

FORMAL SESSION

REFERRAL

10-22-19.

**PUBLIC HEALTH
AND SAFETY
STANDING
COMMITTEE**



October 15, 2019

TO: HONORABLE CITY COUNCIL

Re: Contracts and Purchase Orders Scheduled to be considered at the Formal Session for October 1, 2019

Please be advised that the Contract listed was submitted on September 27, 2019 for the City Council Agenda for October 1, 2019 has been amended as follows:

1. The **Contract Number** was Submitted Incorrectly by the Buyer in the Office of Contracting and Procurement. Please see the correction(s) below:

Submitted as: Page 1

AIRPORT

6002335 100% City Funding – To Provide Consulting Services for Airport Planning, Architectural/Engineering Design, and Construction Administration Services on an As Needed Basis Pursuant to the City’s Five (5) Year Airport Capital Improvement Plan (ACIP), including the General Consulting and Advisement on Airport Development Issues to Complete the Airport’s ALP Update, Reflecting and including such Projects as Master Plan Study, Update RSA Study, Runway 7-25 and RSA Improvements. – Contractor: Kimley-Horn of Michigan – Location: 421 Fayetteville Street Suite 600, Raleigh, North Carolina, 27601 – Contract Period: Upon City Council Approval through 2024 – Total Contract Amount: \$2,500,000.00

Submitted as: Page 1

AIRPORT

6002337 100% City Funding – To Provide Consulting Services for Airport Planning, Architectural/Engineering Design, and Construction Administration Services on an As Needed Basis Pursuant to the City’s Five (5) Year Airport Capital Improvement Plan (ACIP), including the General Consulting and Advisement on Airport Development Issues to Complete the Airport’s ALP Update, Reflecting and including such Projects as Master Plan Study, Update RSA Study, Runway 7-25 and RSA Improvements. – Contractor: Kimley-Horn of Michigan – Location: 421 Fayetteville Street Suite 600, Raleigh, North Carolina, 27601 – Contract Period: Upon City Council Approval through 2024 – Total Contract Amount: \$2,500,000.00

Respectfully Submitted,

Boysie Jackson
Chief Procurement Officer
BJ/AV

BY COUNCIL MEMBER: _____

RESOLVED, that **Contract #6002337** referred to in the foregoing communication dated September 27, 2019 be hereby and is approved.

**OFFICE OF CONTRACTING
AND PROCUREMENT**

October 16, 2019

HONORABLE CITY COUNCIL:

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

6001919 100% City Funding – To Provide the Assignment of Contract 6001919 from BDM Transport, LLC to Black Circle, LLC for Moving Services. – Contractor: Black Circle, LLC – Location: 19785 W 12 Mile Road Number 561, Southfield, MI 48076 – Contract Period: March 6, 2019 through March 5, 2021 – Total Contract Amount: \$250,000.00. **DEPARTMENT OF TRANSPORTATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER **BENSON**

RESOLVED, that Contract No. 6001919 referred to in the foregoing communication dated October 16, 2019, be hereby and is approved.

OFFICE OF CONTRACTING
AND PROCUREMENT

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October 16, 2019

HONORABLE CITY COUNCIL:

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

6002378 100% City Funding – To Provide Residential Rehab at 4586 Farmbrook for the Bridging Neighborhood Program. – Contractor: Clark's Construction Company – Location: 18109 Livernois, Detroit, MI 48221 – Contract Period: Upon City Council Approval through October 1, 2020 – Total Contract Amount: \$57,147.20.
HOUSING AND REVITALIZATION

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER BENSON

RESOLVED, that Contract No. 6002378 referred to in the foregoing communication dated October 16, 2019, be hereby and is approved.

OFFICE OF CONTRACTING
AND PROCUREMENT

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October 16, 2019

HONORABLE CITY COUNCIL:

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

3036572 100% Grant Funding – To Provide Graykey Software Used to Access Cell Phones which Helps Investigations in the Major Crimes Unit. – Contractor: Grayshift, LLC – Location: 931 Monroe Drive NE Suite A102-340, Atlanta, GA 30308 – Contract Period: Upon City Council Approval through October 14, 2021 – Total Contract Amount: \$30,075.00. **POLICE**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER _____ **BENSON** _____

RESOLVED, that Contract No. 3036572 referred to in the foregoing communication dated October 16, 2019, be hereby and is approved.

OFFICE OF CONTRACTING
AND PROCUREMENT

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October 16, 2019

HONORABLE CITY COUNCIL:

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

3036684 100% Federal Funding – To Provide Three (3) Furnished Service Truck Step Vans. – Contractor: Wolverine Freightliner Eastside – Location: 107 S Groesbeck Highway, Mount Clemens, MI 48043 – Contract Period: Upon City Council Approval through October 12, 2020 – Total Contract Amount: \$768,684.00.
TRANSPORTATION

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER _____ **BENSON** _____

RESOLVED, that Contract No. 3036684 referred to in the foregoing communication dated October 16, 2019, be hereby and is approved.

OFFICE OF CONTRACTING
AND PROCUREMENT

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October 16, 2019

HONORABLE CITY COUNCIL:

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

3037719 100% City Funding – To Provide an Emergency Demolition for Residential Property, 2251 Grand. – Contractor: DMC Consultants, Inc. – Location: 13500 Foley, Detroit, MI 48227 – Contract Period: Upon City Council Approval through October 1, 2020 – Total Contract Amount: \$23,600.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER _____ **BENSON**

RESOLVED, that Contract No. 3037719 referred to in the foregoing communication dated October 16, 2019, be hereby and is approved.

OFFICE OF CONTRACTING
AND PROCUREMENT

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October 16, 2019

HONORABLE CITY COUNCIL:

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

3037761 100% City Funding – To Provide an Emergency Demolition for the Following Residential Properties, 6801 Covert and 13516 Fenelon. – Contractor: Inner City Contracting – Location: 18701 Grand River, Detroit, MI 48223 – Contract Period: Upon City Council Approval through September 29, 2020 – Total Contract Amount: \$36,250.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER _____ **BENSON**

RESOLVED, that Contract No. 3037761 referred to in the foregoing communication dated October 16, 2019, be hereby and is approved.

OFFICE OF CONTRACTING
AND PROCUREMENT

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October 16, 2019

HONORABLE CITY COUNCIL:

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

3038026 100% City Funding – To Provide an Emergency Demolition for the Following Residential Properties, 6215 Commonwealth, 15716 Pierson and 12825 Stout. – Contractor: Inner City Contracting – Location: 18701 Grand River, Detroit, MI 48223 – Contract Period: Upon City Council Approval through October 1, 2020 – Total Contract Amount: \$52,640.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER _____ **BENSON**

RESOLVED, that Contract No. 3038026 referred to in the foregoing communication dated October 16, 2019, be hereby and is approved.

OFFICE OF CONTRACTING
AND PROCUREMENT

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October 16, 2019

HONORABLE CITY COUNCIL:

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

3038041 100% City Funding – To Provide an Emergency Demolition for the Following Residential Properties, 3628 Charlevoix, 4877 Guilford and 11561 Wilfred. – Contractor: Gayanga Co. – Location: 1120 W. Baltimore Suite 200, Detroit, MI 48202 – Contract Period: Upon City Council Approval through October 15, 2020 – Total Contract Amount: \$61,643.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER _____ **BENSON**

RESOLVED, that Contract No. 3038041 referred to in the foregoing communication dated October 16, 2019, be hereby and is approved.

OFFICE OF CONTRACTING
AND PROCUREMENT

October 17, 2019



HONORABLE CITY COUNCIL:

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

3038064 100% City Funding – To Provide an Emergency Demolition for the Following Residential Properties, 14135 Montrose and 12869 Srathmoor. – Contractor: Gayanga Co. – Location: 1120 W. Baltimore Suite 200, Detroit, MI 48202 – Contract Period: Upon City Council Approval through October 1, 2020 – Total Contract Amount: \$34,455.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER _____ **BENSON** _____

RESOLVED, that Contract No. 3038064 referred to in the foregoing communication dated October 16, 2019, be hereby and is approved.

OFFICE OF CONTRACTING
AND PROCUREMENT

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October 17, 2019

HONORABLE CITY COUNCIL:

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

3038068 100% City Funding – To Provide an Emergency Demolition for the Following Residential Properties, 7817 Piedmont and 18638 Sunderland. – Contractor: Gayanga Co. – Location: 1120 W. Baltimore Suite 200, Detroit, MI 48202 – Contract Period: Upon City Council Approval through October 15, 2020 – Total Contract Amount: \$34,046.00.

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER BENSON

RESOLVED, that Contract No. 3038068 referred to in the foregoing communication dated October 16, 2019, be hereby and is approved.



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Date: October 8, 2019

HONORABLE CITY COUNCIL

RE: **RECOMMENDATION FOR DEFERRAL**
ADDRESS: 15600 Bringard
NAME: Cros Investment Group, LLC
Demolition Ordered: June 29, 2015

In response to the request for a deferral of the demolition order on the property noted above, the Buildings, Safety Engineering and Environmental Department (BSEED) submits the following information:

A special inspection conducted on, August 9, 2019 (DLBA) that the building is secured and appears to be sound and repairable. The owner has paid all taxes and is current. The proposed use of the property is owner's use and occupancy. **This is the 1st deferral request for this property.**

Therefore, we respectfully recommended that the demolition order be deferred for a period of six months subject to the following conditions:

1. A permit for rehabilitation work shall be applied for within ten (10) business days from the date of the City Council decision.
2. BSEED will schedule a Progress Inspection within forty-five (45) calendar days from the date of the rehabilitation permit to determine whether substantial progress has been made. Thereafter, the owner must submit to BSEED detailed inspection reports, with photos showing evidence of the work completed, every forty-five (45) calendar days, for the duration of the rehabilitation work, to demonstrate that substantial progress has been made during the approved time frame for rehabilitation.
3. The building shall have all imminently hazardous conditions immediately corrected, be maintained, and securely barricaded until rehabilitation is complete. Rehabilitation work is to be completed within six (6) months, at which time the owner will obtain one of the following from this department:
 - Certificate of Acceptance related to building permits
 - Certificate of Approval as a result of a Housing Inspection
 - Certificate of Compliance, required for all rental properties
4. The owner shall not occupy or allow occupancy of the structure without a certificate (as outlined above).
5. The yards shall be maintained clear of overgrown vegetation, weeds, junk and debris at all times.
6. Prior to seeking a permit extension, the owner must contact BSEED and request to extend the deferral period.

We recommend that utility disconnect actions cease to allow the progress of the rehabilitation.

At the end of the deferral period, the owner must contact this department to arrange an inspection to evidence that conditions of the deferral have been satisfied and that there has been substantial progress toward rehabilitation. If the building becomes open to trespass or if conditions of the deferral are not followed, the deferral may be rescinded by the City Council at any time and we may proceed with demolition without further notice. In addition, pursuant to the Property Maintenance Code we will issue a Blight Violation Notice.

Any request exceeding three (3) deferrals must be made by petition to City Council through the office of the City Clerk.

Respectfully submitted,

David Bell
Director

DB:bkd

cc: Cros Investment Group LLC, 10391 E. Outer DR, Detroit, MI 48224
ATTN: Thierry Cross

CITY CLERK 2019 OCT 16 AM 9:21



CITY OF DETROIT
BUILDINGS, SAFETY ENGINEERING AND ENVIRONMENTAL DEPARTMENT

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE, FOURTH FLOOR
DETROIT, MICHIGAN 48226
(313) 224-2733 • TTY:711
WWW.DETROITMI.GOV

Date: October 8, 2019

35

HONORABLE CITY COUNCIL
RE: **RECOMMENDATION FOR DEFERRAL**
ADDRESS: 15123 Rockdale
NAME: Angel L. & Carmen M. Medina
Demolition Ordered: October 16, 2017

In response to the request for a deferral of the demolition order on the property noted above, the Buildings, Safety Engineering and Environmental Department (BSEED) submits the following information:

A special inspection conducted on, August 9, 2019 (DLBA) that the building is secured and appears to be sound and repairable. The owner has paid all taxes and is current. The proposed use of the property is owner's use and occupancy. **This is the 2nd deferral request for this property.**

Therefore, we respectfully recommended that the demolition order be deferred for a period of six months subject to the following conditions:

1. **A permit for rehabilitation work shall be applied for within ten (10) business days from the date of the City Council decision.**
2. **BSEED will schedule a Progress Inspection within forty-five (45) calendar days from the date of the rehabilitation permit to determine whether substantial progress has been made. Thereafter, the owner must submit to BSEED detailed inspection reports, with photos showing evidence of the work completed, every forty-five (45) calendar days, for the duration of the rehabilitation work, to demonstrate that substantial progress has been made during the approved time frame for rehabilitation.**
3. **The building shall have all imminently hazardous conditions immediately corrected, be maintained, and securely barricaded until rehabilitation is complete. Rehabilitation work is to be completed within six (6) months, at which time the owner will obtain one of the following from this department:**
 - **Certificate of Acceptance related to building permits**
 - **Certificate of Approval as a result of a Housing Inspection**
 - **Certificate of Compliance, required for all rental properties**
4. **The owner shall not occupy or allow occupancy of the structure without a certificate (as outlined above).**
5. **The yards shall be maintained clear of overgrown vegetation, weeds, junk and debris at all times.**
6. **Prior to seeking a permit extension, the owner must contact BSEED and request to extend the deferral period.**

We recommend that utility disconnect actions cease to allow the progress of the rehabilitation.

At the end of the deferral period, the owner must contact this department to arrange an inspection to evidence that conditions of the deferral have been satisfied and that there has been substantial progress toward rehabilitation. If the building becomes open to trespass or if conditions of the deferral are not followed, the deferral may be rescinded by the City Council at any time and we may proceed with demolition without further notice. In addition, pursuant to the Property Maintenance Code we will issue a Blight Violation Notice.

Any request exceeding three (3) deferrals must be made by petition to City Council through the office of the City Clerk.

Respectfully submitted,

David Bell
Director

DB:bkd

cc: Angel L. & Carmen M. Medina, 15131 Rockdale, Detroit, MI 48223



36

Date: October 8, 2019

HONORABLE CITY COUNCIL

RE: **RECOMMENDATION FOR DEFERRAL**
ADDRESS: 17170 Dresden
NAME: Lawrence Washington
Demolition Ordered: March 17, 2014

In response to the request for a deferral of the demolition order on the property noted above, the Buildings, Safety Engineering and Environmental Department (BSEED) submits the following information:

A special inspection conducted on, August 9, 2019 (DLBA) that the building is secured and appears to be sound and repairable. The owner has paid all taxes and is current. The proposed use of the property is owner's use and occupancy. **This is the 1st deferral request for this property.**

Therefore, we respectfully recommended that the demolition order be deferred for a period of six months subject to the following conditions:

1. **A permit for rehabilitation work shall be applied for within ten (10) business days from the date of the City Council decision.**
2. **BSEED will schedule a Progress Inspection within forty-five (45) calendar days from the date of the rehabilitation permit to determine whether substantial progress has been made. Thereafter, the owner must submit to BSEED detailed inspection reports, with photos showing evidence of the work completed, every forty-five (45) calendar days, for the duration of the rehabilitation work, to demonstrate that substantial progress has been made during the approved time frame for rehabilitation.**
3. **The building shall have all imminently hazardous conditions immediately corrected, be maintained, and securely barricaded until rehabilitation is complete. Rehabilitation work is to be completed within six (6) months, at which time the owner will obtain one of the following from this department:**
 - **Certificate of Acceptance related to building permits**
 - **Certificate of Approval as a result of a Housing Inspection**
 - **Certificate of Compliance, required for all rental properties**
4. **The owner shall not occupy or allow occupancy of the structure without a certificate (as outlined above).**
5. **The yards shall be maintained clear of overgrown vegetation, weeds, junk and debris at all times.**
6. **Prior to seeking a permit extension, the owner must contact BSEED and request to extend the deferral period.**

We recommend that utility disconnect actions cease to allow the progress of the rehabilitation.

At the end of the deferral period, the owner must contact this department to arrange an inspection to evidence that conditions of the deferral have been satisfied and that there has been substantial progress toward rehabilitation. If the building becomes open to trespass or if conditions of the deferral are not followed, the deferral may be rescinded by the City Council at any time and we may proceed with demolition without further notice. In addition, pursuant to the Property Maintenance Code we will issue a Blight Violation Notice.

Any request exceeding three (3) deferrals must be made by petition to City Council through the office of the City Clerk.

Respectfully submitted,

David Bell
Director

DB:bkd

cc: Lawrence Washington, 4261 Yorkshire, Detroit, MI 48224
Lawrence Washington, 17170 Dresden, Detroit, MI 48205



37

Date: October 10, 2019

HONORABLE CITY COUNCIL

RE: **RECOMMENDATION FOR DEFERRAL**
ADDRESS: 10801 Balfour
NAME: Mildred Bomar
Demolition Ordered: July 18, 2016

In response to the request for a deferral of the demolition order on the property noted above, the Buildings, Safety Engineering and Environmental Department (BSEED) submits the following information:

A special inspection conducted on, August 10, 2019 (DLBA) that the building is secured and appears to be sound and repairable. The owner has paid all taxes and is current. The proposed use of the property is owner's use and occupancy. **This is the 1st deferral request for this property.**

Therefore, we respectfully recommended that the demolition order be deferred for a period of six months subject to the following conditions:

1. A permit for rehabilitation work shall be applied for within ten (10) business days from the date of the City Council decision.
2. BSEED will schedule a Progress Inspection within forty-five (45) calendar days from the date of the rehabilitation permit to determine whether substantial progress has been made. Thereafter, the owner must submit to BSEED detailed inspection reports, with photos showing evidence of the work completed, every forty-five (45) calendar days, for the duration of the rehabilitation work, to demonstrate that substantial progress has been made during the approved time frame for rehabilitation.
3. The building shall have all imminently hazardous conditions immediately corrected, be maintained, and securely barricaded until rehabilitation is complete. Rehabilitation work is to be completed within six (6) months, at which time the owner will obtain one of the following from this department:
 - Certificate of Acceptance related to building permits
 - Certificate of Approval as a result of a Housing Inspection
 - Certificate of Compliance, required for all rental properties
4. The owner shall not occupy or allow occupancy of the structure without a certificate (as outlined above).
5. The yards shall be maintained clear of overgrown vegetation, weeds, junk and debris at all times.
6. Prior to seeking a permit extension, the owner must contact BSEED and request to extend the deferral period.

We recommend that utility disconnect actions cease to allow the progress of the rehabilitation.

At the end of the deferral period, the owner must contact this department to arrange an inspection to evidence that conditions of the deferral have been satisfied and that there has been substantial progress toward rehabilitation. If the building becomes open to trespass or if conditions of the deferral are not followed, the deferral may be rescinded by the City Council at any time and we may proceed with demolition without further notice. In addition, pursuant to the Property Maintenance Code we will issue a Blight Violation Notice.

Any request exceeding three (3) deferrals must be made by petition to City Council through the office of the City Clerk.

Respectfully submitted,

David Bell
Director

DB:bkd

cc: Mildred Bomar, 14015 Collingham, Detroit, MI 48205



38

Date: October 10, 2019

HONORABLE CITY COUNCIL

RE: **RECOMMENDATION FOR DEFERRAL**
ADDRESS: 10701 Somerset
NAME: Latasha Thomas
Demolition Ordered: July 18, 2016

In response to the request for a deferral of the demolition order on the property noted above, the Buildings, Safety Engineering and Environmental Department (BSEED) submits the following information:

A special inspection conducted on, August 10, 2019 (DLBA) that the building is secured and appears to be sound and repairable. The owner has paid all taxes and is current. The proposed use of the property is owner's use and occupancy. **This is the 1st deferral request for this property.**

Therefore, we respectfully recommended that the demolition order be deferred for a period of six months subject to the following conditions:

1. A permit for rehabilitation work shall be applied for within ten (10) business days from the date of the City Council decision.
2. BSEED will schedule a Progress Inspection within forty-five (45) calendar days from the date of the rehabilitation permit to determine whether substantial progress has been made. Thereafter, the owner must submit to BSEED detailed inspection reports, with photos showing evidence of the work completed, every forty-five (45) calendar days, for the duration of the rehabilitation work, to demonstrate that substantial progress has been made during the approved time frame for rehabilitation.
3. The building shall have all imminently hazardous conditions immediately corrected, be maintained, and securely barricaded until rehabilitation is complete. Rehabilitation work is to be completed within six (6) months, at which time the owner will obtain one of the following from this department:
 - Certificate of Acceptance related to building permits
 - Certificate of Approval as a result of a Housing Inspection
 - Certificate of Compliance, required for all rental properties
4. The owner shall not occupy or allow occupancy of the structure without a certificate (as outlined above).
5. The yards shall be maintained clear of overgrown vegetation, weeds, junk and debris at all times.
6. Prior to seeking a permit extension, the owner must contact BSEED and request to extend the deferral period.

We recommend that utility disconnect actions cease to allow the progress of the rehabilitation.

At the end of the deferral period, the owner must contact this department to arrange an inspection to evidence that conditions of the deferral have been satisfied and that there has been substantial progress toward rehabilitation. If the building becomes open to trespass or if conditions of the deferral are not followed, the deferral may be rescinded by the City Council at any time and we may proceed with demolition without further notice. In addition, pursuant to the Property Maintenance Code we will issue a Blight Violation Notice.

Any request exceeding three (3) deferrals must be made by petition to City Council through the office of the City Clerk.

Respectfully submitted

David Bell
Director

DB:bkd

cc: LaTasha Thomas, 19141 Tyrone, Detroit, MI 48236



39

Date: October 10, 2019

HONORABLE CITY COUNCIL

RE: RECOMMENDATION FOR DEFERRAL
ADDRESS: 5300 Newport
NAME: Anthony Tamm
Demolition Ordered: November 24, 2014

In response to the request for a deferral of the demolition order on the property noted above, the Buildings, Safety Engineering and Environmental Department (BSEED) submits the following information:

A special inspection conducted on, August 22, 2019 (DLBA) that the building is secured and appears to be sound and repairable. The owner has paid all taxes and is current. The proposed use of the property is owner's use and occupancy. **This is the 1st deferral request for this property.**

Therefore, we respectfully recommended that the demolition order be deferred for a period of six months subject to the following conditions:

1. **A permit for rehabilitation work shall be applied for within ten (10) business days from the date of the City Council decision.**
2. **BSEED will schedule a Progress Inspection within forty-five (45) calendar days from the date of the rehabilitation permit to determine whether substantial progress has been made. Thereafter, the owner must submit to BSEED detailed inspection reports, with photos showing evidence of the work completed, every forty-five (45) calendar days, for the duration of the rehabilitation work, to demonstrate that substantial progress has been made during the approved time frame for rehabilitation.**
3. **The building shall have all imminently hazardous conditions immediately corrected, be maintained, and securely barricaded until rehabilitation is complete. Rehabilitation work is to be completed within six (6) months, at which time the owner will obtain one of the following from this department:**
 - **Certificate of Acceptance related to building permits**
 - **Certificate of Approval as a result of a Housing Inspection**
 - **Certificate of Compliance, required for all rental properties**
4. **The owner shall not occupy or allow occupancy of the structure without a certificate (as outlined above).**
5. **The yards shall be maintained clear of overgrown vegetation, weeds, junk and debris at all times.**
6. **Prior to seeking a permit extension, the owner must contact BSEED and request to extend the deferral period.**

We recommend that utility disconnect actions cease to allow the progress of the rehabilitation.

At the end of the deferral period, the owner must contact this department to arrange an inspection to evidence that conditions of the deferral have been satisfied and that there has been substantial progress toward rehabilitation. If the building becomes open to trespass or if conditions of the deferral are not followed, the deferral may be rescinded by the City Council at any time and we may proceed with demolition without further notice. In addition, pursuant to the Property Maintenance Code we will issue a Blight Violation Notice.

Any request exceeding three (3) deferrals must be made by petition to City Council through the office of the City Clerk.

Respectfully submitted,

David Bell
Director

DB:bkd

cc: Anthony Tamm, 2681 Woodward AVE-Suite 20981, Ferndale, MI 48220

CITY CLERK 2019 OCT 16 AM 9:21
Anthony Tamm, 5300 Newport, Detroit, MI 48224



40

Date: October 10, 2019

HONORABLE CITY COUNCIL

RE: **RECOMMENDATION FOR DEFERRAL**
ADDRESS: 4716 Courville
NAME: Josephine Roberts
Demolition Ordered: October 13, 2014

In response to the request for a deferral of the demolition order on the property noted above, the Buildings, Safety Engineering and Environmental Department (BSEED) submits the following information:

A special inspection conducted on, August 10, 2019 (DLBA) that the building is secured and appears to be sound and repairable. The owner has paid all taxes and is current. The proposed use of the property is owner's use and occupancy. **This is the 1st deferral request for this property.**

Therefore, we respectfully recommended that the demolition order be deferred for a period of six months subject to the following conditions:

1. A permit for rehabilitation work shall be applied for within ten (10) business days from the date of the City Council decision.
2. BSEED will schedule a Progress Inspection within forty-five (45) calendar days from the date of the rehabilitation permit to determine whether substantial progress has been made. Thereafter, the owner must submit to BSEED detailed inspection reports, with photos showing evidence of the work completed, every forty-five (45) calendar days, for the duration of the rehabilitation work, to demonstrate that substantial progress has been made during the approved time frame for rehabilitation.
3. The building shall have all imminently hazardous conditions immediately corrected, be maintained, and securely barricaded until rehabilitation is complete. Rehabilitation work is to be completed within six (6) months, at which time the owner will obtain one of the following from this department:
 - Certificate of Acceptance related to building permits
 - Certificate of Approval as a result of a Housing Inspection
 - Certificate of Compliance, required for all rental properties
4. The owner shall not occupy or allow occupancy of the structure without a certificate (as outlined above).
5. The yards shall be maintained clear of overgrown vegetation, weeds, junk and debris at all times.
6. Prior to seeking a permit extension, the owner must contact BSEED and request to extend the deferral period.

We recommend that utility disconnect actions cease to allow the progress of the rehabilitation.

At the end of the deferral period, the owner must contact this department to arrange an inspection to evidence that conditions of the deferral have been satisfied and that there has been substantial progress toward rehabilitation. If the building becomes open to trespass or if conditions of the deferral are not followed, the deferral may be rescinded by the City Council at any time and we may proceed with demolition without further notice. In addition, pursuant to the Property Maintenance Code we will issue a Blight Violation Notice.

Any request exceeding three (3) deferrals must be made by petition to City Council through the office of the City Clerk.

Respectfully submitted,

David Bell
Director

DB:bkd

cc: Josephine Roberts, 99 East 31st ST, New York, NY 11226



41

Date: October 10, 2019

HONORABLE CITY COUNCIL

RE: **RECOMMENDATION FOR DEFERRAL**
ADDRESS: 15469 Rossini
NAME: Cherry Francis
Demolition Ordered: October 19, 2015

In response to the request for a deferral of the demolition order on the property noted above, the Buildings, Safety Engineering and Environmental Department (BSEED) submits the following information:

A special inspection conducted on, June 27, 2019 (DLBA) that the building is secured and appears to be sound and repairable. The owner has paid all taxes and is current. The proposed use of the property is owner's use and occupancy. **This is the 1st deferral request for this property.**

Therefore, we respectfully recommended that the demolition order be deferred for a period of six months subject to the following conditions:

1. A permit for rehabilitation work shall be applied for within ten (10) business days from the date of the City Council decision.
2. BSEED will schedule a Progress Inspection within forty-five (45) calendar days from the date of the rehabilitation permit to determine whether substantial progress has been made. Thereafter, the owner must submit to BSEED detailed inspection reports, with photos showing evidence of the work completed, every forty-five (45) calendar days, for the duration of the rehabilitation work, to demonstrate that substantial progress has been made during the approved time frame for rehabilitation.
3. The building shall have all imminently hazardous conditions immediately corrected, be maintained, and securely barricaded until rehabilitation is complete. Rehabilitation work is to be completed within six (6) months, at which time the owner will obtain one of the following from this department:
 - Certificate of Acceptance related to building permits
 - Certificate of Approval as a result of a Housing Inspection
 - Certificate of Compliance, required for all rental properties
4. The owner shall not occupy or allow occupancy of the structure without a certificate (as outlined above).
5. The yards shall be maintained clear of overgrown vegetation, weeds, junk and debris at all times.
6. Prior to seeking a permit extension, the owner must contact BSEED and request to extend the deferral period.

We recommend that utility disconnect actions cease to allow the progress of the rehabilitation.

At the end of the deferral period, the owner must contact this department to arrange an inspection to evidence that conditions of the deferral have been satisfied and that there has been substantial progress toward rehabilitation. If the building becomes open to trespass or if conditions of the deferral are not followed, the deferral may be rescinded by the City Council at any time and we may proceed with demolition without further notice. In addition, pursuant to the Property Maintenance Code we will issue a Blight Violation Notice.

Any request exceeding three (3) deferrals must be made by petition to City Council through the office of the City Clerk.

Respectfully submitted

David Bell
Director

DB:bkd



42

Date: October 10, 2019

HONORABLE CITY COUNCIL

RE: **RECOMMENDATION FOR DEFERRAL**
ADDRESS: 16890 Prest
NAME: Kelvin Martin
Demolition Ordered: July 7, 2014

In response to the request for a deferral of the demolition order on the property noted above, the Buildings, Safety Engineering and Environmental Department (BSEED) submits the following information:

A special inspection conducted on, July 13, 2019 that the building is secured and appears to be sound and repairable. The owner has paid all taxes and is current. The proposed use of the property is owner's use and occupancy. **This is the 1st deferral request for this property.**

Therefore, we respectfully recommended that the demolition order be deferred for a period of six months subject to the following conditions:

1. **A permit for rehabilitation work shall be applied for within ten (10) business days from the date of the City Council decision.**
2. **BSEED will schedule a Progress Inspection within forty-five (45) calendar days from the date of the rehabilitation permit to determine whether substantial progress has been made. Thereafter, the owner must submit to BSEED detailed inspection reports, with photos showing evidence of the work completed, every forty-five (45) calendar days, for the duration of the rehabilitation work, to demonstrate that substantial progress has been made during the approved time frame for rehabilitation.**
3. **The building shall have all imminently hazardous conditions immediately corrected, be maintained, and securely barricaded until rehabilitation is complete. Rehabilitation work is to be completed within six (6) months, at which time the owner will obtain one of the following from this department:**
 - Certificate of Acceptance related to building permits
 - Certificate of Approval as a result of a Housing Inspection
 - Certificate of Compliance, required for all rental properties
4. **The owner shall not occupy or allow occupancy of the structure without a certificate (as outlined above).**
5. **The yards shall be maintained clear of overgrown vegetation, weeds, junk and debris at all times.**
6. **Prior to seeking a permit extension, the owner must contact BSEED and request to extend the deferral period.**

We recommend that utility disconnect actions cease to allow the progress of the rehabilitation.

At the end of the deferral period, the owner must contact this department to arrange an inspection to evidence that conditions of the deferral have been satisfied and that there has been substantial progress toward rehabilitation. If the building becomes open to trespass or if conditions of the deferral are not followed, the deferral may be rescinded by the City Council at any time and we may proceed with demolition without further notice. In addition, pursuant to the Property Maintenance Code we will issue a Blight Violation Notice.

Any request exceeding three (3) deferrals must be made by petition to City Council through the office of the City Clerk.

Respectfully submitted,

David Bell
Director

DB:bkd

cc: Kelvin Martin, 11625 Chatham, Detroit, MI 48239



CITY OF DETROIT
BUILDINGS, SAFETY ENGINEERING AND ENVIRONMENTAL DEPARTMENT

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE, FOURTH FLOOR
DETROIT, MICHIGAN 48226
(313) 224-2733 • TTY:711
WWW.DETROITMI.GOV

43

Date: October 8, 2019

HONORABLE CITY COUNCIL

RE: **RECOMMENDATION FOR DEFERRAL**
ADDRESS: 19146 Chicago
NAME: Kelly Brown
Demolition Ordered: October 1, 2012

In response to the request for a deferral of the demolition order on the property noted above, the Buildings, Safety Engineering and Environmental Department (BSEED) submits the following information:

A special inspection conducted on, July 25, 2019 (DLBA) that the building is secured and appears to be sound and repairable. The owner has paid all taxes and is current. The proposed use of the property is owner's use and occupancy. **This is the 1st deferral request for this property.**

Therefore, we respectfully recommended that the demolition order be deferred for a period of six months subject to the following conditions:

1. A permit for rehabilitation work shall be applied for within ten (10) business days from the date of the City Council decision.
2. BSEED will schedule a Progress Inspection within forty-five (45) calendar days from the date of the rehabilitation permit to determine whether substantial progress has been made. Thereafter, the owner must submit to BSEED detailed inspection reports, with photos showing evidence of the work completed, every forty-five (45) calendar days, for the duration of the rehabilitation work, to demonstrate that substantial progress has been made during the approved time frame for rehabilitation.
3. The building shall have all imminently hazardous conditions immediately corrected, be maintained, and securely barricaded until rehabilitation is complete. Rehabilitation work is to be completed within six (6) months, at which time the owner will obtain one of the following from this department:
 - Certificate of Acceptance related to building permits
 - Certificate of Approval as a result of a Housing Inspection
 - Certificate of Compliance, required for all rental properties
4. The owner shall not occupy or allow occupancy of the structure without a certificate (as outlined above).
5. The yards shall be maintained clear of overgrown vegetation, weeds, junk and debris at all times.
6. Prior to seeking a permit extension, the owner must contact BSEED and request to extend the deferral period.

We recommend that utility disconnect actions cease to allow the progress of the rehabilitation.

At the end of the deferral period, the owner must contact this department to arrange an inspection to evidence that conditions of the deferral have been satisfied and that there has been substantial progress toward rehabilitation. If the building becomes open to trespass or if conditions of the deferral are not followed, the deferral may be rescinded by the City Council at any time and we may proceed with demolition without further notice. In addition, pursuant to the Property Maintenance Code we will issue a Blight Violation Notice.

Any request exceeding three (3) deferrals must be made by petition to City Council through the office of the City Clerk.

Respectfully submitted,

David Bell
Director

DB:bkd

cc: Kelly Brown, 7396 Fielding, Detroit, MI 48228

CITY CLERK 2019 OCT 16 AM 9:22



44

Date: October 14, 2019

HONORABLE CITY COUNCIL

RE: **RECOMMENDATION FOR DEFERRAL**
ADDRESS: 13367 Prest
NAME: Calvin Foster
Demolition Ordered: October 25, 2014

In response to the request for a deferral of the demolition order on the property noted above, the Buildings, Safety Engineering and Environmental Department (BSEED) submits the following information:

A special inspection conducted on, June 21, 2019 (DLBA) that the building is secured and appears to be sound and repairable. The owner has paid all taxes and is current. The proposed use of the property is owner's use and occupancy. **This is the 1st deferral request for this property.**

Therefore, we respectfully recommended that the demolition order be deferred for a period of six months subject to the following conditions:

1. A permit for rehabilitation work shall be applied for within ten (10) business days from the date of the City Council decision.
2. BSEED will schedule a Progress Inspection within forty-five (45) calendar days from the date of the rehabilitation permit to determine whether substantial progress has been made. Thereafter, the owner must submit to BSEED detailed inspection reports, with photos showing evidence of the work completed, every forty-five (45) calendar days, for the duration of the rehabilitation work, to demonstrate that substantial progress has been made during the approved time frame for rehabilitation.
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5. The yards shall be maintained clear of overgrown vegetation, weeds, junk and debris at all times.
6. Prior to seeking a permit extension, the owner must contact BSEED and request to extend the deferral period.

We recommend that utility disconnect actions cease to allow the progress of the rehabilitation.

At the end of the deferral period, the owner must contact this department to arrange an inspection to evidence that conditions of the deferral have been satisfied and that there has been substantial progress toward rehabilitation. If the building becomes open to trespass or if conditions of the deferral are not followed, the deferral may be rescinded by the City Council at any time and we may proceed with demolition without further notice. In addition, pursuant to the Property Maintenance Code we will issue a Blight Violation Notice.

Any request exceeding three (3) deferrals must be made by petition to City Council through the office of the City Clerk.

Respectfully submitted,

David Bell
Director

DB:bkd

cc: Calvin Foster, 13905 Robson, Detroit, MI 48227
Calvin Foster, 21222 Everes, Ferndale, MI 48220



45

Date: October 14, 2019

HONORABLE CITY COUNCIL

RE: **RECOMMENDATION FOR DEFERRAL**
ADDRESS: 14406 Maddelein
NAME: Ashley Armour
Demolition Ordered: March 30, 2015

In response to the request for a deferral of the demolition order on the property noted above, the Buildings, Safety Engineering and Environmental Department (BSEED) submits the following information:

A special inspection conducted on August 14, 2019 revealed that the building is secured and appears to be sound and repairable. The owner has paid all taxes and is current. The proposed use of the property is owner's use and occupancy. **This is the 1st deferral request for this property.**

Therefore, we respectfully recommended that the demolition order be deferred for a period of six months subject to the following conditions:

1. A permit for rehabilitation work shall be applied for within ten (10) business days from the date of the City Council decision.
2. BSEED will schedule a Progress Inspection within forty-five (45) calendar days from the date of the rehabilitation permit to determine whether substantial progress has been made. Thereafter, the owner must submit to BSEED detailed inspection reports, with photos showing evidence of the work completed, every forty-five (45) calendar days, for the duration of the rehabilitation work, to demonstrate that substantial progress has been made during the approved time frame for rehabilitation.
3. The building shall have all imminently hazardous conditions immediately corrected, be maintained, and securely barricaded until rehabilitation is complete. Rehabilitation work is to be completed within six (6) months, at which time the owner will obtain one of the following from this department:
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 - Certificate of Approval as a result of a Housing Inspection
 - Certificate of Compliance, required for all rental properties
4. The owner shall not occupy or allow occupancy of the structure without a certificate (as outlined above).
5. The yards shall be maintained clear of overgrown vegetation, weeds, junk and debris at all times.
6. Prior to seeking a permit extension, the owner must contact BSEED and request to extend the deferral period.

We recommend that utility disconnect actions cease to allow the progress of the rehabilitation.

At the end of the deferral period, the owner must contact this department to arrange an inspection to evidence that conditions of the deferral have been satisfied and that there has been substantial progress toward rehabilitation. If the building becomes open to trespass or if conditions of the deferral are not followed, the deferral may be rescinded by the City Council at any time and we may proceed with demolition without further notice. In addition, pursuant to the Property Maintenance Code we will issue a Blight Violation Notice.

Any request exceeding three (3) deferrals must be made by petition to City Council through the office of the City Clerk.

Respectfully submitted,

David Bell
Director

DB:bkd

cc: Ashley Armour, 13674 Thornton, Detroit, MI 48227
Ashley Armour, 12281 Wilshire, Detroit, MI 48213

CITY CLERK 2019 OCT 16 AM 9:22



CITY OF DETROIT
OFFICE OF THE CHIEF FINANCIAL OFFICER
OFFICE OF DEVELOPMENT AND GRANTS

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE, SUITE 1026
DETROIT, MICHIGAN 48226
PHONE: 313 • 628-2158
FAX: 313 • 224 • 0542
WWW.DETROITMI.GOV

46

September 25, 2019

The Honorable Detroit City Council
ATTN: City Clerk Office
200 Coleman A. Young Municipal Center
Detroit MI 48226

RE: Request to Accept and Appropriate the BF 00E02492 U.S. Environmental Protection Agency for the FY 2019 National Brownfields Program (Part A): Assessment Grant

The U.S. Environmental Protection Agency has awarded the City of Detroit Buildings, Safety, Engineering and Environmental Department with the FY 2019 National Brownfields Program (Part A): Assessment Grant for a total of \$300,000.00. There is no match requirement. The total project cost is \$300,000.00. The grant period is October 1, 2019 through September 30, 2022.

The objective of the grant is to procure environmental assessment services for brownfield properties in key Strategic Neighborhood Fund (SNF) districts. The funding allotted to the department will be utilized to hire a contractor, and pay for travel and supplies. This is a reimbursement grant.

If approval is granted to accept and appropriate this funding, the appropriation number is 20691.

I respectfully ask your approval to accept and appropriate funding in accordance with the attached resolution.

Sincerely,

Ryan Friedrichs
Director, Office of Development and Grants

CC:
Katerli Bounds, Deputy Director, Grants
Sajjiah Parker, Assistant Director, Grants

This request has been approved by the Law Department

This request has been approved by the Office of Budget

RESOLUTION

Council Member _____


WHEREAS, the Buildings, Safety Engineering and Environmental Department is requesting authorization to accept a grant of reimbursement from the U.S. Environmental Protection Agency, in the amount of \$300,000.00, to procure environmental assessment services for Brownfield properties in key Strategic Neighborhood Fund (SNF) districts; and

WHEREAS, this request has been approved by the Law Department; and

WHEREAS, this request has been approved by the Office of Budget; now

THEREFORE, BE IT RESOLVED that the Director or Head of the Department is authorized to execute the grant agreement on behalf of the City of Detroit, and

BE IT FURTHER RESOLVED, that the Budget Director is authorized to establish appropriation number 20691, in the amount of \$300,000.00, for the FY 2019 National Brownfields Program (Part A): Assessment Grant.

	U.S. ENVIRONMENTAL PROTECTION AGENCY Cooperative Agreement		GRANT NUMBER (FAIN): 00E02492 MODIFICATION NUMBER: 0 PROGRAM CODE: BF	DATE OF AWARD 09/13/2019
			TYPE OF ACTION New	MAILING DATE 09/20/2019
			PAYMENT METHOD: ASAP	ACH# 50052
			RECIPIENT TYPE: Municipal	
RECIPIENT: City of Detroit 2 Woodward Avenue, Suite 401 Detroit, MI 48226 EIN: 38-6004606		PAYEE: City of Detroit 2 Woodward Avenue, Suite 401 Detroit, MI 48226		
PROJECT MANAGER Ms. Anita Harrington 2 Woodward Avenue, Suite 401 Detroit, MI 48226 E-Mail: harringtona@detroitmi.gov Phone: 313-628-0273		EPA PROJECT OFFICER Craig Mankowski 77 West Jackson Blvd., SB-5J Chicago, IL 60604-3507 E-Mail: Mankowski.Craig@epa.gov Phone: 312-886-9493		EPA GRANT SPECIALIST Matthew Mischnick Assistance Section, MA-10J E-Mail: Mischnick.Matthew@epa.gov Phone: 312-886-0442
PROJECT TITLE AND DESCRIPTION Detroit Assessment This agreement will provide funding for the City of Detroit to inventory, characterize, assess, and conduct cleanup planning and community involvement related activities for brownfield sites in Detroit, Michigan. Brownfields are real property, the expansion, development or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant.				
BUDGET PERIOD 10/01/2019 - 09/30/2022	PROJECT PERIOD 10/01/2019 - 09/30/2022	TOTAL BUDGET PERIOD COST \$300,000.00	TOTAL PROJECT PERIOD COST \$300,000.00	
NOTICE OF AWARD				
Based on your Application dated 06/26/2019 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$300,000. EPA agrees to cost-share <u>100.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$300,000. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.				
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)			AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS U.S. EPA Region 5 Mail Code MA-10J 77 West Jackson Blvd. Chicago, IL 60604-3507			ORGANIZATION / ADDRESS U.S. EPA, Region 5 Land Chemicals and Redevelopment Division 77 West Jackson Blvd., L-17J Chicago, IL 60604-3507	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY				
Digital signature applied by EPA Award Official for Bruce Sypniewski - Deputy Director William Massie - Award Official delegate				DATE 09/13/2019

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 300,000	\$ 300,000
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$	\$ 0
State Contribution	\$	\$	\$ 0
Local Contribution	\$	\$	\$ 0
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 300,000	\$ 300,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.818 - Brownfields Multipurpose Assessment Revolving Loan Fund and Cleanup Cooperative Agreements	CERCLA: Sec. 104(k)(2)	2 CFR 200 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	1905QEX039	19	E4	05Q3AG7	000D79	4114	G5ATNY00	-	300,000
									300,000

Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$0
2. Fringe Benefits	\$0
3. Travel	\$4,600
4. Equipment	\$0
5. Supplies	\$500
6. Contractual	\$294,900
7. Construction	\$0
8. Other	\$0
9. Total Direct Charges	\$300,000
10. Indirect Costs: % Base	\$0
11. Total (Share: Recipient 0.00 % Federal 100.00 %.)	\$300,000
12. Total Approved Assistance Amount	\$300,000
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$300,000
15. Total EPA Amount Awarded To Date	\$300,000

Administrative Conditions

1. General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at:

<https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2018>

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at

<http://www.epa.gov/grants/grant-terms-and-conditions>.

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): LVFC-grants@epa.gov and **Matthew Mischnick, Grant Specialist, Mischnick.Matthew@epa.gov**.
- MBE/WBE reports (EPA Form 5700-52A): **Adrienne Callahan, MBE/WBE Coordinator, Callahan.Adrienne@epa.gov**
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: **Matthew Mischnick, Grant Specialist, Mischnick.Matthew@epa.gov** and **Craig Mankowski, Project Officer, Mankowski.Craig@epa.gov**.
- Payment requests (if applicable): **Matthew Mischnick, Grant Specialist, Mischnick.Matthew@epa.gov** and **Craig Mankowski, Project Officer, Mankowski.Craig@epa.gov**.
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: **Craig Mankowski, Project Officer, Mankowski.Craig@epa.gov**.

B. EXTENSION OF PROJECT/BUDGET PERIOD EXPIRATION DATE

EPA has not exercised the waiver option to allow automatic one-time extensions for non-research grants under 2 CFR 200.308 (d)(2). Therefore, if a no-cost time extension is necessary to extend the period of availability of funds the recipient must submit a written request to the EPA prior to the budget/project period expiration dates. **The written request must include:** a justification describing the need for additional time, an estimated date of completion, and a revised schedule for project completion including updated milestone target dates for the approved workplan activities. In addition, if there are overdue reports required by the general, administrative, and/or programmatic terms and conditions of this assistance agreement, the recipient must ensure that they are submitted along with or prior to submitting the no-cost time extension request.

C. Disadvantaged Business Enterprise (DBEs)

UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES

GENERAL COMPLIANCE, 40 CFR, Part 33

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33.

MBE/WBE REPORTING, 40 CFR, Part 33, Subpart E

The recipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants and Cooperative Agreements" report (EPA Form 5700-52A) on an annual basis. The current EPA Form 5700-52A can be found at the EPA Office of Small and Disadvantaged Business Utilization's Home Page at <https://www.epa.gov/resources-small-businesses>

MBE/WBE reporting is required in annual reports. Reporting is required for assistance agreements where

there are funds budgeted for procuring construction, equipment, services and supplies, including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category with a cumulative total that exceed the threshold amount of \$250,000, including amendments and/or modifications. The recipient must make reporting a requirement of all sub-awards/loans. All procurement actions are reportable, not just that portion which exceeds \$250,000.

When completing the annual report, recipients are instructed to check the box titled "annual" in section 1B of the form. For the final report, recipients are instructed to check the box titled "annual" and the box indicated for the "last report" of the project in section 1B of the form. Annual reports are due by October 30th of each year. Final reports are due by October 30th or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on total procurements. Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

Based on EPA's review of the planned budget, this award meets the conditions above and is subject to the Disadvantaged Business Enterprise (DBE) Program reporting requirements. However, if the recipient believes this award does not meet these conditions, it must provide a justification and budget detail within 21 days of the award date clearly demonstrating that, based on the planned budget, this award is not subject to the DBE reporting requirements to the Regional or Headquarters point of contact defined in the correspondence condition, if applicable.

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Good Faith Effort requirements as described in 40 CFR Part 33 Subpart C, and Fair Share Objectives negotiation as described in 40 CFR Part 33 Subpart D and explained below.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

In accordance with 40 CFR, Section 33.411 some recipients may be exempt from the fair share objectives requirements as described in 40 CFR, Part 33, Subpart D. Recipients should work with their DBE coordinator, if they think their organization may qualify for an exemption.

Accepting the Fair Share Objectives/Goals of Another Recipient

The dollar amount of this assistance agreement, or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA is \$250,000, or more. The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the **Michigan Department Environment, Great Lakes and Energy (MI DEGLE)** as follows:

MBE: 10% CONSTRUCTION; SUPPLIES; SERVICES; EQUIPMENT

WBE: 7.5% CONSTRUCTION; SUPPLIES; SERVICES; EQUIPMENT

By signing this financial assistance agreement, the recipient is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as **Michigan Department Environment, Great Lakes and Energy (MI DEGLE)**.

Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404

The recipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the recipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The submission of proposed fair share goals with the supporting analysis or disparity study means that the recipient is **not** accepting the fair share objectives/goals of another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

Objective/Goals of Loan Recipients

As a recipient of an EPA financial assistance agreement to capitalize revolving loan funds, the recipient agrees to either apply its own fair share objectives negotiated with EPA to identified loans using a substantially similar relevant geographic market, or negotiate separate fair share objectives with its identified loan recipients. These separate objectives/goals must be based on demonstrable evidence of the availability of MBEs and WBEs in accordance with 40 CFR, Part 33, Subpart D.

The recipient agrees that if procurements will occur over more than one year, the recipient may choose

to apply the fair share objective in place either for the year in which the identified loan is awarded or for the year in which the procurement action occurs. The recipient must specify this choice in the financial assistance agreement, or incorporate it by reference therein.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

Programmatic Conditions

GRANT-SPECIFIC PROGRAMMATIC TERMS & CONDITIONS

FY19 Assessment Cooperative Agreement Terms and Conditions

Please note that these Terms and Conditions (T&Cs) apply to Brownfield Assessment Cooperative Agreements awarded under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k).

I. GENERAL FEDERAL REQUIREMENTS

NOTE: For the purposes of these Terms and Conditions, the term “assessment” includes eligible activities under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k)(2)(A)(i) such as activities involving the inventory, characterization, assessment, and planning relating to brownfield sites as described in the EPA-approved workplan.

A. Federal Policy and Guidance

1. Cooperative Agreement Recipients: By awarding this cooperative agreement, the Environmental Protection Agency (EPA) has approved the proposal for the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2019 competition for Brownfield Assessment cooperative agreements.
2. In implementing this agreement, the CAR shall ensure that work done with cooperative agreement funds complies with the requirements of CERCLA § 104(k). The CAR shall also ensure that assessment activities supported with cooperative agreement funding comply with all applicable federal and state laws and regulations.
3. A term and condition or other legally binding provision shall be included in all subawards entered into with the funds awarded under this agreement, or when funds awarded under this agreement are used in combination with non-federal sources of funds, to ensure that the CAR complies with all applicable federal and state laws and requirements. In addition to CERCLA § 104(k), federal applicable laws and requirements include 2 CFR Part 200.
4. The CAR must comply with federal cross-cutting requirements. These requirements include, but are not limited to, DBE requirements found at 40 CFR Part 33; OSHA Worker Health & Safety Standard 29 CFR § 1910.120; Uniform Relocation Act (40 USC § 61); National Historic Preservation Act (16 USC § 470); Endangered Species Act (P.L. 93-205); Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR § 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC §§ 327-333); the Anti-Kickback Act (40 USC § 276c); and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.
5. The CAR must comply with Davis-Bacon Act prevailing wage requirements and associated U.S.

Department of Labor (DOL) regulations for all construction, alteration, and repair contracts and subcontracts awarded with funds provided under this agreement by operation of CERCLA § 104(g). Assessment activities generally do not involve construction, alteration, and repair within the meaning of the Davis-Bacon Act. However, the recipient must contact the EPA Project Officer if there are unique circumstances (e.g., removal of an underground storage tank or another structure and restoration of the site) which indicate that the Davis-Bacon Act applies to an activity the CAR intends to carry out with funds provided under this agreement. EPA will provide guidance on Davis-Bacon Act compliance if necessary.

II. SITE ELIGIBILITY REQUIREMENTS

A. Eligible Brownfield Site Determinations

1. The CAR must provide information to the EPA Project Officer about site-specific work prior to incurring any costs under this cooperative agreement for sites that have not already been pre-approved in the CAR's workplan by EPA. The information that must be provided includes whether the site meets the definition of a brownfield site as defined in § 101(39) of CERCLA, and whether the CAR is the potentially responsible party under CERCLA § 107, is exempt from CERCLA liability and/or has defenses to CERCLA liability.
2. If the site is excluded from the general definition of a brownfield, but is eligible for a property-specific funding determination, then the CAR may request a property-specific funding determination from the EPA Project Officer. In its request, the CAR must provide information sufficient for EPA to make a property-specific funding determination on how financial assistance will protect human health and the environment, and either promote economic development or enable the creation of, preservation of, or addition to parks, greenways, undeveloped property, other recreational property, or other property used for nonprofit purposes. The CAR must not incur costs for assessing sites requiring a property-specific funding determination by EPA until the EPA Project Officer has advised the CAR that EPA has determined that the property is eligible.
3. Brownfield Sites Contaminated with Petroleum
 - a. For any petroleum-contaminated brownfield site that is not included in the CAR's EPA-approved workplan, the CAR shall provide sufficient documentation to EPA prior to incurring costs under this cooperative agreement which documents that:
 - i. the State determines there is "no viable responsible party" for the site;
 - ii. the State determines that the person assessing or investigating the site is a person who is not potentially liable for cleaning up the site; and
 - iii. the site is not subject to any order issued under Section 9003(h) of the Solid Waste Disposal Act.

This documentation must be prepared by the CAR or the State, following contact and discussion with the appropriate state petroleum program official. Please contact the EPA Project Officer for additional information.

- b. Documentation must include:
 - i. the identity of the State program official contacted;
 - ii. the State official's telephone number;
 - iii. the date of the contact; and
 - iv. a summary of the discussion relating to the State's determination that there is no viable responsible party and that the person assessing or investigating the site is not potentially liable for cleaning up the site.

Other documentation provided by a State to the recipient relevant to any of the determinations by the State must also be provided to the EPA Project Officer.

- c. If the State chooses not to make the determinations described in Section II.A.3. above, the CAR must contact the EPA Project Officer and provide the necessary information for EPA to make the requisite determinations.
- d. EPA will make all determinations on the eligibility of petroleum-contaminated brownfield sites located on tribal lands (i.e., reservation lands or lands otherwise in Indian country, as defined at 18 U.S.C. § 1151). Before incurring costs for these sites, the CAR must contact the EPA Project Officer and provide the necessary information for EPA to make the determinations described in Section II.A.3.b. above.

III. GENERAL COOPERATIVE AGREEMENT ADMINISTRATIVE REQUIREMENTS

A. Sufficient Progress

- 1. This condition supplements the requirements of the Sufficient Progress Condition (No. 22) in the General Terms and Conditions. If after 18 months from the date of award, EPA determines that the CAR has not made sufficient progress in implementing its cooperative agreement, the CAR must implement a corrective action plan concurred on by the EPA Project Officer and approved by the Award Official or Grants Management Officer. Alternatively, EPA may terminate this agreement under 2 CFR § 200.339 for material non-compliance with its terms, or with the consent of the CAR as provided at 2 CFR § 200.339, depending on the circumstances. Sufficient progress is indicated when 35% of funds have been drawn down and disbursed for eligible activities. For assessment coalition cooperative agreements, sufficient progress is demonstrated when a solicitation for services has been released, sites are prioritized or an inventory has been initiated (if necessary), community involvement activities have been initiated and a Memorandum of Agreement is in place, or other documented activities that demonstrate to EPA's satisfaction that the CAR will successfully perform the cooperative agreement.

B. Substantial Involvement

- 1. EPA may be substantially involved in overseeing and monitoring this cooperative agreement.
 - a. Substantial involvement by EPA generally includes administrative activities by the EPA Project Officer such as monitoring, reviewing project phases, and approving substantive

terms included in professional services contracts. EPA will not direct or recommend that the CAR enter into a contract with a particular entity.

- b. Substantial EPA involvement includes brownfield property-specific funding determinations described in Section II.A.2. If the CAR awards a subaward for site assessment, the CAR must obtain technical assistance from EPA on which sites qualify as a brownfield site and determine whether the statutory prohibition found in CERCLA § 104(k)(5)(B)(i)(IV) applies. This prohibition does not allow the subrecipient to use EPA cooperative agreement funds to assess a site for which the subrecipient is potentially liable under § 107 of CERCLA.
 - c. Substantial EPA involvement may include reviewing financial and program performance reports, monitoring all reporting, record-keeping, and other program requirements.
 - d. EPA may waive any of the provisions in Section III.B.1. with the exception of property-specific funding determinations, at its own initiative or upon request by the CAR. The EPA Project Officer will provide waivers in writing.
2. Effects of EPA's substantial involvement include:
- a. EPA's review of any project phase, document, or cost incurred under this cooperative agreement will not have any effect upon CERCLA § 128 *Eligible Response Site* determinations or rights, authorities, and actions under CERCLA or any federal statute.
 - b. The CAR remains responsible for ensuring that all assessments are protective of human health and the environment and comply with all applicable federal and state laws.
 - c. The CAR and its subrecipients remain responsible for ensuring costs are allowable under 2 CFR Part 200, Subpart E.

C. Cooperative Agreement Recipient Roles and Responsibilities

1. The CAR must acquire the services of a Qualified Environmental Professional(s) as defined in 40 CFR § 312.10 to coordinate, direct, and oversee the brownfield site assessment activities at a given site, if it does not have such a professional on staff.
3. The CAR is responsible for ensuring that funding received under this cooperative agreement does not exceed the statutory \$200,000 funding limitation for an individual brownfield site. Waiver of this funding limit for a brownfield site must be submitted to the EPA Project Officer and approved prior to the expenditure of funding exceeding \$200,000. In no case may funding for site-specific assessment activities exceed \$350,000 on a site receiving a waiver. CARs expending funding from a Community-wide Assessment cooperative agreement must include this amount in any total funding expended on the site.
4. Cybersecurity – The recipient agrees that when collecting and managing environmental data under this cooperative agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.
 - a. EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement are secure. For purposes of this section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of

transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award' for *Tribal and non-State recipients* and work with the designated Regional/ Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

- b. The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in Cybersecurity Section a. above if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR § 200.331(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.
5. All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov.

D. Quarterly Progress Reports

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, § 200.328, *Monitoring and Reporting Program Performance*), the CAR agrees to submit quarterly progress reports to the EPA Project Officer within 30 days after each reporting period. The reporting periods are October 1 – December 31 (1st quarter); January 1 – March 31 (2nd quarter); April 1 – June 30 (3rd quarter); and July 1 – September 30 (4th quarter).

These reports shall cover work status, work progress, difficulties encountered, preliminary data results and a statement of activity anticipated during the subsequent reporting period, including a description of equipment, techniques, and materials to be used or evaluated. A discussion of expenditures and financial status for each workplan task, along with a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies shall be included in the report. The report shall also include any changes of key personnel concerned with the project.

The CAR shall refer to and utilize the Quarterly Reporting function resident within the Assessment, Cleanup and Redevelopment Exchange System (ACRES) to submit quarterly reports.

2. The CAR must submit progress reports on a quarterly basis to the EPA Project Officer . Quarterly progress reports must include:
 - a. A summary that clearly differentiates between activities completed with EPA funds provided under the Brownfield Assessment cooperative agreement and related activities completed with other sources of leveraged funding.
 - b. A summary and status of approved activities performed during the reporting quarter; a summary of the performance outputs/outcomes achieved during the reporting quarter; and a description of problems encountered during the reporting quarter that may affect the project schedule.
 - c. A comparison of actual accomplishments to the anticipated outputs/outcomes specified in the EPA-approved workplan and reasons why anticipated outputs/outcomes were not met.
 - d. An update on project schedules and milestones, including an explanation of any discrepancies from the EPA-approved workplan.
 - e. A list of the properties where assessment activities were performed and/or completed during the reporting quarter.
 - f. A budget recap summary table with the following information: current approved project budget; EPA funds drawn down during the reporting quarter; costs drawn down to date (cumulative expenditures); program income generated and used (if applicable); and total remaining funds. The CAR should include an explanation of any discrepancies in the budget from the EPA-approved workplan, of cost overruns or high unit costs, and other pertinent information.

Note: Each property where assessment activities were performed and/or completed must have its corresponding information updated in ACRES (or via the Property Profile Form with prior approval from the EPA Project Officer) prior to submitting the quarterly progress report (see Section III.E. below).

4. The CAR must maintain records that will enable it to report to EPA on the amount of funds disbursed by the CAR to assess specific properties under this cooperative agreement .
5. In accordance with 2 CFR § 200.328(d)(1), the CAR agrees to inform EPA as soon as problems, delays, or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the EPA-approved workplan .

E. Property Profile Submission

1. The CAR must report on interim progress (i.e., assessment started) and any final accomplishments (i.e., assessment completed, clean up required, contaminants, institutional controls, engineering controls) by completing and submitting relevant portions of the Property Profile Form using the Assessment, Cleanup and Redevelopment Exchange System (ACRES). The CAR must enter the data in ACRES as soon as the interim action or final accomplishment has occurred, or within 30 days after the end of each reporting quarter. The CAR must enter any new data into ACRES prior to submitting the quarterly progress report to the EPA Project Officer . The CAR must utilize the ACRES system

unless approval is obtained from the EPA Project Officer to utilize and the Property Profile Form .

F. Final Technical Cooperative Agreement Report with Environmental Results

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, § 200.328, *Monitoring and Reporting Program Performance*), the CAR agrees to submit to the EPA Project Officer within 90 days after the expiration or termination of the approved project period a final technical report on the cooperative agreement and at least one reproducible copy suitable for printing. The final technical report shall document project activities over the entire project period and shall include brief information on each of the following areas:
 - a. a comparison of actual accomplishments with the anticipated outputs/outcomes specified in the EPA-approved workplan;
 - b. reasons why anticipated outputs/outcomes were not met; and
 - c. other pertinent information, including when appropriate, analysis and explanation of cost overruns or high unit costs.

IV. FINANCIAL ADMINISTRATION REQUIREMENTS

A. Eligible Uses of the Funds for the Cooperative Agreement Recipient

1. To the extent allowable under the EPA-approved workplan, cooperative agreement funds may be used for eligible programmatic expenses to inventory, characterize, assess sites; conduct site-specific planning, general brownfield-related planning activities around one or more brownfield sites, and outreach. Eligible programmatic expenses include activities described in Section V. of these Terms and Conditions. In addition, eligible programmatic expenses may include:
 - a. Determining whether assessment activities at a particular site are authorized by CERCLA § 104(k).
 - b. Ensuring that an assessment complies with applicable requirements under federal and state laws, as required by CERCLA § 104(k).
 - c. Developing a Quality Assurance Project Plan (QAPP) as required by 2 CFR § 1500.11. The specific requirement for a QAPP is outlined in *Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance* available at <https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-epa-financial>.
 - d. Using a portion of the cooperative agreement funds to purchase environmental insurance for the characterization or assessment of the site. Funds may not be used to purchase insurance intended to provide coverage for any of the ineligible uses under Section IV., *Ineligible Uses of the Funds for the Cooperative Agreement Recipient*.
 - e. Any other eligible programmatic costs, including direct costs incurred by the recipient in reporting to EPA; procuring and managing contracts; awarding, monitoring, and managing subawards to the extent required to comply with 2 CFR § 200.331 and the "Establishing and Managing Subawards" General Term and Condition; and carrying out community involvement pertaining to the assessment activities.

2. **Local Governments Only.** No more than 10% of the funds awarded by this agreement may be used by the CAR itself as a programmatic cost for Brownfield Program development and implementation of monitoring health conditions and institutional controls. The health monitoring activities must be associated with brownfield sites at which at least a Phase II environmental site assessment is conducted and is contaminated with hazardous substances. The CAR must maintain records on funds that will be used to carry out this task to ensure compliance with this requirement.
3. Under CERCLA § 104(k)(5)(B), CARs and subrecipients may use up to 5% of the amount of federal funding for this cooperative agreement for administrative costs, including indirect costs under 2 CFR § 200.414. The limit on administrative costs for this agreement is \$15,000. The total amount of indirect costs and any direct costs for cooperative agreement administration by the CAR or subaward administration by subrecipients paid for by EPA under the cooperative agreement may not exceed this amount. As required by 2 CFR § 200.403(d), the CAR and subrecipients must classify administrative costs as direct or indirect consistently and may not classify the same types of cost in both categories.

Eligible cooperative agreement and subaward administrative costs subject to the 5% limitation include direct costs for:

- a. Costs incurred to comply with the following provisions of the *Uniform Administrative Requirements for Cost Principles and Audit Requirements for Federal Awards* at 2 CFR Parts 200 and 1500 other than those identified as programmatic.
 - i. Record-keeping associated with equipment purchases required under 2 CFR § 200.313;
 - ii. Preparing revisions and changes in the budgets, scopes of work, program plans and other activities required under 2 CFR § 200.308;
 - iii. Maintaining and operating financial management systems required under 2 CFR § 200.302;
 - iv. Preparing payment requests and handling payments under 2 CFR § 200.305;
 - v. Financial reporting under 2 CFR § 200.327.
 - vi. Non-federal audits required under 2 CFR Part 200, Subpart F; and
 - vii. Closeout under 2 CFR § 200.343 with the exception of preparing the recipient's final performance report. Costs for preparing this report are programmatic and are not subject to the 5% limitation on direct administrative costs.
- b. Pre-award costs for preparation of the proposal and application for this cooperative agreement (including the final workplan) or applications for subawards are not allowable as direct costs but may be included in the CAR's or subrecipient's indirect cost pool to the extent authorized by 2 CFR § 200.460.

B. Ineligible Uses of the Funds for the Cooperative Agreement Recipient

1. Cooperative agreement funds shall not be used by the CAR for any of the following activities:

- a. Cleanup activities;
 - b. Site development activities that are not brownfield site assessment activities (e.g., marketing of property (activities or products created specifically to attract buyers or investors) or construction of a new facility);
 - c. General community visioning, area-wide zoning updates, design guideline development, master planning, green infrastructure, infrastructure service delivery, and city-wide or comprehensive planning/plan updates – these activities are all ineligible uses of grant funds if unrelated to advancing cleanup and reuse of brownfield sites or sites to be assessed. Note: for these types of activities to be an eligible use of grant funds, there must be a specific nexus between the activity and how it will help further cleanup and reuse of the priority brownfield site(s). This nexus must be clearly described in the workplan for the project;
 - d. Job training unrelated to performing a specific assessment at a site covered by the cooperative agreement;
 - e. To pay for a penalty or fine;
 - f. To pay a federal cost share requirement (e.g., a cost share required by another federal grant) unless there is specific statutory authority;
 - g. To pay for a response cost at a brownfield site for which the CAR or subaward recipient is potentially liable under CERCLA § 107;
 - h. To pay a cost of compliance with any federal law, excluding the cost of compliance with laws applicable to the assessment; and
 - i. Unallowable costs (e.g., lobbying and purchases of alcoholic beverages) under 2 CFR Part 200, Subpart E.
2. Cooperative agreement funds may not be used for any of the following properties:
- a. Facilities listed, or proposed for listing, on the National Priorities List (NPL);
 - b. Facilities subject to unilateral administrative orders, court orders, and administrative orders on consent or judicial consent decree issued to or entered by parties under CERCLA;
 - c. Facilities that are subject to the jurisdiction, custody or control of the United States government except for land held in trust by the United States government for an Indian tribe; or
 - d. A site excluded from the definition of a brownfield site for which EPA has not made a property-specific funding determination.

C. Interest-Bearing Accounts and Program Income

- 1. In accordance with 2 CFR § 1500.7(b), during the performance period of the cooperative agreement, the CAR is authorized to add program income to the funds awarded by EPA and use the program income under the same terms and conditions of this agreement.
- 2. Program income for the CAR shall be defined as the gross income received by the recipient, directly

generated by the cooperative agreement award or earned during the period of the award. Program income includes, but is not limited to, fees charged for conducting assessment, site characterizations, cleanup planning, or other activities when the costs for the activity is charged to this agreement.

3. The CAR must deposit advances of cooperative agreement funds and program income (i.e., fees) in an interest-bearing account.
 - a. For interest earned on advances, CARs are subject to the provisions of 2 CFR 200.305(b)(7)(ii) relating to remitting interest on advances to EPA on a quarterly basis.
 - b. Any program income earned by the CAR will be added to the funds EPA has committed to this agreement and used only for eligible and allowable costs under the agreement as provided in 2 CFR § 200.307 and 2 CFR § 1500.7, as applicable.
 - c. Interest earned on program income is considered additional program income.
 - d. The CAR must disburse program income (including interest earned on program income) before requesting additional payments from EPA as required by 2 CFR § 200.305(b)(5).
4. As required by 2 CFR § 200.302, the CAR must maintain accounting records documenting the receipt and disbursement of program income.
5. The recipient must provide as part of its quarterly performance report and final technical report a description of how program income is being used. Further, a report on the amount of program income earned during the award period must be submitted with the quarterly performance report, final technical report, and Federal Financial Report (Standard Form 425).

V. ASSESSMENT REQUIREMENTS

A. Authorized Assessment Activities

1. Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling), the CAR shall consult with the EPA Project Officer regarding potential applicability of the National Historic Preservation Act (NHPA) (16 USC § 470) and, if applicable, shall assist EPA in complying with any requirements of the NHPA and implementing regulations.

B. Quality Assurance (QA) Requirements

1. When environmental data are collected as part of the brownfield assessment, the CAR shall comply with 2 CFR § 1500.11 requirements to develop and implement quality assurance practices sufficient to produce data adequate to meet project objectives and to minimize data loss. State law may impose additional QA requirements. Recipients implementing environmental programs within the scope of the assistance agreement must submit to the EPA Project Officer an approvable Quality Assurance Project Plan (QAPP) at least 30 days prior to the initiating of data collection or data compilation. The Quality Assurance Project Plan (QAPP) is the document that provides comprehensive details about the quality assurance, quality control, and technical activities that must be implemented to ensure that project objectives are met. Environmental programs include

direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology.

The QAPP should be prepared in accordance with EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans.

No environmental data collection or data compilation may occur until the QAPP is approved by the EPA Project Officer and Quality Assurance Regional Manager. When the recipient is delegating the responsibility for an environmental data collection or data compilation activity to another organization, the EPA Regional Quality Assurance Manager may allow the recipient to review and approve that organization's QAPP. Additional information on these requirements can be found at the EPA Office of Grants and Debarment website at

<https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-epa-financial>.

2. **Competency of Organizations Generating Environmental Measurement Data:** In accordance with Agency Policy Directive Number FEM-2012-02, *Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements*, the CAR agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, the CAR agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. The CAR shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at http://www.epa.gov/fem/lab_comp.htm or a copy may also be requested by contacting the EPA Project Officer for this award.

C. Community Outreach

1. The CAR agrees to clearly reference EPA investments in the project during all phases of community outreach outlined in the EPA-approved workplan which may include the development of any post-project summary or success materials that highlight achievements to which this project contributed.
 - a. If any documents, fact sheets, and/or web materials are developed as part of this cooperative agreement, then they shall include the following statement: **"Though this project has been funded, wholly or in part, by EPA, the contents of this document do not necessarily reflect the views and policies of EPA."**
 - b. If a sign is developed as part of a project funded by this cooperative agreement, then the sign shall include either a statement (e.g., this project has been funded, wholly or in part, by EPA) and/or EPA's logo acknowledging that EPA is a source of funding for the project. The EPA logo may be used on project signage when the sign can be placed in a visible location with direct linkage to site activities. Use of the EPA logo must follow the sign specifications available at <https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients>.
2. The CAR agrees to notify the EPA Project Officer of public or media events publicizing the

accomplishment of significant events related to construction and/or site reuse projects as a result of this agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

3. To increase public awareness of projects serving communities where English is not the predominant language, CARs are encouraged to include in their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

D. All Appropriate Inquiry

1. As required by CERCLA § 104(k)(2)(B)(ii) and CERCLA § 101(35)(B), the CAR shall ensure that a Phase I site characterization and assessment carried out under this agreement will be performed in accordance with EPA's all appropriate inquiries regulation (AAI). The CAR shall utilize the practices in ASTM standard E1527-13 *Standard Practices for Environmental Site Assessment: Phase I Environmental Site Assessment Process* , or EPA's All Appropriate Inquiries Final Rule (40 CFR Part 312). A suggested outline for an AAI final report is provided in *All Appropriate Inquiries Rule: Reporting Requirements and Suggestions on Report Content* , (Publication Number: EPA 560-F-14-003). This does not preclude the use of cooperative agreement funds for additional site characterization and assessment activities that may be necessary to characterize the environmental impacts at the site or to comply with applicable state standards.
2. AAI final reports produced with funding from this agreement must comply with 40 CFR Part 312 and must, at a minimum, include the information below. All AAI reports submitted to EPA Project Officers as deliverables under this agreement must be accompanied by a completed *All Appropriate Inquiries: Reporting Requirements Checklist for Assessment Grant Recipients* (Publication Number: EPA 560-F-17-194) that the EPA Project Officer will provide to the recipient. The checklist is available to CARs on EPA's website at www.epa.gov/brownfields. The completed checklist must include:
 - a. An **opinion** as to whether the inquiry has identified conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property.
 - b. An identification of **"significant" data gaps** (as defined in 40 CFR § 312.10), if any, in the information collected for the inquiry. Significant data gaps include missing or unattainable information that affects the ability of the environmental professional to identify conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property. The documentation of significant data gaps must include information regarding the significance of these data gaps.
 - c. **Qualifications and signature** of the environmental professional(s). The environmental professional must place the following statements in the document and sign the document:
 - “[I, We] declare that, to the best of [my, our] professional knowledge and belief, [I, we]

meet the definition of Environmental Professional as defined in §312.10 of this part.”

“[I, We] have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. [I, We] have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.”

Note: Please use either “I” or “We.”

- d. In compliance with §312.31(b), the environmental professional must include in the final report an ***opinion regarding additional appropriate investigation*** , if the environmental professional has such an opinion.
3. EPA may review checklists and AAI final reports for compliance with the AAI regulation documentation requirements at 40 CFR Part 312 (or comparable requirements for those using ASTM Standard 1527-13). Any deficiencies identified during an EPA review of these documents must be corrected by the recipient within 30 days of notification. Failure to correct any identified deficiencies may result in EPA disallowing the costs for the entire AAI report as authorized by 2 CFR § 200.338 through 2 CFR § 200.342. If a recipient willfully fails to correct the deficiencies EPA may consider other available remedies under 2 CFR § 200.342.

E. Completion of Assessment Activities

1. The CAR shall properly document the completion of all activities described in the EPA- approved workplan. This must be done through a final report or letter from a Qualified Environmental Professional, or other documentation provided by a State or Tribe that shows assessments are complete.

F. Inclusion of Additional Terms and Conditions

1. In accordance with 2 CFR § 200.333 the CAR shall maintain records pertaining to the cooperative for a minimum of three (3) years following submission of the final financial report unless one or more of the conditions described in the regulation applies. The CAR shall provide access to records relating to assessments supported with Assessment cooperative agreement funds to authorized representatives of the Federal government as required by 2 CFR § 200.336.
2. The CAR has an ongoing obligation to advise EPA if it assessed any penalties resulting from environmental non-compliance at sites subject to this agreement.

VI. PAYMENT AND CLOSEOUT

For the purposes of these Terms and Conditions, the following definitions apply: “payment” is EPA’s transfer of funds to the CAR; “closeout” refers to the process EPA follows to ensure that all administrative actions and work required under the cooperative agreement have been completed .

A. Payment Schedule

1. The CAR may request advance payment from EPA pursuant to 2 CFR § 200.305(b)(1) and the prompt disbursement requirements of the General Terms and Conditions of this agreement.

This requirement does not apply to states which are subject to 2 CFR § 200.305(a).

B. Schedule for Closeout

1. Closeout will be conducted in accordance with 2 CFR § 200.343. EPA will close out the award when it determines that all applicable administrative actions and all required work under the cooperative agreement have been completed.
2. The CAR, within 90 days after the expiration or termination of the cooperative agreement, must submit all financial, performance, and other reports required as a condition of the cooperative agreement 2 CFR Part 200.
 - a. The CAR must submit the following documentation:
 - i. The Final Technical Cooperative Agreement Report as described in Section III.F. of these Terms and Conditions.
 - ii. Administrative and Financial Reports as described in the Grant-Specific Administrative Terms and Conditions of this agreement.
 - b. The CAR must ensure that appropriate data have been entered into ACRES or all Property Profile Forms are submitted to the EPA Project Officer.
 - c. As required by 2 CFR § 200.343, the CAR must immediately refund to EPA any balance of unobligated (unencumbered) advanced cash or accrued program income that is not authorized to be retained for use on other cooperative agreements.



Housing and Revitalization
Department

OCT 10 2019

#2891-

Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 908
Detroit, Michigan 48226

Phone: 313.224.6380
Fax: 313.224.1629
www.detroitmi.gov

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October 7, 2019

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

RE: Request for Authorization to Accept the "Medicaid Children's Health Insurance Plan (CHIP), Community Development Lead Hazard Program 2020 Grant" from the Michigan Department of Health and Human Services

Honorable City Council:

Through the Michigan Department of Health and Human Services competitive grant funds, the City of Detroit was awarded \$1,274,300.00 for lead hazard control services. The grant will be used to provide support for local communities to support lead hazard control services to eligible households with Medicaid enrolled children in the City of Detroit. The Lead Hazard Grant allocation has been approved by the Michigan Department of Health and Human Services. There is no match requirement for this grant.

The City of Detroit through its Housing and Revitalization Department (HRD) proposes to accept this grant in the amount of \$1,274,300.00 to work with the Detroit Health Department (DHD) to investigate and identify CHIP recipients with high elevated blood lead levels.

The Housing & Revitalization Department requests this Honorable Body's authorization to accept this grant by supporting the attached resolution.

Respectfully submitted,

Donald Rencher
Director

Attachment

cc: S. Washington, Mayor's Office
V. Miller, HRD

CITY CLERK 2019 OCT 15 PM4:01

APPROVED
BUDGET DIRECTOR
Date 10/15/19

BY COUNCIL MEMBER: _____

WHEREAS, the Michigan Department of Health and Human Services has approved the “Medicaid CHIP Community Development Lead Hazard Program 2020 Grant” to support lead hazard control services to eligible households with Medicaid enrolled children in the City of Detroit; and

WHEREAS, the Housing & Revitalization Department has requested authorization to accept the “Medicaid CHIP Community Development Lead Hazard Program 2020 Grant” for assisting the Detroit Health Department (DHD) identify CHIP recipients with elevated blood lead levels; conduct lead abatement and inspections; renovate homes that recipients live in; and develop and execute an enrollee engagement and prioritization plan.

NOW THEREFORE BE IT RESOLVED, that the Mayor of the City of Detroit or his designee, is hereby authorized to accept the “Medicaid CHIP Community Development Lead Hazard Program 2020 Grant” in the amount of \$1,274,300.00 from the Michigan Department of Health and Human Services; and be it further

RESOLVED, that the Budget Director is hereby authorized to establish, set-up and appropriate and increase Appropriation #20694 by \$1,274,300.00; and to honor vouchers when submitted, in accordance with the terms and conditions set forth in the Grant Agreement between the Michigan Department of Health and Human Services and the City of Detroit for the “Medicaid CHIP Community Development Lead Hazard Program 2020 Grant”.

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David Whitaker, Esq.
Director
Irvin Corley, Jr.
Executive Policy Manager
Marcell R. Todd, Jr.
Senior City Planner
Janese Chapman
Deputy Director

John Alexander
LaKisha Barclift, Esq.
M. Rory Bolger, Ph.D., AICP
Elizabeth Cabot, Esq.
Tasha Cowen
Richard Drumb
George Etheridge
Deborah Goldstein

City of Detroit CITY COUNCIL

LEGISLATIVE POLICY DIVISION
208 Coleman A. Young Municipal Center
Detroit, Michigan 48226
Phone: (313) 224-4946 Fax: (313) 224-4336

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Thomas Stephens, Esq.
David Teeter
Theresa Thomas
Kathryn Lynch Underwood
Ashley Wilson

TO: The Honorable Detroit City Council

FROM: David Whitaker, Director 
Legislative Policy Division (LPD) Staff

DATE: October 15, 2019

RE: **State Enabling Legislation Regarding Solid Waste Permit Modification Process**

On August 12, 2019, Council Member Benson requested that the Legislative Policy Division (LPD) and the Buildings, Safety Engineering and Environmental Department (BSEED) provide reports describing legal standards and procedures applicable to the permit modification process for Republic Waste/Dinverno, Inc.'s solid waste facility in the City of Detroit.

On September 24, 2019, BSEED issued their report in response to that referral, thoroughly summarizing the process for review by the Solid Waste Facility Review Committee (SWERC). Council Member Benson subsequently directed LPD to report regarding the applicable state enabling legislation.

LPD's research identifies the following statutes as the basic state enabling legislation for the permit modification process at issue:

- The Michigan Zoning Enabling Act, MCL 125.3201

125.3201 Regulation of land development and establishment of districts; provisions; uniformity of regulations; designations; limitations.

Sec. 201. (1) A local unit of government may provide by zoning ordinance for the regulation of land development and the establishment of 1 or more districts within its zoning jurisdiction which regulate the use of land and structures to meet the needs of the state's citizens for food, fiber,

energy, and other natural resources, places of residence, recreation, industry, trade, service, and other uses of land, to ensure that use of the land is situated in appropriate locations and relationships, to limit the inappropriate overcrowding of land and congestion of population, transportation systems, and other public facilities, to facilitate adequate and efficient provision for transportation systems, sewage disposal, water, energy, education, recreation, and other public service and facility requirements, and to promote public health, safety, and welfare.

(2) Except as otherwise provided under this act, the regulations shall be uniform for each class of land or buildings, dwellings, and structures within a district.

(3) A local unit of government may provide under the zoning ordinance for the regulation of land development and the establishment of districts which apply only to land areas and activities involved in a special program to achieve specific land management objectives and avert or solve specific land use problems, including the regulation of land development and the establishment of districts in areas subject to damage from flooding or beach erosion.

(4) A local unit of government may adopt land development regulations under the zoning ordinance designating or limiting the location, height, bulk, number of stories, uses, and size of dwellings, buildings, and structures that may be erected or altered, including tents and recreational vehicles.

History: 2006, Act 110, Eff. July 1, 2006.

- The Michigan Natural Resources and Environmental Protection Act, Act 451 of 1994, Section 115 Solid Waste Management, MCL 324.11508

324.11508 Solid waste management program; certification.

Sec. 11508. A city, county, or district health department may be certified by the department to perform a solid waste management program. Certification procedures shall be established by the department by rule. The department may rescind certification upon request of the certified health department or after reasonable notice and hearing if the department finds that a certified health department is not performing the program as required.

History: 1994, Act 451, Eff. Mar. 30, 1995.

The Zoning Enabling Act provides for public participation in the process as follows:

125.3103 Notice; publication; mail or personal delivery; requirements.

Sec. 103. (1) Except as otherwise provided under this act, if a local unit of government conducts a public hearing required under this act, the local unit of government shall publish notice of the hearing in a newspaper of general circulation in the local unit of government not less than 15 days before the date of the hearing.

(2) Notice required under this act shall be given as provided under subsection (3) to the owners of property that is the subject of the request. Notice shall also be given as provided under subsection

(3) to all persons to whom real property is assessed within 300 feet of the property that is the

subject of the request and to the occupants of all structures within 300 feet of the subject property regardless of whether the property or structure is located in the zoning jurisdiction. Notification need not be given to more than 1 occupant of a structure, except that if a structure contains more than 1 dwelling unit or spatial area owned or leased by different persons, 1 occupant of each unit or spatial area shall be given notice. If a single structure contains more than 4 dwelling units or other distinct spatial areas owned or leased by different persons, notice may be given to the manager or owner of the structure, who shall be requested to post the notice at the primary entrance to the structure.

(3) The notice under subsection (2) is considered to be given when personally delivered or when deposited during normal business hours for delivery with the United States postal service or other public or private delivery service. The notice shall be given not less than 15 days before the date the request will be considered. If the name of the occupant is not known, the term "occupant" may be used for the intended recipient of the notice.

(4) A notice under this section shall do all of the following:

(a) Describe the nature of the request.

(b) Indicate the property that is the subject of the request. The notice shall include a listing of all existing street addresses within the property. Street addresses do not need to be created and listed if no such addresses currently exist within the property. If there are no street addresses, other means of identification may be used.

(c) State when and where the request will be considered.

(d) Indicate when and where written comments will be received concerning the request.

History: 2006, Act 110, Eff. July 1, 2006; ¾Am. 2008, Act 12, Imd. Eff. Feb. 29, 2008.

Depending on the particular issues involved in any individual facility or permit modification, there are myriad specific legal standards that may apply. The Zoning Enabling Act and the Solid Waste Management Act collectively run to over 80 pages of dense, single-spaced text that address many issues. Other constitutional, statutory, regulatory and common law provisions, such as rules governing the creation and mitigation of a nuisance, may come into play. Depending on factual developments any one or more other legal rules may prove decisive. If Council has any other questions or concerns regarding this subject, LPD will be happy to provide further research and analysis upon request.



MEMORANDUM

TO: Hon. Scott Benson, City Council District 3
Detroit City Council

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

DATE: September 24, 2019

RE: **BSEED Permit Standard**

This memorandum is in response to your request for the Buildings, Safety Engineering and Environmental Department (BSEED) to outline the standards used to grant or deny permit modifications for Republic Waste/Dinverno, Inc. Republic Waste/Dinverno, Inc. requested a modification of a previous hearing 126-95. A request of this nature will include a review by the Solid Waste Facility Review Committee (SWFRC). This committee is made up of City Planning Commission (CPC), BSEED's Environmental Affairs, Detroit Health Department (DHD), Department of Public Works (DPW), Detroit Fire Department (DFD), and Planning and Development Department (P&DD).

On July 24, 2019, BSEED held a Special Land Use (SLU) hearing which included the SWFRC. Following the hearing, BSEED will receive a response from the review committee, which will be included in the final decision. The standards used by this department to provide an approval or denial, can be found in Chapter 61 of the Detroit Zoning Ordinance. In Section 61-3-231, fifteen (15) criteria are listed that must be satisfied in order to approve the request by the department. The criteria are as follow:

- (1) The establishment, maintenance, location, and operation of the proposed Conditional Use will not be detrimental to or endanger the social, physical, environmental or economic wellbeing of surrounding neighborhoods, or aggravate any preexisting physical, social or economic deterioration of surrounding neighborhoods; and
- (2) The Conditional Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes permitted; and
- (3) The Conditional Use will not substantially diminish or impair property values within the neighborhood; and
- (4) The Conditional Use shall not be inconsistent with the goals and objectives of the City of Detroit Master Plan; and
- (5) The establishment of the Conditional Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district. Plans for such development and improvement shall be evidenced in a written or published community plan, development plan, cluster board plan, or similar document; and



- (6) Adequate utilities, access roads, drainage, and other necessary facilities have been or will be provided; and
- (7) The Conditional Use will be compatible with the capacities of public services and public facilities that are affected by the proposed use; and
- (8) The Conditional Use will be compatible with land uses on adjacent and nearby zoning lots in terms of location, size, and character. For purposes of this section, "nearby zoning lots" shall mean those lots on the same side of the same block face as the subject property; and
- (9) The Conditional Use will not hinder or have a detrimental effect upon vehicular turning patterns, ingress/egress, traffic flow, nearby intersections, traffic visibility and the clear vision triangle, and other vehicular and pedestrian traffic patterns in the vicinity; and
- (10) The Conditional Use will in all other respects conform to the applicable use regulations, dimensional requirements, general development standards, and any other applicable requirement of this Zoning Ordinance. In the event a dimensional or other variance is needed, the Buildings and Safety Engineering Department may approve the Conditional Use contingent on approval of the needed variance from the Board of Zoning Appeals as provided for in Sec. 61-3-219 of this Code; and
- (11) The Conditional Use is consistent with any approved preliminary site plan; and
- (12) The Conditional Use is so designed, located, planned, and to be operated so that the public health, safety, and welfare will be protected; and
- (13) The Conditional Use shall not involve activities, processes, materials, equipment or conditions of operation that will be detrimental to the physical environment or to public health and general welfare by reason of excessive production of noise, smoke, fumes, glare, or odors; and
- (14) The Conditional Use is consistent with and promotes the intent and purpose of this Chapter; and
- (15) Where a public, civic, or institutional use (See ARTICLE XII, DIVISION 1, Subdivision C) is proposed on land zoned industrial, the impacts of the normal operations that are allowed in the district, including noise, smoke, fumes, glare, and odor, shall not adversely affect the employees, patrons, or users of the proposed public, civic, or institutional facility.

At this time, the consideration for Republic Waste/Dinverno, Inc. is under review and a decision has not been made. If there are any additional questions regarding this matter, do not hesitate to contact me.

RAS/jp/dd


Cc: Honorable City Council
David Bell, Director BSEED
Marcell Todd, CPC
Louise Jones, City Clerk's Office
Stephanie Washington, City Council Legislative Liaison



City of Detroit
COUNCILMAN SCOTT R. BENSON

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MEMORANDUM

TO: David Bell, BSEED
FROM: Hon. Scott Benson, City Council District 
CC: Ron Brundidge, DPW
Stephanie Washington, Mayor's Office
VIA: Hon. Brenda Jones, City Council President
DATE: 12 August 2019
RE: BSEED PERMIT STANDARDS

Our office has been made aware of a request from Republic Waste requesting that the City of Detroit modify its previous permit which restricts and prohibits the type of waste they may collect. Republic Waste would like to have this request modified to allow for the acceptance of household waste and an increase to the amount of waste they may accept. Please prepare a response which provides the standards BSEED uses to grant or deny this type of permit modification.

If you have any questions do not hesitate to call my office at, 313-224-1198.

SRB

MEMORANDUM

TO: Mr. Keith Hutchins
 Director Municipal Parking Department

Mr. Ron Brundidge
 Director of Public Works

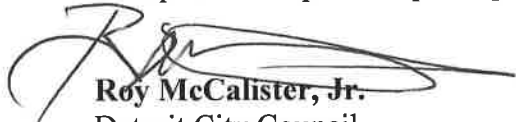
THROUGH: Scott Benson, Council Member
 City of Detroit

FROM: Roy McCalister, Jr., Council Member
 City of Detroit

DATE: October 16, 2019

RE: **Traffic and Parking Prices Market study for Downtown
 Detroit and other special event areas**

1. I am interested to know if your Department(s) has completed a traffic study in the last three (3) years taking into account the various parking rates on both public and private parking locations.
2. If so, what were the results of said study?
3. Regarding parking is there a median price during no special event?
4. Regarding parking, is there a median price during a special event?
5. Can you give me a grid of the least expensive all the way to the highest price during both options as described above? (Special event verses no special event pricing)
6. If you have any other pertinent information relative to the market for parking both public and private spaces please attach to this response.



Roy McCalister, Jr.
 Detroit City Council

CC:

- Council President Brenda Jones
- President Pro Tem Mary Sheffield
- Council Member Janee' Ayers
- Council Member Gabe Leland
- Council Member Andre Spivey
- Council Member James Tate
- Council Member Scott Benson
- Council Member Raquel Castaneda-Lopez'
- City Clerk
- Stephanie Washington, Mayor's Office

CITY CLERK 2019 OCT 16 PM 11:12