

Email Date	Author	Email Summary	Attachment
4/10/2018	Karen Gage (City)	As a follow up to April 9, 2016 meeting, Karen indicates the City and Developer will provide information on outstanding items relative to affordability	No
4/24/2018	David Dobbie (NAC)	Emails the City questioning the developer's math on calculating the affordable options. Offers revisions to affordable housing options that would allow for additional affordable units within the project	Yes
5/10/2018	Mario Procida (Developer)	Developer emails NAC with the updated presentation for community benefits, reflecting changes asked for in the April 9th meeting, and the final affordable housing summary and explanation	Yes
5/11/2018	David Dobbie (NAC)	NAC emails the City and the Developer, again showing math to support further revisions to affordability options that would allow for more affordable units than offered by developer team	Yes
5/14/2018	Karen Gage (City)	City response to NAC posed affordability question - the developer is not going to revise the offer of affordable units. The developer has provided the three options as their final offer	No
5/23/2018	Karen Gage (City)	City asks the NAC to vote on the affordable options presented by the development team by May 30	Yes (2)
6/1/2018	Jenny Lee (NAC)	NAC emails the City with the preferred affordable option voted upon. NAC voted for Option 3	No
6/6/2018	Karen Gage (City)	City revises Community Benefit Summary to include affordability option voted upon by NAC. City asks NAC if the report is 100% accurate.	Yes
6/6/2018	Leslie Malcolmson (NAC)	NAC emails the City stating the \$50,000 donation to CCNDC was NOT voted upon by the NAC. The NAC requested \$200,000, this report is not complete	Yes
6/14/2018	Leslie Malcolmson (NAC)	NAC emails the City a summary of events to confirm that the NAC has agreed to move forward with all of the benefits presented, with the exception of \$50,000 to CCNDC. That has not been voted upon.	Yes
6/15/2018	Karen Gage (City)	City emails NAC with revisions to report asking for confirmation to move forward with the suggested changes, noting that the NAC did not vote to accept \$50K: Asks for comments by Tuesday June 19	Yes
6/19/2018	Raquel Castañeda López (Council Member)	CM Castañeda López says the report did not reflect concerns relative to - Labor & Hiring, Local Marketing Plan, Digital Inclusion	No
6/19/2018	Leslie Malcolmson (NAC)	Leslie emails the NAC to ask the NAC to vote on the one outstanding issue of the contribution of \$50,000 to CCNDC	Yes
6/30/2018	Jenny Lee (NAC)	Jenny emails that the NAC feel the report will accurately reflect the negotiations once the NAC votes on whether to accept the \$50K donation offer.	No
7/2/2018	Jenny Lee (NAC)	Jenny emails the City that the NAC voted to accept the offer of \$50k for CCNDC with 4 "yes," 1 "no," 1 refusal, and 3 non-responses. The NAC approves of the report summary and believes it accurately reflects negotiations.	No
7/10/2018	Karen Gage (City)	City emails NAC to confirm receipt of final vote and with this the NAC acceptance of the Community Benefits Summary. City will develop CBO report	No

Karen Gage - Re: FW: Wigle / MW NAC Information

From: Jeanette Lee <jennylix@gmail.com>
To: Karen Gage <gagek@detroitmi.gov>
Date: 6/1/2018 7:19 PM
Subject: Re: FW: Wigle / MW NAC Information
Cc: Jasmine Barnes <BarnesJa@detroitmi.gov>, Brenda Jones <BJones@detroitmi....>
Attachments: noname; noname

Hi Karen,

The NAC voted as follows on the three affordability options:

3 votes for option 1
 4 votes for option 3
 2 non-responses

Jenny

On Fri, Jun 1, 2018, 1:17 PM Karen Gage <gagek@detroitmi.gov> wrote:

Hello all,

Yes those numbers look right, however they will change do to the fact the number of rental units will change with market fluctuations and the AMI will change since they change annually.

With that said, the development team provided three options to choose from and we need to close the loop on this process and get your final feedback on the preferred option before the end of the day so we can move ahead with implementing the benefits package.

Karen

Karen Gage

Associate Director of Development
 Planning & Development Department

O 313.224.0472

E gagek@detroitmi.gov

W <http://detroitmi.gov/pdd>

Michael E. Duggan, Mayor

>>> On 5/31/2018 at 9:09 AM, in message

<CAJmWB2TPvym3Du4sQ_2Mj5Y=bOQskmyXgLNki5yCm1Dnzi4pPw@mail.gmail.com>, Jeanette Lee <jennylix@gmail.com> wrote:

Can someone clarify if this interpretation of PDH's offer is correct?

Total number of rental units = 175

Wayne County AMI = \$43,464

Which means, the three options are:

1. **City Ordinance**= 35 units affordable based on household income of \$34,771
2. **10/60**= 17.5 units affordable based on household income of \$26,078
3. **2.5/80, 5/60, 2.5/40**= 4 units @ \$34,771 / 8 units @ \$26,078 / 4 units based on household income of \$17,385

On Wed, May 30, 2018 at 2:35 PM, Karen Gage <gagek@detroitmi.gov> wrote:

Thank you for touching base. That works - looking forward to hearing from you tomorrow.
Karen

Karen Gage

Associate Director of Development
Planning & Development Department

O [313.224.0472](tel:313.224.0472)

E gagek@detroitmi.gov

W <http://detroitmi.gov/pdd>

Michael E. Duggan, Mayor

>>> On 5/30/2018 at 2:06 PM, in message
<CAJmWB2QWCemHPnZVE+EAgu0E=6E70WTm2oqq3bUZ8cJRBokOBA@mail.gmail.com>,
Jeanette Lee <jennylx@gmail.com> wrote:
Thanks Karen, it would be helpful if we could have one more day to respond. Can we let you
know by the end of the day tomorrow?
Jenny

On Wed, May 23, 2018 at 12:01 PM, Karen Gage <gagek@detroitmi.gov> wrote:

Hello,
As a follow up, I wanted to check in with the NAC to ensure you have the materials
needed for a response next week (May 30) on which affordable housing option is
preferred and whether or not the NAC would like to have the developer and the City
implement the Community Benefits provided in the power point.
I have attached the previously shared materials for your review.
Thank you - Karen

Karen Gage

Associate Director of Development
Planning & Development Department

O [313.224.0472](tel:313.224.0472)

E gagek@detroitmi.gov

W <http://detroitmi.gov/pdd>

Michael E. Duggan, Mayor

>>> On 5/14/2018 at 5:29 PM, in message <5AF9C76E.7E2C.0060.1@detroitmi.gov>, Karen Gage wrote:

Hello all,

The City/HRD was able to review the formulas and has determined that due to the math behind the income calculations, it is not possible to have affordability options that perfectly match each other in terms of Gross Income. The options the developer provided are as equivalent as they can be and every scenario will produce some difference between the gross amounts.

It is our understanding that these options represent the developer's best and final offers on deviating from the City Ordinance to allow for the deeper affordability levels as requested by the NAC.

With that said, please take a look at the affordability options and the updated PowerPoint over the next two weeks and let us know which affordability option you would like to select and whether or not you would like to have the developer and the City implement the Community Benefits provided in the power point.

Since there is a holiday coming up - I am hoping we can get your response by Weds May 30. Thanks all - Karen

Karen Gage

Associate Director of Development
Planning & Development Department

O 313.224.0472

E gagek@detroitmi.gov

W <http://detroitmi.gov/pdd>



Michael E. Duggan, Mayor

>>> On 5/10/2018 at 5:16 PM, in message <CAK27Y=f5V99B=HUth=NKQSmYGN1PBqxW7iekt2=skRj=1wW=vA@mail.gmail.com>, David Griffin Dobbie <davedobbie@gmail.com> wrote:

Thanks for this Mario, I think it's clarifying to look at the spreadsheets together. And I definitely get why you're building the model based on gross rent- I think that makes sense and my version was probably mislabeled in terms of using the word subsidy.

That said, I actually don't think the end results are as much different as it may have looked. I think there is a data entry error in your spreadsheet, tab 2, in the "City Ordinance Model" - there's 210 total units in that model vs. 175 in the 2 above, so that artificially increased the projected revenue from that model. (I also didn't have the 75/25 mix of 1 and 2BR when I put together our sheet, which we can work from going forward).

In the attached spreadsheet, I've changed the market rate unit numbers in that model to what I think would be intended, so check tab 2 and see if we're in agreement about the baseline.

More importantly, thanks for doing tab 3 because that gives us a calculator to talk apples to apples. I copied it over to a new tab 4 in the attached sheet and did some tweaks just to play with it. In my mind, then, we can use that calculator to look at different versions that:

- produce about the same revenue as the city ordinance model, and
- conform to your overall 75% 1BR layout?

Does that seem right? (you'll see the two variations I was playing with on tab 4 would give you guys slightly more revenue than the ordinance model - so we might ask for a bit more:)

Thanks,
Dave

On Thu, May 10, 2018 at 12:28 PM Mario Procida
<mprocida@procidacompanies.com> wrote:

Attached and following, please find our updated presentation for community benefits and our affordable housing summary and explanation. If questions, please let us know.

Mario Procida

Procida Diggs Development Group LLC

[646.201.0489](tel:646.201.0489)

mprocida@procidadiggs.com

www.procidacompanies.com

Karen Gage - NAC

From: "Leslie Malcolmson" <lmalcolmson@voyager.net>
To: "Karen Gage" <gagek@detroitmi.gov>, "Vince Keenan" <KeenanV@detroitm...>
Date: 6/14/2018 3:15 PM
Subject: NAC
Cc: <wgle-nac@googlegroups.com>
Attachments: Copy of Wgle NAC Conflict of Interest Policy.pdf

Here is what I have come up with:

- Package sent 6/6/18:
 - Per our vote reported to you on June 1, 2018, the first bullet point in the Attachment should be deleted
 - We voted for: 2.5% @80%AMI, 5% @60% AMI / 2.5% @40% AMI
- My notes from the 4/9/18 meeting show that:
 - There was much discussion on the funds going to the park....and the conflict of issue on the funds going to CCNDC.
 - I show that we wanted to delete the "Community Impact Fund" from our original request and change it to CCNDC.
 - I then show that the committee prepared and approved a Conflict of Interest Statement (see Attached) and that the memo sent out with the Statement stated (sent 4/28/18):

Dear NAC,

Since the city has suggested that there may be a conflict of interest in our recommendation that a donation from

the Developer be made to CCNDC for the improvement of the Community Center, I propose that we adopt a conflict of interest policy and **then follow that policy to make an ethical decision.**

Therefore, I do not think that the Community Impact as currently presented has been approved.

- All the other issues from 4/9/18 have been addressed.

Leslie Malcolmson

Karen Gage - Re: NAC Summary Update

From: Jeanette Lee <jennylx@gmail.com>
To: Karen Gage <gagek@detroitmi.gov>
Date: 6/30/2018 12:00 AM
Subject: Re: NAC Summary Update
Cc: Leslie Malcolmson <lmalcolmson@voyager.net>, Janet Attarian <Attarianj@d...

Karen,

The NAC is going to vote on whether to accept the \$50K donation offer so that we can resolve that point in the report. We will follow up by Monday. Once that point is resolved, the report will accurately reflect the negotiations.

Jenny

On Fri, Jun 15, 2018 at 1:16 PM, Karen Gage <gagek@detroitmi.gov> wrote:

Leslie,

In response to your notes, I offer the following comments in red - see my notes below.

I believe that all of the outstanding items have been addressed and we are able to proceed with the revised summary.

If the attached summary does not reflect the consensus of the NAC with the exception noted, please submit your comments to me by Tuesday June 19 so I may include it in the report.

Thank you! Karen

Karen Gage

Associate Director of Development
Planning & Development Department

O 313.224.0472

E gagek@detroitmi.gov

W <http://detroitmi.gov/pdd>

Michael E. Duggan, Mayor

>>> On 6/14/2018 at 3:14 PM, in message <000201d40413\$fa443210\$eccc9630\$@voyager.net>, "Leslie Malcolmson" <lmalcolmson@voyager.net> wrote:

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Therefore, I do not think that the Community Impact as currently presented has been approved. - I have included this into the report with special note of the outstanding/unresolved request for a higher amount and the NAC has not to voted on this particular item.

- All the other issues from 4/9/18 have been addressed. -

Thank you for the confirmation

Leslie Malcolmson

You received this message because you are subscribed to the Google Groups "Wigle NAC" group.

To unsubscribe from this group and stop receiving emails from it, send an email to wigle-nac+unsubscribe@googlegroups.com.

To post to this group, send email to wigle-nac@googlegroups.com.

To view this discussion on the web visit <https://groups.google.com/d/msgid/wigle-nac/5B23BC30020000600011CB48%40gw-gwial.detroitmi.gov>.

For more options, visit <https://groups.google.com/d/optout>.

Karen Gage - Re: NAC Summary Update

From: Jeanette Lee <jennylx@gmail.com>
To: Karen Gage <gagek@detroitmi.gov>
Date: 7/2/2018 9:31 PM
Subject: Re: NAC Summary Update
Cc: Leslie Malcolmson <lmalcolmson@voyager.net>, Janet Attarian <Attarianj@d...

Karen,
 The NAC voted to accept the offer of \$50k for CCNDC with 4 "yes," 1 "no," 1 recusal, and 3 non-responses.
 Jenny

On Sat, Jun 30, 2018, 12:00 AM Jeanette Lee <jennylx@gmail.com> wrote:

Karen,
 The NAC is going to vote on whether to accept the \$50K donation offer so that we can resolve that point in the report. We will follow up by Monday. Once that point is resolved, the report will accurately reflect the negotiations.
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 I believe that all of the outstanding items have been addressed and we are able to proceed with the revised summary.
 If the attached summary does not reflect the consensus of the NAC with the exception noted, please submit your comments to me by Tuesday June 19 so I may include it in the report.
 Thank you! Karen

Karen Gage

Associate Director of Development
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Michael E. Duggan, Mayor

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propose that we adopt a conflict of interest policy
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currently presented has been approved. - **I have included
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outstanding/unresolved request for a higher amount and
the NAC has not to voted on this particular item.**

- All the other issues from 4/9/18 have been addressed. -

Thank you for the confirmation

Leslie Malcolmson

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To post to this group, send email to wigle-nac@googlegroups.com.

To view this discussion on the web visit <https://groups.google.com/d/msgid/wigle-nac/5B23BC30020000600011CB48%40gw-gwial.detroitmi.gov>.

For more options, visit <https://groups.google.com/d/optout>.

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

1	Community Benefits Ordinance, Detroit Legal News, November 29, 2016	ATTACHMENT
2	Project Description	ATTACHMENT
3	Census Tract and Impact Area	ATTACHMENT
4	Public Notice - May 23, 2017 Flier and Legal Meeting Notice	ATTACHMENT
5	Resident NAC Flyer	ATTACHMENT
	NAC Meeting Schedule	ATTACHMENT
6	May 23, 2017 Presentation	ATTACHMENT
7	July 11 PowerPoint	ATTACHMENT
8	NAC List of Community Impacts – December 12, 2017	ATTACHMENT
9	NAC List of Community Impacts with Developer Response in Red	ATTACHMENT
10	Meeting Notes – February 19, 2018	ATTACHMENT
11	Handout provided by the General Service Department (GSD) – April 9, 2018	ATTACHMENT
12	Proposed Community Benefits Summary – April 9, 2018	ATTACHMENT
13	Summary of Final Email Exchanges	ATTACHMENT
14	Summary of Negotiated Community Benefits	ATTACHMENT

Wigle Community Benefits Overview

PROJECT IMPACTS + MITIGATIONS

NEIGHBORHOOD ADVISORY COUNCIL PROJECT IMPACTS

<p>NAC REQUEST + PROJECT IMPACTS</p>	<p>RESPONSE</p>	<p>COMMUNITY BENEFIT SUMMARY</p>
<p>greenspace.</p> <ul style="list-style-type: none"> a. Increase the size of the proposed common greenspace to 7 acres within Midtown area b. Make it contiguous, 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 	<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>ADDITIONAL 1.5 ACRES OF PARK SPACE</p> <p>PUBLIC ACCESS TO PEDESTRIAN WALKWAYS AND OPEN SPACE</p> <p>CONTIGUOUS ONE ACRE PUBLIC PARK</p> <p>PUBLIC DESIGN PROCESS FOR ONE ACRE PARK</p> <p>PARK DESIGN FOR USE BY PEOPLE OF ALL AGES AND ABILITIES INCLUDING KIDS AND FAMILIES</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>NAC REQUEST + PROJECT IMPACTS</p>	<p>RESPONSE</p>	<p>COMMUNITY BENEFIT SUMMARY</p>
<p>affordability.</p> <p>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)*</p> <p><i>*Chicago Federal Reserve Bank. "Essays on Issues." 2017 Number 376. Page 4</i></p> <p>b. Ensure that affordable units are marketed to existing residents and those in need of housing</p> <p>CCNDC Community Room.</p> <p>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</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>COMMITMENT TO WORK WITH COUNCIL TO OFFER A DEEPER AFFORDABLE BREAKDOWN</p> <p>NAC VOTED ON 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)</p> <p>LOCAL MARKETING PLAN FOR AFFORDABLE UNITS</p>
<p>CCNDC Community Room.</p> <p>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</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 style="text-align: right;">DRAFT</p>	<p>COMMITMENT TO CONTRIBUTE \$50,000 TO CCNDC FOR COMMUNITY ROOM IMPROVEMENTS</p>

NEIGHBORHOOD ADVISORY COUNCIL PROJECT IMPACTS

NAC REQUEST + PROJECT IMPACTS	RESPONSE	COMMUNITY BENEFIT SUMMARY
<p>inclusive, accessible design.</p> <ul style="list-style-type: none">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.	<ul style="list-style-type: none">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.b. The bridge over the Lodge is owned by MDOT and maintenance of the bridge is MDOT's responsibility.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.	<p>RESTORATION OF STREET GRID TO THE EXTENT POSSIBLE</p> <p>DESIGN BY RENOWNED PROFESSIONALS</p> <p>PEDESTRIAN FOCUSED DESIGN</p> <p>UNIT MIX FOR ALL AGES, FAMILY SIZES, AND ABILITIES</p>

NEIGHBORHOOD ADVISORY COUNCIL PROJECT IMPACTS

NAC REQUEST + PROJECT IMPACTS	RESPONSE	COMMUNITY BENEFIT SUMMARY
<p>historic and cultural preservation.</p> <p>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.</p>	<p>a. Through the City led public park community engagement, the developer commits to supporting public art in the public park.</p>	<p>COMMITMENT TO SUPPORT PUBLIC ART WITHIN PUBLIC PARK</p>
<p>digital inclusion.</p> <p>a. Dedicate at least one business class internet connection to be shared with the Cass Co Neighborhood Wireless Network.</p>	<p>a. The developer agrees to work with the Detroit Community Technology Project to participate in the pre-existing mesh network.</p>	<p>PARTICIPATION IN PRE-EXISTING MESH NETWORK WIRELESS CONNECTION</p>

NEIGHBORHOOD ADVISORY COUNCIL PROJECT IMPACTS

<p>NAC REQUEST + PROJECT IMPACTS</p>	<p>RESPONSE</p>	<p>COMMUNITY BENEFIT SUMMARY</p>
<p>retail selection.</p> <ul style="list-style-type: none"> 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 d. Provide a portion of the retail space at an affordable rent (\$15-\$18 psf) to support local entrepreneur activity in this retail space 	<ul style="list-style-type: none"> 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. 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. 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 style="text-align: right;">DRAFT</p>	<p>LOCAL BROKER AND COMMUNITY OUTREACH TO DETERMINE RETAIL TENANTS</p> <p>WORK WITH DEGC TO FIND LOCAL ENTREPRENEURS FOR RETAIL SPACE</p> <p>RENTAL RATES TO REFLECT MARKET AT TIME OF LEASE UP</p>

FINAL
NAC APPROVED CBO SUMMARY

NEIGHBORHOOD ADVISORY COUNCIL PROJECT IMPACTS

NAC REQUEST + PROJECT IMPACTS	RESPONSE	COMMUNITY BENEFIT SUMMARY
<p>labor and hiring.</p> <p>a. Prioritize local hiring and commit to using responsible contractors who respect collective bargaining rights for janitorial, maintenance, landscaping, and security contracts;</p> <p>b. Prioritize Detroit-based and minority-owned contractors.</p>	<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>COMMITMENT TO HIRING 51% LOCAL CONTRACTORS DURING CONSTRUCTION</p>

NEIGHBORHOOD ADVISORY COUNCIL PROJECT IMPACTS

<p>NAC REQUEST + PROJECT IMPACTS</p>	<p>RESPONSE</p>	<p>COMMUNITY BENEFIT SUMMARY</p>
<p>environmental health.</p> <ul style="list-style-type: none"> 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 d. Buffer the development from the noise and pollution of the freeway 	<ul style="list-style-type: none"> a. The developer will study sustainable methods for the development such as storm water retention. b. The developer commits to build to certain Enterprise Green Communities Standards, including energy star appliances, water conserving plumbing fixtures and energy efficient lighting. 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. 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. 	<p>DESIGN SENSITIVE TO STORMWATER RETENTION</p> <p>ENTERPRISE GREEN COMMUNITIES STANDARDS</p> <p>RECYCLING SERVICES</p> <p>INDUSTRY STANDARD HVAC + WINDOWS WITH A 28+ OITC NOISE RATING</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

EXHIBIT D

COMMUNITY BENEFITS AGREEMENT

COMMUNITY BENEFITS AGREEMENT

(Midtown West)

THIS COMMUNITY BENEFITS AGREEMENT (“Agreement”) is entered into as of its Effective Date, as hereinafter defined, by and between the CITY OF DETROIT (“CITY”), a Michigan municipal corporation acting through its Planning and Development Department (“P&DD”), and PDH Development Group LLC (“DEVELOPER”) on behalf of itself and its Affiliates (as defined below). The CITY and the DEVELOPER may each be referred to herein as a “Party” or collectively as the “Parties”, as applicable.

WHEREAS, DEVELOPER is undertaking the redevelopment of that certain property in the City of Detroit located at 901 Selden Street, Detroit, MI, the legal description of which is attached as Exhibit A hereto (the “Property”), which is comprised of approximately 7.03 acres of vacant land, into a two phased project that includes housing units and commercial space (the “Project”), including park improvements and new street construction to be undertaken by the CITY.

WHEREAS, DEVELOPER committed to the CITY to follow a voluntary community engagement process with respect to construction of the Project and similar to the community engagement process of the CITY’s Detroit Community Benefits Ordinance for Tier 1 Development Projects; and

WHEREAS, DEVELOPER and the CITY have completed the voluntary community engagement process by: (1) engaging in a community engagement public meeting process, (2) creating and seating a neighborhood advisory council, (3) administering a series of meetings with the neighborhood advisory council and (4) drafting a community benefits report that summarizes the entire voluntary community engagement process (“CBO Report”); and

WHEREAS, DEVELOPER and the CITY desire to enter into this Agreement with respect to certain matters contained in the CBO Report; and

NOW THEREFORE, the CITY and DEVELOPER agree as follows:

1. DEVELOPER will provide and maintain open space in the Project that is privately-owned, but publically accessible, to enhance pedestrian activity and to add to the attractiveness of the development and the neighborhood. The pedestrian connections will be landscaped and will connect to public streets and to the City’s public park.

2. DEVELOPER will contribute \$50,000 to the Cass Corridor Neighborhood Development Corporation on or before the closing of construction financing for Phase 1 of the Project. Such contribution will be used solely for community space building improvements at 3535 Cass Avenue, Detroit, MI.

3. DEVELOPER will provide in the Project deeper affordability for rental units at the Project such that:

- 2.5% of rental units are available at 80% or less of the Area Median Income determined as of lease execution;
- 5% of rental units are available at 60% or less of the Area Median Income determined as of lease execution;
- 2.5% of rental units are available at 40% or less of the Area Median Income determined as of lease execution.

For purposes of this Agreement, “Area Median Income” means the median family income for the Wayne County AMI as published by MSHDA.

4. DEVELOPER will adhere to the local marketing plan for affordable units that is attached as Exhibit B hereto.

5. DEVELOPER will use renowned professionals to design the Project.

6. DEVELOPER agrees that the Project will follow a pedestrian focused urban design.

7. DEVELOPER agrees that the the Project will have a unit mix of studio, 1 BR, 2 BR and 3 BR apartments that comply with federal accessibility requirements and will be proportionately distributed amongst the affordable and market rate units in the Project. The affordable units will be mixed throughout the rental buildings in the Project. In its discretion, the DEVELOPER may also construct condominium units and/or townhomes.

8. DEVELOPER will provide non-monetary support of art within the City’s public park that is to be created by the City adjacent to the Project.

9. DEVELOPER will work with the Detroit Community Technology Project to participate in the pre-existing mesh network.

10. DEVELOPER will assess retail options for the Project through community outreach performed by a local retail broker and Midtown Detroit, Inc. to drive retail interest to the Project and Selden Street retail.

11. DEVELOPER agrees that retail rental rates in the Project will reflect market rates at the time of lease up. DEVELOPER will rely upon the retail tenants to set their price points for their goods and services, but will also 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.

12. DEVELOPER will work with Motor City Match to identify local entrepreneurs for retail space.

13. DEVELOPER will, to the extent possible, hire a minimum of 51% local contractors that will perform construction of the Project.

14. DEVELOPER agrees that design of the Project will be sensitive to storm water mitigation. DEVELOPER will study sustainable methods for the Project, such as storm water retention.

15. DEVELOPER commits to including certain Enterprise Green Communities Standards into the Project, including energy star appliances, water conserving plumbing fixtures and energy efficient lighting.

16. DEVELOPER will offer recycling services for all buildings within the Project. DEVELOPER will study local providers for composting services to determine if composting is a feasible service to offer.

17. DEVELOPER will include street trees along the Lodge access road to serve as a buffer. Although DEVELOPER has yet to determine the HVAC systems for the Project, DEVELOPER will incorporate industry standard HVAC systems into all buildings within the Project. One of the criteria that must be utilized in the DEVELOPER's selection of the HVAC systems for buildings along the Lodge access road will be to minimize penetrations of the building's exterior walls.

18. DEVELOPER will utilize windows that have an OITC rating of 28 for windows within the Project that front along the Lodge access road with the expectation that such windows will provide sufficient noise buffer within the respective units.

19. DEVELOPER and the CITY each designate the following official representative, or such other designee as each party may identify from time to time to the other's official representative, for purposes of administering the terms of this Agreement:

A. CITY's Official Representative is:

City of Detroit, Planning & Development Department
2 Woodward, Suite 808
Detroit, MI 48226

Attn: Maurice Cox, Director
cox@detroitmi.gov

B. DEVELOPER's Official Representative is:

PDH Development Group LLC
535 Griswold St, Suite 111-18
Detroit, MI 48226

Attn: Mario Procida & Doug Diggs
mprocida@procidacompanies.com & ddiggs@thedigsgroup.com

20. Upon written request from the CITY's Official Representative, DEVELOPER will provide the CITY, but not more often than semi-annually, with a summary of the actions taken by DEVELOPER in compliance with sections 1 through 4 of this Agreement. The CITY may provide the information received from DEVELOPER pursuant to this section to the Neighborhood Advisory Committee which is described in the CBO Report.

21. In the event that the CITY believes that DEVELOPER has not materially complied with its obligations hereunder, the CITY's Official Representative shall notify the DEVELOPER's Official Representative in writing (or by e-mail) of its concern. The two Official Representatives shall meet and shall use their best efforts to work together to resolve any concerns of the CITY's Official Representative. If the concerns have not been resolved within thirty (30) calendar days of DEVELOPER Official Representative's receipt of the CITY's Official Representative's notice, the CITY may enforce this Agreement in accordance with applicable law.

22. This Agreement is an agreement approved by the City Council within the meaning of Section 14-12-4(d) of the Detroit City Code.



23. This Agreement will become effective upon approval by Detroit City Council (the "Effective Date"). This Agreement may only be amended by a written instrument executed by the parties hereto that has received separate approval by the Detroit City Council. This Agreement shall inure to the benefit of and be binding upon Developer's successors and assigns to the extent of their interest in the Property.

24. The obligations of DEVELOPER hereunder are conditioned upon completion of the Phase 1 Closing for the sale of a certain portion of the Property from the CITY to DEVELOPER.

[Signatures follow.]

ni

The Parties have executed this Agreement as of the dates shown below, to be effective as of the Effective Date.

CITY OF DETROIT,
a Michigan municipal corporation

By: _____

Name: _____

Its: _____

Date: _____

DEVELOPER: PDH Development Group LLC

By: _____

Name: MARLO PROUDA

Its: MANAGER

Date: 11.07.18

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
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 N22D 47M 00SEC W 222.85FT THENCE N67D 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

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

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

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122

EXHIBIT B

MARKETING PLAN

(referred to in Paragraph 4)

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



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

21
24
123

November 07, 2018

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

**RE: Property Sale by Development Agreement
3119 Brush and 313 Watson, Detroit, MI 48201**

Honorable City Council:

The City of Detroit, Planning and Development Department (“P&DD”) has received an offer from Brush 8 LLC, a Michigan limited liability company, to purchase certain City-owned real property at 3119 Brush and 313 Watson, Detroit, MI (the “Properties”) for the purchase price of Three Hundred Seven Thousand and 00/100 Dollars (\$307,000.00).

Brush 8 LLC proposes to construct a residential development on the Properties that will include approximately 8 for-sale units. Currently, the Properties are within a PD-H zoning district (Planned Development-Historic). The Historic District Commission reviewed the proposed use in October 2018 and it was determined that the proposed land sale will have the potential to be beneficial and have a positive effect on the Brush Park Historic District. An amendment to the respective PD-H zoning district that reflects the proposed use is intended to be submitted to your Honorable Body for approval in January 2019.

We request that your Honorable Body adopt the attached resolution to authorize the Director of P&DD to execute a development agreement, deed and such other documents as may be necessary or convenient to effect a transfer of the Properties by the City to Brush 8 LLC.

Respectfully submitted,

Maurice D. Cox
Director

cc: Stephanie Washington, Mayor’s Office

RECEIVED NOV 15 2018 MTF SD(310)

CITY CLERK 2018 NOV 8 PM 4:27

RESOLUTION

BY COUNCIL MEMBER: _____

NOW, THEREFORE, BE IT RESOLVED, that Detroit City Council hereby approves of the sale by development agreement of certain real property at 3119 Brush and 313 Watson, Detroit, MI (the "Properties"), as more particularly described in the attached Exhibit A incorporated herein, to Brush 8 LLC, a Michigan limited liability company, for the purchase price of Three Hundred Seven Thousand and 00/100 Dollars (\$307,000.00); and be it further

RESOLVED, that the Director of the Planning and Development Department, or his authorized designee, is authorized to execute a development agreement and issue a quit claim deed for the sale of the Properties, as well as execute such other documents as may be necessary or convenient to effect the transfer of the Properties to Brush 8 LLC consistent with this resolution; and be it further

RESOLVED, that the development agreement shall obligate Brush 8 LLC to cause a residential development to be constructed on the Properties; and be it further

RESOLVED, that the following Property Sales Services Fees be paid from the sale proceeds pursuant to the City's Property Management Agreement with the Detroit Building Authority ("DBA"): 1) Eighteen Thousand Four Hundred Twenty and 00/100 Dollars (\$18,420.00) shall be paid to the DBA from the sale proceeds, 2) Fifteen Thousand Three Hundred Fifty and 00/100 Dollars (\$15,350.00) shall be paid to the DBA's real estate brokerage firm from the sale proceeds and 3) customary closing costs up to Two Hundred and 00/100 Dollars (\$200.00) shall be paid from the sale proceeds; and be it further

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

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

(See Attached Exhibit A)

EXHIBIT A

LEGAL DESCRIPTIONS

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

Parcel 1

N WATSON REAR N 75 FT OF LOT 1 BLK 8 BRUSH SUB L3 P24 PLATS, WCR 1/48 60
IRREG

a/k/a 3119 Brush
Tax Parcel ID 01000772.

Parcel 2

N WATSON S 75 FT OF LOT 1 BLK 8 BRUSH SUB L3 P24 PLATS, WCR 1/48 60 IRREG

a/k/a 313 Watson
Tax Parcel ID 01000771.



CITY OF DETROIT
PLANNING AND DEVELOPMENT DEPARTMENT

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE SUITE 808
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WWW.DETROITMI.GOV

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November 07, 2018

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

**RE: Property Sale by Development Agreement
3124 and 3136 Brush, 420 and 430 Erskine, 3137, 3129, 3119 and 3101 Beaubien,
427 and 437 Watson, Detroit, MI 48201**

Honorable City Council:

The City of Detroit, Planning and Development Department (P&DD) has received an offer from Brush and Watson LLC, a Michigan limited liability company, to purchase certain City-owned real property at 3124 and 3136 Brush, 420 and 430 Erskine, 3137, 3129 3119 and 3101 Beaubien, and 427 and 437 Watson, Detroit, MI (the "Properties") for the purchase price of One Million Two Hundred Thousand and 00/100 Dollars (\$1,200,000.00).

Brush and Watson LLC proposes to construct a mixed-income, mixed-use development on the Properties that will include approximately 168 residential rental units and 14,400 sq. ft. of retail/commercial space. Currently, the Properties are within a PD-H zoning district (Planned Development-Historic). The Historic District Commission reviewed the proposed use in October 2018 and it was determined that the proposed land sale will have the potential to be beneficial and have a positive effect on the Brush Park Historic District. An amendment to the respective PD-H zoning district that reflects the proposed use is intended to be submitted to your Honorable Body for approval in January 2019.

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

Respectfully submitted,

Maurice D. Cox
Director

ENTERED NOV 15 2018 m TF SB (310)

cc: Stephanie Washington, Mayor's Office

CITY CLERK 2018 NOV 9 PM 4:09

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 3124 and 3136 Brush; 420 and 430 Erskine; 3137, 3129, 3119 and 3101 Beaubien; and 427 and 437 Watson, Detroit, MI (the “Properties”), as more particularly described in the attached Exhibit A incorporated herein, to Brush and Watson LLC, a Michigan limited liability company, for the purchase price of One Million Two Hundred Thousand and 00/100 Dollars (\$1,200,000.00); and be it further

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

RESOLVED, that the development agreement shall obligate Brush and Watson LLC to: 1) cause a mixed-income, mixed-use development to be constructed on the Properties and 2) lease for a period of no less than 30 years at least 20% of the rental units constructed on the Properties at a lease rate that is affordable to residents with incomes of 80% AMI or less; and be it further

RESOLVED, that the following Property Sales Services Fees be paid from the sale proceeds pursuant to the City’s Property Management Agreement with the Detroit Building Authority (“DBA”): 1) Seventy Two Thousand and 00/100 Dollars (\$72,000.00) shall be paid to the DBA from the sale proceeds, 2) Sixty Thousand and 00/100 Dollars (\$60,000.00) shall be paid to the DBA’s real estate brokerage firm from the sale proceeds and 3) customary closing costs up to Five Hundred and 00/100 Dollars (\$500.00) shall be paid from the sale proceeds; and be it further

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

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

(See Attached Exhibit A)

EXHIBIT A

LEGAL DESCRIPTIONS

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

Parcel 1

E BRUSH S 45 FT OF LOT 2 BLK I BRUSH SUB L3 P24 PLATS, WCR 1/48 45 X 90

a/k/a 3124 Brush
Tax Parcel ID 01003827.

Parcel 2

E BRUSH N 45 FT OF LOT 2 BLK I BRUSH SUB L3 P24 PLATS, WCR 1/48 45 X 90

a/k/a 3136 Brush
Tax Parcel ID 01003828.

Parcel 3

S ERSKINE W 5 FT OF LOTS 27 & 28 MILLER & WILLCOX SUB L1 P86 PLATS, WCR 1/44
40 X 90

a/k/a 420 Erskine
Tax Parcel ID 01000777.

Parcel 4

S ERSKINE LOT 26 AND THE E 30 FT OF LOT 27 MILLER & WILLCOX SUB L1 P86
PLATS, WCR 1/44 65 X 90

a/k/a 430 Erskine
Tax Parcel ID 01000776.

Parcel 5

W BEAUBIEN N 35 FT OF LOT 25 MILLER & WILLCOX SUB L1 P86 PLATS W C R 1/44
35 X 96

a/k/a 3137 Beaubien
Tax Parcel ID 01003728-37

Parcel 6

W BEAUBIEN S 5 FT OF LOT 25 AND THE N 25 FT OF LOT 24 MILLER & WILLCOX L1
P86 PLATS, W C R 1/44 30 X 96

a/k/a 3129 Beaubien
Tax Parcel ID 01003738.

Parcel 7

W BEAUBIEN S 25 FT OF LOT 23 AND THE N 1/2 OF LOT 22 MILLER & WILLCOX L1
P86 PLATS, W C R 1/44 45 X 96

a/k/a 3119 Beaubien
Tax Parcel ID 01003740.

Parcel 8

W BEAUBIEN S ½ OF LOTS 22 AND 21 MILLER & WILLCOX L1 P86 PLATS, W C R 1/44
60 X 96

a/k/a 3101 Beaubien
Tax Parcel ID 01003741.

Parcel 9

N WATSON LOT 19 MILLER & WILLCOX SUB L1 P86 PLATS, WCR 1/44 35 X 90

a/k/a 427 Watson

Tax Parcel ID 01000774.

Parcel 10

N WATSON LOT 20 MILLER & WILLCOX SUB L1 P86 PLATS, WCR 1/44 35 X 90

a/k/a 437 Watson

Tax Parcel ID 01000775.




23
125

November 8, 2018

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

Honorable City Council:

Re: Real Properties at 1117, 1125, 1133, 1135, 1141, 1147, 1151, 1159, 1185, 1221, 2182, 2201, and 2222 Meldrum and 1767 Beaufait, Detroit, MI

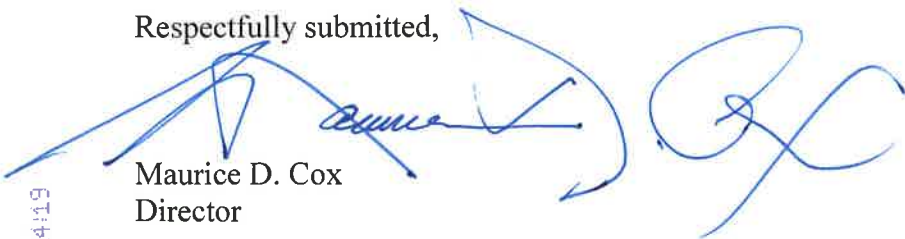
The City of Detroit Planning and Development Department (“**P&DD**”) has received an offer from The Province of St. Joseph of the Capuchin Order, Inc., a Michigan non-profit corporation (“**Offeror**”) requesting the conveyance by the City of Detroit (the “**City**”) of the real property, having street addresses of 1117, 1125, 1133, 1135, 1141, 1147, 1151, 1159, 1185, 1221, 2182, 2201, and 2222 Meldrum and 1767 Beaufait, Detroit, MI, 48214 (the “**Property**”).

The P&DD entered into a Purchase Agreement dated November 8, 2018 with the Offeror. Under the terms of a proposed Purchase Agreement, the Property would be conveyed to the Offeror by Quit Claim Deed (the “**Deed**”) for Fifty-Seven Thousand Five Hundred and 00/100 Dollars (\$57,500.00) (the “**Purchase Price**”).

Offeror, intends to landscape and maintain this property as additional greenspace and parking as an expansion of their adjacent facility. More specifically the land will be used to the support the development of the Solanus Casey Center a pilgrimage site for visitors to the city and the Capuchin ministry. The proposed use is by-right within the designated M3 and M4/Industrial district.

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

Respectfully submitted,



Maurice D. Cox
Director

cc: Stephanie Washington, Mayor’s Office

ENTERED NOV 15 2018 m TF SB (3,0)

CITY CLERK 8 NOV 2018 PM 4:19



BY COUNCIL MEMBER

WHEREAS, the City of Detroit Planning and Development Department (“**P&DD**”) has received an offer from **The Province of St. Joseph of the Capuchin Order, Inc., a Michigan non-profit corporation** (“**Offeror**”) requesting the conveyance by the City of Detroit (the “**City**”) of the real property, having street addresses of 1117, 1125, 1133, 1135, 1141, 1147, 1151, 1159, 1185, 1221, 2182, 2201, and 2222 Meldrum and 1767 Beaufait, Detroit, MI, 48214 (the “**Property**”), more specifically described in Exhibit A; and

WHEREAS, P&DD entered into a Purchase Agreement dated November 8, 2018, with **Offeror**; and

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

WHEREAS, Offeror intends to **landscape and maintain this property as additional greenspace and parking as an expansion of their adjacent facility. More specifically the land will be used to the support the development of the Solanus Casey Center a pilgrimage site for visitors to the city and the Capuchin ministry. The proposed use is by-right within the designated M3 and M4/Industrial district.**

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

RESOLVED, that Property may be transferred and conveyed to **Offeror**, in consideration for its payment of **Fifty-Seven Thousand Five Hundred and 00/100 Dollars (\$57,500.00)**; and be it further

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

RESOLVED, that customary closing costs up to **One Hundred and Ten Dollars (\$110.00)**, and broker commissions of **Two Thousand Eight Hundred Seventy-Five and no/100ths Dollars (\$2,875.00)** be paid from the sale proceeds under the City’s contract with the Detroit Building Authority; and be it further



RESOLVED, that a transaction fee of **Three Thousand Four Hundred Fifty and no/100ths Dollars (\$3,450.00)** be paid to the Detroit Building Authority from the sale proceeds pursuant to its contract with the City; and be it further

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

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

EXHIBIT A
LEGAL DESCRIPTION

- 1) W MELDRUM BLOCK 4 WALKERS SUB OF LOTS 114 THRU 125 L7 P51 PLATS, W C R 15/144 40X139.66

Parcel #15013834
1117 Meldrum

- 2) W MELDRUM S10 FT BLOCK 6 & BLOCK 5 WALKERS SUB OF LOTS 114 THRU 125 L7 P51 PLATS, W C R 15/144 40X139.66

Parcel #15013833
1125 Meldrum

- 3) W MELDRUM ALL THAT PT OF BLOCK 7 & BLOCK 6 DESC AS FOLS BEG AT A PTE IN W LINE OF MELDRUM AVE 60 FT WD DIST N 26D W 10 FT FROM S LINE OF LOT 6 TH S 64D 10M W 139.66 FT THN 26D W 33 FT TH 64D 10M E 77.64 FT TH S 85D 50M E 22 FT TH N 64D 10M E 43 FT TH ALG W LINE MELDRUM AVE S 26D E 22 FT TO P.O.B. WALKERS SUB L7 P51 PLATS, W C R 15/144 22 IRREG

Parcel #1501832.002L
1133 Meldrum

- 4) W MELDRUM ALL THAT PT OF BLOCK 7 DESC AS FOLS BEG AT A PTE IN W LINE OF MELDRUM AVE 60 FT WD DIST N 26D W 2 FT FROM S LINE OF SD LOT TH S 64D 10M W 43 FT TH N 85D 50M W 22 FT TH S 64D 10M W 77.64 FT TH N 26D W 17 FT TH N 64D 10M 139.66 FT TH ALG W LINE MEL- DRUM AVE S 26D E 28 FT TO P.O.B.WALKERS SUB L7 P51 PLATS, W C R 15/144 28 IRREG

Parcel #15013832.001
1135 Meldrum

- 5) W MELDRUM BLOCK 8 WALKERS SUB OF LOTS 114 THRU 125 L7 P51 PLATS, W C R 15/144 30X139.66

Parcel #15013831
1141 Meldrum

- 6) W MELDRUM BLOCK 9 WALKERS SUB OF LOTS 114 THRU 125 L7 P51 PLATS, W C R 15/144 30X139.66

Parcel #15013830
1147 Meldrum

- 7) W MELDRUM BLOCK 10 WALKERS SUB OF LOTS 114 THRU 125 L7 P51 PLATS, W C R 15/144 30X139.66

Parcel #15013829
1151 Meldrum

EXHIBIT A (CONTINUED)

- 8) W MELDRUM S1/2 BLOCK 13 & BLOCK 12 WALKERS SUB OF LOTS 114 THRU 125 L7 P51 PLATS, W C R 15/144 45X139.66

Parcel #15013827
1159 Meldrum

- 9) W MELDRUM BLOCK 16 WALKERS SUB OF LOTS 114 THRU 125 L7 P51 PLATS, W C R 15/144 30X139.66

Parcel #15013824
1185 Meldrum

- 10) W MELDRUM LOT 16 SUB OF PT OF MELDRUM FARM L7 P52 PLATS, W C R 15/140 30.83X139.66

Parcel # 15013820
1221 Meldrum

- 11) E MELDRUM LOT 14 HUNTS SUB L14 P92 PLATS, W C R 15/139 30 X 155

Parcel #15013544
2182 Meldrum

- 12) W MELDRUM LOT 24 HUNTS SUB L14 P92 PLATS, W C R 15/139 30 X 137.13

Parcel #15013792
2201 Meldrum

- 13) E MELDRUM LOTS 18 THRU 20 HUNTS SUB L14 P62 PLATS, W C R 15/139 81.72 X 155

Parcel #15013548
2222 Meldrum

- 14) W BEAUFIT LOT 92 TRAUGOTT SCHMIDTS SUB L9 P86 PLATS, W C R 15/25 30 X 153.94

Parcel #15013371
1767 Beaufait

Description Correct
Engineer of Surveys

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



CITY OF DETROIT
PLANNING AND DEVELOPMENT DEPARTMENT

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

DM
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126

October 3, 2018

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

**RE: Bridging Neighborhoods Program
Transfer to the Detroit Land Bank Authority - 8 Properties in Detroit, Michigan**

Honorable City Council:

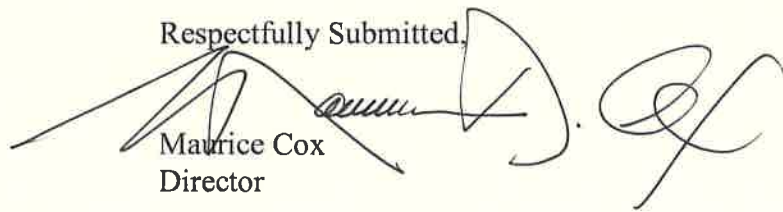
The Bridging Neighborhoods Program (the "Program") is now being offered to eligible homeowners in identified areas of Detroit, who currently occupy their homes and are directly affected by the Gordie Howe International Bridge Project.

Under the Program, these homeowners are being given the opportunity to purchase a Program renovated home ("Program Home") from the Detroit Land Bank Authority ("DLBA") or City for \$1.00, in exchange for the Program Buyer deeding their Exchange Eligible Home directly to the City. The City would then demolish and clear these acquired properties for future non-residential uses, including landscape buffering and commercial/industrial uses.

The City entered into an agreement with the DLBA to provide certain DLBA housing stock and real estate services ("Agreement") as needed by the Housing and Revitalization Department ("HRD") to support the Program. In 2017, the City acquired eight (8) unoccupied tax foreclosed properties (the "Properties") from the Wayne County Treasurer. HRD seeks authorization to transfer these homes to the DLBA, so that the DLBA may secure, maintain and conduct any necessary title reviews on the Properties. This would serve to mitigate some of the issues in preparing these homes for inclusion in the housing stock for this program.

We, therefore, respectfully request that your Honorable Body approve the transfer and adopt the attached resolution, authorizing the Planning and Development Department Director, or his authorized designee, to issue a quit claim deed to the Properties, as more particularly described in the attached Exhibit A, and such other documents as may be necessary to effectuate the transfer of the Properties, from the City of Detroit to the DLBA for the consideration of One and 00/100 Dollar (\$1.00).

Respectfully Submitted,



Maurice Cox
Director

MC/ajm

cc: S. Washington, Mayor's Office

ENTERED NOV 15 2018 MTF SB (3,0)

CITY CLERK 2018 NOV 6 PM 2:02



By Council Member _____

WHEREAS, The Housing and Revitalization Department is the administrator of the Bridging Neighborhoods Program (the “Program”), which is offered to eligible homeowners (the “Program Buyer”) in identified areas of Detroit, who currently occupy their homes (“Exchange Eligible Home”) and will be directly affected by the Gordie Howe International Bridge Project; and

WHEREAS, Under the Program, these homeowners are being given the opportunity to purchase a Program renovated home (“Program Home”) from the DLBA or City for a \$1.00, in exchange for the Program Buyer deeding their Exchange Eligible Home directly to the City. The City plans to demolish and clear these acquired properties for future non-residential uses, including landscape buffering and commercial/industrial uses; and

WHEREAS, The City entered into an agreement with the DLBA to provide certain DLBA housing stock and real estate services (“Agreement”) as needed by the Housing and Revitalization Department (“HRD”) to support the Program; and

WHEREAS, In 2017 the City acquired eight (8) unoccupied tax foreclosed properties (the “Properties”) from the Wayne County Treasurer. The transfer of these homes to the DLBA is necessary, so that the DLBA may secure, maintain and mitigate some of the issues in preparing these homes for inclusion in the housing stock for this program.

NOW, THEREFORE, BE IT RESOLVED, That in accordance with 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 the Properties, as more particularly described in the attached Exhibit A, and such other documents as may be necessary to effectuate the transfer of the Properties, from the City of Detroit to the DLBA for the consideration of One and 00/100 Dollar (\$1.00); and

BE IT FINALLY RESOLVED, that the Director of the Planning and Development Department, or his authorized designee, be and is hereby authorized to execute any required instruments to make or incorporate technical amendments or changes to the deed and such other documents as may be necessary to effectuate the transfer (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 no materially alter the substance or terms of the transfer.

A WAIVER OF RECONSIDERATION IS REQUESTED.

EXHIBIT A
LEGAL DESCRIPTIONS

LAND SITUATED IN THE CITY OF DETROIT, COUNTY OF WAYNE AND STATE OF MICHIGAN DESCRIBED AS FOLLOWS:

1. LOT 876 DANIEL SCOTTENS RE-SUB L3 P32 PLATS, W C R 16/26 30 X 150
1128 LIVERNOIS
WARD 16 ITEM 016970

2. S 30 FT OF N 152 FT of LOT 5 SCOTTEN & LOVETTS SUB L1 P198 PLATS, W C R 14/34 30 X 100
1947 SCOTTEN
WARD 14 ITEM 010031

3. LOT 4 RESUB OF BARTHOLOMEW EST SUB L25 P64 PLATS, W C R 14/44 29.8 X 90.3A
4445 TOLEDO
WARD 14 ITEM 000441

4. LOT 19 DISTELS SUB L11 P96 PLAT, W C R 20/129 30 X 112
798 DISTEL
WARD 20 ITEM 008491

5. LOT 34 CAHALANS SUB L19 P10 PLATS, W C R 20/181 30 X 90
8387 LANE
WARD 20 ITEM 003329

6. LOT 61 QUINN & HAGGERTYS SUB L17 P12 PLATS, W C R 14/35 30 X 102
2037 CLARKSDALE
WARD 14 ITEM 010073

7. LOT 79 DANIEL SCOTTENS RE-SUB L20 P67 PLATS, W C R 18/150 30 X 126
1021 LIVERNOIS
WARD 18 ITEM 007196

8. LOT 237 CALAHANS SUB L19 P10 PLATS, W C R 20/181 30 X 100
8360 LANE
WARD 20 ITEM 003436



CITY OF DETROIT
PLANNING AND DEVELOPMENT DEPARTMENT

COLEMAN A. YOUNG MUNICIPAL CENTER
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WWW.DETROITMI.GOV

DA
25
127

October 31, 2018

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

RE: Sale of vacated public alley – Petition No. 1534
North-South public alley (20 feet wide) within the block bounded by
Woodward Avenue, Grand River Avenue, John R. Street and Farmer Street

Honorable City Council:

Petition No. 1534, requested that your Honorable Body approve the outright vacation of the north-south public alley (20 feet wide) within the block bounded by Woodward Avenue, Grand River Avenue, John R. Street and Farmer Street (“Property”). Upon vacation, as the Property is located within the “Governor and Judges Plan”, title would vest in the City of Detroit. The Finance Director has declared that, subject to your Honorable Body’s approval, this parcel to be surplus and under the jurisdiction of the Planning and Development Department.

The City of Detroit Planning and Development Department (“P&DD”) has received an offer from 1400 Woodward Avenue LLC, a Michigan Domestic Limited Liability Company (“Offeror”) requesting to purchase this parcel for the amount of **Thirty Six Thousand and 00/100 Dollars**. The request is being made so that they may consolidate the Property with their adjacent parcel at 1400 Woodward, to accommodate the new Shinola Hotel development.

Written support for the Shinola Hotel development and 1400 Woodward Avenue LLC’s acquisition of the vacated alley has been provided by its neighbors DTRT 1456 Woodward LLC (1456 Woodward), 1448 Woodward Avenue LLC (1426-1448 Woodward) and Farmer Street Development (1401 Farmer Street).

The Property consists of vacant land measuring approximately 6011 square feet. Upon approval of this sale by your Honorable Body, it is to become part and parcel of the abutting parcels. The project area is zoned B5 (Major Business District) and within the Central Business District. The development of hotels within the Central Business District in a B5 zone is permitted by right.

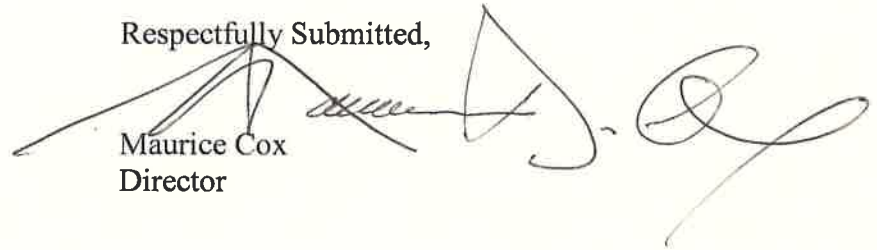
ENTERED NOV 15 2018 MTF SB (80)



Honorable Council
October 31, 2018
Page 2

We, therefore, request that your Honorable Body approve the sale and authorize the Director of the Planning and Development Department, 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, with 1400 Webward Avenue LLC, a Michigan Domestic Limited Liability Company for the amount of \$36,000.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Maurice Cox". The signature is written in a cursive, flowing style. It is positioned to the right of the typed name and title.

Maurice Cox
Director

MC/ajm

cc: Stephanie Washington, Mayor's Office



BY COUNCIL MEMBER _____

WHEREAS, Petition No. 1534, requested that your Honorable Body approve the outright vacation of the north-south public alley (20 feet wide) within the block bounded by Woodward Avenue, Grand River Avenue, John R. Street and Farmer Street (“Property”), as more particularly described in the attached Exhibit A. Upon vacation, as the Property is located within the “Governor and Judges Plan”, title would vest in the City of Detroit. The Finance Director has declared that, subject to your Honorable Body’s approval, this parcel to be surplus and under the jurisdiction of the Planning and Development Department; and

WHEREAS, The City of Detroit Planning and Development Department (“P&DD”) has received an offer from 1400 Webward Avenue LLC, a Michigan Domestic Limited Liability Company (“Offeror”) requesting to purchase this parcel for the amount of **Thirty Six Thousand and 00/100 Dollars**. The request is being made so that they may consolidate the Property with their adjacent parcel at 1400 Woodward, to accommodate the new Shinola Hotel development, and;

WHEREAS, the Property consists of vacant land measuring approximately 6011 square feet. Upon approval of this sale by your Honorable Body, it is to become part and parcel of the abutting parcels. The project area is zoned B5 (Major Business District) and within the Central Business District. The development of hotels within the Central Business District in a B5 zone is permitted by right, and

WHEREAS, as a condition of the sale, title to be conveyed is subject to the approval by Detroit City Council of Petition No. 1534 requesting the outright vacation of the Property;

NOW, THEREFORE, BE IT RESOLVED, that the Property, as more particularly described in the attached Exhibit A, is declared to be surplus and under the jurisdiction of the Planning and Development Department; and be it further

RESOLVED, that in accordance with the foregoing communication, the Director of the Planning and Development Department or his authorized designee, be and is hereby authorized to issue a quit claim deed to the Property, as more particularly described in the attached Exhibit A, and such other documents as may be necessary to effectuate the sale with 1400 Webward Avenue LLC, a Michigan Domestic Limited Liability Company for the amount of **Thirty Six Thousand and 00/100 Dollars (\$36,000.00)**; and be it further



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

RESOLVED, that the deed and such other documents necessary to effectuate the sale, will be considered confirmed when signed and executed by the Director of the Planning and Development Department, 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 more particularly described as:

Beginning at the Southeast corner of Lot 32, Plat of Section 7, Governor and Judges Plan as recorded December 23, 1848 in Liber 34, page 544 of Deeds, Wayne County Records; thence N30°11'27" W 300.90 feet along the westerly line of the alley, 20 feet wide to the southerly line of John R. Street, 55 feet wide, thence along said southerly line N59°46'14"E 20.00 feet to the easterly line of said alley; thence along said easterly line S30°11'27"E 300.92 feet to the northerly right-of-way line of East Grand River, 60 feet wide; thence along said northerly line, S59°50'52"W, 20.00 feet to the Point of Beginning and containing 0.138 acres of land.

DESCRIPTION CORRECT

for B. Swain BY *Jim Hall*
Engineer of Surveys



October 16, 2018

26
128

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

**RE: North End Neighborhood – Develop Detroit, Inc.
Development: generally bounded by Melbourne, John R., Chandler and
Brush**

Honorable City Council:

Within the last twelve (12) months, Develop Detroit, Inc., a Michigan Domestic Nonprofit Corporation (“Developer”), purchased nine (9) parcels of land from the Detroit Land Bank Authority (“DLBA”) to begin renovation work in the North End neighborhood.

Together with properties that they already owned, the Developer has begun the construction of eleven (11) new homes and the rehabilitation of seven (7) townhouses. This work is expected to be completed in spring 2019.

Pursuant to the First Amended and Restated Memorandum of Understanding (“MOU”) between the City of Detroit and the DLBA, approved by your Honorable Body on May 5, 2015, the DLBA may not transfer ten (10) or more parcels of property received from the City to the same transferee within any rolling twelve (12) month period without the prior approval of the Mayor and City Council.

The DLBA is now in receipt of an offer from the Developer, to enter into an option to purchase an additional nine (9) DLBA owned properties (as described in the attached Exhibit A) within the North End neighborhood. The properties are to be sold to the Developer and its affiliates, Develop Detroit Properties, Inc. and Dev Detroit Marwood Limited Dividend Housing Limited Partnership. The project area is generally bounded by Melbourne, John R., Chandler and Brush.

ENTERED NOV 15 2018 10 17 AM MF SB (2p)

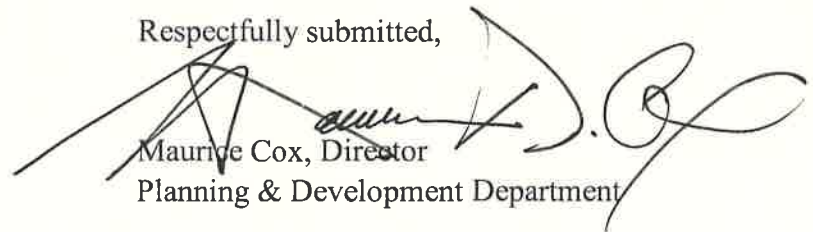


Honorable City Council
October 16, 2018
Page 2

The Developer and its affiliates propose to acquire the properties and, in conjunction with properties that they already own, renovate townhouse units, reconstruct an existing duplex, demolish and/or renovate two (2) dangerous and blighted structures (94 Mt. Vernon, 8042 John R) and install landscaping and open park space within the project area. The proposed uses are by-right within the designated R1 (Single-Family Residential) and R2 (Two-Family Residential) zoning districts or may require conditional land use approval.

The Planning & Development Department, therefore, requests that your Honorable Body authorize the Detroit Land Bank Authority to enter into an Option Agreement with Develop Detroit, Inc., a Michigan Domestic Nonprofit Corporation and/or its affiliates, Develop Detroit Properties, Inc. and Dev Detroit Marwood LDHALP, to sell the properties as more particularly referenced in the attached Exhibit A, for \$3.60 per square foot; and, upon exercise of the option by the optionee, to sell such property in accordance with the terms set forth in the Option Agreement.

Respectfully submitted,



Maurice Cox, Director
Planning & Development Department

MC/am

Attachments

Cc: Donald Rencher, HRD
Stephanie Washington, Mayor's Office



By Council Member _____

WHEREAS, The Detroit Land Bank Authority (“DLBA”) was created to assemble and dispose of publicly owned properties in a coordinated manner to foster the development of that property and to promote economic growth in the City of Detroit; and

WHEREAS, Within the last twelve (12) months, Develop Detroit, Inc., a Michigan Domestic Nonprofit Corporation (“Developer”), purchased nine (9) parcels from the DLBA to begin renovation work in the North End neighborhood; and

WHEREAS, Pursuant to the First Amended and Restated Memorandum of Understanding (“MOU”) between the City of Detroit and the DLBA, approved by the Detroit City Council on May 5, 2015, the DLBA may not transfer ten (10) or more parcels of property received from the City of Detroit to the same transferee within any rolling twelve (12) month period without the prior approval of the Mayor and City Council; and

WHEREAS, The DLBA is now in receipt of an offer from the Developer, to enter into an option to purchase an additional nine (9) DLBA owned properties (as described in the attached Exhibit A) within the North End neighborhood; and

WHEREAS, The Developer and its affiliates, in conjunction with property that they already own, propose to renovate townhouse units, reconstruct an existing duplex, demolish and/or renovate two (2) dangerous and blighted structures and install landscaping and open park space. The proposed uses are by-right within the designated R1 (Single-Family Residential) and R2 (Two-Family Residential) zoning districts or may require conditional land use approval.

NOW, THEREFORE, BE IT RESOLVED, that in accordance with the foregoing communication, the Detroit Land Bank Authority, be and is hereby authorized to enter into an Option Agreement to sell the property as more particularly described in the attached Exhibit A, to Develop Detroit, Inc. a Michigan Domestic Nonprofit Corporation and/or its affiliates, Develop Detroit Properties, Inc. and Dev Detroit Marwood LDHALP, for \$3.60 per square foot; and, upon exercise of the option by the optionee, to sell such property in accordance with the terms set forth in the Option Agreement.

EXHIBIT A

Address	Street	Ward	Item	Status
8034	John R	01	004057.004	Structure
8038	John R	01	004057.005	Structure
8042	John R	01	004057.006	Structure
80	Mt Vernon	01	002378	Structure
94	Mt Vernon	01	002377.009	Vacant Land
89	Marston	01	002324	Vacant Land
99	Marston	01	002325	Vacant Land
111	Marston	01	002326	Vacant Land
328	E. Philadelphia	01	002585	Structure



CITY OF DETROIT
PLANNING AND DEVELOPMENT DEPARTMENT

USE!

#27
COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE SUITE 808
DETROIT, MICHIGAN 48226
(313) 224-1339 • TTY:711
(313) 224-1310
WWW.DETROITMI.GOV

129

November 14, 2018

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

**RE: Correction - Sale of vacated public alley - Petition No. 1240
North-South public alley adjacent to 634 Selden and perpendicular to Selden Avenue**

Honorable City Council:

On July 11, 2017, your Honorable Body approved the outright vacation of the north-south public alley adjacent to 634 Selden and perpendicular to Selden Avenue. Before the area was re-platted, the entire 14.75 feet width of the alley adjoined 3915 Second (a/k/a "Redmond Plaza"), a small community park owned by the City of Detroit and under the jurisdiction of the City of Detroit Recreation Department. Upon its vacation, title to the entire width of the alley vested in the City as the owner of the abutting lots.

The adjacent now vacated alley ("Property") is not incorporated into the park. It is separated from the park by a brick knee wall. The Finance Director has declared that, subject to your Honorable Body's approval, the Property to be surplus and jurisdiction transferred from the Recreation Department to the Planning and Development Department.

The City of Detroit Planning and Development Department ("P&DD") has received an offer from 634 Selden 2018 L.L.C., a Michigan Domestic Limited Liability Company ("Offeror") requesting to purchase the Property for the amount of Ten Thousand Two Hundred and 00/100 Dollars. The request is being made so that they may add additional landscaping, greenspace and an outdoor seating area to accommodate their adjacent commercial property at 634 Selden.

The Property consists of vacant land measuring approximately 1476 square feet. Upon approval of this sale by your Honorable Body, it is to become part and parcel of the abutting parcel, 634 Selden. 634 Selden is zoned SD2 (Special Development District - Mixed Use). Also, the project lies within the Willis-Selden Historic District.

On a less than three (3) acre site, subject to the review of P&DD the proposed use is permissible in a SD2 zone. Additionally, the Offeror has obtained approval from the Historic District Commission for the current exterior work on the project and will continue to do so where required.

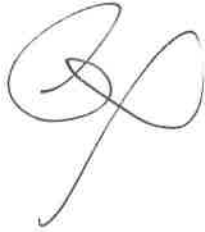

Rec. @ table 11/15/18 P&DD MTF SB (310)



Honorable Council
November 14, 2018
Page 2

We, therefore, request that your Honorable Body approve the sale and authorize the Director of the Planning and Development Department, 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, with 634 Selden 2018 L.L.C., a Michigan Domestic Limited Liability Company for the amount of \$10,200.00.

Respectfully Submitted,



Maurice Cox
Director

MC/ajm

cc: Stephanie Washington, Mayor's Office



BY COUNCIL MEMBER

WHEREAS, on July 11, 2017, your Honorable Body approved the outright vacation of the north-south public alley adjacent to 634 Selden and perpendicular to Selden Avenue. As a result, the alley became part and parcel of the abutting property, 3915 Second (a/k/a “Redmond Plaza”), a small community park owned by the City of Detroit and under the jurisdiction of the City of Detroit Recreation Department; and

WHEREAS, the adjacent now vacated alley (“Property”) is not incorporated into the park. The Finance Director has declared that, subject to your Honorable Body’s approval, the Property to be surplus and jurisdiction transferred from the Recreation Department to the Planning and Development Department; and

WHEREAS, The City of Detroit Planning and Development Department (“P&DD”) has received an offer from 634 Selden 2018, LLC, a Michigan Domestic Limited Liability Company (“Offeror”) requesting to purchase the Property for the amount of Ten Thousand Two Hundred and 00/100 Dollars. The request is being made so that they may add additional landscaping, greenspace and an outdoor seating area to accommodate their adjacent commercial property at 634 Selden; and

WHEREAS, The Property consists of vacant land measuring approximately 1476 square feet. Upon approval of this sale by your Honorable Body, it is to become part and parcel of the abutting parcel, 634 Selden. The project area is zoned SD2 (Special Development District – Mixed Use) and lies within the Willis-Selden Historic District; and

WHEREAS, on a less than three (3) acre site, subject to the review and approval of P&DD, the proposed use is permitted in a SD2 zone. Additionally, the Offeror has obtained approval from the Historic District Commission for the current exterior work on the project and will continue to do so where required;

NOW, THEREFORE, BE IT RESOLVED, that the Property, as more particularly described in the attached Exhibit A, is declared to be surplus and the jurisdiction of the Property is to be transferred from the City of Detroit Recreation Department to the Planning and Development Department; and be it further

RESOLVED, that in accordance with the foregoing communication, the Director of the Planning and Development Department or his authorized designee, be and is hereby authorized to issue a quit claim deed to the Property, as more particularly described in the attached Exhibit A, and such other documents as may be necessary to effectuate the sale with 634 Selden 2018 L.L.C. , a Michigan Domestic Limited Liability Company for the amount of Ten Thousand Two Hundred and 00/100 Dollars (\$10,200.00); and be it further



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

RESOLVED, that the deed and such other documents necessary to effectuate the sale, will be considered confirmed when signed and executed by the Director of the Planning and Development Department, 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 more particularly described as:

The South half of the vacated 14.75 foot wide north-south private alley lying easterly of and adjoining the easterly line of Lot 20, "Subdivision of part of the Cass Farm" as recorded in Liber 1, Pages 175-177 and further described as lying westerly of and adjoining the westerly line of Lots A, B and C "Subdivision of Lots 17, 18 and 19, Block 94 Cass Farm "as recorded in Liber 4, page 11, Wayne County Records, containing 1,460 S.F. (+/-) or 0.03 acres more or less.



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November 8, 2018

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

**RE: Sale of vacated public alley – Petition No. 145
North-South public alley within the block bounded by
Fort Street, Shelby Street, Congress and Washington**

Honorable City Council:

On September 11, 2018, your Honorable Body approved Petition No. 145, the outright vacation of the North-South public alley within the block bounded by Fort Street, Shelby Street, Congress and Washington (“Property”). Upon vacation, as the Property is located within the “Governor and Judges Plan”, title would vest in the City of Detroit. The Finance Director has declared that, subject to your Honorable Body’s approval, this parcel to be surplus and under the jurisdiction of the Planning and Development Department.

The City of Detroit Planning and Development Department (“P&DD”) has received an offer from 220 W Congress Detroit LLC, a Michigan Domestic Limited Liability Company (“Offeror”) requesting to purchase this parcel for the amount of **Twenty Six Thousand Four Hundred and 00/100 Dollars**. The request is being made so that the vacated alley may be developed into a pedestrian and small business activated space, attracting density to the south west section of downtown Detroit.

The Property consists of vacant land measuring approximately 2400 square feet. Upon approval of this sale by your Honorable Body, it is to become part and parcel of the abutting parcel at 220 W. Congress. The project area is zoned B5 (Major Business District) and within the Central Business District. This use is permissible in a B5 zone.

We, therefore, request that your Honorable Body approve the sale and authorize the Director of the Planning and Development Department, 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, with 220 W Congress Detroit LLC, a Michigan Domestic Limited Liability Company for the amount of \$26,400.

Respectfully Submitted,

Maurice Cox
Director

ENTERED NOV 15 2018
MTF SD (30)

MC/ajm

cc: Stephanie Washington, Mayor’s Office

CITY CLERK 2018 NOV 8 PM 4:52



BY COUNCIL MEMBER _____

WHEREAS, your Honorable Body approved Petition No. 145, the outright vacation of the north-south public alley within the block bounded by Fort Street, Shelby Street, Congress and Washington (“Property”), as more particularly described in the attached Exhibit A. Upon vacation, as the Property is located within the “Governor and Judges Plan”, title would vest in the City of Detroit. The Finance Director has declared that, subject to your Honorable Body’s approval, this parcel to be surplus and under the jurisdiction of the Planning and Development Department; and

WHEREAS, The City of Detroit Planning and Development Department (“P&DD”) has received an offer from 220 W Congress Detroit LLC, a Michigan Domestic Limited Liability Company (“Offeror”) requesting to purchase this parcel for the amount of **Twenty Six Thousand Four Hundred and 00/100 Dollars**. The request is being made so that they may consolidate the Property with their adjacent property at 220 W. Congress, to develop the vacated alley into a pedestrian and small business activated space, attracting density to the south west section of downtown Detroit; and

WHEREAS, the Property consists of vacant land measuring approximately 2400 square feet. Upon approval of this sale by your Honorable Body, it is to become part and parcel of the abutting parcel, 220 W. Congress. The project area is zoned B5 (Major Business District) and within the Central Business District. The proposed use is permissible in a B5 zone;

NOW, THEREFORE, BE IT RESOLVED, that the Property, as more particularly described in the attached Exhibit A, is declared to be surplus and under the jurisdiction of the Planning and Development Department; and be it further

RESOLVED, that in accordance with the foregoing communication, the Director of the Planning and Development Department or his authorized designee, be and is hereby authorized to issue a quit claim deed to the Property, as more particularly described in the attached Exhibit A, and such other documents as may be necessary to effectuate the sale with 220 W Congress Detroit LLC, a Michigan Domestic Limited Liability Company for the amount of **Twenty Six Thousand Four Hundred and 00/100 Dollars (\$26,400.00)**; and be it further



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

RESOLVED, that the deed and such other documents necessary to effectuate the sale, will be considered confirmed when signed and executed by the Director of the Planning and Development Department, or his authorized designee, and approved by Corporation Counsel as to form

Exhibit A

All of the North - South Alley

17.75 and 20 feet wide in the block of Congress Street, 60 feet wide, Fort Street, 100 feet wide, Washington Boulevard, 80 feet wide, and Shelby Street, 60 feet wide, as opened by deed accepted by Detroit Common Council on May 13th, 1958 on J.C.C. pages 1048-1049 and described as follows: parcel of land lying on the North side of Congress Street, East of Wayne Street (Now Washington Boulevard), being a part of Lot 10, Military Reserve, Plat of United States Grant to the City of Detroit, by the Governor and Judges under Act of Congress May 30th, 1826, recorded in Liber 5 on Page 218 City Records, City of Detroit, Wayne County, Michigan, and more particularly described as follows:

Beginning at the Southwesterly corner of Lot 8 of said Military Reserve, said point being also the intersection of the easterly line of Wayne Street, 50 feet wide, with northerly line of Congress Street, 50 feet wide; thence N. 60d 00m E. along the northerly line of Congress Street, 127.45 feet to a point, said point being the southwesterly corner and the point of beginning of the parcel herein described; thence N. 30d 00m W. (at right to Congress Street) 138.00 feet to a point; thence N. 60d 00m E. along the southerly line of a public alley, 20 feet wide, 20.81 feet to a point; thence S. 29d 58m 50s E. 73.00 feet to a point; thence S. 60d 00m W. 3.00 feet to a point; thence S. 29d 58m 50s E. 65.00 feet to a point on the northerly line of Congress Street; thence S. 60d 00m W. along the northerly line of Congress Street 17.75 feet to the point of beginning.

DESCRIPTION CORRECT


for Basil Sevin



CITY OF DETROIT
PLANNING AND DEVELOPMENT DEPARTMENT

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November 8, 2018

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

RE: Sale of Real Property at 4737 E. Seven Mile

Honorable City Council:

The City of Detroit Planning and Development Department (“P&DD”) is in receipt of an offer from Inner City Group, LLC a Michigan Limited Liability Company to purchase the above captioned property, 4737 E. Seven Mile, (the “Property”), for the amount of Three Thousand Seven Hundred Twenty Four and 00/100 Dollars (\$3,724.00) (the “Purchase Price”).

The Property consists of vacant land measuring approximately 6000 square feet and zoned B4 (General Business District). The Offeror proposes to construct an outdoor playground. This use is permitted in a B4 zone.

We, therefore, request that your Honorable Body approve the sale and authorize the Director of the Planning and Development Department, 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, with Inner City Group, LLC a Michigan Limited Liability Company for the amount of \$3,724.00.

Respectfully Submitted,

Maurice Cox
Director

Planning & Development Department

MC/ajm

cc: Stephanie Washington, Mayor’s Office

ENTERED NOV 15 2018 MTF SB (30)

CITY CLERK 2018 NOV 8 PM 4:14



By Council Member _____

WHEREAS, the City of Detroit Planning and Development Department ("P&DD") has received an offer from Inner City Group, LLC ("Offeror") requesting the conveyance by the City of Detroit of real property (the "Property") at 4737 E. Seven Mile, more particularly described in the attached Exhibit A; and

WHEREAS, the Property consists of vacant land measuring approximately 6000 square feet and zoned B4 (General Business District). The Offeror proposes to construct an outdoor playground. This use is permitted in a B4 zone;

NOW, THEREFORE, BE IT RESOLVED, that in accordance with the Offer to Purchase and the foregoing communication, the Director of the Planning and Development Department or his authorized designee, be and is hereby authorized to issue a quit claim deed to the Property, as more particularly described in the attached Exhibit A, and such other documents as may be necessary to effectuate the sale with Inner City Group, LLC a Michigan Limited Liability Company for the amount of **Three Thousand Seven Hundred Twenty Four and 00/100 Dollars (\$3,724.00)**; and be it further

RESOLVED, that customary closing costs up to **One Hundred and Ten Dollars (\$110.00)** and broker commissions of **One Hundred Eighty Six and 20/100 Dollars (\$186.20)** be paid from the sales proceeds under the City's contract with the Detroit Building Authority; and be it further

RESOLVED, that a transaction fee of **Two Hundred Twenty Three and 44/100 Dollars (\$223.44)** be paid to the Detroit Building Authority pursuant to its contract with the City; and be it further

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

RESOLVED, that the deed and such other documents necessary to effectuate the sale, will be considered confirmed when signed and executed by the Director of the Planning and Development Department, 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:

N SEVEN MILE RD E. 6.30 FT 24 25 26 SEVEN OAKS L 36 P9 PLATS, W C R 13/243
49.5 X 100

A/K/A 4737 E. 7 Mile Rd.
WARD 13 ITEM 008530-1



CITY OF DETROIT
PLANNING AND DEVELOPMENT DEPARTMENT

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November 8, 2018

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

RE: Sale of Real Property at 19000 W. Warren

Honorable City Council:

The City of Detroit Planning and Development Department (“P&DD”) is in receipt of an offer from Made Cellular, Inc. a Michigan Corporation to purchase the above captioned property, 19000 W. Warren, (the “Property”), for the amount of Forty Thousand and 00/100 Dollars (\$40,000.00) (the “Purchase Price”).

The Property consists of a 2600 square foot commercial structure with paved surface parking, situated on an area of land measuring approximately 9400 square feet and zoned B4 (General Business District). The Offeror proposes to renovate the Property for use as the new location for their cell phone business. This use is permitted in a B4 zone.

We, therefore, request that your Honorable Body approve the sale and authorize the Director of the Planning and Development Department, 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, with Made Cellular, Inc., a Michigan Corporation for the amount of \$40,000.00.

Respectfully Submitted,

[Handwritten signature of Maurice Cox]

Maurice Cox
Director
Planning & Development Department

MC/ajm

cc: Stephanie Washington, Mayor’s Office

ENTERED NOV 15 2018 MTF SB (310)

CITY CLERK 2018 NOV 8 PM 4:13



By Council Member _____

WHEREAS, the City of Detroit Planning and Development Department ("P&DD") has received an offer from Made Cellular, Inc. , a Michigan Corporation ("Offeror") requesting the conveyance by the City of Detroit of real property (the "Property") at 19000 W. Warren, more particularly described in the attached Exhibit A; and

WHEREAS, the Property consists of a 2600 square foot commercial structure with paved surface parking, situated on an area of land measuring approximately 9400 square feet and zoned B4 (General Business District). The Offeror proposes to renovate the Property for use as the new location for their cell phone business. This use is permitted in a B4 zone;

NOW, THEREFORE, BE IT RESOLVED, that in accordance with the Offer to Purchase and the foregoing communication, the Director of the Planning and Development Department or his authorized designee, be and is hereby authorized to issue a quit claim deed to the Property, as more particularly described in the attached Exhibit A, and such other documents as may be necessary to effectuate the sale with Made Cellular, Inc., a Michigan Corporation for the amount of **Forty Thousand and 00/100 Dollars (\$40,000.00)**; and be it further

RESOLVED, that customary closing costs up to **One Hundred and Ten Dollars (\$110.00)** and broker commissions of **Two Thousand and 00/100 Dollars (\$2,000.00)** be paid from the sales proceeds under the City's contract with the Detroit Building Authority; and be it further

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

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

RESOLVED, that the deed and such other documents necessary to effectuate the sale, will be considered confirmed when signed and executed by the Director of the Planning and Development Department, 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:

N WARREN 100 THRU 97 WARENDALE SUB L43 P38 PLATS, W C R 22/264
94 X 100

A/K/A 19000 W. WARREN
WARD 22 ITEM 000664-7



CITY OF DETROIT
PLANNING AND DEVELOPMENT DEPARTMENT

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November 8, 2018

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

RE: Sale of Real Property at 13800, 13850 Linwood

Honorable City Council:

The City of Detroit Planning and Development Department (“P&DD”) is in receipt of an offer from Fauvel Gouraud Distribution, LLC a California Limited Liability Company to purchase and develop the above captioned property, 13800 and 13850 Linwood (the “Property”), for the amount of Four Thousand Two Hundred and 00/100 Dollars (\$4,200.00) (the “Purchase Price”).

The Property consists of vacant land measuring approximately 7110 square feet and zoned B4 (General Business District). The Offeror proposes to construct a commercial wholesale and retail store. This use is permitted in a B4 zone.

We, therefore, request that your Honorable Body approve the sale and authorize the Director of the Planning and Development Department, 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, with Fauvel Gouraud Distribution, LLC a California Limited Liability Company for the amount of \$4,200.00.

Respectfully Submitted,

Maurice Cox
Director
Planning & Development Department

MC/ajm

cc: Stephanie Washington, Mayor's Office

ENTERED NOV 15 2018 MTF SB (310)



By Council Member _____

WHEREAS, the City of Detroit Planning and Development Department ("P&DD") has received an offer from Fauvel Gouraud Distribution, LLC a California Limited Liability Company ("Offeror") requesting the conveyance by the City of Detroit of real property at 13800 and 13850 Linwood ("the "Property"), more particularly described in the attached Exhibit A; and

WHEREAS, the Property consists of vacant land measuring approximately 7110 square feet and zoned B4 (General Business District). The Offeror proposes to construct a commercial wholesale and retail store. This use is permitted in a B4 zone;

NOW, THEREFORE, BE IT RESOLVED, that in accordance with the Offer to Purchase and the foregoing communication, the Director of the Planning and Development Department or his authorized designee, be and is hereby authorized to issue a quit claim deed to the Property, as more particularly described in the attached Exhibit A, and such other documents as may be necessary to effectuate the sale with Fauvel Gouraud Distribution, LLC a California Limited Liability Company, for the amount of **Four Thousand Two Hundred and 00/100 Dollars (\$4,200.00)**; and be it further

RESOLVED, that customary closing costs up to **One Hundred and Ten Dollars (\$110.00)** and broker commissions of **Two Hundred Ten and 00/100 Dollars (\$210.00)** be paid from the sales proceeds under the City's contract with the Detroit Building Authority; and be it further

RESOLVED, that a transaction fee of **Two Hundred Fifty Two and 00/100 Dollars (\$252.00)** be paid to the Detroit Building Authority pursuant to its contract with the City; and be it further

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

RESOLVED, that the deed and such other documents necessary to effectuate the sale, will be considered confirmed when signed and executed by the Director of the Planning and Development Department, 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:

E LINWOOD 853 THRU 855 EXC LINWOOD AVE AS WD ROBERT OAKMANS TWELFTH ST SUB
L 34 P90 PLATS, W C R 10/135 60 X 90

E LINWOOD 857 EXC LINWOOD AVE AS WD ROBERT OAKMANS TWELFTH ST SUB
L34 P90 PLATS W C R 10/135 19 X 90

A/K/A 13800 AND 13850 LINWOOD
WARD 10 ITEMS 007518 AND 007520



CITY OF DETROIT
PLANNING AND DEVELOPMENT DEPARTMENT

COLEMAN A. YOUNG MUNICIPAL CENTER
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(313) 224-1310
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November 8, 2018

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

RE: Sale of Real Property at 210 E. Bethune

Honorable City Council:

The City of Detroit Planning and Development Department (“P&DD”) is in receipt of an offer from EBE Bethune LLC, a Michigan Limited Liability Company to purchase the above captioned property, 210 E. Bethune, (the “Property”), for the amount of Three Hundred Fifty Thousand and 00/100 Dollars (\$350,000.00) (the “Purchase Price”).

The Property consists of a two (2) story 7068 square foot structure in need of repair situated on an area of land measuring approximately 23000 square feet and zoned B4 (General Business District). There is also a small adjacent structure containing approximately 1,122 square feet. The building has been vacant for many years.

The Offeror proposes to renovate the structure into commercial office space. This use is permitted by right in a B4 zone.

We, therefore, request that your Honorable Body approve the sale and authorize the Director of the Planning and Development Department, or his authorized designee, to execute an agreement to purchase and develop 210 E. Bethune, as more particularly described in the attached Exhibit A, with EBE Bethune LLC, a Michigan Limited Liability Company, together with a deed to the property and such other documents as may be necessary to effectuate the sale, for the amount of \$350,000.00.

Respectfully Submitted,

Maurice Cox
Director
Planning & Development Department

ENTERED NOV 15 2018 MTF SB(30)

MC/ajm

cc: Stephanie Washington, Mayor’s Office

CITY CLERK 2018 NOV 8 PM 4:13



By Council Member _____

WHEREAS, the City of Detroit Planning and Development Department (“P&DD”) has received an offer from EBE Bethune LLC, a Michigan Limited Liability Company (“Offeror”) requesting the conveyance by the City of Detroit of real property (the “Property”) at 210 E. Bethune, more particularly described in the attached Exhibit A; and

WHEREAS, the Property is the former Detroit Police Department Precinct No. 9. It served as stables for the mounted police horses. The Property consists of a two (2) story 7068 square foot structure situated on an area of land measuring approximately 23000 square feet and zoned B4 (General Business District). There is also a small adjacent structure containing approximately 1,122 square feet. The building has been vacant for many years; and

WHEREAS, the Offeror proposes to renovate the structure into commercial office space. This use is permitted by right in a B4 zone;

NOW, THEREFORE, BE IT RESOLVED, that in accordance with the Offer to Purchase and the foregoing communication, the Director of the Planning and Development Department or his authorized designee, be and is hereby authorized, to execute an agreement to purchase and develop 210 E. Bethune, as more particularly described in the attached Exhibit A, with EBE Bethune LLC, a Michigan Limited Liability Company, together with a deed to the property and such other documents as may be necessary to effectuate the sale, for the amount of **Three Hundred Fifty Thousand and 00/100 Dollars (\$350,000.00)**; and be it further

RESOLVED, that customary closing costs up to **One Hundred and Ten Dollars (\$110.00)** and broker commissions of **Seventeen Thousand Five Hundred and 00/100 Dollars (\$17,500.00)** be paid from the sales proceeds under the City’s contract with the Detroit Building Authority; and be it further

RESOLVED, that a transaction fee of **Twenty One Thousand and 00/100 Dollars (\$21,000.00)** be paid to the Detroit Building Authority pursuant to its contract with the City; and be it further

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



RESOLVED, that the deed and such other documents necessary to effectuate the sale, will be considered confirmed when signed and executed by the Director of the Planning and Development Department, 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:

S BETHUNE 289 THRU 294 AND VAC CUSTER AVE ADJ WM Y HAMLIN & S J BROWNS
L8 P72 PLATS, W C R 1/103 184.75 X 128.32A

A/K/A 210 E. BETHUNE
WARD 01 ITEM 002114-5



CITY OF DETROIT
PLANNING AND DEVELOPMENT DEPARTMENT

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November 08, 2018

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

**RE: Sale of Real Property - Plymouth Township Site
Located at Five Mile and Napier Road, Plymouth Twp., MI**

Honorable City Council:

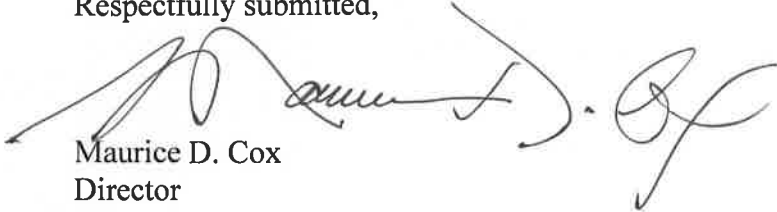
The Planning & Development Department (“P&DD”) has received an offer from Prime Land Holdings, LLC (“Offeror”), a Michigan limited liability company, to purchase certain City-owned real property located near Five Mile and Napier Road, Plymouth Township, MI 48170 (the “Property”) for the purchase price of Six Million and 00/100 Dollars (\$6,000,000.00) (“Purchase Price”).

Offeror intends to use the Property for industrial operations in compliance with the zoning ordinances of Plymouth Township, MI. The Property is a 190 acre parcel that is currently within an IND zoning district (Industrial). Officials at Plymouth Twp. have indicated a rezoning of the Property is not being considered.

P&DD and Offeror have entered into a Purchase Agreement that requires closing of the sale within thirty (30) days after the Offer’s sixty (60) days due diligence period.

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

Respectfully submitted,



Maurice D. Cox
Director

cc: Stephanie Washington, Mayor’s Office

ENTERED NOV 15 2018 MTF SB (301)

CITY CLERK 2018 NOV 15 PM 4:27

RESOLUTION

BY COUNCIL MEMBER _____

WHEREAS, the City of Detroit, Planning and Development Department (“P&DD”) has received an offer from Prime Land Holdings, LLC (“Offeror”), a Michigan limited liability company, requesting the conveyance by the City of Detroit (“City”) of certain real property located near Five Mile and Napier Road, Plymouth Township, MI 48170 (the “Property”) as more particularly described in the attached Exhibit A incorporated herein; and

WHEREAS, P&DD has entered into a Purchase Agreement for sale of the Property to Offeror for Six Million and 00/100 Dollars (\$6,000,000.00) (the “Purchase Agreement”); and

WHEREAS, in the best interests of the City, the Property has been marketed and publicly advertised for the last several years; now, therefore, be it

RESOLVED, that Detroit City Council hereby approves of the sale of the Property to Offeror for the purchase price of Six Million and 00/100 Dollars (\$6,000,000.00); and be it further

RESOLVED, that the Director of P&DD, or his authorized designee, is authorized to execute a quit claim deed for the sale of the Property, as well as execute such other documents that may be necessary or convenient to effect the transfer of the Property to Offeror consistent with this resolution and in accordance with the Purchase Agreement; and be it further

RESOLVED, that the following Property Sales Services Fees be paid from the sale proceeds pursuant to the City’s Property Management Agreement with the Detroit Building Authority (“DBA”): 1) Three Hundred Sixty Thousand and 00/100 Dollars (\$360,000.00) shall be paid to the DBA from the sale proceeds, 2) Three Hundred Thousand and 00/100 Dollars (\$300,000.00) shall be paid to the DBA’s real estate brokerage firm from the sale proceeds and 3) customary closing costs up to Two Thousand and 00/100 Dollars (\$2,000.00) shall be paid from the sale proceeds; and be it further

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

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

(See Attached Exhibit A)

EXHIBIT A

LEGAL DESCRIPTION

A PARCEL OF LAND IN THE NORTH 1/2 OF SECTION 19, TOWN 1 SOUTH, RANGE 8 EAST, PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN AND BEING MORE SPECIFICALLY DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 19; THENCE SOUTH 88 DEGREES 31 MINUTES 33 SECONDS WEST 1284.22 FEET ALONG THE NORTH LINE OF SAID SECTION 19 AND THE CENTERLINE OF FIVE MILE ROAD TO AN INTERMEDIATE TRAVERSE LINE OF THE CENTERLINE OF JOHNSON CREEK FOR THE POINT OF BEGINNING; THENCE SOUTH 38 DEGREES 58 MINUTES 31 SECONDS WEST 1499.20 FEET ALONG THE INTERMEDIATE TRAVERSE LINE OF JOHNSON CREEK; THENCE SOUTH 25 DEGREES 39 MINUTES 34 SECONDS WEST 1692.40 FEET ALONG THE INTERMEDIATE TRAVERSE LINE OF JOHNSON CREEK TO THE EAST AND WEST Y. LINE OF SAID SECTION 19; THENCE SOUTH 88 DEGREES 36 MINUTES 35 SECONDS WEST 2409.40 FEET ALONG THE EAST AND WEST 1/4 LINE OF SAID SECTION 19 TO THE WEST LINE OF SAID SECTION 19; THENCE NORTH 00 DEGREES 00 MINUTES 22 SECONDS EAST 2645.36 FEET ALONG THE WEST LINE OF SAID SECTION 19 TO THE NORTH LINE OF SAID SECTION 19 AND THE CENTERLINE OF FIVE MILE ROAD; THENCE NORTH 88 DEGREES 32 MINUTES 48 SECONDS EAST 2726.55 FEET ALONG THE NORTH LINE OF SAID SECTION 19 AND THE CENTERLINE OF FIVE MILE ROAD TO THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 19; THENCE NORTH 88 DEGREES 31 MINUTES 33 SECONDS EAST 1359.00 FEET ALONG THE NORTH LINE OF SAID SECTION 19 AND THE CENTERLINE OF FIVE MILE ROAD TO THE POINT OF BEGINNING.

A/K/A
SEC Five Mile & Napier
Plymouth Twp., Michigan 48170
Tax ID 78-001-99-0001-70



CITY OF DETROIT
RECREATION DEPARTMENT
ADMINISTRATION OFFICE

18100 MEYERS
DETROIT, MICHIGAN 48235
(313) 224-1100 • TTY:711
(313) 224-3544
WWW.DETROITMI.GOV

24
H

136

October 16, 2018

Honorable City Council:

Re: Authorization to accept a donation of trees from ReLeaf Michigan, Inc. to be planted at Forest Park.

Detroit General Services Department requests authorization from your Honorable Body to accept a donation of sixty (60) trees from ReLeaf Michigan, Inc. The trees are to be purchased, planted, and watered. ReLeaf Michigan, Inc. will borne the cost of approximately \$35,000 through a grant funded by Enterprise Rent-A-Car.

The tree planting project will take place in November, 2018. ReLeaf Michigan, Inc. has worked with the General Services Department to ensure the trees are desired by the community. ReLeaf Michigan, Inc. will hire a contractor to keep the trees watered for the 2019 and 2020 summer seasons.

We respectfully request your authorization to accept this donation of park improvements with a Waiver of Reconsideration

Sincerely,

Janet Anderson

Janet Anderson
Director

ENTERED NOV 15 2018 — MT NB AS (312)

CITY CLERK 2018 NOV 5 PM 12:04



Resolution

Council Member _____

Whereas, the General Services Department is requesting authorization to accept a donation of sixty (60) trees, to be purchased, and planted by ReLeaf Michigan, Inc.

Whereas, the tree planting will take place November, 2018. ReLeaf Michigan, Inc. will hire a contractor to water and maintain the trees through the 2019 and 2020 summer season. ReLeaf Michigan, Inc. has worked with the General Services staff to ensure the trees are desired by the community surrounding Forest Park. The value of the sixty trees has an estimated value of \$35,000

Resolved, the General Services Department is authorized to accept a donation of sixty (60) trees from ReLeaf Michigan, Inc. to be planted at Forest Park.



CITY OF DETROIT
RECREATION DEPARTMENT
ADMINISTRATION OFFICE

18100 MEYERS
DETROIT, MICHIGAN 48235
(313) 224-1100 • TTY:711
(313) 224-3544
WWW.DETROITMI.GOV

~~12~~
12
137

October 31, 2018

Honorable City Council:

Re: Authorization to accept a donation of park improvements from DTE Energy.

Detroit General Services Department requests authorization from your Honorable Body to accept a donation of park improvements that will include the purchase and installation of four (4) solar lights to be installed at O'Shea Park. The four solar lights have an estimated value of \$16,750 to be borne by DTE Energy.

Through collaboration with DTE Energy we have worked with community representatives to ensure these improvements are desired. The lights will not require any maintenance through the year.

We respectfully request your authorization to accept this donation of park improvements with a Waiver of Reconsideration

Sincerely,

Janet Anderson
Director

ENTERED NOV 15 2018 -MTNB AS B.W



Resolution

Council Member _____

Whereas, the General Services Department is requesting authorization to accept a donation of park improvements, to include the installation of four (4) solar lights in O'Shea Park. The four solar lights have an estimated value of \$16,750 to be borne by DTE Energy

Resolved, the General Services Department is authorized to accept a donation of park improvements from DTE Energy to include the purchase and installation of four (4) solar lights inside O'Shea Park.



CITY OF DETROIT
RECREATION DEPARTMENT
ADMINISTRATION OFFICE

18100 MEYERS
DETROIT, MICHIGAN 48235
(313) 224-1100 • TTY: 711
(313) 224-3544
WWW.DETROITMI.GOV

13

138

November 8, 2018

Honorable City Council:

Re: Authorization to accept a donation of park improvements from Nancy Lieberman Charities

Detroit General Services Department requests authorization from your Honorable Body to accept a donation of park improvements that will include the purchase and installation of a Dream Court to be placed at Erma Henderson Park. The improvements have an estimated cost of \$55,000; of which the total cost will be borne by the Nancy Lieberman Charities. This installation will include laying the surfacing and installing six (6) new backboards with rims.

Through collaboration with Under Armour; Nancy Lieberman Charities has work with community representatives to ensure the park improvements are desired.

We respectfully request your authorization to accept this donation of park improvements with a Waiver of Reconsideration.

Sincerely,

LaJuan Counts
Deputy Director

ENTERED NOV 15 2018 - MTNB AS 3.0



Resolution

Council Member _____

Whereas, the General Services Department is requesting authorization to accept a donation of park improvements, to include laying of court surfacing and the installation of six (6) backboards with rims at Erma Henderson Park. The purchase and installation of the Dream Court has an estimated value of \$55,000; of which the Nancy Lieberman Charities will borne the complete cost of installation.

Resolved, the General Services Department is authorized to accept a donation of park improvements from Nancy Lieberman Charities to be installed at Erma Henderson Park.



CITY OF DETROIT
PUBLIC LIGHTING DEPARTMENT

1340 THIRD STREET
DETROIT, MICHIGAN 48226
PHONE 313•267•5130
FAX 313•267•8152
WWW.DETROITMI.GOV

May 1, 2018

68
124
139

Honorable Council President Brenda Jones
1340 Coleman A. Young Municipal Center
Detroit, MI 48226

RE: Sts. Peter & Paul Jesuit Church
Petition #561 reference #1766

Dear Council Member,

In regards to Petition #561 from Sts. Peter & Paul Jesuit Church dated October 8, 2018, it was received by the Public Lighting Department (PLD) October 25, 2018 for a renewal permit to change the removal date to extend through April 9, 2019.

Approval is granted even though the petition was created outside the 60 day time limit, PLD will approve it for a renewal of banners already in place and does not require as much time to verify safety and system integrity. PLD will continue to endeavor to address all petitions in a timely manner working with the Honorable City Council and City Clerk's Office.

Respectfully Submitted,

John Prymack, Director
Public Lighting Department

Enclosure: Petition

Cc: Council Members
File
PLA

ENTERED NOV 19 2018 M.T.F. NB

(RM)

2-0

(SB; RM)

CITY CLERK 31 OCT 2018 PM 3:38



CITY OF DETROIT
DEPARTMENT OF PUBLIC WORKS
CITY ENGINEERING DIVISION

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVE. SUITE 601
DETROIT, MICHIGAN 48226
PHONE: (313) 224-3949 • TTY: 711
FAX: (313) 224-3471
WWW.DETROITMI.GOV

November 2, 2018

Honorable City Council:

125
140

RE: Petition No. 452- Giffels Webster on behalf of Wayne County request the outright vacation of the utility easement located on the block bounded by Russell, Riopelle, Frederick and Kirby.

Petition No. 452 of Giffels Webster on behalf of Wayne County request to outright vacate the southerly 1/2 of the north-south alley, 18 feet wide, (now an easement) in the block bounded by Frederick, 60 feet wide, Kirby, 60 feet wide, Russell Street, 80 feet wide, and Riopelle Street, 50 feet wide.

The petition was referred to the City Engineering Division – DPW for investigation (utility review) and report. This is our report.

The request is being made to facilitate construction of the new Wayne County Justice Complex.

The subject alley was vacated and converted to easement by your Honorable Body on May 14, 1975 J.C.C. pages 983-984; and recorded at Wayne County Records in Liber 19111 on page 639.

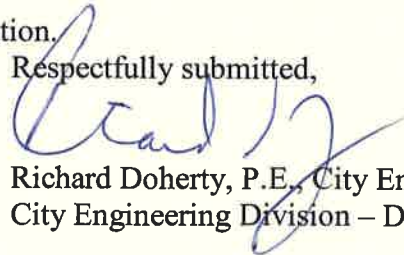
The request was approved by the Solid Waste Division – DPW, and Traffic Engineering Division – DPW, and City Engineering - DPW.

Detroit Water and Sewerage Department (DWSD) has no objection to the vacation provided certain provisions are met. The DWSD provisions are a part of the attached resolution.

All other involved City departments and privately owned utility companies have reported no objections to the vacations. Provisions for relocation of the utilities and the City services are a part of this resolution.

I am recommending adoption of the attached resolution.

Respectfully submitted,


Richard Doherty, P.E., City Engineer
City Engineering Division – DPW

/JMK

Cc: Ron Brundidge, Director – DPW
Mayor's Office – City Council Liaison

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

CITY CLERK 7 NOV 2018 4:10:28

BY COUNCIL MEMBER _____

RESOLVED, that the southerly ½ of the north-south alley, 18 feet wide (now an easement) in the block bounded by Frederick, 60 feet wide, Kirby, 60 feet wide, Russell Street, 80 feet wide, and Riopelle Street, 50 feet wide, all more particularly described as land in the City of Detroit, Wayne County, Michigan being: the north-south alley, 18 feet wide, lying westerly of and adjoining the westerly line of Lot 25 "Plat of Subdivision of Out Lots 7, 8, & 9, Guoin Farm, North of Gratiot Road, T2S.R.12E. City of Detroit, Wayne County, Michigan" as recorded in Liber 7, Page 15 of Plats, Wayne County Records; also lying easterly of and adjoining the easterly line of Lots 7, 8, 9, 10, and the southerly 10.09 feet of Lot 6 "Patrick's Subdivision of Lots 21, 22, 23, 24, 37, 38, 39, 40 and 18.6 ft. of Lot 44 including vacated alley north of Lots 21, 22, 23, and 24 and south of Lots 37, 38, 39 and 40 of the Subdivision of Out Lots 7, 8, & 9 Guoin Farm North of Gratiot Road, Detroit, Wayne County, Mich." As recorded in Liber 9, Page 67 of Plats, Wayne County Records.

Be and the same is hereby vacated (outright) as public right-of-way to become part and parcel of the abutting property, subject to the following provisions:

PROVIDED, that petitioner/property owner make satisfactory arrangements with any and all utility companies for cost and arrangements for the removing and/or relocating of the utility companies and city departments services or granting of easements if necessary, and further

PROVIDED, that the petitioner shall maintain Fire Department vehicle access to all buildings, fire department connections and fire hydrants, and further

PROVIDED, that the petitioner shall design and construct proposed sewers and to make connections to the existing public sewers as required by the Detroit Water and Sewerage Department (DWSD) prior to the construction of the proposed sewers ; and further

PROVIDED, that the plans for the sewers shall be prepared by a registered engineer; and further

PROVIDED, that DWSD be and is hereby authorized to review the drawings for the proposed sewers and to issue permits for the construction of the sewers ; and further

PROVIDED, that the entire work is to be performed in accordance with plans and specifications approved by DWSD and constructed under the inspection and approval of DWSD; and further

PROVIDED, that the entire cost of the proposed sewers construction, including inspection, survey and engineering shall be borne by the petitioner; and further

PROVIDED, that the petitioner shall deposit with DWSD, in advance of engineering, inspection and survey, such amounts as the department deems necessary to cover the costs of these services; and further

PROVIDED, that the petitioner shall grant to the City a satisfactory easement for the sewers; and further

PROVIDED, that the Board of Water Commissioners shall accept and execute the easement grant on behalf of the City; and further

PROVIDED, that the petitioner/property owner shall provide DWSD with as-built drawings on the proposed sewers; and further

PROVIDED, that the petitioner shall provide a (1) one year warranty for the proposed sewers; and further

PROVIDED, that upon satisfactory completion, the sewers shall become City property and become part of the City system. Any exiting sewers that were abandoned shall belong to the petitioner and will no longer be the responsibility of the City; and further

PROVIDED, that removal and construction of new curb and sidewalk and any other work in the public right-of-way shall be done under city permit and inspection according to City Engineering Division – DPW specifications with all costs borne by the abutting owner(s), their heir or assigns; and further

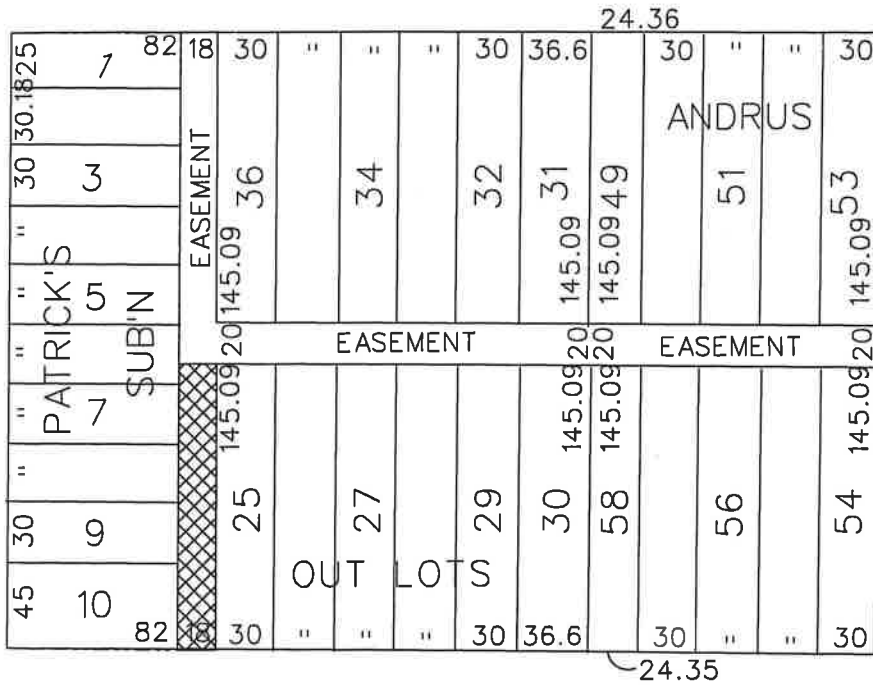
PROVIDED, That the City Clerk shall within 30 days record a certified copy of this resolution with the Wayne County Register of Deeds.

PETITION NO. 452
 WAYNE COUNTY
 C/O GIFFELS WEBSTER
 28 W. ADAMS, SUITE 1200
 DETROIT, MICHIGAN 48226
 C/O SCOTT CLEIN
 PHONE NO. 313 962-4442



KIRBY AVE. 60 FT. WD.

RUSSELL ST. 80 FT. WD.



RIOPELLE ST. 50 FT. WD.

FREDERICK AVE. 60 FT. WD.



- OUTRIGHT VACATION

(FOR OFFICE USE ONLY)

CARTO 40 C

B					REQUEST TO OUTRIGHT VACATE THE SOUTH PORTION OF THE NORTH/SOUTH PUBLIC EASEMENT, 18 FT. WD. IN THE BLOCK BOUND BY KIRBY, FREDERICK AVE, RIOPELLE AND RUSSELL ST.	CITY OF DETROIT CITY ENGINEERING DEPARTMENT SURVEY BUREAU
	A					
DESCRIPTION		DRWN	CHKD	APPD	DATE	DRWG. NO. X 452
DRAWN BY		CHECKED				
DATE		APPROVED				



CITY OF DETROIT
DEPARTMENT OF PUBLIC WORKS
CITY ENGINEERING DIVISION

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVE. SUITE 601
DETROIT, MICHIGAN 48226
PHONE: (313) 224-3949 • TTY: 711
FAX: (313) 224-3471
WWW.DETROITMI.GOV

106
125
141

November 1, 2018

Honorable City Council:

RE: Petition No. 195 — Lakeridge Village request vacation of a partial public alley right-of-way in the area bounded by Fairfield Street and Belden Street.

Petition No. 195 — Lakeridge Village request to vacate and convert to easement the east ½ of the east-west public alley, 18 feet wide, in the block bounded by Midland Avenue, 50 feet wide, Puritan Avenue, 66 feet wide, Belden Avenue, 50 feet wide and Fairfield Avenue, 50 feet wide.

The petition was referred to the City Engineering Division – DPW for investigation (utility review) and report. This is our report.

The request is being made in order to consolidate properties and close off an unused alley in the block and for the resident’s security.

The request was approved by the Solid Waste Division – DPW, and Traffic Engineering Division – DPW, and City Engineering - DPW.

Detroit Water and Sewerage Department (DWSD) has no objection to the conversion to easement. The specific DWSD provisions for easements are included in the resolution.

All other involved City Departments, and privately owned utility companies have reported no objections to the conversion of the public right-of-way into a private easement for public utilities. Provisions protecting utility installations are part of the attached resolution.

I am recommending adoption of the attached resolution.

Respectfully submitted,

Richard Doherty, P.E., City Engineer
City Engineering Division – DPW

ENTERED NOV 19 2018 M, T, F. NB

(RM) 2-0 (SB; RM)

/JK

Cc: Ron Brundidge, Director, DPW
Mayor’s Office – City Council Liaison

CITY CLERK 7 NOV 2018 PM 1:02

BY COUNCIL MEMBER. _____

RESOLVED, that all of the east ½ of the east-west public alley, 18 feet wide, in the block bounded by Midland Avenue, 50 feet wide, Puritan Avenue, 66 feet wide, Belden Avenue, 50 feet wide and Fairfield Avenue, 50 feet wide, and further described as: land in the City of Detroit, Wayne County, Michigan, being that part of the public alley, 18 feet wide, lying north of and adjoining the north line of Lot 207, also lying south of and adjoining the south line of Lots 40, 41, 42 and the east 7.5 feet of Lot 39 “Ford View Subdivision of Lot 5, Plan of E ½ of SE ¼ and W ½ of SE ¼ of Section 15, T1S.,R.11E. Greenfield Township, Wayne County, Michigan” as recorded in Liber 29, Page 63 of Plats, Wayne County Records.

Be and the same is hereby vacated as a public right-of-way and converted into a private easement for public utilities of the full width of the right-of-way, which easement shall be subject to the following covenants and agreements, uses, reservations and regulations, which shall be observed by the owners of the lots abutting on said right-of-way and by their heirs, executors, administrators and assigns, forever to wit:

First, said owners hereby grant to and for the use of the public an easement or right-of-way over said vacated public alley herein above described for the purposes of maintaining, installing, repairing, removing, or replacing public utilities such as water mains, sewers, gas lines or mains, telephone, electric light conduits or poles or things usually placed or installed in a public alley in the City of Detroit, with the right to ingress and egress at any time to and over said easement for the purpose above set forth,

Second, said utility easement or right-of-way in and over said vacated alley herein above described shall be forever accessible to the maintenance and inspection forces of the utility companies, or those specifically authorized by them, for the purpose of inspecting, installing, maintaining, repairing, removing, or replacing any sewer, conduit, water main, gas line or main, telephone or light pole or any utility facility placed or installed in the utility easement or right-of-way. The utility companies shall have the right to cross or use the driveways and yards of the adjoining properties for ingress and egress at any time to and over said utility easement with any necessary equipment to perform the above mentioned task, with the understanding that the utility companies shall use due care in such crossing or use, and that any property damaged by the utility companies, other than that specifically prohibited by this resolution, shall be restored to a satisfactory condition,

Third, said owners for their heirs and assigns further agree that no buildings or structures of any nature whatsoever including, but not limited to, concrete slabs or driveways, retaining or partition walls (except necessary line fences), shall be built or placed upon said easements, nor change of surface grade made, without prior approval of the City Engineering Division – DPW,

Fourth, that if the owners of any lots abutting on said vacated alley shall request the removal and/or relocation of any existing poles or other utilities in said easement; such owners shall pay all costs incidental to such removal and/or relocation, unless such charges are waived by the utility owners,

Fifth, that if any utility located in said property shall break or be damaged as a result of any action on the part of said owners or assigns (by way of illustration but not limitation) such as storage of excessive weights of materials or construction not in accordance with Section 3, mentioned above, then in such event said owners or assigns shall be liable for all costs incidental to the repair of such broken or damaged utility; and

Provided, that an easement, the full width of the existing right-of-way, is reserved for the Detroit Water and Sewerage Department for the purpose of installing, maintaining, repairing, removing, or replacing any sewers, water mains, fire hydrants and appurtenances, with the right of ingress and egress at any time to, and over said easement for the purpose above set forth; and be it further

Provided, that free and easy access to the sewers, water mains, fire hydrants and appurtenances within the easement is required for Detroit Water and Sewerage Department equipment, including the use of backhoes, bull dozers, cranes or pipe trucks, and other heavy construction equipment, as necessary for the alteration or repair of the sewer or water main facilities; and be it further

Provided, that the Detroit Water and Sewerage Department retains the right to install suitable permanent main location guide post over its water mains at reasonable intervals and at points deflection; and be it further

Provided, that said owners of the adjoining property, for themselves, their heirs and assigns, agree that no building or structure of any nature whatsoever, including porches, patios, balconies, etc., shall be built upon or over said easement, or that no grade changes or storage of materials shall be made within said easement without prior written approval and agreement with the Detroit Water and Sewerage Department; and be it further

Provided, that if any time in the future, the owners of any lots abutting on said vacated alley shall request the removal and/or relocation of the aforementioned utilities in said easement, such owners shall pay all costs incident to such removal and/or relocation. It is further provided that if sewers, water mains, and/or appurtenances in said easement shall break or be damaged as a result of any action on the part of the owner, or assigns, then in such event, the owner or assigns shall be liable for all costs incident to the repair of such broken or damaged sewers and water mains, and shall also be liable for all claims for damages resulting from his action; and be it further

Provided, that if it becomes necessary to remove the paved alley return at the entrance (into Fairfield Avenue) such removal and construction of new curb and sidewalk shall be done under city permit and inspection according to City Engineering Division – DPW specifications with all costs borne by the abutting owner(s), their heir or assigns; and further

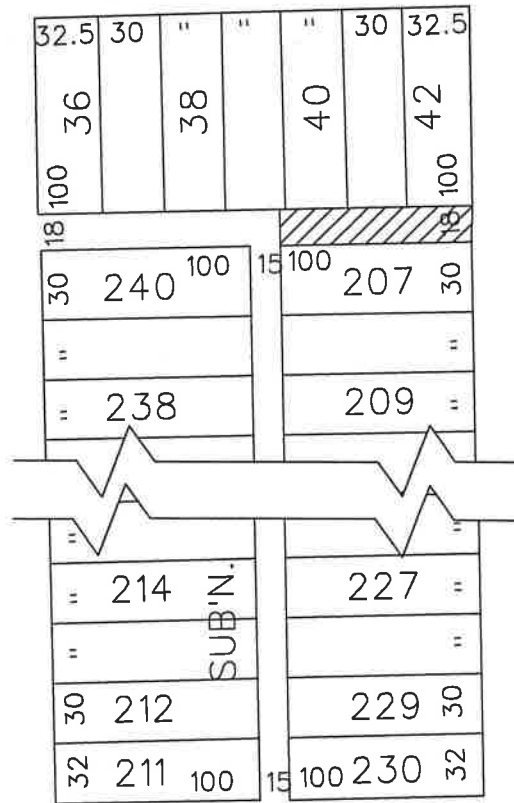
Provided, that the City Clerk shall within 30 days record a certified copy of this resolution with the Wayne County Register of Deeds.

PETITION NO. 195
 LAKERIDGE VILLAGE
 15941 FAIRFIELD AVE.
 DETROIT, MICHIGAN 48238
 C/O DARRYL MURPHY
 PHONE NO. 313 995-8533



PURITAN AVE. 66 FT. WD.

BELDEN AVE. 50 FT. WD.



FAIRFIELD AVE. 50 FT. WD.

MIDLAND AVE. 50 FT. WD.



- CONVERSION TO EASEMENT

(FOR OFFICE USE ONLY)

CARTO 25 D

B					
A					
DESCRIPTION	DRWN	CHKD	APPD	DATE	
REVISIONS					
DRAWN BY	WLW	CHECKED	KSM		
DATE	05-23-18	APPROVED			

CONVERSION TO EASEMENT
 THE EAST PORTION OF THE
 EAST/WEST PUBLIC ALLEY, 18 FT. WD.
 IN THE BLOCK BOUND BY
 FAIRFIELD, MIDLAND, BELDEN
 AND PURITAN AVE.

CITY OF DETROIT CITY ENGINEERING DEPARTMENT SURVEY BUREAU	
JOB NO.	01-01
DRWG. NO.	X 195



CITY OF DETROIT
DEPARTMENT OF PUBLIC WORKS
CITY ENGINEERING DIVISION

127 107
COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVE. SUITE 601
DETROIT, MICHIGAN 48226
PHONE: (313) 224-3949 • TTY:711
FAX: (313) 224-3471
WWW.DETROITMI.GOV

November 8, 2018

142

Honorable City Council:

RE: Petition No. 1821 Giffels Webster, request to vacate a series of public alleys and street rights-of-way within and adjacent to Woodward, Monroe, Randolph, Farmer, Bates and Cadillac Square in the City of Detroit, Michigan.

Background:

Petition 1821 requests changes to public rights-of-way to prepare for the redevelopment of the Monroe Block site (bounded by Cadillac Square, Woodward Avenue, Monroe Avenue, Farmer Street and Bates Street), also to prepare for redevelopment the Bates Block site (bounded by Randolph Street, Monroe Avenue, Farmer Street and Bates Street). The Downtown Detroit Development Authority (DDA) and Rosko Development Company LLC (“Bedrock”) have or are entering into a Development Agreement to facilitate this important major new development. Certain changes to the rights-of-way are necessary to finalize the preparation of the Monroe and Bates Blocks for the development and allow for clear title to the land to be transferred for the project.

The City of Detroit owns all public rights-of-way in the unique area of Detroit platted in the “Governor and Judges”. Therefore, the City will deed the title to the vacated rights-of-way to the DDA to then be transferred to the developer. Certain easements will be required and these easements shall also be transferred in the same manner. The easements aim to protect certain public and utility interests while also minimizing the impact on the ability to develop the land. The developer along with their project engineers have been meeting with all potentially involved agencies and utility companies to assure that satisfactory arrangements have been made regarding utility placement, abandonment or relocation.

City Engineering Division – DPW notes there have been previous resolutions in the area including: 1) The vacation of Library Street in a resolution recorded December 14, 1953 in Liber 11949, Page 276; also 2) The vacation of alleys in the “Monroe Block” recorded February 20, 2002 in Liber 35633, Page 65. The intention with the current resolution is to replace and supersede the previously granted resolutions.

Petition No. 1821

Giffels Webster on behalf of Bedrock request for the following vacations and granting of easements:

ENTERED NOV 19 2018 M.T.F. NB

(RM) 2-0 (SB; RM)




A) Vacation of rights-of-way: (as more particularly described in the following resolution)

- 1) Library Street, 60 feet wide, from Monroe Avenue, 120 feet wide, to Randolph Street, 86 feet wide.
- 2) Farmer Street, 60 feet wide, from Monroe Avenue, 120 feet wide, to Bates Street, 60 feet wide.
- 3) Easterly 10 feet of Monroe Avenue, 120 feet wide, from Cadillac Square, 200 feet wide to Randolph Street, 86 feet wide.
- 4) Westerly 10 feet of Bates Street, 60 feet wide, from the north line of the east-west public alley, 20 feet wide, first north of Cadillac Square to Randolph Street, 86 feet wide.
- 5) Northerly 10 feet of Cadillac Square, 200 feet wide from 10 feet west of the east line of Monroe Avenue, 120 feet wide to 101.3 feet west of the east line of Bates Street, 60 feet wide.
- 6) 10' portion of Woodward Avenue, from Cadillac Square, 200 feet wide, to Monroe Avenue, 120 feet wide.
- 7) All of the public alleys in the block of Farmer Street, 60 feet wide, Randolph Street, 86 feet wide Bates Street, 60 feet wide, and Monroe Avenue, 120 feet wide, aka the Bates Block.
- 8) All of the public alleys in the block of Cadillac Square, 200 feet wide, Farmer Street, 60 feet wide, Bates Street, 60 feet wide, Monroe Avenue, 120 feet wide, and Woodward Avenue, variable width, excepting the easterly 101.3 feet of the east-west alley first north of Cadillac Square in the rear of the Cadillac Tower at 65 Cadillac Square, aka the Monroe Block.

B) Easements: (as more particularly described in the following resolution)

- 1) A pedestrian and emergency Vehicle access easement in favor of the City 20 feet in width and 13.5 feet in height above grade in Farmer Street, 60 feet wide, from Monroe Avenue, 120 feet wide to Bates Street, 60 feet wide.
- 2) A Detroit Water and Sewerage Department (DWSD) easement 30 feet in width in Farmer Street, 60 feet wide, from Monroe Avenue, 120 feet wide to Bates Street, 60 feet wide, to accommodate an existing sewer
- 3) A construction easement in favor of Bedrock for earth retention tie-backs in Monroe Avenue, Cadillac Square, Bates Street and Woodward Avenue.
- 4) A pedestrian access easement in favor of the City, 10 feet wide, in the vacated portion of the project perimeter streets being Monroe Avenue, Cadillac Square, Woodward Avenue, and Bates Street. The easement shall be continuous, except where the building support columns are located.

The petition was referred to the City Engineering Division – DPW for investigation (utility review) and report. This is our report.



Traffic Engineering Division – DPW (TED) reports being involved with no objection to the changes to the public rights-of-way provided certain conditions are met regarding pedestrian access and the relocation of traffic signal poles and the relocation of controller cabinets. The TED conditions are provided for as a part of the attached resolution.

Detroit Water and Sewerage Department (DWSD) has water mains and sewers located within the areas requested for outright vacations and conversion to easement. The following conditions must be met: (a) upon Bedrock acquiring title to vacated Farmer Street, Bedrock will grant DWSD a 30 feet wide easement mutually acceptable to DWSD and Bedrock that allows the maintenance and repair of DWSD's remaining facilities within Farmer Street, if any; and (b) Bedrock shall provide confirmation to DWSD that loads from the National Theatre Arch foundations encroaching into such easement will not bear structural influence on the existing 9.9 ft. deep 1'9" (wide) and 2'6" (tall) combined flow sewer. The DWSD conditions are provided for as a part of the attached resolution.

Comcast reports involvement with fiber optics and coax cables in the area. They are in agreement to relocate their existing facilities at the petitioner's expense. A provision for Comcast relocation is made a part of the resolution.

DTE Energy - Electric (DTE-E) reports being involved with no objections to the property change provided that (a) a 5' horizontal and 18" vertical clearance is maintained between the tiebacks installed by Bedrock and existing DTE-E infrastructure; and (b) an easement the full width of Farmer Street is reserved in favor of DTE-E (the "Reservation"). The Reservation shall immediately and automatically terminate and be of no further force and effect, without the necessity of any further action, upon Bedrock or its affiliates' acquisition of title to Farmer Street and the recording of a private easement between Bedrock and DTE-E. DTE-E reports that they have received payment from the petitioner for the outright vacation of facilities in the referenced public alleys. The DTE-E conditions are provided for as a part of the attached resolution.

DTE Energy – Gas Division (DTE-G) reports being involved with no objections to the property change provided the proposed use does not hinder or impede the installation, operation, maintenance or replacement of DTE Gas Company facilities. A provision for the petitioner to remove and relocate the DTE-G facilities at the petitioner's expense is a part of the resolution.

Detroit Thermal has facilities in the subject area and a provision for the petitioner to pay for the removal of the Detroit Thermal facilities is a part of the resolution.

Public Lighting Authority (PLA) has facilities in the subject area consisting of street lights, conduit and cable. The existing circuit will need to be removed and relocated. Public Lighting Department (PLD) reports involvement in the subject area. A provision for the



petitioner to remove and relocate the PLA facilities and remove the PLD facilities at the petitioner's expense is a part of the resolution.

All other involved City departments and privately owned utility companies have reported no objections to the vacations easements and encroachments. Provisions protecting the rights of the utilities and the City are a part of this resolution.

An appropriate resolution is attached for consideration by your Honorable Body. I am recommending adoption of the attached resolution. A waiver of reconsideration is respectfully requested.

Respectfully submitted,

Richard Doherty, P.E., City Engineer
City Engineering Division – DPW

/JMK

Cc: Ron Brundidge, Director – DPW
Mayor's Office – City Council Liaison
Bruce Goldman – Law Department

BY COUNCIL MEMBER _____

RESOLVED, the following areas are hereby vacated as public rights-of-way, and title thereto is vested in the City of Detroit:

- 1) Library Street, 60 feet wide, from Monroe Avenue, 120 feet wide, to Randolph Street, 86 feet wide.
- 2) Farmer Street, 60 feet wide, from Monroe Avenue, 120 feet wide, to Bates Street, 60 feet wide.
- 3) 10 feet of the project perimeter streets being Monroe Avenue, Cadillac Square, Woodward Avenue, and Bates Street, which areas are legally described as follows:

PARCEL A

A 10 FOOT WIDE STRIP OF MONROE AVENUE (120' WIDE), CADILLAC SQUARE (200' WIDE), AND WOODWARD AVENUE (VARIABLE WIDTH), CITY OF DETROIT, WAYNE COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID CADILLAC SQUARE WITH THE EAST LINE OF SAID WOODWARD AVENUE, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 2 OF THE PLAT OF LOTS 45 & 46, SECTION 6 OF GOVERNOR & JUDGES PLAN AS RECORDED IN LIBER 1 OF PLATS, PAGE 68, WAYNE COUNTY RECORDS;

THENCE ALONG NORTH LINE OF SAID CADILLAC SQUARE, N89°48'29"E, 266.02 FEET; THENCE S00°06'36"E, 10.00 FEET; THENCE S89°48'29"W, 276.01 FEET; THENCE N00°11'31"W, 92.35 FEET; THENCE N29°44'23"E, 326.56 FEET; THENCE N29°38'56"E, 60.01 FEET; THENCE N29°46'59"E, 347.54 FEET TO THE SOUTHWEST LINE OF RANDOLPH STREET AS WIDENED; THENCE ALONG SAID SOUTHWEST LINE, S26°14'35"E, 12.06 FEET TO THE EAST LINE OF SAID MONROE AVENUE; THENCE ALONG SAID EAST LINE, THE FOLLOWING 3 COURSES: 1. S29°46'59"W, 340.79 FEET; 2. S29°38'56"W, 60.00 FEET; 3. S29°44'23"W, 323.89 FEET TO THE EAST LINE OF SAID WOODWARD AVENUE; THENCE ALONG SAID EAST LINE, S00°11'31"E, 79.68 FEET TO THE POINT OF BEGINNING.

PARCEL B

A 10 FOOT WIDE STRIP OF BATES STREET (56.50' & 60' WIDE), CITY OF DETROIT, WAYNE COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF CADILLAC SQUARE (200 FEET WIDE) WITH THE EAST LINE OF WOODWARD AVENUE (VARIABLE WIDTH), SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 2 OF THE PLAT OF LOTS 45 & 46, SECTION 6 OF GOVERNOR & JUDGES PLAN AS RECORDED IN LIBER 1 OF PLATS, PAGE 68, WAYNE COUNTY RECORDS; THENCE ALONG NORTH LINE OF CADILLAC SQUARE (200' WIDE), N89°48'29"E, 266.02 FEET; THENCE N00°06'36"W, 120.00 FEET; THENCE N89°48'29"E, 101.16 FEET TO THE WEST LINE OF SAID BATES LANE AND THE POINT OF BEGINNING; THENCE ALONG SAID WEST LINE, N00°06'36"W, 157.04 FEET; THENCE CONTINUING N29°35'13"E, 222.21 FEET TO THE SOUTHWEST LINE OF RANDOLPH STREET AS WIDENED; THENCE ALONG SAID SOUTHWEST LINE, S26°14'35"E, 12.09 FEET; THENCE S29°35'13"W, 212.77 FEET; THENCE S00°06'36"E, 154.37 FEET; THENCE S89°48'29"W, 10.00 FEET TO THE POINT OF BEGINNING.

- 4) All public alleys in the block of Farmer Street, 60 feet wide, Randolph Street, 86 feet wide, Bates Street, 60 feet wide, and Monroe Avenue, 120 feet wide.
- 5) All public alleys in the block of Cadillac Square, 200 feet wide, Farmer Street, 60 feet wide, Bates Street, 60 feet wide, Monroe Avenue, 120 feet wide, and Woodward Avenue, variable width, excepting the easterly 101.3 feet of the east-west alley first north of Cadillac Square in the rear of the Cadillac Tower at 65 Cadillac Square.

The foregoing areas (1) through (5) are collectively described as follows:

ALL PUBLIC RIGHTS-OF-WAY WITHIN THE FOLLOWING DESCRIBED LAND: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID CADILLAC SQUARE WITH THE EAST LINE OF SAID WOODWARD AVENUE, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 2 OF THE PLAT OF LOTS 45 & 46, SECTION 6 OF GOVERNOR & JUDGES PLAN; THENCE S44°48'29"W, 14.14 FEET TO THE POINT OF BEGINNING. THENCE N00°11'31"W, 92.35 FEET; THENCE N29°44'23"E, 326.56 FEET; THENCE N29°38'56"E, 60.01 FEET; THENCE N29°46'59"E, 347.54 FEET TO THE SOUTHWEST LINE OF RANDOLPH STREET AS WIDENED; THENCE ALONG SAID SOUTHWEST LINE S26°14'35"E, 288.75 FEET; THENCE S29°35'13"W, 212.77 FEET; THENCE S00°06'36"E, 154.37 FEET; THENCE S89°48'29"W, 111.16 FEET; THENCE S00°06'36"E, 130.00 FEET; THENCE S89°48'29"W, 276.01 FEET TO THE POINT OF BEGINNING.

All of the above said vacated public rights-of-way are subject to the following agreements, reservations and provisions:

PROVIDED, that the following previously granted resolutions including: 1) The vacation of Library Street in a resolution recorded December 14, 1953 in Liber 11949, Page 276; also 2) The vacation of alleys in the "Monroe Block" recorded February 20, 2002 in Liber 35633, Page 65, are hereby replaced and superseded by this resolution, and further

PROVIDED, that petitioner/property owner make satisfactory arrangements with the Detroit Water and Sewerage Department, DTE Electric Company, Detroit Thermal, the Public Lighting Authority, the Public Lighting Department, Comcast, AT&T Telecommunication, the Great Lakes Water Authority, and DTE Gas Company for cost and arrangements for the removing and/or relocating of such utility companies and city departments services or granting of private easements for such utility companies, if necessary, and further

PROVIDED, that the Downtown Development Agency, Rosko Development Company LLC (together with its successors and assigns, "Bedrock"), and the City of Detroit enter into easement agreements to further describe, and delineate the terms of the following easements:

- 1) A permanent pedestrian and emergency Vehicle access easement 20 feet in width and 13.5 feet in height above grade in Farmer Street, 60 feet wide, from Monroe Avenue, 120 feet wide to Bates Street, 60 feet wide.
- 2) A permanent Detroit Water and Sewerage Department (DWSD) easement 30 feet in width in Farmer Street, 60 feet wide, from Monroe Avenue, 120 feet wide to Bates Street, 60 feet wide, to accommodate an existing sewer
- 3) A construction easement for earth retention tie-backs in the following legally described portions of Monroe Avenue, Cadillac Square, Bates Street and Woodward Avenue:

TIE-BACK EASEMENT 1

A 55 FOOT WIDE STRIP OF MONROE AVENUE (120 FEET WIDE), CADILLAC SQUARE (200 FEET WIDE) AND WOODWARD AVENUE (120 FEET WIDE), CITY OF DETROIT, WAYNE COUNTY, MICHIGAN AND LYING WITHIN THE BOUNDS OF THE FOLLOWING MORE PARTICULARLY DESCRIBED LAND:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID CADILLAC SQUARE WITH THE EAST LINE OF WOODWARD AVENUE, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 2 OF THE PLAT OF LOTS 45 & 46, SECTION 6 OF GOVERNOR & JUDGES PLAN; THENCE S44°48'29"W, 14.14 FEET TO THE POINT OF BEGINNING; THENCE N89°48'29"E, 276.01 FEET; THENCE S00°06'36"E, 55.00 FEET; THENCE S89°48'29"W, 330.93 FEET; THENCE N00°11'31"W, 162.05 FEET; THENCE N29°44'23"E, 341.22 FEET; THENCE

N29°38'56"E, 60.03 FEET; THENCE N29°46'59"E, 364.06 FEET; THENCE S43°33'54"E, 57.41 FEET; THENCE S29°46'59"W, 347.54 FEET; THENCE S29°38'56"W, 60.03 FEET; THENCE S29°44'23"W, 326.56 FEET; THENCE S00°11'31"E, 92.35 FEET TO THE POINT OF BEGINNING, AND CONTAINING 1.490 ACRES.

TIE-BACK EASEMENT 2

A VARIABLE WIDTH STRIP OF BATES STREET (56.50 FEET & 60 FEET WIDE), CITY OF DETROIT, WAYNE COUNTY, MICHIGAN AND LYING WITHIN THE BOUNDS OF THE FOLLOWING MORE PARTICULARLY DESCRIBED LAND:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF CADILLAC SQUARE (200 FEET WIDE) WITH THE EAST LINE OF WOODWARD AVENUE (VARIABLE WIDTH), SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 2 OF THE PLAT OF LOTS 45 & 46, SECTION 6 OF GOVERNOR & JUDGES PLAN AS RECORDED IN LIBER 1 OF PLATS, PAGE 68, WAYNE COUNTY RECORDS; THENCE ALONG NORTH LINE OF SAID CADILLAC SQUARE, N89°48'29"E, 266.02 FEET; THENCE N00°06'36"W, 120.00 FEET; THENCE N89°48'29"E, 111.16 FEET TO THE POINT OF BEGINNING; THENCE N00°06'36"W, 154.37 FEET; THENCE CONTINUING N29°35'13"E, 212.77 FEET TO THE SOUTHWEST LINE OF RANDOLPH STREET AS WIDENED; THENCE ALONG SAID SOUTHWEST LINE, S26°14'35"E, 56.20 FEET; THENCE S29°35'13"W, 161.81 FEET; THENCE S00°06'36"E, 148.11 FEET; THENCE S89°47'30"W, 50.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.374 ACRES.

- 4) A permanent pedestrian access easement, 10 feet wide, commencing at grade and extending 10 feet above grade, in the vacated portion of the project perimeter streets being Monroe Avenue, Cadillac Square, Bates Street, and Woodward Ave, as legally described above as "Parcel A" and "Parcel B". The easement shall be continuous, except where the building support columns are located.

And further,

PROVIDED, that an easement the full width of Farmer Street is reserved in favor of DTE (the "Reservation"). The Reservation shall immediately and automatically terminate and be of no further force and effect, without the necessity of any further action, upon Bedrock or its affiliates' acquisition of title to Farmer Street and the recording of a private easement between Bedrock and DTE, and further

PROVIDED; that a 5' horizontal and 18" vertical clearance is maintained between the tiebacks installed by Bedrock and existing DTE infrastructure; and further

PROVIDED, that the petitioner remove and relocate DTE Energy – Gas Company (DTE-G) facilities at the petitioner's expense; also that the project does not hinder or impede the installation, operation, maintenance or replacement of DTE Gas Company facilities, and further

PROVIDED, that the petitioner contact Comcast regarding their facilities in the subject area. The petitioner shall provide plans and payment for the relocation of Comcast facilities, and further

PROVIDED, that the petitioner contact Detroit Thermal regarding their facilities in the subject area. The petitioner shall make the necessary arrangements and be responsible for all costs for the abandonment of Detroit Thermal facilities, and further

PROVIDED, that the petitioner provide for a minimum 10 feet clear, unobstructed sidewalk on all affected streets, and further

PROVIDED, that the petitioner get approval of DPW – Traffic Engineering Division for relocation of traffic signal controller cabinet and any associated traffic signal equipment. The petitioner is responsible to provide 3 feet of clearance from curb to outside face of any signal pole or traffic cabinet that will be relocated for this project. All cost for design, permit, and construction of any such relocations shall be borne by the petitioner, and further

PROVIDED, that the petitioner shall design and construct proposed sewers and or water mains and to make the connections to the existing public sewers and or water mains as required by Detroit Water and Sewerage Department (DWSD) prior to construction of the proposed sewers and or water mains, and further

PROVIDED, that the petitioner shall design and construct the removal and relocation, as applicable, of Public Lighting Authority and Public Lighting Department facilities with all cost to be borne by the petitioner or their assigns, and further

PROVIDED, that the plans for the sewers and or water mains shall be prepared by a registered engineer; and further

PROVIDED, that DWSD be and is hereby authorized to review the drawings for the proposed sewers and or water mains and to issue permits for the construction of the sewers; and further

PROVIDED, that the entire work is to be performed in accordance with plans and specifications approved by DWSD and constructed under the inspection and approval of DWSD; and further

PROVIDED, that the entire cost of the proposed sewers and or water mains construction, including inspection, survey and engineering shall be borne by the petitioner; and further

PROVIDED, that the petitioner shall deposit with DWSD, in advance of engineering, inspection and survey, such amounts as the department deems necessary to cover the costs of these services; and further

PROVIDED, that the petitioner shall grant to the City a satisfactory easement for the sewers and or water mains (unless such sewers or water mains are located in the public right of way), and further

PROVIDED, that the Board of Water Commissioners shall accept and execute the easement grant on behalf of the City, and further

PROVIDED, that the petitioner shall provide a one (1) year warranty for the proposed sewers and or water mains, and further

PROVIDED, that upon satisfactory completion, the sewers and or water mains shall become City property and become part of the City system. And any existing sewers and or

water mains that were abandoned shall belong to the petitioner and will no longer be the responsibility of the City; and further

PROVIDED, that any construction in the public rights-of-way such as removal and construction of new pavement, driveways, curbs and sidewalks shall be done under city permit and inspection according to City Engineering Division – DPW specifications with all costs borne by the abutting owner(s), their heir or assigns; and further

BE IT ALSO RESOLVED that a construction easement be granted to Bedrock or their assigns for earth retention tie-backs in Monroe Avenue, Cadillac Square, Bates Street, Woodward Avenue and Farmer Street in the following legally described areas:

TIE-BACK EASEMENT 1

A 55 FOOT WIDE STRIP OF MONROE AVENUE (120 FEET WIDE), CADILLAC SQUARE (200 FEET WIDE) AND WOODWARD AVENUE (120 FEET WIDE), CITY OF DETROIT, WAYNE COUNTY, MICHIGAN AND LYING WITHIN THE BOUNDS OF THE FOLLOWING MORE PARTICULARLY DESCRIBED LAND:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID CADILLAC SQUARE WITH THE EAST LINE OF WOODWARD AVENUE, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 2 OF THE PLAT OF LOTS 45 & 46, SECTION 6 OF GOVERNOR & JUDGES PLAN; THENCE S44°48'29"W, 14.14 FEET TO THE POINT OF BEGINNING; THENCE N89°48'29"E, 276.01 FEET; THENCE S00°06'36"E, 55.00 FEET; THENCE S89°48'29"W, 330.93 FEET; THENCE N00°11'31"W, 162.05 FEET; THENCE N29°44'23"E, 341.22 FEET; THENCE N29°38'56"E, 60.03 FEET; THENCE N29°46'59"E, 364.06 FEET; THENCE S43°33'54"E, 57.41 FEET; THENCE S29°46'59"W, 347.54 FEET; THENCE S29°38'56"W, 60.03 FEET; THENCE S29°44'23"W, 326.56 FEET; THENCE S00°11'31"E, 92.35 FEET TO THE POINT OF BEGINNING.

TIE-BACK EASEMENT 2

A VARIABLE WIDTH STRIP OF BATES STREET (56.50 FEET & 60 FEET WIDE), CITY OF DETROIT, WAYNE COUNTY, MICHIGAN AND LYING WITHIN THE BOUNDS OF THE FOLLOWING MORE PARTICULARLY DESCRIBED LAND:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF CADILLAC SQUARE (200 FEET WIDE) WITH THE EAST LINE OF WOODWARD AVENUE (VARIABLE WIDTH), SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 2 OF THE PLAT OF LOTS 45 & 46, SECTION 6 OF GOVERNOR & JUDGES PLAN AS RECORDED IN LIBER 1 OF PLATS, PAGE 68, WAYNE COUNTY RECORDS; THENCE ALONG NORTH LINE OF SAID CADILLAC SQUARE, N89°48'29"E, 266.02 FEET; THENCE N00°06'36"W, 120.00 FEET; THENCE N89°48'29"E, 111.16 FEET TO THE POINT OF BEGINNING; THENCE N00°06'36"W, 154.37 FEET; THENCE CONTINUING N29°35'13"E, 212.77 FEET TO THE SOUTHWEST LINE OF RANDOLPH STREET AS WIDENED; THENCE ALONG SAID SOUTHWEST LINE, S26°14'35"E, 56.20 FEET; THENCE S29°35'13"W, 161.81 FEET; THENCE S00°06'36"E, 148.11 FEET; THENCE S89°47'30"W, 50.00 FEET TO THE POINT OF BEGINNING.

PROVIDED, that Bedrock or their assigns, and the City of Detroit enter into an easement agreement to further describe, and delineate the terms of the easement for the tie back encroachments, and further

PROVIDED, that if there is any cost for the removing and/or rerouting of any utility facilities, it shall be done at the expense of the petitioner and/or property owner; and be it further

PROVIDED, that by approval of this petition the Detroit Water and Sewerage Department (DWSD) does not waive any of its rights to its facilities located in the right-of-way, and at all times, DWSD, its agents or employees, shall have the right to enter upon the right-of-way to maintain, repair, alter, service, inspect, or install its facilities. All costs incident to the damaging, dismantling, demolishing, removal and replacement of structures or other improvements herein permitted and incurred in gaining access to DWSD's facilities for

maintenance, repairing, alteration, servicing or inspection caused by the encroachment shall be borne by the petitioner. All costs associated with gaining access to DWSD's facilities, which could normally be expected had the petitioner not encroached into the right-of-way, shall be borne by DWSD; and be it further

PROVIDED, that the petitioner maintain the DWSD required clearance of 18 feet above grade for maintenance access and repair, and be it further

PROVIDED, that all construction performed under this petition shall not be commenced until after (5) days written notice to DWSD. Seventy-two (72) hours' notice shall also be provided in accordance with P.A. 53 1974, as amended, utilizing the MISS DIG one call system; and be it further

PROVIDED, that construction under this petition is subject to inspection and approval by DWSD forces. The cost of such inspection shall, at the discretion of DWSD, be borne by the petitioner; and be it further

PROVIDED, that if DWSD facilities located within the right-of-way shall break or be damaged as the result of any action on the part of the petitioner, then in such event the petitioner agrees to be liable for all costs incident to the repair, replacement or relocation of such broken or damaged DWSD facilities; and be it further

PROVIDED, that the petitioner shall hold DWSD harmless for any damages to the encroaching device constructed or installed under this petition which may be caused by the failure of DWSD's facilities; and be it further

PROVIDED, Bedrock or their assigns shall apply to the Buildings and Safety Engineering Department for a building permit prior to any construction. Also, if it becomes necessary to open cut public streets, bore, jack, occupy or barricade city rights-of-way for maintenance of encroachments such work shall be according to detail permit application drawings submitted to the City Engineering Division – DPW prior to any public right-of-way construction; and further

PROVIDED, that the necessary permits shall be obtained from the City Engineering Division – DPW and the Buildings and Safety Engineering Department. The tie-back encroachments shall be constructed and maintained under their rules and regulations. The tie-back locations shall be documented by as-built drawings and provided to DPW- City Engineering; and further

PROVIDED, that all cost for the construction, maintenance, permits and use of the tie-back encroachments shall be borne by Bedrock or their assigns, and further

PROVIDED, that all costs incurred by privately owned utility companies and/or city departments to alter, adjust, and/or relocate their existing utility facilities located in close proximity to the tie-back encroachments shall be borne by Bedrock or their assigns. Should

damages to utilities occur Bedrock or their assigns shall be liable for all incidental repair costs and waives all claims for damages to the encroaching installations; and further

PROVIDED, that Bedrock or their assigns shall file with the Department of Public Works – City Engineering Division an indemnity agreement in form approved by the Law Department. The agreement shall save and protect the City of Detroit from any and all claims, damages or expenses that may arise by reason of the issuance of the permits and the faithful or unfaithful performance of Bedrock or their assigns of the terms thereof. Further, Bedrock or their assigns shall agree to pay all claims, damages or expenses that may arise out of the use, repair and maintenance of the proposed tie-back encroachments; and further

PROVIDED, That the City Clerk shall within 30 days record a certified copy of this resolution with the Wayne County Register of Deeds.

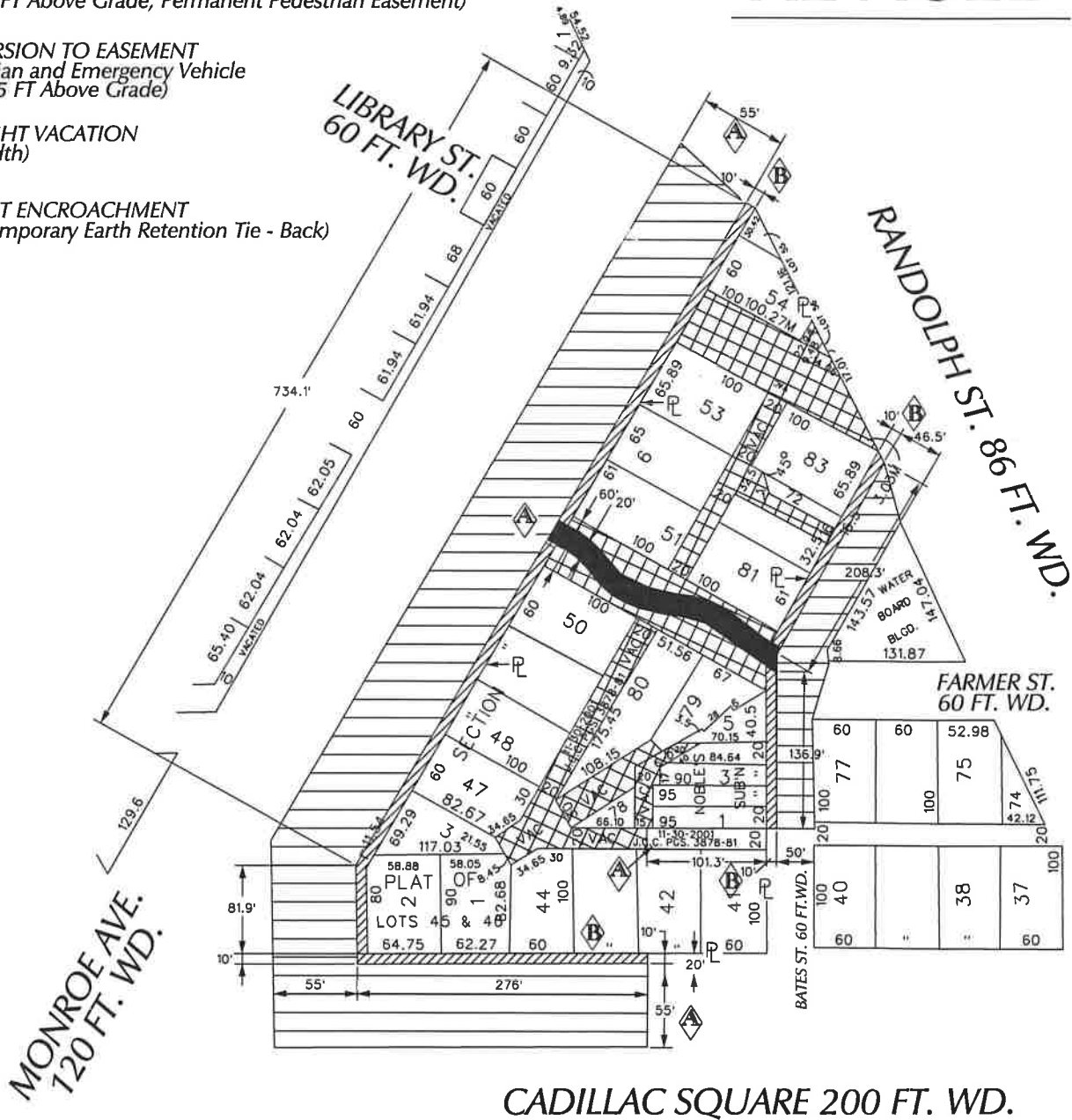
A Waiver of Reconsideration is requested.

PETITION NO. 1821
 BEDROCK DETROIT
 C/O GIFFELS WEBSTER
 28 W. ADAMS, SUITE 1200
 DETROIT, MICHIGAN 48226
 C/O MICHAEL MARKS P.E.
 PHONE NO. 313 962-4442



"REVISED"

- OUTRIGHT VACATION
(0 to 10 FT Above Grade, Permanent Pedestrian Easement)
- CONVERSION TO EASEMENT
(Pedestrian and Emergency Vehicle
0 to 13.5 FT Above Grade)
- OUTRIGHT VACATION
(Full Width)
- REQUEST ENCROACHMENT
(With Temporary Earth Retention Tie - Back)



(FOR OFFICE USE ONLY)

CARTO 28 A

B	CHANGE FROM DETROIT VACATION TO CONVERSION TO EASEMENT	WLW	KSM	KSM	9/28/18
A	RETRACTING THE TEMPORARY EARTH RETENTION TIE BACK, REMOVE THE REQUEST TO VACATE ALLEY AND REMOVE THE UNDERGROUND RAMP AND TIEBACK	WLW	KSM	KSM	7/27/18
REVISIONS					
DESCRIPTION	DRWN	CHKD	APPD	DATE	
DRAWN BY	WLW	CHECKED	KSM		
DATE	04-03-18	APPROVED			

REQUEST TO OUTRIGHT VACATE AND
 CONVERSION TO EASEMENT
 VARIOUS PUBLIC STREETS AND ALLEYS AND
 REQUEST ENCROACHMENTS OF
 MONROE AVE, A PORTION OF BATES ST. AND CADILLAC SQ.
 IN THE AREA BOUND BY
 MONROE AVE, RANDOLPH AND BATES ST.
 AND CADILLAC SQUARE

CITY OF DETROIT	
CITY ENGINEERING DEPARTMENT	
SURVEY BUREAU	
JOB NO.	01-01
DRWG. NO.	X 1821



CITY OF DETROIT
DEPARTMENT OF PUBLIC WORKS
ADMINISTRATION DIVISION



COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE, SUITE 611
DETROIT, MICHIGAN 48226
(313) 224-3901 • TTY:711
(313) 224-1464
WWW.DETROITMI.GOV

**CAR SHARING PILOT PROGRAM
OPERATING AGREEMENT**

128
143

This OPERATING AGREEMENT (“**Agreement**”) is entered into as of the Effective Date, as herein defined, by and between the CITY OF DETROIT, a Michigan municipal corporation acting through its Department of Public Works (“**CITY**”), located at the Coleman A. Young Municipal Center, 2 Woodward Avenue, Suite 611, Detroit, Michigan 48226, and MAVEN DRIVE LLC, a Delaware limited liability company (“**MAVEN**”), located at 29360 William Durant Blvd., MS: 480-111-S1, Warren, Michigan 48092-2025. The CITY and MAVEN may each be referred to herein as a “**Party**” or collectively as the “**Parties**” to this Agreement, as applicable.

RECITALS

Whereas, the CITY owns and operates public parking facilities, including surface parking lots, parking garages, and other facilities (“**City Facilities**”) in Detroit; and

Whereas, the CITY maintains jurisdiction over certain streets, roads, and other public rights of way within Detroit (“**City ROW**”) and, within its authority to protect the public peace, health, safety, and welfare within Detroit, administers and enforces various ordinances, rules, and other requirements to manage the flow of traffic along City ROW, including use for vehicular parking; and

Whereas, the CITY desires to reduce overall traffic congestion within the City ROW and demand on public parking resources, as well as to facilitate access to a variety of transportation alternatives and increase the mobility options available to Detroit residents and visitors; and

Whereas, the CITY desires to decrease vehicle emissions and overall air pollution levels in Detroit; and

Whereas, car sharing programs have demonstrated the ability to improve the mobility options for individuals in urban environments, reduce overall traffic congestion and demand on public parking resources, and decrease vehicle emissions and air pollution levels in areas in which they operate; and

Whereas, MAVEN operates a member-based transportation, car rental, and car sharing service, whereby MAVEN makes a fleet of vehicles (“**Shared Vehicles**”) available to its members on a self-service basis for hourly, daily, and other short-term rental periods through an automated online and app-based reservation and membership account platform; and

Whereas, MAVEN does not constitute a “limousine carrier,” a “taxicab carrier,” a “transportation network company,” or a “dispatch system provider” as defined in Michigan Public Act 345 of 2016 or any associated administrative rules or regulations, and is not subject to Public Act 345 or its rules or regulations; and

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



BY COUNCIL MEMBER _____

WHEREAS, the City of Detroit and Maven Drive, LLC desires to increase the accessibility of MAVEN's Car sharing program in multiple neighborhoods in Detroit through the strategic utilization of parking spaces located in City Facilities and within the City ROW ("**Pilot Program**");

WHEREAS, the purpose of this agreement is to set forth the terms and conditions under which the Parties will expand accessibility of car sharing opportunities throughout Detroit through implementation of the City's car sharing Pilot Program. As part of this Pilot Program, the CITY will ease or license certain parking spaces located within CITY-owned lots and garages and the CITY ROW ("Dedicated Spaces") to MAVEN for MAVEN's exclusive use for Shared Vehicles. Also as part of this Pilot Program, MAVEN will utilize those Dedicated Spaces for the exclusive purpose of operating its car sharing service in accordance with the terms and conditions set forth herein

RESOLVED, the CITY hereby leases to MAVEN, and MAVEN hereby leases from the CITY, the Dedicated Spaces located in or on City Facilities in such numbers and at such locations as are determined by mutual agreement of the Parties. The City hereby licenses to MAVEN, and MAVEN hereby licenses from the CITY, the exclusive use of Dedicated Spaces located within the City ROW in such numbers and at such locations as are determined by mutual agreement of the Parties.

PROVIDED, the initial numbers and locations of the Dedicated Spaces are provided in detail in Exhibit A of the Agreement. The numbers and locations of the Dedicated Spaces may be revised from time to time by mutual agreement of the Parties.

PROVIDED, the Dedicated Spaces will be for MAVEN's exclusive use and occupancy. The use is soles for the purposes of parking Shared Vehicles as part of its operation of its car sharing service.

PROVIDED, MAVEN agrees to that Dedicated Spaces must be geographically distributed, for every two (2) Dedicates Spaces within the Greater Downtown Area, at least one (1) Dedicated Space will be located outside the Greater Downtown Area.

PROVIDED, both Parties will adhere to the language of the Agreement regarding signage, maintenance, utilization, exclusivity, enforcement, conflicting uses and temporary relocation.

not authorized to be used for long-term storage, traditional water-based washing, or maintenance or repair of vehicles, including Shared Vehicles, or for any purpose other than the parking of Shared Vehicles. MAVEN's use and occupancy of any Dedicated Space for any purpose other than the operation of its car sharing service, or its failure to use any Dedicated Space in accordance with its customary policies and procedures and the terms and conditions set forth herein, will constitute a default of such lease or license of that Dedicated Space.

2.05: Distribution of Dedicated Spaces. At any time during the term of this Agreement, the Dedicated Spaces must be geographically distributed, such that for every two (2) Dedicated Spaces located within the Greater Downtown Area at least one (1) Dedicated Space will be located outside the Greater Downtown Area, as defined in **Exhibit B** of this Agreement. Of the Dedicated Spaces to be located outside the Greater Downtown Area, the Parties will make reasonable efforts to consider locating such spaces within the neighborhoods identified by the Detroit Planning and Development Department as "twenty-minute neighborhoods."

2.06: Signage at Dedicated Spaces. As part of MAVEN's use and occupancy of each Dedicated Space, MAVEN will provide at its sole cost and expense signage for each Dedicated Space that is sufficient to clearly identify the Dedicated Space as for the exclusive use and occupancy of a Shared Vehicle.

- (a) MAVEN will design, fabricate, and deliver signage to the CITY for installation. Such signage must be constructed of metal or other durable material, identify the Dedicated Space as being associated with MAVEN's car sharing service and clearly identify MAVEN's name, branding, and contact information, and state that such Dedicated Space is for the exclusive use and occupancy of a Shared Vehicle. The design and content of such signage is subject to reasonable approval by the CITY for adherence to these criteria.
- (b) The CITY will install signage at each Dedicated Space. Such signage should, to the extent feasible, be located in the sidewalk portion of the CITY ROW adjacent to the Dedicated Space, be posted on a freestanding pole at a height not to exceed seven (7) feet above the sidewalk grade level.
- (c) The CITY will remove (i) all such signage upon the earlier of the expiration or termination of this Agreement, and (ii) any individual sign within a reasonable period after MAVEN ceases using the Dedicated Spaces associated therewith pursuant to the other terms and conditions of this Agreement.
- (d) All costs and expenses associated with any activities associated with the signage described herein, including their design, fabrication, delivery, installation, and removal are solely and exclusively MAVEN's. Before installing or removing any such signage, the CITY must notify MAVEN in writing of the cost thereof and the proposed location of such signage. If the cost or location of any such installation is unacceptable to MAVEN, then MAVEN may decline to lease or license the Dedicated Space associated with such signage. If the cost of any such removal is unacceptable to MAVEN, then MAVEN may remove such signage at its sole cost and expense and in compliance with all Applicable Laws. If MAVEN fails to respond to any notice required by this paragraph within fifteen

(15) business days after receipt thereof, then MAVEN will be deemed to have consented to the cost set forth therein.

- (e) Notwithstanding any provision of this Section to the contrary, (i), CITY, at CITY's sole cost and expense, shall be solely responsible for obtaining all governmental approvals required by Applicable Laws to install, maintain, and remove such signs including, but not limited to, permits for encroachment and construction, as applicable, and (ii) it shall be a condition precedent to Maven's duty to pay CITY the fee for each Dedicated Space that CITY install the signage referenced in this Section in accordance with this Section. Any payment due by MAVEN to CITY pursuant to this Section shall be payable within sixty (60) days after the date that MAVEN receives an invoice, accompanied by reasonable evidence, therefor.

2.07: Maintenance of Dedicated Spaces. MAVEN will keep all Dedicated Spaces in generally clean, sanitary and safe condition and in good order and repair. MAVEN will be responsible for regular cleaning and maintenance of Dedicated Spaces at its own expense, including removal of debris, glass, garbage, snow, and other obstacles from each Dedicated Space and its immediate vicinity. In the event that any Dedicated Space is damaged or destroyed, MAVEN will promptly notify the CITY of such damage or destruction, take whatever steps as may be reasonably necessary to prevent further damage or destruction, and coordinate with the City for the repair, restoration, or reconstruction of the Dedicated Space in accordance with CITY's applicable standard specifications.

2.08: Utilization of Dedicated Spaces. MAVEN must use each Dedicated Space for no less than seventy-five percent (75%) of the time during each month. A Dedicated Space will be considered in "use" by MAVEN if it is physically occupied by a Shared Vehicle that is available for use by a member of MAVEN's car sharing service or if the Shared Vehicle associated with the Dedicated Space is in use by a member of MAVEN's car sharing service.

2.09: Exclusivity. No other tenant, occupant, or car share service has or will have any right to use or occupy the Dedicated Spaces assigned to MAVEN under the Pilot Program for the duration of this Agreement.

2.10 Enforcement. To provide for MAVEN's exclusive use and occupancy of the Dedicated Spaces, the CITY will strictly enforce the following traffic and parking standards for Dedicated Spaces:

- (a) Dedicated Spaces are exclusively available for the use of Shared Vehicles
- (b) A Dedicated Space may be occupied by any Shared Vehicle without temporal or durational limitations.
- (c) Vehicles other than Shared Vehicles occupying a Dedicated Space are subject to the CITY's customary parking enforcement measures.

- (d) Shared Vehicles occupying any Dedicated Space in violation of the standards, terms, and conditions of this Agreement are subject to the CITY's customary parking enforcement measures.

As part of its enforcement efforts, the CITY may install curbside painting, striping, and other markings sufficient to clearly identify the Dedicated Spaces. MAVEN acknowledges that such traffic and parking enforcement standards under the CITY's general authority to protect the health, safety, and welfare of the public and as such will be generally applicable to all vehicles operating within the City ROW, including but not limited to Shared Vehicles.

- 2.11: Conflicting Uses and Temporary Relocations.** MAVEN understands and acknowledges that the City Facilities and City ROW may be subject to multiple conflicting uses, including but not limited to construction or excavation activities, street closures, or special events ("Conflicting Use") that may from time to time render one or more Dedicated Spaces unavailable to MAVEN and its members. In the event of a Conflicting Use, MAVEN must remove Shared Vehicles from all affected Dedicated Spaces prior to the scheduled commencement of the Conflicting Use and cause such Dedicated Spaces to remain free of Shared Vehicles for the duration of the Conflicting Use. The CITY will use reasonable efforts to provide MAVEN with no less than seventy-two (72) hours' advance notice of any Conflicting Use. Such notice will include the expected geographic range and duration of the Conflicting Use, as well as other additional information, to the extent possible, that MAVEN may reasonably need to provide sufficient accommodations. If the Conflicting Use is scheduled or otherwise reasonably expected to last for more than seventy-two (72) consecutive hours, then the CITY and MAVEN will collaborate to temporarily relocate all affected Dedicated Spaces to mutually agreeable alternative locations for the duration of the Conflicting Use.
- 2.12: Right of Entry.** The CITY and its authorized representatives have the right to enter the Dedicated Spaces at all reasonable times for the purpose of examination or inspection to ensure MAVEN's compliance with this Agreement.

ARTICLE III: CAR SHARING OPERATIONAL STANDARDS

- 3.01: Car Sharing Service.** MAVEN operates a membership-based car sharing service that includes an automated online reservation and membership account platform, telephone and online customer support service, and keyless vehicle entry system. MAVEN will make its car sharing service available to its members on a self-service basis twenty-four (24) hours per day, seven (7) days per week. MAVEN will make all Dedicated Spaces and associated Shared Vehicles accessible to its general membership as part of the ordinary operations of its car sharing service and will not restrict such accessibility to certain members, limited hours or other similar limitations.
- 3.02: Vehicle Maintenance.** MAVEN will keep all Shared Vehicles in clean condition, free of dust, garbage, discarded items, and other debris, and will maintain all Shared Vehicles in

good working order in accordance with all applicable manufacturer maintenance recommendations.

- 3.03: Vehicle Registration and Inspection.** MAVEN must ensure that all Shared Vehicles are registered in the State of Michigan and are at all times in compliance with the Michigan Vehicle Code, including all applicable inspection and insurance requirements.
- 3.04: Fees and Fines.** MAVEN will be responsible for the timely payment of all fees and fines associated with Dedicated Spaces and Shared Vehicles, including but not limited to registration and permit fees, parking tickets, and moving violations.
- 3.05: Identification of Vehicles.** MAVEN must affix to the exterior of each Shared Vehicle its logo or other branding to clearly identify the Shared Vehicle as part of its car sharing service and will maintain such identification in good and legible condition. To further facilitate identification of Shared Vehicles by the CITY, MAVEN may provide the CITY with the vehicle identification number, or other similar identification information, of each Shared Vehicle.
- 3.06: Emissions Standards.** MAVEN must ensure that Shared Vehicles comply with U.S. Environmental Protection Agency Tier 3 emissions standards.

ARTICLE IV: COMPENSATION

- 4.01: Compensation.** As compensation for is lease or license of the Dedicated Spaces, MAVEN will pay to the CITY a sum equal to the number of Dedicated Spaces of each type (City Facility, metered City ROW, non-metered City ROW) multiplied by the fee per Dedicated Space of each type, as set forth in the following schedule:

Location Type:	Fee (per Dedicated Space, per month):
City Facility	[Applicable Monthly Parking Rate at City Facility]
Metered City ROW	\$125
Non-Metered ROW	\$62.50

Such monthly payment will be calculated as ([number of City Facility Dedicated Spaces] x [*Fee for Dedicated Spaces in City Facilities*]) + ([number of Metered City ROW Dedicated Spaces] x [*Fee for Metered City ROW Dedicated Spaces*]) + ([number of Non-Metered ROW Dedicated Spaces] x [*Fee for Non-Metered City ROW Dedicated Spaces*]).

The fee for each type of Dedicated Space may be revised from time to time by mutual agreement of the Parties, to become effective not less than thirty (30) days following the date that such revision is executed in writing by the Parties. Any such revision will supplement, but will not constitute an amendment to, this Agreement. The Parties may use the form of the "Operating Agreement Supplement," attached hereto in **Exhibit C**, to so supplement this section.

Compensation for the lease or license of a Dedicated Space for a portion of any month may be prorated on a per-diem basis. The prorated compensation will be calculated as the applicable monthly fee, divided by the number of days in the month, multiplied by the number of days that the Dedicated Space is in use, including when a Dedicated Space is unavailable due to Conflicting Uses, per Section 2.11 herein, if a suitable relocation is found. If a Dedicated Space is not dedicated for use for any day in a given month, then no payment will be due for such Dedicated Space for such month.

4.02 Invoice and Payment. MAVEN will submit all payments to the CITY on a monthly basis. For each respective month, MAVEN will pay all amounts due on or prior to the first business day of every month. Payments are payable to "City of Detroit Municipal Parking Department" and will be submitted to the City at the address provided in Section 13.01 herein, or such other address as the CITY may from time to time designate in writing to MAVEN.

4.03: Rate Changes. The CITY may from time to time and in its sole discretion adjust its parking fees at City Facilities or its meter rates. MAVEN acknowledges and agrees that the fees associated with each Dedicated Space are subject to change at rates in accordance with any adjustments by the CITY to the parking fees at City Facilities or meter rates. The CITY will provide MAVEN with at least thirty (30) days advance notice prior to the effective date of any changes to fees associated with Dedicated Spaces.

4.04: Holding Over. If MAVEN retains possession of any one or more Dedicated Spaces after the expiration or termination of this Agreement by lapse of time or otherwise, MAVEN will continue its tenancy or licensure, as applicable, from month to month under the terms and conditions of this Agreement until an amendment or new agreement is executed between the City and MAVEN, or until the CITY serves a notice to vacate upon MAVEN, or until MAVEN vacates all Dedicated Premises. The provisions of this Section are not to be deemed to limit or exclude any of the City's rights of reentry or any other right granted to City according to the terms of this Agreement or under law.

ARTICLE V: INTELLECTUAL PROPERTY

5.01: License. The Parties agree that the use of their names, logos, trademarks, and service marks ("Marks") may be helpful in providing public communications regarding car sharing. Each Party hereby grants to the other Party a non-exclusive, non-transferrable, royalty-free license to use its Marks to notify MAVEN's members of the availability of Shared Vehicles at the Dedicated Spaces and to generally promote the overall accessibility of car sharing in Detroit. Except as provided in the preceding sentence, no license under any existing or future trademark of either Party, by implication or otherwise, is granted to the other Party under this Agreement. A Party's license to use its Marks may be revoked by the Party at any time, whereupon the other Party must immediately cease its use of such Marks.

ARTICLE VI: REPORTING AND RECORDKEEPING

6.01: Survey. No later than twelve (12) months following the Effective Date of this Agreement and annually thereafter, MAVEN will survey its local members, including those members whom MAVEN identifies as Detroit residents and those members who have rented a Shared Vehicle located in Detroit at any time in the preceding twelve (12) months, to determine such members' general satisfaction with MAVEN's car sharing services in Detroit, which may include but will not necessarily be limited to members' satisfaction with:

- (a) The accessibility and geographic dispersion of the Shared Vehicles in Detroit;
- (b) The types of Shared Vehicles available in Detroit;
- (c) Pricing; and
- (d) The use of car sharing among other modes of transportation, such as personal vehicle, taxi/limo, public transit, bicycle, etc.

The specific form, content, design, and other parameters of the survey will be determined by mutual agreement of the Parties. Upon completion of the each survey, MAVEN will submit to the City all raw data, as well as all associated analyses and reporting, if any, within thirty (30) days after the completion of the survey.

6.02: Reporting. Commencing ninety (90) days following the Effective Date of this Agreement and on a quarterly basis thereafter, MAVEN will submit to the CITY a report of its car sharing operations within Detroit for each preceding quarter. The form and content of such reports will be determined by mutual agreement of the Parties, and may include but will not necessarily be limited to:

- (a) The number of Shared Vehicles and locations of associated Dedicated Spaces in Detroit;
- (b) The number and geographic distribution of its members identified as Detroit residents;
- (c) The number of members utilizing each Shared Vehicle;
- (d) The number of hours for which each Shared Vehicle was reserved; and
- (e) The number of vehicle-miles traveled by each Shared Vehicle.

Such reporting will be limited to aggregate data and will not include information on individual members that MAVEN is obligated to maintain as confidential.

6.03: Meetings. Representatives of the Parties will meet, whether in person or by video or telephone conference, at their mutual convenience on a periodic basis to review their performance under this Agreement, the results of MAVEN's reporting and surveys, and any other relevant issues that may arise from time to time.

6.04: Recordkeeping. Each Party will maintain, source documents, records, and other information pertinent to its activities under this Agreement for a minimum of two (2) years following the expiration or termination of this Agreement, but in no case for less time than may be required to maintain compliance with Applicable Laws.

6.05: Confidentiality. Each Party will keep, all source documents, records, and other information pertinent to its activities under this Agreement confidential and will refrain from releasing such information to third parties without notice to the other Party, subject to any disclosure requirements contained in the Michigan Freedom of Information Act, Public Act 442 of 1976, as amended, or other Applicable Laws, as defined herein.

ARTICLE VII: INSURANCE

7.01 Coverage. MAVEN assumes all risks of its operations and use of the Dedicated Spaces and must maintain at its expense during the term of this Agreement the following insurance:

Type:	Amount Not Less Than:
Workers' Compensation	Michigan Statutory minimum
Employers' Liability	\$500,000.00 minimum each disease \$500,000.00 minimum each person \$500,000.00 minimum each accident
Commercial General Liability Insurance (Broad Form Comprehensive)	\$1,000,000.00 each occurrence \$2,000,000.00 aggregate
Automobile Liability Insurance (covering all owned, hired and non-owned vehicles with personal and property protection insurance, including residual liability insurance under Michigan no fault insurance law)	\$1,000,000.00 combined single limit for bodily injury and property damage

MAVEN must provide to the CITY certificates of insurance evidencing compliance with the insurance requirements set forth above.

7.02 Additional Insured. MAVEN's commercial general liability insurance policy must include an endorsement naming the "City of Detroit" as an additional insured. The additional insured endorsement must provide coverage to the additional insured with respect to liability arising out of the named insured's operations at or use of the Dedicated Spaces. The commercial general liability policy must state that MAVEN's insurance is primary and not excess over any insurance already carried by the City of Detroit and provide blanket contractual liability insurance for all written contracts.

7.03: Prior Notice. All insurance policies must be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice to the City. Certificates of insurance evidencing the coverage required by this Agreement must be submitted to the City upon MAVEN's execution of this Agreement in a form acceptable to the CITY.

- 7.04: Contractors.** If any work is contracted out by MAVEN for any work at the Dedicated Spaces in connection with this Agreement, MAVEN will require each contractor to obtain and maintain the types and limits of insurance set forth herein and shall require documentation of same, copies of which shall be promptly furnished to the CITY.
- 7.05: Deductibles.** MAVEN will be responsible for payment of all deductibles contained in any insurance required under this Agreement. The provisions requiring MAVEN to carry the insurance required herein shall not be construed in any manner as waiving or restricting the liability of MAVEN under this Agreement.
- 7.06: Revisions to Coverage.** If during the term of this Agreement, changed conditions or other pertinent factors, in the reasonable judgment of the CITY, render inadequate the insurance limits stated above, MAVEN will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such additional insurance will be obtained at MAVEN's expense, under valid and enforceable policies issued by insurers of recognized responsibility which are well-rated by national rating organizations and are reasonably acceptable to the CITY.

ARTICLE VIII: INDEMNITY

- 8.01 Indemnity.** MAVEN will indemnify and save harmless the CITY and all other affiliated, or subsidiary entities or commissions now existing or hereafter created, their agents and employees against and from any and all third party liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses, architects, engineers and other consultants) which may be imposed upon, incurred by or asserted against CITY by reason of any of the following occurring at or on the Dedicated Spaces during the term of this Agreement:
- (a) Any work, act, error, omission or thing done in or about the Dedicated Spaces, or any part thereof or affecting same, by MAVEN or its agents, subcontractors, employees, licensees, invitees, or associated, affiliated or subsidiary entities of MAVEN (herein all collectively called "Associates") for whose acts any of them might be liable;
 - (b) Any use, possession, occupation, or operation of MAVEN's equipment;
 - (c) Any negligent or tortious act or omission of MAVEN;
 - (d) Any failure by MAVEN to perform its obligations under this Agreement; and
 - (e) Any loss or expense incurred by an employee of the CITY which arises out of or pursuant to MAVEN's performance or nonperformance under this Agreement.

The laws of the State of Michigan, as interpreted by a Michigan court of law, will be applied to determine percentages of fault resulting from claims successfully adjudicated for damages by third parties against MAVEN and the CITY.

- 8.02 Condition of the Dedicated Spaces.** MAVEN has examined and inspected the Dedicated Spaces and takes them "AS IS". In the event MAVEN finds what it determines in its

reasonable judgment to be a latent defect in a Dedicated Space that was not obvious upon prior examination and inspection, it may immediately vacate such Dedicated Space without obligation to continue payment of monthly fees for the Dedicated Space. The CITY has made no warranties or representations of whatever nature in connection with the condition of the City Facilities, City ROW, or Dedicated Spaces, and the CITY will not be liable for any defects contained therein. The CITY makes no warranties or representations, express or implied, as to title to its interest in the Dedicated Spaces. In the event that MAVEN learns that the CITY does not have title to, interest in, or jurisdiction over a Dedicated Space at any time during the Term, then it may immediately vacate the Dedicated Space without obligation to continue payment of monthly fees for the Dedicated Space. Further, the CITY agrees to provide MAVEN either reimbursement or credit against future fees under this Agreement for any advance fee paid to the CITY for Dedicated Spaces that have been found to have latent defects or to which the CITY has no title, interest, or jurisdiction.

- 8.03 Personal Property and Equipment.** MAVEN agrees that it is its responsibility to safeguard its property and equipment that it or its contractors use or have in their possession on or about the Dedicated Spaces and MAVEN agrees to hold the CITY harmless for any loss or damage of such property or equipment. Further, except as otherwise provided herein, the CITY will not be responsible or liable to MAVEN for any loss or damage that may be occasioned by or through the acts or omissions of third parties.

ARTICLE IX: EFFECTIVE DATE, TERM, TERMINATION

- 9.01: Term and Effective Date.** The term of this Agreement will commence on the Effective Date and continue for a period of two (2) years, unless otherwise terminated pursuant to the provisions of this Agreement. The Effective Date of this Agreement will be the date upon which this Agreement has been fully executed by a duly authorized agent of each Party and has been approved by the City of Detroit Law Department, and the transactions contemplated hereby have been approved pursuant to the Resolution of the Detroit City Council as approved by the Mayor of the City of Detroit.
- 9.02: Termination for Convenience.** Either Party may terminate this Agreement by providing notice of termination to the other Party. Such termination will become effective sixty (60) days following the date of the notice of termination.
- 9.03: Default and Termination for Cause.** Each of the following occurrences constitutes a default under the Agreement (“**Event of Default**”):
- (a) The failure of MAVEN to submit payments when due;
 - (b) The material failure by either Party in the performance of any covenant, obligation, agreement or provision of this Agreement;
 - (c) The filing of a petition by or against MAVEN (i) in any bankruptcy or other insolvency proceeding; (ii) seeking any relief under any state or federal debtor relief law; (iii) for the appointment of a liquidator or receiver for all or

substantially all of MAVEN's property or for MAVEN's interest in this Agreement;

- (d) The abandonment or vacation by MAVEN of the Dedicated Spaces;
- (e) The assignment by MAVEN for the benefit of its creditors.

Upon the occurrence of any Event of Default under this Agreement, the Party not in default may notify the defaulting Party in writing. The defaulting Party will have thirty (30) days after the date of such written notice to cure the default or, in the event of a default that is not capable of being cured within the 30-day cure period, to diligently pursue the cure to completion. Failure to cure such default as provided above shall be considered a material breach of this Agreement. Upon either Party's material breach of this Agreement, the Party not in material breach may, in its sole discretion: (a) seek specific performance of the applicable obligation that is the subject of a material breach; (b) elect to cure or perform the applicable obligation that is the subject of the material breach; or (c) issue a notice of termination to the Party in material breach, whereupon this Agreement shall be terminated. In no event and under no circumstances will MAVEN seek or be entitled to money damages.

9.04 No Waiver. No failure by the CITY or MAVEN to insist upon the strict performance of any covenant, agreement, term, or condition of this Agreement or to exercise any right, power or remedy consequent upon a breach thereof and no acceptance of full or partial compensation by the CITY during the continuance of any such breach by the CITY shall constitute a waiver of any such breach or of such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

9.05 Disposition Upon Conclusion or Termination. Upon the conclusion or earlier termination, whether for convenience or cause, of this Agreement, MAVEN will promptly unwind its car sharing operations at the Dedicated Spaces. Specific actions that MAVEN will undertake shall include, but are not limited to:

- (a) Removal of all Shared Vehicles from Dedicated Spaces;
- (b) Removal of all signage from all Dedicated Spaces;
- (c) Restoration of all Dedicated Spaces to the same or similar conditions under which MAVEN first took possession.
- (d) Removal of all Dedicated Spaces from MAVEN's automated online reservation and membership account platform.

ARTICLE X: COMPLIANCE WITH LAWS

10.01: In General. Each party is individually responsible for remaining in compliance in all respects with all applicable federal, state, and local laws, rules, regulations, and orders having the binding effect of law (collectively, "**Applicable Laws**"). Neither Party will be responsible for ensuring the other Party's compliance with Applicable Laws at any time, unless so required under Applicable Laws. Any material violation of Applicable Laws by

one Party will constitute a material breach and grounds for termination of this Agreement by the other Party in accordance with Section 9.03, herein.

10.02: Non-Discrimination. MAVEN will refrain from refusing, restricting, withholding, or denying any accommodations, services, privileges, advantages or facilities or otherwise discriminating, directly or indirectly, against its members or prospective members on the basis of race, color, ethnicity, national origin, religious beliefs or practices, age, disability, pregnancy, marital status, parental status, military status, employment or educational status, gender, sex, sexual orientation, gender identity or expression, or any other protected classification, in accordance with Chapter 27 of the Detroit City Code and other Applicable Laws. Notwithstanding the above, all MAVEN members must meet MAVEN's membership eligibility criteria, including age restrictions, and MAVEN may terminate any membership in its sole business judgment.

10.03: Avoidance of Conflicts. MAVEN represents that it presently has no interest, direct or indirect, and does not intend during the term of this Agreement to acquire any such interest or employ any person having any such interest, which would conflict in any manner or degree with the performance of this Agreement.

ARTICLE XI: ASSIGNMENT AND SUBLEASE

11.01 Assignment. Either Party may assign its respective rights and obligations under this Agreement to an affiliate entity with 15 days' prior written notice and receipt of consent of the other Party. Such consent shall not be withheld unreasonably by either Party.

11.02: Sublease. MAVEN has no right to sublease or sublicense any Dedicated Space without the prior written consent of the City in each instance. Such consent may be withheld by the City for any reason or no reason whatsoever. Any sublease or sublicense in violation of this Section constitutes a material and non-curable breach for which the City may terminate the Agreement immediately upon notice to MAVEN.

ARTICLE XII: AMENDMENTS

12.01: Amendments. The Parties may from time to time consider it in their best interest to change, modify or extend a term, condition or covenant of this Agreement. Any such change, modification or extension, which is mutually agreed upon by and between the parties shall be incorporated in a written amendment ("Amendment") to this Agreement. Notwithstanding the foregoing, the Parties may revise the numbers and locations of Dedicated Spaces in accordance with Section 2.03 herein, as well as the fee for each type of Dedicated Space in accordance with Section 4.01 herein, which will constitute a supplement of, and not an amendment to, this Agreement. No Amendment to this Agreement will be effective unless it is in writing, expressly makes reference to this Agreement, is executed by a duly authorized representative of each Party, is approved by the City of Detroit Law Department, and is approved pursuant to Resolution of the Detroit City Council, as approved by the Mayor of the City of Detroit, that incorporates such Amendment.

ARTICLE XIII: NOTICES

13.01 Notices. All notices, requests, notifications, and other communications (collectively, "Notices") related to this Agreement will be given by a Party in writing, signed by an authorized representative of the Party, and hand delivered, mailed by first-class mail, or mailed by overnight courier and addressed as follows:

If to the CITY: Detroit Department of Public Works
Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 611
Detroit, Michigan 48226
Attention: Ron Brundidge

With a copy to: City of Detroit Office of Mobility Innovation
Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 1126
Detroit, Michigan 48226
Attention: Mark De la Vergne

For notices issued under Section 9.03, with a copy to: City of Detroit Law Department
Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 501
Detroit, Michigan 48226
Attention: Lawrence Garcia

If to MAVEN: Maven Drive LLC
Warren Technical Center
29360 William Durant Blvd.
MS: 480-111-S1

Warren, Michigan 48092-2025
Attention: Chief Operating Officer

With a copy to: Maven Drive LLC Legal
300 Renaissance Center
M/C: 482-D39-B32
Detroit, Michigan 48265
Attention: Maven Legal

With a copy to: c/o Real Estate
300 Renaissance Center
MC 482-C19-GRE

Detroit, MI 48265
Attention: Global Director of Real Estate

All Notices shall be deemed given on the day of mailing. Either Party to this Agreement may change its address for the receipt of Notices at any time by giving written notice thereof to the other as herein provided. Any Notice given by a Party must be signed by any authorized representative of such Party.

ARTICLE XIV: MISCELLANEOUS TERMS

- 14.01: Independent Parties.** The Parties acknowledge and agree that the CITY and MAVEN are independent of each other and do not intend, as a result of this Agreement or otherwise, to become a joint venture, partners, employees, servants, agents, representatives, contractors, or any type of related business entities to one another with respect to the subject matter of this Agreement.
- 14.02: Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of any of the successors and assigns of the Parties, subject to the restrictions on assignment contained herein.
- 14.03: Non-exclusivity.** Subject to Section 2.09 herein, the Parties acknowledge and agree that this Agreement is nonexclusive, such that the CITY may enter into operating agreements as part of the Pilot Program with car sharing operators other than MAVEN and that MAVEN may enter into leases, licenses, and other agreements with property owners other than the CITY as part of its car sharing operations in Detroit.
- 14.04 Force Majeure.** Neither Party will be responsible or liable to the other Party for non-performance or delay in performance of any of the terms or conditions of this Agreement due to acts or occurrences beyond the control of the nonperforming or delayed Party, including without limitation, acts of God, acts of government, terrorism, wars, riots, strikes or other labor disputes, shortages of labor or materials, fires, and floods, provided that the non performing or delayed Party provides to the other Party written notice as soon as possible, but in no event more than 30 days after the force majeure event occurs, of the existence of and the reason for such nonperformance or delay.
- 14.05: Merger.** This Agreement, including the Exhibits and Amendments hereto, contains the entire agreement between the Parties and all prior negotiations and agreements are merged herein. Neither MAVEN, the CITY, nor their respective agents has made any representations or warranties with respect to the Dedicated Spaces or this Agreement, except as expressly set forth herein, and no rights, or remedies are or shall be acquired by the Parties by implication or otherwise unless expressly set forth herein.
- 14.06: Choice of Law and Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of Michigan. MAVEN agrees, consents and submits to the personal jurisdiction of any competent court in Wayne County, Michigan for any action brought against it arising under this Agreement. MAVEN agrees that

service of process at the address and in the manner specified in Section 11 will be sufficient to put MAVEN on notice and hereby waive any and all claims relative to such notice. MAVEN and the CITY also agree that they will not commence any action against the other party because of any matter whatsoever arising out of or related to the validity, construction, interpretation, and enforcement of this Agreement in any courts other than those in the County of Wayne, State of Michigan unless original jurisdiction can be had in either the Michigan Court of Appeals, Michigan Supreme Court or the U.S. District Court for the Eastern District of Michigan, Southern Division.

- 14.07: Severability.** In the event that any provision in this Agreement or its application is found by a court to be impermissible, invalid, or unenforceable, then that provision will be stricken and will be replaced by a provision that is permissible, valid, and enforceable, and by mutual agreement of the Parties comes closest to expressing the intent of the stricken provision. The remainder of this Agreement shall remain in full force and effect in accordance with its original overall intent the fullest extent permitted by Applicable Laws.
- 14.08: Interpretation.** Whenever required by the context of this Agreement, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neuter genders, and vice versa. Unless the context otherwise expressly requires, the words “herein”, “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular section. This Agreement shall be construed to give effect to its terms without any presumption that it is to be construed against its draftsman or otherwise construed in favor of or against either Party. Each Party has been represented by counsel of its choice and has participated equally in connection with the preparation, negotiation and execution of this Agreement.
- 14.09: Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one document. Each counterpart may be executed by facsimile or electronic signature, which will be deemed to be an original signature, to the extent permitted by Applicable Laws.
- 14.10. Authority of the City.** Notwithstanding anything in this Agreement or otherwise to the contrary, the CITY shall not be authorized or obligated to lease, license, or otherwise convey the Dedicated Spaces to MAVEN until this Agreement has been fully executed by the duly authorized representatives of the CITY, as well as approved by the Detroit City Council, the Mayor of the City of Detroit, the City of Detroit Law Department and any other City financial review commission or board as required by Applicable Laws. Any Amendment must likewise be duly approved by the City Council, the Mayor, and the Law Department.

[Signatures appear on next page.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates shown below, to be effective as of the Effective Date.

CITY OF DETROIT,
a Michigan municipal corporation

By: *[Signature]*
Name: RON BRUNDAGE
Its: DPW Director
Date: NOVEMBER 2, 2018

MAVEN DRIVE LLC,
a Delaware limited liability company

By: *[Signature]*
Name: Debra Floric Hoge
Its: Global Director
Date: 11/2/18
Real Estate

Execution Recommended
Real Estate
By: *[Signature]*

Approved by Detroit City Council on:

Chief Procurement Officer

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

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

Finance Director

Supervising Assistant Corporation Counsel

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

MAVEN ACKNOWLEDGMENT

STATE OF MICHIGAN)
)SS.
COUNTY OF WAYNE)

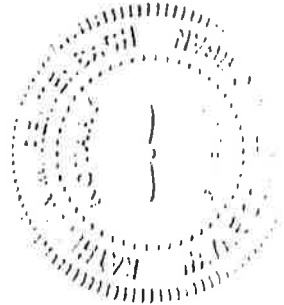
The foregoing instrument was acknowledged before me on this 2nd day of November 2018, by Debra H. Hogg, the Director on behalf of Maven Drive LLC, a Delaware limited liability company.

Kathleen M. Rentenbach

Notary Public, Wayne County, MI

My commission expires:

KATHLEEN M. RENTENBACH
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Sep 22, 2021
NOTARY IN COUNTY OF Wayne



**EXHIBIT A:
DEDICATED SPACES**

Name	Location*	Type	Num. Spaces	Monthly Fee**
Bagley & Trumbull	Southern side of Bagley Avenue, between Trumbull Avenue and 8 th Street	Non-Metered ROW	1	\$62.50
Woodward & Clifford	Northern side of Clifford Street, between Woodward Avenue and Griswold Street	Non-Metered ROW	1	\$62.50
Woodward & Adams	Northern side of West Adams Street, between Woodward Avenue and Park Avenue	Non-Metered ROW	1	\$62.50
Warren & Second	Northern side of West Warren Avenue, between 2 nd Street and A. Wayne Drive	Metered ROW	1	\$125.00
Prentis Building	Western side of Cass Avenue, between Kirby Street and Putnam Street	Non-Metered ROW	1	\$62.50
Vernor & Cavalry	Western side of Cavalry Street, between McMillan Street and Vernor Highway	Non-Metered ROW	1	\$62.50
TOTALS:			6	\$437.50

*Exact siting of spaces within each location to be determined in consultation with the Detroit Municipal Parking Department and Department of Public Works.

**Restatement of the monthly fee applicable to each space, based on the Fee Schedule established in Section 4.01 herein.

CITY ACKNOWLEDGMENT

STATE OF MICHIGAN)
)SS.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on this ____ day of _____ 20____,
by _____, of the _____ Department of the City of Detroit, a
Michigan municipal corporation.

Notary Public, Wayne County, MI

My commission expires:

EXHIBIT B:
GREATER DOWNTOWN AREA

The Greater Downtown Area includes all of that portion of the City of Detroit within the area bounded by the Detroit River and the center lines of Steve Yzerman Drive (extended to the Detroit River), John C. Lodge Freeway (M-10), Edsel Ford Freeway (I-94), Fisher Freeway (I-75), Interstate 375 (I-375), East Jefferson Avenue, and Rivard Street (extended to the Detroit River).

EXHIBIT C:

[First] Operating Agreement Supplement

This [First] Operating Agreement Supplement (“**Supplement**”) is entered into pursuant to that certain Car Sharing Pilot Program Operating Agreement (as amended and modified from time to time, the “**Agreement**”) dated [____], between CITY OF DETROIT (“**City**”), and MAVEN DRIVE LLC (“**Maven**”).

THE PARTIES AGREE as follows:

- A. Defined Terms. Capitalized terms used but not otherwise defined in this Supplement will have the meanings ascribed to such terms in the Agreement.
- B. Revision to Fee Schedule [as applicable]. Effective as of [____], the fee schedule contained in Section 4.01 of the Agreement is hereby deleted in its entirety and replaced with the following new schedule:

Location Type:	Fee (per Dedicated Space, per month):
City Facility	
Metered City ROW	
Non-Metered ROW	

- C. Revision to Dedicated Spaces [as applicable]. Effective as of [____], Exhibit A to the Agreement is hereby deleted in its entirety and replaced with the following new schedule:

Name	Location*	Type	Num. Spaces	Monthly Fee**
				\$
TOTALS:				\$

*Exact siting of spaces within each location to be determined in consultation with the Detroit Municipal Parking Department and Department of Public Works.

**Restatement of the monthly fee applicable to each space, based on the Fee Schedule established in Section 4.01 herein.

- D. Miscellaneous. Except as expressly provided in this Supplement, the Agreement (the terms and conditions of which are incorporated into this Supplement) remains unmodified and in full force and effect. In the event of any conflict between the Agreement and this Supplement, this Supplement controls. This Supplement may be executed in counterparts, each of which will be deemed an original and, when compiled, deemed to constitute a single document. Copies of signatures (including those delivered by email, facsimile or .pdf) and electronic signatures have the same effect as originals.

CITY OF DETROIT,
a Michigan municipal corporation

MAVEN DRIVE LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____



CITY OF DETROIT
DEPARTMENT OF PUBLIC WORKS
CITY ENGINEERING DIVISION

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVE. SUITE 601
DETROIT, MICHIGAN 48226
PHONE: (313) 224-3949 • TTY: 711
FAX: (313) 224-3471
WWW.DETROITMI.GOV

October 23, 2018

Honorable City Council:

129
144

RE: Petition No. 1534 Giffels Webster, request for vacation and transfer of a public alley north-south (20 feet wide) within the block bounded by Woodward Avenue, Grand River Avenue, John R. Street, and Farmer Street.

Petition No. 1534 of Giffels Webster on behalf of 1400 Webward Avenue LLC, request for the vacation of the north-south public alley, 20 feet wide, in the block bounded by East Grand River Avenue, 60 feet wide, John R. Street, 55 feet wide, Woodward Avenue, 120 feet wide, and Farmer Street, variable width.

The request is being made to consolidate parcels of land and to accommodate a new development known as the Shinola Hotel. The petitioner has also requested that the City deed the alley to them. The title to the alley is vested with the City because it is part of the "Governor and Judges Plan". After this resolution for alley vacation, the alley will need to be declared surplus property in order to be sold to 1400 Webward Avenue LLC (aka Bedrock). A provision authorizing the land sale is a part of the resolution.

The petition was referred to the City Engineering Division – DPW for investigation (utility review) and report. This is our report.

Detroit Water and Sewerage Department (DWSD) has no objection to the vacation provided certain provisions are met. The DWSD provisions are a part of the attached resolution.

Planning and Development Department reports involvement because the development is located within the Lower Woodward Historic District. The project requires Historic District Commission approval. A provision for Historic District approval is a part of the resolution.

Comcast reports involvement with an estimated cost of \$16,374.04 for removal and relocation of their facilities. A provision for Comcast is a part of the resolution.

DTE Energy – Electric Division (DTE-E) reports being involved with electric facilities in the vacation. The petitioner and DTE Energy have agreed to easement conditions for the subject alley. DTE Energy consents to the vacation of the alley provided that the

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



resolution expressly references the private easement benefitting DTE. A provision for DTE Energy is made a part of the resolution.

DTE Energy – Gas Division (DTE-G) reports being involved with the removal of the gas facilities in the vacation area or a grant of easement. A provision for removal of DTE-G facilities at cost to be borne by the petitioner or the granting of an easement for DTE-G is a part of the resolution.

Detroit Thermal has facilities in the subject alley and a provision for the petitioner to grant an easement satisfactory to Detroit Thermal is a part of the resolution.

A provision for the other adjoining owners to be granted an easement for ingress and egress to the alley for buildings with entrances/exits on the subject alley has been made a part of the resolution.

All other involved City departments and privately owned utility companies have reported no objections to the vacation and encroachment. Provisions protecting the rights of the utilities and the City are a part of this resolution.

I am recommending adoption of the attached resolution.

Respectfully submitted,

Richard Doherty, P.E., City Engineer
City Engineering Division – DPW

/JMK

Cc: Ron Brundidge, Director – DPW
Mayor's Office – City Council Liaison
Bruce Goldman – Law Department

BY COUNCIL MEMBER _____

RESOLVED, that the north-south public alley, 20 feet wide, in the block bounded by East Grand River Avenue, 60 feet wide, John R. Street, 55 feet wide, Woodward Avenue, 120 feet wide, and Farmer Street, variable width, said alley being land in the City of Detroit, Wayne County, Michigan and more particularly described as:

Beginning at the Southeast corner of Lot 32, Plat of Section 7, Governor and Judges Plan as recorded December 23, 1848 in Liber 34, page 544 of Deeds, Wayne County Records; thence N30°11'27"W 300.90 feet along the westerly line of the alley, 20 feet wide to the southerly line of John R. Street, 55 feet wide, thence along said southerly line N59°46'14"E 20.00 feet to the easterly line of said alley; thence along said easterly line S30°11'27"E 300.92 feet to the northerly right-of-way line of East Grand River, 60 feet wide; thence along said northerly line, S59°50'52"W, 20.00 feet to the Point of Beginning and containing 0.138 acres of land.

Be and the same is hereby vacated (outright) as public right-of-way to become part and parcel of the abutting property, subject to the following provisions:

PROVIDED, that petitioner/property owner make satisfactory arrangements with any and all utility companies for cost and arrangements for the removing and/or relocating of the utility companies and city departments services or granting of private easements for specific utility companies, if necessary, and further

PROVIDED, that the petitioner contact DTE Energy - Electric shall retain a temporary easement the full width of the alley until the sale of the alley by the City of Detroit to the petitioner at which time the petitioner shall execute the previously agreed upon easement benefitting DTE Energy. Upon execution of the private easement between the petitioner and DTE the temporary easement shall expire and be extinguished, and further

PROVIDED, that the petitioner contact DTE Energy – Gas be granted an easement for their existing services, or contact DTE Energy Gas Company Public Improvement Department: Kayla Shelton at 313-389-7211 (Supervisor) or Laura Forrester at 313-389-7261 (Gas Planner) for the estimated cost of their services in abandoning/removing/and/or relocating/rerouting, including survey, design and drawing of their utilities with all cost to be borne by the petitioner, and further

PROVIDED, that the petitioner comply with the Detroit Historic Commission for approval of the development located within the Lower Woodward Historic District, and further

PROVIDED, that petitioner/property owner make satisfactory arrangements with Detroit Thermal for cost and arrangements for granting a private easement for the existing steam tunnel, and further

PROVIDED, that petitioner/property owner make satisfactory arrangements with other adjoining property owners for granting a private easements for ingress and egress, and further

PROVIDED, that the petitioner shall design and construct proposed sewers and or water mains and to make the connections to the existing public sewers and or water mains as required by Detroit Water and Sewerage Department (DWSD) prior to construction of the proposed sewers and or water mains, and further

PROVIDED, that the plans for the sewers and or water mains shall be prepared by a registered engineer; and further

PROVIDED, that DWSD be and is hereby authorized to review the drawings for the proposed sewers and or water mains and to issue permits for the construction of the sewers; and further

PROVIDED, that the entire work is to be performed in accordance with plans and specifications approved by DWSD and constructed under the inspection and approval of DWSD; and further

PROVIDED, that the entire cost of the proposed sewers and or water mains construction, including inspection, survey and engineering shall be borne by the petitioner; and further

PROVIDED, that the petitioner shall deposit with DWSD, in advance of engineering, inspection and survey, such amounts as the department deems necessary to cover the costs of these services; and further

PROVIDED, that the petitioner shall grant to the City a satisfactory easement for the sewers and or water mains, and further

PROVIDED, that the Board of Water Commissioners shall accept and execute the easement grant on behalf of the City, and further

PROVIDED, that the petitioner shall provide a one (1) year warranty for the proposed sewers and or water mains, and further

PROVIDED, that upon satisfactory completion, the sewers and or water mains shall become City property and become part of the City system. And any existing sewers and or water mains that were abandoned shall belong to the petitioner and will no longer be the responsibility of the City; and further

PROVIDED, that any construction in the public rights-of-way such as removal and construction of new pavement, driveways, curbs and sidewalks along John R. Street and East Grand River Avenue at the alley entrances shall be done under city permit and inspection according to City Engineering Division – DPW specifications with all costs borne by the abutting owner(s), their heir or assigns; and further

RESOLVED, that the Planning and Development Director is hereby authorized to issue a quit-claim deed to transfer the following described parcel of land for fair market value and/or other valuable consideration:

The north-south public alley, 20 feet wide, in the block bounded by East Grand River Avenue, 60 feet wide, John R. Street, 55 feet wide, Woodward Avenue, 120 feet wide, and Farmer Street, variable width, said alley being land in the City of Detroit, Wayne County, Michigan and more particularly described as:

Beginning at the Southeast corner of Lot 32, Plat of Section 7, Governor and Judges Plan as recorded December 23, 1848 in Liber 34, page 544 of Deeds, Wayne County Records; thence N30°11'27"W 300.90 feet along the westerly line of the alley, 20 feet wide to the southerly line of John R. Street, 55 feet wide, thence along said southerly line N59°46'14"E 20.00 feet to the easterly line of said alley; thence along said easterly line S30°11'27"E 300.92 feet to the northerly right-of-way line of East Grand River, 60 feet wide; thence along said northerly line, S59°50'52"W, 20.00 feet to the Point of Beginning and containing 0.138 acres of land.

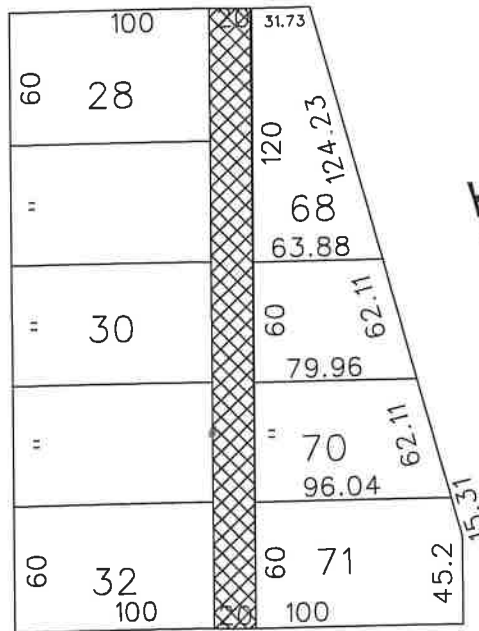
PROVIDED, That the City Clerk shall within 30 days record a certified copy of this resolution with the Wayne County Register of Deeds.

PETITION NO. 1534
 GIFFELS WEBSTER
 28 W. ADAMS, SUITE 1200
 DETROIT, MICHIGAN 48226
 C/O MICHAEL MARKS, P.E.
 PHONE NO. 313 962-4442



JOHN R. ST. 55 FT. WD.

**WOODWARD AVE.
 120 FT. WD.**



**FARMER ST.
 VARIOUS WIDTHS**

GD. RIVER AVE. 60 FT. WD.



- OUTRIGHT VACATION

(FOR OFFICE USE ONLY)

CARTO 28 A

**REQUEST TO OUTRIGHT VACATE
 THE NORTH/SOUTH PUBLIC ALLEY, 20 FT. WD.
 IN THE BLOCK BOUND BY
 JOHN R., FARMER ST., GD. RIVER
 AND WOODWARD AVE.**

**CITY OF DETROIT
 CITY ENGINEERING DEPARTMENT
 SURVEY BUREAU**

JOB NO. 01-01

DRWG. NO. X 1534

B					
A					
DESCRIPTION	DRWN	CHKD	APPD	DATE	
REVISIONS					
DRAWN BY	WLW	CHECKED			
DATE	05-09-17	APPROVED			

145

BY COUNCIL MEMBER _____:

**RESOLUTION APPOINTING A MEMBER TO THE
BOARD OF ZONING APPEALS**

RESOLVED, That the Detroit City Council hereby appoints Emmanuel Calzada to represent District 6 on the Board of Zoning Appeals for a term beginning January 1, 2019 and ending December 31, 2021.

November 15, 2018

CITY CLERK 2018 NOV 15 PM4:36

146

COUNCIL MEMBER _____

**RESOLUTION APPOINTING A MEMBER TO
THE BOARD OF ZONING APPEALS**

RESOLVED, The Detroit City Council hereby appoints Robert Thomas to the Board of Zoning Appeals to represent City Council District 5 for a term beginning January 1, 2019 and ending December 31, 2021.

November 15, 2018

CITY CLERK 2018 NOV 15 PM4:36

COUNCIL MEMBER _____

**RESOLUTION APPOINTING A MEMBER TO
THE BOARD OF ZONING APPEALS**

RESOLVED, The Detroit City Council hereby appoints Robert Weed to the Board of Zoning Appeals to represent City Council District 1 for a term beginning January 1, 2019 and ending December 31, 2021.

November 15, 2018

CITY CLERK 2018 NOV 15 PM4:36

COUNCIL MEMBER _____

**RESOLUTION APPOINTING A MEMBER TO
THE PROPERTY TAX BOARD OF REVIEW—AT-LARGE**

RESOLVED, The Detroit City Council hereby appoints Geraldine Chatman to the Property Tax Board of Review to represent City Council At-Large for a term beginning January 1, 2019 and ending December 31, 2020.

November 16, 2018

COUNCIL MEMBER _____

**RESOLUTION APPOINTING A MEMBER TO
THE PROPERTY TAX BOARD OF REVIEW—AT-LARGE**

RESOLVED, The Detroit City Council hereby appoints Glenda McPherson to the Property Tax Board of Review to represent City Council At-Large for a term beginning January 1, 2019 and ending December 31, 2020.

November 16, 2018

150

COUNCIL MEMBER _____

**RESOLUTION APPOINTING A MEMBER TO
THE PROPERTY TAX BOARD OF REVIEW- DISTRICT 1**

RESOLVED, The Detroit City Council hereby appoints Leatha Larde to the Property Tax Board of Review to represent City Council District 1 for a term beginning January 1, 2019 and ending December 31, 2020.

November 16, 2018

COUNCIL MEMBER _____

**RESOLUTION APPOINTING A MEMBER TO
THE PROPERTY TAX BOARD OF REVIEW- DISTRICT 2**

RESOLVED, The Detroit City Council hereby appoints Mary Brazelton to the Property Tax Board of Review to represent City Council District 2 for a term beginning January 1, 2019 and ending December 31, 2020.

November 16, 2018

COUNCIL MEMBER _____

**RESOLUTION APPOINTING A MEMBER TO
THE PROPERTY TAX BOARD OF REVIEW- DISTRICT 3**

RESOLVED, The Detroit City Council hereby appoints Dianne Allen to the Property Tax Board of Review to represent City Council District 3 for a term beginning January 1, 2019 and ending December 31, 2020.

November 16, 2018

COUNCIL MEMBER _____

**RESOLUTION APPOINTING A MEMBER TO
THE PROPERTY TAX BOARD OF REVIEW- DISTRICT 4**

RESOLVED, The Detroit City Council hereby appoints Willie Donwell to the Property Tax Board of Review to represent City Council District 4 for a term beginning January 1, 2019 and ending December 31, 2020.

November 16, 2018

154

COUNCIL MEMBER _____

**RESOLUTION APPOINTING A MEMBER TO
THE PROPERTY TAX BOARD OF REVIEW- DISTRICT 5**

RESOLVED, The Detroit City Council hereby appoints Maria Muhammad to the Property Tax Board of Review to represent City Council District 5 for a term beginning January 1, 2019 and ending December 31, 2020.

November 16, 2018

COUNCIL MEMBER _____

**RESOLUTION APPOINTING A MEMBER TO
THE PROPERTY TAX BOARD OF REVIEW- DISTRICT 6**

RESOLVED, The Detroit City Council hereby appoints Rocio Ocampo to the Property Tax Board of Review to represent City Council District 6 for a term beginning January 1, 2019 and ending December 31, 2020.

November 16, 2018

156

COUNCIL MEMBER _____

**RESOLUTION APPOINTING A MEMBER TO
THE PROPERTY TAX BOARD OF REVIEW- DISTRICT 7**

RESOLVED, The Detroit City Council hereby appoints Lewis Moore to the Property Tax Board of Review to represent City Council District 7 for a term beginning January 1, 2019 and ending December 31, 2020.

November 16, 2018



Mayor's Office

Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 1126
Detroit, Michigan 48226

Phone 313•224•3400
Fax 313•224•4128
www.detroitmi.gov

21
157 ~~10~~

October 12, 2018

Evette Griffie
18924 Oak Drive
Detroit, MI 48221

Dear Ms. Griffie,

It gives me great pleasure to appoint you to the Board of Police Commissioners. Your term begins immediately upon confirmation by City Council and expires June 30, 2019. Upon City Council's request, a City Clerk's office representative may contact you to schedule an interview.

Thank you in advance for serving the citizens of Detroit. I look forward to working with you.

Should you have any questions or need additional information, please contact Elisa Malile, Deputy Chief of Staff at (313) 224-3400.

Sincerely,

Michael E. Duggan, Mayor
City of Detroit

cc: James Craig, Police Chief, City of Detroit
George Anthony, Secretary to the Board of Police Commissioners
Elisa Malile, Deputy Chief of Staff, Office of Mayor Mike Duggan

ENTERED OCT 22 2018 - Move to IO through the Pres. Office -JA (30)



Mayor's Office

Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 1126
Detroit, Michigan 48226

Phone 313-224-3400
Fax 313-224-4128
www.detroitmi.gov

The following attachment pertains to the appointment letter of Evette Hollins-Griffie to the Board of Police Commissioners.

Internal Operations Standing Committee

K

Wednesday, October 22, 2018

11:10 AM INTERVIEW

RE: REAPPOINTMENT TO THE BOARD OF POLICE COMMISSIONERS

Attending: EVETTE GRIFFIE

ENTERED OCT 31 2018

- Interview held with Evette Griffie



Mayor's Office

Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 1126
Detroit, Michigan 48226

Phone 313-224-3400
Fax 313-224-4128
www.detroitmi.gov

October 12, 2018

Evette Griffie
18924 Oak Drive
Detroit, MI 48221

Dear Ms. Griffie,

It gives me great pleasure to appoint you to the Board of Police Commissioners. Your term begins immediately upon confirmation by City Council and expires June 30, 2019. Upon City Council's request, a City Clerk's office representative may contact you to schedule an interview.

Thank you in advance for serving the citizens of Detroit. I look forward to working with you.

Should you have any questions or need additional information, please contact Elisa Malile, Deputy Chief of Staff at (313) 224-3400.

Sincerely,

Michael E. Duggan, Mayor
City of Detroit

cc: James Craig, Police Chief, City of Detroit
George Anthony, Secretary to the Board of Police Commissioners
Elisa Malile, Deputy Chief of Staff, Office of Mayor Mike Duggan

EVETTE HOLLINS-GRIFFIE

Hollins.Evette@gmail.com • 313.727.8897

- April 2015-Current** **DTE Energy** **Detroit, MI**
Chief of Staff, Customer Service & Economic Development (2017-2018)
Senior Strategist, Customer Service & Economic Development (2015-2017)
- Developed a creative economic development strategy to accelerate the success of economic growth through regional attraction, retention, and expansion efforts.
 - Led initiative that resulted in the recommendation and formation of a regional economic development group on behalf of DTE's CEO and Detroit CEO group.
 - Perform short and long term strategy development, analysis, and planning for the Customer Service departments five-year strategic plan, annual operational plan, and quarterly business update.
 - Represent the vice president at corporate, business unit, and committee meetings. - Interact with parties on the vice president's behalf; collaborating with and achieving results with the input of key stakeholders
 - Serve as an internal consultant to business units, to support the organization's overall strategy
 - Coordinate with other members of the leadership team to develop organizational scorecards, set targets, and identify capabilities to improve the organization's positioning.
- July 2014-April 2015** **AT&T Michigan** **Detroit, MI**
Manager, External Affairs
- Served as company liaison in the Metro Detroit community with a focus on Detroit and Oakland County. Responsible for day -to-day contact regarding local regulatory and franchising issues.
 - Responsible for initiating and managing relationships, representing the organization and its needs to the business community.
 - Selected and executed foundation and corporate sponsorship projects that advanced AT&T's legislative agenda, raised their profile in the community, assisted organizations that were supportive of AT&T, and expanded the company's sphere of influence. Leveraged dollars to accomplish AT&T legislative priorities.
 - Developed and implemented results-oriented strategies focused on AT&T's IP Transition and wireless transformation with Michigan thought leaders (policy, media, civic/community leaders).
 - Utilized skills, third party organizations and other influencers to educate, inform and expose legislators to business issues, furthering the AT&T agenda, and increasing number of legislators who voted in support of our policy positions.
 - Effectively used social and earned media to build relationships, keep a finger on the pulse of key stakeholders, and to broadcast the AT&T story.
 - Identified problematic situations. Provided leadership with a strategy to kill problem issues.
- Aug 2013-July 2014** **Detroit Regional Chamber** **Detroit, MI**
Manager, Urban Affairs
- Established relationships with Detroit -based organizations working to advance Detroit's transformation and identify opportunities for the Chamber to be a more effective stakeholder in the revitalization of Detroit.
 - Formed strategic partnerships and relationships within city government to assist member businesses in navigating local government processes and advocating for policies that create a more business friendly climate.
 - Worked with elected state officials, with emphasis on the Detroit delegation, to advocate on behalf of legislation that aligned with the Chamber's urban agenda.
 - Created and managed the Detroit Policy Conference and Mackinac Policy conference agenda and ensured goals related to revenue, quality, and participation were met.
 - Ensured that the Chamber told the complete story of Detroit's transformation when communicating with local, national, and global audiences.
 - Supported Detroit Regional Chamber PAC board in endorsement decision making by performing due diligence and making recommendations.
 - Monitored economic development issues raised in city hall and worked with other members of the advocacy team to determine the Chamber's stance.

EXPERIENCE	Comerica Bank	Detroit, MI
Aug 2010-Aug 2013	Business Bank- Special Projects Team Senior Financial Analyst II	
	<ul style="list-style-type: none"> • Performed monthly loan volume analysis on \$4.4 billion portfolio that focused on loan utilization and customer variances by line of business. Results used by senior management to make portfolio decisions. • Selected by executives to co-chair Comerica's Michigan market business development team in which I developed relationships with key customers and centers of influence to enhance business development opportunities. While on the team, I contributed numerous successful business referrals of Comerica's products. 	
June 2009- Aug 2010	Ally Financial Financial Analyst	Detroit, MI
	<ul style="list-style-type: none"> • Instrumental in identifying key drivers of expense in an effort to better manage cost. Worked with a team to produce annual business plan/budget and forecast models on a departmental, business segment, and consolidated basis while working with functional department heads and senior management 	
EDUCATION	UNIVERSITY OF MICHIGAN Stephen M. Ross School of Business Bachelors of Business Administration, April 2009	
	•Emphasis in Finance and Corporate Strategy	
COMMUNITY & EXTRACURRICULAR INVOLVEMENT		
2018-Current	Mentor, Women of Tomorrow	
	<ul style="list-style-type: none"> •Mentor a classroom of young women monthly at David Aerospace Technical High School through a program whose mission is to inspire, motivate and empower at-risk young women to live up to their full potential 	
2017-Current	Member, Links Inc	
	<ul style="list-style-type: none"> • An international, not-for-profit organization, established in 1946. The membership consists of nearly 15,000 professional women of color. It is one of the nation's oldest and largest volunteer service organizations of extraordinary women. 	
2013-2014	Wayne State University Detroit Revitalization Fellow	
	<ul style="list-style-type: none"> •Selected as 1 of 22 fellows from a pool of 450 applicants •Program's Mission- To attract and develop professionals who will ultimately help lead the economic revitalization and development of Detroit. 	
2014-Current	Member, Detroit Athletic Club	
2017-Current	Member, Detroit Golf Club	
AWARDS & RECOGNITION	<ul style="list-style-type: none"> • 2018 Women Thrive Award • 2014 Michigan Chronicle Legacy in Motion Rising Star Award • 2014 Detroit Young Professional 2014 Vanguard Award • 2013 Crain's Detroit 20 in their 20's award • 2013 Michigan Chronicle 40 under 40 award 	



Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 1126
Detroit, Michigan 48226

Phone 313-224-3400
Fax 313-224-4128
www.detroitmi.gov

BY ALL COUNCIL MEMBERS

RESOLVED, that the appointment by His Honor the Mayor, of the following individual to serve on the Board of police Commissioners for the corresponding term of office indicated be and the same is hereby approved.

MEMBER

Evette Hollins-Griffie

TERM EXPIRES

June 30, 2019

Adopted as follows:

Yeas: _____

Nays: _____

WAIVER OF RECONSIDERATION



City of Detroit
COUNCILMAN ANDRE L. SPIVEY

CITY CLERK 2018 OCT 23 PM 4:31

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53
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158

MEMO

To: David Whitaker, Director, Legislative Policy Division
Thru: The Office of Council President Brenda Jones
Councilman Scott Benson, Chairman, Public Health and Safety Committee
From: Councilman Andre L. Spivey
Date: October 23, 2018
RE: **Resolution in Support of the "Bullet Bill"**

I am requesting the Legislative Policy Division to craft a resolution in support of the *Bullet Bill* proposed by Wayne County Commissioner Reggie Davis.

The Bullet Bill would require a mental health background check as a prerequisite for purchasing ammunition. Further, the bill would establish the practice of buying and selling ammunition from a law enforcement agency.

See attached draft resolution from the Wayne County Commissioners.

To the Clerk, please line item this in the Public Health and Safety Standing Committee.

Thank you,

Cc: Louise Jones, Committee Clerk

ENTERED NOV 05 2018 ~~BB ZUKS RM (310)~~

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table

BY COUNCIL MEMBER ANDRE SPIVEY:

**RESOLUTION IN SUPPORT OF THE
“BULLET BILL”**

WHEREAS, Gun violence is at epidemic levels here in the United States. Death by gunshot is the leading cause of death throughout the nation. In 24 states there were more people killed by gunshot than by car accident and was also the leading cause of injury-related deaths of young people between the ages of 15 and 29. According the U.S. Centers for Disease Control and Prevention in 2016, over 155,000 individuals were the victims of gun related-violence, including 38,658 deaths as a result of those injuries; and

WHEREAS, The State of Michigan has been hit hard by the epidemic of gun violence. A disproportionate number of firearm-related deaths occur in Michigan. Even though only 3% of the country’s population is here in the state, approximately 11% of the those deaths happen in Michigan; and

WHEREAS, Not only does the individuals and community suffer the physical and emotional consequences from firearm-related injuries and deaths, but the taxpayers bear the burden of the overwhelming economic cost. Nationally, approximately half of the over \$2 billion in medical costs is borne by taxpayers. Additionally, when all direct and indirect medical, legal and societal costs are included the estimated cost of gun violence in the United State amounts to a staggering \$100 billion annually; and

WHEREAS, The purchase of firearms is regulated to varying degrees; however, there is very little regulation on the sale of ammunition. Although, individuals who are prohibited from possessing firearms are also prohibited from possessing ammunition, this is inadequate to prevent those individuals from buying ammunition and to protect the public. Federal and state law should prevent individuals who pose a threat to themselves or others from purchasing firearm ammunition by requiring background checks that include mental health data prior to any such sale; and

WHEREAS, In light of the recent increase in mass shootings and gun violence, there is a growing consensus that more regulation is needed for the sale of firearms and firearm ammunition to protect public safety. According to the Los Angeles Times, nearly two-thirds of Americans are in favor of universal background checks for ammunition buyers and approximately 60% support bans on high-capacity magazines and strict limits on the amount of ammunition that can be purchased¹; and

¹ Muggah, Robert (2018). Want to Stop Gun Violence Now? Regulate Bullets. Los Angeles Times. Retrieved from <http://www.latimes.com/opinion/op->

[ed/la-oe-muggah-ammunition-regulation-20180326-story.html](http://www.latimes.com/opinion/op-ed/la-oe-muggah-ammunition-regulation-20180326-story.html) (last accessed on September 4, 2018).

WHEREAS, The Detroit City Council supports the 2nd Amendments right to bear arms but recognizes that policies have to put into place to protect everyone in the community in the exercise of that right. However, Michigan's Firearms and Ammunition Act, P.A. 319 of 1990, M.C.L. 123.1102, prohibits both local units of government, *e.g.* cities and counties, from placing any restriction on the sale of ammunition. Therefore, is necessary for the State to undertake such regulation. **NOW THEREFORE BE IT**

RESOLVED, That the Detroit City Council hereby supports the regulation of the sale of gun ammunition to require a background check that includes mental health data prior to such sale would drastically decrease the number of individuals injured or killed by gun violence and lessen the associated economic impact on taxpayers; **BE IT FURTHER**

RESOLVED, Wayne County Commissioner Reggie Davis has sponsored a resolution advocating for legislation, that if adopted, would endorse similar regulation. City Council supports the sentiment of Commissioner Davis' resolution urging the State legislature to enact reasonable legislation to protect our communities; **BE IT FINALLY**

RESOLVED, That a copy is resolution be transmitted the Committees on Judiciary in both the Michigan House and Senate and to the Detroit Delegation in the Michigan Legislature.

November 2, 2018
