

NOVEMBER 13, 2018
FORMAL AGENDA

**PLANNING AND
ECONOMIC
DEVELOPMENT
STANDING
COMMITTEE**



November 07, 2018

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

**RE: Property Sale by Development Agreement – Midtown West Project
Request for Authorization to Amend 2018-19 Budget
Appropriation #20611 – Midtown West Park Improvements**

Honorable City Council:

The Planning & Development Department (“P&DD”) has received an offer from PDH Development Group LLC (“PDH”), a Michigan limited liability company, to purchase certain City-owned real property at 831 and 931 Selden and 830 and 960 Brainard, Detroit, MI (the “Properties”) for the purchase price of One Million Eight Hundred Thousand and 00/100 Dollars (\$1,800,000.00) (the “Purchase Price”).

The Properties will be developed by PDH as part of the City’s Midtown West Project, which is within the boundaries of the former Wigle Playfield / Recreation Center site that is now comprised of vacant land (“MW Site”). The City split the MW Site into: 1) four development sites that include the Properties, 2) a 1-acre site at 910 Brainard for construction of a new City park (“New Park”) and 3) land set aside to rededicate and construct 4th Street and Tuscola Avenue to continue through the MW Site. A separate street dedication resolution and street construction contract will be brought before this Honorable Body to address such new streets.

PDH proposes to construct the four development sites on the Properties in two Phases with an investment of just over \$70 million. Phase 1, to be constructed on 831 and 931 Selden, will include: 1) a for-rent, mixed-income residential development with on-site parking and retail space and 2) a for-sale residential development with on-site parking and retail space. Phase 2, to be constructed on 830 and 960 Brainard, will include two separate for-sale residential developments, each with separate on-site parking. Currently, the Properties are within a SD2 zoning district (Special Development District, Mixed Use). PDH’s proposed use of the Properties is consistent with the allowable uses for which the Properties are zoned.

As part of the Midtown West Project, PDH has participated in a voluntary community engagement process facilitated by P&DD that included a Neighborhood Advisory Council. P&DD has completed a Midtown West Community Benefits Agreement Report (the “CB Report”) as a result of such process and PDH has agreed to the terms of a Community Benefits Agreement (the “CB Agreement”) with respect to certain matters contained in the CB Report. Both the CB Report and CB Agreement are provided with the attached resolution.



Also as part of the City's Midtown West Project, P&DD wishes to transfer jurisdiction of the New Park site to the General Services Department ("GSD") to operate and maintain as a City park. It is hereby requested by the Finance Department that your Honorable Body approve the transfer of jurisdiction over the New Park to GSD. To help fund construction of the New Park, the Housing & Revitalization Department ("HRD") is hereby requesting the authorization of your Honorable Body to amend HRD's 2018-2019 Budget to add Appropriation #20611 for the purposes of accepting, appropriating and expending Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00) in sales revenue from the Purchase Price of the Properties for construction of the New Park. A separate construction contract will be brought before this Honorable Body for approval to construct the New Park with such funds.

We hereby request that your Honorable Body adopt the attached resolution to: 1) authorize the Director of P&DD to execute a development agreement, deed and such other documents as may be necessary or convenient to effect a transfer of the Properties by the City to PDH, 2) receive and file the CB Report, 3) approve the CB Agreement, 4) transfer jurisdiction of 910 Brainard to GSD for the New Park and 5) amend the 2018-19 Budget for HRD to create Appropriation #20611 to accept a portion of the Purchase Price for the City's construction of the New Park. A Waiver of Reconsideration is also requested.

Respectfully submitted,

Maurice D. Cox, Director
Planning & Development Dept.

Donald Rencher, Director
Housing & Revitalization Dept.

cc: Stephanie Washington, Mayor's Office

RESOLUTION

BY COUNCIL MEMBER: _____

NOW, THEREFORE, BE IT RESOLVED, that Detroit City Council hereby approves the sale by development agreement of certain real property at 831 and 931 Selden and 830 and 960 Brainard, Detroit, MI (the “Properties”), as more particularly described in the attached Exhibit A incorporated herein, to PDH Development Group LLC (“PDH”), a Michigan limited liability company, for the purchase price of One Million Eight Hundred Thousand and 00/100 Dollars (\$1,800,000.00) (the “Purchase Price”); and be it further

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

RESOLVED, that transfer of the Properties to PDH may occur in two (2) separate closings such that 831 and 931 Selden are conveyed upon PDH’s payment of a portion of the Purchase Price amounting to One Million One Hundred Thirty Seven Thousand Five Hundred Thirty and 00/100 Dollars (\$1,137,530.00) and 830 and 960 Brainard are conveyed upon PDH’s payment of a portion of the Purchase Price amounting to Six Hundred Sixty Two Thousand Four Hundred Seventy and 00/100 Dollars (\$662,470.00); and be it further

RESOLVED, that the development agreement shall obligate PDH to: 1) cause mixed-use residential developments to be constructed on the Properties and 2) cause at least 10% of the units constructed on the 931 Selden portion of the Properties to be leased for a period of no less than thirty (30) years such that:

1. 2.5% of rental units are available at 80% or less of the Area Median Income determined as of lease execution;
2. 5% of rental units are available at 60% or less of the Area Median Income determined as of lease execution;
3. 2.5% of rental units are available at 40% or less of the Area Median Income determined as of lease execution;

and be it further

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

RESOLVED, that the development agreement and quit claim deeds will be considered confirmed when executed by the Director of P&DD, or his authorized designee, and approved by the Corporation Counsel as to form; and be it further

RESOLVED, that Detroit City Council hereby approves the transfer of jurisdiction of 910 Brainard, Detroit, MI (“New Park”), as more particularly described in the attached Exhibit B incorporated herein, from P&DD to the General Services Department for use as a public park; and be it further

RESOLVED, that the 2018-2019 Budget is amended for the Housing & Revitalization Department (“HRD”), who is hereby authorized to accept, appropriate and establish Appropriation No. 20611 into which an amount of Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00) from the City’s sales revenue of the Properties shall be received; and be it further

RESOLVED, that Appropriation No. 20611 shall be titled “Midtown West Park Improvements” and shall carry forward each fiscal year until such time as all monies received in the Appropriation have been expended; and be it further

RESOLVED, that HRD is hereby authorized to make expenditures for construction of the New Park from Appropriation No. 20611; and be it further

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

RESOLVED, that P&DD’s Midtown West Community Benefits Agreement Report in the attached Exhibit C incorporated herein is hereby received and filed by Detroit City Council; and be it further

RESOLVED, that the Community Benefits Agreement in the attached Exhibit D incorporated herein is hereby approved by Detroit City Council; and be it finally

RESOLVED, that the Director of P&DD, or his authorized designee, is hereby authorized to execute the aforementioned Community Benefits Agreement.

(See Attached Exhibits A, B, C and D)

EXHIBIT A

LEGAL DESCRIPTIONS

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

Block 1

PART OF LOTS 3 TO 7, ALL OF LOTS 8 TO 11, PART OF LOT 12, FORSYTH CONNOR ESTATES L1 P219 W C R, PART OF LOTS 1 TO 9 AND THE VAC ALLEYS ADJ, BONSWOR & SCOTT'S SUB BLK 3 L3 P69 W C R, BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE NE CORNER SD LOT 1 OF BONSWOR & SCOTT'S SUB BLK 3 THENCE S 22D 47M 00SEC E 272.50FT TH S 67D 13M 00SEC W 361.98FT TO A POINT ON THE ELY R O W OF JOHN C LODGE DRIVE (VARIABLE WIDTH R O W) THENCE N 20D 45M 40SEC W 67.54FT THENCE N 67D 13M 00SEC E 29.00FT TO A POINT ON THE ELY LN OF SD LOT 11 FORSYTH CONNOR ESTATES THENCE N 23D 26M 45SEC W 82.01FT TO THE SW CORNER OF SD LOT 4 THENCE S 67D 13M 00SEC W 18.00FT TO A POINT ON THE ELY R O W LN OF SD JOHN C LODGE DRIVE N 20D 15M 52SEC W 123.12FT THENCE N 67D 13M 00SEC E 344.13FT TO THE POB 2.162 AC 94162.814 SQ FT

a/k/a 931 Selden *29B,C*
Tax Parcel ID 04000759.005

Block 2

PART OF LOTS 9 TO 14, CRANE FARM SUB BLK 4 L60 P58 W C R, BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE SE CORNER OF LOT 9 CRANE FARM SUB BLK 4 THENCE S 67D 13M 00SEC W 88.50FT THENCE N 22D 47M 00SEC W 222.85FT THENCE N 67D 12M 58SEC E 88.50FT TO A POINT ON THE WLY LN OF A 16.9 FEET WD ALLEY THENCE S 22D 47M 00SEC E 222.85FT TO THE POB 0.453 AC 19722.265 SQ FT

a/k/a 831 Selden
Tax Parcel ID 04000759.004

Block 3 *29C*

PART OF LOTS 17 TO 21 AND PART OF LOTS 22 TO 26, INCLUDING THE 20 FEET WD VAC ALLEY ADJACENT THERETO, FORSYTH CONNOR ESTATES L1 P219 W C R, BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING S 67D 13M 00SEC W 159.85FT FROM THE NE CORNER OF LOT 10 BONSWOR & SCOTT'S SUB BLK 2 L3 P69 W C R, THENCE S 22D 47M 00SEC E 270.50FT THENCE S 67D 13M 00SEC W 216.15FT TO A POINT ON THE ELY R O W LN OF JOHN C LODGE DRIVE (VARIABLE WIDTH R O W) THENCE N 23D 30M 18SEC W 126.01FT TO A POINT ON THE NW COR OF SD LOT 26 THENCE N 04D 05M 09SEC W 21.11FT TO A POINT ON THE SLY LN OF SD LOT 17 THENCE N 19D 48M 39SEC W ALG SD ELY R O W LN OF JOHN C LODGE DRIVE 124.67FT THENCE N 67D 13M 00SEC E 204.50FT TO THE POB 1.320 AC 57483.533 SQ FT

a/k/a 960 Brainard
Tax Parcel ID 04000759.001

B.S

Block 4

PART OF LOTS 9 TO 16, CRANE FARM SUB BLK 1 L60 P58 W C R, BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE NE CORNER OF 16 THENCE S 22D 47M 00SEC E ALG THE WLY LN OF A 16.9 FEET WD ALLEY 330.90FT THENCE S 67D 13M 00SEC W 88.50FT THENCE N 22D 47M 00SEC W 330.90FT THENCE N 67D 13M 00SEC E 88.50FT TO THE POB 0.672 AC 29284.663 SQ FT

a/k/a 830 Brainard
Tax Parcel ID 04000759.003

Description Correct
Engineer of Surveys

By:



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

EXHIBIT B

LEGAL DESCRIPTIONS

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

PARTS OF LOTS 21 AND 22 AND THE VAC ALLEYS ADJACENT, FORSYTH CONNOR ESTATES L1 P219 PLATS W C R, PARTS OF LOTS 1 TO 10 AND THE VAC ALLEY ADJACENT, BONSWOR & SCOTT'S SUB BLK 3 L3 P69 W C R, BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE NE CORNER OF SD LOT 10 BONSWOR & SCOTT'S SUB BLK 2 THENCE S22D 47M 00SEC E 270.50FT THENCE S 67D 13M 00SEC W 159.85FT THENCE N 22D 47M 00SEC W 270.50FT THENCE N 67D 13M 00SEC E 159.85FT TO THE POB 0.993 AC 43239.420 SQ FT

a/k/a 910 Brainard *29 B,C*
Tax Parcel ID 04000759.002

Description Correct
Engineer of Surveys

By: 

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

EXHIBIT C

MIDTOWN WEST COMMUNITY BENEFITS AGREEMENT REPORT



MIDTOWN WEST COMMUNITY BENEFITS AGREEMENT REPORT

CITY OF DETROIT

PLANNING AND DEVELOPMENT DEPARTMENT

MAURICE COX - DIRECTOR OF PLANNING

R. STEVEN LEWIS - CENTRAL DISTRICT DESIGN DIRECTOR

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APPENDIX		
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A. A DETAILED ACCOUNT OF HOW NOTICE WAS PROVIDED TO ORGANIZE THE PUBLIC MEETING

The first public meeting for the Midtown West Development was held on May 23, 2017 at the Detroit Delta Preparatory Academy at 5:30pm. The notice that is attached to this report was mailed to approximately 900 residents within and near Census Tract 5204 – the impact area.¹ Eighty (80) people were recorded as attending the first meeting. Twenty (20) residents were recorded living in the impact area.

Subsequent NAC meetings were held on June 6 2017, July 11 2017, December 12 2017, January 16 2018, February 19 2018, and on April 9 2018.

Public Notice of the first meeting (as required by law) was mailed out to neighbors by the City Clerk's office on May 9th 2017, via a flyer developed in the Planning & Development Department. There was also assistance in community outreach from the office of District 6 Council Member Raquel Castañeda-López, Council President Brenda Jones, and At-Large Council Member Janeé Ayers.

The Planning and Development Department updated the CBO website with the Midtown West development posted. Notice was sent to the NAC and representatives of the City Council, LPD, and the DON.² The link is as follows:

www.detroitmi.gov/wigle

The website has a link to the Community Benefits Ordinance page:

<http://www.detroitmi.gov/Government/Departments-and-Agencies/Planning-and-Development-Department/Community-Benefits-Ordinance>

¹ See Figure 2 – Impact Areas and APPENDIX 03 – Impact Area

² See APPENDIX 04 – Public Notice – May 23, 2017 Flier

Impact Areas



FIGURE 2 – IMPACT AREAS

B. A LIST OF NAC MEMBERS, AND HOW THEY WERE SELECTED

Neighborhood Advisory Council

<u>Neighborhood Advisory Council Member</u>	<u>Appointment by:</u>
Dave Dobbie	Council Member Janeé L Ayers
Derrick Dykas	Impact Area Resident Selection
Francine Dorn	PDD Dir. Maurice Cox
Jenny Lee	Impact Area Resident Selection
Jesalyn Blount	PDD Dir. Maurice Cox
Lee Payne	PDD Dir. Maurice Cox
Leslie Malcolmson	Council President
Samuel Merritt	PDD Dir. Maurice Cox
Shayla Griffin	District 6 Council Member Raquel Castañeda-López

Development Team

PDH Development Group: a partnership between Detroit-based developer Roderick Hardamon and New York-based developer Mario Procida

City of Detroit Officials

Planning: Maurice D. Cox, R. Steven Lewis, Karen Gage

Housing and Revitalization Department: Graciela Watrous, Elizabeth Kmetz

Department of Neighborhoods: Vince Keenan, Ninfa Cancel

Legislative Policy Division Representative: Marcell Todd

City Council: Raquel Castañeda-López – District 6 Council Member, Janeé Ayers – At-Large Council Member, Brenda Jones – Council president

C. PROJECT IMPACTS AND MITIGATIONS

On July 2, 2018, the Planning & Development Department received the final piece of information required to finalize the report to accurately reflect the negotiations, summarized here.

1. Commitment by the City of Detroit to an additional 1.5 acres of public space (minimum) within 12 min walk of Wigle
2. Ensure public access to pedestrian walkways and open space
3. Create a contiguous one-acre public park
4. Commitment by the City to lead a public design process for public parks
5. The community led park design will accommodate people of all ages and abilities, including kids and families
6. Commitment to contribute \$50,000 to CCNDC for community space building improvements
7. Commitment to work with Council to offer deeper affordability:
 - 2.5% of rental units at 80% AMI,
 - 5% of rental units at 60% AMI,
 - 2.5% of rental units at 40% AMI
8. Adhere to the defined local marketing plan for affordable units
9. Restoration of street grid to reconnect to neighborhood to the extent possible
10. Design by renowned professionals
11. Pedestrian focused urban design
12. Housing unit mix for all ages, family sizes, and abilities
13. Commitment to support art within the public park
14. Participation in pre-existing mesh network connection
15. Assess retail options through community outreach performed by local broker
16. Retail rental rates to reflect market at the time of lease up
17. Work with MCM to identify local entrepreneurs for retail space
18. 51% local contractors, to the extent possible, during construction
19. Design sensitive to storm water mitigation
20. Enterprise green communities standards
21. Recycling services
22. Industry standard HVAC
23. Double pane windows with 28+ OITC rating that increase energy efficiency and reduce noise.

Wigle Community Benefits Overview

PROJECT IMPACTS + MITIGATIONS

FINAL
NAC APPROVED CBO SUMMARY

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 publicly accessible, to enhance pedestrian activity and to add to the attractiveness of the development and the neighborhood. These pedestrian connections will be landscaped and will connect to public streets and to the public park. All City sidewalks will be planted with street trees at 25’ intervals.</p> <p>b. The development team will provide a contiguous one-acre park.</p> <p>c. The Midtown West park will be located along 4th Street between Tuscola and Brainard to make it easily accessible to all neighborhood residents. Safe crossings will be provided to ensure public Midtown West park is accessible.</p> <p>d. A landscape architect will work with the City via a public engagement process to design the public park. The park will meet all ADA requirements for acce</p>	<p>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 pp1)*</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>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:</p> <p>2.5% OF RENTAL UNITS AT 80% AMI,</p> <p>5% OF RENTAL UNITS AT 60% AMI,</p> <p>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>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

NAC REQUEST + PROJECT IMPACTS	RESPONSE	COMMUNITY BENEFIT SUMMARY
<p>retail selection.</p> <ul style="list-style-type: none">a. Conduct a survey of residents to assess current gaps in local retail optionsb. Analyze area income data to determine appropriate price points for selected businessesc. Use an ethical business matrix when selecting retail tenants that considers factors. Such as quality of product, affordability, treatment of workers, environmental sustainabilityd. 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>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>

NEIGHBORHOOD ADVISORY COUNCIL PROJECT IMPACTS

NAC REQUEST + PROJECT IMPACTS	RESPONSE	COMMUNITY BENEFIT SUMMARY
<p>labor and hiring.</p> <ul style="list-style-type: none">a. Prioritize local hiring and commit to using responsible contractors who respect collective bargaining rights for janitorial, maintenance, landscaping, and security contracts;b. Prioritize Detroit-based and minority-owned contractors.	<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>

FINAL
NAC APPROVED CBO SUMMARY

NEIGHBORHOOD ADVISORY COUNCIL PROJECT IMPACTS

NAC REQUEST + PROJECT IMPACTS	RESPONSE	COMMUNITY BENEFIT SUMMARY
<p>environmental health.</p> <ul style="list-style-type: none">a. Create as much permeable surface as possibleb. Use energy efficient appliances and renewable energy sources where possiblec. Offer recycling and composting servicesd. 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

1. PDH will notify PDD of which units are being designated as affordable units
2. PDH and Marketing Agent will establish a PO box, email address or call service box for questions/applications
3. When PDH is ready to begin marketing the units, PDH will erect a marketing sign @ the Project Site. PDH will post advertisements in newspapers and other media outlets
4. PDH will send a copy of the advertisement to any persons that have been placed on the project interested party list.
5. Applicant's compliance information will be reviewed by PDH. Applicant to be notified of status/comments.
6. Lease to be signed prior to Applicant move in
7. PDH to maintain final log w/initial rent roll for all affordable units

FINAL
NAC APPROVED CBO SUMMARY



PDH will implement the NAC selected affordability option in the rental units of Phase 1 & Phase 2. Phase 1 will have ~80 rental units. The NAC voted to support the following affordable option:

- 2.5% affordable units (~2 units) at 80% at Wayne County AMI; 5% affordable units (~4 units) at 60% Wayne County AMI; 2.5% (~2 units) affordable at 40% AMI

E. MEETINGS

Tuesday, May 23 2017 at 5:30pm - 7:30pm: Project Introduction & Developer Presentation

The first meeting of the CBO process was held at Detroit Delta Preparatory Academy, 3550 John C Lodge Fwy, Detroit, MI 48201. The purpose of this meeting was: 1) To allow the developers to present the project to the public; 2) Explain the Community Benefits Ordinance and the NAC selection process; 3) To get feedback from the general public on impacts of the project.

- 1) R. Steven Lewis from PDD opened the meeting and presentation³ with introductions of the development team and staff
- 2) The development team gave an overview of the development project
- 3) Karen Gage and R. Steven Lewis discussed the Community Benefits Ordinance, the Impact Area, and the process to select the Neighborhood Advisory Council

Issues Raised by the Community Present

The community raised a number of issues. Below are the principle issues raised in the forum:

- 1) Concern expressed about the development of the RFP for the sale of the park land; why the community was not engaged in the design of the RFP
- 2) Concern expressed by the community as to why the skate park that was currently operating on the site was not incorporated into the RFP
- 3) Concern expressed by the community about the decommissioning of the Wigle Recreation Center and Playfield; why the community was not involved in the decision to decommission the park
- 4) Question concerning the financial proformas of the development team; why the rents of rental units and price of the for sale units were not presented

³ See APPENDIX 06 – May 23, 2017 Presentation

Tuesday, June 6 2017: NAC Selection

The second meeting of the CBO process was held at Jumbo's, 3736 3rd Avenue, Detroit, MI, 48201. The purpose of this meeting was to have the Impact Area Residents select their nominees to serve on the Neighborhood Advisory Council. An agenda, project summary, and copy of the Community Benefits Ordinance was prepared and distributed to NAC members, the public, and the respective offices of City Council members. Officially, thirty-three people signed the sign-in-sheets.

Election of NAC Members

Two sign in sheets were provided. These were to indicate who was a resident of the Impact Area and who was not a resident of the impact area.

- Table 1: Sign-in for Impact Area Resident (those that live within the Impact Area)
- Table 2: Sign-in for Residents that live outside the Impact Area (those that do not live within the Impact Area)

Karen Gage, PDD, provided an overview of the Midtown West Project and a handout. She also provided a review of Community Benefits Ordinance (CBO) and Neighborhood Advisory Council (NAC) Frequently Asked Questions Hand Out.

Those who were impact area residents indicated if they wished to be considered a NAC Candidate. Those names were scribed onto a large poster. The candidates that wished to be considered provided a two minute presentation as to why they wanted to serve on the NAC. Each candidate was required to provide proof of residence in the impact area.

Each Impact Area Resident was then able to place a dot next to the name of the candidate they wished to nominate to serve on the NAC. Votes were then tallied and the top two candidates were be selected to serve on the NAC.

Candidate names are as follows:

Cindy Darrah	Jenny Lee	Randy Lewarchik
Derrick Dykas	Jesalyn Blount	Samuel Merritt
Francine Dorn	Lee Payne	

Votes were tallied from the residents living in the defined impact area. **Derrick Dykas** and **Jenny Lee** were elected to serve on the council. The remaining nominees were considered for appointment by Council and the Planning & Development Department.

Tuesday, July 11 2017 at 6pm located at CCNDC, 3535 Cass Ave., Detroit, MI 48201

The third meeting of the CBO process was held at the Cass Corridor Neighborhood Development Corporation offices, 3535 Cass Avenue, Detroit MI 48201 on July 11th at 6pm. In advance of this meeting, the NAC emailed a list of questions regarding the development.

The purpose of this meeting was: 1) An introduction to, and seating of the full NAC; 2) To review the questions raised by NAC members and the general public and the response to those questions from PDD and the developer (3) For the PDD to explain that the project was on hold. An agenda and a handout of the questions and answers was prepared and distributed to NAC members, the public, and the respective offices of City Council members. Officially, six people signed the sign-in-sheet; however the attendance was greater.

- 1) Karen Gage opened the meeting to announce the order of presentation, and acknowledge the representative City Council members.
- 2) PDD presented the newly seated NAC and information packet including the agenda, a PowerPoint print out, and a hand out of questions and answers.⁴

Since there was an issue securing an adjacent piece of property required for the site plan to be developed as proposed, the NAC process was put on hold while the City of Detroit, the developer, and the adjacent land owner continued talks as to how the piece of land needed for the original design intent of the development site could be secured by the City or the developer.

Questions Raised by the Community Present

The NAC emailed a list of questions to PDD that they would like to have answered in advance of the community forum. Here is the list of questions and the response to those questions that were provided in advance of the meeting.

- ***We would like to review the developer's response to Section 3 in the RFP, Program Requirements and Guiding Principles, specifically for public open space, high quality site design, street grid and walkable streets, reinforcing the public realm, sustainable and equitable developments, and parking.***

The design for Midtown West was formulated around the notion of reopening 4th Street, from Selden to MLK, as requested by the RFP. We expanded the idea of reopening 4th Street with the proposed reopening of Tuscola and Brainard Streets. The reintroduction of the city grid is a critical component to enhancing the quality of walkability in the area. The park design is almost central to the development, located at the intersection of 4th and Tuscola. Parking, which is a considerable component of the development, is largely hidden from view from the city street grid.

From a sustainability perspective, PDH will design the various buildings within the development to incorporate many of the principles established by Enterprise Green Community design Guidelines <http://www.enterprisecommunity.org/solutions-and-innovation/green-communities/criteria> .

⁴ See APPENDIX 07 for PowerPoint.

PDH and its design team also focused on creating a variety of residential product types, including for sale and rental, affordable and market rate, as well as small scale neighborhood focused retail along Selden and 4th Streets.

- ***Can you provide a map of all the city owned properties within the impact area?***

Yes, it has been provided.

- ***How long is the tax abatement period for the development?***

Outside of the NEZ certificate, it is unclear if the developer will seek additional abatements at this time. An NEZ certificate is typically in place for 12 years. Any additional abatement requests will be submitted via City Council along with the NEZ application.

If the development team seeks additional abatements, a formal request to City Council would be prepared by the development team and HRD. As part of this process, the Legislative Policy Division ("LPD") would work with other City agencies to conduct a feasibility analysis of the request. LPD compiles a report that reviews the private investment of the developer and the public tax abatement request. The report will cover the potential gains or losses to the City's budget, resulting from an approval of the request. This analysis is done to determine the appropriate length of time of the abatement period. A City Council subcommittee will hold a public hearing where this information is presented, before City Council as a whole votes on the issue.

- ***Can we see the proforma for the development? Specifically, we're interested in how much public funding vs. private funding the project has, what their revenue projections are over the next 10 years, and how they anticipate rental rates changing over that period (both for the market rate and affordable units).***

Unfortunately, we are not able to share the developer's proforma in its entirety at this time; however, we have provided some information that may help answer the questions posed:

How much public funding:

Given part of the City's RFP requirements included the construction of public roadways and a public park, the developer's response included an initial assumption of a \$3 million dollar CDBG ask for public improvements to the site. They proposed that this money would go directly to the construction of these public amenities. This CDBG request is the only proposed public subsidy outlined in the developer's response. The City of Detroit has not yet received a formal application for this request. It is assumed that an amount of money, yet to be determined, will be provided by the City for roads (including sidewalks, lighting, street trees, etc.) and for the park. The City of Detroit and the developer will continue to work through the details of these improvements (including cost & funding).

How much private funding:

The developer has proposed investing \$74 Million.

Rent Projections:

The developer included market rate rent assumptions that range from \$2.30 PSF in phase I (2020) of the development to \$3.00 PSF in phase II (2022) of the development. The developer assumed a \$375 PSF for-sale price in phase I (2020) and \$400 PSF for-sale price in phase II (2022).

See chart on following page for additional information:

The following market rate assumptions are based upon the noted information and a 680 square foot unit

	Mid 2014* (Detroit)		End of 2016** Detroit)		Developer Projection (2020-2022)	
	PSF	Price	PSF	Price	PSF	Price
RENTAL	\$ 1.53	\$ 1,040	\$ 2.15	\$ 1,462	\$2.30-\$3.00	\$1,564-2,040
FOR SALE	\$ 213.00	\$ 144,840	\$ 250.00	\$ 170,000	\$375-400	\$270,000- \$286,000

***According to the 2014 Market Housing Study:**

<https://investdetroit.com/sites/default/files/documents/Downtown-Residential-Market-Study-2014.pdf>

- At the end 2014, the average per Square Foot Residential Rental Rates for New Construction and New Renovations
 - Rental Rate - \$1.53 per square foot (680 square foot apartment is \$1,271 per month)
 - For-Sale Average Condo Rate - \$213 per square foot (680 square foot condo is \$144,840)

****According to the information provided on the Midtown Detroit Inc.**

website: [http://midtowndetroitinc.org/sites/default/files/images/site-content/pdfs/MDI Community Development Briefing May2016A.pdf](http://midtowndetroitinc.org/sites/default/files/images/site-content/pdfs/MDI%20Community%20Development%20Briefing%20May2016A.pdf)

- At the end 2016, the average per Square Foot Residential Rental Rates for New Construction and New Renovations
 - Rental Rate - \$2.15 per square foot (680 square foot apartment is \$1,462 per month)
 - For-Sale Average Condo Rate - \$250 per square foot (680 square foot condo is \$170,000)

Income Restricted Housing:

Area Median Income for Detroit is defined by the average incomes across Wayne County, Macomb County, and Oakland County. The US Housing and Urban Development Department determines that a unit is affordable when 30% or less of an individual's / household's income is spent on rent.

The US Housing and Urban Development Department reevaluates AMI on an annual basis and updates affordable rents annually, as well. There is no cap or floor on how much affordable rents can change each year. Affordable rent changes are based on a change in AMI. Please see the charts below for more specific information on Wayne County AMI income limits and rent.

- **Can you send the site plan for street spacing, unit layout, building design, etc?**

Attached are the layouts and views submitted in the RFP response. In addition, information is posted on www.detroitmi.gov/wigle under the link "[Midtown West NAC Documents](#)"

- **Are there any parking lots planned? What is the overall parking plan for the area?**

Yes, see attached document. There are on-site parking spaces provided (meaning parking provided for residents other than street parking). The parking lots are screened from view, therefore the parking lots are difficult to see in the renderings and site plan. At a minimum, the development project will provide 1 parking space per unit. The site plan shows 350 onsite parking spaces and 335 total units.

In addition, the development will provide space for shared car service (ie zip car) and will provide ample and secure bicycle storage space within each structure.

- **What is Wayne County AMI? 80% AMI? 50% AMI?**

Here is a link to the Wane County AMI:

http://www.michigan.gov/documents/mshda/mshda_crh_il_67_income_limits_041417_558290_7.pdf

Income*	1 Person	2 Person	3 Person	4 Person	5 Person
50%	24,050	27,450	30,900	34,300	37,050
60%	28,860	32,940	37,080	41,160	44,460
80%	38,480	43,920	49,440	54,880	59,280

*Please note these do not include utility allowances

Rent By Bedroom	0 Bedroom	1 Bedroom	2 Bedroom	3 Bedroom
50%	601	643	772	891
60%	721	772	927	1,070
80%	962	1,030	1,236	1,427

- **Will the affordable units be integrated throughout, or clustered together?**

The developer has proposed a mixed-income development where affordable units are mixed throughout the site.

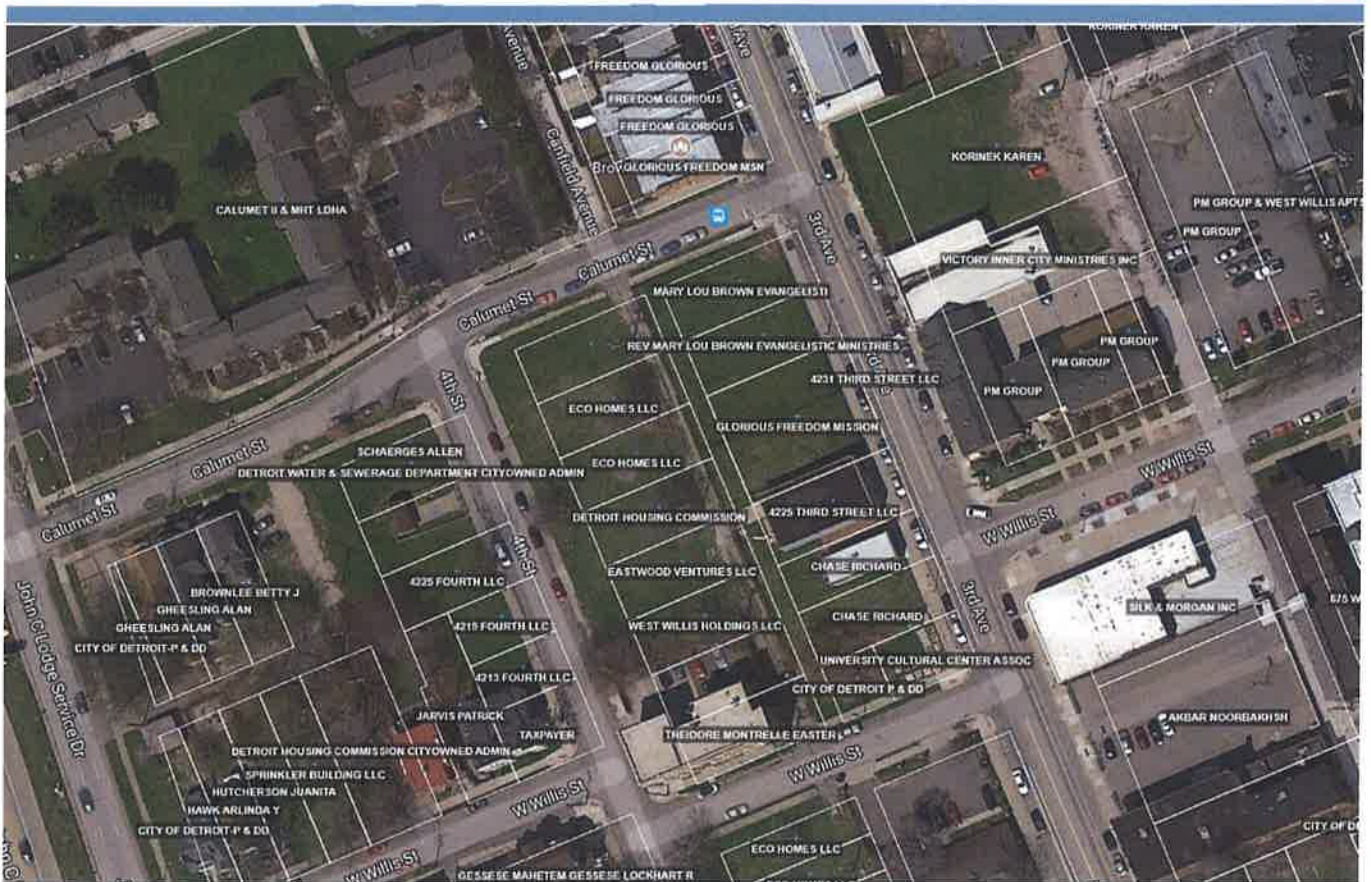
- **Will the affordable units be affordable indefinitely, or for a specified time period?**

The duration of affordability is closely tied to the funding structure of the units. For example, when the City of Detroit invests CDBG or HOME funds into the construction of affordable units of housing, that affordability is maintained for 30 years. As stated in a response to a question above, tax abatements affordability requirements vary. Units typically remain affordable for 12 years. LIHTC had additional affordability regulation tied to it that can exceed 15 years.

- **Will Tuscola Park be split by a road?** The plan currently shows the park being split by a road.

PDD would like to understand if there are any concerns that could be addressed through the modification of the site design.

- **Who owns the side lots on Selden and Third?** The taxpayer of record indicates Mary Coats owns these lots.
- **Who owns the lot on corner of 2nd and Selden. Next to Honest John's?** Our records show that the taxpayer that owns Honest John's owns the lot at the corner.
- **What is the status of the pool hall on Third?** The pool hall will not be impacted by the development project.
- **Who owns the vacant lot north of Third Ave?** The following map indicates the taxpayer of record for properties along Third Avenue, north of Selden Street.





December 12, 2017 at 6pm located at CCNDC, 3535 Cass Ave., Detroit, MI 48201

The fourth meeting of the CBO process was held at CCNDC offices at 3535 Cass Avenue at 6pm. The agenda for this meeting:

1. Review the community benefits ordinance
2. Evolution of the project; where we are today
3. Project discussion
4. Set next meeting date; next steps
5. *Amended Agenda Item: Review of Community Impacts*

The purpose of this meeting was to have the developer present the development project to the NAC, however at the start of this meeting, the NAC presented a list of community impacts. After Vince Keenan reviewed the community benefits ordinance and overview of the process, the development team presented an update on the project. The group then discussed the list of community impacts.⁵

After going through the items the NAC agreed to revise their list of impacts based upon the conversation with the developer. The NAC agreed to share their revised list with the developer before the next NAC meeting and agreed to meet again with the development team to further discuss the list of community impact items. The next meeting date was established for Tuesday January 16th at 6pm.

A summary of the items are as follows:

- Replace the seven acres of public recreation land that would be sold to private developers with an equal amount of new public green space in the impact area; would like more than a one acre park, perhaps a series of pocket parks.
- Engage area residents in the design of these green spaces, not just the one acre park. A place for kids to play
- Ensure the one-acre park is designed to be integrated with the neighborhood, developed as a community park, that is safely accessible, is contiguous, and is available to all ages and abilities.
- Affordability of the rental units should be set at lower rates to be in line with the income of Detroit residents, rather than the AMI that is an average of the tri-county incomes.
- Offer a diversity of unit sizes to attract seniors to families. Accommodate all age types, family sizes, and abilities.
- Hire local and WMBE
- Support digital inclusion in the neighborhood through the donation of broadband to the mesh network.
- Develop a community impact fund for affordable retail or commercial space, utilize ethical business practices for business attraction, and survey residents for what type of retail they would like in the community and where there are retail gaps.
- Include locally produced public art within the development.
- Clean the pedestrian bridge over the Lodge.
- Promote energy efficiency and storm water management practices throughout the project.

⁵ See **Appendix 08** for NAC List of Community Impacts - December 12, 2017

Tuesday, January 16, 2018 at 6pm at CCNDC

The fifth meeting of the CBO process was held at CCNDC, 3535 Cass Ave., Detroit, MI 48201 at 6pm. The purpose of this meeting was to present the developers initial response to the list of community impacts that were presented by the NAC.

The City of Detroit provided a response to the two questions raised directly to the City. The development team then presented their responses to the NAC requests.

There was a long discussion relative to the loss of park land within neighborhood. Here is a summary of the main concerns the community asked the City representatives:

- NAC presented that the community is going to lose park space and would like to see the 7-acres of parkland replaced by the City in the impact area.
- Other parkland has been sold in the area for development, in addition to this large park.
- GSD acknowledged a park deficit in the area and explained they are working on a planning framework to identify land and other improvements to park space in the area; however it is unlikely that 7-acres of land will be replaced in the impact area.

Other questions raised by the NAC to the City relative to parks and open space

- Will the City commit to replacing parkland in Midtown?
- What is the process and timeline to determine where parkland will be replaced and will City-owned land be held for recreation or park purpose – since much of it has been sold for development or is currently being advertised for development?
- Residents would be interested in seeing a series of pocket parks within the community for play lots.
- What is GSD's timeline for selecting the area that will be replacing the 7-acres of park land used by this development - - in the impact area
- Will the developer pay for any improvements to replace the park land in the Impact Area?
- The new park that will be created out of this development must include a playscape area and a place for kids of all ages to play: playground equipment, basketball court, etc.
- Can the network of parks in the community replace what is being lost by this development

The developer handed out a document that outlined the response to a number of issues presented by the NAC and Council at the last meeting. The development team provided their initial response to the list of impacts⁶, as follows:

- Will the developer provide few affordable units at a deeper subsidy that is more in line with Detroit resident incomes?

⁶ See **Appendix 09** for NAC List of Community Impacts 12/12/17 with Developer Response in Red

- Will the developer provide a couple of options and financial models or options on what the subsidy level will be, and how many units the developer can provide at that level if subsidy?
- NAC suggested the developer meet with the Ford Foundation about affordable housing and that the developer work with CCNDC to market the affordable units in the neighborhood. NAC also asked to see marketing plan for the affordable units.
- NAC asked to see the developer's NET profits from the development and that the developer commit 5% of the NET profits to fund for affordability of housing units or retail units.

1. Green space.

- Increase the size of the proposed common greenspace by at least 1 acre;
 - *Developer Response:* The RFP required the developer to provide a park of at least 1 acre. And the developer is currently proposing a park of 1 acre. There is also green space within the development parcels that are not part of the 1 acre park area.
- Make it continuous, rather than divided by a street;
 - *Developer Response:* The developer's current design is for a park of 1 continuous acre.
- Ensure that it is visible and easily accessible to non-residents;
 - *Developer Response:* The Park is located along 4th Street between Tuscola and Brainard, making it easily accessible to both residents and non-residents.
- Ensure that it is wheelchair accessible, includes a playscape, picnic tables, and other amenities to be determined through a community engagement process.
 - *Developer Response:* The park will be designed in conjunction with the City of Detroit. The park will meet all ADA requirements for accessibility.

2. Affordability.

- Use average household income for Detroit to determine affordability, not Wayne County (\$401/mo. single person; \$453/mo. 2 ppl; \$551/mo 3 ppl; \$656/mo 4 ppl)⁷
 - *Developer Response:* The developer's response to the RFP utilized Wayne County AMI as the measure of affordability. Financial constraints on the development project do not allow us to market the affordable units using the City of Detroit AMI as the measure of affordability.

⁷ Chicago Federal Reserve Bank. "Essays on Issues." 2017 Number 376. Page 4

3. Community impact fund.

- a. Commit 5% of each unit sold and 5% of profits from rental properties over the next 10 years to a fund that will mitigate the negative effects of rising real estate values on commercial and residential renters in the neighborhood, especially minority-owned businesses and low-income residents. ⁸
 - *Developer Response:* The developer has committed to providing 20% of the rental units as affordable housing. Any additional financial burden on the development will adversely impact the feasibility of the development.

4. Inclusive, accessible design.

- a. Design the site to be open and integrated with the surrounding neighborhood;
 - *Developer Response:* The developer is committed to high quality design. Neighborhood context is important in design. The developer has assembled a team of renowned design professionals who produce the highest caliber of work. The developer has spent considerable time working on the site plan and ensuring the reintegration of the road network will work well within the neighborhood and will produce a highly livable neighborhood experience.
- b. Invest in maintenance and landscaping of the pedestrian bridges over the Lodge;
 - *Developer Response:* The bridges over the Lodge are currently owned by MDOT. The developer is unwilling to provide any capital to finance work done on MDOT controlled property.
- c. Offer diverse unit types that can accommodate senior citizens, families with children, and people with disabilities.
 - *Developer Response:* The developer will comply with all accessibility requirements set forward in ADA guidelines. The developer will have a unit mix of Studio, 1 BR, 2 BR and 3 BR apartments in addition to townhomes. The units (other than townhomes) will be proportionately distributed amongst the affordable and market rate units. The affordable units will be evenly mixed throughout the buildings.

5. Historic and cultural preservation.

- a. Commission Detroit artists to produce murals or other art depicting the history and cultural legacy of the Cass Corridor that is publicly visible in and around the development.
 - *Developer Response:* In appropriate locations the developer is willing to meet

⁸ Midtown Inc. has expressed willingness to administer such a fund

with and possibly to work with local artists. The developer cannot commit to murals on the exteriors of the buildings.

6. Retail selection.

- a. Conduct a survey of residents to assess current gaps in local retail options;
 - *Developer Response:* The developer is willing to survey local residents for what retail would fit well in the Midtown West development.
- b. Analyze area income data to determine appropriate price points for selected businesses;
 - *Developer Response:* The developer will rely upon the retail tenants to set their price points.
- c. Use an ethical business matrix when selecting retail tenants that considers factors. Such as quality of product, affordability, treatment of workers, environmental sustainability.
 - *Developer Response:* The developer will consider what the neighborhood needs and attempt to lease the retail space to a tenant who is set up to be successful over the long term providing valuable services to not only the residents of Midtown West but the broader community as well.

7. Digital inclusion.

- a. Dedicate at least one business class Internet connection to be shared with the Cass Co Neighborhood Wireless Network (consult with the Detroit Community Technology Project to determine appropriate placement and router configuration.)
 - *Developer Response:* The developer cannot commit to providing a wireless network connection at this time.

8. Labor and hiring.

- a. Prioritize local hiring and commit to using responsible contractors who respect collective bargaining rights for janitorial, maintenance, landscaping, and security contracts;
 - *Developer Response:* The developer commits to hiring 51% local contractors during the construction of the development. At this time the developer is unable to commit to hiring union labor for janitorial, maintenance, landscaping, and security contracts.
- b. Prioritize Detroit-based and minority-owned contractors.
 - *Developer Response:* The developer commits to hiring a minimum of 51% local and will prioritize MWBE contractors during the construction of the

development.

9. Environmental health.

- a. Create as much permeable surface as possible;
 - *Developer Response:* The developer will study sustainable methods for the development such as storm water retention. The streets and the park will be designed to city of Detroit standards.
- b. Use energy efficient appliances and renewable energy sources where possible;
 - *Developer Response:* The developer commits to build to certain Enterprise Green Communities Standards. This will include energy star appliances, water conserving plumbing fixtures and energy efficient lighting
- c. Offer recycling and composting services.
 - *Developer Response:* The developer will offer recycling services in the rental and condo buildings. The developer will need to study local providers for composting services to determine if this is a feasible service to offer.

Other Issues Raised by the Community Present to the Developer

As the developer reviewed the items above with the NAC, the NAC asked for additional information and raised additional concerns. These concerns are summarized as follows:

- Will the developer provide few affordable units at a deeper subsidy that is more in line with Detroit resident incomes?
- Will the developer provide a couple of options and financial models or options on what the subsidy level will be, and how many units the developer can provide at that level of subsidy?
- NAC suggested the developer meet with the Ford Foundation about affordable housing and that the developer work with CCNDC to market the affordable units in the neighborhood. NAC also asked to see marketing plan for the affordable units.
- NAC asked to see the developer's NET profits from the development and that the developer commit 5% of the NET profits to fund for affordability of housing units or retail units.

Monday, February 19, 2018 6pm at Allied Media Projects

The sixth meeting of the CBO process was held at Allied Media Projects located at 4126 3rd Ave, Detroit, MI 48201 at 6pm. The purpose of this meeting was to continue the discussion of the developer's response to the list of community impacts that were presented by the NAC.⁹

- **Creativity Around Affordability**
 - Advertising of affordable units, identifying of who might rent them
 - Deeper discounts even if fewer units
 - Ordinance flexibility? Variance requested process?
 - Developer will explore financing
 - Length of time for all affordable units

- **Green Space**
 - City commitment to add more parks in the impact area
 - Developer commitment to collaborative design process (GSD Process?)
 - Full scope of recreational opportunities
 - Exciting Energetic Park!
 - Playscape, basketball, contiguous benches/tables

- **Community Impact Fund**
 - Donation to CCNCD for development of community center
 - Suggested: \$200,000
 - May be a process with City Council how fund is used

- **Wireless Network**
 - One rocket fiber account - \$75/month + routers + related tech
 - Contribute bandwidth to publicly accessible network
 - Frame as a free public service
 - Who owns router + account?

- **Retail Survey**
 - How? Who? Pay? Meaningful?
 - Community Needs Assessment has recently been done (JFM)
 - Downtown Development Authority (Jane Morgan-Focus Group) has done retail study
 - Need: retail options for lower and middle income residents
 - Type of Retail:
 1. Quality of product
 2. Affordability
 3. Treatment of workers

⁹ See APPENDIX 10 for meeting notes.

- 4. Locally/Detroit owned
 - Rent: current rate: \$26 per sq. ft. / \$15 per sq. ft.-----**\$18 now**
 - How do we determine affordability?
 - Developer Factors: leasing that space in a location that is not a retail strip (**send them ideas of retail types**)
 - They will work with existing programs to identify businesses/retail (such as Motor City match)
 - 7,500 sq. ft. / 10 units
 - Creative approaches to affordability
 - Action: Surveys... what has been done?
- **Air Quality? / Sound near highway**
 - Next to freeway/tree buffer
- **Rental Units**
 - We want 3 bedroom rentals- family rentals

Monday, April 09, 2018 at 6:00 PM at 6pm at CCNDC

At this meeting between the NAC and the development team, the Agenda is as follows:

- Update from the Recreation Department on Community Engagement and Park Planning
- Review of the Developers Response to Community Impacts

Parks

Brad Dick and Meagan Elliot of the General Services Department and the Recreation Department were present to respond to NAC concerns specifically to parks:

- The City-led public engagement process for a renovated Wigle Park, to address the NAC raised concern that the developer would design the public park, without community input.
- The addition of new park space in Midtown to address the NAC raised concern loss of park space in the community by this development (and the loss of park space to other recent development projects in the neighborhood)

Brad Dick reported that the City will lead a public engagement process with stakeholders to determine the use and improvements to be made to the 1-acre Wigle Park. This one-acre park will be community designed with GSD. The park will be owned and maintained by the City. This public process will include three community meetings. These engagement meetings will begin within 90 days of the closing of the land sale.

Brad Dick also reported that the City has identified one and a half acres of additional park land that is in a 12 minute walk of the Wigle site. This land will be acquired by the Recreation Department and put into service within 12 months of the land sale closing. The public engagement process on what the design of these parks will include will take place at the same time the engagement process for Wigle takes place.

An agenda and the copy of the handout provided by the General Service Department (GSD) has been included in **Appendix 11**.

Community Benefits Summary

The remainder of this meeting was dedicated to reviewing the Wigle Community Benefits Summary, presented by the development team in response to the community listed impacts. Karen Gage reviewed all of the times with the NAC has had more

discussion on these topics.

The Community Benefits Summary reviewed at this meeting can be found in **Appendix 12**.

At this meeting the NAC expressed support for the package as a whole, with modifications. There were two items that were not fully addressed. Specific areas of concern:

- What are the affordability breakdowns and can the developer offer more units at a deeper affordability option?
- Will CCNDC accept \$50,000 from the development team for community space? The request was for \$200,000 to replace community space in the neighborhood.

In addition, Councilmember Castañeda Lopez asked if the developer would be providing union labor to run the facility. Or at minimum, a commitment to using Detroit based, locally owned/minority company for the janitorial, maintenance, landscaping and security contracts.

It was decided that any outstanding issues would be addressed via email communication. Attached is **Appendix 13** that summarizes the email exchange between the City, Developer, and NAC to resolve the final options.

Approval of the Community Benefits Summary for the Midtown West Development

On **April 9th 2018**, the Neighborhood Advisory Council met for the last time to conclude the negotiations for the Midtown West Development (commonly referred to as the “Wigle NAC”) agreed in principle to the terms of the proposed Community Benefits Provision as outlined in the Community Benefits Summary report prepared by Karen Gage, Planning and Development Department. At this meeting, all items of the Community Benefits Summary Report were agreed to by the NAC, with revisions. There were two (2) outstanding items that needed to be confirmed via electronic communication. Those two issues were the affordability option and the offer of a donation \$50,000 for community space upgrades within the Cass Corridor Neighborhood Development Corporation (CCNDC).

On **May 23, 2018**, Karen Gage sent the final draft of the agreement, including minor corrections submitted by the NAC at the April 9th meeting, in an email from NAC member Leslie Malcolmson on June 6, 2018 to the Wigle NAC Agreement (**APPENDIX 13**). At that time, PDD also solicited the vote counts on both remaining issues: a contribution from the developer to the Cass Corridor Neighborhood Development Corporation (CCNDC) to mitigate the loss of the recreational space at Wigle Playfield and the preferred affordability structure for the final project.

Summary of Wigle NAC Vote Counts on the outstanding CBA issues:

- The three affordability options were: (1) Following the City Ordinance with approximately 35 affordable units based on household income of \$34,771; (2) 10% affordable units at 60% AMI based on household income of \$26,078; (3) 2.5% affordable units at 80% at Wayne County AMI, 5% affordable units at 60% Wayne County AMI, and 2.5% affordable at 40% AMI. On June 1, 2018, Jenny Lee of the Wigle NAC relayed the vote count on the affordability option with 3 votes for option 1, 4 votes for option 3, and 2 non-responses.
- It should be noted that although the group did select this option, the group did want to see a greater number of units provided across this particular spread.

And,

- On July 2, 2018, Jenny Lee of the Wigle NAC relayed that the NAC had voted to enshrine the offer of \$50,000 to the CCNDC into the Wigle CBA, with 4 votes for “yes,” one “no,” one recusal, and 3 non-responses.

Receipt of the second vote concluded the CBA and any unresolved issues. This final Community Benefits Agreement (**APPENDIX 14**) composed of the provisions and consensus outlined in this report is to be submitted as part of the Midtown West Development Agreement to the Honorable Members of the City of Detroit Common Council with the support of the Wigle NAC.

APPENDIX

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**NOTICE OF
ENACTMENT OF ORDINANCE
TO: THE PEOPLE OF DETROIT,
MICHIGAN.**

Through an initiative submitted by City Council resolution, the people of the City of Detroit adopted the following ordinance at the November 8, 2016 General Election:

**ORDINANCE NO. 35-16
CHAPTER 14.
COMMUNITY DEVELOPMENT
ARTICLE XII.
COMMUNITY BENEFITS**

IT IS HEREBY ORDAINED BY THE PEOPLE OF THE CITY OF DETROIT THAT:

Section 1. Chapter 14 of the 1984 Detroit City Code, *Community Development*, is amended by adding Article XII, *Community Benefits*, which consists of Sections 14-12-1 through 14-12-5, to read as follows:

**CHAPTER 14.
COMMUNITY DEVELOPMENT
ARTICLE XII.
COMMUNITY BENEFITS**

Sec. 14-12-1. Purpose; Title.

(a) The City is committed to community outreach and engagement that promotes transparency and accountability and ensures development projects in the City of Detroit benefit and promote economic growth and prosperity for all residents.

(b) This article shall be known as the "Detroit Community Benefits Ordinance."
Sec. 14-12-2. Definitions.

Community Benefits Provision means the agreement made by and between the Planning Director and the Developer which specifically addresses the issues raised by the NAC.

Enforcement Committee means a committee led by the City's Corporation Counsel and composed of representatives from the Planning and Development Department, Law Department, Human Rights Department, and other relevant City departments as determined by the Planning Director.

Impact Area means an area determined by the Planning Director that includes all census tracts or census block groups in which the Tier 1 Project is located, and any other areas as determined by the Planning Director.

NAC means the Neighborhood Advisory Council.

Planning Director means the Director of the City of Detroit's Planning and Development Department, or a member of the Planning Director's staff working on behalf of the Planning Director.

Tier 1 Development Project means a development project in the City that is expected to incur the investment of Seventy-five Million Dollars (\$75,000,000) or more during the construction of facilities, or to begin or expand operations or renovate structures, where the developer of the project is negotiating public support for investment in one or both of the following forms:

(1) Any transfer to the developer of City-owned land parcels that have a cumulative market value of One Million Dollars (\$1,000,000) or more (as determined by the City Assessor or independent appraisal), without open bidding and priced below market rates (where allowed by law); or

(2) Provision or approval by the City of tax abatements or other tax breaks that abate more than One Million Dollars (\$1,000,000) of City taxes over the term of the abatement that inure directly to the Developer, but not including Neighborhood Enterprise Zone tax abatements.

Tier 2 Development Project means a development project in the City that does not qualify as a Tier 1 Project and is expected to incur the investment of Three Million Dollars (\$3,000,000) or more, during the construction of facilities, or to begin or expand operations or renovate structures, where the Developer is negotiating public support for investment in one or both of the following forms:

(1) Land transfers that have a cumulative market value of Three Hundred Thousand Dollars (\$300,000) or more (as determined by the City Assessor or independent appraisal), without open bidding and priced below market rates; or

(2) Tax abatements that abate more than Three Hundred Thousand Dollars (\$300,000) of City taxes over the term of the abatement that inure directly to the Developer, but not including Neighborhood Enterprise Zone tax abatements.

Sec. 14-12-3. Tier 1 Projects.

(a) *Community Engagement Process for Public Meeting.*

(1) Prior to submitting to City Council a request for approval of Land transfers or Tax abatements related to a Tier 1 Project, the Planning Director shall hold at least one public meeting in the Impact Area as defined in this Section.

(2) The City Clerk shall forward notice of the public meeting via First Class Mail no less than 10 days before such meeting to all City of Detroit residents within three hundred radial feet of the Tier 1 Project. The notice shall include:

a. The time, date and location of the public meeting;

b. General information about the Tier 1 Project;

c. A description of the Impact Area and the location of the Tier 1 Project;

d. Information related to potential impacts of the Tier 1 Project and possible mitigation strategies; and

(3) In addition to the notice requirement contained in Subsection (2) of this section, the Planning Director shall work with the District Council Member or Members representing the district or districts where the Tier 1 Project is located and at least one At-Large Council Member to ensure that local residents, businesses, and organizations, especially those located in the Impact Area and those expected to be directly impacted by the Tier 1 project are informed of the public meeting.

(4) At the public meeting, the Planning Director will present general information about the Tier 1 Project, discuss ways in which the Tier 1 Project is anticipated to impact the local community, and ways in which the Developer and the Planning Director plan to address or mitigate these impacts.

(5) City Council shall appoint a liaison from the Legislative Policy Division to monitor the community engagement process and provide updates to the City Council.

(6) The Planning Director shall provide notice to the liaison of all upcoming meetings and activities associated with the community engagement process related to the Tier 1 Project.

(b) *Neighborhood Advisory Council.*

(1) The Planning Director will accept nominations to the NAC from any person that resides in the Impact Area.

(2) All residents over the age of 18 that reside in the Impact Area are eligible for nomination.

(3) The NAC shall consist of nine members, selected as follows:

a. Two Members selected by residents of the Impact Area chosen from the resident nominated candidates;

b. Four Members selected by the Planning Director from the resident nominated candidates, with preference given to individuals the Planning Director expects to be directly impacted by the Tier 1 Project;

c. One Member selected by the Council Member in whose district contains the largest portion of the Impact Area from the resident nominated candidates; and

d. One Member selected by the At-Large Council Members from the resident nominated candidates.

(4) If the Planning Director receives less than nine nominations, the Planning Director may seek out additional nominations from individuals that live outside the Impact Area but within the City Council district or districts where the Tier 1 Project is located.

(5) All actions of the NAC may be taken with the consent of a majority of NAC members serving.

(c) *Engagement with Developer.*

(1) In addition to the meeting required in Subsection (a)(1) of this section, the Planning Director shall facilitate at least one meeting between the NAC and the Developer to allow the NAC to learn more details about the project and to provide an opportunity for the NAC to make Developer aware of concerns raised by the NAC.

(2) City Council by a 2/3 vote of members present or the Planning Director may facilitate additional meetings which the Developer, or the Developer's designee, shall participate in as directed.

(3) As part of community engagement the developer, or their designee, shall be required to meet as directed.

(d) *Community Benefits Report.*

(1) The Planning Director shall provide a Community Benefits Report to City Council regarding the Tier 1 Project prior to the request for any approvals related to the Tier 1 Project.

(2) The Community Benefits Report shall contain:

a. A detailed account of how notice was provided to organize the public meeting.

b. A list of the NAC members, and how they were selected.

c. An itemized list of the concerns raised by the NAC.

d. A method for addressing each of the concerns raised by the NAC, or why a particular concern will not be addressed.

(3) The Planning Director, where possible, shall provide a copy of the Community Benefits Report to the NAC prior to submission to City Council.

(4) To ensure an expeditious community engagement process, the Planning Director, where possible, shall submit the initial Community Benefits Report within six weeks from the date the notice is sent of the public meeting.

(5) The Planning Director shall work with City Council to assure that, to the maximum extent possible, all of the approvals required of City Council may be considered simultaneously and subject to one approval vote.

(6) The Planning Director shall work with other City departments to facilitate that Tier 1 Projects receive expedited City-required approvals.

(e) Development Agreement.

(1) All development agreements made between the Developer and the City related to the land transfers or tax abatements associated with a Tier 1 Project shall include the Community Benefits Provision, which shall include:

a. Enforcement mechanisms for failure to adhere to Community Benefits Provision, that may include but are not limited to, clawback of City-provided benefits, revocation of land transfers or land sales, debarment provisions and proportionate penalties and fees; and

b. The procedure for community members to report violations of the Community Benefits Provision to the NAC.

c. The length of time that Annual Compliance Reports as outlined in Subsection (f)(2) of this section, are required to be submitted.

d. Continued community engagement or community meeting requirements.

(2) The Developer shall not be required to enter into a legally binding agreement with any individual or organization other than the City for the express purpose of fulfilling the requirements of this ordinance or other City-mandated community engagement processes.

(3) The Developer may voluntarily enter into any contract or agreement related to the Tier 1 Project that does not pose a conflict of interest with the City.

(f) Enforcement.

(1) An Enforcement Committee shall be established to monitor Tier 1 projects.

a. The Enforcement Committee shall be comprised of, at minimum, the following four individuals:

i. Corporation Counsel for the City of Detroit; or their designee;

ii. a representative from the Planning and Development Department;

iii. a representative from the Law Department;

iv. a representative from the Human Rights Department.

b. In addition to the members of the Enforcement Committee as identified in Subsection (1)a of this section, the Planning Director may require that other departments participate in the Enforcement Committee as needed.

(2) The Enforcement Committee shall provide a biannual compliance report to the City Council and the NAC for the time period identified in the Community Benefits Provision.

(3) The Planning Director shall facilitate at least one meeting per calendar year between the NAC and the Developer to discuss the status of the Tier 1 Project for the time period identified in the Community Benefits Provision.

(4) The NAC shall review any allegations of violations of the Community Benefits Provision provided to it by the community, and may report violations to the Enforcement Committee in writing.

(5) Upon receipt of written notification of allegations of violation from the NAC, the Enforcement Committee shall investigate such allegations and shall present their written findings to the NAC based upon the following:

a. Whether the Developer is in compliance with the Community Benefits Provision; and

b. How the Community Benefits Provision will be enforced or how violations will be mitigated.

(6) The findings of the Enforcement Committee shall be presented to the NAC no later than 21 days from the date the violations were reported to the Enforcement Committee, unless the need for additional time is reported to City Council and the NAC within the original 21 day time frame.

(7) If the NAC disagrees with the findings of the Enforcement Committee or determines that the Enforcement Committee is not diligently pursuing the enforcement or mitigation steps outlined in its findings, the NAC may send notice to the Enforcement Committee, and the Enforcement Committee shall have 14 days from receipt of notice to respond to the concerns outlined.

(8) If the NAC is not satisfied with the Enforcement Committee's response, the NAC may petition the City Clerk and request that City Council schedule a hearing with opportunity for both the Enforcement Committee and the NAC to present information related to the alleged violations of the Community Benefits Provision and any enforcement or mitigation efforts that have occurred.

(9) If City Council elects to hold a hearing, or based upon the written information submitted, City Council shall determine whether the Enforcement Committee has made reasonable efforts to ensure that the Developer has complied with the Community Benefits Provision.

a. If City Council determines that the Enforcement Committee has made reasonable efforts, City Council shall notify the NAC and the Enforcement Committee of their findings.

b. If City Council finds that the Enforcement Committee has not made reasonable efforts, City Council shall make specific finding to the Enforcement Committee on the steps that need to be taken to comply with the Community Benefits Provision.

i. The Enforcement Committee shall provide City Council and the NAC monthly updates on compliance actions until City Council adopts a resolution declaring that the Developer is in compliance with the Community Benefits Provision or has taken adequate steps to mitigate violations.

ii. City Council may hold additional hearings related to enforcement of the Community Benefits Provision as needed.

Sec. 14-12-4. Tier 2 Projects.

(a) Developers shall:

(1) Partner with the City, and when appropriate, a workforce development agency to promote the hiring, training and employability of Detroit residents consistent with State and Federal Law.

(2) Partner with the Planning Director to address and mitigate negative impact that the Tier 2 Project may have on the community and local residents.

(b) The Developer's commitment as identified in Subsection (a) of this section shall be included in the development agreements related to any land transfers or tax abatements associated with the Tier 2 Project for which the Developer seeks approval.

Section 14-12-5. Exemptions.

The requirements of this ordinance may be waived by resolution of the City Council upon submission by either the Planning Director or the Developer identifying reasons that the requirements of this ordinance are impractical or infeasible and identifying how the Developer will otherwise provide community benefits.

Section 2. All ordinances, or parts of ordinances, that conflict with this ordinance are repealed.

Section 3. This ordinance is declared necessary for the preservation of the public peace, health, safety, and welfare of the People of the City of Detroit.

Section 4. The article added by this ordinance has been enacted as comprehensive local legislation. It is intended to be the sole and exclusive law regarding its subject matter, subject to provisions of state law.

(J.C.C. page):

Passed:

Approved: November 8, 2016

Certified by the Board of

County Canvassers: November 22, 2016

Published: November 29, 2016

Effective: November 29, 2016

JANICE M. WINFREY
Detroit City Clerk

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PDH DEVELOPMENT GROUP – MIDTOWN WEST DEVELOPMENT

Wigle Site Overview

- 7 acre City owned site
- Decommissioned park



Request for Proposal Guidelines and Requirements for Wigle Site

- At least one acre of public space
- Street grid construction from Selden to Martin Luther King Blvd
- At least 50% of housing units must be for-sale
- 20% of rental units to be available to individuals @ 80% AMI (between \$37k - \$42k)

PDH DEVELOPMENT GROUP – MIDTOWN WEST DEVELOPMENT

Basic Development Stats

- \$77m total development cost
- 300+ units
- Mixture of for-sale and rental housing units
- 20% of rental units affordable at 80% AMI
- Approximately 8,000 SF of retail



Conceptual Site Plan

PDH DEVELOPMENT GROUP – MIDTOWN WEST DEVELOPMENT



Conceptual Site Plan

PDH DEVELOPMENT GROUP – MIDTOWN WEST DEVELOPMENT



One Acre Public Park Concept

PDH DEVELOPMENT GROUP – MIDTOWN WEST DEVELOPMENT



Aerial of Site Plan

PDH DEVELOPMENT GROUP – MIDTOWN WEST DEVELOPMENT



View of Public Mews Concept

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Woodward Ave

Impact Area / Mailing Area

Cass Ave

2nd Ave

3rd Ave
Selden St

Census Tract 5204

John C Lodge Fwy

W Forest Ave

Martin Luther King Jr. Blvd

Peterboro St

Grand River Ave

Project Site

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The City of Detroit invites you to attend...

Wigle Development Public Kickoff Meeting

COME JOIN US!

As part of the Community Benefits Ordinance process the **City of Detroit invites you to attend a public kickoff meeting to review and comment on the Wigle Development Project.**

PDH Development Group is reaching out to the community to receive input on a new mixed-used project in Midtown. PDH will spend \$77 million to transform the former Wigle Recreation site to provide a new one-acre public park, more than 300 new residential units, and over 8,000 square feet of retail. Twenty percent of the rental units will be affordable housing for residents making a maximum of 80 percent of the area median income.

Tuesday, May 23, 2017

Light refreshments will be provided

Detroit Delta Preparatory Academy

3550 John C Lodge Fwy
Detroit, MI 48201

5:30pm - 7:30pm

See back of page for map & parking info.

Interpretation service for the hearing impaired will be provided.

For more information please visit detroitmi.gov/wigle



Map & Parking Info



P Parking located in rear of building, off Brainard Street

PER ORDINANCE NO. 35-16: AT A MINIMUM, LEGAL MEETING NOTICE IS TO BE SENT TO RESIDENTS LIVING WITHIN 300 FEET OF THE WIGLE DEVELOPMENT

WIGLE DEVELOPMENT PUBLIC MEETING COMMUNITY BENEFIT KICKOFF

DATE & TIME

Tuesday, May 23, 2017
5:30pm – 7:30pm

LOCATION

Detroit Delta Preparatory Academy
3550 John C. Lodge Fwy
Detroit, MI 48201
(see attached map and flier for more info)

GENERAL PROJECT INFORMATION

The City of Detroit welcomes the Midtown West Development headed by PDH Development Group, a partnership between Detroit-based developer Roderick Hardamon and New York-based developer Mario Procida. PDH Development Group is purchasing the former 7 acre Wigle Recreation site from the City of Detroit to develop a mixed-use, mixed-income project over \$75 million that will bring approximately 335 new residential units (20% of rental units will be affordable), over 8,000 square feet of retail space, and a new one-acre of public park to the vacant site of the former Wigle Recreation Center, helping meet the ever-increasing demand for housing in the City of Detroit.

The Impact Area, determined by the Planning & Development Department, is defined by W Forest Avenue on the North, Cass Avenue on the East, Peterboro Street on the South, and the John C Lodge Freeway on the West. (See attached map) Any resident over the age of 18 is eligible to be selected to serve on the Neighborhood Advisory Council, to be established per the recently passed Community Benefits Ordinance (ORDINANCE NO. 35-16).

The project, which is expected to break ground by fall 2018 and will be completed in two phases.

- **Phase I** will include approximately half of the 335 proposed new residential units. Phase I also includes the construction of 8,000 square feet of new rental space, the new one acre public park, and a new street grid. The new grid will see the reopening of 4th Street from Selden to Brainard and the rebuilding of Tuscola Street from 3rd Street to the Lodge access road.
- **Phase II** will see the completion of the residential units and some commercial space.

POTENTIAL IMPACTS & MITIGATION STRATEGIES

The City of Detroit is aware of and acknowledges expressed community concerns related to this project in the following areas. Please bring any concerns to the conversation on the evening of May 23rd and come ready to engage in the Community Benefits Process for this exciting new project.

A. LANDSCAPE & PUBLIC OPEN SPACE IMPROVEMENTS

- Public Access to Public Open Space
- Beautification efforts to improve the overall quality of the landscape

B. WORKFORCE DEVELOPMENT

- 51% of the hours worked on the project must be worked by Detroit residents
- Two hundred temporary jobs related to construction will be created
- Over 100 temporary jobs and 11 permanent jobs are expected to go to Detroiters



Please visit www.detroitmi.gov/wigle for additional project information and to learn more about the Community Benefits Ordinance Process

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CBO Meeting Overview

NAC MEETING SCHEDULE

MAY 23, 2017 – FIRST PUBLIC MEETING – PROCESS INTRODUCTION

June 6, 2017 – NAC RESIDENT SELECTION

July 11, 2017 – MEETING WITH FULL NAC COUNCIL

December 12, 2017 – MEETING WITH DEVELOPERS AND FULL NAC COUNCIL

January 16, 2018 – NAC DISCUSSION: POTENTIAL PROJECT IMPACTS + MITIGATIONS

February 19, 2018 – NAC DISCUSSION: POTENTIAL PROJECT IMPACTS + MITIGATIONS CONT.

April 9, 2018 – PRESENTATION OF COMMUNITY BENEFITS

NAC WILL WORK WITH ENFORCEMENT COMMITTEE ON A BIENNIAL COMPLIANCE REPORT TO ENSURE DEVELOPER PROVIDES AGREED UPON COMMUNITY BENEFITS – DATES TO BE DETERMINED

DRAFT

Neighborhood Advisory Council Candidates

Hello! we are a group of nine long-time Cass Corridor residents hoping to represent our neighborhood in the negotiation of a Community Benefits Agreement with the developers of the proposed Midtown West development.

The NAC election will take place **Tuesday 6/6/17, 6:00pm at Jumbo's Bar: 3736 Third**



Jesalyn Blount



Dave Dobbie



Fran Dorn



Shayla R. Griffin



Derrick Dykas



Leslie Malcolmson



Jenny Lee



Lee Payne



Chiquita Williams

Jessalyn Blount is a native Detroit who has lived in the neighborhood for the past 9 years and has worked for community organizations such as the Cass Corridor Neighborhood Corporation, the Allied Media Conference, Detroit Summer, and Dally in the Alley. She is an avid cyclist and beginning gardener.

David Dobbie has lived in the neighborhood for 9 years and currently lives on Alexandrine with his wife and two children. David serves as Assistant to the President of the American Federation of Teachers Michigan (AFT/AFL-CIO), a union representing 35,000 members in PreK-12 schools, community colleges, and universities across the state. Before becoming staff at AFT Michigan, he worked as a labor educator at Wayne State University. David serves on the boards of several community organizations, including the Cass Corridor Neighborhood Development Corporation, Doing Development Differently in Detroit, the Michigan Coalition for Secure Retirement, and the Metro Detroit AFL-CIO's Bernie's Brigade Mobilization Committee.

Fran Dorn has been a resident of the neighborhood for more than 50 years. She has worked at St. Pat's Senior Center as a Registered Nurse since 1984, and been an active member of St. Pat's church since 1966. She raised four children in the neighborhood and helped establish Burton International school. She has organized community events, such as the annual Halloween Party and Brainard Park.

Derrick Dykas has lived and worked in the neighborhood for the better part of his adult life and is the founder of Community Push, the Non-profit that adopted Wigle in 2014. He's got passion for his neighborhood, recreation and wants the best for it's residents, new and old.

Shayla R. Griffin lives on Alexandrine with her husband and two children and has lived in the Cass Corridor for 7 years. Shayla is the Diversity and School Culture Consultant for the Washtenaw Intermediate School District. In addition, she consults with a number of other school districts and non-profit organizations on issues of social justice through her consulting firm, The People's Dialogue Project. She previously worked at Detroit Osborn High School and is also the author of the 2015 book, "Those Kids, Our Schools: Race and Reform in an American High School." Shayla received her Ph.D. and MSW from the University of Michigan and her B.A. from Spelman College—Atlanta, GA.

Jenny Lee is executive director of Allied Media Projects, a media, arts, and culture non-profit located at Third and Willis. She has lived at Second and Brainard for 12 years. She would like to see more development that honors the rich cultural history of the neighborhood and that meets the needs of low and no-income residents. As the parent of a toddler, she also wants to see more child-friendly amenities like parks and playgrounds.

Leslie Malcolmson has been a resident of the neighborhood for 32 years. She is currently retired, living at Cass and Willis. She would like to see more retail and residential buildings in the area, especially housing that is realistic, accessible, and affordable.

Lee Payne was born and raised in Detroit and is a graduate of Detroit Central High School. He has done AIDS/HIV outreach in Detroit. He is a DJ, a performance artist, and a bartender at Detroit City Distillery. He has lived in the neighborhood for the past nine 9 years.

Chiquita Williams has lived in the neighborhood since 2005. She is a part-time Teacher's Assistant at Bright Horizons and a Patient Attendant Safety at DMC Hospital. She believes a park is truly needed for our neighborhood. With all of these condos, apartments and lofts, there is no recreation for our children to play and explore. She would love to see playscapes, slides, basketball, sand and swings with floral landscapes surrounding the park. This is what our community desires for our children.

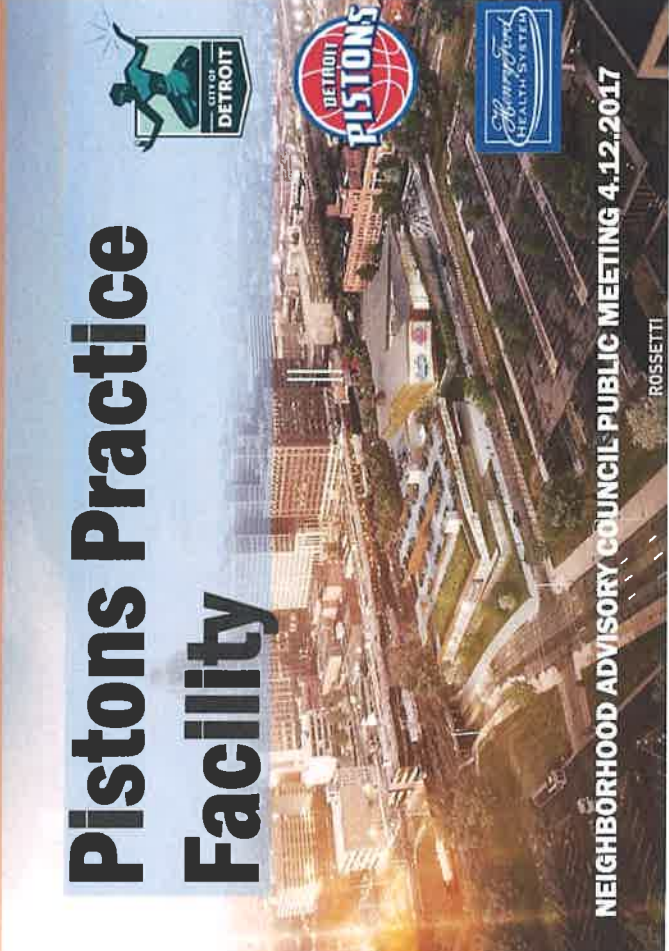
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Welcome to the Community Benefits Meeting!

Next Meeting NAC Resident Election on Tuesday, May 30th at 5:30pm

Pistons Facility



NEIGHBORHOOD ADVISORY COUNCIL PUBLIC MEETING 4.12.2017

ROSSETTI

WIGLE DEVELOPMENT COMMUNITY BENEFIT PUBLIC MEETING

KICKOFF MEETING 05.23.2017



DEVELOPMENT OF "STREET"
The proposed street will be 100 feet wide and will run north-south between the existing street and the proposed street. The street will be paved with asphalt and will have a 10-foot wide sidewalk on both sides. The street will be named "Street" and will be a public street. The street will be a public street and will be owned by the City of Detroit. The street will be a public street and will be owned by the City of Detroit. The street will be a public street and will be owned by the City of Detroit.

CONCRETE SIDEWALKS
The proposed concrete sidewalks will be 10 feet wide and will run north-south between the existing sidewalk and the proposed sidewalk. The sidewalks will be paved with concrete and will have a 1-foot wide curb on both sides. The sidewalks will be named "Sidewalk" and will be a public sidewalk. The sidewalks will be a public sidewalk and will be owned by the City of Detroit. The sidewalks will be a public sidewalk and will be owned by the City of Detroit.

LANDSCAPING
The proposed landscaping will include trees, shrubs, and flowers. The landscaping will be planted along the sidewalks and will be maintained by the City of Detroit. The landscaping will be a public landscaping and will be owned by the City of Detroit. The landscaping will be a public landscaping and will be owned by the City of Detroit.

UTILITIES
The proposed utilities will include water, sewer, and gas. The utilities will be installed underground and will be maintained by the City of Detroit. The utilities will be a public utility and will be owned by the City of Detroit. The utilities will be a public utility and will be owned by the City of Detroit.

(c) Engagement with Developer.
(1) In addition to the meeting required in Subsection (a)(1) of this section, the Planning Director shall facilitate at least one meeting between the NAC and the Developer to allow the NAC to learn more details about the project and to provide an opportunity for the NAC to make Developer aware of concerns raised by the NAC.

DEVELOPMENT OF "STREET"
The proposed street will be 100 feet wide and will run north-south between the existing street and the proposed street. The street will be paved with asphalt and will have a 10-foot wide sidewalk on both sides. The street will be named "Street" and will be a public street. The street will be a public street and will be owned by the City of Detroit. The street will be a public street and will be owned by the City of Detroit.

Hotel + Community Skate Park



Herman Kiefer

Neighborhood Advisory Council

WIGLE COMMUNITY BENEFIT MEETING

Herman Kiefer

WIGLE COMMUNITY BENEFIT MEETING

AGENDA

5:30 – 5:35 - Welcoming Remarks: Ninfa Cancel (District 6 Manager, DON) and R. Steven Lewis (Central Design Director, PDD)

5:35 – 5:45 - Remarks from Councilmembers

5:45 – 6:00 - Transaction Overview - HRD

6:00 – 6:15 – PDD Presentation: Community Benefits Ordinance and the Selection of Neighborhood Advisory Council

6:15 – 6:30 - PDH Development Group: Midtown West Project Overview

6:30 – 7:00 – Questions and Answers



Brenda Jones
Council President



Raquel Castañeda-López
Council Member District 6



Janeé L Ayers
Council Member At Large

Council Member Acknowledgement and Remarks

Wigle Site Overview

- 7 acre City owned site
- Decommissioned park



Request for Proposal Guidelines and Requirements for Wigle Site

- At least one acre of public space
- Street grid construction from Selden to Martin Luther King Blvd
- At least 50% of housing units must be for-sale
- 20% of rental units to be available to individuals @ 80% AMI (between \$37k - \$42k)

Basic Development Stats

- \$77m total development cost
- 300+ units
- Mixture of for-sale and rental housing units
- 20% of rental units affordable at 80% AMI
- Approximately 8,000 SF of retail



Conceptual Site Plan

COMMUNITY BENEFITS ORINANCE and the NEIGHBORHOOD ADVISORY COUNCIL (NAC)

ARTICLE 10. COMMUNITY BENEFITS ORINANCE
SECTION 10.01. PURPOSE AND SCOPE
 The purpose of this ordinance is to ensure that the City of Detroit receives the maximum benefit from the development of the City's land and resources. This ordinance shall apply to all new development projects in the City of Detroit, including but not limited to residential, commercial, industrial, and public works projects. This ordinance shall not apply to projects that are exempt from the City's zoning regulations or that are subject to other City ordinances that provide for similar benefits.

SECTION 10.02. DEFINITIONS
 For the purposes of this ordinance, the following definitions shall apply: "Development" means any new construction, reconstruction, or substantial renovation of a building or structure, including but not limited to residential, commercial, industrial, and public works projects. "New development" means any development that is not subject to the City's zoning regulations or that is subject to other City ordinances that provide for similar benefits.

SECTION 10.03. COMMUNITY BENEFITS PLAN
 The City shall require the developer of any new development project to submit a community benefits plan to the City for review and approval. The community benefits plan shall include, but not be limited to, the following information: (a) a description of the development project and its location; (b) a description of the benefits that the development project will provide to the community; (c) a description of the measures that the developer will take to ensure that the benefits are realized; and (d) a description of the measures that the developer will take to ensure that the development project is consistent with the City's zoning regulations and other applicable laws and ordinances.

(c) Engagement with Developer.
 (1) In addition to the meeting required in Subsection (a)(1) of this section, the Planning Director shall facilitate at least one meeting between the NAC and the Developer to allow the NAC to learn more details about the project and to provide an opportunity for the NAC to make Developer aware of concerns raised by the NAC.

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WIGLE COMMUNITY BENEFIT MEETING

NEIGHBORHOOD ADVISORY COUNCIL (NAC)

Eligible members must be:

- Residents of the impacted area
- At least 18 years of age

WIGLE COMMUNITY BENEFIT MEETING

NEIGHBORHOOD ADVISORY COUNCIL (NAC)

The 9 NAC members are selected as follows:

- 2 selected by *residents of the impacted area* (resident selection is Tuesday at 5:30)
- 4 selected by the City of Detroit **Planning and Development Department** (with preference given to residents expected to be directly impacted by project)
- 2 selected by the **At-Large Council Members** (Council Member Ayers and Council Presidents Jones)
- 1 selected by the local **District Council Member** (Council Member Raquel Castañeda-López) whose district contains the largest portion of the Impacted Area



WIGLE COMMUNITY BENEFIT MEETING

NEIGHBORHOOD ADVISORY COUNCIL (NAC)

NAC roles + Responsibilities

- Attend at least 1 initial meeting with the NAC and the Developer
- Review Community Benefits Report written by the Planning and Development Department and Compliance Reports
- Continue to attend follow-up meetings the Developer to monitor progress and status of project

Resident Selection to take place Next Tuesday Evening

Resident Pitch and NAC Selection Meeting
Jumbo's located at 3736 Third Ave, Detroit
Tuesday, May 30th at 5:30pm

MIDTOWN WEST DEVELOPMENT - COMMUNITY MEETING

NAC PROPOSED SCHEDULE

MAY 23, 2017* - FIRST PUBLIC MEETING - KICKOFF INTRODUCTION

May 30, 2017 - NAC RESIDENT SELECTION

June 27, 2017 - MEETING WITH DEVELOPERS AND FULL NAC COUNCIL

July 5, 2017 - NAC DISCUSSION: POTENTIAL PROJECT IMPACTS + MITIGATIONS

July 18, 2017 - PLANNING AND DEVELOPMENT PRESENTS REPORT TO NAC

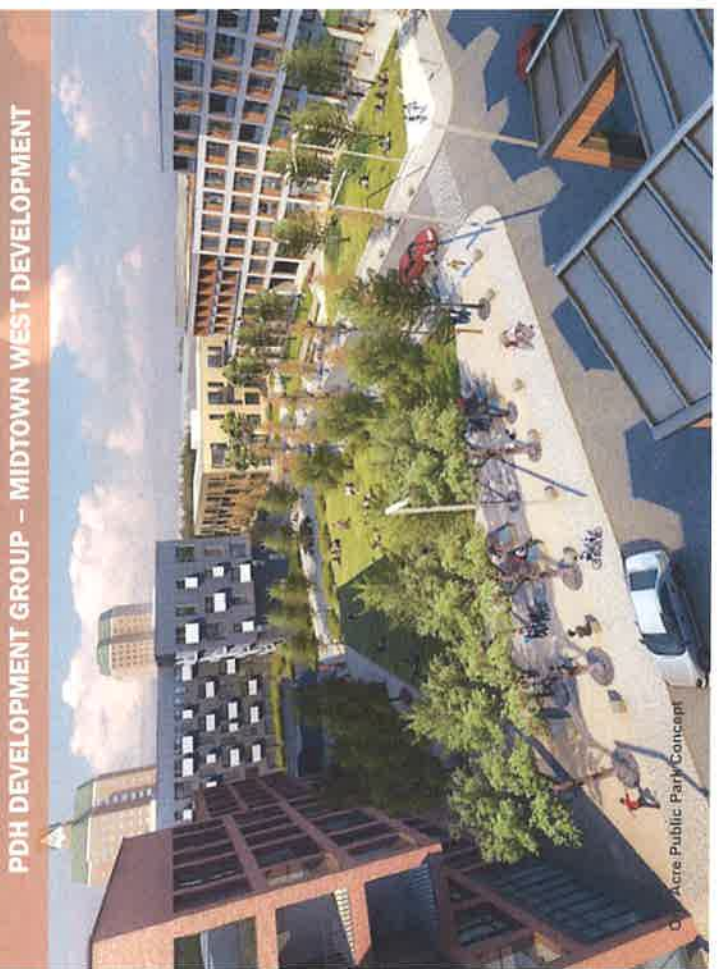
NAC WILL WORK WITH ENFORCEMENT COMMITTEE ON A BIENNIAL COMPLIANCE REPORT TO ENSURE DEVELOPER PROVIDES AGREED UPON COMMUNITY BENEFITS - DATES TO BE DETERMINED

PDH DEVELOPMENT GROUP - MIDTOWN WEST DEVELOPMENT

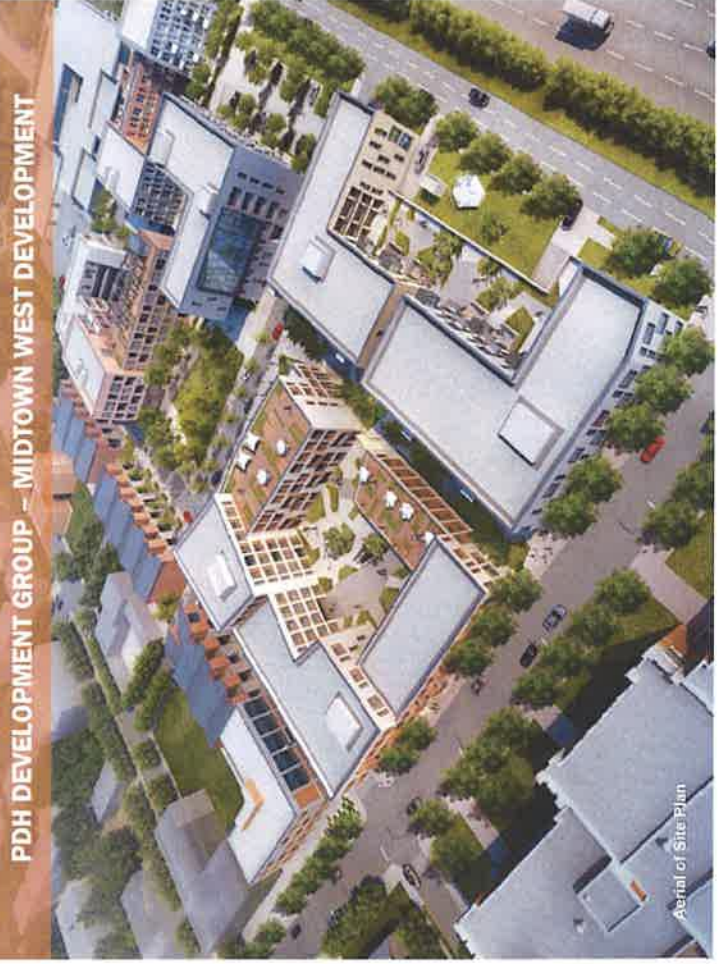
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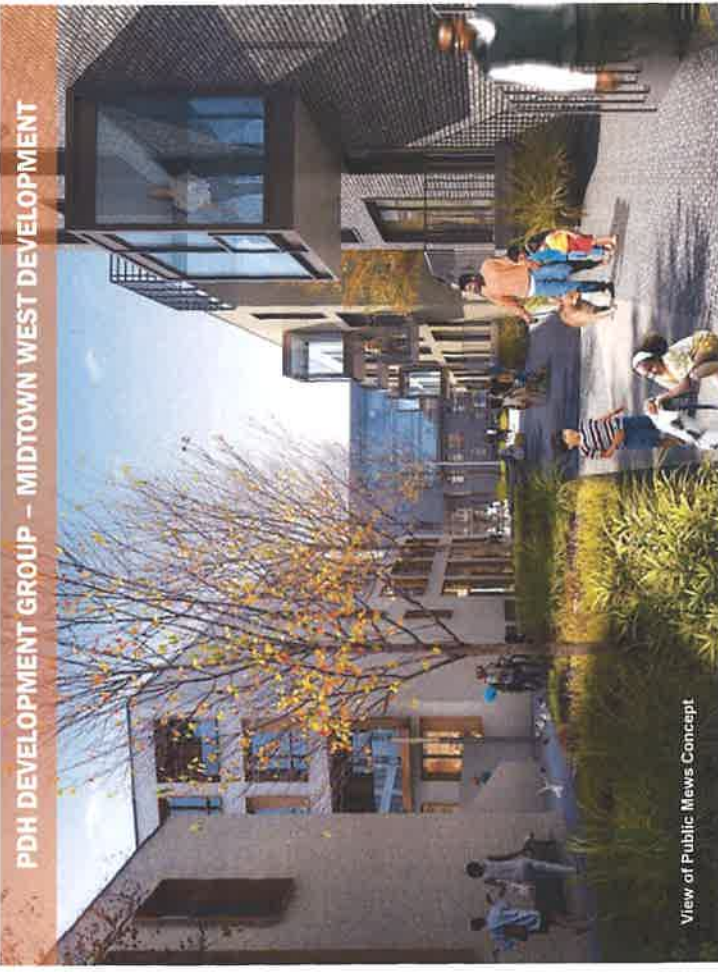
Conceptual Site Plan



Aerial Public Park Concept



Aerial of Site Plan



PDH DEVELOPMENT GROUP – MIDTOWN WEST DEVELOPMENT

View of Public Mews Concept

WIGLE COMMUNITY BENEFIT MEETING

discussion

WIGLE COMMUNITY BENEFIT MEETING

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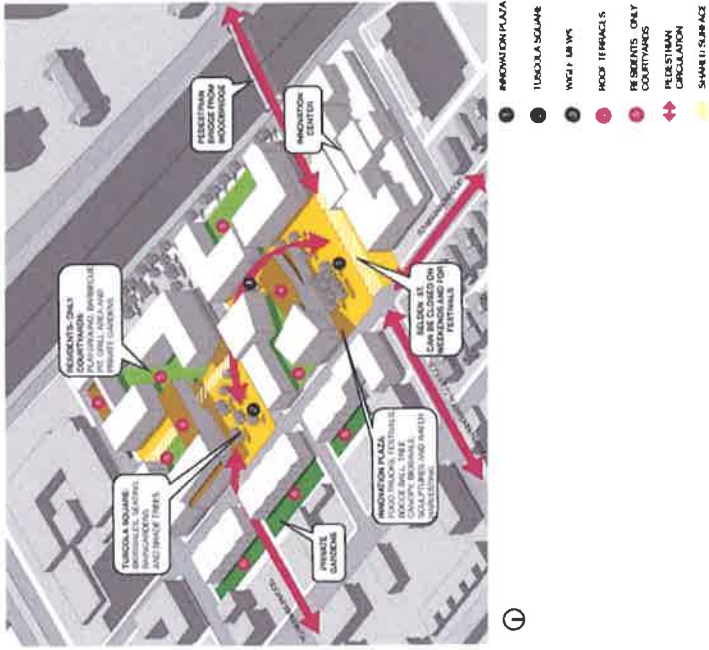
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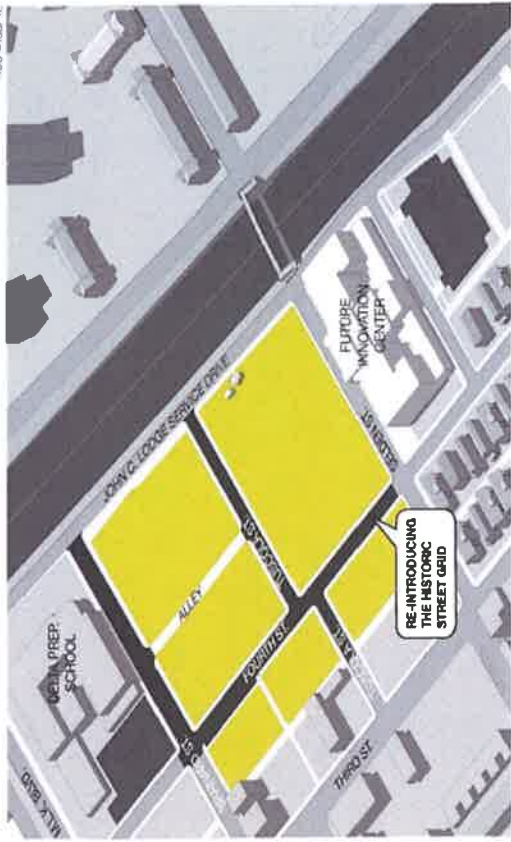
THE FUNCTIONS OF PUBLIC AND PRIVATE SPACES



VEHICULAR CIRCULATION AND PARKING



NEW STREET LAYOUT
450 King St E

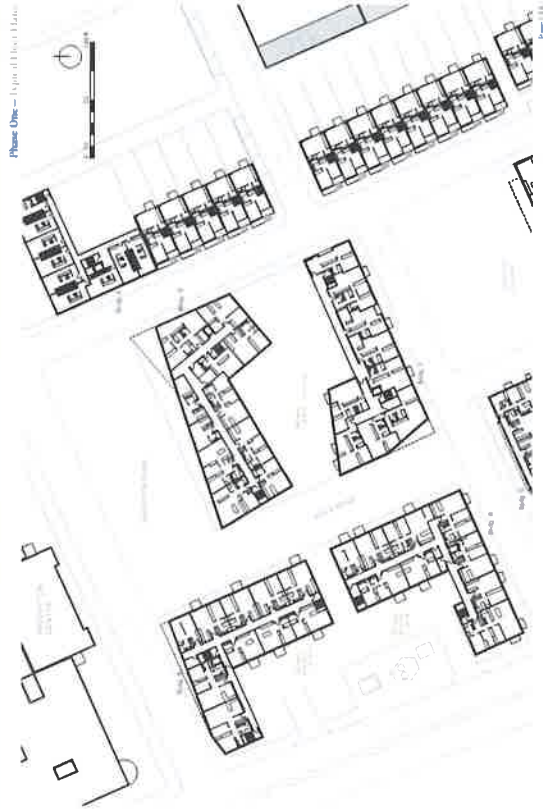


BUILDING E + F RESIDENTS-ONLY COURTYARD - PEDESTRIAN ACCESS TO SUNKEN PARKING



BUILDING E + F SUNKEN PARKING - PEDESTRIAN ACCESS TO RESIDENTS-ONLY COURTYARD





CROSS SECTION 1



Providence Design Development Group LLC - Response to The Village RFP



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Providence Design Development Group LLC - Response to The Village RFP



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Providence Design Development Group LLC - Response to The Village RFP



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Providence Design Development Group LLC - Response to The Village RFP



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Photo Two - view of proposed building from the east side of the site.



Photo Three - view of proposed building from the west side of the site.

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****12/12/17 DRAFT****

Recommendations from the Neighborhood Advisory Council for the Proposed Midtown West Development

Recommendations for the City of Detroit Planning and Development Department:

1. Replace the seven acres of public recreation land that would be sold to private developers with an equal amount of new public green space in the impact area; engage area residents in the design of these green spaces.
2. Add stop signs / street lights on Third to increase accessibility to the park inside the development.

Recommendations for the developers:

1. **Green space.**
 - a. Increase the size of the proposed common greenspace by at least 1 acre;
 - b. make it continuous, rather than divided by a street;
 - c. ensure that it is visible and easily accessible to non-residents;
 - d. ensure that it is wheelchair accessible, includes a playscape, picnic tables, and other amenities to be determined through a community engagement process.
2. **Affordability.**
 - a. Use average household income for Detroit to determine affordability, not Wayne County (\$401/mo single person; \$453/mo 2 ppl; \$551/mo 3 ppl; \$656/mo 4 ppl)¹.
3. **Community impact fund.**
 - a. Commit 5% of each unit sold and 5% of profits from rental properties over the next 10 years to a fund that will mitigate the negative effects of rising real estate values on commercial and residential renters in the neighborhood, especially minority-owned businesses and low-income residents.²
4. **Inclusive, accessible design.**
 - a. Design the site to be open and integrated with the surrounding neighborhood;
 - b. invest in maintenance and landscaping of the pedestrian bridges over the Lodge;
 - c. offer diverse unit types that can accommodate senior citizens, families with children, and people with disabilities.

¹ Chicago Federal Reserve Bank. "Essays on Issues." 2017 Number 376. Page 4

² Midtown Inc. has expressed willingness to administer such a fund.

5. **Historic and cultural preservation.**
 - a. Commission Detroit artists to produce murals or other art depicting the history and cultural legacy of the Cass Corridor that is publicly visible in and around the development.
6. **Retail selection.**
 - a. Conduct a survey of residents to assess current gaps in local retail options;
 - b. analyze area income data to determine appropriate price points for selected businesses;
 - c. use an ethical business matrix when selecting retail tenants that considers factors such as quality of product, affordability, treatment of workers, environmental sustainability.
7. **Digital inclusion.**
 - a. Dedicate at least one business class Internet connection to be shared with the Cass Co Neighborhood Wireless Network.³
8. **Labor and hiring.**
 - a. Prioritize local hiring and commit to using responsible contractors who respect collective bargaining rights for janitorial, maintenance, landscaping, and security contracts;
 - b. prioritize Detroit-based and minority-owned contractors.
9. **Environmental health.**
 - a. Create as much permeable surface as possible;
 - b. use energy efficient appliances and renewable energy sources where possible;
 - c. offer recycling and composting services.

³ consult with the Detroit Community Technology Project to determine appropriate placement and router configuration.

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1. Replace the seven acres of public recreation land that would be sold to private developers with an equal amount of new public green space in the impact area; engage area residents in the design of these green spaces.
 - A response to this request should be issued by the City.
2. Add stop signs / street lights on Third to increase accessibility to the park inside the development.
 - A response to this request should be issued by the City. The developer will work with the City's traffic and engineering department to determine locations for traffic control devices within the development site.

Recommendations for the developers:

1. Green space.
 - a. Increase the size of the proposed common greenspace by at least 1 acre;
 - The RFP required the developer to provide a park of at least 1 acre. And the developer is currently proposing a park of 1 acre. There is also green space within the development parcels that are not part of the 1 acre park area.
 - b. Make it continuous, rather than divided by a street;
 - The developers current design is for a park of 1 continuous acre.
 - c. ensure that it is visible and easily accessible to non-residents;
 - The Park is located along 4th Street between Tuscola and Brainard. Making it easily accesable to both residents and non-residents
 - d. ensure that it is wheelchair accessible, includes a playscape, picnic tables, and other amenities to be determined through a community engagement process.
 - The park will be designed in conjunction with the City of Detroit. The park will meet all ADA requirements for accessibility. The park will be designed for the quiet enjoyment of the neighborhood.
2. Affordability.
 - a. Use average household income for Detroit to determine affordability, not Wayne County (\$401/mo. single person; \$453/mo. 2 ppl; \$551/mo 3

ppl;\$656/mo 4 pp1)¹

- The developer's response to the RFP utilized Wayne County AMI as the measure of affordability. Financial constraints on the development project do not allow us to market the affordable units using to City of Detroit AMI as the measure of affordability.
3. Community impact fund.
 - a. Commit 5% of each unit sold and 5% of profits from rental properties over the next 10 years to a fund that will mitigate the negative effects of rising real estate values on commercial and residential renters in the neighborhood, especially minority-owned businesses and low-income residents.²
 - The developer has committed to providing 20% of the rental units as affordable housing. Any additional financial burden on the development will adversely impact the feasibility of the development.
 4. Inclusive, accessible design.
 - a. Design the site to be open and integrated with the surrounding neighborhood;
 - The developer is committed to high quality design. Neighborhood context is important in design. The developer has assembled a team of renowned design professionals who produce the highest caliber of work. The developer has spent considerable time working on the site plan and ensuring the reintegration of the road network will work well within the neighborhood and will produce a highly livable neighborhood experience.
 - b. invest in maintenance and landscaping of the pedestrian bridges over the Lodge;
 - The bridges over the Lodge are currently owned by MDOT. The developer is unwilling to provide any capital to finance work done on MDOT controlled property.
 - c. offer diverse unit types that can accommodate senior citizens, families with children, and people with disabilities.
 - The developer will comply with all accessibility requirements set forward in ADA guidelines. The developer will have a unit mix of Studio, 1 BR, 2 BR and 3 BR apartments in addition to townhomes. The units (other than townhomes) will be proportionately distributed amongst the affordable and market rate units. The affordable units will be evenly mixed throughout the buildings.
 5. Historic and cultural preservation.
 - a. Commission Detroit artists to produce murals or other art depicting the history and cultural legacy of the Cass Corridor that is publicly visible in and around the development.
 - In appropriate locations the developer is willing to meet with and

¹ Chicago Federal Reserve Bank. "Essays on Issues." 2017 Number 376. Page 4

² Midtown Inc. has expressed willingness to administer such a fund

possibly to work with local artists the NAC recommends. However, in order to maintain designs envisioned by the development's architects the developer cannot commit to murals on the exteriors of the buildings.

6. Retail selection.

- a. Conduct a survey of residents to assess current gaps in local retail options;
 - The developer is willing to survey local residents for what retail would fit well in the Midtown West development
- b. Analyze area income data to determine appropriate price points for selected businesses;
 - The developer will rely upon the retail tenants to set their price points.
- c. use an ethical business matrix when selecting retail tenants that considers factors. Such as quality of product, affordability, treatment of workers, environmental sustainability.
 - The developer will consider what the neighborhood needs and attempt to lease the retail space to a tenant who is set up to be successful over the long term providing valuable services to not only the residents of Midtown West but the broader community as well.

7. Digital inclusion.

- a. Dedicate at least one business class Internet connection to be shared with the Cass Co Neighborhood Wireless Network³
 - The developer cannot commit to providing a wireless network connection at this time.

8. Labor and hiring.

- a. Prioritize local hiring and commit to using responsible contractors who respect collective bargaining rights for janitorial, maintenance, landscaping, and security contracts;
 - The developer commits to hiring 30% local contractors during the construction of the development. At this time the developer is unable to commit to hiring union labor for janitorial, maintenance, landscaping, and security contracts.
- b. prioritize Detroit-based and minority-owned contractors.
 - The developer commits to hiring a minimum of 30% local and will prioritize MWBE contractors during the construction of the

³ consult with the Detroit Community Technology Project to determine appropriate placement and router configuration.

development.

9. Environmental health.

- a. Create as much permeable surface as possible;
 - The developer will study sustainable methods for the development such as storm water retention. The streets and the park will be designed to city of Detroit standards.
- b. use energy efficient appliances and renewable energy sources where possible;
 - The developer commits to build to certain Enterprise Green Communities Standards. This will include energy star appliances, water conserving plumbing fixtures and energy efficient lighting
- c. offer recycling and composting services.
 - The developer will offer recycling services in the rental and condo buildings. The developer will need to study local providers for composting services to determine if this is a feasible service to offer.

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• **CREATIVITY AROUND AFFORDABILITY** - Advertising of affordable units.
 - Deeper discounts even if fewer units
 (Ordinance flexibility?)
 (Developer w/ explore financing)
 - Length of time for affordable units

• **GREEN SPACE**
 - City commitment to add more parks in the impact area
 - Developer commitment to collaborative design process (GSD process?)
 - Exciting Energetic Park
 * play space, basketball, benches/tables

Full scope of recreational opportunities

• **Community Impact Fund**
 - Donation to CCNCD for development of community center
 Suggested: \$200,000
 - May be process w/ City Council for how fund is used

• **Wireless Network**
 - 1 Rocket-fiber account \$75/mo. + routers + related tech
 - Contribute bandwidth to publicly accessible network
 - Frame as a free public service
 - Who owns router + account?

• **Retail Survey**
 - How? Who? Pay? Meaningful?
 - Community Needs Assessment has recently been done. (JFM) ?

- Downtown Develop Authority
 (Jane Jane Morgan - Focus Groups)
 → has done retail study

Need: retail options for lower income residents 4* locally/ Detroit owned

RETAIL
 1* quality of product
 2* affordability
 3* treatment of workers

Factors: leasing that space in a location that is not a retail strip
 SEND THEM IDEAS

Rent → current \$26/m² + tax
 Tesla \$15 per sq ft → \$18/m²

- They will work w/ existing programs
 to identify businesses/ retail (Such as motor city)
 - creative approaches to affordability
 Action - surveys... what have been done?

How do we determine "affordability"?

• **Air Quality? / Sound Near Highway**
 - Next to freeway (tree buffer)

• **Rental Units**
 - We want 3br. Rentals
 Family rentals

APPENDIX

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Meeting Objective

1. Update from GSD/Recreation
2. Community Benefits Summary
3. NAC Vote on Community Benefits Summary
4. Next steps
5. Public Comment

Agenda

6pm – 6:10	Team introduction – Karen Gage, PDD NAC Members City Representatives: Council Members, Planning & Development, Dept of Neighborhoods, General Service Department Development Team
6:10 - 6:30	Presentation of Parks – Meagan Elliot + Brad Dick, GSD Parks Access Planning Wigle Public Design Process
6:30 - 7:10	Community Benefit Summary– PDH Development Team + City
7:10 - 7:20	NAC Vote on Community Benefits Summary
7:20 to 7:25 7:20	Next steps
7:25 - 7:30	Public Comment

DRAFT

CBO Meeting Overview

NAC MEETING SCHEDULE

MAY 23, 2017 – FIRST PUBLIC MEETING – PROCESS INTRODUCTION

June 6, 2017 – NAC RESIDENT SELECTION

July 11, 2017 – MEETING WITH FULL NAC COUNCIL

December 12, 2017 – MEETING WITH DEVELOPERS AND FULL NAC COUNCIL

January 16, 2018 – NAC DISCUSSION: POTENTIAL PROJECT IMPACTS + MITIGATIONS

February 19, 2018 – NAC DISCUSSION: POTENTIAL PROJECT IMPACTS + MITIGATIONS CONT.

April 9, 2018 – PRESENTATION OF COMMUNITY BENEFITS

NAC WILL WORK WITH ENFORCEMENT COMMITTEE ON A BIENNIAL COMPLIANCE REPORT TO ENSURE DEVELOPER PROVIDES AGREED UPON COMMUNITY BENEFITS – DATES TO BE DETERMINED

DRAFT

Wigle Park Engagement and Concept Design

The City of Detroit will lead a public engagement process for the design of Wigle Park

- A landscape architect will be hired to help design the park through a community engagement process
- Community engagement will extend beyond the range of the NAC to include a much broader radius— all residents are welcome
- Public engagement will begin within 90 days of the Midtown West land sale closing.

Proposed public engagement format:

Meeting #1

Landscape architects will host a **listening session** and **ideas charrette**

Meeting #2

Presentation of **PARK DESIGN** based upon feedback from first meeting and **more listening** and feedback

Meeting #3

Present **revised** concept for further community discussion and feedback - **vote**

Midtown Parks: Addition of 1.5 Acres of Park Land

- 1. Land identification for Additional Midtown Parks**
 - GSD/Recreation will secure no less than **1.5 acres of land** to provide park space in west Midtown
 - The 1.5 acres of park will be provided within a **12 minute walk** of Wigle
- 2. Timeline for engagement for park design of additional 1.5 acres**
 - GSD will engage residents through a **public design process** to develop park amenities and programming within **90 days** of the closing of the land sale for the Midtown West project
 - Note: The community led design process and the construction of the 1.5 acres of parkland is contingent on the land sale for this project, since the park improvements will be funded by Wigle land sale proceeds, as well as coordination with the developer related to construction timelines, street grids, etc.
- 3. Timeline for construction of additional 1.5 acres**
 - GSD begin **construction** on additional parkland within **12-months** of the land sale closing

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Wigle Community Benefits Overview

PROJECT IMPACTS + MITIGATIONS

NEIGHBORHOOD ADVISORY COUNCIL PROJECT IMPACTS

NAC REQUEST + PROJECT IMPACTS	RESPONSE	COMMUNITY BENEFIT SUMMARY
<p>greenspace.</p> <ul style="list-style-type: none">a. Increase the size of the proposed common greenspace by at least 1 acreb. Make it contiguous, rather than divided by a streetc. Ensure that it is visible and easily accessible to non-residentsd. Ensure that it is wheelchair accessible, includes a playscape, picnic tables, and other amenities to be determined through a community engagement process	<ul style="list-style-type: none">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.In addition, the developer will provide and maintain additional open space, that is privately-owned but publicly 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.b. The development team will provide a contiguous one-acre park.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.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>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>

NEIGHBORHOOD ADVISORY COUNCIL PROJECT IMPACTS

NAC REQUEST + PROJECT IMPACTS	RESPONSE	COMMUNITY BENEFIT SUMMARY
<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>a. In response to this concern, the development team is willing to convert the affordable rental commitment from 20% of total rental units at 80% AMI to 10% of total rental units at 60% AMI upon City Council's request</p> <p>b. The development team has drafted a marketing plan that has been handed out and attached here as Attachment 1.</p>	<p>COMMITMENT TO WORK WITH COUNCIL TO OFFER 10% OF TOTAL RENTAL UNITS AT 60% AMI</p> <p>LOCAL MARKETING PLAN FOR AFFORDABLE UNITS</p>
<p>community impact fund.</p> <p>a. Commit \$200,000 for a community impact fund that will mitigate the negative impact of this development on community access to gathering space</p>	<p>a. PDH commits to a donation of \$112,500 over 15 years to fund maintenance or improvements to the Midtown West park. GSD will manage the collection of the donation and the direction of funds to support a maintenance / improvements the 1 acre park.</p>	<p>COMMITMENT TO FUND PARK MAINTENANCE OR IMPROVEMENTS FOR 15 YEARS</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

NAC REQUEST + PROJECT IMPACTS	RESPONSE	COMMUNITY BENEFIT SUMMARY
<p>retail selection.</p> <ul style="list-style-type: none">a. Conduct a survey of residents to assess current gaps in local retail optionsb. Analyze area income data to determine appropriate price points for selected businessesc. Use an ethical business matrix when selecting retail tenants that considers factors. Such as quality of product, affordability, treatment of workers, environmental sustainabilityd. Provide a portion of the retail space at an affordable rent (\$15-\$18 psf) to support local entrepreneur activity in this retail space	<p>a. At appropriate time in the schedule, the developer will work with local retail brokers and Midtown Detroit to drive retail interest to the Selden Street retail. The developer will rely on local community outreach and its brokers to generate interest in the retail/service sectors for our location.</p> <p>b. + c. The developer will rely upon the retail tenants to set their price points, but will consider what the neighborhood needs and attempt to lease the retail space to a tenant who is set up to be successful over the long term providing valuable services to not only the residents of Midtown West but the broader community as well.</p> <p>d. The development team will work with Motor City Match (MCM) to attract local entrepreneurs to this space. The development team encourages NAC members to submit businesses into MCM. Accordingly, the development team will work to establish rental rates that reflect the market at the time of lease up.</p> <p 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>

NEIGHBORHOOD ADVISORY COUNCIL PROJECT IMPACTS

NAC REQUEST + PROJECT IMPACTS	RESPONSE	COMMUNITY BENEFIT SUMMARY
<p>labor and hiring.</p> <ul style="list-style-type: none">a. Prioritize local hiring and commit to using responsible contractors who respect collective bargaining rights for janitorial, maintenance, landscaping, and security contracts;b. Prioritize Detroit-based and minority-owned contractors.	<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</p>

NEIGHBORHOOD ADVISORY COUNCIL PROJECT IMPACTS

NAC REQUEST + PROJECT IMPACTS	RESPONSE	COMMUNITY BENEFIT SUMMARY
<p>environmental health.</p> <ul style="list-style-type: none">a. Create as much permeable surface as possibleb. Use energy efficient appliances and renewable energy sources where possiblec. Offer recycling and composting servicesd. 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 units will be designed with double pane windows and industry standard ventilation for air quality.	<p>DESIGN SENSITIVE TO STORMWATER RETENTION</p> <p>ENTERPRISE GREEN COMMUNITIES STANDARDS</p> <p>RECYCLING SERVICES</p> <p>INDUSTRY STANDARD HVAC DOUBLE-PANED WINDOWS</p>

COMMUNITY BENEFIT SUMMARY

1. Commitment to an additional 1.5 acres of public space (minimum) in Midtown
2. Public access to pedestrian walkways and open space
3. Contiguous one-acre public park
4. Public design process for public park
5. Park design will accommodate people of all ages and abilities, including kids and families
6. Commitment to fund park maintenance or improvements for 15 years
7. Commitment to work with Council to offer 10% of rental units at 60% AMI rent
8. Defined local marketing plan for affordable units
9. Restoration of street grid to reconnect to neighborhood to the extent possible
10. Design by renowned professionals
11. Pedestrian focused urban design
12. Housing unit mix for all ages, family sizes, and abilities
13. Commitment to support art within the public park
14. Participation in pre-existing mesh network connection
15. Assess retail options through community outreach performed by local broker
16. Retail rental rates to reflect market at the time of lease up
17. Work with MCM to identify local entrepreneurs for retail space
18. 51% local contractors, to the extent possible
19. Design sensitive to storm water mitigation
20. Enterprise green communities standards
21. Recycling services
22. Industry standard HVAC
23. Double pane windows that increase energy efficiency and reduce noise

1. PDH will notify PDD of which units are being designated as affordable units
2. PDH and Marketing Agent will establish a PO box, email address or call service box for questions/applications
3. When PDH is ready to begin marketing the units, PDH will erect a marketing sign @ the Project Site. PDH will post advertisements in newspapers and other media outlets
4. PDH will send a copy of the advertisement to any persons that have been placed on the project interested party list.
5. Applicant's compliance information will be reviewed by PDH. Applicant to be notified of status/comments.
6. Lease to be signed prior to Applicant move in
7. PDH to maintain final log w/initial rent roll for all affordable units

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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 vcte 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 <jennylx@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 <jennylx@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=6E70WTm2oqg3bUZ8cJRBokOBA@mail.gmail.com>,
Jeanette Lee <jennyx@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: <wagle-nac@googlegroups.com>
Attachments: Copy of Wigle 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 <jennylix@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:

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 - You are correct, I have deleted
- We voted for: 2.5% @80%AMI, 5% @60% AMI / 2.5% @40% AMI - I have edited the attached to reflect this option throughout the document
- 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 have changed that in the attached
 - 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. - 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.

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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.
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:

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 - You are correct, I have deleted
 - We voted for: 2.5% @80%AMI, 5% @60% AMI / 2.5% @40% AMI - I have edited the attached to reflect this option throughout the document
- 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 have changed that in the attached
 - 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. - **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

--

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group.

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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**

FINAL
NAC APPROVED CBO SUMMARY

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>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:</p> <p>2.5% OF RENTAL UNITS AT 80% AMI,</p> <p>5% OF RENTAL UNITS AT 60% AMI,</p> <p>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>

FINAL
NAC APPROVED CBO SUMMARY

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>

NEIGHBORHOOD ADVISORY COUNCIL PROJECT IMPACTS

NAC REQUEST + PROJECT IMPACTS	RESPONSE	COMMUNITY BENEFIT SUMMARY
<p>labor and hiring.</p> <ul style="list-style-type: none">a. Prioritize local hiring and commit to using responsible contractors who respect collective bargaining rights for janitorial, maintenance, landscaping, and security contracts;b. Prioritize Detroit-based and minority-owned contractors.	<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.

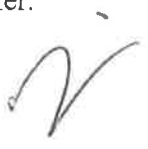
2. DEVELOPER will contribute \$50,000 to the Cass Corridor Neighborhood Development Corporation on or before the closing of construction financing for Phase 1 of the Project. Such contribution will be used solely for community space building improvements at 3535 Cass Avenue, Detroit, MI.

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@thediggsgroup.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.]



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: MARIO PROCUA

Its: MANAGER

Date: 4.07.18

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

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



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

CITY CLERK & NOV 2018 PM4:19



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



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:

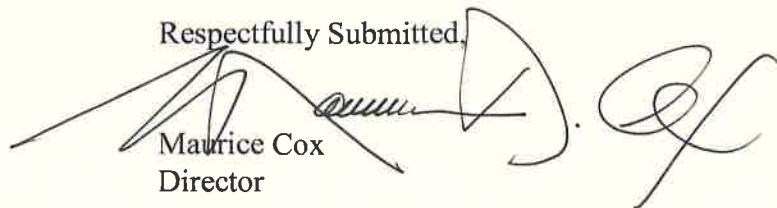
The Bridging Neighborhoods Program (the “Program”) is now being offered to eligible homeowners in identified areas of Detroit, who currently occupy their homes and are directly affected by the Gordie Howe International Bridge Project.

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



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



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 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.

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

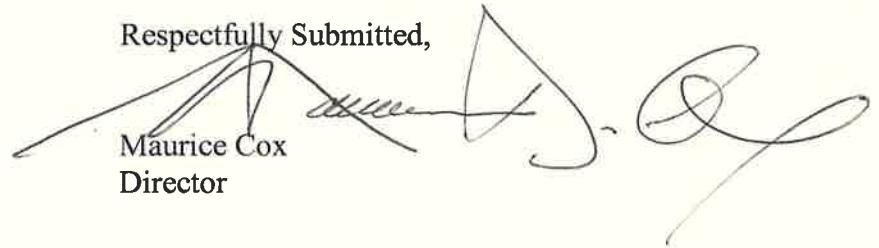
The Property consists of vacant land measuring approximately 6011 square feet. Upon approval of this sale by your Honorable Body, it is to become part and parcel of the abutting parcels. The project area is zoned B5 (Major Business District) and within the Central Business District. The development of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



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 be "Maurice Cox", is written over the typed name and title. The signature is stylized and cursive.

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. Scrier BY 
Engineer of Surveys



October 16, 2018

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.

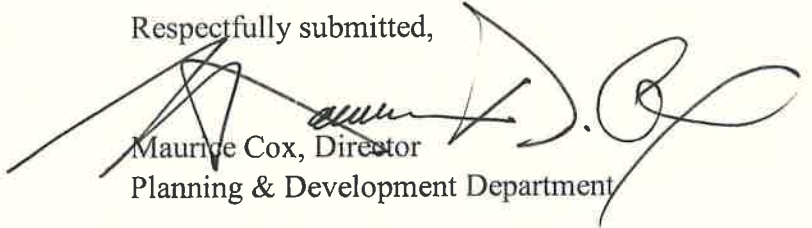


Honorable City Council
October 16, 2018
Page 2

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



October 31, 2018

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

**RE: 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. As a result, the alley was split into east-west sections and became part and parcel of the abutting properties, 634 Selden (west) and 3915 Second (east). 3915 Second (a/k/a "Redmond Plaza") is a small community park owned by the City of Detroit and under the jurisdiction of the City of Detroit Recreation Department.

The adjacent east portion of the 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.

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 738 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.

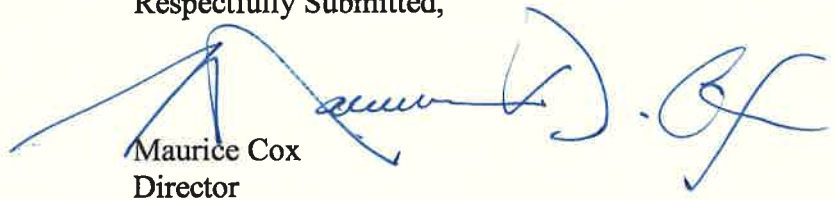
The proposed use is permissible in a SD2 zone, subject to the review of P&DD on a less than three (3) acre site. Additionally, the Offeror has obtained approval from the Historic District Commission for the current exterior work on the project and will continue to do so where required.



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 634 Selden 2018 L.L.C., a Michigan Domestic Limited Liability Company for the amount of \$10,200.00.

Respectfully Submitted,

A handwritten signature in blue ink, which appears to be "Maurice Cox", is written over the typed name. To the right of the signature is a large, stylized blue mark that looks like a "D" followed by a flourish.

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 was split into east-west sections and became part and parcel of the abutting properties, 634 Selden (west) and 3915 Second (east). 3915 Second (a/k/a “Redmond Plaza”) is 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 east portion of the 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, 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 738 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, the proposed use is permitted in a SD2 zone, subject to the review and approval of P&DD on a less than three (3) acre site. 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 being the south 100 feet of the east 7.375 feet of the north-south alley, 14.75 feet wide first west of Second Boulevard, 100 feet wide in the block of Selden Avenue, 100 feet wide, Alexandrine Avenue, 100 feet wide, Third Avenue, 70 feet wide, and Second Boulevard and further described as lying easterly of and adjoining the easterly line of lot 20, Block 94 "Subdivision of part of the Cass Farm" as recorded in Liber 1, Pages 175-177; also lying westerly of and adjoining the westerly line of Lots A, B, C, D, E, and F "Subdivision of Lots 17, 18 and 19, Block 94 Cass Farm" as recorded in Liber 4, page 11 of Plats, Wayne County Records



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

MC/ajm

cc: Stephanie Washington, Mayor’s Office



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



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

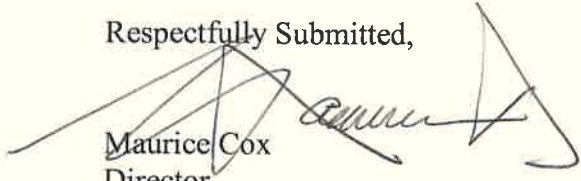
Honorable City Council:

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



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



44

November 8, 2018

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

RE: Sale of Real Property at 19000 W. Warren

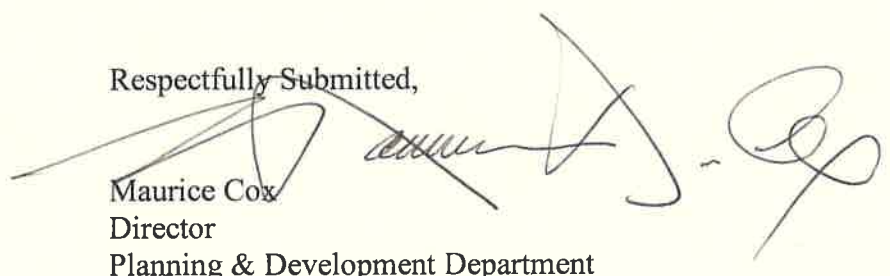
Honorable City Council:

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,



Maurice Cox
Director
Planning & Development Department

MC/ajm

cc: Stephanie Washington, Mayor’s Office



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



45

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



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**



46

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:

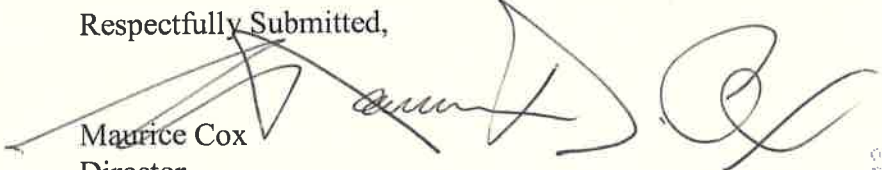
The City of Detroit Planning and Development Department (“P&DD”) is in receipt of an offer from EBE Bethune LLC, a Michigan Limited Liability Company to purchase the above captioned property, 210 E. Bethune, (the “Property”), for the amount of Three Hundred Fifty Thousand and 00/100 Dollars (\$350,000.00)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

MC/ajm

cc: Stephanie Washington, Mayor’s Office



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

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

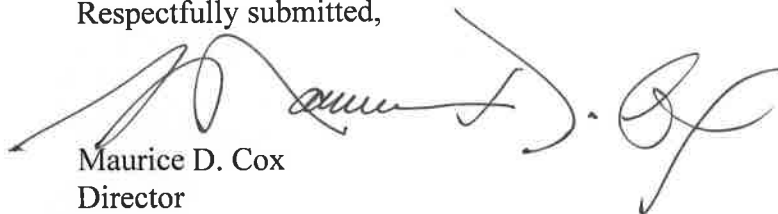
The Planning & Development Department (“P&DD”) has received an offer from Prime Land Holdings, LLC (“Offeror”), a Michigan limited liability company, to purchase certain City-owned real property located near Five Mile and Napier Road, Plymouth Township, MI 48170 (the “Property”) for the purchase price 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

CITY CLERK 2018 NOV 9 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



MEMORANDUM

TO: Janese Chapman, Historic Designation Advisory Board
FROM: Scott Benson, City Council District 3

CC: Hon. Janice Winfrey, City Clerk
Hon. James Tate, Chair, Planning & Economic Development
David Whitaker, Director, LPD
Stephanie Washington, Mayor's Liaison to Council

VIA: Hon. Brenda Jones, President, Detroit City Council

DATE: 5 November 2018

RE: ARETHA FRANKLIN AMPHITHEATER/CHENE PARK

My office is submitting Ms. Bernice Leatherwood as an ad hoc member of the historic designation advisory board for the Aretha Franklin Amphitheater. Ms. Leatherwood is a Detroit historian and her appointment will be value add to determining if the amphitheater meets the standards for local historic designation.

Thank you in advance for your consideration on this matter.

SRB