

Referred
11/19/19

**PLANNING AND
ECONOMIC
DEVELOPMENT
STANDING
COMMITTEE**

OFFICE OF CONTRACTING
AND PROCUREMENT

78

November 15, 2019

HONORABLE CITY COUNCIL:

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

6001612 100% City Funding – AMEND 1 – To Provide an Extension of Time for Landscape and Snow Removal Services for Homes in the Bridging Neighborhoods Program on an As Needed Basis. – Contractor: Detroit Grounds Crew – Location: 1420 Washington Blvd., Detroit, MI, 48225 – Contract Period: Upon City Council Approval through March 3, 2020 – Total Contract Amount: \$50,000.00. **HOUSING AND REVITALIZATION**
Previous Contract Period: August 30, 2018 to September 3, 2019

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER TATE

RESOLVED, that Contract No. 6001612 referred to in the foregoing communication dated November 15, 2019, be hereby and is approved.

OFFICE OF CONTRACTING
AND PROCUREMENT

November 15, 2019



HONORABLE CITY COUNCIL:

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

6001656 100% Federal Funding – AMEND 1 – To Provide an Amendment to the Frederick Douglass Development Project Agreement. – Contractor: Douglas Acquisition Company, LLC a Michigan Liability Company – Location: 630 Woodward Avenue, Detroit, MI 48226 – Contract Period: Upon City Council Approval through July 31, 2025 – Contract Increase Amount: \$262,000.00 – Total Contract Amount: \$10,462,000.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER TATE

RESOLVED, that Contract No. 6001656 referred to in the foregoing communication dated November 15, 2019, be hereby and is approved.

OFFICE OF CONTRACTING
AND PROCUREMENT



November 15, 2019

HONORABLE CITY COUNCIL:

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

3036561 100% City Funding – To Provide Funds to Cover Emergency Lease Agreement Payments through August 2019. – Contractor: WSSA Detroit Jefferson, LLC – Location: 503 S Saginaw Street Suite 600, Flint, MI 48502 – Contract Period: Upon City Council Approval through August 31, 2019 – Total Contract Amount: \$52,687.50. **HEALTH**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER **BENSON**

RESOLVED, that Contract No. 3036561 referred to in the foregoing communication dated November 15, 2019, be hereby and is approved.

City of Detroit



Alton James
Chairperson
Lauren Hood, MCD
Vice Chair/Secretary
Marcell R. Todd, Jr.
Director

CITY PLANNING COMMISSION
208 Coleman A. Young Municipal Center
Detroit, Michigan 48226
Phone: (313) 224-6225 Fax: (313) 224-4336
e-mail: cpc@detroitmi.gov

Brenda Goss Andrews
Damion W. Ellis
David Esparza, AIA, LEED
Gregory Pawlowski
Frederick E. Russell, Jr.
Angy Webb

November 15, 2019

HONORABLE CITY COUNCIL

RE: CPC Comments on Proposed Chapter 4 Sign Ordinance of 9/30/2019—City Council Public Hearing, 11/21/2019

Per the request of Council President Pro-Tem Sheffield, City Planning Commission (CPC) staff has prepared and updated an analysis of the proposed Chapter 4 (*Advertising and Signs*) amendment to the 2019 Detroit City Code. The public hearing for the Chapter 4 amendment is November 21, 2019. Chapter 4 is part of a multi-chapter revision of sign regulations. Chapter 50, *Zoning*, is also proposed for revision to move sign regulations out of Zoning and will be the subject of a CPC public hearing on the evening of November 21st.

Proposed Ordinance

The City Planning Commission staff has received from City Council the most recent Law Department draft of amendments to seven different chapters of the 2019 Detroit City Code with regard to signs. We commend the authors for having fashioned a comprehensive revision and updating of definitions, regulations, and procedures that have needed attention for a decade. We look forward to continued contribution to this effort via informal and formal review.

It has been the express desire to merge regulations for on-premises business signs and off-premises advertising signs into a single chapter of the City Code; the proposed Chapter 4 amendments would accomplish that task. The ordinance also allows owners to legally generate revenue from the display of super-graphics on their buildings downtown, as the proposed ordinance removes longstanding obstacles.

We acknowledge and appreciate the changes in the proposed ordinance from earlier versions and for its recognition of the importance of aesthetics:

- The creation of “sign districts” based on Master Plan classifications provides applicants and City staff a clear and objective basis for understanding which signs can go where in lieu of zoning districts.
- The value of local artists is recognized by the ordinance’s favoring of painted wall graphics.
- Landscaping requirements will improve the aesthetics of solitary billboards on a vacant lot.

- Downtown advertisers will be subject to considerable accountability requiring they be current with tax responsibilities and their building possessing a certificate of occupancy and certificate of compliance.
- For the first time, signs will be subject to amortization, consistent with state law and case law, requiring eventual compliance of existing noncompliant signs with proposed standards.
- The ordinance's statement of purpose is more robust and in line with cities of comparable size.
- Stringent provisions relating to obsolete, vacant, neglected and abandoned signs are clearly stated.
- Dynamic/digital advertising signs are specifically regulated for the first time.
- Portable signs in the right-of-way (sidewalk signs) are permitted and regulated.

Comments and Concerns

As is true of any major ordinance revision, there are innumerable "I's" to dot and "T's" to cross. We find a variety of sections where corrections are merited and where alternate language would be appropriate; those are listed in Attachment A. Additionally, certain provisions formally recommended by vote of the City Planning Commission in 2015 are missing from the most recent draft. Most importantly, however, several features of the ordinance have intended or unintended consequences that give us great pause, specifically:

- While the driving force behind the current revisions has been to remove the prohibition of advertising signs in the Central Business District (CBD), the Chapter 4 ordinance dramatically increases the areas where **conventional billboards and advertising wall signs** can be displayed outside the CBD—areas, including residential districts, where advertising signs have long been held as inappropriate (§4-4-103(9)). Concerns over new advertising sign allowances and the repeal of longstanding advertising sign prohibitions and limitations were strongly voiced at community/stakeholder meetings earlier this year. A more detailed description of this expanded allowance is provided in Attachment B.
- Review of signage is no longer able to be undertaken as part of **site plan review**—an unnecessary fragmenting of the project review process. Among other things, this precludes City Council from reviewing/approving/denying signage in large developments on land zoned SD4 (Special Development District, Riverfront Mixed-Use) and in SD5 (Special Development District, Casinos) (§50-2-1, §50-3-113(7), §50-3-135(4)(p), §50-3-152, §50-3-180). Excluding signage from site plan review may compromise the integrity of approved plans and have unintended impacts on adjacent properties and the right-of-way.
- City Council would no longer have the authority to approve/deny signage as part of its "**special district review**" responsibility. Special district review requires Council to authorize alterations to the exterior appearance of buildings and premises on land zoned PC (Public Center) and PCA (Public Center Adjacent, Restricted Central Business District). The City Planning Commission and the Planning and Development Department are also impacted.

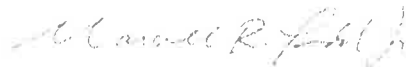
(§50-11-66) and §50-11-96)

- Those who object to an administrative decision or to a waiver or adjustment in favor of a sign applicant, such as neighboring property owners/residents/other businesses, have **no right to appeal** the determination. (§4-4-20(k)(6); §4-4-21)
- Sign application review staff is responsible for determining whether an advertising sign application is compliant with spacing and setback requirements, yet the ordinance repeals the provisions that place a burden on the applicant to indicate a proposed sign's proximity to nearby dwelling units, schools, parks/playgrounds, historic districts, rights-of-way, and other advertising signs (§50-6-80 through 50-6-84). More robust "**submittal requirements**" are warranted in general and for comprehensive sign plans in particular (§4-4-22).
- Nonconforming signs that have until January 1, 2030 to become subject to the proposed sign ordinance appear to enjoy a **loophole** to disregard the "no signs on vacant buildings" provision and the "Protection of Minors" prohibition against alcohol/tobacco advertising in certain locations. Tighter wording would be appropriate. (§4-4-19, §4-4-11(a))
- Violations of Chapter 4 sign provisions are proposed to be handled as **blight violations** but state law may not allow that. (§4-4-2; MCL 117.4q(4))

CPC staff submits these items, and those listed in Attachment A, as you consider the proposed Chapter 4 amendment.

ALTON JAMES, Chairperson

Respectfully submitted,



Marcell R. Todd, Jr., Director

M. Rory Bolger, Staff

Attachments

cc: Tonja Long, Law Department
Daniel Arking, Law Department
Arthur Jemison, Chief of Services and Infrastructure
Katy Trudeau, Deputy Director, Planning and Development Department
Karen Gage, Director of Zoning Innovation, Planning and Development Department

ATTACHMENT A: CPC staff concerns over 9-30-2019 draft of Sign Ordinance.

- The Planning and Development Department's and City Planning Commission's "Special District Review" authority to review and City Council's authority to approve/deny proposed signage on land zoned PC (§50-11-66) and PCA (§50-11-96) is not preserved.
- Authorization to review signage as part of site plan review is not preserved (§50-3-113(7), §50-3-135(4)(p), §50-3-180).
- Chapter 4 violations are to be treated as "blight violations" (§4-4-2), however, the Home Rule City Act (MCL 117.4q(4)) only allows eight types of ordinances to be handled as blight violations. Sign ordinances (outside of Zoning) do not appear to be one of the eight types.
- Restrictions on signage for home occupations are not preserved.
- Billboards that are currently nonconforming appear to be newly allowed to flout the alcohol-tobacco limitations until January 1, 2030 (§4-4-19) and the "no signs on vacant buildings" provision (§4-4-11(a)), among other provisions.
- Conformities/Nonconformities:
 - Many existing billboards are conforming uses (i.e., permitted uses in a given district), but are nonconforming structures—too high, too big under current Zoning. Unclear when billboards that are nonconforming structures are subject to the new Chapter 4 (§4-4-19).
 - Similarly, many advertising signs are both conforming uses and conforming structures but do not conform with the proposed new standards in Ch. 4 for height, area, setback, and spacing.
- Violations of the "protection of minors" ordinance (alcohol/tobacco sign provisions) are classified as misdemeanors but BSEED is responsible for enforcement; unclear whether BSEED writes misdemeanor tickets.
- The definition of "sponsorship sign" (§4-1-1) implies a much broader applicability than as specified under the sign regulations as accompaniments to public art (§4-4-63(a)(3)).
- Advertising signs require a BSEED permit which cannot be issued "except upon approval of a waiver of such prohibition..." (§4-4-102), however, no cross-reference is provided for "such prohibition." Rather, advertising signs are implicitly permitted in "High-density commercial/industrial," "High-density residential/mixed use," and "Low-density commercial/institutional" sign districts where they comply with required findings and dimensional specifications. Use of the term, waiver, is problematic.
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- Submittal requirements for permit applications (§50-6-80 through 50-6-84) not requiring a waiver are not preserved—placing all the burden on the application review staff to ascertain spacing between advertising signs, spacing from schools, historic districts,

parks/playgrounds, setbacks from right-of-way and residential units.

- Prohibition against advertising signs “wrapping” two or more facades of a building or structure (§4-4-7(2)) inaccurately implies that one façade could be wrapped even though no wall sign can cover the entirety of a façade (§4-4-45; 4-4-131).
- The only sign districts where advertising signs are not permitted are “low-density residential” and “recreation/open space” (§4-4-103(9)), thus newly permitting billboards in Master Plan-designated Institutional areas and advertising wall signs in Master Plan-designated medium and high density residential areas, which are often zoned residential or non-residential zoning classifications where advertising signs are currently prohibited.
- Policy formally adopted by the CPC on March 15, 2007 relative to signs for casino complexes on land zoned SD5 were recommended by the CPC for inclusion as part of the Sign Ordinance in its vote of June 18, 2015 on the insistence of the Law Department; these unique provisions are not reflected in the ordinance.
- Waivers and adjustments are permitted for “dimensional or operational” standards (§4-4-20); no clear statement is provided as to waivers/adjustments for the actual permissibility of a given sign type in a given sign district.
- Appeals of conditional approvals and denials are afforded to the petitioner (§4-4-20(k)(6)), but no appeal of an approved waiver or adjustment is afforded to a party objecting to a petition, such as a neighbor or community organization.
- P&DD is required to maintain a “transcript or other written or audio recording of the public hearing” involving waivers/adjustments (§4-4-20(m)(19)); unclear whether the transcript/written recording must be verbatim.
- P&DD is required to provide advisement (notice) of a hearing to owners and occupants within 300 feet of a premises involving a waiver/adjustment (§4-4-20(g)(3)); however, §4-4-20(p) provides that failure/refusal by P&DD to issue advisement or collect/admit comment does not constitute deprivation of a nearby individual’s right. This provision appears to render advisement of the public hearings as a “courtesy notice” and to immunize P&DD against procedural due process claims for appeal.
- Appeals of administrative decisions may only be made by the entity that is subject to the decision (§4-4-21); it appears that parties aggrieved by the administrative decision have no right of appeal.
- The definition of “building frontage” (§4-1-1) is more confusing than the current definition because of the phrase, “. . . as perpendicularly projected. . . .”
- CPC staff had recommended limiting the placement of advertising signs to streets designated by the Master Plan as “major thoroughfare” or “secondary thoroughfare” or in

“freeway adjacent areas;” the omission of that restriction permits advertising signs to be displayed on side streets.

- It is unclear why “portable signs” should be allowed to be illuminated and/or dynamic in select sign districts, including in the right-of-way (§4-4-41).
- Currently, signs in residential districts (e.g., schools, churches) are limited to 32 sq. ft. (§50-6-112) and signs for home occupations are prohibited in R1 and R2 districts and limited to 144 sq. inches in other residential districts (§50-12-488); the proposed ordinance would allow a wall sign to cover 10% of a façade in a low-density residential sign district (§4-4-45(c)). A house façade measuring 45’ X 20’ = 900 sq. ft.; a wall sign equaling 10%, or 90 sq. ft. would be permitted by the proposed ordinance—significantly more than what is currently allowed. However, the “maximum aggregate business sign area” permitted in low-density residential sign districts is specified as six sq. ft. in §4-4-62(a)(1). Unclear which of the two standards takes precedence?
- Directional signs count against the “maximum aggregate business sign area” and are accorded only a minimal increase over business signs (§4-4-63(d)), yet certain businesses, such as parking structures have a disproportionate need for directional signage.
- Business signs on multiple-story buildings may be 40 feet high (§4-4-65(b)(1)) except in low-density residential sign districts; however, “mechanical signs” are limited to 10 feet (§4-4-48(d)), “monument signs” are limited to 15 feet (§4-4-39(d)), “pole signs” are limited to 15 feet or 25 feet depending on street width (§4-4-40(d)), “portable signs” are limited to 4 or 5 feet (§4-4-41(e)). Unclear whether the 40 foot limit is meant to apply only to wall signs or to any business sign on the premises.
- The conversion of an existing and conforming static advertising sign to a dynamic sign is not straightforwardly addressed; the permit requirements of §4-4-102 require “waiver of such prohibition” but no prohibition is referenced and no public hearing is clearly mandated.
- The allowance of 60 advertising signs in the CBD ensures no clear public benefit except for the “Mitigation of harmful visual aesthetics” provisions (§4-4-132) which are only triggered by a (one-time) negative finding by the director of P&DD rather than by a legislative presumption of harmful visual effect. The P&DD director has authority only to request payment of a specified and proportionate monetary contribution by the applicant to a fund for public art purposes. The ordinance is silent on the City’s recourse where the applicant declines to make a monetary contribution. [Note: Pg 121, Lines 5-6 incorrectly reference “wall signs” twice.]
- Given the stated purpose of protecting public safety/traffic safety (§4-4-1(b)(2)), the rationale is unclear for permitting advertising signs in the right-of-way (§4-4-165),

placing vehicles even closer to distraction.

- The rationale is unclear for the inconsistency between the 250-foot spacing provision between advertising signs in the right-of-way (§4-4-165(7)) and the general 1,000 foot spacing provision between advertising signs (§4-4-103(1)) on private property.
- The enforcing authority for misdemeanor violations of the “Development Notification Signs” provisions is not identified (§4-5-2).

ATTACHMENT B: Ch. 4 Sign Ord.—Master Plan Subsectors (54 of 54)

CPC staff analysis of Master Plan maps reveals many specific locations where advertising signs outside of the Central Business District have heretofore been deemed inappropriate but would now be permitted by the proposed ordinance as pole signs (billboards) and/or wall signs, subject to applicable dimensional standards.

Master Plan Cluster	Subsector/ Neighborhood	Area of Impact, Zoning	Sign District	Master Plan Classification	Council District
1	Airport	Status quo			3
1	Davison	Hasse, Healy, Lamont, Fenelon, Conley btw Nancy and Desner—R1	Low-Density Commercial/ Institutional	Mixed-Town Center	3
1	Grant	E. Outer Drive btw Van Dyke, Conner: Church, hospital—R5	Low-Density Commercial/ Institutional	Institutional	3
1	Nolan	Status quo			3
1	Pershing	E 8 Mile/Sunset: armory—R3.	Low-Density Commercial/ Institutional.	Institutional	3
1	State Fair	Status quo			2 and 3
2	Burbank	Alma, Mayfield, Rochelle, Young btw Queen and Kelly—R1.	Low-Density Commercial/ Institutional	Mixed-Town Center	4
2	Conner	Conner Ave: former De la Salle HS site—R3 Hayes Rd N and S of Houston-Whittier—R1	Low-Density Commercial/ Institutional “.....”	Institutional Mixed-Town Center	4

Master Plan Cluster	Subsector/ Neighborhood	Area of Impact, Zoning	Sign District	Master Plan Classification	Council District
2	Denby	Whittier/McKinney: former Dominican HS—R1. Kelly btw Yorkshire, Hazelridge—R1	Low-Density Commercial/ Institutional “.....”	Institutional Mixed-Town Center	4
2	Mt. Olivet	Pelkery, Schoenherr N of Greinger—R3. Rowe, Annott btw E McNichols, Sauer: church, children’s services—R1	High-Density Residential Mixed-Use. “.....”	Medium Density Residential. Neighborhood Commercial.	3
3	Butzel	E Grand Blvd btw E Jefferson, Mack—R5, Grand Blvd overlay.	High-Density Residential Mixed-Use.	Medium Density Residential.	5
		Concord, Canton, Helen btw E Lafayette, Kercheval—R2.	“.....”	Mixed-Residential/ Commercial “.....”	5
		E Lafayette/Helen/ E Jefferson/Mt Elliott—SD4.	“.....”	“.....”	5
		St. Paul/Meldrum/ E Lafayette, Mt Elliott—Grand Blvd overlay.	Low-Density Commercial/ Institutional	Institutional	5
		Kercheval/Meldrum/ St. Paul, Mt Elliott—Grand Blvd overlay.	“.....”	“.....”	5
3	Chandler Park	Alter Road btw Mack, E. Warren—R2	High-Density Residential Mixed-Use	Neighborhood Commercial	4
		Chalmers btw Mack, E. Warren—R2	“.....”	“.....”	4
		Dickerson btw Mack, E. Warren—R2	“.....”	“.....”	4

Master Plan Cluster	Subsector/ Neighborhood	Area of Impact, Zoning	Sign District	Master Plan Classification	Council District
3	East Riverside	Status quo			4 and 5
3	Finney	E. Warren/Canyon: former Austin HS site—R1	Low-Density Commercial/ Institutional	Institutional	4
3	Foch	Kercheval/St. Jean: St. Maron church—R3	Low-Density Commercial/ Institutional	Institutional	4
3	Indian Village	E. Jefferson (south) btw Sheridan (ext), Burns—R6.	High-Density Residential Mixed-Use	High Density Residential	5
3	Jefferson/Mack	Dickerson btw E. Jefferson, Mack—R2	High-Density Residential Mixed-Use	Neighborhood Commercial	4
		Chalmers btw E. Jefferson, Mack—R2, R3	“.....”	“.....”	4
		Moross btw Chandler Park Dr.: hospital, Mack—R6	Low-Density Commercial/ Institutional	Institutional	4
3	Kettering	Canton, Concord, Helen btw E Grand Blvd, Edsel Ford—R2, R5.	Low-Density Commercial/ Institutional	Mixed-Residential/ Industrial	5
		Mt Elliott (east) btw Mack, E Warren—R3, R4.	High-Density Residential Mixed-Use	Medium Density Residential	5
		E Grand Blvd btw Mack, Hendrie (ext)—R5, Grand Blvd overlay.	“.....”	“.....”	5
3	St. Jean	Status quo			4

Master Plan Cluster	Subsector/ Neighborhood	Area of Impact, Zoning	Sign District	Master Plan Classification	Council District
4	Central Business District	All—PC, PCA, SD4, SD5, Grand Boulevard Overlay, Historic Districts.	Inside the CBD	Major Commercial, Special Commercial, Mixed-Residential Commercial, Institutional, Recreation, Low-Medium Density Residential	5 and 6
4	Corktown	All (other than Roosevelt Park), not designated historic” — R2, Grand Blvd overlay.	High-Density Residential Mixed-Use	Mixed-Residential/ Commercial	6

Master Plan Cluster	Subsector/ Neighborhood	Area of Impact, Zoning	Sign District	Master Plan Classification	Council District
4	Jeffries	W Forest/Rosa Parks Blvd/Grand River: vacant DPS site, veterans hsg—R2, R3, B1, Gateway Radial overlay, Grand Blvd overlay.	Low-Density Commercial/ Institutional.	Institutional	6
		Putnam, Avery, W Warren, Rosa Parks Blvd—B1, Grand Blvd overlay.	Low-Density Commercial/ Institutional.	Institutional	6
		W Edsel Ford/John C Lodge/W Warren/ Trumbull: WSU—R6.	Low-Density Commercial/ Institutional.	Institutional	6
		MLK/18 th /Fisher/ Jeffries—R2, R3, Grand Blvd overlay.	High-Density Residential Mixed-Use	Medium Density Residential	6
		Grand River btw John C Lodge, Rosa Parks Blvd—Gateway Radial overlay, Grand Blvd overlay.	High-Density Residential Mixed-Use	Mixed Residential Commercial	6
		Grand River/W Alexandrine/14 th —R2, R3, R5, Gateway Radial overlay, Grand Blvd overlay.	High-Density Residential Mixed-Use	Retail center	6
		Spruce/Trumbull/ Fisher/Rosa Parks Blvd—R2, R3, R4, B1, Grand Blvd overlay.	High Density Commercial Industrial	Special Commercial	6
		Elm/Grand River/John C Lodge/Fisher/ Trumbull: casino—R1, R2, R4, SD5, Grand Blvd overlay.	“.....”	“.....”	6

Master Plan Cluster	Subsector/ Neighborhood	Area of Impact, Zoning	Sign District	Master Plan Classification	Council District
4	Lower East Central	Lafayette Park, Elmwood, Hyde Park—R3, R5, R6	High-Density Residential Mixed-Use	Medium Density Residential	5
4	Lower Woodward	All (other than Tolan)—R2, R3, R5, R6, PC, PCA, SD1, SD2—Grand Blvd Overlay.	Low-Density Commercial/ Institutional; High-Density Residential Mixed-Use	Institutional; Medium Density Residential; Mixed-Residential/ Commercial; High Density Residential.	5 and 6
4	Middle East Central	Gratiot btw Chene, Mt. Elliott—Gateway Radial Thoroughfare	High-Density Residential Mixed-Use	Mixed Residential Commercial	5
4	Middle Woodward	Seward btw rear of Woodward and John C Lodge.	High-Density Residential Mixed-Use.	Medium Density Residential	5
		Chrysler/Mt Vernon: Humane Society—R5.	Low-Density Commercial/ Institutional.	Institutional	5
		Grand Blvd., Chrysler, Edsel Ford, John C Lodge—Grand Blvd overlay.	High Density Commercial/ Industrial. Low-Density Commercial/ Institutional.	Major Commercial	5
			High-Density Residential Mixed-Use	Mixed-Residential/Industrial.	5
				Mixed-Residential/ Commercial, Medium Density Residential	5
4	Near East Riverfront	All (other than Regional Park)—SD4, Grand Blvd overlay.	High-Density Residential Mixed-Use	Mixed-Residential/ Commercial	5
4	Upper East Central	Status quo			5
5	Boynton	Status quo			6
5	Chadsey	McGraw (north) west of Martin: Boysville—R2	Low-Density Commercial/ Institutional	Institutional	6
5	Condon	West Grand Blvd btw Magnolia, Edsel Ford—R5, Grand Blvd overlay.	High-Density Residential Mixed-Use.	Medium Density Residential	6
		Vinewood/Buchanan: vacant school site—R5	Low-Density Commercial/ Institutional	Institutional	6

Master Plan Cluster	Subsector/ Neighborhood	Area of Impact, Zoning	Sign District	Master Plan Classification	Council District
5	Hubbard Richard	W Grand Blvd btw W Lafayette, Toledo—R5, Grand Blvd overlay.	High-Density Residential Mixed-Use.	Medium Density Residential	6
5	Springwells	Status quo			6
5	Vernor/Junction	W. Grand Blvd btw W Lafayette, MLK—R2, R4, R5, Grand Blvd overlay. Dragoon, Livernois, Infantry S of W Vernor—R2.	High-Density Residential Mixed-Use. Low-Density Commercial/Institutional	Medium Density Residential Mixed-Town Center	6 6
5	West Riverfront	Status quo			6
6	Durfee	Rosa Parks, Buena Vista: former school site—R2. Rosa Parks, Webb: former hospital site—R5. Chicago/Linwood/Joy: seminary college—R6. Joy W of Lawton: former Brady School—R5.	Low-Density Commercial/Institutional. “.....” “.....” “.....”	Institutional “.....” “.....” “.....”	5 5 5 5

Master Plan Cluster	Subsector/ Neighborhood	Area of Impact, Zoning	Sign District	Master Plan Classification	Council District
6	Rosa Parks	McGraw/Linwood: Detroit Police Academy—R2, Grand Blvd overlay.	Low-Density Commercial/ Institutional.	Institutional	5
		Grand River/W Grand Blvd: church—R3, Grand Blvd overlay.	"....."	"....."	5
		W Grand Blvd/John C Lodge: hospital—R6, Grand Blvd overlay.	"....."	"....."	5
		W Grand Blvd btw Trumbull, Dexter—R5, R6, Grand Blvd overlay.	High-Density Residential Mixed-Use	Mixed-Residential/ Commercial	5
		Dexter btw W Grand Blvd, Northwestern—R1, R2, R6.	Low-Density Commercial/ Institutional.	Institutional	5
		Taylor btw Byron, John C Lodge: Herman Keifer site—SD2.	"....."	"....."	5
		Hazelwood btw Woodrow Wilson, Byron: former school site—SD2	"....."	"....."	5
6	Tireman	Status quo.			5 and 6
6	Winterhalter	Ewald Circle btw Dexter, Cortland—R2, R3	High-Density Residential Mixed-Use	Medium Density Residential	7
7	Brooks	Joy/St Marys: church—R5	Low-Density Commercial/ Institutional.	Institutional	7
7	Cody	Status quo			7

Master Plan Cluster	Subsector/ Neighborhood	Area of Impact, Zoning	Sign District	Master Plan Classification	Council District
7	Mackenzie	Lesure, Stansbury S of Schoolcraft—R1.	Low-Density Commercial/ Institutional.	Retail Center	7
		Meyers, Appoline, Steel, Sorrento, Ward, Cheyenne S of Jeffries—R1.	“.....”	“.....”	7
		Roselawn, Cloverlawn, Northlawn, Cherrylawn S of Elmhurst—R1.	“.....”	Mixed-Town Center	7
7	Rouge	Status quo.			7
8	Brightmoor	South of Schoolcraft, west of Evergreen: Vaughn, Heyden, Kentfield, Stout—R1, R2	Low-Density Commercial/ Institutional	Retail Center	1
8	Evergreen	Faust N of W 7 Mile: Arnold Home site.	Low-Density Commercial/ Institutional	Institutional	1
		Southfield (west) btw Thatcher (ext.), Curtis: WCCCD—R6.	“.....”	“.....”	1
		Trinity, Westbrook, Bentler, Chapel N of W McNichols—R1.	“.....”	Mixed-Town Center	1
8	Redford	Status quo			1
8	Rosedale	Burgess, Greydale, Lahser N of Verne—R1, R3.	Low-Density Commercial/ Institutional.	Mixed-Town Center	1
		Burt, Pierson S of W. McNichols: church—R3.	“.....”	“.....”	1
9	Cerveney-Grandmont	Greenfield btw Eaton, W McNichols—R2, R3, R4, P1.	High-Density Residential Mixed-Use	Medium Density Residential	1

Master Plan Cluster	Subsector/ Neighborhood	Area of Impact, Zoning	Sign District	Master Plan Classification	Council District
9	Greenfield	Greenfield btw W McNichols, James Couzens—R2, R4.	High-Density Residential Mixed-Use.	Medium Density Residential	2
		Fargo (ext)/Prevost/ Pembroke/Mansfield: church—R1.	Low-Density Commercial/ Institutional	Institutional	2
		W Outer Dr/Schaefer/ Santa Maria/ Ardmore: Hospital— R6.	Low-Density Commercial/ Institutional	“”	2
		W Outer Dr/ Ferguson/Santa Maria/Lindsay: church—R1.	“”	“”	2
9	Harmony Village	Marygrove—R5	Low-Density Commercial/ Institutional	Institutional	2
		Schaefer btw Puritan, W. McNichols—R2	High-Density Residential Mixed-Use	Medium Density Residential	2
		Meyers btw Lyndon, Puritan—R2, B1	“”	“”	2
10	Bagley	Meyers/Curtis: NWAC—R1.	Low-Density Commercial/ Institutional	Institutional	2
10	McNichols	University of Detroit Mercy--R6	Low-Density Commercial/ Institutional	Institutional	2
10	Palmer Park	Merton, Whitmore, Covington btw Woodward, Pontchartrain Blvd— R5.	High-Density Residential Mixed-Use	Medium Density Residential	2

Master Plan Cluster	Subsector/ Neighborhood	Area of Impact, Zoning	Sign District	Master Plan Classification	Council District
10	Pembroke	Norfolk Court: Blackstone Coop—R4.	High-Density Residential Mixed-Use “.....”	Medium Density Residential “.....”	2
		Kingswood, Cranbrook/ E of Wyoming—R3, R6.	“.....”	“.....”	2
		Meyers/Pembroke: church—R1.	Low-Density Commercial/ Institutional	Institutional	2
All	Citywide	School sites (demolished), hospital sites.	Low-Density Commercial/ Institutional	Institutional	1-7

The Low-Density Commercial/Institutional sign district would allow both pole signs, such as billboards, and wall signs; the High-Density Residential Mixed-Use sign district would allow advertising wall signs on nonresidential buildings.

The intended or unintended consequences of permitting advertising signs outside of the Central Business District where they are currently prohibited can largely be addressed by amending Sec 4-4-103(9) to add “Low-Density Commercial/Institutional Sign District” and “High-Density residential Mixed-Use Sign District” to the list of sign districts where advertising signs are not permitted and by adding a subsection (10) to Sec. 4-4-103 to specify that advertising signs are not permitted on streets other than those designated as “major thoroughfare” or “secondary thoroughfare” by the Master Plan or that are in a freeway adjacent area. (Such a change would be consistent with the CPC communications to the Law Department of 5/25/2019 and 6/12/2019.)

City of Detroit



Alton James
Chairperson
Lauren Hood
Vice Chair/Secretary
Marcell R. Todd Jr.
Director

CITY PLANNING COMMISSION
208 Coleman A. Young Municipal Center
Detroit, Michigan 48226
Phone: (313) 224-6225 Fax: (313) 224-4336
e-mail: cpc@detroitmi.gov

Brenda Goss Andrews
Damion W. Ellis
David Esparza, AIA, LEED
Gregory Pawlowski
Frederick E. Russell, Jr.
Angy Webb

November 14, 2019

HONORABLE CITY COUNCIL

RE: Proposed Text Amendment to Chapter 50 of the 2019 Detroit City Code, Zoning Traditional Main Street Overlay Ordinance (RECOMMEND APPROVAL)

On Thursday, September 19, 2019, the City Planning Commission (CPC) voted to recommend approval of the attached Zoning Ordinance text amendment to Your Honorable Body relative to the Traditional Main Street Overlay (TMSO) Area, among other provisions.

Background

In 2005 with the recent adoption of the major rewrite of Chapter 61, the Detroit Zoning Ordinance, the Planning and Development Department (P&DD) submitted a series of design-related provisions that would apply to a number of pedestrian retail oriented business strips where there was the desire for more sensitive design. These business strips were identified in the First General Text Amendment to the Zoning Ordinance as "Traditional Main Street Overlay (TMSO) Areas" (*Ord. No. 20-05*). Subsequent to 2005, the TMSO provisions were adjusted in 2013 (*Ord. No. 23-13*).

Currently, there are nine TMSO areas:

- (1) *West Seven Mile*. All zoning lots abutting West Seven Mile Road between the zoning lots at the four (4) corners of John R Avenue and the center line of Woodward Avenue.
- (2) *Grand River*. All zoning lots abutting Grand River Avenue between the center line of Woodmont Avenue and the zoning lots at the four (4) corners of Evergreen Road.
- (3) *Bagley/Vernor*. All zoning lots abutting Bagley Avenue between the center line of 16th Street and the center line of 24th Street; and all zoning lots abutting West Vernor Highway between the center line of Newark Avenue and the center line of Clark Street.
- (4) *Livernois/West McNichols*. All zoning lots abutting Livernois Avenue between the center line of the John C. Lodge Freeway and the center line of West Eight Mile Road; and all zoning lots abutting West McNichols Road between the center line of Lawton Avenue and the zoning lots at the four (4) corners of Wyoming Avenue.
- (5) *East Jefferson*. All zoning lots abutting East Jefferson Avenue between the center lines of Dickerson Avenue/Gray Avenue and the city limits of Grosse Pointe Park.
- (6) *Woodward*. All zoning lots abutting Woodward Avenue between the center line of Temple Avenue/Alfred Street and the city limits of Highland Park.

- (7) *Grand Boulevard*. All zoning lots abutting West Grand Boulevard/East Grand Boulevard between the John C. Lodge freeway (M-10) and the eastern edge of Cameron Street (extended).
- (8) *Michigan Avenue*. All zoning lots abutting Michigan Avenue between the John C. Lodge freeway (M-10) and the zoning lots at the four (4) corners of Vinewood Avenue.
- (9) *Vernor/Springwells*. All zoning lots abutting West Vernor Highway between the center line of Clark Street and the zoning lots at the four (4) corners of Woodmere Avenue; and all zoning lots abutting Springwells Avenue between the four (4) corners of West Vernor Highway and the four (4) corners of the Fisher Freeway (I-75) service drives.

Zoning lots abutting these nine TMSO street segments are subject to additional design standards intended to improve the curb appearance of the business strip and to enhance a pedestrian-friendly environment. Those standards relate to a variety of factors:

- Building site relationship; placement and orientation.
- Site design standards: Fencing.
- Building design: Style.
- Building design standards:
 - Massing, scale, and form.
 - Façade and architectural details.
 - Drive-up and drive-through facilities.
 - Corner lot buildings.
 - Entryways.
 - Materials.
 - Color and finish.
 - Awnings, canopies and marquees.
 - Lighting.
 - Blank walls.
 - Security roll-down doors and grilles.
 - Utilities, Service Areas, and Rooftop mechanical equipment.
 - Architecturally and historically significant buildings; renovation, addition and maintenance of existing buildings.
 - Vacant structures.
- Parking design standards: parking areas.
- Signage and communication elements design standards.

As part of the Administration's efforts to support and encourage development along neighborhood commercial corridors, the Planning and Development Department is suggesting a series of updates and revisions to the TMSO provisions.

Scope of the proposed "TMSO Ordinance"

The proposed ordinance would alter provisions related to three overlay areas, not just the TMSO:

- Traditional Main Street Overlay (TMSO) Area,
 - The **boundaries** of the Grand River Avenue TMSO are expanded and also include a portion of Lahser Avenue (*Sec. 50-11-382*).
 - Segments of **East Warren and West Warren** Avenues are added to the list of TMSOs (*Sec. 50-11-312*).
 - Eleven of the **TMSO design standards** are further tailored to the various TMSO areas: Building site relationship, placement and orientation (*Sec. 50-14-432*); Façade and architectural details (*Sec. 50-14-436*); Drive-up and drive-through facilities (*Sec. 50-14-437*); Materials (*Sec. 50-14-440*); Color and finish (*Sec. 50-14-441*); Lighting (*Sec. 50-14-443*); Blank walls (*Sec. 50-14-444*); Security roll-down doors and grilles (*Sec. 50-14-445*); Vacant structures (*Sec. 50-14-448*); Parking design standards (*Sec. 50-14-449*); Signage and communication elements (*Sec. 50-14-450*).
 - Various “**maker**” uses (light industrial) are newly permitted in TMSOs on land zoned B2, B3, and B4, where the goods made are sold on site (*Sec. 50-9-47; Sec. 50-9-53; Sec. 50-9-77; Sec. 50-9-107; Sec. 50-9-113; Sec. 50-12-81; Sec. 50-12-82; Sec. 50-12-334; Sec. 50-12-336; Sec. 50-12-340; Sec. 50-12-342; Sec. 50-12-353; Sec. 50-12-359; Sec. 50-12-360; Sec. 50-12-361; Sec. 50-12-362; and Sec. 50-12-363*).
 - **Mixed-use residential/commercial-industrial** uses are further encouraged in TMSOs (*Sec. 50-9-44; Sec. 50-9-50; Sec. 50-9-74; Sec. 50-9-80; Sec. 50-9-104; Sec. 50-9-110; Sec. 50-12-22; Sec. 50-12-159; and Sec. 50-12-162*).
 - **Cabarets and bars** are newly permitted in TMSOs on land zoned B2 (*Sec. 50-9-52; Sec. 50-12-62; Sec. 50-12-66; Sec. 50-12-218; and Sec. 50-12-220*).
 - **Brewpubs** are newly permitted in TMSOs on land zoned B3 (*Sec. 50-9-76; Sec. 50-12-62; and Sec. 50-12-217*).
 - **Parking** regulations for uses in TMSOs are made more flexible (*Sec. 50-14-7; Sec. 50-14-34; Sec. 50-14-49; and Sec. 50-14-153*).
 - Membership of the **Design Review Advisory Committee**, which advises the Buildings, Safety Engineering and Environmental Department on TMSOs, is updated and reduced (*Sec. 50-2-62*).
- **Gateway Radial Thoroughfare Overlay Area**—the number of uses prohibited on Gateway Radials is reduced to allow certain “maker” uses (light industrial) in B2 and B4 Districts (*Sec. 50-11-364*).
- **Far Eastside Overlay Area**—the overlay is eliminated in its entirety (*Sec. 50-7-6; Sec. 50-11-491; Sec. 50-11-492; Sec. 50-11-493; Sec. 50-11-494; Sec. 50-11-495; Sec. 50-11-496; Sec. 50-11-497; Sec. 50-11-498; Sec. 50-11-499; Sec. 50-11-500; Sec. 50-11-501; Sec. 50-11-502; and Sec. 50-11-503*).

Additionally, this text amendment provides for the following, applicable citywide:

- Removes “**secondhand stores/secondhand jewelry stores**” from the list of Regulated Uses (*Sec. 50-3-323; Sec. 50-12-69; Sec. 50-12-134; Sec. 50-12-304; and Sec. 50-16-362*);
- Expands the definition of “**residential use combined in structures** with permitted commercial uses” (*Sec. 50-16-362*);
- Clarifies the **rear setback** requirements in three instances (SD1, SD2 and TMSO) (*Sec. 50-11-215; Sec. 50-11-245*).

Results of September 5, 2019 CPC hearing

In 2019, P&DD staff had appeared before the CPC to offer a preview of the TMSO ordinance and at its regular meeting of September 5, 2019, the City Planning Commission held a statutory public hearing relative to the proposed changes in the TMSO overlay as well as other, unrelated zoning matters. Staff of P&DD and the CPC reviewed the proposed provisions of the text amendment and discussion ensued among commissioners.

Six speakers, including the Detroit Economic Growth Corporation, spoke in support of the proposed text amendment. Six letters were received, five of which were in support. A sixth letter, from Midtown Inc., indicated support and also included suggestions for modifications. Four corrections to the draft ordinance were proposed and accepted. One provisions was stricken from the ordinance but at the subsequent CPC meeting of September 19, 2019, it was restored.

Conclusion

On September 19, 2019, the City Planning Commission voted to recommend **approval** of the proposed TMSO text amendment to Your Honorable Body. The attached ordinance, approved as to form by the Corporation Counsel, is ready for City Council’s consideration.

ALTON JAMES, Chairperson

Respectfully submitted,



Marcell R. Todd, Jr., Director

M. Rory Bolger, Staff

Attachment

- cc: Katy Trudeau, Deputy Director, PDD
 Karen Gage, PDD
 David Bell, Director, BSEED
 Lawrence Garcia, Corporation Counsel
 Kimberly James, Law Department
 Tonja Long, Law Department
 Arthur Jemison, Chief of Infrastructure and Services



Housing and Revitalization
Department

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

Phone: 313.224.6388
Fax: 313.224.1638
www.detroitmi.gov



November 08, 2019

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

**RE: First Amendment to Development Agreement
Frederick Douglass Development Project - Douglass Acquisition Company LLC**

Honorable City Council:

In July 2018, the Detroit Housing Commission (“DHC”) entered into a purchase agreement for sale of the former Frederick Douglass public housing site (“Douglass Site”) to the Douglass Acquisition Company LLC (“DAC”) for \$23M. The Douglass Site, comprised of roughly 22 acres of vacant land near the southern end of Brush Park in the City of Detroit, has not had residents living at the site since 2008. DAC intends to develop the entire Douglass Site into several mixed-income residential projects providing over 800 units, along with construction of various other commercial, retail and public space components. Total development costs are expected to exceed \$300M.

Furthermore, in 2017, the Housing and Revitalization Department (“HRD”) entered into an Affordable Housing Agreement (“AH Agreement”) with Bedrock Management Services LLC (“Bedrock”), of which DAC is an affiliate, to provide for the construction of affordable housing units in the event the City supports Bedrock residential development with a financial incentive. HRD recognizes that the Douglass Site will require significant public road and utility infrastructure, pre-development, housing construction, site prep work, environmental work and park construction (“Improvements”) to become a viable project in the City. Additionally, HRD believes that the proposed development at the Douglass Site poses an opportunity to create new affordable residential units in the City of Detroit.

In support of the Improvements and creation of new affordable units at the Douglass Site, the City entered into that certain development agreement with DAC that was approved by Detroit City Council on July 31, 2018 (the “Development Agreement”). The Development Agreement committed to make \$10.2M in certain funding available to DAC, provided that they meet certain underwriting criteria. Pursuant to the Development Agreement, HRD agreed to make Federal HOME (\$6M) and CDBG (\$3M) funds available to DAC, along with \$1.2M from DWSD, to support DAC’s construction of the Improvements and a commitment that 156 units or 25% of the total rental units at the Douglass Site be affordable units for a period of 30 years under the terms of the AH Agreement.

Development at the Douglass Site has been delayed due to unexpected environmental and site due diligence activities that exceeded the initial project schedule. At this time, DAC contemplates

closing on acquisition of the Douglass Site by the end of 2019 and has asked the City to amend the Development Agreement to: (1) reflect updates and changes to the project schedule and the new purchase agreement between DHC and DAC, (2) provide a \$262,000 increase to the CDBG commitment and (3) clarify certain terms as they relate to the funding provided under the Development Agreement and the AH Agreement.

For the reasons stated above, we respectfully request your adoption of the attached resolution that: 1) approves a First Amendment to Development Agreement and 2) approves an increase of the CDBG funding allocation towards completion of the Improvements.

Respectfully submitted,



Donald Rencher, Director
Housing & Revitalization Dept.



Gary A. Brown, Director
Water & Sewerage Dept.

cc: S. Washington, Mayor's Office

RESOLUTION

BY COUNCIL MEMBER: _____

WHEREAS, the City of Detroit ("City"), by and through its Housing and Revitalization Department ("HRD") and Water and Sewerage Department ("DWSD"), entered into that certain development agreement with Douglass Acquisition Company LLC ("DAC") as approved by Detroit City Council on July 31, 2018 (the "Development Agreement") and related to DAC's development of roughly 22 acres in the City of Detroit known as the "Douglass Site"; and

WHEREAS, the City and DAC now wish to amend the Development Agreement pursuant to the First Amendment to Development Agreement attached hereto in Exhibit A and incorporated herein (the "Amendment"); and

WHEREAS, the Amendment, among other terms, will increase the \$3,000,000 allocation of CDBG funds contemplated in the Development Agreement by an amount of \$262,000 ("Additional CDBG Funds"); now therefore be it

RESOLVED, that Detroit City Council hereby approves the Amendment, subject to the subsequent approval of the Amendment by the City's Board of Water Commissioners, if legally required; and be it further

RESOLVED, that Detroit City Council hereby approves allocation and use of the Additional CDBG Funds under the terms of the Development Agreement, as amended by the Amendment; and be it further

RESOLVED, that the HRD Director, or his authorized designee, be and is hereby authorized to execute the Amendment, as well as any such other documents as may be necessary to effectuate transfer of the Additional CDBG Funds to the DAC pursuant to the Development Agreement, as amended by the Amendment; and be it further

RESOLVED, that the DWSD Director, or his authorized designee, subject to the approval of the City's Board of Water Commissioners if legally required, be and is hereby authorized to execute the Amendment; and be it further

RESOLVED, that the Chief Financial Officer, or his authorized designee, is hereby authorized to increase the necessary accounts and honor expenditures, vouchers and payrolls when presented in accordance with the foregoing communication and standard City procedures.

(See Attached Exhibit A)

EXHIBIT A

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

[See Attached]

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this "Amendment") is made and entered into as of the ___ day of _____, 2019, by and between the City of Detroit ("City"), a Michigan municipal corporation acting by and through its Housing and Revitalization Department ("HRD"), with an address of 2 Woodward Avenue, Suite 908, Detroit, Michigan 48226, and its Water and Sewerage Department ("DWSD"), with an address of 735 Randolph Street, Detroit, Michigan 48226, and Douglass Acquisition Company LLC, a Michigan limited liability company ("DAC"), with an address of 630 Woodward Avenue, Detroit, Michigan 48226, based upon the following:

A. The City and DAC entered into that certain Development Agreement which was approved by the Detroit City Council on July 31, 2018 and the Detroit Board of Water Commissioners on August 15, 2018 (the "Agreement").

B. The Agreement was entered into in connection with that certain Purchase Agreement, dated July 12, 2018, by and between Detroit Housing Commission ("DHC"), as seller, and DAC, as purchaser, as amended by that certain First Amendment to Purchase Agreement, dated October 8, 2018, as further amended by that certain Second Amendment to Purchase Agreement, dated November 20, 2018, as further amended by that certain Third Amendment to Purchase Agreement, dated February 21, 2019, as further amended by that certain Fourth Amendment to Purchase Agreement, dated July 1, 2019 (as amended and collectively, the "Original Purchase Agreement"), with respect to the purchase and sale of the Project Area (as defined in the Agreement).

C. The Original Purchase Agreement was terminated by DAC on July 22, 2019 by that certain letter, dated July 22, 2019, from DAC to DHC in accordance with the terms of the Original Purchase Agreement and is of no further force and effect.

D. On September 23, 2019, DHC, as seller, and DAC, as purchaser, entered into a new Purchase Agreement (the "New Purchase Agreement") with respect to the purchase and sale of the Project Area.

E. The City and DAC desire to reaffirm the Agreement and amend certain terms and conditions of the Agreement, all as set forth in this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, and subject to the terms and conditions contained herein, the City and DAC agree as follows:

1. Defined Terms. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

2. Reaffirmation of Agreement. Notwithstanding the termination of the Original Purchase Agreement and the entering into of the New Purchase Agreement by DHC and DAC, the Agreement is in full force and effect in accordance with its terms (as amended by this

Amendment). The City and DAC hereby ratify and reaffirm the validity and enforceability of the Agreement (as amended by this Amendment).

3. Amendments to Agreement. The Agreement is hereby amended as follows:

(a) All references in the Agreement to the "Purchase Agreement" shall be replaced with the "New Purchase Agreement" as defined above.

(b) The first sentence of Section 2 of the Agreement before subparagraphs (A)-(C) of such Section 2 is deleted in its entirety and replaced with the following:

"The City shall provide Ten Million Four Hundred Sixty-Two Thousand and 00/100 Dollars (\$10,462,000.00) (the "Funds") to DAC for the Improvements as follows:"

(c) Section 2(B) of the Agreement is hereby deleted in its entirety and replaced with the following:

"B. \$3,262,000.00 of the Funds in the CDBG Program funding paid over a period of 5 years unless such period is extended by DAC in its sole discretion ("CDBG Funds"); and"

(d) Section 2(C) of the Agreement is hereby deleted in its entirety and replaced with the following:

"\$1,200,000.00 portion of the Funds shall be funded by DWSD (the "DWSD Funds") to DAC for infrastructure improvements upon approval of DAC's Project scope and Master Plan."

(e) The first sentence of the first full paragraph in Section 2 of the Agreement after subparagraphs (A)-(C) of such Section 2 is deleted in its entirety and replaced with the following:

"The Home Funds are considered a Financial Incentive approved by the City for the Projects. The CDBG Funds are also considered a Financial Incentive approved by the City for the Projects, unless such CDBG Funds are not used for vertical housing construction and are used for any of the following:

(i) public road and utility infrastructure;

(ii) pre-development work and activities;

(iii) site preparation work;

(iv) park construction; and/or

(v) environmental remediation.

If the CDBG Funds are used for any of the purposes provided in subparagraphs (i) through (v) above, such CDBG funds shall not be considered a Financial Incentive (including as such term "Financial Incentive" is defined in the AH Agreement) approved by the City for the Projects. Notwithstanding the foregoing or anything contained in this Agreement to the contrary, in no event shall the DWSD Funds be considered a Financial Incentive."

- (f) Section 9(B) of the Agreement is deleted in its entirety and replaced with the following:

"DAC's Official Representatives are:

Douglass Acquisition Company LLC
630 Woodward Avenue
Detroit, Michigan 48226
Attn: Matthew Cullen
Email: MatthewCullen@bedrockdetroit.com

and

Douglass Acquisition Company LLC
630 Woodward Avenue
Detroit, Michigan 48226
Attn: General Counsel
Email: danreinhard@jackentertainment.com

and

Honigman LLP
660 Woodward Avenue
2290 First National Building
Detroit, Michigan 48226
Attn: David J. Jacob, Esq.
Email: djacob@honigman.com"

- (g) The following additional sentence is added at the end of Section 13(I) of the Agreement:

“Notwithstanding the foregoing or anything to the contrary contained in this Agreement, DAC may assign this Agreement, in whole or in part, to any parent, subsidiary or other entity controlling, controlled by, or under common control with, DAC, provided, that DAC provides the City with notice of any such assignment.”

- (h) The following new Section 13(M) is added to the Agreement after Section 13(L) of the Agreement:

“The obligations of the parties under this Agreement are expressly conditioned upon the closing of the consummation of the transaction contemplated under the Purchase Agreement and DAC’s acquisition of title to the Project Area pursuant to such Purchase Agreement.”

4. Power and Authority. The City and DAC each hereby represent and warrant to each other that they have all necessary power and authority to enter into this Amendment, and that the entering into this Amendment does not require any additional consents, approvals, or authorizations.

5. Conflicts; Ratification. In the event of a conflict between the terms, covenants, conditions and provisions of the Agreement and the terms, covenants, conditions and provisions of this Amendment, the terms, covenants, conditions and provisions of this Amendment shall govern and control. Except as modified or amended by this Amendment, all of the terms, covenants, conditions and provisions of the Agreement are hereby ratified and confirmed and the Agreement is and remains in full force and effect.

6. Successors and Assigns; Amendments. This Amendment shall bind and inure to the benefit of the parties hereto and their successors and permitted assigns. This Amendment may be modified or amended only by an additional written instrument or agreement signed by the parties hereto or their successors and permitted assigns.

7. Counterparts. This Amendment may be executed in multiple counterparts and by electronic or facsimile delivery, each of which shall be deemed to constitute an original document but all of which shall constitute one document.

8. Governing law. This Amendment shall be governed by and construed in accordance with the laws of the State of Michigan. The parties consent to the exclusive jurisdiction of the courts (state and federal) located within Wayne County in the State of Michigan in connection with any dispute under this Amendment.

**[SIGNATURE PAGE TO FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF DETROIT AND DOUGLASS ACQUISITION
COMPANY LLC]**

IN WITNESS WHEREOF, the parties have executed this First Amendment to Development Agreement as of the date first set forth above.

CITY OF DETROIT, by and through its
HOUSING AND REVITALIZATION
DEPARTMENT

By: _____

Name: Donald Rencher

Its: Director

CITY OF DETROIT, by and through its
WATER AND SEWERAGE DEPARTMENT

By: _____

Name: Gary Brown

Its: Director

DOUGLASS ACQUISITION COMPANY LLC,
a Michigan limited liability company

By: _____

Name: Matthew P. Cullen

Its: Authorized Representative

Approved by Detroit City Council on:

Chief Procurement Officer

Approved by
Board of Water Commissioners on:

August 15, 2018

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

Supervising Assistant Corporation Counsel



CITY OF DETROIT
OFFICE OF THE CHIEF FINANCIAL OFFICER
OFFICE OF THE ASSESSOR

89

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE, SUITE 824
DETROIT, MICHIGAN 48226
(313) 224-3011 • TTY: 711
(313) 224-9400
WWW.DETROITMI.GOV

CITY CLERK 2019 NOV 15 4:44:55

November 15, 2019

Honorable City Council

RE: Northlawn Limited Dividend Housing Association LLC – Payment in Lieu of Taxes (PILOT)

Larc Properties, Inc. has formed Northlawn Limited Dividend Housing Association LLC in order to develop the Project known as Northlawn Garden Apartments. The Project is an existing ninety-six (96) unit affordable housing complex located in twelve (12) two-story residential buildings in an area bounded by Plymouth Road on the north, Oakman Boulevard on the east, West Chicago on the south and Ohio Avenue on the west. The rehabilitation Project will include ninety-six (96) 1 bedroom/1 bath apartments and exterior/landscape improvements.

A tax-exempt bond construction loan in the amount of \$5,369,886, a tax-exempt bond permanent mortgage loan in the amount of \$3,108,101 and a HOME loan in the amount of \$1,347,120 will be provided by the Michigan State Housing Development Authority. The City of Detroit is providing new gap funding of HOME in the amount of \$791,577 and will allow the assumption of an existing HOME loan in the amount of \$2,000,000. Affordable Housing Partners, Inc. will make Capital Contributions of \$2,699,955 which includes the purchase of Low Income Housing Tax Credits. The Sponsor has agreed to defer \$75,427 of the developer fee.

The existing Section 8 Housing Assistance Payments (HAP) Contract covering ninety-four (94) units provided by the U.S. Department of Housing and Development (HUD) will be assumed and renewed. A HUD Operating Cost Adjustment Factors rental increase is scheduled to go into effect January 1, 2020. The ninety-fifth (95th) unit will be rented to tenants whose incomes do not exceed sixty percent (60%) of area median income. The ninety-sixth (96th) unit will be used as a management office/manager's unit. All ninety-six (96) units will be subject to the PILOT based on Section 15a of the State Housing Development Authority Act of 1966, as amended.

In order to make this development economically feasible, it is necessary for it to receive the benefits of tax exemption under Section 15a of the State Housing Development Authority Act of 1966 (P.A. 346 as amended, MCL 125.1415A). Adoption of the resolution by your Honorable Body will therefore satisfy the requirements of Public Act 346 and City Ordinance 9-90, as amended, by establishing a service charge of four percent (4%) of the annual net shelter rent obtained from this housing project.

Respectfully submitted,

Alvin Horhn
Deputy CFO/Assessor

Attachment
JB/jb



BY COUNCIL MEMBER _____

WHEREAS, pursuant to the provisions of the Michigan State Housing Development Act, Act 346 of the Public Acts of 1966, as amended, being MCL 125.1401 se seq. (the "Act"), a request for exemption from property taxes has been received on behalf of Larc Properties, Inc. (the "Sponsor"); and

WHEREAS, a housing project as defined in the Act is eligible for exemption from property taxes under Section 15a of the Act (MCL 125.1415a) if the Michigan State Housing Development Authority ("MSHDA") provides funding for the housing project, or if the housing project is funded with a federally-aided mortgage as determined by MSHDA; and

WHEREAS, Section 15a of the Act (MCL 125.1415a) provides that the local legislative body may establish by ordinance the service charge to be paid in lieu of taxes, commonly known as a PILOT; and

WHEREAS, the City of Detroit has adopted Ordinance 9-90, as amended, being Sections 18-9-10 through 18-9-16 of the Detroit City Code to provide for the exemption from property taxes of eligible housing projects and to provide for the amount of the PILOT for said housing projects to be established by resolutions of the Detroit City Council after review and report by the Board of Assessors; and

WHEREAS, the Sponsor is proposing to undertake the rehabilitation of an existing housing project to be known as Northlawn Garden Apartments consisting of the rehabilitation of ninety-six (96) units in twelve (12) buildings located on two (2) parcels of property owned or to be acquired by the Sponsor as described by street address and tax parcel in Exhibit A to this resolution, with ninety-six (96) units for low and moderate income housing (the "Project"); and

WHEREAS, the purpose of the Project is to serve low to moderate income persons as defined by Section 15a(7) of the Act, being MCL 125.1415a(7); and

WHEREAS, MSHDA has provided notice to the Sponsor that it intends to approve federal-aided financing for the Project, provided that the Detroit City Council adopts a resolution establishing the PILOT for the Project; and

WHEREAS, pursuant to Section 15a of the Act, being MCL 125.1415a(1), the tax exemption is not effective until the Sponsors first obtain MSHDA certification that the housing project is eligible for exemption, and files an affidavit, as so certified by MSHDA, with the Board of Assessors; and

WHEREAS, pursuant to Section 18-9-13(G) of the Detroit City Code, the tax exemption shall be effective on adoption, with the tax exemption and PILOT payment to occur only upon bona fide use and physical occupancy by persons and families eligible to move into the project, in accordance with the Act, which must occur as of December 31 of the year preceding the tax year in which the exemption is to begin;



NOW, THEREFORE, BE IT

RESOLVED, that in accordance with City Code Section 18-9-13, the Project known as Northlawn Garden Apartments as described above is entitled to be exempt from taxation but subject to the provisions of a service charge of four percent (4%) for payment in lieu of taxes as set forth in Act No. 346 of the Public Acts of 1966, as amended, being MCL 125.1401, et seq.; and be it further

RESOLVED, that arrangements to have collections of a payment in lieu of taxes from the Sponsor be established upon occupancy for future years with respect to the same be prepared by the Office of the Chief Financial Officer; and be it further

RESOLVED, that specific legal description for the Project shall be as set forth in the certification from MSHDA; and be it further

RESOLVED, that in accordance with Section 15a(3) of the Act, MCL 125.1415a(3), the exemption from taxation shall remain in effect for as long as the MSHDA-aided or Federally-aided financing is in effect, but not longer than fifty (50) years, and shall terminate upon the determination by the Board of Assessors that the Project is no longer eligible for the exemptions; and be it further

RESOLVED, that the City Clerk furnish the Office of the Chief Financial Officer – Office of the Assessor two certified copies of this resolution; and be it further

RESOLVED, that this resolution is adopted with a waiver of reconsideration.



EXHIBIT A

Northlawn Limited Dividend Housing Association LLC

The following real property situated in Detroit, Wayne County, Michigan:

PARCEL 1:

LOTS 5 TO 26 INCLUSIVE, AND THE SOUTH 18.18 FEET OF LOT 27 ROBERT OAKMAN LAND COMPANY'S PLYMOUTH AVENUE AND OAKMAN HIGHWAY SUBDIVISION OF LOTS 5 AND 6 OF THE SUBDIVISION OF THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 33, TOWN 1 SOUTH, RANGE 11 EAST, ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 55 OF PLATS, PAGE 80 WAYNE COUNTY RECORDS.

Tax Parcel No. Ward 18, item 014725-45

Property Address: 9545 Northlawn

PARCEL 2:

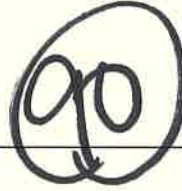
LOTS 40 TO 58 INCLUSIVE, AND SOUTH 17.57 FEET OF LOT 39, ROBERT OAKMAN LAND COMPANY'S PLYMOUTH AVENUE AND OAKMAN HIGHWAY SUBDIVISION OF LOTS 5 AND 6 OF THE SUBDIVISION OF THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 33, TOWN 1 SOUTH, RANGE 11 EAST, ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 55 OF PLATS, PAGE 80, WAYNE COUNTY RECORDS.

Tax Parcel No. Ward 18, item 014678-96

Property Address: 9560 Northlawn



CITY OF DETROIT
PLANNING AND DEVELOPMENT DEPARTMENT



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

November 13, 2019

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

**RE: Property Sale
In the General Area of 1532 Mack, Detroit, MI 48207**

Honorable City Council:

The City of Detroit, Planning and Development Department has received an offer from Wigley's Quality Meats, Inc. (the "Purchaser"), whose address is 1537 Hale, Detroit, MI 48207 to purchase certain City-owned real property, specifically described in Exhibit A, in the general area of 1532 Mack, Detroit, MI (the "Property"). The P&DD entered into a purchase agreement, dated November 11, 2019, with the Purchaser. Under the terms of the proposed Purchase Agreement, the property will be conveyed to the purchaser for the purchase price of One Thousand and 00/100 Dollars (\$1,000.00).

The Purchaser operates Wigley's Corned Beef, which is located at 1537 Hale Street, on the parcel adjacent to the Property. The Purchaser has operated their Market in Eastern Market since 1924. Recently, while in the process of attempting to obtain a bank loan, it was determined that they did not own all of the requisite parcels to qualify for the loan.

Nearly twenty years ago, following the widening of Mack Avenue, the City did not vacate, split, and combine all of the adjacent parcels properly, which left multiple parcels and alleys unaddressed or unoccupied. As a result the deli and restaurant was developed partially on City-owned property. This included a non-vacated alley running through the Purchaser's dining room. At this time, the city has completed the process of properly splitting and combining its respective parcels, properly vacating the necessary alleys, and has reached an agreement with the Purchaser for the newly created parcel which abuts Mack Avenue.

Currently, the property is within an M3 zoning district (General Industrial District). The purchaser's proposed use of the property shall be consistent with the allowable uses for which the property is zoned.



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

Respectfully submitted,

Katharine G. Trudeau
Deputy Director

cc: Stephanie Washington, Mayor's Office



RESOLUTION

BY COUNCIL MEMBER: _____

NOW, THEREFORE, BE IT RESOLVED, that Detroit City Council hereby approves of the sale of certain real property in the general area of 1532 Mack, Detroit, MI (the "Property"), as more particularly described in the attached Exhibit A incorporated herein, to Wigley's Quality Meats, Inc. (the "Purchaser) for the purchase price of One Thousand and 00/100 Dollars (\$1,000.00); and be it further

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

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

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

(See Attached Exhibit A)

EXHIBIT A

LEGAL DESCRIPTIONS

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

Parcel 1

ALL OF LOTS 2 THROUGH 4 INCLUSIVE AND PART OF LOTS 1 AND 34 OF F.J.B. CRANES SUBDIVISION OF OUTLOTS 53, 54, 57 & 58, LIBER 53, PAGE 346 OF DEEDS, ALSO PART OF LOT 41 PLAT OF THE SUBDIVISION OF LOT 5 OF THE SUBDIVISION OF THE REAR OF THE DEQUINDRE FARM, LIBER 53, PAGE 195 OF DEEDS AND VACATED ALLEYS WITHIN THE LAND BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF RIOPELLE AVENUE (43.81 FEET WIDE) AND THE NORTH RIGHT OF WAY LINE OF HALE STREET (40 FEET AND 50 FEET WIDE); THENCE ALONG SAID EAST RIGHT OF WAY LINE N.27°02'50"W., 149.90 FEET; THENCE N.62°54'57"E., 174.41 FEET; THENCE S.27°02'50"E., 149.90 FEET TO A POINT ON SAID NORTH RIGHT OF WAY LINE OF HALE STREET; THENCE ALONG SAID NORTH RIGHT OF WAY LINE; S.62°54'57"W., 174.41 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.60 ACRES.

Description Correct
Engineer of Surveys

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



CITY OF DETROIT
PLANNING AND DEVELOPMENT DEPARTMENT



COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE SUITE 808
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November 12, 2019

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

**RE: Property Sale
738 Rosa Parks Blvd**

Honorable City Council:

The City of Detroit, Planning and Development Department (“P&DD”) has received an offer from Fort Development Company LLC (the “Purchaser), to purchase certain City-owned real property at 738 Rosa Parks Blvd (the “Property”) for the purchase price of One Hundred Thousand Eight Hundred Fifty 00/100 Dollars (\$100,850.00).

Fort Development Company LLC proposes to utilize the property as green space. Currently, the property is within a M4 zoning district (Intensive Industrial District). Fort Development Company LLC proposed use of the Property shall be consistent with the allowable uses for which the Property is zoned.

We request that your Honorable Body adopt the attached resolution to authorize the Director of P&DD, or his or her authorized designee to execute a quit claim deed and such other documents as may be necessary or convenient to effect a transfer of the Property by the City to Fort Development Company LLC.

Respectfully submitted,

Katharine G. Trudeau
Deputy Director

cc: Stephanie Washington, Mayor’s Office

RESOLUTION

BY COUNCIL MEMBER _____

NOW, THEREFORE, BE IT RESOLVED, that Detroit City Council hereby approves of the sale of certain real property at 738 Rosa Parks Blvd, Detroit, MI (the "Property"), as more particularly described in the attached Exhibit A incorporated herein, to Fort Development Company LLC (the "Purchaser") for the purchase price of One Hundred Thousand Eight Hundred Fifty 00/100 Dollars (\$100,850.00)

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

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

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

(See Attached Exhibit A)

EXHIBIT A

LEGAL DESCRIPTION

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

E ROSA PARKS BLVD N 136.45 ON W LINE OF ELY 29.94 FT OF LOT 2 LYG S OF & ADJ
LAFAYETTE BLVD BLK B PLAT OF ELY 1/2 OF CABACIER FARM S OF CHICAGO RD
L43 P658 DEEDS, WCR 8/8 136.45 IRREG

a/k/a 738 Rosa Parks Blvd
Tax Parcel ID 08007389-92

Description Correct
Engineer of Surveys

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



CITY OF DETROIT
PLANNING AND DEVELOPMENT DEPARTMENT

02

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE SUITE 808
DETROIT, MICHIGAN 48226
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November 13, 2019

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

**RE: Property Sale
In the General Area of 3570 Riopelle, Detroit, MI 48207**

Honorable City Council:

The City of Detroit, Planning and Development Department has received an offer from Louie's Ham & Corned Beef Shop, Inc. (the "Purchaser"), whose address is 3570 Riopelle, Detroit, MI 48207 to purchase certain City-owned real property, specifically described in Exhibit A, in the general area of 3570 Riopelle, Detroit, MI (the "Property"). The P&DD entered into a purchase agreement, dated November 11, 2019, with the Purchaser. Under the terms of the proposed Purchase Agreement, the property will be conveyed to the purchaser for the purchase price of One Thousand and 00/100 Dollars (\$200.00).

The Purchaser operates the Louie's Ham and Corned Beef Shop, which is located at 3570 Riopelle, on the parcel adjacent to the Property. The Purchaser has operated the deli and restaurant for nearly twenty years at this location. Recently, while in the process of attempting to obtain a bank loan, it was determined that they did not own all of the requisite parcels to qualify for the loan.

Nearly twenty years ago, following the widening of Mack Avenue, the City did not vacate, split, and combine all of the adjacent parcels properly, which left multiple parcels and alleys unaddressed or unoccupied. As a result the deli and restaurant was developed partially on City-owned property. This included a non-vacated alley running through the Purchaser's dining room. At this time, the city has completed the process of properly splitting and combining its respective parcels, properly vacating the necessary alleys, and has reached an agreement with the Purchaser for the newly created parcel which abuts Mack Avenue.

Currently, the property is within an M3 zoning district (General Industrial District). The purchaser's proposed use of the property shall be consistent with the allowable uses for which the property is zoned.



We request that your Honorable Body adopt the attached resolution to authorize the Director of P&DD to execute a deed and such other documents as may be necessary or convenient to effect a transfer of the property by the City to Louie's Ham & Corned Beef Shop, Inc.

Respectfully submitted,

Katharine G. Trudeau
Deputy Director

cc: Stephanie Washington, Mayor's Office



RESOLUTION

BY COUNCIL MEMBER: _____

NOW, THEREFORE, BE IT RESOLVED, that Detroit City Council hereby approves of the sale of certain real property in the general area of 3570 Riopelle, Detroit, MI (the "Property"), as more particularly described in the attached Exhibit A incorporated herein, to Louie's Ham & Corned Beef Shop, Inc. (the "Purchaser) for the purchase price of One Thousand and 00/100 Dollars (\$1,000.00); and be it further

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

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

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

(See Attached Exhibit A)

EXHIBIT A

LEGAL DESCRIPTIONS

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

Parcel 1

ALL OF LOTS 2 THROUGH 4 INCLUSIVE AND PART OF LOTS 1 AND 34 OF F.J.B. CRANES SUBDIVISION OF OUTLOTS 53, 54, 57 & 58, LIBER 53, PAGE 346 OF DEEDS, ALSO PART OF LOT 41 PLAT OF THE SUBDIVISION OF LOT 5 OF THE SUBDIVISION OF THE REAR OF THE DEQUINDRE FARM, LIBER 53, PAGE 195 OF DEEDS AND VACATED ALLEYS WITHIN THE LAND BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF RIOPELLE AVENUE (43.81 FEET WIDE) AND THE NORTH RIGHT OF WAY LINE OF HALE STREET (40 FEET AND 50 FEET WIDE); THENCE ALONG SAID EAST RIGHT OF WAY LINE N.27°02'50"W., 149.90 FEET; THENCE N.62°54'57"E., 174.41 FEET; THENCE S.27°02'50"E., 149.90 FEET TO A POINT ON SAID NORTH RIGHT OF WAY LINE OF HALE STREET; THENCE ALONG SAID NORTH RIGHT OF WAY LINE; S.62°54'57"W., 174.41 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.60 ACRES.

Description Correct
Engineer of Surveys

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



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November 5, 2019

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

**Re: Property Sale by Development Agreement
444 Peterboro**

Honorable City Council:

The City of Detroit, Planning and Development Department (“P&DD”) has received an offer from Peterboro Investments, LLC (“Purchaser”), a Michigan limited liability company, to purchase certain City-owned real property at 444 Peterboro, Detroit, MI 48201 (the “Property”) for the purchase price of Three Hundred Sixty Thousand and 00/100 Dollars (\$360,000.00). The Property is approximately 14,250 square feet of vacant land.

The Purchaser proposes to construct a mixed-use development on the Property for retail and commercial space. Currently, the Property is within a SD2 zoning district (Special Development District, Mixed-Use). Peterboro Investments, LLC proposed use of the Property shall be consistent with the allowable uses for which the Property is zoned.

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

Respectfully submitted,

Katharine G. Trudeau
Deputy Director

cc: Stephanie Washington, Mayor’s Office

RESOLUTION

BY COUNCIL MEMBER: _____

NOW, THEREFORE, BE IT RESOLVED, that Detroit City Council hereby approves of the sale by development agreement of certain real property at 444 Peterboro, Detroit, MI 48201 (the "Property"), as more particularly described in the attached Exhibit A incorporated herein, to Peterboro Investments, LLC, a Michigan limited liability company, for the purchase price of Three Hundred Sixty Thousand and 00/100 Dollars (\$360,000.00); and be it further

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

RESOLVED, that the development agreement shall obligate Peterboro Investments, LLC to cause a mixed-use development to be constructed on the Property, and be it further

RESOLVED, that the following Property Sales Services Fees be paid from the sale proceeds pursuant to the City's Property Management Agreement with the Detroit Building Authority ("DBA"): 1) Twenty One Thousand Six Hundred and 00/100 Dollars (\$21,600.00) shall be paid to the DBA from the sale proceeds, 2) Eighteen Thousand and 00/100 Dollars (\$18,000.00) shall be paid to the DBA's real estate brokerage firm from the sale proceeds and 3) customary closing costs up to Two Hundred and 00/100 Dollars (\$200.00) shall be paid from the sale proceeds; and be it further

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

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

(See Attached Exhibit A)

EXHIBIT A

LEGAL DESCRIPTIONS

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

N PETERBORO E 25 FT OF LOT 22 & LOT 23 BLK 87--PLAT PT CASS FARM L1 P172
PLATS, W C R 2/72 75 X 190

a/k/a 444 Peterboro
Tax Parcel ID 02000707.

Description Correct
Engineer of Surveys

By:

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



CITY OF DETROIT
PLANNING AND DEVELOPMENT DEPARTMENT

94

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE SUITE 808
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(313) 224-1310
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November 12, 2019

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

**RE: Detroit Land Bank Authority Property Sales
Prince Realty LLC**

Honorable City Council:

The Detroit Land Bank Authority (“DLBA”) proposes to sell up to thirty-nine (39) certain DLBA properties (the “Properties”) to Prince Realty LLC (“Developer”) to rehab, build new, rent, and sell single-family, multi family home, and mixed-use sites while also accompanying green space pursuant to development plans reviewed and approved by the DLBA in partnership with the City’s Planning & Development Department (“P&DD”). These properties are listed on Exhibit A.

This Honorable Body requires the DLBA seek approval for its sale of greater than nine (9) parcels to any one purchaser in any twelve-month period.

We, therefore, request that your Honorable Body adopt the attached resolution that authorizes the DLBA to transfer the Properties to Developer.

Respectfully submitted,

Katharine G. Trudeau
Deputy Director
Planning and Development Department

RESOLUTION

BY COUNCIL MEMBER: _____

BE IT RESOLVED, that Detroit City Council hereby approves the sale by the Detroit Land Bank Authority (“DLBA”) of 39 certain DLBA parcels (the “Properties”), as more particularly described in the attached Exhibit A, to Prince Realty LLC (“Developer”).

AND BE IT FURTHER RESOLVED, that all or any of the Properties may be sold to Developer at any time or from time to time, up to the end of the year 2024 at the discretion of the DLBA.

EXHIBIT A

4720 17th
4714 17th
4706 17th

4483 15th
4492 15th
2239 W Forest

4694 17th
4690 17th
4684 17th
4676 17th

4486 15th

4668 17th
4656 17th
4654 17th
4646 17th
4685 17th

4717 17th
4711 17th

2545 Hancock
2553 Hancock
2561 Hancock

4651 16th
4645 16th
4635 16th

4646 16th

4620 16th
4616 16th
4608 16th
2330 West Forest

4477 16th

4433 16th
4427 16th
4421 16th

4657 15th
4635 15th
4627 15th
4613 15th
4609 15th
4503 15th



CITY OF DETROIT
PLANNING AND DEVELOPMENT DEPARTMENT

95

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November 13, 2019

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

RE: Amended and Restated Land Transfer Agreement / Property Sale by Development Agreement - Queen Lillian II Redevelopment Project

Honorable City Council:

On November 21, 2017, your Honorable Body adopted a resolution approving the transfer of certain real property at 3439-3455 Woodward Avenue and 13 Stimson, Detroit, MI (the "Properties") to the Detroit Brownfield Redevelopment Authority ("DBRA") for One Million Three Hundred Nine Thousand and 00/100 Dollars (\$1,309,000.00) (the "Purchase Price") in accordance with and subject to the terms and conditions of a Land Transfer Agreement with the DBRA (the "LTA").

The LTA authorized the DBRA to transfer the Properties to Queen Lillian II, LLC (the "Developer") for the Purchase Price subject to a development agreement. The Developer's anticipated development of the Properties included a 5-story building with approximately 25,000 square feet of first floor commercial, 112 residential units, and a 3-story parking garage (the "Project"). The Project also contemplated Developer's use of certain financing programs through the U.S. Department of Housing and Urban Development ("HUD") and, accordingly, the resolution provided that the actions contemplated therein were conditioned upon HUD's approval of a request for release of funds and related to environmental review certification for the Project in accordance with 24 CFR § 58.22 (the "Council Condition").

Due to financing complications, increased construction costs and unexpected redesigns related to the Project, Developer has revised its anticipated development of the Properties to increase the residential components from 112 residential units to 201 residential units, and to replace the intended 3-story parking garage with a surface parking lot intended to service the Project and has determined that it will not be seeking financing through HUD.

The DBRA and Developer propose to amend and restate the LTA to reflect modifications to the Project and reduce the Purchase Price to Three Hundred Thousand and 00/100 Dollars (\$300,000.00) (the "Revised Purchase Price") to enhance the Developer's ability to finance the Project. The City has reviewed the circumstances and financial information surrounding the Developer's proposed Project and find such amendments to the LTA to be necessary to move the Project to a closing. Further, in light of the fact that Developer will not be seeking financing through HUD, the City has determined that the Council Condition is no longer appropriate.

We, therefore, request that your Honorable Body adopt the attached resolution that authorizes the City to amend and restate the LTA with the DBRA to reflect the foregoing and removes the Council Condition.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Katharine G. Trudeau".

Katharine G. Trudeau
Deputy Director
Planning & Development Department

cc: Stephanie Washington, Mayor's Office

RESOLUTION

BY COUNCIL MEMBER: _____

WHEREAS, on November 21, 2017, Detroit City Council adopted that certain resolution (the “Resolution”) that approved the transfer of certain real property 3439-3455 Woodward Avenue and 13 Stimson, Detroit, MI (the “Properties”), as more particularly described in the attached Exhibit A incorporated herein, to the Detroit Brownfield Redevelopment Authority (the “DBRA”) for One Million Three Hundred Nine Thousand and 00/100 Dollars (\$1,309,000.00) (the “Purchase Price”) pursuant to a Land Transfer Agreement (the “LTA”); and

WHEREAS, the LTA allowed the DBRA to transfer the Properties to a developer, subject to a development agreement, for construction of a mixed-use development (the “Project”); and

WHEREAS, the Resolution provided that the actions contemplated by the Resolution were conditioned upon the U.S. Department of Housing and Urban Development’s approval of a request for release of funds and related to environmental review certification for the Project in accordance with 24 CFR § 58.22 (the “Council Condition”); and

WHEREAS, due to financing complications, increased construction costs and unexpected redesigns related to the Project, Developer has revised its anticipated development of the Properties and has determined that it will not be seeking financing through HUD; and

WHEREAS, the City wishes to: (1) reduce the Purchase Price, (2) amend and restate the LTA to reflect the reduced Purchase Price and certain other modifications, and (3) remove the Council Condition; now therefore be it

RESOLVED, that the Detroit City Council hereby approves the reduced Purchase Price of Three Hundred Thousand and 00/100 Dollars (\$300,000.00); and be it further

RESOLVED, that Detroit City Council hereby approves that certain Amended and Restated Land Transfer Agreement substantially in the form included in the attached Exhibit B incorporated herein (the “AR LTA”); and be it further

RESOLVED, that the Council Condition is hereby terminated, cancelled and shall be of no further force and effect; and be it further

RESOLVED, that the Director of the Planning and Development Department (“P&DD”), or his or her authorized designee, is authorized to execute the AR LTA and any other required instruments to make and incorporate technical amendments or changes to the AR LTA and quit claim deed (including but not limited to corrections to or confirmations of legal descriptions, or timing of closing and/or tender of possession of particular parcels) in the event that changes are required to correct minor inaccuracies or are required due to unforeseen circumstances or technical matters that may arise during the term of the AR LTA, provided that the changes do not materially alter the substance or terms of the AR LTA; and be it finally

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

(See Attached Exhibits A and B)

EXHIBIT A

LEGAL DESCRIPTIONS

Land situated in the City of Detroit, County of Wayne, State of Michigan, Being the East 395.67 feet on the North Line and being the East 384.24 feet on the South Line of Park Lot 69 lying West of Woodward, except the South 10 feet of the West 213.60 feet; Plat of Park Lots, City of Detroit, Wayne County, Michigan, as recorded in Liber 34, Page 542 of Deeds in the Wayne County Records. Also being the North 3.03 feet of Lot 4, "Scott's Re-Subdivision" of Park Lot 70 as recorded in Liber 1, Page 282 of Plats in the Wayne County Records. Also the West 50 Feet of the East 445.67 feet of Park Lot 69 lying South of and adjoining Stimson Avenue, West of the West Line of Woodward Avenue, as recorded in Liber 34, Page 542 of Deeds in the Wayne County Records.

Street Address[es]: 13 Stimson, Detroit, Michigan and 3439-3455 Woodward Avenue, Detroit, Michigan

Property Tax Ward & Item numbers: **Ward 02 Item 000717-8 and 001818-9.**

EXHIBIT B

**AMENDED AND RESTATED
LAND TRANSFER AGREEMENT
(The Woodward @ Midtown Project)**

This Amended and Restated Land Transfer Agreement ("**Agreement**") made this ____ day of _____, 2019, by and between the **CITY OF DETROIT**, a Michigan public body corporate, acting by and through its Planning & Development Department (hereinafter referred to as the "**City**"), and the **CITY OF DETROIT BROWNFIELD REDEVELOPMENT AUTHORITY**, a Michigan public body corporate organized and existing under the authority of Act 381 of the Public Acts of Michigan 1996, as amended (hereinafter referred to as the "**DBRA**").

WITNESSETH:

WHEREAS, the City is the owner of certain vacant property, commonly known as 3439-3455 Woodward Avenue and 13 Stimson, situated in the City of Detroit, Wayne County, Michigan, as more particularly described on the attached **Exhibit A** (the "**Site**"); and

WHEREAS, on November 21, 2017, Detroit City Council adopted that certain resolution that approved the transfer of the Site to the DBRA for One Million Three Hundred Nine Thousand and 00/100 Dollars (\$1,309,000.00), payable pursuant to a promissory note, pursuant to a Land Transfer Agreement (the "**Original LTA**") for subsequent sale of the Site to Queen Lillian II, LLC (the "**Developer**") for the construction of a mixed-use development project on the Site (the "**Project**"); and

WHEREAS, due to financing complications, increased construction costs and unexpected redesigns related to the Project, the DBRA and Developer proposed to amend and restate the Original LTA to reflect certain modifications of the Project, including but not limited to a reduction of the purchase price to Three Hundred Thousand and 00/100 Dollars (\$300,000.00) to enhance the Developer's ability to finance the Project; and

WHEREAS, the Developer and DBRA entered into that certain Agreement to Purchase and Develop Land dated _____, 2019 for the Site and Project (as amended, the "**DBRA Development Agreement**"); and

WHEREAS, the DBRA Development Agreement, and the obligations of DBRA and Developer therein, contemplates and are contingent on the transfer of the Site from the City to DBRA in accordance with the terms herein; and

WHEREAS, the City Council of the City (the “**City Council**”), by resolution dated November __, 2019, attached hereto as **Exhibit B**, has authorized entering into this Agreement and the City and the DBRA have determined that entering into this Agreement (i) is consistent with the public purposes and responsibilities of the DBRA, and (ii) is in the best interests of the City.

NOW, THEREFORE, in consideration of the foregoing premises and of the covenants and agreements hereinafter contained, it is mutually agreed as follows:

ARTICLE I

1.01 **Sale**. Following the execution of this Agreement, the DBRA agrees to purchase and the City agrees to convey the Site to the DBRA for the price of Three Hundred Thousand and 00/100 Dollars (\$300,000.00) (the “**Purchase Price**”), by quit claim deed in the form attached hereto as **Exhibit C**, subject to the terms, covenants and conditions of this Agreement. Further, at DBRA’s election, the City will convey the Site directly to Developer or Developer’s designee.

1.02 **Advance/Purchase Price**. The City acknowledges the receipt of funds from the Developer in the amount of Sixty-Five Thousand and 00/100 Dollars (\$65,000.00) (the “**Advance**”). The Advance shall be applied to the Purchase Price at Closing (as defined in the DBRA Development Agreement) and the remaining balance of the Purchase Price, in the amount of Two Hundred Forty-Five Thousand and 00/100 Dollars (\$245,000.00), shall be paid, at DBRA’s election, either (i) pursuant to the terms of the promissory note, executed by the DBRA for the benefit of the City (the “**Promissory Note**”) or (ii) at Closing (as defined in the DBRA Development Agreement). In the event that the balance of the Purchase Price is payable through the Promissory Note, as security for the repayment of the Promissory Note, the DBRA will grant, convey, transfer and assign to the City all right, title, and interest in and to the Loan Documents (as defined in the DBRA Development Agreement), the debt and claims thereby evidenced and/or secured, and all of the DBRA’s right, title and interest in and to the Site, and benefits under, in and to the Loan Documents (the “**Collateral Assignment of Loan Documents**”). The Promissory Note and Collateral Assignment of Loan Documents shall be in form and substance satisfactory to the City. The City acknowledges and agrees that in the event the DBRA defaults on its obligations under the Promissory Note, the City’s sole and exclusive remedy for said default shall be to exercise its rights under the Collateral Assignment of Loan Documents.

1.03 **Title Commitment**. The DBRA, at its option, may obtain a commitment for an owner's title insurance policy issued by a responsible title insurance company authorized to do business in the State of Michigan to insure the DBRA’s title to the Site, subject only to such conditions and exceptions as are provided for herein and reasonably acceptable to the DBRA. The cost of such title commitment and a policy issued pursuant to it, if any, shall be paid by the DBRA. Notwithstanding anything in this Agreement to the contrary, in the event DBRA determines, upon examination of the above-referenced title commitment, that a quiet title action (a “**QTA**”) is necessary or desirable in order to obtain insurable title to the Site, or any portion thereof, the DBRA is hereby authorized to transfer the Site, or any parcel or parcels comprising a portion thereof, to

the Detroit Land Bank Authority (“DLBA”) on an interim basis solely for the purpose of carrying out a QTA with respect to the affected parcel or parcels. Further, upon the DBRA’s election, the City agrees to transfer any parcel or parcels as indicated by the DBRA directly to the DLBA for purposes of carrying out a QTA, and such Parcel or Parcels shall be conveyed to the DBRA, or at DBRA’s election directly to the Developer or Developer’s designee, following the conclusion of such QTA.

1.04 Payment of Miscellaneous Expenses. The DBRA shall be responsible for recording and paying any fees for recording the quit claim deed and any other documents that the City determines must be recorded in connection with the transfer and development of the Site. DBRA, at its option, may have the Developer pay the costs contemplated by this Section 1.04.

1.05 Condition of Site. The DBRA shall accept the Property "AS IS", without any representation by or warranty from the City as to the condition of the Property.

ARTICLE II

2.01. Development. The DBRA shall transfer the Site to Developer in accordance with the terms of the DBRA Development Agreement. The DBRA shall obtain the written consent of the City’s Director of the Planning and Development Department (“**PDD Director**”) prior to amending the DBRA Development Agreement, which approval shall not be unreasonably withheld, conditioned or delayed. In addition, any reduction in purchase price under the DBRA Development Agreement shall require approval of City Council.

2.02 Certificate of Completion. Upon the satisfaction of the terms and conditions of the DBRA Development Agreement by the Developer, the DBRA may execute and the DBRA may record a “certificate of completion” acknowledging that the development of the Site has been completed in accordance with the DBRA Development Agreement (the “**Certificate of Completion**”). Upon the recording of said Certificate of Completion, the DBRA’s obligations pursuant to this Agreement with respect to the Site shall be deemed satisfied, and the terms and conditions of this Agreement, including but not limited to the provisions of Article III, shall no longer apply to the Site.

ARTICLE III

3.01 Default. If the DBRA fails to comply with any material terms of this Agreement, the DBRA shall within thirty (30) days after receipt of written notice from the City, convey the Site back to the City by quitclaim deed and assign to the City the DBRA's interest in the Site, including any mortgage, security interest, promissory note or other instrument pertaining to the Site that was executed pursuant hereto or in furtherance of the Project Plan. In the event that the DBRA fails to convey the Site and assign its interest in the Site in accordance with this Section 3.01, the DBRA hereby appoints the City its attorney-in-fact, with full power and authority to execute any and all documents necessary or convenient to convey the Site by quitclaim deed from the DBRA to the City and otherwise assign the DBRA's interest in the Site to the City.

3.02 Non-exclusive Remedy. The remedy provided for in Section 3.01 hereof shall be cumulative of all other remedies at law or in equity, and shall not be the exclusive remedy of the City against the DBRA for default by the DBRA under the terms of this Agreement.

ARTICLE IV

4.01 Independent Contractors. The relationship of the City and the DBRA is, and shall continue to be, an independent contractor relationship and no liability or benefits such as workers' compensation, pension rights or liabilities, insurance rights or liabilities or other provisions of liabilities arising out of or relating to a contractor for hire or employer/employee relationship shall arise or accrue to either party or either party's agents or employees with respect to the City as a result of this Agreement or the Project Plan.

ARTICLE V

5.01 Mutual Cooperation. The parties acknowledge that mutual cooperation will be required to accomplish the intent and objectives of this Agreement, and therefore agree to cooperate mutually in the development of the Site in order to best serve the respective interests of the public, the City and the DBRA.

ARTICLE VI

6.01 No Individual Liability. No official or employee of the City shall be personally liable to the DBRA or its successor in interest in the event of any default or breach by the City of any of the terms of this Agreement. No official or employee of the DBRA shall be personally liable to the City or its successor in interest in the event of any default or breach by the DBRA of any of the terms of this Agreement.

6.02 Conflict of Interest. No officer or employee of the City or the DBRA shall have any personal interest, direct or indirect, in this Agreement, nor shall any such official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested.

7.01 Fair Employment Practices. In accordance with the United States Constitution and all federal legislation and regulations governing fair employment practices and equal employment opportunity, including but not limited to Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 78 STAT. 252) and United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to the title, and in accordance with the Michigan Constitution and all state laws and regulations governing fair employment practices and equal employment opportunity, including but not limited to the Michigan Civil Rights Act (1976 PA 220), the DBRA agrees that it will not discriminate against any person, employee, consultant or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of this Agreement with respect to his or her hire, promotion, job assignment, tenure, terms, conditions or privileges of employment or hire because of his (her) religion, race, color, creed, national origin,

age, sex, height, weight, marital status, public benefit status, sexual orientation or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. The DBRA recognizes the right of the United States and the State of Michigan to seek judicial enforcement of the foregoing covenants against discrimination against itself or its subcontractors.

Breach of the terms and conditions of this section may be regarded as a material breach of this Agreement.

ARTICLE VIII

8.01 **Notices.** When either party desires to give notice to the other in connection with and in accordance with the terms of this Agreement, such notice shall be given by certified mail and shall be deemed given when deposited in the United States mail, postage prepaid, return receipt requested, and such notice shall be addressed as follows:

For the City:

City of Detroit Planning and Development Department
Coleman A Young Municipal Center
2 Woodward Avenue
8th Floor
Detroit, Michigan 48226
ATTENTION: Director

With a copy to:

City of Detroit Law Department
Coleman A Young Municipal Center
2 Woodward Avenue
5th Floor
Detroit, Michigan 48226
ATTENTION: Corporation Counsel

For the DBRA:

City of Detroit Brownfield Redevelopment Authority
500 Griswold Street, Suite 2200
Detroit, Michigan 48226
ATTENTION: Authorized Agent

With a copy to:

Detroit Economic Growth Corporation
500 Griswold Street, Suite 2200

Detroit, Michigan 48226
ATTENTION: Rebecca Navin, General Counsel

For the Developer:

Queen Lillian II LLC
985 E. Jefferson Avenue, Suite 300
Detroit, MI 48207
Attn.: Christopher T. Jackson

With a copy to:

Peter F. Ewasek
Ewasek Law Offices PLC
571 Randolph Street
Northville MI 48167
pfe@ewasek.com

or such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided herein.

8.02 Force Majeure. In the event that the City or DBRA shall be delayed, hindered in, or prevented from the performance of any act required hereunder by reason of strike, lock-outs, labor troubles, inability to procure materials, failure of power, riots, insurrections, acts of terror, acts of war, the failure or default of the other party, or for other reasons beyond their control, then performance of such acts shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

8.03 Amendments. The City or the DBRA may consider it in its best interest to modify or to extend a term or condition of this Agreement. Any such extension or modification, which is mutually agreed upon by the City and the DBRA, shall be incorporated in written amendments to this Agreement. Unless otherwise stated in the amendment, such amendments shall not invalidate this Agreement, nor relieve or release the City or the DBRA from any of its obligations hereunder.

8.04 Merger Clause. This Agreement shall constitute the entire agreement and shall supersede all prior agreements and understandings both written and oral between the parties with respect to the subject matter and the Site.

8.05 Provisions Not Merged With Deed. No provision of this Agreement is intended to or shall be merged by reason of any deed transferring title to the Site from the City to the DBRA or from the DBRA to the City.

8.06 Counterparts. This Land Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same agreement.

8.07 Compliance with Applicable Law. The parties agree to comply with all applicable federal, state and local statutes, regulations, rules, ordinances, other laws and requirements now in effect or hereinafter enacted, including but not limited to City of Detroit Executive Orders Nos. 2016-1 and 2014-5, if applicable, and if necessary, shall execute and deliver such supplementary documents and agreements as are necessary to meet said requirements.

8.08 Michigan Law. This Agreement is being entered into and executed in the State of Michigan, and all questions with respect to the construction of this Agreement and the rights and liabilities of the parties hereunder shall be construed in accordance with the provisions of the laws of the State of Michigan and, where applicable, Federal law.

8.09 Time is of the Essence. Time is of the essence with respect to all provisions of this Agreement.

8.10 Non-Waiver. No waiver at any time of any provision or condition of this Agreement shall be construed as a waiver of any of the other provisions or conditions hereof, nor shall any waiver of any provision or condition be construed as a right to subsequent waiver of the same provisions or conditions.

8.11 Original LTA. This Agreement amends, restates, and supersedes in its entirety the Original LTA.

8.12. Effective Date. The "Effective Date" of this Agreement shall be the date of execution hereof.

IN WITNESS WHEREOF, the City and the DBRA by and through their duly authorized officers and representatives, have executed this Agreement on the date first above written.

CITY OF DETROIT BROWNFIELD REDEVELOPMENT AUTHORITY,
a Michigan public authority and body corporate

By: _____
Name: _____
Its: Authorized Agent

By: _____
Name: _____
Its: Authorized Agent

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____ and _____, each an Authorized Agent of the City of Detroit Brownfield Redevelopment Authority, a Michigan public body authority and body corporate, on its behalf.

Notary Public, _____ County, Michigan
Acting in Wayne County Michigan
My Commission expires: _____

APPROVED AS TO FORM:
DBRA Counsel

By: _____
Rebecca A. Navin, Esq.

CITY OF DETROIT,
a Michigan municipal corporation acting by
and through its Planning and Development
Department

By: _____
Katharine G. Trudeau, Deputy Director

STATE OF MICHIGAN)
)ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on _____, 2019,
by Katharine G. Trudeau, the Deputy Director of the Planning and Development Department on
behalf of the City of Detroit, a municipal corporation.

Notary Public, Wayne County, Michigan
My commission expires:

Approved as to form:

Name: _____
Title: _____

Authorized by City Council resolution adopted _____.

This Instrument Drafted by:
and when recorded return to:
Rebecca Navin, Esq.
500 Griswold, Suite 2200
Detroit, MI 48226

EXHIBIT A

LEGAL DESCRIPTION

Land situated in the City of Detroit, County of Wayne, State of Michigan, Being the East 395.67 feet on the North Line and being the East 384.24 feet on the South Line of Park Lot 69 lying West of Woodward, except the South 10 feet of the West 213.60 feet; Plat of Park Lots, City of Detroit, Wayne County, Michigan, as recorded in Liber 34, Page 542 of Deeds in the Wayne County Records. Also being the North 3.03 feet of Lot 4, "Scott's Re-Subdivision" of Park Lot 70 as recorded in Liber 1, Page 282 of Plats in the Wayne County Records. Also the West 50 Feet of the East 445.67 feet of Park Lot 69 lying South of and adjoining Stimson Avenue, West of the West Line of Woodward Avenue, as recorded in Liber 34, Page 542 of Deeds in the Wayne County Records.

Street Address[es]: 13 Stimson, Detroit, Michigan and 3439-3455 Woodward Avenue, Detroit, Michigan

Property Tax Ward & Item numbers: **Ward 02 Item 000717-8 and 001818-9.**

EXHIBIT B

City Council Resolution

[See attached]

EXHIBIT C

Form of Deed

QUIT CLAIM DEED

That the **City of Detroit**, a Michigan public body corporate, the address of which is 2 Woodward Avenue, Detroit, Michigan 48226, quit claims to **City of Detroit Brownfield Redevelopment Authority**, a Michigan public authority and body corporate (the “**DBRA**”), the address of which is 500 Griswold Street, Suite 2200, Detroit, Michigan 48226, the premises located in the City of Detroit, Wayne County, Michigan, described on **Exhibit A** attached hereto and made a part hereof (the “**Land**”) for the sum of **Three Hundred Thousand and 00/100 Dollars (\$300,000.00)**, together with all appurtenances thereon together with all reversionary interests in adjoining rights-of-way, streets, alleys and public easements, and subject to easements and building and use restrictions of record and to the Land Transfer Agreement described below.

This deed is given subject to the terms, covenants and conditions of Land Transfer Agreement dated _____, entered into by the parties hereto and which is incorporated herein by reference, none of the terms, covenants and conditions of which shall be deemed merged in this Deed. The covenants therein recited to be covenants running with the land are hereby declared to be covenants running with the land enforceable by the DBRA as therein set forth.

The following language is included pursuant to MCL 560.109(3) and 560.109(4), added by 1996 PA 591, and applies only to the portion of the Property that is not platted: The Grantor grants to the Grantee the right to make all divisions under Section 108 of the Land Division Act, Act No 288 of the Public Acts of 1967, as amended. This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

This Deed is dated as of _____.

[Signatures Follow]

Grantor:
CITY OF DETROIT,
a Michigan municipal corporation

By: _____
Katharine G. Trudeau
Deputy Director, Planning and
Development
Department

Acknowledged before me in _____ County, Michigan, on _____, 2017,
by Katharine G. Trudeau, Deputy Director, Planning and Development Department, on behalf of
said municipal corporation.

Notary's Stamp _____ Notary's Signature _____
Acting in _____ County, Michigan

Approved by Corporation Counsel pursuant to §7.5-206 of the 2012 Charter of the City of Detroit:

Corporation Counsel

In accordance with §17-5-4 of the 2019 Detroit City Code, I hereby certify that proper and fair consideration has been received by the City pursuant to this contract.

Chief Deputy CFO/Finance Director

Drafted by and return to: Rebecca A. Navin, Esq., 500 Griswold, Ste. 2200, Detroit, MI 48226
Exempt from transfer tax pursuant to MCL 207.505(h)(i) and 207.526(h)(i).

EXHIBIT A
LEGAL DESCRIPTION

Land situated in the City of Detroit, County of Wayne, State of Michigan, Being the East 395.67 feet on the North Line and being the East 384.24 feet on the South Line of Park Lot 69 lying West of Woodward, except the South 10 feet of the West 213.60 feet; Plat of Park Lots, City of Detroit, Wayne County, Michigan, as recorded in Liber 34, Page 542 of Deeds in the Wayne County Records. Also being the North 3.03 feet of Lot 4, "Scott's Re-Subdivision" of Park Lot 70 as recorded in Liber 1, Page 282 of Plats in the Wayne County Records. Also the West 50 Feet of the East 445.67 feet of Park Lot 69 lying South of and adjoining Stimson Avenue, West of the West Line of Woodward Avenue, as recorded in Liber 34, Page 542 of Deeds in the Wayne County Records.

Street Address[es]: 13 Stimson, Detroit, Michigan and 3439-3455 Woodward Avenue, Detroit, Michigan

Property Tax Ward & Item numbers: **Ward 02 Item 000717-8 and 001818-9.**



CITY OF DETROIT
PLANNING AND DEVELOPMENT DEPARTMENT

96

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

November 13, 2019

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

Re: Request for Property Transfers to the City of Detroit Brownfield
Redevelopment Authority in Connection with the Land Assembly Project.

Dear Honorable City Council:

At the request of the City of Detroit, the City of Detroit Brownfield Redevelopment Authority (“DBRA”) has been engaged in land assembly activities aimed at establishing market-ready industrial sites within City limits in order to attract manufacturing and logistics companies (the “Land Assembly Project”). DBRA has identified the site located at 9501 Conner Street, Detroit, MI and formerly known as the Cadillac Stamping Plant, as more particularly described on Exhibit A hereto (the “Property”), as a key site for industrial development. Acquired by the City in October 2018 as a tax foreclosed property, the 18-acre Property was previously used or various industrial uses, including as a stamping plant for General Motors.

DBRA has executed a letter of intent with NorthPoint Development, LLC (“Developer”) to purchase and redevelop the Property, including the demolition of the existing structures, any necessary remediation, and the construction of a facility of at least 200,000 square feet intended for industrial uses related to advanced manufacturing, assembly, or transportation, distribution and logistics (the “Project”). The proposed purchase price for the Property is \$1,778,893, against which Developer would receive a credit at closing for anticipated costs of demolition and remedial action undertaken by Developer at the Property (the “Purchase Price”).

The Planning and Development seeks City Council’s approval to enter into a Land Transfer Agreement, substantially in the form attached hereto as Exhibit B, to convey the Property to DBRA for the Purchase Price for the purpose of causing the Project to be developed at the Property.

Based on the foregoing, we respectfully request that this honorable body process the attached Resolution in furtherance of the transactions described in this letter.

Respectfully submitted,

Katharine G. Trudeau,
Deputy Director,
Planning & Development Department

RESOLUTION

BY COUNCIL MEMBER: _____

WHEREAS, at the request of the City of Detroit (the "City"), the City of Detroit Brownfield Redevelopment Authority ("DBRA") has been engaged in land assembly activities aimed at establishing market-ready industrial sites within City limits in order to attract manufacturing and logistics companies (the "Land Assembly Project") and, in connection therewith, DBRA has identified the site located at 9501 Conner Street, Detroit, MI and formerly known as the Cadillac Stamping Plant, as more particularly described on Exhibit A hereto (the "Property"), as a key site for industrial development; and

WHEREAS, DBRA has requested that the City convey the Property to the DBRA, or at DBRA's election, DBRA's designee, pursuant to a Land Transfer Agreement, substantially in the form attached hereto as Exhibit B, for a purchase price of \$1,778,893, against which DBRA or its developer would receive a credit at closing for anticipated costs of demolition and remedial action at the Property, for purposes of causing the redevelopment of the the Property, including the demolition of the existing structures, any necessary remediation, and the construction of an industrial facility of at for uses related to advanced manufacturing, assembly, or transportation, distribution and logistics; and

WHEREAS, the City of Detroit is authorized pursuant to the Brownfield Redevelopment Financing Act, being Act 381 of 1996, to transfer property to the DBRA; and

RESOLVED, that the conveyance by the City, through its Planning and Development Department ("P&DD"), of the Property to the DBRA, or DBRA's designee, for purposes of the Land Assembly Project, for a purchase price equal to \$1,778,893, against which DBRA or its designee would receive a credit at closing for anticipated costs of demolition and remedial action at the Property, payable upon the sale of the Property, to a third party developer and/or end user, is hereby approved; and be it further

RESOLVED, that Detroit City Council hereby approves the Land Transfer Agreement in substantially the form attached hereto as Exhibit B (the "Land Transfer Agreement"); and be it further

RESOLVED, that the P&DD Director, or his authorized designee, is authorized to execute the Land Transfer Agreement and issue quit claim deeds for the sale of the Property, as well as execute such other documents as may be necessary or convenient to effect the transfer of the Property to the DBRA consistent with this resolution; and be it further

RESOLVED, that the P&DD Director, or his authorized designee is authorized to execute any required instruments to make and incorporate technical amendments to the Land Transfer Agreement or the quit claim deeds (including but not limited to corrections to or confirmations of legal descriptions, or timing of closing and/or tender of possession of particular

parcels) in the event that changes are required to correct minor inaccuracies or are required due to unforeseen circumstances or technical matters that may arise prior to the conveyance of the Property, provided that the changes do not materially alter the substance or terms of the transfer and sale; and be it further

RESOLVED, that the Property, or any parcel or parcels comprising the Property, authorized to be conveyed to the DBRA under this resolution may, at DBRA's election and subject to the consent of the Detroit Land Bank Authority (the "DLBA"), be conveyed by the City or EDC, as applicable, to the DLBA for purposes of quieting title, with the DLBA thereafter deeding a property so transferred either back to the City, to the DBRA, or to DBRA's designee; and be it finally

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

EXHIBIT A
Legal Description

N DEVINE ALL THAT PT OF FRL SEC 23 T 1 S R 12 E INCL PT OF BESSENGER &
MOORES GRATIOT AVE SUB NO 2 & PTS OF P C S 10 & 12 DESC AS FOLS BEG AT A
PTE IN E LINE OF D T R R R/W BG ALSO IN N LINE OF DEVINE AVE TH N 34D 18M
12S W 868.47 FT ALG SD E LINE TH N 8

Parcel No. 19002594.001

EXHIBIT B
Form of Land Transfer Agreement

LAND TRANSFER AGREEMENT
(Former Cadillac Stamping Plant)

This Land Transfer Agreement ("**Agreement**") made this _____ day of _____, 2019, by and between the **CITY OF DETROIT**, a Michigan public body corporate, acting by and through its Planning & Development Department (hereinafter referred to as the "**City**"), and the **CITY OF DETROIT BROWNFIELD REDEVELOPMENT AUTHORITY**, a Michigan public body corporate organized and existing under the authority of Act 381 of the Public Acts of Michigan 1996, as amended (hereinafter referred to as the "**DBRA**").

WITNESSETH:

WHEREAS, the City is the owner of certain vacant property, commonly known as 9501 Conner Street, Detroit, MI and formerly known as the Cadillac Stamping Plant, as more particularly described on **Exhibit A** hereto (the "**Property**"); and

WHEREAS, at the request of the City, the DBRA has been engaged in land assembly activities aimed at establishing market-ready industrial sites within City limits in order to attract manufacturing and logistics companies (the "**Land Assembly Project**"); and

WHEREAS, the DBRA has identified the Property as a key Land Assembly Project site; and

WHEREAS, in order to facilitate the use of the Property for the Land Assembly Project, DBRA has requested that the City convey the Property to the DBRA; and

WHEREAS, the City has agreed to transfer the Property to the DBRA in accordance herewith, pursuant to resolution of the City of Detroit City Council dated _____, 2019 and attached hereto as **Exhibit B**; and

WHEREAS, the City and the DBRA have determined that the transfer of the Property by the City to the DBRA is in the best interests of the City and will promote economic growth in the City.

NOW, THEREFORE, in consideration of the foregoing premises and of the covenants and agreements hereinafter contained, it is mutually agreed as follows:

ARTICLE I

1.01 Sale. Following the execution of this Agreement, the DBRA agrees to purchase and the City agrees to convey the Property to the DBRA for the Purchase Price (as defined below) by quit claim deed in the form attached hereto as Exhibit C, subject to the terms, covenants and conditions of this Agreement. Further, at DBRA's election, the City will convey the Property directly to Developer or Developer's designee.

1.02 Purchase Price. "**Purchase Price**" shall mean an amount equal to **One Million Seven Hundred Seventy-Eight Thousand Eight Hundred Ninety Three and 00/100 Dollars (\$1,778,893.00)**, less any Estimated Eligible Costs (the "**Purchase Price**"). The Purchase Price shall be paid to the City pursuant to the terms of a promissory note, executed by the DBRA for the benefit of the City (the "**Promissory Note**"), which Promissory Note shall be in form and substance satisfactory to the City. The Promissory Note shall be payable upon the sale of the Property to a third-party developer and/or end user (the "**Developer**") and shall be payable solely from the net sale proceeds received by the DBRA following the sale of the Property to Developer. The City acknowledges and agrees that in the event that the net sale proceeds following the DBRA's sale of the Property to Developer are insufficient to pay the Purchase Price in full, the Promissory Note shall be non-recourse to the DBRA and the DBRA's payment of a portion of the Purchase Price shall fulfill all obligations contained under the Promissory Note. The City further agrees that any net sale proceeds received by the DBRA which are in excess of the amount of the Promissory Note will be retained by the DBRA for the Land Assembly Project or for other permissible purposes to which the Director of the City's Planning and Development Department ("**P&DD**") consents in writing, which such consent shall not be unreasonably withheld.

1.03. "**Estimated Eligible Costs**" shall mean Developer's estimated costs for the Demolition and Remediation Activities relating to the Property, based on cost estimates prepared by Developer's consultants and /or contractors and subject to the DBRA's approval. "**Demolition and Remediation Activities**" shall mean excavation work, demolition, removal of underground structures, slabs, mats, foundations, vaults and any other existing structures, environmental remediation, soil removal and replacement, extensive utility relocation, soil compaction, grading and shoring, extensive dewatering, sheet piling or appropriate earth retention, site protection and engineering or other consultant services, and reasonable overhead and profit in connection with work performed by third party contractors, as reasonably required to address subsurface conditions of the Property.

1.04. No Payment by City. Notwithstanding anything to the contrary herein, in the event that the total Estimated Eligible Costs equal or exceed the sum of **One Million Seven Hundred Seventy-Eight Thousand Eight Hundred Ninety Three and 00/100 Dollars (\$1,778,893.00)**, the Purchase Price shall be deemed to have been paid and satisfied in full, and in no event shall the DBRA or the Developer be entitled to, nor shall the City have any obligation to pay, any such excess Estimated Eligible Costs.

1.05 Title Commitment. The DBRA, at its option, may obtain a commitment for an owner's title insurance policy issued by a responsible title insurance company authorized to do business in the State of Michigan to insure the DBRA's title to the Property, subject only to such conditions and exceptions as are provided for herein and reasonably acceptable to the DBRA. The cost of such title commitment and a policy issued pursuant to it, if any, shall be paid by the DBRA. Notwithstanding anything in this Agreement to the contrary, in the event DBRA determines, upon examination of the above-referenced title commitment, that a quiet title action (a "QTA") is necessary or desirable in order to obtain insurable title to the Property, or any portion thereof, the DBRA is hereby authorized to transfer the Property, or any parcel or parcels comprising a portion thereof, to the Detroit Land Bank Authority ("DLBA") on an interim basis solely for the purpose of carrying out a QTA with respect to the affected parcel or parcels. Further, upon the DBRA's election, the City agrees to transfer any parcel or parcels as indicated by the DBRA directly to the DLBA for purposes of carrying out a QTA, and such parcel or parcels shall be conveyed to the DBRA, or at DBRA's election directly to the Developer or Developer's designee, following the conclusion of such QTA.

1.06 Payment of Miscellaneous Expenses. The DBRA shall be responsible for recording and paying any fees for recording the quit claim deed and any other documents that the City determines must be recorded in connection with the transfer and development of the Property. DBRA, at its option, may have the Developer pay the costs contemplated by this Section 1.06.

1.07 Condition of Property. The DBRA shall accept the Property "AS IS", without any representation by or warranty from the City as to the condition of the Property.

ARTICLE II

2.01. Development. The DBRA may enter into one or more development agreements (each such agreement singularly referred to as a "**Development Agreement**" and all such agreements collectively referred to as the "**Development Agreements**") with one or more Developers. Any such Development Agreements shall provide for the sale of all or any portion of the Property to one or more private developers who shall develop the Property in accordance with the Development Agreement and such other conditions and/or limitations as the DBRA may require. DBRA's obligations with respect to the net proceeds received by the DBRA from the disposition of the Property shall be governed by Sections 1.02 thru 1.05 of this Agreement. The DBRA shall, prior to executing or amending any Development Agreement, submit such Development Agreement or amendment to the City for review and approval by the Director of P&DD. Notwithstanding the foregoing, in the event that the Property is not sold by DBRA to a Developer within five (5) years of the date of City Council's approval of this Agreement, the City, through an election by its Director of the P&DD, may elect to take title the Property, subject to any requirements of the Detroit City Code then in effect. The P&DD Director is authorized to make such an election, or to waive or release this option as necessary to facilitate the DBRA's disposition of the Property.

2.02 Certificate of Completion. With respect to any portion of the Property conveyed to a developer pursuant to a Development Agreement (the “**Developed Parcels**”), upon the satisfaction of the terms and conditions of such Development Agreement by the Developer, the DBRA may record a certificate of completion acknowledging that the development of the Developed Parcels has been completed in accordance with the Development Agreement (the “**Certificate of Completion**”). Upon the recording of said Certificate of Completion, the DBRA’s obligations pursuant to this Agreement with respect to the Developed Parcels shall be deemed satisfied, and the terms and conditions of this Agreement, including but not limited to the provisions of Article III, shall no longer apply to any Developed Parcels which are described in the Certificate of Completion.

ARTICLE III

3.01 Default. If the DBRA fails to comply with any material terms of this Agreement, the DBRA shall within thirty (30) days after receipt of written notice from the City, convey the Property back to the City by quitclaim deed and assign to the City the DBRA's interest in the Property, including any mortgage, security interest, promissory note or other instrument pertaining to the Property that was executed pursuant hereto or in furtherance of the Development Agreement. In the event that the DBRA fails to convey the Property and assign its interest in the Property in accordance with this Section 3.01, the DBRA hereby appoints the City its attorney-in-fact, with full power and authority to execute any and all documents necessary or convenient to convey the Property by quitclaim deed from the DBRA to the City and otherwise assign the DBRA's interest in the Property to the City.

3.02 Non-exclusive Remedy. The remedy provided for in Section 3.01 hereof shall be cumulative of all other remedies at law or in equity, and shall not be the exclusive remedy of the City against the DBRA for default by the DBRA under the terms of this Agreement.

ARTICLE IV

4.01 Independent Contractors. The relationship of the City and the DBRA is, and shall continue to be, an independent contractor relationship and no liability or benefits such as workers' compensation, pension rights or liabilities, insurance rights or liabilities or other provisions of liabilities arising out of or relating to a contractor for hire or employer/employee relationship shall arise or accrue to either party or either party's agents or employees with respect to the City as a result of this Agreement or the Project Plan.

ARTICLE V

5.01 Mutual Cooperation. The parties acknowledge that mutual cooperation will be required to accomplish the intent and objectives of this Agreement, and therefore agree to cooperate mutually in the development of the Property in order to best serve the respective interests of the public, the City and the DBRA.

ARTICLE VI

6.01 No Individual Liability. No official or employee of the City shall be personally liable to the DBRA or its successor in interest in the event of any default or breach by the City of any of the terms of this Agreement. No official or employee of the DBRA shall be personally liable to the City or its successor in interest in the event of any default or breach by the DBRA of any of the terms of this Agreement.

6.02 Conflict of Interest. No officer or employee of the City or the DBRA shall have any personal interest, direct or indirect, in this Agreement, nor shall any such official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested.

7.01 Fair Employment Practices. In accordance with the United States Constitution and all federal legislation and regulations governing fair employment practices and equal employment opportunity, including but not limited to Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 78 STAT. 252) and United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to the title, and in accordance with the Michigan Constitution and all state laws and regulations governing fair employment practices and equal employment opportunity, including but not limited to the Michigan Civil Rights Act (1976 PA 220), the DBRA agrees that it will not discriminate against any person, employee, consultant or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of this Agreement with respect to his or her hire, promotion, job assignment, tenure, terms, conditions or privileges of employment or hire because of his (her) religion, race, color, creed, national origin, age, sex, height, weight, marital status, public benefit status, sexual orientation or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. The DBRA recognizes the right of the United States and the State of Michigan to seek judicial enforcement of the foregoing covenants against discrimination against itself or its subcontractors.

Breach of the terms and conditions of this section may be regarded as a material breach of this Agreement.

ARTICLE VIII

8.01 Notices. When either party desires to give notice to the other in connection with and in accordance with the terms of this Agreement, such notice shall be given by certified mail and shall be deemed given when deposited in the United States mail, postage prepaid, return receipt requested, and such notice shall be addressed as follows:

For the City:

City of Detroit Planning and Development Department
Coleman A Young Municipal Center

2 Woodward Avenue
8th Floor
Detroit, Michigan 48226
ATTENTION: Director

With a copy to:
City of Detroit Law Department
Coleman A Young Municipal Center
2 Woodward Avenue
5th Floor
Detroit, Michigan 48226
ATTENTION: Corporation Counsel

For the DBRA:

City of Detroit Brownfield Redevelopment Authority
500 Griswold Street, Suite 2200
Detroit, Michigan 48226
ATTENTION: Authorized Agent

With a copy to:
Detroit Economic Growth Corporation
500 Griswold Street, Suite 2200
Detroit, Michigan 48226
ATTENTION: General Counsel

or such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided herein.

8.02 Force Majeure. In the event that the City or DBRA shall be delayed, hindered in, or prevented from the performance of any act required hereunder by reason of strike, lock-outs, labor troubles, inability to procure materials, failure of power, riots, insurrections, acts of terror, acts of war, the failure or default of the other party, or for other reasons beyond their control, then performance of such acts shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

8.03 Amendments. The City or the DBRA may consider it in its best interest to modify or to extend a term or condition of this Agreement. Any such extension or modification, which is mutually agreed upon by the City and the DBRA, shall be incorporated in written amendments to this Agreement. Unless otherwise stated in the amendment, such amendments shall not invalidate this Agreement, nor relieve or release the City or the DBRA from any of its obligations hereunder.

8.04 Merger Clause. This Agreement shall constitute the entire agreement and shall supersede all prior agreements and understandings both written and oral between the parties with respect to the subject matter and the Property.

8.05 Provisions Not Merged With Deed. No provision of this Agreement is intended to or shall be merged by reason of any deed transferring title to the Property from the City to the DBRA or from the DBRA to the City.

8.06 Counterparts. This Land Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same agreement.

8.07 Compliance with Applicable Law. The parties agree to comply with all applicable federal, state and local statutes, regulations, rules, ordinances, other laws and requirements now in effect or hereinafter enacted, including but not limited to City of Detroit Executive Orders Nos. 2016-1 and 2014-5, if applicable, and if necessary, shall execute and deliver such supplementary documents and agreements as are necessary to meet said requirements.

8.08 Michigan Law. This Agreement is being entered into and executed in the State of Michigan, and all questions with respect to the construction of this Agreement and the rights and liabilities of the parties hereunder shall be construed in accordance with the provisions of the laws of the State of Michigan and, where applicable, Federal law.

8.09 Time is of the Essence. Time is of the essence with respect to all provisions of this Agreement.

8.10 Non-Waiver. No waiver at any time of any provision or condition of this Agreement shall be construed as a waiver of any of the other provisions or conditions hereof, nor shall any waiver of any provision or condition be construed as a right to subsequent waiver of the same provisions or conditions.

8.11 Effective Date. The "Effective Date" of this Agreement shall be the date of execution hereof.

IN WITNESS WHEREOF, the City and the DBRA by and through their duly authorized officers and representatives, have executed this Agreement on the date first above written.

CITY OF DETROIT BROWNFIELD REDEVELOPMENT AUTHORITY,
a Michigan public authority and body corporate

By: _____
Name: _____
Its: Authorized Agent

By: _____
Name: _____
Its: Authorized Agent

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____ and _____, each an Authorized Agent of the City of Detroit Brownfield Redevelopment Authority, a Michigan public body authority and body corporate, on its behalf.

Notary Public, _____ County, Michigan
Acting in Wayne County Michigan
My Commission expires: _____

APPROVED AS TO FORM:
DBRA Counsel

By: _____
Rebecca A. Navin, Esq.

CITY OF DETROIT,
a Michigan municipal corporation acting by
and through its Planning and Development
Department

By: _____
Katharine G. Trudeau, Deputy Director

STATE OF MICHIGAN)
)ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on _____,
2019, by Katharine G. Trudeau, the Deputy Director of the Planning and Development
Department on behalf of the City of Detroit, a municipal corporation.

Notary Public, Wayne County, Michigan
My commission expires:

Approved as to form:

Name: _____
Title: _____

Authorized by City Council resolution adopted _____.

This Instrument Drafted by:
and when recorded return to:
Rebecca Navin, Esq.
500 Griswold, Suite 2200
Detroit, MI 48226

EXHIBIT A

LEGAL DESCRIPTION

Land situated in the City of Detroit, County of Wayne, State of Michigan as follows:

N DEVINE ALL THAT PT OF FRL SEC 23 T 1 S R 12 E INCL PT OF BESSENGER &
MOORES GRATIOT AVE SUB NO 2 & PTS OF P C S 10 & 12 DESC AS FOLS BEG AT A
PTE IN E LINE OF D T R R R/W BG ALSO IN N LINE OF DEVINE AVE TH N 34D 18M
12S W 868.47 FT ALG SD E LINE TH N 8

Parcel No. 19002594.001

EXHIBIT B

City Council Resolution

[See attached]

EXHIBIT C

Form of Deed

QUIT CLAIM DEED

That the **City of Detroit**, a Michigan public body corporate, the address of which is 2 Woodward Avenue, Detroit, Michigan 48226, quit claims to **City of Detroit Brownfield Redevelopment Authority**, a Michigan public authority and body corporate (the “**DBRA**”), the address of which is 500 Griswold Street, Suite 2200, Detroit, Michigan 48226, the premises located in the City of Detroit, Wayne County, Michigan, described on **Exhibit A** attached hereto and made a part hereof (the “**Land**”) for the sum of _____, together with all appurtenances thereon together with all reversionary interests in adjoining rights-of-way, streets, alleys and public easements, and subject to easements and building and use restrictions of record and to the Land Transfer Agreement described below.

This deed is given subject to the terms, covenants and conditions of Land Transfer Agreement dated _____, entered into by the parties hereto and which is incorporated herein by reference, none of the terms, covenants and conditions of which shall be deemed merged in this Deed. The covenants therein recited to be covenants running with the land are hereby declared to be covenants running with the land enforceable by the DBRA as therein set forth.

The following language is included pursuant to MCL 560.109(3) and 560.109(4), added by 1996 PA 591, and applies only to the portion of the Property that is not platted: The Grantor grants to the Grantee the right to make all divisions under Section 108 of the Land Division Act, Act No 288 of the Public Acts of 1967, as amended. This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

This Deed is dated as of _____.

[Signatures Follow]

Grantor:
CITY OF DETROIT,
a Michigan municipal corporation

By: _____
Katharine G. Trudeau
Deputy Director, Planning and
Development
Department

Acknowledged before me in _____ County, Michigan, on _____, 2019,
by Katharine G. Trudeau, Deputy Director, Planning and Development Department, on behalf of
said municipal corporation.

Notary's Stamp _____ Notary's Signature _____
Acting in _____ County, Michigan

Approved by Corporation Counsel pursuant to §7.5-206 of the 2012 Charter of the City of Detroit:

Corporation Counsel

In accordance with §17-5-4 of the 2019 Detroit City Code, I hereby certify that proper and fair consideration has been received by the City pursuant to this contract.

Chief Deputy CFO/Finance Director

Drafted by and return to: Rebecca A. Navin, Esq., 500 Griswold, Ste. 2200, Detroit, MI 48226
Exempt from transfer tax pursuant to MCL 207.505(h)(i) and 207.526(h)(i).

**EXHIBIT A
LEGAL DESCRIPTION**

Land situated in the City of Detroit, County of Wayne, State of Michigan as follows:

N DEVINE ALL THAT PT OF FRL SEC 23 T 1 S R 12 E INCL PT OF BESSENGER &
MOORES GRATIOT AVE SUB NO 2 & PTS OF P C S 10 & 12 DESC AS FOLS BEG AT A
PTE IN E LINE OF D T R R R/W BG ALSO IN N LINE OF DEVINE AVE TH N 34D 18M
12S W 868.47 FT ALG SD E LINE TH N 8

Parcel No. 19002594.001



CITY OF DETROIT
DEPARTMENT OF PUBLIC WORKS
CITY ENGINEERING DIVISION

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

November 14, 2019

Honorable City Council:

RE: Petition No. 785 — Giffels Webster, request to vacate and close a portion of Porter Street and the public alley north of Porter Street and south of Bagley Avenue, bounded by Wabash Avenue (vacated) and Vermont Avenue.

Petition No. 785 — Giffels Webster request to vacate and convert to easement a portion of Porter Avenue, 47 feet wide, west of Vermont Avenue, 70 feet wide, and also vacate and convert to easement the north-south public alley, 20 feet wide, north of Porter Street, 47 feet wide, and south Bagley Avenue, 60 feet wide; bounded by New York Central Rail Line and Vermont Avenue, 70 feet wide.

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

The request is being made as part of a project planned for the area.

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

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

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

I am recommending adoption of the attached resolution.

Respectfully submitted,

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

/JK

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

BY COUNCIL MEMBER _____

RESOLVED, the portion of Porter Avenue, 47 feet wide, west of Vermont Avenue, 70 feet wide, the north-south public alley, 20 feet wide, north of Porter Street, 47 feet wide, and south Bagley Avenue, 60 feet wide; bounded by the New York Central Rail Line, and Vermont Avenue, 70 feet wide.; further described as land in the City of Detroit, Wayne County, Michigan being:

1. The portion of Porter Street, 47 feet wide, lying northerly of and adjoining the northerly line of the vacated south 11.4 feet of Porter Avenue and Lot 163; southerly of lot 154 and 162, also southerly of the south line of the north-south alley, 20 feet wide, between lots 154 and 162 of "Lafferty Farm Subdivision Wayne County, Michigan" as recorded in Liber 1, Page 305 of Plats, Wayne County Records; bounded by Vermont Avenue, 70 feet wide, to the east and the New York Central Rail Line to the west.
2. North-south alley, 20 feet wide, lying easterly and adjoining lots 105 through 154, and westerly of and adjoining lots 104 through 162 of "Lafferty Farm Subdivision Wayne County, Michigan" as recorded in Liber 1, Page 305 of Plats, Wayne County Records; bounded by Bagley Avenue, 60 feet wide, to the north and Porter Street, 47 feet wide, to the south.

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

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

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

Third, said owners for their heirs and assigns further agree that no buildings or structures of any nature whatsoever including, but not limited to, concrete slabs or driveways, retaining or partition

walls (except necessary line fences or gates), shall be built or placed upon said easement, nor change of surface grade made, without prior approval of the City Engineering Division – DPW,

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

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

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

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

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

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

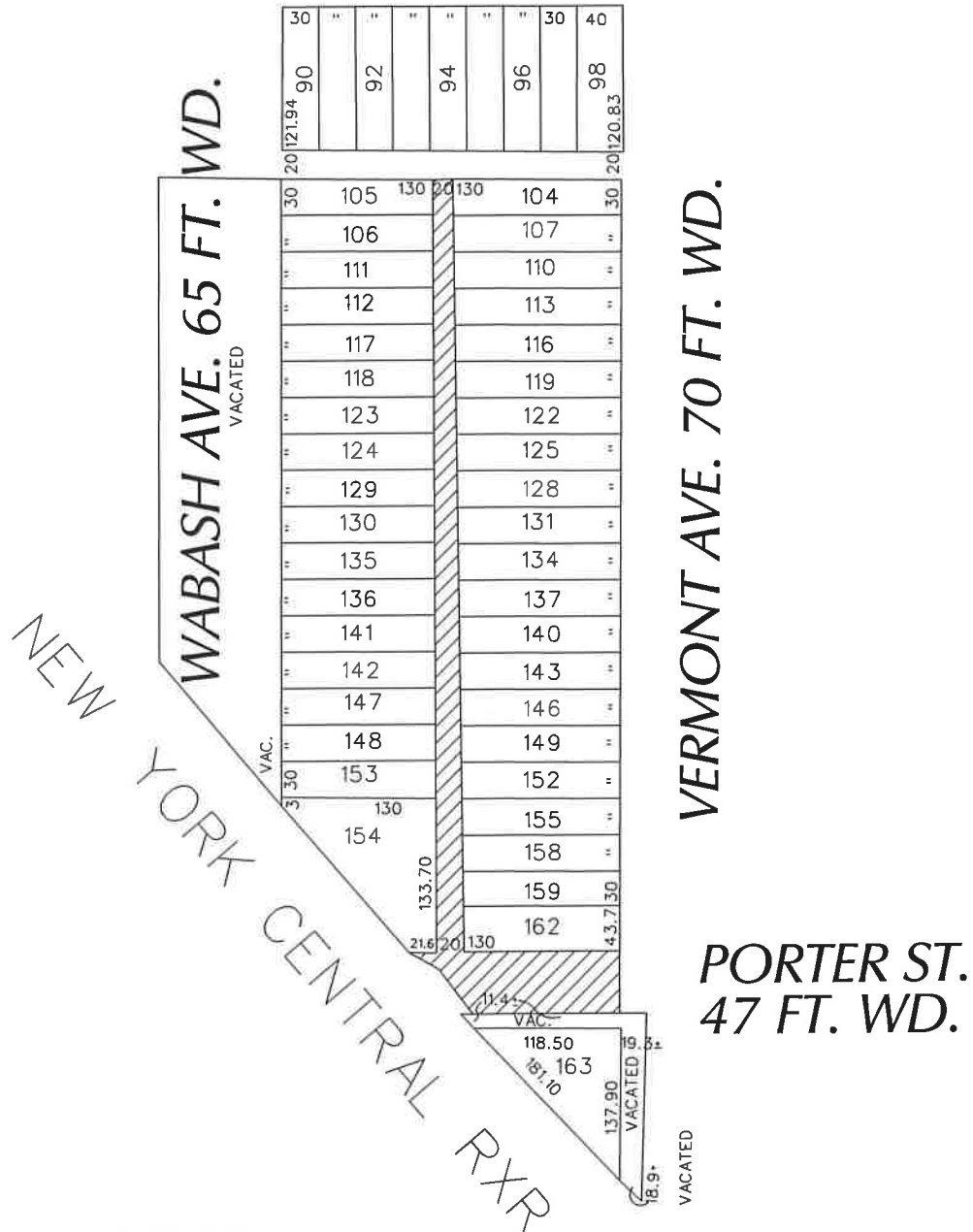
Provided, that if any time in the future, the owners of any lots abutting on said vacated alley shall request the removal and/or relocation of the aforementioned utilities in said easement, such owners shall pay all costs incident to such removal and/or relocation. It is further provided that if sewers,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

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

PETITION NO. 785
 GIFFELS WEBSTER
 28 W. ADAMS, SUITE 1200
 DETROIT, MICHIGAN 48226
 TRICIA DEMARCO
 PHONE NO. 313 962-4442



BAGLEY AVE. 60 FT. WD.



- CONVERSION TO EASEMENT

(FOR OFFICE USE ONLY)

CARTO 18 A

B						CONVERSION TO EASEMENT PORTER ST. 48.9 FT. WD. AND THE NORTH/SOUTH PUBLIC ALLEY, 20 FT. WD. IN THE BLOCK BOUND BY VERMONT, WABASH, BAGLEY AVE. AND NEW YORK CENTRAL RXR	CITY OF DETROIT CITY ENGINEERING DIVISION SURVEY BUREAU	
A					JOB NO. 01-01			
DESCRIPTION		DRWN	CHKD	APPD	DATE			DRWG. NO. X 785
REVISIONS								
DRAWN BY		CHECKED		APPROVED				
WLW DATE 04-26-19		KSM						



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City of Detroit

GABE LELAND
COUNCIL MEMBER

MEMORANDUM

TO: David P. Massaron, Chief Financial Officer

THRU: Council President Brenda Jones

FROM: Gabe Leland 
Councilman District 7

DATE: November 15, 2019

RE: Blight Bond Allocation – District 7

If the Blight Bond were approved, what would be the overall planned investment in District 7?

cc: Honorable Colleagues
Stephanie Washington / Gail Fulton, Mayor's Liaisons
Janice Winfrey, City Clerk

gl:gal

CITY CLERK 2019 NOV 15 AM 11:17