

Formal Session

3-10-70

Referrals

**BUDGET,
FINANCE, AND
AUDIT STANDING
COMMITTEE**



**OFFICE OF CONTRACTING
AND PROCUREMENT**

March 4, 2020

HONORABLE CITY COUNCIL:

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

6000098 100% City Funding – AMEND 3 – To Provide an Extension of Time and an Increase of Funds for Pension and Actuarial Services. – Contractor: Cheiron, Inc. – Location: 4406 Tennyson Road, Wilmington, DE 19802 – Contract Period: June 12, 2020 through June 30, 2023 – Increase Contract Amount: \$150,000.00 – Total Contract Amount: \$450,000.00. **OFFICE OF THE CHIEF FINANCIAL OFFICER (Previous Contract Period: June 12, 2018 through June 11, 2020)**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER **AYERS**

RESOLVED, that Contract No. 6000098 referred to in the foregoing communication dated March 4, 2020, be hereby and is approved.

Formal Session
3-16-20

Referrals

**INTERNAL
OPERATIONS
STANDING
COMMITTEE**



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LAW DEPARTMENT

Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 500
Detroit, Michigan 48226-3437

Phone 313-224-4550
Fax 313-224-5505
www.detroitmi.gov

Date: March 3, 2020
To: Honorable City Council **CVK**
From: Law Department
Re: Fair Wage Ordinance

The Law Department has submitted a privileged and confidential opinion, dated February 28, 2020, regarding the above-referenced matter.



LAW DEPARTMENT

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Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 500
Detroit, Michigan 48226-3437

Phone 313-224-4550
Fax 313-224-5505
www.detroitmi.gov

February 28, 2020

HONORABLE CITY COUNCIL

RE: Kameshia Brown v City of Detroit
United States District Court Case No: 19-12937
City Law File No: W19-00131 (LAC)

We have reviewed the above-captioned lawsuit, the facts and particulars of which are set forth in a confidential memorandum that is being separately hand-delivered to each member of Your Honorable Body. From this review, it is our considered opinion that a settlement in the amount of **SIXTY-FIVE THOUSAND DOLLARS (\$65,000.00)** is in the best interest of the City of Detroit.

We, therefore, request authorization to settle this matter in the amount of **SIXTY-FIVE THOUSAND DOLLARS (\$65,000.00)**, and that Your Honorable Body authorize and direct the Finance Director to issue a draft in that amount payable to **KAMESHIA BROWN and LAW OFFICES OF JOEL B SKLAR, her attorney**, to be delivered upon receipt of properly executed Releases and a Stipulation and Order of Dismissal entered in United States District Court Lawsuit No. 19-12937, approved by the Law Department.

Respectfully submitted,

/s/ LaKena Crespo

LaKena Crespo

Assistant Corporation Counsel

LC/mr
Attachment(s)

cc: Budget Department

APPROVED: MAR 03 2020

LAWRENCE T. GARCIA
Corporation Counsel

BY: */s/ June Adams*
June Adams
Chief of Staff Law Department

R E S O L U T I O N

BY COUNCIL MEMBER _____:

RESOLVED, that settlement of the above matter be and is hereby authorized in the amount of **SIXTY-FIVE THOUSAND DOLLARS (\$65,000.00)**; and be it further

RESOLVED, that the Finance Director be and is hereby authorized and directed to draw a warrant upon the proper account in favor of **KAMESHIA BROWN and LAW OFFICES OF JOEL B SKLAR, her attorney**, in the sum of **SIXTY-FIVE THOUSAND DOLLARS (\$65,000.00)** in full payment for any and all claims which Plaintiff may have against the City of Detroit and any other City of Detroit employee, and that said amount be paid upon receipt of properly executed Releases, Stipulation and Order of Dismissal entered in United States District Court Lawsuit No. 19-12937, approved by the Law Department.

APPROVED:

LAWRENCE T. GARCIA
Corporation Counsel

BY: /s/ June Adams
June Adams
Chief of Staff Law Department



LAW DEPARTMENT



Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 500
Detroit, Michigan 48226-3437

Phone 313-224-4550
Fax 313-224-5505
www.detroitmi.gov

February 26, 2020

HONORABLE CITY COUNCIL

RE: Watson, William v COD
Case No: 18-015879-NF
File No: L19-00014 (SVD)

We have reviewed the above-captioned lawsuit, the facts and particulars of which are set forth in a confidential memorandum that is being separately hand-delivered to each member of Your Honorable Body. From this review, it is our considered opinion that a settlement in the amount of **One Hundred Sixty-Five Thousand Dollars and ^{NO}/Cents (\$165,000.00)** is in the best interest of the City of Detroit.

We, therefore, request authorization to settle this matter in the amount of **One Hundred Sixty-Five Thousand Dollars and ^{NO}/Cents (\$165,000.00)** and that Your Honorable Body direct the Finance Director to issue a draft in the amount of **One Hundred Thirty Thousand Dollars and ^{NO}/Cents (\$130,000.00)** payable to William Watson and his attorney Jason A. Waechter, **LAW OFFICE OF JASON A WAECHTER**, in the amount of **One Hundred Thirty Thousand Dollars and ^{NO}/Cents (\$130,000.00)** and in favor of Michigan Spine & Brain Surgeons and their attorney Bryan Schefman, **SCHEFMAN & ASSOCIATES, PC** to be delivered upon receipt of properly executed Releases and Stipulation and Order of Dismissal entered in Lawsuit No.18-015879-NF, approved by the Law Department.

Respectfully submitted,
/s/ Sarah V. Domin
Assistant Corporation Counsel

APPROVED: MAR 02 2020
LAWRENCE GARCIA
Corporation Counsel

BY: */s/ Krystal A. Crittendon*
Krystal A. Crittendon
Supervising Assistant Corporation Counsel

CITY CLERK 2020 MAR 4 PM2:13B

R E S O L U T I O N

BY COUNCIL MEMBER _____:

RESOLVED, that settlement of the above matter be and is hereby authorized in the amount of **ONE HUNDRED SIXTY-FIVE THOUSAND DOLLARS AND ^{NO}/CENTS (\$165,000.00)**; and be it further

RESOLVED, that the Finance Director be and is hereby authorized and directed to draw a warrant upon the proper account in favor of William Watson and his attorney Jason A. Waechter, **LAW OFFICE OF JASON A WAECHTER**, in the amount of **One Hundred Thirty Thousand Dollars and ^{NO}/Cents (\$130,000.00)** and in favor of Michigan Spine & Brain Surgeons and their attorney Bryan Schefman, **SCHEFMAN & ASSOCIATES, PC** in the amount of **Thirty-Five Thousand Dollars and ^{NO}/Cents (\$35,000.00)** in full payment for any and all claims which William Watson and Michigan Spine & Brain Surgeons may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about, and otherwise set forth in Case No.18-015879-NF, that said amount be paid upon receipt of properly executed Releases, Stipulation and Order of Dismissal entered in Lawsuit No. 18-015879-NF and, where deemed necessary by the Law Department a properly executed Medicare/CMS Final Demand Letter.

APPROVED:
LAWRENCE GARCIA
Corporation Counsel

BY: /s/ *Krystal A. Crittendon*
Krystal A. Crittendon
Supervising Assistant Corporation Counsel

Approved by City Council: _____
Approved by the Mayor: _____



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LAW DEPARTMENT

Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 500
Detroit, Michigan 48226-3437

Phone 313•224•455
Fax 313•224•5505
www.detroitmi.gov

February 28, 2020

HONORABLE CITY COUNCIL

RE: Calvin Howard et al v. City of Detroit
Case No: L18-00075 (CLR)
File No: 17-017560-NI

We have reviewed the above-captioned lawsuit, the facts and particulars of which are set forth in a confidential memorandum that is being separately hand-delivered to each member of Your Honorable Body. From this review, it is our considered opinion that a settlement in the amount of: **Forty Thousand Six Hundred Dollars and ^{NO}/Cents (\$40,600.00)** is in the best interest of the City of Detroit.

We, therefore, request authorization to settle this matter in the amount of **Forty Thousand Six Hundred Dollars and ^{NO}/Cents (\$40,600.00)** and that Your Honorable Body direct the Finance Director to issue drafts in amounts payable to 1) Calvin Howard and his attorney, Elias Muawad, in the amount of Twenty Thousand and ^{NO}/Cents (\$20,000.00); 2) Silver Pine Imaging and its attorney, CHRISTENSEN LAW, in the amount of Three Thousand Seven Hundred and ^{NO}/Cents (\$3,700.00); 3) Orchard Labs and its attorney, GARY R. BLUMBERG, P.C., in the amount of Two Thousand and ^{NO}/Cents (\$2,000.00); 4) Total Toxicology and its attorneys, JAMES R. WALDVOGEL, in the amount of Two Thousand and ^{NO}/Cents (\$2,000.00) 5) Clear Imaging and its attorneys, LAW OFFICE OF KELMAN & FANTICH, in the amount of Seven Thousand and ^{NO}/Cents (\$7,000.00); 6) Gravity Imaging and its attorneys LAW OFFICE OF KELMAN & FANTICH in the amount of One Thousand Five Hundred and ^{NO}/Cents (\$1,500.00); 7) New Grace and its attorneys, HAKIM, TOMA, & YALDOO, P.C., in the amount of Two Thousand Four Hundred and ^{NO}/Cents (\$2,400.00); and 8) ZMC Pharmacy and its attorneys, KHURANA LAW FIRM, P.C., Two Thousand and ^{NO}/Cents (\$2,000.00) to be delivered upon receipt of properly executed Releases and Stipulations and Orders of Dismissal entered in Lawsuit No. 17-017560-NI approved by the Law Department.

Respectfully submitted,
/s/ Cheryl L. Ronk
Cheryl Ronk
Assistant Corporation Counsel

APPROVED: MAR 02 2020

LAWRENCE GARCIA
Corporation Counsel

BY: */s/ Yvonne Bradley*
YUVONNE BRADLEY
Supervising Assistant Corporate Counsel

CITY CLERK 2020 MAR 4 PM 2:15

R E S O L U T I O N

BY COUNCIL MEMBER _____:

RESOLVED, that settlement of the above matter be and is hereby authorized in the amount of **Forty Thousand Six Hundred Dollars and ^{NO}/Cents (\$40,600.00)**; and be it further

RESOLVED, that the Finance Director be and is hereby authorized and directed to draw a warrant upon the proper account in favor of: 1) Calvin Howard and his attorney, Elias Muawad, in the amount of Twenty Thousand and ^{NO}/Cents (\$20,000.00); 2) Silver Pine Imaging and its attorney, CHRISTENSEN LAW, in the amount of Three Thousand Seven Hundred and ^{NO}/Cents (\$3,700.00); Orchard Labs and its attorney, GARY R. BLUMBERG, P.C., in the amount of Two Thousand and ^{NO}/Cents (\$2,000.00); 4) Total Toxicology and its attorneys, JAMES R. WALDVOGEL, in the amount of Two Thousand and ^{NO}/Cents (\$2,000.00) 5) Clear Imaging and its attorneys, LAW OFFICE OF KELMAN & FANTICH, in the amount of Seven Thousand and ^{NO}/Cents (\$7,000.00); 6) Gravity Imaging and its attorneys LAW OFFICE OF KELMAN & FANTICH in the amount of One Thousand Five Hundred and ^{NO}/Cents (\$1,500.00); 7) New Grace and its attorneys, HAKIM, TOMA, & YALDOO, P.C., in the amount of Two Thousand Four Hundred and ^{NO}/Cents (\$2,400.00); and 8) ZMC Pharmacy and its attorneys, KHURANA LAW FIRM, P.C., Two Thousand and ^{NO}/Cents (\$2,000.00) for any claims they may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about, and otherwise set forth in Case No. 17-017560-NI, that said amount be paid upon receipt of properly executed Releases, Stipulation and Order of Dismissal entered in Lawsuit No. 17-017560-NI and, where deemed necessary by the Law Department a properly executed Release, Stipulation and Order of Dismissal entered in Lawsuit No. 17-017560-NI and, where it is deemed necessary or desirable by the Law Department, a

properly executed Medicare Reporting and Indemnification Affidavit, approved by the Law
Department; and be it further

APPROVED:

LAWRENCE GARCIA
Corporation Counsel

BY: */s/ Yuvonne Bradley*
YUVONNE BRADLEY
Supervising Assistant Corporate Counsel

Approved by City Council: _____

Approved by the Mayor: _____



(b)

February 25, 2020

HONORABLE CITY COUNCIL

RE: **RAMONA KAMATE v CITY OF DETROIT**
CASE NO.: **17-cv-13882**
FILE NO.: **L17-00768 (RJB)**

We have reviewed the above-captioned lawsuit, the facts and particulars of which are set forth in a confidential memorandum that is being separately hand-delivered to each member of Your Honorable Body. From this review, it is our considered opinion that a settlement in the amount of **SEVENTEEN THOUSAND FIVE HUNDRED Dollars and No Cents (\$17,500.00)** is in the best interest of the City of Detroit.

We, therefore, request authorization to settle this matter in the amount of **SEVENTEEN THOUSAND FIVE HUNDRED Dollars and No Cents (\$17,500.00)** and that Your Honorable Body direct the Finance Director to issue a draft in that amount payable to **Robinson & Associates, P.C.**, his attorney, and **RAMONA KAMATE**, to be delivered upon receipt of properly executed Releases and Stipulation and Order of Dismissal entered in Lawsuit No. 17-cv-13882, approved by the Law Department.

Respectfully submitted,

/s/ Robyn Brooks

Senior Assistant Corporation Counsel

APPROVED: MAR 04 2020

LAWRENCE T. GARCIA
Corporation Counsel

BY: */s/ Krystal A. Crittendon*
Krystal A. Crittendon
Supervising Assistant Corporation Counsel

Attachments

R E S O L U T I O N

BY COUNCIL MEMBER _____:

RESOLVED, that settlement of the above matter be and is hereby authorized in the amount of **SEVENTEEN THOUSAND FIVE HUNDRED Dollars and No Cents (\$17,500.00)**; and be it further

RESOLVED, that the Finance Director be and is hereby authorized and directed to draw a warrant upon the proper account in favor of Ramona Kamate and **HER** attorney, Robinson & Associates, P.C. in the amount of **SEVENTEEN THOUSAND FIVE HUNDRED Dollars and No Cents (\$17,500.00)** in full payment for any and all claims which **RAMONA KAMATE** may have against the City of Detroit by reason of alleged injury sustained on or about August 3, 2015, and that said amount be paid upon receipt of properly executed Releases, Stipulation and Order of Dismissal entered in Lawsuit No. 17-cv-13882 and, where it is deemed necessary or desirable by the Law Department, a properly executed Medicare Reporting and Indemnification Affidavit, approved by the Law Department.

APPROVED:
LAWRENCE GARCIA
Corporation Counsel

BY: */s/ Krystal A. Crittendon*
Krystal A. Crittendon
Supervising Assistant Corporation Counsel

Approved by City Council: _____

Approved by the Mayor: _____



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LAW DEPARTMENT

Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 500
Detroit, Michigan 48226-3437

Phone 313•224•4550
Fax 313•224•5505
www.detroitmi.gov

March 3, 2020

HONORABLE CITY COUNCIL

REQUEST FOR CORRECTED RESOLUTION

RE: A Felon's Crusade for Equality, Honesty & Truth v DPD Board of Commissioners, et al.
Wayne County Circuit Court Case No: 19-004810-CZ
File No: L19-00217 EBG

Your Honorable Body previously approved the settlement of this lawsuit in a resolution adopted on February 18, 2020 in the amount of **Eleven Thousand Dollars and ⁰⁰/Cents (\$11,000.00)**. However, the resolution approving the settlement erroneously provided for the payment to be made through a check payable to both Plaintiff and its counsel, when it was meant to instead provide for the settlement check to be made payable to Plaintiff only.

We, therefore, request that the City Council's February 18, 2020 resolution authorizing the settlement be rescinded, that City Council adopt a corrected resolution authorizing the settlement of this matter in the amount of **Eleven Thousand Dollars and ⁰⁰/Cents (\$11,000.00)**, and that Your Honorable Body direct the Finance Director to issue a draft in that amount payable to A Felon's Crusade for Equality, Honesty & Truth, to be delivered upon receipt of a properly executed Release and Stipulation and Order of Dismissal in Lawsuit No. 19-004810-CZ, approved by the Law Department.

Respectfully submitted,

Eric B Gaabo
Senior Assistant Corporation Counsel

APPROVED: MAR 03 2020
LAWRENCE GARCIA
Corporation Counsel

Attachments

CITY CLERK 2020 MAR 4 10:21:18

R E S O L U T I O N

BY COUNCIL MEMBER _____:

RESOLVED, that the February 18, 2020 resolution authorizing the settlement of Wayne County Circuit Court Case No.19-004810-CZ through a check in the amount of \$11,000 made payable to both Plaintiff, A Felon's Crusade for Equality, Honesty & Truth, and its counsel, Andrew A. Paterson, Esq. is hereby **RESCINDED**; and be it further

RESOLVED, that settlement of the above matter be and is hereby authorized under the following terms:

- 1) The City shall pay Plaintiff the sum of **\$11,000.00**;
- 2) The Detroit Board of Police Commissioners (“the Board”) shall provide Plaintiff a document, signed by its Chair, Lisa Carter, as authorized by a majority vote of the Board, which states that:
 - (a) the Board has ceased use of committees or subcommittees;
 - (b) if committees or subcommittees are used in the future, their meetings will be held publicly and consistent with the Michigan Open Meetings Act;
 - (c) Leadership Briefings have not and will not involve more than three members of the Board (Chair, Vice-Chair and immediate past Chair);
 - (d) No decision-making shall take place at Leadership Briefings, and their sole purpose shall be to prepare for regular Board Meetings (e.g. to insure that information and materials necessary to support the agenda have been gathered).
- 3) Plaintiff shall release all claims related to this litigation.

RESOLVED, that the Finance Director be and is hereby authorized and directed to draw a warrant upon the proper account in favor of A Felon's Crusade for Equality, Honesty & Truth in the amount of **Eleven Thousand Dollars and ⁰⁰/Cents (\$11,000.00)** in full payment for any and all claims which A Felon's Crusade for Equality, Honesty & Truth may have against the City of Detroit, the City of Detroit Board of Police Commissioners, Willie E. Bell and any other City of Detroit employees, including those set forth in Wayne County Circuit Court Case No.19-004810-CZ, that said amount be paid upon receipt of a properly executed Release and a Stipulation and Order of Dismissal in Lawsuit No. 19-004810-CZ.

APPROVED:
LAWRENCE GARCIA
Corporation Counsel

Approved by City Council: _____

Approved by the Mayor: _____



City of Detroit

CITY COUNCIL

CITY CLERK 2020 MAR 3 PM 5:05



MARY SHEFFIELD
COUNCIL PRESIDENT PRO TEMPORE
DISTRICT 5

MEMORANDUM

TO: David Whitaker, Director, Legislative Policy Division

THROUGH: Council Member James Tate, Chair, Planning & Economic Development Committee

FROM: Council President Pro Tem Mary Sheffield *MS*

DATE: March 3, 2020

RE: Request for LPD to Draft a Resolution to Remove the Privilege and Confidentiality Status on the Law Department's Opinion Relative to a Right to Counsel Ordinance

City Council received an opinion from the Law Department dated February 5, 2020 which opined on the ability of City Council to pass a Right to Counsel ordinance. The opinion speaks to the lending of credit issue and I would like to have the response evaluated by experts in the Right to Counsel movement many of which are attorneys and outstanding members of the legal community. Therefore, I am requesting the Legislative Policy Division draft resolution removing the Privilege and Confidentiality of the opinion and submit it to Council for approval.

Thank you.

Cc: Honorable Colleagues
Honorable City Clerk

Formal Session
3-10-20

Referrals

**NEIGHBORHOOD
AND COMMUNITY
SERVICES
STANDING
COMMITTEE**

9

OFFICE OF CONTRACTING
AND PROCUREMENT

March 4, 2020

HONORABLE CITY COUNCIL:

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

3040774 100% General Funding – To Provide Fitness Equipment and Disposal for 10 (Ten) Recreation Centers with Extended Warranty. – Contractor: Life Fitness, LLC – Location: 9525 Bryn Mawr Avenue, Rosemont, IL 60018 – Contract Period: Upon City Council Approval through May 1, 2020 – Total Contract Amount: \$246,338.76. **GENERAL SERVICES**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER SHEFFIELD

RESOLVED, that Contract No. 3040774 referred to in the foregoing communication dated March 4, 2020, be hereby and is approved.

OFFICE OF CONTRACTING
AND PROCUREMENT

10

March 4, 2020

HONORABLE CITY COUNCIL:

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

6002679 100% City Funding – To Provide Repair Services, Labor and Parts for Light Duty Transmissions. – Contractor: Suburban Buick GMC of Ferndale, LLC – Location: 21800 Woodward Avenue, Ferndale, MI 48220 – Contract Period: Upon City Council Approval through February 28, 2022 – Total Contract Amount: \$150,000.00. **GENERAL SERVICES**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER **SHEFFIELD**

RESOLVED, that Contract No. 6002679 referred to in the foregoing communication dated March 4, 2020, be hereby and is approved.



CITY OF DETROIT
PARKS & RECREATION DEPARTMENT
ADMINISTRATION OFFICE



18100 MEYERS
DETROIT, MICHIGAN 48235
(313) 224-1100 • TTY:711
(313) 224-3544 FAX
WWW.DETROITMI.GOV

RESOLUTION

Council Member _____

Whereas, the General Services Department is requesting authorization to accept the Wayne County Intergovernmental Agreement for FY 2018-19 for park improvements at eight city parks

Whereas, Wayne County will assist in funding construction of the park improvement projects, funding shall not exceed Two Hundred Ninety Four Thousand Four Hundred Ninety Six dollars (\$294,496.00)

Resolved, the General Services Department is authorized to accept the Intergovernmental Agreement for FY 2018-19.

AGREEMENT

between

THE CHARTER COUNTY OF WAYNE

and

THE CITY OF DETROIT

for

Improvements to

**BRINGARD-BOULDER PARK (DISTRICT 1), HANSEN
PLAYGROUND (DISTRICT 1), BROOKINS PARK (DISTRICT
1), VOIGHT PARK (DISTRICT 2), CASTADOR PARK,
DISTRICT 2), KNUDSEN PLAYLOT (DISTRICT 5),
COMSTOCK PARK (DISTRICT 6) AND ROUGE PARK
(DISTRICT 7)**

FY 2018-19

AGREEMENT

between

THE CHARTER COUNTY OF WAYNE

and

THE CITY OF DETROIT

for

Improvements to

**BRINGARD-BOULDER PARK (DISTRICT 1), HANSEN
PLAYGROUND (DISTRICT 1), BROOKINS PARK (DISTRICT
1), VOIGHT PARK (DISTRICT 2), CASTADOR PARK,
DISTRICT 2), KNUDSEN PLAYLOT (DISTRICT 5),
COMSTOCK PARK (DISTRICT 6) AND ROUGE PARK
(DISTRICT 7)**

FY 2018-19

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THIS AGREEMENT ("Agreement") is between the County of Wayne, Michigan, a public body corporate and Home Rule Charter County, acting through its Department of Public Services, Parks Division (hereinafter the "County") and the City of Detroit, a Michigan municipal corporation (hereinafter "City").

1. PURPOSE

1.01 The County and City have an interest in entering into cooperative parks and recreation projects that are mutually beneficial to the citizens of Wayne County.

2. SCOPE OF THE PROJECT

2.01 The County will cooperatively fund the construction of improvements (the "Project") at Bringard-Boulder Park (District 1), Hansen Playground (District 1), Brookins Park (District 1), Voight Park (District 2), Castador Park, District 2), Knudsen Playlot (District 5), Comstock Park (District 6) and Rouge Park (District 7), located in the City (individually, "Site" or collectively, "Sites"), for the citizens of Wayne County, at the location(s) described in **Exhibit A** attached hereto and made a part hereof. The County will finance any improvements agreed upon by the Chief Executive Officer for the County or his/her designee and the Mayor of the City or his/her designee, in creation of the Project under the limitations indicated in Sections 3, 4 and 5.

3. TERM OF CONTRACT

3.01 The effective date of this Agreement is upon approval of the County Commission and **shall terminate on September 30, 2021 at 11:59 p.m.**

3.02 If City fails to complete the Project by the termination date as stated in Section 3.01, the parties agree that the County shall be under no further obligation to provide any remaining funds committed hereunder.

4. COUNTY'S COVENANTS

4.01 The County will assist in funding construction of the Project described in **Exhibit B** attached hereto and made a part hereof. The FY 2018-19 funding provided by the County for the recreational Project **shall not exceed Two Hundred Ninety Four Thousand Four Hundred Ninety Six Dollars (\$294,496.00).**

5. CITY'S COVENANTS

5.01 Prior to construction of any portion of the Project, City shall provide the County with documents evidencing title to each Site, including, but not limited to, deeds, assignments, leases, land contracts, and mortgage instruments. The documents must specify all covenants, restrictions, easements, or other encumbrances on each Site.

5.02 City warrants that it is the legal owner with good, valid, and clear title to each Site and that each Site is accurately described in **Exhibit A**. City shall hold harmless and defend the County against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including but not limited to, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or in any way related to an action by a third party to quiet title in any Site described in **Exhibit A**.

5.03 City shall keep accurate records and account of the Project costs that shall be accessible for inspection and audit by a representative of the County.

5.04 City shall submit to the County no more frequently than once every 30 days, a certified application for reimbursement of acceptable Project costs together with all contractor and subcontractor certified invoices and any required supporting documentation for reimbursement, which shall be made upon receipt and approval of the application for reimbursement. The County is under no obligation to reimburse City for any unapproved costs or costs outside the scope of this Agreement.

5.05 City shall be responsible for financing the Project beyond the financial commitment the County has made as indicated in Section 4.01.

5.06 City shall operate and maintain improvements for public recreation, and that it shall allow each park to be open to the public on equal and reasonable terms and that no individual shall be denied ingress or egress thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age or handicap.

5.07 City agrees that in consideration of the financial commitment that the County is providing for the Project, City shall operate each Site as a recreational facility for no less than ten (10) years after the Project is completed.

5.08 City will develop signage at its own expense, which recognizes the County as a donor at each Site. The signage shall comply with the specifications described in **Exhibit C** attached hereto and made a part hereof. The County shall have the right to approve the signage. Such approval will not be unreasonably withheld or delayed. City shall install the signage prior to the Project's completion.

5.09 City agrees to provide the County with an opportunity to participate in planning any press conference, ribbon cutting ceremony, opening ceremony, or other public/media announcement related to the Project ("media event"). City further agrees to provide the County with no less than thirty (30) days prior written notice of a proposed media event.

5.10 Breach of any of the provisions contained in this Article may be regarded as a material breach of this Agreement.

6. TERMINATION

6.01 This Agreement can be terminated by either party with or without cause upon thirty (30) days written notice, prior to commencing construction. If terminated prior to commencing construction of the Project, each party is solely responsible for its own costs, fees, and obligations incurred prior to the termination.

6.02 After the Project's construction is commenced, the County may terminate this Agreement with or without cause and shall be responsible for expenses previously approved by the County and incurred by City, not to exceed the amount stated in Section 4.01.

6.03 City may terminate this Agreement, with or without cause, after construction is commenced and shall return to the County any funding provided by the same under this Agreement.

6.04 This Agreement shall terminate if any Site is not operational and regularly open to the public.

7. DATA TO BE FURNISHED

7.01 City must maintain copies of all information, books, data, reports, records, etc., related to the Project. Such information and records shall be maintained for a period of three (3) years from the date City receives its final reimbursement payment under this Agreement.

7.02 Upon the request of the County or its authorized representative, including its Legislative Auditor General, City must furnish, without charge, copies of all information, books, records, data, reports, etc., of City, or any contractors, subcontractors, consultants or agents rendering or furnishing services under this Agreement, whether direct or indirect, that will permit adequate evaluation or audit of the services provided by City or any of its contractors, subcontractors, consultants or agents. City must include a similar covenant allowing for County audit in any agreement it has with a contractor, subcontractor, consultant or agent related to this Agreement. The County may delay reimbursement payments to City pending the results of any such audit without penalty or interest.

7.03 The County may schedule conferences at mutually convenient times with City administrative personnel to gather the information. If, as a result of any audit conducted by or for the County relating to City's performance under this Agreement, a discrepancy should arise as to the amount of compensation due City, City shall pay to the County on demand the amount of compensation in question. If City fails or refuses to make payment, in addition to other legal remedies available to the County, the County may retain said amount from any funds allocated to City but not yet disbursed under this Agreement or may offset such a deficiency against the compensation to be paid City in any concurrent, successive or future agreements between the parties.

7.04 City further acknowledges the right of the Wayne County Commission as a third-party beneficiary of this Agreement to sue for specific performance to enforce the audit rights provided herein for the Legislative Auditor General.

8. ADMINISTRATION

8.01 City must inform the County as soon as the following types of conditions become known:

- A. Probable delays or adverse conditions which do or may materially prevent meeting the objectives of this Agreement, including changes, transfer, or assignment of any real property interest related to any Site;
- B. Favorable developments or events that enable meeting time schedules or goals sooner than anticipated; or
- C. Any changes or modifications in appropriations and funding for the Project.

9. RELATIONSHIP OF PARTIES

9.01 The parties are independent entities. No liability or benefits, such as Workers' Compensation, pension rights, or insurance rights, arising out of, or related to a contract for hire or employer/employee relationship, accrues to either party or either party's agents, contractors, subcontractors, or employees as a result of this Agreement. No relationship, other than that of independent contractor will be implied between the parties, or either party's agents, employees, contractors, or subcontractors.

10. INSURANCE

10.1 City will require that all contractors undertaking work on the Project abide the terms, and provide insurance coverage in said amounts, as set forth in **Exhibit D**.

10.2 All insurance and bonds shall name the Charter County of Wayne and the City as insured or beneficiary.

11. HOLD HARMLESS

11.01 City agrees to remain responsible for its own negligence, or tortious acts, errors, or omissions, and the acts, errors, or omissions of any of its employees, contractors, subcontractors, consultants, or agents. It is agreed that the County is merely acting as a funding source for the Project and that any negligence, or tortious acts, errors, or omissions on the part of the County shall only arise out of providing these funds or processing reimbursement requests made by City as submitted pursuant to Section 5.04.

11.02 This hold harmless provision must not be construed as a waiver of any governmental immunity by the County or City or any of their agencies, or employees, as provided by statute or modified by court decisions.

12. LIABILITY

12.01 The County does not assume and is not responsible for, payment of any debt service, lien, or encumbrance, including, but not limited to, mortgage, promissory note, land contract, or other obligation, incurred prior to the signing or during the term of this Agreement.

12.02 This Agreement is not intended to create beneficial rights in any third party other than the Wayne County Commission. This Agreement is entered into for the sole benefit of the parties to this Agreement.

13. ENVIRONMENTAL MATTERS

13.01 City warrants to the County that City will not use Hazardous Materials (as defined in Section 13.06) at any Site in violation of any governmental regulation pertaining to the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials.

13.02 City warrants that it is not in violation of governmental regulations pertaining to the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials at any Site, and, to the best of City's knowledge, there have been no actions commenced or threatened by any party for noncompliance which affects a Site.

13.03 City will keep each Site free of Hazardous Materials except to the extent that the Hazardous Materials are stored or used in compliance with applicable local, state and federal regulations. City must not cause or permit any Site to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials, except in compliance with governmental regulations. City shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of City, any tenant, subtenant or occupant, the release, spill, leak or emission of Hazardous Materials at any Site or onto any other contiguous property.

13.04 Prior to commencing the Project, City must conduct and complete or cause to be conducted and completed an investigation, including a comprehensive environmental audit,

studies, sampling, and testing, as the County deems necessary. A copy of any environmental audit, study, sampling or testing shall be provided to the County within ten (10) working days of City's receipt of such audit, study, sampling or testing. If the audit reveals the existence of any Hazardous Material at any Site, City shall immediately disclose the findings to the County. If the County decides to proceed with the Project, City shall do or cause to be done all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials on, under, from or affecting the Site as required by all applicable governmental regulations, to the satisfaction of the County, and according to all federal, state and local governmental authorities. Any audit conducted by the County is solely for the benefit, protection, and interest of the County. City or any third party cannot rely upon the audit conducted by the County for any purpose.

13.05 It is agreed that the County is merely acting as a funding source for the Project and that the County shall only be responsible for providing these funds and processing reimbursement requests made by City as submitted pursuant to Section 5.04. Therefore, the County shall not be responsible for any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including attorney and consultant fees, investigation and laboratory fees, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or in any way related to:

- A. The presence, disposal, release or threatened release of any Hazardous Materials on, over, under, from or affecting the Site or the soil, water, vegetation, buildings, personal property, persons or animals;
- B. Any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to Hazardous Materials at a Site;
- C. Any lawsuit brought or threatened, settlement reached or government order relating to the Hazardous Materials with respect to a Site;
- D. Any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of any mortgage, which are based on or related to the Hazardous Materials used at a Site;
- E. This section applies to the presence, disposal, release, leakage, or threatened release of any Hazardous Materials prior to the effective date of this Agreement.

13.06 Hazardous Material means any material or substance:

- A. Which is or becomes defined as a hazardous substance, pollutant, or contaminant pursuant to the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9601 et. seq.) and any amendments thereto and regulations pursuant thereto;
- B. Containing gasoline, oil, diesel, fuel, or other petroleum products;
- C. Which is or becomes defined as hazardous waste pursuant to the Resource Conservation and Recovery Act (42 U.S.C. 6901 et. seq.) and any amendments thereto and regulations pursuant thereto;
- D. Containing polychlorinated biphenyl;

- E. Containing asbestos;
- F. Which is radioactive;
- G. The presence of which requires investigation or remediation under any governmental regulation; or
- H. Which is or becomes defined as a hazardous waste, hazardous substance, pollutant, contaminant, or biologically hazardous material under any governmental regulation.

14. COMPLIANCE WITH LAWS

14.01 Each party must comply with and must require its employees to comply with all applicable laws and regulations.

14.02 City must construct and develop the Project or cause the Project to be constructed and developed according to applicable local, state and federal laws.

15. AMENDMENTS

15.01 No amendment to this Agreement is effective unless it references this Agreement, is written, is signed and acknowledged by duly authorized representatives of both parties and approved by resolutions adopted by the Detroit City Council and the Wayne County Commission.

16. NONDISCRIMINATION PRACTICES

16.01 City shall require that all contractors, subcontractors, consultants and agents retained to perform work related to this Agreement comply with:

- A. Titles VI and VII of the Civil Rights Act (42 U.S.C. §§ 2000d et. seq.) and the United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to these Titles.
- B. The Age Discrimination Act of 1985 (42 U.S.C. §6101-07).
- C. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794).
- D. The Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et. seq.) and its associated regulations.
- E. The Elliot-Larson Civil Rights Act (P.A. 1976 No. 453)
- F. The Persons With Disabilities Civil Rights Act (P.A. 1976 No. 220).
- G. The anti-discrimination provisions as required by Section 120-192 of the Wayne County Code of Ordinances.

16.02 All contractors, subcontractors, consultants and agents retained by City to perform work related to this Agreement shall not:

- A. Refuse to recruit, hire, employ, promote or to bar or discharge from employment an individual, or discriminate against an individual in compensation, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.

- B. Limit, segregate, or classify an employee or applicant for employment in a way which deprives or tends to deprive any individual of employment opportunities or otherwise adversely affects the employment status of an employee because of race, color, creed, national origin, age, marital status, handicap, sex, familial status, height or weight.
- C. Print or publish or cause to be printed or published a notice, application, or advertisement relating to employment indicating a preference, limitation, specification, or discrimination based upon race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.
- D. Except as permitted by rules and regulations promulgated pursuant to Section 120-192 of the Wayne County Code of Ordinances, or applicable state or federal law, make or use a written or oral inquiry or form of application that elicits or attempts to solicit information concerning the race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight, of prospective employees. City also shall not make or keep a record of that information or disclose such information.
- E. Make or use a written or oral inquiry or form of application that expresses a preference, limitation or specification based on religion, race, color, creed, national origin, age, height, weight, marital status, handicap, or sex.

16.03 City agrees that it will notify all of its contractors, subcontractors, consultants, or agents of their obligations relative to non-discrimination under this Agreement when soliciting the contractor, subcontractor, consultant, or agent. City will include the provisions of this Article in any contract, as well as provide the County with a copy of any agreement with a contractor, subcontractor, consultant, or agent completing work related to this Agreement.

16.04 All contractors, subcontractors, consultants and agents retained by City to perform work related to this Agreement shall not discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of this Agreement, with respect to hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight. This Section does not apply if it is determined by the County Division of Human Relations that the requirements are bona fide occupational qualifications reasonably necessary to perform the duties required for employment. The burden of proof that the occupational qualifications are bona fide is upon City.

16.05 Breach of any of the covenants in this Article may be regarded as a material breach of this Agreement.

16.06 City acknowledges the right of the County Director of Human Relations to sue to enforce the provisions in this Article.

16.07 If City or any of its contractors, subcontractors, consultants, or agents does not comply with the non-discrimination provisions of this Agreement, the County may impose sanctions, as it determines to be appropriate, including but not limited to the cancellation, termination or suspension of this Agreement, in whole or in part.

16.08 In the event that City is or becomes subject to federal or state law which conflicts with the requirements of Section 120-192 of the Wayne County Code of Ordinances, the provisions of federal or state law shall apply and this Agreement shall be interpreted and enforced accordingly. In accordance with the Elliot-Larson Civil Rights Act, P.A. 1976 No. 453, as amended, MCL 37.2101 *et seq.*, City covenants not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment because of race, color, religion, national origin, age, sex, weight, height, or marital status, and to require a similar covenant on the part of any contractor, subcontractor, consultant, or agent employed in the performance of this Agreement.

17. ETHICS IN CONTRACTING

17.01 City and all of its contractors must comply with Article 12 of Chapter 120 of the Wayne County Code of Ordinances governing "Ethics in Public Contracting" or any similarly existing City ordinances.

18. NOTICES

18.01 All notices, consents, approvals, requests and other communications ("Notices") required or permitted under this Agreement must be given in writing and mailed by first-class mail and addressed as follows:

If to City:
Director of Parks
City of Detroit
1 Woodward
Detroit, Michigan 48226

If to the County:
Director of Parks
Wayne County Parks
33175 Ann Arbor Trail
Westland, Michigan 48185

and
Director
Wayne County Department of Public Services
400 Monroe, Suite 300
Detroit, Michigan 48226

18.02 All notices are deemed given on the day of mailing. Either party to this Agreement may change its address for the receipt of notices at any time by giving notice to the other as provided. Any notice given by a party must be signed by an authorized representative of such party.

18.03 Termination notices, change of address notices, and other notices of a legal nature, are an exception and must be sent by registered or certified mail, postage prepaid, return receipt requested.

19. WAIVER OF ANY BREACH

19.01 No failure by a party to insist upon the strict performance of any term of this Agreement or to exercise any term after a breach constitutes a waiver of any breach of term. No waiver of any breach affects or alters this Agreement, but every term of this Agreement remains effective with respect to any other then existing or subsequent breach.

20. SEVERABILITY OF PROVISIONS

20.01 If any provision of this Agreement or the application to any person or circumstance is, to any extent, judicially determined to be invalid or unenforceable, the remainder of this Agreement, or the application of the provision to persons or circumstances other than those as to which it is invalid or unenforceable, is not affected and is enforceable.

21. MERGER CLAUSE

21.01 This Agreement, including the Exhibits contains the entire agreement between the parties and all prior negotiations and agreements are merged in this document. Neither party has made any representations except those expressly set forth in this Agreement. No rights or remedies are, or will be acquired by either party by implication or otherwise unless set forth herein.

21.02 This Agreement may be executed in counterparts, each of which will be deemed an original but all of which together will constitute one agreement.

22. JURISDICTION AND LAW

22.01 This Agreement, and all actions arising from it, must be governed by, subject to, and construed according to the laws of the State of Michigan. Each party consents to the personal jurisdiction of any competent court in Wayne County, Michigan, for any action arising out of this Agreement. Each party will not commence any action against the other because of any matter arising out of this Agreement, in any courts other than those in the County of Wayne, State of Michigan unless original jurisdiction is in the United States District Court for the Eastern District of Michigan, Southern Division, the Court of Claims, the Michigan Supreme Court or the Michigan Court of Appeals.

23. MISCELLANEOUS

23.01 It is mutually understood and agreed that neither of the parties hereto shall be held responsible for damages occasioned by delay or failure to perform where due to fire, strike, flood, acts of God, unavailability of labor, material, legal acts of public authorities, or delays caused by public carriers or third person (including contractors or subcontractors) which cannot reasonably be foreseen or provided against.

23.02 The parties agree that upon termination of this Agreement, the following sections shall survive termination and shall remain in full force and effect: 5.02; 11; 12; 13; 14 and 22.

23.03 The term "County" includes the Charter County of Wayne and all other associated, affiliated, or subsidiary departments or divisions now existing or to be created, their agents, and employees.

23.04 This Agreement must not be construed as a waiver of any governmental immunity the County or City, or any of their agencies, or employees, has as provided by statute or modified by court decisions.

23.05 The headings of the articles in this Agreement are for convenience only and must not be used to construe or interpret the scope or intent of this Agreement or in any way affect this Agreement.

24. AUTHORIZATION AND CAPABILITY

24.01 This Agreement has been approved, as evidenced by the attached Resolutions adopted by the Detroit City Council and the County Commission and executed by the County Executive and the Mayor of the City. Copies of such resolutions shall be attached to this Agreement.

24.02 Each party warrants that the person signing this Agreement is authorized to sign on behalf of its principal and is empowered to bind its principal to this Agreement.

25. SIGNATURE

25.01 The County and City, by their authorized officers and representatives have executed this Agreement as of the dates written below.

[SIGNATURES ON THE FOLLOWING PAGE]

City of Detroit

Bringard-Boulder Park (District 1), Hansen Playground (District 1), Brookins Park (District 1), Voight Park (District 2), Castador Park, District 2, Knudsen Playlot (District 5), Comstock Park (District 6) and Rouge Park (District 7)

County Commission approved
and execution authorized by Resolution

No. _____

Date: _____

CHARTER COUNTY OF WAYNE

By: _____

Warren C. Evans

Its: County Executive

Date: _____

STATE OF MICHIGAN)

)

COUNTY OF WAYNE)

This document was acknowledged before me on _____ by Warren C. Evans, on behalf of the Charter County of Wayne.

Notary Public, Wayne County, Michigan
County of Wayne, State of Michigan
My Commission Expires: _____
Acting in Wayne County

City of Detroit

Bringard-Boulder Park (District 1), Hansen Playground (District 1), Brookins Park (District 1), Voight Park (District 2), Castador Park, District 2), Knudsen Playlot (District 5), Comstock Park (District 6) and Rouge Park (District 7)

<p>Detroit City Council approved and execution authorized by Resolution</p> <p>No. _____</p> <p>Date: _____</p>	<p>CITY OF DETROIT</p> <p>By: <u>Michael Duggan</u></p> <p>Michael Duggan</p> <p>Its: Mayor</p> <p>Date: _____</p>
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STATE OF MICHIGAN)
)
 COUNTY OF WAYNE)

This document was acknowledged before me on _____ by
Michael Duggan on behalf of the City of Detroit.

 Notary Public,
 County of Wayne, State of Michigan
 My Commission Expires: _____
 Acting in Wayne County

APPROVED AS TO FORM:
 By: /s/Raynard O. Jones
 DEPT OF CORPORATION COUNSEL
 #32810v.1 (10/23/2019)

12

MEMORANDUM

TO: Jo Anne G. Mondowney, Executive Director

THRU: Council President Brenda Jones

FROM: Council Member Janee' Ayers, Vice Chair
Public Health and Safety Standing Committee

DATE: February 3, 2020

RE: Detroit Main Library

Our office has received complaints regarding the hours of operation for the main library. Specifically, that the library is now closed on Monday. Please provide insight as to why the library is now closed on Monday's. Further, I would like to inquire about what kind of after school activities the library provides for children.

Thank you,

Janee' Ayers
Detroit City Council

Formal Session

3-10-20

Referrals

**PUBLIC HEALTH
AND SAFETY
STANDING
COMMITTEE**

13

OFFICE OF CONTRACTING
AND PROCUREMENT

March 4, 2020

HONORABLE CITY COUNCIL:

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

3041206 100% City Funding – To Provide Residential Demolition Services for Beniteau Group 10.28.19 (33 Properties). – Contractor: Detroit Next, Inc. – Location: 1001 Woodward Avenue Suite 500, Detroit, MI 48226 – Contract Period: Upon City Council Approval through March 2, 2021 – Total Contract Amount: \$614,447.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER **SHEFFIELD**

RESOLVED, that Contract No. 3041206 referred to in the foregoing communication dated March 4, 2020, be hereby and is approved.

14

OFFICE OF CONTRACTING
AND PROCUREMENT

March 4, 2020

HONORABLE CITY COUNCIL:

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

3041457 100% City Funding – To Provide Residential Demolition Services for Group 11.25.19 (9 Properties) for the Bridging Neighborhoods Program. – Contractor: RDC Construction Services – Location: 100 Riverfront Drive, Unit 2610, Detroit, MI 48226 – Contract Period: Upon City Council Approval through March 2, 2021 – Total Contract Amount: \$154,072.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER SHEFFIELD

RESOLVED, that Contract No. 3041457 referred to in the foregoing communication dated March 4, 2020, be hereby and is approved.

15

**OFFICE OF CONTRACTING
AND PROCUREMENT**

March 4, 2020

HONORABLE CITY COUNCIL:

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

3041339 100% UTGO Bond Funding – To Provide Eleven (11) Radio's with Accessories, for Police Dispatch via MiDeal 071B2200101. – Contractor: Motorola Solutions, Inc. – Location: 500 W Monroe Street, Chicago, IL 60661 – Contract Period: Upon City Council Approval through September 30, 2020 – Total Contract Amount: \$68,888.60. **POLICE**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER **BENSON**

RESOLVED, that Contract No. 3041339 referred to in the foregoing communication dated March 4, 2020, be hereby and is approved.

16

OFFICE OF CONTRACTING
AND PROCUREMENT

March 4, 2020

HONORABLE CITY COUNCIL:

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

3041351 100% City Funding – To Provide Ballistic Door Panels. – Contractor: Canfield Equipment Service, Inc. – Location: 21533 Mound Road, Warren, MI 48091 – Contract Period: Upon City Council Approval through June 1, 2020 – Total Contract Amount: \$40,056.00. **POLICE**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER **BENSON**

RESOLVED, that Contract No. 3041351 referred to in the foregoing communication dated March 4, 2020, be hereby and is approved.



**OFFICE OF CONTRACTING
AND PROCUREMENT**

March 4, 2020

HONORABLE CITY COUNCIL:

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

3041478 100% Grant Funding – To Provide One Hundred Eighty Three (183) Motorola APX6000 Mobile Radios, Accessories and Maintenance Services via MiDeal 190000001544. – Contractor: Motorola Solutions, Inc. – Location: 500 W Monroe Street, Chicago, IL 60661 – Contract Period: Upon City Council Approval through May 1, 2020 – Total Contract Amount: \$813,402.05. **POLICE**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER **BENSON**

RESOLVED, that Contract No. 3041478 referred to in the foregoing communication dated March 4, 2020, be hereby and is approved.

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OFFICE OF CONTRACTING
AND PROCUREMENT

March 4, 2020

HONORABLE CITY COUNCIL:

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

3041150 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 611 S Green. – Contractor: SC Environmental Services, LLC – Location: 1234 Washington Boulevard 5th Floor, Detroit, MI 48226 – Contract Period: Upon City Council Approval through February 25, 2021 – Total Contract Amount: \$14,490.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER BENSON

RESOLVED, that Contract No. 3041150 referred to in the foregoing communication dated March 4, 2020, be hereby and is approved.

19

**OFFICE OF CONTRACTING
AND PROCUREMENT**

March 4, 2020

HONORABLE CITY COUNCIL:

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

3041532 100% City Funding – To Provide an Emergency Demolition for the Following Residential Properties, 14451 Camden and 14184 Cedargrove. – Contractor: SC Environmental Services, LLC – Location: 1234 Washington Boulevard 5th Floor, Detroit, MI 48226 – Contract Period: Upon City Council Approval through February 25, 2021 – Total Contract Amount: \$25,990.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER **BENSON**

RESOLVED, that Contract No. 3041532 referred to in the foregoing communication dated March 4, 2020, be hereby and is approved.

20

**OFFICE OF CONTRACTING
AND PROCUREMENT**

March 4, 2020

HONORABLE CITY COUNCIL:

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

3041533 100% City Funding – To Provide an Emergency Demolition for the Following Residential Properties, 3444 Anderson, 5167 Cooper, 1401 Drexel, 5637 Fairview and 3153 Newport. – Contractor: SC Environmental Services, LLC – Location: 1234 Washington Boulevard 5th Floor, Detroit, MI 48226 – Contract Period: Upon City Council Approval through February 25, 2021 – Total Contract Amount: \$65,445.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER **BENSON**

RESOLVED, that Contract No. 3041533 referred to in the foregoing communication dated March 4, 2020, be hereby and is approved.

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**OFFICE OF CONTRACTING
AND PROCUREMENT**

March 4, 2020

HONORABLE CITY COUNCIL:

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

3041654 100% City Funding – To Provide an Emergency Demolition for the Following Residential Properties, 14623 Eastwood, 14656 Eastwood, 14818 Fordham, 14824 Fordham and 14825 Fordham. – Contractor: RDC Construction Services – Location: 100 Riverfront Drive, Unit 2610, Detroit, MI 48226 – Contract Period: Upon City Council Approval through February 16, 2021 – Total Contract Amount: \$58,600.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER **BENSON**

RESOLVED, that Contract No. 3041654 referred to in the foregoing communication dated March 4, 2020, be hereby and is approved.

OFFICE OF CONTRACTING
AND PROCUREMENT

22

March 4, 2020

HONORABLE CITY COUNCIL:

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

3041749 100% City Funding – To Provide an Emergency Demolition for the Following Residential Properties, 7562 Arcola, 7566 Arcola and 7575 Arcola. – Contractor: SC Environmental Services, LLC – Location: 1234 Washington Boulevard 5th Floor, Detroit, MI 48226 – Contract Period: Upon City Council Approval through February 18, 2021 – Total Contract Amount: \$29,994.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER **BENSON**

RESOLVED, that Contract No. 3041749 referred to in the foregoing communication dated March 4, 2020, be hereby and is approved.

23

**OFFICE OF CONTRACTING
AND PROCUREMENT**

March 4, 2020

HONORABLE CITY COUNCIL:

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

3041755 100% City Funding – To Provide an Emergency Demolition for the Commercial Property, 3336 Junction. – Contractor: SC Environmental Services, LLC – Location: 1234 Washington Boulevard 5th Floor, Detroit, MI 48226 – Contract Period: Upon City Council Approval through February 18, 2021 – Total Contract Amount: \$19,958.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER **BENSON**

RESOLVED, that Contract No. 3041755 referred to in the foregoing communication dated March 4, 2020, be hereby and is approved.

OFFICE OF CONTRACTING
AND PROCUREMENT

24

March 4, 2020

HONORABLE CITY COUNCIL:

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

3041804 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 1942 Lamothe. – Contractor: RDC Construction Services – Location: 100 Riverfront Drive, Unit 2610, Detroit, MI 48226 – Contract Period: Upon City Council Approval through February 18, 2021 – Total Contract Amount: \$19,950.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER **BENSON**

RESOLVED, that Contract No. 3041804 referred to in the foregoing communication dated March 4, 2020, be hereby and is approved.

25

**OFFICE OF CONTRACTING
AND PROCUREMENT**

March 4, 2020

HONORABLE CITY COUNCIL:

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

3041806 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 18657 Syracuse. – Contractor: Inner City Contracting, LLC – Location: 18701 Grand River, Detroit, MI 48223 – Contract Period: Upon City Council Approval through March 9, 2021 – Total Contract Amount: \$13,995.00.
HOUSING AND REVITALIZATION

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER **BENSON**

RESOLVED, that Contract No. 3041806 referred to in the foregoing communication dated March 4, 2020, be hereby and is approved.

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**OFFICE OF CONTRACTING
AND PROCUREMENT**

March 4, 2020

HONORABLE CITY COUNCIL:

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

3041899 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 3451 Rohns. – Contractor: RDC Construction Services – Location: 100 Riverfront Drive, Unit 2610, Detroit, MI 48226 – Contract Period: Upon City Council Approval through February 23, 2021 – Total Contract Amount: \$12,000.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER **BENSON**

RESOLVED, that Contract No. 3041899 referred to in the foregoing communication dated March 4, 2020, be hereby and is approved.

OFFICE OF CONTRACTING
AND PROCUREMENT

March 4, 2020

HONORABLE CITY COUNCIL:

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

3041929 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 5964 Hereford, 7557, 7574, 7580 Arcola. – Contractor: SC Environmental Services, LLC – Location: 1234 Washington Boulevard 5th Floor, Detroit, MI 48226 – Contract Period: Upon City Council Approval through March 16, 2021 – Total Contract Amount: \$45,457.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER BENSON

RESOLVED, that Contract No. 3041929 referred to in the foregoing communication dated March 4, 2020, be hereby and is approved.

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OFFICE OF CONTRACTING
AND PROCUREMENT

March 4, 2020

HONORABLE CITY COUNCIL:

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

3041931 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 5424, 5451 Mitchell, 9834 Chenlot and 5109 Hillsboro. – Contractor: SC Environmental Services, LLC – Location: 1234 Washington Boulevard 5th Floor, Detroit, MI 48226 – Contract Period: Upon City Council Approval through March 16, 2021 – Total Contract Amount: \$63,180.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER **BENSON**

RESOLVED, that Contract No. 3041931 referred to in the foregoing communication dated March 4, 2020, be hereby and is approved.

29

**OFFICE OF CONTRACTING
AND PROCUREMENT**

March 4, 2020

HONORABLE CITY COUNCIL:

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

3041937 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 16028 Chicago. – Contractor: SC Environmental Services, LLC – Location: 1234 Washington Boulevard 5th Floor, Detroit, MI 48226 – Contract Period: Upon City Council Approval through February 24, 2021 – Total Contract Amount: \$14,492.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER **BENSON**

RESOLVED, that Contract No. 3041937 referred to in the foregoing communication dated March 4, 2020, be hereby and is approved.

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OFFICE OF CONTRACTING
AND PROCUREMENT

March 4, 2020

HONORABLE CITY COUNCIL:

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

3041945 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 15479 Lahser. – Contractor: SC Environmental Services, LLC – Location: 1234 Washington Boulevard 5th Floor, Detroit, MI 48226 – Contract Period: Upon City Council Approval through February 24, 2021 – Total Contract Amount: \$13,996.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER **BENSON**

RESOLVED, that Contract No. 3041945 referred to in the foregoing communication dated March 4, 2020, be hereby and is approved.

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**OFFICE OF CONTRACTING
AND PROCUREMENT**

March 4, 2020

HONORABLE CITY COUNCIL:

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

3041946 100% City Funding – To Provide an Emergency Demolition for the Following Residential Properties, 12526 Loretto and 8091 Stockton. – Contractor: Dore & Associates Contracting, Inc. – Location: 400 Harry S Truman Parkway, Bay City, MI 48706 – Contract Period: Upon City Council Approval through February 24, 2021 – Total Contract Amount: \$28,000.00.. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER **BENSON**

RESOLVED, that Contract No. 3041946 referred to in the foregoing communication dated March 4, 2020, be hereby and is approved.

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OFFICE OF CONTRACTING
AND PROCUREMENT

March 4, 2020

HONORABLE CITY COUNCIL:

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

3041972 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 6635 Army. – Contractor: Dore & Associates Contracting, Inc. – Location: 400 Harry S Truman Parkway, Bay City, MI 48706 – Contract Period: Upon City Council Approval through February 25, 2021 – Total Contract Amount: \$14,890.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER **BENSON**

RESOLVED, that Contract No. 3041972 referred to in the foregoing communication dated March 4, 2020, be hereby and is approved.

33

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

City of Detroit
CITY COUNCIL

LEGISLATIVE POLICY DIVISION
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Detroit, Michigan 48226

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Christopher Gulock, AICP
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Anne Marie Langan
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Kim Newby
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Jennifer Reinhardt
Sabrina Shockley
Thomas Stephens, Esq.
David Teeter
Theresa Thomas
Kathryn Lynch Underwood
Ashley A. Wilson

TO: The Honorable City Council
FROM: David Whitaker, Director
Legislative Policy Division Staff
DATE: February 28, 2020
RE: Regulations for Commercial Donation Containers

LPD was tasked by Council member Tate to write a report exploring any existing regulations in the Detroit City Code that could possibly address the unkempt condition of donation drop boxes and explore if the City has any authority to restrict or prohibit their placement throughout the city.

BACKGROUND

Donation drop box bins began appearing in cities across the nation in the early 2000s. The bins aren't necessarily owned by local charities. Some of the bins are owned by non-profits, others are owned by private for-profit businesses that may donate, resell, or recycle the donated clothes locally or around the world. Some for-profit organizations license the use of the name of a charity for a fee; but little or none of the contents inside the bins are given to the charity named, which is considered misleading advertising¹. Many of the organizations placing the bins are headquartered in other cities or other states², which may lead to some of the bins eventually becoming improperly maintained due to inattentiveness.

The City has the right to remove any donation bins that are on public property. Therefore, many organizations that use donation bins avoid removal by paying a private commercial business to park the

¹ Nessel, Dana. "Clothing Donation Bins - Donor Beware." *AG - Clothing Donation Bins - Donor Beware*, Michigan Department of Attorney General, 2016, www.michigan.gov/ag/0,4534,7-359-81903_20942-399787--,00.html.

² Bitely, Andrea, and Megan Hawthorne. "Schuette: Dearborn-Based Fundraiser to Pay \$35k for Improperly Operating Clothing Donation Bins." *AG - Schuette: Dearborn-Based Fundraiser to Pay \$35k for Improperly Operating Clothing Donation Bins*, Michigan Department of Attorney General, 28 Feb. 2017, www.michigan.gov/ag/0,4534,7-359-405859--,00.html.

bins on their property. However, some of the organizations have simply dropped-off their bins overnight without permission from the property owner³.

CITY CODE

The City currently does not have any standards in the City Code that directly regulates the use of donation drop-boxes. However, the City's Property Code Maintenance Code prohibits the accumulation of debris on the exterior of property⁴. This regulation may be used to require the removal of items that are not contained within the donation box.

LEGAL IMPLICATIONS

An ordinance cannot completely ban the use of the bins, because it would violate the organization's constitutional first amendment rights to free speech⁵. However, an ordinance may restrict the placement of the bins. Two such ordinances have been upheld in Ypsilanti Township, MI and Oakland, CA⁶. Both regulated the placement of the bins, as opposed to a complete ban. Oakland, CA approved a new ordinance regulating the design, operation standards (permits, scheduled pickups), and geographic location limitations of the donation bins (see: attached ordinance). While, Ypsilanti Township, MI maintained control over the proliferation of donation bins using a pre-existing ordinance⁷ that stated, a property owner must obtain approval from the Township's Planning Commission to make any site plan changes to their property, which would include the installation of the bins. The city of Detroit does not have a similar site approval process that can be used to regulate donations bins, but the City may create regulations similar to Oakland's ordinance⁸. Since then, Ypsilanti Township has also approved an ordinance to regulate the use of donation bins⁹.

ORDINANCE RECOMMENDATIONS

- 1) Bins are only allowed on pavement, on private property, with written (notarized) permission from the property owner.
- 2) Bins that did not get permission from owner or are not properly maintained, can be removed by the property owner within 10 days of notifying the bin owner of its condition.
- 3) Limit the number of bins within a location, such as only 1 or 2 per site, each site has to be at least 1,000 feet apart, and specify the types of properties a bin can be located.
- 4) Require permits that are renewed annually.
- 5) Donated items must be picked up once a week or a pre-approved schedule determined at site plan approved at site plan review.
- 6) Any damaged or vandalized bins must be repaired or removed within 24 - 48 hours.
- 7) Must list the following information on the outside of the box: name and telephone number of the owner/operator, who's responsible for removing any junk that's left, the kinds of items sought for donations and a statement prohibiting liquids and dumping.
- 8) If the owner does not follow the regulations, then the city would be able to confiscate and recycle them or fine the owner after a certain amount of time has lapsed (usually 30 days).

³ Bernstein, Sharon. "Battle Erupts in California over Clothes Donation Bins." Reuters, Thomson Reuters, 6 Apr. 2013, www.reuters.com/article/usa-charity-fight-idUSL2N0CR1OT20130406.

⁴ Detroit, Michigan, Municipal Code. Article XV – Property Maintenance Code. Division 4, Sec. 8-15-101.

⁵ *Planet Aid v. City of St. Johns, MI*, (6th Cir. 2015) 782 F.3d 318. Planet Aid is a non-profit donation bin organization headquartered in Maryland and has at least 2 known bins in Detroit.

⁶ *Recycle for change v. City of Oakland*, 856 F. 3d 666 (2017) & *Planet Aid v. Ypsilanti Township*, 26 F. Supp. 3d 683 (2014). Recycle for change is non-profit donation bin organization headquartered in Richmond, CA and does not have any donation bins in Michigan.

⁷ Ypsilanti Township, Michigan, Municipal Code. Site Plan review Sec 2115.

⁸ Oakland California, Municipal Code. Chapter 5.19 - Unattended Donation/ Collection Boxes.

⁹ Ypsilanti Township, Michigan, Municipal Code. Article VIII - Outdoor Collection Boxes

MICHIGAN STATE LAW

In 2010, Michigan's former Governor, Jennifer Granholm, added an amendment to the Charitable Organizations and Solicitations Act to address the use of donation bins¹⁰. The Act requires an organization that plans to solicit in Michigan to register and renew annually; it prohibits misleading advertisements on the outside of the bins; and all bins must have information regarding how the donations are distributed written on it. If the City believes an organization may be in violation of this Act, the City can make a complaint to the Michigan Attorney General's office or the prosecuting attorney for Wayne County to initiate an investigation.

Please, do not hesitate to call upon us if you have any questions or concerns.

¹⁰ Charitable Organization and Solicitations Act of 1975. Sec. 400.272 and Sec 400.289. 5 October 2010.

Chapter 5.19 - UNATTENDED DONATION/COLLECTION BOXES

Article I - General Provisions

5.19.010 - Purpose.

The purpose of these regulations is to promote the health, safety, and/or welfare of the public by providing minimum blight-related performance standards for the operation of unattended donation/collection boxes (UDCBs). This includes establishing criteria to ensure that material is not allowed to accumulate outside of the UDCBs, the UDCBs remain free of graffiti and blight, UDCBs are maintained in sanitary conditions, and residents and/or users are fully informed of those who operate the UDCBs so that they can be contacted if there are any blight-related questions or concerns.

(Ord. No. 13335, § 2(Exh. A), 10-20-2015)

5.19.020 - Conflicting provisions.

Where a conflict exists between the regulations or requirements in this chapter and applicable regulations or requirements contained in other chapters of the OMC, the applicable regulations or requirements of this chapter shall prevail.

(Ord. No. 13335, § 2(Exh. A), 10-20-2015)

5.19.030 - Violation.

Failure to comply with any of the provisions of this chapter is declared to be prima facie evidence of an existing violation, a continuing blight and a declared public nuisance and shall be abated by the Director in accordance with the provisions of this chapter. Any person in violation will be subject to administrative penalties, citations, civil action and/or other legal remedies.

(Ord. No. 13335, § 2(Exh. A), 10-20-2015)

5.19.040 - Responsibility.

The parcel owner and the UDCB operator (operator) have joint and several liability for blight-related conditions and/or compliance with this chapter, including fees, administrative citations, civil actions, and/or legal remedies relating to a UDCB. The parcel owner remains liable for any violation of duties imposed by this chapter even if the parcel owner has, by agreement, imposed on the operator the duty of complying with the provisions of this chapter.

(Ord. No. 13335, § 2(Exh. A), 10-20-2015)

5.19.050 - Definitions.

"Accessory activity" means an activity that is incidental to, and customarily associated with, a specified principal activity.

"Agent" means a person who is authorized by the parcel owner to act on their behalf to be the applicant for a UDCB permit. To be considered an agent, a person must be given express written authorization from the parcel owner on a form provided by the City to apply specifically for a UDCB permit. For the purpose of this chapter, a person who is only given general authorization to act on the behalf of a parcel owner for various activities and transactions in regards to a property is not considered an agent.

"Blight" or "nuisance" means the conditions as set forth in Oakland Municipal Code Section 8.24.020.

"Building Official" means the Director of the Bureau of Building and his or her successor in title and his or her designees.

"Bureau of Building" and "Bureau of Planning" includes their successors in title, if any.

"Director" means the Director of the Bureau of Planning and Building and his or her successor in title and his or her designees.

"Donated/collected material" means salvageable personal property, such as clothing and books and household items that is collected for periodic transport off-site for processing or redistribution or both.

"Parcel owner" or "property owner" means the owner of real property on which a UDCB is or is proposed to be placed.

"Principal activity" means an activity that fulfills a primary function of an establishment,

institution, household, or other entity.

"Principal building" means a main building that is occupied a principal activity.

"UDCB operator" or "operator" means a person or entity who utilizes or maintains a UDCB to solicit donations/collections of salvageable personal property.

"UDCB permit" means the City of Oakland's annually renewable permit required to place, operate, maintain, or allow a UDCB within the Oakland City limits.

"Unattended donation/collection boxes" or "UDCBs" means unstaffed drop-off boxes, containers, receptacles, or similar facility that accept textiles, shoes, books and/or other salvageable personal property items to be used by the operator for distribution, resale, or recycling.

"Unpermitted UDCB" means a UDCB established either without a UDCB permit or with a UDCB permit that was issued in error or on the basis of incorrect or incomplete information supplied, or in violation of any law, ordinance, rule, or regulation.

(Ord. No. 13335, § 2(Exh. A), 10-20-2015)

Article II - UDCB Permit Requirement and Process

5.19.060 - Permit required for UDCBs.

- A. With the exception of UDCBs described in Subsection B, below, it is unlawful to place, operate, maintain or allow a UDCB on any real property unless the parcel owner/agent and/or operator first obtain an annually renewable UDCB permit from the City. A separate UDCB permit is required for each UDCB unless a second UDCB is required for overflow items per Subsection 5.19.120(H), in which case the permit for the first UDCB can include the second UDCB on a parcel.
- B. UDCBs that are either enclosed within a principal building or are accessory to a principal activity on a property owned or leased by the bin operator shall not require a UDCB permit. However, UDCBs that are accessory to a principal activity on a property owned or leased by the bin operator shall meet all other requirements of this chapter except the requirements contained in Subsection 5.19.120(A), (B) and/or (C).

- C. The UDCB permit applicant shall be the UDCB operator and the permit may not be transferred, conveyed or otherwise assigned to another person or entity.
- D. Decisions regarding UDCB permit applications shall be made by the Director and the Director shall be considered the investigating official acting for the City Administrator.

(Ord. No. 13335, § 2(Exh. A), 10-20-2015)

5.19.070 - Application requirements.

The UDCB permit application shall be made on a form provided by the Bureau of Planning and Zoning. All applications shall be filed with the Bureau of Planning and Zoning and shall include:

- A. A signed agreement stating that the parcel owner/agent and operator will abide by all the processes and requirements described in this chapter and an expedited code enforcement process;
- B. A non-refundable application fee in an amount set by the master fee schedule;
- C. For permit applications for existing UDCBs, a signed affidavit, under penalty of perjury, stating that the UDCB existed at the proposed location prior to the adoption of Ordinance No. 13225 C.M.S. on April 22, 2014;
- D. A signed authorization from the parcel owner/agent to allow placement of the UDCB;
- E. A signed acknowledgement of responsibility from the parcel owner/agent and the operator for joint and several liability for violations of conditions or regulations, and/or blight relating to the UDCB;
- F. Proof of general liability insurance of at least \$1,000,000.00 covering the applicant's UDCB and naming the City of Oakland as an additional insured;
- G. For nonprofit operators, evidence that the nonprofit has been registered as a non-profit organization with the City of Oakland, is recognized by the Internal Revenue Service as such, and complies with California Welfare and Institutions Code Section 148 et seq. as it may be amended;
- H. For for-profit operators, proof of an active business tax certificate with the City of Oakland;

- I. The name, address, email, website (if available) and telephone number of the UDCB operator and parcel owner, including 24-hour contact information;
- J. A vicinity map showing 1) the proposed location of the UDCB; and 2) the distance between the site and all existing UDCBs within 1,000 feet of the proposed UDCB location;
- K. Photographs of the location and adjacent properties;
- L. A site plan containing:
 - 1. Location and dimensions of all parcel boundaries;
 - 2. Location of all buildings;
 - 3. Proposed UDCB location;
 - 4. Distance between the proposed UDCB and parcel lines buildings; and
 - 5. Location and dimension of all existing and proposed driveways, garages, carports, parking spaces, maneuvering aisles, pavement and striping/markings;
- M. Elevations showing the appearance, materials, and dimensions of the UDCB, including the information required in this chapter to be placed on the UDCB and notice sign;
- N. A description and/or diagram of the proposed locking mechanism of the UDCB;
- O. A maintenance plan (including graffiti removal, pick-up schedule, and litter and trash removal on and around the UDCB) that is sufficient to prevent/eliminate blight-related conditions; and
- P. Any other reasonable information regarding time, place, and manner of UDB operation, placement, and/or maintenance that the Director requires to evaluate the proposal consistent with the requirements of this chapter.

(Ord. No. 13335, § 2(Exh. A), 10-20-2015)

5.19.080 - UDCB permit expiration and renewal.

- A. Unless renewed as described in Subsection B, below, each UDCB permit shall expire and become null and void annually on the anniversary of its date of issuance.
- B.

A UDCB operator may apply for permit renewal by submitting to the Bureau of Planning at least one month prior to the expiration of the active UDCB permit. The UDCB permit renewal application shall be made on a form provided by the Bureau of Planning and Zoning. All applications shall be filed with the Bureau of Planning and Zoning and shall include:

1. A signed agreement stating that the parcel owner/agent and operator will abide by all the processes and requirements described in this chapter and an expedited code enforcement process;
2. Photographs of the existing UDCB;
3. A non-refundable application fee in an amount set by the master fee schedule;
4. A signed authorization from the parcel owner/agent to allow placement of the UDCB;
5. A signed acknowledgement of responsibility from the parcel owner/agent and the operator for joint and several liability for violations of conditions or regulations, and/or blight relating to the UDCB;
6. Proof of general liability insurance of at least \$1,000,000.00 covering the applicant's UDCB and naming the City of Oakland as an additional insured;
7. For nonprofit operators, evidence that the nonprofit has been registered as a non-profit organization with the City of Oakland, is recognized by the Internal Revenue Service as such, and complies with California Welfare and Institutions Code Section 148 et seq. as it may be amended;
8. For for-profit operators, proof of an active business tax certificate with the City of Oakland;
9. Name and telephone number of any entity that may share or profit from items collected via the UDCB;
10. The name, address, email, website (if available) and telephone number of the UDCB operator and parcel owner, including 24-hour contact information; and
11. Any other reasonable information regarding time, place, and manner of UDB operation, placement, and/or maintenance that the Director requires to evaluate the proposal consistent with the requirements of this chapter.

C.

The Director shall either approve or deny the renewal of a UDCB permit within 60 days of receipt of the complete renewal application and payment of the renewal fee. The failure of the Bureau of Planning to act within this timeframe shall constitute approval of the UDCB permit renewal.

- D. The Director shall approve the renewal of a UDCB permit if he or she finds that no circumstances existed during the term of the UDCB permit or existed at any time during the review of the application for renewal that are inconsistent with any criteria required for approval of a new UDCB permit as specified in Section 5.19.090 or that would justify the revocation of the UDCB permit as specified in Subsection 5.19.170(G).
- E. See Section 5.19.110 for the appeal and petition processes for UDCB permit decisions, including decisions regarding renewal.

(Ord. No. 13335, § 2(Exh. A), 10-20-2015)

5.19.090 - Requirements for the approval and renewal of a UDCB permit.

The Director shall not issue a UDCB permit or renewal unless each of the following is true:

- A. The applicant has submitted a complete and accurate application accompanied by the applicable fee;
- B. There are no open citations, unpaid fines or unresolved violations or complaints related to any UDCB managed by the proposed operator;
- C. All existing unpermitted UDCBs that are managed by the proposed operator have been removed;
- D. Reserved.
- E. Any verified blight on the subject property has been abated and any case of a complaint to the City regarding blighted conditions on the subject property has been closed; and
- F. The proposal is consistent with all the requirements of this chapter.
- G. For renewals, the site does not have a history of being an attractive nuisance even if incidents of blight were abated. For the purpose of this subsection, "history of attractive nuisance" means three verified blight complaints in the previous 12 months.

(Ord. No. 13335, § 2(Exh. A), 10-20-2015)

5.19.100 - Time limit for final decision.

The Director shall provide a written decision regarding the placement of a UDCB within 60 days of the submission of a complete application for a UDCB permit.

(Ord. No. 13335, § 2(Exh. A), 10-20-2015)

5.19.110 - Appeal and petition processes.

- A. Within ten calendar days after the date of a decision by the Director on an application for a UDCB permit or a renewal of such, an appeal from said decision must be filed by the applicant or any other interested party. The appeal shall be submitted to the Bureau of Planning at 250 Frank H. Ogawa Plaza, 2nd Floor, Oakland, CA 94612. In the event the last date of appeal falls on a weekend or holiday when City offices are closed, the next date such offices are open for business shall be the last date of appeal. Such appeal shall be made on a form prescribed by the Bureau of Planning and shall be filed with such Department, along with the appropriate fees required by the City's master fee schedule. The appeal application must be complete and shall state specifically wherein it is claimed there was an error or abuse of discretion by the Director or wherein his or her decision is not supported by the evidence in the record. The appeal itself must raise each and every issue that is contested, along with all the arguments and evidence in the record, which supports the basis of the appeal; failure to do so will preclude the appellant from raising such issues during the appeal and/or in court.

If a hearing is held on the appeal, then during such hearing, the appellant will be limited to issues and/or evidence previously raised in the appeal itself. The appellant shall not be permitted to present any other issues and/or oral, written and/or documentary evidence during the appeal process.

In considering the appeal, the City Administrator shall determine whether the proposal conforms to the requirements of this chapter, and may grant or deny a permit or require such changes in the proposed use or impose such reasonable conditions of approval as are in its judgment necessary to ensure conformity to said criteria. The written decision of the City Administrator shall be final and shall be made within 60 days of the submission of the appeal.

B.

The applicant seeking placement of a UDCB which would be affected by this chapter and who contends that the ordinance as applied to him or her would be unlawful under and/or conflict with federal, state, or local law or regulation, must submit a petition to the City Administrator requesting relief from the ordinance. Petitions must be on the appeal form provided by the Bureau of the Planning and submitted to the Bureau at 250 Frank H. Ogawa Plaza, Suite 2114. Failure to submit such a petition will preclude such person from challenging the ordinance as applied in court. The Petition shall identify the name and address of the applicant and property owner, the affected application number, and shall state specifically and completely how the ordinance as applied to him or her would be unlawful under and/or in conflict with federal, state, or local law or regulation, and shall include payment of fees in accordance with the City's master fee schedule. Failure to raise each and every issue that is contested in the petition and provide appropriate supporting evidence will be grounds to deny the petition and will also preclude the petitioner from raising such issues in court.

If a hearing is held on the petition, then during such hearing, the petitioner will be limited to issues and/or evidence previously raised in the petition itself. The petitioner shall not be permitted to present any other issues and/or oral, written and/or documentary evidence during the petition process.

Within 60 calendar days of receipt of the completed petition, the City Administrator, or designee, shall mail to the applicant a written determination accepting or rejecting the petition. The written decision of the City Administrator is final. The City Administrator will utilize reasonable time, place and manner criteria to determine if the petition should be granted or denied consistent with this chapter. If the petition is granted, the City may impose reasonable time, place and manner-related conditions on the UDCB consistent with this chapter.

(Ord. No. 13335, § 2(Exh. A), 10-20-2015)

Article III - Standards and Requirements

5.19.120 - Location.

- A. No UDCB shall be located within 1,000 feet from any other UDCB, except those described in Subsection 5.19.060(B).

- B. With the exception of areas described in Subsection (C), below, UDCBs are only allowed to be located in the following zones, which are designated in the zoning maps described in Chapter 17 of the Oakland Municipal Code:
1. CC-1 and CC-2;
 2. CN-4;
 3. CR-1;
 4. D-BV-2 and D-BV-3;
 5. C-40 and C-45;
 6. S-1 and S-2;
 7. D-KP-1, D-KP-2, and D-KP-3;
 8. D-CE-1, D-CE-2, D-CE-4, D-CE-5, and D-CE-6;
 9. D-BV-1, D-BV-3, and D-BV-4; or
 10. All industrial zones.
- C. No UDCBs are permitted within 300 feet of International Boulevard.
- D. A UDCB is only permitted on a lot that also contains a principal building that contains at least one operating business, occupied residential unit, or other ongoing activity, not including a surface auto fee parking commercial activity as defined in Chapter 17.10 of the Oakland Municipal Code.
- E. UDCBs are prohibited within any of the following locations:
1. Fifteen feet from lots that lie in a hillside residential, detached unit residential, or mixed housing type residential zone as designated in the City's zoning maps;
 2. The public right-of-way and 20 feet of the public right-of-way;
 3. Five feet from any property line; or
 4. Landscaping.
- F. UDCBs cannot block or impede access to:
1. Required parking or driveways;
 2. Pedestrian routes;
 3. Emergency vehicle routes;
 4. Building ingress and egress;
 5. Required handicapped accessibility routes;

6. Required easements; or
 7. Trash enclosure areas or access to trash bins/trash enclosures.
- G. UDCBs cannot impede the functioning of exhaust, ventilation, or fire extinguishing systems.
- H. No more than one UDCB is permitted per parcel unless documented evidence is submitted to the Director that a second bin is required due to the volume of items delivered to the site. A UDCB must be operating at a site for at least 90 days in order to establish that a second bin is required. Both UDCBs shall have the same operator. No fee is required to submit an application for this second bin.
- I. The donation/collection area must be visible from the principal building and be no more than ten feet from a continually operating light source of at least one foot candle.

(Ord. No. 13335, § 2(Exh. A), 10-20-2015)

5.19.130 - Physical attributes.

- A. UDCBs shall:
1. Be fabricated of durable and waterproof materials;
 2. Be placed on ground that is paved with durable cement;
 3. Have a collection opening that has a tamper-resistant locking mechanism;
 4. Be more than 82 inches high, 60 inches wide and 50 inches deep;
 5. Not be electrically or hydraulically powered or otherwise mechanized;
 6. Not be a fixture of the site or considered an improvement to real property;
and
 7. Have the following information conspicuously displayed on at least two-inch type visible from the front on the UDCB:
 - i. The name, address, 24-hour telephone number, and, if available, the Internet Web address, and email address of the owner and operator of the UDCB and the parcel owner/owner agent;
 - ii. Address and parcel number of the site;
 - iii. Instructions on the process to register a complaint regarding the UDCB to the City Code Enforcement Division;
 - iv. The type of material that may be deposited;

- v. A notice stating that no material shall be left outside the UDCB;
 - vi. The pickup schedule for the UDCB;
 - vii. A City approved identification system that identifies the box as being properly permitted by the City;
 - viii. If the UDCB is owned by a nonprofit organization:
 - A. A statement describing the charitable cause that will benefit from the donations;
 - B. The Federal Tax identification number of the nonprofit organization operating the UDCB; and
 - C. The statement "This collection box is owned and operated by a nonprofit organization."
 - ix. If the UDCB is owned by a for-profit entity:
 - a. "This donation is not tax deductible." and
 - b. "This collection box is owned and operated by a for-profit organization."
- B. The parcel containing the UDCB shall display a sign with text in at least two-inch typeface stating that no material shall be left outside the UDCB. This sign shall be installed at a visually conspicuous location within a radius of 20 feet from the UDCB.

(Ord. No. 13335, § 2(Exh. A), 10-20-2015)

5.19.140 - Maintenance.

- A. No blight shall be within 20 feet of the UDCB including, but not limited to donation/collection overflow, litter, debris, and dumped material.
- B. UDCBs shall be maintained and in good working order. Items to be repaired, removed, and/or abated include, but are not limited to graffiti, removed or damaged signs and notifications, peeling paint, rust, and broken collection operating mechanisms.
- C. UDCBs shall be serviced not less than weekly between 7:00 a.m. and 7:00 p.m. on weekdays and 10:00 a.m. and 6:00 p.m. on weekends. This servicing includes the removal of donated/collected material and abatement of the blight described this section.

- D. The operator shall maintain an active email address and a 24-hour telephone service with recording capability for the public to register complaints.
- E. UDCBs cannot be used for the collection of solid waste and/or any hazardous materials.

(Ord. No. 13335, § 2(Exh. A), 10-20-2015)

5.19.150 - Liability.

Applicants and/or owner/owners agent shall maintain a minimum general liability insurance of \$1,000,000.00 for the duration of the operation of a UDCB at each site, to cover any claims or losses due to the placement, operation, or maintenance of the UDCB and naming the City of Oakland as additional insured.

(Ord. No. 13335, § 2(Exh. A), 10-20-2015)

5.19.160 - AB 939 Reporting.

Permitted UDCB operators shall be required to report annually the tonnage collected from their UDCBs within the City, including a breakdown by material type, whether the materials were reused or recycled, and any other information needed by the City to comply with AB 939. This information must be available to the City within 60 days of the end of the calendar year. Failure to report will be grounds for revocation of the UDCB permit.

(Ord. No. 13335, § 2(Exh. A), 10-20-2015)

Article IV - Code Enforcement

5.19.170 - Compliance process.

- A. Whenever the Building Official determines that a UDCB with a valid permit does not conform to any requirement in this chapter he/she shall promptly notify the parcel owner/agent and UDCB operator through electronic mail of the violation. The violation must be abated and proof of such submitted to the City within 72 hours after receipt of such notification.
- B.

If an unpermitted UDCB is not within a permissible geographic area according to Section 5.19.120, then both the UDCB and any blight within 20 feet of the UDCB shall be removed within 72 hours after the parcel owner/agent and UDCB operator is notified of the violation.

- C. If an unpermitted UDCB is within a permissible geographic area according to Section 5.19.120 then any blight within 20 feet of the site shall be removed and the parcel owner/agent and/or operator shall either: 1) apply for all UDCB permits required by this chapter; or 2) remove the UDCB. This requirement shall be met within 72 hours after the parcel owner/agent and/or UDCB operator are notified of the violation.
- D. Each day that a violation of a requirement of this chapter is not abated constitutes a new and separate offense.
- E. The operation or maintenance of an unpermitted UDCB may be abated or summarily abated by the City in any manner by this Code or otherwise by law for the abatement of public nuisances. Pursuant to Government Code Section 38773, all expenses incurred by the City in connection with any action to abate a public nuisance will be chargeable to the persons creating, causing, committing, or maintaining the public nuisance.
- F. The City shall assess administration citations pursuant to O.M.C. Chapter 1.12 against a parcel owner and/or operator who fails to timely resolve a violation or verified compliance is not sent to the City showing the resolution of the violation relating to a UDCB after notice.
 - 1. For permitted UDCBs, the City shall issue administrative citations pursuant to O.M.C. Chapter 1.12:
 - a. Not more than \$150.00 for the first citation after the 72-hour abatement period;
 - b. Not more than \$250.00 for the second citation after the 72-hour abatement period; and
 - c. Not more than \$500.00 for the third and each subsequent citation after the 72-hour abatement period. Total fines resulting from administrative citations shall not be more than \$5,000.00 within one year for each cited UDCB.
 - 2. For unpermitted UDCBs, the City shall issue administrative citations pursuant

to O.M.C. Chapter 1.12:

- a. Not more than \$750.00 for the first citation after the 72-hour abatement period;
 - b. Not more than \$1,000.00 for the second citation after the 72-hour abatement period; and
 - c. Not more than \$1,500.00 for the third and each subsequent citation after the 72-hour abatement period. Total fines resulting from administrative citations shall not be more than \$10,000.00 within one year for each cited UDCB.
- G. The daily administrative citations described in Subsection F shall continue until either the violation is abated or the UDCB is removed. Pursuant to Government Code Section 38773, removal of the UDCB shall be at the expense of the parcel owner and/or operator. Any UDCBs removed shall also have any of its UDCB permits revoked.
- H. The property owner and operator are jointly and severally liable and responsible for all fees, administrative citations, and compliance with the regulations.
- I. Administrative citations for unpermitted UDCBs may be appealed administratively pursuant to appeals of administrative actions set forth in the Oakland Municipal Code or as developed by the City Administrator. Administrative citations for permitted UDCBs are not appealable.
- J. A party aggrieved by a final administrative decision of the City may seek judicial review of the administrative decision pursuant to California Code of Civil Procedure Sections 1094.5 and 1094.6 within the time frame pursuant to those code sections.
- K. All notices for unpermitted UDCBs shall be in writing and personally delivered to the parcel owner/agent and UDCB operator or by depositing such notice in the United States mail, postage paid, and addressed to the parcel owner/agent at the owner(s) last known address as it appears on the last Alameda County equalized assessments roll, as well as placed on the UDCB itself. If the City cannot reasonably determine the name and/or address of the unpermitted UDCB operator, placing the written notice on the UDCB itself constitutes sufficient notice. All notices regarding permitted UDCBs shall be through electronic mail.
- L.

Administrative citations established in this chapter are in addition to any other administrative or legal remedy which may be pursued by the City to address violations identified in this chapter.

(Ord. No. 13335, § 2(Exh. A), 10-20-2015)

5.19.180 - Private rights of action.

- A. Any person claiming a violation of this chapter may bring an action in the Municipal Court or Superior Court of the State of California, as appropriate, to enforce the provisions of this chapter. Violations of this chapter are declared to irreparably harm the public.
- B. The Court shall award reasonable attorney's fees, witness fees and costs to any plaintiff who prevails in an action to enforce this chapter.
- C. No criminal penalties shall attach for any violation of this chapter.
- D. No remedy set forth in this section is intended to be exclusive or a prerequisite for asserting a claim for relief to enforce any rights hereunder in a court of law.
- E. Nothing in this chapter shall be interpreted to authorize a right of action against the City, nor shall this section give rise to any cause of action for damages against the City.
- F. The property owner or owner's agent shall have the right to rescind consent for a UDCB to be placed on the property, provided written notice of the rescission is provided to the UDCB operator, as provided in their agreement but in no event less than ten business days prior to the UDCB being removed.
- G. The property owner or owner's agent shall be held harmless by the UDCB operator for the removal of an unauthorized UDCB where removal is necessary to comply with this chapter.

(Ord. No. 13335, § 2(Exh. A), 10-20-2015)

Article V - Noticing Procedure for Removal

5.19.190 - Notice required for removal.

- A.

Any UDCB scheduled to be removed by either the City or the operator shall clearly display a notice on the UDCB with at least four-inch type visible from the front on the UDCB that states the following text in capital letters: "THIS BOX WILL BE REMOVED BY" followed by the date the UDCB is scheduled for removal. The operator and property owners are jointly and severally responsible for the placement of the notice.

- B. For UDCBs required to be removed by the City of Oakland due to an abatement order, the notice shall be posted immediately after the City notifies the operator and/or parcel owner that the facility is required to be removed.
- C. Notice that a UDCB will be removed by the owner or operator shall be posted at least 14 calendar days prior to the removal of the facility.

(Ord. No. 13335, § 2(Exh. A), 10-20-2015)



CITY OF DETROIT
DEPARTMENT OF PUBLIC WORKS
ADMINISTRATION DIVISION

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



March 2, 2020

Honorable City Council:

Re: 9172 Sussex Sidewalk Repair

In response to Your Honorable Body's inquiry regarding sidewalk damage at 9172 Sussex, the Department of Public Works (DPW) provides the following response.

Our City Engineering Division has inspected this location and determined that the sidewalk located at 9172 Sussex does meet the criteria for repairs by the City under the Tree Guarantee Policy and will be added to our list for consideration in future projects.

Respectfully submitted,

Ron Brundidge, Director
Department of Public Works

Cc: Avery Peeples, Mayor's Office
Oladayo Akinyemi, DPW
Richard Doherty, DPW – City Engineering



CITY OF DETROIT
DEPARTMENT OF PUBLIC WORKS
CITY ENGINEERING DIVISION

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

35

March 3rd, 2020

Honorable City Council:

RE: Petition No.1482 – Olympia Development, LLC request to vacate and convert to easement the public alley between Second Blvd and Cass Avenue, bounded by Ledyard Street and Henry Street.

Petition No. 1482 – Olympia Development, LLC request to vacate and convert to easement the public alley between Second Blvd (60 ft. wide) and Cass Avenue (80 ft. wide), bounded by Ledyard Street (100 ft. wide) and Henry Street (100 ft. wide).

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

The request is being made to improve the safety of adjacent property owners and to eliminate a dead end alley from the City's right-of-way network.

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

Detroit Water and Sewerage Department (DWSD) has no objection to the vacation and conversion to utility easement provided certain provisions are met. The DWSD provisions are a part of the attached resolution.

All other involved City Departments, and privately owned utility companies have reported no objections to the vacation and conversion to utility easement of the alley. Provisions protecting utility installations are part of the attached resolution.

I am recommending adoption of the attached resolution.

Respectfully submitted,

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

/JK

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

BY COUNCIL MEMBER _____

RESOLVED, the public alley between Second Blvd (60 ft. wide) and Cass Avenue (80 ft. wide), bounded by Ledyard Street (100 ft. wide) and Henry Street (100 ft. wide), further described as land in the City of Detroit, Wayne County, Michigan being:

All of the north-south alley, 20 ft. wide, lying easterly of and adjoining lot 25, and lying westerly of and adjoining lots 1 through 4 and the south half of lot 5; also all of the east-west alley, 20 ft. wide, lying northerly of lot 18 through 25, and lying southerly of lots 10 through 17 of "Cass Farm Subdivision" as recorded in Liber 1 Page 93 of Plats, Wayne County Records.

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

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

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

Third, said owners for their heirs and assigns further agree that no buildings or structures of any nature whatsoever including, but not limited to, concrete slabs or driveways, retaining or partition walls (except necessary line fences or gates), shall be built or placed upon said easement, nor change of surface grade made, without prior approval of the City Engineering Division – DPW,

Fourth, that if the owners of any lots abutting on said vacated alleys shall request the removal and/or relocation of any existing poles or other utilities in said easement; such owners shall pay

all costs incidental to such removal and/or relocation, unless such charges are waived by the utility owners,

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

PROVIDED, that property owners maintain for DTE Energy, full access to their facilities at all times (i.e. gated access with DTE locks at all ends of the easement) and that free and easy access to the DTE facilities is reserved for DTE equipment, including the use of backhoes, bull dozers, cranes or pipe trucks, and other heavy construction equipment, as necessary for the alteration or repair of DTE facilities, and further

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

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

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

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

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

PROVIDED, that if it becomes necessary to remove the paved alley returns at the entrances such removal and construction of the new curb and sidewalk shall be done under city permit and

inspection according to City Engineering Division – DPW specification with all costs borne by the abutting owner(s), their heirs or assigns; and further

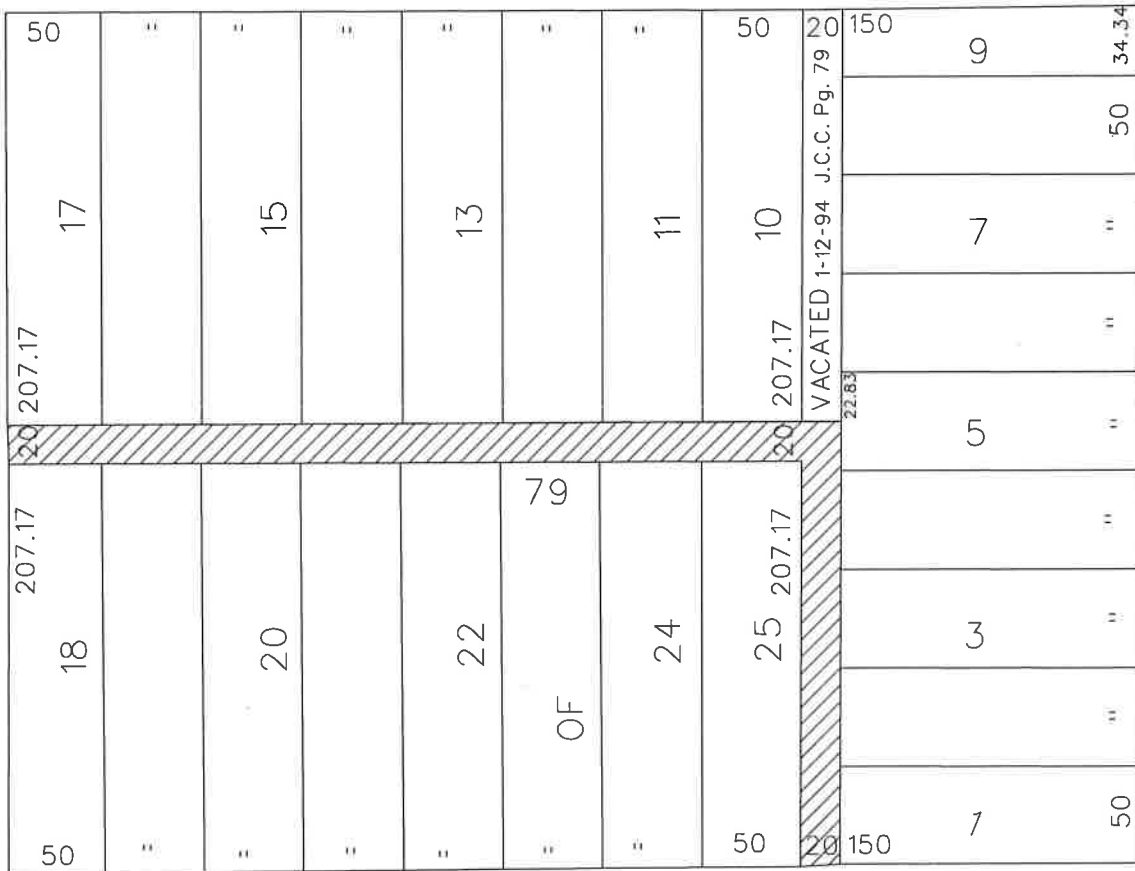
PROVIDED, That the City Clerk shall within 30 days record a certified copy of this resolution with the Wayne County Register of Deeds.

PETITION NO. 1482
 OLYMPIA DEVELOPMENT, LLC
 C/O INTERSECTION CONSULTING GROUP
 2211 WOODWARD AVE.
 DETROIT, MICHIGAN 48201
 C/O BRIAN R. ELLISON
 PHONE NO. 313 397-5863



LEDYARD ST. 100 FT. WD.

SECOND BLVD. 60 FT. WD.



CASS AVE. 80 FT. WD.

HENRY ST. 100 FT. WD.



- CONVERSION TO EASEMENT

(FOR OFFICE USE ONLY)

CARTO 29 E

B						<p>REQUEST TO CONVERT TO EASEMENT THE EAST/WEST AND NORTH/SOUTH PUBLIC ALLEYS, 20 FT. WD. IN THE BLOCK BOUND BY LEDYARD, HENRY ST., CASS AVE. AND SECOND BLVD.</p>	<p>CITY OF DETROIT CITY ENGINEERING DEPARTMENT SURVEY BUREAU</p>		
	A						<p>JOB NO. 01-01</p>		
DESCRIPTION		DRWN	CHKD	APPD	DATE		<p>DRWG. NO. X 1482</p>		
REVISIONS									
DRAWN BY WLW		CHECKED							
DATE 06-05-17		APPROVED							



CITY OF DETROIT
DEPARTMENT OF PUBLIC WORKS
CITY ENGINEERING DIVISION

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



March 3rd, 2020

Honorable City Council:

RE: Petition No. 968 – Global Resource Center LLC., request for encroachment into Park Avenue (60 feet wide) right of way.

Petition No. 968 – Giffels Webster on behalf of Global Resource Center LLC. request for encroachment with non-standard pavement (brick pavers). The encroachment area is on the east side of Park Avenue, 60 feet wide, between the north and south lines of Columbia Street (now an easement) 50 feet wide.

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

The request is being made to enhance the streetscape as part of the Little Caesars Global Resource project.

The request was approved by the Solid Waste Division – DPW, City Engineering Division – DPW, and Traffic Engineering – DPW (TED) with TED provisions that are a part of the resolution.

Detroit Water and Sewerage Department (DWSD) reports involvement, but no objection provided the DWSD encroachment provisions are followed. The DWSD provisions have been made a part of the resolution.

All other involved City Departments, including the Public Lighting Authority and Public Lighting Department; also privately owned utility companies have reported no objections to the encroachment. Provisions protecting all utility installations are part of the attached resolution.

I am recommending adoption of the attached resolution.

Respectfully submitted,

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

JMK

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

COUNCIL MEMBER _____

RESOLVED, that the Department of Public Works, City Engineering Division is hereby authorized and directed to issue permits to Global Resource Center LLC. or their assigns to install and maintain an encroachment with non-standard pavement (brick pavers) on the east side of Park Avenue, 60 feet wide, between the north and south lines of Columbia Street (now an easement) 50 feet wide, and described as: Part of Park Avenue, 60 feet wide, as platted in "A Plat of Park Lots 84, 85, and 86 as subdivided May 7th, 1835" as recorded in Liber 7, Page 27 of Plats, Wayne County Records; Beginning at the northwest corner of Lot 35 of above said "Plat of Park Lots 84, 85, and 86" L.7, P. 27 Deeds, WCR; thence N30°W 50.00 feet to the southwest corner of Lot 50 of above said "Plat of Park Lots 84, 85, and 86" L.7, P. 27 DWCR; thence S60°W 12.40 feet; thence S30°E 50.00 feet; thence N60°E 12.40 feet to the Point Of Beginning.

PROVIDED, that if there is any cost for the removing and/or rerouting of any utility facilities, it shall be done at the expense of the petitioner and/or property owner; and be it further

PROVIDED, that by approval of this petition the Detroit Water and Sewerage Department (DWSD) does not waive any of its rights to its facilities located in the right-of-way, and at all times, DWSD, its agents or employees, shall have the right to enter upon the right-of-way to maintain, repair, alter, service, inspect, or install its facilities. All costs incident to the damaging, dismantling, demolishing, removal and replacement of structures or other improvements herein permitted and incurred in gaining access to DWSD's facilities for maintenance, repairing, alteration, servicing or inspection caused by the encroachment shall be borne by the petitioner. All costs associated with gaining access to DWSD's facilities, which could normally be expected had the petitioner not encroached into the right-of-way, shall be borne by DWSD; and be it further

PROVIDED, that all construction performed under this petition shall not be commenced until after (5) days written notice to DWSD. Seventy-two (72) hours' notice shall also be provided in accordance with P.A. 53 1974, as amended, utilizing the MISS DIG one call system; and be it further

PROVIDED, that construction under this petition is subject to inspection and approval by DWSD forces. The cost of such inspection shall, at the discretion of DWSD, be borne by the petitioner; and be it further

PROVIDED, that if DWSD facilities located within the right-of-way shall break or be damaged as the result of any action on the part of the petitioner, then in such event the petitioner agrees to be liable for all costs incident to the repair, replacement or relocation of such broken or damaged DWSD facilities; and be it further

PROVIDED, that the petitioner shall hold DWSD harmless for any damages to the encroaching device constructed or installed under this petition which may be caused by the failure of DWSD's facilities; and be it further

PROVIDED, Global Resource Center LLC. or their assigns shall apply to the Buildings and Safety Engineering Department for a building permit prior to any construction. Also, if it becomes necessary to open cut public streets, bore, jack, occupy or barricade city rights-of-way for maintenance of

encroachments such work shall be according to detail permit application drawings submitted to the City Engineering Division – DPW prior to any public right-of-way construction; and further

PROVIDED, that the necessary permits shall be obtained from the City Engineering Division – DPW and the Buildings and Safety Engineering Department. The encroachments shall be constructed and maintained under their rules and regulations; and further

PROVIDED, that all cost for the construction, maintenance, permits and use of the encroachments shall be borne by Global Resource Center LLC. or their assigns, and further

PROVIDED, that all costs incurred by privately owned utility companies and/or city departments to alter, adjust, and/or relocate their existing utility facilities located in close proximity to the encroachments shall be borne by Global Resource Center LLC. or their assigns. Should damages to utilities occur Global Resource Center LLC. or their assigns shall be liable for all incidental repair costs and waives all claims for damages to the encroaching installations; and further

PROVIDED, that no other rights in the public streets, alleys or other public place shall be considered waived by this permission which is granted expressly on the condition that said encroachments shall be removed at any time when so directed by the City Council, and the public property affected shall be restored to a condition satisfactory to the City Engineering Division – DPW; and further

PROVIDED, that Global Resource Center LLC. or their assigns shall file with the Department of Public Works – City Engineering Division an indemnity agreement in form approved by the Law Department. The agreement shall save and protect the City of Detroit from any and all claims, damages or expenses that may arise by reason of the issuance of the permits and the faithful or unfaithful performance of Global Resource Center LLC. or their assigns of the terms thereof. Further, Global Resource Center LLC. or their assigns shall agree to pay all claims, damages or expenses that may arise out of the use, repair and maintenance of the proposed encroachments; and further

PROVIDED, that filing of said indemnity agreement shall be construed as acceptance of this Resolution by the “permitee”; and further

PROVIDED, that Global Resource Center LLC, or their assigns, shall file a standard Maintenance Agreement with DPW – City Engineering for the maintenance of the brick pavers, and further

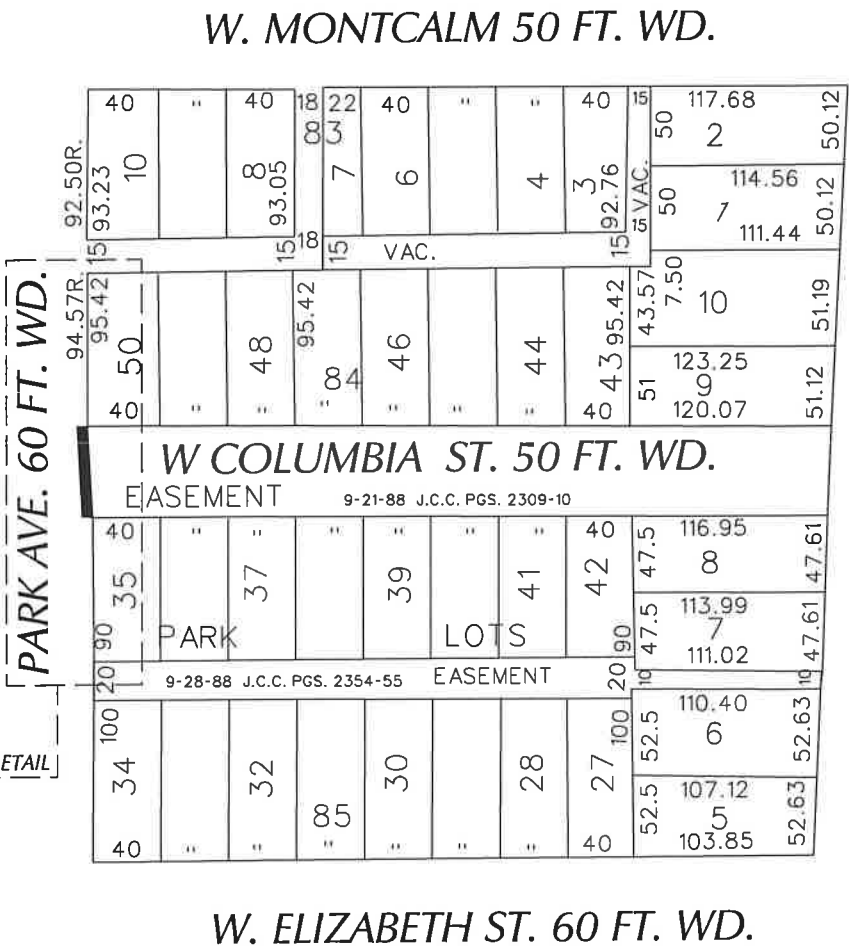
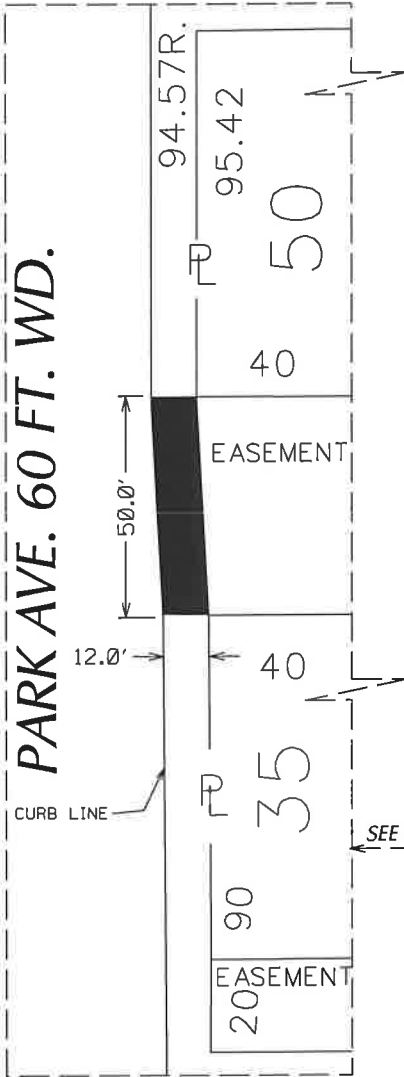
PROVIDED, that all cost for the construction, maintenance, permits and use of the encroachments shall be borne by Global Resource Center LLC, or their assigns; and further

PROVIDED, this resolution or part thereof is revocable at the will, whim or caprice of the City Council, and Global Resource Center LLC. acquires no implied or other privileges hereunder not expressly stated herein; and further

PROVIDED, that the encroachment permits shall not be assigned or transferred without the written approval of the City Council; and be it further

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

PETITION NO. 968
 GLOBAL RESOURCE CENTER LLC.
 C/O GIFFELS WEBSTER
 28 W. ADAMS, SUITE 1200
 DETROIT, MICHIGAN 48226
 MICHAEL MARKS
 PHONE NO. (313) 962-4442



WOODWARD AVE. 120 FT. WD.

- REQUEST ENCROACHMENT FOR NON - STANDARD PAVEMENT

(FOR OFFICE USE ONLY)

CARTO 29 E

B					
A					
DESCRIPTION		DRWN	CHKD	APPD	DATE
REVISIONS					
DRAWN BY	SA	CHECKED		KSM	
DATE	07-08-19	APPROVED			

REQUEST ENCROACHMENT
 INTO THE PARK AVE. (60 FEET WIDE)
 ACROSS THE ENTIRE OF W. COLUMBIA ST.
 (50 FEET WIDE)

CITY OF DETROIT CITY ENGINEERING DIVISION SURVEY BUREAU	
JOB NO.	01-01
DRWG. NO.	X 968



CITY OF DETROIT
DEPARTMENT OF PUBLIC WORKS
CITY ENGINEERING DIVISION

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

37

March 3rd, 2020

Honorable City Council:

RE: Petition No.1397 —Zion Hope Missionary Baptist Church request to vacate and convert to easement the alley between Van Dyke Street and Seyburn Street, bounded by East Warren Avenue and East Forest Avenue, to improve the mobility of vehicles to the Church parking lot.

Petition No. 1397 - Zion Hope Missionary Baptist Church request to vacate and convert to utility easement the alley between Van Dyke Street (66 ft. wide) and Seyburn Street (66 ft. wide), bounded by East Warren Avenue (60 ft. wide) and East Forest Avenue (60 ft. wide).

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

The request is being made to improve mobility of vehicles to the Church parking lot and improve safety for the residential homes adjacent.

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

Detroit Water and Sewerage Department (DWSD) has no objection to the vacation and conversion to utility easement provided certain provisions are met. The DWSD provisions are a part of the attached resolution.

All other involved City Departments, and privately owned utility companies have reported no objections to the outright vacation of the alley. Provisions protecting utility installations are part of the attached resolution.

I am recommending adoption of the attached resolution.

Respectfully submitted,

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

/JK

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

BY COUNCIL MEMBER _____

RESOLVED, the alley between Van Dyke Street (66 ft. wide) and Seyburn Street (66 ft. wide), bounded by East Warren Avenue (60 ft. wide) and East Forest Avenue (60 ft. wide), further described as land in the City of Detroit, Wayne County, Michigan being:

All of the north-south alley, 20 ft. wide, lying easterly of and adjoining lots 91 through 116, and lying westerly of and adjoining lots 1 through 26 of "Emily Burnett's Subdivision" as recorded in Liber 16 Page 95 of Plats, Wayne County Records

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

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

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

Third, said owners for their heirs and assigns further agree that no buildings or structures of any nature whatsoever including, but not limited to, concrete slabs or driveways, retaining or partition walls (except necessary line fences or gates), shall be built or placed upon said easement, nor change of surface grade made, without prior approval of the City Engineering Division – DPW,

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

Fifth, that if any utility located in said property shall break or be damaged as a result of any action on the part of said owners or assigns (by way of illustration but not limitation) such as

storage of excessive weights of materials or construction not in accordance with Section 3, mentioned above, then in such event said owners or assigns shall be liable for all costs incidental to the repair of such broken or damaged utility; and

PROVIDED, that property owners maintain for DTE Energy, full access to their facilities at all times (i.e. gated access with DTE locks at all ends of the easement) and that free and easy access to the DTE facilities is reserved for DTE equipment, including the use of backhoes, bull dozers, cranes or pipe trucks, and other heavy construction equipment, as necessary for the alteration or repair of DTE facilities, and further

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

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

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

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

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

PROVIDED, that if it becomes necessary to remove the paved alley returns at the entrances such removal and construction of the new curb and sidewalk shall be done under city permit and inspection according to City Engineering Division – DPW specification with all costs borne by the abutting owner(s), their heirs or assigns; and further

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

PETITION NO. 1397
 ZION HOPE MISSIONARY BAPTIST CHURCH
 4901 VAN DYKE AVE.
 DETROIT, MICHIGAN 48214
 C/O VINCENT WOLF
 PHONE NO. 313 921-3967



E. WARREN AVE. 60 FT. WD.

SEYBURN AVE. 66 FT. WD.

37	118.78	118.78	7	37.15	30
	116	119.18	119.18		
30	115	119.47	119.47	2	37.15
"	119.76	119.76			"
"	113	120.05	120.05	4	"
"	120.34	120.34			"
"	111	120.63	120.63	6	"
"	120.92	120.92			"
"	109	121.21	121.21	8	"
"	121.50	121.50			"
"	107	121.79	121.79	10	"
"	122.08	122.08			"
"	105	122.37	122.37	12	"
"	122.66	122.66			"
"	103	122.95	122.95	14	"
"	123.24	123.24			"
"	101	123.53	123.53	16	"
"	123.82	123.82			"
"	99	124.11	124.11	18	"
"	124.40	124.40			"
"	97	124.69	124.69	20	"
"	124.98	124.98			"
"	95	125.27	125.27	22	"
"	125.56	125.56			"
"	93	125.85	125.85	24	"
30	126.14	126.14			30
37	91	126.54	126.54	26	37.15

VAN DYKE AVE. 66 FT. WD.

E. FOREST AVE. 60 FT. WD.



- REQUESTED CONVERSION TO EASEMENT

(FOR OFFICE USE ONLY)

CARTO 48 E

B					
A					
DESCRIPTION		DRWN	CHKD	APPD	DATE
REVISIONS					
DRAWN BY		CHECKED			
DATE		APPROVED			
03-20-17					

REQUEST TO CONVERT TO EASEMENT
 THE NORTH/SOUTH PUBLIC ALLEY, 20 FT. WD.
 IN THE BLOCK BOUND BY
 E. FOREST, SEYBURN, E. WARREN
 AND VAN DYKE AVE.

CITY OF DETROIT	
CITY ENGINEERING DEPARTMENT	
SURVEY BUREAU	
JOB NO.	01-01
DRWG. NO.	X 1397



CITY OF DETROIT
DEPARTMENT OF PUBLIC WORKS
CITY ENGINEERING DIVISION

38

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

March 3rd, 2020

Honorable City Council:

RE: Petition No. 744 – Henry Ford Health Systems, request for encroachment into Second Avenue (150 feet wide) right of way.

Petition No. 744 – Giffels Webster on behalf of Henry Ford Health Systems request for encroachment with a way-finding sign. The encroachment area is on the median of Second Boulevard, 150 feet wide, approximately 14 feet south of the south line of Amsterdam Street, 50 feet wide.

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

The request is being made as part of the Henry Ford Health System Center of Athletic Medicine and the Detroit Pistons Performance Center.

The request was approved by the Solid Waste Division – DPW, City Engineering Division – DPW, and Traffic Engineering – DPW (TED) with TED provisions that are a part of the resolution.

Detroit Water and Sewerage Department (DWSD) reports involvement, but no objection provided the DWSD encroachment provisions are followed. The DWSD provisions have been made a part of the resolution.

The Planning and Development Department reports that the sign is in the New Amsterdam Historic District and requires Historic district commission approval.

All other involved City Departments, including the Public Lighting Authority and Public Lighting Department; also privately owned utility companies have reported no objections to the encroachment. Provisions protecting all utility installations are part of the attached resolution.

I am recommending adoption of the attached resolution.

Respectfully submitted,

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

JMK

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

COUNCIL MEMBER _____

RESOLVED, that the Department of Public Works, City Engineering Division is hereby authorized and directed to issue permits to Henry Ford Health Systems or their assigns to install and maintain an encroachment with a way-finding sign on the median of Second Boulevard, 150 feet wide, approximately 14 feet south of the south line of Amsterdam Street, 50 feet wide, on land in the City of Detroit, Wayne County, Michigan, described as: Part of Second Boulevard, 150 feet wide, lying 72.8 feet to 77.8 feet east of the east line of Lot 10 Block 14 and lying 13.2 feet to 14.2 feet south of the north line of Lot 10 Block 14 "Cass Farm Co. limited Subdivision of Blocks 111, 112, 113, 114, 115, 116, 118, & 119 and part of Block 117 Cass Farm" as recorded in Liber 19, Page 35 of Plats, Wayne County Records. The 48 inch by 48 inch sign is 78 inches total in height including the posts; also the sign and posts are 3 inches in width.

PROVIDED, that if there is any cost for the removing and/or rerouting of any utility facilities, it shall be done at the expense of the petitioner and/or property owner; and be it further

PROVIDED, that the design, size and location of the way-finding sign is approved by the Historic District Commission, and further

PROVIDED, that the field of vision for drivers remains unobstructed, and that the size and location of the way-finding sign is approved by Department of Public Works-Traffic Engineering Division and the Detroit Police Department-Traffic Safety Unit, and further

PROVIDED, that by approval of this petition the Detroit Water and Sewerage Department (DWSD) does not waive any of its rights to its facilities located in the right-of-way, and at all times, DWSD, its agents or employees, shall have the right to enter upon the right-of-way to maintain, repair, alter, service, inspect, or install its facilities. All costs incident to the damaging, dismantling, demolishing, removal and replacement of structures or other improvements herein permitted and incurred in gaining access to DWSD's facilities for maintenance, repairing, alteration, servicing or inspection caused by the encroachment shall be borne by the petitioner. All costs associated with gaining access to DWSD's facilities, which could normally be expected had the petitioner not encroached into the right-of-way, shall be borne by DWSD; and be it further

PROVIDED, that all construction performed under this petition shall not be commenced until after (5) days written notice to DWSD. Seventy-two (72) hours' notice shall also be provided in accordance with P.A. 53 1974, as amended, utilizing the MISS DIG one call system; and be it further

PROVIDED, that construction under this petition is subject to inspection and approval by DWSD forces. The cost of such inspection shall, at the discretion of DWSD, be borne by the petitioner; and be it further

PROVIDED, that if DWSD facilities located within the right-of-way shall break or be damaged as the result of any action on the part of the petitioner, then in such event the petitioner agrees to be liable for all costs incident to the repair, replacement or relocation of such broken or damaged DWSD facilities; and be it further

PROVIDED, that the petitioner shall hold DWSD harmless for any damages to the encroaching device constructed or installed under this petition which may be caused by the failure of DWSD's facilities; and be it further

PROVIDED, Henry Ford Health Systems or their assigns shall apply to the Buildings and Safety Engineering Department for a building permit prior to any construction. Also, if it becomes necessary to open cut public streets, bore, jack, occupy or barricade city rights-of-way for maintenance of encroachments such work shall be according to detail permit application drawings submitted to the City Engineering Division – DPW prior to any public right-of-way construction; and further

PROVIDED, that the necessary permits shall be obtained from the City Engineering Division – DPW and the Buildings and Safety Engineering Department. The encroachments shall be constructed and maintained under their rules and regulations; and further

PROVIDED, that all cost for the construction, maintenance, permits and use of the encroachments shall be borne by Henry Ford Health Systems or their assigns, and further

PROVIDED, that all costs incurred by privately owned utility companies and/or city departments to alter, adjust, and/or relocate their existing utility facilities located in close proximity to the encroachments shall be borne by Henry Ford Health Systems or their assigns. Should damages to utilities occur Henry Ford Health Systems or their assigns shall be liable for all incidental repair costs and waives all claims for damages to the encroaching installations; and further

PROVIDED, that no other rights in the public streets, alleys or other public place shall be considered waived by this permission which is granted expressly on the condition that said encroachments shall be removed at any time when so directed by the City Council, and the public property affected shall be restored to a condition satisfactory to the City Engineering Division – DPW; and further

PROVIDED, that Henry Ford Health Systems or their assigns shall file with the Department of Public Works – City Engineering Division an indemnity agreement in form approved by the Law Department. The agreement shall save and protect the City of Detroit from any and all claims, damages or expenses that may arise by reason of the issuance of the permits and the faithful or unfaithful performance of Henry Ford Health Systems or their assigns of the terms thereof. Further, Henry Ford Health Systems or their assigns shall agree to pay all claims, damages or expenses that may arise out of the use, repair and maintenance of the proposed encroachments; and further

PROVIDED, that filing of said indemnity agreement shall be construed as acceptance of this Resolution by the “permittee”; and further

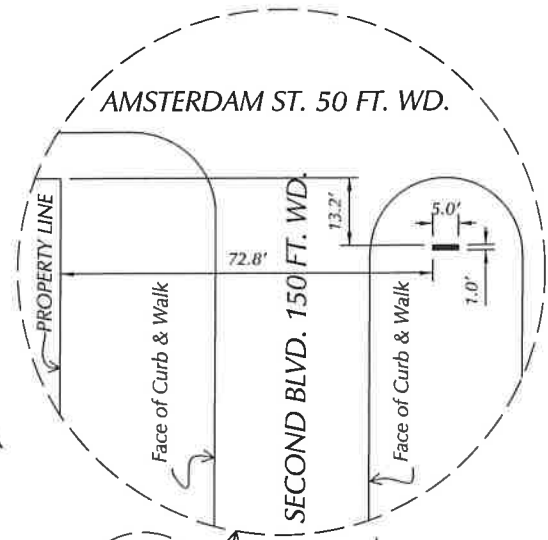
PROVIDED, that all cost for the construction, maintenance, permits and use of the encroachments shall be borne by Henry Ford Health Systems, or their assigns; and further

PROVIDED, this resolution or part thereof is revocable at the will, whim or caprice of the City Council, and Henry Ford Health Systems acquires no implied or other privileges hereunder not expressly stated herein; and further

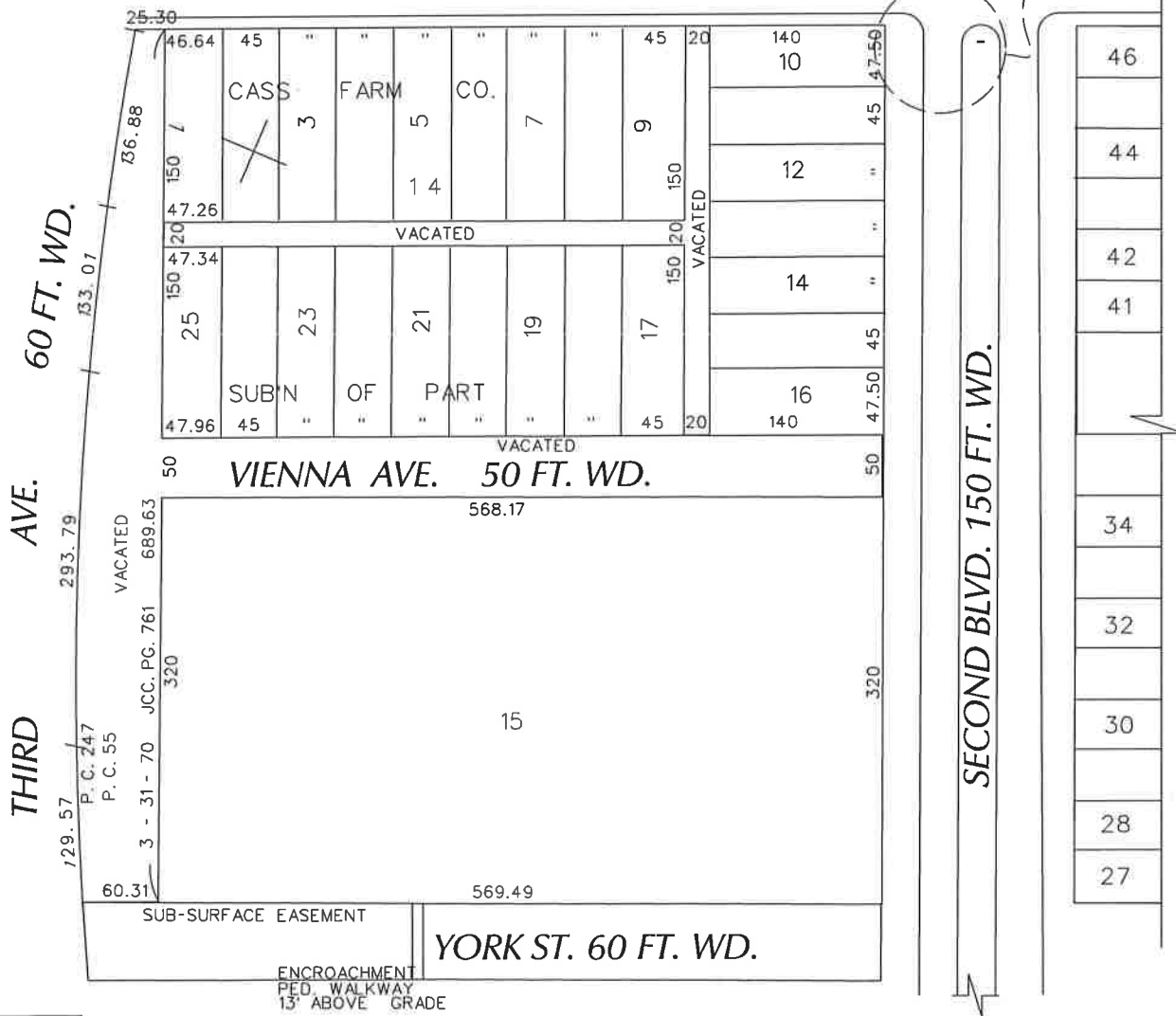
PROVIDED, that the encroachment permits shall not be assigned or transferred without the written approval of the City Council; and be it further

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

PETITION NO. 744
 GIFFELS WEBSTER
 28 W. ADAMS, SUITE 1200
 DETROIT, MI. 48226
 DAVE ROOT
 PHONE NO. (313) 962-4442



AMSTERDAM ST. 50 FT. WD.



 - REQUEST ENCROACHMENT

(FOR OFFICE USE ONLY)

CARTO 31 E

B					
A					
DESCRIPTION					
REVISIONS					
DRAWN BY	SA	DRWN	CHKD	APPD	DATE
DATE	03-26-19	CHECKED			
		APPROVED			

REQUEST ENCROACHMENT
 FOR A WAYFINDING SIGN TO BE PLACED
 IN THE GREEN SPACE AREA OF
 THE SECOND AVENUE BOULEVARD.

CITY OF DETROIT	
CITY ENGINEERING DEPARTMENT	
SURVEY BUREAU	
JOB NO.	01-01
DRWG. NO.	X 744

39

MEMORANDUM

**TO: James Craig, Chief
Detroit Police Department (DPD)**

**James White, Assistant Chief
DPD**

VIA: Council President Brenda Jones

**FROM: Janeé Ayers, Vice Chair
Public Health and Safety Committee**

DATE: February 24, 2020

RE: Questions concerning recruitment advertisement and cadet program

The Detroit News published an article¹ stating that \$500,000 will be allocated toward recruitment advertisement. Further, the article explained that DPD has started a cadet program, which pays \$15 and hour, to help potential candidates achieve the necessary physical fitness for academy training. In response to this article, I am requesting the department to please answer the following questions:

1. Where is the funding for recruitment advertisement coming from?
 - a. When was it determined there was available money to allocate \$500,000 to recruitment advertisements?
2. Where is the funding for the Cadet Program coming from?
 - a. How much money is anticipated to be spent on this program?
 - b. Could this money instead go towards a pay raise for existing officers?

If you have any questions, please do not hesitate to contact my office at (313)-224-4248.

Thank you for your time and effort,

Janeé Ayers
Detroit City Council
cc: Colleagues
City Clerk

¹ Dickson, James David. "Detroit Ready to Spend Money to Attract Police Officer Recruits." *The Detroit News*, February 24, 2020. <https://www.detroitnews.com/story/news/local/detroit-city/2020/02/24/detroit-police-seek-lure-keep-recruits-ads-fitness-training/4785824002/>.



City of Detroit

CITY COUNCIL

CITY CLERK 2020 MAR 3 PM 3:05

40

MARY SHEFFIELD
COUNCIL PRESIDENT PRO TEMPORE
DISTRICT 5

MEMORANDUM

TO: David Whitaker, Director, Legislative Policy Division
FROM: Council President Pro Tempore Mary Sheffield, Chair, Neighborhoods and Community Services Committee *MS*
THRU: James Tate, Chair, Planning and Economic Development Committee
DATE: March 3, 2020
RE: 1424 and 1416 Virginia Park Lead Issue

An environmental inspection of the recently demolished properties located at 1424 and 1416 Virginia Park showed significantly high levels of lead contamination.

- Please provide the name of the contractor(s) responsible for the demolition of 1424 and 1416 Virginia Park.
- Is the City or contractor responsible for lead and asbestos testing post-demolition?
- Did this contractor report lead or asbestos abatement activities?

Please contact Ari Ruttenberg at 313-224-4505 if you have any questions.

Cc: Honorable Colleagues
Hon. Janice Winfrey, City Clerk



City of Detroit

CITY COUNCIL

CITY CLERK 2020 MAR 4 09:11:29

41

MARY SHEFFIELD
COUNCIL PRESIDENT PRO TEM MARY SHEFFIELD
DISTRICT 5

MEMORANDUM

TO: Law Department
FROM: Council President Pro Tem Mary Sheffield *MS*
THRU: Council Member Scott Benson, Chair
Public Health and Safety Standing Committee
DATE: March 3, 2020
RE: Blight Ticket - Incentive Ordinance

Several block clubs and other citizen-centered organizations have expressed concerns with developers receiving tax incentives while simultaneously having outstanding blight tickets on properties they own or have some investment relationship with. One possible solution, for incentive eligibility granted by the City of Detroit, could require that a developer must sign a sworn affidavit indicating that their business entities, including any LLCs, or other investment entities have zero blight tickets with the City of Detroit

This communication is to request the Law Department draft an ordinance that will create protocols to identify developers with outstanding blight violations before incentives can be granted.

Should you have any questions please contact my office.

CC: Honorable Colleagues
CC: Honorable City Clerk, Janice Winfrey