

Reynolds
6-18-19

**PLANNING AND
ECONOMIC
DEVELOPMENT
STANDING
COMMITTEE**

(64)

**OFFICE OF CONTRACTING
AND PROCUREMENT**

June 14, 2019

HONORABLE CITY COUNCIL:

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

6002073 100% City Funding – Funding Agreement to Provide Funding for Renovation on the Detroit River. (Renovations will be on the Uniroyal Promenade part of the Riverwalk) – Contractor: Detroit River Conservancy Inc. – Location: 600 Renaissance Ctr., Ste. 1720, Detroit, MI 48243 – Contract Period: Upon City Council Approval through May 7, 2035 – Total Contract Amount (Not to Exceed): \$250,000.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER TATE

RESOLVED, that Contract No. 6002073 referred to in the foregoing communication dated June 14, 2019, be hereby and is approved.

65

**OFFICE OF CONTRACTING
AND PROCUREMENT**

June 14, 2019

HONORABLE CITY COUNCIL:

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

6002201 100% City Funding – To Provide Sound Mitigation, Indoor Air Pollution Mitigation Services for 40 Residential Homes surrounding the Gordie Howe International Bridge. – Contractor: DMC Consultants – Location: 13500 Foley, Detroit, MI 48227 – Contract Period: Upon City Council Approval through June 25, 2020 – Total Contract Amount: \$1,248,523.00.
HOUSING AND REVITALIZATION

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER **TATE**

RESOLVED, that Contract No. 6002201 referred to in the foregoing communication dated June 14, 2019, be hereby and is approved.

66

**OFFICE OF CONTRACTING
AND PROCUREMENT**

June 14, 2019

HONORABLE CITY COUNCIL:

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

6002205 100% City Funding – To Provide Board-Up, and Securing Vacant Homes Owned by the DLBA under the Direction of HRD. – Contractor: Detroit Building Authority – Location: 1301 Third, Ste. 328, Detroit, MI 48226 – Contract Period: Upon City Council Approval through June 30, 2020 – Total Contract Amount: \$75,000.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER **TATE**

RESOLVED, that Contract No. 6002205 referred to in the foregoing communication dated June 14, 2019, be hereby and is approved.



CITY OF DETROIT
LAW DEPARTMENT



COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE, SUITE 500
DETROIT, MICHIGAN 48226-3437
PHONE 313•224•4550
FAX 313•224•5505
WWW.DETROITMI.GOV

June 14, 2019

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

**Re: Proposed Amendment of Chapter 26 of the 1984 Detroit City Code, *Housing*;
Article VIII, *Neighborhood Enterprise Zones*.**

Honorable City Council:

Attached please find a proposed ordinance to amend Chapter 26 of the 1984 Detroit City Code, *Housing*; Article VIII, *Neighborhood Enterprise Zones*, requested by Council Member Benson. This ordinance modifies the definition of "certificate of approval" as well as Section 26-8-3 by removing references to a repealed section of the 1984 Detroit City Code. It also amends Section 26-8-4 to require that City Council review the maps associated with current Neighborhood Enterprise Zones every 5 years and outlines relevant criteria for such review.

Respectfully submitted,

Julianne V. Pastula
Senior Assistant Corporation Counsel
City of Detroit Law Department
(313) 237-2935

S U M M A R Y

AN ORDINANCE to amend Chapter 26 of the 1984 Detroit City Code, *Housing*; Article VIII, *Neighborhood Enterprise Zones*, by amending Section 26-8-1 to modify the definition of “certificate of approval” by removing the reference to a repealed section of the 1984 Detroit City Code; by amending Section 26-8-3 to modify the inspection requirements by removing the reference to a repealed section of the 1984 Detroit City Code; and by amending Section 26-8-4 to require that City Council periodically review the maps associated with current Neighborhood Enterprise Zones and to set forth criteria for such review.

1 **BY COUNCIL MEMBER _____**;

2 **AN ORDINANCE** to amend Chapter 26 of the 1984 Detroit City Code, *Housing*; Article
3 VIII, *Neighborhood Enterprise Zones*, by amending Section 26-8-1 to modify the definition of
4 “certificate of approval” by removing the reference to a repealed section of the 1984 Detroit City
5 Code; by amending Section 26-8-3 to modify the inspection requirements by removing the
6 reference to a repealed section of the 1984 Detroit City Code; and by amending Section 26-8-4 to
7 require that City Council periodically review the maps associated with current Neighborhood
8 Enterprise Zones and to set forth criteria for such review.

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

10 **Section 1.** Chapter 26 of the 1984 Detroit City Code, *Housing*; Article VIII, *Neighborhood*
11 *Enterprise Zones*, be amended by amending Section 26-8-1, 26-8-3 and 26-8-4, to read as follows:

12 **CHAPTER 26. HOUSING**

13 **ARTICLE VIII. NEIGHBORHOOD ENTERPRISE ZONES**

14 **Sec. 26-8-1. Definitions.**

15 For the purpose of this article:

16 *Dwelling* means a new or rehabilitated facility or a unit in a new or rehabilitated facility for
17 which a neighborhood enterprise zone certificate is in effect.

18 *Certificate of approval* means a certificate issued by the department pursuant to ~~section 26-3-~~
19 ~~6 and s~~Section 26-8-3(a) for a rehabilitated facility or a certificate issued by the department
20 pursuant to Section 26-8-3(c) for a new facility.

21 *Commission* means the State Tax Commission created by Act No. 360 of the Public Acts of
22 1927, being Sections 209.101 to 209.107 of the Michigan Compiled Laws.

23 *Department* means the Buildings, Safety Engineering and Environmental Department.

1 *New facility* means a new structure that has as its primary purpose residential housing
2 consisting of one (1) or two (2) units, one of which is or will be occupied by an owner as his or
3 her principal residence. New facility includes a new individual condominium unit, in a structure
4 with one or more condominium units, that has as its primary purpose residential housing and that
5 is or will be occupied by an owner as his or her principal residence. New facility does not include
6 apartments.

7 *Neighborhood enterprise zone certificate* means a certificate issued by the commission
8 pursuant to Sections 4, 5, and 6 of the Neighborhood Enterprise Zones Act.

9 *Owner* means the record title holder of, or the vendee of the original land contract pertaining
10 to, a new facility or a rehabilitated facility for which a neighborhood enterprise zone certificate is
11 applied.

12 *Rehabilitated facility* means an existing structure with a current true cash value of ~~sixty~~
13 ~~thousand dollars~~ (\$60,000.00) or less per unit that has or will have as its primary purpose
14 residential housing consisting of one to eight (8) units, the owner of which proposes improvements
15 that if done by a licensed contractor would cost in excess of ~~five thousand dollars~~ (\$5,000.00) per
16 owner-occupied or ~~fifty~~ (50) per-cent of the true cash value, which ever is less, or ~~seven thousand~~
17 ~~five hundred dollars~~ (\$7,500.00) per nonowner-occupied unit or ~~fifty~~ (50) per-cent of the true cash
18 value, whichever is less, and will bring the structure into conformance with minimum local
19 building code standards for occupancy or improve the livability of the units while meeting
20 minimum local building code standards. Rehabilitated facility also includes an individual
21 condominium unit, in a structure with one or more condominium units that has as its primary
22 purpose residential housing, the owner of which proposes the above described improvements.
23 Rehabilitated facility does not include a facility rehabilitated with the proceeds of an insurance
24 policy for property or casualty loss.

1 *Sale or transfer* means to convey any interest in a dwelling except by lease, mortgage, gift,
2 device, bequest or lien foreclosure. The sale or transfer shall be deemed to occur upon the transfer
3 of title, the execution of a land contract, or the exercise of an option to purchase a dwelling.

4 **Sec. 26-8-2. Conditions required.**

5 It shall be unlawful to sell or transfer, or act as a broker for a sale or transfer, or a dwelling for
6 which a neighborhood enterprise zone certificate is in effect unless a valid certificate of approval
7 is tendered to the purchaser or transferee at the time of the sale.

8 **Sec. 26-8-3. Issuance of certificate of approval and inspection reports; inspection fees.**

9 (A ~~a~~) The department shall issue a certificate of approval on a rehabilitated facility only
10 after it has inspected the dwelling and found it conforms with the guidelines described in ~~section~~
11 ~~26-3-6~~ this Code and all applicable construction codes. ; ~~provided, that in the absence of any~~
12 ~~hazardous conditions a certificate may be issued when an amount of money equal to twice the~~
13 ~~estimated cost of required repairs is placed in escrow pursuant to departmental guidelines, the~~
14 ~~approval to be annotated to indicate this basis for issuance. The inspection report provided for in~~
15 ~~section 26-3-2(1) shall be issued only after the department has inspected the dwelling, and shall~~
16 ~~note any deficiencies from the guidelines describing in section 26-3-6.~~

17 (B ~~b~~) Applications for certificates of approval or inspection reports shall be available at
18 the department or other designated agencies and shall be filed with the department. The department
19 shall set reasonable fees for inspections made pursuant to this article.

20 (C ~~c~~) The department shall issue a certificate of approval on a new facility only after it
21 has inspected the dwelling and determined that it conforms with all applicable construction codes.

1 **Sec. 26-8-4. Validity of certificate and report; responsibility of eCity for defects; City**

2 **Council review.**

3 (a) A certificate of approval or inspection report shall be valid for six (6) months from
4 the date of issuance, except for any dwelling for which a certificate or report is issued that was
5 occupied at the time of issuance. ~~In, in~~ in which case, the certificate or report shall be valid during
6 the period of continuous occupancy, but not to exceed ~~twenty-four~~ (24) months. A certificate of
7 approval is not a warranty or guarantee that there are no defects in the dwelling, ~~nor shall~~ and the
8 eCity shall not be held responsible for defects not noted in the inspection report.

9 (b) Not less than every five years, the City Council shall review maps provided by the
10 Assessor's Office that are associated with current Neighborhood Enterprise Zones.

11 (1) This review shall include, at minimum, each of the following:

12 a. Uptake rate within established zones (ratio of current NEZ H certificates
13 and active Principal Residency Exemptions);

14 b. Financial impact of new zones on all ad valorem taxing authorities; and

15 c. Other pertinent information related to neighborhood stabilization,
16 including, but not limited to:

17 i. current assessed value;

18 ii. length of residency;

19 iii. market sale comparables;

20 iv. effective property tax rate (ratio of current property tax payment and
21 assessed value); and

22 v. current certificate expiration dates.

1 (2) City Council may opine, by adoption of a resolution outlining its findings on each
2 of the criteria listed in subpart (1), whether the maps need to be modified or maintained in their
3 current configuration.

4 **Sec. 26-8-5. Violations.**

5 Any person being owner or agent, who sells or transfers a dwelling in violation of this article
6 shall be subject to the penalty provided for in sSection 1-1-9 of this Code.

7 **Sec. 26-8-6. Penalties.**

8 A penalty created by this article shall not limit or derogate any other statutory or common law
9 right or action.

10 **Secs. 26-8-7 – 26-8-15. Reserved.**

Section 2. All ordinances or parts of ordinances in 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. If this ordinance is passed by a two-thirds (2/3) majority of City Council members serving, it shall be given immediate effect and shall become effective upon publication in accordance with Section 4-118 of the 2012 Detroit City Charter; if passed by less than a two-thirds (2/3) majority of City Council members serving, it shall become effective no later than thirty (30) days after publication in accordance with Section 4-118 of the 2012 Detroit City Charter; if this ordinance specifies a certain date to become effective, it shall become effective in accordance with the date specified therein, subject to the publication requirement in Section 4-118 of the 2012 Detroit City Charter.

Approved as to form:



Lawrence García
Corporation Counsel



June 11, 2019

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

RE: Sale of Real Property at 1906 Clements

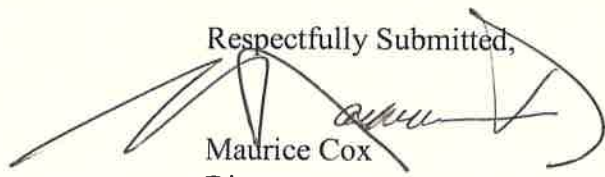
Honorable City Council:

The City of Detroit Planning and Development Department ("P&DD") is in receipt of an offer from Freewind Properties LLC ("Purchaser"), a Michigan Limited Liability Company to purchase the above captioned property, 1906 Clements, (the "Property"), for the amount of Thirteen Thousand and 00/100 Dollars (\$13,000.00) (the "Purchase Price").

The Property consists of an unoccupied three story brick clad apartment building in need of significant repair that is situated on an area of land measuring approximately 3200 square feet and zoned R2 (Two-Family Residential District). The Purchaser proposes to renovate the structure with the intention of developing it into multi-family housing. Purchaser's use of the Property shall be consistent with the allowable uses for which the property is zoned.

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 to the Purchaser for the Purchase Price.

Respectfully Submitted,


Maurice Cox
Director
Planning & Development Department

MC/ajm

cc: Stephanie Washington, Mayor's Office

By Council Member _____

NOW. THEREFORE, BE IT RESOLVED, that Detroit City Council approves of the sale of certain real property (the "Property") at 1906 Clements, more particularly described in the attached Exhibit A, to Freewind Properties LLC, a Michigan Limited Liability Company for the purchase price of Thirteen Thousand and 00/100 Dollars (\$13,000.00); and be it further

RESOLVED, that the Director of the Planning and Development Department or his authorized designee, be and is hereby authorized to issue a quit claim deed to the Property and such other documents as may be necessary to effectuate the sale with Freewind Properties LLC, a Michigan Limited Liability Company consistent with this resolution; and be it further

RESOLVED, that customary closing costs up to **Two Hundred and 00/100 Dollars (\$200.00)** and broker commissions of **Six Hundred Fifty and 00/100 Dollars (\$650.00)** 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

LEGAL DESCRIPTIONS

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

W TWELFTH LOT 993 R OAKMANS 12TH ST SUB L34 P90 PLATS, W C R 8/145 32.38 X
100

a/k/a 1906 Clements
Tax Parcel ID 08007869

Description Correct
Engineer of Surveys

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



June 12, 2019

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

**RE: Property Sale
4503 Trumbull and 1520 Lysander, Detroit, MI 48208**

Honorable City Council:

The City of Detroit, Planning and Development Department (“P&DD”) has received an offer from Trumbull Properties, LLC (the “Purchaser”), a Michigan Limited Liability Company, whose address is 25700 W 8 Mile Rd., Southfield, MI 48033, to purchase certain City-owned real properties at 4503 Trumbull and 1520 Lysander, Detroit, MI (the “Properties”). The P&DD entered into a purchase agreement, dated May 22, 2019, with the purchaser. Under the terms of the proposed Purchase Agreement, the properties will be conveyed to the purchaser for the purchase price of Eighty Thousand and 00/100 Dollars (\$80,000.00).

Along with their adjacent property located at 4515 Trumbull, the purchaser proposes to develop Apartments and Residential parking along with retail footage along Trumbull. Currently, the properties are within a B4 zoning district (General Business District). The Purchaser’s use of the properties as mixed-use residential units along with commercial retail space is a conditional use which shall require the purchaser to obtain approval in order to utilize the properties as they intend. The Purchaser shall apply for and obtain rezoning of the properties or a special or conditional use permit or variance regarding the properties prior to closing and the consummation of this sale. The properties shall be transferred subject to a reverter interest, requiring the purchaser to obtain a Certificate of Occupancy for mixed-use or residential development with a minimum of 10 residential units within thirty six (36) months for the properties.

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

Respectfully submitted,

Janet Attarian
Deputy Director

cc: Stephanie Washington, Mayor’s Office

TY CLERK 14 JUN 2019 10:45:13

RESOLUTION

BY COUNCIL MEMBER _____

NOW, THEREFORE, BE IT RESOLVED, that Detroit City Council hereby approves of the sale of certain real property at 4503 Trumbull and 1520 Lysander, Detroit, MI (the “Properties”), as more particularly described in the attached Exhibit A incorporated herein, to Trumbull Properties, LLC (the “Purchaser”) for the purchase price of Eighty Thousand and 00/100 Dollars (\$80,000.00); and be it further

RESOLVED, that the Director of the Planning and Development Department, or his authorized designee, is authorized to execute a quit claim deed and such other documents necessary or convenient to effect transfer of the Properties to the Purchaser consistent with this resolution; and be it further

RESOLVED, the properties shall be transferred subject to a reverter interest, requiring the purchaser to obtain a Certificate of Occupancy for a mixed-use or residential development with a minimum of 10 residential units within thirty six (36) months; 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) Four Thousand Eight Hundred and 00/100 Dollars (\$4,800.00) shall be paid to the DBA from the sale proceeds, 2) Four Thousand and 00/100 Dollars (\$4,000.00) shall be paid to the DBA’s real estate brokerage firm from the sale proceeds and 3) customary closing costs up to Two Hundred and 00/100 Dollars (\$200.00) shall be paid from the sale proceeds; and be it further

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

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

(See Attached Exhibit A)

EXHIBIT A

LEGAL DESCRIPTION

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

Parcel 1

W TRUMBULL E 87.18 FT OF S 46 FT 1 BLK LOT 14 AVERY & MURPHYS SUB L9 P42
PLATS, W C R 8/52 46 X 87.18

a/k/a 4503 Trumbull
Tax Parcel ID 08005872

Parcel 2

W TRUMBULL E 87.18 FT OF S 46 FT 1 BLK LOT 14 AVERY & MURPHYS SUB L9 P42
PLATS, W C R 8/52 46 X 87.18

a/k/a 1520 Lysander
Tax Parcel ID 08001275



June 12, 2019

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

RE: Property Sale
15222 & 15226 W Grand River, Detroit, MI 48227

Honorable City Council:

The City of Detroit, Planning and Development Department (“P&DD”) has received an offer from Atcom, L.L.C. (the “Purchaser”), a Michigan Limited Liability Company, whose address is 27600 Northwestern Hwy, Suite 200, Southfield, MI 48034, to purchase certain City-owned real property at 15222 and 15226 W Grand River, Detroit, MI (the “Property”). The P&DD entered into a purchase agreement, dated April 26, 2019, with the purchaser. Under the terms of the proposed Purchase Agreement, the properties will be conveyed to the purchaser for the purchase price of Eight Thousand One Hundred and 00/100 Dollars (\$8,100.00).

The purchaser proposes to develop the properties in to a parking lot in support of the footlocker which recently opened at 15280 W Grand River. Currently, the properties are within a B3 zoning district (Shopping District). The purchaser’s proposed use of the properties shall be consistent with the allowable uses for which the properties is zoned.

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

Respectfully submitted,

Janet Attarian
Deputy Director

cc: Stephanie Washington, Mayor’s Office

CITY CLERK 14 JUN 2019 09:41:13

RESOLUTION

BY COUNCIL MEMBER _____

NOW, THEREFORE, BE IT RESOLVED, that Detroit City Council hereby approves of the sale of certain real property at 15222 and 15226 W Grand River, Detroit, MI (the "Properties"), as more particularly described in the attached Exhibit A incorporated herein, to Atcom, L.L.C. (the "Purchaser") for the purchase price of Eight Thousand One Hundred and 00/100 Dollars (\$8,100.00); and be it further

RESOLVED, that the Director of the Planning and Development Department, or his authorized designee, is authorized to execute a quit claim deed and such other documents necessary or convenient to effect transfer of the properties to the Purchaser consistent with this resolution; and be it further

RESOLVED, that the following Property Sales Services Fees be paid from the sale proceeds pursuant to the City's Property Management Agreement with the Detroit Building Authority ("DBA"): 1) Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) shall be paid to the DBA from the sale proceeds, 2) Four Hundred Five and 00/100 Dollars (\$405.00) shall be paid to the DBA's real estate brokerage firm from the sale proceeds and 3) customary closing costs up to Two Hundred and 00/100 Dollars (\$200.00) shall be paid from the sale proceeds; and be it further

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

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

(See Attached Exhibit A)

EXHIBIT A

LEGAL DESCRIPTION

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

Parcel 1

N GRAND RIVER LOT 1241 B E TAYLORS MONMOOR SUB NO 4 L36 P65 PLATS, W C
R 22/114 20 IRREG

a/k/a 15222 W Grand River
Tax Parcel ID 22008290

Parcel 2

N GRAND RIVER LOT 1242 B E TAYLORS MONMOOR SUB NO 4 L36 P65 PLATS, W C
R 22/114 39.04 IRREG

a/k/a 15226 W Grand River
Tax Parcel ID 22008289



CITY OF DETROIT
PLANNING AND DEVELOPMENT DEPARTMENT



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

March 7, 2019

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

**RE: Property Sale
7016 Michigan Ave., Detroit, MI 48210**

Honorable City Council:

The City of Detroit, Planning and Development Department (“P&DD”) has received an offer from SKC Investments, LLC (“SKC”), a Michigan Domestic Limited Liability Company, to purchase certain City-owned real property at 7016 Michigan Ave., Detroit, MI (the “Property”) for the purchase price of Eight Thousand and 00/100 Dollars (\$8,000.00).

SKC currently owns Detroit K-9, Pet Supply located on the adjacent lot at 7020 Michigan. SKC proposes to purchase the Property in order to utilize it as additional parking for their adjacent business. Currently, 7016 Michigan is within a B4 zoning district (General Business District). SKC’s use of the Property shall be consistent with the allowable uses for which the Property is zoned.

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

Respectfully submitted,

Janet Attarian
Deputy Director

cc: Stephanie Washington, Mayor’s Office

CITY CLERK 14 JUN 2019 8:44:19

RESOLUTION

BY COUNCIL MEMBER: _____

NOW, THEREFORE, BE IT RESOLVED, that Detroit City Council hereby approves of the sale of certain real property at 7016 Michigan, Detroit, MI (the "Properties"), as more particularly described in the attached Exhibit A incorporated herein, to SKC Investment, LLC ("SKC"), a Michigan limited liability company, for the purchase price of Eight Thousand and 00/100 Dollars (\$8,000.00); and be it further

RESOLVED, that the Director of the Planning and Development Department, or his authorized designee, is authorized to execute a quit claim deed and other such documents necessary or convenient to effect transfer of the Properties to SKC consistent with this resolution; and be it further

RESOLVED, that the following Property Sales Services Fees be paid from the sale proceeds pursuant to the City's Property Management Agreement with the Detroit Building Authority ("DBA"): 1) Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) shall be paid to the DBA from the sale proceeds, 2) Four Hundred and 00/100 Dollars (\$400.00) shall be paid to the DBA's real estate brokerage firm from the sale proceeds and 3) customary closing costs up to Two Hundred and 00/100 Dollars (\$200.00) shall be paid from the sale proceeds; and be it further

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

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

(See Attached Exhibit A)

EXHIBIT A

LEGAL DESCRIPTION


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

N MICHIGAN LOT 4 LARKINS SUB L36 P73 PLATS, WCR 18/415 20 X 100

a/k/a 7016 Michigan Ave.
Tax Parcel ID 18002418.

Description Correct
Engineer of Surveys

By:


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

Map 13C



June 12, 2019

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

RE: Property Sale
9854 Rosa Parks Blvd., Detroit, MI 48206

Honorable City Council:

The City of Detroit, Planning and Development Department (“P&DD”) has received an offer from Max Ed Out Design, LLC (the “Purchaser”), a Michigan Limited Liability Company, whose address is 2280 Peters, Ann Arbor, MI 48103, to purchase certain City-owned real property at 9854 Rosa Parks Blvd., Detroit, MI (the “Property”). The P&DD entered into a purchase agreement, dated April 23, 2019, with the purchaser. Under the terms of the proposed Purchase Agreement, the property will be conveyed to the purchaser for the purchase price of Six Thousand Seven Hundred Twenty and 00/100 Dollars (\$6,720.00).

The purchaser proposes to utilize the existing structure located on the property to open a general store with a café, as well as a seasonal farmer’s market. Currently, the property is within a B4 zoning district (General Business District). The purchaser’s proposed use of the property shall be consistent with the allowable uses for which the property is zoned.

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

Respectfully submitted,

Janet Attarian
Deputy Director

cc: Stephanie Washington, Mayor’s Office

CITY CLERK 14 JUN 2019 4:41:23

RESOLUTION

BY COUNCIL MEMBER _____

NOW, THEREFORE, BE IT RESOLVED, that Detroit City Council hereby approves of the sale of certain real property at 9854 Rosa Parks Blvd., Detroit, MI (the "Property"), as more particularly described in the attached Exhibit A incorporated herein, to Max Ed Out Design, LLC (the "Purchaser") for the purchase price of Six Thousand Seven Hundred Twenty and 00/100 Dollars (\$6,720.00); and be it further

RESOLVED, that the Director of the Planning and Development Department, or his authorized designee, is authorized to execute a quit claim deed and such other documents necessary or convenient to effect transfer of the property to the Purchaser consistent with this resolution; and be it further

RESOLVED, that the following Property Sales Services Fees be paid from the sale proceeds pursuant to the City's Property Management Agreement with the Detroit Building Authority ("DBA"): 1) Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) shall be paid to the DBA from the sale proceeds, 2) Three Hundred Thirty Six and 00/100 Dollars (\$336.00) shall be paid to the DBA's real estate brokerage firm from the sale proceeds and 3) customary closing costs up to Two Hundred and 00/100 Dollars (\$200.00) shall be paid from the sale proceeds; and be it further

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

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

(See Attached Exhibit A)

EXHIBIT A

LEGAL DESCRIPTION

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

E TWELFTH N 3 FT 42 41 S 16 FT LOT 40 STEWART SUB L34 P55 PLATS, W C R 8/132 40
X 100

a/k/a 9854 Rosa Parks
Tax Parcel ID 08007709



M3

June 12, 2019

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

**RE: Property Sale
1288 Solvay, Detroit, MI 48210**

Honorable City Council:

The City of Detroit, Planning and Development Department (“P&DD”) has received an offer from Jacob’s Construction Inc. (the “Purchaser”), a Michigan for profit corporation, whose address is 805 N Cedar Rd., P.O. Box 252, Mason, MI 48854, to purchase certain City-owned real property at 1288 Solvay, Detroit, MI (the “Property”). The P&DD entered into a purchase agreement, dated May 22, 2019, with the purchaser. Under the terms of the proposed Purchase Agreement, the property will be conveyed to the purchaser for the purchase price of Three Thousand Five Hundred and 00/100 Dollars (\$3,500.00).

The Purchaser’s registered agent, through another single purpose LLC, recently purchased an adjacent property at 1321 Wheelock. The Purchaser intends to obtain 1288 Solvay in order to utilize it as a lot for their construction company. The purchaser stated that they wish to clean up the lot and fence it in to connect the two lots. Currently, the property is within an M3 zoning district (General Industrial District). The purchaser’s proposed use of the property shall be consistent with the allowable uses for which the property is zoned.

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

Respectfully submitted,

Janet Attarian
Deputy Director

cc: Stephanie Washington, Mayor’s Office

CITY CLERK 14 JUN 2019 8:41:12

RESOLUTION

BY COUNCIL MEMBER _____

NOW, THEREFORE, BE IT RESOLVED, that Detroit City Council hereby approves of the sale of certain real property at 1288 Solvay, Detroit, MI (the "Property"), as more particularly described in the attached Exhibit A incorporated herein, to Jacob's Construction Inc. (the "Purchaser") for the purchase price of Three Thousand Five Hundred and 00/100 Dollars (\$3,500.00); and be it further

RESOLVED, that the Director of the Planning and Development Department, or his authorized designee, is authorized to execute a quit claim deed and such other documents necessary or convenient to effect transfer of the Property to the Purchaser consistent with this resolution; and be it further

RESOLVED, that the following Property Sales Services Fees be paid from the sale proceeds pursuant to the City's Property Management Agreement with the Detroit Building Authority ("DBA"): 1) Two Hundred Ten and 00/100 Dollars (\$210.00) shall be paid to the DBA from the sale proceeds, 2) One Hundred Seventy Five and 00/100 Dollars (\$175.00) shall be paid to the DBA's real estate brokerage firm from the sale proceeds and 3) customary closing costs up to Two Hundred and 00/100 Dollars (\$200.00) shall be paid from the sale proceeds; and be it further

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

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

(See Attached Exhibit A)

EXHIBIT A

LEGAL DESCRIPTION

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

E SOLVAY LOT 292 THRU LOT 294 MOSES W FIELDS SUB L7 P62 PLATS, W C R 18/140
15483 SQ FT

a/k/a 1288 Solvay
Tax Parcel ID 18009426



June 14, 2019

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

RE: Property Sale
239 Edmund Place, Detroit, MI 48201

Honorable City Council:

The City of Detroit, Planning and Development Department (“P&DD”) has received an offer from New Beginnings Land Development, LLC (the “Purchaser”), a Michigan Limited Liability Company, whose address is 808 Chesterfield Ave., Birmingham, Michigan 48009, to purchase certain City-owned real property at 239 Edmund Pl., Detroit, MI (the “Property”) for the purchase price of Fifty Thousand and 00/100 Dollars (\$50,000.00).

The Purchaser acquired the adjacent property, located at 229 Edmund Place, from the Detroit Land Bank Authority in September 2017. Together with this adjacent property the Purchaser intends to construct a six car carriage house. 239 Edmund Pl is within a PD zoning district (Planned Development District). Because of this zoning, the Purchaser’s use of the property must be reviewed by the City Planning Commission before any construction or rehabilitation may be initiated. The Purchaser shall apply for and obtain approval of their proposed site plan for the Property prior to closing and consummation of this sale.

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

Respectfully submitted,

Janet Attarian
Deputy Director

CITY CLERK 2019 JUN 14 10:15 AM

cc: Stephanie Washington, Mayor’s Office

RESOLUTION

BY COUNCIL MEMBER: _____

NOW, THEREFORE, BE IT RESOLVED, that Detroit City Council hereby approves of the sale of certain real property at 239 Edmund Pl., Detroit, MI (the "Property"), as more particularly described in the attached Exhibit A incorporated herein, to New Beginnings Land Development, LLC (the "Purchaser") for the purchase price of Fifty Thousand and 00/100 Dollars (\$50,000.00).; and be it further

RESOLVED, that the Director of the Planning and Development Department, or his authorized designee, is authorized to execute a quit claim deed and other such documents necessary or convenient to effect transfer of the Property to the Purchaser consistent with this resolution; and be it further

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

RESOLVED, that the 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

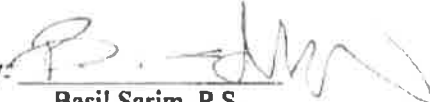
Land in the City of Detroit, County of Wayne and State of Michigan being:

North Edmund Place East, the West 36.5 feet of the East 40 feet of Lot 9 Block 7 BRUSH
PARK SUBDIVISION of part of Park Lots 14 and 15 as recorded in Liber 2, Page 25 of
PLATS, Wayne County Records 1/43 36.5 X 150

Commonly known as: 239 Edmund Place

Parcel ID No. 01000719-0

Description Correct
Engineer of Surveys

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

Map 29 E
F



75

June 14, 2019

Honorable City Council

Re: Extension Agreement for JLA and JLA Garage Development Agreement dated December 10, 2014

The City, Financial Guaranty Insurance Company (“FGIC”), and the State of Michigan are parties to a Development Agreement dated December 10, 2014 (the “Development Agreement”) pertaining to the redevelopment of the Joe Louis Arena site (the “JLA”) and the Joe Louis Arena Garage (the “Garage”). FGIC assigned its rights under the Development Agreement to Gotham Motown Recovery, LLC, a Delaware limited liability company (“Developer”), and Developer assumed the obligations under the Development Agreement.

This Honorable Body previously approved an extension of the Development Agreement to give the Developer additional time to present a development proposal. The City’s demolition of the JLA required by the terms of the Development Agreement will not be completed in the time allowed under the Development Agreement. Accordingly, the City and Developer are seeking this Honorable Body’s approval of a further extension of the Development Agreement upon the terms and conditions and substantially in the form and substance of the “Extension Agreement” attached as Exhibit A (the “Extension Agreement”).

We request that your Honorable Body adopt the attached resolution to approve the extension of the Development Agreement and to authorize the Director of P&DD to execute an “Extension Agreement.”

Respectfully submitted,


Maurice Cox



WHEREAS, the City, Financial Guaranty Insurance Company (“FGIC”), and the State of Michigan are parties to that certain Development Agreement dated December 10, 2014 (the “Original Development Agreement”) pertaining to certain real property comprising the Joe Louis Arena and the associated Joe Louis Arena parking garage, as further described and defined in the Development Agreement.

WHEREAS, FGIC has transferred and assigned its rights and obligations under the Development Agreement to Developer, and Developer has assumed the liabilities and obligations of FGIC under the Development Agreement.

WHEREAS, The Original Development Agreement has been amended by the First Amendment to Development Agreement fully executed by Developer and the City as of July 24, 2018 (the “First Amendment”) (the Original Development Agreement and the First Amendment being collectively referred to herein as the “Development Agreement”)

WHEREAS, under Section 5(H) of the Development Agreement, the City agreed to commence Demolition of the JLA promptly upon expiration of the JLA Lease, and to complete the Demolition within one year thereafter.

WHEREAS, demolition has commenced and is under way, but the required Demolition and Sufficient Environmental Remediation will not be completed within one year.

WHEREAS, the parties wish to further extend the Development Agreement Deadlines to account for delays in the completion of the Demolition, upon terms and conditions and substantially in the form and substance of the “Extension Agreement” attached as Exhibit A (the “Extension Agreement”).

NOW, THEREFORE, BE IT RESOLVED, that the extension of the Development Agreement upon the terms and conditions and substantially in the form and substance of the “Extension Agreement” attached as Exhibit A is hereby approved; and be it further

RESOLVED, that the Director of the Planning and Development Department, or his or her designee, is authorized to execute the Extension Agreement.



EXHIBIT A

Extension Agreement

EXTENSION AGREEMENT

THIS EXTENSION AGREEMENT (this "Agreement") is made and entered into as of June __, 2019, by and between Gotham Motown Recovery, LLC, a Delaware limited liability company ("Developer"), and the City of Detroit (the "City") acting through its Planning & Development Department ("PDD").

RECITALS

A. The City, Financial Guaranty Insurance Company ("FGIC"), and the State of Michigan executed that certain Development Agreement dated December 10, 2014 (the "Original Development Agreement") pertaining to certain real property comprising the Joe Louis Arena and the associated Joe Louis Arena parking garage, as further described and defined in the Development Agreement (the "Property"). The City and Developer are defined in the Original Development Agreement as the "Parties" and pursuant to Section 8 of the Original Development Agreement the City and Developer have the authority to amend the Original Development Agreement.

B. FGIC has transferred and assigned its rights and obligations under the Development Agreement to Developer, and Developer has assumed the liabilities and obligations of FGIC under the Development Agreement, in accordance with Section 13 thereof.

C. The Original Development Agreement has been amended by the First Amendment to Development Agreement fully executed by Developer and the City as of July 24, 2018 (the "First Amendment") (the Original Development Agreement and the First Amendment being collectively referred to herein as the "Development Agreement").

D. Developer has properly exercised its option to acquire the Property pursuant a Notice of Option Exercise dated September 15, 2017.

E. Pursuant the First Amendment, the Development Proposal Deadline (as defined in the Development Agreement) was extended for 18 months to 5:00 p.m. on January 15, 2020 in settlement of certain disputes between the parties.

F. Under Section 5(H) of the Development Agreement, the City agreed to commence Demolition of the JLA promptly (but in no event more than 90 days) after expiration of the JLA Lease, and to complete the Demolition within one year thereafter.

G. The commencement of Demolition was delayed but is now under way. The Demolition and Sufficient Environmental Remediation (as defined in the Development Agreement) will not be completed within the required one year time period.

H. The parties wish to further extend the Development Proposal Deadline and other time periods in the Development Agreement to account for delays in the completion of the Demolition and Sufficient Environmental Remediation.

Accordingly, in consideration of the foregoing and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. Capitalized terms used but not defined in this Agreement shall have the meanings ascribed to them in the Development Agreement.

2. Extension of Demolition Completion. The required completion date for the Demolition (including the Sufficient Environmental Remediation) is hereby extended to and fixed as June 15, 2020. The term "Demolition Commencement Date" is no longer applicable and is hereby removed from the Development Agreement.

3. Extension of the Development Proposal Deadline. The "Development Proposal Deadline" is hereby extended from the current deadline until 5:00 p.m. on June 15, 2021.

4. Extension of Other "Deadlines". Any other notice or request deadlines or other actions having deadlines applicable to Developer or the City under the Development Agreement (each a "Deadline"), including but not limited to, the "Diligence Notice," "Title Objection Notice," "Commencement Deadline" and "Completion Deadline", are hereby extended for twelve (12) months from the current Deadline (the "Extension Period"). Nothing herein prohibits Developer from sending a notice or request or taking any other action under the Development Agreement on or prior to the end of an applicable Extension Period.

5. Notice of Option Exercise. The parties agree that the prior exercise of the Developer's option to acquire the Property remains effective and Developer is not required to send a new Notice of Option Exercise as a result of this Agreement or any prior extensions or amendments.

6. Development Agreement to Remain in Effect. Except as otherwise amended by this Agreement, all of the terms and conditions of the Development Agreement shall remain in full force and effect. To the extent of any conflict between the Development Agreement and this Agreement, the terms and provisions of this Agreement shall govern and control. Developer and City hereby agree that (a) this Agreement is incorporated into and made a part of the Development Agreement, and (b) any and all references to the Development Agreement hereinafter shall include this Agreement.

7. Counterparts. This Agreement may be signed with counterpart signature pages or in any number of counterparts all of which taken together shall constitute the same Agreement. Delivery by a party via facsimile or PDF transmission of an executed counterpart signature page or an executed counterpart of this Agreement shall have the same binding effect on such party as a delivery by it of an original signature.

8. No Strict Construction. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties, and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

City of Detroit

By: _____

Name: Maurice Cox
Title: PDD Director

Gotham Motown Recovery, LLC

By: Financial Guaranty Insurance Company, as its managing member

By: _____

Name: Derek M. Donnelly
Title: Senior Managing Director



City of Detroit
Department of Public Works



Coleman A Young Municipal Center
2 Woodward Ave, Suite 611
Detroit, MI 48226
(313) 224-3901
www.detroitmi.gov

June 12, 2019

Honorable City Council:

RE: Petition No. 893: The Greek, 535 Monroe, requests permission to provide Outdoor Café Service. This service will be seasonal, and will convene April 1st through November 30th, yearly with yearly administrative review, from the date of your Honorable Body's approval.

The Department of Public Works (DPW) who has jurisdiction over temporary encroachment in the public right-of-way, for Outdoor Café use, has approved this request contingent upon the petitioner's compliance with applicable City ordinance related to outdoor café activities and the remittance of the annual use-permit fee to the DPW.

The Detroit Health Department (DHD) has approved this petition, subject to the petitioner's strict adherence to the 199 Food Code, Food Law of 2000 and City Ordinance, Chapter 21. No outdoor grilling is permitted without approval from the Health Department's Food Safety Division.

Approval from the Detroit Police Liquor License Bureau is contingent upon the final action given by the City Council towards the above-referenced petition. Prior approval from the Central District Precinct does not cover serving liquor in outdoor café area until the Detroit Police Liquor License Bureau has given approval.

The Department of Public Works/ Traffic Engineering Division (DPW/TED) has approved this request contingent upon the petitioner's compliance with provided DPW/TED instructions.

The Legislative Policy Division has reviewed the petitioner's request and issued their approval with no objections.

It is the recommendation of DPW that the petitioner's request be granted subject to the terms and conditions provided in the attached Resolution and that this service will convene April 1st through November 30th yearly with yearly administrative review from the date of your Honorable Body's approval.

Respectfully submitted,

Chisara Brown, Mobility Planner

CC: Caitlin Malloy Marcon, Deputy Director Complete Streets Division

CITY CLERK 2019 JUN 12 PM 4:22



City of Detroit
Department of Public Works

Coleman A Young Municipal Center
2 Woodward Ave, Suite 611
Detroit, MI 48226
(313) 224-3901
www.detroitmi.gov

PROVIDED, That the designated outdoor seating area shall be properly identified through the use of clear delineation in order to regulate and control the serving of liquor within the perimeter of the café;
and

PROVIDED, That the outline and location of the outdoor café is not to be different from the site plan approved by the DPW/CSD; and

PROVIDED, That if any tent, canopy or other enclosure is to be utilized on the subject site, the applicant shall secure prior approval from Building, Safety Engineering & Environmental Department and the Department of Public Works/City Engineering Division; and

PROVIDED, That all physical barriers and fixtures shall be removed from the public right-of-way during the months of non-operation and placed in storage; and

PROVIDED, That a certified copy of this Resolution shall be recorded with the Office of the Register of Deeds for Wayne County at the "permittee's" expense;

Adopted as follows:

Yeas-

Nays-

City of Detroit
OFFICE OF THE CITY CLERK

Janice M. Winfrey
City Clerk

Caven West
Deputy City Clerk/Chief of Staff

DEPARTMENTAL REFERENCE COMMUNICATION

Wednesday, May 29, 2019

To: The Department or Commission Listed Below

From: Janice M. Winfrey, Detroit City Clerk

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

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

DPW - CITY ENGINEERING DIVISION PLANNING AND DEVELOPMENT DEPARTMENT

893 *The Greek, request for a Seasonal Outdoor Café Permit for the property located at 535 Monroe, Detroit, MI*



APPLICATION FOR SEASONAL OUTDOOR CAFÉ PERMIT:

NOTE: ALL APPLICANTS MUST SUBMIT ZONING CLEARANCE WITH THIS FORM BEFORE YOU CAN BEGIN OUTDOOR CAFÉ PROCESS. PLEASE PROCEED TO BSEED – ZONING SECTION, SUITE 401.

PETITIONER'S INFORMATION:
 THE GREEK 313.209.6667 thegreekdetroit@gmail.com
 (PETITIONER'S NAME) (TELEPHONE NUMBER) (EMAIL ADDRESS)
 535 MOURDE AVE DETROIT MI 48226
 (PETITIONER'S ADDRESS) (CITY) (STATE) (ZIP)

OWNER'S INFORMATION:
 ZINA KARADIMAS 248.866.2299 thegreekdetroit@gmail.com
 (OWNER'S NAME) (TELEPHONE NUMBER) (EMAIL ADDRESS)
 4053 BARNABY CT WEST BLOOMFIELD MI 48323
 (OWNER'S ADDRESS) (CITY) (STATE) (ZIP)

OUTDOOR CAFÉ INFORMATION: (CAFÉ NAME) THE GREEK
 (CAFÉ ADDRESS) (CITY) (STATE) (ZIP)

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

WILL OUTDOOR CAFÉ BE: OPEN ENCLOSED FIXED AWNING

DO YOU SERVE ALCOHOL? YES NO

 (OWNER'S SIGNATURE) (DATE)

[FOR DEPARTMENT USE ONLY]

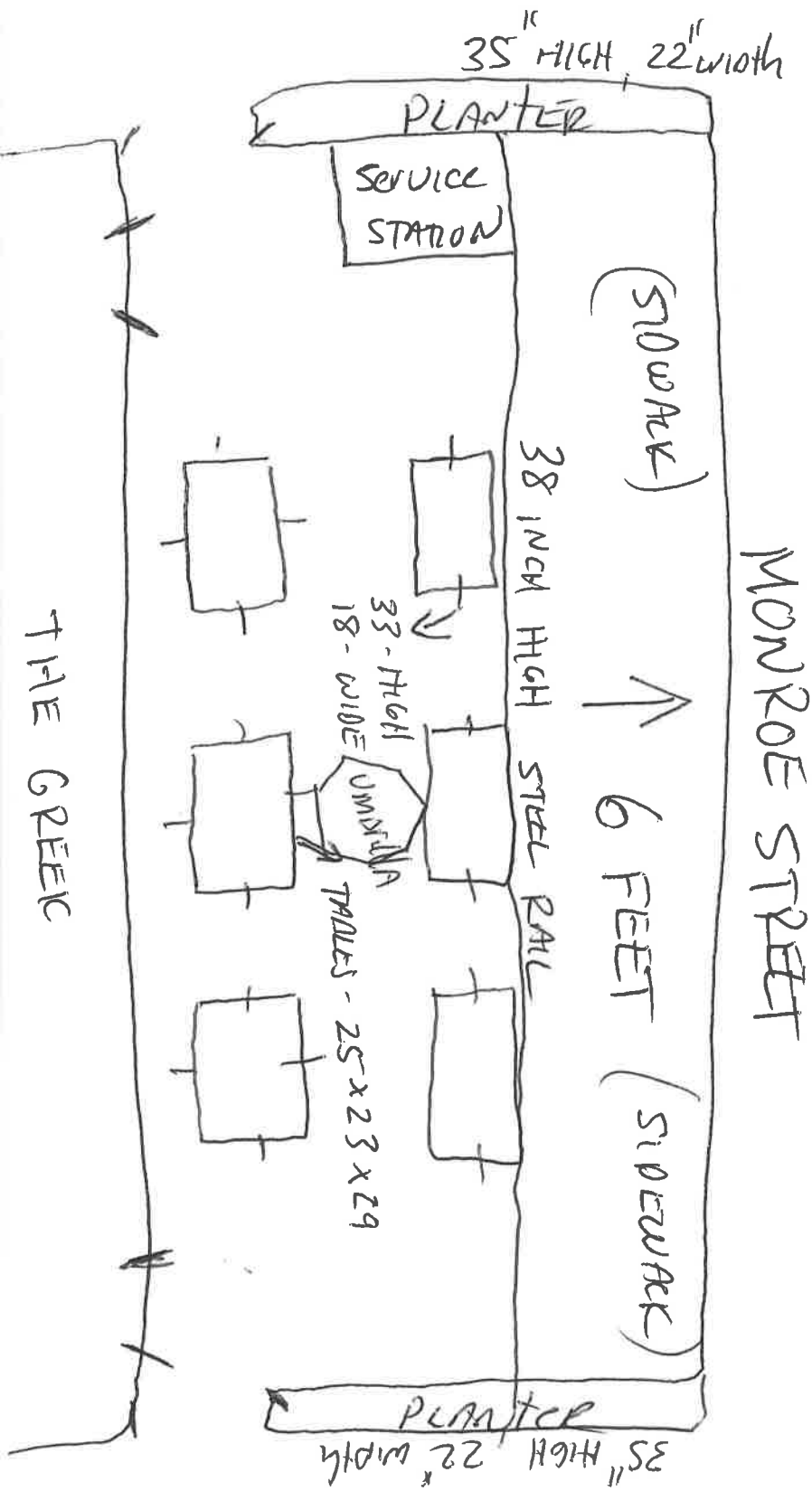
APPROVED BY: _____ DATE: _____
 DENIED BY: _____ DATE: _____
 COMMENTS: _____

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

- 11"x17" Site Plan of 1"=10' Scale, depicting dimensions of seating area and its setbacks from the street curb and any obstructions in the right-of-way, (i.e. parking meter, tree trunk and light pole). A Location Map with the north arrow of the subject site should be provided on the site plan.
- 11"x17" Floor Plan of 1/8" or 1/4"=1' Scale, showing layout of the tables and chairs, service corridor dimensions and location. In addition, show elevation, type and height of fencing including fastening details.
- 11" x 17" Elevation Plan of 1/4"=1' Scale, and photos for section of the right-of-way and building in question.

(See Attached Sample Plans)

(NEW VERSION)



38" high, 22" width

PLANTER

SERVICE STATION

Rail: 38" high

MONROE STREET

Patio: 36' long, 117" wide

Tables: 25" x 23" x 29"

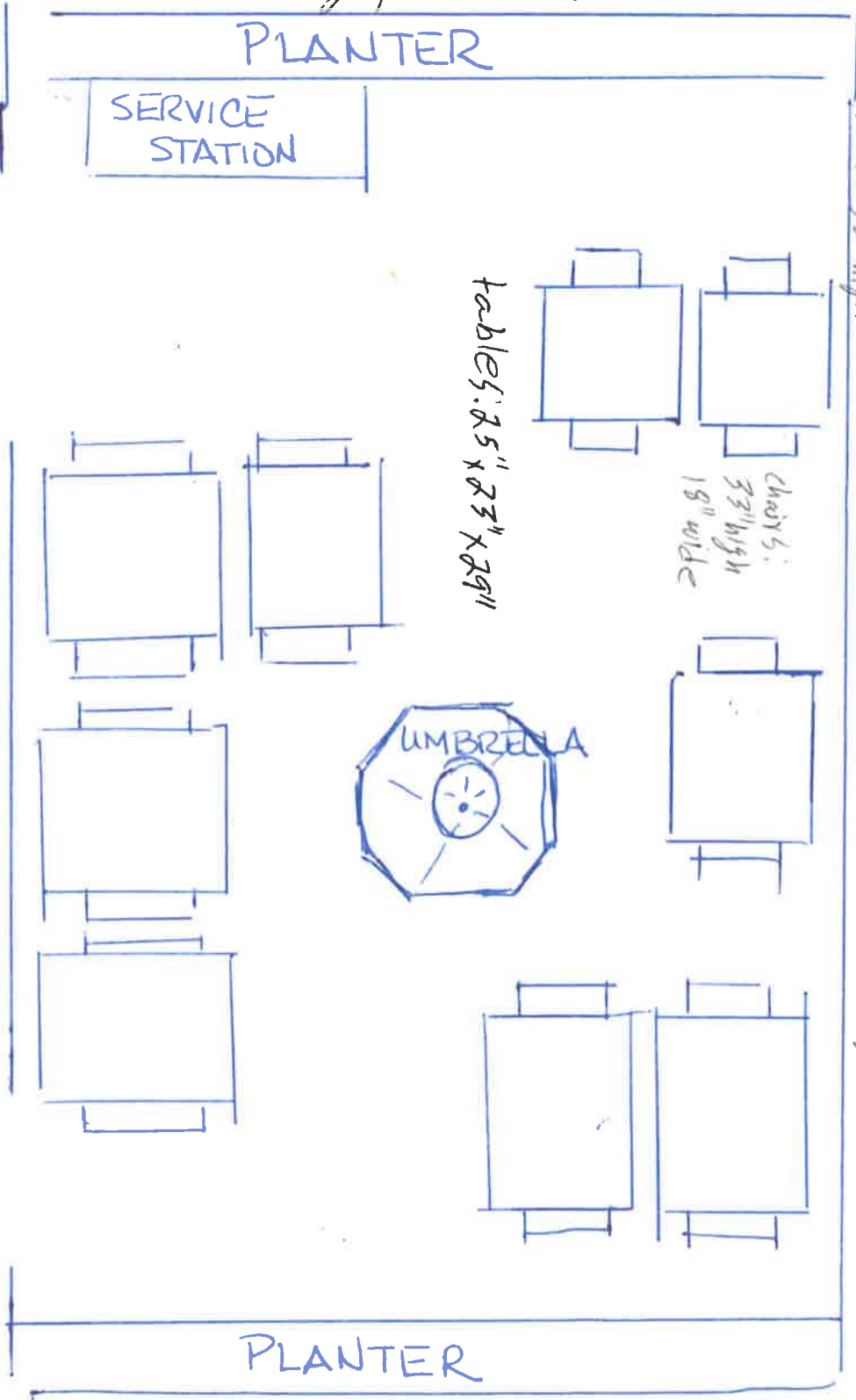
Chairs: 33" high 18" wide



SIDEWALK

PLANTER

THE GREEK





City of Detroit


CITY COUNCIL

MARY SHEFFIELD
COUNCIL PRESIDENT PRO TEM MARY SHEFFIELD
DISTRICT 5

MEMORANDUM

TO: Council President Brenda Jones

THRU: Council Member James Tate, Chair, Planning & Economic Development

FROM: Council President Pro Tem Mary Sheffield 

DATE: June 13, 2019

RE: 12th Street Renaming Resolution

Please see attached resolution for 12th Street renaming resolution via the home rule act.

Should you have any questions contact my office.

CC: Honorable Colleagues

CITY CLERK 2019 JUN 13 PM 2:59

BY COUNCIL MEMBER _____ :

WHEREAS, The intersection of Rosa Parks Boulevard and Clairmount Avenue is historically and culturally significant in the City of Detroit and the national stage, being the location and starting point of the 1967 uprising, which resulted in five days of civil unrest; and

WHEREAS, In 1967, 12th Street (now Rosa Parks Boulevard), was part of a dense strip of small businesses from Atkinson Street to Grand Boulevard, which as a result of the civil unrest began to vanish block by block for the next fifty years; and

WHEREAS, The Planning and Development Department has engaged with the Rosa Parks - Clairmount neighborhood in an ongoing planning effort to implement a Rosa Parks – Clairmount neighborhood revitalization framework plan envisioned for the Rosa Parks – Clairmount neighborhood; and

WHEREAS, During the course of this planning process, the Rosa Parks – Clairmount community has determined that in an effort to preserve this history and culture of the neighborhood commemorative “12th Street” street signs should be erected on Rosa Parks Boulevard between Atkinson and W. Grand Boulevard; and

WHEREAS, the Rosa Parks – Clairmount community through the petitions lead by the nonprofit organization, Brothers Always Together, submitted a petition, supporting signatures and letters of support, requests that at least one sign be hung at Clairmount and Rosa Parks Blvd for their 52nd Commemoration of 12th Street from July 26-28, 2019; and

WHEREAS, While this request does not meet the requirements for an honorary secondary street sign nor the requirements for the renaming of street as prescribed by Chapter 50 – Streets, Sidewalks and Other Public Places of the Detroit City Code, the Detroit City Council does have the authority to authorize such an action via the Home Rule Act. **NOW THEREFORE BE IT**

RESOLVED, That the Detroit City Council authorizes the design, manufacture and installation of secondary “12th Street” street signs to be erected on Rosa Parks Boulevard between Atkinson Street and W. Grand Boulevard. **BE IT FURTHER**

RESOLVED, That the cost of the design, manufacture and installation of the aforementioned signs be assessed to Department of Pubic Works to be paid for through the Road Bond funding for the Rosa Parks Boulevard streetscape project. **BE IT FINALLY**

RESOLVED, A certified copy of the resolution shall be transmitted by the city clerk to the fire department, historical department, police department, department of public works and its city engineering and traffic engineering divisions, recreation department, department of transportation, and the United States Postal Service.