

11/20/18

# **NEW BUSINESS**

**TAKEN FROM THE TABLE**

**Council Member Benson** moved to take from the table an ordinance to amend Chapter 6 of the 1984 Detroit City Code, *Animal Control, Regulation and Care* by amending Article I, *In General*, Section 6-1-1 *Definitions*, to add the definition of the term retractable leash, and Article II, *Proper Treatment and Transportation of Animal*, by amending Section 6-2-2, *Dog restraint; prolonged tethering prohibited under certain circumstances*, to establish the maximum length of leashes used on public property and to forbid the use of retractable leashes on public property when the weight of a dog exceeds 60 pounds, laid on the table November 13, 2018.

**(ROLL CALL)**

The Ordinance was then placed on the order of third reading.

THIRD READING OF ORDINANCE.

The title to the Ordinance was read a third time.

The ordinance was then read.

The question being "Shall this Ordinance Now Pass?"

The Ordinance was passed, a majority of the Council Members present voting therefore as follows:

**ADOPTED AS FOLLOWS  
COUNCIL MEMBERS**

	YEAS	NAYS
Janee AYERS		
Scott BENSON		
Raquel CASTANEDA-LOPEZ		
Gabe LELAND		
Roy MCCALISTER, JR.		
*Mary SHEFFIELD		
Andre SPIVEY		
James TATE		
Brenda PRESIDENT JONES		
*PRESIDENT PRO TEM		

②

**TAKEN FROM THE TABLE**

**Council Member Benson** moved to take from the table an ordinance to amend Chapter 58 of the 1984 Detroit City Code, *Public Transportation, Article IV, Busses, Division 1, Generally*, by amending Section 58-4-1, *Definitions*, and 58-4-7, *Fares and charges for department of transportation bus service*, to lower the age in the definition of senior citizen and to provide for an update on boarding and deboarding locations, and a update of the fare schedule, laid on the table November 13, 2018.

**(ROLL CALL)**

The Ordinance was then placed on the order of third reading.

THIRD READING OF ORDINANCE.

The title to the Ordinance was read a third time.

The ordinance was then read.

The question being "Shall this Ordinance Now Pass?"

The Ordinance was passed, a majority of the Council Members present voting therefore as follows:

**ADOPTED AS FOLLOWS  
COUNCIL MEMBERS**

			YEAS	NAYS
Janee		AYERS		
Scott		BENSON		
Raquel		CASTANEDA-LOPEZ		
Gabe		LELAND		
Roy		MCCALISTER, JR.		
*Mary		SHEFFIELD		
Andre		SPIVEY		
James		TATE		
Brenda	PRESIDENT	JONES		
		*PRESIDENT PRO TEM		

**TAKEN FROM THE TABLE**

Council President Jones, moved to take from the table Proposed Ordinance to amend Chapter 40 of the 1984 Detroit City Code, *Parks and Recreation*; by adding Article VI, titled *Aretha Franklin Amphitheater*, Sections 40-6-1 through 40-6-3 to state the purpose of the Article, to provide a description of the park, and to formally rename the amphitheater previously known as “Chene Park” to be hereinafter known as the “Aretha Franklin Amphitheater.” laid on the table October 30, 2018.



The Ordinance was then placed on the order of third reading.

### THIRD READING OF ORDINANCE.

The title to the Ordinance was read a third time.

The ordinance was then read.

The question being "Shall this Ordinance Now Pass?"

The Ordinance was passed, a majority of the Council Members present voting therefore as follows:

**TAKEN FROM THE TABLE**

Council President Pro Tem Sheffield, moved to take from the table Proposed ordinance to amend Chapter 43, of the 1984 Detroit City Code, *Police, Article VI, Citizens Radio Patrol Assistance Program, Section 43-6-4, Eligible Expenditures*, to incorporate certain expenses pertaining to bicycling as reimbursable expenditures for purpose of the Citizens Radio Patrol Assistance Program; and Section 43-6-6, *Conditions of Assistance*, to protect the value to the City for assistance funds spent on bicycle equipment and maintenance for purposes of the Citizens Radio Patrol Assistance Program.” laid on the table November 7, 2018.

The Ordinance was then placed on the order of third reading.

THIRD READING OF ORDINANCE.

The title to the Ordinance was read a third time.

The ordinance was then read.

The question being "Shall this Ordinance Now Pass?"

The Ordinance was passed, a majority of the Council Members present voting therefore as follows:



## TAKEN FROM THE TABLE

Council Member Tate moved to take from the table an Ordinance to amend Chapter 61 of the 1984 Detroit City Code, "Zoning," commonly known as the Detroit Zoning Ordinance, by amending Article XVII, Zoning map No. 29 to show an SD1 (Special Development District Small-Sale, Mixed-Use) zoning classifications are currently shown on properties abutting to the northeast corner of Kercheval Street and Van Dyke Road, generally bounded by Van Dyke Road on the west, Durand Street on the North, Parker Street on the east and Kercheval Street on the south, laid on the table November 20 , 2018.

The Ordinance was then placed on the order of third reading.

### THIRD READING OF ORDINANCE.

The title to the Ordinance was read a third time.

The ordinance was then read.

The question being "Shall this Ordinance Now Pass?"

The Ordinance was passed, a majority of the Council Members present voting therefore as follows:



## **TAKEN FROM THE TABLE**

Council Member Tate moved to take from the table an Ordinance to amend Chapter 25, Article 2 of the 1984 Detroit City Code by adding Section 25-2-208 to establish the Prince Hall Grand Lodge Historic District and to Define the Elements of Design for the District., laid on the table November 20 , 2018.

6

The Ordinance was then placed on the order of third reading.

THIRD READING OF ORDINANCE.

The title to the Ordinance was read a third time.

The ordinance was then read.

The question being "Shall this Ordinance Now Pass?"

The Ordinance was passed, a majority of the Council Members present voting therefore as follows:

719

### MAYOR'S OFFICE COORDINATORS REPORT

OVERALL STATUS (please circle):  APPROVED  DENIED  N/A  CANCELED

Petition #: 516 Event Name: 46th Annual Noel Night

Event Date : December 1, 2018

Street Closure: None

Organization Name: Midtown Detroit, Inc.

Street Address: 3939 Woodward Avenue Suite 100 Detroit, MI 48201

Receipt date of the <b>COMPLETED</b> Special Events Application:	
Date of City Clerk's Departmental Reference Communication:	
Due date for City Departments reports:	
Due date for the Coordinators Report to City Clerk:	

Event Elements (check all that apply):

- Walkathon       Carnival/Circus       Concert/Performance       Run/Marathon
- Bike Race       Religious Ceremony       Political Ceremony       Festival
- Filming       Parade       Sports/Recreation       Rally/Demonstration
- Fireworks       Convention/Conference       Other: Holiday Festival
- 24-Hour Liquor License

**Petition Communications** (include date/time)

46th Annual Noel Night includes over 100 organizations in Midtown Detroit for winter holiday programming from 11:00am - 10:00pm.

**\*\* ALL permits and license requirements must be fulfilled for an approval status \*\***

Date	Department	N/A	APPROVED	DENIED	Additional Comments
	DPD	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	DPD and Wayne State University Police Assisted Event
	DFD/EMS	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contracted with Hart Medical to Provide Private EMS Services
	DPW	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	No Permits Required
	Health Dept.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	No Permits Required

ENTERED NOV 19 2018 M.T.F. NB (RM) 3-D



Date	Department	N/A	APPROVED	DENIED	Additional Comments
	TED	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	No Barricades Required
	Recreation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	No Jurisdiction
	Bldg & Safety	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	No Jurisdiction
	Bus. License	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	No Jurisdiction
	Mayor's Office	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	All Necessary permits must be obtained prior to event. If permits are not obtained, departments can enforce closure of event.
	Municipal Parking	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	No Jurisdiction
	DDOT	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	No Impact on Buses

**MAYOR'S OFFICE**

Signature: Bethanie Fisher

Date: November 6, 2018

## DEPARTMENTAL REFERENCE COMMUNICATION

*Thursday, August 30, 2018*

*To: The Department or Commission Listed Below*

*From: Janice M. Winfrey, Detroit City Clerk*

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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.

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MAYOR'S OFFICE  
DPW - CITY ENGINEERING DIVISION  
BUILDINGS SAFETY ENGINEERING    BUSINESS LICENSE CENTER  
POLICE DEPARTMENT    FIRE DEPARTMENT

**516**    *Midtown Detroit, request to hold 46th Annual Noel Night at Midtown Detroit-Charlotte to Ferry and Third to St. Antoine on 12/1/18 form 11:00 am to 10:00 pm, set-up on 11/30/18 and Complete tear down on 12/2/18*

## City of Detroit Special Events Application

Successful events are the result of advance planning, effective communication and teamwork. The City of Detroit will be strictly adhering to the Special Events Guidelines; please print them out for reference. Petitioners are required to complete the information below so that the City of Detroit may gain a thorough understanding of the scope and needs of the event. This form must be completed and returned to the Special Events and Film Handling Office at least **60 days** prior to the first date of the event. If submitted later than 60 days prior, application is subject to denial. Please type or print clearly and attach additional sheets and maps as needed.

### Section 1- GENERAL EVENT INFORMATION

Event Name: 46th Annual Noel Night

Event Location: Midtown Detroit- Charlotte to Ferry and Third to St. Antoine

Is this going to be an annual event?  Yes  No

### Section 2- ORGANIZATION/APPLICANT INFORMATION

Organization Name: Midtown Detroit, Inc

Organization Mailing Address: 3939 Woodward, Suite 100, Detroit, MI 48201

Business Phone: 313 420 6000

Business Website: midtowndetroitinc.org

Applicant Name: Mark Loeb

Business Phone: 313 486 2666

Cell Phone: 734 216 3958

Email: mark@integrityshows.com

Event On-Site Contact Person:

Name: Mark Loeb

Business Phone: 313 486 2666

Cell Phone: 734 216 3958

Email: mark@integrityshows.com

Event Elements (check all that apply)

Walkathon

Carnival/Circus

Concert/Performance

Run/Marathon

Bike Race

Religious Ceremony

Political Event

Festival

Filming

Parade

Sports/Recreation

Rally/Demonstration

Convention/Conference

Fireworks

Other: Holiday festival

Projected Number of Attendees: 50000

Please provide a brief description of your event:

Noel Night includes over 100 museums, galleries, churches, schools, restaurants and shops. Winter

**What are the projected set-up, event and tear down dates and times (must be completed)?**

Begin Set-up Date Nov 30 Time: 10:00 Complete Set-up Date: Dec 1 Time: 10:00 am

Event Start Date: Dec. 1 Time: 11 am Event End Date: Dec 1 Time: 10 pm

Begin Tearing Down Date: Dec 1 Complete Tear Down Date: Dec 2

Event Times (If more than one day, give times for each day):

11am until 10pm. Focus on museums in the daytime and shopping, restaurants and entertainment in the evenings.

**Section 3- LOCATION/SITE INFORMATION**

Location of Event: Throughout Detroit's Midtown

Facilities to be used (Check) Street  Sidewalk  Park  City  None

Please attach a copy of Port-a-John, Sanitation, and Emergency Medical Agreements as well as a site plan which illustrates the anticipated layout of your event including the following:

- Public entrance and exit
- Location of merchandising booths
- Location of food booths
- Location of garbage receptacles
- Location of beverage booths
- Location of sound stages
- Location of hand washing sinks
- Location of portable restrooms
- Location of First Aid
- Location of fire lane
- Proposed route for walk/run
- Location of tents and canopies
- Sketch of street closure
- Location of bleachers
- Location of press area
- Sketch of proposed light pole banners

**You will be prompted to upload these attachments upon submitting this form**

**Section 4- ENTERTAINMENT**

Describe the entertainment for this year's event:

Holiday programing inside the organizations. Outdoors stage with a sing-a-long by the Salvation Army

Will a sound system be used?  Yes  No Using portable stage on Wayne State University Property. No structures on city property.

If yes, what type of sound system? Full stage system

Describe specific power needs for entertainment and/or music:

Generators and existing power Any generators will be on Wayne State University property. No generators on city property.

How many generators will be used? One to two

How will the generators be fueled?  
Arrive fueled

Name of vendor providing generators:

Contact Person: MAD Power

Address: 28399 Dartmouth Street

Phone: 248-545-4845

City/State/Zip: Madison Heights, MI 48071

### Section 5- SALES INFORMATION

Will there be advanced ticket sales?  Yes  No

If yes, please describe:

Will there be on-site ticket sales?  Yes  No

If yes, list price(s):

Will there be vending or sales?  Yes  No

If yes, check all that apply:

Food      [ ] Merchandise       Non-Alcoholic Beverages       Alcoholic Beverages

Indicate type of items to be sold:

Food trucks. Beer tent. No outdoor merchandise sales. Some organizations will be selling within their facilities.

All sales will either be inside of permanent businesses or on WSU property.

### Section 6- PUBLIC SAFETY & PARKING INFORMATION

Name of Private Security Company: Tricon Security

Contact Person: Andy

Address: 3011 W Grand Blvd #407, Detroit, MI 48202

Phone: (313) 873-9430

City/State/Zip:

Number of Private Security Personnel Hired Per Shift:

To be determined in conjunction with police department

Are the private security personnel (check all that apply):

Licensed      [ ] Armed       Bonded

How will you advise attendees of parking options?

- Media
- Social media
- Signage

## Section 7- COMMUNICATION & COMMUNITY IMPACT INFORMATION

How will your event impact the surrounding community (i.e. pedestrian traffic, sound carryover, safety)?  
Extensive traffic- pedestrian and vehicular

Have local neighborhood groups/businesses approved your event?

Yes  No

Indicate what steps you have or will take to notify them of your event:  
Most of the organizations and businesses in the area are participating in the event.

## Section 8- EVENT SET-UP

Complete the appropriate categories that apply to the event **Structure**

	How Many?	Size/Height
Booth	<del>XXXXXXXXXX</del>	No structures on City property
Tents (enclosed on 3 sides)	TBD	
Canopy (open on all sides)	TBD	
Staging/Scaffolding	<del>Portable trailer stage</del>	
Bleachers	No	

## Section 9- COMPLETE ALL THAT APPLY

**Emergency medical services?**

Contact Person: Hart Medical, Adam Gotlieb

Address: 1636 Fort Street

City/State/Zip: Detroit, MI 48216

**Name of company providing port-a-johns.** Johns Sanitation

Contact Person: Daniel Docis

Address: 59075 Oasis Center Drive

Phone: (248) 437-0841

City/State/Zip: South Lyon, MI 48178

**Name of private catering company?** NONE

Contact Person:

Address:

Phone:

City/State/Zip:

**SPECIAL USE REQUESTS**

List any streets or possible streets you are requesting to be closed. Include the day, date, and time of requested closing and reopening. Neighborhood Signatures must be submitted with application for approval. **Barricades are not available from the City of Detroit.**

Attach a map or sketch of the proposed area for closure.

**STREET NAME:** No Street Closings

**FROM:** \_\_\_\_\_ **TO:** \_\_\_\_\_

**CLOSURE DATES:** \_\_\_\_\_ **BEG TIME:** \_\_\_\_\_ **END TIME:** \_\_\_\_\_

**REOPEN DATE:** \_\_\_\_\_ **TIME:** \_\_\_\_\_

**STREET NAME:** \_\_\_\_\_

**FROM:** \_\_\_\_\_ **TO:** \_\_\_\_\_

**CLOSURE DATES:** \_\_\_\_\_ **BEG TIME:** \_\_\_\_\_ **END TIME:** \_\_\_\_\_

**REOPEN DATE:** \_\_\_\_\_ **TIME:** \_\_\_\_\_

**STREET NAME:** \_\_\_\_\_

**FROM:** \_\_\_\_\_ **TO:** \_\_\_\_\_

**CLOSURE DATES:** \_\_\_\_\_ **BEG TIME:** \_\_\_\_\_ **END TIME:** \_\_\_\_\_

**REOPEN DATE:** \_\_\_\_\_ **TIME:** \_\_\_\_\_

**STREET NAME:** \_\_\_\_\_

**FROM:** \_\_\_\_\_ **TO:** \_\_\_\_\_

**CLOSURE DATES:** \_\_\_\_\_ **BEG TIME:** \_\_\_\_\_ **END TIME:** \_\_\_\_\_

**REOPEN DATE:** \_\_\_\_\_ **TIME:** \_\_\_\_\_

**STREET NAME:** \_\_\_\_\_

**FROM:** \_\_\_\_\_ **TO:** \_\_\_\_\_

**CLOSURE DATES:** \_\_\_\_\_ **BEG TIME:** \_\_\_\_\_ **END TIME:** \_\_\_\_\_

**REOPEN DATE:** \_\_\_\_\_ **TIME:** \_\_\_\_\_

**PLEASE ADD IMPORTANT INFORMATION BELOW AND ATTACH A COPY OF THE FOLLOWING:**

- 1) **CERTIFICATE OF INSURANCE**
- 2) **EMERGENCY MEDICAL AGREEMENT**
- 3) **SANITATION AGREEMENT**
- 4) **PORT-A-JOHN AGREEMENT**
- 5) **COMMUNITY COMMUNICATION**



**AUTHORIZATION & AFFADAVIT OF APPLICANT**

I certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief that I have read, understood and agreed to abide by the rules and regulations governing the proposed Special Event, and I understand that this application is made subject to the rules and regulations established by the Mayor or the Mayor’s designee. Applicant agrees to comply with all other requirements of the City, County, State, and Federal Government and any other applicable entity, which may pertain to Special Events. I further agree to abide by these rules, and further certify that I, on behalf of the Event agree to be financially responsible for any costs and fees that may be incurred by or on behalf of the Event, to the City of Detroit.

Signed via BeantreeDocu.com  
*Mark Steven Loeb*  
Key: e531ea10b02b9e07dfe07c94c2330766

08/24/2018

Signature of Applicant

Date

NOTE: Completion of this form does not constitute approval of your event. Pending review by the Special Events Management Team, you will be notified of any requirements, fees, and/or restrictions pertaining to your event.

**HOLD HARMLESS AND INDEMNIFICATION**

The Applicant agrees to indemnify and hold the City of Detroit (which includes its agencies, officers, elected officials, appointed officials and employees) harmless from and against injury, loss, damage or liability (or any claims in respect of the foregoing including claims for personal injury and death, damage to property, and reasonable outside attorney’s fees) arising from activities associated with this permit, except to the extent attributable to the gross negligence or intentional act or omission of the City.

Applicant affirms that Applicant has read and understands the Hold Harmless and Indemnification provision and agrees to the terms expressed therein.

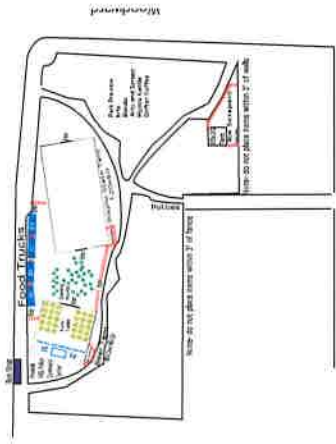
**Event Name:** Noel Night **Event**  
**Date:** December 1, 2018

**Event Organizer:**  
Midtown Detroit, Inc.

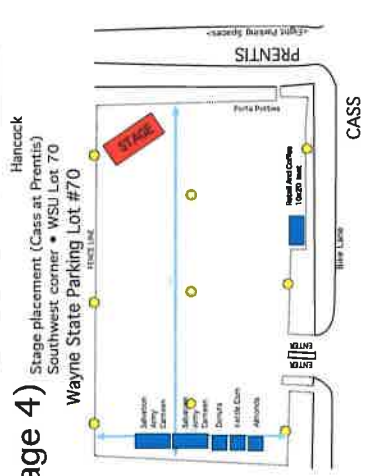
Signed via BeantreeDocu.com  
*Mark Steven Loeb*  
Key: e531ea10b02b9e07dfe07c94c2330766  
**Applicant Signature:** \_\_\_\_\_  
**Date:** 08/24/2018



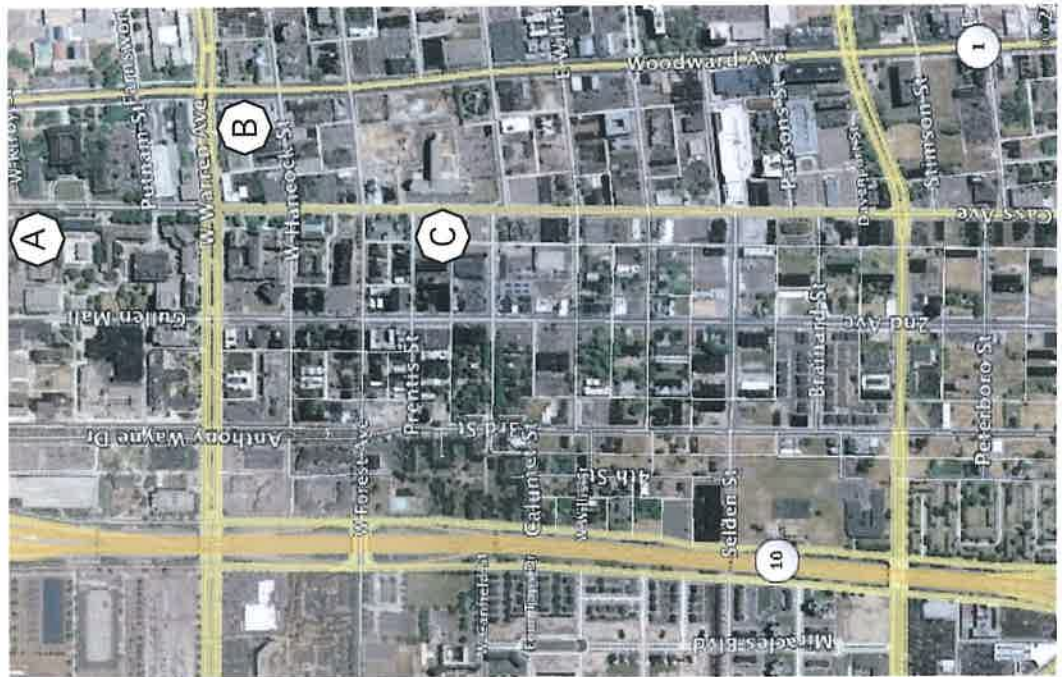
**A** Wayne State (Page 2)-  
By Reuther Library  
1- 20x40 Tent  
Potties



**B** Wayne State (Page 3)-  
Woodward & Warren  
Southwest Corner  
1- 60x120 tent (WSU)  
1- 60x60 tent (Midtown)  
1- 20x20 tent (Midtown)  
Food Trucks  
Potties & Generators



**C** Wayne State Lot 70 (Page 4)  
Cass at Prentiss  
Southwest Corner  
Portable Stage  
Snack Foods  
Salvation Army  
Potties  
Generator



Ruether Library

20 x 40  
Tent

Tickets  
Crafts  
Bake Sale

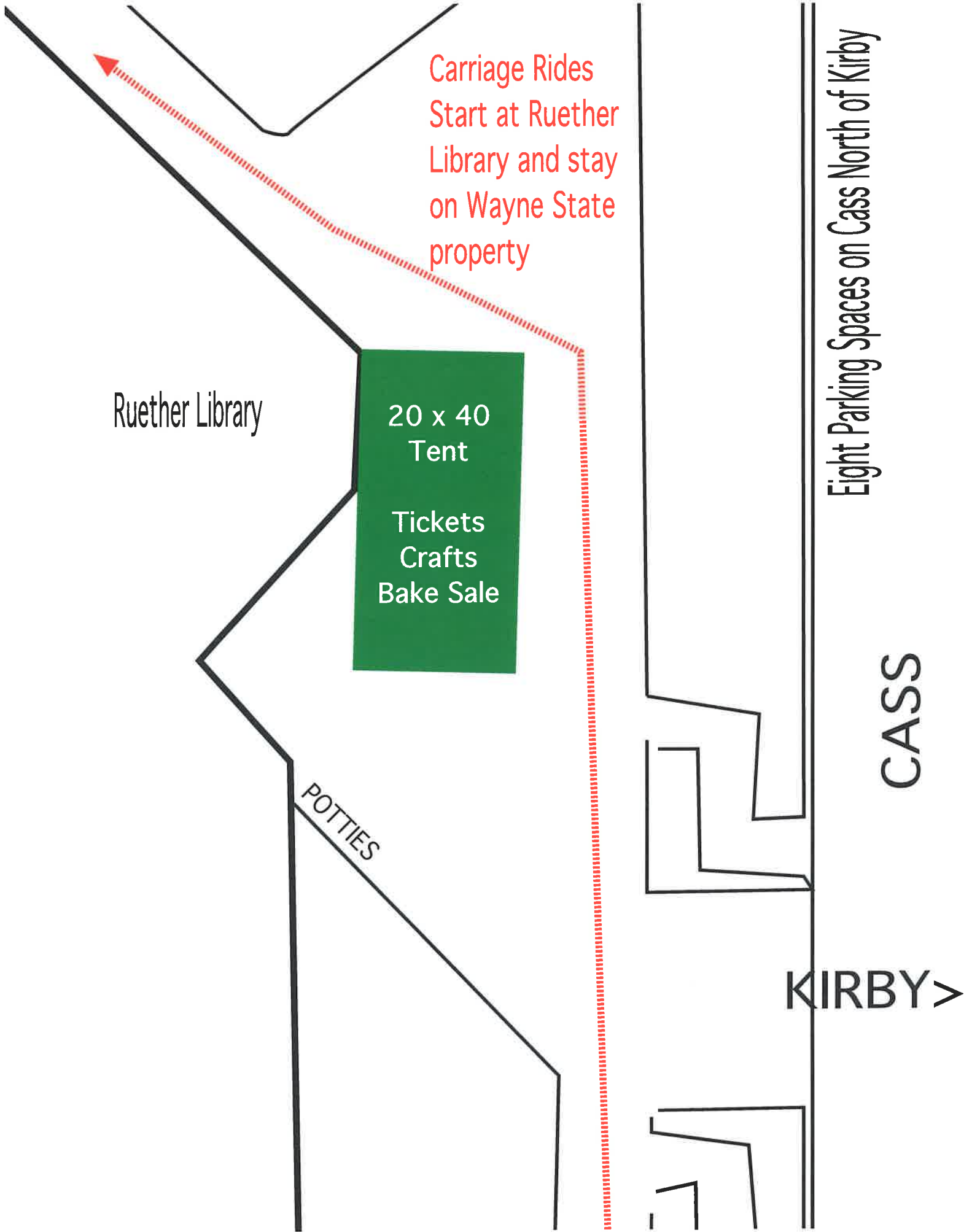
POTTIES

Carriage Rides  
Start at Ruether  
Library and stay  
on Wayne State  
property

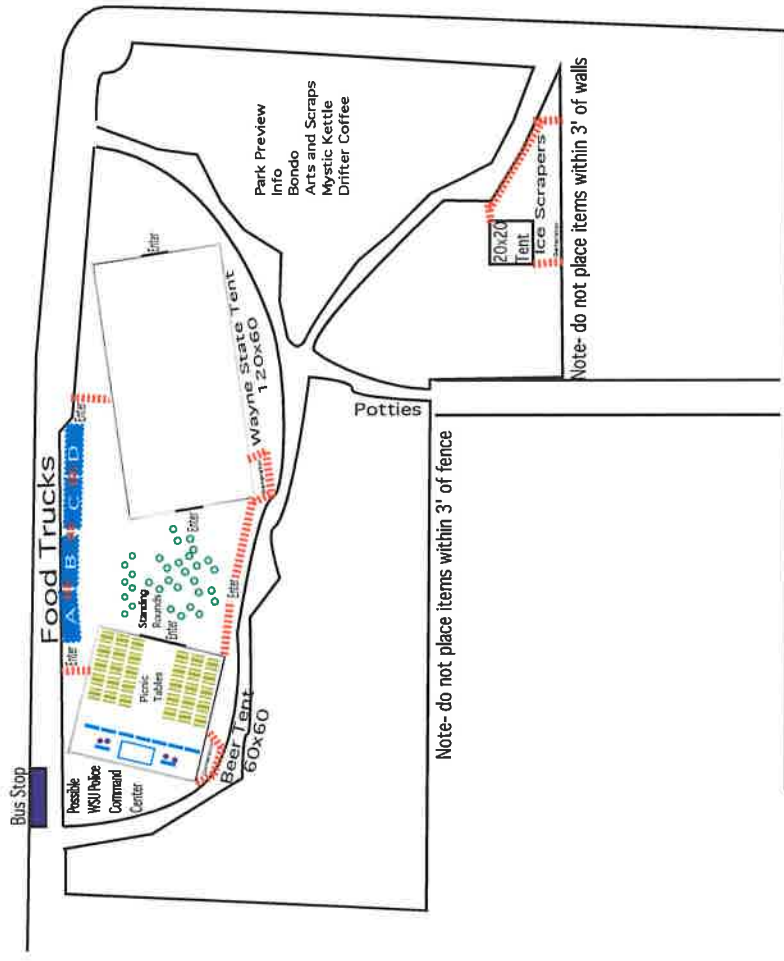
Eight Parking Spaces on Cass North of Kirby

CASS

KIRBY >



Warren



Woodward

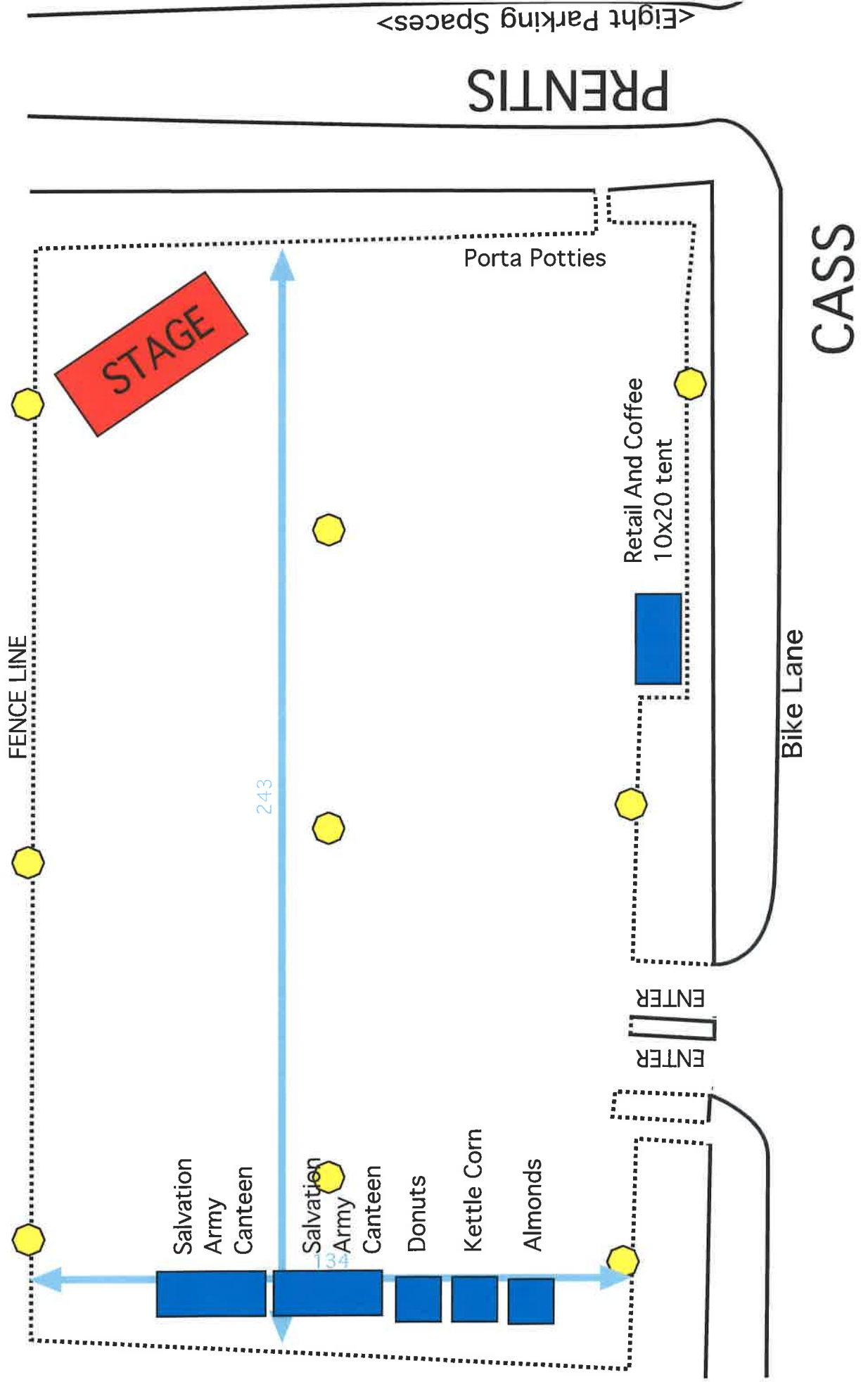
Note- do not place items within 3' of fence

Note- do not place items within 3' of walls

Hancock

# Stage placement (Cass at Prentiss) Southwest corner • WSU Lot 70

## Wayne State Parking Lot #70



# John's Sanitation Inc.

# INVOICE

54175 Dale Court  
 Southfield, MI 48034  
 Phone 248-477-1100 Fax 248-477-1100  
 E-mail john@jss.com

DATE: 11/1/2018  
 INVOICE: 441662  
 P.O. Number

**Bills to:** **From:**  
 Birmingham Office  
 441662  
 54175 Dale Court  
 Southfield, MI 48034  
 Fax: 248-477-1100

DESCRIPTION	QUANTITY	RATE	AMOUNT
PROPRIETARY HAND WIPER (W/Hand) 1000/roll	1	1000.00	1000.00
PROPRIETARY HAND WIPER 1000/roll	1	250.00	250.00

Collected from  
 1 regular 1000/roll to 2000/roll  
 1 regular 1000/roll to 2000/roll  
 1 regular 1000/roll to 2000/roll  
 1 regular 1000/roll to 2000/roll

*Mark Lach*

Total	\$1250.00
Deposit	
Partial	
<b>BALANCE</b>	<b>\$1250.00</b>

Make all charges payable to John's Sanitation Inc.  
 VISA, MasterCard & Discover are accepted.  
 Buildings must be clean & fully prepared. A 3% service fee  
 will be added to invoices that are not submitted 10 days after event.

HART EMS MEDICAL SERVICES PLLC  
220 Bagley Suite 912  
Detroit, MI 48226  
Phone 313-366-4278 Fax 313-216-1771

October 26, 2018

This is to confirm that HART EMS MEDICAL SERVICES PLLC (HART) will provide on-site medical service **Midtown Detroit, Inc Noel Night (Midtown)** at Midtown3939 Woodward Detroit, MI 48202 on the following date(s) and time(s):

**Saturday, December 1st, 2018 11:00am-10:30p,**

HART EMS MEDICAL SERVICES PLLC will provide these on-site standby services:  
2 Life Support Ambulances @ \$175.00 ea/per hour

The total amount due for 11.5 hours: \$4,025.00

MIDTOWN will provide the following:

- Proper egress for ambulance
- Location for First Aid
- Any necessary credentials
- Parking Passes for HART EMS MEDICAL SERVICES PLLC staff vehicles
- Bathroom Facilities
- Contact Person name
- Ice & Water for patient use

It is understood that all on-site medical facilities and ambulances have a limited capacity, and should other emergency resources be called in by mutual agreement of both HART and MIDTOWN that HART will be held harmless for any overtaxing of its resources and will not be held responsible for other costs incurred. It is further understood that the request for services is as outlined above and designed by MIDTOWN. HART assumes no responsibility for the planning and accuracy of it. Should the request for transport result in overtaxing of resources contracted for, HART will, at its' discretion, call for transport via city or private provider. HART assumes no responsibility for availability or response capabilities of outside ambulance services. It is understood by the parties that HART is held accountable for medical treatments by the governing county agencies and must adhere to all policies and procedures pertaining to medical provision. HART, its staff, and agents shall be held harmless for any incidents arising from this event. Furthermore, any treatment provided by other contracted, volunteer agencies or employees will not be the responsibility of HART and will be held harmless for any liability resulting in treatment by other agencies, either contracted or volunteered. Premature termination of the event shall not result in discount or refund of any kind from HART.

The balance is due in full to a HART EMS MEDICAL SERVICES PLLC supervisor before the end of the event.

AGREED:

\_\_\_\_\_  
Adam Gottlieb  
HART EMS MEDICAL SERVICES PLLC

\_\_\_\_\_  
Mark Loeb  
Midtown Detroit, Inc

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# City of Detroit Special Events Application

Successful events are the result of advance planning, effective communication and teamwork. The City of Detroit will be strictly adhering to the Special Events Guidelines; please print them out for reference. Petitioners are required to complete the information below so that the City of Detroit may gain a thorough understanding of the scope and needs of the event. This form must be completed and returned to the Special Events and Film Handling Office at least **60 days** prior to the first date of the event. If submitted later than 60 days prior, application is subject to denial. Please type or print clearly and attach additional sheets and maps as needed.

## Section 1- GENERAL EVENT INFORMATION

Event Name: 46th Annual Noel Night

Event Location: Midtown Detroit- Charlotte to Ferry and Third to St. Antoine

Is this going to be an annual event?  Yes  No

## Section 2- ORGANIZATION/APPLICANT INFORMATION

Organization Name: Midtown Detroit, Inc

Organization Mailing Address: 3939 Woodward, Suite 100, Detroit, MI 48201

Business Phone: 313 420 6000

Business Website: midtowndetroitinc.org

Applicant Name: Mark Loeb

Business Phone: 313 486 2666

Cell Phone: 734 216 3958

Email: mark@integrityshows.com

Event On-Site Contact Person:

Name: Mark Loeb

Business Phone: 313 486 2666

Cell Phone: 734 216 3958

Email: mark@integrityshows.com

Event Elements (check all that apply)

Walkathon

Carnival/Circus

Concert/Performance

Run/Marathon

Bike Race

Religious Ceremony

Political Event

Festival

Filming

Parade

Sports/Recreation

Rally/Demonstration

Convention/Conference

Fireworks

Other: Holiday festival

Projected Number of Attendees: 50000

Please provide a brief description of your event:

CITY CLERK 30 AUG 2018 4:42 PM

Noel Night includes over 100 museums, galleries, churches, schools, restaurants and shops. Winter



**What are the projected set-up, event and tear down dates and times (must be completed)?**

Begin Set-up Date Nov 30 Time: 10:00 Complete Set-up Date: Dec 1 Time: 10:00 am

Event Start Date: Dec. 1 Time: 11 am Event End Date: Dec 1 Time: 10 pm

Begin Tearing Down Date: Dec 1 Complete Tear Down Date: Dec 2

Event Times (If more than one day, give times for each day):

11am until 10pm. Focus on museums in the daytime and shopping, restaurants and entertainment in the evenings.

**Section 3- LOCATION/SITE INFORMATION**

Location of Event: Throughout Detroit's Midtown

Facilities to be used (Check) Street Sidewalk Park City

Please attach a copy of Port-a-John, Sanitation, and Emergency Medical Agreements as well as a site plan which illustrates the anticipated layout of your event including the following:

- Public entrance and exit
- Location of merchandising booths
- Location of food booths
- Location of garbage receptacles
- Location of beverage booths
- Location of sound stages
- Location of hand washing sinks
- Location of portable restrooms
- Location of First Aid
- Location of fire lane
- Proposed route for walk/run
- Location of tents and canopies
- Sketch of street closure
- Location of bleachers
- Location of press area
- Sketch of proposed light pole banners

**You will be prompted to upload these attachments upon submitting this form**

**Section 4- ENTERTAINMENT**

Describe the entertainment for this year's event:

Holiday programing inside the organizations. Outdoors stage with a sing-a-long by the Salvation Army

Will a sound system be used?  Yes  No

If yes, what type of sound system? Full stage system

Describe specific power needs for entertainment and/or music:

Generators and existing power

How many generators will be used? One to two

How will the generators be fueled?  
Arrive fueled

Name of vendor providing generators:

Contact Person: MAD Power

Address: 28399 Dartmouth Street

Phone: 248-545-4845

City/State/Zip: Madison Heights, MI 48071

**Section 5- SALES INFORMATION**

Will there be advanced ticket sales?  Yes  No

If yes, please describe:

Will there be on-site ticket sales?  Yes  No

If yes, list price(s):

Will there be vending or sales?  Yes  No

If yes, check all that apply:

- Food
- Merchandise
- Non-Alcoholic Beverages
- Alcoholic Beverages

Indicate type of items to be sold:

Food trucks. Beer tent. No outdoor merchandise sales. Some organizations will be selling within their facilities.

**Section 6- PUBLIC SAFETY & PARKING INFORMATION**

Name of Private Security Company: Tricon Security

Contact Person: Andy

Address: 3011 W Grand Blvd #407, Detroit, MI 48202

Phone: (313) 873-9430

City/State/Zip:

Number of Private Security Personnel Hired Per Shift:

To be determined in conjunction with police department

Are the private security personnel (check all that apply):

- Licensed
- Armed
- Bonded

How will you advise attendees of parking options?

- Media
- Social media
- Signage

### Section 7- COMMUNICATION & COMMUNITY IMPACT INFORMATION

How will your event impact the surrounding community (i.e. pedestrian traffic, sound carryover, safety)?  
Extensive traffic- pedestrian and vehicular

Have local neighborhood groups/businesses approved your event?  Yes  No

Indicate what steps you have or will take to notify them of your event:  
Most of the organizations and businesses in the area are participating in the event.

### Section 8- EVENT SET-UP

Complete the appropriate categories that apply to the event Structure

	How Many?	Size/Height
Booth	3-5	Food Trucks
Tents (enclosed on 3 sides)	TBD	
Canopy (open on all sides)	TBD	
Staging/Scaffolding	Portable trailer	stage
Bleachers	No	

### Section 9- COMPLETE ALL THAT APPLY

Emergency medical services?

Contact Person: Hart Medical, Adam Gottlieb

Address: 1636 Fort Street

City/State/Zip: Detroit, MI 48216

Name of company providing port-a-johns: Johns Sanitation

Contact Person: Daniel Docis

Address: 59075 Oasis Center Drive

Phone: (248) 437-0841

City/State/Zip: South Lyon, MI 48178

Name of private catering company? NONE

Contact Person:

Address:

Phone:

City/State/Zip:

**SPECIAL USE REQUESTS**

List any streets or possible streets you are requesting to be closed. Include the day, date, and time of requested closing and reopening. Neighborhood Signatures must be submitted with application for approval. **Barricades are not available from the City of Detroit.**

Attach a map or sketch of the proposed area for closure.

STREET NAME: No Street Closings

FROM: \_\_\_\_\_ TO: \_\_\_\_\_

CLOSURE DATES: \_\_\_\_\_ BEG TIME: \_\_\_\_\_ END TIME: \_\_\_\_\_

REOPEN DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

STREET NAME: \_\_\_\_\_

FROM: \_\_\_\_\_ TO: \_\_\_\_\_

CLOSURE DATES: \_\_\_\_\_ BEG TIME: \_\_\_\_\_ END TIME: \_\_\_\_\_

REOPEN DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

STREET NAME: \_\_\_\_\_

FROM: \_\_\_\_\_ TO: \_\_\_\_\_

CLOSURE DATES: \_\_\_\_\_ BEG TIME: \_\_\_\_\_ END TIME: \_\_\_\_\_

REOPEN DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

STREET NAME: \_\_\_\_\_

FROM: \_\_\_\_\_ TO: \_\_\_\_\_

CLOSURE DATES: \_\_\_\_\_ BEG TIME: \_\_\_\_\_ END TIME: \_\_\_\_\_

REOPEN DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

STREET NAME: \_\_\_\_\_

FROM: \_\_\_\_\_ TO: \_\_\_\_\_

CLOSURE DATES: \_\_\_\_\_ BEG TIME: \_\_\_\_\_ END TIME: \_\_\_\_\_

REOPEN DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

**PLEASE ADD IMPORTANT INFORMATION BELOW AND ATTACH A COPY OF THE FOLLOWING:**

- 1) **CERTIFICATE OF INSURANCE**
- 2) **EMERGENCY MEDICAL AGREEMENT**
- 3) **SANITATION AGREEMENT**
- 4) **PORT-A-JOHN AGREEMENT**
- 5) **COMMUNITY COMMUNICATION**

**AUTHORIZATION & AFFADAVIT OF APPLICANT**

I certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief that I have read, understood and agreed to abide by the rules and regulations governing the proposed Special Event, and I understand that this application is made subject to the rules and regulations established by the Mayor or the Mayor's designee. Applicant agrees to comply with all other requirements of the City, County, State, and Federal Government and any other applicable entity, which may pertain to Special Events. I further agree to abide by these rules, and further certify that I, on behalf of the Event agree to be financially responsible for any costs and fees that may be incurred by or on behalf of the Event, to the City of Detroit.

eSigned via SmartFaxDoc.com  
*Mark Steven Loeb*  
Key: e337ba10b02b9c0f34cc7c94c2330705

08/24/2018

Signature of Applicant

Date

NOTE: Completion of this form does not constitute approval of your event. Pending review by the Special Events Management Team, you will be notified of any requirements, fees, and/or restrictions pertaining to your event.

**HOLD HARMLESS AND INDEMNIFICATION**

The Applicant agrees to indemnify and hold the City of Detroit (which includes its agencies, officers, elected officials, appointed officials and employees) harmless from and against injury, loss, damage or liability (or any claims in respect of the foregoing including claims for personal injury and death, damage to property, and reasonable outside attorney's fees) arising from activities associated with this permit, except to the extent attributable to the gross negligence or intentional act or omission of the City.

Applicant affirms that Applicant has read and understands the Hold Harmless and Indemnification provision and agrees to the terms expressed therein.

**Event Name:** Noel Night **Event**  
**Date:** December 1, 2018

**Event Organizer:**  
Midtown Detroit, Inc.

eSigned via SmartFaxDoc.com  
*Mark Steven Loeb*  
Key: e337ba10b02b9c0f34cc7c94c2330705  
**Applicant Signature:** \_\_\_\_\_

**Date:** 08/24/2018

2018-08-30

516

516 *Petition of Midtown Detroit, request to hold 46th Annual Noel Night at Midtown Detroit-Charlotte to Ferry and Third to St. Antoine on 12/1/18 form 11:00 am to 10:00 pm, set-up on 11/30/18 and Complete tear down on 12/2/18*

---

REFERRED TO THE FOLLOWING DEPARTMENT(S)

MAYOR'S OFFICE  
DPW - CITY ENGINEERING DIVISION  
BUILDINGS SAFETY ENGINEERING BUSINESS  
LICENSE CENTER  
POLICE DEPARTMENT FIRE DEPARTMENT

258

**MAYOR'S OFFICE COORDINATORS REPORT**

OVERALL STATUS (please circle):  **APPROVED**  **DENIED**  **N/A**  **CANCELED**

Petition #: 564 Event Name: Menorah in the D

Event Date : December 2, 2018

Street Closure: Cadillac Square

Organization Name: The Shul Chaba - Lubavitch

Street Address: 6890 W. Maple Road West Bloomfield, MI 48322

Receipt date of the <b>COMPLETED</b> Special Events Application:	
Date of City Clerk's Departmental Reference Communication:	
Due date for City Departments reports:	
Due date for the Coordinators Report to City Clerk:	

Event Elements (check all that apply):

- Walkathon
- Carnival/Circus
- Concert/Performance
- Run/Marathon
- Bike Race
- Religious Ceremony
- Political Ceremony
- Festival
- Filming
- Parade
- Sports/Recreation
- Rally/Demonstration
- Fireworks
- Convention/Conference
- Other: \_\_\_\_\_
- 24-Hour Liquor License

**Petition Communications** (include date/time)

Annual Menorah Lighting event to celebrate Chanukkah on eastbound Cadillac Square between Bates and Woodward from 4:30pm - 6:30pm. The Menorah will also be placed in Cadillac Square for the entire holiday season from 12-2-18 to 1-2-19.

**\*\* ALL permits and license requirements must be fulfilled for an approval status \*\***

Date	Department	N/A	APPROVED	DENIED	Additional Comments
	DPD	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	DPD Assisted Event; Contracted with Rock Security to Provide Private Security Services
	DFD/EMS	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contracted with Hart Medical to Provide Private EMS Services
	DPW	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	ROW Permit Required for Street Closure
	Health Dept.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>No Permits Required</b>

ENTERED NOV 19 2018 M.T.F. NB (JA) 3-0

CITY CLERK 2018 NOV 19 4:11 PM



Date	Department	N/A	APPROVED	DENIED	Additional Comments
	TED	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Type III Barricades & Road Closure Signage Required
	Recreation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Application Received & Approved as Presented
	Bldg & Safety	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Pending Inspection of Menorah
	Bus. License	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	No Jurisdiction
	Mayor's Office	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	All Necessary permits must be obtained prior to event. If permits are not obtained, departments can enforce closure of event.
	Municipal Parking	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Purchase of Parking Meters Required
	DDOT	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	No Impact on Buses

**MAYOR'S OFFICE**

Signature: Bethanie Justice

Date: November 6, 2018

HART EMS MEDICAL SERVICES PLLC  
220 Bagley, Suite 912  
Detroit, MI 48226  
Phone 313-366-4278 Fax 313-216-1771

October 27, 2018

This is to confirm that HART EMS MEDICAL SERVICES PLLC (HART) will provide on-site medical service for The Shul Chabad-Lubavitch(SCL); 2018 Menorah in the D at Cadillac Square in Detroit, MI on the following date(s) and time(s):  
**Sunday December 2, 2018 4:30p-6:00p**

**Total estimated hours = 1.5 hours**

HART will provide these on-site standby services:

One (1) Life Support Ambulance and one (1) additional Medical Provider @\$175.00 /hr.

Estimated total amount for your event: \$262.50

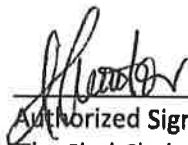
SCL will provide the following:

- Proper egress for Ambulance
- Location for First Aid
- Any necessary credentials
- Parking Passes for HART EMS MEDICAL SERVICES PLLC staff vehicles
- Bathroom Facilities
- Contact Person name
- Ice & Water for patient use

It is understood that all on-site medical facilities and ambulances have a limited capacity and should other emergency resources be called in by mutual agreement of both HART and SCL, that HART will be held harmless for any overtaxing of its resources and will not be held responsible for other costs incurred. It is further understood that the request for services is as outlined above and designed by SCL. HART assumes no responsibility for the planning and accuracy of it. Should the request for transport result in overtaxing of resources contracted for, HART will, at its' discretion, call for transport via city or private provider. HART assumes no responsibility for availability or response capabilities of outside ambulance services. It is understood by the parties that HART is held accountable for medical treatments by the governing county agencies and must adhere to all policies and procedures pertaining to medical provision. HART, its staff, and agents shall be held harmless for any incidents arising from this event. Furthermore, any treatment provided by other contracted, volunteer agencies or employees will not be the responsibility of HART and will be held harmless for any liability resulting in treatment by other agencies, either contracted or volunteered. Premature termination of the event shall not result in discount or refund of any kind from HART. Payment is due upon completion of event.

AGREED:

\_\_\_\_\_  
Adam Gottlieb  
HART EMS MEDICAL SERVICES PLLC

  
\_\_\_\_\_  
Authorized Signer for  
The Shul Chabad-Lubavitch

\_\_\_\_\_  
Date

10-29-18  
Date

**City of Detroit**  
OFFICE OF THE CITY CLERK

Janice M. Winfrey  
City Clerk

Caven West  
Deputy City Clerk/Chief of Staff

**DEPARTMENTAL REFERENCE COMMUNICATION**

*Friday, November 02, 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.

---

POLICE DEPARTMENT    DPW - CITY ENGINEERING DIVISION  
PLANNING AND DEVELOPMENT DEPARTMENT    MAYOR'S OFFICE  
FIRE DEPARTMENT    TRANSPORTATION DEPARTMENT  
MUNICIPAL PARKING DEPARTMENT

**564**    *The Shul Chabad-Lubavitch, request to hold "Menorah in the D" at Cadillac Square on December 2, 2018 from 4:30 PM to 6:30 PM with the temporary closure of Cadillac Square East, Set up to begin on 11--18 and tear down to end on 1-2-19.*

## City of Detroit Special Events Application

Successful events are the result of advance planning, effective communication and teamwork. The City of Detroit will be strictly adhering to the special events guidelines, please print them out for reference. You are required to complete the information below so that the City of Detroit can gain a thorough understanding of the scope and needs of the event. This form must be completed and returned to the City of Detroit Clerk's Office at least 60 days prior to the first day of the event. If submitted later than 60 days prior, application is subject to denial. Please type or print clearly and attach additional sheets or maps as needed.

### Section 1- GENERAL EVENT INFORMATION

Event Name: Menorah in the D  
Event Location: Cadillac Square

### Section 2- ORGANIZATION/APPLICANT INFORMATION

Organization Name: The Shul Chabad-Lubavitch  
Organization Mailing Address: 6890 W. Maple Road, West Bloomfield MI 48322  
Business Phone: 248-788-4000 Business Fax:  
Federal Tax ID # 20-1370223

*If registered as a non-profit, indicate non-profit ID number and attach a copy of the certificate.*

Applicant Name: Rachel Taubman-Glickfeld  
Title/Role: Event Planner, Taubman Events  
Email Address: rachel@taubmanevents.com  
Mailing Address: 25925 York Road, Royal Oak, MI 48067  
Business Phone: 248-444-5656 Business Fax::

Event On-Site Contact Person:  
Mailing Address: Same as above  
Business Phone: Business Fax:

*List name/phone number of person(s) authorized to make decisions for the organization/event (indicate role/responsibility).*

List Event Sponsors: The Shul, The Jewish Federation of Metro Detroit, Quicken Loans, Chabad of Greater Downtown Detroit  
Event Elements (check all that apply)

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Walkathon             | <input type="checkbox"/> Carnival/Circus   | <input checked="" type="checkbox"/> Concert/Performance |
| <input type="checkbox"/> Run/Marathon          | <input type="checkbox"/> Bike Race         | <input checked="" type="checkbox"/> Religious Ceremony  |
| <input type="checkbox"/> Political Event       | <input type="checkbox"/> Festival          | <input type="checkbox"/> Filming                        |
| <input type="checkbox"/> Parade                | <input type="checkbox"/> Sports/Recreation | <input type="checkbox"/> Rally/Demonstration            |
| <input type="checkbox"/> Convention/Conference | <input type="checkbox"/> Fireworks         | <input type="checkbox"/> Other: _____                   |

Provide a brief description of your event:

Menorah in the D is an annual community-wide menorah lighting event to celebrate Chanukkah. Hosted by The Shul Chabad-Lubavitch in partnership with The Jewish Federation & Chabad of Greater Downtown Detroit, with general support from Quicken Loans and other sponsors.

What are the projected set-up, event and tear down dates and times (must be completed)?

Begin Set-up Date & Time: 11-29-18 @ 6am Complete Set-up Date & Time: 11-29-18 @ 6pm, 12-2-18 @ 4pm

Event Start Date & Time: 12-2 @ 4:30pm Event End Date & Time: 12-2-18 @ 6:30pm

Begin Tearing Down Date: 12-2 Complete Tear Down Date: 1-2-19 menorah take down

Event Times (If more than one day, give times for each day):

event take-down  
Event to take place 12-2-18 from 4:30pm-6:30pm

Is this the first time you have held this event in the City of Detroit?  Yes  No

If no, what years has the event been held in Detroit?

this is our 8th year

When was the event last held in Detroit?

12-12-17

Where was the event last held in Detroit?

Monroe parking lot

What were the hours last year?

5-7pm

Project Attendance This Year (Minimum - Maximum)?

1000-2000

What is the basis for your projected attendance?

previous years attendance

Please describe your anticipated/ target audience:

Is this going to be an annual event?  Yes  No

If yes, do you have a preferred/proposed for next year?

Chanukkah

If a parade is planned. Indicate elements (check all that apply):

no

[ ] People [ ] Balloons

[ ] Floats [ ] Animals

[ ] Vehicles [ ] Other: \_\_\_\_\_

[ ] Bands

If animals included, specify type, number and how used.

no

Name of business supplying animal(s):

Contact Person:

Address:

Phone:

City/State/Zip:

Section 3- LOCATION/SITE INFORMATION

Location of Event: Cadillac Square

Facilities to be used (circle): Street Sidewalk Park City Facility

Please attach a site plan which illustrates the anticipated layout of your event including the following:

- Public entrance and exit
-Location of merchandising booths
-Location of food booths
-Location of garbage receptacles
-Location of beverage booths
-Location of sound stages
-Location of hand washing sinks
-Location of portable restrooms
-Location of First Aid
-Location of fire lane
-Proposed route for walk/run
-Location of tents and canopies
-Sketch of street closure
-Location of bleachers
-Location of press area
-Sketch of proposed light pole banners

Section 4- ENTERTAINMENT

What type of entertainment will be used? (check all that apply)

- X Singers X Magician
X Musicians [ ] Story Telling
[ ] Comedians [ ] Other:

Describe the entertainment for this year's event: Musicians, Singers a magic show from Detroit Circus and candle lighting

List proposed entertainers and/or bands performing at the event: Avy Schreiber Band, Detroit Circus

Will a sound system be used? X Yes [ ] No

If yes, what type of sound system? TBD with AV7 Productions

[ ] Acoustic-audible, sound heard within natural range

X Amplified-augmented, sound increased to broaden range

The amplified sound will be used: for ceremony + prior between 4:30-6pm

Will the event consist of a musical concert? [ ] Yes X No Just one musician

If yes, what type of music? (check all that apply)

- X Live [ ] Recorded [ ] Karaoke/Lip-synch

Describe specific power needs for entertainment and/or music: TBD

How many generators will be used? one

How will the generators be fueled? AV7 Productions: gas

Name of vendor providing generators:

Contact Person: Dan Newman 586-489-3097

Address:

Phone: 586-489-3097

City/State/Zip:

dan@av7productions.com

Section 5- COMMUNICATION/ADVERTISING STRATEGY

Check all applicable boxes that describe the type of promotion you plan to use to attract participants:

[ ] Radio (Specify stations):

[ ] Television (Specific stations):

Newspapers (specify papers): Detroit Jewish News

Web site (identify web address): www.memorahinthe d.com

Public Relations or Marketing Firm (Specify): Robin Schwartz, PR

Contact Info:

[ ] Raffle (List Item(s)):

[ ] Billboards

Flyers

[ ] Street Banners

[ ] Other (specify):

NOTE: All raffles subject to laws of State/City.

Section 6- SALES INFORMATION

Will there be advanced ticket sales?  Yes  No

If yes, please describe:

Will there be on-site ticket sales?  Yes  No

If yes, list price(s):

Will food be sold?  Yes  No

If yes, please pick up Special Events Vendor Packet in Suite 105:

Will merchandise be sold?  Yes  No

If yes, describe:

Will a percentage of the proceeds be distributed to a charitable organization?  Yes  No

If yes, describe:

If the event is a fundraiser, identify charity or recipient of funds:

Will there be vending or sales?  Yes  No

If yes, check all that apply:

[ ] Food

[ ] Merchandise

[ ] Non-Alcoholic Beverages

[ ] Alcoholic Beverages

[ ] Other (specify):

Indicate type of items to be sold:

none

Will these be exclusive vendors or outside vendors? (please describe): \_\_\_\_\_

**Section 7- PUBLIC SAFETY & PARKING INFORMATION**

Name of Private Security Company: Existing park contract security will be used.

Contact Person: Marc Everett, Rock Security

Address: Chase Tower 601 Woodward Ave Phone: \_\_\_\_\_

City/State/Zip: Detroit, MI 48226

Number of Private Security Personnel Hired Per Shift: 15

Are the private security personnel (check all that apply):

Licensed

Armed

Bonded

Describe the emergency evacuation plan: working with Rock Security Team

Describe the parking plan to accommodate anticipated attendance: parking structure w/al

How will you advise attendees of parking options? Email, Facebook, Ads

Are you seeking a group parking rate? yes with Quicken Loans

**Section 8- COMMUNITY IMPACT INFORMATION**

How will your event impact the surrounding community (i.e. pedestrian traffic, sound carryover, safety)? Alter traffic flow but be confined in Cadillac Square

Have local neighborhood groups/businesses approved your event?  Yes  No

Indicate what steps you have or will take to notify them of your event: Quicken Loans is a sponsor of the event.

Indicate contact names and phone numbers (for verification) or attach approved letter(s):  
George Roberts, georgemroberts@quickenloans.com

**Section 9- EVENT SET-UP**

Complete the appropriate categories that apply to the event.

**Structure**

How Many? \_\_\_\_\_

Size/Height \_\_\_\_\_

Booth none

Tent (enclosed on 3 sides) none



Canopy (open on all sides)

2 (10x10 each)

Staging/Scaffolding

1 stage size TBD

Bleachers

Company:

Grill

Gas

Charcoal

Electrical

Propane

Fireworks (Pyrotechnics)

Aerial

Stage

Provide Sketch:

Portable Restrooms:

Standard

ADA Accessible

Vehicles

Type/Weight:

Other:

using marshmallow roasting fire pits  
same as prior years.

NOTE: Specific requirements must be met and special approval must be received by the Detroit Fire Department.

Will additional electrical wiring need to be installed? Specify locations, voltage, amperage, and phase.

NO

Will additional utility services be used (power, water, etc.)? Please describe.

NO

Do you plan a fireworks display? List dates, time, location, vendor, and attach certificate of insurance.

NO

**Section 10- COMPLETE ALL THAT APPLY**

Name of Sanitation Company collecting refuse and garbage? DDP

Contact Person: Racheal Allen

Address: 313 - 495 - 1304

Phone: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Name of company providing emergency medical services?

Contact Person: Hart Medical, Adam Gottlieb

Address: 248 - 789 - 3648

City/State/Zip: \_\_\_\_\_

Name of company providing porta-johns.

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Name of private catering company?

Contact Person: Chef Cari Herskowitz

Address: \_\_\_\_\_ Phone: 248-770-6521

City/State/Zip: \_\_\_\_\_

**SPECIAL USE REQUESTS**

List any streets or possible streets you are requesting to be closed. Include the day, date, and time of requested closing and reopening. Neighborhood Signatures must be submitted with application for approval.

Attach a map or sketch of the proposed area for closure.

STREET NAME: Cadillac Sq. east

FROM Woodward  
TO Bates

Closure Dates: 12-2-18

Beg. Time: 8 am

End Time: 8 pm

Reopen Date: 12-2-18  
Time: 8 pm

See map attached

**STREET NAME:** \_\_\_\_\_

**FROM** \_\_\_\_\_  
**TO** \_\_\_\_\_

**Closure Dates:** \_\_\_\_\_  
**Beg. Time:** \_\_\_\_\_  
**End Time:** \_\_\_\_\_  
**Reopen Date:** \_\_\_\_\_  
**Time:** \_\_\_\_\_

**STREET NAME:** \_\_\_\_\_

**FROM** \_\_\_\_\_  
**TO** \_\_\_\_\_

**Closure Dates:** \_\_\_\_\_  
**Beg. Time:** \_\_\_\_\_  
**End Time:** \_\_\_\_\_  
**Reopen Date:** \_\_\_\_\_  
**Time:** \_\_\_\_\_

**STREET NAME:** \_\_\_\_\_

**FROM** \_\_\_\_\_  
**TO** \_\_\_\_\_

**Closure Dates:** \_\_\_\_\_  
**Beg. Time:** \_\_\_\_\_  
**End Time:** \_\_\_\_\_  
**Reopen Date:** \_\_\_\_\_  
**Time:** \_\_\_\_\_

**Requested City Equipment**

**Provided In:** \_\_\_\_\_ (year)

**Current Request:** \_\_\_\_\_ (year)

**Street Closures:**

- Posting no parking signs                       Light pole
- Electrical Services                                       Storage for Trailers/Trunks

**Barricades are not available from the City of Detroit.**

**ADDITIONAL INFORMATION**

**Is there any additional information that you feel is important to mention regarding your event or additional requests?** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

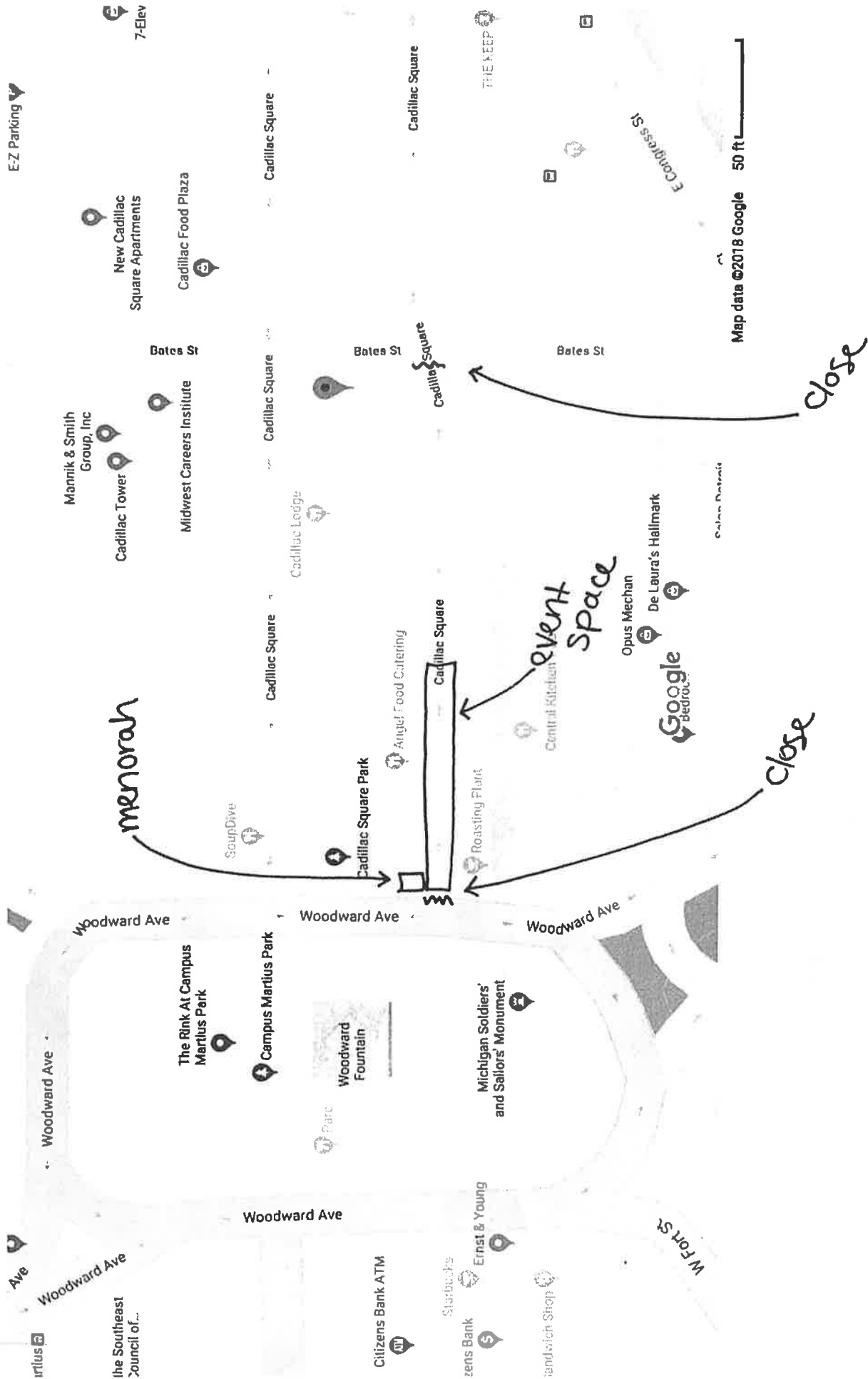
**AUTHORIZATION & AFFIDAVIT OF APPLICANT**

I certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief that I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event, and I understand that this application is made subject to the rules and regulation established by the Mayor or the Mayor's designee. Applicant agrees to comply with all other requirements of the City, County, State, and Federal Government and any other applicable entity, which may pertain to Special Events. I further agree to abide by these rules, and further certify that I, on behalf of the Event agree to be financially responsible for any costs and fees that may be incurred by or on behalf of the Event, to the City of Detroit.

   
Signature of Applicant Date

**NOTE:** Completion of this form does not constitute approval of your event. Pending review by the Special Events Management Team, you will be notified of any requirements, fees, and/or restrictions pertaining to your event.

# Google Maps Cadillac Square



# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
The Shul

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:  
 Individual/sole proprietor or single-member LLC  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶  
 Other (see instructions) ▶ Non Profit - Congregation (Church)  
 C Corporation  
 S Corporation  
 Partnership  
 Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any)  
 Exemption from FATCA reporting code (if any)

5 Address (number, street, and apt. or suite no.)  
6890 W Maple Rd

6 City, state, and ZIP code  
West Bloomfield, MI 48322

7 List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number  
 \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

OR  
 Employer identification number  
20-1370223

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here  
 Signature of U.S. person ▶ Rebecca R. [Signature]  
 Date ▶ 12/18/2015

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Jun 14 00 10:34a

248-553-7840

p. 7

A-1156C (Rev. 8/88)



STATE OF MICHIGAN

DEPARTMENT OF TREASURY

TREASURY BUILDING

JAMES J. BLANCHARD, Governor  
ROBERT A. BOWMAN, State Treasurer

LANSING, MICHIGAN 48922

RECEIVED MAR - 9 1990

March 7, 1990

CONGREGATION BETH CHABAD  
29555 MIDDLEBELT RD.  
FARMINGTON HILLS, MI. 48018

Dear Sir/Madam:

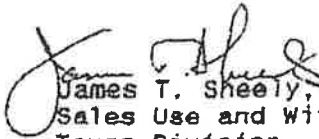
This is in regard to the application for sales and use tax exemption received in this office.

Qualified churches are not required to submit a tax exemption application to this office.

A church operated by a nonprofit organization is exempt from sales and use tax. Purchases by the church, paid for from church funds and consumed in operating the church are exempt from tax. Enclosed is a copy of Specific Sales and Use Tax Rule 15 for your reference.

If you have any questions regarding this matter, please contact this office by writing or calling (517) 373-3190.

Sincerely,

  
James T. Sheely, Project Manager  
Sales Use and Withholding  
Taxes Division

JTS:bwk

Enclosure

**Shymanski & Associates, L.L.C.**  
STRUCTURAL ENGINEERS

33426 Five Mile Road  
Livonia, Michigan 48154  
p. 734.855.4810 f. 73.855.4809  
email@sastructuralengineers.com

November 25, 2013

**Ben Rosenzweig**  
6891 West Maple  
West Bloomfield, MI 48107

**Attn: Ben Rosenzweig**

**Re: Menorah Sculpture**

**Dear Ben:**

At your request we have reviewed the attached drawing of the Menorah Sculpture and observed the sculpture in the fabrication shop. The main vertical section of the sculpture is an HSS 6x6x3/16 tube column. This section sits into a 21" deep shoe with diagonal braces on top of a 48" x48" x 1/4" thick base plate which in turn sits on top of a 38 1/2" tall 8'-0" x 8'-0" tubular frame angled base. The tube frame base is composed of HSS 2x2x3/16 sections. The vertical diagonal corner members are double HSS 2x2 sections. The top of the base has HSS 2x2x3/16 horizontal members approximately 16" o.c with additional 1"x1" tube sections members perpendicular to the HSS 2x2 members. The base plate is mounted to the base section with (6) 7/16 hardened steel bolts through the 1" tube members. The bottom of the base has diagonal members each corner for the placement of ballast.

Per the drawing provided, the total weight of the Menorah Sculpture is approximately 1600#. We have reviewed the overall stability of the sculpture for code required wind loads including the approximate weight of the sculpture. We recommend 240# of ballast (cement or sand bags) be placed each corner of the base to provide additional stability against overturning. In our opinion, with the added ballast, the sculpture will be stable against overturning.

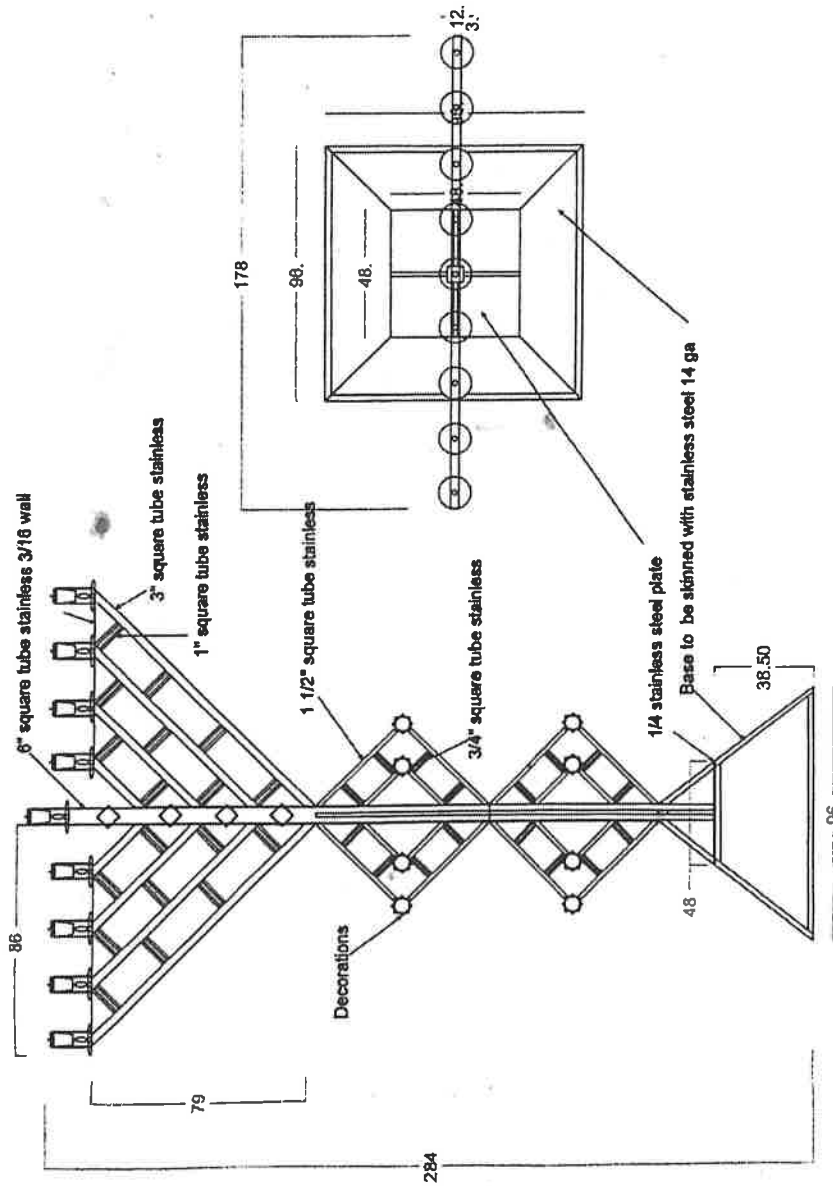
Please feel free to call if you have any questions or need any additional information.

Sincerely,

  
Thaddeus Shymanski, P.E.







Menorah is constructed of Stainless steel together, except for the base which is HR steel welded

Menorah weighs approx 1600#





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/12/2018

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Church Mutual Insurance Company 3000 Schuster Lane P.O. Box 357 Menfil WI 54452		<b>CONTACT NAME:</b> Beth A Schwarzhuber <b>PHONE (A/C, No, Ext):</b> 1-800-554-2642 Option 1 <b>E-MAIL ADDRESS:</b> Customerservice@churchmutual.com <b>FAX (A/C, No):</b> 1-855-264-2329	
<b>INSURED SHUL (THE)</b> 6890 W MAPLE RD WEST BLOOMFIELD MI 48322-3032		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Church Mutual Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 18767	

**COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:**

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER (YES/NO)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	0200836-02-112321	04/30/2018	04/30/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Evidence of Liability Insurance for a Menorah Lighting on November 29, 2018 through January 2, 2019 at 32 Monroe and 725 Bates, Detroit, MI. Commercial General Liability Additional Insured = Detroit Design Center LLC, subject to the coverage provided by the referenced policy. A220 SRAP562

**CERTIFICATE HOLDER CANCELLATION**

Detroit Design Center LLC 500 W Wilts St Ste 12 Detroit MI 48201-1783	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Beth Schwarzhuber</i>
---	---



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Church Mutual Insurance Company 3000 Schuster Lane P.O. Box 357 Merrill WI 54452	<b>CONTACT NAME:</b> Beth A Schwarzhuber <b>PHONE (A/C, No, Ext):</b> 1-800-554-2642 Option 1 <b>E-MAIL ADDRESS:</b> customerservice@churchmutual.com <b>FAX (A/C, No):</b> 1-855-264-2329
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED SHUL (THE)</b>  6890 W MAPLE RD  WEST BLOOMFIELD MI 48322-3032	<b>INSURER A:</b> Church Mutual Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	0200838-02-112321	04/30/2018	04/30/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATE/OTHR E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 181, Additional Remarks Schedule, may be attached if more space is required)  
Evidence of Liability Insurance for a Menorah Lighting on November 29, 2018 through January 2, 2019 at 32 Monroe and 725 Bates, Detroit, MI. Commercial General Liability Additional Insured = City of Detroit Downtown Development Authority, subject to the coverage provided by the referenced policy. A220 SRAP5

<b>CERTIFICATE HOLDER</b>  City of Detroit Downtown Development Authority 500 Griswold St Ste 2200 Detroit MI 48226-4402	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> <i>Beth Schwarzhuber</i>
--	---

**CAMPUS MARTIUS PARK  
RENTAL AGREEMENT**

This Rental Agreement ("Agreement") is entered into on November 2, 2018 by and between the Detroit 300 Conservancy, a Michigan non-profit corporation ("Service Provider"), whose offices are located at 1 Campus Martius, #380, Detroit, Michigan 48226 and The Shul ("The Shul"), whose offices are located at 6890 West Maple Road, West Bloomfield, Michigan 48322.

**RECITALS**

A. Service Provider has the right to rent the area known as Campus Martius Park (the "Park"), located in Detroit, Michigan.

B. THE SHUL has the rights to produce and schedule an event called "Menorah In The D 2018" in Detroit, Michigan, on December 2, 2108 (the "Campus Martius Event").

C. THE SHUL desires to hold this event at the Park (the "Campus Martius Event") and Service Provider desires the Campus Martius Events to be held at the Park.

NOW, THEREFORE, the parties hereto intending to be legally bound, agree as follows:

1. **Grant of Rights; The Campus Martius Events.** Service Provider grants THE SHUL the right to use the Park as designated in Exhibit A attached hereto (the "Rented Area"), for the purpose of producing, scheduling and promoting the Campus Martius Event, subject, however, to the reservations, restrictions and limitations set forth in this Agreement. The Campus Martius Event will be held Sunday, December 2, 2018 from 4pm - 6pm. (the "event date").

2. **Access to Rented Area.** The use of the Park granted to THE SHUL under this Agreement will be exclusive for the performance of the Campus Martius Event on the Event Date except for the areas related to the Café or unless otherwise noted herein. THE SHUL will be provided continuous, non-exclusive access to the Rented Area during the Event Date, and THE SHUL will be provided access respective to the Event Date (the "Rental Period") for eight hours prior for the purpose of preparing the Rented Area for the Campus Martius Event. In addition, the Rental Period will continue for two hours after the completion of the respective Event Date for the purpose of disassembling and removing any equipment or structures located in the Rented Area.

3. **Plan of Operation.** THE SHUL shall provide Service Provider thirty (30) days prior to the Event Date a full and detailed plan of operation for the Campus Martius Event. That plan of operation shall be subject to the approval of Service Provider and the City of Detroit. The Service Provider's approval shall not be unreasonably withheld or

delayed. The plan of operation shall include: (i) a drawing that designates the location of each Campus Martius Event, (ii) the type, size, construction and placement of all food and merchandise kiosks, product displays, staging and Festival sponsor recognition, tents, sound equipment, lighting and other equipment to be used for the Campus Martius Event, (iii) security and maintenance staffing levels and integration plan, and (iv) any other information agreed upon by Service Provider and THE SHUL as listed in Exhibit C.

4. **Merchandise and Services.**

(a) **Merchandise Sales by THE SHUL.** THE SHUL is not authorized to sell any merchandise in the Park.

(b) **Food and Beverage Sales.** THE SHUL is not authorized to sell food and/or beverages at the Park. Notwithstanding the foregoing, THE SHUL may provide food and beverage catering services for its own agents, employees, and personnel during the rental period.

(c) **Other Products, Signage.** THE SHUL will have the sole and exclusive right, at its cost and expense, to provide and display certain products, signage and information of Event sponsors at the Park during the Campus Martius Event. THE SHUL will provide the Service Provider with a list of Event sponsors. Signage placement, material, and installation methods will be as specified and mutually agreed in Exhibit C.

5. **Fee.** In consideration for Service Provider's performance of its obligations under this Agreement with respect to the Campus Martius Event, THE SHUL will pay to Service Provider Zero Dollars (\$00.00) at signing as specified in Exhibit B. THE SHUL will provide Service Provider the public relations media plan that involves the Park for the Event, if any. THE SHUL also will use preferred vendors as listed in Exhibit B as needed.

6. **THE SHUL Responsibilities.** Except as otherwise provided in this Agreement, THE SHUL will be responsible for all aspects of arranging, presenting, producing, promoting, advertising, staging and otherwise administering the Campus Martius Event. Any press releases that reference Campus Martius Park must have prior approval from the Service Provider. Media and press events covering Campus Martius Park must be coordinated with a Service Provider representative. Except for the items listed in Paragraph 7 as the responsibility of Service Provider, THE SHUL will be solely responsible for the payment of all costs and expenses incurred in connection with the production, scheduling, and promotion of the Campus Martius Event, other than general venue staffing and utilities. Specifically (without limiting the generality of the foregoing) THE SHUL will, at THE SHUL's cost and expense:

(a) Provide all services required or necessary for the production and staging of the Campus Martius Event, which include, but are not limited to advertising, marketing, merchandising, promotions, signage, media coverage (television, radio, and Internet), tenting, staging, security, first aid, parking, set up, event operations, tear down, and trash removal;

(b) Obtain all clearances, licenses, and permits as are legally necessary for the planning, preparation, staging and presentation of the Campus Martius Events;

(c) Direct and control the presentation of the Campus Martius Event without interfering with existing Park sponsor recognition or operation of Café.

(d) Repair or replace any and all damage to the Rented Area caused by move-in, excess wear and tear on Park amenities that result from THE SHUL's inadequate crowd control, production and staging or move-out of the Campus Martius Event. Service Provider will be responsible only for normal wear and tear on Park amenities. Normal wear and tear is defined to exclude such things as missing items or any damage to horticultural elements, art elements, fountain and waterwall elements, irrigation elements, performance sound and lighting system, historic elements, Park lights, tents, signage, chairs, tables, benches, stages, and crowd control gates.

(e) Ensure that the Campus Martius Event is located within the Rented Area; and

(f) Comply with all laws, statutes, ordinances, orders, rules and regulations of all governmental authorities in connection with the performance by THE SHUL of its obligations hereunder

7. **Service Provider's Responsibilities.** In consideration of the sum paid to Service Provider as part of the Fee as set forth in Paragraph 5, Service Provider will, at Service Provider's expense:

(a) Provide non-exclusive access to and use of the Rented Area during the Event Date; and

(b) Provide THE SHUL with exclusive rights to determine all programming of the Rented Area in keeping with family oriented programming; and

(c) Comply with all laws, statutes, ordinances, orders, rules and regulations of all governmental authorities in connection with the performance by Service Provider of its obligations hereunder.

8. **Insurance.** THE SHUL shall obtain and maintain, at its own cost and expense, for the duration of the Event Date the following insurance policies: 1) commercial general liability insurance for any third-party liability resulting from or arising out of THE SHUL'S responsibilities under this Agreement or by reason of THE SHUL's operation, use or occupancy of the Rented Area with a combined single limit bodily injury and property damage of not less than \$1,000,000 per occurrence and General Aggregate limit of not less than \$3,000,000 , 2) Employers Liability insurance in the amount required by applicable law and Workers Compensation insurance in the amount required by applicable law for all THE SHUL employees involved in the Festival, 3) Commercial Automobile liability and property damage insurance for injuries, including bodily injury and property damage, in an amount not less than one million dollars (\$1,000,000) for each occurrence;

4) Hired and non-owned vehicles insurance for bodily injury and property damage in an amount not less than one million dollars (\$1,000,000) per occurrence. THE SHUL will require its subcontractors to maintain the same coverages shown above.

Service Provider and City of Detroit shall be named as additional insureds under policies required in Section 8 1), 8 3) and 8 4) shown above and provide that it may not be cancelled or changed unless Service Provider has at least thirty (30) days advance notice thereof. THE SHUL and its subcontractors shall furnish Service Provider with a certificate(s) of insurance giving evidence of insurance required by this Paragraph 8. The Service Provider must receive this proof of insurance at least fifteen (15) days prior to the start of the respective Campus Martius Event.

9. **Use and Surrender of Rented Area.** THE SHUL shall use and occupy the Rented Area for the purposes described herein and for no other purpose whatsoever in a careful, safe and proper manner. Upon the expiration of the Event Date, THE SHUL shall return and surrender the Rented Area to Service Provider.

10. **Force Majeure Event.** Any failure to perform by either party due to a Force Majeure Event shall not be deemed a violation or breach hereof. As used herein, a Force Majeure Event is an act or event of substantial magnitude, beyond the control of Service Provider or THE SHUL, which substantially delays or interferes with the performance of this Agreement, including without limitation utility failures, fire, flood, earth quake, strikes or work stoppages; any interruption, suspension or interference with performance caused by acts of God, or acts of the public enemy, wars, blockades, insurrections, riots, arrests or restraints of governments and people, civic disturbances, acts of terrorism or similar occurrences; order of court, administrative agencies, or governmental officers; and suspension, termination or interruption of governmental licenses, consents, authorization or approvals. In the event of any occurrence such as described above, this license shall terminate and each party hereby expressly releases the other party from any demands, claims, actions and causes of action arising from any such occurrence.

11. **Miscellaneous.**

(a) **Notices.** Unless otherwise provided herein to the contrary, all notices, consents, approvals, and other communications given to any party under this Agreement shall be in writing and shall be deemed duly given if delivered via a nationally recognized overnight carrier, personally or by messenger or if sent by certified mail, postage fully prepaid, addressed to the address set forth at the top of the first page of this Agreement or to such other person or address as either party may designate by notice to the other party given as herein provided.

(b) **Governing Law.** The terms and conditions of this Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.



(c) Waiver. All waivers must be in writing and signed by the waiving party. No party's failure to enforce any provision of this Agreement or its acceptance of any payments shall constitute a waiver and prevent such party from enforcing that provision or any other provision of this Agreement in the future.

(d) Assignments. Unless otherwise allowed in writing by Service Provider, any assignment by THE SHUL or its interest in any part of this Agreement or any delegation of duties under this Agreement shall be void.

(e) Entire Agreement. This Agreement, including all Exhibits, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except as set forth specifically herein. No amendment, supplement or modification of this Agreement shall be binding unless executed in writing by the party to be bound thereby.

(f) Relationship. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent, partnership, joint venture or any association between Service Provider and THE SHUL.

(g) Counterparts; Facsimile Transmission. This Agreement may be executed with counterpart signature pages or in two or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original, and this Agreement may be executed and delivered by facsimile transmission with the same effect as if a manually signed original were personally delivered.


WHEREOF, the parties have executed this Agreement as of the day and year first above written.

DETROIT 300 CONSERVANCY, a  
Michigan non-profit corporation

By: \_\_\_\_\_

Title: President \_\_\_\_\_

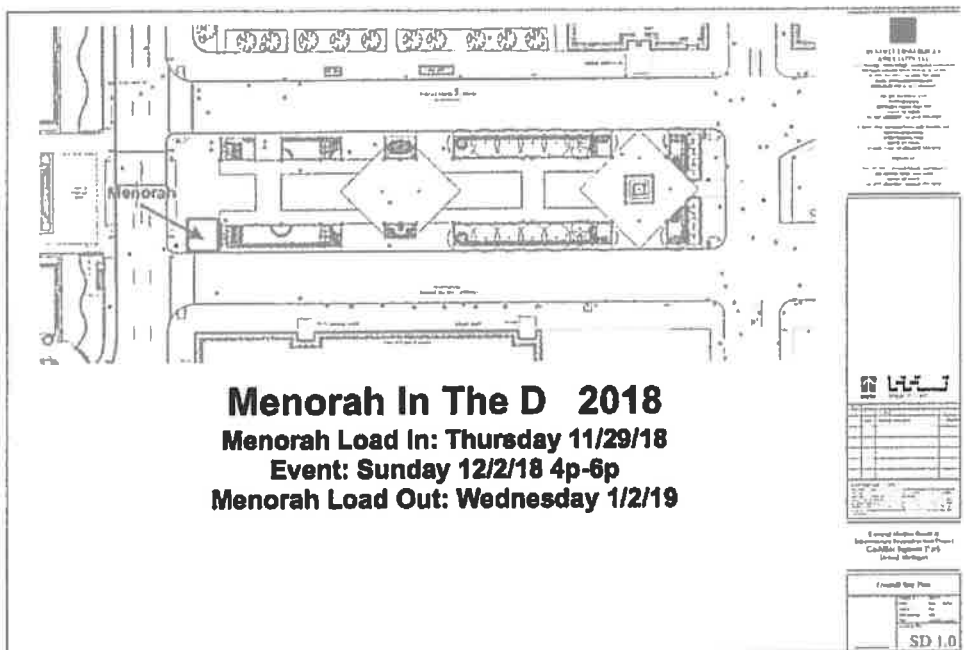
The Shul

By:  \_\_\_\_\_

Title: Program Director

**EXHIBIT A**  
**CAMPUS MARTIUS PARK SITE PLAN**

**Cadillac Square**  
**Menorah In The D 2018**  
**Sunday, December 2, 2019**



**EXHIBIT B**  
**Menorah In The D 2018**

**RAIN OR SHINE: Sunday, December 2, 2018**

**Menorah Load In: Thursday, November 29, 2018**

**Event Load In: 8am-4pm**

**Event: 4pm-6pm**

**Event Strike: 6pm-8pm**

**Menorah Load Out: Wednesday, January 2, 2019**

**BREAKDOWN OF COSTS:**

<b>Rental of Campus Martius Park (Cadillac Square):</b>	<b>\$ 00.00</b>
<b>Waived: Quicken Loans Free Rental Used</b> <b>(10'x10', Non-profit Premium Date Rental Rate</b> <b>@33 days = \$16,500)</b>	
<b>Security: Provided by The Shul</b>	<b>\$ 00.00</b>
<b>Cleaning: Provided by The Shul</b>	<b>\$ 00.00</b>
<b>Total Cost:</b>	<b>\$ 00.00</b>

**Other event items that are hired direct by the producer (THE SHUL):**

**For Food and Beverage Service, Parc Restaurant/Fountain Detroit is the required vendor:**  
**Contact Alyssa Fardell at**  
**[http://afardell@220restaurant.com](mailto:afardell@220restaurant.com)**

**For tenting inside the Park, S&R Event rental is the required vendor:**  
**Contact Rodney Oullette at**  
**<http://sreventrental.com/index.html>**

**For additional Audio, Video or staging Services inside the park, AV7 is the required vendor:**  
**Contact Dan Newman at**  
**<http://www.av7productions.com/>**

EXHIBIT C

Campus Martius Event Operations Plan

- Signage TBD

# ESTIMATE No. E-74866

877-763-3905  
 248-352-2972 fax  
 www.trafficmanagement.com

**TRAFFIC MANAGEMENT, INC.**  
 25900 8 Mile Rd  
 Southfield, MI 48033



Page 1 of 2

COMPANY: <b>The Shul Chabad-Lubavitch</b>		PHONE: 248-788-4000	FAX:
CONTACT PERSON Rachel Taubman	DIRECT PHONE/EXT: 248-444-5656	DIRECT FAX:	CELL PHONE:
COMPANY ADDRESS: 6890 W Maple Rd,		CITY, STATE, ZIP: West Bloomfield Township, MI 48322	
JOB LOCATION 660 Woodward Ave		CITY / COMMUNITY Detroit	T.B. MAP PAGE
PROJECT INFORMATION: Menorah in The D			
OTHER INFO Sunday Rates		CUST. REF #:	PLAN REFERENCE:
CUSTOMER WORK DESCRIPTION Special Event			

APPROX. START DATE 12/02/18	START TIME 8:00 AM	WORK HOURS / DURATION 1 day	RFQ #:
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LN #	QTY	QTY	QTY	RATE	ITEM / DESCRIPTION	TOTAL
1		2 ea		\$870.00 ea	<b>Installation or Removal</b> Installation or removal of rented, leased, or purchased traffic control devices described in line items #2 & 3.  Price based on up to three (3) hours on site, any standby time preventing installation or removal at the scheduled time (due to equipment in roadway, incomplete contractor work, etc.) will be billed at \$162/hr for crew.  Rental, lease, purchase, lost or damaged equipment, equipment maintenance, and setup re-installation or modification not included.	\$1,740.00
2	3 dys	6 ea		\$2.50 daily	<b>Barricade, Type-III Rental - RB300</b> Daily rental of one (1) Type III barricade.  Delivery, pickup, lost or damaged equipment, equipment maintenance, and setup re-installation or modification not included.  Additional rental rate of above equipment; - \$2.50/day; \$12.50/wk; \$37.50/mo(4-wk)	\$45.00
3	1 wk	6 ea		\$15.00 weekly	<b>K-Rail, plastic (water filled) Weekly Rental</b> Weekly rental of one (1) 6' Plastic Water-Filled K-Rail.  - Contractor to place, fill with own water source, and drain prior to TMI pickup. - K-rail will be white, orange, or a combination of both. - One (1) WEEK MINIMUM RENTAL  Anti-freeze coolant, water, filling k-rail, delivery, pickup, lost or damaged equipment, equipment maintenance, and setup re-installation or modification not included.  Additional rental rate of above equipment; \$15.00/wk	\$90.00

4			\$20.25 LS	<b>Rental Protection Program (RPP)</b> For coverage of unforeseen damage to rental equipment, a 15% surcharge will be added to all rental invoice(s) related to the Rental Agreement(s) for this Estimate or Project. See Terms & Conditions for details  Exclusions: Lost, stolen, or missing equipment; Vehicles such as trucks, TMA's, etc.);  To opt-out of RPP, initial here x_____. By opting out, customer will be responsible for any and all damages to Rental Equipment.	\$20 25
5			\$1,080.00 LS	<b>Water Truck</b> For purposes of filling water filed k-rail at Project location, Contractor to arrange for hydrant with meter or filling station on-site. A four (4) hour minimum will be charged on all water trucks.	\$1.080 00
6				<b>Bidding Without Plans</b> This estimate is based on description of scope of work as provided by Customer at time of request. Final estimated price to be determined when specific conditions/provisions are provided or traffic control plans have been approved by the Agency. Mobilization costs include up to forty (40) miles from TMI office.	
7			\$264.00 LS	<b>Post 'No Parking' Signs (Optional ADD)</b> Posting of up to fifteen (15) temporary "No Parking" signs for scheduled construction dates, and notification of appropriate parking enforcement Agency. Cost is per instance, projects that have the start of construction pushed from original date may incur additional no-parking installations to re-post signs for new date.	

**STANDARD TERMS & CONDITIONS**

1) Although TMI maintains standard general liability, workers compensation and other insurance coverages, additional costs may be incurred for the issuance of insurance certificates that require special wording, endorsements, or additional coverages or policy changes. 2) Information provided herein should be relied on for estimating purposes only. 3) This estimate is based on information available and/or provided at the time of the estimate request, such as current permit rates and requirements from public agencies, and is subject to change without notice. 4) TMI reserves the right to modify this estimate should the scope of the project change or additional information is provided. 5) Unless otherwise specified, individual line items and rates are based on acceptance of the estimate as a whole. Significant changes in quantities, addition/deletion of line-items, or selection of single line-items may result in price changes. 6) Prices are valid for up to 60 days. 7) All orders for standard traffic control and equipment (without permit or posting requirements), will require at least three working days advance notice, additional time may be required for non-standard and/or large scale traffic control. General availability of traffic control is not guaranteed and is subject to availability and schedule of TMI crews and equipment. Allow up to 14 working days for traffic plan turn-around (from time of order to initial submittal.) Agency approval and turn-around time of traffic control plans may vary and cannot be guaranteed. 8)

Permit approval and timeline often vary from Agency to Agency and no guarantee of approval or approval timeline is represented. 9) Compensation will be charged for jobs that require special safety training requirements and security clearance. 10) Unless stated otherwise, this estimate is based on work being performed during normal field working hours (7:00am to 3:30pm) Monday through Friday. Additional costs will be incurred and invoiced for after hours work, weekend and/or holidays. 11) ACCEPTANCE OF THIS ESTIMATE: Unless otherwise agreed in writing, acceptance of this estimate shall authorize TMI to perform all work as stated and this document shall serve as the binding contract, subject to the terms and conditions herein. 12) FUEL SURCHARGE: A fuel surcharge may be applied to any services requiring travel, transportation or mobilization. 13) RENTAL PROTECTION PROGRAM: All rental orders will be automatically enrolled in Rental Protection Plan (RPP) unless opted out by customer. If customer opts out of RPP, customer assumes sole responsibility for damaged or lost equipment. RPP is not available for registered motor vehicles such as TMA's and traffic control trucks. RPP surcharge will only be applied to equipment rental charges, and not be applied to delivery, installation, removal, or other labor and service charges. RPP Coverage Exclusions: Lost, stolen, or missing equipment; damage resulting from customer misuse or negligence; damages of any kind to third parties.

x _____	Dustin Walters	x _____	DATE PREPARED: 11/6/2018	ESTIMATED TOTAL: <b>\$2,975.25</b>
TMI ESTIMATOR		CUSTOMER ACKNOWLEDGEME		





# COD Agreement/ Credit Card Charge Authorization

THIS IS TO CERTIFY THAT TRAFFIC MANAGEMENT, INC (TMI) IS AUTHORIZED TO DEBIT THE CREDIT CARD LISTED BELOW:

COMPANY NAME			
The Shul			
NAME AS IT APPEARS ON THE CREDIT CARD			
Kasriel Shewter			
AUTHORIZED PURCHASER			
PHONE			
248 788 4000 6890 W, Maple Rd			
CREDIT CARD BILLING ADDRESS			
WB MI 48322			
CITY		STATE	
Special Event		MI	
PROJECT INFORMATION OR JOB #		DRIVER'S LICENSE #	
5531 461019430		MI	
SITE ADDRESS		STATE	
660 Woodward Ave		MI	
CITY		ZIP	
Detroit		MI	

CREDIT CARD #			
5236 6834 9520 7282			
CREDIT CARD/CHECK (CHECK ONE)			
<input type="checkbox"/> VISA <input checked="" type="checkbox"/> MC <input type="checkbox"/> DISCOVER <input type="checkbox"/> CHECK # _____			
EXPIRATION		CVC # (3 DIGITS ON BACK FOR VISA/MC/DISCOVER, 4 DIGITS IN FRONT FOR AMEX)	
8-22			

TMI REFERENCE #	JOB #	SALE ORDER #	OTHER REF #
ESTIMATE #			
PAYMENT AMOUNT			
\$ 2975.25			

The above listed credit card or check is left as a deposit for materials and services from Traffic Management, Inc., (hereinafter "Company"). I am authorized to provide this credit card/ check with the agreement that Company will fill in the amount of the check and/or credit card to pay for the first 28 days of rent of the entire amount of the rental if the period is less than 28 days. The amount will include rent, service, loss, damage, fuel surcharges, and fuel charges if applicable after any billing period.

Estimates are based on information and scope of work initially provided. Additional charges may be incurred related to additional labor hours/equipment during course of job. I understand that TMI is further authorized to charge additional amount due to the same form of payment, unless other arrangements are made (a revised summary of charges will be provided in advance, along with reference to signed work/rental receipt).

**CUSTOMER AUTHORIZES COMPANY TO SUBMIT FOR PAYMENT CHARGES ON CUSTOMER'S CREDIT CARD(S) AND/OR CHECK(S) IF A CREDIT CARD OR CHECK HAS BEEN PRESENTED AS A MEANS OF DEPOSIT OR SECURITY.**

Company requires a new check for every 28 day period. If a credit card is used to secure the equipment, it will be charged every 28 days until the equipment is returned. Company reserves the right to require preliminary information and/or credit application from Customer at any time during the rental period.

Company will not intentionally release any private information from the check/credit card to a third party. We respect our Customer's privacy and will not sell or release any information about the Customer to any person, other than for collection purposes, without the Customer's prior written consent. Although the Company will take reasonable security measures, the Company is not responsible for lost or stolen checks or credit cards. All provisions of the "Terms and Conditions" are incorporated by reference herein.

By signing below, I am authorizing Company to process on credit card(s) and/or checks(s) for advance deposits, incremental deposits and any and all charges incurred.

SIGNATURE	DATE
	11-12-18
PRINT NAME (AGENT'S NAME)	
Kasriel Shewter	

Please complete all items above and fax to (562)424-0266 or email to [payments@TrafficManagement.com](mailto:payments@TrafficManagement.com)

FOR TMI USE ONLY		
INVOICE #	INVOICE AMOUNT	INVOICE DATE



2018-11-02

564

564 *Petition of The Shul Chabad-Lubavitch, request to hold "Menorah in the D" at Cadillac Square on December 2, 2018 from 4:30 PM to 6:30 PM with the temporary closure of Cadillac Square East, Set up to begin on 11--18 and tear down to end on 1-2-19.*

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REFERRED TO THE FOLLOWING DEPARTMENT(S)

POLICE DEPARTMENT DPW - CITY ENGINEERING  
DIVISION

PLANNING AND DEVELOPMENT DEPARTMENT  
MAYOR'S OFFICE

FIRE DEPARTMENT TRANSPORTATION DEPARTMENT  
MUNICIPAL PARKING DEPARTMENT

2

8

219

**MAYOR'S OFFICE COORDINATORS REPORT**

OVERALL STATUS (please circle):  APPROVED  DENIED  N/A  CANCELED

Petition #: 565 Event Name: Detroit Goodfellows 104th Annual Sales Day Parade

Event Date : November 26, 2018

Street Closure: Various

Organization Name: Detroit Goodfellows

Street Address: P.O. Box 44444 Detroit 48244

Receipt date of the <b>COMPLETED</b> Special Events Application:	
Date of City Clerk's Departmental Reference Communication:	
Due date for City Departments reports:	
Due date for the Coordinators Report to City Clerk:	

Event Elements (check all that apply):

- Walkathon
- Carnival/Circus
- Concert/Performance
- Run/Marathon
- Bike Race
- Religious Ceremony
- Political Ceremony
- Festival
- Filming
- Parade
- Sports/Recreation
- Rally/Demonstration
- Fireworks
- Convention/Conference
- Other: \_\_\_\_\_
- 24-Hour Liquor License**

Petition Communications (include date/time)

Detroit Goodfellows will host their annual parade located in Downtown Detroit with 3 local Detroit Public School marching bands from 10:00am - 11:00am with 100 participants.

**\*\* ALL permits and license requirements must be fulfilled for an approval status \*\***

Date	Department	N/A	APPROVED	DENIED	Additional Comments
	DPD	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	DPD Assisted Event
	DFD/EMS	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	No Permits Required
	DPW	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	DPD Assisted Closure; No Permits Required
	Health Dept.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	No Jurisdiction

ENTERED NOV 19 2018 M.T.F. NB (JA) 3-0

CITY CLERK 2018 NOV 7 PM 1:28

Date	Department	N/A	APPROVED	DENIED	Additional Comments
	TED	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	DPD Assisted Closure; No Barricades Required
	Recreation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	No Jurisdiction
	Bldg & Safety	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	No Jurisdiction
	Bus. License	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	No Jurisdiction
	Mayor's Office	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	All Necessary permits must be obtained prior to event. If permits are not obtained, departments can enforce closure of event.
	Municipal Parking	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	No Purchase of Parking Meters Required
	DDOT	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Low Impact on Buses

**MAYOR'S OFFICE**

Signature: Bethanie Lusher

Date: November 6, 2018

**City of Detroit**  
**OFFICE OF THE CITY CLERK**

**Janice M. Winfrey**  
*City Clerk*

**Caven West**  
*Deputy City Clerk/Chief of Staff*

**DEPARTMENTAL REFERENCE COMMUNICATION**

*Friday, November 02, 2018*

*To: The Department or Commission Listed Below*

*From: Janice M. Winfrey, Detroit City Clerk*

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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.

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DPW - CITY ENGINEERING DIVISION    MAYOR'S OFFICE  
PLANNING AND DEVELOPMENT DEPARTMENT    POLICE DEPARTMENT  
FIRE DEPARTMENT    TRANSPORTATION DEPARTMENT  
MUNICIPAL PARKING DEPARTMENT

**565**    *Detroit Goodfellows, request to hold "Detroit Goodfellows 104th Annual Sales Day Parade" in Downtown Detroit on November 26, 2018 from 10:00 AM to 11:00 AM with closures of various streets.*

# City of Detroit Special Events Application

Successful events are the result of advance planning, effective communication and teamwork. The City of Detroit will be strictly adhering to the Special Events Guidelines; please print them out for reference. Petitioners are required to complete the information below so that the City of Detroit may gain a thorough understanding of the scope and needs of the event. This form must be completed and returned to the Special Events and Film Handling Office at least **60 days** prior to the first date of the event. If submitted later than 60 days prior, application is subject to denial. Please type or print clearly and attach additional sheets and maps as needed.

## Section 1- GENERAL EVENT INFORMATION

Event Name: DETROIT GOODFELLOWS 104<sup>TH</sup> ANNUAL SALES DAY PARADE

Event Location: STARTS AT 500 GRISWOLD AND CIRCLES THROUGH DOWNTOWN CONCLUDES AT PENOBSCOT BUILDING

Will the event require park use? If yes, which one? NO \_\_\_\_\_

Is this going to be an annual event?  Yes  No

## Section 2- ORGANIZATION/APPLICANT INFORMATION

Organization Name: DETROIT GOODFELLOWS

Organization Mailing Address: PO BOX 44444 DETROIT 48244-0444

Business Phone: 586 775 6139

Business Website: www.detroitgoodfellows.org

Applicant Name: Sari Klok-Schneider

Business Phone: 586 775 6139

Cell Phone: 313 408 4139

Email: sarigoodfellows@gmail.com

### Event On-Site Contact Person:

Name: Sari Klok-Schneider

Business Phone: 586-775-6139

Cell Phone: 313 408-4139

Email: sarigoodfellows@gmail.com

### Event Elements (check all that apply)

Walkathon

Carnival/Circus

Concert/Performance

Run/Marathon

Bike Race

Religious Ceremony

Political Event

Festival

Filming

Parade

Sports/Recreation

Rally/Demonstration

Convention/Conference

Fireworks

Other: \_\_\_\_\_

Projected Number of Attendees: 100 people

Please provide a brief description of your event:

What are the projected set-up, event and tear down dates and times (must be completed)?

Begin Set-up Date: 11/26/18 Time: 9:30 Complete Set-up Date: 11/26/18 Time: 10:45 AM

Event Start Date: 11/26/18 Time: 10:00 Event End Date: 11/26/18 Time: 11:00 AM

Begin Tearing Down Date: 11/26/18 Complete Tear Down Date: 11/26/18

Event Times (If more than one day, give times for each day):

START TIME 10:00 AM

### Section 3- LOCATION/SITE INFORMATION

Location of Event:

Facilities to be used (circle): Street Sidewalk Park City

Please attach a copy of Port-a-John, Sanitation, and Emergency Medical Agreements as well as a site plan which illustrates the anticipated layout of your event including the following:

N/A

route map enclosed

- Public entrance and exit
- Location of merchandising booths
- Location of food booths
- Location of garbage receptacles
- Location of beverage booths
- Location of sound stages
- Location of hand washing sinks
- Location of portable restrooms
- Location of First Aid
- Location of fire lane
- Proposed route for walk/run
- Location of tents and canopies
- Sketch of street closure
- Location of bleachers
- Location of press area
- Sketch of proposed light pole banners

### Section 4- ENTERTAINMENT

Describe the entertainment for this year's event:

BAND FROM DETROIT SCHOOL OF ARTS  
will march with us

Will a sound system be used?  Yes  No

If yes, what type of sound system?

Describe specific power needs for entertainment and/or music:

How many generators will be used? NONE

How will the generators be fueled? N/A

Name of vendor providing generators:

Contact Person: NOT APPLICABLE

Address:

Phone:

City/State/Zip

### Section 5- SALES INFORMATION

Will there be advanced ticket sales?  Yes  No  
If yes, please describe:

Will there be on-site ticket sales?  Yes  No  
If yes, list price(s):

Will there be vending or sales?  Yes  No  
If yes, check all that apply:

Food       Merchandise       Non-Alcoholic Beverages       Alcoholic Beverages

Indicate type of items to be sold:

N/A

### Section 6- PUBLIC SAFETY & PARKING INFORMATION

Name of Private Security Company: Existing park contract security will be used.

Contact Person: NOT APPLICABLE

DETROIT POLICE STAFF THIS EVENT

Address:

Phone:

City/State/Zip:

Number of Private Security Personnel Hired Per Shift:

Are the private security personnel (check all that apply):

Licensed

Armed

Bonded

How will you advise attendees of parking options?

Our participants park on their own

**Section 7- COMMUNICATION & COMMUNITY IMPACT INFORMATION**

How will your event impact the surrounding community (i.e. pedestrian traffic, sound carryover, safety)?

DPD close streets and reopen as we go through

Have local neighborhood groups/businesses approved your event?

Yes  No

Indicate what steps you have or will take to notify them of your event:

GUARDIAN BUILDING IS

HOSTING US

**Section 8- EVENT SET-UP**

Complete the appropriate categories that apply to the event Structure

	How Many?	Size/Height
Booth	0	
Tents (enclosed on 3 sides)	0	
Canopy (open on all sides)	0	
Staging/Scaffolding	0	
Bleachers	0	

**Section 9- COMPLETE ALL THAT APPLY**

Emergency medical services?

Contact Person:

DALE BRADLEY

Address:

DETROIT FIRE DEPARTMENT

City/State/Zip:

Name of company providing port-a-johns.

N/A

Contact Person:

Address:

Phone:

City/State/Zip:

Name of private catering company?

N/A

Contact Person:

Address:

Phone:

City/State/Zip:



**SPECIAL USE REQUESTS**

List any streets or possible streets you are requesting to be closed. Include the day, date, and time of requested closing and reopening. Neighborhood Signatures must be submitted with application for approval. **Barricades are not available from the City of Detroit.**

**Attach a map or sketch of the proposed area for closure.**

**STREET NAME:** ROUTE MAP ATTACHED

**FROM:** \_\_\_\_\_ **TO:** \_\_\_\_\_

**CLOSURE DATES:** \_\_\_\_\_ **BEG TIME:** \_\_\_\_\_ **END TIME:** \_\_\_\_\_

**REOPEN DATE:** \_\_\_\_\_ **TIME:** \_\_\_\_\_

**STREET NAME:** \_\_\_\_\_

**FROM:** \_\_\_\_\_ **TO:** \_\_\_\_\_

**CLOSURE DATES:** \_\_\_\_\_ **BEG TIME:** \_\_\_\_\_ **END TIME:** \_\_\_\_\_

**REOPEN DATE:** \_\_\_\_\_ **TIME:** \_\_\_\_\_

**STREET NAME:** \_\_\_\_\_

**FROM:** \_\_\_\_\_ **TO:** \_\_\_\_\_

**CLOSURE DATES:** \_\_\_\_\_ **BEG TIME:** \_\_\_\_\_ **END TIME:** \_\_\_\_\_

**REOPEN DATE:** \_\_\_\_\_ **TIME:** \_\_\_\_\_

**STREET NAME:** \_\_\_\_\_

**FROM:** \_\_\_\_\_ **TO:** \_\_\_\_\_

**CLOSURE DATES:** \_\_\_\_\_ **BEG TIME:** \_\_\_\_\_ **END TIME:** \_\_\_\_\_

**REOPEN DATE:** \_\_\_\_\_ **TIME:** \_\_\_\_\_

**STREET NAME:** \_\_\_\_\_

**FROM:** \_\_\_\_\_ **TO:** \_\_\_\_\_

**CLOSURE DATES:** \_\_\_\_\_ **BEG TIME:** \_\_\_\_\_ **END TIME:** \_\_\_\_\_

**REOPEN DATE:** \_\_\_\_\_ **TIME:** \_\_\_\_\_

**PLEASE ADD IMPORTANT INFORMATION BELOW AND ATTACH A COPY OF THE FOLLOWING:**

- 1) **CERTIFICATE OF INSURANCE**
- 2) **EMERGENCY MEDICAL AGREEMENT**
- 3) **SANITATION AGREEMENT**
- 4) **PORT-A-JOHN AGREEMENT**
- 5) **COMMUNITY COMMUNICATION**

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STREET AT GUARDIAN BUILDING  
 560 Griswold  
 SOUTH ON GRISWOLD. EAST ON LANDED  
 TO ENDPOINT, NORTH ON RANDOLPH TO MAKE  
 MONKIE TO CROSS WOODWARD AND BACK TO GRISWOLD  
 CONCOURSE AT PENNSYLVANIA BUILDING  
 ON GRISWOLD



2018-11-02

**565**

**565** *Petition of Detroit Goodfellows, request to hold "Detroit Goodfellows 104th Annual Sales Day Parade" in Downtown Detroit on November 26, 2018 from 10:00 AM to 11:00 AM with closures of various streets.*

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**REFERRED TO THE FOLLOWING DEPARTMENT(S)**

DPW - CITY ENGINEERING DIVISION    MAYOR'S OFFICE  
PLANNING AND DEVELOPMENT DEPARTMENT    POLICE  
DEPARTMENT  
FIRE DEPARTMENT    TRANSPORTATION DEPARTMENT  
MUNICIPAL PARKING DEPARTMENT

519

10 6-19

## MAYOR'S OFFICE COORDINATORS REPORT

**OVERALL STATUS (please circle):**  **APPROVED**  **DENIED**  **N/A**  **CANCELED**

Petition #: 538 Event Name: Beacon Park Winter Events

Event Date : Added date of December 31, 2018

Street Closure: None

Organization Name: Downtown Detroit Partnership

Street Address: 1 Campus Martius Suite 380 Detroit, MI 48226

Receipt date of the <b>COMPLETED</b> Special Events Application:	
Date of City Clerk's Departmental Reference Communication:	
Due date for City Departments reports:	
Due date for the Coordinators Report to City Clerk:	

Event Elements (check all that apply):

- |   |  |  |  |
|---|--|--|--|
| <input type="checkbox"/> Walkathon              | <input type="checkbox"/> Carnival/Circus       | <input type="checkbox"/> Concert/Performance                       | <input type="checkbox"/> Run/Marathon        |
| <input type="checkbox"/> Bike Race              | <input type="checkbox"/> Religious Ceremony    | <input type="checkbox"/> Political Ceremony                        | <input type="checkbox"/> Festival            |
| <input type="checkbox"/> Filming                | <input type="checkbox"/> Parade                | <input type="checkbox"/> Sports/Recreation                         | <input type="checkbox"/> Rally/Demonstration |
| <input type="checkbox"/> Fireworks              | <input type="checkbox"/> Convention/Conference | <input checked="" type="checkbox"/> Other: <u>Park Programming</u> |  |
| <input type="checkbox"/> 24-Hour Liquor License |  |  |  |

**Petition Communications** (include date/time)

AMENDED petition for the Downtown Detroit Partnership park programming for Beacon Park to add Family Fun Day - New Year's Eve Kid's Countdown at Beacon Park from 1:00pm - 6:00pm within the already erected 60x100 tent, food trucks, and a balloon release.

**\*\* ALL permits and license requirements must be fulfilled for an approval status \*\***

Date	Department	N/A	APPROVED	DENIED	Additional Comments
	DPD	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	DPD will Provide Special Attention; Contracted with Eagle Security to Provide Private Security Services
	DFD/ EMS	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Pending Inspections; Contracted with Hart Medical to Provide Private EMS Services
	DPW	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	No Permits Required
	Health Dept.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Permits Required for Food Trucks

ENTERED NOV 15 2018 - MTNB

Date	Department	N/A	APPROVED	DENIED	Additional Comments
	TED	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	No Permits Required
	Recreation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Application Received & Approved as Presented
	Bldg & Safety	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	No Additional Permits Required; Tents & Electrical Permits Obtained with Original Petition
	Bus. License	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	No Permits Required
	Mayor's Office	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	All Necessary permits must be obtained prior to event. If permits are not obtained, departments can enforce closure of event.
	Municipal Parking	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	No Jurisdiction
	DDOT	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	No Impact on Buses

**MAYOR'S OFFICE**

Signature: Bethanie Lusher

Date: November 5, 2018

## Bethanie Fisher - Fwd: Amendment for New Year's Eve Kids Countdown at Beacon Park #538

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**From:** Heather Badrak <[heather.badrak@downtowndetroit.org](mailto:heather.badrak@downtowndetroit.org)>  
**To:** Linda Vinyard <[linda.vinyard@detroitmi.gov](mailto:linda.vinyard@detroitmi.gov)>  
**Date:** 10/29/2018 5:34 PM  
**Subject:** Fwd: Amendment for New Year's Eve Kids Countdown at Beacon Park #538  
**Cc:** Maryann Marantette Listman <[maryann.listman@downtowndetroit.org](mailto:maryann.listman@downtowndetroit.org)>, Bethan...  
**Attachments:** New Year's Eve Kids Countdown.pdf

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Linda,

As discussed, attached is the map of the New Year's Eve event for kids at Beacon Park. Event details and description below.

Please let me know if you have any questions or need any additional information.

Thanks!

----- Forwarded message -----

**From:** David Cowan <[david.cowan@downtowndetroit.org](mailto:david.cowan@downtowndetroit.org)>  
**Date:** Mon, Oct 29, 2018 at 5:18 PM  
**Subject:** Amendment for New Year's Eve Kids Countdown at Beacon Park  
**To:** Heather Badrak <[heather.badrak@downtowndetroit.org](mailto:heather.badrak@downtowndetroit.org)>, Laura Dean <[laura.dean@downtowndetroit.org](mailto:laura.dean@downtowndetroit.org)>

Hi Heather,

Please find below the description of event and attached site plan for New Year's Eve Kids Countdown at Beacon Park.

**Date:** December 31st 2018

**Time:** 1pm - 6pm

**Free and Open to All**

**Event Description:** Based on Beacon Park's successful summer Family Fun Day series, this year's New Year's Eve Kids Countdown at Beacon Park will include a 60x100' heated tent, food trucks, holiday lighting and interactive installations, make-and-takes, a face painter, balloon release, live music, sparkling cider toast, and a mini-ball drop.

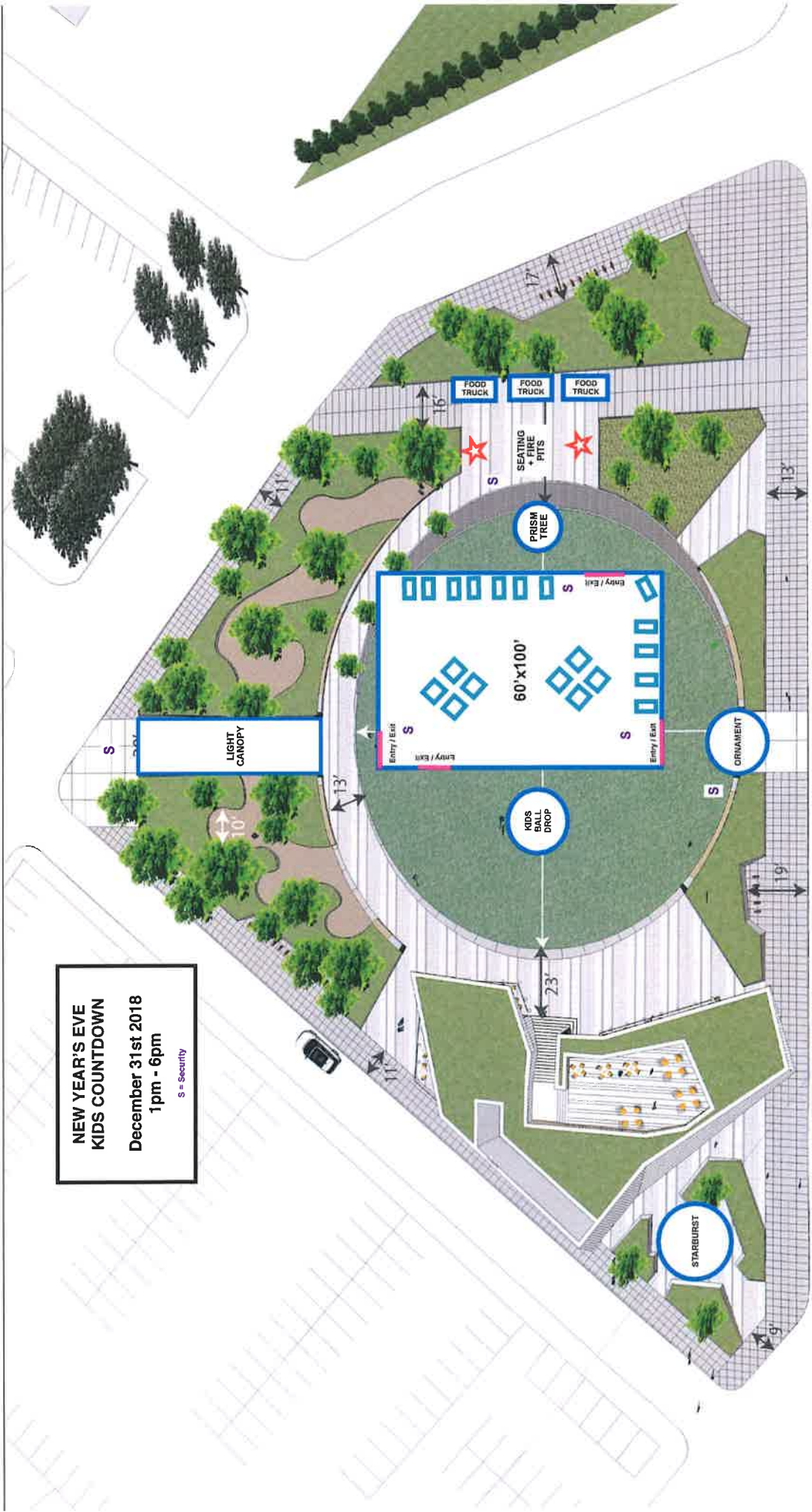
Best,  
David

--

**David Cowan | Director of Public Spaces**  
 Downtown Detroit Partnership  
 1 Campus Martius • Suite 380 • Detroit, MI 48226  
 d: [313.314.2707](tel:313.314.2707) • o: [313.566.8250](tel:313.566.8250)  
[www.downtowndetroit.org](http://www.downtowndetroit.org)



**NEW YEAR'S EVE  
KIDS COUNTDOWN**  
December 31st 2018  
1pm - 6pm  
S = Security



Janice M. Winfrey  
City Clerk

**City of Detroit**  
OFFICE OF THE CITY CLERK

Caven West  
Deputy City Clerk/Chief of Staff

**DEPARTMENTAL REFERENCE COMMUNICATION**

*Tuesday, September 25, 2018*

*To: The Department or Commission Listed Below*

*From: Janice M. Winfrey, Detroit City Clerk*

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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.

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MAYOR'S OFFICE    POLICE DEPARTMENT  
FIRE DEPARTMENT    BUSINESS LICENSE CENTER  
DPW - CITY ENGINEERING DIVISION  
BUILDINGS SAFETY ENGINEERING

**538**    *Downtown Detroit Partnership, request to hold "Beacon Park Winter Events" at 1901 Grand River, hosting various events with various dates from October 12, 2018 thru December 16, 2018.*

# City of Detroit Special Events Application

AL13 08:00 AM 02 DEC 2013

Successful events are the result of advance planning, effective communication and teamwork. The City of Detroit will be strictly adhering to the Special Events Guidelines; please print them out for reference. Petitioners are required to complete the information below so that the City of Detroit may gain a thorough understanding of the scope and needs of the event. This form must be completed and returned to the Special Events and Film Handling Office at least **60 days** prior to the first date of the event. If submitted later than 60 days prior, application is subject to denial. Please type or print clearly and attach additional sheets and maps as needed.

## Section 1- GENERAL EVENT INFORMATION

Event Name: BEACON PARK WINTER EVENTS

Event Location: 1901 GRAND RIVER

Is this going to be an annual event?  Yes  No

## Section 2- ORGANIZATION/APPLICANT INFORMATION

Organization Name: DOWNTOWN DETROIT PARTNERSHIP

Organization Mailing Address: 1 CAMPUS MARTIUS, SUITE 380, DETROIT, MI 48226

Business Phone: 313-715-9944

Business Website: DowntownDetroitParks.com

Applicant Name: HEATHER BADRAK

Business Phone:

Cell Phone: 313-715-9944

Email: HBADRAK@DETROIT300.ORG

Event On-Site Contact Person:

Name: DAVID COWAN

Business Phone:

Cell Phone: 734-377-3472

Email: david.cowan@downtowndetroit.org

Event Elements (check all that apply)

Walkathon

Carnival/Circus

Concert/Performance

Run/Marathon

Bike Race

Religious Ceremony

Political Event

Festival

Filming

Parade

Sports/Recreation

Rally/Demonstration

Convention/Conference

Fireworks

Other: PARK PROGRAMMING

Please provide a brief description of your event:

10/12 – 11/19, Interactive Public Art, Daily

11/16 Light up Beacon Park, 5p – midnight

11/24 Home for the Holidays, 5p – midnight

12/15 & 16, Selfies with Santa, (Family Fun), 1p – 5p

**What are the projected set-up, event and tear down dates and times (must be completed)?**

Begin Set-up Date :                      Time:                      Complete Set-up Date:                      Time:

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Event Start Date:                      Time:                      Event End Date:                      Time:

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Begin Tearing Down Date:                      Complete Tear Down Date:

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Event Times (If more than one day, give times for each day):

USING TENT CURRENTLY CONSTRUCTED IN BEACON PARK FOR FALL PROGRAMMING

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**Section 3- LOCATION/SITE INFORMATION**

Location of Event: BEACON PARK, 1901 GRAND RIVER, DETROIT, MI 48226

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Facilities to be used (circle):    Street                      Sidewalk                      Park                      City  
Facility

Please attach a copy of Port-a-John, Sanitation, and Emergency Medical Agreements as well as a site plan which illustrates the anticipated layout of your event including the following:

- Public entrance and exit
- Location of merchandising booths
- Location of food booths
- Location of garbage receptacles
- Location of beverage booths
- Location of sound stages
- Location of hand washing sinks
- Location of portable restrooms
- Location of First Aid
- Location of fire lane
- Proposed route for walk/run
- Location of tents and canopies
- Sketch of street closure
- Location of bleachers
- Location of press area
- Sketch of proposed light pole banners

**Section 4- ENTERTAINMENT**

Describe the entertainment for this year's event: ATTACHED.

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Will a sound system be used?     Yes     No

If yes, what type of sound system? House sound, amplified sound.

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Describe specific power needs for entertainment and/or music:

Park power.

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How many generators will be used? NONE \_\_\_\_\_

How will the generators be fueled? \_\_\_\_\_

Name of vendor providing generators:

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Contact Person:

Address:

Phone:

City/State/Zip

### Section 5- SALES INFORMATION

Will there be advanced ticket sales?  Yes  No

If yes, please describe:

Will there be on-site ticket sales?  Yes  No

If yes, list price(s):

Will there be vending or sales?  Yes  No

If yes, check all that apply:

Food  Merchandise  Non-Alcoholic Beverages  Alcoholic Beverages

Indicate type of items to be sold:

### Section 6- PUBLIC SAFETY & PARKING INFORMATION

Name of Private Security Company: Existing park contract security will be used.

Contact Person: EAGLE SECURITY/ MATT WARNER

Address:

Phone: 734-306-4871

City/State/Zip:

Number of Private Security Personnel Hired Per Shift:

Are the private security personnel (check all that apply):

Licensed

Armed

Bonded

How will you advise attendees of parking options?

WEBSITE

**Section 7- COMMUNICATION & COMMUNITY IMPACT INFORMATION**

How will your event impact the surrounding community (i.e. pedestrian traffic, sound carryover, safety)?

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Have local neighborhood groups/businesses approved your event?  Yes  No

Indicate what steps you have or will take to notify them of your event:

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**Section 8- EVENT SET-UP**

Complete the appropriate categories that apply to the event **Structure**

	How Many?	Size/Height
Booth		
Tents (enclosed on 3 sides)	_____	_____
Canopy (open on all sides)	_____	_____
Staging/Scaffolding	_____	_____
Bleachers	_____	_____

**Section 9- COMPLETE ALL THAT APPLY**

**Emergency medical services?**

Contact Person: Hart Medical for Light up Beacon Park

Address: 220 Bagley, Suite 912

City/State/Zip: Detroit, MI 48226

**Name of company providing port-a-johns. Scotty's Potties as needed**

Contact Person: Lori Proctor

Address: PO Box 530845

Phone: 734-421-1400

City/State/Zip: Livonia, MI 48153

**Name of private catering company? N/A**

Contact Person:

Address:

Phone:

City/State/Zip:

**SPECIAL USE REQUESTS**

List any streets or possible streets you are requesting to be closed. Include the day, date, and time of requested closing and reopening. Neighborhood Signatures must be submitted with application for approval. Barricades are not available from the City of Detroit.

Attach a map or sketch of the proposed area for closure.

**STREET NAME:** \_\_\_\_\_

**FROM:** \_\_\_\_\_ **TO:** \_\_\_\_\_

**CLOSURE DATES:** \_\_\_\_\_ **BEG TIME:** \_\_\_\_\_ **END TIME:** \_\_\_\_\_

**REOPEN DATE:** \_\_\_\_\_ **TIME:** \_\_\_\_\_

**STREET NAME:** \_\_\_\_\_

**FROM:** \_\_\_\_\_ **TO:** \_\_\_\_\_

**CLOSURE DATES:** \_\_\_\_\_ **BEG TIME:** \_\_\_\_\_ **END TIME:** \_\_\_\_\_

**REOPEN DATE:** \_\_\_\_\_ **TIME:** \_\_\_\_\_

**STREET NAME:** \_\_\_\_\_

**FROM:** \_\_\_\_\_ **TO:** \_\_\_\_\_

**CLOSURE DATES:** \_\_\_\_\_ **BEG TIME:** \_\_\_\_\_ **END TIME:** \_\_\_\_\_

**REOPEN DATE:** \_\_\_\_\_ **TIME:** \_\_\_\_\_

**STREET NAME:** \_\_\_\_\_

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**CLOSURE DATES:** \_\_\_\_\_ **BEG TIME:** \_\_\_\_\_ **END TIME:** \_\_\_\_\_

**REOPEN DATE:** \_\_\_\_\_ **TIME:** \_\_\_\_\_

**STREET NAME:** \_\_\_\_\_

**FROM:** \_\_\_\_\_ **TO:** \_\_\_\_\_

**CLOSURE DATES:** \_\_\_\_\_ **BEG TIME:** \_\_\_\_\_ **END TIME:** \_\_\_\_\_

**REOPEN DATE:** \_\_\_\_\_ **TIME:** \_\_\_\_\_

**PLEASE ADD IMPORTANT INFORMATION BELOW AND ATTACH A COPY OF THE FOLLOWING:**

- 1) **CERTIFICATE OF INSURANCE**
- 2) **EMERGENCY MEDICAL AGREEMENT**
- 3) **SANITATION AGREEMENT**
- 4) **PORT-A-JOHN AGREEMENT**
- 5) **COMMUNITY COMMUNICATION**

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**AUTHORIZATION & AFFIDAVIT OF APPLICANT**

I certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief that I have read, understood and agreed to abide by the rules and regulations governing the proposed Special Event, and I understand that this application is made subject to the rules and regulations established by the Mayor or the Mayor's designee. Applicant agrees to comply with all other requirements of the City, County, State, and Federal Government and any other applicable entity, which may pertain to Special Events. I further agree to abide by these rules, and further certify that I, on behalf of the Event agree to be financially responsible for any costs and fees that may be incurred by or on behalf of the Event, to the City of Detroit.

  
Signature of Applicant

9/10/18  
Date

NOTE: Completion of this form does not constitute approval of your event. Pending review by the Special Events Management Team, you will be notified of any requirements, fees, and/or restrictions pertaining to your event.

**HOLD HARMLESS AND INDEMNIFICATION**

The Applicant agrees to indemnify and hold the City of Detroit (which includes its agencies, officers, elected officials, appointed officials and employees) harmless from and against injury, loss, damage or liability (or any claims in respect of the foregoing including claims for personal injury and death, damage to property, and reasonable outside attorney's fees) arising from activities associated with this permit, except to the extent attributable to the gross negligence or intentional act or omission of the City.

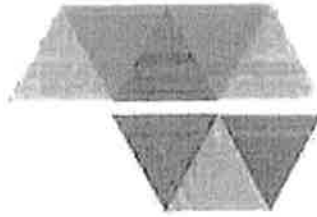
Applicant affirms that Applicant has read and understands the Hold Harmless and Indemnification provision and agrees to the terms expressed therein.

(Please Print)

Event Name: \_\_\_\_\_ Event Date: \_\_\_\_\_

Event Organizer: \_\_\_\_\_

Applicant Signature:  \_\_\_\_\_ Date: \_\_\_\_\_



**DOWNTOWN  
DETROIT  
PARTNERSHIP**  
Parks + Public Spaces



**BEACON  
PARK**

**2018 Programming | Beacon Park |**

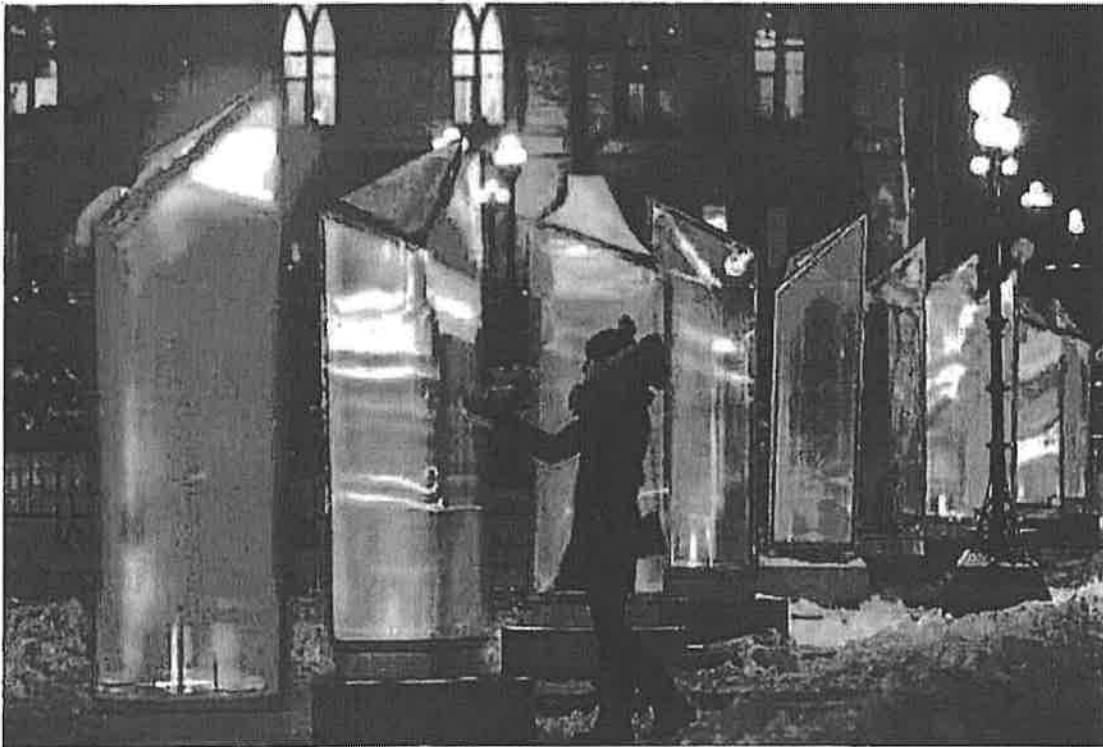
# 1. DESCRIPTION OF THE ARTWORK

**Name:** *Prismatica*  
**Type:** *Interactive light installation*  
**Location:** *Outdoors / Indoors*

**Description:**

A modern ice palace. Prismatica turns heads with the countless colourful reflections made by its giant prisms. Visitors can walk among them to see city life in every colour of the spectrum, and turn the prisms to make the colours dance. After sunset, the enormous interactive kaleidoscope's illusory effects reach a crescendo.

Prismatica is a participatory installation comprising 25 pivoting prisms more than two meters tall. Each one is made of panels covered with a dichroic film that reflects the colours of the rainbow, varying with the light source and viewing angle. Each prism is mounted on a base containing a projector that gives the installation a new dimension after nightfall. The rotation of the prisms triggers variable-intensity bell music.



**Ottawa 2016**

**Credit : Doublespace Photography**

Public Art Display 10/12 - 11/19

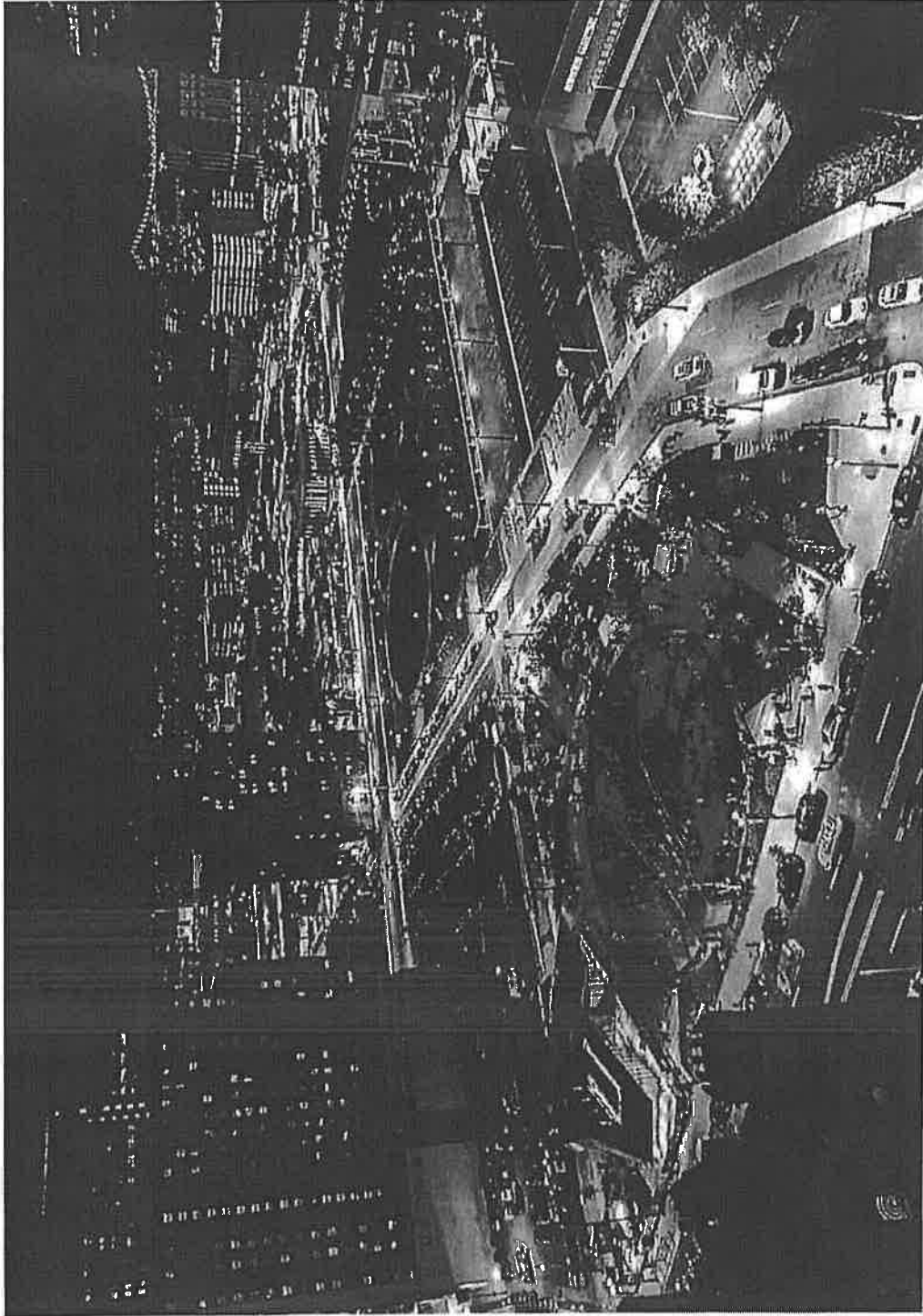


November 16, 2018

## Light Up Beacon Park

Contemporary Holiday Lighting

- Holiday lighting reveal including oversized ornaments, interactive attractions + winter attractions
- Selfies with Santa in the Winter Lodge at Beacon Park
- Live performances and DJ
- Live streaming of Tree Lighting celebration
- Fire pits, food and beverage supported by Humen



Events in tent:

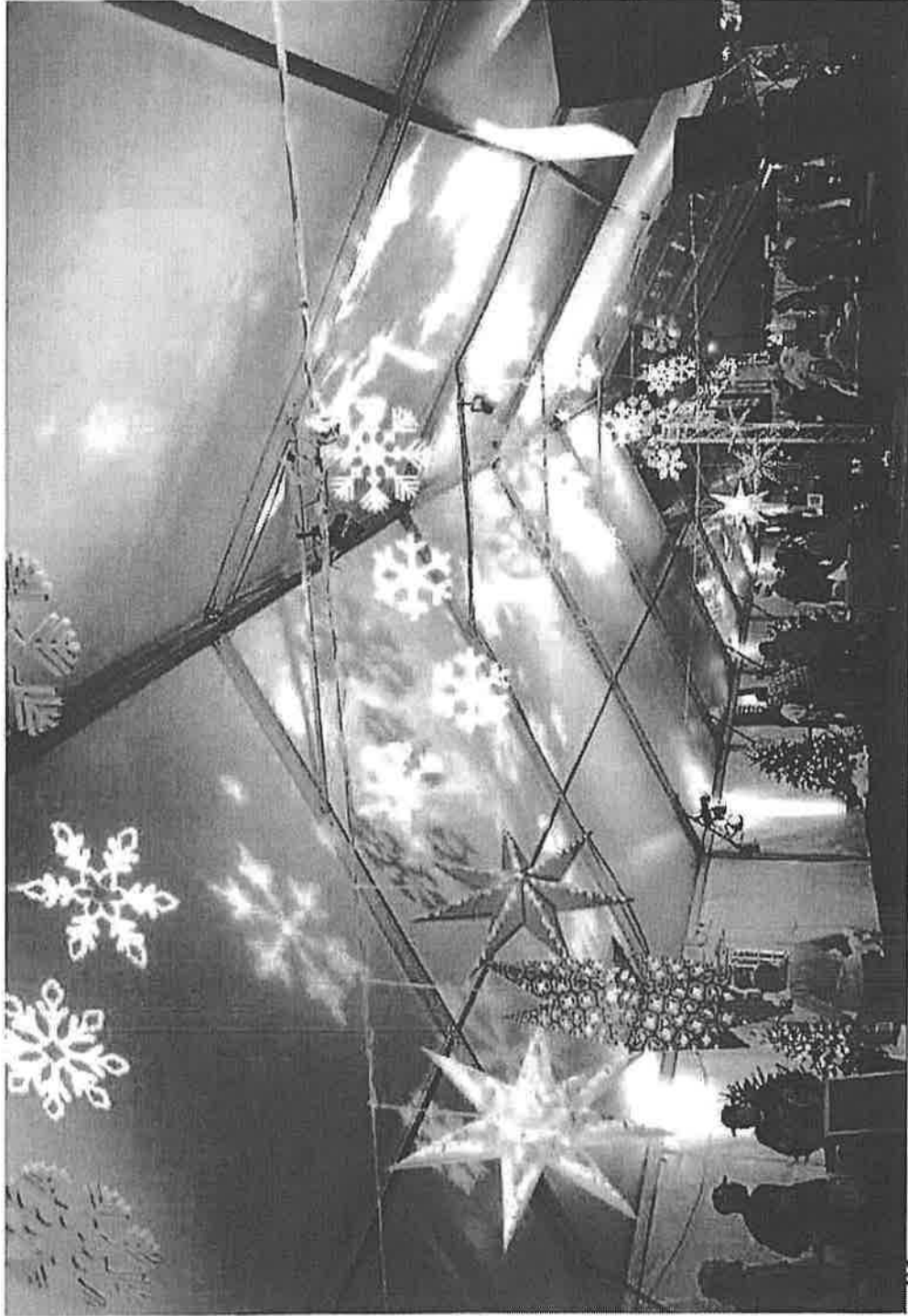
- Home for the Holidays  
November 24, 2018
- Selfies with Santa  
December 15 & 16, 2018

## The Winter Lodge at

### Beacon Park Heated Clear Panel Tent

(BUILT IN OCTOBER)

- 100x100<sup>80</sup> heated tent
- Clear paneled and decorated
- Extends programming season for music, leagues, food and beverage events, and potential rental collaborations



2018-09-25

538

538 *Petition of Downtown Detroit  
Partnership, request to hold "Beacon  
Park Winter Events" at 1901 Grand  
River, hosting various events with  
various dates from October 12, 2018  
thru December 16, 2018. → 12-31-18*

**REFERRED TO THE FOLLOWING DEPARTMENT(S)**

MAYOR'S OFFICE POLICE DEPARTMENT  
FIRE DEPARTMENT BUSINESS LICENSE CENTER  
DPW - CITY ENGINEERING DIVISION  
BUILDINGS SAFETY ENGINEERING

~~28~~  
28  
11

**OFFICE OF CONTRACTING  
AND PROCUREMENT**

November 7, 2018

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

6001744      100% City Funding – To Provide Capital Projects at Coleman A. Young Airport. – Contractor: Detroit Building Authority – Location: 1301 Third, Ste. 328, Detroit, MI 48226 – Contract Period: Upon City Council Approval through November 13, 2021 – Total Contract Amount: \$4,000,000.00. **AIRPORT**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

BY COUNCIL MEMBER           BENSON          

**RESOLVED**, that Contract No. 6001744 referred to in the foregoing communication dated November 7, 2018 be hereby and is approved.

ENTERED NOV 19 2018

M.T.F. NB (JA) 3-D (Awaiting required info. requested by Member Ayers i.e. Account number & other missing info. of How the money will be used.)

OFFICE OF CONTRACTING  
AND PROCUREMENT

24  
12

November 7, 2018

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

2859838      100% City Funding – AMEND 3 – To Provide an Extension to Continue Managing the EMS Billing Services. – Contractor: Accumed Billing, Inc. – Location: PO Box 2122, Riverview, MI 48192 – Contract Period: Upon City Council Approval through April 23, 2019 – Contract Increase: \$698,600.00 – Total Contract Amount: \$9,489,800.00. **FIRE**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

BY COUNCIL MEMBER           BENSON          

**RESOLVED**, that Contract No. 2859838 referred to in the foregoing communication dated November 7, 2018 be hereby and is approved.

ENTERED NOV 19 2018 M.T.F. NB (JA) 3-0



OFFICE OF CONTRACTING  
AND PROCUREMENT

25  
13

November 7, 2018

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

6001735      100% City Funding – To Provide Firefighter PPE Gear (Short Hoods) – Contractor: R & R Fire Truck Repair, Inc. – Location: 751 Doheny Dr., Northville, MI 48167 – Contract Period: Upon City Council Approval through November 19, 2020 – Total Contract Amount: \$300,000.00.  
**FIRE**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

BY COUNCIL MEMBER           BENSON          

**RESOLVED**, that Contract No. 6001735 referred to in the foregoing communication dated November 7, 2018 be hereby and is approved.

ENTERED NOV 19 2018 M.T.F. NB (JA) 3-0

OFFICE OF CONTRACTING  
AND PROCUREMENT

26  
14

November 7, 2018

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

6001745      100% City Funding – To Provide Nozzles, Fittings, and Repair Parts. – Contractor: R & R Fire Truck Repair, Inc. – Location: 751 Doheny Dr., Northville, MI 48167 – Contract Period: Upon City Council Approval through November 19, 2020 – Total Contract Amount: \$80,000.00. **FIRE**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

BY COUNCIL MEMBER           BENSON          

**RESOLVED**, that Contract No. 6001745 referred to in the foregoing communication dated November 7, 2018 be hereby and is approved.

ENTERED NOV 19 2018 M. T. F. NB (JA) 3-0

OFFICE OF CONTRACTING  
AND PROCUREMENT

27  
15

November 8, 2018

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

6000126 100% Federal Funding – AMEND 1 – To Provide Fiscal and Grant Administration Services for HOPWA. – Contractor: Southeastern Michigan Health Association – Location: 200 Fisher Bldg. 3011 W. Grand Blvd., Detroit, MI 48202 – Contract Period: Upon City Council Approval through June 30, 2019 – Contract Increase: \$1,568,337.00 – Total Contract Amount: \$7,868,337.00. **HEALTH**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

BY COUNCIL MEMBER BENSON

**RESOLVED**, that Contract No. 6000126 referred to in the foregoing communication dated November 8, 2018, be hereby and is approved.

ENTERED NOV 19 2018 M. T. F. NB (RM) 3-0

**OFFICE OF CONTRACTING  
AND PROCUREMENT**

~~27~~  
**28**  
**16**

November 7, 2018

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3027569      100% City Funding – To Provide Emergency Residential Demolition for Cat. 1, 5759 Ogden, and 825 Crossley – Contractor: – Dore & Associates Contracting, Inc. – Location: 900 Harry Truman Pkwy., Bay City, MI 48706 – Contract Period: Upon City Council Approval through October 1, 2019 – Total Contract Amount: \$38,900.00.      **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

**BY COUNCIL MEMBER**           **BENSON**          

**RESOLVED**, that Contract No. 3027569 referred to in the foregoing communication dated November 7, 2018 be hereby and is approved.

**ENTERED NOV 19 2018**    M.T.F. NB (RM) 3-0

OFFICE OF CONTRACTING  
AND PROCUREMENT

29  
17

November 7, 2018

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3027919 100% City Funding – To Provide Emergency Demolition at 5080 Ivanhoe, 6418 & 6424 Van Buren, and 8619 Military – Contractor: Smalley Construction, Inc. – Location: 1224 Locust St., Jackson, MI 49203 – Contract Period: Upon City Council Approval through November 19, 2019 – Total Contract Amount: \$78,200.00. **HOUSING AND REVITALIZATION**

and 4687 Oregon

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

BY COUNCIL MEMBER BENSON

**RESOLVED**, that Contract No. 3027919 referred to in the foregoing communication dated November 7, 2018 be hereby and is approved.

ENTERED NOV 19 2018 M. T. F. NB with correction (RM) 3-0

OFFICE OF CONTRACTING  
AND PROCUREMENT

30  
18

November 7, 2018

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3028611      100% City Funding – To Provide Residential Demolition for 9.7.18 Group B. – Contractor: Gayanga Co. – Location: 1420 Washington Blvd., Suite 301, Detroit. MI 48226 – Contract Period: Upon City Council Approval through November 4, 2019 – Total Contract Amount: \$850,459.50.  
**HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

BY COUNCIL MEMBER                     BENSON                    

**RESOLVED**, that Contract No. 3028611 referred to in the foregoing communication dated November 7, 2018 be hereby and is approved.

ENTERED NOV 19 2018 M.T.F. NB (RM) 3-0

**OFFICE OF CONTRACTING  
AND PROCUREMENT**

11  
19

November 7, 2018

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3028634 100% City Funding – To Provide Residential Demolition for 9.7.18 Group A. – Contractor: DMC Consultants, Inc. – Location: 13500 Foley, Detroit, MI 48227 – Contract Period: Upon City Council Approval through October 29, 2019 – Total Contract Amount: \$791,724.40. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

**BY COUNCIL MEMBER** BENSON

**RESOLVED**, that Contract No. 3028634 referred to in the foregoing communication dated November 7, 2018 be hereby and is approved.

ENTERED NOV 19 2018 M.T.F. NB (RM) 3-0

**OFFICE OF CONTRACTING  
AND PROCUREMENT**

32  
20

November 7, 2018

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3028659      100% City Funding – To Provide Demolition for Group 70; 13146 Flanders, 13119 Mack, 11405 Whittier, and 12132 Gratiot. – Contractor: Salenbien Trucking and Excavating, Inc. – Location: 9217 N. Ann Arbor Rd., Dundee, MI 48131 – Contract Period: Upon City Council Approval through October 15, 2019 – Total Contract Amount: \$180,184.00.  
**HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

**BY COUNCIL MEMBER**           BENSON          

**RESOLVED**, that Contract No. 3028659 referred to in the foregoing communication dated November 7, 2018 be hereby and is approved.

ENTERED NOV 19 2018

M.T.F. NB

(RM)

3-0



**OFFICE OF CONTRACTING  
AND PROCUREMENT**

33  
21

November 7, 2018

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3028723      100% City Funding – To Provide Commercial Demolition for Group 77; 5343 Bellevue. – Contractor: Homrich – Location: 65 Cadillac Square, Ste. 2701, Detroit, MI 48226 – Contract Period: Upon City Council Approval through November 14, 2019 – Total Contract Amount: \$1,373,000.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

**BY COUNCIL MEMBER**           **BENSON**          

**RESOLVED**, that Contract No. 3028723 referred to in the foregoing communication dated November 7, 2018 be hereby and is approved.

ENTERED NOV 19 2018 M.T.F. NB (RM) 3-0

OFFICE OF CONTRACTING  
AND PROCUREMENT

34  
22

November 7, 2018

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3028728      100% City Funding – To Provide Commercial Demolition for Group 76;  
7524 E. Seven Mile – Contractor: Smalley Construction, Inc. – Location:  
1224 Locust St., Jackson, MI 49203 – Contract Period: Upon City Council  
Approval through November 15, 2019 – Total Contract Amount:  
\$126,830.00. **HOUSING AND REVITALIZATION**

and 17800 Dequindre

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

BY COUNCIL MEMBER           BENSON          

**RESOLVED**, that Contract No. 3028728 referred to in the foregoing communication dated November 7, 2018 be hereby and is approved.

ENTERED NOV 19 2018 M.T.F. NB with correction (RM) 3-0

OFFICE OF CONTRACTING  
AND PROCUREMENT

35  
23

November 7, 2018

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3028820 100% City Funding – To Provide Demolition for Commercial Group 71; 440 Cottrell, 4300 Cabot, 1764 Calumet, 3232 W. Warren, 6782 W. Warren, and 6155 W. Grand River. – Contractor: Salenbien Trucking and Excavating, Inc. – Location: 9217 N. Ann Arbor Rd., Dundee, MI 48131– Contract Period: Upon City Council Approval through October 24, 2019 – Total Contract Amount: \$281,780.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

BY COUNCIL MEMBER BENSON

**RESOLVED**, that Contract No. 3028820 referred to in the foregoing communication dated November 7, 2018 be hereby and is approved.

ENTERED NOV 19 2018 M.T.F. NB (RM) 3-0

OFFICE OF CONTRACTING  
AND PROCUREMENT

~~38~~  
24

November 7, 2018

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3028821      100% City Funding – To Provide Demolition for Commercial Group 72; 19240 Schoolcraft, and 20919 Fenkell. – Contractor: Salenbien Trucking and Excavating, Inc. – Location: 9217 N. Ann Arbor Rd., Dundee, MI 48131– Contract Period: Upon City Council Approval through October 25, 2019 – Total Contract Amount: \$117,373.00. **HOUSING AND REVITALIZATION**

20243 Schoolcraft,

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

BY COUNCIL MEMBER           BENSON          

**RESOLVED**, that Contract No. 3028821 referred to in the foregoing communication dated November 7, 2018 be hereby and is approved.

ENTERED NOV 19 2018 M.T.F. NB with correction (RM) 3-0

**OFFICE OF CONTRACTING  
AND PROCUREMENT**

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25

November 7, 2018

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3028822      100% City Funding – To Provide Demolition for Commercial Group 73; 14009 Meyers, and 18211 John R. – Contractor: Salenbien Trucking and Excavating, Inc. – Location: 9217 N. Ann Arbor Rd., Dundee, MI 48131– Contract Period: Upon City Council Approval through October 25, 2019 – Total Contract Amount: \$69,827.00.      **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

**BY COUNCIL MEMBER**                     **BENSON**                    

**RESOLVED**, that Contract No. 3028822 referred to in the foregoing communication dated November 7, 2018 be hereby and is approved.

ENTERED NOV 19 2018 M. T. F. NB (RM) 3-0

**OFFICE OF CONTRACTING  
AND PROCUREMENT**

38  
26

November 7, 2018

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3028906      100% City Funding – To Provide Imminent Danger Demolition at 12460 Waltham, 14212 Spring Garden, 14424 Spring Garden, and 14515 Troester. – Contractor: Smalley Construction, Inc. – Location: 1224 Locust St., Jackson, MI 49203 – Contract Period: Upon City Council Approval through April 28, 2019 – Total Contract Amount: \$71,740.00.  
**HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

BY COUNCIL MEMBER                     BENSON                    

**RESOLVED**, that Contract No. 3028906 referred to in the foregoing communication dated November 7, 2018 be hereby and is approved.

ENTERED NOV 19 2018 M. T. F. NB (RM) 3-0

OFFICE OF CONTRACTING  
AND PROCUREMENT

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27

November 7, 2018

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3028924      100% City Funding – To Provide Imminent Danger Demolition at 7901 Burdeno, and 9585 Graham. – Contractor: Smalley Construction, Inc. – Location: 1224 Locust St., Jackson, MI 49203 – Contract Period: Upon City Council Approval through April 28, 2019 – Total Contract Amount: \$51,000.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

BY COUNCIL MEMBER           BENSON          

**RESOLVED**, that Contract No. 3028924 referred to in the foregoing communication dated November 7, 2018 be hereby and is approved.

ENTERED NOV 19 2018 M.T.F. NB (RM) 3-0

**OFFICE OF CONTRACTING  
AND PROCUREMENT**

90  
28

November 7, 2018

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3028961      100% City Funding – To Provide Imminent Danger Demolition at 2406 Wendell, 8524 Olivet, and 8601 Olivet. – Contractor: Smalley Construction, Inc. – Location: 1224 Locust St., Jackson, MI 49203 – Contract Period: Upon City Council Approval through April 26, 2019 – Total Contract Amount: \$76,350.00.      **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

**BY COUNCIL MEMBER**           BENSON          

**RESOLVED**, that Contract No. 3028961 referred to in the foregoing communication dated November 7, 2018 be hereby and is approved.

ENTERED NOV 19 2018 M.T.F. NB (RM) 3-0



**OFFICE OF CONTRACTING  
AND PROCUREMENT**

**41  
29**

November 7, 2018

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3028962      100% City Funding – To Provide Imminent Danger Demolition at 4201 Marlborough. – Contractor: Smalley Construction, Inc. – Location: 1224 Locust St., Jackson, MI 49203 – Contract Period: Upon City Council Approval through April 28, 2019 – Total Contract Amount: \$16,500.00.  
**HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

**BY COUNCIL MEMBER           BENSON**

**RESOLVED**, that Contract No. 3028962 referred to in the foregoing communication dated November 7, 2018 be hereby and is approved.

**ENTERED NOV 19 2018 M. T. F. NB (RM) 3-0**

OFFICE OF CONTRACTING  
AND PROCUREMENT

42  
30

November 7, 2018

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3028969      100% City Funding – To Provide Imminent Danger Demolition at 439-41, and 451 W. Savannah. – Contractor: Smalley Construction, Inc. – Location: 1224 Locust St., Jackson, MI 49203 – Contract Period: Upon City Council Approval through April 29, 2019 – Total Contract Amount: \$47,000.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

BY COUNCIL MEMBER           BENSON          

**RESOLVED**, that Contract No. 3028969 referred to in the foregoing communication dated November 7, 2018 be hereby and is approved.

ENTERED NOV 19 2018 M.T.F. NB (RM) 3-0

**OFFICE OF CONTRACTING  
AND PROCUREMENT**

45  
31

November 7, 2018

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3028982      100% City Funding – To Provide Imminent Danger Demolition at 1626 Monterey. – Contractor: Smalley Construction, Inc. – Location: 1224 Locust St., Jackson, MI 49203 – Contract Period: Upon City Council Approval through April 29, 2019 – Total Contract Amount: \$20,400.00.  
**HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

**BY COUNCIL MEMBER**           BENSON          

**RESOLVED**, that Contract No. 3028982 referred to in the foregoing communication dated November 7, 2018 be hereby and is approved.

ENTERED NOV 19 2018 M. T. F. NB (RM) 3-0

OFFICE OF CONTRACTING  
AND PROCUREMENT

44  
32

November 7, 2018

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3028986      100% City Funding – To Provide Residential Demolition for 9.19.18 Group A. – Contractor: Gayanga Co. – Location: 1420 Washington Blvd., Suite 301, Detroit, MI 48226 – Contract Period: Upon City Council Approval through November 19, 2019 – Total Contract Amount: \$720,514.10. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

BY COUNCIL MEMBER           BENSON          

**RESOLVED**, that Contract No. 3028986 referred to in the foregoing communication dated November 7, 2018 be hereby and is approved.

ENTERED NOV 19 2018 M. T. F. NB (RM) 3-0

**OFFICE OF CONTRACTING  
AND PROCUREMENT**

45  
33

November 7, 2018

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3028991      100% City Funding – To Provide Residential Demolition for 9.19.18 Group B. – Contractor: Gayanga Co. – Location: 1420 Washington Blvd., Suite 301, Detroit. MI 48226 – Contract Period: Upon City Council Approval through November 19, 2019 – Total Contract Amount: \$885,978.40. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

**BY COUNCIL MEMBER**           BENSON          

**RESOLVED**, that Contract No. 3028991 referred to in the foregoing communication dated November 7, 2018 be hereby and is approved.

ENTERED NOV 19 2018 M.T.F. NB (RM) 3-D

**OFFICE OF CONTRACTING  
AND PROCUREMENT**

46  
34

November 7, 2018

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3028994      100% City Funding – To Provide Commercial Demolition for Group 78. – Contractor: Smalley Construction, Inc. – Location: 1224 Locust St., Jackson, MI 49203 – Contract Period: Upon City Council Approval through November 19, 2019 – Total Contract Amount: \$116,450.15.  
**HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

**BY COUNCIL MEMBER**           **BENSON**          

**RESOLVED**, that Contract No. 3028994 referred to in the foregoing communication dated November 7, 2018 be hereby and is approved.

ENTERED NOV 19 2018 M. T. F. NB (RM) 3-0

OFFICE OF CONTRACTING  
AND PROCUREMENT

17  
35

November 7, 2018

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3028995      100% City Funding – To Provide Commercial Demolition for Group 79. – Contractor: Smalley Construction, Inc. – Location: 1224 Locust St., Jackson, MI 49203 – Contract Period: Upon City Council Approval through November 19, 2019 – Total Contract Amount: \$75,992.00.  
**HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

BY COUNCIL MEMBER                     BENSON                    

**RESOLVED**, that Contract No. 3028995 referred to in the foregoing communication dated November 7, 2018 be hereby and is approved.

ENTERED NOV 19 2018 M.T.F. NB (RM) 3-0

OFFICE OF CONTRACTING  
AND PROCUREMENT

48  
36

November 7, 2018

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3028996      100% City Funding – To Provide Commercial Demolition for Group 80. – Contractor: Smalley Construction, Inc. – Location: 1224 Locust St., Jackson, MI 49203 – Contract Period: Upon City Council Approval through November 19, 2019 – Total Contract Amount: \$183,804.50.  
**HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

BY COUNCIL MEMBER           BENSON          

**RESOLVED**, that Contract No. 3028996 referred to in the foregoing communication dated November 7, 2018 be hereby and is approved.

ENTERED NOV 19 2018 M. T. F. NB (RM) 3-0



**OFFICE OF CONTRACTING  
AND PROCUREMENT**

49  
37

November 7, 2018

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3029043      100% City Funding – To Provide Imminent Danger Demolition at 16540 Plymouth. – Contractor: – Dore & Associates Contracting, Inc. – Location: 900 Harry Truman Pkwy., Bay City, MI 48706 – Contract Period: Upon City Council Approval through May 31, 2019 – Total Contract Amount: \$43,900.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

**BY COUNCIL MEMBER**           **BENSON**          

**RESOLVED**, that Contract No. 3029043 referred to in the foregoing communication dated November 7, 2018 be hereby and is approved.

ENTERED NOV 19 2018 M.T.F. NB (RM) 3-0

OFFICE OF CONTRACTING  
AND PROCUREMENT

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38

November 7, 2018

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3029044      100% City Funding – To Provide Imminent Danger Demolition at 7431 W. Warren. – Contractor: – Dore & Associates Contracting, Inc. – Location: 900 Harry Truman Pkwy., Bay City, MI 48706 – Contract Period: Upon City Council Approval through May 31, 2019 – Total Contract Amount: \$92,700.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

BY COUNCIL MEMBER           BENSON          

**RESOLVED**, that Contract No. 3029044 referred to in the foregoing communication dated November 7, 2018 be hereby and is approved.

ENTERED NOV 19 2018 M.T.F. NB (RM) 3-0

**OFFICE OF CONTRACTING  
AND PROCUREMENT**

**51**  
**39**

November 7, 2018

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3029122      100% City Funding – To Provide Residential Demolition for 9.19.18 Group C. – Contractor: Gayanga Co. – Location: 1420 Washington Blvd., Suite 301, Detroit, MI 48226 – Contract Period: Upon City Council Approval through November 19, 2019 – Total Contract Amount: \$938,555.25. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

**BY COUNCIL MEMBER**           **BENSON**          

**RESOLVED**, that Contract No. 3029122 referred to in the foregoing communication dated November 7, 2018 be hereby and is approved.

**ENTERED NOV 19 2018** M. T. F. NB (RM) 3-0

**OFFICE OF CONTRACTING  
AND PROCUREMENT**

52  
40

November 7, 2018

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3029215      100% City Funding – To Provide Imminent Danger Demolition of 5839 Chene. – Contractor: Gayanga Co. – Location: 1420 Washington Blvd., Suite 301, Detroit, MI 48226 – Contract Period: Upon City Council Approval through May 18, 2019 – Total Contract Amount: \$24,355.00.  
**HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

BY COUNCIL MEMBER           BENSON          

**RESOLVED**, that Contract No. 3029215 referred to in the foregoing communication dated November 7, 2018 be hereby and is approved.

ENTERED NOV 19 2018 M.T.F. NB (RM) 3-0

**OFFICE OF CONTRACTING  
AND PROCUREMENT**

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November 8, 2018

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3028385      100% City Funding – To Provide Emergency Residential Demolition at 1210 Burlingame, 2245 Sturtevant, 3359-61 Monterey, 14802 San Juan, and 15633 Inverness – Contractor: – Dore & Associates Contracting, Inc. – Location: 900 Harry Truman Pkwy., Bay City, MI 48706 – Contract Period: Upon City Council Approval through October 29, 2019 – Total Contract Amount: \$137,600.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

BY COUNCIL MEMBER           BENSON          

**RESOLVED**, that Contract No. 3028385 referred to in the foregoing communication dated November 8, 2018, be hereby and is approved.

ENTERED NOV 19 2018 M.T.F. NB (RM) 3-0

OFFICE OF CONTRACTING  
AND PROCUREMENT

89  
54  
42

November 8, 2018

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3028386      100% City Funding – To Provide Emergency Demolition at 14014 Monte Vista, 14571 Hubbell, 14826 Prest, 14832 Prest, and 14202 Kentucky – Dore & Associates Contracting, Inc. – Location: 900 Harry Truman Pkwy., Bay City, MI 48706 – Contract Period: Upon City Council Approval through October 29, 2019 – Total Contract Amount: \$110,400.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

BY COUNCIL MEMBER                     BENSON                    

**RESOLVED**, that Contract No. 3028386 referred to in the foregoing communication dated November 8, 2018, be hereby and is approved.

ENTERED NOV 19 2018 M.T.F. NB (RM) 3-0

OFFICE OF CONTRACTING  
AND PROCUREMENT

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November 8, 2018

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3028916      100% City Funding – To Provide Emergency Demolition at 1744 E. Grand Blvd., and 3900 Concord – Contractor: Salenbien Trucking and Excavating, Inc. – Location: 9217 N. Ann Arbor Rd., Dundee, MI 48131 – Contract Period: Upon City Council Approval through November 19, 2019 – Total Contract Amount: \$79,000.00.      **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

BY COUNCIL MEMBER                     BENSON                    

**RESOLVED**, that Contract No. 3028916 referred to in the foregoing communication dated November 8, 2018, be hereby and is approved.

ENTERED NOV 19 2018 M.T.F. NB (RM) 3-0

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**OFFICE OF CONTRACTING  
AND PROCUREMENT**

November 8, 2018

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3029078      100% City Funding – To Provide Commercial Demolition for Group 75; 7101 Purtian, 8525 Fenkell, 17540 Joseph Campau, 5048 E. McNichols, 13580 Orleans, 14016 Meyers, 7101 E. Seven Mile, and 12434 Greiner – Contractor: Salenbien Trucking and Excavating, Inc. – Location: 9217 N. Ann Arbor Rd., Dundee, MI 48131 – Contract Period: Upon City Council Approval through October 31, 2019 – Total Contract Amount: \$302,022.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

**BY COUNCIL MEMBER**           BENSON          

**RESOLVED**, that Contract No. 3029078 referred to in the foregoing communication dated November 8, 2018, be hereby and is approved.

**ENTERED** NOV 19 2018 M. T. F. NB (RM) 3-0



OFFICE OF CONTRACTING  
AND PROCUREMENT

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November 8, 2018

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3029250      100% City Funding – To Provide Demolition for Group 69; 8800 Linwood, 8225 Harper, 10281 Gratiot, and 10291 Gratiot. – Contractor: Able Demolition. – Location: 5675 Auburn Rd., Shelby Township, MI 48317 – Contract Period: Upon City Council Approval through November 6, 2019 – Total Contract Amount: \$129,699.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

BY COUNCIL MEMBER           BENSON          

**RESOLVED**, that Contract No. 3029250 referred to in the foregoing communication dated November 8, 2018, be hereby and is approved.

ENTERED NOV 19 2018 M. T. F. NB (RM) 3-0

OFFICE OF CONTRACTING  
AND PROCUREMENT

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November 8, 2018

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

2884051      100% City Funding – AMEND 3 – To Provide an Inter-Agency Agreement between the City of Detroit/Detroit Police Department and the Michigan Department of Corrections for the Detroit Detention Center. – Location: 206 E. Michigan Ave., Lansing, MI 48933 – Contract Period: Upon City Council Approval through July 31, 2019 – Contract Increase: \$4,455,616.66 – Total Contract Amount: \$42,972,456.66. **POLICE**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

BY COUNCIL MEMBER                     BENSON                    

**RESOLVED**, that Contract No. 2884051 referred to in the foregoing communication dated November 8, 2018, be hereby and is approved.

ENTERED NOV 19 2018 M.T.F. NB (JA) 3-0

OFFICE OF CONTRACTING  
AND PROCUREMENT

54  
59  
47

November 8, 2018

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

6001654      100% City Funding – AMEND 1 – To Provide Fiduciary Administrative Services. – Contractor: Black Family Development, Inc. – Location: 2995 E. Grand Blvd., Detroit, MI 48202 – Contract Period: Upon City Council Approval through October 1, 2021 – Contract Increase: \$1,214,649.30 – Total Contract Amount: \$1,349,631.00. **POLICE**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

BY COUNCIL MEMBER           BENSON          

**RESOLVED**, that Contract No. 6001654 referred to in the foregoing communication dated November 8, 2018, be hereby and is approved.

ENTERED NOV 19 2018 M. T. F. NB (JA) 3-0

OFFICE OF CONTRACTING  
AND PROCUREMENT

98  
60  
48

November 7, 2018

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

2841740      100% Street Funding – AMEND 2 – To Provide Additional Funds, and Extend Contract for Construction, Engineering and Inspection Services. – Contractor: Parsons Brinckeroff Michigan, Inc. – Location: 500 Griswold, Ste.2900, Detroit, MI 48226 – Contract Period: Upon City Council Approval through June 30, 2022 – Contract Increase: \$102,053.04 – Total Contract Amount: \$2,527,517.19.      **DEPARTMENT OF PUBLIC WORKS**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

BY COUNCIL MEMBER           BENSON          

**RESOLVED**, that Contract No. 2841740 referred to in the foregoing communication dated November 7, 2018 be hereby and is approved.

ENTERED NOV 19 2018 M. T. F. NB (JA) 3-0

OFFICE OF CONTRACTING  
AND PROCUREMENT

21  
61  
49

November 7, 2018

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

6001692 100% Street Funding– To Provide a Truck Route Study for a Defined Pilot Study Area that Provides Background Information and Recommendations on Establishing Truck Routes. – Contractor: Giffels Webster – Location: 28 W. Adams, Ste. 1200, Detroit, MI 48226 – Contract Period: Upon City Council Approval through October 31, 2020 – Total Contract Amount: \$250,000.00. **DEPARTMENT OF PUBLIC WORKS**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

BY COUNCIL MEMBER           BENSON          

**RESOLVED**, that Contract No. 6001692 referred to in the foregoing communication dated November 7, 2018 be hereby and is approved.

ENTERED NOV 19 2018 M. T. F. NB (JA) 3-0

OFFICE OF CONTRACTING  
AND PROCUREMENT

92  
62  
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November 7, 2018

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

6001709      98% Street Funding, 2% City Funding – To Provide Salt for the 2018-2019 Season in Accordance with MiDeal Contract #17118000000768. – Contractor: The Detroit Salt Company, L.C. – Location: 12841 Sanders, Detroit, MI 48217 – Contract Period: Upon City Council Approval through November 14, 2020 – Total Contract Amount: \$2,117,610.00.  
**DEPARTMENT OF PUBLIC WORKS**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

BY COUNCIL MEMBER           BENSON          

**RESOLVED**, that Contract No. 6001709 referred to in the foregoing communication dated November 7, 2018 be hereby and is approved.

ENTERED NOV 19 2018 M. T. F. NB (JA) 3-0

OFFICE OF CONTRACTING  
AND PROCUREMENT

23  
63  
51

November 7, 2018

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

6001716 100% Street Funding– To Provide Snow Removal Services on Residential Streets. – Contractor: Frontenot Landscape Services, LLC. – Location: 8881 Central, Detroit, MI 48204 – Contract Period: Upon City Council Approval through November 14, 2020 – Total Contract Amount: \$777,112.00. **DEPARTMENT OF PUBLIC WORKS**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

BY COUNCIL MEMBER           BENSON          

**RESOLVED**, that Contract No. 6001716 referred to in the foregoing communication dated November 7, 2018 be hereby and is approved.

ENTERED NOV 19 2018 M. T. F. NB (JA) 3-0

OFFICE OF CONTRACTING  
AND PROCUREMENT

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64  
52

November 7, 2018

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

6001737 100% Street Funding– To Provide Snow Loading and Hauling Services. – Contractor: Pavex Corporation – Location: 8654 Vanhorn Rd., Trenton, MI 48183 – Contract Period: Upon City Council Approval through November 14, 2020 – Total Contract Amount: \$1,769,280.00.  
**DEPARTMENT OF PUBLIC WORKS**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

BY COUNCIL MEMBER           BENSON          

**RESOLVED**, that Contract No. 6001737 referred to in the foregoing communication dated November 7, 2018 be hereby and is approved.

ENTERED NOV 19 2018 M. T. F. NB (JA) 3-0



OFFICE OF CONTRACTING  
AND PROCUREMENT

95  
65  
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November 7, 2018

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

6001739      100% Street Funding-- To Provide Snow Loading and Hauling Services. – Contractor: Homrich – Location: 65 Cadillac Square, Ste. 2701, Detroit, MI 48226 – Contract Period: Upon City Council Approval through November 14, 2020 – Total Contract Amount: \$214,080.00.  
**DEPARTMENT OF PUBLIC WORKS**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

BY COUNCIL MEMBER                     BENSON                    

**RESOLVED**, that Contract No. 6001739 referred to in the foregoing communication dated November 7, 2018 be hereby and is approved.

ENTERED NOV 19 2018 M.T.F. NB (JA) 3-0

OFFICE OF CONTRACTING  
AND PROCUREMENT

28  
66  
54

November 8, 2018

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

2881025      100% Street Funding – AMEND 2 – To Provide Additional Funding and Time to Furnish CE&I Services for MDOT Projects. – Contractor: Parsons Brinckeroff Michigan, Inc. – Location: 500 Griswold, Ste. 2900, Detroit, MI 48226 – Contract Period: Upon City Council Approval through December 31, 2021 – Contract Increase: \$168,749.08 Total Contract Amount: \$2,751,405.15. **DEPARTMENT OF PUBLIC WORKS**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

BY COUNCIL MEMBER           BENSON          

**RESOLVED**, that Contract No. 2881025 referred to in the foregoing communication dated November 8, 2018, be hereby and is approved.

ENTERED NOV 19 2018 M.T.F. NB (JA) 3-0

OFFICE OF CONTRACTING AND  
PROCUREMENT

30  
47  
55

October 31, 2018

HONORABLE CITY COUNCIL:

The Office of Contracting and Procurement recommends a Contract with the following firm(s) or person(s):

6001711      100% Street Funding -- To Provide Snow Removal Services on Residential Streets.  
-- Contractor: Grace Management Services -- Location: 26211 Central Park Blvd.,  
Suite 510, Southfield, MI 48076 -- Contract Period: Upon City Council Approval  
through November 14, 2020 -- Total Contract Amount: \$316,512.00.  
**DEPARTMENT OF PUBLIC WORKS**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

BY COUNCIL MEMBER \_\_\_\_\_ **BENSON** \_\_\_\_\_

**RESOLVED**, that Contract No. 6001711 referred to in the foregoing communication dated October 31, 2018 be hereby and is approved.

ENTERED NOV 19 2018 M. T. F. NB (JA) 3-0

OFFICE OF CONTRACTING AND  
PROCUREMENT

21  
68  
56

October 31, 2018

HONORABLE CITY COUNCIL:

The Office of Contracting and Procurement recommends a Contract with the following firm(s) or person(s):

6001712      100% Street Funding – To Provide Snow Removal Services on Residential Streets.  
– Contractor: Pavex Corporation – Location: 2654 Vanhorn Rd., Trenton, MI  
48183 – Contract Period: Upon City Council Approval through November 14, 2020  
– Total Contract Amount: \$440,000.00. **DEPARTMENT OF PUBLIC WORKS**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

BY COUNCIL MEMBER \_\_\_\_\_ **BENSON**

**RESOLVED**, that Contract No. 6001712 referred to in the foregoing communication dated October 31, 2018 be hereby and is approved.

ENTERED NOV 19 2018 M. T. F. NB (JA) 3-0

OFFICE OF CONTRACTING AND  
PROCUREMENT

22  
69  
57

October 31, 2018

HONORABLE CITY COUNCIL:

The Office of Contracting and Procurement recommends a Contract with the following firm(s) or person(s):

6001630      100% City Funding/Revenue – To Provide Private Emergency Response Services.  
– Contractor: Private Provider Emergency Response Service – Location: 35783  
Mound Rd., Sterling Heights, MI 48310 – Contract Period: Upon City Council  
Approval through October 15, 2021 – Total Contract Amount: \$0.00. (Revenue).  
*Waiver of Reconsideration Requested. FIRE*

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

BY COUNCIL MEMBER \_\_\_\_\_ **BENSON** \_\_\_\_\_

**RESOLVED**, that Contract No. 6001630 referred to in the foregoing communication dated October 31, 2018 be hereby and is approved.

ENTERED NOV 19 2018 M.T.F. NB (JA) 3-0

OFFICE OF CONTRACTING AND  
PROCUREMENT

33  
70  
58

October 31, 2018

HONORABLE CITY COUNCIL:

The Office of Contracting and Procurement recommends a Contract with the following firm(s) or person(s):

3024975      100% City Funding – To Provide Aviation Fuel to Detroit Police Department - Air Support Division. – Contractor: Avflight Detroit City Corporation – Location: 11499 Conner Ave., Detroit, MI 48213 – Contract Period: Upon City Council Approval through December 31, 2018 – Total Contract Amount: \$34,034.74.  
**POLICE**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

BY COUNCIL MEMBER \_\_\_\_\_ **BENSON** \_\_\_\_\_

**RESOLVED**, that Contract No. 3024975 referred to in the foregoing communication dated October 31, 2018 be hereby and is approved.

ENTERED NOV 19 2018 M.T.F. NB (RM) 3-0



OFFICE OF CONTRACTING AND  
PROCUREMENT

38  
72  
60

October 31, 2018

HONORABLE CITY COUNCIL:

The Office of Contracting and Procurement recommends a Contract with the following firm(s) or person(s):

3028807      100% City Funding – To Provide Replacement Laptops and Associated Equipment for DPD Technical Services Bureau. – Contractor: Civitas IT – Location: 625 Kenmoor Ave., S.E., Suite 301, Grand Rapids, MI 49546– Contract Period: Upon City Council Approval through February 13, 2019 – Total Contract Amount: \$135,800.00. **POLICE**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

BY COUNCIL MEMBER \_\_\_\_\_ **BENSON** \_\_\_\_\_

**RESOLVED**, that Contract No. 3028807 referred to in the foregoing communication dated October 31, 2018 be hereby and is approved.

ENTERED NOV 19 2018 M.T. F. NB (RM) 2-0 (SB; RM)



OFFICE OF CONTRACTING AND  
PROCUREMENT

34  
73  
61

October 31, 2018

HONORABLE CITY COUNCIL:

The Office of Contracting and Procurement recommends a Contract with the following firm(s) or person(s):

6000873      100% City Funding – AMEND 2 – To Provide Ammunition for the Detroit Police Department. – Contractor: Kiesler Police Supply Inc. – Location: 2802 Sable Mill Rd., Jeffersonville, IN 47130– Contract Period: Upon City Council Approval through August 31, 2019 – Contract Increase: \$350,000.00 – Total Contract Amount: \$925,183.23. *Waiver of Reconsideration Requested.* **POLICE**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

BY COUNCIL MEMBER \_\_\_\_\_ **BENSON** \_\_\_\_\_

**RESOLVED**, that Contract No. 6000873 referred to in the foregoing communication dated October 31, 2018 be hereby and is approved.

ENTERED NOV 19 2018 M.T.F. NB (RM) 3-0

OFFICE OF CONTRACTING AND  
PROCUREMENT

31  
74  
62

October 31, 2018

HONORABLE CITY COUNCIL:

The Office of Contracting and Procurement recommends a Contract with the following firm(s) or person(s):

3026339      100% City Funding – To Provide Emergency Commercial Demolition at 6408 Regular, and Emergency Residential Demolition at 9131 Boleyn. – Contractor: Leadhead Construction – Location: 41617 Cummings Rd., Novi, MI 48337 – Contract Period: Upon City Council Approval through September 17, 2019 – Total Contract Amount: \$80,050.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

BY COUNCIL MEMBER \_\_\_\_\_ **BENSON** \_\_\_\_\_

**RESOLVED**, that Contract No. 3026339 referred to in the foregoing communication dated October 31, 2018 be hereby and is approved.

ENTERED NOV 19 2018 M, T, F, NB (RM) 3-0

OFFICE OF CONTRACTING AND  
PROCUREMENT

31  
75  
63

October 31, 2018

HONORABLE CITY COUNCIL:

The Office of Contracting and Procurement recommends a Contract with the following firm(s) or person(s):

3026607      100% City Funding – To Provide Emergency Demolition for 7.5.18 Group A (5938 40 Eastlawn, and 4751 Belvidere) & Group B (6781 Drake, 13484 Keystone, and 19257 Harned) – Contractor: Leadhead Construction – Location: 41617 Cummings Rd., Novi, MI 48337 – Contract Period: Upon City Council Approval through September 10, 2019 – Total Contract Amount: \$70,326.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

BY COUNCIL MEMBER \_\_\_\_\_ **BENSON** \_\_\_\_\_

**RESOLVED**, that Contract No. 3026607 referred to in the foregoing communication dated October 31, 2018 be hereby and is approved.

ENTERED NOV 19 2018 M. T. F. NB

(RM) 3-0



OFFICE OF CONTRACTING AND  
PROCUREMENT

40  
77  
65

October 31, 2018

HONORABLE CITY COUNCIL:

The Office of Contracting and Procurement recommends a Contract with the following firm(s) or person(s):

3027317 100% City Funding – To Provide Emergency Residential Demolition for Cat 1, 14238 Maiden, 630 Maxwell, and 19964 Exeter. – Contractor: DMC Consultants, Inc. – Location: 13500 Foley, Detroit, MI 48227 – Contract Period: Upon City Council Approval through November 5, 2019 – Total Contract Amount: \$62,845.00. **HOUSING AND REVITALIZATION**

6630

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

BY COUNCIL MEMBER \_\_\_\_\_ BENSON \_\_\_\_\_

**RESOLVED**, that Contract No. 3027317 referred to in the foregoing communication dated October 31, 2018 be hereby and is approved.

ENTERED NOV 19 2018 M. T. F. NB with correction (RM) 3-0

OFFICE OF CONTRACTING AND  
PROCUREMENT

44  
78  
66

October 31, 2018

HONORABLE CITY COUNCIL:

The Office of Contracting and Procurement recommends a Contract with the following firm(s) or person(s):

3028218      100% City Funding – To Provide Emergency Residential Demolition at 2616 Pearl, and 19799 Lindsay. – Contractor: Leadhead Construction – Location: 41617 Cummings Rd., Novi, MI 48337 – Contract Period: Upon City Council Approval through September 17, 2019 – Total Contract Amount: \$26,100.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

BY COUNCIL MEMBER \_\_\_\_\_ BENSON

**RESOLVED**, that Contract No. 3028218 referred to in the foregoing communication dated October 31, 2018 be hereby and is approved.

ENTERED NOV 19 2018 M. T. F. NB

OFFICE OF CONTRACTING AND  
PROCUREMENT

42  
79  
67

October 31, 2018

HONORABLE CITY COUNCIL:

The Office of Contracting and Procurement recommends a Contract with the following firm(s) or person(s):

3028220      100% City Funding – To Provide Emergency Residential Demolition at 12123 Ward, 2223 Springle, and 5641 Parkdale. – Contractor: Smalley Construction, Inc. – Location: 1224 Locust St., Jackson, MI 49203 – Contract Period: Upon City Council Approval through October 18, 2019 – Total Contract Amount: \$45,400.00.  
**HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

BY COUNCIL MEMBER \_\_\_\_\_ **BENSON** \_\_\_\_\_

**RESOLVED**, that Contract No. 3028220 referred to in the foregoing communication dated October 31, 2018 be hereby and is approved.

ENTERED NOV 19 2018 M.T.F. NB

OFFICE OF CONTRACTING AND  
PROCUREMENT

47  
80  
68

October 31, 2018

HONORABLE CITY COUNCIL:

The Office of Contracting and Procurement recommends a Contract with the following firm(s) or person(s):

3028381      100% City Funding – To Provide Emergency Residential Demolition at 6760 St. Mary's, 4650 51<sup>st</sup> St., and 4658 51<sup>st</sup> St. – Contractor: Leadhead Construction – Location: 41617 Cummings Rd., Novi, MI 48337 – Contract Period: Upon City Council Approval through October 29, 2019 – Total Contract Amount: \$29,650.00.  
**HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

BY COUNCIL MEMBER \_\_\_\_\_ **BENSON** \_\_\_\_\_

**RESOLVED**, that Contract No. 3028381 referred to in the foregoing communication dated October 31, 2018 be hereby and is approved.

**ENTERED NOV 19 2018 M.T.F. NB**



OFFICE OF CONTRACTING AND  
PROCUREMENT

44  
ST  
69

October 31, 2018

HONORABLE CITY COUNCIL:

The Office of Contracting and Procurement recommends a Contract with the following firm(s) or person(s):

3028434      100% City Funding – To Provide Emergency Demolition at 13422 Shields, 217 S. Morrell, 3443 Liddesdale, and 1102 E. Grand Blvd. – Contractor: Smalley Construction, Inc. – Location: 1224 Locust St., Jackson, MI 49203 – Contract Period: Upon City Council Approval through October 30, 2019 – Total Contract Amount: \$50,950.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

BY COUNCIL MEMBER BENSON

RESOLVED, that Contract No. 3028434 referred to in the foregoing communication dated October 31, 2018 be hereby and is approved.

ENTERED NOV 19 2018 M.T.F. NB

OFFICE OF CONTRACTING AND  
PROCUREMENT

45  
82  
70

October 31, 2018

HONORABLE CITY COUNCIL:

The Office of Contracting and Procurement recommends a Contract with the following firm(s) or person(s):

3028436      100% City Funding – To Provide Emergency Residential Demolition at 2916 Charlevoix, 12580 Fairport, and 2916 Puritian. – Contractor: Smalley Construction, Inc. – Location: 1224 Locust St., Jackson, MI 49203 – Contract Period: Upon City Council Approval through October 30, 2019 – Total Contract Amount: \$313,660.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

BY COUNCIL MEMBER \_\_\_\_\_ **BENSON** \_\_\_\_\_

**RESOLVED**, that Contract No. 3028436 referred to in the foregoing communication dated October 31, 2018 be hereby and is approved.

ENTERED NOV 19 2018 M. T. F. NB



OFFICE OF CONTRACTING AND  
PROCUREMENT

47  
84  
72

October 31, 2018

HONORABLE CITY COUNCIL:

The Office of Contracting and Procurement recommends a Contract with the following firm(s) or person(s):

3028484      100% City Funding – To Provide Emergency Residential Demolition at 104, 651, 145, and 168 W. Robinwood, and 19129 Havana. – Contractor: Leadhead Construction – Location: 41617 Cummings Rd., Novi, MI 48337 – Contract Period: Upon City Council Approval through October 29, 2019 – Total Contract Amount: \$87,800.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

BY COUNCIL MEMBER \_\_\_\_\_ **BENSON** \_\_\_\_\_

**RESOLVED**, that Contract No. 3028484 referred to in the foregoing communication dated October 31, 2018 be hereby and is approved.

ENTERED NOV 19 2018 M. T. F. NB

OFFICE OF CONTRACTING AND  
PROCUREMENT

48  
85  
73

October 31, 2018

HONORABLE CITY COUNCIL:

The Office of Contracting and Procurement recommends a Contract with the following firm(s) or person(s):

3028497      100% City Funding – To Provide Emergency Residential Demolition 3028 Beals.  
– Contractor: –Able Demolition Inc. – Location: 5675 Auburn Rd., Shelby  
Township, MI 48317 – Contract Period: Upon City Council Approval through  
November 5, 2019 – Total Contract Amount: \$14,055.00. **HOUSING AND  
REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

BY COUNCIL MEMBER \_\_\_\_\_ **BENSON**

**RESOLVED**, that Contract No. 3028497 referred to in the foregoing communication dated  
October 31, 2018 be hereby and is approved.

ENTERED NOV 19 2018 M. T. F. NB



OFFICE OF CONTRACTING AND  
PROCUREMENT

ON  
81  
75

October 31, 2018

HONORABLE CITY COUNCIL:

The Office of Contracting and Procurement recommends a Contract with the following firm(s) or person(s):

3028590      100% City Funding – To Provide Emergency Residential Demolition at 7435 Waldo, 19339 Hershey, 13123 Montville Pl. – Contractor: Gayanga Co. – Location: 1420 Washington Blvd., Suite 301, Detroit. MI 48226 – Contract Period: Upon City Council Approval through November 5, 2019 – Total Contract Amount: \$68,110.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

BY COUNCIL MEMBER \_\_\_\_\_ **BENSON** \_\_\_\_\_

**RESOLVED**, that Contract No. 3028590 referred to in the foregoing communication dated October 31, 2018 be hereby and is approved.

ENTERED NOV 19 2018 M.T.F. NB

OFFICE OF CONTRACTING AND  
PROCUREMENT

88  
76

October 31, 2018

HONORABLE CITY COUNCIL:

The Office of Contracting and Procurement recommends a Contract with the following firm(s) or person(s):

3028619      100% City Funding – To Provide Emergency Residential Demolition at 12737 Hampshire, 13445 Wilfred, 13489 Moran, and 2931 Cody. – Contractor: – Dore & Associates Contracting, Inc. – Location: 900 Harry Truman Pkwy., Bay City, MI 48706 – Contract Period: Upon City Council Approval through November 5, 2019 – Total Contract Amount: \$116,300.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

BY COUNCIL MEMBER \_\_\_\_\_ **BENSON** \_\_\_\_\_

**RESOLVED**, that Contract No. 3028619 referred to in the foregoing communication dated October 31, 2018 be hereby and is approved.

**ENTERED** NOV 19 2018 M.T. F. NB







OFFICE OF CONTRACTING AND  
PROCUREMENT

91  
79

October 31, 2018

HONORABLE CITY COUNCIL:

The Office of Contracting and Procurement recommends a Contract with the following firm(s) or person(s):

3028669      100% City Funding – To Provide Emergency Demolition at 14465 Camden, 13147 Chelsea, 9172 Norcross, 11321 Maiden, and 5535 Beaconsfield. – Contractor: – Dore & Associates Contracting, Inc. – Location: 900 Harry Truman Pkwy., Bay City, MI 48706 – Contract Period: Upon City Council Approval through November 5, 2019 – Total Contract Amount: \$166,000.00.      **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

BY COUNCIL MEMBER \_\_\_\_\_ **BENSON**

**RESOLVED**, that Contract No. 3028669 referred to in the foregoing communication dated October 31, 2018 be hereby and is approved.

ENTERED NOV 19 2018 M.T.F. NB

OFFICE OF CONTRACTING AND  
PROCUREMENT

92  
80

October 31, 2018

HONORABLE CITY COUNCIL:

The Office of Contracting and Procurement recommends a Contract with the following firm(s) or person(s):

3028691      100% City Funding – To Provide Emergency Demolition at 3782, 3830 and 4325 Phillip, 1162 Newport, and 1074 Coplin. – Contractor: – Dore & Associates Contracting, Inc. – Location: 900 Harry Truman Pkwy., Bay City, MI 48706 – Contract Period: Upon City Council Approval through November 5, 2019 – Total Contract Amount: \$141,300.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

BY COUNCIL MEMBER \_\_\_\_\_ **BENSON**

**RESOLVED**, that Contract No. 3028691 referred to in the foregoing communication dated October 31, 2018 be hereby and is approved.

ENTERED NOV 19 2018 M. T. F. NB

OFFICE OF CONTRACTING AND  
PROCUREMENT

93  
81

October 31, 2018

HONORABLE CITY COUNCIL:

The Office of Contracting and Procurement recommends a Contract with the following firm(s) or person(s):

3028700      100% City Funding – To Provide Emergency Demolition at 5074 Parker, 8866 Yates, 4286 Holcomb, and 4567 Belvidere. – Contractor: – Dore & Associates Contracting, Inc. – Location: 900 Harry Truman Pkwy., Bay City, MI 48706 – Contract Period: Upon City Council Approval through April 21, 2019 – Total Contract Amount: \$131,300.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

**BY COUNCIL MEMBER** \_\_\_\_\_ **BENSON**

**RESOLVED**, that Contract No. 3028700 referred to in the foregoing communication dated October 31, 2018 be hereby and is approved.

**ENTERED** NOV 19 2018 M. T. F. NB



OFFICE OF CONTRACTING AND  
PROCUREMENT

95  
83

October 31, 2018

HONORABLE CITY COUNCIL:

The Office of Contracting and Procurement recommends a Contract with the following firm(s) or person(s):

3028724 100% City Funding – To Provide Emergency Demolition at 8092, and 8098 Marcus, 8058 Knodell, and 8153 Edgewood. – Contractor: – Dore & Associates Contracting, Inc. – Location: 900 Harry Truman Pkwy., Bay City, MI 48706 – Contract Period: Upon City Council Approval through November 5, 2019 – Total Contract Amount: \$126,900.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

BY COUNCIL MEMBER \_\_\_\_\_ **BENSON** \_\_\_\_\_

**RESOLVED**, that Contract No. 3028724 referred to in the foregoing communication dated October 31, 2018 be hereby and is approved.

**ENTERED NOV 19 2018 M. T. F. NB**

OFFICE OF CONTRACTING AND  
PROCUREMENT

96  
84

October 31, 2018

HONORABLE CITY COUNCIL:

The Office of Contracting and Procurement recommends a Contract with the following firm(s) or person(s):

3028805 100% City Funding – To Provide Emergency Demolition at 18912 Hickory (Residential) and 11139, and 9391 Mack (Commercial). – Contractor: – Dore & Associates Contracting, Inc. – Location: 900 Harry Truman Pkwy., Bay City, MI 48706 – Contract Period: Upon City Council Approval through November 5, 2019 – Total Contract Amount: \$96,000.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

BY COUNCIL MEMBER BENSON

**RESOLVED**, that Contract No. 3028805 referred to in the foregoing communication dated October 31, 2018 be hereby and is approved.

ENTERED NOV 19 2018 M.T.F. NB



OFFICE OF CONTRACTING AND  
PROCUREMENT

97  
85

October 31, 2018

HONORABLE CITY COUNCIL:

The Office of Contracting and Procurement recommends a Contract with the following firm(s) or person(s):

3028811 100% City Funding – To Provide Emergency Demolition at 6045 Casmere, 7503 Emily, 7562 E. Hildale, 18066 Gable, and 18499 Dwyer. – Contractor: Smalley Construction, Inc. – Location: 1224 Locust St., Jackson, MI 49203 – Contract Period: Upon City Council Approval through November 5, 2019 – Total Contract Amount: \$78,680.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

BY COUNCIL MEMBER \_\_\_\_\_ **BENSON** \_\_\_\_\_

**RESOLVED**, that Contract No. 3028811 referred to in the foregoing communication dated October 31, 2018 be hereby and is approved.

ENTERED NOV 19 2018 M. T. F. NB

OFFICE OF CONTRACTING AND  
PROCUREMENT

98  
86.

October 31, 2018

HONORABLE CITY COUNCIL:

The Office of Contracting and Procurement recommends a Contract with the following firm(s) or person(s):

3028849      100% City Funding – To Provide Commercial Demolition for Group 74, 11024 W. Grand River, 12137 Linwood, and 3962 Oakman Blvd. – Contractor: – Dore & Associates Contracting, Inc. – Location: 900 Harry Truman Pkwy., Bay City, MI 48706 – Contract Period: Upon City Council Approval through October 24, 2019 – Total Contract Amount: \$105,500.00. *Waiver of Reconsideration Requested..*  
**HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

BY COUNCIL MEMBER \_\_\_\_\_ **BENSON**

**RESOLVED**, that Contract No. 3028849 referred to in the foregoing communication dated October 31, 2018 be hereby and is approved.

ENTERED NOV 19 2018 M.T.F. NB

USE!

99

87

November 19, 2018

TO: HONORABLE CITY COUNCIL

Re: Contracts and Purchase Orders Scheduled to be considered at the Formal Session for November 20, 2018.

Please be advised that the Contract listed was submitted on November 8, 2018 for the City Council Agenda for November 13, 2018 has been amended as follows:

1. The contractor's **Department, and Amended and Total Contract Amount** was submitted incorrectly by the Office of Contracting and Procurement. Please see the correction(s) below:

**Submitted as:** Page 1

**DEPARTMENT OF TRANSPORTATION**

2915504 100% City Funding – AMEND 2 – To Provide Software and Hardware Maintenance for 3 Years. – Contractor: SunGard Public Sector, Inc. – Location: 1000 Business Center Dr., Lake Mary, FL 32746 – Contract Period: Upon City Council Approval through October 15, 2020 – **Contract Increase: \$1,001,058.00** – **Total Contract Amount: \$7,068,069.22.**

**Should read as:** Page 1

**DEPARTMENT OF INNOVATION AND TECHNOLOGY**

2915504 100% City Funding – AMEND 2 – To Provide Software and Hardware Maintenance for 3 Years. – Contractor: SunGard Public Sector, Inc. – Location: 1000 Business Center Dr., Lake Mary, FL 32746 – Contract Period: Upon City Council Approval through October 15, 2020 – **Contract Increase: \$1,166,590.76** – **Total Contract Amount: \$10,286,012.98.**

Respectfully Submitted,

Boysie Jackson  
Chief Procurement Officer  
BJ/CD

11/19/18 rec'd @ table

BY COUNCIL MEMBER: \_\_\_\_\_

RESOLVED, that **Contract #2915504** referred to in the foregoing communication dated November 20, 2018 be hereby and is approved.

Do Not Use!

99  
87

**OFFICE OF CONTRACTING  
AND PROCUREMENT**

November 8, 2018

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

2915504 100% City Funding – AMEND 2 – To Provide Software and Hardware Maintenance for 3 Years. – Contractor: SunGard Public Sector, Inc. – Location: 1000 Business Center Dr., Lake Mary, FL 32746 – Contract Period: Upon City Council Approval through October 15, 2020 – Contract Increase: ~~\$1,001,058.00~~ – Total Contract Amount: ~~\$7,068,069.22~~

**DEPARTMENT OF TRANSPORTATION**

\$1,166,590.76

\$10,268,012.98

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

**BY COUNCIL MEMBER** BENSON

**RESOLVED**, that Contract No. 2915504 referred to in the foregoing communication dated November 8, 2018, be hereby and is approved.

ENTERED NOV 19 2018 M.T.F. NB (RM) 3-0 (make corrections to Contract Increase and Total Contract amount.)

USE!

November 16, 2018

### Correction Letter

TO: HONORABLE CITY COUNCIL

Re: Contracts and Purchase Orders Scheduled to be considered at the Health and Public Safety Session for November 19, 2018.

Please be advised that the Contract listed was submitted on November 13, 2018 for the City Council Agenda for November 13, 2018 has been amended as follows:

1. The contractor's **Amended and Total Amount has been updated.** Please see the correction(s) below:

Submitted as: Page 1

#### HOUSING AND REVITALIZATION

~~#10088~~  
6001528 100% City Funding – AMEND 1– To Provide Hazardous Regulated Materials Inspection and Survey. – Contractor: – ATC Group Services, LLC. – Location: 221 Rue De Jean, Ste. 300 Layette, LA 70508 – Contract Period: Upon City Council Approval through June 30, 2020 – **Contract Increase: \$110,159.04 – Total Contract Amount: \$1,170,400.00.**  
*Waiver of Reconsideration Requested.*

~~#10189~~  
6001529 100% City Funding – AMEND 1– To Provide Hazardous Regulated Materials Inspection and Survey. – Contractor: – Environmental Testing & Consulting, Inc. – Location: 38900 W. Huron River Dr., Romulus, MI 48174 – Contract Period: Upon City Council Approval through June 30, 2020 – **Contract Increase: \$118,746.99 – Total Contract Amount: \$1,232,000.00.**  
*Waiver of Reconsideration Requested.*

11/19/18 rec'd @ table

Should read as: Page 1

### HOUSING AND REVITALIZATION

88  
6001528 100% City Funding – AMEND 1– To Provide Hazardous Regulated Materials Inspection and Survey. – Contractor: – ATC Group Services, LLC. – Location: 221 Rue De Jean, Ste. 300 Layette, LA 70508 – Contract Period: Upon City Council Approval through June 30, 2020 – **Contract Increase: \$1,170,400.00 – Total Contract Amount: \$2,230,800.00.**  
*Waiver of Reconsideration Requested.*

89  
6001529 100% City Funding – AMEND 1– To Provide Hazardous Regulated Materials Inspection and Survey. – Contractor: – Environmental Testing & Consulting, Inc. – Location: 38900 W. Huron River Dr., Romulus, MI 48174 – Contract Period: Upon City Council Approval through June 30, 2020 – **Contract Increase: \$1,232,000.00 – Total Contract Amount: \$2,345,200.00.**  
*Waiver of Reconsideration Requested.*

Submitted as: Page 2

### HOUSING AND REVITALIZATION (CONT.)

~~#10290~~  
6001531 100% City Funding – AMEND 1– To Provide Hazardous Regulated Materials Inspection and Survey. – Contractor: – Mannik & Smith Group, Inc. – Location: 65 Cadillac Ste. 331, Detroit, MI 48226 – Contract Period: Upon City Council Approval through June 30, 2020 – **Contract Increase: \$97,595.18 – Total Contract Amount: \$998,800.00.**  
*Waiver of Reconsideration Requested.*

~~#10391~~  
91  
6001532 100% City Funding – AMEND 1– To Provide Hazardous Regulated Materials Inspection and Survey. – Contractor: – Professional Service Industries, Inc. – Location: 985 E. Jefferson, Ste. 200, Detroit, MI 48207 – Contract Period: Upon City Council Approval through June 30, 2020 – **Contract Increase: \$97,595.18 – Total Contract Amount: \$998,800.00.**  
*Waiver of Reconsideration Requested.*

Should read as:        **Page 2**

**HOUSING AND REVITALIZATION (CONT.)**

6001531        100% City Funding – AMEND 1– To Provide Hazardous Regulated Materials  
Inspection and Survey. – Contractor: – Mannik & Smith Group, Inc. – Location:  
**90**            65 Cadillac Ste. 331, Detroit, MI 48226 – Contract Period: Upon City Council  
Approval through June 30, 2020 – **Contract Increase: \$998,800.00 – Total  
Contract Amount: \$1,899,920.00.**  
*Waiver of Reconsideration Requested.*

6001532        100% City Funding – AMEND 1– To Provide Hazardous Regulated Materials  
Inspection and Survey. – Contractor: – Professional Service Industries, Inc. –  
**91**            Location: 985 E. Jefferson, Ste. 200, Detroit, MI 48207 – Contract Period: Upon  
City Council Approval through June 30, 2020 – **Contract Increase: \$998,800.00  
– Total Contract Amount: \$1,899,920.00.**  
*Waiver of Reconsideration Requested.*

Respectfully Submitted,

Boysie Jackson  
Chief Procurement Officer  
BJ/CD



BY COUNCIL MEMBER: \_\_\_\_\_

RESOLVED, that **Contract #6001528, 6001529, 6001531, and 6001532** referred to in the foregoing communication dated November 19, 2018 be hereby and is approved.





OFFICE OF CONTRACTING AND  
PROCUREMENT

~~27~~  
~~8~~  
4  
94

October 31, 2018

HONORABLE CITY COUNCIL:

The Office of Contracting and Procurement recommends a Contract with the following firm(s) or person(s):

6001720 100% City Funding – To Provide GSD Junk Removal and Property Clean Out. – Contractor: GTJ Consulting, LLC – Location: 22955 Industrial Dr. W., Saint Clair Shores, MI 48080 – Contract Period: Upon City Council Approval through November 12, 2019 – Total Contract Amount: \$142,711.00. **GENERAL SERVICES**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

BY COUNCIL MEMBER \_\_\_\_\_ SHEFFIELD

**RESOLVED**, that Contract No. 6001720 referred to in the foregoing communication dated October 31, 2018 be hereby and is approved.

ENTERED NOV 08 2018

ENTERED NOV 15 2018

BB 1 WK. (RCL) 2-0 (AS; RCL)  
MTNB AS (B.U)

5  
95

**OFFICE OF CONTRACTING AND  
PROCUREMENT**

November 13, 2018

HONORABLE CITY COUNCIL:

The Office of Contracting and Procurement recommends a Contract with the following firm(s) or person(s):

3028450      100% City Funding – To Provide Emergency Property Clean Out and Junk Removal. – Contractor: GTJ Consulting LLC – Location: 22955 Industrial Dr. West, St. Clair Shores, MI 48080 – Contract Period: Upon City Council Approval through November 15, 2018 – Total Contract Amount: \$152,500.00. **GENERAL SERVICES**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

**BY COUNCIL MEMBER \_\_\_\_\_ SHEFFIELD \_\_\_\_\_**

**RESOLVED**, that Contract No. 3028450 referred to in the foregoing communication dated November 13, 2018 be hereby and is approved.

ENTERED NOV 15 2018 - MINTNB w/d recommendations to approve AS (B.W)

7  
96

November 5, 2018

TO: HONORABLE CITY COUNCIL

Re: Contracts and Purchase Orders Scheduled to be considered at the Formal Session for November 6, 2018.

Please be advised that the Contract listed was submitted on June 21, 2018 for the City Council Agenda for June 26, 2018 has been amended as follows:

1. The contractor's **Funding Source has been amended by the Contractor.** Please see the correction(s) below:

Submitted as: Page 3

**RECREATION**


6001473 **100% City Funding** – To Provide Riverside Park Improvements for Phase 2, Part B. Services to Include the Installation of Concrete, Landscaping, Skate Park, and Skate Park Lighting. – Contractor: KEO and Associates INC – Location: 18286 Wyoming, Detroit MI, 48221 – Contract Period: June 26, 2018 through May 29, 2019 – Total Contract Amount: \$1,262,814.00.  
*Waiver of Reconsideration*

Should read as: Page 3

**RECREATION**

6001473 **80% City Funding, 20% Grant Funding** – To Provide Riverside Park Improvements for Phase 2, Part B. Services to Include the Installation of Concrete, Landscaping, Skate Park, and Skate Park Lighting. – Contractor: KEO and Associates INC – Location: 18286 Wyoming, Detroit MI, 48221 – Contract Period: June 26, 2018 through May 29, 2019 – Total Contract Amount: \$1,262,814.00.  
*Waiver of Reconsideration*

Respectfully Submitted

  
Boysie Jackson  
Chief Procurement Officer  
BJ/CD

ENTERED NOV 15 2018

MTNB AS (3/10)

CITY CLERK 2018 NOV 5 11:59 AM

BY COUNCIL MEMBER: \_\_\_\_\_

RESOLVED, that **Contract #6001473** referred to in the foregoing communication dated November 6, 2018 be hereby and is approved.

97

November 15, 2018

TO: HONORABLE CITY COUNCIL

Re: Contracts and Purchase Orders Scheduled to be considered at the Formal Session for November 20, 2018.

Please be advised that the Contract listed was submitted on November 8, 2018 for the City Council Agenda for November 13, 2018 has been amended as follows:

1. The contractor's **Location was Recently Updated**. Please see the correction(s) below:

Submitted as: Page 3

**GENERAL SERVICES**


6001592 100% City Funding – To Provide Tree and Stump Removal Services Near and Not Near Utility Lines. – Contractor: J-Mac Tree & Debris, LLC – Location: **29193 Northwestern Hwy., Ste. 651, Southfield, MI 48034** – Contract Period: Upon City Council Approval through August 20, 2020 – Total Contract Amount: \$1,065,000.00.

Should read as: Page 3

**GENERAL SERVICES**

6001592 100% City Funding – To Provide Tree and Stump Removal Services Near and Not Near Utility Lines. – Contractor: J-Mac Tree & Debris, LLC – Location: **14390 Wyoming, Detroit, MI 48238** – Contract Period: Upon City Council Approval through August 20, 2020 – Total Contract Amount: \$1,065,000.00.

Respectfully Submitted,



Boysie Jackson  
Chief Procurement Officer  
BJ/CD

CITY CLERK 2018 NOV 15 PM 2:45



BY COUNCIL MEMBER: \_\_\_\_\_

RESOLVED, that **Contract #6001592** referred to in the foregoing communication dated November 20, 2018 be hereby and is approved.

Do Not USE

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97

**OFFICE OF CONTRACTING  
AND PROCUREMENT**

November 7, 2018

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

6001592      100% City Funding – To Provide Tree and Stump Removal Services Near and Not Near Utility Lines. – Contractor: J-Mac Tree & Debris, LLC – Location: 29193 Northwestern Hwy., Ste. 651, Southfield, MI 48034 – Contract Period: Upon City Council Approval through August 20, 2020 – Total Contract Amount: \$1,065,000.00. **GENERAL SERVICES**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

**BY COUNCIL PRESIDENT PRO TEM SHEFFIELD**

**RESOLVED**, that Contract No. 6001592 referred to in the foregoing communication dated November 7, 2018 be hereby and is approved.

**ENTERED NOV 15 2018** — MTNB AS (310)

21  
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98

**OFFICE OF CONTRACTING  
AND PROCUREMENT**

November 8, 2018

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

2918966      100% Federal Funding – AMEND 2 – To Provide Consulting Services for the Livernois/McNichols Revitalization Project. – Contractor: Spackman Mossop Michaels – Location: 1824 Sophie Wright Pl., New Orleans, LA, 70130 – Contract Period: Upon City Council Approval through December 31, 2020 – Contract Increase: \$103,600.00 – Total Contract Amount: \$907,220.90. **PLANNING AND DEVELOPMEMNT**

Respcctfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

**BY COUNCIL MEMBER**           **TATE**          

**RESOLVED**, that Contract No. 2918966 referred to in the foregoing communication dated November 8, 2018, be hereby and is approved.

**ENTERED** NOV 15 2018 MTF SB (30)

OFFICE OF CONTRACTING  
AND PROCUREMENT

41  
14  
10  
99

October 24, 2018

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

6000075      100% City Funding – AMEND 1 – To Provide Police Body Audio/Video Units and In-Vehicle Audio/Video System for DPD – Contractor: WatchGuard Video – Location: 415 Century Parkway, Allen, TX 75013 – Contract Period: Upon City Council Approval through May 31, 2021 – Contract Increase: \$3,000,000.00 – Total Contract Amount: \$8,187,850.00. **POLICE** (*This Amendment is for an Increase of Funds Only.*)

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

BY COUNCIL MEMBER                     BENSON                    

**RESOLVED**, that Contract No. 6000075 referred to in the foregoing communication dated October 24, 2018, be hereby and is approved.

~~ENTERED NOV 05 2018 BB 2025 JA (310)~~

ENTERED NOV 19 2018 M.T.F. NB



CITY OF DETROIT  
LAW DEPARTMENT



COLEMAN A. YOUNG MUNICIPAL CENTER  
2 WOODWARD AVENUE, SUITE 500  
DETROIT, MICHIGAN 48226-3437  
PHONE 313•224•4550  
FAX 313•224•5505  
WWW.DETROITMI.GOV

106

100 +  
101

November 2, 2018

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

**Re: Chapter 22 of the 1984 Detroit City Code, *Handling of Solid Waste and Prevention of Illegal Dumping*, Article I, *In General*, Division 2, *Civil Fines for Violations***

Honorable City Council:

At the request of Miriam Blanks-Smart, Director of the Department of Appeals and Hearings, the Law Department has prepared and approved as to form the above-referenced ordinance amendments for your consideration. The proposed amendments create uniform measurements for determining blight violations and fines related to illegal dumping of solid waste, as well as allow for higher fines related to illegally dumping larger quantities of solid waste.

Respectfully submitted,

Ericka Savage Whitley  
Assistant Corporation Counsel  
City of Detroit Law Department  
(313) 237-3008

CITY CLERK 2018 NOV 2 PM 3:19

ENTERED NOV 19 2018

Introduce to set Public Hearing... M.T.F. NB  
Schedule Public Hearing for 1/14/19

**FORMAL SESSION UNDER NEW BUSINESS – TUESDAY, NOVEMBER 20, 2018**

**CITY OF DETROIT LAW DEPARTMENT**

**Benson**, an Proposed ordinance to amend Chapter 22 of the 1984 Detroit City Code, *Handling of Solid Waste and Prevention of Illegal Dumping*, Article I, *In General*, Division 2, *Civil Fines for Violations*, by amending Section 22-1-14, *Civil fines for violation of Sections 22-2-83(b), (c) and (d), 22-2-849a) and (b)(1), (2) and (4), 22-2-87, 22-2-88(b) and (c), 22-2-96 and (c), 22-2-96 and 22-2-97 of this Code regarding solid waste except for medical waste and hazardous waste; cost of removal incurred by City of Detroit; factors to be considered by hearings officer when determining fine; burden of proof for factors upon violator*, and Article II, *Storage, Preparation, Collection, Transport, Disposal, and Placement*, Division 5, *Illegal Dumping* by amending Section 22-2-83, *Dumping storing or depositing solid waste, medical waste, hazardous waste or bulk solid waste material on any publicly owned property, or private property or water, without permit*, to provide: uniform measurements for determining blight violations related to illegal dumping of solid waste; uniform measurements for determining fines related to illegal dumping of solid waste; and an additional classification and higher fines related to illegally dumping larger quantities of solid waste. **INTRODUCE.**

**Benson**, resolution setting public hearing on Monday, January 14, 2019 at \_\_\_\_\_ on foregoing ordinance amendment.

## S U M M A R Y

1           This ordinance amends Chapter 22 of the 1984 Detroit City Code, *Handling of Solid Waste*  
2   *and Prevention of Illegal Dumping*, Article I, *In General*, Division 2, *Civil Fines for Violations*,  
3   by amending Section 22-1-14, *Civil fines for violation of Sections 22-2-83(b), (c) and (d), 22-2-*  
4   *84(a) and (b)(1), (2) and (4), 22-2-87, 22-2-88(b) and (c), 22-2-96 and 22-297 of this Code*  
5   *regarding solid waste except for medical waste and hazardous waste; cost of removal incurred by*  
6   *City of Detroit; factors to be considered by hearings officer when determining fine; burden of*  
7   *proof for factors upon violator*, and Article II, *Storage, Preparation, Collection, Transport,*  
8   *Disposal, and Placement*, Division 5, *Illegal Dumping* by amending Section 22-2-83, *Dumping,*  
9   *storing or depositing solid waste, medical waste, hazardous waste or bulk solid material on any*  
10   *publicly owned property, or private property or water, without permit*, to provide: uniform  
11   measurements for determining blight violations related to illegal dumping of solid waste; uniform  
12   measurements for determining fines related to illegal dumping of solid waste; and an additional  
13   classification and higher fines related to illegally dumping larger quantities of solid waste.

14

1 **BY COUNCILMEMBER \_\_\_\_\_** :

2 AN ORDINANCE to amend Chapter 22 of the 1984 Detroit City Code, *Handling of Solid*  
3 *Waste and Prevention of Illegal Dumping*, Article I, *In General*, Division 2, *Civil Fines for*  
4 *Violations*, by amending Section 22-1-14, *Civil fines for violation of Sections 22-2-83(b), (c) and*  
5 *(d), 22-2-84(a) and (b)(1), (2) and (4), 22-2-87, 22-2-88(b) and (c), 22-2-96 and 22-2-97 of this*  
6 *Code regarding solid waste except for medical waste and hazardous waste; cost of removal*  
7 *incurred by City of Detroit; factors to be considered by hearings officer when determining fine;*  
8 *burden of proof for factors upon violator*, and Article II, *Storage, Preparation, Collection,*  
9 *Transport, Disposal, and Placement*, Division 5, *Illegal Dumping* by amending Section 22-2-83,  
10 *Dumping, storing or depositing solid waste, medical waste, hazardous waste or bulk solid material*  
11 *on any publicly owned property, or private property or water, without permit*, to provide: uniform  
12 measurements for determining blight violations related to illegal dumping of solid waste; uniform  
13 measurements for determining fines related to illegal dumping of solid waste; and an additional  
14 classification and higher fines related to illegally dumping larger quantities of solid waste.

15



1 **IT IS HEREBY ORDAINED BY THE PEOPLE OF THE CITY OF DETROIT THAT:**

2 **Section 1.** Chapter 22 of the 1984 Detroit City Code, *Handling of Solid Waste and*  
3 *Prevention of Illegal Dumping*, Article I, *In General*, Division 2, *Civil Fines for Violations*, is  
4 amended by amending Section 22-1-14, and Article II, *Storage, Preparation, Collection,*  
5 *Transport, Disposal, and Placement*, Division 5, *Illegal Dumping* is amended by amending  
6 Section 22-2-83 to read as follows:

7 **CHAPTER 22. HANDLING OF SOLID WASTE AND**

8 **PREVENTION OF ILLEGAL DUMPING**

9 **ARTICLE I. IN GENERAL**

10 **Division 2. Civil Fines for Violations**

11 **Sec. 22-1-14. Civil fines for violation of Sections 22-2-83(b), (c) and (d), 22-2-84(a) and (b)(1),**  
12 **(2) and (4), 22-2-87, 22-2-88(b) and (c), 22-2-96 and 22-2-97 of this Code regarding solid**  
13 **waste except for medical waste and hazardous waste; cost of removal incurred by City of**  
14 **Detroit; factors to be considered by hearings officer when determining fine; burden of proof**  
15 **for factors upon violator.**

16 (a) A person who violates any of the provisions of Sections 22-2-83(b), 22-2-84(a) and  
17 (b)(1), (2) and (4), 22-2-87, 22-2-88(b) and (c), 22-2-96-or 22-2-97 of this Code regarding solid  
18 waste, where the amount of the solid waste is less than five ~~(5)~~ cubic ~~yards~~ feet in volume, is  
19 responsible for a blight violation and, for the first violation, is subject to a civil fine of two hundred  
20 ~~dollars (\$200.00)~~ and, in accordance with Section 22-1-31 of this Code, is responsible for the cost  
21 of removal by the City of Detroit.

22 (b) A person who violates any of the provisions of Sections 22-2-83(c) and (d) 22-2-  
23 84(a) and (b)(1), (2) and (4), 22-2-87, 22-2-88(b) and (c), 22-2-96 or 22-2-97 of this Code, where

1 the amount of the solid waste is five ~~(5)~~ or more cubic ~~yards~~ feet in volume but less than ~~ten~~ (10)  
2 cubic ~~yards~~ feet in volume, is responsible for a blight violation and, for the first violation, is subject  
3 to a civil fine of ~~five hundred~~ (\$500.00) and, in accordance with Section 22-1-31 of this Code, is  
4 responsible for the cost of removal by the City of Detroit.

5 (c) A person who violates any of the provisions of Sections 22-2-83(c) and (d), 22-2-  
6 84(a) and (b)(1), (2) and (4), 22-2-87, 22-2-88(b) and (c), 22-2-96 or 22-2-97 of this Code, where  
7 the amount of the solid waste is ~~ten~~ (10) or more cubic feet in volume but less than 15 cubic feet  
8 in volume, is responsible for a blight violation and, for the first violation, is subject to a civil fine  
9 of ~~one thousand dollars~~ (\$1,000.00) and, in accordance with Section 22-1-31 of this Code, is  
10 responsible for the cost of removal by the City of Detroit.

11 (d) A person who violates any of the provisions of Section 22-2-83(c) and (d), 22-2-84(a)  
12 and (b)(1), (2) and (4), 22-2-87, 22-2-88(b) and (c), 22-2-96 or 22-2-97 of this Code, where the  
13 amount of the solid waste is fifteen (15) or more cubic feet in volume is responsible for a blight  
14 violation and, for the first violation, is subject to a civil fine of \$1,500.00 and, in accordance  
15 with Section 22-1-31 of this Code, is responsible for the cost of removal by the City of Detroit.

16 (d) (e) For a repeat or subsequent blight violation under sections 22-2-83(b), 22-2-84(a)  
17 and (b)(1), (2) and (4), 22-2-87, 22-2-88(b) and (c), 22-2-96 or 22-2-97 of this Code, where the  
18 amount of the solid waste is less than five ~~(5)~~ cubic ~~yards~~ feet in volume, a person shall be subject  
19 to a civil fine of not less than ~~two hundred dollars~~ (\$200.00) but not more than ~~five hundred dollars~~  
20 ~~(\$500.00)~~ and, in accordance with Section 22-1-31 of this Code, is responsible for the cost of  
21 removal by the City of Detroit.

22 (e) (f) For a repeat or subsequent blight violation under Sections 22-2-83(c) and (d), 22-  
23 2-84(a) and (b)(1), (2) and (4), 22-2-87, 22-2-88(b) and (c), 22-2-96 or 22-2-97 of this Code,

1 where the amount of the solid waste is five ~~(5)~~ or more cubic ~~yards~~ feet in volume but less than  
2 ten (10) cubic ~~yards~~ feet in volume, a person shall be subject to a civil fine of not less than ~~five~~  
3 ~~hundred dollars~~ ~~(\$500.00)~~ but not more than ~~one thousand dollars~~ ~~(\$1,000.00)~~ and, in accordance  
4 with section 22-1-31 of this Code, is responsible for the cost of removal by the City of Detroit.

5 ~~(f)~~ (g) For a repeat or subsequent blight violation under sections 22-2-83(c) and (d), ~~2-2-~~  
6 ~~84(a)~~ 22-2-84(a) and (b)(1), (2) and (4), 22-2-87, 22-2-88(b) and (c), 22-2-96 or 22-2-97 of this  
7 Code, where the amount of the solid waste is ten (10) or more cubic ~~yards~~ feet in volume but less  
8 than 15 cubic feet in volume, a person shall be subject to a civil fine of not less than ~~one thousand~~  
9 ~~dollars~~ ~~(\$1,000.00)~~ but not more than ~~two thousand five hundred dollars~~ ~~(\$2,500.00)~~ and, in  
10 accordance with section 22-1-31 of this Code, is responsible for the cost of removal by the City of  
11 Detroit.

12 (h) For a repeat or subsequent blight violation under Section 22-2-83(c) and (d), 22-2-  
13 84(a) and (b)(1), (2) and (4), 22-2-87, 22-2-88(b) and (c), 22-2-96 or 22-2-97 of this Code, where  
14 the amount of the solid waste is 15 cubic feet or more in volume, a person shall be subject to a  
15 civil fine of not less than \$1,500.00 but not more than \$3,000.00 and, in accordance  
16 with section 22-1-31 of this Code, is responsible for the cost of removal by the City of Detroit.

17 ~~(g)~~ (i) Each day on which any violation of any of the provisions of Sections 22-2-83(b),  
18 (c), and (d), 22-2-84(a) and (b)(1), (2) and (4), 22-2-87, 22-2-88(b) and (c), 22-2-96 or 22-2-97 of  
19 this Code continues shall constitute a separate violation. The imposition of a fine under this section  
20 shall not be construed to excuse or to permit the continuation of any violation and, upon a blight  
21 violation determination may be subject to a civil fine for each day the violation continues. The  
22 determination as to whether an act or a failure to act is a continuing violation is within the  
23 discretion of the hearings officer.

1           ~~(h)~~ (j) When determining the amount of a civil fine for a blight violation that is issued  
2 under Subsections (a), (b), (c), (d), (e), ~~(f)~~, (g) or (h) of this section, the hearings officer shall  
3 consider all of the following factors:

- 4           (1) The type of solid waste;
- 5           (2) The nature of the violation;
- 6           (3) The duration of the violation;
- 7           (4) The preventability of the violation;
- 8           (5) The potential and actual effect on the surrounding neighborhood or the  
9 environment;
- 10          (6) The economic benefit to the violator;
- 11          (7) The violator's recalcitrance or efforts to comply with law; and
- 12          (8) The economic impact of the fine on the violator.

13 These factors shall only be considered where the hearings officer determines that the violator has  
14 made all good faith efforts to correct and terminate the violation. The violator shall have the burden  
15 of proof regarding the presence and degree of any factor to be considered by the hearings officer  
16 in determining the amount of the fine. In each case, the fine shall be set within the range that is  
17 delineated in subsections (a), (b), (c), (d), (e), ~~(f)~~, (g) or (h) of this section for the corresponding  
18 amount of solid waste.

19

1                                   **ARTICLE II. STORAGE, PREPARATION,**  
2                                   **COLLECTION, TRANSPORT, DISPOSAL, AND PLACEMENT**

3                                   **Division 5. Illegal Dumping**

4   **Sec. 22-2-83. Dumping, storing or depositing solid waste, medical waste, hazardous waste, or**  
5   **bulk solid material on any publicly owned property, or private property or water, without**  
6   **permit.**

7           (a)   No person shall dump, store or deposit or cause to be dumped, stored or deposited,  
8   on any publicly-owned property, or private property or water, within the City of Detroit any solid  
9   waste, medical waste or hazardous waste, except at a waste disposal or storage facility for which  
10   a permit or operating license has been properly issued pursuant to the provisions of this Code and  
11   of other local, state and federal law. Such dumping, storing, or depositing without a permit is  
12   declared to be a blight violation. A police officer may impound a vehicle that is operated in the  
13   commission of a blight violation in accordance with Section 22-1-32 of this Code.

14           (b)   Dumping, depositing, or placing solid waste less than five cubic yards feet on any  
15   private property, public property, right-of-way or surface water or around any approved or portable  
16   container, or dumping solid waste less than five cubic feet from a any motor vehicle, is littering  
17   and is hereby deemed unlawful and subject to the fines and penalties provided for in this chapter.

18           (c)   Unless otherwise provided for in this division, dumping, storing, depositing of solid  
19   waste in an amount of five cubic yards feet or more on any private property, public property, right-  
20   of-way or surface water or around any approved or portable container is illegal dumping and is  
21   hereby deemed unlawful and subject to the fines and penalties provided for in this chapter.

22           (d)   Dumping, or depositing solid waste of five cubic feet or more from any motor  
23   vehicle upon any public highway, city street, public or private property or water or causing such

1 solid waste to be dumped or deposited from a motor vehicle is illegal dumping and is hereby  
2 deemed unlawful and subject to the fines and penalties provided for in this chapter.

3 (e) Dumping, storing, depositing or placing medical waste or hazardous waste in any  
4 discernable quantity on any private property, public property, right-of-way or surface water or  
5 around any approved or potable container is illegal dumping and is hereby deemed unlawful and  
6 is subject to the fines and penalties provided for in this chapter.

7 (f) Dumping or depositing medical or hazardous waste in any discernable quantity  
8 from any motor vehicle upon any public highway, city street, public or private property or water  
9 or causing such solid waste to be dumped or deposited from any motor vehicle is illegal dumping  
10 and is hereby deemed unlawful and is subject to the fines and penalties provided for in this chapter.

11 (g) Unless otherwise provided for in this chapter, dumping, storing, depositing, or  
12 transporting bulk solid material on any private property, public property, right of way, or surface  
13 water or around any approved or portable container is illegal dumping and is a blight violation  
14 subject to the fines and penalties provided for in this chapter. Asphalt millings removed as part of  
15 a public paving or repaving project (a project conducted, controlled or funded by the governments  
16 or agencies of the City of Detroit, the County of Wayne, the State of Michigan, or the United  
17 States) and temporarily stored on or adjacent to that project for reuse in that project is not illegal  
18 dumping if the temporary storage period does not exceed 45 days.

19 (h) Violations of article V of this chapter not described by section 22-2-83(g), including  
20 but not limited to the escape of fugitive dust from an otherwise authorized collection of bulk solid  
21 material in an amount that exceeds the opacity limit specified in MCL 324.5524(2), regardless of  
22 qualification under MCL 324.5524(1), is unlawful and is subject to the fines and penalties provided  
23 for in this chapter.

1

2           **Section 2.** All ordinances, or parts of ordinances, that conflict with this ordinance are  
3 repealed.

4           **Section 3.** This ordinance is declared necessary for the preservation of the public peace,  
5 health, safety, and welfare of the People of the City of Detroit.

6           **Section 4.** Where this ordinance is passed by a two thirds (2/3) majority of City Council  
7 Members serving, it shall be given immediate effect and shall become effective upon publication  
8 in accordance with Section 4-118(1) of the 2012 Detroit City Charter. Where this ordinance is  
9 passed by less than two thirds (2/3) majority of City Council Members serving, it shall become  
10 effective thirty (30) days after publication in accordance with Section 4-118(2) of the 2012 Detroit  
11 City Charter.

12 Approved as to form:

13

14 

15 Lawrence T. García  
16 Corporation Counsel

17

RESOLUTION SETTING HEARING

**By Council Member Benson:**

Resolved, That a public hearing will be held by this body on Monday, January 14, 2018 at \_\_\_\_\_ in the Council Committee Room, 13<sup>th</sup> Floor, Coleman A. Young Municipal Center for the purpose of considering the advisability of adopting the foregoing Proposed ordinance to amend Chapter 22 of the 1984 Detroit City Code, *Handling of Solid Waste and Prevention of Illegal Dumping*, Article I, *In General*, Division 2, *Civil Fines for Violations*, by amending Section 22-1-14, *Civil fines for violation of Sections 22-2-83(b), (c) and (d), 22-2-849a) and (b)(1), (2) and (4), 22-2-87, 22-2-88(b) and (c), 22-2-96 and (c), 22-2-96 and 22-297 of this Code regarding solid waste except for medical waste and hazardous waste; cost of removal incurred by City of Detroit; factors to be considered by hearings officer when determining fine; burden of proof for factors upon violator*, and Article II, *Storage, Preparation, Collection, Transport, Disposal, and Placement*, Division 5, *Illegal Dumping* by amending Section 22-2-83, *Dumping storing or depositing solid waste, medical waste, hazardous waste or bulk solid waste material on any publicly owned property, or private property or water, without permit*, to provide: uniform measurements for determining blight violations related to illegal dumping of solid waste; uniform measurements for determining fines related to illegal dumping of solid waste; and an additional classification and higher fines related to illegally dumping larger quantities of solid waste.

All interested persons are invited to be present to be heard as to their views.



**ADOPTED AS FOLLOWS  
COUNCIL MEMBERS**

	YEAS	NAYS
<b>Janee</b> <b>AYERS</b>		
<b>Scott</b> <b>BENSON</b>		
<b>Raquel</b> <b>CASTANEDA-LOPEZ</b>		
<b>Gabe</b> <b>LELAND</b>		
<b>Roy</b> <b>MCCALISTER, JR.</b>		
<b>*Mary</b> <b>SHEFFIELD</b>		
<b>Andre</b> <b>SPIVEY</b>		
<b>James</b> <b>TATE</b>		
<b>Brenda</b> <b>PRESIDENT</b> <b>JONES</b>		
<b>*PRESIDENT PRO TEM</b>		

**BY COUNCIL MEMBER \_\_\_\_\_**

**WHEREAS**, pursuant to Public Act 206 of 1893, as amended, specifically MCL 211.7u, the principal residence of persons who, by reason of poverty, are unable to contribute toward the public charges is eligible for exemption from taxation; and,

**WHEREAS**, also pursuant to MCL 211. 7u this Honorable Body is charged with adopting the policies and guidelines for the granting of said exemptions; and,

**WHEREAS**, pursuant to Section 9-401 of the Charter of the City of Detroit this Honorable Body has appointed a Citizen's Board of Review to hear and determine applications for exemption from taxation by reason of poverty; and,

**WHEREAS**, the Citizen's Board of Review has submitted to this Honorable Body the attached proposed amended 2019 Homeowners Property Tax Assistance Program application (including a requirement that the application be notarized unless a hardship exception is applicable), policies, procedures and guidelines, for approval;

**NOW, THEREFORE BE IT**

**RESOLVED**, that it is hereby found and determined that the attached proposed amended 2019 Homeowners Property Tax Assistance Program application, policies, procedures and guidelines provide for the exemption from taxation the principal residence of persons who, by reason of poverty, are unable to contribute toward the public charges; and be it further

**RESOLVED**, that the proposed amended 2019 Homeowners Property Tax Assistance Program application, policies, procedures and guidelines are hereby adopted and approved.

work on

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Alton James  
Chairperson  
Lauren Hood, MCD  
Vice Chair/Secretary

**City of Detroit**  
**CITY PLANNING COMMISSION**  
208 Coleman A. Young Municipal Center  
Detroit, Michigan 48226  
Phone: (313) 224-6225 Fax: (313) 224-4336  
e-mail: cpc@detroitmi.gov

Brenda Goss Andrews  
Lisa Whitmore Davis  
David Esparza, AIA, LEED  
Gregory Pawlowski  
Frederick E. Russell, Jr.  
Angy Webb

November 15, 2018

**HONORABLE PLANNING AND ECONOMIC DEVELOPMENT STANDING COMMITTEE**

**RE:** Request of the Downtown Development Authority in conjunction with Olympia Development of Michigan to amend Article XVII, District Map No. 3 of Chapter 61 of the 1984 Detroit City Code, Zoning and the provisions of the existing PD (Planning Development) zoning district established by Ordinance 10-15 on land bounded by Woodward Ave. on the east, the south side of Henry St. on the south, Clifford Ave. and Cass Ave. on the west and Sproat St. on the North; and to rezone a portion of the remaining B4 (General Commercial) zoned land along the east side of Cass Ave. between Sproat St. and Henry St., and, as well as the to-be-vacated Henry Street right-of-way, to PD. **(REQUESTING 5<sup>th</sup> EXTENSION OF REVIEW PERIOD)**

On June 13, 2017 the Detroit City Council received and referred to the Planning and Economic Development Standing Committee the report and recommendation of the City Planning Commission (CPC) for the above captioned map amendment request for the Detroit Zoning Ordinance.

The Zoning Ordinance specifies in Sec. 61-3-17, "Where a petition for a proposed Zoning Ordinance text or map amendment is not voted upon by the City Council within one hundred twenty (120) days of the time of receipt of the City Planning Commission's report, it shall be deemed to have been denied, unless extended by the City Council."

The original 120-day review period for this matter was to expire in October of 2017. Subsequently, however, three extensions have been authorized with the most recent, of 120 days, being granted on July 31, 2018. On Wednesday, November 28, 2018 that extension will expire at day's end.

CPC is pleased to report that a revised petition #1388 requesting the right-of-way adjustments on and around the arena site has been submitted to the City Clerk by Giffels Webster on behalf the Downtown Development Authority and Olympia Development of Michigan. This revised petition, if acceptable to DPD and DWSD, should relieve blockage to completing the vacation of Henry and the other streets thus allowing the necessary sequence of events to proceed in order to facilitate the long-held PD rezoning and modification. Consequently, the CPC requests another 120-day extension of the review period to avoid having to re-start the ordinance revision process over again at the Planning Commission. A resolution to that effect is attached for Your consideration. The requested extension, if granted, will expire by the close of the day Wednesday, March 28, 2019.

11/15/18 - MTF SB (316)

Respectfully submitted,



Marcell R. Todd, Jr., Director

Attachment

cc: Maurice Cox, Director, PDD  
Lawrence Garcia, Corporation Counsel  
Kim James, Law  
Bruce Goldman, Law  
David Bell, Director, BSEED  
Arthur Jemison, Group Executive

**A RESOLUTION BY COUNCIL MEMBER \_\_\_\_\_ :**

**WHEREAS**, the Detroit City Planning Commission has prepared a report and recommendation dated June 12, 2017 regarding the request of the Downtown Development Authority in conjunction with Olympia Development of Michigan to amend Article XVII, District Map No. 3 of Chapter 61 of the 1984 Detroit City Code, Zoning and the provisions of the existing PD (Planning Development) zoning district established by Ordinance 10-15 on land bounded by Woodward Ave. on the east, the south side of Henry St. on the south, Clifford Ave. and Cass Ave. on the west and Sproat St. on the North; and to rezone a portion of the remaining B4 (General Commercial) zoned land along the east side of Cass Ave. between Sproat St. and Henry St., and, as well as the to-be-vacated Henry Street right-of-way, to PD; and

**WHEREAS**, that report and recommendation were received by the Detroit City Council on June 13, 2017 and referred to the Planning and Economic Development Standing Committee; and

**WHEREAS**, the Detroit Zoning Ordinance specifies in Sec. 61-3-17 that "Where a petition for a proposed Zoning Ordinance text or map amendment is not voted upon by the City Council within one hundred twenty (120) days of the time of receipt of the City Planning Commission's report, it shall be deemed to have been denied, unless extended by resolution of the City Council;" and

**WHEREAS**, three 120 day and one 54 day extensions have been granted subsequently; and

**WHEREAS**, the most recent 120 day extension of the review period for this Zoning Ordinance a amendment request will expire on November 28, 2018; **NOW THEREFORE BE IT**

**RESOLVED**, the Detroit City Council hereby extends the period of review for the City Planning Commission report and recommendation regarding the requested Zoning Ordinance amendment for an additional 120 days, to expire at the close of the day on March 28, 2019.

Alton James  
Chairperson  
Lauren Hood, MCD  
Vice Chair/Secretary

**City of Detroit**  
**CITY PLANNING COMMISSION**  
208 Coleman A. Young Municipal Center  
Detroit, Michigan 48226  
Phone: (313) 224-6225 Fax: (313) 224-4336  
e-mail: [cc-cpc@detroitmi.gov](mailto:cc-cpc@detroitmi.gov)

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Brenda Goss-Andrews  
Lisa Whitmore Davis  
David Esparza, AIA, LEED  
Gregory Pawlowski  
Frederick E. Russell, Jr.  
Angy Webb

November 8, 2018

**HONORABLE CITY COUNCIL**

**RE:** Request of Intersection Consulting Group on behalf of 262 Mack, Mack Investments I, LLC to review site plans and elevations for a Planned Development (PD) zoning classification within Article XVII, District Map No. 4, of the 1984 Detroit City Code, Chapter 61, Zoning, to erect two residential carriage-home apartment units above an existing garage at property commonly referred to as 262 Mack Avenue.  
**(RECOMMEND APPROVAL)**

**NATURE OF REQUEST**

In 2016 Your Honorable Body voted to approve the request of Intersection Consulting Group on behalf of Mack Investments I, LLC. The original request was for site plan review (SPR) for site plans and elevations for a proposed development on land that is currently zoned PD and is located within the Brush Park Historic District. The subject site is located on the south side of Mack Avenue between Brush St. and John R. The original plan called for the construction of a nine (9) unit multi-family dwelling with a single-story garage to support the new units. The revised proposed multi-family dwelling is planned to be three (3) stories in height. The floor plan proposes three (3) units to be approximately 1,058 square feet in area each and the remaining (6) six units are to be 1,279 sq. ft. each. (see attached original plans).

**PROPOSAL**

Since the original proposal was approved by City Council via resolution in March of 2017, the petitioner has since come back with a supplementary request. The proposal that is before you for consideration at this time include the addition of two (2) carriage-home style apartments to be erected above an existing garage. According to discussions with the petitioner and review of past Buildings Safety Engineering and Environmental Department records, the existing garage began construction somewhere around the period of the 2007-2009 housing crash which, was the result of the housing bubble that affected many developers in Detroit. Seemingly, due to the economic conditions of that period, the original developer never completed the full plans for the garage. Since then the property has been transferred to 262 Mack, Mack Investments I, LLC. The current developer would like to complete the construction of the structure by adding these units to what was previously approved.

The revised proposal calls for two new units, each 822 sq. ft. I area, to go above the two (2) car garage. The two units would be inclusive of a bedroom with closet space, bathroom, living room, kitchen, nook, and laundry room. The plans also call for balconies on the northern (front)

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elevation, totaling four (4) in all; one (1) accessible from the bedroom and one (1) from the living room spaces.

## **ANALYSIS**

### ***Zoning and Development Plan Provisions***

The 3<sup>rd</sup> Modified Brush Park Development Plan provides the underlying zoning for the PD district. The Plan designates the subject land for institutional and commercial uses. Table B-2 of the development plan lists multi-family dwellings as a permitted secondary use on the subject property making it consistent with current provisions.

### ***Parking***

According to 61-14-24 of the Zoning Ordinance, parking requirements for a multiple-family dwelling are 1.25 spaces per dwelling unit and 0.75 per dwelling unit if located within 0.25 miles of a bus rapid transit, street car/trolley or light rail line. This development would qualify for the reduction in parking requirements because of its proximity to the coming rail line located on Woodward.

As the apartment unit count raises by the additional two (2) carriage home units that are being proposed, it brings the total number of units on the site (inclusive of the original nine (9) approved units) to a total of 11 units. According to the current zoning provisions, the totality of the development including the previously approved nine (9) units, requires a total of 8.25 parking spaces. The parking plan provides the appropriate amount of spaces required.

### ***Design***

The design of the development must be in accordance with the PD district design criteria listed in Section 61-11-15 of the Zoning Ordinance.

When criterion *b* speaks to the *compatibility* of the development with existing development, it can be said that this project is in alignment with the trend of Brush Park to be inclusive of carriage homes. Another development known as Brush Park Village North, which came before this Honorable Body for approval in 2017 also proposed and was approved for carriage homes.

As development has picked up in the City, developers have continuously inquired about the possibility of new construction carriage homes, as many that exist today are the remnant of historic neighborhoods and were in most cases, likely grandfathered in, post zoning regulations or are subject of variance or special approval. Carriage-homes are being revisited by the City as a typology merits being allowed on a broader basis. Carriage homes allow for developments to be more financially feasible for developers as well as tenants. They usually help to create opportunities for lower income individuals to participate in more affluent areas while also increasing the density of a neighborhood, also increasing vibrancy and diversity.

Criterion *e* points to *parking and loading*, questioning whether it is adequate for what is being proposed. In this case, the parking will be accessed from the rear of the building as vehicles are planned to use the public alley to reach the garage parking for the units. This off-street parking and loading is appropriate and typical for a Brush Park development.

In response to criterion *n* which addresses *accessibility*, the Commission points to the fact that the development will incorporate a semi-circular driveway creating a more convenient ingress/egress for residents of the building. Using the alley access is typical for the land uses



located on the in Brush Park. The City's Fire Marshall conducted an initial review of the configuration of the plans and was satisfied.

***Master Plan Consistency***

The Planning and Development Department originally submitted a determination letter confirming the compatibility of the proposal with the City's Master Plan of Policies. CPC has received no negative comments by PDD to differ from the original Master Plan determination.

**COMMUNITY ENGAGEMENT**

The developer is in consultation with the Brush Park CDC in regards to a revised letter of support for the project. CPC has been waiting for this last

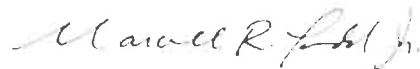
**RECOMMENDATION**

At its regular meeting of February 1<sup>st</sup> 2018, the City Planning Commission voted to approve this proposal 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; and
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 submitting applications for applicable permits.

Respectfully submitted,

ALTON JAMES, CHAIRPERSON



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

Attachment

Cc: Maurice Cox, Director, PDD  
Gregory Moots, PDD  
Arthur Jemison, Director, HRD  
David Bell, Director, BSEED  
Lawrence Garcia, Corp Counsel  
Detroit Housing Commission

**By Council Member \_\_\_\_\_ :**

**WHEREAS**, the Intersection Consulting Group on behalf of 262 Mack, Mack Investments I, LLC has requested site plan review and approval of revised plans for a housing development on PD (Planned Development) zoned land in the Brush Park community at 262 Mack Ave. (also known as Tax Parcel No.01000878); and

**WHEREAS**, the PD district zoning classification is 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 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 preliminary site plans and elevations for the development depict a revised proposal adding two new housing units that will contain 822 sq. ft. each to be erected above the two (2) car garage in addition to a previously approved nine (9) unit multi-family dwelling; and

**WHEREAS**, the City Planning Commission and Planning and Development Department have found the proposed development to be in conformance with the Master Plan of Policies, the Brush Park Rehabilitation Project Third Modification Development Plan dated July 10, 2002 as well as the applicable site plan review approval criteria described in Article III, Subdivision D of the Zoning Ordinance;

**WHEREAS**, the Detroit City Council has reviewed the preliminary site plan and concurred with the findings of both CPC and PDD; and

**THEREFORE, BE IT RESOLVED**, that the Detroit City Council approves the preliminary site plans and elevations described in the corresponding communication from the City Planning Commission, dated November 8, 2018 and depicted in the “262 Mack Investments I LLC” prepared by Comprehensive Design Group, Inc. dated January 1, 2018 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; and
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 for consistency with approved plans prior to submitting applications for applicable permits.

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Resolution By \_\_\_\_\_

**WHEREAS**, The City of Detroit has received petition #108 and the Detroit City Planning Commission (CPC) has concluded its deliberations regarding the request of Mr. Mohamed Elhady and the City Planning Commission to amend Article XVII, District Map 16 of the 1984 Detroit City Code Chapter 61, 'Zoning' by showing an M2 (Restricted Industrial District) zoning classification where a B4 (General Business District) zoning classification currently exists on thirteen (13) parcels commonly identified as 17198, 17200, 17204, 17208, 17212, 17216, 17220, 17224, 17228, 17232, 17240, 17300 and 17340 Conant Avenue, generally bounded by Nancy Avenue to the north, the north-south alley first east of Conant Avenue to the east, Gaylord Avenue to the south and Conant Avenue to the west for the purpose of establishing a "Tires, used: sales and/or service" facility which is permitted on a conditional basis in the M2 district zoning classification per Sec. 61-10-43(6); and

**WHEREAS**, The CPC has held the statutorily required public hearing on this request on Thursday, April 5, 2018 and has submitted to Council it's report and recommendation for approval of the aforementioned rezoning request dated September 14, 2018; and

**WHEREAS**, On Thursday, November 15, 2018 the Planning and Economic Development Standing Committee voted to recommend denial of aforementioned request based on their determination that the applicant failed to satisfactorily meet approval criteria 6) Whether the proposed amendment will have significant adverse impacts on other property that is in the vicinity of the subject tract; and 7) The suitability of the subject property for the existing zoning classification and proposed zoning classification, as outlined in Sec. 61-3-80 of the Zoning Ordinance. **NOW THEREFORE BE IT**

**RESOLVED**, That the Detroit City Council hereby denies the request of Mr. Mohamed Elhady and the City Planning Commission to amend Article XVII, District Map 16 of the 1984 Detroit City Code Chapter 61, 'Zoning' to show an M2 (Restricted Industrial District) zoning classification where a B4 (General Business District) zoning classification currently exists on thirteen (13) parcels commonly identified as 17198, 17200, 17204, 17208, 17212, 17216, 17220, 17224, 17228, 17232, 17240, 17300 and 17340 Conant Avenue, generally bounded by Nancy Avenue to the north, the north-south alley first east of Conant Avenue to the east, Gaylord Avenue to the south and Conant Avenue to the west.

## EXHIBIT E

**RESOLUTION APPROVING AMENDED AND RESTATED BROWNFIELD PLAN  
OF THE CITY OF DETROIT BROWNFIELD REDEVELOPMENT AUTHORITY  
FOR THE JOE LOUIS ARENA REDEVELOPMENT PROJECT**

City of Detroit  
County of Wayne, Michigan

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**WHEREAS**, pursuant to 381 PA 1996, as amended (“Act 381”), the City of Detroit Brownfield Redevelopment Authority (“Authority”) has been established by resolution of the City Council of the City of Detroit (the “City”) for the purpose of promoting the revitalization of eligible properties in the City; and

**WHEREAS**, under Act 381 the Authority is authorized to develop and propose for adoption by City Council a brownfield plan for one (1) or more parcels of eligible property; and

**WHEREAS**, pursuant to the resolution establishing the Authority and the bylaws of the Authority, the Authority has submitted a proposed Amended and Restated Brownfield Plan for the Joe Louis Arena Redevelopment Project (the “Plan”); and

**WHEREAS**, the Authority submitted the Plan to the Community Advisory Committee for consideration on October 24, 2018, per the provisions of the resolution establishing the Authority, and a public hearing was conducted by the Authority on November 5, 2018 to solicit comments on the proposed Plan; and

**WHEREAS**, the Community Advisory Committee recommended approval of the Plan on October 24, 2018; and

**WHEREAS**, the Authority determined that the Plan constitutes a “Qualifying Downtown Brownfield Project” under that certain Interlocal Agreement by and between the Authority and the City of Detroit Downtown Development Authority approved the Plan on November 7, 2018 and forwarded it to the City Council with a request for its approval of the Plan; and

**WHEREAS**, the required notice of the public hearing on the Plan was given in accordance with Section 13 of Act 381; and

**WHEREAS**, the City Council held a public hearing on the proposed Plan on November 15, 2018.

**NOW, THEREFORE, BE IT RESOLVED, THAT:**

1. Definitions. Where used in this Resolution the terms set forth below shall have the following meaning unless the context clearly requires otherwise:

“Eligible Activities” or “eligible activity” shall have the meaning described in Act 381.

“Eligible Property” means the property designated in the Plan as the Eligible Property, as described in Act 381.

“Plan” means the Plan prepared by the Authority, as transmitted to the City Council by the Authority for approval, copies of which Plan are on file in the office of the City Clerk.

“Taxing Jurisdiction” shall mean each unit of government levying an ad valorem property tax on the Eligible Property.

2. Public Purpose. The City Council hereby determines that the Plan constitutes a public purpose.

3. Best Interest of the Public. The City Council hereby determines that it is in the best interests of the public to promote the revitalization of environmentally distressed areas in the City to proceed with the Plan.

4. Review Considerations. As required by Act 381, the City Council has in reviewing the Plan taken into account the following considerations:

(a) Portions of the property designated in the Plan meets the definition of Eligible Property, as described in Act 381, including consideration of the criteria of “blighted” as defined in Act 381;

(b) The Plan meets the requirements set forth in section 13 of Act 381.

(c) The proposed method of financing the costs of eligible activities is feasible and the Authority has the ability to arrange the financing.

(d) The costs of eligible activities proposed are reasonable and necessary to carry out the purposes of Act 381.

(e) The amount of captured taxable value estimated to result from adoption of the Plan is reasonable.

5. Approval and Adoption of Plan. The Plan as submitted by the Authority is hereby approved and adopted. A copy of the Plan and all amendments thereto shall be maintained on file in the City Clerk’s office.

6. Preparation of Base Year Assessment Roll for the Eligible Property.

(a) Within 60 days of the adoption of this Resolution, the City Assessor shall prepare the initial Base Year Assessment Roll for the Eligible Property in the Plan. The initial Base Year Assessment Roll shall list each Taxing Jurisdiction levying taxes on the Eligible Property on the effective date of this Resolution and the amount of tax revenue derived by each Taxing Jurisdiction from ad valorem taxes on the Eligible Property, excluding millage specifically levied for the payment of principal and interest of obligations approved by the electors or obligations pledging the unlimited taxing power of the local governmental unit.

(b) The City Assessor shall transmit copies of the initial Base Year Assessment Roll to the City Treasurer, County Treasurer, Authority and each Taxing Jurisdiction which will have Tax Increment Revenues captured by the Authority, together with a notice that the Base Year Assessment Roll has been prepared in accordance with this Resolution and the Plan approved by this Resolution.

7. Preparation of Annual Base Year Assessment Roll. Each year within 15 days following the final equalization of the Eligible Property, the City Assessor shall prepare an updated Base Year Assessment Roll. The updated Base Year Assessment Roll shall show the information required in the initial Base Year Assessment Roll and, in addition, the Tax Increment Revenues for each Eligible Property for that year. Copies of the annual Base Year Assessment Roll shall be transmitted by the Assessor to the same persons as the initial Base Year Assessment Roll, together with a notice that it has been prepared in accordance with the Plan.

8. Establishment of Project Fund; Approval of Depository. The Authority shall establish a separate fund for the Eligible Property subject to this Plan, which shall be kept in a depository bank account or accounts in a bank or banks approved by the Treasurer of the City. All moneys received by the Authority pursuant to the Plan shall be deposited in the Project Fund for the Eligible Property. All moneys in the Project Fund and earnings thereon shall be used only in accordance with the Plan and Act 381.

9. Use of Moneys in the Project Fund. The moneys credited to the Project Fund and on hand therein from time to time shall be used annually to first make those payments authorized by and in accordance with the Plan and any development agreement governing such payments and then to the Local Brownfield Revolving Fund, as authorized by Act 381:

10. Return of Surplus Funds to Taxing Jurisdictions. The Authority shall return all surplus funds not deposited in the Local Brownfield Revolving Fund proportionately to the Taxing Jurisdictions.

11. Payment of Tax Increment Revenues to Authority. The municipal and the county treasurers shall, as ad valorem and specific local taxes are collected on the Eligible Property, pay the Tax Increment Revenues to the Authority for deposit in the Project Fund. The payments shall be made not more than 30 days after the Tax Increment Revenues are collected.

12. Disclaimer. By adoption of this Resolution and approval of the Plan, the City assumes no obligation or liability to the owner, developer, lessee or lessor of the Eligible Property for any loss or damage that may result to such persons from the adoption of this Resolution and Plan. The City makes no guarantees or representations as to the determinations of the appropriate state officials regarding the ability of the Authority to capture tax increment revenues from the State and local school district taxes for the Plan.

13. Repealer. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

14. The City Clerk is requested to submit one (1) certified copies of this Resolution to the DBRA, 500 Griswold Street, Suite 2200, Detroit, MI 48226

AYES:           Members

---

NAYS:           Members

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RESOLUTION DECLARED ADOPTED.

---

Janice Winfrey, City Clerk  
City of Detroit  
County of Wayne, Michigan

WAIVER OF RECONSIDERATION IS REQUESTED

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Detroit, County of Wayne, State of Michigan, at a regular meeting held on \_\_\_\_\_, 2018, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

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Janice Winfrey, City Clerk  
City of Detroit  
County of Wayne, Michigan

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BY COUNCIL MEMBER \_\_\_\_\_:

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**RESOLUTION AUTHORIZING THE ESTABLISHMENT OF A SECONDARY STREET NAME  
IN HONOR OF BISHOP J. DREW SHEARD AT THE INTERSECTION OF SCHAEFER  
HIGHWAY AND W. SEVEN MILE ROAD**

**WHEREAS**, the Detroit City Council has received a request from Council President Brenda Jones, on behalf of the congregation of Greater Emmanuel Institutional Church of God In Christ, to assign a Secondary Street Name to Bishop J. Drew Sheard, to be located at the intersection of Schaefer Highway and W. Seven Mile Road in the City of Detroit Council District 2; and

**WHEREAS**, Greater Emmanuel Institutional Church of God In Christ located at the intersection of Schaefer Highway and W. Seven Mile Road is historically significant, being the current location of where Bishop Sheard has pastored for the past 30 years, having grown the church congregation from 15 members to over 3,000; and

**WHEREAS**, Bishop J. Drew Sheard has served his community beyond the pulpit, having serviced as a Mathematics teacher retiring from the Detroit Public School System, a reality TV star, businessman via Karew Records, feeding over 2,000 residents monthly in partnership with Forgotten Harvest, and providing temporary housing to families in need of properties owned by the church; and

**WHEREAS**, Throughout his career Bishop Sheard has worked diligently in several positions in the church on a local and national level including Chairman of local and state youth departments, National Adjutant Overseer, Executive Secretary of the International Youth Department, and various civic capacities including Executive Director of the Michigan Chapter of the Southern Christian Leadership Conference (SCLC), and board member of the Michigan Anti-Apartheid Council; and

**WHEREAS**, Bishop Sheard's ideas have propelled him to the forefront of both the civic and religious community, and have gained him recognition as a "bridge builder" to other denominations. Currently he serves as a member of the Presidium of the Church of God in Christ, Jurisdictional Bishop of the Michigan-North Central Ecclesiastical Jurisdiction; and

**WHEREAS**, Bishop Sheard is also the author of "Hang in There! - Keys to becoming empowered, resilient and successful during life's turbulence." **NOW THEREFORE BE IT**

**RESOLVED**, That the City Council finds the above-mentioned individual and the proposed location meets the criteria for Secondary Naming of a Street in accordance with Article VII, Sections 50-7-31 through Sections 50-7-50 of the 1984 Detroit City Code; **BE IT FURTHER**

**RESOLVED**, That the intersection of Schaefer Highway and W. Seven Mile Road be assigned the secondary street name "Bishop J. Drew Sheard Blvd" in celebration of his noteworthy achievements; **BE IT FURTHER**

**RESOLVED**, That the projected cost of designing, producing, erecting, replacing and removing the necessary signs and markers shall be paid, in advance, to the street fund by the petitioner requesting the secondary name; **AND BE IT FINALLY**

**RESOLVED**, A certified copy of the resolution shall be transmitted by the City Clerk to the Fire Department, Police Department, Department of Public Works and its City Engineering and Traffic Engineering Divisions, Department of Transportation and the United States Postal Service.

rec @ table 11/15/18

#10

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CITY OF DETROIT  
HOUSING AND REVITALIZATION DEPARTMENT

COLEMAN A. YOUNG MUNICIPAL CENTER  
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October 9, 2018

108

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

**Re: Resolution Establishing the Ford Motor Company Neighborhood Enterprise Zone for the Michgian Central Station, located at 2001 15<sup>th</sup> Street, Detroit, Michigan in accordance with Public Act 147 of 1992. (Petition #433)**

Honorable City Council:

Attached for your consideration please find a resolution and legal description which will establish the **Ford Motor Company** Neighborhood Enterprise Zone (NEZ) in accordance with Public Act 147 of 1992 ("the Act").

Your Honorable Body conducted a public hearing on this matter on **October 11, 2018** as required by the Act. No impediments to the establishment of the NEZ were presented at the public hearing.

Ford intends to the historic Michigan Central Station and develop residential properties on the top floors of the tower..

We request your Honorable Body's approval of the resolution.

Respectfully submitted,

Donald Rencher  
Director

DR/vf

cc: S. Washington, Mayor's Office  
M. Cox, PDD  
D. Rencher, HRD  
V. Farley, HRD

rec @ table

11/15/18 MTF SB(30)



**BY COUNCIL MEMBER \_\_\_\_\_**

**WHEREAS**, Michigan’s Public Act 147 of 1992, the Neighborhood Enterprise Zone Act (“the Act”), provides for the establishment of Neighborhood Enterprise Zones (NEZs), the exemption from *ad valorem* taxes, and the imposition of a specific property tax in lieu of *ad valorem* real property taxes within NEZs; and

**WHEREAS**, the City of Detroit meets all the distress criteria set forth within the Act; and

**WHEREAS**, the Detroit City Council finds that designation of certain areas as NEZs is consistent with the adopted Master Plan, as amended, and will further the economic and physical development goals and objectives of the City by encouraging new housing starts and housing rehabilitation, thereby aiding in the preservation of existing neighborhoods and preventing further decay in others; and

**WHEREAS**, the Detroit City Council has found the establishment of the **Ford Motor Company** NEZ to be consistent with the Detroit Master Plan of Policies and the neighborhood preservation and development goals of the City; and

**WHEREAS**, the Detroit City Council has adopted a statement of goals, objectives and policies relative to the maintenance, preservation, improvement, and development of housing for all persons regardless of income level living within proposed NEZs; and

**WHEREAS**, the Detroit City Council has enacted a housing inspection ordinance requiring that before the sale of a unit in a new or rehabilitated facility for which an NEZ Certificate is in effect, an inspection is to be made of the unit to determine compliance with Chapter 26 of the Code of the City of Detroit; and

**WHEREAS**, the Act requires that the designation of NEZs must be approved by a resolution adopted by the local governmental unit subsequent to a public hearing at which any taxpayer or resident, or representative of any taxing authority levying a property tax in the City of Detroit, was give the opportunity to address the requested establishment of an NEZ; and

**WHEREAS**, a public hearing on the issue of establishing the **Ford Motor Company** NEZ was conducted before the Detroit City Council on **October 11, 2018** with notice of the public hearing having been given to the general public and by certified mail to every taxing authority levying a property tax with the City of Detroit; and

**WHEREAS**, no impediments to the establishment of the **Ford Motor Company** NEZ where cited; and

**WHEREAS**, after the public hearing, City Council legally established a Neighborhood Enterprise Zone in the area located at **2001 15<sup>th</sup> Street**, on **November 20, 2018**.

**NOW THEREFORE BE IT**

**RESOLVED**, that the land area described in the attached legal description, and shown on the attached map, is hereby established as the **Ford Motor Company** NEZ pursuant to Public Act 147 of 1992, the Neighborhood Enterprise Zone Act.



CITY OF DETROIT  
HOUSING AND REVITALIZATION DEPARTMENT

USE!

#17

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109

November 14, 2018

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

**RE: Amended - Approval of Additions to 2018 HOME, CDBG, NSP Awards**

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 additions and/or new allocation to six HOME, NSP, or CDBG projects.

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, are included in the annual entitlement award from HUD and are part of the Consolidated Plan.

HRD is requesting approval of increases to the following projects according to the list in attachment A: Sugar Hill Mixed Use Development, Brightmoor Homes I, St. Rita Apartments, and LifeBuilders, and Kercheval Van Dyke Apartments. HRD has reprogrammed CDBG development funding for increases Brightmoor Homes I (\$450,000) and Life Builders (\$350,000). The department is also requesting approval of a HOME challenge grant of \$1,500,000 for the Van Dyke Apartments project and an increase of HOME in the amount of \$170,000 for the St. Rita Apartments project. Finally, the department is also requesting approval of reallocation of a Section 108 loan (Garfield II note III) for the Sugar Hill project with a new borrower. (See Exhibit 1).

11/15/18 MTF pending changes SB (310)

rec @ table 11/15/18 PED



Detroit City Council

RE: Amended - Approval of Additions to 2018 HOME, CDBG, NSP Awards

November 14, 2018

Page 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, CDBG, and NSP 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



**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 and Revitalization Department (“HRD”), for the purpose of creating affordable housing opportunities in Detroit neighborhoods; and

**WHEREAS**, the City Council authorized the Housing and 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**, H&RD will use existing appropriation number 10821 for HOME funds for the following projects: “Van Dyke Apartments”- \$1,500,000, “St. Rita Apartments” - \$1,664,421; and

Whereas, HRD will use existing CDBG appropriation numbers for the following projects: Appropriation number 11595: “Brightmoor Homes I” - \$450,000, and Appropriation number 20560: “LifeBuilders”- \$350,000; and

Whereas, the City will use appropriation number 20614 for the Section 108 Loan for the “Sugar Hill” project - \$6,696,930;

**RESOLVED**, that the City Council approves HOME, CDBG, and NSP 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

**Finally Resolved**, that the Housing and Revitalization Department Director, or his designee, is authorized to process, prepare, and execute all loan and grant documents required to modify HOME Loans, Grants, and/or Mortgages and or subordinate HOME funds according to HUD regulation for the development partners listed on the Exhibit.

**Waiver of Reconsideration per motions before adjournment.**

# Exhibit 1: Amended - Additions to 2018 HOME, CDBG, and NSP 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 ALLOCATION	COMMENTS
POAH Support Corporation 2, Inc. 535 Griswold, Ste 1600 Detroit, MI 48226	<b>Sugar Hill Mixed Use Development</b> 81-119 Garfield Detroit, MI 48201 New Construction 85 Units (15 HOME Assisted) And Parking Structure	Amend prior loan (Garfield II note II) to allow assumption of new borrower. Terms of the loan assumption are as follows: \$6,696,930 Section 108 loan at 1.8% with a balloon after 20 years to build a parking garage.	\$32,045,523.00	\$6,696,930 (Section 108)	\$6,696,930 (New Borrower)	Amend prior \$6,696,930 Section 108 Loan to allow assumption of new borrower. City 108 Loan Funds (CDBG) will assist in leveraging New Market Tax Credits to build a parking garage and mixed use development including retail.
Southwest Housing Solutions 1920 25th Street, Suite A Detroit, MI 48216	<b>Brightmoor Homes I</b> 14529 Pierson, Detroit, MI and 49 other parcels in 48223 Zip Code	Increase CDBG award from \$158,548 to \$450,000 to allow payoff of first position lender to facilitate the sale of up to 50 units nearing the end of the HOME affordability period on a rental development. Southwest Solutions will work with the developer to assist in qualifying eligible tenants purchase existing rental homes.	\$8,750,000	\$2,712,340 (HOME)	\$450,000 (CDBG)	Modify Loan to reduce principal balance to \$1,000,000 to be assumed in three notes: \$25,000, \$225,000, and \$750,000. Payoff first position lender, associated legal and other transaction costs with \$450,000 in CDBG funds reprogrammed for this purpose.
Detroit Central City Community Mental Health, Incorporated 10 Peterboro Detroit, MI 48201	<b>St. Rita Apartments</b> 35 Owen Street Detroit, MI 48202 26 Units Rehab (100% Affordable)	Increase HOME allocation by \$170,000 to assist in covering construction cost increase required to closeout and complete project.	\$7,421,343	\$1,324,421	\$170,000	Increase HOME allocation by \$170,000 to facilitate the closeout and completion of project construction costs required to place the project in service.

<p>Life Builders 20250 Harper Detroit, 48225</p>	<p><b>LifeBuilders Project</b> 2994-2968 Brush St Detroit, MI 48201 Rehabilitation of Six Single Family Homes (100% Affordable)</p>	<p>Increase development funding to include \$350,000 in CDBG to accommodate reduced NSP 1 and NSP 3 funding to rehab and sell homes in the Regent Park Neighborhood. City funding will be targeted for the "for sale units" in the project.</p>	<p>\$1,005,079</p>	<p>\$340,000 (NSP 1 &amp; 3)</p>	<p>\$350,000</p>	<p>\$350,000 in CDBG funding to supplement \$110,000 in NSP 1 and NSP 3 funding - Funding for this activity was recently reprogrammed for this purpose. Total funding is now \$460,000.</p>
<p>Kercheval Associates, LLC 600 Renaissance Center, Suite 1710 Detroit, Michigan, 48243</p>	<p><b>Kercheval Van Dyke Apartments</b> 8003-8057 Kercheval Detroit, MI 48215 New Construction 92 Units (20% Affordable)</p>	<p>HOME Challenge grant to support request to support public and private funds to build a mixed income and mixed-use development.</p>	<p>\$3,533,935</p>	<p>N/A</p>	<p>\$1,500,000</p>	<p>HOME challenge grant of \$1,500,000 to leverage public and private funding to build a mixed income development.</p>
		<p>Total Investments:</p>	<p>\$52,755,880.00</p>	<p>\$11,073,691.00</p>	<p>\$9,166,930.00</p>	





CITY OF DETROIT  
HOUSING AND REVITALIZATION DEPARTMENT

#13

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E

September 26, 2018

110

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

**Re: Resolution Establishing the Marwood Development Neighborhood Enterprise Zone in the area bounded by Woodward Avenue, Brush Street, Chandler Street, and Melbourne Street, Detroit, Michigan in accordance with Public Act 147 of 1992. (Petition #399)**

Honorable City Council:

Attached for your consideration please find a resolution and legal description which will establish the **Marwood Development** Neighborhood Enterprise Zone (NEZ) in accordance with Public Act 147 of 1992 ("the Act").

Your Honorable Body conducted a public hearing on this matter on **September 27, 2018** as required by the Act. No impediments to the establishment of the NEZ were presented at the public hearing.

The developer proposes to rehabilitate the 1<sup>st</sup> floor of both buildings for retail and commercial uses and the upper floors will be converted to 1-bedroom, open, loft style apartments for rent.

We request your Honorable Body's approval of the resolution.

Respectfully submitted,

Donald Rencher  
Director

DR/vf

cc: S. Washington, Mayor's Office  
M. Cox, PDD  
D. Rencher, HRD  
V. Farley, HRD



**BY COUNCIL MEMBER \_\_\_\_\_**

**WHEREAS**, Michigan's Public Act 147 of 1992, the Neighborhood Enterprise Zone Act ("the Act"), provides for the establishment of Neighborhood Enterprise Zones (NEZs), the exemption from *ad valorem* taxes, and the imposition of a specific property tax in lieu of *ad valorem* real property taxes within NEZs; and

**WHEREAS**, the City of Detroit meets all the distress criteria set forth within the Act; and

**WHEREAS**, the Detroit City Council finds that designation of certain areas as NEZs is consistent with the adopted Master Plan, as amended, and will further the economic and physical development goals and objectives of the City by encouraging new housing starts and housing rehabilitation, thereby aiding in the preservation of existing neighborhoods and preventing further decay in others; and

**WHEREAS**, the Detroit City Council has found the establishment of the **Marwood Development** NEZ to be consistent with the Detroit Master Plan of Policies and the neighborhood preservation and development goals of the City; and

**WHEREAS**, the Detroit City Council has adopted a statement of goals, objectives and policies relative to the maintenance, preservation, improvement, and development of housing for all persons regardless of income level living within proposed NEZs; and

**WHEREAS**, the Detroit City Council has enacted a housing inspection ordinance requiring that before the sale of a unit in a new or rehabilitated facility for which an NEZ Certificate is in effect, an inspection is to be made of the unit to determine compliance with Chapter 26 of the Code of the City of Detroit; and

**WHEREAS**, the Act requires that the designation of NEZs must be approved by a resolution adopted by the local governmental unit subsequent to a public hearing at which any taxpayer or resident, or representative of any taxing authority levying a property tax in the City of Detroit, was give the opportunity to address the requested establishment of an NEZ; and

**WHEREAS**, a public hearing on the issue of establishing the **Marwood Development** NEZ was conducted before the Detroit City Council on **September 27, 2018** with notice of the public hearing having been given to the general public and by certified mail to every taxing authority levying a property tax with the City of Detroit; and

**WHEREAS**, no impediments to the establishment of the **Marwood Development** NEZ where cited; and

**WHEREAS**, after the public hearing, City Council legally established a Neighborhood Enterprise Zone in the area located at **East of Woodward Ave., West of Brush St., North of Chandler St., and South of Melbourne St.** on **November 20, 2018**.

**NOW THEREFORE BE IT**

**RESOLVED**, that the land area described in the attached legal description, and shown on the attached map, is hereby established as the **Marwood Development** NEZ pursuant to Public Act 147 of 1992, the Neighborhood Enterprise Zone Act.



CITY OF DETROIT  
HOUSING AND REVITALIZATION DEPARTMENT

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November 14, 2018

111

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

**RE: Resolution Approving a Commercial Facilities Exemption Certificate, on Behalf of AK Owner, LLC, at 7430 Second Avenue (Main Floor and Concourse Level Only), Detroit, MI, in Accordance with Public Act 255 of 1978. (Petition #492)**

Honorable City Council:

On **November 15, 2018**, a public hearing in connection with approving a Commercial Facilities Exemption Certificate for the above captioned project was held before your Honorable Body. All interested persons and organizations were given an opportunity to be heard. No impediments to the approval of this certificate were presented during the hearing.

**AK Owner, LLC** has submitted satisfactory evidence that they possess the necessary financial resources required to develop this property in accordance with Public Act 255 of 1978 ("the Act") and the Development Agreement for the project.

Respectfully submitted,

Donald Rencher  
Director

DR/vf

cc: S. Washington, Mayor's Office  
M. Cox, PDD  
D. Rencher, HRD  
V. Farley, HRD

rec @ table 11/15/18



By Council Member \_\_\_\_\_

**WHEREAS, AK Owner, LLC** has filed an application for a Commercial Facilities Exemption Certificate, under Public Act 255 of 1978 (“the Act”), with the Detroit City Clerk in the manner and form prescribed by the Michigan State Tax Commission; and

**WHEREAS,** This City Council is a Qualified Local Governmental Unit as defined by the Act; and

**WHEREAS,** this City Council legally established a Commercial Redevelopment District in the vicinity of **7430 Second Avenue**, Detroit, Michigan on **November 6, 2018**, after a public hearing held on **November 1, 2018**; and

**WHEREAS,** the state equalized value of the property proposed to be exempt plus the aggregate state equalized value of property previously exempt and currently in force under the Act and Public Act 198 of 1974 (Industrial Facilities Exemptions) does not exceed 5% of the total state equalized value of the City of Detroit; and

**WHEREAS,** the application was approved at a public hearing as provided by section 6(2) of the Act on July 17, 2018, in the City Council Committee Room, 13<sup>th</sup> Floor, Coleman A. Young Municipal Center, Detroit, Michigan; and

**WHEREAS, AK Owner, LLC** is not delinquent in any taxes related to the facility; and

**WHEREAS,** the application is for commercial property as defined in section 3(3) of the Act; and

**WHEREAS,** the applicant, Detroit CBD Hotel, LLC, has provided answers to all required questions under section 6(1) of the Act to the City of Detroit; and

**WHEREAS,** the City of Detroit requires that the construction, restoration, or replacement of the facility shall be completed by **AK Owner, LLC**; and

**WHEREAS,** the commencement of the construction, restoration or replacement of the facility did not occur more than 45 days prior to the filing of the application for exemption; and

**WHEREAS,** the commencement of the construction, restoration or replacement of the facility did not occur prior to the establishment of the Commercial Redevelopment District; and

**WHEREAS,** the application relates to a construction, restoration or replacement program which when completed constitutes a new, replacement or restored facility within the meaning of the Act and that is situated within a Commercial Redevelopment District established under the Act; and



**WHEREAS**, completion of the facility is calculated to, and will at the time of issuance of the certificate, have the reasonable likelihood to, increase commercial activity, in which the facility is situated; and

**WHEREAS**, the restoration includes improvements aggregating 10% or more of the true cash value of the property at commencement of the restoration as provided by section 4(6) of the Act.

**NOW, THEREFORE, BE IT**

**RESOLVED**, That it is hereby found and determined that the granting of a Commercial Facilities Exemption Certificate, considered together with the taxable value of Commercial Facilities Exemption Certificates and Industrial Facilities Exemption Certificates previously granted and currently in force, will not have the effect of substantially impeding the operation of the local governmental unit or impairing the financial soundness of any other taxing unit which levies an ad valorem property tax with the City of Detroit; and be it further

**RESOLVED**, That it is hereby found and determined that the Applicant has complied with the requirements of the Act; and be it further

**RESOLVED**, That the application of **AK Owner, LLC** for a Commercial Facilities Exemption Certificate, in the City of Detroit Commercial Redevelopment District is hereby approved for a period of **Twelve (12) years from completion of the facility, with the certificate beginning December 31, 2018 and the certificate expiring December 31, 2030**, in accordance with the provisions of the Act; and be it finally

**RESOLVED**, That the rehabilitation of the facility shall be completed no later than **March 31, 2021**, unless an extension of that time period is granted by this City Council, which extension shall be granted if this City Council determines that the rehabilitation of the facility is proceeding in good faith and the proposed extension is reasonable; and be it finally

**RESOLVED**, That the City of Detroit's Planning and Development Department and City Assessor's Office are hereby authorized to enter into, substantially in the form attached hereto, a Commercial Facilities Exemption Certificate Agreement for the purpose of establishing the operating procedures for and implementing the aforesaid Certificate.



CITY OF DETROIT  
OFFICE OF THE CHIEF FINANCIAL OFFICER  
OFFICE OF DEVELOPMENT AND GRANTS

COLEMAN A. YOUNG MUNICIPAL CENTER  
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29  
117  
112

October 5, 2018

The Honorable Detroit City Council  
**ATTN: City Clerk Office**  
200 Coleman A. Young Municipal Center  
Detroit MI 48226

**RE: Request to Accept and Appropriate FY 2019 Auto Theft Prevention Authority (ATPA)—Oakland County Grant**

The Michigan State Police have awarded the City of Detroit Police Department with the FY 2019 Auto Theft Prevention Authority (ATPA)—Oakland County Grant for a total of \$61,450.00. The State share is \$61,450.00 of the approved amount, and there is a cash match requirement of \$40,967.00. The total project cost is \$102,417.00. The grant period is October 1, 2018—September 30, 2019. The grant was adopted in the FY 2019 budget in the amount of \$98,154.00. The grant was awarded at a higher value than was budgeted. We are asking for an increase in appropriation 20442, in the amount of \$4,263.00, in order to reflect the total project cost of \$102,417.00.

The objective of the grant is to implement innovative programs to address auto theft and fraud. The funding allotted to the department will be utilized to pay for salaries, fringe benefits, overtime, vehicles, and cell phones for police officers. This is a reimbursement grant.

If approval is granted to accept and appropriate this funding, the appropriation number is 20442, with the match amount coming from appropriation number 00380.

I respectfully ask your approval to accept and appropriate funding in accordance with the attached resolution.

Sincerely,

Ryan Friedrichs  
Director, Office of Development and Grants

CC:  
Katerli Bounds, Deputy Director, Grants  
Sajjiah Parker, Assistant Director, Grants

ENTERED NOV 19 2018 M.T.F. NB (RM) 3-0

CITY CLERK 2018 NOV 16 AM 9:50

**RESOLUTION**

**Council Member** \_\_\_\_\_

**WHEREAS**, the Detroit Police Department is requesting authorization to accept a grant of reimbursement from Michigan State Police, in the amount of \$61,450.00, to implement innovative programs to address auto theft and fraud; and

**WHEREAS**, the Grant was adopted in the FY 2019 budget under appropriation 20442, in the amount of \$98,154.00; and whereas the total project cost for the grant is \$102,417.00, which includes a required cash match of \$40,967.00; and whereas the grant was awarded at a higher value than was budgeted; and now we are requesting that appropriation 20442 be increased by \$4,263.00, in order to reflect the total project cost amount of \$102,417.00; now

**THEREFORE, BE IT RESOLVED** that the Director for the Office of Development and Grants is hereby authorized to sign the grant agreement on behalf of the City of Detroit, and that the Director or Head of the Department is authorized to execute the grant agreement on behalf of the City of Detroit, and

**BE IT FURTHER RESOLVED**, that the Budget Director is authorized to increase the budget accordingly for Appropriation number 20442, in the amount of \$4,263.00, in order to equal the total project cost of the grant, which is \$102,417.00, which includes a cash match coming from Appropriation 00380, for the FY 2019 Auto Theft Prevention Authority (ATPA)—Oakland County Grant.

**FY 2019 Auto Theft Grant Budget - Oakland County**

<b>Oakland County (does not include Pontiac)</b>	<b>Approved ATPA Budget</b>	<b>60% ATPA Share</b>	<b>40% Local Share</b>
Salaries	474,732	284,839	189,893
Fringe Benefits	288,117	172,870	115,247
Overtime	90,382	54,229	36,153
Vehicles	60,000	36,000	24,000
Inv. Supplies	3,600	2,160	1,440
Cell Phones	5,250	3,150	2,100
MAATI and IAATI dues	780	468	312
Conference Training	12,000	7,200	4,800
BInoculars + Pelican 1120 Case	6,132	3,679	2,453
Vehicle Infotainment + Telematics Forensic System	11,550	6,930	4,620
Supplies	2,400	1,440	960
<b>Oakland County Total</b>	<b>954,943</b>	<b>572,966</b>	<b>381,977</b>
<b>Pontiac</b>			
Salaries	73,268	43,961	29,307
Fringe Benefits	48,966	29,380	19,586
Overtime	14,654	8,792	5,862
Vehicles	10,000	6,000	4,000
<b>Pontiac Total</b>	<b>146,888</b>	<b>88,133</b>	<b>58,755</b>
<b>Hazel Park</b>			
Salaries	64,669	38,801	25,868
Fringe Benefits	25,879	15,527	10,352
Overtime	19,401	11,641	7,760
Vehicles	10,000	6,000	4,000
Cell Phones	660	396	264
<b>Hazel Park Total</b>	<b>120,609</b>	<b>72,365</b>	<b>48,244</b>
<b>Royal Oak</b>			
Salaries	67,578	40,547	27,031
Fringe Benefits	61,052	36,631	24,421
Overtime	13,515	8,109	5,406
Vehicles	10,000	6,000	4,000
Cell Phones	750	450	300
<b>Royal Oak Total</b>	<b>152,895</b>	<b>91,737</b>	<b>61,158</b>
<b>Farmington Hills</b>			
Salaries	74,704	44,822	29,882
Fringe Benefits	50,860	30,516	20,344
Overtime	14,940	8,964	5,976
Vehicles	10,000	6,000	4,000
Cell Phones	750	450	300
<b>Farmington Hills Total</b>	<b>151,254</b>	<b>90,752</b>	<b>60,502</b>
<b>Southfield</b>			
Salaries	69,370	41,622	27,748
Fringe Benefits	77,494	46,496	30,998
Overtime	13,874	8,324	5,550
Vehicles	10,000	6,000	4,000
Cell Phones	750	450	300
<b>Southfield Total</b>	<b>171,488</b>	<b>102,893</b>	<b>68,595</b>
<b>Detroit</b>			
Salaries	57,678	34,607	23,071
Fringe Benefits	18,711	11,227	7,484
Overtime	15,278	9,167	6,111
Vehicles	10,000	6,000	4,000
Cell Phones	750	450	300
<b>Detroit Total</b>	<b>102,417</b>	<b>61,450</b>	<b>40,967</b>
<b>Award Total</b>	<b>\$1,800,494</b>	<b>\$1,080,296</b>	<b>\$720,198</b>



**AUTOMOBILE THEFT PREVENTION AUTHORITY GRANT  
SUBRECIPIENT AGREEMENT BETWEEN  
OAKLAND COUNTY  
AND  
CITY OF DETROIT**

---

This Agreement is made between Oakland County, a Constitutional Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 ("County") and City of Detroit, 20 Atwater, Detroit, Michigan 48226, a Michigan Municipal Corporation ("Public Body").

**PURPOSE OF AGREEMENT.** The Parties enter into this Agreement for the purpose of delineating their relationship and responsibilities regarding the County's use of Grant funds for expenses that it incurs related to the Oakland County Auto Theft Program (ATPA), a multijurisdictional auto theft prevention and recovery task force under the direction and supervision of the Oakland County Sheriff's Office ("O.C.S.O.").

Under the Parties' separate ATPA agreement, the Public Body is responsible for providing a full-time employee for participation in ATPA and for all costs associated with that employment.

The County has entered into a Grant agreement (Exhibit A) with the State of Michigan ("State") wherein the County is eligible to receive reimbursement for qualifying ATPA-related costs.

The County intends to use a portion of the Grant funds to reimburse the Public Body, as described below, subject to the terms and conditions of this Agreement.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. **DEFINITIONS.** The following terms, whether used in the singular or plural, within or without quotation marks, or possessive or nonpossessive, shall be defined, read, and interpreted as follows:
  - 1.1. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, Exhibit and attachment.
  - 1.2. **Claim** means any alleged loss, claim, complaint, demand for relief or damages, cause of action, proceeding, judgment, deficiency, liability, penalty, fine, litigation, costs, and/or expenses, including, but not limited to, reimbursement for attorney fees, witness fees, court costs, investigation expenses, litigation expenses, and amounts paid in settlement, which are imposed on, incurred by, or asserted against the County or Public Body, or the County's or Public Body's agents or employees, whether such claim is brought in law or equity, tort, contract, or otherwise.
  - 1.3. **County** means Oakland County, a Municipal and Constitutional Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.
  - 1.4. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
  - 1.5. **Grant** means the Automobile Theft Prevention Authority Grant from October 1, 2018 through September 30, 2019 (Exhibit A).



CITY OF DETROIT  
OFFICE OF THE CHIEF FINANCIAL OFFICER  
OFFICE OF DEVELOPMENT AND GRANTS

COLEMAN A. YOUNG MUNICIPAL CENTER  
2 WOODWARD AVENUE, SUITE 1026  
DETROIT, MICHIGAN 48226  
PHONE: 313 • 628-2158  
FAX: 313 • 224 • 0542  
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October 10, 2018

The Honorable Detroit City Council  
**ATTN: City Clerk Office**  
200 Coleman A. Young Municipal Center  
Detroit MI 48226

**RE: Request to Accept and Appropriate the FY 2019 Auto Theft Prevention Authority (ATPA) 04-18 Grant**

The Michigan State Police have awarded the City of Detroit Fire Department with the FY 2019 Auto Theft Prevention Authority (ATPA) 04-18 Grant for a total of \$152,245.20. The State share is 60 percent or \$152,245.20 of the approved amount, and there is a required cash match of 40 percent or \$101,496.80. The total project cost is \$253,742.00. The grant period is October 1, 2018—September 30, 2019.

The objective of the grant is to implement innovative programs to address auto theft and fraud. The funding allotted to the department will be utilized to help the Department stop car-jacking, embezzlement, and other auto-related crimes. This is a reimbursement grant.

If approval is granted to accept and appropriate this funding, the appropriation number is 20565, with the match amount coming from appropriation number 00065.

I respectfully ask your approval to accept and appropriate funding in accordance with the attached resolution.

Sincerely,

Ryan Friedrichs  
Director, Office of Development and Grants

CC:  
Katerli Bounds, Deputy Director, Grants  
Sajjiah Parker, Assistant Director, Grants

0102 61' AON 0343133 M.T.F. NB (RM) 3-0

CITY CLERK 2018 NOV 8 PM 3:40

**RESOLUTION**

**Council Member** \_\_\_\_\_

**WHEREAS**, the Detroit Fire Department is requesting authorization to accept a grant of reimbursement from the Michigan State Police, in the amount of \$152,245.20, to implement innovative programs to address auto theft and fraud; now

**THEREFORE, BE IT RESOLVED** that the Director or Head of the Department is authorized to execute the grant agreement on behalf of the City of Detroit; and

**BE IT FURTHER RESOLVED**, that the Budget Director is authorized to establish Appropriation number 20565 in the amount of \$253,742.00, which includes a cash match of \$101,496.80, coming from Appropriation 00065, for the FY 2019 Auto Theft Prevention Authority (ATPA) 04-18 Grant.



STATE OF MICHIGAN

DEPARTMENT OF STATE POLICE  
AUTOMOBILE THEFT PREVENTION AUTHORITY  
LANSING

RICK SNYDER  
GOVERNOR

COL. KRISTE KIBBEY ETUE  
DIRECTOR

September 17, 2018

Chief Patrick McNulty  
Detroit Fire Department  
1301 Third St  
Detroit, Michigan 48226

RE: 04-19 Combating Vehicle Arson Fraud

Dear Chief McNulty:

I am pleased to inform you that your application to the Michigan State Police, Grants and Community Services Division, Auto Theft Prevention Authority (ATPA), has been selected to receive grant funding. With a focus on innovative programs that address auto theft and fraud, your efforts are valued and appreciated. The award for your team/project, pending the finalization of the Grant Agreement (contract), is \$253,742. The ATPA portion of your award is \$152,245.20, and the match requirement is \$101,496.80. **Please note that the ATPA Board of Directors has issued a one-time 60/40 funding match for FY2019.** Further details regarding allowable expenditures is contained in the enclosed grant contract.

It is crucial that you read through the entire contract to be sure you and your financial officer are aware of and able to abide by the grant requirements. Contract requirements will be enforced. Non-compliance of contract requirements may result in grant suspension and financial penalties. The deadline for returning your signed contract is September 30, 2018.

If you have any questions or concerns regarding your award, please contact Insp. Michael Johnson, ATPA Executive Director (acting), at JohnsonM45@michigan.gov or 517-243-3232. We look forward to working with you.

Sincerely,

Insp. Michael Johnson, Executive Director (Acting)  
Automobile Theft Prevention Authority

Enclosures

Col. Kriste Kibbey Etue - Chair  
Chief Curtis Cold, Undersheriff Michael McCabe - Representing Law Enforcement  
Ms. Lori Davis, Mr. Mark Wagonschutz - Representing Automobile Insurers  
Mr. Michael Thompson, Mr. Gene Adamczyk - Representing Purchasers of Automobile Insurance

MICHIGAN STATE POLICE HEADQUARTERS • 7150 HARRIS DRIVE • DIMONDALF, MICHIGAN 48921  
MAILING ADDRESS • P. O. BOX 30834 • LANSING, MICHIGAN 48909  
www.michigan.gov/msp • (517) 284-3103



CITY OF DETROIT  
OFFICE OF THE CHIEF FINANCIAL OFFICER  
OFFICE OF DEVELOPMENT AND GRANTS

COLEMAN A. YOUNG MUNICIPAL CENTER  
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PHONE: 313 • 628-2158  
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October 22, 2018

The Honorable Detroit City Council  
**ATTN: City Clerk Office**  
200 Coleman A. Young Municipal Center  
Detroit MI 48226

**RE: Request to accept an increase in appropriation for the FY 2019 Comprehensive Agreement- Childhood Lead Poisoning Prevention Program**

The Michigan Department of Health and Human Services has awarded an increase in appropriation to the City of Detroit Health Department for the FY 2019 Comprehensive Agreement- Childhood Lead Poisoning Prevention Program, in the amount of \$100,000.00. This funding will increase appropriation 20457, previously approved in the amount of \$173,750.00, by council on October 16, 2018, to a total of \$273,750.00.

The FY 2019 Comprehensive Agreement- Childhood Lead Poisoning Prevention Program is a reimbursement grant. The objective of the grant is to provide outreach and education to professionals interacting with families of children at risk of lead exposure. The funding allotted to the department will be utilized to provide services under this program.

I respectfully ask your approval to accept the increase in appropriation funding in accordance with the attached resolution.

Sincerely,

Ryan Friedrichs  
Director, Office of Development and Grants

CC:  
Katerli Bounds, Deputy Director, Grants  
Sajjiah Parker, Assistant Director, Grants

NOV 19 2018 ENTERED M.T.F. NB (RM) 3-0

CITY CLERK 2018 NOV 5 04:29:30

**RESOLUTION**

**Council Member** \_\_\_\_\_

**WHEREAS**, the Detroit Health Department is requesting authorization to accept an increase in appropriation for the FY 2019 Comprehensive Agreement- Childhood Lead Poisoning Prevention Program from the Michigan Department of Health and Human Services, in the amount of \$100,000.00. The objective of the grant is to provide outreach and education to professionals interacting with families of children at risk of lead exposure. This funding will increase appropriation 20457, previously approved in the amount of \$173,750.00, by council on October 16, 2018, to a total of \$273,750.00; and

**WHEREAS**, there is no match requirement for this program, now

**THEREFORE, BE IT RESOLVED** that the Director or Head of the Department is authorized to execute the modified grant agreement on behalf of the City of Detroit, and

**BE IT FURTHER RESOLVED**, that the Budget Director is authorized to increase the budget accordingly for appropriation number 20457, in the amount of \$100,000.00, for the FY 2019 Comprehensive Agreement- Childhood Lead Poisoning Prevention Program.

>>> "Reece, Carissa (DHHS)" <ReeceC@michigan.gov> 10/18/2018 10:47 AM >>>

The following lists the FY 2019 amendments for your organization for funding administered by the Michigan Department of Health and Human Services (MDHHS) through the Comprehensive Agreement. All projects must be budgeted and expended consistent with the requirements contained in your Comprehensive Agreement.

**Amendment List**

**i-a. Allocation Changes – Existing Projects**

Project Title	Current Amount	Amended Amount	New Project
Childhood Lead Poisoning Prevention	173,750.00	100,000.00	273,750.00
Children's Special Hlth Care Services (CSHCS) Outreach & Advocacy	565,000.00	18,645.00	583,645.00
Public Health Emergency Preparedness (PHEP) 10/1/17 - 6/30/18	157,631.00	3,154.00	160,785.00
Public Health Emergency Preparedness (PHEP) CRI 10/1/17 - 6/30/18	174,567.00	2,349.00	176,916.00
ELPHS Food	546,483.00	60,591.00	607,074.00
ELPHS MDHHS Other	2,121,332.00	393,025.00	2,514,357.00
<b>TOTAL :</b>	<b>3,738,763.00</b>	<b>577,764.00</b>	<b>4,316,527.00</b>

**i-b. New Allocation – New Projects**

N/A

**ii. Budget Category changes**

Project Title
Food ELPHS
General Communicable Disease ELPHS
Hearing ELPHS
Immunization ELPHS
Sexually Transmitted Disease (STD-ELPHS)

**Next Steps**

The next steps in the MI E-Grants system for amending your applications and budgets and submitting your Comprehensive Agreement Amendment for MDHHS approval are as follows:

1. The project manager will assign the agency users to any new Local Health Department - 2019 projects.
2. For your convenience you can access the "Comprehensive Agreement Training for Grantee" material on the home page by clicking "About EGrAMS" and downloading the PDF. Access the system using the URL: <http://egrams-mi.com/dch/>.
3. Login into MI E-Grants system.
4. Enter the application using the drop down menu's "Grantee>Grant Application>Enter Grant Application" and click on "Go".
5. Select the CO-2019/Local Health Department - 2019 program and click the "Go" button.
6. Select the hyperlink titled "Local Health Department - 2019".
7. Select hyperlink to various projects and amend the application sections. See page 59 for detailed instructions.
8. When the amended application has been entered, validated, and is error free it is ready for submission by the authorized official.

**Additional Documents**

To view your original and amended agreement use the drop-down menu's "Grantee> Project Director> Application Status" and click the 'Go' button. Select the Grant Program and click on the 'Find' button. Select the agreement from the dropdown menu located at the bottom of the screen. "Draft" is the pending amendment. Click on the 'View Contract' to access the selected agreement.

Please feel free to contact me with any questions or concerns.

Thank you,  
Carissa

Carissa Reece  
Departmental Analyst, Grants Section  
Department of Health & Human Services  
517.373.1207 | [ReeceC@michigan.gov](mailto:ReeceC@michigan.gov)

**CONFIDENTIALITY NOTICE:**

The information contained in this message may be privileged and confidential, and is intended only for use of the individual or entity to which it is addressed. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited, and may be subject to civil and/or criminal penalties. If you received this communication in error, please notify us immediately, delete it from your computer and destroy any copies of the original message. Thank you.





CITY OF DETROIT  
OFFICE OF THE CHIEF FINANCIAL OFFICER  
OFFICE OF DEVELOPMENT AND GRANTS

COLEMAN A. YOUNG MUNICIPAL CENTER  
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October 12, 2018

The Honorable Detroit City Council  
**ATTN: City Clerk Office**  
200 Coleman A. Young Municipal Center  
Detroit MI 48226

**RE: Request to Accept and Appropriate the FY 2019 Medicaid Children's Health Insurance Program (CHIP) Community Development Lead Hazard Control Grant**

The Michigan Department of Health and Human Services has awarded the City of Detroit Housing and Revitalization Department, with the FY 2019 Medicaid Children's Health Insurance Program (CHIP) Community Development Lead Hazard Control Grant for a total of \$1,274,300.00. The State share is \$1,274,300.00 of the approved amount and there is a required cash match of \$157,800.00. The total project cost is \$1,432,100.00. The grant period is October 1, 2018 through September 30, 2019.

The objective of the grant is to address child lead poisoning in the City of Detroit. The funding allotted to the Detroit Housing and Revitalization Department will be used to work with the Detroit Health Department to treat at risk populations found to have elevated lead blood levels. Funding will also be utilized to inspect, renovate and plan lead abatement in identified homes. This is a reimbursement grant.

If approval is granted to accept and appropriate this funding, the appropriation number is 20561, with a match in the amount \$28,000.00, coming from appropriation number 20237, and an additional match amount of \$129,800.00, coming from appropriation number 20238, for a total match amount of \$157,800.00.

I respectfully ask your approval to accept and appropriate funding in accordance with the attached resolution.

Sincerely,

Ryan Friedrichs  
Director, Office of Development and Grants

CC:  
Katerli Bounds, Deputy Director, Grants  
Sajjiah Parker, Assistant Director, Grants

ENTERED NOV 19 2018 M.T.F. NB

(RM) 3 - 0

CITY CLERK 2018 NOV 15 4:09:50

**RESOLUTION**

**Council Member** \_\_\_\_\_

**WHEREAS**, the Detroit Housing and Revitalization Department is requesting authorization to accept a grant of reimbursement from Michigan Department of Health and Human Services in the amount of \$1,274,300.00 to address child lead poisoning in the City of Detroit; now

**THEREFORE, BE IT RESOLVED** that the Director or Head of the Department is authorized to sign and execute the grant agreement on behalf of the City of Detroit; and

**BE IT FURTHER RESOLVED**, that the Budget Director is authorized to establish Appropriation number 20561 in the amount of \$1,432,100.00, which includes a cash match in the amount of \$28,000.00, coming from appropriation number 20237, and a cash match of \$129,800.00 coming from appropriation number 20238, in order to provide the total required match amount of \$157,800.00, for the FY 2019 Medicaid CHIP Community Development Lead Hazard Control Grant.

**Grant Agreement Between**  
**Michigan Department of Health and Human Services**  
**hereinafter referred to as the "Department"**  
**and**  
**City of Detroit**  
**2 Woodward Avenue Ste 908**  
**Detroit MI 48226 2503**  
**Federal I.D.#: 38-6004606, DUNS#: 137199266**  
**hereinafter referred to as the "Grantee"**  
**for**  
**Medicaid CHIP Community Development Lead Hazard Control Program - 2019**  
**Part I**

**1. Period of Agreement:**

This agreement will commence on the date of the Grantee's signature or October 1, 2018, whichever is later, and continue through September 30, 2019. No service will be provided and no costs to the state will be incurred prior to October 1, 2018 or the effective date of the Agreement, whichever is later. Through the Agreement, the date of the Grantee's signature or October 1, 2018, whichever is later, shall be referred to as the begin date. This agreement is in full force and effect for the period specified.

**2. Program Budget and Agreement Amount:**

**A. Agreement Amount**

The total amount of this agreement is \$1,432,100.00. The Department under the terms of this agreement will provide funding not to exceed \$1,274,300.00. The source of funding provided by the Department and approved indirect rate shall be followed as described in Attachment 1 of this agreement, which is part of this agreement through reference.

The grant agreement is designated as a:

- Subrecipient relationship (federal funding); or
- Recipient (non-federal funding).

The grant agreement is designated as:

- Research and development project; or
- Not a research and development project.

Attachment 1

MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES SCHEDULE OF FINANCIAL ASSISTANCE

City of Detroit

Source of Funds	Federal Agency Name	Catalog of Federal Domestic Assistance (CFDA)		Federal Award			Award Date	Grant Phase	Amount
		Number	Title	Award Number	Title	Federal Award Identification No.			
Federal (03000)	Department of Health and Human Services	93.767	Children's Health Insurance Program	TBD (19)	TXXI SCHIP	TBD		FFY19	1,274,300.00
			Total Allocation						1,274,300.00

The federal funding provided by the Department is \$1,274,300.00.

Attachment 1b - APPROVED INDIRECT RATE

APPROVED INDIRECT RATE (S)

Rate Description	Indirect Rate %	Rate Base \$	Total Approved Indirect Costs
Total Approved Indirect Costs			

B1 Attachment B1 - Program Budget Summary

<b>PROGRAM</b> Medicaid CHIP Community Development Lead Hazard Control Program - 2019			<b>DATE PREPARED</b> 9/24/2018	
<b>CONTRACTOR NAME</b> City of Detroit			<b>BUDGET PERIOD</b> From : 10/1/2018 To : 9/30/2019	
<b>MAILING ADDRESS (Number and Street)</b> 4707 St. Antoine Suite M-167 Box 407			<b>BUDGET AGREEMENT</b> <input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment	
			<b>AMENDMENT #</b> 0	
<b>CITY</b> Detroit	<b>STATE</b> MI	<b>ZIP CODE</b> 48201-1427	<b>FEDERAL ID NUMBER</b> 38-8004606	

	Category	Amount	Total
<b>DIRECT EXPENSES</b>			
<b>Program Expenses</b>			
1	Salary & Wages	99,280.00	99,280.00
2	Fringe Benefits	40,812.00	40,812.00
3	Travel	5,565.00	5,565.00
4	Supplies & Materials	0.00	0.00
5	Contractual	1,128,643.00	1,128,643.00
6	Equipment	0.00	0.00
7	Other Expense	157,800.00	157,800.00
<b>Total Program Expenses</b>		<b>1,432,100.00</b>	<b>1,432,100.00</b>
<b>TOTAL DIRECT EXPENSES</b>		<b>1,432,100.00</b>	<b>1,432,100.00</b>
<b>INDIRECT EXPENSES</b>			
<b>Indirect Costs</b>			
1	Indirect Costs	0.00	0.00
<b>Total Indirect Costs</b>		<b>0.00</b>	<b>0.00</b>
<b>TOTAL INDIRECT EXPENSES</b>		<b>0.00</b>	<b>0.00</b>
<b>TOTAL EXPENDITURES</b>		<b>1,432,100.00</b>	<b>1,432,100.00</b>

**SOURCE OF FUNDS**

	Category	Amount	Cash	InkInd	Total
1	<b>Source of Funds</b>				
	Fees and Collections	0.00	0.00	0.00	0.00
	State Agreement	1,274,300.00	0.00	0.00	1,274,300.00
	Local	0.00	157,800.00	0.00	157,800.00
	Federal	0.00	0.00	0.00	0.00
	Other	0.00	0.00	0.00	0.00
	<b>Total Source of Funds</b>	<b>1,274,300.00</b>	<b>157,800.00</b>	<b>0.00</b>	<b>1,432,100.00</b>
	<b>Totals</b>	<b>1,274,300.00</b>	<b>157,800.00</b>	<b>0.00</b>	<b>1,432,100.00</b>

B2 Attachment B2 - Program Budget - Cost Detail Schedule

Line Item	Qty	Rate	Units	UOM	Total
<b>DIRECT EXPENSES</b>					
<b>Program Expenses</b>					
<b>1 Salary &amp; Wages</b>					
Analyst Notes : Total Salary \$72,000 (61.5% CHIP/38.5% City Match)	1.0000	44280.000	0.000	FTE	44,280.00
Outreach Worker	1.0000	55000.000	0.000	FTE	55,000.00
<b>Total for Salary &amp; Wages</b>					99,280.00
<b>2 Fringe Benefits</b>					
All Composite Rate Notes : Fringes are for the Outreach Worker (42%). Fringes will be provided for the Analyst as an in-kind expense.	0.0000	42.000	55000.000		23,100.00
All Composite Rate Notes : Total Fringe \$28,800 61.5% CHIP 38.5% City Match	0.0000	40.000	44280.000		17,712.00
<b>Total for Fringe Benefits</b>					40,812.00
<b>3 Travel</b>					
Lodging Notes : Lodging for HHS travel: GSA rate \$103/day for 4 days for 2 people (Analyst and Lead Program Manager)	0.0000	0.000	0.000		824.00
Mileage-.54/mile for personal vehicle use Notes : 7796 miles at .54/mile. Outreach worker , HHS training for HRD Staff and Rehab Specialists	0.0000	0.000	0.000		4,210.00
Per Diem-GSA Rate for Lansing Training Notes : HHS Training for 2 HRD Staff 4 days at GSA rate of \$59 per day and 1 HRD staff for Water Protocol Training	0.0000	0.000	0.000		531.00
<b>Total for Travel</b>					5,565.00
<b>4 Supplies &amp; Materials</b>					
<b>5 Contractual</b>					
Stipends-Relocation 30 Households \$100 Day 10 Day Notes : Relocation stipends--26	0.0000	0.000	0.000		30,000.00

Line Item	Qty	Rate	Units	UOM	Total
households, \$100 per day for a maximum of 10 days. Contact Details : HRD 2 Woodward Ave, Detroit,MI,48206, Phone : 3132244159					
Subcontracting Agency-GS Group LIRA's and Clearances 45 Notes : LEAD Insection Risk Assessment (LIRA). \$1,065 per unit includes testing and clearances Contact Details : GS Group LLC 17800 Woodward, Detroit,MI,48203, Phone : 3132790449	0.0000	0.000	0.000		47,925.00
Subcontracting Agency-GS Group Water Sampling and Clearances Notes : Water sampling testing and clearances for 45 units at \$1100/ea. Contact Details : GS Group LLC 17800 Woodward, Detroit,MI,48203, Phone : 3132790448	0.0000	0.000	0.000		49,500.00
Hard Costs associated w/ Lead Abatelements Notes : Lead certified contractors, lead abatement work on 30 units at \$33,373.94 per unit. Contact Details : HRD 2 Woodward Ave, Detroit,MI,48226,4822 Phone : 3132244159	0.0000	0.000	0.000		1,001,218.00
<b>Total for Contractual</b>					<b>1,128,643.00</b>
<b>6 Equipment</b>					
<b>7 Other Expense</b>					
Local Funding Amend. 1	0.0000	0.000	0.000		157,800.00
<b>Total Program Expenses</b>					<b>1,432,100.00</b>
<b>TOTAL DIRECT EXPENSES</b>					<b>1,432,100.00</b>
<b>INDIRECT EXPENSES</b>					
<b>Indirect Costs</b>					
<b>1</b>	<b>Indirect Costs</b>				

	Line Item	Qty	Rate	Units	UOM	Total
	<b>Total Indirect Costs</b>					0.00
	<b>TOTAL INDIRECT EXPENSES</b>					0.00
	<b>TOTAL EXPENDITURES</b>					1,432,100.00





CITY OF DETROIT  
OFFICE OF THE CHIEF FINANCIAL OFFICER  
OFFICE OF DEVELOPMENT AND GRANTS

COLEMAN A. YOUNG MUNICIPAL CENTER  
2 WOODWARD AVENUE, SUITE 1026  
DETROIT, MICHIGAN 48226  
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FAX: 313 • 224 • 0542  
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October 25, 2018

The Honorable Detroit City Council  
**ATTN: City Clerk Office**  
200 Coleman A. Young Municipal Center  
Detroit MI 48226

**RE: Authorization to submit a grant application to the Michigan Department of Environmental Quality (MDEQ) for the FY 2019 Scrap Tire Law Enforcement Grant**

The Detroit Police Department is hereby requesting authorization from Detroit City Council to submit a grant application to the Michigan Department of Environmental Quality (MDEQ), for the FY 2019 Scrap Tire Law Enforcement Grant, in the amount \$250,000.00. There is no match requirement. The total project cost is \$250,000.00.

The FY 2019 Scrap Tire Law Enforcement Grant will enable the department to:

- Pay for the salaries of two full-time officers to monitor illegal tire dumping
- Install cameras at critical locations to monitor illegal tire dumping
- Conduct on-going community outreach, education, and enforcement about tire dumping and reporting

We respectfully request your approval to submit the grant application by adopting the attached resolution.

Sincerely,

Ryan Friedrichs  
Director, Office of Development and Grants

CC:

Katerli Bounds, Deputy Director, Grants  
Sajjiah Parker, Assistant Director, Grants

ENTERED NOV 19 2018 M.T.F. NB (RM) 3-0

CITY CLERK 2018 NOV 6 AM 9:30

**RESOLUTION**

**Council Member** \_\_\_\_\_

**WHEREAS**, the Detroit Police Department has requested authorization from City Council to submit a grant application to the Michigan Department of Environmental Quality (MDEQ), for the FY 2019 Scrap Tire Law Enforcement Grant, in the amount \$250,000.00, to address and stop illegal tire dumping activity; and

**RESOLVED**, the Detroit Police Department is hereby authorized to submit a grant application to the Michigan Department of Environmental Quality (MDEQ), for the FY 2019 Scrap Tire Law Enforcement Grant.



CITY OF DETROIT  
OFFICE OF THE CHIEF FINANCIAL OFFICER  
OFFICE OF DEVELOPMENT AND GRANTS

COLEMAN A. YOUNG MUNICIPAL CENTER  
2 WOODWARD AVENUE, SUITE 1026  
DETROIT, MICHIGAN 48226  
PHONE: 313 • 628-2158  
FAX: 313 • 224 • 0542  
WWW.DETROITMI.GOV

**Grant Application Request Form (GARF)**

In order to secure the Office of Development and Grants (ODG) approval required under Section 18-4-2 of the Detroit City Charter, this form is to be filled out by City Departments as soon as possible upon learning of an opportunity that the Department would like to pursue. This form must be signed and submitted not later than 20 business days prior to the application deadline.

Please submit this form to the following ODG staff: Sajjlah Parker, Assistant Director, at [ParkerSa@detroitmi.gov](mailto:ParkerSa@detroitmi.gov), and Dalia O'Brien, Program Analyst, at [ObrienD@detroitmi.gov](mailto:ObrienD@detroitmi.gov).

City Department	Detroit Police Department
Date	10/5/2018
Department Contact Name	Sharreene Farris
Department Contact Phone	313-596-1922
Department Contact Email	<a href="mailto:farris593@detroitmi.gov">farris593@detroitmi.gov</a>
Grant Opportunity Title	Scrap Law Enforcement Grant
Grant Opportunity Funding Agency	MDEQ
Web Link to Opportunity Information	<a href="https://www.michigan.gov/som/0,4669,7-192-47796-477087--,00.html">https://www.michigan.gov/som/0,4669,7-192-47796-477087--,00.html</a>
Award Amount (that Department will apply for)	\$250,000
Application Due Date	10/19/2018
Anticipated Proposed Budget Amount	\$250,000
Match Requirement Amount	N/A
Source of Match (include Appropriation Number, Cost Center, and Object Code)	N/A
List of programs/services/activities to be funded and the Budget for each Sample: - ABC Afterschool program: \$150,000 - XYZ Youth leadership program: \$100,000 - Salary/Benefits: \$95,000 - Supplies: \$5,000	Two full-time officers to monitor tire dumping Cameras installed at critical dumping locations Officer training by MDEQ Ongoing monitoring outreach, education and enforcement
Brief Statement of Priorities/Purpose for the Application Sample: To support expansion of promising youth development programs in MNO neighborhood.	1. Increase DPD's capacity for tire shop inspections and investigations against illegal haulers, 2. Educate DPD officers on MDEQ's process for inspections, 3. Educate the public / tire shop owners through outreach and public relations
Key Performance Indicators to be Used to Measure the Programs/Services/Activities Sample: # of kids newly enrolled in ABC and XYZ % of kids from ABC who demonstrate improved educational performance	Number of dumpers identified and apprehended Number of tire dealers and community leaders trained Decrease in the annual tonnage of tires dumped

Sharreene Farris  
Director's Name (Please Print)

[Signature]  
Director's Signature

10-10-18  
Date



CITY OF DETROIT  
OFFICE OF THE CHIEF FINANCIAL OFFICER  
OFFICE OF DEVELOPMENT AND GRANTS

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October 12, 2018

The Honorable Detroit City Council  
**ATTN: City Clerk Office**  
200 Coleman A. Young Municipal Center  
Detroit MI 48226

**RE: Request to accept an increase in appropriation for the FY 2016 Violent Gang and Gun Crime Reduction Program—Project Safe Neighborhoods Grant**

Black Family Development Inc. has awarded an increase in appropriation to the City of Detroit Police Department for the FY 2016 Violent Gang and Gun Crime Reduction Program—Project Safe Neighborhoods Grant, in the amount of \$22,000.00. There is no match requirement. This funding will increase appropriation 20309, previously approved in the amount of \$154,567.41, by council on November 22, 2016, to a total of \$176,567.41.

The FY 2016 Violent Gang and Gun Crime Reduction Program—Project Safe Neighborhoods Grant is a reimbursement grant. The objective of the grant is to expand and maintain programming for the Project Safe Neighborhoods Program and to prevent and respond to gang and gun crime. The funding allotted to the department will be utilized to pay for overtime for police officers, travel, and supplies for the Project Safe Neighborhoods Program.

I respectfully ask your approval to accept the increase in appropriation funding in accordance with the attached resolution.

Sincerely,

Ryan Friedrichs  
Director, Office of Development and Grants

CC:  
Katerli Bounds, Deputy Director, Grants  
Sajjiah Parker, Assistant Director, Grants

ENTERED NOV 19 2018 M.T.F. NB (RM) 3-0

CITY CLERK 2018 NOV 5 9:49:30

**RESOLUTION**

**Council Member** \_\_\_\_\_

**WHEREAS**, the Detroit Police Department is requesting authorization to accept an increase in appropriation for the FY 2016 Violent Gang and Gun Crime Reduction Program—Project Safe Neighborhoods Grant, from Black Family Development Inc., in the amount of \$22,000.00, in order to expand and maintain programming for the Project Safe Neighborhoods Program and to prevent and respond to gang and gun crime; this funding will increase appropriation 20309, previously approved in the amount of \$154,567.41, by council on November 22, 2016, to a total of \$176,567.41; now

**THEREFORE, BE IT RESOLVED** that the Director or Head of the Department is authorized to execute the modified grant agreement on behalf of the City of Detroit, and

**BE IT FURTHER RESOLVED**, that the Budget Director is authorized to increase the budget accordingly for appropriation number 20309, in the amount of \$22,000.00, for the FY 2016 Violent Gang and Gun Crime Reduction Program—Project Safe Neighborhoods Grant.

**EASTERN MICHIGAN VIOLENT GANG AND GUN CRIME PREVENTION PROGRAM**

**PSN CONTRACT NUMBER - 2016-GP-BX-0002**

**MODIFICATION NO. 1.**

**BETWEEN BLACK FAMILY DEVELOPMENT, INC. FISCAL AGENT AND  
DETROIT POLICE DEPARTMENT**

This modification is entered into between BLACK FAMILY DEVELOPMENT, INC., (PSN FISCAL AGENT) AND THE DETROIT POLICE DEPARTMENT and modifies the original contract number **2016-GP-BX-0002** for fiscal year 2016-2018, as approved in a Grant Adjustment Notice (GAN) by the PSN Fiscal Agent and the US Department of Justice on July 23, 2018 for the extension date and on September 17, 2018 for the budget change.

1. Item 19.02 in the current contract has been changed from, contract period October 1, 2016 – September 30, 2018.

To

Contract period, October 1, 2016 – December 31, 2018.

2. Item 19.01 in the current contract has been changed from, total budget allocation of \$154,567.41.

To

Total budget allocation of \$ 176,567.00, based on the following GAN approved line items, and detail budget included in Attachment A.

**Project  
Partner:**

**Detroit Police Department**

Item[s]	Total Current Budget	Increase (Decrease)	Total Modified Budget
Salaries	\$ 137,823	\$ (764)	\$ 137,059
Supplies	\$ 4,364	\$ 17,105	\$ 21,469
Travel	\$ 12,380	\$ 5,659	\$ 18,039
Total:	\$ 154,567	\$ 22,000	\$ 176,567

**MODIFICATION NO. 1. BETWEEN BLACK FAMILY DEVELOPMENT, INC. FISCAL AGENT AND DETROIT POLICE DEPARTMENT (CONTINUED):**

3. All other items in the current contract shall remain in full force and effect.
4. Each party warrants that its agent signing this Modification is authorized to bind its principal.
5. The Modification is subject to the policies of the Fiscal Agent regarding amendment of contracts.
6. This Modification shall become a part of the Contract between the parties and shall become effective upon review and approval of the PSN Fiscal Agent – Black Family Development, Inc.

**DETROIT POLICE DEPARTMENT**

BY: \_\_\_\_\_

(SIGNATURE)

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

DATE: \_\_\_\_\_



CITY OF DETROIT  
OFFICE OF THE CHIEF FINANCIAL OFFICER  
OFFICE OF DEVELOPMENT AND GRANTS

COLEMAN A. YOUNG MUNICIPAL CENTER  
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DETROIT, MICHIGAN 48226  
PHONE: 313 • 628-2158  
FAX: 313 • 224 • 0542  
WWW.DETROITMI.GOV

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October 12, 2018

The Honorable Detroit City Council  
**ATTN: City Clerk Office**  
200 Coleman A. Young Municipal Center  
Detroit MI 48226

**RE: Request to Accept and Appropriate the FY 2018 Section 5307 Urbanized Area Formula Grant**

The Federal Transit Administration has awarded the City of Detroit Department of Transportation with the FY 2018 Section 5307 Urbanized Area Formula Grant in the amount of \$11,402,404.00. There is a required State match, from the Michigan Department of Transportation (MDOT), in the amount of \$2,850,601.00. The total Federal and State award amount is \$14,253,005.00. There is no local match requirement. The total project cost is \$14,253,005.00. The grant period is August 23, 2018 through June 29, 2021.

The objective of the grant is to purchase equipment to support Detroit Department of Transportation operations. The funding allotted to the department will be utilized to purchase replacement buses, miscellaneous communications equipment, and make facility renovations. This is a reimbursement grant.

If approval is granted to accept and appropriate this funding, the appropriation number is 20569.

I respectfully ask your approval to accept and appropriate funding in accordance with the attached resolution.

Sincerely,

Ryan Friedrichs  
Director, Office of Development and Grants

CC:  
Katerli Bounds, Deputy Director, Grants  
Sajjiah Parker, Assistant Director, Grants

ENTERED NOV 19 2018 M.T.F. NB (RM) 3-0

CITY CLERK 2018 OCT 31 AM 9:02



**RESOLUTION**

**Council Member** \_\_\_\_\_

**WHEREAS**, the Detroit Department of Transportation (DDOT) is requesting authorization to accept a grant of reimbursement from the Federal Transit Administration, in the amount of \$11,402,404.00, to purchase equipment to support Detroit Department of Transportation (DDOT) operations; and

**WHEREAS**, there is a required State match for the Grant, from the Michigan Department of Transportation (MDOT), in the amount of \$2,850,601.00; and

**WHEREAS**, the total Federal and State award amount is \$14,253,005.00; now

**THEREFORE, BE IT RESOLVED** that the Director or Head of the Department is authorized to execute the grant agreement on behalf of the City of Detroit; and

**BE IT FURTHER RESOLVED**, that the Budget Director is authorized to establish Appropriation number 20569, in the amount of \$14,253,005.00, for the FY 2018 Section 5307 Urbanized Area Formula Grant.

**UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL TRANSIT ADMINISTRATION**

**GRANT AGREEMENT  
(FTA G-24, October 1, 2017)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(24), October 1, 2017, <http://www.transit.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

**FTA AWARD**

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

**Recipient Information**

Recipient Name: Detroit, City Of

Recipient ID: 2107

DUNS No: 021100409

## **Award Information**

Federal Award Identification Number: MI-2018-014-00

Award Name: FY2018 Section 5307

Award Start Date: 8/23/2018

Award End Date: 6/29/2021

Award Executive Summary: FY 2018 Section 5307 funds in the amount of \$11,402,404 (\$14,253,005 total eligible) will be used to support preventative maintenance, general development & planning, facility renovations, security improvements, replacement buses, misc. communications equipment, and ADP hardware.

State match in the amount of \$2,850,601 provided by the Comprehensive Transportation Fund.

This Application for Section 5307 Federal Assistance is consistent with the RTA's Allocation Letter dated July 2018 and attached.

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is suballocated these apportioned funds and can apply for and receive these funds directly.

Pre-Award Authority: This award is using Pre-Award Authority.

## **Award Budget**

Total Award Budget: \$14,253,005.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$11,402,404.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$2,850,601.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$11,402,404.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$2,850,601.00

**Award Budget Control Totals**

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

<b>Funding Source</b>	<b>Section of Statute</b>	<b>CFDA Number</b>	<b>Amount</b>
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$11,402,404
Local			\$0
Local/In-Kind			\$0
State			\$2,850,601
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
<b>Total Eligible Cost</b>			<b>\$14,253,005</b>

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

**U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:**

Review Decision: DOL Concurs - Certified  
Original Certification Date: 8/8/2018

**Special Conditions**

There are no special conditions.

**FINDINGS AND DETERMINATIONS**

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

**FTA AWARD OF THE GRANT AGREEMENT**



CITY OF DETROIT  
OFFICE OF THE CHIEF FINANCIAL OFFICER  
OFFICE OF DEVELOPMENT AND GRANTS

COLEMAN A. YOUNG MUNICIPAL CENTER  
2 WOODWARD AVENUE, SUITE 1026  
DETROIT, MICHIGAN 48226  
PHONE: 313 • 628-2158  
FAX: 313 • 224 • 0542  
WWW.DETROITMI.GOV

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October 22, 2018

The Honorable Detroit City Council  
**ATTN: City Clerk Office**  
200 Coleman A. Young Municipal Center  
Detroit MI 48226

**RE: Request to Accept and Appropriate the FY 2018 Coastal Zone Management Grant**

The Michigan Department of Natural Resources (MDNR) has awarded the City of Detroit General Services Department with the FY 2018 Coastal Zone Management Grant for a total of \$54,800.00. There is no match requirement. The grant period is October 1, 2018 through September 30, 2019.

The objective of the grant is to support vibrant, healthy, and resilient communities in the City of Detroit. The funding allotted to the department will be utilized to conduct a planning project within Maheras-Gentry Park, located along the Detroit River. The project will include the development of feasibility plans for the restoration of the coastal habitat in the park. This is a reimbursement grant.

If approval is granted to accept and appropriate this funding, the appropriation number is 20573.

I respectfully ask your approval to accept and appropriate funding in accordance with the attached resolution.

Sincerely,

Ryan Friedrichs  
Director, Office of Development and Grants

CC:  
Katerli Bounds, Deputy Director, Grants  
Sajjiah Parker, Assistant Director, Grants

ENTERED NOV 15 2018 — MTNB AB (B.D.)

CITY CLERK 2018 NOV 5 4:09:00



## Office of Development and Grants

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### RESOLUTION

Council Member \_\_\_\_\_

**WHEREAS**, the General Services Department is requesting authorization to accept a grant of reimbursement from the Michigan Department of Natural Resources (MDNR), in the amount of \$54,800.00, to conduct a planning project within Maheras-Gentry Park; now

**THEREFORE, BE IT RESOLVED** that the Director or Head of the Department is authorized to execute the grant agreement on behalf of the City of Detroit; and

**BE IT FURTHER RESOLVED**, that the Budget Director is authorized to establish Appropriation number 20573, in the amount of \$54,800.00, for the FY 2018 Coastal Zone Management Grant.



**MICHIGAN COASTAL ZONE MANAGEMENT GRANT AGREEMENT  
BETWEEN THE  
MICHIGAN DEPARTMENT OF NATURAL RESOURCES  
AND THE CITY OF DETROIT**

This Grant Agreement ("Agreement") is made between the Michigan Department of Natural Resources, (DNR), Office of the Great Lakes ("State"), and the City of Detroit ("Grantee").

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to the Coastal Zone Management Act of 1972, as amended, P.L. 109-58 (16 U.S.C. 1451-1465 "Federal Act"). Legislative appropriation of funds for grant assistance is set forth in Public Act number 207 of 2018. This Agreement is subject to the terms and conditions specified herein.

Project Name: Maheras-Gentry Park  
 Amount of grant: \$54,800  
 Amount of match: \$0 = 0%  
 Start Date: October 1, 2018

Project #: 19-CHab-003  
 % of grant state \$0 / % of grant federal 100  
 PROJECT TOTAL: \$54,800 (grant plus match)  
 End Date: September 30, 2019

**GRANTEE CONTACT:**

Karen C. Brown, Fund Development Officer  
 Name/Title  
City of Detroit  
 Organization  
Coleman A. Young Municipal Center  
2 Woodward Ave, Suite 1126  
 Address  
Detroit, Michigan 48226  
 Address  
313-224-2285  
 Telephone number  
CV0133300                      243  
 Vendor ID                      Address ID  
brownka@detroitmi.gov  
 E-mail address  
38-6004606  
 Federal ID number  
006530661  
 Grantee DUNS number

**STATE'S CONTACT:**

Karen Rae Boase, Coastal Habitat Coordinator  
 Name/Title  
DNR, Office of the Great Lakes  
 Division/Bureau/Office  
525 West Allegan, P.O. Box 30028  
 Address  
Lansing, Michigan 48909-7528  
 Address  
517-284-5037  
 Telephone number  
517-335-4053  
 Telephone number  
boasek@michigan.gov  
 Fax number  
 E-mail address

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

**FOR THE GRANTEE:**

\_\_\_\_\_  
 Signature  
Janet Anderson, Director, Detroit General Services  
 Name/Title

\_\_\_\_\_  
 Date

**FOR THE STATE:**

\_\_\_\_\_  
 Signature  
Jon W. Allan, Director, Office of the Great Lakes  
 Name/Title

\_\_\_\_\_  
 Date

**APPENDIX A**

**SECTION I: PROJECT DESCRIPTION**

To support vibrant, healthy, and resilient communities, the City of Detroit, General Services Department will conduct a planning project within the City of Detroit's Maheras-Gentry Park located along the Detroit River. The planning project will include the development of feasibility plans for the restoration of the coastal habitat, utilizing natural and nature-based solutions, and improve the public's ability to enjoy the Detroit River by providing safe access for all for this underserved and disadvantaged community.

**SECTION II: PROJECT TASKS AND SCHEDULE**

<b>Tasks</b>	<b>Oct-Dec 2018</b>	<b>Jan-Mar 2019</b>	<b>April-June 2019</b>	<b>July-Sept 2019</b>	<b>Work Products/Performance Metrics</b>
1. Release bid documents and select contractor for development of the feasibility plans.	X				Select contractor; submit Contractor's Qualification Form.
2. Conduct stakeholder meeting for input on feasibility plans.		X			Submit meeting agenda and sign-in sheet; summary of input gathered and/or developed.
3. Develop and submit draft feasibility plans.		X	X	X	Draft plans.
4. Conduct a review of National Environmental Protection Act requirements.	X	X	X	X	Submit State Historic Preservation Office determination; submit documentation verifying the presence or absence of threatened and endangered (T&E) species or habit in the project area; and if present, submit documentation indicating the project will not likely have an adverse impact on the T&E species or habitat.
5. Conduct a review of state and federal environmental requirements; prepare any required permitting documentation.	X	X	X	X	Provide list of required permits.
6. Conduct stakeholder meeting to solicit input on draft plans.		X	X		Submit meeting agenda and sign-in sheet; summary of input gathered and/or developed.
7. Finalize plans and develop cost estimates.			X	X	Submit final plans and cost estimates.



Tasks	Oct-Dec 2018	Jan-Mar 2019	April-June 2019	July-Sept 2019	Work Products/Performance Metrics
8. Submit quarterly progress and financial reports to State Contact no later than 30-days past end of each quarter date.	X	X	X	X	Quarterly progress and financial documents.
9. Submit final project work products to State Contact no later than 30-days past the contract end date.				X	Final work products.

Be advised that in the event that no activity occurs on the tasks of the project 90 days from the date of Grant Contract execution, the State may take Termination actions in accordance with Section XXI.

SECTION III: PROJECT BUDGET

See Attached Project Budget form.



CITY OF DETROIT  
OFFICE OF THE CHIEF FINANCIAL OFFICER  
OFFICE OF DEVELOPMENT AND GRANTS

COLEMAN A. YOUNG MUNICIPAL CENTER  
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October 12, 2018

The Honorable Detroit City Council  
**ATTN: City Clerk Office**  
200 Coleman A. Young Municipal Center  
Detroit MI 48226

**RE: Request to Accept and Appropriate the FY 2018 AmeriCorps VISTA Grant**

The Corporation of National and Community Service (CNCS) has awarded the City of Detroit Mayor's Office Department of Neighborhoods with the FY 2018 AmeriCorps VISTA (Volunteers In Service To America) Grant for a total of \$166,159.00. The Federal share is \$166,159.00, and there is a required cash match of \$24,622.00. The total project amount is \$190,781.00. The grant period is 09/16/2018 to 09/14/2019.

The objective of the grant is to provide the Mayor's Office Department of Neighborhoods with seven district wide AmeriCorps VISTAs to create or expand block clubs, and work directly with Blight Strike Teams on crime and community based projects.

If approval is granted to accept and appropriate this funding, the appropriation number is 20568, with the match amount coming from appropriation number 00870.

I respectfully ask your approval to accept and appropriate funding in accordance with the attached resolution.

Sincerely,

Ryan Friedrichs  
Director, Office of Development and Grants

CC:  
Katerli Bounds, Deputy Director, Grants  
Sajjiah Parker, Assistant Director, Grants

ENTERED NOV 15 2018 - MTNB AS (3,0)

CITY CLERK 2018 NOV 15 4:42:30

**RESOLUTION**

**Council Member** \_\_\_\_\_

**WHEREAS**, the Mayor's Office Department of Neighborhoods is requesting authorization to accept a grant from the Corporation of National and Community Service (CNCS), for the AmeriCorps VISTA (Volunteers In Service To America) program, to support seven designated Department of Neighborhood districts: and

**WHEREAS**, the Corporation of National and Community Service (CNCS), will directly pay for the VISTAs Federal share of \$166,159.00, and invoice the City of Detroit for the required cash match share of \$24,622.00; now

**THEREFORE, BE IT RESOLVED** that the Director or head of the department is authorized to sign and execute the grant agreement on behalf of the City of Detroit, and

**BE IT FURTHER RESOLVED**, that the Budget Director is authorized to establish Appropriation number 20568, in the amount \$24,622.00, coming from appropriation number 00870, in order to provide the cash match requirement.

In witness whereof, the parties whose signatures appear below attest to having the authority to enter into this Agreement and agree that this Agreement will become effective on the aforementioned date. (The Sponsor and Corporation for National and Community Service staff must sign the Memorandum of Agreement even though single signatures only are required for grant agreements.)

**Sponsor**

**Corporation for National and Community Service**

By: \_\_\_\_\_  
(Sponsor signature)

By: \_\_\_\_\_  
(State Director signature)

Name: Ms. Victoria L. Kovari

Name: Cathy L. Sharp

Title:

Title: State Program Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Detroit**

Address: 2 Woodward Ave  
Rm 1026  
Detroit, MI 48226-3445

**Corporation for National and Community Service**

Address: Michigan State Office  
477 Michigan Avenue  
Suite 1870  
Detroit, MI 49226-2576

Phone: (313) 628-0273

Phone: 313-989-4573

Sponsor Location Code Number: 61309

Sponsor DUNS Number: 006530661

By: \_\_\_\_\_  
(Executive Officer signature)

Name: Management and Program Analyst  
Kira Weiss

Title:

Date: \_\_\_\_\_

**Corporation for National and Community Service**

Address: 250 E Street SW  
Suite 300  
Washington, DC 20525-0001

Phone: 202-606-6626

**CORPORATION FOR NATIONAL AND COMMUNITY SERVICE  
AmeriCorps VISTA  
MEMORANDUM OF AGREEMENT**



**Between**

**City of Detroit  
2 Woodward Ave  
Rm 1026  
Detroit, MI 48226-3445  
EIN: 386004606**

**and**

**Corporation for National and Community Service  
Michigan State Office  
477 Michigan Avenue  
Suite 1870  
Detroit, MI 49226-2576**

*Pursuant to Title I, Pub.L. 93-113, the Domestic Volunteer Service Act of 1973, as amended, 87 Stat. 394 hereinafter, the "Act"*

This Memorandum of Agreement, hereinafter referred to as "the Agreement", between the two above-captioned parties: 1) Corporation for National and Community Service, hereinafter referred to as "CNCS"; and 2) City of Detroit, hereinafter referred to as the "Sponsor", sets forth the parties' understanding concerning the establishment and operation of a local project under the AmeriCorps VISTA program, pursuant to Title I, Part A of the Domestic Volunteer Service Act, as amended, (42 U.S.C. §§ 4950 et seq.), hereinafter may be referred to as "the Act". The primary purpose of this agreement is for CNCS to provide the Sponsor with up to nine (9) AmeriCorps VISTA members and up to zero (0) Summer Associates to perform volunteer service to strengthen and supplement efforts to eliminate poverty and poverty-related human, social, and environmental problems as specified in the Project Application. The Project Application is incorporated in this Agreement by reference.

The project shall be cost-shared between CNCS and the Sponsor. Accordingly, the Agreement provides for the Sponsor's funding of up to \$24,622.00 to cost-share up to two (2) AmeriCorps VISTA member(s) and up to zero (0) Summer Associates and the assignment of up to seven (7) AmeriCorps VISTA members(s) and up to zero (0) Summer Associates supported by CNCS. The Sponsor's cost-share of up to two (2) VISTAs and Summer Associates is subject to annual review and renewal every 12 months. The final numbers of AmeriCorps VISTA members and/or Summer Associates placed may be less than the number listed above due to considerations, such as those related to the management, resources and budget of the VISTA program. Specific details regarding cost-share payment roles and responsibilities associated with this Agreement are set forth in paragraph 20 of Part II of this Agreement.

This Agreement is for one year, and shall become effective on the date of 09/16/2018 execution of this Agreement. The date of execution of this agreement is the date that the final signatory for either party signs and dates this Agreement. This Agreement is subject to performance of the terms as set forth in this Agreement, below in Part II. Activity on the project shall be deemed to have begun on 09/16/2018 and shall end thereafter on 09/14/2019, unless terminated sooner by either or both of the parties.

Click below to view:  
[General Provisions of the Cost Share MA](#)



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

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19  
121

November 1, 2018

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

**RE: Surplus Property Sale – 13201 Dexter**

Honorable City Council:

The Planning and Development Department is in receipt of an Offer from Malik Wilson to purchase, 13201 Dexter, located on the west side of Dexter, between Tyler and Waverly, for the amount of Seven Thousand and 00/100 Dollars (\$7,000.00). This property consists of a one story commercial building, located on an area of land containing approximately 2,200 square feet and zoned B-4 (General Business District).

The Offeror proposes to continue the use of the property as a commercial dry cleaners. This use is permitted as a matter of right in a B-4 zone.

We, therefore, request that your Honorable Body adopt the sale and authorize the Planning and Development Department Director, or his authorized designee, to issue a quit claim deed to the property and such other documents as may be necessary to effectuate the sale, to Malik Wilson, for the sales price of \$7,000.00

Respectfully submitted,

Maurice Cox  
Director  
Planning & Development Department

MC/am

cc: Stephanie Washington, Mayor's Office

11/15/19 - MTF SB (3,0)



By Council Member \_\_\_\_\_

**WHEREAS**, the City of Detroit Planning and Development Department (“P&DD”) has received an offer from Malik Wilson (“Offeror”) requesting the conveyance by the City of Detroit of real property having a street address of 13201 Dexter (the “Property”), more particularly described in the attached Exhibit A; and

**WHEREAS**, this property consists of a one story commercial building, located on an area of land containing approximately 2,200 square feet and zoned B-4 (General Business District); and

**WHEREAS**, Offeror proposes to continue the use of the Property as a commercial dry cleaners. This use is permitted as a matter of right in a B-4 zone;

**NOW, THEREFORE, BE IT RESOLVED**, that in accordance with the Offer to Purchase and the foregoing communication, the Planning and Development Department Director, or his authorized designee, be and is hereby authorized to issue a quit claim deed to 13201 Dexter, the property more particularly described in the attached Exhibit A, and such other documents as may be necessary to effectuate the sale, to Malik Wilson, for the amount of \$7,000; and be it finally

**RESOLVED**, that the deed and such other documents necessary to effectuate the sale, will be considered confirmed when signed and executed by the Planning and Development Department Director, or his authorized designee, and approved by Corporation Counsel as to form.

## EXHIBIT A

Land in the City of Detroit, County of Wayne and State of Michigan being Lot 146; Sullivan's Dexter Boulevard Subdivision No. 1" part of ¼ Section 12, 10,000 Acre Tract, City of Detroit, Wayne Co., Mich. Rec'd L. 55, P. 53 Plats, Wayne County Records 22x100

a/k/a 13201 Dexter  
Ward 14 Item 6179





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



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122

November 07, 2018

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

**RE: Property Sale by Development Agreement – Midtown West Project  
Request for Authorization to Amend 2018-19 Budget  
Appropriation #20611 – Midtown West Park Improvements**

Honorable City Council:

The Planning & Development Department (“P&DD”) has received an offer from PDH Development Group LLC (“PDH”), a Michigan limited liability company, to purchase certain City-owned real property at 831 and 931 Selden and 830 and 960 Brainard, Detroit, MI (the “Properties”) for the purchase price of One Million Eight Hundred Thousand and 00/100 Dollars (\$1,800,000.00) (the “Purchase Price”).

The Properties will be developed by PDH as part of the City’s Midtown West Project, which is within the boundaries of the former Wigle Playfield / Recreation Center site that is now comprised of vacant land (“MW Site”). The City split the MW Site into: 1) four development sites that include the Properties, 2) a 1-acre site at 910 Brainard for construction of a new City park (“New Park”) and 3) land set aside to rededicate and construct 4<sup>th</sup> Street and Tuscola Avenue to continue through the MW Site. A separate street dedication resolution and street construction contract will be brought before this Honorable Body to address such new streets.

PDH proposes to construct the four development sites on the Properties in two Phases with an investment of just over \$70 million. Phase 1, to be constructed on 831 and 931 Selden, will include: 1) a for-rent, mixed-income residential development with on-site parking and retail space and 2) a for-sale residential development with on-site parking and retail space. Phase 2, to be constructed on 830 and 960 Brainard, will include two separate for-sale residential developments, each with separate on-site parking. Currently, the Properties are within a SD2 zoning district (Special Development District, Mixed Use). PDH’s proposed use of the Properties is consistent with the allowable uses for which the Properties are zoned.

As part of the Midtown West Project, PDH has participated in a voluntary community engagement process facilitated by P&DD that included a Neighborhood Advisory Council. P&DD has completed a Midtown West Community Benefits Agreement Report (the “CB Report”) as a result of such process and PDH has agreed to the terms of a Community Benefits Agreement (the “CB Agreement”) with respect to certain matters contained in the CB Report. Both the CB Report and CB Agreement are provided with the attached resolution.

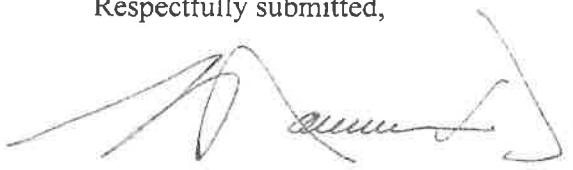
ENTERED NOV 15 2018 MTF SB (3/0)

CITY CLERK 2018 NOV 8 PM 4:28

Also as part of the City's Midtown West Project, P&DD wishes to transfer jurisdiction of the New Park site to the General Services Department ("GSD") to operate and maintain as a City park. It is hereby requested by the Finance Department that your Honorable Body approve the transfer of jurisdiction over the New Park to GSD. To help fund construction of the New Park, the Housing & Revitalization Department ("HRD") is hereby requesting the authorization of your Honorable Body to amend HRD's 2018-2019 Budget to add Appropriation #20611 for the purposes of accepting, appropriating and expending Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00) in sales revenue from the Purchase Price of the Properties for construction of the New Park. A separate construction contract will be brought before this Honorable Body for approval to construct the New Park with such funds.

We hereby request that your Honorable Body adopt the attached resolution to: 1) 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 PDH, 2) receive and file the CB Report, 3) approve the CB Agreement, 4) transfer jurisdiction of 910 Brainard to GSD for the New Park and 5) amend the 2018-19 Budget for HRD to create Appropriation #20611 to accept a portion of the Purchase Price for the City's construction of the New Park. A Waiver of Reconsideration is also requested.

Respectfully submitted,




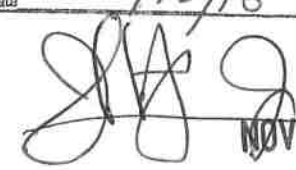
Maurice D. Cox, Director  
Planning & Development Dept.



Donald Rencher, Director  
Housing & Revitalization Dept.

cc: Stephanie Washington, Mayor's Office

APPROVED

BUDGET DIRECTOR
Date 11/13/18



NOV 14 2018

## RESOLUTION

BY COUNCIL MEMBER: \_\_\_\_\_

**NOW, THEREFORE, BE IT RESOLVED**, that Detroit City Council hereby approves the sale by development agreement of certain real property at 831 and 931 Selden and 830 and 960 Brainard, Detroit, MI (the "Properties"), as more particularly described in the attached Exhibit A incorporated herein, to PDH Development Group LLC ("PDH"), a Michigan limited liability company, for the purchase price of One Million Eight Hundred Thousand and 00/100 Dollars (\$1,800,000.00) (the "Purchase Price"); and be it further

**RESOLVED**, that the Director of the Planning & Development Department ("P&DD"), 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 PDH consistent with this resolution; and be it further

**RESOLVED**, that transfer of the Properties to PDH may occur in two (2) separate closings such that 831 and 931 Selden are conveyed upon PDH's payment of a portion of the Purchase Price amounting to One Million One Hundred Thirty Seven Thousand Five Hundred Thirty and 00/100 Dollars (\$1,137,530.00) and 830 and 960 Brainard are conveyed upon PDH's payment of a portion of the Purchase Price amounting to Six Hundred Sixty Two Thousand Four Hundred Seventy and 00/100 Dollars (\$662,470.00); and be it further

**RESOLVED**, that the development agreement shall obligate PDH to: 1) cause mixed-use residential developments to be constructed on the Properties and 2) cause at least 10% of the units constructed on the 931 Selden portion of the Properties to be leased for a period of no less than thirty (30) years such that:

1. 2.5% of rental units are available at 80% or less of the Area Median Income determined as of lease execution;
2. 5% of rental units are available at 60% or less of the Area Median Income determined as of lease execution;
3. 2.5% of rental units are available at 40% or less of the Area Median Income determined as of lease execution;

and be it further

**RESOLVED**, that the Director of P&DD, or his authorized designee is authorized to execute any required instruments to make and incorporate technical amendments or changes to the quit claim deeds (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 transfers and sale; and be it further

**RESOLVED**, that the development agreement and quit claim deeds will be considered confirmed when executed by the Director of P&DD, or his authorized designee, and approved by the Corporation Counsel as to form; and be it further

**RESOLVED**, that Detroit City Council hereby approves the transfer of jurisdiction of 910 Brainard, Detroit, MI (“New Park”), as more particularly described in the attached Exhibit B incorporated herein, from P&DD to the General Services Department for use as a public park; and be it further

**RESOLVED**, that the 2018-2019 Budget is amended for the Housing & Revitalization Department (“HRD”), who is hereby authorized to accept, appropriate and establish Appropriation No. 20611 into which an amount of Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00) from the City’s sales revenue of the Properties shall be received; and be it further

**RESOLVED**, that Appropriation No. 20611 shall be titled “Midtown West Park Improvements” and shall carry forward each fiscal year until such time as all monies received in the Appropriation have been expended; and be it further

**RESOLVED**, that HRD is hereby authorized to make expenditures for construction of the New Park from Appropriation No. 20611; and be it further

**RESOLVED**, that the Finance Director be and 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; and be it further

**RESOLVED**, that P&DD’s Midtown West Community Benefits Agreement Report in the attached Exhibit C incorporated herein is hereby received and filed by Detroit City Council; and be it further

**RESOLVED**, that the Community Benefits Agreement in the attached Exhibit D incorporated herein is hereby approved by Detroit City Council; and be it finally

**RESOLVED**, that the Director of P&DD, or his authorized designee, is hereby authorized to execute the aforementioned Community Benefits Agreement.

(See Attached Exhibits A, B, C and D)

## EXHIBIT A

### LEGAL DESCRIPTIONS

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

#### ✓ Block 1

PART OF LOTS 3 TO 7, ALL OF LOTS 8 TO 11, PART OF LOT 12, FORSYTH CONNOR ESTATES L1 P219 W C R, PART OF LOTS 1 TO 9 AND THE VAC ALLEYS ADJ, BONSWOR & SCOTT'S SUB BLK 3 L3 P69 W C R, BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE NE CORNER SD LOT 1 OF BONSWOR & SCOTT'S SUB BLK 3 THENCE S 22D 47M 00SEC E 272.50FT TH S 67D 13M 00SEC W 361.98FT TO A POINT ON THE ELY R O W OF JOHN C LODGE DRIVE (VARIABLE WIDTH R O W) THENCE N 20D 45M 40SEC W 67.54FT THENCE N 67D 13M 00SEC E 29.00FT TO A POINT ON THE ELY LN OF SD LOT 11 FORSYTH CONNOR ESTATES THENCE N 23D 26M 45SEC W 82.01FT TO THE SW CORNER OF SD LOT 4 THENCE S 67D 13M 00SEC W 18.00FT TO A POINT ON THE ELY R O W LN OF SD JOHN C LODGE DRIVE N 20D 15M 52SEC W 123.12FT THENCE N 67D 13M 00SEC E 344.13FT TO THE POB 2.162 AC 94162.814 SQ FT

a/k/a 931 Selden *29 B, C*  
Tax Parcel ID 04000759.005

#### ✓ Block 2

PART OF LOTS 9 TO 14, CRANE FARM SUB BLK 4 L60 P58 W C R, BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE SE CORNER OF LOT 9 CRANE FARM SUB BLK 4 THENCE S 67D 13M 00SEC W 88.50FT THENCE N 22D 47M 00SEC W 222.85FT THENCE N 67D 12M 58SEC E 88.50FT TO A POINT ON THE WLY LN OF A 16.9 FEET WD ALLEY THENCE S 22D 47M 00SEC E 222.85FT TO THE POB 0.453 AC 19722.265 SQ FT

a/k/a 831 Selden  
Tax Parcel ID 04000759.004

#### Block 3 *29C*

PART OF LOTS 17 TO 21 AND PART OF LOTS 22 TO 26, INCLUDING THE 20 FEET WD VAC ALLEY ADJACENT THERETO, FORSYTH CONNOR ESTATES L1 P219 W C R, BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING S 67D 13M 00SEC W 159.85FT FROM THE NE CORNER OF LOT 10 BONSWOR & SCOTT'S SUB BLK 2 L3 P69 W C R, THENCE S 22D 47M 00SEC E 270.50FT THENCE S 67D 13M 00SEC W 216.15FT TO A POINT ON THE ELY R O W LN OF JOHN C LODGE DRIVE (VARIABLE WIDTH R O W) THENCE N 23D 30M 18SEC W 126.01FT TO A POINT ON THE NW COR OF SD LOT 26 THENCE N 04D 05M 09SEC W 21.11FT TO A POINT ON THE SLY LN OF SD LOT 17 THENCE N 19D 48M 39SEC W ALG SD ELY R O W LN OF JOHN C LODGE DRIVE 124.67FT THENCE N 67D 13M 00SEC E 204.50FT TO THE POB 1.320 AC 57483.533 SQ FT

a/k/a 960 Brainard  
Tax Parcel ID 04000759.001


*B.S*

**Block 4**

PART OF LOTS 9 TO 16, CRANE FARM SUB BLK 1 L60 P58 W C R, BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE NE CORNER OF 16 THENCE S 22D 47M 00SEC E ALG THE WLY LN OF A 16.9 FEET WD ALLEY 330.90FT THENCE S 67D 13M 00SEC W 88.50FT THENCE N 22D 47M 00SEC W 330.90FT THENCE N 67D 13M 00SEC E 88.50FT TO THE POB 0.672 AC 29284.663 SQ FT

a/k/a 830 Brainard  
Tax Parcel ID 04000759.003

Description Correct  
Engineer of Surveys

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

**EXHIBIT B**

**LEGAL DESCRIPTIONS**

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

PARTS OF LOTS 21 AND 22 AND THE VAC ALLEYS ADJACENT, FORSYTH CONNOR ESTATES L1 P219 PLATS W C R, PARTS OF LOTS 1 TO 10 AND THE VAC ALLEY ADJACENT, BONSWOR & SCOTT'S SUB BLK 3 L3 P69 W C R, BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE NE CORNER OF SD LOT 10 BONSWOR & SCOTT'S SUB BLK 2 THENCE S22D 47M 00SEC E 270.50FT THENCE S 67D 13M 00SEC W 159.85FT THENCE N 22D 47M 00SEC W 270.50FT THENCE N 67D 13M 00SEC E 159.85FT TO THE POB 0.993 AC 43239.420 SQ FT

a/k/a 910 Brainard *29 B,C*  
Tax Parcel ID 04000759.002

Description Correct  
Engineer of Surveys

By:

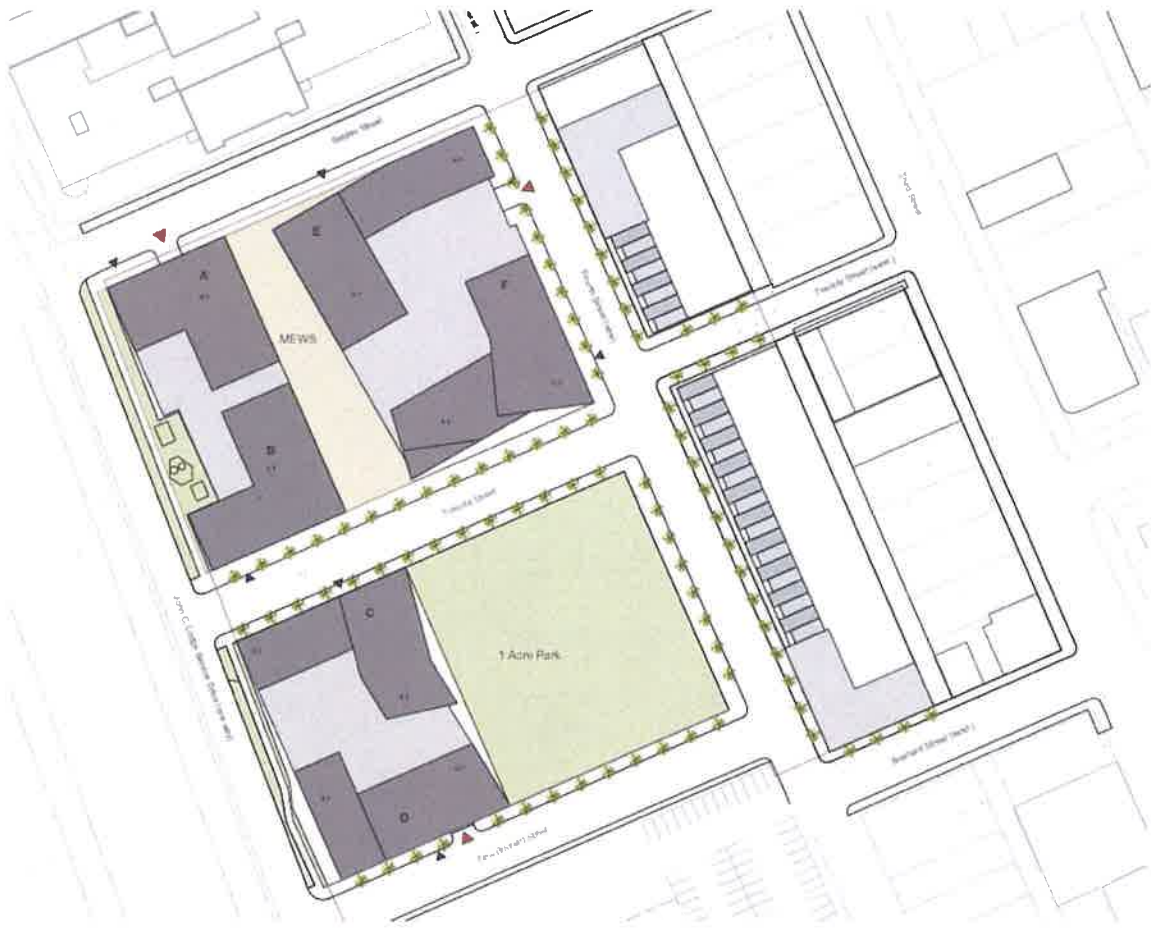


Basil Sarim, P.S.  
Professional Surveyor  
City of Detroit/DPW, CED

**EXHIBIT C**

**MIDTOWN WEST COMMUNITY BENEFITS AGREEMENT REPORT**





# MIDTOWN WEST COMMUNITY BENEFITS AGREEMENT REPORT

**CITY OF DETROIT**

**PLANNING AND DEVELOPMENT DEPARTMENT**

**MAURICE COX – DIRECTOR OF PLANNING**

**R. STEVEN LEWIS – CENTRAL DISTRICT DESIGN DIRECTOR**

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6	May 23, 2017 Presentation	ATTACHMENT
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9	NAC List of Community Impacts with Developer Response in Red	ATTACHMENT
10	Meeting Notes – February 19, 2018	ATTACHMENT
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13	Final Email Exchanges and NAC Votes	ATTACHMENT
14	Negotiated Community Benefits	ATTACHMENT

## **A. A DETAILED ACCOUNT OF HOW NOTICE WAS PROVIDED TO ORGANIZE THE PUBLIC MEETING**

The first public meeting for the Midtown West Development was held on May 23, 2017 at the Detroit Delta Preparatory Academy at 5:30pm. The notice that is attached to this report was mailed to approximately 900 residents within and near Census Tract 5204 – the impact area.<sup>1</sup> Eighty (80) people were recorded as attending the first meeting. Twenty (20) residents were recorded living in the impact area.

Subsequent NAC meetings were held on June 6 2017, July 11 2017, December 12 2017, January 16 2018, February 19 2018, and on April 9 2018.

*Public Notice* of the first meeting (as required by law) was mailed out to neighbors by the City Clerk's office on May 9<sup>th</sup> 2017, via a flyer developed in the Planning & Development Department. There was also assistance in community outreach from the office of District 6 Council Member Raquel Castañeda-López, Council President Brenda Jones, and At-Large Council Member Janeé Ayers.

The Planning and Development Department updated the CBO website with the Midtown West development posted. Notice was sent to the NAC and representatives of the City Council, LPD, and the DON.<sup>2</sup> The link is as follows:

[www.detroitmi.gov/wigle](http://www.detroitmi.gov/wigle)

The website has a link to the Community Benefits Ordinance page:

<http://www.detroitmi.gov/Government/Departments-and-Agencies/Planning-and-Development-Department/Community-Benefits-Ordinance>

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<sup>1</sup> See Figure 2 – Impact Areas and APPENDIX 03 – Impact Area

<sup>2</sup> See APPENDIX 04 – Public Notice – May 23, 2017 Flier

**Impact Areas**



FIGURE 2 – IMPACT AREAS

## **B. A LIST OF NAC MEMBERS, AND HOW THEY WERE SELECTED**

### **Neighborhood Advisory Council**

<u>Neighborhood Advisory Council Member</u>	<u>Appointment by:</u>
Dave Dobbie	Council Member Janeé L Ayers
Derrick Dykas	Impact Area Resident Selection
Francine Dorn	PDD Dir. Maurice Cox
Jenny Lee	Impact Area Resident Selection
Jesalyn Blount	PDD Dir. Maurice Cox
Lee Payne	PDD Dir. Maurice Cox
Leslie Malcolmson	Council President
Samuel Merritt	PDD Dir. Maurice Cox
Shayla Griffin	District 6 Council Member Raquel Castañeda-López

### **Development Team**

***PDH Development Group:*** a partnership between Detroit-based developer Roderick Hardamon and New York-based developer Mario Procida

### **City of Detroit Officials**

***Planning:*** Maurice D. Cox, R. Steven Lewis, Karen Gage

***Housing and Revitalization Department:*** Graciela Watrous, Elizabeth Kmetz

***Department of Neighborhoods:*** Vince Keenan, Ninfa Cancel

***Legislative Policy Division Representative:*** Marcell Todd

***City Council:*** Raquel Castañeda-López – District 6 Council Member, Janeé Ayers – At-Large Council Member, Brenda Jones – Council president

### **C. PROJECT IMPACTS AND MITIGATIONS**

On July 2, 2018, the Planning & Development Department received the final piece of information required to finalize the report to accurately reflect the negotiations, summarized here.

1. Commitment by the City of Detroit to an additional 1.5 acres of public space (minimum) within 12 min walk of Wigle
2. Ensure public access to pedestrian walkways and open space
3. Create a contiguous one-acre public park
4. Commitment by the City to lead a public design process for public parks
5. The community led park design will accommodate people of all ages and abilities, including kids and families
6. Commitment to contribute \$50,000 to CCNDC for community space building improvements
7. Commitment to work with Council to offer deeper affordability:
  - 2.5% of rental units at 80% AMI,
  - 5% of rental units at 60% AMI,
  - 2.5% of rental units at 40% AMI
8. Adhere to the defined local marketing plan for affordable units
9. Restoration of street grid to reconnect to neighborhood to the extent possible
10. Design by renowned professionals
11. Pedestrian focused urban design
12. Housing unit mix for all ages, family sizes, and abilities
13. Commitment to support art within the public park
14. Participation in pre-existing mesh network connection
15. Assess retail options through community outreach performed by local broker
16. Retail rental rates to reflect market at the time of lease up
17. Work with MCM to identify local entrepreneurs for retail space
18. 51% local contractors, to the extent possible, during construction
19. Design sensitive to storm water mitigation
20. Enterprise green communities standards
21. Recycling services
22. Industry standard HVAC
23. Double pane windows with 28+ OITC rating that increase energy efficiency and reduce noise.

## Wigle Community Benefits

### Overview

# **PROJECT IMPACTS + MITIGATIONS**

## NEIGHBORHOOD ADVISORY COUNCIL PROJECT IMPACTS

<b>NAC REQUEST + PROJECT IMPACTS</b>	<b>RESPONSE</b>	<b>COMMUNITY BENEFIT SUMMARY</b>
<p><b>greenspace.</b></p> <ul style="list-style-type: none"><li><b>a. Increase the size of the proposed common greenspace to 7 acres within Midtown area</b></li><li><b>b. Make it contiguous, rather than divided by a street</b></li><li><b>c. Ensure that it is visible and easily accessible to non-residents</b></li><li><b>d. Ensure that it is wheelchair accessible, includes a playscape, picnic tables, and other amenities to be determined through a community engagement process</b></li></ul>	<p>a. GSD is committed to providing at least 1.5 acres of public park space within a 12 minute walk of the Wigle: Midtown West development.</p> <p>In addition, the developer will provide and maintain additional open space, that is privately-owned but publically accessible, to enhance pedestrian activity and to add to the attractiveness of the development and the neighborhood. These pedestrian connections will be landscaped and will connect to public streets and to the public park. All City sidewalks will be planted with street trees at 25' intervals.</p> <p>b. The development team will provide a contiguous one-acre park.</p> <p>c. The Midtown West park will be located along 4th Street between Tuscola and Brainard to make it easily accessible to all neighborhood residents. Safe crossings will be provided to ensure public Midtown West park is accessible.</p> <p>d. A landscape architect will work with the City via a public engagement process to design the public park. The park will meet all ADA requirements for acce</p>	<p><b>ADDITIONAL 1.5 ACRES OF PARK SPACE</b></p> <p><b>PUBLIC ACCESS TO PEDESTRIAN WALKWAYS AND OPEN SPACE</b></p> <p><b>CONTIGUOUS ONE ACRE PUBLIC PARK</b></p> <p><b>PUBLIC DESIGN PROCESS FOR ONE ACRE PARK</b></p> <p><b>PARK DESIGN FOR USE BY PEOPLE OF ALL AGES AND ABILITIES INCLUDING KIDS AND FAMILIES</b></p>



## Wigle Park Engagement and Concept Design

The City of Detroit will lead a public engagement process for the design of Wigle Park

- A landscape architect will be hired to help design the park through a community engagement process
- Community engagement will extend beyond the range of the NAC to include a much broader radius— all residents are welcome
- Public engagement will begin within 90 days of the Midtown West land sale closing.

*Proposed public engagement format:*

### Meeting #1

Landscape architects will host a **listening session** and **ideas charrette**

### Meeting #2

Presentation of **PARK DESIGN** based upon feedback from first meeting and **more listening** and feedback

### Meeting #3

Present **revised** concept for further community discussion and feedback - **vote**

**Midtown Parks: Addition of 1.5 Acres of Park Land**

1. **Land identification for Additional Midtown Parks**
  - GSD/Recreation will secure no less than **1.5 acres of land** to provide park space in west Midtown
  - The **1.5 acres of park** will be provided within a **12 minute walk** of Wigle
  
2. **Timeline for engagement for park design of additional 1.5 acres**
  - GSD will engage residents through a **public design process** to develop park amenities and programming within **90 days** of the closing of the land sale for the Midtown West project
  - Note: The community led design process and the construction of the **1.5 acres of parkland** is contingent on the land sale for this project, since the park improvements will be funded by Wigle land sale proceeds, as well as coordination with the developer related to construction timelines, street grids, etc.
  
3. **Timeline for construction of additional 1.5 acres**
  - GSD begin **construction** on additional parkland within **12-months** of the land sale closing

**NEIGHBORHOOD ADVISORY COUNCIL PROJECT IMPACTS**

<p><b>NAC REQUEST + PROJECT IMPACTS</b></p>	<p><b>RESPONSE</b></p>	<p><b>COMMUNITY BENEFIT SUMMARY</b></p>
<p><b>affordability.</b></p> <p><b>a. Use average household income for Detroit to determine affordability, not Wayne County (\$401/mo. single person; \$453/mo. 2 ppl; \$551/mo 3 ppl;\$656/mo 4 ppl)*</b></p> <p><i>*Chicago Federal Reserve Bank. "Essays on Issues." 2017 Number 376. Page 4</i></p> <p><b>b. Ensure that affordable units are marketed to existing residents and those in need of housing</b></p>	<p>a. In response to this concern, the development team is willing to convert the affordable rental commitment from 20% of total rental units at 80% AMI to the NAC preferred Option 3: 2.5% of total rental units at 80% AMI, 5% of rental units at 60% AMI, and 2.5% at 40% AMI.</p> <p>b. The development team has drafted a marketing plan that has been handed out and attached here as Attachment 1.</p>	<p><b>COMMITMENT TO WORK WITH COUNCIL TO OFFER A DEEPER AFFORDABLE BREAKDOWN</b></p> <p><b>NAC VOTED ON OPTION 3:</b></p> <p><b>2.5% OF RENTAL UNITS AT 80% AMI,</b></p> <p><b>5% OF RENTAL UNITS AT 60% AMI,</b></p> <p><b>2.5% OF RENTAL UNITS AT 40% AMI)</b></p> <p><b>LOCAL MARKETING PLAN FOR AFFORDABLE UNITS</b></p>
<p><b>CCNDC Community Room.</b></p> <p><b>a. Commit \$200,000 for a donation to Cass Corridor Neighborhood Development Corporation (CCNDC) for community room improvements that will mitigate the negative impact of this development on community access to gathering space</b></p>	<p>a. Developer commits to contribute or cause to be contributed \$50,000 to the Cass Corridor Neighborhood Development Corporation on or before the closing of construction financing for initial phase of the development (Parcel 2).</p>	<p><b>COMMITMENT TO CONTRIBUTE \$50,000 TO CCNDC FOR COMMUNITY ROOM IMPROVEMENTS</b></p>

## NEIGHBORHOOD ADVISORY COUNCIL PROJECT IMPACTS

<b>NAC REQUEST + PROJECT IMPACTS</b>	<b>RESPONSE</b>	<b>COMMUNITY BENEFIT SUMMARY</b>
<p><b>inclusive, accessible design.</b></p> <ul style="list-style-type: none"><li><b>a. Design the site to be open and integrated with the surrounding neighborhood;</b></li><li><b>b. Invest in maintenance and landscaping of the pedestrian bridges over the Lodge;</b></li><li><b>c. Offer diverse unit types that can accommodate senior citizens, families with children, and people with disabilities.</b></li></ul>	<ul style="list-style-type: none"><li>a. The developer is committed to high quality design and neighborhood context is important in design. The developer has spent considerable time working on the site plan to ensure the reintegration of the road network will work well within the neighborhood and will produce a highly livable and connected neighborhood experience.</li><li>b. The bridge over the Lodge is owned by MDOT and maintenance of the bridge is MDOT's responsibility.</li><li>c. The developer will comply with federal accessibility requirements. The project will have a unit mix of Studio, 1 BR, 2 BR and 3 BR apartments in addition to townhomes. The unit mix (other than townhomes) will be proportionately distributed amongst the affordable and market rate units. The affordable units will be mixed throughout the rental buildings.</li></ul>	<p><b>RESTORATION OF STREET GRID TO THE EXTENT POSSIBLE</b></p> <p><b>DESIGN BY RENOWNED PROFESSIONALS</b></p> <p><b>PEDESTRIAN FOCUSED DESIGN</b></p> <p><b>UNIT MIX FOR ALL AGES, FAMILY SIZES, AND ABILITIES</b></p>

## NEIGHBORHOOD ADVISORY COUNCIL PROJECT IMPACTS

<b>NAC REQUEST + PROJECT IMPACTS</b>	<b>RESPONSE</b>	<b>COMMUNITY BENEFIT SUMMARY</b>
<p><b>historic and cultural preservation.</b></p> <p>a. <b>Commission Detroit artists to produce murals or other art depicting the history and cultural legacy of the Cass Corridor that is publicly visible in and around the development.</b></p>	<p>a. Through the City led public park community engagement, the developer commits to supporting public art in the public park.</p>	<p><b>COMMITMENT TO SUPPORT PUBLIC ART WITHIN PUBLIC PARK</b></p>
<p><b>digital inclusion.</b></p> <p>a. <b>Dedicate at least one business class Internet connection to be shared with the Cass Co Neighborhood Wireless Network.</b></p>	<p>a. The developer agrees to work with the Detroit Community Technology Project to participate in the pre-existing mesh network.</p>	<p><b>PARTICIPATION IN PRE-EXISTING MESH NETWORK WIRELESS CONNECTION</b></p>

**NEIGHBORHOOD ADVISORY COUNCIL PROJECT IMPACTS**

<p><b>NAC REQUEST + PROJECT IMPACTS</b></p>	<p><b>RESPONSE</b></p>	<p><b>COMMUNITY BENEFIT SUMMARY</b></p>
<p><b>retail selection.</b></p> <ul style="list-style-type: none"> <li><b>a. Conduct a survey of residents to assess current gaps in local retail options</b></li> <li><b>b. Analyze area income data to determine appropriate price points for selected businesses</b></li> <li><b>c. Use an ethical business matrix when selecting retail tenants that considers factors. Such as quality of product, affordability, treatment of workers, environmental sustainability</b></li> <li><b>d. Provide a portion of the retail space at an affordable rent (\$15-\$18 psf) to support local entrepreneur activity in this retail space</b></li> </ul>	<ul style="list-style-type: none"> <li>a. At appropriate time in the schedule, the developer will work with local retail brokers and Midtown Detroit to drive retail interest to the Selden Street retail. The developer will rely on local community outreach and its brokers to generate interest in the retail/service sectors for our location.</li> <li>b. + c. The developer will rely upon the retail tenants to set their price points, but will consider what the neighborhood needs and attempt to lease the retail space to a tenant who is set up to be successful over the long term providing valuable services to not only the residents of Midtown West but the broader community as well.</li> <li>d. The development team will work with Motor City Match (MCM) to attract local entrepreneurs to this space. The development team encourages NAC members to submit businesses into MCM. Accordingly, the development team will work to establish rental rates that reflect the market at the time of lease up.</li> </ul>	<p><b>LOCAL BROKER AND COMMUNITY OUTREACH TO DETERMINE RETAIL TENANTS</b></p> <p><b>WORK WITH DEGC TO FIND LOCAL ENTREPRENEURS FOR RETAIL SPACE</b></p> <p><b>RENTAL RATES TO REFLECT MARKET AT TIME OF LEASE UP</b></p>

**NEIGHBORHOOD ADVISORY COUNCIL PROJECT IMPACTS**

<b>NAC REQUEST + PROJECT IMPACTS</b>	<b>RESPONSE</b>	<b>COMMUNITY BENEFIT SUMMARY</b>
<p><b>labor and hiring.</b></p> <ul style="list-style-type: none"><li><b>a. Prioritize local hiring and commit to using responsible contractors who respect collective bargaining rights for janitorial, maintenance, landscaping, and security contracts;</b></li><li><b>b. Prioritize Detroit-based and minority-owned contractors.</b></li></ul>	<p>a. + b. The developer commits to hiring a minimum of 51% local contractors, to the extent possible, for the construction of the development. At this time the developer is unable to commit to hiring union labor for janitorial, maintenance, landscaping, and security contracts.</p>	<p><b>COMMITMENT TO HIRING 51% LOCAL CONTRACTORS DURING CONSTRUCTION</b></p>

## NEIGHBORHOOD ADVISORY COUNCIL PROJECT IMPACTS

<b>NAC REQUEST + PROJECT IMPACTS</b>	<b>RESPONSE</b>	<b>COMMUNITY BENEFIT SUMMARY</b>
<p><b>environmental health.</b></p> <ul style="list-style-type: none"><li><b>a. Create as much permeable surface as possible</b></li><li><b>b. Use energy efficient appliances and renewable energy sources where possible</b></li><li><b>c. Offer recycling and composting services</b></li><li><b>d. Buffer the development from the noise and pollution of the freeway</b></li></ul>	<ul style="list-style-type: none"><li>a. The developer will study sustainable methods for the development such as storm water retention.</li><li>b. The developer commits to build to certain Enterprise Green Communities Standards, including energy star appliances, water conserving plumbing fixtures and energy efficient lighting.</li><li>c. The developer will offer recycling services for all buildings. The developer will need to study local providers for composting services to determine if this is a feasible service to offer.</li><li>d. The development will include street trees along the service drive to serve as a buffer. The developer has yet to determine the heating and cooling systems for the development. One of the criteria that will be utilized in selecting the heating and cooling system for buildings along the lodge access road will be to minimize penetrations of the building's exterior walls. The developer will utilize windows that have an OITC rating of 28 for windows that front along the lodge access road. Based upon the developer's experience, windows with an OITC rating of at least 28 will provide sufficient noise buffer within the units.</li></ul>	<p><b>DESIGN SENSITIVE TO STORMWATER RETENTION</b></p> <p><b>ENTERPRISE GREEN COMMUNITIES STANDARDS</b></p> <p><b>RECYCLING SERVICES</b></p> <p><b>INDUSTRY STANDARD HVAC + WINDOWS WITH A 28+ OITC NOISE RATING</b></p>



FINAL  
NAC APPROVED CBO SUMMARY

**COMMUNITY BENEFIT SUMMARY**

1. Commitment to an additional 1.5 acres of public space (minimum) within 12 min walk of Wigle
2. Public access to pedestrian walkways and open space
3. Contiguous one-acre public park
4. Public design process for public park
5. Park design will accommodate people of all ages and abilities, including kids and families
6. Commitment to contribute \$50,000 to CCNDC for community space building improvements
7. Commitment to work with Council to offer deeper affordability, Option 3 2.5% of rental units at 80% AMI, 5% of rental units at 60% AMI, 2.5% of rental units at 40% AMI
8. Defined local marketing plan for affordable units
9. Restoration of street grid to reconnect to neighborhood to the extent possible
10. Design by renowned professionals
11. Pedestrian focused urban design
12. Housing unit mix for all ages, family sizes, and abilities
13. Commitment to support art within the public park
14. Participation in pre-existing mesh network connection
15. Assess retail options through community outreach performed by local broker
16. Retail rental rates to reflect market at the time of lease up
17. Work with MCM to identify local entrepreneurs for retail space
18. 51% local contractors, to the extent possible, during construction
19. Design sensitive to storm water mitigation
20. Enterprise green communities standards
21. Recycling services
22. Industry standard HVAC
23. Double pane windows with 28+ OITC rating that increase energy efficiency and reduce noise

FINAL  
NAC APPROVED CBO SUMMARY



1. PDH will notify PDD of which units are being designated as affordable units
2. PDH and Marketing Agent will establish a PO box, email address or call service box for questions/applications
3. When PDH is ready to begin marketing the units, PDH will erect a marketing sign @ the Project Site. PDH will post advertisements in newspapers and other media outlets
4. PDH will send a copy of the advertisement to any persons that have been placed on the project interested party list.
5. Applicant's compliance information will be reviewed by PDH. Applicant to be notified of status/comments.
6. Lease to be signed prior to Applicant move in
7. PDH to maintain final log w/initial rent roll for all affordable units

FINAL  
NAC APPROVED CBO SUMMARY



PDH will implement the NAC selected affordability option in the rental units of Phase 1 & Phase 2. Phase 1 will have ~80 rental units. The NAC voted to support the following affordable option:

- 2.5% affordable units (~2 units) at 80% at Wayne County AMI; 5% affordable units (~4 units) at 60% Wayne County AMI; 2.5% (~2 units) affordable at 40% AMI

## **E. MEETINGS**

### ***Tuesday, May 23 2017 at 5:30pm - 7:30pm: Project Introduction & Developer Presentation***

The first meeting of the CBO process was held at Detroit Delta Preparatory Academy, 3550 John C Lodge Fwy, Detroit, MI 48201. The purpose of this meeting was: 1) To allow the developers to present the project to the public; 2) Explain the Community Benefits Ordinance and the NAC selection process; 3) To get feedback from the general public on impacts of the project.

- 1) R. Steven Lewis from PDD opened the meeting and presentation<sup>3</sup> with introductions of the development team and staff
- 2) The development team gave an overview of the development project
- 3) Karen Gage and R. Steven Lewis discussed the Community Benefits Ordinance, the Impact Area, and the process to select the Neighborhood Advisory Council

### ***Issues Raised by the Community Present***

The community raised a number of issues. Below are the principle issues raised in the forum:

- 1) Concern expressed about the development of the RFP for the sale of the park land; why the community was not engaged in the design of the RFP
- 2) Concern expressed by the community as to why the skate park that was currently operating on the site was not incorporated into the RFP
- 3) Concern expressed by the community about the decommissioning of the Wigle Recreation Center and Playfield; why the community was not involved in the decision to decommission the park
- 4) Question concerning the financial proformas of the development team; why the rents of rental units and price of the for sale units were not presented

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<sup>3</sup> See APPENDIX 06 – May 23, 2017 Presentation

**Tuesday, June 6 2017: NAC Selection**

The second meeting of the CBO process was held at Jumbo's, 3736 3rd Avenue, Detroit, MI, 48201. The purpose of this meeting was to have the Impact Area Residents select their nominees to serve on the Neighborhood Advisory Council. An agenda, project summary, and copy of the Community Benefits Ordinance was prepared and distributed to NAC members, the public, and the respective offices of City Council members. Officially, thirty-three people signed the sign-in-sheets.

***Election of NAC Members***

Two sign in sheets were provided. These were to indicate who was a resident of the Impact Area and who was not a resident of the impact area.

- Table 1: Sign-in for Impact Area Resident (those that live within the Impact Area)
- Table 2: Sign-in for Residents that live outside the Impact Area (those that do not live within the Impact Area)

Karen Gage, PDD, provided an overview of the Midtown West Project and a handout. She also provided a review of Community Benefits Ordinance (CBO) and Neighborhood Advisory Council (NAC) Frequently Asked Questions Hand Out.

Those who were impact area residents indicated if they wished to be considered a NAC Candidate. Those names were scribed onto a large poster. The candidates that wished to be considered provided a two minute presentation as to why they wanted to serve on the NAC. Each candidate was required to provide proof of residence in the impact area.

Each Impact Area Resident was then able to place a dot next to the name of the candidate they wished to nominate to serve on the NAC. Votes were then tallied and the top two candidates were be selected to serve on the NAC.

Candidate names are as follows:

Cindy Darrah  
Derrick Dykas  
Francine Dorn

Jenny Lee  
Jesalyn Blount  
Lee Payne

Randy Lewarchik  
Samuel Merritt

Votes were tallied from the residents living in the defined impact area. **Derrick Dykas** and **Jenny Lee** were elected to serve on the council. The remaining nominees were considered for appointment by Council and the Planning & Development Department.

**Tuesday, July 11 2017 at 6pm located at CCNDC, 3535 Cass Ave., Detroit, MI 48201**

The third meeting of the CBO process was held at the Cass Corridor Neighborhood Development Corporation offices, 3535 Cass Avenue, Detroit MI 48201 on July 11<sup>th</sup> at 6pm. In advance of this meeting, the NAC emailed a list of questions regarding the development.

The purpose of this meeting was: 1) An introduction to, and seating of the full NAC; 2) To review the questions raised by NAC members and the general public and the response to those questions from PDD and the developer (3) For the PDD to explain that the project was on hold. An agenda and a handout of the questions and answers was prepared and distributed to NAC members, the public, and the respective offices of City Council members. Officially, six people signed the sign-in-sheet; however the attendance was greater.

- 1) Karen Gage opened the meeting to announce the order of presentation, and acknowledge the representative City Council members.
- 2) PDD presented the newly seated NAC and information packet including the agenda, a PowerPoint print out, and a hand out of questions and answers.<sup>4</sup>

Since there was an issue securing an adjacent piece of property required for the site plan to be developed as proposed, the NAC process was put on hold while the City of Detroit, the developer, and the adjacent land owner continued talks as to how the piece of land needed for the original design intent of the development site could be secured by the City or the developer.

***Questions Raised by the Community Present***

The NAC emailed a list of questions to PDD that they would like to have answered in advance of the community forum. Here is the list of questions and the response to those questions that were provided in advance of the meeting.

- ***We would like to review the developer's response to Section 3 in the RFP, Program Requirements and Guiding Principles, specifically for public open space, high quality site design, street grid and walkable streets, reinforcing the public realm, sustainable and equitable developments, and parking.***

The design for Midtown West was formulated around the notion of reopening 4th Street, from Selden to MLK, as requested by the RFP. We expanded the idea of reopening 4th Street with the proposed reopening of Tuscola and Brainard Streets. The reintroduction of the city grid is a critical component to enhancing the quality of walkability in the area. The park design is almost central to the development, located at the intersection of 4th and Tuscola. Parking, which is a considerable component of the development, is largely hidden from view from the city street grid.

From a sustainability perspective, PDH will design the various buildings within the development to incorporate many of the principles established by Enterprise Green Community design Guidelines <http://www.enterprisecommunity.org/solutions-and-innovation/green-communities/criteria> .

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<sup>4</sup> See APPENDIX 07 for PowerPoint.

PDH and its design team also focused on creating a variety of residential product types, including for sale and rental, affordable and market rate, as well as small scale neighborhood focused retail along Selden and 4th Streets.

- ***Can you provide a map of all the city owned properties within the impact area?***

Yes, it has been provided.

- ***How long is the tax abatement period for the development?***

Outside of the NEZ certificate, it is unclear if the developer will seek additional abatements at this time. An NEZ certificate is typically in place for 12 years. Any additional abatement requests will be submitted via City Council along with the NEZ application.

If the development team seeks additional abatements, a formal request to City Council would be prepared by the development team and HRD. As part of this process, the Legislative Policy Division ("LPD") would work with other City agencies to conduct a feasibility analysis of the request. LPD compiles a report that reviews the private investment of the developer and the public tax abatement request. The report will cover the potential gains or losses to the City's budget, resulting from an approval of the request. This analysis is done to determine the appropriate length of time of the abatement period. A City Council subcommittee will hold a public hearing where this information is presented, before City Council as a whole votes on the issue.

- ***Can we see the proforma for the development? Specifically, we're interested in how much public funding vs. private funding the project has, what their revenue projections are over the next 10 years, and how they anticipate rental rates changing over that period (both for the market rate and affordable units).***

Unfortunately, we are not able to share the developer's proforma in its entirety at this time; however, we have provided some information that may help answer the questions posed:

*How much public funding:*

Given part of the City's RFP requirements included the construction of public roadways and a public park, the developer's response included an initial assumption of a \$3 million dollar CDBG ask for public improvements to the site. They proposed that this money would go directly to the construction of these public amenities. This CDBG request is the only proposed public subsidy outlined in the developer's response. The City of Detroit has not yet received a formal application for this request. It is assumed that an amount of money, yet to be determined, will be provided by the City for roads (including sidewalks, lighting, street trees, etc.) and for the park. The City of Detroit and the developer will continue to work through the details of these improvements (including cost & funding).

*How much private funding:*

The developer has proposed investing \$74 Million.

**Rent Projections:**

The developer included market rate rent assumptions that range from \$2.30 PSF in phase I (2020) of the development to \$3.00 PSF in phase II (2022) of the development. The developer assumed a \$375 PSF for-sale price in phase I (2020) and \$400 PSF for-sale price in phase II (2022).

See chart on following page for additional information:

The following market rate assumptions are based upon the noted information and a 680 square foot unit

	Mid 2014* (Detroit)		End of 2016** Detroit)		Developer Projection (2020-2022)	
	PSF	Price	PSF	Price	PSF	Price
<b>RENTAL</b>	\$ 1.53	\$ 1,040	\$ 2.15	\$ 1,462	\$2.30-\$3.00	\$1,564-2,040
<b>FOR SALE</b>	\$ 213.00	\$ 144,840	\$ 250.00	\$ 170,000	\$375-400	\$270,000-\$286,000

**\*According to the 2014 Market Housing Study:**

<https://investdetroit.com/sites/default/files/documents/Downtown-Residential-Market-Study-2014.pdf>

- At the end 2014, the average per Square Foot Residential Rental Rates for New Construction and New Renovations
  - Rental Rate - \$1.53 per square foot (680 square foot apartment is \$1,271 per month)
  - For-Sale Average Condo Rate - \$213 per square foot (680 square foot condo is \$144,840)

**\*\*According to the information provided on the Midtown Detroit Inc.**

**website:** [http://midtowndetroitinc.org/sites/default/files/images/site-content/pdfs/MDI\\_Community\\_Development\\_Briefing\\_May2016A.pdf](http://midtowndetroitinc.org/sites/default/files/images/site-content/pdfs/MDI_Community_Development_Briefing_May2016A.pdf)

- At the end 2016, the average per Square Foot Residential Rental Rates for New Construction and New Renovations
  - Rental Rate - \$2.15 per square foot (680 square foot apartment is \$1,462 per month)
  - For-Sale Average Condo Rate - \$250 per square foot (680 square foot condo is \$170,000)

**Income Restricted Housing:**

Area Median Income for Detroit is defined by the average incomes across Wayne County, Macomb County, and Oakland County. The US Housing and Urban Development Department determines that a unit is affordable when 30% or less of an individual's / household's income is spent on rent.

The US Housing and Urban Development Department reevaluates AMI on an annual basis and updates affordable rents annually, as well. There is no cap or floor on how much affordable rents can change each year. Affordable rent changes are based on a change in AMI. Please see the charts below for more specific information on Wayne County AMI income limits and rent.



- **Can you send the site plan for street spacing, unit layout, building design, etc?**

Attached are the layouts and views submitted in the RFP response. In addition, information is posted on [www.detroitmi.gov/wigle](http://www.detroitmi.gov/wigle) under the link "Midtown West NAC Documents"

- **Are there any parking lots planned? What is the overall parking plan for the area?**

Yes, see attached document. There are on-site parking spaces provided (meaning parking provided for residents other than street parking). The parking lots are screened from view, therefore the parking lots are difficult to see in the renderings and site plan. At a minimum, the development project will provide 1 parking space per unit. The site plan shows 350 onsite parking spaces and 335 total units.

In addition, the development will provide space for shared car service (ie zip car) and will provide ample and secure bicycle storage space within each structure.

- **What is Wayne County AMI? 80% AMI? 50% AMI?**

Here is a link to the Wane County AMI:

[http://www.michigan.gov/documents/mshda/mshda\\_crh\\_il\\_67\\_income\\_limits\\_041417\\_558290\\_7.pdf](http://www.michigan.gov/documents/mshda/mshda_crh_il_67_income_limits_041417_558290_7.pdf)

Income*	1 Person	2 Person	3 Person	4 Person	5 Person
50%	24,050	27,450	30,900	34,300	37,050
60%	28,860	32,940	37,080	41,160	44,460
80%	38,480	43,920	49,440	54,880	59,280

\*Please note these do not include utility allowances

Rent By Bedroom	0 Bedroom	1 Bedroom	2 Bedroom	3 Bedroom
50%	601	643	772	891
60%	721	772	927	1,070
80%	962	1,030	1,236	1,427

- **Will the affordable units be integrated throughout, or clustered together?**

The developer has proposed a mixed-income development where affordable units are mixed throughout the site.

- **Will the affordable units be affordable indefinitely, or for a specified time period?**

The duration of affordability is closely tied to the funding structure of the units. For example, when the City of Detroit invests CDBG or HOME funds into the construction of affordable units of housing, that affordability is maintained for 30 years. As stated in a response to a question above, tax abatements affordability requirements vary. Units typically remain affordable for 12 years. LIHTC had additional affordability regulation tied to it that can exceed 15 years.

- **Will Tuscola Park be split by a road?** The plan currently shows the park being split by a road.

PDD would like to understand if there are any concerns that could be addressed through the modification of the site design.

- **Who owns the side lots on Selden and Third?** The taxpayer of record indicates Mary Coats owns these lots.
- **Who owns the lot on corner of 2nd and Selden. Next to Honest John's?** Our records show that the taxpayer that owns Honest John's owns the lot at the corner.
- **What is the status of the pool hall on Third?** The pool hall will not be impacted by the development project.
- **Who owns the vacant lot north of Third Ave?** The following map indicates the taxpayer of record for properties along Third Avenue, north of Selden Street.





**December 12, 2017 at 6pm located at CCNDC, 3535 Cass Ave., Detroit, MI 48201**

The fourth meeting of the CBO process was held at CCNDC offices at 3535 Cass Avenue at 6pm. The agenda for this meeting:

1. Review the community benefits ordinance
2. Evolution of the project; where we are today
3. Project discussion
4. Set next meeting date; next steps
5. *Amended Agenda Item: Review of Community Impacts*

The purpose of this meeting was to have the developer present the development project to the NAC, however at the start of this meeting, the NAC presented a list of community impacts. After Vince Keenan reviewed the community benefits ordinance and overview of the process, the development team presented an update on the project. The group then discussed the list of community impacts.<sup>5</sup>

After going through the items the NAC agreed to revise their list of impacts based upon the conversation with the developer. The NAC agreed to share their revised list with the developer before the next NAC meeting and agreed to meet again with the development team to further discuss the list of community impact items. The next meeting date was established for Tuesday January 16<sup>th</sup> at 6pm.

A summary of the items are as follows:

- Replace the seven acres of public recreation land that would be sold to private developers with an equal amount of new public green space in the impact area; would like more than a one acre park, perhaps a series of pocket parks.
- Engage area residents in the design of these green spaces, not just the one acre park. A place for kids to play
- Ensure the one-acre park is designed to be integrated with the neighborhood, developed as a community park, that is safely accessible, is contiguous, and is available to all ages and abilities.
- Affordability of the rental units should be set at lower rates to be in line with the income of Detroit residents, rather than the AMI that is an average of the tri-county incomes.
- Offer a diversity of unit sizes to attract seniors to families. Accommodate all age types, family sizes, and abilities.
- Hire local and WMBE
- Support digital inclusion in the neighborhood through the donation of broadband to the mesh network.
- Develop a community impact fund for affordable retail or commercial space, utilize ethical business practices for business attraction, and survey residents for what type of retail they would like in the community and where there are retail gaps.
- Include locally produced public art within the development.
- Clean the pedestrian bridge over the Lodge.
- Promote energy efficiency and storm water management practices throughout the project.

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<sup>5</sup> See **Appendix 08** for NAC List of Community Impacts - December 12, 2017

**Tuesday, January 16, 2018 at 6pm at CCNDC**

The fifth meeting of the CBO process was held at CCNDC, 3535 Cass Ave., Detroit, MI 48201 at 6pm. The purpose of this meeting was to present the developers initial response to the list of community impacts that were presented by the NAC.

The City of Detroit provided a response to the two questions raised directly to the City. The development team then presented their responses to the NAC requests.

There was a long discussion relative to the loss of park land within neighborhood. Here is a summary of the main concerns the community asked the City representatives:

- NAC presented that the community is going to lose park space and would like to see the 7-acres of parkland replaced by the City in the impact area.
- Other parkland has been sold in the area for development, in addition to this large park.
- GSD acknowledged a park deficit in the area and explained they are working on a planning framework to identify land and other improvements to park space in the area; however it is unlikely that 7-acres of land will be replaced in the impact area.

***Other questions raised by the NAC to the City relative to parks and open space***

- Will the City commit to replacing parkland in Midtown?
- What is the process and timeline to determine where parkland will be replaced and will City-owned land be held for recreation or park purpose – since much of it has been sold for development or is currently being advertised for development?
- Residents would be interested in seeing a series of pocket parks within the community for play lots.
- What is GSD’s timeline for selecting the area that will be replacing the 7-acres of park land used by this development - - in the impact area
- Will the developer pay for any improvements to replace the park land in the Impact Area?
- The new park that will be created out of this development must include a playscape area and a place for kids of all ages to play: playground equipment, basketball court, etc.
- Can the network of parks in the community replace what is being lost by this development

The developer handed out a document that outlined the response to a number of issues presented by the NAC and Council at the last meeting. The development team provided their initial response to the list of impacts<sup>6</sup>, as follows:

- Will the developer provide few affordable units at a deeper subsidy that is more in line with Detroit resident incomes?

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<sup>6</sup> See **Appendix 09** for NAC List of Community Impacts 12/12/17 with Developer Response in Red

- Will the developer provide a couple of options and financial models or options on what the subsidy level will be, and how many units the developer can provide at that level if subsidy?
- NAC suggested the developer meet with the Ford Foundation about affordable housing and that the developer work with CCNDC to market the affordable units in the neighborhood. NAC also asked to see marketing plan for the affordable units.
- NAC asked to see the developer's NET profits from the development and that the developer commit 5% of the NET profits to fund for affordability of housing units or retail units.

## 1. Green space.

- Increase the size of the proposed common greenspace by at least 1 acre;
  - *Developer Response:* The RFP required the developer to provide a park of at least 1 acre. And the developer is currently proposing a park of 1 acre. There is also green space within the development parcels that are not part of the 1 acre park area.
- Make it continuous, rather than divided by a street;
  - *Developer Response:* The developer's current design is for a park of 1 continuous acre.
- Ensure that it is visible and easily accessible to non-residents;
  - *Developer Response:* The Park is located along 4th Street between Tuscola and Brainard, making it easily accessible to both residents and non-residents.
- Ensure that it is wheelchair accessible, includes a playscape, picnic tables, and other amenities to be determined through a community engagement process.
  - *Developer Response:* The park will be designed in conjunction with the City of Detroit. The park will meet all ADA requirements for accessibility.

## 2. Affordability.

- Use average household income for Detroit to determine affordability, not Wayne County (\$401/mo. single person; \$453/mo. 2 ppl; \$551/mo 3 ppl; \$656/mo 4 ppl)<sup>7</sup>
  - *Developer Response:* The developer's response to the RFP utilized Wayne County AMI as the measure of affordability. Financial constraints on the development project do not allow us to market the affordable units using the City of Detroit AMI as the measure of affordability.

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<sup>7</sup> Chicago Federal Reserve Bank. "Essays on Issues." 2017 Number 376. Page 4

### **3. Community impact fund.**

- a. Commit 5% of each unit sold and 5% of profits from rental properties over the next 10 years to a fund that will mitigate the negative effects of rising real estate values on commercial and residential renters in the neighborhood, especially minority-owned businesses and low-income residents. <sup>8</sup>
  - *Developer Response:* The developer has committed to providing 20% of the rental units as affordable housing. Any additional financial burden on the development will adversely impact the feasibility of the development.

### **4. Inclusive, accessible design.**

- a. Design the site to be open and integrated with the surrounding neighborhood;
  - *Developer Response:* The developer is committed to high quality design. Neighborhood context is important in design. The developer has assembled a team of renowned design professionals who produce the highest caliber of work. The developer has spent considerable time working on the site plan and ensuring the reintegration of the road network will work well within the neighborhood and will produce a highly livable neighborhood experience.
- b. Invest in maintenance and landscaping of the pedestrian bridges over the Lodge;
  - *Developer Response:* The bridges over the Lodge are currently owned by MDOT. The developer is unwilling to provide any capital to finance work done on MDOT controlled property.
- c. Offer diverse unit types that can accommodate senior citizens, families with children, and people with disabilities.
  - *Developer Response:* The developer will comply with all accessibility requirements set forward in ADA guidelines. The developer will have a unit mix of Studio, 1 BR, 2 BR and 3 BR apartments in addition to townhomes. The units (other than townhomes) will be proportionately distributed amongst the affordable and market rate units. The affordable units will be evenly mixed throughout the buildings.

### **5. Historic and cultural preservation.**

- a. Commission Detroit artists to produce murals or other art depicting the history and cultural legacy of the Cass Corridor that is publicly visible in and around the development.
  - *Developer Response:* In appropriate locations the developer is willing to meet

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<sup>8</sup> Midtown Inc. has expressed willingness to administer such a fund

with and possibly to work with local artists. The developer cannot commit to murals on the exteriors of the buildings.

## **6. Retail selection.**

- a. Conduct a survey of residents to assess current gaps in local retail options;
  - *Developer Response:* The developer is willing to survey local residents for what retail would fit well in the Midtown West development.
- b. Analyze area income data to determine appropriate price points for selected businesses;
  - *Developer Response:* The developer will rely upon the retail tenants to set their price points.
- c. Use an ethical business matrix when selecting retail tenants that considers factors. Such as quality of product, affordability, treatment of workers, environmental sustainability.
  - *Developer Response:* The developer will consider what the neighborhood needs and attempt to lease the retail space to a tenant who is set up to be successful over the long term providing valuable services to not only the residents of Midtown West but the broader community as well.

## **7. Digital inclusion.**

- a. Dedicate at least one business class Internet connection to be shared with the Cass Co Neighborhood Wireless Network (consult with the Detroit Community Technology Project to determine appropriate placement and router configuration.)
  - *Developer Response:* The developer cannot commit to providing a wireless network connection at this time.

## **8. Labor and hiring.**

- a. Prioritize local hiring and commit to using responsible contractors who respect collective bargaining rights for janitorial, maintenance, landscaping, and security contracts;
  - *Developer Response:* The developer commits to hiring 51% local contractors during the construction of the development. At this time the developer is unable to commit to hiring union labor for janitorial, maintenance, landscaping, and security contracts.
- b. Prioritize Detroit-based and minority-owned contractors.
  - *Developer Response:* The developer commits to hiring a minimum of 51% local and will prioritize MWBE contractors during the construction of the



development.

## 9. Environmental health.

- a. Create as much permeable surface as possible;
  - *Developer Response:* The developer will study sustainable methods for the development such as storm water retention. The streets and the park will be designed to city of Detroit standards.
- b. Use energy efficient appliances and renewable energy sources where possible;
  - *Developer Response:* The developer commits to build to certain Enterprise Green Communities Standards. This will include energy star appliances, water conserving plumbing fixtures and energy efficient lighting
- c. Offer recycling and composting services.
  - *Developer Response:* The developer will offer recycling services in the rental and condo buildings. The developer will need to study local providers for composting services to determine if this is a feasible service to offer.

### ***Other Issues Raised by the Community Present to the Developer***

As the developer reviewed the items above with the NAC, the NAC asked for additional information and raised additional concerns. These concerns are summarized as follows:

- Will the developer provide few affordable units at a deeper subsidy that is more in line with Detroit resident incomes?
- Will the developer provide a couple of options and financial models or options on what the subsidy level will be, and how many units the developer can provide at that level of subsidy?
- NAC suggested the developer meet with the Ford Foundation about affordable housing and that the developer work with CCNDC to market the affordable units in the neighborhood. NAC also asked to see marketing plan for the affordable units.
- NAC asked to see the developer's NET profits from the development and that the developer commit 5% of the NET profits to fund for affordability of housing units or retail units.

**Monday, February 19, 2018 6pm at Allied Media Projects**

The sixth meeting of the CBO process was held at Allied Media Projects located at 4126 3rd Ave, Detroit, MI 48201 at 6pm. The purpose of this meeting was to continue the discussion of the developer's response to the list of community impacts that were presented by the NAC.<sup>9</sup>

- **Creativity Around Affordability**
  - Advertising of affordable units, identifying of who might rent them
  - Deeper discounts even if fewer units
    - Ordinance flexibility? Variance requested process?
    - Developer will explore financing
    - Length of time for all affordable units
  
- **Green Space**
  - City commitment to add more parks in the impact area
  - Developer commitment to collaborative design process (GSD Process?)
    - Full scope of recreational opportunities
  - Exciting Energetic Park!
    - Playscape, basketball, contiguous benches/tables
  
- **Community Impact Fund**
  - Donation to CCNCD for development of community center
    - Suggested: \$200,000
  - May be a process with City Council how fund is used
  
- **Wireless Network**
  - One rocket fiber account - \$75/month + routers + related tech
  - Contribute bandwidth to publicly accessible network
  - Frame as a free public service
  - Who owns router + account?
  
- **Retail Survey**
  - How? Who? Pay? Meaningful?
  - Community Needs Assessment has recently been done (JFM)
  - Downtown Development Authority (Jane Morgan-Focus Group) has done retail study
  - Need: retail options for lower and middle income residents
  - Type of Retail:
    1. Quality of product
    2. Affordability
    3. Treatment of workers

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<sup>9</sup> See **APPENDIX 10** for meeting notes.

- 4. Locally/Detroit owned
  - Rent: current rate: \$26 per sq. ft. / \$15 per sq. ft.-----**\$18 now**
    - How do we determine affordability?
  - Developer Factors: leasing that space in a location that is not a retail strip (**send them ideas of retail types**)
  - They will work with existing programs to identify businesses/retail (such as Motor City match)
    - 7,500 sq. ft. / 10 units
    - Creative approaches to affordability
  - Action: Surveys... what has been done?
- **Air Quality? / Sound near highway**
  - Next to freeway/tree buffer
- **Rental Units**
  - We want 3 bedroom rentals- family rentals

**Monday, April 09, 2018 at 6:00 PM at 6pm at CCNDC**

At this meeting between the NAC and the development team, the Agenda is as follows:

- Update from the Recreation Department on Community Engagement and Park Planning
- Review of the Developers Response to Community Impacts

**Parks**

Brad Dick and Meagan Elliot of the General Services Department and the Recreation Department were present to respond to NAC concerns specifically to parks:

- The City-led public engagement process for a renovated Wigle Park, to address the NAC raised concern that the developer would design the public park, without community input.
- The addition of new park space in Midtown to address the NAC raised concern loss of park space in the community by this development (and the loss of park space to other recent development projects in the neighborhood)

Brad Dick reported that the City will lead a public engagement process with stakeholders to determine the use and improvements to be made to the 1-acre Wigle Park. This one-acre park will be community designed with GSD. The park will be owned and maintained by the City. This public process will include three community meetings. These engagement meetings will begin within 90 days of the closing of the land sale.

Brad Dick also reported that the City has identified one and a half acres of additional park land that is in a 12 minute walk of the Wigle site. This land will be acquired by the Recreation Department and put into service within 12 months of the land sale closing. The public engagement process on what the design of these parks will include will take place at the same time the engagement process for Wigle takes place.

An agenda and the copy of the handout provided by the General Service Department (GSD) has been included in **Appendix 11**.

**Community Benefits Summary**

The remainder of this meeting was dedicated to reviewing the Wigle Community Benefits Summary, presented by the development team in response to the community listed impacts. Karen Gage reviewed all of the times with the NAC has had more

discussion on these topics.

The Community Benefits Summary reviewed at this meeting can be found in **Appendix 12**.

At this meeting the NAC expressed support for the package as a whole, with modifications. There were two items that were not fully addressed. Specific areas of concern:

- What are the affordability breakdowns and can the developer offer more units at a deeper affordability option?
- Will CCNDC accept \$50,000 from the development team for community space? The request was for \$200,000 to replace community space in the neighborhood.

In addition, Councilmember Castañeda Lopez asked if the developer would be providing union labor to run the facility. Or at minimum, a commitment to using Detroit based, locally owned/minority company for the janitorial, maintenance, landscaping and security contracts.

It was decided that any outstanding issues would be addressed via email communication. Attached is **Appendix 13** that summarizes the email exchange between the City, Developer, and NAC to resolve the final options.

## **Approval of the Community Benefits Summary for the Midtown West Development**

On **April 9th 2018**, the Neighborhood Advisory Council met for the last time to conclude the negotiations for the Midtown West Development (commonly referred to as the “Wigle NAC”) agreed in principle to the terms of the proposed Community Benefits Provision as outlined in the Community Benefits Summary report prepared by Karen Gage, Planning and Development Department. At this meeting, all items of the Community Benefits Summary Report were agreed to by the NAC, with revisions. There were two (2) outstanding items that needed to be confirmed via electronic communication. Those two issues were the affordability option and the offer of a donation \$50,000 for community space upgrades within the Cass Corridor Neighborhood Development Corporation (CCNDC).

On **May 23, 2018**, Karen Gage sent the final draft of the agreement, including minor corrections submitted by the NAC at the April 9th meeting, in an email from NAC member Leslie Malcolmson on June 6, 2018 to the Wigle NAC Agreement (**APPENDIX 13**). At that time, PDD also solicited the vote counts on both remaining issues: a contribution from the developer to the Cass Corridor Neighborhood Development Corporation (CCNDC) to mitigate the loss of the recreational space at Wigle Playfield and the preferred affordability structure for the final project.

### **Summary of Wigle NAC Vote Counts on the outstanding CBA issues:**

- The three affordability options were: (1) Following the City Ordinance with approximately 35 affordable units based on household income of \$34,771; (2) 10% affordable units at 60% AMI based on household income of \$26,078; (3) 2.5% affordable units at 80% at Wayne County AMI, 5% affordable units at 60% Wayne County AMI, and 2.5% affordable at 40% AMI. On June 1, 2018, Jenny Lee of the Wigle NAC relayed the vote count on the affordability option with 3 votes for option 1, 4 votes for option 3, and 2 non-responses.
- It should be noted that although the group did select this option, the group did want to see a greater number of units provided across this particular spread.

And,

- On July 2, 2018, Jenny Lee of the Wigle NAC relayed that the NAC had voted to enshrine the offer of \$50,000 to the CCNDC into the Wigle CBA, with 4 votes for “yes,” one “no,” one recusal, and 3 non-responses.

Receipt of the second vote concluded the CBA and any unresolved issues. This final Community Benefits Agreement (**APPENDIX 14**) composed of the provisions and consensus outlined in this report is to be submitted as part of the Midtown West Development Agreement to the Honorable Members of the City of Detroit Common Council with the support of the Wigle NAC.

**APPENDIX**

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14	Negotiated Community Benefits	ATTACHMENT

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**NOTICE OF ENACTMENT OF ORDINANCE**  
**To: THE PEOPLE OF DETROIT, MICHIGAN.**

Through an initiative submitted by City Council resolution, the people of the City of Detroit adopted the following ordinance at the November 8, 2016 General Election:

**ORDINANCE NO. 35-16**  
**CHAPTER 14.**  
**COMMUNITY DEVELOPMENT**  
**ARTICLE XII.**  
**COMMUNITY BENEFITS**

IT IS HEREBY ORDAINED BY THE PEOPLE OF THE CITY OF DETROIT THAT:

**Section 1.** Chapter 14 of the 1984 Detroit City Code, *Community Development*, is amended by adding Article XII, *Community Benefits*, which consists of Sections 14-12-1 through 14-12-5, to read as follows:

**CHAPTER 14.**  
**COMMUNITY DEVELOPMENT**  
**ARTICLE XII.**  
**COMMUNITY BENEFITS**

**Sec. 14-12-1. Purpose; Title.**

(a) The City is committed to community outreach and engagement that promotes transparency and accountability and ensures development projects in the City of Detroit benefit and promote economic growth and prosperity for all residents.

(b) This article shall be known as the "Detroit Community Benefits Ordinance."

**Sec. 14-12-2. Definitions.**

*Community Benefits Provision* means the agreement made by and between the Planning Director and the Developer which specifically addresses the issues raised by the NAC.

*Enforcement Committee* means a committee led by the City's Corporation Counsel and composed of representatives from the Planning and Development Department, Law Department, Human Rights Department, and other relevant City departments as determined by the Planning Director.

*Impact Area* means an area determined by the Planning Director that includes all census tracts or census block groups in which the Tier 1 Project is located, and any other areas as determined by the Planning Director.

*NAC* means the Neighborhood Advisory Council.

*Planning Director* means the Director of the City of Detroit's Planning and Development Department, or a member of the Planning Director's staff working on behalf of the Planning Director.

*Tier 1 Development Project* means a development project in the City that is expected to incur the investment of Seventy-five Million Dollars (\$75,000,000) or more during the construction of facilities, or to begin or expand operations or renovate structures, where the developer of the project is negotiating public support for investment in one or both of the following forms:

(1) Any transfer to the developer of City-owned land parcels that have a cumulative market value of One Million Dollars (\$1,000,000) or more (as determined by the City Assessor or independent appraisal), without open bidding and priced below market rates (where allowed by law); or

(2) Provision or approval by the City of tax abatements or other tax breaks that abate more than One Million Dollars (\$1,000,000) of City taxes over the term of the abatement that inure directly to the Developer, but not including Neighborhood Enterprise Zone tax abatements.

*Tier 2 Development Project* means a development project in the City that does not qualify as a Tier 1 Project and is expected to incur the investment of Three Million Dollars (\$3,000,000) or more, during the construction of facilities, or to begin or expand operations or renovate structures, where the Developer is negotiating public support for investment in one or both of the following forms:

(1) Land transfers that have a cumulative market value of Three Hundred Thousand Dollars (\$300,000) or more (as determined by the City Assessor or independent appraisal), without open bidding and priced below market rates; or

(2) Tax abatements that abate more than Three Hundred Thousand Dollars (\$300,000) of City taxes over the term of the abatement that inure directly to the Developer, but not including Neighborhood Enterprise Zone tax abatements.

**Sec. 14-12-3. Tier 1 Projects.**

(a) *Community Engagement Process for Public Meeting.*

(1) Prior to submitting to City Council a request for approval of Land transfers or Tax abatements related to a Tier 1 Project, the Planning Director shall hold at least one public meeting in the Impact Area as defined in this Section.

(2) The City Clerk shall forward notice of the public meeting via First Class Mail no less than 10 days before such meeting to all City of Detroit residents within three hundred radial feet of the Tier 1 Project. The notice shall include:

a. The time, date and location of the public meeting;

b. General information about the Tier 1 Project;

c. A description of the Impact Area and the location of the Tier 1 Project;

d. Information related to potential impacts of the Tier 1 Project and possible mitigation strategies; and

(3) In addition to the notice requirement contained in Subsection (2) of this section, the Planning Director shall work with the District Council Member or Members representing the district or districts where the Tier 1 Project is located and at least one At-Large Council Member to ensure that local residents, businesses, and organizations, especially those located in the Impact Area and those expected to be directly impacted by the Tier 1 project are informed of the public meeting.

(4) At the public meeting, the Planning Director will present general information about the Tier 1 Project, discuss ways in which the Tier 1 Project is anticipated to impact the local community, and ways in which the Developer and the Planning Director plan to address or mitigate these impacts.

(5) City Council shall appoint a liaison from the Legislative Policy Division to monitor the community engagement process and provide updates to the City Council.

(6) The Planning Director shall provide notice to the liaison of all upcoming meetings and activities associated with the community engagement process related to the Tier 1 Project.

(b) *Neighborhood Advisory Council.*

(1) The Planning Director will accept nominations to the NAC from any person that resides in the Impact Area.

(2) All residents over the age of 18 that reside in the Impact Area are eligible for nomination.

(3) The NAC shall consist of nine members, selected as follows:

a. Two Members selected by residents of the Impact Area chosen from the resident nominated candidates;

b. Four Members selected by the Planning Director from the resident nominated candidates, with preference given to individuals the Planning Director expects to be directly impacted by the Tier 1 Project;

c. One Member selected by the Council Member in whose district contains the largest portion of the Impact Area from the resident nominated candidates; and

d. One Member selected by the At-Large Council Members from the resident nominated candidates.

(4) If the Planning Director receives less than nine nominations, the Planning Director may seek out additional nominations from individuals that live outside the Impact Area but within the City Council district or districts where the Tier 1 Project is located.

(5) All actions of the NAC may be taken with the consent of a majority of NAC members serving.

(c) *Engagement with Developer.*

(1) In addition to the meeting required in Subsection (a)(1) of this section, the Planning Director shall facilitate at least one meeting between the NAC and the Developer to allow the NAC to learn more details about the project and to provide an opportunity for the NAC to make Developer aware of concerns raised by the NAC.

(2) City Council by a 2/3 vote of members present or the Planning Director may facilitate additional meetings which the Developer, or the Developer's designee, shall participate in as directed.

(3) As part of community engagement the developer, or their designee, shall be required to meet as directed.

(d) *Community Benefits Report.*

(1) The Planning Director shall provide a Community Benefits Report to City Council regarding the Tier 1 Project prior to the request for any approvals related to the Tier 1 Project.

(2) The Community Benefits Report shall contain:

a. A detailed account of how notice was provided to organize the public meeting.

b. A list of the NAC members, and how they were selected.

c. An itemized list of the concerns raised by the NAC.

d. A method for addressing each of the concerns raised by the NAC, or why a particular concern will not be addressed.

(3) The Planning Director, where possible, shall provide a copy of the Community Benefits Report to the NAC prior to submission to City Council.

(4) To ensure an expeditious community engagement process, the Planning Director, where possible, shall submit the initial Community Benefits Report within six weeks from the date the notice is sent of the public meeting.

(5) The Planning Director shall work with City Council to assure that, to the maximum extent possible, all of the approvals required of City Council may be considered simultaneously and subject to one approval vote.

(6) The Planning Director shall work with other City departments to facilitate that Tier 1 Projects receive expedited City-required approvals.

*(e) Development Agreement.*

(1) All development agreements made between the Developer and the City related to the land transfers or tax abatements associated with a Tier 1 Project shall include the Community Benefits Provision, which shall include:

a. Enforcement mechanisms for failure to adhere to Community Benefits Provision, that may include but are not limited to, clawback of City-provided benefits, revocation of land transfers or land sales, debarment provisions and proportionate penalties and fees; and

b. The procedure for community members to report violations of the Community Benefits Provision to the NAC.

c. The length of time that Annual Compliance Reports as outlined in Subsection (f)(2) of this section, are required to be submitted.

d. Continued community engagement or community meeting requirements.

(2) The Developer shall not be required to enter into a legally binding agreement with any individual or organization other than the City for the express purpose of fulfilling the requirements of this ordinance or other City-mandated community engagement processes.

(3) The Developer may voluntarily enter into any contract or agreement related to the Tier 1 Project that does not pose a conflict of interest with the City.

*(f) Enforcement.*

(1) An Enforcement Committee shall be established to monitor Tier 1 projects.

a. The Enforcement Committee shall be comprised of, at minimum, the following four individuals:

i. Corporation Counsel for the City of Detroit; or their designee;

ii. a representative from the Planning and Development Department;

iii. a representative from the Law Department;

iv. a representative from the Human Rights Department.

b. In addition to the members of the Enforcement Committee as identified in Subsection (1)a of this section, the Planning Director may require that other departments participate in the Enforcement Committee as needed.

(2) The Enforcement Committee shall provide a biannual compliance report to the City Council and the NAC for the time period identified in the Community Benefits Provision.

(3) The Planning Director shall facilitate at least one meeting per calendar year between the NAC and the Developer to discuss the status of the Tier 1 Project for the time period identified in the Community Benefits Provision.

(4) The NAC shall review any allegations of violations of the Community Benefits Provision provided to it by the community, and may report violations to the Enforcement Committee in writing.

(5) Upon receipt of written notification of allegations of violation from the NAC, the Enforcement Committee shall investigate such allegations and shall present their written findings to the NAC based upon the following:

a. Whether the Developer is in compliance with the Community Benefits Provision; and

b. How the Community Benefits Provision will be enforced or how violations will be mitigated.

(6) The findings of the Enforcement Committee shall be presented to the NAC no later than 21 days from the date the violations were reported to the Enforcement Committee, unless the need for additional time is reported to City Council and the NAC within the original 21 day time frame.

(7) If the NAC disagrees with the findings of the Enforcement Committee or determines that the Enforcement Committee is not diligently pursuing the enforcement or mitigation steps outlined in its findings, the NAC may send notice to the Enforcement Committee, and the Enforcement Committee shall have 14 days from receipt of notice to respond to the concerns outlined.

(8) If the NAC is not satisfied with the Enforcement Committee's response, the NAC may petition the City Clerk and request that City Council schedule a hearing with opportunity for both the Enforcement Committee and the NAC to present information related to the alleged violations of the Community Benefits Provision and any enforcement or mitigation efforts that have occurred.

(9) If City Council elects to hold a hearing, or based upon the written information submitted, City Council shall determine whether the Enforcement Committee has made reasonable efforts to ensure that the Developer has complied with the Community Benefits Provision.

a. If City Council determines that the Enforcement Committee has made reasonable efforts, City Council shall notify the NAC and the Enforcement Committee of their findings.

b. If City Council finds that the Enforcement Committee has not made reasonable efforts, City Council shall make specific finding to the Enforcement Committee on the steps that need to be taken to comply with the Community Benefits Provision.

i. The Enforcement Committee shall provide City Council and the NAC monthly updates on compliance actions until City Council adopts a resolution declaring that the Developer is in compliance with the Community Benefits Provision or has taken adequate steps to mitigate violations.

ii. City Council may hold additional hearings related to enforcement of the Community Benefits Provision as needed.

**Sec. 14-12-4. Tier 2 Projects.**

(a) Developers shall:

(1) Partner with the City, and when appropriate, a workforce development agency to promote the hiring, training and employability of Detroit residents consistent with State and Federal Law.

(2) Partner with the Planning Director to address and mitigate negative impact that the Tier 2 Project may have on the community and local residents.

(b) The Developer's commitment as identified in Subsection (a) of this section shall be included in the development agreements related to any land transfers or tax abatements associated with the Tier 2 Project for which the Developer seeks approval.

**Section 14-12-5. Exemptions.**

The requirements of this ordinance may be waived by resolution of the City Council upon submission by either the Planning Director or the Developer identifying reasons that the requirements of this ordinance are impractical or infeasible and identifying how the Developer will otherwise provide community benefits.

**Section 2.** All ordinances, or parts of ordinances, that conflict with this ordinance are repealed.

**Section 3.** This ordinance is declared necessary for the preservation of the public peace, health, safety, and welfare of the People of the City of Detroit.

**Section 4.** The article added by this ordinance has been enacted as comprehensive local legislation. It is intended to be the sole and exclusive law regarding its subject matter, subject to provisions of state law.

(J.C.C. page ):

Passed:

Approved: November 8, 2016

Certified by the Board of

County Canvassers: November 22, 2016

Published: November 29, 2016

Effective: November 29, 2016

JANICE M. WINFREY

Detroit City Clerk

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PDH DEVELOPMENT GROUP – MIDTOWN WEST DEVELOPMENT

Wigle Site Overview

- 7 acre City owned site
- Decommissioned park



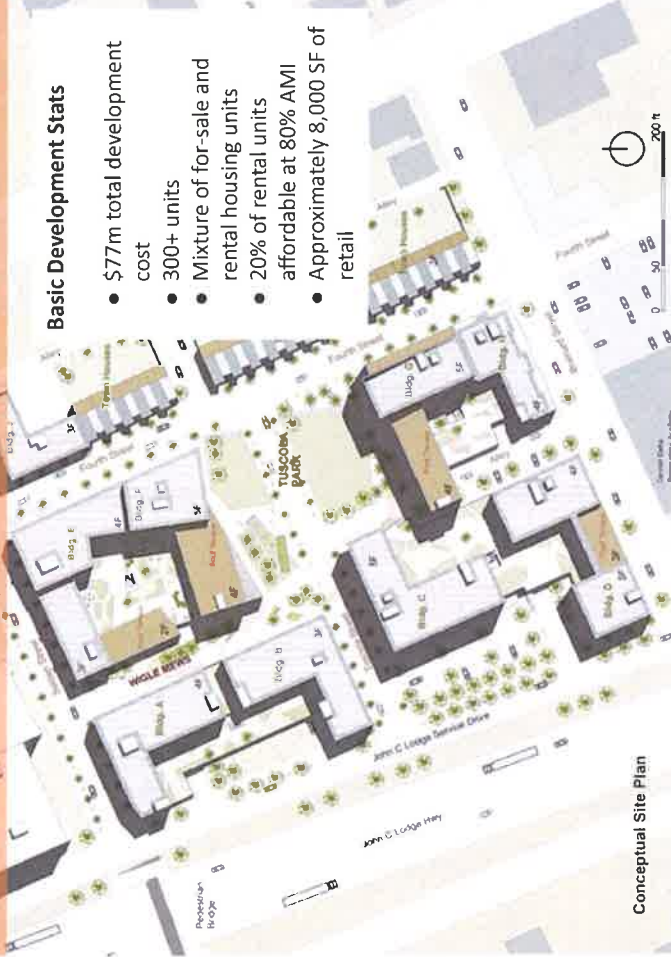
Request for Proposal Guidelines and Requirements for Wigle Site

- At least one acre of public space
- Street grid construction from Selden to Martin Luther King Blvd
- At least 50% of housing units must be for-sale
- 20% of rental units to be available to individuals @ 80% AMI (between \$37k - \$42k)

PDH DEVELOPMENT GROUP – MIDTOWN WEST DEVELOPMENT

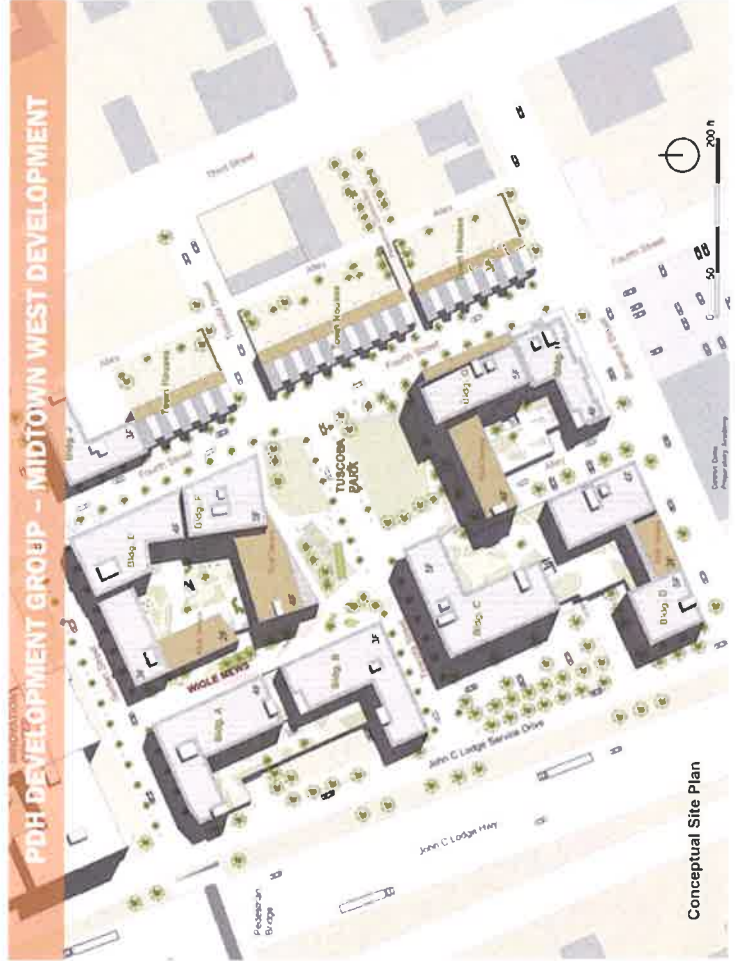
**Basic Development Stats**

- \$77m total development cost
- 300+ units
- Mixture of for-sale and rental housing units
- 20% of rental units affordable at 80% AMI
- Approximately 8,000 SF of retail



Conceptual Site Plan

PDH DEVELOPMENT GROUP – MIDTOWN WEST DEVELOPMENT



Conceptual Site Plan

PDH DEVELOPMENT GROUP – MIDTOWN WEST DEVELOPMENT



10-Acre Public Park Concept

PDH DEVELOPMENT GROUP – MIDTOWN WEST DEVELOPMENT



Aerial of Site Plan

PDH DEVELOPMENT GROUP – MIDTOWN WEST DEVELOPMENT



View of Public Mews Concept

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Woodward Ave

Impact Area / Mailing Area

Cass Ave

2nd Ave

3rd Ave

Census Tract 5204

Project Site

W Forest Ave

John C Lodge Fwy

Selden St

Martin Luther King Jr. Blvd

Peterboro St

Grand River Ave

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The City of Detroit invites you to attend...

# Wigle Development Public Kickoff Meeting

## COME JOIN US!

As part of the Community Benefits Ordinance process the **City of Detroit invites you to attend a public kickoff meeting to review and comment on the Wigle Development Project.**

PDH Development Group is reaching out to the community to receive input on a new mixed-used project in Midtown. PDH will spend \$77 million to transform the former Wigle Recreation site to provide a new one-acre public park, more than 300 new residential units, and over 8,000 square feet of retail. Twenty percent of the rental units will be affordable housing for residents making a maximum of 80 percent of the area median income.

**Tuesday, May 23, 2017**

Light refreshments will be provided

## Detroit Delta Preparatory Academy

3550 John C Lodge Fwy  
Detroit, MI 48201

5:30pm - 7:30pm

See back of page for map & parking info.

Interpretation service for the hearing impaired will be provided.

For more information please visit [detroitmi.gov/wigle](http://detroitmi.gov/wigle)

## Map & Parking Info



**P** Parking located in rear of building, off Brainard Street

**PER ORDINANCE NO. 35-16: AT A MINIMUM, LEGAL MEETING NOTICE IS TO BE SENT TO RESIDENTS LIVING WITHIN 300 FEET OF THE WIGLE DEVELOPMENT**

## **WIGLE DEVELOPMENT PUBLIC MEETING COMMUNITY BENEFIT KICKOFF**

### **DATE & TIME**

Tuesday, May 23, 2017  
5:30pm – 7:30pm

### **LOCATION**

Detroit Delta Preparatory Academy  
3550 John C. Lodge Fwy  
Detroit, MI 48201  
(see attached map and flier for more info)

### **GENERAL PROJECT INFORMATION**

The City of Detroit welcomes the Midtown West Development headed by PDH Development Group, a partnership between Detroit-based developer Roderick Hardamon and New York-based developer Mario Procida. PDH Development Group is purchasing the former 7 acre Wigle Recreation site from the City of Detroit to develop a mixed-use, mixed-income project over \$75 million that will bring approximately 335 new residential units (20% of rental units will be affordable), over 8,000 square feet of retail space, and a new one-acre of public park to the vacant site of the former Wigle Recreation Center, helping meet the ever-increasing demand for housing in the City of Detroit.

The Impact Area, determined by the Planning & Development Department, is defined by W Forest Avenue on the North, Cass Avenue on the East, Peterboro Street on the South, and the John C Lodge Freeway on the West. (See attached map) Any resident over the age of 18 is eligible to be selected to serve on the Neighborhood Advisory Council, to be established per the recently passed Community Benefits Ordinance (ORDINANCE NO. 35-16).

The project, which is expected to break ground by fall 2018 and will be completed in two phases.

- **Phase I** will include approximately half of the 335 proposed new residential units. Phase I also includes the construction of 8,000 square feet of new rental space, the new one acre public park, and a new street grid. The new grid will see the reopening of 4th Street from Selden to Brainard and the rebuilding of Tuscola Street from 3rd Street to the Lodge access road.
- **Phase II** will see the completion of the residential units and some commercial space.

### **POTENTIAL IMPACTS & MITIGATION STRATEGIES**

The City of Detroit is aware of and acknowledges expressed community concerns related to this project in the following areas. Please bring any concerns to the conversation on the evening of May 23<sup>rd</sup> and come ready to engage in the Community Benefits Process for this exciting new project.

#### **A. LANDSCAPE & PUBLIC OPEN SPACE IMPROVEMENTS**

- Public Access to Public Open Space
- Beautification efforts to improve the overall quality of the landscape

#### **B. WORKFORCE DEVELOPMENT**

- 51% of the hours worked on the project must be worked by Detroit residents
- Two hundred temporary jobs related to construction will be created
- Over 100 temporary jobs and 11 permanent jobs are expected to go to Detroiters



Please visit [www.detroitmi.gov/wigle](http://www.detroitmi.gov/wigle) for additional project information and to learn more about the Community Benefits Ordinance Process

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## **CBO Meeting Overview**

### **NAC MEETING SCHEDULE**

**MAY 23, 2017 – FIRST PUBLIC MEETING – PROCESS INTRODUCTION**

**June 6, 2017 – NAC RESIDENT SELECTION**

**July 11, 2017 – MEETING WITH FULL NAC COUNCIL**

**December 12, 2017 – MEETING WITH DEVELOPERS AND FULL NAC COUNCIL**

**January 16, 2018 – NAC DISCUSSION: POTENTIAL PROJECT IMPACTS + MITIGATIONS**

**February 19, 2018 – NAC DISCUSSION: POTENTIAL PROJECT IMPACTS + MITIGATIONS CONT.**

**April 9, 2018 – PRESENTATION OF COMMUNITY BENEFITS**

**NAC WILL WORK WITH ENFORCEMENT COMMITTEE ON A BIENNIAL COMPLIANCE REPORT TO ENSURE DEVELOPER PROVIDES AGREED UPON COMMUNITY BENEFITS – DATES TO BE DETERMINED**

DRAFT

# Neighborhood Advisory Council Candidates

Hello! we are a group of nine long-time Cass Corridor residents hoping to represent our neighborhood in the negotiation of a Community Benefits Agreement with the developers of the proposed Midtown West development.

The NAC election will take place **Tuesday 6/6/17, 6:00pm** at **Jumbo's Bar: 3736 Third**



**Jesalyn Blount**



**Dave Dobbie**



**Fran Dorn**



**Shayla R. Griffin**



**Derrick Dykas**



**Leslie Malcolmson**



**Jenny Lee**



**Lee Payne**



**Chiquita Williams**

**Jessalyn Blount** is a native Detroit who has lived in the neighborhood for the past 9 years and has worked for community organizations such as the Cass Corridor Neighborhood Corporation, the Allied Media Conference, Detroit Summer, and Dally in the Alley. She is an avid cyclist and beginning gardener.

**David Dobbie** has lived in the neighborhood for 9 years and currently lives on Alexandrine with his wife and two children. David serves as Assistant to the President of the American Federation of Teachers Michigan (AFT/AFL-CIO), a union representing 35,000 members in PreK-12 schools, community colleges, and universities across the state. Before becoming staff at AFT Michigan, he worked as a labor educator at Wayne State University. David serves on the boards of several community organizations, including the Cass Corridor Neighborhood Development Corporation, Doing Development Differently in Detroit, the Michigan Coalition for Secure Retirement, and the Metro Detroit AFL-CIO's Bernie's Brigade Mobilization Committee.

**Fran Dorn** has been a resident of the neighborhood for more than 50 years. She has worked at St. Pat's Senior Center as a Registered Nurse since 1984, and been an active member of St. Pat's church since 1966. She raised four children in the neighborhood and helped establish Burton International school. She has organized community events, such as the annual Halloween Party and Brainard Park.

**Derrick Dykas** has lived and worked in the neighborhood for the better part of his adult life and is the founder of Community Push, the Non-profit that adopted Wigle in 2014. He's got passion for his neighborhood, recreation and wants the best for it's residents, new and old.

**Shayla R. Griffin** lives on Alexandrine with her husband and two children and has lived in the Cass Corridor for 7 years. Shayla is the Diversity and School Culture Consultant for the Washtenaw Intermediate School District. In addition, she consults with a number of other school districts and non-profit organizations on issues of social justice through her consulting firm, The People's Dialogue Project. She previously worked at Detroit Osborn High School and is also the author of the 2015 book, "Those Kids, Our Schools: Race and Reform in an American High School." Shayla received her Ph.D. and MSW from the University of Michigan and her B.A. from Spelman College—Atlanta, GA.

**Jenny Lee** is executive director of Allied Media Projects, a media, arts, and culture non-profit located at Third and Willis. She has lived at Second and Brainard for 12 years. She would like to see more development that honors the rich cultural history of the neighborhood and that meets the needs of low and no-income residents. As the parent of a toddler, she also wants to see more child-friendly amenities like parks and playgrounds.

**Leslie Malcolmson** has been a resident of the neighborhood for 32 years. She is currently retired, living at Cass and Willis. She would like to see more retail and residential buildings in the area, especially housing that is realistic, accessible, and affordable.

**Lee Payne** was born and raised in Detroit and is a graduate of Detroit Central High School. He has done AIDS/HIV outreach in Detroit. He is a DJ, a performance artist, and a bartender at Detroit City Distillery. He has lived in the neighborhood for the past nine 9 years.

**Chiquita Williams** has lived in the neighborhood since 2005. She is a part-time Teacher's Assistant at Bright Horizons and a Patient Attendant Safety at DMC Hospital. She believes a park is truly needed for our neighborhood. With all of these condos, apartments and lofts, there is no recreation for our children to play and explore. She would love to see playscapes, slides, basketball, sand and swings with floral landscapes surrounding the park. This is what our community desires for our children.

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# Herman Kiefer

Neighborhood Advisory Council

WIGLE COMMUNITY BENEFIT MEETING

## AGENDA

5:30 – 5:35 - Welcoming Remarks: Ninfa Cancel (District 6 Manager, DON) and R. Steven Lewis (Central Design Director, PDD)

5:35 – 5:45 - Remarks from Councilmembers

5:45 – 6:00 - Transaction Overview - HRD

6:00 – 6:15 – PDD Presentation: Community Benefits Ordinance and the Selection of Neighborhood Advisory Council

6:15 – 6:30 - PDH Development Group: Midtown West Project Overview

6:30 – 7:00 – Questions and Answers

# Hotel + Community Skate Park



# Herman Kiefer

WIGLE COMMUNITY BENEFIT MEETING



Brenda Jones  
Council President



Raquel Castañeda-López  
Council Member District 6



Janéc L Ayers  
Council Member At Large

Council Member Acknowledgement and Remarks

Wigle Site Overview

- 7 acre City owned site
- Decommissioned park



Request for Proposal Guidelines and Requirements for Wigle Site

- At least one acre of public space
- Street grid construction from Selden to Martin Luther King Blvd
- At least 50% of housing units must be for-sale
- 20% of rental units to be available to individuals @ 80% AMI (between \$37k - \$42k)

Basic Development Stats

- \$77m total development cost
- 300+ units
- Mixture of for-sale and rental housing units
- 20% of rental units affordable at 80% AMI
- Approximately 8,000 SF of retail



COMMUNITY BENEFITS ORINANCE  
and the  
NEIGHBORHOOD ADVISORY COUNCIL (NAC)

**WIGLE COMMUNITY BENEFIT MEETING**

**COMMUNITY BENEFITS ORINANCE and the NEIGHBORHOOD ADVISORY COUNCIL (NAC)**

**(c) Engagement with Developer.**

**(1)** In addition to the meeting required in Subsection (a)(1) of this section, the Planning Director shall facilitate at least one meeting between the NAC and the Developer to allow the NAC to learn more details about the project and to provide an opportunity for the NAC to make the Developer aware of concerns raised by the NAC.

**WIGLE COMMUNITY BENEFIT MEETING**

**COMMUNITY BENEFITS ORINANCE and the NEIGHBORHOOD ADVISORY COUNCIL (NAC)**

**(c) Engagement with Developer.**

**(1)** In addition to the meeting required in Subsection (a)(1) of this section, the Planning Director shall facilitate at least one meeting between the NAC and the Developer to allow the NAC to learn more details about the project and to provide an opportunity for the NAC to make the Developer aware of concerns raised by the NAC.

WIGLE COMMUNITY BENEFIT MEETING

NEIGHBORHOOD ADVISORY COUNCIL (NAC)

**Eligible members must be:**

- Residents of the impacted area
- At least 18 years of age



WIGLE COMMUNITY BENEFIT MEETING

NEIGHBORHOOD ADVISORY COUNCIL (NAC)

**The 9 NAC members are selected as follows:**

- 2 selected by **residents of the impacted area** (*resident selection is Tuesday at 5:30*)
- 4 selected by the City of Detroit **Planning and Development Department** (with preference given to residents expected to be directly impacted by project)
- 2 selected by the **At-Large Council Members** (Council Member Ayers and Council Presidents Jones)
- 1 selected by the local **District Council Member** (Council Member Raquel Castañeda-López) whose district contains the largest portion of the Impact Area

WIGLE COMMUNITY BENEFIT MEETING

NEIGHBORHOOD ADVISORY COUNCIL (NAC)

**NAC roles + Responsibilities**

- Attend at least 1. initial meeting with the NAC and the Developer
- Review Community Benefits Report written by the Planning and Development Department and Compliance Reports
- Continue to attend follow-up meetings the Developer to monitor progress and status of project

Resident Selection to take place Next Tuesday Evening

**Resident Pitch and NAC Selection Meeting**  
Jumbo's located at 3736 Third Ave, Detroit  
Tuesday, May 30<sup>th</sup> at 5:30pm

MIDTOWN WEST DEVELOPMENT – COMMUNITY MEETING

**NAC PROPOSED SCHEDULE**

MAY 23, 2017\* – FIRST PUBLIC MEETING – KICKOFF INTRODUCTION

MAY 30, 2017 – NAC RESIDENT SELECTION

JUNE 27, 2017 – MEETING WITH DEVELOPERS AND FULL NAC COUNCIL

JULY 5, 2017 – NAC DISCUSSION: POTENTIAL PROJECT IMPACTS + MITIGATIONS

JULY 18, 2017 – PLANNING AND DEVELOPMENT PRESENTS REPORT TO NAC

NAC WILL WORK WITH ENFORCEMENT COMMITTEE ON A BIENNIAL COMPLIANCE REPORT TO ENSURE DEVELOPER PROVIDES AGREED UPON COMMUNITY BENEFITS – DATES TO BE DETERMINED

PDH DEVELOPMENT GROUP – MIDTOWN WEST DEVELOPMENT



Conceptual Site Plan

PDH DEVELOPMENT GROUP – MIDTOWN WEST DEVELOPMENT

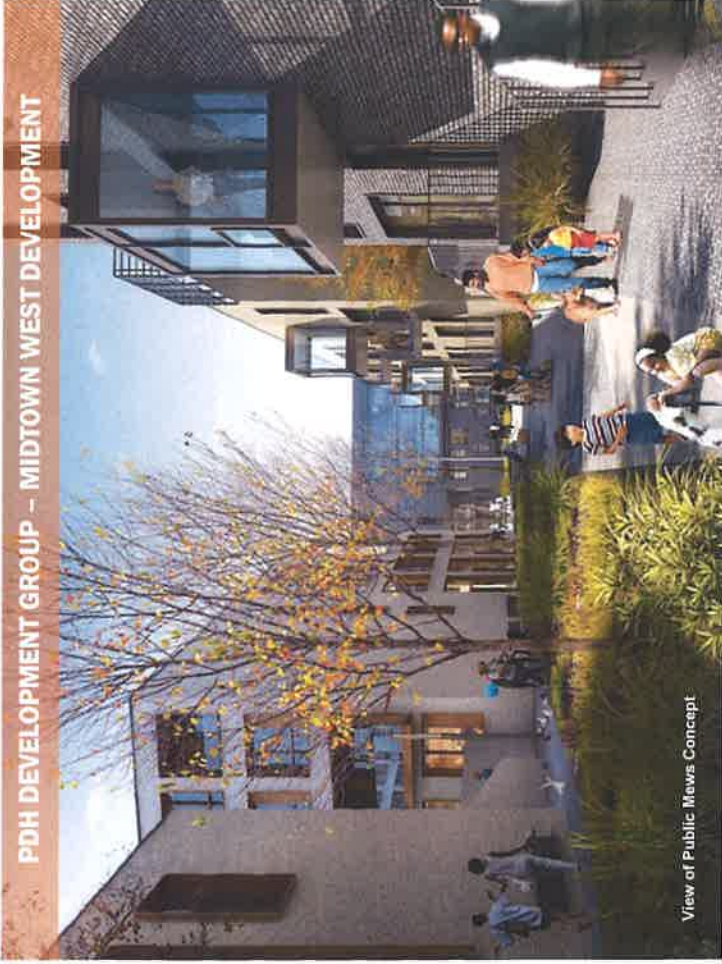


1-Acre Public Park Concept

PDH DEVELOPMENT GROUP – MIDTOWN WEST DEVELOPMENT



Aerial of Site Plan



View of Public Mews Concept

**NAC PROPOSED SCHEDULE**

MAY 23, 2017\* – FIRST PUBLIC MEETING – KICKOFF INTRODUCTION

May 30, 2017 – NAC RESIDENT SELECTION

June 27, 2017 – MEETING WITH DEVELOPERS AND FULL NAC COUNCIL

July 5, 2017 – NAC DISCUSSION: POTENTIAL PROJECT IMPACTS + MITIGATIONS

July 18, 2017 – PLANNING AND DEVELOPMENT PRESENTS REPORT TO NAC

NAC WILL WORK WITH ENFORCEMENT COMMITTEE ON A BIENNIAL COMPLIANCE REPORT TO ENSURE DEVELOPER PROVIDES AGREED UPON COMMUNITY BENEFITS – DATES TO BE DETERMINED

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# discussion

## Resident Selection to take place Next Tuesday Evening

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CROSS SECTION 1



Provida Dige Development Group LLC - Response to The Whole RFP



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Provida Dige Development Group LLC - Response to The Whole RFP

Phase One - Illustration of the proposed development with the existing streetlights and trees.



Page 11

Provida Dige Development Group LLC - Response to The Whole RFP

Phase One - The street view of the proposed development with the existing streetlights and trees.



Page 12

Provida Dige Development Group LLC - Response to The Whole RFP

Phase One - Illustration of the proposed development with the existing streetlights and trees.



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**\*\*12/12/17 DRAFT\*\***

## **Recommendations from the Neighborhood Advisory Council for the Proposed Midtown West Development**

### Recommendations for the City of Detroit Planning and Development Department:

1. Replace the seven acres of public recreation land that would be sold to private developers with an equal amount of new public green space in the impact area; engage area residents in the design of these green spaces.
2. Add stop signs / street lights on Third to increase accessibility to the park inside the development.

### Recommendations for the developers:

1. **Green space.**
  - a. Increase the size of the proposed common greenspace by at least 1 acre;
  - b. make it continuous, rather than divided by a street;
  - c. ensure that it is visible and easily accessible to non-residents;
  - d. ensure that it is wheelchair accessible, includes a playscape, picnic tables, and other amenities to be determined through a community engagement process.
2. **Affordability.**
  - a. Use average household income for Detroit to determine affordability, not Wayne County (\$401/mo single person; \$453/mo 2 ppl; \$551/mo 3 ppl; \$656/mo 4 ppl)<sup>1</sup>.
3. **Community impact fund.**
  - a. Commit 5% of each unit sold and 5% of profits from rental properties over the next 10 years to a fund that will mitigate the negative effects of rising real estate values on commercial and residential renters in the neighborhood, especially minority-owned businesses and low-income residents.<sup>2</sup>
4. **Inclusive, accessible design.**
  - a. Design the site to be open and integrated with the surrounding neighborhood;
  - b. invest in maintenance and landscaping of the pedestrian bridges over the Lodge;
  - c. offer diverse unit types that can accommodate senior citizens, families with children, and people with disabilities.

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<sup>1</sup> Chicago Federal Reserve Bank. "Essays on Issues." 2017 Number 376. Page 4

<sup>2</sup> Midtown Inc. has expressed willingness to administer such a fund.

5. **Historic and cultural preservation.**
  - a. Commission Detroit artists to produce murals or other art depicting the history and cultural legacy of the Cass Corridor that is publicly visible in and around the development.
6. **Retail selection.**
  - a. Conduct a survey of residents to assess current gaps in local retail options;
  - b. analyze area income data to determine appropriate price points for selected businesses;
  - c. use an ethical business matrix when selecting retail tenants that considers factors such as quality of product, affordability, treatment of workers, environmental sustainability.
7. **Digital inclusion.**
  - a. Dedicate at least one business class Internet connection to be shared with the Cass Co Neighborhood Wireless Network,<sup>3</sup>
8. **Labor and hiring.**
  - a. Prioritize local hiring and commit to using responsible contractors who respect collective bargaining rights for janitorial, maintenance, landscaping, and security contracts;
  - b. prioritize Detroit-based and minority-owned contractors.
9. **Environmental health.**
  - a. Create as much permeable surface as possible;
  - b. use energy efficient appliances and renewable energy sources where possible;
  - c. offer recycling and composting services.

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<sup>3</sup> consult with the Detroit Community Technology Project to determine appropriate placement and router configuration.

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### **Recommendations for the City of Detroit Planning and Development Department:**

1. Replace the seven acres of public recreation land that would be sold to private developers with an equal amount of new public green space in the impact area; engage area residents in the design of these green spaces.
  - A response to this request should be issued by the City.
2. Add stop signs / street lights on Third to increase accessibility to the park inside the development.
  - A response to this request should be issued by the City. The developer will work with the City's traffic and engineering department to determine locations for traffic control devices within the development site.

### **Recommendations for the developers:**

1. Green space.
  - a. Increase the size of the proposed common greenspace by at least 1 acre;
    - The RFP required the developer to provide a park of at least 1 acre. And the developer is currently proposing a park of 1 acre. There is also green space within the development parcels that are not part of the 1 acre park area.
  - b. Make it continuous, rather than divided by a street;
    - The developers current design is for a park of 1 continuous acre.
  - c. ensure that it is visible and easily accessible to non-residents;
    - The Park is located along 4<sup>th</sup> Street between Tuscola and Brainard. Making it easily accesable to both residents and non-residents
  - d. ensure that it is wheelchair accessible, includes a playscape, picnic tables, and other amenities to be determined through a community engagement process.
    - The park will be designed in conjunction with the City of Detroit. The park will meet all ADA requirements for accessibility. The park will be designed for the quiet enjoyment of the neighborhood.
2. Affordability.
  - a. Use average household income for Detroit to determine affordability, not Wayne County (\$401/mo. single person; \$453/mo. 2 ppl; \$551/mo 3



ppl;\$656/mo 4 pp1)<sup>1</sup>

- The developer's response to the RFP utilized Wayne County AMI as the measure of affordability. Financial constraints on the development project do not allow us to market the affordable units using to City of Detroit AMI as the measure of affordability.
3. Community impact fund.
    - a. Commit 5% of each unit sold and 5% of profits from rental properties over the next 10 years to a fund that will mitigate the negative effects of rising real estate values on commercial and residential renters in the neighborhood, especially minority-owned businesses and low-income residents.<sup>2</sup>
      - The developer has committed to providing 20% of the rental units as affordable housing. Any additional financial burden on the development will adversely impact the feasibility of the development.
  4. Inclusive, accessible design.
    - a. Design the site to be open and integrated with the surrounding neighborhood;
      - The developer is committed to high quality design. Neighborhood context is important in design. The developer has assembled a team of renowned design professionals who produce the highest caliber of work. The developer has spent considerable time working on the site plan and ensuring the reintegration of the road network will work well within the neighborhood and will produce a highly livable neighborhood experience.
    - b. invest in maintenance and landscaping of the pedestrian bridges over the Lodge;
      - The bridges over the Lodge are currently owned by MDOT. The developer is unwilling to provide any capital to finance work done on MDOT controlled property.
    - c. offer diverse unit types that can accommodate senior citizens, families with children, and people with disabilities.
      - The developer will comply with all accessibility requirements set forward in ADA guidelines. The developer will have a unit mix of Studio, 1 BR, 2 BR and 3 BR apartments in addition to townhomes. The units (other than townhomes) will be proportionately distributed amongst the affordable and market rate units. The affordable units will be evenly mixed throughout the buildings.
  5. Historic and cultural preservation.
    - a. Commission Detroit artists to produce murals or other art depicting the history and cultural legacy of the Cass Corridor that is publicly visible in and around the development.
      - In appropriate locations the developer is willing to meet with and

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<sup>1</sup> Chicago Federal Reserve Bank. "Essays on Issues." 2017 Number 376. Page 4

<sup>2</sup> Midtown Inc. has expressed willingness to administer such a fund

possibly to work with local artists the NAC recommends. However, in order to maintain designs envisioned by the development's architects the developer cannot commit to murals on the exteriors of the buildings.

6. Retail selection.

- a. Conduct a survey of residents to assess current gaps in local retail options;
  - The developer is willing to survey local residents for what retail would fit well in the Midtown West development
- b. Analyze area income data to determine appropriate price points for selected businesses;
  - The developer will rely upon the retail tenants to set their price points.
- c. use an ethical business matrix when selecting retail tenants that considers factors. Such as quality of product, affordability, treatment of workers, environmental sustainability.
  - The developer will consider what the neighborhood needs and attempt to lease the retail space to a tenant who is set up to be successful over the long term providing valuable services to not only the residents of Midtown West but the broader community as well.

7. Digital inclusion.

- a. Dedicate at least one business class Internet connection to be shared with the Cass Co Neighborhood Wireless Network<sup>3</sup>
  - The developer cannot commit to providing a wireless network connection at this time.

8. Labor and hiring.

- a. Prioritize local hiring and commit to using responsible contractors who respect collective bargaining rights for janitorial, maintenance, landscaping, and security contracts;
  - The developer commits to hiring 30% local contractors during the construction of the development. At this time the developer is unable to commit to hiring union labor for janitorial, maintenance, landscaping, and security contracts.
- b. prioritize Detroit-based and minority-owned contractors.
  - The developer commits to hiring a minimum of 30% local and will prioritize MWBE contractors during the construction of the

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<sup>3</sup> consult with the Detroit Community Technology Project to determine appropriate placement and router configuration.

development.

9. Environmental health.

- a. Create as much permeable surface as possible;
  - The developer will study sustainable methods for the development such as storm water retention. The streets and the park will be designed to city of Detroit standards.
- b. use energy efficient appliances and renewable energy sources where possible;
  - The developer commits to build to certain Enterprise Green Communities Standards. This will include energy star appliances, water conserving plumbing fixtures and energy efficient lighting
- c. offer recycling and composting services.
  - The developer will offer recycling services in the rental and condo buildings. The developer will need to study local providers for composting services to determine if this is a feasible service to offer.

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• **CREATIVITY AROUND AFFORDABILITY** - Advertising of affordable units  
 - Deeper discounts even if fewer units  
 (Ordinance flexibility?)  
 (Developer w/ explore financing)  
 - Length of time for affordable units

• **GREEN SPACE**  
 - City commitment to add more parks in the impact area  
 - Developer commitment to collaborative design process (GSD process?)  
 - Exciting energetic Park!  
 \* playscape, basketball, beach tables

• **Community Impact Fund**  
 - Donation to CCNCD or development of community center  
 Suggested: \$200,000  
 - May be in process w/ City Council for how fund is used

• **Wireless Network**  
 - 1 Rockwell fiber account \$75/mo. + routers + related tech  
 - Contribute bandwidth to publicly accessible network  
 - Frame as a free public service  
 - Who owns router + account?

• **Retail Survey**  
 - How? Who? Pay? Meaningful?  
 - Community Needs Assessment has recently been done (JFM)

- Downtown Develop. Authority  
 (Jane Jane Morgan - Focus Groups)  
 → has done retail study

Need: retail options for lower middle income residents  
 4\* locally/Definit owned

RETAIL  
 1\* quality of product  
 2\* affordability  
 3\* treatment of workers

Developer Factors: leasing that space in a location that is not a retail strip  
 SEND THEM IDEAS

Rent →  
 current \$26/sq ft  
 local \$15 per sq ft → \$18/sq ft  
 How do we determine "affordability"?

- They will work w/ existing programs to identify businesses/retail (Such as motor city)  
 - creative approaches to affordability  
 Action - surveys... what have been done?

• **Air Quality? / Sound Near Highway**  
 - Next to freeway / tree buffer

• **Rental Units**  
 - We want 3br. Rentals  
Family rentals

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## Meeting Objective

1. Update from GSD/Recreation
2. Community Benefits Summary
3. NAC Vote on Community Benefits Summary
4. Next steps
5. Public Comment

## Agenda

6pm – 6:10	Team introduction – Karen Gage, PDD NAC Members City Representatives: Council Members, Planning & Development, Dept of Neighborhoods, General Service Department Development Team
6:10 - 6:30	Presentation of Parks – Meagan Elliot + Brad Dick, GSD Parks Access Planning Wigle Public Design Process
6:30 - 7:10	Community Benefit Summary– PDH Development Team + City
7:10 - 7:20	NAC Vote on Community Benefits Summary
7:20 to 7:25	Next steps
7:25 - 7:30	Public Comment

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## **CBO Meeting Overview**

### **NAC MEETING SCHEDULE**

**MAY 23, 2017 – FIRST PUBLIC MEETING – PROCESS INTRODUCTION**

**June 6, 2017 – NAC RESIDENT SELECTION**

**July 11, 2017 – MEETING WITH FULL NAC COUNCIL**

**December 12, 2017 – MEETING WITH DEVELOPERS AND FULL NAC COUNCIL**

**January 16, 2018 – NAC DISCUSSION: POTENTIAL PROJECT IMPACTS + MITIGATIONS**

**February 19, 2018 – NAC DISCUSSION: POTENTIAL PROJECT IMPACTS + MITIGATIONS CONT.**

**April 9, 2018 –PRESENTATION OF COMMUNITY BENEFITS**

**NAC WILL WORK WITH ENFORCEMENT COMMITTEE ON A BIENNIAL COMPLIANCE REPORT TO ENSURE DEVELOPER PROVIDES AGREED UPON COMMUNITY BENEFITS – DATES TO BE DETERMINED**

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## Wigle Park Engagement and Concept Design

The City of Detroit will lead a public engagement process for the design of Wigle Park

- A landscape architect will be hired to help design the park through a community engagement process
- Community engagement will extend beyond the range of the NAC to include a much broader radius— all residents are welcome
- Public engagement will begin within 90 days of the Midtown West land sale closing.

*Proposed public engagement format:*

### Meeting #1

Landscape architects will host a **listening session** and **ideas charrette**

### Meeting #2

Presentation of **PARK DESIGN** based upon feedback from first meeting and **more listening** and feedback

### Meeting #3

Present **revised** concept for further community discussion and feedback - **vote**

## Midtown Parks: Addition of 1.5 Acres of Park Land

- 1. Land identification for Additional Midtown Parks**
  - GSD/Recreation will secure no less than **1.5 acres of land** to provide park space in west Midtown
  - The 1.5 acres of park will be provided within a **12 minute walk** of Wigle
- 2. Timeline for engagement for park design of additional 1.5 acres**
  - GSD will engage residents through a **public design process** to develop park amenities and programming within **90 days** of the closing of the land sale for the Midtown West project
  - Note: The community led design process and the construction of the 1.5 acres of parkland is contingent on the land sale for this project, since the park improvements will be funded by Wigle land sale proceeds, as well as coordination with the developer related to construction timelines, street grids, etc.
- 3. Timeline for construction of additional 1.5 acres**
  - GSD begin **construction** on additional parkland within **12-months** of the land sale closing

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# Wigle Community Benefits

## Overview

# **PROJECT IMPACTS + MITIGATIONS**

## NEIGHBORHOOD ADVISORY COUNCIL PROJECT IMPACTS

<b>NAC REQUEST + PROJECT IMPACTS</b>	<b>RESPONSE</b>	<b>COMMUNITY BENEFIT SUMMARY</b>
<p><b>greenspace.</b></p> <ul style="list-style-type: none"><li><b>a. Increase the size of the proposed common greenspace by at least 1 acre</b></li><li><b>b. Make it contiguous, rather than divided by a street</b></li><li><b>c. Ensure that it is visible and easily accessible to non-residents</b></li><li><b>d. Ensure that it is wheelchair accessible, includes a playscape, picnic tables, and other amenities to be determined through a community engagement process</b></li></ul>	<p>a. GSD is committed to providing at least 1.5 acres of public park space within a 12 minute walk of the Wigle: Midtown West development.</p> <p>In addition, the developer will provide and maintain additional open space, that is privately-owned but publically accessible, to enhance pedestrian activity and to add to the attractiveness of the development and the neighborhood. These pedestrian connections will be landscaped and will connect to public streets and to the public park. All City sidewalks will be planted with street trees at 25' intervals.</p> <p>b. The development team will provide a contiguous one-acre park.</p> <p>c. The Midtown West park will be located along 4th Street between Tuscola and Brainard to make it easily accessible to all neighborhood residents. Safe crossings will be provided to ensure public Midtown West park is accessible.</p> <p>d. A landscape architect will work with the City via a public engagement process to design the public park. The park will meet all ADA requirements for accessibility.</p>	<p><b>ADDITIONAL 1.5 ACRES OF PARK SPACE</b></p> <p><b>PUBLIC ACCESS TO PEDESTRIAN WALKWAYS AND OPEN SPACE</b></p> <p><b>CONTIGUOUS ONE ACRE PUBLIC PARK</b></p> <p><b>PUBLIC DESIGN PROCESS FOR ONE ACRE PARK</b></p> <p><b>PARK DESIGN FOR USE BY PEOPLE OF ALL AGES AND ABILITIES INCLUDING KIDS AND FAMILIES</b></p>

## NEIGHBORHOOD ADVISORY COUNCIL PROJECT IMPACTS

NAC REQUEST + PROJECT IMPACTS	RESPONSE	COMMUNITY BENEFIT SUMMARY
<p><b>affordability.</b></p> <p><b>a. Use average household income for Detroit to determine affordability, not Wayne County (\$401/mo. single person; \$453/mo. 2 ppl; \$551/mo 3 ppl; \$656/mo 4 ppl)*</b></p> <p><i>*Chicago Federal Reserve Bank. "Essays on Issues." 2017 Number 376. Page 4</i></p> <p><b>b. Ensure that affordable units are marketed to existing residents and those in need of housing</b></p>	<p>a. In response to this concern, the development team is willing to convert the affordable rental commitment from 20% of total rental units at 80% AMI to 10% of total rental units at 60% AMI upon City Council's request</p> <p>b. The development team has drafted a marketing plan that has been handed out and attached here as Attachment 1.</p>	<p><b>COMMITMENT TO WORK WITH COUNCIL TO OFFER 10% OF TOTAL RENTAL UNITS AT 60% AMI</b></p> <p><b>LOCAL MARKETING PLAN FOR AFFORDABLE UNITS</b></p>
<p><b>community impact fund.</b></p> <p><b>a. Commit \$200,000 for a community impact fund that will mitigate the negative impact of this development on community access to gathering space</b></p>	<p>a. PDH commits to a donation of \$112,500 over 15 years to fund maintenance or improvements to the Midtown West park. GSD will manage the collection of the donation and the direction of funds to support a maintenance / <del>improvements</del> improvements the 1 acre park.</p>	<p><b>COMMITMENT TO FUND PARK MAINTENANCE OR IMPROVEMENTS FOR 15 YEARS</b></p>

## NEIGHBORHOOD ADVISORY COUNCIL PROJECT IMPACTS

NAC REQUEST + PROJECT IMPACTS	RESPONSE	COMMUNITY BENEFIT SUMMARY
<p><b>inclusive, accessible design.</b></p> <ul style="list-style-type: none"><li><b>a. Design the site to be open and integrated with the surrounding neighborhood;</b></li><li><b>b. Invest in maintenance and landscaping of the pedestrian bridges over the Lodge;</b></li><li><b>c. Offer diverse unit types that can accommodate senior citizens, families with children, and people with disabilities.</b></li></ul>	<ul style="list-style-type: none"><li>a. The developer is committed to high quality design and neighborhood context is important in design. The developer has spent considerable time working on the site plan to ensure the reintegration of the road network will work well within the neighborhood and will produce a highly livable and connected neighborhood experience.</li><li>b. The bridge over the Lodge is owned by MDOT and maintenance of the bridge is MDOT's responsibility.</li><li>c. The developer will comply with federal accessibility requirements. The project will have a unit mix of Studio, 1 BR, 2 BR and 3 BR apartments in addition to townhomes. The unit mix (other than townhomes) will be proportionately distributed amongst the affordable and market rate units. The affordable units will be mixed throughout the rental buildings.</li></ul>	<p><b>RESTORATION OF STREET GRID TO THE EXTENT POSSIBLE</b></p> <p><b>DESIGN BY RENOWNED PROFESSIONALS</b></p> <p><b>PEDESTRIAN FOCUSED DESIGN</b></p> <p><b>UNIT MIX FOR ALL AGES, FAMILY SIZES, AND ABILITIES</b></p>

## NEIGHBORHOOD ADVISORY COUNCIL PROJECT IMPACTS

<b>NAC REQUEST + PROJECT IMPACTS</b>	<b>RESPONSE</b>	<b>COMMUNITY BENEFIT SUMMARY</b>
<p><b>historic and cultural preservation.</b></p> <p>a. <b>Commission Detroit artists to produce murals or other art depicting the history and cultural legacy of the Cass Corridor that is publicly visible in and around the development.</b></p>	<p>a. Through the City led public park community engagement, the developer commits to supporting public art in the public park.</p>	<p><b>COMMITMENT TO SUPPORT PUBLIC ART WITHIN PUBLIC PARK</b></p>
<p><b>digital inclusion.</b></p> <p>a. <b>Dedicate at least one business class Internet connection to be shared with the Cass Co Neighborhood Wireless Network.</b></p>	<p>a. The developer agrees to work with the Detroit Community Technology Project to participate in the pre-existing mesh network.</p>	<p><b>PARTICIPATION IN PRE-EXISTING MESH NETWORK WIRELESS CONNECTION</b></p>



## NEIGHBORHOOD ADVISORY COUNCIL PROJECT IMPACTS

<b>NAC REQUEST + PROJECT IMPACTS</b>	<b>RESPONSE</b>	<b>COMMUNITY BENEFIT SUMMARY</b>
<p><b>retail selection.</b></p> <ul style="list-style-type: none"><li><b>a. Conduct a survey of residents to assess current gaps in local retail options</b></li><li><b>b. Analyze area income data to determine appropriate price points for selected businesses</b></li><li><b>c. Use an ethical business matrix when selecting retail tenants that considers factors. Such as quality of product, affordability, treatment of workers, environmental sustainability</b></li><li><b>d. Provide a portion of the retail space at an affordable rent (\$15-\$18 psf) to support local entrepreneur activity in this retail space</b></li></ul>	<p>a. At appropriate time in the schedule, the developer will work with local retail brokers and Midtown Detroit to drive retail interest to the Selden Street retail. The developer will rely on local community outreach and its brokers to generate interest in the retail/service sectors for our location.</p> <p>b. + c. The developer will rely upon the retail tenants to set their price points, but will consider what the neighborhood needs and attempt to lease the retail space to a tenant who is set up to be successful over the long term providing valuable services to not only the residents of Midtown West but the broader community as well.</p> <p>d. The development team will work with Motor City Match (MCM) to attract local entrepreneurs to this space. The development team encourages NAC members to submit businesses into MCM. Accordingly, the development team will work to establish rental rates that reflect the market at the time of lease up.</p>	<p><b>LOCAL BROKER AND COMMUNITY OUTREACH TO DETERMINE RETAIL TENANTS</b></p> <p><b>WORK WITH DEGC TO FIND LOCAL ENTREPRENEURS FOR RETAIL SPACE</b></p> <p><b>RENTAL RATES TO REFLECT MARKET AT TIME OF LEASE UP</b></p>

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## NEIGHBORHOOD ADVISORY COUNCIL PROJECT IMPACTS

NAC REQUEST + PROJECT IMPACTS	RESPONSE	COMMUNITY BENEFIT SUMMARY
<p><b>labor and hiring.</b></p> <ul style="list-style-type: none"><li><b>a. Prioritize local hiring and commit to using responsible contractors who respect collective bargaining rights for janitorial, maintenance, landscaping, and security contracts;</b></li><li><b>b. Prioritize Detroit-based and minority-owned contractors.</b></li></ul>	<p>a. + b. The developer commits to hiring a minimum of 51% local contractors, to the extent possible, for the construction of the development. At this time the developer is unable to commit to hiring union labor for janitorial, maintenance, landscaping, and security contracts.</p>	<p><b>COMMITMENT TO HIRING 51% LOCAL CONTRACTORS</b></p>

## NEIGHBORHOOD ADVISORY COUNCIL PROJECT IMPACTS

<b>NAC REQUEST + PROJECT IMPACTS</b>	<b>RESPONSE</b>	<b>COMMUNITY BENEFIT SUMMARY</b>
<p><b>environmental health.</b></p> <ul style="list-style-type: none"><li><b>a. Create as much permeable surface as possible</b></li><li><b>b. Use energy efficient appliances and renewable energy sources where possible</b></li><li><b>c. Offer recycling and composting services</b></li><li><b>d. Buffer the development from the noise and pollution of the freeway</b></li></ul>	<ul style="list-style-type: none"><li>a. The developer will study sustainable methods for the development such as storm water retention.</li><li>b. The developer commits to build to certain Enterprise Green Communities Standards, including energy star appliances, water conserving plumbing fixtures and energy efficient lighting.</li><li>c. The developer will offer recycling services for all buildings. The developer will need to study local providers for composting services to determine if this is a feasible service to offer.</li><li>d. The development will include street trees along the service drive to serve as a buffer. The units will be designed with double pane windows and industry standard ventilation for air quality.</li></ul>	<p><b>DESIGN SENSITIVE TO STORMWATER RETENTION</b></p> <p><b>ENTERPRISE GREEN COMMUNITIES STANDARDS</b></p> <p><b>RECYCLING SERVICES</b></p> <p><b>INDUSTRY STANDARD HVAC DOUBLE-PANED WINDOWS</b></p>

## **COMMUNITY BENEFIT SUMMARY**

1. Commitment to an additional 1.5 acres of public space (minimum) in Midtown
2. Public access to pedestrian walkways and open space
3. Contiguous one-acre public park
4. Public design process for public park
5. Park design will accommodate people of all ages and abilities, including kids and families
6. Commitment to fund park maintenance or improvements for 15 years
7. Commitment to work with Council to offer 10% of rental units at 60% AMI rent
8. Defined local marketing plan for affordable units
9. Restoration of street grid to reconnect to neighborhood to the extent possible
10. Design by renowned professionals
11. Pedestrian focused urban design
12. Housing unit mix for all ages, family sizes, and abilities
13. Commitment to support art within the public park
14. Participation in pre-existing mesh network connection
15. Assess retail options through community outreach performed by local broker
16. Retail rental rates to reflect market at the time of lease up
17. Work with MCM to identify local entrepreneurs for retail space
18. 51% local contractors, to the extent possible
19. Design sensitive to storm water mitigation
20. Enterprise green communities standards
21. Recycling services
22. Industry standard HVAC
23. Double pane windows that increase energy efficiency and reduce noise

1. PDH will notify PDD of which units are being designated as affordable units
2. PDH and Marketing Agent will establish a PO box, email address or call service box for questions/applications
3. When PDH is ready to begin marketing the units, PDH will erect a marketing sign @ the Project Site. PDH will post advertisements in newspapers and other media outlets
4. PDH will send a copy of the advertisement to any persons that have been placed on the project interested party list.
5. Applicant's compliance information will be reviewed by PDH. Applicant to be notified of status/comments.
6. Lease to be signed prior to Applicant move in
7. PDH to maintain final log w/initial rent roll for all affordable units

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