

New Business.

7/24/188.

**PLANNING AND
ECONOMIC
DEVELOPMENT
STANDING
COMMITTEE**

Alton James
Chairperson
Lauren Hood, MCD
Vice Chair/Secretary

City of Detroit

CITY PLANNING COMMISSION
208 Coleman A. Young Municipal Center
Detroit, Michigan 48226
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Lisa Whitmore Davis
David Esparza, AIA, LEED
Gregory Pawlowski
Frederick E. Russell, Jr.
Angy Webb

July 19, 2018

HONORABLE CITY COUNCIL


RE: Formation of a Task Force to prepare for the possibility that the pending ballot proposal to legalize recreational marihuana may pass.

On June 21, 2018, the City Planning Commission voted to recommend that a task force be formed to prepare for the possibility that the pending ballot proposal to legalize recreational marihuana may pass. Since the legalization of medical marihuana in 2008, the City has struggled to appropriately regulate the industry. In the past, when new or expanding industries in the City of Detroit (such as casinos, or sexually oriented businesses), a special effort was undertaken to educate staff, appointed and elected officials through the exploration of that industry including its presence in other cities, best practices, regulations and the physical and economic impacts.

In order to be proactive, the CPC would like to initiate the formation of a joint Task Force with the Administration. Before proceeding with this effort we felt it best to solicit City Council's input, given the leadership of City Council, particularly Council Member Tate, with regard to medical marihuana. We therefore request the support and seek the contributions of Your Honorable Body as it concern the City Planning Commission desire to form this Task Force.

Respectfully submitted,

ALTON JAMES, CHAIRPERSON



Marcell R. Todd, Jr., Director

cc: Maurice Cox, Director PDD
David Bell, Director, BSEED
Lawrence Garcia, Corporation Counsel

CITY CLERK 2018 JUL 23 AM 10:30

40

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July 23, 2018

HONORABLE CITY COUNCIL

RE: Request of Doug Quada to approve site plans and elevations for a Planned Development (PD) zoning classification on District Map No. 4 of the Detroit Zoning Ordinance, Chapter 61, Article XVII of the 1984 Detroit City Code, for the Henry Glover mansion commonly referred to as 229 Edmund Place, to renovate existing structure and also construct a two (2) story addition to the rear of building
(RECOMMEND APPROVAL WITH CONDITIONS)

NATURE OF REQUEST

The City Planning Commission (CPC) has received the request of Doug Quada to approve site plans and elevations for the Henry Glover mansion commonly referred to as 229 Edmund Place. The property is a historic Victorian style mansion owned by developer, Mr. Quada.

30 years of abandonment has left the structure in poor condition, but the developer plans to restore it back to its original grandeur. Original and replica feature of this historic home will be employed to rehabilitate the existing in accordance with the Secretary of the Interior Standards for Rehabilitation. The developer also plans to construct an addition to the rear of the structure in order to create new units. The current structure would house three (3) units, while the proposed addition would provide two (2) additional units. Each unit is planned to have two (2) bedrooms and 1,400 square feet of floor area. The brick to be used in the new development, is similar to that which was salvaged from the original house.

The building will remain at its original height of 42' with the new addition reaching 35'. Parking stalls would be provided in the rear of the property totaling six (6) spaces, accessible from the alley.

Rents are planned to be at market rate value.

ANALYSIS AND PLANNING CONSIDERATIONS

The Zoning Ordinance Sec. 61-11-15 outlines the applicable design criteria for PD design review. CPC staff has analyzed this proposal in accordance with those criteria, reviewing the scale, form and massing, compatibility, parking and loading and other review criteria.

Based on the proposed rehabilitation and expansion providing two (2) additional units similar this development is appropriately scaled with the new addition stepping down as it spans northward. The addition is similar to other additions to buildings in the neighborhood.

Parking provisions are in conformance with zoning. All other applicable standards have also been met; namely setbacks and F.A.R.¹ standards.

Surrounding Zoning and Land Use

The zoning classification and land uses surrounding the subject area are as follows:

North: is zoned PD-H; Community park

East: is zoned PD-H; Vacant lots; historic mansions

South: is zoned PD-H; City Modern development (under construction)

West: is zoned PD-H; lot

Historic District Commission

The Historic District Commission has reviewed this proposal and issued a Certificate of Appropriateness in accordance with the provisions of Chapter 25 of City Code.

Master Plan of Policies

The subject property is located in the Lower Woodward area of Neighborhood Cluster 4. The future land use designation for the subject parcels indicates Mixed Residential Commercial (MRC) on the subject parcel. It is CPC staff's judgment based upon similar developments and the Master Plan description that the proposal meets the intent of the MRC designation.

COMMUNITY INPUT

The Brush Park CDC has submitted a letter of support unanimously supporting the proposal after reviewing the plans of the developer at their March 13, 2018 public meeting. The developer has also informed the remaining neighbors on the subject block of the plans for renovation and has largely received support from the majority of immediate neighbors.

RECOMMENDATION

Based on the aforementioned information and our review of the PD Design criteria, CPC staff deems this proposal as being appropriate. Therefore, CPC recommends approval with the following conditions:

1. That the developer work with the immediately adjacent community to minimize disruption to the neighborhood during construction and address impacts that may arise;
2. That final site plans, elevations, lighting, landscape and signage plans be submitted by the developer to the staff of the City Planning Commission for review and approval prior to making application for applicable permits.

¹ Floor to area ratio: ratio of a building's total floor area (gross floor area) to the size of the piece of land upon which it is built.

Respectfully submitted,

ALTON JAMES, CHAIR PERSON

A handwritten signature in cursive script that reads "Marcell R. Todd, Jr.".

Marcell R. Todd, Jr. Director
Kimani Jeffrey, Staff

Attachments:

Map

Plans

Support Letter

Resolution

cc: Maurice Cox, Director P&DD
John Baran, P&DD
R. Steven Lewis, P&DD
David Bell, Director BSEED

Henry Glover Mansion
229 Edmund Place





234 Winder Street
Detroit, MI 48201
www.BrushParkCDC.org
BrushParkCDC@Gmail.com



May 25, 2018

Christian Hurttienne Architects
2111 Woodward Avenue, #201
Detroit, MI 48201
Attn: Brian V. Hurttienne

Re: Brush Park CDC Letter of Support – 229 Edmund (Henry Glover House)

Brush Park Community Development Corporation (the “CDC”) forwards this letter to show our support of the proposed rehabilitation of the property located at 229 Edmund (the “Project”).

The Project plans were presented before the CDC and the Brush Park community at a public meeting held on March 13, 2018, with the developer requesting CDC support for the design of the Project. The community asked questions about size, pricing and available parking spaces for the units, but was generally receptive to this development and welcoming of the careful rehabilitation of a historic home that has long been in a dilapidated state.

Much consideration was given to the Project by the CDC Board. By a vote of 8 in favor, 0 objections and 0 abstentions, the Board voted to support the design of the Project.

We thank you again for your commitment to Brush Park and making a positive impact in our community.

Sincerely,

Karissa Holmes, Secretary

Cc: City of Detroit Planning & Development

By Council Member _____:

WHEREAS, Doug Quada, has requested site plan review and approval of the preliminary site plans for the rehabilitation with rear building addition to establish a five (5) unit building located on the north side of Edmund Place between John R and Brush Street, more specifically known as 229 Edmund Place and also known as Tax Parcel No. 01000717; and

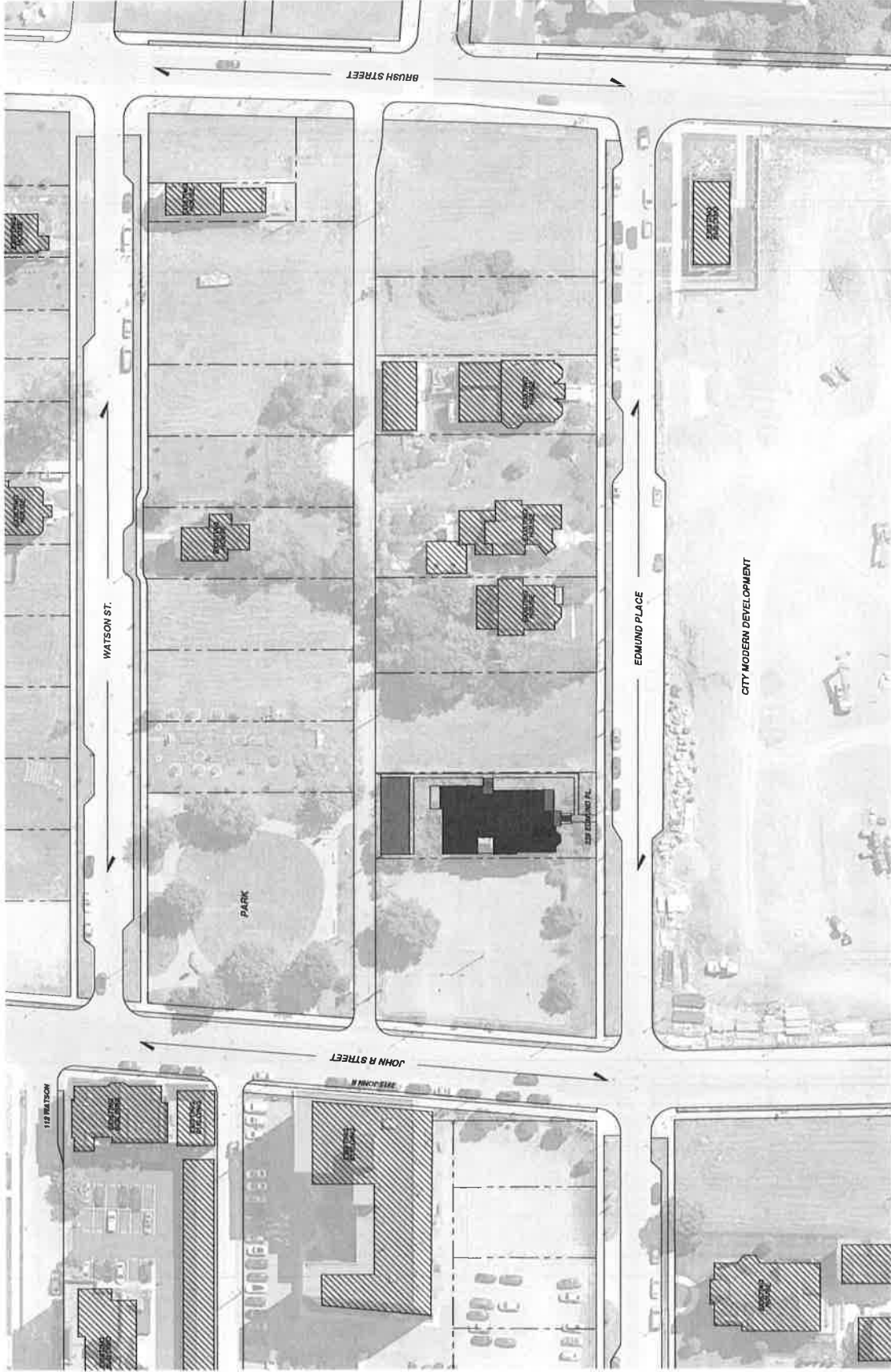
WHEREAS, the proposed development is located within an existing PD (Planned Development) District and consequently, subject to the provisions of Article III, Division 5, Subsection C; "Authority to Review and Approve Site Plans," (Section 61-3-142) of the Detroit Zoning Ordinance; and

WHEREAS, the PD zoning district classification requires that site plans be reviewed and approved by the Detroit City Council following the receipt of a written report and recommendation from the City Planning Commission; and

WHEREAS, the Detroit City Council has reviewed the preliminary site plan and found the proposed development to be in agreement with the applicable site plan approval criteria described in Article III, Subdivision D of the Zoning Ordinance; and

WHEREAS, the Planning and Development Department Staff have found the proposed development to be in conformance with the applicable Brush Park Rehabilitation Project Development Plan (Third Modification) dated July 10, 2002;

NOW, THEREFORE, BE IT RESOLVED, that the Detroit City Council approves the preliminary site plans for the 229 Edmund project, described in the communication from the City Planning Commission staff, dated July 23, 2018 as depicted in the "229 Edmund Site Plan" prepared by Christian Hurttienne Architects, LLC and dated June 7, 2018 with the condition that final site plans, elevations, landscaping, lighting and signage plans being submitted to the staff of the City Planning Commission for review and approval for consistency with the authorized plans prior to application being made for applicable permits.



ENTIRE AREA SHOWN ZONED PD-H

CONTRACTOR'S NOTE

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DETROIT AND THE STATE OF MICHIGAN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DETROIT AND THE STATE OF MICHIGAN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DETROIT AND THE STATE OF MICHIGAN.

GENERAL NOTES

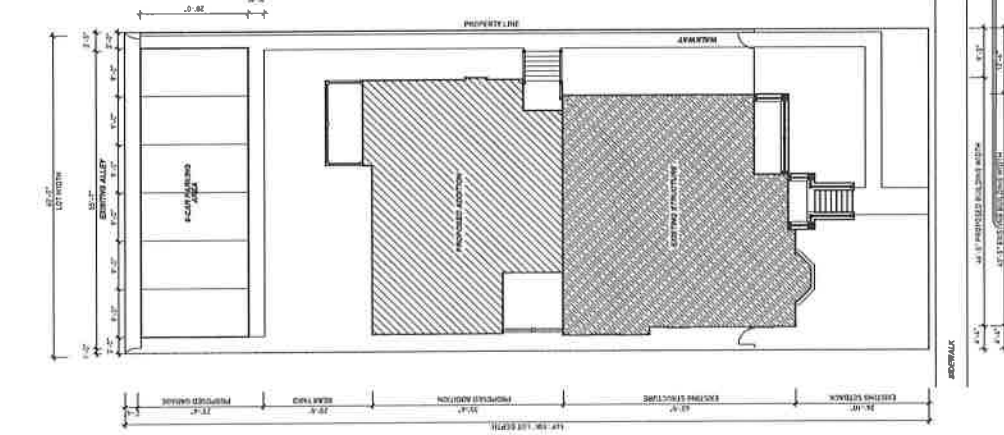
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ZONING PD-H NOTE

NOTE: SOME SYMBOLS MAY NOT BE APPLICABLE. REFER TO THE ZONING PD-H NOTE FOR MORE INFORMATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DETROIT AND THE STATE OF MICHIGAN.



SYMBOLS

EXISTING STRUCTURE
NEW CONSTRUCTION
PROPERTY LINE

2 FENCE DETAIL

1-1/2" SQUARE POSTS
3/4" SQUARE RAILS AT 4'-0" ON CENTER
DECORATIVE 6" CLEAR GLASS POST TOPS

1 SITE PLAN

EXISTING STRUCTURE
NEW CONSTRUCTION
PROPERTY LINE

1 SITE PLAN

EXISTING STRUCTURE
NEW CONSTRUCTION
PROPERTY LINE

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MFC ENGINEERS
 STRUCTURAL ENGINEER

229 EDMUND PLACE
 229 EDMUND PLACE, DETROIT, MI 48201
 CONSTRUCTION DOCUMENTS

DATE	DESCRIPTION
11.11.11	PRELIMINARY
12.15.11	REVISED
01.10.12	FOR PERMITTING
02.08.12	FOR CONSTRUCTION

DEMOLITION PLANS

D1-03

SYMBOLS

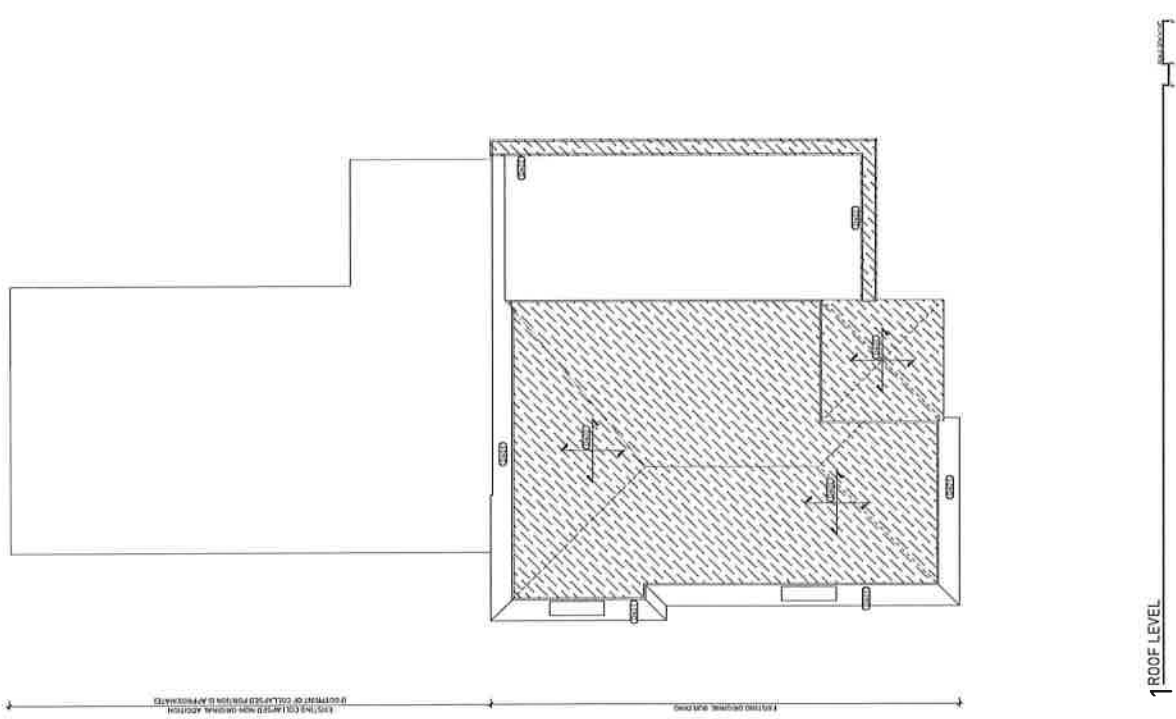
- SEE ENCL. SHEETS FOR COMPLETE SYMBOLS
- CONSTRUCTION TO BE REMOVED
- CONSTRUCTION TO BE REPAIRED
- CONSTRUCTION TO BE REINFORCED
- CONSTRUCTION TO BE REINFORCED WITH MASONRY
- CONSTRUCTION TO BE REINFORCED WITH CONCRETE
- CONSTRUCTION TO BE REINFORCED WITH STEEL
- CONSTRUCTION TO BE REINFORCED WITH ALUMINUM
- CONSTRUCTION TO BE REINFORCED WITH COPPER
- CONSTRUCTION TO BE REINFORCED WITH BRASS
- CONSTRUCTION TO BE REINFORCED WITH SILVER
- CONSTRUCTION TO BE REINFORCED WITH GOLD
- CONSTRUCTION TO BE REINFORCED WITH PLATINUM
- CONSTRUCTION TO BE REINFORCED WITH IRIDIUM
- CONSTRUCTION TO BE REINFORCED WITH OSMIUM
- CONSTRUCTION TO BE REINFORCED WITH RUTHENIUM
- CONSTRUCTION TO BE REINFORCED WITH RHODIUM
- CONSTRUCTION TO BE REINFORCED WITH PALLADIUM
- CONSTRUCTION TO BE REINFORCED WITH NICKEL
- CONSTRUCTION TO BE REINFORCED WITH ZINC
- CONSTRUCTION TO BE REINFORCED WITH CADMIUM
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- CONSTRUCTION TO BE REINFORCED WITH TANTALUM
- CONSTRUCTION TO BE REINFORCED WITH TUNGSTEN
- CONSTRUCTION TO BE REINFORCED WITH RHEINIUM
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- CONSTRUCTION TO BE REINFORCED WITH TANTALUM
- CONSTRUCTION TO BE REINFORCED WITH TUNGSTEN
- CONSTRUCTION TO BE REINFORCED WITH RHEINIUM

DEMOLITION GENERAL NOTES

1. PROVIDE SAFE AND SECURE ACCESS TO ALL EXISTING AND REMAINING STRUCTURES AND UTILITIES. ALL EXISTING AND REMAINING STRUCTURES AND UTILITIES SHALL BE DEMOLISHED IN ACCORDANCE WITH LOCAL CODES AND REGULATIONS AND ALL NECESSARY PERMITS SHALL BE OBTAINED PRIOR TO DEMOLITION.
2. CONTACT LABORER/ERECTOR IMMEDIATELY PRIOR TO DEMOLITION OF ANY EXISTING STRUCTURE TO BE REMOVED TO OBTAIN NECESSARY PERMITS AND APPROVALS.
3. PROVIDE ADEQUATE BRACING AND SUPPORT FOR ALL EXISTING STRUCTURES TO REMAIN. ALL EXISTING STRUCTURES TO REMAIN SHALL BE DEMOLISHED IN ACCORDANCE WITH LOCAL CODES AND REGULATIONS AND ALL NECESSARY PERMITS SHALL BE OBTAINED PRIOR TO DEMOLITION.
4. IF DEMOLITION OF EXISTING STRUCTURES IS REQUIRED TO BE COMPLETED IN PHASES, THE CONTRACTOR SHALL SUBMIT A DEMOLITION SEQUENCE PLAN TO THE ARCHITECT FOR APPROVAL. THE SEQUENCE PLAN SHALL SHOW THE ORDER OF DEMOLITION, THE LOCATION OF BRACING AND SUPPORT, AND THE METHOD OF DEMOLITION.
5. PROVIDE NECESSARY TEMPORARY CONSTRUCTION BRACING AND SUPPORT FOR ALL EXISTING STRUCTURES TO REMAIN. ALL EXISTING STRUCTURES TO REMAIN SHALL BE DEMOLISHED IN ACCORDANCE WITH LOCAL CODES AND REGULATIONS AND ALL NECESSARY PERMITS SHALL BE OBTAINED PRIOR TO DEMOLITION.
6. REMOVE ALL EXISTING WALL BRACINGS AND ALL EXISTING WALLS TO BE DEMOLISHED, INCLUDING MASONRY PARTIAL BRACINGS. MAKEUP OF BRACINGS AS REQUIRED IN PREPARATION TO DEMOLITION SHALL BE SUBMITTED TO THE ARCHITECT FOR APPROVAL.
7. REMOVE ALL EXISTING EXTERIOR DOORS, WINDOWS, FRAMES AND TOP CHAMFER ENCLOSURES THAT ARE TO BE DEMOLISHED. ALL EXISTING EXTERIOR DOORS, WINDOWS, FRAMES AND TOP CHAMFER ENCLOSURES SHALL BE DEMOLISHED AND DISPOSED AS REQUIRED BY THE ARCHITECT.
8. ALL EXISTING EXTERIOR DOORS, WINDOWS, FRAMES AND TOP CHAMFER ENCLOSURES SHALL BE DEMOLISHED AND DISPOSED AS REQUIRED BY THE ARCHITECT.
9. ALL EXISTING EXTERIOR DOORS, WINDOWS, FRAMES AND TOP CHAMFER ENCLOSURES SHALL BE DEMOLISHED AND DISPOSED AS REQUIRED BY THE ARCHITECT.
10. ALL EXISTING EXTERIOR DOORS, WINDOWS, FRAMES AND TOP CHAMFER ENCLOSURES SHALL BE DEMOLISHED AND DISPOSED AS REQUIRED BY THE ARCHITECT.

DEMOLITION PLAN KEY NOTES

- 0000 REMOVE LOW-SLOPE ROOF DECK AND FRAMING
- 0001 MAINTAIN EXISTING REMAINING AND DEMOLISH THE REMAINING
- 0002 REMOVE TERRAZZO, GYPSUM PLASTER, CAP



1 ROOF LEVEL

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DATE	DESCRIPTION
11.15.14	ISSUE FOR PERMIT
11.15.14	ISSUE FOR CONSTRUCTION
11.15.14	ISSUE FOR SUBMISSION

- SYMBOLS**
- EXISTING MASONRY WALL CONSTRUCTION
 - NEW MASONRY WALL CONSTRUCTION
 - EXISTING MASONRY WALL WITH NEW 2x4 WOOD-FRAMED TYPED CONSTRUCTION ON EXTERIOR SIDE
 - NEW WOOD-FRAMED WALL CONSTRUCTION
 - FOUNDING LINE

ARCHITECTURE GENERAL NOTES

- ALL WALL ASSEMBLIES AND FOUNDATION CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE 2012 INTERNATIONAL RESIDENTIAL CODE (IRC) AND THE 2012 INTERNATIONAL FOUNDATION AND BASEMENT CODE (IFBC).
- EXISTING MASONRY WALLS SHALL BE REINFORCED WITH NEW 2x4 WOOD-FRAMED TYPED CONSTRUCTION ON EXTERIOR SIDE.
- FRAGILE ITEMS SHALL BE REMOVED AT ALL LOCATIONS OF CONSTRUCTION. ITEMS TO BE REMOVED SHALL BE IDENTIFIED BY THE ARCHITECT AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING THEM.
- ALL WALL ASSEMBLIES LOCATED AT OR ADJACENT TO AN EXISTING MASONRY WALL SHALL BE REINFORCED WITH NEW 2x4 WOOD-FRAMED TYPED CONSTRUCTION ON EXTERIOR SIDE.
- ALL LOCATIONS OF CONSTRUCTION SHALL BE IDENTIFIED BY THE ARCHITECT AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING THEM.
- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE 2012 INTERNATIONAL RESIDENTIAL CODE (IRC) AND THE 2012 INTERNATIONAL FOUNDATION AND BASEMENT CODE (IFBC).
- GENERAL CONTRACTOR PROVIDES ELEVATOR SHAFT FRAMEWORK.

ARCHITECTURE PLAN KEY NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE 2012 INTERNATIONAL RESIDENTIAL CODE (IRC) AND THE 2012 INTERNATIONAL FOUNDATION AND BASEMENT CODE (IFBC).

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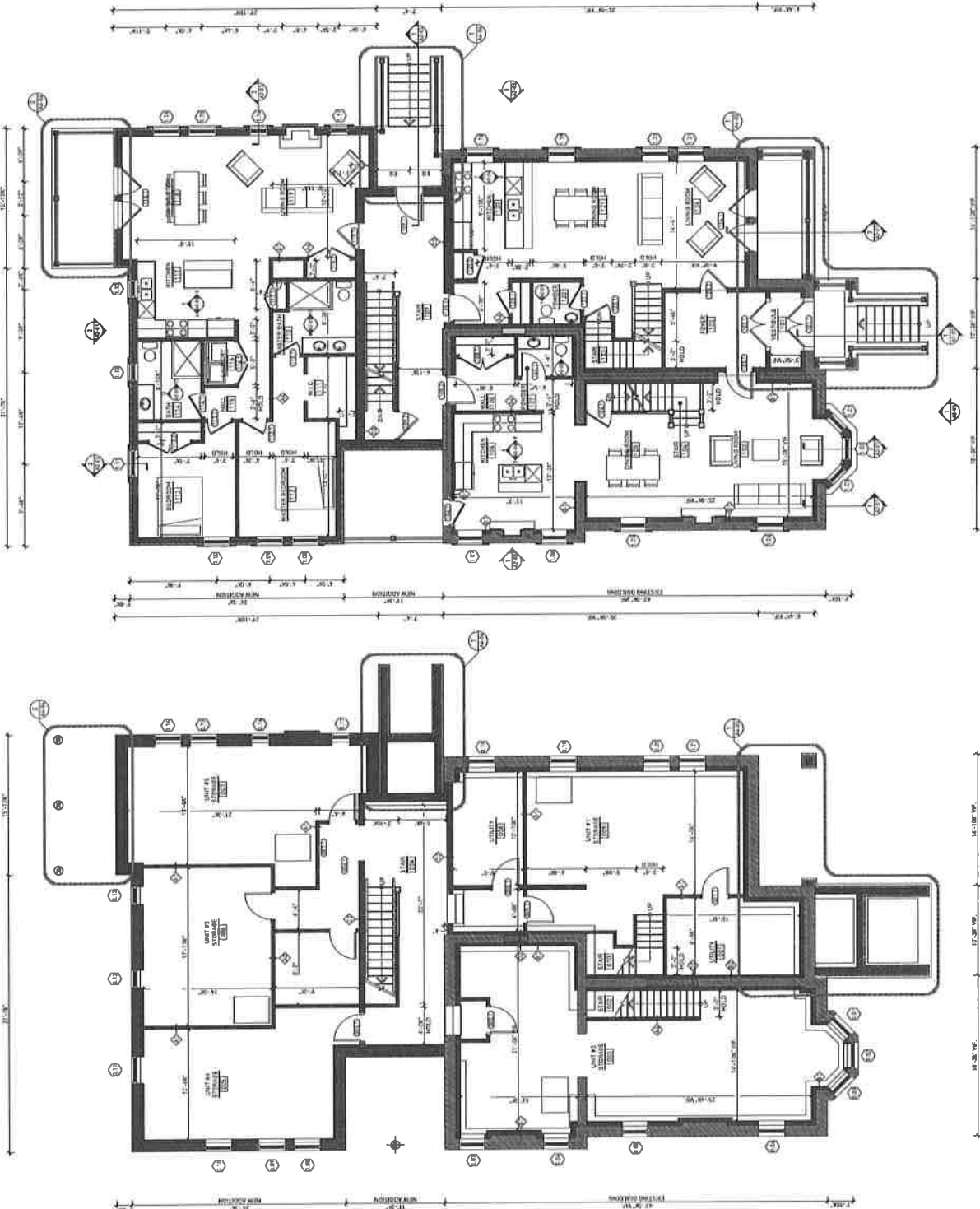
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8. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE 2012 INTERNATIONAL RESIDENTIAL CODE (IRC) AND THE 2012 INTERNATIONAL FOUNDATION AND BASEMENT CODE (IFBC).

9. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE 2012 INTERNATIONAL RESIDENTIAL CODE (IRC) AND THE 2012 INTERNATIONAL FOUNDATION AND BASEMENT CODE (IFBC).

10. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE 2012 INTERNATIONAL RESIDENTIAL CODE (IRC) AND THE 2012 INTERNATIONAL FOUNDATION AND BASEMENT CODE (IFBC).



2 FIRST LEVEL

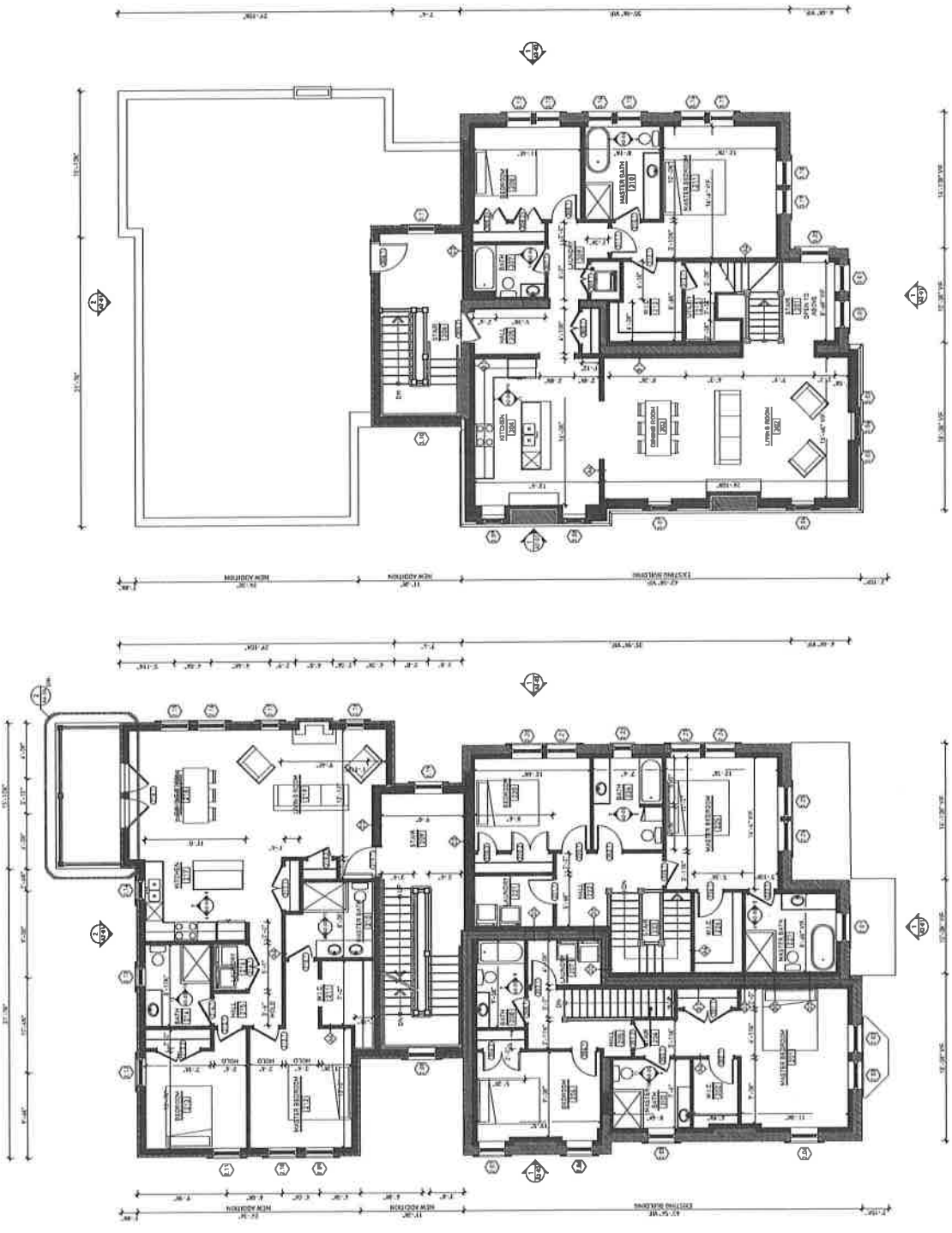
1 BASEMENT LEVEL

DATE	DESCRIPTION
11/15/2017	ISSUE FOR PERMIT
11/15/2017	ISSUE FOR PERMIT
11/15/2017	ISSUE FOR PERMIT

- SYMBOLS**
- EXISTING EMBLEM WALL CONSTRUCTION
 - NEW EMBLEM WALL CONSTRUCTION
 - EXISTING MASONRY WALL CONSTRUCTION
 - NEW MASONRY WALL CONSTRUCTION
 - EXISTING PARTITION WALL CONSTRUCTION
 - NEW PARTITION WALL CONSTRUCTION
 - EXISTING GLASS CURTAIN WALL CONSTRUCTION
 - NEW GLASS CURTAIN WALL CONSTRUCTION

ARCHITECTURE GENERAL NOTES

- ALL WALL CONSTRUCTION SHALL BE CONFORMANT WITH THE 2012 INTERNATIONAL BUILDING CODE (IBC) AND ALL APPLICABLE LOCAL ORDINANCES.
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1 SECOND LEVEL

2 THIRD LEVEL

41

Alton James
Chairperson
Lauren Hood
Vice Chair/Secretary

City of Detroit
CITY PLANNING COMMISSION
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Detroit, Michigan 48226
Phone: (313) 224-6225 Fax: (313) 224-4336
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David Esparza, AIA, LEED
Gregory Pawlowski
Frederick E. Russell, Jr.
Angy Webb

July 2, 2018

HONORABLE CITY COUNCIL

RE: Special District Review request by Gensler on behalf of the Church of Scientology for a proposed roof sign at 1 Griswold Street located within a PCA Public Center Adjacent District (Restricted Central Business District) zoning classification (**RECOMMEND APPROVAL**)

BACKGROUND

On June 21, 2018 the Planning and Economic Development Standing Committee reviewed the request of Gensler on behalf of the church of Scientology for a signage package, which was subsequently approved by Your Honorable Body on July 26.

CITY CLERK 2018 JUL 23 10:10 AM

At that time, CPC staff's June 18th report indicated that a separate proposal for a roof sign at the same location would possibly be forthcoming subsequent to action by the Board of Zoning Appeals (BZA). On June 19th, the Board of Zoning Appeals took action that has now advanced this matter to this Honorable Body for PCA Public Center Adjacent District (Restricted Central Business District) review.

The subject property is proposed to host as the Detroit location for the Church of Scientology. ¹As previously reported the building is estimated to have recently undergone and is currently working to complete \$8 million in renovation work. The property is located within a PCA (Restricted Central Business District) zoning classification, and therefore any exterior alteration to the premises requires the approval of Your Honorable Body subsequent to the review and recommendation from the Planning and Development Department (PDD) and CPC.

The subject property, 1 Griswold, was at one point occupied by the entity, "Raymond James." However, the building has been under the ownership of the Church of Scientology and/or affiliates for more than ten years now.

Section 61-6-42 of the Zoning Ordinance prescribes that, "*roof signs shall be prohibited in all areas zoned in a residential district classification and in all B1, B2, SD1, SD2, PCA Districts, and Traditional Main Street Overlay areas.*" However, the subject building currently has a sign structure that has existed since the previous owner and still carries the Raymond James signage and exists as a legal-nonconforming structure.

REQUEST

The Church of Scientology is proposing to replace the existing Raymond James message board and ticker signs (there are currently two of them), with one single roof sign. The proposal would use the aforementioned non-conforming steel frame mounting structure, but replace the actual signage with what is being proposed. The proposed sign is planned to be less square footage than the existing signs per

¹ <http://www.crainsdetroit.com/article/20170719/news/634321/church-of-scientology-to-spend-8-million-to-renovate-its-vacant>

section 61-15-34 of the zoning ordinance, which dictates that a nonconforming structure may be enlarged, altered, or expanded where the enlargement, alteration or expansion does not increase the extent of the nonconformity. The total square footage for the proposed "Scientology" sign is 203 square feet.

This matter was forwarded to the BZA in order for the Board to determine whether the sign still maintained its nonconforming status or whether it was abandoned per section 61-15-21 of the Zoning Ordinance. The BZA determined that the current signs and structure were not abandoned, but were maintained as a legal nonconforming structure with all applicable standards being met for the past years.

In addition the Historic District Commission has issued a Certificate of Appropriateness application #17-5090 (see attachment) finding that the proposed "Scientology" sign is appropriate for the Detroit Financial Historic District. The Planning and Development Department has also reviewed the proposed signage plan and has recommended approval (see attachment). The staff of the City Planning Commission (CPC) has received and reviewed a the roof sign permit application from Gensler on behalf of The Church of Scientology for the property located at 1 Griswold Street.

The Church of Scientology is requesting the approval of a roof sign via their consultant, Gensler, to place a 40' 6" x 5'0" (203 sq. ft.) The roof sign is planned to consist of reverse channel letters with LED halo illumination. The sign is to have no flashing lights or animation.

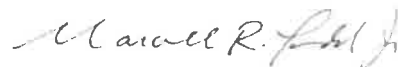
The "Scientology" roof sign is planned to utilize the same steel sign framing structure that currently exists at site, replacing the Raymond James message board and ticker signs (two in total) that currently reside at this subject site. Based on the buildings calculable street frontage that the subject building is allowed, the sign is within the maximum signage space per Sec. 3-6-7 of the Zoning Ordinance.

CONCLUSIONS AND RECOMMENDATION

CPC staff (consistent with the HDC and PDD's recommendations) finds the proposed signage to be consistent with the existing architecture of the building and the surrounding context. The sign had been a component of the building for decades. The signage meets the intent and spirit of the Zoning Ordinance and subject PCA zoning district as well as the allowable signage dimensional space according to Chapter 3 of the City Code.

Therefore, CPC staff recommends approval of the signage proposal with the condition that sign not utilize any animated or flashing component. Attached please find a resolution for consideration by Your Honorable Body.

Respectfully submitted,



Marcell R. Todd, Jr., Director
Kimani Jeffrey, Staff

Attachments:
Resolution
Plans

July 2, 2018

BY COUNCIL MEMBER _____ :

WHEREAS, the City Planning Commission has received a sign permit application from Gensler for the installation of a “Scientology” roof sign for “The Church of Scientology” at property located at 1 Griswold, which is located within a PCA Public Center Adjacent District (Restricted Central Business District) zoning classification; and

WHEREAS, the proposed installation would result in the alteration of the buildings current roof top signage; and

WHEREAS, Section 61-11-96 of the Detroit Zoning Ordinance requires City Council approval of such work after review and recommendation by the City Planning Commission and the Planning and Development Department; and

WHEREAS, the Board of Zoning Appeals has found that the existing steel frame roof structure was not abandoned and is a continuing nonconforming structure per 61-15-34 of the Zoning Ordinance; and

WHEREAS, the proposed roof sign has been properly reviewed and found to be complementary to the architecture of the building, consistent with the provisions of Chapter 3 of the City Code and also consistent with the spirit and intent of the PCA zoning district classification.

NOW, THEREFORE, BE IT RESOLVED, that the Detroit City Council approves the design and appearance of the proposed roof sign as described in the foregoing communication from the City Planning Commission and depicted in the drawings attached hereto with the condition that sign not utilize any animated or flashing component.

Alton James
Chairperson
Lauren Hood, MCD
Vice Chair/Secretary

City of Detroit

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Gregory Pawlowski
Frederick E. Russell, Jr.
Angy Webb

July 20, 2018

HONORABLE CITY COUNCIL

RE: PCA (Public Center Adjacent/Restricted Central Business District) Special District Review of exterior changes to 2 Washington Boulevard The Former Pontchartrain Hotel (**RESUBMITTAL - RECOMMEND APPROVAL**)

REQUEST

The City Planning Commission (CPC) has completed its review of the Resubmitted request of Detroit Convention Center Hotel, on behalf of Opraedora de Servicios para Hoteles de Lujo, managed by Pontchartrain Detroit Hotel, commonly known as the Crowne Plaza Hotel, for special district review for a proposed second tower and parking deck addition to the existing base located at 2 Washington Boulevard at the northeast corner of W. Jefferson Avenue and Washington Boulevard, located in Downtown Detroit.

The subject property is zoned PCA (Public Center Adjacent/Restricted Central Business District), a classification which calls for City Council approval of any exterior changes following the review and recommendation of the City Planning Commission (CPC) and the Planning and Development Department (PDD), Sections 61-3-186 and 61-11-97 of the City of Detroit Zoning Ordinance.

BACKGROUND

The building at 2 Washington Boulevard is owned by Opraedora de Servicios para Hoteles de Lujo, and operates as a 25-story hotel, with 367 guest rooms, including more than 60 suites, as well as an indoor pool, business center, ballroom and 11,000 square feet of meeting space.

In October of 2016, the Detroit City Council approved the site plans for the exterior alterations to the existing hotel by allowing a new one story, 11,000 square foot, 22'-6" tall glass, steel and EIFS ballroom addition at the terrace level.

In 2017 the applicant entered into conversations with both PDD and CPC staff regarding the proposed second tower. Several renderings for the proposed second tower were produced resulting in the fourth and final submission dated December 12, 2017.

The subject property consists of approximately 1.33 acres and sits at the intersection of Washington Boulevard and W. Jefferson Avenue encompassing the entirety of the block

bounded by W. Larned Street to the north, Shelby Avenue to the east, W. Jefferson Avenue to the south, and Washington Boulevard to the west. The proposed project is anticipated to result in 448,301 square feet of new construction.

This matter was initially before Your Honorable Body on Thursday, March 15, 2018, but was subsequently referred back to the City Planning Commission on April 19, 2018 for further review amidst public health and safety concerns regarding the operations of the existing hotel.

At the same time the matter was referred back to CPC it was also referred to the Buildings, Safety Engineering and Environmental Department and the Health Department to investigate allegations of a bed bug infestation. On April 25th the hotel was re-inspected at which time a previously existing service agreement was produced reflecting monthly and annual pest elimination plans. Thereafter, BSEED issued a Certificate of Compliance and provided a report to Your Honorable Body (attached).

Additionally, the Health Department provided a report summarizing the findings of its most recent inspections of the hotel (attached). The report covers 2016-17 focusing mainly on the food service establishments. It also includes a response to an August 4, 2017 bed bug complaint. All issues were addressed at the time of inspection.

The details of these inspections may be found in the attached respective reports from each of the two departments.

At the Planning Commission meeting of June 7, 2018 the Commission reviewed this information and reaffirmed our recommendation of approval for this item and referred it back to the City Council for your consideration. At the Formal Session of June 19, 2018 this request for a PCA – Special District Review was denied by the City Council in a 2-7 vote.

Subsequently, on June 29, 2018 the applicant Opraedora de Servicios para Hoteles de Lujo resubmitted their request for PCA – Special District Review. Given that the reason for the denial by City Council did not cite any defect in the site plans, nor recommended changes, the Commission's review and recommendation of approval for the proposed second tower at 2 Washington Boulevard remains unchanged.

Given that the City, i.e. the Health Department and the Building, Safety Engineering and Environmental Department were satisfied with its findings upon re-inspection and no issues associated with the design or proposed construction of a second hotel tower on the site in question, the Commission reissues our recommendation for approval of the proposed expansion. As long as the hotel is employing industry standard practices and addressing circumstances as they arise, this issue should not impact operations beyond what other hotels experience in this market.

Since Council's action of June 19, 2018 which resulted in a denial of the proposed site plans for a second tower at the subject property, the petitioner has taken the initiative to reach out to and meet with representatives of Unite Here! Local 24, which has previously communicated to the Commission as well as City Council their concerns regarding the alleged operations and historic practices of the petitioner. The meeting in question did take on Tuesday, July 17, 2018 at 4:30 p.m. at 300 River Place Dr. in Detroit, Michigan. Representatives from both the Crowne-Plaza Hotel as well as Unite Here! Local 24 were in attendance. No representative from the City of

Detroit was in attendance as it was determined that it would be improper for a representative from the City of Detroit to be present at a meeting where conversations regarding collective bargaining to which the city is not a party to might take place. An overview of the subject meeting was provided by Mr. Kenneth Cole a principle partner of Governmental Consultant Services, Inc., which serves as the City of Detroit's lobbyist in Lansing, Michigan, which has also been retained by the Detroit Crowne Plaza Hotel, in regards to the ongoing conversations with Unite Here! Local 24 around collective bargaining.

Those in attendance representing the Detroit Crowne Plaza Hotel were: Gerardo Carreno, Asset Manager for Thy Collection, which owns the hotel; John Sabbagh, the hotel General Manager; Lee Cote, the hotel Assistant General Manager; Shaun P. Ayer, Esq., the hotel's legal counsel from The Allen Group PC; and Mr. Kenneth Cole, a partner with Lansing-based multi-client lobbying firm GCSI.

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While this conversation is not germane to the site plans submitted to Your Honorable Body for review, the Commission felt it important to convey this for Your information as You deliberate on the appropriateness of the proposal under PCA Special District Review before you.

PROPOSED MODIFICATIONS

The developer proposes to construct a twenty-eight (28) floor hotel tower consisting of 3,040 square feet of ground floor retail, nine (9) levels of structured parking inclusive of a new motor lobby and terrace level consisting of 146 parking spaces, and nineteen (19) floors of guest rooms consisting of approximately 494 new guest rooms. The developer is exploring other hotel brands to manage the proposed tower, other than Crowne Plaza, as reflected in the signage of the submitted elevations, i.e., Belair. It is anticipated that the existing tower will remain under the Crowne Plaza brand utilizing the W. Larned Street entrance as the primary entrance for Crowne Plaza, and the W. Jefferson Avenue entrance for the new hotel chain.

The proposed tower measures 327 feet in height, which is permissible based on the cubical content ratio which would allow a tower of 390 feet in height given the 130-foot width of W. Jefferson Avenue.

The proposed development anticipates the expansion of the existing motor lobby by an additional 9,070 square feet. Additionally, approximately 3,040 square feet of ground floor leasable retail space is planned. Finally, 18,000 square feet of additional event space is planned for the second tower, consisting of meeting space, office space, and retail (non-inclusive of the ground floor retail and existing restaurant).

CPC and PDD staff conducted a site visit with the Architectural Consult firm WSD, and the property manager of the Crowne Plaza Hotel on Tuesday, January 30, 2018, at which PDD offered its final recommendations regarding the proposed exterior alterations. The proposed project has been jointly reviewed by PDD and CPC. Renderings of the proposed addition are attached for your review.

CPC REVIEW

Section 61-11-97 of the Detroit Zoning Ordinance, "PCA District review criteria" lists 18 criteria which must be taken into consideration when a proposal is being reviewed for consistency with the spirit, purpose and intent of the PCA district. The site plans as presented meet the criteria as it relates to exterior design, appearance and exterior alterations.

Additionally, Sec. 61-3-186 – Design information required for special district review and approval must jointly be reviewed by CPC and PDD per the requirements of Article III, Division 6 – Special District Review.

Below please find staff's detailed analysis regarding the 18 PCA district review criteria, as well as the 13 special district review and approval criteria.

PCA DISTRICT REVIEW CRITERIA

(1) The proposed development should reflect applicable policies stated in the Detroit Master Plan;

The Detroit Master Plan of Policies cites the subject property's Future General Land Use as Major Commercial. Because the subject property is zoned PCA and located in the Central Business District, it is subject to several development criteria as outlined by the Detroit Master Plan.

Retail and Local Services

The 2009 Master Plan of Policies states in part:

"The Central Business District is a regional destination served by freeways and mass transit; i.e., DDOT, SMART, FAST and the International Shuttle Service between Windsor and Downtown Detroit. Residential development is increasing through the area. But, the Central Business District until recently has lacked regional retail to serve the region and its growing residential population, although the desired retail is still void in the PCA District."

Goal 3 of the Central Business District Master Plan is to increase the vitality of commercial thoroughfares. Policy 3.1 is to promote the conservation and revitalization of retail nodes through business improvement and retention programs in Greektown, Renaissance Center (GM Building), Millender Center, Broadway-Randolph and Washington Boulevard.

As it relates to City Design, views and vistas to downtown and along the river front impact impressions and provide orientation. As the hub of the metropolitan region, the Central Business District's appearance creates a significant impression about the entire region. The Central Business District's activity nodes lack identity and distinction.

The proposed addition to the historically significant structure meets the policy objectives of the Master Plan, by implementing architectural elements which add to the commercial activity at one of the Central Business District's commercial nodes; maintains and to an extent increases views to the Detroit River; and connects directly to one of the region's largest entertainment venues via COBO Conference Center. While direct views to the river are proposed to be enhanced on the subject property, the developer has been asked to reach out to adjacent property owners, whose views may be adversely affected as a result of the proposed tower, i.e., The Foundation Hotel, The Marquette Building, and 211 W. Fort Street.

(2) Scale, form, massing and density should be appropriate to the nature of the project and relate well to surrounding development;

The scale, form, massing and density of the proposed tower appear to be appropriate and relate well to the surrounding developments. The proposed tower is an expansion of the existing Crowne Plaza high-rise hotel, formerly the Hotel Pontchartrain, which was initially built in 1965. The drawings incorporate revised sheets A210, A220 and A230, which were submitted with a list of materials anticipated to be used in the second tower, inclusive of black spandrel glass, aluminum framing, green tinted glass, stone cladding, and EIFS to match the existing building accent band.

(3) The proposed development should be compatible with surrounding development in terms of land use, general appearance and function and should not adversely affect the value of adjacent properties;

The proposed development is consistent and compatible with surrounding developments. The developer has been asked to make contact with the Downtown Partnership to discuss the proposed development. Per the 1965 plans for the Pontchartrain Hotel the subject property was always intended to be developed with two towers. The new tower could have an adverse impact on the property values of three specific properties, i.e., Foundation Hotel, The Marquette Building, and W. 211 Fort Street, considering that some southern exposure and riverfront views of the Detroit River from those buildings will be obstructed. However, the proposed height of the second tower is permissible per Sec. 61-13-121.

(4) Vehicular and pedestrian circulation facilities should be adequately designed to meet expected demands; disruption of traffic flow in surrounding areas should be minimized; truck traffic should be carefully planned and controlled;

While there is no parking requirement, generally, in the Central Business District, the total number of off-street parking spaces proposed is 256. Currently, there are thirty (30) parking spaces on site for the existing 367 rooms. A parking agreement is currently in place with COBO Conference Center to meet the petitioner's current parking needs. In regards to the proposed tower, the question has been raised with the developer if the parking tower will be valet only, self-park, or a combination thereof. The site plan sheet A111 does not clearly show how vehicles gain access to the parking deck. Sheet A121 shows travel lanes for ingress and egress from the motor lobby, however for the upper deck levels the traffic flow patterns and the location of the parking spaces are unclear. A set of drawings showing only the traffic flow patterns has been requested. Additionally, as it relates to the parking deck, a request has been made for additional information regarding the ventilation system.

(5) Adequate vehicular off-street parking and loading should be provided, where appropriate;

Hotels typically require three (3) parking spaces per 4 guest rooms. Given the room count of the existing 367 rooms plus the anticipated 494 rooms, a total number of 646 spaces would normally be required. An additional 67 spaces would be required for the 6,820 square feet of restaurant space and twenty (20) additional spaces for the Tabacci & Coffee Shop, resulting in a total of 733 spaces.

Parking will be above grade consisting of parking on levels 3 through 9 with guest rooms beginning on levels 10 through 28. It is anticipated that the on-site parking will exclusively be valet parking.

(6) Adequate public and private open space should be provided for light and air, landscaping, and, where appropriate, for passive and active recreation;

The current renderings show the new tower being built to the lot line along W. Jefferson Ave, and Washington Boulevard, which does not afford any space for open or outdoor recreational facility. An existing open space component is provided in the form of a patio along W. Jefferson Avenue just east of the exiting entrance.

(7) Adequate rights-of-way, easements and dedications should be provided where appropriate for trafficways, utilities and community facilities;

Given that the proposed tower will be built to the lot lines on the existing pedestal, right-of-way, easements, and dedications, trafficways, utilities, and community facilities will not be affected long term. It is anticipated that there will be temporary disruptions along Washington Boulevard when a proposed skywalk linking the hotel to Cobo Conference Center is under construction.

(8) Public access should be provided where appropriate, including provision of adequate right-of-way for the continuous pedestrian/bicycle pathway being developed along the Detroit River;

The existing bike lanes along W. Jefferson Avenue and Washington Boulevard will not be affected long term. There may be some disruption to cycling traffic during construction.

(9) Appropriate buffering and screening of service, loading, refuse collection, mechanical and electrical equipment and parking areas should be provided;

The existing service, loading, refuse collection areas will service the proposed addition, new mechanical and electrical equipment serving the proposed tower will require appropriate screening. The proposed parking deck will be entirely enclosed and will not adversely impact adjacent properties.

(10) Careful consideration should be given to orientation for solar access to both the proposed project and surrounding development;

The glass specified for the proposed tower will prevent glare to adjacent properties. In regards to solar access a shadow study has been requested to show the effects of the new tower on surrounding properties.

(11) Signage and graphics should be tastefully designed to be visually appealing and in character with surrounding development; they should provide needed information, direction and orientation in a clear and concise manner;

The graphics provided were void of signage with the exception of a "Belair" graphic. CPC staff has communicated to the developer that actual signage and graphics should be generated in order for staff to perform the needed calculations to determine the appropriateness of the proposed signage.

(12) Security considerations, especially avoidance of visually isolated public spaces, should be a major element of the design program;

There will be no visually secluded or isolated areas outside of the parking deck, which is anticipated to have security cameras, per the head of hotel security, Mr. Webster.

(13) Barrier-free access and public safety features should be carefully planned;

In regards to barrier free access, the new tower will be ADA compliant. The primary entrance will remain the existing entryway off of W. Jefferson Avenue.

(14) Preservation/restoration of buildings having architectural or historic value should be considered a primary objective;

CPC staff is of the opinion that the proposed creation of the new tower enhances the existing structure which is historically significant as illustrated in *Michigan Modern* as a contributing building to the Financial District Historic District. PDD staff had stated its desire to have the base of the existing tower extended to the lot line along W. Jefferson Avenue, however, CPC staff believes that this requested alteration would be contrary to this review criterion, and has no bearing on the proposed modification before Your Honorable Body at this time. PDDD subsequently concurred with CPC staff.

(15) Urban design elements of form and character should be carefully considered; such elements include, but are not limited to: richness/ interest of public areas through the provision of storefronts, window displays, landscaping, and artwork; color, texture and quality of structural materials; enclosure of public spaces; variations in scale; squares, plazas and/or "vest pocket parks" where appropriate; continuity of experience, visual activity and interest; articulation and highlighting of important visual features; preservation/enhancement of important views and vistas;

While PDD generally encourages adherence to the basic urban design principle of maintaining a continuous datum of buildings along the street frontage, they acknowledge the historic significance of the subject building/property, and in doing so, take no exception to the design as submitted by the petitioner.

(16) Special attention should be given to amenity and comfort considerations such as provision for outdoor seating, restrooms for public use, bicycle storage, convenience of access points and protection from harsh weather through such features as enclosed walkways and arcaded pedestrian areas;

Existing amenities inclusive of the porte cochere, outdoor patio and lobby area will be shared with the proposed tower, as none of the aforementioned elements are being contemplated as elements for the proposed development.

(17) Careful attention should be given to ease of maintenance of the completed project; snow removal, mowing, cleaning, and other maintenance and repair operations should be considered;

There are currently provisions in place to handle snow removal which are being implemented within the current footprint of the existing facility.

(18) Phasing, staging and interim circulation patterns should be well-planned so as to minimize disruption during the construction period.

Phasing, staging and interim circulation will be comparable to what is presently being implemented with the construction of the ballroom addition. Staging is taking place along W. Jefferson Avenue with the right travel lane closed to through traffic. One lane of traffic remains open. Comparably, staging along Washington Boulevard will be similar to that of the Marquette Building with one travel lane remaining open.

CONCLUSIONS AND RECOMMENDATIONS

In regards to the Special District Review and approval criteria, all applicable criteria have been and/or are being addressed.

The site plans submitted by the petitioner include the required:

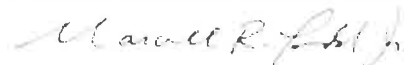
- (1) Survey indicating existing on-site utility easements (s) and installation location(s), public rights-of-way and any other significant features or development constraints;
- (2) Outline of subject parcel with all adjacent and abutting public right-of-way lines;
- (3) Layout and configuration of all buildings and their use presently existing on the subject parcel as well as those within 100 feet of the subject parcel;
- (4) Layout and configuration of all proposed buildings and existing buildings to remain on the subject parcel and their uses;
- (5) Layout and configuration of proposed parking area(s), access road(s), and screening, as well as vehicular and pedestrian circulation patterns within and adjacent to the site;
- (6) Sign location(s) and detail(s);
- (7) Landscaping plan indicating caliper (existing caliper or caliper at time of planting), species and location of such, and indicating which are existing and which are to-be planted;
- (8) Location and design of street furniture, outdoor lighting fixtures, landscape structures, artwork, and/or other amenities;
- (9) Location of alleys and/or streets to be vacated and/or dedicated;
- (10) Location of all outside trash or rubbish storage areas, loading and servicing areas and mechanical and electrical equipment;
- (11) Location and type of any walls, fences or other barricades;
- (12) Major elevations and plans of all proposed building(s), indicating the exterior materials to be used, architectural features, colors and textures; and
- (13) Any other information needed to demonstrate compliance with the design criteria listed herein.

Based on the above analysis, CPC acted on July 19, 2018 recommending approval of the proposed drawings prepared by Stephen Berry Architectural Design and dated December 12, 2017 for the second tower and parking deck for the Crowne Plaza Hotel located at 2 Washington Boulevard as. This approval is conditioned upon the final site plans, elevations, landscaping, lighting and signage plans being submitted to the staff of the City Planning Commission for review and approval for consistency with the authorized plans prior to application being made for applicable permits. This report also conveys the concurring recommendation of the Planning and Development Department.

Attached for your consideration is a resolution authorizing the BSEED to issue permits for the work related to the attached plans.

Respectfully Submitted

ALTON JAMES, CHAIRPERSON



Marcell R. Todd, Jr., Director, CPC
George A. Etheridge, CPC staff

Attachment

**Departmental Reports
Rendering
Site Plans
Resolution**

**cc: Maurice Cox, Director P&DD
John Baran, P&DD
R. Steven Lewis, P&DD
David Bell, Director BSEED**

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July 20, 2018

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While this conversation is not germane to the site plans submitted to Your Honorable Body for review, the Commission felt it important to convey this for Your information as You deliberate on the appropriateness of the proposal under PCA Special District Review before you.

PROPOSED MODIFICATIONS

The developer proposes to construct a twenty-eight (28) floor hotel tower consisting of 3,040 square feet of ground floor retail, nine (9) levels of structured parking inclusive of a new motor lobby and terrace level consisting of 146 parking spaces, and nineteen (19) floors of guest rooms consisting of approximately 494 new guest rooms. The developer is exploring other hotel brands to manage the proposed tower, other than Crowne Plaza, as reflected in the signage of the submitted elevations, i.e., Belair. It is anticipated that the existing tower will remain under the Crowne Plaza brand utilizing the W. Larned Street entrance as the primary entrance for Crowne Plaza, and the W. Jefferson Avenue entrance for the new hotel chain.

The proposed tower measures 327 feet in height, which is permissible based on the cubical content ratio which would allow a tower of 390 feet in height given the 130-foot width of W. Jefferson Avenue.

The proposed development anticipates the expansion of the existing motor lobby by an additional 9,070 square feet. Additionally, approximately 3,040 square feet of ground floor leasable retail space is planned. Finally, 18,000 square feet of additional event space is planned for the second tower, consisting of meeting space, office space, and retail (non-inclusive of the ground floor retail and existing restaurant).

CPC and PDD staff conducted a site visit with the Architectural Consult firm WSD, and the property manager of the Crowne Plaza Hotel on Tuesday, January 30, 2018, at which PDD offered its final recommendations regarding the proposed exterior alterations. The proposed project has been jointly reviewed by PDD and CPC. Renderings of the proposed addition are attached for your review.

CPC REVIEW

Section 61-11-97 of the Detroit Zoning Ordinance, "PCA District review criteria" lists 18 criteria which must be taken into consideration when a proposal is being reviewed for consistency with the spirit, purpose and intent of the PCA district. The site plans as presented meet the criteria as it relates to exterior design, appearance and exterior alterations.

Additionally, Sec. 61-3-186 – Design information required for special district review and approval must jointly be reviewed by CPC and PDD per the requirements of Article III, Division 6 – Special District Review.

Below please find staff's detailed analysis regarding the 18 PCA district review criteria, as well as the 13 special district review and approval criteria.

PCA DISTRICT REVIEW CRITERIA

(1) The proposed development should reflect applicable policies stated in the Detroit Master Plan;

The Detroit Master Plan of Policies cites the subject property's Future General Land Use as Major Commercial. Because the subject property is zoned PCA and located in the Central Business District, it is subject to several development criteria as outlined by the Detroit Master Plan.

Retail and Local Services

The 2009 Master Plan of Policies states in part:

"The Central Business District is a regional destination served by freeways and mass transit; i.e., DDOT, SMART, FAST and the International Shuttle Service between Windsor and Downtown Detroit. Residential development is increasing through the area. But, the Central Business District until recently has lacked regional retail to serve the region and its growing residential population, although the desired retail is still void in the PCA District."

Goal 3 of the Central Business District Master Plan is to increase the vitality of commercial thoroughfares. Policy 3.1 is to promote the conservation and revitalization of retail nodes through business improvement and retention programs in Greektown, Renaissance Center (GM Building), Millender Center, Broadway-Randolph and Washington Boulevard.

As it relates to City Design, views and vistas to downtown and along the river front impact impressions and provide orientation. As the hub of the metropolitan region, the Central Business District's appearance creates a significant impression about the entire region. The Central Business District's activity nodes lack identity and distinction.

The proposed addition to the historically significant structure meets the policy objectives of the Master Plan, by implementing architectural elements which add to the commercial activity at one of the Central Business District's commercial nodes; maintains and to an extent increases views to the Detroit River; and connects directly to one of the region's largest entertainment venues via COBO Conference Center. While direct views to the river are proposed to be enhanced on the subject property, the developer has been asked to reach out to adjacent property owners, whose views may be adversely affected as a result of the proposed tower, i.e., The Foundation Hotel, The Marquette Building, and 211 W. Fort Street.

(2) Scale, form, massing and density should be appropriate to the nature of the project and relate well to surrounding development;

The scale, form, massing and density of the proposed tower appear to be appropriate and relate well to the surrounding developments. The proposed tower is an expansion of the existing Crowne Plaza high-rise hotel, formerly the Hotel Pontchartrain, which was initially built in 1965. The drawings incorporate revised sheets A210, A220 and A230, which were submitted with a list of materials anticipated to be used in the second tower, inclusive of black spandrel glass, aluminum framing, green tinted glass, stone cladding, and EIFS to match the existing building accent band.

(3) The proposed development should be compatible with surrounding development in terms of land use, general appearance and function and should not adversely affect the value of adjacent properties;

The proposed development is consistent and compatible with surrounding developments. The developer has been asked to make contact with the Downtown Partnership to discuss the proposed development. Per the 1965 plans for the Pontchartrain Hotel the subject property was always intended to be developed with two towers. The new tower could have an adverse impact on the property values of three specific properties, i.e., Foundation Hotel, The Marquette Building, and W. 211 Fort Street, considering that some southern exposure and riverfront views of the Detroit River from those buildings will be obstructed. However, the proposed height of the second tower is permissible per Sec. 61-13-121.

(4) Vehicular and pedestrian circulation facilities should be adequately designed to meet expected demands; disruption of traffic flow in surrounding areas should be minimized; truck traffic should be carefully planned and controlled;

While there is no parking requirement, generally, in the Central Business District, the total number of off-street parking spaces proposed is 256. Currently, there are thirty (30) parking spaces on site for the existing 367 rooms. A parking agreement is currently in place with COBO Conference Center to meet the petitioner's current parking needs. In regards to the proposed tower, the question has been raised with the developer if the parking tower will be valet only, self-park, or a combination thereof. The site plan sheet A111 does not clearly show how vehicles gain access to the parking deck. Sheet A121 shows travel lanes for ingress and egress from the motor lobby, however for the upper deck levels the traffic flow patterns and the location of the parking spaces are unclear. A set of drawings showing only the traffic flow patterns has been requested. Additionally, as it relates to the parking deck, a request has been made for additional information regarding the ventilation system.

(5) Adequate vehicular off-street parking and loading should be provided, where appropriate;

Hotels typically require three (3) parking spaces per 4 guest rooms. Given the room count of the existing 367 rooms plus the anticipated 494 rooms, a total number of 646 spaces would normally be required. An additional 67 spaces would be required for the 6,820 square feet of restaurant space and twenty (20) additional spaces for the Tabacci & Coffee Shop, resulting in a total of 733 spaces.

Parking will be above grade consisting of parking on levels 3 through 9 with guest rooms beginning on levels 10 through 28. It is anticipated that the on-site parking will exclusively be valet parking.

(6) Adequate public and private open space should be provided for light and air, landscaping, and, where appropriate, for passive and active recreation;

The current renderings show the new tower being built to the lot line along W. Jefferson Ave, and Washington Boulevard, which does not afford any space for open or outdoor recreational facility. An existing open space component is provided in the form of a patio along W. Jefferson Avenue just east of the exiting entrance.

(7) Adequate rights-of-way, easements and dedications should be provided where appropriate for trafficways, utilities and community facilities;

Given that the proposed tower will be built to the lot lines on the existing pedestal, right-of-way, easements, and dedications, trafficways, utilities, and community facilities will not be affected long term. It is anticipated that there will be temporary disruptions along Washington Boulevard when a proposed skywalk linking the hotel to Cobo Conference Center is under construction.

(8) Public access should be provided where appropriate, including provision of adequate right-of-way for the continuous pedestrian/bicycle pathway being developed along the Detroit River;

The existing bike lanes along W. Jefferson Avenue and Washington Boulevard will not be affected long term. There may be some disruption to cycling traffic during construction.

(9) Appropriate buffering and screening of service, loading, refuse collection, mechanical and electrical equipment and parking areas should be provided;

The existing service, loading, refuse collection areas will service the proposed addition, new mechanical and electrical equipment serving the proposed tower will require appropriate screening. The proposed parking deck will be entirely enclosed and will not adversely impact adjacent properties.

(10) Careful consideration should be given to orientation for solar access to both the proposed project and surrounding development;

The glass specified for the proposed tower will prevent glare to adjacent properties. In regards to solar access a shadow study has been requested to show the effects of the new tower on surrounding properties.

(11) Signage and graphics should be tastefully designed to be visually appealing and in character with surrounding development; they should provide needed information, direction and orientation in a clear and concise manner;

The graphics provided were void of signage with the exception of a "Belair" graphic. CPC staff has communicated to the developer that actual signage and graphics should be generated in order for staff to perform the needed calculations to determine the appropriateness of the proposed signage.

(12) Security considerations, especially avoidance of visually isolated public spaces, should be a major element of the design program;

There will be no visually secluded or isolated areas outside of the parking deck, which is anticipated to have security cameras, per the head of hotel security, Mr. Webster.

(13) Barrier-free access and public safety features should be carefully planned;

In regards to barrier free access, the new tower will be ADA compliant. The primary entrance will remain the existing entryway off of W. Jefferson Avenue.

(14) Preservation/restoration of buildings having architectural or historic value should be considered a primary objective;

CPC staff is of the opinion that the proposed creation of the new tower enhances the existing structure which is historically significant as illustrated in *Michigan Modern* as a contributing building to the Financial District Historic District. PDD staff had stated its desire to have the base of the existing tower extended to the lot line along W. Jefferson Avenue, however, CPC staff believes that this requested alteration would be contrary to this review criterion, and has no bearing on the proposed modification before Your Honorable Body at this time. PDDD subsequently concurred with CPC staff.

(15) Urban design elements of form and character should be carefully considered; such elements include, but are not limited to: richness/ interest of public areas through the provision of storefronts, window displays, landscaping, and artwork; color, texture and quality of structural materials; enclosure of public spaces; variations in scale; squares, plazas and/or "vest pocket parks" where appropriate; continuity of experience, visual activity and interest; articulation and highlighting of important visual features; preservation/enhancement of important views and vistas;

While PDD generally encourages adherence to the basic urban design principle of maintaining a continuous datum of buildings along the street frontage, they acknowledge the historic significance of the subject building/property, and in doing so, take no exception to the design as submitted by the petitioner.

(16) Special attention should be given to amenity and comfort considerations such as provision for outdoor seating, restrooms for public use, bicycle storage, convenience of access points and protection from harsh weather through such features as enclosed walkways and arcaded pedestrian areas;

Existing amenities inclusive of the porte cochere, outdoor patio and lobby area will be shared with the proposed tower, as none of the aforementioned elements are being contemplated as elements for the proposed development.

(17) Careful attention should be given to ease of maintenance of the completed project; snow removal, mowing, cleaning, and other maintenance and repair operations should be considered;

There are currently provisions in place to handle snow removal which are being implemented within the current footprint of the existing facility.

(18) Phasing, staging and interim circulation patterns should be well-planned so as to minimize disruption during the construction period.

Phasing, staging and interim circulation will be comparable to what is presently being implemented with the construction of the ballroom addition. Staging is taking place along W. Jefferson Avenue with the right travel lane closed to through traffic. One lane of traffic remains open. Comparably, staging along Washington Boulevard will be similar to that of the Marquette Building with one travel lane remaining open.

CONCLUSIONS AND RECOMMENDATIONS

In regards to the Special District Review and approval criteria, all applicable criteria have been and/or are being addressed.

The site plans submitted by the petitioner include the required:

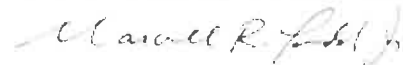
- (1) Survey indicating existing on-site utility easements (s) and installation location(s), public rights-of-way and any other significant features or development constraints;
- (2) Outline of subject parcel with all adjacent and abutting public right-of-way lines;
- (3) Layout and configuration of all buildings and their use presently existing on the subject parcel as well as those within 100 feet of the subject parcel;
- (4) Layout and configuration of all proposed buildings and existing buildings to remain on the subject parcel and their uses;
- (5) Layout and configuration of proposed parking area(s), access road(s), and screening, as well as vehicular and pedestrian circulation patterns within and adjacent to the site;
- (6) Sign location(s) and detail(s);
- (7) Landscaping plan indicating caliper (existing caliper or caliper at time of planting), species and location of such, and indicating which are existing and which are to-be planted;
- (8) Location and design of street furniture, outdoor lighting fixtures, landscape structures, artwork, and/or other amenities;
- (9) Location of alleys and/or streets to be vacated and/or dedicated;
- (10) Location of all outside trash or rubbish storage areas, loading and servicing areas and mechanical and electrical equipment;
- (11) Location and type of any walls, fences or other barricades;
- (12) Major elevations and plans of all proposed building(s), indicating the exterior materials to be used, architectural features, colors and textures; and
- (13) Any other information needed to demonstrate compliance with the design criteria listed herein.

Based on the above analysis, CPC acted on July 19, 2018 recommending approval of the proposed drawings prepared by Stephen Berry Architectural Design and dated December 12, 2017 for the second tower and parking deck for the Crowne Plaza Hotel located at 2 Washington Boulevard as. This approval is conditioned upon the final site plans, elevations, landscaping, lighting and signage plans being submitted to the staff of the City Planning Commission for review and approval for consistency with the authorized plans prior to application being made for applicable permits. This report also conveys the concurring recommendation of the Planning and Development Department.

Attached for your consideration is a resolution authorizing the BSEED to issue permits for the work related to the attached plans.

Respectfully Submitted

ALTON JAMES, CHAIRPERSON



Marcell R. Todd, Jr., Director, CPC
George A. Etheridge, CPC staff

Attachment

**Departmental Reports
Rendering
Site Plans
Resolution**

**cc: Maurice Cox, Director P&DD
John Baran, P&DD
R. Steven Lewis, P&DD
David Bell, Director BSEED**



CITY OF DETROIT
BUILDINGS, SAFETY ENGINEERING AND ENVIRONMENTAL DEPARTMENT
ADMINISTRATION

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE, FOURTH FLOOR
DETROIT, MICHIGAN 48226
WWW.DETROITMI.GOV

MEMORANDUM

TO: Scott Benson, Council Member, Chair Public Health & Safety Committee
Detroit City Council

FROM: Raymond A. Scott, MPH, Deputy Director *RAS*
Buildings, Safety Engineering and Environmental Department

DATE: April 25, 2018

RE: 2 Washington Boulevard Street Commonly Known As Crowne Plaza Hotel

Pursuant to your request for Buildings, Safety Engineering and Environmental Department (BSEED) to address your concerns regarding property located at 2 Washington Boulevard, we submit the following:

A recent inspection was performed by our Property Maintenance Division on April 19, 2018, and violations were found to exist. An emergency correction order was issued to the owner of record to rid the premises of bedbugs, take proper precautions to prevent re-infestation, provide documentation that a licensed contractor has been obtained to provide service on these premises, and comply with all other requirements of the City of Detroit Property Maintenance Code.

An emergency re-inspection was conducted on April 25, 2018, and the owner submitted documentation of a service agreement from Ecolab Pest Elimination to treat 61 rooms monthly at Crowne Plaza Hotel and ensure that every guest room at the property is inspected and treated twice per year as part of their Hotel Protect Premium Plus Program. A Certificate of Compliance was issued by BSEED for complying with the requirements of the City of Detroit Property Maintenance Code.

If there are any questions regarding this matter, do not hesitate to contact me.

RS/dp/yw

CC: Honorable Colleagues
David Bell, Director, BSEED
Joneigh S. Khaldun, Director, DHD
Stephanie Grimes-Washington, City Council Liaison



MEMORANDUM

EFFECTIVE DATE: April 27, 2018

TO: Honorable Council Member Scott Benson

THROUGH: Honorable Council President Brenda Jones

FROM: Dr. Joneigh S. Khaldun, Director and Health Officer, Detroit Health Department

SUBJECT: Crowne Plaza Hotel (2 Washington Blvd.) Health Inspection reports

The Health Department is pleased to respond to your request for information on the outcome of recent health inspections at the Crowne Plaza/Pontchartrain Hotel, located at 2. Washington Blvd. A summary of our findings is below:

Pontchartrain Tabbacci Coffee House

The most recent inspection was conducted on 3-28-17. At the time of inspection, the Tabbacci House had some cold-holding food items that were out of temperature for more than 4 hours, which were discarded at time of inspection. The hand washing sink was blocked at the time of inspection, with a water pitcher in the sink, which was removed at time of inspection. The display cooler was holding at 60F. Coolers should be holding at 41 degrees Fahrenheit to help all food items stay at or below the required temperature.

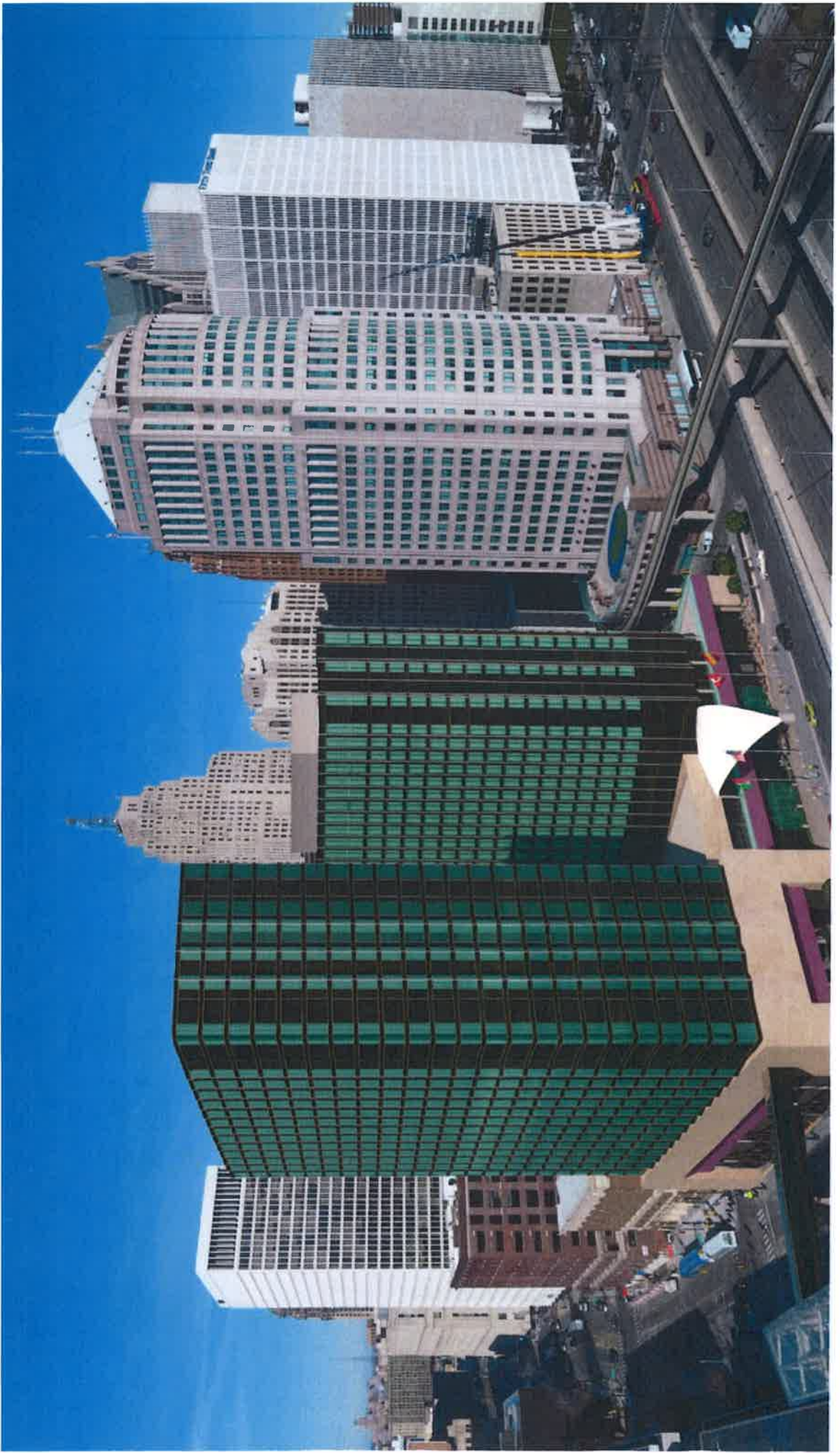
The inspector educated the person in charge about cold holding procedures and went over the facility's SOPs for cold holding to ensure the person in charge was following the proper procedures. Ensured that the person in charge was aware of equipment that was not working and required it to get fixed. All priority and priority foundation violations were corrected at the time of inspection. Next inspection will be conducted in early May.

Pontchartrain Top of the Ponch

The restaurant has been closed. However, the last inspection was conducted on 10-9-17 because they keep their food service license current to occasionally use the space for meetings and hold food in the coolers during those meetings.

During the inspection, expired food was found in the coolers as well as food items that were opened with no date marked. Some of the floors were soiled, as were some top loader areas and the prep counters. The person in charge discarded the expired food and food missing a date.

The inspector ensured that the person in charge had appropriate SOPs and understood proper cleaning procedures. All priority and priority foundation violations were corrected at time of inspection.







A111

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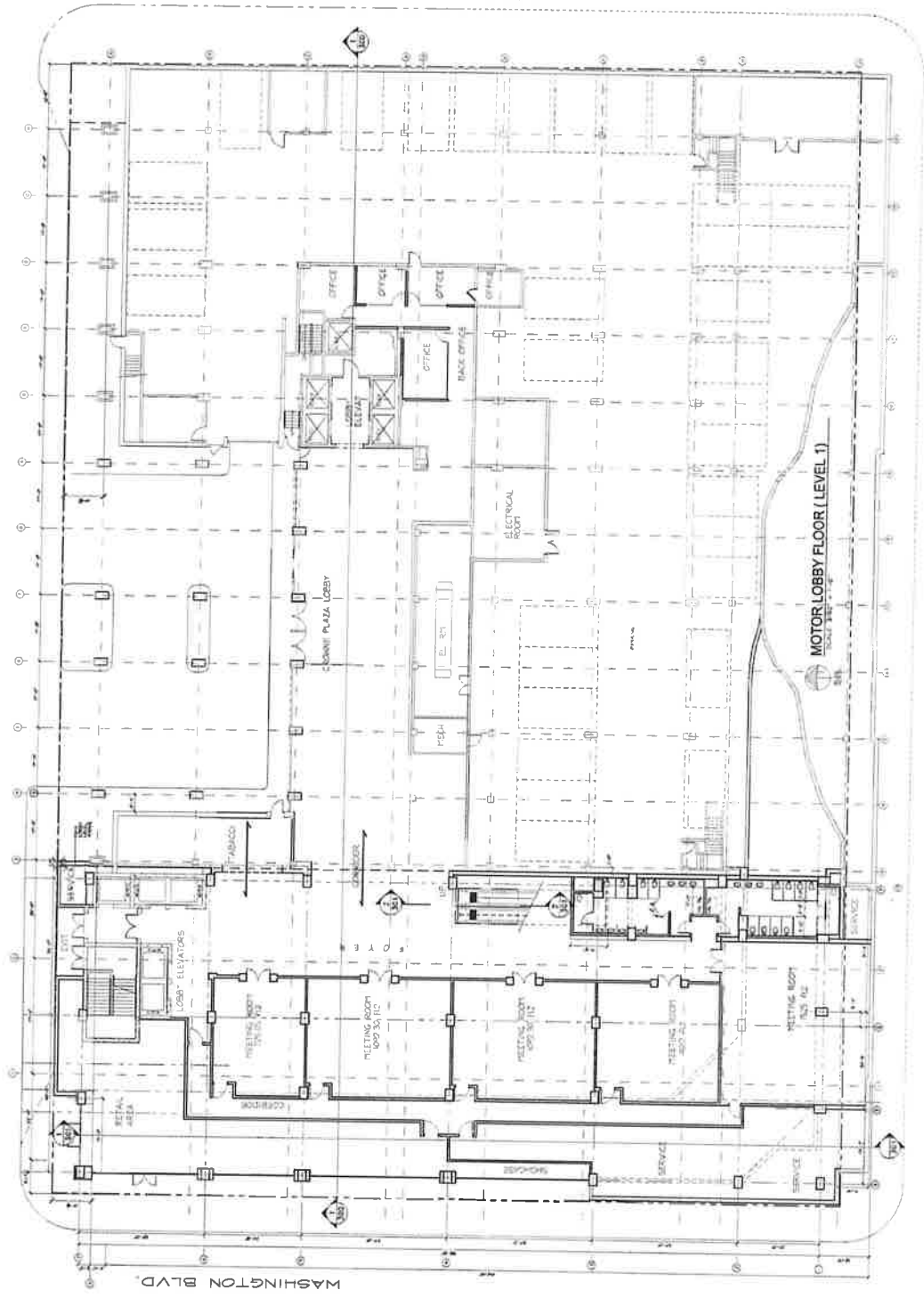
PROPOSED HIGHRISE HOTEL EXPANSION
2 WASHINGTON BOULEVARD
DETROIT, MI 48226



stephen berry
ARCHITECTURAL DESIGN INC
ARCHITECTURE PLANNING DESIGN PROGRAMMAN
225 W. 83RD AVE. #1000
DETROIT, MI 48226
www.stephenberry.com

NOT FOR CONSTRUCTION
(1/28/17)

SHELBY



WASHINGTON BLVD.

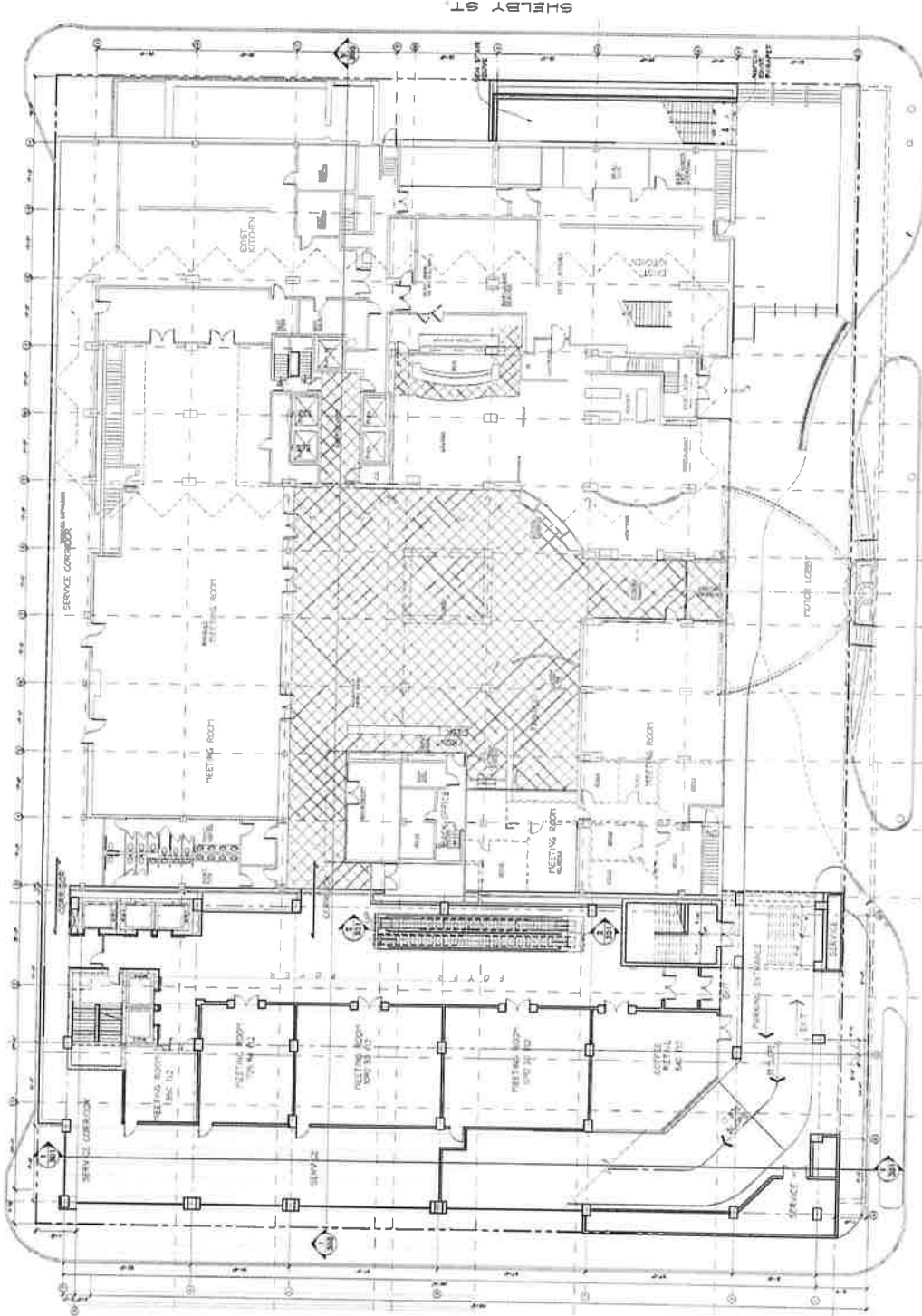
A121

PROPOSED HIGHRISE HOTEL EXPANSION
2 WASHINGTON BOULEVARD
DETROIT, MI 48226



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ARCHITECTURE, PLANNING DESIGN, PHOTOGRAPHY
125 W. 10TH ST. SUITE 1000
ANN ARBOR, MI 48106

NOT FOR CONSTRUCTION
11.08.17



LOBBY FLOOR (LEVEL 2)
DATE: 08.17.17



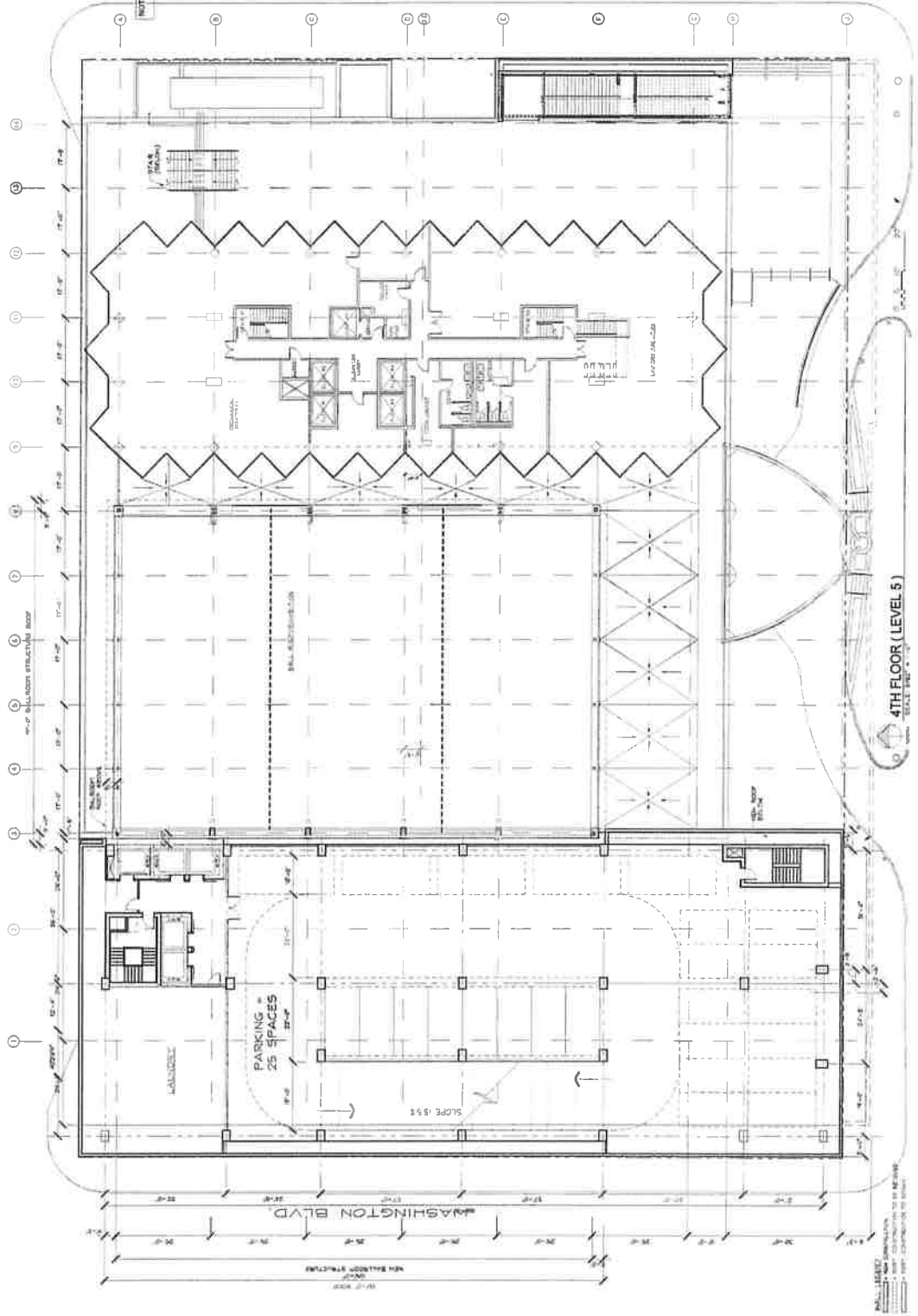
A150

PROPOSED HIGHRISE HOTEL/EMPSON
CROWN PLAZA PONTIAC
2 WASHINGTON BOULEVARD
DETROIT, MI 48226



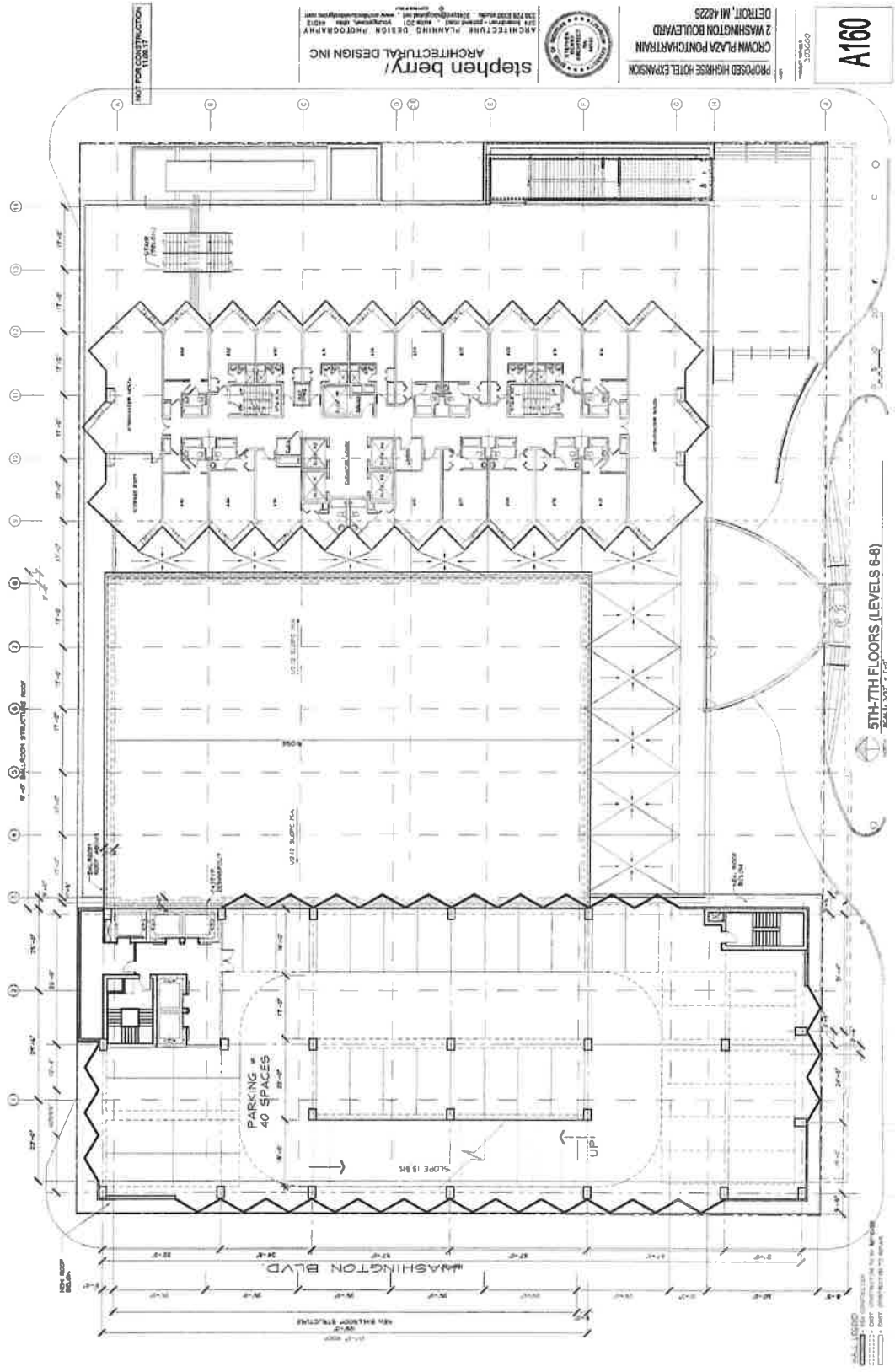
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ARCHITECTURAL DESIGN INC.
ARCHITECTURE PLANNING DESIGN PHOTOGRAPHY
1000 PENNSYLVANIA AVE SUITE 1000
PHILADELPHIA PA 19104
TEL: 215 562 1234
WWW.STEPHENBERRY.COM

NOT FOR CONSTRUCTION
11/01/17



4TH FLOOR (LEVEL 5)
DATE: 11/01/17

SCALE: AS SHOWN
DATE: 11/01/17



A160

PROPOSED HIGHRISE HOTEL EXPANSION
 CROWN PLAZA PONTIAC
 2 WASHINGTON BOULEVARD
 DETROIT, MI 48226



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 ARCHITECTURAL DESIGN INC.
 ARCHITECTURE PLANNING DESIGN PROGRAMS
 325 WEST WILSON STREET, SUITE 200
 DETROIT, MI 48226
 TEL: 313.963.1111
 WWW.SBARCH.COM

NOT FOR CONSTRUCTION
 11.08.11

5TH-7TH FLOORS (LEVELS 6-8)

DATE: 11/08/11
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

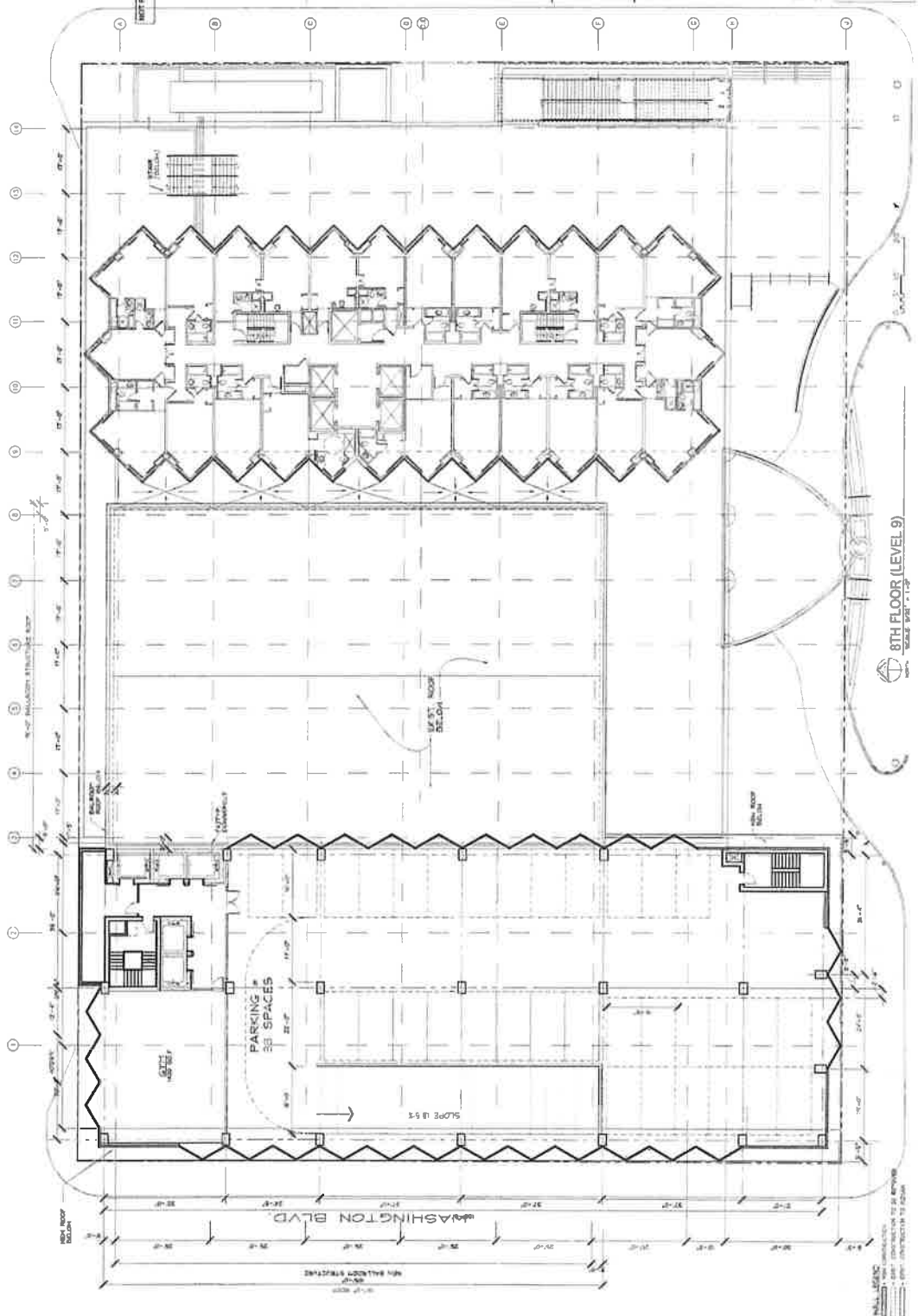
A170

PROPOSED HIGHRISE HOTEL EXPANSION
2 WASHINGTON BOULEVARD
CROWN PLAZA PONTIAC/TROYAN
DETROIT, MI 48226



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ARCHITECTURE PLANNING DESIGN PROGRAMS
215 HURON - SUITE 2000 - DETROIT, MI 48226
313.467.8800
WWW.STEPHENBERRYARCHITECTS.COM

DATE FOR CONSTRUCTION
11.18.17



8TH FLOOR (LEVEL 9)
DATE: 11.18.17

DATE: 11.18.17
DATE FOR CONSTRUCTION: 11.18.17
DATE FOR CONSTRUCTION: 11.18.17

A180

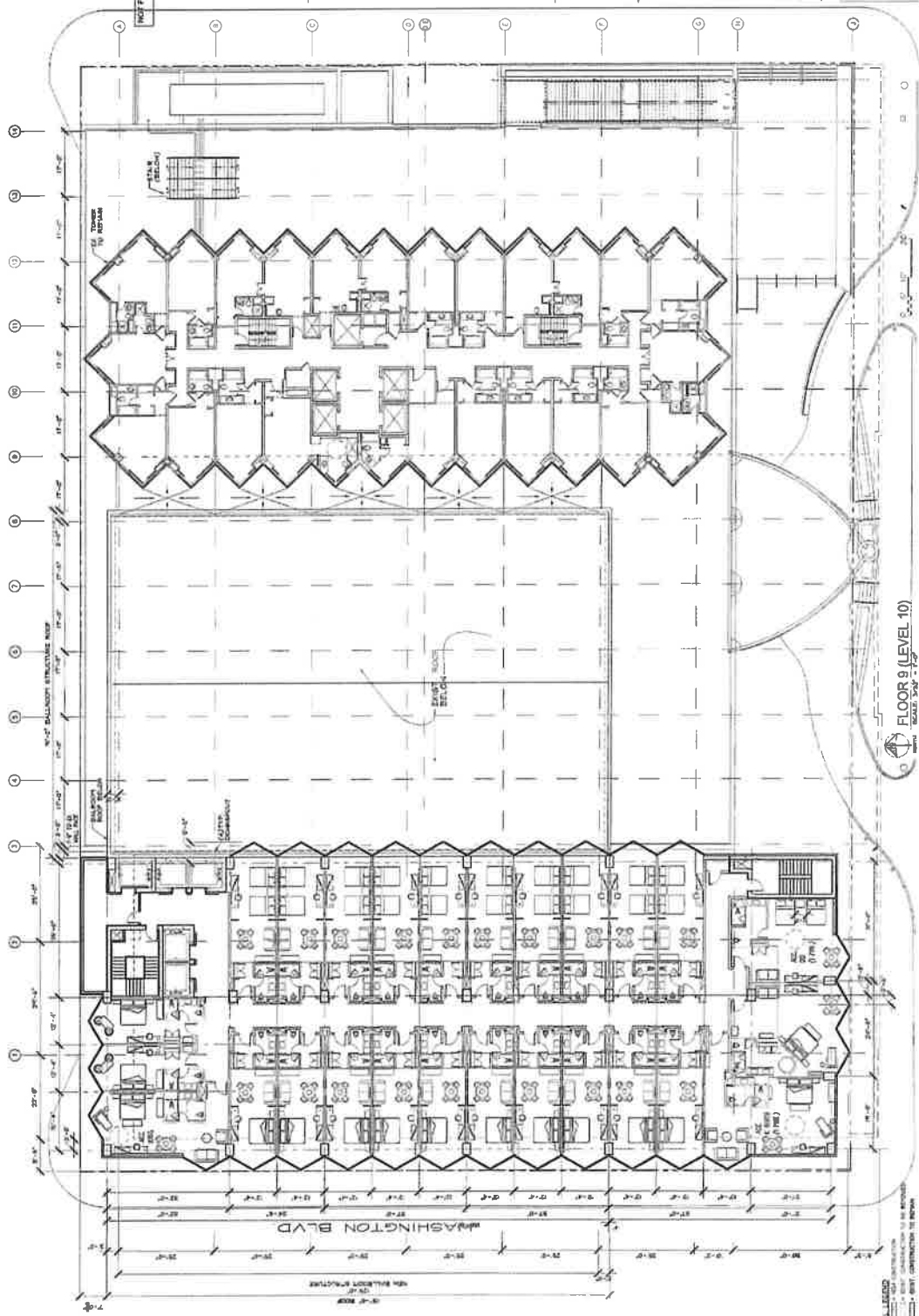
30,000

PROPOSED HARRIS HOTEL EXPANSION
CROWN PLAZA PONTIAC TRAIN
2 WASHINGTON BOULEVARD
DETROIT, MI 48226



stephen berry/
ARCHITECTURAL DESIGN INC.
ARCHITECTURE PLANNING DESIGN PHOTOGRAPHY
200 720 5000 3750
720 720 5000 3750
720 720 5000 3750

NOT FOR CONSTRUCTION
1/25/11



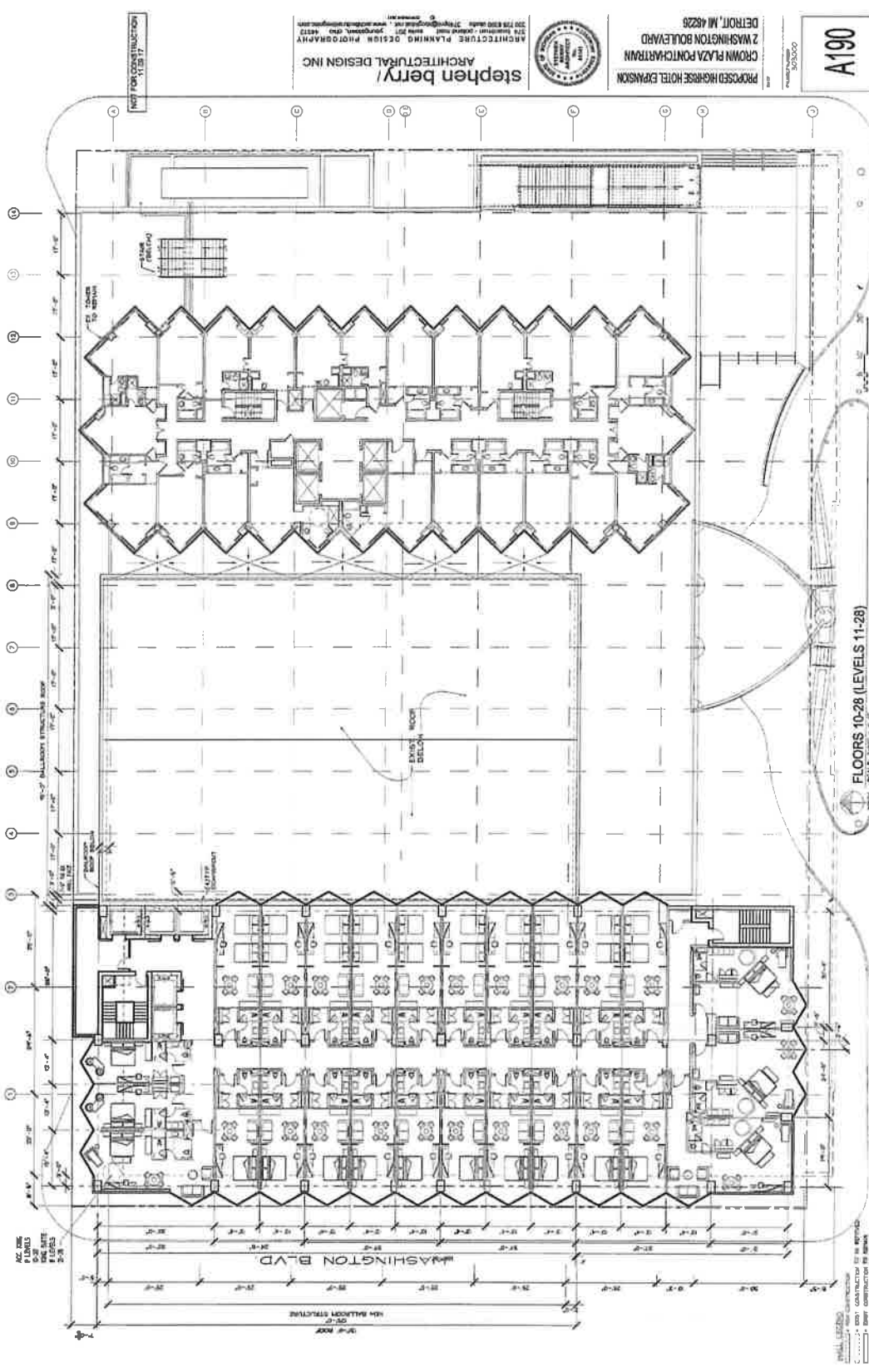
FLOOR 9 (LEVEL 10)
SCALE 1/8" = 1'-0"

ALL LEGEND
- - - - - EXISTING
- - - - - NEW
- - - - - CONSTRUCTION TO BE REMOVED

WASHINGTON BLVD

NEW BUILDOUT STRUCTURE

7'-0"



AC. DIMS
 1/4\"/>

WASHINGTON BLD.

10-12 MILLIKEN STRUCTURE

10-12 MILLIKEN STRUCTURE

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 ARCHITECTURE PLANNING DESIGN PROGRAMS
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PROPOSED HIGHRISE HOTEL EXPANSION
 CROWN PLAZA PONTCHARTRAY
 2 WASHINGTON BOULEVARD
 DETROIT, MI 48226

A190
 SCALE: 1/4\"/>

FLOORS 10-28 (LEVELS 11-28)
 SCALE: 1/4\"/>

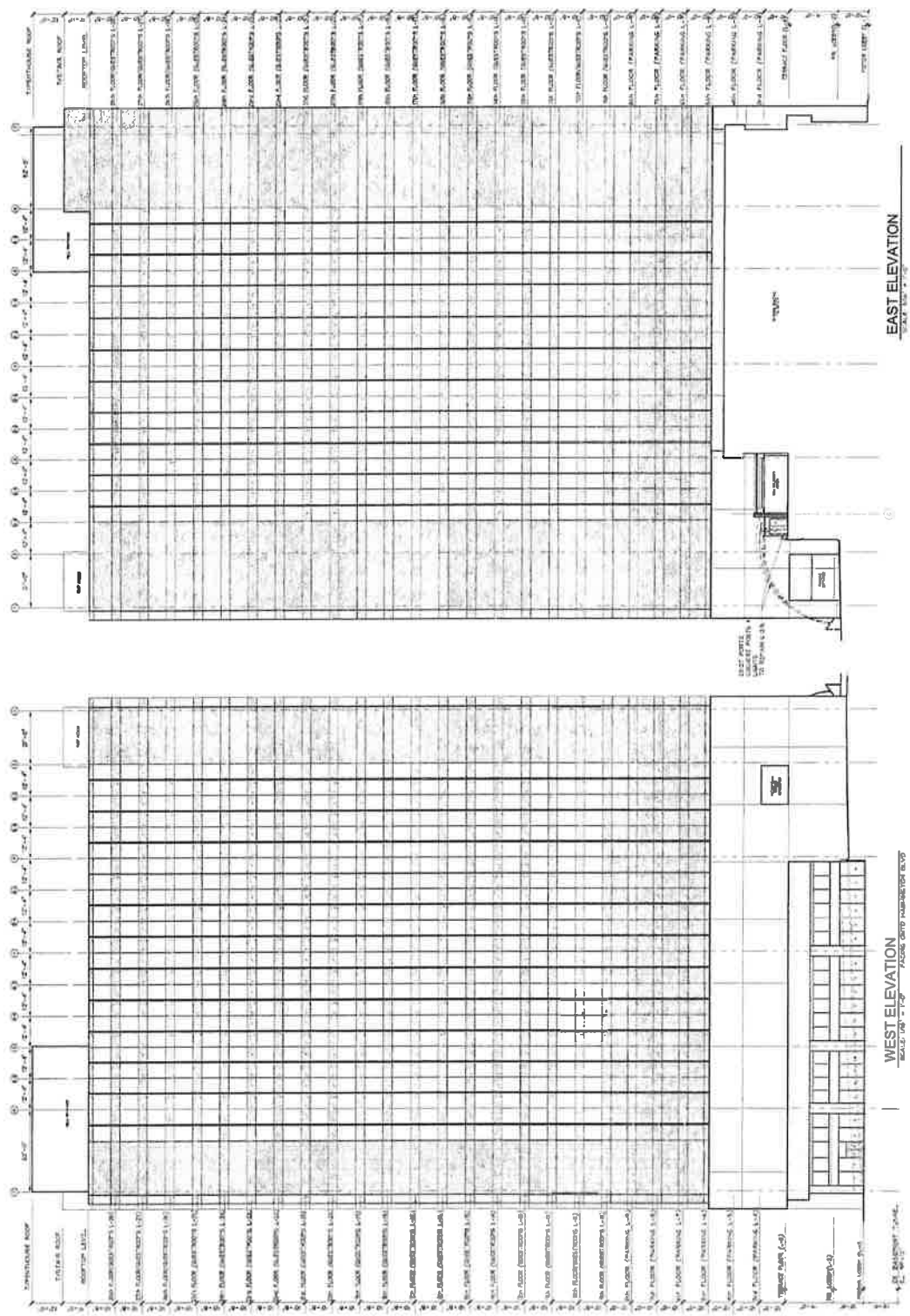
SHALL LEGEND:
 - - - - - EXIST. CONSTRUCTION BY OTHERS
 - - - - - NEW CONSTRUCTION BY OTHERS
 - - - - - NEW CONSTRUCTION BY OWNER

A210

PROPOSED HIGHRISE HOTEL EXPANSION
CROWN PLAZA PONTCHATRAIN
2 WASHINGTON BOULEVARD
DETROIT, MI 48226



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ANN ARBOR MI 48106
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EAST ELEVATION
SCALE: 1/8" = 1'-0"

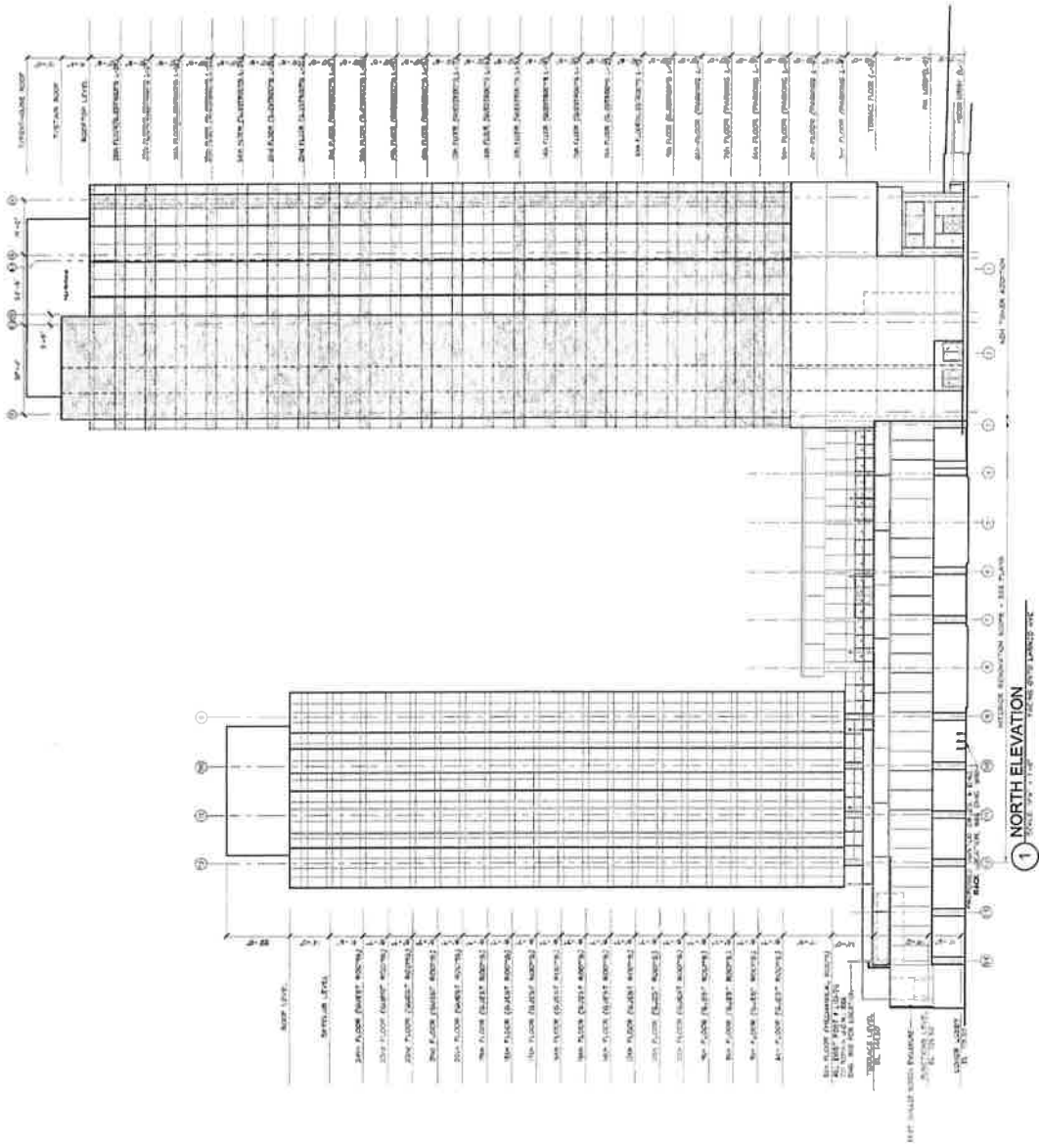
WEST ELEVATION
SCALE: 1/8" = 1'-0"

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ARCHITECTS PLANNING DESIGN & PROGRAM
120 FOREHURST STREET, SUITE 200
DETROIT, MI 48226



PROPOSED HIGHRISE HOTEL EXPANSION
CROWN PLAZA PONTCHARTRAIN
2 WASHINGTON BOULEVARD
DETROIT, MI 48226

A230
30000



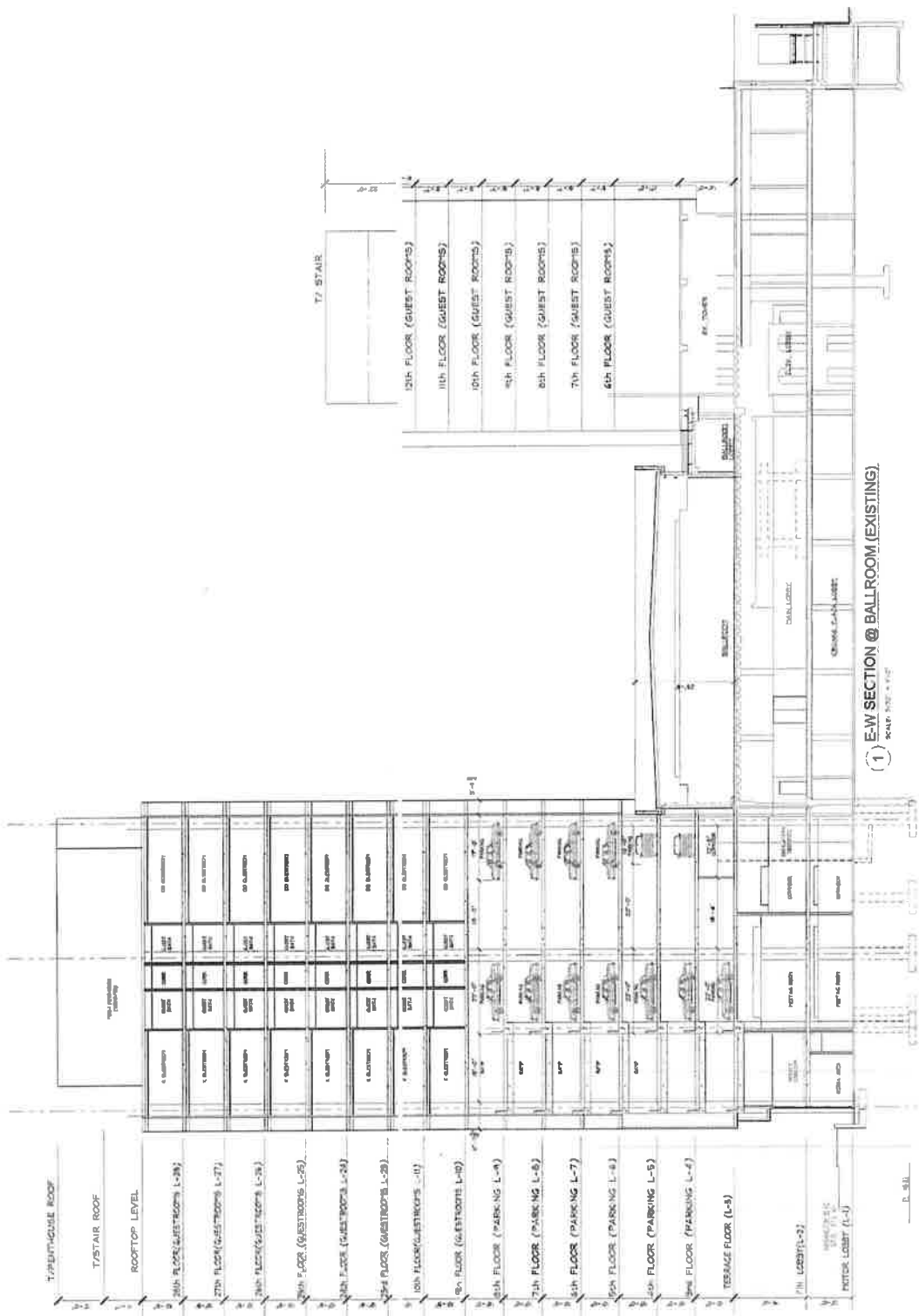
stephen berry
ARCHITECTURAL DESIGN INC.

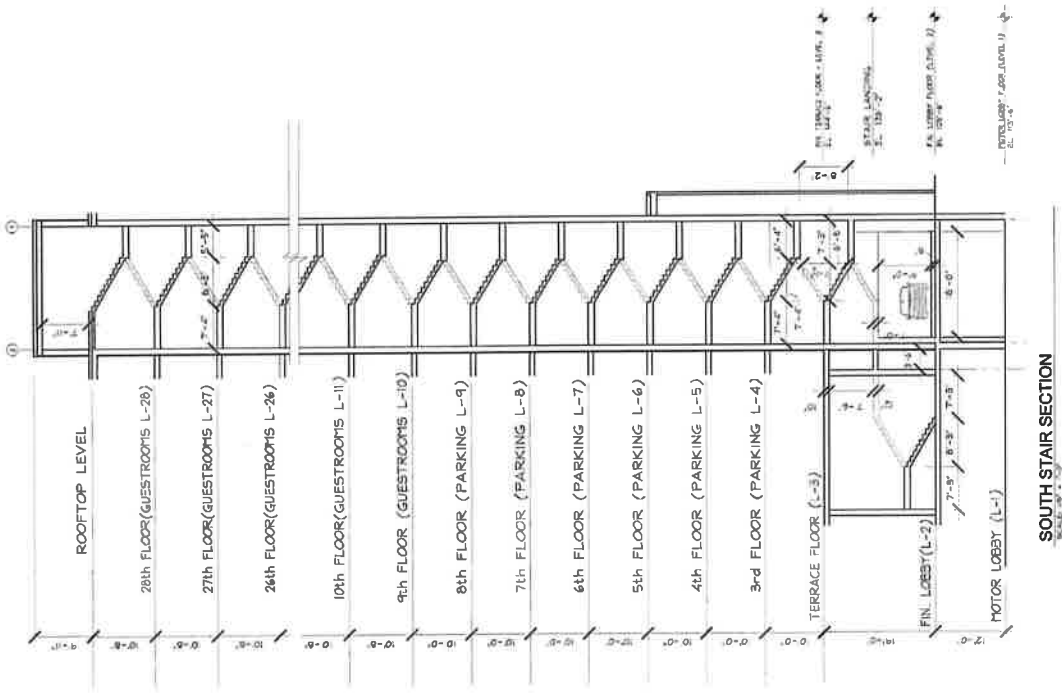
ARCHITECTURE PLANNING DESIGN PROGRAMS
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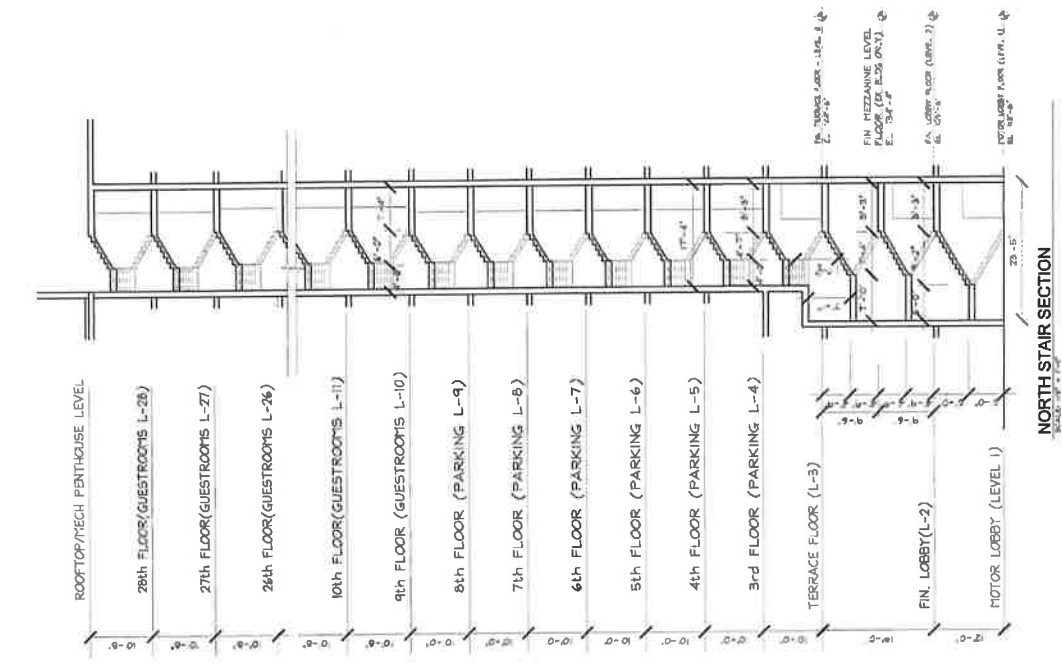
PROPOSED HIGHRISE HOTEL EXPANSION
CROWN PLAZA PONTCHARTRAIN
2 WASHINGTON BOULEVARD
DETROIT, MI 48226

A300





SOUTH STAIR SECTION



NORTH STAIR SECTION

A350

PROPOSED HIGHRISE HOTEL EXPANSION
 CROWN PLAZA BOUTIQUE
 2 WASHINGTON BOULEVARD
 DETROIT, MI 48226



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NOT FOR CONSTRUCTION
 (LOOR 1)

A RESOLUTION

By Council Member _____:

WHEREAS, The Pontchartrain Crowne Plaza Hotel desires to conduct exterior modification to the premises located at 2 Washington Boulevard on land zoned PCA (Public Center Adjacent/Restricted Business District); and

WHEREAS, the site is subject to the Special District Review and the site plan review provisions of Section 61-11-97 and 61-3-186, respectively, of the Zoning Ordinance of the City of Detroit; and

WHEREAS, the PCA zoning district classification requires that exterior alteration of any existing building, structure, or premises, or part thereof, be reviewed by the Planning and Development Department and by the City Planning Commission for consistency with the spirit, purpose, and intent of the district and that those modifications be approved by resolution of the City Council following the receipt of a written report and recommendation from the Planning and Development Department and the City Planning Commission; and

WHEREAS, the Planning and Development Department and the City Planning Commission have reviewed the proposal in order to ensure that the proposed development is in keeping with the spirit, purpose and intent of the PCA zoning district classification and whereas the City Planning Commission staff have reviewed the proposal in order to ensure that the proposed development meets the criteria set forth for site plan approval in Article 3, Division 5, Subdivision D of the Zoning Ordinance; and

WHEREAS, the petitioner has agreed to submit schematics of the ventilation system and a shade and shadow study showing the effects the proposed tower might have on adjacent properties; and

WHEREAS, CPC and PDD have recommended conditional approval.

NOW, THEREFORE, BE IT RESOLVED, that the Detroit City Council approves the proposed exterior alterations at 2 Washington Boulevard, described in the foregoing communication from the City Planning Commission dated March 7, 2018 and depicted in the drawings prepared by Stephen Berry Architectural Design and dated 12/12/17 with the following condition: that final site plans, elevations, landscaping lighting and signage plans shall be submitted to the staff of the City Planning for review and approval for consistency with the authorized plans prior to application being made for applicable permits. This report also conveys the concurring recommendation of the Planning and Development Department.



CITY OF DETROIT
HOUSING AND REVITALIZATION DEPARTMENT

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43

JUL 19 2018
#2486

July 19, 2018

Detroit City Council
1340 Coleman A. Young Municipal Center
Detroit, MI 48226

RE: Approval of 2018 HOME Regular Round Awards and Requests for Loan Modifications and Subordinations

Honorable City Council:

The City of Detroit, through the Housing and Revitalization Department (“HRD”), has continued to work closely with the U.S. Department of Housing and Urban Development (“HUD”) in making required commitments and disbursements of City HOME funds, to meet project commitment and disbursement deadlines. HRD issued a NOFA on December 18, 2017, to assist in making allocations for “ready-to-proceed projects” from available HOME, NSP and CDBG funding. The Department is requesting City Council approval of four (4) Regular Round HOME Program challenge grants, and three (3) HOME Loan Modifications and Subordinations.

The HOME Program is authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act, and is designed exclusively to create affordable housing for low-income households. Eligible activities under the HOME program include:

- Providing home purchase or rehabilitation financing assistance to eligible homebuyers;
- Building or rehabilitating housing for rent or homeownership; and
- Other reasonable and necessary expenses related to the development of non-luxury housing.

HOME funds are awarded on a formula basis, included in the annual entitlement award from HUD, and are part of the Consolidated Plan.

HRD is requesting approval of HOME challenge grants from the existing budgeted appropriations for the following four HOME projects: Sugar Hill (85 unit mixed use development), Carpenter Avenue Apartments (100% affordable apartment development using LIHTC), Brush & Watson (122 unit mixed-income apartment development), and Mack/Alter Community Homes (14 unit 100% affordable apartment complex). Sugar Hill will leverage \$23.4 million in additional funding including New Market Tax Credits, private equity, and private lender financing from a \$1.6 Million HOME Award. The remaining three projects will leverage private financing and other funding through the State’s Low Income Housing Tax Credit programs (See Exhibit 1).

CITY CLERK 2018 JUL 20 PM 3:30



Detroit City Council

RE: Approval of 2018 HOME Regular Round Awards and Request for Loan Modifications and Subordinations

July 19, 2018

Page 2

Additionally, the Department requests approval of the following three HOME loan modifications and subordinations on projects previously supported with City Home funds:

1. The developer of Genesis Villa has requested a HOME loan modification and subordination to pay off a portion of the City's HOME Loan to support a request for \$4 million low income housing tax credits to undertake repairs and extend affordability.
2. The developer of Pablo Davis has requested forgiveness of a portion of the City's HOME loan with an assumption of the remaining balance of City Loans in an effort to close on an additional \$4 million in public and private equity to undertake repairs and extend affordability.
3. The developer of the Infinity Park project has requested to pay-off \$805,714 in HOME funds and a loan subordination to allow a new purchaser to assume the 13 year balance of the affordability period on the City's remaining conditional loan (See Exhibit 2).

Consistent with the new process adopted by City Council in 2012 for approving HOME, CDBG and/or development awards and development partners, HRD is requesting that your Honorable Body review and approve the attached list.

We request approval of the attached resolution with a waiver of reconsideration so additional housing investments and neighborhood reinvestment through the HOME program can continue. Should you have questions or require additional information, please do not hesitate to contact me at (313) 628-0034.

Respectfully submitted,

Darwin L. Heard
Multi-Family Housing Director

Attachments

cc: S, Washington, Mayor's Office
D. Rencher, Director
K. Vickers, Associate Director

APPROVED
BUDGET DIRECTOR
Date 7/20/18



BY COUNCIL MEMBER: _____

WHEREAS, the City of Detroit receives an annual allocation of HOME, CDBG and NSP (program income) Development funds from the U.S. Department of Housing and Urban Development (“HUD”), through the Housing & Revitalization Department (“HRD”), for the purpose of creating affordable housing opportunities in Detroit neighborhoods; and

WHEREAS, the City Council authorized the Housing & Revitalization Department’s Director to accept and utilize Housing and Urban Development (HUD) HOME, CDBG and NSP funds according to HUD regulations during the City’s annual Budgeting process; and

WHEREAS, HRD will use existing appropriation number 10821 for HOME funds for the following projects: “Sugar Hill project”- \$1,700,000, “Carpenter Avenue Apartments” - \$1,500,000, “Brush & Watson” - \$2,100,000, and “Mack/Alter Homes Community” - \$1,585,366; and

RESOLVED, that the City Council approves HOME Loans and/or grants for Developers and/or borrowers in the amounts indicated on the attached list, provided that loan amounts may vary by not more or less than 10%; and

RESOLVED, that the Housing & Revitalization Department Director or his designee, is authorized to process, prepare and execute all loan and grant documents required to close, secure, and use HOME, CDBG and NSP funds according to HUD regulations for the approved list of developers and borrowers; and

BE IT FINALLY RESOLVED, that the Housing & Revitalization Department Director or his designee, is authorized to process, prepare and execute all loan and grant documents required to modify HOME Loans, Grants, Mortgages and/or subordinate HOME funds according to HUD regulations for the development partners listed on the Exhibit.

Waiver of Reconsideration per motions before adjournment.

Exhibit 1: 2018 HOME Regular Round Awards

New Awards, Loan Modifications and/or Loan Subordinations (Various Developers)

DEVELOPER OR BORROWER	PROJECT DESCRIPTION	PROJECT ACTION	TOTAL DEVELOPMENT COST	ORIGINAL ALLOCATION	New or Revised HOME/NSP ALLOCATION	COMMENTS
Develop Detroit, Inc. 535 Griswold, Ste 1600 Detroit, MI 48226	Sugar Hill Mixed Use Development 81-119 Garfield Detroit, MI 48201 New Construction 85 Units (15 HOME Assisted)	HOME award will leverage \$30,454,523 in other public and private funding including New Market Credits, Private equity, private loans and other public to build 85 unit mixed income facility including 12,000 square feet of Retail.	\$32,045,523.00	\$1,700,000.00	N/A	\$1,700,000 HOME challenge grant to assist in leveraging other public, private and loan and equity to build a mixed use development including retail and parking.
NSO and MHT Housing 32600 Telegraph Ste 102 Bingham Farms, MI 48025	Carpenter Avenue Apartments 3021 Carpenter Av. Detroit, MI 48212 New Construction 49 Units (100% Affordable)	HOME challenge grant to assist in leveraging low income housing tax credit award to build 49 unit apartment complex.	\$16,516,349	\$1,500,000	N/A	\$1,500,000 HOME challenge grant to assist in leveraging a 9% Low Income Housing Tax Credit Award to build a 49 unit 100% affordable supportive housing complex.
American Community Developers 20250 Harper Detroit, 48225	Brush & Watson 2994-2968 Brush St Detroit, MI 48201 New Construction 122 Units (50% Affordable)	HOME Challenge grant to assist in leveraging a 9% low income housing tax credit award to build 122 unit apartment complex.	\$40,079,832	\$2,100,000	N/A	\$2,100,000 HOME Challenge Grant to support a request to MSHDA for a 9% Low Income Tax Credit award to build a 122 Unit Apartment complex.
NOVA Development Group LLC 12801 Kercheval Av. Detroit, MI 48215	Mack/Alter HOMES Community 3151-3115 Alter Rd. Detroit, MI 48215 New Construction 15 Units (100% Affordable)	Increase HOME Challenge grant to support request for 4% Low income Housing Tax Credit Award and build 15 unit supportive housing development that will be 100% affordable.	\$3,533,935	\$750,000	\$835,366	Increase HOME Challenge grant by \$835,366 (new total: \$1,585,366) to support a MSHDA 4% Low income housing Tax Credit request to build a 15 unit supportive housing complex that will be 100% affordable.
		Total Investments:	\$92,175,639.00	\$6,050,000.00	\$835,366.00	\$6,885,366.00 (Total HOME)

Exhibit 2: JULY 2018 HOME Loan Modifications and/or Subordination Approvals

Loan Modifications and/or Loan Subordinations (Various Developers)

DEVELOPER OR BORROWER	PROJECT DESCRIPTION	PROJECT ACTION	TOTAL DEVELOPMENT COST	ORIGINAL ALLOCATION	COMMENTS
Pablo Davis LDHA LP and Bridging Community Inc. 6900 McGraw Detroit, Mi 48210	Pablo Davis Elder Living Center 9200 W. Vernor Hwy Detroit, MI 48209 (80 Affordable Units of Senior Housing)	Forgive portion of existing HOME Loan (\$4,142,500 and accrued interest leaving a remaining balance of \$870,000) to be assumed and repaid by a new partnership (Bridging Communities). Pending approval on a new LIHTC award and private equity totaling \$4,090,000.	\$5,012,500.00	\$5,012,500.00	Forgive portion of HOME Loan leaving balance of \$870,000 to be assumed by a new partnership (Pablo Davis II LDHA LP) and repaid over new tax credit affordability period estimated at 30 years. Annual payment:\$3,500.
Genesis Villas II LDHA LLC 32600 Telegraph Road, Bingham Farms MI 48025	Genesis Villas Harper Avenue Detroit, MI 48202 89 Unit Rehabilitation Affordable 100%	Modification/Subordination to allow prepayment of \$282,383 on HOME loan, subordination and assumption of combined loans 2 and 3 for new permanent loan with annual payment of \$1,200 for 35 years.	\$9,042,283.00	\$2,778,184.00	Prepayment of HOME loan with onetime payment of \$282,383 and subordinate remaining balance in one note to allow a \$4,000,000 investment of LIHTC and other financing for a new preservation project.
Westgate Apartment, LLC/Wintersprings Investments, LLC 14075 Riverview Street Detroit, MI 48223	Infinity Park Riverview MI 48223 484 Unit Preservation Affordable 100%	Allow current developer to allow pay off \$805,714 conditional note in full, and subordination for new purchaser to assume original note of \$2,293,482 for 13 year balance of affordability period.	\$9,705,714.00	\$3,098,659.00	Payoff conditional note of \$805,714 and allow subordination of \$2,293,482 conditional note for new purchaser with 38 HOME assisted units.
	Total Investments:		\$18,747,997.00	Net Allocations:	



CITY OF DETROIT
HOUSING AND REVITALIZATION DEPARTMENT

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE, SUITE 908
DETROIT, MICHIGAN 48226
(313) 224-6380 • TTY:711
(313) 224-1629
WWW.DETROITMI.GOV

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July 20, 2018

Detroit City Council
1340 Coleman A. Young Municipal Center
Detroit, MI 48226

RE: Submission of the 2018-2019 HUD Action Plan

Honorable City Council:

In conformance with the requirements of the U.S. Department of Housing and Urban Development (HUD), the Housing & Revitalization Department respectfully requests that Your Honorable Body authorize the submission of the 2018-2019 HUD Annual Action Plan. It is also requested that you designate the Mayor or his designee, to be the authorized representative to act in connection with the Plan. The Plan reflects the 2018-2019 Narrative and CDBG/NOF Proposal final recommendations.

It is respectfully requested that you approve the attached resolution with a Waiver of Reconsideration, to ensure HUD's approval and funding availability in a timely manner.

Respectfully submitted,

Donald Rencher
Director

DR:wd

Attachment

cc S. Washington, Mayor's Office

CITY CLERK 2018 JUL 23 AM 10:50



BY CONCIL MEMBER _____

WHEREAS, the Detroit City Council hereby authorized the submission of the 2018-2019 HUD Annual Action Plan in accordance with the foregoing communication; and

RESOLVED, that the Mayor of the City of Detroit, Michael E. Duggan or his designee, is hereby authorized to submit the 2018-2019 Annual Action Plan including all understandings and assurances contained therein, to the U.S. Department of Housing and Urban Development (HUD) in accordance with the foregoing communication; and

RESOLVED, that the Mayor of the City of Detroit, Michael E. Duggan or his designee, is hereby designated to act in connection with the aforesaid submission, and provide the U.S. Department of Housing and Urban Development (HUD) such additional information as may be required.



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July 23, 2018

Detroit City Council
1340 Coleman A. Young Municipal Center
Detroit, MI 48226

**RE: Agreement with Douglass Acquisition Company LLC
Frederick Douglass Development Project**

Honorable City Council:

The Detroit Housing Commission (“DHC”) recently entered into a purchase agreement for sale of the former Frederick Douglass public housing site (“Douglass Site”) to the Douglass Acquisition Company LLC (“DAC”) for \$23M. The Douglass Site, comprised of roughly 22 acres of vacant land near the southern end of Brush Park in the City of Detroit, has not had residents living at the site since 2008. DAC intends to develop the entire Douglass Site into several mixed-income residential projects providing over 800 units, along with construction of various other commercial, retail and public space components. Total development costs are expected to exceed \$300M.

In 2017, the Housing and Revitalization Department (“HRD”) entered into an Affordable Housing Agreement (“AH Agreement”) with Bedrock Management Services LLC (“Bedrock”), of which DAC is an affiliate, to provide for the construction of affordable housing units in the event the City supports Bedrock residential development with a financial incentive. HRD recognizes that the Douglass Site will require significant public road and utility infrastructure, pre-development, housing construction, site prep work and park construction (“Improvements”) to become a viable project in the City. Additionally, HRD believes that the proposed development at the Douglass Site poses an opportunity to create new affordable residential units in the City of Detroit.

In support of the Improvements and creation of new affordable units at the Douglass Site, HRD has partnered with the Water & Sewerage Department (“DWSD”) to make \$10.2M in funding available to DAC through the attached Development Agreement. Pursuant to the proposed Development Agreement, HRD would make Federal HOME (\$6M) and CDBG (\$3M) funds available to DAC, along with \$1.2M from DWSD, to support DAC’s construction of the Improvements and a commitment that 156 units or 25% of the total rental units at the Douglass Site be affordable units for a period of 30 years under the terms of the AH Agreement.



For the reasons stated above, we respectfully request your adoption of the attached resolution that:
1) approves the Development Agreement and 2) approves allocation and use of certain funding towards the Improvements in exchange for affordable housing units.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'D. Rencher', written in a cursive style.

Donald Rencher, Director
Housing & Revitalization Dept.

A handwritten signature in blue ink, appearing to read 'G. A. Brown', written in a cursive style.

Gary A. Brown, Director
Water & Sewerage Dept.

cc: S. Washington, Mayor's Office

RESOLUTION

BY COUNCIL MEMBER: _____

WHEREAS, the Douglass Acquisition Company LLC ("DAC") owns and/or has an enforceable contract to acquire certain vacant land in the City of Detroit ("City") consisting of roughly 22 acres and known as the "Douglass Site"; and

WHEREAS, the City and Bedrock Management Services LLC ("Bedrock") have entered into that certain Affordable Housing Agreement approved by Detroit City Council on July 25, 2017 ("AH Agreement") to provide for affordable housing units in the City of Detroit by Bedrock and its affiliates if the City provides financial incentives for a Bedrock, or Bedrock affiliated company, development project; and

WHEREAS, DAC is an affiliated company of Bedrock; and

WHEREAS, the City's Housing and Revitalization Department ("HRD") and Water and Sewerage Department ("DWSD") wish to support DAC's development of the Douglass Site pursuant to that certain Development Agreement, which is attached hereto as Exhibit A, between HRD, DWSD and DAC (the "Development Agreement") in exchange for: 1) construction of certain public road and utility infrastructure, pre-development, housing construction, site prep work and park construction ("Improvements") and 2) construction of 156 units or 25% of the total rental units at the Douglass Site as affordable units for a period of 30 years under the terms of the AH Agreement; and

WHEREAS, pursuant to the Development Agreement, HRD and DWSD will make certain funding available to DAC as follows:

- A. \$6,000,000.00 in HOME Investment Partnerships Program funding ("Home Funds");
- B. \$3,000,000.00 in CDBG Program funding ("CDBG Funds");
- C. \$1,200,000.00 from DWSD ("DWSD Funds");

now therefore be it

RESOLVED, that Detroit City Council hereby approves the Development Agreement, subject to the subsequent approval of the Development Agreement by the City's Board of Water Commissioners; and be it further

RESOLVED, that Detroit City Council hereby approves allocation and use of the Home Funds, CDBG Funds and DWSD Funds to DAC under the terms of the Development Agreement; and be it further

RESOLVED, that the HRD Director, or his authorized designee, be and is hereby authorized to execute the Development Agreement, as well as any such other documents as may be necessary to effectuate transfer of the HOME Funds and CDBG Funds to the DAC pursuant to the Development Agreement; and be it further

RESOLVED, that the DWSD Director, or his authorized designee, subject to the approval of the City's Board of Water Commissioners, be and is hereby authorized to execute the Development Agreement, as well as any such other documents as may be necessary to effectuate transfer of the DWSD Funds to the DAC for public infrastructure Improvements pursuant to the Development Agreement; and be it further

RESOLVED, that the Finance Director is hereby authorized to increase the necessary accounts and honor expenditures, vouchers and payrolls when presented in accordance with the foregoing communication and standard City procedures.

(See Attached Exhibit A)

EXHIBIT A

DEVELOPMENT AGREEMENT

[See Attached]

CITY OF DETROIT

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“Agreement”) is entered into by and between the City of Detroit (“City”), a Michigan municipal corporation acting by and through its Housing and Revitalization Department (“HRD”) with an address of 2 Woodward Avenue, Suite 908, Detroit, MI 48226 and its Water and Sewerage Department (“DWSD”) with an address of 735 Randolph Street, Detroit, MI 48226, and Douglass Acquisition Company LLC (“DAC”), a Michigan limited liability company with an office at 630 Woodward Avenue, Detroit, MI 48226.

WITNESSETH:

WHEREAS, DAC owns and/or has an enforceable contract to acquire 29 parcels of vacant land in the City of Detroit consisting of roughly 22 acres as generally depicted in the attached Exhibit A (the “Project Area”), which is incorporated herein by reference; and

WHEREAS, DAC has rights to acquire the Project Area pursuant to that certain Purchase Agreement by and between the Detroit Housing Commission, as Seller, and DAC, as Purchaser, dated July 12, 2018 (the “Purchase Agreement”); and

WHEREAS, DAC contemplates constructing approximately 800 total residential units across several mixed-income residential projects within the Project Area (the “Projects”) that will include creation of certain affordable housing units; and

WHEREAS, the parties hereto intend that the Project Area is one contiguous parcel that may be completely developed and improved on any portion of the Project Area without encumbrance of any alley, street, walkway, drive, utility, or easement; and

WHEREAS, significant public road and utility infrastructure, pre-development, housing construction, site prep work and park construction within the Project Area (collectively the “Improvements”) are required to make the Projects viable; and

WHEREAS, the City has committed to assist DAC’s efforts to construct the Improvements by providing direct monetary support as further described herein; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. The following terms used throughout this Agreement shall be defined as follows:

- A. “AH Agreement” means that certain Affordable Housing Agreement by and between Bedrock Management Services LLC and the City as approved by Detroit

City Council on July 25, 2017 and that may be amended from time to time pursuant to its terms.

- B. "Affordability Period" shall have the same meaning as the term Affordability Period in the AH Agreement.
- C. "Affordable Units" shall have the same meaning as the term Affordable Units in the AH Agreement.
- D. "Cap" shall have the same meaning as the term Cap in the AH Agreement.
- E. "Compliance Period" shall have the same meaning as the term Compliance Period in the AH Agreement.
- F. "Completion Period" shall have the same meaning as the term Completion Period in the AH Agreement.
- G. "Effective Date" shall mean the effective date of this Agreement, which shall be the later of: 1) the approval date of this Agreement by Detroit City Council or 2) the approval date of this Agreement by the City's Board of Water Commissioners.
- H. "Developer Affiliate" shall have the same meaning as the term Developer Affiliate in the AH Agreement.
- I. "Financial Incentive" shall have the same meaning as the term Financial Incentive in the AH Agreement.
- J. "Ordinance" means the Detroit City Code, Chapter 14, Article XII, Inclusionary Housing Requirements.
- K. "Qualifying Project" shall have the same meaning as the term Qualifying Project in the AH Agreement.
- L. "Qualifying Transaction" shall have the same meaning as the term Qualifying Transaction in the Ordinance.

2. Monetary Support. The City shall provide Ten Million Two Hundred Thousand and 00/100 Dollars (\$10,200,000.00) (the "Funds") to DAC for the Improvements as follows:

- A. \$6,000,000.00 portion of the Funds in HOME Investment Partnerships Program funding paid over a period of 5 years, unless such period is extended by the DAC in its sole discretion ("Home Funds");
- B. \$3,000,000.00 portion of the Funds in CDBG Program funding paid over a period of 5 years, unless such period is extended by the DAC in its sole discretion ("CDBG Funds");

- C. \$1,200,000.00 portion of the Funds in funding from DWSD paid within the first 365 days immediately following the Effective Date of this Agreement (“DWSD Funds”), or, in the event that DAC has not incurred \$1,200,000.00 in Improvement costs on or before such date before December 31, 2019.

The Funds are considered a Financial Incentive approved by the City for the Projects. The above referenced funding allocations for the City’s HOME Funds and CDBG Funds shall be paid through one or more separate subrecipient agreements with DAC. Such subrecipient agreements shall require separate approval by HRD and shall be subject to the additional terms, obligations and restrictions of the federal, state and local laws related to such respective funding sources. The DWSD Funds shall be paid to DAC upon the City’s receipt of a satisfactory invoice for payment.

Notwithstanding the foregoing or anything contained elsewhere in this Agreement (including but not limited to Section 8 hereof), the City shall diligently pursue and use its best efforts to obtain the HOME Funds and the CDBG Funds so that the City can make available to DAC all of the Funds. Provided that DAC has submitted sufficient information to HRD by the annual City deadlines to apply for HOME Funds and/or CDBG Funds and the City’s underwriting criteria is met, HRD shall allocate to DAC such HOME Funds and/or CDBG Funds that are available to the City within the respective funding period for which DAC applies.

3. Qualified Use of Funds. The HOME Funds and CDBG Funds shall be used for eligible uses related to the Improvements within the Project Area. The DWSD Funds shall be used for Improvements within the Project Area related to public water and sewerage infrastructure. Provided that the DAC acquires the land within the Project Area as contemplated by the Purchase Agreement, the Improvements shall be completed within seven (7) years of Detroit City Council approval of this Agreement, unless such period is extended by HRD in its sole discretion.

4. Affordable Housing Requirement. DAC shall provide 25% of total rental units constructed or 156 rental units, whichever is greater, in the Project Area as Affordable Units for the duration of the Affordability Period. Such Affordable Units created pursuant to this Agreement shall be constructed pursuant to the Compliance Period and Completion Period of the AH Agreement. The parties acknowledge that DAC is considered a Developer Affiliate and, therefore, such Affordable Units created pursuant to this Agreement shall count towards the Cap required under the AH Agreement.

5. Waiver from Ordinance. Sec. 14-12-3 of the Ordinance requires that all Qualifying Transactions brought before Detroit City Council for approval be subject to the affordability requirements set forth in Sec. 14-12-5 of the Ordinance. Although this Agreement would otherwise be considered a Qualifying Transaction subject to the Ordinance, the parties acknowledge that this Agreement is waived from the Ordinance provisions pursuant to Sec. 14-12-4 (d) for reasons that DAC, as a Developer Affiliate, has previously agreed to provide affordable housing subject to the AH Agreement.

6. Indemnification of the City. DAC shall indemnify, save and hold harmless the City and the City’s agents, employees, elected officials and officers against any and all liabilities,

obligations, damages, penalties, claims, costs, charges and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against the City or the City's agents, employees, elected officials and officers by reason of any of the following as related to the Improvements and occurring during the term of this Agreement:

- A. Any work, act, error, omission or thing done in or about the Project Area, any part thereof or affecting same and that may be covered by general liability insurance, by DAC, its employees, agents, contractors, subcontractors, licensees or invitees (collectively called "Associates") for whose acts any of them might be liable;
- B. Any use, nonuse, possession, occupation, condition, operation, maintenance or management of the Project Area or of DAC's or its Associate's equipment;
- C. Any negligent or tortious acts of DAC or its Associates;
- D. Any failure by DAC or its Associates to perform its material obligations under this Agreement;
- E. Any act, failure to act or material misrepresentation by DAC or any of its Associates in connection with the construction and renovations of the Improvements.

City shall not be responsible for any environmental response and/or remediation of Hazardous Materials within the Project Area. DAC shall not use, handle, generate, treat, store or dispose of, or permit the handling, generation, treatment, storage or disposal of any Hazardous Materials in, on, under, around or above the Project Area during the term of the Agreement unless the DAC agrees to follow all laws and regulations in doing so. DAC shall indemnify the City from any and all liability that may arise from such activities.

In the event that any action or proceeding is brought against the City or the City's agents, employees, elected officials or officers by reason of any claim covered under this Agreement, DAC, upon written notice from the City, shall resist and defend such action or proceeding at DAC's sole cost and expense.

7. DAC's Insurance. Unless otherwise waived by HRD, DAC shall maintain, at its sole expense during the term of this Agreement, the following insurance:

<u>TYPE</u>	<u>AMOUNT NOT LESS THAN</u>
A. Workers' Compensation	Michigan Statutory minimum
B. Employers' Liability	\$500,000.00 minimum each disease \$500,000.00 minimum each person \$500,000.00 minimum each accident
C. Commercial General Liability	\$1,000,000.00 each occurrence

Insurance

\$2,000,000.00 aggregate

- D. Automobile Liability Insurance (covering all owned, hired and non-owned vehicles with personal and property protection insurance, including residual liability insurance under Michigan no fault insurance law) \$1,000,000.00 combined single limit for bodily injury and property damage

If during the term of this Agreement, changed conditions or other pertinent factors should, in the reasonable judgment of the City, render inadequate the foregoing insurance limits, the DAC shall furnish on demand such additional or lesser coverage as may reasonably be required under the circumstances. All such insurance shall be effected under valid and enforceable policies, issued by insurers of recognized responsibility which are well-rated by national rating organizations and are reasonably acceptable to the City.

All required insurance policies hereunder shall name the DAC as the insured and the City as additional insured as to the required Commercial General Liability and Automobile Liability policies. Certificates of insurance evidencing such coverage shall be submitted to the City upon demand.

8. Compliance. With respect to the completion and construction of the Improvements, DAC shall comply with all applicable federal, state and local laws, rules, executive orders, including executive orders 2016-1 and 2014-5 (the "Executive Orders"), and regulations. The Improvements are considered a "publically-funded construction project" pursuant to the City's Executive Order 2016-1 and, therefore, the terms and conditions of Executive Order 2016-1 shall apply to DAC's completion of the Improvements. However, 1) DAC shall not be required to comply with Executive Orders which have been terminated and 2) the obligations of Developer to comply with the Executive Orders shall be modified to the extent that the Executive Orders are amended or modified after the Effective Date to provide less stringent requirements or a variance has been obtained. Notwithstanding anything to the contrary contained in this Agreement, (a) the only remedies enforceable against DAC with respect to a breach of the Executive Orders shall be the remedies set forth within the Executive Orders (and not any other remedies set forth in this Agreement); (b) if DAC fails to or is unable to comply with the requirements contained in the Executive Orders but pays any fees, penalties, or monetary contributions as permitted under the Executive Orders or as permitted by the personnel enforcing the Executive Orders, then DAC shall be deemed to be in compliance with the Executive Orders (and with this Agreement); and (c) if DAC is lawfully contesting any alleged violation under the Executive Orders (including, but not limited to, by filing a challenge pursuant to the provisions of Section 8 of Executive Order 2016-1), then DAC shall not be considered to have violated the applicable Executive Order.

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that any allocation of HOME Funds and CDBG Funds may occur only upon

satisfactory completion of environmental review and receipt by the City of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part §58.

9. **Notice.** DAC and the City each designate the following official representatives, or such other designee as each party may identify from time to time to the other's official representative, for purposes of receiving notices and administering the terms of this Agreement:

A. City's Official Representatives are:

City of Detroit, Housing & Revitalization Department
2 Woodward, Suite 908
Detroit, MI 48226

Attn: Donald Rencher, Director
Email: rencherd@detroitmi.gov

and

City of Detroit, Water & Sewerage Department
735 Randolph
Detroit, MI 48226

Attn: Gary Brown, Director
Email: browngary@detroitmi.gov

B. DAC's Official Representative is:

Douglass Acquisition Company LLC
630 Woodward Avenue
Detroit, Michigan 48226

Attn: James A. Ketai
Email: JamesKetai@bedrockdetroit.com

and

Douglass Acquisition Company LLC
630 Woodward Avenue
Detroit, Michigan 48226

Attn: Howard N. Luckoff
Email: HowardLuckoff@bedrockdetroit.com

10. Reporting. Upon written request from the City, DAC shall provide periodic updates on the progress of the Improvements. DAC shall include information regarding the Affordable Units created pursuant to this Agreement in the reporting to the City required by the AH Agreement.

11. Contiguous Parcel. In the event that any portion of the Project Area includes a public alley, street, walkway, drive or right-of-way that may otherwise encumber or limit DAC's ability to fully develop and/or improve each and every portion of the Project Area as a contiguous parcel, the City shall make best efforts to work with DAC to vacate such areas.

12. Remedies. In the event that the City defaults under the terms of this Agreement and such default is not remedied within ten (10) days after DAC notifies the City in writing, DAC may exercise any right or remedy available at law or in equity.

13. Miscellaneous.

- A. The invalidity of any article, section, subsection or clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, subsections, clauses or provisions hereof.
- B. All actions arising under this Agreement shall be governed by, subject to, and construed according to the laws of the State of Michigan. DAC and the City agree, consent and submit to the jurisdiction of any competent court in Wayne County, Michigan, for any action brought against it arising out of this Agreement. DAC also agrees that it will not commence any action against the City because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of this Agreement in any courts other than those in Wayne County, Michigan.
- C. This Agreement may be executed in any number of counterparts, all of which shall be deemed to be originals and together shall constitute one and the same instrument.
- D. Titles of the Articles and headings of Sections and subsections herein are not part of this Agreement and shall not be deemed to affect the meaning or construction of any of its provisions. The recitals set forth at the beginning of this Agreement are hereby incorporated into the body of this Agreement as if reinstated in their entireties.
- E. The City reserves and shall have the exclusive right to waive, at the sole discretion of the City, and to the extent permitted by law, any requirement or obligation applicable to DAC under this Agreement. No act by or on behalf of the City shall be, or be deemed or construed to be, any waiver of any such requirement or provision, unless the same be in writing, signed by the authorized representative of the City and expressly stated to constitute such waiver.

- F. No failure by the City or DAC to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any right, term or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or such covenant, agreement, term and condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.
- G. Nothing contained herein shall be construed or permitted to operate as any restriction upon the power granted by law to the City of Detroit or Detroit City Council.
- H. Neither the City nor the City's agents have made any representations except those expressly set forth herein, and no rights or remedies are or shall be acquired by DAC by implication or otherwise unless expressly set forth herein.
- I. DAC shall not assign, transfer, convey or otherwise dispose of any interest or obligation whatsoever in this Agreement without the prior written consent of the City. Any proposed transferee shall have the qualifications and financial resources, as determined by the sole discretion of the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by DAC.
- J. This Agreement shall be binding upon successors and permitted assigns of either party to this Agreement, and all rights, obligations, benefits and advantages of this Agreement and shall inure to such successors and assigns.
- K. Expiration of Agreement. This Agreement shall expire upon the last payment of the Funds to DAC. Notwithstanding the foregoing or anything contained elsewhere in this Agreement, Sections 4. Affordable Housing Requirement, 5. Waiver from Ordinance and 11. Contiguous Parcel of this Agreement shall survive expiration of the Agreement until the last Affordability Period has expired.
- L. Authority of City. Notwithstanding anything in this Agreement or otherwise to the contrary, this Agreement shall not be effective until it has been: 1) fully executed by the duly authorized representatives of the City, 2) approved by the Detroit City Council and 3) signed by the City of Detroit Law Department and the City's Chief Procurement Officer. Any amendments or modifications must likewise be duly approved and signed as outlined above.

SIGNATURE PAGE TO THE DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF DETROIT, THE CITY OF DETROIT WATER AND SEWERAGE
DEPARTMENT AND DOUGLASS ACQUISITION COMPANY LLC

The City and DAC, by and through their authorized officers and representatives, have
executed this Agreement as follows:

**CITY OF DETROIT,
HOUSING & REVITALIZATION DEPT.**

By: _____

Printed Name: Donald Rencher

Its: Director

**CITY OF DETROIT,
WATER & SEWERAGE DEPT.**

By: _____

Printed Name: _____

Its: _____

DOUGLASS ACQUISITION COMPANY LLC

*OK
1/10/12*
By:  _____

Printed Name: James Ketai

Its: Authorized Representative

Approved by Detroit City Council on:

Approved by
Board of Water Commissioners on:

Chief Procurement Officer

Approved as to form in accordance with §
7.5-206 of the 2012 City of Detroit Charter.

Supervising Assistant Corporation Counsel

EXHIBIT A

DESCRIPTION OF PROJECT AREA

Land situated in the City of Detroit, County of Wayne and State of Michigan described as follows:

Property 1

650 Alfred, Detroit, MI
Tax Parcel ID 03000641-55

Land situated in the City of Detroit in the County of Wayne in the State of MI
Lots 1 thru 7, South of Alfred, PLAT OF THE SUBDIVISION OF THE C. MORAN FARM, between Gratiot and Indian streets, according to the plat thereof as recorded in Liber 1 of Plats, Page 254, Wayne County Records.
Lots 147 thru 149, PART OF CRANE AND WESSON'S section of the Antoine Beaubien Farm, North of Elizabeth street, according to the plat thereof as recorded in Liber 1 of Plats, Page 9, Wayne County Records.

Property 2

651 Division, Detroit, MI
Tax Parcel ID 03000626-40

Land situated in the City of Detroit in the County of Wayne in the State of MI
Lots 1 thru 7, North of Division, PLAT OF THE SUBDIVISION OF THE C. MORAN FARM, between Gratiot and Indian streets, according to the plat thereof as recorded in Liber 1 of Plats, Page 254, Wayne County Records.
Lots 137 thru 139, PART OF CRANE AND WESSON'S section of the Antoine Beaubien Farm, North of Elizabeth street, according to the plat thereof as recorded in Liber 1 of Plats, Page 9, Wayne County Records.

Property 3

640 Division, Detroit, MI
Tax Parcel ID 03000611-9

Land situated in the City of Detroit in the County of Wayne in the State of MI
Lots 1 thru 7, South of Division, PLAT OF THE SUBDIVISION OF THE C. MORAN FARM, between Gratiot and Indian streets, according to the plat thereof as recorded in Liber 1 of Plats, Page 254, Wayne County Records.
Lots 134 thru 136, PART OF CRANE AND WESSON'S section of the Antoine Beaubien Farm, North of Elizabeth street, according to the plat thereof as recorded in Liber 1 of Plats, Page 9, Wayne County Records.

Property 4

641 Adelaide, Detroit, MI
Tax Parcel ID 03000601-10

Land situated in the City of Detroit in the County of Wayne in the State of MI
Lots 1 thru 7, North of Adelaide, PLAT OF THE SUBDIVISION OF THE C. MORAN
FARM, between Gratiot and Indian streets, according to the plat thereof as recorded in
Liber 1 of Plats, Page 254, Wayne County Records.

Lots 124 thru 126, PART OF CRANE AND WESSON'S section of the Antoine Beaubien
Farm, North of Elizabeth street, according to the plat thereof as recorded in Liber 1 of
Plats, Page 9, Wayne County Records.

Property 5

2602 St. Antoine, Detroit, MI
Tax Parcel ID 03003146-52

Land situated in the City of Detroit in the County of Wayne in the State of MI
Lots 127 thru 133, PART OF CRANE AND WESSON'S section of the Antoine Beaubien
Farm, North of Elizabeth street, according to the plat thereof as recorded in Liber 1 of
Plats, Page 9, Wayne County Records.

Property 6

2702 St. Antoine, Detroit, MI
Tax Parcel ID 03003153-9

Land situated in the City of Detroit in the County of Wayne in the State of MI
Lots 140 through 146, Crane & Wessons Subdivision, as recorded in Liber 1, Page 9,
Wayne County Records.

Property 7

2502 St. Antoine, Detroit, MI
Tax Parcel ID 03003139-45

Land situated in the City of Detroit in the County of Wayne in the State of MI
Lots 114 thru 120, PART OF CRANE AND WESSON'S section of the Antoine Beaubien
Farm, North of Elizabeth street, according to the plat thereof as recorded in Liber 1 of
Plats, Page 9, Wayne County Records.

Property 8

640 Adelaide, Detroit, MI
Tax Parcel ID 03000579-92

Land situated in the City of Detroit in the County of Wayne in the State of MI
Lots 1 thru 7, South of Adelaide, PLAT OF THE SUBDIVISION OF THE C. MORAN FARM, between Gratiot and Indian streets, according to the plat thereof as recorded in Liber 1 of Plats, Page 254, Wayne County Records.
Lots 121 thru 123, PART OF CRANE AND WESSON'S section of the Antoine Beaubien Farm, North of Elizabeth street, according to the plat thereof as recorded in Liber 1 of Plats, Page 9, Wayne County Records.

Property 9

641 Winder, Detroit, MI
Tax Parcel ID 03000568-78

Land situated in the City of Detroit in the County of Wayne in the State of MI
Lots 111 thru 113, except expressway as opened, PART OF CRANE & WESSON'S, section of the Antoine Beaubien Farm, North of Elizabeth Street, according to the plat thereof as recorded in Liber 1 of Plats, Page 9, Wayne County Records.
Lots 6 and 7, except expressway as opened, PLAT OF THE SUB'N OF THE C. MORAN FARM, between Gratiot and Indiana Streets, according to the plat thereof as recorded in Liber 1 of Plats, Page 254, Wayne County Records.

Property 10

551 Division, Detroit, MI
Tax Parcel ID 03000621-5

Land situated in the City of Detroit in the County of Wayne in the State of MI
Lots 4, 5 and 6, of PLAT OF T.G. WILLIAMS SUBIDIVSION OF LOT 6 OF THE SUBDIVISION OF OUT LOT 179 LAMBERT BEAUBIEN FARM, according to the plat thereof as recorded in Liber 5 of Plats, Page 69, Wayne County Records.
ALSO
Lots 150, 151 and 152, of SUBDIVISION OF PART OF CRANE AND WESSON SECTION OF ANTOINE BEAUBEIN FARM, NORTH OF ELIZABETH STREET, according to the plat thereof as recorded in Liber 1 of Plats, Page 258, Wayne County Records.

Property 11

2500 Beaubien, Detroit, MI
Tax Parcel ID 03003428-34

Land situated in the City of Detroit in the County of Wayne in the State of MI
Lots 10 and 11, and part of vacated Winder Street South of and adjoining being 5.18
feet on East line of South 3.23 feet on West line, of F.J.B. CRANE'S SUBDIVISION OF
NORTHERN HALF OF OUT LOT 177 LAMBERT BEAUBIEN FARM NORTH OF
GRATIOT ROAD, according to the plat thereof as recorded in Liber 53 of Deeds, Page
347, Wayne County Records.

ALSO

Lots 5, 6, 7 and 8, of F.J.B. CRANE'S SUBDIVISION OF LOTS 4, 5, 6, 7, 8 & 9 OF
SUBDIVISION OF NORTHERN HALF OF OUT LOT 177 LAMBERT BEAUBIEN FARM,
according to the plat thereof as recorded in Liber 58 of Deeds, Page 253, Wayne
County Records.

Property 12

2801 St. Antoine, Detroit, MI
Tax Parcel ID 03003350-4

Land situated in the City of Detroit in the County of Wayne in the State of MI
Lots 164, 165, 166, 167 and 168, of SUBDIVISION OF PART OF CRANE AND
WESSON SECTION OF ANTOINE BEAUBEIN FARM NORTH OF ELIZABETH
STREET, according to the plat thereof as recorded in Liber 1 of Plats, Page 258, Wayne
County Records.

Property 13

551 Adelaide, Detroit, MI
Tax Parcel ID 03000600

Land situated in the City of Detroit in the County of Wayne in the State of MI
South 6.81 feet of Lots 1 through 3, Lots 4 through 6 and vacated alley adjacent, of
PLAT OF THE SUBDIVISION OF LOTS 2 AND 3 OF THE SUBDIVISION OF OUT LOT
177 AND LOT 7 OUT LOT 179 L. BEAUBIEN FARM, according to the plat thereof as
recorded in Liber 11 of Plats, Page 6, Wayne County Records.

ALSO

South 6.81 feet of West 20.49 feet of Lot 9, West 20.49 feet of Lot 8, and vacated alley
adjacent, Block 7, of VAN DYKE'S SUBDIVISION ON THE A. BEAUBIEN FARM,
according to the plat thereof as recorded in Liber 1 of Plats, Page 122, Wayne County
Records.

Property 14

550 Adelaide, Detroit, MI
Tax Parcel ID 03000593-9

Land situated in the City of Detroit in the County of Wayne in the State of MI
Lots 9 through 11, Block 6, of VAN DYKE'S SUBDIVISION ON THE A. BEAUBIEN
FARM, according to the plat thereof as recorded in Liber 1 of Plats, Page 122, Wayne
County Records.

ALSO

Lots 1 through 4, of F.J.B. CRANE'S SUBDIVISION OF LOTS 4, 5, 6, 7, 8 & 9 OF
SUBDIVISION OF NORTHERN HALF OF OUT LOT 177 LAMBERT BEAUBIEN FARM,
according to the plat thereof as recorded in Liber 58 of Deeds, Page 253, Wayne
County Records.

Property 15

2661 St. Antoine, Detroit, MI
Tax Parcel ID 03003355-8

Lots 153, 154, 155, 156 and 157, of SUBDIVISION OF PART OF CRANE AND
WESSON SECTION OF ANTOINE BEAUBIEN FARM NORTH OF ELIZABETH
STREET, according to the plat thereof as recorded in Liber 1 of Plats, Page 258
(previously and erroneously recorded as Liber 1, Page 9), Wayne County Records.

Property 16

550 Division, Detroit, MI
Tax Parcel ID 03000620

Land situated in the City of Detroit in the County of Wayne in the State of MI
Lots 6 and 7, East 19.51 feet Lots 8 and 9, EXCEPT South 6.81 feet of West 20.49 feet
and Lots 10 and 11, vacated alley adjacent, Block 7, of VAN DYKE'S SUBDIVISION ON
THE A. BEAUBIEN FARM, according to the plat thereof as recorded in Liber 1 of Plats,
Page 122, Wayne County Records.

ALSO

North 86.72 feet of Lots 1, 2 and 3, of PLAT OF THE SUBDIVISION OF LOTS 2 AND 3
OF THE SUBDIVISION OF OUT LOT 177 AND LOT 7 OUT LOT 179 L. BEAUBIEN
FARM, according to the plat thereof as recorded in Liber 11 of Plats, Page 6, Wayne
County Records.

Property 17

521 Winder, Detroit, MI
Tax Parcel ID 03000561-7

Land situated in the City of Detroit in the County of Wayne in the State of MI
Lots 12 through 14, except alley as open, vacant Winder Avenue adjacent, of F.J.B.
CRANE'S SUBDIVISION OF NORTHERN HALF OF OUT LOT 177 LAMBERT
BEAUBIEN FARM NORTH OF GRATIOT ROAD, according to the plat thereof as
recorded in Liber 53 of Deeds, Page 347, Wayne County Records.

ALSO

Lots 6 through 8, except Winder as widened, Block 6, of VAN DYKE'S SUBDIVISION
ON THE A. BEAUBIEN FARM, according to the plat thereof as recorded in Liber 1 of
Plats, Page 122, Wayne County Records.

Property 18

2549 St. Antoine, Detroit, MI
Tax Parcel ID 03003359-63

Land situated in the City of Detroit in the County of Wayne in the State of MI
Lots 1 through 5, both inclusive, Block 7, of VAN DYKE'S SUBDIVISION ON THE A.
BEAUBIEN FARM, according to the plat thereof as recorded in Liber 1 of Plats, Page
122, Wayne County Records.

Property 19

2501 St. Antoine, Detroit, MI
Tax Parcel ID 03003364-8

Land situated in the City of Detroit in the County of Wayne in the State of MI
Lots 1 through 5, both inclusive, Block 6, of VAN DYKE'S SUBDIVISION ON THE A.
BEAUBIEN FARM, according to the plat thereof as recorded in Liber 1 of Plats, Page
122, Wayne County Records.

Property 20

551 Alfred, Detroit, MI
Tax Parcel ID 03000661-78

Land situated in the City of Detroit in the County of Wayne in the State of MI
Lots 1, 2 and 3, of SUBDIVISION OF LOT 3 OF THE SUBDIVISION OF OUT LOT 179
L. BEAUBIEN FARM, according to the plat thereof as recorded in Liber 1 of Plats, Page
288, Wayne County Records.

ALSO

Lots 161, 162 and 163, of SUBDIVISION OF PART OF CRANE AND WESSON SECTION OF ANTOINE BEAUBEIN FARM NORTH OF ELIZABETH STREET, according to the plat thereof as recorded in Liber 1 of Plats, Page 258, Wayne County Records.

Property 21

2600 Beaubien, Detroit, MI
Tax Parcel ID 03003435-9

Land situated in the City of Detroit in the County of Wayne in the State of MI Lot 1 and the West 5 feet of Lot 2, of F.J.B. CRANE'S SUBDIVISION OF NORTHERN HALF OF OUT LOT 177 LAMBERT BEAUBIEN FARM NORTH OF GRATIOT ROAD, according to the plat thereof as recorded in Liber 53 of Deeds, Page 347, Wayne County Records.

ALSO

Lot 8, of PLAT OF OUT LOT NO. 179, L. BEAUBIEN FARM, according to the plat thereof as recorded in Liber 1 of Plats, Page 62, Wayne County Records.

Property 22

550 Alfred, MI
Tax Parcel ID 03000656-60

Land situated in the City of Detroit in the County of Wayne in the State of MI Lots 158, 159 and 160, of SUBDIVISION OF PART OF CRANE AND WESSON SECTION OF ANTOINE BEAUBIEN FARM NORTH OF ELIZABETH STREET, according to the plat thereof as recorded in Liber 1 of Plats, Page 258, Wayne County Records.

ALSO

Lots 1, 2 and 3, of PLAT OF T.G. WILLIAMS SUBDIVISION OF LOT 6 OF THE SUBDIVISION OF OUT LOT 179 LAMBERT BEAUBIEN FARM, according to the plat thereof as recorded in Liber 5 of Plats, Page 69, Wayne County Records.

Property 23

2800 Beaubien, Detroit, MI
Tax Parcel ID 03003447-51

Land situated in the City of Detroit in the County of Wayne in the State of MI Lots 1, 2, 3, 4, 5 and 6, of SUBDIVISION OF LOT 4 OF THE SUBDIVISION OF OUT LOT NO. 179 L. BEAUBIEN FARM, according to the plat thereof as recorded in Liber 1 of Plats, Page 244, Wayne County Records.

Property 24

2526 Beaubien, Detroit, MI
Tax Parcel ID 03003440-6

Land situated in the City of Detroit in the County of Wayne in the State of MI
Lots 1, 2, 3, 4, 5, 6 and 7, of SUBDIVISION OF LOT 5 OF OUT LOT 179 L. BEAUBIEN
FARM, according to the plat thereof as recorded in Liber 1 of Plats, Page 307, Wayne
County Records.

Property 25

550 Brewster, Detroit, MI
Tax Parcel ID 03000679-84

Land situated in the City of Detroit in the County of Wayne in the State of MI
Lots 169, 170 and 171, of SUBDIVISION OF PART OF CRANE AND WESSON
SECTION OF ANTOINE BEAUBEIN FARM NORTH OF ELIZABETH STREET,
according to the plat thereof as recorded in Liber 1 of Plats, Page 258, Wayne County
Records.

ALSO

Lots 4, 5 and 6, of SUBDIVISION OF LOT 3 OF THE SUBDIVISION OF OUT LOT 179
L. BEAUBIEN FARM, according to the plat thereof as recorded in Liber 1 of Plats, Page
288, Wayne County Records.

Property 26

2944 Beaubien, Detroit, MI
Tax Parcel ID 03003452-90

Land situated in the City of Detroit in the County of Wayne in the State of MI
Lot 37, of PLAT OF THE SUBDIVISION OF OUT LOT 181 LAMBERT BEAUBIEN
FARM, according to the plat thereof as recorded in Liber 57 of Deeds, Page 2, Wayne
County Records.

Property 27

546 Wilkins, Detroit, MI
Tax Parcel ID 03000711-814

Land situated in the City of Detroit in the County of Wayne in the State of MI
Lots 207, 208 and 209, of SUBDIVISION OF PART OF CRANE AND WESSON
SECTION OF ANTOINE BEAUBEIN FARM NORTH OF ELIZABETH STREET,
according to the plat thereof as recorded in Liber 1 of Plats, Page 258, Wayne County
Records.

ALSO

Lots 34, 35, 36 and 38, of PLAT OF THE SUBDIVISION OF OUT LOT NO. 181 LAMBERT BEAUBIEN FARM, according to the plat thereof as recorded in Liber 57 of Deeds, Page 2, Wayne County Records.

ALSO Lots 5, 6 and 7, of JOHN C. WILLIAMS SUBDIVISION OF LOT 2 OF OUT LOT 179 L. BEAUBIEN FARM, according to the plat thereof as recorded in Liber 3 of Plats, Page 76, Wayne County Records.

ALSO

North 163 feet of Lot 1, Excluding the South 133.25 feet of East 10 feet, of PLAT OF OUT LOT 179 L. BEAUBIEN FARM, according to the plat thereof as recorded in Liber 1 of Plats, Page 62, Wayne County Records.

Property 28

551 Brewster, Detroit, MI
Tax Parcel ID 03000685-710

Land situated in the City of Detroit in the County of Wayne in the State of MI
Lots 1, 2, 3 and 4, of JOHN C. WILLIAMS SUBDIVISION OF LOT 2 OF OUT LOT 179 L. BEAUBIEN FARM, according to the plat thereof as recorded in Liber 3 of Plats, Page 76, Wayne County Records.

ALSO

Lots 198, 199 and 200, of SUBDIVISION OF PART OF CRANE AND WESSON SECTION OF ANTOINE BEAUBEIN FARM, NORTH OF ELIZABETH STREET, according to the plat thereof as recorded in Liber 1 of Plats, Page 258, Wayne County Records.

Property 29

2913 St. Antoine, Detroit, MI
Tax Parcel ID 03003345-9

Land situated in the City of Detroit in the County of Wayne in the State of MI
Lots 201 through 206, both inclusive, of SUBDIVISION OF PART OF CRANE AND WESSON SECTION OF ANTOINE BEAUBEIN FARM NORTH OF ELIZABETH STREET, according to the plat thereof as recorded in Liber 1 of Plats, Page 258, Wayne County Records.



CITY OF DETROIT
HOUSING AND REVITALIZATION DEPARTMENT

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE, SUITE 908
DETROIT, MICHIGAN 48226
(313) 224-6380 • TTY:711
(313) 224-1629
WWW.DETROITMI.GOV

46

July 23, 2018

Detroit City Council
1340 Coleman A. Young Municipal Center
Detroit, Michigan 48226

**RE: Petition No. 295 – Café' D'Mongo's of Detroit for Outdoor Café Permit at 1439
Griswold**

Honorable City Council:

The above-named petitioner has requested permission for Outdoor Café Service. This service convenes every April 1st, through November 30th.

Mr. Larry Mongo (petitioner) has requested to operate an outdoor café in front of 1439 Griswold. The Housing & Revitalization Department processed this request in accordance with the requirements of the City Code, Section 58-2-8.1 for review and response from all involved City departments.

The Department of Public Works/City Engineering Division (DPW/CED) who has jurisdiction over temporary encroachment on City right-of-ways has denied this request based on the petitioner's non-compliance with applicable City ordinance related to outdoor café activities, such as the installation of pre-cast fencing extending to existing light pole location. The existing layout is causing noncompliance with ADA and pedestrian minimum required distance. Also, the railing is anchored in the sidewalk and has not been removed at the end of the patio season.

Although the Housing & Revitalization Department has no objection to the subject proposal, we recommend that the petitioner coordinate with the Department of Public Works/City Engineering Division to resolve this matter prior to action being taken by your Honorable Body.

If we may be of further assistance, please contact our office at 313.224-3519.

Respectfully submitted,

John Saad, P.E.
Engineering Services Coordinator

cc: S. Washington, Mayor's Office
M. Cox, P&DD
R. Brundidge, DPW
R. Doherty, DPW/CED
D. Bell, BSEED

CITY CLERK 2018 JUL 23 AM 11:43

City of Detroit
OFFICE OF THE CITY CLERK

Janice M. Winfrey
City Clerk

Vivian A. Hudson
Deputy City Clerk

DEPARTMENTAL REFERENCE COMMUNICATION

Tuesday, April 17, 2018

To: The Department or Commission Listed Below

From: Janice M. Winfrey, Detroit City Clerk

The following petition is herewith referred to you for report and recommendation to the City Council.

In accordance with that body's directive, kindly return the same with your report in duplicate within four (4) weeks.

DPW - CITY ENGINEERING DIVISION PLANNING AND DEVELOPMENT DEPARTMENT

295 *Café D'Mongo's Speakeasy, request for a seasonal outdoor café permit at 1439 Griswold St.*



APPLICATION FOR SEASONAL OUTDOOR CAFÉ PERMIT:

PETITIONER'S INFORMATION:

LARRY MONGO (313) 303-2071 DEMONGO333@GMAIL.COM
 (PETITIONER'S NAME) (TELEPHONE NUMBER) (EMAIL ADDRESS)
1439 GRISWOLD DETROIT MI 48226
 (PETITIONER'S ADDRESS) (CITY) (STATE) (ZIP)

OWNER'S INFORMATION:

LARRY MONGO (313) 303-2071 DEMONGO333@GMAIL.COM
 (OWNER'S NAME) (TELEPHONE NUMBER) (EMAIL ADDRESS)
1437 GRISWOLD DETROIT MI 48226
 (OWNER'S ADDRESS) (CITY) (STATE) (ZIP)

OUTDOOR CAFÉ INFORMATION:

CAFÉ D' MONGO'S SPEAKEASY
 (CAFÉ NAME)
1439 GRISWOLD DETROIT MI 48226
 (CAFÉ ADDRESS) (CITY) (STATE) (ZIP)

TYPE OF OUTDOOR CAFÉ: SEASONAL (SUBMIT TO H&RD, SUITE 908)
 PERMANENT (SUBMIT TO DPW/CITY ENGINEERING, SUITE 642)
 ON YOUR OWN PROPERTY (SUBMIT TO BSEED, SUITE 401)

WILL PROPOSED OUTDOOR CAFÉ BE: OPEN ENCLOSED FIXED AWNING

DO YOU SERVE ALCOHOL? YES NO

Larry Mongo (OWNER'S SIGNATURE) 4-16-2018 (DATE)

[FOR DEPARTMENT USE ONLY]

APPROVED BY: _____ DATE: _____

DENIED BY: _____ DATE: _____

COMMENTS: _____

REQUIRED ATTACHMENTS TO BE SUBMITTED WITH APPLICATION (HARD COPY OR PDF):

- 11"x17" Site Plan of 1"=10' Scale, depicting dimensions of seating area and its setbacks from the street curb and any obstructions in the right-of-way, (i.e. parking meter, tree trunk and light pole). **A Location Map with the north arrow of the subject site should be provided on the site plan.** ***See Attached Sample Plans***
- 11"x17" Floor and Elevation Plans of 1/8" or 1/4"=1' Scale, showing layout of the tables and chairs, service corridor dimensions and location. In addition, show type and height of fencing including fastening details, **and photos/images of the type of fencing/gate and street furniture that will be installed.**
- Provide Photos for the section of the right-of-way and building in question.

CITY CLERK 17 APR 2018 PM 1:15
 (Rev. 02-2018)



T-Mobile LTE 4:09 PM 75%



1439 Griswold St, Detroit

1439 Griswold St
1.5 mi

eights

outhfield



Coleman A
International
Airport (DE

amtramcl

**1439 Griswold
St, Detroit**

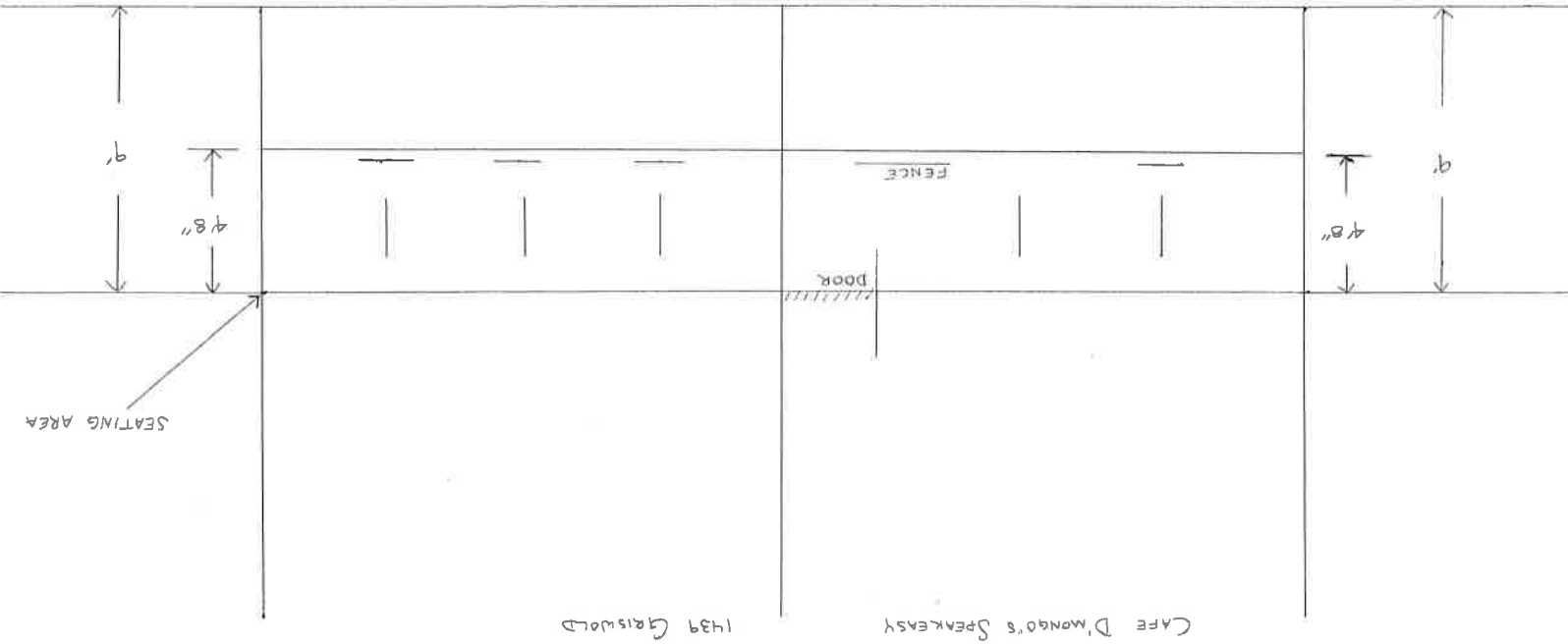
Melvindale

Lincoln Park

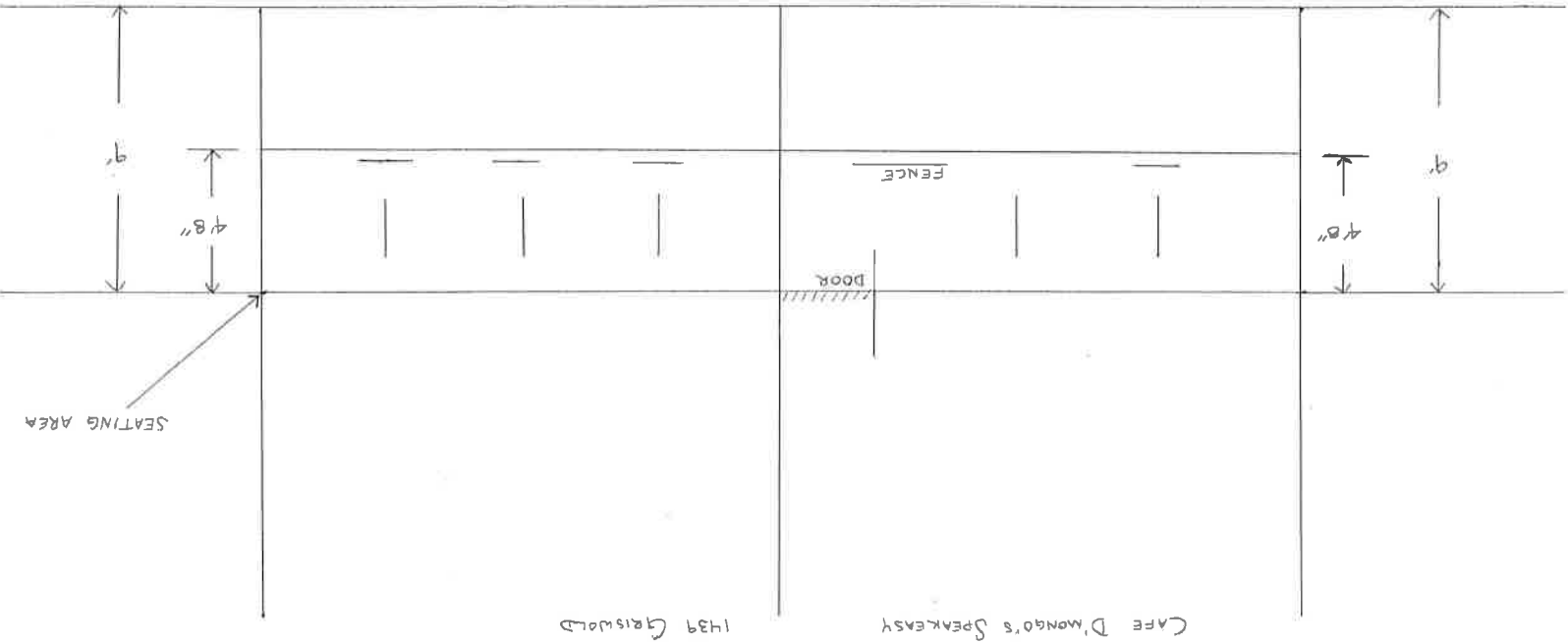
Southgate

1439 Griswold St

5 TABLES 2'x2'



5 TABLES 2'x2'



4/6

2018-04-17

295

295 *Petition of Café D'Mongo's
Speakeasy, request for a seasonal
outdoor café permit at 1439 Griswold
St.*

REFERRED TO THE FOLLOWING DEPARTMENT(S)

DPW - CITY ENGINEERING DIVISION PLANNING AND
DEVELOPMENT DEPARTMENT



CITY OF DETROIT
PLANNING AND DEVELOPMENT DEPARTMENT

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE SUITE 808
DETROIT, MICHIGAN 48226
(313) 224-1339 • TTY:711
(313) 224-1310
WWW.DETROITMI.GOV

47

July 11, 2018

Detroit City Council
1340 Coleman A. Young Municipal Center
Detroit, MI 48226

Honorable City Council:

Re: Correction: Real Property at 8327-8315 Livernois, Detroit, MI 48204

The City of Detroit Planning and Development Department (“**P&DD**”) has received an offer from 8305 Livernois, LLC (“**Offeror**”) requesting the conveyance by the City of Detroit (the “**City**”) of the real property, having a street address of 8327-8315 Livernois, Detroit, MI 48204 (the “**Property**”).

- ✗ The P&DD entered into a Purchase Agreement dated June 22, 2018 with the Offeror. Under the terms of a proposed Purchase Agreement, the Property would be conveyed to the Offeror by Quit Claim Deed (the “**Deed**”) for Eleven Thousand Three Hundred and 00/100 Dollars (**\$11,300.00**) (the “**Purchase Price**”).
- ✗ Offeror intends to use the vacant land to construct a warehouse for his amazon business. The proposed use is a by-right use within the designated M-2/ Restricted Residential zoning district as per the City of Detroit Zoning Ordinance, Section 61-10-37 (28).

We request that your Honorable Body adopt the attached resolution to authorize the Director of P&DD to execute a deed and such other documents as may be necessary or convenient to effect the transfer of the Property by the City to the Offeror.

Respectfully submitted,

Maurice D. Cox
Director

cc: S. Washington, Mayor’s Office

CITY CLERK 2018 JUL 20 PM12:40



By COUNCIL MEMBER _____

WHEREAS, the City of Detroit Planning and Development Department (“**P&DD**”) has received an offer from **8305 Livernois, LLC** (“**Offeror**”) requesting the conveyance by the City of Detroit (the “**City**”) of the real property, having a street address of 8327-8315 Livernois, Detroit, MI 48204, (the “**Property**”) described in Exhibit A; and

WHEREAS, P&DD entered into a Purchase Agreement dated June 22, 2018, with **Offeror**; and

WHEREAS, in furtherance of the redevelopment of the City it is deemed in the best interests of the City that the Property be sold without public advertisement or the taking of bids; and

WHEREAS, Offeror intends to use the vacant land to construct a warehouse for his amazon business. **The proposed use is a by-right use within the designated M-2/ Restricted Residential zoning district as per the City of Detroit Zoning Ordinance, Section 61-10-37 (28).**

NOW, THEREFORE, BE IT RESOLVED, that the sale of Property to **Offeror**, more particularly described in the attached Exhibit A, in furtherance of the redevelopment of the City without public advertisement or the taking of bids is hereby approved; and be it further

RESOLVED, that Property may be transferred and conveyed to **Offeror**, in consideration for its payment of **Eleven Thousand Three Hundred and 00/100 Dollars (\$11,300.00)**; and be it further

RESOLVED, that the Director of the Planning and Development Department, or his or her designee, is authorized to execute deeds and other documents necessary or convenient for the consummation of the transaction pursuant to and in accordance with the Purchase Agreement; and be it further

RESOLVED, that customary closing costs up to **One Hundred and Ten Dollars (\$110.00)**, and broker commissions of **Five Hundred Sixty Five and 00/100 Dollars (\$565.00)** be paid from the sale proceeds under the City’s contract with the Detroit Building Authority; and be it further

RESOLVED, that a transaction fee of **Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00)** be paid to the Detroit Building Authority from the sale proceeds pursuant to its contract with the City; and be it further

RESOLVED, that the Director of the Planning and Development Department, or his or her designee is authorized to execute any required instruments to make and incorporate technical amendments or changes to the Quit Claim Deed (including but not limited to corrections to or confirmations of legal descriptions, or timing of tender of possession of particular parcels) in the event that changes are required to correct minor inaccuracies or are required due to unforeseen circumstances or technical matters that may arise prior to the conveyance of the Property, provided that the changes do not materially alter the substance or terms of the transfer and sale; and be it finally

RESOLVED, that the Quit Claim Deed will be considered confirmed when executed by the Director of the Planning and Development Department, or his or her designee and approved by the Corporation Counsel as to form.

EXHIBIT A

LEGAL DESCRIPTION

Land in the City of Detroit, County of Wayne and State of Michigan being WEST LIVERNOIS
LOT 37 EXC LIVERNOIS AVE AS WD HARRAHS LIVERNOIS AVE SUB L36 P90
PLATS, W C R 16/227 22 X 73.01

A/K/A 8327 Livernois
Ward 16 Item Nos. 018275

Land in the City of Detroit, County of Wayne and State of Michigan being WEST LIVERNOIS
LOT 36 EXC LIVERNOIS AVE AS WD HARRAHS LIVERNOIS AVE SUB L36 P90
PLATS, W C R 16/227 22 X 73.01A

A/K/A 8323 Livernois
Ward 16 Item Nos. 018276

Land in the City of Detroit, County of Wayne and State of Michigan being WEST LIVERNOIS
LOT 35 EXC LIVERNOIS AVE AS WD HARRAHS LIVERNOIS AVE SUB L36 P90
PLATS, W C R 16/227 22 X 73.01

A/K/A 8319 Livernois
Ward 16 Item Nos. 018277

Land in the City of Detroit, County of Wayne and State of Michigan being WEST LIVERNOIS
LOT 34 EXC LIVERNOIS AVE AS WD HARRAHS LIVERNOIS AVE SUB L36 P90
PLATS, W C R 16/227 22 X 73.01

A/K/A 8315 Livernois
Ward 16 Item Nos. 018278

Description Correct
Engineer of Surveys

By: _____
Basil Sarim, P.S.
Professional Surveyor
City of Detroit/DPW, CE



CITY OF DETROIT
PLANNING AND DEVELOPMENT DEPARTMENT

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE SUITE 808
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48

July 11, 2018

Detroit City Council
1340 Coleman A. Young Municipal Center
Detroit, MI 48226

Honorable City Council:


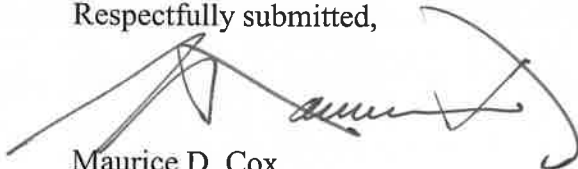
Re: Real Property at 20740 Fenkell, Detroit, MI 48223

The City of Detroit Planning and Development Department (“**P&DD**”) has received an offer from Tansil Products, LLC, A Michigan Limited Liability Company (“**Offeror**”) requesting the conveyance by the City of Detroit (the “**City**”) of the real property, having a street address of 20740 Fenkell, Detroit, MI 48223 (the “**Property**”).

- * The P&DD entered into a Purchase Agreement dated May 9, 2018 with the Offeror. Under the terms of a proposed Purchase Agreement, the Property would be conveyed to the Offeror by Quit Claim Deed (the “**Deed**”) for Eighteen Thousand and 00/100 Dollars (**\$18,000.00**) (the “**Purchase Price**”).
- * Offeror intends to rehab the building into a commercial kitchen space for manufacturing natural health products. The proposed use is a by-right use within the designated B4 / General Business zoning district as per the City of Detroit Zoning Ordinance, Section 61-9-77 (2).

We request that your Honorable Body adopt the attached resolution to authorize the Director of P&DD to execute a deed and such other documents as may be necessary or convenient to effect the transfer of the Property by the City to the Offeror.

Respectfully submitted,



Maurice D. Cox
Director

cc: S. Washington, Mayor's Office

CITY CLERK 2018 JUL 20 PM12:40



By COUNCIL MEMBER _____

WHEREAS, the City of Detroit Planning and Development Department (“**P&DD**”) has received an offer from **Tansil Products, LLC, A Michigan Limited Liability Company (“Offeror”)** requesting the conveyance by the City of Detroit (the “**City**”) of the real property, having a street address of 20740 Fenkell, Detroit, MI 48223, (the “**Property**”) described in Exhibit A; and

WHEREAS, P&DD entered into a Purchase Agreement dated May 9, 2018, with **Offeror**; and

WHEREAS, in furtherance of the redevelopment of the City it is deemed in the best interests of the City that the Property be sold without public advertisement or the taking of bids; and

WHEREAS, Offeror intends to rehab the building into a commercial kitchen space for manufacturing natural health products. **The proposed use is a by-right use within the designated B4 / General Business zoning district as per the City of Detroit Zoning Ordinance, Section 61-9-77 (2).**

NOW, THEREFORE, BE IT RESOLVED, that the sale of Property to **Offeror**, more particularly described in the attached Exhibit A, in furtherance of the redevelopment of the City without public advertisement or the taking of bids is hereby approved; and be it further

RESOLVED, that Property may be transferred and conveyed to **Offeror**, in consideration for its payment of **Eighteen Thousand and 00/100 Dollars (\$18,000.00)**; and be it further

RESOLVED, that the Director of the Planning and Development Department, or his or her designee, is authorized to execute deeds and other documents necessary or convenient for the consummation of the transaction pursuant to and in accordance with the Purchase Agreement; and be it further

RESOLVED, that customary closing costs up to **One Hundred and Ten Dollars (\$110.00)**, and broker commissions of **Nine Hundred and 00/100 Dollars (\$900.00)** be paid from the sale proceeds under the City’s contract with the Detroit Building Authority; and be it further

RESOLVED, that a transaction fee of **Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00)** be paid to the Detroit Building Authority from the sale proceeds pursuant to its contract with the City; and be it further

RESOLVED, that the Director of the Planning and Development Department, or his or her designee is authorized to execute any required instruments to make and incorporate technical amendments or changes to the Quit Claim Deed (including but not limited to corrections to or confirmations of legal descriptions, or timing of tender of possession of particular parcels) in the event that changes are required to correct minor inaccuracies or are required due to unforeseen circumstances or technical matters that may arise prior to the conveyance of the Property, provided that the changes do not materially alter the substance or terms of the transfer and sale; and be it finally

RESOLVED, that the Quit Claim Deed will be considered confirmed when executed by the Director of the Planning and Development Department, or his or her designee and approved by the Corporation Counsel as to form.

EXHIBIT A

LEGAL DESCRIPTION

Land in the City of Detroit, County of Wayne and State of Michigan being EAST PIERSON
LOT 326 THRU 330 REDFORD MANOR SUB NO 1 L38 P13 PLATS, W C R 22/469 200 X
117.59

A/K/A 20740 Fenkell
Ward 22 Item Nos. 106495

Description Correct
Engineer of Surveys

By: _____
Basil Sarim, P.S.
Professional Surveyor
City of Detroit/DPW, CED



CITY OF DETROIT
PLANNING AND DEVELOPMENT DEPARTMENT

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE SUITE 808
DETROIT, MICHIGAN 48226
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(313) 224-1310
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July 12, 2018

Detroit City Council
1340 Coleman A. Young Municipal Center
Detroit, MI 48226

Honorable City Council:

Re: Real Property at 6337/6347/6335 Holborn, Detroit, MI 48214

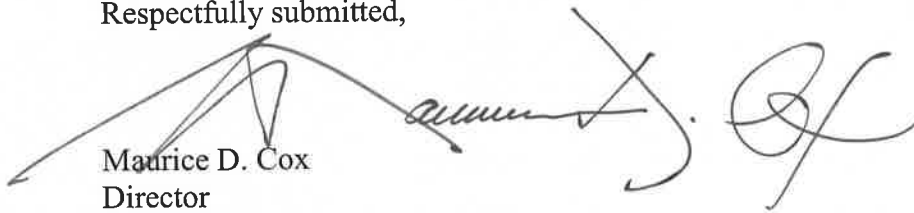
The City of Detroit Planning and Development Department (“**P&DD**”) has received an offer from Yasso Properties, Inc. (“**Offeror**”) requesting the conveyance by the City of Detroit (the “**City**”) of the real property, having a street address of 6337/6347/6335 Holborn, Detroit, MI 48214 (the “**Property**”).

✓ The P&DD entered into a Purchase Agreement dated June 20, 2018 with the Offeror. Under the terms of a proposed Purchase Agreement, the Property would be conveyed to the Offeror by Quit Claim Deed (the “**Deed**”) for Fourteen Thousand and 00/100 Dollars (**\$14,000.00**) (the “**Purchase Price**”).

✓ Offeror intends to use the vacant land as parking for his adjacent building at 6338 Lambert, which is permitted in an M-4 zone, section 61-10-76(29).

We request that your Honorable Body adopt the attached resolution to authorize the Director of P&DD to execute a deed and such other documents as may be necessary or convenient to effect the transfer of the Property by the City to the Offeror.

Respectfully submitted,



Maurice D. Cox
Director

cc: S. Washington, Mayor's Office

CITY CLERK 2018 JUL 20 PM12:40



BY COUNCIL MEMBER

WHEREAS, the City of Detroit Planning and Development Department (“**P&DD**”) has received an offer from **Yasso Properties, Inc. (Offeror)** requesting the conveyance by the City of Detroit (the “**City**”) of the real property, having a street address of 6337/6347/6335 Holborn, Detroit, MI 48214 (the “**Property**”) described in Exhibit A; and

WHEREAS, P&DD entered into a Purchase Agreement dated June 20, 2018, with **Offeror**; and

WHEREAS, in furtherance of the redevelopment of the City it is deemed in the best interests of the City that the Property be sold without public advertisement or the taking of bids; and

WHEREAS, Offeror intends to use the vacant land as parking for his adjacent building at 6338 Lambert, which is permitted in an M-4 zone, section 61-10-76(29).

NOW, THEREFORE, BE IT RESOLVED, that the sale of Property to **Offeror**, more particularly described in the attached Exhibit A, in furtherance of the redevelopment of the City without public advertisement or the taking of bids is hereby approved; and be it further

RESOLVED, that Property may be transferred and conveyed to **Offeror**, in consideration for its payment of **Fourteen Thousand and 00/100 Dollars (\$14,000.00)**; and be it further

RESOLVED, that the Director of the Planning and Development Department, or his or her designee, is authorized to execute deeds and other documents necessary or convenient for the consummation of the transaction pursuant to and in accordance with the Purchase Agreement; and be it further

RESOLVED, that customary closing costs up to **One Hundred and Ten Dollars (\$110.00)**, and broker commissions of **Seven Hundred and 00/100 Dollars (\$700.00)** be paid from the sale proceeds under the City’s contract with the Detroit Building Authority; and be it further

RESOLVED, that a transaction fee of **Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00)** be paid to the Detroit Building Authority from the sale proceeds pursuant to its contract with the City; and be it further

RESOLVED, that the Director of the Planning and Development Department, or his or her designee is authorized to execute any required instruments to make and incorporate technical amendments or changes to the Quit Claim Deed (including but not limited to corrections to or confirmations of legal descriptions, or timing of tender of possession of particular parcels) in the event that changes are required to correct minor inaccuracies or are required due to unforeseen circumstances or technical matters that may arise prior to the conveyance of the Property, provided that the changes do not materially alter the substance or terms of the transfer and sale; and be it finally

RESOLVED, that the Quit Claim Deed will be considered confirmed when executed by the Director of the Planning and Development Department, or his or her designee and approved by the Corporation Counsel as to form.

EXHIBIT A

LEGAL DESCRIPTION

Land in the City of Detroit, County of Wayne and State of Michigan being NORTH HOLBORN LOT 44 OF F A SCHULTES SUB AS RECORDED IN LIBER 14, PAGE 46 OF PLATS, WAYNE COUNTY RECORDS 15/85 30 X 100

A/K/A 6337 Holborn
Ward 15 Item Nos. 000645

Land in the City of Detroit, County of Wayne and State of Michigan being NORTH HOLBORN LOT 46 OF F A SCHULTES SUB AS RECORDED IN LIBER 14, PAGE 46 OF PLATS, WAYNE COUNTY RECORDS 15/85 30 X 100

A/K/A 6347 Holborn
Ward 15 Item Nos. 000647

Land in the City of Detroit, County of Wayne and State of Michigan being NORTH HOLBORN LOT 47 OF F A SCHULTES SUB AS RECORDED IN LIBER 14, PAGE 46 OF PLATS, WAYNE COUNTY RECORDS 15/85 30 X 100

A/K/A 6355 Holborn
Ward 15 Item Nos. 000648

Description Correct
Engineer of Surveys

By: _____
Basil Sarim, P.S.
Professional Surveyor
City of Detroit/DPW, CED



50

July 11, 2018

Detroit City Council
1340 Coleman A. Young Municipal Center
Detroit, MI 48226

Honorable City Council:

Re: Real Property at 9941 Hayes Detroit, MI 48213

The City of Detroit Planning and Development Department (“**P&DD**”) has received an offer from House of Prayer Community Development Corporation, a Michigan Non Profit Corporation (“**Offeror**”) requesting the conveyance by the City of Detroit (the “**City**”) of the real property, having a street address of 9941 Hayes, Detroit, MI 48213 (the “**Property**”).

- ✓ The P&DD entered into a Purchase Agreement dated June 25, 2018 with the Offeror. Under the terms of a proposed Purchase Agreement, the Property would be conveyed to the Offeror by Quit Claim Deed (the “**Deed**”) for Twenty Thousand and 00/100 Dollars (**\$20,000.00**) (the “**Purchase Price**”).
- ✓ Offeror intends to use vacant parcel to construct mixed use development, which is permitted as a conditional use in a B-4 zone, section 61-9-80 (7). As the Offeror’s intended use of the Property is not permitted use under the zoning ordinance without the necessity of a rezoning, special exception, use permit, variance, or other approval. The Offeror shall apply for and obtain rezoning of the property or a special or conditional use permit or variance regarding the Property prior to closing and the consummation of the sale.

We request that your Honorable Body adopt the attached resolution to authorize the Director of P&DD to execute a deed and such other documents as may be necessary or convenient to effect the transfer of the Property by the City to the Offeror.

Respectfully submitted,

Maurice D. Cox
Director

cc: S. Washington, Mayor’s Office

CITY CLERK 2018 JUL 20 PM 12:40



By COUNCIL MEMBER _____

WHEREAS, the City of Detroit Planning and Development Department (“**P&DD**”) has received an offer from **House of Prayer Community Development Corporation, A Michigan Non Profit Corporation** (“**Offeror**”) requesting the conveyance by the City of Detroit (the “**City**”) of the real property, having a street address of 9941 Hayes, Detroit, MI 48213, (the “**Property**”) described in Exhibit A; and

WHEREAS, P&DD entered into a Purchase Agreement dated June 25, 2018, with **Offeror**; and

WHEREAS, in furtherance of the redevelopment of the City it is deemed in the best interests of the City that the Property be sold without public advertisement or the taking of bids; and

WHEREAS, Offeror intends to use vacant parcel to construct mixed use development, which is permitted as a conditional use in a B-4 zone, section 61-9-80 (7). **As the Offeror’s intended use of the Property is not permitted use under the zoning ordinance without the necessity of a rezoning, special exception, use permit, variance, or other approval. The Offeror shall apply for and obtain rezoning of the property or a special or conditional use permit or variance regarding the Property prior to closing and the consummation of the sale.**

NOW, THEREFORE, BE IT RESOLVED, that the sale of Property to **Offeror**, more particularly described in the attached Exhibit A, in furtherance of the redevelopment of the City without public advertisement or the taking of bids is hereby approved; and be it further

RESOLVED, that Property may be transferred and conveyed to **Offeror**, in consideration for its payment of **Twenty Thousand and 00/100 Dollars (\$20,000.00)**; and be it further

RESOLVED, that the Director of the Planning and Development Department, or his or her designee, is authorized to execute deeds and other documents necessary or convenient for the consummation of the transaction pursuant to and in accordance with the Purchase Agreement; and be it further

RESOLVED, that customary closing costs up to **One Hundred and Ten Dollars (\$110.00)**, and broker commissions of **One Thousand and 00/100 Dollars (\$1000.00)** be paid from the sale proceeds under the City’s contract with the Detroit Building Authority; and be it further

RESOLVED, that a transaction fee of **Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00)** be paid to the Detroit Building Authority from the sale proceeds pursuant to its contract with the City; and be it further

RESOLVED, that the Director of the Planning and Development Department, or his or her designee is authorized to execute any required instruments to make and incorporate technical amendments or changes to the Quit Claim Deed (including but not limited to corrections to or confirmations of legal descriptions, or timing of tender of possession of particular parcels) in the event that changes are required to correct minor inaccuracies or are required due to unforeseen circumstances or technical matters that may arise prior to the conveyance of the Property, provided that the changes do not materially alter the substance or terms of the transfer and sale; and be it finally

RESOLVED, that the Quit Claim Deed will be considered confirmed when executed by the Director of the Planning and Development Department, or his or her designee and approved by the Corporation Counsel as to form.

EXHIBIT A

LEGAL DESCRIPTION

Land in the City of Detroit, County of Wayne and State of Michigan being WEST HAYES
LOTS 534 THRU 544 PARK DRIVE SUB NO 1 L51 P47 PLATS, W C R 21/761 233.67
IRREG

A/K/A 9941 Hayes
Ward 21 Item Nos. 056701-10

Description Correct
Engineer of Surveys

By: _____
Basil Sarim, P.S.
Professional Surveyor
City of Detroit/DPW, CED



CITY OF DETROIT
PLANNING AND DEVELOPMENT DEPARTMENT

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE SUITE 808
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(313) 224-1310
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July 11, 2017

Detroit City Council
1340 Coleman A. Young Municipal Center
Detroit, MI 48226

Honorable City Council:

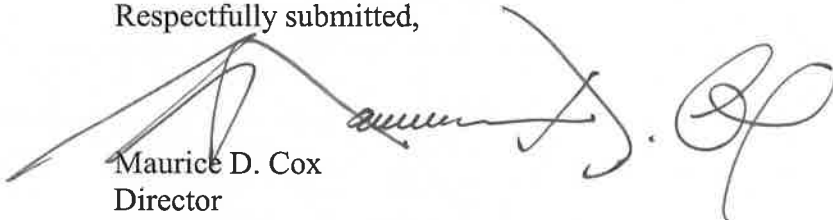
Re: Real Property at 8612 Oakland, Detroit, MI 48211

The City of Detroit Planning and Development Department (“**P&DD**”) has received an offer from Rasaan Gbadamosi, a single man (“**Offeror**”) requesting the conveyance by the City of Detroit (the “**City**”) of the real property, having a street address of 8612 Oakland, Detroit, MI 48211 (the “**Property**”).

- ✓ The P&DD entered into a Purchase Agreement dated January 14, 2018 with the Offeror. Under the terms of a proposed Purchase Agreement, the Property would be conveyed to the Offeror by Quit Claim Deed (the “**Deed**”) for Three Thousand Two Hundred Fifty and 00/100 Dollars (**\$3,250.00**) (the “**Purchase Price**”).
- ✓ Offeror intends to develop an office space for his property investment and management business. The proposed use is a by-right use within the designated B4 / General Business zoning district as per the City of Detroit Zoning Ordinance, Section 61-9-76 (21).

We request that your Honorable Body adopt the attached resolution to authorize the Director of P&DD to execute a deed and such other documents as may be necessary or convenient to effect the transfer of the Property by the City to the Offeror.

Respectfully submitted,


Maurice D. Cox
Director

cc: S. Washington, Mayor’s Office

CITY CLERK 2018 JUL 20 PM 12:40



By **COUNCIL MEMBER** _____

WHEREAS, the City of Detroit Planning and Development Department (“**P&DD**”) has received an offer from **Rasaq Gbadamosi, a single man** (“**Offeror**”) requesting the conveyance by the City of Detroit (the “**City**”) of the real property, having a street address of 8612 Oakland, Detroit, MI 48211, (the “**Property**”) described in Exhibit A; and

WHEREAS, P&DD entered into a Purchase Agreement dated January 14, 2018, with **Offeror**; and

WHEREAS, in furtherance of the redevelopment of the City it is deemed in the best interests of the City that the Property be sold without public advertisement or the taking of bids; and

WHEREAS, Offeror intends to develop an office space for his property investment and management business. **The proposed use is a by-right use within the designated B4 / General Business zoning district as per the City of Detroit Zoning Ordinance, Section 61-9-76 (21).**

NOW, THEREFORE, BE IT RESOLVED, that the sale of Property to **Offeror**, more particularly described in the attached Exhibit A, in furtherance of the redevelopment of the City without public advertisement or the taking of bids is hereby approved; and be it further

RESOLVED, that Property may be transferred and conveyed to **Offeror**, in consideration for its payment of **Three Thousand Two- Hundred Fifty and 00/100 Dollars (\$3,250.00)**; and be it further

RESOLVED, that the Director of the Planning and Development Department, or his or her designee, is authorized to execute deeds and other documents necessary or convenient for the consummation of the transaction pursuant to and in accordance with the Purchase Agreement; and be it further

RESOLVED, that customary closing costs up to **One Hundred and Ten Dollars (\$110.00)**, and broker commissions of **One Hundred Sixty Two and 50/100 Dollars (\$162.50)** be paid from the sale proceeds under the City’s contract with the Detroit Building Authority; and be it further

RESOLVED, that a transaction fee of **One Hundred Ninety Five and 00/100 Dollars (\$195.00)** be paid to the Detroit Building Authority from the sale proceeds pursuant to its contract with the City; and be it further

RESOLVED, that the Director of the Planning and Development Department, or his or her designee is authorized to execute any required instruments to make and incorporate technical amendments or changes to the Quit Claim Deed (including but not limited to corrections to or confirmations of legal descriptions, or timing of tender of possession of particular parcels) in the event that changes are required to correct minor inaccuracies or are required due to unforeseen circumstances or technical matters that may arise prior to the conveyance of the Property, provided that the changes do not materially alter the substance or terms of the transfer and sale; and be it finally

RESOLVED, that the Quit Claim Deed will be considered confirmed when executed by the Director of the Planning and Development Department, or his or her designee and approved by the Corporation Counsel as to form.

EXHIBIT A

LEGAL DESCRIPTION

Land in the City of Detroit, County of Wayne and State of Michigan being EAST OAKLAND
LOTS 10 THRU 12 DARMSTAETERS SUB L26 P51 PLATS, W C R 5/109 67.50 X 100.70

A/K/A 8612 Oakland
Ward 05 Item Nos. 004708-9

Description Correct
Engineer of Surveys

By: _____
Basil Sarim, P.S.
Professional Surveyor
City of Detroit/DPW, CED



CITY OF DETROIT
PLANNING AND DEVELOPMENT DEPARTMENT

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE SUITE 808
DETROIT, MICHIGAN 48226
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(313) 224-1310
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July 18, 2018

Detroit City Council
1340 Coleman A. Young Municipal Center
Detroit, MI 48226

Honorable City Council:

Re: Land Sale of 10211 & 10231 Chalmers, Detroit, MI 48213

The City of Detroit Planning and Development Department (“**P&DD**”) has received an offer from Merline Grant and Jennifer Grant (Collectively “**Offeror**”) requesting the conveyance by the City of Detroit (the “**City**”) of the real property, having a street address of 10211 & 10311 Chalmers, Detroit, MI 48213 (the “**Property**”).

- ✓ The P&DD entered into a Purchase Agreement dated June 22, 2018 with the Offeror. Under the terms of a proposed Purchase Agreement, the Property would be conveyed to the Offeror by Quit Claim Deed (the “**Deed**”) for Three Thousand and 00/100 Dollars (**\$3,000.00**) (the “**Purchase Price**”).
- ✓ Offeror intends to use this vacant lot for parking to support their adjacent building which is being rehabbed into a restaurant. The proposed use by-right within the designated B4 zoning district as per the City of Detroit Zoning Ordinance.

We request that your Honorable Body adopt the attached resolution to authorize the Director of P&DD to execute a deed and such other documents as may be necessary or convenient to effect the transfer of the Property by the City to the Offeror.

Respectfully submitted,

Maurice D. Cox
Director

cc: Stephanie Washington, Mayor's Office

CITY CLERK 2018 JUL 20 PM 2:40



BY COUNCIL MEMBER _____

WHEREAS, the City of Detroit Planning and Development Department (“**P&DD**”) has received an offer from **Merline Grant and Jennifer Grant** (Collectively “**Offeror**”) requesting the conveyance by the City of Detroit (the “**City**”) of the real property, having a street address of , Detroit, MI 48213, (the “**Property**”) described in Exhibit A; and

WHEREAS, P&DD entered into a Purchase Agreement dated June 22, 2018, with **Offeror**; and

WHEREAS, in furtherance of the redevelopment of the City it is deemed in the best interests of the City that the Property be sold without public advertisement or the taking of bids; and

WHEREAS Offeror intends to use this vacant lot for parking to support their adjacent building which is being rehabbed into a restaurant. **The proposed use by-right within the designated B4 zoning district as per the City of Detroit Zoning Ordinance.**

NOW, THEREFORE, BE IT RESOLVED, that the sale of Property to **Offeror**, more particularly described in the attached Exhibit A, in furtherance of the redevelopment of the City without public advertisement or the taking of bids is hereby approved; and be it further

RESOLVED, that Property may be transferred and conveyed to **Offeror**, in consideration for its payment of **Three Thousand and 00/100 Dollars (\$3,000.00)**; and be it further

RESOLVED, that the Director of the Planning and Development Department, or his or her designee, is authorized to execute deeds and other documents necessary or convenient for the consummation of the transaction pursuant to and in accordance with the Purchase Agreement; and be it further

RESOLVED, that customary closing costs, and broker commissions of **One Hundred Fifty and no/100ths Dollars (\$150.00)** be paid from the sale proceeds under the City’s contract with the Detroit Building Authority; and be it further

RESOLVED, that a transaction fee of **One Hundred Eighty and no/100ths Dollars (\$180.00)** be paid to the Detroit Building Authority from the sale proceeds pursuant to its contract with the City; and be it further

RESOLVED, that the Director of the Planning and Development Department, or his or her designee is authorized to execute any required instruments to make and incorporate technical amendments or changes to the Quit Claim Deed (including but not limited to corrections to or confirmations of legal descriptions, or timing of tender of possession of particular parcels) in the event that changes are required to correct minor inaccuracies or are required due to unforeseen circumstances or technical matters that may arise prior to the conveyance of the Property, provided that the changes do not materially alter the substance or terms of the transfer and sale; and be it finally

RESOLVED, that the Quit Claim Deed will be considered confirmed when executed by the Director of the Planning and Development Department, or his or her designee and approved by the Corporation Counsel as to form.

Exhibit A
Legal Description

WEST CHALMERS LOT 840 DAVID TROMBLY EST SUB NO 4 L48 P44 PLATS, W C R 21/718 20
X 100

Commonly known as 10211 Chalmers

Parcel number 21055836.

And

WEST CHALMERS LOTS 842 & 841 DAVID TROMBLY EST SUB NO 4 L48 P44 PLATS, W C R
21/718 40 X 100

Commonly known as 10231 Chalmers

Parcel number 21055834-5

Description Correct
Engineer of Surveys

By: _____
Basil Sarim, P.S.
Professional Surveyor
City of Detroit/DPW, CED



CITY OF DETROIT
PLANNING AND DEVELOPMENT DEPARTMENT

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE SUITE 808
DETROIT, MICHIGAN 48226
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(313) 224-1310
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July 20, 2018

Detroit City Council
1340 Coleman A. Young Municipal Center
Detroit, MI 48226

**RE: Property Sale by Development Agreement
4010, 4018, 4022, 4034, 4042 and 4052 W. Vernor, Detroit, MI 48209**

Honorable City Council:

The City of Detroit, Planning and Development Department has received an offer from IDRE2 LLC, a Michigan limited liability company, to purchase certain City-owned real property at 4010, 4018, 4022, 4034, 4042 and 4052 W. Vernor, Detroit, MI 48209 (the "Properties") for the purchase price of Fifty Thousand and 00/100 Dollars (\$50,000.00).

IDRE2 LLC proposes to construct a mixed-use development on the Properties that will include approximately 52 residential rental units and 9,000 sq. ft. of retail/commercial space. Currently, the Properties are within a B4 zoning district (General Business District) along the Traditional Main Street Overlay. IDRE2 LLC's proposed use of the Properties is consistent with the allowable uses for which the Properties are zoned.

We request that your Honorable Body adopt the attached resolution to authorize the Director of P&DD to execute a development agreement, deed and such other documents as may be necessary or convenient to effect a transfer of the Properties by the City to IDRE2 LLC.

Respectfully submitted,

Maurice D. Cox
Director

cc: Stephanie Washington, Mayor's Office

CITY CLERK 2018 JUL 20 PM 4:07

RESOLUTION

BY COUNCIL MEMBER: _____

NOW, THEREFORE, BE IT RESOLVED, that Detroit City Council hereby approves of the sale by development agreement of certain real property at 4010, 4018, 4022, 4034, 4042 and 4052 W. Vernor, Detroit, MI (the "Properties"), as more particularly described in the attached Exhibit A incorporated herein, to IDRE2 LLC, a Michigan limited liability company, for the purchase price of Fifty Thousand and 00/100 Dollars (\$50,000.00); and be it further

RESOLVED, that the Director of the Planning and Development Department, or his authorized designee, is authorized to execute a development agreement and issue a quit claim deed for the sale of the Properties, as well as execute such other documents as may be necessary or convenient to effect the transfer of the Properties to IDRE2 LLC consistent with this resolution; and be it further

RESOLVED, that the development agreement shall obligate IDRE2 LLC to cause a mixed-use development to be constructed on the Properties; and be it further

RESOLVED, that the following Property Sales Services Fees be paid from the sale proceeds pursuant to the City's Property Management Agreement with the Detroit Building Authority ("DBA"): 1) Three Thousand and 00/100 Dollars (\$3,000.00) shall be paid to the DBA from the sale proceeds, 2) Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) shall be paid to the DBA's real estate brokerage firm from the sale proceeds and 3) customary closing costs up to Two Hundred and 00/100 Dollars (\$200.00) shall be paid from the sale proceeds; and be it further

RESOLVED, that the Director of the Planning and Development Department, or his authorized designee is authorized to execute any required instruments to make and incorporate technical amendments or changes to the quit claim deed (including but not limited to corrections to or confirmations of legal descriptions, or timing of tender of possession of particular parcels) in the event that changes are required to correct minor inaccuracies or are required due to unforeseen circumstances or technical matters that may arise prior to the conveyance of the Properties, provided that the changes do not materially alter the substance or terms of the transfer and sale; and be it finally

RESOLVED, that the development agreement and quit claim deed will be considered confirmed when executed by the Director of the Planning and Development Department, or his authorized designee, and approved by the Corporation Counsel as to form.

(See Attached Exhibit A)

EXHIBIT A

LEGAL DESCRIPTIONS

Property situated in the City of Detroit, Wayne County, Michigan, described as follows:

Parcel 1

N VERNOR LOT 2 LOUIS SUB L93 P10&11 PLATS, W C R 14/219 27.90 X 87

a/k/a 4010 W. Vernor
Tax Parcel ID 14000381.001

Parcel 2

N VERNOR LOT 3 LOUIS SUB L93 P10&11 PLATS, W C R 14/219 40 X 141

a/k/a 4018 W. Vernor
Tax Parcel ID 14000380

Parcel 3

N VERNOR HWAY E 40 FT OF W 80 FT 41 E 40 FT OF W 80 FT OF S 41 FT 44 HUBBARDS
SUB L64 P1 DEEDS, W C R 14/14 40 X 141

a/k/a 4022 W. Vernor
Tax Parcel ID 14000379

Parcel 4

N VERNOR HWAY W 40 FT 41 E 33.50 FT OF W 40 FT OF S 41 FT 44 HUBBARDS SUB
L64 P1 DEEDS, W C R 14/14 40 IRREG

a/k/a 4034 W. Vernor
Tax Parcel ID 14000378

Parcel 5

N VERNOR HWAY LOT 1 DANIEL SCOTTENS SUB L9 P11 PLATS, W C R 14/37 25.5 X
100

a/k/a 4042 W. Vernor
Tax Parcel ID 14000377

Parcel 6

N VERNOR HWAY E 20 FT 4 W 4 FT 3 DANIEL SCOTTENS SUB L9 P11 PLATS, W C R
14/37 24 X 100

a/k/a 4052 W. Vernor
Tax Parcel ID 14000375



CITY OF DETROIT
PLANNING AND DEVELOPMENT DEPARTMENT

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE SUITE 808
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July 20, 2018

Detroit City Council
1340 Coleman A. Young Municipal Center
Detroit, MI 48226

**RE: Property Sale
7434 W. McNichols, Detroit, MI 48221**

Honorable City Council:

The City of Detroit, Planning and Development Department (“P&DD”) has received an offer from RE McNichols LLC, a Michigan limited liability company, to purchase certain City-owned real property at 7434 W. McNichols (the “Property”) for the purchase price of Ten Thousand and 00/100 Dollars (\$10,000.00).

RE McNichols LLC intends to rehab the blighted structure on the Property for commercial lease. Currently, the Property is within a B2 zoning district (Local Business and Residential District). RE McNichols LLC’s proposed use of the Property is consistent with the allowable uses for which the Property is zoned.

P&DD has entered into a Purchase Agreement with RE McNichols LLC, which requires that the Property be cleaned and secured within six (6) months of closing and that a certificate of occupancy for the Property be obtained within thirty (30) months of closing. The City will retain a reverter interest in the Property to protect against a default of the aforementioned requirements.

We request that your Honorable Body adopt the attached resolution to authorize the Director of P&DD to execute a deed and such other documents as may be necessary or convenient to effect a transfer of the Property by the City to RE McNichols LLC.

Respectfully submitted,

Maurice D. Cox
Director

cc: Stephanie Washington, Mayor’s Office

CITY CLERK 2018 JUL 20 PM 4:07

RESOLUTION

BY COUNCIL MEMBER _____

WHEREAS, the City of Detroit, Planning and Development Department (“P&DD”) has received an offer from RE McNichols LLC (“Offeror”), a Michigan limited liability company, requesting the conveyance by the City of Detroit (the “City”) of certain real property at 7434 W. McNichols, Detroit, MI (the “Property”) as more particularly described in the attached Exhibit A incorporated herein; and

WHEREAS, P&DD has entered into a Purchase Agreement for sale of the Property to Offeror for Ten Thousand and 00/100 Dollars (\$10,000.00) (the “Purchase Agreement”) subject to a reverter interest such that the City may reclaim title to the Property in the event the following requirements are not met: 1) the Property shall be cleaned and secured within six (6) months of closing and 2) that a certificate of occupancy for the Property be obtained within thirty (30) months of closing; and

WHEREAS, in furtherance of the redevelopment of the City, it is deemed in the best interests of the City that the Property be sold without public advertisement or the taking of bids; now, therefore, be it

RESOLVED, that Detroit City Council hereby approves of the sale of the Property to Offeror for the purchase price of Ten Thousand and 00/100 Dollars (\$10,000.00); and be it further

RESOLVED, that such sale, in furtherance of the redevelopment of the City, is approved without public advertisement or the taking of bids; and be it further

RESOLVED, that the Director of the Planning and Development Department, or his or her designee, is authorized to execute a quit claim deed and other documents necessary or convenient for the consummation of the transaction pursuant to and in accordance with the Purchase Agreement; and be it further

RESOLVED, that the following Property Sales Services Fees be paid from the sale proceeds pursuant to the City’s Property Management Agreement with the Detroit Building Authority (“DBA”): 1) Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) shall be paid to the DBA from the sale proceeds, 2) Five Hundred and 00/100 Dollars (\$500.00) shall be paid to the DBA’s real estate brokerage firm from the sale proceeds and 3) customary closing costs up to Two Hundred and 00/100 Dollars (\$200.00) shall be paid from the sale proceeds; and be it further

RESOLVED, that the P&DD Director, or his authorized designee, is authorized to execute any required instruments to make and incorporate technical amendments or changes to the quit claim deed (including but not limited to corrections to or confirmations of legal descriptions, or timing of tender of possession of particular parcels) in the event that changes are required to correct minor inaccuracies or are required due to unforeseen circumstances or technical matters that may arise prior to the conveyance of the Property, provided that the changes do not materially alter the substance or terms of the transfer and sale; and be it finally

RESOLVED, that the quit claim deed will be considered confirmed when executed by the P&DD Director, or his authorized designee, and approved by the Corporation Counsel as to form.

(See Attached Exhibit A)

EXHIBIT A

LEGAL DESCRIPTION

Property situated in the City of Detroit, Wayne County, Michigan, described as follows:

North West McNichols Road Lots 45 and 46 PALMER BOULEVARD ESTATES
SUBDIVISION as recorded in Liber 35, Page 42 of Plats, Wayne County Records 16/294 40 X
100

a/k/a 7434 W. McNichols
Tax Parcel ID 16008264.



CITY OF DETROIT
PLANNING AND DEVELOPMENT DEPARTMENT

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE SUITE 808
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July 20, 2018

Detroit City Council
1340 Coleman A. Young Municipal Center
Detroit, MI 48226

**RE: Acquisition of Wayne County Tax Foreclosed Properties
Right of Refusal 2018**

Honorable City Council:

Under the General Property Tax Act (1893 PA 206) (the “Act”), the City of Detroit (“City”) has an annual right of refusal to acquire tax foreclosed property from Wayne County (the “County”) upon payment of a minimum bid determined by the County pursuant to the Act (“Purchase Price”). Such right of refusal allows the City to acquire tax foreclosed properties prior to any sale by the County through auction.

Based on the City’s review of the properties available from the County, the City has identified certain properties that we wish to acquire (the “ROR Properties”) for the purposes of stabilizing communities and curtailing the potential for further blight in the City of Detroit. Provided with the attached resolution is a list of the ROR Properties that includes a total Purchase Price. Funding for this proposed acquisition was included in the Housing & Revitalization Department budget approved by your Honorable Body for this current 2018-19 Fiscal Year.

We hereby respectfully request that your Honorable Body adopt the attached resolution that authorizes the City to acquire the ROR Properties from the County for the Purchase Price.

Respectfully submitted,

Maurice Cox, Director
Planning & Development Dept.

Donald Rencher, Director
Housing & Revitalization Dept.

CITY CLERK 2018 JUL 23 09:01:50

S. Washington, Mayor’s Office

RESOLUTION

BY COUNCIL MEMBER: _____

WHEREAS, the General Property Tax Act (1893 PA 206) (the “Act”) allows the City of Detroit (“City”) an annual right of refusal to acquire tax foreclosed property from Wayne County (the “County”) upon the City’s payment of a minimum bid determined by the County pursuant to the Act; and

WHEREAS, the County has provided the City with a 2018 list of available properties that is updated by the County from time to time (the “2018 ROR List”); and

WHEREAS, the City has budgeted Six Hundred Eighty Seven Thousand Four Hundred Seventy Four and 00/100 Dollars (\$687,474.00) in funding in the Housing & Development Department’s Appropriation No. 00014 for use by the City in acquiring properties from the County under the aforementioned right of refusal (the “Acquisition Funds”); and

WHEREAS, attached hereto in Exhibit A is a list of the properties that the City wishes to acquire (the “2018 ROR Properties”) through its right of refusal for the minimum bid price stated for each respective property on the list (the “Purchase Price”); now therefore be it

RESOLVED, that Detroit City Council hereby approves acquisition of the 2018 ROR Properties from the County in exchange for the City’s payment of the Purchase Price; and be it further

RESOLVED, that the Purchase Price shall be paid by the City with funds from Appropriation No. 00014; and be it further

RESOLVED, that in the event the County modifies the 2018 ROR List prior to August 10, 2018 by either adding or removing properties from such list, then the P&DD Director may modify the final 2018 ROR Properties by either adding or removing properties at the P&DD Director’s sole discretion provided that the total Purchase Price does not exceed the Acquisition Funds amount; and be it further

RESOLVED, that in accordance with the foregoing, the P&DD Director, or his authorized designee, be and is hereby authorized to accept and record deeds to the City of Detroit for the 2018 ROR Properties, as well as execute any such other documents as may be necessary to effectuate transfer of the 2018 ROR Properties from the County to the City of Detroit for the Purchase Price; and

BE IT FINALLY RESOLVED, that the Finance Director is hereby authorized to increase the necessary accounts and honor expenditures and vouchers when presented in accordance with the foregoing communication and standard City procedures.

A WAIVER OF RECONSIDERATION IS REQUESTED

EXHIBIT A

LIST OF 2018 ROR PROPERTIES

County No.	PARCEL_ID	City Purchase Price	PROP_STREET_NBR	PROP_STREET_NM
	6286 10007966.	\$ 1,021.15	1749	18TH ST
	6287 10007967.	\$ 1,021.15	1743	18TH ST
	7459 17014309-14	\$ 1,731.77	19785	ALBION
	7551 18009567.	\$ 1,225.50	810	ANDERSON
	8460 21065477.	\$ 788.49	4877	BARHAM
	7478 17015409-11	\$ 1,210.61	19790	BELAND
	7491 18000168.	\$ 1,846.54	7901	BURDENO
	7042 16014421.	\$ 1,264.86	321	CAMPBELL
	8352 21055136.	\$ 2,372.12	486	CHALMERS
	7194 16029139-44	\$ 2,839.35	12021	CLOVERDALE
	6440 13005218.	\$ 2,184.35	6045	COMSTOCK
	6056 09008866.	\$ 952.38	12443	CONANT
	6057 09008867.	\$ 952.38	12437	CONANT
	7550 18009546.	\$ 717.41	403	CROSSLEY
	6401 12010516.	\$ 12,003.10	12066	DEXTER
	6400 12010507.	\$ 1,180.65	11810	DEXTER
	6741 14006184.	\$ 1,849.74	13113	DEXTER AVE
	7400 17003558.	1396.15	8247	DUBAY
	6010 09002254.	\$ 2,266.52	2255	E CANFIELD
	6022 09006380.	\$ 3,664.91	3226	E DAVISON
	6023 09006382.	\$ 4,232.07	3214	E DAVISON
	8057 21021134.	\$ 6,724.08	14401	E SEVEN MILE
	8058 21021163.	\$ 2,959.92	14801	E SEVEN MILE
	8059 21021164.	\$ 4,329.73	14809	E SEVEN MILE
	7835 21002908.	\$ 1,520.50	16711	E WARREN
	7836 21002909.	\$ 1,504.57	16715	E WARREN
	7837 21002910.	\$ 1,504.30	16719	E WARREN
	7838 21002966.	\$ 3,162.59	17319	E WARREN
	7831 21002786.001	\$ 3,251.60	15121	E WARREN
	7834 21002907.	\$ 9,147.62	16703	E WARREN
	7821 21002284.	\$ 12,204.17	16900	E WARREN
	7399 17003261.	1861.27	8035	ELGIN
	6418 12012246-50	\$ 3,611.45	14759	FAIRFIELD
	7401 17003741.	1606.69	8050	FORESTLAWN
	6891 15009836.	\$ 2,304.29	2105	HELEN
	8674 22002683-4	\$ 10,658.94	20434	JOY RD
	8367 21057216.	\$ 6,243.73	19151	KELLY RD
	8368 21057217-9	\$ 8,014.74	19143	KELLY RD
	8369 21057220-1	\$ 7,939.85	19133	KELLY RD
	8370 21057268-9	\$ 1,502.77	18641	KELLY RD
	8371 21057276.	\$ 2,037.05	18607	KELLY RD
	8372 21057398-9	\$ 2,476.72	12641	KELLY RD
	7808 21000652.	\$ 6,474.68	13116	KERCHEVAL
	7809 21000653.	\$ 899.47	13100	KERCHEVAL
	7630 19000238.	\$ 1,583.04	9106	KERCHEVAL
	6290 10008801.	\$ 11,800.71	13325	LA SALLE BLVD
	6372 12005220.	\$ 6,408.02	14445	LAWTON
	6406 12010935-6	\$ 17,901.20	14403	LINWOOD
	7066 16017654.	\$ 3,301.09	18291	LIVERNOS
	7067 16017678.	\$ 1,895.65	18129	LIVERNOS
	7068 16017859-63	\$ 7,411.33	15801	LIVERNOS
	7065 16017587.	\$ 2,358.55	18945	LIVERNOS
	6427 12013096-7	\$ 17,551.05	14584	LIVERNOS
	6428 12013098-102	\$ 1,846.40	14580	LIVERNOS

7812 21001026.	\$	1,277.10	14522 MACK
6083 09012855.	\$	2,615.02	12333 MAINE
8012 21017515.	\$	1,395.18	13714 MAPLERIDGE
6439 13005011-2	\$	1,609.94	5939 MARCUS
8410 21059078.	\$	1,609.80	244 MARLBOROUGH
8413 21059106.	\$	2,186.50	450 MARLBOROUGH
8414 21059492.	\$	2,252.08	5745 MARLBOROUGH
6015 09005357.	\$	3,925.07	2145 MCPHERSON
7398 17002380.	\$	1,624.14	8076 MOLENA
6909 15014230-1		1021.13	9140 MT ELLIOTT
7402 17003803.		4486.53	8140 MT OLIVET
6999 16007870.	\$	883.52	7118 PURITAN
6992 16007492.	\$	2,688.01	7529 PURITAN
7052 16015977-84	\$	10,832.22	6100 RANSPACH
7543 18008824.	\$	1,327.37	620 S HARRINGTON
7717 20005146.	\$	929.46	1548 SPRINGWELLS
6011 09002285-6	\$	919.83	1965 ST ALBERTUS PL
7081 16019019.	\$	4,986.89	16624 STOEPEL
7085 16019467.	\$	388.30	17137 STOEPEL
6809 15000851.	\$	2,667.36	6511 STRONG
7444 17011958.	\$	2,064.54	3498 TOWNSEND
6838 15005632.	\$	2,400.56	8537 VAN DYKE
6810 15001025.	\$	1,783.79	6467 VARNEY
6772 14008844.001	\$	4,555.60	3814 VINEWOOD
6767 14008118.	\$	2,900.84	1737 W GRAND BLVD
5939 08001695.	\$	9,732.40	2687 W GRAND BLVD
8710 22007873-4	\$	3,236.75	20950 W GRAND RIVER
8711 22007875-6	\$	2,941.00	20944 W GRAND RIVER
6969 16005123.	\$	20,140.20	10670 W GRAND RIVER
7000 16007946.	\$	837.78	7117 W MCNICHOLS
7002 16008275.	\$	6,341.99	7308 W MCNICHOLS
7001 16008193.	\$	5,848.52	8540 W MCNICHOLS
5885 02002446-8	\$	7,020.47	4110 W MCNICHOLS
5944 08002170.	\$	1,152.27	2072 W PHILADELPHIA
5945 08002171.	\$	1,165.55	2070 W PHILADELPHIA
7712 20004239.	\$	2,947.78	8621 W VERNOR
7495 18001413.	\$	13,519.74	7234 W VERNOR
7049 16015466.	\$	4,287.34	4647 WESSON
5814 01004374.	\$	2,845.01	11520 WOODWARD AVENUE
6916 16001965.	\$	2,653.95	5021 TIREMAN
6235 10002466-7	\$	1,120.25	2723 JOY RD
8771 22015703.	\$	647.79	22301 MARGARETA
8772 22015704.	\$	647.79	22305 MARGARETA
5803 01002385.	\$	701.86	55 MT VERNON
7643 19002594.001	\$	99,200.47	9501 CONNER
7735 20008310.	\$	12,995.84	1654 ELSMERE
7451 17013852.003	\$	20,760.98	19825 HOOVER
7547 18009210.	\$	1,133.76	556 COTTRELL
7816 21001275-6	\$	41,759.98	12165 MACK
8666 22000175.	\$	7,657.04	16619 W WARREN
9040 22038545.	\$	2,612.61	12201 STRATHMOOR
6351 12004300	\$	2,893.64	3205 TYLER
6740 14006178-9		5612.47	13201 DEXTER
TOTAL	\$	566,464.98	



CITY OF DETROIT
PLANNING AND DEVELOPMENT DEPARTMENT

#2482
JUL 17 2018

COLEMAN A. YOUNG MUNICIPAL CENTER
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July 13, 2018

Detroit City Council
1340 Coleman A. Young Municipal Center
Detroit, MI 48226

**RE: Acquisition of Easement / Property Sale by Development Agreement
Properties on Kercheval, Townsend and E. Jefferson, Detroit, MI 48214**

Honorable City Council:

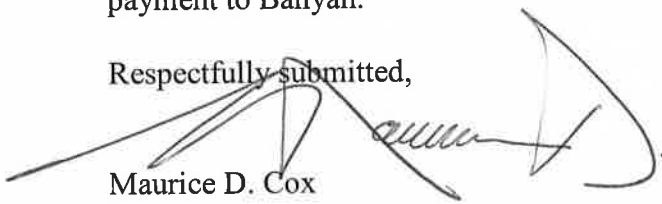
The City of Detroit, Planning and Development Department (“P&DD”) desires an easement across a portion of 2761 E. Jefferson, Detroit, MI (the “Easement”), which is owned by Atomic Star, LLC (“Atomic”), an affiliated company to Banyan Investments, LLC (“Banyan”), for the purposes of constructing and maintaining the continuation of the Jos Campau Greenway across land between Larned St. and E. Jefferson. The Easement has been valued at Three Hundred Twenty Five Thousand and 00/100 Dollars (\$325,000.00).

Atomic has agreed to grant the City the Easement in exchange for the City’s sale to Banyan of certain City-owned real property at 7401, 7417, 7421, 8101, 8113 and 8139 Kercheval, 2117 Townsend and 2931 E. Jefferson, Detroit, MI (collectively the “Sale Properties”), which are valued at a total of One Hundred One Thousand One Hundred Sixty Two and 00/100 Dollars (\$101,162.00). Additionally, the City will make a payment to Banyan for Two Hundred Twenty Three Thousand Eight Hundred Thirty Eight and 00/100 Dollars (\$223,838.00) to make up the balance of value the City will receive from the Easement.

Banyan proposes to develop the Sale Properties into mixed-use buildings that include both retail and residential components. The proposed sale to Banyan shall be subject to a development agreement that requires P&DD project review and site plan approval. Currently, the Sale Properties are all within B4 zoning districts (General Business District). Banyan’s use of the Sale Properties shall be consistent with the allowable uses for which the Sale Properties are zoned.

We hereby request that your Honorable Body adopt the attached resolution to authorize the Director of P&DD to acquire the Easement in exchange for the sale of the Sale Properties and payment to Banyan.

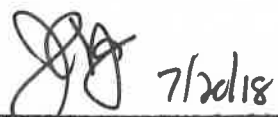

Respectfully submitted,



Maurice D. Cox
Director



CITY CLERK 2018 JUL 20 14:21


APPROVED

BUDGET DIRECTOR
Date 7/20/18

cc: Stephanie Washington, Mayor’s Office

RESOLUTION

BY COUNCIL MEMBER: _____

NOW, THEREFORE, BE IT RESOLVED, that Detroit City Council hereby approves the acquisition of an easement from Atomic Star, LLC (“Atomic”), a Michigan limited liability company, across certain real property at 2761 E. Jefferson, Detroit, MI (the “Easement”), as more particularly described in the attached Exhibit A incorporated herein; and be it further

RESOLVED, that in exchange for the Easement, Detroit City Council hereby approves: 1) the sale by development agreement of certain real property at 7401, 7417, 7421, 8101, 8113 and 8139 Kercheval, 2117 Townsend and 2931 E. Jefferson, Detroit, MI (collectively the “Properties”), as more particularly described in the attached Exhibit B incorporated herein, to Banyan Investments, LLC (“Banyan”), a Michigan limited liability company affiliated with Atomic, and 2) payment of Two Hundred Twenty Three Thousand Eight Hundred Thirty Eight and 00/100 Dollars (\$223,838.00) to Banyan; and be it further

RESOLVED, that the City’s payment to Banyan referred to in the preceding paragraph shall be paid from the City’s Appropriation No. 20239; and be it further

RESOLVED, that the Director of the Planning and Development Department, or his authorized designee, is authorized to execute a development agreement and issue quit claim deeds for the sale of the Properties, as well as execute such other documents as may be necessary or convenient to effect the transfer of the Properties to Banyan consistent with this resolution; and be it further

RESOLVED, that such quit claim deeds to Banyan for the Sale Properties shall reflect sales prices as follows: 7401, 7417 and 7421 Kercheval and 2117 Townsend for \$45,232.00; 8101, 8113 and 8139 Kercheval for \$18,904.00; and 2931 E. Jefferson for \$37,026.00; and be it further

RESOLVED, that the development agreement shall require P&DD project review and site plan approval for any development of the Properties; and be it further

RESOLVED, that the Director of the Planning and Development Department, or his authorized designee, is authorized to execute such documents as may be necessary or convenient to effect the City’s acquisition of the Easement; and be it further

RESOLVED, that the Director of the Planning and Development Department, or his authorized designee is authorized to execute any required instruments to make and incorporate technical amendments or changes to the quit claim deed and/or Easement documents (including but not limited to corrections to or confirmations of legal descriptions, or timing of tender of possession of particular parcels) in the event that changes are required to correct minor inaccuracies or are required due to unforeseen circumstances or technical matters that may arise prior to the conveyance of the Properties and/or acquisition of the Easement, provided that the changes do not materially alter the substance or terms of the transfer and sale and/or Easement acquisition; and be it further

RESOLVED, that the development agreement, quit claim deed and Easement documents will be considered confirmed when executed by the Director of the Planning and Development

Department, or his authorized designee, and approved by the Corporation Counsel as to form; and be it finally

RESOLVED, that the Finance Director is hereby authorized to increase the necessary accounts and honor expenditures, vouchers and payrolls when presented in accordance with the foregoing communication and standard City procedures.

(See Attached Exhibits A and B)

EXHIBIT A

**LEGAL DESCRIPTION
EASEMENT**

Property situated in the City of Detroit, Wayne County, Michigan, described as follows:

Commencing at the Northwest corner of Jefferson Avenue (120 feet wide) and vacated Joseph Campau Avenue (70 feet wide), said point also being the Southeasterly corner of Parcel 4 and also the Southwesterly corner of Parcel 6, both per Warranty Deed, L. 52739, p. 1304, Wayne County Records; thence North 59 degrees 51 minutes 21 seconds East 11.85 feet along the Northerly right-of-way line of Jefferson Avenue to the point of beginning; thence North 25 degrees 44 minutes 02 seconds West 200.59 feet to a point on the Southerly line of Larned Street (120 feet wide); thence North 59 degrees 51 minutes 21 seconds East 28.92 feet along the Southerly right-of-way line of Larned Street to a point; thence South 29 degrees 57 minutes 58 seconds East 200.00 feet to a point on the Northerly right-of-way line of Jefferson Avenue; thence South 59 degrees 51 minutes 21 seconds West 43.72 feet along said Northerly right-of-way line of Jefferson Avenue to the beginning.


Comprising 7,264 sq. ft., or 0.167 acres, more or less. 38E-2

BASIS OF BEARING NOTE

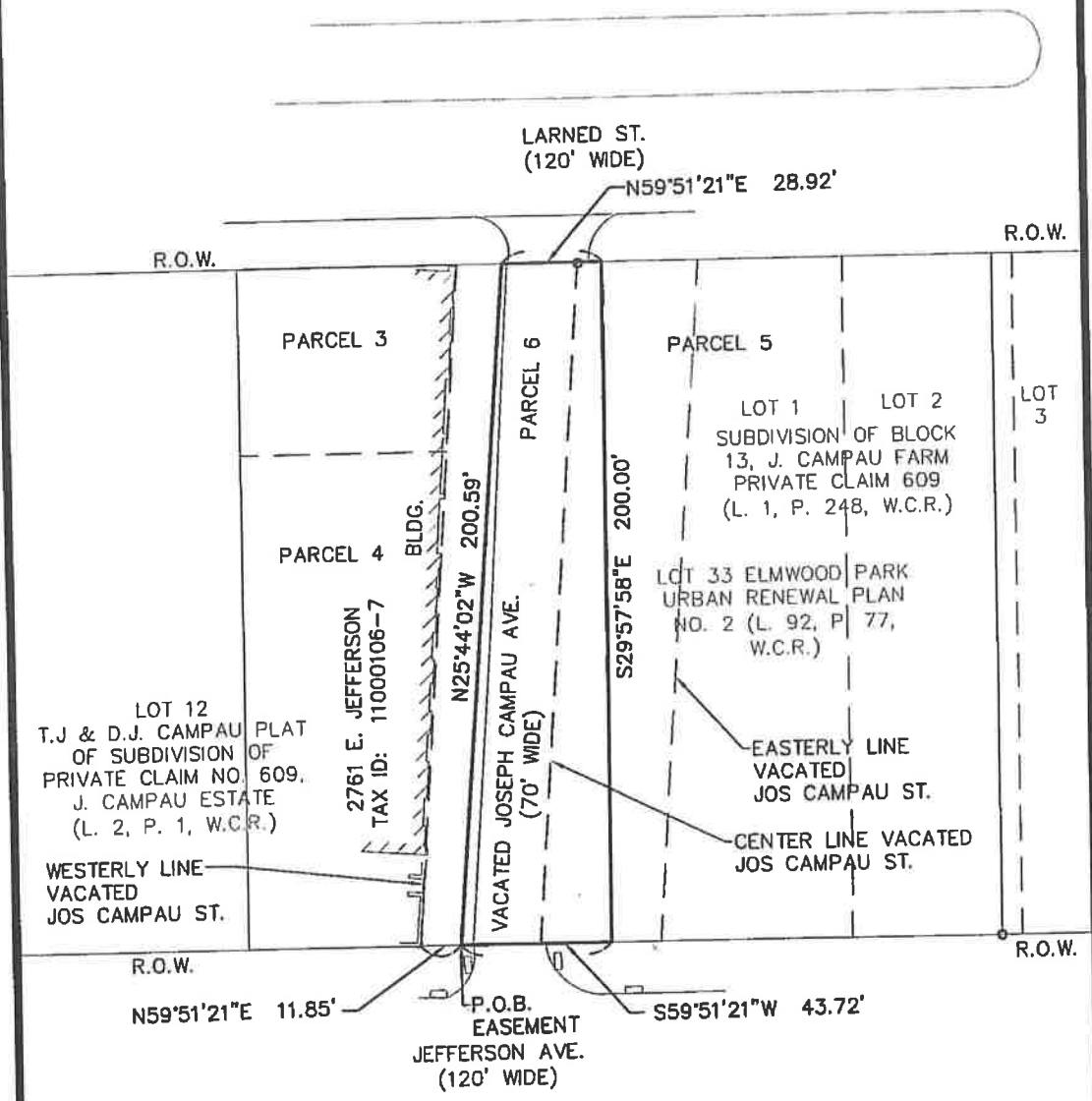
All bearings are referenced to Elmwood Park Urban Renewal Plan No. 2, of part of Private Claims 90, 14, 91, 733, 609, 9, 454, 11, 453, 182, 15 and 18, City of Detroit, Wayne County, Michigan, Liber 92, Page 77 of Plats, Wayne County Records, in which the Northerly right-of-way line of Jefferson Avenue has a bearing of S 59°51'21"W.

As shown on the attached drawing by NF Engineers dated 06-22-18, Job No. K032

Description Correct
Engineer of Surveys

By: 
Basil Sarim, P.S.
Professional Surveyor
City of Detroit/DPW, CED

PUBLIC PATHWAY EASEMENT - EASEMENT AREA



CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

46777 WOODWARD AVENUE, PONTIAC, MI 48342-5032
TEL (248) 332-7931 FAX (248) 332-8257

DATED 06-22-18 JOB NO. K032 SCALE 1" = 40'
CLIENT DETROIT ECONOMIC GROWTH CORP. SHEET NO. 3 of 4

EXHIBIT B

**LEGAL DESCRIPTIONS
PROPERTIES**

Property situated in the City of Detroit, Wayne County, Michigan, described as follows:

Parcel 1

N KERCHEVAL LOTS 42 & 43 LINDEN PARK SUB L16 P5 PLATS, W C R 17/41 65 X 100

a/k/a 7401 Kercheval
Tax Parcel ID 17000153.

47E

Parcel 2

N KERCHEVAL LOT 44 LINDEN PARK SUB L16 P5 PLATS, W C R 17/41 30 X 100

a/k/a 7417 Kercheval
Tax Parcel ID 17000154.

47E

Parcel 3

N KERCHEVAL LOT 45 LINDEN PARK SUB L16 P5 PLATS, W C R 17/41 30 X 100

a/k/a 7421 Kercheval
Tax Parcel ID 17000155.

47E

Parcel 4

N KERCHEVAL W 60 FT OF S 58.70 FT OF N 106.70 FT OL 65 LYG E & ADJ PARKER AVE SUB OF THE VAN DYKE FARM L1 P156 PLATS, W C R 17/38 60 X 58.70

a/k/a 8101 Kercheval
Tax Parcel ID 17000178.

47E

Parcel 5

N KERCHEVAL E 30 FT OF W 90 FT OF S 98.70 FT OF N 106.70 FT O L 65 LYG E & ADJ PARKER AVE SUB OF THE VAN DYKE FARM L1 P156 PLATS, W C R 17/38 30 X 98.70

a/k/a 8113 Kercheval
Tax Parcel ID 17000180.

47E

B.S

Parcel 6

N KERCHEVAL E 30 FT OF W 210 FT OF S 98.70 FT OF N 106.70 FT O L 65 LYG E & ADJ PARKER AVE SUB OF THE VAN DYKE FARM L1 P156 PLATS, W C R 17/38 30 X 98.70

a/k/a 8139 Kercheval
Tax Parcel ID 17000184.

47F

Parcel 7

N KERCHEVAL N 30 FT OF LOTS 46 THRU 48 LINDEN PARK SUB L16 P5 PLATS, W C R 17/41 95 X 30

a/k/a 2117 Townsend
Tax Parcel ID 17000157.

47E

Parcel 8

38F-2

Land in the City of Detroit, County of Wayne County and State of Michigan being part of Lots 3 and 4, Subdivision of Block 13, Joseph Campau Farm, Private Claim 609, according to the plat thereof as recorded in Liber 1, Page 248 of Plats, Wayne County Records and being more particularly described as commencing at the Northwest corner of Lot 34, "Elmwood Park Urban Renewal Plat No. 2" of part of Private Claims 90, 14, 91, 733, 609, 9 and 454, 11 and 453, 182, 15 and 18, City of Detroit, Wayne County, Michigan, according to the plat thereof as recorded in Liber 92, Pages 77 thru 82, both inclusive, of Plats, Wayne County Records; thence south 59 degrees 51 minutes 21 seconds west along the southerly line of Larned Street, 120 feet wide, 130.00 feet to the point of beginning; thence south 30 degrees 23 minutes 53 seconds east 92.55 feet; thence south 60 degrees 38 minutes 15 seconds east 17.32 feet; thence south 30 degrees 24 minutes 50 seconds east 55.00 feet; thence south 59 degrees 52 minutes 21 seconds west 4.00 feet; thence south 30 degrees 03 minutes 06 seconds east 37.52 feet to the northerly line of Jefferson Avenue, 120 feet wide; thence north 59 degrees 51 minutes 21 seconds east along said northerly line of Jefferson Avenue 35.03 feet; thence north 30 degrees 08 minutes 39 seconds west 200.00 feet to the southerly line of Larned Street; thence south 59 degrees 51 minutes 21 seconds west along the southerly line of Larned Street 40.43 feet to the point of beginning.

Formerly referred to as 2931 E. Jefferson, Ward 11 items 109 and 110

Description Correct
Engineer of Surveys

By:



Basil Sarim, P.S.
Professional Surveyor
City of Detroit/DPW, CED



CITY OF DETROIT
PLANNING AND DEVELOPMENT DEPARTMENT

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE SUITE 808
DETROIT, MICHIGAN 48226
(313) 224-1339 • TTY:711
(313) 224-1310
WWW.DETROITMI.GOV

57

July 20, 2018

Detroit City Council
1340 Coleman A. Young Municipal Center
Detroit, MI 48226

**RE: Option to Purchase – 13940 E. Jefferson et al
Nelson Ventures, LLC**

Honorable City Council:

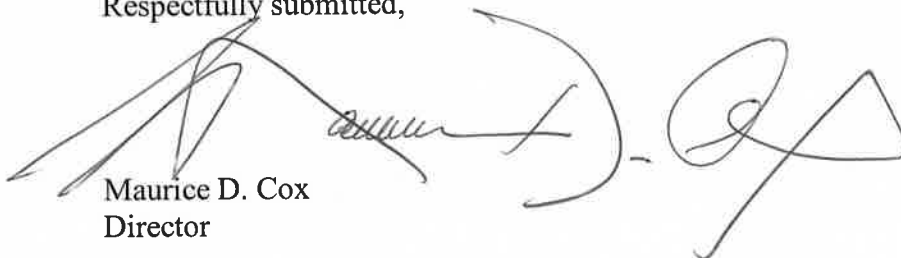
The City of Detroit, Planning and Development Department hereby requests the authorization of your Honorable Body to grant an option to purchase (the "Option") to Nelson Ventures, LLC ("Nelson") certain City-owned properties located at 13940, 14100 and 14140 E. Jefferson Avenue, Detroit, MI 48215, as well as certain City-owned vacant lots bounded by Piper Blvd. (west), Newport St. (east) and Freud St. (south) (collectively the "Property") pursuant to an Option to Purchase Agreement (the "Agreement").

Under the Agreement, Nelson shall have approximately seventeen (17) months to conduct due diligence activities and meet certain criteria, including providing an executed commercial lease with a proposed commercial tenant acceptable to the City, in order to exercise the Option and purchase the Property by development agreement for One Million Ninety Two Thousand Five Hundred Forty Nine and 00/100 (\$1,092,549.00).

Nelson proposes to construct a large scale commercial/retail development on the Property. Currently, the Property is located within a PD zoning district (Planned Development). In the event that Nelson exercises the Option and this Honorable Body grants a separate approval for sale of the Property to Nelson by development agreement, Nelson will take the necessary steps to meet the applicable PD zoning requirements for the contemplated development.

We request that your Honorable Body adopt the attached resolution to: 1) grant the Option to Nelson to purchase the Property and 2) approve the Agreement and such other documents as may be necessary or convenient to grant the Option to Nelson.

Respectfully submitted,



Maurice D. Cox
Director

cc: Stephanie Washington, Mayor's Office

CITY CLERK 2018 JUL 23 AM 11:09

RESOLUTION

BY COUNCIL MEMBER: _____

WHEREAS, Nelson Ventures, LLC (“Nelson”), a Michigan limited liability company, has requested an option to purchase (the “Option”) certain City-owned property located at 13940, 14100 and 14140 E. Jefferson Avenue, Detroit, MI 48215, as well as certain City-owned vacant lots bounded by Piper Blvd. (west), Newport St. (east) and Freud St. (south) (collectively the “Property”) as more further described in the attached Option to Purchase Agreement (the “Agreement”) between the City of Detroit (“City”) and Nelson, which is attached hereto as Exhibit A; and

WHEREAS, Nelson seeks the Option from the City in order to conduct due diligence activities on the Property and secure an executed commercial lease with a proposed commercial tenant acceptable to the City; now therefore be it

RESOLVED, that Detroit City Council hereby approves the Agreement; and be it further

RESOLVED, that Detroit City Council hereby grants to Nelson the Option to purchase the Property subject to the terms and conditions of the Agreement; and be it further

RESOLVED, that the Planning and Development Department Director, or his authorized designee, be and is hereby authorized to execute the Agreement, as well as any such other documents as may be necessary to effectuate the grant of the Option to Nelson for the Property; and be it further

RESOLVED, that in the event that Nelson exercises the Option pursuant to the Agreement, that any conveyance of the Property to Nelson be by a sale by development agreement that has received approval by Detroit City Council by separate resolution.

EXHIBIT A

OPTION TO PURCHASE AGREEMENT

OPTION TO PURCHASE AGREEMENT

BY AND BETWEEN

THE CITY OF DETROIT
AND
NELSON VENTURES, LLC

THIS OPTION TO PURCHASE AGREEMENT ("Agreement") is entered into by and between the City of Detroit ("City"), a Michigan municipal corporation acting by and through its Planning and Development Department ("P&DD") with offices at 2 Woodward, Suite 808, Detroit, MI 48226, and Nelson Ventures, LLC ("Developer"), a Delaware limited liability company authorized to conduct business in the State of Michigan, with an office at 3501 W. Maple, Suite B, Troy, MI 48084.

RECITALS:

WHEREAS, the City owns certain real property located at 13940, 14100 and 14140 E. Jefferson Avenue, Detroit, MI 48215, as well as certain City-owned vacant lots bounded by Piper Blvd. (west), Newport St. (east) and Freud St. (south) (collectively the "Property") all as more fully described in Exhibit A, which is attached hereto and incorporated by reference herein; and

WHEREAS, the Developer would like the opportunity to investigate the Property and, if satisfied with its investigations, to purchase the Property in accordance with the terms and conditions set forth in this Agreement and pursuant to a separate development agreement, the terms of which shall be mutually agreed upon by the parties hereto (the "Development Agreement"); and

WHEREAS, the City is willing to provide the Developer with an opportunity to investigate the Property, and wishes to sell the Property to the Developer, subject to the terms and conditions set forth in this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of the Option. In consideration of payment to the City of One Hundred Nine Thousand Two Hundred Fifty Four and 90/100 Dollars (\$109,254.90) as an earnest money deposit (the "EMD") which will be held by the Title Company pursuant to Paragraph 3 below, City hereby grants to the Developer for a period of twelve (12) months beginning on the expiration of the Refundable Period ("Option Period") exclusive rights to purchase the Property at the Purchase Price subject to the terms and conditions of this Agreement ("Option"). During the Option Period, Developer must deliver to the City proof of a commercial tenant acceptable to the City. Such proof shall be in the form of an executed commercial lease. The City may terminate the Option and this Agreement at its sole discretion if the following have not been completed by the end of the Option

Period: (1) the City has accepted the proposed tenant of Developer, (2) the parties have executed a Development Agreement and (3) Detroit City Council has approved sale of the Property.

Consummation of the sale of the Property to Developer by City shall be referred to herein as the "Closing".

2. Purchase Price & Proposed Uses. The "Purchase Price" is One Million Ninety Two Thousand Five Hundred Forty Nine and 00/100 Dollars (\$1,092,549.00), less any credits at Closing as further identified herein. The Developer's use of the Property shall be a phased development project, with the initial phase to include "big box" retail and commercial uses fronting E. Jefferson, with parking and a community gathering space component in the back. Such use shall be consistent with zoning and details of the initial phase and additional future phases shall be further defined in the Development Agreement. Developer hereby acknowledges that the City will not be providing any incentives or tax abatements for Developer's development of the Property.
3. EMD & Refundable Period. Developer shall deposit the EMD with First American Title Insurance Company ("Title Company"), Attn: Donna S. Wilcox-Janik, 300 E. Long Lake Road, Suite 300, Bloomfield Hills, MI 48304, within five (5) business days after Detroit City Council approval of this Agreement. Such deposit of the EMD shall be governed by this Agreement and an escrow instructions letter to the Title Company from the City ("Escrow Letter") that dictates how the Title Company is to handle the EMD, which Escrow Letter will follow the terms of this Agreement and a copy of which will be provided to the Developer. The EMD and Escrow Letter shall be governed by the following: (1) the EMD shall remain fully refundable for a period of one hundred fifty (150) calendar days after the Effective Date of this Agreement ("Refundable Period"), (2) the City may extend the Refundable Period at any time at the City's sole discretion, (3) the EMD shall be nonrefundable to Developer once the Refundable Period has expired, unless otherwise provided for in this Agreement (4) if the sale of the Property does close, the EMD shall be credited towards the Purchase Price at Closing, and (5) if the sale of the Property does not close for any reason after the Refundable Period, the Title Company shall pay the EMD to the City for the City to keep, unless otherwise provided for in this Agreement.
4. Effective Date. The date that this Agreement is approved by Detroit City Council shall be the effective date of this Agreement (the "Effective Date").
5. Due Diligence & Right of Entry. During the Refundable Period and Option Period, Developer may physically inspect the Property, which may include but is not limited to conducting surveys, assessments, tests, studies, site walkthroughs and reviewing title work at the sole cost of Developer ("Due Diligence Activities"). Developer shall give City advance written notice of when any such Due Diligence Activities at the Property are scheduled during such time. Furthermore, the following shall apply to Developer's use of the Property and Due Diligence Activities:

- A. Developer shall hold the City of Detroit harmless and shall defend and indemnify the City of Detroit from and against any and all damages, claims, obligations, penalties, costs, charges, losses, demands, liabilities, and expenses (including, without limitation, fees and expenses for attorneys, expert witnesses and other consultants) that may be imposed upon, incurred by, or asserted against the City of Detroit or its departments, officers, employees, or agents arising from and related to Developer and its contractors', subcontractors', representatives', agents', and employees' use of the Property, Due Diligence Activities and this Agreement (including but not limited to, any release or threatened release of hazardous and non-hazardous substances, contaminants, exacerbation, evacuation, on-site and/or off-site property damage, or bodily injury).

Notwithstanding anything to the contrary in this Agreement, the release, indemnity and hold harmless provisions contained in this section of the Agreement shall terminate upon transfer of the Property to Developer or termination of this Agreement.

- B. Developer shall maintain, and shall cause its contractors, subcontractors, representatives, and agents entering the Property to maintain, at their sole expense, during the Refundable Period and Option Period, the following separate insurance policies:

- Commercial General Liability Insurance (Broad Form Comprehensive) written on an occurrence-based coverage, with a minimum combined single limit of \$1,000,000.00 for each occurrence of bodily injury and property damage, and \$2,000,000.00 in the aggregate, with the general aggregate limit applying per location.
- Automobile Liability Insurance covering all owned, hired and non-owned vehicles with Michigan No-Fault Coverage plus residual liability coverage with a minimum combined single limit of \$1,000,000.00 for each occurrence of bodily injury and property damage.
- Worker's Compensation Insurance for employees which meets Michigan's Statutory minimum requirements and Employer's Liability Insurance with the minimum limits of \$500,000.00 for each disease, person, and accident.
- Contractor Pollution Liability Insurance with minimum limits of \$1,000,000.00 per occurrence, and \$2,000,000.00 in the aggregate.

The "City of Detroit" and Developer shall be included as an additional insured on any such general liability insurance policies.

- C. Developer shall adhere to the following additional conditions with respect to use of the Property and Due Diligence Activities:

- Developer will not bring any soils or other materials onto the Property. Developer shall be responsible for the removal of any and all materials, tools and equipment brought onto the Property required for the Due Diligence Activities, and Developer shall assume the risk of loss or damage to any materials, tools and equipment.
 - Developer is entering upon and using the Property at its own risk, and accepts the Property "As Is". The City of Detroit makes no representation or warranty as to the status of title or the physical or environmental condition of the Property, or its fitness for any particular use.
 - Developer shall take all reasonable measures and precautions to mitigate any noise, vibrations, dust, and odors emanating from the activities on the Property.
 - Developer shall be responsible for ensuring compliance with all applicable federal, state, and local laws, rules, regulations, standards, plans, and orders. Any violation of the applicable laws, rules, regulations, standards, plans, and orders; or breach of the terms contained within this document may be considered grounds for termination of the Agreement.
 - Developer shall properly dispose of all investigation derived wastes.
 - Developer shall return the Property to its original condition once investigations and Due Diligence Activities are completed.
 - Developer shall provide to the City of Detroit, at no charge, copies of all reports generated as a result of their investigation and Due Diligence Activities at the Property.
 - Developer shall require its contractors', subcontractors', representatives', agents', and employees' accessing the Property for use and Due Diligence Activities to agree to the terms and conditions of this Section 5.
- D. City's Delivery of Reports and Documents. City shall, within ten (10) days after the Effective Date hereof, deliver to, or make available for purpose of copying by, Developer, any and all studies, engineering reports, inspection reports, environmental and hazardous material tests, assessments or analyses, surveys, prior title insurance commitments and/or policies, building plans or drawings, site plans and other similar documents in City's possession or available to City relating to the Property. If this Agreement is terminated, any such documents provided shall be returned to City upon City's request; otherwise, Developer may retain the documents.
- E. Title Commitment. During the Refundable Period, Developer shall order a title commitment from the Title Company. Developer shall pay the premium for such title commitment, with such costs to be credited against the Purchase Price at Closing. The City will pay the title premiums for an owner's policy of title insurance in the amount of the Purchase Price at Closing. Developer will pay for any endorsements to the title

policy requested by the Developer. The Parties will equally split any escrow or closing fees charged by the Title Company. In the event Developer has any objections to the condition of title to the Property, Developer shall notify the City in writing and the City shall have the option to cure any defects in title so raised by Developer. Additionally, Developer shall have the right, but not the obligation, to pay to cure any such title defects at Developer's sole cost.

Any individual parcels of the Property with title defects that are unacceptable to Developer may be removed from the transaction and the Purchase Price shall be reduced by \$3.00 for every square foot removed.

If, during the Refundable Period, Developer is not satisfied that good and marketable fee simple title, free and clear of all liens, encumbrances and defects, can be conveyed by the City to Developer at Closing, then Developer shall have the right to terminate this Agreement and receive a full refund of the EMD during the Refundable Period. The City shall extend the Refundable Period for any time required by the City to cure those defects in title that the City has agreed to cure.

At Closing, City will convey to Developer good and marketable fee simple title to the Property via Quit Claim Deed (the "Deed"). The consideration paid for the Property will not be listed on the Deed but will instead be identified on a separate Real Estate Transfer Tax Valuation Affidavit.

- F. Right of Termination. City agrees that in the event Developer determines (such determination to be made in Developer's sole and absolute discretion) during the Refundable Period that the Property is not suitable for its purposes, Developer shall have the right to terminate this Agreement by giving written notice thereof to City prior to the expiration of the Refundable Period. If Developer gives such written notice of termination within the Refundable Period, this Agreement shall terminate and the EMD shall be returned to the Developer. Time is of the essence with respect to the provisions of this Section.
6. City's Obligations. During the Refundable Period and Option Period, the City shall adhere to the following with respect to the Property:
- A. Not enter into any other agreement, lease, use or occupancy arrangement, easement, or other agreement with respect to possession or use of the Property without the Developer's prior written consent.
 - B. Not sell or lease all or any portion of the Property or offer or market all or any portion of the Property for sale or lease, or create, grant or accept any agreement for the sale or lease of all or any portion of the Property without the Developer's prior written consent.
 - C. Not create or suffer any right, claim, lien, or encumbrance of any kind whatsoever on all or any portion of the Property.

- D. Pay all utility bills and other charges applicable to all or any part of the Property before any penalty for nonpayment shall accrue.
 - E. Furnish to the Developer within ten (10) business days after the receipt by City any and all notices of proposed assessments, and notices of any proposed action under or violation of any law, statute, ordinance, rule or regulation affecting all or any portion of the Property.
 - F. Maintain the Property in substantially the same condition as on the Effective Date.
7. Casualty Loss or Condemnation. The parties shall adhere to the following with respect to any casualty loss or condemnation of the Property:
- A. If prior to the end of the Option Period, the Property suffers material damage, then the Developer may: (i) terminate this Agreement and receive an immediate refund of the EMD, or (ii) accept the Property in its "as is" condition and proceed with the Closing.
 - B. If prior to the end of the Option Period, the Property is subject to a material taking by any public authority other than the City, then the City may terminate this Agreement and refund the EMD to Developer.
8. Representations and Warranties. Developer represents and warrants to the City, as of the Effective Date and as of the Closing that:
- A. Corporate Authority. Developer (i) is a limited liability company, validly existing and in good standing under the laws of the State of Delaware and authorized to transact business in the State of Michigan, (ii) has complete and full authority to execute this Agreement, (iii) will execute and deliver any documents, instruments, and agreements including, but not limited to, affidavits and certificates necessary to consummate the transaction contemplated herein, and (iv) will take all additional action that is reasonably necessary or appropriate to effect and facilitate the consummation of the sale and purchase transaction contemplated herein, as may be required by the Title Company.
 - B. No Lien Rights. Developer will not contract for any services or enter into any other agreements which could bind the City as owner of the Property. Prior to Closing, no work will be performed or is in process or contemplated and no materials have been or are to be furnished which might provide the basis for construction or other liens against all or any portion of the Property.
 - C. Other Property Rights or Interests. No party is in possession of all or any portion of the Property, whether as a lessee or a tenant at sufferance, nor has any person or entity been granted a license or other right to use all or any part of the Property for any purpose. Developer will not further sell, encumber, convey, or assign, offer or contract to sell, encumber, convey, assign, pledge, or lease all or any part of the

Option or restrict the use of all or any part of the Property or take or cause to be taken any action in conflict with this Agreement at any time after Developer's acceptance hereof.

- D. No Legal Actions or Impediments. Developer is not a party to or bound by any contract or agreement of any kind or whatsoever, written or verbal, which might affect the Property. Neither the entering into of this Agreement nor the consummation of the transaction contemplated hereby will constitute or result in a violation or breach by Developer of any judgment, order, writ, injunction, or decree issued against or imposed upon it or contract to which it is a party or will result in a violation by Developer of any applicable law, order, rule, or regulation of any governmental authority. There is no action, suit, proceeding or investigation pending which would become a cloud on the title to the Property or any portion thereof or which questions the validity or enforceability of the transaction contemplated by this Agreement or any action taken pursuant hereto in any court or before or by any federal, district, county, or municipal department, commission, board, bureau, agency or other governmental instrumentality, nor does Developer have any knowledge that any such action, suit, proceeding or investigation is threatened or contemplated.
9. Conditions Precedent to the City's Obligation to Close. The City's obligation to Close on the Purchase Transaction shall be subject to each of the following conditions precedent:
- A. City Council Approvals. The Detroit City Council shall have adopted resolutions (i) authorizing the sale of the Property to Developer by Development Agreement and (ii) approving revisions to Property's Planned Development zoning.
- B. Development Agreement. The parties have executed a Development Agreement that includes the overarching terms of development of the Property, including but not limited to use, design, construction commencement, construction completion, etc. Furthermore, the Development Agreement shall include a restrictive covenant running with the land such that Developer must use the Property primarily for mixed-use commercial purposes only. The City shall retain a right of reverter in the Property in the event Developer violates the Development Agreement. Title to the Property shall be in the form required by this Agreement such that Title Company shall undertake at the Closing to issue a title insurance policy.
- C. Documents and Legal Matters. All documents required to be delivered to the City or reasonably requested by the City shall have been provided to the City.
- D. No Default. Developer shall have performed all of its obligations under this Agreement and the Development Agreement that were required to be performed prior to the Closing. All of Developer's representations and warranties contained herein shall be true and correct as of the Effective Date and as of the Closing Date.
10. Additional Indemnification and Release. Developer hereby expressly agrees to and shall indemnify and hold the City and its agents and employees harmless from and against: (i)

any and all claims by it or any third party and any and all liability for any personal injury or other loss resulting from any defect in or condition of the Property prior to the Closing, including but not limited to any surface, subsurface, latent or patent conditions whether naturally occurring or by action of any party, or conditions currently existing thereon, including but not limited to environmental matters or conditions; and any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses (including without limitation, fees and expenses of attorneys, whether inside or outside counsel, expert witnesses and other consultants) that may be imposed upon, incurred by or asserted against the City by reason of any negligent or tortious act or omission of Developer, whether prior to or after the Closing, resulting in personal injury, bodily injury, sickness, disease or death, or injury to or destruction of tangible property.

11. Remedies Upon Default.

A. City's Remedies. In the event the City discovers prior to the Closing that any representation or warranty of Developer made herein is materially false or misleading, or in the event Developer fails to substantially keep or perform any covenant, agreement or obligation to be kept or performed by Developer under this Agreement, and Developer fails to cure such breach within thirty (30) days after written notice from the City, the City may terminate this Agreement by notice to Developer, in which event the City may keep the EMD if the Refundable Period has expired. If the City shall elect not to terminate, all claims for damages in respect of false or misleading representations or warranties discovered or otherwise known by the City prior to the Closing shall be waived, but the City shall be entitled to seek specific enforcement of other aspects of this Agreement and, if it shall be the prevailing party, to recover its costs and reasonable attorneys' fees so incurred. In the event the City discovers after the Closing that any representation or warranty of Developer made herein or in any Closing document was materially false or misleading when made, the City shall be entitled to recover all damages, including costs and reasonable attorneys' fees, suffered as a consequence of any such representations or warranties being false when made.

The City's rights and remedies set forth herein are not exclusive and are in addition to any of the rights and remedies provided by law or equity. The City's exercise of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach. No waiver made by the City shall apply to obligations beyond those expressly waived in writing.

In addition to all other rights and remedies of the City set forth herein, Developer shall defend, indemnify and hold the City, its employees, agents, contractors, assigns and successors-in-interest harmless from and against any and all claims, actions, liabilities, losses, costs, injuries, fines, damages and/or expenses (including reasonable attorneys' fees) resulting from a material breach by Developer of any of the representations, warranties and/or covenants contained in this Agreement.

B. Developer's Remedy. If the City materially breaches any duty or obligation of the City hereunder, and fails to cure such breach within thirty (30) days after written notice from Developer, or if the City wrongfully fails to consummate the sale of the Property pursuant to this Agreement, then Developer may elect to: (i) terminate this Agreement by notice to the City and receive full refund of the EMD and neither party hereto shall have any further rights or obligations under this Agreement; or (ii) seek the equitable remedy of specific performance. In no event may Developer seek or be entitled to any award of money damages.

12. Notices. Notices shall be deemed as given and received to or by the City or Developer, as the case may be, at the addresses set forth below: (i) on the date of personal delivery, or (ii) three business (3) days after posting if sent by certified mail, or (iii) one (1) business day after receipt by a nationally recognized overnight delivery service for such overnight delivery to such address, or (iv) on the date sent by email. Notices shall be addressed as follows:

If to Developer:

Nelson Ventures, LLC
3501 W. Maple, Suite B
Troy, MI 48084
Attn: Linden D. Nelson and Sanford E. Nelson
Email: linden@nelsonventures.com and sanford@nelsonventures.com

With a copy to:

Jackier Gould, P.C.
121 W. Long Lake Road, Suite 200
Bloomfield Hills, MI 48304
Attn: Eric A. Bean, Esq. and Scott I. Mirkes, Esq.
Email: ebean@jackiergould.com and mirkes@jackiergould.com

If to the City:

City of Detroit, Planning and Development Dept.
2 Woodward Avenue, Suite 808
Detroit, MI 48226

Attn: Maurice Cox, Director
Email: cox@detroitmi.gov

With a copies to:

City of Detroit, Law Department
2 Woodward Avenue, Suite 500
Detroit MI 48226
Attn: Corporation Counsel
Email: ammec@detroitmi.gov

City of Detroit, Mayor's Office
2 Woodward Avenue, Suite 1126
Detroit, MI 48226
Attn: Basil Cherian
Email: cherianb@detroitmi.gov

13. Headings. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provisions of this Agreement.
14. Saturdays, Sundays and Holidays. Whenever in this Agreement it is provided that notice must be given or an act performed or payment made on or by a certain day, if such day falls on a Saturday or a Sunday, or on a federal, state, or local holiday, or on any other day that City offices are closed to the public (i.e. Budget-Required Furlough Days or "holiday closedown"), then the day for the notice of performance or payment shall be the next following business day.
15. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, then the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
16. Entire Agreement; Integration. This instrument, including any exhibits which are attached hereto and which are made a part of this Agreement, contains the entire agreement between the parties relating to the sale and purchase of the Property, and all prior negotiations and agreements are merged herein. Developer acknowledges that neither the City nor the City's agents have made any representations except those expressly set forth herein, and no rights or remedies are or shall be acquired by Developer by implication or otherwise unless expressly set forth herein. Any change in, addition to, or amendment or modification of the terms hereof shall be of no effect unless in a writing executed by both parties and approved as required by this Agreement or applicable law.
17. Survival. This Agreement shall not be merged into any instruments or documents executed and delivered at the Closing but shall survive the Closing.
18. Time is of the Essence. Time is of the essence of this Agreement and for the performance of all covenants, duties, agreements, and obligations hereunder.
19. Brokers. Each party shall indemnify and hold the other party harmless with respect to the claims of any real estate broker or consultant who may have dealt with the indemnifying party in connection with this transaction.
20. Binding Effect. From and after the Effective Date, this Agreement shall bind the parties and their respective successors and permitted assigns. The City may assign this Agreement and/or any rights hereunder to another person or entity. Nothing in this

Agreement, express or implied, is intended to confer upon any person, other than the parties hereto and their respective successors and permitted assigns, any rights or remedies whatsoever. No amendment or modification to this Agreement shall be effective and binding upon the parties unless it is in writing, expressly makes reference to this Agreement, and is signed and acknowledged by duly authorized representatives of both parties.

21. Counterpart Originals; Electronic Delivery This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all counterparts, when taken together, will constitute one and the same instrument. A facsimile, PDF or other electronic copy of this Agreement shall have the same force and effect as an original.
22. Governing Law; Jurisdiction; Venue. All actions arising under this Agreement shall be governed by, subject to, and construed according to the laws of the State of Michigan. Any legal action arising out of or relating to the validity, construction interpretation and enforcement of this Agreement shall be brought only in a state or local court of competent jurisdiction located within the City of Detroit. Developer agrees, consents, and submits to the personal jurisdiction of any competent court in Wayne County, Michigan for any action brought against it arising out of this Agreement.
23. Assignment. Developer may assign this Agreement to an entity or entities owned or controlled by Developer and/or its principals (i.e., Linden D. Nelson and Sanford E. Nelson) without the prior written consent of the City but with written notice to the City. All other assignments shall require consent of the City's P&DD Director, which consent shall be within the sole and absolute discretion of the City's P&DD Director. The City may not assign this Agreement or any interest hereunder in whole or in part at any time. Any purported assignment in violation of this section shall be void.
24. Authority of the City. Notwithstanding anything in this Agreement or otherwise to the contrary, the City shall not be authorized or obligated under this Agreement until this Agreement has been fully executed by the duly authorized representative of the City pursuant to the resolution of the Detroit City Council as approved by the Mayor of the City of Detroit, and approved by the City of Detroit Law Department. Any amendments or modifications must likewise be duly authorized by resolution of the City Council as approved by the Mayor, and be approved by the Law Department.

IN WITNESS WHEREOF, the City and the Developer, by and through their authorized officers and representatives, have executed this Agreement as follows:

**CITY OF DETROIT
PLANNING & DEVELOPMENT DEPARTMENT**

BY: _____

Print: Maurice Cox

ITS: Director

**DEVELOPER:
NELSON VENTURES, LLC**

BY: Scott I. Mirkes

Print: Scott I. Mirkes

ITS: Attorney

Approved by Detroit City Council on:

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

Finance Director

Approved as to form in accordance with § 7.5-206 of the 2012 City of Detroit Charter.

Supervising Assistant Corporation Counsel

**THIS AGREEMENT IS NOT VALID OR AUTHORIZED UNTIL APPROVED BY THE
DETROIT CITY COUNCIL.**

**LIMITED LIABILITY COMPANY
CERTIFICATE OF AUTHORITY**

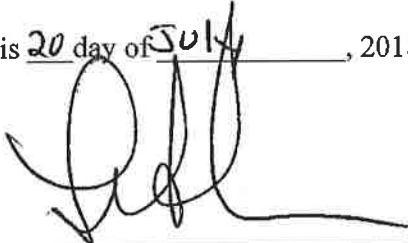
I, LINDEN D. NELSON, a Manager or Member of Nelson Ventures, LLC, a limited liability company (the "Company") **DO HEREBY CERTIFY** that I am a Manager or Member of the Company who has the authority to act as an agent of the Company in executing this Certificate of Authority. I further certify that the following individuals are Managers, Members or Others designated by the Company with the authority to execute and commit the Company to conditions, obligations, stipulations and undertakings contained in this Option to Purchase Agreement between the City and the Company:

Scott I. Mirkes

FURTHER, I CERTIFY that all necessary approvals by the Managers or Members of the Agreement have been obtained with respect to the execution of said Agreement, which is for a an Option to Purchase Agreement on 114 City properties.

IN WITNESS THEREOF, I have set my hand this 20 day of JULY, 2018.

CORPORATE SEAL
(if any)



Manager or Member

EXHIBIT A

LEGAL DESCRIPTIONS

Property situated in the City of Detroit, Wayne County, Michigan, described as follows:

Parcel 1

SE JEFFERSON 7&6 E 20 FT 5 BLK F JEFFERSON PARK SUB L26 P93 PLATS, W C R
21/292 80.6 X 110

a/k/a 14140 JEFFERSON
Tax Parcel ID 21000356

Parcel 2

SE JEFFERSON W 9 FT 5 4 THRU 1 BLK F JEFFERSON PARK SUB L26 P93 PLATS, W C
R 21/292 127.7 X 110

a/k/a 14100 JEFFERSON
Tax Parcel ID 21000357-8

Parcel 3

SE JEFFERSON 7 THRU 5 BLK E JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292
93.6 X 110

a/k/a 13940 JEFFERSON
Tax Parcel ID 21000359.

Parcel 4

E PIPER 38 BLK E-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X 100

a/k/a 700 PIPER
Tax Parcel ID 21051980.

Parcel 5

E PIPER 37 BLK E-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X 100

a/k/a 706 PIPER
Tax Parcel ID 21051981.

Parcel 6

E PIPER 36 BLK E-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X 100

a/k/a 712 PIPER
Tax Parcel ID 21051982.

Parcel 7

E PIPER 35 BLK E-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X 100

a/k/a 720 PIPER
Tax Parcel ID 21051983.

Parcel 8

E PIPER 34 BLK E-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X 100

a/k/a 726 PIPER
Tax Parcel ID 21051984.

Parcel 9

E PIPER 33 BLK E JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X 100

a/k/a 732 PIPER
Tax Parcel ID 21051985.

Parcel 10

E PIPER 32 BLK E-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X 100

a/k/a 738 PIPER
Tax Parcel ID 21051986.

Parcel 11

E PIPER East 80 feet of Lot 31 BLK E-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292
30 X 80

a/k/a 744 PIPER
Tax Parcel ID 21051987.

Parcel 12

E PIPER East 80 feet of Lot 30 BLK E-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292
30 X 80

a/k/a 748 PIPER
Tax Parcel ID 21051988.

Parcel 13

E PIPER East 80 feet of Lot 29 BLK E-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292
30 X 80

a/k/a 756 PIPER
Tax Parcel ID 21051989.

Parcel 14

E PIPER East 80 feet of Lot 28 BLK E-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292
30 X 80

a/k/a 762 PIPER
Tax Parcel ID 21051990.

Parcel 15

E PIPER East 80 feet of Lot 27 BLK E-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292
30 X 80

a/k/a 766 PIPER
Tax Parcel ID 21051991.

Parcel 16

E PIPER East 80 feet of Lot 26 BLK E-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292
30 X 80

a/k/a 774 PIPER
Tax Parcel ID 21051992.

Parcel 17

E PIPER East 80 feet of Lot 25 BLK E-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292
30 X 80

a/k/a 780 PIPER
Tax Parcel ID 21051993.

Parcel 18

E PIPER East 80 feet of Lot 24 BLK E-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292
30 X 80

a/k/a 786 PIPER
Tax Parcel ID 21051994.

Parcel 19

E PIPER East 80 feet of Lot 23 BLK E-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292
30 X 80

a/k/a 792 PIPER
Tax Parcel ID 21051995.

Parcel 20

E PIPER East 80 feet of Lot 22 BLK E-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292
30 X 80

a/k/a 798 PIPER
Tax Parcel ID 21051996.

Parcel 21

E PIPER East 80 feet of Lot 21 BLK E-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292
30 X 80

a/k/a 804 PIPER
Tax Parcel ID 21051997.

Parcel 22

E PIPER East 80 feet of Lot 20 and the East 80 feet of the South 15 feet of Lot 19 BLK E-
JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 45 X 80

a/k/a 810 PIPER
Tax Parcel ID 21051998.

Parcel 23

E PIPER East 80 feet of the North 15 feet of Lot 19 and the East 80 feet of Lot 18 BLK E-
JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 45 X 80

a/k/a 822 PIPER
Tax Parcel ID 21051999.

Parcel 24

E PIPER East 80 feet of Lot 17 BLK E-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292
30 X 80

a/k/a 826 PIPER
Tax Parcel ID 21052000.

Parcel 25

E PIPER East 80 feet of Lot 16 BLK E-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292
30 X 80

a/k/a 832 PIPER
Tax Parcel ID 21052001.

Parcel 26

E PIPER East 80 feet of Lot 15 BLK E-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292
30 X 80

a/k/a 840 PIPER
Tax Parcel ID 21052002.

Parcel 27

E PIPER East 80 feet of Lot 14 BLK E-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292
30 X 80

a/k/a 844 PIPER
Tax Parcel ID 21052003.

Parcel 28

E PIPER East 80 feet of Lot 13 BLK E-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292
30 X 80

a/k/a 850 PIPER
Tax Parcel ID 21052004.

Parcel 29

E PIPER East 80 feet of Lot 12 BLK E-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292
30 X 80

a/k/a 856 PIPER
Tax Parcel ID 21052005.

Parcel 30

E PIPER East 80 feet of Lot 11 BLK E-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292
30 X 80

a/k/a 862 PIPER
Tax Parcel ID 21052006.

Parcel 31

E PIPER East 80 feet of Lot 10 BLK E-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292
30 X 80

a/k/a 868 PIPER
Tax Parcel ID 21052007-9

Parcel 32

E EASTLAWN 39 BLK F-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X 100

a/k/a 702 EASTLAWN
Tax Parcel ID 21052804.

Parcel 33

E EASTLAWN 38 BLK F-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X 100

a/k/a 706 EASTLAWN
Tax Parcel ID 21052805.

Parcel 34

E EASTLAWN 37 BLK F-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X 100

a/k/a 712 EASTLAWN
Tax Parcel ID 21052806.

Parcel 35

E EASTLAWN 36 BLK F-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X 100

a/k/a 718 EASTLAWN
Tax Parcel ID 21052807.

Parcel 36

E EASTLAWN 35 BLK F-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X 100

a/k/a 726 EASTLAWN
Tax Parcel ID 21052808.

Parcel 37

E EASTLAWN 34 BLK F-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X 100

a/k/a 730 EASTLAWN
Tax Parcel ID 21052809.

Parcel 38

E EASTLAWN 33 BLK F-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X 100

a/k/a 738 EASTLAWN
Tax Parcel ID 21052810.

Parcel 39

E EASTLAWN 32 BLK F-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X 100

a/k/a 742 EASTLAWN
Tax Parcel ID 21052811.

Parcel 40

E EASTLAWN 31 BLK F-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X 100

a/k/a 748 EASTLAWN
Tax Parcel ID 21052812.

Parcel 41

E EASTLAWN 30 BLK F-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X 100

a/k/a 754 EASTLAWN
Tax Parcel ID 21052813.

Parcel 42

E EASTLAWN 29 BLK F-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X 100

a/k/a 760 EASTLAWN
Tax Parcel ID 21052814.

Parcel 43

E EASTLAWN 28 BLK F-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X 100

a/k/a 766 EASTLAWN
Tax Parcel ID 21052815.

Parcel 44

E EASTLAWN 27 BLK F-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X 100

a/k/a 774 EASTLAWN
Tax Parcel ID 21052816.

Parcel 45

E EASTLAWN 26 BLK F-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X 100

a/k/a 780 EASTLAWN
Tax Parcel ID 21052817.

Parcel 46

E EASTLAWN 25 BLK F-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X 100

a/k/a 786 EASTLAWN
Tax Parcel ID 21052818.

Parcel 47

E EASTLAWN 24 BLK F-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X 100

a/k/a 790 EASTLAWN
Tax Parcel ID 21052819.

Parcel 48

E EASTLAWN 23 BLK F-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X 100

a/k/a 798 EASTLAWN
Tax Parcel ID 21052820.

Parcel 49

E EASTLAWN 22 BLK F-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X 100

a/k/a 804 EASTLAWN
Tax Parcel ID 21052821.

Parcel 50

E EASTLAWN 21 BLK F--JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X 100

a/k/a 810 EASTLAWN
Tax Parcel ID 21052822.

Parcel 51

E EASTLAWN 20 BLK F-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X 100

a/k/a 816 EASTLAWN
Tax Parcel ID 21052823.

Parcel 52

E EASTLAWN 19 BLK F-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X 100

a/k/a 822 EASTLAWN
Tax Parcel ID 21052824.

Parcel 53

E EASTLAWN 18 BLK F-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X 100

a/k/a 828 EASTLAWN
Tax Parcel ID 21052825.

Parcel 54

E EASTLAWN 17 BLK F-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X 100

a/k/a 834 EASTLAWN
Tax Parcel ID 21052826.

Parcel 55

E EASTLAWN 16 BLK F-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X 100

a/k/a 840 EASTLAWN
Tax Parcel ID 21052827.

Parcel 56

E EASTLAWN 15 BLK F-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X 100

a/k/a 846 EASTLAWN
Tax Parcel ID 21052828.

Parcel 57

E EASTLAWN 14 BLK F-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X 100

a/k/a 852 EASTLAWN
Tax Parcel ID 21052829.

Parcel 58

E EASTLAWN 13 BLK F-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X 100

a/k/a 858 EASTLAWN
Tax Parcel ID 21052830.

Parcel 59

E EASTLAWN 12 BLK F-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X 100

a/k/a 864 EASTLAWN
Tax Parcel ID 21052831.

Parcel 60

E EASTLAWN 11 BLK F-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X 100

a/k/a 868 EASTLAWN
Tax Parcel ID 21052832.

Parcel 61

E EASTLAWN 10 BLK F-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X 100

a/k/a 874 EASTLAWN
Tax Parcel ID 21052833.

Parcel 62

E EASTLAWN 9 BLK F-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X 100

a/k/a 880 EASTLAWN
Tax Parcel ID 21052834.

Parcel 63

E EASTLAWN 8 BLK F-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 31.3 IRREG

a/k/a 886 EASTLAWN
Tax Parcel ID 21052835.

Parcel 64

W EASTLAWN 162 BLK E-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 27.9
IRREG

a/k/a 887 EASTLAWN
Tax Parcel ID 21053436.

Parcel 65

W EASTLAWN 161 BLK E-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X
100

a/k/a 881 EASTLAWN
Tax Parcel ID 21053437.

Parcel 66

W EASTLAWN 160 BLK E-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X
100

a/k/a 877 EASTLAWN
Tax Parcel ID 21053438.

Parcel 67

W EASTLAWN 159 BLK E-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X
100

a/k/a 869 EASTLAWN
Tax Parcel ID 21053439.

Parcel 68

W EASTLAWN 158 BLK E-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X
100

a/k/a 865 EASTLAWN
Tax Parcel ID 21053440.

Parcel 69

W EASTLAWN 157 BLK E-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X
100

a/k/a 859 EASTLAWN
Tax Parcel ID 21053441.

Parcel 70

W EASTLAWN 156 BLK E-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X
100

a/k/a 851 EASTLAWN
Tax Parcel ID 21053442.

Parcel 71

W EASTLAWN 155 BLK E-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X
100

a/k/a 845 EASTLAWN
Tax Parcel ID 21053443.

Parcel 72

W EASTLAWN 154 BLK E-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X
100

a/k/a 839 EASTLAWN
Tax Parcel ID 21053444.

Parcel 73

W EASTLAWN 153 BLK E-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X
100

a/k/a 833 EASTLAWN
Tax Parcel ID 21053445.

Parcel 74

W EASTLAWN 152 BLK E-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X
100

a/k/a 827 EASTLAWN
Tax Parcel ID 21053446.

Parcel 75

W EASTLAWN 151 BLK E-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X
100

a/k/a 821 EASTLAWN
Tax Parcel ID 21053447.

Parcel 76

W EASTLAWN 150 BLK E-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X
100

a/k/a 815 EASTLAWN
Tax Parcel ID 21053448.

Parcel 77

W EASTLAWN 149 BLK E-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X
100

a/k/a 809 EASTLAWN
Tax Parcel ID 21053449.

Parcel 78

W EASTLAWN 148 BLK E-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X
100

a/k/a 803 EASTLAWN
Tax Parcel ID 21053450.

Parcel 79

W EASTLAWN 147 BLK E-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X
100

a/k/a 797 EASTLAWN
Tax Parcel ID 21053451.

Parcel 80

W EASTLAWN 146 BLK E-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X
100

a/k/a 791 EASTLAWN
Tax Parcel ID 21053452.

Parcel 81

W EASTLAWN 145 BLK E-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X
100

a/k/a 785 EASTLAWN
Tax Parcel ID 21053453.

Parcel 82

W EASTLAWN 144 BLK E-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X
100

a/k/a 779 EASTLAWN
Tax Parcel ID 21053454.

Parcel 83

W EASTLAWN 143 BLK E-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X
100

a/k/a 775 EASTLAWN
Tax Parcel ID 21053455.

Parcel 84

W EASTLAWN 142 BLK E-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X
100

a/k/a 769 EASTLAWN
Tax Parcel ID 21053456.

Parcel 85

W EASTLAWN 141 BLK E-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X
100

a/k/a 763 EASTLAWN
Tax Parcel ID 21053457.

Parcel 86

W EASTLAWN 140 BLK E-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X
100

a/k/a 755 EASTLAWN
Tax Parcel ID 21053458.

Parcel 87

W EASTLAWN 139 BLK E-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X
100

a/k/a 751 EASTLAWN
Tax Parcel ID 21053459.

Parcel 88

W EASTLAWN 138 BLK E-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X
100

a/k/a 743 EASTLAWN
Tax Parcel ID 21053460.

Parcel 89

W EASTLAWN 137 & 136BLK E- JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292
60 X 100

a/k/a 733 EASTLAWN
Tax Parcel ID 21053461-2

Parcel 90

W EASTLAWN 135 BLK E-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X
100

a/k/a 727 EASTLAWN
Tax Parcel ID 21053463.

Parcel 91

W EASTLAWN 134 BLK E-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X
100

a/k/a 721 EASTLAWN
Tax Parcel ID 21053464.

Parcel 92

W EASTLAWN 133 BLK E-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X
100

a/k/a 715 EASTLAWN
Tax Parcel ID 21053465.

Parcel 93

W EASTLAWN 132 BLK E-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X
100

a/k/a 709 EASTLAWN
Tax Parcel ID 21053466.

Parcel 94

W EASTLAWN 131 BLK E-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X 100

a/k/a 701 EASTLAWN
Tax Parcel ID 21053467.

Parcel 95

W NEWPORT 163 BLK F-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 43 IRREG

a/k/a 889 NEWPORT
Tax Parcel ID 21054253.

Parcel 96

W NEWPORT 162 BLK F-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X 90

a/k/a 883 NEWPORT
Tax Parcel ID 21054254.

Parcel 97

W NEWPORT 161 BLK F-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X 90

a/k/a 877 NEWPORT
Tax Parcel ID 21054255.

Parcel 98

W NEWPORT 160 BLK F-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X 90

a/k/a 871 NEWPORT
Tax Parcel ID 21054256.

Parcel 99

W NEWPORT 159 BLK F-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X 90

a/k/a 865 NEWPORT
Tax Parcel ID 21054257.

Parcel 100

W NEWPORT 158 BLK F-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X 90

a/k/a 859 NEWPORT
Tax Parcel ID 21054258.

Parcel 101

W NEWPORT 157 BLK F-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X 90

a/k/a 853 NEWPORT
Tax Parcel ID 21054259.

Parcel 102

W NEWPORT 156 BLK F-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X 90

a/k/a 847 NEWPORT
Tax Parcel ID 21054260.

Parcel 103

W NEWPORT 155 BLK F-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X 90

a/k/a 841 NEWPORT
Tax Parcel ID 21054261.

Parcel 104

W NEWPORT 154 BLK F-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X 90

a/k/a 835 NEWPORT
Tax Parcel ID 21054262.

Parcel 105

W NEWPORT 153 BLK F-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X 90

a/k/a 829 NEWPORT
Tax Parcel ID 21054263.

Parcel 106

W NEWPORT 152 BLK F-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X 90

a/k/a 823 NEWPORT
Tax Parcel ID 21054264.

Parcel 107

W NEWPORT 151 BLK F-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X 90

a/k/a 817 NEWPORT
Tax Parcel ID 21054265.

Parcel 108

W NEWPORT 150 BLK F-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X 90

a/k/a 811 NEWPORT
Tax Parcel ID 21054266.

Parcel 109

W NEWPORT 149 BLK F-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X 90

a/k/a 805 NEWPORT
Tax Parcel ID 21054267.

Parcel 110

W NEWPORT 148 BLK F-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X 90

a/k/a 797 NEWPORT
Tax Parcel ID 21054268.

Parcel 111

W NEWPORT 147 BLK F-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X 90

a/k/a 793 NEWPORT
Tax Parcel ID 21054269.

Parcel 112

W NEWPORT 146 BLK F-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X 90

a/k/a 785 NEWPORT
Tax Parcel ID 21054270.

Parcel 113

W NEWPORT 145 BLK F-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X 90

a/k/a 779 NEWPORT
Tax Parcel ID 21054271.

Parcel 114

W NEWPORT 144 BLK F-JEFFERSON PARK SUB L26 P93 PLATS, W C R 21/292 30 X 90

a/k/a 775 NEWPORT
Tax Parcel ID 21054272.



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City of Detroit

CITY COUNCIL

GABE LELAND
COUNCIL MEMBER

MEMORANDUM

TO: Janet Attarian, Deputy Director, Planning and Development Department

FROM: Gabe Leland
Councilman District 7

DATE: July 19, 2018

RE: Request for an update on the Joe Louis Greenway

It has come to my attention that the federal funding for the Joe Louis Greenway may be in jeopardy. If true, I am extremely concerned about the city's ability to preserve the legacy of Joe Louis. Please provide an update on the funding for the Joe Louis Greenway and any alternate plans to honor the legacy of Joe Louis if the city is unable to secure funding for the greenway.

Cc: Janice Winfrey, City Clerk
Stephanie Grimes-Washington, City Council Liaison

CITY CLERK 2018 JUL 19 PM 1:23



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City of Detroit

CITY COUNCIL

GABE LELAND
COUNCIL MEMBER

MEMORANDUM

TO: Maurice Cox, Director
Planning & Development Department

Dave Walker, Design Director West District
Planning & Development Department

Arthur Jemison, Chief of Services & Infrastructure

THRU: The Honorable Council President, Brenda Jones

FROM: Council Member Gabe Leland

DATE: July 20, 2018

RE: Community Planning Sessions

Please advise on what the process is to invite elected officials, community members, and staff to planning sessions related to events hosted by the Planning & Development Department.

CC: Honorable Detroit City Council Members
Mayor's Office, Stephanie Washington