New Business Agrida 2-4-20 Referrals

PUBLIC HEALTH AND SAFETY STANDING COMMITTEE

COLEMAN A. YOUNG MUNICIPAL CENTER 2 WOODWARD AVE., FOURTH FLOOR DETROIT, MICHIGAN 48226 (313) 224-0484 • TTY:711 WWW.DETROITMI.GOV

Date: January 30, 2020

HONORABLE CITY COUNCIL

RE: RECOMMENDATION FOR DEFERRAL

ADDRESS: 3518 Van Dyke

NAME: Detroit Neighborhoods LLC Demolition Ordered: November 17, 2017



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

A special inspection conducted on January 28, 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 <u>deferred</u> for a period of six months subject to the following conditions:

- 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 <u>forty-five</u> (45) <u>calendar days</u> 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 <u>forty-five</u> (45) <u>calendar days</u>, 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: Detroit Neighborhoods LLC, 500 Woodward-STE 3500, Detroit, MI 48226 Detroit Neighborhoods LLC, 8655 Jefferson AVE-#7, Detroit, MI 48214

COLEMAN A. YOUNG MUNICIPAL CENTER 2 WOODWARD AVE., FOURTH FLOOR DETROIT, MICHIGAN 48226 (313) 224-0484 • TTY:711 WWW.DETROITMI.GOV

Date: January 30, 2020

HONORABLE CITY COUNCIL

RECOMMENDATION FOR DEFERRAL

ADDRESS: 3487 Fischer

NAME: North of Kercheval LLC Demolition Ordered: October 31, 2016

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

A special inspection conducted on January 28, 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 <u>deferred</u> for a period of six months subject to the following conditions:

- 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 <u>forty-five</u> (45) <u>calendar days</u> 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 <u>forty-five</u> (45) <u>calendar days</u>, for the duration of the rehabilitation work, to demonstrate that substantial progress has been made during the approved time frame for rehabilitation.
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- 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: North of Kercheval LLC, 16 Village Lane, Grosse Pointe, MI 48230 North of Kercheval LLC, 8655 Jefferson-#7, Detroit, Mi 48214

COLEMAN A. YOUNG MUNICIPAL CENTER 2 WOODWARD AVE., FOURTH FLOOR DETROIT, MICHIGAN 48226 (313) 224-0484 • TTY:711 WWW.DETROITMI.GOV

Date: January 30, 2020

RE:

HONORABLE CITY COUNCIL

RECOMMENDATION FOR DEFERRAL

ADDRESS: 15517 Littlefield NAME: LaDeanna Guy

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 28, 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 <u>deferred</u> for a period of six months subject to the following conditions:

- A permit for rehabilitation work shall be applied for within <u>ten</u> (10) <u>business days</u> from the date of the City Council decision.
- 2. BSEED will schedule a Progress Inspection within <u>forty-five</u> (45) <u>calendar days</u> 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 <u>forty-five</u> (45) <u>calendar days</u>, 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
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 - Certificate of Compliance, required for <u>all</u> 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.

respectative submitted.

David Bell Director

DB:bkd

cc: LaDeanna Guy, 16535 Lesure, Detroit, MI 48235

LaDeanna Guy, P.O. Box 35302, Detroit, MI 48235





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 10, 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 FY 2020 MoGo Bikeshare Expansion Grant

The Federal Transit Administration has awarded the City of Detroit Department of Transportation with the FY 2020 MoGo Bikeshare Expansion Grant for a total of \$495,380.00. The Federal share is \$495,380.00 of the approved amount, and there is a required cash match of \$212,306.00. The match will be provided by MoGo and there is no required City of Detroit match. The total project cost is \$707,686.00.

The objective of the grant is to increase inter-municipality transit options through the bikeshare program. The funding allotted to the department will be utilized to purchase and install bike share stations. This is a reimbursement grant.

If approval is granted to accept and appropriate this funding, the appropriation number is 20762.

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

Sincerely,
Occusioned by:
Pyran Friendrichs

- A38B48C2052F48B

Ryan Friedrichs
Director, Office of Development and Grants
CC:

Katerli Bounds, Deputy Director, Grants Sajjiah Parker, Assistant Director, Grants Docusigned by:

Tina Tolliver

1E 1A2A8BD6C84B3

Office of Budget

Agreement Approved as to Form

By the Law Department

Office of Development and Grants

Council Member



RESOLUTION

WHEREAS	the Detroit	Department of	Transportation	is requesting	authorization to	o accept a	grant

increase inter-municipality transit options through the bikeshare program; and

of reimbursement from the Federal Transit Administration, in the amount of \$495,380.00, to

WHEREAS, the local match of \$212,306.00 will be provided by MoGo, and there is no required City of Detroit match, and the total project cost is \$707,686.00; 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 20762, in the amount of \$707,686.00, for the FY 2020 MoGo Bikeshare Expansion Grant.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: Detroit, City Of

Recipient ID: 2107

DUNS No: 021100409

Award Information

Federal Award Identification Number: MI-2020-002-00

Award Name: MoGo Bikeshare Expansion

Award Start Date: 12/4/2019

Award End Date: 3/30/2022

Award Executive Summary: This award includes FY 2018 Section 5307 flex (FHWA TAP) funds in the amount of \$495,380 and a local match of \$212,306, for a total award of \$707,686. The local match will be provided by MoGo, Detroit's non-profit public bike share service. The local match of \$212,306 will be provided by MoGo and will be a combination of philanthropy funding from the Kresge Foundation, the Ralph C. Wilson Jr. Foundation and the Huntington Woods Men's Club, and funding provided by local governments in the project area. This is a 30% match rather than the required 20%, since a 30% match was included in the application for TAP funding.

Funding will be used to purchase and install bike share stations to implement an expansion of the MoGo bike share system. The expansion will be carried out in six municipalities including Detroit, Ferndale, Berkley, Royal Oak, Huntington Woods, and Oak Park, linking the City of Detroit and its neighboring suburbs via bike share.

List of Attachments:
FHWA Flex Letter
TAP Funding Award
Approved S/TIP
Matching Funds Commitment
SHPO Section 106 Concurrence

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

<u>Suballocation Funds:</u> Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

<u>Pre-Award Authority:</u> This award is using Pre-Award Authority.

Award Budget

Total Award Budget: \$707,686.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S.

Dollars): \$495,380.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S.

Dollars): \$212,306.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$495,380.00

Total Non-Federal Funds Committed to the Overall Award (in U.S.

Dollars): \$212,306.00

Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or

as attached)

Funding Source	Section of Statute	CFDA Number	Amount
FHWA Transfer to 5307 Urbanized Area Formula Grants	5307-3	20507	\$495,380
Local			\$212,306
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$707,686

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Review Decision: DOL Concurs - Certified Original Certification Date: 11/26/2019

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:
Kelley Brookins
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION

Contact Info: kelley.brookins@dot.gov

Award Date: 12/4/2019

Executed By: Elias Fischer Program Analyst III - Grants Administrator Detroit, City Of 12/5/2019

INTERLOCAL MEMORANDUM OF UNDERSTANDING FOR THE SOUTHEAST MICHIGAN REGIONAL BIKE SHARING PROGRAM

This Interlocal Memorandum of Understanding ("MOU") is entered into by and between the City of Detroit ("DETROIT"), the City of Ferndale ("FERNDALE"), the City of Berkley ("BERKLEY"), the City of Huntington Woods ("HUNTINGTON WOODS"), the City of Oak Park ("OAK PARK"), and the City of Royal Oak ("ROYAL OAK"), each of which is a Michigan municipal corporation. DETROIT, FERNDALE, BERKLEY, HUNTINGTON WOODS, OAK PARK, AND ROYAL OAK may be referred to herein individually as a "Local Community" or collectively as the "Local Communities" as may be applicable.

Whereas, in 2014 and 2015 DETROIT secured certain grant funding from the Federal Transit Administration ("FTA") to support the development and deployment of a bicycle sharing program ("Program"); and

Whereas, DETROIT has entered into a Memorandum of Agreement ("MOA") for the Program, effective as of September 1, 2016 subject to all necessary City approvals, with DDP Bike Share Corporation, a Michigan nonprofit corporation ("DDP Bike Share"), under which DETROIT assumed responsibility for administration of the FTA grant funding and DDP Bike Share assumed responsibility for the implementation and operation of the Program; and

Whereas, the Program, commonly known as "MoGo," has demonstrated significant early success; since publicly launching in May 2017 it has grown to include 430 bicycles distributed among 43 docking station facilities in 10 Detroit neighborhoods and logged more than 237,000 rides in its first 16 months through September 2018; and

Whereas, the Local Communities desire to expand the Program in each of their respective jurisdictions to improve access to non-motorized last-mile transportation options, to mitigate the environmental impacts of transportation alternatives, and to facilitate transportation linkages between the Local Communities, among other purposes in furtherance of the public health, safety, and welfare; and

Whereas, FERNDALE, on behalf of the Local Communities, applied to the Southeast Michigan Council of Governments ("SEMCOG") for a grant from its apportionment of FY 2019 Transportation Alternatives Program ("TAP") funding; and

Whereas, SEMCOG has awarded a TAP grant (#2018032) ("Grant") to the Local Communities in the amount of Four Hundred and Ninety-Five Thousand, Three Hundred and Eighty and 00/100 Dollars (\$495,380.00) ("Grant Funds"), subject to a 70/30 local match requirement in the amount of Two Hundred and Twelve Thousand, Three Hundred and Six and 00/100 Dollars (\$212,306.00) ("Match Funds") for the purpose of expanding the Program in the Local Communities; and

Whereas, expansion of the Program in the Local Communities will include the procurement and deployment of approximately 30 new "Facilities," as such term is defined in the MOA, and 150

additional bicycles in the Local Communities, and operation of such Facilities and bicycles as part of the Program; and

Whereas, the Grant is to be administered on behalf of the Local Communities by DETROIT through its Department of Transportation and is to be utilized to enable DDP Bike Share to expand the Program throughout the Local Communities under the terms and conditions set forth in the MOA, as amended, a copy of which is attached for reference purposes only in Exhibit A; and

Whereas, the Local Communities desire to enter into this MOU in order to coordinate their respective activities in furtherance of expansion of the Program.

NOW THEREFORE, DETROIT, FERNDALE, BERKLEY, HUNTINGTON WOODS, OAK PARK, AND ROYAL OAK acknowledge the following mutual understanding:

Section 1: Purpose of This MOU. The purpose of this MOU is to assist the Local Communities in coordinating their respective activities as part of the Project by providing a written memorandum of their understandings, expectations, and intentions, state in good faith and with as much accuracy as possible. This MOU in itself neither requires nor authorizes the disposition or acceptance of any property, or the expenditure or receipt of any funds, by any of the Local Communities. The Local Communities acknowledge that this MOU does not constitute an "interlocal agreement" as established by Article VII, Section 28 of the Michigan Constitution of 1963 and the Urban Cooperation Act of 1967, P.A. 7 of 1967, being M.C.L. 124.501 et seq. as amended, and thus is not subject to the requirements or other standards set forth therein.

Section 2: Grant Administration. The Local Communities acknowledge that the Grant will be administered by DETROIT, through its Department of Transportation, on behalf of all of the Local Communities in accordance with applicable terms set forth in the Grant and the MOA. The Local Communities understand that DETROIT has accrued substantial experience in the administration of grant funding to support the Program and that such experience will enable DETROIT to administer the Grant efficiently and effectively to their mutual advantage. The Local Communities will make all reasonable efforts to support DETROIT's administration of the Grant, including but not limited to collecting and sharing any materials, documents, data, and other information that DETROIT may need for purposes of Grant administration and compliance, as well as refraining from any activities that could foreseeably violate any terms of the Grant or other Applicable Laws, as defined herein, or that could hinder DETROIT's ability to administer the Grant in an efficient and effective manner. DETROIT will administer the Grant at its own expense and will not impose upon any of the Local Communities any fee or other obligation for its administration of the Grant.

Section 3: Program Implementation. The Local Communities acknowledge that the Program, including the portion thereof supported by the Grant, will be implemented and operated by DDP Bike Share, with support by DETROIT, as set forth in the MOA. As stated in greater detail in the MOA, DDP Bike Share's activities may include, but are not necessarily limited to:

- (a) engagement of one or more vendors for equipment and for operations and maintenance services,
- (b) preparation of a marketing and outreach plan for the Program,

- (c) demonstration of compliance with all Applicable Laws,
- (d) identification and accounting of additional sources of funds that may be necessary to satisfy capital and operating costs of the Program, as well as any matching fund requirements,
- (e) advance preliminary review of proposed locations for installation of the Facilities,
- (f) identification and mapping of the locations of all Facilities,
- (g) identification and receipt of all permits and other approvals necessary for installing the Facilities,
- (h) reporting activities in accordance with all FTA and DETROIT requirements, or as requested by DETROIT, and
- (i) meeting with the Local Communities twice yearly or as necessary to discuss the Program, including program metrics and any addition or relocation of the Facilities.

The Local Communities further acknowledge that all Facilities and bicycles for the Program will be procured by DETROIT in accordance with FTA guidelines and other Applicable Laws, and that DETROIT will own and maintain continuing control over all Facilities, subject to any secured interest that the FTA and any other grantor may have, that DDP Bike Share will own all bicycles associated with Facilities located in Detroit, and that each of Local Communities will own all bicycles associated with the Facilities located in its boundaries, including 58 bicycles in Detroit, 29 bicycles in Ferndale, 6 bicycles in Berkley, 3 bicycles in Huntington Woods, 23 bicycles in Oak Park, and 22 bicycles in Royal Oak, all as set forth in the MOA.

The Local Communities will make reasonable efforts to facilitate the activities of DDP Bike Share and DETROIT to implement and operate the Program, and will refrain from any actions that could foreseeably hinder DDP Bike Share's or DETROIT's ability to implement and operate the Program in an efficient and effective manner. DETROIT, acting through its contractual relationship with DDP Bike Share established in the MOA, will encourage DDP Bike Share to establish and maintain open lines of communication and strong working relationships with each of the Local Communities in order to help ensure the success of its implementation and operation of the Program in each of the Local Communities.

Section 4: Approvals. The Local Communities understand that the Facilities may be located in easements, streets, sidewalks, and other rights of way within their respective jurisdictions and control. As set forth in the MOA, it is the responsibility of DDP Bike Share to apply for and secure all necessary permits for the installation and operation of the Facilities in such locations. To facilitate implementation and operation of the Program, each Local Community will identify for DDP Bike Share all permits and other approvals that may be necessary for installation of the Facilities at such locations within its jurisdiction and will accept and diligently process applications by DDP Bike Share for such approvals in accordance with its existing review and approval procedures. If a Local Community is not able to issue approvals for the installation of a Facility at any specific location, it will consult with DDP Bike Share to identify an alternative location that is acceptable to DDP Bike Share and that can be approved by the Local Community.

The Local Communities acknowledge that the Program is financially supported in part by revenue generated by the display of various advertising materials on the Facilities, and that such advertising is subject to guidelines that have been or may be promulgated by Detroit, in its capacity as the owner of the Facilities, and understand that the Program will continue to display advertising

materials on the Facilities. Detroit will make reasonable efforts to consult with the Local Communities in advance of any revision to it guidelines and will notify the Local Communities upon adoption of any such revisions. Detroit acknowledges that advertising materials associated with the Facilities in any Local Community may be further subject to that Local Community's applicable signage and advertising regulations and will be sited, posted, and maintained in compliance with such applicable regulations. To the extent that such advertising materials may be subject to permitting or other governmental approvals by any of the Local Communities, such approvals will not be unreasonably withheld.

Section 5: Match Funds. Under the terms of the Grant, Match Funds in the total amount of \$212,306.00 must be provided. As set forth in the MOA, it is the responsibility of DDP Bike Share to identify and account for sources of funds that can be used to satisfy the Match Funds requirement, as well as other capital and operating cost needs. The Local Communities will support DDP Bike Share's efforts to identify such sources of funds. The Local Communities understand and acknowledge that they may be responsible for any remaining portion of the Match Funds for which DDP Bike Share is unable to identify. Under such circumstances, each of the Local Communities acknowledges its intention to contribute a percentage of the outstanding portion of the Match Funds that is approximately proportional to the number of Facilities supported by the Grant that are located within its legal boundaries. The anticipated contribution from each of the Local Communities is set forth in Exhibit B. Each Local Community will authorize and execute any such contribution by means to be agreed upon between it and DDP Bike Share and subject to its own budgeting and approval processes.

Section 6: Compliance with Laws. Each Local Community acknowledges that it is individually responsible for maintaining compliance in all respects with all applicable federal, state, and local laws, rules, regulations, and orders having the binding effect of law (collectively, "Applicable Laws"). No Local Community will be responsible for ensuring any other Local Community's compliance with Applicable Laws at any time, unless so required under Applicable Laws.

Section 7: Meetings. The Local Communities may meet amongst themselves at their mutual convenience, whether in person or via video conference, telephone, or other convenient means as necessary to review the status of the Program and to coordinate further activities as may be necessary in furtherance of the Project. The Local Communities may meet with DDP Bike Share twice yearly or as necessary to discuss the Program, including program metrics and any addition or relocation of the Facilities, as set forth in the MOA.

Section 8: Recordkeeping and Reporting. Each Party will maintain information pertinent to its activities under this MOU for at least four (4) years following the conclusion or earlier termination of this MOU, but in no case for less time than may be required to maintain compliance with Applicable Laws and the requirements of the Grant.

Section 9: Non-Discrimination. The Parties will, in performing its activities set forth herein, refrain from refusing, restricting, withholding, or denying any accommodations, services, privileges, advantages or facilities or otherwise discriminating, whether directly or indirectly, on the basis of race, color, ethnicity, national origin, religious beliefs or practices, age, disability, pregnancy, marital status, parental status, military status, employment or educational status,

gender, sex, sexual orientation, gender identity or expression, or any protected classification as may be identified in Applicable Laws

Section 10: Effective Date, Term, and Termination. This MOU will become effective as of the date upon which it has been duly signed and executed by an authorized representative of each of the Local Communities ("Effective Date"). The term of this MOU will be equal to the term of the MOA ("Term"). This MOU will remain in effect until the expiration of the Term or its earlier termination by the Parties. Any Local Community may withdraw from this MOU without cause upon 180 days' advance written notice to all other Local Communities, which must be provided in accordance with Section 12 of this MOU. Upon such withdrawal, DETROIT will notify the FTA and DDP Bike Share, which may take action to remove Facilities from the withdrawing Local Community, among other wind down activities, and this MOU may continue in effect as between the remaining Local Communities. This MOU will terminate upon the withdrawal of any five of the Local Communities. Upon the expiration or termination of this MOU, the DETROIT will notify the FTA and DDP Bike Share, which will relocate the Facilities as necessary and otherwise wind down the Program in the Local Communities accordingly. The Parties will perform all wind down activities in accordance with the terms of the Grant and any additional direction that the FTA may provide.

Section 11: Amendments. No amendment to this MOU will be effective unless it is in writing, expressly makes reference to this MOU, and is executed by a duly authorized representative of each of the Local Communities. All effective amendments to this MOU are hereby incorporated by reference into this MOU and are subject to all applicable general terms and conditions set forth herein.

Section 12: Notices. Notices, requests, notifications, and other communications (collectively, "Notices") related to this MOU by either Party will be given in writing, signed by an authorized representative of the Party, and hand delivered, mailed by first-class mail or by overnight courier, or emailed with receipt confirmation enabled, and addressed as follows:

If to DETROIT: If to BERKLEY:

Department: Detroit Dept of Transportation Organization: Berkley DDA

Address 1: 1301 W. Warren Ave. Address 1: 2838 Coolidge Hwy. #101 Address 2: Detroit, MI 48207 Address 2: Berkley, MI 48072

Attention: Angelica Jones Attention: Andrew Gilbert, Board Chair Email: Anglica Jones Email: Andrew Gilbert, Board Chair andy@berkleyeyewear.com

angjon(bactoniii, gov

If to FERNDALE:

Department: City of Ferndale, MI Department: City of Huntington Woods, MI Address 1: 300 E. 9 Mile Rd. Address 1: 26815 Scotia

If to HUNTINGTON WOODS:

Address 1: 300 E. 9 MHe Rd. Address 1: 26813 Scotta

Address 2: Ferndale, MI 48220 Address 2: Huntington Woods, MI 48070

Attention: Joseph Gacioch Attention: Amy Sullivan

Email: jgacioch@ferndalemi.gov Email: asullivan@hwmi.org

If to OAK PARK:

If to ROYAL OAK:

Department: City Manager Department: City of Royal Oak, MI

Address 1: 14000 Oak Park Blvd. Address 1: 211 S. Williams
Address 2: Oak Park, MI 48237 Address 2: Royal Oak, MI 48067

Attention: Erik Tungate Attention: James Krizan Email: etungate@oakparkmi.gove Email: KrizanJ@romi.gov

Any Local Community may update its contact information set forth in this section by providing notice to the other Local Communities containing its updated contact information. Such update will not constitute an amendment to this Agreement and will not be subject to the procedures of Section 11 herein.

Section 13: Miscellaneous Terms.

- A. Independent Parties. The Local Communities understand and acknowledge that each is independent of the other and do not intend, as a result of this MOU or otherwise, to become a joint venture, partners, employees, servants, agents, representatives, contractors, or any type of related business entities to one another with respect to the Project or any other activities under this MOU.
- B. Assignment. This MOU sets forth each Local Community's intended activities in furtherance of the purpose of this MOU and no Local Community may delegate or assign its intended activities under this MOU, or any portion of this MOU, either voluntarily or involuntarily, or by operation of law, without the prior written approval of all other Local Communities.
- C. No Third Party Beneficiaries. Nothing in this MOU is intended to create, and should not be interpreted as creating, any third party beneficiaries to this MOU. DDP Bike Share is neither a party to this MOU nor a third party beneficiary of this MOU. To the extent that this MOU may envision that certain activities will be undertaken by DDP Bike Share, all such activities are so undertaken under authority of the MOA, which is not incorporated into this MOU in any way whatsoever.
- D. Immunity. Nothing in this MOU is intended to cause and must not be construed as, a waiver of governmental immunity as provided by law by any of the Local Communities.
- E. Choice of Law and Venue. The Local Communities acknowledge that this MOU will be governed by the laws of the State of Michigan, excluding its choice of laws rules. Any legal suit, action or proceeding arising out of this MOU will be instituted in the federal courts of the United States of America or the courts of the State of Michigan, and each Local Community irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
- F. Merger. This MOU sets forth the entire understanding between the Local Communities as to their activities in the purpose of this MOU and all and all prior discussions, negotiations,

communications, and understandings, whether written or verbal, are hereby merged into this MOU.

- G. **Conflict.** In the event that any provision of this MOU is determined to be in conflict with the terms of the Grant or the MOA, then the Grant and the MOA, as applicable, will control.
- H. Severability. In the event that any provision in this MOU is found by a court to be impermissible or illegal, then that provision shall be stricken from the MOU and shall be replaced by a provision that is permissible and legal and by mutual agreement of the Parties comes closest to expressing the intent of the stricken provision. The remainder of the MOU shall remain in full force and effect in accordance with its original overall intent.
- I. Counterparts. This MOU may be executed in multiple counterparts, each of which shall be deemed to be an original, all of which together shall constitute but one document. Each counterpart may be executed by facsimile or electronic signature, which will be deemed to be an original signature, to the extent permitted by Applicable Laws.
- J. Effect. Notwithstanding anything in this MOU, in law, in equity, or otherwise to the contrary, this MOU shall be of no force or effect and may not in any way be enforced against any of the Local Communities unless and until it is incorporated by reference into a separate Agreement that has been fully executed by a duly authorized agent of each of the Local Communities and adopted in accordance with its own approval procedures. Any amendments or modifications of such Agreement shall likewise be fully executed by a duly authorized agent of each of the Local Communities and adopted in accordance with its own approval procedures.

[Signatures appear on next page]

CITY OF DETROIT, a Michigan municipal corporation	CITY OF HUNTINGTON WOODS, a Michigan municipal corporation
By:	By: / 5 ht 1/1/=
Name:	Name: Robert F Paul
Its:	Its:M ay 0:
Date:	Date:
CITY OF FERNDALE,	CITY OF OAK PARK,
a Michigan municipal corporation	a Michigan municipal corporation
Ву:	Ву:
Name:	Name:
Its:	Its:
Date:	Date:
CITY OF BERKLEY,	CITY OF ROYAL OAK,
a Michigan municipal corporation	a Michigan municipal corporation
Ву:	By:
Name:	Name:
Its:	Its:
D (Data

CITY OF DETROIT, a Michigan municipal corporation	a Michigan municipal corporation
By:	Ву:
Name:	Name:
Its:	T.
Date:	Date:
CITY OF FERNDALE,	CITY OF OAK PARK,
a Michigan phynicipal corporation	a Michigan municipal corporation
Ву:	By:
Name: Steg Pawlica	Name:
Its: Mayor Pro Tem	Its:
Date: 8/26/19	Date:
CITY OF BERKLEY, a Michigan municipal corporation	CITY OF ROYAL OAK, a Michigan municipal corporation
Ву:	
Name:	Name:
Its:	Its:
Date:	Date:

CITY OF DETROIT, a Michigan municipal corporation	CITY OF HUNTINGTON WOODS, a Michigan municipal corporation
By:	
Name:	
Its:	Its:
Date:	Date:
CITY OF FERNDALE,	CITY OF OAK PARK, a Michigan municipal corporation
a Michigan municipal corporation By:	71 \ \20 [[] 0 [] 0
Name:	1
Its:	
Date:	~
CITY OF BERKLEY,	CITY OF ROYAL OAK,
a Michigan municipal corporation	a Michigan municipal corporation
Ву:	By:
Name:	Name:
Its:	Its:
Date	Date:

a Michigan municipal corporation	
By:	CITY OF HUNTINGTON WOODS, a Michigan municipal corporation
Name:	By:
Its:	Name:
Date:	Its:
	Date:
CITY OF FERNDALE, a Michigan municipal corporation	
By:	CITY OF OAK PARK, a Michigan municipal corporation
Name:	By:
Its:	Name:
Date:	Its:
	Date:
BERKLEY DDA, a Michigan Downtown Development	
Authority /	CITY OF ROYAL OAK,
Ву:	a Michigan municipal corporation
Name: Andrew Gibert	By:
Its: Board Chair	Name:
Date: 07.23.19	Its:
	Date:

CITY OF DETROIT, a Michigan municipal corporation	CITY OF HUNTINGTON WOODS, a Michigan municipal corporation
Ву:	By:
Name:	Name:
Its:	Its:
Date:	Date:
CITY OF FERNDALE, a Michigan municipal corporation	CITY OF OAK PARK, a Michigan municipal corporation
By:	
Name:	
Its:	
Date:	
CITY OF BERKLEY,	CITY OF ROYAL OAK,
a Michigan municipal corporation	a Michigan municipal corporation
By:	
Name:	Name: Michael C. Folywer
Its:	Its: Mayar
Date:	Date: 8-12-19

Exhibit A: Memorandum of Agreement For Bicycle Share Program Between City of Detroit and DDP Bike Share Corporation

[Attached]

Exhibit B: Local Community Match Funds

Local Community	Anticipated Match Fund Contribution	
Ferndale	\$48,096.00	
Berkley	\$10,359.00	
Huntington Woods	\$5,180.00	
Oak Park	\$37,737.00	
Royal Oak	\$36,997.00	



DEPARTMENTAL SUBMISSION

DEPARTMENT: Office of the Chief Financial Officer -

Development & Grants

FILE NUMBER: Office of the Chief Financial Officer -

Development & Grants-0018

* RE:

Submitting reso. autho. to Accept and Appropriate the FY 2020 MoGo Bikeshare Expansion Grant

* SUMMARY:

The Federal Transit Administration has awarded the City of Detroit Department of Transportation with the FY 2020 MoGo Bikeshare Expansion Grant for a total of \$495,380.00. The Federal share is \$495,380.00 and there is a required cash match of \$212,306.00. The match will be provided by MoGo and there is no required City of Detroit match.

* RECOMMENDATION:

Submitting reso. autho. to Accept and Appropriate the FY 2020 MoGo Bikeshare Expansion Grant

The Federal Transit Administration has awarded the City of Detroit Department of Transportation with the FY 2020 MoGo Bikeshare Expansion Grant for a total of \$495,380.00. The Federal share is \$495,380.00 and there is a required cash match of \$212,306.00. The match will be provided by MoGo and there is no required City of Detroit match.

* DEPARTMENTAL CONTACT:

Name:

Jalesa Beck

Position:

Administrative Assistant II

*=REQUIRED





COLEMAN A. YOUNG MUNICIPAL CENTER 2 WOODWARD AVENUE, SUITE 611 DETROIT, MICHIGAN 48226 (313) 224-3901 • TTY:711 (313) 224-1464 WWW.DETROITMI.GOV

January 30, 2020

Honorable City Council:

Re: Contract # 6002061 – Installation of Asphalt Speed Humps

In response to the Council Member Roy McCalister's questions on the above referenced contract, the Department of Public Works provides the following:

1. Can you please provide the research associated with this contract? (Humps vs. Cushions-traffic calming measures – are they the subject of the study.

This contract is being utilized to increase the volume of speed cushions/humps that DPW can have installed in 2020. Last year, DPW budgeted \$2 million for speed cushions; to date, city crews have installed pre-fabricated speed cushions on over 430 residential blocks. In the current fiscal year, City Council approved a DPW budget that doubled the annual funding that will go towards installing speed cushions. This contract will be used to supplement pre-fabricated speed cushion installations being performed by city crews. Having two types of installations will provide DPW flexibility when determining which application is ideal for certain situations. By example only, if a street is being resurfaced, we will now have the flexibility of installing asphalt speed cushions as opposed to bolting a pre-fabricated unit into the newly paved road.

2. Is this a comparison study only within the City of Detroit or have you considered reaching out to comparable cities with similar traits utilizing the two products to share information or comparison?

DPW has spoken with other cities about their use of both products and we have deemed that both applications are appropriate for use in the city of Detroit.

3. What is the study timeline (Ex: one year or five)

There is no speed cushion study presently being conducted. In 2018, we launched a pilot program along residential streets in each of the seven (7) Council districts. Due to success and acceptance of the pilot, in 2019 we implemented our residential traffic calming program, with pre-fabricated speed cushions being installed on 430+ residential blocks throughout the city. We also had asphalt speed humps installed in conjunction with a road being resurfaced in District 1. Both products and processes have proven to be acceptable and effective methods of reducing speed through our neighborhoods.

4. What factors are involved in the study? Data such as traffic volume, complaints of speeders or other measures?

As stated in the response to question 3, there is no study being conducted. However traffic volume, complaints of speeding, proximity to schools and parks, etc. are taken into consideration when prioritizing which streets are selected.



5. What methods will be employed in the study to gather your data – actual wear and tear, or human observers at specific locations to watch the effects of traffic calming measures employed?

No study is being performed.

6. How will you determine who gets a cushion/hump? What is the status of the current citizen/community applications on file?

Each request for a speed cushion/hump is evaluated by our Traffic Engineering division. Many of the factors mentioned earlier, such as proximity to schools, parks, complaints of speeding, reports of speeding related accidents, and streets being used as cut-through, are taken into consideration when determining how streets are prioritized. To date, over 3,000 requests have been received. Obviously, this volume precludes our financial ability to honor every request each year. Streets that did not receive cushions in 2019 remain on file for future year's programs, assuming that minimal requirements such as being a residential street with a speed limit of less than 25mph, are met.

7. Will it be first come first serve or will a study be attached relative to locations of request?

The current traffic calming program is open to the public to submit requested locations. Streets are not selected on a first come / first serve basis. Instead each request is evaluated by our Traffic Engineering Division and prioritized based upon the criteria mentioned above, as well as input received from City Councilmembers and Neighborhood District Managers in their respective Council districts.

8. Will you incorporate data in the decision making process when deciding when to place the traffic calming measure? For example, volume of tickets issued or accidents reported in the area, call in complaints and other tangible data derived from the Detroit Police Department?

Yes, information received from DPD, suggesting that the installation of traffic calming devices on specific blocks will result in less accidents and specific concerns of speeding, can be incorporated into the decision making process for prioritizing road selections.

Please feel free to contact me if additional information or clarification is desired.

Respectfully submitted,

Ron Brundidge, Director

Department of Public Works

Cc: Stephanie Washington, Mayor's Office

Caitlin Marcon, DPW Oladayo Akinyemi, DPW

Richard Doherty, DPW - City Engineering





COLEMAN A. YOUNG MUNICIPAL CENTER 2 WOODWARD AVENUE, SUITE 611 DETROIT, MICHIGAN 48226 (313) 224-3901 • TTY:711 (313) 224-1464 WWW.DETROITMI.GOV

ETROIT CITY CLER

January 23, 2020

Honorable City Council Coleman A. Young Municipal Center 2 Woodward Avenue, Suite 1340 Detroit, Michigan 48226

Re: Traffic Control Devices - Installed and Discontinued

The Department of Public Works (DPW) is submitting a list of traffic control devices that were installed and discontinued during the period of December 16, 2019 – January 15, 2020 to your Honorable Body for approval.

Respectfully submitted,

Ron Brundidge, Director Department of Public Works

CC: Stephanie Washington, Mayor's Office

Municipal Parking Department

Ashok Patel, DPW TED



BY COUNCIL MEMBER

RESOLVED, That the traffic regulations, as listed in Communications from the Department of Public Works dated December 16, 2019 – January 15, 2020, and the discontinuance of restrictions as listed therein, be and the same are hereby approved and confirmed and further, RESOLVED, That any regulation or restriction in conflict with the foregoing be and the same is hereby rescinded.

Provided, That the traffic regulations adopted pursuant to the Ordinance provisions of Section 55-1-8, 55-1-9, and 55-1-11 of Chapter 55, Article 1, of the Code of Detroit and properly indicated by signs, signals, markings, or other devices as authorized by the ordinance provisions, and further, Provided, the traffic regulations listed in the communication above referred to shall be kept on file by the City Clerk in his/her office for reference and for inspection.

TRAFFIC CONTROL DEVICES INSTALLED AND DISCONTINUED

December 16, 2019 - January 15, 2020

Mendota ES in front of 19434 Mendota Sorrento ES in front of 8852 Ellis Griggs WS in front of 17391 Griggs Avis NS on the side of 1651 Elsmere Thornton ES in front of 13695 Thornton Thornton ES in front of 13635 Thornton Rosedale NS in front of 303 Rosedale Vernor W NS btw 470' and 495' W/O Junction 12/30/201 12/23/201 12/20/201 12/20/201 12/20/201 12/20/201 12/20/201 12/30/201 12/23/201 12/20/201	HANDICAPPED PARKING SIGNS	DATE INSTALLED
Santa Rosa WS in front of 13621 Santa Rosa 01/14/202	Mendota ES in front of 19434 Mendota Sorrento ES in front of 8852 Ellis Griggs WS in front of 17391 Griggs Avis NS on the side of 1651 Elsmere Thornton ES in front of 13695 Thornton Thornton ES in front of 13635 Thornton Rosedale NS in front of 303 Rosedale Vernor W NS btw 470' and 495' W/O Junction Avis SS in front of 9155 Avis Santa Rosa WS in front of 13621 Santa Rosa	12/30/2019 12/30/2019 12/23/2019 12/20/2019 12/20/2019 01/09/2020 01/09/2020 01/10/2020 01/13/2020 01/13/2020 01/13/2020 01/14/2020 01/14/2020

PARKING PROHIBITION SIGNS	DATE INSTALLED
Temple SS from Park to Woodward	01/13/2020
"No Parking No Standing No Stopping" Temple NS from Woodward to 50 W/O	01/13/2020
Woodward W C/L "No Parking (Symbol)"	
Temple NS from 546' W/O Woodward W C/L to Park	01/13/2020
"No Standing Here to Corner"	
Middle SS from Clifford to 60' W/O	01/14/2020
Clifford W C/L "No Standing (Symbol)"	
Middle SS from 246' W/O Clifford W C/L to	01/14/2020
Grand River	
"No Standing Here to Corner"	

DATE PARKING REGULATIONS SIGNS INSTALLED Grand Blvd W NS btw 64' and 250' W/O Third 12/16/2019 "Parking Two Hours" Grand Blvd W NS btw 250' and 326' W/O Third 12/16/2019 "Loading Zone 6AM-9AM/30 MIN Parking 9AM-6PM" DATE TRAFFIC CONTROL SIGNS INSTALLED None DATE TURN CONTROL SIGNS INSTALLED None DATE STOP SIGNS INSTALLED Margareta to govern EB and WB Margareta 12/20/2019 At Winston "Stop" Clarita to govern NB and SB Winthrop at 12/20/2019 Clarita "Stop" Dale to govern SB Dale at Fullerton 01/09/2020 "Stop" DATE INSTALLED YIELD SIGNS None

DATE

INSTALLED

None

ONE WAY SIGNS

SPEED LIMIT SIGNS

None

DISCONTINUED

HANDICAPPED PARKING SIGNS	DATE DIS-
American WS in front of 7831 American Woodmere ES in front of 802 Woodmere Annchester WS in front of 18571 Annchester Avis SS in front of 9167 Avis	12/16/2019 12/18/2019 01/02/2020 01/13/2020
PARKING PROHIBITION SIGNS	DATE DIS-
Burt ES btw Kendall and 55' N/O Kendall "No Standing (Symbol)"	12/16/2019
Burt ES btw Chicago W and 85' N/O Chicago W	12/16/2019
"No Standing (Symbol)" Orleans WS from Cherboneau to 217 S/O Cherboneau S C/L "No Standing (Symbol)"	12/16/2019
Woodrow Wilson ES btw Philadelphia to	12/26/2019
Pingree "No Parking Except Sundays and Holidays" Woodrow Wilson ES btw Hazelwood to Taylor "No Parking Except Sundays and Holidays" Outer Drive W WS btw Kendall and 612'	12/26/2019
S/O Kendall	12/20/2019
"No Standing (Symbol)" Outer Drive W WS btw 612' and 762' S/O	12/26/2019
<pre>Kendall "No Standing (Symbol)" McClellan WS btw Edsel Ford E SSD to Gratiot "No Standing (Symbol)" McClellan WS at 884 S/O Chapin "No Standing Here to Corner"</pre>	12/26/2019

PARKING PROHIBITION SIGNS	DATE DIS-
Fourteenth ES btw Monterey and Elmhurst	01/06/2020
"No Parking (Symbol)" Conant ES from 504' to 552'	01/08/2020
"No Standing (Symbol)" Woodrow Wilson ES btw Longfellow to Chicago	01/14/2020
"No Parking (Symbol)" Woodrow Wilson ES btw 62 N/O Glendale to	01/14/2020
Buena Vista "No Standing Here to Corner" Woodrow Wilson ES btw Atkinson and Edison "No Barking Eugent Sundays and Helidays"	01/14/2020
"No Parking Except Sundays and Holidays" Warren W SS btw Parkdale to Junction "No Standing (Symbol)"	01/14/2020
PARKING REGULATION SIGNS	DATE DIS- CONTINUED
Burt ES btw Acacia and Lyndon	12/16/2019
"No Parking School Days 8AM-4PM" McClellan WS btw Harper and Edsel Ford E NSD	12/26/2019
"No Standing 7AM-9AM, 3PM-6PM MON THRU FRI" McClellan WS btw Gratiot and Cairney	01/02/2020
"No Standing 6AM-9AM, 3PM-6PM MON THRU FRI" Lindsay ES btw Cambridge and Vassar "No Parking School Days 8AM-4PM"	01/08/2020
TRAFFIC CONTROL SIGNS	DATE DIS-
None	
TURN CONTROL SIGNS	DATE DIS- CONTINUED
None	
	DATE DIS-
STOP SIGNS	

None

None

DATE DISCONTINUED

DATE DISCONE WAY SIGNS

None

DATE DISCONTINUED

DATE DISCONTINUED

CONTINUED

None