

New Business

1-28-20

**PUBLIC HEALTH
AND SAFETY
STANDING
COMMITTEE**

53

MAYOR'S OFFICE COORDINATORS REPORT

OVERALL STATUS (please circle): APPROVED DENIED N/A CANCELED

Petition #: 1144 Event Name: 2020 North American International Auto Show

Event Date : June 6 - 21, 2020

Street Closure: Various

Organization Name: North American International Auto Show

Street Address: 1900 W. Big Beaver Road Suite 100 Troy, MI 48084

Receipt date of the COMPLETED Special Events Application:	
Date of City Clerk's Departmental Reference Communication:	
Due date for City Departments reports:	
Due date for the Coordinators Report to City Clerk:	

Event Elements (check all that apply):

- Walkathon Carnival/Circus Concert/Performance Run/Marathon
- Bike Race Religious Ceremony Political Ceremony Festival
- Filming Parade Sports/Recreation Rally/Demonstration
- Fireworks Convention/Conference Other: Auto Show
- 24-Hour Liquor License

Petition Communications (include date/time)

The annual North American International Auto Show will take place at TCF Center, Hart Plaza and the Downtown Detroit parks with installations from 9:00am - 12:00am each day.

**** ALL permits and license requirements must be fulfilled for an approval status ****

Date	Department	N/A	APPROVED	DENIED	Additional Comments
	DPD	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	DPD Assisted Event; Contracted with NAIAS & Eagle to Provide Private Security Services
	DFD/EMS	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Pending Inspections; Contracted with Private EMS Company
	DPW	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	ROW Permit Required for Street Closures
	Health Dept.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Temporary Food License Required

Date	Department	N/A	APPROVED	DENIED	Additional Comments
	TED	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Type III Barricades & Fencing Required
	Recreation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Application Received & Approved as Presented
	Bldg & Safety	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Permits Required for Tents, Staging & Generators
	Bus. License	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Vendors License & Liquor License Required
	Mayor's Office	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	All Necessary permits must be obtained prior to event. If permits are not obtained, departments can enforce closure of event.
	Municipal Parking	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Purchase of Parking Meters & No Parking Signs Required
	DDOT	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Low Impact on Buses

MAYOR'S OFFICE

Signature: B. Ausher

Date: 1-20-2020

City of Detroit
OFFICE OF THE CITY CLERK

Janice M. Winfrey
City Clerk

Andre P. Gilbert II
Deputy City Clerk

DEPARTMENTAL REFERENCE COMMUNICATION

Thursday, November 7, 2019

To: The Department or Commission Listed Below

From: Janice M. Winfrey, Detroit City Clerk

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

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

MAYOR'S OFFICE DPW - CITY ENGINEERING DIVISION
PLANNING AND DEVELOPMENT DEPARTMENT POLICE DEPARTMENT
FIRE DEPARTMENT BUSINESS LICENSE CENTER
TRANSPORTATION DEPARTMENT MUNICIPAL PARKING DEPARTMENT

1144 *North American International Auto Show, request to hold the "2020 North American International Auto Show" at Hart Plaza, TCF Center and various downtown locations from June 10, 2020 to June 21, 2020 with set-up beginning 5/27/20 and teardown to be completed 6/28/20.*

6/10 - 6/21, 2020

City of Detroit Special Events Application

Successful events are the result of advance planning, effective communication and teamwork. The City of Detroit will be strictly adhering to the Special Events Guidelines; please print them out for reference. Petitioners are required to complete the information below so that the City of Detroit may gain a thorough understanding of the scope and needs of the event. This form must be completed and returned to the Special Events and Film Handling Office at least **60 days** prior to the first date of the event. If submitted later than 60 days prior, application is subject to denial. Please type or print clearly and attach additional sheets and maps as needed.

Section 1- GENERAL EVENT INFORMATION

Event Name: 2020 North American International Auto Show

Event Location: Hart Plaza – TCF Center – Various Downtown Locations

Is this going to be an annual event? Yes No

Section 2- ORGANIZATION/APPLICANT INFORMATION

Organization Name: North American International Auto Show

Organization Mailing Address: 1900 W. Big Beaver Road, Suite 100, Troy, MI 48084

Business Phone: 248-283-5136 Business Website: www.dada.org

Applicant Name: Sam Fotias

Business Phone: _____ Cell Phone: 586-596-9564 Email: sam@paxahau.com

Event On-Site Contact Person:

Name: Sam Fotias

Business Phone: _____ Cell Phone: 586-596-9463 Email: sam@paxahau.com

Event Elements (check all that apply)

- Walkathon
- Run/Marathon
- Political Event
- Parade
- Convention/Conference
- Carnival/Circus
- Bike Race
- Festival
- Sports/Recreation
- Fireworks
- Concert/Performance
- Religious Ceremony
- Filming
- Rally/Demonstration
- Other: Auto Show

Projected Number of Attendees: 800,000

Please provide a brief description of your event:

A re-iteration of the traditional Global Showcase of Autonomous Manufacturers & Mobility/Technology Partners that has taken place for over 40 years in the city.

What are the projected set-up, event and tear down dates and times (must be completed)?

Begin Set-up Date: May 27 2020 Time: 8am Complete Set-up Date: June 9 2020 Time: 11pm

Event Start Date: June 10 2020 Time: 7am Event End Date: June 21 2020 Time: 10pm

Begin Tearing Down Date: June 21 2020 Complete Tear Down Date: June 28 2020

Event Times (If more than one day, give times for each day):

9am to 12 midnight each day

Section 3- LOCATION/SITE INFORMATION

Location of Event: Hart Plaza & Various Downtown Locations TBD

Facilities to be used (circle): Street Sidewalk Park City
Facility

Please attach a copy of Port-a-John, Sanitation, and Emergency Medical Agreements as well as a site plan which illustrates the anticipated layout of your event including the following:

- Public entrance and exit
- Location of merchandising booths
- Location of food booths
- Location of garbage receptacles
- Location of beverage booths
- Location of sound stages
- Location of hand washing sinks
- Location of portable restrooms
- Location of First Aid
- Location of fire lane
- Proposed route for walk/run
- Location of tents and canopies
- Sketch of street closure
- Location of bleachers
- Location of press area
- Sketch of proposed light pole banners

Section 4- ENTERTAINMENT

Describe the entertainment for this year's event: Various Local Groups & National Headliners TBD

Will a sound system be used? Yes No

If yes, what type of sound system?

Section 5- SALES INFORMATION

Will there be advanced ticket sales? Yes No

If yes, please describe: \$10-\$15 & \$20 Tickets

Will there be on-site ticket sales? Yes No

If yes, list price(s): Same as above

Will there be vending or sales? Yes No

If yes, check all that apply:

[x] Food [x] Merchandise [x] Non-Alcoholic Beverages [x] Alcoholic Beverages

Indicate type of items to be sold: Shirts, Art, Souvenirs, etc

Will there be food trucks? Yes No

If yes, please list how many: TBD

Will there be a charge for parking? Yes No

If yes, please describe the amount:

How will you advise attendees of parking options?

Section 6- PUBLIC SAFETY & PARKING INFORMATION

Name of Private Security Company: Security Contract is out to bid at this time

Contact Person:

Address:

Phone:

City/State/Zip:

Number of Private Security Personnel Hired Per Shift: TBD

Are the private security personnel (check all that apply):

Licensed

Armed

Bonded

Section 7- COMMUNICATION & COMMUNITY IMPACT INFORMATION

How will your event impact the surrounding community (i.e. pedestrian traffic, sound carryover, safety)?

Have local neighborhood groups/businesses approved your event?

Yes No

Indicate what steps you have or will take to notify them of your event: There will be an ongoing communication

campaign via all media channels

Section 8- EVENT SET-UP

Complete the appropriate categories that apply to the event **Structure**

Describe specific power needs for entertainment and/or music. If generators will be used, described how many and how they will be fueled:

Proprietary power grid will be installed based on the event's needs, which are still being aggregated

Name of vendor providing generators: Contact Person: Power Provider is out to bid.

Address: _____

Phone: _____

City/State/Zip _____

	How Many?	Size/Height
Booth	TBD	
Tents (enclosed on 3 sides)	TBD	
Canopy (open on all sides)	TBD	
Staging/Scaffolding	Main Stage in Bowl, 45x40	
Bleachers	TBD	

Section 9- COMPLETE ALL THAT APPLY

Emergency medical services? EMS Provider is out to bid

Contact Person: _____

Address: _____

City/State/Zip: _____

Name of company providing port-a-johns. Jay's Septic

Contact Person: _____

Address: _____

Phone: _____

City/State/Zip: _____

Name of private catering company? Andiamo's

Contact Person: _____

Address: _____

Phone: _____

City/State/Zip: _____

SPECIAL USE REQUESTS

List any streets or possible streets you are requesting to be closed. Include the day, date, and time of requested closing and reopening. Neighborhood Signatures must be submitted with application for approval. **Barricades are not available from the City of Detroit.**

Will there be street closures? Yes No

If yes, please complete the street closure information below and attach a map or sketch of the proposed area for closure.

STREET NAME: _____

FROM: _____ **TO:** _____

CLOSURE DATES: _____ **BEG TIME:** _____ **END TIME:** _____

REOPEN DATE: _____ **TIME:** _____

STREET NAME: _____

FROM: _____ **TO:** _____

CLOSURE DATES: _____ **BEG TIME:** _____ **END TIME:** _____

REOPEN DATE: _____ **TIME:** _____

STREET NAME: _____

FROM: _____ **TO:** _____

CLOSURE DATES: _____ **BEG TIME:** _____ **END TIME:** _____

REOPEN DATE: _____ **TIME:** _____

STREET NAME: _____

FROM: _____ **TO:** _____

CLOSURE DATES: _____ **BEG TIME:** _____ **END TIME:** _____

REOPEN DATE: _____ **TIME:** _____

STREET NAME: _____

FROM: _____ **TO:** _____

CLOSURE DATES: _____ **BEG TIME:** _____ **END TIME:** _____

REOPEN DATE: _____ **TIME:** _____

PLEASE ADD IMPORTANT INFORMATION BELOW AND ATTACH A COPY OF THE FOLLOWING:

- 1) **CERTIFICATE OF INSURANCE**
- 2) **EMERGENCY MEDICAL AGREEMENT**
- 3) **SANITATION AGREEMENT**
- 4) **PORT-A-JOHN AGREEMENT**
- 5) **COMMUNITY COMMUNICATION**

AUTHORIZATION & AFFADAVIT OF APPLICANT

I certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief that I have read, understood and agreed to abide by the rules and regulations governing the proposed Special Event, and I understand that this application is made subject to the rules and regulations established by the Mayor or the Mayor's designee. Applicant agrees to comply with all other requirements of the City, County, State, and Federal Government and any other applicable entity, which may pertain to Special Events. I further agree to abide by these rules, and further certify that I, on behalf of the Event agree to be financially responsible for any costs and fees that may be incurred by or on behalf of the Event, to the City of Detroit.

Signature of Applicant

Date

NOTE: Completion of this form does not constitute approval of your event. Pending review by the Special Events Management Team, you will be notified of any requirements, fees, and/or restrictions pertaining to your event.

HOLD HARMLESS AND INDEMNIFICATION

The Applicant agrees to indemnify and hold the City of Detroit (which includes its agencies, officers, elected officials, appointed officials and employees) harmless from and against injury, loss, damage or liability (or any claims in respect of the foregoing including claims for personal injury and death, damage to property, and reasonable outside attorney's fees) arising from activities associated with this permit, except to the extent attributable to the gross negligence or intentional act or omission of the City.

Applicant affirms that Applicant has read and understands the Hold Harmless and Indemnification provision and agrees to the terms expressed therein.

(Please Print)

Event Name: _____ **Event**

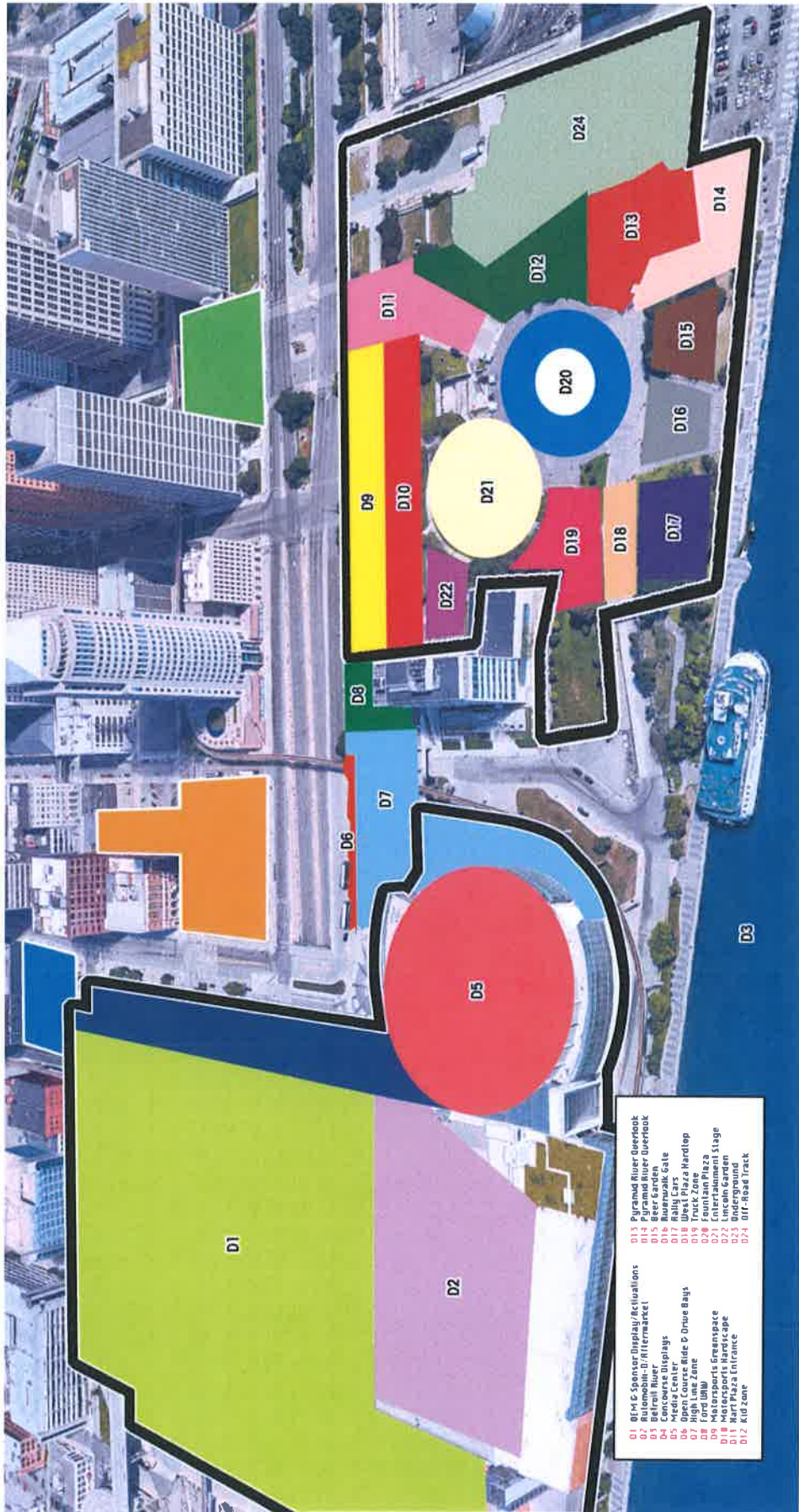
Date: _____

Event Organizer:

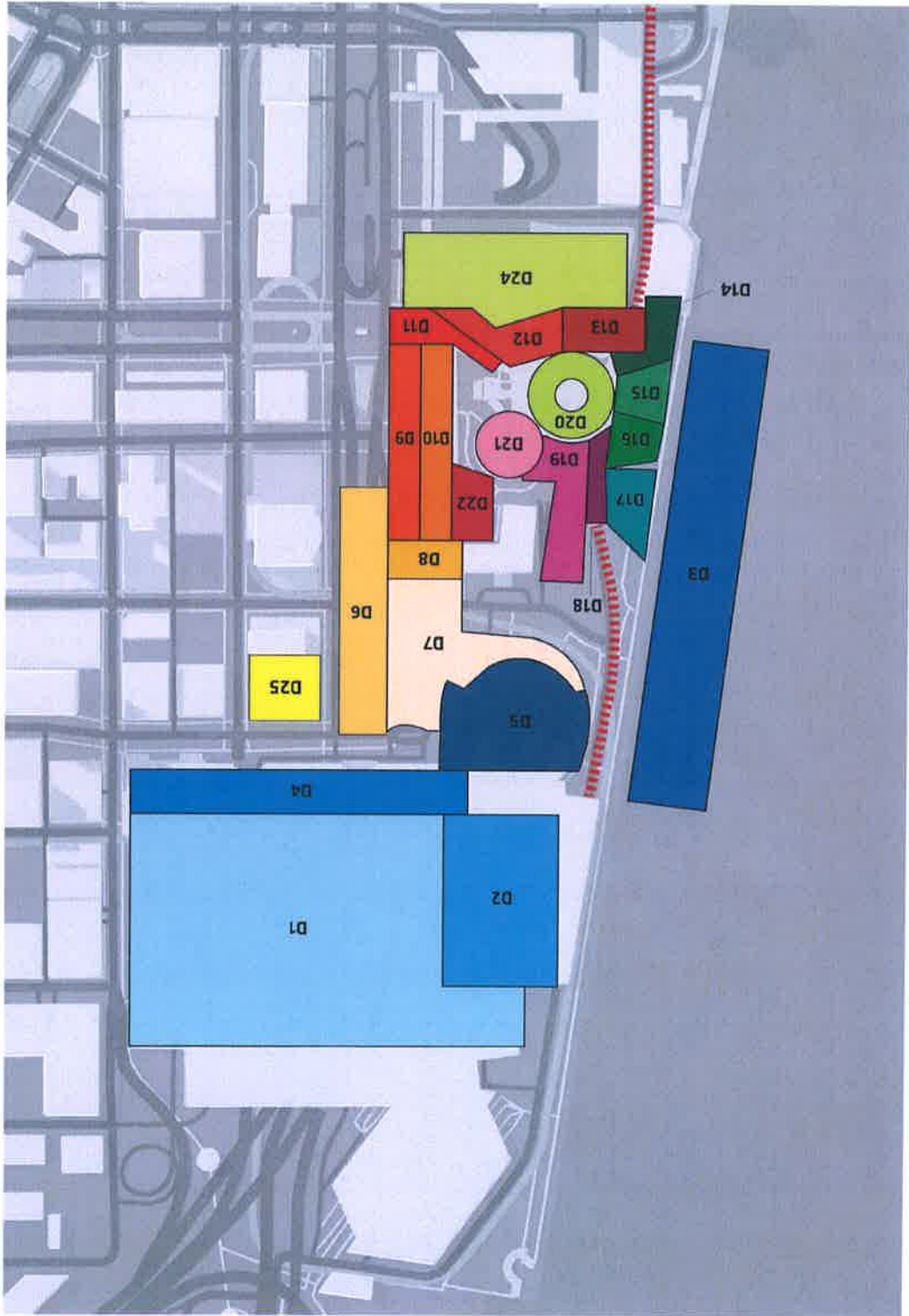
Applicant Signature: _____

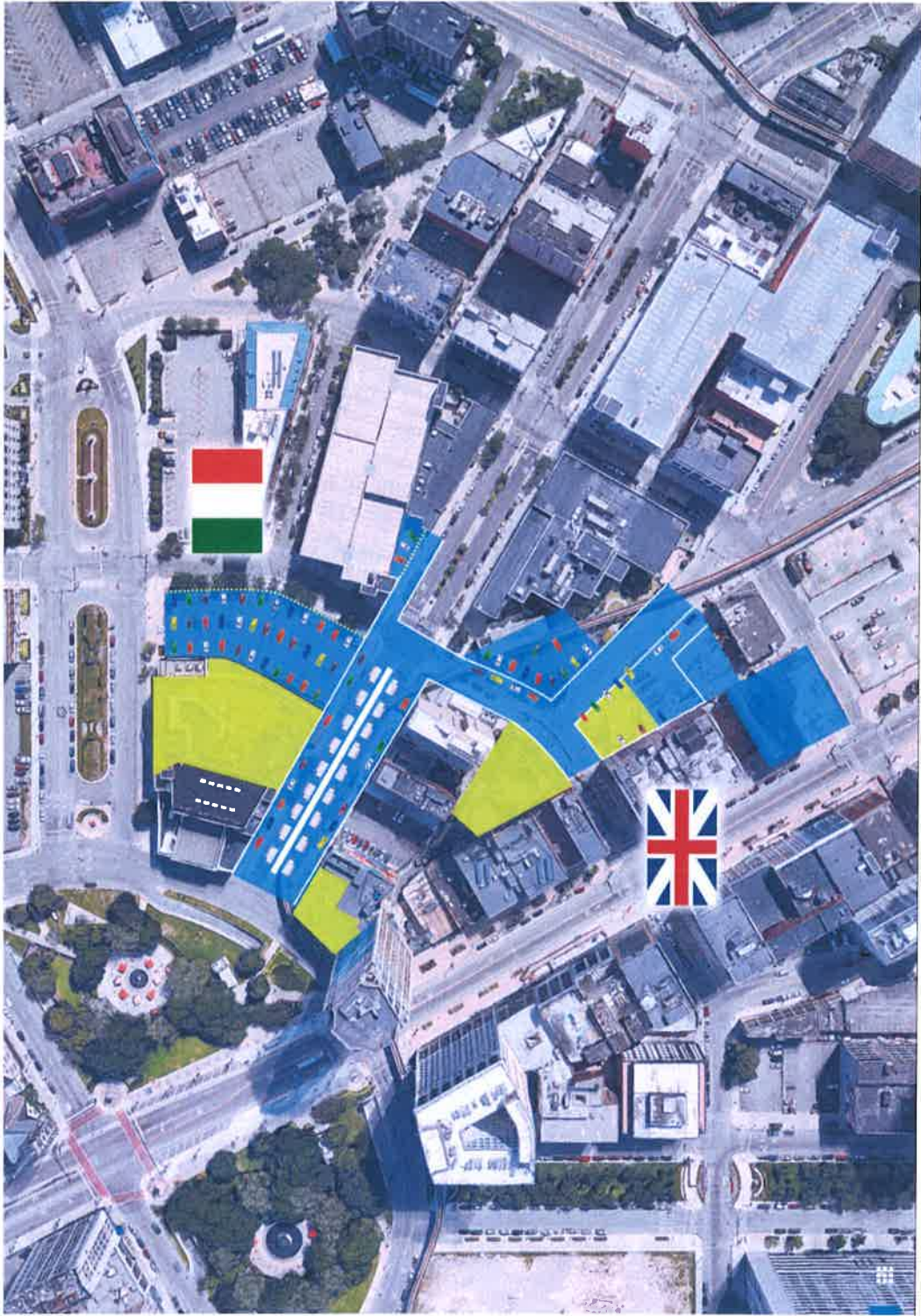
Date: _____





- | | |
|-----|------------------------------------|
| D1 | 01-M & Sponsor Display/Activations |
| D2 | 02-Exhibitor/Filtermarket |
| D3 | 03-Defiant River |
| D4 | 04-Concourse Displays |
| D5 | 05-Needz Center |
| D6 | 06-Exhibitor Plaza |
| D7 | 07-High Line Zone |
| D8 | 08-Ford URM |
| D9 | 09-Motorsports Greenspace |
| D10 | 10-Exhibitor Plaza |
| D11 | 11-Mat's Plaza Entrance |
| D12 | 12-Kid zone |
| D13 | 13-Pyramid River Overlook |
| D14 | 14-Grand River Overlook |
| D15 | 15-Grand Concourse |
| D16 | 16-Restaurant Gate |
| D17 | 17-Rally Cars |
| D18 | 18-Exhibitor Plaza Handtop |
| D19 | 19-Exhibitor Plaza Handtop |
| D20 | 20-Track Zone |
| D21 | 21-Entertainment Stage |
| D22 | 22-Exhibitor Plaza |
| D23 | 23-Underground |
| D24 | 24-Off-Road Track |







54

Date: January 22, 2020

HONORABLE CITY COUNCIL

RE: RECOMMENDATION FOR DEFERRAL
ADDRESS: 20429 Warrington
NAME: Patricia Harrington
Demolition Ordered: November 18, 2019

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

A special inspection conducted on January 17, 2020 **revealed** that the building is secured and appears to be sound and repairable. The owner has paid all taxes and is current. The proposed use of the property is owner's use and occupancy. **This is the 1st deferral request for this property.**

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

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

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

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

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

Respectfully submitted,

David Bell
Director

DB:bkd

cc: Patricia Harrington, 18910 Harlow, Detroit, MI 48219
Patricia Harrington, 9168 Seminole, Redford, MI 48239

CITY CLERK 2020 JAN 24 PM 3:14



55

Date: January 22, 2020

HONORABLE CITY COUNCIL

RE: **RECOMMENDATION FOR DEFERRAL**
ADDRESS: 17141 Rutherford
NAME: Houplin 1978 LLC
Demolition Ordered: July 25, 2011

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

A special inspection conducted on January 15, 2020 revealed that the building is secured and appears to be sound and repairable. The owner has paid all taxes and is current. The proposed use of the property is owner's use and occupancy. **This is the 1st deferral request for this property.**

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

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

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

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

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

Respectfully submitted,

David Bell
Director

DB:bkd

cc: Houplin 1978 LLC, 48377 Van Dyke, Shelby Twp., MI 48317
ATTN: Bernard Wicart



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



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

December 5, 2019

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

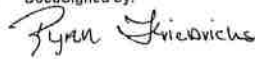
RE: Request to Accept and Appropriate the Transportation Economic Development Fund – Category A Grant for Mt. Elliot Street

The Michigan Department of Transportation has awarded the City of Detroit Department of Public Works with the Transportation Economic Development Fund – Category A Grant for a total of \$2,424,208.00. The State share is \$2,424,208.00 of the approved amount, and there is a required cash match of \$1,536,442.00. The City of Detroit Economic Development Corporation will provide \$850,000.00 to pay for a portion of the required match. The Department of Public Works will be responsible for paying the remaining \$686,442.00 portion of the required match. The total project cost is \$3,960,650.00.


The objective of the grant is to reconstruct Mt. Elliott Street from Georgia Street to Conant Street. The funding allotted to the department will be utilized to reconstruct the road in the specified area and to add a right-turn lane from northbound Mt. Elliott to eastbound Georgia Street and a left-turn lane from southbound Mt. Elliott to eastbound Miller Street. New sidewalk will also be installed in the impacted area. The Department of Public Works Head Engineer, Richard Doherty, will be the project lead for this grant. This is a reimbursement grant.

If approval is granted to accept and appropriate this funding, the appropriation number is 20752, with the cash match, in the amount of \$686,442.00, coming from appropriation number 04189.

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

Sincerely,
DocuSigned by:

A38648C2052F48B...

Ryan Friedrichs
Director, Office of Development and Grants
CC:
Katerli Bounds, Deputy Director, Grants
Sajjiah Parker, Assistant Director, Grants

DocuSigned by:

1E1A2A85D0C84B3...

Office of Budget
DocuSigned by:

3925B7659A3D409...

Agreement Approved as to Form
By the Law Department

Office of Development and Grants

RESOLUTION

Council Member _____

WHEREAS, the Department of Public Works is requesting authorization to accept a grant of reimbursement from the Michigan Department of Transportation, in the amount of \$2,424,208.00, to reconstruct Mt. Elliott Street from Georgia Street to Conant Street; and

WHEREAS, the City of Detroit Economic Development Corporation will provide \$850,000.00 to pay for a portion of the required match and the Department of Public Works will be responsible for paying the remaining \$686,442.00 portion of the required match; and

WHEREAS, Richard Doherty, the Department of Public Works Head Engineer, will be the project lead for this grant; and

WHEREAS, the Law Department has approved the attached agreement as to form; and

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

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

BE IT FURTHER RESOLVED, that the Budget Director is authorized to establish Appropriation number 20752, in the amount of \$3,960,650.00, which includes a cash match, in the amount of \$686,442.00, coming from Appropriation 04189, and a cash match, in the amount of \$850,000.00, coming from the City of Detroit Economic Development Authority, for the Transportation Economic Development Fund – Category A Grant.



Grant Summary

Date: 11/06/2019

Page: 1 of 2

Grant Type: TED - Category A

Grant Number: 1323

Section	Applicant	Description (rpt)	Current Grant Amount	Total Match	Total Amount	Grant %	Status	Grant Year
01	City of Detroit	Mt. Elliott	\$2,424,208.00	\$1,536,442.00	\$3,960,650.00	61.21%	Approved	2018
Total:			\$2,424,208.00	\$1,536,442.00	\$3,960,650.00	61.21%		

Section Grant Section Description

01 REVISED AWARD SUMMARY

The City of Detroit did not obtain the expected local match from the Economic Development Administration. Due to the reduction in available match the scope of the project has been reduced. The work on Mt. Elliott from Conant Street to I-94 has been eliminated. The revised scope is to reconstruct Mt. Elliott from Georgia Street to Conant Street. A right-turn lane from northbound Mt. Elliott to eastbound Georgia Street and a left-turn lane from southbound Mt. Elliott to eastbound Miller Street will be added to the roadway. The widening of Mt. Elliott will necessitate the construction of new sidewalk in the impacted areas. Total construction costs for this project are \$3,129,520. The TEDF Category A share of construction remains at \$2,424,308 or 77%. The remaining construction match of \$705,312 is the responsibility of the City of Detroit. In addition, the City of Detroit will be providing match of \$831,130 for non-construction project-related costs. The City of Detroit will also be contributing \$195,000 for non-participating project costs.

AWARD SUMMARY

Reconstruct Mt. Elliott from Georgia Street to Conant Street. Resurfacing and spot concrete replacements on Mt. Elliott from Conant Street to I-94. Add a right-turn lane from northbound Mt. Elliott to eastbound Georgia Street. Add a left-turn lane from southbound Mt. Elliott to eastbound Miller Street. The widening of Mt. Elliott will necessitate the construction of new sidewalk in the impacted areas. Total construction costs for this project are \$5,266,668. The TEDF Category A share of construction is \$2,424,308 or 46%. The remaining construction match of \$2,842,460 is the responsibility of the City of Detroit. In addition, the City of Detroit will be providing match of \$1,142,063 for non-construction project-related costs.



Grant Summary

Date: 11/06/2019

Page: 2 of 2

Project Summary

Arcelor Mittal Tailored Blanks Americas Corporation, is in the process of renovating an existing building located on Mt. Elliott in the city of Detroit. Once operational, the company will produce tailored laser welded blanks to be shipped to OEM and Tier 1 stamping plants for use in vehicle bodies. This facility will be the company's first in Michigan and will serve as its North American headquarters. Arcelor Mittal Tailored Blanks chose this location over the possibility to expand at an existing location in Ohio, due to the building's proximity to its customer base.

Flex-N-Gate is a top global supplier of exterior trim components, aluminum and steel modular stamped body chassis assemblies, lighting and other automotive OEM products. The company needed to expand and considered locating their new facility in Ontario, Indiana or Ohio. Flex-N-Gate chose to construct this new manufacturing facility on Georgia Street in the city of Detroit due to its proximity to the company's primary customers.

The condition of Mt. Elliott from Georgia Street to Conant Street is substandard. To address this, the city of Detroit will reconstruct/resurface Mt. Elliott from Georgia Street to I-94. The city will also add turn lanes at Georgia Street and Miller Street to allow for improved truck access.

The road infrastructure projects were significant factors in both companies decision to locate at the I-94 Industrial Park. Arcelor Mittal Tailored Blanks American Corporation is investing \$83,508,166 to renovate an existing building and will create 120 new jobs to the state of Michigan. Flex-N-Gate Detroit, LLC is investing \$160,000,000 to construct its new facility which will result in 400 new jobs.

The total project cost is \$6,408,731. Total construction costs are \$5,266,668. The TEDF Category A Share of construction is \$2,424,208 or 46%. The remaining construction match of \$2,842,460 is the responsibility of the city of Detroit. In addition, the city of Detroit is providing \$1,142,063 in matching funds for non-construction, project-related work.



November 20, 2019

Mr. Ron Brundidge
Director
City of Detroit- Department of Public Works
2 Woodward Avenue- Suite 611
Detroit, Michigan 48226

RE: I-94 Industrial Park Project- Mt. Elliott Improvement Project- Funding Commitment from the Economic Development Corporation of the City of Detroit

Mr. Brundidge,

The Economic Development Corporation of the City of Detroit (“EDC”), in coordination with the City of Detroit (the “City”), has been engaged in planning for and assessing the feasibility of redeveloping the Mt. Elliott Street as a key transportation route to support recent and future commercial and industrial investments in and around the I-94 Industrial Park District. Both parties have been working together to develop a scope of work and attract and secure funding for this purpose. Most recently, the City and the EDC have been working to secure project funding from a variety of sources, including the Michigan Department of Transportation (“MDOT”). The total project cost is estimated at about \$4.1 million. MDOT has made a conditional commitment to the City of Detroit to fund about \$2.4 million of eligible project costs associated with the improvements to Mt. Elliott Street, from Georgia to Conant, with the City responsible for securing the remaining \$1.7 million.

In order to help secure the MDOT funding and support the City of Detroit’s outstanding project funding needs, the EDC hereby provides a conditional commitment to reserve funds in an amount not to exceed Eight Hundred Fifty Thousand (\$850,000.00) Dollars (the “EDC Funds”) to help pay for costs associated with the construction of the Mt. Elliott Improvement Project. These costs may include, but are not limited to civil design and engineering services, construction engineering and inspection services, and environmental assessment services.

This commitment is being made with the understanding that the use and allocation of EDC Funds will be subject to approval by the EDC Board of Directors. The EDC Funds will remain in the EDC's custody and shall be allocated and expended for the project as determined by EDC staff; provided, however, that subject to the approval of each party's respective governing body, the EDC and the City, through its Department of Public Works, may negotiate and enter into a funding agreement that will specify the terms and conditions governing the use of the EDC Funds.

If you have any questions, please contact me at (313) 237-6098 or at orbertson@degc.org.

Sincerely,

A handwritten signature in black ink, appearing to read "Orza Robertson", with a long horizontal flourish extending to the right.

Orza Robertson
EDC

CC: Richard Doherty, DPW-CED
Bashar Dimitry, City of Detroit- Grants Management Office
Kenyetta Hairston-Bridges, EDC
Malik Goodwin, EDC-GMG

TED (A) (C) (F)
NON FED

CAB
Control Section
Job Number
Contract No.

THIS CONTRACT is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT;"

and the BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF _____, MICHIGAN, hereinafter referred to as the "REQUESTING PARTY;"

and the CITY OF _____, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY;"

for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in _____, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I," dated _____, attached hereto and made a part hereof:

WITNESSETH:

WHEREAS, the State of Michigan is hereinafter referred to as the "State;" and

WHEREAS, the PROJECT has been approved for financing in part with funds from the State appropriated to the Transportation Economic Development Fund, hereinafter referred to as "TED FUNDS," qualifies for funding pursuant to PA 231, Section 11(3)(a); Public Act of 1987, as amended, and is categorized as:

CATEGORY "A" FUNDED PROJECT

WHEREAS, the PROJECT has been approved for financing in part with funds from the State appropriated to the Transportation Economic Development Fund, hereinafter referred to as "TED FUNDS," qualifies for funding pursuant to PA 231, Section 11(3)(c); Public Act of 1987, as amended, and is categorized as:

CATEGORY "C" FUNDED PROJECT

WHEREAS, the PROJECT has been approved for financing in part with funds from the State appropriated to the Transportation Economic Development Fund, hereinafter referred to as "TED FUNDS," qualifies for funding pursuant to PA 231, Section 11(2)(b); Public Act of 1987, as amended, and is categorized as:

CATEGORY "F" FUNDED PROJECT

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.
2. The term "PROJECT COST," as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering and inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to perform, at no cost to the PROJECT, such administration of the PROJECT covered by this contract as is necessary to assist the REQUESTING PARTY to qualify for funding. Such administration may include performing such review, legal, financing, any other PROJECT related activities as are necessary to assist the REQUESTING PARTY in meeting applicable State requirements.

The DEPARTMENT shall provide the REQUESTING PARTY with a notice to proceed with the award of the construction contract for the PROJECT.

The DEPARTMENT shall make a final acceptance inspection of the PROJECT as necessary to ensure the PROJECT meets State requirements. Failure to comply with State requirements may result in forfeiture of future distributions of the Michigan Transportation Fund as described in Section 6. No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

4. The REQUESTING PARTY, under the terms of this contract, shall advertise and award the PROJECT work in accordance with the following:

- A. The REQUESTING PARTY will, at no cost to the DEPARTMENT or the PROJECT, design, or cause to be designed, the PROJECT, and shall accept full responsibility for that design. Any review undertaken by the DEPARTMENT is for its own purposes and is not to nor does it relieve the REQUESTING PARTY of liability for any claims, causes of action or judgments arising out of the design of the PROJECT.
- B. The REQUESTING PARTY, hereby, certifies to the DEPARTMENT that the plans, specifications, and estimates for the PROJECT have been prepared in compliance with applicable State laws, local ordinances, and State and local standards and regulations.
- C. The REQUESTING PARTY, hereby, certifies to the DEPARTMENT that the contracting procedures to be followed by the REQUESTING PARTY in connection with the solicitation of the construction contract for the PROJECT shall be based on an open competitive bid process. It is understood that the proposal for the PROJECT shall be publicly advertised and the contract awarded on the basis of the lowest responsive and responsible bid in accordance with applicable State statutes, local ordinances, and State and local regulations.
 - (1) The REQUESTING PARTY shall not award the construction contract prior to receipt of a notice to proceed from the DEPARTMENT.
 - (2) Upon verification that contractor selection by the REQUESTING PARTY was made in accordance with the terms of this contract and upon receipt of the "Request for Payment" form from the REQUESTING PARTY, the DEPARTMENT will authorize payment to the REQUESTING PARTY for the eligible amount in accordance with Section 5.
- D. The REQUESTING PARTY will, at no cost to the PROJECT or the DEPARTMENT, comply with all applicable State statutes, local ordinances, and State and local regulations, including, but not limited to, those specifically relating to construction contract administration and obtain all permits and approvals with railway companies, utilities, concerned State, Federal, and local agencies, etc., and give appropriate notifications as may be necessary for the performance of work required for the PROJECT.

The REQUESTING PARTY agrees to comply with all applicable

requirements of Part 91, Soil Erosion and Sedimentation Control of the Natural Resources and Environmental Protection Act, 1994 PA 451 as amended by 1995 PA 60 and 1996 PA 173, MCL 324.9101 et. seq., for all PROJECT work performed under this contract, and the REQUESTING PARTY shall require its contractors and subcontractors to comply with the same.

- E. All work in connection with the PROJECT shall be performed in conformance with the DEPARTMENT'S current Standard Specifications for Construction, special provisions, and the supplemental specifications and plans pertaining to the PROJECT. All materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. Any changes in the scope of work for the PROJECT will require approval by the DEPARTMENT.
- F. The REQUESTING PARTY shall, at no cost to the PROJECT or to the DEPARTMENT, appoint a project engineer who shall administer the PROJECT and ensure that the plans and specifications are followed, and shall perform or cause to be performed the construction engineering and inspection services necessary for the completion of the PROJECT.

Should the REQUESTING PARTY elect to use consultants for construction engineering and inspection, the REQUESTING PARTY shall provide a full-time project manager employed by the REQUESTING PARTY who shall ensure that the plans and specifications are followed.

- G. The REQUESTING PARTY shall require the contractor who is awarded the contract for the construction of the PROJECT to provide, as a minimum, insurance in the amounts specified in and in accordance with the DEPARTMENT'S current Standard Specifications for Construction, and to:
 - (1) Maintain bodily injury and property damage insurance for the duration of the PROJECT.
 - (2) Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other party with jurisdiction for the roadway being constructed as the PROJECT, and their employees, for the duration of the PROJECT and to provide copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume either ownership of any portion of the PROJECT or jurisdiction of any

REQUESTING PARTY highway as a result of being named as an insured on the owner's protective liability insurance policy.

- (3) Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current Standard Specifications for Construction and to provide copies of notices and reports prepared to those insured.

5. The PROJECT COST shall be met in part by contributions by TED FUNDS. TED FUNDS Category A (or C) shall be applied to the eligible items of the PROJECT COST up to an amount not to exceed the lesser of: (1) ___ percent of the approved and responsible low bid amount, or (2) \$_____. The balance, if any, of the PROJECT COST, after deduction of TED FUNDS, is the sole responsibility of the REQUESTING PARTY.

The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of PROJECT work.

Based upon the final cost of the PROJECT, the final costs included in the grant, and/or a request by the REQUESTING PARTY, a payment adjustment may be initiated and/or authorized by the DEPARTMENT for eligible items of the PROJECT COST such that the total amount of TED FUNDS does not exceed \$_____. The grant includes those activities of preliminary engineering, right-of-way acquisition, construction, and construction engineering related to the grant. The REQUESTING PARTY shall certify all actual costs incurred for work performed under this contract that are eligible for payment with TED FUNDS and will be required to repay any TED FUNDS it received in excess of the total of such costs.

5. The PROJECT COST shall be met in part by contributions by TED FUNDS. TED FUNDS Category F shall be applied to the eligible items of the PROJECT COST up to an amount not to exceed the lesser of: (1) ___ percent of the approved and responsible low bid amount, or (2) \$_____, the grant amount. The balance, if any, of the PROJECT COST, after deduction of TED FUNDS, is the sole responsibility of the REQUESTING PARTY.

The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of PROJECT work.

Based upon the final cost of the PROJECT and/or a request by the REQUESTING PARTY, a payment adjustment may be initiated and/or authorized by the DEPARTMENT for eligible items of the PROJECT COST such that the total amount of TED FUNDS does not exceed the grant amount. The REQUESTING PARTY shall certify all actual costs incurred for work performed under this contract that are eligible for payment with TED FUNDS and will be required to repay any TED FUNDS it received in excess of ___ percent of the total of such costs.

6. The REQUESTING PARTY shall establish and maintain adequate records and accounts relative to the cost of the PROJECT. Said records shall be retained for a period of three

(3) years after completion of construction of the PROJECT and shall be available for audit by the DEPARTMENT. In the event of a dispute with regard to allowable expenses or any other issue under this contract, the REQUESTING PARTY shall continue to maintain the records at least until that dispute has been finally decided and the time after all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the records at any reasonable time after giving reasonable notice.

The REQUESTING PARTY, within six (6) months of completion of the PROJECT and payment of all items of PROJECT COST related thereto, shall make a final reporting of construction costs to the DEPARTMENT and certify that the PROJECT has been constructed in accordance with the PROJECT plans, specifications, and construction contract.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or

thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, P.L. 998-502 and applicable State laws and regulations relative to audit requirements.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

7. At such time as traffic volumes or safety requirements warrant, the REQUESTING PARTY will cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The REQUESTING PARTY certifies that a) it is a person under 1995 PA 71 and is not aware of and has no reason to believe that the property is a facility as defined in MSA 13A.20101(1)(l); b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); MSA 13A.20126(3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, State and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Department of Environmental Quality, it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the

REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

9. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either State or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT. If the REQUESTING PARTY refuses to participate in the cost of remediation, the amount of TED FUNDS the REQUESTING PARTY received from Grant _____ shall be forfeited back to the DEPARTMENT.

10. If State funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

11. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the State.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT does not relieve the REQUESTING PARTY and the local agencies, as applicable, of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402, MSA 3.996(102).

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT is performing a governmental function, as that term is defined in MCL 691.1401; MSA 3.996(101), which is incidental to the completion of the PROJECT.

12. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402; MSA 3.996(102). Exclusive jurisdiction of such highway for the purposes of MCL 691.1402; MSA 3.996(102) rest with the REQUESTING PARTY and other local agencies having respective jurisdiction.

13. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

14. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

15. In addition to any protection afforded by a policy of insurance, the REQUESTING PARTY agrees to indemnify and save harmless the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and all officers, agents, and employees thereof:

- A. From any an all claims by persons, firms, or corporations for labor, materials, supplies or services provided to the REQUESTING PARTY in connection with the contract which the REQUESTING PARTY shall perform under the terms of this contract; and
- B. From any and all claims for injuries to, or death of, any and all persons, for loss of or damage to property, environmental damage, degradation, response and cleanup costs, and attorney fees or other related costs, arising out of, under, or by reason of the Agreement, including the design of the PROJECT, except claims resulting from the sole negligence or willful acts or omissions of said indemnitee, its agents or employees.

The DEPARTMENT shall not be subject to any obligations or liabilities by contractors of the REQUESTING PARTY or their subcontractors or any other person not a party to this contract without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

It is expressly understood and agreed that the REQUESTING PARTY shall take no action or conduct which arises either directly or indirectly out of its obligations, responsibilities, and duties under this contract, which results in claims being asserted against or judgments being imposed against the State of Michigan, the DEPARTMENT, and/or the Michigan State Transportation Commission.

In the event that the same occurs, for the purpose of this contract, it will be considered as a breach of this contract thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan State Transportation Commission a right to seek and obtain any necessary relief or remedy, including but not by way of limitation, a judgment for money damages.

16. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964 being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.

17. The REQUESTING PARTY and other local agencies, as applicable parties, understand and agree that the highway(s) or street(s) being improved under the terms of this agreement and funded with Transportation Economic Development Funds, shall not be subject to any restriction by local authorities in using certain commercial vehicles on such highway(s) or street(s). Such restrictions are in conflict with the basic concept of the Transportation Economic Development Program and Funding. The REQUESTING PARTY, by signing this agreement, agrees to obtain concurrence from other local governmental agencies within whose jurisdiction or control the highway(s) or street(s) are being improved.

18. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolution approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract; and with approval by the State Administrative Board.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

BOARD OF COUNTY ROAD
COMMISSIONERS OF THE
COUNTY OF

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:

CITY OF

By _____
Title:

By _____
Title:

Date

EXHIBIT I

CONTROL SECTION
JOB NUMBER

ESTIMATED COST

Estimated PROJECT COST

Contracted Work \$

ESTIMATED COST PARTICIPATION

GRAND TOTAL ESTIMATED COST \$
Less TED FUNDS* \$
BALANCE (REQUESTING PARTY'S SHARE) \$

NO DEPOSIT

*TED FUNDS are limited to an amount as described in Section 5.



DEPARTMENTAL SUBMISSION

DEPARTMENT: Office of the Chief Financial Officer -
Development & Grants

FILE NUMBER: Office of the Chief Financial Officer -
Development & Grants-0015

*** RE:**

Submitting reso. Autho. to Accept and Appropriate the Transportation Economic Development Fund – Category A Grant for Mt. Elliot Street.

*** SUMMARY:**

The Michigan Department of Transportation has awarded the City of Detroit Department of Public Works with the Transportation Economic Development Fund – Category A Grant for a total of \$2,424,208.00. The State share is \$2,424,208.00 of the approved amount, and there is a required cash match of \$1,536,442.00. The City of Detroit Economic Development Corporation will provide \$850,000.00 to pay for a portion of the required match. The Department of Public Works will be responsible for paying the remaining \$686,442.00 portion of the required match. The total project cost is \$3,960,650.00.

*** RECOMMENDATION:**

Submitting reso. Autho. to Accept and Appropriate the Transportation Economic Development Fund – Category A Grant for Mt. Elliot Street.

The Michigan Department of Transportation has awarded the City of Detroit Department of Public Works with the Transportation Economic Development Fund – Category A Grant for a total of \$2,424,208.00. The State share is \$2,424,208.00 of the approved amount, and there is a required cash match of \$1,536,442.00. The City of Detroit Economic Development Corporation will provide \$850,000.00 to pay for a portion of the required match. The Department of Public Works will be responsible for paying the remaining \$686,442.00 portion of the required match. The total project cost is \$3,960,650.00.

*** DEPARTMENTAL CONTACT:**

Name: Jalesa Beck
Position: Administrative Assistant

***=REQUIRED**



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



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

January 15, 2020

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

RE: Authorization to submit a grant application to the U.S. Department of Justice for the FY 2020 Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant Program

The Detroit Police Department is hereby requesting authorization from Detroit City Council to submit a grant application to the U.S. Department of Justice for the FY 2020 Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant Program. The amount being sought is \$1,000,000.00. There is no match requirement. The total project cost is \$1,000,000.00.

The FY 2020 Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant Program will enable the department to:

- Expand pro-arrest efforts for domestic violence and sexual assault
- Increase Personal Protection Order Advocates and other victim services

We respectfully request your approval to submit the grant application by adopting the attached resolution.

Sincerely,

DocuSigned by:

A38E48C2052F48E

Ryan Friedrichs
Director, Office of Development and Grants

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

CITY CLERK 2020 JAN 24 PM 4:44



Office of Development and Grants

RESOLUTION

Council Member _____

WHEREAS, the Detroit Police Department has requested authorization from City Council to submit a grant application to the U.S. Department of Justice, for the FY 2020 Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant Program, in the amount of \$1,000,000.00, to expand pro-arrest efforts for domestic violence and sexual assault; now

THEREFORE BE IT RESOLVED, the Detroit Police Department is hereby authorized to submit a grant application to the U.S. Department of Justice for the 2020 Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant.



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

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

Grant Application Request Form (GARF)

In order to secure the Office of Development and Grants (ODG) approval required under Section 18-4-2 of the Detroit City Charter, this form is to be filled out by City Departments as soon as possible upon learning of an opportunity that the Department would like to pursue. This form must be signed and submitted not later than 20 business days prior to the application deadline.

Please submit this form to the following ODG staff: Sajjiah Parker, Assistant Director, parkersa@detroitmi.gov and Greg Andrews, Program Analyst IV, andrewsgr@detroitmi.gov

City Department	Detroit Police Department
Date	1/8/2020
Department Contact Name	Captain Stacey Cavin
Department Contact Phone	313-596-2958
Department Contact Email	cavins123@detroitmi.gov
Grant Opportunity Title	FY 2020 Improving Criminal Justice Responses to Domestic Violence & Sexual Assault
Grant Opportunity Funding Agency	Office of Violence Against Women
Web Link to Opportunity Information	https://www.justice.gov/ovw/grant-programs
Award Amount (that Department will apply for)	\$1,000,000
Application Due Date	1/27/2020
Anticipated Proposed Budget Amount	\$1,000,000
City Match Contribution Amount	0
Source of City Match (include Appropriation Number, Cost Center, and Object Code)	N/A
List of programs/services/activities to be funded and the Budget for each <i>Sample:</i> - ABC Afterschool program: \$150,000 - XYZ Youth leadership program: \$100,000 - Salary/Benefits: \$95,000 - Supplies: \$5,000	The grant will fund overtime for DPD's arrest team, PPO Advocates, and services provided by a Victim Services provider TBD.
Brief Statement of Priorities/Purpose for the Application <i>Sample: To support expansion of promising youth development programs in MNO neighborhood.</i>	Expand DPD's pro-arrest efforts for DV and Sexual Assault. Increase PPO Advocate and other victim services.
Key Performance Indicators to be Used to Measure the Programs/Services/Activities <i>Sample:</i> # of kids newly enrolled in ABC and XYZ % of kids from ABC who demonstrate improved educational performance	Number of PPO and other advocacy actions Number of arrests for DV and SA Number and types of services provided to victims

Todd Bettison
Director's Name (Please Print)

T. J. Bell
Director's Signature

1-14-2020
Date



DEPARTMENTAL SUBMISSION

DEPARTMENT: Office of the Chief Financial Officer -
Development & Grants

FILE NUMBER: Office of the Chief Financial Officer -
Development & Grants-0016

*** RE:**

Submitting reso. autho. To submit a grant application to the U.S. Department of Justice for the FY 2020 Improving Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant Program.

*** SUMMARY:**

The Detroit Police Department is hereby requesting authorization from Detroit City Council to submit a grant application to the U.S. Department of Justice for the FY 2020 Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant Program. The amount being sought is \$1,000,000.00. There is no match requirement. The total project cost is \$1,000,000.00.

*** RECOMMENDATION:**

Submitting reso. autho. To submit a grant application to the U.S. Department of Justice for the FY 2020 Improving Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant Program.

The Detroit Police Department is hereby requesting authorization from Detroit City Council to submit a grant application to the U.S. Department of Justice for the FY 2020 Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant Program. The amount being sought is \$1,000,000.00. There is no match requirement. The total project cost is \$1,000,000.00.

*** DEPARTMENTAL CONTACT:**

Name: Jalesa Beck
Position: Administrative Assistant II

***=REQUIRED**



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

58

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

January 8, 2020

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

**RE: The Detroit Public Safety Foundation request to accept a grant to support
The Brotherhood/Sisterhood Program**

The Detroit Lions Charities has awarded the Detroit Public Safety Foundation with a grant for a total of \$55,000.00. There is no match requirement for this grant.

The objective of the grant is to support the Brotherhood/Sisterhood Program. The funding allotted to the department will be utilized to provide college tours, college readiness programs, wraparound services, and scholarships to six recipients valued at \$5,000.00 each.

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

Sincerely,
DocuSigned by:

A38B46C2052F4BB...

Ryan Friedrichs
Director, Office of Development and Grants
CC:
Katerli Bounds, Deputy Director, Grants
Sajjiah Parker, Assistant Director, Grants



Office of Development and Grants

RESOLUTION

Council Member _____

WHEREAS, the Detroit Public Safety Foundation has been awarded a grant from the Detroit Lions Charities, in the amount of \$55,000.00, to support The Brotherhood/Sisterhood Program; now

THEREFORE, BE IT RESOLVED that the Detroit Public Safety Foundation is hereby authorized to accept a grant, in the amount of \$55,000.00, from the Detroit Lions Charities.



January 6, 2020

Patti Kukula
Detroit Public Safety Foundation
1301 Third St. Suite 547
Detroit, MI 48226

Dear Patti Kukula,

Detroit Lions Charities is pleased to approve a grant in the amount of \$55,000 to The Brotherhood/Sisterhood Program for the period January 15, 2020 through January 14, 2021. This grant must be expended exclusively for charitable purposes, and is to provide funding (\$30,000) for six (6) \$5,000 scholarships and \$25,000 to provide scholarship recipients with college tours, college readiness programs and additional wraparound services.

Grant Payments

The grant will be paid in a lump sum upon our receipt of this grant letter signed by an authorized Detroit Public Safety Foundation officer.

Payments (past or future) are conditioned upon Detroit Lions Charities' receipt and approval of all reports due prior to the payment date. (See "Account and Reporting Requirements" below.)

Detroit Lions Charities has the right to discontinue, modify or withhold any grant payments, to require a refund of any unexpended funds, or both, if, in its sole and absolute discretion, any of the following occur:

- Grant funds have been used for purposes other than those permitted by this letter;
- Such action is needed to comply with the requirements of any law or regulation;
- Your organization has failed to maintain its public charity status; or
- Your organization's performance under this grant (including reporting requirements) has not been satisfactory in the sole discretion of Detroit Lions Charities.

Further, your organization must repay to the Detroit Lions Charities any portion of the grant that is not used for the purposes permitted under this letter.

Use of this Grant

Under the laws of the United States, the grant funds may only be expended for charitable and other exempt purposes within the meaning of sections 170(c)(2)(B) and 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code"). The grant is to be used solely in support of the charitable purposes stated above as detailed in your grant proposal and this letter, this letter shall control.

The grant funds may not be used by your organization to carry on propaganda or otherwise attempt to influence legislation or to engage in political campaign activities. Further, your organization shall not, directly or indirectly, engage in, support or promote violence or terrorist activities.

Your organization confirms that the activities funded by this grant are under its complete control. Your organization also confirms that it has and will exercise control over the process of selecting any secondary grantee or consultant, that the decision made or that will be made on any such selection is completely independent of Detroit Lions Charities and, further, that there does not exist an agreement, written or oral, under which Detroit Lions Charities has caused or may cause the selection of a secondary grantee or consultant.

Account and Reporting Requirements

Your organization must maintain financial records and supporting documentation for expenditures and receipts related to this grant during, and for five years after, the grant period. Upon Detroit Lions Charities' request, your organization must also give Detroit Lions Charities reasonable access to its files, records, and personnel related to the grant during, and for five years after, the grant period.

Upon receipt of your signed agreement, payment will be made on the following date:

- January 15, 2020

Reports must be submitted to Detroit Lions Charities as follows:

- Mid-term report is due June 15, 2020
- Final report is due January 15, 2021

All reports must follow the template provided by Detroit Lions Charities.

In addition to reports required above, your organization must promptly notify Detroit Lions Charities of any change in its qualification as an organization exempt from federal income taxes under sections 501(c)(3) and 509(a)(1), (2), or (3) of the Internal Revenue Code.

Public Communications

Detroit Lions Charities may publicize and include information on this grant in its periodic public reports. Your organization may make announcements of this grant upon return of this signed letter. Detroit Lions Charities requests that a copy of any public communication be sent to Detroit Lions Charities prior to its dissemination.

Acceptance

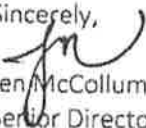
This letter contains the entire agreement between your organization and Detroit Lions Charities and there are no conditions or stipulations, oral or written, governing the use of grant funds other than those contained in this letter. By countersigning this letter, your organization confirms that there has been no change in its status as an organization exempt from federal income taxes under sections 501(c)(3) and 509(a)(1), (2) or (3) of the Internal Revenue Code.

By signing and returning a copy of this letter, your organization agrees to the grant terms and conditions. Further, the individual signing this letter on behalf of your organization represents to Detroit Lions Charities that he or she has the authority to sign this letter on your organization's behalf.

Please sign this letter in the space provided below and return one complete copy of the signed letter to Detroit Lions Charities. You may return an original signed letter, or a photocopy, facsimile or other electronic copy, which you agree will have the same effect for all purposes as an original.

We look forward to working with you during the grant period.

Sincerely,



Jen McCollum

Senior Director, Community Relations and Detroit Lions Charities

Our organization acknowledges that appropriate personnel have read and understand this letter, that its terms and conditions are acceptable, and that we will comply with those terms and conditions.

Name of Grantee Organization: Detroit Public Safety Foundation

Signature: Patti Kukula

Printed Name of Signer: Patti Kukula

Title: Executive Director Date: 1-7-2020



DEPARTMENTAL SUBMISSION

DEPARTMENT: Office of the Chief Financial Officer -
Development & Grants

FILE NUMBER: Office of the Chief Financial Officer -
Development & Grants-0017

*** RE:**

Submitting reso. auth. to accept a grant from The Detroit Lions Charities to support The Brotherhood/Sisterhood Program

*** SUMMARY:**

The Detroit Lions Charities has awarded the Detroit Public Safety Foundation with a grant for a total of \$55,000. There is no match requirement for this grant.

*** RECOMMENDATION:**

Submitting reso. auth. to accept a grant from The Detroit Lions Charities to support The Brotherhood/Sisterhood Program

The Detroit Lions Charities has awarded the Detroit Public Safety Foundation with a grant for a total of \$55,000. There is no match requirement for this grant.

*** DEPARTMENTAL CONTACT:**

Name: Jalesa Beck
Position: Administrative Assistant II

*=REQUIRED



MEMORANDUM

TO: Denise Fair, Chief Public Health Officer
City of Detroit

Mark Krumpf, Director
Detroit Animal Care and Control

Lori Sowle, Deputy Director
Detroit Animal Care and Control

CC: Honorable Colleagues
Janice Winfrey, City Clerk
Stephanie Washington, Legislative Liaison

FROM: Council President Brenda Jones *BJ*

DATE: January 24, 2020

RE: Xavier Strickland Outreach and Enforcement Plan

Please provide a response to the following concerns within seven (7) days.

The major changes to the Xavier Strickland Ordinance creates new Nuisance and Potential Dangerous classifications to enact penalties on owners with animals that show aggressive behavior prior to biting. Additionally, the proposed changes also creates a "Reckless Dog Owner" provision that gives the City of Detroit the ability to prevent certain dog owners from holding dog licenses.

Please provide the following related to the enforcement of the proposed changes:

1. Number of officers needed to enforce the changes.
 - a. Cost of officers.
2. Number of investigators needed to enforce the changes.
 - a. Cost of investigators.
3. Number of Call Center employees needed to enforce the changes.
 - a. Cost of Call Center employees.
4. The Health Department's and the General Services Department's intent to fully fund the enforcement needs during the proposed FY2020 – 2021 Budget.

City of Detroit

CITY COUNCIL

COUNCIL PRESIDENT BRENDA JONES

The proposed changes to the Xavier Strickland Ordinance also requires that the administering departments conduct one outreach meeting in each of the seven (7) districts from February 1st until April 1st of each year.

1. What is the collaborative plan for the outreach?
2. Number of staff needed to enforce outreach provisions.
 - a. Cost of staffing to support outreach.
 - b. The departments' current ability to conduct outreach.
 - c. Feasibility of the departments' ability to conduct the seven (7) outreaches within three (3) months.