



DEPARTMENTAL SUBMISSION

DEPARTMENT: Law
FILE NUMBER: Law-0297

*** RE:**

Submitting reso. autho. Legal Representation and Indemnification in lawsuit of David Holt v City of Detroit, et al.

*** SUMMARY:**

Civil Action Case No: 20-006299-NI; TEO Anthony Reed.

*** RECOMMENDATION:**

RESOLVED, that the Law Department is hereby authorized under Section 13-11-1 et. seq. of the Municipal Code of the City of Detroit and in accordance with the foregoing communication to provide legal representation and indemnification to the following employee in the lawsuit David Holt v City of Detroit et al., Civil Case No. 20-006299. We concur with the recommendation of the Head of the Department and believe that the City Council should find and determine that the suit against the Defendant TEO Anthony Reed arises out of or involves the performance in good faith of the official duties of such Defendant. We, further, recommend that the City undertake to indemnify the Defendant if there is an adverse judgment. We, therefore, recommend a "YES" vote on the attached resolution.

*** DEPARTMENTAL CONTACT:**

Name: Melinda Brown
Position: Senior Clerk

***=REQUIRED**



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

September 3, 2020

HONORABLE CITY COUNCIL

**RE: David Holt v City of Detroit, et al.
Civil Action Case No: 20-006299-NI**

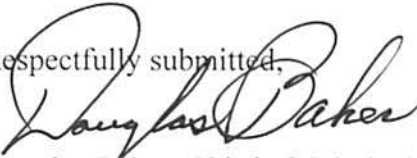
Representation by the Law Department of the City employee listed below is hereby recommended, as we concur with the recommendation of the Head of the Department and believe that the City Council should find and determine that the suit against the Defendant arises out of or involves the performance in good faith of the official duties of such Defendant. We, further, recommend that the City undertake to indemnify the Defendant if there is an adverse judgment. We, therefore, recommend a "YES" vote on the attached resolution.

Copies of the relevant documents are submitted under separate cover.

Employee requesting representation:

TEO Anthony Reed

Respectfully submitted,


Douglas Baker, Chief of Criminal
Enforcement and Quality of Life

APPROVED:

BY: 
LAWRENCE T. GARCIA
CORPORATION COUNSEL

DB/sb

Attachments

RESOLUTION

By Council Member

:

RESOLVED, that the Law Department is hereby authorized under Section 13-11-1 et. seq. of the Municipal Code of the City of Detroit and in accordance with the foregoing communication to provide legal representation and indemnification to the following employee in the lawsuit **David Holt v City of Detroit et al., Civil Case No. 20-006299.**

TEO Anthony Reed

APPROVED:

BY:



LAWRENCE T. GARCIA
CORPORATION COUNSEL



DEPARTMENTAL SUBMISSION

DEPARTMENT: Law
FILE NUMBER: Law-0298

*** RE:**

Submitting reso. autho. Legal Representation and Indemnification lawsuit of Louise Bechard v City of Detroit, et al.

*** SUMMARY:**

Civil Action Case No. 20-20-006361-NI. TEO Anthony Reed

*** RECOMMENDATION:**

RESOLVED, that the Law Department is hereby authorized under Section 13-11-1 et. seq. of the Municipal Code of the City of Detroit and in accordance with the foregoing communication to provide legal representation and indemnification to the following employee in the lawsuit Louise Bechard v City of Detroit et al., Civil Case No. 20-006361-NI.

We concur with the recommendation of the Head of the Department and believe that the City Council should find and determine that the suit against the Defendant TEO Anthony Reed arises out of or involves the performance in good faith or the official duties of such Defendant. We, further, recommend that the City undertake to indemnify the Defendant if there is an adverse judgment. We, therefore, recommend a "YES" vote on the attached resolution.

*** DEPARTMENTAL CONTACT:**

Name: Melinda Brown
Position: Senior Clerk

***=REQUIRED**



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

September 3, 2020

HONORABLE CITY COUNCIL

**RE: Louise Bechard v City of Detroit, et al.
Civil Action Case No: 20-20-006361-NI**

Representation by the Law Department of the City employee listed below is hereby recommended, as we concur with the recommendation of the Head of the Department and believe that the City Council should find and determine that the suit against the Defendant arises out of or involves the performance in good faith of the official duties of such Defendant. We, further, recommend that the City undertake to indemnify the Defendant if there is an adverse judgment. We, therefore, recommend a "YES" vote on the attached resolution.

Copies of the relevant documents are submitted under separate cover.

Employee requesting representation:

TEO Anthony Reed

Respectfully submitted,

Douglas Baker, Chief of Criminal
Enforcement and Quality of Life

APPROVED:

BY:

LAWRENCE T. GARCIA
CORPORATION COUNSEL

DB/sb

Attachments

RESOLUTION

By Council Member

:

RESOLVED, that the Law Department is hereby authorized under Section 13-11-1 et. seq. of the Municipal Code of the City of Detroit and in accordance with the foregoing communication to provide legal representation and indemnification to the following employee in the lawsuit **Louise Bechard v City of Detroit et al., Civil Case No. 20-006361-NI.**

TEO Anthony Reed

APPROVED:

BY: *Lawrence T. Garcia*
LAWRENCE T. GARCIA
CORPORATION COUNSEL



DEPARTMENTAL SUBMISSION

DEPARTMENT: 56
FILE NUMBER: Council Member Raquel Castañeda-
López-0038

*** ITEM**

MEMORANDUM

*** Council Member**

Council Member Raquel Castaneda-Lopez

Memorandum relative to (summary below):

*** SUMMARY:**

Questions regarding DIBC security

*** RECOMMENDATION:**

Questions regarding DIBC security

*** COMMITTEE REFERRED TO:**

Internal Operations

*** DEPARTMENTAL CONTACT:**

Name: Nicole Vargas
Position: Policy Analyst

***=REQUIRED**

City of Detroit

CITY COUNCIL

RAQUEL CASTAÑEDA-LÓPEZ
COUNCIL MEMBER
DISTRICT 6

MEMORANDUM

TO: Mayor's Office
David Whitaker, Director, LPD
Lawrence Garcia, Corporation Counsel

THRU: Council President Brenda Jones

FROM: Council Member Raquel Castañeda-López

DATE: September 21, 2020

RE: Ambassador Bridge breach incident

It was recently reported that a man was able to climb over 150 feet to top the Ambassador Bridge undetected. This incident raises a number of questions regarding the adequacy of the bridge security on this important national crossing. Please respond to the following questions:

1. What is the DIBC's current protocol for handling security breaches? Is the City involved/notified?
2. Do any Detroit codes apply to the operation of the Bridge?
3. Which entities have influence over Bridge operations (e.g. Coast Guard, Army Corp. of Engineers, Homeland Security)?
4. What City entities have authority to inspect the Bridge? Are inspections performed only at 5-year intervals, as stated in Sec. 8-15-34? Please provide a report of the entities in charge of inspecting and enforcing any Bridge violations and include all inspection reports from the last 5 years.
5. Do City Law enforcement entities have unrestricted access to the Bridge? Who has primary jurisdiction?

Thank you for your consideration of this request. Please do not hesitate to contact my office if you have any questions.

Cc: Honorable Detroit City Council
Avery Peeples, Mayor's Liaison
City Clerk



DEPARTMENTAL SUBMISSION

DEPARTMENT: [eSCRIBE Department]
FILE NUMBER: Council President Pro Tem Mary
Sheffield-0071

* ITEM

MEMORANDUM

* Council Member

Choose an item.

Memorandum relative to (summary below):

* SUMMARY:

Click or tap here to enter text.

* RECOMMENDATION:

Click or tap here to enter text.

* COMMITTEE REFERRED TO:

Choose an item.

* DEPARTMENTAL CONTACT:

Name: Click or tap here to enter text.

Position: Click or tap here to enter text.

***=REQUIRED**

City of Detroit

CITY COUNCIL

MARY SHEFFIELD
COUNCIL PRESIDENT PRO TEM
DISTRICT 5

MEMORANDUM

TO: Brad Dick, Group Executive for Infrastructure
General Services Department

FROM: Council President Pro Tem Mary Sheffield

DATE: September 24, 2020

RE: New Center Commons Homeowners Association and the Community Association
for New Center Area Dead Tree Concern

New Center Commons Homeowners Association has concerns related all of the Maple trees on Bethune and Delaware between Second and Third Avenues. They assert that the trees are either dead or dying from disease (and Maple trees in Pallister Park also appear to be diseased). They have not been able to get a response on when a surveyor from the Forestry Dept. about removal.

- Will the Forestry Dept. both remove AND replace dead trees?
- Can the City assist with exploring the possibility of partnering with Greening of Detroit?



CITY CLERK INTAKE UNIT ITEM SUBMISSION

DEPARTMENT: 73
FILE NUMBER: Legislative Policy Division - City Planning -0075

RE:

Submitting reso. autho. Fourth extension of review period for Zoning Ordinance text amendment—Short Term Rentals

SUMMARY:

Fourth extension of review period for Zoning Ordinance text amendment—Short Term Rentals

RECOMMENDATION:

For Consideration

Alton James
Chairperson
Lauren Hood
Vice Chair/Secretary

Marcell R. Todd Jr.
Director

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

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

September 21, 2020

HONORABLE CITY COUNCIL

RE: Fourth extension of review period for Zoning Ordinance text amendment—Short Term Rentals

As provided in Sec. 50-3-48 of the 2019 Detroit City Code, where a proposed text amendment is not acted upon by the City Council within one hundred twenty (120) days of the date of receipt of the City Planning Commission's report, it shall be deemed to have been denied, unless extended by the City Council.

The City Planning Commission's report and recommendation to approve the Zoning Ordinance text amendment relative to the repeal of the "home occupation" prohibition of short term rentals was taken up by Your Honorable Body on June 25, 2019. The original 120-day review period was scheduled to expire on October 23, 2019. On October 22, 2019, Your Honorable Body passed a resolution to extend the review period an additional 120 days until February 20, 2020. Subsequently, a second extension of the review period was approved until June 19, 2020. A further extension of the review period was approved until October 17, 2020.

Council's deliberations concerning the non-zoning provisions in the City Code relative to short term rentals are continuing and it would be appropriate to act on the Zoning Ordinance amendment for short term rentals at the same time as the Chapter 8 non-zoning ordinance. A fourth extension of the review period for the Zoning text amendment can be authorized by a vote on the attached resolution to further continue the review period until February 14, 2021.

Respectfully submitted,



Marcell R. Todd, Jr., Director
M. Rory Bolger, Staff

A RESOLUTION BY COUNCIL MEMBER _____:

WHEREAS, The City Planning Commission held a public hearing on June 6, 2019 relative to the proposed Zoning Ordinance text amendment to repeal the “home occupation” prohibition of short term rentals; and

WHEREAS, At its meeting of June 20, 2019, the City Planning Commission voted to recommend approval of the text amendment; and

WHEREAS, City Council took up the recommendation of the City Planning Commission for approval of the proposed text amendment June 25, 2019; and

WHEREAS, The Detroit Zoning Ordinance provides in Sec. 50-3-48 of the 2019 Detroit City Code that where a petition for a proposed text amendment is not acted upon by the City Council within one hundred twenty (120) days of the date of receipt of the City Planning Commission’s report, it shall be deemed to have been denied, unless extended by the City Council; and

WHEREAS, The original 120-day review was set to expire on October 23, 2019; and

WHEREAS, City Council acted on October 22, 2019 to extend the review period for an additional 120 days until February 20, 2020 and then subsequently to extend the review period until June 19, 2020 and then further extended the review period until October 17, 2020; and

WHEREAS, The Chapter 50 Zoning Ordinance text amendment relative to short term rentals will be ripe for action when the related Chapter 8 amendment to the City Code relative to short term rentals is ready for Council’s vote; and

WHEREAS, The Detroit City Council finds it appropriate to further review the proposed text amendment; NOW THEREFORE BE IT

RESOLVED, That the Detroit City Council hereby further extends the review period of the proposed text amendment to repeal the “home occupation” prohibition of short term rentals for an additional 120 days until February 14, 2021.



DEPARTMENTAL SUBMISSION

DEPARTMENT: Public Works - City Engineering
FILE NUMBER: Public Works - City Engineering-0085

*** RE:**

Submitting reso. autho. United States Environmental Protection Agency Great Lakes National Program request for temporary closure and permanent vacationing a portion of Springwells Court located in Delray, Detroit

*** SUMMARY:**

Rouge River Clean-up

*** RECOMMENDATION:**

Approval

*** DEPARTMENTAL CONTACT:**

Name: Jered Dean
Position: Manager II

***=REQUIRED**



October 19, 2017

Honorable City Council:

RE: Petition No. 1303 United States Environmental Protection Agency Great Lakes National Program request for temporary closure and permanent vacationing a portion of Springwells Court located in Delray, Detroit

Petition No. 1303 of United States Environmental Protection Agency, Great Lakes National Program Office request to vacate part of Springwells Court, variable width, lying southerly of Aggregate Drive, variable width; also for a subsurface encroachment consisting of seawall tie-backs and a dead-man wall.

Phase 2 of the request, for vacation of Springwells Court and encroachment in Springwells Court, will be addressed in the attached resolution. Phase 1 of the request, for the temporary closure of Springwells Court was previously addressed in a resolution.

The request is being made as a part of a major clean-up on the Lower Rouge River Old Channel (LRROC) which will serve to improve the quality of Michigan's waters. The U.S. Environmental Protection Agency and Honeywell Inc. have been working cooperatively to remediate coal tar contaminated sediment in the LRROC. Dredging as part of the remedy requires building a permanent bulkhead wall along the shoreline including tiebacks for the wall. Springwells Court is in close proximity to the LRROC and that is the reason for the request. The Economic Development Corporation (EDC) of the City of Detroit are owners of the properties accessed by Springwells Court and the EDC has been involved with the petitioners and approve of the request. The EDC has requested certain provisions that are included in the attached resolution.

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

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

Public Lighting Authority (PLA) reports being involved and estimates a cost of \$3,723 for the removal of the street lighting in the vacation area. A provision for removal of PLA facilities at cost to be borne by the petitioner is a part of the resolution.



AT&T reports being involved and does not object provided the petitioner remove the AT&T facilities in the vacation area. A provision for removal of AT&T facilities at cost to be borne by the petitioner is a part of the resolution.

DTE Energy – Electric Division (DTE) reports being involved and estimates a cost of \$24,173.31 for the removal of the electric facilities in the vacation area. A provision for removal of DTE facilities at cost to be borne by the petitioner is a part of the resolution.

All other involved City departments and privately owned utility companies have reported no objections to the vacation and encroachment. Provisions protecting the rights of the utilities and the City are a part of this resolution.

I am recommending adoption of the attached resolution.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Richard Doherty".

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

/JMK

Cc: Ron Brundidge, Director – DPW

Mayor's Office – City Council Liaison

Will Taminga – Economic Development Corporation

BY COUNCIL MEMBER _____

RESOLVED, that part of Springwells Court described as land in the City of Detroit, Wayne County, Michigan being: Springwells Court, variable width, lying southerly of and adjoining the southerly line of Lots 9 and part of Lot 10 and lying northerly of and adjoining the northerly line of Lot 7 and part of Lot 6 and lying easterly of and adjoining the easterly line of Lot 8 "Amended Plat of the vacated portions of Lots 13 to 19 inclusive, of William Dwights Subdivision of the Fronts of Private Claims 267, 270 and 268" and the vacated portions of Lots 95 to 101, inclusive, of Crawford's Fort Tract, being Private Claim 270, the East part of Private Claim 267, and the West part of Private Claim No. 268, and parts of Private Claims 67 and 267" as recorded in Liber 121, Pages 62-69 of Plats, Wayne County Records; and being further described as all that part of Springwells Court lying easterly of the easterly line of said Lot 8 and lying westerly of a line more particularly described as follows: Commencing at the southeasterly corner of above said Lot 10; thence along the southerly line of Lot 10 a distance of 127.03 feet along the arc of a curve, concave to the north, with a delta of $16^{\circ}10'27''$, a radius of 450.00 feet and a long chord of 126.61 which bears $S68^{\circ}32'24''W$ to the point of beginning; thence $S13^{\circ}22'22''E$ 94.06 feet to a point on the north line of above said Lot 6 and the point of ending.

Be and the same is hereby vacated (outright) as public right-of-way to become part and parcel of the abutting property, subject to the following provisions:

PROVIDED, that petitioner/property owner make satisfactory arrangements with any and all utility companies for cost and arrangements for the removing and/or relocating of the utility companies and city departments services or granting of easements if necessary, and further

PROVIDED, that the petitioner contact DTE Energy to make arrangements for removing and/or rerouting their electric services. The estimated cost is 24,173.31 dollars to be borne by the petitioner or their assigns, and further

PROVIDED, that the petitioner contact AT&T to make arrangements for removing and/or rerouting their services. The cost to be borne by the petitioner or their assigns, and further

PROVIDED, that the petitioner contact Public Lighting Authority to make arrangements for removing the existing street lighting and their feeds. The estimated cost is 3,723 dollars to be borne by the petitioner or their assigns, and further

PROVIDED, that the petitioner shall design and construct proposed sewers and or water mains and to make the connections to the existing public sewers and or water mains as required by Detroit Water and Sewerage Department (DWSD) prior to construction of the proposed sewers and or water mains, and further

PROVIDED, that the plans for the sewers and or water mains shall be prepared by a registered engineer; and further

PROVIDED, that DWSD be and is hereby authorized to review the drawings for the proposed sewers and or water mains and to issue permits for the construction of the sewers; and further

PROVIDED, that the entire work is to be performed in accordance with plans and specifications approved by DWSD and constructed under the inspection and approval of DWSD; and further

PROVIDED, that the entire cost of the proposed sewers and or water mains construction, including inspection, survey and engineering shall be borne by the petitioner; and further

PROVIDED, that the petitioner shall deposit with DWSD, in advance of engineering, inspection and survey, such amounts as the department deems necessary to cover the costs of these services; and further

PROVIDED, that the petitioner shall grant to the City a satisfactory easement for the sewers and or water mains, and further

PROVIDED, that the Board of Water Commissioners shall accept and execute the easement grant on behalf of the City, and further

PROVIDED, that the petitioner shall provide a one (1) year warranty for the proposed sewers and or water mains, and further

PROVIDED, that upon satisfactory completion, the sewers and or water mains shall become City property and become part of the City system. And any existing sewers and or water mains that were abandoned shall belong to the petitioner and will no longer be the responsibility of the City; and further

PROVIDED, that the petitioner shall construct a new cul-de-sac for Springwells Court traffic. The cul-de-sac design shall be subject to the approval of DPW – Traffic Engineering Division; and the construction shall be done under city permit and inspection according to City Engineering Division – DPW specifications with all costs borne by the petitioner or their assigns, and further

PROVIDED, that any construction in the public rights-of-way such as removal and construction of new pavement, driveways, curbs and sidewalks shall be done under city permit and inspection according to City Engineering Division – DPW specifications with all costs borne by the abutting owner(s), their heir or assigns; and further

PROVIDED, that the petitioner shall extend subsurface utilities required for the future development of Lots adjacent to the vacated portion of Springwells Court as required by the EDC of the City of Detroit, and further

PROVIDED, that the petitioner shall install any subsurface storm water drainage facilities in said Lot 7 or 1661 Springwells Court, so that it can be developed in the future, as required by the EDC of the City of Detroit including submitting the necessary drawings for such improvements subject to the approval of the EDC, 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.

And be it also RESOLVED, that the Department of Public Works, City Engineering Division is hereby authorized and directed to issue permits to United States Environmental Protection Agency, Great Lakes National Program or their assigns to install and maintain an encroachment consisting of tiebacks and dead-man wall in Springwells Court, variable width, said part of Springwells Court more particularly described as: land in the City of Detroit, Wayne County, Michigan being part of Springwells Court and more particularly described as follows: Commencing at the southeast corner of Lot 10 "Amended Plat of the vacated portions of Lots 13 to 19 inclusive, of William Dwights Subdivision of the Fronts of Private Claims 267, 270 and 268" and the vacated portions of Lots 95 to 101, inclusive, of Crawford's Fort Tract, being Private Claim 270, the East part of Private Claim 267, and the West part of Private Claim No. 268, and parts of Private Claims 67 and 267" as recorded in Liber 121, Pages 62-69 of Plats, Wayne County Records; thence along the southerly line of Lot 10 a distance of 127.03 feet along the arc of a curve, concave to the north, with a delta of 16°10'27", a radius of 450.00 feet and a long chord of 126.61 which bears S68°32'24"W; thence S13°22'22"E 70.63 feet to the point of beginning; thence S13°22'22"E 23.46 feet to the southerly line of Springwells Court, variable width, thence along said southerly line of Springwells Court along a curve 115.07 feet, concave to the north, with a delta of 11°59'13", a radius of 550.00 feet, and a long chord of 114.86 feet which bears N71°46'00"E; thence S83°28'00"W 115.27 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, 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, that United States Environmental Protection Agency, Great Lakes National Program 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 United States Environmental Protection Agency, Great Lakes National Program 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 United States Environmental Protection Agency, Great Lakes National Program or their assigns. Should damages to utilities occur United States Environmental Protection Agency, Great Lakes National Program Estate 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 United States Environmental Protection Agency, Great Lakes National Program 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 United States Environmental Protection Agency, Great Lakes National Program or their assigns of the terms thereof. Further, United States Environmental Protection Agency, Great Lakes National Program 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

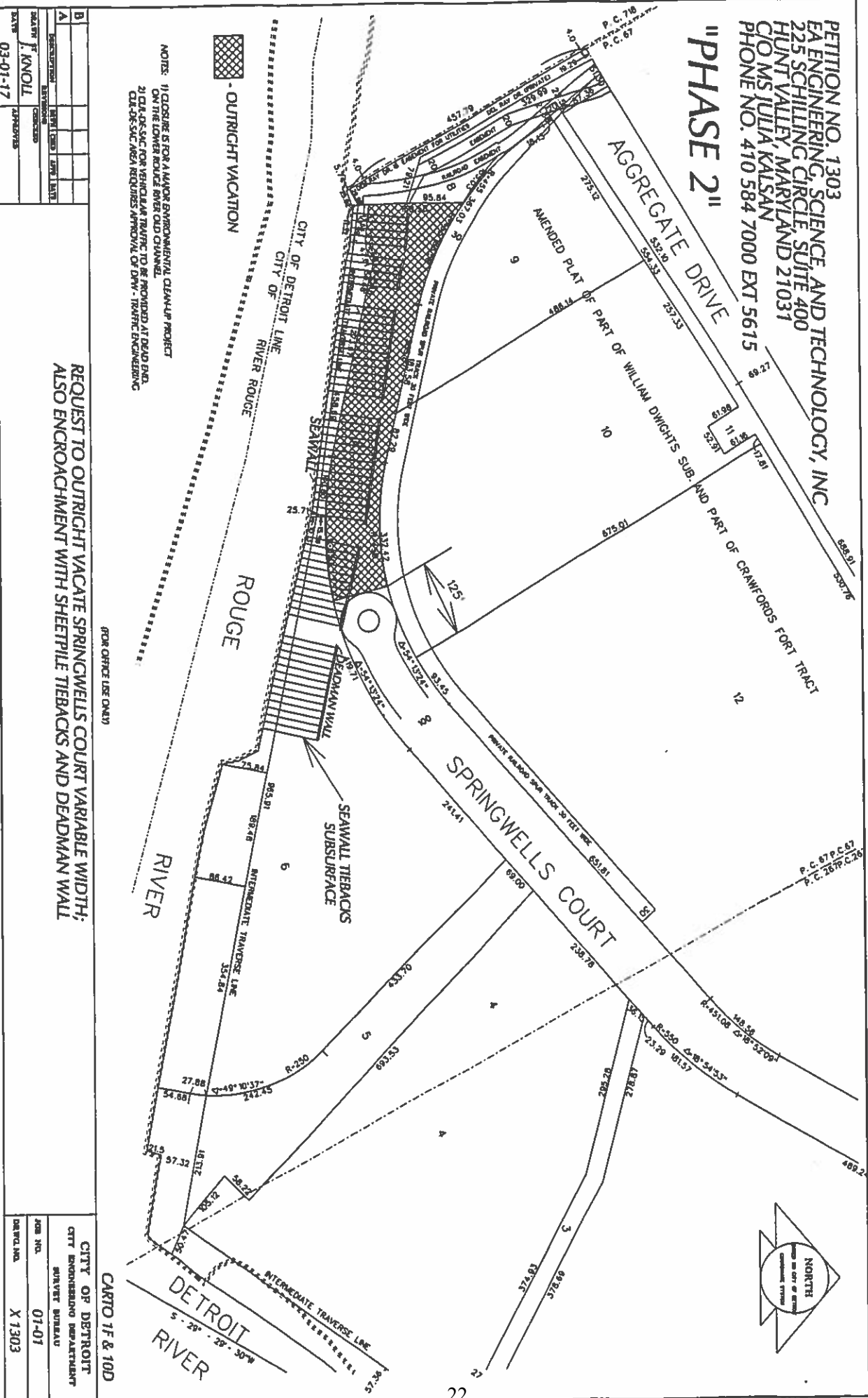
PROVIDED, that construction of the encroachments shall constitute acceptance of the terms and conditions as set forth in this resolution; and be it further

PROVIDED, this resolution for encroachments is revocable at the will, whim or caprice of the City Council, and United States Environmental Protection Agency, Great Lakes National Program 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 further

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

"PHASE 2"



REQUEST TO OUTRIGHT VACATE SPRINGWELLS COURT VARIABLE WIDTH;
ALSO ENCROACHMENT WITH SHEETPILE TIEBACKS AND DEADMAN WALL

FOR OFFICE USE ONLY

CARTO 1F & 10D

CITY OF DETROIT
CITY ENGINEERING DEPARTMENT

JOE NO. 01-01

DEFG NO. X 1303



CITY OF DETROIT

Choose an item.

Choose an item.

MEMORANDUM

To: Director Ron Brundidge, DPW Director Boysie Jackson, OCP

Through: Council President Jones

From: Council Member Roy McCallister Jr. submitting memorandum
relative to

Date: 9/17/2020

RE: DPW, Advanced Disposal questions

SUMMARY:

Click or tap here to enter text.

DEPARTMENTAL CONTACT:

Name: Click or tap here to enter text.

Position: Click or tap here to enter text.

MEMORANDUM

TO: Honorable Scott Benson, Chairperson- Public Health and Safety Standing Committee
Director Boysie Jackson- Office of Contracting and Procurement
Director Ron Brudidge- Department of Public Works

FROM: Roy McCalister, Jr., Member- Public Health and Safety Standing Committee

DATE: September 21, 2019

RE: **Update on trash removal services with Advance Disposal**

- 1- Can you please explain why the trash pick-up at abandon homes is being left behind if the cubic feet exceed the contractual limits?
- 2- Is there any way that each bi-weekly pick up extracts the limit until all of the solid waste is eventually removed from said location?
- 3- If the property owner is identified, does BSEED/ DPW charge the property owner a cost for services rendered?
- 4- How soon before the next installment of the illegal dumping's covert-cameras?
- 5- How does the public/ community submit illegal dumping complaint locations?
- 6- Has there been any consideration for an RFP for the local minority contractors to address the blight issues at abandon properties? These contractors could assist in alleviating the solid waste issues not addressed within the contract of Advanced Disposal.
- 7- How often do DPW inspectors trail the Advance Disposal trucks and monitor the services provided by contract?

Sincerely,

Roy McCalister, Jr.
Detroit City Council
CC:
City Clerk
Stephanie Washington, Mayor's Office



CITY OF DETROIT

Choose an item.

Choose an item.

MEMORANDUM

To: David Bell, Director - BSEED

Through: Council President Jones

From: Council Member Roy McCallister Jr. submitting memorandum
relative to

Date: 9/17/2020

RE: Ambassador Bridge Questions

SUMMARY:

Click or tap here to enter text.

DEPARTMENTAL CONTACT:

Name: Click or tap here to enter text.

Position: Click or tap here to enter text.

MEMORANDUM

TO: Honorable Scott Benson, Chairperson- Public Health and Safety Standing Committee
Director Davis Bell, BSEED

FROM: Roy McCalister, Jr., Member- Public Health and Safety Standing Committee

DATE: September 21, 2019

RE: **Ambassador Bridge- Hazardous Material Transport on the Ambassador Bridge**

1. Has BSEED rendered an opinion relative to the transportation of Hazardous Materials across the Ambassador Bridge?
2. Can you please advise this office if Hazardous Material Placards are utilized when such materials are being transported within the City of Detroit, by all carriers?
3. Does BSEED communicate with MDOT or local authorities when there are concerns related to hazard materials? If so, who? When? And How are concerns relayed?
4. Is there a locally established Hazard Material Council or advisory board?

Sincerely,
Roy McCalister, Jr.
Detroit City Council
CC:
City Clerk
Stephanie Washington, Mayor's Office



Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 1126
Detroit, Michigan 48226

Phone 313•224•3400
Fax 313•224•4128
www.detroitmi.gov

September 2, 2020

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

RE: Neighborhood Improvement Program (NIP) - Closing Resolution

Honorable City Council:

The Administration is pleased to present the Neighborhood Improvement Program (NIP) resolution for the Council's consideration. The resolution outlines a series of governance, procurement and community development policy objectives the administration is committed to implement in the expenditure of the bond funds.

If the ballot item is approved by the electorate, the resolution will become a guide for the use of the funds.

If you have any questions about this proposal, please reach out to me at ajemison@detroitmi.gov or Stephanie Washington at washingtons@detroitmi.gov. Thank you for your time and consideration.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Arthur Jemison'.

Arthur Jemison
Group Executive - Planning, Housing & Development
Mayor's Office

cc: A. Peebles, Mayor's Office



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Resolution Supporting the Administration's Commitment to the goals of the Neighborhood Improvement Plan, to be Supported in Part by Proposal N, the Neighborhood Improvement Bonds

COUNCIL MEMBER _____

WHEREAS, the Mayor has requested the City Council to approve a ballot initiative by which the City shall borrow an amount not to exceed \$250,000,000 and issue Unlimited Tax General Obligation Bonds of the City for the purpose of Neighborhood Improvement through the preservation and rehabilitation of as many vacant houses as possible, the demolition of abandoned houses that cannot be saved, and improvement from related blight remediation activities (the "Neighborhood Improvement Plan"); and

WHEREAS, the City of Detroit is experiencing historically high unemployment rates and economic hardship on Detroit businesses; and

WHEREAS, the \$250 million Neighborhood Improvement Bonds provide a much needed opportunity for stimulus for Detroit businesses and employment opportunity for Detroit residents under the commitments specified in this resolution; and

WHEREAS, in consideration of the City Council's approval of the proposed Neighborhood Improvement Bond Resolution the Administration agrees to undertake the items within the resolve of this resolution and City Council agrees that its ongoing oversight of the implementation of the Neighborhood Improvement Plan will assure that its implementation will follow the seven goals specified herein; **BE IT THEREFORE**

1. RESOLVED, the City of Detroit will implement the Neighborhood Improvement Plan operated to accomplish eight primary goals as proposed by the Mayor and agreed to by City Council:

1. Save every house possible from demolition by prioritizing the rehab of vacant homes.
2. Give preference to Detroit companies in all rehabilitation and demolition related contracts with a goal of 50%+ work performed by Detroit contractors.
3. Give preference to companies who commit to train and employee Detroiters with a goal of getting these companies to employ at least 51% Detroit residents.
4. Partner with Detroit Community Development Organizations (CDO's) and other qualified groups to rehab homes and redevelop property in the neighborhoods.
5. Give preference to Detroit residents to acquire and reuse the properties in their neighborhoods.

6. Combine the Neighborhood Improvement Bonds with other funding sources for broader neighborhood redevelopment.
7. Bring Accountability for the Demolition back under the oversight of City Government.
8. Keep the property tax rate at current levels while supporting a \$250 million reinvestment in the neighborhoods; and

2. RESOLVED, Subject to state law and City ordinance, the administration will operate the securing of vacant houses for rehabilitation and for demolition of abandoned houses through a Detroit Vacant House Management Department. The changes will be proposed in an Executive Organization Plan amendment submitted to City Council before the end of the Council Session in November 2020 and will modify the existing Detroit Demolition Department to become the Detroit Vacant House Management Department. The Detroit Vacant House Management Department will be responsible for securing or demolishing vacant houses, but will not be engaged in the sale or ultimate redevelopment of those houses; and

3. RESOLVED, the City will create a Neighborhood Improvement Plan Advisory Board made up of three members appointed by the Mayor, three members appointed by City Council, and one jointly appointed member from a selection of candidates submitted by City of Detroit residents. The Board will review and monitor the goals of the final resolution, review the Quarterly Reports from the Vacant House Management Department and provide recommendations to the Administration and City Council; and

4. RESOLVED, by the end of Council Session in November, 2020, the Vacant House Management Department and DLBA will submit a plan to City Council to provide for the following:

1. A process of identifying all public owned vacant properties that have potential to be rehabbed and occupied if they are promptly secured.
2. A plan for securing all publicly owned salvageable vacant houses from further deterioration, including a plan to clean out debris, to install exterior security materials sufficient to strongly deter entrance from trespassers or vandals, and to protect the interiors from ongoing water damage from leaking roofs or other sources; and

5. RESOLVED, the Office of Contracting and Procurement agrees to submit non-emergency residential demolition contracts in packages not to exceed 2,000 properties not more than quarterly; and

6. RESOLVED, Through the use of the equalization ordinances and aggressive work by Civil Rights, Inclusion & Opportunity Department, The City will qualify contractors for the exterior security of houses and for demolition, with the goal of over 50% of the contracts with one of the



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following certifications: Detroit Based Businesses, Detroit Headquartered Businesses, Detroit Small Businesses, Detroit Resident Businesses, Detroit Based Micro Businesses, Minority Owned Business Enterprises, Women- Owned Business Enterprises, Mentor Ventures, and Joint Ventures. Special packages may be brought to City Council outside of the biannual process to address emergency, public safety or economic development needs. For bond offerings from this authorization, the City will endeavor to contract with minority owned and operated professional services providers, including but not limited to legal services, bond underwriting and financial advisory services. The Office of Procurement and the Civil Rights, Inclusion & Opportunity Department will implement target business outreach to attract and certify additional demolition and rehabilitation businesses in the future. The Administration will also target outreach to unemployed Detroit residents; and

7. RESOLVED, within each procurement for house security services or demolitions, the Office of Contracting and Procurement will set aside contracts for certified Detroit Small Businesses and Detroit Based Micro Businesses. The Office of Procurement intends to set aside 30% of the contracts for certified Detroit Small Businesses and Detroit Based Micro Businesses in the procurement to be awarded in January 2021 and will report to the Administration and City Council following the completion of the procurement. If there is insufficient capacity to meet the 30% set aside in the January 2021 procurement, the Office of Contracting and Procurement and the Civil Rights, Inclusion & Opportunity Department will report to City Council on actions they will take to attract and certify additional Detroit Small Businesses and Detroit Based Micro Businesses in house security or demolition in the future; and

8. RESOLVED, Prior to the submission of a house security or demolition bid package, the Office of Contracting and Procurement agrees to submit at the time of each major procurement for demolition report for all house security or demolition contractors that are not certified as a Detroit Resident Business including the number of employees and the number of Detroit-resident employees at the time of bidding; and

9. RESOLVED, by December 31, representatives from the OCFO and CRIO will work with the Budget, Finance and Audit Standing Committee to review the existing ordinance, develop outcome metrics and recommend changes to the ordinance to better meet the objectives of the Administration and City Council; and

10. RESOLVED, the Neighborhood Improvement Plan will provide employment opportunities for Detroiters, including the following:

1. For employees hired directly by the Vacant House Management Department, every effort will be made to hire Detroiters with the expectation of a success rate comparable



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- to the General Service Department's performance in hiring Detroiters in the recent citywide board-up effort.
2. For all bids awarded under the Neighborhood Improvement Plan, the administration has agreed to extend the application of Executive Order 2016-1, regardless of the size of the rehabilitation or demolition contract.
 3. Detroit Employment Solutions Corporation agrees to schedule a meeting with house securing and demolition contractors that have been pre-qualified to determine the hiring and training needs of each contractor to inform a gap analysis for implementation of the Blight Elimination Strategy within one (1) month of the approval of this agreement; and

11. RESOLVED, within one (1) month of approval of this agreement, the Detroit Employment Solutions Corporation agrees to implement a Neighborhood Improvement Employment Outreach marketing plan that may include, but not limited to the following: outdoor signage; digital and social media outreach across Detroit at Work and all city channels; outreach to our community partners including City Council, Faith-based, community partners, Detroit Public Community School District, Department of Neighborhoods; Detroit at Work website banners and landing page highlighting details and how to sign up and find our more information (detroitatwork.com averages 50,000 visits a month); Detroit at Work newsletter with over 120,000 Detroiters subscribing; press conference to announce efforts and garner media partners stories, including ethnic media; and translation of marketing materials; and

12. RESOLVED, the Office of Contracting and Procurement, Detroit Employment Solutions Corporation, the Vacant House Management Department, and the Civil Rights, Inclusion & Opportunity Department agree to host employment fairs for contractors that do not qualify for the Detroit Resident Business certification. The Office of Contracting and Procurement will encourage those house security and demolition businesses that do not qualify for this certification to attend; and

13. RESOLVED, in consultation with the City Council, City and Detroit Land Bank Authority (DLBA) will work together to accomplish the following:

1. Evaluate and recommend new discount programs for Detroit residents.
2. Evaluate and recommend methods to make it easier for Detroiters to acquire vacant land and housing (such as the Building Blocks Program).
3. Make recommendations on the future of all vacant lots currently in the DLBA's inventory as well as future vacant lots resulting from the Neighborhood Improvement Plan.
4. Continue to implement the Building Blocks program across the City as structures and land are made available for sale.
5. Implement the Vacant Land Policies Approved by the DLBA Board in March of 2020.

6. Implement Rehab Academy; and

14. RESOLVED, in partnership with the DLBA, the City will pursue a goal of converting the secured houses into rehabilitation as quickly as possible, with a goal of increasing the number of rehabs to 2,500 per year. This will vary based on housing market conditions, but the City will use multiple strategies to achieve this goal including sales, affordable housing subsidies (with a 50% AMI target), encouraging bank lending for home repair, rehabilitation subsidies, coordinated demolition strategies, expanding programs such as Rehabbed and Ready, planning support, and other initiatives; and

15. RESOLVED, the City and DLBA agree to maximize the use of Community Development Organizations such as Detroit 21 and other non-profits, including churches, to develop community partnerships to speed up the renovation of the secured vacant houses. The City of Detroit and DLBA will implement an outreach plan to inform and prepare CDOs for training opportunities; and

16. RESOLVED, the City will have a rehab and marketing strategy that is aimed at assisting lower income residents (targeting households below 50% AMI) and seniors in purchasing rehabbed or partially rehabbed houses; and

17. RESOLVED, the City will use sustainable renovation standards to provide future property owners with low utility costs, to include but not limited to, high efficiency systems (such as furnace, water heater) and updated windows; and

18. RESOLVED, the Vacant House Management Department will submit quarterly reports detailing the following: number of homes secured, number of houses demolished, proof of field liaisons' visits to each property, proof that all securing and demolition work was monitored - including the backfill activity, any ongoing investigations or litigation, and any violations issued; and

19. RESOLVED, the Vacant House Management Department will conduct a deconstruction pilot which preserves reusable materials that are then made available for purchase by residents engaged in rehabilitation or construction of their homes, to determine the feasibility of incorporating deconstruction into the demolition program on a larger scale; and

20. RESOLVED, Planning and Development Department will complete neighborhood plans driven by the community, through outreach and engagement, including those neighborhoods most impacted by abandoned structures and vacant land, and update the master plan for the City over the next five years with community input; and



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21. RESOLVED, in the areas most affected by demolition of vacant and abandoned structures, the City will be investigating four primary areas for neighborhood planning: the history of the neighborhood; tactical historic preservation opportunities; housing rehabilitation opportunities for vacant properties; interim and medium-term open space strategies. These pillars will help the city and neighbors plan for redevelopment while also creating amenities, prevent illegal dumping and making the neighborhood more attractive. The City will continue to use at least six large community meetings as part of its community engagement in the manner it has conducted its prior neighborhood plans; and

22. RESOLVED, through community meetings, the Planning and Development Department will develop side-lot, landscape and interim use strategies for areas that will remain vacant for the medium term. The City and DLBA will create land use policies that promote and protect public space and explore shared land ownership models such as land trusts; and

23. RESOLVED, the Neighborhood Improvement Plan will include efforts to address non-structural blight, including alley clean-ups, vacant lot cutting, and dead tree removal, and efforts to discourage illegal dumping; and

24. RESOLVED, the City will continue to partner with nonprofits and philanthropies to provide information about pathways out of foreclosure through Make it Home, Homeowner Property Tax Exemption Program, Pay as You Stay, and Right of First Refusal. These efforts will be extended in an unprecedented door-to-door community outreach campaign through a new established Detroit Community Health Corps; and

25. RESOLVED, the City's Mayor's office and applicable department and affiliates will conduct a Community Outreach Plan exceeding the requirements of the proposed Community Engagement Ordinance, the Plan will include but not be limited to:

- a. 7 Charter mandated meetings by the Mayor (Aug-Sep).
- b. 4 Virtual info sessions.
- c. 7 Council District meetings (Councilmember hosted).
- d. 1 Mayor Public Address via TV (pre-Election day); and

26. RESOLVED, the City OCP, in collaboration with the Vacant House Management Department, will consider a procurement for services that provide support such as certified soil, insurance, equipment leasing, etc. for certified Detroit-Based, Detroit headquartered and small businesses; and **BE IT FINALLY**

27. RESOLVED, HRD agrees to use future CARES Act CDBG, HOME, future non-CARES Act CDBG or other eligible funds to support the Detroit Housing Compact / Building the Engine



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Community Development home rehabilitation pilot program. HRD, the Detroit 21 and the Housing Compact members will work together through August 2020 to complete due diligence on the program to help redevelop vacant DLBA structures to be included in the City's HUD Annual Action Plan.



DEPARTMENTAL SUBMISSION

DEPARTMENT: Office of Contracting & Procurement
FILE NUMBER: Office of Contracting & Procurement-
0049

RE:

Submitting Reso. Autho. Contract No. 3045164

SUMMARY:

3045164 100% City Funding – To Provide a Cloud Based Database Backup and Storage System for the Retention and Retrieval of Documents Generated by the Office of the Assessor. – Contractor: IT Right, Inc. – Location: 5815 East Clark Road, Bath, MI 48808 – Contract Period: Upon City Council Approval through September 30, 2023 – Total Contract Amount: \$170,000.00.
OFFICE OF THE CHIEF FINANCIAL OFFICER

RECOMMENDATION:

3045164 100% City Funding – To Provide a Cloud Based Database Backup and Storage System for the Retention and Retrieval of Documents Generated by the Office of the Assessor. – Contractor: IT Right, Inc. – Location: 5815 East Clark Road, Bath, MI 48808 – Contract Period: Upon City Council Approval through September 30, 2023 – Total Contract Amount: \$170,000.00.
OFFICE OF THE CHIEF FINANCIAL OFFICER

BY Choose an item.

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement Office

RESOLVED: that Contract No. 3045164 referred to in the foregoing communication dated September 17, 2020 be hereby and is approved.

DEPARTMENTAL CONTACT:

Name: Alexandria Vaughn-Powe
Position: Procurement Assistant



DEPARTMENTAL SUBMISSION

DEPARTMENT: Office of Contracting & Procurement
FILE NUMBER: Office of Contracting & Procurement-
0050

RE:

Submitting Reso. Autho. Contract No. 6002861

SUMMARY:

6002861 100% City Funding – To Provide Citywide Insurance Broker Services. –
Contractor: Alliant Insurance Services, Inc. – Location: 1050 Wilshire Drive Suite
210, Troy, MI 48084 – Contract Period: Upon City Council Approval through June
30, 2021 – Total Contract Amount: \$1,822,601.78.

OFFICE OF THE CHIEF FINANCIAL OFFICER

RECOMMENDATION:

6002861 100% City Funding – To Provide Citywide Insurance Broker Services. –
Contractor: Alliant Insurance Services, Inc. – Location: 1050 Wilshire Drive Suite
210, Troy, MI 48084 – Contract Period: Upon City Council Approval through June
30, 2021 – Total Contract Amount: \$1,822,601.78.

OFFICE OF THE CHIEF FINANCIAL OFFICER

BY Choose an item.

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement Office

RESOLVED: that Contract No. 6002861 referred to in the foregoing communication dated
September 17, 2020 be hereby and is approved.

DEPARTMENTAL CONTACT:

Name: Alexandria Vaughn-Powe
Position: Procurement Assistant



CITY CLERK INTAKE UNIT ITEM SUBMISSION

DEPARTMENT: Office of the Assessor
FILE NUMBER: Office of the Assessor-0008

RE:
Submitting reso. autho.

SUMMARY:
REC Center Limited Dividend Housing Association Limited Partnership – Payment in Lieu of Taxes

RECOMMENDATION:
Recommend approval.



September 15, 2020

Honorable City Council

RE: REC Center Limited Dividend Housing Association Limited Partnership – Payment in Lieu of Taxes (PILOT)

Full Circle Communities, Inc. has formed REC Center Limited Dividend Housing Association Limited Partnership in order to develop the Project known as the Ruth Ellis Clairmount Center. The Project is a newly constructed mixed-use building with elevator access and will consist of forty-three (43) units on the second through fourth floors with commercial space for supportive services on the ground floor. The building will be located in an area bounded by Clairmount on the north, Woodward on the east, Hazelwood on the south and Second on the west.

The Project will include eleven (11) 1 bedroom/1 bath and thirty-two (32) studio apartments. The building will provide affordable, permanent supportive housing and services for homeless or disabled persons as well as Lesbian, Gay, Bisexual, Transgender and Queer youth. A non-income producing unit will be reserved for a peer support specialist. There will also be 9,215 square feet of first floor commercial space.

A construction loan in the amount of \$9,900,000 will be provided by Bank of America N.A. National Equity Fund, Inc. will make Capital Contributions of \$13,838,299 which includes the purchase of Low Income Housing Tax Credits ("LIHTC"). The City of Detroit will provide a Community Development Block Grant Loan in the amount of \$1,000,000. Additionally, the Sponsor has agreed to defer \$338,519 of the developer fee.

Rents for all units have been set at or below sixty percent (60%) of the Area Median Household Income ("AMHI"). Resident rent amounts will be determined according to the project-based voucher, rental assistance, LIHTC and Section 811 program AMHI allowances. All forty-three (43) units will be subject to the PILOT based on Section 15a of the State Housing Development Authority Act of 1966, as amended.

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

Respectfully submitted,

Alvin Horhn
Deputy CFO/Assessor

Attachment
JB/jb



BY COUNCIL MEMBER _____

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

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

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

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

WHEREAS, the Sponsor is proposing to undertake the construction of a housing project to be known as the Ruth Ellis Center consisting of forty-three (43) units in a building located on one parcel of property owned or to be acquired by the Sponsor as described by street address and tax parcel in Exhibit A to this resolution, with all forty-three (43) units for low and moderate income housing (the "Project"); and

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

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

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

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

NOW, THEREFORE, BE IT -

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



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

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

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

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

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



EXHIBIT A

REC Center Limited Dividend Housing Association Limited Partnership

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

Lots 6, 8 and the East 55 feet of Lot 10, Hubbard & Dingwalls Subdivision, according to the recorded plat thereof, as recorded in Liber 10, Page 84 of Plats, Wayne County Records.

Tax Parcel No. Ward 02, item 001414-7

Property Address: 61 Clairmount



CITY CLERK INTAKE UNIT ITEM SUBMISSION

DEPARTMENT: 73
FILE NUMBER: Legislative Policy Division - City Planning -0072

RE:

Submitting reso. autho. Neighborhood Enterprise Zone Certificate Application for the rehabilitation of an existing single-family residential structure located at 1321 Labrosse Avenue in the Corktown Neighborhood Enterprise Zone area.

SUMMARY:

Neighborhood Enterprise Zone Certificate Application for the rehabilitation of an existing single-family residential structure located at 1321 Labrosse Avenue in the Corktown Neighborhood Enterprise Zone area.

RECOMMENDATION:

Recommend Approval

Alton James
Chairperson
Lauren Hood, MCD
Vice Chair/Secretary

Marcell R. Todd, Jr.
Director

City of Detroit

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

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

September 2, 2020

HONORABLE CITY COUNCIL

RE: Neighborhood Enterprise Zone Certificate Application for the rehabilitation of an existing single-family residential structure located at 1321 Labrosse Avenue in the Corktown Neighborhood Enterprise Zone area. (RECOMMEND APPROVAL)

The office of the City Planning Commission (CPC) has received an application requesting a Neighborhood Enterprise Zone (NEZ) certificate forwarded from the office of the City Clerk for the rehabilitation of an existing single-family residential structure located at 1321 Labrosse Avenue. This application corresponds to a qualified site which will accommodate the rehabilitation of a current building consistent with zoning and the Master Plan of Policies. The building is anticipated to undergo substantial work, including mechanical, HVAC, interior and exterior renovations. CPC staff has reviewed the application and recommends approval.

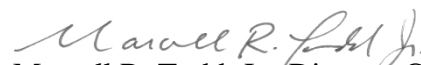
The subject property has been confirmed as being within the boundaries of the Corktown NEZ which was established by a vote of Council on October 25, 1994, and should be eligible for NEZ certificates under State Act 147 of 1992 as currently written. The anticipated cost of rehabilitation for 1321 Labrosse Avenue is \$275,000.00. The NEZ certificate application appears to have been submitted after the issuance of applicable building permits. The building permits show that the permits were issued on February 14, 2019 for interior and exterior alterations, July 15, 2020 for mechanical, and August 25, 2020 for plumbing, and the application for the NEZ certificate was filed with the City of Detroit Clerk's office on June 18, 2020. MCL 207.774 states the application must be filed before a building permit is issued or as otherwise provided by the local governmental unit by resolution if the application is filed not later than 6 months following the date the building permit is issued.

In order to proceed the City of Detroit would have to approve a resolution which contains language that approves the submission of the application after the issuance of the building permit, however, no later than 6 month following the date the building permit was issued.

The required resolution is attached for your consideration.

Please contact our office should you have any questions.

Respectfully submitted,


Marcell R. Todd, Jr., Director CPC
George A. Etheridge, City Planner, LPD

City of Detroit
OFFICE OF THE CITY CLERK

Janice M. Winfrey
City Clerk

Andre P. Gilbert II
Deputy City Clerk

September 14, 2020

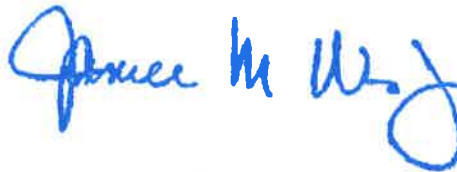
Honorable City Council
1340 Coleman A. Young Municipal Center
Detroit, MI 48226

**Re: Application for Neighborhood Enterprise Zone Certificate for
Corktown**

Dear Council Members:

On October 21, 1992, your Honorable Body established Neighborhood Enterprise Zones. I am in receipt of one (1) application for a Neighborhood Enterprise Zone Certificate. **THIS APPLICATION HAVE BEEN REVIEWED AND RECOMMENDED FOR APPROVAL BY THE CITY PLANNING COMMISSION, A COPY OF WHICH IS ATTACHED.** Therefore, the attached Resolution, if adopted by your Honorable Body, will approve these applications.

Respectfully submitted,



Janice M. Winfrey
City Clerk

JMW:aj
Enc.

Alton James
Chairperson
Lauren Hood, MCD
Vice Chair/Secretary

Marcell R. Todd, Jr.
Director

City of Detroit

CITY PLANNING COMMISSION
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September 2, 2020

HONORABLE CITY COUNCIL

RE: Neighborhood Enterprise Zone Certificate Application for the rehabilitation of an existing single-family residential structure located at 1321 Labrosse Avenue in the Corktown Neighborhood Enterprise Zone area. (RECOMMEND APPROVAL)

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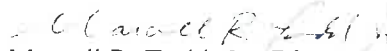
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The required resolution is attached for your consideration.

Please contact our office should you have any questions.

Respectfully submitted,


Marcell R. Todd, Jr., Director CPC
George A. Etheridge, City Planner, LPD

OFFICE OF THE
DETROIT CITY CLERK

2020 SEP 14 A 9 43 I

Resolution

By Council Member _____

WHEREAS, Michigan Public Act 147 of 1992 allows the local legislative body to establish Neighborhood Enterprise Zones for the purpose of providing exemption from ad valorem property taxes, and the imposition of specific property tax in lieu of ad valorem taxes; and

WHEREAS, The Detroit City Council has established a Neighborhood Enterprise Zone for the following area, in the manner required by and pursuant to Public Act 147 of 1992; and

WHEREAS, It has been determined that building permits were issued on February 14, 2019 for interior and exterior alterations, July 15, 2020 for mechanical, and August 25, 2020 for plumbing, and the application for the NEZ certificate was filed with the City of Detroit Clerk's office on June 18, 2020. MCL 207.774 states that the application must be filed before a building permit is issued or as otherwise provided by the local governmental unit by resolution if the application is filed not later than 6 months following the date the building permit is issued.

NOW, THEREFORE, BE IT RESOLVED, That the Detroit City Council approves the submission of the application to the State Tax Commission, noting that the application was submitted not later than 6 months following the date the building permits were issued pursuant to the provisions of Public Act 147 of 1992.

BE IT FINALLY REOLVED, That the Detroit City Council approves the following address for receipt of Neighborhood Enterprise Zone Certificates for a fifteen-year period:

<u>Zone</u>	<u>Address</u>	<u>Application No.</u>
Corktown	1321 Labrosse	07-0034



CITY CLERK INTAKE UNIT ITEM SUBMISSION

DEPARTMENT: 73
FILE NUMBER: Legislative Policy Division - City Planning -0074

RE:

Submitting report relative to: Neighborhood Enterprise Zone Certificate Applications for the new construction of ten condominiums located at 1454 Townsend Avenue, Units 26 - 35 in the Islandview Neighborhood Enterprise Zone area.

SUMMARY:

Neighborhood Enterprise Zone Certificate Applications for the new construction of ten condominiums located at 1454 Townsend Avenue, Units 26 - 35 in the Islandview Neighborhood Enterprise Zone area.

RECOMMENDATION:

Recommend Approval

Alton James
Chairperson
Lauren Hood, MCD
Vice Chair/Secretary

Marcell R. Todd, Jr.
Director

City of Detroit

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

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

September 14, 2020

HONORABLE CITY COUNCIL


RE: Neighborhood Enterprise Zone Certificate Applications for the new construction of ten condominiums located at 1454 Townsend Avenue, Units 26 - 35 in the Islandview Neighborhood Enterprise Zone area. (RECOMMEND APPROVAL)

The office of the City Planning Commission (CPC) has received ten applications requesting Neighborhood Enterprise Zone (NEZ) certificates forwarded from the office of the City Clerk for the new construction of ten condominiums located at 1454 Townsend Avenue, Units 26-35. These applications correspond to a qualified site which will accommodate the development project. This new facility is a part of the complete redevelopment of the Saint Charles School Redevelopment Project in which the existing school building located at 1454 Townsend Street was rehabilitated into a modern loft-style residential building consisting of approximately 25 apartments. In total 10,069 square feet of one and two-bedroom townhome units will be made available.

The subject property has been confirmed as being within the boundaries of the Islandview NEZ which was established by a vote of Council on May 1, 2006, and should be eligible for NEZ certificates under State Act 147 of 1992 as currently written. The anticipated construction cost of the project is approximately \$75,000 per unit. The applicant is seeking a 15-year tax abatement. The NEZ certificate application appears to have been submitted prior to the issuance of any applicable building permits.

Please contact our office should you have any questions.

Respectfully submitted,


Marcell R. Todd, Jr., Director CPC
George A. Etheridge, City Planner, LPD

cc: Janice Winfrey, City Clerk

City of Detroit
OFFICE OF THE CITY CLERK

Janice M. Winfrey
City Clerk

Andre P. Gilbert II
Deputy City Clerk

September 15, 2020

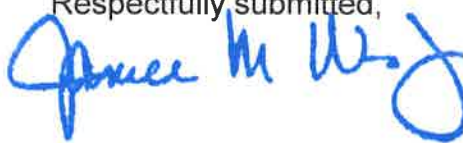
Honorable City Council
1340 Coleman A. Young Municipal Center
Detroit, MI 48226

**Re: Application for Neighborhood Enterprise Zone Certificate for
Island View**

Dear Council Members:

On October 21, 1992, your Honorable Body established Neighborhood Enterprise Zones. I am in receipt of ten (10) applications for a Neighborhood Enterprise Zone Certificate. **THESE APPLICATIONS HAVE BEEN REVIEWED AND RECOMMENDED FOR APPROVAL BY THE CITY PLANNING COMMISSION, A COPY OF WHICH IS ATTACHED.** Therefore, the attached Resolution, if adopted by your Honorable Body, will approve this application.

Respectfully submitted,



Janice M. Winfrey
City Clerk

JMW:aj
Enc.

Resolution

By Council Member _____

WHEREAS, Michigan Public Act 147 of 1992 allows the local legislative body to establish Neighborhood Enterprise Zones for the purpose of providing exemption from as valorem property taxes, and the imposition of specific property tax in lieu of as valorem taxes; and

WHEREAS, The Detroit City Council has established a Neighborhood Enterprise Zone for the following area, in the manner required by and pursuant to Public Act 147 of 1992.

NOW, THEREFORE, BE IT RESOLVED, That the City Council approve the following address for receipt of Neighborhood Enterprise Zone Certificate for a fifteen-year period:

<u>Zone</u>	<u>Address</u>	<u>Application No.</u>
Island View	1454 Townsend, Unit 26	07-0024
Island View	1454 Townsend, Unit 27	07-0025
Island View	1454 Townsend, Unit 28	07-0026
Island View	1454 Townsend, Unit 29	07-0027
Island View	1454 Townsend, Unit 30	07-0028
Island View	1454 Townsend, Unit 31	07-0029
Island View	1454 Townsend, Unit 32	07-0030
Island View	1454 Townsend, Unit 33	07-0031
Island View	1454 Townsend, Unit 34	07-0032
Island View	1454 Townsend, Unit 35	07-0033

Alton James
Chairperson
Lauren Hood, MCD
Vice Chair/Secretary

Marcell R. Todd, Jr.
Director

City of Detroit

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

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

September 14, 2020

HONORABLE CITY COUNCIL

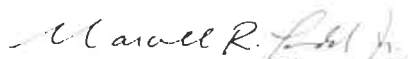
RE: Neighborhood Enterprise Zone Certificate Applications for the new construction of ten condominiums located at 1454 Townsend Avenue, Units 26 - 35 in the Islandview Neighborhood Enterprise Zone area. (RECOMMEND APPROVAL)

The office of the City Planning Commission (CPC) has received ten applications requesting Neighborhood Enterprise Zone (NEZ) certificates forwarded from the office of the City Clerk for the new construction of ten condominiums located at 1454 Townsend Avenue, Units 26-35. These applications correspond to a qualified site which will accommodate the development project. This new facility is a part of the complete redevelopment of the Saint Charles School Redevelopment Project in which the existing school building located at 1454 Townsend Street was rehabilitated into a modern loft-style residential building consisting of approximately 25 apartments. In total 10,069 square feet of one and two-bedroom townhome units will be made available.

The subject property has been confirmed as being within the boundaries of the Islandview NEZ which was established by a vote of Council on May 1, 2006, and should be eligible for NEZ certificates under State Act 147 of 1992 as currently written. The anticipated construction cost of the project is approximately \$75,000 per unit. The applicant is seeking a 15-year tax abatement. The NEZ certificate application appears to have been submitted prior to the issuance of any applicable building permits.

Please contact our office should you have any questions.

Respectfully submitted,


Marcell R. Todd, Jr., Director CPC
George A. Etheridge, City Planner, LPD

cc: Janice Winfrey, City Clerk



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

July 8, 2020

HONORABLE CITY COUNCIL

RE: Javon Dabney v City of Detroit, et al.
Civil Action Case No: 20-10329

Representation by the Law Department of the City employee listed below is hereby recommended, as we concur with the recommendation of the Head of the Department and believe that the City Council should find and determine that the suit against the Defendant arises out of or involves the performance in good faith of the official duties of such Defendant. We, further, recommend that the City undertake to indemnify the Defendant if there is an adverse judgment. We, therefore, recommend a "YES" vote on the attached resolution.

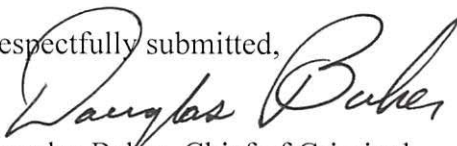
Copies of the relevant documents are submitted under separate cover.

Employee requesting representation:

P.O. Derrick King

Badge No: 5143

Respectfully submitted,


Douglas Baker, Chief of Criminal
Enforcement and Quality of Life

APPROVED:

BY:


LAWRENCE T. GARCIA
CORPORATION COUNSEL

DB/sb

Attachments

RESOLUTION

By Council Member

:

RESOLVED, that the Law Department is hereby authorized under Section 13-11-1 et. seq. of the Municipal Code of the City of Detroit and in accordance with the foregoing communication to provide legal representation and indemnification to the following employee in the lawsuit **Javon Dabney v City of Detroit et al., Civil Case No. 20-10329.**

P.O. Derrick King

Badge No: 5143

APPROVED:

BY:



LAWRENCE T. GARCIA
CORPORATION COUNSEL



DEPARTMENTAL SUBMISSION

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

FILE NUMBER: Office of the Chief Financial Officer -
Development & Grants-0102

*** RE:**

Submitting reso. autho. Request to Accept and Appropriate FY 2020 Michigan Indigent Defense Commission - Planning Grant.

*** SUMMARY:**

Request to Accept and Appropriate FY 2020 Michigan Indigent Defense Commission - Planning Grant.

*** RECOMMENDATION:**

Request to Accept and Appropriate FY 2020 Michigan Indigent Defense Commission - Planning Grant.

The Michigan Indigent Defense Commission has awarded the City of Detroit Law Department with the FY 2020 Michigan Indigent Defense Commission - Planning Grant for a total of \$237,014.62. There is no match requirement for this grant. The total project cost is \$237,014.62.

*** DEPARTMENTAL CONTACT:**

Name: Jalesa Beck

Position: Administrative Assistant II

***=REQUIRED**



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

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

September 8, 2020

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

RE: Request to Accept and Appropriate FY 2020 Michigan Indigent Defense Commission - Planning Grant

The Michigan Indigent Defense Commission has awarded the City of Detroit Law Department with the FY 2020 Michigan Indigent Defense Commission - Planning Grant for a total of \$237,014.62. There is no match requirement for this grant. The total project cost is \$237,014.62.

The objective of the grant is to reimburse costs associated with the planning and implementation of the Michigan Indigent Defense Commission Project. The funding allotted to the department will be utilized to provide assigned counsels to defendants who cannot afford attorneys.

If approval is granted to accept and appropriate this funding, the appropriation number is 20843.

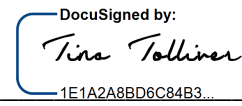
I respectfully ask your approval to accept and appropriate funding in accordance with the attached resolution.

Sincerely,

DocuSigned by:

15E266B1EE7940C...

Katerli Bounds
Director, Office of Development and Grants
CC:
Sirene Abou-Chakra, Chief Development Officer
Sajjiah Parker, Assistant Director, Grants

DocuSigned by:

1E1A2A8BD6C84B3...
Office of Budget

Office of Development and Grants

RESOLUTION

Council Member _____

WHEREAS, the Law Department is requesting authorization to accept a grant of reimbursement from the Michigan Indigent Defense Commission, in the amount of \$237,014.62, to reimburse costs associated with the planning and implementation of the Michigan Indigent Defense Commission Project; and

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

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

BE IT FURTHER RESOLVED, that the Budget Director is authorized to establish Appropriation number 20843, in the amount of \$237,014.62, for the FY 2020 Michigan Indigent Defense Commission - Planning Grant.

Gregory Andrews

From: ALICIA.MOON
Sent: Monday, July 27, 2020 5:17 PM
To: Gregory Andrews; Eric Raymond
Subject: FW: MIDC planning grant

FYI re: approval of additional planning grant award from MIDC. Greg – is this what you need?

From: ALICIA.MOON
Sent: Wednesday, June 17, 2020 3:04 PM
To: Eric Raymond (raymonde@detroitmi.gov) <raymonde@detroitmi.gov>
Subject: FW: MIDC planning grant

FYI – looks like the funding is coming in soon for the planning grant for MIDC.

From: Kelly McDoniel [<mailto:kmcdoniel@michiganidc.gov>]
Sent: Wednesday, June 17, 2020 2:19 PM
To: ALICIA.MOON <moona909@detroitmi.gov>
Subject: [EXTERNAL] MIDC planning grant

Alicia,
Yesterday at the MIDC Commission meeting, the Commission approved your request for planning money spent on Dwayne and the pilot project. It typically takes around 10 business days for the funds to be sent to you. Rebecca put the request in first thing this morning, so it should be all set.
Thank you,
Kelly

Kelly McDoniel
Michigan Indigent Defense Commission
Regional Manager – Wayne County
mcdonielk@michigan.gov – **Please note new email address!**
(313) 319-4431

ATTENTION: This email was sent from an external source. Please be extra cautious when opening attachments or clicking links.

To: Michigan Indigent Defense Commission

From: Dwayne Anderson, Contracted MIDC Project Manager, City of Detroit / 36th District Court

Date: June 1, 2020

RE: Planning Grant Request

In November of 2019, the 36th District Court instituted a pilot program to expand indigent access to counsel in our Felony Arraignment area. Because of the unusual nature of the City of Detroit Police Department (Jailer)'s arrangement to have the DDC (MDOC) handle its prisoner population, we needed to see what methods and procedures could be worked out between these agencies. The DDC had no access for attorneys to visit with defendants and for years the court has employed video to handle the arraignment process. Also, the court used 3rd Circuit Courts Pre-trial services department to interview and ascertain bond, counsel, and other needs. That service was removed and left a void in ensuring the rights of those incarcerated. To bring about compliance with the MIDC law the court moved to implement a process to include screening and advocacy provided by contracted defense counsel. By putting the pilot in place, it also allowed us to meet, plan, and discuss issues related to bottlenecks, staffing, process flow modifications that ultimately could be scaled up for use within criminal and traffic cases. From this pilot we were able to draw information that was used to develop the grant proposal. Receipts for pilot expenses are attached, totaling \$231,882 and we request those be reimbursed through a planning grant.

If the MIDC does not approve of these expenses as a separate, planning, expense, the City of Detroit reserves the option of incorporating these expenses into our FY20 local share as costs associated with complying with Standards 1-4 within our FY 20 grant cycle.

Other planning costs include the time spent by staff and the contracted project manager, Dwayne Anderson, in researching options, gathering consensus and drafting the FY 20 grant application. The first paid invoice for this work (through February 2020) totaled \$5,132.40 and that is attached and reimbursement requested.

Additionally, Mr. Anderson has continued to act in a planning capacity, facilitating the award of the FY 20 grant after application submission, establishing implementation protocols, and drafting of FY 21 grant application. As this work is ongoing at the time of this submission, the City of Detroit intends to submit a supplemental planning grant request to cover reimbursement of these expenditures from February to present at a later date once that work has been completed and those invoices paid.

Notice: This is not an official check or EFT notification. It may not be used as a substitute for the original document received.

STATE OF MICHIGAN
REMITTANCE ADVICE

Check/EFT No: 6300688642
Check/EFT Date: 7/2/2020

Vendor Code: CV0047752
Vendor Name: CITY OF DETROIT
Alias/DBA:
Assignee Name:
Assignee Alias/DBA:

Document ID #: EFT 641 200000696026
Check/EFT Amount: 237014.62
Amount includes freight and/or is net of discount

DEPARTMENT NAME

Licensing and Regulatory Affairs

INVOICE DATE

GFR10000000000030192

INVOICE AMOUNT

237,014.62

LINE AMOUNT

City of Detroit IndigentDefense Planning Grant FY 20

CHECK/EFT DESCRIPTION



DEPARTMENTAL SUBMISSION

DEPARTMENT: [eSCRIBE Department]
FILE NUMBER: Human Resources - Labor Relations-
0001

*** RE:**

Submitting reso. autho.

*** SUMMARY:**

Click or tap here to enter text.

*** RECOMMENDATION:**

Click or tap here to enter text.

*** DEPARTMENTAL CONTACT:**

Name: Click or tap here to enter text.

Position: Click or tap here to enter text.

***=REQUIRED**



CITY OF DETROIT
HUMAN RESOURCES DEPARTMENT
LABOR RELATIONS DIVISION

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE - SUITE 332
DETROIT, MICHIGAN 48226
(313) 224-3860 • TTY: 711
(313) 224-0738
WWW.DETROITMI.GOV

July 27, 2020

HONORABLE CITY COUNCIL:

Re: Implementation of Rescission of Wage and Step Increases and/or Bonus Payments Scheduled for July 1, 2020 through June 30, 2021 for the International Brotherhood of Teamsters, Local 214 (Teamsters, Local 214)

The unprecedented events surrounding the COVID-19 pandemic has caused an economic and financial crisis throughout the United States, Michigan, and the City of Detroit (City).

The City's revenue collections have suffered due to COVID-19. Specifically, the City is facing a projected \$154 Million revenue shortfall for this fiscal year and a projected \$194 Million revenue shortfall for fiscal year 2021. The City recognizes the sacrifices of its employees who have taken reductions in hours and layoffs. The parties recognize the need for additional savings from its full time employees to balance the budget and to avoid State of Michigan oversight.

Labor Relations presented a written proposal to the **Teamsters, Local 214** for the elimination of economic increases negotiated beginning July 1, 2020; and based on mutual consideration, the 2019 – 2023 Collective Bargaining Agreement (CBA) has been amended.

- I. Extension of 2019 – 2023 Master Agreement
- II. Wages
- III. Health Care

Therefore, in accordance with standard City procedure, the Labor Relations Division respectfully requests that your Honorable Body pass a resolution which approves the specified changes.

We further request that your Honorable Body adopt the following resolution with a Waiver of Reconsideration.

Respectfully submitted,

Hakim W. Berry
Chief Operating Officer



By Council Member _____:

WHEREAS, the City of Detroit and the **Teamsters, Local 214** have met the standards for recognition as exclusive agents for their members in the employ of the City of Detroit under Public Act 336 of 1947, as amended, and

WHEREAS, the Labor Relations Division, under the direction of the Mayor, is authorized and directed by the City Charter to act for the City of Detroit in negotiation and administration of collective bargaining agreements, and

WHEREAS, the Labor Relations Division and the **Teamsters, Local 214** have met and negotiated a Memorandum of Understanding which shall be incorporated into their current agreement.

NOW, THEREFORE, BE IT RESOLVED, that the attached Memorandum of Understanding between the City of Detroit and the **Teamsters, Local 214**, is hereby approved and confirmed in accordance with the foregoing communication.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF DETROIT
AND
TEAMSTERS LOCAL 214

The unprecedented events surrounding the COVID-19 pandemic has caused an economic and financial crisis throughout the United States, Michigan, and the City of Detroit (City).

The City's revenue collections have suffered due to COVID-19. Specifically, the City is facing a projected \$154 Million revenue shortfall for this fiscal year and a projected \$194 Million revenue shortfall for fiscal year 2021. The City recognizes the sacrifices of its employees who have taken reductions in hours and layoffs. The parties recognize the need for additional savings from its full time employees to balance the budget and to avoid State of Michigan oversight.

The Union agrees to forgo the following scheduled economic increases applicable to its specific negotiated Collective Bargaining Agreement (s) expiring June 30, 2023 that affect its bargaining unit members:

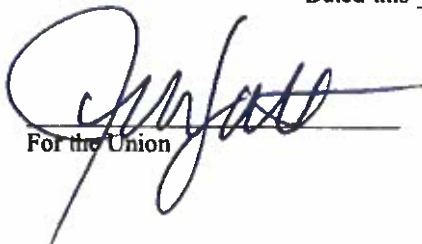
- Eliminate 2% wage increase that was effective July 1, 2020
- **Eliminate all step increases, all merit increases and all bonus payments for one (1) fiscal year beginning July 1, 2020 through June 30, 2021.**
- Add lump sum payments as follows:
 - \$300 payable on the first pay date after July 1, 2020
 - **A lump sum payment of \$250 payable on the first pay date after July 1, 2021 and 2% wage increase beginning July 1, 2021**
 - **A lump sum payment of \$250 payable on the first pay date after July 1, 2022 and 2% wage increase beginning July 1, 2022**
- **Payment of Step Increases to resume July 1, 2021 and continue through the remainder of the negotiated contract.**
- Extend contract by 1 year through June 30, 2024
- Add 2.5% wage increase effective July 1, 2023

The Union may request to meet with the City no earlier than July 1, 2022 and no later than January 1, 2023 to review the current economic condition of the City in reference to this agreement.

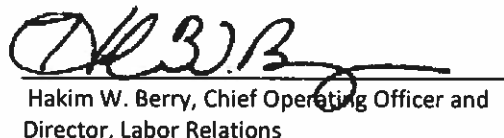
Health Insurance

- New employees will be automatically enrolled in the Blue Care Network HMO plan unless they opt-out of coverage.
- ^New employee Blue Care Network health insurance will be effective after 30 days of employment instead of 90 days
- New employees will have the option to enroll in any City-offered health plan at the next regularly scheduled citywide Open Enrollment Period for the subsequent Plan Year

Dated this 27th day of July, 2020.


For the Union


For the City of Detroit


Hakim W. Berry, Chief Operating Officer and
Director, Labor Relations



DEPARTMENTAL SUBMISSION

DEPARTMENT: [eSCRIBE Department]
FILE NUMBER: Human Resources - Labor Relations-
0002

*** RE:**

Submitting reso. autho.

*** SUMMARY:**

Click or tap here to enter text.

*** RECOMMENDATION:**

Click or tap here to enter text.

*** DEPARTMENTAL CONTACT:**

Name: Click or tap here to enter text.

Position: Click or tap here to enter text.

***=REQUIRED**



CITY OF DETROIT
HUMAN RESOURCES DEPARTMENT
LABOR RELATIONS DIVISION

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE - SUITE 332
DETROIT, MICHIGAN 48226
(313) 224-3860 • TTY: 711
(313) 224-0738
WWW.DETROITMI.GOV

July 27, 2020

HONORABLE CITY COUNCIL:

Re: Implementation of Rescission of Wage and Step Increases and/or Bonus Payments Scheduled for July 1, 2020 through June 30, 2021 for the American Federation of State and Municipal Employees, Non-supervisory (AFSCME, Non-Supervisory)

The unprecedented events surrounding the COVID-19 pandemic has caused an economic and financial crisis throughout the United States, Michigan, and the City of Detroit (City).

The City's revenue collections have suffered due to COVID-19. Specifically, the City is facing a projected \$154 Million revenue shortfall for this fiscal year and a projected \$194 Million revenue shortfall for fiscal year 2021. The City recognizes the sacrifices of its employees who have taken reductions in hours and layoffs. The parties recognize the need for additional savings from its full time employees to balance the budget and to avoid State of Michigan oversight.

Labor Relations presented a written proposal to the (AFSCME, Non-Supervisory) for the elimination of economic increases negotiated beginning July 1, 2020; and based on mutual consideration, the 2019 – 2023 Collective Bargaining Agreement (CBA) has been amended.

- I. Extension of 2019 – 2023 Master Agreement
- II. Wages
- III. Health Care

Therefore, in accordance with standard City procedure, the Labor Relations Division respectfully requests that your Honorable Body pass a resolution which approves the specified changes.

We further request that your Honorable Body adopt the following resolution with a Waiver of Reconsideration.

Respectfully submitted,

Hakim W. Berry
Chief Operating Officer



By Council Member _____:

WHEREAS, the City of Detroit and the **(AFSCME, Non-Supervisory)** have met the standards for recognition as exclusive agents for their members in the employ of the City of Detroit under Public Act 336 of 1947, as amended, and

WHEREAS, the Labor Relations Division, under the direction of the Mayor, is authorized and directed by the City Charter to act for the City of Detroit in negotiation and administration of collective bargaining agreements, and

WHEREAS, the Labor Relations Division and the **(AFSCME, Non-Supervisory)** have met and negotiated a Memorandum of Understanding which shall be incorporated into their current agreement.

NOW, THEREFORE, BE IT RESOLVED, that the attached Memorandum of Understanding between the City of Detroit and the **(AFSCME, Non-Supervisory)**, is hereby approved and confirmed in accordance with the foregoing communication.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF DETROIT
AND
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
NON-SUPERVISORY**

The unprecedented events surrounding the COVID-19 pandemic has caused an economic and financial crisis throughout the United States, Michigan, and the City of Detroit (City).

The City's revenue collections have suffered due to COVID-19. Specifically, the City is facing a projected \$154 Million revenue shortfall for this fiscal year and a projected \$194 Million revenue shortfall for fiscal year 2021. The City recognizes the sacrifices of its employees who have taken reductions in hours and layoffs. The parties recognize the need for additional savings from its full time employees to balance the budget and to avoid State of Michigan oversight.

The Union agrees to forgo the following scheduled economic increases applicable to its specific negotiated Collective Bargaining Agreement (s) expiring June 30, 2023 that affect its bargaining unit members:

- Eliminate 2% wage increase that was effective July 1, 2020

Eliminate all step increases, all merit increases and all bonus payments for one (1) fiscal year beginning July 1, 2020 through June 30, 2021.

- Add lump sum payments as follows:

o \$300 payable on the first pay date after July 1, 2020

o \$250 payable on the first pay date after July 1, 2021

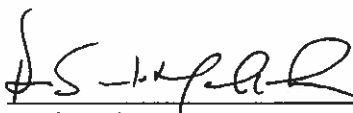
o \$ 250 payable on the first pay date after July 1, 2022

- Extend contract by 1 year through June 30, 2024
- Add 2.5% wage increase effective July 1, 2023
- The Union may request to meet with the City no earlier than July 1, 2022 and no later than January 1, 2023 to review the current economic condition of the City in reference to this agreement.

Health Insurance

- New employees will be automatically enrolled in the Blue Care Network HMO plan unless they opt-out of coverage.
- New employee Blue Care Network health insurance will be effective after 30 days of employment instead of 90 days
- New employees will have the option to enroll in any City-offered health plan at the next regularly scheduled citywide Open Enrollment Period for the subsequent Plan Year

Dated this 22nd day of July, 2020.


For the Union


For the City of Detroit


Hakim W. Berry, Chief Operating Officer and
Director, Labor Relations



DEPARTMENTAL SUBMISSION

DEPARTMENT: Office of Contracting & Procurement
FILE NUMBER: Office of Contracting & Procurement-
0046

RE:

Submitting Reso. Autho. Contract No. 6003050

SUMMARY:

6003050 100% City Funding – To Provide As-Needed General Contracting Services, Repairs and Improvements for Various Facilities. Capital Improvement and Maintenance Projects include Services Related to Mechanical/HVAC, Electrical Installation, Plumbing, Roofing, Security/Fire Systems, Design Services, Fencing, Parking Lots and Other Specialized Large Scale Repair/Construction Services Deemed Necessary by GSD. – Contractor: W-3 / J.J. Barney JV, LLC – Location: 7601 2nd Avenue, Detroit, MI 48202 – Contract Period: Upon City Council Approval through September 1, 2022 – Total Contract Amount: \$1,200,000.00.
GENERAL SERVICES

RECOMMENDATION:

6003050 100% City Funding – To Provide As-Needed General Contracting Services, Repairs and Improvements for Various Facilities. Capital Improvement and Maintenance Projects include Services Related to Mechanical/HVAC, Electrical Installation, Plumbing, Roofing, Security/Fire Systems, Design Services, Fencing, Parking Lots and Other Specialized Large Scale Repair/Construction Services Deemed Necessary by GSD. – Contractor: W-3 / J.J. Barney JV, LLC – Location: 7601 2nd Avenue, Detroit, MI 48202 – Contract Period: Upon City Council Approval through September 1, 2022 – Total Contract Amount: \$1,200,000.00.
GENERAL SERVICES

BY Choose an item.

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement Office

RESOLVED: that Contract No. 6003050 referred to in the foregoing communication dated September 17, 2020 be hereby and is approved.

DEPARTMENTAL CONTACT:

Name: Alexandria Vaughn-Powe
Position: Procurement Assistant



DEPARTMENTAL SUBMISSION

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

FILE NUMBER: Office of the Chief Financial Officer -
Development & Grants-0095

*** RE:**

Submitting reso. autho.

*** SUMMARY:**

Request to Accept and Appropriate the Southeast Michigan Resilience Fund Grant for Palmer Park.

*** RECOMMENDATION:**

Request to Accept and Appropriate the Southeast Michigan Resilience Fund Grant for Palmer Park.

The National Fish and Wildlife Foundation has awarded the City of Detroit General Services Department with the Southeast Michigan Resilience Fund Grant for a total of \$300,000.00. The funder share is 50 percent or \$300,000.00 of the approved amount, and there is a required cash match of 50 percent or \$300,000.00. The total project cost is \$600,000.00.

*** DEPARTMENTAL CONTACT:**

Name: Jalesa Beck

Position: Administrative Assistant II

***=REQUIRED**



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

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

August 3, 2020

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

RE: Request to Accept and Appropriate the Southeast Michigan Resilience Fund Grant for Palmer Park

The National Fish and Wildlife Foundation has awarded the City of Detroit General Services Department with the Southeast Michigan Resilience Fund Grant for a total of \$300,000.00. The funder share is 50 percent or \$300,000.00 of the approved amount, and there is a required cash match of 50 percent or \$300,000.00. The total project cost is \$600,000.00.

The objective of the grant is to make improvements to the Palmer Park Lake Frances area. The funding allotted to the department will be utilized to restore the aquatic habitat at Lake Frances and connect it to Witherell Woods natural area. The project will restore more than 60 acres of natural habitat, improve public access to the park and increase educational opportunities in an urban setting. This is a reimbursement grant.

If approval is granted to accept and appropriate this funding, the appropriation number is 20818, with the match amount coming from appropriation number 21001.

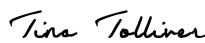
I respectfully ask your approval to accept and appropriate funding in accordance with the attached resolution.

Sincerely,
DocuSigned by:


15E266B1EE7940C...


Katerli Bounds
Director, Office of Development and Grants
CC:
Sirene Abou-Chakra, Chief Development Officer
Sajjiah Parker, Assistant Director, Grants

DocuSigned by:


1E1A2A8BD6C84B3...

Office of Budget

DocuSigned by:


3925B7659A3D409...

Agreement Approved as to Form
By the Law Department

Office of Development and Grants

RESOLUTION

Council Member _____

WHEREAS, the General Services Department is requesting authorization to accept a grant of reimbursement from the National Fish and Wildlife Foundation, in the amount of \$300,000.00, to make improvements to the Palmer Park Lake Frances area; and

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

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

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

BE IT FURTHER RESOLVED, that the Budget Director is authorized to establish Appropriation number 20818, in the amount of \$600,000.00, which includes a cash match coming from Appropriation 21001, for the Southeast Michigan Resilience Fund Grant.

	NATIONAL FISH AND WILDLIFE FOUNDATION GRANT AGREEMENT		1. NFWF PROPOSAL ID: 67183	2. NFWF GRANT ID: 2008.20.067183
			3. UNIQUE ENTITY IDENTIFIER (DUNS #) 006530661	4. INDIRECT COST RATE (REFERENCE LINE 17 for RATE TERMS) N/A
5. SUBRECIPIENT TYPE State or Local Government		6. NFWF SUBRECIPIENT City of Detroit		
7. NFWF SUBRECIPIENT CONTACT		8. NFWF GRANTS ADMINISTRATOR/NFWF CONTACT INFORMATION		
Karen Brown City of Detroit 2 Woodward Ave, Suite 1126 Detroit, MI 48226 Tel: 313-657-1777 brownka@detroitmi.gov		Carley Carter National Fish and Wildlife Foundation 1133 15 th Street, N.W. Suite 1000 Washington, D.C. 20005 Tel: 202-857-0166 Fax: 202-857-0162 Carley.Carter@nfwf.org		
9. PROJECT TITLE Restoring and Improving Habitat Connectivity in Historic Palmer Park (MI)				
10. PROJECT DESCRIPTION Restore the aquatic habitat at Lake Frances in Detroit's Historic Palmer Park and connect it to Witherell Woods natural area. Project will restore more than 60 acres of habitat benefitting over 100 species of flora and fauna, improve public access and increase educational opportunities in unique natural areas rarely found in an urban setting.				
11. PERIOD OF PERFORMANCE July 1, 2020 to June 30, 2022	12. TOTAL AWARD TO SUBRECIPIENT \$300,000	13. TOTAL FED. FUNDS N/A	14. TOTAL NON-FED. FUNDS \$300,000	
15. FEDERAL MATCH REQUIREMENT N/A		16. NON-FEDERAL MATCH REQUIREMENT \$300,000		
17. SUBRECIPIENT INDIRECT COST RATE TERMS The rate specified in Line 4 reflects that the Subrecipient has elected not to claim an indirect cost rate and that this election shall apply throughout the project's period of performance.				
18. TABLE OF CONTENTS				
SEC.	DESCRIPTION			
1	NFWF Agreement Administration			
2	NFWF Agreement Clauses			
3	Representations, Certifications, and Other Statements – General			
4	Representations, Certifications, and Other Statements Relating to Federal Funds- General			
5	Representations, Certifications, and Other Statements Relating to Federal Funds – Funding Source Specific			
6	Other Representations, Certifications, Statements and Clauses			

19. FUNDING SOURCE INFORMATION/FEDERAL AND NON-FEDERAL

A. FUNDING SOURCE (FS)	B. NFWF FS ID	C. FS AWARD DATE TO NFWF	D. FAIN	E. TOT FED. AWARD TO NFWF	F. TOT OBLG. TO SUBRECIPIENT	G. CFDA
Erb Family Foundation	TR.A327	N/A	N/A	N/A	\$68,000	N/A
Ralph C. Wilson, Jr. Foundation	TR.A332	N/A	N/A	N/A	\$187,757.18	N/A
Kresge Foundation	TR.A340	N/A	N/A	N/A	\$44,242.82	N/A

20. NOTICE OF AWARD

The National Fish and Wildlife Foundation (NFWF) agrees to provide the NFWF Award to the NFWF Subrecipient for the purpose of satisfactorily performing the Project described in a full proposal as identified on line 1 and incorporated into this Grant Agreement by reference. The NFWF Award is provided on the condition that the NFWF Subrecipient agrees that it will raise and spend at least the amount listed on lines 15 and 16 in matching contributions on the Project, as applicable. The Project must be completed, with all NFWF funds and matching contributions spent, during the Period of Performance as set forth above. All items designated on the Cover Page and the Table of Contents are incorporated into this Grant Agreement by reference herein. NFWF Subrecipient agrees to abide by all statutory or regulatory requirements, or obligations otherwise required by law, required of a subrecipient of Federal grant or cooperative agreement funds. Subrecipient is obligated to notify NFWF if any of the information on the Cover Page changes in any way, whether material or immaterial.

A. NAME AND TITLE OF AUTHORIZED SUBRECIPIENT SIGNER (<i>Type or Print</i>)		D. NAME AND TITLE OF NFWF AWARDOFFICIAL Holly A. Bamford, Ph.D., Chief Conservation Officer	
B. SUBRECIPIENT BY	C. DATE	E. NATIONAL FISH AND WILDLIFE FOUNDATION BY	F. DATE

See Reporting Schedule on the following page.

21. REPORTING DUE DATES/SUBRECIPIENT REPORTING SCHEDULE
--

Due Date	Task
October 31, 2020	Annual Financial Report
July 1, 2021	Interim Programmatic Report
October 31, 2021	Annual Financial Report
September 30, 2022	Final Financial Report
September 30, 2022	Final Programmatic Report



SECTION 1 AGREEMENT ADMINISTRATION

1.1. Project Description/Purpose of Grant.

Restore the aquatic habitat at Lake Frances in Detroit's Historic Palmer Park and connect it to Witherell Woods natural area. Project will restore more than 60 acres of habitat benefitting over 100 species of flora and fauna, improve public access and increase educational opportunities in unique natural areas rarely found in an urban setting.

1.2. Amendments.

During the life of the Project, the NFWF Subrecipient is required to inform the NFWF Grants Administrator of any changes in contact information or in the Project scope of work, as well as any difficulties in completing the performance goals articulated by the Project description immediately. If the NFWF Subrecipient determines that the amount of the budget is going to change in any one budget category by an amount that exceeds 10% of the Award, the NFWF Subrecipient must seek prior written approval from the Grants Administrator. NFWF Subrecipients must seek an amendment request upon determination of a deviation from the original Grant Agreement as soon as such deviation is detected. However, NFWF may initiate the amendment if NFWF determines an amendment is necessary at any time. Amendment requests are to be submitted via NFWF's Easygrants system.

1.3. Matching Contributions.

Matching Contributions consist of cash, contributed goods and services, volunteer hours, and/or property raised and spent for the Project. Matching Contributions for the purposes of this Project must meet the following criteria: (1) Are verifiable from the NFWF Subrecipient's records; (2) Are not included as contributions for any other Federal award; (3) Are necessary and reasonable for the accomplishment of project or program objectives; (4) Are allowable under OMB Cost Principles; (5) Are not paid by the U.S. Government under another Federal award except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs when authorized by Federal statute; (6) Are provided for in the approved budget when required by the Federal awarding agency; (7) Are committed directly to the project and must be used within the period of performance as identified in this Grant Agreement; (8) Otherwise conform to the law; and, (9) Are in compliance with the requirements of Section 2 of this Grant Agreement concerning Compliance with Anti-Corruption, Anti-Money Laundering, Terrorist Financing, and Trafficking in Persons Statutes and Other Restrictions.

1.3.1. Documentation and Reporting of Matching Contributions. The NFWF Subrecipient must retain detailed time records for contributed services and original receipts and appraisals of real property and comparable rentals for other contributed property at its place of business in the event of an audit of the NFWF Subrecipient as required by applicable Federal regulations.

1.3.2. Cash, Goods and Services, and/or Property. The NFWF Subrecipient must report to NFWF as a part of the Final Report, the Matching Contributions received by the NFWF Subrecipient and expended in connection with the Project. Fair market value of donated goods and services, including volunteer hours, shall be computed as outlined in §200.306 of 2 CFR Subtitle A, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, (hereinafter “OMB Uniform Guidance”), regardless of whether this Grant Agreement is federally funded.

1.3.3. Property. The NFWF Subrecipient may have a third party donor submit a letter to NFWF, documenting the fair market value and date of a Matching Contribution and stating that the donation is non-Federal, voluntary, and intended to qualify as a Matching Contribution. A letter provided to document a donation of real property must be accompanied by an appraisal by a certified appraiser; a letter provided to document rental of equipment or space must list three comparable rentals in the location of the Project.

1.4. Payment of Funds.

To be eligible to receive funds, NFWF Subrecipient must (1) return to NFWF an original executed copy of the grant agreement for the Project; (2) submit any due financial and programmatic reports; and (3) submit a complete and accurate payment request. NFWF Subrecipient may request funds by submitting a Payment Request via Easygrants. NFWF Subrecipient may request advance payment of funds prior to expenditure provided that (1) NFWF Subrecipient demonstrates an immediate need for advance payment; and (2) NFWF Subrecipient documents expenditure of advanced funds on the next payment request and/or required financial report to NFWF. Approval of any advance payment of funds is made at the sole discretion of NFWF, based on an assessment of the NFWF Subrecipient's needs. In all other cases, funds are disbursed on a reimbursable basis. NFWF reserves the right to retain up to ten percent (10%) of funds until submission and acceptance of the final reports.

1.5. Reports.

1.5.1 Interim Programmatic and Financial Reports.

The NFWF Subrecipient will submit interim programmatic and financial reports to NFWF based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement. The interim programmatic report shall consist of written statements of Project accomplishments since Project initiation, or since the last reporting period, and shall be uploaded via NFWF's Easygrants system. The interim financial report shall consist of financial information detailing cumulative receipts and expenditures made under this Project since Project initiation, and shall be uploaded via NFWF's Easygrants system.

1.5.2. Annual Financial Report.

An annual financial report detailing cumulative receipts and expenditures made under this Project is required annually, due on October 31st of each year of the grant term. In the annual financial report, the NFWF Subrecipient must report the amount of NFWF Funds expended during NFWF's fiscal year (October 1 – September 30). The NFWF Subrecipient must enter a justification when there is a difference between the amount disbursed by NFWF and the amount expended by the grantee. Failure to submit an annual financial report in a timely manner will delay payment of submitted payment requests.

1.5.3. Final Reports.

No later than 90 days after the completion of the Project, the NFWF Subrecipient will submit (1) a Final Financial Report accounting for all Project receipts, Project expenditures, and budget variances (if any) compared to the approved budget; (2) a Final Programmatic Report summarizing and evaluating the accomplishments achieved during the Period of Performance; (3) copies of any publications, press releases and other appropriate products resulting from the Project; and (4) Photographs as described in Section 1.5.3.1 below. The final reports and digital photo files should be uploaded via NFWF's Easygrants system. Any requests for extensions of the final reports submission date must be made in writing to the NFWF Grants Administrator and approved by NFWF in advance.

1.5.3.1. Photographs.

Together with the Final Programmatic Report NFWF Subrecipient will submit a representative number (minimum of 5) of high-resolution (minimum 300 dpi) photographs depicting the Project. Photographs should be uploaded via NFWF's Easygrants system as individual .jpg files. NFWF requests, as appropriate for the Project, before-and-after images of the Project, images of species impacted by the Project, and images of staff/volunteers working on the Project. In the Final Programmatic Report narrative include for each submitted photograph the date the photograph was taken, the location of the photographed image, caption, photo credit, and any other pertinent information. By uploading photographs to NFWF's Easygrants system the NFWF Subrecipient certifies that the photographs are unencumbered and may be used by NFWF and Project Funders as part of or separately from the permissions pertaining to the use of posting of Final Reports in Section 2.

1.5.4 Significant Developments.

The NFWF Subrecipient shall report on events that may occur between the scheduled performance reporting dates that have a significant impact on the Project. Such reporting shall be made as soon as the following conditions become known:

1.5.4.1 Problems, delays, or adverse conditions which will materially impair the ability to meet the Project objective. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the matter; and,

1.5.4.2 Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

1.5.5. Certification and Representation.

For each report in this section, except for 1.5.4, NFWF Subrecipient shall include the appropriate certification and representation pursuant to section 4.8.

1.6. Access to Records.

NFWF Subrecipient shall maintain all records connected with this Agreement for a period of at least three (3) years following the date of final payment or the close-out of all pending matters or audits

related to this Agreement, whichever is later. NFWF or any of its authorized representatives shall have access to such records and financial statements upon request, as shall Inspectors General, the Comptroller General of the United States or any of their authorized representatives if the Funding Source or any funding entity (*i.e.*, a secondary funding source) is a federal agency and/or any portion of the Project provided herein is paid with federal funds. NFWF Subrecipient must maintain records that demonstrate its compliance with federal statutory and regulatory requirements and that it is meeting the subaward project goals. Records for real property and equipment acquired with federal funds must be retained for at least three (3) years following disposition.

SECTION 2 NFWF AGREEMENT CLAUSES

2.1. Restrictions on Use of Funds.

The NFWF Subrecipient agrees that any funds provided by NFWF and all Matching Contributions will be expended only for the purposes and programs described in this Grant Agreement. No funds provided by NFWF pursuant to this Grant Agreement or Matching Contributions may be used to support litigation expenses, lobbying activities, or any other activities not authorized under this Grant Agreement or allowable under the Federal Cost Principles set forth in the OMB Uniform Guidance.

2.2. Assignment.

The NFWF Subrecipient may not assign this Grant Agreement, in whole or in part, to any other individual or other legal entity without the prior written approval of NFWF.

2.3. Subawards and Contracts.

When making subawards or contracting, NFWF Subrecipient (1) shall abide by all required granting and contracting procedures, including but not limited to those requirements of the OMB Uniform Guidance; (2) shall ensure that all applicable federal, state and local requirements are properly flowed down to the subawardee or contractor, including but not limited to the provisions of the OMB Uniform Guidance; and (3) shall ensure that such subaward or contracting complies with the requirements in Section 2.9.2 of this Grant Agreement concerning Compliance with Anti-Corruption, Anti-Money Laundering, Terrorist Financing, and Trafficking in Persons Statutes and Other Restrictions. NFWF Subrecipient shall also include in any subaward or contract a similar provision to this, requiring the use of proper grant and contracting procedures and subsequent flow down of federal, state and local requirements to lower-tiered subawardees and contractors.

2.4. Unexpended Funds.

Any funds provided by NFWF and held by the NFWF Subrecipient and not expended at the end of the Period of Performance will be returned to NFWF within ninety (90) days after the end of the Period of Performance.

2.5. Publicity and Acknowledgement of Support.

The NFWF Subrecipient gives NFWF the right and authority to publicize NFWF's financial support for this Grant Agreement and the Project in press releases, publications and other public communications. NFWF Subrecipient agrees to: (i) give appropriate credit to NFWF and any Funding Sources identified in this Grant Agreement for their financial support in any and all press releases, publications, annual reports, signage, video credits, dedications, and other public communications regarding this Grant Agreement or any of the project deliverables associated with this Grant Agreement, subject to any terms and conditions as may be stated in Section 5 and Section 6 of this Agreement; and (ii) include the disclaimer provided for herein. The NFWF Subrecipient must obtain prior NFWF approval for the use relating to this Award of the NFWF logo or the logo of any Funding Source.

2.5.1. Disclaimers.

Payments made to the NFWF Subrecipient under this Grant Agreement do not by direct reference or implication convey NFWF's endorsement nor the endorsement by any other

entity that provides funds to the NFWF Subrecipient through this Grant Agreement, including the U.S. Government, as applicable, for the Project. All information submitted for publication or other public releases of information regarding this Grant Agreement shall carry the following disclaimer:

For Projects funded in whole or part with Federal funds: "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government or the National Fish and Wildlife Foundation and its funding sources. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government, or the National Fish and Wildlife Foundation or its funding sources."

For Projects not funded with Federal funds: "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions of the National Fish and Wildlife Foundation or its funding sources. Mention of trade names or commercial products does not constitute their endorsement by the National Fish and Wildlife Foundation or its funding sources."

2.6. Posting of Final Reports.

The NFWF Subrecipient hereby acknowledges its consent for NFWF and any Funding Source identified in this Grant Agreement to post its final reports on their respective websites. In the event that the NFWF Subrecipient intends to claim that its final report contains material that does not have to be posted on such websites because it is protected from disclosure by statutory or regulatory provisions, the NFWF Subrecipient shall so notify NFWF and any Funding Source identified in this Grant Agreement and clearly mark all such potentially protected materials as "PROTECTED," providing an accurate and complete citation to the statutory or regulatory source for such protection.

2.7. Website Links.

The NFWF Subrecipient agrees to permit NFWF to post a link on any or all of NFWF's websites to any websites created by the NFWF Subrecipient in connection with the Project.

2.8. Evaluation.

The NFWF Subrecipient agrees to cooperate with NFWF by providing timely responses to all reasonable requests for information to assist in evaluating the accomplishments of the Project for a period of five (5) years after the project end date, unless if any litigation, claim, or audit is started (irrespective of the NFWF Subrecipient's involvement in such matter) before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings or pending matters involving the records have been resolved and final action taken. NFWF shall notify NFWF Subrecipient if any such litigation, claim or audit takes place so as to extend the retention period.

2.9. Compliance with Laws.

2.9.1 In General. The NFWF Subrecipient agrees to conduct all such activities in compliance with all applicable Federal, State, and local laws, regulations, and ordinances and to secure all appropriate necessary public or private permits and consents. The terms of this provision will survive termination of this Grant Agreement and must be flowed down to any and all contractors, subcontractors or subrecipients entered into by NFWF Subrecipient in the performance of this Grant Agreement.

2.9.2. Compliance with Anti-Corruption, Anti-Money Laundering, Terrorist Financing, and Other Restrictions.

2.9.2.1. The NFWF Subrecipient shall ensure that no payments have been or will be made or received by the NFWF Subrecipient in connection with this Agreement in violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. §dd-1 *et seq.*), the UK Bribery Act 2010, or any other applicable anti-corruption laws or regulations in the countries in which the NFWF Subrecipient performs under this Grant Agreement.

2.9.2.2. The NFWF Subrecipient shall not provide material support or resources directly or indirectly to, or knowingly permit any funds provided by NFWF pursuant to this Grant Agreement or Matching Contributions to be transferred to, any individual, corporation or other entity that the NFWF Subrecipient knows, or has reason to know, commits, attempts to commit, advocates, facilitates, or participates in any terrorist activity, or has committed, attempted to commit, advocated, facilitated or participated in any terrorist activity, including, but not limited to, the individuals and entities (1) on the master list of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control, which list is available at www.treas.gov/offices/enforcement/ofac; (2) on the consolidated list of individuals and entities maintained by the "1267 Committee" of the United Nations Security Council at http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml; (3) on the consolidated list maintained by the U.S. Department of Commerce at http://export.gov/ecr/eg_main_023148.asp, or (4) on such other list as NFWF may identify from time to time.

2.9.2.3. The NFWF Subrecipient shall ensure that its activities under this Grant Agreement comply with all applicable U.S. laws, regulations and executive orders regarding money laundering, terrorist financing, U.S. sanctions laws, U.S. export controls, restrictive trade practices, boycotts, and all other economic sanctions or trade restrictions promulgated from time to time by means of statute, executive order, regulation or as administered by the U.S. Department of State, the Office of Foreign Assets Control, U.S. Department of the Treasury, or the Bureau of Industry and Security, U.S. Department of Commerce.

2.10. Arbitration.

All claims, disputes, and other matters in question arising out of, or relating to this Grant Agreement, its interpretation or breach, shall be decided through arbitration by a person or persons mutually acceptable to both NFWF and the NFWF Subrecipient. Notice of the demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. The award rendered by the arbitrator or arbitrators shall be final. The terms of this provision will survive termination of this Grant Agreement.

2.11. Indemnity.

The NFWF Subrecipient shall indemnify and hold harmless NFWF, any Funding Source identified in this Grant Agreement, their respective officers, directors, agents, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and expenses including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions or liabilities arising from or in connection with the Project. The terms of this provision will survive termination of this Grant Agreement.

2.12. Insurance.

The NFWF Subrecipient agrees to obtain and maintain all appropriate and/or required insurance coverages against liability for injury to persons or property from any and all activities undertaken by the NFWF Subrecipient and associated with this grant agreement in any way. NFWF reserves the right to require additional insurance limits and policies based on specific activities under this Grant Agreement, that NFWF be named insured on all applicable insurance policies, and that the NFWF Subrecipient provide a certificate of insurance and/or copies of applicable insurance policies as requested by NFWF. The terms of this provision will survive termination of this Grant Agreement.

2.13. Choice of Law/Jurisdiction.

This Grant Agreement shall be subject to and interpreted by the laws of the District of Columbia, without regard to choice of law principles. By entering into this Grant Agreement, the NFWF Subrecipient agrees to submit to the jurisdiction of the courts of the District of Columbia. The terms of this provision will survive termination of this Grant Agreement.

2.14. Termination.

2.14.1. Upon the occurrence of any of the following enumerated circumstances, NFWF may terminate this Grant Agreement, or any portion thereunder, for default effective upon receipt by the NFWF Subrecipient of NFWF's written notice of termination, or as otherwise specified in the notice of termination:

2.14.1.1. The NFWF Subrecipient is adjudged or becomes bankrupt or insolvent, is unable to pay its debts as they become due, or makes an assignment for the benefit of its creditors; or,

2.14.1.2. The NFWF Subrecipient voluntarily or involuntarily undertakes to dissolve or wind up its affairs; or,

2.14.1.3. In the event of suspension or debarment by the Government of the NFWF Subrecipient; or,

2.14.1.4. In the event of any breach of the requirements set forth in Section 2 of this Grant Agreement concerning Compliance with Anti-Corruption, Anti-Money Laundering, Terrorist Financing, and Trafficking in Persons Statutes and Other Restrictions; or,

2.14.1.5. In the event NFWF learns that NFWF Subrecipient has an organizational conflict of interest, or any other conflict of interest, as determined in the sole discretion of NFWF, that NFWF believes cannot be mitigated; or,

2.14.1.6. After written notice and a reasonable opportunity to cure the perceived non-compliance with any material term of this Grant Agreement. The cure period shall be considered the timeframe specified by the Government, if any, minus one (1) to five (5) days or as agreed upon by the Parties in writing, or if no time is specified by the Government, ten (10) days or as otherwise agreed upon by the Parties. Within this time period the NFWF Subrecipient shall, as determined by NFWF, (a) satisfactorily demonstrate its compliance with the term(s) originally believed to be in non-compliance; or (b) NFWF, at its sole discretion, may determine that NFWF Subrecipient has satisfactorily demonstrated that reasonable progress has been made so as not to endanger performance under this Grant Agreement.

2.14.2. Either Party may terminate this Grant Agreement by written notice to the other Party for any reason by providing thirty (30) days' prior written notice to the other Party. NFWF shall have the right to terminate this Agreement in whole or in part at any time, if the Funding Source issues an early termination under the funding agreement(s) covering all or part of the Project at issue hereunder.

2.14.3. In the event of termination of this Grant Agreement prior to Project completion, the NFWF Subrecipient shall immediately (unless otherwise directed by NFWF in its notice if NFWF initiated the termination) undertake all reasonable steps to wind down the Project cooperatively with NFWF, including but not limited to the following:

2.14.3.1. Stop any portion of the Project's work that is incomplete (unless work to be completed and a different date for termination of work are specified in NFWF's notice).

2.14.3.2. Place no further work orders or enter into any further subawards or contracts for materials, services or facilities, except as necessary to complete work as specified in NFWF's notice.

2.14.3.3. Terminate all pending Project work orders, subawards, and contracts for work that has not yet commenced.

2.14.3.4. With the prior written consent of NFWF, promptly take all other reasonable and feasible steps to minimize and/or mitigate any damages that may be caused by the failure to complete the Project, including but not limited to reasonable settlements of any outstanding claims arising out of termination of Project work orders, subawards, and contracts.

2.14.3.5. Deliver or make available to NFWF all data, drawings, specifications, reports, estimates, summaries, and such other information and material as may have been accumulated by the NFWF Subrecipient under this Grant Agreement, whether completed or in progress.

2.14.3.6. Return to NFWF any unobligated portion of the Award.

2.15. Entire Agreement.

These terms and conditions, including the Attachments hereto, constitute the entire agreement between the Parties relating to the Project described herein and supersede all previous communications, representations, or agreements, either oral or written, with respect to the subject matter hereof. No representations or statements of any kind made by any representative of a Party, which are not stated herein, shall be binding on said Party.

2.16. Severability.

Each provision of this Grant Agreement is distinct and severable from the others. If one or more provisions is or becomes invalid, unlawful, or unenforceable in whole or in part, the validity, lawfulness and enforceability of the remaining provisions (and of the same provision to the extent enforceable) will not be impaired, and the Parties agree to substitute a provision as similar to the offending provision as possible without its being invalid, unlawful or unenforceable.

2.17. Interpretation and Construction.

2.17.1. This Grant Agreement shall be interpreted as a unified contractual document with the Sections and the Attachments having equal effect, except in the event of any inconsistency between them. In the event of a conflict between any portion of this Grant Agreement and another portion of this Grant Agreement, first the Sections will apply, then any supplemental attachments.

2.17.2. The title designations of the provisions to this Grant Agreement are for convenience only and shall not affect the interpretation or construction of this Grant Agreement.

2.17.3. Every right or remedy conferred by this Grant Agreement upon or reserved to the Parties shall be cumulative and shall be in addition to every right or remedy now or hereafter existing at law or in equity, and the pursuit of any right or remedy shall not be construed a selection.

2.17.4. The failure of NFWF to exercise any right or privilege granted hereunder or to insist upon the performance and/or compliance of any provision of this Grant Agreement, a referenced contractual, statutory or regulatory term, or an Attachment hereto, shall not be construed as waiving any such right, privilege, or performance/compliance issue, and the same shall continue in full force and effect.

2.17.5. Notwithstanding any express statements regarding the continuation of an obligation beyond the expiration or termination of this Grant Agreement, the rights and obligations of this Grant Agreement which by their nature extend beyond its expiration or termination shall remain in full force and effect and shall bind the Parties and their legal representatives, successors, heirs, and assigns.

SECTION 3 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS GENERAL

3.1. Binding Obligation.

By execution of this Grant Agreement, NFWF Subrecipient represents and certifies that this Grant Agreement has been duly executed by a representative of the NFWF Subrecipient with full authority to execute this Grant Agreement and binds the NFWF Subrecipient to the terms hereof. After execution by the representative of the NFWF Subrecipient named on the signature page hereto, this Grant Agreement represents the legal, valid, and binding obligation of the NFWF Subrecipient, enforceable against the NFWF Subrecipient in accordance with its terms.

3.2. Additional Support.

In making this Award, NFWF assumes no obligation to provide further funding or support to the NFWF Subrecipient beyond the terms stated in this Grant Agreement.

3.3. Compliance with Laws.

By execution of this Grant Agreement and through its continued performance hereunder, the NFWF Subrecipient represents and certifies that it is conducting all such activities in compliance with all applicable Federal, State, and local laws, regulations, and ordinances and to secure all appropriate necessary public or private permits and consents.

3.4. Conflicts of Interest.

By execution of this Grant Agreement, NFWF Subrecipient acknowledges that it is prohibited from using any Project funds received under this Grant Agreement in a manner which may give rise to an apparent or actual conflict of interest, including organizational conflicts of interest, on the part of the NFWF Subrecipient. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of NFWF Subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. An organizational conflict of interest is defined as a relationship that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The NFWF Subrecipient represents and certifies that it has adopted a conflict of interest policy that, at a minimum, complies with the requirements of the OMB Uniform Guidance, and will comply with such policy in the use of any Project funds received under this Agreement. NFWF Subrecipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of NFWF Subrecipient. If NFWF Subrecipient becomes aware of any actual or potential conflict of interest or organizational conflict of interest, during the course of performance of this Grant Agreement, NFWF subrecipient will immediately notify NFWF in writing of such actual or potential conflict of interest, whether organizational or otherwise.

SECTION 4 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO FEDERAL FUNDS

4.1. If the Funding Source or any funding entity (*i.e.*, a secondary funding source) is a federal agency and/or any portion of the Project provided herein is paid with federal funds, the NFWF Subrecipient must read and understand certain applicable Federal regulations, including but not limited to, the following in Sections 4 and 5 of this Agreement as set forth herein.

If the NFWF Subrecipient is a Non-Profit Organization, Institution of Higher Education, State, Local or Tribal Government, it will need to understand and comply with the OMB Uniform Guidance (including related Supplements as may be applicable to a specific federal funding source(s), and Appendices as may be applicable), in addition to other applicable Federal regulations.

If NFWF Subrecipient subawards any portion of the Project under this Agreement to a third-party, NFWF Subrecipient shall, at a minimum, flow down those requirements and provisions required to be flowed down pursuant to the applicable regulations set forth above.

4.2. A-133 and 2 CFR § 200 Subpart F Audits.

It is the responsibility of subrecipients that are Non-Profit Organizations, State, Local or Tribal Governments to arrange for the conduct of audits as required by either OMB Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" or 2 CFR Part 200, Subpart F – Audit Requirements, whichever is applicable.

4.3. Interest.

Any interest earned in any one year on Federal funds advanced to the NFWF Subrecipient that exceeds \$500 must be reported to NFWF, and the disposition of those funds negotiated with NFWF. Interest amounts up to \$500 per year may be retained by the Subrecipient for administrative expense.

4.4. Subrecipient Debarment and Suspensions.

Unless NFWF Subrecipient has submitted a written justification fourteen (14) days prior to execution of this Grant Agreement, stating the reason that this term does not apply, which has been expressly accepted and approved by NFWF prior to execution, by and through NFWF Subrecipient's execution of this Grant Agreement, NFWF Subrecipient warrants and represents its initial and continued compliance that it is not listed on the General Services Administration's, government-wide System for Award Management Exclusions (SAM Exclusions), in accordance with the OMB guidelines at 2 C.F.R Part 180 that implement E.O.s 12549 (3 C.F.R., 1986 Comp., p. 189) and 12689 (3 C.F.R., 1989 Comp., p. 235), "Debarment and Suspension." The NFWF Subrecipient further provides that it shall not enter into any subaward, contract or other agreement using funds provided by NFWF with any party listed on the SAM Exclusions in accordance with Executive Orders 12549 and 12689. The SAM Exclusions can be found at <https://www.sam.gov/portal/public/SAM/>.

4.5. Mandatory Disclosure.

NFWF Subrecipient must disclose, in a timely manner, in writing to NFWF all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in this Grant

Agreement, including termination, and any remedies provided under law, including suspension or debarment by cognizant federal authorities.

4.6. Trafficking in Persons.

Pursuant to section 106(a) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)) (codified at 2 C.F.R. Part 175), NFWF Subrecipient shall comply with the below provisions. Further, NFWF Subrecipient shall flow down these provisions in all subawards and contracts, including a requirement that Subrecipients similarly flow down these provisions in all lower-tiered subawards and subcontracts. The provision is cited herein:

I. Trafficking in persons.

- a. *Provisions applicable to a recipient that is a private entity.*
 1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
 2. We as the Federal awarding agency's pass-through entity may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),".
- b. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency's pass-through entity may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity-
 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),".
- c. *Provisions applicable to any recipient.*

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- d. *Definitions.* For purposes of this award term:
 1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 3. “Private entity”:
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization.
 4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

4.7. Subrecipient Monitoring Requirements.

NFWF Subrecipients receiving federal funds understand that NFWF may require NFWF Subrecipient to take corrective action measures in response to a deficiency brought to NFWF and NFWF Subrecipient’s attention during the course of an audit.

4.8. Certification and Representation.

NFWF Subrecipient must submit those certifications and representations required by Federal statutes, or regulations to NFWF on an annual basis. Submission may be required more frequently if the NFWF Subrecipient entity fails to meet a requirement of a Federal award.

Programmatic and financial reports or payment requests under a Federal award must be submitted by a representative of the NFWF Subrecipient who has the NFWF Subrecipient’s full authority to render such reports and requests for payment and certify to the following at time of submission:

By signing this [report] [payment request], I certify to the best of my knowledge and belief that the [report] [payment request] is true, complete, and accurate. [The expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Grant Agreement.]. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

4.9. 41 United States Code (U.S.C.) 4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection:

(a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 U.S.C. 4712.

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and contracts over the simplified acquisition threshold related to this award.

4.10. 41 USC §6306, Prohibition on Members of Congress Making Contracts with Federal Government.

No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit.

4.11. Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving.

(Sub)Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the order.

4.12. 43 CFR §18 New Restrictions on Lobbying.

The NFWF Subrecipient agrees to comply with 43 CFR 18, New Restrictions on Lobbying, including the following certification:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the NFWF Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

(c) The NFWF Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**SECTION 5 REPRESENTATIONS, CERTIFICATIONS, AND OTHER
STATEMENTS RELATING TO FEDERAL FUNDS – FUNDING SOURCE
SPECIFIC**

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SECTION 6 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO NON-FEDERAL FUNDS – FUNDING SOURCE SPECIFIC

TR.A332

Publicity – Ralph C. Wilson, Jr. Foundation.

The NFWF Subrecipient shall obtain advanced written approval of the text of any written public statement, press release, or other announcement or recognition that references the Ralph C. Wilson, Jr. Foundation.

TR.A340

Intellectual Property.

The Kresge Foundation is committed to providing public access to any materials generated with Kresge support. Unless otherwise mutually agreed in writing, the NFWF Subrecipient will own the resulting intellectual property and will not take any actions that limit free public access to those materials. If applicable, the NFWF Subrecipient hereby grants Kresge and NFWF license to exercise all copyrights with respect to all work products created and data generated under this award in all media known and later developed. This license is non-exclusive, royalty-free, paid up, worldwide, perpetual, irrevocable, sublicensable, and transferable.

BY COUNCIL PRESIDENT BRENDA JONES

COMMUNITY ENGAGEMENT AND OUTREACH RESOLUTION

WHEREAS, The residents of the City of Detroit have a long history of personal investment in the operations and functioning of their communities, neighborhoods, and government as evidenced through grass roots organizing in support of community projects or opposition to unhealthy or undesirable projects, investment of sweat equity in the maintenance of neighborhood parks and structures, or essential citizen oversight of City government; and

WHEREAS, In recognition of the City's commitment to community outreach "that promotes transparency and accountability and ensures community awareness on legislation, contracts, agreements, and resolutions related to . . . City Wide Proposals and Neighborhood Proposals", the Detroit City Council proposes an amendment to the Detroit City Code, Chapter 12, *Community Development*, by adding Article X, *Community Outreach*, to provide residents with the opportunity to weigh in on important issues impacting their communities, with the exception of construction projects covered by the City's Community Benefits Ordinance, by creating a standard community outreach policy in the City of Detroit to facilitate civic involvement; and

WHEREAS, In addition to the specific provisions of the proposed *Detroit Community Outreach Ordinance*, the Detroit City Council urges the Administration to endeavor to accomplish the following:

- If additional financial or staffing resources are developed, an expansion of the current in-person hard copy distribution requirement to a 1,000 foot, hard copy distribution requirement for residents within the impacted neighborhood,
- As staffing and financial resources permit, inclusion of residents from the impact area at the *earliest* phases of proposal development,
- Adoption of fair and transparent policies, in consultation with City Council, for identification of impacted neighborhoods, as well as the time frame for implementing outreach; and

WHEREAS, In furtherance of the stated purpose and provisions of the *Detroit Community Outreach Ordinance*, the Administration and City Council have agreed to certain additional provisions as described below. **NOW THEREFORE, BE IT**

RESOLVED, That the Detroit City Council and the Administration agree to the following provisions:

- Outreach meetings will only be held in densely populated areas,
- A City-Wide Registration Database will be created, including the following:
 - (a) The Department of Neighborhoods will create and maintain an electronic database, accessible to City Council, of all residents, block clubs, community groups or associations, businesses, food pantries, non-profit organizations, senior citizen facilities, and established Community Advisory Councils in each of the City districts, that are registered to receive notification of the community outreach and notification process set forth in this Article.

(b) The Department of Neighborhoods will provide a consistent means for all residents and entities referenced in Subsection (a) to register with the electronic database by:

- (1) Accessing the Department of Neighborhoods website;
- (2) Providing registration materials at in-person or virtual meetings; and
- (3) Through an established process for telephonic registration.


(c) From January 1st through January 31st of each year, the Department of Neighborhoods will launch an annual City-wide campaign encouraging block clubs, community groups and associations, food pantries, non-profit organizations, senior citizen facilities and the established Community Advisory Councils in each City district to register on the electronic database. **AND BE IT FURTHER**

RESOLVED, the City Clerk's office is directed to send a copy of this resolution to Mayor Mike Duggan and the Director of the Department of Neighborhoods.

MEMORANDUM

TO: David Whitaker, Director
Legislative Policy Division

CC: Honorable Colleagues
Janice Winfrey, City Clerk
Avery Peeples, City Council Liaison

FROM: Council President Brenda Jones 

DATE: July 2, 2020

RE: Community Engagement and Outreach Resolution

Please draft a resolution the Community Engagement and Outreach Resolution. The purpose of the resolution is to address various administrative actions that are not legally or fiscally feasible in the amendment to Chapter 12 of the 2019 Detroit City Code, *Community Development*, by Adding Article X, Community Outreach, and Section 12-10-1 through Section 12-10-34.



CITY CLERK INTAKE UNIT ITEM SUBMISSION

DEPARTMENT: Office of Contracting & Procurement
FILE NUMBER: Office of Contracting & Procurement-0039

Submitting reso. autho. Contract No. 3045208

SUMMARY:

3045208 100% City Funding – To Provide Fourteen Hundred (1,400) Radio Motorola APX6000 Batteries and One Hundred (100) Charger Replacements through MiDeal Contract No. 190000001544. – Contractor: Motorola Solutions, Inc. – Location: 500 W Monroe Street, Chicago, IL 60661 – Contract Period: Upon City Council Approval through October 30, 2020 – Total Contract Amount: \$183,525.00. **POLICE**

RECOMMENDATION:

3045208 100% City Funding – To Provide Fourteen Hundred (1,400) Radio Motorola APX6000 Batteries and One Hundred (100) Charger Replacements through MiDeal Contract No. 190000001544. – Contractor: Motorola Solutions, Inc. – Location: 500 W Monroe Street, Chicago, IL 60661 – Contract Period: Upon City Council Approval through October 30, 2020 – Total Contract Amount: \$183,525.00. **POLICE**

BY Choose an item.

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement Office

RESOLVED: that Contract No. 3045208 referred to in the foregoing communication dated September 15, 2020 be hereby and is approved.

DEPARTMENTAL CONTACT:

Name: Alexandria Vaughn-Powe
Position: Procurement Assistant



DEPARTMENTAL SUBMISSION

DEPARTMENT: Office of Contracting & Procurement
FILE NUMBER: Office of Contracting & Procurement-
0044

RE:

Submitting reso. autho. Contract No. 6003069

SUMMARY:

Contract No. 6003069 - 100% City Funding – To Provide software maintenance & support of the Dataworks Plus, Facial Recognition Software, Utilized in the Real Time Crime Center and Extend Current Software Licenses. – Contractor: DataWorks Plus, LLC – Location: 728 N Pleasantburg Drive, Greenville, SC 29607 – Contract Period: October 1, 2020 through September 30, 2022 – Amount: \$219,984.50 (for the two-year period) – POLICE

RECOMMENDATION:

Contract No. 6003069 - 100% City Funding – To Provide software maintenance & support of the Dataworks Plus, Facial Recognition Software, Utilized in the Real Time Crime Center and Extend Current Software Licenses. – Contractor: DataWorks Plus, LLC – Location: 728 N Pleasantburg Drive, Greenville, SC 29607 – Contract Period: October 1, 2020 through September 30, 2022 – Amount: \$219,984.50 (for the two-year period) – POLICE

BY Choose an item.

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement Office

RESOLVED: that Contract No. 6003069 referred to in the foregoing communication dated September 15, 2020 be hereby and is approved.

DEPARTMENTAL CONTACT:

Name: Ericka Crawford
Position: Procurement Assistant 5



CITY CLERK INTAKE UNIT ITEM SUBMISSION

DEPARTMENT: Office of Contracting & Procurement
FILE NUMBER: Office of Contracting & Procurement-0040

Submitting reso. autho. Contract No. 3045210

SUMMARY:

3045210 100% City Funding – To Provide the Activation of New and/or Replaced Radios by the Michigan Public Safety Communications System (MPSCS). – Contractor: State of Michigan – Location: 201 North Washington Square, Lansing, MI 48933 – Contract Period: Upon City Council Approval through June 30, 2021 – Total Contract Amount: \$150,000.00. **POLICE**

RECOMMENDATION:

3045210 100% City Funding – To Provide the Activation of New and/or Replaced Radios by the Michigan Public Safety Communications System (MPSCS). – Contractor: State of Michigan – Location: 201 North Washington Square, Lansing, MI 48933 – Contract Period: Upon City Council Approval through June 30, 2021 – Total Contract Amount: \$150,000.00. **POLICE**

BY Choose an item.

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement Office

RESOLVED: that Contract No. 3045210 referred to in the foregoing communication dated September 15, 2020 be hereby and is approved.

DEPARTMENTAL CONTACT:

Name: Alexandria Vaughn-Powe
Position: Procurement Assistant



CITY CLERK INTAKE UNIT ITEM SUBMISSION

DEPARTMENT: Office of Contracting & Procurement
FILE NUMBER: Office of Contracting & Procurement-0042

Submitting reso. autho. Contract No. 3045212

SUMMARY:

3045212 100% City Funding – To Provide an Emergency Demolition for the Commercial Property, 17600 John R. – Contractor: Detroit Next, Inc. – Location: 1001 Woodward Avenue Suite 500, MI 48226 – Contract Period: Upon City Council Approval through September 21, 2021 – Total Contract Amount: \$41,890.00.
CITY DEMOLITION

RECOMMENDATION:

3045212 100% City Funding – To Provide an Emergency Demolition for the Commercial Property, 17600 John R. – Contractor: Detroit Next, Inc. – Location: 1001 Woodward Avenue Suite 500, MI 48226 – Contract Period: Upon City Council Approval through September 21, 2021 – Total Contract Amount: \$41,890.00.
CITY DEMOLITION

BY Choose an item.

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement Office

RESOLVED: that Contract No. 3045212 referred to in the foregoing communication dated September 15, 2020 be hereby and is approved.

DEPARTMENTAL CONTACT:

Name: Alexandria Vaughn-Powe
Position: Procurement Assistant



CITY CLERK INTAKE UNIT ITEM SUBMISSION

DEPARTMENT: Office of Contracting & Procurement
FILE NUMBER: Office of Contracting & Procurement-0043

Submitting reso. autho. Contract No. 3045224

SUMMARY:

3045224 100% City Funding – To Provide an Emergency Demolition for the Following Residential Properties, 3146 Theodore and 20036 Klinger. – Contractor: Moss Company, LLC – Location: 6400 Mt Elliot, Detroit, MI 48211 – Contract Period: Upon City Council Approval through September 21, 2021 – Total Contract Amount: \$23,500.00. **CITY DEMOLITION**

RECOMMENDATION:

3045224 100% City Funding – To Provide an Emergency Demolition for the Following Residential Properties, 3146 Theodore and 20036 Klinger. – Contractor: Moss Company, LLC – Location: 6400 Mt Elliot, Detroit, MI 48211 – Contract Period: Upon City Council Approval through September 21, 2021 – Total Contract Amount: \$23,500.00. **CITY DEMOLITION**

BY Choose an item.

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement Office

RESOLVED: that Contract No. 3045224 referred to in the foregoing communication dated September 15, 2020 be hereby and is approved.

DEPARTMENTAL CONTACT:

Name: Alexandria Vaughn-Powe
Position: Procurement Assistant