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1	***CBA NAC Draft Response***			Bedrock Alignment with NAC Recommendation	***CBA NAC Alignment - 10.20.2026***		
2	***10.20.26***		**53**	**Alignment or Alignment with minor clarifications or specificity**	**NAC Agreement**	49	
3			**30**	**Value alignment but with suggested alternate thresholds or tactics**	**Needs further discussion / clarifying information**	14	
4			**12**	**Sticking point / Alternate strategy suggested**	**NAC Counter Proposal**	32	
5			**6**	**City- led item**	**Total**	**95**	
6							
7	**Category**	**Sub-Category**	**Section**	**NAC Recommendation Per Item - 10.06.2026**	**Developer Response - 10.13.2026**	**$ Amount Proposed**	**NAC Response - 10.20.2026**
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9	Delivery	Riverwalk	**A.1**	**A. Maintains continuous and equitable access to the Riverwalk and surrounding transportation network** — Developer shall maintain continuous access to the Detroit Riverwalk through the duration of the project. Detroit Riverwalk access must be designed for accessibility (ADA-compliance) through the entire Riverwalk, including all detours. Developers shall coordinate with key transportation and Riverwalk partners including but not limited to the Riverfront Conservancy, DDOT, Detroit-Windsor Tunnel, and the People Mover to preserve accessibility and experience throughout construction	Developer will make best efforts to ensure continuous ADA-compliant access to the Detroit Riverwalk within project boundaries through the duration of project construction and delivery. Where detours are required for public safety, developer will make best efforts to limit distance and duration of detours. Developers to coordinate with key transportation and Riverwalk partners including but not limited to the Detroit Riverfront Conservancy, DDOT, Detroit-Windsor Tunnel Authority, and the People Mover to preserve accessibility and experience within the project site throughout construction.		Agree with addition of language about Universal Design and going above and beyond ADA requirements - in reference to checklist submitted by Member Deirdre Jackson
10				**B. Maintains safe and accessible transportation and public access during construction** — Developers shall coordinate delivery, staging, loading, and worker parking, with impact area residents and businesses to reduce impacts to residential parking, sidewalks, business access, emergency routes, etc. Commencing at the start of construction, the Developer shall contribute $1,000,000 towards an Impacted Business Relief Fund to ensure businesses will not be adversely affected. Additionally, if an adverse effect is identified the Developer shall coordinate construction logistics with the impacted business prior to the schedule of construction.	**Developer will implement a Construction Logistics and Impact Management Plan (CLIMP)**, addressing delivery, staging, loading, worker parking, haul routes, schedules, business access, emergency routes and potential impacts and mitigations to nearby residents and businesses, and make this plan available on a project website. Developer to coordinate with small businesses in the Impact Area to mitigate any adverse impacts of construction.. Where construction may affect public transit access or require road closures, Developer will work with the City of Detroit on public transit access and road closures. Developer will make a $1 million/ year commitment to the Detroit Riverfront Conservancy for operations and construction-period mitigation for the first 5 years of construction.	**$1,000,000**	Original proposal: Support the CLIMP and coordination with small businesses parts, Maintain original NAC proposal of $1M for impacted businesses in the **Impact Area**, throughout the duration of the construction period. Fund should be managed by a third-party fiduciary Additionally, reallocate additional $4M earmarked by developer to Riverwalk Conservancy to other NAC priorities (see housing proposal)
11				**A. Creates greater economic opportunity for Detroit-based businesses** — Developer shall have the following targets for the procurement of goods or services: i. Minimum 40% Detroit-based business, Detroit headquartered businesses, and Detroit-resident business participation project wide; ii. Minimum 25% historically disadvantaged business participation project wide; iii. Minimum 15% Women-Owned Business (WBE) participation project wide; iv. Minimum 40% disadvantaged businesses and WBE participation project wide for professional services contracts. Additionally, as part of the construction bid process, Developers must provide bid preferences or credits to disadvantaged businesses, Detroit-based businesses, Detroit-based small businesses, Detroit headquartered businesses, and Detroit-resident businesses.	Developer proposes to voluntarily comply with the terms of City of Detroit Executive Order 2014-5, which establishes a target of thirty percent (30%) Detroit-based businesses and Detroit-headquartered businesses participation. Developer shall make commercially reasonable efforts to procure, or cause to be procured, thirty percent (30%) of the total development costs of the Project from Detroit-Based Businesses, Detroit-Based Small Businesses, Detroit Headquartered Businesses and Detroit-Resident Businesses, each of the foregoing capitalized terms having the same definition as in Chapter 23 of the 2019 Detroit City Code and being certified by CRIO. In furtherance of this goal, Developer agrees, as part of the construction bid process, to utilize a scoring system that specifically awards points for certified Detroit-Based Businesses, Detroit-Based Small Businesses, Detroit Headquartered Businesses and Detroit-Resident Businesses.		To be modeled after the City of Detroit Detroit Business Opportunity Program (DBOP) scoring. Include specific spending goals for historically disadvantaged businesses and legacy Detroit businesses - as defined by the City of Detroit. Add these criteria into the scoring criteria.
12		Construction Management	**A.2**	**B. Creates a fair and transparent construction procurement process** — Developer will provide public, open, fair, and transparent bidding for every project phase (e.g., demolition, construction, operations, and maintenance). Additionally, the Developer will publicly publish the list of bid responders and results of all opportunities for fair and transparent construction procurement. Developer(s) will utilize a value-based bidding process to score and select qualified bidders, rather than relying on low-price bidding. Developer(s) will follow the above targets to ensure scoring rewards disadvantaged businesses, Detroit-based businesses, Detroit-based small businesses, Detroit headquartered businesses, Detroit-resident businesses, and women-owned businesses.	Developer will provide public, open, fair, and transparent bidding for every phase of construction. Developer agrees to post bid packages on a publicly available website in order to maximize the opportunity for qualified bidders to respond. Developers will use a value- based process in considering bid awards Developer agrees to use good faith efforts to consider and utilize, when feasible, local vendors, consultants, contractors, suppliers, and materialmen throughout all stages of construction. Upon award, Developer agrees to post the identity of the selected bidder.		**Additions:** To be modeled after the City of Detroit Detroit Business Opportunity Program (DBOP) certification / scoring. Include specific spending goals for historically disadvantaged businesses and legacy Detroit businesses - as defined by the City of Detroit. Add these criteria into the scoring criteria Developer(s) will follow the above targets in A.2.c to ensure scoring rewards disadvantaged businesses, Detroit-based businesses, Detroit-based small businesses, Detroit headquartered businesses, Detroit-resident businesses, and women-owned businesses.
13				**C. Provides predictable construction and minimize prolonged disruption** — Developers will establish a phase-by-phase 5–10 year master schedule, coordinate with major events and nearby projects, and help residents and businesses plan while maintaining public access throughout construction.	**See A.1.B Above (Construction Logistics and Impact Management Plan (CLIMP))**		

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14				**D. Reduces traffic, road damage and neighborhood disruption from construction vehicles** — Developers shall designate heavy-haul routes that avoid residential streets, limit diesel exhaust and noise, and require repair of construction-related road damage to protect neighborhood streets and residents.	**See A.1.B Above (Construction Logistics and Impact Management Plan (CLIMP))**		Check with City requirements which are: **Routing and Staging of Construction Vehicles** •Oversized Loads & Equipment: Moving heavy-duty machinery, cranes, or oversized loads into the public right-of-way requires specific DPW staging permits. •Staging Plans: Construction vehicle routing and logistics must prevent gridlock and ensure that at least one lane of traffic in each direction remains open at all times unless a full closure detour is formally approved.
15	Delivery	Construction Health & Safety	**A.3**	**A. Protects residents, workers and visitors from construction disturbance** — Developer shall implement construction management measures to reduce exposure to noise, dust, vibration and vehicle emissions throughout the build-out, consistent with Detroit city ordinance.	Developer will implement a **Construction Environmental Management Plan (CEMP)**, including physical and procedural monitoring, controls, and reporting, and make this plan available on a project website. Plan to include water quality monitoring, air quality monitoring, material containment, spill prevention, sediment controls, turbidity monitoring, pest control, vibration monitoring and control, and emission monitoring and control. Developer to provide timely notice to residents within the one-mile radius when construction activity causes air quality to exceed established thresholds.		**Agree to CMEP** **Clarify that it is a one-mile radius from <u>Project site footprint (from Renaissance Center to Rivard)</u>** **Re-add these provisions:** Developer shall provide timely notice to residents within the one-mile radius when construction activity causes air quality to exceed established thresholds. If construction activity results in hazardous air quality or exceeds established health-protective thresholds, Developer shall implement immediate corrective measures and provide HEPA air filtration units to affected residents within the one-mile radius at no cost to residents.
16				**B. Prevents pest displacement into surrounding neighborhoods** — Developer must establish a Developer-funded, integrated pest management program before and throughout demolition and construction to prevent rodent migration and other pests from moving into nearby homes, businesses and parks.			
17				**C. Protects the health of residents living near the construction site** — Developer shall monitor and manage construction-related air quality, dust, particulate matter, and emissions in accordance with applicable federal, state, and local air-quality standards. Air monitoring shall occur both on the construction site and within impacted neighborhoods within a one-mile radius of the project. Developer shall provide timely notice to residents within the one-mile radius when construction activity causes air quality to exceed established thresholds. If construction activity results in hazardous air quality or exceeds established health-protective thresholds, Developer shall implement immediate corrective measures and provide HEPA air filtration units to affected residents within the one-mile radius at no cost to residents.			
18				**D. Protects the Detroit River and waterways during demolition and construction** — Developer shall protect the Detroit River and surrounding waterways throughout demolition and construction through enhanced containment, spill prevention, sediment controls, turbidity monitoring, and measures to prevent illegal dumping and releases of pollutants.			
19		Community Engagement	**A.4**	**A. Provides advanced construction notice throughout the construction lifecycle** — Developer will provide advance notice of every closure via site signage, email, social media, and project website at least 72 hours prior to any road or sidewalk closure.	Developer will provide advance notice of every closure via site signage and project website at least 72 hours prior to any road or sidewalk closure.		
20				**B. Provides meaningful community involvement throughout the project lifecycle** — Developer shall maintain community engagement as part of the CBO process. Community engagement shall continue from project scoping and development through construction and management to give residents ongoing opportunities to review material changes and provide recommendations. Developers shall provide quarterly reports to the NAC.	Developer to maintain community engagement as part of the established CRIO process. Community engagement to continue from project scoping and development through construction to give residents ongoing opportunities to review material changes and provide recommendations. The Developer will host an annual project update meeting and publish updated project designs on website, in addition to providing bi-annual reports to the NAC in accordance with CRIO's protocols.		Give residents ongoing opportunities to review material changes and provide recommendations regarding <u>the project</u> during the construction period on at least a biannual basis. Included report on engagement activities in the biannual report.
21	Connection	Universal Accessibility and Connectivity	**B.1**	**A. Creates a universally accessible and connected downtown and riverfront** — Developer will provide universal design that exceeds minimum ADA requirements throughout buildings, public spaces, housing, sidewalks, and connections	Developer to work with an accessible design consultant to incorporate universal design principles that meet or exceed minimum ADA and Barrier-free standards that serve youth, people with disabilities, seniors, families, and people with varying mobility and sensory needs. This will include: buildings, public spaces, housing, sidewalks, and connections within the project boundary.		
22				**B. Maintains continuous accessible pedestrian connections** — Developer shall maintain continuous, accessible pedestrian routes with wheelchair-accessible sidewalks, safe and accessible crossings, clear wayfinding, appropriate lighting, and accessible connections between the Riverwalk, downtown, surrounding neighborhoods, buildings, parking, and public transit.	Developer, in partnership with the City of Detroit for any public rights-of-way, will maintain continuous, accessible pedestrian routes with wheelchair-accessible sidewalks, safe and accessible crossings, clear wayfinding, appropriate lighting, and accessible connections between the Riverwalk, downtown, buildings, parking, and public transit within the project parameters.		

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23	Co			**C. Expands safe pedestrian and bicycle infrastructure** — Developer will provide safe pedestrian and bicycle infrastructure, including separated walking and biking paths, protected bike lanes, bicycle racks,	Developer, in partnership with the City of Detroit for any public rights-of-way, will provide safe pedestrian and bicycle infrastructure, including, where appropriate, separated walking and biking paths, bike lanes, and bicycle racks within the project boundary.		
24	Connection	Universal Accessibility and Connectivity	**B.1**	**Expands safe pedestrian and bicycle infrastructure:** **Developer will provide safe pedestrian and bicycle infrastructure, including separated walking and biking paths, protected bike lanes, bicycle racks, and improved and safer pedestrian and bicycle crossings of Jefferson Avenue and other adjacent project streets.**	The City will continue to partner with Developer and Michigan Department of Transportation (MDOT) to make improvements to the E. Jefferson corridor. As part of the MDOT I-375 project, MDOT and/or the City, will add curb extensions, reduce crossing distances, and improve overall non-motorized connectivity along E. Jefferson at various points between Randolph and I-375. The City will partner with MDOT to study transportation infrastructure along the E. Jefferson corridor for long term changes to the roadway between I-375 and M-10 which may include extending bike lanes from I-375 westward into the downtown.		AGREE
25				**D. Removes barriers to mobility and riverfront access** — Developer shall identify and eliminate or minimize physical, design, and operational barriers that currently limit pedestrian, bicycle, wheelchair and riverfront access.	Developer to engage an accessibility consultant to inform best practices accessibility from a design and operational standpoint within the project boundaries, including enhancing access to the riverfront. (see B.1.a above)		
26		Transportation, Neighborhood Access, and Parking	**B.2**	**A. Maintains reliable neighborhood and regional access throughout construction and operation** — Developer shall maintain reliable access to streets, sidewalks, loading areas, the Detroit-Windsor Tunnel, businesses, residences, public spaces, transit, and other nearby destinations throughout construction and long-term operation.	See A.1.a Above: Developer will make best efforts to ensure continuous ADA-compliant access to the Detroit Riverwalk within project boundaries through the duration of project construction and delivery. Where detours are required for public safety, developer will make best efforts to limit distance and duration of detours. Developers to coordinate with key transportation and Riverwalk partners including but not limited to the Detroit Riverfront Conservancy, DDOT, Detroit-Windsor Tunnel Authority, and the People Mover to preserve accessibility and experience within the project site throughout construction.		Agree with addition of language about Universal Design and going above and beyond ADA requirements - in reference to checklist submitted by Member Deirdre Jackson
27				**B. Evaluates and manages project-related transportation impacts** — Developer shall complete a transportation and traffic impact analysis addressing project-generated traffic, event traffic, Detroit-Windsor Tunnel access, loading and deliveries, pedestrian and bicycle movements, transit demand, parking demand, and potential impacts on surrounding neighborhoods.	Developer to complete a **Transportation and Traffic Impact Analysis (TIA)** addressing project-generated traffic, event traffic, Detroit-Windsor Tunnel access, loading and deliveries, pedestrian and bicycle movements, transit demand, parking demand, event demand, potential impacts on surrounding neighborhoods, identifying alternatives and plans to address parking demand and supply.		
28				**C. Manages construction and event-related traffic** — Developer shall establish and implement traffic management measures to minimize construction- and event-related congestion, maintain emergency and neighborhood access, and prevent project-related traffic and parking from negatively affecting surrounding neighborhoods.	**See B.2.b above. (transportation and traffic impact analysis)**		
29				**D. Provides sufficient parking capacity to support project demand** — Developer shall provide sufficient parking capacity and an appropriate allocation of parking for visitors, residents, businesses, employees, and other users to support demonstrated project needs and prevent parking demand from negatively affecting surrounding neighborhoods. The planned parking capacity, including the currently projected 3,500 spaces, and allocation of spaces may be adjusted based on actual and demonstrated business activity, occupancy, event demand, and parking utilization over time. If parking demand exceeds available capacity, Developer shall evaluate and implement additional parking or other parking-management measures as necessary to prevent spillover parking and protect neighborhood access	**See B.2.b above. (transportation and traffic impact analysis)**		More detail on how many spaces and how they know it is sufficient. Clarification that the NAC is seeking to address parking for events where parking is in high-demand. Clarification on what market price will mean for the parking related to this project
30				**E. Provides affordable parking options for Detroit residents** — Developer shall provide complimentary parking for the first three hours for Detroit residents in private lots and structures and a discounted rate thereafter, subject to clearly established eligibility and verification procedures.	Developer to provide discounted transient parking for Detroit residents in private lots and structures, at a rate of 30% off market price, subject to clearly established eligibility and verification procedures, and as permitted by law.		Counter to 50% discounted transient parking for Detroit Residents
31		Regional Transit and Alternatives to Driving	**B.3**	**A. Expands public transportation options connecting Detroit residents and workers to the riverfront** — Developer shall partner with DDOT, People Mover, QLINE, and other applicable existing or future transit providers to evaluate project-generated transportation demand and identify transit improvements through the transportation impact analysis. Based on the analysis and demonstrated project demand, Developer shall support enhanced public transportation connections between Detroit neighborhoods, downtown, and the riverfront, including improved DDOT service, neighborhood-to-riverfront shuttle service, express connections, increased service frequency or capacity, and other transit improvements as appropriate. Developer shall provide or support shuttle services, transit stops, pedestrian connections, wayfinding, and other on-site improvements as appropriate to connect residents, workers, visitors, and employees to public transit and surrounding neighborhoods.	As the Renaissance Center and East Riverfront areas are developed, the City will work with the Developer to implement appropriate DDOT transit stops and increase the City's bus service to the Project Area to accommodate demand, consistent with other key downtown attractions. Developer will coordinate with the City to design right-of-ways to accommodate regular bus service and demand-based service for special events.		
32				**B. Coordinates transit improvements with DDOT and regional transit providers** — Developer shall coordinate with the City, DDOT, and other applicable transit agencies to identify and implement transit improvements that respond to project-generated demand, including increased service frequency, capacity, routes, stops, connections, and other service enhancements as appropriate.	DDOT provides paratransit services to its service area, and will provide such services to the Project area as it is constructed. The City will require that all streets are accessible to the standards of the ADA to aid in movement between the development and transit stops or paratransit pick-up points.		

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33	Connection	Regional Transit and Alternatives to Driving	**B.3**	**C. Maintains accessible paratransit and demand-responsive transportation services** — Developer shall coordinate with DDOT and applicable paratransit providers to maintain safe, reliable, and accessible transportation options for seniors, people with disabilities, and other residents and visitors who rely on accessible transportation. Developer shall monitor project-generated transportation demand and coordinate with transit and paratransit providers to adjust service levels, capacity, routes, frequency, or other transportation accommodations as necessary to respond to demonstrated project-generated demand throughout construction and long-term operation.			
34				**D. Maintains and enhances People Mover access** — Developer shall maintain continuous and fully accessible People Mover access throughout the redevelopment and shall ensure that construction, demolition, or removal of the existing podium does not permanently disrupt access to People Mover service. Developer shall fully fund the reconstruction, restoration, and necessary improvements to the Renaissance Center People Mover Station. Developer shall provide seamless, safe, fully accessible, and reliable connection between the People Mover station, redevelopment, surrounding destinations, public spaces, sidewalks, and the riverfront.	Developer shall ensure, other than the temporary closure of the Ren Cen People Mover Station during construction, that Developer takes no action to impair the continuous operation of the People Mover System. Developer to accommodate a People Mover station within the project as a replacement of the existing Renaissance Center People Mover Station. Developer to provide seamless, safe, fully accessible, and reliable connection between the People Mover station, redevelopment, surrounding destinations, public spaces, sidewalks, and the riverfront.		**Counter:** Developer shall fully fund the reconstruction, restoration, and necessary improvements to the Renaissance Center People Mover Station. Clarifying question on what will happen to the station - reconstruction vs. full demolition / replacement
35				**E. Supports QLINE connectivity and future transit expansion** — Developer shall coordinate with the City and applicable transit agencies to maintain and improve connections between the project, QLINE, People Mover, DDOT, and other existing or future regional transit services. Developer shall support opportunities to expand transit connections and improve transfers between systems as project demand and regional transit plans evolve.	The City will participate in the Detroit Transportation Corporation's continuing planning efforts following up to the People Mover System Plan and Downtown Mobility Study to evaluate and improve intermodal transportation connections.		
36				**F. Provides accessible on-site mobility options** — Developer shall provide alternative transportation options within the project site for individuals with mobility limitations, including accessible motorized wheelchairs, mobility scooters, and/or accessible shuttle services such as a jitney, to support convenient and independent access to buildings, parking, public spaces, the Riverwalk, transit connections, and other project destinations.	Developer to explore delivery of an accessible shuttle service to support convenient access to buildings, parking, public spaces, the Riverwalk, transit connections, and other destinations within the project area. Commitment will be subject to continued and sufficient demand.		Clarification of NAC Request of providing accessible on-site mobility options: 1. Construction Period: Shuttle to move construction workers from off-site parking to the work-site 2. Shuttle service for visitors along Atwater from the Renaissance Center to Jos. Campau 3. Jitney's (Pedicab) along the riverwalk for seniors or those with mobility challenges
37		Environmental Stewardship and Sustainability	**B.4**	**A. Advances long-term riverfront sustainability and environmental stewardship** — Developer shall design, construct, and maintain the project to support the long-term health, resilience, and sustainability of the Detroit River and riverfront environment. Developer shall incorporate site-appropriate green infrastructure, nature-based stormwater management, native and climate-resilient landscaping, tree canopy, permeable surfaces, and other sustainable site practices that manage stormwater, reduce flooding and runoff, improve water quality, support habitat, and minimize impacts to the river. These measures shall be designed for long-term performance and maintained throughout the life of the development.	Developer to design, construct, and maintain the project in accordance with the long-term health, resilience, and sustainability of the Detroit River and riverfront environment. Developer to pursue site-appropriate green infrastructure, nature-based stormwater management, native and climate-resilient landscaping, tree canopy, permeable surfaces, and other sustainable site practices that manage stormwater, reduce flooding and runoff, benefit water quality, support habitat, and minimize impacts to the river. These measures to be designed for long-term performance and maintained throughout the life of the development.		
38				**B. Reduces energy use and the project's carbon footprint** — Developer shall reduce embodied and operational carbon through energy-efficient building design, all-electric building systems where feasible, renewable energy, material reuse and salvage from demolition, and other low-carbon construction and operational practices. Developer shall pursue recognized high-performance building standards, such as LEED, and explore available financing mechanisms, including PACE, to support energy efficiency and renewable energy investments.	Developer to pursue energy-efficient building design, renewable energy, material reuse and salvage from demolition, and other low-carbon construction and operational practices where commercially feasible. Developer to pursue recognized high-performance building standards and explore opportunities to support energy efficiency and renewable energy investments, where commercially reasonable..		NAC seeks clarity what is commercially reasonable, what are the project's efficiency goals and what are the specific steps they will take to achieve this goals? NAC is seeking more assurance that this will be pursued in good faith.

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39	Connection	Environmental Stewardship and Sustainability	**B.4**	**C. Protects water quality and manages stormwater and sewer capacity** — Developer shall prevent contaminated runoff, sediment, chemicals, and other pollutants from entering the Detroit River, sewer system, or groundwater. Developer shall provide appropriately sized stormwater and sewer infrastructure, including green infrastructure and other nature-based systems where appropriate, to capture, retain, infiltrate, and treat stormwater; reduce flooding and runoff; improve water quality; and protect the Detroit River and surrounding waterways.	Developer to provide appropriately sized stormwater and sewer infrastructure, including green infrastructure and other nature-based systems where reasonable, to capture, retain, infiltrate, and treat stormwater to protect Detroit River and surrounding waterways.		Developer shall provide appropriately sized stormwater and sewer infrastructure, prioritizing green infrastructure and nature-based systems to capture, retain, infiltrate, and treat stormwater; reduce flooding and runoff; improve water quality; and protect the Detroit River and surrounding waterways. Stormwater systems shall be designed to exceed applicable minimum regulatory standards, with capacity evaluated against the 200-year, 24-hour storm event and projected future rainfall conditions, subject to engineering feasibility and coordination with DWSD. Developer shall identify measures to manage extreme rainfall, prevent onsite and offsite flooding, and provide safe overflow routes when system capacity is exceeded. Developer shall document the design criteria, projected rainfall assumptions, and measures incorporated to achieve these requirements. Where feasible, Developer shall integrate green stormwater infrastructure into publicly accessible open spaces and landscape design to provide additional community benefits, including nature-based exploration areas, educational features, native habitat, rain gardens, bioswales, and floodable landscapes that serve as usable public spaces during dry conditions. These features shall support native biodiversity, provide safe public access where appropriate, and remain functional throughout the project lifecycle. Developer shall engage the NAC in reviewing proposed concepts and provide a long-term operation, maintenance, and inspection plan identifying responsible parties and dedicated funding.
40				**D. Builds climate resilience and prepares for extreme weather** — Developer shall incorporate flood-, storm-, heat-, power-outage-, and other extreme-weather-resilient design throughout the project. Developer shall establish a community resiliency hub or comparable facility with solar and backup power capable of providing shelter, water, food, communications, phone charging, and other essential resources during power outages, extreme weather events, and climate emergencies.	**See C.1.E Below. (Community Resilience Hub):** Community Resilience Hub: Developer to build and operate a year-round, climate-protected community space with seating, restrooms, and space for free pop-ups, community programming, and cultural activities. The design will prioritize year-round public access and usability and weather-resilient design. Developer to support the operations, maintenance, activation, and programming for this space, at an estimated cost of $3 million to construct, and $250,000/ year to operate .		Duplicate of C.1.E.
41				**E. Protects birds, wildlife, and riverfront habitat** — Developer shall incorporate bird-safe glazing and façade treatments, minimize light pollution and nighttime lighting during spring and fall migration periods, and incorporate landscaping and site design that supports native habitat and biodiversity. Developer shall consult with qualified bird and wildlife organizations, including the Detroit Bird Alliance, regarding building, lighting, landscape, and site design.	Developer to consult with a qualified bird and wildlife organization, such as the Detroit Bird Alliance, regarding building, lighting, landscape, and site design.		
42				**F. Advances waste reduction and resource recovery** — Developer shall reduce construction and operational waste through material reuse and salvage, recycling, composting, and other waste-diversion practices. Developer shall provide convenient recycling and composting infrastructure throughout residential, commercial, and public areas and establish practices that support long-term waste reduction.	Developer to work with its contractors and vendors to institute practices that help reduce construction and operational waste through material reuse and salvage, recycling, composting, and other waste-diversion practices. Developer to pursue convenient recycling and composting infrastructure throughout residential, commercial, and public areas.		
43	Place	Public Space and Public Access	**C.1**	**A. Designated free and public use space** — All property south of Atwater and all future outdoor property on the existing Renaissance Center footprint shall be designated as public space in perpetuity and remain available for public use.	Developer commits that the civic space identified in the master plan submitted as part of the TBP shall be operated, maintained, activated, and programmed as publicly accessible civic space in perpetuity; provided, that Developer acknowledges that the Michigan Department of Transportation and Detroit Water and Sewerage Department have certain easement rights in the Project area, and nothing in this commitment is intended to impair their access rights.		Seeking clarification on the definition of the "civic space" Please refer to this document to view the location of proposed civic space and other programming: https://detroitmigov.box.com/s/u90jxb8djhr1aqzb2qfi5vnpqnslip56
44				**B. Protects public access to the Detroit River and Riverwalk** — Developer shall maintain continuous public access to the Detroit River and the full length of the Riverwalk within and adjacent to the project. If a marina or other maritime facility is developed as part of the project, its design, operation, and associated infrastructure shall not diminish, obstruct, privatize, or materially restrict public access to the Riverwalk, riverfront, or waterfront views.	Developer to maintain continuous public access to the Detroit River and the full length of the Riverwalk within the project boundary. If a marina or other maritime facility is developed as part of the project, its design, operation, and associated infrastructure will not obstruct or materially restrict public access to the riverfront. In coordination with the Detroit/ Wayne Port Authority, Developer to establish a clear, publicly documented plan for any proposed marina or maritime-related commercial activity, including potential transient docks, fuel and pump-out facilities, a waterfront welcome center. Such facilities will complement public Riverwalk access and shall be designed to provide public benefit.		
45				**C. Ensures long-term stewardship of public spaces** — Developer shall be responsible for the ownership, operation, funding, maintenance, repair, and long-term stewardship of plazas, green spaces, Riverwalk connections, and other designated public spaces to ensure that they remain accessible, attractive, safe, and well maintained over the long term.	Developer will be responsible for the ownership, funding, operation, maintenance, repair, activation and programming of the publicly accessible civic space; provided that Developer may enter into an operating agreement with a non-profit conservancy.		

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46				**D. Maintains public access during private and ticketed events** — Developer shall maintain continuous public access to all public plazas, green spaces, Riverwalk connections, and other designated public spaces during private, ticketed, or special events. Private events shall not eliminate or materially restrict public access. Any necessary temporary closures shall be limited in duration, publicly noticed in advance, and subject to a defined annual cap.	Developer agrees, but for the possibility of limited and episodic private events, that the civic space, identified as such in the master plan submitted as part of the Transformational Brownfield Plan, will be operated as publicly accessible civic space.		
47	Place	Public Space and Public Access	**C.1**	**E. Provides year-round, climate-protected public space** — Developer shall provide or retain year-round, climate-protected indoor public space with seating, restrooms, and space for pop-ups, community programming, cultural activities, and events at no cost to enter. Public indoor space shall maintain convenient access to the People Mover and preserve significant existing artwork where feasible. The design shall prioritize year-round public access and usability, including during winter months and inclement weather.	**Community Resilience Hub:** Developer to build and operate a year-round, climate-protected community space with seating, restrooms, and space for free pop-ups, community programming, and cultural activities. The design will prioritize year-round public access and usability and weather-resilient design. Developer to support the operations, maintenance, activation, and programming for this space, at an estimated cost of **$3 million to construct, and $250,000/ year to operate** .	**$3,000,000 + $250,000 annually ($7.5M over 30 years)**	NAC Questions: - Space concerns - how large for all of the activities envisioned (children, art, seniors, events by organizations - Is amount for operations sufficient - Planned location **Also used as a response to the following:** B.4.D - Builds Climate Resilience C.1.E - Provides year-round, climate protected C.1.G - Provide public space amenities, seating, bathrooms, shade, and comfort C.4.D - Provides dedicated cultural and community serving commercial space E.1.A - Creates dedicated space and opportunities for youth E.3.F - Space for community events and programming
48				**F. Creates inclusive and universally designed public spaces** — Developer shall provide universally designed public spaces that serve youth, people with disabilities, seniors, families, and people with varying mobility and sensory needs. Universal design shall address both physical access and the experience of using the space and shall exceed minimum ADA requirements where appropriate.	**See B.1.a Above (Universal design standards):** Developer to work with an accessible design consultant to incorporate universal design principles that meet or exceed minimum ADA and Barrier-free standards that serve youth, people with disabilities, seniors, families, and people with varying mobility and sensory needs. This will include: buildings, public spaces, housing, sidewalks, and connections within the project boundary.		
49				**G. Provides public-space amenities, seating, bathrooms, shade, and comfort** — Developer shall provide sufficient public restrooms, seating, shade structures, drinking water fountains, covered areas, and other amenities throughout the public realm. Amenities shall be distributed throughout the project so that public spaces are comfortable and usable for extended periods and across seasons.	**See C.1.E Above. (Community Resilience Hub)**		Specify location of seating, shaded structure, fountains, covered areas throughout the public realm
50				**H. Provides safe, well-lit, and welcoming public spaces** — Developer shall provide pedestrian-scale lighting throughout public streets, sidewalks, plazas, Riverwalk connections, and other publicly accessible areas sufficient to support safety, visibility, and wayfinding. Lighting shall be designed to create a welcoming public realm, minimize glare and light trespass, and incorporate dark-sky principles where feasible. Public safety strategies shall prioritize good lighting, visibility, active public spaces, clear sightlines, and the presence of welcoming staff and programming rather than relying solely on heavy policing or exclusionary design.	Developer to provide pedestrian-scale lighting throughout public streets, sidewalks, plazas, Riverwalk connections, and other publicly accessible areas sufficient to support safety, visibility, and wayfinding. Lighting to be designed to create a welcoming public realm, minimize glare and light trespass, and incorporate dark-sky principles where feasible. Public safety strategies to prioritize good lighting, visibility, active public spaces, clear sightlines.		
51				**I. Supports waterfront tourism and maritime activity while protecting public access** — Developer shall evaluate and establish a clear, publicly documented plan for any proposed marina or maritime-related commercial activity, including potential transient docks, fuel and pump-out facilities, a waterfront welcome center or international gateway, and coordination with existing marinas and the Port. Any such facilities shall complement rather than displace public Riverwalk access and shall be designed to provide public benefit.	**See C.1.B above:** Developer to maintain continuous public access to the Detroit River and the full length of the Riverwalk within the project boundary. If a marina or other maritime facility is developed as part of the project, its design, operation, and associated infrastructure will not obstruct or materially restrict public access to the riverfront. In coordination with the Detroit/ Wayne Port Authority, Developer to establish a clear, publicly documented plan for any proposed marina or maritime-related commercial activity, including potential transient docks, fuel and pump-out facilities, a waterfront welcome center. Such facilities will complement public Riverwalk access and shall be designed to provide public benefit.		
52		Housing		**A. Protection from exclusion** — Developer shall establish Detroit-resident preferences and targeted neighborhood marketing for new housing opportunities. Affordability and eligibility policies shall be structured to ensure that affordable housing is accessible to Detroit residents.	Developer will comply with all applicable Fair Housing Laws. Housing opportunities will be marketed through all city affordable housing networks.		**ADD:** Developer shall market housing units in the Project through Detroit-based broker networks, including, for the affordable units, the City of Detroit's home connect program.
53				**B. Protection from displacement and rising housing costs** — Developers shall establish rent protections for Bedrock properties within the impact area and adjacent zip codes.	Developer will comply with all applicable Fair Housing Laws. We are committed to 20% deeply affordable housing in the development, 30% across our portfolio, and a significant investment in affordable housing and equitable neighborhood development, as identified below		
54				**B. Protection from displacement and rising housing costs —** Developer shall establish a rental stabilization fund, contributing a total of $5,000,000, for long-term Detroit renters within the impact area and adjacent zip codes to mitigate displacement and rising housing costs.	Developer respectfully does not agree to this proposal. Developer believes that the creation of a rental stabilization fund will result in inverse outcome from intended goal, as it is likely to cause landlords to raise their rents since subsidy exists to cover the higher rent.		See NAC Counter response to C.2 in Lines 60 - 65
55				**B. Protection from displacement and rising housing costs —** The City and Developer shall evaluate available state and local mechanisms for limiting excessive annual rent increases and shall identify enforceable protections for existing and future renters within the impact area.	MCL 123.411 Expressly prohibits the City from enacting, maintaining, or enforcing any ordinance or resolution which would control the amount of rent charged for leasing private property. The City does have some programs, including the recently-enacted Workforce Housing PILOT Ordinance, which uses preferential tax treatment as a means to ensure long-term affordability, which qualifying housing developments in the impact area can participate in.		

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56		Affordability, Access, and Stability	**C.2**	**C. Provides housing affordability across income levels** — New housing units constructed as part of this development shall include affordable units at the following AMI levels and percentages of total units: i. 15% of units at 30% AMI ii. 15% of units at 50% AMI iii. 10% of units at 80% AMI	Developer commits to the following: - Within the Project, at least 20% of all residential rental units will be affordable at 60% AMI. Developer agrees to work in good faith to incorporate units at 30%-60% AMI to the extent feasible based on the availability of federal and state credits, housing vouchers, and other affordable housing resources. - Within the Project, Developer agrees to deliver, as part of the Phase 1 scope, to deliver housing, at least 20% affordable units at 60% AMI or lower (and will make the same good faith commitment regarding deeper affordability as stated above). The Developer also commits to maintaining 30% at 60% AMI across our portfolio.		At least 20% residential units in the project will be offered at 60% AMI or lower with affordable units distributed across all residential buildings and unit types across the project **Additionally:** At least 5% of residential units in the project will be offered at 30% AMI with affordable units distributed across all residential buildings and unit types across the project At least 5% of residential units in the project will be offered at 100-120% AMI with affordable units distributed across all residential buildings and unit types across the project.
57				**D. Provides affordable senior housing and supports aging in place** — Developer shall provide affordable senior housing, including units affordable to households at or below 50% AMI. Senior housing shall provide convenient access to transit, services, groceries, health resources, and community amenities. The Developer shall also support programs and investments that allow seniors already living nearby to age in place.	See above for the Developer's affordable housing commitments. In addition to the numerical commitments above, Developer is willing to pursue affordable senior housing as the housing typology. The affordable housing delivered as part of the Project, by virtue of its location, will provide a high level of access to resources and amenities. Programs that support "aging in place" are beyond the scope of this Project.		
58				**E. Provides two- or three-bedroom family housing** — Developers shall provide family-sized housing units suitable for families and larger households. Developer shall designate a minimum of 25% of all affordable housing units as family-sized units with two or three bedrooms.	The ability to deliver affordable housing at the targeted AMI is predicated on the receipt of federal Low Income Housing Tax Credits (LIHTC). LIHTC has strict scoring criteria that may constrain unit size and mix in order to attain the points necessary for award. Developer agrees to make reasonable efforts to maximize two- and three-bedroom units if, and to the extent, possible consistent with LIHTC scoring requirements and underwriting standards.		
59				**F. Provides accessible housing** — Developer shall provide housing that incorporates universal design principles and exceeds minimum accessibility standards throughout units, common areas, entrances, amenities, and building circulation. Housing shall be designed to be usable by people with disabilities, seniors, and residents with varying mobility needs.	Developer to work with an accessible design consultant to incorporate universal design principles that meet or exceed minimum accessibility standards throughout units, common areas, entrances, amenities, and building circulation.		With ADA liaison appointed by the NAC
60				**G. Creates homeownership pathways** — Developer shall provide clear pathways toward homeownership or rent-to-own opportunities within the project and surrounding impact area.	While Developer values the investments proposed, as noted by the NAC, the Gilbert Family Foundation ("GFF") is already substantially making these investments.		**$19M total investment into the following equitable housing initiatives**
61				**G. Creates homeownership pathways -** Developer shall invest $5,000,000 in a down payment assistance fund to support Detroit residents purchasing homes, with priority for first-time homebuyers and households that otherwise face barriers to homeownership.	For important legal reasons, GFF must operate independently from this process. However, GFF is the anchor funder of the Detroit Housing Network and Detroit Housing Resource HelpLine, providing $10 million specifically to help connect Detroit residents to homeownership programs and resources.		**$5M over 5 Years into Affordable Housing Trust Fund by dedicating the PILOT payments over first 5 years to the Fund.**
62	Place			**G. Creates homeownership pathways -** As part of the community benefits process, Developer shall identify: -Existing homeownership programs offered by the Gilbert family of companies and opportunities to expand their benefit to residents of the impact area. -Potential homeownership programs, financing tools, down-payment assistance, shared-equity models, rent-to-own programs, and other alternatives that could promote homeownership district-wide and along the riverfront. -Specific opportunities for Detroit residents to build and retain wealth through ownership associated with the project.	The GFF is also the principal funder of the Make It Home Program, which has helped 1,700 Detroit households move from renting to owning. The GFF will continue to make new and significant investments in attainable homeownership.		**$10M over four years in direct cash investment (grant fundingfor affordable housing development in the neighborhoods**, and for related community infrastructure improvements that support neighborhood vitality, with projects selected in coordination with the Administration. The NAC requests that the Mayor and the proposer maintain the following priorities in the selection of projects: ▪ Try to reach every city district ▪ Prioritize local, Detroit-based developers ▪ Maximize impact of these funds through capacity to attract LIHTC and other funds ▪ Where appropriate, the funds should come with strategic, technical and legal assistance from the Proposer. **$4M - the developer shall contribute to a Residential Relocation and Homeownership & Down Payment Assistance Fund** to mitigate the potential displacement of existing residents in the impact area resulting from increased housing costs associated with redevelopment and neighborhood reinvestment. The Fund shall provide direct housing stability assistance **to eligible existing residents of the designated project impact area and agreed-upon adjacent ZIP codes** through the following programs: **A. Relocation Assistance** Provide targeted financial assistance to eligible renter households experiencing significant housing cost increases or documented risk of displacement. Eligible uses may include: • Relocation assistance with security deposits, moving expenses, and other necessary relocation costs.
63		Housing Affordability, Access, and Stability	**C.2**	**H. Affordable Housing Fund**: Developer shall contribute $5,000,000 over five years to the Detroit Affordable Housing Development and Preservation Fund.	While Developer values the range of investments proposed, as noted above, the GFF is again already making certain of these investments. With respect to home repair, the Gilbert Family Foundation has been the leading philanthropic funder of home repair in the city, anchoring an historic $20 million investment, and is actively working on the next phase of its commitment. Developer recognizes that the other NAC proposals here, and in Part E, share the common goal of advancing equitable development in Detroit's neighborhoods.	**$19,000,000**	
64				**H. Home Repair Fund:** Developer shall establish a separate, permanent $5,000,000 Home Repair Fund to support existing homeowners in the impact area and adjacent zip codes. Home repair funding shall be distinct from contributions to the Affordable Housing Development and Preservation Fund.			

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65				**H. Community Land Trust**: Developer shall contribute $2,000,000 over 5 years to capitalize a community land trust (CLT) and, where feasible, transfer developable residential land elsewhere in the impact area and adjacent zip codes to the CLT	Developer is prepared to make a specific and significant **$10 million** financial commitment to equitable neighborhood development, centered—as the NAC proposes—on quality, affordable housing development in the neighborhoods. Developer, however, believes that it is critical to do so in alignment with the Mayor's neighborhood strategy so as to maximize leverage, alignment, and impact. Accordingly, Developer commits to working expeditiously with the NAC and Administration to formulate and finalize such a commitment as part of this Agreement.		Assistance shall be based on demonstrated financial need, housing cost burden, and documented displacement risk. **B. Homeownership and Down Payment Assistance** Establish a dedicated pathway to homeownership for eligible long-term renters residing within the designated impact area and agreed-upon adjacent ZIP codes. Assistance may include: • Down payment and closing cost assistance for the purchase of a primary residence within the City of Detroit. • Homebuyer education, mortgage readiness, and financial counseling. • Supplemental assistance for eligible households that do not qualify for existing income-restricted homeownership programs, subject to defined program criteria. The intent is to provide existing residents with an opportunity to transition from rental housing into sustainable homeownership, reducing long-term exposure to rising rents while supporting neighborhood stability and wealth building.
66		Neighborhood Amenities	**C.3**	**A. Provides housing linked to everyday needs** — Developer shall ensure that new housing provides convenient access to groceries, pharmacies, everyday retail, services, and other basic needs. Housing development shall be coordinated with Complete Neighborhood principles so residents can meet daily needs without requiring a vehicle.	Developer shall make commercially reasonable efforts ensure that new housing provides convenient access to everyday neighborhood support amenities. (also see C.3.b below) The Project area is currently served by the Meijer Rivertown Market, which is approximately 0.3 miles from the Project area. Developer does not wish to compete with the Rivertown Market and does not believe it is beneficial to do so.		
67				**A. Provides housing linked to everyday needs —**Developers shall actively attract, recruit, and secure a large, full-service grocery retailer within the project area to serve new residents, existing Detroit residents, workers, and visitors.			
68				**B. Provides amenities for all income levels** — Developer shall include neighborhood amenities that accommodate a mix of affordability by income level. Neighborhood amenities include everyday retail and services, food and dining, health and wellness, family services.	Developer is committed to curating food and beverage, retail, and entertainment options on the riverfront that are broadly accessible to individuals across incomes.		NAC would like to add language - The Developer will make commercially reasonable efforts to include family, health and wellness services (daycare, doctor's office, fitness center, etc...)
69				**C. Provides entertainment and family-serving amenities** — Developer shall provide or attract entertainment and amenities that serve Detroit residents and families, including opportunities for a movie theater, aquarium, family entertainment, cultural attractions, and other year-round activities. Pricing shall include accessible and affordable options for Detroit residents.	Developer is committed to providing broadly accessible, family-friendly, and year-round entertainment options and amenities. This is core to Developer's plan and represents a foundational community benefit.		
70				**C. Provides entertainment and family-serving amenities —** Developer shall prioritize the inclusion of a movie theater within the Renaissance Center as a major community-serving entertainment use.	Developer affirms its intent and desire, subject to commercial forces beyond its control, to develop a movie theater as an anchor component of the East Riverfront development Project.		
71				**A. Provides entertainment, family amenities, and Detroit-serving experiences** — Developer shall provide or attract entertainment and amenities that serve Detroit residents and families, including opportunities for a movie theater, aquarium, family entertainment, cultural attractions, and other year-round activities. Pricing shall include accessible and affordable options for Detroit residents.	Developer is committed to providing broadly accessible, family-friendly, and year-round entertainment options and amenities. This is core to Developer's plan and represents a foundational community benefit.		
72				**B. Attracts regional and national retailers while prioritizing Detroit businesses** — Developer shall attract complementary regional and national retailers, restaurants, entertainment, and destinations while maintaining opportunities for Detroit-based businesses and Detroit-serving uses	Developer agrees with this request and will make its best efforts, consistent with its established track record, to achieve a balance of national and local retailers.		

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73	Place	Retail and Commercial Development	**C.4**	**C. Prioritizes Detroit-based and historically disadvantaged businesses** — Leasing and tenant-selection policies shall provide preference for Detroit-based, legacy Detroit, Black-owned, historically disadvantaged, women-owned, and small businesses.	Developer intends to replicate the highly successful model of the Cadillac Square Winter Markets by delivering permanent, year-round riverfront pavilions dedicated to small businesses and specifically prioritizing Detroit-based small businesses. Over the past several years, the highly successful Winter Markets have served a launch pad for more than 175 businesses, the majority of which are Detroit-based and BIPOC- or female-owned. The year-round, permanent riverfront pavilions will be located at a premier location along the riverfront and will accommodate between 12 and 18 retail vendors within approximately 10,000SF of dedicated retail space. Following the proven Winter Markets model, Developer will (1) make the pavilions available to small businesses at substantially below market rents; (2) provide each vendor with $3,000 in business support to access wraparound business services including coaching and financial support; (3) facilitate the provision of that wrap-around support through a contract with a dedicated small business development partner or partners; and (4) continuously evaluate opportunities to "graduate" high-potential small businesses into larger retail space within the riverfront or elsewhere in Developer's portfolio.	**$3,000 per vendor (between 12-18 at a time)** **Valued at ~1.08M for 12 vendors a year over a 30 year period**	NAC to add language: The Developer will accelerate time on temporary pop-up shops to support small businesses during the construction period.
74				**D. Provides dedicated cultural and community-serving commercial space** — Developer shall provide opportunities for Detroit-serving cultural and community uses, including dedicated gallery, exhibition, food, entertainment, and other spaces that contribute to the identity and vitality of the Riverfront.	In addition to the publicly accessible indoor facility outlined in **Section C.1.E above**, Developer: - Commits not only to delivering approximately 18 acres of publicly accessible civic space, but to regularly activate and program that space with culturally relevant programming. Developer has a strong track record of popular programming and activations, including the Monroe Midway, the activation of Nick Gilbert Way, alley activations, holiday activations, and the Stories of Us activation throughout Downtown and the East Riverfront. - Commits to including an Observation Deck as a core feature of the Renaissance Center redevelopment, which is anticipated to include gallery/exhibit space with uniquely Detroit offerings and programming.		NAC requests that the Developer hires a culturally competent advisor to assist with placemaking and cultural activations.
75				**E. Provides advance notice, relocation assistance, and right to return for existing Renaissance Center businesses** — Developer shall provide advance notice and appropriate relocation assistance to businesses displaced by redevelopment. Renaissance Center businesses operating during 2022–2026 shall receive a right of first refusal to return to comparable commercial space following redevelopment, with consideration given to commercially reasonable and affordable lease terms.	All tenants that have relocated from the Renaissance Center prior to the end of their lease term have already reached voluntary agreements that responded to, and met, the specific requests and needs of each tenant.		
76				**A. Creates opportunities for Detroit-based businesses** — Developer shall reserve a defined share of retail and commercial space for Detroit-based, legacy, and small businesses at below-market or otherwise protected rents. Developer shall reserve a defined share of retail and commercial space for disadvantaged businesses, Detroit-based businesses, Detroit-based small businesses, Detroit headquartered businesses, and Detroit-resident businesses at below-market or otherwise protected rents, including opportunities within food halls, incubators, pop-up spaces, and other high-visibility commercial locations.	**See C.4.C Above. (Detroit Small Business Pavilions)**		NAC would like to add additional language to ensure that prime real estate locations are offered to DBB.
77				**B. Provides affordable retail, pop-up, and tenant opportunities** — Developer shall provide affordable temporary and permanent commercial opportunities for emerging businesses, entrepreneurs, artists, food businesses, and other small businesses. Pop-up and incubator opportunities shall create measurable pathways to permanent leases and commercial ownership opportunities for businesses that demonstrate viability.	**See C.4.C Above. (Detroit Small Business Pavilions)**		NAC would like to add additional language to ensure that prime real estate locations are offered to DBB.

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78	Place	Small Business, Local Ownership, and Economic Opportunity	**C.5**	**C. Creates a small business commercialization pathway** — Developer shall establish a small business incubator and commercialization hub that helps disadvantaged businesses, Detroit-based businesses, Detroit-based small businesses, Detroit headquartered businesses, and Detroit-resident businesses strengthen, grow, and scale their existing businesses and prepare to successfully operate in high-value commercial locations within the project and along the Riverfront. The program shall provide affordable space, technical assistance, mentorship, business planning, financial management, marketing, access to capital, procurement support, and other resources needed to prepare businesses for permanent commercial opportunities. The program shall prioritize Detroit-based, legacy Detroit, historically disadvantaged, Black-owned, and women-owned businesses and shall create measurable pathways for businesses to progress from training and technical assistance, to pop-ups and temporary locations, to permanent storefronts and other prime commercial opportunities within the project and Riverfront.	**See C.4.C Above. (Detroit Small Business Pavilions)**		
79				**D. Establishes small business funding and access to capital** — Developer shall provide $3,000,000 in grants for eligible Detroit small businesses and entrepreneurs and an additional $3,000,000 investment in an established Community Development Financial Institution (CDFI) to establish or expand a revolving loan fund for small businesses.	While Developer values these investments, as noted with respect to other proposals, the Gilbert Family Foundation is already making these investments. Providing capital access and technical assistance to Detroit entrepreneurs and small businesses is a core pillar of The Gilbert Family Foundation. In addition to active grantmaking to small business development partners, the Gilbert Family Foundation has launched direct capital access initiatives including committing over $15 million to the Venture 313 program and $6.5 million to the Motor City Contractor Fund. **Additionally, we will invest $3 million in a leveraged fund for small business operating and investing in Detroit neighborhoods.**	**$3,000,000**	
80				**E. Provides small business representation and advocacy** — Developer shall maintain a structured small-business voice in project planning, leasing, procurement, commercial programming, and ongoing project operations. Small business representatives shall have meaningful opportunities to provide input on policies and decisions affecting Detroit-based businesses throughout redevelopment and long-term operation.	The Ren Cen and RiverEast NAC includes robust representation from the small business community. Developer is committed to ongoing engagement with the NAC through Project execution, providing an existing, structured forum for engagement on small business issues.		
81	Opportunity	Wages, Labor Standards, and Worker Protection	**D.1**	**A. Living wage standards** — Developer shall pay no less than the Living Wage, as calculated using the State of Michigan living wage calculator, for all jobs across the project site, including on-site operations, maintenance, hospitality and retail jobs. This standard applies to the Developer and its subcontractors and shall be adjusted annually. Currently, the living wage is calculated at $22.07 per hour.	With respect to the construction of the Project, Developer has a 15-year track record of utilizing union labor and is expressly committing to do so for this historic investment. Developer is confident that union pay scales, plus fringe benefits, achieve the NAC's objective. With respect to the operation of the Renaissance Center complex: •Developer intends to operate the hotel through a management agreement with a leading national hotel brand that is a signatory to a collective bargaining agreement. Developer is confident that the negotiated union pay scales, plus benefits, achieve the NAC's objective. •Developer intends to contract for core building services (janitorial and engineering) with vendors that are also signatories to collective bargaining agreements. Developer is confident that the negotiated union pay scales, plus benefits, achieve the NAC's objective. With respect to those components of the RiverEast Development that are leased to third-parties, hiring and contracting is not within Developer's control.		
82				**B. Maintains union and labor-peace standards** — Developer shall maintain union and labor-peace standards across construction, maintenance, and operations. Developer shall require all contractors and subcontractors performing work on the project to comply with applicable union agreements, labor-peace requirements, and project labor standards, and shall include these requirements in all applicable contracts.			
83		Hiring Detroit Residents and Impacted Employees	**D.2**	**A. Detroit resident hiring for construction and development** — Developer shall commit to a minimum 51% Detroit resident workforce for all construction and development jobs related to the project, across the full career ladder from entry-level and skilled-trade positions through management and executive positions. Hiring shall comply with all applicable City of Detroit resident hiring requirements and other applicable laws and regulations.	Developer will comply with EO 2024-2.		City of Detroit EO 2021-2: Sets a goal for development projects receiving city financial assistance or tax abatements to hire at least 51% bona-fide Detroit residents to work on the construction of the project. Projects that do not meet this goal are required to make financial contributions to the city's workforce development programs.
84				**B. Detroit resident hiring for permanent jobs** — Developer shall commit to a minimum 51% Detroit resident workforce for permanent jobs associated with the project, including executive, leadership, management, professional, hospitality, retail, operations, maintenance, and entry-level positions. Developer shall provide first-source hiring consideration to Detroit residents and comply with all applicable City of Detroit hiring requirements.	Developer is committed to the implementation of a robust employment plan. For employment opportunities under the control of Developer or its direct agents, Developer commits to working with Detroit at Work and to publicizing and holding job fairs to increase and facilitate Detroit resident awareness of employment opportunities. For employment opportunities with third-party tenants, Developer commits to including language in its leases requiring its third-party tenants to make commercially reasonable efforts to work with Detroit and Work, and to host job fairs, to meet their employment needs.		The NAC would like clarity on employment plan and employment goals, explain the opposition to sourcing Detroit first talent.

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85	Opportunity			**C. Job retention, rehire, and worker transition protections** — Developer shall provide rehire priority for former Renaissance Center workers for positions involving the same or similar duties and shall provide appropriate transition, retraining, and career-support services for affected workers.	With respect to unionized hotel, janitorial, engineering, and security employees transitioned to allow for the redevelopment, the positions are covered by collective bargaining agreements which specifically address and govern transition and rehire priority.		The Developer shall use its best efforts to encourage any successor contractor, regardless of affiliation or identity, to hire former employees of the Renaissance Center for positions involving the same or substantially similar duties.
86		Training, Apprenticeship, and Career Advancement	D.3	**A. Construction and skilled-trades training and apprenticeships** — Developer shall invest a minimum of $6,000,000, beginning upon execution of the Community Benefits Agreement, in skilled-labor training and apprenticeship programs for people who live and work in Detroit. The program shall be integrated into project construction, continue beyond the project, and connect participants to existing workforce development and training programs, including Wayne County Community College District, Detroit at Work, Detroit Employment Solutions Corporation, Detroit Public Schools Community District, unions, and other qualified training providers.	Developer fully shares the NAC's commitment to workforce development, focused not only on the skilled trades but on other STEM and in-demand fields as proposed by the NAC in Section E.1.C below. Developer is prepared to make a specific and significant **$6 million** financial commitment to workforce development. Developer, however, believes that it is critical to do so in alignment with the Mayor's workforce development strategy. As part of her poverty elimination and economic opportunity strategy, Mayor Sheffield has placed particular emphasis on building a more focused, coordinated, and effective workforce system. Accordingly, Developer commits to working expeditiously with the NAC and Administration to formulate and finalize a robust workforce development commitment as part of this Agreement.	**$6,000,000**	NAC would like to incorporate the City's language: 6M investment in workforce development over 4 years as follows: (1) $3M over 4 years dedicated to the skilled trades, specifically through scaling up and enhancing proven programs like TRADE Connect. By scaling up, we mean investing directly into the program to fund more participants. By enhancing, we mean funding around the program for barrier removal, like transportation solutions. (2) $3M over 4 years dedicated to STEM and other in-demand careers with a post-secondary partner that will work in partnership with DPSCD.
87				**B, Expands workforce development on Detroit's east side —** Developer shall provide an investment to support an existing Detroit-based workforce development organization serving Detroit's east side to supplement existing workforce and skilled-trades training programs operating on the west side and elsewhere in the city.			
88				**C. Provides career advancement and long-term economic mobility** — Developer shall invest in workforce development for Detroiters that connects training to advancement, higher wages, entrepreneurship, and management-level opportunities. Programs shall include skilled trades, upskilled labor, professional services, technology, and other knowledge-economy careers and shall create pathways beyond entry-level employment.			
89		Community Wealth	D.4	**A. Establishes a Community Wealth and Anti-Displacement Fund** — Developer shall contribute $7,500,000 to a Community Wealth and Anti-Displacement Fund to advance economic inclusion, shared prosperity, community ownership, and long-term neighborhood stability. The fund shall support priorities identified by Detroit residents and communities and focus on investments that help ensure that redevelopment-generated value is shared with surrounding communities. The fund shall be governed through a transparent process that provides meaningful community participation in establishing priorities, allocating funds, and monitoring outcomes.	Because it is not feasible to fund all proposals, Developer respectfully proposes to focus our investments on affordable housing, workforce development, and access to capital for small minority neighborhood partners.		
90	Experience	Youth Engagement and Opportunity	E.1	**A. Creates dedicated space and opportunities for youth** — Developer shall dedicate space within the project area for flexible community use, with a focus on youth, seniors, education, workforce development, and professional development, including a youth center and safe places for young people to gather. Developer shall establish and fund a 30-year operations, maintenance, activation, and programming fund for the dedicated space, with contributions made over 30 years to support its long-term viability.	**See C.1.E Above. (Community Resilience Hub)** Developer is committed to programming the Project as a broadly-accessible, family friendly district specifically intended to provide safe, fun, and accessible opportunities for youth. Developer affirms its intent and desire, subject to commercial forces beyond its control, to program the district with experiential and entertainment options specifically oriented towards youth and families. As part of its commitment to activate and program public space, Developer also commits to youth-oriented programming. Developer will collaborate with partners with extensive experience in youth programming, including the Detroit Riverfront Conservancy and Joe Louis Greenway Partnership, to implement best practices for youth-oriented programming in the 18-acres of publicly accessible civic space anchoring the riverfront.		The NAC seeks clarity on funding for programming and the maintenance of the facility (Community Resilience Hub) to ensure that the allocation proposed is sufficient.
91				**B. Provides continuous youth engagement throughout the project lifecycle** — Developer shall create sustained youth participation, youth-centered programming, and opportunities for young people to shape the project's future. Youth, beginning at the middle-school level, shall be engaged throughout project planning, construction, development, environmental justice, programming, and long-term operation. The program shall build upon existing City youth initiatives rather than duplicate or compete with them and shall leverage existing schools, training agencies, unions, after-school programs, youth organizations, and other community partners.	Developer will work with the City of Detroit, Office of Youth Affairs, to maintain ongoing and long-term engagement with Detroit youth on programming that young people would like to experience on the riverfront.		

	A	B	C	D	E	F	G
7	**Category**	**Sub-Category**	**Section**	**NAC Recommendation Per Item - 10.06.2026**	**Developer Response - 10.13.2026**	**$ Amount Proposed**	**NAC Response - 10.20.2026**
92	Experience	Youth Engagement and Opportunity	**E.1**	**C. Establishes school, university, and skilled-trades partnerships** — Developer shall establish partnerships with existing Detroit-area programs in urban design. architecture, landscape architecture, planning, engineering, construction, and skilled trades. Partnerships shall include DPSCD schools such as University Prep High School, Martin Luther King Jr. Senior High School, and Cass Technical High School; Wayne County Community College District; local universities including Wayne State University, the University of Michigan and its Taubman College of Architecture and Urban Planning, and Michigan State University; and Detroit-based trade schools and workforce development organizations. Partnerships shall provide students with field trips, project-based learning, internships, mentorship, career exposure, and pathways to employment and further education in design, urban development, the built environment, skilled trades, and related fields.	Developer will work with the City of Detroit, Office of Youth Affairs, to maintain ongoing and long-term engagement with Detroit youth on programming that young people would like to experience on the riverfront.		See Response in D.3
93				**D. Provides career, technical, STEM, and training opportunities** — Developer shall provide accessible technical, STEM, vocational, and career training linked to project jobs and broader career opportunities.	Developer will work with the City of Detroit, Office of Youth Affairs, to maintain ongoing and long-term engagement with Detroit youth on programming that young people would like to experience on the riverfront.		
94				**E. Creates a youth talent pipeline through paid experience and mentorship** — Developer shall provide a minimum of 100 paid internships and year-round youth employment opportunities, with mentorship and pathways connecting participants from schools and training programs to employers and permanent careers.	Because Developer is committed to investing in effective workforce development models, and because such models include internship and mentorship pipelines, Developer intends this proposal to be addressed through the aforementioned commitments.		
95				**F. Supports opportunities that help retain Detroit youth and families** — Developer shall support education, career, entrepreneurship, housing, and family opportunities that strengthen Detroit's ability to retain young people, graduates, and families in the city.	Developer, through its affiliates, is the leading sponsor of the Move Detroit initiative specifically formed and operating for this purpose.		
96		History, Heritage, and Detroit Identity	**E.2**	**A. Honors Black Detroit history and heritage** — Developer shall work with the City of Detroit, historians, cultural organizations, and Detroiters to ensure that the redevelopment authentically reflects, honors, and carries forward the history, culture, and legacy of Black Detroit, with particular emphasis on Black Bottom, Paradise Valley, the Underground Railroad, and Mayor Coleman A. Young.	Developer recognizes the close nexus between Mayor Coleman A Young, the Renaissance Center, and the Detroit Riverfront. Developer commits to working with the Coleman A. Young Statute Initiative to fund, build, and prominently place a statute of Mayor Young within the signature public space being developed as part of the Project. Developer will also commit to the maintenance and cleaning of Underground Railroad Statue in Hart Plaza subject to an agreement with the city		The NAC would like the Developer to incorporate the language from the previous ask and consult a cultural historian to capture the history of the project and impacted community.
97				A. The project's commercial district, public spaces, architecture, art, programming, wayfinding, and interpretive elements shall collectively reflect Black Bottom as a historic Black business and cultural district, including its role as a center of Black entrepreneurship, commerce, community, music, arts, and social life.			
98				A. Developer shall coordinate with the City of Detroit, I-375 Reconnecting Communities Project partners, and affected neighborhoods on related planning, programming, business development, and pedestrian connections.	Developer shall coordinate with the City of Detroit and MDOT-led I-375 Reconnecting Communities Projects, and affected neighborhoods on related planning, programming, business development, and pedestrian connections.		
99				**B. Promotes Detroit neighborhoods, attractions, and local businesses** — Developer shall create and prominently display an accessible and regularly updated map showcasing Detroit neighborhoods, cultural and historic destinations, attractions, restaurants, retail establishments, entertainment venues, and key local businesses throughout the city. The map shall provide visitors with information and wayfinding that encourages exploration beyond the project site and highlights the diversity, history, culture, and businesses that make Detroit unique.	Developer commits that, within the Renaissance Center observation deck, there will be materials specifically intended to inform and inspire visitors about opportunities and experiences in Detroit's neighborhoods.		
100				**C. Preservation of Renaissance Center history and Detroit identity** — Before any demolition, Developer shall complete formal historic documentation (drawings, photos, oral histories) of the Renaissance Center and John Portman's design along with Mayor Coleman A. Young's leadership to create a permanent exhibit of its history. Developer shall work with historical societies and the City of Detroit to incorporate historical art, landmarks, placards and design features into the project area at the cost of the Developer.	Developer is confident that robust historical records exist of the Renaissance Center but commits to consulting with the Detroit Historical Society and to donating any artifacts from the Renaissance Center that will not be incorporated into the redevelopment to the Historical Society as requested and to the extent practicable.		
101				C. In order to promote the preservation of historically significant buildings and sites throughout the Impact Area, the Developer shall fund an application to nominate appropriate sites in Impact Area to the National Register of Historic Places. A successful application will allow for the utilization of federal historic tax credits for the preservation and rehabilitation of historically significant sites and structures in the Impact Area.			The NAC seeks clarity from the Developer on the counter proposal/add language from the City
102				**A. Affordable cultural and entertainment experiences and festivals** — Developer shall provide free or affordable concerts, festivals and cultural activities accessible to Detroit residents.	This is a core commitment of Developer with respect to the public and civic space. Developer commits to providing free or affordable concerts, festivals and cultural activities accessible to Detroit residents, including youth and senior programing		
103				B. Youth, senior and family programming — Developer shall provide recurring programming for youth, seniors and families, including senior-specific programs and a replacement for youth attractions lost when the Midway closed. Programming shall be delivered through the dedicated flex space and the overall youth and senior engagement strategy.	As part of its commitment to active and programmed public space, Developer is prepared to commit not only to youth-oriented programming, but also to programming tailored to seniors. Developer will collaborate with partners with extensive experience in programming for all ages, including the Detroit Riverfront Conservancy and Joe Louis Greenway Partnership, to implement best practices for community programming in the 18-acres of publicly accessible civic space anchoring the riverfront.		The NAC would like clarity on the plan for the 18 acre activation space. - See A(4)(B)-Give residents ongoing opportunities to review material changes and provide recommendations regarding the project during the construction period on at least a biannual basis. Included report on engagement activities in the biannual report.

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104	Experience	Events, Programming, and Recreation	**E.3**	**C. Preserves and Invests in the Aretha Franklin Amphitheatre** — Developer shall invest $2,500,000 in the ongoing preservation, capital improvements, maintenance, and long-term viability of the Aretha Franklin Amphitheatre. The investment shall support improvements necessary to preserve and enhance the facility and sustain its historic and cultural significance as the surrounding Renaissance Center and East Riverfront area is redeveloped. Eligible improvements may include deferred maintenance, building and site improvements, façade improvements, stormwater management, accessibility improvements, and other capital needs identified in coordination with the Amphitheatre. The investment shall consider improvements necessary to achieve and maintain full ADA compliance and universal design beyond minimum ADA requirements throughout the entire visitor experience, including parking and drop-off areas,	Developer is committed to working collaboratively with The Right Productions on the future of live music on the riverfront and has made such commitment directly to The Right Productions.		
105				**D. Free and low-cost events, recreation and entertainment** — Developer shall provide a minimum number of free public events each year, year-round programming including winter, and a mix of free and paid experiences. Developer shall provide Detroit residents with low-cost access to paid events and programming and shall reserve a defined number of free tickets for Detroit residents and Detroit-based community organizations through a transparent distribution process, such as a lottery or first-come, first-served system.	Developer intends that all riverfront programming under its control, i.e., on the publicly accessible civic space, will be either free or at a low-cost following the model of the Monroe Midway, Nick Gilbert Way, Bedrock's street-level and alley activations, the Winter Markets, and our holiday programming.		
106				**E. Waterfront programming, maritime activities and visitor engagement** — Developer shall provide opportunities for waterfront commerce, recreation, and visitor engagement, including water-based activities such as a fishing pier, kayak or paddle launch, boat tours, or similar activities, subject to applicable permits and approvals.	This is a core commitment of Developer. Developer shall provide opportunities for waterfront commerce, recreation, and visitor engagement, including water-based activities such as a fishing pier, kayak or paddle launch, boat tours, or similar activities, subject to applicable permits and approvals.		NAC seeks clarity on the pricing of the events to ensure that the events are affordable for Detroiters.
107				**F. Space for community events and programming** — Developer shall provide dedicated space that is free or available at a low cost for Detroit-based organizations, block clubs, and associations to host community events, festivals, cultural activities, meetings, conferences, and other programming. Space shall be made available through a transparent and accessible reservation process. This may be included in the business model of the dedicated flex space.	**See C.1.E Above. (Community Resilience Hub)** Developer will work with the Riverfront Conservancy and Joe Louis Greenway Partnership to implement models for outside organizations to host community events within the publicly accessible civic space, subject to any permitting and other legal requirements.		
108		Arts and Creative Economy	**E.4**	**A. Public art, existing artwork and cultural preservation** — Developer must transition existing artwork, including at the podium and People Mover, to the same or better place, in coordination with the artist and/or with City Walls Detroit	Developer commits to best efforts to preserve, retain, or relocate existing artwork within the project boundaries. Where this is not feasible, the developer will coordinate with institutions such as City Walls Detroit, Detroit Historical Society, and/ or Detroit art and gallery institutions to relocate artwork to offsite locations.		
109				**B. A place for Detroit Artists** — Developer shall prioritize Detroit-based artists for artwork, murals, installations, public art commissions, exhibitions, and other creative opportunities throughout the project area. Opportunities shall include both emerging and established Detroit artists, including Legacy Detroit Artists, and shall provide meaningful opportunities for Detroit artists to create, display, perform, and sell their work.	Developer shall prioritize Detroit-based artists for artwork, murals, installations, public art commissions, exhibitions, and other creative opportunities throughout the project area. Opportunities shall include both emerging and established Detroit artists, including Legacy Detroit Artists, and shall provide meaningful opportunities for Detroit artists to create, display, perform, and sell their work.		