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City of Detroit

CITY COUNCIL



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Committee of the Whole Room • 1340 Coleman A. Young Municipal Center • (313) 224-3443 • Detroit, MI 48226

CITY COUNCIL FORMAL SESSION

To attend by phone only, call one of these numbers: +1 929 436 2866, +1 312 626 6799, +1 669 900 6833, +1 253 215 8782, +1 301 715 8592, +1 346 248 7799 - Enter Meeting ID: 85846903626

Tuesday, October 11, 2022, 10:00 A.M.

With advance notice of seven calendar days, the City of Detroit will provide interpreter services at public meetings, including American Sign Language, language translation and reasonable ADA accommodations. Please contact the Civil Rights, Inclusion and Opportunity Department at (313) 224-4950, through the TTY number 711, or email crio@detroitmi.gov to schedule these services.

COUNCIL MEMBER ANGELA WHITFIELD-CALLOWAY WILL PRESENT A TESTIMONIAL RESOLUTION TO LISA PHILIPS, PRINCIPAL OF CASS TECHNICAL HIGH SCHOOL

HALLOWEEN IN THE D PRESENTATION

STATE LOBBYIST UPDATE

1. APPROVAL OF JOURNAL OF LAST SESSION
2. RECONSIDERATIONS
3. UNFINISHED BUSINESS
4. PRESIDENT'S REPORT ON STANDING COMMITTEE REFERRALS AND OTHER MATTERS
5. BUDGET, FINANCE AND AUDIT STANDING COMMITTEE
THE FOLLOWING ITEM(S) ARE TO BE REFERRED TO THE BUDGET, FINANCE AND AUDIT STANDING COMMITTEE:

OFFICE OF THE CHIEF FINANCIAL OFFICER

- 5.1. Submitting report relative to
Proposed FY 2023 – FY 2027 Revenue Estimates Pursuant to State of Michigan Public Act 279 of 1909, Section 4t(1)(d). (State of Michigan Public Act 279 of 1909 (PA 279), Section 4t(1)(d), as amended by Public Act 182 of 2014, states the City shall hold a revenue estimating conference in the second week of September and in the third week of February of each year, subject to the following.)

6. INTERNAL OPERATIONS STANDING COMMITTEE
THE FOLLOWING ITEM(S) ARE TO BE REFERRED TO THE INTERNAL OPERATIONS STANDING COMMITTEE:

LAW DEPARTMENT

- 6.1. Submitting reso. autho.
Settlement in lawsuit of Lashelle Lowe-Breckenridge vs City of Detroit; File No. 14961,

W17-00235, CM, A34000, and in the amount of **(\$71,293.22)**, in full payment for any and all claims which Lashelle Lowe-Breckenridge may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained.

6.2. Submitting reso. autho.

Settlement in lawsuit of Anairion Adkins-Lewis vs City of Detroit Department of Transportation; File No. 15006 (PSB). (On September 20, 2022, your Honorable Body adopted a resolution authorizing payment of \$57,500.00 to settle the workers compensation claim of Anairion Adkins-Lewis. However, Ms. Adkins-Lewis' first name was printed incorrectly ("Anarian"). The correct spelling of Ms. Adkins-Lewis' first name is Anairion. We therefore, request that your Honorable Body rescind the resolution of "Anarian Adkins-Lewis, and we further request that you authorize the settlement of this worker's compensation claim for the amount of Fifty-Seven Thousand Five Hundred Dollars (\$57,500.00), and that your Honorable Body authorize and direct the Finance Director to issue a draft in that amount payable to Anairion Adkins-Lewis and her attorney Steven L. Hirsch, in Workers Compensation Claim #15006 approved by the Law Department.

6.3. Submitting reso. autho.

Settlement in lawsuit of Glenies Gray et al v City of Detroit et al; Case No. 20-006482-NI, File No. L20-00182 (GBP), Department of Transportation, in the amount of **\$70,000.00** in full payment for any and all claims which Glenies Gray may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained.

6.4. Submitting reso. autho.

Settlement in lawsuit of Charles Matter vs City of Detroit; File No. 15081, W21-00194, CM, A24000, and in the amount of **(\$88,400.00)** in full payment for any and all claims which Charles Matter may have against the City of Detroit.

6.5. Submitting reso. autho.

Settlement in lawsuit of Quinn Jenkins and Anita Jenkins v City of Detroit; Case No. 20-008604-NF, File No. L20-00448 (YRB) A20000 (Department of Transportation) in the total amount of **(\$27,500.00)** in full payment for any and all PIP claims which the Estate of Quinn Raymar Jenkins and Anita Jenkins, individually, may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about October 31, 2019.

6.6. Submitting reso. autho.

Settlement in lawsuit of Michigan Comprehensive Spine and Rehab (James Leddell) v City of Detroit; Case Number: 20-016017-NF File Number: L21-00018 (MBC) A20000 (DDOT) in the amount of **(\$6,320.00)** in full payment for any and all claims which Michigan Comprehensive Spine & Rehab may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about November 25, 2019.

6.7. Submitting reso. autho.

Settlement in lawsuit of Principal Home Healthcare, LLC (Camilla McKoy) v. The City of Detroit; Case Number: 21-006047-NF File Number: L21-00739 (KAC) (DDOT) in the amount of **(\$22,000.00)** in full payment for any and all claims which Principal Home Healthcare, LLC may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about February 25, 2019.

6.8. Submitting reso. autho.

Settlement in lawsuit of Capital Healthcare, LLC, a.k.a Capital Surgery Center (Camilla McKoy) v The City of Detroit; Case Number: 20-002598-NF File Number: L20-00241 (KAC) (DDOT) in favor of Capital Healthcare, LLC, a.k.a Capital Surgery Center and It's attorney, Bashore Green Law Group, in the amount of **(\$100,000.00)** in full payment for any and all claims which Capital Healthcare, LLC, a.k.a Capital Surgery Center may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries

sustained on or about February 25, 2019.

6.9. Submitting reso. autho.

Settlement in lawsuit of Pioneer Labs and ZMC Pharmacy, LLC et al (Eben Ford) v. City of Detroit et al.; Case No. 21-002928-NF, File No. L20-00297 (YRB) A20000 (Department of Transportation) in the total amount of **(\$20,800.00)** in full payment for any and all claims which Pioneer Labs and ZMC Pharmacy, LLC, may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about March 6, 2020.

MISCELLANEOUS

6.10. Council President Mary Sheffield

Submitting memorandum relative to Request for the Law Department and Administration to Provide an Update on the Implementation and Funding of the Right to Counsel Ordinance.

7. PLANNING AND ECONOMIC DEVELOPMENT STANDING COMMITTEE

THE FOLLOWING ITEM(S) ARE TO BE REFERRED TO THE PLANNING AND ECONOMIC DEVELOPMENT STANDING COMMITTEE:

HISTORIC DESIGNATION ADVISORY BOARD

7.1. Submitting report relative to

Secondary Street Name Review. (The Historic Designation Advisory Board (HDAB) staff has reviewed fifteen (15) petitions for the establishment of a Secondary Street Sign. Upon review of the documentation submitted by the petitioners, staff has determined that seven (7) of them meet the eligibility requirements per the Secondary Street Sign Ordinance, Chapter 43 of the 2019 Detroit City Code, Streets, Sidewalks, and other Public Places, Article III, Opening, Closing, Extending, Widening, Vacating, Naming and Renaming of Streets and Assigning Secondary Names to Streets.)

MISCELLANEOUS

7.2. Council Member Angela Whitfield-Calloway

Submitting resolution Concerning CODA Brush Park Investigation.

8. PUBLIC HEALTH AND SAFETY STANDING COMMITTEE

THE FOLLOWING ITEM(S) ARE TO BE REFERRED TO THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE:

FIRE DEPARTMENT

8.1. Submitting reso. autho.

Detroit Fire Department's Approval and Authorization to Acquire 13930 and 13942 Burt Road, Detroit, Michigan 48223, from Cathedral of Faith, a Michigan nonprofit corporation. Acquisition of 13930 and 13942 Burt Rd. by the City of Detroit Fire Department. (The Detroit Fire Department ("DFD") is requesting the approval and authorization to acquire 13930 and 13942 Burt Road, Detroit, Michigan 48223 (the "Properties") from Cathedral of Faith, a Michigan nonprofit corporation, for the purchase price of Thirty-Seven Thousand One Hundred and 00/100 Dollars (\$37,100.00).)

DEPARTMENT OF PUBLIC WORKS

8.2. Submitting reso. autho.

Petition of Detroit Metro Sports Commission (#2022-303), request to install 96 banners on various streets from December 5, 2022 until December 27, 2022 in order to announce the 2022 Quick Lane Bowl. (The Department of Public Works, Traffic Engineering Division received the above referenced petition. This department has no objection to the placement of banners, provided that the banner installation is in compliance with the banner policy adopted by your Honorable Body on December 13, 2019, and subject to the following conditions.)

8.3. Submitting reso. autho.

Petition of Downtown Detroit Partnership (#2022-304), request to install lights on 260 pole locations around Central Business District from November 11, 2022 until March 15, 2023 for holiday décor. (The Department of Public Works, Traffic Engineering Division received the above referenced petition. This department has no objection to the placement of banners, provided that the banner installation is in compliance with the banner policy adopted by your Honorable Body on December 13, 2019, and subject to the following conditions.)

MISCELLANEOUS

8.4. Council Member Mary Waters

Submitting memorandum relative to Property Management Companies and Rental Certificates of Compliance.

9. VOTING ACTION MATTERS

10. OTHER MATTERS

11. COMMUNICATIONS FROM MAYOR AND OTHER GOVERNMENTAL OFFICIALS AND AGENCIES

12. PUBLIC COMMENT

13. STANDING COMMITTEE REPORTS

14. BUDGET, FINANCE AND AUDIT STANDING COMMITTEE

UNFINISHED BUSINESS

14.1. Benson, An Ordinance

Amendment To Chapter 17 of the 2019 Detroit Municipal Code, Finance and Taxation; Article V, Purchases and Supplies; Division 1, Goods and Services; Subdivision B, Purchasing of City Goods and Services; by amending Section 18-5-4, Policy encouraging purchase of environmentally preferable goods and services; preference for bidders offering environmentally preferable goods and services; criteria. **(SIX (6) VOTES REQUIRED AND SHALL BE GIVEN IMMEDIATE EFFECT AND BECOME EFFECTIVE UPON PUBLICATION) ROLL CALL**

OFFICE OF THE CHIEF FINANCIAL OFFICER

14.2. Durhal, reso. autho.

Left Field 2020 Limited Dividend Housing Association L.L.C. - Payment in Lieu of Taxes (PILOT). (American Community Developers, Inc. has formed Left Field 2020 Limited Dividend Housing Association L.L.C., a Michigan Limited Liability Company in order to develop the Project known as Left Field (the "Project"). The Project is a mixed-income, new construction six-story building that will consist of sixty (60) units located in an area bounded by the West Fisher Service Drive on the north, Trumbull on the east, Michigan Avenue on the south and Cochrane on the west (the former Tigers Stadium block). The Project consists of twenty-five (25) one bed, one-bath units, fifteen (15) two-bed, two-bath units, six (6) three-bed, two-bath units and fourteen (14) studio apartments.)

14.3. Durhal, reso. autho.

Springwells Partners MHT Limited Dividend Housing Association, LLC Payment in Lieu of Taxes (PILOT). (MHT Housing, Inc. has formed Springwells Partners MHT Limited Dividend Housing Association, LLC in order to develop an existing four-building scattered site Project in the Springwells neighborhood. The Project includes one 34-unit, one 15-unit, one 18-unit and one 22-unit building known as the Ferndale, Vernor, Claradale and Carson Apartments, respectively. The area is bounded by Pitt on the north, Springwells on the east, Homer on the south and Woodmere on the west. The preservation and rehabilitation Project

will include twenty-nine (29) 1 bedroom/1 bath, forty-five (45) 2 bedroom/1 bath and fifteen (15) 3 bedroom/1 bath apartments with supportive available parking. A rent subsidy reserve will be established to protect tenants against an increase in rent for a five-year period following the date of closing.)

OFFICE OF THE CITY CLERK/CITY PLANNING COMMISSION

14.4. Durhal, reso. autho.

Neighborhood Enterprise Zone Certificate Application for the construction of a new 67 unit multi-family mixed-use building at 900 Tuscola Street in the Midtown West Neighborhood Enterprise Zone area. **(RECOMMEND APPROVAL)** (The Office of the City Clerk forwarded to the City Planning Commission (CPC) staff an application requesting a Neighborhood Enterprise Zone (NEZ) certificate for the construction of a new 5-story multi-family building 900 Tuscola with 67 rental apartments and one commercial/retail space.)

14.5. Durhal, reso. autho.

Neighborhood Enterprise Zone Certificate Application for the construction of a new single-family house at 3013 Cochrane in the North Corktown Neighborhood Enterprise Zone area. **(RECOMMEND APPROVAL)**

15. INTERNAL OPERATIONS STANDING COMMITTEE

OFFICE OF CONTRACTING AND PROCUREMENT

15.1. Johnson, reso. autho.

Contract No. 6001289 - 100% City Funding – AMEND 3 –To Provide an Extension of Time Only for Citywide Cellular Devices and Services. – Contractor: Celco Partnership dba Verizon Wireless – Location: One Verizon Way, Basking Ridge, NJ 07920 – Contract Period: Upon City Council Approval through January 31, 2023 – Amended Contract Amount: \$0.00. Total Contract Amount: \$7,500,000.00 **DoIT (Previous Contract Period: August 28, 2018 through September 30, 2022)**

15.2. Johnson, reso. autho.

Contract No. 6001570 - 100% City Funding – AMEND 2 – To Provide an Extension of Time and an Increase of Funds for Legal Consultant Services for Noticing, Claims Management, Reconciliation, Plan Solicitation, Balloting, Disbursements and Computer Software Support to the City of Detroit’s Law Department in connection with the City of Detroit Bankruptcy Case #13-53846. – Contractor: Kurtzman Carson Consultants, LLC – Location: 452 Fifth Avenue, New York, NY 10018 – Contract Period: Upon City Council Approval through December 31, 2024 – Contract Increase Amount: \$200,000.00 – Total Contract Amount: \$450,000.00. **LAW (Previous Contract Period: November 28, 2017 through December 31, 2023)**

15.3. Johnson, reso. autho.

Contract No. 6001286 - 100% City Funding – AMEND 3 –To Provide an Extension of Time Only for Citywide Cellular Devices and Services. – Contractor: T Mobile – Location: 12920 SE 38th Street, Bellevue, WA 98006 – Contract Period: Upon City Council Approval through January 31, 2023 – Amended Contract Amount: \$0.00 Total Contract Amount: \$4,500,000.00 **DoIT (Previous Contract Period: November 21, 2018 through September 30, 2022)**

15.4. Johnson, reso. autho.

Contract No. 3060025 - 100% City Funding – To Provide Invoice Payments Related to Primary Elections. – Contractor: Detroit Regional Convention Facility Authority (DRCFA) – Location: 1 Washington Boulevard, Suite 401, Detroit, MI 48226 – Contract Period: Upon City Council Approval through September 30, 2023 – Total Contract Amount: \$121,120.00. **ELECTIONS**

15.5. Johnson, reso. autho.

Contract No. 6003466 - 100% City Funding – AMEND 1 – To Provide an Extension of Time and an Increase of Funds for Litigation Services in the L. Boyd, J. Webb v City of Detroit Case (Case No. 18-01872-NF) and Any Other Mature Litigation Matters Involving Significant Exposure. – Contractor: Cardelli Lanfear, P.C. – Location: 322 W Lincoln, Royal Oak, MI 48067 – Contract Period: Upon City Council Approval through December 31, 2024 – Contract Increase Amount: \$200,000.00 – Total Contract Amount: \$400,000.00. **LAW** (*Original Contract Period: February 10, 2021 through March 28, 2023*)

LAW DEPARTMENT

15.6. Johnson, reso. autho.

Settlement in lawsuit of Coolidge Imaging, LLC d/b/a Parkwood Open Imaging (James Leddell) v City of Detroit; Case Number: 20-015562-NF File Number: L21-00007 (MBC) (A20000) (DDOT) in the amount of **(\$4,625.00)** in full payment for any and all claims which Coolidge Imaging, LLC D/B/A Parkwood Open Imaging may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about November 25, 2019.

15.7. Johnson, reso. autho.

Settlement in lawsuit of D. Savage et al v. Matthew Bray et al, Case No. 21-11242, File No. L21-00490 (BP) A37000 Police Department, Federal Rule of Civil Procedure 68 Offer to Accept Judgment for **(\$5,000.00)** on Curtis Williams and a Federal Rule of Civil Procedure Rule 68 Offer of Judgment for **(\$5,000.00)** on Plaintiff Jeanne Walsh, in full payment for any and all claims which Curtis Williams and Jeanne Walsh may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained.

15.8. Johnson, reso. autho.

Settlement in lawsuit of Level 1 Physical Therapy et al. (Daylan Fields) v City of Detroit; Case No. 21-170658-GC, File No. L21-01776 (SVD) A20000 (Department of Transportation) in the amount of **(\$11,317.50)** in full payment for any and all claims which Level 1 Physical Therapy and Momentum Spine & Sports Management may have against the City of Detroit and any other City of Detroit employees by reason of treatment provided to Daylan Fields for alleged injuries sustained on or about 05/10/2020.

15.9. Johnson, reso. autho.

Settlement in lawsuit of Deangelo Bond II and Brandon Davis-Perkins v City of Detroit; Case No. 21-001790-NF, File No. L21-00166 (CBO) Department of Transportation, in the amount of **(\$22,000.00)** in full payment for any and all claims which DeAngelo Demond Bond may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained.

15.10. Johnson, reso. autho.

Settlement in lawsuit of Anesthesia Services Affiliates (Theresa Smith) v City of Detroit; Case No. 21-141982 GC, File No. L20-00440 (YRB) A20000 (Department of Transportation) in the amount of **(\$4,000.00)** in full payment for any and all claims which Anesthesia Services Affiliates may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about January 11, 2016.

15.11. Johnson, reso. autho.

Settlement in lawsuit of Van Dyke Spinal Rehabilitation Center, PLLC (James Leddell) v City of Detroit; Case Number: 20-015412-NF File Number: L20-00982 (MBC) (A20000) (DDOT) in the amount of **(\$15,000.00)** in full payment for any and all claims which Van Dyke Spinal Rehabilitation Center, PLLC may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about November 25, 2019.

15.12. Johnson, reso. autho.

Legal Representation and Indemnification of Police Officer Brian Gadwell in lawsuit of Terrell Brown-Mosby v City of Detroit et al Case No. 21-10336; L22-01005 (RJB) A-37000 (Police Department) for Police Officer Brian Gadwell.

15.13. Johnson, reso. autho.

Legal Representation and Indemnification of Police Officer Steven Rauser in lawsuit of Terrell Brown-Mosby v City of Detroit et al Case No. 21-10336; L22-01005 (RJB) A-37000 (Police Department) for Police Officer Steven Rauser.

15.14. Johnson, reso. autho.

Settlement in lawsuit of Devon Lott and Select Specialists LLC v. Crystal Henderson and City of Detroit; Case Number 20-011925-NI File Number: L20-00746 (AA) (A20000) (DDOT) in favor of Devon Lott and HIS attorneys, Wigod & Falzon, P.C. in the amount of **(\$44,000)**; and Select Specialists LLC and Their attorneys Makki Law, PLLC, P.C. in the amount of **(\$10,000.00)**, in full payment for any and all claims which Devon Lott and Select Specialists LLC may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about July 29, 2019.

15.15. Johnson, reso. autho.

Settlement in lawsuit of Foulks, Joe Louis v City of Detroit, et al.; Case No. 20-10302, File No. L20-00470 (SVD) A37000 (Police Department) in the amount of **(\$37,500.00)** in full payment for any and all claims which Joe Louis Foulks may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about 12/25/2017.

15.16. Johnson, reso. autho.

Settlement in lawsuit of Deborah Howard vs City of Detroit; File No. 13884, LE-007430, PSB, A47000, and in the amount of **(\$24,500.00)** in full payment for any and all claims which Deborah Howard may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained.

OFFICE OF THE CHIEF FINANCIAL OFFICER/OFFICE OF DEVELOPMENT OF GRANTS

15.17. Johnson, reso. autho.

Request to Accept and Appropriate the FY 2023 Michigan Indigent Defense Commission Grant. **(The Michigan Indigent Defense Commission has awarded the City of Detroit Law Department with the FY 2023 Michigan Indigent Defense Commission Grant for a total of \$2,442,629.57. The State share is \$2,442,629.57 of the approved amount, and there is a required cash match of \$1,095,180.33. The total project cost is \$3,537,809.90.)**

HUMAN RESOURCES /LABOR RELATIONS DIVISION

15.18. Johnson, reso. autho.

2023 Medical, Dental and Vision Plan Rate Schedule for City of Detroit Employee. **(Medical, Dental and Vision companies that provide benefits to active City of Detroit employees and their eligible dependents have submitted rates to be in effect January 1, 2023. The Employee Benefit Plan Governing Board has examined these rates and certified them by Resolution.)**

16. **PLANNING AND ECONOMIC DEVELOPMENT STANDING COMMITTEE**

OFFICE OF CONTRACTING AND PROCUREMENT

16.1. Tate, reso. autho.

Contract No. 6003280 - 100% Grant Funding – AMEND 2 – To Provide an Extension of Time and an Increase of Funds for Additional Services to Prevent, Prepare or Respond to Covid-19. – Contractor: Homeless Action Network of Detroit – Location: 3701 Miracles Boulevard, 101, Detroit, MI 48201 – Contract Period: Upon City Council Approval through

December 31, 2022 – Contract Increase Amount: \$46,500.00 – Total Contract Amount: \$525,500.00. **HOUSING AND REVITALIZATION** (*Previous Contract Period: November 1, 2020 through September 30, 2022*)

16.2. **Tate, reso. autho.**

Contract No. 6004645 - 100% City Funding – To Provide a Residential Rehabilitation for the Property Located at 6325 Plainview through the Bridging Neighborhoods Program. – Contractor: Nora Contracting, LLC – Location: 3633 Michigan Avenue, Suite 260, Detroit, MI 48216 – Contract Period: Upon City Council Approval through July 31, 2023 – Total Contract Amount: \$132,000.00. **HOUSING AND REVITALIZATION**

16.3. **Tate, reso. autho.**

Contract No. 6003922 - 100% Grant Funding – AMEND 2 – To Provide an Extension of Time Only for Continued Covid Isolation Emergency Shelter Operation Services at Located at 440 E. Grand Blvd., Detroit, MI 48207 – Contractor: Detroit Rescue Mission Ministries – Location: 150 Stimson Street, Detroit, MI 48201 – Contract Period: Upon City Council Approval through January 31, 2023 – Amended Contract Amount: \$0.00 Total Contract Amount: \$1,216,336.00 **HOUSING AND REVITALIZATION** (*Previous Contract Period: October 1, 2021 through September 30, 2022*)

16.4. **Tate, amended reso. autho.**

Contract No. 6004784 - 100% City Funding – *To Provide Economic Development Services to the City of Detroit.* – **Contractor: Economic Development Corporation** – Location: 500 Griswold, Suite 2200, Detroit, MI 48226 – Contract Period: Upon City Council Approval through June 30, 2023 – Total Contract Amount: \$275,000.00. **HOUSING AND REVITALIZATION**

HOUSING AND REVITALIZATION DEPARTMENT

16.5. **Tate, reso. autho.**

Approving an Obsolete Property Rehabilitation Certificate on behalf of 1732 Bethune Lofts, LLC in the area of 1732 Bethune Avenue & 1800 Bethune Avenue , Detroit, Michigan, in accordance with Public Act 146 of 2000.

16.6. **Tate, reso. autho.**

Approving an Obsolete Property Rehabilitation District on behalf of 81001 Jefferson, LLC in the area of 1001 E Jefferson Detroit, Michigan, in accordance with Public Act 146 of 2000.

16.7. **Tate, reso. autho.**

Approving an Obsolete Property Rehabilitation District on behalf of 8600 Pingree, LLC in the area of 610 Blaine, 600 Pingree, and 8631 Second Avenue Detroit, Michigan, in accordance with Public Act 146 of 2000.

16.8. **Tate, reso. autho.**

Amendment of the Programmatic Agreement Regarding the Administration of Housing and Community Development Programs funded by the U.S. Department of Housing and Urban Development. (**The Housing and Revitalization Department is requesting this Honorable Body’s approval of the Second Amendment to the Programmatic Agreement (the “Amendment”) between the City of Detroit (the “City”) and Michigan State Historic Preservation Officer (the “SHPO”) and the Advisory Council on Historic Preservation (the “ACHP”), regarding the administration and coordination of the U.S. Department of Housing and Urban Development - Housing and Community Development Programs and environmental review responsibilities (the “HUD Programs”).**)

PLANNING AND DEVELOPMENT DEPARTMENT

16.9. **Tate, reso. autho.**

Transfer of Jurisdiction of 2014 W. Philadelphia et. al. from the Planning and Development

Department to the Department of Parks and Recreation. (The City of Detroit Detroit Planning and Development Department (“P&DD”) has indicated to the Department of Parks and Recreation (“DPR”) that certain City-owned real property located at at 2014, 2016, 2019, 2024, 2025, 2030, 2033, 2038, 2039, 2044, 2045, 2052, 2053, 2075, and 2095 W. Philadelphia and 2002, 2014, 2024, 2040, 2044, 2060, 2070, 2080, and 2090 W. Euclid and 8521 Rosa Parks Blvd (collectively the "Properties"), are no longer appropriate to their needs. P&DD has requested that the Finance Department transfer jurisdictional control over the Property to DPR to administer.)

16.10. Tate, reso. autho.

Property Sale of 8933 Kercheval, Detroit, MI 48214. (The City of Detroit, Planning and Development Department (“P&DD”) has received an offer from 8933 Kercheval, LLC (the “Purchaser”), a Michigan limited liability company, to purchase certain City-owned real property at 8933 Kercheval (the “Property”) for the purchase price of One-Hundred Thousand and 00/100 Dollars (\$100,000.00).)

17. PUBLIC HEALTH & SAFETY STANDING COMMITTEE

OFFICE OF CONTRACTING AND PROCUREMENT

17.1. Santiago-Romero, reso. autho.

Contract No. 6004334 - 100% ARPA Funding – To Provide the Expansion of Subscription-Based Gunshot Detection, Location and Forensic Analysis Services. – Contractor: Shotspotter, Inc. – Location: 39300 Civic Center Suite 300, Fremont, CA 94538 – Contract Period: Upon City Council Approval through December 31, 2024 – Total Contract Amount: \$7,000,000.00. POLICE (POSTPONED FROM THE FORMAL SESSION AGENDA OF 10-4-22 AND BROUGHT BACK AS DIRECTED ON 10-11-22)

17.2. Santiago-Romero, reso. autho.

Contract No. 3056108 - 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 7244 Lane. – Contractor: DMC Consultants, Inc. – Location: 13500 Foley Street, Detroit, MI 48227 – Contract Period: Notification of Emergency through September 30, 2023 – Total Contract Amount: \$33,500.00. CITY DEMOLITION (REPORTED OUT OF THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 10-3-22)

17.3. Santiago-Romero, reso. autho.

Contract No. 3056535 - 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 14636 Littlefield. – Contractor: DMC Consultants, Inc. – Location: 13500 Foley Street, Detroit, MI 48227 – Contract Period: Notification of Emergency through September 30, 2023 – Total Contract Amount: \$26,200.00. CITY DEMOLITION (REPORTED OUT OF THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 10-3-22)

17.4. Santiago-Romero, reso. autho.

Contract No. 3059484 - 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 7764 Mansfield. – Contractor: DMC Consultants, Inc. – Location: 13500 Foley Street, Detroit, MI 48227 – Contract Period: Notification of Emergency through September 30, 2023 – Total Contract Amount: \$32,900.00. CITY DEMOLITION (REPORTED OUT OF THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 10-3-22)

17.5. Santiago-Romero, reso. autho.

Contract No. 3058422 - 100% Bond Funding – To Provide Demolition, Backfill, Grade and Site Finalization at the Property Located at, 14688 Spring Garden. – Contractor: LeadHead Construction Company, LLC – Location: 1660 Midland, Detroit, MI 48238 – Contract Period: Upon City Council Approval through September 30, 2023 – Total Contract Amount: \$21,606.39. CITY DEMOLITION (REPORTED OUT OF THE PUBLIC HEALTH AND

SAFETY STANDING COMMITTEE ON 10-3-22)

17.6. Santiago-Romero, reso. autho.

Contract No. 3058480 - 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 5626 14th Street. – Contractor: Gayanga Co. – Location: 1120 W Baltimore Suite 200, Detroit, MI 48202 – Contract Period: Notification of Emergency through September 30, 2023 – Total Contract Amount: \$36,614.00. **CITY DEMOLITION (REPORTED OUT OF THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 10-3-22)**

17.7. Santiago-Romero, reso. autho.

Contract No. 3059532 - 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 15726 Pierson. – Contractor: DMC Consultants, Inc. – Location: 13500 Foley Street, Detroit, MI 48227 – Contract Period: Notification of Emergency through September 30, 2023 – Total Contract Amount: \$32,760.00. **CITY DEMOLITION (REPORTED OUT OF THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 10-3-22)**

17.8. Santiago-Romero, reso. autho.

Contract No. 3059930 - 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 17782 Wanda. – Contractor: DMC Consultants, Inc. – Location: 13500 Foley Street, Detroit, MI 48227 – Contract Period: Notification of Emergency through September 30, 2023 – Total Contract Amount: \$33,000.00. **CITY DEMOLITION (REPORTED OUT OF THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 10-3-22)**

17.9. Santiago-Romero, reso. autho.

Contract No. 3060381 - 100% City Funding – To Provide an Emergency Demolition for the Following Residential Properties, 15724 Lliad and 15728 Lliad. – Contractor: Adamo Demolition Company – Location: 320 East Seven Mile Road, Detroit, MI 48203 – Contract Period: Notification of Emergency through September 30, 2023 – Total Contract Amount: \$35,800.00. **CITY DEMOLITION (REPORTED OUT OF THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 10-3-22)**

17.10. Santiago-Romero, reso. autho.

Contract No. 3060385 - 100% City Funding – To Provide an Emergency Demolition for the Commercial Property, 5301 Pennsylvania. – Contractor: Adamo Demolition Company – Location: 320 East Seven Mile Road, Detroit, MI 48203 – Contract Period: Notification of Emergency through September 30, 2023 – Total Contract Amount: \$42,300.00. **CITY DEMOLITION (REPORTED OUT OF THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 10-3-22)**

17.11. Santiago-Romero, reso. autho.

Contract No. 6004360 - 100% Covid Funding – To Provide Citywide Covid Staffing Services. – Contractor: Arrow Strategies, LLC – Location: 27777 Franklin, Suite 1200, Southfield, MI 48034 – Contract Period: Upon City Council Approval through June 30, 2023 – Total Contract Amount: \$656,659.73. **HEALTH (Will Apply for Reimbursement from FEMA) (REPORTED OUT OF THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 10-3-22)**

18. NEW BUSINESS

OFFICE OF CONTRACTING AND PROCUREMENT

18.1. Santiago-Romero, reso. autho.

Contract No. 3057839 - 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 19751 Conant. – Contractor: Inner City Contracting, LLC – Location: 18701 Grand River, Detroit, MI 48223 – Contract Period: Upon City Council Approval

through April 30, 2023 – Total Contract Amount: \$33,520.00. **CITY DEMOLITION (REPORTED OUT OF THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 10-10-22).**

18.2. Santiago-Romero, reso. autho.

Contract No. 3055396 - 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 5921 Begole. – Contractor: Inner City Contracting, LLC – Location: 18701 Grand River, Detroit, MI 48223 – Contract Period: Upon City Council Approval through March 31, 2023 – Total Contract Amount: \$21,750.00 **CITY DEMOLITION (REPORTED OUT OF THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 10-10-22).**

18.3. Santiago-Romero, reso. autho.

Contract No. 3055709 - 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 14900 Tacoma. – Contractor: Inner City Contracting, LLC – Location: 18701 Grand River, Detroit, MI 48223 – Contract Period: Upon City Council Approval through April 30, 2023 – Total Contract Amount: \$21,750.00 **CITY DEMOLITION (REPORTED OUT OF THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 10-10-22).**

18.4. Santiago-Romero, reso. autho.

Contract No. 3055715 - 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 3570 Springle. – Contractor: Inner City Contracting, LLC – Location: 18701 Grand River, Detroit, MI 48223 – Contract Period: Upon City Council Approval through April 30, 2023 – Total Contract Amount: \$24,500.00 **CITY DEMOLITION (REPORTED OUT OF THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 10-10-22).**

18.5. Santiago-Romero, reso. autho.

Contract No. 3057717 - 100% City Funding – To Provide an Emergency Demolition for the Following Residential Properties, 19159 Yacama Avenue, and 19167 Yacama Avenue. – Contractor: Inner City Contracting, LLC – Location: 18715 Grand River, Detroit, MI 48223 – Contract Period: Upon City Council Approval through June 30, 2023 – Total Contract Amount: \$41,900.00 **CITY DEMOLITION (REPORTED OUT OF THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 10-10-22).**

18.6. Santiago-Romero, reso. autho.

Contract No. 3057528 - 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 19409 Andover. – Contractor: Inner City Contracting, LLC – Location: 18715 Grand River, Detroit, MI 48223 – Contract Period: Upon City Council Approval through June 30, 2023 – Total Contract Amount: \$23,100.00. **CITY DEMOLITION (REPORTED OUT OF THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 10-10-22).**

18.7. Santiago-Romero, reso. autho.

Contract No. 3057429 - 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 281 Newport. – Contractor: Inner City Contracting, LLC – Location: 18715 Grand River, Detroit, MI 48223 – Contract Period: Upon City Council Approval through June 30, 2023 – Total Contract Amount: \$22,875.00. **CITY DEMOLITION (REPORTED OUT OF THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 10-10-22).**

18.8. Santiago-Romero, reso. autho.

Contract No. 3057428 - 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 4047 Grand. – Contractor: Inner City Contracting, LLC – Location: 18715 Grand River, Detroit, MI 48223 – Contract Period: Upon City Council Approval through June 30, 2023 – Total Contract Amount: \$21,638.00. **CITY DEMOLITION**

(REPORTED OUT OF THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 10-10-22).

18.9. Santiago-Romero, reso. autho.

Contract No. 3057406 - 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 8376 Kenney. – Contractor: Inner City Contracting, LLC – Location: 18715 Grand River, Detroit, MI 48223 – Contract Period: Upon City Council Approval through June 30, 2023 – Total Contract Amount: \$19,125.00. **CITY DEMOLITION (REPORTED OUT OF THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 10-10-22).**

18.10. Santiago-Romero, reso. autho.

Contract No. 3057401 - 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 447 Adeline Street. – Contractor: Inner City Contracting, LLC – Location: 18715 Grand River, Detroit, MI 48223 – Contract Period: Upon City Council Approval through June 30, 2023 – Total Contract Amount: \$19,900.00. **CITY DEMOLITION (REPORTED OUT OF THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 10-10-22).**

18.11. Santiago-Romero, reso. autho.

Contract No. 3057726 - 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 11839 Findlay Avenue. – Contractor: Inner City Contracting, LLC – Location: 18715 Grand River, Detroit, MI 48223 – Contract Period: Upon City Council Approval through June 30, 2023 – Total Contract Amount: \$20,518.00 **CITY DEMOLITION (REPORTED OUT OF THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 10-10-22).**

18.12. Santiago-Romero, reso. autho.

Contract No. 3057728 - 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 6515 Hanson Street. – Contractor: Inner City Contracting, LLC – Location: 18715 Grand River, Detroit, MI 48223 – Contract Period: Upon City Council Approval through June 30, 2023 – Total Contract Amount: \$27,995.00 **CITY DEMOLITION (REPORTED OUT OF THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 10-10-22).**

18.13. Santiago-Romero, reso. autho.

Contract No. 3057567 - 100% City Funding – To Provide an Emergency Demolition for the Following Residential Properties, 19362 Derby and 19368 Derby. – Contractor: Inner City Contracting, LLC – Location: 18701 Grand River, Detroit, MI 48223 – Contract Period: Upon City Council Approval through June 30, 2023 – Total Contract Amount: \$40,240.00. **CITY DEMOLITION (REPORTED OUT OF THE PUBLIC HEALTH SAND SAFETY STANDING COMMITTEE ON 10-10-22).**

18.14. Santiago-Romero, reso. autho.

Contract No. 3057570 - 100% City Funding – To Provide an Emergency Demolition for the Following Residential Properties, 14044 Ward and 14312 Robson. – Contractor: Inner City Contracting, LLC – Location: 18701 Grand River, Detroit, MI 48223 – Contract Period: Upon City Council Approval through June 30, 2023 – Total Contract Amount: \$37,700.00. **CITY DEMOLITION (REPORTED OUT OF THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 10-10-22).**

18.15. Santiago-Romero, reso. autho.

Contract No. 3058015 - 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 3454 Anderdon. – Contractor: Inner City Contracting, LLC – Location: 18701 Grand River, Detroit, MI 48223 – Contract Period: Upon City Council Approval through April 30, 2023 – Total Contract Amount: \$18,450.00. **CITY DEMOLITION (REPORTED OUT OF THE PUBLIC HEALTH AND SAFETY STANDING**

COMMITTEE ON 10-10-22).

18.16. **Santiago-Romero, reso. autho.**

Contract No. 6004709 - 100% City Funding – To Provide Bulk Rock Salt (Sodium Chloride) on an As Needed Basis to Various City Stockpile Locations via MiDeal Agreement No. 180000000768. – Contractor: Detroit Salt Company, LLC – Location: 12841 Sanders Street, Detroit, MI 48217 – Contract Period: Upon City Council Approval through August 31, 2023 – Total Contract Amount: \$2,824,704.22. **PUBLIC WORKS (REPORTED OUT OF THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 10-10-22)**

18.17. **Young, reso. autho.**

Contract No. 6004736 - 81% Grant (SNF) - 19% Capital Funding – To Provide Commercial Abatement and Demolition Services (Old Lenox Recreation Center). – Contractor: Salenbien Trucking and Excavating, Inc. – Location: 9217 Ann Arbor Road, Dundee, MI 48131 – Contract Period: Upon City Council Approval through September 12, 2023 – Total Contract Amount: \$142,858.63. **GENERAL SERVICES (REPORTED OUT OF THE NEIGHBORHOOD AND COMMUNITY SERVICES STANDING COMMITTEE ON 10-6-22)**

18.18. **Young, reso. autho.**

Contract No. 6004668 - 100% Major Street Funding – To Provide Inventory Services for Street Trees Throughout the City of Detroit. – Contractor: Davey Resource Group, Inc. – Location: 1500 North Mantua Street, Kent, OH 44240 – Contract Period: Upon City Council Approval through July 31, 2025 – Total Contract Amount: \$300,000.00. **GENERAL SERVICES (REPORTED OUT OF THE NEIGHBORHOOD AND COMMUNITY SERVICES STANDING COMMITTEE ON 10-6-22)**

18.19. **Young, reso. autho.**

Contract No. 6004752 - 100% Grant Funding – To Provide Mechanical Replacement for Building 110 at Historic Fort Wayne. – Contractor: Ben Washington & Sons – Location: 7116 Tireman, Detroit, MI 48204 – Contract Period: Upon City Council Approval through September 30, 2023 – Total Contract Amount: \$38,600.00. **RECREATION (REPORTED OUT OF THE NEIGHBORHOOD AND COMMUNITY SERVICES STANDING COMMITTEE ON 10-6-22)**

18.20. **Young, reso. autho.**

Contract No. 6002474 - 100% City Funding – To Provide Security Guard Services at 36th District. – Contractor: Allied Universal – Location: 1000 Town Center, Suite 2430, Southfield, MI 48075 –Contract Period: Upon City Council Approval through November 30, 2024 – Total Contract Amount: \$20,806,988.80 **GENERAL SERVICES (REPORTED OUT OF THE NEIGHBORHOOD AND COMMUNITY SERVICES STANDING COMMITTEE ON 10-6-22)**

18.21. **Young, reso. autho.**

Contract No. 6003138 - 100% City Funding – AMEND 2 – To Provide an Increase of Funds Only for Landscape Architecture, Surveying, Engineering, and Environmental Services for the Development of Public Spaces. – Contractor: Wade Trim Associates, Inc. – Location: 500 Griswold Street, Suite 2500, Detroit, MI 48226 – Contract Period: December 1, 2020 through November 30, 2023 – Contract Increase Amount: \$465,000.00 – Total Contract Amount: \$1,190,000.00. **RECREATION (REPORTED OUT OF THE NEIGHBORHOOD AND COMMUNITY SERVICES STANDING COMMITTEE ON 10-6-22)**

18.22. **Young, reso. autho.**

Contract No. 6004751 - 100% UTGO Bond Funding – To Provide Roof Replacement at Detroit Police Department Buildings A & C at 1180 Oakman Boulevard. – Contractor: MacDermott Roofing & Sheet Metal – Location: 9301 Southfield, Detroit, MI 48228 – Contract Period: Upon City Council Approval through September 30, 2023 – Total Contract

Amount: \$629,000.00. **GENERAL SERVICES (REPORTED OUT OF THE NEIGHBORHOOD AND COMMUNITY SERVICES STANDING COMMITTEE ON 10-6-22)**

18.23. **Young, reso. autho.**

Contract No. 6004737 - 100% Grant Funding – To Provide Construction Improvements to the Meade Cut Through Communities in East Neighborhood Village. – Contractor: Premier Group Associates, LC – Location: 535 Griswold, #1420, Detroit, MI 48226 – Contract Period: Upon City Council Approval through September 19, 2024 – Total Contract Amount: \$448,953.05. GENERAL SERVICES (REPORTED OUT OF THE NEIGHBORHOOD AND COMMUNITY SERVICES STANDING COMMITTEE ON 10-6-22)

LAW DEPARTMENT

18.24. **Benson, a Proposed Ordinance**

To amend Chapter 19 of the 2019 Detroit City Code, *Food*, Article II, *City License for Food Service Establishments and Vending Machines*, Division 2, *Food Service Establishments*, by adding Subdivision C, *Food Grading*; to include Section 19-2-51, *Purpose*; Section 19-2-52, *Definitions*; Section 19-2-53, *Contents of public information signs*; and Section 19-2-54, *Posting requirements, period of validity, removal prohibited*; to require the posting of the results of the most recent inspection and evaluation of licensed food service establishments by the Detroit Health Department, laid on the table July 12, 2022. **INTRODUCE (REPORTED OUT OF THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 10-10-22)**

18.25. **Benson, reso. autho.**

Setting a Public Hearing on the foregoing ordinance amendment.

OFFICE OF THE CHIEF FINANCIAL OFFICER/OFFICE OF DEVELOPMENT AND GRANTS

18.26. **Santiago-Romero, reso. autho.**

Request to Accept and Appropriate the FY 2023 Southeast Michigan Infant Vitality Grant. (The Michigan Department of Health and Human Services (MDHHS) has awarded the City of Detroit Health Department with the FY 2023 Southeast Michigan Infant Vitality Grant for a total of \$25,000.00. There is no City match requirement. The total project cost is \$25,000.00.) **(REPORTED OUT OF THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 10-10-22)**

18.27. **Santiago-Romero, reso. autho.**

Request to Accept and Appropriate the FY 2023 Childhood Lead Poisoning Prevention Program Grant. (The Michigan Department of Health and Human Services (MDHHS) has awarded the City of Detroit Health Department with the FY 2023 Childhood Lead Poisoning Prevention Program Grant for a total of \$200,000.00. There is no match requirement. The total project cost is \$200,000.00.) **(REPORTED OUT OF THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 10-10-22)**

18.28. **Santiago-Romero, reso. autho.**

Request to Accept and Appropriate the FY 2023 Oral Health Kindergarten Assessment Program Grant. (The Michigan Department of Health and Human Services (MDHHS) has awarded the City of Detroit Health Department with the FY 2023 Oral Health Kindergarten Assessment Program Grant for a total of \$95,694.00. There is no City match requirement. The total project cost is \$95,694.00.) **(REPORTED OUT OF THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 10-10-22)**

18.29. **Young, reso. autho.**

Request to Accept a donation of 2,500 Trees from the Greening of Detroit. **(The Greening of Detroit has awarded the City of Detroit General Services Department with a donation of**

2,500 trees, valued at \$2,250,000.00. This is a non-cash donation. There is no match requirement for this donation. The total project cost is \$2,250,000.00.) (REPORTED OUT OF THE NEIGHBORHOOD AND COMMUNITY SERVICES STANDING COMMITTEE ON 10-6-22)

- 18.30. **Young, reso. autho.**
Authorization to submit a grant application to the Gilbert Family Foundation for the Gilbert Family Foundation Parks Projects Gap Funding Grant. (The General Services Department is hereby requesting authorization from Detroit City Council to submit a grant application to the Gilbert Family Foundation for the Gilbert Family Foundation Parks Projects Gap Funding Grant. The amount being sought is \$675,000.00. There is no City match requirement.) (REPORTED OUT OF THE NEIGHBORHOOD AND COMMUNITY SERVICES STANDING COMMITTEE ON 10-6-22)

RESOLUTIONS

- 18.31. **Johnson, reso. autho.**
Scheduling a Closed Session for *Tuesday, October 18, 2022 at 2:00 p.m.* recommending that this Honorable Council deny the Request for Legal Representation and Indemnification of Detroit Police Officer David Metzke in the lawsuit of *Tyriq Reddic v. Anthony Smith, et al.*; Civil Action Case No. 21-016603-NZ. **ROLL CALL**
- 18.32. **Johnson, reso. autho.**
Scheduling a Closed Session for *Tuesday, October 18, 2022, at 2:20 p.m.* recommending that this Honorable Council deny the Request for Legal Representation and Indemnification of Resigned Police Officer Emily Palucki in the lawsuit of *Tyriq Reddic v. Anthony Smith, et al.*; Civil Action Case No. 21-016603-NZ **ROLL CALL**
- 18.33. **Johnson, reso. autho.**
Scheduling a Closed Session for *Tuesday, October, October 18, 2022, at 2:40 p.m.* recommending that this Honorable Council deny the Request for Legal Representation and Indemnification of sergeant Daniel Austin in the lawsuit of *Tyriq Reddic v. Anthony Smith, et al.*; Civil Action Case No. 21-016603-NZ **ROLL CALL**

19. PRESIDENT'S REPORT ON STANDING COMMITTEES AND OTHER MATTERS

20. INTERNAL OPERATIONS STANDING COMMITTEE
THE FOLLOWING ITEM(S) ARE TO BE REFERRED TO THE INTERNAL OPERATIONS STANDING COMMITTEE:

OFFICE OF CONTRACTING AND PROCUREMENT

- 20.1. **Submitting reso. autho.**
Contract No. 6004572 - 100% Capital Funding – To Provide Architectural Design, Construction and Renovations on the 11th Floor. Services include Architectural/Engineering Services, Consulting Services, Construction Services, Technology Professional Services, Technology Specialty Items Purchase and Installation, and Security Systems Coordination and Installation. – Contractor: Detroit Building Authority – Location: 1301 Third Street, Suite 328, Detroit, MI 48226 – Contract Period: Upon City Council Approval through July 12, 2025 – Total Contract Amount: \$3,000,000.00. **MAYOR’S OFFICE**

OFFICE OF INSPECTOR GENERAL

- 20.2. **Submitting report relative to**
Office of Inspector General 2022 3rd Quarter Report July 1, 2022 – September 30, 2022.

MISCELLANEOUS

- 20.3. **Council President Mary Sheffield**
Submitting memorandum requesting the Law Department to provide a resolution to proclaim

- 20.4. **Council President Mary Sheffield**
Submitting memorandum requesting Re-Appointment of District 5 Board of Review Appointee Maria Muhammad.

21. **NEIGHBORHOOD AND COMMUNITY SERVICES STANDING COMMITTEE**
THE FOLLOWING ITEM(S) ARE TO BE REFERRED TO THE NEIGHBORHOOD AND COMMUNITY SERVICES STANDING COMMITTEE:

OFFICE OF CONTRACTING AND PROCUREMENT

- 21.1. **Submitting reso. autho.**
Contract No. 6004741 - 100% City Funding – To Provide Construction Services for a Playground and Fitness Equipment at Bringard-Boulder Park. – Contractor: Michigan Recreational Construction – Location: 18631 Conant, Detroit, MI 48234 – Contract Period: Upon City Council Approval through August 28, 2023 – Total Contract Amount: \$204,500.00 **GENERAL SERVICES**

22. **PLANNING AND ECONOMIC DEVELOPMENT STANDING COMMITTEE**
THE FOLLOWING ITEM(S) ARE TO BE REFERRED TO THE PLANNING AND ECONOMIC DEVELOPMENT STANDING COMMITTEE:

OFFICE OF CONTRACTING AND PROCUREMENT

- 22.1. **Submitting reso. autho.**
Contract No. 6003096 - 100% CDBG Funding – AMEND 3 – To Provide an Extension of Time Only for Construction and Construction Management Services to the Jos Campeau Greenway. – Contractor: Economic Development Corporation of The City of Detroit – Location: 500 Griswold, Suite 2200, Detroit, MI 48226 – Contract Period: Upon City Council Approval through March 31, 2023 – Amended Contract Amount: \$0.00 Total Contract Amount: \$ 2,335,186.59 **HOUSING AND REVITALIZATION (*Previous Contract Period: October 1, 2020 through September 30, 2022*)**
- 22.2. **Submitting reso. autho.**
Contract No. 6003976 - 100% Grant Funding – AMEND 1 – To Provide an Extension of Time Only to Continue Homelessness Solution Services. – Contractor: Cass Community Social Services, Inc. – Location: 11745 Rosa Parks Street, Detroit, MI 48206 – Contract Period: Upon City Council Approval through March 31, 2023 – Amended Contract Amount: \$0.00 Total Contract Amount: \$1,745,422.48 **HOUSING AND REVITALIZATION (*Original Contract Period: July 1, 2021 through September 30, 2022*)**
- 22.3. **Submitting reso. autho.**
Contract No. 6004646 - 100% City Funding – To Provide a Residential Rehabilitation for the Property Located at 15434 Burt Road through the Bridging Neighborhoods Program. – Contractor: LeadHead Construction, LLC – Location: 1660 Midland, Detroit, MI 48238 – Contract Period: Upon City Council Approval through July 31, 2023 – Total Contract Amount: \$101,750.00. **HOUSING AND REVITALIZATION**
- 22.4. **Submitting reso. autho.**
Contract No. 6004647 - 100% City Funding – To Provide a Residential Rehabilitation for the Property Located at 13611 Glenwood through the Bridging Neighborhoods Program. – Contractor: LeadHead Construction, LLC – Location: 1660 Midland, Detroit, MI 48238 – Contract Period: Upon City Council Approval through July 31, 2023 – Total Contract Amount: \$97,900.00. **HOUSING AND REVITALIZATION**

CITY PLANNING COMMISSION

- 22.5. **Submitting report and Proposed Ordinance**

To Amend Chapter 50 of the 2019 Detroit City Code, *Zoning*, by amending Article XVII, *Zoning District Maps*, Section 50-17-19, *District Map No. 17*, to revise the zoning classification for the three parcels generally located on the east side of John R Road commonly known as 18602, 18620 and 18532 John R. Road, for the three parcels generally located on the side of East Golden Gate Avenue commonly known as 28, 36 and 38 East Golden Gate Avenue, and for the three parcels generally located on the north side of East Hildale Avenue commonly known as 25, 33 and 35 East Hildale Avenue from the M4 Intensive Industrial District zoning classification to the B4 General Business District zoning classification. **(FOR INTRODUCTION AND SETTING OF A PUBLIC HEARING?)**

HOUSING AND REVITALIZING DEPARTMENT

22.6. Submitting reso. autho.

Request for Public Hearing to Approve an Obsolete Property Rehabilitation Certificate on behalf of 81001 Jefferson, LLC in the area of 1001 E Jefferson, Detroit, Michigan, in accordance with Public Act 146 of 2000. **(Petition #2022-257)**

22.7. Submitting reso. autho.

Request for Public Hearing to Approve an Obsolete Property Rehabilitation Certificate on behalf of 8600 Pingree, LLC in the area of 600 Pingree, Detroit, Michigan, in accordance with Public Act 146 of 2000. **(Petition #2022-261)**

22.8. Submitting reso. autho.

Request for Public Hearing to Approve an Obsolete Property Rehabilitation Certificate on behalf of 88711 2nd, LLC in the area of 610 Blaine, Detroit, Michigan, in accordance with Public Act 146 of 2000. **(Petition #2022-262)**

22.9. Submitting reso. autho.

Request for Public Hearing to Approve a Commercial Rehabilitation Certificate on behalf of Detroit & Northern, LLC, in the area of 1133 Griswold Street, Detroit, Michigan, in accordance with Public Act 210 of 2005. **(Petition #2022-232)**

22.10. Submitting reso. autho.

Request for Public Hearing regarding the Approval for an Industrial Facilities Exemption Certificate on behalf of Orange Construction, LLC in the general area of 1200 Oakman, Detroit, Michigan, in accordance with Public Act 198 of 1974. **(Petition # 2022-58)**

22.11. Submitting reso. autho.

Request for Public Hearing to Approve a Commercial Rehabilitation Certificate on behalf of Butchers Real Estate, LLC , in the area of 1489 Winder Street, Detroit, Michigan, in accordance with Public Act 210 of 2005. **(Petition #2022-244)**

22.12. Submitting reso. autho.

Request for Public Hearing regarding the Approval for an Industrial Facilities Exemption Certificate on behalf of Lear Corporation in the general area of 9501 Conner St., Detroit, Michigan, in accordance with Public Act 198 of 1974. **(Petition # 1329)**

22.13. Submitting reso. autho.

FY 2022-23 BUDGET AMENDMENT TO CDBG/NOF, ESG, HOME & HOPWA. **(The Housing & Revitalization Department (HRD) hereby requests to amend the 2022-23 Community Development Block Grant/Neighborhood Opportunity Fund (CDBG/NOF), Emergency Solutions Grant (ESG), HOME Investment Partnerships (HOME) and Housing Opportunities for Persons With Aids (HOPWA) budgets to reflect the actual allocations received from the U.S. Department of Housing and Urban Development (HUD). Please see the attached spreadsheet (Schedule A) for account information relative to this amendment.)**

MISCELLANEOUS

22.14. Council Member Gabriela Santiago Romero

23. **PUBLIC HEALTH AND SAFETY STANDING COMMITTEE**

THE FOLLOWING ITEM(S) ARE TO BE REFERRED TO THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE:

OFFICE OF CONTRACTING AND PROCUREMENT

23.1. Submitting reso. autho.

Contract No. 3058305 - 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 17326 Greeley. – Contractor: SC Environmental Services, LLC – Location: 1234 Washington Boulevard, 5th Floor, Detroit, MI 48226 – Contract Period: Notification of Emergency through October 27, 2023 – Total Contract Amount: \$15,998.00 **CITY DEMOLITION**

23.2. Submitting reso. autho.

Contract No. 3059533 - 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 6451 Plainview. – Contractor: DMC Consultants, Inc. – Location: 13500 Foley Street, Detroit, MI 48227 – Contract Period: Notification of Emergency through October 27, 2023 – Total Contract Amount: \$33,000.00. **CITY DEMOLITION**

23.3. Submitting reso. autho.

Contract No. 3059818 - 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 2712 Cass. – Contractor: DMC Consultants, Inc. – Location: 13500 Foley Street, Detroit, MI 48227 – Contract Period: Notification of Emergency through October 27, 2023 – Total Contract Amount: \$34,685.00. **CITY DEMOLITION**

23.4. Submitting reso. autho.

Contract No. 3059931 - 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 182 S Gates. – Contractor: Gayanga Co. – Location: 1120 W Baltimore Suite 200, Detroit, MI 48202 – Contract Period: Notification of Emergency through October 27, 2023 – Total Contract Amount: \$28,322.00. **CITY DEMOLITION**

23.5. Submitting reso. autho.

Contract No. 3059947 - 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 4408 Rohns. – Contractor: Gayanga Co. – Location: 1120 W Baltimore Suite 200, Detroit, MI 48202 – Contract Period: Notification of Emergency through October 27, 2023 – Total Contract Amount: \$34,035.00. **CITY DEMOLITION**

23.6. Submitting reso. autho.

Contract No. 3059961 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 8100 Smart. – Contractor: Gayanga Co. – Location: 1120 W Baltimore Suite 200, Detroit, MI 48202 – Contract Period: Notification of Emergency through October 27, 2023 – Total Contract Amount: \$39,249.00. **CITY DEMOLITION**

23.7. Submitting reso. autho.

Contract No. 3059955 - 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 41 W Hollywood. – Contractor: Gayanga Co. – Location: 1120 W Baltimore Suite 200, Detroit, MI 48202 – Contract Period: Notification of Emergency through October 27, 2023 – Total Contract Amount: \$29,500.00. **CITY DEMOLITION**

23.8. Submitting reso. autho.

Contract No. 3060049 - 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 8333 W Maxwell. – Contractor: Gayanga Co. – Location: 1120 W Baltimore Suite 200, Detroit, MI 48202 – Contract Period: Notification of Emergency through October 27, 2023 – Total Contract Amount: \$34,572.00. **CITY DEMOLITION**

23.9. Submitting reso. autho.

- Contract No. 3060065** - 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 15824 Iliad. – Contractor: Gayanga Co. – Location: 1120 W Baltimore Suite 200, Detroit, MI 48202 – Contract Period: Notification of Emergency through October 27, 2023 – Total Contract Amount: \$28,402.00. **CITY DEMOLITION**
- 23.10. **Submitting reso. autho.**
Contract No. 3060066 - 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 15829 Burt Road. – Contractor: Gayanga Co. – Location: 1120 W Baltimore Suite 200, Detroit, MI 48202 – Contract Period: Notification of Emergency through October 27, 2023 – Total Contract Amount: \$27,647.00. **CITY DEMOLITION**
- 23.11. **Submitting reso. autho.**
Contract No. 3060172 - 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 9523 W Fort. – Contractor: Gayanga Co. – Location: 1120 W Baltimore Suite 200, Detroit, MI 48202 – Contract Period: Notification of Emergency through October 27, 2023 – Total Contract Amount: \$40,433.00. **CITY DEMOLITION**
- 23.12. **Submitting reso. autho.**
Contract No. 6003480 - 52% City - 48% Grant Funding – AMEND 1 – To Provide an Extension of Time and an Increase of Funds for Covid-19 Mitigation which includes Quick Clean & Sanitize of Buses at End of Line. – Contractor: Kristel Group, Inc. – Location: 136 S Rochester Road, Clawson, MI 48017 – Contract Period: Upon City Council Approval through June 30, 2023 – Contract Increase Amount: \$2,092,320.00 – Total Contract Amount: \$4,184,640.00. **TRANSPORTATION (Original Contract Period: April 21, 2021 through June 30, 2022)**
- 23.13. **Submitting reso. autho.**
Contract No. 6004689 - 100% Bond Funding – To Provide Proposal N Demolition for Release Group M2/SA. – Contractor: LeadHead Construction, LLC – Location: 1660 Midland, Detroit, MI 48238 – Contract Period: Upon City Council Approval through December 31, 2025 – Total Contract Amount: \$2,540,499.73. **CITY DEMOLITION**
- 23.14. **Submitting reso. autho.**
Contract No. 6004690 - 100% Bond Funding – To Provide Proposal N Demolition for Release Group M3. – Contractor: Adamo Demolition Company – Location: 320 East Seven Mile Road, Detroit, MI 48203 – Contract Period: Notification of Emergency through December 31, 2025 – Total Contract Amount: \$2,562,087.66. **CITY DEMOLITION**
- 23.15. **Submitting reso. autho.**
Contract No. 6004694 - 100% City Funding – To Provide Office Renovation Services to include A/E Services, Carpentry, Plumbing, Electrical, ITS Communications and Data, Furniture, Painting, and Flooring at the Detroit Public Safety Headquarters. – Contractor: Gandol, Inc. – Location: 18000 Meyers, Suite 2, Detroit, MI 48235 – Contract Period: Upon City Council Approval through July 20, 2023 – Total Contract Amount: \$1,161,072.00 **CITY DEMOLITION**
- 23.16. **Submitting reso. autho.**
Contract No. 6004778 - 100% Solid Waste Funding – To Provide Recycling Education and Technical Assistance Services to Increase Recycling Participation. – Contractor: Green Living Science – Location: 1331 Holden Street, Detroit, MI 48202 – Contract Period: Upon City Council Approval through October 18, 2023 – Total Contract Amount: \$126,000.00 **PUBLIC WORKS**
- 23.17. **Submitting reso. autho.**
Contract No. 6004786 - 100% Solid Waste Funding – To Provide Street Sweeping 18”x24” Corrugated Plastic Signs with Metal Stands. – Contractor: Accuform Printing & Graphics, Inc. – Location: 7231 Southfield Road, Detroit, MI 48228 – Contract Period: Upon City

23.18. **Submitting reso. autho.**

Please be advised that the Contract listed was submitted on July 15, 2022 for the City Council Agenda for July 19, 2022 and has been amended as follows:

Submitted as:

Contract No. 6004334 - 100% ARPA Funding – To Provide the Expansion of Subscription-Based Gunshot Detection, Location and Forensic Analysis Services. – Contractor: Shotspotter, Inc. – Location: 39300 Civic Center, Suite 300, Fremont, CA 94538 – Contract Period: Upon City Council Approval through December 31, 2024 – Total Contract Amount: \$7,000,000.00 POLICE

Should read as:

Contract No. 6004334 - 100% City Funding – To Provide the Expansion of Subscription-Based Gunshot Detection, Location and Forensic Analysis Services. – Contractor: Shotspotter, Inc. – Location: 39300 Civic Center, Suite 300, Fremont, CA 94538 – Contract Period: Upon City Council Approval through June 30, 2026 – Total Contract Amount: \$7,000,000.00. POLICE

OFFICE OF THE CHIEF FINANCIAL OFFICER/OFFICE OF DEVELOPMENT AND GRANTS

23.19. **Submitting reso. autho.**

Request to Accept an Increase in appropriation for the FY 2023 Overdose Prevention Safer Systems of Care Grant. (The Michigan Department of Health and Human Services (MDHHS) has awarded the City of Detroit Health Department for the FY 2023 Overdose Prevention Safer Systems of Care Grant, in the amount of \$183,333.00. There is no match requirement. The grant was adopted in the FY 2023 budget in the amount of \$50,000.00. The grant was awarded at a higher amount than was budgeted. We are requesting to increase appropriation 21046, in the amount of \$133,333.00, in order to reflect the total project cost of \$183,333.00.)

MISCELLANEOUS

23.20. **Council Member Santiago-Romero**

Submitting resolution Recognizing Detroit's Original Name on Indigenous People's Day.

24. **CONSENT AGENDA**

25. **MEMBER REPORTS**

26. **ADOPTION WITHOUT COMMITTEE REFERENCE**

27. **COMMUNICATIONS FROM THE CLERK**

27.1. Report on approval of proceedings by the Mayor.

28. **TESTIMONIAL RESOLUTIONS AND SPECIAL PRIVILEGE**

28.1. **Young, reso. autho.**

Testimonial Resolution for Mary Culler.



DEPARTMENTAL SUBMISSION

DEPARTMENT: [eSCRIBE Department]
FILE NUMBER: OCFO-Budget-0016

*** RE:**

Submitting report related to:

*** 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**

September 2022 Revenue Estimating Conference Report



George A. Fulton, Ph.D.

Director Emeritus
Research Professor Emeritus
Research Seminar
in Quantitative Economics (RSQE),
Department of Economics,
University of Michigan

Jay B. Rising

Chief Financial Officer
City of Detroit

Eric Bussis


Chief Economist and Director
Office of Revenue & Tax Analysis,
Michigan Department Of Treasury



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**CFO MEMORANDUM
NO. 2022-103-003**

TO: City of Detroit Revenue Estimating Conference Principals
FROM: Steven Watson, Deputy CFO / Budget Director, City of Detroit 
SUBJECT: Proposed FY 2023 – FY 2027 Revenue Estimates Pursuant to State of Michigan Public Act 279 of 1909, Section 4t(1)(d)
DATE: September 12, 2022

1. AUTHORITY

- 1.1. State of Michigan Public Act 279 of 1909 (PA 279), Section 4t(1)(d), as amended by Public Act 182 of 2014, states the City shall hold a revenue estimating conference in the second week of September and in the third week of February of each year, subject to the following:
 - 1.1.1. A conference shall establish an official economic forecast of major variables of the national, state, and local economies. A conference also shall establish a forecast of anticipated revenues of the city as the conference determines.
 - 1.1.2. The principals of a conference shall be the chief financial officer of the city, the state treasurer or his or her designee from within the department of treasury, and a person affiliated with another public entity, including a state institution of higher education, with experience in economic forecasting and revenue projection selected by the chief financial officer of the city and the state treasurer.
 - 1.1.3. The official forecast of economic and revenue variables of the conference shall be determined by consensus among the conference principals and shall be for the fiscal year in which the conference is being held and the succeeding 2 fiscal years. The conference also shall forecast general fund revenue trendline projections for the city for an additional 2 fiscal years. Conference forecasts of revenues and expenditures shall be based upon the assumption that current law and administrative procedures will remain in effect for the forecast period.
 - 1.1.4. The conference may request and shall receive from officers, departments, agencies, and authorities of the city the assistance and data needed to enable the conference to fulfill its duties.

2. OBJECTIVES

- 2.1. To provide the City of Detroit Revenue Estimating Conference principals the assistance and data needed to fulfill their duties in establishing the City's official economic and revenue forecast.
- 2.2. To satisfy the Office of Budget's ongoing revenue estimation and economic forecasting responsibilities in accordance with CFO Directive No. 2018-101-002 Comprehensive Financial Planning.

3. PURPOSE

- 3.1. To submit proposed revenue estimates to the Revenue Estimating Conference principals for their consideration.

4. SCOPE

- 4.1. This Memorandum and the attached report are intended solely to assist the Revenue Estimating Conference principals fulfill their duties pursuant to Section 4t(1)(d) of PA 279.

5. STATEMENT

- 5.1. In accordance with Section 4t(1)(d) of PA 279 and CFO Directive No. 2018-101-002, the Office of Budget prepared the attached revenue estimates for FY 2023 through FY 2027 for consideration by the principals of the City of Detroit September 2022 Revenue Estimating Conference.
- 5.2. Revenue estimates were prepared on a conservative basis to minimize the possibility that economic fluctuations could jeopardize ongoing service delivery during the fiscal year.
- 5.3. Revenue estimates were prepared in consultation with the other OCFO divisions responsible for administering their respective revenues, as well as the City Council's Legislative Policy Division and the Auditor General's Office.

City of Detroit
September 2022 Revenue Estimating Conference Report

September 12, 2022

Overview of Revenue Estimating Conference:

State of Michigan Public Act 279 of 1909, Section 117.4t(1)(d), as amended by Public Act 182 of 2014, states the City of Detroit shall hold biannual revenue estimating conferences, which shall establish the official economic forecast and forecast of anticipated revenues of the City. The City holds its Revenue Estimating Conferences in September and February of each fiscal year. The voting principals are the City's Chief Financial Officer (CFO), the State Treasurer (or designee), and a person affiliated with another public entity, including a State institution of higher education, with experience in economic forecasting and revenue projection selected by the CFO and State Treasurer. The voting principals for the September 2022 Revenue Estimating Conference are:

- Jay B. Rising, Chief Financial Officer, City of Detroit
- Eric Bussis, Chief Economist and Director, Office of Revenue and Tax Analysis, Michigan Department of Treasury (on behalf of State Treasurer Rachael Eubanks)
- George Fulton, PhD, Director Emeritus, Research Seminar in Quantitative Economics (RSQE), Department of Economics, University of Michigan

The Office of Budget, within the Office of the Chief Financial Officer (OCFO), prepared revenue estimates for consideration by the conference principals. Following their review, the principals approved the revenue estimates without modification. In preparing the revenue estimates, the Office of Budget consulted with the OCFO's Offices of the Assessor, Departmental Financial Services, and the Treasury, as well as the City Council's Legislative Policy Division and the Office of the Auditor General. The Office of Budget thanks its colleagues for their continued support and assistance throughout the revenue estimation process.

The estimates that follow include the current fiscal year (FY 2023) and the four succeeding fiscal years (FY 2024 through FY 2027). While there is a greater focus on the General Fund, the estimates also cover the City's grant, enterprise, and special revenue funds. The forecast assumes that current law and administrative procedures will remain in effect for the forecast period.

Summary of Revenue Estimates:

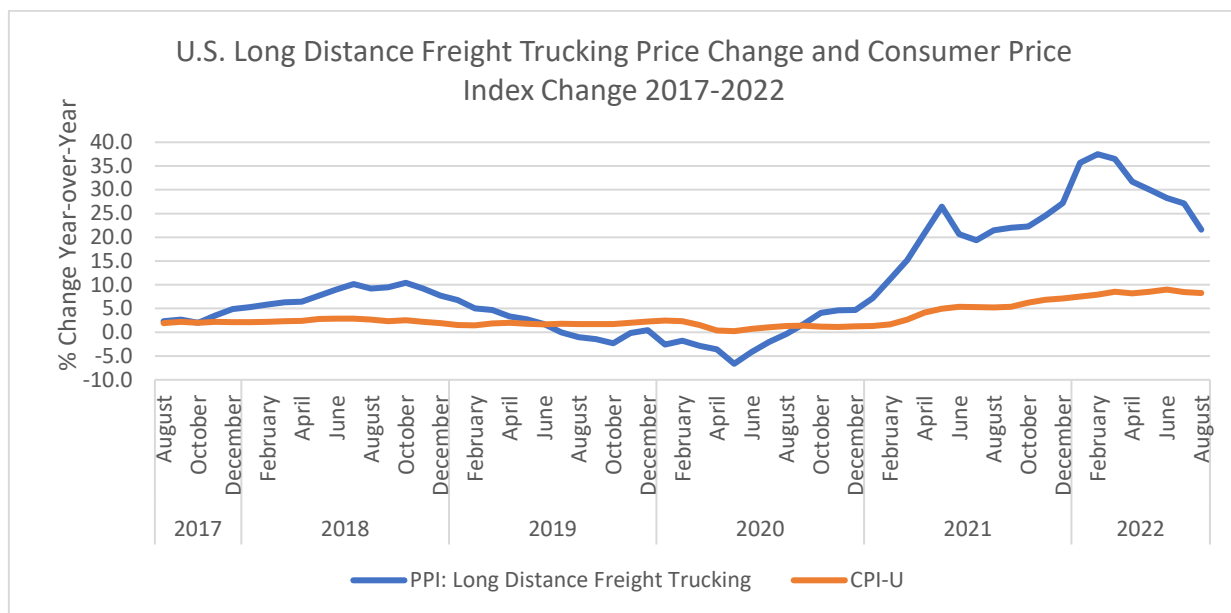
The City's revenue outlook continues to improve, thanks to the strength of our income tax and our continuing efforts driving economic opportunity and growth for Detroiters. The Revenue Conference has once again approved higher revenue estimates based on our stronger collections concluding the previous fiscal year, Detroit's continued economic growth and stability, and revenue sharing increases provided in the State Budget enacted in July. Income taxes continue to drive revenue growth in future years as well, in line with the City's economic forecast and despite an ongoing loss from nonresidents expected to continue working remotely through hybrid work models. Property tax values are also expected to drive revenue growth over the next two to three years through a combination of higher Proposal A inflation caps and a higher FY 2023 taxable value base from heightened housing market activity. All other revenues are expected to see stable but more modest growth.

General Fund recurring revenues for the recently completed FY 2022 are projected to be \$1.170 billion, up \$82.9 million (7.6%) from the previous conference estimate in February 2022. The increase is driven by stronger income tax revenues and State Revenue Sharing from sales taxes. In addition, the City is projecting nearly \$87.6 million in non-recurring revenues for FY 2022, \$37.8 million higher than expected in the February 2022 estimate. General Fund recurring revenues for FY 2023, which began July 1, are now forecasted at \$1.187 billion, an increase of \$17.8 million (1.5%) over the revised FY 2022 estimates. The projected increase is driven by property tax collections as a result of the recently active housing market and State Revenue Sharing through an increase in statutory revenues shared as set by the adopted State budget for FY 2023. The conservative General Fund revenue forecasts for FY 2024 through FY 2027 show continued, but modest, revenue growth of around 1.6% per year on average. Note that all revenue estimates exclude the use of fund balance, which may otherwise appear in the City budget.

| General Fund Revenue Estimates - Summary, FY 2023 - FY 2027 | | | | | | | | | | |
|---|-----------------|-------------------|-------------------|-------------------|----------------------------|--------------------------|-------------------|-------------------|-------------------|-------------------|
| \$ in millions | | | | | | | | | | |
| | FY 2020 | FY 2021 | FY2022 | | FY 2023 | September 2022 Estimates | | | | |
| | Actual | Actual | Feb 2022 Estimate | Projected Actual | Feb 2022 Estimate/ Adopted | FY23 Est | FY24 Est | FY25 Est | FY26 Est | FY27 Est |
| Major Taxes | | | | | | | | | | |
| Income Tax | <u>\$ 290.0</u> | <u>\$ 316.0</u> | <u>\$ 295.1</u> | <u>\$ 391.4</u> | <u>\$ 316.7</u> | <u>\$ 362.1</u> | <u>\$ 380.8</u> | <u>\$ 389.8</u> | <u>\$ 397.0</u> | <u>\$ 402.7</u> |
| Recurring Base | 293.5 | 316.0 | 286.7 | 358.2 | 316.7 | 362.1 | 380.8 | 389.8 | 397.0 | 402.7 |
| Non-recurring | (3.5) | - | 8.4 | 33.2 | - | - | - | - | - | - |
| State Revenue Sharing | <u>181.7</u> | <u>214.0</u> | <u>200.8</u> | <u>219.5</u> | <u>208.3</u> | <u>221.9</u> | <u>221.3</u> | <u>222.2</u> | <u>223.1</u> | <u>224.1</u> |
| Recurring Base | 181.7 | 205.2 | 209.6 | 214.9 | 208.3 | 220.4 | 221.3 | 222.2 | 223.1 | 224.1 |
| Non-recurring | - | 8.8 | (8.8) | 4.6 | - | 1.5 | - | - | - | - |
| Wagering Tax | <u>132.4</u> | <u>136.7</u> | <u>289.3</u> | <u>283.7</u> | <u>265.5</u> | <u>250.4</u> | <u>254.0</u> | <u>256.6</u> | <u>259.2</u> | <u>261.7</u> |
| Recurring Base | 132.4 | 136.7 | 248.8 | 243.2 | 265.5 | 250.4 | 254.0 | 256.6 | 259.2 | 261.7 |
| Non-recurring | - | - | 40.5 | 40.5 | - | - | - | - | - | - |
| Property Tax | <u>116.6</u> | <u>120.7</u> | <u>119.6</u> | <u>127.6</u> | <u>121.0</u> | <u>132.8</u> | <u>133.6</u> | <u>138.9</u> | <u>143.4</u> | <u>147.6</u> |
| Recurring Base | 116.6 | 120.7 | 116.7 | 127.6 | 121.0 | 132.8 | 133.6 | 138.9 | 143.4 | 147.6 |
| Non-recurring | - | - | 2.9 | - | - | - | - | - | - | - |
| Utility Users Tax | <u>26.9</u> | <u>31.9</u> | <u>33.3</u> | <u>39.4</u> | <u>32.3</u> | <u>32.3</u> | <u>32.5</u> | <u>32.8</u> | <u>33.0</u> | <u>33.2</u> |
| Subtotal, Major Taxes | <u>\$ 747.6</u> | <u>\$ 819.3</u> | <u>\$ 938.1</u> | <u>\$ 1,061.6</u> | <u>\$ 943.8</u> | <u>\$ 999.5</u> | <u>\$ 1,022.2</u> | <u>\$ 1,040.3</u> | <u>\$ 1,055.7</u> | <u>\$ 1,069.3</u> |
| Major Taxes (Recurring Only) | <u>\$ 751.1</u> | <u>\$ 810.5</u> | <u>\$ 895.1</u> | <u>\$ 983.3</u> | <u>\$ 943.8</u> | <u>\$ 998.0</u> | <u>\$ 1,022.2</u> | <u>\$ 1,040.3</u> | <u>\$ 1,055.7</u> | <u>\$ 1,069.3</u> |
| Other Revenues | <u>\$ 205.2</u> | <u>\$ 196.3</u> | <u>\$ 198.4</u> | <u>\$ 195.5</u> | <u>\$ 202.7</u> | <u>\$ 189.2</u> | <u>\$ 192.1</u> | <u>\$ 195.6</u> | <u>\$ 194.2</u> | <u>\$ 195.4</u> |
| Recurring | 176.4 | 169.1 | 191.6 | 186.3 | 202.7 | 189.2 | 192.1 | 193.3 | 194.2 | 195.4 |
| Non-recurring | 28.8 | 27.2 | 6.8 | 9.2 | - | - | - | 2.3 | - | - |
| Grand Total, General Fund | <u>\$ 952.8</u> | <u>\$ 1,015.6</u> | <u>\$ 1,136.5</u> | <u>\$ 1,257.1</u> | <u>\$ 1,146.5</u> | <u>\$ 1,188.7</u> | <u>\$ 1,214.3</u> | <u>\$ 1,235.9</u> | <u>\$ 1,249.9</u> | <u>\$ 1,264.7</u> |
| General Fund, Recurring Only | <u>\$ 927.5</u> | <u>\$ 979.6</u> | <u>\$ 1,086.7</u> | <u>\$ 1,169.6</u> | <u>\$ 1,146.5</u> | <u>\$ 1,187.2</u> | <u>\$ 1,214.3</u> | <u>\$ 1,233.6</u> | <u>\$ 1,249.9</u> | <u>\$ 1,264.7</u> |

Economic Conditions

Detroit finds itself in a high inflationary environment with recession chances increasing as the labor market remains strong, but tighter than ever. The US Consumer Price Index or CPI reported in August showed prices grew 8.3% year over year; 6.3% if you exclude the more volatile food and energy prices. The U.S. has not seen price growth as high since 1981¹. Energy prices, which rose and remained elevated due to lower global supply related to the Russian invasion of Ukraine, has begun to fall in the United States. Prices for food and other goods have continued to rise as systemic global supply chain issues related to the aftermath of the pandemic are still being resolved. While it is not clear how long high inflation will last, there are signs of improvement. The Producer Price Index (PPI) measures the change in the cost of services charged by sellers of goods and services. A component of the index, the price for long distance general freight trucking in the U.S., has shown slowing year-over-year growth since it's peak in February 2022². This alludes to price growth for goods shipped by truck slowing in the short term. Based on data over the past five years, freight trucking prices in the PPI index could serve as a leading indicator for the CPI index.



Source: Bureau of Labor Statistics, Producer Price Index by Industry: General Freight Trucking, Long Distance Truckload; Consumer Price Index for Urban Consumers

In terms of policy intervention to combat high inflation, central banks have taken the lead through a combination of interest rate increases and reductions of their nations' money supply. The combination of these actions is referred to as "quantitative tightening" the opposite of the quantitative easing we have seen as a monetary policy response to the Great Recession in 2008 and the "COVID Recession" in 2020. The U.S. central bank, the Federal Reserve, has indicated that they will increase federal funds rate up to 3.4% by the end of 2022³ and would gradually taking the money supply down

¹ U.S. Bureau of Labor Statistics, Consumer Price Index for Urban Consumers (CPI-U)

² U.S. Bureau of Labor Statistics, Producer Price Index by Industry: General Freight Trucking, Long Distance Truckload

³ Federal Reserve Board of Governors, June Summary of Economic Projections

from the elevated levels we saw in late 2020 and 2021⁴. The goal of quantitative tightening policies like these is to slow demand down to a level where supply can keep up, which would slow down prices changes. The Federal Reserve began implementing quantitative tightening policies in June of this year and will take some time until we see the policy to begin impacting interest rates.

Locally, we've seen the impact of inflation on food prices, prices on retail goods, and gas prices but it has not yet caused any material shifts in the overall labor market. Employment levels have remained stable with slight growth through 2022 and unemployment rates have stayed relatively low, approaching pre-pandemic lows⁵. In payroll data we have seen strong wage growth over the past 12 months but not enough keep up with increasing prices. The economic pain from inflation has certainly been felt by resident and non-resident workers alike.

Economic Risks

As mentioned earlier, recession risks have been increasing as high inflation persists and corrective policy continues. Specifically, recession risks exist from potential supply-side shocks or a potential demand-side shock. The supply-side shocks are related to supply chain disruptions. COVID-related shutdowns in Asia during 2021 and early 2022 were responsible for amplifying the supply chain issues that drove inflation upwards, particularly with semiconductor chips⁶. The Russian embargo in response to their invasion of Ukraine was the one large shock that disrupted energy markets and the supply of oil and natural gas. Geopolitical shocks like these are unpredictable and do not have a set duration and would cause economic conditions to worsen to the point that would tip the U.S economy into a recession. The longer that these existing shocks last, like the war in Ukraine, the higher the likelihood that the prices for all goods and the consumer behavior driven by these changes entrench and cause permanent, long-term shifts in national economic growth trajectory.

Demand-side risks of inflation are mostly policy driven. The quantitative tightening policy that Federal Reserve has adopted to slow inflation does so by slowing demand. If demand slows too much, or misses a "soft landing", then the U.S. economy would be pushed into recession. The primary mechanism that could create this outcome is the setting of the federal funds rate. In short, the federal funds rate is a base interest rate that all other interest rates are built from. As the federal funds rate increases, the cost of borrowing money increases. The federal funds rate affects everything from mortgages and credit cards to commercial loans and lines of credit. If the cost of using those products increase, then consumers, developers, and investors are more likely to delay commercial investments, purchases on homes and cars, or change spending patterns to accommodate those large purchases. Delayed purchase and investment decisions would then slow the demand for goods to where supply can meet the new level of demand. Too many delayed purchase and investment decisions could then negatively impact labor market and cause economic activity to shrink. The chance of increasing the federal funds rate to the extent where economic activity shrinks rely on how quickly the Federal Reserve can receive and digest economic data to adjust their policy appropriately. Economic conditions, especially around inflation, have been changing rapidly where a decision made on data from prior months has become increasingly difficult where the ideal "soft landing" is now the less likely scenario. Still, as experienced from the last recession caused by monetary policy in 1992, a recession caused by monetary policy over-tightening would most likely be mild and short.

⁴ Federal Reserve Board of Governors, FOMC Communications Related to Policy Normalization

⁵ U.S. Bureau of Labor Statistics, Local Area Unemployment Statistics

⁶ Power and Beyond. (September, 2022) *Global Chip Shortage in 2022 – Updates in June*

Thinking about long-term risks specific to Detroit, supply-side and demand-side shocks would impact the auto industry, as it gets more expensive to buy a car either because of the price of the car or the cost to borrow money to purchase the car. The finance industry would be more sensitive to a demand-side shock from monetary policy as loan activity slows due the higher cost of debt. Because both industries have a significant presence in Detroit, impacts could be more acute than other places in Michigan. Economic development activity could also slow due to tightening monetary policy as debt needed to initiate development projects become more expensive. COVID-19 is still not so far removed from economic decision-making that it could no longer be perceived as a risk. Social distancing adaptations such as remote work and widespread use of online commerce and events have become more common and accepted as new norms. We continue to monitor data revenue and economic data to better identify the new normal and to understand any new risks that come with new post-pandemic norms and trends.

Current Year General Fund Revenue Estimates:

As shown in the summary table on page 2, recurring General Fund revenue is now projected at \$1,187.2 million in FY 2023. The updated FY 2023 estimates have been increased by \$40.7 million, representing a 3.5% gain from the FY 2023 Adopted Budget. The increase is primarily driven by stronger income tax collections and the inclusion of receipts from tax compliance collections on prior year income taxes owed by individuals, contributing \$45.4 million of the \$40.7 upward revision. Wagering tax collections and parking related revenues were revised downward due to activity recovering slower than expected. Gains from increased State Revenue Sharing dollars and higher property tax collections from higher taxable property values generally offset those downward revisions.

Compared to FY 2022 projected actuals, recurring FY 2023 revenues are expected to increase overall by \$17.6 million (1.5%). This change is mainly attributable to \$5.5 million in State Revenue Sharing, \$5.2 million in higher property tax collections. Steady growth in both income tax collections (\$4.9 million) and wagering tax collections (\$7.2 million) offset the expected decrease of -\$7.1 million from the normalization of utility users' tax collections. Recurring Other Revenues are forecasted to increase \$2.9 million over the FY 2022 projected actuals. This change is mainly driven by growth in the Casino Municipal Service Fees and parking fees and fines, although the growth is slower than the forecast in February 2022.

Non-recurring revenues of \$87.6 million are also projected in the FY 2022 September 2022 forecast. These revenues include \$33.2 million in large corporate and partnership tax payments and \$40.5 million wagering tax hold harmless payment from the State based on the City's FY 2021 wagering tax losses. Per the Lawful Internet Gaming Act, the State must pay the City from its internet gaming revenue an amount sufficient to ensure the City receives at least \$183 million across all wagering taxes, subject to other limitations. The City received this substantial onetime revenue in October 2021. The City does not forecast future payments of this type because forecasted wagering tax revenue exceeds the \$183 million hold harmless floor.

Summary of Major Taxes:

As shown in the summary table below, the projected actuals for the General Fund major revenues are \$1.062 billion in FY 2022, up \$123.5 million (13.2%) compared to the February 2022 estimates. The largest increase is in income tax, \$96.3 million. Income tax continues to lead revenue growth in future years, reaching \$402.7 million by FY 2027 out of total major revenues of \$1.069 billion. Please see the sections below for additional details on the major revenues forecast:

| General Fund Major Revenue Estimates - Detail, FY 2023 - FY 2027 | | | | | | | | | | |
|--|----------------|----------|-------------------|------------------|--------------------------|----------|------------|------------|------------|------------|
| | \$ in millions | | | | | | | | | |
| | FY 2020 | FY 2021 | FY 2022 | FY 2023 | September 2022 Estimates | | | | | |
| | Actual | Actual | Feb 2022 Estimate | Projected Actual | Adopted Budget | FY23 Est | FY24 Est | FY25 Est | FY26 Est | FY27 Est |
| Major Taxes | | | | | | | | | | |
| Income Tax | \$ 290.0 | \$ 316.0 | \$ 295.1 | \$ 391.4 | \$ 316.7 | \$ 362.1 | \$ 380.8 | \$ 389.8 | \$ 397.0 | \$ 402.7 |
| Withholding | 282.8 | 280.5 | 292.3 | 306.5 | 311.4 | 323.5 | 336.2 | 346.8 | 355.4 | 362.2 |
| Individual Returns | 35.3 | 33.5 | 34.9 | 23.7 | 37.2 | 25.0 | 26.0 | 26.8 | 27.5 | 28.0 |
| Corporate | 25.8 | 32.6 | 34.0 | 39.4 | 36.2 | 42.0 | 44.2 | 44.2 | 44.2 | 44.2 |
| Partnership | 6.7 | 5.3 | 5.4 | 9.0 | 5.6 | 9.2 | 9.4 | 9.4 | 9.4 | 9.4 |
| Tax Compliance/Offset Program ¹ | 3.0 | 45.3 | - | 36.0 | - | 32.4 | 32.4 | 32.4 | 32.4 | 32.4 |
| Recurring Refunds | (36.6) | (26.7) | (26.7) | (21.0) | (28.5) | (33.2) | (35.0) | (36.2) | (37.2) | (38.0) |
| Nonresident Remote Work Refunds | (23.5) | (54.5) | (53.2) | (35.4) | (45.2) | (36.8) | (32.4) | (33.6) | (34.7) | (35.5) |
| Non-Recurring | (3.5) | - | 8.4 | 33.2 | - | - | - | - | - | - |
| State Revenue Sharing | 181.7 | 214.0 | 200.8 | 219.5 | 208.3 | 221.9 | 221.3 | 222.2 | 223.1 | 224.1 |
| Statutory | 120.2 | 144.3 | 147.2 | 147.2 | 147.2 | 154.5 | 154.5 | 154.5 | 154.5 | 154.5 |
| Constitutional | 61.5 | 60.9 | 62.4 | 67.7 | 61.1 | 65.9 | 66.8 | 67.7 | 68.6 | 69.6 |
| Non-Recurring | - | 8.8 | (8.8) | 4.6 | - | 1.5 | - | - | - | - |
| Wagering Tax | 132.4 | 136.7 | 289.3 | 283.7 | 265.5 | 250.4 | 254.0 | 256.6 | 259.2 | 261.7 |
| Onsite Traditional Gaming | 110.5 | 101.0 | 153.7 | 141.5 | 161.4 | 142.5 | 144.4 | 145.8 | 147.3 | 148.7 |
| Internet Gaming | - | 20.8 | 51.5 | 58.9 | 52.1 | 61.2 | 61.9 | 62.5 | 63.1 | 63.8 |
| Sports Betting | - | 2.4 | 5.1 | 4.6 | 5.8 | 5.6 | 5.8 | 5.9 | 6.0 | 6.0 |
| Percentage Payment - Retail | 21.9 | 9.6 | 24.4 | 23.3 | 31.1 | 23.7 | 24.2 | 24.5 | 24.7 | 24.9 |
| Percentage Payment - Internet | - | 2.9 | 14.1 | 14.9 | 15.1 | 17.4 | 17.7 | 17.9 | 18.1 | 18.3 |
| Non-Recurring | - | - | 40.5 | 40.5 | - | - | - | - | - | - |
| Property Tax | 130.9 | 136.3 | 135.3 | 142.7 | 136.5 | 150.8 | 152.9 | 158.9 | 163.9 | 168.7 |
| Tax Increment Financing Capture | (14.3) | (15.6) | (15.7) | (15.1) | (15.5) | (18.0) | (19.3) | (20.0) | (20.5) | (21.1) |
| Net Property Tax | 116.6 | 120.7 | 119.6 | 127.6 | 121.0 | 132.8 | 133.6 | 138.9 | 143.4 | 147.6 |
| Current | 85.7 | 90.9 | 89.4 | 94.7 | 94.2 | 97.4 | 98.4 | 102.5 | 106.0 | 109.4 |
| Delinquent ² | 28.0 | 26.7 | 24.0 | 29.5 | 23.4 | 31.9 | 31.5 | 32.6 | 33.5 | 34.2 |
| Special Acts | 2.9 | 3.1 | 3.3 | 3.4 | 3.4 | 3.5 | 3.7 | 3.8 | 3.9 | 4.0 |
| Non-Recurring | - | - | 2.9 | - | - | - | - | - | - | - |
| Net Utility Users Tax | 26.9 | 31.9 | 33.3 | 39.4 | 32.3 | 32.3 | 32.5 | 32.8 | 33.0 | 33.2 |
| Utility Users Tax | 39.4 | 44.4 | 45.8 | 51.9 | 44.8 | 44.8 | 45.0 | 45.3 | 45.5 | 45.7 |
| To Public Lighting Authority | (12.5) | (12.5) | (12.5) | (12.5) | (12.5) | (12.5) | (12.5) | (12.5) | (12.5) | (12.5) |
| Total, Major Taxes | \$ 747.6 | \$ 819.3 | \$ 938.1 | \$ 1,061.6 | \$ 943.8 | \$ 999.5 | \$ 1,022.2 | \$ 1,040.3 | \$ 1,055.7 | \$ 1,069.3 |

Notes:

(1) Tax Compliance/Offsets were categorized as one-time in past forecasts but are now categorized as recurring revenue.

(2) Monthly delinquent tax payments were categorized as one-time in past forecasts but are now categorized as recurring revenue.

Summary of Economic Drivers:

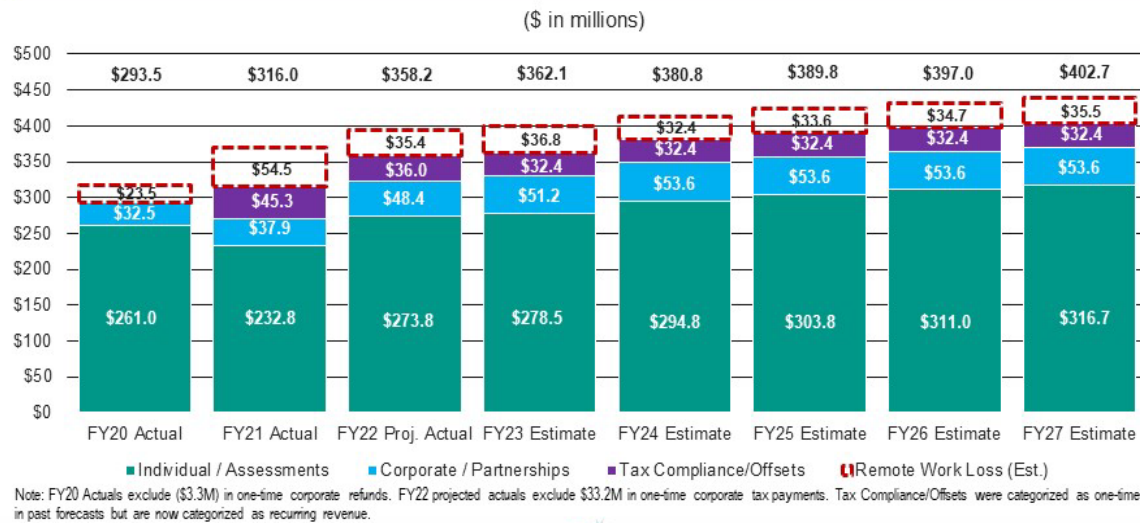
| Major Revenue | Economic Input | FY 2023 | FY 2024 | FY 2025 | FY 2026 | FY 2027 |
|------------------------------|---|---------------------|---------|---------|---------|---------|
| Municipal Income Tax | Resident Employment Growth ¹ | 1.8% | 1.2% | 0.7% | 0.4% | 0.0% |
| | Nonresident Employment Growth ¹ | 3.7% | 1.8% | 1.0% | 0.6% | 0.2% |
| | Resident Wage Growth ² | 1.6% | 1.6% | 1.7% | 1.4% | 1.4% |
| | Nonresident Wage Growth ² | 4.5% | 3.4% | 3.0% | 2.5% | 2.4% |
| | Corporate Income Growth ⁴ | 6.6% | 5.3% | 0.0% | 0.0% | 0.0% |
| | Partnership Income Growth | 3.3% | 2.2% | 0.0% | 0.0% | 0.0% |
| Property Tax | U.S. Consumer Price Index for All Urban Consumers (U.S. CPI-U) ³ | 3.3% | 7.4% | 3.6% | 2.7% | 2.7% |
| State Revenue Sharing | Sales Tax Forecast ⁴ | -2.7% | 1.4% | 1.4% | 1.4% | 1.4% |
| | City/State Population Ratio ⁵ | 6.4% | 6.4% | 6.4% | 6.4% | 6.4% |
| Wagering Tax | Onsite Gaming Adjusted Gross Receipt (AGR) Growth Rate ⁶ | 0.7% | 1.3% | 1.0% | 1.0% | 1.0% |
| | Onsite Sports Betting AGR Growth Rate | 23.7% | 4.6% | 1.0% | 1.0% | 1.0% |
| | Internet Gaming AGR Growth Rate ⁷ | 3.9% | 1.0% | 1.0% | 1.0% | 1.0% |
| | Internet Sports Betting AGR Growth Rate ⁷ | 22.2% | 4.2% | 1.0% | 1.0% | 1.0% |
| Utility Users Tax | Net UUT Growth Rate | -13.7% ⁸ | 0.5% | 0.5% | 0.5% | 0.5% |

Sources:

- (1) U.S. Census Bureau and Local Area Unemployment Statistics
- (2) Quarterly Census of Employment and Wages
- (3) FY 2023 uses the average annual US CPI-U for 2021 set by the State Tax Commission, FY 2024 uses the average annual US CPI-U for 2022 as reported from the U.S. Bureau of Labor Statistics, FY 2025-2027 uses the 2023-2025 US CPI-U consensus forecast from the Survey of Professional Forecasters. Taxable value growth cannot exceed 5% per Proposal A limits.
- (4) State of Michigan January 2022 Consensus Revenue Estimating Conference
- (5) U.S. Census Bureau, 2020 Decennial Census Redistricting Data
- (6) Michigan Gaming Control Board
- (7) FY22 being the first full year of collections, there is a large increase over FY21. Tax structure, assumed seasonal adjustments, and growth rates applied on a calendar basis creates divergence from onsite activity in the forecast.
- (8) FY 2022 was adjusted upwards to account for elevated energy prices per U.S. Energy Information Administration Winter Fuels Outlook, October 2021. This decrease is the total net UUT returning to the baseline for FY 2023 – FY 2027.

Municipal Income Tax:

Recurring Income Tax with Remote Work Loss



In accordance with the City Income Tax Act (Public Act 284 of 1964, as amended), the City levies a municipal income tax, with certain exemptions such as unemployment benefits. The current tax rates are 2.4% for residents, 1.2% for nonresidents, and 2.0% for corporations, which are the maximum allowed by State law. Nonresidents taxes only apply to work performed within the City's boundaries. The primary drivers behind income tax revenue are resident employment levels, nonresident employment levels, and wages. The base year employment estimates are tied to observed local area employment data, and employment growth rates for each employment category are projected independently. Wage growth is projected using observed regional and local wage data and is assumed to be uniform for each employment category.

The FY 2023 estimate represents a 1.1% increase compared to FY 2022 projected actuals. The FY 2023 forecast anticipates a \$36.8 million revenue loss from nonresidents working remotely, slightly above from the estimated \$35.4 million revenue loss in FY 2022. The forecast assumes on average 24% of nonresidents will work remotely through FY 2023 and 20% through the remainder of the forecast. The derived rate for FY 2022 projected actuals was 28%. Such remote work is assumed to be nontaxable, and subject to either an adjustment in withholding or a future tax refund. Of course, not all nonresident employment can be conducted remotely (e.g., health care, manufacturing, construction, leisure and hospitality). The red dotted line boxes in the graph above illustrate the expected remote work losses in the forecast.

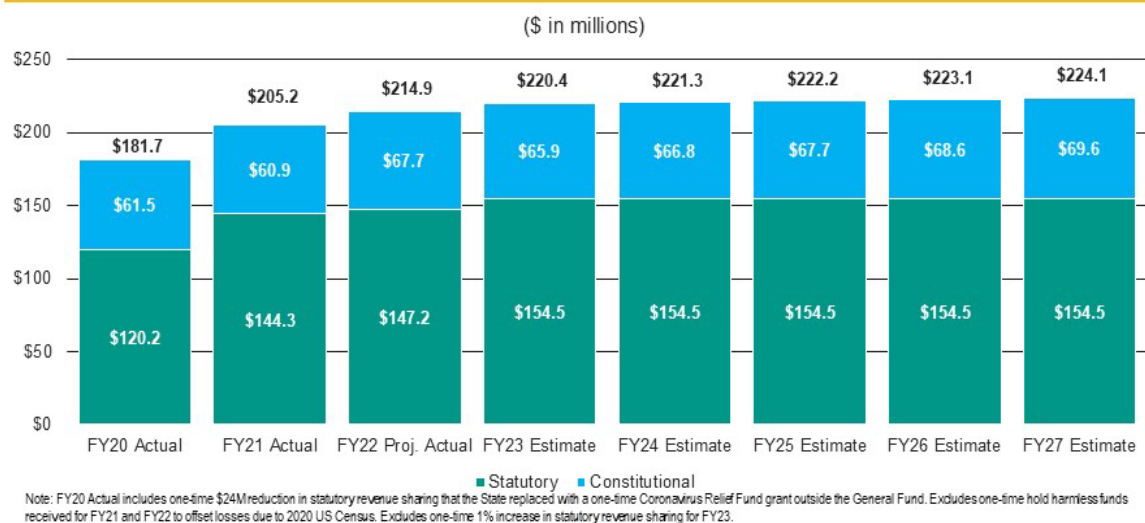
In FY 2021, City Treasury began a large-scale tax compliance program in partnership with the State of Michigan to collect income taxes owed to the City not otherwise collected from withholding or individual tax payments. In this program, a delinquent taxpayer is identified through a process where the primary address that the taxpayer used when filing State returns are matched with City tax filings

to verify that all taxes due are paid. If there are outstanding taxes owed, collections efforts are initiated. The majority of collection on these income taxes come from income tax refund offsets, where a refund owed to a taxpayer from federal and/or state income taxes is used to pay off income taxes owed to the City. The tax compliance program collected \$45.3 million in FY 2021 and was treated as non-recurring revenue in the February 2022 forecast until more information was received. \$36 million was collected through the program in FY 2022 and through communications with the State, it was determined that collections were likely to continue at a similar magnitude. In the FY23 – FY27 forecast, we hedged against potentially lower collections by estimating that 90% of FY 2022 collections were likely to continue in through the forecast period.

Corporate income tax revenue is expected to increase by 6.6% in FY 2023 and recover another 5.3% in FY 2024. To hedge against volatility, the forecast assumes that corporate tax revenue will remain flat from FY 2024–27. The forecast does not include potential upside from new development projects or compliance efforts on current year taxes. Income tax activity that has been identified as non-recurring is not included in the forecast base.

State Revenue Sharing:

Recurring State Revenue Sharing



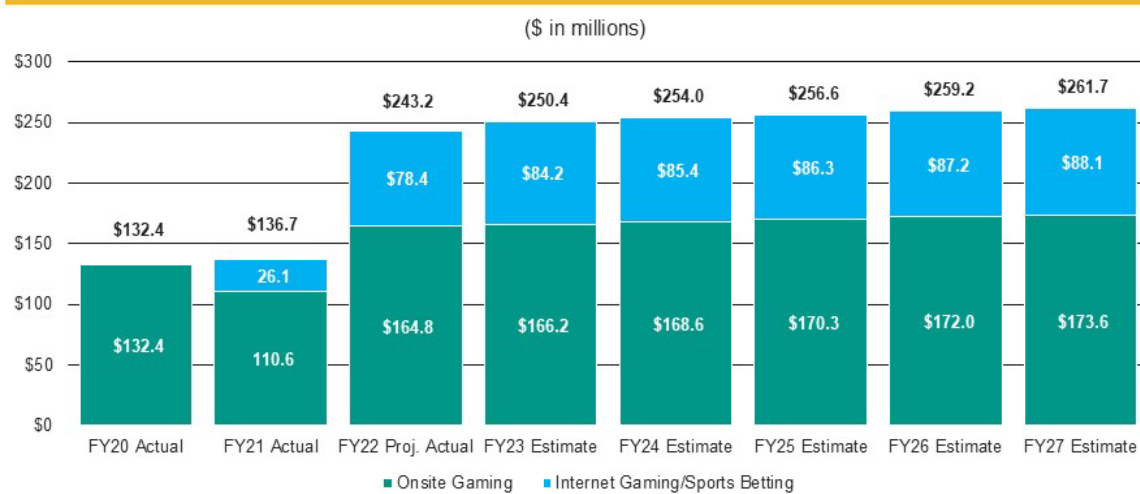
Revenue sharing payments from the State come from two components: constitutional and statutory. The State Constitution of 1963, Article IX, Section 10, as amended, requires constitutional revenue sharing payments to municipalities based on 15% of the 4% portion of Michigan's sales tax collections. The State allocates amounts to municipalities based on population as of the last decennial Census. Statutory revenue sharing payments have an underlying formula distribution. For the past several years statutory allocations have instead been determined annually in the State budget as a percentage change from the prior year allocation.

The forecast assumes growth in the constitutional share based on the State's January 2022 Consensus Revenue Estimating Conference. The forecast uses the reported 2020 Census results to estimate Detroit's share of constitutional revenue sharing. Under current state law, the City is also subject to recoupment in FY 2022 for the difference in the reported 2020 Census versus the 2010 Census, going back to FY 2021. Instead of the recoupment to adjust the constitutional revenue sharing payment to reflect the new population ratio, Detroit was allowed to keep the revenue sharing payments it had received before the population ratio was set. These are represented as non-recurring "hold harmless" funds, where \$8.8 million was kept in FY 2021 and \$4.6 million was kept in FY 2022, totaling to \$13.4M in non-recurring activity.

For statutory revenue sharing, the FY 2023 budget includes a \$7.3 million (5%) ongoing increase and \$1.5 million (1%) one-time increase that discontinues in FY 2024. Proposed budget actions will not be counted in the forecast until they are formally adopted.

Wagering Tax:

Recurring Wagering Tax



Note: FY22 excludes \$40.5M one-time FY21 hold harmless payment from State.

In accordance with the Michigan Gaming Control and Revenue Act (Initiated Law 1 of 1996, as amended) and associated development agreements, a tax on adjusted gross receipts (AGR) is applied to the three casinos operating in Detroit. The current City wagering tax rate is 11.9% (10.9% in State law, plus 1% pursuant to the casinos' development agreements with the City). The casinos also pay the City a supplemental 1% tax if their gross receipts exceed \$400 million in a calendar year. The City also assesses a municipal service fee from each casino of 1.25% of adjusted gross receipts or \$4 million, whichever is greater (included separately in the "Other Revenues" category).

In late 2019, the State enacted the Lawful Internet Gaming Act (Public Act 152 of 2019), the Lawful Internet Sports Betting Act (Public Act 149 of 2019), and amendments to the Michigan Gaming Control and Revenue Act. Only internet gaming and sports betting conducted within Michigan's borders is authorized. Only the current Detroit and tribal casinos are eligible licensees. On-site sports betting at casinos began in March 2020. The State launched internet gaming and sports betting in late January 2021.

Internet gaming conducted by the Detroit casinos is taxed at a graduated rate on their adjusted gross receipts received each calendar year as outlined below. The City receives 30% of this tax revenue.

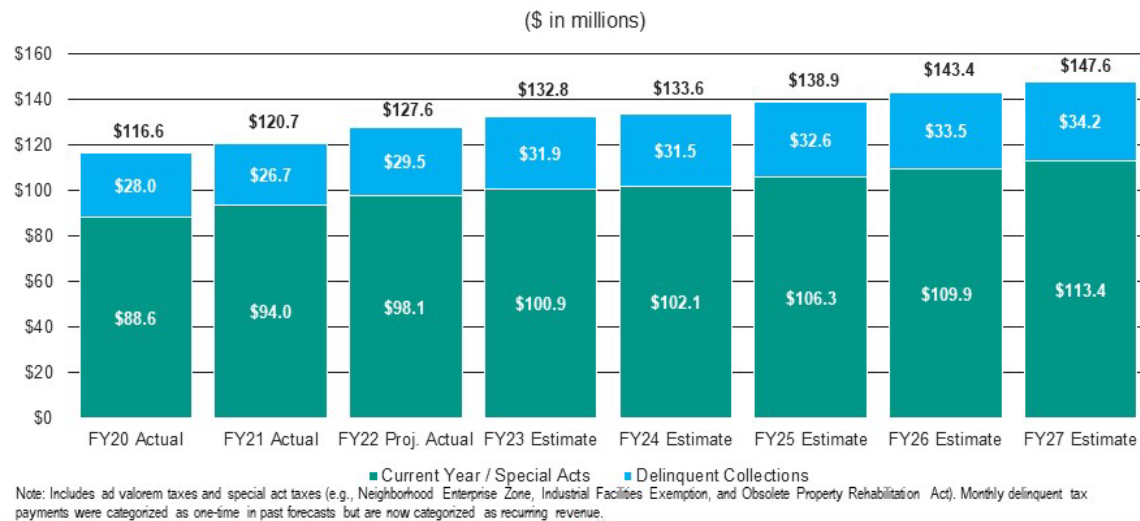
- a) For adjusted gross receipts less than \$4,000,000, a tax of 20%.
- b) For adjusted gross receipts of \$4,000,000 or more but less than \$8,000,000, a tax of 22%.
- c) For adjusted gross receipts of \$8,000,000 or more but less than \$10,000,000, a tax of 24%.
- d) For adjusted gross receipts of \$10,000,000 or more but less than \$12,000,000, a tax of 26%.
- e) For adjusted gross receipts of \$12,000,000 or more, 28%.

Internet sports betting conducted by the Detroit casinos is taxed at a rate of 8.4% on their adjusted gross sports betting receipts. The City receives 30% of this tax revenue. Retail sports betting conducted on-site at the Detroit casinos is taxed at a rate of 8.4% on their qualified adjusted gross receipts. The City receives 55% of this tax revenue. In addition to the new taxes outlined above, internet gaming and sports betting conducted by the Detroit casinos are also subject to the existing development agreement taxes (up to 2% of AGR) and municipal service fees (1.25% of AGR) that apply to on-site gaming.

Retail gaming revenue is growing but not as quickly as forecasted in the February 2022 Revenue Estimating Conference. The FY 2022 total displayed (\$243.2 million) does not include a one-time payment that was part of the hold harmless agreement. There has been strong online activity with internet gaming numbers coming in above forecasted values for each casino in the last five months (March 2022-July 2022). The forecast assumes internet gaming and sports betting will follow a 1% growth trend. In addition to the growth in base taxes for internet gaming and sports betting, the forecast includes the casinos' development agreement payments based on these activities.

Property Tax:

Recurring Property Tax

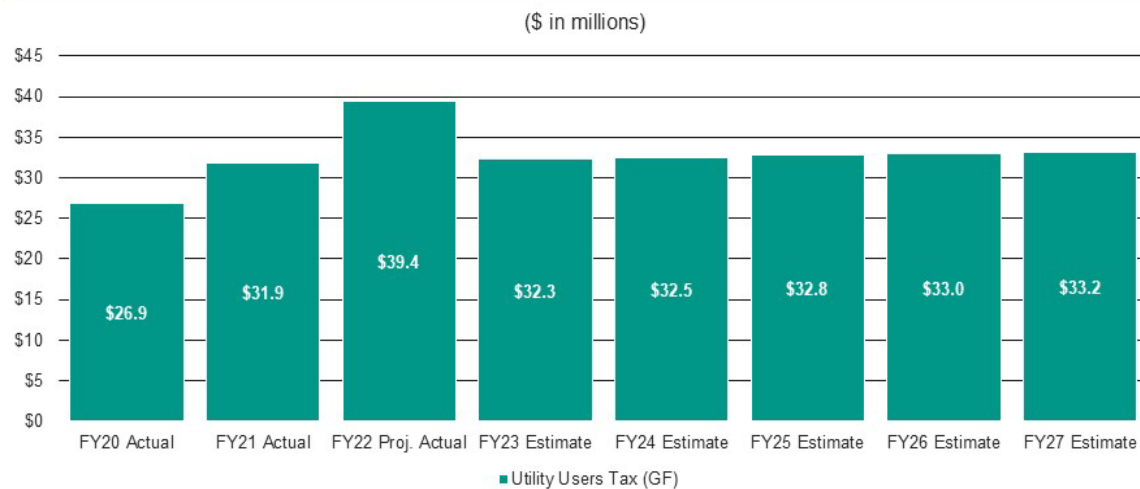


In accordance with the General Property Tax Act (Public Act 206 of 1893, as amended), the City levies taxes on real and personal property. Collections consist of current year taxes, delinquent taxes, and related auction proceeds. The City currently levies 19.952 mills for general operating purposes. However, the millage rate and taxable values are subject to various abatements and exemptions. The actual General Fund collections and revenue estimates are net of captured tax increment financing distributions. The amounts include ad valorem property tax revenue and Special Act property tax revenues from Neighborhood Enterprise Zones, Industrial Facilities Tax, and Obsolete Property Rehabilitation Act parcels.

The primary driver for growth during the forecast period is a lagged inflation rate determined by the State Tax Commission (US Consumer Price Index for Urban Consumers lagged by one year) applied to the reported tax year 2022 base, which is defined as the cap for growth in taxable value under the State constitution (Proposal A). This growth is partly offset by the State-mandated phase-out of industrial personal property taxes through FY 2024. The FY 2022 collection rate of 85.1% is held constant throughout the forecast period. Other components, such as payments from Wayne County for delinquent real property tax collections and revenue capture by TIF authorities, are also factored into the forecast based on current and historical observations. Delinquent monthly settlement payments were treated as non-recurring in the February 2022 forecast but has been added back in as a recurring revenue stream held constant through the forecast at \$7.2 million, similar to collections in FY 2022. Auction proceeds of \$0.9 million were received from auctions limited to industrial, commercial, and unoccupied residential parcels. Full auction coverage is expected to return in FY 2023 where we project to receive proceeds of \$2 million, which is the pre-pandemic average. The forecast does not include prospective gains from additions to the tax base or the “uncapping” of taxable value.

Utility Users Tax:

Utility Users Tax



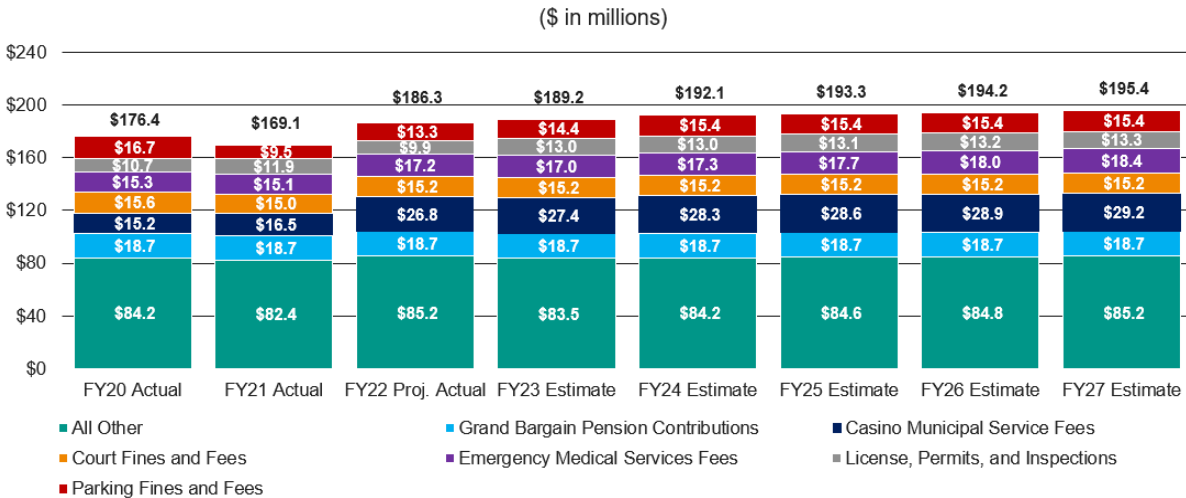
Note: Utility Users Tax for the General Fund is net of annual \$12.5M dedicated to Public Lighting Authority debt service.

In accordance with the City Utility Users Tax Act (Public Act 100 of 1990, as amended), the City levies a 5% tax on consumption of electricity, gas, steam, and telephone services. Annual changes in the revenue forecast are largely based on the average growth rate in household units that is consistent with prior-year trends. Last revenue conference, a forecast adjustment was made to the winter months in FY 2022 (December 2021-March 2022) to incorporate the new price expectations from the Michigan Energy Information Association. Energy prices are not expected to remain at their heightened level in future years, so the forecast adjustment does not affect FY 2023-2026. The estimated revenues shown in the graph are net of \$12.5 million disbursed annually to the Public Lighting Authority (PLA).

The total Utility User's Tax revenue for FY 2022 is stronger than we expected in February. We believe this is due to a spike in natural gas prices caused by the supply chain constraints and the conflict overseas. These high prices are not expected to continue in the future years in our forecast and returns to normal levels in FY 2023. From there, the long-term growth rate resumes. This decision was based on the Energy Information Administration's September Short Term Energy Outlook (STEO) which predicts a fall in natural gas prices in FY 2023 along with declines in consumption.

Other Departmental General Fund Revenue:

Recurring Other Revenues (General Fund)



Note: Recurring revenues exclude one-time items like asset sales and bond proceeds.

The Other Revenue category includes various non-major revenues mostly administered by individual departments related to their operations and services. The graph above shows the largest categories of these revenues. The FY 2023 estimates grow slightly over the FY 2022 projected actuals, driven by an \$1.1 million increase in casino municipal service fees, which grow in kind with wagering taxes. The estimates also assume that parking fees and fines gradually recover, reaching near pre-pandemic levels by FY 2027. The forecast excludes non-recurring items, such as asset sales.

Non-General Fund Revenues:

September 2022 Revenue Estimates, Non-General Fund

\$ in thousands

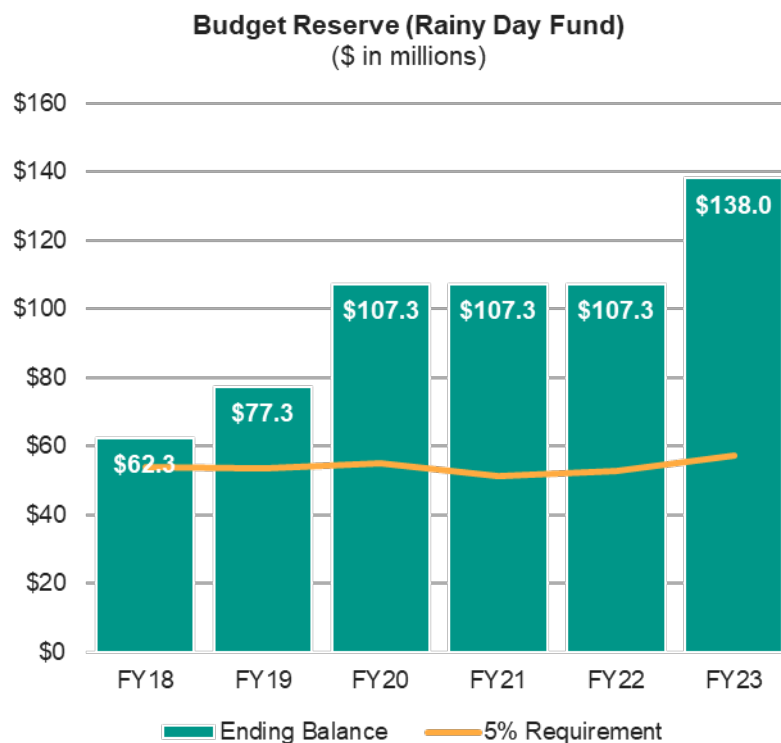
| | FY23 Est | FY24 Est | FY25 Est | FY26 Est | FY27 Est |
|---|--------------------|--------------------|--------------------|--------------------|--------------------|
| Non-General Fund | | | | | |
| Civil Rights, Inclusion and Opportunity Fund | 3,060 | 3,121 | 3,184 | 3,248 | 3,313 |
| Community Development Block Grant | 33,753 | 34,428 | 35,117 | 35,819 | 36,535 |
| Construction Code Fund | 27,530 | 28,080 | 28,642 | 29,215 | 29,799 |
| Dedicated Fees and Donations Fund | 9,716 | 9,897 | 10,084 | 10,273 | 10,466 |
| Drug Law Enforcement Fund | 1,188 | 1,211 | 1,236 | 1,260 | 1,284 |
| Elections Voter's Education Donations | 3 | 3 | 3 | 3 | 3 |
| Fire Grants Fund | 1,850 | 1,887 | 1,925 | 1,964 | 2,004 |
| Health Grants Fund | 29,905 | 30,503 | 31,113 | 31,736 | 32,371 |
| Homeland Security Grants Fund | 755 | 770 | 785 | 801 | 817 |
| Library | 29,404 | 29,828 | 30,501 | 31,189 | 31,893 |
| Major Street | 105,553 | 107,716 | 110,129 | 112,457 | 114,834 |
| Mayor's Office Grants Fund | 178 | 182 | 185 | 189 | 193 |
| Police Grants Fund | 6,407 | 6,531 | 6,657 | 6,786 | 6,917 |
| Public Act 48 of 2002 Fund | 3,121 | 3,184 | 3,247 | 3,312 | 3,378 |
| Public Lighting Decommissioning Reserve Fund | 1,096 | 331 | 338 | 344 | 350 |
| Recreation/General Services Grants Fund | 1,400 | 1,428 | 1,457 | 1,486 | 1,516 |
| Sinking Interest & Redemption | 59,749 | 55,006 | 46,684 | 41,436 | 36,778 |
| Solid Waste Management | 49,396 | 49,596 | 49,896 | 50,096 | 50,297 |
| Special Housing Rehab Programs | 9,889 | 10,086 | 10,288 | 10,494 | 10,704 |
| Urban Development Action and Discretionary Grants | 2,859 | 2,916 | 2,974 | 3,034 | 3,095 |
| Enterprise Fund | | | | | |
| Airport Operation and Maintenance | 516 | 526 | 537 | 548 | 559 |
| Detroit Water and Sewerage Department | 629,133 | 641,716 | 654,550 | 667,641 | 680,994 |
| Transportation | 67,349 | 72,581 | 76,141 | 78,244 | 79,391 |
| Total, Non-General Fund Revenue | \$1,073,810 | \$1,091,527 | \$1,105,673 | \$1,121,575 | \$1,137,493 |

Non-General Fund revenues include enterprise, grant and special revenue funds. Major examples include water and sewer bills, bus fares, solid waste fees, intergovernmental aid for roads and transit, and other restricted revenues. Note that amounts above exclude General Fund contributions, interfund transfers, and the use of fund balance. The Major Street Fund receives most of its revenue from gas and weigh tax distributions from the State. The forecast has been adjusted based on the reported 2020 Census results, which impact the distribution formula. The Sinking Interest & Redemption Fund represents the City's debt millage, which raises property tax revenue sufficient to pay debt service on voter-approved bonds. The Solid Waste Management Fund includes the annual \$240 solid waste fee seen on the summer property tax bill, which supports residential curbside garbage collection. The Transportation enterprise fund is for the Detroit Department of Transportation (DDOT). It includes bus fares, State formula aid for bus operations, and transit capital grants.

Budget Reserve:

State of Michigan Public Act 279 of 1909, Sections 117.4t(1)(b)(vi) and 117.4t(1)(c)(vi), as amended by Public Act 182 of 2014, states the City's annual four-year financial plan shall include and comply with the following requirements:

- Measures to assure adequate reserves for mandated and other essential programs and activities in the event of an overestimation of revenue, an underestimation of expenditures, or both.
- Include a general reserve fund for each fiscal year to cover potential reductions in projected revenues or increases in projected expenditures equal to no less than 5% of the projected expenditures for the fiscal year.



As of June 30, 2021, the City's Budget Reserve (or "Rainy Day fund") totaled \$107.3 million, which exceeded the minimum requirement of 5% of the projected expenditures. Prior to the pandemic, the City proactively increased its Rainy Day Fund to approximately 10% of expenditures to hedge against a future recession. After the pandemic struck, the FY 2021 Adopted Budget assumed the City would need to draw down \$50 million to help address COVID-19 revenue shortfalls, while still keeping the balance above 5%. Due to stronger revenue performance in FY 2021, the FY 2021 drawdown was ultimately not needed, so the Rainy Day Fund was maintained at \$107.3 million. An additional \$30.7 million was contributed in the FY 2023 budget bringing the total budget reserve to \$138 million, approximately 12% of expenditures.

Revenue Risk and Potential Upside:

Downside risks:

- Slower casino growth than expected
- High inflation lasting longer than anticipated
- Larger than anticipated impact from Federal Reserve monetary policy
- Larger than anticipated nonresident remote work impact
- Longer lasting changes in economic activity due to workplace and firm/consumer behavior changes
- Future state and federal budget pressures causing reductions in local funding

Potential Upside:

- Residential, commercial, and industrial development activity throughout the City
- Workforce development and labor force participation gains
- Ongoing improvements in income tax audit and enforcement;
- State-shared excise tax from adult-use marijuana (implementation pending)
- Additional state and federal funding, economic stimulus, and infrastructure investment



DEPARTMENTAL SUBMISSION

DEPARTMENT: Law
FILE NUMBER: Law-1551

*** RE:**

Submitting reso. autho. Lashelle Lowe-Breckenridge vs City of Detroit

*** SUMMARY:**

File No. 14961, W17-00235, CM, A34000, and in the amount of **\$71,293.22**, in full payment for any and all claims which Lashelle Lowe-Breckenridge may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained.

*** RECOMMENDATION:**

RESOLVED, that the Finance Director be and is authorized and directed to draw a warrant upon the proper fund in favor **Lashelle Lowe-Breckenridge and her attorney, Allan Studenberg**, in the sum of **\$71,293.22** in full payment of any and all claims which they may have against the City of Detroit by reason of any injuries or occupational diseases and their resultant disabilities incurred or sustained as the result of her past employment with the City of Detroit

*** DEPARTMENTAL CONTACT:**

Name: Christina Thompson
Position: Records Manager

***=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 23, 2022

HONORABLE CITY COUNCIL

**RE: LASHELLE LOWE-BRECKENRIDGE vs CITY OF DETROIT
MUNICIPAL PARKING DEPARTMENT
FILE 14961 (CM)**

We have reviewed the above-captioned lawsuit, the facts and particulars of which are set forth in a confidential attorney-client privileged memorandum that is being separately hand delivered to each member of your Honorable Body. From this review, it is our considered opinion that a settlement in the amount of **SEVENTY-ONE THOUSAND TWO HUNDRED AND NINETY-THREE DOLLARS AND 22 CENTS (\$71,293.22)** is in the best interests of the City of Detroit.

We, therefore, request authorization to settle this matter in the amount of **SEVENTY-ONE THOUSAND TWO HUNDRED AND NINETY-THREE DOLLARS AND 22 CENTS (\$71,293.22)** and that your Honorable Body authorize and direct the Finance Director to issue a draft in that amount payable to **Lashelle Lowe-Breckenridge and her attorney, Allan Studenberg**, to be delivered upon receipt of properly executed releases and order of dismissal in Workers Compensation Claim #14961, approved by the Law Department.

Respectfully submitted,
/s/ Charles Manion
Charles Manion, Supervising
Assistant Corporation Counsel

CM/gs

Attachment(s) \

cc: Budget Department

APPROVED: September 26, 2022

By: **/s/ Charles N. Raimi**

CHARLES N. RAIMI
Deputy Corporation Counsel



RESOLUTION

BY COUNCILMEMBER: _____

RESOLVED, that settlement of the above matter be and hereby is authorized in the amount of **SEVENTY-ONE THOUSAND TWO HUNDRED AND NINETY-THREE DOLLARS AND 22 CENTS (\$71,293.22)**; and be it further

RESOLVED, that the Finance Director be and is authorized and directed to draw a warrant upon the proper fund in favor **Lashelle Lowe-Breckenridge and her attorney, Allan Studenberg**, in the sum of **SEVENTY-ONE THOUSAND TWO HUNDRED AND NINETYTHREE DOLLARS AND 22 CENTS (\$71,293.22)** in full payment of any and all claims which they may have against the City of Detroit by reason of any injuries or occupational diseases and their resultant disabilities incurred or sustained as the result of her past employment with the City of Detroit and that said amount be paid upon presentation by the Law Department of a redemption order approved by the Workers Compensation Department of the State of Michigan.

APPROVED: September 26, 2022

By: **/s/ Charles N. Raimi**

CHARLES N. RAIMI
Deputy Corporation Counsel



DEPARTMENTAL SUBMISSION

DEPARTMENT: Law
FILE NUMBER: Law-1557

*** RE:**

Submitting reso. autho. Rescission and Correction of Settlement Lawsuit of Anairion Adkins-Lewis v. City of Detroit

*** SUMMARY:**

File 15006, W19-00055, (PSB), A20000, in the amount of **(\$57,500)** in full payment for any and all claims which Anairion Adkins-Lewis may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained

*** RECOMMENDATION:**

Resolved that the resolution regarding Anairion Adkins-Lewis approved on September 20, 2022, is hereby Rescinded; and be it further Resolved that the Finance Director be and is hereby authorized and directed to draw a warrant upon the proper account in favor of Anairion Adkins-Lewis, and her attorney, Steven L. Hirsch, in the sum of **(\$57,500)** in full payment of any and all claims which they may have against the City of Detroit by reason of any injuries or occupational diseases and their resultant disabilities incurred or sustained as the result of her past employment with the City of Detroit

*** DEPARTMENTAL CONTACT:**

Name: Christina Thompson
Position: Records Manager

***=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 29, 2022

HONORABLE CITY COUNCIL

**RE: ANAIRION ADKINS-LEWIS vs CITY OF DETROIT
DEPARTMENT OF TRANSPORTATION
FILE 15006 (PSB)**

On September 20, 2022, your Honorable Body adopted a resolution authorizing payment of \$57,500.00 to settle the workers compensation claim of Anarian Adkins-Lewis. However, Ms. Adkins-Lewis' first name was printed incorrectly ("Anarian"). The correct spelling of Ms. Adkins-Lewis' first name is **Anairion**.

We, therefore, request that your Honorable Body rescind the resolution of "Anarian Adkins-Lewis, and we further request that you authorize the settlement of this workers' compensation claim for the amount of **FIFTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$57,500.00)**, and that your Honorable Body authorize and direct the Finance Director to issue a draft in that amount payable to **Anairion Adkins-Lewis and her attorney Steven L. Hirsch**, in Workers Compensation Claim #15006 approved by the Law Department.

Respectfully submitted,

/s/ Phillip Brown

Phillip S. Brown

Senior Assistant Corporation Counsel

PSB/gs

Attachment(s)

cc: Budget Department

APPROVED: September 30, 2022

/s/ Charles N. Raimi

CHARLES N. RAIMI

Deputy Corporation Counsel

RESOLUTION

BY COUNCILMEMBER: _____

RESOLVED, that the resolution regarding **Anairion Adkins-Lewis** approved on September 20, 2022 is hereby Rescinded; and be it further

RESOLVED, that settlement of the matter of Anairion Adkins-Lewis be and is hereby authorized in the amount of **FIFTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$ 57,500.00)**; and be it further

RESOLVED, that the Finance Director be and is hereby authorized to draw a warrant upon the proper fund in favor of **Anairion Adkins-Lewis, and her attorney, Steven L. Hirsch**, in the sum of **FIFTY SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$57,500.00)** in full payment of any and all claims which they may have against the City of Detroit by reason of any injuries or occupational diseases and their resultant disabilities incurred or sustained as the result of her past employment with the City of Detroit and that said amount be paid upon presentation by the Law Department of a redemption order approved by the Workers Compensation Department of the State of Michigan.

APPROVED: September 30, 2022

/s/ Charles N. Raimi

CHARLES N. RAIMI
Deputy Corporation Counsel



DEPARTMENTAL SUBMISSION

DEPARTMENT: Law
FILE NUMBER: Law-1558

*** RE:**

Submitting reso. autho. Settlement lawsuit of Glenies Gray et al v City of Detroit et al

*** SUMMARY:**

Case No. 20-006482-NI, File No. L20-00182 (GBP), Department of Transportation, in the amount of **\$70,000.00** in full payment for any and all claims which Glenies Gray may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained

*** RECOMMENDATION:**

RESOLVED, that the Finance Director be and is hereby authorized and directed to draw a warrant upon the proper account in favor of Glenies Gray and **Her Attorney**, THE KAJY LAW FIRM, in the amount of **\$70,000.00** in full payment for any and all claims which Glenies Gray may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about April 26, 2019, and otherwise set forth in Case No. 20-006482-NI, that said amount be paid upon receipt of properly executed Releases, Stipulation and Order of Dismissal entered in Lawsuit No. 20-006482-NI and, where deemed necessary by the Law Department a properly executed Medicare/CMS Final Demand Letter.

*** DEPARTMENTAL CONTACT:**

Name: Lisa Szwast
Position: Legal Assistant

***=REQUIRED**



LAW DEPARTMENT

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Detroit, Michigan 48226-3437

Phone 313•224•4550
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www.detroitmi.gov

September 30, 2022

HONORABLE CITY COUNCIL

RE: **Glenies Gray, et al v. City of Detroit, et al**
Case No: 20-006482-NI
File No: L20-00182(GBP)

We have reviewed the above-captioned lawsuit, the facts and particulars of which are set forth in a confidential memorandum that is being separately hand-delivered to each member of Your Honorable Body. From this review, it is our considered opinion that a settlement in the amount of **SEVENTY THOUSAND Dollars and ^{NO}/Cents (\$70,000.00)** is in the best interest of the City of Detroit.

We, therefore, request authorization to settle this matter in the amount of **SEVENTY THOUSAND Dollars and ^{NO}/Cents (\$70,000.00)** and that Your Honorable Body direct the Finance Director to issue a draft in that amount payable to Glenies Gray and **Her Attorney, THE KAJY LAW FIRM**, to be delivered upon receipt of properly executed Releases and Stipulation and Order of Dismissal entered in Lawsuit No. 20-006482-NI, approved by the Law Department.

Respectfully submitted,
Gregory B. Paddison
Senior Assistant Corporation Counsel

APPROVED:
Conrad Mallett
Corporation Counsel

BY: /s/Patrick Cunningham
Patrick Cunningham
Supervising Assistant Corporation Counsel

Attachments

R E S O L U T I O N

BY COUNCIL MEMBER _____:

RESOLVED, that settlement of the above matter be and is hereby authorized in the amount of **SEVENTY THOUSAND Dollars and ^{NO}/Cents (\$70,000.00)**; and be it further

RESOLVED, that the Finance Director be and is hereby authorized and directed to draw a warrant upon the proper account in favor of Glenies Gray and **Her Attorney**, THE KAJY LAW FIRM, in the amount of **SEVENTY THOUSAND Dollars and ^{NO}/Cents (\$70,000.00)** in full payment for any and all claims which Glenies Gray may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about April 26, 2019, and otherwise set forth in Case No. 20-006482-NI, that said amount be paid upon receipt of properly executed Releases, Stipulation and Order of Dismissal entered in Lawsuit No. 20-006482-NI and, where deemed necessary by the Law Department a properly executed Medicare/CMS Final Demand Letter.

APPROVED:
Conrad Mallett
Corporation Counsel

BY: /s/Patrick Cunningham
Patrick Cunningham
Supervising Assistant Corporation Counsel

Approved by City Council: _____

Approved by the Mayor: _____



DEPARTMENTAL SUBMISSION

DEPARTMENT: Law
FILE NUMBER: Law-1562

*** RE:**

Submitting reso. autho. Settlement of lawsuit Charles Matter vs City of Detroit

*** SUMMARY:**

File No. 15081, W21-00194, CM, A24000, and in the amount of **\$88,400.00** in full payment for any and all claims which Charles Matter may have against the City of Detroit

*** RECOMMENDATION:**

RESOLVED, that the Finance Director be and is authorized and directed to draw a warrant upon the proper fund in favor **Charles Matter and his attorney, Barry D. Adler**, in the sum of **\$88,400.00** in full payment of any and all claims which they may have against the City of Detroit by reason of any injuries or occupational diseases and their resultant disabilities incurred or sustained as the result of his past employment with the City of Detroit and that said amount be paid upon presentation by the Law Department of a redemption order approved by the Workers Compensation Department of the State of Michigan.

*** DEPARTMENTAL CONTACT:**

Name: Christina Thompson
Position: Records Manager

***=REQUIRED**



September 30, 2022

HONORABLE CITY COUNCIL

**RE: CHARLES MATTER vs CITY OF DETROIT
FIRE DEPARTMENT
FILE 15081 (CM)**

We have reviewed the above-captioned lawsuit, the facts and particulars of which are set forth in a confidential attorney-client privileged memorandum that is being separately hand delivered to each member of your Honorable Body. From this review, it is our considered opinion that a settlement in the amount of **EIGHTY-EIGHT THOUSAND FOUR HUNDRED DOLLARS (\$88,400.00)** is in the best interests of the City of Detroit.

We, therefore, request authorization to settle this matter in the amount of **EIGHTY-EIGHT THOUSAND FOUR HUNDRED DOLLARS (\$88,400.00)** and that your Honorable Body authorize and direct the Finance Director to issue a draft in that amount payable to **Charles Matter and his attorney, Barry D. Adler**, to be delivered upon receipt of properly executed releases and order of dismissal in Workers Compensation Claim #15081, approved by the Law Department.

Respectfully submitted,

/s/ Charles Manion

Charles Manion, Supervising
Assistant Corporation Counsel

CM/gs

Attachment(s)

cc: Budget Department

APPROVED: October 3, 2022

By: **/s/ Charles N. Raimi**

CHARLES N. RAIMI
Deputy Corporation Counsel

RESOLUTION

BY COUNCILMEMBER: _____

RESOLVED, that settlement of the above matter be and hereby is authorized in the amount of **EIGHTY-EIGHT THOUSAND FOUR HUNDRED DOLLARS (\$88,400.00)**; and be it further

RESOLVED, that the Finance Director be and is authorized and directed to draw a warrant upon the proper fund in favor **Charles Matter and his attorney, Barry D. Adler**, in the sum of **EIGHTY-EIGHT THOUSAND FOUR HUNDRED DOLLARS (\$88,400.00)** in full payment of any and all claims which they may have against the City of Detroit by reason of any injuries or occupational diseases and their resultant disabilities incurred or sustained as the result of his past employment with the City of Detroit and that said amount be paid upon presentation by the Law Department of a redemption order approved by the Workers Compensation Department of the State of Michigan.

APPROVED: October 3, 2022

By: /s/ **Charles N. Raimi**

CHARLES N. RAIMI
Deputy Corporation Counsel



DEPARTMENTAL SUBMISSION

DEPARTMENT: Law
FILE NUMBER: Law-1559

*** RE:**

Submitting reso. autho.Settlement in lawsuit of Quinn Jenkins and Anita Jenkins v City of Detroit

*** SUMMARY:**

Case No. 20-008604-NF, File No. L20-00448 (YRB) A20000 (Department of Transportation) in the total amount of **\$27,500.00** in full payment for any and all PIP claims which the Estate of Quinn Raymar Jenkins and Anita Jenkins, individually, may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about October 31, 2019

*** RECOMMENDATION:**

RESOLVED, that the Finance Director be and is hereby authorized and directed to draw warrants upon the proper account in favor of **ANITA JENKINS, PERSONAL REPRESENTATIVE FOR THE ESTATE OF QUINN RAYMAR JENKINS**, Decedent, and **ITS** attorneys, **GROVE AND ASSOCIATES, P.C.** in the amount of **\$12,500.00**, and **ANITA JENKINS** and **HER** attorneys, **GROVE AND ASSOCIATES, P.C.** in the amount of **\$15,000.00**, in full payment for any and all PIP claims which the Estate of Quinn Raymar Jenkins and Anita Jenkins, individually, may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about October 31, 2019, and otherwise set forth in Case No. 20-008604-NF, that said amount be paid upon receipt of properly executed Releases, Stipulation and Order of Dismissal entered in Lawsuit No. 20-008604-NF, and, where deemed necessary by the Law Department a properly executed Medicare/CMS Final Demand Letter.

*** DEPARTMENTAL CONTACT:**

Name: Andrea D'Agostino Keenan
Position: Paralegal

***=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

August 29, 2022

HONORABLE CITY COUNCIL

RE: Quinn Jenkins and Anita Jenkins v City of Detroit
Case No: 20-008604-NF
File No: L20-00448 (YRB)

We have reviewed the above-captioned lawsuit, the facts and particulars of which are set forth in a confidential memorandum that is being separately hand-delivered to each member of Your Honorable Body. From this review, it is our considered opinion that a settlement of the PIP claims in the amount of **TWENTY SEVEN THOUSAND FIVE HUNDRED DOLLARS AND NO/CENTS (\$27,500.00)** is in the best interest of the City of Detroit.

We, therefore, request authorization to settle the PIP matter in the amount of **TWENTY SEVEN THOUSAND FIVE HUNDRED DOLLARS AND NO/CENTS (\$27,500.00)** and that Your Honorable Body direct the Finance Director to issue drafts in the amount of **TWELVE THOUSAND FIVE HUNDRED DOLLARS AND NO/CENTS (\$12,500.00)** payable to **ANITA JENKINS, PERSONAL REPRESENTATIVE FOR THE ESTATE OF QUINN RAYMAR JENKINS**, Decedent, and **ITS** attorneys, **GROVE AND ASSOCIATES, P.C.**, and **FIFTEEN THOUSAND DOLLARS AND NO/CENTS (\$15,000.00)** payable to **ANITA JENKINS** and **HER** attorneys, **GROVE AND ASSOCIATES, P.C.**, to be delivered upon receipt of properly executed Releases and a Stipulation and Order of Dismissal entered in Lawsuit No. 20-008604-NF, approved by the Law Department.

Respectfully submitted,
Yvonne Bradley
/s/ Yvonne Bradley
Supervisor Assistant Corporation Counsel

APPROVED:
CONRAD MALLET
Corporation Counsel

BY: /s/Jerry L. Ashford
Jerry L. Ashford
Chief of Litigation

Attachments

R E S O L U T I O N

BY COUNCIL MEMBER _____:

RESOLVED, that settlement of the above PIP matter be and is hereby authorized in the amount of **TWENTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS AND NO/CENTS (\$27,500.00)**; and be it further

RESOLVED, that the Finance Director be and is hereby authorized and directed to draw warrants upon the proper account in favor of **ANITA JENKINS, PERSONAL REPRESENTATIVE FOR THE ESTATE OF QUINN RAYMAR JENKINS**, Decedent, and **ITS** attorneys, **GROVE AND ASSOCIATES, P.C.** in the amount of **TWELVE THOUSAND FIVE HUNDRED DOLLARS AND NO/CENTS (\$12,500.00)**, and **ANITA JENKINS** and **HER** attorneys, **GROVE AND ASSOCIATES, P.C.** in the amount of **FIFTEEN THOUSAND DOLLARS AND NO/CENTS (\$15,000.00)**, in full payment for any and all PIP claims which the Estate of Quinn Raymar Jenkins and Anita Jenkins, individually, may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about October 31, 2019, and otherwise set forth in Case No. 20-008604-NF, that said amount be paid upon receipt of properly executed Releases, Stipulation and Order of Dismissal entered in Lawsuit No. 20-008604-NF and, where deemed necessary by the Law Department a properly executed Medicare/CMS Final Demand Letter.

APPROVED:
CONRAD MALLETT
Corporation Counsel

BY: /s/Jerry L. Ashford
Jerry L. Ashford
Chief of Litigation

Approved by City Council: _____

Approved by the Mayor: _____



DEPARTMENTAL SUBMISSION

DEPARTMENT: Law
FILE NUMBER: Law-1563

*** RE:**

Submitting reso. autho. Settlement in Lawsuit of Michigan Comprehensive Spine and Rehab (James Leddell) v City of Detroit

*** SUMMARY:**

Case Number: 20-016017-NF File Number: L21-00018 (MBC) A20000 (DDOT) in the amount of **(\$6,320.00)** in full payment for any and all claims which **MICHIGAN COMPREHENSIVE SPINE & REHAB** may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about **November 25, 2019**

*** RECOMMENDATION:**

RESOLVED, that settlement of the above matter be and is hereby authorized in the amount of **(\$6,320.00)**; and be it further

RESOLVED, that the Finance Director be and is hereby authorized and directed to draw a warrant upon the proper account in favor of **MICHIGAN COMPREHENSIVE SPINE & REHAB (JAMES LEDDELL) and THEIR attorney, PHILLIP A. JAFFE**, in the amount of **(\$6,320.00)** in full payment for any and all claims which Michigan Comprehensive Spine & Rehab may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about **November 25, 2019**, and otherwise set forth in Case No.20-016017-NF, that said amount be paid upon receipt of properly executed Releases, Stipulation and Order of Dismissal entered in Lawsuit No.20-016017-NF.

*** DEPARTMENTAL CONTACT:**

Name: Deanna Denby
Position: Paralegal

***=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 29, 2022

HONORABLE CITY COUNCIL

RE: MICHIGAN COMPREHENSIVE SPINE & REHAB (JAMES LEDDELL) V CITY OF DETROIT

CASE NO: 20-016017-NF

FILE NO: L21-00018 (MBC)

We have reviewed the above-captioned lawsuit, the facts and particulars of which are set forth in a confidential memorandum that is being separately hand-delivered to each member of Your Honorable Body. From this review, it is our considered opinion that a settlement in the amount of **SIX THOUSAND THREE HUNDRED TWENTY DOLLARS and ^{NO}/Cents (\$6,320.00)** is in the best interest of the City of Detroit.

We, therefore, request authorization to settle this matter in the amount of **SIX THOUSAND THREE HUNDRED TWENTY DOLLARS and ^{NO}/Cents (\$6,320.00)** and that Your Honorable Body direct the Finance Director to issue a draft in that amount payable to **MICHIGAN COMPREHENSIVE SPINE & REHAB (JAMES LEDDELL) and THEIR attorney, PHILLIP A. JAFFE** to be delivered upon receipt of properly executed Releases and Stipulation and Order of Dismissal entered in Lawsuit No. 20-016017-NF, approved by the Law Department.

Respectfully submitted,

Mary Beth Cobbs

Mary Beth Cobbs

Assistant Corporation Counsel

APPROVED:

CONRAD MALLETT

Corporation Counsel

BY: /s/ Patrick Cunningham

Patrick Cunningham

Supervising Assistant Corporation Counsel

Attachments

R E S O L U T I O N

BY COUNCIL MEMBER _____:

RESOLVED, that settlement of the above matter be and is hereby authorized in the amount of **SIX THOUSAND THREE HUNDRED TWENTY DOLLARS and ^{NO}/Cents (\$6,320.00);** and be it further

RESOLVED, that the Finance Director be and is hereby authorized and directed to draw a warrant upon the proper account in favor of **MICHIGAN COMPREHENSIVE SPINE & REHAB(JAMES LEDDELL) and THEIR attorney, PHILLIP A. JAFFE**, in the amount of **SIX THOUSAND THREE HUNDRED TWENTY DOLLARS and ^{NO}/Cents (\$6,320.00)** in full payment for any and all claims which Michigan Comprehensive Spine & Rehab may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about **November 25, 2019**, and otherwise set forth in Case No.20-016017-NF, that said amount be paid upon receipt of properly executed Releases, Stipulation and Order of Dismissal entered in Lawsuit No.20-016017-NF.

APPROVED:
CONRAD MALLETT
Corporation Counsel

BY: /s/Patrick Cunningham
Patrick Cunningham
Supervising Assistant Corporation Counsel

Approved by City Council: _____

Approved by the Mayor: _____



DEPARTMENTAL SUBMISSION

DEPARTMENT: Law

FILE NUMBER: Law-1564

*** RE:**

Submitting reso. autho. Settlement in Lawsuit of Principal Home Healthcare, LLC (Camilla McKoy) v. The City of Detroit

*** SUMMARY:**

Case Number: 21-006047-NF File Number: L21-00739 (KAC) (DDOT) in the amount of **(\$22,000.00)** in full payment for any and all claims which **PRINCIPAL HOME HEALTHCARE, LLC** may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about **February 25, 2019**

*** RECOMMENDATION:**

RESOLVED, that settlement of the above matter be and is hereby authorized in the amount of **(\$22,000.00)**; and be it further

RESOLVED, that the Finance Director be and is hereby authorized and directed to draw warrants upon the proper account in favor of **PRINCIPAL HOME HEALTHCARE, LLC and ITS attorney, YATOOMA & ASSOCIATES, P.C.**, in the amount of **(\$22,000.00)** in full payment for any and all claims which **PRINCIPAL HOME HEALTHCARE, LLC** may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about **February 25, 2019**, and otherwise set forth in **Case No. 21-006047-NF**, that said amount be paid upon receipt of properly executed Releases, Stipulation and Order of Dismissal entered in **Lawsuit No. 21-006047-NF** and, where deemed necessary by the Law Department a properly executed Medicare/CMS Final Demand Letter.

*** DEPARTMENTAL CONTACT:**

Name: Deanna Denby
Position: Paralegal

***=REQUIRED**



LAW DEPARTMENT

Coleman A. Young Municipal Center
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Detroit, Michigan 48226-3437

Phone 313•224•4550
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www.detroitmi.gov

October 4, 2022

HONORABLE CITY COUNCIL

**RE: PRINCIPAL HOME HEALTHCARE, LLC (CAMILLA MCKOY) v. THE
CITY OF DETROIT
CASE NO: 21-006047-NF
FILE NO: L21-00739**

We have reviewed the above-captioned lawsuit, the facts and particulars of which are set forth in a confidential memorandum that is being separately hand-delivered to each member of Your Honorable Body. From this review, it is our considered opinion that a settlement in the amount of **TWENTY-TWO THOUSAND DOLLARS and ^{NO}/Cents (\$22,000.00)** is in the best interest of the City of Detroit.

We, therefore, request authorization to settle this matter in the amount of **TWENTY-TWO THOUSAND DOLLARS and ^{NO}/Cents (\$22,000.00)** and that Your Honorable Body direct the Finance Director to issue a draft in that amount payable to **PRINCIPAL HOME HEALTHCARE, LLC and ITS attorney, YATOOMA & ASSOCIATES, P.C.**, to be delivered upon receipt of properly executed Releases and Stipulation and Order of Dismissal entered in Lawsuit No. 21-006047-NF, approved by the Law Department.

Very truly yours,

Krystal A. Crittendon
Supervising Assistant Corporation Counsel

Attachments

APPROVED:

CONRAD MALLETT
Corporation Counsel

BY: */s/ Jerry Ashford*
Jerry Ashford
Chief of Litigation

R E S O L U T I O N

BY COUNCIL MEMBER _____:

RESOLVED, that settlement of the above matter be and is hereby authorized in the amount of **TWENTY-TWO THOUSAND DOLLARS and ^{NO}/Cents (\$22,000.00)**; and be it further

RESOLVED, that the Finance Director be and is hereby authorized and directed to draw warrants upon the proper account in favor of **PRINCIPAL HOME HEALTHCARE, LLC and ITS attorney, YATOOMA & ASSOCIATES, P.C.**, in the amount of **TWENTY-TWO THOUSAND DOLLARS and ^{NO}/Cents (\$22,000.00)** in full payment for any and all claims which **PRINCIPAL HOME HEALTHCARE, LLC** may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about **February 25, 2019**, and otherwise set forth in **Case No. 21-006047-NF**, that said amount be paid upon receipt of properly executed Releases, Stipulation and Order of Dismissal entered in **Lawsuit No. 21-006047-NF** and, where deemed necessary by the Law Department a properly executed Medicare/CMS Final Demand Letter.

APPROVED:

CONRAD MALLETT
Corporation Counsel

BY: */s/ Jerry Ashford*
Jerry Ashford
Chief of Litigation

Approved by City Council: _____

Approved by the Mayor: _____



DEPARTMENTAL SUBMISSION

DEPARTMENT: Law

FILE NUMBER: Law-1566

*** RE:**

Submitting reso. autho. Settlement in Lawsuit of Capital Healthcare, LLC, a.k.a Capital Surgery Center (Camilla McKoy) v The City of Detroit

*** SUMMARY:**

Case Number: 20-002598-NF File Number: L20-00241 (KAC) (DDOT) in favor of **CAPITAL HEALTHCARE, LLC, a.k.a CAPITAL SURGERY CENTER and ITS attorney, BASHORE GREEN LAW GROUP**, in the amount of **(\$100,000.00)** in full payment for any and all claims which **CAPITAL HEALTHCARE, LLC, a.k.a CAPITAL SURGERY CENTER** may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about **February 25, 2019**

*** RECOMMENDATION:**

RESOLVED, that settlement of the above matter be and is hereby authorized in the amount of **(\$100,000.00)**; and be it further

RESOLVED, that the Finance Director be and is hereby authorized and directed to draw a warrant upon the proper account in favor of **CAPITAL HEALTHCARE, LLC, a.k.a CAPITAL SURGERY CENTER and ITS attorney, BASHORE GREEN LAW GROUP**, in the amount of **(\$100,000.00)** in full payment for any and all claims which **CAPITAL HEALTHCARE, LLC, a.k.a CAPITAL SURGERY CENTER** may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about **February 25, 2019**, and otherwise set forth in Lawsuit No: **20-002598-NF**, that said amount be paid upon receipt of properly executed Releases, Stipulation and Order of Dismissal entered in **Lawsuit No. Case No. 20-002598-NF** and, where deemed necessary by the Law Department a properly executed Medicare/CMS Final Demand Letter.

*** DEPARTMENTAL CONTACT:**

Name: Deanna Denby

Position: Paralegal

***=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

October 5, 2022

HONORABLE CITY COUNCIL

**RE: CAPITAL HEALTHCARE, LLC, a.k.a CAPITAL SURGERY CENTER
(CAMILLA MCKOY) v THE CITY OF DETROIT
CASE NO: 20-002598-NF
L20-00241(IN PART, OTHER CLAIMS REMAIN)**

We have reviewed the above-captioned lawsuit, the facts and particulars of which are set forth in a confidential memorandum that is being separately hand-delivered to each member of Your Honorable Body. From this review, it is our considered opinion that a settlement in the amount of **ONE HUNDRED THOUSAND DOLLARS and ^{NO}/Cents (\$100,000.00)** is in the best interest of the City of Detroit.

We, therefore, request authorization to settle this matter in the amount of **ONE HUNDRED THOUSAND DOLLARS and ^{NO}/Cents (\$100,000.00)** and that Your Honorable Body direct the Finance Director to issue a draft in that amount payable to **CAPITAL HEALTHCARE, LLC, a.k.a CAPITAL SURGERY CENTER and ITS attorney, BASHORE GREEN LAW GROUP**, to be delivered upon receipt of properly executed Releases and Stipulation and Order of Dismissal of Capital Healthcare, LLC's claims against Defendant entered in Lawsuit No: **20-002598-NF**, approved by the Law Department.

Very truly yours,

Krystal A. Crittendon
Supervising Assistant Corporation Counsel

Attachments

APPROVED:

CONRAD MALLET
Corporation Counsel

BY: */s/ Jerry Ashford*
Jerry Ashford
Chief of Litigation

R E S O L U T I O N

BY COUNCIL MEMBER _____:

RESOLVED, that settlement of the above matter be and is hereby authorized in the amount of **ONE HUNDRED THOUSAND DOLLARS and ^{NO}/Cents (\$100,000.00)**; and be it further

RESOLVED, that the Finance Director be and is hereby authorized and directed to draw a warrant upon the proper account in favor of **CAPITAL HEALTHCARE, LLC, a.k.a CAPITAL SURGERY CENTER and ITS attorney, BASHORE GREEN LAW GROUP**, in the amount of **ONE HUNDRED THOUSAND DOLLARS and ^{NO}/Cents (\$100,000.00)** in full payment for any and all claims which **CAPITAL HEALTHCARE, LLC, a.k.a CAPITAL SURGERY CENTER** may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about **February 25, 2019**, and otherwise set forth in Lawsuit No: **20-002598-NF**, that said amount be paid upon receipt of properly executed Releases, Stipulation and Order of Dismissal entered in **Lawsuit No. Case No. 20-002598-NF** and, where deemed necessary by the Law Department a properly executed Medicare/CMS Final Demand Letter.

APPROVED:

CONRAD MALLETT
Corporation Counsel

BY: */s/ Jerry Ashford*
Jerry Ashford
Chief of Litigation

Approved by City Council: _____

Approved by the Mayor: _____



DEPARTMENTAL SUBMISSION

DEPARTMENT: Law

FILE NUMBER: Law-1565

*** RE:**

Submitting reso. autho.

*** SUMMARY:**

Case No. 21-002928-NF, File No. L20-00297 (YRB) A20000 (Department of Transportation) in the total amount of **\$20,800.00** in full payment for any and all claims which Pioneer Labs and ZMC Pharmacy, LLC, may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about March 6, 2020

*** RECOMMENDATION:**

RESOLVED, that the Finance Director be and is hereby authorized and directed to draw warrants upon the proper account in favor of **PIONEER LABS**, and **ITS** attorneys, **KHURANA LAW FIRM, PC**, in the amount of **\$15,000.00**, and in favor of **ZMC PHARMACY, LLC**, and **ITS** attorneys, **KHURANA LAW FIRM, PC**, in the amount of **\$5,800.00**, in full payment for any and all claims which Pioneer Labs and ZMC Pharmacy, LLC, may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about March 6, 2020, and otherwise set forth in Case No 21-002928-NF, that said amount be paid upon receipt of a properly executed Release, Stipulation and Order of Dismissal entered in Case No 21-002928-NF and, where deemed necessary by the Law Department a properly executed Medicare/CMS Final Demand Letter

*** DEPARTMENTAL CONTACT:**

Name: Andrea D'Agostino Keenan
Position: Paralegal

***=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 28, 2022

HONORABLE CITY COUNCIL

RE: Pioneer Labs and ZMC Pharmacy, LLC, et al. (Eben Ford) v. City of Detroit
Case No: 21-002928-NF
File No: L21-00297 (YRB)

We have reviewed the above-captioned lawsuit, the facts and particulars of which are set forth in a confidential memorandum that is being separately hand-delivered to each member of Your Honorable Body. From this review, it is our considered opinion that a settlement in the amount of **TWENTY THOUSAND EIGHT HUNDRED DOLLARS AND NO/CENTS (\$20,800.00)** is in the best interest of the City of Detroit.

We, therefore, request authorization to settle this matter in the amount of **TWENTY THOUSAND EIGHT HUNDRED DOLLARS AND NO/CENTS (\$20,800.00)** and that Your Honorable Body direct the Finance Director to issue drafts in the amount of **FIFTEEN THOUSAND DOLLARS AND NO/CENTS (\$15,000.00)** payable to **PIONEER LABS, LLC**, and **ITS** attorneys, **KHURANA LAW FIRM, PC**, and in the amount of **FIVE THOUSAND EIGHT HUNDRED DOLLARS AND NO/CENTS (\$5,800.00)** payable **TO ZMC PHARMACY, LLC**, and **ITS** attorneys, **KHURANA LAW FIRM, PC**, to be delivered upon receipt of a properly executed Release and Stipulation and Order of Dismissal entered in Lawsuit No. 21-002928-NF, approved by the Law Department.

Respectfully submitted,

Yuvonne Bradley

/s/ Yuvonne Bradley

Supervisor Assistant Corporation Counsel

APPROVED:
CONRAD MALLETT
Corporation Counsel

BY: /s/Jerry L. Ashford
Jerry L. Ashford
Chief of Litigation

Attachments

R E S O L U T I O N

BY COUNCIL MEMBER _____:

RESOLVED, that settlement of the above matter be and is hereby authorized in the amount of **TWENTY THOUSAND EIGHT HUNDRED DOLLARS AND ^{NO}/CENTS (\$20,800.00);** and be it further

RESOLVED, that the Finance Director be and is hereby authorized and directed to draw warrants upon the proper account in favor of **PIONEER LABS**, and **ITS** attorneys, **KHURANA LAW FIRM, PC**, in the amount of **FIFTEEN THOUSAND DOLLARS AND ^{NO}/CENTS (\$15,000.00)**, and in favor of **ZMC PHARMACY, LLC**, and **ITS** attorneys, **KHURANA LAW FIRM, PC**, in the amount of **FIVE THOUSAND EIGHT HUNDRED DOLLARS AND ^{NO}/CENTS (\$5,800.00)**, in full payment for any and all claims which Pioneer Labs and ZMC Pharmacy, LLC, may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about March 6, 2020, and otherwise set forth in Case No 21-002928-NF, that said amount be paid upon receipt of a properly executed Release, Stipulation and Order of Dismissal entered in Case No 21-002928-NF and, where deemed necessary by the Law Department a properly executed Medicare/CMS Final Demand Letter

APPROVED:
CONRAD MALLET
Corporation Counsel

BY: /s/Jerry L. Ashford
Jerry L. Ashford
Chief of Litigation

Approved by City Council: _____

Approved by the Mayor: _____



CITY OF DETROIT

MARY SHEFFIELD

COUNCIL PRESIDENT

MEMORANDUM

To: Conrad Mallett, Jr., Corporation Counsel, Law Department

Through: Council Member Latisha Johnson, Chair, Internal Operations Standing Committee

From: Council President Mary Sheffield submitting memorandum relative to

Date: 10/5/2020

RE: Request for the Law Department and Administration to Provide an Update on the Implementation and Funding of the Right to Counsel Ordinance

SUMMARY:

This memorandum is an official request of the Law Department and the Administration to provide an update on the implementation of the Right to Counsel Ordinance. The ordinance called for the Office of Eviction Defense to be staffed and begin servicing low-income Detroiters facing eviction by October 1, 2022. Members of the Right to Counsel Coalition, the public and I are concerned about the residents facing eviction and urge the Administration to “stand up” this program as soon as possible.

Additionally, in recent meetings it has been stated that the Administration is planning on allocating \$2 million per year for the implementation of the Right to Counsel which is contrary to the agreement reached by Council and the Administration during the last budget cycle. The closing resolution states that Council urges the Administration to fund the ordinance at \$6 million each year for the next three years and Council was told the first year would be funded at \$6 million and subsequent years would be funded after assessing the need once the program started. Lastly, City Council passed a resolution calling on the administration to fully fund the Right Counsel Ordinance by allocating an

additional \$12 million in ARPA funding for this purpose. I am requesting a status update on the funding for the Right to Counsel Ordinance and the Administration's official position on the additional funding for the program.

cc: Honorable Colleagues
Jay Rising, Chief Financial Officer
Steve Watson, Budget Director
Hon. Janice Winfrey, Detroit City Clerk

DEPARTMENTAL CONTACT:

Name: Yvonne Ragland

Position: Junior Policy Analyst



City of Detroit

CITY COUNCIL

MARY SHEFFIELD
COUNCIL PRESIDENT
DISTRICT 5

MEMORANDUM

TO: Conrad Mallett, Jr., Corporation Counsel, Law Department

THROUGH: Council Member Latisha Johnson, Chair, Internal Operations Standing Committee

FROM: Council President Mary Sheffield

DATE: October 4, 2022

RE: **Request for the Law Department and Administration to Provide an Update on the Implementation and Funding of the Right to Counsel Ordinance**

This memorandum is an official request of the Law Department and the Administration to provide an update on the implementation of the Right to Counsel Ordinance. The ordinance called for the Office of Eviction Defense to be staffed and begin servicing low-income Detroiters facing eviction by October 1, 2022. Members of the Right to Counsel Coalition, the public and I are concerned about the residents facing eviction and urge the Administration to “stand up” this program as soon as possible.

Additionally, in recent meetings it has been stated that the Administration is planning on allocating \$2 million per year for the implementation of the Right to Counsel which is contrary to the agreement reached by Council and the Administration during the last budget cycle. The closing resolution states that Council urges the Administration to fund the ordinance at \$6 million each year for the next three years and Council was told the first year would be funded at \$6 million and subsequent years would be funded after assessing the need once the program started. Lastly, City Council passed a resolution calling on the administration to fully fund the Right Counsel Ordinance by allocating an additional \$12 million in ARPA funding for this purpose. I am requesting a status update on the funding for the Right to Counsel Ordinance and the Administration’s official position on the additional funding for the program.

cc: Honorable Colleagues
Jay Rising, Chief Financial Officer
Steve Watson, Budget Director
Hon. Janice Winfrey, Detroit City Clerk



DEPARTMENTAL SUBMISSION

DEPARTMENT: Legislative Policy Division - Historic
Designation Advisory Board

FILE NUMBER: Legislative Policy Division - Historic
Designation Advisory Board-0033

*** RE:**

Submitting report related to: Secondary Street Name Review

*** SUMMARY:**

Secondary Street Name Review

*** RECOMMENDATION:**

For Review

*** DEPARTMENTAL CONTACT:**

Name: Sabrina Shockley
Position: Administrative Assistant

***=REQUIRED**

City of Detroit

CITY COUNCIL

HISTORIC DESIGNATION ADVISORY BOARD

218 Coleman A. Young Municipal Center, Detroit, Michigan 48226

Phone: 313. 224.3487 Fax: 313. 224.4336

e-mail: historic@detroitmi.gov

TO: Council Pro Tem James Tate
Planning and Economic Development Standing Committee

FROM: Janese Chapman, Director/ Ryan Schumaker, Deputy Director
Historic Designation Advisory Board

DATE: October 5, 2022

RE: SECONDARY STREET SIGNS

The Historic Designation Advisory Board (HDAB) staff has reviewed fifteen (15) petitions for the establishment of a Secondary Street Sign. Upon review of the documentation submitted by the petitioners, staff has determined that seven (7) of them meet the eligibility requirements per the Secondary Street Sign Ordinance, Chapter 43 of the 2019 Detroit City Code, *Streets, Sidewalks, and other Public Places, Article III, Opening, Closing, Extending, Widening, Vacating, Naming and Renaming of Streets and Assigning Secondary Names to Streets.*

HONRABLE CITY COUNCIL

2021-2022 Secondary Street Sign Applications

Executive Summary



Purpose

Per Chapter 43 of the 2019 Detroit City Code, a street may be assigned a secondary street sign that displays a different name than the official street name for the purpose of honorary recognition.

Review and Findings

The Historic Designation Advisory Board (HDAB) staff has received **fifteen (15)** petitions for the establishment of a Secondary Street Sign, and has reviewed the documentation submitted by the petitioners. Upon review of the documentation submitted by the petitioners, staff has determined that **seven (7) of them meet the eligibility requirements** per the Secondary Street Sign Ordinance.

Additional, it has been determined by HDAB staff that reasonable grounds have not been provided and therefore has concluded that the other **eight (8) petitions do not meet the criteria** as stated in Chapter 43 of the 2019 Detroit City Code, Streets, Sidewalks, and other Public Places, Article III, Opening, Closing, Extending, Widening, Vacating, Naming and Renaming of Streets and Assigning Secondary Names to Streets.

Meets Eligibility Criteria

The following petitions meet the eligibility criteria for a Secondary Street Sign:

Mr. O'Neil D. Swanson

John Lee Hooker

Mrs. Elizabeth L. Richard

Gregory Mudge

Dr. Chad Audi

Benjamin "Benny" Napoleon

Jeannette M. Wheatley

Details on each of these petitions can be found in the pages that follow.

Does Not Meet Eligibility Criteria

The following petitions were denied due to lack of documentation:

Vincent Chin

Otis William

James Jamerson

Edith M. Ellerbee

Dominique Mousseau

Mama Sandra Simmions

Jada Rankie

Dr. Curtis Ivery

HONRABLE CITY COUNCIL

Secondary Street Sign Application

Mr. O'Neil D. Swanson



Request

The request to assign a Secondary Street Sign in honor of Mr. O'Neil D. Swanson at the intersection of East Grand Boulevard and Mack Avenue is being forwarded to Your Honorable Body for your review and consideration.

Location



Intersection of East Grand Boulevard and
Mack Avenue

Approval Criteria

The honoree Mr. O'Neil D. Swanson has met the approval criteria for the assigning of a Secondary Street Sign as outlined in Section 43 –3-41 of the City Code. Whereas the assignment of a secondary street sign is for purpose of honorary recognition only for an individual who has achieved prominence because of his or her significant, positive, and extraordinary contributions to the City of Detroit, State of Michigan, the United States of America, or the international community; in reviewing the biographical and supporting documentation provided by the applicant, former Council President Brenda Jones.

Individual Contributions

The contributions of O'Neil Swanson made by-way-of his decades of his service to the Metro Detroit Community as a businessman, bank organizer, community leader, mentor, and funeral director. Founder and owner of Swanson Funeral Homes; Swanson opened his first funeral home in Detroit in 1958. It became a vital service for Detroiters; especially African Americans by helping others pay their last respects to family and friends.

HONRABLE CITY COUNCIL

Secondary Street Sign Application

John Lee Hooker



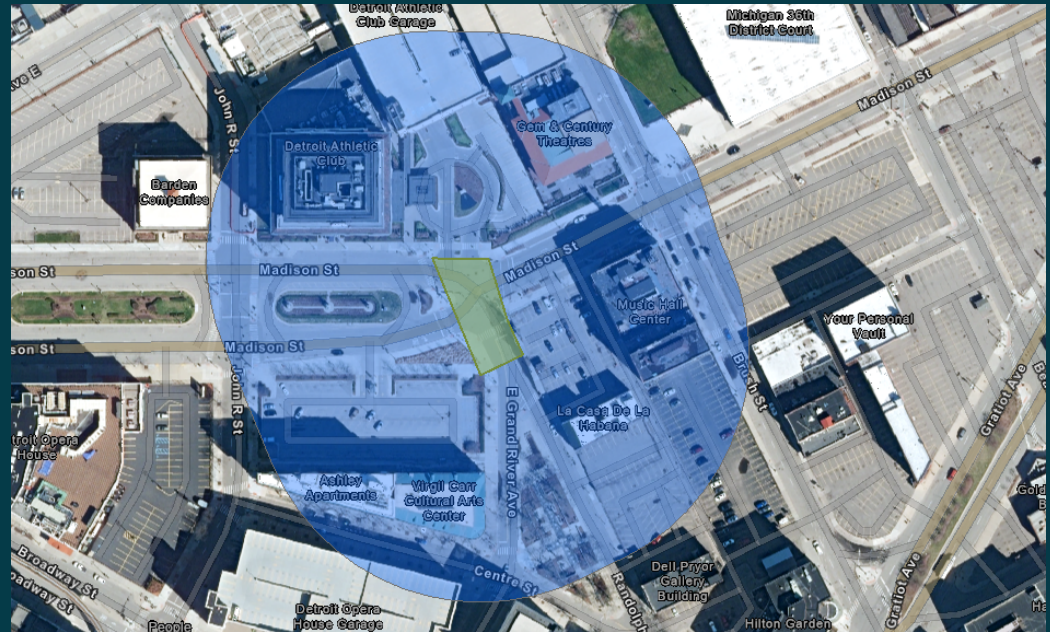
Request

The request to assign a Secondary Street Sign in honor of John Lee Hooker at the intersection of Randolph Street and Madison Avenue is being forwarded to Your Honorable Body for your review and consideration.

Approval Criteria

The honoree John Lee Hooker has met the approval criteria for the assigning of a Secondary Street Sign as outlined in Section 43 -3-41 of the City Code. Whereas the assignment of a secondary street sign is for purpose of honorary recognition only for an individual who has achieved prominence because of his or her significant, positive, and extraordinary contributions to the City of Detroit, State of Michigan, the United States of America, or the international community; in reviewing the biographical and supporting documentation provided by the applicant, Vincent Paul, Director of the Music Hall Center for the Performing Arts and Zakiya Hooker; daughter of John Lee Hooker.

Location



Intersection of Randolph Street and Madison Avenue

Individual Contributions

American blues singer, songwriter, and guitarist; blue legend John Lee Hooker earned the reputation as one of the most prominent blues musicians of his time. Son of a sharecropper, John Lee Hooker moved to Detroit in 1943 from Coahoma County, Mississippi and took a job in the automobile factory while perusing his passion to play the guitar on his own terms like incorporating elements into his songs such as "Talking Blues" and "early North Mississippi hill country blues." Hooker was known for adapting the Delta blues to the electric guitar, thus giving the blues a uniquely different sound, which soon recognized on within the nation music scene.

John Lee Hooker early recording included Boogie Chillen, Crawling King Snake and Weeping Willows. Hooker won numerous awards and accolades: three Grammy and the Grammy Lifetime Achievement Award. In 1980 he was inducted into the Blues Hall of Fame and the Rock and Roll Hall of Fame. He acted in several movies: The Blues Brothers (1980) and The Color Purple (1985).

HONRABLE CITY COUNCIL

Secondary Street Sign Application

Mrs. Elizabeth L. Richard



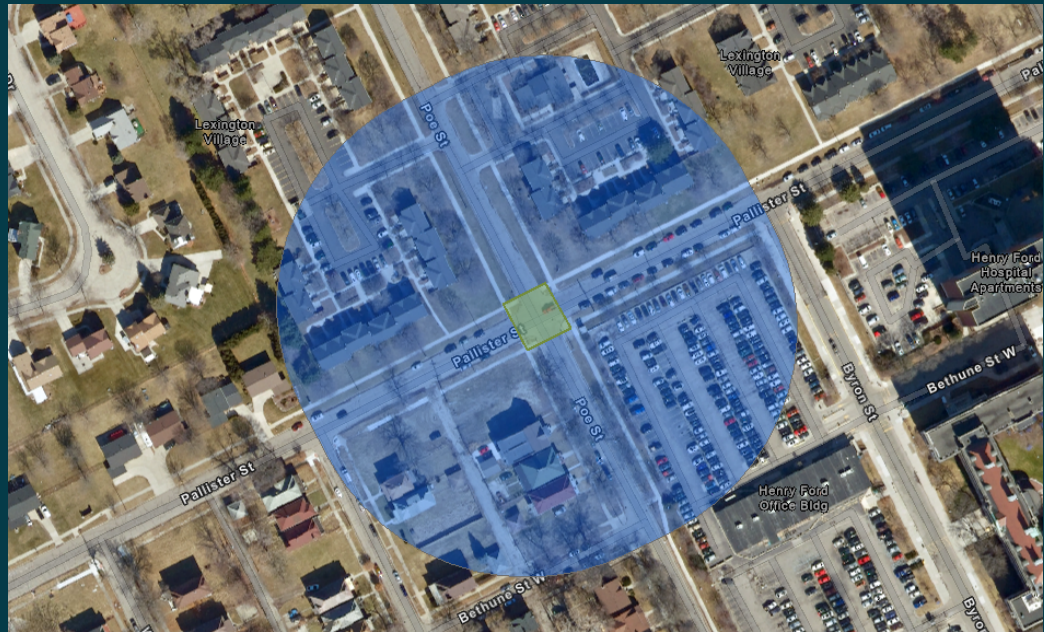
Request

The request to assign a Secondary Street Sign in honor of Mrs. Elizabeth Richard at the intersection of Pallister Avenue and Poe Street is being forwarded to Your Honorable Body for your review and consideration.

Approval Criteria

The Honoree Mrs. Elizabeth L. Richard has met the approval criteria for assigning of a Secondary Street Sign as outlined in Section 43-3-41 of the City Code. Whereas the assignment of a secondary street sign is for the purpose of honorary recognition only for an individual who has achieved prominence because of his or her significant, positive, and extraordinary contributions to the City of Detroit, State of Michigan, the United States of America, or the international community; in reviewing the biographical and supporting documentation provided by the applicant, Venita Thompkins, daughter.

Location



Intersection of Pallister Avenue and Poe Street

Individual Contributions

Elizabeth L. Richard has a long and distinguished career in the city of Detroit since arriving in the city in 1960 from Columbus, Georgia. A staunch advocate for equity and justice for over a half of a century. Mrs. Richard has been an exceptional church, community, and civic leader. As a member of St. John C.M.E. Church, she served on the Trustee Board and led the efforts to have the church designated as a local historic district and listed on the National Register of Historic Places (NRHP).

Mrs. Richard worked tirelessly in the Virginia Park neighborhood where she served on more than a dozen community organizations including the Virginia Park Citizen's District Council and manager of the North Central Neighborhood City Hall.

Politically active, Mrs. Richard worked on the reelection campaign of U.S. Representative John Conyers. She served in five mayoral administrations including Jerome P. Cavanaugh, Coleman A. Young, Sr., and Dennis Archer. She also served as Council Community to the late Councilmember Kaye Everett.

HONRABLE CITY COUNCIL

Secondary Street Sign Application

Gregory Mudge



Request

The request to assign a Secondary Street Sign in honor of Gregory Mudge at the intersection of Brooklyn and Porter Streets and is being forwarded to Your Honorable Body for your review and consideration.

Approval Criteria

The honoree Mr. Gregory “Greg” Mudge has met the approval criteria for the assigning of a Secondary Street Sign as outlined in Section 43-3-41 of City Code. Whereas the assignment of a secondary street sign is for the purpose of honorary recognition only for an individual who has achieved prominence because of his or her significant, positive, and extraordinary contributions to the City of Detroit, State of Michigan, the United States of America, or the international community; in reviewing the biographical and supporting documentation provided by the applicant, Mrs. Debra Walker, former Councilmember Castaneda-Lopez.

Location



Intersection of Brooklyn Street and Porter Street

Individual Contributions

A businessman and community advocate and leader Gregory Mudge has been a fixture in the Corktown neighborhood until his untimely death in 20. He open Mudgie's Deli in February 2008 and immediately became involved in the Corktown community. He was known for using local Detroit suppliers and hiring young people from the community to work in his restaurant. To help feed the homeless, he developed a token program where customers could purchase a token for five dollars to give to homeless person to redeem it for a sandwich, bag of chips and drink at the restaurant.

Mudgie's deli has recognized in the restaurant industry and earned numerous awards. Voted Best Deli Wayne County-Metro Times 2010-2011; Best Sandwich Shop 2013-2021-Hour Magazine; Leggo Sandwich-One of the best sandwiches in America- Food Network; Thrillist-Top 33 sandwich shops in the U.S.

Greg Mudge was a member of both the Corktown Business Association and the East End Corktown Block Club. He engaged the community whenever proposed changes impact the community. Greg adopted and maintained the Murphy Play Lot where he personally cleared and planted flowers and worked with the city to provide benches for the park. His on-going participation included donating food and beverages for Corktown's community events; Spring into Corktown, Corktown Pumpkinfest and Corktown Aglow.

HONRABLE CITY COUNCIL

Secondary Street Sign Application

Dr. Chad Audi



Request

The request to assign a Secondary Street Sign in honor of Dr. Chad Audi at the intersection of Stimson Street and Cass Avenue is being forwarded to Your Honorable Body for your review and consideration.

Approval Criteria

The honoree Dr. Chad has met the approval criteria for the assigning of a Secondary Street Sign outlined in Section 43-3-41 of the City Code. Whereas the assignment of a secondary street sign is for purposes of honorary recognition only for the individual who achieved prominence because of his or her significant, positive, and extraordinary contributions to the City of Detroit, State of Michigan, the United States of America, or the international community; in reviewing the biographical and supporting documentation provided by the applicant, former Council President Brenda Jones.

Location



Intersection of Stimson Street and Cass Avenue

Individual Contributions

Dr. Chad Audi made-by-way of his decades of service to the Metro Detroit Community as the President and Chief Executive Officer of the Detroit Rescue Mission Ministries (DRMM), a not-for-profit organization cited by the U.S. News and World report as the 13th largest substance abuse treatment center in the U.S. and reputed as one of the largest Recuse Missions in the world.

Dr. Chad Audi is an experienced senior executive with over 23 years of executive management experience and recognition as a visionary and dynamic leader in no-profit and for-profit sectors. Dr. Audi is a sought-after high impact trainer and consultant in effective leadership, marketing, communications, corporate governance, conflict resolution and negotiation. Dr. Chad has delivered well received lectures and trainings at universities, professional associations, top businesses and nonprofits in the United States, Canada, United Kingdom, and other countries.

HONRABLE CITY COUNCIL

Secondary Street Sign Application

Benjamin “Benny” Napoleon



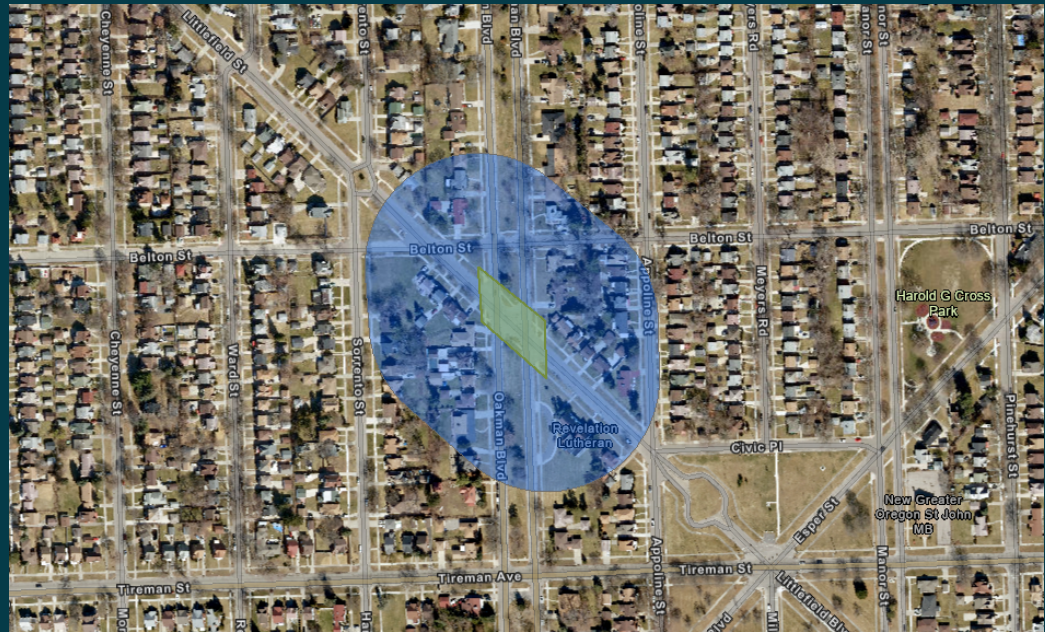
Request

The request to assign a Secondary Street Sign in honor of Mr. Benjamin “Benny” Napoleon at the intersection of Oakman Boulevard and Littlefield Street is being forwarded to Your Honorable Body for your review and consideration.

Approval Criteria

The honoree Mr. Benjamin Napoleon has met the approval criteria for assigning of a Secondary Street Sign as outlined in Section 43-3-41 of the City Code. Whereas the assignment of secondary street sign is for purpose of honorary recognition only for an individual who has achieved prominence because of his or her significant, positive, and extraordinary contributions to the City of Detroit, State of Michigan, the United States of America, or the international community; in reviewing the biographical and supporting documentation provided by the applicant, Councilmember Fred Durhal II (District 7); support letters from At-Large-Councilmembers Coleman A. Young, II and Councilmember Mary Waters).

Location



Intersection of Oakman Boulevard and Littlefield Street

Individual Contributions

Attorney, law enforcement officer and politician, Benjamin “Benny” Napoleon dedicated his life to public service. A proud graduate of Detroit Cass Technical High School, Napoleon entered the Detroit Academy in 1975 and joined the Detroit Police Department. He later earned a bachelor’s degree in criminal justice from the University of Detroit Mercy, and a Juris Doctoral degree from Detroit College of Law at Michigan State University. Napoleon rose through the ranks eventually becoming the Police Chief of the Detroit Police Department, serving from 1998 to 2001. He was appointed Wayne County Sheriff in 2009; winning re-election in 2012, 2016, and 2020. During his tenure as County Sheriff was responsible for the expansion of electronic monitoring program which saved the County approximately 2 million dollars. He also helped to reduce the daily inmate population with the introduction of alternate incarceration options. Napoleon worked tirelessly in his effort to keep his officers healthy and safe during the coronavirus pandemic. He recorded several public announcements encouraging the public to wear masks and get vaccinated. Unfortunately, Benjamin “Benny” Napoleon died after complications with Covid 19.

HONRABLE CITY COUNCIL

Secondary Street Sign Application

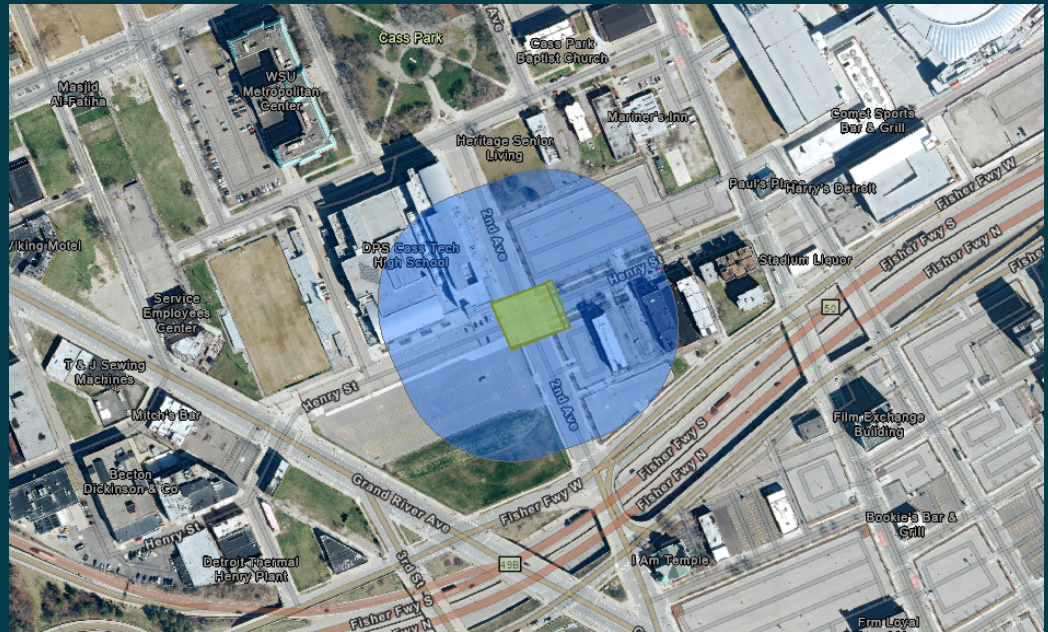
Jeannette M. Wheatley



Request

The request to assign a Secondary Street Sign in honor of Ms. Jeannette Mitchell Wheatley at the intersection of Henry Street and Second Avenue is being forwarded to Your Honorable Body for your review and consideration.

Location



Intersection of Henry Street and Second Avenue

Approval Criteria

The honoree Ms. Jeannette M. Wheatley **has met the approval criteria** for assigning of a Secondary Street Sign as outlined in Section 43-3-41 of the City Code. Whereas the assignment of secondary street sign is for purpose of honorary recognition only for an individual who has achieved prominence because of his or her significant, positive, and extraordinary contributions to the City of Detroit, State of Michigan, the United States of America, or the international community; in reviewing the biographical and supporting documentation provided by the applicant, Ms. Gail Perry; support letters from Council President Mary Sheffield, Council Pro Tem James Tate-District-2, Councilmember Scott Benson-District 3.

Individual Contributions

Quality education was the foundation of Jeannette M. Wheatley life; the consummate educator, compassion, high standards, and integrity to young people defined her distinguished career. She spent her early childhood in North Carolina and Ohio; in 1950 her family moved to Detroit. Ms. Wheatley graduated with honors from Highland Park, (MI) High School in 1953. She received a Bachelor of Arts degree in 1957 from Fisk University and later went on to earn a master's degree in Education Administration and Supervision from the University of Detroit Mercy.

Jeannette Wheatley had a 31-year career as an educator in the Detroit Public Schools. Her first teaching assignment was at Condon Junior High (Middle) School where she taught social studies and a guidance counselor. She served as the guidance and counseling department head at Northwestern High School. She later became the Assistant Principal of Southwestern High School; first African American female Principal of Chadsey High School; and first female and African American Principal of Cass Technical high School. In 1993, Ms. Wheatley retired from Detroit Public Schools, to begin a second career with the Archdiocese of Detroit as the Associate Superintendent/Curriculum, retiring from that position in 2004.

Ms. Wheatley was a dedicated and tireless participant in the cultural, charity and civic communities in Detroit. She received the United Foundation Heart of Gold Award in 2004. In 2006 the main auditorium of Cass Technical High School was named the Jeannette Wheatley Grand Theater.



DEPARTMENTAL SUBMISSION

DEPARTMENT: [eSCRIBE Department]

FILE NUMBER:

*** 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**

RESOLUTION CONCERNING CODA BRUSH PARK INVESTIGATION

COUNCIL MEMBER _____,

WHEREAS, the CODA BRUSH PARK redevelopment project is currently proceeding on property located at John R and Alfred in the Brush Park neighborhood.

WHEREAS, the CODA BRUSH PARK developer requested assistance through the Detroit Economic Growth Corporation (DEGC), the Brownfield Redevelopment Authority (DBRA) and Detroit City Council and presented plans and reports concerning the project.

WHEREAS, the CODA Brush Park plans included apartments, townhouses, commercial space, restaurant space and a parking structure. The CODA Brush plans promised that an existing carriage house would be saved and incorporated into the project. The CODA Brush Park plans clearly state that the use of the existing carriage house will be an integral part of the project.

WHEREAS, Detroit City Council approved a Brownfield tax incremental financing (TIF) based on the Economic Growth Corporation (DEGC) and the Detroit Redevelopment Authority (DBRA) reports and recommendations including the representation concerning preservation of a portion of the historic carriage house and incorporating the carriage house structure into the project. These representations included passages contained in the BROWNFIELD PLAN OR THE CODA BRUSH PARK REDEVELOPMENT PROJECT prepared by Brush Park Properties, LLC and PM Environmental, Inc. as follows:

- “As the founder of BPP, Michael J. VanOverbeke, has a long history of development and historic preservation in Detroit’s Brush Park Neighborhood.”
- “VanOverbeke envisions a contemporary response and a sustainable re-use of the historic carriage house into a mixed-use development.”
- “By renovating and expanding upon the existing commercial building, the development will total nearly 84,000 square feet.”
- “The existing carriage house building (2827 John R Street) totals approximately 3,267 square feet and was constructed primarily in approximately 1890. The building has been used for a variety of commercial and light industrial purposes. Most recently, the building has served as an art design studio, auto trailer manufacturing, electric motor manufacturing, warehousing, and glazing operations. It is currently vacant.”
- “The Brush Park Project will incorporate the original building façade and expansive additions to construct a five-story mixed-use development featuring commercial and residential spaces. Commercial spaces will be located on the first and second floors and will include a bar and restaurant (spanning approximately 9,306 square feet) and office space (totaling 5,456 square feet).”

- “The building’s redesign incorporates the original building façade and essential considerations specific to modern urban living. Development projects in Brush Park to date fall into two baskets, historic preservation of historic structures or contemporary new construction. This will be the first development in Brush Park incorporating the adaptive re-use of the remaining historic carriage house façade into the contemporary new construction of the five story building. The rehabilitation of the property also includes the repair or replacement of the deteriorated and/or damaged plaster, masonry, brick, and stone. Particular attention will be given to the preservation of the historic nature of the property when economically feasible by ensuring that any damaged decorative details will be replaced with material consistent with the current profile, finish, and color.”
- “Upon completion, this project will bring a functionally obsolete building back to productive use, addressing the growing demand for residential, commercial, and parking space within Brush Park, and will further catalyze economic development in the area.”

WHEREAS, In September 2022, the developer or his agents demolished the historic carriage house making it impossible for anyone to incorporate the carriage house into the project.

WHEREAS, the demolition of the carriage house is inconsistent with the plans presented to the DEGC, DEBRA and Detroit City Council.

WHEREAS, it is important that the members of Detroit City Council and the residents of the City of Detroit are properly informed concerning development plans and changes to development plans, especially developments involving tax incremental financing.

THEREFORE, LET IT BE RESOLVED THAT the Detroit Economic Growth Corporation (DEGC) and the Detroit Brownfield Development Authority (DEBRA) investigate the facts and circumstances surrounding the CODA Brush Park project and the demolition of the carriage house.

FURTHERMORE, LET IT BE RESOLVED THAT DEGC and DBRA shall report back to City Council within sixty days concerning the CODA Brush Park project and the demolition of the carriage house and shall give a recommendation as to any actions that should be taken concerning the demolition of the carriage house.

FUTHERMORE, LET IT BE RESOLVED THAT the City of Detroit Law Department shall report back to City Council within ninety days concerning the CODA Brush Park project and the demolition of the carriage house and whether City Council has the authority to rescind the tax increment financing previously approved by the City of Detroit.



DEPARTMENTAL SUBMISSION

DEPARTMENT: Detroit Fire
FILE NUMBER: Detroit Fire-0004

*** RE:**

Submitting reso. autho. Acquisition of 13930 and 13942 Burt Rd. by the City of Detroit Fire Department

*** SUMMARY:**

The Detroit Fire Department ("DFD") is requesting the approval and authorization to acquire 13930 and 13942 Burt Road, Detroit, Michigan 48223 (the "Properties") from Cathedral of Faith, a Michigan nonprofit corporation, for the purchase price of Thirty-Secen Thousand One Hundred and 00/100 Dollars (\$37,100.00).

*** RECOMMENDATION:**

Forward to PED Standing Committee for Recommendation with P&DD requesting the Acquisition be forwarded back to the Council-of-the-Whole with a Recommendation for Approval.

*** DEPARTMENTAL CONTACT:**

Name: Matthew Langston, Esq.
Position: Manager, Special Projects, Housing and Revitalization Department

***=REQUIRED**



CITY OF DETROIT
FIRE DEPARTMENT
DETROIT PUBLIC SAFETY HEADQUARTERS

1301 THIRD STREET
DETROIT, MICHIGAN 48226
PHONE (313) 596-2900 TTY: 711
FAX (313) 596-2888
WWW.DETROITMI.GOV

September 23, 2022

HONORABLE CITY COUNCIL

RE: Detroit Fire Department's Approval and Authorization to Acquire 13930 and 13942 Burt Road, Detroit, Michigan 48223, from Cathedral of Faith, a Michigan nonprofit corporation.

In accordance with the requirements of Chapter 2, Article 6, Section 2 of the 2019 Detroit City Code, City Council is required to approve any gift, grant, devise or bequest of real or personal property to be used for any public purpose. The Detroit Fire Department ("DFD") is hereby requesting the approval and authorization from your Honorable Body to acquire 13930 and 13942 Burt Road, Detroit, Michigan 48223 (the "Property").

The Property is currently zoned R2- Two-Family Residential District. A fire station is not a permitted use in an R2 – Two-Family Residential District, but is a permitted conditional use in R3 - Low Density Residential Districts and all other more intensive residential zoning districts. The Property to be acquired will be used to expand DFD's Engine 57 Fire Station located immediately adjacent to the Property at 13960 Burt Road, which serves the City of Detroit's west-side communities. The planned expansion will include an annex of approximately 3,000 square feet including 1-2 apparatus bays, a day room, an eating room, classroom and office space, and a bathroom.

We respectfully request that your Honorable Body approve the acquisition of the Property by adopting the following resolution.

Respectfully submitted,

 9/23/22

John Roach,
Deputy Fire Chief

RESOLUTION

BY COUNCIL MEMBER _____

WHEREAS, the City of Detroit, through the Detroit Fire Department (“DFD”), wishes to acquire certain real property commonly known as 13930 and 13942 Burt Road, Detroit, Michigan 48223 (the “Property”), from the Cathedral of Faith, a Michigan nonprofit corporation (the “Citadel of Faith”); and

WHEREAS, the acquisition of the Property will allow DFD to expand its Engine 57 Fire Station and serve the City of Detroit’s west-side communities; and

WHEREAS, in accordance with Chapter 2, Article 6, Section 3 of the 2019 Detroit City Code, except as otherwise provided in the 2019 Detroit City Code, the City of Detroit is required to receive an environmental inquiry and, where necessary, an environmental assessment prior to the purchase of real property; and

WHEREAS, the Building Safety Engineering and Environmental Department (“BSEED”) has reviewed the environmental conditions of the Properties; and

WHEREAS, DFD and BSEED through the Detroit Building Authority, obtained a Phase I Environmental Site Assessment for 13930 and 13942 Burt Road, dated June 2022, and a Baseline Environmental Assessment, dated September 1, 2022 (collectively, the “Environmental Assessment”), prepared by DLZ Michigan, Inc. conducted in accordance with current ASTM standards and Michigan Natural Resource and Environmental Protection Act (NREPA) Part 201; and

WHEREAS, the Property has received appropriate environmental inquiry and assessment in accordance with the review referred to in the preceding paragraphs, as required pursuant to Chapter 2, Article 6, Section 3 of the 2019 Detroit City Code.

WHEREAS, the City of Detroit, through BSEED, has reviewed the Environmental Assessment of the Burt Road Property and found that the risk of environmental contamination at the Property is manageable; and

NOW, THEREFORE, BE IT RESOLVED, that this Honorable Body hereby determines and declares: (1) that the Property, though a facility, will not cause the City of Detroit to incur liability under the environmental laws of the State of Michigan or the United States, or otherwise incur response costs for the Burt Road Property; (2) the acquisition of the Property is necessary to promote the health, safety and welfare of the public; and (3) that the preservation and the promotion of the public health, safety, welfare or good outweighs the cost of the Environmental Assessment and hereby waives the requirement that the seller bears the cost of the Environmental Assessment; and be it further

RESOLVED, that the acquisition of the Property from Citadel of Faith for the sum of Thirty-Seven Thousand One Hundred and 00/100 Dollars (\$37,100.00) is hereby approved; and be it further

RESOLVED, that the Fire Commissioner of DFD, or an authorized designee, is hereby authorized (1) to accept and record deeds granting title to the Property to the City of Detroit, (2) to accept, execute and/or deliver any such other documents as may be necessary or convenient, to affect the transfer of the Property from Citadel of Faith to the City of Detroit, and (3) to pay the cost of an owner's policy of title insurance, recording any deeds granting title to the Property to the City of Detroit, and such other necessary and customary closing costs payable in connection with the acquisition of the Property, estimated to be less than One Thousand and 00/100 Dollars (\$1,000.00); and be it further

RESOLVED, that upon acquisition of the Property from Citadel of Faith, the Property shall be placed under the jurisdiction of DFD for use and operation in connection with DFD's firehouse adjacent to each of the Property; and be it further

RESOLVED, that a (1) brokers fee equal to Two Thousand One Hundred and 00/100 Dollars (\$2,100.00) be paid to Summit Commercial pursuant to the Professional Services Contract between the City of Detroit and the Detroit Building Authority ("DBA"), and (2) a service fee of One Thousand Seven Hundred Fifty and 00/100 Dollars (\$1,750.00) be paid to the DBA pursuant to the Professional Services Contract between the City of Detroit and the DBA; and be it finally

RESOLVED, that the Fire Commissioner of DFD, or an authorized designee, is hereby authorized to execute any required instruments to make and incorporate technical amendments or changes to the deeds for the Property (including, but not limited to, correction of or confirmations of legal descriptions, or timing of tender of possession of particular parcels) in the event that changes are required to correct minor inaccuracies or are required due to unforeseen circumstances or technical matters that may arise prior to the conveyance of the Property to the City, provided that the changes do not materially alter the substance or terms of the transfer.

A WAIVER OF RECONSIDERATION IS REQUESTED.



DEPARTMENTAL SUBMISSION

DEPARTMENT: Public Works - Administration
FILE NUMBER: Public Works - Administration-0035

*** RE:**

Submitting Department response to Petition #2022-303, Detroit Metro Sports commission, Banner Request

*** SUMMARY:**

Detroit Metro Sports Commission request to install 96 banners on various streets from December 5, 2022 until December 27, 2022 in order to announce the 2022 Quick Lane Bowl.

*** RECOMMENDATION:**

Approval, provided that the banner installation is in compliance with the banner policy adopted by Your Honorable Body.

*** DEPARTMENTAL CONTACT:**

Name: LaDiva Holman
Position: Executive Administrative Asst.

***=REQUIRED**



September 26, 2022

HONORABLE CITY COUNCIL

RE: Petition #2022-303 – Detroit Metro Sports Commission, request to install 96 banners on various streets from December 05, 2022 until December 27, 2022 in order to announce the 2022 Quick Lane Bowl.

The Department of Public Works, Traffic Engineering Division received the above referenced petition. This department has no objections to the placement of banners, provided that the banner installation is in compliance with the banner policy adopted by your Honorable Body on December 13, 2019, and subject to the following conditions:


1. Ninety-six (96) banners are to be located along Jefferson Avenue, Washington Boulevard, Michigan Avenue, Gratiot Avenue, Ford Field (Brush, E. Montcalm, St. Antoine and Beacon Streets) as shown in the attached map.
2. The duration of banner installation shall be from December 05, 2022 until December 27, 2022.
3. Banners shall not exceed thirty-two (32) inches in width by ninety-four (94) inches in height and should be acrylic or vinyl with standard slitting (also called "Happy Faces").
4. Banners shall be affixed to allow minimum of (15) feet clearance from walkway surface.
5. Banners shall not include flashing lights that may be distracting to motorists.
6. Banners shall not have displayed thereon any legend or symbol which is, or resembles, or which may be mistaken for a traffic control device, or which attempts to direct the movement of traffic.
7. Commercial advertising is strictly prohibited on all banners, including telephone numbers, mailing addresses, and website addresses.
8. A sponsoring organization's logo and/or name may be included at the bottom of the banner in a space no more than ten (10) inches in height by thirty (30) inches in length, and letter size shall be limited to four (4) inch maximum and placed at the bottom of the banner.
9. Sponsoring organizations may not include messages pertaining to tobacco and related products, alcoholic beverages, firearms, adult entertainment or sexually explicit products, or political campaigns or related agendas.

HONORABLE CITY COUNCIL (Cont.)
Petition #2022-303

10. Sponsoring organizations may not include legends or symbols which may be construed to advertise, promote the sale of, or publicize any merchandise or commodity, with the exception of sponsorship as described in the banner policy (see section 9 of the policy).
11. Banner placement must be a minimum of 120 feet or every other pole apart, whichever is greater, including banners that may exist at the time of the installation and is limited to a two thousand (2000) feet radius area of the event location or within the stated organization's boundaries.
12. The design, method of installation and location of banners shall not endanger persons using the highway or unduly interfere with the free movement of traffic.
13. The petitioner *SHALL* secure an approval from **Public Lighting Department** to use their utility poles to hang the banners.
14. The petitioner *SHALL* secure Right of Way permit from City Engineering Division every time the banners are changed/replaced.
15. The wording on the banners will be (please see below).
16. Since Gratiot Avenue and Jefferson Avenue are state trunk lines in the above locations, approval from the Michigan Department of Transportation is required.

If deemed appropriate by the City of Detroit, The City reserves the right to have the banners removed by the Petitioner at the Petitioner's cost prior to expiration date.

Respectfully Submitted



Ron Brundidge, Director
Department of Public Works

Copy:

Linda Vinyard, Mayor's Office

Oladayo Akinyemi, DPW

James Hannig, DPW

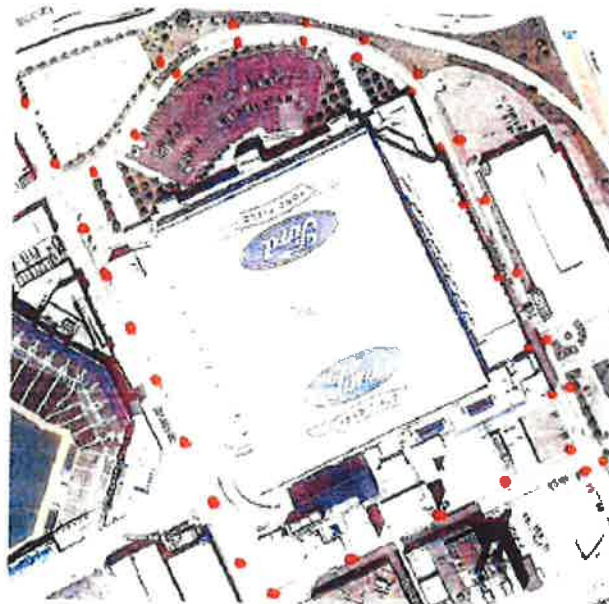
Sunny Jacob, DPW Traffic Engineering Division



STREET POLE BANNER PLAN

BANNER LOCATIONS

Ford Field – Every second pole for a total of (38) poles



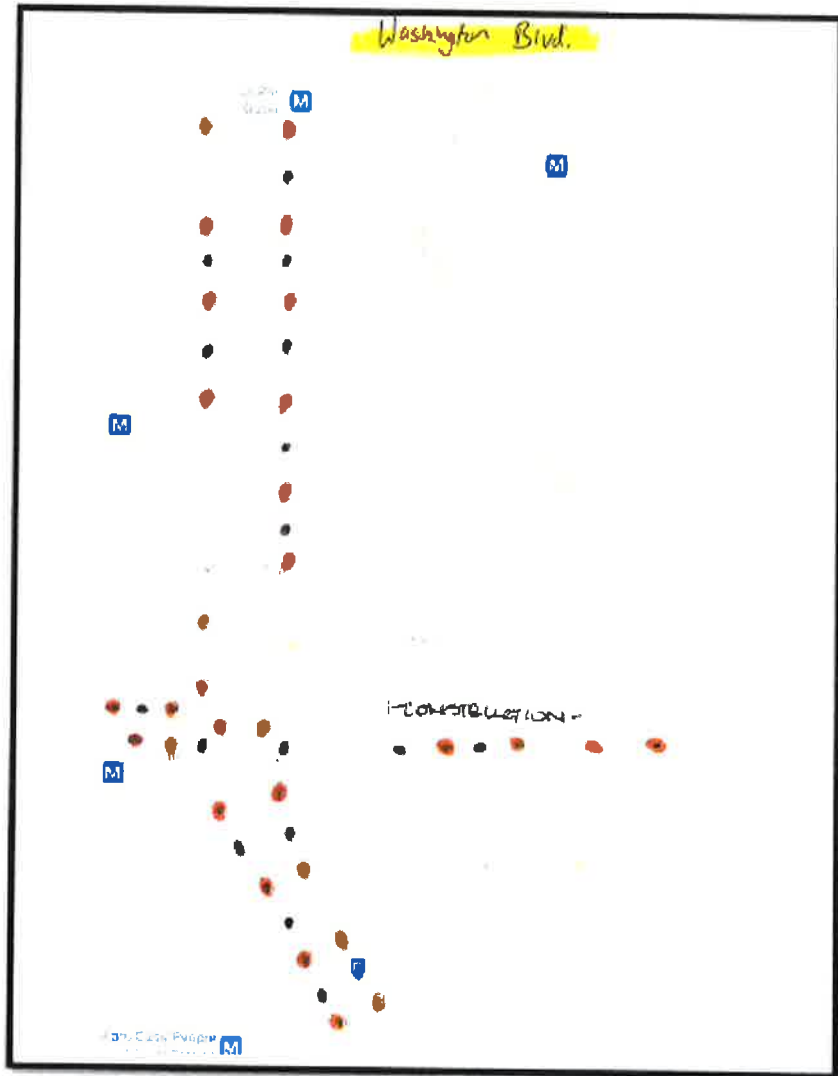
Detroit Marriott Renaissance Center

(10) Banners along Jefferson Avenue in front of the Renaissance Center and the Courtyard by Marriott Downtown Detroit



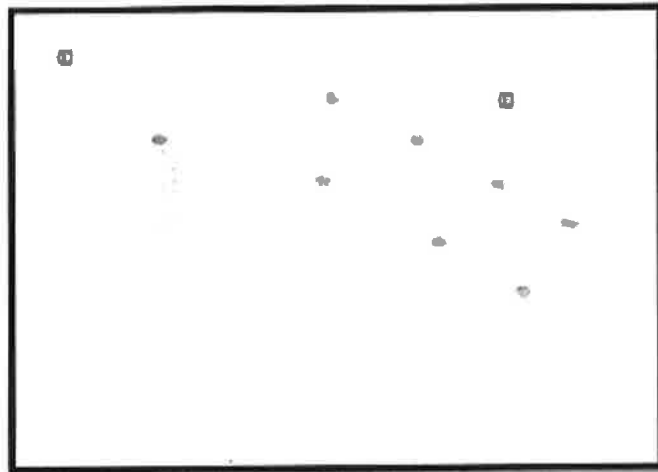
Westin Book Cadillac Detroit

WASHINGTON BLVD - 30 banners total (will cover area around the Westin)
MICHIGAN AVE - 10 banners total (positioned near the team bus pick-up/drop-off)



Hilton Garden Inn

Gratiot Ave (8) banners total that will cover area around the Hilton Garden Inn



WELCOME TO
DETROIT

FORD FIELD



**COLLEGE
FOOTBALL**
A HOLIDAY TRADITION



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detroit**sports.org**



Public Lighting Authority

400 Monroe Street, Suite 485
Detroit, Michigan, 48226
313-324-8291 Phone
313-638-2805 Fax
www.pladetroit.org

OUR MISSION is to improve,
modernize and maintain the
street lighting system in Detroit.

September 26, 2022

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

**RE: Detroit Metro Sports Commission
Petition #2022-303**

Dear Council Members:

The Detroit Metro Sports Commission is requesting permission to hang approximately 96 banners on various streets to announce the 2022 Quick Lane Bowl.

The Public Lighting Authority has inspected poles and finds them to be structurally sound and is recommending approval for The Detroit Metro Sports Commission to hang banners on Washington Boulevard, Michigan Avenue, Gratiot Avenue, Ford Field (Brush, E. Montcalm, St. Antoine and Beacon Streets) from December 5, 2022, to December 27, 2022.

Respectfully Submitted,

Beau Taylor, Executive Director
Public Lighting Authority

Enclosure: Petition

cc: Council Members
File
PLD



DEPARTMENTAL SUBMISSION

DEPARTMENT: Public Works - Administration
FILE NUMBER: Public Works - Administration-0036

*** RE:**

Submitting Department response for Petition #2022-304, Downtown Detroit Partnership, Banner Request

*** SUMMARY:**

Downtown Detroit Partnership request to install lights on 260 pole locations around central business district from November 11, 2022 until March 15, 2023 for holiday décor.

*** RECOMMENDATION:**

Approval, provided that the installation is in compliance with the banner policy adopted by your Honorable Body on December 13, 2019.

*** DEPARTMENTAL CONTACT:**

Name: LaDiva Holman
Position: Executive Administrative Asst.

***=REQUIRED**



September 26, 2022

HONORABLE CITY COUNCIL

RE: Petition #2022-304 – Downtown Detroit Partnership, request to install lights on 260 pole locations around central business district from November 11, 2022 until March 15, 2023 for holiday décor.

The Department of Public Works, Traffic Engineering Division received the above referenced petition. This department has no objections to the placement of banners, provided that the banner installation is in compliance with the banner policy adopted by your Honorable Body on December 13, 2019, and subject to the following conditions:


1. Two hundred sixty (260) pole locations are to be located along Michigan Avenue, Cass Avenue, Congress Street, Washington Boulevard, Monroe Street, Griswold Street, State Street, Madison Street, Beaubien Street, Jefferson Avenue and Woodward Avenue shown in the attached map.
2. The duration of holiday lighting installation shall be from November 11, 2022 until March 15, 2023.
3. Banners shall not exceed thirty-two (32) inches in width by ninety-four (94) inches in height and should be acrylic or vinyl with standard slitting (also called "Happy Faces").
4. Banners shall be affixed to allow minimum of (15) feet clearance from walkway surface.
5. Banners shall not include flashing lights that may be distracting to motorists.
6. Banners shall not have displayed thereon any legend or symbol which is, or resembles, or which may be mistaken for a traffic control device, or which attempts to direct the movement of traffic.
7. Commercial advertising is strictly prohibited on all banners, including telephone numbers, mailing addresses, and website addresses.
8. A sponsoring organization's logo and/or name may be included at the bottom of the banner in a space no more than ten (10) inches in height by thirty (30) inches in length, and letter size shall be limited to four (4) inch maximum and placed at the bottom of the banner.
9. Sponsoring organizations may not include messages pertaining to tobacco and related products, alcoholic beverages, firearms, adult entertainment or sexually explicit products, or political campaigns or related agendas.

HONORABLE CITY COUNCIL (Cont.)
Petition #2022-304

10. Sponsoring organizations may not include legends or symbols which may be construed to advertise, promote the sale of, or publicize any merchandise or commodity, with the exception of sponsorship as described in the banner policy (see section 9 of the policy).
11. Banner placement must be a minimum of 120 feet or every other pole apart, whichever is greater, including banners that may exist at the time of the installation and is limited to a two thousand (2000) feet radius area of the event location or within the stated organization's boundaries.
12. The design, method of installation and location of banners shall not endanger persons using the highway or unduly interfere with the free movement of traffic.
13. The petitioner *SHALL* secure an approval from **Public Lighting Department** to use their utility poles to hang the banners.
14. The petitioner *SHALL* secure Right of Way permit from City Engineering Division every time the banners are changed/replaced.
15. The wording on the banners will be (please see below).
16. Since Michigan Avenue, Jefferson Avenue and Woodward Avenue are state trunk lines in the above locations, approval from the Michigan Department of Transportation is required.

If deemed appropriate by the City of Detroit, The City reserves the right to have the banners removed by the Petitioner at the Petitioner's cost prior to expiration date.

Respectfully Submitted,



Ron Brundidge, Director

Department of Public Works

Copy:

Linda Vinyard, Mayor's Office

Oladayo Akinyemi, DPW

James Hannig, DPW

Sunny Jacob, DPW Traffic Engineering Division





Public Lighting Authority

400 Monroe Street, Suite 485
Detroit, Michigan, 48226
313-324-8291 Phone
313-638-2805 Fax
www.pladetroit.org

OUR MISSION is to improve,
modernize and maintain the
street lighting system in Detroit.

September 26, 2022

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

**RE: Downtown Detroit Partnership
Petition #2022-304**

Dear Council Members:

Downtown Detroit Partnership is requesting permission to install lights on 260 pole locations for holiday décor around the downtown area.

The Public Lighting Authority has inspected poles and finds them to be structurally sound and is recommending approval for the Downtown Detroit Partnership to install holiday lighting on poles on Michigan, Cass, Congress, Washington, Monroe, Griswold, State, Madison, Beaubien, Jefferson and Woodward from November 11, 2022, to March 15, 2023.

Respectfully Submitted,

Beau Taylor

Beau Taylor, Executive Director
Public Lighting Authority

Enclosure: Petition

cc: Council Members
File
PLD



CITY OF DETROIT

Choose an item.

Choose an item.

MEMORANDUM

To: Click here to enter text.

Through: Click here to enter text.

From: Choose an item.

Date: 9/17/2020

RE: Click here to enter text.

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.



City of Detroit Detroit City Council

FROM THE DESK OF
Mary Waters, Member At-Large
2 Woodward Avenue, Suite 1340 Detroit, MI 48226

MEMORANDUM

To: David Whitaker, Legislative Policy Division

Through: Mary Sheffield, City Council President

Also Through: Gabriela Santiago-Romero, Chair, Public Health and Safety

Date: 10/3/22

RE: Property Management Companies and Rental Certificates of Compliance

Please prepare a report containing the following information:

1. Please provide a list of residential property management companies that operate units within the 144 square miles of Detroit.
2. Of those property management companies, please provide:
 - a. the number of their total housing units each company holds
 - b. the number of those total units that are registered as rentals, with a valid certificate of compliance.

Please provide a written response to this inquiry by **October 31, 2022**.



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

June 14, 2022

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

Re: Amendment To Chapter 17 of the 2019 Detroit Municipal Code, *Finance and Taxation*; Article V, *Purchases and Supplies*; Division 1, *Goods and Services*; Subdivision B, *Purchasing of City Goods and Services*; by amending Section 18-5-4, *Policy encouraging purchase of environmentally preferable goods and services; preference for bidders offering environmentally-preferable goods and services; criteria*

Honorable City Council:

The Law Department has prepared an ordinance proposed by Councilman Scott R. Benson, which addresses the policy encouraging the purchase of environmentally preferable goods and services. This local law will be amending Chapter 17 of the 2019 Detroit City Code, *Finance and Taxation*, Article V, *Purchases and Supplies*, Division 1, *Goods and Services*, Subdivision B, *Purchasing of City Goods and Services*, by amending Section 17-5-14, *Policy encouraging purchase of environmentally preferable goods and services; preference for bidders offering environmentally-preferable goods and services; criteria*, to establish that environmentally-preferable goods be given preference to goods that are not-environmentally-preferable, if their price is within 12 % of the not environmentally-preferable items.

A copy of the ordinance which has been approved as to form is attached for your review and consideration.

Respectfully submitted,

/s/ Vie Serifovski
Vie Serifovski
Assistant Corporation Counsel
Municipal Section

Enclosure

cc: Gail Fulton, Mayor's Liaison

S U M M A R Y

This ordinance amends Chapter 17 of the 2019 Detroit City Code, *Finance and Taxation*, Article V, *Purchases and Supplies*, Division 1, *Goods and Services*, Subdivision B, *Purchasing of City Goods and Services*, by amending Section 17-5-14, *Policy encouraging purchase of environmentally preferable goods and services; preference for bidders offering environmentally-preferable goods and services; criteria*, to establish that environmentally-preferable goods be given preference to goods that are not-environmentally-preferable, if their price is within 12 % of the not environmentally-preferable items.

1 **BY COUNCIL MEMBER _____:**

2 **AN ORDINANCE** to amend Chapter 17 of the 2019 Detroit City Code, *Finance and*
3 *Taxation*, Article V, *Purchases and Supplies*, Division 1, *Goods and Services*, Subdivision B,
4 *Purchasing of City Goods and Services*, by amending Section 17-5-14, *Policy encouraging*
5 *purchase of environmentally preferable goods and services; preference for bidders offering*
6 *environmentally-preferable goods and services; criteria*, to establish that environmentally-
7 preferable goods be given preference to goods that are not-environmentally-preferable, if their
8 price is within 12 % of the not environmentally-preferable items.

9 **IT IS HEREBY ORDAINED BY THE PEOPLE OF THE CITY OF DETROIT**
10 **THAT:**

11 **Section 1.** Chapter 17 of the 1984 Detroit City Code, *Finance and Taxation*: be amended
12 by amending Article V, *Purchases and Supplies*: Division 1, *Goods and Services*, Subdivision B,
13 *Purchasing of City Goods and Services*, Section 17-5-14, to read as follows:

14 **CHAPTER 17. FINANCE AND TAXATION**

15 **ARTICLE V. PURCHASES AND SUPPLIES**

16 **DIVISION 1. GOODS AND SERVICES**

17 **Subdivision B. Purchasing of City Goods and Services**

18 **Sec. 17 -5- 14. Policy encouraging purchase of environmentally-preferable goods and**
19 **services; preference for bidders offering environmentally-preferable goods and services;**
20 **criteria.**

21 (a) In developing plans, drawings, work statements, specifications, or other product
22 descriptions, the city shall purchase environmentally-preferable products or services. This
23 includes, but is not limited to, products that are durable, recyclable, reusable, readily

1 biodegradable, energy efficient, made from recycled materials, and nontoxic. In addition, the city
2 shall employ: 1) Environmental Protection Agency's Final Guidance on Environmentally
3 Preferable Purchasing; and 2) United States Federal Trade Commission's Environmental
4 Marketing Guidelines, as a means of articulating substantiation of "green standards" to ensure that
5 products and services are compatible with the intent of this division, and to encourage purchasing
6 behavior that minimizes negative impact upon the environment and the efficient use of natural,
7 scarce resources.

8 (b) In determining whether a bidder or proposer offers services that are
9 environmentally-preferable, the city shall determine whether the bidder or proposer utilizes
10 environmentally-preferable products.

11 (c) In order to further this policy, the city shall purchase products and services based
12 on long-term environmental and operating costs, and find ways to include environmental and
13 social costs in short-term prices, as follows:

14 (1) Where the price of environmentally-preferable goods is lower than the price of
15 goods that are not environmentally-preferable, the environmentally-prefer- able
16 goods shall be given preference;

17 (2) Where the price of environmentally-preferable goods is equal to the price of goods
18 that are not environmentally-preferable, the environmentally-preferable goods shall
19 be given preference; and

20 (3) Where the price of environmentally-preferable goods is higher than the price of
21 goods that are not environmentally-preferable, the goods that are not
22 ~~environmentally-preferable shall be given preference~~ environmentally-preferable

1 shall be given preference if their price is within 12% of the not environmentally-
2 preferable items.

3 (d) In determining whether a bidder or proposer offers goods that are environmentally-
4 preferable, the city shall determine whether the bidder or proposer meets each of the following
5 criteria:

6 (1) The environmentally-preferable product is available;

7 (2) The environmentally-preferable product meets applicable standards;

8 (3) The environmentally-preferable product can be substituted for a comparable
9 product that is not environmentally- preferable;

10 (4) The product is clearly identified as "recycled" and not as "recyclable" or other such
11 derived but non-equivalent term; and

12 (5) Where required in the Solicitation Document, offerors certify in their submitted
13 offers the minimum, if not exact, percentage of post-consumer waste and total
14 recovered materials content in the products offered.

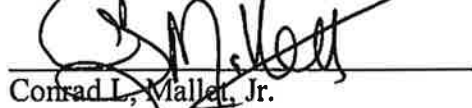
15 **Section 2.** This ordinance is hereby declared necessary to preserve the public peace, health,
16 safety, and welfare of the people of the City of Detroit.

17 **Section 3.** All ordinances, or parts of ordinances, that conflict with this ordinance are
18 repealed.

19 **Section 4.** In the event this ordinance is passed by two-thirds (2/3) majority of City Council
20 Members serving, it shall be given immediate effect and become effective upon publication in
21 accordance with Section 4-118 of the 2012 Detroit City Charter. Where this ordinance is passed

- 1 by less than a two-thirds (2/3) majority of City Council Members serving, it shall become effective
- 2 on the thirtieth (30) day after enactment, or on the first business day thereafter, in accordance with
- 3 Section 4-118 of the 2012 Detroit City Charter.

Approved as to form:



Conrad L. Mallet, Jr.
Corporation Counsel

September 26, 2022

NOTICE OF PUBLIC HEARING ON PROPOSED ORDINANCE TO AMEND
CHAPTER 17 of the 2019 Detroit City Code, Finance and Taxation, Article V, Purchases and Supplies, Division 1, Goods and Services, Subdivision B, Purchasing of City Goods and Services, etc.

SUMMARY

Proposed ordinance To amend Chapter 17 of the 2019 Detroit City Code, Finance and Taxation, Article V, Purchases and Supplies, Division 1, Goods and Services, Subdivision B, Purchasing of City Goods and Services, by amending Section 17-5-14, Policy encouraging purchase of environmentally preferable goods and services; preference for bidders offering environmentally-preferable goods and services; criteria, to establish that environmentally-preferable goods be given preference to goods that are not-environmentally-preferable, if their price is within 12 % of the not environmentally-preferable items.

Pursuant to the Michigan Open Meetings Act as amended, which authorizes the continued use of hybrid electronic meetings to provide virtual public participation in accordance with the requirements of MCL 15.263a(2), and in consideration of the ongoing and continuing pandemic, the Detroit City Council will be meeting **in person** in the **City Council Committee of the Whole Room, 13th Floor, Coleman A. Young Municipal Center** on **Wednesday, October 5, 2022, at 1:00 p.m.** for a Public Hearing in its **Budget, Finance and Audit Standing Committee** and will provide opportunity for virtual attendance.

The Public Hearing may be viewed in the following manner:

1. Watch via television
 - Comcast: Channel 10
 - ATT: From Channel 99, click Detroit, then Channel 10
2. Watch online by using <https://detroitmi.gov/government/city-council> and clicking on Channel 10.
3. To attend by phone only, call one of these numbers:
+1-929-436-2866, +1-312-626-6799, +1-669-900-6833, +1-253-215-8782, +1-301-715 8592, or +1-346-248-7799 Enter Meeting ID: 858 4690 3626
4. To attend online: <https://Detroitmi.gov/Online-CC-Meeting>

Public Comment:

To participate at the time of Public Comment, please raise your hand within the zoom application.

1. Telephone participants: Raise your hand by pressing *9
2. Web participants: Raise your hand by clicking **raise hand** in the application or pressing
 - a. Windows computer = [ALT] + [Y]
 - b. Apple computers = [OPTION] + [Y]

To be consistent with how Public Comment has been handled for in-person meetings:

- You will be called on in the order in which your hand is raised
- All time limits set by the meeting Chair will still be enforced
- Any hands raised after the Chair ends submission of public comments, will not be able to speak at the meeting

All interested persons are invited to be present and be heard as to their views. Persons making oral presentations are encouraged to submit written copies to the City Clerk's Office CityClerkHelpDesk@detroitmi.gov via e-mail, for the record.

With advance notice of seven calendar days, the City of Detroit will provide interpreter services at public meetings, including American Sign Language, language translation and reasonable ADA accommodations. Please contact Civil Rights, Inclusion and Opportunity Department at (313) 224-4950, through the TTY number 711, or email crio@detroitmi.gov to schedule these services.

JANICE M. WINFREY
City Clerk

JMW/lj



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of the Assessor
FILE NUMBER: OCFO-Office of the Assessor-0024

*** RE:**

Submitting reso. autho. Left Field 2020 Limited Dividend Housing Association L.L.C. – Payment in Lieu of Taxes (PILOT)

*** SUMMARY:**

American Community Developers, Inc. has formed Left Field 2020 Limited Dividend Housing Association L.L.C., a Michigan Limited Liability Company in order to develop the Project known as Left Field (the "Project").

*** RECOMMENDATION:**

Recommend approval.

*** DEPARTMENTAL CONTACT:**

Name: Janet Burke
Position: Financial Analyst II, OCFO, Office of the Assessor

***=REQUIRED**



OFFICE OF THE CHIEF FINANCIAL OFFICER
Office of the Assessor

Coleman A. Young Municipal Center Phone 313•224•3011
2 Woodward Avenue, Suite 824 Fax 313•224•9400
Detroit, Michigan 48226 www.detroitmi.gov

September 15, 2022

Honorable City Council

RE: Left Field 2020 Limited Dividend Housing Association L.L.C. – Payment in Lieu of Taxes (PILOT)

American Community Developers, Inc. has formed Left Field 2020 Limited Dividend Housing Association L.L.C., a Michigan Limited Liability Company in order to develop the Project known as Left Field (the "Project"). The Project is a mixed-income, new construction six-story building that will consist of sixty (60) units located in an area bounded by the West Fisher Service Drive on the north, Trumbull on the east, Michigan Avenue on the south and Cochrane on the west (the former Tigers Stadium block).

The Project consists of twenty-five (25) one-bed, one-bath units, fifteen (15) two-bed, two-bath units, six (6) three-bed, two-bath units and fourteen (14) studios apartments.

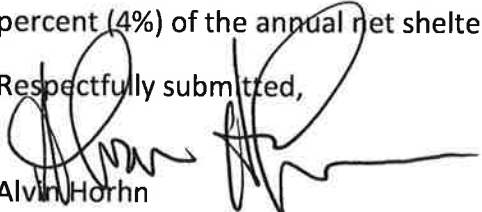
Citizens Bank, N.A. will provide a construction and permanent mortgage loan in the amount of up to \$10,000,000. CREA LLC will make Capital Contributions of \$15,650,000 which includes the purchase of Low Income Housing Tax Credits. The City of Detroit will provide a HOME loan in the amount of \$1,000,000. Additionally, the Sponsor has agreed to defer \$1,112,545 of the developer fee.

Rent and income limits will apply to forty-eight (48) of sixty (60) apartment units ranging from thirty percent (30%) to eighty percent (80%) area median income, adjusted for family size. There are also twelve (12) market rate units. All sixty (60) 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 Horn

Deputy CFO/Assessor

Attachment

JB/jb



BY COUNCIL MEMBER _____

WHEREAS, pursuant to the provisions of the Michigan State Housing Development Act, Act 346 of the Public Acts of 1966, as amended, being MCL 125.1401 se seq. (the “Act”), a request for exemption from property taxes has been received on behalf of American Community Developers, 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 constructing a housing project to be known as Left Field, consisting of sixty (60) units in an apartment building located on a parcel of property owned by the Sponsor as described by street address and tax parcel in Exhibit A to this resolution, with forty-eight (48) of sixty (60) 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 Left Field 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 one certified copy of this resolution; and be it further

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



EXHIBIT A

Left Field 2020 Limited Dividend Housing Association L.L.C.

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

E COCHRANE PT OF 109-111, 113, 115, 116 AND ALL 112 PLAT P.C.27 L2 P5; PT OF 47-53 AND 63 THRU 69 JULIANA T ABBOTTS SUB L5 P36 INCL VAC KALINE DR, VAC CHERRY ST AND VAC ALLEYS ADJ; ALL DESC AS COMM AT N LINE MICHIGAN AVE (120 FT) AND E LINE LINE OF COCHRANE AVE (65 FT WD) TH N 23D 42M 59S W 458.48 FT TO POB TH N 23D 42M 59S W 198.31 FT TH N 68D 48M 15S E 100.84 FT TH N 66D 14M 47S E 20.00 FT TH N 66D 27M 12S E 184.76 FT TH S 23D 38M 17S E 105.68 FT TH S 66D 46M 55S W 230.62 FT TH S 23D 13M 38S E 89.89 FT TH S 66D 27M 12S W 73.98 FT TO POB 198.31 IRREG, 0.90 AC

Tax Parcel No. Ward 08, item 000580-1

Property Address: 2310 Cochrane



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of the Assessor
FILE NUMBER: OCFO-Office of the Assessor-0023

*** RE:**

Submitting reso. autho. Springwells Partners MHT Limited Dividend Housing Association, LLC Payment in Lieu of Taxes (PILOT)

*** SUMMARY:**

MHT Housing, Inc. has formed Springwells Partners MHT Limited Dividend Housing Association, LLC in order to develop an existing four-building scattered site Project in the Springwells neighborhood.

*** RECOMMENDATION:**

Recommend approval.

*** DEPARTMENTAL CONTACT:**

Name: Janet Burke
Position: Financial Analyst II, OCFO, Office of the Assessor

***=REQUIRED**



OFFICE OF THE CHIEF FINANCIAL OFFICER
Office of the Assessor

Coleman A. Young Municipal Center Phone 313•224•3011
2 Woodward Avenue, Suite 824 Fax 313•224•9400
Detroit, Michigan 48226 www.detroitmi.gov

September 13, 2022

Honorable City Council

RE: Springwells Partners MHT Limited Dividend Housing Association, LLC – Payment in Lieu of Taxes (PILOT)

MHT Housing, Inc. has formed Springwells Partners MHT Limited Dividend Housing Association, LLC in order to develop an existing four-building scattered site Project in the Springwells neighborhood. The Project includes one 34-unit, one 15-unit, one 18-unit and one 22-unit building known as the Ferndale, Vernor, Claradale and Carson Apartments, respectively. The area is bounded by Pitt on the north, Springwells on the east, Homer on the south and Woodmere on the west.

The preservation and rehabilitation Project will include twenty-nine (29) 1 bedroom/1 bath, forty-five (45) 2 bedroom/1 bath and fifteen (15) 3 bedroom/1 bath apartments with supportive available parking. A rent subsidy reserve will be established to protect tenants against an increase in rent for a five-year period following the date of closing.

A construction loan in the amount of \$6,223,298, a permanent mortgage loan in the amount of \$3,416,998 and a permanent HOME loan in the amount of \$1,079,960 will be provided by the Michigan State Housing Development Authority ("MSHDA"). City Real Estate Advisors, LLC will make Capital Contributions of \$4,475,698 which includes the purchase of Low Income Housing Tax Credits. Additionally, the Sponsor is providing a Sellers Note in the amount of \$2,115,964 and has agreed to defer \$472,524 of the developer fee.

Rents for all units have been set at or below sixty percent (60%) of the area median income, adjusted for family size. All eighty-nine (89) units will be subject to the PILOT based on Section 15a of the State Housing Development Authority Act of 1966, as amended.

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

Respectfully submitted,

Alvin Horhn
Deputy CFO/Assessor
Attachment
JB/jb



BY COUNCIL MEMBER _____

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

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

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

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

WHEREAS, the Sponsor is proposing to undertake the rehabilitation of the Ferndale, Vernor, Claradale and Carson Apartments consisting of eighty-nine (89) units in four (4) buildings with supportive parking located on eight (8) parcels of property owned or to be acquired by the Sponsor as described by street address and tax parcel in Exhibit A to this resolution, with all eight-nine (89) 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 in the form of Low Income Housing Tax Credits, 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 Ferndale, Vernor, Claradale and Carson Apartments as described above is entitled to be exempt from taxation but subject to the provisions of a service charge of four percent (4%) for payment in lieu of taxes as set forth in Act No. 346 of the Public Acts of 1966, as amended, being MCL 125.1401, et seq.; and be it further

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

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

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

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

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



EXHIBIT A

Springwells Partners MHT Limited Dividend Housing Association, LLC

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

PARCEL 1 – Vernor Apartments:

N VERNOR HIGHWAY 4 AND 5, HARRAH'S TOLEDO AVENUE SUBDIVISION, AS RECORDED IN LIBER 16, PAGE 11 OF PLATS, WAYNE COUNTY RECORDS 20/191 62 X 108.36A PILOT – ACT 346 FLOORS 2 AND 3 OF STRUCTURE LOCATED ON ABOVE DESCRIPTION.

Tax Parcel No. Ward 20, item 004280.001P

Property Address: 8748 W. Vernor

PARCEL 2 – Claradale Apartments:

N VERNOR HIGHWAY 11 AND 12, HARRAH'S TOLEDO AVENUE SUBDIVISION, AS RECORDED IN LIBER 16, PAGE 11 OF PLATS, WAYNE COUNTY RECORDS 20/191 62 X 108.88A PILOT – ACT 346 FLOORS 2 AND 3 OF STRUCTURE LOCATED ON ABOVE DESCRIPTION.

Tax Parcel No. Ward 20, item 004285.001P

Property Address: 8640 W. Vernor

PARCEL 3 – Vernor Apartments parking:

LOTS 6 AND 7, HARRAH'S TOLEDO AVENUE SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 16, PAGE 11 OF PLATS, WAYNE COUNTY RECORDS.

Tax Parcel No. Ward 20, item 004281-2

Property Address: 8724 W. Vernor

PARCEL 4 – Ferndale Apartments parking:

LOT 142, VAN WINKLE'S SUBDIVISION OF THE EASTERLY 17.15 ACRES OF LOT 10 SHIPYARD TRACT, AS RECORDED IN LIBER 20, PAGE 36 OF PLATS, WAYNE COUNTY RECORDS.

Tax Parcel No. Ward 20, item 007701

Property Address: 2046 Cabot

PARCEL 5 – Carson Apartments:

LOTS 31 AND 32, HARRAH'S DIX AVENUE SUBDIVISION, AS RECORDED IN LIBER 17, PAGE 81 OF PLATS, WAYNE COUNTY RECORDS.

Tax Parcel No. Ward 20, item 007177

Property Address: 2439 Carson



EXHIBIT A – CON'T

Springwells Partners MHT Limited Dividend Housing Association, LLC

PARCEL 6 – Carson Apartments green space:

LOT 30, HARRAH'S DIX AVENUE SUBDIVISION, AS RECORDED IN LIBER 17, PAGE 81 OF PLATS, WAYNE COUNTY RECORDS.

Tax Parcel No. Ward 20, item 007178

Property Address: 2429 Carson

PARCEL 7 – Ferndale Apartments:

S W VERNOR HIGHWAY W 0.063 FT ON N LINE BG W 0.48 FT ON S LINE OF 149 AND 148 THRU 144, VAN WINKLE'S SUBDIVISION, AS RECORDED IN LIBER 20, PAGE 36 OF PLATS, WAYNE COUNTY RECORDS 20/188 152.563 IRREG PILOT – ACT 346 FLOORS 2 AND 3 OF STRUCTURE LOCATED ON ABOVE DESCRIPTION.

Tax Parcel No. Ward 20, item 004242.001P

Property Address: 8715 W. Vernor

PARCEL 8 – Ferndale Apartments parking:

LOT 143, VAN WINKLE'S SUBDIVISION OF THE EASTERLY 17.15 ACRES OF LOT 10 SHIPYARD TRACT, AS RECORDED IN LIBER 20, PAGE 36 OF PLATS, WAYNE COUNTY RECORDS.

Tax Parcel No. Ward 20, item 007702

Property Address: 2052 Cabot

City of Detroit
OFFICE OF THE CITY CLERK

Janice M. Winfrey
City Clerk

Andre P. Gilbert II
Deputy City Clerk

September 21, 2022

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

**Re: Application for Neighborhood Enterprise Zone Certificate for
Midtown West**

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 this application.

Respectfully submitted,



Andre P. Gilbert, II
Deputy City Clerk

APG:aj
Enc.

Lauren Hood, MCD
Chairperson
Donovan Smith
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
Kenneth R. Daniels
David Esparza, AIA, LEED
Ritchie Harrison
Gwen Lewis
Melanie Markowicz
Frederick E. Russell, Jr.

September 20, 2022

HONORABLE CITY COUNCIL

RE: Neighborhood Enterprise Zone Certificate Application for the construction of a new 67-unit multi-family mixed-use building at 900 Tuscola Street in the Midtown West Neighborhood Enterprise Zone area (RECOMMEND APPROVAL)

The office of the City Clerk forwarded to the City Planning Commission (CPC) staff an application requesting a Neighborhood Enterprise Zone (NEZ) certificate for the construction of a new 5-story multi-family building at 900 Tuscola with 67 rental apartments and one commercial/retail space.

The petitioner, PDH Parcel 1, LLC, is the Procida Development Group which has been active in Detroit redevelopment projects since 2015. The property is generally located near the north side of the newly extended Tuscola west 4th Street – the site of the former Wigle Recreation Center.


In 2017 and 2018, the project was part of Wigle – Midwest West Community Benefit Ordinance (CBO) review. Overall, the project will include approximately 200 for-sale and rental units. For the CBO, the project agreed to provide the following: 2.5% of the units at 40% of the Detroit SMSA area median income (AMI), 5% of the units at 60% AMI, and 2.5% of the units at 80% AMI.

The subject request involves the 2nd phase to be built referred to as Parcel 1 South. Of 67 units, there will be 3 studios, 30 one-bedroom, 31 two-bedrooms, and 3 three-bedroom units; ten of the units will be affordable – 2 units at 40% AMI, 7 units at 60% AMI and 1 unit at 80% AMI.

The subject property has been confirmed as being within the boundaries of the Midtown West NEZ, which was established by City Council on February 28, 2019 and should be eligible for NEZ certificate under the State NEZ Act (Act 147 of 1992) as currently written. It appears the NEZ certificate applications have been submitted prior to the issuance of applicable building permits – the NEZ Act (Act 147 of 1992) states the applications must be filed before a building permit is issued. The petitioner submitted the NEZ certificate application dated August 16, 2022, to the City Clerk.

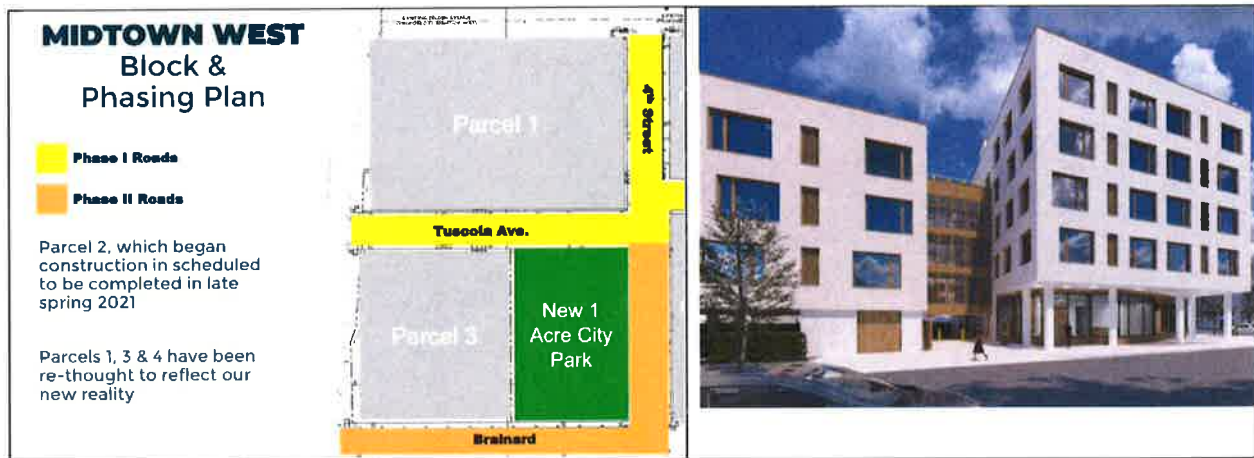
CPC staff has reviewed the applications and recommends approval. Attached is a resolution for Your consideration. Please contact our office should you have any questions.

Respectfully submitted,



Marcell R. Todd, Jr., Director CPC
Christopher J. Gulock, AICP, Planner

cc: Angela Jones, City Clerk



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 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.

NOW, THEREFORE, BE IT RESOLVED, That the Detroit City Council approves the submission of the application to the State Tax Commission, and, if applicable, the City Council concurs with the issuance of the certificate if the application was filed not more than 6 months after the date of the issuance of a building permit for the facility.

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

| <u>Zone</u> | <u>Address</u> | <u>Application No.</u> |
|--------------|--|------------------------|
| Midtown West | 900 Tuscola (residential rental units 1-67) | 07-0859 |



DEPARTMENTAL SUBMISSION

DEPARTMENT: Legislative Policy Division - City
Planning
FILE NUMBER: Legislative Policy Division - City
Planning -0210

*** RE:**

Submitting reso. autho.

*** SUMMARY:**

Neighborhood Enterprise Zone Certificate Application for the construction of a new single-family house at 3013 Cochrane in the North Corktown Neighborhood Enterprise Zone area (RECOMMEND APPROVAL)

*** RECOMMENDATION:**

Recommend Approval

*** DEPARTMENTAL CONTACT:**

Name: Sabrina Shockley
Position: Administrative Assistant

***=REQUIRED**

Lauren Hood, MCD
Chairperson
Donovan Smith
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
Kenneth R. Daniels
David Esparza, AIA, LEED
Ritchie Harrison
Gwen Lewis
Melanie Markowicz
Frederick E. Russell, Jr.

September 27, 2022

HONORABLE CITY COUNCIL

RE: Neighborhood Enterprise Zone Certificate Application for the construction of a new single-family house at 3013 Cochrane in the North Corktown Neighborhood Enterprise Zone area (RECOMMEND APPROVAL)

The office of the City Clerk forwarded to the City Planning Commission (CPC) an application requesting a Neighborhood Enterprise Zone (NEZ) certificate for the construction of a single-family house at 3013 Cochrane.

The petitioner is Breck Crandell, a local architect. The property is located on the west side of Cochrane Street between Elm and Butternut Streets in the North Corktown area. The site is a small vacant lot measuring 30 feet by 100 feet. Mr. Crandell is proposing to build a single-family house for his family containing 1,500 square feet including three bedrooms and two baths with a detached single car garage. The estimated project cost is \$350,000.

The subject property has been confirmed as being within the boundaries of the North Corktown NEZ, which was established by City Council on April 15, 2003 and should be eligible for NEZ certificate under the State NEZ Act (Act 147 of 1992) as currently written. It appears the NEZ certificate application has been submitted prior to the issuance of applicable building permits – the NEZ Act (Act 147 of 1992) states the applications must be filed before a building permit is issued. The petitioner submitted the NEZ certificate application dated September 12, 2022, to the City Clerk.

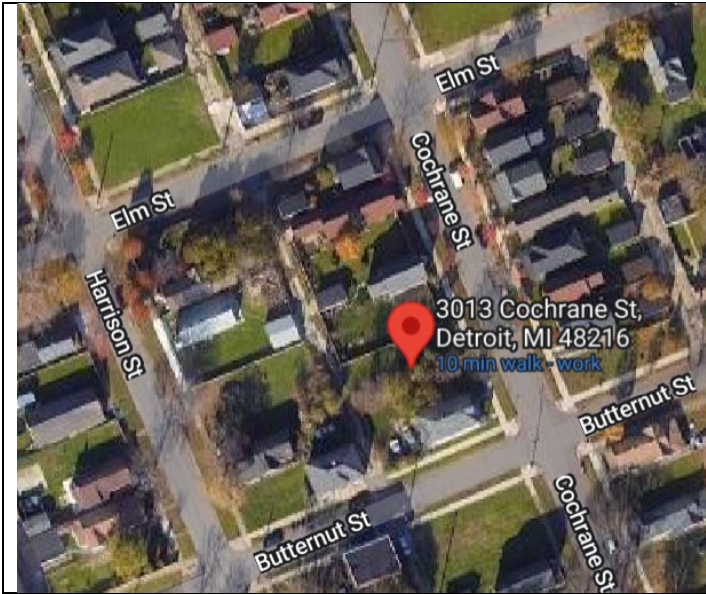
CPC staff has reviewed the application and recommends approval. Attached is a resolution for Your consideration. Please contact our office should you have any questions.

Respectfully submitted,



Marcell R. Todd, Jr., Director CPC
Christopher J. Gulock, AICP, Planner

cc: Angela Jones, City Clerk



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 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.

NOW, THEREFORE, BE IT RESOLVED, That the Detroit City Council approves the submission of the application to the State Tax Commission, and, if applicable, the City Council concurs with the issuance of the certificate if the application was filed not more than 6 months after the date of the issuance of a building permit for the facility.

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

| <u>Zone</u> | <u>Address</u> | <u>Application No.</u> |
|----------------|----------------|------------------------|
| North Corktown | 3013 Cochrane | 07-0874 |



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement
FILE NUMBER: OCFO-Office of Contracting &
Procurement-1614

RE:

Submitting Reso. Autho. Contract No. 6001289-A3

SUMMARY:

6001289 100% City Funding – AMEND 3 –To Provide an Extension of Time Only for Citywide Cellular Devices and Services. – Contractor: Cellco Partnership dba Verizon Wireless – Location: One Verizon Way, Basking Ridge, NJ 07920 – Contract Period: Upon City Council Approval through January 31, 2023 – Amended Contract Amount: \$0.00. **DoIT**

Total Contract Amount: \$7,500,000.00

Previous Contract Period: August 28, 2018 through September 30, 2022

RECOMMENDATION:

6001289 100% City Funding – AMEND 3 –To Provide an Extension of Time Only for Citywide Cellular Devices and Services. – Contractor: Cellco Partnership dba Verizon Wireless – Location: One Verizon Way, Basking Ridge, NJ 07920 – Contract Period: Upon City Council Approval through January 31, 2023 – Amended Contract Amount: \$0.00. **DoIT**

Total Contract Amount: \$7,500,000.00

Previous Contract Period: August 28, 2018 through September 30, 2022

BYChoose an item.

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

RESOLVED: that Contract No. 6001289-A3 referred to in the foregoing communication dated September 29, 2022 be hereby and is approved.

DEPARTMENTAL CONTACT:

Name: Alexandria Vaughn-Powe
Position: Procurement Assistant



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement
FILE NUMBER: OCFO-Office of Contracting &
Procurement-1602

RE:

Submitting Reso. Autho. Contract No. 6001570-A2

SUMMARY:

6001570 100% City Funding – AMEND 2 – To Provide an Extension of Time and an Increase of Funds for Legal Consultant Services for Noticing, Claims Management, Reconciliation, Plan Solicitation, Balloting, Disbursements and Computer Software Support to the City of Detroit’s Law Department in connection with the City of Detroit Bankruptcy Case #13-53846. – Contractor: Kurtzman Carson Consultants, LLC – Location: 452 Fifth Avenue, New York, NY 10018 – Contract Period: Upon City Council Approval through December 31, 2024 – Contract Increase Amount: \$200,000.00 – Total Contract Amount: \$450,000.00. **LAW**

Previous Contract Period: November 28, 2017 through December 31, 2023

RECOMMENDATION:

6001570 100% City Funding – AMEND 2 – To Provide an Extension of Time and an Increase of Funds for Legal Consultant Services for Noticing, Claims Management, Reconciliation, Plan Solicitation, Balloting, Disbursements and Computer Software Support to the City of Detroit’s Law Department in connection with the City of Detroit Bankruptcy Case #13-53846. – Contractor: Kurtzman Carson Consultants, LLC – Location: 452 Fifth Avenue, New York, NY 10018 – Contract Period: Upon City Council Approval through December 31, 2024 – Contract Increase Amount: \$200,000.00 – Total Contract Amount: \$450,000.00. **LAW**

Previous Contract Period: November 28, 2017 through December 31, 2023

BY Choose an item.

Sandra Yu Stahl, Chief Procurement Officer
Office of Contracting and Procurement

RESOLVED: that Contract No. 6001570-A2 referred to in the foregoing communication dated September 22, 2022 be hereby and is approved.

DEPARTMENTAL CONTACT:

Name: Alexandria Vaughn-Powe
Position: Procurement Assistant



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement
FILE NUMBER: OCFO-Office of Contracting &
Procurement-1613

RE:

Submitting Reso. Autho. Contract No. 6001286-A3

SUMMARY:

6001286 100% City Funding – AMEND 3 –To Provide an Extension of Time Only for Citywide Cellular Devices and Services. – Contractor: T Mobile – Location: 12920 SE 38th Street, Bellevue, WA 98006 – Contract Period: Upon City Council Approval through January 31, 2023 – Amended Contract Amount: \$0.00. **DoIT**

Total Contract Amount: \$4,500,000.00

Previous Contract Period: November 21, 2018 through September 30, 2022

RECOMMENDATION:

6001286 100% City Funding – AMEND 3 –To Provide an Extension of Time Only for Citywide Cellular Devices and Services. – Contractor: T Mobile – Location: 12920 SE 38th Street, Bellevue, WA 98006 – Contract Period: Upon City Council Approval through January 31, 2023 – Amended Contract Amount: \$0.00. **DoIT**

Total Contract Amount: \$4,500,000.00

Previous Contract Period: November 21, 2018 through September 30, 2022

BY Choose an item.

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

RESOLVED: that Contract No. 6001286-A3 referred to in the foregoing communication dated September 29, 2022 be hereby and is approved.

DEPARTMENTAL CONTACT:

Name: Alexandria Vaughn-Powe
Position: Procurement Assistant



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement
FILE NUMBER: OCFO-Office of Contracting &
Procurement-1615

RE:

Submitting Reso. Autho. Contract No. 3060025

SUMMARY:

3060025 100% City Funding – To Provide Invoice Payments Related to Primary Elections. – Contractor: Detroit Regional Convention Facility Authority (DRCFA) – Location: 1 Washington Boulevard, Suite 401, Detroit, MI 48226 – Contract Period: Upon City Council Approval through September 30, 2023 – Total Contract Amount: \$121,120.00.
ELECTIONS

RECOMMENDATION:

3060025 100% City Funding – To Provide Invoice Payments Related to Primary Elections. – Contractor: Detroit Regional Convention Facility Authority (DRCFA) – Location: 1 Washington Boulevard, Suite 401, Detroit, MI 48226 – Contract Period: Upon City Council Approval through September 30, 2023 – Total Contract Amount: \$121,120.00.
ELECTIONS

BY Choose an item.

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

RESOLVED: that Contract No. 3060025 referred to in the foregoing communication dated September 29, 2022 be hereby and is approved.

DEPARTMENTAL CONTACT:

Name: Alexandria Vaughn-Powe
Position: Procurement Assistant



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement
FILE NUMBER: OCFO-Office of Contracting &
Procurement-1603

RE:

Submitting Reso. Autho. Contract No. 6003466-A1

SUMMARY:

6003466 100% City Funding – AMEND 1 – To Provide an Extension of Time and an Increase of Funds for Litigation Services in the L. Boyd, J. Webb v City of Detroit Case (Case No. 18-01872-NF) and Any Other Mature Litigation Matters Involving Significant Exposure. – Contractor: Cardelli Lanfear, P.C. – Location: 322 W Lincoln, Royal Oak, MI 48067 – Contract Period: Upon City Council Approval through December 31, 2024 – Contract Increase Amount: \$200,000.00 – Total Contract Amount: \$400,000.00. **LAW**

Original Contract Period: February 10, 2021 through March 28, 2023

RECOMMENDATION:

6003466 100% City Funding – AMEND 1 – To Provide an Extension of Time and an Increase of Funds for Litigation Services in the L. Boyd, J. Webb v City of Detroit Case (Case No. 18-01872-NF) and Any Other Mature Litigation Matters Involving Significant Exposure. – Contractor: Cardelli Lanfear, P.C. – Location: 322 W Lincoln, Royal Oak, MI 48067 – Contract Period: Upon City Council Approval through December 31, 2024 – Contract Increase Amount: \$200,000.00 – Total Contract Amount: \$400,000.00. **LAW**

Original Contract Period: February 10, 2021 through March 28, 2023

BY Choose an item.

Sandra Yu Stahl, Chief Procurement Officer
Office of Contracting and Procurement

RESOLVED: that Contract No. 6003466-A1 referred to in the foregoing communication dated September 22, 2022 be hereby and is approved.

DEPARTMENTAL CONTACT:

Name: Alexandria Vaughn-Powe
Position: Procurement Assistant



DEPARTMENTAL SUBMISSION

DEPARTMENT: Law

FILE NUMBER: Law-1540

*** RE:**

Submitting reso. autho. Settlement in Lawsuit of Coolidge Imaging, LLC d/b/a Parkwood Open Imaging (James Leddell) v City of Detroit

*** SUMMARY:**

Case Number: 20-015562-NF File Number: L21-00007 (MBC) (A20000) (DDOT) in the amount of **(\$4,625.00)** in full payment for any and all claims which **COOLIDGE IMAGING, LLC D/B/A PARKWOOD OPEN IMAGING** may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about **November 25, 2019**

*** RECOMMENDATION:**

RESOLVED, that settlement of the above matter be and is hereby authorized in the amount of **(\$4,625.00)**; and be it further

RESOLVED, that the Finance Director be and is hereby authorized and directed to draw a warrant upon the proper account in favor of **COOLIDGE IMAGING, LLC D/B/A PARKWOOD OPEN IMAGING and THEIR attorney, WHITING LAW**, in the amount of **(\$4,625.00)** in full payment for any and all claims which Coolidge Imaging, LLC d/b/a Parkwood Open Imaging may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about **November 25, 2019**, and otherwise set forth in Case No.20-015562-NF, that said amount be paid upon receipt of properly executed Releases, Stipulation and Order of Dismissal entered in Lawsuit No.20-015562-NF.

*** DEPARTMENTAL CONTACT:**

Name: Deanna Denby

Position: Paralegal

***=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 20, 2022

HONORABLE CITY COUNCIL

RE: COOLIDGE IMAGING, LLC D/B/A PARKWOOD OPEN IMAGING (JAMES LEDDELL) V CITY OF DETROIT
CASE NO: 20-015562-NF
FILE NO: L21-00007(MBC)

We have reviewed the above-captioned lawsuit, the facts and particulars of which are set forth in a confidential memorandum that is being separately hand-delivered to each member of Your Honorable Body. From this review, it is our considered opinion that a settlement in the amount of **FOUR THOUSAND SIX HUNDRED TWENTY-FIVE DOLLARS and ^{NO}/Cents (\$4,625.00)** is in the best interest of the City of Detroit.

We, therefore, request authorization to settle this matter in the amount of **FOUR THOUSAND SIX HUNDRED TWENTY-FIVE DOLLARS and ^{NO}/Cents (\$4,625.00)** and that Your Honorable Body direct the Finance Director to issue a draft in that amount payable to **COOLIDGE IMAGING, LLC D/B/A PARKWOOD OPEN IMAGING and THEIR attorney, WHITING LAW**, to be delivered upon receipt of properly executed Releases and Stipulation and Order of Dismissal entered in Lawsuit No. 20-015562-NF, approved by the Law Department.

Respectfully submitted,

/s/ Mary Beth Cobbs

Mary Beth Cobbs
Assistant Corporation Counsel

APPROVED:
CONRAD MALLET
Corporation Counsel

BY: /s/ Patrick Cunningham
Patrick Cunningham
Supervising Assistant Corporation Counsel

Attachments

R E S O L U T I O N

BY COUNCIL MEMBER _____:

RESOLVED, that settlement of the above matter be and is hereby authorized in the amount of **FOUR THOUSAND SIX HUNDRED TWENTY-FIVE DOLLARS and ^{NO}/Cents (\$4,625.00)**; and be it further

RESOLVED, that the Finance Director be and is hereby authorized and directed to draw a warrant upon the proper account in favor of **COOLIDGE IMAGING, LLC D/B/A PARKWOOD OPEN IMAGING and THEIR attorney, WHITING LAW**, in the amount of **FOUR THOUSAND SIX HUNDRED TWENTY FIVE DOLLARS and ^{NO}/Cents (\$4,625.00)** in full payment for any and all claims which Coolidge Imaging, LLC d/b/a Parkwood Open Imaging may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about **November 25, 2019**, and otherwise set forth in Case No.20-015562-NF, that said amount be paid upon receipt of properly executed Releases, Stipulation and Order of Dismissal entered in Lawsuit No.20-015562-NF.

APPROVED:
CONRAD MALLETT
Corporation Counsel

BY: /s/Patrick Cunningham
Patrick Cunningham
Supervising Assistant Corporation Counsel

Approved by City Council: _____

Approved by the Mayor: _____



DEPARTMENTAL SUBMISSION

DEPARTMENT: Law
FILE NUMBER: Law-1547

*** RE:**

Submitting reso. autho. Settlement lawsuit of D. Savage et al v. Matthew Bray et al

*** SUMMARY:**

Case No. 21-11242, File No. L21-00490 (BP) A37000 Police Department, Federal Rule of Civil Procedure 68 Offer to Accept Judgment for **\$5,000.00** on Curtis Williams and a Federal Rule of Civil Procedure Rule 68 Offer of Judgment for **\$5,000.00** on Plaintiff Jeanne Walsh, in full payment for any and all claims which Curtis Williams and Jeanne Walsh may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained

*** RECOMMENDATION:**

RESOLVED, that the City Law Department be and is hereby authorized to serve a Federal Rule of Civil Procedure 68 Offer to Accept Judgment for **Five Thousand Dollars and No/Cent (\$5,000.00)** on Curtis Williams and a Federal Rule of Civil Procedure Rule 68 Offer of Judgment for **Five Thousand Dollars and No/Cent (\$5,000.00)** on Plaintiff Jeanne Walsh, in full payment for any and all claims which Curtis Williams and Jeanne Walsh may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about, and otherwise set forth in Case No. 21-cv-11242.

*** DEPARTMENTAL CONTACT:**

Name: Lisa Szwast
Position: Legal Assistant

***=REQUIRED**



LAW DEPARTMENT

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

Phone 313•224•4550
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www.detroitmi.gov

September 27, 2022

HONORABLE CITY COUNCIL

RE: D. Savage, LLC, et al. v. Officer Matthew Bray, et al.
Case No: 21-cv-11242
File No: L21-00490 BP

The Law Department requests authorization to make Federal Rule of Civil Procedure 68 settlement offers for **Five Thousand Dollars and No/Cent (\$5,000.00)** each to Plaintiffs Curtis Williams and Jeanne Walsh, individually. If the offers are accepted, the Court will enter a judgment for those amounts and the City must issue payment accordingly.

Based upon our review of the facts and particulars of this lawsuit, which are set forth in a confidential memorandum that is being separately hand-delivered to each member of Your Honorable Body, it is our considered opinion that a settlement judgment in the amount of **Five Thousand Dollars and No/Cent (\$5,000.00)** each to Plaintiffs Curtis Williams and Jeanne Walsh is in the best interest of the City of Detroit.

We, therefore, request Your Honorable Body to authorize the Law Department to serve a Rule 68 Offer of Judgment for **Five Thousand Dollars and No/Cent (\$5,000.00)** to Curtis Williams and a Rule 68 Offer of Judgment for **Five Thousand Dollars and No/Cent (\$5,000.00)** to Plaintiff Jeanne Walsh.

Respectfully submitted,
/s/Ben Patterson

Ben Patterson
Senior Assistant Corporation Counsel

APPROVED:
CONRAD MALLETT
Corporation Counsel

BY: /s/James D. Noseda
James D. Noseda
Supervising Assistant Corporation Counsel

Attachments

R E S O L U T I O N

BY COUNCIL MEMBER _____:

RESOLVED, that settlement of the above matter as to Curtis Williams and Jeanne Walsh be and is hereby authorized in the total amount of **Ten Thousand Dollars and NO/Cents (\$10,000.00)**; and be it further

RESOLVED, that the City Law Department be and is hereby authorized to serve a Federal Rule of Civil Procedure 68 Offer to Accept Judgment for **Five Thousand Dollars and No/Cent (\$5,000.00)** on Curtis Williams and a Federal Rule of Civil Procedure Rule 68 Offer of Judgment for **Five Thousand Dollars and No/Cent (\$5,000.00)** on Plaintiff Jeanne Walsh, in full payment for any and all claims which Curtis Williams and Jeanne Walsh may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about, and otherwise set forth in Case No. 21-cv-11242.

APPROVED:
CONRAD MALLET
Corporation Counsel

BY: /s/James D. Nosed
James D. Nosed
Supervising Assistant Corporation Counsel

Approved by City Council: _____

Approved by the Mayor: _____



DEPARTMENTAL SUBMISSION

DEPARTMENT: Law

FILE NUMBER: Law-1544

*** RE:**

Submitting reso. autho. Settlement in lawsuit of Level 1 Physical Therapy et al. (Daylan Fields) v City of Detroit

*** SUMMARY:**

Case No. 21-170658-GC, File No. L21-01776 (SVD) A20000 (Department of Transportation) in the amount of **\$11,317.50** in full payment for any and all claims which Level 1 Physical Therapy and Momentum Spine & Sports Management may have against the City of Detroit and any other City of Detroit employees by reason of treatment provided to Daylan Fields for alleged injuries sustained on or about 05/10/2020

*** RECOMMENDATION:**

RESOLVED, that the Finance Director be and is hereby authorized and directed to draw a warrant upon the proper account in favor of **LEVEL 1 PHYSICAL THERAPY AND MOMENTUM SPINE & SPORTS MANAGEMENT** and **THEIR** attorney, **WIGOD & FALZON, P.C.**, in the amount of **\$11,317.50** in full payment for any and all claims which Level 1 Physical Therapy and Momentum Spine & Sports Management may have against the City of Detroit and any other City of Detroit employees by reason of treatment provided to Daylan Fields for alleged injuries sustained on or about 05/10/2020, and otherwise set forth in Case No. 21-170658-GC, that said amount be paid upon receipt of properly executed Releases, Stipulation and Order of Dismissal entered in Lawsuit No. 21-170658-GC and, where deemed necessary by the Law Department a properly executed Medicare/CMS Final Demand Letter.

*** DEPARTMENTAL CONTACT:**

Name: Andrea D'Agostino Keenan

Position: Paralegal

***=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 20, 2022

HONORABLE CITY COUNCIL

RE: Level 1 Physical Therapy et al. (Daylan Fields) v City of Detroit
Case No: 21-170658-GC
File No: L21-01776(SVD)

We have reviewed the above-captioned lawsuit, the facts, and particulars of which are set forth in a confidential memorandum that is being separately hand-delivered to each member of Your Honorable Body. From this review, it is our considered opinion that a settlement in the amount of **ELEVEN THOUSAND THREE HUNDRED SEVENTEEN DOLLARS AND ⁵⁰/CENTS (\$11,317.50)** is in the best interest of the City of Detroit.

We, therefore, request authorization to settle this matter in the amount of **ELEVEN THOUSAND THREE HUNDRED SEVENTEEN DOLLARS AND ⁵⁰/CENTS (\$11,317.50)** and that Your Honorable Body direct the Finance Director to issue a draft in that amount payable to **LEVEL 1 PHYSICAL THERAPY AND MOMENTUM SPINE & SPORTS MANAGEMENT** and **THEIR** attorney, **WIGOD & FALZON, P.C.**, to be delivered upon receipt of properly executed Releases and Stipulation and Order of Dismissal entered in Lawsuit No. 21-170658-GC, approved by the Law Department.

Respectfully submitted,

Sarah V. Domin
Sarah V. Domin
Assistant Corporation Counsel

APPROVED:
CONRAD MALLETT
Corporation Counsel

BY: /s/ Yuvonne R. Bradley
Yuvonne R. Bradley
Supervising Assistant Corporation Counsel

Attachments

R E S O L U T I O N

BY COUNCIL MEMBER _____:

RESOLVED, that settlement of the above matter be and is hereby authorized in the amount of **ELEVEN THOUSAND THREE HUNDRED SEVENTEEN DOLLARS AND ⁵⁰/CENTS (\$11,317.50)**; and be it further

RESOLVED, that the Finance Director be and is hereby authorized and directed to draw a warrant upon the proper account in favor of **LEVEL 1 PHYSICAL THERAPY AND MOMENTUM SPINE & SPORTS MANAGEMENT** and **THEIR** attorney, **WIGOD & FALZON, P.C.**, in the amount of **ELEVEN THOUSAND THREE HUNDRED SEVENTEEN DOLLARS AND ⁵⁰/CENTS (\$11,317.50)** in full payment for any and all claims which **LEVEL 1 PHYSICAL THERAPY AND MOMENTUM SPINE & SPORTS MANAGEMENT** may have against the City of Detroit and any other City of Detroit employees by reason of treatment provided to Daylan Fields for alleged injuries sustained on or about 05/10/2020, and otherwise set forth in Case No. 21-170658-GC, that said amount be paid upon receipt of properly executed Releases, Stipulation and Order of Dismissal entered in Lawsuit No. 21-170658-GC and, where deemed necessary by the Law Department a properly executed Medicare/CMS Final Demand Letter.

APPROVED:
CONRAD MALLETT
Corporation Counsel

BY: /s/Yuvonne R. Bradley
Yuvonne R. Bradley
Supervising Assistant Corporation Counsel

Approved by City Council: _____

Approved by the Mayor: _____



DEPARTMENTAL SUBMISSION

DEPARTMENT: Law
FILE NUMBER: Law-1542

*** RE:**

Submitting reso. autho. Settlement lawsuit of Deangelo Bond II and Brandon Davis-Perkins v City of Detroit

*** SUMMARY:**

Case No. 21-001790-NF, File No. L21-00166 (CBO) Department of Transportation, in the amount of **\$22,000.00** in full payment for any and all claims which DeAngelo Demond Bond may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained

*** RECOMMENDATION:**

RESOLVED, that the Finance Director be and is hereby authorized and directed to draw a warrant upon the proper account in favor of **DEANGELO DEMOND BOND** and **his attorney, THE MICHIGAN LAW FIRM, PLLC**, in the amount of **\$22,000.00** in full payment for any and all claims which DeAngelo Demond Bond may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about, and otherwise set forth in Case No.21-001790-NF, that said amount be paid upon receipt of properly executed Releases, Stipulation and Order of Dismissal entered in Lawsuit No. 21-001790-NF and, where deemed necessary by the Law Department a properly executed Medicare/CMS Final Demand Letter.

*** DEPARTMENTAL CONTACT:**

Name: Lisa Szwast
Position: Legal Assistant

***=REQUIRED**



LAW DEPARTMENT

Coleman A. Young Municipal Center
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Detroit, Michigan 48226-3437

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

September 7, 2022

HONORABLE CITY COUNCIL

RE: BOND, II, DEANGELO and BRANDON DAVIS-PERKINS v CITY OF DETROIT
CASE NO: 21-001790-NF
FILE NO: L21-00166 (CBO)

We have reviewed the above-captioned lawsuit, the facts and particulars of which are set forth in a confidential memorandum that is being separately hand-delivered to each member of Your Honorable Body. From this review, it is our considered opinion that a settlement in the amount of **TWENTY-TWO THOUSAND DOLLARS and ^{NO}/Cents (\$22,000.00)** is in the best interest of the City of Detroit.

We, therefore, request authorization to settle this matter in the amount of **TWENTY-TWO THOUSAND DOLLARS and ^{NO}/Cents (\$22,000.00)** and that Your Honorable Body direct the Finance Director to issue a draft in that amount payable to **DEANGELO DEMOND BOND** and **his attorney, THE MICHIGAN LAW FIRM, PLLC**, to be delivered upon receipt of properly executed Releases and Stipulation and Order of Dismissal entered in Lawsuit No.21-001790-NF, approved by the Law Department.

Respectfully submitted,

Crystal Olmstead
Senior Assistant Corporation Counsel

APPROVED:
CONRAD MALLETT
Corporation Counsel

BY: /s/James D. Nosed
James D. Nosed
Supervising Assistant Corporation Counsel

Attachments

R E S O L U T I O N

BY COUNCIL MEMBER _____:

RESOLVED, that settlement of the above matter be and is hereby authorized in the amount of **TWENTY-TWO THOUSAND DOLLARS and ^{NO}/Cents (\$22,000.00)**; and be it further

RESOLVED, that the Finance Director be and is hereby authorized and directed to draw a warrant upon the proper account in favor of **DEANGELO DEMOND BOND and his attorney, THE MICHIGAN LAW FIRM, PLLC**, in the amount of **TWENTY-TWO THOUSAND DOLLARS and ^{NO}/Cents (\$22,000.00)** in full payment for any and all claims which DeAngelo Demond Bond may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about, and otherwise set forth in Case No.21-001790-NF, that said amount be paid upon receipt of properly executed Releases, Stipulation and Order of Dismissal entered in Lawsuit No. 21-001790-NF and, where deemed necessary by the Law Department a properly executed Medicare/CMS Final Demand Letter.

APPROVED:
CONRAD MALLETT
Corporation Counsel

BY: /s/James D. Nosed
James D. Nosed
Supervising Assistant Corporation Counsel

Approved by City Council: _____

Approved by the Mayor: _____



DEPARTMENTAL SUBMISSION

DEPARTMENT: Law
FILE NUMBER: Law-1543

*** RE:**

Submitting reso. auth. Anesthesia Services Affiliates (Theresa Smith) v City of Detroit

*** SUMMARY:**

Case No. 21-141982 GC, File No. L20-00440 (YRB) A20000 (Department of Transportation) in the amount of **\$4,000.00** in full payment for any and all claims which Anesthesia Services Affiliates may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about January 11, 2016.

*** RECOMMENDATION:**

RESOLVED, that the Finance Director be and is hereby authorized and directed to draw a warrant upon the proper account in favor of **ANESTHESIA SERVICES AFFILIATES** and **THEIR** attorney, **THE LOBB LAW FIRM**, in the amount of **\$4,000.00** in full payment for any and all claims which Anesthesia Services Affiliates may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about January 11, 2016, and otherwise set forth in Case No. 21-141982 GC, that said amount be paid upon receipt of properly executed Releases, Stipulation and Order of Dismissal entered in Lawsuit No. 21-141982 GC and, where deemed necessary by the Law Department a properly executed Medicare/CMS Final Demand Letter.

*** DEPARTMENTAL CONTACT:**

Name: Andrea D'Agostino Keenan
Position: Paralegal

***=REQUIRED**



LAW DEPARTMENT

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Phone 313•224•4550
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www.detroitmi.gov

HONORABLE CITY COUNCIL

RE: **Anesthesia Services Affiliates (Theresa Smith) v City of Detroit**

Case No: 21-141982 GC

File No: L21-00440 (YRB)

We have reviewed the above-captioned lawsuit, the facts, and particulars of which are set forth in a confidential memorandum that is being separately hand-delivered to each member of Your Honorable Body. From this review, it is our considered opinion that a settlement in the amount of **FOUR THOUSAND DOLLARS AND NO/CENTS (\$4,000.00)** is in the best interest of the City of Detroit.

We, therefore, request authorization to settle this matter in the amount of **FOUR THOUSAND DOLLARS AND NO/CENTS (\$4,000.00)** and that Your Honorable Body direct the Finance Director to issue a draft in that amount payable to **ANESTHESIA SERVICES AFFILIATES** and **THEIR** attorney, **THE LOBB LAW FIRM**, to be delivered upon receipt of properly executed Releases and Stipulation and Order of Dismissal entered in Lawsuit No. 21-141982 GC, approved by the Law Department.

Respectfully submitted,

Yuvonne Bradley

/s/ Yuvonne Bradley

Supervising Assistant Corporation Counsel

APPROVED:

CONRAD MALLETT

Corporation Counsel

BY: /s/ Jerry L. Ashford

Jerry L. Ashford

Chief of Litigation

Attachments

R E S O L U T I O N

BY COUNCIL MEMBER _____:

RESOLVED, that settlement of the above matter be and is hereby authorized in the amount of **FOUR THOUSAND DOLLARS AND ^{NO}/CENTS (\$4,000.00)**; and be it further

RESOLVED, that the Finance Director be and is hereby authorized and directed to draw a warrant upon the proper account in favor of **ANESTHESIA SERVICES AFFILIATES** and **THEIR** attorney, **THE LOBB LAW FIRM**, in the amount of **FOUR THOUSAND DOLLARS AND ^{NO}/CENTS (\$4,000.00)** in full payment for any and all claims which Anesthesia Services Affiliates may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about January 11, 2016, and otherwise set forth in Case No. 21-141982 GC, that said amount be paid upon receipt of properly executed Releases, Stipulation and Order of Dismissal entered in Lawsuit No. 21-141982 GC and, where deemed necessary by the Law Department a properly executed Medicare/CMS Final Demand Letter.

APPROVED:
CONRAD MALLETT
Corporation Counsel

BY: /s/Jerry L. Ashford
Jerry L. Ashford
Chief of Litigation

Approved by City Council: _____

Approved by the Mayor: _____



DEPARTMENTAL SUBMISSION

DEPARTMENT: Law

FILE NUMBER: Law-1541

*** RE:**

Submitting reso. autho. Settlement in Lawsuit of Van Dyke Spinal Rehabilitation Center, PLLC (James Leddell) v City of Detroit

*** SUMMARY:**

Case Number: 20-015412-NF File Number: L20-00982 (MBC) (A20000) (DDOT) in the amount of **(\$15,000.00)** in full payment for any and all claims which **VAN DYKE SPINAL REHABILITATION CENTER, PLLC** may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about **November 25, 2019**

*** RECOMMENDATION:**

RESOLVED, that settlement of the above matter be and is hereby authorized in the amount of **(\$15,000.00)**; and be it further

RESOLVED, that the Finance Director be and is hereby authorized and directed to draw a warrant upon the proper account in favor of **VAN DYKE SPINAL REHABILITATION CENTER, PLLC and THEIR attorney, HAKIM, TOMA & YALDOO, P.C.**, in the amount of **(\$15,000.00)** in full payment for any and all claims which Van Dyke Spinal Rehabilitation Center, PLLC may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about **November 25, 2019**, and otherwise set forth in Case No.20-015412-NF, that said amount be paid upon receipt of properly executed Releases, Stipulation and Order of Dismissal entered in Lawsuit No.20-015412-NF.

*** DEPARTMENTAL CONTACT:**

Name: Deanna Denby

Position: Paralegal

***=REQUIRED**



LAW DEPARTMENT

Coleman A. Young Municipal Center
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Phone 313•224•4550
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September 14, 2022

HONORABLE CITY COUNCIL

**RE: VAN DYKE SPINAL REHABILITATION CENTER, PLLC (JAMES LEDDELL) V
CITY OF DETROIT**

CASE NO: 20-015412-NF

FILE NO: L20-00982 (MBC)

We have reviewed the above-captioned lawsuit, the facts and particulars of which are set forth in a confidential memorandum that is being separately hand-delivered to each member of Your Honorable Body. From this review, it is our considered opinion that a settlement in the amount of **FIFTEEN THOUSAND DOLLARS and ^{NO}/Cents (\$15,000.00)** is in the best interest of the City of Detroit.

We, therefore, request authorization to settle this matter in the amount of **FIFTEEN THOUSAND DOLLARS and ^{NO}/Cents (\$15,000.00)** and that Your Honorable Body direct the Finance Director to issue a draft in that amount payable to **VAN DYKE SPINAL REHABILITATION CENTER, PLLC and THEIR attorney, HAKIM, TOMA & YALDOO, P.C.**, to be delivered upon receipt of properly executed Releases and Stipulation and Order of Dismissal entered in Lawsuit No. 20-015412-NF, approved by the Law Department.

Respectfully submitted,

Mary Beth Cobbs
Mary Beth Cobbs
Assistant Corporation Counsel

APPROVED:
CONRAD MALLETT
Corporation Counsel

BY: /s/ Patrick Cunningham
Patrick Cunningham
Supervising Assistant Corporation Counsel

Attachments

R E S O L U T I O N

BY COUNCIL MEMBER _____:

RESOLVED, that settlement of the above matter be and is hereby authorized in the amount of **FIFTEEN THOUSAND DOLLARS and ^{NO}/Cents (\$15,000.00)**; and be it further

RESOLVED, that the Finance Director be and is hereby authorized and directed to draw a warrant upon the proper account in favor of **VAN DYKE SPINAL REHABILITATION CENTER, PLLC and THEIR attorney, HAKIM, TOMA & YALDOO, P.C.**, in the amount of **FIFTEEN THOUSAND DOLLARS and ^{NO}/Cents (\$15,000.00)** in full payment for any and all claims which Van Dyke Spinal Rehabilitation Center, PLLC may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about **November 25, 2019**, and otherwise set forth in Case No.20-015412-NF, that said amount be paid upon receipt of properly executed Releases, Stipulation and Order of Dismissal entered in Lawsuit No.20-015412-NF.

APPROVED:
CONRAD MALLETT
Corporation Counsel

BY: /s/Patrick Cunningham
Patrick Cunningham
Supervising Assistant Corporation Counsel

Approved by City Council: _____

Approved by the Mayor: _____



DEPARTMENTAL SUBMISSION

DEPARTMENT: Law
FILE NUMBER: Law-1550

*** RE:**

Submitting reso. auth. Legal Representation and Indemnification of Police Officer Brian Gadwell in lawsuit of Terrell Brown-Mosby v City of Detroit et al

*** SUMMARY:**

Case No. 21-10336; L22-01005 (RJB) A-37000 (Police Department) for Police Officer Brian Gadwell

*** RECOMMENDATION:**

Representation by the Law Department of the City employees or officers 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 Defendants arises out of or involves the performance in good faith of the official duties of such Defendants. We, further, recommend that the City undertake to indemnify the Defendants if there is an adverse judgment. We, therefore, recommend a "YES" vote on the attached resolution. 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 Employees or Officers in the lawsuit of Terrell Brown-Mosby v City of Detroit et al; Case No. 21-10336: Police Officer Brian Gadwell

*** DEPARTMENTAL CONTACT:**

Name: Myria Ross
Position: Senior Legal Secretary

***=REQUIRED**



LAW DEPARTMENT

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Detroit, Michigan 48226-3437

Phone 313•224•4550
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www.detroitmi.gov

July 14, 2022

HONORABLE CITY COUNCIL

**RE: Terrell Brown-Mosby v City of Detroit et al
Civil Action Case No. 22-10336**

Representation by the Law Department of the City employees or officers 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 Defendants arises out of or involves the performance in good faith of the official duties of such Defendants. We, further, recommend that the City undertake to indemnify the Defendants 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.

Employees or Officers requesting representation:

Police Officer Brian Gadwell, Badge 3645

Respectfully submitted,

Douglas Baker, Chief of Criminal
Enforcement and Quality of Life

APPROVED:

BY:

CONRAD L. MALLETT, JR.
CORPORATION COUNSEL

DB/mr

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 Employees or Officers in the lawsuit of **Terrell Brown-Mosby v City of Detroit et al; Case No. 22-10336:**

Police Officer Brian Gadwell, Badge 3645

APPROVED:

BY:



CONRAD L. MALLETT, JR.
CORPORATION COUNSEL



DEPARTMENTAL SUBMISSION

DEPARTMENT: Law
FILE NUMBER: Law-1549

*** RE:**

Submitting reso. auth. Legal Representation and Indemnification of Police Officer Steven Rauser in lawsuit of Terrell Brown-Mosby v City of Detroit et al

*** SUMMARY:**

Case No. 21-10336; L22-01005 (RJB) A-37000 (Police Department) for Police Officer Steven Rauser

*** RECOMMENDATION:**

Representation by the Law Department of the City employees or officers 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 Defendants arises out of or involves the performance in good faith of the official duties of such Defendants. We, further, recommend that the City undertake to indemnify the Defendants if there is an adverse judgment. We, therefore, recommend a "YES" vote on the attached resolution. 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 Employees or Officers in the lawsuit of Terrell Brown-Mosby v City of Detroit et al; Case No. 21-10336: Police Officer Steven Rauser

*** DEPARTMENTAL CONTACT:**

Name: Myria Ross
Position: Senior Legal Secretary

***=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

July 14, 2022

HONORABLE CITY COUNCIL

**RE: Terrell Brown-Mosby v City of Detroit et al
Civil Action Case No. 22-10336**

Representation by the Law Department of the City employees or officers 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 Defendants arises out of or involves the performance in good faith of the official duties of such Defendants. We, further, recommend that the City undertake to indemnify the Defendants 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.

Employees or Officers requesting representation:

Police Officer Steven Rauser, Badge 4379

Respectfully submitted,

Douglas Baker, Chief of Criminal
Enforcement and Quality of Life

APPROVED:

BY:

CONRAD L. MALLET, JR.
CORPORATION COUNSEL

DB/mr

Attachments

RESOLUTION

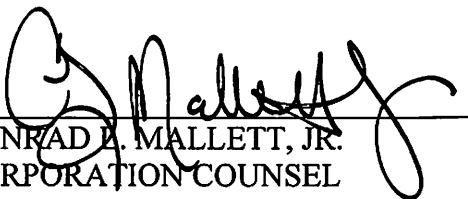
By Council Member _____:

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 Employees or Officers in the lawsuit of **Terrell Brown-Mosby v City of Detroit et al; Case No. 22-10336:**

Police Officer Steven Rauser, Badge 4379

APPROVED:

BY:


CONRAD E. MALLET, JR.
CORPORATION COUNSEL



DEPARTMENTAL SUBMISSION

DEPARTMENT: Law
FILE NUMBER: Law-1538

*** RE:**

Submitting reso. autho. Settlement in Lawsuit of Devon Lott and Select Specialists LLC v. Crystal Henderson and City of Detroit

*** SUMMARY:**

Case Number: 20-011925-NI File Number: L20-00746 (AA) (A20000) (DDOT) in favor of **DEVON LOTT and HIS attorneys, WIGOD & FALZON, P.C.** in the amount of **(\$44,000)**; and **SELECT SPECIALISTS LLC and THEIR attorneys MAKKI LAW, PLLC, P.C.** in the amount of **(\$10,000.00)**, in full payment for any and all claims which Devon Lott and Select Specialists LLC may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about **July 29, 2019**

*** RECOMMENDATION:**

RESOLVED, that settlement of the above matter be and is hereby authorized in the amount of **(\$54,000.00)**; and be it further

RESOLVED, that the Finance Director be and is hereby authorized and directed to draw two warrants upon the proper account in favor of **DEVON LOTT and HIS attorneys, WIGOD & FALZON, P.C.** in the amount of **(\$44,000)**; and **SELECT SPECIALISTS LLC and THEIR attorneys MAKKI LAW, PLLC, P.C.** in the amount of **(\$10,000.00)**, in full payment for any and all claims which Devon Lott and Select Specialists LLC may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about **July 29, 2019**, and otherwise set forth in Case No. 20-011925-NI consolidated with Case No. 20-009041-NF, that said amount be paid upon receipt of properly executed Releases, Stipulation and Order of Dismissal entered in Lawsuit No. 20-009041-NF and, where deemed necessary by the Law Department a properly executed Medicare/CMS Final Demand Letter.

*** DEPARTMENTAL CONTACT:**

Name: Deanna Denby

Position: Paralegal

***=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 8, 2022

HONORABLE CITY COUNCIL

**RE: DEVON LOTT AND SELECT SPECIALISTS LLC V. CRYSTAL HENDERSON
AND CITY OF DETROIT
CASE NO: 20-011925-NI
FILE NO: L20-00746 AA**

We have reviewed the above-captioned lawsuit, the facts and particulars of which are set forth in a confidential memorandum that is being separately hand-delivered to each member of Your Honorable Body. From this review, it is our considered opinion that a settlement in the amount of **FIFTY-FOUR THOUSAND DOLLARS and ^{NO}/Cents (\$54,000.00)** is in the best interest of the City of Detroit.

We, therefore, request authorization to settle this matter in the amount of **FIFTY-FOUR THOUSAND DOLLARS and ^{NO}/Cents (\$54,000.00)** and that Your Honorable Body direct the Finance Director to issue two drafts in the amount of **FORTY-FOUR THOUSAND DOLLARS and No Cents (\$44,000)** payable to **DEVON LOTT and HIS attorneys, WIGOD & FALZON, P.C.**; and **TEN THOUSAND DOLLARS (\$10,000.00)** payable to **SELECT SPECIALISTS LLC and THEIR attorneys MAKKI LAW, PLLC**, to be delivered upon receipt of properly executed Releases and Stipulation and Order of Dismissal entered in Lawsuit No. 20-011925-NI, approved by the Law Department.

Respectfully submitted,
/s/ Alfred Ashu
Alfred Ashu
ACC

APPROVED:
CONRAD MALLETT
Corporation Counsel

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

R E S O L U T I O N

BY COUNCIL MEMBER _____:

RESOLVED, that settlement of the above matter be and is hereby authorized in the amount of **FIFTY-FOUR THOUSAND DOLLARS and ^{NO}/Cents (\$54,000.00)**; and be it further

RESOLVED, that the Finance Director be and is hereby authorized and directed to draw two warrants upon the proper account in favor of **DEVON LOTT and HIS attorneys, WIGOD & FALZON, P.C.** in the amount of **FORTY-FOUR THOUSAND DOLLARS and No Cents (\$44,000)**; and **SELECT SPECIALISTS LLC and THEIR attorneys MAKKI LAW, PLLC, P.C.** in the amount of **TEN THOUSAND DOLLARS (\$10,000.00)**, in full payment for any and all claims which Devon Lott and Select Specialists LLC may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about **July 29, 2019**, and otherwise set forth in Case No. 20-011925-NI consolidated with Case No. 20-009041-NF, that said amount be paid upon receipt of properly executed Releases, Stipulation and Order of Dismissal entered in Lawsuit No. 20-009041-NF and, where deemed necessary by the Law Department a properly executed Medicare/CMS Final Demand Letter.

APPROVED:
CONRAD MALLETT
Corporation Counsel

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

Approved by City Council: _____

Approved by the Mayor: _____



DEPARTMENTAL SUBMISSION

DEPARTMENT: Law
FILE NUMBER: Law-1537

*** RE:**

Submitting reso. autho. Settlement in lawsuit of Foulks, Joe Louis v City of Detroit, et al.

*** SUMMARY:**

Case No. 20-10302, File No. L20-00470 (SVD) A37000 (Police Department) in the amount of **\$37,500.00** in full payment for any and all claims which Joe Louis Foulks may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about 12/25/2017

*** RECOMMENDATION:**

RESOLVED, that the Finance Director be and is hereby authorized and directed to draw a warrant upon the proper account in favor of **JOE LOUIS FOULKS** and **HIS** attorney, **ROMANO LAW, PLLC**, in the amount of **\$37,500.00** in full payment for any and all claims which **JOE LOUIS FOULKS** may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about 12/25/2017, and otherwise set forth in Case No. 20-10302, that said amount be paid upon receipt of properly executed Releases, Stipulation and Order of Dismissal entered in Lawsuit No. 20-10302 and, where deemed necessary by the Law Department a properly executed Medicare/CMS Final Demand Letter.

*** DEPARTMENTAL CONTACT:**

Name: Andrea D'Agostino Keenan
Position: Paralegal

***=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 14, 2022

HONORABLE CITY COUNCIL

RE: Foulks, Joe Louis v City of Detroit, et al.
Case No: 20-10302
File No: L20-00470 (SVD)

We have reviewed the above-captioned lawsuit, the facts and particulars of which are set forth in a confidential memorandum that is being separately hand-delivered to each member of Your Honorable Body. From this review, it is our considered opinion that a settlement in the amount of **THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS AND ^{NO}/CENTS (\$37,500.00)** is in the best interest of the City of Detroit.

We, therefore, request authorization to settle this matter in the amount of **THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS AND ^{NO}/CENTS (\$37,500.00)** and that Your Honorable Body direct the Finance Director to issue a draft in that amount payable to **JOE LOUIS FOULKES** and **HIS** attorney, **ROMANO LAW, PLLC**, to be delivered upon receipt of properly executed Releases and Stipulation and Order of Dismissal entered in Lawsuit No. 20-10302, approved by the Law Department.

Respectfully submitted,
Sarah V. Domin
Sarah V. Domin
Senior Assistant Corporation Counsel

APPROVED:
CONRAD MALLET
Corporation Counsel

BY: /s/Yuvonne R. Bradley
Yuvonne R. Bradley
Supervising Assistant Corporation Counsel

Attachments

R E S O L U T I O N

BY COUNCIL MEMBER _____:

RESOLVED, that settlement of the above matter be and is hereby authorized in the amount of **THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS AND ^{NO}/CENTS (\$37,500.00)**; and be it further

RESOLVED, that the Finance Director be and is hereby authorized and directed to draw a warrant upon the proper account in favor of **JOE LOUIS FOULKS** and **HIS** attorney, **ROMANO LAW, PLLC**, in the amount of **THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS AND ^{NO}/CENTS (\$37,500.00)** in full payment for any and all claims which **JOE LOUIS FOULKS** may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about 12/25/2017, and otherwise set forth in Case No. 20-10302, that said amount be paid upon receipt of properly executed Releases, Stipulation and Order of Dismissal entered in Lawsuit No. 20-10302 and, where deemed necessary by the Law Department a properly executed Medicare/CMS Final Demand Letter.

APPROVED:
CONRAD MALLET
Corporation Counsel

BY: /s/Yuvonne R. Bradley
Yuvonne R. Bradley
Supervising Assistant Corporation Counsel

Approved by City Council: _____

Approved by the Mayor: _____



DEPARTMENTAL SUBMISSION

DEPARTMENT: Law
FILE NUMBER: Law-1539

*** RE:**

Submitting reso. autho. Settlement of Lawsuit Deborah Howard vs City of Detroit

*** SUMMARY:**

File No. 13884, LE-007430, PSB, A47000, and in the amount of **\$24,500.00** in full payment for any and all claims which Deborah Howard may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained.

*** RECOMMENDATION:**

Deborah L. Howard and her attorney, Kevin M. Kain, in the sum of **\$24,500.00** in full payment of any and all claims which they may have against the City of Detroit by reason of any injuries or occupational diseases and their resultant disabilities incurred or sustained as the result of her past employment with the City of Detroit and that said amount be paid upon presentation by the Law Department of a redemption order approved by the Workers Compensation Department of the State of Michigan.

*** DEPARTMENTAL CONTACT:**

Name: Christina Thompson
Position: Records Manager

***=REQUIRED**



September 15, 2022

HONORABLE CITY COUNCIL

**RE: DEBORAH L. HOWARD vs CITY OF DETROIT
GENERAL SERVICES DEPARTMENT
FILE#13884 (PSB)**

We have reviewed the above-captioned lawsuit, the facts and particulars of which are set forth in a confidential attorney-client privileged memorandum that is being separately hand delivered to each member of your Honorable Body. From this review, it is our considered opinion that a settlement in the amount of **TWENTY-FOUR THOUSAND FIVE HUNDRED DOLLARS (\$24,500.00)** is in the best interests of the City of Detroit.

We, therefore, request authorization to settle this matter in the amount of **TWENTY-FOUR THOUSAND FIVE HUNDRED DOLLARS (\$24,500.00)** and that your Honorable Body authorize and direct the Finance Director to issue a draft in that amount payable to **Deborah L. Howard and her attorney, Kevin M. Kain**, to be delivered upon receipt of properly executed releases and order of dismissal in Workers Compensation Claim #13884, approved by the Law Department.

Respectfully submitted,

/s/ Phillip Brown

Phillip S. Brown
Sr. Assistant Corporation Counsel

PSB/gs

Attachment(s)

cc: Budget Department

APPROVED: September 15, 2022

By: **/s/ Charles N. Raimi**

CHARLES N. RAIMI
Deputy Corporation Counsel

RESOLUTION

BY COUNCILMEMBER: _____

RESOLVED, that settlement of the above matter be and hereby is authorized in the amount of **TWENTY-FOUR THOUSAND FIVE HUNDRED DOLLARS (\$24,500.00)**; and be it further

RESOLVED, that the Finance Director be and is authorized and directed to draw a warrant upon the proper fund in favor **Deborah L. Howard and her attorney, Kevin M. Kain**, in the sum of **TWENTY-FOUR THOUSAND FIVE HUNDRED DOLLARS (\$24,500.00)** in full payment of any and all claims which they may have against the City of Detroit by reason of any injuries or occupational diseases and their resultant disabilities incurred or sustained as the result of her past employment with the City of Detroit and that said amount be paid upon presentation by the Law Department of a redemption order approved by the Workers Compensation Department of the State of Michigan.

APPROVED: September 15, 2022

By: /s/ Charles N. Raimi

CHARLES N. RAIMI
Deputy Corporation Counsel



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO - Development & Grants
FILE NUMBER: OCFO - Development & Grants-0251

*** RE:**

Submitting reso. auth. Request to Accept and Appropriate the FY 2023 Michigan Indigent Defense Commission Grant.

*** SUMMARY:**

The Michigan Indigent Defense Commission has awarded the City of Detroit Law Department with the FY 2023 Michigan Indigent Defense Commission Grant for a total of \$2,442,629.57. The State share is \$2,442,629.57 of the approved amount, and there is a required cash match of \$1,095,180.33. The total project cost is \$3,537,809.90.

*** RECOMMENDATION:**

Request to Accept and Appropriate the FY 2023 Michigan Indigent Defense Commission Grant. The Michigan Indigent Defense Commission has awarded the City of Detroit Law Department with the FY 2023 Michigan Indigent Defense Commission Grant for a total of \$2,442,629.57. The State share is \$2,442,629.57 of the approved amount, and there is a required cash match of \$1,095,180.33. The total project cost is \$3,537,809.90.

*** 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, 2022

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

RE: Request to Accept and Appropriate the FY 2023 Michigan Indigent Defense Commission Grant

The Michigan Indigent Defense Commission has awarded the City of Detroit Law Department with the FY 2023 Michigan Indigent Defense Commission Grant for a total of \$2,442,629.57. The State share is \$2,442,629.57 of the approved amount, and there is a required cash match of \$1,095,180.33. The total project cost is \$3,537,809.90.

The objective of the grant is to provide resources for public defense services at the 36th District Court and ensure that the process is fair for defendants. The funding allotted to the department will be utilized to provide various assigned counsels and contracted attorneys.

If approval is granted to accept and appropriate this funding, the appropriation number is 21206, with a cash match coming from appropriation 29600.

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

Sincerely,

DocuSigned by:
Terri Daniels
4D2BEEE23C8D489...

Terri Daniels
Director of Grants, Office of Development and Grants

CC:
Sajjiah Parker, Assistant Director, Grants

DocuSigned by:
Steven Watson
42C91AA10FE84AD...
Office of Budget

DocuSigned by:
Pamela Parrish
70C0D4CF3DFD453...
Agreement Approved as to Form
By the Law Department

Office of Development and Grants

RESOLUTION

Council Member _____

WHEREAS, the Law Department is requesting authorization to accept a grant from the Michigan Indigent Defense Commission, in the amount of \$2,442,629.57, to provide resources for public defense services at the 36th District Court and ensure that the process is fair for defendants; 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 21206, in the amount of \$3,537,809.90, which includes a cash match coming from Appropriation 29600, for the FY 2023 Michigan Indigent Defense Commission Grant.

GRANT NO E20230045-00

GRANT BETWEEN
THE STATE OF MICHIGAN
MICHIGAN INDIGENT DEFENSE COMMISSION (MIDC)
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS (LARA)
AND
City of Detroit

GRANTEE/ADDRESS:

Name: Terri Daniels
Title: Deputy Director
Address: 2 Woodward Ave., Suite 1126 Detroit, MI 48221
Phone: (313) 610-0457

GRANTOR/ADDRESS:

Michigan Indigent Defense Commission
Department of Licensing and Regulatory Affairs
611 W. Ottawa St.
Lansing, MI 48933
(517) 657-3060

GRANT PERIOD:

From: 10/01/2022 to 09/30/2023

TOTAL AUTHORIZED BUDGET: \$3,537,809.90

| | |
|---------------------------|----------------|
| State Grant Contribution: | \$2,442,629.57 |
| Local Share Contribution: | \$1,095,180.33 |

ACCOUNTING DETAIL: Accounting Template No.: 6411113T032

SIGMA Vendor Code: CV0047752

GRANT

This is Grant # E20230045-00 between the Michigan Indigent Defense Commission (Grantor), and City of Detroit (Grantee), subject to terms and conditions of this grant agreement (Agreement).

1.0 Statement of Purpose

The purpose of this Grant is to provide funding to assist the Grantee (also referred to as local funding unit) to comply with the Compliance Plan and Cost Analysis approved by the MIDC for the provision of indigent criminal defense services through the minimum standards approved by LARA on May 22, 2017 and October 29, 2020, and the process described in the Michigan Indigent Defense Commission Act (MIDC Act). The funding for this grant is contingent upon an appropriation by the Legislature that is signed by the Governor. Consistent with the MIDC Act, in the event that the funds appropriated apply to less than all of the minimum standards, the funding unit will not be required to fully comply with all of the minimum standards. In the event that an appropriation is insufficient to fully fund this grant, the amount of the grant will be reduced by the Grantor and the funding unit will not be required to fully comply with the minimum standards the original approved grant was designed to allow.

1.1 Definitions

- A. Budget means the detailed statement of estimated costs approved as the Grantee's Cost Analysis and required to implement the Compliance Plan.
- B. Budget Category means the aggregate of all funds in each of the high-level categories within the approved Cost Analysis.
- C. Compliance Plan or Plan is the plan submitted by the local funding unit and approved by the MIDC that specifically addresses how the Grantee shall meet the approved minimum standards established by the MIDC.
- D. Cost Analysis is a statement of the types of expenditures and funding necessary to bring Grantee's indigent defense system into compliance with the approved minimum standards established by the MIDC, including a statement of the funds in excess of the Grantee's local share as defined under the MIDC Act and as outlined in the Compliance Plan.
- E. MIDC Act means the Michigan Indigent Defense Commission Act, Public Act 93 of 2013, MCL 780.991 et seq., as amended, enacted for the purpose of creating the Michigan Indigent Defense Commission and creating minimum standards for the local delivery of indigent criminal defense services that meet the constitutional requirements for the effective assistance of counsel.
- F. Subgrantee means a governmental agency or other legal entity to which an MIDC subgrant is awarded by the Grantee. Attorneys representing indigent defendants, including both public defenders and attorneys contracted to represent indigent defendants, public defender office employees, judges, magistrates, court personnel, and professional service contract vendors shall not be considered subgrantees.
- G. "Substantial Change" to a Compliance Plan is a change to the Plan or Cost Analysis that alters the method of meeting the objectives of the standard(s) in the approved Plan.

1.2 Statement of Work

The Grantee agrees to undertake, perform, and complete the services described in its approved Compliance Plan and in accordance with the MIDC Act, specifically Standards 1 through 5. The Parties to this Agreement enter into this Agreement to facilitate the process described in the MIDC Act, which controls or supersedes any terms of this Agreement. Consistent with the Act and when applicable, an indigent criminal defense system shall comply with the terms of this Agreement in bringing its system into compliance with the minimum standards established by the MIDC within 180 days after receiving funds from the MIDC. Grantee may exceed 180 days for compliance with a specific item needed to meet minimum standards as set forth in the Act. Grantee's Compliance Plan, as submitted and approved by the MIDC, addresses the prescribed methods Grantee has chosen to provide indigent criminal defense services pursuant to MCL 780.993(3). Any substantial changes to the work described in the Compliance Plan must be submitted to the MIDC for approval as set forth in this Agreement prior to any changes being implemented. All provisions and requirements of this Agreement shall apply to any agreements the Grantee may enter into in furtherance of its obligations under this Agreement and Grantee shall be responsible for the performance of any Subgrantee work, as defined in subsection 1.1.

1.3 Detailed Budget

- A. This Agreement does not commit the State of Michigan (State) or the Department of Licensing and Regulatory Affairs (LARA) to approve requests for additional funds at any time.
- B. If applicable, travel expenses will not be reimbursed at rates greater than the State Travel Rates, without the prior written consent of the MIDC.
- C. The Grantee agrees that all funds are to be spent as detailed in the Budget, unless a budget adjustment request is approved. See section 1.3(E).
- D. Grantee will maintain a restricted fund within their Local Chart of Accounts for the sole purpose of accounting for the expenses and revenue sources for operation of this grant and the local adult indigent defense system.
- E. All requests for a budget adjustment or substantial changes to the Grantee's Compliance Plan will be submitted quarterly with the Grantee's quarterly report. MIDC staff shall respond to a request in writing within 30 days of receipt.
 - 1) Budget adjustments less than or equal to 5% of the Budget Category total, including adjustments between Budget Categories, do not require approval by MIDC staff, but must be reported quarterly in the next financial status report.
 - 2) A Budget adjustment involving greater than 5% of the aggregate of all funding within a Budget Category requires prior written approval by MIDC Staff and must be reported to the MIDC as soon after the Grantee is aware of the necessity of the Budget adjustment and reported in the Grantee's quarterly report.
 - 3) Any substantial change to a Compliance Plan requires prior approval by MIDC staff and MIDC Commission.

1.4 Payment Schedule

The maximum amount of grant assistance approved is \$2,442,629.57 (Two Million Four Hundred Forty Two Thousand Six Hundred Twenty Nine and 57/100)

Grantee must report and certify to Grantor by October 31st of each year the balance of any unexpended indigent defense grant funds from the prior fiscal year grant plus any interest earned on the advancement of the state grant funds in the previous fiscal year. Any funds from the previous fiscal year contained in an approved extension of the previous fiscal year's grant for projects that will be completed after September 30, 2021 will be carried over into the current fiscal year and shall not be considered unexpended funds, nor be included in the balance of unexpended funds. The current fiscal year indigent defense grant funds advanced will be reduced by the amount of unexpended funds from the prior fiscal year's grant by reducing the 2nd and 3rd disbursement equally. The maximum amount of grant assistance approved includes the unexpended funds reported from the previous fiscal year.

An initial advance of 25% of the State Grant shall be made to the Grantee upon receipt by the Grantor of a signed Agreement. The Grantor shall make subsequent disbursements of up to 25% of the total state grant amount in accordance with the following schedule:

Initial Advance of 25% of total grant – Within 15 days of receipt of executed agreement

25% disbursement – January 15, 2022

25% disbursement – April 15, 2022

25% disbursement – July 15, 2022 (final payment)

The above schedule of disbursement of funds is contingent upon receipt of quarterly reporting as addressed in this section and section 1.5 of this document. Any disputed matters shall not cause delay in remitting any disbursements or in issuing a grant contract and funds for the next fiscal year. Disputed matters shall be acted on independently from undisputed matters. The financial status report (FSR) report must be submitted on the form provided by the MIDC/LARA and indicate:

Grant funds received to date;

Expenditures for the reporting period by budget category; and;

Cumulative expenditures to date by budget category;

The quarterly FSR must be supported and accompanied by documentation of those grant funded expenditures incurred for the reporting period, including but not limited to:

- The general ledger for the restricted local indigent defense fund, including a detailed expenditure report with all expenditure detail within the budget categories, which must include documentation of payments to contract attorneys either by individual invoice or by report of payments made, by attorney;

- All invoices related to experts and investigators;
- All invoices related to construction; and
- Personnel detail including full-time equivalency of any grant funded positions, including total compensation for that position;

Upon request, Grantee shall provide the MIDC with additional documentation/verification of expenditures under the grant within 30 days of the making of the request. Any additional documentation/verification of expenditures shall not delay issuance of a grant contract or grant disbursements. Grantee's documentation of expenditures shall be maintained according to record retention policies for audit purposes in order to comply with this Agreement. Grantee will be held to the full contribution of the Local Share within the original one-year grant period.

The quarterly FSR and standards compliance report as addressed in Section 1.5, shall be provided in accordance with the following schedule:

Initial FSR and compliance report for 10/1/21–12/31/21 – January 31, 2022

2nd FSR and compliance report for 1/1/22-3/31/22 – April 30, 2022

3rd FSR and compliance report for 4/1/22-6/30/22 – July 31, 2022

Final FSR and compliance report for 7/1/22-9/30/22 – October 31, 2022

1.5 Monitoring and Reporting Program Performance

- A. Monitoring. The Grantee shall monitor performance to assure that time schedules are being met and projected work is being accomplished.
- B. Quarterly Reports. The Grantee shall submit to the Grantor quarterly program reports on compliance with the minimum standards and participate in follow up and evaluation activities. Compliance reports include narrative responses containing a description of the Grantee's compliance with Standards 1-5, identifying problems or delays, actual, real or anticipated and any significant deviation from the approved Compliance Plan. Grantee will use its best efforts to provide data relevant to assessing compliance as contained in the compliance reporting template requested by MIDC. If Grantee is unable to provide the information requested by the report, Grantee will demonstrate in writing the steps taken to assess what information is currently available and how to retrieve it. Grantee also agrees to work with MIDC research staff to seek additional options or ideas for the collection and retrieval of this information.

PART II - GENERAL PROVISIONS

2.1 Project Changes

Grantee must obtain prior written approval for substantial changes to the compliance plan from Grantor.

2.2 Delegation

Grantee must notify the MIDC at least 90 calendar days before any proposed delegation with reasonable detail about Subgrantee and the nature and scope of the activities delegated. If any obligations under this Grant are delegated, Grantee must: (a) be the sole point of contact regarding all contractual project matters, including payment and charges for all Grant activities; (b) make all payments to the Subgrantee; and (c) incorporate the terms and conditions contained in this Grant in any subgrant with Subgrantee. Grantee remains responsible for the completion of the Grant activities and compliance with the terms of this Grant.

2.3 Program Income

To the extent that it can be determined that interest was earned on advances of funds, such interest shall be recorded in the Grantee's restricted indigent defense fund and included in the quarterly FSRs. The grant award shall not be increased by the amount of interest earned. Any grant funds attributable to interest and not spent at the end of the grant period shall be returned to the State or included in future grant awards from the MIDC consistent with MCL 780.993(15).

2.4 Share-in-savings

Grantor expects to share in any cost savings realized by Grantee in proportion of the grant funds to the local share.

2.5 Purchase of Equipment

The purchase of equipment must be made pursuant to Grantee's established purchasing policy and if not specifically listed in the Budget, Grantee must have prior written approval of Grantor. Equipment is defined as non-expendable personal property having a useful life of more than one year. Such equipment shall be retained by Grantee unless otherwise specified at the time of approval.

2.6 Accounting

Grantee must establish and maintain a restricted indigent defense fund in its local chart of accounts to record all transactions related to the Grant. The restricted fund will not lapse to the local general fund at the close of Grantee's fiscal year. Grantee shall adhere to the Generally Accepted Accounting Principles and shall maintain records which will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. Grantee's overall financial management system must ensure effective control over and accountability for all indigent defense funds received. Where the Grantee uses a nonprofit entity to provide indigent defense services as contemplated in its compliance plan and cost analysis, the Grantee shall ensure that the contract or agreement defining the nonprofit entities relationship allows for reasonable access, in its sole discretion, to financial records for monitoring by the Grantee and its representatives. Accounting records must be supported by source documentation of expenditures including, but not limited to, balance sheets, general

ledgers, payroll documents, time sheets and invoices. The expenditure of state funds shall be reported by line item and compared to the Budget.

2.7 Records Maintenance, Inspection, Examination, and Audit

Grantor or its designee may audit Grantee and the restricted indigent defense fund account to verify compliance with this Grant. Grantee must retain and provide to Grantor or its designee upon request, all financial and accounting records related to the Grant through the term of the Grant and for 7 years after the latter of termination, expiration, or final payment under this Grant or any extension ("Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Grantee must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, Grantor and its authorized representatives or designees have the right to enter and inspect Grantee's premises or any other places where Grant activities are being performed, and examine, copy, and audit all records related to this Grant. Grantee must cooperate and provide reasonable assistance. If any financial errors have occurred, the amount in error must be reflected as a credit or debit on subsequent disbursements until the amount is paid or refunded. Any remaining balance must be reported by Grantee to Grantor by October 31 of each year as required under the MIDC Act.

This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant activities in connection with this Grant.

2.8 Competitive Bidding

Grantee agrees that all procurement transactions involving the use of state funds shall be conducted in a manner that provides maximum open and free competition, consistent with Grantee's purchasing policies. Sole source contracts should be negotiated to the extent that such negotiation is possible. Attorney contracts for representation of indigent or partially indigent defendants, and contracts for managed assigned counsel coordinators, are exempt from a competitive bid process but must meet standard internal procurement policies, as applicable.

3.0 Liability

The State is not liable for any costs incurred by Grantee before the start date or after the end date of this Agreement. Liability of the State is limited to the terms and conditions of this Agreement and the total grant amount.

3.1 Safety

Grantee and all subgrantees are responsible for ensuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. Grantee and every subgrantee are responsible for compliance with all federal, state, and local laws and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. Grantee, and all subgrantees shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

3.2 Indemnification

Each party to the Grant must seek its own legal representation and bear its own legal costs; including judgments, in any litigation which may arise from the performance of this Grant and/or Agreement. It is specifically understood and agreed that neither party will indemnify the other party in any such litigation.

3.3 Failure to Comply and Termination

A. Failure to comply with duties and obligations under the grant program as set forth in Public Act 93 of 2013, as amended, is subject to the procedures contained in sections 15 and 17 of the Act.

B. Termination for Convenience

Grantor may immediately terminate this Grant in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. If Grantor terminates this Grant for convenience, Grantor will pay all reasonable costs for approved Grant responsibilities. If the parties cannot agree to the cost to be paid by the Grantor, the parties shall attempt to resolve the dispute by mediation pursuant to MCL 780.995. Grantee's duty to comply with MIDC standards is limited to funding covering the cost of compliance as set forth in the Act.

3.4 Conflicts and Ethics

Grantee will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Grant; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Grant; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of the Grant. Grantee must immediately notify Grantor of any violation or potential violation of this Section. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant activities in connection with this Grant.

3.5 Non-Discrimination

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 to 37.2804, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Grantee and its subgrantees agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Grant.

3.6 Unfair Labor Practices

Under MCL 423.324, the State may void any Grant with a grantee or subgrantee who appears on the Unfair Labor Practice register compiled under MCL 423.322.

3.7 Force Majeure

Neither party will be in breach of this Grant because of any failure arising from any disaster or act of God that are beyond its control and without its fault or negligence. Each party will use commercially reasonable efforts to resume performance. Grantee will not be relieved of a breach or delay caused by its subgrantees except where the MIDC determines that an unforeseeable condition prohibits timely compliance pursuant to MCL 780.993, Sec. 13(11).

4.0 Certification Regarding Debarment

Grantee certifies, by signature to this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal or state department or agency. If Grantee is unable to certify to any portion of this statement, Grantee shall attach an explanation to this Agreement.

4.1 Illegal Influence

Grantee certifies, to the best of its knowledge and belief that:

- A. No federal appropriated funds have been paid nor will be paid, by or on behalf of Grantee, 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 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 grant, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. Grantee shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly.

The State has relied upon this certification as a material representation. Submission of this certification is a prerequisite for entering into this Agreement imposed by 31 USC 1352. 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.

Grantee certifies, to the best of its knowledge and belief that no state funds have been paid nor will be paid, by or on behalf of Grantee, to any person for influencing or attempting to influence an officer or employee of any state agency, a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any state contract, the making of any state grant, the making of any state

loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state contract, grant, loan or cooperative agreement.

4.2 Governing Law

This Grant is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles. All claims relating to, or arising out of, this Grant are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Grant must be resolved as outlined in Sec. 15 of PA93 of 2013, as amended.

4.3 Disclosure of Litigation, or Other Proceeding

Grantee must notify Grantor within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively Proceeding) that arises during the term of the Grant against a public defender office, an attorney employed by a public defender office, or an attorney contracted to perform indigent defense functions funded by the Grantee that involves: (a) a criminal Proceeding; (b) a civil Proceeding involving a claim that, after consideration of Grantee's insurance coverages, would adversely affect Grantee's viability; (c) a civil Proceeding involving a governmental or public entity's claim or written allegation of fraud related to performance of the Grant; or (d) a Proceeding challenging any license that an attorney practicing on behalf of a public defender office or an attorney practicing pursuant to a contract to perform indigent defense functions for Grantee is required to possess in order to perform under this Grant.

4.4 Assignment

Grantee may not assign this Grant to any other party without the prior approval of Grantor. Upon notice to Grantee, Grantor, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Grant to any other party. If Grantor determines that a novation of the Grant to a third party is necessary, Grantee will agree to the novation, provide all necessary documentation and signatures, and continue to perform its obligations under the Grant.

4.5 Entire Grant and Modification

This Grant is the entire agreement and replaces all previous agreements between the parties for the Grant activities. Pursuant to the MIDC Act, the MIDC shall promulgate policies necessary to carry out its powers and duties. The MIDC may also provide guides, instructions, informational pamphlets for the purpose of providing guidance and information with regard to the Grant and MIDC policies. This Agreement supersedes all terms of MIDC policies, guides, instructions, informational pamphlets and any other explanatory material that is in conflict with the Agreement. This Agreement may not be amended except by a signed written agreement between the parties.

4.6 Grantee Relationship

Grantee assumes all rights, obligations, and liabilities set forth in this Grant. Grantee, its employees, and its agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Grant. Grantee,

and not Grantor or the State of Michigan, is responsible for the payment of wages, benefits, and taxes of Grantee's employees. Prior performance does not modify Grantee's status as an independent grantee.

4.7 Dispute Resolution

The parties will endeavor to resolve any Grant dispute in accordance with section 15 of Public Act 93 of 2013. The dispute will be referred to the parties' respective representatives or program managers. Such referral must include a description of the issues and all supporting documentation. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance or performance would require Grantee to spend in excess of the Local Share as defined by MCL 780.983(h).

5.0 Severability

If any part of this Grant is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Grant and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Grant will continue in full force and effect.

5.1 Signatories

The signatories warrant that they are empowered to enter into this Agreement and agree to be bound by it.

Signature:

,

Bureau of Finance and Administrative Services
Department of Licensing and Regulatory Affairs
State of Michigan

Date:

Signature:

,

Michigan Indigent Defense Commission
Department of Licensing and Regulatory Affairs
State of Michigan

Date:

Signature:

Terri Daniels

Representative: Terri Daniels, Deputy Director

Date: 09/07/2022

Funding Unit: City of Detroit

GRANT NO. E20230045-00



DEPARTMENTAL SUBMISSION

DEPARTMENT: [eSCRIBE Department]
FILE NUMBER: Human Resources - Labor Relations-
0023

*** 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**



Human Resources
BENEFITS

Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 304
Detroit, Michigan 48226

Phone 313•224•2742
Benefits Express 855•224•6200
Fax 313•224•4456
www.detroitmi.gov

September 19, 2022

HONORABLE CITY COUNCIL

RE: 2023 Medical, Dental and Vision Plan Rate Schedules for City of Detroit Employees

Medical, Dental and Vision companies that provide benefits to active City of Detroit employees and their eligible dependents have submitted rates to be in effect January 1, 2023. The Employees Benefit Plan Governing Board has examined these rates and certified them by Resolution. These rates are hereby submitted for final approval by your Honorable Body.

The Plans are as follows:

Medical Insurances

Blue Cross Blue Shield of Michigan
Health Alliance Plan
Blue Care Network

Dental Insurances

Blue Cross Traditional Plus
DenCap Dental Plan
Golden Dental Plan

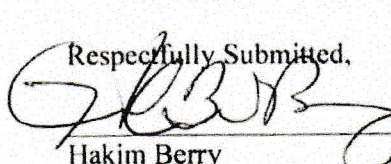
Vision Insurances

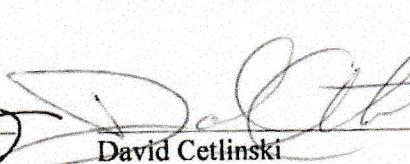
Heritage Vision Plans

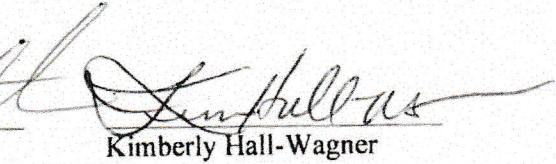
Attached are schedules of monthly rates being charged for each plan.

In conclusion, the Governing Board of the City Employee's Benefit Board presents the various rates contained on the attached schedules and recommends that the City Council approve them for application.

Respectfully Submitted,


Hakim Berry
Benefits Administration
Labor Relations Director


David Cetlinski
Executive Secretary
Employee Benefit Board


Kimberly Hall-Wagner
Chairperson
Employee Benefit Board

BY COUNCIL MEMBER _____

RESOLVED, that the attached rate schedules for medical benefits for City employees, as submitted by Blue Cross/Blue Shield of Michigan, Blue Care Network and Health Alliance Plan, are effective January 1, 2023 and be it further

RESOLVED, that the attached rate schedules for dental benefits for City employees, as submitted by Blue Cross Traditional Plus, Dencap and Golden are effective January 1, 2023 and be it further

RESOLVED, that the attached rate schedules for vision benefits for City employees, as submitted by Heritage Vision Plans are effective January 1, 2023.

2023 Percentage Increases for Medical, Dental and Optical Rates for City of Detroit Employees

| Medical Plans (Employees) | Percentage Increase |
|-------------------------------------|----------------------------|
| Blue Cross Blue Shield of Michigan | |
| Blue Cross Community Blue (PPO) | 10.9% |
| Blue Care Network | 4.3% |
| Health Alliance Plan (HMO) | 0.0% |
| Dental Plans (Employees) | |
| Blue Cross Dental | -6.1% |
| DenCap Dental Plan | 0.0% |
| Golden Dental Plan | 0.0% |
| NEW Blue Cross Dental Plan | N/A |
| Vision Plans (Employees) | |
| Heritage Vision | |
| Current Plan | 0.0% |
| Enhanced Plan | 0.0% |
| Premier Plan | 0.0% |

Prepared By:
City of Detroit - Labor Relations
Benefits Administration Office
9/19/2022

City of Detroit
2023 Health Care Premiums and Contributions for Active Employees

COST CHANGE COMPARISON - BCBSM PPO

(Monthly Rate Comparison)

| (1) Current BCBSM Michigan PPO | Monthly Illustrative Rate | City Illustrative Rate | Employee Pays |
|--------------------------------|---------------------------|------------------------|---------------|
| Single | \$ 617.11 | \$ 493.69 | \$ 123.42 |
| 2 Person | \$ 1,295.94 | \$ 1,036.75 | \$ 259.19 |
| Family | \$ 1,727.91 | \$ 1,382.33 | \$ 345.58 |

| Renewal | Monthly Illustrative Rate | City Illustrative Rate | Employee Pays | Increase to Employee in \$ per month from Current |
|----------|---------------------------|------------------------|---------------|---|
| Single | \$ 684.13 | \$ 547.30 | \$ 136.83 | \$ 13.40 |
| 2 Person | \$ 1,436.68 | \$ 1,149.34 | \$ 287.34 | \$ 28.15 |
| Family | \$ 1,915.55 | \$ 1,532.44 | \$ 383.11 | \$ 37.53 |

COST CHANGE COMPARISON - HEALTH ALLIANCE PLAN (HMO)

(Monthly Rate Comparison)

| (1) Current Heath Alliance Plan (HMO) | Monthly Premium Rate | City Premium Rate | Employee Pays |
|---------------------------------------|----------------------|-------------------|---------------|
| Single | \$ 819.74 | \$ 655.79 | \$ 163.95 |
| 2 Person | \$ 1,721.46 | \$ 1,377.17 | \$ 344.29 |
| Family | \$ 2,295.28 | \$ 1,836.22 | \$ 459.06 |

| Renewal | Monthly Premium Rate | City Premium Rate | Employee Pays | Increase to Employee in \$ per month from Current |
|----------|----------------------|-------------------|---------------|---|
| Single | \$ 819.74 | \$ 655.79 | \$ 163.95 | \$ - |
| 2 Person | \$ 1,721.46 | \$ 1,377.17 | \$ 344.29 | \$ - |
| Family | \$ 2,295.28 | \$ 1,836.22 | \$ 459.06 | \$ - |

COST CHANGE COMPARISON - BLUE CARE NETWORK (HMO)

(Monthly Rate Comparison)

| Blue Care Network - Focus Network Wellness Plan | Monthly Premium Rate | City Premium Rate | Employee Pays |
|---|----------------------|-------------------|---------------|
| Single | \$ 355.57 | \$ 342.29 | \$ 13.28 |
| 2 Person | \$ 853.37 | \$ 825.38 | \$ 27.99 |
| Family | \$ 1,066.71 | \$ 1,029.39 | \$ 37.32 |

| Renewal | Monthly Premium Rate | City Premium Rate | Employee Pays | Increase to Employee in \$ per month from Current |
|----------|----------------------|-------------------|---------------|---|
| Single | \$ 371.01 | \$ 357.73 | \$ 13.28 | \$ - |
| 2 Person | \$ 890.42 | \$ 862.43 | \$ 27.99 | \$ - |
| Family | \$ 1,113.03 | \$ 1,075.71 | \$ 37.32 | \$ - |

City of Detroit
Dental Premium for Plan Year 2023 for Active Employees

COST CHANGE COMPARISON - DENTAL
(Monthly Rate Comparison)

| | | Monthly Premium Rate | City Premium Rate | Employee Pays | |
|--------------------------------------|--------|-------------------------|-------------------|---------------|---|
| (1) Current Blue Cross Dental | | | | | |
| | Single | \$ 50.22 | \$ 40.18 | \$ 10.04 | |
| (2) Current DenCap Dental | | | | | |
| | Single | \$ 38.66 | \$ 30.93 | \$ 7.73 | |
| (3) Current Golden Dental | | | | | |
| | Single | \$ 43.00 | \$ 34.40 | \$ 8.60 | |
| | | | | | |
| Renewal | | Monthly Premium Rate | City Premium Rate | Employee Pays | Increase to Employee in \$ per month from Current |
| (1) Renewal Blue Cross Dental | | | | | |
| | Single | \$ 47.18 | \$ 37.74 | \$ 9.44 | \$ (0.61) |
| (2) Renewal DenCap Dental | | | | | |
| | Single | \$ 38.66 | \$ 30.93 | \$ 7.73 | \$ - |
| (3) Renewal Golden Dental | | | | | |
| | Single | \$ 43.00 | \$ 34.40 | \$ 8.60 | \$ - |
| (4) NEW Blue Cross Dental | | | | | |
| | Single | \$ 56.01 | \$ 37.74 | \$ 18.27 | N/A |

City of Detroit
Optical Premium for Plan Year 2023 for Active Employees

COST CHANGE COMPARISON - OPTICAL
(Monthly Rate Comparison)

| | Monthly Premium Rate | City Premium Rate | Employee Pays | |
|---|-------------------------|-------------------|---------------|---|
| (1) Current Heritage Vision Plan | | | | |
| Basic Plan | \$ 5.55 | \$ 4.44 | \$ 1.11 | |
| Enhanced Plan | \$ 18.11 | \$ 4.44 | \$ 13.67 | |
| Premier Plan | \$ 29.28 | \$ 4.44 | \$ 24.84 | |
| | | | | |
| Renewal | Monthly Premium Rate | City Premium Rate | Employee Pays | Increase to Employee in \$ per month from Current |
| (1) Renewal Heritage Vision Plan | | | | |
| Basic Plan | \$ 5.55 | \$ 4.44 | \$ 1.11 | \$ - |
| Enhanced Plan | \$ 18.11 | \$ 4.44 | \$ 13.67 | \$ - |
| Premier Plan | \$ 29.28 | \$ 4.44 | \$ 24.84 | \$ - |



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement
FILE NUMBER: OCFO-Office of Contracting &
Procurement-1618

RE:

Submitting Reso. Autho. Contract No. 6003280-A2

SUMMARY:

6003280 100% Grant Funding – AMEND 2 – To Provide an Extension of Time and an Increase of Funds for Additional Services to Prevent, Prepare or Respond to Covid-19. – Contractor: Homeless Action Network of Detroit – Location: 3701 Miracles Boulevard, 101, Detroit, MI 48201 – Contract Period: Upon City Council Approval through December 31, 2022 – Contract Increase Amount: \$46,500.00 – Total Contract Amount: \$525,500.00.

HOUSING AND REVITALIZATION

Previous Contract Period: November 1, 2020 through September 30, 2022

RECOMMENDATION:

6003280 100% Grant Funding – AMEND 2 – To Provide an Extension of Time and an Increase of Funds for Additional Services to Prevent, Prepare or Respond to Covid-19. – Contractor: Homeless Action Network of Detroit – Location: 3701 Miracles Boulevard, 101, Detroit, MI 48201 – Contract Period: Upon City Council Approval through December 31, 2022 – Contract Increase Amount: \$46,500.00 – Total Contract Amount: \$525,500.00.

HOUSING AND REVITALIZATION

Previous Contract Period: November 1, 2020 through September 30, 2022

BY Choose an item.

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

RESOLVED: that Contract No. 6003280-A2 referred to in the foregoing communication dated September 29, 2022 be hereby and is approved.

DEPARTMENTAL CONTACT:

Name: Alexandria Vaughn-Powe
Position: Procurement Assistant



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement
FILE NUMBER: OCFO-Office of Contracting &
Procurement-1620

RE:

Submitting Reso. Autho. Contract No. 6004645

SUMMARY:

6004645 100% City Funding – To Provide a Residential Rehabilitation for the Property Located at 6325 Plainview through the Bridging Neighborhoods Program. – Contractor: Nora Contracting, LLC – Location: 3633 Michigan Avenue, Suite 260, Detroit, MI 48216 – Contract Period: Upon City Council Approval through July 31, 2023 – Total Contract Amount: \$132,000.00. **HOUSING AND REVITALIZATION**

RECOMMENDATION:

6004645 100% City Funding – To Provide a Residential Rehabilitation for the Property Located at 6325 Plainview through the Bridging Neighborhoods Program. – Contractor: Nora Contracting, LLC – Location: 3633 Michigan Avenue, Suite 260, Detroit, MI 48216 – Contract Period: Upon City Council Approval through July 31, 2023 – Total Contract Amount: \$132,000.00. **HOUSING AND REVITALIZATION**

BY Choose an item.

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

RESOLVED: that Contract No. 6004645 referred to in the foregoing communication dated September 29, 2022 be hereby and is approved.

DEPARTMENTAL CONTACT:

Name: Alexandria Vaughn-Powe
Position: Procurement Assistant



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement
FILE NUMBER: OCFO-Office of Contracting &
Procurement-1619

RE:

Submitting Reso. Autho. Contract No. 6003922-A2

SUMMARY:

6003922 100% Grant Funding – AMEND 2 – To Provide an Extension of Time Only for Continued Covid Isolation Emergency Shelter Operation Services at Located at 440 E. Grand Blvd., Detroit, MI 48207 – Contractor: Detroit Rescue Mission Ministries – Location: 150 Stimson Street, Detroit, MI 48201 – Contract Period: Upon City Council Approval through January 31, 2023 – Amended Contract Amount: \$0.00.

HOUSING AND REVITALIZATION

Total Contract Amount: \$1,216,336.00

Previous Contract Period: October 1, 2021 through September 30, 2022

RECOMMENDATION:

6003922 100% Grant Funding – AMEND 2 – To Provide an Extension of Time Only for Continued Covid Isolation Emergency Shelter Operation Services at Located at 440 E. Grand Blvd., Detroit, MI 48207 – Contractor: Detroit Rescue Mission Ministries – Location: 150 Stimson Street, Detroit, MI 48201 – Contract Period: Upon City Council Approval through January 31, 2023 – Amended Contract Amount: \$0.00.

HOUSING AND REVITALIZATION

Total Contract Amount: \$1,216,336.00

Previous Contract Period: October 1, 2021 through September 30, 2022

BY Choose an item.

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

RESOLVED: that Contract No. 6003922-A2 referred to in the foregoing communication dated September 29, 2022 be hereby and is approved.

DEPARTMENTAL CONTACT:

Name: Alexandria Vaughn-Powe
Position: Procurement Assistant



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement
FILE NUMBER: OCFO-Office of Contracting &
Procurement-1622

RE:

Submitting Reso. Autho. Contract No. 6004784

SUMMARY:

6004784 100% City Funding – To Provide Administrative Services to the Detroit Next Michigan Development Corporation for Program Operation. – Contractor: Economic Development Corporation of The City of Detroit – Location: 500 Griswold, Suite 2200, Detroit, MI 48226 – Contract Period: Upon City Council Approval through June 30, 2023 – Total Contract Amount: \$275,000.00. **HOUSING AND REVITALIZATION**

RECOMMENDATION:

6004784 100% City Funding – To Provide Administrative Services to the Detroit Next Michigan Development Corporation for Program Operation. – Contractor: Economic Development Corporation of The City of Detroit – Location: 500 Griswold, Suite 2200, Detroit, MI 48226 – Contract Period: Upon City Council Approval through June 30, 2023 – Total Contract Amount: \$275,000.00. **HOUSING AND REVITALIZATION**

BY Choose an item.

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

RESOLVED: that Contract No. 6004784 referred to in the foregoing communication dated September 29, 2022 be hereby and is approved.

DEPARTMENTAL CONTACT:

Name: Alexandria Vaughn-Powe
Position: Procurement Assistant



CITY OF DETROIT
OFFICE OF THE CHIEF FINANCIAL OFFICER
OFFICE OF CONTRACTING & PROCUREMENT

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE, SUITE 1008
DETROIT, MI 48226
PHONE: (313) 224-4600
FAX: (313) 628-1160
E-MAIL: PURCHASING@DETROITMI.GOV

October 6, 2022,

**TO: HONORABLE CITY
COUNCIL**

Re: Contracts and Purchase Orders Scheduled to be considered for the Formal Session on
October 4th, 2022

Please be advised that the Contract listed was submitted on September 29, 2022 for the
City Council Agenda for October 4, 2022 and has been amended as follows:

1. The **Contract Description, and Contractor** was Submitted Incorrectly by the
Office of Contracting and Procurement. Please see the correction(s) below:

Submitted as:

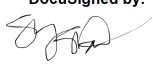
HOUSING AND REVITALIZATION

6004784 100% City Funding – **To Provide Administrative Services to the Detroit Next
Michigan Development Corporation for Program Operation. – Contractor:
Economic Development Corporation of The City of Detroit** – Location: 500
Griswold, Suite 2200, Detroit, MI 48226 – Contract Period: Upon City Council
Approval through June 30, 2023 – Total Contract Amount: \$275,000.00.

Should read as:

HOUSING AND REVITALIZATION

6004784 100% City Funding – **To Provide Economic Development Services to the City
of Detroit. – Contractor: Economic Development Corporation** – Location: 500
Griswold, Suite 2200, Detroit, MI 48226 – Contract Period: Upon City Council
Approval through June 30, 2023 – Total Contract Amount: \$275,000.00.

DocuSigned by:

333671204FFE45A...

Sandra Yu Stahl
Chief Procurement
Officer



CITY OF DETROIT
OFFICE OF THE CHIEF FINANCIAL OFFICER
OFFICE OF CONTRACTING & PROCUREMENT

Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 1008
Detroit, MI 48226
Phone: (313) 224-4600
Fax: (313) 628-1160
E-Mail: purchasing@detroitmi.gov

BY COUNCIL MEMBER: _____

RESOLVED, that **Contract #6004784** referred to in the foregoing communication dated October 6, 2022 be hereby and is approved.


David Whitaker, Esq.
Director
Irvin Corley, Jr.
Executive Policy Manager
Marcell R. Todd, Jr.
Director, City Planning Commission
Janese Chapman
Director, Historic Designation
Advisory Board

John Alexander
Roland Amarteifio
Megha Bamola
LaKisha Barclift, Esq.
Nur Barre
Paige Blessman
M. Rory Bolger, Ph.D., FAICP
Eric Fazzini, AICP
Christopher Gulock, AICP

City of Detroit
CITY COUNCIL
LEGISLATIVE POLICY DIVISION
208 Coleman A. Young Municipal Center
Detroit, Michigan 48226
Phone: (313) 224-4946 Fax: (313) 224-4336

Derrick Headd
Marcel Hurt, Esq.
Kimani Jeffrey
Edward L. King
Kelsey Maas
Jamie Murphy
Kim Newby
Analine Powers, Ph.D.
Laurie Anne Sabatini
Rebecca Savage
Ryan Schumaker
Sabrina Shockley
Renee Short
Thomas Stephens, Esq.
Timarie Szwed
Dr. Sheryl Theriot
Theresa Thomas
Ashley A. Wilson

TO: COUNCIL MEMBERS

FROM: David Whitaker, Director 
Legislative Policy Division Staff

DATE: October 5, 2022

RE: Application for an **Obsolete Property Rehabilitation Certificate by
1732 Bethune Lofts, LLC & 1800 Bethune Lofts, LLC** Public Act 146 of 2000

The Obsolete Property Rehabilitation Act (OPRA), Public Act 146 of 2000, provides for a tax incentive to encourage the redevelopment of obsolete buildings. This tax incentive is designed to assist in the redevelopment of older buildings, which are contaminated, blighted or functionally obsolete, and to return them to the tax rolls.

1732 Bethune Lofts, LLC & 1800 Bethune Lofts, LLC

The project developer and owner of the property located at 1732 W. Bethune, the first of two buildings included in the project, currently subject to City Council consideration, in the Henry Ford area of Detroit, is 1732 Bethune Lofts, LLC. Built in 1916, this element of the project as proposed, consists of one two-story apartment building¹ with first floor retail space, and 7,370 square feet of building space. The developer proposes to rehabilitate the structure to include 11 apartment units and retail space. The planned improvements include a reconfiguration of the building's layout, the replacement of all the building's major mechanical, HVAC, plumbing and electrical systems, new windows and doors, structural repairs, and facade improvements.

The affiliated developer and owner of the second building in the project, located at 1800 W. Bethune is 1800 Bethune Lofts, LLC.² Built in 1924, this portion of the project consists of one 4-story apartment building with 43,313 square feet. The developer proposes to rehabilitate the

¹ The exterior masonry will require extensive repairs and replacement after a partial veneer collapse. One commercial space will be retained, updated, and white boxed to host a small retail/café space.

² The Assessor's letter lists the owner of the property as 1732 Bethune Lofts, LLC; however, the application for the abatement was requested by 1800 Bethune Lofts, LLC (listed as the owner by the Wayne County Treasurer).

structure with a total of 84 apartment units, which will include reconfiguring the building's layout, replacement of all the building's major mechanical, HVAC, plumbing and electrical systems, windows and doors, and facade improvements.

The DEGC is recommending an abatement of **9 years for 1732 W. Bethune**, and a full 12 years for 1800 W. Bethune.³ Nineteen (20%) of the project's ninety-five overall apartments are planned to be set aside as affordable units.

Building Use Summary

| | |
|--|----------------|
| Total Residential Square Footage | 50,683 |
| Total Retail Square Footage | 2,000 |
| Number of Residential Units | 95 |
| Number of Affordable Residential Units | 19 units (20%) |

DEGC Property Tax Abatement Evaluation

| | |
|---------------------------------------|--|
| Property Address: | 1732 and 1800 W Bethune St. |
| Developer: | 1732 Bethune Lofts LLC. and 1800 Bethune Lofts LLC. |
| Development Team Principal(s): | Martin Herz and Michael Rivait |
| Prepared By: | Kaci Jackson |

Description of Incentive: Obsolete Property Rehabilitation Act, **PA 146** - incentive for redevelopment and rehabilitation for commercial or commercial mixed use buildings that are contaminated, blighted, or functionally obsolete.

| | |
|---|--|
| DEGC Abatement Term Recommendation | 9 years for 1732 Bethune; 12 years for 1800 Bethune |
|---|--|

| | |
|----------------------------------|---|
| Location | |
| Address | 1732 W Bethune St. and 1800 W Bethune St. |
| City Council District | 5 |
| Neighborhood | Henry Ford |
| Located in HRD/SNF Targeted Area | NA |

| | |
|--|----------|
| Building Use | |
| Total Residential Square Footage | 50,683 |
| Total Retail Square Footage | 2,000 |
| Number of Residential Units | 95 |
| Number of Affordable Residential Units | 19 units |

Project Description

The project involves the renovation of residential units within 1732 Bethune to incorporate new plumbing, electrical, and HVAC equipment and fixtures, appliances, and updates to finishes. The exterior masonry will require extensive repairs and replacement after a partial veneer collapse. One commercial space will be retained, updated, and white boxed to host a small retail/café space. A secondary commercial space will be converted to additional residential units, creating a total of 11 units.

As for 1800 Bethune, the building will be internally gutted prior to rehabilitation to allow for an updated layout. The building will contain 84 residential units. Upgrades will include new utilities including electrical and plumbing, new energy efficient heating, cooling and ventilation systems, new energy efficient windows and doors, construction of balconies or patios for certain units, kitchen and bathroom cabinetry, appliances, and fixtures, and repairs to the building structure as needed.

³ MCL 125.2784 (2) "...Before acting upon the application, the legislative body of the qualified local governmental unit shall hold a public hearing on the *application*..." (The application by the developer included the certificate requests for both 1732 & 1800 Bethune, which allows for a single public hearing.)

| Sources and Uses of Capital Summary | |
|--|---|
| Total Investment | \$12.4M |
| Sources | \$3.78M Equity (30.5%); \$8.612M Loan (69.5%) |
| Uses | \$8.861M Hard Costs (71.4%) \$3.538M Soft Costs (28.6%) |
| Project Economic Benefits Summary | |
| Estimated Jobs (FTE/Construction) | 2 FTE, 50 Temporary Construction Jobs |
| Estimated City benefits before tax abatement | \$2,249,917 |
| Total estimated City value of OPRA abatement | \$556,453 |
| Less cost of services & utility deductions | \$1,088,580 |
| Net Benefit to City with OPRA abatement | \$604,884 |

1732 W. Bethune
City of Detroit: Benefits, Costs, and Net Benefits over the Next 9 Years

| | Amount |
|---|---------------------------|
| Real Property Taxes, before abatement | \$72,236 |
| Personal Property Taxes, before abatement | \$0 |
| New Residential Property Taxes | \$0 |
| Municipal Income Taxes - Direct Workers | \$9,481 |
| Municipal Income Taxes - Indirect Workers | \$2,673 |
| Municipal Income Taxes - Corporate Income | \$7,316 |
| Municipal Income Taxes - Construction Period | \$6,236 |
| Municipal Income Taxes - New Res. Inhabitants | \$43,264 |
| Utility Revenue | \$96,171 |
| Utility Users' Excise Taxes | \$2,090 |
| State Revenue Sharing - Sales Tax | \$4,089 |
| Building Permits and Fees | \$5,400 |
| Miscellaneous Taxes & User Fees | \$4,910 |
| <u>Subtotal Benefits</u> | <u>\$253,867</u> |
| Cost of Providing Municipal Services | (\$5,165) |
| Cost of Providing Utility Services | (\$96,171) |
| <u>Subtotal Costs</u> | <u>(\$101,336)</u> |
| Net Benefits | \$152,531 ⁴ |

⁴ Chart courtesy of the DEGC

1732 W. Bethune

Impacted Taxing Units: Incentive Summary over the First 9 Years

| | Additional Benefits Before Tax Abatements | Additional Costs | Real Property Tax Abatement | Business Personal Property Tax Abatement | Utility Users Tax & Corporation Income Tax Exemption | Net Benefits After Tax Abatements & Incentives |
|----------------------------|--|---------------------|-----------------------------------|---|---|---|
| City of Detroit | \$253,867 | (\$101,336) | (\$72,236) | \$0 | \$0 | \$80,295 |
| Wayne County | \$18,247 | (\$1,014) | (\$17,234) | \$0 | \$0 | \$0 |
| Detroit Public Schools | \$73,822 | (\$9,582) | (\$27,963) | \$0 | \$0 | \$36,277 |
| State Education | \$12,906 | \$0 | \$0 | \$0 | \$0 | \$12,906 |
| Wayne RESA | \$11,727 | \$0 | (\$11,727) | \$0 | \$0 | \$0 |
| Wayne County Comm. College | \$6,964 | \$0 | (\$6,964) | \$0 | \$0 | \$0 |
| Wayne County Zoo | \$214 | \$0 | (\$214) | \$0 | \$0 | \$0 |
| Detroit Institute of Arts | \$429 | \$0 | (\$429) | \$0 | \$0 | \$0 |
| Total | \$378,178 | (\$111,932) | (\$136,767) | \$0 | \$0 | \$129,478 |

1800 W. Bethune

City of Detroit: Benefits, Costs, and Net Benefits over the Next 12 Years

| | Amount |
|---|--------------------------|
| Real Property Taxes, before abatement | \$484,217 |
| Personal Property Taxes, before abatement | \$0 |
| New Residential Property Taxes | \$0 |
| Municipal Income Taxes - Direct Workers | \$13,037 |
| Municipal Income Taxes - Indirect Workers | \$3,675 |
| Municipal Income Taxes - Corporate Income | \$10,059 |
| Municipal Income Taxes - Construction Period | \$52,984 |
| Municipal Income Taxes - New Res. Inhabitants | \$372,462 |
| Utility Revenue | \$980,142 |
| Utility Users' Excise Taxes | \$22,101 |
| State Revenue Sharing - Sales Tax | \$5,622 |
| Building Permits and Fees | \$45,000 |
| Miscellaneous Taxes & User Fees | \$6,752 |
| <u>Subtotal Benefits</u> | <u>\$1,996,050</u> |
| Cost of Providing Municipal Services | (\$7,102) |
| Cost of Providing Utility Services | (\$980,142) |
| <u>Subtotal Costs</u> | <u>(\$987,244)</u> |
| Net Benefits | \$1,008,806 ⁵ |

⁵ Charts courtesy of the DEGC

1800 W. Bethune

Impacted Taxing Units: Incentive Summary over the First 12 Years

| | Additional Benefits Before Tax Abatements | Additional Costs | Real Property Tax Abatement | Business Personal Property Tax Abatement | Utility Users Tax & Corporation Income Tax Exemption | Net Benefits After Tax Abatements & Incentives |
|----------------------------|--|---------------------|-----------------------------------|---|---|---|
| City of Detroit | \$1,996,050 | (\$987,244) | (\$484,217) | \$0 | \$0 | \$524,589 |
| Wayne County | \$116,916 | (\$1,394) | (\$115,522) | \$0 | \$0 | \$0 |
| Detroit Public Schools | \$443,708 | (\$13,175) | (\$187,442) | \$0 | \$0 | \$243,091 |
| State Education | \$86,512 | \$0 | \$0 | \$0 | \$0 | \$86,512 |
| Wayne RESA | \$78,610 | \$0 | (\$78,610) | \$0 | \$0 | \$0 |
| Wayne County Comm. College | \$46,685 | \$0 | (\$46,685) | \$0 | \$0 | \$0 |
| Wayne County Zoo | \$1,438 | \$0 | (\$1,438) | \$0 | \$0 | \$0 |
| Detroit Institute of Arts | \$2,877 | \$0 | (\$2,877) | \$0 | \$0 | \$0 |
| Total | \$2,772,795 | (\$1,001,813) | (\$916,791) | \$0 | \$0 | \$854,192 |

1732 W. Bethune

DEGC Chart of Taxes Before, During & After the Incentive⁶

| | Existing Taxes | New Taxes AFTER Incentive(s) | New Taxes Without Incentive |
|----------------------------|-------------------|---------------------------------|--------------------------------|
| City of Detroit | \$4,543 | \$4,544 | \$11,055 |
| Library | \$727 | \$727 | \$1,768 |
| Wayne County | \$1,260 | \$1,261 | \$3,067 |
| Detroit Public Schools | \$4,864 | \$8,914 | \$11,837 |
| State Education | \$941 | \$2,291 | \$2,291 |
| Wayne RESA | \$857 | \$858 | \$2,087 |
| Wayne County Comm. College | \$508 | \$509 | \$1,238 |
| Wayne County Zoo | \$16 | \$16 | \$38 |
| Detroit Institute of Arts | \$31 | \$31 | \$76 |
| Total | \$13,748 | \$19,149 | \$33,458 |

1800 W. Bethune

DEGC Chart of Taxes Before, During & After the Incentive⁷

| | Existing Taxes | New Taxes AFTER Incentive(s) | New Taxes Without Incentive |
|----------------------------|-------------------|---------------------------------|--------------------------------|
| City of Detroit | \$376 | \$380 | \$32,123 |
| Library | \$60 | \$61 | \$5,138 |
| Wayne County | \$104 | \$105 | \$8,912 |
| Detroit Public Schools | \$403 | \$20,142 | \$34,395 |
| State Education | \$78 | \$6,657 | \$6,657 |
| Wayne RESA | \$71 | \$72 | \$6,063 |
| Wayne County Comm. College | \$42 | \$42 | \$3,596 |
| Wayne County Zoo | \$1 | \$1 | \$111 |
| Detroit Institute of Arts | \$3 | \$3 | \$222 |
| Total | \$1,138 | \$27,463 | \$97,216 |

⁶ **1732 W. Bethune** - Existing Annual Taxes: \$13,748 - New Annual Taxes DURING the Incentive: \$19,149 & Taxes after the Incentive EXPIRES: \$33,458

⁷ **1800 W. Bethune** - Existing Annual Taxes: \$1,138 - New Annual Taxes DURING the Incentive: \$27,463 & Taxes after the Incentive EXPIRES: \$97,216

LPD Summary Data⁸

| PROJECT | PROJECT INVESTMENT | TAXING UNIT | GROSS BENEFIT | COST OF SERVICES | PA 146 VALUE | NET BENEFIT |
|---|--------------------|-------------------|--------------------|----------------------|----------------------|--------------------|
| 1732 Bethune | | Detroit | \$253,867 | (\$101,336) | (\$72,236) | \$80,295 |
| | | All Taxing Units* | \$378,178 | (\$111,932) | (\$136,767) | \$129,479 |
| 1800 Bethune | | Detroit | \$1,996,050 | (\$987,244) | (\$484,217) | \$524,589 |
| | | All Taxing Units* | \$2,772,795 | (\$1,001,813) | (\$916,791) | \$854,191 |
| PROJECT TOTALS | \$12.4 Million | Detroit | <u>\$2,249,917</u> | <u>(\$1,088,580)</u> | <u>(\$556,453)</u> | <u>\$604,884</u> |
| | | All Taxing Units* | <u>\$3,150,973</u> | <u>(\$1,001,813)</u> | <u>(\$1,053,558)</u> | <u>\$1,095,602</u> |
| *All Taxing Units is inclusive of Detroit | | | | | | |

Conclusion

The estimated total capital investment for this project is **\$12.4 million**. It is also estimated that the completed project will create 2 FTE's and 50 temporary construction jobs, in addition to 94 new housing units. The total value of the 12-year OPRA tax savings to the developer is estimated at **\$1,053,558**.⁹

Based on the investment and jobs, this project is estimated to provide the City of Detroit a net benefit of **\$604,884**, and all of the impacted taxing units, a net benefit of **\$1,095,602**, over the **9 years** for the 1732 W. Bethune OPRA tax abatement, and the 12 years of the 1800 W. Bethune OPRA tax abatement.

Please contact us if we can be of any further assistance.

Attachments: Assessor's Letter for 1732 W. Bethune, dated August 22, 2022
Assessor's Letter for 1800 W. Bethune, dated August 22, 2022

cc: Auditor General's Office
Donald Rencher, Chief of Services and Infrastructure
Antoine Bryant, Planning and Development Department
Julie Schneider, HRD
Veronica Farley, HRD
Stephanie Grimes Washington, Mayor's Office
Gail Fulton, Mayor's Office
Malinda Jensen, DEGC
Kenyetta Bridges, DEGC
Jennifer Kanalos, DEGC
Brian Vosburg, DEGC

⁸ Figures are subject to rounding.

⁹ The proposed tax savings period for 1732 W. Bethune is for 9 years and the proposed tax savings period for 1800 W. Bethune is 12 years.



Site of the project.¹⁰



1732 W. Bethune¹¹

¹⁰ Site map: courtesy of the DEGC

¹¹ Source: [1732 W Bethune St, Detroit, MI 48206 - LaSalle Gardens Retail/Restaurant Opportunity | LoopNet](#)



1800 W. Bethune¹²

¹² Source: [1800 w bethune detroit - Bing images](#)



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

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVE., SUITE 824
DETROIT, MI 48226
PHONE: 313•224•3011
FAX: 313•224•9400

August 22, 2022

Katy Trudeau, Deputy Director
Planning & Development Department
Coleman A. Young Municipal Center
2 Woodward Ave, Suite 808
Detroit, MI 48226

Re: **Obsolete Property Rehabilitation Certificate – 1732 Bethune Lofts LLC**

Addresses: 1732 W Bethune
Parcel Number: 08005730.

Dear Ms. Trudeau:

The Office of the Chief Financial Officer, Office of the Assessor, has reviewed the proposed Obsolete Property Rehabilitation Certificate for the property located at **1732 W Bethune** located in the **Henry Ford** area of the City of Detroit.

The rationale for Obsolete Property Rehabilitation Certificates under PA 146 of 2000, as amended, is based on the anticipation of increased market value upon completion of new construction and /or significant rehabilitation of existing commercial property and commercial housing property. Normal repair and maintenance are not assessed and do not necessarily generate additional market value.

The 2022 values are as follows:

| Parcel # | Address | Building Assessed Value (SEV) | Building Taxable Value | Land Assessed Value (SEV) | Land Taxable Value |
|-----------|----------------|-------------------------------|------------------------|---------------------------|--------------------|
| 08005730. | 1732 W Bethune | \$ 154,700 | \$ 154,700 | \$ 2,200 | \$ 2,200 |
| | | | | | |

The project as proposed by the **1732 Bethune Lofts LLC** consists of one two-story apartment building with first floor retail space, consisting of 7,370 square feet and built in 1916. The developer proposes to rehabilitate the structure with 11 apartment units and retail space. The building will undergo major renovations including layout reconfiguration, all major mechanical, HVAC, plumbing and electrical systems replacement, new windows and doors, structural repairs, and façade improvements.



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

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVE., SUITE 824
DETROIT, MI 48226
PHONE: 313•224•3011
FAX: 313•224•9400

Obsolete Property Rehabilitation Certificate
1732 Bethune Lofts LLC
Page 2

This property meets the criteria set forth under PA 146 of 2000, as amended. It applies to blighted, functionally obsolete and contaminated properties. "Rehabilitation," meaning that changes to qualified facilities that are required to restore or modify the property, together with all appurtenances, to an economically efficient condition. Rehabilitation also includes major renovation and modification including, but not necessarily limited to, the improvement of floor loads, correction of deficient or excessive height, new or improved fixed building equipment, including heating, ventilation, and lighting, reducing multistory facilities to 1 or 2 stories, adding additional stories to a facility or adding additional space on the same floor level not to exceed 100% of the existing floor space on that floor level, improved structural support including foundations, improved roof structure and cover, floor replacement, improved wall placement, improved exterior and interior appearance of buildings, and other physical changes required to restore or change the obsolete property to an economically efficient condition.

A review of the project plan and related statutes indicated that the proposed Obsolete Property Rehabilitation Certificate for the property located at **1732 W Bethune** is eligible as it pertains to the Obsolete Property Rehabilitation Act under P.A. 146 of 2000, as amended.

Sincerely,

Charles Ericson, MMAO
Assessor/Board of Assessors



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

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVE., SUITE 824
DETROIT, MI 48226
PHONE: 313•224•3011
FAX: 313•224•9400

Obsolete Property Rehabilitation Certificate
1732 Bethune Lofts LLC
Page 3

Property Address: 1732 W BETHUNE
Parcel Number: 08005730.
Property Owner: 1732 BETHUNE LOFTS LLC
Legal Description: E CHURCHILL 12 BLK 15 IRVING PL SUB L11 P5 PLATS, W C R 8/84 40 X 120





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

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVE., SUITE 824
DETROIT, MI 48226
PHONE: 313•224•3011
FAX: 313•224•9400

August 22, 2022

Katy Trudeau, Deputy Director
Planning & Development Department
Coleman A. Young Municipal Center
2 Woodward Ave, Suite 808
Detroit, MI 48226

Re: **Obsolete Property Rehabilitation Certificate – 1800 Bethune Lofts LLC**
Address: 1800 W Bethune
Parcel Number: 08005733.

Dear Ms. Trudeau:

The Office of the Chief Financial Officer, Office of the Assessor, has reviewed the proposed Obsolete Property Rehabilitation Certificate for the property located at **1800 W Bethune** located in the **Henry Ford** area of the City of Detroit.

The rationale for Obsolete Property Rehabilitation Certificates under PA 146 of 2000, as amended, is based on the anticipation of increased market value upon completion of new construction and /or significant rehabilitation of existing commercial property and commercial housing property. Normal repair and maintenance are not assessed and do not necessarily generate additional market value.

The 2022 values are as follows:

| Parcel # | Address | Building Assessed Value (SEV) | Building Taxable Value | Land Assessed Value (SEV) | Land Taxable Value |
|-----------|----------------|-------------------------------|------------------------|---------------------------|--------------------|
| 08005733. | 1800 W Bethune | \$ 729,300 | \$ 12,869 | \$ 6,500 | \$ 115 |

The district as proposed by the **1800 Bethune Lofts LLC** consists of one 4-story apartment building with 43,313 square feet, built in 1924. The developer proposes to rehabilitate the structure with a total of 84 apartment units. The building will undergo major renovations including layout reconfiguration, all major mechanical, HVAC, plumbing and electrical systems replacement, new windows and doors, structural repairs, and façade improvements.



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

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVE., SUITE 824
DETROIT, MI 48226
PHONE: 313•224•3011
FAX: 313•224•9400

Obsolete Property Rehabilitation Certificate
1800 Bethune Lofts LLC
Page 2

This property meets the criteria set forth under PA 146 of 2000, as amended. It applies to blighted, functionally obsolete and contaminated properties. "Rehabilitation," meaning that changes to qualified facilities that are required to restore or modify the property, together with all appurtenances, to an economically efficient condition. Rehabilitation also includes major renovation and modification including, but not necessarily limited to, the improvement of floor loads, correction of deficient or excessive height, new or improved fixed building equipment, including heating, ventilation, and lighting, reducing multistory facilities to 1 or 2 stories, adding additional stories to a facility or adding additional space on the same floor level not to exceed 100% of the existing floor space on that floor level, improved structural support including foundations, improved roof structure and cover, floor replacement, improved wall placement, improved exterior and interior appearance of buildings, and other physical changes required to restore or change the obsolete property to an economically efficient condition.

A review of the project plan and related statutes indicated that the proposed Obsolete Property Rehabilitation Certificate for the property located at **1800 W Bethune** is eligible as it pertains to the Obsolete Property Rehabilitation Act under P.A. 146 of 2000, as amended.

Sincerely,

Charles Ericson, MMAO
Assessor/Board of Assessors

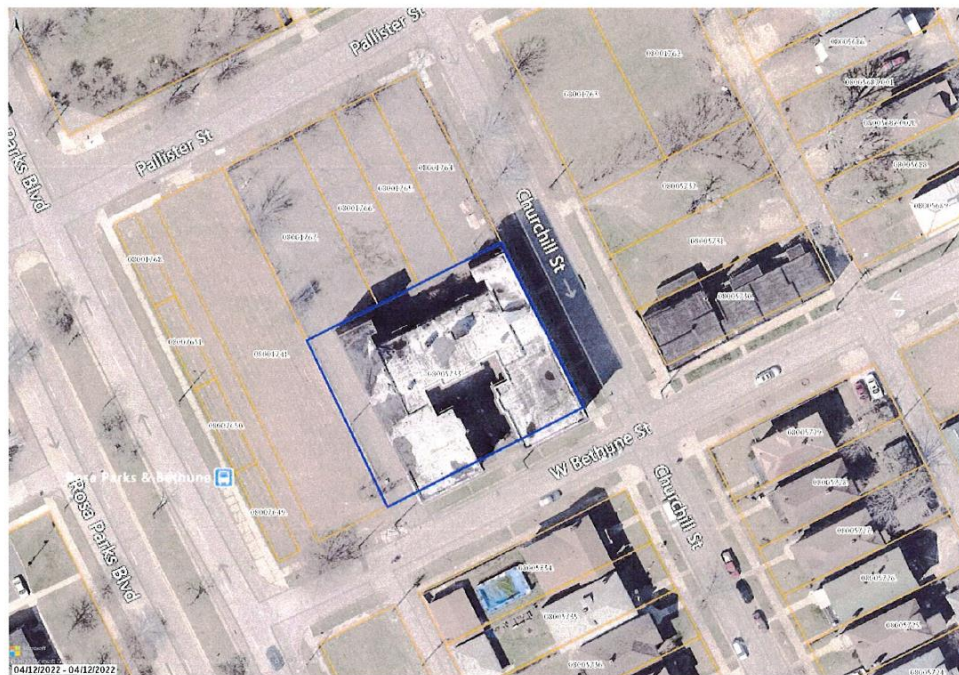


CITY OF DETROIT
OFFICE OF THE CHIEF FINANCIAL OFFICER
OFFICE OF THE ASSESSOR

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVE., SUITE 824
DETROIT, MI 48226
PHONE: 313•224•3011
FAX: 313•224•9400

Obsolete Property Rehabilitation Certificate
1800 Bethune Lofts LLC
Page 3

Property Address: 1800 W BETHUNE
Parcel Number: 08005733.
Property Owner: 1732 BETHUNE LOFTS LLC
Legal Description: W CHURCHILL 3 THRU 1 AND VAC ALLEY ADJ BLK 16 IRVING PLACE SUB L11 P5 PLATS, W C R 8/84
120 X 142.42A





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

Phone: 313.224.6380
Fax: 313.224.1629
www.detroitmi.gov

August 15, 2022

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

Re: Request for Public Hearing to Approve an Obsolete Property Rehabilitation Certificate on behalf of 1732 Bethune Lofts, LLC in the area of 1732 Bethune Avenue & 1800 Bethune Avenue , Detroit, Michigan, in accordance with Public Act 146 of 2000 (Petition #1530).

Honorable City Council:

The Housing and Revitalization Department and Finance Departments have reviewed the application of **1732 Bethune Lofts, LLC** and find that it satisfies the criteria set forth by P.A. 146 of 2000 and would be consistent with development and economic goals of the Master Plan.

Public Act 146 of 2000 states that the legislative body of the qualified local governmental unit, shall by resolution either approve or disapprove the application for an Obsolete Property Rehabilitation Exemption Certificate in accordance with Section 8 and other provisions of this act. Prior to acting upon a resolution to recommend approval, a public hearing must be held, and the City Clerk must provide written notice of the public hearing to the assessor and to the governing body of each taxing unit that levies an ad valorem tax within the eligible district.

We request that a Public Hearing be scheduled on the issue of approving the application for the Obsolete Property Rehabilitation Certificate. Attached for your consideration, please find a resolution establishing a date and time for the public hearing.

Respectfully submitted,

DocuSigned by:

A handwritten signature in black ink, appearing to read "Kelly R. Vickers".

A1E218A0ECAA417...

Kelly R. Vickers

Chief Housing Development & Investment Officer

KV/jc

cc: G. Fulton, Mayor's Office
A. Bryant, P&DD
J. Schnieder, HRD
J. Cook, HRD



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

Phone: 313.224.6380
Fax: 313.224.1629
www.detroitmi.gov

BY COUNCIL MEMBER_____

WHEREAS, pursuant to Public Act No. 146 of 2000 (“the Act”) this City Council may adopt resolution which approves the application of an Obsolete Property Rehabilitation Certificate within the boundaries of the City of Detroit; and

WHEREAS, **1732 Bethune Lofts, LLC** has made application for an Obsolete Property Rehabilitation Certificate whose boundaries are particularly described in the map and legal description attached hereto; and

WHEREAS, prior to such approval, the City Council shall provide an opportunity for a Public Hearing, at which Public Hearing on such adoption of a resolution providing such tax exemption, at which Public Hearing representatives of any taxing authority levying *ad valorem* taxes within the City, or any other resident or taxpayer of the City of Detroit may appear and be heard on the matter.

NOW THEREFORE BE IT

RESOLVED, that on the _____, **2022**, a Public Hearing be held on the above described application and be it finally

RESOLVED, that the City Clerk shall give notice of the Public Hearing to the general public and shall give written notice of the Public Hearing by certified mail to all taxing authorities levying an *ad valorem* tax within the City of Detroit.

Janice M. Winfrey
City Clerk

City of Detroit
OFFICE OF THE CITY CLERK

Andre P. Gilbert II
Deputy City Clerk

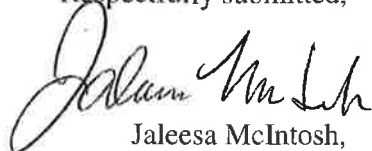
August 15, 2022

To: Katharine G. Trudeau, Deputy Director
Planning and Development Department
Coleman A. Young Municipal Center
2 Woodward Ave. Suite 808
Detroit, MI. 48226

Re: Request for the application for Obsolete Property Rehabilitation Exemption Certificate for the property located at 1732 Bethune Avenue and 1800 Bethune Avenue. **(RELATED TO PETITION #1530)**

Please find attached an application Request for Obsolete Property Rehabilitation Exemption Certificate for the property located at 1732 Bethune Avenue and 1800 Bethune Avenue

Respectfully submitted,



Jaleesa McIntosh,
Jr. Assistant City Council Committee Clerk
Office of the City Clerk

Application for Obsolete Property Rehabilitation Exemption Certificate

This form is issued as provided by Public Act 146 of 2000, as amended. This application should be filed after the district is established. This project will not receive tax benefits until approved by the State Tax Commission. Applications received after October 31 may not be acted upon in the current year. This application is subject to audit by the State Tax Commission.

INSTRUCTIONS: File the original and two copies of this form and the required attachments with the clerk of the local government unit. (The State Tax Commission requires two copies of the Application and attachments. The original is retained by the clerk.) Please see State Tax Commission Bulletin 9 of 2000 for more information about the Obsolete Property Rehabilitation Exemption. The following must be provided to the local government unit as attachments to this application: (a) General description of the obsolete facility (year built, original use, most recent use, number of stories, square footage); (b) General description of the proposed use of the rehabilitated facility, (c) Description of the general nature and extent of the rehabilitation to be undertaken, (d) A descriptive list of the fixed building equipment that will be a part of the rehabilitated facility, (e) A time schedule for undertaking and completing the rehabilitation of the facility, (f) A statement of the economic advantages expected from the exemption. A statement from the assessor of the local unit of government, describing the required obsolescence has been met for this building, is required with each application. Rehabilitation may commence after establishment of district.


| | | |
|---|---|---|
| Applicant (Company) Name (applicant must be the OWNER of the facility) | | |
| 1732 Bethune Lofts, LLC | | |
| Company Mailing address (No. and street, P.O. Box, City, State, ZIP Code) | | |
| 5918 St. Antoine Street, Apartment 501, Detroit, MI 48202 | | |
| Location of obsolete facility (No. and street, City, State, ZIP Code) | | |
| 1732 Bethune Avenue | | |
| City, Township, Village (indicate which) | | County |
| Detroit | | Wayne |
| Date of Commencement of Rehabilitation (mm/dd/yyyy) | Planned date of Completion of Rehabilitation (mm/dd/yyyy) | School District where facility is located (include school code) |
| 5/1/2022 | 5/1/2023 | Detroit City Schools |
| Estimated Cost of Rehabilitation | Number of years exemption requested | Attach Legal description of Obsolete Property on separate sheet |
| \$1,748,000.00 | 12 | |
| Expected project likelihood (check all that apply): | | |
| <input checked="" type="checkbox"/> Increase Commercial activity | <input type="checkbox"/> Retain employment | <input checked="" type="checkbox"/> Revitalize urban areas |
| <input checked="" type="checkbox"/> Create employment | <input type="checkbox"/> Prevent a loss of employment | <input checked="" type="checkbox"/> Increase number of residents in the community in which the facility is situated |
| Indicate the number of jobs to be retained or created as a result of rehabilitating the facility, including expected construction employment <u>1</u> | | |
| Each year, the State Treasurer may approve 25 additional reductions of half the school operating and state education taxes for a period not to exceed six years. Check the following box if you wish to be considered for this exclusion. | | |
| <input checked="" type="checkbox"/> | | |

APPLICANT'S CERTIFICATION

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all of the information is truly descriptive of the property for which this application is being submitted. Further, the undersigned is aware that, if any statement or information provided is untrue, the exemption provided by Public Act 146 of 2000 may be in jeopardy.

The applicant certifies that this application relates to a rehabilitation program that, when completed, constitutes a rehabilitated facility, as defined by Public Act 146 of 2000, as amended, and that the rehabilitation of the facility would not be undertaken without the applicant's receipt of the exemption certificate.

It is further certified that the undersigned is familiar with the provisions of Public Act 146 of 2000, as amended, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Obsolete Property Rehabilitation Exemption Certificate by the State Tax Commission.

| | | |
|---|------------------------|------------|
| Name of Company Officer (no authorized agents) | Telephone Number | Fax Number |
| Michael Rivait | (248) 670-2011 | |
| Mailing Address | Email Address | |
| 5918 St. Antoine Street, Apartment 501, Detroit, MI 48202 | michael@newdetroit.com | |
| Signature of Company Officer (no authorized agents) | Title | |
|  | Owner | |

LOCAL GOVERNMENT UNIT CLERK CERTIFICATION

The Clerk must also complete Parts 1, 2 and 4 on Page 2. Part 3 is to be completed by the Assessor.

| | |
|-----------|---------------------------|
| Signature | Date application received |
| | |

FOR STATE TAX COMMISSION USE

| | | |
|--------------------|---------------|-----------|
| Application Number | Date Received | LUCI Code |
| | | |

LOCAL GOVERNMENT ACTION

This section is to be completed by the clerk of the local governing unit before submitting the application to the State Tax Commission. Include a copy of the resolution which approves the application and instruction items (a) through (f) on page 1, and a separate statement of obsolescence from the assessor of record with the State Assessor's Board. All sections must be completed in order to process.

PART 1: ACTION TAKEN

| | | |
|---|-----------|-------------|
| Action Date: _____ | | |
| <input type="checkbox"/> Exemption Approved for _____ Years, ending December 30, _____ (not to exceed 12 years) | | |
| <input type="checkbox"/> Denied | | |
| Date District Established | LUCI Code | School Code |

PART 2: RESOLUTIONS (the following statements must be included in resolutions approving)

| | |
|--|---|
| <p>A statement that the local unit is a Qualified Local Governmental Unit.</p> <p>A statement that the Obsolete Property Rehabilitation District was legally established including the date established and the date of hearing as provided by section 3 of Public Act 146 of 2000.</p> <p>A statement indicating whether the taxable value of the property proposed to be exempt plus the aggregate taxable value of property already exempt under Public Act 146 of 2000 and under Public Act 198 of 1974 (IFT's) exceeds 5% of the total taxable value of the unit.</p> <p>A statement of the factors, criteria and objectives, if any, necessary for extending the exemption, when the certificate is for less than 12 years.</p> <p>A statement that a public hearing was held on the application as provided by section 4(2) of Public Act 146 of 2000 including the date of the hearing.</p> <p>A statement that the applicant is not delinquent in any taxes related to the facility.</p> <p>If it exceeds 5% (see above), a statement that exceeding 5% will not have the effect of substantially impeding the operation of the Qualified Local Governmental Unit or of impairing the financial soundness of an affected taxing unit.</p> <p>A statement that all of the items described under "Instructions" (a) through (f) of the Application for Obsolete Property Rehabilitation Exemption Certificate have been provided to the Qualified Local Governmental Unit by the applicant.</p> | <p>A statement that the application is for obsolete property as defined in section 2(h) of Public Act 146 of 2000.</p> <p>A statement that the commencement of the rehabilitation of the facility did not occur before the establishment of the Obsolete Property Rehabilitation District.</p> <p>A statement that the application relates to a rehabilitation program that when completed constitutes a rehabilitated facility within the meaning of Public Act 146 of 2000 and that is situated within an Obsolete Property Rehabilitation District established in a Qualified Local Governmental Unit eligible under Public Act 146 of 2000 to establish such a district.</p> <p>A statement that completion of the rehabilitated facility is calculated to, and will at the time of issuance of the certificate, have the reasonable likelihood to, increase commercial activity, create employment, retain employment, prevent a loss of employment, revitalize urban areas, or increase the number of residents in the community in which the facility is situated. The statement should indicate which of these the rehabilitation is likely to result in.</p> <p>A statement that the rehabilitation includes improvements aggregating 10% or more of the true cash value of the property at commencement of the rehabilitation as provided by section 2(l) of Public Act 146 of 2000.</p> <p>A statement of the period of time authorized by the Qualified Local Governmental Unit for completion of the rehabilitation.</p> |
|--|---|

PART 3: ASSESSOR RECOMMENDATIONS

Provide the Taxable Value and State Equalized Value of the Obsolete Property, as provided in Public Act 146 of 2000, as amended, for the tax year immediately preceding the effective date of the certificate (December 31st of the year approved by the STC).

| Taxable Value | | State Equalized Value (SEV) | |
|---------------------------|--|-------------------------------|-----------------------------------|
| Building(s) | | | |
| Name of Governmental Unit | | Date of Action on application | Date of Statement of Obsolescence |

PART 4: CLERK CERTIFICATION

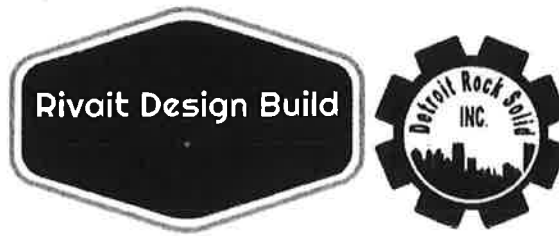
The undersigned clerk certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way. Further, the undersigned is aware that if any information provided is untrue, the exemption provided by Public Act 146 of 2000 may be in jeopardy.

| | | | |
|-------------------------|------------------|------------|---------------|
| Name of Clerk | Clerk Signature | Date | |
| Clerk's Mailing Address | City | State | ZIP Code |
| | Telephone Number | Fax Number | Email Address |

Mail completed application and attachments to: Michigan Department of Treasury
State Tax Commission
P.O. Box 30471
Lansing, Michigan 48909-7971

If you have any questions, call 517- 335-7491.

For guaranteed receipt by the State Tax Commission, it is recommended that applications and attachments are sent by certified mail.



March 22, 2022

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

RE: Request for the Establishment of an Obsolete Property Rehabilitation Exemption Certificate located at 1732 Bethune Avenue, Detroit, Wayne County, Michigan for 1732 Bethune Lofts, LLC

Honorable City Council:

Please accept this letter and attachments as a request to establish an Obsolete Property Rehabilitation Act (OPRA) Exemption Certificate in accordance with P.A. 146 of 2000 for the property located at 1732 Bethune Avenue, Detroit, Wayne County, Michigan (the "Property"), further described in Attachment A.

Company and Project Synopsis

1732 Bethune Lofts, LLC was founded by Michael Rivait and Martin Herz in 2021. Michael Rivait, owner of Rivait Design + Build Group (the general contractor (GC)) has been investing in southeast Michigan since 1985 and is well-versed in real estate, building and contracting, and development. In over 35 years, Rivait Design + Build has built over 200 energy efficient homes and residential projects, before expanding to include additional construction and development of senior living condos and apartment buildings. With demonstrated experience in building and rehabilitating residential properties in southeast Michigan, Michael has recently completed the rehabilitation of Elaine Lofts in Milwaukee Junction. As a German native, Martin Herz has his B.S. and M.S in Structural Engineering and a vast background in entrepreneurship ventures. In 2016, Herz moved to Detroit and founded Detroit Rock Solid. He owns, renovates, and manages real estate in the city and southeast Michigan, focusing on his own neighborhood and the surrounded LaSalle Gardens neighborhood.

1732 Bethune Avenue was acquired in July 2021 by the applicant, 1732 Bethune Lofts, LLC.

The proposed project contains one parcel and totals approximately 0.110 acres. The property is occupied by a two- and one-half split level mixed-use building totaling approximately 7,370 square feet. The project will entail the rehabilitation and renovation of the current building to provide 11 residential apartment units and one commercial space.

PA 146 Request

This application documents the request for the establishment of a Commercial Rehabilitation Exemption Certificate. A 12-year abatement is being requested.

***Request for Establishment of an Obsolete Property Rehabilitation Exemption Certificate at
1732 Bethune, Detroit, Wayne County, Michigan
For 1732 Bethune Lofts LLC***

The proposed project occurs on property within an Obsolete Property Rehabilitation District that has been established by a qualified local governmental unit by resolution. The property meets the definition of "obsolete property" as defined in Section 2 of Public Act 146 as commercial housing property that is "functionally obsolete" as defined in Section 2 of the Brownfield Redevelopment Financing Act, 1996 PA 381, MCL 125.2652.

Necessity for Tax Relief

The property currently contains a deteriorating building that will require selective demolition and significant repair with the property rehabilitation. Substantial investment is necessary to rehabilitate the property into a viable, long-term mixed-use development. In order to secure financing and meet lender debt service requirements, the operating costs of the proposed renovations and redevelopment of the project need to be kept as low as possible (including property taxes). Without the receipt of the Obsolete Property Rehabilitation Certificate, the development would not be possible.

Closing

1732 Bethune Lofts, LLC is a compassionate group of professionals with a proven track record and experience in multi-family investments within the City of Detroit. Members of the Development team have reached out to members of the community, local Block Clubs, and neighboring property owners regarding the new ownership and anticipated improvements. The development team has garnered meaningful positive feedback and generated excitement for the proposed project.

The team is looking forward to pursuing this redevelopment and creating a community space on the heart of Detroit's Henry Ford Neighborhood.

Respectfully submitted,



Michael Rivait
1732 Bethune Lofts, LLC
michael@newdetroit.com
(248) 670-2011

Submitted with Assistance from:
Ginny Dougherty
PM Environmental, Inc.
dougherty@pmenv.com
(248) 414-1436

Attachment A: Detailed Project Description
Attachment B: Parcel Map

cc: N. Marsh, DEGC
V. Farley, HRD

Attachment A



***Request for Establishment of an Obsolete Property Rehabilitation Exemption Certificate at
1732 Bethune, Detroit, Wayne County, Michigan
For 1732 Bethune Lofts LLC***

General Description

The proposed Obsolete Property Rehabilitation Act (OPRA) project is bounded by the property line to the north, a public alley to the east, Bethune Avenue to the south, and Churchill Street to the west. The parcel is located in the Henry Ford Neighborhood of Detroit and consists of one parcel totaling approximately 0.110 acres. The property is occupied by a two- and one-half split level mixed-use building, totaling approximately 7,370 square feet.



The property has been developed with the residential apartments since 1916. The building requires significant renovations to be brought up to code and current market demands.

The property is located along the Rosa Parks Boulevard corridor, within the Henry Ford neighborhood, and is within walking distance to many of the City's amenities, including the Henry Ford Hospital, Motown Museum, and LaSalle Park. The project is near the Rosa Parks – Clairmont Revitalization Framework area that encourages renovation and development of homes and business within existing building stock. The project also aids in the transformation of Rosa Parks Boulevard by increasing investment and providing a walkable destination within the corridor.

Description of Proposed Use

The project involves the renovation of eleven (11) residential units within 1732 Bethune. One commercial space will be retained, updated, and white boxed to host a small retail/café space or similar type of tenant. Units will include an upper-medium level finish standard, including stainless steel appliances, granite countertops, and an open loft style. Amenities will include central air conditioning for each unit, in-unit laundry, hardwood floors, and gated parking lots. New landscaping will also be installed throughout the site.



| Unit Type | Unit Count | Bathrooms | Unit Avg Sq Ft |
|---------------------|------------|-----------|----------------|
| 1732 Bethune | | | |
| 1-bdr | 9 | 1 | 580 |
| 2-bdr | 2 | 1 | 800 |
| Commercial | 1 | NA | 2,000 |

Nature and Extent of the Rehabilitation

The property currently contains a deteriorating building that will require selective demolition and significant repair with the property rehabilitation. A priority for the rehabilitation includes immediate repairs to ensure water-tightness to the building. This work includes roof repairs and extensive masonry work to repair areas of previous collapse. The building will receive electrical, plumbing, and mechanical/HVAC upgrades and replacement to improve the current conditions and meet modern demands while providing increased efficiency. The rehabilitation will require new energy efficient windows and doors, and new kitchen and bathroom cabinetry, appliances, and fixtures.

Descriptive List of the Fixed Building Equipment

Renovations, new fixed building equipment and materials for the project include;

- Masonry; restoration activities associated with the existing building
- Carpentry; including framing, kitchen cabinetry, vanities, trim work
- Thermal and Moisture Protection; roofing system, caulking and sealing, waterproofing
- Doors and Windows; new windows, exterior doors, interior doors/frames/hardware
- Mechanical; plumbing and HVAC
- Electrical; electrical work, security system, and communications
- Fire alarm/suppression system
- Finishes; drywall and insulation, hard tile, hardwood flooring, painting, granite countertops
- Specialties; elevator, fire extinguishers, toilet accessories, and appliances

Time Schedule

The written application for establishment of the Obsolete Property Rehabilitation District has been submitted to the City of Detroit for review and currently awaits a public hearing and City Council vote for approval. Renovation activities are anticipated to commence immediately following approval of the OPRA District. Construction activities will take one year for completion.

Statement of Economic Advantages

Hard-cost investment is estimated at \$900,000, with total project investment estimated at \$1.7 million. The Developer plans to apply for a 12-year real property tax abatement under the provisions of a PA 146 Obsolete Property Rehabilitation Act tax abatement. The remaining sources of funds for the project are through owner equity and permanent financing.

On a short-term basis approximately 50 full-time equivalent (FTE) construction jobs will be created. On a long-term basis, the proposed redevelopment associated with the Development will create approximately one full-time equivalent (FTE) job related to the management and maintenance of the property. The Development will house approximately 11 new Detroit households. Therefore, it is anticipated the City of Detroit will collect approximately 2.4% income tax per resident per year. The table below illustrates the resident tax impact the development will have following completion.

**Request for Establishment of an Obsolete Property Rehabilitation Exemption Certificate at
1732 Bethune, Detroit, Wayne County, Michigan
For 1732 Bethune Lofts LLC**

| Residential Benefits | Annual Amount |
|--|----------------------|
| 11 apartment units | |
| \$30,894 x 11 x 2.4% (Median Household Income x Units x 2.4%) | \$8,156 |
| One FTE permanent job | |
| \$45,000 x 1 x 2.4% | \$1,080 |
| Total | \$9,236 |

Upon completion, the Development will return an obsolete property to productive use and will restore residential density in an area challenged by the prevalence of vacant land and structures, but rich in history and primed for rehabilitation of these historic properties for additional households. Activation of this property, along with the upcoming Rosa Parks/12th Street Streetscape project, will spur further growth and act as a catalyst for future redevelopment along the Rosa Parks corridor and the surrounding neighborhoods.

The granting of the tax abatement will not result in any fewer taxes to the City in the short-term or long-term. All City taxes are current as of the date of this submittal. Following expiration of the 12-year abatement the building will deliver a significant increase in tax revenue. Over time, the successful redevelopment and cultural growth will have a catalyst effect within this neighborhood.

Legal Description

Parcel Number: 08005730

Address: 1732 Bethune

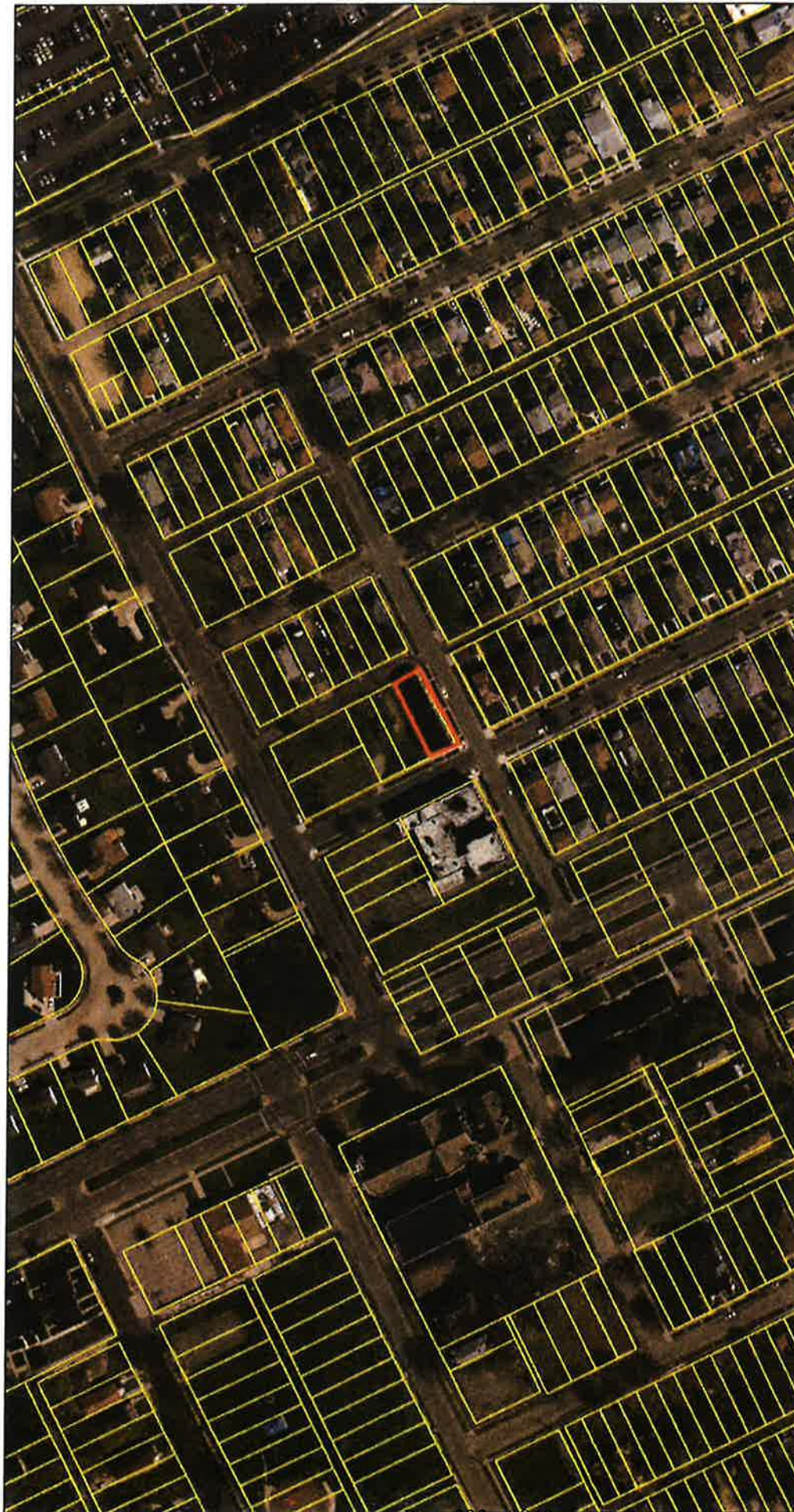
Acres: 0.11

Legal Description: E CHURCHILL 12 BLK 15 IRVING PL SUB L11 P5 PLATS, W C R 8/84 40 X 120

Parcel Map



1732 W. Bethune Street



April 16, 2021

Condominiums

Parcel Boundaries

1:2,257

0 0.02 0.04 0.08 mi
0 0.03 0.07 0.13 km

SEMCOG, Esri, Canada, Esri, HERE, Garmin, INCREMENT P,
USGS, EPA, USDA, AAFC, NRCan

Application for Obsolete Property Rehabilitation Exemption Certificate

This form is issued as provided by Public Act 146 of 2000, as amended. This application should be filed after the district is established. This project will not receive tax benefits until approved by the State Tax Commission. Applications received after October 31 may not be acted upon in the current year. This application is subject to audit by the State Tax Commission.

INSTRUCTIONS: File the original and two copies of this form and the required attachments with the clerk of the local government unit. (The State Tax Commission requires two copies of the Application and attachments. The original is retained by the clerk.) Please see State Tax Commission Bulletin 9 of 2000 for more information about the Obsolete Property Rehabilitation Exemption. The following must be provided to the local government unit as attachments to this application: (a) General description of the obsolete facility (year built, original use, most recent use, number of stories, square footage); (b) General description of the proposed use of the rehabilitated facility, (c) Description of the general nature and extent of the rehabilitation to be undertaken, (d) A descriptive list of the fixed building equipment that will be a part of the rehabilitated facility, (e) A time schedule for undertaking and completing the rehabilitation of the facility, (f) A statement of the economic advantages expected from the exemption. A statement from the assessor of the local unit of government, describing the required obsolescence has been met for this building, is required with each application. Rehabilitation may commence after establishment of district.

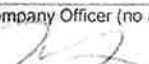
| | | |
|---|---|---|
| Applicant (Company) Name (applicant must be the OWNER of the facility) | | |
| 1800 Bethune Lofts, LLC | | |
| Company Mailing address (No. and street, P.O. Box, City, State, ZIP Code) | | |
| 5918 St. Antoine Street, Apartment 501, Detroit, MI 48202 | | |
| Location of obsolete facility (No. and street, City, State, ZIP Code) | | |
| 1800 Bethune Avenue | | |
| City, Township, Village (indicate which) | | County |
| Detroit | | Wayne |
| Date of Commencement of Rehabilitation (mm/dd/yyyy) | Planned date of Completion of Rehabilitation (mm/dd/yyyy) | School District where facility is located (include school code) |
| 5/1/2022 | 5/1/2023 | Detroit City Schools |
| Estimated Cost of Rehabilitation | Number of years exemption requested | Attach Legal description of Obsolete Property on separate sheet |
| \$10,766,000.00 | 12 | |
| Expected project likelihood (check all that apply): | | |
| <input type="checkbox"/> Increase Commercial activity | <input type="checkbox"/> Retain employment | <input checked="" type="checkbox"/> Revitalize urban areas |
| <input checked="" type="checkbox"/> Create employment | <input type="checkbox"/> Prevent a loss of employment | <input checked="" type="checkbox"/> Increase number of residents in the community in which the facility is situated |
| Indicate the number of jobs to be retained or created as a result of rehabilitating the facility, including expected construction employment <u>1</u> | | |
| Each year, the State Treasurer may approve 25 additional reductions of half the school operating and state education taxes for a period not to exceed six years. Check the following box if you wish to be considered for this exclusion. | | |
| <input checked="" type="checkbox"/> | | |

APPLICANT'S CERTIFICATION

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all of the information is truly descriptive of the property for which this application is being submitted. Further, the undersigned is aware that, if any statement or information provided is untrue, the exemption provided by Public Act 146 of 2000 may be in jeopardy.

The applicant certifies that this application relates to a rehabilitation program that, when completed, constitutes a rehabilitated facility, as defined by Public Act 146 of 2000, as amended, and that the rehabilitation of the facility would not be undertaken without the applicant's receipt of the exemption certificate.

It is further certified that the undersigned is familiar with the provisions of Public Act 146 of 2000, as amended, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Obsolete Property Rehabilitation Exemption Certificate by the State Tax Commission.

| | | |
|---|------------------------|------------|
| Name of Company Officer (no authorized agents) | Telephone Number | Fax Number |
| Michael Rivait | (248) 670-2011 | |
| Mailing Address | Email Address | |
| 5918 St. Antoine Street, Apartment 501, Detroit, MI 48202 | michael@newdetroit.com | |
| Signature of Company Officer (no authorized agents) | Title | |
|  | Owner | |

LOCAL GOVERNMENT UNIT CLERK CERTIFICATION

The Clerk must also complete Parts 1, 2 and 4 on Page 2. Part 3 is to be completed by the Assessor.

| | |
|-----------|---------------------------|
| Signature | Date application received |
| | |

FOR STATE TAX COMMISSION USE

| | | |
|--------------------|---------------|-----------|
| Application Number | Date Received | LUCI Code |
| | | |

LOCAL GOVERNMENT ACTION

This section is to be completed by the clerk of the local governing unit before submitting the application to the State Tax Commission. Include a copy of the resolution which approves the application and Instruction items (a) through (f) on page 1, and a separate statement of obsolescence from the assessor of record with the State Assessor's Board. All sections must be completed in order to process.

PART 1: ACTION TAKEN

| | | |
|---|-----------|-------------|
| Action Date: _____ | | |
| <input type="checkbox"/> Exemption Approved for _____ Years, ending December 30, _____ (not to exceed 12 years) | | |
| <input type="checkbox"/> Denied | | |
| Date District Established | LUCI Code | School Code |

PART 2: RESOLUTIONS (the following statements must be included in resolutions approving)

| | |
|---|---|
| <p>A statement that the local unit is a Qualified Local Governmental Unit</p> <p>A statement that the Obsolete Property Rehabilitation District was legally established including the date established and the date of hearing as provided by section 3 of Public Act 146 of 2000.</p> <p>A statement indicating whether the taxable value of the property proposed to be exempt plus the aggregate taxable value of property already exempt under Public Act 146 of 2000 and under Public Act 198 of 1974 (IFT's) exceeds 5% of the total taxable value of the unit.</p> <p>A statement of the factors, criteria and objectives, if any, necessary for extending the exemption, when the certificate is for less than 12 years.</p> <p>A statement that a public hearing was held on the application as provided by section 4(2) of Public Act 146 of 2000 including the date of the hearing.</p> <p>A statement that the applicant is not delinquent in any taxes related to the facility.</p> <p>If it exceeds 5% (see above), a statement that exceeding 5% will not have the effect of substantially impeding the operation of the Qualified Local Governmental Unit or of impairing the financial soundness of an affected taxing unit.</p> <p>A statement that all of the items described under "Instructions" (a) through (f) of the Application for Obsolete Property Rehabilitation Exemption Certificate have been provided to the Qualified Local Governmental Unit by the applicant.</p> | <p>A statement that the application is for obsolete property as defined in section 2(h) of Public Act 146 of 2000.</p> <p>A statement that the commencement of the rehabilitation of the facility did not occur before the establishment of the Obsolete Property Rehabilitation District.</p> <p>A statement that the application relates to a rehabilitation program that when completed constitutes a rehabilitated facility within the meaning of Public Act 146 of 2000 and that is situated within an Obsolete Property Rehabilitation District established in a Qualified Local Governmental Unit eligible under Public Act 146 of 2000 to establish such a district.</p> <p>A statement that completion of the rehabilitated facility is calculated to, and will at the time of issuance of the certificate, have the reasonable likelihood to, increase commercial activity, create employment, retain employment, prevent a loss of employment, revitalize urban areas, or increase the number of residents in the community in which the facility is situated. The statement should indicate which of these the rehabilitation is likely to result in.</p> <p>A statement that the rehabilitation includes improvements aggregating 10% or more of the true cash value of the property at commencement of the rehabilitation as provided by section 2(l) of Public Act 146 of 2000.</p> <p>A statement of the period of time authorized by the Qualified Local Governmental Unit for completion of the rehabilitation.</p> |
|---|---|

PART 3: ASSESSOR RECOMMENDATIONS

Provide the Taxable Value and State Equalized Value of the Obsolete Property, as provided in Public Act 146 of 2000, as amended, for the tax year immediately preceding the effective date of the certificate (December 31st of the year approved by the STC).

| Taxable Value | | State Equalized Value (SEV) | |
|---------------------------|-------------------------------|-----------------------------------|--|
| Building(s) | | | |
| Name of Governmental Unit | Date of Action on application | Date of Statement of Obsolescence | |

PART 4: CLERK CERTIFICATION

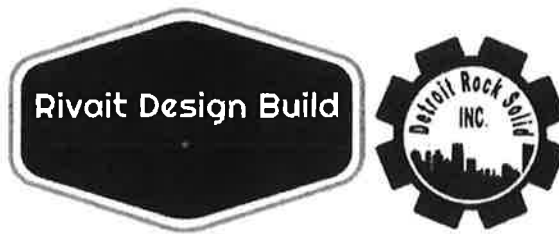
The undersigned clerk certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way. Further, the undersigned is aware that if any information provided is untrue, the exemption provided by Public Act 146 of 2000 may be in jeopardy.

| | | | |
|-------------------------|------------------|------------|---------------|
| Name of Clerk | Clerk Signature | Date | |
| Clerk's Mailing Address | City | State | ZIP Code |
| | Telephone Number | Fax Number | Email Address |

Mail completed application and attachments to: Michigan Department of Treasury
State Tax Commission
P.O. Box 30471
Lansing, Michigan 48909-7971

If you have any questions, call 517- 335-7491.

For guaranteed receipt by the State Tax Commission, it is recommended that applications and attachments are sent by certified mail.



March 23, 2022

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

RE: Request for the Establishment of an Obsolete Property Rehabilitation Exemption Certificate located at 1800 Bethune Avenue, Detroit, Wayne County, Michigan for 1800 Bethune Lofts, LLC

Honorable City Council:

Please accept this letter and attachments as a request to establish an Obsolete Property Rehabilitation Act (OPRA) Exemption Certificate in accordance with P.A. 146 of 2000 for the property located at 1800 Bethune Avenue, Detroit, Wayne County, Michigan (the "Property"), further described in Attachment A.

Company and Project Synopsis

1800 Bethune Avenue was acquired by 1800 Bethune Lofts, LLC in January 2022. 1800 Bethune Lofts, LLC (the "Developer") was founded by Michael Rivait and Martin Herz in 2021. Michael Rivait, owner of Rivait Design + Build Group (the general contractor (GC)) has been investing in southeast Michigan since 1985 and is well-versed in real estate, building and contracting, and development. In over 35 years, Rivait Design + Build has built over 200 energy efficient homes and residential projects, before expanding to include additional construction and development of senior living condos and apartment buildings. With demonstrated experience in building and rehabilitating residential properties in southeast Michigan, Michael has recently completed the rehabilitation of Elaine Lofts in Milwaukee Junction. As a German native, Martin Herz has his B.S. and M.S in Structural Engineering and a vast background in entrepreneurship ventures. In 2016, Herz moved to Detroit and founded Detroit Rock Solid. He owns, renovates, and manages real estate in the city and southeast Michigan, focusing on his own neighborhood and the surrounded LaSalle Gardens neighborhood.

The proposed project contains one parcel, which totals approximately 0.368 acres. The Property is occupied by a 4-story residential building totaling approximately 43,313 square feet. The project will entail the rehabilitation and renovation of the current building to provide 84 residential apartment units.

PA 146 Request

This application documents the request for the establishment of a Commercial Rehabilitation Exemption Certificate. A 12-year abatement is being requested.

The proposed project occurs on property within an Obsolete Property Rehabilitation District that has been established by a qualified local governmental unit by resolution. The property meets the definition of "obsolete property" as defined in Section 2 of Public Act 146 as commercial housing

***Request for Establishment of an Obsolete Property Rehabilitation Act Exemption Certificate at
1800 Bethune Street, Detroit, Wayne County, Michigan
For 1800 Bethune Lofts LLC***

property that is "functionally obsolete" as defined in Section 2 of the Brownfield Redevelopment Financing Act, 1996 PA 381, MCL 125.2652.

Necessity for Tax Relief

The property currently contains a deteriorating building that will require urgent structural repairs and selective demolition with the property rehabilitation. Substantial investment is necessary to rehabilitate the building into a viable, long-term development. In order to meet lender requirements and secure financing, the operating costs of the proposed renovations and redevelopment of the project need to be kept as low as possible (including property taxes). The development would not be possible without the receipt of the Obsolete Property Rehabilitation Certificate.

Closing

1800 Bethune Lofts, LLC is a compassionate group of professionals with a proven track record and experience in multi-family investments within Metro Detroit. Members of the Development team have reached out to members of the community, local Block Clubs, and neighboring property owners regarding the new ownership and anticipated improvements. The development team has garnered meaningful positive feedback and generated excitement for the proposed project.

The team is looking forward to pursuing this redevelopment and creating a community space on the heart of Detroit's Henry Ford Neighborhood.

Respectfully submitted,



Michael Rivait
1732 Bethune Lofts, LLC
michael@newdetroit.com
(248) 670-2011

Submitted with Assistance from:
Ginny Dougherty
PM Environmental, Inc.
dougherty@pmenv.com
(248) 414-1436

Attachment A: Detailed Project Description
Attachment B: Parcel Map

cc: N. Marsh, DEGC
V. Farley, HRD

Attachment A



General Description

The proposed Obsolete Property Rehabilitation Act (OPRA) project is bounded by the property line to the north, Churchill Street the east, Bethune Avenue to the south, and the property line to the west. The parcel is located in the Henry Ford Neighborhood of Detroit and consists of one parcel, totaling approximately 0.386 acres.



The property is occupied by a 4-story residential building totaling approximately 43,313 square feet including the basement level. The property has been developed with the apartment building since 1924. 1800 Bethune has been vacant for over a decade with parts of the building in a state of disrepair from exposure to the elements and vandalism/scrap metal collectors.

The property is located along the Rosa Parks Boulevard corridor, within the Henry Ford neighborhood. The Property is within walking distance to many of the City's amenities, including the Henry Ford Hospital, Motown Museum, and LaSalle Park. The project is nearby the Rosa Parks – Clairmont Revitalization Framework area that encourages renovation and development of homes and business within existing building stock. The project also aids in the transformation of Rosa Parks Boulevard by increasing investment and providing a walkable destination within the corridor.

Description of Proposed Use

The building will be rehabilitated to contain 84 residential units and gated parking located on the north side of the building. Units will include an upper-medium level finish standard, including stainless steel appliances, granite countertops, and an open loft style. Amenities will include central air conditioning for each unit, in-unit laundry, hardwood floors, and balconies for select units.

New landscaping will also be installed throughout the site and on-site gated parking will be available.



| Unit Type | Unit Count | Bathrooms | Unit Avg Sq Ft |
|---------------------|------------|-----------|----------------|
| 1800 Bethune | | | |
| Studio | 46 | 1 | 425 |
| 1-bdr | 36 | 1 | 617 |
| 2-bdr | 2 | 2 | 2,000 |

Nature and Extent of the Rehabilitation

1800 Bethune has sustained significant deferred maintenance and lacks in functional use due to uninhabitable building conditions. Redevelopment will require extensive repairs to the building structure due to extended vacancy and deterioration caused by exposure to the elements and scrappers. In addition, the building will be internally gutted prior to rehabilitation to allow for an updated layout, more efficient building performance, and improvements to the current rental market.

The building will receive electrical, plumbing, and mechanical/HVAC upgrades and replacement to improve the current conditions and meet modern demands while providing increased efficiency. The rehabilitation will require new energy efficient windows and doors, construction of balconies or patios for certain units, kitchen and bathroom cabinetry, appliances, and fixtures. Upgrades and repairs to the freight and passenger elevators will be required.

Descriptive List of the Fixed Building Equipment

Renovations, new fixed building equipment and materials for the project include;

- Masonry; restoration activities associated with the existing building
- Carpentry; including framing, kitchen cabinetry, vanities, trim work
- Thermal and Moisture Protection; roofing system, caulking and sealing, waterproofing
- Doors and Windows; new windows, exterior doors, interior doors/frames/hardware
- Mechanical; plumbing and HVAC
- Electrical; electrical work, security system, and communications
- Fire alarm/suppression system
- Finishes; drywall and steel studs/insulation, hard tile, hardwood flooring, painting, granite countertops
- Specialties; elevator, fire extinguishers, toilet accessories, and appliances

Time Schedule

The written application for establishment of the Obsolete Property Rehabilitation District has been submitted to the City of Detroit for review and currently awaits a public hearing and City Council vote for approval. Renovation activities are anticipated to commence immediately following approval of the OPRA District. Construction activities will take one year for completion.

Statement of Economic Advantages

Hard-cost investment is estimated at \$7.9 million, with total project investment estimated at \$10.8 million. The Developer is applying for a 12-year real property tax abatement under the provisions of a PA 146 Obsolete Property Rehabilitation Act property tax abatement. The sources of funds for the project are through owner equity and permanent financing. The Developer is not delinquent on any property tax related to the facility.

On a short-term basis, the project will generate approximately 50 full-time equivalent (FTE) construction jobs. On a long-term basis, the proposed redevelopment associated with the Development will create approximately one full-time equivalent (FTE) job related to the management and maintenance of the property.

Upon completion, the redevelopment will return a historic building in the Henry Ford neighborhood to a productive use and will house approximately 84 new Detroit households. Therefore, it is anticipated the City of Detroit will collect approximately 2.4% income tax per resident per year. The table below illustrates the resident tax impact the development will have following completion.

| Residential Benefits | Annual Amount |
|--|----------------------|
| 84 apartment units | |
| \$30,894 x 84 x 2.4% (Median Household Income x Units x 2.4%) | \$62,282 |
| One FTE permanent job | |
| \$45,000 x 1 x 2.4% | \$1,080 |
| Total | \$63,362 |

Additionally, there will be other indirect benefits that will contribute to the economic benefits produced by this investment. The rehabilitation follows the Rosa Parks and Clairmont Neighborhood Framework Plan by stabilizing this building to improve housing opportunities in the neighborhood. With the Henry Ford Hospital within walking distance, this development will provide excellent housing opportunities for their 30,000 employees and make local jobs accessible to neighborhood residents. Investments in the community such as this can compound the long-term goals of city-led efforts of revitalization. Stabilization of this building assists in the activation of the southern Rosa Parks gateway and foster greater success including the upcoming 12th Street/Rosa Parks Streetscape project.

The granting of the tax abatement will not result in any fewer taxes to the City in the short-term or long-term. All City taxes are current as of the date of this submittal. Upon successful redevelopment, the project will generate increased property and income taxes. Following expiration of the 12-year abatement the building will deliver a significant increase in tax revenue. Over time, the successful redevelopment and cultural growth will have a compounding effect within this neighborhood.

Legal Descriptions

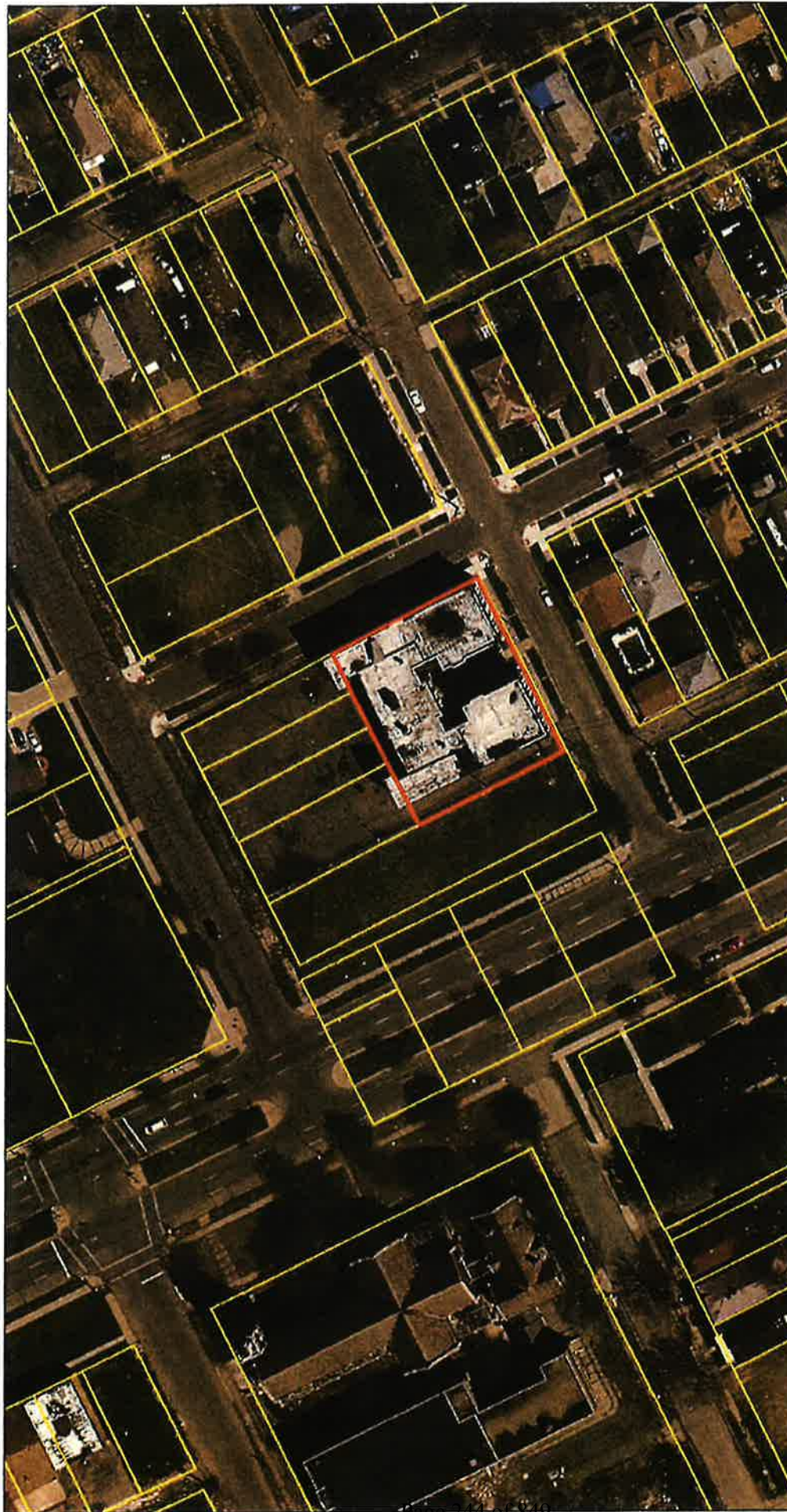
Parcel Number: 08005733
Address: 1800 Bethune
Acres: 0.386

Legal Description: W CHURCHILL 3 THRU 1 AND VAC ALLEY ADJ BLK 16 IRVING PLACE
SUB L11 P5 PLATS, W C R 8/84 120 X 142.42A

Parcel Map



1800 W. Bethune Street



April 16, 2021

Condominiums

Parcel Boundaries

1:1,128

0 0.01 0.02 0.04 mi
0 0.01 0.03 0.06 km

SEMCOG, Esri, Canada, Esri, HERE, Garmin, INCREMENT P,
USGS, EPA, USDA, AAFC, NRCan



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

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVE., SUITE 824
DETROIT, MI 48226
PHONE: 313•224•3011
FAX: 313•224•9400

August 22, 2022

Katy Trudeau, Deputy Director
Planning & Development Department
Coleman A. Young Municipal Center
2 Woodward Ave, Suite 808
Detroit, MI 48226

Re: **Obsolete Property Rehabilitation Certificate – 1800 Bethune Lofts LLC**
Address: 1800 W Bethune
Parcel Number: 08005733.

Dear Ms. Trudeau:

The Office of the Chief Financial Officer, Office of the Assessor, has reviewed the proposed Obsolete Property Rehabilitation Certificate for the property located at **1800 W Bethune** located in the **Henry Ford** area of the City of Detroit.

The rationale for Obsolete Property Rehabilitation Certificates under PA 146 of 2000, as amended, is based on the anticipation of increased market value upon completion of new construction and /or significant rehabilitation of existing commercial property and commercial housing property. Normal repair and maintenance are not assessed and do not necessarily generate additional market value.

The 2022 values are as follows:

| Parcel # | Address | Building Assessed Value (SEV) | Building Taxable Value | Land Assessed Value (SEV) | Land Taxable Value |
|-----------|----------------|-------------------------------|------------------------|---------------------------|--------------------|
| 08005733. | 1800 W Bethune | \$ 729,300 | \$ 12,869 | \$ 6,500 | \$ 115 |
| | | | | | |

The district as proposed by the **1800 Bethune Lofts LLC** consists of one 4-story apartment building with 43,313 square feet, built in 1924. The developer proposes to rehabilitate the structure with a total of 84 apartment units. The building will undergo major renovations including layout reconfiguration, all major mechanical, HVAC, plumbing and electrical systems replacement, new windows and doors, structural repairs, and façade improvements.



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

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PHONE: 313•224•3011
FAX: 313•224•9400

Obsolete Property Rehabilitation Certificate
1800 Bethune Lofts LLC
Page 2

This property meets the criteria set forth under PA 146 of 2000, as amended. It applies to blighted, functionally obsolete and contaminated properties. "Rehabilitation," meaning that changes to qualified facilities that are required to restore or modify the property, together with all appurtenances, to an economically efficient condition. Rehabilitation also includes major renovation and modification including, but not necessarily limited to, the improvement of floor loads, correction of deficient or excessive height, new or improved fixed building equipment, including heating, ventilation, and lighting, reducing multistory facilities to 1 or 2 stories, adding additional stories to a facility or adding additional space on the same floor level not to exceed 100% of the existing floor space on that floor level, improved structural support including foundations, improved roof structure and cover, floor replacement, improved wall placement, improved exterior and interior appearance of buildings, and other physical changes required to restore or change the obsolete property to an economically efficient condition.

A review of the project plan and related statutes indicated that the proposed Obsolete Property Rehabilitation Certificate for the property located at **1800 W Bethune** is eligible as it pertains to the Obsolete Property Rehabilitation Act under P.A. 146 of 2000, as amended.

Sincerely,

Charles Ericson, MMAO
Assessor/Board of Assessors



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

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVE., SUITE 824
DETROIT, MI 48226
PHONE: 313•224•3011
FAX: 313•224•9400

Obsolete Property Rehabilitation Certificate
1800 Bethune Lofts LLC
Page 3

Property Address: 1800 W BETHUNE
Parcel Number: 08005733.
Property Owner: 1732 BETHUNE LOFTS LLC
Legal Description: W CHURCHILL 3 THRU 1 AND VAC ALLEY ADJ BLK 16 IRVING PLACE SUB L11 P5 PLATS, W C R 8/84
120 X 142.42A





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

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVE., SUITE 824
DETROIT, MI 48226
PHONE: 313•224•3011
FAX: 313•224•9400

August 22, 2022

Katy Trudeau, Deputy Director
Planning & Development Department
Coleman A. Young Municipal Center
2 Woodward Ave, Suite 808
Detroit, MI 48226

Re: **Obsolete Property Rehabilitation Certificate – 1732 Bethune Lofts LLC**
Addresses: 1732 W Bethune
Parcel Number: 08005730.

Dear Ms. Trudeau:

The Office of the Chief Financial Officer, Office of the Assessor, has reviewed the proposed Obsolete Property Rehabilitation Certificate for the property located at **1732 W Bethune** located in the **Henry Ford** area of the City of Detroit.

The rationale for Obsolete Property Rehabilitation Certificates under PA 146 of 2000, as amended, is based on the anticipation of increased market value upon completion of new construction and /or significant rehabilitation of existing commercial property and commercial housing property. Normal repair and maintenance are not assessed and do not necessarily generate additional market value.

The 2022 values are as follows:

| Parcel # | Address | Building Assessed Value (SEV) | Building Taxable Value | Land Assessed Value (SEV) | Land Taxable Value |
|-----------|----------------|-------------------------------|------------------------|---------------------------|--------------------|
| 08005730. | 1732 W Bethune | \$ 154,700 | \$ 154,700 | \$ 2,200 | \$ 2,200 |
| | | | | | |

The project as proposed by the **1732 Bethune Lofts LLC** consists of one two-story apartment building with first floor retail space, consisting of 7,370 square feet and built in 1916. The developer proposes to rehabilitate the structure with 11 apartment units and retail space. The building will undergo major renovations including layout reconfiguration, all major mechanical, HVAC, plumbing and electrical systems replacement, new windows and doors, structural repairs, and façade improvements.



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

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Obsolete Property Rehabilitation Certificate
1732 Bethune Lofts LLC
Page 2

This property meets the criteria set forth under PA 146 of 2000, as amended. It applies to blighted, functionally obsolete and contaminated properties. "Rehabilitation," meaning that changes to qualified facilities that are required to restore or modify the property, together with all appurtenances, to an economically efficient condition. Rehabilitation also includes major renovation and modification including, but not necessarily limited to, the improvement of floor loads, correction of deficient or excessive height, new or improved fixed building equipment, including heating, ventilation, and lighting, reducing multistory facilities to 1 or 2 stories, adding additional stories to a facility or adding additional space on the same floor level not to exceed 100% of the existing floor space on that floor level, improved structural support including foundations, improved roof structure and cover, floor replacement, improved wall placement, improved exterior and interior appearance of buildings, and other physical changes required to restore or change the obsolete property to an economically efficient condition.

A review of the project plan and related statutes indicated that the proposed Obsolete Property Rehabilitation Certificate for the property located at **1732 W Bethune** is eligible as it pertains to the Obsolete Property Rehabilitation Act under P.A. 146 of 2000, as amended.

Sincerely,

Charles Ericson, MMAO
Assessor/Board of Assessors

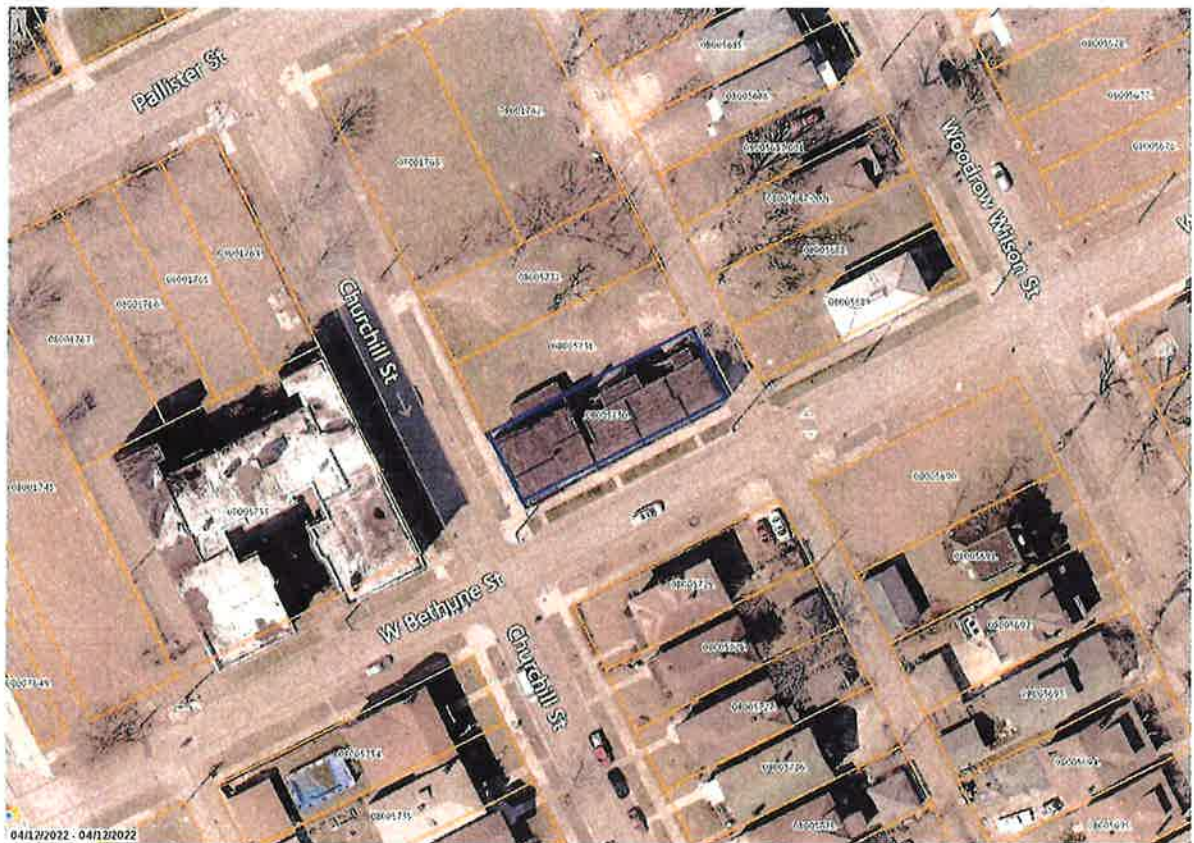


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Obsolete Property Rehabilitation Certificate
1732 Bethune Lofts LLC
Page 3

Property Address: 1732 W BETHUNE
Parcel Number: 08005730.
Property Owner: 1732 BETHUNE LOFTS LLC
Legal Description: E CHURCHILL 12 BLK 15 IRVING PL SUB L11 P5 PLATS, W C R 8/84 40 X 120





TO: Veronica Farley, Housing and Revitalization
FROM: Shelby Holmes, Planning and Development
RE: Master Plan Interpretation for **Obsolete Property District** (PA 146) at t 1732 and 1800
Bethune Avenue (Associated to Petition #1530)
DATE: September 9, 2021
CC: Katharine Trudeau, Deputy Director, Planning and Development
Kevin Schronce, PDD Central, Planning and Development
Karen Gage, PDD Zoning, Planning and Development

In order to ensure that the creation of an Obsolete Property District is in conformance with the City's Master Plan of Policies and will have the reasonable likelihood to increase commercial activity; create, retain or prevent a loss of employment; revitalize an urban area; or increase the number of residents in a community, pursuant to State of Michigan, Public Act 146 of 2000 (section 125.2788), the Planning and Development Department submits the following interpretation. The Petitioner is 1732 Bethune Lofts LLC.

Location and Project Proposal: 1732 and 1800 West Bethune Avenue The project will entail the rehabilitation and renovation of the current buildings to provide a total of 97 residential apartment units and one commercial space.

Current Master Plan (MP) & Zoning: MP Classification – Low/Medium Density Residential (RLM)
Zoning – Low Density Residential District (R3)

Master Plan Interpretation

The subject site area is designated Low/Medium Density Residential (RLM). Low/Medium Density Residential areas should have an overall density of 8 to 16 dwelling units per net residential acre. The areas are often characterized by two or four family homes with small yards, on-street parking, or garages with alley access. The residential classifications allow for neighborhood-scale commercial development. For instance, in a Low/Medium Density Residential area, small scale commerce (e.g. convenience stores) should exist to serve residents' day-to-day needs

The following policies of the Rosa Parks neighborhood describe the following recommendations:

- GOAL 2: Revitalize neighborhoods with poor housing conditions
- Policy 2.2: Preserve and rehabilitate the existing housing stock and construct new affordable and market rate housing in the Virginia Park (northwest of the Lodge Freeway and West Grand Boulevard) and Research Park Urban Renewal Areas (near Trumbull and the Ford Freeway).

The proposed development conforms to the Future General Land Use characteristics of the area.

Attachments

Future General Land Use Map: Neighborhood Cluster 6, Rosa Parks; Map 6-2B

OBSOLETE PROPERTY REHABILITATION EXEMPTION CERTIFICATE AGREEMENT

THIS OBSOLETE PROPERTY REHABILITATION EXEMPTION CERTIFICATE AGREEMENT (this "Agreement") is made this 29 day of July, 2022 by and between the City of Detroit, a Michigan municipal corporation (the "City"), acting by and through its Planning & Development Department, with an office at 2 Woodward Avenue, Suite 808, Detroit, Michigan 48226, and 1732 Bethune Lofts, LLC ("Applicant") with an office at 5918 St. Antoine Street, Apartment 501 Detroit, MI 48202.

WITNESSETH:

WHEREAS, Public Act 146 of 2000, as amended, also known as the Obsolete Property Rehabilitation Act (the "Act"), (1) provides for the establishment of obsolete property rehabilitation districts by local governmental units, (2) provides for the abatement or exemption from certain taxes for qualified obsolete property owners, and (3) allows local governmental units to levy and collect a specific tax from the owners of an obsolete property, among other provisions; and

WHEREAS, the Applicant has submitted an application (the "Application") for an Obsolete Property Rehabilitation Exemption Certificate ("OPREC") for the property located at: 1732 Bethune Avenue (the "Property"). A copy of the Application is attached hereto as Exhibit A and made a part hereof; and

WHEREAS, the City has previously approved an obsolete property rehabilitation district pursuant to the Act, and the Property is located in such district; and

WHEREAS, the Applicant has committed to complete a Rehabilitation of the Property, as defined in the Act, and to hire or retain a certain amount of full-time employees at the Property during the Term (as defined below); and

WHEREAS, the City has approved the Application by adopting a resolution granting the OPREC to the Applicant, contingent upon the covenants and representations contained herein and pending approval by the Michigan State Tax Commission. A copy of the City resolution granting the OPREC is attached hereto as Exhibit B and made a part hereof; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. General.

a. Unless earlier revoked as provided for in Section 12 of the Act, being MCL 125.2792, or as provided for in this Agreement, the term of the OPREC and the term of this Agreement (collectively, the "Term") will be for a period of Nine (9) years, beginning on the certificate beginning date stated in the OPREC issued by the Michigan State Tax Commission.

b. The Applicant will complete the Property Rehabilitation, as defined in the Act and as set forth in the Application, no later than May 1, 2023.

c. The Applicant shall create, or cause to be created, at least One (1) (the "Employee Commitment Number") full-time employees at the Property within one (1) year of the effective date of this Agreement.

d. The Applicant will recruit and hire City of Detroit residents in accordance with specified targets as set forth in the City of Detroit Resident Employment Plan ("Employment Plan") submitted by the Applicant to the City as part of the Application and approved by the City of Detroit Civil Rights, Inclusion and Opportunity Department ("CRIO"). Throughout the Term, the Employment Plan may not be modified without CRIO's prior written approval, which approval may be granted or withheld in CRIO's sole discretion. CRIO will monitor the Applicant's compliance with the Employment Plan on an annual basis throughout the Term. Upon notice from CRIO of a discrepancy between the Applicant's commitment in the Employment Plan and the actual number of City of Detroit residents employed at the Property, Applicant shall submit a correction plan setting forth the Applicant's plan to bring the number of City of Detroit residents employed at the Property back up to the specified targets as set forth in the Employment Plan. Applicant's correction plan must be approved by CRIO. Applicant shall be required to fulfill the terms of such correction plan in the timeline set forth in the correction plan.

e. For purposes of this Agreement, a "full-time employee" is defined as a person: (i) who is employed by the Applicant or its affiliates on a salary, wage, commission, or other basis for a minimum period of forty (40) hours a week and (ii) from whose compensation the Applicant or its affiliates, including a staffing agency, are required by law to withhold City of Detroit income taxes. Affiliates may include Applicant's tenant(s) that lease space at the Property.

2. Applicant Representations and Warranties.

In compliance with the Act, and in order to induce the City to grant the OPREC to the Applicant, the Applicant represents and warrants that:

a. The Applicant was the owner of the Property at the time of Applicant's submission of the Application and is the owner of the Property as of the date of this Agreement.

b. The Property is an "Obsolete Property" as defined under the Act.

c. During the Term, no portion of the Property will be used as a professional sports stadium.

d. During the Term, no portion of the Property will be used, owned or operated by a casino or affiliated company, as defined in the Act.

e. The Applicant would not have considered accomplishing Rehabilitation of the Property without an OPREC.

f. Rehabilitation of the Property did not start prior to establishment of the obsolete property rehabilitation district in which the Property is located.

- g. There are no delinquent taxes owed on the Property.
- h. The Applicant will pay any applicable taxes on the Property as they become due.
- i. The Rehabilitation and Applicant's current and planned future operation of the Property are in compliance with the City of Detroit Zoning Ordinance and Master Plan.
- j. If the Rehabilitation of the Property will include the provision of housing at the Property, the Applicant agrees: (i) to comply with Fair Housing Practices that meet the guidelines set forth by the U.S. Fair Housing Act (42 U.S.C. 3601 through 3619); and (ii) to comply with the Affordability Requirements set forth on Addendum 2, attached hereto.

3. Community Benefits Requirements.

Pursuant to City of Detroit Ordinance 35-16, also known as the Community Benefits Ordinance (the "Ordinance"), if the Property involves a Tier 2 Development Project (as defined by the Ordinance), then the Applicant will:

- a. Partner with the City and, when appropriate, a workforce development agency to promote the hiring, training and employability of Detroit residents, consistent with State and Federal Law.
- b. Partner with the Director of the Planning & Development Department to address and mitigate negative impacts that the Tier 2 Development Project may have on the community and local residents. The Applicant will adhere to the mitigation requirements, if any, stated in the attached Addendum 1 - Requirements, which is incorporated herein by reference.

4. Reporting to the City by the Applicant.

Applicant agrees to provide the City with sufficient information, subject to review and audit by the City, in order for the City to determine the Applicant's compliance with this Agreement. At a minimum, the Applicant shall comply with the following covenants during the Term:

- a. Upon request, the Applicant shall provide the Planning & Development Department copies of all construction plans, building permits and certificates of occupancy related to the Rehabilitation of the Property.
- b. Applicant shall permit the City to perform periodic site visits to the Property by the City to establish whether the Applicant is completing the Rehabilitation to the Property as required by the Act and this Agreement.
- c. Annually, within two (2) weeks after each anniversary of the commencement of the Term, Applicant shall submit to the Planning & Development Department a certified status report ("Status Report") signed by an authorized officer of the Applicant. The Status Report shall set forth for the previous year: (i) the Rehabilitation work completed at the Property; (ii) Applicant's

financial investment in the Property for that year; and (iii) the number of full-time employees at the Property for that year.

d. Annually, within two (2) weeks after each anniversary of the commencement of the Term, the Applicant shall submit to CRIO the Annual Employment Report for Tax Abatements (the "Status Report"), including copies of proofs of residency that have been accepted by CRIO.

e. Applicant shall use and participate in the City of Detroit's central affordable housing portal (the "Housing Portal") to advertise available rental units at the Property, so long as the Housing Portal exists. Applicants shall work with City staff to create a property listing for the Property within the Housing Portal and shall coordinate marketing efforts for available units at the Property with the City. Applicant shall review its listing on the Housing Portal and shall make updates to any listings, if necessary, on at least an annual basis. When the Property has immediate vacancies and the Applicant has exhausted its waitlist (if any) for the Property, Applicant shall use the Housing Portal to market those vacancies. Applicant shall update its listing within the Housing Portal when Applicants waitlists (if any) for the Property opens or closes. Applicant shall provide the City with such information as the City may reasonably request to maintain accurate information about the Property on the Housing Portal. Communications to the City regarding the property listing for the Property, vacancies, waitlist openings, or other information required to be provided pursuant to this Section 4.e may be sent to detroithomeconnect@detroitmi.gov.

5. Revocation of OPREC and Termination of this Agreement.

The City may, in its sole discretion and by resolution of Detroit City Council, revoke the OPREC if the City finds that: (a) the completion of Rehabilitation of the Property has not occurred in the time or manner authorized by this Agreement; or (b) that the Applicant has not proceeded in good faith with the Rehabilitation of the Property in a manner consistent with the purposes of the Act, taking into account any circumstances that are beyond the control of the Applicant.

As used in this Section 5, "good faith" includes, but is not limited to, the following: (i) Applicant is actively working with an agency or City Department to hire and ascertain methods of recruiting and employing Detroit residents at the Property, and (ii) Applicant is actively working with the Detroit Economic Growth Corporation, the City's Planning & Development Department, and CRIO to ascertain methods of obtaining resources to improve Applicant's business in a manner that will allow for compliance with this Agreement.

6. Payment of Exempted Taxes for Shortfall of Employment.

If the average number of full-time employees at the Property for any given year of the Term is less than the Employee Commitment Number, the Applicant agrees to pay to the City, in addition to the Obsolete Properties Tax due under the OPREC, an amount equal to the difference between the amount of ad valorem tax that would be due on the Property without the OPREC, and the amount of Obsolete Properties Tax due on the Property under the OPREC, for that given year, multiplied by a fraction, the numerator of which is the shortfall in the number of full-time employees indicated in the Status Report, and the denominator of which is the Employee Commitment Number. Prior to taking any action to require the Applicant to pay an amount to the City pursuant to this Section, the City must afford the Applicant an opportunity to present reasons for the employment shortfall at a public hearing.

In the event that the Applicant fails to report in the Status Report the number of full-time employees at the Property for a given year of the Term, the number of full-time employees at the Property for purposes of this Section shall be deemed to be zero (0).

7. Notice to City of Discontinuance of Operations.

If during the Term the Applicant intends to discontinue operations at the Property, the Applicant will provide thirty (30) days' prior written notice of such shutdown of operations to the Director of the Planning & Development Department.

8. Reservation of Remedies.

The City and the Applicant agree that each of the rights and remedies provided by this Agreement may be exercised separately or cumulatively, and shall not be exclusive of any other rights and remedies provided by law. Invalidation of any of the provisions contained in this Agreement by operation of law, judgment, court order or otherwise shall not invalidate any of the other provisions of this Agreement.

9. Transfer.

Neither the OPREC nor this Agreement may be transferred or assigned by the Applicant to a new owner of the Property unless the City, in its sole discretion, approves such transfer or assignment upon application by the new owner.

10. Headings.

The headings contained in this Agreement are for descriptive purposes only, and do not alter or govern the substantive content of the provisions of the Agreement.

11. Capitalized Terms.

Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Act.

12. Governing Law; Venue.

This Agreement and all actions arising under it shall be governed by, subject to, and construed according to the law of the State of Michigan. Applicant agrees, consents and submits to the exclusive personal jurisdiction of any state or federal court of competent jurisdiction in Wayne County, Michigan, for any action arising out of this Agreement. Applicant also agrees that it shall not commence any action against the City because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of this Agreement in any state or federal court of competent jurisdiction other than one in Wayne County, Michigan.

13. Amendment.


This Agreement may not be amended or modified except by a written instrument executed by each of the parties hereto.

[Remainder of Page Intentionally Left Blank]

**[SIGNATURE PAGE TO OBSOLETE PROPERTY REHABILITATION EXEMPTION
CERTIFICATE AGREEMENT]**

IN WITNESS WHEREOF, the City and the Applicant, by and through their authorized officers and representatives, have executed this Agreement as follows:

APPLICANT:

By: 
Print: MICHAEL RIVAIT
Its: PRES

**CITY OF DETROIT
PLANNING & DEVELOPMENT DEPT.**

By: _____
Print: _____
Its: _____

THIS AGREEMENT WAS
APPROVED BY THE CITY
COUNCIL ON:

APPROVED BY LAW DEPARTMENT
PURSUANT TO § 7.5-206 OF THE CHARTER
OF THE CITY OF DETROIT

Date

Corporation Counsel

Date

**THIS AGREEMENT IS NOT EFFECTIVE OR VALID UNTIL APPROVED BY
RESOLUTION OF THE CITY COUNCIL, SIGNED BY ALL PARTIES HERETO, AND
AN OBSOLETE PROPERTY REHABILITATION CERTIFICATE IS APPROVED BY
THE MICHIGAN STATE TAX COMMISSION**

ADDENDUM 1
Requirements

ADDENDUM 2
Affordability Requirements

1. Affordable Housing Undertaking. The Applicant, as developer of the 1800 Bethune Lofts, LLC mixed-use project (the "Project") on the Property, will implement during the Term the following affordable housing plan for the planned Three (3) residential apartments to be included within the Project:

a. The Applicant will offer for lease Three (3) apartment units ("Affordable Units") to those earning not more than 80% of the Detroit SMSA area median income ("AMI"), based on the income limits most recently published by the United States Department of Housing and Urban Development ("HUD")¹. Rental rates will be based upon occupancy of 1 person in a studio and 1.5 people per bedroom for all other rental unit sizes.

b. Applicant will verify the income of any individual(s) who apply to lease an Affordable Unit.

c. In the event that the income of a tenant of an Affordable Unit becomes more than 80% of AMI, such tenant's unit shall be considered to comply with paragraph 1 above until the termination of the lease such unit, including during any extensions thereof.

d. Applicant currently intends to offer Zero (0) studios, Three (3) one-bedroom units, Zero (0) two-bedroom units and Zero (0) three-bedroom units as Affordable Units. Applicant may alter this unit mix in its discretion.

e. A vacant unit offered for rent pursuant to this paragraph counts toward satisfaction of Section 1a above.

f. The commitments set forth herein may be terminated in the event an arms-length lender forecloses on a mortgage secured by the Project.

2. Payment for Exempted Taxes for Violation of Undertaking. If Applicant is not in compliance with its obligations under paragraph 1 of this Addendum and fails to cure its non-compliance within 60 days of written notice from the City, the Applicant shall pay to the City, in addition to the Obsolete Properties Tax due under the OPREC on the Property, an amount equal to the difference for the year of non-compliance between the amount of ad valorem tax otherwise due on the Property without the OPREC and the amount of the Obsolete Properties Tax due on the Property with the OPREC, multiplied by a fraction, the numerator of which is shortfall of the number of units that are not in compliance and the denominator of which is Eleven (11). Prior to taking any action to require the Applicant to pay any amount to the City pursuant to this paragraph 2, the City shall afford the Applicant an opportunity to present at a public hearing reasons for the shortfall by the Applicant in its compliance with this Addendum.

¹ In the event that the AMI decreases in a subsequent year, the prior year AMI shall continue in effect for the Project until and to the extent the AMI level later increases.

EXHIBIT A

Application for Obsolete Property Rehabilitation Exemption Certificate

EXHIBIT B
Detroit City Council Resolution
Granting the Obsolete Property Rehabilitation Exemption Certificate

OBSOLETE PROPERTY REHABILITATION EXEMPTION CERTIFICATE AGREEMENT

THIS OBSOLETE PROPERTY REHABILITATION EXEMPTION CERTIFICATE AGREEMENT (this "Agreement") is made this 29 day of July, 2022 by and between the City of Detroit, a Michigan municipal corporation (the "City"), acting by and through its Planning & Development Department, with an office at 2 Woodward Avenue, Suite 808, Detroit, Michigan 48226, and 1800 Bethune Lofts, LLC ("Applicant") with an office at 5918 St. Antoine Street, Apartment 501 Detroit, MI 48202.

WITNESSETH:

WHEREAS, Public Act 146 of 2000, as amended, also known as the Obsolete Property Rehabilitation Act (the "Act"), (1) provides for the establishment of obsolete property rehabilitation districts by local governmental units, (2) provides for the abatement or exemption from certain taxes for qualified obsolete property owners, and (3) allows local governmental units to levy and collect a specific tax from the owners of an obsolete property, among other provisions; and

WHEREAS, the Applicant has submitted an application (the "Application") for an Obsolete Property Rehabilitation Exemption Certificate ("OPREC") for the property located at: 1800 Bethune Avenue (the "Property"). A copy of the Application is attached hereto as Exhibit A and made a part hereof; and

WHEREAS, the City has previously approved an obsolete property rehabilitation district pursuant to the Act, and the Property is located in such district; and

WHEREAS, the Applicant has committed to complete a Rehabilitation of the Property, as defined in the Act, and to hire or retain a certain amount of full-time employees at the Property during the Term (as defined below); and

WHEREAS, the City has approved the Application by adopting a resolution granting the OPREC to the Applicant, contingent upon the covenants and representations contained herein and pending approval by the Michigan State Tax Commission. A copy of the City resolution granting the OPREC is attached hereto as Exhibit B and made a part hereof; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. General.

a. Unless earlier revoked as provided for in Section 12 of the Act, being MCL 125.2792, or as provided for in this Agreement, the term of the OPREC and the term of this Agreement (collectively, the "Term") will be for a period of Twelve (12) years, beginning on the certificate beginning date stated in the OPREC issued by the Michigan State Tax Commission.

b. The Applicant will complete the Property Rehabilitation, as defined in the Act and as set forth in the Application, no later than May 1, 2023.

c. The Applicant shall create, or cause to be created, at least One (1) (the "Employee Commitment Number") full-time employees at the Property within one (1) year of the effective date of this Agreement.

d. The Applicant will recruit and hire City of Detroit residents in accordance with specified targets as set forth in the City of Detroit Resident Employment Plan ("Employment Plan") submitted by the Applicant to the City as part of the Application and approved by the City of Detroit Civil Rights, Inclusion and Opportunity Department ("CRIO"). Throughout the Term, the Employment Plan may not be modified without CRIO's prior written approval, which approval may be granted or withheld in CRIO's sole discretion. CRIO will monitor the Applicant's compliance with the Employment Plan on an annual basis throughout the Term. Upon notice from CRIO of a discrepancy between the Applicant's commitment in the Employment Plan and the actual number of City of Detroit residents employed at the Property, Applicant shall submit a correction plan setting forth the Applicant's plan to bring the number of City of Detroit residents employed at the Property back up to the specified targets as set forth in the Employment Plan. Applicant's correction plan must be approved by CRIO. Applicant shall be required to fulfill the terms of such correction plan in the timeline set forth in the correction plan.

e. For purposes of this Agreement, a "full-time employee" is defined as a person: (i) who is employed by the Applicant or its affiliates on a salary, wage, commission, or other basis for a minimum period of forty (40) hours a week and (ii) from whose compensation the Applicant or its affiliates, including a staffing agency, are required by law to withhold City of Detroit income taxes. Affiliates may include Applicant's tenant(s) that lease space at the Property.

2. Applicant Representations and Warranties.

In compliance with the Act, and in order to induce the City to grant the OPREC to the Applicant, the Applicant represents and warrants that:

a. The Applicant was the owner of the Property at the time of Applicant's submission of the Application and is the owner of the Property as of the date of this Agreement.

b. The Property is an "Obsolete Property" as defined under the Act.

c. During the Term, no portion of the Property will be used as a professional sports stadium.

d. During the Term, no portion of the Property will be used, owned or operated by a casino or affiliated company, as defined in the Act.

e. The Applicant would not have considered accomplishing Rehabilitation of the Property without an OPREC.

f. Rehabilitation of the Property did not start prior to establishment of the obsolete property rehabilitation district in which the Property is located.

- g. There are no delinquent taxes owed on the Property.
- h. The Applicant will pay any applicable taxes on the Property as they become due.
- i. The Rehabilitation and Applicant's current and planned future operation of the Property are in compliance with the City of Detroit Zoning Ordinance and Master Plan.
- j. If the Rehabilitation of the Property will include the provision of housing at the Property, the Applicant agrees: (i) to comply with Fair Housing Practices that meet the guidelines set forth by the U.S. Fair Housing Act (42 U.S.C. 3601 through 3619); and (ii) to comply with the Affordability Requirements set forth on Addendum 2, attached hereto.

3. Community Benefits Requirements.

Pursuant to City of Detroit Ordinance 35-16, also known as the Community Benefits Ordinance (the "Ordinance"), if the Property involves a Tier 2 Development Project (as defined by the Ordinance), then the Applicant will:

- a. Partner with the City and, when appropriate, a workforce development agency to promote the hiring, training and employability of Detroit residents, consistent with State and Federal Law.
- b. Partner with the Director of the Planning & Development Department to address and mitigate negative impacts that the Tier 2 Development Project may have on the community and local residents. The Applicant will adhere to the mitigation requirements, if any, stated in the attached Addendum 1 - Requirements, which is incorporated herein by reference.

4. Reporting to the City by the Applicant.

Applicant agrees to provide the City with sufficient information, subject to review and audit by the City, in order for the City to determine the Applicant's compliance with this Agreement. At a minimum, the Applicant shall comply with the following covenants during the Term:

- a. Upon request, the Applicant shall provide the Planning & Development Department copies of all construction plans, building permits and certificates of occupancy related to the Rehabilitation of the Property.
- b. Applicant shall permit the City to perform periodic site visits to the Property by the City to establish whether the Applicant is completing the Rehabilitation to the Property as required by the Act and this Agreement.
- c. Annually, within two (2) weeks after each anniversary of the commencement of the Term, Applicant shall submit to the Planning & Development Department a certified status report ("Status Report") signed by an authorized officer of the Applicant. The Status Report shall set forth for the previous year: (i) the Rehabilitation work completed at the Property; (ii) Applicant's

financial investment in the Property for that year; and (iii) the number of full-time employees at the Property for that year.

d. Annually, within two (2) weeks after each anniversary of the commencement of the Term, the Applicant shall submit to CRIO the Annual Employment Report for Tax Abatements (the "Status Report"), including copies of proofs of residency that have been accepted by CRIO.

e. Applicant shall use and participate in the City of Detroit's central affordable housing portal (the "Housing Portal") to advertise available rental units at the Property, so long as the Housing Portal exists. Applicants shall work with City staff to create a property listing for the Property within the Housing Portal and shall coordinate marketing efforts for available units at the Property with the City. Applicant shall review its listing on the Housing Portal and shall make updates to any listings, if necessary, on at least an annual basis. When the Property has immediate vacancies and the Applicant has exhausted its waitlist (if any) for the Property, Applicant shall use the Housing Portal to market those vacancies. Applicant shall update its listing within the Housing Portal when Applicants waitlists (if any) for the Property opens or closes. Applicant shall provide the City with such information as the City may reasonably request to maintain accurate information about the Property on the Housing Portal. Communications to the City regarding the property listing for the Property, vacancies, waitlist openings, or other information required to be provided pursuant to this Section 4.e may be sent to detroithomeconnect@detroitmi.gov.

5. Revocation of OPREC and Termination of this Agreement.

The City may, in its sole discretion and by resolution of Detroit City Council, revoke the OPREC if the City finds that: (a) the completion of Rehabilitation of the Property has not occurred in the time or manner authorized by this Agreement; or (b) that the Applicant has not proceeded in good faith with the Rehabilitation of the Property in a manner consistent with the purposes of the Act, taking into account any circumstances that are beyond the control of the Applicant.

As used in this Section 5, "good faith" includes, but is not limited to, the following: (i) Applicant is actively working with an agency or City Department to hire and ascertain methods of recruiting and employing Detroit residents at the Property, and (ii) Applicant is actively working with the Detroit Economic Growth Corporation, the City's Planning & Development Department, and CRIO to ascertain methods of obtaining resources to improve Applicant's business in a manner that will allow for compliance with this Agreement.

6. Payment of Exempted Taxes for Shortfall of Employment.

If the average number of full-time employees at the Property for any given year of the Term is less than the Employee Commitment Number, the Applicant agrees to pay to the City, in addition to the Obsolete Properties Tax due under the OPREC, an amount equal to the difference between the amount of ad valorem tax that would be due on the Property without the OPREC, and the amount of Obsolete Properties Tax due on the Property under the OPREC, for that given year, multiplied by a fraction, the numerator of which is the shortfall in the number of full-time employees indicated in the Status Report, and the denominator of which is the Employee Commitment Number. Prior to taking any action to require the Applicant to pay an amount to the City pursuant to this Section, the City must afford the Applicant an opportunity to present reasons for the employment shortfall at a public hearing.

In the event that the Applicant fails to report in the Status Report the number of full-time employees at the Property for a given year of the Term, the number of full-time employees at the Property for purposes of this Section shall be deemed to be zero (0).

7. Notice to City of Discontinuance of Operations.

If during the Term the Applicant intends to discontinue operations at the Property, the Applicant will provide thirty (30) days' prior written notice of such shutdown of operations to the Director of the Planning & Development Department.

8. Reservation of Remedies.

The City and the Applicant agree that each of the rights and remedies provided by this Agreement may be exercised separately or cumulatively, and shall not be exclusive of any other rights and remedies provided by law. Invalidation of any of the provisions contained in this Agreement by operation of law, judgment, court order or otherwise shall not invalidate any of the other provisions of this Agreement.

9. Transfer.

Neither the OPREC nor this Agreement may be transferred or assigned by the Applicant to a new owner of the Property unless the City, in its sole discretion, approves such transfer or assignment upon application by the new owner.

10. Headings.

The headings contained in this Agreement are for descriptive purposes only, and do not alter or govern the substantive content of the provisions of the Agreement.

11. Capitalized Terms.

Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Act.

12. Governing Law; Venue.

This Agreement and all actions arising under it shall be governed by, subject to, and construed according to the law of the State of Michigan. Applicant agrees, consents and submits to the exclusive personal jurisdiction of any state or federal court of competent jurisdiction in Wayne County, Michigan, for any action arising out of this Agreement. Applicant also agrees that it shall not commence any action against the City because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of this Agreement in any state or federal court of competent jurisdiction other than one in Wayne County, Michigan.

13. Amendment.

This Agreement may not be amended or modified except by a written instrument executed by each of the parties hereto.

[Remainder of Page Intentionally Left Blank]

**[SIGNATURE PAGE TO OBSOLETE PROPERTY REHABILITATION EXEMPTION
CERTIFICATE AGREEMENT]**

IN WITNESS WHEREOF, the City and the Applicant, by and through their authorized officers and representatives, have executed this Agreement as follows:

APPLICANT:

By: 

Print: MICHAEL RIVETT

Its: PRES

**CITY OF DETROIT
PLANNING & DEVELOPMENT DEPT.**

By: _____

Print: _____

Its: _____

THIS AGREEMENT WAS
APPROVED BY THE CITY
COUNCIL ON:

APPROVED BY LAW DEPARTMENT
PURSUANT TO § 7.5-206 OF THE CHARTER
OF THE CITY OF DETROIT

Date

Corporation Counsel

Date

**THIS AGREEMENT IS NOT EFFECTIVE OR VALID UNTIL APPROVED BY
RESOLUTION OF THE CITY COUNCIL, SIGNED BY ALL PARTIES HERETO, AND
AN OBSOLETE PROPERTY REHABILITATION CERTIFICATE IS APPROVED BY
THE MICHIGAN STATE TAX COMMISSION**

ADDENDUM 1
Requirements

ADDENDUM 2
Affordability Requirements

1. Affordable Housing Undertaking. The Applicant, as developer of the 1800 Bethune Lofts, LLC mixed-use project (the "Project") on the Property, will implement during the Term the following affordable housing plan for the planned Sixteen (16) residential apartments to be included within the Project:

a. The Applicant will offer for lease Sixteen (16) apartment units ("Affordable Units") to those earning not more than 80% of the Detroit SMSA area median income ("AMI"), based on the income limits most recently published by the United States Department of Housing and Urban Development ("HUD")¹. Rental rates will be based upon occupancy of 1 person in a studio and 1.5 people per bedroom for all other rental unit sizes.

b. Applicant will verify the income of any individual(s) who apply to lease an Affordable Unit.

c. In the event that the income of a tenant of an Affordable Unit becomes more than 80% of AMI, such tenant's unit shall be considered to comply with paragraph 1 above until the termination of the lease such unit, including during any extensions thereof.

d. Applicant currently intends to offer Nine (9) studios, Seven (7) one-bedroom units, Zero (0) two-bedroom units and Zero (0) three-bedroom units as Affordable Units. Applicant may alter this unit mix in its discretion.

e. A vacant unit offered for rent pursuant to this paragraph counts toward satisfaction of Section 1a above.

f. The commitments set forth herein may be terminated in the event an arms-length lender forecloses on a mortgage secured by the Project.

2. Payment for Exempted Taxes for Violation of Undertaking. If Applicant is not in compliance with its obligations under paragraph 1 of this Addendum and fails to cure its non-compliance within 60 days of written notice from the City, the Applicant shall pay to the City, in addition to the Obsolete Properties Tax due under the OPREC on the Property, an amount equal to the difference for the year of non-compliance between the amount of ad valorem tax otherwise due on the Property without the OPREC and the amount of the Obsolete Properties Tax due on the Property with the OPREC, multiplied by a fraction, the numerator of which is shortfall of the number of units that are not in compliance and the denominator of which is Eighty-four (84). Prior to taking any action to require the Applicant to pay any amount to the City pursuant to this paragraph 2, the City shall afford the Applicant an opportunity to present at a public hearing reasons for the shortfall by the Applicant in its compliance with this Addendum.

¹ In the event that the AMI decreases in a subsequent year, the prior year AMI shall continue in effect for the Project until and to the extent the AMI level later increases.

EXHIBIT A

Application for Obsolete Property Rehabilitation Exemption Certificate

EXHIBIT B
Detroit City Council Resolution
Granting the Obsolete Property Rehabilitation Exemption Certificate



**Civil Rights, Inclusion
and Opportunity**

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE, SUITE 1240
DETROIT, MICHIGAN 48226
PHONE: 313.224.4950
FAX: 313.224.3434

Decision Regarding Employment Clearance for Tax Abatement Employment Commitment <5 Full-time Employees

Date: August 10, 2022

Tax Abatement Type: PA 146

New ☒ Renewal ☐

Duration of Abatement: 12 years

Development: 1800 Bethune

Parcel/Facility Address: 1800 Bethune St

Applicant/Recipient: Michael Rivait

Applicant Contact: michael@newdetroit.com 248-670-2011

Post-Construction Employment Commitments

If Developer Occupied is selected, the Developer will be responsible for both Developer and Tenant requirements listed below.

Developer Occupied ☒ Tenant Occupied ☐

Total Employment: 1

Developer commits to

- 1) Report to CRIO annually;
 - a. Developer's efforts regarding tenants
 - b. Tenant's compliance with commitments stated below (3)
 - c. Total number of employees at the facility
 - d. Number of employees at the facility who are Detroit residents
- 2) Provide Detroit at Work (DAW) information to any/all tenant(s) for life of abatement
- 3) Work with Commercial Tenant(s) to do the following;
 - a. **Post all Detroit job openings through the DAW website;**
 - b. **Report to Developer annually;**
 - i. Tenant's compliance with requirements
 - ii. The number of individuals employed by Tenant
 - iii. The number of employees who are Detroit residents

The Applicant/Recipient has provided the Civil Rights, Inclusion and Opportunity Department (CRIO) required information in accordance with specific current and future employment data and commitments as part of a tax abatement agreement with the City of Detroit.

Therefore my signature below grants **Approval** of the above tax abatement application/renewal based upon annual reports to and appraisals by this agency of the recipient's employment measures projected and achieved for the duration of the abatement.

Erica Hill _____

CRIO Deputy Director Name

DocuSigned by:

6E6B818BF73A4F8...

CRIO Deputy Director Signature

8/16/2022

Date



Housing and Revitalization
Department

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

Phone: 313.224.6380
Fax: 313.224.1629
www.detroitmi.gov

October 5, 2022

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

RE: Resolution Approving an Obsolete Rehabilitation Exemption Certificate, on Behalf of 1732 Bethune Lofts, LLC in the area of 1732 Bethune Avenue, Detroit, Michigan, in Accordance with Public Act 146 of 2000. (Petition #1530)

Honorable City Council:

On **October 6, 2022** a public hearing in connection with approving an Obsolete Rehabilitation Exemption Certificate for the above-captioned property was held before your Honorable Body. All interested persons and organizations were given an opportunity to be heard. No impediments to the approval of this certificate were presented during the hearing.

1732 Bethune Lofts, LLC has submitted satisfactory evidence that they possess the necessary financial resources required to develop this property in accordance with Public Act 146 of 2000 ("the Act") and the Development Agreement for the project.

Respectfully submitted,

DocuSigned by:

A1E218A0ECA417...

Kelly R. Vickers

Chief Housing Development & Investment Officer

KV/jc

cc: G. Fulton, Mayor's Office
A. Bryant, PDD
J. Schnieder, HRD
J. Cook, HRD



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

Phone: 313.224.6380
Fax: 313.224.1629
www.detroitmi.gov

By Council Member _____

WHEREAS, 1732 Bethune Lofts, LLC has filed with the City Clerk an Application for an Obsolete Property Rehabilitation Exemption Certificate, under Public Act 146 of 2000 (“the Act”) in City of Detroit Obsolete Property Rehabilitation District in the manner and form prescribed by the Michigan State Tax Commission; and

WHEREAS, This City Council is a Qualified Local Governmental Unit as defined by the Act; and

WHEREAS, this City Council on **March 8, 2022** established by Resolution an Obsolete Property Rehabilitation District in the vicinity of **1732 Bethune Avenue**, Detroit, Michigan, after a Public Hearing held, in accordance with the Act; and

WHEREAS, the taxable value of the property proposed to be exempt plus the aggregate taxable value of property already exempt under the Act and under Public Act 146 of 2000 does not exceed 5% of the total taxable value of property in the City of Detroit; and

WHEREAS, the Applicant is not delinquent in any taxes related to the facility; and

WHEREAS, the Application is for obsolete property as that term is defined in Section 2(h) of the Act, which property is owned by the Applicant; and

WHEREAS, commencement of the rehabilitation of the subject facility did not occur before the establishment of the Obsolete Property Rehabilitation District; and

WHEREAS, the Application relates to a rehabilitation program that when completed constitutes a rehabilitated facility within the meaning of the Act and which is situated within the aforesaid City of Detroit Obsolete Property Rehabilitation District and

WHEREAS, completion of the rehabilitation is calculated to, and will at the time the Certificate is issued, have the reasonable likelihood of increasing and/or retaining employment, increasing commercial activity, revitalizing an urban area, or increasing the number of residents in the community in which the facility is located; and

WHEREAS, the rehabilitation includes improvements aggregating 10% or more of the true cash value of the property at the commencement of the rehabilitation as provided by Section 2 (l) of the Act; and

WHEREAS, this City Council has granted until of **May 1, 2023** for the completion of the rehabilitation; and



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

Phone: 313.224.6380
Fax: 313.224.1629
www.detroitmi.gov

WHEREAS, on **October 6, 2022** in the City Council Committee Room, 13th Floor, Coleman A. Young Municipal Center, Detroit, Michigan, a formal public hearing was held on aforesaid application, at which time the Applicant, the Assessor, the general public, and representatives of the affected taxing units had an opportunity to be heard; and

WHEREAS, notice was given by certified mail to the Detroit Board of Education, the City of Detroit Board of Assessors, the Wayne County Board of Commissioners, Wayne County Community College, the Wayne County Intermediate School District, the Huron-Clinton Metropolitan Authority, the Applicant, and by publication to the general public, informing them of the receipt of the Application, the date and location of the Public Hearing, and the opportunity to be heard;

NOW THEREFORE BE IT

RESOLVED, That it is hereby found and determined that the granting of an Obsolete Property Rehabilitation Exemption Certificate, considered together with the taxable value of Obsolete Property Rehabilitation Exemption Certificates and Industrial Facilities Exemption Certificates if previously granted and currently in force, will not have the effect of substantially impeding the operation of the local governmental unit or impairing the financial soundness of any other taxing unit which levies an ad valorem property tax with the City of Detroit; and be it further

RESOLVED, That it is hereby found and determined that the Applicant has complied with the requirements of the Act; and be it further

RESOLVED, That the application of **1732 Bethune Lofts, LLC** for an Obsolete Property Rehabilitation Exemption Certificate, in the City of Detroit Obsolete Property Rehabilitation District is hereby approved for a period of **Nine (9)**, **with the certificate beginning December 31, 2022 and the certificate expiring December 31, 2031**, in accordance with the provisions of the Act; and be it finally

RESOLVED, That the City Clerk shall forward said application to the Michigan State Tax Commission as provided by the Act; and be it further

RESOLVED, That the rehabilitation of the facility shall be completed no later than **May 1, 2023**, unless an extension of that time period is granted by this City Council, which extension shall be granted if this City Council determines that the rehabilitation of the facility is proceeding in good faith and the proposed extension is reasonable; and be it finally

RESOLVED, That the City of Detroit's Planning and Development Department and City Assessor's Office are hereby authorized to enter into, substantially in the form attached hereto, an Obsolete Property Rehabilitation Exemption Certificate Agreement and attached Summary of Procedures for the purpose of establishing the operating procedures for and implementing the aforesaid Certificates.



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

Phone: 313.224.6380
Fax: 313.224.1629
www.detroitmi.gov

October 5, 2022

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

RE: Resolution Approving an Obsolete Rehabilitation Exemption Certificate, on Behalf of 1800 Bethune Lofts, LLC in the area of 1800 Bethune Avenue, Detroit, Michigan, in Accordance with Public Act 146 of 2000. (Petition #1530)

Honorable City Council:

On **October 6, 2022** a public hearing in connection with approving an Obsolete Rehabilitation Exemption Certificate for the above-captioned property was held before your Honorable Body. All interested persons and organizations were given an opportunity to be heard. No impediments to the approval of this certificate were presented during the hearing.

1800 Bethune Lofts, LLC has submitted satisfactory evidence that they possess the necessary financial resources required to develop this property in accordance with Public Act 146 of 2000 ("the Act") and the Development Agreement for the project.

Respectfully submitted,

DocuSigned by:

A handwritten signature in black ink, appearing to read "K. Vickers", enclosed within a blue rectangular border.

A1E218A0ECAA417...

Kelly R. Vickers

Chief Housing Development & Investment Officer

KV/jc

cc: G. Fulton, Mayor's Office
A. Bryant, PDD
J. Schnieder, HRD
J. Cook, HRD



Housing and Revitalization
Department

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

Phone: 313.224.6380
Fax: 313.224.1629
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By Council Member _____

WHEREAS, 1800 Bethune Lofts, LLC has filed with the City Clerk an Application for an Obsolete Property Rehabilitation Exemption Certificate, under Public Act 146 of 2000 (“the Act”) in City of Detroit Obsolete Property Rehabilitation District in the manner and form prescribed by the Michigan State Tax Commission; and

WHEREAS, This City Council is a Qualified Local Governmental Unit as defined by the Act; and

WHEREAS, this City Council on **March 8, 2022** established by Resolution an Obsolete Property Rehabilitation District in the vicinity of **1800 Bethune Avenue**, Detroit, Michigan, after a Public Hearing held, in accordance with the Act; and

WHEREAS, the taxable value of the property proposed to be exempt plus the aggregate taxable value of property already exempt under the Act and under Public Act 146 of 2000 does not exceed 5% of the total taxable value of property in the City of Detroit; and

WHEREAS, the Applicant is not delinquent in any taxes related to the facility; and

WHEREAS, the Application is for obsolete property as that term is defined in Section 2(h) of the Act, which property is owned by the Applicant; and

WHEREAS, commencement of the rehabilitation of the subject facility did not occur before the establishment of the Obsolete Property Rehabilitation District; and

WHEREAS, the Application relates to a rehabilitation program that when completed constitutes a rehabilitated facility within the meaning of the Act and which is situated within the aforesaid City of Detroit Obsolete Property Rehabilitation District and

WHEREAS, completion of the rehabilitation is calculated to, and will at the time the Certificate is issued, have the reasonable likelihood of increasing and/or retaining employment, increasing commercial activity, revitalizing an urban area, or increasing the number of residents in the community in which the facility is located; and

WHEREAS, the rehabilitation includes improvements aggregating 10% or more of the true cash value of the property at the commencement of the rehabilitation as provided by Section 2 (l) of the Act; and

WHEREAS, this City Council has granted until of **May 1, 2023** for the completion of the rehabilitation; and



Housing and Revitalization
Department

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

Phone: 313.224.6380
Fax: 313.224.1629
www.detroitmi.gov

WHEREAS, on **October 6, 2022** in the City Council Committee Room, 13th Floor, Coleman A. Young Municipal Center, Detroit, Michigan, a formal public hearing was held on aforesaid application, at which time the Applicant, the Assessor, the general public, and representatives of the affected taxing units had an opportunity to be heard; and

WHEREAS, notice was given by certified mail to the Detroit Board of Education, the City of Detroit Board of Assessors, the Wayne County Board of Commissioners, Wayne County Community College, the Wayne County Intermediate School District, the Huron-Clinton Metropolitan Authority, the Applicant, and by publication to the general public, informing them of the receipt of the Application, the date and location of the Public Hearing, and the opportunity to be heard;

NOW THEREFORE BE IT

RESOLVED, That it is hereby found and determined that the granting of an Obsolete Property Rehabilitation Exemption Certificate, considered together with the taxable value of Obsolete Property Rehabilitation Exemption Certificates and Industrial Facilities Exemption Certificates if previously granted and currently in force, will not have the effect of substantially impeding the operation of the local governmental unit or impairing the financial soundness of any other taxing unit which levies an ad valorem property tax with the City of Detroit; and be it further

RESOLVED, That it is hereby found and determined that the Applicant has complied with the requirements of the Act; and be it further

RESOLVED, That the application of **1800 Bethune Lofts, LLC** for an Obsolete Property Rehabilitation Exemption Certificate, in the City of Detroit Obsolete Property Rehabilitation District is hereby approved for a period of **Twelve (12)**, with the certificate beginning **December 31, 2022** and the certificate expiring **December 31, 2034**, in accordance with the provisions of the Act; and be it finally

RESOLVED, That the City Clerk shall forward said application to the Michigan State Tax Commission as provided by the Act; and be it further

RESOLVED, That the rehabilitation of the facility shall be completed no later than **May 1, 2023**, unless an extension of that time period is granted by this City Council, which extension shall be granted if this City Council determines that the rehabilitation of the facility is proceeding in good faith and the proposed extension is reasonable; and be it finally

RESOLVED, That the City of Detroit's Planning and Development Department and City Assessor's Office are hereby authorized to enter into, substantially in the form attached hereto, an Obsolete Property Rehabilitation Exemption Certificate Agreement and attached Summary of Procedures for the purpose of establishing the operating procedures for and implementing the aforesaid Certificates.



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

Phone: 313.224.6380
Fax: 313.224.1629
www.detroitmi.gov

August 30, 2022

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

Re: Request for a Public Hearing to Establish an Obsolete Property Rehabilitation District on behalf of 81001 Jefferson, LLC in the area of 1001 E Jefferson Detroit, Michigan, in accordance with Public Act 146 of 2000 (Petition # 2022-257).

Honorable City Council:

The Housing and Revitalization Department has reviewed the application of **81001 Jefferson, LLC** and find that it satisfies the criteria set forth by P.A. 146 of 2000 and would be consistent with development and economic goals of the Master Plan.

Prior to acting upon a resolution to recommend approval, a public hearing must be held, and the City Clerk must provide written notice of the public hearing to the assessor and to the governing body of each taxing unit that levies an ad valorem tax within the eligible district, said notice is to be made **not less than 10 days or more than 30 days prior** to your Honorable Body's adoption of said resolution.

We request that a Public Hearing be scheduled on the issue of establishing an Obsolete Property Rehabilitation District. Attached for your consideration, please find a resolution establishing a date and time for the public hearing.

Respectfully submitted,

DocuSigned by:

A handwritten signature in blue ink, appearing to read "Kelly R. Vickers".

A1E218A0ECA417...

Kelly R. Vickers
Chief Housing Development & Investment Officer

KV/jc

cc: G. Fulton, Mayor's Office
A. Bryant, PDD
J. Schnieder, HRD
J. Cook, HRD



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

Phone: 313.224.6380
Fax: 313.224.1629
www.detroitmi.gov

BY COUNCIL MEMBER _____

WHEREAS, pursuant to Public Act No. 146 of 2000 (“the Act”) this City Council may adopt a resolution which approves the application of an Obsolete Property Rehabilitation District within the boundaries of the City of Detroit; and

WHEREAS, **81001 Jefferson, LLC** has filed an application for an Obsolete Property Rehabilitation District whose boundaries are particularly described in the map and legal description attached hereto; and

WHEREAS, prior to such approval, the City Council shall provide an opportunity for a Public Hearing, at which Public Hearing on such adoption of a resolution providing such tax exemption, at which Public Hearing representatives of any taxing authority levying *ad valorem* taxes within the City, or any other resident or taxpayer of the City of Detroit may appear and be heard on the matter.

NOW THEREFORE BE IT

RESOLVED, that on the _____, 2022, a Public Hearing be held on the above described application and be it finally

RESOLVED, that the City Clerk shall give notice of the Public Hearing to the general public and shall give written notice of the Public Hearing by certified mail to all taxing authorities levying an *ad valorem* tax within the City of Detroit.

Janice M. Winfrey
City Clerk

City of Detroit

OFFICE OF THE CITY CLERK

Andre P. Gilbert II
Deputy City Clerk

May 12, 2022

To: Katharine G. Trudeau, Deputy Director
Planning and Development Department
Coleman A. Young Municipal Center
2 Woodward Ave. Suite 808
Detroit, MI. 48226

Re: Application for an Obsolete Property Rehabilitation District (OPRA) for the structure with an address of 1001 East Jefferson Avenue in Detroit (Wayne County), Michigan (the Property).

Please find attached an application for the petition of an Obsolete Property Rehabilitation District (OPRA) for the structure with an address of 1001 East Jefferson Avenue in Detroit (Wayne County), Michigan (the Property).

Respectfully submitted,



Jaleesa McIntosh,
Jr. Assistant City Council Committee Clerk
Office of the City Clerk

May 12, 2022

Detroit City Council
C/o City Clerk
Coleman A. Young Municipal Building
2 Woodward Ave, Room 200
Detroit MI 48226

Dear Honorable Council Members:

This letter is submitted to petition the Honorable Body to consider approval of an Obsolete Property Rehabilitation District (OPRA) for the structure with an address of 1001 East Jefferson Avenue in Detroit (Wayne County), Michigan (the Property).

The property is located on the north side of East Jefferson between Chrysler Service Drive and Rivard Street in the Rivertown neighborhood. The mixed-use building present today was completed in 1910 as a luxury residential apartment building with 10 units. The parking garage on the northern section, the now parking lot, was razed in 1966. Overtime, the residential building has been modified into a six-story 61 unit building totaling approximately 47,000 square feet. The property is currently only partially occupied.

PROJECT DESCRIPTION

The Palms Building presently has a faulty wiring knob and tube wiring system that is a fire hazard. In addition, the division of units over time, resulted in apartments units being built that block access to the emergency exits. The Palms Project plans to correct these dangerous conditions and make necessary upgrades to the residential building to provide current and future residents proper plumbing, necessary kitchen and bathroom upgrades, new windows and access to emergency exits representing an investment of approximately \$6 million. Along with this large investment, Property Ownership is partnering with the City of Detroit's Housing and Revitalization Department (HRD) to ensure that all residents are temporarily relocated and that low-income residents are offered the opportunity to return to the Palms Apartments at comparable rents.

Located in Downtown Detroit, this investment represents the redevelopment of an important historic structure. As the Owners, we are committed to seeing the transformation of this property.

PURPOSE OF THE OBSOLETE PROPERTY REHABILITATION DISTRICT

This project will result in the renovation of a historic structure that needs major upgrades and repairs to ensure the safety for residents. The improvements required are extensive with the replacement of the faulty wiring system, providing access to the emergency exit, full window replacement and other significant deferred maintenance. In addition, all residents will be able to return to the building. Low-income tenants will be able to return to the building at rents comparable to currents. Without this OPRA, the property taxes would increase operating costs and make the project infeasible, especially as revenues are decreased with return of low-income residents paying significantly reduced rental rates. The OPRA tax incentive is necessary to reduce operating costs.

PROJECT ELIGIBILITY

The property located at 1001 East Jefferson qualifies as functionally obsolete, according to the definition in Act 381 of 1996; “the property is unable to be used adequately to perform the function for which it was intended due to the substantial loss in value.” The loss in value has resulted in the following:

- Outdated floor plan that cannot support modern demands for residential units
- Current electrical wiring that is a fire hazard
- Potential asbestos and lead in some units (depending on year of modification if any)
- Significant deferred maintenance in both plumbing, electrical, and window improvements; and
- Additional cost of window maintenance in compliance with historic district.

Description of Rehabilitation

The Palms Project intends to invest approximately \$6,000,000 into the rehabilitation of 1001 East Jefferson.

Improvements include:

- Upgraded plumbing and electrical systems
- New kitchens with appliances
- New bathrooms with updated tiles and fixtures
- Exterior façade repair including new windows and restoration of historic elements
- Reconfiguration of units to provide mandatory second emergency egress access for all residents
- Assessment and abatement of all asbestos and lead where required and necessary

TIMELINE AND OPRA REQUEST

Renovation of the property is planned to commence in late Summer and early Fall 2022 and is expected to be completed in August 2023. The OPRA is being requested for 12 years.

BENEFITS TO THE COMMUNITY

Maintaining Affordable Housing for Low-Income Residents in an Apartment Building Adjacent to Downtown

The Palms Project has a relocation plan with the City of Detroit's Housing and Revitalization Department (HRD) to provide appropriate relocation assistance to all residents. Additional resources will be provided to low-income residents including a rent differential payment if housing cannot be found at their current rental rate. These costs are being paid for by the Project. A partnership has been formed with Central City Integrated Health (CCIH) to lead these efforts and to ensure every resident regardless of income level receives the proper attention to their needs throughout this process. At the end of this process, low-income residents will have the opportunity to return to the Palms Apartments in similar units at comparable rental rates as their current rate.

Counter Disinvestment & Promote Community Revitalization

This abatement will allow for the successful renovation of the historic Palms Building, completion of necessary emergency repairs and upgrades, and affordable rents for low-income residents who have made the Palms Apartment home. Without this abatement, the project would not be without raising rents to market rate levels. The property taxes are current. No other assistance is being requested. Thank you for your time and consideration of this request. Should you require any additional information in order to proceed, please feel free to contact the development team: D'Marco Ansari 313.655.7372; dansari@greatwater.us

Sincerely,



Sarah Pavelko

Attachment A: Site Map that includes the parcel(s) of property / Legal Description

Distribution: Veronica Farley, HRD
Deonte Agee
Jaleesa McIntosh

Attachment A: Site Map that includes the parcel(s) of property / Legal Description

PROPOSED OPRAD BOUNDARIES 1001 East Jefferson



Taxpayer Information:

The Palms Owner LLC
2550 Telegraph Rd., STE 200, Bloomfield Hills, MI 48124

Property Information:

Parcel ID: 05000077.

LEGAL DESCRIPTION: 1001 East Jefferson: N E JEFFERSON 4-5 REAR 11-10 PLAT OF PT OF P C 181 ANTOINE RIVARD L12 P348-51 CITY RECORDS, W C R 5/8 92 X 200.48

Year Built: 1910

Square Footage: 47,000 square feet plus 8,400 square foot parking lot

Taxable Value: \$354,766

Building Status: Occupied

Building Status: Built in 1910

GREATWATER

OPPORTUNITY CAPITAL

Property Images





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

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVE., SUITE 824
DETROIT, MI 48226
PHONE: 313•224•3011
FAX: 313•224•9400

August 23, 2022

Katy Trudeau, Deputy Director
Planning & Development Department
Coleman A. Young Municipal Center
2 Woodward Ave, Suite 808
Detroit, MI 48226

Re: **Obsolete Property Rehabilitation District – 81001 Jefferson LLC**

Address: 10001 E Jefferson

Parcel Number: 05000077.

Dear Ms. Trudeau:

The Office of the Chief Financial Officer, Office of the Assessor, has reviewed the proposed Obsolete Property Rehabilitation District located at **1001 E Jefferson** in the **East Riverfront** area of the City of Detroit.

The rationale for creating Obsolete Property Rehabilitation Districts under PA 146 of 2000, as amended, is based on the anticipation of increased market value upon completion of new construction and /or significant rehabilitation of existing commercial property and commercial housing property. Normal repair and maintenance are not assessed and do not necessarily generate additional market value.

The district as proposed by the **81001 Jefferson LLC** consists of one six-story historic apartment building known as The Palms, consisting of 44,814 square feet and built in 1910, with 61 units. The building will undergo major renovations including layout reconfiguration to ensure compliance with egress codes, plumbing and electrical systems replacement, new windows, new kitchens and bathrooms with new appliances, structural repairs, contamination abatement, and façade improvements.

This property meets the criteria set forth under PA 146 of 2000, as amended. It applies to blighted, functionally obsolete and contaminated properties. "Rehabilitation," meaning that changes to qualified facilities that are required to restore or modify the property, together with all appurtenances, to an economically efficient condition. Rehabilitation also includes major renovation and modification including, but not necessarily limited to, the improvement of floor loads, correction of deficient or excessive height, new or improved fixed building equipment, including heating, ventilation, and lighting, reducing multistory facilities to 1 or 2 stories, adding additional stories to a facility or adding additional space on the same floor level not to exceed 100% of the existing floor space on that floor level, improved structural support including foundations, improved roof structure and cover, floor replacement, improved wall placement, improved exterior and interior appearance of buildings, and other physical changes required to restore or change the obsolete property to an economically efficient condition.



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

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVE., SUITE 824
DETROIT, MI 48226
PHONE: 313•224•3011
FAX: 313•224•9400

Obsolete Property Rehabilitation District
81001 Jefferson LLC
Page 2

A review of the project and related statutes indicated that the proposed Obsolete Property Rehabilitation District located at **1001 E Jefferson** is eligible as it pertains to the Obsolete Property Rehabilitation Act under P.A. 146 of 2000, as amended.

Sincerely,

Charles Ericson, MMAO
Assessor/Board of Assessors

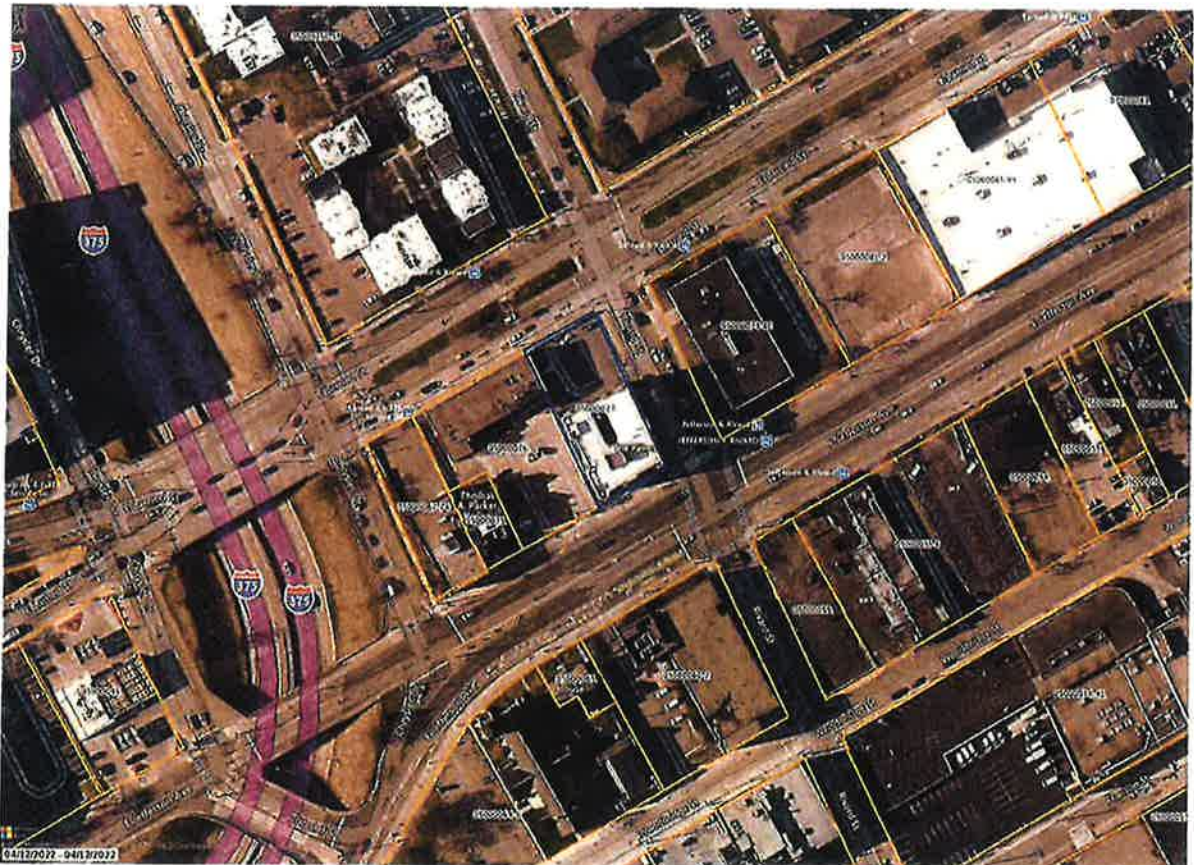


CITY OF DETROIT
OFFICE OF THE CHIEF FINANCIAL OFFICER
OFFICE OF THE ASSESSOR

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVE., SUITE 824
DETROIT, MI 48226
PHONE: 313•224•3011
FAX: 313•224•9400

Obsolete Property Rehabilitation District
81001 Jefferson LLC
Page 3

Property Address: 1001 E JEFFERSON
Parcel Number: 05000077.
Property Owner: 81001 JEFFERSON LLC
Legal Description: N E JEFFERSON 4-5 REAR 11-10 PLAT OF PT OF P C 181 ANTOINE RIVARD L12 P348-51 CITY
RECORDS, W C R 5/8 92 X 200.48





TO: Justus Cook, Housing and Revitalization
FROM: Shelby Holmes, Planning and Development
RE: Master Plan Interpretation for **Obsolete Property District** (PA 146) at 1001 East Jefferson Ave, Detroit MI 48207 (Associated to Petition # 2022-165)
DATE: July 5, 2022
CC: Katharine Trudeau, Deputy Director, Planning and Development
Kevin Schronce, PDD Central, Planning and Development
Karen Gage, PDD Zoning, Planning and Development

In order to ensure that the creation of an Obsolete Property District is in conformance with the City's Master Plan of Policies and will have the reasonable likelihood to increase commercial activity; create, retain or prevent a loss of employment; revitalize an urban area; or increase the number of residents in a community, pursuant to State of Michigan, Public Act 146 of 2000 (section 125.2788), the Planning and Development Department submits the following interpretation. The Petitioner is Greatwater Opportunity Capital LLC.

Location and Project Proposal: 1001 East Jefferson Ave Detroit, MI 48207. The proposed project will be a renovation of a historic mixed-use structure. The building is six-stories with 61 residential units totaling approximately 47,000 square feet.

Current Master Plan (MP) & Zoning: MP Classification – Mixed Residential-Commercial (MRC)
Zoning – General Business District (B4)

Master Plan Interpretation

The subject site area is designated Mixed Residential-Commercial (MRC). Mixed Residential-Commercial areas consist primarily of high-density housing developed compatibly with commercial and/or institutional uses. This classification is well suited to areas proximal to existing centers of major commercial activity, major thoroughfares, transportation nodes, or gateways into the city.

The following policies of the Lower East Central neighborhood describe the following recommendations:

- GOAL 3: Increase residential density
- Policy 3.1: Develop medium density residential northwest of Joseph Campau and Vernor, and along Mt. Elliott.

The proposed development conforms to the Future General Land Use characteristics of the area.



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

Phone: 313.224.6380
Fax: 313.224.1629
www.detroitmi.gov

October 5, 2022

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

RE: Resolution Approving an Obsolete Property Rehabilitation District, on behalf of 81001 Jefferson, LLC in the area of 1001 East Jefferson Avenue, Detroit, Michigan, in accordance with Public Act 146 of 2000 (Petition #2022-257).

Honorable City Council:

On **October 6, 2022**, a public hearing in connection with establishing an Obsolete Property Rehabilitation District was held before your Honorable Body. No impediments to the establishment of the District were presented at the public hearing.

Please find attached, a resolution and legal description, which will establish an Obsolete Property Rehabilitation District in the area of **81001 East Jefferson Avenue**, Detroit, MI. in accordance with Public Act 146 of 2000 ("the Act"). Such establishment will materially assist in the development of the site in accordance with the plans of the developer of the property.

Respectfully submitted,

DocuSigned by:
A handwritten signature in black ink, appearing to read "K. Vickers", enclosed within a blue rectangular border.

A1E218A0ECAA417...

Kelly R. Vickers
Chief Housing Development & Investment Officer

KV/jc

cc: G. Fulton, Mayor's Office
A. Bryant, PDD
J. Schnieder, HRD
J. Cook, HRD



Housing and Revitalization
Department

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

Phone: 313.224.6380
Fax: 313.224.1629
www.detroitmi.gov

BY COUNCIL MEMBER _____

WHEREAS, pursuant to Public Act No. 146 of 2000 (“Act 146”), this City Council has the authority to establish “Obsolete Property Rehabilitation Districts” within the boundaries of the City of Detroit; and

WHEREAS, **81001 Jefferson, LLC** has requested that this City Council establish an Obsolete Property Rehabilitation District in the area of **81001 East Jefferson Avenue**, Detroit, Michigan, the area being more particularly described in the map and legal description attached hereto; and

WHEREAS, the aforesaid property is obsolete property in an area characterized by obsolete commercial property or commercial housing property; and

WHEREAS, Act 146 requires that, prior to establishing an Obsolete Property Rehabilitation District, the City Council shall provide an opportunity for a hearing on the establishment of the District, at which a representative of any jurisdiction levying *ad valorem taxes*, or any owner of real property within the proposed District, or any other resident or taxpayer of the City of Detroit may appear and be heard on the matter; and

WHEREAS, a public hearing was conducted before City Council on _____, **2022**, for the purpose of considering the establishment of the proposed Obsolete Property Rehabilitation District described in the map and legal description attached hereto; and

WHEREAS, no impediments to the establishment of the proposed District were presented at the public hearing.

NOW THEREFORE BE IT

RESOLVED, that Obsolete Property Rehabilitation District, more particularly described in the map and legal description attached hereto, is hereby approved and established by this City Council in accordance with Act 146.



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

Phone: 313.224.6380
Fax: 313.224.1629
www.detroitmi.gov

August 30, 2022

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

Re: Request for a Public Hearing to Establish an Obsolete Property Rehabilitation District on behalf of 8600 Pingree, LLC in the area of 610 Blaine, 600 Pingree, and 8631 Second Avenue Detroit, Michigan, in accordance with Public Act 146 of 2000 (Petition # 2022-255).

Honorable City Council:

The Housing and Revitalization Department has reviewed the application of **8600 Pingree, LLC** and find that it satisfies the criteria set forth by P.A. 146 of 2000 and would be consistent with development and economic goals of the Master Plan.

Prior to acting upon a resolution to recommend approval, a public hearing must be held, and the City Clerk must provide written notice of the public hearing to the assessor and to the governing body of each taxing unit that levies an ad valorem tax within the eligible district, said notice is to be made **not less than 10 days or more than 30 days prior** to your Honorable Body's adoption of said resolution.

We request that a Public Hearing be scheduled on the issue of establishing an Obsolete Property Rehabilitation District. Attached for your consideration, please find a resolution establishing a date and time for the public hearing.

Respectfully submitted,

DocuSigned by:
A1E218A0ECA417...

Kelly R. Vickers
Chief Housing Development & Investment Officer

KV/jc

cc: G. Fulton, Mayor's Office
A. Bryant, PDD
J. Schnieder, HRD
J. Cook, HRD



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

Phone: 313.224.6380
Fax: 313.224.1629
www.detroitmi.gov

BY COUNCIL MEMBER _____

WHEREAS, pursuant to Public Act No. 146 of 2000 (“the Act”) this City Council may adopt a resolution which approves the application of an Obsolete Property Rehabilitation District within the boundaries of the City of Detroit; and

WHEREAS, 8600 Pingree, LLC has filed an application for an Obsolete Property Rehabilitation District whose boundaries are particularly described in the map and legal description attached hereto; and

WHEREAS, prior to such approval, the City Council shall provide an opportunity for a Public Hearing, at which Public Hearing on such adoption of a resolution providing such tax exemption, at which Public Hearing representatives of any taxing authority levying *ad valorem* taxes within the City, or any other resident or taxpayer of the City of Detroit may appear and be heard on the matter.

NOW THEREFORE BE IT

RESOLVED, that on the _____, 2022, a Public Hearing be held on the above described application and be it finally

RESOLVED, that the City Clerk shall give notice of the Public Hearing to the general public and shall give written notice of the Public Hearing by certified mail to all taxing authorities levying an *ad valorem* tax within the City of Detroit.

Janice M. Winfrey
City Clerk

City of Detroit
OFFICE OF THE CITY CLERK

Andre P. Gilbert II
Deputy City Clerk

August 4, 2022

To: Katharine G. Trudeau, Deputy Director
Planning and Development Department
Coleman A. Young Municipal Center
2 Woodward Ave. Suite 808
Detroit, MI. 48226

Re: Request for the Establishment of an Obsolete Property Rehabilitation District (OPRA) for the properties with addresses of 610 Blaine, 600 Pingree and 8631 Second Avenue in Detroit (Wayne County), Michigan (the Property).

Please find attached an application for a Request for the Establishment of an Obsolete Property Rehabilitation District (OPRA) for the properties with addresses of 610 Blaine, 600 Pingree and 8631 Second Avenue in Detroit (Wayne County), Michigan (the Property).

Respectfully submitted,



Jaleesa McIntosh,
Jr. Assistant City Council Committee Clerk
Office of the City Clerk

City of Detroit

Janice M. Winfrey
City Clerk

OFFICE OF THE CITY CLERK

Andre P. Gilbert II
Deputy City Clerk

August 4, 2022

To: Katharine G. Trudeau, Deputy Director
Planning and Development Department
Coleman A. Young Municipal Center
2 Woodward Ave. Suite 808
Detroit, MI. 48226

Re: Request for the Establishment of an Obsolete Property Rehabilitation District (OPRA) for the properties with addresses of 610 Blaine, 600 Pingree and 8631 Second Avenue in Detroit (Wayne County), Michigan (the Property).

Please find attached an application for a Request for the Establishment of an Obsolete Property Rehabilitation District (OPRA) for the properties with addresses of 610 Blaine, 600 Pingree and 8631 Second Avenue in Detroit (Wayne County), Michigan (the Property).

Respectfully submitted,

Jaleesa McIntosh,
Jr. Assistant City Council Committee Clerk
Office of the City Clerk

July 14, 2022

Detroit City Council
C/o City Clerk
Coleman A. Young Municipal Building
2 Woodward Ave, Room 200
Detroit MI 48226

Honorable Council Members:

This letter is submitted to petition the Honorable Body to consider approval of an Obsolete Property Rehabilitation District (OPRA) for the properties with addresses of 610 Blaine, 600 Pingree and 8631 Second Avenue in Detroit (Wayne County), Michigan (the Property).

The properties are in the North End behind Henry Ford Hospital. The apartment buildings present today were completed in 1923 as luxury residential apartment buildings with a combined total of 175 units. The properties are not currently occupied.

PROJECT DESCRIPTION

610 Blaine, known as Lee Crest Apartments, has 102 units. 600 Pingree St., known as Chatham Apartments, has 73 units. The buildings are only one block away from each other and are the largest buildings in the heart of the North End neighborhood. The buildings were previously occupied and have significantly deferred maintenance. Construction to correct building conditions is intended to begin in the January 2023. With acquisition, elevator upgrades, new windows, new roofs and unit improvements, \$12.1 million will be invested at Lee Crest and \$8.9million at Chatham. As the Owners, we are committed to seeing the transformation of this property.

PURPOSE OF THE OBSOLETE PROPERTY REHABILITATION DISTRICT

This project will result in the renovation of a historic structure that needs major upgrades and repairs to ensure the safety for residents. The improvements required are extensive new elevators, full window replacement, new roofs and unit improvements with polished concrete flooring, refreshed bathrooms, and new kitchens. In addition, the historic character of the first floor lobbies will be restored and receive new windows which will enhance how the building looks from the street. Lee Crest will have small neighborhood retail spaces on the first floor. The deferred maintenance from the prior owners requires extensive renovations that are costly. Without this OPRA, the property taxes would increase operating costs and not leave sufficient cash flow to cover the debt payments making the project infeasible. The OPRA tax

GREATWATER

OPPORTUNITY CAPITAL

incentive is necessary to reduce operating costs to support the debt that will cover the cost of improvements.

PROJECT ELIGIBILITY

Per MCL 146 of 2000 Section 3 (2), a property owner comprising at least 50% of the taxable value of the property located within a proposed OPRA district may apply for the District. Chatham entity owns 54% of the taxable value in this district as illustrated in the chart below.

| Property | Address | Parcel ID | Taxable Value | % of Total |
|--------------|-------------|-------------|-------------------|---------------|
| Lee Crest | 610 Blaine | 04002218-9 | \$ 163,852 | 44.42% |
| Chatham | 600 Pingree | 04002148 | \$ 201,877 | 54.73% |
| Vacant Lot | 8631 2nd | 04002149-50 | \$ 3,142 | 0.85% |
| Total | | | \$ 368,871 | 100.0% |

The properties included in the district are located at 610 Blaine, 600 Pingree, and 8631 Second Ave. The buildings at 610 Blaine and 600 Pingree qualify as functionally obsolete, according to the definition in Act 381 of 1996; "the property is unable to be used adequately to perform the function for which it was intended due to the substantial loss in value." The loss in value is a result of the following:

- Elevators that cannot safely be operated;
- Extensive exterior façade renovations;
- Leaking and damaged roofs;
- Potential asbestos and lead in some units ; and
- Significant deferred maintenance in both plumbing, electrical, and window improvements.

Description of Rehabilitation

The Lee Crest and Chatham Project intends to invest approximately \$21 million into the rehabilitation of 810 Blaine, 600 Pingree and 8631 Second Ave Improvements include:

- New kitchens with appliances
- Improved bathrooms
- New roof and exterior façade repair including new windows and restoration of historic elements
- New elevators
- Assessment and abatement of all asbestos and lead where required and necessary

TIMELINE AND OPRA REQUEST

Renovation of the property is planned to commence in January 2023 and is expected to be completed in April 2023. The OPRA is being requested for 12 years.

GREATWATER

OPPORTUNITY CAPITAL

Thank you for your time and consideration of this request. Should you require any additional information in order to proceed, please feel free to contact the development team: Kizzmet Littleton, Development Analyst, klittleton@greatwater.us

Sincerely,

Kizzmet Littleton
Kizzmet Littleton

Attachment A: Site Map that includes the parcel(s) of property / Legal Description

Distribution: Veronica Farley, HRD
Justus Cook, HRD
Deonte Agee, City Clerk

Attachment A: Site Map that includes the parcel(s) of property / Legal Description

PROPOSED OPRA BOUNDARIES 610 Blaine, 600 Pingree, 8631 2nd Ave



610 Blaine

Taxpayer Information:

88711 2nd LLC Owner of 610 Blaine

Owner Address: 6001 Cass Avenue, Detroit, MI 48202

Legal Description: 610 Blaine: N BLAINE 17 THRU 15 W 20 FT 14 MC LAUGHLIN BROTHERS SUB L14 P21 PLATS, W C R 4/85 170 X 117.5

Parcel ID: 04002218-9

Year Built: 1926

Square Footage: 85,546

Taxable Value: \$163,852

Building Status: Vacant

8631 Second

8600 Pingree LLC Owner of 8631 Second

Owner Address: 6001 Cass Avenue, Detroit, MI 48202

Legal Description: S BLAINE W 20 FT 118 119-120 MC LAUGHLIN BROTHERS SUB L14 P21 PLATS, W C R 4/85 120 X 127.5

Parcel ID: 04002149-50

Square Footage: 15,317

Taxable Value: \$6,000

Building Status: Commercial- Vacant lot

GREATWATER

OPPORTUNITY CAPITAL

600 Pingree

8600 Pingree LLC Owner of 600 Pingree

Parcel ID: 04002148

Legal Description: N PINGREE 31&29 AND PRIVATE ALLEY ADJ ANDERSON & MCKAYS SUB L13
P91 PLATS, W C R 4/84 120 X 127

Year Built: 1923

Square Footage: 70,442 square feet

Taxable Value: \$201,877

Building Status: Vacant



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

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVE., SUITE 824
DETROIT, MI 48226
PHONE: 313•224•3011
FAX: 313•224•9400

August 4, 2022

Katy Trudeau, Deputy Director
Planning & Development Department
Coleman A. Young Municipal Center
2 Woodward Ave, Suite 808
Detroit, MI 48226

Re: **Obsolete Property Rehabilitation District – 8600 Pingree LLC**

Addresses: 610 Blaine/600 Pingree/8631 Second
Parcel Number: 04002218-9/04002148/04002149-50

Dear Ms. Trudeau:

The Office of the Chief Financial Officer, Office of the Assessor, has reviewed the proposed Obsolete Property Rehabilitation District located at **610 Blaine/600 Pingree/8631 Second** located in **Piety Hill** area of the City of Detroit.

The rationale for creating Obsolete Property Rehabilitation Districts under PA 146 of 2000, as amended, is based on the anticipation of increased market value upon completion of new construction and /or significant rehabilitation of existing commercial property and commercial housing property. Normal repair and maintenance are not assessed and do not necessarily generate additional market value.

The district as proposed by the **8600 Pingree LLC** consists of two apartments buildings: Lee Crest Apartments (610 Blaine) consisting of 102 apartment units, built in 1926 with 82,748 sq.ft. and Chatham Apartments (600 Pingree), consisting of 73 units, built in 1923 with 70,442 sq.ft. . The proposed project consists of rehabilitating the existing structures and will undergo major renovations including window replacement, roof replacement, all major mechanical, plumbing and electrical systems replacement and/or repairs, unit updates, elevator replacement, and environmental remediation.

This property meets the criteria set forth under PA 146 of 2000, as amended. It applies to blighted, functionally obsolete and contaminated properties. "Rehabilitation," meaning that changes to qualified facilities that are required to restore or modify the property, together with all appurtenances, to an economically efficient condition. Rehabilitation also includes major renovation and modification including, but not necessarily limited to, the improvement of floor loads, correction of deficient or excessive height, new or improved fixed building equipment, including heating, ventilation, and lighting, reducing multistory facilities to 1 or 2 stories, adding additional stories to a facility or adding additional space on the same floor level not to exceed 100% of the existing floor space on that floor level, improved structural support including foundations, improved roof structure and cover, floor replacement, improved wall placement, improved exterior and interior appearance of buildings, and other physical changes required to restore or change the obsolete property to an economically efficient condition.



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

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Obsolete Property Rehabilitation District
8600 Pingree LLC
Page 2

A review of project details and relevant statutes indicated that the proposed Obsolete Property Rehabilitation District located at **610 Blaine/600 Pingree/8631 Second** is eligible as it pertains to the Obsolete Property Rehabilitation Act under P.A. 146 of 2000, as amended.

Sincerely,

Charles Ericson, MMAO
Assessor/Board of Assessors



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

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Obsolete Property Rehabilitation District
8600 Pingree LLC
Page 3

Property Address: 610 BLAINE
Parcel Number: 04002218-9
Property Owner: 88711 2ND LLC
Legal Description: N BLAINE 17 THRU 15 W 20 FT 14 MC LAUGHLIN BROTHERS SUB L14 P21 PLATS, W C R 4/85 170 X 117.5

Property Address: 600 PINGREE
Parcel Number: 04002148.
Property Owner: 8600 PINGREE LLC
Legal Description: N PINGREE 31&29 AND PRIVATE ALLEY ADJ ANDERSON & MCKAYS SUB L13 P91 PLATS, W C R 4/84 120 X 127

Property Address: 8631 SECOND
Parcel Number: 04002149-50
Property Owner: 8600 PINGREE LLC
Legal Description: S BLAINE W 20 FT 118 119-120 MC LAUGHLIN BROTHERS SUB L14 P21 PLATS, W C R 4/85 120 X 127.5



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

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Obsolete Property Rehabilitation District
8600 Pingree LLC
Page 4





TO: Justus Cook, Housing and Revitalization
FROM: Shelby Holmes, Planning and Development
RE: Master Plan Interpretation for **Obsolete Property District** (PA 146) at 610 Blaine, 600 Pingree, 8631 Second Ave Detroit, MI 48202 (Associated to Petition # 2022-255)
DATE: August 8, 2022
CC: Katharine Trudeau, Deputy Director, Planning and Development
Kevin Schronce, PDD Central, Planning and Development
Karen Gage, PDD Zoning, Planning and Development

In order to ensure that the creation of an Obsolete Property District is in conformance with the City's Master Plan of Policies and will have the reasonable likelihood to increase commercial activity; create, retain or prevent a loss of employment; revitalize an urban area; or increase the number of residents in a community, pursuant to State of Michigan, Public Act 146 of 2000 (section 125.2788), the Planning and Development Department submits the following interpretation. The Petitioner is Greatwater Opportunity Capital LLC.

Location and Project Proposal: 610 Blaine, 600 Pingree, 8631 Second Ave Detroit, MI 48202. The proposed project will result in the renovation of the Historic Lee Crest Apartments and Chatham apartments. The Lee Crest Apartments has 102 units, and the Chatham Apartment has 73 units that will be renovated. The Lee Crest Apartments will have small neighborhood retail on the first floor.

Current Master Plan (MP) & Zoning: MP Classification – Low/Medium Density Residential (RLM)
Zoning – General Business District (B4), Medium Density Residential District (R5)

Master Plan Interpretation

The subject site area is designated Low/Medium Density Residential (RLM). Low/Medium Density Residential areas should have an overall density of 8 to 16 dwelling units per net residential acre. The areas are often characterized by two or four family homes with small yards, on-street parking, or garages with alley access. The residential classifications allow for neighborhood-scale commercial development. For instance, in a Low/Medium Density Residential area, small scale commerce (e.g. convenience stores) should exist to serve residents' day-to-day needs.

The following policies of the Middle Woodward neighborhood describe the following recommendations:

- GOAL 3: Increase residential density
- Policy 3.1: Develop East and West Grand Boulevard, and Woodward as a high-density mixed-use area, with housing and ground-floor commercial.

The proposed development conforms to the Future General Land Use characteristics of the area.



Coleman A. Young Municipal Center
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Phone: 313.224.6380
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www.detroitmi.gov

October 5, 2022

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

RE: Resolution Approving an Obsolete Property Rehabilitation District, on behalf of 8600 Pingree, LLC in the area of 610 Blaine, 600 Pingree & 8631 Second Avenue, Detroit, Michigan, in accordance with Public Act 146 of 2000 (Petition #2022-255).

Honorable City Council:

On **October 6, 2022**, a public hearing in connection with establishing an Obsolete Property Rehabilitation District was held before your Honorable Body. No impediments to the establishment of the District were presented at the public hearing.

Please find attached, a resolution and legal description, which will establish an Obsolete Property Rehabilitation District in the area of **610 Blaine, 600 Pingree & 8631 Second Avenue**, Detroit, MI. in accordance with Public Act 146 of 2000 ("the Act"). Such establishment will materially assist in the development of the site in accordance with the plans of the developer of the property.

Respectfully submitted,

DocuSigned by:

A1E218A0ECA417...

Kelly R. Vickers
Chief Housing Development & Investment Officer

KV/jc

cc: G. Fulton, Mayor's Office
A. Bryant, PDD
J. Schnieder, HRD
J. Cook, HRD



Coleman A. Young Municipal Center
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BY COUNCIL MEMBER _____

WHEREAS, pursuant to Public Act No. 146 of 2000 (“Act 146”), this City Council has the authority to establish “Obsolete Property Rehabilitation Districts” within the boundaries of the City of Detroit; and

WHEREAS, **8600 Pingree, LLC** has requested that this City Council establish an Obsolete Property Rehabilitation District in the area of **610 Blaine, 600 Pingree & 8631 Second Avenue**, Detroit, Michigan, the area being more particularly described in the map and legal description attached hereto; and

WHEREAS, the aforesaid property is obsolete property in an area characterized by obsolete commercial property or commercial housing property; and

WHEREAS, Act 146 requires that, prior to establishing an Obsolete Property Rehabilitation District, the City Council shall provide an opportunity for a hearing on the establishment of the District, at which a representative of any jurisdiction levying *ad valorem taxes*, or any owner of real property within the proposed District, or any other resident or taxpayer of the City of Detroit may appear and be heard on the matter; and

WHEREAS, a public hearing was conducted before City Council on _____, **2022**, for the purpose of considering the establishment of the proposed Obsolete Property Rehabilitation District described in the map and legal description attached hereto; and

WHEREAS, no impediments to the establishment of the proposed District were presented at the public hearing.

NOW THEREFORE BE IT

RESOLVED, that Obsolete Property Rehabilitation District, more particularly described in the map and legal description attached hereto, is hereby approved and established by this City Council in accordance with Act 146.



DEPARTMENTAL SUBMISSION

DEPARTMENT: Housing and Revitalization
FILE NUMBER: Housing and Revitalization-0254

*** RE:**

Amendment of the Programmatic Agreement Regarding the Administration of Housing and Community Development Programs funded by the U.S. Department of Housing and Urban Development

*** SUMMARY:**

The Housing and Revitalization Department is requesting this Honorable Body's approval of the Second Amendment to the Programmatic Agreement (the "Amendment") between the City of Detroit (the "City") and Michigan State Historic Preservation Officer (the "SHPO") and the Advisory Council on Historic Preservation (the "ACHP"), regarding the administration and coordination of the U.S. Department of Housing and Urban Development - Housing and Community Development Programs and environmental review responsibilities (the "HUD Programs").

*** RECOMMENDATION:**

Click or tap here to enter text.

We hereby request that your Honorable Body adopt the attached resolution authorizing and approving the execution of the amendment to the Programmatic Agreement.

*** DEPARTMENTAL CONTACT:**

Name: Penny Dwoinen
Position: Environmental Compliance Officer

***=REQUIRED**



Housing and Revitalization
Department

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

Phone: 313.224.6380
Fax: 313.224.1629
www.detroitmi.gov

September 20, 2022

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

**RE: Amendment of the Programmatic Agreement Regarding the Administration of
Housing and Community Development Programs funded by the U.S. Department of
Housing and Urban Development**

The Housing and Revitalization Department is requesting this Honorable Body's approval of the Second Amendment to the Programmatic Agreement (the "Amendment") between the City of Detroit (the "City") and Michigan State Historic Preservation Officer (the "SHPO") and the Advisory Council on Historic Preservation (the "ACHP"), regarding the administration and coordination of the U.S. Department of Housing and Urban Development - Housing and Community Development Programs and environmental review responsibilities (the "HUD Programs").

On November 9, 2016, the City, SHPO, and ACHP entered into a Programmatic Agreement (the "2016 Agreement") to coordinate the City's responsibilities for the federal environmental review of all HUD Programs. The City determined that the administration of the HUD Programs may affect properties included in or eligible for inclusion in the National Register of Historic Places (NRHP) as required under Section 106 of the National Preservation Act 1966, (54 U.S.C. 306108). For each of the HUD Programs, HUD requires that the City assume the environmental review responsibilities for conducting an environmental review for projects or activity and prior to the approval and release of federal funds, in accordance with 24 C.F.R. Part 58. The activities funded under the Program may constitute an undertaking subject to review for compliance with Section 106 of the National Historic Preservation Act (NHPA) under Title 36 of the Code of Federal Regulations (CFR), Part 800, as amended.

The 2016 Agreement provided for the cooperation and consultation between SHPO, the Advisory Council on Historic Preservation, the City's Preservation Specialist, and the City's Historic Designation Advisory Board (HDAB), which is responsible for identifying, documenting and surveying of all historical resources to determine the eligibility for NRHP designation. On April 21, 2020, the City amended the PA to reflect changes made to the City's reorganization and transfer of the programmatic functions from the Planning and Development Department to the Housing and Revitalization Department. Since the execution of the 2016 Agreement, the City has been able to streamline the Section 106 review process by laying out the agreed-upon terms and conditions, resolving potential adverse effects, address issues in complex undertaking, and other environmental and historical situations.



**Housing and Revitalization
Department**


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The City's Planning and Development Department and HDAB support the continued cooperation and consultation between the City and SHPO and ACHP and wish to be invited signatories to the Amendment. The adoption of the second amendment will continue the City's obligation and responsibility in compliance with Section 106 and provide further assistance with administration of individual undertakings within the HUD Program, which includes single-family and multi-family rehabilitation, property acquisition, property relocation, accessibility for disabled persons, demolition, new construction, lead hazard reduction, redevelopment projects, and commercial demolition.

We hereby request that your Honorable Body adopt the attached resolution authorizing and approving the execution of the amendment to the Programmatic Agreement.

Respectfully Submitted,

DocuSigned by:

E17650515DAF4C9...

Julie Schneider
Director , Housing and Revitalization

CC: Val Miller
Penny Dwoinen
Tiffany Ciavattone

RESOLUTION

BY COUNCIL MEMBER: _____

WHEREAS, the City of Detroit (the “City”) is the recipient of grant funds from the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, HUD is authorized to provide for the assumption of environmental review responsibilities by recipients of federal funding to be administered for HUD programs in accordance with HUD’s environmental review procedures as set forth in 24 C.F.R. Part 58, and

WHEREAS, the City has accepted the federal environmental review responsibility, in accordance with section 104(g) of the Housing and Community Development Act of 1974, 42 U.S.C. 5304(g), and the federal agency responsibility for compliance with Section 106 of the National Historic Preservation Act of 1966 (the “NHPA”), 54 U.S.C. § 306108, (“Section 106”); and

WHEREAS, the City, Michigan State Historic Preservation Officer, and Advisory Council on Historic Preservation wish to amend the Programmatic Agreement executed on November 9, 2016, to administer HUD grant and/or entitlement programs with funds from HUD (the “2016 Agreement”); and

WHEREAS, the City’s Planning and Development Department (“PDD”) and City Council Historic Designation Advisory Board (“HDAB”) wish to support the Second Amendment to the Programmatic Agreement as invited signatories and agree to the modification outlined in the agreement.

WHEREAS, the Signatories, Invited Signatories, and Concurring Parties of the 2016 Agreement have agreed that modifications of the agreement is needed to improve the effectiveness of the stipulations outlined in the agreement, in order to satisfy the City’s Section 106 responsibilities for all individual undertakings administered under the HUD Programs.

NOW, THEREFORE, BE IT RESOLVED, that in accordance with the foregoing communication, the Housing and Revitalization Department request the approval to enter into that certain Second Amendment Programmatic Agreement (the ‘Amendment’) with the Michigan State Historic Preservation Officer and the Advisory Council on Historic Preservation for the coordinated administration of the City’s federal environmental review responsibility and federal agency responsibility for compliance with Section 106 of the National Historic Preservation Act; and be it further

RESOLVED, that the Directors of the Planning and Development Department and the Housing & Revitalization Department, or an authorized designee is hereby authorized to execute the amendment to the Programmatic Agreement with the Michigan State Historic Preservation Office and Advisory Council on Historic Preservation and such other documents as may be necessary to

effect the execution of the Amendment, provided they do not substantially alter the stipulations of the agreement; and be it further.

RESOLVED, that the Historic Designation Advisory Board authorized designee is hereby authorized to execute the amendment to the Programmatic Agreement as invited signatories, provided they do not substantially alter the stipulations of the agreement; and be it further

RESOLVED, that the Amendment will be considered confirmed when executed by the Directors of the Planning and Development Department, Housing and Revitalization Department, and Historic Designation Advisory Board or an authorized designee, and approved by the Corporation Counsel as to form



DEPARTMENTAL SUBMISSION

DEPARTMENT: Planning & Development
FILE NUMBER: Planning & Development-0370

*** RE:**

Submitting reso. autho. Transfer of Jurisdiction of 2014 W. Philadelphia et. al. from the Planning and Development Department to the Department of Parks and Recreation

*** SUMMARY:**

The City of Detroit Detroit Planning and Development Department ("P&DD") has indicated to the Department of Parks and Recreation ("DPR") that certain City-owned real property located at at 2014, 2016, 2019, 2024, 2025, 2030, 2033, 2038, 2039, 2044, 2045, 2052, 2053, 2075, and 2095 W. Philadelphia and 2002, 2014, 2024, 2040, 2044, 2060, 2070, 2080, and 2090 W. Euclid and 8521 Rosa Parks Blvd (collectively the "Properties"), are no longer appropriate to their needs. P&DD has requested that the Finance Department transfer jurisdictional control over the Property to DPR to administer.

*** RECOMMENDATION:**

Request that Resolution be forwarded to the Planning and Economic Development Standing Committee ("PED"), and then returned to the Council-of-the-Whole with a formal recommendation for approval by PED. Request for approval at the Council-of-the-Whole with a Waiver.

*** DEPARTMENTAL CONTACT:**

Name: Matthew Langston, Esq.
Position: Manager, Special Projects, Housing and Revitalization Department

***=REQUIRED**



CITY OF DETROIT
PLANNING AND DEVELOPMENT DEPARTMENT

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

September 22, 2022

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

**RE: Transfer of Jurisdiction of Real Property
2014, 2016, 2019, 2024, 2025, 2030, 2033, 2038, 2039, 2044, 2045, 2052, 2053, 2075,
and 2095 W. Philadelphia and 2002, 2014, 2024, 2040, 2044, 2060, 2070, 2080, and
2090 W. Euclid and 8521 Rosa Parks Blvd**

Honorable City Council:

The City of Detroit Planning and Development Department ("P&DD") has requested that the Finance Department transfer jurisdiction of certain City-owned real property located at 2014, 2016, 2019, 2024, 2025, 2030, 2033, 2038, 2039, 2044, 2045, 2052, 2053, 2075, and 2095 W. Philadelphia and 2002, 2014, 2024, 2040, 2044, 2060, 2070, 2080, and 2090 W. Euclid and 8521 Rosa Parks Blvd (collectively the "Properties") to the Department of Parks and Recreation ("DPR") to administer.

Previously, this honorable body approved a transfer of jurisdiction of several city-owned parcels to DPR for their renovation and beautification project taking place at the Joseph Walker Williams Recreational center and surrounding area. These Properties make up the remainder of the footprint of the parcels that will be included in the project. P&DD has determined that they no longer have a specific need for the Properties, and DPR remains engaged in the completion of the renovation of the recreational center, and surrounding park area in 2022 and 2023. All the parcels included in the transfer are zoned R3 (Low Density Residential District), except for 8521 Rosa Parks Blvd., which is zoned B3 (Shopping District). The proposed use of the Properties shall be consistent with the allowable uses for which the Properties are zoned.

Pursuant to Sec. 2-7-3 of the 2019 Detroit City Code, it is hereby requested by the Finance Department that Detroit City Council approve the transfer of jurisdiction of the property from P&DD to the Department of Parks and Recreation.

Respectfully submitted,

Planning and Development Department

Antoine Bryant
Director

Office of the Chief Financial Officer/
Finance Department

John Naglick
Chief Deputy CFO / Finance Director



RESOLUTION

BY COUNCIL MEMBER _____

WHEREAS, the Detroit Planning and Development Department (“P&DD”) has jurisdiction over certain City of Detroit real property located at 2014, 2016, 2019, 2024, 2025, 2030, 2033, 2038, 2039, 2044, 2045, 2052, 2053, 2075, and 2095 W. Philadelphia and 2002, 2014, 2024, 2040, 2044, 2060, 2070, 2080, and 2090 W. Euclid and 8521 Rosa Parks Blvd (collectively the “Properties”) as further described in the attached Exhibit A; and

WHEREAS, P&DD has requested that the Chief Financial Officer transfer jurisdiction of the Properties to the Department of Parks and Recreation (“DPR”) for management, and in accordance with Article 7, Chapter 2 of the Detroit City Code, the Chief Financial Officer has designated P&DD responsible for its management; and

WHEREAS, P&DD has determined that they no longer have a specific need for the Properties. DPR will utilize the Properties in renovation, beautification, and improvement projects related to, and surrounding, the Joseph Walker Williams Recreational Center; now therefore be it

RESOLVED, that in accordance with Sec. 2-7-3 of the 2019 Detroit City Code, Detroit City Council hereby approves the transfer of jurisdiction of the Property from the City of Detroit Planning and Development Department to the Department of Parks and Recreation.

(See Attached Exhibit A)

EXHIBIT A

LEGAL DESCRIPTION

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

Parcel 1

N PHILADELPHIA LOT 136 AND HALF VAC ALLEY AND VAC PHILADELPHIA ADJ
AUSTINS SUB L30 P45 PLATS, W C R 8/129 35 X 167

a/k/a 2014 W Philadelphia
Tax Parcel ID 08002179

Parcel 2

N PHILADELPHIA LOT 135 AND HALF VAC ALLEY AND VAC PHILADELPHIA ADJ
AUSTINS SUB L30 P45 PLATS, W C R 8/129 35 X 167

a/k/a 2016 W Philadelphia
Tax Parcel ID 08002178

Parcel 3

S PHILADELPHIA LOTS 97-98 AND HALF VAC ALLEY AND VAC PHILADELPHIA ADJ
AUSTINS SUB L30 P45 PLATS, WCR 8/129 70 X 167

a/k/a 2019 W Philadelphia
Tax Parcel ID 08002160

Parcel 4

N PHILADELPHIA LOT 134 AND HALF VAC ALLEY AND VAC PHILADELPHIA ADJ
AUSTINS SUB L30 P45 PLATS, W C R 8/129 35 X 167

a/k/a 2024 W Philadelphia
Tax Parcel ID 08002177

Parcel 5

S PHILADELPHIA LOT 99 AND HALF VAC ALLEY AND VAC PHILADELPHIA ADJ
AUSTINS SUB L30 P45 PLATS, WCR 8/129 35 X 167

a/k/a 2025 W Philadelphia
Tax Parcel ID 08002161

Parcel 6

N PHILADELPHIA LOT 133 AND HALF VAC ALLEY AND VAC PHILADELPHIA ADJ
AUSTINS SUB L30 P45 PLATS, WCR 8/129 35 X 167

a/k/a 2030 W Philadelphia
Tax Parcel ID 08002176

Parcel 7

S PHILADELPHIA LOT 100 AND HALF VAC ALLEY AND VAC PHILADELPHIA ADJ
AUSTINS SUB L30 P45 PLATS, WCR 8/129 35 X 167

a/k/a 2033 W Philadelphia
Tax Parcel ID 08002162

Parcel 8

N PHILADELPHIA LOT 132 AND HALF VAC ALLEY AND VAC PHILADELPHIA ADJ
AUSTINS SUB L30 P45 PLATS, W C R 8/129 35 X 167

a/k/a 2038 W Philadelphia
Tax Parcel ID 08002175

Parcel 9

S PHILADELPHIA LOT 101 AUSTINS SUB L30 P45 PLATS, W C R 8/129 35 X 128

a/k/a 2039 W Philadelphia
Tax Parcel ID 08002163

Parcel 10

N PHILADELPHIA LOT 131 AND HALF VAC ALLEY ADJ AND W 46 FT VAC ROSA
PARKS ADJ AUSTINS SUB L30 P45 PLATS, WCR 8/129 35 X 16

a/k/a 2044 W Philadelphia
Tax Parcel ID 08002174

Parcel 11

S PHILADELPHIA LOT 102 AND HALF VAC ALLEY AND VAC PHILADELPHIA ADJ
AUSTINS SUB L30 P45 PLATS, W C R 8/129 35 X 167

a/k/a 2045 W Philadelphia
Tax Parcel ID 08002164

Parcel 12

N PHILADELPHIA LOT 130 AND HALF VAC ALLEY AND VAC PHILADELPHIA ADJ
AUSTINS SUB L30 P45 PLATS, WCR 8/129 35 X 167

a/k/a 2052 W Philadelphia
Tax Parcel ID 08002173

Parcel 13

S PHILADELPHIA LOT 103 AND HALF VAC ALLEY AND VAC PHILADELPHIA ADJ
AUSTINS SUB L30 P45 PLATS, W C R 8/129 35 X 167

a/k/a 2053 W Philadelphia
Tax Parcel ID 08002165

Parcel 14

S PHILADELPHIA LOTS 104 THRU 107 AND HALF VAC ALLEY ADJ AUSTINS SUB L30
P45 PLATS, WCR 8/129 140 X 137

a/k/a 2075 W Philadelphia
Tax Parcel ID 08002166

Parcel 15

S PHILADELPHIA LOT 108 AND HALF VAC ALLEY ADJ AUSTINS SUB L30 P45 PLATS,
WCR 8/129 50 X 137

a/k/a 2095 W Philadelphia
Tax Parcel ID 08002167

Parcel 16

N EUCLID LOT 60 AND HALF VAC ALLEY ADJ AUSTINS SUB L30 P45 PLATS, WCR
8/129 35 X 137

a/k/a 2002 W Euclid
Tax Parcel ID 08002095

Parcel 17

N EUCLID LOTS 58 & 59 AND HALF VAC ALLEY ADJ AUSTINS SUB L30 P45 PLATS,
WCR 8/129 70 X 137

a/k/a 2014 W Euclid
Tax Parcel ID 08002094

Parcel 18

N EUCLID LOT 57 AND HALF VAC ALLEY ADJ AUSTINS SUB L30 P45 PLATS, WCR
8/129 35 X 137

a/k/a 2024 W Euclid
Tax Parcel ID 08002093

Parcel 19

N EUCLID LOTS 55 & 56 AND HALF VAC ALLEY ADJ AUSTINS SUB L30 P45 PLATS,
WCR 8/129 70 X 137

a/k/a 2040 W Euclid
Tax Parcel ID 08002092

Parcel 20

N EUCLID LOT 54 AND HALF VAC ALLEY ADJAUSTINS SUB L30 P45 PLATS, WCR
8/129 35 X 137

a/k/a 2044 W Euclid
Tax Parcel ID 08002091

Parcel 21

N EUCLID LOTS 52 & 53 AND HALF VAC ALLEY ADJ AUSTINS SUB L30 P45 PLATS, W
C R 8/129 70 X 137

a/k/a 2060 W Euclid
Tax Parcel ID 08002090

Parcel 22

N EUCLID LOT 51 AND HALF VAC ALLEY AD JAUSTINS SUB L30 P45 PLATS, WCR
8/129 35 X 137

a/k/a 2070 W Euclid
Tax Parcel ID 08002089

Parcel 23

N EUCLID LOTS 49 & 50 AND HALF VAC ALLEY ADJ AUSTINS SUB, L30 P45 PLATS,
WCR 8/129 70 X 137

a/k/a 2080 W Euclid
Tax Parcel ID 08002088

Parcel 24

N EUCLID LOT 48 AND HALF VAC ALLEY ADJ AUSTINS SUB L30 P45 PLATS, WCR
8/129 50 X 137

a/k/a 2090 W Euclid
Tax Parcel ID 08002087

Parcel 25

W ROSA PARKS LOTS 153 THRU 149 S 107 FT OF LOTS 148 THRU 145 E 29 FT OF S 107 FT OF 144 E 29 FT OF N 15 FT OF 89 N 15 FT OF LOTS 88 THRU 84 AND VAC PHILADELPHIA ST ADJ ALSO W 46 FT VAC ROSA PARKS BLVD AND VAC ALLEYS ADJ AUSTINS SUB OF PT 1/4 SEC 47 L30 P45 PLATS, W C R 8/129 60,978 SQ FT

a/k/a 8521 Rosa Parks Blvd
Tax Parcel ID 08007967

Description Correct
Engineer of Surveys

By: _____
Basil Sarim
Sr. Associate Surveyor
City of Detroit/DPW, CED



DEPARTMENTAL SUBMISSION

DEPARTMENT: Planning & Development
FILE NUMBER: Planning & Development-0367

*** RE:**

Submitting reso. autho. Sale of 8933 Kercheval to 8933 Kercheval, LLC

*** SUMMARY:**

The City of Detroit, Planning and Development Department ("P&DD") has received an offer from 8933 Kercheval, LLC (the "Purchaser"), a Michigan limited liability company, to purchase certain City-owned real property at 8933 Kercheval (the "Property") for the purchase price of One-Hundred Thousand and 00/100 Dollars (\$100,000.00).

*** RECOMMENDATION:**

Forward to PED Standing Committee for Recommendation with P&DD requesting the sale be forwarded back to the Council-of-the-Whole with a Recommendation for Approval.

*** DEPARTMENTAL CONTACT:**

Name: Matthew Langston, Esq.
Position: Manager, Special Projects, Housing and Revitalization Department

***=REQUIRED**



CITY OF DETROIT
PLANNING AND DEVELOPMENT DEPARTMENT

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

September 19, 2022

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

**RE: Property Sale
8933 Kercheval, Detroit, MI 48214**

Honorable City Council:

The City of Detroit, Planning and Development Department ("P&DD") has received an offer from 8933 Kercheval, LLC ("Purchaser"), a Michigan limited liability company, to purchase certain City-owned real property at 8933 Kercheval (the "Property"). The P&DD has entered into a purchase agreement with Purchaser, under the terms of the which, the Property will be conveyed to Purchaser for the purchase price of One Hundred Thousand and 00/100 Dollars (\$100,000.00).

Anthony Curis, the principle of the Purchaser, has proposed to acquire and rehabilitate the vacant building located on the Property, as part of a mixed-use development he is spearheading in East Village. Purchaser anticipates completion of the development one year after the commencement of construction. The Property is within an B4 zoning district (General Business District). Purchaser's proposed use of the Property shall be consistent with the allowable uses for which the Property is zoned.

We request that your Honorable Body adopt the attached resolution to authorize the Director of P&DD to execute a quit claim deed and such other documents as may be necessary or convenient to effectuate a transfer of the Property by the City 8933 Kercheval, LLC.

Respectfully submitted,

Antoine Bryant
Director

cc: Gail Fulton, Mayor's Office



RESOLUTION

BY COUNCIL MEMBER _____

NOW, THEREFORE, BE IT RESOLVED, that Detroit City Council hereby approves of the sale of certain real property at 8933 Kercheval, Detroit, MI (the "Property"), as more particularly described in the attached Exhibit A incorporated herein, to 8933 Kercheval, LLC ("Purchaser"), a Michigan limited liability company, for the purchase price of One Hundred Thousand and 00/100 Dollars (\$100,000.00); and be it further

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

RESOLVED, that the following Property Sales Services Fees be paid from the sale proceeds pursuant to the City's Property Management Agreement with the Detroit Building Authority ("DBA"): 1) Six Thousand and 00/100 Dollars (\$6,000.00) shall be paid to the DBA from the sale proceeds, 2) Five Thousand and 00/100 Dollars (\$5,000.00) shall be paid to the DBA's real estate brokerage firm from the sale proceeds and 3) customary closing costs up to Two Hundred and 00/100 Dollars (\$200.00) as well as any taxes and assessments which have become a lien on the Property; and be it further

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

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

(See Attached Exhibit A)

EXHIBIT A

LEGAL DESCRIPTION

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

Parcel

N KERCHEVAL LOT 1 HIBBARD BAKERS SUB L7 P86 PLATS, W C R 19/23 S 15 FT LOTS
66 67 & 68 WM B WESSON SUB L11 P33 PLATS, W C R 19/184 105 X 113.55

a/k/a 8933 Kercheval
Tax Parcel ID 19000267

Description Correct
Engineer of Surveys

By: _____
Basil Sarim
Sr. Associate Surveyor
City of Detroit/DPW, CED



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement
FILE NUMBER: OCFO-Office of Contracting &
Procurement-1523

RE:

Submitting reso. autho. Contract No. 6004334

SUMMARY:

6004334 100% ARPA Funding – To Provide the Expansion of Subscription-Based Gunshot Detection, Location and Forensic Analysis Services. – Contractor: Shotspotter, Inc. – Location: 39300 Civic Center Suite 300, Fremont, CA 94538 – Contract Period: Upon City Council Approval through December 31, 2024 – Total Contract Amount: \$7,000,000.00.

RECOMMENDATION:

6004334 100% ARPA Funding – To Provide the Expansion of Subscription-Based Gunshot Detection, Location and Forensic Analysis Services. – Contractor: Shotspotter, Inc. – Location: 39300 Civic Center Suite 300, Fremont, CA 94538 – Contract Period: Upon City Council Approval through December 31, 2024 – Total Contract Amount: \$7,000,000.00.

BYChoose an item.

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

RESOLVED: that Contract No. 6004334 referred to in the foregoing communication dated July 14, 2022 be hereby and is approved.

DEPARTMENTAL CONTACT:

Name: Ericka Crawford
Position: Procurement Assistant V



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement
FILE NUMBER: OCFO-Office of Contracting &
Procurement-1604

RE:

Submitting Reso. Autho. Contract No. 3056108

SUMMARY:

3056108 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 7244 Lane. – Contractor: DMC Consultants, Inc. – Location: 13500 Foley Street, Detroit, MI 48227 – Contract Period: Notification of Emergency through September 30, 2023 – Total Contract Amount: \$33,500.00. **CITY DEMOLITION**

RECOMMENDATION:

3056108 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 7244 Lane. – Contractor: DMC Consultants, Inc. – Location: 13500 Foley Street, Detroit, MI 48227 – Contract Period: Notification of Emergency through September 30, 2023 – Total Contract Amount: \$33,500.00. **CITY DEMOLITION**

BY Choose an item.

Sandra Yu Stahl, Chief Procurement Officer
Office of Contracting and Procurement

RESOLVED: that Contract No. 3056108 referred to in the foregoing communication dated September 22, 2022 be hereby and is approved.

DEPARTMENTAL CONTACT:

Name: Alexandria Vaughn-Powe
Position: Procurement Assistant



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement
FILE NUMBER: OCFO-Office of Contracting &
Procurement-1605

RE:

Submitting Reso. Autho. Contract No. 3056535

SUMMARY:

3056535 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 14636 Littlefield. – Contractor: DMC Consultants, Inc. – Location: 13500 Foley Street, Detroit, MI 48227 – Contract Period: Notification of Emergency through September 30, 2023 – Total Contract Amount: \$26,200.00. **CITY DEMOLITION**

RECOMMENDATION:

3056535 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 14636 Littlefield. – Contractor: DMC Consultants, Inc. – Location: 13500 Foley Street, Detroit, MI 48227 – Contract Period: Notification of Emergency through September 30, 2023 – Total Contract Amount: \$26,200.00. **CITY DEMOLITION**

BY Choose an item.

Sandra Yu Stahl, Chief Procurement Officer
Office of Contracting and Procurement

RESOLVED: that Contract No. 3056535 referred to in the foregoing communication dated September 22, 2022 be hereby and is approved.

DEPARTMENTAL CONTACT:

Name: Alexandria Vaughn-Powe
Position: Procurement Assistant



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement
FILE NUMBER: OCFO-Office of Contracting &
Procurement-1607

RE:

Submitting Reso. Autho. Contract No. 3059484

SUMMARY:

3059484 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 7764 Mansfield. – Contractor: DMC Consultants, Inc. – Location: 13500 Foley Street, Detroit, MI 48227 – Contract Period: Notification of Emergency through September 30, 2023 – Total Contract Amount: \$32,900.00. **CITY DEMOLITION**

RECOMMENDATION:

3059484 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 7764 Mansfield. – Contractor: DMC Consultants, Inc. – Location: 13500 Foley Street, Detroit, MI 48227 – Contract Period: Notification of Emergency through September 30, 2023 – Total Contract Amount: \$32,900.00. **CITY DEMOLITION**

BY Choose an item.

Sandra Yu Stahl, Chief Procurement Officer
Office of Contracting and Procurement

RESOLVED: that Contract No. 3059484 referred to in the foregoing communication dated September 22, 2022 be hereby and is approved.

DEPARTMENTAL CONTACT:

Name: Alexandria Vaughn-Powe
Position: Procurement Assistant



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement
FILE NUMBER: OCFO-Office of Contracting &
Procurement-1596

RE:

Submitting Reso. Autho. Contract No. 3058422

SUMMARY:

3058422 100% Bond Funding – To Provide Demolition, Backfill, Grade and Site Finalization at the Property Located at, 14688 Spring Garden. – Contractor: LeadHead Construction Company, LLC – Location: 1660 Midland, Detroit, MI 48238 – Contract Period: Upon City Council Approval through September 30, 2023 – Total Contract Amount: \$21,606.39. **CITY DEMOLITION**

RECOMMENDATION:

3058422 100% Bond Funding – To Provide Demolition, Backfill, Grade and Site Finalization at the Property Located at, 14688 Spring Garden. – Contractor: LeadHead Construction Company, LLC – Location: 1660 Midland, Detroit, MI 48238 – Contract Period: Upon City Council Approval through September 30, 2023 – Total Contract Amount: \$21,606.39. **CITY DEMOLITION**

BY Choose an item.

Sandra Yu Stahl, Chief Procurement Officer
Office of Contracting and Procurement

RESOLVED: that Contract No. 3058422 referred to in the foregoing communication dated September 22, 2022 be hereby and is approved.

DEPARTMENTAL CONTACT:

Name: Alexandria Vaughn-Powe
Position: Procurement Assistant



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement
FILE NUMBER: OCFO-Office of Contracting &
Procurement-1606

RE:

Submitting Reso. Autho. Contract No. 3058480

SUMMARY:

3058480 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 5626 14th Street. – Contractor: Gayanga Co. – Location: 1120 W Baltimore Suite 200, Detroit, MI 48202 – Contract Period: Notification of Emergency through September 30, 2023 – Total Contract Amount: \$36,614.00. **CITY DEMOLITION**

RECOMMENDATION:

3058480 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 5626 14th Street. – Contractor: Gayanga Co. – Location: 1120 W Baltimore Suite 200, Detroit, MI 48202 – Contract Period: Notification of Emergency through September 30, 2023 – Total Contract Amount: \$36,614.00. **CITY DEMOLITION**

BY Choose an item.

Sandra Yu Stahl, Chief Procurement Officer
Office of Contracting and Procurement

RESOLVED: that Contract No. 3058480 referred to in the foregoing communication dated September 22, 2022 be hereby and is approved.

DEPARTMENTAL CONTACT:

Name: Alexandria Vaughn-Powe
Position: Procurement Assistant



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement
FILE NUMBER: OCFO-Office of Contracting &
Procurement-1608

RE:

Submitting Reso. Autho. Contract No. 3059532

SUMMARY:

3059532 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 15726 Pierson. – Contractor: DMC Consultants, Inc. – Location: 13500 Foley Street, Detroit, MI 48227 – Contract Period: Notification of Emergency through September 30, 2023 – Total Contract Amount: \$32,760.00. **CITY DEMOLITION**

RECOMMENDATION:

3059532 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 15726 Pierson. – Contractor: DMC Consultants, Inc. – Location: 13500 Foley Street, Detroit, MI 48227 – Contract Period: Notification of Emergency through September 30, 2023 – Total Contract Amount: \$32,760.00. **CITY DEMOLITION**

BY Choose an item.

Sandra Yu Stahl, Chief Procurement Officer
Office of Contracting and Procurement

RESOLVED: that Contract No. 3059532 referred to in the foregoing communication dated September 22, 2022 be hereby and is approved.

DEPARTMENTAL CONTACT:

Name: Alexandria Vaughn-Powe
Position: Procurement Assistant



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement
FILE NUMBER: OCFO-Office of Contracting &
Procurement-1609

RE:

Submitting Reso. Autho. Contract No. 3059930

SUMMARY:

3059930 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 17782 Wanda. – Contractor: DMC Consultants, Inc. – Location: 13500 Foley Street, Detroit, MI 48227 – Contract Period: Notification of Emergency through September 30, 2023 – Total Contract Amount: \$33,000.00. **CITY DEMOLITION**

RECOMMENDATION:

3059930 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 17782 Wanda. – Contractor: DMC Consultants, Inc. – Location: 13500 Foley Street, Detroit, MI 48227 – Contract Period: Notification of Emergency through September 30, 2023 – Total Contract Amount: \$33,000.00. **CITY DEMOLITION**

BY Choose an item.

Sandra Yu Stahl, Chief Procurement Officer
Office of Contracting and Procurement

RESOLVED: that Contract No. 3059930 referred to in the foregoing communication dated September 22, 2022 be hereby and is approved.

DEPARTMENTAL CONTACT:

Name: Alexandria Vaughn-Powe
Position: Procurement Assistant



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement
FILE NUMBER: OCFO-Office of Contracting &
Procurement-1610

RE:

Submitting Reso. Autho. Contract No. 3060381

SUMMARY:

3060381 100% City Funding – To Provide an Emergency Demolition for the Following Residential Properties, 15724 Lliad and 15728 Lliad. – Contractor: Adamo Demolition Company – Location: 320 East Seven Mile Road, Detroit, MI 48203 – Contract Period: Notification of Emergency through September 30, 2023 – Total Contract Amount: \$35,800.00. **CITY DEMOLITION**

RECOMMENDATION:

3060381 100% City Funding – To Provide an Emergency Demolition for the Following Residential Properties, 15724 Lliad and 15728 Lliad. – Contractor: Adamo Demolition Company – Location: 320 East Seven Mile Road, Detroit, MI 48203 – Contract Period: Notification of Emergency through September 30, 2023 – Total Contract Amount: \$35,800.00. **CITY DEMOLITION**

BY Choose an item.

Sandra Yu Stahl, Chief Procurement Officer
Office of Contracting and Procurement

RESOLVED: that Contract No. 3060381 referred to in the foregoing communication dated September 22, 2022 be hereby and is approved.

DEPARTMENTAL CONTACT:

Name: Alexandria Vaughn-Powe
Position: Procurement Assistant



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement
FILE NUMBER: OCFO-Office of Contracting &
Procurement-1611

RE:

Submitting Reso. Autho. Contract No. 3060385

SUMMARY:

3060385 100% City Funding – To Provide an Emergency Demolition for the Commercial Property, 5301 Pennsylvania. – Contractor: Adamo Demolition Company – Location: 320 East Seven Mile Road, Detroit, MI 48203 – Contract Period: Notification of Emergency through September 30, 2023 – Total Contract Amount: \$42,300.00.
CITY DEMOLITION

RECOMMENDATION:

3060385 100% City Funding – To Provide an Emergency Demolition for the Commercial Property, 5301 Pennsylvania. – Contractor: Adamo Demolition Company – Location: 320 East Seven Mile Road, Detroit, MI 48203 – Contract Period: Notification of Emergency through September 30, 2023 – Total Contract Amount: \$42,300.00.
CITY DEMOLITION

BY Choose an item.

Sandra Yu Stahl, Chief Procurement Officer
Office of Contracting and Procurement

RESOLVED: that Contract No. 3060385 referred to in the foregoing communication dated September 22, 2022 be hereby and is approved.

DEPARTMENTAL CONTACT:

Name: Alexandria Vaughn-Powe
Position: Procurement Assistant



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement
FILE NUMBER: OCFO-Office of Contracting &
Procurement-1601

RE:

Submitting Reso. Autho. Contract No. 6004360

SUMMARY:

6004360 100% Covid Funding – To Provide Citywide Covid Staffing Services. – Contractor: Arrow Strategies, LLC – Location: 27777 Franklin, Suite 1200, Southfield, MI 48034 – Contract Period: Upon City Council Approval through June 30, 2023 – Total Contract Amount: \$656,659.73. **HEALTH**

Will Apply for Reimbursement from FEMA

RECOMMENDATION:

6004360 100% Covid Funding – To Provide Citywide Covid Staffing Services. – Contractor: Arrow Strategies, LLC – Location: 27777 Franklin, Suite 1200, Southfield, MI 48034 – Contract Period: Upon City Council Approval through June 30, 2023 – Total Contract Amount: \$656,659.73. **HEALTH**

Will Apply for Reimbursement from FEMA

BY Choose an item.

Sandra Yu Stahl, Chief Procurement Officer
Office of Contracting and Procurement

RESOLVED: that Contract No. 6004360 referred to in the foregoing communication dated September 22, 2022 be hereby and is approved.

DEPARTMENTAL CONTACT:

Name: Alexandria Vaughn-Powe
Position: Procurement Assistant



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement
FILE NUMBER: OCFO-Office of Contracting &
Procurement-1344

RE:

Submitting Reso. Autho. Contract No. 3057839

SUMMARY:

3057839 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 19751 Conant. – Contractor: Inner City Contracting, LLC – Location: 18701 Grand River, Detroit, MI 48223 – Contract Period: Upon City Council Approval through April 30, 2023 – Total Contract Amount: \$33,520.00. **CITY DEMOLITION**

Waiver of Reconsideration Requested

RECOMMENDATION:

3057839 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 19751 Conant. – Contractor: Inner City Contracting, LLC – Location: 18701 Grand River, Detroit, MI 48223 – Contract Period: Upon City Council Approval through April 30, 2023 – Total Contract Amount: \$33,520.00. **CITY DEMOLITION**

Waiver of Reconsideration Requested

BY Choose an item.

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

RESOLVED: that Contract No. 3057839 referred to in the foregoing communication dated June 8, 2022 be hereby and approved.

DEPARTMENTAL CONTACT:

Name: Alexandria Vaughn-Powe
Position: Procurement Assistant

**OFFICE OF CONTRACTING
AND PROCUREMENT**

June 1, 2022

HONORABLE CITY COUNCIL:

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

3055396 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 5921 Begole. – Contractor: Inner City Contracting, LLC – Location: 18701 Grand River, Detroit, MI 48223 – Contract Period: Upon City Council Approval through March 31, 2023 – Total Contract Amount: \$21,750.00.

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER **Santiago-Romero**

RESOLVED, that Contract No. 3055396 referred to in the foregoing communication dated June 1, 2022, be hereby and is approved.

**OFFICE OF CONTRACTING
AND PROCUREMENT**

June 1, 2022

HONORABLE CITY COUNCIL:

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

3055709 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 14900 Tacoma. – Contractor: Inner City Contracting, LLC – Location: 18701 Grand River, Detroit, MI 48223 – Contract Period: Upon City Council Approval through April 30, 2023 – Total Contract Amount: \$21,750.00. **CITY DEMOLITION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER **Santiago-Romero**

RESOLVED, that Contract No. 3055709 referred to in the foregoing communication dated June 1, 2022, be hereby and is approved.

**OFFICE OF CONTRACTING
AND PROCUREMENT**

June 1, 2022

HONORABLE CITY COUNCIL:

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

3055715 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 3570 Springle. – Contractor: Inner City Contracting, LLC – Location: 18701 Grand River, Detroit, MI 48223 – Contract Period: Upon City Council Approval through April 30, 2023 – Total Contract Amount: \$24,500.00. **CITY DEMOLITION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER **Santiago-Romero**

RESOLVED, that Contract No. 3055715 referred to in the foregoing communication dated June 1, 2022, be hereby and is approved.

**OFFICE OF CONTRACTING
AND PROCUREMENT**

June 1, 2022

HONORABLE CITY COUNCIL:

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

3057717 100% City Funding – To Provide an Emergency Demolition for the Following Residential Properties, 19159 Yacama Avenue, and 19167 Yacama Avenue. – Contractor: Inner City Contracting, LLC – Location: 18715 Grand River, Detroit, MI 48223 – Contract Period: Upon City Council Approval through June 30, 2023 – Total Contract Amount: \$41,900.00.
CITY DEMOLITION

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER Santiago-Romero

RESOLVED, that Contract No. 3057717 referred to in the foregoing communication dated June 1, 2022, be hereby and is approved.



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement
FILE NUMBER: OCFO-Office of Contracting &
Procurement-1286

RE:

Submitting Reso. Autho. Contract No. 3057528

SUMMARY:

3057528 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 19409 Andover. – Contractor: Inner City Contracting, LLC – Location: 18715 Grand River, Detroit, MI 48223 – Contract Period: Upon City Council Approval through June 30, 2023 – Total Contract Amount: \$23,100.00. **CITY DEMOLITION**

RECOMMENDATION:

3057528 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 19409 Andover. – Contractor: Inner City Contracting, LLC – Location: 18715 Grand River, Detroit, MI 48223 – Contract Period: Upon City Council Approval through June 30, 2023 – Total Contract Amount: \$23,100.00. **CITY DEMOLITION**

BY Choose an item.

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

RESOLVED: that Contract No. 3057528 referred to in the foregoing communication dated May 19, 2022 be hereby and is approved.

DEPARTMENTAL CONTACT:

Name: Alexandria Vaughn-Powe
Position: Procurement Assistant



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement
FILE NUMBER: OCFO-Office of Contracting &
Procurement-1285

RE:

Submitting Reso. Autho. Contract No. 3057429

SUMMARY:

3057429 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 281 Newport. – Contractor: Inner City Contracting, LLC – Location: 18715 Grand River, Detroit, MI 48223 – Contract Period: Upon City Council Approval through June 30, 2023 – Total Contract Amount: \$22,875.00. **CITY DEMOLITION**

RECOMMENDATION:

3057429 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 281 Newport. – Contractor: Inner City Contracting, LLC – Location: 18715 Grand River, Detroit, MI 48223 – Contract Period: Upon City Council Approval through June 30, 2023 – Total Contract Amount: \$22,875.00. **CITY DEMOLITION**

BY Choose an item.

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

RESOLVED: that Contract No. 3057429 referred to in the foregoing communication dated May 19, 2022 be hereby and is approved.

DEPARTMENTAL CONTACT:

Name: Alexandria Vaughn-Powe
Position: Procurement Assistant



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement
FILE NUMBER: OCFO-Office of Contracting &
Procurement-1284

RE:

Submitting Reso. Autho. Contract No. 3057428

SUMMARY:

3057428 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 4047 Grand. – Contractor: Inner City Contracting, LLC – Location: 18715 Grand River, Detroit, MI 48223 – Contract Period: Upon City Council Approval through June 30, 2023 – Total Contract Amount: \$21,638.00. **CITY DEMOLITION**

RECOMMENDATION:

3057428 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 4047 Grand. – Contractor: Inner City Contracting, LLC – Location: 18715 Grand River, Detroit, MI 48223 – Contract Period: Upon City Council Approval through June 30, 2023 – Total Contract Amount: \$21,638.00. **CITY DEMOLITION**

BY Choose an item.

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

RESOLVED: that Contract No. 3057428 referred to in the foregoing communication dated May 19, 2022 be hereby and is approved.

DEPARTMENTAL CONTACT:

Name: Alexandria Vaughn-Powe
Position: Procurement Assistant



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement
FILE NUMBER: OCFO-Office of Contracting &
Procurement-1283

RE:

Submitting Reso. Autho. Contract No. 3057406

SUMMARY:

3057406 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 8376 Kenney. – Contractor: Inner City Contracting, LLC – Location: 18715 Grand River, Detroit, MI 48223 – Contract Period: Upon City Council Approval through June 30, 2023 – Total Contract Amount: \$19,125.00. **CITY DEMOLITION**

RECOMMENDATION:

3057406 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 8376 Kenney. – Contractor: Inner City Contracting, LLC – Location: 18715 Grand River, Detroit, MI 48223 – Contract Period: Upon City Council Approval through June 30, 2023 – Total Contract Amount: \$19,125.00. **CITY DEMOLITION**

BY Choose an item.

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

RESOLVED: that Contract No. 3057406 referred to in the foregoing communication dated May 19, 2022 be hereby and is approved.

DEPARTMENTAL CONTACT:

Name: Alexandria Vaughn-Powe
Position: Procurement Assistant



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement
FILE NUMBER: OCFO-Office of Contracting &
Procurement-1282

RE:

Submitting Reso. Autho. Contract No. 3057401

SUMMARY:

3057401 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 447 Adeline Street. – Contractor: Inner City Contracting, LLC – Location: 18715 Grand River, Detroit, MI 48223 – Contract Period: Upon City Council Approval through June 30, 2023 – Total Contract Amount: \$19,900.00. **CITY DEMOLITION**

RECOMMENDATION:

3057401 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 447 Adeline Street. – Contractor: Inner City Contracting, LLC – Location: 18715 Grand River, Detroit, MI 48223 – Contract Period: Upon City Council Approval through June 30, 2023 – Total Contract Amount: \$19,900.00. **CITY DEMOLITION**

BY Choose an item.

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

RESOLVED: that Contract No. 3057401 referred to in the foregoing communication dated May 19, 2022 be hereby and is approved.

DEPARTMENTAL CONTACT:

Name: Alexandria Vaughn-Powe
Position: Procurement Assistant

**OFFICE OF CONTRACTING
AND PROCUREMENT**

June 1, 2022

HONORABLE CITY COUNCIL:

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

3057726 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 11839 Findlay Avenue. – Contractor: Inner City Contracting, LLC – Location: 18715 Grand River, Detroit, MI 48223 – Contract Period: Upon City Council Approval through June 30, 2023 – Total Contract Amount: \$20,518.00. **CITY DEMOLITION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER **Santiago-Romero**

RESOLVED, that Contract No. 3057726 referred to in the foregoing communication dated June 1, 2022, be hereby and is approved.

**OFFICE OF CONTRACTING
AND PROCUREMENT**

June 1, 2022

HONORABLE CITY COUNCIL:

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

3057728 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 6515 Hanson Street. – Contractor: Inner City Contracting, LLC – Location: 18715 Grand River, Detroit, MI 48223 – Contract Period: Upon City Council Approval through June 30, 2023 – Total Contract Amount: \$27,995.00. **CITY DEMOLITION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER **Santiago-Romero**

RESOLVED, that Contract No. 3057728 referred to in the foregoing communication dated June 1, 2022, be hereby and is approved.



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement
FILE NUMBER: OCFO-Office of Contracting &
Procurement-1396

RE:

Submitting Reso. Autho. Contract No. 3057567

SUMMARY:

3057567 100% City Funding – To Provide an Emergency Demolition for the Following Residential Properties, 19362 Derby and 19368 Derby. – Contractor: Inner City Contracting, LLC – Location: 18701 Grand River, Detroit, MI 48223 – Contract Period: Upon City Council Approval through June 30, 2023 – Total Contract Amount: \$40,240.00. **CITY DEMOLITION**

RECOMMENDATION:

3057567 100% City Funding – To Provide an Emergency Demolition for the Following Residential Properties, 19362 Derby and 19368 Derby. – Contractor: Inner City Contracting, LLC – Location: 18701 Grand River, Detroit, MI 48223 – Contract Period: Upon City Council Approval through June 30, 2023 – Total Contract Amount: \$40,240.00. **CITY DEMOLITION**

BY Choose an item.

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

RESOLVED: that Contract No. 3057567 referred to in the foregoing communication dated June 16, 2022 be hereby and approved.

DEPARTMENTAL CONTACT:

Name: Alexandria Vaughn-Powe
Position: Procurement Assistant



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement
FILE NUMBER: OCFO-Office of Contracting &
Procurement-1397

RE:

Submitting Reso. Autho. Contract No. 3057570

SUMMARY:

3057570 100% City Funding – To Provide an Emergency Demolition for the Following Residential Properties, 14044 Ward and 14312 Robson. – Contractor: Inner City Contracting, LLC – Location: 18701 Grand River, Detroit, MI 48223 – Contract Period: Upon City Council Approval through June 30, 2023 – Total Contract Amount: \$37,700.00. **CITY DEMOLITION**

RECOMMENDATION:

3057570 100% City Funding – To Provide an Emergency Demolition for the Following Residential Properties, 14044 Ward and 14312 Robson. – Contractor: Inner City Contracting, LLC – Location: 18701 Grand River, Detroit, MI 48223 – Contract Period: Upon City Council Approval through June 30, 2023 – Total Contract Amount: \$37,700.00. **CITY DEMOLITION**

BY Choose an item.

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

RESOLVED: that Contract No. 3057570 referred to in the foregoing communication dated June 16, 2022 be hereby and approved.

DEPARTMENTAL CONTACT:

Name: Alexandria Vaughn-Powe
Position: Procurement Assistant



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement
FILE NUMBER: OCFO-Office of Contracting &
Procurement-1361

RE:

Submitting Reso. Autho. Contract No. 3058015

SUMMARY:

3058015 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 3454 Anderdon. – Contractor: Inner City Contracting, LLC – Location: 18701 Grand River, Detroit, MI 48223 – Contract Period: Upon City Council Approval through April 30, 2023 – Total Contract Amount: \$18,450.00. **CITY DEMOLITION**

RECOMMENDATION:

3058015 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 3454 Anderdon. – Contractor: Inner City Contracting, LLC – Location: 18701 Grand River, Detroit, MI 48223 – Contract Period: Upon City Council Approval through April 30, 2023 – Total Contract Amount: \$18,450.00. **CITY DEMOLITION**

BY Choose an item.

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

RESOLVED: that Contract No. 3058015 referred to in the foregoing communication dated June 10, 2022 be hereby and approved.

DEPARTMENTAL CONTACT:

Name: Alexandria Vaughn-Powe
Position: Procurement Assistant



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement
FILE NUMBER: OCFO-Office of Contracting &
Procurement-1626

RE:

Submitting Reso. Autho. Contract No. 6004709

SUMMARY:

6004709 100% City Funding – To Provide Bulk Rock Salt (Sodium Chloride) on an As Needed Basis to Various City Stockpile Locations via MiDeal Agreement No. 180000000768. – Contractor: Detroit Salt Company, LLC – Location: 12841 Sanders Street, Detroit, MI 48217 – Contract Period: Upon City Council Approval through August 31, 2023 – Total Contract Amount: \$2,824,704.22. **PUBLIC WORKS**

RECOMMENDATION:

6004709 100% City Funding – To Provide Bulk Rock Salt (Sodium Chloride) on an As Needed Basis to Various City Stockpile Locations via MiDeal Agreement No. 180000000768. – Contractor: Detroit Salt Company, LLC – Location: 12841 Sanders Street, Detroit, MI 48217 – Contract Period: Upon City Council Approval through August 31, 2023 – Total Contract Amount: \$2,824,704.22. **PUBLIC WORKS**

BY Choose an item.

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

RESOLVED: that Contract No. 6004709 referred to in the foregoing communication dated September 29, 2022 be hereby and is approved.

DEPARTMENTAL CONTACT:

Name: Alexandria Vaughn-Powe
Position: Procurement Assistant



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement
FILE NUMBER: OCFO-Office of Contracting &
Procurement-1616

RE:

Submitting Reso. Autho. Contract No. 6004736

SUMMARY:

6004736 81% Grant (SNF) - 19% Capital Funding – To Provide Commercial Abatement and Demolition Services (Old Lenox Recreation Center). – Contractor: Salenbien Trucking and Excavating, Inc. – Location: 9217 Ann Arbor Road, Dundee, MI 48131 – Contract Period: Upon City Council Approval through September 12, 2023 – Total Contract Amount: \$142,858.63. **GENERAL SERVICES**

RECOMMENDATION:

6004736 81% Grant (SNF) - 19% Capital Funding – To Provide Commercial Abatement and Demolition Services (Old Lenox Recreation Center). – Contractor: Salenbien Trucking and Excavating, Inc. – Location: 9217 Ann Arbor Road, Dundee, MI 48131 – Contract Period: Upon City Council Approval through September 12, 2023 – Total Contract Amount: \$142,858.63. **GENERAL SERVICES**

BY Choose an item.

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

RESOLVED: that Contract No. 6004736 referred to in the foregoing communication dated September 29, 2022 be hereby and is approved.

DEPARTMENTAL CONTACT:

Name: Alexandria Vaughn-Powe
Position: Procurement Assistant



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement
FILE NUMBER: OCFO-Office of Contracting &
Procurement-1599

RE:

Submitting Reso. Autho. Contract No. 6004668

SUMMARY:

6004668 100% Major Street Funding – To Provide Inventory Services for Street Trees Throughout the City of Detroit. – Contractor: Davey Resource Group, Inc. – Location: 1500 North Mantua Street, Kent, OH 44240 – Contract Period: Upon City Council Approval through July 31, 2025 – Total Contract Amount: \$300,000.00. **GENERAL SERVICES**

RECOMMENDATION:

6004668 100% Major Street Funding – To Provide Inventory Services for Street Trees Throughout the City of Detroit. – Contractor: Davey Resource Group, Inc. – Location: 1500 North Mantua Street, Kent, OH 44240 – Contract Period: Upon City Council Approval through July 31, 2025 – Total Contract Amount: \$300,000.00. **GENERAL SERVICES**

BY Choose an item.

Sandra Yu Stahl, Chief Procurement Officer
Office of Contracting and Procurement

RESOLVED: that Contract No. 6004668 referred to in the foregoing communication dated September 22, 2022 be hereby and is approved.

DEPARTMENTAL CONTACT:

Name: Alexandria Vaughn-Powe
Position: Procurement Assistant



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement
FILE NUMBER: OCFO-Office of Contracting &
Procurement-1629

RE:

Submitting Reso. Autho. Contract No. 6004752

SUMMARY:

6004752 100% Grant Funding – To Provide Mechanical Replacement for Building 110 at Historic Fort Wayne. – Contractor: Ben Washington & Sons – Location: 7116 Tireman, Detroit, MI 48204 – Contract Period: Upon City Council Approval through September 30, 2023 – Total Contract Amount: \$38,600.00. **RECREATION**

RECOMMENDATION:

6004752 100% Grant Funding – To Provide Mechanical Replacement for Building 110 at Historic Fort Wayne. – Contractor: Ben Washington & Sons – Location: 7116 Tireman, Detroit, MI 48204 – Contract Period: Upon City Council Approval through September 30, 2023 – Total Contract Amount: \$38,600.00. **RECREATION**

BY Choose an item.

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

RESOLVED: that Contract No. 6004752 referred to in the foregoing communication dated September 29, 2022 be hereby and is approved.

DEPARTMENTAL CONTACT:

Name: Alexandria Vaughn-Powe
Position: Procurement Assistant



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement
FILE NUMBER: OCFO-Office of Contracting &
Procurement-1595

RE:

Submitting Reso. Autho. Allied Universal Assignment Agreement

SUMMARY:

See Attachment

RECOMMENDATION:

See Attachment

BY Choose an item.

Sandra Yu Stahl, Chief Procurement Officer
Office of Contracting and Procurement

RESOLVED: that the Allied Universal Assignment Agreement referred to in the foregoing communication dated September 20, 2022 be hereby and is approved.

DEPARTMENTAL CONTACT:

Name: Alexandria Vaughn-Powe
Position: Procurement Assistant



CITY OF DETROIT
OFFICE OF THE CHIEF FINANCIAL OFFICER
OFFICE OF CONTRACTING & PROCUREMENT

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE, SUITE 1008
DETROIT, MI 48226
PHONE: (313) 224-4600
FAX: (313) 628-1160
E-MAIL: PURCHASING@DETROITMI.GOV

September 21, 2022

TO: HONORABLE CITY COUNCIL

ASSIGNMENT AGREEMENT TO BE REVIEWED AT THE FORMAL SESSION OF
SEPTEMBER 27, 2022.

Assignment Agreement

Please be advised that the Contract listed Below is Changing Contract Ownership from G4S
Secure Solutions USA, Inc. to **Allied Universal**.

Original Contract:

GENERAL SERVICES

6002474 100% City Funding – To Provide Security Guard Services at 36th District. – **Contractor:**
G4S Secure Solutions USA, Inc. – Location: 22670 Haggerty Road, Farmington Hills,
MI 48335 – Contract Period: Upon City Council Approval through November 30, 2024 –
Total Contract Amount: \$20,806,988.80.

Assignment:

GENERAL SERVICES

6002474 100% City Funding – To Provide Security Guard Services at 36th District. – **Contractor:**
Allied Universal – Location: 1000 Town Center, Suite 2430, Southfield, MI 48075 –
Contract Period: Upon City Council Approval through November 30, 2024 – Total
Contract Amount: \$20,806,988.80.

Respectfully Submitted,

DocuSigned by:

333671204FFE45A...

Sandra Yu Stahl

Chief Procurement Officer

Creator: Alexandria Vaughn-Powe



CITY OF DETROIT
OFFICE OF THE CHIEF FINANCIAL OFFICER
OFFICE OF CONTRACTING & PROCUREMENT

Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 1008
Detroit, MI 48226
Phone: (313) 224-4600
Fax: (313) 628-1160
E-Mail: purchasing@detroitmi.gov

5

BY COUNCIL MEMBER: _____

RESOLVED, that **Contract No. 6002474** referred to in the foregoing communication dated September 21, 2022 be hereby and is approved.





DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement
FILE NUMBER: OCFO-Office of Contracting &
Procurement-1628

RE:

Submitting Reso. Autho. Contract No. 6003138-A2

SUMMARY:

6003138 100% City Funding – AMEND 2 – To Provide an Increase of Funds Only for Landscape Architecture, Surveying, Engineering, and Environmental Services for the Development of Public Spaces. – Contractor: Wade Trim Associates, Inc. – Location: 500 Griswold Street, Suite 2500, Detroit, MI 48226 – Contract Period: December 1, 2020 through November 30, 2023 – Contract Increase Amount: \$465,000.00 – Total Contract Amount: \$1,190,000.00. **RECREATION**

RECOMMENDATION:

6003138 100% City Funding – AMEND 2 – To Provide an Increase of Funds Only for Landscape Architecture, Surveying, Engineering, and Environmental Services for the Development of Public Spaces. – Contractor: Wade Trim Associates, Inc. – Location: 500 Griswold Street, Suite 2500, Detroit, MI 48226 – Contract Period: December 1, 2020 through November 30, 2023 – Contract Increase Amount: \$465,000.00 – Total Contract Amount: \$1,190,000.00. **RECREATION**

BY Choose an item.

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

RESOLVED: that Contract No. 6003138-A2 referred to in the foregoing communication dated September 29, 2022 be hereby and is approved.

DEPARTMENTAL CONTACT:

Name: Alexandria Vaughn-Powe
Position: Procurement Assistant



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement
FILE NUMBER: OCFO-Office of Contracting &
Procurement-1617

RE:

Submitting Reso. Autho. Contract No. 6004751

SUMMARY:

6004751 100% UTGO Bond Funding – To Provide Roof Replacement at Detroit Police Department Buildings A & C at 1180 Oakman Boulevard. – Contractor: MacDermott Roofing & Sheet Metal – Location: 9301 Southfield, Detroit, MI 48228 – Contract Period: Upon City Council Approval through September 30, 2023 – Total Contract Amount: \$629,000.00. **GENERAL SERVICES**

RECOMMENDATION:

6004751 100% UTGO Bond Funding – To Provide Roof Replacement at Detroit Police Department Buildings A & C at 1180 Oakman Boulevard. – Contractor: MacDermott Roofing & Sheet Metal – Location: 9301 Southfield, Detroit, MI 48228 – Contract Period: Upon City Council Approval through September 30, 2023 – Total Contract Amount: \$629,000.00. **GENERAL SERVICES**

BY Choose an item.

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

RESOLVED: that Contract No. 6004751 referred to in the foregoing communication dated September 29, 2022 be hereby and is approved.

DEPARTMENTAL CONTACT:

Name: Alexandria Vaughn-Powe
Position: Procurement Assistant



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement
FILE NUMBER: OCFO-Office of Contracting &
Procurement-1600

RE:

Submitting Reso. Autho. Contract No. 6004737

SUMMARY:

6004737 100% Grant Funding – To Provide Construction Improvements to the Meade Cut Through Communities in East Neighborhood Village. – Contractor: Premier Group Associates, LC – Location: 535 Griswold, #1420, Detroit, MI 48226 – Contract Period: Upon City Council Approval through September 19, 2024 – Total Contract Amount: \$448,953.05. **GENERAL SERVICES**

RECOMMENDATION:

6004737 100% Grant Funding – To Provide Construction Improvements to the Meade Cut Through Communities in East Neighborhood Village. – Contractor: Premier Group Associates, LC – Location: 535 Griswold, #1420, Detroit, MI 48226 – Contract Period: Upon City Council Approval through September 19, 2024 – Total Contract Amount: \$448,953.05. **GENERAL SERVICES**

BY Choose an item.

Sandra Yu Stahl, Chief Procurement Officer
Office of Contracting and Procurement

RESOLVED: that Contract No. 6004737 referred to in the foregoing communication dated September 22, 2022 be hereby and is approved.

DEPARTMENTAL CONTACT:

Name: Alexandria Vaughn-Powe
Position: Procurement Assistant

Public Health and Safety Standing Committee

Monday, July 25, 2022

PUBLIC HEARING: 10:05 AM

Santiago-Romero/gk

RE: Proposed Ordinance To amend Chapter 19 of the 2019 Detroit City Code, *Food*, Article II, *City License for Food Service Establishments and Vending Machines*, Division 2, *Food Service Establishments*, by adding Subdivision C, *Food Grading*; to include Section 19-2-51, *Purpose*; Section 19-2-52, *Definitions*; Section 19-2-53, *Contents of public information signs*; and Section 19-2-54, *Posting requirements, period of validity, removal prohibited*; to require the posting of the results of the most recent inspection and evaluation of licensed food service establishments by the Detroit Health Department.

Attending: (Law Department, and Health Department)

Dear Honorable Body of the Detroit City Council,

The Metro Detroit Black Business Alliance seeks to create programs and advocate for policies that result in thriving Black owned businesses. Since our inception in March 2021, we have secured over \$5M for Black businesses and dedicated over 200 hours of technical assistance to our over 500 members.

Through our Truth to Power series and other policy events, we have worked hard to ensure that Black businesses are truly viewed as the powerful constituency that they are in the region.

In the City of Detroit, Black businesses are more likely to employ Detroiters. Black businesses contribute to commercial corridors downtown and in the neighborhoods. Black businesses create economic pathways out of poverty. Yet, Black businesses are more likely to fail than other businesses. Black businesses are denied access to capital more than any other business. Black businesses were impacted by Covid more than any other group. Black businesses are often the last considered when decisions are being made.

The Food Grading Ordinance is an example of this disparity in action. We were notified of this huge ordinance, not by the City, but by an advocacy group on Wednesday, July 20, 2022. We convened our members on Friday, July 22, 2022 to get their input on this ordinance. Our members raised many legitimate concerns and deserve the opportunity to raise those concerns before this ordinance becomes law.

On behalf of Black restaurants, food trucks and other food based organizations in Detroit, we have asked for a delay to allow Black businesses the opportunity to weigh in before any voting, but were denied that request.

We respectfully ask Detroit City Council please do not pass this ordinance into law without allowing Black businesses to have a real opportunity to provide input.

Thank you for your consideration,

Charity Dean, President/ CEO, Metro Detroit Black Business Alliance

Good Cakes and Bakes

Chef Carter

The Commons

The Block

Floods Bar and Grille

Kija Bakes

Soul Brothers Catering

The Kitchen by Cooking with Que

Petty Cash

Kuzzos Chicken and Waffles

Jed's Pizza

Coop - The Detroit Shipping Co.

Pequeno Cantina

Rosemary

Rosa

Cascade and Monroe Catering

Central Kitchen

SkyBar

Chita's Nefertiti

Good Vibes lounge

Views Bar & Grill

Ivy Kitchen & Cocktails

Lighthouse Yoga

Humble Brothers Construction

Marrow

The Royce

Mink

sacre LC

Hell on Wheelz

Dr Geneva Speaks

Lavish the Lifestyle

CPA by the Numberz

Black Pepper Studios

Tuke Firm

Charity Dean
President/CEO
Metro Detroit Black Business Alliance
1234 Washington Blvd Ste 200
Detroit, Michigan 48227
www.mdbba.com
Social: @metrodetroitbba



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

August 31, 2022

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

RE: Amended Proposed Ordinance to Amend Chapter 19 of the 2019 Detroit City Code, *Food*, Article II, *City License for Food Service Establishments and Vending Machines*, Division 2, *Food Service Establishments*, by adding Subdivision C, *Food Grading*.

Honorable City Council:

Pursuant to the applicable provisions of the 2012 Detroit City Charter, the above-referenced amended proposed ordinance is being submitted to Your Honorable Body for consideration. The purpose of this proposed ordinance is to protect the public health by requiring food service establishments to prominently post the results of the most recent inspection by the Detroit Health Department. The proposed ordinance amends Chapter 19 of the 2019 Detroit City Code, *Food*, Article II, *City License for Food Service Establishments and Vending Machines*, Division 2, *Food Service Establishments*, by adding Subdivision C, *Food Grading*; to include Section 19-2-51, *Purpose*; Section 19-2-52, *Definitions*; Section 19-2-53, *Contents of public information signs*; and Section 19-2-54, *Posting requirements, period of validity, removal prohibited*; to require the posting of the results of the most recent inspection and evaluation of licensed food service establishments by the Detroit Health Department.

This proposed ordinance was previously forwarded to Your Honorable Body on May 5, 2022. The proposed ordinance has been amended to reflect an effective date of May 1, 2023. No other changes were made.

Thank you for your consideration.

Respectfully submitted,

/s/ Sharon Blackmon

Sharon Blackmon

Senior Assistant Corporation Counsel

Attachment

S U M M A R Y

This ordinance amends Chapter 19 of the 2019 Detroit City Code, *Food*, Article II, *City License for Food Service Establishments and Vending Machines*, Division 2, *Food Service Establishments*, by adding Subdivision C, *Food Grading*; to include Section 19-2-51, *Purpose*; Section 19-2-52, *Definitions*; Section 19-2-53, *Contents of public information signs*; and Section 19-2-54, *Posting requirements, period of validity, removal prohibited*; to require the posting of the results of the most recent inspection and evaluation of licensed food service establishments by the Detroit Health Department.

1 **BY COUNCILMEMBER** _____

2 **AN ORDINANCE** to amend Chapter 19 of the 2019 Detroit City Code, *Food*, Article II,
3 *City License for Food Service Establishments and Vending Machines*, Division 2, *Food Service*
4 *Establishments*, by adding Subdivision C, *Food Grading*; to include Section 19-2-51, *Purpose*;
5 Section 19-2-52, *Definitions*; Section 19-2-53, *Contents of public information signs*; and Section
6 19-2-54, *Posting requirements, period of validity, removal prohibited*; to require the posting of the
7 results of the most recent inspection and evaluation of licensed food service establishments by the
8 Detroit Health Department.

9 **IT IS HEREBY ORDAINED BY THE PEOPLE OF THE CITY OF DETROIT**
10 **THAT:**

11 **Section 1.** Chapter 19 of the 2019 Detroit City Code, *Food*, Article II, *City License for*
12 *Food Service Establishments and Vending Machines*, Division 2, *Food Service Establishments*, be
13 amended by adding Subdivision C, *Food Grading*; which shall consist of Sections 19-2-51 through
14 19-2-54, to read as follows:

15 **CHAPTER 19. FOOD**

16 **ARTICLE II. CITY LICENSE FOR FOOD SERVICE ESTABLISHMENTS**

17 **AND VENDING MACHINES**

18 **DIVISION 2. FOOD SERVICE ESTABLISHMENTS**

19 **Subdivision C. Food Grading**

20 **Sec. 19-2-51. Purpose.**

21 The purpose of this ordinance is to protect the public health by requiring the posting of the
22 results of the most recent inspection by the Detroit Health Department or licensing status of a food
23 service establishment.

1 **Sec. 19-2-52. Definitions.**

2 For purposes of this subdivision, the following words and phrases shall have the meaning
3 respectively ascribed to them by this section:

4 *Chronic violation* means a violation which has been cited on three or more consecutive
5 routine inspections

6 *Closed* means that a food service establishment is not permitted to operate by order of the
7 Department due to the following circumstances:

8 (1) The food service establishment's license has been suspended or revoked by order
9 of the Director; or

10 (2) The food service establishment has been ordered to close immediately by the
11 Director due to clear and present danger to the public health; or

12 (3) The food service establishment has failed to obtain a license; or

13 (4) The food service establishment has failed to renew its license and pay the required
14 state and local fees.

15 *Compliance* means that the licensed facility, based on the most recent inspection or follow-
16 up inspection, has met the minimum standards set forth by the Michigan Food Law, being MCL
17 289.1101 *et seq.*, including the Food and Drug Administration's Model Food Code as adopted by
18 reference therein. The licensed facility is considered to be in compliance if there were no priority
19 or priority foundation violations, or all such violations have been corrected prior to the issuance
20 of the public information sign. The Department may, in its discretion, require chronic core
21 violations to be corrected in order for a facility to achieve compliance.

22 *Department* means the Detroit Health Department and its authorized representatives.

23 *Director* means the Public Health Director of the Detroit Health Department.

Enforcement process means that the licensed facility, after supervisory review, is currently involved in compliance and enforcement proceedings administered by the Detroit Health Department.

Inspection means the compliance evaluations as required by MCL 289.3125 and any follow-up evaluations resulting therefrom.

Licensed facility means a licensed food service establishment approved to operate by the Department.

Public information sign means a sign issued by the Health Department providing the food inspection status of a food service establishment as of the date of that establishment's last inspection.

Quick response code (QR code) means a matrix of squares that when scanned by a smartphone provides access to additional content or information through the internet.

Sec. 19-2-53. Contents of public information signs.

(a) At the completion of each inspection of a food service establishment or whenever a food service establishment is closed by order of the Department, the Department shall issue and deliver a public information sign to the owner or operator of the food service establishment.

(b) The public information sign must provide the results of the inspection as follows:

(1) If the food service establishment has been inspected and is in compliance as defined in this section, the Department shall issue a green sign which shall contain the words "INSPECTED" and "IN COMPLIANCE" and state the date of the inspection.

(2) If the food service establishment has been inspected, but has uncorrected priority or priority foundation violations, the Department shall issue a white

1 sign which shall contain the words “INSPECTED - FOLLOW-UP
2 INSPECTION REQUIRED” and state the date of the inspection. The
3 Department may, in its discretion, issue an “INSPECTED – FOLLOW-UP
4 INSPECTION REQUIRED” sign for uncorrected chronic core violations.

5 (3) If the food service establishment has been inspected and is placed in the
6 Department’s enforcement process as a result of the inspection, the
7 Department shall issue a yellow sign which shall contain the words,
8 “INSPECTED” and “ENFORCEMENT PROCESS” and state the date of
9 the inspection.

10 (4) If the food service establishment is closed as a result of the inspection or as
11 ordered by the Department, the Department shall issue a red sign which
12 shall contain the words “CLOSED BY ORDER OF THE DETROIT
13 HEALTH DEPARMENT” and stating the date the establishment was
14 closed.

15 (c) The Department issued sign must also include a Quick Response Code which, when
16 scanned, directs the user to a Department maintained website providing additional information or
17 links to additional information regarding the Department’s food grading system and the results of
18 the most recent inspection of the food service establishment.

19 **Sec. 19-2-54. Posting requirements, period of validity; removal prohibited.**

20 (a) Upon receipt of a public information sign, the owner or operator of the food service
21 establishment shall immediately post the sign so as to be clearly visible to the general public and
22 any person entering the establishment. The sign shall be no smaller than 7 inches by 9 inches in
23 size.

1 (b) The public information sign shall be posted in one of the following locations:

2 (1) The front window of the establishment so as to be visible from the exterior
3 of the establishment and located not less than four feet and no more than six
4 feet from the ground;

5 (2) In a display case which is mounted on the outside front wall of the
6 establishment and located within five feet of the front door and not less than
7 four feet or more than six feet from the floor; or

8 (3) Posted in a location as determined the Department.

9 (c) If the food service establishment is operated in the same building or space as
10 another business, shares a common patron entrance with another business, or both, the sign shall
11 be posted in the initial patron contact area or in a location determined by the Department to ensure
12 proper notice to the general public and patrons.

13 (d) The owner or operator of the food service establishment shall continually maintain
14 and display the most recent public information sign until a new sign is issued by the Department
15 following inspection or re-inspection of the establishment.

16 (e) No owner or operator may cause or permit the sign to be removed, altered, defaced,
17 marred, camouflaged, or hidden from view.

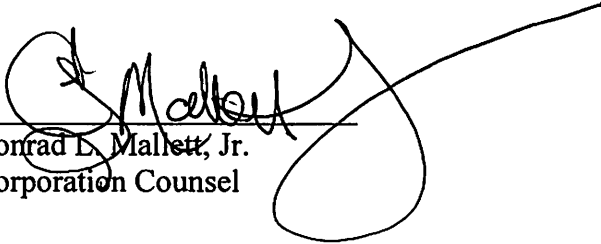
18 **Sections 19-2-55 – 19-2-70. Reserved.**

19 **Section 2.** This ordinance is hereby declared necessary to preserve the public peace,
20 health, safety, and welfare of the People of the City of Detroit.

21 **Section 3.** All ordinances, or parts of ordinances, that conflict with this ordinance are
22 repealed.

- 1 **Section 4.** This ordinance shall become effective on May 1, 2023 in accordance with
2 Section 4-118 of the 2012 Detroit City Charter.

Approved as to form:



Conrad L. Mallett, Jr.
Corporation Counsel

S U M M A R Y

This ordinance amends Chapter 19 of the 2019 Detroit City Code, *Food*, Article II, *City License for Food Service Establishments and Vending Machines*, Division 2, *Food Service Establishments*, by adding Subdivision C, *Food Grading*; which shall consist of Section 19-2-51, *Purpose*; Section 19-2-52, *Definitions*; Section 19-2-53, *Issuance and contents of public information signs*; Section 19-2-54, *Exceptions*; and Section 19-2-55, *Posting requirements, period of validity, removal prohibited*; to require the posting of the results of the most recent inspection and evaluation of licensed food service establishments by the Detroit Health Department.

1 **BY COUNCILMEMBER** _____

2 **AN ORDINANCE** to amend Chapter 19 of the 2019 Detroit City Code, *Food*, Article II,
3 *City License for Food Service Establishments and Vending Machines*, Division 2, *Food Service*
4 *Establishments*, by adding Subdivision C, *Food Grading*; which shall consist of Section 19-2-51,
5 *Purpose*; Section 19-2-52, *Definitions*; Section 19-2-53, *Issuance and contents of public*
6 *information signs*; Section 19-2-54, *Exceptions*; and Section 19-5-24, *Posting requirements,*
7 *period of validity, removal prohibited*; to require the posting of the results of the most recent
8 inspection and evaluation of licensed food service establishments by the Detroit Health
9 Department.

10 **IT IS HEREBY ORDAINED BY THE PEOPLE OF THE CITY OF DETROIT**
11 **THAT:**

12 **Section 1.** Chapter 19 of the 2019 Detroit City Code, *Food*, Article II, *City License for*
13 *Food Service Establishments and Vending Machines*, Division 2, *Food Service Establishments*, be
14 amended by adding Subdivision C, *Food Grading*; which shall consist of Sections 19-2-51 through
15 19-2-55, to read as follows:

16 **CHAPTER 19. FOOD**

17 **ARTICLE II. CITY LICENSE FOR FOOD SERVICE ESTABLISHMENTS**

18 **AND VENDING MACHINES**

19 **DIVISION 2. FOOD SERVICE ESTABLISHMENTS**

20 **Subdivision C. Food Grading**

1 **Sec. 19-2-51. Purpose.**

2 The purpose of this subdivision is to protect the public health by requiring the posting of
3 the results of the most recent inspection by the Detroit Health Department or licensing status of a
4 food service establishment.

5 **Sec. 19-2-52. Definitions.**

6 For purposes of this subdivision, the following words and phrases shall have the meaning
7 respectively ascribed to them by this section:

8 *Chronic violation* means a violation which has been cited on three or more consecutive
9 routine inspections

10 *Closed* means that a food service establishment is not permitted to operate by order of the
11 Department due to the following circumstances:

12 (1) The food service establishment's license has been suspended or revoked by order
13 of the Director; or

14 (2) The food service establishment has been ordered to close immediately by the
15 Director due to clear and present danger to the public health; or

16 (3) The food service establishment has failed to obtain a license; or

17 (4) The food service establishment has failed to renew its license and pay the required
18 state and local fees.

19 *Compliance* means that the licensed facility, based on the most recent inspection or follow-
20 up inspection, has met the minimum standards set forth by the Michigan Food Law, being MCL
21 289.1101 *et seq.*, including the Food and Drug Administration's Model Food Code as adopted by
22 reference therein. The licensed facility is considered to be in compliance if there were no priority
23 or priority foundation violations, or all such violations have been corrected prior to the issuance

1 of the public information sign. The Department may, in its discretion, require chronic core
2 violations to be corrected in order for a facility to achieve compliance.

3 *Department* means the Detroit Health Department and its authorized representatives.

4 *Director* means the Public Health Director of the Detroit Health Department.

5 *Enforcement process* means that the licensed facility, after supervisory review, is currently
6 involved in compliance and enforcement proceedings administered by the Detroit Health
7 Department.

8 *Inspection* means the compliance evaluations as required by MCL 289.3125 and any
9 follow-up evaluations resulting therefrom.

10 *Licensed facility* means a licensed food service establishment approved to operate by the
11 Department.

12 *Public information sign* means a color-coded sign issued by the Health Department
13 providing the food inspection status of a food service establishment as of the date of that
14 establishment's last inspection or, if no color-coded sign is issued, a sign containing a Quick
15 Response Code.

16 *Quick response code* means a matrix of squares, commonly referred to as a QR Code, that
17 when scanned by a smartphone provides access to additional content or information through the
18 internet.

19 **Sec. 19-2-53. Issuance and contents of public information signs.**

20 (a) Except as provided in Section 19-2-54 of this Code, at the completion of each
21 inspection or whenever a food establishment is closed by order of the Department, the Department
22 shall issue and deliver a color-coded public information sign to the owner or operator of the food
23 service establishment immediately following an inspection.

1 **(b) The color-coded public information sign must provide the results of the inspection**
2 **as follows:**

3 **(1) If the food service establishment has been inspected and is in compliance as**
4 **defined in this section, the Department shall issue a green sign which shall**
5 **contain the words “INSPECTED” and “IN COMPLIANCE” and state the**
6 **date of the inspection.**

7 **(2) If the food service establishment has been inspected, or fails to achieve**
8 **compliance in a follow-up inspection, and is placed in the Department’s**
9 **enforcement process as a result of the inspection, the Department shall issue**
10 **a yellow sign which shall contain the words, “INSPECTED” and**
11 **“ENFORCEMENT PROCESS” and state the date of the inspection.**

12 **(3) If the food service establishment is closed as a result of the inspection or as**
13 **ordered by the Department, the Department shall issue a red sign which**
14 **shall contain the words “CLOSED BY ORDER OF THE DETROIT**
15 **HEALTH DEPARTMENT” and stating the date the establishment was**
16 **closed.**

17 **(4) The sign must also include a Quick Response Code which, when scanned,**
18 **directs the user to a Department maintained website providing additional**
19 **information or links to additional information regarding the Department’s**
20 **food grading system and the results of the most recent inspection of the food**
21 **service establishment.**

1 **Section 19-2-54. Exceptions.**

2 (a) If the food service establishment has been inspected, and has uncorrected priority
3 or priority foundation violations, or uncorrected chronic core violations, the Department shall
4 remove the color-coded sign from any previous inspection and shall conduct a follow-up
5 inspection within 30 days. Failure to achieve compliance at the follow-up inspection may result
6 in the food service establishment being placed in the Department's enforcement process.

7 (b) Prior to the follow-up inspection, the food service establishment shall post a sign
8 providing a Quick Response Code, which, when scanned, directs the user to a Department
9 maintained website providing additional information or links to additional information regarding
10 the Department's food grading system and the results of the most recent inspection of the food
11 service establishment.

12 **Sec. 19-2-55. Posting requirements, period of validity; removal prohibited.**

13 (a) Upon receipt of a public information sign, the owner or operator of the food service
14 establishment shall immediately post the sign so as to be clearly visible to the general public and
15 any person entering the establishment. The sign shall be no smaller than 7 inches by 9 inches in
16 size.

17 (b) The public information sign shall be posted in one of the following locations:

18 (1) The front window of the establishment so as to be visible from the exterior
19 of the establishment and located not less than four feet and no more than six
20 feet from the ground;

21 (2) In a display case which is mounted on the outside front wall of the
22 establishment and located within five feet of the front door and not less than
23 four feet or more than six feet from the floor; or,

1 (3) Posted in a location as determined the Department.

2 (c) If the food service establishment is operated in the same building or space as
3 another business, shares a common patron entrance with another business, or both, the sign shall
4 be posted in the initial patron contact area or in a location determined by the Department to ensure
5 proper notice to the general public and patrons.

6 (d) The owner or operator of the food service establishment shall continually maintain
7 and display the most recent public information sign until a new sign is issued by the Department
8 following inspection or re-inspection of the establishment.

9 (e) No owner or operator may cause or permit the sign to be removed, altered, defaced,
10 marred, camouflaged, or hidden from view.

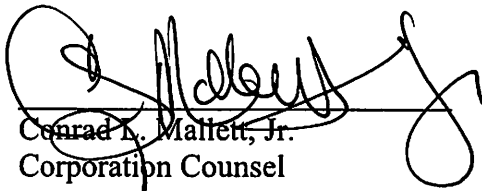
11 **Sections 19-2-56 – 19-2-70. Reserved.**

12 Section 2. This ordinance is hereby declared necessary to preserve the public peace,
13 health, safety, and welfare of the People of the City of Detroit.

14 Section 3. All ordinances, or parts of ordinances, that conflict with this ordinance are
15 repealed.

16 Section 4. This ordinance shall become effective on October 2, 2023, in accordance with
17 Section 4-118 of the 2012 Detroit City Charter.

Approved as to form:


Conrad L. Mallett, Jr.
Corporation Counsel

FORMAL SESSION/NEW BUSINESS – TUESDAY, OCTOBER 11, 2022

LAW DEPARTMENT

An Proposed Ordinance to amend Chapter 19 of the 2019 Detroit City Code, *Food*, Article II, *City License for Food Service Establishments and Vending Machines*, Division 2, *Food Service Establishments*, by adding Subdivision C, *Food Grading*; which shall consist of Section 19-2-51, *Purpose*; Section 19-2-52, *Definitions*; Section 19-2-53, *Issuance and contents of public information signs*; Section 19-2-54, *Exceptions*; and Section 19-2-24, *Posting requirements, period of validity, removal prohibited*; to require the posting of the results of the most recent inspection and evaluation of licensed food service establishments by the Detroit Health Department.

INTRODUCE.

ROLL CALL

Benson, resolution setting public hearing on _____ at _____ on foregoing ordinance amendment.

USE!

Introduced
10/11/2022
(mgw)

1 BY COUNCILMEMBER

Benson

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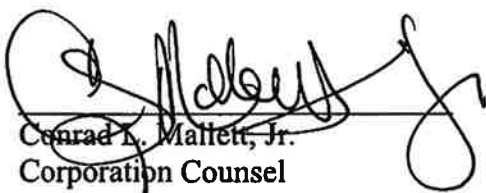
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14 **Section 3.** All ordinances, or parts of ordinances, that conflict with this ordinance are
15 repealed.

16 **Section 4.** This ordinance shall become effective on October 2, 2023, in accordance with
17 Section 4-118 of the 2012 Detroit City Charter.

Approved as to form:


Conrad L. Mallett, Jr.
Corporation Counsel

RESOLUTION SETTING HEARING

By Council Member Benson:

Resolved, That a public hearing will be held by this body on _____ at _____ virtually using videoconferencing for Planning and Economic Development Standing Committee, for the purpose of considering the advisability of adopting the foregoing, An Proposed Ordinance to amend Chapter 19 Detroit City Code, *Food*, Article II, *City License for Food Service Establishments and Vending Machines*, Division 2, *Food Service Establishments*, by adding Subdivision C, *Food Grading*; which shall consist of Section 19-2-51, *Purpose*; Section 19-2-52, *Definitions*; Section 19-2-53, *Issuance and contents of public information signs*; Section 19-2-54, *Exceptions*; and Section 19-2-24, *Posting requirements period of validity, removal prohibited*; to require the posting of the results of the most recent inspection and evaluation of licensed food service establishments by the Detroit Health Department.

All interested persons are invited to be present to be heard as to their views.



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO - Development & Grants
FILE NUMBER: OCFO - Development & Grants-0256

*** RE:**

Submitting reso. auth. Request to Accept and Appropriate the FY 2023 Southeast Michigan Infant Vitality Grant

*** SUMMARY:**

The Michigan Department of Health and Human Services (MDHHS) has awarded the City of Detroit Health Department with the FY 2023 Southeast Michigan Infant Vitality Grant for a total of \$25,000.00. There is no City match requirement. The total project cost is \$25,000.00.

*** RECOMMENDATION:**

Request to Accept and Appropriate the FY 2023 Southeast Michigan Infant Vitality Grant. The Michigan Department of Health and Human Services (MDHHS) has awarded the City of Detroit Health Department with the FY 2023 Southeast Michigan Infant Vitality Grant for a total of \$25,000.00. There is no City match requirement. The total project cost is \$25,000.00.

*** 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

September 20, 2022

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

RE: Request to Accept and Appropriation the FY 2023 Southeast Michigan Infant Vitality Grant

The Michigan Department of Health and Human Services (MDHHS) has awarded the City of Detroit Health Department with the FY 2023 Southeast Michigan Infant Vitality Grant for a total of \$25,000.00. There is no City match requirement. The total project cost is \$25,000.00.

The objective of the grant is to create a comprehensive, collective analysis of events, programs, and preventative efforts aimed at reducing infant mortality within the City of Detroit, Wayne, and Oakland, and Macomb counties. The goal is to garner insight into actions that can be taken to sustain health gains and inform decision making within systems and policy. The funding allotted to the department will be utilized to pay for staff salaries and associated project administration cost.

If approval is granted to accept and appropriate this funding, the appropriation number is 21215.

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

Sincerely,

DocuSigned by:
Terri Daniels
4D2BEE23C8D489...

Terri Daniels
Director of Grants, Office of Development and Grants

DocuSigned by:
Steven Watson
42C91AA10FE84AD...
Office of Budget

CC:
Sajjiah Parker, Assistant Director, Grants



CITY OF DETROIT

Office of Development and Grants

RESOLUTION

Council Member _____

WHEREAS, the Health Department is requesting authorization to accept a grant of reimbursement from the Michigan Department of Health and Human Services, in the amount of \$25,000.00, to create a comprehensive, collective analysis of events, programs, and preventative efforts aimed at reducing infant mortality within the City of Detroit, and Wayne, Oakland, and Macomb counties; 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 21215, in the amount of \$25,000.00, for the FY 2023 Southeast Michigan Infant Vitality Grant.

Gregory Andrews

Subject: FW: [EXTERNAL]MDHHS Fiscal Year (FY) 2023 Project Allocations

From: noreply@egrams-mi.net <noreply@egrams-mi.net>
Sent: Wednesday, May 25, 2022 2:23 PM
To: Denise Fair Razo <faired@detroitmi.gov>
Cc: FSRMDHHS@michigan.gov
Subject: [EXTERNAL]MDHHS Fiscal Year (FY) 2023 Project Allocations

May, 25 2022

Denise Fair, Director
 Detroit Health Department
 City Treasurer
 Detroit, MI 48202 1732

Dear Denise Fair:

Subject: Fiscal Year (FY) 2023 Projected Allocations

The following chart is a list of the FY 2023 Local Health Department (Comprehensive) Agreement allocations for your Local Health Department (LHD) for funding administered by the Michigan Department of Health and Human Services (MDHHS) through the Agreement. These allocations are based on anticipated FY 2023 Appropriations for MDHHS and are subject to the availability of funds, MDHHS's Appropriation Act for FY 2023, MDHHS approval, and State Administrative Board approval.

Please complete the applications, including the budgets, for these projects and submit your applications through MI E-Grants within **six weeks**. When each individual project application is completed, please have your Authorized Official submit it. This will facilitate timely processing of your agreement. If you are not able to submit your application within this time period, please contact your Grants Section team member, Carissa Reece, at reeceC@michigan.gov. All allocations must be budgeted and expended consistent with the requirements contained in the Agreement. The effective date for the executed agreement is based on the Grantee's signature or October 1, 2022, whichever is later.

The following are the projects available for budgeting the Maternal Child Health (MCH) allocations:

1. MCH- Children
2. MCH - All Other

We have tried to anticipate the projects you will need for FY 2023 based on the FY 2022 budgets. If you need additional projects, or if you do not need a project which was released to your agency, please send your requests to mdhhs-migrants-agreement-doc@michigan.gov.

Allocation Table

| PROJECT TITLE | ALLOCATION AMOUNT |
|---|-------------------|
| Administration | 0.00 |
| Public Health Emergency Preparedness (PHEP) 10/1 - 6/30 | 160,039.00 |

| | |
|---|----------------------|
| Body Art Fixed Fee | 0.00 |
| Children's Special Hlth Care Services (CSHCS) Care Coordination | 0.00 |
| CSHCS Medicaid Elevated Blood Lead Case Mgmt | 0.00 |
| Childhood Lead Poisoning Prevention | 173,750.00 |
| CLPP Lead Expansion | 200,000.00 |
| Public Health Emergency Preparedness (PHEP) CRI 10/1 - 6/30 | 193,576.00 |
| Children's Special Hlth Care Services (CSHCS) Outreach & Advocacy | 583,645.00 |
| CSHCS Vaccine Initiative | 70,037.00 |
| HIV & STI Testing and Prevention | 250,000.00 |
| Ending the HIV Epidemic Implementation | 261,136.00 |
| MCH - Children | 0.00 |
| Emerging Threats - Hepatitis C | 109,611.00 |
| Fetal Infant Mortality Review (FIMR) Case Abstraction | 0.00 |
| Food ELPHS | 607,074.00 |
| Hearing ELPHS | 173,947.00 |
| HIV Data to Care | 380,048.00 |
| HIV Housing Assistance | 140,000.00 |
| Immunization Action Plan (IAP) | 304,189.00 |
| Immunization Action Plan-Pilot | 100,000.00 |
| Infant Safe Sleep | 125,000.00 |
| Local MCH | 1,709,654.00 |
| Oral Health- Kindergarten Assessment | 95,694.00 |
| MCH - All Other | 0.00 |
| MDHHS-Essential Local Public Health Services (ELPHS) | 2,514,357.00 |
| Southeast Michigan Infant Vitality | 25,000.00 |
| FIMR Interviews | 0.00 |
| Vector-Borne Surveillance & Prevention | 9,000.00 |
| Immunization Fixed Fees | 0.00 |
| Vision ELPHS | 173,947.00 |
| WIC Breastfeeding | 245,290.00 |
| WIC Resident Services | 4,773,969.00 |
| West Nile Virus Community Surveillance | 10,000.00 |
| TOTAL | 13,388,963.00 |

Next Steps

- **New this year:** The DUNS number has been replaced by the Unique Entity Identifier (UEI). Please ensure the face sheet of your agency's application includes your agency's UEI. If your agency needs to apply for a new UEI, please visit <http://www.sam.gov>.

The next steps in the MI E-Grants system for completing your budgets and submitting your Local Health Department Agreement for MDHHS approval are as follows:

1. The Project Manager will assign the agency users to the Local Health Department - 2023 program.
2. For your convenience, you can access the "Grantee: Comprehensive Agreement Instructions" material on the home page by clicking "About EGRAMS" and downloading the PDF. Access the system using the URL <http://egrams-mi.com/mdhhs>.
3. Login to the MI E-Grants system at the URL <http://egrams-mi.com/mdhhs>.

4. Access the application using the drop-down menus "Grantee>Grant Application>Enter Grant Application" and click on "Go."
5. Select the CO-2023 / Local Health Department - FY 2023 program and click on the "Go" button.
6. Select the hyperlink titled "Local Health Department FY 2023."
7. Complete the face sheet, including the fiscal month, day, and contact information. Click the "Save" button before advancing to the next screen(s). Detailed instructions are available on page 45 of the training materials.
8. Select the hyperlinks to the various program elements and complete the application, including the face sheet, certifications, and budget. Detailed instructions are available on page 45 of the training materials.
9. When completing the "Budget" tab, it is highly recommended that you use the "Copy" button to initially populate the data and modify the information to fit the current-year spending plan. Detailed instructions are available on page 43 of the training materials. When copying the prior-year budget, please note funds budgeted for MCH may need to be moved to match the new projects available for these funding sources.
10. When the application has been entered, validated, and is error-free, it is ready for submission by the Authorized Official. Detailed instructions are available on page 81 of the training materials.

Additional Guidance

A blank version of the FY 2023 Comprehensive Boilerplate and attachments is available on the MI E-Grants home page (<http://egram-mi.com/MDHHS/>). To access documents, click "Comprehensive Agreements" located under the "Current Grants" header. Select the hyperlink for the CO-2023 agreement and click on the "Documents" tab to access the documents.

Grantees can generate the Schedule of Finance Assistance on-demand using MDHHS EGrAMS. To generate the Schedule of Finance Assistance, access MDHHS EGrAMS at <http://egram-mi.com/mdhhs>. Once logged in, path to Grantee > Grant Application > Schedule of Finance Assistance. Click Generate, enter 2023 in the Fiscal Year field, and click Find. The Schedule can be saved as either an Excel or PDF using the available buttons on the screen. The Schedule will reflect the most up-to-date funding information at the time it is generated, and MDHHS recommends generating revised versions periodically to capture any funding updates.

Technical Assistance

Technical Assistance to complete the budgets is available through your Grants Section team member, Carissa Reece, at reeceC@michigan.gov. In addition, you may refer to your training materials, the yellow book, and help icons within MI E-Grants for assistance.

Thank you for your cooperation and support. Please contact your Grants Section team member if you have any questions.

Sincerely,

Jason Hamblen

Grants Support Section Manager
Michigan Department of Health and Human Services

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



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO - Development & Grants
FILE NUMBER: OCFO - Development & Grants-0253

*** RE:**

Submitting reso. auth. Request to Accept and Appropriate the FY 2023 Childhood Lead Poisoning Prevention Program Grant

*** SUMMARY:**

The Michigan Department of Health and Human Services (MDHHS) has awarded the City of Detroit Health Department with the FY 2023 Childhood Lead Poisoning Prevention Program Grant for a total of \$200,000.00. There is no match requirement. The total project cost is \$200,000.00.

*** RECOMMENDATION:**

Request to Accept and Appropriate the FY 2023 Childhood Lead Poisoning Prevention Program Grant. The Michigan Department of Health and Human Services (MDHHS) has awarded the City of Detroit Health Department with the FY 2023 Childhood Lead Poisoning Prevention Program Grant for a total of \$200,000.00. There is no match requirement. The total project cost is \$200,000.00.

*** 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

September 20, 2022

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

RE: Request to Accept and Appropriate the FY 2023 Childhood Lead Poisoning Prevention Program Grant

The Michigan Department of Health and Human Services (MDHHS) has awarded the City of Detroit Health Department with the FY 2023 Childhood Lead Poisoning Prevention Program Grant for a total of \$200,000.00. There is no match requirement. The total project cost is \$200,000.00.

The objective of the grant is to increase and maximize the number of children less than six years of age protected from lead poisoning and the number of City of Detroit childcare facilities where lead hazards are controlled. The funding allotted to the department will be utilized to target lead testing and hazard control efforts, expand education and outreach, and enhance nursing and environmental services to children.

If approval is granted to accept and appropriate this funding, the appropriation number is 21212.

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

Sincerely,

DocuSigned by:
Terri Daniels
4D2BEE23C8D489...

Terri Daniels
Director of Grants, Office of Development and Grants

DocuSigned by:
Steven Watson
42C91AA10FE84AD...
Office of Budget

CC:
Sajjiah Parker, Assistant Director, Grants

Office of Development and Grants

RESOLUTION

Council Member _____

WHEREAS, the Health Department is requesting authorization to accept a grant of reimbursement from the Michigan Department of Health and Human Services, in the amount of \$200,000.00, to increase and maximize the number of children less than six years of age protected from lead poisoning; 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 21212, in the amount of \$200,000.00, for the FY 2023 Childhood Lead Poisoning Prevention Program Grant.

Gregory Andrews

Subject: FW: [EXTERNAL]MDHHS Fiscal Year (FY) 2023 Project Allocations

From: noreply@egrams-mi.net <noreply@egrams-mi.net>

Sent: Wednesday, May 25, 2022 2:23 PM

To: Denise Fair Razo <faired@detroitmi.gov>

Cc: FSRMDHHS@michigan.gov

Subject: [EXTERNAL]MDHHS Fiscal Year (FY) 2023 Project Allocations

May, 25 2022

Denise Fair, Director
Detroit Health Department
City Treasurer
Detroit, MI 48202 1732

Dear Denise Fair:

Subject: Fiscal Year (FY) 2023 Projected Allocations

The following chart is a list of the FY 2023 Local Health Department (Comprehensive) Agreement allocations for your Local Health Department (LHD) for funding administered by the Michigan Department of Health and Human Services (MDHHS) through the Agreement. These allocations are based on anticipated FY 2023 Appropriations for MDHHS and are subject to the availability of funds, MDHHS's Appropriation Act for FY 2023, MDHHS approval, and State Administrative Board approval.

Please complete the applications, including the budgets, for these projects and submit your applications through MI E-Grants within **six weeks**. When each individual project application is completed, please have your Authorized Official submit it. This will facilitate timely processing of your agreement. If you are not able to submit your application within this time period, please contact your Grants Section team member, Carissa Reece, at reeceC@michigan.gov. All allocations must be budgeted and expended consistent with the requirements contained in the Agreement. The effective date for the executed agreement is based on the Grantee's signature or October 1, 2022, whichever is later.

The following are the projects available for budgeting the Maternal Child Health (MCH) allocations:

1. MCH- Children
2. MCH - All Other

We have tried to anticipate the projects you will need for FY 2023 based on the FY 2022 budgets. If you need additional projects, or if you do not need a project which was released to your agency, please send your requests to mdhhs-migrants-agreement-doc@michigan.gov.

Allocation Table

| PROJECT TITLE | ALLOCATION AMOUNT |
|---|-------------------|
| Administration | 0.00 |
| Public Health Emergency Preparedness (PHEP) 10/1 - 6/30 | 160,039.00 |

| | |
|---|----------------------|
| Body Art Fixed Fee | 0.00 |
| Children's Special Hlth Care Services (CSHCS) Care Coordination | 0.00 |
| CSHCS Medicaid Elevated Blood Lead Case Mgmt | 0.00 |
| Childhood Lead Poisoning Prevention | 173,750.00 |
| CLPP Lead Expansion | 200,000.00 |
| Public Health Emergency Preparedness (PHEP) CRI 10/1 - 6/30 | 193,576.00 |
| Children's Special Hlth Care Services (CSHCS) Outreach & Advocacy | 583,645.00 |
| CSHCS Vaccine Initiative | 70,037.00 |
| HIV & STI Testing and Prevention | 250,000.00 |
| Ending the HIV Epidemic Implementation | 261,136.00 |
| MCH - Children | 0.00 |
| Emerging Threats - Hepatitis C | 109,611.00 |
| Fetal Infant Mortality Review (FIMR) Case Abstraction | 0.00 |
| Food ELPHS | 607,074.00 |
| Hearing ELPHS | 173,947.00 |
| HIV Data to Care | 380,048.00 |
| HIV Housing Assistance | 140,000.00 |
| Immunization Action Plan (IAP) | 304,189.00 |
| Immunization Action Plan-Pilot | 100,000.00 |
| Infant Safe Sleep | 125,000.00 |
| Local MCH | 1,709,654.00 |
| Oral Health- Kindergarten Assessment | 95,694.00 |
| MCH - All Other | 0.00 |
| MDHHS-Essential Local Public Health Services (ELPHS) | 2,514,357.00 |
| Southeast Michigan Infant Vitality | 25,000.00 |
| FIMR Interviews | 0.00 |
| Vector-Borne Surveillance & Prevention | 9,000.00 |
| Immunization Fixed Fees | 0.00 |
| Vision ELPHS | 173,947.00 |
| WIC Breastfeeding | 245,290.00 |
| WIC Resident Services | 4,773,969.00 |
| West Nile Virus Community Surveillance | 10,000.00 |
| TOTAL | 13,388,963.00 |

Next Steps

- **New this year:** The DUNS number has been replaced by the Unique Entity Identifier (UEI). Please ensure the face sheet of your agency's application includes your agency's UEI. If your agency needs to apply for a new UEI, please visit <http://www.sam.gov>.

The next steps in the MI E-Grants system for completing your budgets and submitting your Local Health Department Agreement for MDHHS approval are as follows:

1. The Project Manager will assign the agency users to the Local Health Department - 2023 program.
2. For your convenience, you can access the "Grantee: Comprehensive Agreement Instructions" material on the home page by clicking "About EGRAMS" and downloading the PDF. Access the system using the URL <http://egrams-mi.com/mdhhs>.
3. Login to the MI E-Grants system at the URL <http://egrams-mi.com/mdhhs>.

4. Access the application using the drop-down menus "Grantee>Grant Application>Enter Grant Application" and click on "Go."
5. Select the CO-2023 / Local Health Department - FY 2023 program and click on the "Go" button.
6. Select the hyperlink titled "Local Health Department FY 2023."
7. Complete the face sheet, including the fiscal month, day, and contact information. Click the "Save" button before advancing to the next screen(s). Detailed instructions are available on page 45 of the training materials.
8. Select the hyperlinks to the various program elements and complete the application, including the face sheet, certifications, and budget. Detailed instructions are available on page 45 of the training materials.
9. When completing the "Budget" tab, it is highly recommended that you use the "Copy" button to initially populate the data and modify the information to fit the current-year spending plan. Detailed instructions are available on page 43 of the training materials. When copying the prior-year budget, please note funds budgeted for MCH may need to be moved to match the new projects available for these funding sources.
10. When the application has been entered, validated, and is error-free, it is ready for submission by the Authorized Official. Detailed instructions are available on page 81 of the training materials.

Additional Guidance

A blank version of the FY 2023 Comprehensive Boilerplate and attachments is available on the MI E-Grants home page (<http://egram-mi.com/MDHHS/>). To access documents, click "Comprehensive Agreements" located under the "Current Grants" header. Select the hyperlink for the CO-2023 agreement and click on the "Documents" tab to access the documents.

Grantees can generate the Schedule of Finance Assistance on-demand using MDHHS EGrAMS. To generate the Schedule of Finance Assistance, access MDHHS EGrAMS at <http://egram-mi.com/mdhhs>. Once logged in, path to Grantee > Grant Application > Schedule of Finance Assistance. Click Generate, enter 2023 in the Fiscal Year field, and click Find. The Schedule can be saved as either an Excel or PDF using the available buttons on the screen. The Schedule will reflect the most up-to-date funding information at the time it is generated, and MDHHS recommends generating revised versions periodically to capture any funding updates.

Technical Assistance

Technical Assistance to complete the budgets is available through your Grants Section team member, Carissa Reece, at reeceC@michigan.gov. In addition, you may refer to your training materials, the yellow book, and help icons within MI E-Grants for assistance.

Thank you for your cooperation and support. Please contact your Grants Section team member if you have any questions.

Sincerely,

Jason Hamblen

Grants Support Section Manager
Michigan Department of Health and Human Services

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DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO - Development & Grants
FILE NUMBER: OCFO - Development & Grants-0255

*** RE:**

Submitting reso. auth. Request to Accept and Appropriate the FY 2023 Oral Health Kindergarten Assessment Program Grant

*** SUMMARY:**

The Michigan Department of Health and Human Services (MDHHS) has awarded the City of Detroit Health Department with the FY 2023 Oral Health Kindergarten Assessment Program Grant for a total of \$95,694.00. There is no City match requirement. The total project cost is \$95,694.00.

*** RECOMMENDATION:**

Request to Accept and Appropriate the FY 2023 Oral Health Kindergarten Assessment Program Grant. The Michigan Department of Health and Human Services (MDHHS) has awarded the City of Detroit Health Department with the FY 2023 Oral Health Kindergarten Assessment Program Grant for a total of \$95,694.00. There is no City match requirement. The total project cost is \$95,694.00.

*** 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
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DETROIT, MICHIGAN 48226
PHONE: 313 • 628-2158
FAX: 313 • 224 • 0542
WWW.DETROITMI.GOV

September 20, 2022

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

RE: Request to Accept and Appropriate the FY 2023 Oral Health Kindergarten Assessment Program Grant

The Michigan Department of Health and Human Services (MDHHS) has awarded the City of Detroit Health Department with the FY 2023 Oral Health Kindergarten Assessment Program Grant for a total of \$95,694.00. There is no City match requirement. The total project cost is \$95,694.00.

The objective of the grant is to ensure that kindergarten or first grade students entering school in Michigan have a dental oral health assessment prior to enrollment. The funding allotted to the department will be utilized to support an Oral Health Kindergarten Assessment Program.

If approval is granted to accept and appropriate this funding, the appropriation number is 21214.

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

Sincerely,

DocuSigned by:
Terri Daniels
4D2BEE23C8D489...

Terri Daniels
Director of Grants, Office of Development and Grants

DocuSigned by:
Steven Watson
42C91AA10FE84AD...

Office of Budget

CC:
Sajjiah Parker, Assistant Director, Grants

Office of Development and Grants

RESOLUTION

Council Member _____

WHEREAS, the Health Department is requesting authorization to accept a grant of reimbursement from the Michigan Department of Health and Human Services, in the amount of \$95,694.00, to support kindergarten oral health; 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 21214, in the amount of \$95,694.00, for the FY 2023 Oral Health Kindergarten Assessment Program Grant.

Gregory Andrews**Subject:** FW: [EXTERNAL]MDHHS Fiscal Year (FY) 2023 Project Allocations**From:** noreply@egrams-mi.net <noreply@egrams-mi.net>**Sent:** Wednesday, May 25, 2022 2:23 PM**To:** Denise Fair Razo <faired@detroitmi.gov>**Cc:** FSRMDHHS@michigan.gov**Subject:** [EXTERNAL]MDHHS Fiscal Year (FY) 2023 Project Allocations

May, 25 2022

Denise Fair, Director
 Detroit Health Department
 City Treasurer
 Detroit, MI 48202 1732

Dear Denise Fair:

Subject: Fiscal Year (FY) 2023 Projected Allocations

The following chart is a list of the FY 2023 Local Health Department (Comprehensive) Agreement allocations for your Local Health Department (LHD) for funding administered by the Michigan Department of Health and Human Services (MDHHS) through the Agreement. These allocations are based on anticipated FY 2023 Appropriations for MDHHS and are subject to the availability of funds, MDHHS's Appropriation Act for FY 2023, MDHHS approval, and State Administrative Board approval.

Please complete the applications, including the budgets, for these projects and submit your applications through MI E-Grants within **six weeks**. When each individual project application is completed, please have your Authorized Official submit it. This will facilitate timely processing of your agreement. If you are not able to submit your application within this time period, please contact your Grants Section team member, Carissa Reece, at reeceC@michigan.gov. All allocations must be budgeted and expended consistent with the requirements contained in the Agreement. The effective date for the executed agreement is based on the Grantee's signature or October 1, 2022, whichever is later.

The following are the projects available for budgeting the Maternal Child Health (MCH) allocations:

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2. MCH - All Other

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Allocation Table

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| West Nile Virus Community Surveillance | 10,000.00 |
| TOTAL | 13,388,963.00 |

Next Steps

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Technical Assistance

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Thank you for your cooperation and support. Please contact your Grants Section team member if you have any questions.

Sincerely,

Jason Hamblen

Grants Support Section Manager
Michigan Department of Health and Human Services

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



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO - Development & Grants
FILE NUMBER: OCFO - Development & Grants-0252

*** RE:**

Submitting reso. autho. Request to accept a donation of 2,500 Trees from the Greening of Detroit

*** SUMMARY:**

The Greening of Detroit has awarded the City of Detroit General Services Department with a donation of 2,500 trees, valued at \$2,250,000.00. This is a non-cash donation. There is no match requirement for this donation. The total project cost is \$2,250,000.00

*** RECOMMENDATION:**

Request to accept a donation of 2,500 Trees from the Greening of Detroit. The Greening of Detroit has awarded the City of Detroit General Services Department with a donation of 2,500 trees, valued at \$2,250,000.00. This is a non-cash donation. There is no match requirement for this donation. The total project cost is \$2,250,000.00

*** 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

September 15, 2022

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

RE: Request to accept a donation of 2,500 Trees from the Greening of Detroit

The Greening of Detroit has awarded the City of Detroit General Services Department with a donation of 2,500 trees, valued at \$2,250,000.00. This is a non-cash donation. There is no match requirement for this donation. The total project cost is \$2,250,000.00.

The objective of the donation to the department is to plant 2,500 shade, ornamental, and evergreen trees (1.5"-2" caliper balled and burlap or comparable) at key sites across the City of Detroit. The Greening of Detroit will purchase and install the trees at sites determined by the department. Community engagement efforts will include outreach to residents and business owners near planned tree plantings, with educational information that encourages stewardship. The locations of the trees will include but are not limited to: James Couzens Service Drive from 8 Mile to 6 Mile, Oakman Blvd./1-96 Service Drive, the Ellis Robison Greenbelt, and Chene & Robert Bradby Dr.

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

Sincerely,
DocuSigned by:
Terri Daniels
4D2BEEE23C8D489...

Terri Daniels
Director of Grants, Office of Development and Grants

CC:
Sajjiah Parker, Assistant Director, Grants

DocuSigned by:
Steven Watson
42C91AA10FE84AD...

Office of Budget

Office of Development and Grants

RESOLUTION

Council Member _____

WHEREAS, the General Services Department has been awarded a donation of 2,500 shade, ornamental, and evergreen trees, from the Greening of Detroit, valued at \$2,250,000.00; and

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

THEREFORE, BE IT RESOLVED, that the General Services Department is hereby authorized to accept a donation of 2,500 shade, ornamental, and evergreen trees, to be purchased and installed by the Greening of Detroit.



GROWING TOMORROW'S DETROIT

13000 W. McNichols Detroit, MI 48235 P: 313-237-8733 F: 313-237-8737

September 13, 2022

Brad Dick, Group Executive
General Service Department
115 Erskine St.
Detroit, MI 48201

RE: Tree Equity Project Donation to the City of Detroit

Dear Brad:

On behalf of The Greening of Detroit, I am writing to offer our full assistance in purchasing and installing up to 2500 shade, ornamental, and evergreen trees (1.5"-2" caliper balled and burlap or comparable) to be planted at key sites across the City of Detroit, identified by the City of Detroit. The costs, approximately \$2,250,000, will be borne by The Greening of Detroit.

These improvements will take place during Fall 2022, Spring 2023, and Fall 2023 planting seasons. This donation is part of the Tree Equity Project, co-lead by The Greening of Detroit. The project is guided by the planning work of the Detroit Reforestation Initiative which includes the Davey Tree Street Tree Inventory (2016), Detroit LIDAR imaging tree canopy assessment (2017), and the PPD and GSD Priority Planting Analysis (2022). Community engagement efforts will include outreach to residents and business owners near planned tree plantings, with educational information that encourages stewardship. This project is a collaboration of the City of Detroit General Services and Planning Departments, American Forests, DTE and additional local partners.

By making this donation, we aim to increase the health and resilience of Detroit's Tree Canopy. A healthy tree canopy improves air quality, provides much needed shade during extreme heat, reduces flooding, increases property value, and improves health outcomes for residents. The locations of the trees will include, but are not limited to: James Couzens Service Drive/8 to 6 Mile, Oakman Blvd/ I-96 Service Drive, Ellis Robison Greenbelt, and Chene/Robert Bradby/Antietam.

The Greening of Detroit provides a 3-year maintenance plan (2-years irrigation and the first structural pruning of these trees). No warranty is provided, but any trees that have died within the first two years can be removed (flush cut) at the request of the Landscape Design Unit.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'L. Bradford'.

Lionel Bradford
President
The Greening of Detroit



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO - Development & Grants
FILE NUMBER: OCFO - Development & Grants-0250

*** RE:**

Submitting reso. autho. Authorization to submit a grant application to the Gilbert Family Foundation for the Gilbert Family Foundation Parks Projects Gap Funding Grant.

*** SUMMARY:**

The General Services Department is hereby requesting authorization from Detroit City Council to submit a grant application to the Gilbert Family Foundation for the Gilbert Family Foundation Parks Projects Gap Funding Grant. The amount being sought is \$675,000.00. There is no City match requirement.

*** RECOMMENDATION:**

Authorization to submit a grant application to the Gilbert Family Foundation for the Gilbert Family Foundation Parks Projects Gap Funding Grant. The General Services Department is hereby requesting authorization from Detroit City Council to submit a grant application to the Gilbert Family Foundation for the Gilbert Family Foundation Parks Projects Gap Funding Grant. The amount being sought is \$675,000.00. There is no City match requirement.

*** DEPARTMENTAL CONTACT:**

Name: Jalesa Beck
Position: Administrative Assistant II

***=REQUIRED**



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

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PHONE: 313 • 628-2158
FAX: 313 • 224 • 0542
WWW.DETROITMI.GOV

September 15, 2022

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


RE: Authorization to submit a grant application to the Gilbert Family Foundation for the Gilbert Family Foundation Parks Projects Gap Funding Grant

The General Services Department is hereby requesting authorization from Detroit City Council to submit a grant application to the Gilbert Family Foundation for the Gilbert Family Foundation Parks Projects Gap Funding Grant. The amount being sought is \$675,000.00. There is no City match requirement.

The Gilbert Family Foundation Parks Projects Gap Funding Grant will enable the department to:

- Provide funding needed to complete various park improvements that the department currently does not have the funds to complete
- Make park improvements at the Tireman-Minock Park shelter and walking loop, the Kelly Park playground and walkways, and the Clark Park Zip Line and Walkways

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

Sincerely,
DocuSigned by:

4D2BEEE23C8D489...

Terri Daniels
Director of Grants, Office of Development and Grants

CC:
Sajjiah Parker, Assistant Director, Grants



Office of Development and Grants

RESOLUTION

Council Member _____

WHEREAS, the General Services Department has requested authorization from City Council to submit a grant application to the Gilbert Family Foundation, for the Gilbert Family Foundation Parks Projects Gap Funding Grant, in the amount of \$675,000.00, to provide funding needed to complete various park improvements that the department currently does not have the funds to complete; now

THEREFORE, BE IT RESOLVED, the General Services Department is hereby authorized to submit a grant application to the Gilbert Family Foundation for the Gilbert Family Foundation Parks Projects Gap Funding Grant.



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

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

Grant Application Request Form (GARF)

In order to secure the Office of Development and Grants (ODG) approval required under Section 17-4-2 of the Detroit City Code, this form is to be filled out by City Departments as soon as possible upon learning of an opportunity that the Department would like to pursue. This form must be signed and submitted not later than 20 business days prior to the application deadline.

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

| | |
|---|---|
| City Department | General Services Department |
| Date | 09/14/2022 |
| Department Contact Name | Dara O'Byrne |
| Department Contact Phone | (313) 910-8138 |
| Department Contact Email | dara.obyrne@detroitmi.gov |
| Grant Opportunity Title | Gilbert Family Foundation |
| Grant Opportunity Funding Agency | Gilbert Family Foundation |
| Web Link to Opportunity Information | https://gilbertfamilyfoundation.org/boe-application/ |
| Award Amount (that Department will apply for) | \$675,000 |
| Application Due Date | 9/23/2022 |
| Anticipated Proposed Budget Amount | \$675,000 |
| City Match Contribution Amount | None |
| Source of City Match (include Appropriation Number, Cost Center, and Object Code) | None |
| List of programs/services/activities to be funded and the Budget for each <i>Sample:</i> - ABC Afterschool program: \$150,000 - XYZ Youth leadership program: \$100,000 - Salary/Benefits: \$95,000 - Supplies: \$5,000 | Tireman-Minock Park shelter and walking loop: \$275,000 Kelly Park playground and walkways: \$200,000 Clark Park Zip Line and Walkways: \$200,000 |
| Brief Statement of Priorities/Purpose for the Application <i>Sample: To support expansion of promising youth development programs in MNO neighborhood.</i> | Gilbert Family Foundation funds are helping us close funding gaps in three active projects. The community identified priority amenities that were outside of the scope that the current budget could cover, so these grant funds will help cover these additional community priorities. |
| Key Performance Indicators to be Used to Measure the Programs/Services/Activities <i>Sample:</i> # of kids newly enrolled in ABC and XYZ % of kids from ABC who demonstrate improved educational performance | Completed park improvement project, |

Dara O'Byrne

Director's Name (Please Print)

Dara O'Byrne

Director's Signature

9/14/2022

Date



DEPARTMENTAL SUBMISSION

DEPARTMENT: Law
FILE NUMBER: Law-1569

*** RE:**

Submitting reso. autho. Closed Session Regarding Request for Legal Representation and Indemnification of Detroit Police Officer David Metzke

*** SUMMARY:**

The Law Department submitted a privileged and confidential memorandum, dated June 9, 2022, recommending that this Honorable Council deny the Request for Legal Representation and Indemnification of Detroit Police Officer David Metzke in the lawsuit of *Tyriq Reddic v. Anthony Smith, et al.*; Civil Action Case No. 21-016603-NZ.

*** RECOMMENDATION:**

The Law Department submitted a privileged and confidential memorandum, dated June 9, 2022, recommending that this Honorable Council deny the Request for Legal Representation and Indemnification of Detroit Police Officer David Metzke in the lawsuit of *Tyriq Reddic v. Anthony Smith, et al.*; Civil Action Case No. 21-016603-NZ. Pursuant to arbitration awards issued by the Voluntary Labor Arbitration Tribunal, which recognize the past practice of City Council holding hearings for police officers who have been denied representation, and after consultation with the Council President's office, the Law Department is respectfully requesting that a closed session on the matter be held on Tuesday, October 18, 2022 at 2:00 p.m.

*** DEPARTMENTAL CONTACT:**

Name: Vie Serifovski
Position: Senior Assistant Corporation Counsel

***=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

Date: October 7, 2022

To: Honorable City Council

From: Law Department

Re: Closed Session – Request for Legal Representation and Indemnification of Detroit Police Officer David Metzke in the matter of *Tyriq Reddic v. Anthony Smith, et al.*; Civil Action Case No. 21-016603-NZ

The Law Department submitted a privileged and confidential memorandum, dated June 9, 2022, recommending that this Honorable Council deny the Request for Legal Representation and Indemnification of Detroit Police Officer David Metzke in the lawsuit of *Tyriq Reddic v. Anthony Smith, et al.*; Civil Action Case No. 21-016603-NZ. Pursuant to arbitration awards issued by the Voluntary Labor Arbitration Tribunal, which recognize the past practice of City Council holding hearings for police officers who have been denied representation, and after consultation with the Council President's office, the Law Department is respectfully requesting that a closed session on the matter be held on Tuesday, October 18, 2022 at 2:00 p.m.

BY COUNCIL MEMBER: _____:

**Required Hearings
Regarding Representation and Indemnification of
Certain Members of the Detroit Police Department**

Whereas, Section 7.5-203, *Civil Litigation*, of the 2012 Detroit City Charter provides, in relevant part, that “[upon request, the Corporation Counsel may represent any officer or employee of the city in any action or proceeding involving official duties[;]” and,

Whereas, Section 35-2-105, *Determination by City Council*, of the 2019 Detroit City Code provides, in pertinent part, that “the city council shall consider and determine whether the corporation counsel shall represent the officer or employee in the matter and find and determine whether or not the claim, demand or suit arises out of or involves the performance in good faith of the official duties of such officer or employee[;]” and,

Whereas, Arbitration awards issued by the Voluntary Labor Arbitration Tribunal recognize the past practice of City Council holding hearings for police officers who have been denied representation (*see* Grievance Nos. 79-237, 82-055, 90-047, and 92-200/92-202); **Now Therefore Be It**

Resolved, That, pursuant to the above and MCL 15.268(a), a closed session is to be held on **Tuesday, October 18, 2022** for the purpose of conducting a hearing related to the following:

Legal Representation and Indemnification in lawsuit of Tyriq Reddic v Anthony Smith, *et al*; Civil Action Case No.: 21-016603-NZ for Police Officer David Metzke, Badge No. 3767; and Be It Further

Resolved That, the Law Department’s recommendation is to **DENY** indemnification of David Metzke in this matter, which will be discussed with Law Department attorneys, representatives from the Detroit Police Department, David Metzke and counsel, representatives from the Detroit Police Officer’s Association, as well as attorneys from the Legislative Policy Division; **and Be It Further**

Resolved That the hearing is scheduled at **2:00 p.m.; and Be It Finally**

Resolved That a copy of this resolution be timely provided to the Detroit Police Officer’s Association, Detroit Police Department Administration, and Corporation Counsel.



DEPARTMENTAL SUBMISSION

DEPARTMENT: Law

FILE NUMBER: Law-1570

*** RE:**

Submitting reso. autho. Closed Session Regarding Request for Legal Representation and Indemnification of Retired Detroit Police Officer Emily Palucki

*** SUMMARY:**

The Law Department submitted a privileged and confidential memorandum, dated June 24, 2022, recommending that this Honorable Council deny the Request for Legal Representation and Indemnification of Resigned Detroit Police Officer Emily Palucki in the lawsuit of *Tyriq Reddic v. Anthony Smith, et al.*; Civil Action Case No. 21-016603-NZ.

*** RECOMMENDATION:**

The Law Department submitted a privileged and confidential memorandum, dated June 24, 2022, recommending that this Honorable Council deny the Request for Legal Representation and Indemnification of Resigned Detroit Police Officer Emily Palucki in the lawsuit of *Tyriq Reddic v. Anthony Smith, et al.*; Civil Action Case No. 21-016603-NZ. Pursuant to arbitration awards issued by the Voluntary Labor Arbitration Tribunal, which recognize the past practice of City Council holding hearings for police officers who have been denied representation, and after consultation with the Council President's office, the Law Department is respectfully requesting that a closed session on the matter be held on Tuesday, October 18, 2022 at 2:20 p.m.

*** DEPARTMENTAL CONTACT:**

Name: Vie Serifovski

Position: Senior Assistant Corporation Counsel

***=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

Date: October 7, 2022

To: Honorable City Council

From: Law Department

Re: Closed Session – Request for Legal Representation and Indemnification of Retired Detroit Police Officer Emily Palucki in the matter of *Tyriq Reddic v. Anthony Smith, et al.*; Civil Action Case No. 21-016603-NZ

The Law Department submitted a privileged and confidential memorandum, dated June 24, 2022, recommending that this Honorable Council deny the Request for Legal Representation and Indemnification of Resigned Detroit Police Officer Emily Palucki in the lawsuit of *Tyriq Reddic v. Anthony Smith, et al.*; Civil Action Case No. 21-016603-NZ. Pursuant to arbitration awards issued by the Voluntary Labor Arbitration Tribunal, which recognize the past practice of City Council holding hearings for police officers who have been denied representation, and after consultation with the Council President's office, the Law Department is respectfully requesting that a closed session on the matter be held on Tuesday, October 18, 2022 at 2:20 p.m.

BY COUNCIL MEMBER: _____:

**Required Hearings
Regarding Representation and Indemnification of
Certain Members of the Detroit Police Department**

Whereas, Section 7.5-203, *Civil Litigation*, of the 2012 Detroit City Charter provides, in relevant part, that “[upon request, the Corporation Counsel may represent any officer or employee of the city in any action or proceeding involving official duties[;]” and,

Whereas, Section 35-2-105, *Determination by City Council*, of the 2019 Detroit City Code provides, in pertinent part, that “the city council shall consider and determine whether the corporation counsel shall represent the officer or employee in the matter and find and determine whether or not the claim, demand or suit arises out of or involves the performance in good faith of the official duties of such officer or employee[;]” and,

Whereas, Arbitration awards issued by the Voluntary Labor Arbitration Tribunal recognize the past practice of City Council holding hearings for police officers who have been denied representation (*see* Grievance Nos. 79-237, 82-055, 90-047, and 92-200/92-202); **Now Therefore Be It**

Resolved, That, pursuant to the above and MCL 15.268(a), a closed session is to be held on **Tuesday, October 18, 2022** for the purpose of conducting a hearing related to the following:

Legal Representation and Indemnification in lawsuit of Tyriq Reddic v Anthony Smith, *et al*; Civil Action Case No.: 21-016603-NZ for Police Officer Emily Palucki, Retired; and Be It Further

Resolved That, the Law Department’s recommendation is to **DENY** indemnification of Emily Palucki in this matter, which will be discussed with Law Department attorneys, representatives from the Detroit Police Department, Emily Palucki and counsel, representatives from the Detroit Police Officer’s Association, as well as attorneys from the Legislative Policy Division; **and Be It Further**

Resolved That the hearing is scheduled at **2:20 p.m.; and Be It Finally**

Resolved That a copy of this resolution be timely provided to the Detroit Police Officer’s Association, Detroit Police Department Administration, and Corporation Counsel.



DEPARTMENTAL SUBMISSION

DEPARTMENT: Law
FILE NUMBER: Law-1568

*** RE:**

Submitting reso. autho. Closed Session Regarding Request for Legal Representation and Indemnification of Sergeant Daniel Austin in the matter of *Tyriq Reddic v. Anthony Smith, et al.*; Civil Action Case No. 21-016603-NZ

*** SUMMARY:**

The Law Department submitted a privileged and confidential memorandum, dated June 9, 2022, recommending that this Honorable Council deny the Request for Legal Representation and Indemnification of Sergeant Daniel Austin in the lawsuit of *Tyriq Reddic v. Anthony Smith, et al.*; Civil Action Case No. 21-016603-NZ.

*** RECOMMENDATION:**

The Law Department submitted a privileged and confidential memorandum, dated June 9, 2022, recommending that this Honorable Council deny the Request for Legal Representation and Indemnification of Sergeant Daniel Austin in the lawsuit of *Tyriq Reddic v. Anthony Smith, et al.*; Civil Action Case No. 21-016603-NZ. Pursuant to arbitration awards issued by the Voluntary Labor Arbitration Tribunal, which recognize the past practice of City Council holding hearings for police officers who have been denied representation, and after consultation with the Council President's office, the Law Department is respectfully requesting that a closed session on the matter be held on Tuesday, October 18, 2022 at 2:40 p.m.

*** DEPARTMENTAL CONTACT:**

Name: Vie Serifovski
Position: Senior Assistant Corporation Counsel

***=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

Date: October 7, 2022

To: Honorable City Council

From: Law Department

Re: Closed Session – Request for Legal Representation and Indemnification of Sergeant Daniel Austin in the matter of *Tyriq Reddic v. Anthony Smith, et al.*; Civil Action Case No. 21-016603-NZ

The Law Department submitted a privileged and confidential memorandum, dated June 9, 2022, recommending that this Honorable Council deny the Request for Legal Representation and Indemnification of Sergeant Daniel Austin in the lawsuit of *Tyriq Reddic v. Anthony Smith, et al.*; Civil Action Case No. 21-016603-NZ. Pursuant to arbitration awards issued by the Voluntary Labor Arbitration Tribunal, which recognize the past practice of City Council holding hearings for police officers who have been denied representation, and after consultation with the Council President's office, the Law Department is respectfully requesting that a closed session on the matter be held on Tuesday, October 18, 2022 at 2:40 p.m.

BY COUNCIL MEMBER: _____:

**Required Hearings
Regarding Representation and Indemnification of
Certain Members of the Detroit Police Department**

Whereas, Section 7.5-203, *Civil Litigation*, of the 2012 Detroit City Charter provides, in relevant part, that “[upon request, the Corporation Counsel may represent any officer or employee of the city in any action or proceeding involving official duties[;]” and,

Whereas, Section 35-2-105, *Determination by City Council*, of the 2019 Detroit City Code provides, in pertinent part, that “the city council shall consider and determine whether the corporation counsel shall represent the officer or employee in the matter and find and determine whether or not the claim, demand or suit arises out of or involves the performance in good faith of the official duties of such officer or employee[;]” and,

Whereas, Arbitration awards issued by the Voluntary Labor Arbitration Tribunal recognize the past practice of City Council holding hearings for police officers who have been denied representation (*see* Grievance Nos. 79-237, 82-055, 90-047, and 92-200/92-202); **Now Therefore Be It**

Resolved, That, pursuant to the above and MCL 15.268(a), a closed session is to be held on **Tuesday, October 18, 2022** for the purpose of conducting a hearing related to the following:

Legal Representation and Indemnification in lawsuit of Tyriq Reddic v Anthony Smith, *et al*; Civil Action Case No.: 21-016603-NZ for Sergeant Daniel Austin, Badge No. S-701; and Be It Further

Resolved That, the Law Department’s recommendation is to **DENY** indemnification of Daniel Austin in this matter, which will be discussed with Law Department attorneys, representatives from the Detroit Police Department, Daniel Austin and counsel, representatives from the Detroit Police Officer’s Association, as well as attorneys from the Legislative Policy Division; **and Be It Further**

Resolved That the hearing is scheduled at **2:40 p.m.; and Be It Finally**

Resolved That a copy of this resolution be timely provided to the Detroit Police Officer’s Association, Detroit Police Department Administration, and Corporation Counsel.



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement
FILE NUMBER: OCFO-Office of Contracting &
Procurement-1639

RE:

Submitting Reso. Autho. Contract No. 6004572

SUMMARY:

6004572 100% Capital Funding – To Provide Architectural Design, Construction and Renovations on the 11th Floor. Services include Architectural/Engineering Services, Consulting Services, Construction Services, Technology Professional Services, Technology Specialty Items Purchase and Installation, and Security Systems Coordination and Installation. – Contractor: Detroit Building Authority – Location: 1301 Third Street, Suite 328, Detroit, MI 48226 – Contract Period: Upon City Council Approval through July 12, 2025 – Total Contract Amount: \$3,000,000.00. **MAYOR'S OFFICE**

RECOMMENDATION:

6004572 100% Capital Funding – To Provide Architectural Design, Construction and Renovations on the 11th Floor. Services include Architectural/Engineering Services, Consulting Services, Construction Services, Technology Professional Services, Technology Specialty Items Purchase and Installation, and Security Systems Coordination and Installation. – Contractor: Detroit Building Authority – Location: 1301 Third Street, Suite 328, Detroit, MI 48226 – Contract Period: Upon City Council Approval through July 12, 2025 – Total Contract Amount: \$3,000,000.00. **MAYOR'S OFFICE**

BY Choose an item.

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

RESOLVED: that Contract No. 6004572 referred to in the foregoing communication dated October 6, 2022 be hereby and is approved.

DEPARTMENTAL CONTACT:

Name: Alexandria Vaughn-Powe
Position: Procurement Assistant



DEPARTMENTAL SUBMISSION

DEPARTMENT: Office of Inspector General
FILE NUMBER: Office of Inspector General-0008

*** RE:**

Submitting report related to: OIG 2022 3rd Quarter Report

*** SUMMARY:**

Office of Inspector General 2022 3rd Quarter Report

*** RECOMMENDATION:**

Receive and File

*** DEPARTMENTAL CONTACT:**

Name: Ellen Ha
Position: Inspector General

***=REQUIRED**

Quarterly Report

3rd Quarter

July 1, 2022 – September 30, 2022



October 10, 2022

Ellen Ha, Esq., CIG
Inspector General

Message from the Inspector General



I can hardly believe three quarters of Calendar Year 2022 are now behind us, or that I am now well into the fifth of my six-year term. Despite COVID and its related challenges and interruptions, we have been able to finalize some of our investigations and audit this quarter, which are summarized in this report. The following highlights some of the changes we've implemented within our office and shows how much we can achieve when we work together.

New Format and Additional Information in the Office of Inspector General (OIG) Quarterly Reports

Some of you may have noticed that our last quarterly report was reformatted to include additional information. I point this out to recognize the contributions made by each one of the OIG staff. No complaint would have been processed and no investigation or investigative forensic audit would have been completed without the hard work by my staff.

Publication of *Good Government* Newsletters

In addition, as some of you may have noticed, we began publishing *Good Government* newsletters on a seasonal basis starting this calendar year. The newsletter reflects the collaborative work of all OIG staff, including our administrative support staff. As evident in the newsletter, each person in the office contributes to the publication of the *Good Government*.

Interim Suspensions and Debarments

During the last quarter, we issued interim suspensions to a demolition contractor, its owners, and a managing member, which were ultimately rescinded by this office during this quarter in September. However, the suspensions could not have been issued and rescinded by our Office, without the cooperative effort from the City Council, the Office of Contracting & Procurement, the Law Department, Civil Rights, Inclusion & Opportunity Department (CRIO), and the contractor at issue.

In addition to the rescission of the suspensions, the OIG initiated and completed debarment of several companies providing asbestos abatement and air monitoring services. We could not have issued the debarments without the cooperative effort from the Detroit Land Bank Authority (DLBA), the Special Inspector General for Troubled Asset Relief Program (SIGTARP), the Michigan Attorney General's Office (AGO), and the Demolition Department.

Prosecution and Restitution

The debarments of the above-referenced asbestos abatement and air monitoring companies and the individuals began with our investigations, in collaboration with the DLBA and the SIGTARP. Because of criminality, pursuant to the Charter, this matter was referred to the AGO and we suspended our investigation pending the result of prosecution. The owner of the asbestos company ultimately pled guilty to one count of false pretenses for the violation of the Michigan

Asbestos Abatement Contractors Licensing Act. As such, the defendant was sentenced to two years of probation, as well as making restitution for underreporting of Michigan Department of Licensing and Regulatory Affairs (LARA) fees, and 100 hours of community service. Therefore, when the OIG issued the debarments against the companies and the individuals, our findings were not disputed or appealed to City Council.

In addition, an investigation we initiated in early 2020 culminated in the successful prosecution resulting in a plea agreement during this quarter. The investigation pertained to an individual who was receiving spousal pension benefits from the City's Police and Fire Retirement System (PFRS) by fraudulent means. As required by the Charter, we referred the matter to the Wayne County Prosecutors Office (WCPO). The collaborative effort between the OIG and the WCPO resulted in holding the individual who commit fraud against the City accountable for their actions. We worked with the WCPO so that the plea agreement would include restitution payments to the PFRS as well as a letter of apology to the PFRS.

As such, the defendant entered into a plea agreement which required her to submit payment of \$6,000.00 towards the restitution payment of \$50,000.00 and a letter of apology to the PFRS prior to the sentencing date. The plea agreement also included 3 years of probation, during which time the defendant is to complete making restitution payments in the full amount of \$50,000.00 to the PFRS, and 100 hours of community service. Lastly, an Order was entered to stop PFRS from issuing any further benefit payment to the defendant.

Accountability

One of the important aspects of the duties and responsibilities of the OIG is not only to identify abuse, waste, fraud, and corruption, but to prevent them in the future. Therefore, findings made by the OIG can result in rethinking how we, the City, process certain matters. Our findings can also serve as deterrence. For example, we can hold contractors and subcontractors accountable by suspending or terminating their existing contracts or by debarring them for years certain from doing business with the City. In addition, we make referrals to prosecuting authorities when appropriate and seek restitution on behalf of the City when possible. We can also make recommendations for City departments and agencies to consider and implement the recommended changes where feasible.

Importance of Cooperation and Collaboration

Sometimes, in our effort to work together and move forward, we may first have to resolve our differences or simply agree to disagree in order to take the next step. To work together, we must first acknowledge that no matter the title, each of us has an assigned or a designated role to play in how the City operates and services the public. To move forward, sometimes, we must look beyond our own self-interest and must be willing to leave our comfort zone to do what must be done for the greater good. We all have a job to do, but we can do a better job if we all cooperate and work together with mutual respect and trust.

Introduction

Prior to filing for bankruptcy in 2013, the City of Detroit suffered another negative historic moment in 2008. At the request of the Detroit City Council, then Governor Jennifer Granholm presided over a forfeiture hearing of then Mayor Kwame Kilpatrick, who was criminally charged with public corruption and eventually sentenced to a lengthy prison term.

Shortly thereafter, the 2009 Charter Commission was created to review and recommend certain revisions to the Charter. The people of the City of Detroit later adopted the Commission's recommendations on November 8, 2011, to ensure such negative history does not repeat itself. The 2012 Detroit City Charter therefore contains lessons learned in 2008 and the prior years.

More specifically, the 2012 Charter of the City of Detroit created the Office of Inspector General (OIG); and provided the OIG with independent authority "to ensure honesty and integrity in City government."

Although the creation of the OIG appears to make the Inspector General (IG) omnipotent over all branches of City government and contractors, its powers are limited under the Charter.

Specifically, Section 7.5-305 of the Charter limits the jurisdiction of the IG to "the conduct of any Public Servant and City agency, program or official act, contractors and subcontractors . . . business entities . . . and persons" seeking certification or who are participating in "any city programs."

Section 7.5-306 of the Charter further restricts the power and the authority of the IG to "investigate. . . in order to detect and prevent waste, abuse, fraud and corruption;" and to report such matters and/or recommend certain actions be taken in accordance with Sections 7.5-308 and 311.

To conduct such investigation, Section 7.5-307 of the Charter provides the IG with the power to subpoena witnesses and evidence; to administer oaths and take testimony of individuals; to enter and inspect premises; and to enforce the same.

The Charter further requires that every public servant, contractor, subcontractor, licensee, applicant for certification to cooperate in the IG's investigation, as failure to do so would subject that person "to forfeiture of office, discipline, debarment or any other applicable penalty." See, Section 7.5-310.

To encourage individuals to report "waste, abuse, fraud and corruption," Section 7.5-313 requires all investigative files to be confidential except where production is required by law; and Section 7.5-315 prohibits retaliation against any persons who participate in the IG's investigation.

In keeping with due process, Section 7.5-311 of the Charter requires that when issuing a report or making recommendations "that criticizes an official act," the affected party be allowed "a reasonable opportunity to be heard at a hearing with the aid of counsel."

Since all governmental bodies must be held accountable in their role, the Charter requires that the IG issue quarterly reports to the City Council and the Mayor, which shall be made public and published on the City's website. See, Section 7.5-306.

The Detroit Office of Inspector General is a proud and active member of the Association of Inspectors General (AIG). The Association is the professional organization for offices dedicated to government accountability and oversight. The Detroit Office of Inspector General was founded on the model principals of the Association, and the OIG staff participated in AIG training and received their certification in their area of discipline.

How OIG Complaints Are Resolved

All complaints submitted to the OIG, regardless of the method, are given a complaint number and assigned to an OIG staff member for further review. Based on initial review of the complaint, the Inspector General may:

- 1) Close the complaint and open an investigative file with a new file number;
- 2) Have an OIG employee follow-up with the complainant to obtain additional information pertaining to the complaint; or
- 3) Close the complaint without opening an investigation.

If the Inspector General elects to close the complaint without opening an investigation, one or more of the following actions will be taken:

- 1) The OIG will send a letter or an email to the complainant, or call the complainant, stating that we have decided not to investigate your complaint or that we are closing the complaint;
- 2) Refer the complaint to another department, agency, or legal entity, such as the City's Ombudsman's Office, Detroit Police Department, City of Detroit Buildings, Safety Engineering, and Environmental Department, Wayne County Sheriff or Prosecutor's Office, FBI, Michigan Department of Health and Human Services, or a legal aid office; or
- 3) The OIG will close the complaint without notifying the complainant. This usually occurs when the complainant has not left contact information or if the OIG does not believe it is appropriate to contact the complainant¹.

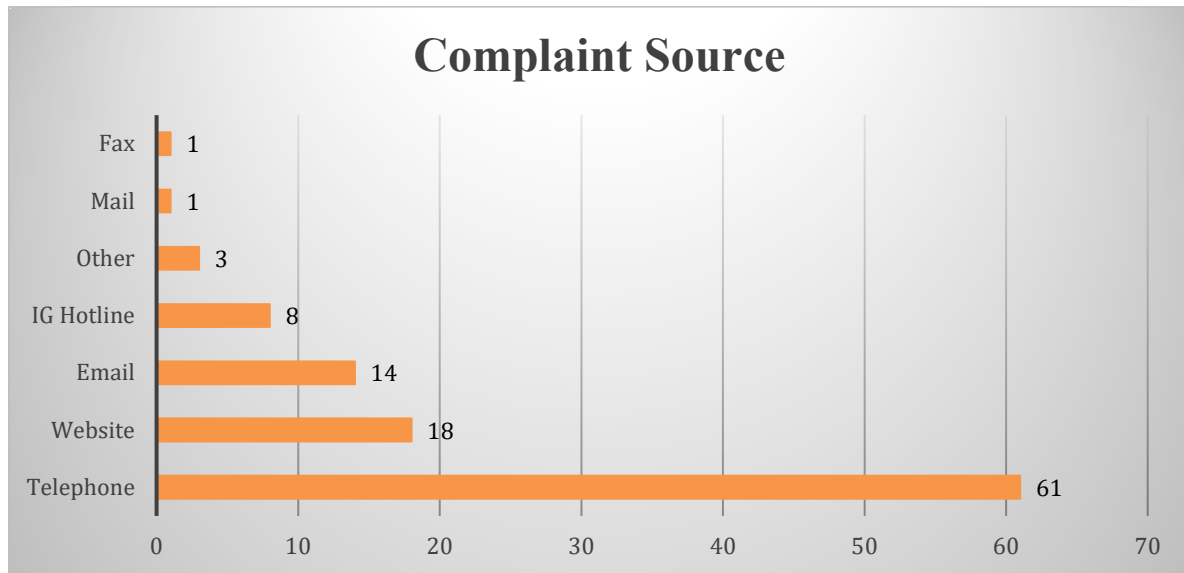
Based on the OIG's historical data, most of the complaints received by the OIG do not result in an investigation. However, every complaint is carefully reviewed before the complaint is closed without additional action or referred to another agency. For more information on how complaints are resolved, please visit www.detroitmi.gov/inspectorgeneral.

¹ For example, on occasion, two complainants with competing interests will file separate complaints with the OIG. If the OIG has a reasonable suspicion that criminal charges may result from a law enforcement investigation, the OIG will not notify either complainant before referring the case and closing it.

2022 3rd QUARTER COMPLAINT STATISTICS

(July 1, 2022 - September 30, 2022)

Sources of Complaints Received by the OIG in the 3rd Quarter



Categories of Complaints Received by the OIG in the 3rd Quarter



How Complaints Were Resolved by the OIG in the 3rd Quarter

| | |
|--|------------|
| Complaints Pending Prior to Quarter | 21 |
| Complaints Received During the Quarter | 106 |
| Total | 127 |
| Open investigative files | 6 |
| Open audit files | 0 |
| Pending | 9 |
| Referral | 64 |
| Decline investigation (No Action) | 48 |
| Total | 127 |

The statistics above show the OIG actively worked on 127 complaints this quarter. By the end of the quarter, 70 of the 127 complaints were resolved by either opening a new investigation or referring the matter to the appropriate agency for investigation. The OIG declined to investigate 48 of the 127 complaints. As of September 30, 2022, the OIG still had 9 complaints pending.

How OIG Investigations Are Conducted and Resolved

The OIG may initiate an investigation based on information received in the complaint or on its own initiative.

An investigation is initiated when an Investigative File is opened and an auditor(s) and/or investigator(s) is/are assigned to the file.

An investigation would generally involve one or more of the following:

- 1) Interview of complainant(s) and/or witness(es);
- 2) Acquisition of evidence and/or documents and review of the same; and
- 3) Analyses of the evidence and/or documents reviewed, including forensic audit or review.

An OIG investigation may result in findings by the OIG which substantiate the complainant's allegation of waste, abuse, fraud or corruption in the City's operation or personnel or that of its contractors and/or subcontractors.

In some instances, although the complainant's allegations do not equate to waste, abuse, fraud or corruption, during the investigation of the allegations, the OIG may find other evidence of waste, abuse, fraud or corruption that was not contained in the initial complaint. In such instances, the OIG may initiate an investigation on its own initiative.

Likewise, if the investigation reveals that criminal activity may be involved, pursuant to Section 7.5-308 of the 2012 Charter of the City of Detroit (the Charter), the Inspector General is required to "promptly refer the matter to the appropriate prosecuting authorities."

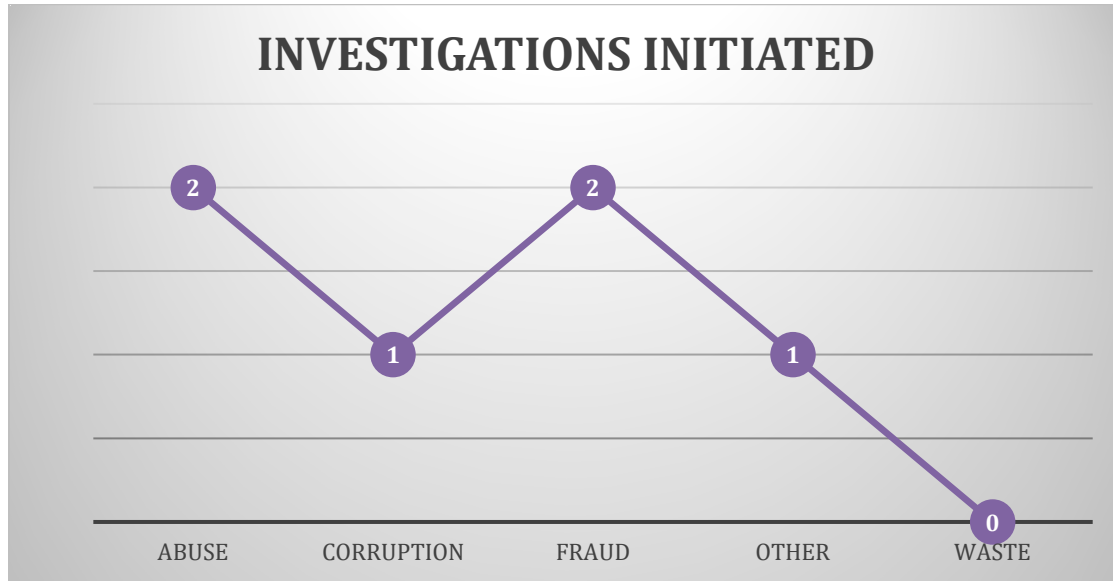
Pursuant to Section 7.5-311(1) of the Charter, "no report or recommendation that criticizes an official act shall be announced until every agency or person affected [by the report or recommendation] is allowed a reasonable opportunity to be heard at a hearing with the aid of counsel." Therefore, when our draft findings are critical, we send a copy of our draft findings, either as a draft memorandum or as a draft report to the affected parties. Thereafter, pursuant to the OIG's Administrative Hearing Rules (Hearing Rules), the parties have 14 calendar days to either provide a written response and/or seek an administrative hearing. Reports and memorandums are not finalized until the Administrative Hearing process has concluded. For additional information on this process, please visit our website at www.detroitmi.gov/inspectorgeneral.

The OIG summarizes the findings of the investigation in the OIG's final memorandum. At times, the OIG can elect to issue a formal final report instead of an internal memorandum. All formal final reports have been and will continue to be published on-line. In addition, from time to time, we exercise our discretion to publish some of our internal memoranda through the City and the OIG's website at: www.detroitmi.gov/inspectorgeneral. For more information on what type of reports and memorandums are published, please visit our website. You can also find copies of previously posted reports and memorandums.

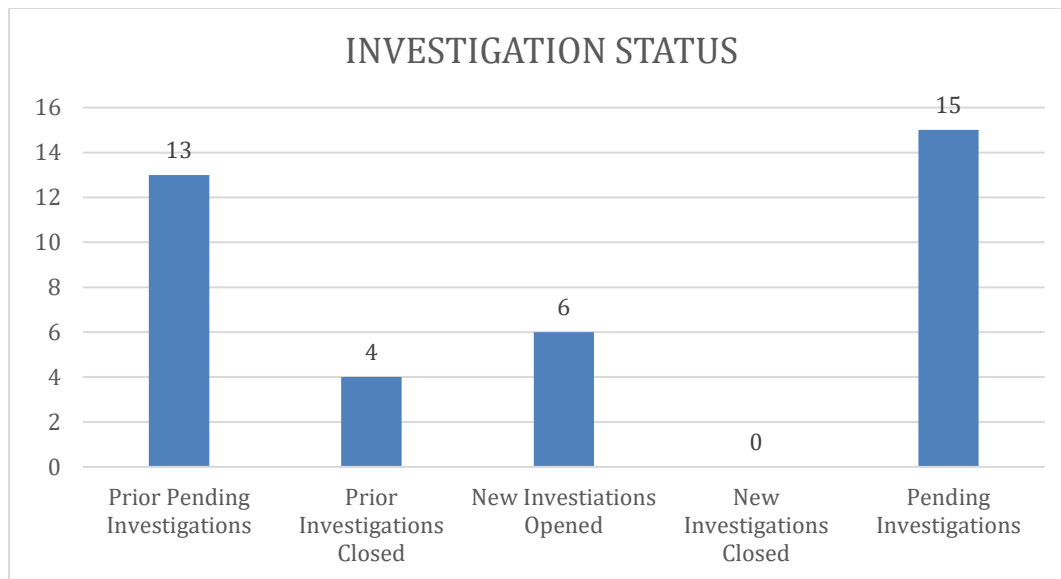
2022 3rd QUARTER INVESTIGATION STATISTICS

(July 1, 2022-September 30, 2022)

Categories of OIG Investigations Initiated by the OIG in the 3rd Quarter



Status of OIG Investigations in the 3rd Quarter



The statistics above show the OIG had 19 active investigations during the quarter. By the end of the quarter, 4 of the 19 investigations were closed. As of September 30, 2022, the OIG still had 15 investigations pending.

Summary of Investigations Closed in the 3rd Quarter of 2022

The following reflects four investigations the OIG closed in the 3rd Quarter of 2022 with an accompanying synopsis for each investigation.

18-0021-INV

The OIG received a complaint that alleged 48 of the 84 properties abated by BBEK failed the Post Abatement Verification (PAV). The OIG placed this investigation on hold pending the outcome of the criminal review and prosecution of 19-0028-INV involving BBEK and its owner. After Mr. Woods' guilty plea on June 2, 2022, the OIG was able to complete this investigation. The OIG found that find BBEK employees either knowingly falsified documentation related to the removal of asbestos containing material indicating all work was complete when it clearly was not, ignored asbestos containing material left in place during the final inspection, or purposefully neglected to inspect the properties after the work was completed.

19-0028-INV

The OIG received a complaint that alleged BBEK Environmental, LLC (BBEK), Kevin Woods, HC Consulting Services (HC Consulting), James Harvey, Green Way Environmental (Green Way), and William Scully violated the Asbestos Abatement Contractors Licensing Act (the Act). The Act requires an abatement contractor to hire an independent and neutral third party to conduct air monitoring after the removal of asbestos containing material.

In August 2019, the OIG issued an interim suspension to BBEK, Mr. Woods, HC Consulting, Mr. Harvey, Green Way, and Mr. Scully pursuant to Section 18-11-10(a) of the City of Detroit Debarment Ordinance. The OIG's preliminary review of records and information suggested that these companies and their owners were involved in improper and possible criminal activity which included violations of the Act. Therefore, the OIG issued interim suspensions because BBEK, Green Way, and HC Consultants perform asbestos abatement services which could impact the health, safety, and welfare of Detroit residents.

Due to the possibility of criminality, pursuant to Section 7.5-308 of the Charter of the City of Detroit (the Charter), the OIG referred the matter to the Office of the Special Inspector General for the Troubled Asset Relief Program (SIGTARP). It is important to note that Section 18-11-10 of the City of Detroit Debarment Ordinance limits the ability of the OIG to issue interim suspensions of up to 180 days. In addition, because the matter was referred to SIGTARP, the OIG could not pursue further investigation of this matter or initiate further actions against the parties named above, such as debarment, until the conclusion of the criminal investigation and any resulting prosecution.

On June 2, 2022, Kevin Woods pled guilty to one count of false pretenses for a violation of the Act and was sentenced to two years of probation, restitution for underreported Michigan Department of Licensing and Regulatory Affairs (LARA) fees, and 100 hours of community service. On June 15, 2022, the OIG finalized its draft report and provided a copy, along with the Debarment Ordinance and OIG's Administrative Hearing Rules, to the impacted companies and individuals. BBEK, HC Consulting, Green Way, Mr. Woods, Mr. Harvey, and Mr. Scully had

until June 29, 2022 to request an administrative hearing and until July 13, 2022 to submit a written response.

On June 23, 2022, the OIG attorney spoke with the attorney for BBEK and Mr. Woods. The attorney indicated his clients would not be requesting an administrative hearing but would submit a response in writing. On July 11, 2022, the OIG received a written response from BBEK's attorney which is attached to the report. On June 30, 2022, the attorney for HC Consulting and Mr. Harvey sent an email stating that his clients were not contesting the debarment. Mr. Scully's attorneys never responded to the OIG's multiple emails regarding this matter. However, the OIG received the Certified Mail Return Receipt postcard from both of Mr. Scully's attorneys which verifies that they received the draft debarment report and relevant information and deadlines if they wanted to contest the findings. Therefore, we deem Green Way and Mr. Scully as not contesting the OIG findings contained in the draft report.

The OIG has determined the following based on a preponderance of the evidence:

- BBEK Environmental, LLC shall be debarred for 20 years with an effective date of August 5, 2019 and an end date of August 5, 2039.
- Kevin Woods shall be debarred for 20 years with an effective date of August 9, 2019 and an end date of August 9, 2039.
- HC Consultants shall be debarred for 20 years with an effective date of August 5, 2019 and an end date of August 5, 2039.
- James Harvey shall be debarred for 5 years with an effective date of August 9, 2019 and an end date of August 9, 2024.
- Green Way Environmental shall be debarred for 20 years with an effective date of August 5, 2019 and an end date of August 5, 2039.
- William Scully shall be debarred for 5 years with an effective date of August 9, 2019 and an end date of August 9, 2024.

Pursuant to Section 18-11-4 (b) of the Debarment Ordinance, BBEK, HC Consulting, Green Way, Kevin Woods, James Harvey, and William Scully are also precluded from serving as a "subcontractor or as a goods, services or materials supplier for any contract" for the City of Detroit. Additionally, because Mr. Woods, Mr. Harvey, and Mr. Scully, as individuals, are debarred, no company they own, are an officer for, or have a direct or indirect financial or beneficial interest in may do business with the City of Detroit as a contractor or subcontractor for the period of debarment.

20-0001-INV

The OIG received a complaint that alleged an individual fraudulently collected pension benefits from the City of Detroit Police and Fire Retirement System (PFRS). Specifically, the complainant asserted that the individual remarried in another state but did not change her last name because she wanted to continue collecting her former husband's pension benefits. Based on the OIG investigation, we found that the individual began receiving monthly pension benefits following her late husband's death in 1982. She intentionally concealed the change in her marital status in 1999 in an attempt to continue receiving pension benefits, in violation of PFRS pension rules. The failure to disclose this information constitutes fraud resulting in a financial loss to PFRS in the amount of \$184,238.87.

Section 7.5-308 of the City of Detroit Charter requires the Inspector General to refer a matter to the appropriate prosecuting authorities if she has probable cause to believe that a crime was committed. Therefore, the OIG referred this matter to the Wayne County Prosecutor's Office for review. The individual was charged with a two-count Felony for False Pretenses \$100,000 or More and Stolen Property-Receiving and Concealing \$20,000 or More. She subsequently pled guilty to a reduced charge of Obtaining Money by False Pretenses and was sentenced to probation for three years, 100 hours of community service, and ordered to pay \$50,000 in restitution. At sentencing, the individual paid \$6,000 in partial restitution and agreed to pay the remaining balance over the duration of her probation. She also submitted a letter of apology to the PFRS acknowledging her actions and agreed to relinquish any rights to further pension benefits from the City of Detroit.

The OIG also recommended that PFRS develop policies to ensure pensioners are accurately reporting truthful information. PFRS should also develop policies that state that if a pensioner is charged with fraudulently receiving benefits, such benefits will be put in escrow pending the outcome of the criminal matter. If convicted, the pensioner would then forfeit all benefits in escrow, pay restitution on all ill-gotten proceeds, as well as forfeit any future pension benefits. The OIG further recommends that PFRS work with their attorneys in drafting this language to ensure this complies with all applicable laws.

22-0003-INV

On February 24, 2022, the OIG received a complaint that alleged that Inner City Contracting (ICC) submitted fraudulent information and documentation to the Civil Rights Inclusion and Opportunity Department (CRIO) which resulted in ICC being awarded Detroit Based Business (DBB), Detroit Small Business (DSB), and Detroit Headquartered Business (DHB) certifications. It was further alleged that the certifications resulted in ICC being awarded demolition contracts set aside for companies that legitimately met the qualifications for the CRIO certifications. After 4 months of investigation with less than ideal cooperation, the OIG issued interim suspensions to the parties pursuant to the City's Debarment Ordinance, based on the information collected and analyzed by the OIG at that time.

After the OIG issued the interim suspensions, the parties began to fully cooperate with the OIG investigation. They submitted detailed and timely written responses and produced hundreds of pages of documents, much of which was previously requested by the OIG but not submitted previously. The parties also requested an administrative hearing pursuant to the City's Charter and the OIG's Administrative Hearing Rules. The hearing was held on July 26, 2022.

Based on all evidence and information collected and analyzed by the OIG, we now find that ICC did not fraudulently obtain DHB, DBB, or DSB certifications from CRIO. As such, ICC is eligible to have their bids considered by the City of Detroit and may be awarded City of Detroit contracts. ICC may also serve as a subcontractor or as a goods, services, or materials supplier for any contract.

Further, based on the information gathered during the OIG investigation, we also made the following recommendations:

1. CRIO should strengthen its certification process by adding an analytical component to its document review process. This will help ensure that certifications and resulting benefits are awarded to actual Detroit-based businesses that meet the requirements as established by the City.
2. The Law Department should review the Finance Ordinance to determine if it should be amended to provide more clarity to CRIO and certification applicants on the certification requirements.
3. CRIO should provide more clarity to contractors on the City's certification requirements through contractor meetings, informational sessions, and/ or written communications.
4. ICC should continue to fully cooperate with all City department requests and ensure compliance with all City rules and policies.

How OIG Audits Are Conducted and Resolved

The OIG's Forensic Auditors are specially trained to investigate programs, practices, and financial transactions to obtain evidence of fraud, abuse, waste, and corruption in City of Detroit government. The Forensic Auditors use this expertise to identify fraud risks, detect the misappropriation of City assets and make recommendations to prevent future incidents. In addition, OIG Forensic Auditors review various programs, policies, and procedures to determine whether they are sufficient to detect and prevent fraud, abuse, waste, and corruption. The OIG may initiate an audit based on information received in the complaint or based on an assessment of risk.

An audit generally involves performing one or more of the following:

- 1) A preliminary survey to gather background information and identify audit objectives.
- 2) A risk assessment to identify areas of concern.
- 3) Interviews department staff and leadership.
- 4) Review of requested documents.
- 5) Analytical procedures for detailed testing.

An OIG audit may result in findings that identify actual incidents, or actions that increase the risk of, waste, abuse, fraud, or corruption in the City's operations. If the audit reveals that criminal activity may be involved, pursuant to Section 7.5-308 of the 2012 Charter of the City of Detroit (the Charter), the Inspector General is required to "promptly refer the matter to the appropriate prosecuting authorities." An audit can also result in an OIG investigation.

A report is drafted at the end of each audit that includes any conditions that increase the risk of fraud, abuse, waste, and corruption as well as recommendations to mitigate the conditions identified during the audit. Pursuant to Section 7.5-311(1) of the Charter, "no report or recommendation that criticizes an official act shall be announced until every agency or person affected [by the report or recommendation] is allowed a reasonable opportunity to be heard at a hearing with the aid of counsel." Therefore, when our draft findings are critical, we send a copy of our draft findings, either as a draft memorandum or as a draft report to the affected parties. Thereafter, pursuant to the OIG's Administrative Hearing Rules (Hearing Rules), the parties have 14 calendar days to either provide a written response and/or seek an administrative hearing. Reports are not finalized until the Administrative Hearing process has concluded. For additional information on this process, or to see copies of our audit reports, please visit our website at www.detroitmi.gov/inspectorgeneral.

Status of OIG Audits in the 3rd Quarter

| | |
|--|---|
| Audits Pending Prior to 3 rd Quarter | 1 |
| Prior Audits Closed During 3 rd Quarter | 1 |
| New Audits Opened in the 3 rd Quarter | 0 |
| New Audits Closed in the 3 rd Quarter | 0 |
| Audits Pending as of 9/30/2022 | 0 |

Summary of the OIG Audit Closed in the 3rd Quarter of 2022

21-0003-AUD

The audit of the Detroit Department of Water and Sewerage's (DWSD Corporate Credit Cards revealed the policy was not consistently enforced regarding supporting documentation requirements, reconciliation of monthly credit card expenses, and adherence to filing deadlines. There were also concerns about purchases made via credit card that may not be in compliance with DWSD's Procurement Policy. Finally, the credit cards were used for purchases that were prohibited by the policy, such as gift cards for employees, or questionable purchases the policy did not address, such as food purchases during a work lunch. The OIG made several recommendations to DWSD on how to strengthen and better enforce their policy. DWSD's agreed with the OIG's recommendations and had already begun the process to strengthen the policy prior to the finalization of the audit. A follow-up audit will be conducted after 2 years.

Office of the Inspector General Organizational Structure: 3rd Quarter of 2022

Between July 1, 2022, and September 30, 2022, the City of Detroit Office of the Inspector General (OIG) consisted of the following individuals:

Ellen Ha, Esq., CIG, **Inspector General**
Kamau Marable, CIG, **Deputy Inspector General**
Jennifer Bentley, Esq., CIGI, **OIG Attorney**
Edyth D. Porter-Stanley, CIGA, CFE, **Forensic Auditor**
Beverly L. Murray, CIGA, CFE, **Forensic Auditor**
Kelechi Akinbosedede, Esq., CIGI, **Investigator**
April Page, **Investigator**
Kasha Graves, **Administrative Assistant**
Tracey Neal, **Administrative Assistant**

OIG Contact Information

Via Internet: www.detroitmi.gov/inspectorgeneral

(The website is on a secure server, which allows individuals to provide information on a secure electronic report form 24 hours a day, 7 days a week.)

Via Telephone Hotline: 313-964-TIPS (8477)

Via OIG Telephone Line: 313-628-2517

Via Mail: City of Detroit Office of Inspector General
615 Griswold, Suite 1230
Detroit, Michigan 48226

Via Email: oig@detoig.org or Suggestions@detoig.org

You can also visit the OIG at the address above to file a complaint in person.



CITY OF DETROIT

MARY SHEFFIELD

COUNCIL PRESIDENT

MEMORANDUM

To: Conrad Mallett, Corporation Counsel, Law Department

Through: Latisha Johnson, Chairperson, Internal Operations Standing Committee

From: Council President Mary Sheffield submitting memorandum relative to

Date: 10/9/2020

RE: Request for Law Department to provide resolution to proclaim November as Family Court Awareness Month

SUMMARY:

November is Family Court Awareness Month. The month of November provides an excellent opportunity for our City of Detroit to demonstrate its support in recognizing the importance of a family court system that prioritizes child safety and acts in the best interest of children.

Please review the information below and prepare an official resolution to proclaim November as Family Court Awareness Month.

Here is the proposed wording for the resolution:

WHEREAS, the mission of the Family Court Awareness Month Committee (FCAMC) is to increase awareness on the importance of a family court system that prioritizes child safety and acts in the best interest of children, and;

WHEREAS, the mission at the FCAMC is fueled by the desire to create awareness and change in the family court system for the conservatively estimated, 58,000 children a year ordered into unsupervised contact with abusive parents, while honoring the hundreds of children who have been reported as murdered during visitation with a dangerous parent, and;

WHEREAS, the mission of the FCAMC is to increase awareness on the importance of empirically-based education and training on domestic violence and child abuse, including emotional, psychological, physical, and sexual abuse, as well as childhood trauma, coercive control, and post separation abuse for judges and all professionals working on cases within the family court system, and;

WHEREAS, the mission of the FCAMC is to increase awareness on the importance of using scientifically valid, evidence-based, treatment programs and services that are proven in terms of safety, effectiveness, and therapeutic value, and;

WHEREAS, the mission at the FCAMC is to educate judges and other family court professionals on evidence-based, peer-reviewed research. Such research is a critical component to making decisions that are truly in the best interest of children. This research includes The Adverse Childhood Experiences (ACEs) Study (co-principal investigator: Vincent Felitti, Kaiser Permanente-CDC); Child Custody Evaluators' Beliefs About Domestic Abuse Allegations (principal investigator: Daniel Saunders, University of Michigan, sponsored by the National Institute of Justice); and Child Custody Outcomes in Cases Involving Parental Alienation and Abuse Allegations (principal investigator: Joan S. Meier, GW Law School, sponsored by the National Institute of Justice), and;

NOW, THEREFORE, I, _____ hereby declare the Month of NOVEMBER, to be FAMILY COURT AWARENESS MONTH.

If you have any questions, please contact Yvonne Ragland from my office at yvonne.ragland@detroitmi.gov.

Cc: Honorable Colleagues
City Clerk

DEPARTMENTAL CONTACT:

Name: Yvonne Ragland

Position: Junior Policy Analyst



CITY OF DETROIT

MARY SHEFFIELD

COUNCIL PRESIDENT

MEMORANDUM

To: Willie Donwell, Administrator, Board of Review

Through: Latisha Johnson, Chairperson, Internal Operations Standing Committee

From: Council President Mary Sheffield submitting memorandum relative to

Date: 10/10/2020

RE: Request to Reappoint District 5 Board of Review Appointee Maria Muhammad

SUMMARY:

The office of Detroit City Council President Mary Sheffield is requesting to reappoint the District 5 Board of Review Appointee, Maria Muhammad, for the term January 1, 2023 through December 31, 2024.

If you have any questions or need additional information, please contact Yvonne Ragland from my office at yvonne.ragland@detroitmi.gov.

Cc: Honorable Colleagues
City Clerk

DEPARTMENTAL CONTACT:

Name: Yvonne Ragland

Position: Junior Policy Analyst



City of Detroit

CITY COUNCIL

MARY SHEFFIELD
CITY COUNCIL PRESIDENT
DISTRICT 5

MEMORANDUM

TO: Willie Donwell, Administrator, Board of Review
FROM: Mary Sheffield, President, Detroit City Council
DATE: October 10, 2022
RE: Request to Re-Appoint District 5 Board of Review Appointee Maria Muhammad

The office of Detroit City Council President Mary Sheffield is requesting to reappoint our District 5 Board of Review Appointee, Maria Muhammad, for the term January 1, 2023 through December 31, 2024.

If you have any questions or need additional information, please contact Yvonne Ragland from my office at yvonne.ragland@detroitmi.gov.

Cc: Honorable Colleagues
City Clerk



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement
FILE NUMBER: OCFO-Office of Contracting &
Procurement-1643

RE:

Submitting Reso. Autho. Contract No. 6004741

SUMMARY:

6004741 100% City Funding – To Provide Construction Services for a Playground and Fitness Equipment at Bringard-Boulder Park. – Contractor: Michigan Recreational Construction – Location: 18631 Conant, Detroit, MI 48234 – Contract Period: Upon City Council Approval through August 28, 2023 – Total Contract Amount: \$204,500.00.
GENERAL SERVICES

RECOMMENDATION:

6004741 100% City Funding – To Provide Construction Services for a Playground and Fitness Equipment at Bringard-Boulder Park. – Contractor: Michigan Recreational Construction – Location: 18631 Conant, Detroit, MI 48234 – Contract Period: Upon City Council Approval through August 28, 2023 – Total Contract Amount: \$204,500.00.
GENERAL SERVICES

BY Choose an item.

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

RESOLVED: that Contract No. 6004741 referred to in the foregoing communication dated October 6, 2022 be hereby and is approved.

DEPARTMENTAL CONTACT:

Name: Alexandria Vaughn-Powe
Position: Procurement Assistant



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement
FILE NUMBER: OCFO-Office of Contracting &
Procurement-1644

RE:

Submitting Reso. Autho. Contract No. 6003096-A3

SUMMARY:

6003096 100% CDBG Funding – AMEND 3 – To Provide an Extension of Time Only for Construction and Construction Management Services to the Jos Campeau Greenway. – Contractor: Economic Development Corporation of The City of Detroit – Location: 500 Griswold, Suite 2200, Detroit, MI 48226 – Contract Period: Upon City Council Approval through March 31, 2023 – Amended Contract Amount: \$0.00.

HOUSING AND REVITALIZATION

Total Contract Amount: \$ 2,335,186.59

Previous Contract Period: October 1, 2020 through September 30, 2022

RECOMMENDATION:

6003096 100% CDBG Funding – AMEND 3 – To Provide an Extension of Time Only for Construction and Construction Management Services to the Jos Campeau Greenway. – Contractor: Economic Development Corporation of The City of Detroit – Location: 500 Griswold, Suite 2200, Detroit, MI 48226 – Contract Period: Upon City Council Approval through March 31, 2023 – Amended Contract Amount: \$0.00.

HOUSING AND REVITALIZATION

Total Contract Amount: \$ 2,335,186.59

Previous Contract Period: October 1, 2020 through September 30, 2022

BY Choose an item.

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

RESOLVED: that Contract No. 6003096-A3 referred to in the foregoing communication dated October 7, 2022 be hereby and is approved.

DEPARTMENTAL CONTACT:

Name: Alexandria Vaughn-Powe
Position: Procurement Assistant



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement
FILE NUMBER: OCFO-Office of Contracting &
Procurement-1645

RE:

Submitting Reso. Autho. Contract No. 6003976-A1

SUMMARY:

6003976 100% Grant Funding – AMEND 1 – To Provide an Extension of Time Only to Continue Homelessness Solution Services. – Contractor: Cass Community Social Services, Inc. – Location: 11745 Rosa Parks Street, Detroit, MI 48206 – Contract Period: Upon City Council Approval through March 31, 2023 – Amended Contract Amount: \$0.00.

HOUSING AND REVITALIZATION

Total Contract Amount: \$1,745,422.48

Original Contract Period: July 1, 2021 through September 30, 2022

RECOMMENDATION:

6003976 100% Grant Funding – AMEND 1 – To Provide an Extension of Time Only to Continue Homelessness Solution Services. – Contractor: Cass Community Social Services, Inc. – Location: 11745 Rosa Parks Street, Detroit, MI 48206 – Contract Period: Upon City Council Approval through March 31, 2023 – Amended Contract Amount: \$0.00.

HOUSING AND REVITALIZATION

Total Contract Amount: \$1,745,422.48

Original Contract Period: July 1, 2021 through September 30, 2022

BY Choose an item.

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

RESOLVED: that Contract No. 6003976-A1 referred to in the foregoing communication dated October 7, 2022 be hereby and is approved.

DEPARTMENTAL CONTACT:

Name: Alexandria Vaughn-Powe
Position: Procurement Assistant



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement
FILE NUMBER: OCFO-Office of Contracting &
Procurement-1646

RE:

Submitting Reso. Autho. Contract No. 6004646

SUMMARY:

6004646 100% City Funding – To Provide a Residential Rehabilitation for the Property Located at 15434 Burt Road through the Bridging Neighborhoods Program. – Contractor: LeadHead Construction, LLC – Location: 1660 Midland, Detroit, MI 48238 – Contract Period: Upon City Council Approval through July 31, 2023 – Total Contract Amount: \$101,750.00. **HOUSING AND REVITALIZATION**

RECOMMENDATION:

6004646 100% City Funding – To Provide a Residential Rehabilitation for the Property Located at 15434 Burt Road through the Bridging Neighborhoods Program. – Contractor: LeadHead Construction, LLC – Location: 1660 Midland, Detroit, MI 48238 – Contract Period: Upon City Council Approval through July 31, 2023 – Total Contract Amount: \$101,750.00. **HOUSING AND REVITALIZATION**

BY Choose an item.

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

RESOLVED: that Contract No. 6004646 referred to in the foregoing communication dated October 7, 2022 be hereby and is approved.

DEPARTMENTAL CONTACT:

Name: Alexandria Vaughn-Powe
Position: Procurement Assistant



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement
FILE NUMBER: OCFO-Office of Contracting &
Procurement-1647

RE:

Submitting Reso. Autho. Contract No. 6004647

SUMMARY:

6004647 100% City Funding – To Provide a Residential Rehabilitation for the Property Located at 13611 Glenwood through the Bridging Neighborhoods Program. – Contractor: LeadHead Construction, LLC – Location: 1660 Midland, Detroit, MI 48238 – Contract Period: Upon City Council Approval through July 31, 2023 – Total Contract Amount: \$97,900.00. **HOUSING AND REVITALIZATION**

RECOMMENDATION:

6004647 100% City Funding – To Provide a Residential Rehabilitation for the Property Located at 13611 Glenwood through the Bridging Neighborhoods Program. – Contractor: LeadHead Construction, LLC – Location: 1660 Midland, Detroit, MI 48238 – Contract Period: Upon City Council Approval through July 31, 2023 – Total Contract Amount: \$97,900.00. **HOUSING AND REVITALIZATION**

BY Choose an item.

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

RESOLVED: that Contract No. 6004647 referred to in the foregoing communication dated October 7, 2022 be hereby and is approved.

DEPARTMENTAL CONTACT:

Name: Alexandria Vaughn-Powe
Position: Procurement Assistant



DEPARTMENTAL SUBMISSION

DEPARTMENT: Legislative Policy Division - City
Planning
FILE NUMBER: Legislative Policy Division - City
Planning -0211

*** RE:**

Submitting report related to: The request of God's Oldschool Ministry to rezone 18602, 18620, and 18632 John R, 28, 36, and 38 East Golden Gate, and 25, 33, and 35 East Hildale Avenues from an M4 (Intensive Industrial) zoning classification to a B4 (Gene

*** SUMMARY:**

The request of God's Oldschool Ministry to rezone 18602, 18620, and 18632 John R, 28, 36, and 38 East Golden Gate, and 25, 33, and 35 East Hildale Avenues from an M4 (Intensive Industrial) zoning classification to a B4 (General Business) zoning classification (RECOMMEND APPROVAL – ORDINANCE INCLUDED TO SET A PUBLIC HEARING)

*** RECOMMENDATION:**

Recommend Approval

*** DEPARTMENTAL CONTACT:**

Name: Sabrina Shockley
Position: Administrative Assistant

***=REQUIRED**

Lauren Hood, MCD
Chairperson
Donovan Smith
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
Kenneth R. Daniels
David Esparza, AIA, LEED
Ritchie Harrison
Gwen Lewis
Melanie Markowicz
Frederick E. Russell, Jr.

October 3, 2022

HONORABLE CITY COUNCIL

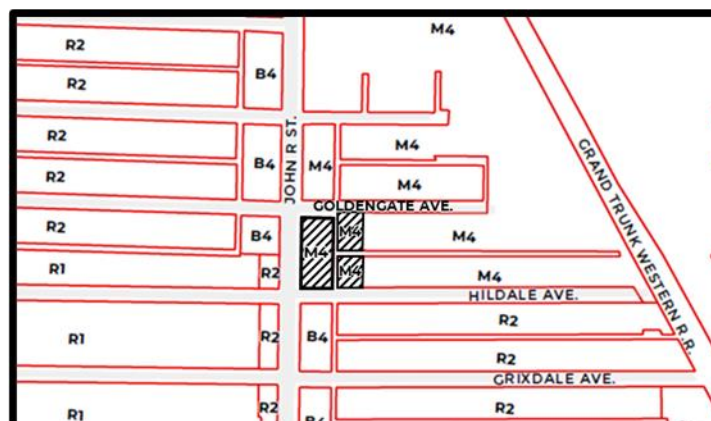
RE: The request of God's Oldschool Ministry to rezone 18602, 18620, and 18632 John R, 28, 36, and 38 East Golden Gate, and 25, 33, and 35 East Hildale Avenues from an M4 (Intensive Industrial) zoning classification to a B4 (General Business) zoning classification (RECOMMEND APPROVAL – ORDINANCE INCLUDED TO SET A PUBLIC HEARING)

The City Planning Commission (CPC) has received a request from God's Oldschool Ministry to amend Article XVII, Section 50-17-19, District Map No. 17 of the 2019 Detroit City Code, Chapter 50, Zoning, to show a B4 (General Business) zoning classification where an M4 (Intensive Industrial) zoning classification is currently shown at 18602, 18620, and 18632 John R, 28, 36, and 38 East Golden Gate, and 25, 33, and 35 East Hildale Avenues. The site is generally located on the east side of John R south of Seven Mile Road.

The proposed map amendment is being requested to permit the development of an academic learning center/daycare along John R with gated playground for children ranging from infants to 13 years of age. Land behind the daycare (to the east) is proposed to include a parking lot and greenspace. The existing M4 district does not permit child care centers.

BACKGROUND AND REQUEST

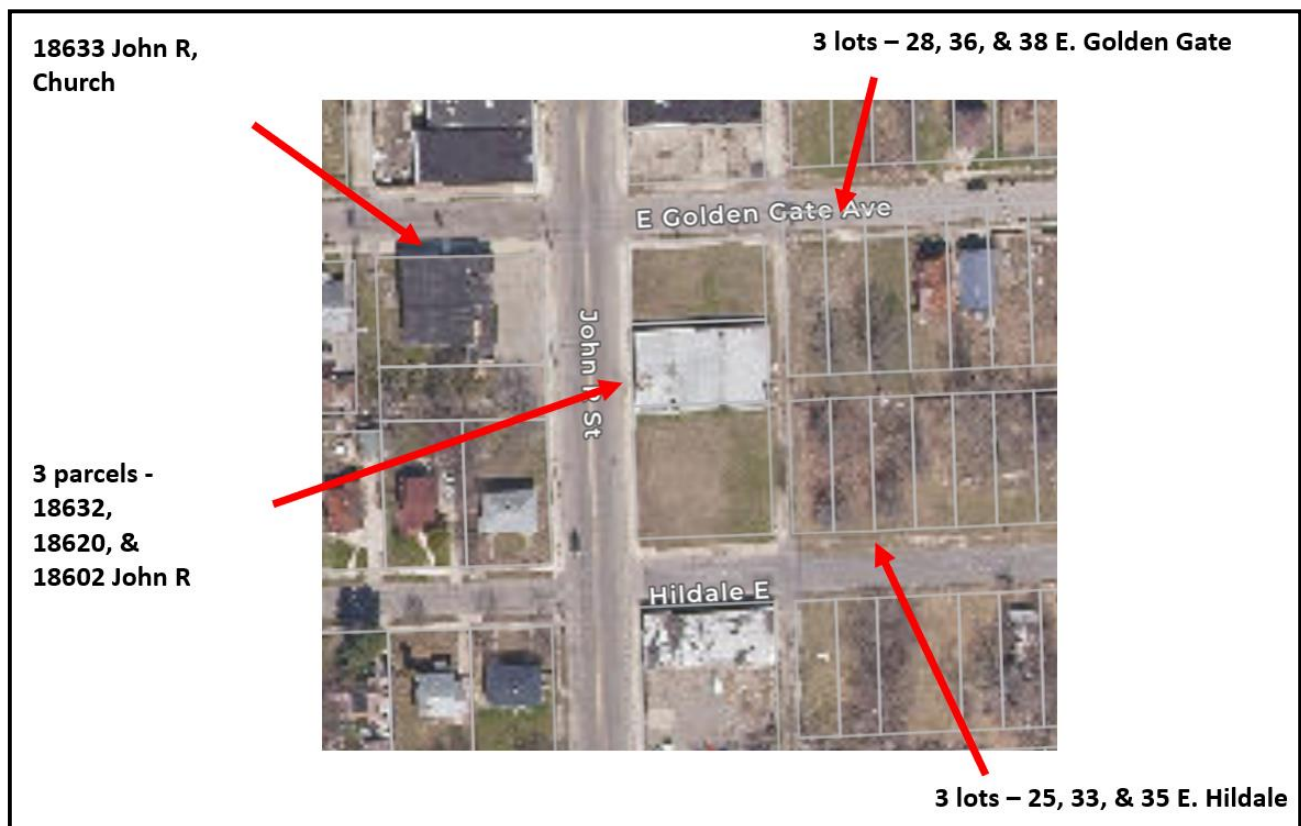
The subject area is located on the east side of John R Road between East Golden Gate Avenue on the north and East Hildale Avenue on the south. The proposed area to be rezoned is shown on the zoning map below.



It appears the land north of East Hildale Avenue and east of John R (adjacent to the railroad) has been zoned industrial since Detroit's first Zoning Ordinance in 1940. The land is zoned industrial even though it contains a mix of industrial, commercial, and residential land uses, as well as vacant land.

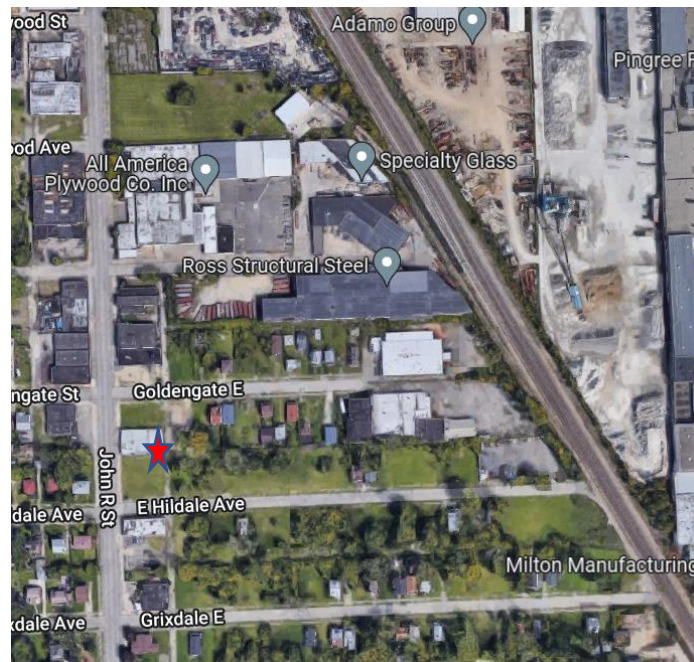
The petitioner currently operates a church on the west side of John R at 18633 John R at the southwest corner of John R and West Golden Gate. The petitioner also owns an existing building across from the church on the east side of John R at 18620 John R, which distributes household items to needy families by appointment.

The church would like to expand the services it offers to the community. The petitioner presently owns the subject three lots on the east side of John R between East Golden Gate and East Hildale Avenues which includes: vacant land at 18632 John R, the 1-story building at 18620 John R, and vacant land at 18602 John R. The petitioner recently purchased three lots on the north side of East Hildale Avenue just east of the alley and is working to purchase three lots on the south side of East Golden Gate east of the alley from the Detroit Land Bank Authority (DLBA). The locations of the subject addresses are shown below.



The petitioner is proposing to develop a child care center on the vacant land to the south at 18602 John R. The petitioner may expand the distribution center onto the vacant land to the north at 18632 John R. As noted, the petitioner is working to purchase the three vacant lots on the south side at 26, 36, and 38 East Golden Gate from the DLBA. The petitioner owns the land on the north side at 25, 33, and 35 East Hildale Avenue and plans to redevelop the six vacant lots east of the alley with a parking lot and green space.

As shown on the above zoning map, all of the blocks in the subject area between John R and the rail line and north of East Hildale are zoned M4. The M4 classification does not allow new neighborhood uses, such as houses or day care centers. As shown on the map below, there exist several industrial buildings along the rail line. There are also residential blocks that have some houses and vacant lots as well. Along East Golden Gate Avenue east of John R, there are about ten single family houses. Most are owned by the same investment company, Angelina Property Investments/K R Enterprise Properties. Over the years, this company has been buying property in the area and rehabbing both industrial and residential buildings; CPC staff and the petitioner spoke with the representative of this company who indicated they were not opposed to the subject rezoning, but did not want the houses or land they owned to be rezoned. The representative indicated they would like to buy additional property in the area, but is still uncertain about development plans, particularly along East Hildale Avenue.



COMMUNITY FEEDBACK & PUBLIC HEARING RESULTS

Pre-hearing Feedback

The subject rezoning is located in City Council District 3. The petitioner indicates they have reached out to the nearby Grixdale Block Club, as well as the District 3 Department of Neighborhoods. The petitioner held a community meeting on February 11, 2022 and indicated 25 persons were present with the following general comments:

- The community is excited for the development the church is bringing to the area
- They hope these services will attract families and other opportunities
- They think the plan for a quality daycare is great idea.

CPC Hearing Results

On April 21, 2022, the City Planning Commission held a public hearing. The Reverend Cathy Long of God's Oldschool Ministry clarified her church purchased land on East Hildale Avenue back in 2004. Reverend Long indicated the rezoning is needed because the existing outreach center is at capacity, and the church would like to bring more services to the community.

One commissioner asked if alley was vacated. It was clarified the adjacent alley is still open and has not been vacated. One commissioner appreciated staff reaching out to the adjacent landowner to discuss the rezoning. One commissioner asked for additional information about the six lots to be rezoned on East Hildale and Goldengate; it was explained the tentative plans are to install a small parking lot, greenspace, and maybe recreation space.

At the hearing, one person spoke in favor of the rezoning. The speaker also asked if there were any environmental threats from the existing adjacent industrial activity. CPC staff clarified the rezoning is to move the subject area away from industrial. The petitioner clarified the primary industry in the area is Ross Steel located further east and the company presents no environmental concerns.

CPC Hearing Follow-up

After the CPC public hearing, CPC staff received a phone call in early May 2022 from the nearby community group, the Emmanuel Community Center, whose building is located two blocks south at 18313 John R. The Emmanuel Community Center inquired about the project and was frustrated it did not know about the April 21st hearing. CPC staff will make sure the Emmanuel Community Center is informed regarding City Council's public hearing on the subject rezoning request.

PLANNING CONSIDERATIONS

Surrounding Zoning and Land Use

The zoning classification and land uses surrounding the subject area are as follows:

- North: M4; developed with a warehouse/industrial buildings and vacant land
- East: M4; developed with residential houses and vacant land
- South: B4 and R2; developed with an auto repair facility at southeast corner of John R and East Hildale and vacant land
- West: B4 and R2; developed with God's Oldschool Ministry Church and a two-family residential structure also owned by the church

PLANNING CONSIDERATIONS

Zoning Ordinance Criteria

Section 50-3-70 of the Detroit Zoning Ordinance lists eight approval criteria on which zoning map amendments must be based. The CPC analysis of the criteria is as follows:

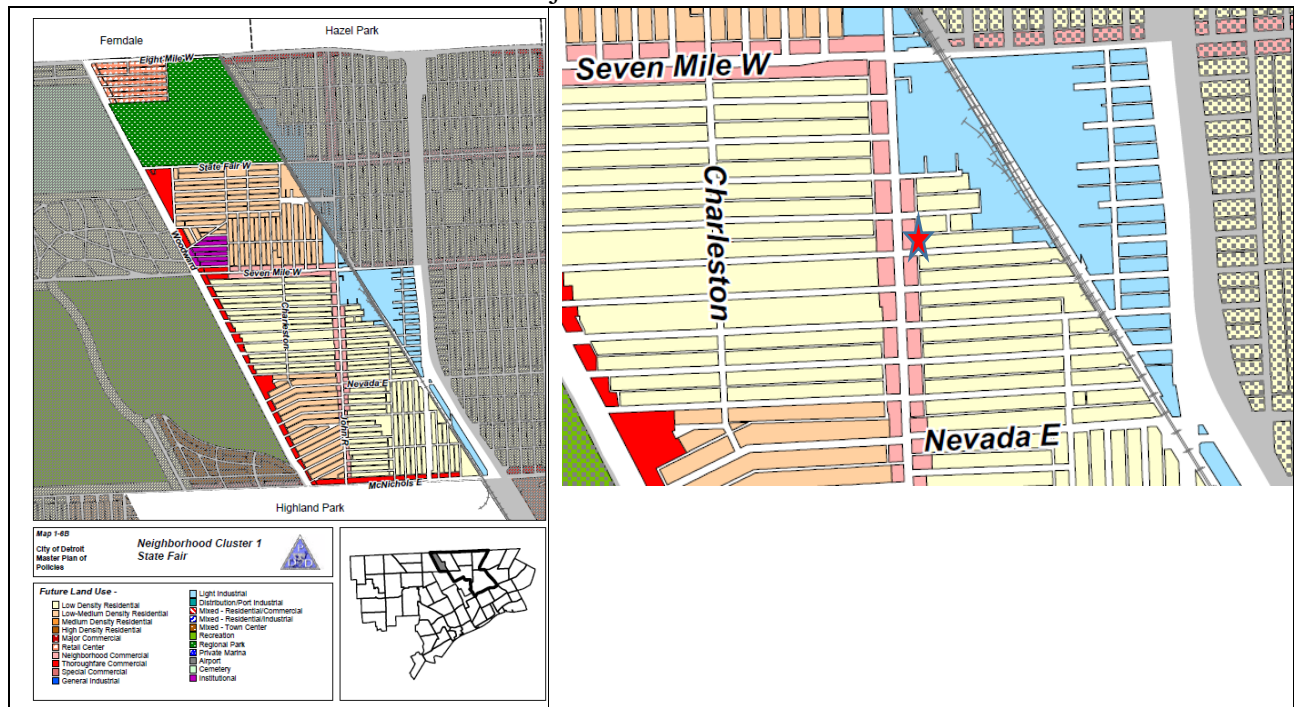
1. *Whether the proposed amendment corrects an error or meets the challenge of some changing condition, trend or fact;*

The proposed amendment would not correct an error on the zoning map. The proposed map amendment meets the challenge of a changing condition or trend. Over the years, many of the former commercial and residential uses have been demolished and the land has remained vacant. The proposed rezoning would facilitate the redevelopment of the area.

2. *Whether the proposed amendment is consistent with the Master Plan and the stated purposes of this Zoning Ordinance;*

The subject site is located within the State Fair area of Neighborhood Cluster 1 of the Detroit Master Plan of Policies. The Future Land Use map for this area shows Neighborhood Commercial for the land along John R and Low Density Residential for the area just east of John R with Light Industrial beyond. The Planning and Development Department (PDD) indicates while the proposed zoning classification is not consistent with the Master Plan's

General Future Land Use classification, its size is quite small, the rezoning and development are not anticipated to change the overall character of the State Fair neighborhood, and the development should have minimal impact; the proposal is therefore generally consistent with the Master Plan classification. The subject Master Plan area is shown below.



3. *Whether the proposed amendment will protect the health, safety, and general welfare of the public;*

The CPC does not think the proposed amendment will negatively impact the health, safety, and general welfare of the public; the rezoning would allow the subject vacant area to be redeveloped with day care and commercial uses serving the John R corridor.

4. *Whether the City and other service providers will be able to provide adequate public facilities and services to the subject property, while maintaining adequate levels of service to existing development.*

It is assumed the City will be able to provide adequate services to the subject property.

5. *Whether the proposed rezoning will have significant adverse impacts on the natural environment, including air, water, soil, wildlife, and vegetation and with respect to anticipated changes in noise and regarding stormwater management.*

It is not anticipated the proposed rezoning would adversely impact the natural environment.

6. *Whether the proposed amendment will have significant adverse impacts on other property that is in the vicinity of the subject tract.*

It is not anticipated the proposed rezoning will have significant adverse impacts on other property that is in the vicinity. Land directly to the north appears to be vacant commercial/industrial buildings. Land to the east is developed residential - the proposed rezoning would change the land from M4 (Intensive Industrial) to B4 (General Commercial). It

appears land to the south, which is developed with a commercial building and vacant land, would not be impacted.

7. *The suitability of the subject property for the existing zoning classification and proposed zoning classification; and*

The subject nine parcels are all vacant except one remaining commercial building. The proposed rezoning would assist with redeveloping the block with day care and commercial uses to serve the John R corridor and adjacent residential neighborhoods.

8. *Whether the proposed rezoning will create an illegal "spot zone."*

Land to the west and south of the subject rezoning is already zoned B4. Therefore, the CPC maintains the proposed rezoning will not create a spot zone.

CONCLUSION

Based on the above analysis and consistent with the approval criteria of Sec. 50-3-70 of the Zoning Ordinance, the CPC voted at its April 21, 2022 meeting to recommend APPROVAL of the rezoning request. The approved-as-to-form Ordinance is attached for Your consideration.

Respectfully submitted,

Lauren Hood, CHAIRPERSON



Marcell R. Todd, Jr., Director
Christopher J. Gulock, AICP, Staff
Roland Amarteifio, Staff

Attachment: Ordinance

cc: Antoine Bryant, Director, PDD
Greg Moots, PDD
Daniel Arking, Law Department

SUMMARY

This ordinance amends Chapter 50 of the 2019 Detroit City Code, *Zoning*, by amending Article XVII, *Zoning District Maps*, Section 50-17-19, *District Map No. 17*, to revise the zoning classification for the three parcels generally located on the east side of John R Road commonly known as 18602, 18620, and 18632 John R Road, for the three parcels generally located on the south side of East Golden Gate Avenue commonly known as 28, 36, and 38 East Golden Gate Avenue, and for the three parcels generally located on the north side of East Hildale Avenue commonly known as 25, 33, and 35 East Hildale Avenue from the M4 Intensive Industrial District zoning classification to the B4 General Business District zoning classification.

1 **BY COUNCIL MEMBER _____:**

2 **AN ORDINANCE** to amend Chapter 50 of the 2019 Detroit City Code, *Zoning*, by
3 amending Article XVII, *Zoning District Maps*, Section 50-17-19, *District Map No. 17*, to revise
4 the zoning classification for the three parcels generally located on the east side of John R Road
5 commonly known as 18602, 18620, and 18632 John R Road, for the three parcels generally located
6 on the south side of East Golden Gate Avenue commonly known as 28, 36, and 38 East Golden
7 Gate Avenue, and for the three parcels generally located on the north side of East Hildale Avenue
8 commonly known as 25, 33, and 35 East Hildale Avenue from the M4 Intensive Industrial District
9 zoning classification to the B4 General Business District zoning classification.

10 **IT IS HEREBY ORDAINED BY THE PEOPLE OF THE CITY OF DETROIT**
11 **THAT:**

12 **Section 1.** Chapter 50 of the 2019 Detroit City Code, *Zoning*, Article XVII, *Zoning District*
13 *Maps*, Section 50-17-19, *District Map No. 17*, be amended as follows:

14 **CHAPTER 50. ZONING**

15 **ARTICLE XVII. ZONING DISTRICT MAPS**

16 **Sec. 50-17-19. District Map No. 17.**

17 For the three parcels generally located on the east side of John R Road commonly known
18 as 18602, 18620, and 18632 John R Road, for the three parcels generally located on the south side
19 of East Golden Gate Avenue commonly known as 28, 36, and 38 East Golden Gate Avenue, and
20 for the three parcels generally located on the north side of East Hildale Avenue commonly known
21 as 25, 33, and 35 East Hildale Avenue, identified more specifically as:

22 18602 John R Road:


1 E JOHN R 236-237-238 OKEEFE & METZEN NO 2 L26 P82 PLATS, W C R 1/173 98.12 X
2 100,
3 18620 John R Road:
4 E JOHN R 1-2-3 JUDSON BRADWAYS JOHN R ST L42 P43 PLATS, W C R 1/203 60 X 100,
5 18632 John R Road:
6 E JOHN R 4-5-6 JUDSON BRADWAYS JOHN R ST L42 P43 PLATS, W C R 1/203 60 X 100,
7 28 East Golden Gate Avenue:
8 S E GOLDEN GATE 7 JUDSON BRADWAYS JOHN R ST L42 P43 PLATS, W C R 1/203 30
9 X 119.73A,
10 36 East Golden Gate Avenue:
11 S E GOLDEN GATE 8 JUDSON BRADWAYS JOHN R ST L42 P43 PLATS, W C R 1/203 30
12 X 119.67A,
13 38 East Golden Gate Avenue:
14 S E GOLDEN GATE 9 JUDSON BRADWAYS JOHN R ST L42 P43 PLATS, W C R 1/203 30
15 X 119.61A,
16 25 East Hildale Avenue:
17 N E HILDALE 235 OKEEFE & METZEN NO 2 L26 P82 PLATS, W C R 1/173 30 X 97.82A,
18 33 East Hildale Avenue:
19 N E HILDALE 234 OKEEFE & METZEN NO 2 L26 P82 PLATS, W C R 1/173 30 X 97.74A,
20 35 East Hildale Avenue:
21 N E HILDALE 233 OKEEFE & METZEN NO 2 L26 P82 PLATS, W C R 1/173 30 X 97.66A,
22 the existing M4 Intensive Industrial District zoning classification is revised to the B4 General
23 Business District zoning classification.

1 **Section 2.** All ordinances or parts of ordinances in conflict with this ordinance are
2 repealed.

3 **Section 3.** This ordinance is declared necessary for the preservation of the public peace,
4 health, safety, and welfare of the people of the City of Detroit.

5 **Section 4.** This ordinance shall become effective on the eighth (8th) day after publication
6 in accordance with Section 401(6) of Public Act 110 of 2006, as amended, M.C.L. 125.3401(6),
7 and Section 4-118, paragraph 3 of the 2012 Detroit City Charter.

Approved as to Form:



Conrad L. Mallett, Jr.
Corporation Counsel



DEPARTMENTAL SUBMISSION

DEPARTMENT: [eSCRIBE Department]

FILE NUMBER: Housing and Revitalization-0262

*** 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

Janice M. Winfrey
City Clerk

OFFICE OF THE CITY CLERK

Andre P. Gilbert II
Deputy City Clerk

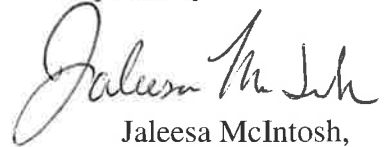
August 4, 2022

To: Katharine G. Trudeau, Deputy Director
Planning and Development Department
Coleman A. Young Municipal Center
2 Woodward Ave. Suite 808
Detroit, MI. 48226

Re: Request to Establish Obsolete Property Rehabilitation Abatement Certificate
for 1001 E Jefferson

Please find attached an application for Request to Establish Obsolete Property
Rehabilitation Abatement Certificate for 1001 E Jefferson

Respectfully submitted,



Jaleesa McIntosh,
Jr. Assistant City Council Committee Clerk
Office of the City Clerk

Application for Obsolete Property Rehabilitation Exemption Certificate

Issued under authority of Public Act 146 of 2000, as amended.

This application should be filed after the district is established. This project will not receive tax benefits until approved by the State Tax Commission. Applications received after October 31 may not be acted upon in the current year. This application is subject to audit by the State Tax Commission.

INSTRUCTIONS: File the completed application and the required attachments with the clerk of the local government unit. (The State Tax Commission requires two copies of the Application and attachments. The original is retained by the clerk.) See State Tax Commission Bulletin 9 of 2000 for more information about the Obsolete Property Rehabilitation Exemption. The following must be provided to the local government unit as attachments to this application: (a) General description of the obsolete facility (year built, original use, most recent use, number of stories, square footage); (b) General description of the proposed use of the rehabilitated facility, (c) Description of the general nature and extent of the rehabilitation to be undertaken, (d) A descriptive list of the fixed building equipment that will be a part of the rehabilitated facility, (e) A time schedule for undertaking and completing the rehabilitation of the facility, (f) A statement of the economic advantages expected from the exemption. A statement from the assessor of the local unit of government, describing the required obsolescence has been met for this building, is required with each application. Rehabilitation may commence after establishment of district.

| | | | | | | | | |
|---|--|---|---|--|--|--|---|---|
| Applicant (Company) Name (applicant must be the OWNER of the facility) 81001 E Jefferson LLC | | | | | | | | |
| Company Mailing Address (Number and Street, P.O. Box, City, State, ZIP Code) 6001 Cass Ave | | | | | | | | |
| Location of obsolete facility (Number and Street, City, State, ZIP Code) 1001 E Jefferson Ave, Detroit, MI 48207 | | | | | | | | |
| City, Township, Village (indicate which) Detroit | | County Wayne | | | | | | |
| Date of Commencement of Rehabilitation (mm/dd/yyyy) 11/23/2022 | Planned date of Completion of Rehabilitation (mm/dd/yyyy) 01/17/2024 | School District where facility is located (include school code) DPSCD | | | | | | |
| Estimated Cost of Rehabilitation \$11,400,000.00 | | Number of years exemption requested 12 | | | | | | |
| Attach legal description of obsolete property on separate sheet. | | | | | | | | |
| Expected Project Outcomes (Check all that apply) <table border="0"><tr><td><input type="checkbox"/> Increase commercial activity</td><td><input type="checkbox"/> Retain employment</td><td><input checked="" type="checkbox"/> Revitalize urban areas</td></tr><tr><td><input type="checkbox"/> Create employment</td><td><input type="checkbox"/> Prevent a loss of employment</td><td><input checked="" type="checkbox"/> Increase number of residents in the community in which the facility is situated</td></tr></table> | | | <input type="checkbox"/> Increase commercial activity | <input type="checkbox"/> Retain employment | <input checked="" type="checkbox"/> Revitalize urban areas | <input type="checkbox"/> Create employment | <input type="checkbox"/> Prevent a loss of employment | <input checked="" type="checkbox"/> Increase number of residents in the community in which the facility is situated |
| <input type="checkbox"/> Increase commercial activity | <input type="checkbox"/> Retain employment | <input checked="" type="checkbox"/> Revitalize urban areas | | | | | | |
| <input type="checkbox"/> Create employment | <input type="checkbox"/> Prevent a loss of employment | <input checked="" type="checkbox"/> Increase number of residents in the community in which the facility is situated | | | | | | |
| Indicate the number of jobs to be retained or created as a result of rehabilitating the facility, including expected construction employment. _____ | | | | | | | | |
| <input checked="" type="checkbox"/> Each year, the State Treasurer may approve 25 additional reductions of half the school operating and state education taxes for a period not to exceed six years. Check the box at left if you wish to be considered for this exclusion. | | | | | | | | |

APPLICANT CERTIFICATION

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all of the information is truly descriptive of the property for which this application is being submitted. Further, the undersigned is aware that, if any statement or information provided is untrue, the exemption provided by Public Act 146 of 2000 may be in jeopardy.

The applicant certifies that this application relates to a rehabilitation program that, when completed, constitutes a rehabilitated facility, as defined by Public Act 146 of 2000, as amended, and that the rehabilitation of the facility would not be undertaken without the applicant's receipt of the exemption certificate.

It is further certified that the undersigned is familiar with the provisions of Public Act 146 of 2000, as amended, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Obsolete Property Rehabilitation Exemption Certificate by the State Tax Commission.

| | | |
|--|---|------------|
| Name of Company Officer (No authorized agents) John Howbert | Telephone Number (313) 942-2002 | Fax Number |
| Mailing Address 6001 Cass Ave | E-mail Address klittleton@greatwater.us | |
| Signature of Company Officer (no authorized agents)  | Title Authorized Signatory | |

LOCAL GOVERNMENT UNIT CLERK CERTIFICATION

The Clerk must also complete Parts 1, 2 and 4 on page 2. Part 3 is to be completed by the Assessor.

| | |
|-----------|---------------------------|
| Signature | Date Application Received |
|-----------|---------------------------|

FOR STATE TAX COMMISSION USE

| | | |
|--------------------|---------------|-----------|
| Application Number | Date Received | LUCI Code |
|--------------------|---------------|-----------|

| | | | |
|---|----------------------------------|--|-------------------|
| LOCAL GOVERNMENT ACTION | | | |
| This section is to be completed by the clerk of the local governing unit before submitting the application to the State Tax Commission. Include a copy of the resolution which approves the application and Instruction items (a) through (f) on page 1, and a separate statement of obsolescence from the assessor of record with the State Assessor's Board. All sections must be completed in order to process. | | | |
| PART 1: ACTION TAKEN | | | |
| Action Date _____ | | | |
| <input type="checkbox"/> Exemption Approved for _____ Years, ending December 30, _____ (not to exceed 12 years) <input type="checkbox"/> Denied | | | |
| Date District Established _____ | | LUCI Code _____ | School Code _____ |
| PART 2: RESOLUTIONS (the following statements must be included in resolutions approving) | | | |
| A statement that the local unit is a Qualified Local Governmental Unit. A statement that the Obsolete Property Rehabilitation District was legally established including the date established and the date of hearing as provided by section 3 of Public Act 146 of 2000. A statement indicating whether the taxable value of the property proposed to be exempt plus the aggregate taxable value of property already exempt under Public Act 146 of 2000 and under Public Act 198 of 1974 (IFT's) exceeds 5% of the total taxable value of the unit. A statement of the factors, criteria and objectives, if any, necessary for extending the exemption, when the certificate is for less than 12 years. A statement that a public hearing was held on the application as provided by section 4(2) of Public Act 146 of 2000 including the date of the hearing. A statement that the applicant is not delinquent in any taxes related to the facility. If it exceeds 5% (see above), a statement that exceeding 5% will not have the effect of substantially impeding the operation of the Qualified Local Governmental Unit or of impairing the financial soundness of an affected taxing unit. A statement that all of the items described under "Instructions" (a) through (f) of the Application for Obsolete Property Rehabilitation Exemption Certificate have been provided to the Qualified Local Governmental Unit by the applicant. | | A statement that the application is for obsolete property as defined in section 2(h) of Public Act 146 of 2000. A statement that the commencement of the rehabilitation of the facility did not occur before the establishment of the Obsolete Property Rehabilitation District. A statement that the application relates to a rehabilitation program that when completed constitutes a rehabilitated facility within the meaning of Public Act 146 of 2000 and that is situated within an Obsolete Property Rehabilitation District established in a Qualified Local Governmental Unit eligible under Public Act 146 of 2000 to establish such a district. A statement that completion of the rehabilitated facility is calculated to, and will at the time of issuance of the certificate, have the reasonable likelihood to, increase commercial activity, create employment, retain employment, prevent a loss of employment, revitalize urban areas, or increase the number of residents in the community in which the facility is situated. The statement should indicate which of these the rehabilitation is likely to result in. A statement that the rehabilitation includes improvements aggregating 10% or more of the true cash value of the property at commencement of the rehabilitation as provided by section 2(l) of Public Act 146 of 2000. A statement of the period of time authorized by the Qualified Local Governmental Unit for completion of the rehabilitation. | |
| PART 3: ASSESSOR RECOMMENDATIONS | | | |
| Provide the Taxable Value and State Equalized Value of the Obsolete Property, as provided in Public Act 146 of 2000, as amended, for the tax year immediately preceding the effective date of the certificate (December 31 of the year approved by the STC) | | | |
| Building Taxable Value | | Building State Equalized Value | |
| \$ | | \$ | |
| Name of Government Unit _____ | Date of Action Application _____ | Date of Statement of Obsolescence _____ | |
| PART 4: CLERK CERTIFICATION | | | |
| The undersigned clerk certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way. Further, the undersigned is aware that if any information provided is untrue, the exemption provided by Public Act of 2000 may be in jeopardy. | | | |
| Name of Clerk _____ | | Telephone Number _____ | |
| Clerk Mailing Address _____ | | | |
| Mailing Address _____ | | | |
| Telephone Number _____ | Fax Number _____ | E-mail Address _____ | |
| Clerk Signature _____ | | | Date _____ |

For faster service, email completed application and attachments to PTE@michigan.gov. An additional submission option is to mail the completed application and attachments to Michigan Department of Treasury, State Tax Commission, PO Box 30471, Lansing, MI 48909. If you have any questions, call 517-335-7491.

August 2, 2022

Detroit City Council
C/o City Clerk
Coleman A. Young Municipal Building
2 Woodward Ave, Room 200
Detroit MI 48226

Request to Establish Obsolete Property Rehabilitation Abatement Certificate for 1001 E Jefferson

Honorable City Council:

On behalf of 81001 Jefferson LLC, please accept this letter as a request to establish an Obsolete Property Rehabilitation Certificate (OPRA) for the structure with an address of 1001 East Jefferson Avenue in Detroit (Wayne County), Michigan (the Property) located on the north side of East Jefferson between Chrysler Service Drive and Rivard Street in the Lafayette Park neighborhood and described on **Attachment A**.

This multi-family building has been modified since initial construction into a six-story 61 unit building totaling approximately 47,000 square feet with a 2,000 square foot commercial space.

This project will result in the renovation of a historic structure that needs major upgrades and repairs to ensure the safety for residents. The Palms Building presently has a faulty wiring knob and tube wiring system that is a fire hazard. In addition, the division of units over time, resulted in apartments units being built that block access to the emergency exits. The Palms Project will include a \$11.4 million investment to complete the following work:

- Upgraded plumbing and electrical systems
- New kitchens with appliances
- New bathrooms with updated tiles and fixtures
- Exterior façade repair including new windows and restoration of historic elements
- Reconfiguration of units to provide mandatory second emergency egress access for all residents
- Assessment and abatement of all asbestos and lead where required and necessary

The building was occupied upon acquisition, but the construction cannot safely be completed while occupied. A relocation plan has been developed with the Housing and Revitalization Department for the City of Detroit. The plan will be enforced through the affordability agreement for the property tax abatement. Under this plan, all residents will be able to return to the building. Low-income residents will have the opportunity to return to the Palms

Apartments in similar units at comparable rental rates as their current rate. These costs are being paid for by the Project. A partnership has been formed with Central City Integrated Health (CCIH) to lead these efforts and to ensure every resident regardless of income level receives the proper attention to their needs throughout this process.

The cost to correct the issues at the Palms building are significant. Without this OPRA, the property taxes would increase operating costs and make the project infeasible, especially as revenues are decreased with return of low-income residents paying significantly reduced rental rates. The OPRA tax incentive is necessary to reduce operating costs and provide sufficient revenue to pay for the necessary debt to complete the project.

Renovation of the property is planned to commence in late Fall 2022 to Winter 2023 and is expected to be completed in March 2024. The OPRA is being requested for 12 years. Thank you for your time and consideration of this request. Should you require any additional information in order to proceed, please feel free to contact the development team: Kizzmet Littleton, 313.942.2002; klittleton@greatwater.us

Sincerely,



Kizzmet Littleton

[Attachment A: Site Map that includes the parcel\(s\) of property / Legal Description](#)

[Attachment B: Paid Receipt of Current Taxes](#)

Distribution: Veronica Farley, HRD
Justus Cook, HRD
Catherine Frazier, DEGC
Deonte Agee, City Clerk's Office

Attachment A: Site Map that includes the parcel(s) of property / Legal Description

Property Images



Taxpayer Information:

81001 Jefferson LLC
6001 Cass Ave, Detroit, MI 48202

Property Information:

Parcel ID: 05000077.

LEGAL DSECRPTION: 1001 East Jefferson: N E JEFFERSON 4-5 REAR 11-10 PLAT OF PT OF P C 181
ANTOINE RIVARD L12 P348-51 CITY RECORDS, W C R 5/8 92 X 200.48

Year Built: 1910

Square Footage: 47,000 square feet plus 8,400 square foot parking lot

Taxable Value: \$354,766

Building Status: Partially Occupied

Current Use: Mixed-Use Residential and Commercial

Proposed Improvements:

- Upgraded plumbing and electrical systems
- New kitchens with appliances
- New bathrooms with updated tiles and fixtures
- Exterior façade repair including new windows and restoration of historic elements
- Reconfiguration of units to provide mandatory second emergency egress access for all residents
- Assessment and abatement of all asbestos and lead where required and necessary

Construction Timeline: November 2022 – March 2024

Attachment B: Paid Receipt of Current Taxes

1001 E JEFFERSON 48207 (Property Address)

Parcel Number: 05000077.



Item 1 of 3

[2 Images / 1 Sketch](#)**Property Owner: 81001 JEFERSON LLC****Summary Information**

- > Commercial/Industrial Building Summary
 - Yr Built: 1910
 - # of Buildings: 1
 - Total Sq Ft: 44,814
- > Property Tax Information found

> Assessed Value: \$2,193,900 | Taxable Value: \$366,473

Owner and Taxpayer Information**Owner**

81001 JEFERSON LLC
6001 CASS AVENUE
DETROIT, MI 48202

Taxpayer

SEE OWNER
INFORMATION

Amount DueCurrent Taxes: **\$28,683.16**[Pay Now](#)**Legal Description**

N E JEFFERSON 4-5 REAR 11-10 PLAT OF PT OF P C 181 ANTOINE RIVARD L12 P348-51 CITY RECORDS, W C R 5/8 92 X 200.48

Other Information**Recalculate amounts using a different Payment Date**

You can change your anticipated payment date in order to recalculate amounts due as of the specified date for this property.

Enter a Payment Date

8/2/2022

[Recalculate](#)**Tax History**

| Year | Season | Total Amount | Total Paid | Last Paid | Total Due |
|------|--------|--------------|-------------|------------|--|
| 2022 | Summer | \$28,683.16 | \$0.00 | | \$28,683.16 Pay Now |
| 2021 | Winter | \$3,357.41 | \$3,357.41 | 01/07/2022 | \$0.00 |
| 2021 | Summer | \$27,715.72 | \$27,715.72 | 01/07/2022 | \$0.00 |
| 2020 | Winter | \$3,317.79 | \$3,317.79 | 04/22/2021 | \$0.00 |

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

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVE., SUITE 824
DETROIT, MI 48226
PHONE: 313•224•3011
FAX: 313•224•9400

August 23, 2022

Katy Trudeau, Deputy Director
Planning & Development Department
Coleman A. Young Municipal Center
2 Woodward Ave, Suite 808
Detroit, MI 48226

Re: **Obsolete Property Rehabilitation Certificate – 81001 Jefferson LLC**

Addresses: 1001 E Jefferson
Parcel Number: 05000077.

Dear Ms. Trudeau:

The Office of the Chief Financial Officer, Office of the Assessor, has reviewed the proposed Obsolete Property Rehabilitation Certificate for the property located at **1001 E Jefferson** located in the **East Riverfront** area of the City of Detroit.

The rationale for Obsolete Property Rehabilitation Certificates under PA 146 of 2000, as amended, is based on the anticipation of increased market value upon completion of new construction and /or significant rehabilitation of existing commercial property and commercial housing property. Normal repair and maintenance are not assessed and do not necessarily generate additional market value.

The 2022 values are as follows:

| Parcel # | Address | Building Assessed Value (SEV) | Building Taxable Value | Land Assessed Value (SEV) | Land Taxable Value |
|-----------|------------------|-------------------------------|------------------------|---------------------------|--------------------|
| 05000077. | 1001 E Jefferson | \$ 2,037,800 | \$ 340,398 | \$ 156,100 | \$ 26,075 |
| | | | | | |

The project as proposed by the **81001 Jefferson LLC** consists of one six-story historic apartment building known as The Palms, consisting of 44,814 square feet and built in 1910, with 61 units. The building will undergo major renovations including layout reconfiguration to ensure compliance with egress codes, plumbing and electrical systems replacement, new windows, new kitchens and bathrooms with new appliances, structural repairs, contamination abatement, and façade improvements.



Obsolete Property Rehabilitation Certificate
81001 Jefferson LLC
Page 2

This property meets the criteria set forth under PA 146 of 2000, as amended. It applies to blighted, functionally obsolete and contaminated properties. "Rehabilitation," meaning that changes to qualified facilities that are required to restore or modify the property, together with all appurtenances, to an economically efficient condition. Rehabilitation also includes major renovation and modification including, but not necessarily limited to, the improvement of floor loads, correction of deficient or excessive height, new or improved fixed building equipment, including heating, ventilation, and lighting, reducing multistory facilities to 1 or 2 stories, adding additional stories to a facility or adding additional space on the same floor level not to exceed 100% of the existing floor space on that floor level, improved structural support including foundations, improved roof structure and cover, floor replacement, improved wall placement, improved exterior and interior appearance of buildings, and other physical changes required to restore or change the obsolete property to an economically efficient condition.

A review of the project plan and related statutes indicated that the proposed Obsolete Property Rehabilitation Certificate for the property located at **1001 E Jefferson** is eligible as it pertains to the Obsolete Property Rehabilitation Act under P.A. 146 of 2000, as amended.

Sincerely,

Charles Ericson, MMAO
Assessor/Board of Assessors



Obsolete Property Rehabilitation Certificate
81001 Jefferson LLC
Page 3

Property Address: 1001 E JEFFERSON

Parcel Number: 05000077.

Property Owner: 81001 JEFFERSON LLC

Legal Description: N E JEFFERSON 4-5 REAR 11-10 PLAT OF PT OF P C 181 ANTOINE RIVARD L12 P348-51 CITY RECORDS, W C R 5/8 92 X 200.48





TO: Justus Cook, Housing and Revitalization
FROM: Shelby Holmes, Planning and Development
RE: Master Plan Interpretation for **Obsolete Property District** (PA 146) at 1001 E. Jefferson
Detroit, MI 48207 (Associated to Petition # 2022-257)
DATE: August 9, 2022
CC: Katharine Trudeau, Deputy Director, Planning and Development
Kevin Schronce, PDD Central, Planning and Development
Karen Gage, PDD Zoning, Planning and Development
Garrick Landsberg, PDD Historic, Planning and Development

In order to ensure that the issuance of a certificate for an Obsolete Property District is in conformance with the City's Master Plan of Policies and will have the reasonable likelihood to increase commercial activity; create, retain or prevent a loss of employment; revitalize an urban area; or increase the number of residents in a community, pursuant to State of Michigan, Public Act 146 of 2000 (section 125.2784), the Planning and Development Department submits the following interpretation. The Petitioner is 81001 E Jefferson LLC.

Location and Project Proposal: 1001 E. Jefferson Ave Detroit, MI 48207. The proposed project is renovation of historic structure. The building is a six story 61 units with 2,000 square feet of commercial space.

Current Master Plan (MP) & Zoning: MP Classification – Mixed Residential-Commercial (MRC). Zoning – General Business District (B4)

This project is located in a local historic district

Master Plan Interpretation

The subject site area is designated Mixed Residential-Commercial (MRC). Mixed Residential-Commercial areas consist primarily of high-density housing developed compatibly with commercial and/or institutional uses. This classification is well suited to areas proximal to existing centers of major commercial activity, major thoroughfares, transportation nodes, or gateways into the city.

The following policies of the Lower East Central neighborhood describe the following recommendations:

- GOAL 3: Increase residential density
- Policy 3.1: Develop medium density residential northwest of Joseph Campau and Vernor, and along Mt. Elliott.

The proposed development conforms to the Future General Land Use characteristics of the area.

OBSOLETE PROPERTY REHABILITATION EXEMPTION CERTIFICATE AGREEMENT

THIS OBSOLETE PROPERTY REHABILITATION EXEMPTION CERTIFICATE AGREEMENT (this “Agreement”) is made this 7th day of October, 2022 by and between the City of Detroit, a Michigan municipal corporation (the “City”), acting by and through its Planning & Development Department, with an office at 2 Woodward Avenue, Suite 808, Detroit, Michigan 48226, and **81001 Jefferson, LLC** an (“Applicant”) with an office at **6001 Cass Ave, Detroit, MI 48202.**

WITNESSETH:

WHEREAS, Public Act 146 of 2000, as amended, also known as the Obsolete Property Rehabilitation Act (the “Act”), (1) provides for the establishment of obsolete property rehabilitation districts by local governmental units, (2) provides for the abatement or exemption from certain taxes for qualified obsolete property owners, and (3) allows local governmental units to levy and collect a specific tax from the owners of an obsolete property, among other provisions; and

WHEREAS, the Applicant has submitted an application (the “Application”) for an Obsolete Property Rehabilitation Exemption Certificate (“OPREC”) for the property located at: **1001 E Jefferson Ave, Detroit, MI 48207** (the “Property”). A copy of the Application is attached hereto as **Exhibit A** and made a part hereof; and

WHEREAS, the City has previously approved an obsolete property rehabilitation district pursuant to the Act, and the Property is located in such district; and

WHEREAS, the Applicant has committed to complete a Rehabilitation of the Property, as defined in the Act, and to hire or retain a certain amount of full-time employees at the Property during the Term (as defined below); and

WHEREAS, the City has approved the Application by adopting a resolution granting the OPREC to the Applicant, contingent upon the covenants and representations contained herein and pending approval by the Michigan State Tax Commission. A copy of the City resolution granting the OPREC is attached hereto as **Exhibit B** and made a part hereof; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. General.

a. Unless earlier revoked as provided for in Section 12 of the Act, being MCL 125.2792, or as provided for in this Agreement, the term of the OPREC and the term of this Agreement (collectively, the “Term”) will be for a period of **Twelve (12)** years, beginning on the certificate beginning date stated in the OPREC issued by the Michigan State Tax Commission.

b. The Applicant will complete the Property Rehabilitation, as defined in the Act and as set forth in the Application, no later than **January 17, 2024**.

c. The Applicant shall create, or cause to be created, at least **Zero (0)** (the “Employee Commitment Number”) full-time employees at the Property within one (1) year of the effective date of this Agreement.

d. The Applicant will recruit and hire City of Detroit residents in accordance with specified targets as set forth in the City of Detroit Resident Employment Plan (“Employment Plan”) submitted by the Applicant to the City as part of the Application and approved by the City of Detroit Civil Rights, Inclusion and Opportunity Department (“CRIO”). Throughout the Term, the Employment Plan may not be modified without CRIO’s prior written approval, which approval may be granted or withheld in CRIO’s sole discretion. CRIO will monitor the Applicant’s compliance with the Employment Plan on an annual basis throughout the Term. Upon notice from CRIO of a discrepancy between the Applicant’s commitment in the Employment Plan and the actual number of City of Detroit residents employed at the Property, Applicant shall submit a correction plan setting forth the Applicant’s plan to bring the number of City of Detroit residents employed at the Property back up to the specified targets as set forth in the Employment Plan. Applicant’s correction plan must be approved by CRIO. Applicant shall be required to fulfill the terms of such correction plan in the timeline set forth in the correction plan.

e. For purposes of this Agreement, a “full-time employee” is defined as a person: (i) who is employed by the Applicant or its affiliates on a salary, wage, commission, or other basis for a minimum period of forty (40) hours a week and (ii) from whose compensation the Applicant or its affiliates, including a staffing agency, are required by law to withhold City of Detroit income taxes. Affiliates may include Applicant’s tenant(s) that lease space at the Property.

2. Applicant Representations and Warranties.

In compliance with the Act, and in order to induce the City to grant the OPREC to the Applicant, the Applicant represents and warrants that:

a. The Applicant was the owner of the Property at the time of Applicant’s submission of the Application and is the owner of the Property as of the date of this Agreement.

b. The Property is an “Obsolete Property” as defined under the Act.

c. During the Term, no portion of the Property will be used as a professional sports stadium.

d. During the Term, no portion of the Property will be used, owned or operated by a casino or affiliated company, as defined in the Act.

e. The Applicant would not have considered accomplishing Rehabilitation of the Property without an OPREC.

f. Rehabilitation of the Property did not start prior to establishment of the obsolete property rehabilitation district in which the Property is located.

- g. There are no delinquent taxes owed on the Property.
- h. The Applicant will pay any applicable taxes on the Property as they become due.
- i. The Rehabilitation and Applicant's current and planned future operation of the Property are in compliance with the City of Detroit Zoning Ordinance and Master Plan.
- j. If the Rehabilitation of the Property will include the provision of housing at the Property, the Applicant agrees: (i) to comply with Fair Housing Practices that meet the guidelines set forth by the U.S. Fair Housing Act (42 U.S.C. 3601 through 3619); and (ii) to comply with the Affordability Requirements set forth on Addendum 2, attached hereto.

3. Community Benefits Requirements.

Pursuant to City of Detroit Ordinance 35-16, also known as the Community Benefits Ordinance (the "Ordinance"), if the Property involves a Tier 2 Development Project (as defined by the Ordinance), then the Applicant will:

- a. Partner with the City and, when appropriate, a workforce development agency to promote the hiring, training and employability of Detroit residents, consistent with State and Federal Law.
- b. Partner with the Director of the Planning & Development Department to address and mitigate negative impacts that the Tier 2 Development Project may have on the community and local residents. The Applicant will adhere to the mitigation requirements, if any, stated in the attached Addendum 1 - Requirements, which is incorporated herein by reference.

4. Reporting to the City by the Applicant.

Applicant agrees to provide the City with sufficient information, subject to review and audit by the City, in order for the City to determine the Applicant's compliance with this Agreement. At a minimum, the Applicant shall comply with the following covenants during the Term:

- a. Upon request, the Applicant shall provide the Planning & Development Department copies of all construction plans, building permits and certificates of occupancy related to the Rehabilitation of the Property.
- b. Applicant shall permit the City to perform periodic site visits to the Property by the City to establish whether the Applicant is completing the Rehabilitation to the Property as required by the Act and this Agreement.
- c. Annually, within two (2) weeks after each anniversary of the commencement of the Term, Applicant shall submit to the Planning & Development Department a certified status report ("Status Report") signed by an authorized officer of the Applicant. The Status Report shall set forth for the previous year: (i) the Rehabilitation work completed at the Property; (ii) Applicant's

financial investment in the Property for that year; and (iii) the number of full-time employees at the Property for that year.

d. Annually, within two (2) weeks after each anniversary of the commencement of the Term, the Applicant shall submit to CRIO the Annual Employment Report for Tax Abatements (the “Status Report”), including copies of proofs of residency that have been accepted by CRIO.

e. Applicant shall use and participate in the City of Detroit's central affordable housing portal (the “Housing Portal”) to advertise available rental units at the Property, so long as the Housing Portal exists. Applicants shall work with City staff to create a property listing for the Property within the Housing Portal and shall coordinate marketing efforts for available units at the Property with the City. Applicant shall review its listing on the Housing Portal and shall make updates to any listings, if necessary, on at least an annual basis. When the Property has immediate vacancies and the Applicant has exhausted its waitlist (if any) for the Property, Applicant shall use the Housing Portal to market those vacancies. Applicant shall update its listing within the Housing Portal when Applicants waitlists (if any) for the Property opens or closes. Applicant shall provide the City with such information as the City may reasonably request to maintain accurate information about the Property on the Housing Portal. Communications to the City regarding the property listing for the Property, vacancies, waitlist openings, or other information required to be provided pursuant to this Section 4.e may be sent to detroithomeconnect@detroitmi.gov.

5. Revocation of OPREC and Termination of this Agreement.

The City may, in its sole discretion and by resolution of Detroit City Council, revoke the OPREC if the City finds that: (a) the completion of Rehabilitation of the Property has not occurred in the time or manner authorized by this Agreement; or (b) that the Applicant has not proceeded in good faith with the Rehabilitation of the Property in a manner consistent with the purposes of the Act, taking into account any circumstances that are beyond the control of the Applicant.

As used in this Section 5, “good faith” includes, but is not limited to, the following: (i) Applicant is actively working with an agency or City Department to hire and ascertain methods of recruiting and employing Detroit residents at the Property, and (ii) Applicant is actively working with the Detroit Economic Growth Corporation, the City’s Planning & Development Department, and CRIO to ascertain methods of obtaining resources to improve Applicant’s business in a manner that will allow for compliance with this Agreement.

6. Payment of Exempted Taxes for Shortfall of Employment.

If the average number of full-time employees at the Property for any given year of the Term is less than the Employee Commitment Number, the Applicant agrees to pay to the City, in addition to the Obsolete Properties Tax due under the OPREC, an amount equal to the difference between the amount of ad valorem tax that would be due on the Property without the OPREC, and the amount of Obsolete Properties Tax due on the Property under the OPREC, for that given year, multiplied by a fraction, the numerator of which is the shortfall in the number of full-time employees indicated in the Status Report, and the denominator of which is the Employee Commitment Number. Prior to taking any action to require the Applicant to pay an amount to the City pursuant to this Section, the City must afford the Applicant an opportunity to present reasons for the employment shortfall at a public hearing.

In the event that the Applicant fails to report in the Status Report the number of full-time employees at the Property for a given year of the Term, the number of full-time employees at the Property for purposes of this Section shall be deemed to be zero (0).

7. Notice to City of Discontinuance of Operations.

If during the Term the Applicant intends to discontinue operations at the Property, the Applicant will provide thirty (30) days' prior written notice of such shutdown of operations to the Director of the Planning & Development Department.

8. Reservation of Remedies.

The City and the Applicant agree that each of the rights and remedies provided by this Agreement may be exercised separately or cumulatively, and shall not be exclusive of any other rights and remedies provided by law. Invalidation of any of the provisions contained in this Agreement by operation of law, judgment, court order or otherwise shall not invalidate any of the other provisions of this Agreement.

9. Transfer.

Neither the OPREC nor this Agreement may be transferred or assigned by the Applicant to a new owner of the Property unless the City, in its sole discretion, approves such transfer or assignment upon application by the new owner.

10. Headings.

The headings contained in this Agreement are for descriptive purposes only, and do not alter or govern the substantive content of the provisions of the Agreement.

11. Capitalized Terms.

Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Act.

12. Governing Law; Venue.

This Agreement and all actions arising under it shall be governed by, subject to, and construed according to the law of the State of Michigan. Applicant agrees, consents and submits to the exclusive personal jurisdiction of any state or federal court of competent jurisdiction in Wayne County, Michigan, for any action arising out of this Agreement. Applicant also agrees that it shall not commence any action against the City because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of this Agreement in any state or federal court of competent jurisdiction other than one in Wayne County, Michigan.

13. Amendment.


This Agreement may not be amended or modified except by a written instrument executed by each of the parties hereto.

[Remainder of Page Intentionally Left Blank]

**[SIGNATURE PAGE TO OBSOLETE PROPERTY REHABILITATION EXEMPTION
CERTIFICATE AGREEMENT]**

IN WITNESS WHEREOF, the City and the Applicant, by and through their authorized officers and representatives, have executed this Agreement as follows:

**APPLICANT:
81001 JEFFERSON LLC**

By: 

Print: JOHN HOWBERT

Its: AUTHORIZED SIGNATORY

**CITY OF DETROIT
PLANNING & DEVELOPMENT DEPT.**

By: _____

Print: _____

Its: _____

THIS AGREEMENT WAS
APPROVED BY THE CITY
COUNCIL ON:

APPROVED BY LAW DEPARTMENT
PURSUANT TO § 7.5-206 OF THE CHARTER
OF THE CITY OF DETROIT

Date

Corporation Counsel Date

**THIS AGREEMENT IS NOT EFFECTIVE OR VALID UNTIL APPROVED BY
RESOLUTION OF THE CITY COUNCIL, SIGNED BY ALL PARTIES HERETO, AND
AN OBSOLETE PROPERTY REHABILITATION CERTIFICATE IS APPROVED BY
THE MICHIGAN STATE TAX COMMISSION**

ADDENDUM 1
Requirements

ADDENDUM 2
Affordability Requirements

[SEE ATTACHED]

EXHIBIT A

Application for Obsolete Property Rehabilitation Exemption Certificate

EXHIBIT B
Detroit City Council Resolution
Granting the Obsolete Property Rehabilitation Exemption Certificate

AFFORDABLE HOUSING AGREEMENT

THIS AFFORDABLE HOUSING AGREEMENT (“Agreement”) is made as of September 30, 2022 (the “Effective Date”), by and between the City of Detroit (“City”), a Michigan public body corporate, acting by and through its Housing and Revitalization Department (“HRD”) with an address of 2 Woodward Avenue, Suite 908, Detroit, Michigan 48226, and 81001 Jefferson LLC, a Delaware limited liability company, (“Developer”), with an address of 6001 Cass Ave, Detroit, MI 48202.

WITNESSETH:

WHEREAS, the City has a vested interest to: (1) promote the health, safety and general welfare of the citizens of the City through the implementation of housing goals, objectives and policies that support economically integrated housing opportunities in the development or rehabilitation of housing; (2) stimulate the production of rental housing available to low income individuals or families; (3) optimize benefits available to low and moderate income residents by incentivizing affordable residential housing projects; and (4) promote the development of residential housing projects that include residential dwelling units within a project that are affordable for households with incomes of eighty percent (80%) or less of Area Median Income; and

WHEREAS, Developer owns certain real property commonly known as 1001 East Jefferson Avenue, and more specifically described on Exhibit A attached hereto and incorporated herein by reference (“the Project”), to which it wishes to make significant renovations; and

WHEREAS, the Project may be economically impracticable without receipt of tax abatements from the City (referred to herein as the “Financial Incentives”); and

WHEREAS, the City is willing to support the Developer’s Financial Incentives for the Project, provided that Developer preserves a certain number of residential dwelling units within the Project as affordable for certain low-income households as further described herein; and

WHEREAS, Developer desires to make available apartments which will be affordable for households with incomes of eighty percent (80%) or less of Area Median Income.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Developer agree as follows:

1. **Definitions.** The following terms used throughout this Agreement shall be defined as follows:

a. “Affordable” shall mean housing for which occupants earning eighty percent (80%) of AMI would be paying no more than thirty percent (30%) of their income for gross housing costs, including a utility allowance consistent with the annual rate established by the applicable funding resources for the Project, and only pertaining to the Affordable Housing Requirement. If there is no utility allowance rate that can be utilized from such applicable funding resources, the utility allowance shall be consistent with an annual rate established by the Detroit Housing Commission.

b. “Affordable Housing Requirement” shall mean the covenants set forth in Section 3.a of this Agreement.

c. “Affordable Units” shall mean residential dwelling rental units at the project that are leased at Affordable rates to tenants whose annual gross incomes are equal to or less than eighty percent (80%) of the AMI. Affordable Units shall not include any units where rents exceed market rents in unrestricted units. If an Affordable Unit is leased to a qualified tenant whose household income increases above eighty percent (80%) of the AMI for any reason during the term of such lease, including but not limited to a change in the number of occupants of such unit, such unit shall continue to be considered the lease of an Affordable Unit for the duration of the term of such lease, including any renewals thereof, provided that such Affordable Unit continues to be leased to such tenant at an Affordable rate.

d. “Area Median Income” or “AMI” shall mean the median family income for the Detroit-Warren-Livonia Metropolitan Statistical Area as published by HUD, based on household size.

e. “Casualty Event” shall mean a fire, storm or other event not caused by Developer which results in the damage or destruction of all or a portion of the Project.

f. “CRIO” shall mean the City of Detroit Civil Rights, Inclusion, and Opportunity Department.

g. “Current Rents” shall mean monthly rents paid by Current Low Income Residents at the Project as of March 11, 2022.

h. “Current Residents” shall mean all residents residing at the Project as of March 11, 2022.

i. “Current Low Income Residents” shall mean those Current Residents who are residing in units identified in the Temporary Relocation Plan section of the Tenant Retention Plan, whose household income is at or below eighty percent (80%) of the AMI as identified by Developer and HRD, and who have expressed a desire to return to the Project after renovations.

j. “Event of Default” shall mean a breach of this Agreement by Developer which is not remedied to the City’s satisfaction within sixty (60) days of delivery of notice of such breach by the City to Developer.

k. “Housing Portal” shall mean City of Detroit's central online affordable housing portal.

l. “HUD” shall mean the United States Department of Housing and Urban Development.

m. “OPRE Agreement” shall mean that certain Obsolete Property Rehabilitation Exemption Certificate Agreement dated on or about the date hereof between Developer and the City.

n. “OPREC” shall mean the Obsolete Property Rehabilitation Exemption Certificate issued for the Project.

o. “Rent Differential Payment” shall mean the amount by which the tenant’s monthly rent obligation at an interim housing location (including a utility allowance for those utilities paid by the tenant consistent with the monthly rate established by the Detroit Housing Commission) exceeds the Current Rents (including utility allowances as described in this definition).

2. **Term of Agreement.** This Agreement shall be effective upon the later of (a) the Effective Date and (b) the date upon which this Agreement has been authorized by a resolution of the Detroit City Council. This Agreement shall expire upon the expiration of the term of the OPRE Agreement.

3. **Obligations of Developer.** Developer shall comply with the following covenants during the term of this Agreement:

a. Subject to the terms of this Agreement, twenty percent (20%) of the occupied residential dwelling units renovated by Developer at the Project shall be Affordable Units and shall be leased at Affordable rates to tenants with household incomes of eighty percent (80%) of AMI or less for the duration of the term of this Agreement. Units rented by Current Low Income Residents shall be counted towards the Affordable Housing Requirement.

b. If Developer intends to renovate any units occupied by Current Residents, then Developer shall provide written notice of such intended renovation to such Current Residents and shall provide such Current Residents with the opportunity to lease the same unit when renovations are completed, or a unit at the Project of comparable size and number of bedrooms as such Current Resident’s original unit. If a Current Resident elects to lease the same unit upon completion of the renovations or a comparable unit at the Project, then Developer shall pay the reasonable moving expenses to relocate such Current Residents from the Project to replacement housing during the period of renovations, and back to the Project following completion of the renovations, or to a comparable unit within the Project. If a Current Resident elects not to lease a unit at the Project then Developer shall pay for the reasonable moving expenses to relocate such Current Resident to a new location of such Current Resident’s choosing. “Reasonable moving expenses” as used

herein shall not exceed the costs to relocate such Current Resident within Livingston, Macomb, Monroe, Oakland, St. Clair, Washtenaw, or Wayne County.

c. Following completion of renovations of the Project, and prior to marketing any Affordable Units to persons who are not Current Low Income Residents, Developer shall offer Affordable Units that have undergone renovation to Current Low Income Residents until each Current Low Income Resident has had the opportunity to lease an Affordable Unit at the project, which Affordable Units shall be comparable in size and number of bedrooms to the Current Low Income Resident's original unit. Developer's lease with Current Low Income Residents shall be for a term of a least 1-year lease beginning when the Current Low Income Resident moves into a renovated unit in the Project and rent payable by such Current Low Income Resident shall not exceed the greater of (a) thirty percent (30%) of such Current Low Income Resident's income, as verified by HRD *or* (b) such Current Low Income Resident's Current Rent. Annual rent increases for Current Low Income Residents following the execution of new lease agreements for rehabilitated units shall not exceed two percent (2%) of the monthly rent payable by such Current Low Income Resident for the immediately preceding year.

d. Developer shall use commercially reasonable efforts to offer all Current Residents the opportunity to lease market rate units at the Project and Affordable Units provided such Current Residents qualify to lease Affordable Units. Such leases to Current Residents shall be on the same terms and conditions as which such market rate units or Affordable Units are offered to prospective tenants who are not Current Residents. Developer shall not unreasonably refuse, as determined by HRD, to lease a unit to a Current Resident who qualifies for such unit.

e. Developer shall adhere to the Tenant Retention Plan attached as Exhibit B incorporated herein by reference.

f. The Affordable Units and units subject to the Affordable Housing Requirement shall be generally comparable in design, unit type, size, and overall quality of construction to the market-rate rental units in the Project. Affordable Units shall be distributed throughout the buildings and not concentrated on specific floors or wings.

g. Developer shall use and participate in the Housing Portal to advertise available rental units at the Project, so long as the Housing Portal exists. Developer shall work with City staff to create a property listing for the Project within the Housing Portal and shall coordinate marketing efforts for available units at the Project with the City. Developer shall review its listing on the Housing Portal and shall make updates to any listings, if necessary, on at least an annual basis. When the Project has immediate vacancies and the Developer has exhausted its waitlist (if any) for the Project, Developer shall use the Housing Portal to market those vacancies. Developer shall update its listing within the Housing Portal when Developer waitlists (if any) for the Project opens or closes. Developer shall provide the City with such information as the City may reasonably request to maintain accurate information about the Project on the Housing Portal. Communications to the City regarding the property listing for the Project, vacancies, waitlist openings, or other information required to be provided pursuant to this Section 3.g may be sent to detroithomeconnect@detroitmi.gov.

h. Within sixty (60) days after the end of each calendar year of this Agreement, Developer shall provide to HRD and CRIO with a status report that includes the following for the previous calendar year: (1) progress of rehabilitation of the Project; (2) the applicable income and/or rent restriction for the Affordable Units; (3) the actual rent charged for each of the Affordable Units and market rate units; (4) the actual income reported to Developer of each household that leased an Affordable Unit at the Project, on an anonymized basis; and (5) tenant cy status of all Current Residents, and (6) such other information as HRD or CRIO may reasonably require to enforce the terms of this Agreement. Such status report shall be submitted in such format as HRD may reasonably require.

i. The Developer shall comply with the City's Ordinance 22-2-1 through 22-2-6, being Chapter 22 of the 2019 Detroit City Code, Article II, Affordable Housing Notification Requirements.

j. Developer shall not unreasonably refuse to lease a dwelling unit offered for rent, refuse to offer or sell cooperative stock, or otherwise discriminate in the terms of tenancy or cooperative purchase and sale because any tenant or purchaser is the holder of a Certificate of Family Participation or a Voucher under Section 8 of the United States Housing Act of 1937 (42 USC §1437f), or any successor legislation hereinafter referred to as "Section 8". This provision is limited in application, for tenants or applicants with Section 8 Certificates or Vouchers, to those units, which rent for an amount not greater than one-hundred and twenty percent (120%) of the Section 8 fair market rent for a comparable unit in the Detroit-Warren-Livonia Metropolitan Statistical Area.

4. **Recording of Agreement.** This Agreement may be recorded by the City with the Wayne County Register of Deeds as a restriction encumbering the Property. The covenants of Developer hereunder shall run with the land and shall be binding upon Developer and its successors and/or assigns for the term of this Agreement. Following the expiration of this Agreement and the OPRE Agreement, upon request of Developer, the City shall deliver to Developer an acknowledgment, in a form which is recordable and otherwise acceptable to the City, acknowledging satisfaction and expiration of this Agreement.

5. **Casualty Events.** If any of the Affordable Units are damaged or destroyed as the result of a Casualty Event, Developer shall provide prompt written notice of such Casualty Event to the City, including the Developer's plan to replace any such Affordable Units in the Project. Provided that (a) Developer is using commercially reasonable efforts to (i) restore such units affected by the Casualty Event and (ii) temporarily relocate any affected residents, and (b) Developer repairs or restores such Affordable Units within a reasonable time period following such Casualty Event, which period shall not exceed one hundred eighty (180) days, Developer's failure to satisfy the Affordable Housing Requirement due to such damaged Affordable Units causing a shortfall in the number of Affordable Units at the Project shall not be considered a breach of this Agreement.

6. **Default and Remedies.** Upon the occurrence of an Event of Default, the City shall be entitled to the following remedies:

a. If Developer has failed to satisfy the Affordable Housing Requirement as required hereunder, the Developer shall pay to the City of the following:

(1) the excess of actual rent received by Developer for any Affordable Unit which exceeds the Affordable rate that is required hereunder; plus

(2) a penalty for each Affordable Unit not in compliance with this Agreement in the amount of twenty-five percent (25%) of the monthly rent for such unit, multiplied by the number of months for which such Affordable Unit is not in compliance; plus

(3) The difference for any year of non-compliance between the amount of ad valorem tax otherwise due on the Project without the OPREC applicable to the Project and the amount of the Obsolete Properties Tax due on the Project with the OPREC, multiplied by a fraction, the numerator of which is shortfall of the number of units that are not in compliance and the denominator of which is the total number of Affordable Units required hereunder; plus

(4) The reasonable enforcement costs of the City.

b. If the Developer has failed to comply with any other terms of this Agreement, the City shall have the right to obtain injunctive relief to enforce the terms of this Agreement or pursue and obtain such other relief as may be available in law or in equity.

c. The remedies of the City hereunder shall be in addition to, and not in replacement of, any sanctions, penalties, rights, or remedies to which the City may be entitled in law or in equity.

7. **Notices.** All notices, requests, demands or other communications required to be provided by any party under this Agreement shall be in writing and shall be deemed given hereunder upon personal delivery, upon depositing any such notice with postage prepaid in a United States mailbox if sent via certified mail, return receipt requested, upon depositing any such notice in the custody of a nationally recognized overnight delivery service or upon delivery via electronic mail if the recipient of such communication acknowledges receipt thereof. Notices may be given by and/or to counsel for the parties. Notices shall be deemed properly addressed if sent to the following addresses:

To the City: City of Detroit, Housing and Revitalization Department
2 Woodward Avenue, Suite 908
Detroit, Michigan 48226
Attn: Director

With a copy to: City of Detroit, Law Department
2 Woodward Avenue, Suite 500
Detroit, Michigan 48226
Attn: Chief Legal Counsel of Property

To Developer: _____

8. **Miscellaneous Provisions.**

a. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

b. All actions arising under this Agreement shall be governed by, subject to, and construed according to the laws of the State of Michigan. Developer and the City agree, consent and submit to the jurisdiction of any competent court in Wayne County, Michigan, for any action brought against it arising out of this Agreement. Developer also agrees that it will not commence any action against the City because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of this Agreement in any courts other than those in Wayne County, Michigan.

c. This Agreement may be executed by the parties in counterparts which shall be considered as one fully executed agreement. Executed copies of this Agreement may be delivered between the parties via electronic means including electronic mail. The parties intend that this Agreement may be executed by either or both of the parties by means of the affixing of a digital signature or by other electronic means, in accordance with the Michigan Uniform Electronic Transactions Act (MCL 450.831 et seq.).

d. The title and headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provisions of this Agreement.

e. The City reserves and shall have the exclusive right to waive, at the sole discretion of the City, and to the extent permitted by law, any requirement or provision applicable to Developer under this Agreement. No act by or on behalf of the City shall be, or be deemed or construed to be, any waiver of any such requirement or provision, unless the same be in writing, signed by the authorized representative of the City and expressly stated to constitute such waiver.

f. No failure by the City or Developer to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any right, term or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or such covenant, agreement, term and condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

g. Nothing contained herein shall be construed or permitted to operate as any restriction upon the power granted by law to the City of Detroit or the Detroit City Council.

h. Neither the City nor the City's agents have made any representations or warranties to Developer, and no rights or remedies are or shall be acquired by Developer by implication or otherwise unless expressly set forth herein. This Agreement constitutes the entire agreement and understanding between the parties hereto relating to subject matter hereof. Any change in, addition to, or amendment or modification of the terms hereof shall be of no effect unless reduced to writing and executed by both parties and approved by the City of Detroit in accordance with Section 8.j hereof.

i. This Agreement shall be binding upon successors and assigns of either party to this Agreement, and all rights, obligations, benefits and advantages of this Agreement and shall inure to such successors and assigns.

j. Notwithstanding anything in this Agreement, in law or in equity, or otherwise to the contrary, this Agreement shall be of no force or effect and may not in any way be enforced against the City until this Agreement has been fully executed by the duly authorized representative of the City pursuant to the resolution of the Detroit City Council as approved by the Mayor of the City of Detroit, and approved by the City of Detroit Law Department. Any material amendments or modifications must likewise be duly authorized by resolution of the City Council as approved by the Mayor, and be approved by the Law Department.

[Signature pages follow.]

[SIGNATURE PAGE TO AFFORDABLE HOUSING AGREEMENT]

The City and Developer, by and through their duly authorized officers and representatives, have executed this Agreement as of the date first set forth above.

DEVELOPER

a _____

By: _____

Name: _____

Its: _____

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this ____ day of _____, 20__ by
_____, as _____ of _____, a
_____ on behalf of said company.

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

[Signatures continue on following page.]

[SIGNATURE PAGE TO AFFORDABLE HOUSING AGREEMENT]

CITY OF DETROIT,
a Michigan municipal corporation

By: _____

Print: _____

Its: Director, Housing and Revitalization
Department

STATE OF MICHIGAN)
) ss
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on this ____ day of _____, 20__ by _____, as Director of the Housing and Revitalization Department of the City of Detroit, a Michigan public body corporate, on behalf of the City.

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

THIS AGREEMENT WAS APPROVED BY
THE CITY COUNCIL ON:

APPROVED AS TO FORM BY LAW
DEPARTMENT PURSUANT TO § 7.5-206 OF
THE CHARTER OF THE CITY OF DETROIT

Date

Corporation Counsel Date

Prepared By:
Bryan L. Coe, Esq.
City of Detroit, Law Department
2 Woodward Avenue, Suite 500
Detroit, Michigan 48226

When Recorded Return To:
City of Detroit
Housing and Revitalization Department
2 Woodward Avenue, Suite 908
Detroit, Michigan 48226
Attention: Director

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT B

TENANT RETENTION PLAN

Tenant Retention Plan

Redevelopment Strategy & Displacement Prevention Overview

The Palms is an apartment building at 1001 E Jefferson Avenue, Detroit with 61 units. The property has substantial deferred maintenance and requires extensive renovations to make it safe for occupancy. Renovation work will include major investments in the electrical, plumbing and heating systems; replacements of kitchens and bathrooms; new windows, reconfiguration of certain units to restore the secondary means of egress to the exterior back staircase, asbestos abatement and demolition work.

The extent of the required work means there is no safe and comfortable way for residents to remain in the buildings during construction. Construction will take approximately 18 months. After the renovation, all tenants (as of March 11, 2022) in good standing (meaning having a \$0 balance on their rent at the time of relocation) will have the right to return to renovated units.

As used herein, the term “Low Income Tenant” shall mean any resident of the property as of March 11, 2022 whose household income is at or below eighty percent (80%) of median family income for the Detroit-Warren-Livonia Metropolitan Statistical Area as published by the U.S. Department of Housing and Urban Development based on household size.

81001 Jefferson, LLC, the Owner, has procured the services of Detroit Central City/Central City Integrated Health (CCIH) to work with tenants to facilitate their relocation. Tenants will receive support for their moving expenses to an alternative location and return moving expenses for those that express a desire to return to the building.

The owner is committing that all Low-Income tenants in good standing will be eligible to return to a comparable unit. It is the intent of the Owner to seek a property tax abatement.

Affordability Plan

Current rents at the property range from \$635 to \$835 for Studio, \$670 - \$1,270 for 1-BR and \$1,100 to \$1,335 for 2-BR. 42 tenants live at the property as of March 11, 2022. CCIH will complete a tenant survey as part of the tenant outreach process for all those who were willing to determine and verify incomes.

CCIH will provide information on available housing and administer the assistance being provided to all tenants. Further assistance will be provided to Low-Income Tenants in identifying temporary housing with affordable rents based on their incomes. If affordable housing cannot be found, a differential in rent will be provided as needed where new rents exceed existing rents.

Market rents are expected to be approximately as follows:

- Studios: \$1,100
- 1-BR: \$1,575 – \$1,925
- 2-BR: \$2,050

Affordable units at 80% AMI not leased by returning residents will have rents set at rates in accordance with the MSHDA's annual rent limits or market rate rents for comparable units in the building, whichever are less.

12 residential units will be preserved for low-income residents.

- 4 Studios – 374 sf
- 7 1-BR – 545 – 801sf
- 1 2-BR – 801 – 813 sf

Final unit layouts and types have not been determined at this time.

See attached the rent roll for detailed information on occupancy and current rents by unit.

Utilities

Tenants currently pay no utilities. Following renovations, units will be individually metered. Low-Income Tenants will receive a utility allowance credit. All other utilities are included in rent.

Tenant Communication Plan

Initial outreach and income verification

Central City Integrated Health is managing tenant communications. CCIH began contact with residents in March of 2022. Initial assessments and income verification for all residents will be completed after the initial notices are sent out.

Communication & meetings

Though tenant meetings are not required as part of this plan at the date of its confirmation, they may be necessary to facilitate communication with residents about relocation plans. Meetings can be held via ZOOM or in person safely (which could include a mask mandate).

Representatives from CCIH, Building Owner, Modern City (current property manager) and the City of Detroit would be present at these meetings. Meetings would be publicized with fliers displayed prominently within the building and individual letters/notices to tenants.

Sample communications

The following letters/notifications will be provided to all tenants. A draft meeting notice for a Tenant Information Meeting, Relocation Process outline and tenant survey are included for City review. All outgoing communications to residents regarding relocation, construction and affordability agreement will be reviewed by the City, Detroit Central City, the Owner and property management before being distributed.

- Overview of the Relocation process: Letter describing the relocation process, providing contact information for Detroit Central City and management. Informs them of construction plans, affordability agreement to help them return to the property, and assistance that will be provided during the transition.
- Tenant Survey: Request for information to verify income status and qualification for types of relocation support being offered.
- Notification of temporary relocation and assistance being offered: Individual notices that provides residents with specific move-out dates, information on how to connect with moving supports, anticipated return date, and contact information. As the specific support offered to each tenant will be based on their income, these will be provided after assessments are completed.
- Tenant Relocation Process FAQ: Letter further explaining the temporary relocation process, how to determine if one is low income, clearly explaining the relocation benefits by income level, how to receive the set aside benefits, further explanation of common questions to date.
- Additional notices as needed.

Tenant Assessment

Central City Integrated Health will conduct door to door outreach to each tenant to ensure the Tenant Survey is completed. They will assist tenants, as needed, in filling out the survey and collecting the necessary income documentation. This outreach will be conducted during the day and evening hours to ensure tenants are contacted based on their availability. Follow-up may occur in person, phone or email based on the tenant's preferences.

Tenant Habitability Plan

Relocation Schedule

- *Architecture and Engineering*: January 5, 2022 – July 8, 2022
- *Permitting*: December 19, 2022 – February 21, 2023
- *Resident Relocation*: March 11, 2022 – September 30, 2022 (intent is that the majority of tenants have relocated as of May 31, with only those remaining with existing leases.)
- *Construction*: February 22, 2023 – April 18, 2024
- *Resident Permanent Move to Palms*: April, 2024

Logistics: Temporary Relocation

Due to the nature of the renovation, there is no safe and comfortable way for residents to remain in the buildings during construction. Therefore, all work will take place after residents are relocated out of the building.

All services will be maintained until existing tenants are temporarily relocated out during construction. When construction commences, the only services active will be those necessary for

the safe execution of the construction work. All tenants will be relocated before service interruptions.

Temporary relocation plan

After intake, Central City Integrated Health will provide available housing options to all tenants. Low-Income Tenants will be provided additional assistance to start the housing search. CCIH is working with the network of landlords that they know to find vacancies, beginning with nearby properties, but also including other proximate neighborhoods. This initial outreach to landlords will be complete by the end of March.

CCIH will endeavor to work with each tenant based on their specific needs. However, if after repeated outreach a tenant refuses to work with CCIH to collect and provide the necessary documentation, they will not be eligible for assistance since they cannot qualify as a low-income tenant.

Special Needs

The tenant intake process will identify tenant demographics and any special needs of the tenants. For example, the tenant intake will identify income, disability, age, and any background issues that may impair ability to find housing, such as eviction history, credit, criminal background, and mental health.

Packing, storage and/or moving assistance

All tenants may choose between a moving subsidy of \$300 or utilize the mover procured by Detroit Central City for the move out of the building. The subsidy will be paid to the provider procured by Detroit Central City or upon receipt of payment and final move. Boxes can be supplied as needed. Seniors or residents with disabilities who require packing support will be provided with assistance.

Moving expenses back to the Palms will be paid in a similar manner for all Low-Income Tenants who wish to return to the building.

Replacement Housing Support

All tenants will be provided with reimbursement of up to \$150 in application fees upon proof of payment and the Security Deposit for their housing. Their current Security Deposit on file will be credited to this payment and the Owner will cover the difference. The Security deposit will be paid to the Landlord for all tenants once a tenant has completed a file with Central City Integrated Health and the landlord has returned all the necessary documents including a signed lease.

Low-Income Tenants in good standing who indicate a desire to return to the building after renovation will receive several elements of support:

- CCIH will provide support to tenants to identify suitable housing, inspect the units, and negotiate with landlords for the housing cost and lease term.
- Payment of relocation expenses into temporary housing during renovation as outlined above.
- First month's rent along with the Security Deposit paid directly to the Landlord as outlined above.
- "Rent Differential" Payment – the excess in rent over the greater of what they are paying today or 30% of their income – in their temporary housing.
 - A differential payment will be delivered to the landlord on a monthly or quarterly basis depending on terms of the agreement.
- Payment of relocation expenses to return to buildings after renovation is complete.

Rent differential payments will be discontinued 90 days after a tenant has been notified that they can move back to the Palms.

The unit numbers of those certain twelve (12) households of Current Low Income Residents, as referenced in the Affordable Housing Agreement, are as follows:

Unit 106
 Unit 108
 Unit 109
 Unit 217
 Unit 309
 Unit 310
 Unit 401
 Unit 407
 Unit 506
 Unit 604
 Unit 605
 Unit 608

Residents intending to return will be provided written, telephone, and email communication (wherever possible) that they are eligible to return and should respond to the letter of their intent to return to the Project within thirty days of notice. Households who have expressed their intent to return, must then verify that their household income is less than eighty percent (80%) of AMI by December 31, 2022.

Contact information in case of emergency

Property Management Agent: Jade Sanders, jade@moderncity.us, (313) 338-8829

Central City Integrated Health (for Residents): Michelle Monette, mmonette@centralcityhealth.com, (313) 833-6670

All construction-related questions will be directed to Greatwater.



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

Phone: 313.224.6380
Fax: 313.224.1629
www.detroitmi.gov

September 7, 2022

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

Re: Request for Public Hearing to Approve an Obsolete Property Rehabilitation Certificate on behalf of 81001 Jefferson, LLC in the area of 1001 E Jefferson, Detroit, Michigan, in accordance with Public Act 146 of 2000 (Petition #2022-257).

Honorable City Council:

The Housing and Revitalization Department and Finance Departments have reviewed the application of **81001 Jefferson, LLC** and find that it satisfies the criteria set forth by P.A. 146 of 2000 and would be consistent with development and economic goals of the Master Plan.

Public Act 146 of 2000 states that the legislative body of the qualified local governmental unit, shall by resolution either approve or disapprove the application for an Obsolete Property Rehabilitation Exemption Certificate in accordance with Section 8 and other provisions of this act. Prior to acting upon a resolution to recommend approval, a public hearing must be held, and the City Clerk must provide written notice of the public hearing to the assessor and to the governing body of each taxing unit that levies an ad valorem tax within the eligible district.

We request that a Public Hearing be scheduled on the issue of approving the application for the Obsolete Property Rehabilitation Certificate. Attached for your consideration, please find a resolution establishing a date and time for the public hearing.

Respectfully submitted,

DocuSigned by:
A handwritten signature in blue ink, appearing to read "K. Vickers".
A1E218A0ECA417...
Kelly R. Vickers
Chief Housing Development & Investment Officer

KV/(jc)

cc: G. Fulton, Mayor's Office
A. Bryant, P&DD
J. Schnieder, HRD
J. Cook, HRD



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

Phone: 313.224.6380
Fax: 313.224.1629
www.detroitmi.gov

BY COUNCIL MEMBER_____

WHEREAS, pursuant to Public Act No. 146 of 2000 (“the Act”) this City Council may adopt resolution which approves the application of an Obsolete Property Rehabilitation Certificate within the boundaries of the City of Detroit; and

WHEREAS, 81001 Jefferson, LLC has made application for an Obsolete Property Rehabilitation Certificate whose boundaries are particularly described in the map and legal description attached hereto; and

WHEREAS, prior to such approval, the City Council shall provide an opportunity for a Public Hearing, at which Public Hearing on such adoption of a resolution providing such tax exemption, at which Public Hearing representatives of any taxing authority levying *ad valorem* taxes within the City, or any other resident or taxpayer of the City of Detroit may appear and be heard on the matter.

NOW THEREFORE BE IT

RESOLVED, that on the _____, **2022**, a Public Hearing be held on the above described application and be it finally

RESOLVED, that the City Clerk shall give notice of the Public Hearing to the general public and shall give written notice of the Public Hearing by certified mail to all taxing authorities levying an *ad valorem* tax within the City of Detroit.



DEPARTMENTAL SUBMISSION

DEPARTMENT: [eSCRIBE Department]

FILE NUMBER: Housing and Revitalization-0267

*** 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**



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

Phone: 313.224.6380
Fax: 313.224.1629
www.detroitmi.gov

September 7, 2022

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

Re: Request for Public Hearing to Approve an Obsolete Property Rehabilitation Certificate on behalf of 8600 Pingree, LLC in the area of 600 Pingree, Detroit, Michigan, in accordance with Public Act 146 of 2000 (Petition #2022-261).

Honorable City Council:

The Housing and Revitalization Department and Finance Departments have reviewed the application of **8600 Pingree, LLC** and find that it satisfies the criteria set forth by P.A. 146 of 2000 and would be consistent with development and economic goals of the Master Plan.

Public Act 146 of 2000 states that the legislative body of the qualified local governmental unit, shall by resolution either approve or disapprove the application for an Obsolete Property Rehabilitation Exemption Certificate in accordance with Section 8 and other provisions of this act. Prior to acting upon a resolution to recommend approval, a public hearing must be held, and the City Clerk must provide written notice of the public hearing to the assessor and to the governing body of each taxing unit that levies an ad valorem tax within the eligible district.

We request that a Public Hearing be scheduled on the issue of approving the application for the Obsolete Property Rehabilitation Certificate. Attached for your consideration, please find a resolution establishing a date and time for the public hearing.

Respectfully submitted,

DocuSigned by:

A handwritten signature in black ink, appearing to read "Kelly R. Vickers".

Kelly R. Vickers

Chief Housing Development & Investment Officer

KV/(jc)

cc: G. Fulton, Mayor's Office
A. Bryant, P&DD
J. Schnieder, HRD
J. Cook, HRD



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

Phone: 313.224.6380
Fax: 313.224.1629
www.detroitmi.gov

BY COUNCIL MEMBER _____

WHEREAS, pursuant to Public Act No. 146 of 2000 (“the Act”) this City Council may adopt resolution which approves the application of an Obsolete Property Rehabilitation Certificate within the boundaries of the City of Detroit; and

WHEREAS, **8600 Pingree, LLC** has made application for an Obsolete Property Rehabilitation Certificate whose boundaries are particularly described in the map and legal description attached hereto; and

WHEREAS, prior to such approval, the City Council shall provide an opportunity for a Public Hearing, at which Public Hearing on such adoption of a resolution providing such tax exemption, at which Public Hearing representatives of any taxing authority levying *ad valorem* taxes within the City, or any other resident or taxpayer of the City of Detroit may appear and be heard on the matter.

NOW THEREFORE BE IT

RESOLVED, that on the _____, **2022**, a Public Hearing be held on the above described application and be it finally

RESOLVED, that the City Clerk shall give notice of the Public Hearing to the general public and shall give written notice of the Public Hearing by certified mail to all taxing authorities levying an *ad valorem* tax within the City of Detroit.

OBSOLETE PROPERTY REHABILITATION EXEMPTION CERTIFICATE AGREEMENT

THIS OBSOLETE PROPERTY REHABILITATION EXEMPTION CERTIFICATE AGREEMENT (this “Agreement”) is made this 7th day of October, 2022 by and between the City of Detroit, a Michigan municipal corporation (the “City”), acting by and through its Planning & Development Department, with an office at 2 Woodward Avenue, Suite 808, Detroit, Michigan 48226, and **8600 Pingree, LLC** (“Applicant”) with an office at **6001 Cass Avenue, Detroit, MI 48202**.

WITNESSETH:

WHEREAS, Public Act 146 of 2000, as amended, also known as the Obsolete Property Rehabilitation Act (the “Act”), (1) provides for the establishment of obsolete property rehabilitation districts by local governmental units, (2) provides for the abatement or exemption from certain taxes for qualified obsolete property owners, and (3) allows local governmental units to levy and collect a specific tax from the owners of an obsolete property, among other provisions; and

WHEREAS, the Applicant has submitted an application (the “Application”) for an Obsolete Property Rehabilitation Exemption Certificate (“OPREC”) for the property located at: **600 Pingree, Detroit, MI 48202** (the “Property”). A copy of the Application is attached hereto as **Exhibit A** and made a part hereof; and

WHEREAS, the City has previously approved an obsolete property rehabilitation district pursuant to the Act, and the Property is located in such district; and

WHEREAS, the Applicant has committed to complete a Rehabilitation of the Property, as defined in the Act, and to hire or retain a certain amount of full-time employees at the Property during the Term (as defined below); and

WHEREAS, the City has approved the Application by adopting a resolution granting the OPREC to the Applicant, contingent upon the covenants and representations contained herein and pending approval by the Michigan State Tax Commission. A copy of the City resolution granting the OPREC is attached hereto as **Exhibit B** and made a part hereof; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. General.

a. Unless earlier revoked as provided for in Section 12 of the Act, being MCL 125.2792, or as provided for in this Agreement, the term of the OPREC and the term of this Agreement (collectively, the “Term”) will be for a period of **Twelve (12)** years, beginning on the certificate beginning date stated in the OPREC issued by the Michigan State Tax Commission.

b. The Applicant will complete the Property Rehabilitation, as defined in the Act and as set forth in the Application, no later than **April 10, 2024**.

c. The Applicant shall create, or cause to be created, at least **Zero (0)** (the “Employee Commitment Number”) full-time employees at the Property within one (1) year of the effective date of this Agreement.

d. The Applicant will recruit and hire City of Detroit residents in accordance with specified targets as set forth in the City of Detroit Resident Employment Plan (“Employment Plan”) submitted by the Applicant to the City as part of the Application and approved by the City of Detroit Civil Rights, Inclusion and Opportunity Department (“CRIO”). Throughout the Term, the Employment Plan may not be modified without CRIO’s prior written approval, which approval may be granted or withheld in CRIO’s sole discretion. CRIO will monitor the Applicant’s compliance with the Employment Plan on an annual basis throughout the Term. Upon notice from CRIO of a discrepancy between the Applicant’s commitment in the Employment Plan and the actual number of City of Detroit residents employed at the Property, Applicant shall submit a correction plan setting forth the Applicant’s plan to bring the number of City of Detroit residents employed at the Property back up to the specified targets as set forth in the Employment Plan. Applicant’s correction plan must be approved by CRIO. Applicant shall be required to fulfill the terms of such correction plan in the timeline set forth in the correction plan.

e. For purposes of this Agreement, a “full-time employee” is defined as a person: (i) who is employed by the Applicant or its affiliates on a salary, wage, commission, or other basis for a minimum period of forty (40) hours a week and (ii) from whose compensation the Applicant or its affiliates, including a staffing agency, are required by law to withhold City of Detroit income taxes. Affiliates may include Applicant’s tenant(s) that lease space at the Property.

2. Applicant Representations and Warranties.

In compliance with the Act, and in order to induce the City to grant the OPREC to the Applicant, the Applicant represents and warrants that:

a. The Applicant was the owner of the Property at the time of Applicant’s submission of the Application and is the owner of the Property as of the date of this Agreement.

b. The Property is an “Obsolete Property” as defined under the Act.

c. During the Term, no portion of the Property will be used as a professional sports stadium.

d. During the Term, no portion of the Property will be used, owned or operated by a casino or affiliated company, as defined in the Act.

e. The Applicant would not have considered accomplishing Rehabilitation of the Property without an OPREC.

f. Rehabilitation of the Property did not start prior to establishment of the obsolete property rehabilitation district in which the Property is located.

- g. There are no delinquent taxes owed on the Property.
- h. The Applicant will pay any applicable taxes on the Property as they become due.
- i. The Rehabilitation and Applicant's current and planned future operation of the Property are in compliance with the City of Detroit Zoning Ordinance and Master Plan.
- j. If the Rehabilitation of the Property will include the provision of housing at the Property, the Applicant agrees: (i) to comply with Fair Housing Practices that meet the guidelines set forth by the U.S. Fair Housing Act (42 U.S.C. 3601 through 3619); and (ii) to comply with the Affordability Requirements set forth on Addendum 2, attached hereto.

3. Community Benefits Requirements.

Pursuant to City of Detroit Ordinance 35-16, also known as the Community Benefits Ordinance (the "Ordinance"), if the Property involves a Tier 2 Development Project (as defined by the Ordinance), then the Applicant will:

- a. Partner with the City and, when appropriate, a workforce development agency to promote the hiring, training and employability of Detroit residents, consistent with State and Federal Law.
- b. Partner with the Director of the Planning & Development Department to address and mitigate negative impacts that the Tier 2 Development Project may have on the community and local residents. The Applicant will adhere to the mitigation requirements, if any, stated in the attached Addendum 1 - Requirements, which is incorporated herein by reference.

4. Reporting to the City by the Applicant.

Applicant agrees to provide the City with sufficient information, subject to review and audit by the City, in order for the City to determine the Applicant's compliance with this Agreement. At a minimum, the Applicant shall comply with the following covenants during the Term:

- a. Upon request, the Applicant shall provide the Planning & Development Department copies of all construction plans, building permits and certificates of occupancy related to the Rehabilitation of the Property.
- b. Applicant shall permit the City to perform periodic site visits to the Property by the City to establish whether the Applicant is completing the Rehabilitation to the Property as required by the Act and this Agreement.
- c. Annually, within two (2) weeks after each anniversary of the commencement of the Term, Applicant shall submit to the Planning & Development Department a certified status report ("Status Report") signed by an authorized officer of the Applicant. The Status Report shall set forth for the previous year: (i) the Rehabilitation work completed at the Property; (ii) Applicant's

financial investment in the Property for that year; and (iii) the number of full-time employees at the Property for that year.

d. Annually, within two (2) weeks after each anniversary of the commencement of the Term, the Applicant shall submit to CRIO the Annual Employment Report for Tax Abatements (the “Status Report”), including copies of proofs of residency that have been accepted by CRIO.

e. Applicant shall use and participate in the City of Detroit's central affordable housing portal (the “Housing Portal”) to advertise available rental units at the Property, so long as the Housing Portal exists. Applicants shall work with City staff to create a property listing for the Property within the Housing Portal and shall coordinate marketing efforts for available units at the Property with the City. Applicant shall review its listing on the Housing Portal and shall make updates to any listings, if necessary, on at least an annual basis. When the Property has immediate vacancies and the Applicant has exhausted its waitlist (if any) for the Property, Applicant shall use the Housing Portal to market those vacancies. Applicant shall update its listing within the Housing Portal when Applicants waitlists (if any) for the Property opens or closes. Applicant shall provide the City with such information as the City may reasonably request to maintain accurate information about the Property on the Housing Portal. Communications to the City regarding the property listing for the Property, vacancies, waitlist openings, or other information required to be provided pursuant to this Section 4.e may be sent to detroithomeconnect@detroitmi.gov.

5. Revocation of OPREC and Termination of this Agreement.

The City may, in its sole discretion and by resolution of Detroit City Council, revoke the OPREC if the City finds that: (a) the completion of Rehabilitation of the Property has not occurred in the time or manner authorized by this Agreement; or (b) that the Applicant has not proceeded in good faith with the Rehabilitation of the Property in a manner consistent with the purposes of the Act, taking into account any circumstances that are beyond the control of the Applicant.

As used in this Section 5, “good faith” includes, but is not limited to, the following: (i) Applicant is actively working with an agency or City Department to hire and ascertain methods of recruiting and employing Detroit residents at the Property, and (ii) Applicant is actively working with the Detroit Economic Growth Corporation, the City’s Planning & Development Department, and CRIO to ascertain methods of obtaining resources to improve Applicant’s business in a manner that will allow for compliance with this Agreement.

6. Payment of Exempted Taxes for Shortfall of Employment.

If the average number of full-time employees at the Property for any given year of the Term is less than the Employee Commitment Number, the Applicant agrees to pay to the City, in addition to the Obsolete Properties Tax due under the OPREC, an amount equal to the difference between the amount of ad valorem tax that would be due on the Property without the OPREC, and the amount of Obsolete Properties Tax due on the Property under the OPREC, for that given year, multiplied by a fraction, the numerator of which is the shortfall in the number of full-time employees indicated in the Status Report, and the denominator of which is the Employee Commitment Number. Prior to taking any action to require the Applicant to pay an amount to the City pursuant to this Section, the City must afford the Applicant an opportunity to present reasons for the employment shortfall at a public hearing.

In the event that the Applicant fails to report in the Status Report the number of full-time employees at the Property for a given year of the Term, the number of full-time employees at the Property for purposes of this Section shall be deemed to be zero (0).

7. Notice to City of Discontinuance of Operations.

If during the Term the Applicant intends to discontinue operations at the Property, the Applicant will provide thirty (30) days' prior written notice of such shutdown of operations to the Director of the Planning & Development Department.

8. Reservation of Remedies.

The City and the Applicant agree that each of the rights and remedies provided by this Agreement may be exercised separately or cumulatively, and shall not be exclusive of any other rights and remedies provided by law. Invalidation of any of the provisions contained in this Agreement by operation of law, judgment, court order or otherwise shall not invalidate any of the other provisions of this Agreement.

9. Transfer.

Neither the OPREC nor this Agreement may be transferred or assigned by the Applicant to a new owner of the Property unless the City, in its sole discretion, approves such transfer or assignment upon application by the new owner.

10. Headings.

The headings contained in this Agreement are for descriptive purposes only, and do not alter or govern the substantive content of the provisions of the Agreement.

11. Capitalized Terms.

Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Act.

12. Governing Law; Venue.

This Agreement and all actions arising under it shall be governed by, subject to, and construed according to the law of the State of Michigan. Applicant agrees, consents and submits to the exclusive personal jurisdiction of any state or federal court of competent jurisdiction in Wayne County, Michigan, for any action arising out of this Agreement. Applicant also agrees that it shall not commence any action against the City because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of this Agreement in any state or federal court of competent jurisdiction other than one in Wayne County, Michigan.

13. Amendment.


This Agreement may not be amended or modified except by a written instrument executed by each of the parties hereto.

[Remainder of Page Intentionally Left Blank]

**[SIGNATURE PAGE TO OBSOLETE PROPERTY REHABILITATION EXEMPTION
CERTIFICATE AGREEMENT]**

IN WITNESS WHEREOF, the City and the Applicant, by and through their authorized officers and representatives, have executed this Agreement as follows:

**APPLICANT:
8600 PINGREE LLC**

By: _____

Print: JOHN HOWBERT

Its: AUTHORIZED SIGNATORY

**CITY OF DETROIT
PLANNING & DEVELOPMENT DEPT.**

By: _____

Print: _____

Its: _____

THIS AGREEMENT WAS
APPROVED BY THE CITY
COUNCIL ON:

APPROVED BY LAW DEPARTMENT
PURSUANT TO § 7.5-206 OF THE CHARTER
OF THE CITY OF DETROIT

Date

Corporation Counsel Date

**THIS AGREEMENT IS NOT EFFECTIVE OR VALID UNTIL APPROVED BY
RESOLUTION OF THE CITY COUNCIL, SIGNED BY ALL PARTIES HERETO, AND
AN OBSOLETE PROPERTY REHABILITATION CERTIFICATE IS APPROVED BY
THE MICHIGAN STATE TAX COMMISSION**

ADDENDUM 1
Requirements

ADDENDUM 2
Affordability Requirements

[SEE ATTACHED]

EXHIBIT A

Application for Obsolete Property Rehabilitation Exemption Certificate

EXHIBIT B
Detroit City Council Resolution
Granting the Obsolete Property Rehabilitation Exemption Certificate



DEPARTMENTAL SUBMISSION

DEPARTMENT: [eSCRIBE Department]
FILE NUMBER: Housing and Revitalization-0266

*** 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**



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

Phone: 313.224.6380
Fax: 313.224.1629
www.detroitmi.gov

October 5, 2022

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

Re: Request for Public Hearing to Approve an Obsolete Property Rehabilitation Certificate on behalf of 88711 2nd, LLC in the area of 610 Blaine, Detroit, Michigan, in accordance with Public Act 146 of 2000 (Petition #2022-262).

Honorable City Council:

The Housing and Revitalization Department and Finance Departments have reviewed the application of **88711 2nd, LLC** and find that it satisfies the criteria set forth by P.A. 146 of 2000 and would be consistent with development and economic goals of the Master Plan.

Public Act 146 of 2000 states that the legislative body of the qualified local governmental unit, shall by resolution either approve or disapprove the application for an Obsolete Property Rehabilitation Exemption Certificate in accordance with Section 8 and other provisions of this act. Prior to acting upon a resolution to recommend approval, a public hearing must be held, and the City Clerk must provide written notice of the public hearing to the assessor and to the governing body of each taxing unit that levies an ad valorem tax within the eligible district.

We request that a Public Hearing be scheduled on the issue of approving the application for the Obsolete Property Rehabilitation Certificate. Attached for your consideration, please find a resolution establishing a date and time for the public hearing.

Respectfully submitted,

DocuSigned by:

A handwritten signature in black ink, appearing to read "Kelly R. Vickers", enclosed within a blue DocuSign signature line.

A1E218A0ECA417...

Kelly R. Vickers

Chief Housing Development & Investment Officer

KV/jc

cc: G. Fulton, Mayor's Office
A. Bryant, P&DD
J. Schnieder, HRD
J. Cook, HRD



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

Phone: 313.224.6380
Fax: 313.224.1629
www.detroitmi.gov

BY COUNCIL MEMBER _____

WHEREAS, pursuant to Public Act No. 146 of 2000 (“the Act”) this City Council may adopt resolution which approves the application of an Obsolete Property Rehabilitation Certificate within the boundaries of the City of Detroit; and

WHEREAS, **88711 2nd, LLC** has made application for an Obsolete Property Rehabilitation Certificate whose boundaries are particularly described in the map and legal description attached hereto; and

WHEREAS, prior to such approval, the City Council shall provide an opportunity for a Public Hearing, at which Public Hearing on such adoption of a resolution providing such tax exemption, at which Public Hearing representatives of any taxing authority levying *ad valorem* taxes within the City, or any other resident or taxpayer of the City of Detroit may appear and be heard on the matter.

NOW THEREFORE BE IT

RESOLVED, that on the _____, **2022**, a Public Hearing be held on the above described application and be it finally

RESOLVED, that the City Clerk shall give notice of the Public Hearing to the general public and shall give written notice of the Public Hearing by certified mail to all taxing authorities levying an *ad valorem* tax within the City of Detroit.

Janice M. Winfrey
City Clerk

City of Detroit

OFFICE OF THE CITY CLERK

Andre P. Gilbert II
Deputy City Clerk

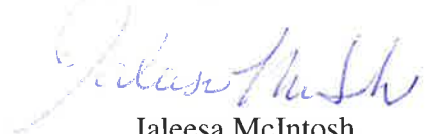
August 4, 2022

To: Katharine G. Trudeau, Deputy Director
Planning and Development Department
Coleman A. Young Municipal Center
2 Woodward Ave. Suite 808
Detroit, MI. 48226

Re: Request for the Establishment of an Obsolete Property Rehabilitation
Certificate at (610 Blaine)

Please find attached an application Request for the Establishment of an Obsolete
Property Rehabilitation Certificate at (610 Blaine)

Respectfully submitted,



Jaleesa McIntosh,
Jr. Assistant City Council Committee Clerk
Office of the City Clerk

July 29, 2022

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

RE: Request for the Establishment of an Obsolete Property Rehabilitation Certificate at (610 Blaine)

Honorable City Council:

On behalf of 88711 2nd, LLC, please accept this letter as a request to establish an Obsolete Property Rehabilitation Certificate for the property located at 610 Blaine and described on Attachment A.

Lee Crest, 610 Blaine, is a prominent apartment building in the Piety Hill neighborhood. Currently vacant, this building has experienced extreme deferred maintenance impacting the health and safety of potential residents in the building as well as being a blighting factor in a stable neighborhood. The rehabilitation plan for Lee Crest will bring forth the rehabilitation of the buildings, 102 rental units, 85,456 total square feet, and bring this apartment building in the center of the Piety Hill neighborhood to productive and habitable use contributing to a stable and growing neighborhood. Further, in conjunction with the City of Detroit's Housing and Revitalization Department (HRD), Lee Crest will reserve 20% of the units for returning resident voucher holders, followed by citywide resident voucher holders, then finally for residents who are 80% AMI.

Renovation of the property is planned to commence in January 2023 and is expected to be completed in April 2023. The OPRA is being requested for 12 years.

The Lee Crest Project intends to invest approximately \$12.1 million into the rehabilitation of 610 Blaine. The building is intended to be used as apartments, totaling 102 units. Improvements include new kitchens with appliances, improved bathrooms new roof and exterior façade repair including new windows and restoration of historic elements, new elevators, assessment and abatement of all asbestos and lead where required and necessary. The buildings 610 Blaine qualify as functionally obsolete, according to the definition in Act 381 of 1996; "the property is unable to be used adequately to perform the function for which it was intended due to the substantial loss in value." The loss in value is a result of the following:

- Elevators that cannot safely be operated;
- Extensive exterior façade renovations;

- Leaking and damaged roofs;
- Potential asbestos and lead in some units ; and
- Significant deferred maintenance in both plumbing, electrical, and window improvements.

Thank you for your time and consideration of this request. Should you require any additional information in order to proceed, please feel free to contact the development team: Kizzmet Littleton, Development Analyst, klittleton@greatwater.us

Respectfully submitted,



Company Name/Representative
Phone Number & Email Address

Attachment A: Site Map that includes the parcel(s) of property / Legal Description

Attachment B: Paid Receipt of Current Taxes

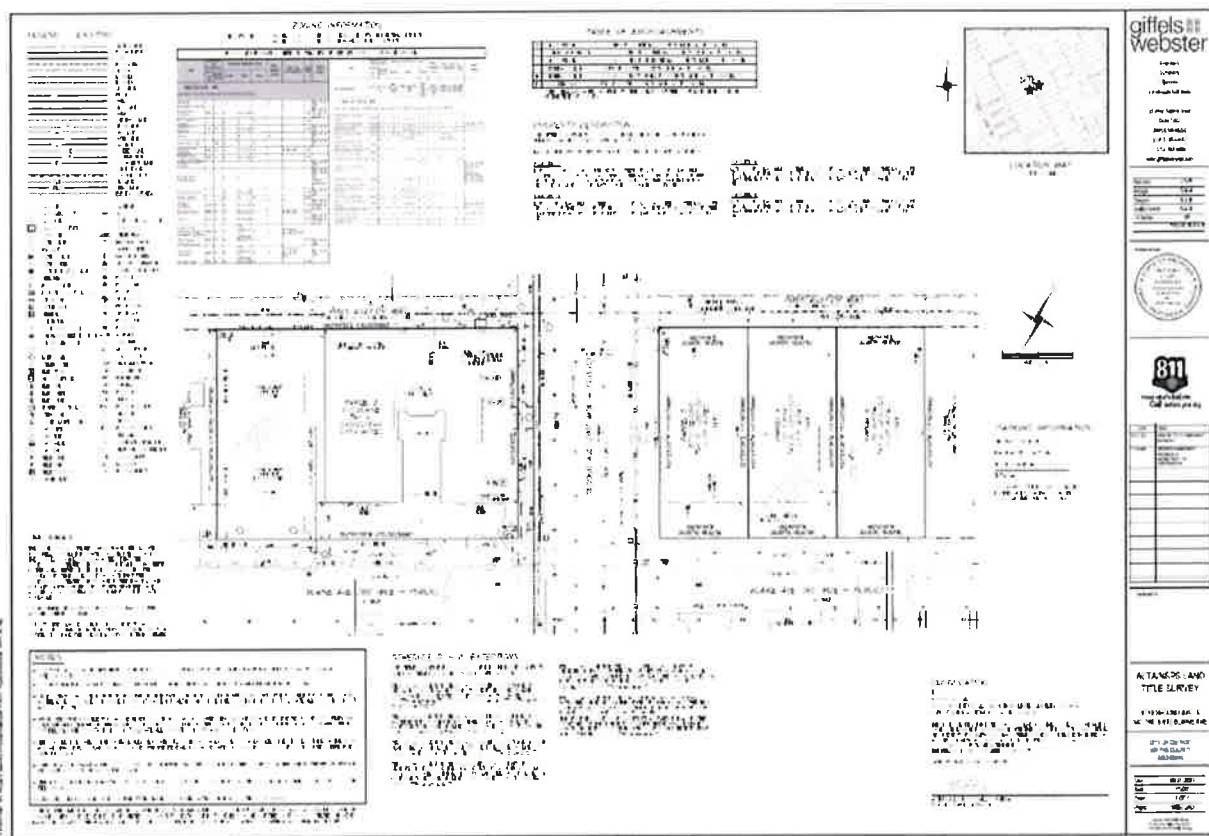
Attachment C: Application for OPRA

Cc: C. Fraizer DEGC
J.Cook, HRD
V. Farley, HRD
D. Agee, City Clerk

ATTACHMENT A: Site Map that includes the parcel(s) of property / Legal Description

Lee Crest, also known as 610 Blaine, was built in 1926. This 85,456 square foot apartment building is currently vacant. Lee Crest will be renovated into 102 rental units. This includes significant plumbing, electrical, roof and window repairs. Construction is to begin January 2023 and end April 2023.

610 Blaine: N BLAINE 17 THRU 15 W 20 FT 14 MC LAUGHLIN BROTHERS SUB L14 P21 PLATS, W C R 4/85 170 X 117.5
Parcel ID: 04002218-9



ATTACHMENT B

610 BLAINE 48202 (Property Address)

Parcel Number: 04002218-9



Item 1 of 5 4 Images / 1 Sketch

Property Owner: LEE CREST LLC

Summary Information

- > Commercial/Industrial Building Summary
 - Yr Built: 1926 - # of Buildings: 3
 - Total Sq.Ft.: 82,748
- > Property Tax information found

> Assessed Value: \$1,298,500 | Taxable Value: \$163,852

Owner and Taxpayer Information

| Owner | Taxpayer | SEE OWNER INFORMATION |
|--|----------|-----------------------|
| LEE CREST LLC 686 SELDEN DETROIT, MI 48201 | | |

Legal Description

N BLAINE 17 THRU 15 W 20 FT 14 MC LAUGHLIN BROTHERS SUB L14 P21 PLATS, W C R 4/85 170 X 117.5

Recalculate amounts using a different Payment Date

You can change your anticipated payment date in order to recalculate amounts due as of the specified date for this property.

Enter a Payment Date

8/18/2021

Recalculate

Tax History

| Year | Season | Total Amount | Total Paid | Last Paid | Total Due |
|------|--------|--------------|-------------|------------|-----------|
| 2021 | Summer | \$12,854.56 | \$12,854.56 | 08/05/2021 | \$0.00 |
| 2020 | Winter | \$1,532.32 | \$1,532.32 | 01/07/2021 | \$0.00 |

| | | | | | |
|------|--------|-------------|-------------|------------|--------|
| 2020 | Summer | \$13,536.65 | \$13,536.65 | 01/07/2021 | \$0.00 |
| 2019 | Winter | \$1,503.97 | \$1,503.97 | 01/06/2020 | \$0.00 |

****Disclaimer:** BS&A Software provides BS&A Online as a way for municipalities to display information online and is not responsible for the content or accuracy of the data herein. This data is provided for reference only and WITHOUT WARRANTY of any kind, expressed or inferred. Please contact your local municipality if you believe there are errors in the data.

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Application for Obsolete Property Rehabilitation Exemption Certificate

Issued under authority of Public Act 146 of 2000, as amended.

This application should be filed after the district is established. This project will not receive tax benefits until approved by the State Tax Commission. Applications received after October 31 may not be acted upon in the current year. This application is subject to audit by the State Tax Commission.

INSTRUCTIONS: File the completed application and the required attachments with the clerk of the local government unit. (The State Tax Commission requires two copies of the Application and attachments. The original is retained by the clerk.) See State Tax Commission Bulletin 9 of 2000 for more information about the Obsolete Property Rehabilitation Exemption. The following must be provided to the local government unit as attachments to this application: (a) General description of the obsolete facility (year built, original use, most recent use, number of stories, square footage); (b) General description of the proposed use of the rehabilitated facility, (c) Description of the general nature and extent of the rehabilitation to be undertaken, (d) A descriptive list of the fixed building equipment that will be a part of the rehabilitated facility, (e) A time schedule for undertaking and completing the rehabilitation of the facility, (f) A statement of the economic advantages expected from the exemption. A statement from the assessor of the local unit of government, describing the required obsolescence has been met for this building, is required with each application. Rehabilitation may commence after establishment of district.

| | | | | | | | | |
|--|--|---|---|--|--|--|---|---|
| Applicant (Company) Name (applicant must be the OWNER of the facility) 88711 2nd LLC | | | | | | | | |
| Company Mailing Address (Number and Street, P.O. Box, City, State, ZIP Code) 6001 Cass Avenue, Detroit, MI, 48202 | | | | | | | | |
| Location of obsolete facility (Number and Street, City, State, ZIP Code) 610 Blaine, Detroit, MI, 48201 | | | | | | | | |
| City, Township, Village (Indicate which) Detroit, City | | County Wayne | | | | | | |
| Date of Commencement of Rehabilitation (mm/dd/yyyy) 02/03/2023 | Planned date of Completion of Rehabilitation (mm/dd/yyyy) 04/10/2024 | School District where facility is located (include school code) | | | | | | |
| Estimated Cost of Rehabilitation \$12,100,000.00 | | Number of years exemption requested 12 | | | | | | |
| Attach legal description of obsolete property on separate sheet. | | | | | | | | |
| Expected Project Outcomes (Check all that apply) <table><tr><td><input type="checkbox"/> Increase commercial activity</td><td><input type="checkbox"/> Retain employment</td><td><input checked="" type="checkbox"/> Revitalize urban areas</td></tr><tr><td><input type="checkbox"/> Create employment</td><td><input type="checkbox"/> Prevent a loss of employment</td><td><input checked="" type="checkbox"/> Increase number of residents in the community in which the facility is situated</td></tr></table> | | | <input type="checkbox"/> Increase commercial activity | <input type="checkbox"/> Retain employment | <input checked="" type="checkbox"/> Revitalize urban areas | <input type="checkbox"/> Create employment | <input type="checkbox"/> Prevent a loss of employment | <input checked="" type="checkbox"/> Increase number of residents in the community in which the facility is situated |
| <input type="checkbox"/> Increase commercial activity | <input type="checkbox"/> Retain employment | <input checked="" type="checkbox"/> Revitalize urban areas | | | | | | |
| <input type="checkbox"/> Create employment | <input type="checkbox"/> Prevent a loss of employment | <input checked="" type="checkbox"/> Increase number of residents in the community in which the facility is situated | | | | | | |
| Indicate the number of jobs to be retained or created as a result of rehabilitating the facility, including expected construction employment. _____ | | | | | | | | |
| <input checked="" type="checkbox"/> Each year, the State Treasurer may approve 25 additional reductions of half the school operating and state education taxes for a period not to exceed six years. Check the box at left if you wish to be considered for this exclusion. | | | | | | | | |

APPLICANT CERTIFICATION

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all of the information is truly descriptive of the property for which this application is being submitted. Further, the undersigned is aware that, if any statement or information provided is untrue, the exemption provided by Public Act 146 of 2000 may be in jeopardy.

The applicant certifies that this application relates to a rehabilitation program that, when completed, constitutes a rehabilitated facility, as defined by Public Act 146 of 2000, as amended, and that the rehabilitation of the facility would not be undertaken without the applicant's receipt of the exemption certificate.

It is further certified that the undersigned is familiar with the provisions of Public Act 146 of 2000, as amended, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Obsolete Property Rehabilitation Exemption Certificate by the State Tax Commission.

| | | |
|--|---|------------|
| Name of Company Officer (No authorized agents) John Howbert | Telephone Number (313) 404-7661 | Fax Number |
| Mailing Address 6001 Cass Avenue | E-mail Address klittleton@greatwater.us | |
| Signature of Company Officer (no authorized agents)  | Title Development Analyst | |

LOCAL GOVERNMENT UNIT CLERK CERTIFICATION

The Clerk must also complete Parts 1, 2 and 4 on page 2. Part 3 is to be completed by the Assessor.

| | | |
|-------------------------------------|---------------------------|-----------|
| Signature | Date Application Received | |
| FOR STATE TAX COMMISSION USE | | |
| Application Number | Date Received | LUCI Code |

LOCAL GOVERNMENT ACTION

This section is to be completed by the clerk of the local governing unit before submitting the application to the State Tax Commission. Include a copy of the resolution which approves the application and instruction items (a) through (f) on page 1, and a separate statement of obsolescence from the assessor of record with the State Assessor's Board. All sections must be completed in order to process.

PART 1: ACTION TAKEN

Action Date

☐ Exemption Approved for _____ Years, ending December 30, _____ (not to exceed 12 years)

☐ Denied

Date District Established

LUCI Code

School Code

PART 2: RESOLUTIONS (the following statements must be included in resolutions approving)

A statement that the local unit is a Qualified Local Governmental Unit.

A statement that the Obsolete Property Rehabilitation District was legally established including the date established and the date of hearing as provided by section 3 of Public Act 146 of 2000.

A statement indicating whether the taxable value of the property proposed to be exempt plus the aggregate taxable value of property already exempt under Public Act 146 of 2000 and under Public Act 198 of 1974 (IFT's) exceeds 5% of the total taxable value of the unit.

A statement of the factors, criteria and objectives, if any, necessary for extending the exemption, when the certificate is for less than 12 years.

A statement that a public hearing was held on the application as provided by section 4(2) of Public Act 146 of 2000 including the date of the hearing.

A statement that the applicant is not delinquent in any taxes related to the facility.

If it exceeds 5% (see above), a statement that exceeding 5% will not have the effect of substantially impeding the operation of the Qualified Local Governmental Unit or of impairing the financial soundness of an affected taxing unit.

A statement that all of the items described under "Instructions" (a) through (f) of the Application for Obsolete Property Rehabilitation Exemption Certificate have been provided to the Qualified Local Governmental Unit by the applicant.

A statement that the application is for obsolete property as defined in section 2(h) of Public Act 146 of 2000.

A statement that the commencement of the rehabilitation of the facility did not occur before the establishment of the Obsolete Property Rehabilitation District.

A statement that the application relates to a rehabilitation program that when completed constitutes a rehabilitated facility within the meaning of Public Act 146 of 2000 and that is situated within an Obsolete Property Rehabilitation District established in a Qualified Local Governmental Unit eligible under Public Act 146 of 2000 to establish such a district.

A statement that completion of the rehabilitated facility is calculated to, and will at the time of issuance of the certificate, have the reasonable likelihood to, increase commercial activity, create employment, retain employment, prevent a loss of employment, revitalize urban areas, or increase the number of residents in the community in which the facility is situated. The statement should indicate which of these the rehabilitation is likely to result in.

A statement that the rehabilitation includes improvements aggregating 10% or more of the true cash value of the property at commencement of the rehabilitation as provided by section 2(l) of Public Act 146 of 2000.

A statement of the period of time authorized by the Qualified Local Governmental Unit for completion of the rehabilitation.

PART 3: ASSESSOR RECOMMENDATIONS

Provide the Taxable Value and State Equalized Value of the Obsolete Property, as provided in Public Act 146 of 2000, as amended, for the tax year immediately preceding the effective date of the certificate (December 31 of the year approved by the STC)

Building Taxable Value

Building State Equalized Value

\$

\$

Name of Government Unit

Date of Action Application

Date of Statement of Obsolescence

PART 4: CLERK CERTIFICATION

The undersigned clerk certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way. Further, the undersigned is aware that if any information provided is untrue, the exemption provided by Public Act of 2000 may be in jeopardy.

Name of Clerk

Telephone Number

Clerk Mailing Address

Mailing Address

Telephone Number

Fax Number

E-mail Address

Clerk Signature

Date

For faster service, email completed application and attachments to PTE@michigan.gov. An additional submission option is to mail the completed application and attachments to Michigan Department of Treasury, State Tax Commission, PO Box 30471, Lansing, MI 48909. If you have any questions, call 517-335-7491.



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

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVE., SUITE 824
DETROIT, MI 48226
PHONE: 313•224•3011
FAX: 313•224•9400

August 22, 2022

Katy Trudeau, Deputy Director
Planning & Development Department
Coleman A. Young Municipal Center
2 Woodward Ave, Suite 808
Detroit, MI 48226

Re: **Obsolete Property Rehabilitation Certificate – 88711 2ND LLC**

Addresses: 610 Blaine
Parcel Number: 04002218-9.

Dear Ms. Trudeau:

The Office of the Chief Financial Officer, Office of the Assessor, has reviewed the proposed Obsolete Property Rehabilitation Certificate for the property located at **610 Blaine** located in the **Piety Hill** area of the City of Detroit.

The rationale for Obsolete Property Rehabilitation Certificates under PA 146 of 2000, as amended, is based on the anticipation of increased market value upon completion of new construction and /or significant rehabilitation of existing commercial property and commercial housing property. Normal repair and maintenance are not assessed and do not necessarily generate additional market value.

The 2022 values are as follows:

| Parcel # | Address | Building Assessed Value (SEV) | Building Taxable Value | Land Assessed Value (SEV) | Land Taxable Value |
|------------|-----------|-------------------------------|------------------------|---------------------------|--------------------|
| 04002218-9 | 610 Baine | \$ 1,961,000 | \$ 168,606 | \$ 7,600 | \$ 653 |
| | | | | | |

The district as proposed by the **88711 2nd LLC** consists of the apartments building known as the Lee Crest Apartments, consisting of 102 apartment units, built in 1926 with 82,748 sq.ft. The proposed project consists of rehabilitating the existing structure and will undergo major renovations including window replacement, roof replacement, all major mechanical, plumbing and electrical systems replacement and/or repairs, unit updates, elevator replacement, and environmental remediation.



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

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVE., SUITE 824
DETROIT, MI 48226
PHONE: 313•224•3011
FAX: 313•224•9400

Obsolete Property Rehabilitation Certificate
88711 2nd LLC
Page 2

This property meets the criteria set forth under PA 146 of 2000, as amended. It applies to blighted, functionally obsolete and contaminated properties. "Rehabilitation," meaning that changes to qualified facilities that are required to restore or modify the property, together with all appurtenances, to an economically efficient condition. Rehabilitation also includes major renovation and modification including, but not necessarily limited to, the improvement of floor loads, correction of deficient or excessive height, new or improved fixed building equipment, including heating, ventilation, and lighting, reducing multistory facilities to 1 or 2 stories, adding additional stories to a facility or adding additional space on the same floor level not to exceed 100% of the existing floor space on that floor level, improved structural support including foundations, improved roof structure and cover, floor replacement, improved wall placement, improved exterior and interior appearance of buildings, and other physical changes required to restore or change the obsolete property to an economically efficient condition.

A review of the project plan and related statutes indicated that the proposed Obsolete Property Rehabilitation Certificate for the property located at **610 Blaine** is eligible as it pertains to the Obsolete Property Rehabilitation Act under P.A. 146 of 2000, as amended.

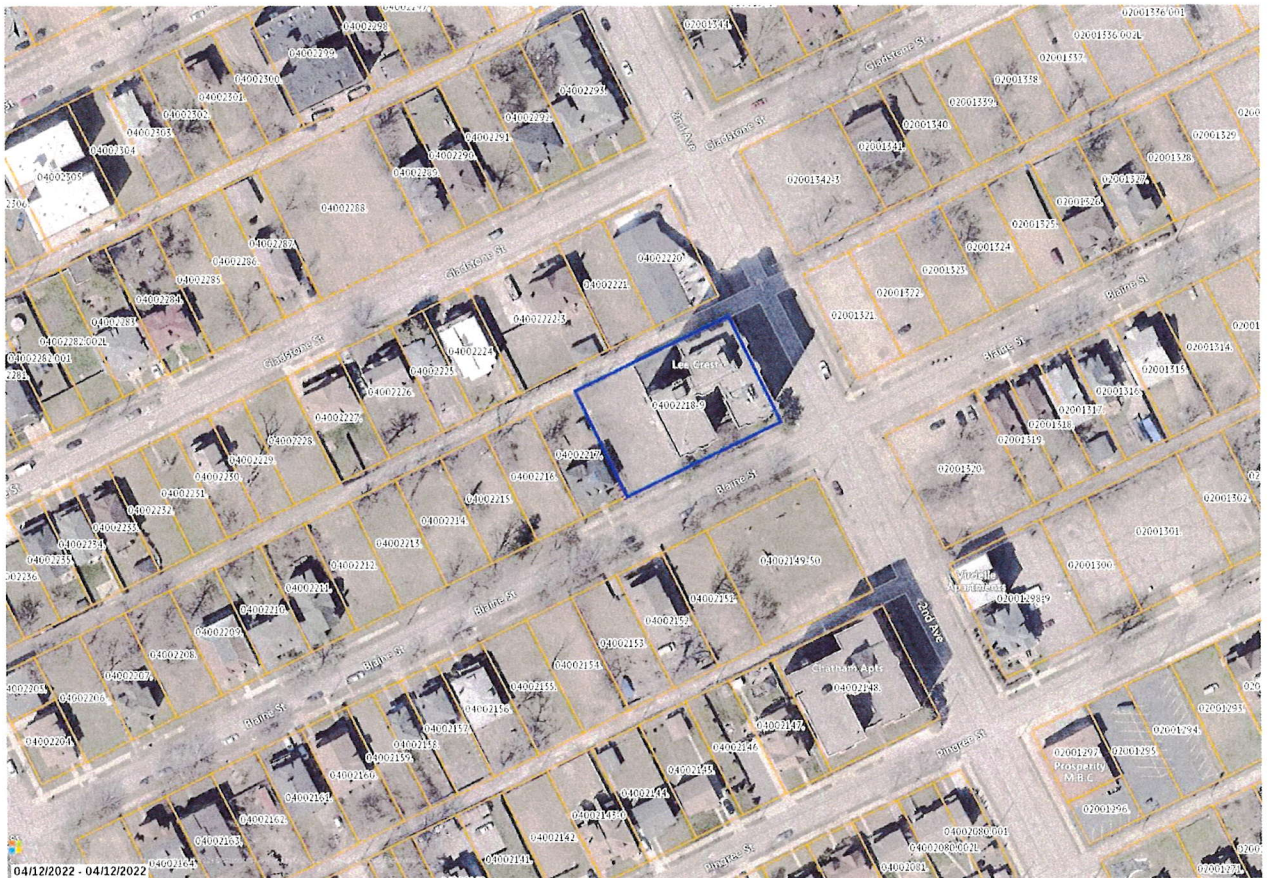
Sincerely,

Charles Ericson, MMAO
Assessor/Board of Assessors



Obsolete Property Rehabilitation Certificate
88711 2ND LLC
Page 3

Property Address: 610 BLAINE
Parcel Number: 04002218-9
Property Owner: 88711 2ND LLC
Legal Description: N BLAINE 17 THRU 15 W 20 FT 14 MC LAUGHLIN BROTHERS SUB L14 P21 PLATS, W C R 4/85 170
X 117.5





TO: Justus Cook, Housing and Revitalization
FROM: Shelby Holmes, Planning and Development
RE: Master Plan Interpretation for **Obsolete Property District** (PA 146) at 610 Blaine, 600 Pingree, 8631 Second Ave Detroit, ,MI 48202 (Associated to Petition # 2022-255)
DATE: August 8, 2022
CC: Katharine Trudeau, Deputy Director, Planning and Development
Kevin Schronce, PDD Central, Planning and Development
Karen Gage, PDD Zoning, Planning and Development

In order to ensure that the creation of an Obsolete Property District is in conformance with the City's Master Plan of Policies and will have the reasonable likelihood to increase commercial activity; create, retain or prevent a loss of employment; revitalize an urban area; or increase the number of residents in a community, pursuant to State of Michigan, Public Act 146 of 2000 (section 125.2788), the Planning and Development Department submits the following interpretation. The Petitioner is Greatwater Opportunity Capital LLC.

Location and Project Proposal: 610 Blaine, 600 Pingree, 8631 Second Ave Detroit, MI 48202. The proposed project will result in the renovation of the Historic Lee Crest Apartments and Chatham apartments. The Lee Crest Apartments has 102 units, and the Chatham Apartment has 73 units that will be renovated. The Lee Crest Apartments will have small neighborhood retail on the first floor.

Current Master Plan (MP) & Zoning: MP Classification – Low/Medium Density Residential (RLM)
Zoning – General Business District (B4), Medium Density Residential District (R5)

Master Plan Interpretation

The subject site area is designated Low/Medium Density Residential (RLM). Low/Medium Density Residential areas should have an overall density of 8 to 16 dwelling units per net residential acre. The areas are often characterized by two or four family homes with small yards, on-street parking, or garages with alley access. The residential classifications allow for neighborhood-scale commercial development. For instance, in a Low/Medium Density Residential area, small scale commerce (e.g. convenience stores) should exist to serve residents' day-to-day needs.

The following policies of the Middle Woodward neighborhood describe the following recommendations:

- GOAL 3: Increase residential density
- Policy 3.1: Develop East and West Grand Boulevard, and Woodward as a high-density mixed-use area, with housing and ground-floor commercial.

The proposed development conforms to the Future General Land Use characteristics of the area.

OBSOLETE PROPERTY REHABILITATION EXEMPTION CERTIFICATE AGREEMENT

THIS OBSOLETE PROPERTY REHABILITATION EXEMPTION CERTIFICATE AGREEMENT (this “Agreement”) is made this 7th day of October, 2022 by and between the City of Detroit, a Michigan municipal corporation (the “City”), acting by and through its Planning & Development Department, with an office at 2 Woodward Avenue, Suite 808, Detroit, Michigan 48226, and **88711 2nd, LLC**, an (“Applicant”) with an office at **6001 Case Avenue, Detroit, MI 48202**.

WITNESSETH:

WHEREAS, Public Act 146 of 2000, as amended, also known as the Obsolete Property Rehabilitation Act (the “Act”), (1) provides for the establishment of obsolete property rehabilitation districts by local governmental units, (2) provides for the abatement or exemption from certain taxes for qualified obsolete property owners, and (3) allows local governmental units to levy and collect a specific tax from the owners of an obsolete property, among other provisions; and

WHEREAS, the Applicant has submitted an application (the “Application”) for an Obsolete Property Rehabilitation Exemption Certificate (“OPREC”) for the property located at: **610 Blaine, Detroit, MI 48201** (the “Property”). A copy of the Application is attached hereto as **Exhibit A** and made a part hereof; and

WHEREAS, the City has previously approved an obsolete property rehabilitation district pursuant to the Act, and the Property is located in such district; and

WHEREAS, the Applicant has committed to complete a Rehabilitation of the Property, as defined in the Act, and to hire or retain a certain amount of full-time employees at the Property during the Term (as defined below); and

WHEREAS, the City has approved the Application by adopting a resolution granting the OPREC to the Applicant, contingent upon the covenants and representations contained herein and pending approval by the Michigan State Tax Commission. A copy of the City resolution granting the OPREC is attached hereto as **Exhibit B** and made a part hereof; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. General.

a. Unless earlier revoked as provided for in Section 12 of the Act, being MCL 125.2792, or as provided for in this Agreement, the term of the OPREC and the term of this Agreement (collectively, the “Term”) will be for a period of **Ten (10)** years, beginning on the certificate beginning date stated in the OPREC issued by the Michigan State Tax Commission.

b. The Applicant will complete the Property Rehabilitation, as defined in the Act and as set forth in the Application, no later than **April 10, 2024**.

c. The Applicant shall create, or cause to be created, at least **Zero (0)** (the “Employee Commitment Number”) full-time employees at the Property within one (1) year of the effective date of this Agreement.

d. The Applicant will recruit and hire City of Detroit residents in accordance with specified targets as set forth in the City of Detroit Resident Employment Plan (“Employment Plan”) submitted by the Applicant to the City as part of the Application and approved by the City of Detroit Civil Rights, Inclusion and Opportunity Department (“CRIO”). Throughout the Term, the Employment Plan may not be modified without CRIO’s prior written approval, which approval may be granted or withheld in CRIO’s sole discretion. CRIO will monitor the Applicant’s compliance with the Employment Plan on an annual basis throughout the Term. Upon notice from CRIO of a discrepancy between the Applicant’s commitment in the Employment Plan and the actual number of City of Detroit residents employed at the Property, Applicant shall submit a correction plan setting forth the Applicant’s plan to bring the number of City of Detroit residents employed at the Property back up to the specified targets as set forth in the Employment Plan. Applicant’s correction plan must be approved by CRIO. Applicant shall be required to fulfill the terms of such correction plan in the timeline set forth in the correction plan.

e. For purposes of this Agreement, a “full-time employee” is defined as a person: (i) who is employed by the Applicant or its affiliates on a salary, wage, commission, or other basis for a minimum period of forty (40) hours a week and (ii) from whose compensation the Applicant or its affiliates, including a staffing agency, are required by law to withhold City of Detroit income taxes. Affiliates may include Applicant’s tenant(s) that lease space at the Property.

2. Applicant Representations and Warranties.

In compliance with the Act, and in order to induce the City to grant the OPREC to the Applicant, the Applicant represents and warrants that:

a. The Applicant was the owner of the Property at the time of Applicant’s submission of the Application and is the owner of the Property as of the date of this Agreement.

b. The Property is an “Obsolete Property” as defined under the Act.

c. During the Term, no portion of the Property will be used as a professional sports stadium.

d. During the Term, no portion of the Property will be used, owned or operated by a casino or affiliated company, as defined in the Act.

e. The Applicant would not have considered accomplishing Rehabilitation of the Property without an OPREC.

f. Rehabilitation of the Property did not start prior to establishment of the obsolete property rehabilitation district in which the Property is located.

- g. There are no delinquent taxes owed on the Property.
- h. The Applicant will pay any applicable taxes on the Property as they become due.
- i. The Rehabilitation and Applicant's current and planned future operation of the Property are in compliance with the City of Detroit Zoning Ordinance and Master Plan.
- j. If the Rehabilitation of the Property will include the provision of housing at the Property, the Applicant agrees: (i) to comply with Fair Housing Practices that meet the guidelines set forth by the U.S. Fair Housing Act (42 U.S.C. 3601 through 3619); and (ii) to comply with the Affordability Requirements set forth on Addendum 2, attached hereto.

3. Community Benefits Requirements.

Pursuant to City of Detroit Ordinance 35-16, also known as the Community Benefits Ordinance (the "Ordinance"), if the Property involves a Tier 2 Development Project (as defined by the Ordinance), then the Applicant will:

- a. Partner with the City and, when appropriate, a workforce development agency to promote the hiring, training and employability of Detroit residents, consistent with State and Federal Law.
- b. Partner with the Director of the Planning & Development Department to address and mitigate negative impacts that the Tier 2 Development Project may have on the community and local residents. The Applicant will adhere to the mitigation requirements, if any, stated in the attached Addendum 1 - Requirements, which is incorporated herein by reference.

4. Reporting to the City by the Applicant.

Applicant agrees to provide the City with sufficient information, subject to review and audit by the City, in order for the City to determine the Applicant's compliance with this Agreement. At a minimum, the Applicant shall comply with the following covenants during the Term:

- a. Upon request, the Applicant shall provide the Planning & Development Department copies of all construction plans, building permits and certificates of occupancy related to the Rehabilitation of the Property.
- b. Applicant shall permit the City to perform periodic site visits to the Property by the City to establish whether the Applicant is completing the Rehabilitation to the Property as required by the Act and this Agreement.
- c. Annually, within two (2) weeks after each anniversary of the commencement of the Term, Applicant shall submit to the Planning & Development Department a certified status report ("Status Report") signed by an authorized officer of the Applicant. The Status Report shall set forth for the previous year: (i) the Rehabilitation work completed at the Property; (ii) Applicant's

financial investment in the Property for that year; and (iii) the number of full-time employees at the Property for that year.

d. Annually, within two (2) weeks after each anniversary of the commencement of the Term, the Applicant shall submit to CRIO the Annual Employment Report for Tax Abatements (the “Status Report”), including copies of proofs of residency that have been accepted by CRIO.

e. Applicant shall use and participate in the City of Detroit's central affordable housing portal (the “Housing Portal”) to advertise available rental units at the Property, so long as the Housing Portal exists. Applicants shall work with City staff to create a property listing for the Property within the Housing Portal and shall coordinate marketing efforts for available units at the Property with the City. Applicant shall review its listing on the Housing Portal and shall make updates to any listings, if necessary, on at least an annual basis. When the Property has immediate vacancies and the Applicant has exhausted its waitlist (if any) for the Property, Applicant shall use the Housing Portal to market those vacancies. Applicant shall update its listing within the Housing Portal when Applicants waitlists (if any) for the Property opens or closes. Applicant shall provide the City with such information as the City may reasonably request to maintain accurate information about the Property on the Housing Portal. Communications to the City regarding the property listing for the Property, vacancies, waitlist openings, or other information required to be provided pursuant to this Section 4.e may be sent to detroithomeconnect@detroitmi.gov.

5. Revocation of OPREC and Termination of this Agreement.

The City may, in its sole discretion and by resolution of Detroit City Council, revoke the OPREC if the City finds that: (a) the completion of Rehabilitation of the Property has not occurred in the time or manner authorized by this Agreement; or (b) that the Applicant has not proceeded in good faith with the Rehabilitation of the Property in a manner consistent with the purposes of the Act, taking into account any circumstances that are beyond the control of the Applicant.

As used in this Section 5, “good faith” includes, but is not limited to, the following: (i) Applicant is actively working with an agency or City Department to hire and ascertain methods of recruiting and employing Detroit residents at the Property, and (ii) Applicant is actively working with the Detroit Economic Growth Corporation, the City’s Planning & Development Department, and CRIO to ascertain methods of obtaining resources to improve Applicant’s business in a manner that will allow for compliance with this Agreement.

6. Payment of Exempted Taxes for Shortfall of Employment.

If the average number of full-time employees at the Property for any given year of the Term is less than the Employee Commitment Number, the Applicant agrees to pay to the City, in addition to the Obsolete Properties Tax due under the OPREC, an amount equal to the difference between the amount of ad valorem tax that would be due on the Property without the OPREC, and the amount of Obsolete Properties Tax due on the Property under the OPREC, for that given year, multiplied by a fraction, the numerator of which is the shortfall in the number of full-time employees indicated in the Status Report, and the denominator of which is the Employee Commitment Number. Prior to taking any action to require the Applicant to pay an amount to the City pursuant to this Section, the City must afford the Applicant an opportunity to present reasons for the employment shortfall at a public hearing.

In the event that the Applicant fails to report in the Status Report the number of full-time employees at the Property for a given year of the Term, the number of full-time employees at the Property for purposes of this Section shall be deemed to be zero (0).

7. Notice to City of Discontinuance of Operations.

If during the Term the Applicant intends to discontinue operations at the Property, the Applicant will provide thirty (30) days' prior written notice of such shutdown of operations to the Director of the Planning & Development Department.

8. Reservation of Remedies.

The City and the Applicant agree that each of the rights and remedies provided by this Agreement may be exercised separately or cumulatively, and shall not be exclusive of any other rights and remedies provided by law. Invalidation of any of the provisions contained in this Agreement by operation of law, judgment, court order or otherwise shall not invalidate any of the other provisions of this Agreement.

9. Transfer.

Neither the OPREC nor this Agreement may be transferred or assigned by the Applicant to a new owner of the Property unless the City, in its sole discretion, approves such transfer or assignment upon application by the new owner.

10. Headings.

The headings contained in this Agreement are for descriptive purposes only, and do not alter or govern the substantive content of the provisions of the Agreement.

11. Capitalized Terms.

Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Act.

12. Governing Law; Venue.

This Agreement and all actions arising under it shall be governed by, subject to, and construed according to the law of the State of Michigan. Applicant agrees, consents and submits to the exclusive personal jurisdiction of any state or federal court of competent jurisdiction in Wayne County, Michigan, for any action arising out of this Agreement. Applicant also agrees that it shall not commence any action against the City because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of this Agreement in any state or federal court of competent jurisdiction other than one in Wayne County, Michigan.

13. Amendment.


This Agreement may not be amended or modified except by a written instrument executed by each of the parties hereto.

[Remainder of Page Intentionally Left Blank]

**[SIGNATURE PAGE TO OBSOLETE PROPERTY REHABILITATION EXEMPTION
CERTIFICATE AGREEMENT]**

IN WITNESS WHEREOF, the City and the Applicant, by and through their authorized officers and representatives, have executed this Agreement as follows:

APPLICANT:
88711 2ND, LLC

By: 

Print: JOHN HOWBERT

Its: AUTHORIZED SIGNATORY

CITY OF DETROIT
PLANNING & DEVELOPMENT DEPT.

By: _____

Print: _____

Its: _____

THIS AGREEMENT WAS
APPROVED BY THE CITY
COUNCIL ON:

APPROVED BY LAW DEPARTMENT
PURSUANT TO § 7.5-206 OF THE CHARTER
OF THE CITY OF DETROIT

Date

Corporation Counsel Date

**THIS AGREEMENT IS NOT EFFECTIVE OR VALID UNTIL APPROVED BY
RESOLUTION OF THE CITY COUNCIL, SIGNED BY ALL PARTIES HERETO, AND
AN OBSOLETE PROPERTY REHABILITATION CERTIFICATE IS APPROVED BY
THE MICHIGAN STATE TAX COMMISSION**

ADDENDUM 1
Requirements

ADDENDUM 2
Affordability Requirements

[SEE ATTACHED]

EXHIBIT A

Application for Obsolete Property Rehabilitation Exemption Certificate

EXHIBIT B
Detroit City Council Resolution
Granting the Obsolete Property Rehabilitation Exemption Certificate



DEPARTMENTAL SUBMISSION

DEPARTMENT: [eSCRIBE Department]

FILE NUMBER: Housing and Revitalization-0259

*** 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**

Detroit & Northern LLC

401 S Washington Square, Suite 102, Lansing, MI 48933
(1133 Griswold Street, Detroit, Michigan 48226)

This PA210 Exemption Certificate for 1133 Griswold, Detroit MI 48226 and all attachments are hereby received by the Detroit City Clerk's Office on the following date and time August 15 12:05 PM by See below (affix date stamp and signature).


CITY CLERK 2022 AUG 15 PM 12:05

Application for Commercial Rehabilitation Exemption Certificate

Issued under authority of Public Act 210 of 2005, as amended.

| LOCAL GOVERNMENT UNIT USE ONLY | |
|--------------------------------|---------------|
| Application No. | Date Received |
| | |
| STATE USE ONLY | |
| Application No. | Date Received |
| | |

Read the instructions page before completing the form. This application should be filed after the commercial rehabilitation district is established. The applicant must complete Parts 1, 2 and 3 and file the application form (with required attachments) with the clerk of the local governmental unit (LGU). Attach the legal description of property on a separate sheet. This project will not receive tax benefits until approved by the State Tax Commission (STC). Applications received after October 31 may not be acted upon in the current year. This application is subject to audit by the STC.

| PART 1: OWNER / APPLICANT INFORMATION (applicant must complete all fields) | | | |
|---|---|---|-----------------------------|
| Applicant (Company) Name (applicant must be the owner of the facility) Detroit & Northern LLC | | | NAICS or SIC Code |
| Facility's Street Address 1133 Griswold Street | City Detroit | State MI | ZIP Code 48226 |
| Name of City, Township or Village (taxing authority) City of Detroit | County Wayne | School District Where Facility is Located Detroit City (82010) | |
| <input checked="" type="checkbox"/> City <input type="checkbox"/> Township <input type="checkbox"/> Village | | | |
| Date of Rehabilitation Commencement (mm/dd/yyyy) 03/01/2023 | Planned Date of Rehabilitation Completion (mm/dd/yyyy) 03/01/2025 | | |
| Estimated Cost of Rehabilitation \$13,554,813 | Number of Years Exemption Requested (1-10) 2 year construction period followed by 10 year exemption | | |
| Expected Project Outcomes (check all that apply) | | | |
| <input checked="" type="checkbox"/> Increase Commercial Activity <input type="checkbox"/> Retain Employment <input checked="" type="checkbox"/> Revitalize Urban Areas | | | |
| <input checked="" type="checkbox"/> Create Employment <input type="checkbox"/> Prevent Loss of Employment <input checked="" type="checkbox"/> Increase Number of Residents in Facility's Community | | | |
| No. of jobs to be created due to facility's rehabilitation 65 | No. of jobs to be retained due to facility's rehabilitation | No. of construction jobs to be created during rehabilitation 60 | |
| PART 2: APPLICATION DOCUMENTS | | | |
| Prepare and attach the following items: | | | |
| <input checked="" type="checkbox"/> General description of the facility (year built, original use, most recent use, number of stories, square footage) | | <input checked="" type="checkbox"/> Statement of the economic advantages expected from the exemption | |
| <input checked="" type="checkbox"/> Description of the qualified facility's proposed use | | <input checked="" type="checkbox"/> Legal description | |
| <input checked="" type="checkbox"/> Description of the general nature and extent of the rehabilitation to be undertaken | | <input type="checkbox"/> Description of the "underserved area" (Qualified Retail Food Establishments only) | |
| <input checked="" type="checkbox"/> Descriptive list of the fixed building equipment that will be a part of the qualified facility | | <input type="checkbox"/> Commercial Rehabilitation Exemption Certificate for Qualified Retail Food Establishments (Form 4753) (Qualified Retail Food Establishments only) | |
| <input checked="" type="checkbox"/> Time schedule for undertaking and completing the facility's rehabilitation | | | |
| PART 3: APPLICANT CERTIFICATION | | | |
| Name of Authorized Company Officer (no authorized agents) Richard Karp | | Telephone Number (517) 708-3003 | |
| Fax Number (517) 485-1104 | | E-mail Address rk@buildtech.com | |
| Street Address 401 S Washington Square, Suite 102 | City Lansing | State MI | ZIP Code 48933 |
| <p>I certify that, to the best of my knowledge, the information contained herein and in the attachments is truly descriptive of the property for which this application is being submitted. Further, I am familiar with the provisions of Public Act 210 of 2005, as amended, and to the best of my knowledge the company has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local governmental unit and the issuance of a Commercial Rehabilitation Exemption Certificate by the State Tax Commission.</p> <p>I further certify that this rehabilitation program, when completed, will constitute a rehabilitated facility, as defined by Public Act 210 of 2005, as amended, and that the rehabilitation of this facility would not have been undertaken without my receipt of the exemption certificate.</p> | | | |
| Signature of Authorized Company Officer (no authorized agents)  | | Title Managing Member | Date AUG 15, 2022 |

| PART 4: ASSESSOR RECOMMENDATIONS (assessor of LGU must complete Part 4) | | | |
|--|--|------------------------------------|----------|
| Provide the Taxable Value and State Equalized Value of Commercial Property, as provided in Public Act 210 of 2005, as amended, for the tax year immediately preceding the effective date of the certificate (December 31 of the year approved by the STC). | | | |
| | Taxable Value | State Equalized Value (SEV) | |
| Land | | | |
| Building(s) | | | |
| The property to be covered by this exemption may not be included on any other specific tax roll while receiving the Commercial Rehabilitation Exemption. For example, property on the Eligible Tax Reverted Property (Land Bank) specific tax roll cannot be granted a Commercial Rehabilitation Exemption that would also put the same property on the Commercial Rehabilitation specific tax roll. | | | |
| <input type="checkbox"/> By checking this box I certify that, if approved, the property to be covered by this exemption will be on the Commercial Rehabilitation Exemption specific tax roll and not on any other specific tax roll. | | | |
| Name of Local Government Body | | | |
| Name of Assessor (first and last name) | | Telephone Number | |
| Fax Number | | E-mail Address | |
| I certify that, to the best of my knowledge, the information contained in Part 4 of this application is complete and accurate. | | | |
| Assessor's Signature | | | Date |
| PART 5: LOCAL GOVERNMENT ACTION (clerk of LGU must complete Part 5) | | | |
| Action Taken By LGU (attach a certified copy of the resolution): | | | |
| <input type="checkbox"/> Exemption approved for _____ years, ending December 30, _____ (not to exceed 10 years) | | | |
| <input type="checkbox"/> Exemption Denied | | | |
| Date District Established (attach resolution for district) | Local Unit Classification Identification (LUCI) Code | School Code | |
| PART 6: LOCAL GOVERNMENT CLERK CERTIFICATION (clerk of LGU must complete Part 6) | | | |
| Clerk's Name (first and last) | | Telephone Number | |
| Fax Number | | E-mail Address | |
| Mailing Address | City | State | ZIP Code |
| LGU Contact Person for Additional Information | LGU Contact Person Telephone Number | Fax Number | |
| I certify that, to the best of my knowledge, the information contained in this application and attachments is complete and accurate and hereby request the State Tax Commission issue a Commercial Rehabilitation Exemption Certificate, as provided by Public Act 210 of 2005, as amended. | | | |
| Clerk's Signature | | | Date |

For faster service, the LGU should email the completed application and required documents to PTE@michigan.gov.

An additional submission option is to mail the completed application and required documents to:

Michigan Department of Treasury, State Tax Commission
P.O. Box 30471
Lansing, MI 48909

Instructions for Completing Form 4507

Application for Commercial Rehabilitation Exemption Certificate

The Commercial Rehabilitation Exemption Certificate was created by Public Act 210 of 2005, as amended. The application is initially filed, reviewed, and approved by the LGU and then reviewed and approved by the State Tax Commission. According to Section 3 of Public Act 210 of 2005, as amended, the LGU must establish a Commercial Rehabilitation District. **Rehabilitation may commence after establishment of the Commercial Rehabilitation District.**

Owner / Applicant Instructions

1. Complete Parts 1, 2 and 3 of application
 2. Prepare and attach all documents required under Part 2 of the application:
 - a. General description of the facility (year built, original use, most recent use, number of stories, square footage)
 - b. Description of the qualified facility's proposed use
 - c. Description of the general nature and extent of the rehabilitation to be undertaken
 - d. Descriptive list of the fixed building equipment that will be a part of the qualified facility
 - e. Time schedule for undertaking and completing the facility's rehabilitation
 - f. Statement of the economic advantages expected from the exemption
 - g. Legal description of the facility
 - h. Description of the "underserved area" (Qualified Retail Food Establishments only)
 3. Qualified Retail Food Establishments:
 - a. Complete Part 1 of the *Commercial Rehabilitation Exemption Certification for Qualified Retail Food Establishments* (Form 4753). Submit to LGU clerk along with application.
 - b. Describe the "underserved area" and provide supporting documentation to show how the project area meets one or more of the following requirements:
 - i. An area that contains a low to moderate income census tract(s) which, based on per capita income, are tracts below the 66.67 percentile (\$23,643 in 1999 dollars) and a below average supermarket density
 - ii. An area that has a supermarket customer base with more than 50% living in a low income census tract(s) which based on the per capita income, are tracts below the 66.67 percentile (\$23,643 in 1999 dollars)
 - iii. An area that has demonstrated significant access limitations due to travel distance and has no Qualified Retail Food Establishments within two miles of the geo-center for an urban area or has no Qualified Retail Food Establishments within nine miles of the geo-center for a rural area.
- For assistance in determining the project area's eligibility, visit www.michigan.gov/propertytaxexemptions and click on Commercial Rehabilitation Act.
4. Submit the application and all attachments to the clerk of the LGU where the property is located.

LGU Assessor Instructions

Complete and sign Part 4 of the application.

LGU Clerk Instructions

1. After LGU action, complete Part 5 of the application.
2. After reviewing the application for complete and accurate information, complete Part 6 and sign the application to certify the application meets the requirements as outlined by Public Act 210 of 2005, as amended.
3. Assemble the following for a complete application:
 - a. Completed *Application for Commercial Rehabilitation Exemption Certificate* (Form 4507)
 - b. All required attachments listed under Part 2
 - c. A copy of the resolution by the LGU establishing the district
 - d. A certified copy of the resolution by the LGU approving the application
 - e. Complete Form 4753 (Qualified Retail Food Establishments only)
4. **For faster service, email the completed application and additional required documentation to PTE@michigan.gov.** An additional submission option is to mail the completed application and required documents to: Michigan Department of Treasury, State Tax Commission, P.O. Box 30471, Lansing, MI 48909

Application Deadline

The State Tax Commission must receive complete applications on or before October 31 to ensure processing and certificate issuance for the following tax year. Applications received after October 31 may not be processed in time for certificate issuance for the following tax year. If you have questions or need additional information or sample documents, visit www.michigan.gov/propertytaxexemptions or call 517-335-7491.

Detroit & Northern LLC

401 S Washington Square, Suite 102, Lansing, MI 48933
(1133 Griswold Street, Detroit, Michigan 48226)

August 15, 2022

City Clerk's Office
Coleman A. Young Municipal Center
2 Woodward Avenue
Suite 200
Detroit, Michigan 48226

RE: Request for Commercial Rehabilitation Exemption Certificate at
1133 Griswold Street
Detroit, MI 48226
Detroit & Northern LLC

Please accept this letter as a request for a Commercial Rehabilitation Exemption Certificate at the property located at 1133 Griswold Street.

Legal Description: Parcel 02-002011 described as follows: W GRISWOLD S 42.12 FT ON W LINE BG S 63.49 FT ON E LINE OF 79 PLAT OF SEC 8 GOVERNOR & JUDGES PLAN L34 P543 DEEDS, W C R 2/1 63.49 IRREGP

General Description of Facility

The subject property is located at 1133 Griswold Street, Detroit, Michigan 48226 and is currently vacant, abandoned and blighted. The property sits on .626 total acreage and consists of one single 7-story building comprised of approximately 17,000 Gross square feet. Built in 1921 as part of the United Savings Bank of Detroit, it was used then, and has been used throughout its operable period, as office space. The building underwent interior and exterior renovation that was completed in the 1970's and included the destruction/removal of its original historic façade, concrete blocking in of most of the Griswold façade window openings and subsequent attachment of metal supporting structure for solid granite slab cladding. The building has since sat vacant for decades. The building is precluded from listing on the National Register of Historic Places due to its lack of historic façade. Although it is within the boundaries of a local historic district, it is not a contributing resource.

Facility's Proposed Use

The 1133 Griswold Street project will completely remediate and rehabilitate the long-abandoned building to create 6,110 rentable square feet of commercial space and 25 class A multifamily units. 20% of the residential units will be designated as affordable based on the HOME Program and will be income verified, monitored, and priced accordingly. The first floor, mezzanine, and lower level will consist of commercial tenants and existing floors 3 through 7 will be multifamily apartments, while floors 8-11 will be newly constructed and also contain multifamily apartments.

Detroit & Northern LLC

401 S Washington Square, Suite 102, Lansing, MI 48933
(1133 Griswold Street, Detroit, Michigan 48226)

Rehabilitation Overview

The building requires full rehabilitation at an estimated cost of \$ \$13.56MM. Due to decades of abandonment, extensive architectural and engineering is required to properly reuse the existing structure, to remove environmental containments/demolition of deteriorated elements, for the replacement of windows, walls, and floors, and to create a new, contemporary but compatible façade. By doing so, this will turn this functionally obsolete and blighted structure into a modern, energy efficient development. The increased costs due to the building's current state make this project economically unfeasible without the abatement of property taxes.

All non-structural partitions, ceilings, utility systems, etc. are to be removed and the building cleaned out to its structural shell. New utility services shall be brought in and all interior mechanical, plumbing, electrical, fire suppression systems will be distributed through the new interior layout. The exterior facade will undergo a thorough rehabilitation scope and modifications to the façade will be done to accommodate new windows and modern updates. Modern finishes shall be incorporated throughout the building in apartments and common areas. All necessary architects and engineers and a General Contractor have been engaged and development/hard cost estimates are attached as Exhibit A.

Fixed Building Equipment

- Air Conditioning Units
- Fan Coil Units
- Make Up Air Unit
- Commercial HVAC System to be Designed for the Commercial Space
- Domestic Water Booster Pump
- Generator
- Electrical Panels
- Electrical Switchgear
- Fire Pump

Rehabilitation Time Schedule

24-month construction period from the approval of Exemption Certificate issuance which shall be followed by a 10-year property tax exemption period.

Economic Advantages

Given the dramatic shift to remote and hybrid work that COVID-19 has set in motion, there is one essential strategy to reposition downtown Detroit for long-term health: growing the “live-play” economy. With the loss of office workers, there is no substitute or strategy other than growing the residential population and creating vibrant public spaces and destinations to draw

Detroit & Northern LLC

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(1133 Griswold Street, Detroit, Michigan 48226)

more people downtown. Only by doing this can we generate new demand for small businesses, stimulate new businesses to replace shuttered ones, and generate new tax revenue for the City. This project is specifically intended to grow the tax base and make Downtown Detroit more economically resilient and sustainable.

In addition to the 1133 Griswold project playing its part in the coordinated “live-play” strategy that includes the Capitol Park placemaking improvements, the project is entirely consistent with the City of Detroit’s Master Plan of Policies. The Master Plan for the CBD includes increasing residential density, converting obsolete commercial buildings to residential uses, and creating vibrant retail districts. This project does all three.

Counter Community Deterioration

This project will eliminate some of the blighting influences found within the neighborhood through the renovation of this obsolete and underutilized building. Currently, the abandoned and dilapidated appearance of the building give the impression of a depressed, undesirable area that is unsafe for residents and visitors alike. Completing this project will continue to help reverse the decline of residential and commercial infrastructure in this neighborhood with the introduction of modern residential units and revitalized commercial space.

Promote Community Revitalization in the Area

The project will promote community revitalization on economic, physical, and social levels.

Economic

- Once redeveloped, it will increase the taxable value of the surrounding properties, add to the income tax base of the City of Detroit and increase the area’s economic base.
- This project will spur additional development in the area and benefit the economic investments already made by other projects in the area.
- With the creation of residential space, there will be an increase in population and foot traffic throughout the neighborhood and will thus increase the demand for entertainment, restaurants, retail as well as other commercial services.
- With the creation of commercial space, there will be an increase in the employment base as well as enhanced tax dollars as a direct result. An anticipated 65 new jobs will be created as a result of this facilities rehabilitation with an additional 60-70 jobs created during the rehabilitation process.

This project will not only increase the tax base generated from the property itself by increasing the taxable value, but also increase the tax revenue from those who come to live and work within our property. The findings of a study posted by Multifamilyexecutive.com showed that multifamily residents spend more of their income locally than homeowners. Based on average spending and after-tax earnings, these residents had spent nearly three-quarters of that income on

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401 S Washington Square, Suite 102, Lansing, MI 48933
(1133 Griswold Street, Detroit, Michigan 48226)

consumer goods and services produced in the United States and roughly 70% of the dollars these residents spent stayed within the local economy. When the indirect effects of that spending are factored in, billions of dollars in economic contributions are made from multifamily renters nationally.

Physical

- A City of Detroit Parks and Recreation Department survey (October 2020 – February 2021) concluded that 51% of survey respondents indicated that blight along their walking route prevented them from visiting public space and the businesses within. The revitalized building will become a desirable structure and reverse the decline in aesthetic appeal and safety that is currently being fostered by the blight and abandonment of this building. Activation of 1133 Griswold and the overall quality and quantity of public lighting including an alley that will be well-lit and made more attractive will improve the sense of security. Due to its current state, a scaffolding along the front façade of 1133 Griswold is required. While this is not only an eye sore to the public, it also provides shelter for unhoused individuals and the side walls of the scaffolding are regularly dislodged allowing access behind the scaffolding where various illicit activities take place and individuals can hide. As a result of this project, there will be less of a demand on the public servants serving downtown.
- The project will set forth high quality standards on all levels, from design to construction and will set a precedent for all future development in the area.

Social

- The development will provide quality residential space to serve the community.
- The project will attract a varied demographic of potential residents and will increase the vitality and diversity of the neighborhood.
- The project will increase the number of people living in and visiting the West District and create increased demand for services that will help continue to revitalize the community.

Ripple Effect

The 1133 Griswold project is specifically intended to have a catalytic effect on the West District, grow the tax base, and activate the vacant and underutilized space in the surrounding area. Not only will the project itself activate an eyesore that has sat vacant and blighted for decades, but it is part of a coordinated strategy to reignite development momentum in the Capitol Park area overall. There continues to be significant vacant and underutilized space in and immediately around Capitol Park. The project will grow the population and increase density by delivering 25 multi-family units, three stories of commercial space, and generating momentum for other mixed-use redevelopments in the district. It will contribute to the success of nearby businesses by generating demand from new residents, delivering new retail/food and beverage options for those who work or live downtown, and by replacing an eyesore with a vibrant new development. Finally, by diversifying the downtown economy and land use away from an office population to a new

Detroit & Northern LLC

401 S Washington Square, Suite 102, Lansing, MI 48933
(1133 Griswold Street, Detroit, Michigan 48226)

emphasis focused on multi-family mixed with commercial space, as previously outlined, this project is specifically intended to grow the tax base and make Downtown Detroit more economically resilient and sustainable.

Detroit & Northern LLC would like to thank you for your time and consideration in review of this application.

Sincerely,



Richard Karp
Partner, Detroit & Northern LLC

EXHIBIT A

DEVELOPMENT BUDGET

Development Name: Detroit & Northern LLC

Development Address: 1133 Griswold Street

City/Township/Village: Detroit

County: Wayne

Construction Type: Mixed Use Rehabilitation + New Construction

| TOTAL DEVELOPMENT COSTS | AMOUNT |
|--------------------------------|---------------------|
| Acquisition | - |
| Land | \$850,000 |
| Building(s) | - |
| Other: | |
| Hard Costs | |
| Buildtech Budget - See Page 7 | \$11,857,425 |
| Soft Costs | |
| Architectural & Engineering | \$215,000 |
| Other Professional Fees | \$150,000 |
| Loan Fees | \$43,900 |
| Construction Interest | \$197,550 |
| Construction Taxes | \$92,299 |
| Title Work | \$61,730 |
| Preconstruction | \$8,000 |
| Leasing Commissions | \$38,525 |
| Contingency | \$40,384 |
| TOTAL DEVELOPMENT COSTS | \$13,554,813 |

| | |
|---|------------|
| <div><div>BUILDTECH</div><div>·LTD·</div><div>GENERAL CONTRACTORS ♦ CONSTRUCTION MANAGERS</div></div> | |
| Detroit & Northern Hard Cost Budget | |
| 8/15/2022 | |
| | |
| Site Improvements | 136,687 |
| Hazmat Abatement/Interior Selective Demolition | 845,800 |
| Concrete and Masonry | 940,247 |
| Carpentry | 1,366,873 |
| Roofing/Metal Siding/Insulation/Caulking | 182,250 |
| Doors/Windows/Glass | 1,093,498 |
| Drywall/Acoustical | 364,499 |
| Flooring | 182,250 |
| Cabinets/Countertops/Appliances | 273,375 |
| Painting/Decorating | 182,250 |
| Plumbing/Electrical/Fire Protection | 2,369,246 |
| HVAC | 546,749 |
| Tenant Upgrades | 400,000 |
| Builder OH/General Requirements | 951,536 |
| Construction Contingency | 950,000 |
| Construction Management | 449,464 |
| Other/Miscellaneous | 622,701 |
| Total | 11,857,425 |



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

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVE., SUITE 824
DETROIT, MI 48226
PHONE: 313•224•3011
FAX: 313•224•9400

September 15, 2022

Katharine G. Trudeau, Deputy Director
Planning & Development Department
Coleman A. Young Municipal Center
2 Woodward Ave, Suite 808
Detroit, MI 48226

RE: Commercial Rehabilitation Certificate – **Detroit & Northern LLC**
Property Address: **1133 Griswold**
Parcel Number: 02002011.

Dear Ms. Trudeau:

The Office of the Chief Financial Officer, Office of the Assessor, has reviewed the Commercial Rehabilitation certificate application for the properties located at **1133 Griswold** in the **Central Business District** area in the City of Detroit.

The rationale for issuing Commercial Rehabilitation certificates under PA 210 of 2005, as amended, is based on the anticipation of increased market value upon completion of new construction and /or significant rehabilitation of existing commercial property and commercial housing property. Normal repair and maintenance are not assessed and do not necessarily generate additional market value.

The project as proposed by the **Detroit & Northern LLC** consists of a 7-story vacant office building with 15,498 square feet of building area, built in 1930, on 0.059 acres of land. The proposed project consists of rehabilitating the existing structure and adding four additional floors to create 27 apartment units with commercial space on the first and second floors.. The building will undergo major renovations including window replacement, floor replacement, roof replacement, all major mechanical, plumbing and electrical systems replacement, and environmental remediation.

The 2022 values are as follows:

| Parcel # | Address | Building Assessed Value (SEV) | Building Taxable Value | Land Assessed Value (SEV) | Land Taxable Value |
|-----------|---------------|-------------------------------|------------------------|---------------------------|--------------------|
| 02002011. | 1133 Griswold | \$ 338,300 | \$ 74,992 | \$ 153,500 | \$ 34,027 |

This property meets the criteria set forth under PA 210 of 2005, as amended. It applies to a building or a group of contiguous buildings, a portion of a building or group of contiguous buildings previously used for commercial or industrial purposes, obsolete industrial property, and vacant property which, within the immediately preceding 15 years, was operating as a commercial business enterprise.

A review of the general plans, along with the criteria set forth under the Commercial Rehabilitation Act, indicated that the proposed project located at **1133 Griswold** is eligible as it pertains to the Commercial Rehabilitation certificate criteria under P.A. 210 of 2005, as amended.

Sincerely,

Charles Ericson, MMAO
Assessor



Commercial Rehabilitation Certificate
Detroit & Northern LLC
Page 2

Property Address: 1133 GRISWOLD
Parcel Number: 02002011.
Property Owner: DETROIT & NORTHERN LLC
Legal Description: W GRISWOLD S 42.12 FT ON W LINE BG S 63.49 FT ON E LINE OF 79 PLAT OF SEC 8 GOVERNOR & JUDGES PLAN
L34 P543 DEEDS, W C R 2/1 63.49 IRREGP





TO: Justus Cook, Housing and Revitalization
FROM: Shelby Holmes, Planning and Development
RE: Master Plan Interpretation for **Commercial Rehabilitation District** (PA 210) for a 1489 Winder St Detroit, MI 48207 (Associated to Petition # 2022-244)
DATE: August 9, 2022
CC: Katharine Trudeau, Deputy Director, Planning and Development
Kevin Schronce, PDD Central, Planning and Development
Karen Gage, PDD Zoning, Planning and Development
Garrick Landsberg, PDD Historic, Planning and Development

In order to ensure that the issuance and transfer of a certificate for a Commercial Rehabilitation District is consistent with the City's Master Plan of Policies and will have the reasonable likelihood to increase commercial activity; create, retain or prevent a loss of employment; revitalize an urban area; or increase the number of residents in a community, pursuant to State of Michigan, Public Act 210 of 2005 (section 207.853), the Planning and Development Department's Planning Division submits the following interpretation. The Petitioner is Butchers Real Estate, LLC.

Location and Project Proposal: 1489 Winder St. Detroit, MI 48207. The proposed project is a rehabilitation of vacant commercial two-story, approximately 2,600 square foot building into a cigar bar and lounge.

Current Master Plan (MP) & Zoning: MP Classification – Distribution / Port Industrial (IDP).

Zoning – General Services District (B6)

This project is located in a local historic district

Master Plan Interpretation

The subject site area is designated Distribution / Port Industrial (IDP). Distribution / Port Industrial areas should generally consist of areas for uses concerned with the handling, storage, and movement of goods and materials. Goods distribution areas require access to freeways, rails, water (i.e. wharves, docks and piers) on major thoroughfares. Typical uses are transportation terminals, wholesale and warehouse facilities, maintenance and service use, goods packing, and processing use, and supporting office and service use.

The following policies of the Middle East Central neighborhood describe the following recommendations:

- GOAL 4: Increase the vitality of neighborhood commercial areas
- Policy 4.1: In conjunction with residential redevelopment, develop neighborhood commercial nodes along Chene, with a compatible mix of locally serving, small-scale businesses and medium density residential uses.

The proposed development does not conform to the Future General Land Use characteristics of the area, but the proposed use does not significantly change the character of the area. A zoning update/Master Plan Amendment is anticipated in September 2022 for this area.

COMMERCIAL REHABILITATION EXEMPTION CERTIFICATE AGREEMENT

THIS COMMERCIAL REHABILITATION EXEMPTION CERTIFICATE AGREEMENT (this "Agreement") is made this 20th day of September, 2022 by and between the City of Detroit, a Michigan municipal corporation ("City"), acting by and through its Planning & Development Department, with an office at 2 Woodward Avenue, Suite 808, Detroit, Michigan 48226 and Detroit & Northern, LLC ("Applicant") with an office at 401 S Washington Square, Suite 102, Lansing MI 48933.

WITNESSETH:

WHEREAS, Public Act 210 of 2005 as amended, also known as the Commercial Rehabilitation Act ("Act"), (1) provides for the establishment of commercial rehabilitation districts by local governmental units, (2) provides for the abatement or exemption from certain taxes for qualified facility owners, and (3) allows local governmental units to levy and collect a specific tax from the owners of certain qualified facilities, among other provisions; and

WHEREAS, the Applicant has submitted an Application for Commercial Rehabilitation Exemption Certificate ("Application") for the property located at: 1133 Griswold Street ("Property"). A copy of the Application is attached hereto as Exhibit A and made a part hereof; and

WHEREAS, the City has previously approved a commercial rehabilitation district pursuant to the Act and the Property is located in such district; and

WHEREAS, the Applicant has committed to complete a Rehabilitation of the Property, as defined in the Act, and to hire or retain a certain amount of full-time employees at the Property during the Term (as defined below); and

WHEREAS, the City has approved the Application by adopting a resolution granting the Commercial Rehabilitation Exemption Certificate ("CREC"), contingent upon the covenants and representations contained herein and pending approval by the Michigan State Tax Commission. A copy of the City resolution granting the CREC is attached hereto as Exhibit B and made a part hereof; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. General.

a. Unless earlier revoked as provided for in Section 12 of the Act, being MCL 207.852, or as provided for in this Agreement, the CREC term and the term of this Agreement (collectively, the "Term") will be for a period of Ten (10) years, beginning on the certificate beginning date stated in the CREC issued by the Michigan State Tax Commission. Such date shall be a minimum of Two (2) years from the date of this agreement.

b. The Applicant will complete the Rehabilitation of the Property (the “Project”), as defined in the Act and as set forth in the Application, no later than **December 1, 2025**.

c. The Applicant shall encourage its commercial tenants to create, at least **Thirty (30)** (the “Endeavored Employee Commitment Number”) full-time employees at the Property within one (1) year of completing, leasing and occupying the commercial portion of the Rehabilitation of the Property.

d. The Applicant will encourage its commercial tenants to recruit and hire City of Detroit residents in accordance with specified targets as set forth in the City of Detroit Resident Employment Plan (“Employment Plan”) submitted by the Applicant to the City as part of the Application and approved by the City of Detroit Civil Rights, Inclusion and Opportunity Department (“CRIO”). Throughout the Term, the Employment Plan may not be modified without CRIO’s prior written approval, which approval may be granted or withheld in CRIO’s sole discretion. CRIO will monitor the Applicant’s compliance with the Employment Plan on an annual basis throughout the Term. Upon notice from CRIO of a discrepancy between the Applicant’s commitment in the Employment Plan and the actual number of City of Detroit residents employed at the Property, Applicant shall submit a correction plan setting forth the Applicant’s plan to bring the number of City of Detroit residents employed at the Property back up to the specified targets as set forth in the Employment Plan. Applicant’s correction plan must be approved by CRIO. Applicant shall be required to fulfill the terms of such correction plan in the timeline set forth in the correction plan.

e. For purposes of this Agreement, a “full-time employee” is defined as a person: (i) who is employed by the Applicant or its affiliates on a salary, wage, commission, or other basis, for a minimum period of forty (40) hours a week and (ii) from whose compensation the Applicant or its affiliates, including a staffing agency, are required by law to withhold City of Detroit income taxes. Affiliates may include Applicant’s tenant(s) that lease space at the Property.

2. Applicant Representations and Warranties.

In compliance with the Act and in order to induce the City to grant a CREC to the Applicant, the Applicant represents and warrants that:

a. The Applicant was the owner of the Property at the time of Applicant’s submission of the Application and is the owner of the Property as of the date of this Agreement.

b. The Property is a “Qualified Facility” as defined under the Act.

c. During the Term, no portion of the Property will be used as a professional sports stadium.

d. During the Term, no portion of the Property will be used, owned or operated by a casino or affiliated company as defined in the Act.

e. Applicant would not have considered undertaking the Project without a CREC.

f. The Project did not start earlier than six (6) months before the Applicant filed the Application.

g. There are no delinquent taxes owed on the Property.

h. The Applicant will pay any applicable taxes on the Property as they become due.

i. The Project and the Applicant's current and planned future operation of the Property are in compliance with the City of Detroit Zoning Ordinance and Master Plan.

j. If the Project will include the provision of housing at the Property, the Applicant agrees: (i) to comply with Fair Housing Practices that meet the guidelines set forth by the U.S. Fair Housing Act (42 U.S.C. 3601 through 3619); and (ii) to comply with the Affordability Requirements set forth on Addendum 2, attached hereto.

3. Community Benefits Requirements.

Pursuant to City of Detroit Ordinance 35-16 (the "Ordinance"), also known as the Community Benefits Ordinance, if the Property involves a Tier 2 Development Project (as defined by the Ordinance), then the Applicant will:

a. Partner with the City, and, when appropriate, a workforce development agency to promote the hiring, training and employability of Detroit residents consistent with State and Federal Law.

b. Partner with the Director of the Planning & Development Department to address and mitigate negative impacts that the Tier 2 Development Project may have on the community and local residents. The Applicant will adhere to the mitigation requirements, if any, stated in the attached Addendum 1 – Requirements, which is incorporated herein by reference.

4. Reporting to the City by the Applicant.

Applicant agrees to provide the City with sufficient information, subject to review and audit by the City, in order to determine compliance with this Agreement. At a minimum, the Applicant shall comply with the following covenants during the Term:

a. Upon request, the Applicant shall provide the Planning & Development Department copies of all construction plans, building permits and certificates of occupancy related to the Rehabilitation of the Property.

b. Applicant shall permit the City to perform periodic site visits to the Property by the City to establish whether the Applicant is completing the Rehabilitation to the Property as required by the Act and this Agreement.

c. Annually, within two (2) weeks after each anniversary of the commencement of the Term, Applicant shall submit to the Planning & Development Department a certified status report ("Status Report") signed by an authorized officer of the Applicant. The Status Report shall set forth

for the previous year: (i) the Rehabilitation work completed at the Property and the Applicant's financial investment in the Property for that year and (ii) the number of full-time employees at the Property for that year.

d. Annually, within two (2) weeks after each anniversary of the commencement of the Term, the Applicant shall submit to CRIO the Annual Employment Report for Tax Abatements (the "Status Report"), including copies of proofs of residency that have been accepted by CRIO.

e. Applicant shall use and participate in the City of Detroit's central affordable housing portal (the "Housing Portal") to advertise available rental units at the Property, so long as the Housing Portal exists. Applicants shall work with City staff to create a property listing for the Property within the Housing Portal and shall coordinate marketing efforts for available units at the Property with the City. Applicant shall review its listing on the Housing Portal and shall make updates to any listings, if necessary, on at least an annual basis. When the Property has immediate vacancies and the Applicant has exhausted its waitlist (if any) for the Property, Applicant shall use the Housing Portal to market those vacancies. Applicant shall update its listing within the Housing Portal when Applicants waitlists (if any) for the Property opens or closes. Applicant shall provide the City with such information as the City may reasonably request to maintain accurate information about the Property on the Housing Portal. Communications to the City regarding the property listing for the Property, vacancies, waitlist openings, or other information required to be provided pursuant to this Section 4.e may be sent to detroithomeconnect@detroitmi.gov.

5. Revocation of CREC and Termination of this Agreement.

The City may, in its sole discretion and by resolution of Detroit City Council, revoke the CREC if the City finds that: (a) the completion of Rehabilitation of the Property has not occurred in the time or manner authorized by this Agreement; or (b) that the Applicant has not proceeded in good faith with the Rehabilitation of the Property in a manner consistent with the purposes of the Act, taking into account any circumstances that are beyond the control of the Applicant.

As used in this Section 5, "good faith" includes, but is not limited to, the following: (i) Applicant is actively working with an agency or City Department to encourage its tenants to hire and ascertain methods of recruiting and employing Detroit residents at the Property, and (ii) Applicant is actively working with the Detroit Economic Growth Corporation, the City's Planning & Development Department, and CRIO to ascertain methods of obtaining resources to improve Applicant's business in a manner that will allow for compliance with this Agreement.

6. Payment of Exempted Taxes for Shortfall of Employment.

As the Applicant is proposing to redevelop the Property primarily for rental housing, and the commercial spaces shall be rented to third parties, Applicant commits to encouraging its commercial tenants to maximize the number of its employees who are Detroit residents. Ultimately, Applicant does not have control over whom its commercial tenants hire.

7. Notice to City of Discontinuance of Operations.

If during the Term the Applicant intends to discontinue operations at the Property, the

Applicant will provide thirty (30) days' prior written notice of such shutdown of operations to the Director of the Planning & Development Department.

8. Reservation of Remedies.

The City and the Applicant agree that each of the rights and remedies provided by this Agreement may be exercised separately or cumulatively, and shall not be exclusive of any other rights and remedies provided by law. Invalidation of any of the provisions contained in this Agreement by operation of law, judgment, court order or otherwise shall not invalidate any of the other provisions of this Agreement.

9. Transfer.

Neither the CREC nor this Agreement may be transferred or assigned by the Applicant to a new owner of the Property unless the City, in its sole discretion, approves such transfer or assignment upon application by the new owner.

10. Headings.

The headings contained in this Agreement are for descriptive purposes only, and do not alter or govern the substantive content of the provisions of the Agreement.

11. Capitalized Terms.

Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Act.

12. Governing Law; Venue.

This Agreement and all actions arising under it shall be governed by, subject to, and construed according to the law of the State of Michigan. Applicant agrees, consents and submits to the exclusive personal jurisdiction of any state or federal court of competent jurisdiction in Wayne County, Michigan, for any action arising out of this Agreement. Applicant also agrees that it shall not commence any action against the City because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of this Agreement in any state or federal court of competent jurisdiction other than one in Wayne County, Michigan.

13. Amendment.

This Agreement may not be amended or modified except by a written instrument executed by each of the parties hereto.

[Remainder of Page Intentionally Left Blank]

**[SIGNATURE PAGE TO COMMERCIAL REHABILITATION EXEMPTION
CERTIFICATE AGREEMENT]**

IN WITNESS WHEREOF, the City and the Applicant, by and through their authorized officers and representatives, have executed this Agreement as follows:

APPLICANT:

DETROIT & NORTHEAST LLC

By: 

Print: RICHARD KARP

Its: AUTHORIZED AGENT

CITY OF DETROIT

PLANNING & DEVELOPMENT DEPT.

By: _____

Print: _____

Its: _____

THIS AGREEMENT WAS APPROVED BY
THE CITY COUNCIL ON:

APPROVED BY LAW DEPARTMENT
PURSUANT TO § 7.5-206 OF THE CHARTER
OF THE CITY OF DETROIT

Date

Corporation Counsel

Date

**THIS AGREEMENT IS NOT EFFECTIVE OR VALID UNTIL APPROVED BY
RESOLUTION OF THE CITY COUNCIL, SIGNED BY ALL PARTIES HERETO, AND A
COMMERCIAL REHABILITATION EXEMPTION CERTIFICATE IS APPROVED BY
THE MICHIGAN STATE TAX COMMISSION**

ADDENDUM 1
Requirements

ADDENDUM 2

Affordability Requirements

1. Affordable Housing Undertaking. The Applicant, as developer of the **Detroit & Northern, LLC** mixed-use project (the “Project”) on the Property, will implement during the Term the following affordable housing plan for the planned 25 residential apartments to be included within the Project:

a. The Applicant will offer for lease 5 apartment units (“Affordable Units”) to those earning not more than 80% of the Detroit SMSA area median income (“AMI”), based on the income limits most recently published by the United States Department of Housing and Urban Development (“HUD”).¹ Rental rates will be based upon occupancy of 1 person in a studio and 1.5 people per bedroom for all other rental unit sizes.

b. Applicant will verify the income of any individual(s) who apply to lease an Affordable Unit.

c. In the event that the income of a tenant of an Affordable Unit becomes more than 80% of AMI, such tenant’s unit shall be considered to comply with paragraph 1 above until the termination of the lease such unit, including during any extensions thereof.

d. Applicant currently intends to offer 0 studios, 4 one-bedroom units, 1 two-bedroom units and 0 three-bedroom units as Affordable Units. Applicant may alter this unit mix in its discretion.

e. A vacant unit offered for rent pursuant to this paragraph counts toward satisfaction of Section 1a above.

f. The commitments set forth herein may be terminated in the event an arms-length lender forecloses on a mortgage secured by the Project.

2. Payment for Exempted Taxes for Violation of Undertaking. If Applicant is not in compliance with its obligations under paragraph 1 of this Addendum and fails to cure its non-compliance within 60 days of written notice from the City, the Applicant shall pay to the City, in addition to the Commercial Rehabilitation Tax due under the CREC on the Property, an amount equal to the difference for the year of non-compliance between the amount of ad valorem tax otherwise due on the Property without the CREC and the amount of the Commercial Rehabilitation Tax due on the Property with the CREC, multiplied by a fraction, the numerator of which is shortfall of the number of units that are not in compliance and the denominator of which is 5. Prior to taking any action to require the Applicant to pay any amount to the City pursuant to this paragraph 2, the City shall afford the Applicant an opportunity to present at a public hearing reasons for the shortfall by the Applicant in its compliance with this Addendum.

¹ In the event that the AMI decreases in a subsequent year, the prior year AMI shall continue in effect for the Project until and to the extent the AMI level later increases.

EXHIBIT A
Application for Commercial Rehabilitation Exemption Certificate

EXHIBIT B
Detroit City Council Resolution
Granting the Commercial Rehabilitation Exemption Certificate



COLEMAN A. YOUNG MUNICIPAL CENTER
 2 WOODWARD AVENUE, SUITE 1240
 DETROIT, MICHIGAN 48226
 PHONE: 313.224.4950
 FAX: 313.224.3434

Decision Regarding Employment Clearance for Tax Abatement Employment Commitment 5-50 Full-time Employees

Date: September 27, 2022

Tax Abatement Type: PA 210

New ☒ Renewal ☐

Duration of Abatement: 10 years

Development: Detroit & Northern LLC will rehab the 7 story building into an 11 story building with 27 apartments on floors 3-11 and 6,110 sq ft of commercial space on lower level floors 1-2.

Parcel/Facility Address: 1133 Griswold St

Applicant/Recipient: Richard Karp

Applicant Contact: rk@buildtech.com 517-708-3002

Post-Construction Employment Commitments

If Developer Occupied is selected, the Developer will be responsible for both Developer and Tenant requirements listed below.

Developer Occupied ☐ Tenant Occupied ☒

Total Employment: 30

Developer commits to

- 1) Report to CRIO annually;
 - a. Developer's efforts regarding tenants
 - b. Tenant's compliance with commitments stated below (3)
 - c. Total number of employees at the facility
 - d. Number of employees at the facility who are Detroit residents
- 2) Provide Detroit at Work (DAW) information to any/all tenant(s) for life of abatement
- 3) Work with Commercial Tenant(s) with 5-50 full-time employees to do the following;
 - a. **Use DAW as the company's priority staffing partner** for all openings in Detroit for the life of the local incentive;
 - b. **Develop and implement a DAW Staffing Plan** in partnership with the company's DAW Staffing Consultant to include a regular meeting schedule of at least every 30 days and agreed-upon data-sharing related to program criteria and candidate submissions;
 - c. **Post all Detroit job openings through the DAW website;**
 - d. **Ban the Box:** To the extent possible according to law and job requirements, commits to removing the felony and/or misdemeanor question from the employment application, and agrees to using a background-friendly approach to hiring new employees in Detroit; and,
 - e. **Modify pre-employment screening and testing** so that an applicant who tests positive for a legalized substance in the State of Michigan are not disqualified from the hiring process, to the extent permissible under applicable laws, regulations, and other legal requirements.
 - f. **Commit to one consultation with DAW staffing consultant** on strategies for upskilling of new employees, including offerings in adult basic education, State-



COLEMAN A. YOUNG MUNICIPAL CENTER
 2 WOODWARD AVENUE, SUITE 1240
 DETROIT, MICHIGAN 48226
 PHONE: 313.224.4950
 FAX: 313.224.3434

Decision Regarding Employment Clearance for Tax Abatement Employment Commitment 5-50 Full-time Employees

provided training funds and incentives, apprenticeship programs development, and post-secondary educational attainment.

- g. **Commit to attending a New Employer Introduction meeting for Grow Detroit's Young Talent (GDYT)**, Detroit's summer youth employment program, in the first 90 days following approval;
- h. **Report to Developer annually;**
 - i. Tenant's compliance with requirements
 - ii. The number of individuals employed by Tenant
 - iii. The number of employees who are Detroit residents

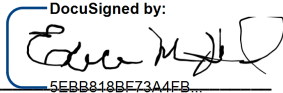
4) Work with Commercial Tenant(s) who have **less than 5 full-time employees** to do **3-c and 3-h**

The Applicant/Recipient has provided CRIO required information in accordance with specific current and future employment data and commitments as part of a tax abatement agreement with the City of Detroit.

Therefore my signature below grants **Approval** of the above tax abatement application/renewal based upon annual reports to and appraisals by this agency of the recipient's employment measures projected and achieved for the duration of the abatement.

Erica Hill _____

CRIO Deputy Director Name

DocuSigned by:

 5EBB818BF73A4FB...

CRIO Deputy Director Signature

9/28/2022

 Date



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

Phone: 313.224.6380
Fax: 313.224.1629
www.detroitmi.gov

October 5, 2022

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

Re: Request for Public Hearing to Approve a Commercial Rehabilitation Certificate on behalf of Detroit & Northern, LLC, in the area of 1133 Griswold Street, Detroit, Michigan, in accordance with Public Act 210 of 2005 (Petition #2022-232).

Honorable City Council:

The Housing and Revitalization Department, Planning & Development Department and Finance Department have reviewed the application of **Detroit & Northern, LLC**, and find that it satisfies the criteria set forth by P.A. 210 of 2005 and would be consistent with development and economic goals of the Master Plan.

Public Act 210 of 2005 states that the legislative body of the qualified local governmental unit, shall by resolution either approve or disapprove the application for a Commercial Rehabilitation Exemption Certificate in accordance with Section 3 and other provisions of this act. Prior to acting upon a resolution to recommend approval, a public hearing must be held, and the City Clerk must provide written notice of the public hearing to the assessor and to the governing body of each taxing unit that levies an ad valorem tax within the eligible district.

We request that a Public Hearing be scheduled on the issue of approving the application for the Commercial Rehabilitation Certificate. Attached for your consideration, please find a resolution establishing a date and time for the public hearing.

Respectfully submitted,

DocuSigned by:

A handwritten signature in black ink, appearing to read "K. Vickers", enclosed within a blue DocuSign signature box.

A1E238A05CAA417
Kelly R. Vickers

Chief Housing Investment & Development Officer

KV/jc

cc: S. Washington, Mayor's Office
K. Trudeau, PDD
J. Schneider, HRD
J. Cook, HRD



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

Phone: 313.224.6380
Fax: 313.224.1629
www.detroitmi.gov

BY COUNCIL MEMBER _____

WHEREAS, pursuant to Public Act 210 of 2005 (“the Act”) this City Council may adopt a resolution approving the application of a Commercial Rehabilitation Exemption Certificate within the boundaries of the City of Detroit; and

WHEREAS, Detroit & Northern, LLC has made application for a Commercial Rehabilitation Exemption Certificate whose boundaries are particularly described in the map and legal description attached hereto; and

WHEREAS, prior to such approval, the City Council shall provide an opportunity for a Public Hearing, at which a Public Hearing on such adoption of a resolution providing such tax exemption, at which Public Hearing representatives of any taxing authority levying *ad valorem* taxes within the City, or any other resident or taxpayer of the City of Detroit may appear and be heard on the matter.

NOW THEREFORE BE IT

RESOLVED, that on the _____ 2022, a Public Hearing be held on the above described application and be it finally

RESOLVED, that the City Clerk shall give notice of the Public Hearing to the general public and shall give written notice of the Public Hearing by certified mail to all taxing authorities levying an *ad valorem* tax within the City of Detroit.



DEPARTMENTAL SUBMISSION

DEPARTMENT: [eSCRIBE Department]
FILE NUMBER: Housing and Revitalization-0260

*** 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**



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

Phone: 313.224.6380
Fax: 313.224.1629
www.detroitmi.gov

October 4, 2022

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

RE: Request for Public Hearing regarding the Approval for an Industrial Facilities Exemption Certificate on behalf of Orange Construction, LLC in the general area of 1200 Oakman, Detroit, Michigan, in accordance with Public Act 198 of 1974. (Petition # 2022-58)

Honorable City Council:

Representatives of the Housing and Revitalization Department, Planning and Development and Finance Departments have reviewed the above referenced petition of the following entity which requests City approval for an Industrial Facilities Exemption Certificate.

Based on discussions with company representatives and examination of the submitted application, we are convinced this company meets the criteria for tax relief as set forth by Public Act 198 of 1974 as amended.

| | |
|--------------------|---|
| COMPANY: | Orange Construction |
| ADDRESS: | Detroit, Michigan _____ |
| LOCATED IN: | Industrial Development /Plant Rehabilitation District |
| TYPE OF BUSINESS: | Manufacturing |
| INVESTMENT AMOUNT: | Real Property: \$ <u>2,600,000</u> |
| | Personal Property: \$ <u>6,089,000</u> |
| | Total: \$ <u>8,689,000</u> |
| EMPLOYMENT: | New hires: <u>33</u> |

We request that a Public Hearing be held for the purpose of considering City approval of an Industrial Facilities Exemption Certificate.

Respectfully submitted,

DocuSigned by:

Kelly R. Vickers

Chief Housing Investment & Development Officer

KV/jc

cc: G. Fulton, Mayor's Office
A. Bryant, PDD
J. Schneider, HRD
J. Cook, HRD



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

Phone: 313.224.6380
Fax: 313.224.1629
www.detroitmi.gov

BY COUNCILMEMBER _____

WHEREAS, pursuant to Act No. 198 of the Public Acts of 1974, as amended ("1974"), this City Council has the authority to establish "Industrial Development Districts" and "Plant Rehabilitation Districts" within the boundaries of the City of Detroit,

WHEREAS, Orange Construction, LLC. has petitioned this City Council for the approval of an Industrial Facilities Exemption Certificate based upon said "districts" in the area of **1200 Oakman** in the City of Detroit;

WHEREAS, Act 198 requires that prior to the approval of an Industrial Facilities Exemption Certificate, City Council shall provide an opportunity for a hearing on the approval of the Industrial Facilities Exemption Certificate at which, any representative of a taxing authority levying *ad valorem* taxes, or any resident or taxpayer of the City of Detroit may appear and be heard on the matter;

NOW THEREFORE BE IT

RESOLVED, that on the ____ day of _____, **2022**, at ____ a.m., a Public Hearing be held on the approval of an Industrial Facilities Exemption Certificate on the property referred to above and more fully described in the application attached hereto; and be it finally,

RESOLVED, that the City Clerk will provide notice of the Public Hearing to the general public by publication and shall give written notice by certified mail to the taxing authorities and to the owners of all real property within the proposed Development District.

Janice M. Winfrey
City Clerk

City of Detroit

OFFICE OF THE CITY CLERK

Andre P. Gilbert II
Deputy City Clerk

August 22, 2022

To: Katharine G. Trudeau, Deputy Director
Planning and Development Department
Coleman A. Young Municipal Center
2 Woodward Ave. Suite 808
Detroit, MI. 48226

Re: Request for the Establishment of an Industrial Facilities Exemption
Certificate at 1200 Oakman Blvd, Detroit, MI 48238. **(Relative to Petition #2022-58)**

Please find attached an application for Request to E Establishment of an
Industrial Facilities Exemption Certificate at 1200 Oakman Blvd, Detroit, MI
48238. **(Relative to Petition #2022-58)**

Respectfully submitted,



Jaleesa McIntosh,

Jr. Assistant City Council Committee Clerk
Office of the City Clerk

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the original and two copies of this form and the required attachments (three complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires two complete sets (one original and one copy). One copy is retained by the clerk. If you have any questions regarding the completion of this form, call (517) 373-3302.

| To be completed by Clerk of Local Government Unit | |
|---|-------------------------------|
| Signature of Clerk | ▶ Date Received by Local Unit |

| STC Use Only | |
|----------------------|------------------------|
| ▶ Application Number | ▶ Date Received by STC |

APPLICANT INFORMATION


All boxes must be completed.

| ▶ 1a. Company Name (Applicant must be the occupant/operator of the facility) Orange Construction, LLC | | ▶ 1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) 2085 | | | | | | | | | | | | | |
|--|--------------------|---|---|---|--------------------|--|----------|----------------------------|-------------------|-----------------|---|--------------------------------|-------------------|-----------------|---|
| ▶ 1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 1200 Oakman Blvd, Building B | | ▶ 1d. City/Township/Village (indicate which) Detroit | ▶ 1e. County Wayne | | | | | | | | | | | | |
| ▶ 2. Type of Approval Requested <input type="checkbox"/> New (Sec. 2(5)) <input type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Research and Development (Sec. 2(10)) | | ▶ 3a. School District where facility is located Detroit Public Schools District ▶ 3b. School Code 2601103 | | | | | | | | | | | | | |
| <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Rehabilitation (Sec. 3(6)) <input type="checkbox"/> Increase/Amendment | | 4. Amount of years requested for exemption (1-12 Years) 12 | | | | | | | | | | | | | |
| 5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed. Please see attached letter | | | | | | | | | | | | | | | |
| 6a. Cost of land and building improvements (excluding cost of land) * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun. | | ▶ \$2.6 million Real Property Costs | | | | | | | | | | | | | |
| 6b. Cost of machinery, equipment, furniture and fixtures * Attach itemized listing with month, day and year of beginning of installation, plus total | | ▶ \$6.089 million Personal Property Costs | | | | | | | | | | | | | |
| 6c. Total Project Costs * Round Costs to Nearest Dollar | | ▶ \$8.689 million Total of Real & Personal Costs | | | | | | | | | | | | | |
| 7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC. <table border="0"><thead><tr><th></th><th>Begin Date (M/D/Y)</th><th>End Date (M/D/Y)</th><th></th></tr></thead><tbody><tr><td>Real Property Improvements</td><td>▶ <u>5/1/2022</u></td><td><u>4/1/2024</u></td><td>▶ <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased</td></tr><tr><td>Personal Property Improvements</td><td>▶ <u>5/1/2022</u></td><td><u>4/1/2024</u></td><td>▶ <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased</td></tr></tbody></table> | | | | | Begin Date (M/D/Y) | End Date (M/D/Y) | | Real Property Improvements | ▶ <u>5/1/2022</u> | <u>4/1/2024</u> | ▶ <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased | Personal Property Improvements | ▶ <u>5/1/2022</u> | <u>4/1/2024</u> | ▶ <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased |
| | Begin Date (M/D/Y) | End Date (M/D/Y) | | | | | | | | | | | | | |
| Real Property Improvements | ▶ <u>5/1/2022</u> | <u>4/1/2024</u> | ▶ <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased | | | | | | | | | | | | |
| Personal Property Improvements | ▶ <u>5/1/2022</u> | <u>4/1/2024</u> | ▶ <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased | | | | | | | | | | | | |
| ▶ 8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | | | | | | | | | | | | | |
| ▶ 9. No. of existing jobs at this facility that will be retained as a result of this project. 0 | | ▶ 10. No. of new jobs at this facility expected to create within 2 years of completion. 33 | | | | | | | | | | | | | |
| 11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation. <table border="0"><tbody><tr><td>a. TV of Real Property (excluding land)</td><td><u>0</u></td></tr><tr><td>b. TV of Personal Property (excluding inventory)</td><td><u>0</u></td></tr><tr><td>c. Total TV</td><td><u>0</u></td></tr></tbody></table> | | | | a. TV of Real Property (excluding land) | <u>0</u> | b. TV of Personal Property (excluding inventory) | <u>0</u> | c. Total TV | <u>0</u> | | | | | | |
| a. TV of Real Property (excluding land) | <u>0</u> | | | | | | | | | | | | | | |
| b. TV of Personal Property (excluding inventory) | <u>0</u> | | | | | | | | | | | | | | |
| c. Total TV | <u>0</u> | | | | | | | | | | | | | | |
| ▶ 12a. Check the type of District the facility is located in: <input checked="" type="checkbox"/> Industrial Development District <input type="checkbox"/> Plant Rehabilitation District | | | | | | | | | | | | | | | |
| ▶ 12b. Date district was established by local government unit (contact local unit) applied for with City Council | | ▶ 12c. Is this application for a speculative building (Sec. 3(8))? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | | | | | | | | | | | |

APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

| | | | |
|---|--|--|--|
| 13a. Preparer Name Stephen George | 13b. Telephone Number 858-335-4237 | 13c. Fax Number n/a | 13d. E-mail Address alec@endlesswest.com |
| 14a. Name of Contact Person Alec Lee | 14b. Telephone Number 248-303-9510 | 14c. Fax Number n/a | 14d. E-mail Address alec@endlesswest.com |
| ▶ 15a. Name of Company Officer (No Authorized Agents) Alec Lee | | | |
| 15b. Signature of Company Officer (No Authorized Agents)  | | 15c. Fax Number n/a | 15d. Date 3-22-2022 |
| ▶ 15e. Mailing Address (Street, City, State, ZIP Code) 1150 Illinois St., San Francisco, CA 94611 | | 15f. Telephone Number 248-303-9510 | 15g. E-mail Address alec@endlesswest.com |

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

| | |
|--|---|
| ▶ 16. Action taken by local government unit <input type="checkbox"/> Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12) After Completion <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Denied (Include Resolution Denying) | 16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Original Application plus attachments, and one complete copy <input type="checkbox"/> 2. Resolution establishing district <input type="checkbox"/> 3. Resolution approving/denying application. <input type="checkbox"/> 4. Letter of Agreement (Signed by local unit and applicant) <input type="checkbox"/> 5. Affidavit of Fees (Signed by local unit and applicant) <input type="checkbox"/> 6. Building Permit for real improvements if project has already begun <input type="checkbox"/> 7. Equipment List with dates of beginning of installation <input type="checkbox"/> 8. Form 3222 (if applicable) <input type="checkbox"/> 9. Speculative building resolution and affidavits (if applicable) |
| 16a. Documents Required to be on file with the Local Unit Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Notice to the public prior to hearing establishing a district. <input type="checkbox"/> 2. Notice to taxing authorities of opportunity for a hearing. <input type="checkbox"/> 3. List of taxing authorities notified for district and application action. <input type="checkbox"/> 4. Lease Agreement showing applicants tax liability. | |
| 16c. LUCI Code | 16d. School Code |
| 17. Name of Local Government Body | ▶ 18. Date of Resolution Approving/Denying this Application |

Attached hereto is an original application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time, and that any leases show sufficient tax liability.

| | | |
|--|--------------------|---------------------|
| 19a. Signature of Clerk | 19b. Name of Clerk | 19c. E-mail Address |
| 19d. Clerk's Mailing Address (Street, City, State, ZIP Code) | | |
| 19e. Telephone Number | 19f. Fax Number | |

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

Local Unit: Mail one original and one copy of the completed application and all required attachments to:

**Michigan Department of Treasury
State Tax Commission
PO Box 30471
Lansing, MI 48909**

(For guaranteed receipt by the STC, it is recommended that applications are sent by certified mail.)

| STC USE ONLY | | | | |
|--------------|-------------------|-----------------------|-----------------|---------------------|
| ▶ LUCI Code | ▶ Begin Date Real | ▶ Begin Date Personal | ▶ End Date Real | ▶ End Date Personal |

Instruction for Completing Form 1012, Industrial Facilities Tax Exemption (IFT) Application

The completed original application form 1012 and all required attachments, **MUST** be filed with the clerk of the local unit of government where the facility is or will be located. Complete applications must be received by the State Tax Commission by October 31 to ensure processing and certification for the following tax year. Applications received after the October 31 deadline will be processed as expeditiously as possible.

Please note that attachments listed on the application in number 16a are to be retained by the local unit of government, and attachments listed in number 16b are to be included with the application when forwarding to the State Tax Commission (STC).

(Before commencement of a project the local unit of government must establish a district, or the applicant must request in writing a district be established, in order to qualify for an IFT abatement. Applications and attachments must be received by the local unit of government **within six months of commencement of project.**)

The following information is required on separate documents attached to form 1012 by the applicant and provided to the local unit of government (city, township or village). (Providing an accurate school district where the facility is located is vital.)

1. Legal description of the real property on which the facility is or will be located. Also provide property identification number if available.
2. Personal Property Requirements: Complete list of new machinery, equipment, furniture and fixtures which will be used in the facility. The list should include description, **beginning date of installation** or expected installation by **month/day/year**, and costs or expected costs (see sample). Detail listing of machinery and equipment **must match amount shown** on question 6b of the application. Personal property applications must have attached a certified statement/affidavit as proof of the beginning date of installation (see sample).
3. Real Property Requirements: Proof of date the construction started (groundbreaking). Applicant must include one of the following if the project has already begun; building permit, footings inspection report, or certified statement/affidavit from contractor indicating exact date of commencement.
4. Complete copy of lease agreement as executed, if applicable, verifying lessee (applicant) has direct ad valorem real and/or personal property tax liability. The applicant must have real and/or personal property tax liability to qualify for an IFT abatement on leased property. If applying for a real property tax exemption on leased property, the lease must run the full length of time the abatement is granted by the local unit of government. Tax liability for leased property should be determined before sending to the STC.

The following information is required of the local unit of government: [Please note that only items 2, 4, 5, 6, & 7 below are forwarded to the State Tax Commission with the application, along with items 2 & 3 from above. The original is required by the STC. The remaining items are to be retained at the local unit of government for future reference. **(The local unit must verify that the school district listed on all IFT applications is correct.)**]

1. A copy of the notice to the general public and the certified notice to the property owners concerning the establishment of the district.
2. Certified copy of the resolution establishing the Industrial Development District (IDD) or Plant Rehabilitation District (PRD), which includes a legal description of the district (see sample). **If the district was not established prior to the commencement of construction, the local unit shall include a certified copy or date stamped copy of the written request to establish the district.**
3. Copy of the notice and the certified letters to the taxing authorities regarding the hearing to approve the application.
4. Certified copy of the resolution approving the application. **The resolution must include the number of years the local unit is granting the abatement and the statement "the granting of the Industrial Facilities Exemption Certificate shall not have the effect of substantially impeding the operation of (governmental unit), or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in (governmental unit – see sample).**

- 5. Letter of Agreement (signed by the local unit of government and the applicant per P.A. 334 of 1993 (see sample).**
- 6. Affidavit of Fees (signed by the local unit of government and the applicant), (Bulletin 3, January 16, 1998). This statement may be incorporated into the Letter of Agreement (see sample).**
- 7. Treasury Form 3222 (if applicable - Fiscal Statement for Tax Abatement Request.**

The following information is required for rehabilitation applications in addition to the above requirements:

1. A listing of existing machinery, equipment, furniture and fixtures which will be replaced or renovated. This listing should include description, beginning date of installation or expected installation by month/day/year, and costs or expected costs.
2. A rehabilitation application must include a statement from the Assessor showing the taxable valuation of the plant rehabilitation district, separately stated for real property (EXCLUDING LAND) and personal property. Attach a statement from the assessor indicating the obsolescence of the property being rehabilitated.

The following information is required for speculative building applications in addition to the above requirements:

1. A certified copy of the resolution to establish a speculative building.
2. A statement of non-occupancy from the owner and the assessor. Please refer to the following Web site for P.A. 198 of 1974:

Please refer to the following Web site for P.A. 198 of 1974: **www.legislature.mi.gov/**. For more information and Frequently Asked Questions, visit our Web site at **www.michigan.gov/propertytaxexemptions**.

For guaranteed receipt by the State Tax Commission, it is recommended that applications and attachments are sent by certified mail.



Stephen George <stephen@endlesswest.com>

Confirmation - Employment Plan for Tax Abatement Applicants

Smartsheet Forms <forms@app.smartsheet.com>

Tue, Mar 22, 2022 at 1:04 PM

To: stephen@endlesswest.com



Thank you for submitting your entry. A copy is included below for your records.

Employment Plan for Tax Abatement Applicants

Project Name 1200 Oakman

Parcel Street Address 1200 Oakman Blvd, Building B, Detroit, MI

Parcel Zip Code 48238

Project Description

Endless West is a beverage technology start-up founded in 2015 and based in San Francisco, California. The company has developed a process by which we are able to manufacture the molecular equivalent of long-aged whiskey and other spirits overnight without the use of barrels or other aging devices. We launched our first product, Glyph whiskey, several years ago, and the company has since expanded its portfolio to include a wide range of distilled spirits products including gin, vodka, brandy, and a variety of ready-to-drink cocktails. Under our Blank Collective brand, the company offers B2B services to other beverage alcohol industry members, providing bespoke solutions from formulation to branding to co-manufacturing.

In an effort to expand our manufacturing operations into the Midwest as we enter the growth stage of our business, Endless West is looking to establish an HQ2 in the city of Detroit, our first facility outside of San Francisco. We have purchased the property via a wholly-owned subsidiary (Orange Construction, LLC, a Michigan limited liability company), and we plan to lease the Property to Blank Collective, LLC (a Michigan limited liability company) who will apply our innovative process in receiving grain neutral spirit in bulk, mixing it with flavors, syrups, and water to create whiskies, gins, brandies, and ready-to-drink cocktails, bottling and canning it into closed packages, and selling it to distributors who will in turn offer it to restaurants and retailers throughout Michigan and beyond. They will also package the products into bulk containers and sell it to other beverage alcohol manufacturers for use in their own production.

In order to renovate the Property and ready it for manufacturing, we anticipate spending approximately \$2.3 million in connection with additions, alterations, and repairs to the existing structure. In addition, we anticipate spending over \$10 million to purchase and install the equipment and machinery necessary to use the Property to manufacture, store, and distribute our products.

Tax Abatement Industrial Facilities Exemption (PA 198 of 1974)

Length of Tax Abatement 12

Construction Completion 12/09/2022

Date**Company Name** Orange Construction, LLC**Company Street Address** 5360 Plymouth Road, Ann Arbor, MI**Company Zip Code** 48105**Name of Authorized Representative** Alec Lee**Title** Manager**Email** alec@endlesswest.com**Phone** (248) 303-9510**Check if all questions may be directed to the Authorized Representative** ☒**Post-Construction Occupant** Tenant Occupied**FTE Employment Range** 5-50**Total number of full time employee positions offered** 33**Please provide any additional comments here:**

File Attachments

 **Employment and Project Narrative for 1200 Oakman Blvd.docx** (20k)

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March 22, 2022

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

RE: **Request for the Establishment of an Industrial Facilities Exemption Certificate at 1200 Oakman Blvd, Detroit, MI 48238**

Honorable City Council:

Please accept this letter as a request to establish an **Industrial Facilities Exemption Certificate** for the property located at 1200 Oakman Blvd, Building B, Detroit, MI 48238 and described on Attachment A (the "**Property**").

This project entails a sale of the real property and building located at the Property. On February 16, 2022, Ava Food Labs, Inc. dba Endless West purchased the Property via a newly formed subsidiary – Orange Construction, LLC, a Michigan limited liability company. The Property is currently owned and operated as a food distribution center by Focus:Hope, a non-profit corporation. Endless West and Focus:Hope entered into a purchase agreement for the transaction. We are currently in the due diligence phase and hope to close in the near future. Endless West's diligence review of the Property – focusing on environmental conditions, zoning, licensing, and structural engineering – has to this point raised no blockers to completing the transaction.

Endless West is a beverage technology start-up founded in 2015 and based in San Francisco, California. The company has developed a process by which it is able to manufacture the molecular equivalent of long-aged whiskey and other spirits overnight without the use of barrels or other aging devices. We launched our first product, Glyph whiskey, several years ago, and the company has since expanded its portfolio to include a wide range of distilled spirits products including gin, vodka, brandy, and a variety of ready-to-drink cocktails. Under our Blank Collective brand, the company offers B2B services to other beverage alcohol industry members, providing bespoke solutions from formulation to branding to co-manufacturing.

In an effort to expand our manufacturing operations into the Midwest as it enters the growth stage of our business, Endless West is looking to establish an HQ2 in the city of Detroit, our first facility outside of San Francisco. We plans to use the Property to apply our innovative process in receiving grain neutral spirit in bulk, mixing it with flavors, syrups, and water to create whiskies, gins, brandies, and ready-to-drink cocktails, bottling and canning it into closed packages, and selling it to distributors who will in turn offer it to restaurants and retailers throughout Michigan and beyond. We will also package our products into bulk containers and sell it to other beverage alcohol manufacturers for use in their own production.

Endless West's use of the Property will be consistent with the purpose of industrial zoning, as we understand it. Endless West's molecular manufacturing processes are streamlined and self-contained, yielding non-objectionable effects on the premises, surrounding businesses, other properties in the area,

Endless West | 1150 Illinois St. San Francisco, CA 94107
www.endlesswest.com | 415 814 2745



and the Detroit community as a whole. Bottling, canning, assembling, storage and shipping procedures are similarly well-developed and will be implemented at the building with the assistance of expert engineers. We will work with the city of Detroit to identify and apply any potential external changes to the building, ensuring they comply with all applicable standards.

As a company with existing operations in San Francisco, one of the main drivers for this project is to find and invest in an expansion site in a lower-cost environment with an eager workforce so that we can reduce our internal costs and scale our operations more efficiently. Given the significant funds required to purchase and renovate this Property, Endless West would not be in a position to commit to this project without receiving the exemption certificate offered by the City of Detroit. This economic incentive makes a significant impact in reducing our capital costs and facilitating our hiring process at this location, which enables us to move forward with this opportunity in Detroit rather than the several properties we have been seriously considering in Ohio.

As Endless West ramps up our manufacturing at the Property, we expect to hire approximately 33 employees through the first and second years of operation. We estimate annual payroll to be around \$1.6 million by the end of the second year.

In order to renovate the Property and ready it for manufacturing, we anticipate spending approximately \$2.3 million in connection with additions, alterations, and repairs to the existing structure. In addition, we anticipate spending over \$10 million to purchase and install the equipment and machinery necessary to use the Property to manufacture, store, and distribute our products.

Endless West will fund the project with our existing operating capital. Upon request, we are happy to provide you with a current financial statement showing that Endless West has sufficient funds to execute this project.

In light of our desire to become a long-term member of the Detroit business community, we respectfully request the longest available tax abatement term of 12 years.

We expect such a tax abatement to be economically beneficial to the City of Detroit in both the short and long term. Endless West's purchase of the Property from Focus:Hope will help the City realize an increase in real property taxes, given that, as of now, the Property does not generate any real property taxes due to its non-profit status.

Furthermore, Endless West will invest infrastructure capital to build out our operations facility and, over the next few years, we will create new jobs in manufacturing among other professions that we intend to fill with Detroit residents. We are looking forward to partnering with the City's development workforce agency to recruit and train local citizens to become part of our workforce.

We are enthusiastic about embarking on this endeavor in the City of Detroit. Endless West's co-founder and CEO grew up in the Detroit area, and several of the team's senior members have ties to the area. Part of Endless West's corporate mission as it expands its operations is to help return manufacturing jobs to areas where it can have a positive economic impact. Additionally, the company hopes to bring investor and press attention to its selection of Detroit as the first site for its expansion outside of the Bay Area.



Because we have not yet done any business in Detroit, we have not yet had the pleasure of contributing to the City by paying property taxes. And due to the Property's non-profit status, we do not anticipate that any real property taxes are currently outstanding. Nevertheless, if there are any outstanding City taxes related to the Property, we expect them to become current, as our purchase agreement with Focus:Hope requires that City taxes on the Property be paid in full as of the closing.

Thank you in advance for your consideration of this request. We're grateful for the DECG's support of this project, and we look forward to establishing our technology-driven footprint in the city of Detroit and immersing ourselves in the community. Should you have any questions, please do not hesitate to reach out to me using the below contact information.

Respectfully submitted,

Alec Lee, CEO
(248) 303-9510
alec@endlesswest.com

Attachment A: Site Map and Description of the Property

cc: K. Bridges, DEGC
N. Marsh, DEGC
V. Farley, HRD



Attachment A

Land Survey / Parcel Map with Legal Description: Please see the last page below.

Description of the Property:

The facility is an approximately 128,000 sq ft M4-zoned warehouse facility located at 1200 Oakman Blvd, Detroit, MI. The building is steel-framed. Its roof is framed with steel trusses, beams, joints and purlins topped with concrete deck. Its exterior wall is mostly concrete masonry, with some wood or metal stud framing with gypsum wallboard. The floor is a 6" concrete slab.

In a 1940 aerial photograph, the site can be seen developed with a large industrial building and parking lot. In a 1950 fire insurance map, the site is described as "Ex-Cell-O Corporation Aircraft." In the 1990's Focus:Hope is noted as the owners of the site. Until recently, the facility was operated as a food distribution center by Focus:Hope.

Proposed Use of the Property:

The new facility is planned to be used as a new production facility for alcoholic beverages. Endless West will be receiving grain neutral spirit in bulk, mixing it with flavors, syrups, and water to create whiskies, gins, brandies, and ready-to-drink cocktails, bottling and canning it into closed packages, and selling it to distributors who will in turn offer it to restaurants and retailers throughout Michigan and beyond. Endless West will also package its products into bulk containers and sell it to other beverage alcohol manufacturers for use in their own production.

Endless West's use of the Property will be consistent with the purpose of industrial zoning, as we understand it. Endless West's molecular manufacturing processes are streamlined and self-contained, yielding non-objectionable effects on the premises, surrounding businesses, other properties in the area, and the Detroit community as a whole. Bottling, canning, assembling, storage and shipping procedures are similarly well-developed and will be implemented at the building with the assistance of expert engineers. Endless West will work with the city of Detroit to identify and apply any potential external changes to the building, ensuring they comply with all applicable standards.

Rehabilitation and New Construction at the Property:

Minimal changes to the exterior and interior of the facility will be undertaken. Aside from storage tanks and piping, most equipment purchased and installed will not be fixed equipment (ie bottling and canning lines). In order to process alcohol and other liquids, we will need to install drains throughout the main area of the facility. We are also planning to install more loading docks (to have 8 in total). We may need to upgrade utilities at some point in the future.

Fixed Building Equipment at the Property:



A few fixed building fixtures, including liquid/alcohol storage tanks, control panels, piping, floor drains, new sinks, fume hood. We may add more things as we progress through the project with our engineering firm.

Estimated Schedule for Rehabilitation and Construction at the Property:

We expect buildout to take place over two phases, as follows:

| | Task | Duration | Start | Finish |
|----------|---|-----------------|------------------|-----------------|
| 1 | Phase 1 - Existing Fillers | 314 days | 1/24/2022 | 4/6/2023 |
| 1.1 | Design | 75 days | 1/24/2022 | 5/6/2022 |
| 1.1.1 | Process Design | 75 days | 1/24/2022 | 5/6/2022 |
| 1.1.2 | Building, Site, & Utility System Design | 60 days | 2/14/2022 | 5/6/2022 |
| 1.2 | General Contractor/CM Selection | 39 days | 2/14/2022 | 4/7/2022 |
| 1.3 | Procurement | 314 days | 1/24/2022 | 4/6/2023 |
| 1.3.1 | Process & Packaging Equipment | 187 days | 1/24/2022 | 10/11/2022 |
| 1.4 | Permitting | 6 weeks | 5/9/2022 | 6/17/2022 |
| 1.5 | Bidding | 4 weeks | 5/9/2022 | 6/3/2022 |
| 1.6 | Construction | 230 days | 1/24/2022 | 12/9/2022 |
| 1.6.4 | Process Equipment | 205 days | 1/24/2022 | 11/4/2022 |
| 1.6.4.1 | Process Equipment & Piping Install (Relo) | 25 days | 9/26/2022 | 10/28/2022 |



| | Task | Duration | Start | Finish |
|----------|---|-----------------|------------------|------------------|
| 1 | Phase 1 - Existing Fillers | 314 days | 1/24/2022 | 4/6/2023 |
| 1.6.4.2 | Process Equipment & Piping Install (New) | 20 days | 1/24/2022 | 2/18/2022 |
| 1.6.5 | Filling and Packaging Equipment | 55 days | 9/26/2022 | 12/9/2022 |
| 1.6.5.1 | Filling & Packaging Equipment Install (Relo) | 25 days | 9/26/2022 | 10/28/2022 |
| 1.6.5.2 | Filling & Packaging Equipment Install (New) | 40 days | 9/26/2022 | 11/18/2022 |
| 2 | Phase 2 - New Fillers / Additional Production Volume | 350 days | 1/24/2022 | 5/26/2023 |
| 2.1 | Design | 90 days | 1/24/2022 | 5/27/2022 |
| 2.1.1 | Process Design | 80 days | 1/24/2022 | 5/13/2022 |
| 2.1.2 | Building, Site, & Utility Design | 55 days | 3/14/2022 | 5/27/2022 |
| 2.2 | Procurement | 280 days | 2/28/2022 | 3/24/2023 |
| 2.3 | Permitting | 6 weeks | 1/24/2022 | 3/4/2022 |
| 2.4 | Bidding | 4 weeks | 1/24/2022 | 2/18/2022 |
| 2.5 | Construction | 320 days | 3/7/2022 | 5/26/2023 |
| 2.5.1 | Building & Utility Modifications | 16 weeks | 3/7/2022 | 6/24/2022 |
| 2.5.2 | Process Equipment & Piping Install | 50 days | 11/28/2022 | 2/3/2023 |



| | Task | Duration | Start | Finish |
|----------|---------------------------------------|-----------------|------------------|-----------------|
| 1 | Phase 1 - Existing Fillers | 314 days | 1/24/2022 | 4/6/2023 |
| 2.5.3 | Filling & Packaging Equipment Install | 45 days | 3/27/2023 | 5/26/2023 |

Equipment List

| Equipment | Installation Date |
|--------------------------------------|--------------------------|
| High speed depalletizer | Sept 2022 |
| Can rinser | Sept 2022 |
| Canning block | Nov 2022 |
| Pasteurizer + blower/dryer | Oct 2022 |
| Sleeving + shrinking | Aug 2022 |
| Cartoner | Jan 2023 |
| Tray Packer | Jan 2023 |
| Bundler | Jan 2023 |
| Palletizer + corner boards + wrapper | Oct 2022 |
| Conveyance | Oct 2022 |
| Integration + controls | Oct 2022 |
| Coding/marketing suite | Aug 2022 |
| Inspection suite | Aug 2022 |
| CIP system | May 2022 |
| Bulk glass depalletizer | Oct 2022 |
| Rinser + filler + closure | Sept 2022 |
| Labeling + U stamp + QC | Oct 2022 |
| Capsule applicator | Oct 2022 |
| Accumulation Conveyance | May 2022 |
| Accumulation Conveyance | May 2022 |
| Case erector | Oct 2022 |
| Case packer + laner | Oct 2022 |
| Partition inserter | Oct 2022 |
| Case sealer | Oct 2022 |

| | |
|--------------------------------|-----------|
| Conveyance | Oct 2022 |
| Integration + controls | Oct 2022 |
| Coding/marketing suite | Aug 2022 |
| Inspection suite | Aug 2022 |
| Blending skid | Aug 2022 |
| Bulk tote filling system | 2023 |
| Heat exchanger | May 2022 |
| RO skid | 2022 Q4 |
| Glycol chiller | 2023 Q1 |
| Corner wrap labeler | 2023 |
| Canning line (existing) | Sept 2022 |
| Still bottling line (existing) | Sept 2022 |
| Bottling line (existing) | Sept 2022 |
| Depalletizer (existing) | Sept 2022 |



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

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVE., SUITE 824
DETROIT, MI 48226
PHONE: 313•224•3011
FAX: 313•224•9400

October 3, 2022

Katharine G. Trudeau, Deputy Director
Planning & Development Department
Coleman A. Young Municipal Center
2 Woodward Ave, Suite 808
Detroit, MI 48226

Re: Industrial Facilities Exemption Certificate Request - **Orange Construction LLC**
Property Address: 1200 Oakman
Parcel Number: 08005017.003

Dear Ms. Trudeau:

The Office of the Chief Financial Officer, Office of the Assessor, has reviewed the request from **Orange Construction LLC** for an Industrial Facilities Exemption certificate for the property located at **1200 Oakman** in the City of Detroit.

The rationale for creating Industrial Facilities Exemptions under PA 198 of 1974, as amended, is based upon the anticipation that granting the exemption is a benefit to the city and that expansion, retention, or location of an eligible business will not occur without this exemption. PA 198 of 1974, as amended, also provides a tax incentive to manufacturers in order to enable renovation and expansion of aging facilities, building of new facilities, and to promote establishment of high tech facilities.

Orange Construction LLC is proposing to renovate a former food distribution center with 124,979 sq.ft. into a production facility for alcoholic beverages. Renovation would consist of new storage tanks, drain installation, additional loading docks, and new equipment investment. The estimated total cost of the project is \$2,600,000 for the real property and \$6,089,000 for the personal property. The new development is expected to create 33 new jobs. The request is for twelve (12) years from project completion.

A review of the project details and relevant statutes indicated that the proposed project located at **1200 Oakman** is eligible as outlined under PA 198 of 1974, as amended.

Sincerely,

Charles Ericson, MMAO
Assessor, Board of Assessors



Industrial Facilities Exemption Certificate
Orange Construction LLC
Page 2

Property Address: 1200 OAKMAN

Parcel Number: 08005017.003

Property Owner: ORANGE CONSTRUCTION LLC

Legal Description: N OAKMAN BLVD ALL THAT PT OF NW ¼ SEC 7 TTAT DESC AS FOLS BEG AT INT NLY LN OAKMAN BLVD (120 FT WD) AND WLY LN ROSA PARKS BLVD (66 FT WD) TH S 64D 0M 20S W 839.52 FT TO POB; TH S 64D 0M 20S W 73.31 FT TH N 26D 10M 40S W 200 FT TH S 64D 0M 20S W 380.57 FT TH S 26D 10M 40S E 117.5 FT TH S 64D 0M 20S W 47.35 FT TH N 26D 10M 40S W 90.5 FT TH S 64D 0M 20S W 206.28 FT TH N 26D 10M 40S W 284.41 FT TH ON A CUR TO L 254.98 FT RAD 1465.69 FT CEN ANG 9D 58M 4S CHD BRG N 68D 59M 22S E 254.66 FT TH N 64D 0M 20S E 615.23 FT TH S 25D 59M 40S E 97.71 FT TH S 63D 57M 42S W 91.2 FT TH S 37D 34M 3S W 22.84 FT TH S 26D 2M 52S E 117.19 FT TH S 17D 49M 29S W 70.76 FT TH S 26D 12M 17S E 159.1 FT TO POB 216,720 SQFT (4.98 AC)





TO: Justus Cook, Housing and Revitalization
FROM: Shelby Holmes, Planning and Development
RE: Master Plan Interpretation for **Industrial Development District / Plant Rehabilitation District** (PA 198) at 1200 Oakman Boulevard Detroit, MI 48238 (Associated to Petition # 2022-58)
DATE: March 7, 2022
CC: Katharine Trudeau, Deputy Director, Planning and Development
Kevin Schronce, PDD Central, Planning and Development
Karen Gage, PDD Zoning, Planning and Development

In order to ensure consistency with the City's Master Plan of Policies, pursuant to State of Michigan, Public Act 198 of 1974 (section 207.554), the Planning and Development Department's Planning Division submits the following interpretation for the **establishment of an Industrial Development District (IDD)**. The Petitioner is Endless West.

Location and Project Proposal: 1200 Oakman Blvd Detroit, MI 48238. The proposed project will be a manufacturing and processing facility.

Current Master Plan (MP) & Zoning: MP Classification – **Light Industrial (IL)**. Zoning –Intensive Industrial District (M4)

Master Plan Interpretation

The subject site area is designated **Light Industrial (IL)**. Light Industrial areas should generally consist of industrial uses of low intensity that have minimum undesirable effects on adjacent residential or commercial land uses. Small-scale industrial uses may include machine shops, small scale assembly or packaging, warehousing or technology parks.

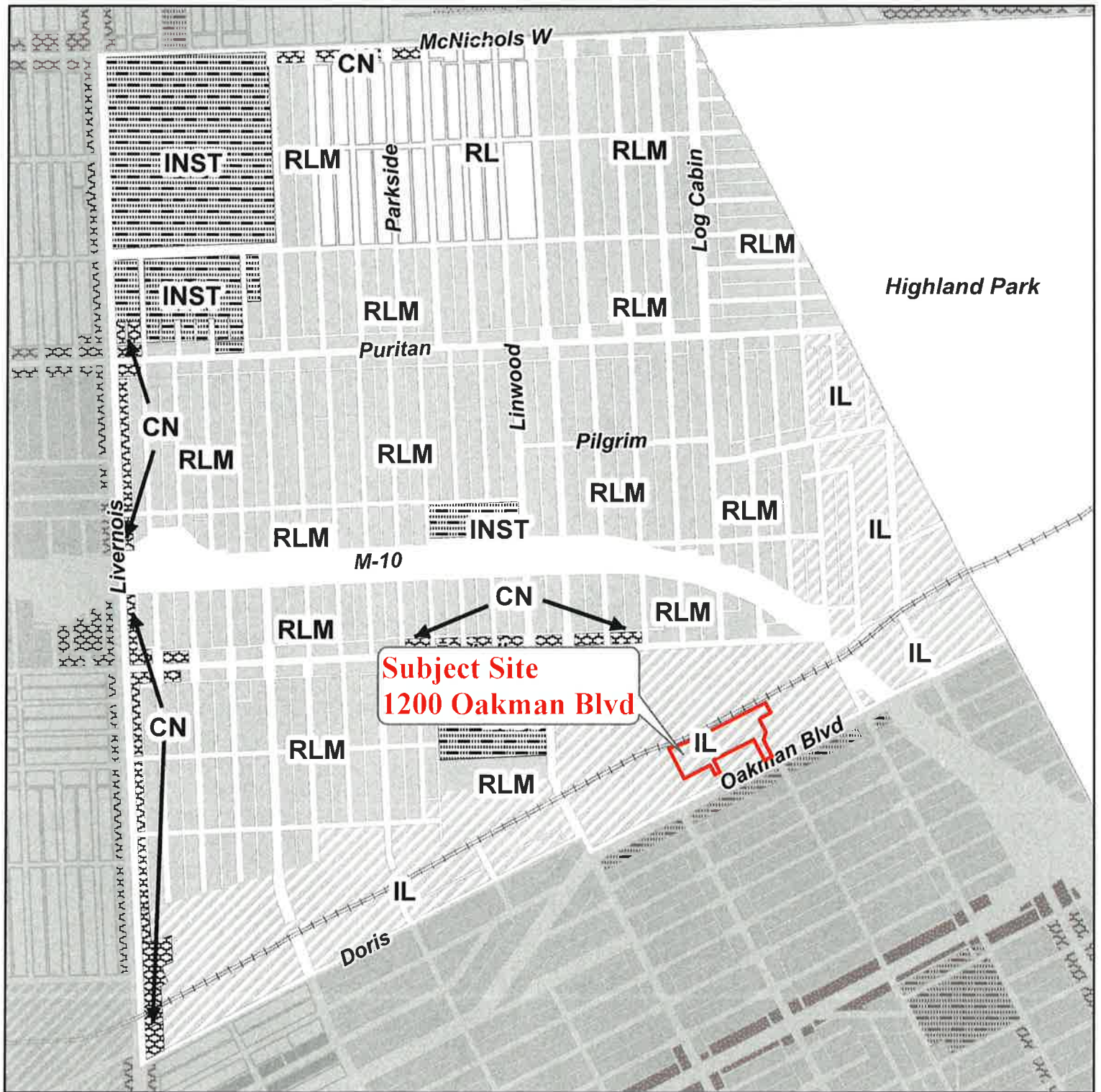
The following policies of the McNichols neighborhood describe the following recommendations:

- GOAL 5: Reduce conflicts between industrial and residential areas
- Policy 5.1: Establish and enforce designated truck routes to and from the Lodge Freeway and Livernois.

The proposed development conforms to the Future General Land Use characteristics of the area.

Attachments

Future General Land Use Map: Neighborhood Cluster 10, McNichols; Map 10-2B



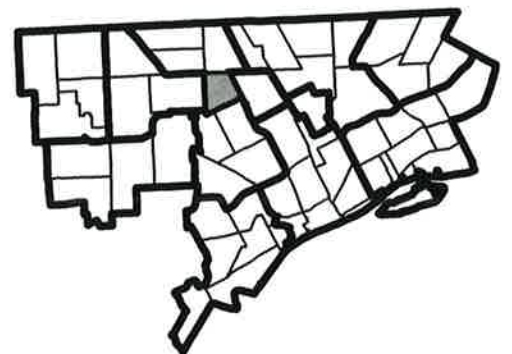
Map 10-2B
City of Detroit
Master Plan of
Policies

Neighborhood Cluster 10 McNichols



Future Land Use

| | | |
|--|--|---------------------------|
| Low Density Residential (RL) | Thoroughfare Commercial (CT) | Mixed - Town Center (MTC) |
| Low / Medium Density Residential (RLM) | Special Commercial (CS) | Recreation (PRC) |
| Medium Density Residential (RM) | General Industrial (IG) | Regional Park (PR) |
| High Density Residential (RH) | Light Industrial (IL) | Private Marina (PRM) |
| Major Commercial (CM) | Distribution / Port Industrial (IDP) | Airport (AP) |
| Retail Center (CRC) | Mixed - Residential / Commercial (MRC) | Cemetery (CEM) |
| Neighborhood Commercial (CN) | Mixed - Residential / Industrial (MRI) | Institutional (INST) |



INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE AGREEMENT

THIS INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE AGREEMENT (this “Agreement”) is made this 12th day of September, 2022___ by and between the City of Detroit, a Michigan municipal corporation (the “City”), acting by and through its Planning and Development Department, with an office at 2 Woodward Avenue, Suite 808, Detroit, Michigan 48226 and **Orange Construction, LLC** (“Applicant”) with an office at **1200 Oakman Blvd, Bldg B, Detroit MI 48238**.

WITNESSETH:

WHEREAS, Public Act 198 of 1974 as amended, also known as the Plant Rehabilitation and Industrial Development Districts Act (the “Act”), (1) provides for the establishment of industrial development districts and plant rehabilitation districts by local governmental units, (2) provides for the abatement or exemption from certain taxes for facility owners or lessees in a qualified district, and (3) allows local governmental units to levy and collect a specific tax from the owners or lessees of certain qualified facilities, among other provisions; and

WHEREAS, the Applicant has submitted an application (the "Application") for an Industrial Facilities Exemption Certificate (“IFEC”) for the facility and/or equipment located at **1200 Oakman Blvd, Building B** (the “Property”). A copy of the Application is attached hereto as **Exhibit A** and made a part hereof; and

WHEREAS, the City has previously approved either an industrial development district or plant rehabilitation district pursuant to the Act and the Property is located in such district; and

WHEREAS, the Applicant has committed to complete a restoration, replacement or construction program that creates a New Facility or Replacement Facility on the Property within the meaning of the Act, and to hire or retain a certain amount of full-time employees at the Property during the Term (as defined below); and

WHEREAS, the City has approved the Application by adopting a resolution granting the IFEC to the Applicant, contingent upon the covenants and representations contained herein and pending approval by the Michigan State Tax Commission. A copy of the City resolution granting the IFEC is attached hereto as **Exhibit B** and made a part hereof; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. General.

a. Unless earlier revoked as provided for in Section 15 of the Act, being MCL 207.565, or as provided for in this Agreement, the term of the IFEC and the term of this Agreement (collectively, the “Term”) will be for a period of **Twelve (12)** years, beginning on the certificate beginning date stated in the IFEC issued by the Michigan State Tax Commission.

b. The Applicant will complete a Restoration, Replacement or construction of a New Facility or Replacement Facility on the Property (the “Project”), as defined in the Act and as set forth in the Application, no later than **April 1, 2024**.

c. The Applicant shall create, or cause to be created, at least **Thirty-Three (33)** (the “Employee Commitment Number”) full-time employees at the Property within one (1) year of completion of the Project (the “Project Completion Date”).

d. The Applicant will recruit and hire City of Detroit residents in accordance with specified targets as set forth in the City of Detroit Resident Employment Plan (“Employment Plan”) submitted by the Applicant to the City as part of the Application and approved by the City of Detroit Civil Rights, Inclusion and Opportunity Department (“CRIO”). Throughout the Term, the Employment Plan may not be modified without CRIO’s prior written approval, which approval may be granted or withheld in CRIO’s sole discretion. CRIO will monitor the Applicant’s compliance with the Employment Plan on an annual basis throughout the Term. Upon notice from CRIO of a discrepancy between the Applicant’s commitment in the Employment Plan and the actual number of City of Detroit residents employed at the Property, Applicant shall submit a correction plan setting forth the Applicant’s plan to bring the number of City of Detroit residents employed at the Property back up to the specified targets as set forth in the Employment Plan. Applicant’s correction plan must be approved by CRIO. Applicant shall be required to fulfill the terms of such correction plan in the timeline set forth in the correction plan.

e. For purposes of this Agreement, a “full-time employee” is defined as a person: (i) who is employed by the Applicant or its affiliates on a salary, wage, commission, or other basis, for a minimum period of forty (40) hours a week and (ii) from whose compensation the Applicant or its affiliates, including a staffing agency, are required by law to withhold City of Detroit income taxes. Affiliates may include Applicant’s tenant(s) that lease space at the Property.

2. Applicant Representations and Warranties.

In compliance with the Act and in order to induce the City to grant the IFEC to the Applicant, the Applicant represents and warrants that:

a. The Applicant was the owner of the Property, or was leasing the Property and had a signed lease with the Property owner, at the time of Applicant’s submission of the Application and the Applicant is the owner of the Property, or is leasing the Property and has a signed lease with the Property owner, as of the date of this Agreement.

b. At the time the Applicant submitted the Application the Property was, and as of the date of this Agreement the Property is, an “Industrial Property” as defined by the Act.

c. During the Term, no portion of the Property will be used, owned or operated by a casino or affiliated company, as defined in the Act.

d. Applicant would not have considered undertaking the Project without the IFEC.

e. The Project did not start earlier than six (6) months before the Applicant filed the Application.

f. There are no delinquent taxes owed on the Property.

g. The Applicant will pay any applicable taxes on the Property as they become due.

h. The Project and the Applicant's current and planned future operation of the Property are in compliance with the City of Detroit Zoning Ordinance and Master Plan.

3. Community Benefits Requirements.

Pursuant to City of Detroit Ordinance 35-16, also known as the Community Benefits Ordinance (the "Ordinance"), if the Property involves a Tier 2 Development Project (as defined by the Ordinance), then the Applicant will:

a. Partner with the City and, when appropriate, a workforce development agency to promote the hiring, training and employability of Detroit residents, consistent with State and Federal Law.

b. Partner with the Director of the Planning & Development Department to address and mitigate negative impacts that the Tier 2 Development Project may have on the community and local residents. The Applicant will adhere to the mitigation requirements, if any, stated in the attached Addendum 1 – Requirements, which is incorporated herein by reference.

4. Reporting to the City by the Applicant.

Applicant agrees to provide the City with sufficient information, subject to review and audit by the City, in order to determine compliance with this Agreement. At a minimum, the Applicant shall comply with the following covenants during the Term:

a. Upon request, the Applicant shall provide the Planning & Development Department copies of all construction plans, building permits and certificates of occupancy related to the Rehabilitation of the Property.

b. Applicant shall permit the City to perform periodic site visits to the Property by the City to establish whether the Applicant is completing the Rehabilitation to the Property as required by the Act and this Agreement.

c. Annually, within two (2) weeks after each anniversary of the commencement of the Term, Applicant shall submit to the Planning & Development Department a certified status report (“Status Report”) signed by an authorized officer of the Applicant. The Status Report shall set forth for the previous year: (i) the Restoration, Replacement or construction work completed towards a New Facility or Replacement Facility at the Property, (ii) the Applicant’s financial investment in the Property for that year, and (iii) the number of full-time employees at the Property for that year.

5. Revocation of IFEC and Termination of this Agreement.

This Agreement shall automatically terminate if the IFEC terminates pursuant to Section 13 of the Act, being MCL 207.563.

Furthermore, the City may, in its sole discretion and by resolution of Detroit City Council, or at the request that the Michigan State Tax Commission, revoke the IFEC on any of the grounds provided for in Section 15 (2) of the Act, being MCL 207.565, including, but not limited to, a finding by the City that the completion of the Project has not occurred within two (2) years of the effective date of the IFEC, unless further time is authorized by the Commission for good cause per Section 7a of the Act.

6. Payment of Exempted Taxes for Shortfall of Employment.

If, after the first anniversary of the Project Completion Date, the average number of fulltime employees at the Property for any given year is less than the Employee Commitment Number, the Applicant will pay to the City, in addition to the Industrial Facilities Tax due under the IFEC, an amount equal to the difference between the amount of ad valorem tax that would be due on the Property without the IFEC, and the amount of Industrial Facilities Tax due on the Property with the IFEC, for that given year, multiplied by a fraction, the numerator of which is the shortfall in the number of full-time employees indicated in the Status Report, and the denominator of which is the Employee Commitment Number. Prior to taking any action to require the Applicant to pay an amount to the City pursuant to this Section, the City will afford the Applicant an opportunity to present reasons for the employment shortfall at a public hearing.

In the event that the Applicant fails to report in the Status Report the number of full-time employees at the Property for a given year, the number of full-time employees at the Property for purposes of this Section shall be deemed to be zero (0).

7. Notice to City of Discontinuance of Operations.

If during the Term the Applicant intends to discontinue operations at the Property, the Applicant will provide thirty (30) days’ prior written notice of such shutdown of operations to the Director of the Planning & Development Department.

8. Reservation of Remedies.

The City and the Applicant agree that each of the rights and remedies provided by this Agreement may be exercised separately or cumulatively, and shall not be exclusive of any other rights and remedies provided by law. Invalidation of any of the provisions contained in this Agreement by operation of law, judgment, court order or otherwise shall not invalidate any of the other provisions of this Agreement.

9. Transfer.

Neither the IFEC nor this Agreement may be transferred or assigned by the Applicant to a new owner or lessee of the Property unless the City, in its sole discretion, approves such transfer or assignment upon application by the new owner or lessee. For purposes of this section, a transfer of the Property shall include any sale of the Property or any lease that transfers tax liability at the Property.

10. Headings.

The headings contained in this Agreement are for descriptive purposes only, and do not alter or govern the substantive content of the provisions of the Agreement.

11. Capitalized Terms

Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Act.

12. Governing Law; Venue.

This Agreement and all actions arising under it shall be governed by, subject to, and construed according to the law of the State of Michigan. Applicant agrees, consents and submits to the exclusive personal jurisdiction of any state or federal court of competent jurisdiction in Wayne County, Michigan, for any action arising out of this Agreement. Applicant also agrees that it shall not commence any action against the City because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of this Agreement in any state or federal court of competent jurisdiction other than one in Wayne County, Michigan.

13. Amendment.

This Agreement may not be amended or modified except by a written instrument executed by each of the parties hereto.

[Remainder of Page Intentionally Left Blank]

**[SIGNATURE PAGE TO INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE
AGREEMENT]**

IN WITNESS WHEREOF, the City and the Applicant, by and through their authorized officers and representatives, have executed this Agreement as follows:

APPLICANT:

By: 

Print: Mardonn Chua_____

Its: Authorized Signatory_____

**CITY OF DETROIT
PLANNING & DEVELOPMENT DEPT.**

By: _____

Print: _____

Its: _____

THIS AGREEMENT WAS APPROVED BY APPROVED BY LAW DEPARTMENT THE
CITY COUNCIL ON: PURSUANT TO § 7.5-206 OF THE
CHARTER OF THE CITY OF DETROIT

Date

Corporation Counsel Date

**THIS AGREEMENT IS NOT EFFECTIVE OR VALID UNTIL APPRVOED BY
RESOLUTION OF THE CITY COUNCIL, SIGNED BY ALL PARTIES HERETO, AND
AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE IS APPROVED BY THE
MICHIGAN STATE TAX COMMISSION**

ADDENDUM 1

Requirements

EXHIBIT A
Application for Industrial Facilities Exemption Certificate

EXHIBIT B
Detroit City Council Resolution
Granting the Industrial Facilities Exemption Certificate



COLEMAN A. YOUNG MUNICIPAL CENTER
 2 WOODWARD AVENUE, SUITE 1240
 DETROIT, MICHIGAN 48226
 PHONE: 313.224.4950
 FAX: 313.224.3434

Decision Regarding Employment Clearance for Tax Abatement Employment Commitment 5-50 Full-time Employees

Date: September 14, 2022

Tax Abatement Type: PA 198

New ☒ Renewal ☐

Duration of Abatement: 12 years

Development: 1200 Oakman Building B is currently owned and operated as a food distribution center by Focus:Hope. Endless West and Focus:Hope has entered into a purchase agreement. Endless West is a beverage technology startup based in San Francisco. They are expanding manufacturing operations into the Midwest and looking to establish a HQ2 in Detroit.

Parcel/Facility Address: 1200 Oakman Blvd, Building B, Detroit, MI

Applicant/Recipient: Mardonn Chua

Applicant Contact: mardonn@endlesswest.com 415-349-6001

Post-Construction Employment Commitments

If Developer Occupied is selected, the Developer will be responsible for both Developer and Tenant requirements listed below.

Developer Occupied ☒ Tenant Occupied ☐

Total Employment: 33

Developer commits to

- 1) Report to CRIO annually;
 - a. Developer's efforts regarding tenants
 - b. Tenant's compliance with commitments stated below (3)
 - c. Total number of employees at the facility
 - d. Number of employees at the facility who are Detroit residents
- 2) Provide Detroit at Work (DAW) information to any/all tenant(s) for life of abatement
- 3) Work with Commercial Tenant(s) with 5-50 full-time employees to do the following;
 - a. **Use DAW as the company's priority staffing partner** for all openings in Detroit for the life of the local incentive;
 - b. **Develop and implement a DAW Staffing Plan** in partnership with the company's DAW Staffing Consultant to include a regular meeting schedule of at least every 30 days and agreed-upon data-sharing related to program criteria and candidate submissions;
 - c. **Post all Detroit job openings through the DAW website;**
 - d. **Ban the Box:** To the extent possible according to law and job requirements, commits to removing the felony and/or misdemeanor question from the employment application, and agrees to using a background-friendly approach to hiring new employees in Detroit; and,
 - e. **Modify pre-employment screening and testing** so that an applicant who tests positive for a legalized substance in the State of Michigan are not disqualified from the hiring process, to the extent permissible under applicable laws, regulations, and other legal requirements.



COLEMAN A. YOUNG MUNICIPAL CENTER
 2 WOODWARD AVENUE, SUITE 1240
 DETROIT, MICHIGAN 48226
 PHONE: 313.224.4950
 FAX: 313.224.3434

Decision Regarding Employment Clearance for Tax Abatement Employment Commitment 5-50 Full-time Employees

- f. **Commit to one consultation with DAW staffing consultant** on strategies for upskilling of new employees, including offerings in adult basic education, State-provided training funds and incentives, apprenticeship programs development, and post-secondary educational attainment.
 - g. **Commit to attending a New Employer Introduction meeting for Grow Detroit's Young Talent (GDYT)**, Detroit's summer youth employment program, in the first 90 days following approval;
 - h. **Report to Developer annually;**
 - i. Tenant's compliance with requirements
 - ii. The number of individuals employed by Tenant
 - iii. The number of employees who are Detroit residents
- 4) Work with Commercial Tenant(s) who have **less than 5 full-time employees** to do **3-c and 3-h**

The Applicant/Recipient has provided CRIO required information in accordance with specific current and future employment data and commitments as part of a tax abatement agreement with the City of Detroit.

Therefore my signature below grants **Approval** of the above tax abatement application/renewal based upon annual reports to and appraisals by this agency of the recipient's employment measures projected and achieved for the duration of the abatement.

Erica Hill

CRIO Deputy Director Name

DocuSigned by:

 5EBB818BF73A4FB...

CRIO Deputy Director Signature

9/26/2022

Date



DEPARTMENTAL SUBMISSION

DEPARTMENT: [eSCRIBE Department]

FILE NUMBER: Housing and Revitalization-0261

*** 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**

Janice M. Winfrey
City Clerk

City of Detroit
OFFICE OF THE CITY CLERK

Andre P. Gilbert II
Deputy City Clerk


July 20, 2022

To: Katharine G. Trudeau, Deputy Director
Planning and Development Department
Coleman A. Young Municipal Center
2 Woodward Ave. Suite 808
Detroit, MI. 48226

Re: Request for the Establishment of a Commercial Rehabilitation Certificate
Located at 1489 Winder Street, Detroit, Wayne County, Michigan for Butchers
Real Estate, LLC

Please find attached an application for a Request for the Establishment of a
Commercial Rehabilitation Certificate Located at 1489 Winder Street, Detroit,
Wayne County, Michigan for Butchers Real Estate, LLC

Respectfully submitted,


Jaleesa McIntosh,
Jr. Assistant City Council Committee Clerk
Office of the City Clerk

Application for Commercial Rehabilitation Exemption Certificate

Issued under authority of Public Act 210 of 2005, as amended.

| LOCAL GOVERNMENT UNIT USE ONLY | |
|--------------------------------|---------------|
| Application No. | Date Received |
| | |

| STATE USE ONLY | |
|-----------------|---------------|
| Application No. | Date Received |
| | |

Read the instructions page before completing the form. **This application should be filed after the commercial rehabilitation district is established.** The applicant must complete Parts 1, 2 and 3 and file the application form (with required attachments) with the clerk of the local governmental unit (LGU). Attach the legal description of property on a separate sheet. This project will not receive tax benefits until approved by the State Tax Commission (STC). Applications received after October 31 may not be acted upon in the current year. This application is subject to audit by the STC.

PART 1: OWNER / APPLICANT INFORMATION (applicant must complete all fields)

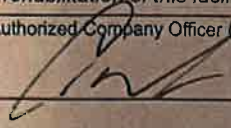
| | | | |
|---|---|---|--------------------------|
| Applicant (Company) Name (applicant must be the owner of the facility) Butchers Real Estate, LLC | | NAICS or SIC Code 53120 | |
| Facility's Street Address 1489 Winder Street | City Detroit | State MI | ZIP Code 48207 |
| Name of City, Township or Village (taxing authority) Detroit | County Wayne | School District Where Facility Is Located Detroit | |
| <input checked="" type="checkbox"/> City <input type="checkbox"/> Township <input type="checkbox"/> Village | Planned Date of Rehabilitation Completion (mm/dd/yyyy) 01/31/2023 | | |
| Date of Rehabilitation Commencement (mm/dd/yyyy) 07/01/2022 | Number of Years Exemption Requested (1-10) 10 | | |
| Estimated Cost of Rehabilitation \$1,763,920 | | | |
| Expected Project Outcomes (check all that apply) | | | |
| <input checked="" type="checkbox"/> Increase Commercial Activity | <input type="checkbox"/> Retain Employment | <input checked="" type="checkbox"/> Revitalize Urban Areas | |
| <input checked="" type="checkbox"/> Create Employment | <input type="checkbox"/> Prevent Loss of Employment | <input type="checkbox"/> Increase Number of Residents in Facility's Community | |
| No. of jobs to be created due to facility's rehabilitation 8 | No. of jobs to be retained due to facility's rehabilitation 0 | No. of construction jobs to be created during rehabilitation 16 | |

PART 2: APPLICATION DOCUMENTS

Prepare and attach the following items:

- | | |
|--|---|
| <input checked="" type="checkbox"/> General description of the facility (year built, original use, most recent use, number of stories, square footage) | <input checked="" type="checkbox"/> Statement of the economic advantages expected from the exemption |
| <input checked="" type="checkbox"/> Description of the qualified facility's proposed use | <input checked="" type="checkbox"/> Legal description |
| <input checked="" type="checkbox"/> Description of the general nature and extent of the rehabilitation to be undertaken | <input type="checkbox"/> Description of the "underserved area" (Qualified Retail Food Establishments only) |
| <input checked="" type="checkbox"/> Descriptive list of the fixed building equipment that will be a part of the qualified facility | <input type="checkbox"/> Commercial Rehabilitation Exemption Certificate for Qualified Retail Food Establishments (Form 4753) (Qualified Retail Food Establishments only) |
| <input checked="" type="checkbox"/> Time schedule for undertaking and completing the facility's rehabilitation | |

PART 3: APPLICANT CERTIFICATION

| | | | |
|--|---|-------------------------|--------------------------|
| Name of Authorized Company Officer (no authorized agents) Charles K. Nolten | Telephone Number (313) 333-3033 | | |
| Fax Number N/A | E-mail Address cknolten@aol.com | | |
| Street Address 2638 onleam | City Detroit | State MI | ZIP Code 48174 |
| I certify that, to the best of my knowledge, the information contained herein and in the attachments is truly descriptive of the property for which this application is being submitted. Further, I am familiar with the provisions of Public Act 210 of 2005, as amended, and to the best of my knowledge the company has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local governmental unit and the issuance of a Commercial Rehabilitation Exemption Certificate by the State Tax Commission. | | | |
| I further certify that this rehabilitation program, when completed, will constitute a rehabilitated facility, as defined by Public Act 210 of 2005, as amended, and that the rehabilitation of this facility would not have been undertaken without my receipt of the exemption certificate. | | | |
| Signature of Authorized Company Officer (no authorized agents)  | Title Member / President | Date 6/8/2022 | |

June 8, 2022

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

RE: Request for the Establishment of a Commercial Rehabilitation Certificate Located at 1489 Winder Street, Detroit, Wayne County, Michigan for Butchers Real Estate, LLC

Honorable City Council:

Please accept this letter as a request to establish a Commercial Rehabilitation Certificate (CRC) under Public Act 210, as amended for the property located at 1489 Winder Street, Detroit, Wayne County, Michigan (the "Property"), further described in Attachment A.

Company and Project Synopsis

Butchers Real Estate, LLC (the "Developer") is led by Charles Nolen; an entrepreneur and owner of Detroit staples: Hygrade Deli and Cutters Bar and Grill. Mr. Nolen is also the President of the Michigan Black Bar Owners association and chair of the Metro-Detroit Black Business Alliance. With a background in the auto industry, when he felt the economic decline in the sector, Mr. Nolen transitioned to pursue his dream of becoming an entrepreneur. Mr. Nolen purchased Cutters over a decade ago and today, the successful restaurant draws celebrity foodies from across the Nation. Mr. Nolan has undertaken previous and current existing building rehabilitation in both Detroit and Inkster.

The proposed project is for a single parcel totaling approximately 0.03 acres at 1489 Winder Street and is bounded by the property line to the north and west, Riopelle Street to the east, and Winder Street to the south. The property is located in the Eastern Market Neighborhood of Detroit with a bus stop and the Dequindre Cut Greenway located a short three and four minute walk away, respectively. The property is occupied by a dilapidated two-story commercial building totaling approximately 2,600 square feet including the basement level. The building is currently vacant and has been for approximately 4 years.

The project entails the rehabilitation of the current building into a cigar bar and lounge featuring luxurious and timeless finishes. As part of the rehabilitation, the building will receive new utilities including electrical and plumbing, new energy efficient heating, cooling and ventilation systems, new energy efficient windows and doors, repairs to the building structure as needed. The structure will also be brought up to code per ADA and Fire requirements.

Acquisition Timeline

The Property was acquired by Butchers Real Estate, LLC in approximately 2012.

Necessity for Tax Relief

Substantial investment is necessary to rehabilitate the existing building into a viable, long-term development. The rehabilitation project would not be possible without the receipt of a Commercial Rehabilitation Tax Abatement.

In order to secure financing and future tenants for the development, the operating costs of the proposed project must be kept as low as possible (including property taxes).

Job Creation and Investment

On a short-term basis, approximately 16 temporary construction jobs will be created during the rehabilitation activities. On a long-term basis, the proposed redevelopment associated with the project will create an approximately 8 Full Time Equivalent (FTE) jobs. Butchers Real Estate, LLC is experienced in employing Detroit residents and contractors on their projects and will utilize the Skilled Trades Task Force, as able, and Detroit at Work to ensure Detroit-based contractors and workers benefit from the redevelopment. Total hard cost investment is estimated to be \$800,000 and total project investment is estimated to be \$1.76 million.

PA 210 Request

This application documents the request for the establishment of a Commercial Rehabilitation Certificate. A 10-year abatement is being requested.

The proposed project is considered a "Qualified Facility" as defined by Public Act 210, as amended because it is a building or group of contiguous buildings of commercial property that is 15 years old or older and vacant property which, within the immediately preceding 15 years, was commercial property as defined in Section 2, subdivision (a).

Economic Advantages of the Rehabilitation

The granting of the Certificate will not result in any fewer taxes to the City in the short-term or long-term. In the short-term during construction and upon successful redevelopment, the project will generate increased income taxes and foot traffic, aid in the retention of skilled, local talent, and fill a need for high-end leisure spaces. The proposed redevelopment will encourage continued redevelopment and improvements in the surrounding area.

On a long-term basis, following expiration of the 10-year abatement the building will deliver a significant increase in tax revenue.

All taxes associated with the property are current as of the submission of this request.

***Request for Establishment of a Commercial Rehabilitation Certificate at
1489 Winder Street, Detroit, Wayne County, Michigan
for Butchers Real Estate, LLC***

Closing

Butchers Real Estate, LLC values the history and spirit that makes up Detroit. Mr. Nolen is dedicated to reviving the City through his ongoing restaurant operations and by redeveloping 1489 Winder Street. Mr. Nolan is looking forward to pursuing this redevelopment and continuing investing in Detroit.

Respectfully submitted,

Chuck Nolen
Butchers Real Estate, LLC
cknolen@aol.com
(313) 333-3033

Submitted with Assistance from:
Elizabeth Masserang
PM Environmental, Inc.
masserang@pmenv.com
(248) 414-1441

Attachments:

Attachment A: Detailed Project Description
Attachment B: Parcel Map
Attachment C: Paid Receipt of Current Taxes
Attachment D: Support Letters

cc: C. Frazier, DEGC

Attachment A: Detailed Project Description

General Description

The proposed Commercial Rehabilitation Certificate (CRC) project is bounded by the property line to the north and west, Riopelle Street Name to the east, and Winder Street to the south. The Property consists of one (1) parcel, totaling approximately 0.03 acres. Currently the parcel is developed with a two-story commercial building totaling approximately 2,600 square feet including the basement level. Historically, the property was utilized as a pub and small hotel for farmers traveling to the Detroit market when constructed in the 1870s. The building was then utilized as a brothel in the early 1900s. The building was later known as “Butchers Inn” and “Butchers”, operating as a restaurant from at least 2001 until 2006. The building has been vacant for approximately four years and is in disrepair. The building is in poor condition, due to the lack of maintenance, and lacks modern electrical, mechanical, plumbing, HVAC, and plumbing systems.



The Property is located in the Eastern Market Neighborhood which became an important hub for the wholesale food industry after World War II. The six-block public market is the largest historic public market district in the United States. The Neighborhood's development is supported by the Eastern Market Neighborhood Framework & Stormwater Management Network Plan. Goals from this planning document include 1) keeping the authenticity and function of Eastern Market, 2) increase jobs for Detroiters, and 3) improving the quality of life for residents. These goals will be met following the redevelopment of 1489 Winder as a successful cigar bar dedicated to hiring from the local labor pool.



Description of Proposed Use

The proposed redevelopment will gut, renovate, and modernize the existing structure while maintaining a timeless aesthetic.

Spurring off additional redevelopment successes in Eastern Market, this renovation will create a placemaking opportunity in an important Detroit Neighborhood just north of Downtown. The property will include new energy efficient windows and the interior floor plans will be re-arranged to create an elegant bar and lounge. Redevelopment will also increase foot traffic.

Nature and Extent of the Rehabilitation

The building has sustained significant deferred maintenance and has a lack in functional use currently. Redevelopment will require extensive repairs, major renovations, and improvements.

Selective demolition of the interior layout will occur along with electrical, plumbing, and mechanical/HVAC upgrades and replacement to improve the current conditions and meet modern demands while providing increased efficiency. A complete overhaul and re-installation is anticipated for the restrooms to become ADA compliant. Replacement of the windows to a modern energy efficient system will also take place.

Butchers Real Estate, LLC intends to apply for a 10-year real property tax abatement under the provisions of a PA 210 Commercial Rehabilitation tax abatement. The remaining sources of funds for the project are through Owner Equity and Permanent Financing. Hard cost investment is estimated to be \$800,000 and total investment is estimated to be \$1.76 million, including land.

Descriptive List of the Fixed Building Equipment

Renovations, new fixed building equipment and materials for the project include;

- Masonry; restoration activities associated with the existing building
- Carpentry; including framing, kitchen cabinetry, vanities, trim work
- Thermal and Moisture Protection; roofing system, caulking and sealing, waterproofing
- Doors and Windows; curtain wall and exterior doors, interior doors/frames/hardware
- Mechanical; plumbing and HVAC
- Electrical; electrical work, security system, and communications
- Fire alarm/suppression system
- Finishes; drywall and steel studs/insulation, hard tile, hardwood/LVT flooring, painting
- Tenant Build Out

Time Schedule

Renovation activities are anticipated to commence in the spring/summer of 2022. Construction is anticipated to last 4 to 6 months.

Statement of Economic Advantages

The proposed development will bring much needed occupied commercial space to Eastern Market.

The granting of the tax abatement will not result in any fewer taxes to the City in the short-term or long-term. All Detroit taxes are current as of the date of this submittal. Upon successful redevelopment, the project will generate increased property and income taxes.

On a short-term basis approximately 16 construction jobs will be created. On a long-term basis, the proposed development will create approximately 8 FTE jobs directly by the developer. While remaining compliant with policies and laws, Detroit-based hiring will be encouraged, both permanent and temporary. During the construction phase, the contractors have been advised by the development team that priority must be to hire residents of the City of Detroit. The developer will also utilize the Skilled Trades Taskforce as available to and Detroit at Work.

The increase in permanent jobs will increase Detroit collected income tax at a 1.2% rate for non-residents and 2.4% rate for residents. The table below estimates the income tax benefits from the project, based on the median household income within the project's census tract and estimated average wage of the FTE jobs created.

Additionally, other indirect benefits such as spin off spending in the City that will contribute to the economic benefits produced by this investment. The development will further help meet the demand for niche leisure spaces. The proposed development will bring needed investment into an area characterized by vacant buildings and disinvestment. The development will increase density. Activation of this property will spur further growth and act as a catalyst for future redevelopment of numerous vacant and blighted properties along the Gratiot corridor and the surrounding neighborhoods.

Following expiration of the 10-year abatement the building will deliver a significant increase in tax revenue. Over time, the successful redevelopment and cultural growth will have a catalyst effect within this neighborhood.

Legal Descriptions

Parcel Number: 07000823.002

Address: 1489 Winder Street, Detroit, Michigan

Acres: 0.03

Legal Description: N WINDER THAT PT OF 18 PLAT OF PT RIOPELLE FARM L45 P101 DEEDS, W.C.R. DESC AS BEG AT A PT ON S E COR OF SD LOT 18, TH W'LY ALG N'LY LINE OF WINDER AVE, 50 FT WD, 25.13 FT; THE N'LY 52.48 FT; TH E'LY 25.08 FT; TH S'LY 52.55 FT TO P O B 7/74 25.13 IRREG

Attachment B: Parcel Map

1489 Winder Street

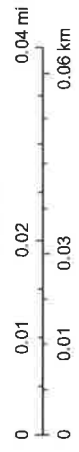


May 2, 2022

Condominiums

Parcel Boundaries

1:1,128



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, Geobase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

Attachment C: Paid Receipt of Current Taxes

1489 WINDER 48207 (Property Address)

Parcel Number: 07000823.002



Item 1 of 5

4 Images / 1 Sketch

Property Owner: BUTCHERS REAL ESTATE, LLC**Summary Information**

- > Commercial/Industrial Building Summary
 - Yr Built: 1929
 - # of Buildings: 2
 - Total Sq.Ft.: 2,600
- > Property Tax information found
- > Assessed Value: \$66,100 | Taxable Value: \$55,988

Owner and Taxpayer Information**Owner**

BUTCHERS REAL ESTATE, Taxpayer
LLC
1489 WINDER
DETROIT, MI 48207

SEE OWNER
INFORMATION

Amount Due

Current Taxes:

\$0.00**Legal Description**

N WINDER THAT PT OF 18 PLAT OF PT RIOPELLE FARM L45 P101 DEEDS, W.C.R. DESC AS BEG AT A PT ON S E COR OF SD LOT 18, TH W'LY ALG N'LY LINE OF WINDER AVE, 50 FT WD, 25.13 FT; TH N'LY 52.48 FT; TH E'LY 25.08 FT; TH S'LY 52.55 FT TO P O B 7/74 25.13 IRREG

Other Information**Recalculate amounts using a different Payment Date**

You can change your anticipated payment date in order to recalculate amounts due as of the specified date for this property.

Enter a Payment Date

5/10/2022

Recalculate

Tax History

****Note:** On March 1 at 12:00 AM, Summer and Winter local taxes become ineligible for payment at the local unit.

| Year | Season | Total Amount | Total Paid | Last Paid | Total Due | |
|---|--------------------|---------------------|--------------------|-------------|-----------|-----------------------|
| 2021 | Winter | \$535.75 | \$0.00 | | \$535.75 | ** Read Note(s) Above |
| General Information for 2021 Winter Taxes | | | | | | |
| School District | 82010 | PRE/MBT | 0.0000% | | | |
| Taxable Value | \$54,200 | S.E.V. | \$54,200 | | | |
| Property Class | 201 - 201-COMME | Assessed Value | \$54,200 | | | |
| Tax Bill Number | 016828 | Last Receipt Number | No Data to Display | | | |
| Last Payment Date | No Data to Display | Number of Payments | 0 | | | |
| Base Tax | \$507.83 | Base Paid | \$0.00 | | | |
| Admin Fees | \$5.07 | Admin Fees Paid | \$0.00 | | | |
| Interest Fees | \$22.85 | Interest Fees Paid | \$0.00 | | | |
| Total Tax & Fees | \$535.75 | Total Paid | \$0.00 | | | |
| Renaissance Zone | Not Available | Mortgage Code | Not Available | | | |
| Tax Bill Breakdown for 2021 Winter | | | | | | |
| Taxing Authority | | Millage Rate | Amount | Amount Paid | | |

| Taxing Authority | Millage Rate | Amount | Amount Paid |
|------------------|-----------------|-----------------|---------------|
| WAYNE COUNTY | 0.987300 | \$53.51 | \$0.00 |
| W C JAILS | 0.935800 | \$50.72 | \$0.00 |
| W C PARKS | 0.245300 | \$13.29 | \$0.00 |
| W C HCMA | 0.208900 | \$11.32 | \$0.00 |
| W C RESA | 0.096200 | \$5.21 | \$0.00 |
| W C RESA SP ED | 3.359600 | \$182.09 | \$0.00 |
| W C COMM COLLEGE | 3.237800 | \$175.48 | \$0.00 |
| W C ZOO | 0.099700 | \$5.40 | \$0.00 |
| W C DIA | 0.199500 | \$10.81 | \$0.00 |
| Admin Fees | | \$5.07 | \$0.00 |
| Interest Fees | | \$22.85 | \$0.00 |
| | 9.370100 | \$535.75 | \$0.00 |

[Click here for a printer friendly version of Winter 2021 Tax information](#)

2021 Summer \$4,832.29 \$0.00 **\$4,832.29 ** Read Note(s) Above**

Installment Information for 2021 Summer

| | Amount |
|----------------|------------|
| First Payment | \$2,159.51 |
| Second Payment | \$2,159.51 |

General Information for 2021 Summer Taxes

| | | | |
|-------------------|--------------------|---------------------|--------------------|
| School District | 82010 | PRE/MBT | 0.0000% |
| Taxable Value | \$54,200 | S.E.V. | \$54,200 |
| Property Class | 201 - 201-COMME | Assessed Value | \$54,200 |
| Tax Bill Number | 019380 | Last Receipt Number | No Data to Display |
| Last Payment Date | No Data to Display | Number of Payments | 0 |
| Base Tax | \$4,277.25 | Base Paid | \$0.00 |
| Admin Fees | \$41.77 | Admin Fees Paid | \$0.00 |
| Interest Fees | \$513.27 | Interest Fees Paid | \$0.00 |
| Total Tax & Fees | \$4,832.29 | Total Paid | \$0.00 |
| Renaissance Zone | Not Available | Mortgage Code | Not Available |

Tax Bill Breakdown for 2021 Summer

| Taxing Authority | Millage Rate | Amount | Amount Paid |
|------------------|------------------|-------------------|---------------|
| STATE EDUCATION | 6.000000 | \$325.20 | \$0.00 |
| GENERAL CITY | 19.952000 | \$1,081.39 | \$0.00 |
| DEBT SERVICE | 9.000000 | \$487.80 | \$0.00 |
| LIBRARY | 4.630700 | \$250.98 | \$0.00 |
| SCHOOL DEBT | 13.000000 | \$704.60 | \$0.00 |
| SCHOOL OPERATING | 16.857900 | \$913.69 | \$0.00 |
| W COUNTY TAX | 5.634700 | \$305.40 | \$0.00 |
| WC RESA ENH | 1.996200 | \$108.19 | \$0.00 |
| INSPECTION FEE | 0.000000 | \$100.00 | \$0.00 |
| Admin Fees | | \$41.77 | \$0.00 |
| Interest Fees | | \$513.27 | \$0.00 |
| | 77.071500 | \$4,832.29 | \$0.00 |

[Click here for a printer friendly version of Summer 2021 Tax information](#)

| | | | | | |
|------|--------|------------|--------|-------------------|------------------------------|
| 2020 | Winter | \$532.87 | \$0.00 | \$532.87 | ** Read Note(s) Above |
| 2020 | Summer | \$4,867.94 | \$0.00 | \$4,867.94 | ** Read Note(s) Above |

****Disclaimer:** BS&A Software provides BS&A Online as a way for municipalities to display information online and is not responsible for the content or accuracy of the data herein. This data is provided for reference only and WITHOUT WARRANTY of any kind, expressed or inferred. Please contact your local municipality if you believe there are errors in the data.

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Attachment D: Support Letters

SAAD Wholesale Meats LLC

April 22, 2022

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

Dear City Council Members:

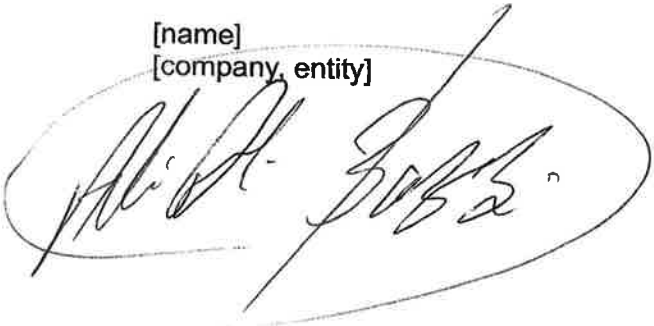
We would like to express support of Butchers Real Estate, LLC, proposed rehabilitation of 1489 Winder Street located here in Eastern Market. The redevelopment will support small local business and entrepreneurship in the neighborhood and contribute to increasing foot traffic and spending in the immediately surrounding area.

As a result of the project, the entire City will benefit as the local economy and quality of life improves with new businesses and a healthier environment.

SAAD Wholesale appreciates the Council's efforts to assist in the redevelopment and reuse of brownfield and obsolete properties and looks forward to the continuation Detroit's economic growth.

Sincerely,

[name]
[company, entity]

A handwritten signature in black ink, appearing to read "Ali H. Jibzi", is enclosed within a large, hand-drawn oval. The signature is fluid and cursive.

April 22, 2022

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

Dear City Council Members:

We would like to express support of Butchers Real Estate, LLC, proposed rehabilitation of 1489 Winder Street located here in Eastern Market. The redevelopment will support small local business and entrepreneurship in the neighborhood and contribute to increasing foot traffic and spending in the immediately surrounding area.

As a result of the project, the entire City will benefit as the local economy and quality of life improves with new businesses and a healthier environment.

Detroit Wholesale appreciates the Council's efforts to assist in the redevelopment and reuse of brownfield and obsolete properties and looks forward to the continuation Detroit's economic growth.

Sincerely,



[name]

[company, entity]

Detroit Wholesale Produce

Kap's Retail, LLC.

April 22, 2022

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

Dear City Council Members:

We would like to express support of Butchers Real Estate, LLC, proposed rehabilitation of 1489 Winder Street located here in Eastern Market. The redevelopment will support small local business and entrepreneurship in the neighborhood and contribute to increasing foot traffic and spending in the immediately surrounding area.

As a result of the project, the entire City will benefit as the local economy and quality of life improves with new businesses and a healthier environment.

Kap's Retail, LLC appreciates the Council's efforts to assist in the redevelopment and reuse of brownfield and obsolete properties and looks forward to the continuation Detroit's economic growth.

Sincerely,

Wanda Parker

[name]

[company, entity]



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

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVE., SUITE 824
DETROIT, MI 48226
PHONE: 313•224•3011
FAX: 313•224•9400

August 23, 2022

Katharine G. Trudeau, Deputy Director
Planning & Development Department
Coleman A. Young Municipal Center
2 Woodward Ave, Suite 808
Detroit, MI 48226

RE: Commercial Rehabilitation Certificate – **Butchers Real Estate LLC**
Property Address: **1489 Winder**
Parcel Number: 07000823.002

Dear Ms. Trudeau:

The Office of the Chief Financial Officer, Office of the Assessor, has reviewed the Commercial Rehabilitation certificate application for the properties located at **1489 Winder** in the **Eastern Market** area in the City of Detroit.

The rationale for issuing Commercial Rehabilitation certificates under PA 210 of 2005, as amended, is based on the anticipation of increased market value upon completion of new construction and /or significant rehabilitation of existing commercial property and commercial housing property. Normal repair and maintenance are not assessed and do not necessarily generate additional market value.

The property consists of a vacant 2-story former retail structure, built in 1929 with 2,600 sq.ft. The developer plans to convert the property into a cigar bar and lounge, requiring the rehabilitation and replacement of HVAC, plumbing, and electrical systems, window and door replacement, and structural repairs. The development is expected to increase commercial activity in the area, prevent loss of employment, revitalize the urban area and increase the number of residents in the city.

The 2022 values are as follows:

| Parcel # | Address | Building Assessed Value (SEV) | Building Taxable Value | Land Assessed Value (SEV) | Land Taxable Value |
|--------------|-------------|-------------------------------|------------------------|---------------------------|--------------------|
| 07000823.002 | 1489 Winder | \$ 58,200 | \$ 49,297 | \$ 7,900 | \$ 6,691 |

This property meets the criteria set forth under PA 210 of 2005, as amended. It applies to a building or a group of contiguous buildings, a portion of a building or group of contiguous buildings previously used for commercial or industrial purposes, obsolete industrial property, and vacant property which, within the immediately preceding 15 years, was operating as a commercial business enterprise.

A review of the general plans, along with the criteria set forth under the Commercial Rehabilitation Act, indicated that the proposed project located at **1489 Winder** is eligible as it pertains to the Commercial Rehabilitation certificate criteria under P.A. 210 of 2005, as amended.

Sincerely,

Charles Ericson, MMAO
Assessor



Commercial Rehabilitation Certificate
Butchers Real Estate
Page 2

Property Owner: BUTCHERS REAL ESTATE LLC

Property Address: 1489 WINDER

Parcel Number: 07000823.002

Legal Description: N WINDER THAT PT OF 18 PLAT OF PT RIOPELLE FARM L45 P101 DEEDS, W.C.R. DESC AS BEG AT A PT ON S E COR OF SD LOT 18, TH W'LY ALG N'LY LINE OF WINDER AVE, 50 FT WD, 25.13 FT; TH N'LY 52.48 FT; TH E'LY 25.08 FT; TH S'LY 52.55 FT TO P O B 7/74 25.13 IRREG





TO: Justus Cook, Housing and Revitalization
FROM: Shelby Holmes, Planning and Development
RE: Master Plan Interpretation for **Commercial Rehabilitation District** (PA 210) for a 1489 Winder St Detroit, MI 48207 (Associated to Petition # 2022-244)
DATE: August 9, 2022
CC: Katharine Trudeau, Deputy Director, Planning and Development
Kevin Schronce, PDD Central, Planning and Development
Karen Gage, PDD Zoning, Planning and Development
Garrick Landsberg, PDD Historic, Planning and Development

In order to ensure that the issuance and transfer of a certificate for a Commercial Rehabilitation District is consistent with the City's Master Plan of Policies and will have the reasonable likelihood to increase commercial activity; create, retain or prevent a loss of employment; revitalize an urban area; or increase the number of residents in a community, pursuant to State of Michigan, Public Act 210 of 2005 (section 207.853), the Planning and Development Department's Planning Division submits the following interpretation. The Petitioner is Butchers Real Estate, LLC.

Location and Project Proposal: 1489 Winder St. Detroit, MI 48207. The proposed project is a rehabilitation of vacant commercial two-story, approximately 2,600 square foot building into a cigar bar and lounge.

Current Master Plan (MP) & Zoning: MP Classification – Distribution / Port Industrial (IDP).
Zoning – General Services District (B6)
This project is located in a local historic district

Master Plan Interpretation

The subject site area is designated Distribution / Port Industrial (IDP). Distribution / Port Industrial areas should generally consist of areas for uses concerned with the handling, storage, and movement of goods and materials. Goods distribution areas require access to freeways, rails, water (i.e. wharves, docks and piers) on major thoroughfares. Typical uses are transportation terminals, wholesale and warehouse facilities, maintenance and service use, goods packing, and processing use, and supporting office and service use.

The following policies of the Middle East Central neighborhood describe the following recommendations:

- GOAL 4: Increase the vitality of neighborhood commercial areas
- Policy 4.1: In conjunction with residential redevelopment, develop neighborhood commercial nodes along Chene, with a compatible mix of locally serving, small-scale businesses and medium density residential uses.

The proposed development does not conform to the Future General Land Use characteristics of the area, but the proposed use does not significantly change the character of the area. A zoning update/Master Plan Amendment is anticipated in September 2022 for this area.

COMMERCIAL REHABILITATION EXEMPTION CERTIFICATE AGREEMENT

THIS COMMERCIAL REHABILITATION EXEMPTION CERTIFICATE AGREEMENT (this "Agreement") is made this 9th day of September, 2022 by and between the City of Detroit, a Michigan municipal corporation ("City"), acting by and through its Planning & Development Department, with an office at 2 Woodward Avenue, Suite 808, Detroit, Michigan 48226 and Butchers Real Estate, LLC ("Applicant") with an office at 1489 Winder Street Detroit, MI 48707.

WITNESSETH:

WHEREAS, Public Act 210 of 2005 as amended, also known as the Commercial Rehabilitation Act ("Act"), (1) provides for the establishment of commercial rehabilitation districts by local governmental units, (2) provides for the abatement or exemption from certain taxes for qualified facility owners, and (3) allows local governmental units to levy and collect a specific tax from the owners of certain qualified facilities, among other provisions; and

WHEREAS, the Applicant has submitted an Application for Commercial Rehabilitation Exemption Certificate ("Application") for the property located at: 1489 Winder Street Detroit, MI 48707 ("Property"). A copy of the Application is attached hereto as Exhibit A and made a part hereof; and

WHEREAS, the City has previously approved a commercial rehabilitation district pursuant to the Act and the Property is located in such district; and

WHEREAS, the Applicant has committed to complete a Rehabilitation of the Property, as defined in the Act, and to hire or retain a certain amount of full-time employees at the Property during the Term (as defined below); and

WHEREAS, the City has approved the Application by adopting a resolution granting the Commercial Rehabilitation Exemption Certificate ("CREC"), contingent upon the covenants and representations contained herein and pending approval by the Michigan State Tax Commission. A copy of the City resolution granting the CREC is attached hereto as Exhibit B and made a part hereof; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. General.

a. Unless earlier revoked as provided for in Section 12 of the Act, being MCL 207.852, or as provided for in this Agreement, the CREC term and the term of this Agreement (collectively, the "Term") will be for a period of Ten (10) years, beginning on the certificate beginning date stated in the CREC issued by the Michigan State Tax Commission.

b. The Applicant will complete the Rehabilitation of the Property (the "Project"), as defined in the Act and as set forth in the Application, no later than January 31, 2023.

c. The Applicant shall create, or cause to be created, at least Eight (8) (the "Employee Commitment Number") full-time employees at the Property within one (1) year of the effective date of this Agreement.

d. The Applicant will recruit and hire City of Detroit residents in accordance with specified targets as set forth in the City of Detroit Resident Employment Plan ("Employment Plan") submitted by the Applicant to the City as part of the Application and approved by the City of Detroit Civil Rights, Inclusion and Opportunity Department ("CRIO"). Throughout the Term, the Employment Plan may not be modified without CRIO's prior written approval, which approval may be granted or withheld in CRIO's sole discretion. CRIO will monitor the Applicant's compliance with the Employment Plan on an annual basis throughout the Term. Upon notice from CRIO of a discrepancy between the Applicant's commitment in the Employment Plan and the actual number of City of Detroit residents employed at the Property, Applicant shall submit a correction plan setting forth the Applicant's plan to bring the number of City of Detroit residents employed at the Property back up to the specified targets as set forth in the Employment Plan. Applicant's correction plan must be approved by CRIO. Applicant shall be required to fulfill the terms of such correction plan in the timeline set forth in the correction plan.

e. For purposes of this Agreement, a "full-time employee" is defined as a person: (i) who is employed by the Applicant or its affiliates on a salary, wage, commission, or other basis, for a minimum period of forty (40) hours a week and (ii) from whose compensation the Applicant or its affiliates, including a staffing agency, are required by law to withhold City of Detroit income taxes. Affiliates may include Applicant's tenant(s) that lease space at the Property.

2. Applicant Representations and Warranties.

In compliance with the Act and in order to induce the City to grant a CREC to the Applicant, the Applicant represents and warrants that:

a. The Applicant was the owner of the Property at the time of Applicant's submission of the Application and is the owner of the Property as of the date of this Agreement.

b. The Property is a "Qualified Facility" as defined under the Act.

c. During the Term, no portion of the Property will be used as a professional sports stadium.

d. During the Term, no portion of the Property will be used, owned or operated by a casino or affiliated company as defined in the Act.

e. Applicant would not have considered undertaking the Project without a CREC.

- f. The Project did not start earlier than six (6) months before the Applicant filed the Application.
- g. There are no delinquent taxes owed on the Property.
- h. The Applicant will pay any applicable taxes on the Property as they become due.
- i. The Project and the Applicant's current and planned future operation of the Property are in compliance with the City of Detroit Zoning Ordinance and Master Plan.
- j. If the Project will include the provision of housing at the Property, the Applicant agrees: (i) to comply with Fair Housing Practices that meet the guidelines set forth by the U.S. Fair Housing Act (42 U.S.C. 3601 through 3619); and (ii) to comply with the Affordability Requirements set forth on Addendum 2, attached hereto.

3. Community Benefits Requirements.

Pursuant to City of Detroit Ordinance 35-16 (the "Ordinance"), also known as the Community Benefits Ordinance, if the Property involves a Tier 2 Development Project (as defined by the Ordinance), then the Applicant will:

- a. Partner with the City, and, when appropriate, a workforce development agency to promote the hiring, training and employability of Detroit residents consistent with State and Federal Law.
- b. Partner with the Director of the Planning & Development Department to address and mitigate negative impacts that the Tier 2 Development Project may have on the community and local residents. The Applicant will adhere to the mitigation requirements, if any, stated in the attached Addendum 1 – Requirements, which is incorporated herein by reference.

4. Reporting to the City by the Applicant.

Applicant agrees to provide the City with sufficient information, subject to review and audit by the City, in order to determine compliance with this Agreement. At a minimum, the Applicant shall comply with the following covenants during the Term:

- a. Upon request, the Applicant shall provide the Planning & Development Department copies of all construction plans, building permits and certificates of occupancy related to the Rehabilitation of the Property.
- b. Applicant shall permit the City to perform periodic site visits to the Property by the City to establish whether the Applicant is completing the Rehabilitation to the Property as required by the Act and this Agreement.
- c. Annually, within two (2) weeks after each anniversary of the commencement of the Term, Applicant shall submit to the Planning & Development Department a certified status report ("Status Report") signed by an authorized officer of the Applicant. The Status Report shall set forth

for the previous year: (i) the Rehabilitation work completed at the Property and the Applicant's financial investment in the Property for that year and (ii) the number of full-time employees at the Property for that year.

d. Annually, within two (2) weeks after each anniversary of the commencement of the Term, the Applicant shall submit to CRIO the Annual Employment Report for Tax Abatements (the "Status Report"), including copies of proofs of residency that have been accepted by CRIO.

e. Applicant shall use and participate in the City of Detroit's central affordable housing portal (the "Housing Portal") to advertise available rental units at the Property, so long as the Housing Portal exists. Applicants shall work with City staff to create a property listing for the Property within the Housing Portal and shall coordinate marketing efforts for available units at the Property with the City. Applicant shall review its listing on the Housing Portal and shall make updates to any listings, if necessary, on at least an annual basis. When the Property has immediate vacancies and the Applicant has exhausted its waitlist (if any) for the Property, Applicant shall use the Housing Portal to market those vacancies. Applicant shall update its listing within the Housing Portal when Applicants waitlists (if any) for the Property opens or closes. Applicant shall provide the City with such information as the City may reasonably request to maintain accurate information about the Property on the Housing Portal. Communications to the City regarding the property listing for the Property, vacancies, waitlist openings, or other information required to be provided pursuant to this Section 4.e may be sent to detroithomeconnect@detroitmi.gov.

5. Revocation of CREC and Termination of this Agreement.

The City may, in its sole discretion and by resolution of Detroit City Council, revoke the CREC if the City finds that: (a) the completion of Rehabilitation of the Property has not occurred in the time or manner authorized by this Agreement; or (b) that the Applicant has not proceeded in good faith with the Rehabilitation of the Property in a manner consistent with the purposes of the Act, taking into account any circumstances that are beyond the control of the Applicant.

As used in this Section 5, "good faith" includes, but is not limited to, the following: (i) Applicant is actively working with an agency or City Department to hire and ascertain methods of recruiting and employing Detroit residents at the Property, and (ii) Applicant is actively working with the Detroit Economic Growth Corporation, the City's Planning & Development Department, and CRIO to ascertain methods of obtaining resources to improve Applicant's business in a manner that will allow for compliance with this Agreement.

6. Payment of Exempted Taxes for Shortfall of Employment.

If the average number of full-time employees at the Property for any given year of the Term is less than the Employee Commitment Number, the Applicant agrees to pay to the City, in addition to the Commercial Rehabilitation Tax due under the CREC, an amount equal to the difference between the amount of ad valorem tax that would be due on the Property without the CREC, and the amount of Commercial Rehabilitation Tax due on the Property under the CREC, for that given year, multiplied by a fraction, the numerator of which is the shortfall in the number of full-time employees indicated in the Status Report, and the denominator of which is the Employee Commitment Number. Prior to taking any action to require the Applicant to pay an amount to the City pursuant to this

Section, the City must afford the Applicant an opportunity to present reasons for the employment shortfall at a public hearing.

In the event that the Applicant fails to report in the Status Report the number of full-time employees at the Property for a given year of the Term, the number of full-time employees at the Property for purposes of this Section shall be deemed to be zero (0).

7. Notice to City of Discontinuance of Operations.

If during the Term the Applicant intends to discontinue operations at the Property, the Applicant will provide thirty (30) days' prior written notice of such shutdown of operations to the Director of the Planning & Development Department.

8. Reservation of Remedies.

The City and the Applicant agree that each of the rights and remedies provided by this Agreement may be exercised separately or cumulatively, and shall not be exclusive of any other rights and remedies provided by law. Invalidation of any of the provisions contained in this Agreement by operation of law, judgment, court order or otherwise shall not invalidate any of the other provisions of this Agreement.

9. Transfer.

Neither the CREC nor this Agreement may be transferred or assigned by the Applicant to a new owner of the Property unless the City, in its sole discretion, approves such transfer or assignment upon application by the new owner.

10. Headings.

The headings contained in this Agreement are for descriptive purposes only, and do not alter or govern the substantive content of the provisions of the Agreement.

11. Capitalized Terms.

Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Act.

12. Governing Law; Venue.

This Agreement and all actions arising under it shall be governed by, subject to, and construed according to the law of the State of Michigan. Applicant agrees, consents and submits to the exclusive personal jurisdiction of any state or federal court of competent jurisdiction in Wayne County, Michigan, for any action arising out of this Agreement. Applicant also agrees that it shall not commence any action against the City because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of this Agreement in any state or federal court of competent jurisdiction other than one in Wayne County, Michigan.

13. Amendment.

This Agreement may not be amended or modified except by a written instrument executed by each of the parties hereto.

[Remainder of Page Intentionally Left Blank]

**[SIGNATURE PAGE TO COMMERCIAL REHABILITATION EXEMPTION
CERTIFICATE AGREEMENT]**

IN WITNESS WHEREOF, the City and the Applicant, by and through their authorized officers and representatives, have executed this Agreement as follows:

APPLICANT: Butcher's Real Estate LLC

By: CVE

Print: Charles N. Velez

Its: Member

**CITY OF DETROIT
PLANNING & DEVELOPMENT DEPT.**

By: _____

Print: _____

Its: _____

THIS AGREEMENT WAS APPROVED BY
THE CITY COUNCIL ON:

APPROVED BY LAW DEPARTMENT
PURSUANT TO § 7.5-206 OF THE CHARTER
OF THE CITY OF DETROIT

Date

Corporation Counsel

Date

**THIS AGREEMENT IS NOT EFFECTIVE OR VALID UNTIL APPROVED BY
RESOLUTION OF THE CITY COUNCIL, SIGNED BY ALL PARTIES HERETO, AND A
COMMERCIAL REHABILITATION EXEMPTION CERTIFICATE IS APPROVED BY
THE MICHIGAN STATE TAX COMMISSION**

ADDENDUM 1
Requirements

EXHIBIT A
Application for Commercial Rehabilitation Exemption Certificate

EXHIBIT B
Detroit City Council Resolution
Granting the Commercial Rehabilitation Exemption Certificate



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

Phone: 313.224.6380
Fax: 313.224.1629
www.detroitmi.gov

September 28, 2022

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

Re: Request for Public Hearing to Approve a Commercial Rehabilitation Certificate on behalf of Butchers Real Estate, LLC , in the area of 1489 Winder Street, Detroit, Michigan, in accordance with Public Act 210 of 2005 (Petition #2022-244).

Honorable City Council:

The Housing and Revitalization Department, Planning & Development Department and Finance Department have reviewed the application of **Butchers Real Estate, LLC**, and find that it satisfies the criteria set forth by P.A. 210 of 2005 and would be consistent with development and economic goals of the Master Plan.

Public Act 210 of 2005 states that the legislative body of the qualified local governmental unit, shall by resolution either approve or disapprove the application for a Commercial Rehabilitation Exemption Certificate in accordance with Section 3 and other provisions of this act. Prior to acting upon a resolution to recommend approval, a public hearing must be held, and the City Clerk must provide written notice of the public hearing to the assessor and to the governing body of each taxing unit that levies an ad valorem tax within the eligible district.

We request that a Public Hearing be scheduled on the issue of approving the application for the Commercial Rehabilitation Certificate. Attached for your consideration, please find a resolution establishing a date and time for the public hearing.

Respectfully submitted,

DocuSigned by:
A1E218A0ECA417...

Kelly R. Vickers
Chief Housing Investment & Development Officer

KV/jc

cc: S. Washington, Mayor's Office
K. Trudeau, PDD
J. Schneider, HRD
J. Cook, HRD



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

Phone: 313.224.6380
Fax: 313.224.1629
www.detroitmi.gov

BY COUNCIL MEMBER _____

WHEREAS, pursuant to Public Act 210 of 2005 (“the Act”) this City Council may adopt a resolution approving the application of a Commercial Rehabilitation Exemption Certificate within the boundaries of the City of Detroit; and

WHEREAS, **Butchers Real Estate, LLC**, has made application for a Commercial Rehabilitation Exemption Certificate whose boundaries are particularly described in the map and legal description attached hereto; and

WHEREAS, prior to such approval, the City Council shall provide an opportunity for a Public Hearing, at which a Public Hearing on such adoption of a resolution providing such tax exemption, at which Public Hearing representatives of any taxing authority levying *ad valorem* taxes within the City, or any other resident or taxpayer of the City of Detroit may appear and be heard on the matter.

NOW THEREFORE BE IT

RESOLVED, that on the _____ 2022, a Public Hearing be held on the above described application and be it finally

RESOLVED, that the City Clerk shall give notice of the Public Hearing to the general public and shall give written notice of the Public Hearing by certified mail to all taxing authorities levying an *ad valorem* tax within the City of Detroit.



DEPARTMENTAL SUBMISSION

DEPARTMENT: [eSCRIBE Department]

FILE NUMBER: Housing and Revitalization-0264

*** 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**

Janice M. Winfrey
City Clerk

City of Detroit
OFFICE OF THE CITY CLERK

Andre P. Gilbert II
Deputy City Clerk

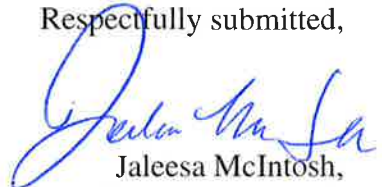
September 15, 2022

To: Katharine G. Trudeau, Deputy Director
Planning and Development Department
Coleman A. Young Municipal Center
2 Woodward Ave. Suite 808
Detroit, MI. 48226

Re: Request for an Industrial Facilities Tax Exemption Certificate for the property located at 9501 Conner Street, Detroit, MI 48213

Please find attached an application Request for an Industrial Facilities Tax Exemption Certificate for the property located at 9501 Conner Street, Detroit, MI 48213 (relative to **Petition #1329**)

Respectfully submitted,



Jaleesa McIntosh,
Jr. Assistant City Council Committee Clerk
Office of the City Clerk

Application for Industrial Facilities Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the original and two copies of this form and the required attachments (three complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires two complete sets (one original and one copy). One copy is retained by the clerk. If you have any questions regarding the completion of this form, call (517) 373-3302.

| To be completed by Clerk of Local Government Unit | |
|---|-----------------------------|
| Signature of Clerk | Date Received by Local Unit |
| STC Use Only | |
| Date Received by STC | Application Number |

APPLICANT INFORMATION

All boxes must be completed.

| | | | |
|---|--|---|---------------------------------|
| 1a. Company Name (Applicant must be the occupant/operator of the facility) Lear Corporation | | 1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) 336360 | |
| 1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 9501 Conner St. Detroit, MI 48213 (Partial Occupancy) | | 1d. City/Township/Village (indicate which) City | 1e. County Wayne |
| 2. Type of Approval Requested <input type="checkbox"/> New (Sec. 2(5)) <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Rehabilitation (Sec. 3(6)) <input type="checkbox"/> Research and Development (Sec. 2(10)) <input type="checkbox"/> Increase/Amendment | | 3a. School District where facility is located Detroit Public Schools | 3b. School Code 82010 |
| | | 4. Amount of years requested for exemption (1-12 Years) 12 | |

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.

Please see Attachment 1

| | |
|---|---|
| 6a. Cost of land and building improvements (excluding cost of land) * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun. | \$18,200,200 Real Property Costs |
| 6b. Cost of machinery, equipment, furniture and fixtures * Attach itemized listing with month, day and year of beginning of installation, plus total | \$21,055,730 Personal Property Costs |
| 6c. Total Project Costs * Round Costs to Nearest Dollar | \$39,255,930 Total of Real & Personal Costs |

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

| | Begin Date (M/D/Y) | End Date (M/D/Y) | |
|--------------------------------|--------------------|------------------|---|
| Real Property Improvements | 02/01/2021 | 12/31/2022 | <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Leased |
| Personal Property Improvements | 07/27/2021 | 01/23/2022 | <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased |

8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. ☐ Yes ☒ No

| | |
|---|---|
| 9. No. of existing jobs at this facility that will be retained as a result of this project. 0 | 10. No. of new jobs at this facility expected to create within 2 years of completion. 350 |
|---|---|

11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.

| | |
|--|--|
| a. TV of Real Property (excluding land) | |
| b. TV of Personal Property (excluding inventory) | |
| c. Total TV | |


| |
|---|
| 12a. Check the type of District the facility is located in: <input checked="" type="checkbox"/> Industrial Development District <input type="checkbox"/> Plant Rehabilitation District |
|---|

| | |
|---|---|
| 12b. Date district was established by local government unit (contact local unit) 11/04/2020 | 12c. Is this application for a speculative building (Sec. 3(8))? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
|---|---|

APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

| | | | |
|---|---------------------------------------|---------------------------------------|---|
| 13a. Preparer Name Tina Weiksnar | 13b. Telephone Number 248-447-1253 | 13c. Fax Number | 13d. E-mail Address cweiksnar@lear.com |
| 14a. Name of Contact Person Tina Weiksnar | 14b. Telephone Number 248-447-1253 | 14c. Fax Number | 14d. E-mail Address cweiksnar@lear.com |
| ▶ 15a. Name of Company Officer (No Authorized Agents) William P. McLaughlin, Vice President Global Tax | | | |
| 15b. Signature of Company Officer (No Authorized Agents)  | | 15c. Fax Number | 15d. Date 8/24/2022 |
| ▶ 15e. Mailing Address (Street, City, State, ZIP Code) 21557 Telegraph Rd. Southfield, MI 48033 | | 15f. Telephone Number 248-447-1500 | 15g. E-mail Address bmclaughlin@lear.com |

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

| | | | |
|--|--|---|--|
| ▶ 16. Action taken by local government unit <input type="checkbox"/> Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12) After Completion <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Denied (Include Resolution Denying) | | 16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Original Application plus attachments, and one complete copy <input type="checkbox"/> 2. Resolution establishing district <input type="checkbox"/> 3. Resolution approving/denying application. <input type="checkbox"/> 4. Letter of Agreement (Signed by local unit and applicant) <input type="checkbox"/> 5. Affidavit of Fees (Signed by local unit and applicant) <input type="checkbox"/> 6. Building Permit for real improvements if project has already begun <input type="checkbox"/> 7. Equipment List with dates of beginning of installation <input type="checkbox"/> 8. Form 3222 (if applicable) <input type="checkbox"/> 9. Speculative building resolution and affidavits (if applicable) | |
| 16a. Documents Required to be on file with the Local Unit Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Notice to the public prior to hearing establishing a district. <input type="checkbox"/> 2. Notice to taxing authorities of opportunity for a hearing. <input type="checkbox"/> 3. List of taxing authorities notified for district and application action. <input type="checkbox"/> 4. Lease Agreement showing applicants tax liability. | | | |
| 16c. LUCI Code | | 16d. School Code | |
| 17. Name of Local Government Body | | ▶ 18. Date of Resolution Approving/Denying this Application | |

Attached hereto is an original application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time, and that any leases show sufficient tax liability.

| | | |
|--|--------------------|---------------------|
| 19a. Signature of Clerk | 19b. Name of Clerk | 19c. E-mail Address |
| 19d. Clerk's Mailing Address (Street, City, State, ZIP Code) | | |
| 19e. Telephone Number | 19f. Fax Number | |

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

Local Unit: Mail one original and one copy of the completed application and all required attachments to:

Michigan Department of Treasury
State Tax Commission
PO Box 30471
Lansing, MI 48909

(For guaranteed receipt by the STC, it is recommended that applications are sent by certified mail.)

| STC USE ONLY | | | | |
|--------------|-------------------|-----------------------|-----------------|---------------------|
| ▶ LUCI Code | ▶ Begin Date Real | ▶ Begin Date Personal | ▶ End Date Real | ▶ End Date Personal |

Attachment 1
Lear Corporation
Application for IFTE Certificate
Question 5

This site is comprised of approximately 43 acres of land that had a 5 story, 914,000 SF structure that formerly operated as a Stamping Plant for General Motors. Due to the severe conditions impacting the area, the existing facility was demolished, and the environmental conditions were remediated. Lear Corporation ("Lear") will occupy approximately 416,000 SF of the new structure which is 684,490 SF.

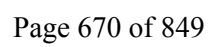
Lear was founded in Detroit in 1917, incorporated in Delaware in 1987 and is currently headquartered in Southfield, Michigan. The Company provides seating and electrical systems to automotive manufacturers globally.

This location at 9501 Conner St., which Lear partially occupies, will be the main Lear Just in Time ("JIT") Seating Facility for a major automotive manufacturer's Electric Vehicle program. The business is currently awarded through 2031 and the contract is scheduled to begin in September 2023. Annual sales are expected to exceed \$250M.

The project is expected to require an estimated 299 non-skilled, 43 professional, and 8 skilled workers when it is in full production by the end of 2024. We will attract residents from the City of Detroit and the surrounding neighborhoods and suburbs to the extent we can.

Lear is investing in Tenant Improvements of more than \$18M and in Machinery and Equipment and other Personal Property of more than \$23M in the new facility.

Legal description of the property is on Exhibit A.



Tenant Improvements Summary

Lear Corporation

9501 Conner St. Detroit, MI

| Initial Estimate: | Cost |
|-------------------------------|-----------------|
| Site Construction | \$ 66,280.00 |
| Concrete | \$ 66,561.00 |
| Masonry | \$ 17,125.00 |
| Metals | \$ 397,468.00 |
| Wood & Plastic | \$ 7,686.15 |
| Thermal & Moisture Protection | \$ 175,700.00 |
| Doors & Windows | \$ 246,837.72 |
| Finishes | \$ 2,770,128.70 |
| Specialties | \$ 588,855.00 |
| Miscellaneous | \$ 1,192,077.86 |
| Fire Protection | \$ 136,461.00 |
| Plumbing | \$906,300 |
| HVAC | \$ 531,000.00 |
| Electrical | \$ 968,390.00 |

| Change Order Requests: | Cost |
|------------------------------------|-----------------|
| Precast Concrete | \$ 40,040.00 |
| HVAC | \$ 2,756,000.00 |
| Fire Alarm | \$ 6,035.12 |
| Carpentry | \$ 498,700.80 |
| Roofing | \$ 15,506.40 |
| Glass & Aluminum Framing | \$ 75,192.00 |
| Doors, Frames, and Hardware | \$ 11,950.02 |
| Fire Protection | \$ 75,920.00 |
| Concrete Flatwork | \$ 176,953.92 |
| Misc. Steel | \$ 7,488.00 |
| Dock Equipment | \$ 990,334.10 |
| Overhead Doors | \$ 111,168.72 |
| Plumbing | \$ 386,880.00 |
| Electrical | \$ 3,560,388.00 |
| Structural Steel (HVAC) | \$ 173,742.40 |
| Structural Steel (Fire Protection) | \$ 34,122.40 |
| Glass & Aluminum Framing | \$ 6,188.00 |
| Glass & Aluminum Framing | \$ 5,761.60 |
| Doors, Frames, and Hardware | \$ 6,217.54 |
| Lear Generator Increase | \$ - |
| Misc. Steel (Dock Pit Angles) | \$ 4,680.00 |
| Doors, Frames and Hardware | \$ 20,416.45 |
| Additional Flashing for Lear | \$ 6,240.00 |
| Revised RTU Loads | \$ 46,072.00 |
| Misc. Change orders total | \$ 1,113,332.11 |

| | |
|-----------------------------------|-------------------------|
| TOTAL TENANT IMPROVEMENTS: | \$ 18,200,200.01 |
|-----------------------------------|-------------------------|

Machinery and Equipment, Furniture and Office Equipment
Lear Corporation
9501 Conner St. Detroit, MI

| Category | Investment |
|-----------------------|--------------------------------|
| Furniture | 375,000.00 |
| IT | 1,727,235.00 |
| Machinery & Equipment | 21,055,730.44 |
| Total: | <u>\$ 23,157,965.44</u> |

Nothing has been installed as of August 25, 2022



Buildings, Safety Engineering
& Environmental Department

City of Detroit
Buildings, Safety Engineering and Environmental Department
Building Division
Coleman A. Young Municipal Center
2 Woodward Avenue, 4th Floor, Suite 408, Detroit, Michigan 48226
(313) 224-3202

BUILDING PERMIT

SITE ADDRESS: 9501 CONNER PERMIT NO.: BLD2021-01688
PARCEL NUMBER: 19002594.001 SECTOR: APPLIED: 03/18/2021
TYPE OF WORK: New ISSUED: 07/27/2021
ESTIMATED COST: \$29,000,000.00 EXPIRES: 01/23/2022
USE: Warehouse PMR No.: PMR2021-01739
PERMIT DESCRIPTION: Foundations, Site Work, & construction of 684,000 sq ft Warehouse Building shell per plans. Separate Permit for MEP's. Subject to Field Approval and all Applicable Federal, State, and Local Executive Orders.

ZONING DISTRICT: M4-Intensive Industrial USE GRP: S-1 311.2 FL AREA:
BLDG TYPE CODE: 5B - COMBUSTIBLE (FP 000) STORIES: 1 GROUND AREA:
BETWEEN: Between and SIZE: 783734.00
LOT NO.: SUBDIVISION: 19002594.001

| <u>Owner</u> | <u>Applicant</u> | <u>Contractor</u> |
|---|---|-------------------|
| NP Conner Avenue Industrial, LLC 4825 NW 41st St. Suite 500 Riverside, MO 64150 | Rachel Smith 45 W. Grand River Ave, Suite 501 Detroit, MI 48226 | |

Fees

| Type | Status | Date | Amount |
|-----------------------------------|----------|------------|---------------------|
| Building Permit Fee Balance (70%) | INVOICED | 04/16/2021 | \$170,877.00 |
| Building Permit Deposit | INVOICED | 04/16/2021 | \$73,233.00 |
| Plumbing Plan Review Fee | INVOICED | 07/21/2021 | \$3,000.00 |
| Fire Plan Review Fee | INVOICED | 07/21/2021 | \$5,000.00 |
| Total: | | | \$252,110.00 |

Please be advised per the 2015 Michigan Building Code: Each permit issued by the code official under the provisions of the code shall expire by limitation and become null and void if the work authorized by the permit has not begun within 180 days from the issued date of the permit or if not inspected, after the work has begun for a period of 180 days. Before the work may be restarted, the permit shall be reinstated if the code has not changed. If the code has changed and the work was not started, a new permit is required based on the current requirements.

EXHIBIT "A"

The area generally bounded by Gratiot, Conner, Devine, and Corbett Ave. 10644 Gratiot, 10600 Gratiot, 10640 Gratiot, 10648 Gratiot, and 9501 Conner.

10644 Gratiot - BEING PART OF PRIVATE CLAIMS 389, 11, AND PART OF FRACTIONAL SECTION 23, TOWN 01 SOUTH, RANGE 12 EAST, CITY OF DETROIT, WAYNE COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF PRIVATE CLAIM 11 AND THE WEST RIGHT OF WAY LINE OF CONNER AVENUE (VARIABLE WIDTH), SAID POINT BEING NORTH 63 DEGREES 54 MINUTES 40 SECONDS EAST, 395.62 FEET FROM THE SOUTHWEST CORNER OF SAID PRIVATE CLAIM 389, COMMON TO THE NORTHWEST CORNER OF SAID PRIVATE CLAIM 11; THENCE NORTH ALONG SAID WEST RIGHT OF WAY LINE OF CONNER AVENUE NORTH 44 DEGREES 32 MINUTES 13 SECONDS WEST, 164.34 FEET; THENCE SOUTH 45 DEGREES 10 MINUTES 54 SECONDS WEST, 136.85 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 43 DEGREES 55 MINUTES 31 SECONDS EAST, 574.87 FEET; THENCE SOUTH 22 DEGREES 54 MINUTES 45 SECONDS EAST, 200.99 FEET; THENCE SOUTH 79 DEGREES 30 MINUTES 30 SECONDS WEST, 71.82 FEET; THENCE NORTH 80 DEGREES 43 MINUTES 30 SECONDS WEST, 240.28 FEET; THENCE NORTH 67 DEGREES 18 MINUTES 30 SECONDS WEST, 132.68 FEET; THENCE NORTH 45 DEGREES 23 MINUTES 43 SECONDS WEST, 227.43 FEET; THENCE NORTH 46 DEGREES 03 MINUTES 06 SECONDS EAST, 243.44 FEET; THENCE NORTH 44 DEGREES 46 MINUTES 38 SECONDS WEST, 179.85 FEET; THENCE NORTH 45 DEGREES 10 MINUTES 54 SECONDS EAST, 93.68 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.797 ACRES.

10600 Gratiot - S GRATIOT ALL THAT PT OF P C 389 & FRL SEC 23 T 1 S R 12 E DESC AS FOLS BEG AT INT SEC OF S LY LINE OF GRATIOT 124 FT WD & E LY LINE D T R R TH N 25D 43M E 211.04 FT ALG SD S LY LINE TH S 44D 41M 20S E 274 FT TH S 75D 43M 20S E 100 FT TH S 44D 41M 20S E 466.96 FT TH S 87D 52M W 434.95 FT TH N 36D 03M W 466.56 FT ALG E LY R/W LINE TO P O B 19/--- 173,199 SQ FT.
Parcel #19001584

10640 Gratiot - S GRATIOT PT OF FRL SEC 23 T 1 S R 12 E & PT OF P CS 389 & 11 ALL DESC AS BEG AT A PTE ON SLY LINE GRATIOT AVE 124 FT WD DIST N 25D 43M E 211.04 FT FROM INTSEC ELY LINE D T R R 66 FT WD TH CONT ALG SD SLY LINE N 25D 43M E 303.28 FT TH S 64D 17M E 220 FT TH N 25D 43M E 201.59 FT TH S 44D 40M E 418.67 FT TO LINE COMMON TO FRL SEC 23 & P C 11 TH ALG SD LINE THE FOLLOWING 3 COURSES (1) S 66D 26M E 132.68 FT & (2) S 79D 51M E 240.28 FT & (3) N 80D 23M E 71.82 FT TH S 35D 31M E 609.96 FT TH S 87D 52M W 878.02 FT (877.76 REC) TH N 44D 41M 20S W 466.23 FT (466.96 REC) TH N 75D 43M 20S W 100 FT TH N 44D 41M 20S W 274 FT TO P O B 686,031 SQ FT.
Parcel #19001583.002L

10648 Gratiot - SITUATED IN THE CITY OF DETROIT, WAYNE COUNTY, MICHIGAN; BEING PART OF PRIVATE CLAIMS 11, 389 AND FRACTIONAL SECTION 23, T1S, R12D; BEING A PORTION OF THE TRACT OF LAND AS DESCRIBED IN QUIT CLAIM DEED RECORDED IN LIBER 13046, PAGE 231 WAYNE COUNTY DEED RECORDS; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A ½ INCH IRON ROD, IDENTIFIED WITH PS#26454, FOUND AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF CONNER AVENUE (86 FT. WIDE) AND THE SOUTHEASTERLY LINE OF GRATIOT AVENUE (124 FT. WIDE), BOTH PUBLIC ROADS; THENCE S 43 DEGREES 29 MINUTES 45 SECONDS E, 292.91 FEET (RECORD S 43 DEGREES 27 MINUTES E, 292.92 FEET) ALONG THE SOUTHWESTERLY LINE OF CONNER AVENUE TO A SET MAG NAIL AT THE POINT OF BEGINNING; THENCE DEPARTING THE SOUTHWESTERLY LINE OF CONNER AVENUE, S 25 DEGREES 39 MINUTES 15 SECONDS W, 222.22 FEET, TO A FOUND ½" IRON ROD IDENTIFIED WITH PS# 44297; THENCE S 36 DEGREES 56 MINUTES 00 SECONDS W, 272.22 FEET TO A SET ½" IRON, IDENTIFIED WITH PS#30099; THENCE S 44 DEGREES 33 MINUTES 58 SECONDS E, 184.07 FEET (RECORD S 44 DEGREES 33 MINUTES 58 SECONDS E) TO A ½" IRON ROD, IDENTIFIED WITH PS#44297; THENCE N 47 DEGREES 05 MINUTES 34 SECONDS E, 243.44 FEET (RECORD N 47 DEGREES 12 MINUTES 03 SECONDS E, 244.75 FEET) TO A SET MAG NAIL; THENCE N 43 DEGREES 44 MINUTES 10 SECONDS W, 179.85 FEET (RECORD N 43 DEGREES 37 MINUTES 15 SECONDS W, 180.82 FEET) TO A SET MAG NAIL; THENCE N 46 DEGREES 13 MINUTES 22 SECONDS E, 230.53 FEET (RECORD N 46 DEGREES 20 MINUTES 17 SECONDS E, 231.76 FEET), TO A SET MAG NAIL IN THE SOUTHWESTERLY LINE OF CONNER AVENUE, THENCE N 43 DEGREES 29 MINUTES 45 SECONDS W, 130.00 FEET TO THE POINT OF BEGINNING.

9501 Conner - N DEVINE ALL THAT PT OF FRL SEC 23 T 1 S R 12 E INCL PT OF BESSENGER & MOORES GRATIOT AVE SUB NO 2 & PTS OF P C S 10 & 12 DESC AS FOLS BEG AT A PTE IN E LINE OF D T R R R/W BG ALSO IN N LINE OF DEVINE AVE TH N 34D 18M 12S W 868.47 FT ALG SD E LINE TH N 89D 32M 20S E 1312.87 FT TH S 0D 30M 54S E 603.78 FT TH S 2D 28M 16S W 16.02 FT TH N 89D 26M E 180.23 FT TH S 0D 348 E 100 FT TH S 89D 26M W 1009.37 FT TO P O B 19/-- 790,094 SQ FT Parcel#19002594.001

[Exhibit A Continued on Next Page]

City of Detroit
CITY COUNCIL
COUNCIL PRESIDENT BRENDA JONES

INCENTIVE INFORMATION CHART:

| Project Type | Incentive Type | Investment Amount | District |
|-----------------------------|----------------|-------------------|----------|
| Industrial Facilities Build | PA 198 | \$34 Million | 3 |

| Jobs Available | | | | | | | |
|----------------|------------------|---------------|-------------------|---------------------------|------------------|---------------|-------------------|
| Construction | | | | Post Construction by 2024 | | | |
| Professional | Non-Professional | Skilled Labor | Non-Skilled Labor | Professional | Non-Professional | Skilled Labor | Non-Skilled Labor |
| | | | | 43 | | 8 | 299 |

1. What is the plan for hiring Detroiters?
Lear is working with Detroit at Work to fill all open positions. We are also working with other Detroit organizations to fill open positions.
2. Please give a detailed description of the jobs available as listed in the above chart, i.e: job type, job qualifications, etc. Assemblers, Quality Technicians, Material Handlers, Janitorial staff, Maintenance workers, supervisors Engineers, Human Resources staff and Department Managers.
3. Will this development cause any relocation that will create new Detroit residents?
Since the plant is in Detroit, it is possible some employees will move to the City, however Lear is not offering incentives for Relocation.
4. Has the developer reached out to any community groups to discuss the project and/or any potential jobs? Lear is working with Detroit at Work, Michigan Works, Wayne State, Wayne County Community College, Focus Hope and Share Detroit to recruit Detroit residents.
5. When is construction slated to begin?
It began in February 2021.
6. What is the expected completion date of construction? December 31, 2022

*Please contact Linda Wesley at (313) 628-2993 or wesleyl@detroitmi.gov to schedule a date to attend the Skilled Trades Task Force.



REQUEST FOR INCOME TAX CLEARANCE

REQUESTING DEPARTMENT/DIVISION: Finance

E-MAIL ADDRESS: cweiksnar@lear.com

CONTACT NAME: Tina Weiksnar

PHONE: 248-447-1253

FAX: _____

Type of Clearance: ☒ New ☐ Renewal (Please submit 30 days prior to submitting bid or expiration date)

A. To:
City of Detroit
Income Tax Division
Coleman A. Young Municipal Center
2 Woodward Avenue, Ste. 512
Detroit, MI 48226

Phone: (313) 224-3328 or 224-3329
Fax: (313) 224-4588

For:
Individual or
Company Name Lear Corporation

Address 21557 Telegraph Rd.

City Southfield

State MI

Zip Code 48033

Telephone 248-447-1253

Fax # _____

E-mail Address cweiksnar@lear.com

B. Name of Chief Financial Officer/Authorized Contact Person
(include address if different from above)

Tina Weiksnar

Telephone # 248-447-1253

Fax # _____

Employer Identification or Social Security Number
13-3386776

Spouse Social Security Number _____

Nature of Contract

IFT Application

BID CONTRACT AMOUNT (if known):

Labor: \$ _____

Material: \$ _____

Contract # (if known) _____

C. ALL QUESTIONS MUST BE ANSWERED TO EXPEDITE APPROVAL PROCESS. ANY QUESTION NOT ANSWERED MAY RESULT IN A DENIAL OF INCOME TAX CLEARANCE.

Check One:

☐ Individual

☒ Corporation

☐ Partnership

☐ Estate & Trust

INDIVIDUALS ANSWER QUESTIONS 1,2,3,4.

1. Have you filed joint returns with spouse during the last seven (7) years? (If yes, include spouse SSN above) ☐ Yes ☐ No
2. Are you a student, and/or claimed as a dependent on someone else's tax return? ☐ Yes ☐ No
3. Were you employed during the last seven (7) years? ☐ Yes ☐ No
4. Were you a resident of Detroit during the last seven (7) years? ☐ Yes ☐ No

CORPORATIONS AND PARTNERSHIPS ANSWER QUESTIONS 5,6,7.

5. Is the company a new business in Detroit? If yes, attach Employer Registration (Form DSS-4). ☐ Yes ☒ No
6. Will the company have employees working in Detroit? ☒ Yes ☐ No
7. Will the company use sub-contractors or independent contractors in Detroit? ☒ Yes ☐ No

D.

FOR INCOME TAX USE ONLY

Has the contractor complied with the provisions of the City Income Tax Ordinance?

☐ Yes

☐ No

Signature _____

Date _____

Expires _____

☐ Yes

☐ No

Signature _____

Date _____

Expires _____

☐ Yes

☐ No

Signature _____

Date _____

Expires _____

VISIT OUR WEBSITE FOR INFORMATION AND TAX FORMS AT: www.detroitmi.gov

NOTE: An approved Income Tax Certificate may be used in multiple city wide departments that require a bid. Please e-mail your completed request form (preferably in pdf format) to: IncomeTaxClearance@detroitmi.gov

☐ **SECTION A:** ☐ BUSINESS LICENSE ☐ BUDGET ☐ CITY COUNCIL ☐ DDOT ☐ DPW ☐ FINANCE ☐ FIRE ☐ HEALTH
☐ HUMAN RIGHTS ☐ LAW ☐ MAYOR ☐ OMBUDSMAN ☐ PLANNING& DEVELOPMENT ☐ POLICE ☐ PURCHASING
☐ RECREATION ☐ WATER & SEWAGE OTHER _____

CONTRACT AMOUNT \$

CONTACT PERSON Tina Weiksner PHONE NUMBER 248-447-1253 EMAIL ADDRESS cweiksner@lear.com

DRIVER'S LICENSE # _____ OTHER CITY-OWNED PROPERTY PARCELS _____

DRIVER'S LICENSE # _____ OTHER CITY-OWNED PROPERTY PARCELS _____

OTHER CITY-OWNED PROPERTY PARCELS

EMAIL ADDRESS _____

OTHER PROPERTY ADDRESSES OWNED IN WITHIN DETROIT _____

SOCIAL SECURITY NUMBER _____ EMAIL ADDRESS _____

FOR TREASURY COLLECTION USE ONLY:

☐ APPROVED ☐ DENIED ☐ DENIED WITH ATTACHMENTS

CLEARANCE VALID UNTIL

SIGNATURE

DATE _____



TO: Justus Cook, Housing and Revitalization
FROM: Shelby Holmes, Planning and Development
RE: Master Plan Interpretation for **Industrial Development District / Plant Rehabilitation District** (PA 198) at 9501 Conner; 10600 Gratiot Avenue; 10640 Gratiot Avenue; 10644 Gratiot; 10648 Gratiot Avenue (Associated to Petition # 1329)
DATE: September 29, 2022
CC: Katharine Trudeau, Deputy Director, Planning and Development
Allen Penniman, PDD East, Planning and Development
Karen Gage, PDD Zoning, Planning and Development

In order to ensure consistency with the City's Master Plan of Policies, pursuant to State of Michigan, Public Act 198 of 1974 (section 207.555), the Planning and Development Department's Planning Division submits the following interpretation for an exemption certificate within an Industrial Development District (IDD). The Petitioner is Lear Corporation.

Location and Project Proposal: 9501 Conner; 10600 Gratiot Avenue; 10640 Gratiot Avenue; 10644 Gratiot; 10648 Gratiot Avenue. The 9501 Conner parcel is also known as the former Cadillac Stamping Facility. The City's intent is to create the Industrial Development District to create new operations spurring employment opportunities for Detroit residents. The existing obsolete structure will be demolished to make way for new 682,000 square ft. industrial Class A warehouse space.

Current Master Plan (MP) & Zoning:

9501 Conner MP Classification – Light Industrial (IL); Zoning – Intensive Industrial District (M4)
10644 Gratiot Ave. MP Classification – Light Industrial (IL); Zoning – Intensive Industrial District (M4)
10600 Gratiot Ave. MP Classification – Light Industrial (IL); Zoning – General Industrial District (M3)
10640 Gratiot Ave. MP Classification – Light Industrial (IL); Zoning – Restricted Industrial District (M2)
10648 Gratiot Ave. MP Classification – Light Industrial (IL); Zoning – Restricted Industrial District (M2)

Master Plan Interpretation

The subject site area is designated Light Industrial (IL). Light Industrial areas should generally consist of industrial uses of low intensity that have minimum undesirable effects on adjacent residential or commercial land uses. Small-scale industrial uses may include machine shops, small scale assembly or packaging, warehousing or technology parks

The following policies of the Airport neighborhood describe the following recommendations:

- GOAL 6: Increase the viability of industrial areas
- Policy 6.1: Market industrial properties to airport-specific and related industries.

The proposed development conforms to the Future General Land Use characteristics of the area.

INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE AGREEMENT

THIS INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE AGREEMENT (this “Agreement”) is made this _____ day of October, 2022 by and between the City of Detroit, a Michigan municipal corporation (the “City”), acting by and through its Planning and Development Department, with an office at 2 Woodward Avenue, Suite 808, Detroit, Michigan 48226 and **Lear Corporation**, a Delaware corporation (“Applicant”), with an office at 21557 Telegraph Rd. Southfield, MI 48033.

WITNESSETH:

WHEREAS, Public Act 198 of 1974 as amended, also known as the Plant Rehabilitation and Industrial Development Districts Act (the “Act”), (1) provides for the establishment of industrial development districts and plant rehabilitation districts by local governmental units, (2) provides for the abatement or exemption from certain taxes for facility owners or lessees in a qualified district, and (3) allows local governmental units to levy and collect a specific tax from the owners or lessees of certain qualified facilities, among other provisions; and

WHEREAS, the Applicant has submitted an application (the "Application") for an Industrial Facilities Exemption Certificate (“IFEC”) for the facility and/or equipment located at **9501 Conner St, Detroit, Michigan** (the “Property”). A copy of the Application is attached hereto as **Exhibit A** and made a part hereof; and

WHEREAS, the City has previously approved either an industrial development district or plant rehabilitation district pursuant to the Act and the Property is located in such district; and

WHEREAS, the Applicant has committed to complete a restoration, replacement or construction program that creates a New Facility or Replacement Facility on the Property within the meaning of the Act, and to hire or retain a certain amount of full-time employees at the Property during the Term (as defined below); and

WHEREAS, the City has approved the Application by adopting a resolution granting the IFEC to the Applicant, contingent upon the covenants and representations contained herein and pending approval by the Michigan State Tax Commission. A copy of the City resolution granting the IFEC is attached hereto as **Exhibit B** and made a part hereof; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. General.

a. Unless earlier revoked as provided for in Section 15 of the Act, being MCL 207.565, or as provided for in this Agreement, the term of the IFEC and the term of this Agreement (collectively, the “Term”) will be for a period of **Twelve (12)** years, beginning on the certificate beginning date stated in the IFEC issued by the Michigan State Tax Commission.

b. The Applicant will complete a Restoration, Replacement or construction of a New Facility or Replacement Facility on the Property (the “Project”), as defined in the Act and as set forth in the Application, no later than **December 31, 2022**.

c. The Applicant shall create, or cause to be created, at least **Three-Hundred Fifty (350)** (the “Employee Commitment Number”) full-time employees at the Property within two (2) years of completion of the Project (the “Project Completion Date”).

d. The Applicant will recruit and hire City of Detroit residents in accordance with specified targets as set forth in the City of Detroit Resident Employment Plan (“Employment Plan”) submitted by the Applicant to the City as part of the Application and approved by the City of Detroit Civil Rights, Inclusion and Opportunity Department (“CRIO”). Throughout the Term, the Employment Plan may not be modified without CRIO’s prior written approval, which approval may be granted or withheld in CRIO’s sole discretion. CRIO will monitor the Applicant’s compliance with the Employment Plan on an annual basis throughout the Term. Upon notice from CRIO of a discrepancy between the Applicant’s commitment in the Employment Plan and the actual number of City of Detroit residents employed at the Property, Applicant shall submit a correction plan setting forth the Applicant’s plan to bring the number of City of Detroit residents employed at the Property back up to the specified targets as set forth in the Employment Plan. Applicant’s correction plan must be approved by CRIO. Applicant shall be required to fulfill the terms of such correction plan in the timeline set forth in the correction plan.

e. For purposes of this Agreement, a “full-time employee” is defined as a person: (i) who is employed by the Applicant or its affiliates on a salary, wage, commission, or other basis, for a minimum period of forty (40) hours a week (even if such person’s actual hours worked in any given week is less than forty (40) hours as a result of production shutdowns / shortened shifts, or other events) and (ii) from whose compensation the Applicant or its affiliates, including a staffing agency, are required by law to withhold City of Detroit income taxes. Affiliates may include Applicant’s tenant(s) that lease space at the Property.

2. Applicant Representations and Warranties.

In compliance with the Act and in order to induce the City to grant the IFEC to the Applicant, the Applicant represents and warrants that:

a. The Applicant was the owner of the Property, or was leasing the Property and had a signed lease with the Property owner, at the time of Applicant’s submission of the Application and the Applicant is the owner of the Property, or is leasing the Property and has a signed lease with the Property owner, as of the date of this Agreement.

b. At the time the Applicant submitted the Application the Property was, and as of the date of this Agreement the Property is, an “Industrial Property” as defined by the Act.

c. During the Term, no portion of the Property will be used, owned or operated by a casino or affiliated company, as defined in the Act.

- d. Applicant would not have considered undertaking the Project without the IFEC.
- e. The Project did not start earlier than six (6) months before the date on which the Project was approved for designation as a Speculative Building.
- f. There are no delinquent taxes owed on the Property.
- g. The Applicant will pay any applicable taxes on the Property as they become due.
- h. The Project and the Applicant's current and planned future operation of the Property are in compliance with the City of Detroit Zoning Ordinance and Master Plan.

3. Community Benefits Requirements.

Pursuant to City of Detroit Ordinance 35-16, also known as the Community Benefits Ordinance (the "Ordinance"), if the Property involves a Tier 2 Development Project (as defined by the Ordinance), then the Applicant will:

- a. Partner with the City and, when appropriate, a workforce development agency to promote the hiring, training and employability of Detroit residents, consistent with State and Federal Law.
- b. Partner with the Director of the Planning & Development Department to address and mitigate negative impacts that the Tier 2 Development Project may have on the community and local residents. The Applicant will adhere to the mitigation requirements, if any, stated in the attached Addendum 1 – Requirements, which is incorporated herein by reference.

4. Reporting to the City by the Applicant.

Applicant agrees to provide the City with sufficient information, subject to review and audit by the City, in order to determine compliance with this Agreement. At a minimum, the Applicant shall comply with the following covenants during the Term:

- a. Upon request, the Applicant shall provide the Planning & Development Department copies of all construction plans, building permits and certificates of occupancy related to the Rehabilitation of the Property.
- b. Applicant shall permit the City to perform periodic site visits, upon reasonable advance notice and in a manner that does not disturb or interfere with ongoing operations at the Property, to the Property by the City to establish whether the Applicant is completing the Rehabilitation to the Property as required by the Act and this Agreement.
- c. Annually, within two (2) weeks after each anniversary of the commencement of the Term, Applicant shall submit to the Planning & Development Department a certified status report ("Status Report") signed by an authorized officer of the Applicant. The Status Report shall set forth for the previous year: (i) the Restoration, Replacement or construction work

completed towards a New Facility or Replacement Facility at the Property, (ii) the Applicant's financial investment in the Property for that year, and (iii) the number of full-time employees at the Property for that year.

d. Annually, within two (2) weeks after each anniversary of the Project Completion Date, the Applicant shall submit to CRIO the Annual Employment Report for Tax Abatements (the "Status Report"), including copies of proofs of residency that have been accepted by CRIO.

e. The City will use commercially reasonable efforts to keep all documents, reports and other information provided by Applicant hereunder, to the extent not already in the public domain or subsequently made public by the Applicant, confidential and disclose the same only to those employees of the City, the Michigan Department of Treasury or other state or municipal agencies who need to know or review such information in connection with monitoring Applicant's compliance with this Agreement, and will use such information solely for such purposes. Notwithstanding the foregoing, nothing contained herein shall restrict or prohibit the City's disclosure of such documents, reports or other information (1) pursuant to a valid order by a court or other governmental body, (2) as may be necessary to establish the rights of the City pursuant to this Agreement, (3) as may be required under the Michigan Freedom of Information Act, or (4) as may otherwise be required by law.

5. Revocation of IFEC and Termination of this Agreement.

This Agreement shall automatically terminate if the IFEC terminates pursuant to Section 13 of the Act, being MCL 207.563.

Furthermore, the City may, in its sole discretion and by resolution of Detroit City Council, or at the request that the Michigan State Tax Commission, revoke the IFEC on any of the grounds provided for in Section 15 (2) of the Act, being MCL 207.565, including, but not limited to, a finding by the City that the completion of the Project has not occurred within two (2) years of the effective date of the IFEC, unless further time is authorized by the Commission for good cause per Section 7a of the Act.

6. Payment of Exempted Taxes for Shortfall of Employment.

If, after the second anniversary of the Project Completion Date, the average number of full-time employees at the Property for any given calendar year is less than the Employee Commitment Number, the Applicant will pay to the City, in addition to the Industrial Facilities Tax due under the IFEC, an amount equal to the difference between the amount of ad valorem tax that would be due on the Property without the IFEC, and the amount of Industrial Facilities Tax due on the Property with the IFEC, for that given year, multiplied by a fraction, the numerator of which is the shortfall in the number of full-time employees indicated in the Status Report, and the denominator of which is the Employee Commitment Number. Prior to taking any action to require the Applicant to pay an amount to the City pursuant to this Section, the City will afford the Applicant an opportunity to present reasons for the employment shortfall at a public hearing.

In the event that the Applicant fails to report in the Status Report the number of full-time employees at the Property for a given year, and fails to deliver such Status report to CRIO within thirty (30) days of CRIO's request therefor, the number of full-time employees at the Property for purposes of this Section shall be deemed to be zero (0).

7. Notice to City of Discontinuance of Operations.

If during the Term the Applicant intends to discontinue operations at the Property, the Applicant will provide thirty (30) days' prior written notice of such shutdown of operations to the Director of the Planning & Development Department.

8. Reservation of Remedies.

The City and the Applicant agree that each of the rights and remedies provided by this Agreement may be exercised separately or cumulatively and shall not be exclusive of any other rights and remedies provided by law. Invalidation of any of the provisions contained in this Agreement by operation of law, judgment, court order or otherwise shall not invalidate any of the other provisions of this Agreement.

9. Transfer.

Neither the IFEC nor this Agreement may be transferred or assigned by the Applicant to a new owner or lessee of the Property unless the City, in its sole discretion, approves such transfer or assignment upon application by the new owner or lessee. For purposes of this section, a transfer of the Property shall include any sale of the Property or any lease that transfers tax liability at the Property.

10. Headings.

The headings contained in this Agreement are for descriptive purposes only, and do not alter or govern the substantive content of the provisions of the Agreement.

11. Capitalized Terms

Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Act.

12. Governing Law; Venue.

This Agreement and all actions arising under it shall be governed by, subject to, and construed according to the law of the State of Michigan. Applicant agrees, consents and submits to the exclusive personal jurisdiction of any state or federal court of competent jurisdiction in Wayne County, Michigan, for any action arising out of this Agreement. Applicant also agrees that it shall not commence any action against the City because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of this Agreement in any state or federal court of competent jurisdiction other than one in Wayne County, Michigan.

13. Amendment.

This Agreement may not be amended or modified except by a written instrument executed by each of the parties hereto.

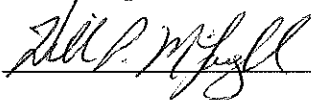
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**[SIGNATURE PAGE TO INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE
AGREEMENT]**

IN WITNESS WHEREOF, the City and the Applicant, by and through their authorized officers and representatives, have executed this Agreement as follows:

APPLICANT:

LEAR CORPORATION,
a Delaware corporation

By: 

Print: William P. McLaughlin

Its: Vice President Global Tax

CITY OF DETROIT

PLANNING & DEVELOPMENT DEPT.

By: _____

Print: _____

Its: _____

THIS AGREEMENT WAS APPROVED BY
THE CITY COUNCIL ON:

APPROVED BY LAW DEPARTMENT
PURSUANT TO § 7.5-206 OF THE
CHARTER OF THE CITY OF DETROIT

Date

Corporation Counsel

Date

**THIS AGREEMENT IS NOT EFFECTIVE OR VALID UNTIL APPROVED BY
RESOLUTION OF THE CITY COUNCIL, SIGNED BY ALL PARTIES HERETO, AND
AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE IS APPROVED BY THE
MICHIGAN STATE TAX COMMISSION**

ADDENDUM 1
Requirements

NONE.

EXHIBIT A
Application for Industrial Facilities Exemption Certificate

EXHIBIT B
Detroit City Council Resolution
Granting the Industrial Facilities Exemption Certificate



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

Phone: 313.224.6380
Fax: 313.224.1629
www.detroitmi.gov

October 7, 2022

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

RE: Request for Public Hearing regarding the Approval for an Industrial Facilities Exemption Certificate on behalf of Lear Corporation in the general area of 9501 Conner St., Detroit, Michigan, in accordance with Public Act 198 of 1974. (Petition # 1329)

Honorable City Council:

Representatives of the Housing and Revitalization Department, Planning and Development and Finance Departments have reviewed the above referenced petition of the following entity which requests City approval for an Industrial Facilities Exemption Certificate.

Based on discussions with company representatives and examination of the submitted application, we are convinced this company meets the criteria for tax relief as set forth by Public Act 198 of 1974 as amended.

| | |
|--------------------|---|
| COMPANY: | Lear Corporation |
| ADDRESS: | 9501 Conner St. Detroit, Michigan |
| LOCATED IN: | Industrial Development |
| TYPE OF BUSINESS: | Manufacturing |
| INVESTMENT AMOUNT: | Real Property: \$ <u>18,200,200</u> Personal Property: \$ <u>21,055,730</u> Total: \$ <u>39,255,930</u> |
| EMPLOYMENT: | New hires: <u>350</u> |

We request that a Public Hearing be held for the purpose of considering City approval of an Industrial Facilities Exemption Certificate.

Respectfully submitted,

DocuSigned by:
Veronica Farley-Seybert
0C5CC8030281463...
Veronica. Farley
Tax Incentive Manager

VF/jc

cc: G. Fulton, Mayor's Office
A. Bryant, PDD
J. Schneider, HRD
J. Cook, HRD



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

Phone: 313.224.6380
Fax: 313.224.1629
www.detroitmi.gov

BY COUNCILMEMBER _____

WHEREAS, pursuant to Act No. 198 of the Public Acts of 1974, as amended ("1974"), this City Council has the authority to establish "Industrial Development Districts" and "Plant Rehabilitation Districts" within the boundaries of the City of Detroit,

WHEREAS, Lear Corporation. has petitioned this City Council for the approval of an Industrial Facilities Exemption Certificate based upon said "districts" in the area of **9501 Conner St.** in the City of Detroit;

WHEREAS, Act 198 requires that prior to the approval of an Industrial Facilities Exemption Certificate, City Council shall provide an opportunity for a hearing on the approval of the Industrial Facilities Exemption Certificate at which, any representative of a taxing authority levying *ad valorem* taxes, or any resident or taxpayer of the City of Detroit may appear and be heard on the matter;

NOW THEREFORE BE IT

RESOLVED, that on the ____ day of _____, **2022**, at ____ a.m., a Public Hearing be held on the approval of an Industrial Facilities Exemption Certificate on the property referred to above and more fully described in the application attached hereto; and be it finally,

RESOLVED, that the City Clerk will provide notice of the Public Hearing to the general public by publication and shall give written notice by certified mail to the taxing authorities and to the owners of all real property within the proposed Development District.



DEPARTMENTAL SUBMISSION

DEPARTMENT: Housing and Revitalization
FILE NUMBER: Housing and Revitalization-0265

*** RE:**

FY 2022-23 BUDGET AMENDMENT TO CDBG/NOF, ESG, HOME & HOPWA

*** SUMMARY:**

The Housing & Revitalization Department (HRD) hereby requests to amend the 2022-23 Community Development Block Grant/Neighborhood Opportunity Fund (CDBG/NOF), Emergency Solutions Grant (ESG), HOME Investment Partnerships (HOME) and Housing Opportunities for Persons With Aids (HOPWA) budgets to reflect the actual allocations received from the U.S. Department of Housing and Urban Development (HUD). Please see the attached spreadsheet (Schedule A) for account information relative to this amendment.

The fiscal year 2022-23 budget for HUD's final allocations were received after the Departmental budgets were finalized. Therefore, the budget in these programs needs to be adjusted to reflect HUD's final allocations. The Department is requesting that the revisions are approved to enable HRD to begin working with the actual allocations and community partners to facilitate the great work planned in the City of Detroit.

*** RECOMMENDATION:**

We respectfully request that your Honorable Body approve the attached resolution authorizing this amendment to the 2022-23 budget for the stated purpose.

*** DEPARTMENTAL CONTACT:**

Name: Warren T. Duncan
Position: Grants Manager

***=REQUIRED**



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

Phone: 313.224.6380
Fax: 313.224.1629
www.detroitmi.gov

September 26, 2022

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

RE: FY 2022-23 BUDGET AMENDMENT TO CDBG/NOF, ESG, HOME & HOPWA

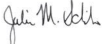
Honorable City Council:

The Housing & Revitalization Department (HRD) hereby requests to amend the 2022-23 Community Development Block Grant/Neighborhood Opportunity Fund (CDBG/NOF), Emergency Solutions Grant (ESG), HOME Investment Partnerships (HOME) and Housing Opportunities for Persons With Aids (HOPWA) budgets to reflect the actual allocations received from the U.S. Department of Housing and Urban Development (HUD). Please see the attached spreadsheet (Schedule A) for account information relative to this amendment.

The fiscal year 2022-23 budget for HUD's final allocations were received after the Departmental budgets were finalized. Therefore, the budget in these programs needs to be adjusted to reflect HUD's final allocations. The Department is requesting that the revisions are approved to enable HRD to begin working with the actual allocations and community partners to facilitate the great work planned in the City of Detroit.

We respectfully request that your Honorable Body approve the attached resolution authorizing this amendment to the 2022-23 budget for the stated purpose.

Respectfully submitted,

DocuSigned by:

E17650515DAF4C9...

Julie Schneider
Director

DocuSigned by:

42C91AA10FE84AD...

Office of Budget

Attachment

cc: Gail Fulton, Mayor's Office
Val Miller, HRD

BY COUNCIL MEMBER _____

WHEREAS, the Detroit City Council hereby approved Fiscal Year 2022-23 City's estimated Budgets for the Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), HOME Investment Partnerships (HOME) and Housing Opportunities for Persons With Aids (HOPWA); and

WHEREAS, the Mayor of the City of Detroit, Michael E. Duggan, is hereby authorized to amend the revised 2022-23 budget w/appropriation numbers for revenues and expenditures, including all understandings and assurances contained therein to the U.S. Department of Housing and Urban Development (HUD) in accordance with the foregoing communication; and

RESOLVED, that the Budget Director be and is hereby authorized to increase CDBG Appropriation #06102 HRD Letter of Credit revenues by \$772,647; and

RESOLVED, that the Budget Director be and is hereby authorized to increase CDBG Appropriation #20234 HRD-Office of Administration by \$154,529; and

RESOLVED, that the Budget Director be and is hereby authorized to increase CDBG Appropriation #20541 Pre-Development – Affordable Housing by \$502,221; and

RESOLVED, that the Budget Director be and is hereby, authorized to amend the existing budget with appropriation numbers for revenues and expenditures, to be reflected in the budget allocations for FY 2022-23 CDBG/NOF **Public Service** Section of the Schedule A budgeted activities as outlined in the attached spreadsheet; and

RESOLVED, that the Budget Director be and is hereby, authorized to amend the existing budget with appropriation numbers for revenues and expenditures, to be reflected in the budget allocations for FY 2022-23 CDBG/NOF **Homeless Public Service** Section of the Schedule A budgeted activities as outlined in the attached spreadsheet; and

RESOLVED, that the Budget Director be and is hereby authorized to increase ESG expenditures and revenues Appropriation #13340 by \$127,661; and

RESOLVED, that the Budget Director be and is hereby authorized to increase HOME expenditures and revenues Appropriation #13171 HOME Admin by \$105,065; and

RESOLVED, that the Budget Director be and is hereby authorized to increase HOME expenditures and revenues Appropriation #10821 HOME Projects by \$945,580; and

RESOLVED, that the Budget Director be and is hereby authorized to increase HOPWA (Health Department) expenditures and revenues Appropriation #21050 by \$142,505; and

RESOLVED, that the Budget Director be and is hereby authorized to increase HOPWA (Housing and Revitalization) expenditures and revenues Appropriation #20928 Administration (Staff) by \$5,587; and

RESOLVED, that the Budget Director be and is hereby authorized to decrease the CDBG/NOF Appropriation # 12168 Homeless Public Service (unallocated) by \$2,531,478; and

BE IT FINALLY RESOLVED, that the Finance Director be and is hereby authorized to accept and process all documents reflecting these changes.

SCHEDULE A

| Appr | Program/Activity Name | APPROVED BUDGET FY 22- 23 | ADDITIONAL ALLOCATION | PROPOSED AMENDED BUDGET FY 22-23 |
|--------------------------|---|---------------------------------|--------------------------|---|
| CDBG EXPENDITURES | | | | |
| 20234 | HRD - Office of Administration | 1,944,078 | 154,529 | 2,098,607 |
| 20238 | HRD - Office of Hsg Un - Supportive Hsg | 540,847 | | 540,847 |
| 13170 | HRD - Office of Programmatic Un - NOF & CDBG Initiatives | 1,615,640 | | 1,615,640 |
| 5797 | Eight Mile Blvd | 25,000 | | 25,000 |
| 10355 | Fair Housing Awareness | 50,000 | | 50,000 |
| 20234 | Policy Team Staffing - CDBG | 410,773 | | 410,773 |
| | HRD SUB-TOTAL | 4,586,338 | | 4,740,867 |
| | PLANNING AND DEVELOPMENT | | | |
| 14027 | PDD - Planning - Staffing | 2,164,270 | | 2,164,270 |
| | PDD SUB-TOTAL | 2,164,270 | | 2,164,270 |
| | ADMIN AND PLANNING TOTAL | 6,750,608 | | 6,905,137 |
| 13635 | GSD Parks | 1,247,567 | | 1,247,567 |
| 21091 | CHOICE Neighborhoods Grant Match | 1,500,000 | | 1,500,000 |
| | HOME REPAIR | | | |
| 10409 | CDBG Match - LEAD Grant | 1,500,000 | | 1,500,000 |
| 20153 | Conventional Home Repair | 1,339,893 | | 1,339,893 |
| 13609 | 0% Interest Home Repair Program | 3,000,000 | | 3,000,000 |
| | SUB-TOTAL | 5,839,893 | | 5,839,893 |
| 20636 | Community Development/Single Family Housing Activities - Staffing | 2,752,344 | | 2,752,344 |
| | SUB-TOTAL | 2,752,344 | | 2,752,344 |
| | HOME REPAIR TOTAL | 8,592,237 | | 8,592,237 |
| | HOUSING DEVELOPMENT | | | |
| 20238 | HRD - Multi Family Staffing | 941,898 | | 941,898 |
| 20541 | Pre-Development - Affordable Housing | 1,000,000 | 502,221 | 1,502,221 |
| 21090 | CDO/CDC Homebuyer Rehab | 1,300,000 | | 1,300,000 |
| | DEVELOPMENT TOTAL | 3,241,898 | | 3,744,119 |
| 11496 | PUBLIC FACILITY REHAB | | | |
| 21122 | IFF | 860,369 | | 860,369 |
| 10124 | St. Vincent & Sarah Fisher Ctr. | 139,631 | | 139,631 |
| | PFR TOTAL | 1,000,000 | | 1,000,000 |
| 12168 | HOMELESS PUBLIC SERVICE | | | |
| 12168 | Homeless Public Service (unallocated) | 2,531,478 | (2,531,478) | 0 |
| | EMERGENCY SHELTER | | | |
| 11784 | Alternatives for Girls | 0 | 78,645.31 | 78,645.31 |
| 11838 | Cass Community Social Services Family Shelter | 0 | 44,798.56 | 44,798.56 |
| 11785 | Coalition on Temporary Shelter (COTS) | 0 | 110,948.56 | 110,948.56 |
| 11786 | Covenant House Michigan | 0 | 72,518.56 | 72,518.56 |
| 11791 | Freedom House | 0 | 72,238.91 | 72,238.91 |
| 11800 | Michigan Veteran's Foundation | 0 | 32,198.56 | 32,198.56 |
| 12708 | Methodist Children's Home Society of Michigan | 0 | 56,030.00 | 56,030.00 |
| 11801 | Neighborhood Service Organization (NSO) | 0 | 240,000.00 | 240,000.00 |
| 13644 | Salvation Army | 0 | 80,000.00 | 80,000.00 |
| 11809 | YWCA Interim House | 0 | 51,728.56 | 51,728.56 |
| | EMERGENCY SHELTER SUB-TOTAL | 0 | 839,107.02 | 839,107.02 |
| | WARMING CENTERS | | | |
| 11838 | Cass Community Social Services - Warming Center | 0 | 78,424.12 | 78,424.12 |
| | WARMING CENTER SUB-TOTAL | | 78,424.12 | 78,424.12 |
| | HOMELESS PREVENTION | | | |
| 06505 | Legal Aid Defender | 0 | 145,387.00 | 145,387.00 |
| 11893 | Matrix Human Services | 0 | 60,997.94 | 60,997.94 |
| 11806 | United Community Housing Coalition | 0 | 275,000.00 | 275,000.00 |
| | HOMELESS PREVENTION SUB-TOTAL | 0 | 481,384.94 | 481,384.94 |
| | RAPID REHOUSING | | | |
| 11784 | Alternatives for Girls | 0 | 47,015.60 | 47,015.60 |
| 20340 | Community Home Support | 0 | 31,515.60 | 31,515.60 |
| 20340 | Community Home Support (Shelter Placement) | 0 | 95,228.63 | 95,228.63 |
| 20545 | Ruth Ellis | 0 | 47,015.60 | 47,015.60 |
| | RAPID REHOUSING SUB-TOTAL | 0 | 220,775.43 | 220,775.43 |

SCHEDULE A

| Appr | Program/Activity Name | APPROVED BUDGET FY 22- 23 | ADDITIONAL ALLOCATION | PROPOSED AMENDED BUDGET FY 22-23 |
|-------|---|---------------------------------|--------------------------|---|
| | <i>STREET OUTREACH</i> | | | |
| 11838 | Cass Community Social Services | 0 | 166,829.55 | 166,829.55 |
| 11896 | Central United Methodist Church (The Noah Project) | 0 | 215,000.00 | 215,000.00 |
| 20340 | Community Home Support | 0 | 166,829.05 | 166,829.05 |
| 11801 | Neighborhood Service Organization | 0 | 175,000.00 | 175,000.00 |
| 20546 | Detroit Health Department Street Outreach (Code Blue) (Detroit Safe Clean Decent) | 0 | 246,076.39 | 246,076.39 |
| | STREET OUTREACH SUB-TOTAL | | 969,734.99 | 969,734.99 |
| | | | | |
| | HOMELESS PUBLIC SERVICE TOTAL | 2,531,478 | 2,589,426.50 | 2,589,426.50 |
| | | | | |
| | PUBLIC SERVICE | | | |
| 13837 | Summer Jobs Program (NRSA) | 1,500,000 | | 1,500,000 |
| | SUBTOTAL PS NRSA | 1,500,000 | | 1,500,000 |
| | | | | |
| 12945 | Unassigned Projects | | | |
| | | | | |
| | EDUCATION | | | |
| 7523 | Accounting Aid Society | 88,750 | 1,666.50 | 90,416.50 |
| 11838 | Cass Community Social Services | 62,250 | 1,655.00 | 63,905.00 |
| 20647 | Center for Employment Opportunities | 77,250 | 1,655.00 | 78,905.00 |
| 4139 | DAPCEP | 67,250 | 1,655.00 | 68,905.00 |
| 5983 | Dominican Literacy Center | 77,250 | 1,655.00 | 78,905.00 |
| 21120 | Family Assistance for Renaissance Men | 62,250 | 1,655.00 | 63,905.00 |
| 11167 | Greening of Detroit | 67,250 | 1,655.00 | 68,905.00 |
| 6709 | International Institute | 77,250 | 1,655.00 | 78,905.00 |
| 11554 | Mercy Education Project | 77,250 | 1,655.00 | 78,905.00 |
| 4898 | Ser Metro | 72,250 | 1,655.00 | 73,905.00 |
| 20156 | Sienna Literacy | 67,250 | 1,655.00 | 68,905.00 |
| 20954 | Southwest Economic Solution Corporation | 77,250 | 1,655.00 | 78,905.00 |
| 13840 | Sowing Empowerment & Economic Dev (SEED) | 62,250 | 1,655.00 | 63,905.00 |
| 10124 | St. Vincent & Sarah Fisher Ctr. | 77,250 | 1,655.00 | 78,905.00 |
| 13562 | The Youth Connection | 77,250 | 1,655.00 | 78,905.00 |
| 13556 | Urban Neighborhood Initiative | 62,250 | 1,655.00 | 63,905.00 |
| 05178 | Wellspring | 77,250 | 1,655.00 | 78,905.00 |
| 13646 | YMCA | 62,250 | 1,655.00 | 63,905.00 |
| | EDUCATION SUB-TOTAL | 1,292,000 | 29,801.50 | 1,321,801.50 |
| | | | | |
| | HEALTH | | | |
| 20630 | My Community Dental | 77,250 | 1,655.00 | 78,905.00 |
| 20792 | Project Healthy Community | 72,250 | 1,655.00 | 73,905.00 |
| 4178 | World Medical Relief | 72,250 | 1,655.00 | 73,905.00 |
| | HEALTH SUB-TOTAL | 221,750 | 4,965.00 | 226,715.00 |
| | | | | |
| | RECREATION | | | |
| 11547 | Clark Park Coalition | 72,250 | 1,655.00 | 73,905.00 |
| 20648 | Cody Rouge Community Action Alliance | 72,250 | 1,655.00 | 73,905.00 |
| 11499 | Coleman A. Young Foundation | 61,978 | 1,655.00 | 63,633.00 |
| 5544 | Southwest Detroit Business Association | 62,250 | 1,655.00 | 63,905.00 |
| 13397 | Teen Hype Youth Development | 77,250 | 1,655.00 | 78,905.00 |
| | RECREATION SUB-TOTAL | 345,978 | 8,275.00 | 354,253.00 |
| | | | | |
| | PUBLIC SAFETY | | | |
| 10620 | Jefferson Business Association | 72,250 | 1,655.00 | 73,905.00 |
| | PUBLIC SAFETY SUB-TOTAL | 72,250 | 1,655.00 | 73,905.00 |
| | | | | |
| | SENIORS | | | |
| 10154 | Bridging Communities | 72,250 | 1,655.00 | 73,905.00 |
| 6403 | Delray United Action Council | 67,250 | 1,655.00 | 68,905.00 |
| 21121 | Disability Network | 67,250 | 1,655.00 | 68,905.00 |
| 10621 | L&L Adult Day Care | 77,250 | 1,655.00 | 78,905.00 |
| 5662 | LASED | 72,250 | 1,655.00 | 73,905.00 |
| 20488 | Luella Hannan Memorial | 77,250 | 1,655.00 | 78,905.00 |
| 11893 | Matrix Human Services | 77,250 | 1,655.00 | 78,905.00 |
| 5149 | St. Patrick Senior Center | 88,750 | 1,667.00 | 90,417.00 |
| | SENIORS SUB-TOTAL | 599,500 | 13,252.00 | 612,752.00 |
| | | | | |
| | PUBLIC SERVICE TOTAL (EXCLUDING NRSA PS) | 5,062,956 | 115,897.00 | 5,178,853 |
| | | | | |
| 13529 | SECTION 108 LOANS | | | |
| 13529 | Book Cadillac (Principal) | 859,000 | | 859,000 |
| 13529 | Book Cadillac (Interest) | 54,115 | | 54,115 |

SCHEDULE A

| Appr | Program/Activity Name | APPROVED | | PROPOSED |
|------------------------|--------------------------------|---------------|------------|------------|
| | | BUDGET FY 22- | ADDITIONAL | AMENDED |
| | | 23 | ALLOCATION | BUDGET FY |
| | | | | 22-23 |
| 13529 | Fort Shelby (Principal) | 1,709,000 | | 1,709,000 |
| 13529 | Fort Shelby (Interest) | 214,837 | | 214,837 |
| 13529 | Garfield II (Principal) | 468,732 | | 468,732 |
| 13529 | Garfield II (Interest) | 118,168 | | 118,168 |
| 13529 | Garfield Sugar Hill (Interest) | 125,066 | | 125,066 |
| 13529 | Mexicantown (Principal) | 397,000 | | 397,000 |
| 13529 | Mexicantown (Interest) | 15,632 | | 15,632 |
| 13529 | Woodward Garden (Principal) | 618,000 | | 618,000 |
| 13529 | Woodward Garden (Interest) | 278,224 | | 278,224 |
| | SECTION 108 TOTAL | 4,857,774 | | 4,857,774 |
| | | | | |
| | TOTAL CDBG | 33,753,040 | 772,647.00 | 34,525,687 |
| | | | | |
| CDBG ALLOCATION | | | | |

FY 2022 Community Planning and Development Formula Program Allocations

| NAME | STA | CDBG | RHP | HOME | ESG | HOPWA | HTF |
|---------|-----|--------------|-----|-------------|-------------|-------------|-----|
| Detroit | MI | \$34,525,687 | \$0 | \$7,489,290 | \$2,986,626 | \$3,239,696 | |

City of Detroit

CITY COUNCIL


GABRIELA SANTIAGO-ROMERO

COUNCIL MEMBER, DISTRICT 6

MEMORANDUM

TO: Council President Mary Sheffield
Council President Pro-Tem James Tate
Council Member Mary Waters
Council Member Coleman A. Young II
Council Member Angela Whitfield Calloway
Council Member Scott Benson
Council Member Latisha Johnson
Council Member Fred Durhal III

THRU: Council Member Mary Sheffield, Council President

FROM: Council Member Gabriela Santiago-Romero 

DATE: 9-29-22

RE: Resident Concerns re: 3085 West Jefferson

I am forwarding a communication on behalf of my constituents for consideration by my honorable colleagues. This includes a letter from the Hubbard Richard Resident Association and Hubbard Farms Neighborhood Association urging council to allow time for a community benefits discussion and for answers to concerns about the sale of 3085 W. Jefferson with the Detroit International Bridge Company. Also attached is a community petition from October 2021 with 500+ signatures urging the City to not transfer publicly owned land in Riverside Park until there is a legally binding community benefits agreement.

Please do not hesitate to contact my office if you have any questions. Thank you.

Cc: Honorable Detroit City Council
Louise Jones, City Clerk's Office
Gail Fulton, City Council Liaison



September 29th, 2022

To: Detroit City Council

From: Sam Butler, Hubbard Richard Residents Association and Deb Sumner, Hubbard Farms Neighborhood Association

RE: Don't Approve the DIBC Land Exchange without Community Protections & Benefits

Dear Honorable City Council –

We're writing on behalf of the Hubbard Richard Residents Association and the Hubbard Farms Neighborhood Association. We continue to have deep concerns about the proposed land transfer of 3085 W Jefferson and the ramifications of an expanded Port of Entry (POE) and additional bridge capacity at the Ambassador Bridge.

We have expressed our concerns in the past and will continue to provide detailed explanation of our concerns as the matter continues. As an example of our well-documented concern, please see the attached petition, submitted last October with more than 500 signatures.

Last fall, Detroit City Council did not finalize the land transfer in large part because there were too many questions related to the deal.

All of those questions still remain.

The public has not seen any plans for the new bridge or the expanded POE - plans that will significantly impact the community and must be reviewed before any land transfer is considered for approval.

For example, of considerable concern is how and where the existing Ambassador Bridge POE will expand when additional lanes are built across the Detroit River. U.S. Customs and Border Protection has confirmed that the current Ambassador Bridge POE would need significant improvement and expansion to meet current safety and security guidelines if crossing capacity is expanded. For comparison, the forthcoming Gordie Howe International Bridge requires a minimum of 167 acres for the POE serving a six-lane crossing. The Ambassador Bridge twinning will be an even larger infrastructure project as they intend to have 10 lanes of vehicle traffic across the river. Expanding the current 32-acre Ambassador Bridge POE to 167 acres will be devastating to the community – see the attached diagrams.

This is just one of numerous concerns we have. Before the land transfer is considered for approval, our community needs assurances - in writing - that future construction of all project elements are designed to protect the community from noise, air, light, vibration, and particulate pollution as well as to mitigate any negative aesthetic impacts on the neighborhood.

We urge City Council to require DIBC to provide a site plan depicting all elements of the project and a detailed description of planned pollution mitigation measures; And require that the information be shared with the community before any land transfer is considered. The transfer of 3085 W Jefferson puts in motion a massive border crossing project that will impact future generations of Detroiters. The planning for the Gordie Howe bridge took more than a decade before the final transfer of City property because of the extraordinary impacts that large infrastructure projects have on a community. The expansion of the Ambassador Bridge should have no less due diligence to ensure the interests of the citizens and City of Detroit are protected.

We have reached out to the DIBC, and are arranging meeting dates with them to see if they are willing to provide such benefits and protections. We simultaneously are actively engaging our neighbors to understand their concerns and possible solutions. Like all major infrastructure projects in the City, there will need to be significant community engagement and that process will take time. We strongly urge City Council to support this community engagement before calling the matter to vote.

Sincerely,

Sam Butler
President, Hubbard Richard Resident Association

Deb Sumner
Hubbard Farms Neighborhood Association

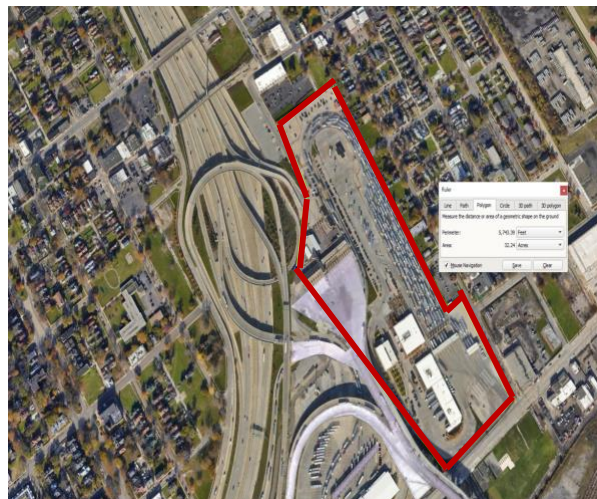
Port of Entry (Customs Plaza)

For a new 6-lane bridge, the minimum footprint of the Port of Entry (Customs Plaza) required to process the traffic is 167 acres.



Port of Entry (Customs Plaza)

For the current 4-lane Ambassador Bridge, the footprint of the Port of Entry (Customs Plaza) is only 32 acres. The current Port of Entry is a massive concrete pad with 24/7 vehicular traffic, no water retention to attenuate surface runoff, no landscaping or natural buffering for residents.



Port of Entry (Customs Plaza)

For the Ambassador Bridge to expand from 4-lanes to 10-lanes, it would require a massive expansion of the Port of Entry (Customs Plaza) to be at least as large as the 167 acres being required for the 6-lane Gordie Howe International Bridge. The outline above in red gives an indication of how much space would be minimally required for an expanded and modernized Port of Entry at the Ambassador Bridge. This expansion is required to accommodate increased traffic volume and corresponding inspections and seizures, staffing growth, enhanced security measures, and other operational requirements to meet the Customs and Border Protection mission.



Detroit City Council, Mayor Mike Duggan,

539 people have signed a petition on Action Network telling you to No Land Deal Without Community Benefits!.

Here is the petition they signed:

Dear Detroit City Council & Mayor Duggan,

DO NOT transfer a portion of the publicly-owned Riverside Park land to the Detroit International Bridge Co. (DIBC), who will use it to build a second bridge - UNTIL the City & its People have a Legally Binding Community Benefits Agreement (CBA) with the DIBC!

By comparison, the City did not transfer a single publicly-owned parcel to the Gordie Howe International Bridge (GHIB) Developer until a CBA had been reached.

Additionally, the undersigned demand that the community be given a chance to review the plans for the new bridge or any other DIBC expansion. This is critical to our public health and quality of life.

It would be irresponsible for the City of Detroit to transfer publicly-owned land without seeing designs for the new bridge and definitively knowing whether the old bridge will be demolished. A project of this magnitude deserves time for residents to comment on the plans - just like the GHIB Bridge Plans were made public with community engagement.

Any construction of another bridge or expansion of any kind would have irreparable and immediate impact on the nearby neighborhoods. The People deserve assurances that we will be protected, and provided community benefits. Before you transfer the land, the People deserve to see the plans, and we deserve a legally binding community benefits agreement!

You can view each petition signer and the comments they left you below.

Thank you,

Hubbard Richard Residents Association

1. Jacob Martinez (*ZIP code: 48216*)

No land deal without community benefits.

2. Raquel Garcia (*ZIP code: 48209*)

Our community cannot take more trucks. They will hold the land and then sell for a profit like Hantz farms.

3. Emmanuel Salcido (*ZIP code: 48216*)

Why the fuck do we need another

4. Hanan Yahya (ZIP code: 48210)

5. Alycia Meriweather (ZIP code: 48216)

Community benefits should be assured prior to deal
Public comment should be allowed on intended use for site
Public access to the river is important

6. Adela Casillas (ZIP code: 48216)

We do not want more pollution in the area!

7. Ashley Allen (ZIP code: 48216)

8. Aaron Lewis (ZIP code: 48209)

9. Aaron Stark (ZIP code: 48141)

10. Luis Benavides (ZIP code: 48216)

11. Abigail Jaske (ZIP code: 48336)

12. Alex Capp (ZIP code: 48216)

Do not approve!

13. Adrianne Kolano (ZIP code: 48216)

14. Aimé Casillas (ZIP code: 48216)

15. Hannah Lewis (ZIP code: 48209)

16. Andrea Fisher-Ruiz (ZIP code: 48216)

17. Alton Lewis (ZIP code: 48207)

18. Al Ingraham (ZIP code: 48183)

19. Alexa Eisenberg (ZIP code: 48206)

20. Alexandra Colletti (ZIP code: 48216)

Please demonstrate how this is allowable within the terms of the City's 5-10 year development master plan. Green space is limited in the City to begin with. Riverside park should be cherished!

21. Alexis Kellogg (ZIP code: 48209)

22. Alia Allen (ZIP code: 48216)

23. Aliccia Bollig-Fischer (ZIP code: 48216)

24. Alicia Lopez (ZIP code: 48209)

Please don't give more land to the bridge company! They have never had our community's best interests in mind. They continue to take more land and we do NOT want any opportunity for them to even be allowed to build a second span. There are too many trucks as it is.

25. Alicia Ellery (ZIP code: 48216)

The city might give public PARK land to a billion dollar family/corporation? A company with a well known history of negligent property ownership and a generally abhorrent reputation among city residents... Do I understand this correctly?

Is Duggan trying to look like an evil villain here?

How does an expanded bridge even benefit the people of the city? What would residents get out of this deal? With the Gordie Howe bridge coming to fruition, I don't know why the city would be inclined to help the Morouns at all. We don't need to placate them anymore. They know it. Why doesn't the mayor? Why is he STILL up the ass of people like the Illitches and Morouns? It's like he is the last person in the world to recognize how terribly ineffective they are. Wake up, Mike.

26. Alonso del Arte (ZIP code: 48216)

27. Lugo-Thomas Angela (ZIP code: 48203)

28. Amy Amador (ZIP code: 48216)

29. Amanda Holiday (ZIP code: 48209)

30. Alison Benjamin (ZIP code: 60618)

31. Amelia Duran (ZIP code: 48216)

32. Amy Slavko (ZIP code: 48209)

33. Ana Sandoval (ZIP code: 48216)

34. Ana Estefania Sandoval (ZIP code: 48216)

35. Andrea Scobie (ZIP code: 48223)

36. Andrew Johnston (ZIP code: 48216)

No new bridge please. Two is enough!

37. Johnson Angelo (ZIP code: 48216)

38. Jose Angulo (ZIP code: 48209)

39. Mary Anita Gutierrez (ZIP code: 48195)

My church is in the Detroit community - we were relocated due to the new bridge. Please be upfront with the community.

40. Ann Gourlay (ZIP code: 48216)

41. Armando Avila (ZIP code: 48216)

42. Ana Gomulka (ZIP code: 48209)

We deserve more information about the impacts of this deal on the surrounding communities including building and construction plans.

43. Alexis Douglas (ZIP code: 48239)

44. Ana Sledge (ZIP code: 48216)

45. Carolyn Baldwin (ZIP code: 48209)

46. Audrey McPartlin (ZIP code: 48209)

47. Ramona Rodriguez (ZIP code: 48209)

48. Ayana Thomas (ZIP code: 48216)

We are in Hubbard Townhouses and fully support the petition, as we deserve to know be a part of what is planned for our neighborhood.

49. Jeremy Bruyninga (ZIP code: 48216)

50. Adriana Zuniga (ZIP code: 48209)

51. Brad Radziewicz (ZIP code: 48216)

52. Maria Carmen Solis-Crowley (ZIP code: 48216)

53. Donna Auger-DeVoe (ZIP code: 48138)

54. Dorothy Bennick (ZIP code: 48216)

55. Suzanne Gauvreau (ZIP code: 48074)

Not without community benefits!!

56. Rebecca DonnellyHitch (ZIP code: 48216-1430)

This very important matter must be addressed

57. Ben Falik (ZIP code: 48070)

58. Anthony Benavides (ZIP code: 48216)

59. ROBERTA URBANI (ZIP code: 48138-1935)

60. Beverly Troy (ZIP code: 48216)

61. Biaohua Yu (ZIP code: 48202)

No land trade periodtttttt

62. William Saenz (ZIP code: 48134)

63. Bissell Zachary (ZIP code: 48209)

64. Barbara Anderson-Prusak (ZIP code: 48226)

65. Boleslovas Zubrick (ZIP code: 48216)

66. Betty Kennedy (ZIP code: 48220)

The residents of Hubbard Richard and the surrounding neighborhoods DESERVE to be protected from the continual intrusion of DIBC into the community. The city and Mayor Duggan need to stand up to this billion dollar corporation for once. Ensure that the citizens of Detroit who would be most affected by a bridge expansion are involved in the decisions and that THEIR health, safety and property are prioritized over the wishes of the company.

67. Brandon Klanke (ZIP code: 48073)

68. Peter Blackmer (ZIP code: 48209)

No public land for private development, period!

69. Barbara Locke (ZIP code: 48216)

Community benefits agreements help ensure that corporations who “benefit” from our neighborhood are good corporate citizens.

70. Ben Slightom (ZIP code: 48226)

71. Barbara Lewis (ZIP code: 47202)

72. Jason MacLeod (ZIP code: 48208)

73. Byron Osbern (ZIP code: 48206)

74. Britney Bouchey (ZIP code: 49503)

75. Brad Lutz (ZIP code: 48226)

76. Brandy Zink (ZIP code: 48219)

77. bronko popovich (ZIP code: 48209)

78. Christine Klimek (ZIP code: 48168)

79. Ann Byrne, President Springdale Woodmere Block Cub (ZIP code: 48209)

Please stop crying that fact that "community engagement" was done when this agreement totally ignored what 95% of the people were asking for. You can't ignore the engagement and then turn around and site that it was done. There was trickery and deceit at all the early engagement and that can be expected going forward. Council Members Benson is dillusional in thinking that BSEED can get the peoples' demands met during permit process or in thinking they will comply with Canada's demand that 1st span be demolished upon completion of the 2nd Kill this in committee!

80. garry cabbil (ZIP code: 48224)

We need transparency

81. Caitlin Stadler (ZIP code: 48933)

82. Callan VanHemert (ZIP code: 48216)

83. Cameron Thomas (ZIP code: 48221)

84. Chase Cantrell (ZIP code: 48221)

85. Stephen Pollard (ZIP code: 48216)

86. Cara Graninger (ZIP code: 48209)

87. Margaret Carden (ZIP code: 48207)

88. Carissa Welton (ZIP code: 48108)

89. Carl Gladstone (ZIP code: 48216)

90. Carlos Borrego (ZIP code: 48230)

To: Detroit City Council, Mayor Mike Duggan

From: Carlos Borrego

Dear Detroit City Council & Mayor Duggan,

DO NOT transfer a portion of the publicly-owned Riverside Park land to the Detroit International Bridge Co. (DIBC), who will use it to build a second bridge - UNTIL the City & its People have a Legally Binding Community Benefits Agreement (CBA) with the DIBC!

By comparison, the City did not transfer a single publicly-owned parcel to the Gordie Howe International Bridge (GHIB) Developer until a CBA had been reached.

Additionally, the undersigned demand that the community be given a chance to review the plans for the new bridge or any other DIBC expansion. This is critical to our public health and quality of life.

It would be irresponsible for the City of Detroit to transfer publicly-owned land without seeing designs for the new bridge and definitively knowing whether the old bridge will be demolished. A project of this magnitude deserves time for residents to comment on the plans - just like the GHIB Bridge Plans were made public with community engagement.

Any construction of another bridge or expansion of any kind would have irreparable and immediate impact on the nearby neighborhoods. The People deserve assurances that we will be protected, and provided community benefits. Before you transfer the land, the People deserve to see the plans, and we deserve a legally binding community benefits agreement!

91. Carmen Malis King (ZIP code: 48223)

92. Dr. Karl Rodig (ZIP code: 48213)

93. Austel Cheryl (ZIP code: 91321)

94. Cinthya Casillas (ZIP code: 48216)

We cannot have another bridge. The construction will bring more environmental hazards to the already heavily polluted Southwest Detroit. We need benefits and protections for the environment and residents that will stand the test of time, are sustainable and community driven

95. Celeste Belanger (ZIP code: 48208)

No land deal!!!

96. Elizabeth Hodge (ZIP code: 48101)

97. Charles Merz (ZIP code: 48230)

Matty Maroon can afford doing community benefits!!!

98. Evangelina Zamarron (ZIP code: 48216)

We don't want anything build there

99. Cheryl Gomez Preston (ZIP code: 91730)

I was born and raised in Detroit, and I am an honorably retired Detroit Police Officer.

100. Chelsea Richardson (ZIP code: 48216)

101. Cherry Hoskins (ZIP code: 48216)

102. George Riggert (ZIP code: 4822q)

103. Christine Driscoll (ZIP code: 48216)

104. Christopher Jarvis (ZIP code: 48216)

105. Clare Allenson (ZIP code: 48216)

106. Michael Clark (ZIP code: 48201)

107. Cristina Sanders (ZIP code: 48216)

108. Chris Moyer (ZIP code: 48230)

109. Curtis Truitt (ZIP code: 48214)

110. Carolyn Catlos (ZIP code: 48209)

I believe that Mayor Duggan and Detroit City Council should reject this plan until a legally binding community benefits package has been arranged and residents have clear and satisfactory answers about whether this new span will be a twin span or a replacement. Residents have the right to comment and weigh in on the exchange of land that is held in public trust.

111. Conor Mendenhall (ZIP code: 48209)

112. Conrado Zamora (ZIP code: 48216)

113. Chelsea (ZIP code: 48216)

114. Danny Martinez (ZIP code: 48216)

115. Mark Crowley (ZIP code: 48216)

116. Charlesetta Wilson (ZIP code: 48216)

This land deal will impact our homes and our families. The Bridge Company has been a terrible neighbor. We are the stakeholders. We have the right to have our voices heard.

We deserve a Community Benefits Agreement!

117. Dawn Patterson (ZIP code: 48244)

118. Dorothea Martin (ZIP code: 48214-0340)

This matter needs more study and community input.

119. Dana Paglia-King (ZIP code: 48082)

120. Dane Harvey (ZIP code: 48216)

Make the DIBC engage with the community

121. Daniel Martinez (ZIP code: 48216)

122. Danielle Stephens (ZIP code: 48235)

123. Danté Ramocan (ZIP code: 48208)

Why does it seem as though no public input was even attempted to be considered?

124. david krzezewski (ZIP code: 48216)

I am looking for more information on what the bridge company plans are? Adding a bridge, replacing the bridge, use the site as a terminal?

125. David Palmer (ZIP code: 48226)

126. David Esparza (ZIP code: 48216)

127. David Romero (ZIP code: 48216)

128. David Hardenbrook (ZIP code: 48207)

129. David Anderson (ZIP code: 48216)

130. Debra Driscoll (ZIP code: 48326)

131. Donna Sweeting (ZIP code: 48216)

132. Deborah Burke (ZIP code: 48221)

133. Deb Sumner (ZIP code: 48209-2444)

Please Act in the Peoples' BEST interests & Not DIBC! 1st get the Peoples' Community Benefits & see DIBC's 2nd Bridge Plans "before" giving the Peoples' city-owned park land!

134. Maria Del Angel (ZIP code: 48209)

135. Gerald Stewart (ZIP code: 48225)

136. Devin Foote (ZIP code: 48209)

137. Nancy Diehl (ZIP code: 48207)

138. Paul Byrne (ZIP code: 48603)

139. Rachael Zlomak-Parker (ZIP code: 48216)

140. Dolores Leonard (ZIP code: 48217)

I am opposed to the Bridge Company erecting a new span. The Gordy Howe Bridge was presented to the community as being adequate to accommodate projected traffic. Does Riverside Park belong solely to the Ambassador Bridge Company ?

141. Dave Mesrey (ZIP code: 48080)

Former DIBC employee here.

142. Dmitri Nguyen (ZIP code: 48312)

143. dolores popovich (ZIP code: 48209)

STOP & LISTEN TO THE PEOPLE!

144. Dom Korzecke (ZIP code: 48216)

145. Donna Broughton (ZIP code: 48209)

146. Richard Dooley (ZIP code: 48216)

147. Douglas Holmes (ZIP code: 48208)

148. Dora Page (ZIP code: 48216)

149. Daniel Patton (ZIP code: 48216)

Bridge company has not proven to be a good actor in the community in the past. We need assurances

150. Daniel Sherwood (ZIP code: 48216)

151. Shreve Dawn (ZIP code: 48193)

No deal!! Every Moroun deal is bad for the community. Their greed and selfishness always taking precedence over being good community partners or neighbors! Their track record speaks for itself.

152. Edith Colon (*ZIP code: 48210*)

153. Elizabeth Layman (*ZIP code: 48183*)

154. Emily Flores (*ZIP code: 48209*)

155. Dovie Jenkins (*ZIP code: 48202*)

156. Erin Pineda (*ZIP code: 48216*)

I am disgusted with how Detroit leadership continues to incentivize "development" of land (development in quotes because it often equates to land-grabs with no actual work occurring in a reasonable timeframe after project approval) without community input or approval.

157. Eamon Harnois (*ZIP code: 48216*)

158. Elizabeth Seagle (*ZIP code: 48216*)

The International Bridge Company has done nothing but damage to Detroit communities and there is no need for another bridge. Don't let them hurt our neighborhoods anymore!

159. Jacqueline Hunter (*ZIP code: 48214*)

Do not approve this deal! Protect Detroiters by protecting our land! We use Riverside park and it would be a shame to tear us from this park just to give it to a company that makes so much money!

160. Muhammad al-Sharkawi (*ZIP code: 48237*)

161. Ely Escobar (*ZIP code: 48228*)

162. Emily Albaran (*ZIP code: 48823*)

163. Emily Hyde (*ZIP code: 48235*)

164. Emma Torres (*ZIP code: 48209*)

165. Eric Bettis (*ZIP code: 48197*)

166. Erica Glenn (*ZIP code: 48228*)

Stop taking land from the people. \$2 million doesn't even begin to scratch the surface. That bridge needs to stop.

167. Eric Lomax (*ZIP code: 48209*)

168. Erin Van Campen (*ZIP code: 48216*)

I strongly oppose this deal. The bridge owners have not been good neighbors and do not deserve this deal. Please listen to the residents who voted you into office and not the corporations.

169. Stanley Erin (ZIP code: 48216)

170. Eugenia Wyatt (ZIP code: 48209)

171. Evan Markarian (ZIP code: 48221-1543)

172. Tara Young (ZIP code: 48207)

173. Evelyn Hoey (ZIP code: 48215)

174. Faizan Alam (ZIP code: 48188)

175. Dianne Feeley (ZIP code: 48209)

176. DARREN RUCKER (ZIP code: 33326)

177. Eric Finkler (ZIP code: 48216)

Marouns continue to try and disenfranchise residents and to suck our community clean of any resources for the average person to have any access to. We have to stop subsidizing corporations and reinvest in actual community members, not multi-million/billionaires.

178. Jennifer Moss (ZIP code: 48070)

179. robert reese (ZIP code: 49738)

180. Francis Grunow (ZIP code: 48202)

181. Howard Fueri (ZIP code: 48216)

182. Andrew Fuller (ZIP code: 48312)

I agree firmly that the community should be involved, and informed with any and all suggestion, selection, planning, construction, community benefit, and public land delegation.

183. Emilie Wetherington (ZIP code: 48216)

184. Gary Ringer (ZIP code: 48239)

185. Maria A Gavia-Muñoz (ZIP code: 48209)

186. Gayle Hernandez (ZIP code: 48195)

187. Evelyn Gonzalez (ZIP code: 48239)

188. Glynes Graham (ZIP code: 48216)

The Detroit Bridge Company has been nothing but damaging to our community for many years. Community benefits should not only be part of the package but should be legally, immediately enforceable in a way that is clearly meaningful to this company. It is naive to expect them to honor any agreements that are not enforceable in this way.

189. Susan Lindamood (ZIP code: 48210)

190. Gilberto Garza (ZIP code: 48216)

Stop catering to the bridge Duggan.

191. Jennifer Giroux (ZIP code: 48216)

192. Greg Baise (ZIP code: 48216)

193. Gregg Ward (ZIP code: 48209)

No land transfer prior to a community engagement process AND a confirmed Community Benefits Agreement.

194. Greg Mangan (ZIP code: 48202)

195. Lou Ai (ZIP code: 48128)

No deal!

196. Marvella Gutierrez (ZIP code: 48207)

197. Lucia Gutierrez (ZIP code: 48209)

198. Joel Haines (ZIP code: 48073)

199. Haley Grant (ZIP code: 48209)

200. Hannah Miller (ZIP code: 48216)

201. Hazel Blake (ZIP code: 48216)

202. Heidi West (ZIP code: 48220)

203. Henry McCoy (ZIP code: 48216)

204. Patrick Cooper-McCann (ZIP code: 48230)

205. Debra Ontiveroz (ZIP code: 48209)

206. Roger Paz (ZIP code: 48216)

207. Shea Howell (ZIP code: 48235)

208. Hilda Rangel (ZIP code: 48209)

209. Eric Blakey (ZIP code: 48207)

210. Jamez Stokes (ZIP code: 48202)

211. Mac Elabed (ZIP code: 48209)

212. Paul PJ Ryder (ZIP code: 48226)

I would rather not see any new Ambassador Bridge. Rebuild the one in place but no new bridge. If a bridge is to be built I do not think 2million in community benefits is enough. There should be a annual payment forever. After all the Marouns will own the land forever. They should support the community forever. The have done nothing to deserve favorable treatment such as this.

213. Irina Dimitrova (ZIP code: 48216)

214. Irma Saldivar (ZIP code: 48216)

215. Isabelle Romero (ZIP code: 48216)

It's been my experience for years that Hubbard Richard residents have been ignored by the mayor and city coucil when it comes to the Bridge. Let me remind those who sit on the council and to the mayor, The Marouns don't vote you in office the Residents do. We are not happy with what's going on I think we need someone who will go against big cooperation and put the residents first.

216. Ilona Varga (ZIP code: 48226)

217. Ismael Vargas (ZIP code: 48216)

218. Joshua Meriweather (ZIP code: 48216)

Community benefits should be assured prior to any deal

Public comment on intended use should also be facilitated prior to any deal

219. Jamie Farmer (ZIP code: 48214)

220. Jacob Osborne (ZIP code: 48216)

221. Jacob Yglesias (ZIP code: 48236)

Dear Detroit City Council & Mayor Duggan,

DO NOT transfer a portion of the publicly-owned Riverside Park land to the Detroit International Bridge Co. (DIBC), who will use it to build a second bridge - UNTIL the City & its People have a

Legally Binding Community Benefits Agreement (CBA) with the DIBC!

By comparison, the City did not transfer a single publicly-owned parcel to the Gordie Howe International Bridge (GHIB) Developer until a CBA had been reached.

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Any construction of another bridge or expansion of any kind would have irreparable and immediate impact on the nearby neighborhoods. The People deserve assurances that we will be protected, and provided community benefits. Before you transfer the land, the People deserve to see the plans, and we deserve a legally binding community benefits agreement!

222. jahdante smith (*ZIP code: 48207*)

223. Jai Singletary (*ZIP code: 48209*)

224. James Fisher (*ZIP code: 48216*)

225. Jami Wojtaszek (*ZIP code: 49779*)

226. Janelle Berres (*ZIP code: 48209*)

227. Jane Slaughter (*ZIP code: 48209*)

228. Jacques Driscoll (*ZIP code: 48216*)

229. Jose Rodriguez (*ZIP code: 48230*)

230. Jay Caudillo (*ZIP code: 48209*)

Don't put another fucking bridge up! We don't need one! One already getting work on! Start putting money into these small businesses

231. Robert Bowden (*ZIP code: 48216*)

232. Juan Sanchez (*ZIP code: 48209*)

233. Jessica Stone (*ZIP code: 48228*)

234. Jonathan Chezick (*ZIP code: 48216*)

235. Jeffrey Herbstman (ZIP code: 48216)

236. jeffrey hitch (ZIP code: 48216)

237. Jenna O (ZIP code: 48209)

The community will gain nothing! Residents are already being forced out. Why continue to take away. They want a bridge & Southwest wants to live.

238. Jeshua Yglesias (ZIP code: 48236)

239. Jesse Gonzales (ZIP code: 48209)

240. James Hartrick (ZIP code: 48209)

As a neighborhood resident of the DIBC and Ambassador Bridge, I am opposed to the land transfer. The land is worth MUCH more to residents of this neighborhood than the \$2 million that the city will receive in exchange. The DIBC has conflicting agreements/plans with the US and Canada when it comes to the plan to build a second span. It would be a tremendous wasted opportunity for the City Council to not put in basic protections for the residents most impacted by this deal. PLEASE listen to the neighbors.

241. Jihan Aiyash (ZIP code: 48212)

242. John Kelly (ZIP code: 48216)

243. Janet Ray (ZIP code: 48209)

I do not want any part of the Riverside Park to given away. This park is my only access to the river
Janet Ray
Hubbard resident

244. Pascual Jimenez (ZIP code: 48209)

245. Jonathan Zemke (ZIP code: 48201)

246. Jonathan Barth (ZIP code: 48826)

247. Jose Garza (ZIP code: 48216)

248. Jose Salinas (ZIP code: 48216)

249. James Dwyer (ZIP code: 48209)

250. Jennifer Gomez (ZIP code: 48167)

251. Jeffery Richards (ZIP code: 48216)

252. Joan Risgin (ZIP code: 48234)

I oppose any parkland being sold to the Mouron company. They have been destructive and malignant property stewards and owners in our city. Their neglect of the train station and numerous other holdings has blighted the city for decades. I oppose the riverside park land deal.

253. David Juan Roldan DeJesus (ZIP code: 48209)

254. Joyce Romero (ZIP code: 48216)

255. John Feret (ZIP code: 10037)

256. Jessica Trevino (ZIP code: 48216)

I really would prefer council NOT approve any land transfer at all.

Why on earth would you approve anything without a community benefit agreement. Think about the community that will continue to be disrupted by this possible bridge build.

Community should come first!

Thank you

Jessica Trevino

257. Juanita Saldivar (ZIP code: 48216)

258. Juan Avila (ZIP code: 48216)

259. Bryant Ron (ZIP code: 48134)

260. Jonathan Marceau (ZIP code: 48216)

261. Justine Yglesias (ZIP code: 48236)

262. Jacob Bolton (ZIP code: 48208)

263. Kelly Willis (ZIP code: 48362)

264. Kaity Nicastrì (ZIP code: 48209)

Please stop allowing the Ambassador Bridge company to injure our neighborhood. They need to show good faith that they truly care about the community they build in and profit from.

265. Karana Hales-Haywood (ZIP code: 48209)

We need to make sure Riverside Park is not negatively impacted by any land deal.

266. Karen Hammer (ZIP code: 48221)

Community

benefits and protections should

be assured before a deal is

approved, not after. This deal seems slanted towards the bridge developers, with little consideration

of community concerns. The community has to live with the results, and should NOT suffer from development. They should be a part of a mutual consideration of the bridge building effects over the decades to come.

Publicly owned land should NOT be re-zoned against the public and residents. The public is losing its assets, with little to compensate. The public should have leverage in this deal, to fairly compensate for loss of the land and any environmental and other effects resulting from construction and future traffic over the bridge.

267. Karen Marshall (ZIP code: 47125)

268. Kari Edgerton (ZIP code: 48066)
Do not give public land to private companies. Just don't.

269. Kathleen Cristoforo (ZIP code: 48045)

270. Kathy McGettigan (ZIP code: 48126-1871)

271. Kathleen Bridge (ZIP code: 48228)

272. Kirsten Brockmiller (ZIP code: 48183)

273. Kenneth Cook (ZIP code: 48183)

274. Kim Hunter (ZIP code: 48216)

275. Kelli Kavanaugh (ZIP code: 48216-1002)
We need more green space and DIBC has shown itself time and time again to not be a good land steward. Riverside Park is so important!

276. Kenneth Firestone (ZIP code: 48201)

277. Ken Sledge (ZIP code: 48216)
We as neighbors should have a say in our community's plans !!

278. Kevin Casillas (ZIP code: 48209)

279. Kevin Smith (ZIP code: 48195)

280. Hill Kevin (ZIP code: 48439)

281. Jesus Sandoval (ZIP code: 48216)

282. Kim Schroeder (ZIP code: 48201)

283. Leo Rhodes (*ZIP code: 48216*)

284. Keith Pascoe (*ZIP code: 48362*)

285. Kristin Hurley (*ZIP code: 48216*)

286. Kristina Garita (*ZIP code: 48209*)

287. Jacqueline Bell (*ZIP code: 48207*)

An international bridge should not be privately owned!

288. Kyle (stephaniechang) de Beausset (*ZIP code: 48138*)

289. Larry Alcantar (*ZIP code: 48195*)

There is no need for a third span.

No public land for this private enterprise.

290. Lauren Small (*ZIP code: 48226*)

291. Lauren Bruyninga (*ZIP code: 48216*)

292. Lauren Pascoe (*ZIP code: 48455*)

293. Lauryn Turner (*ZIP code: 48216*)

294. Layla Turner (*ZIP code: 48216*)

295. Laura Sanchez (*ZIP code: 48209*)

296. Lynne Hopkins (*ZIP code: 49659*)

297. Leeann Drees (*ZIP code: 48207*)

298. Lauren Milia (*ZIP code: 48216*)

299. Leticia Hernandez (*ZIP code: 76123*)

300. Luis Martinez (*ZIP code: 48216*)

Please consider the interests of the community before setting on a land deal.

301. Lindsey Matson (*ZIP code: 48209*)

302. Elizabeth Gonzalez (*ZIP code: 48210*)

The community needs to see benefits

303. Lisa Swiggins (ZIP code: 48216)

304. Elizabeth Bedore (ZIP code: 48216)

Can't believe this is even being considered after wiping out so much for the bridge already.

305. Elizabeth Baskerville (ZIP code: 98118)

As a former resident of Detroit, I am signing this petition to support the community of SouthWest Detroit. For far too long they have been at the receiving end of environmental justice harms. This land transfer process must be transparent and include community benefits for the people most impacted by the construction, destruction, and ongoing traffic along the bridge. Thank you!

306. Lou Novak (ZIP code: 48221)

The Bridge Company must promise and deliver community benefits

307. Lurdes Arambula (ZIP code: 48216)

308. Lydia Chouinard (ZIP code: 48210)

309. Lynsey Byrne (ZIP code: 49685)

310. margaret mcguinness (ZIP code: 48240)

311. Sasha Roberts-Levi (ZIP code: 48390)

It is so outrageous how Detroit favors profit over people.

312. John Maguire (ZIP code: 48203)

313. Martin Monks (ZIP code: 48138)

Detroit should build there own bridge. The income would support the citizens of Detroit for generations.

314. Sean Mann (ZIP code: 48216)

315. Marcus Burrowes (ZIP code: 48216)

316. Margie Martin (ZIP code: 48216)

317. Maria Prado (ZIP code: 48216)

318. Maria Robles (ZIP code: 48210)

Maria Robles

319. Maria Salinas (ZIP code: 49209)

City Council Please don't sell us out.

320. Marissa Kresch (ZIP code: 48226)

321. Marissa Rossman (ZIP code: 48214)

322. Martina Guzman (ZIP code: 48216)

323. Mary Clare Duran (ZIP code: 48209)

324. Maureen Sheahan (ZIP code: 48033)

Actually, I'd prefer you not give the Morouns any more of the land and community of Detroit. They have done enough damage!

325. Matthew Sumner (ZIP code: 48209)

Stop this injustice to the People! CBA "before" any Peoples-Owned Land transfer to Bridge Co. for their 2nd Bridge!

326. Matt Homrich-Knieling (ZIP code: 48209)

327. Mary Beth Staffin (ZIP code: 48216)

328. Maria Catalfio (ZIP code: 48236)

329. Meghan McGowan (ZIP code: 48214)

330. Mary M DeSantis (ZIP code: 48215)

331. Claudia Meeks (ZIP code: 48224)

Please stop giving away our property for nothing..

332. Meghan Wolf (ZIP code: N8M0A2)

I live in Windsor- as an American- and I hate to see what the Ambassador Bridge company has done to the land they got in Windsor. A completely blighted neighborhood. Do NOT let them do this again.

333. Melinda Romero (ZIP code: 48216)

334. Melanie Markowicz (ZIP code: 48214)

335. Carole Kronberg (ZIP code: 48223)

336. MIGUEL GAMBOA (ZIP code: 48210-2828)

337. Margaret Linkous (ZIP code: 48214)

338. Michael Haggerty (ZIP code: 48192)

No new bridge. No second span. No Land Deal Without Community Benefits!

339. Robert Ayala (ZIP code: 48101)

340. Michael Smith (ZIP code: 48209)

No land transfer should happen without a) knowing whether the plan is a replacement bridge or a twin bridge span and b) without a firm commitment to community benefits. The value of the latter is likely to far exceed any donation given by the DIBC for the land transfer as well.

Thank you,
Mike

341. Spicer Michelle (ZIP code: 48209)

342. Mary Kaunelis (ZIP code: 48187)

I grew up in southwest Detroit and have many friends who still live in the community. Please consider this message!

343. Mary Minock (ZIP code: 48216)

344. Monique S (ZIP code: 48227)

345. Maureen Allenson (ZIP code: 48216)

Detroit City Council and Mayor Duggan should represent the common good (nearby residents and neighborhoods) and not cater to private interests, especially a private business that has a long history of thumbing it's nose to individuals, neighborhoods, and to both city and state governments.

346. Martha Potere (ZIP code: 48216)

347. Myett Risker (ZIP code: 48209)

348. Lauren Hood (ZIP code: 48202)

349. mary hanna-Ferrell (ZIP code: 48204)

Big business should NOT get everything, the communities that always get moved and shoved out of the way are the low income, the black and the brown, what is in it for them? moving communities all about is just not right.

350. Matt Mueller (ZIP code: 48216)

351. Marilou Vadnais (ZIP code: N9K1C4)

352. Nancy Finegood (ZIP code: 48827)

353. Nathaniel Mullen (ZIP code: 48201)

354. Nicolas Cucinella (ZIP code: 48214)

355. Diaz Nelida (ZIP code: 48210)

356. Shaun Nethercott (ZIP code: 48209)

The Bridge Company has not operated in good faith with this neighborhood for many decades. It is critical that a legally binding community benefits agreement, with appropriate clawbacks if terms are not met, the land use changes, or the property is sold, be negotiated before any transfer of public land is completed.

357. NICOLE FITZMAURICE (ZIP code: 48209)

358. Nicholas A Bernbeck (ZIP code: 48216)

359. Christina Parizon (ZIP code: 48209)

360. Nina Fawaz (ZIP code: 48209)

361. Nancy Sizer (ZIP code: 48201)

362. Noel Owen (ZIP code: 48216)

363. Nzingha Masani-Manuel (ZIP code: 48202)

Member of the Detroit Affordable Housing Task Force

364. Jenni Omness (ZIP code: 48216)

365. Alisha Opperman (ZIP code: 48216)

366. Oren Brandvain (ZIP code: 48216)

367. Denna Calles (ZIP code: 48216)

368. Louis Palmer (ZIP code: 48216)

No Land Deal Without Community Benefits!

369. Pamala Turner (ZIP code: 48216)

370. Pamala Turner (ZIP code: 48216)

371. Paola Villa (ZIP code: 48146)

372. patricia bosch (ZIP code: 48234)

No deal without a CBA and an opportunity to review the proposed plans in advance to any deal that involves the transfer of public land

373. patti walkley (ZIP code: 48108)

374. Patricia Pascoe (ZIP code: 48362)

375. Nicholas Pollard (ZIP code: 48216)

No new bridge please. Two is enough!

376. Deborah Thompson (ZIP code: 48207)

377. Kina Jones (ZIP code: 48146)

My family has been subjected to the bridge traffic and changes and expected to just adopt as the changes come. Taxes rise as the rich continues to benefit. So should the community be compensated, not just taxed.

378. Raquel Castañeda-López (ZIP code: 48209)

379. Anne Rashid (ZIP code: 15221)

380. Rashida Tlaib (ZIP code: 48208)

We deserve to breathe clean air and our public health should be put first.

381. Robin Briggs (ZIP code: 48124)

382. Richard Thorsby (ZIP code: 48202)

383. Robert Deason (ZIP code: 48209)

The bridges own enough of our land. Now that they tore down delray and bought that as well.

384. Roger Drugalis (ZIP code: 48173)

385. Rea Maci (ZIP code: 48209)

386. Tatiana Pastor (ZIP code: 48216)

387. Riana Elyse Anderson (ZIP code: 48207)

388. rick erdelyi (ZIP code: 71129-4402)

389. Benjamin Ratner (ZIP code: 48209)

390. Roger Lesinski (ZIP code: 48067)

391. Poling Rebecca (ZIP code: 48073)

392. Robert Rupert (ZIP code: 48216)

393. Robyn Ussery (ZIP code: 48216)

Detroiters who are still living here, chose to make a life here and worked to make a better space than what we received BEFORE THE BANKRUPTCY and before the Empowerment Zone era should be a part and parcel of the current Detroit growth and development.

We should not be pushed out and priced out for newcomers and new money.
- Robyn Ussery

394. Rodriguez Beatrice (ZIP code: 48210)

395. Winn Roger (ZIP code: 48221)

As a Detroit resident, I do not want this land deal to go through.

396. Rosa Alcorta (ZIP code: 48216)

397. Blackburn Rosalia (ZIP code: 48209)

398. Rosario Urive (ZIP code: 48210)

399. Robert Otrompke (ZIP code: 48180)

400. Nancy Reyes (ZIP code: 48210)

Detroit residents come first!

401. Ryan Roe (ZIP code: 48216)

402. Roberto Romero (ZIP code: 48216)

403. Robert Shimkoski (ZIP code: 48216)

No land deal without community benefits.

404. Reuben Romero (ZIP code: 48216)

405. Reuben Romero (ZIP code: 48216)

406. Rukiya Colvin (ZIP code: 48224)

407. Santos Aceves (ZIP code: 48209)

Please don't sell out to the DIBC- take SW Detroit into account!

408. Sam Butler (ZIP code: 48216)

409. Gonzalez Sandie (ZIP code: 48209)

410. Sandra Garcia (ZIP code: 48209)

It is not fair Detroit residents, specifically Southwest Detroit residents to keep on giving without any protection to the community.

411. Gabriela Santiago-Romero (ZIP code: 48210)

412. Sarah Tetteh (ZIP code: 48204)

413. Layla Saatchi (ZIP code: 48179)

Don't repeat the mistakes of the past. All people deserve equal consideration and respect.

414. Sally Ramon (ZIP code: 48216)

415. Steven Dominguez (ZIP code: 48134)

416. Ashaki Johnson (ZIP code: 48204)

Please stop short changing the residential residents of this great city. We matter more than Detroit International Bridge Co. Do not give that land to Detroit International Bridge Co.

417. Suzanne Sattler (ZIP code: 48216)

Maroun should NOT get the ability to build another bridge. He lost on the ballot issue. He paid money as a lobbyist to get MI legislature to support and failed. Mayor Duggan should not betray SW Detroit residents with facilitating Maroun.

418. Sharond Jakubus (ZIP code: 48335)

419. Kiala Shepard (ZIP code: 48227)

420. Sherry Newsom (ZIP code: 48210)

421. Cecelia Stinstrom (ZIP code: 48210)

We are not invisible or disposable, protect the community.

422. Simone Sagovac (ZIP code: 48209)

No massive truck transportation project should be built without considering the impacts and providing community protections in a guaranteed community benefits agreement

423. delores goodson (*ZIP code: 48213*)

424. Joseph Lewis (*ZIP code: 48202*)

425. Bruce Foster (*ZIP code: 48208*)

426. Francisco Solano (*ZIP code: 48210*)

427. Saeed Khan (*ZIP code: 48309*)

428. Jose Esquivel (*ZIP code: 48101*)

429. Skyler Leslie (*ZIP code: 48138*)

430. John Shirkey (*ZIP code: 48216*)

431. kenneth sledge (*ZIP code: 48216*)

432. Sonia Jimenez (*ZIP code: 48209*)

433. Susan Shirkey (*ZIP code: 48216*)

The Maroun family seems to own a vast majority of city leaders. I own a home and live in Hubbard-Richard. I am so disgusted with the way this family of company operates. The community never knows what is happening that will impact our neighborhood until the last minute! Why are we just finding out that the 2nd span plan has been resurrected a week before council meets to discuss and potentially vote on a land exchange? We were told that the Gordie Howe Bridge would be the second span. Remember that the mayor and city council members are elected to represent the residents of the city, NOT the wealthy business owners who do not live in the city! Mr. Maroun would not choose to in a neighborhood surrounded by industrial operations, truck noise, pollution and hazardous materials. I would never purchased a home in this neighborhood that I absolutely love if I had known that I was surrounded by abandoned buildings, vacant lots and industrial zoned parcels owned by companies that have NEVER acted in good faith. The only thing they care about is profit and, we the citizens get ignored and screwed.

434. Spencer Smith (*ZIP code: 48216*)

Save the public lands, our greenspace is limited. Industrial activity already covers most of the City. Revive Detroit!

435. Sofia Nelson (*ZIP code: 48227*)

We don't need another private bridge!

436. Sherrie Guess (*ZIP code: 48915*)

437. Daniel Kudlawiec (*ZIP code: 48209*)

438. Sonia Roldan (ZIP code: 48209)

439. David Dejesus (ZIP code: 48209)

440. Stacey Malasky (ZIP code: 48216)

441. Lisa Denney (ZIP code: 48073)

442. Kelly Pollard (ZIP code: 48216)

443. Stephanie Vomvolakis (ZIP code: 48202)

444. Stephan Vitvitsky (ZIP code: 48216)

445. Stephanie Chang (ZIP code: 48224)

446. Stephanie Howells (ZIP code: 48209)

Please no land deal without community benefits agreement!

447. Steve Tobocman (ZIP code: 48216)

448. Darnell Stewart (ZIP code: 48216)

449. Cristina Clark (ZIP code: 48216)

450. Sandra Turner Handy (ZIP code: 48205)

Please include a CBA for residents t and an environmental impact study to reduce harm and danger to the residents and soil and water.

451. Steve Sumner (ZIP code: 48209)

No Benefits No Land!!

452. Susans Garza (ZIP code: 48216)

Stop giving the bridge property!!

We live in this area!!

Enough is enough!

453. Desiree Foster (ZIP code: 48209)

Right is right & wrong is wrong.

454. Anne Schenk (ZIP code: 55104)

As a former resident of the Hubbard Farms neighborhood in southwest Detroit, I have seen firsthand how the DIBC neglects communities and ignores their needs. A legally binding community benefits agreement is needed to ensure that the DIBC does not harm neighboring communities in building a

second span.

455. Christine Szabo (*ZIP code: 48202*)

456. Jeremiah Smith (*ZIP code: 48209*)

457. Thomas Allenson (*ZIP code: 48216*)

458. Tracy Loger (*ZIP code: 48183*)

459. Tamiko Harvey (*ZIP code: 48216*)

460. Tangra Collins (*ZIP code: 48224*)
Lives in Detroit

461. Tanya Saldivar Ali (*ZIP code: 48128*)

462. TJ Gibson (*ZIP code: 48214*)

463. Lau Wai-Ming (*ZIP code: 48208*)

464. Tom Ridgway (*ZIP code: 48223*)

465. Thomas Rogers iii (*ZIP code: 48209*)

466. Thomas Fayz (*ZIP code: 48209*)

467. Toni Raines (*ZIP code: 48214*)

NO LAND DEAL WITHOUT ANY PRE-APPROVAL PLANS. OR NO COMMUNITY BENEFITS

How you do choose to line your pockets by controlling the monopoly over someone's land, without at least considering the people who are currently inhabiting it, first?

It's giving trial of tears.

This is not the 1800s nor North Dakota.

Detroiters will not be moved lightly.

468. Tonja Stapleton (*ZIP code: 48207*)

469. Carlito Torres (*ZIP code: 48216*)

470. Tracy Peters (*ZIP code: 48224*)

471. Sarah Trancik (ZIP code: 48216)

472. Therese Yglesias (ZIP code: 48236)

Don't sell out Southwest Detroit.
NO LAND A DEAL!

473. Lori Jones (ZIP code: 48192)

474. Joe Troisi (ZIP code: 48216)

475. John Leon (ZIP code: 48138)

So what's in it for the community? The DIBC get the land and what does the community get? Make an agreement that's fair to the community!!

476. Violeta Lopez (ZIP code: 48209)

477. Amanda Van Huis (ZIP code: 48216)

478. Vassilis Jacobs (ZIP code: 48230)

Using public land for a major business project should require public community benefits and negotiations with local residents.

479. Maria Avila (ZIP code: 48216)

480. Arlissa Robinson (ZIP code: 48238)

Detroit City Council Members do not approve the deal without assured community benefits!

481. Victor Abl (ZIP code: 48216)

Please do not consider this transfer any longer. The Marouns, as is well documented, are not to be trusted. They will not obtain necessary permits, they've proven they will build whatever and whenever they want to, and the city and/or other governmental agencies will not be able to enforce any standards. It is despicable that this is even under consideration at all. Please represent your constituents--the residents of SW Detroit and the city as a whole--not the wealthy business owners.

482. Maria Elena Rodriguez (ZIP code: 48101)

Two Intl. bridges in Detroit should suffice.

483. Vince Murray (ZIP code: 48216)

484. Virginia Zeigler (ZIP code: 48216)

485. William Gourlay (ZIP code: 48216)

486. Bill Cheek (ZIP code: 48208)

487. William Turner (*ZIP code: 48044*)

488. Steven Wiltse (*ZIP code: 48216*)

489. Noreen Wofford (*ZIP code: 48316*)

No land deal without compensation.

490. Jennifer Slater (*ZIP code: 48210*)

491. Will McDowell (*ZIP code: 48216*)

492. Yelitza Torres (*ZIP code: 48126*)

493. Yasmeen Jasey (*ZIP code: 48216*)

494. Erik Powers (*ZIP code: 48336*)

495. Zackery Finn (*ZIP code: 48209*)

496. Ian Zajac (*ZIP code: 48462*)

Stop letting rich developers hold entire neighborhoods hostage.

What Illitch and Maroun are getting away with is absurd

497. MaryAbn Coakley (*ZIP code: 48183*)



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement
FILE NUMBER: OCFO-Office of Contracting &
Procurement-1651

RE:

Submitting Reso. Autho. Contract No. 3058305

SUMMARY:

3058305 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 17326 Greeley. – Contractor: SC Environmental Services, LLC – Location: 1234 Washington Boulevard, 5th Floor, Detroit, MI 48226 – Contract Period: Notification of Emergency through October 27, 2023 – Total Contract Amount: \$15,998.00.
CITY DEMOLITION

RECOMMENDATION:

3058305 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 17326 Greeley. – Contractor: SC Environmental Services, LLC – Location: 1234 Washington Boulevard, 5th Floor, Detroit, MI 48226 – Contract Period: Notification of Emergency through October 27, 2023 – Total Contract Amount: \$15,998.00.
CITY DEMOLITION

BY Choose an item.

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

RESOLVED: that Contract No. 3058305 referred to in the foregoing communication dated October 7, 2022 be hereby and is approved.

DEPARTMENTAL CONTACT:

Name: Alexandria Vaughn-Powe
Position: Procurement Assistant



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement
FILE NUMBER: OCFO-Office of Contracting &
Procurement-1652

RE:

Submitting Reso. Autho. Contract No. 3059533

SUMMARY:

3059533 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 6451 Plainview. – Contractor: DMC Consultants, Inc. – Location: 13500 Foley Street, Detroit, MI 48227 – Contract Period: Notification of Emergency through October 27, 2023 – Total Contract Amount: \$33,000.00. **CITY DEMOLITION**

RECOMMENDATION:

3059533 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 6451 Plainview. – Contractor: DMC Consultants, Inc. – Location: 13500 Foley Street, Detroit, MI 48227 – Contract Period: Notification of Emergency through October 27, 2023 – Total Contract Amount: \$33,000.00. **CITY DEMOLITION**

BY Choose an item.

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

RESOLVED: that Contract No. 3059533 referred to in the foregoing communication dated October 7, 2022 be hereby and is approved.

DEPARTMENTAL CONTACT:

Name: Alexandria Vaughn-Powe
Position: Procurement Assistant



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement
FILE NUMBER: OCFO-Office of Contracting &
Procurement-1653

RE:

Submitting Reso. Autho. Contract No. 3059818

SUMMARY:

3059818 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 2712 Cass. – Contractor: DMC Consultants, Inc. – Location: 13500 Foley Street, Detroit, MI 48227 – Contract Period: Notification of Emergency through October 27, 2023 – Total Contract Amount: \$34,685.00. **CITY DEMOLITION**

RECOMMENDATION:

3059818 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 2712 Cass. – Contractor: DMC Consultants, Inc. – Location: 13500 Foley Street, Detroit, MI 48227 – Contract Period: Notification of Emergency through October 27, 2023 – Total Contract Amount: \$34,685.00. **CITY DEMOLITION**

BY Choose an item.

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

RESOLVED: that Contract No. 3059818 referred to in the foregoing communication dated October 7, 2022 be hereby and is approved.

DEPARTMENTAL CONTACT:

Name: Alexandria Vaughn-Powe
Position: Procurement Assistant



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement
FILE NUMBER: OCFO-Office of Contracting &
Procurement-1654

RE:

Submitting Reso. Autho. Contract No. 3059931

SUMMARY:

3059931 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 182 S Gates. – Contractor: Gayanga Co. – Location: 1120 W Baltimore Suite 200, Detroit, MI 48202 – Contract Period: Notification of Emergency through October 27, 2023 – Total Contract Amount: \$28,322.00. **CITY DEMOLITION**

RECOMMENDATION:

3059931 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 182 S Gates. – Contractor: Gayanga Co. – Location: 1120 W Baltimore Suite 200, Detroit, MI 48202 – Contract Period: Notification of Emergency through October 27, 2023 – Total Contract Amount: \$28,322.00. **CITY DEMOLITION**

BY Choose an item.

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

RESOLVED: that Contract No. 3059931 referred to in the foregoing communication dated October 7, 2022 be hereby and is approved.

DEPARTMENTAL CONTACT:

Name: Alexandria Vaughn-Powe
Position: Procurement Assistant



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement
FILE NUMBER: OCFO-Office of Contracting &
Procurement-1655

RE:

Submitting Reso. Autho. Contract No. 3059947

SUMMARY:

3059947 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 4408 Rohns. – Contractor: Gayanga Co. – Location: 1120 W Baltimore Suite 200, Detroit, MI 48202 – Contract Period: Notification of Emergency through October 27, 2023 – Total Contract Amount: \$34,035.00. **CITY DEMOLITION**

RECOMMENDATION:

3059947 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 4408 Rohns. – Contractor: Gayanga Co. – Location: 1120 W Baltimore Suite 200, Detroit, MI 48202 – Contract Period: Notification of Emergency through October 27, 2023 – Total Contract Amount: \$34,035.00. **CITY DEMOLITION**

BY Choose an item.

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

RESOLVED: that Contract No. 3059947 referred to in the foregoing communication dated October 7, 2022 be hereby and is approved.

DEPARTMENTAL CONTACT:

Name: Alexandria Vaughn-Powe
Position: Procurement Assistant



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement
FILE NUMBER: OCFO-Office of Contracting &
Procurement-1657

RE:

Submitting Reso. Autho. Contract No. 3059961

SUMMARY:

3059961 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 8100 Smart. – Contractor: Gayanga Co. – Location: 1120 W Baltimore Suite 200, Detroit, MI 48202 – Contract Period: Notification of Emergency through October 27, 2023 – Total Contract Amount: \$39,249.00. **CITY DEMOLITION**

RECOMMENDATION:

3059961 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 8100 Smart. – Contractor: Gayanga Co. – Location: 1120 W Baltimore Suite 200, Detroit, MI 48202 – Contract Period: Notification of Emergency through October 27, 2023 – Total Contract Amount: \$39,249.00. **CITY DEMOLITION**

BY Choose an item.

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

RESOLVED: that Contract No. 3059961 referred to in the foregoing communication dated October 7, 2022 be hereby and is approved.

DEPARTMENTAL CONTACT:

Name: Alexandria Vaughn-Powe
Position: Procurement Assistant



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement
FILE NUMBER: OCFO-Office of Contracting &
Procurement-1656

RE:

Submitting Reso. Autho. Contract No. 3059955

SUMMARY:

3059955 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 41 W Hollywood. – Contractor: Gayanga Co. – Location: 1120 W Baltimore Suite 200, Detroit, MI 48202 – Contract Period: Notification of Emergency through October 27, 2023 – Total Contract Amount: \$29,500.00. **CITY DEMOLITION**

RECOMMENDATION:

3059955 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 41 W Hollywood. – Contractor: Gayanga Co. – Location: 1120 W Baltimore Suite 200, Detroit, MI 48202 – Contract Period: Notification of Emergency through October 27, 2023 – Total Contract Amount: \$29,500.00. **CITY DEMOLITION**

BY Choose an item.

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

RESOLVED: that Contract No. 3059955 referred to in the foregoing communication dated October 7, 2022 be hereby and is approved.

DEPARTMENTAL CONTACT:

Name: Alexandria Vaughn-Powe
Position: Procurement Assistant



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement
FILE NUMBER: OCFO-Office of Contracting &
Procurement-1658

RE:

Submitting Reso. Autho. Contract No. 3060049

SUMMARY:

3060049 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 8333 W Maxwell. – Contractor: Gayanga Co. – Location: 1120 W Baltimore Suite 200, Detroit, MI 48202 – Contract Period: Notification of Emergency through October 27, 2023 – Total Contract Amount: \$34,572.00. **CITY DEMOLITION**

RECOMMENDATION:

3060049 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 8333 W Maxwell. – Contractor: Gayanga Co. – Location: 1120 W Baltimore Suite 200, Detroit, MI 48202 – Contract Period: Notification of Emergency through October 27, 2023 – Total Contract Amount: \$34,572.00. **CITY DEMOLITION**

BY Choose an item.

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

RESOLVED: that Contract No. 3060049 referred to in the foregoing communication dated October 7, 2022 be hereby and is approved.

DEPARTMENTAL CONTACT:

Name: Alexandria Vaughn-Powe
Position: Procurement Assistant



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement
FILE NUMBER: OCFO-Office of Contracting &
Procurement-1659

RE:

Submitting Reso. Autho. Contract No. 3060065

SUMMARY:

3060065 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 15824 Iliad. – Contractor: Gayanga Co. – Location: 1120 W Baltimore Suite 200, Detroit, MI 48202 – Contract Period: Notification of Emergency through October 27, 2023 – Total Contract Amount: \$28,402.00. **CITY DEMOLITION**

RECOMMENDATION:

3060065 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 15824 Iliad. – Contractor: Gayanga Co. – Location: 1120 W Baltimore Suite 200, Detroit, MI 48202 – Contract Period: Notification of Emergency through October 27, 2023 – Total Contract Amount: \$28,402.00. **CITY DEMOLITION**

BY Choose an item.

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

RESOLVED: that Contract No. 3060065 referred to in the foregoing communication dated October 7, 2022 be hereby and is approved.

DEPARTMENTAL CONTACT:

Name: Alexandria Vaughn-Powe
Position: Procurement Assistant



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement
FILE NUMBER: OCFO-Office of Contracting &
Procurement-1660

RE:

Submitting Reso. Autho. Contract No. 3060066

SUMMARY:

3060066 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 15829 Burt Road. – Contractor: Gayanga Co. – Location: 1120 W Baltimore Suite 200, Detroit, MI 48202 – Contract Period: Notification of Emergency through October 27, 2023 – Total Contract Amount: \$27,647.00. **CITY DEMOLITION**

RECOMMENDATION:

3060066 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 15829 Burt Road. – Contractor: Gayanga Co. – Location: 1120 W Baltimore Suite 200, Detroit, MI 48202 – Contract Period: Notification of Emergency through October 27, 2023 – Total Contract Amount: \$27,647.00. **CITY DEMOLITION**

BY Choose an item.

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

RESOLVED: that Contract No. 3060066 referred to in the foregoing communication dated October 7, 2022 be hereby and is approved.

DEPARTMENTAL CONTACT:

Name: Alexandria Vaughn-Powe
Position: Procurement Assistant



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement
FILE NUMBER: OCFO-Office of Contracting &
Procurement-1661

RE:

Submitting Reso. Autho. Contract No. 3060172

SUMMARY:

3060172 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 9523 W Fort. – Contractor: Gayanga Co. – Location: 1120 W Baltimore Suite 200, Detroit, MI 48202 – Contract Period: Notification of Emergency through October 27, 2023 – Total Contract Amount: \$40,433.00. **CITY DEMOLITION**

RECOMMENDATION:

3060172 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 9523 W Fort. – Contractor: Gayanga Co. – Location: 1120 W Baltimore Suite 200, Detroit, MI 48202 – Contract Period: Notification of Emergency through October 27, 2023 – Total Contract Amount: \$40,433.00. **CITY DEMOLITION**

BY Choose an item.

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

RESOLVED: that Contract No. 3060172 referred to in the foregoing communication dated October 7, 2022 be hereby and is approved.

DEPARTMENTAL CONTACT:

Name: Alexandria Vaughn-Powe
Position: Procurement Assistant



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement
FILE NUMBER: OCFO-Office of Contracting &
Procurement-1650

RE:

Submitting Reso. Autho. Contract No. 6003480-A1

SUMMARY:

6003480 52% City - 48% Grant Funding – AMEND 1 – To Provide an Extension of Time and an Increase of Funds for Covid-19 Mitigation which includes Quick Clean & Sanitize of Buses at End of Line. – Contractor: Kristel Group, Inc. – Location: 136 S Rochester Road, Clawson, MI 48017 – Contract Period: Upon City Council Approval through June 30, 2023 – Contract Increase Amount: \$2,092,320.00 – Total Contract Amount: \$4,184,640.00. **TRANSPORTATION**

Original Contract Period: April 21, 2021 through June 30, 2022

RECOMMENDATION:

6003480 52% City - 48% Grant Funding – AMEND 1 – To Provide an Extension of Time and an Increase of Funds for Covid-19 Mitigation which includes Quick Clean & Sanitize of Buses at End of Line. – Contractor: Kristel Group, Inc. – Location: 136 S Rochester Road, Clawson, MI 48017 – Contract Period: Upon City Council Approval through June 30, 2023 – Contract Increase Amount: \$2,092,320.00 – Total Contract Amount: \$4,184,640.00. **TRANSPORTATION**

Original Contract Period: April 21, 2021 through June 30, 2022

BY Choose an item.

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

RESOLVED: that Contract No. 6003480-A1 referred to in the foregoing communication dated October 7, 2022 be hereby and is approved.

DEPARTMENTAL CONTACT:

Name: Alexandria Vaughn-Powe
Position: Procurement Assistant



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement
FILE NUMBER: OCFO-Office of Contracting &
Procurement-1641

RE:

Submitting Reso. Autho. Contract No. 6004689

SUMMARY:

6004689 100% Bond Funding – To Provide Proposal N Demolition for Release Group M2/SA. – Contractor: LeadHead Construction, LLC – Location: 1660 Midland, Detroit, MI 48238 – Contract Period: Upon City Council Approval through December 31, 2025 – Total Contract Amount: \$2,540,499.73. **CITY DEMOLITION**

RECOMMENDATION:

6004689 100% Bond Funding – To Provide Proposal N Demolition for Release Group M2/SA. – Contractor: LeadHead Construction, LLC – Location: 1660 Midland, Detroit, MI 48238 – Contract Period: Upon City Council Approval through December 31, 2025 – Total Contract Amount: \$2,540,499.73. **CITY DEMOLITION**

BY Choose an item.

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

RESOLVED: that Contract No. 6004689 referred to in the foregoing communication dated October 6, 2022 be hereby and is approved.

DEPARTMENTAL CONTACT:

Name: Alexandria Vaughn-Powe
Position: Procurement Assistant



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement
FILE NUMBER: OCFO-Office of Contracting &
Procurement-1642

RE:

Submitting Reso. Autho. Contract No. 6004690

SUMMARY:

6004690 100% Bond Funding – To Provide Proposal N Demolition for Release Group M3. – Contractor: Adamo Demolition Company – Location: 320 East Seven Mile Road, Detroit, MI 48203 – Contract Period: Notification of Emergency through December 31, 2025 – Total Contract Amount: \$2,562,087.66. **CITY DEMOLITION**

RECOMMENDATION:

6004690 100% Bond Funding – To Provide Proposal N Demolition for Release Group M3. – Contractor: Adamo Demolition Company – Location: 320 East Seven Mile Road, Detroit, MI 48203 – Contract Period: Notification of Emergency through December 31, 2025 – Total Contract Amount: \$2,562,087.66. **CITY DEMOLITION**

BY Choose an item.

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

RESOLVED: that Contract No. 6004690 referred to in the foregoing communication dated October 6, 2022 be hereby and is approved.

DEPARTMENTAL CONTACT:

Name: Alexandria Vaughn-Powe
Position: Procurement Assistant



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement
FILE NUMBER: OCFO-Office of Contracting &
Procurement-1640

RE:

Submitting Reso. Autho. Contract No. 6004694

SUMMARY:

6004694 100% City Funding – To Provide Office Renovation Services to include A/E Services, Carpentry, Plumbing, Electrical, ITS Communications and Data, Furniture, Painting, and Flooring at the Detroit Public Safety Headquarters. – Contractor: Gandol, Inc. – Location: 18000 Meyers, Suite 2, Detroit, MI 48235 – Contract Period: Upon City Council Approval through July 20, 2023 – Total Contract Amount: \$1,161,072.00.
CITY DEMOLITION

RECOMMENDATION:

6004694 100% City Funding – To Provide Office Renovation Services to include A/E Services, Carpentry, Plumbing, Electrical, ITS Communications and Data, Furniture, Painting, and Flooring at the Detroit Public Safety Headquarters. – Contractor: Gandol, Inc. – Location: 18000 Meyers, Suite 2, Detroit, MI 48235 – Contract Period: Upon City Council Approval through July 20, 2023 – Total Contract Amount: \$1,161,072.00.
CITY DEMOLITION

BY Choose an item.

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

RESOLVED: that Contract No. 6004694 referred to in the foregoing communication dated October 6, 2022 be hereby and is approved.

DEPARTMENTAL CONTACT:

Name: Alexandria Vaughn-Powe
Position: Procurement Assistant



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement
FILE NUMBER: OCFO-Office of Contracting &
Procurement-1648

RE:

Submitting Reso. Autho. Contract No. 6004778

SUMMARY:

6004778 100% Solid Waste Funding – To Provide Recycling Education and Technical Assistance Services to Increase Recycling Participation. – Contractor: Green Living Science – Location: 1331 Holden Street, Detroit, MI 48202 – Contract Period: Upon City Council Approval through October 18, 2023 – Total Contract Amount: \$126,000.00.

PUBLIC WORKS

RECOMMENDATION:

6004778 100% Solid Waste Funding – To Provide Recycling Education and Technical Assistance Services to Increase Recycling Participation. – Contractor: Green Living Science – Location: 1331 Holden Street, Detroit, MI 48202 – Contract Period: Upon City Council Approval through October 18, 2023 – Total Contract Amount: \$126,000.00.

PUBLIC WORKS

BY Choose an item.

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

RESOLVED: that Contract No. 6004778 referred to in the foregoing communication dated October 7, 2022 be hereby and is approved.

DEPARTMENTAL CONTACT:

Name: Alexandria Vaughn-Powe
Position: Procurement Assistant



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement
FILE NUMBER: OCFO-Office of Contracting &
Procurement-1649

RE:

Submitting Reso. Autho. Contract No. 6004786

SUMMARY:

6004786 100% Solid Waste Funding – To Provide Street Sweeping 18”x24” Corrugated Plastic Signs with Metal Stands. – Contractor: Accuform Printing & Graphics, Inc. – Location: 7231 Southfield Road, Detroit, MI 48228 – Contract Period: Upon City Council Approval through October 18, 2024 – Total Contract Amount: \$72,450.00.

PUBLIC WORKS

RECOMMENDATION:

6004786 100% Solid Waste Funding – To Provide Street Sweeping 18”x24” Corrugated Plastic Signs with Metal Stands. – Contractor: Accuform Printing & Graphics, Inc. – Location: 7231 Southfield Road, Detroit, MI 48228 – Contract Period: Upon City Council Approval through October 18, 2024 – Total Contract Amount: \$72,450.00.

PUBLIC WORKS

BY Choose an item.

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

RESOLVED: that Contract No. 6004786 referred to in the foregoing communication dated October 7, 2022 be hereby and is approved.

DEPARTMENTAL CONTACT:

Name: Alexandria Vaughn-Powe
Position: Procurement Assistant



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement

FILE NUMBER: OCFO-Office of Contracting &

Procurement-1662

RE:

Submitting Reso. Autho. Correction Letter for Contract No. 6004334

SUMMARY:

See Attachment

RECOMMENDATION:

See Attachment

BY Choose an item.

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

RESOLVED: that the Correction Letter for Contract No. 6004334 referred to in the foregoing communication dated October 7, 2022 be hereby and is approved.

DEPARTMENTAL CONTACT:

Name: Alexandria Vaughn-Powe

Position: Procurement Assistant



CITY OF DETROIT
OFFICE OF THE CHIEF FINANCIAL OFFICER
OFFICE OF CONTRACTING & PROCUREMENT

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE, SUITE 1008
DETROIT, MI 48226
PHONE: (313) 224-4600
FAX: (313) 628-1160
E-MAIL: PURCHASING@DETROITMI.GOV

October 6, 2022

TO: HONORABLE CITY COUNCIL

Re: Contracts and Purchase Orders Scheduled to be Considered for the Formal Session on July 19, 2022 during the Recess Period

Please be advised that the Contract listed was submitted on July 15, 2022 for the City Council Agenda for July 19, 2022 and has been amended as follows:

1. The **Contract Funding and Contract Period** were Submitted Incorrectly by the Office of Contracting and Procurement. Please see the correction(s) below:

Submitted as:

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POLICE

6004334

100% ARPA Funding – To Provide the Expansion of Subscription-Based Gunshot Detection, Location and Forensic Analysis Services. – Contractor: Shotspotter, Inc. – Location: 39300 Civic Center, Suite 300, Fremont, CA 94538 – **Contract Period: Upon City Council Approval through December 31, 2024** – Total Contract Amount: \$7,000,000.00.

Waiver of Reconsideration Requested

Should read as:

Page 8

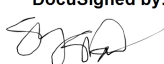
POLICE

6004334

100% City Funding – To Provide the Expansion of Subscription-Based Gunshot Detection, Location and Forensic Analysis Services. – Contractor: Shotspotter, Inc. – Location: 39300 Civic Center, Suite 300, Fremont, CA 94538 – **Contract Period: Upon City Council Approval through June 30, 2026** – Total Contract Amount: \$7,000,000.00.

Waiver of Reconsideration Requested

Respectfully Submitted,

DocuSigned by:

333671204FFE45A...

Sandra Yu Stahl
Chief Procurement Officer
Creator: Alexandria Vaughn-Powe



CITY OF DETROIT
OFFICE OF THE CHIEF FINANCIAL OFFICER
OFFICE OF CONTRACTING & PROCUREMENT

Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 1008
Detroit, MI 48226
Phone: (313) 224-4600
Fax: (313) 628-1160
E-Mail: purchasing@detroitmi.gov

BY COUNCIL MEMBER: _____

RESOLVED, that **Contract #6004334** referred to in the foregoing communication dated October 6, 2022 be hereby and approved.

Summary of Contract Changes
DPD Gunshot Detection Expansion – ShotSpotter, INC. (6004334)

Original details provided to City Council for Regular Session on July 19, 2022:

POLICE

6004334 100% ARPA Funding – To Provide the Expansion of Subscription-Based Gunshot Detection, Location and Forensic Analysis Services. – Contractor: ShotSpotter, Inc. – Location: 39300 Civic Center, Suite 300, Fremont, CA 94538 – Contract Period: Upon City Council Approval through December 31, 2024 – Total Contract Amount: \$7,000,000.00.
Waiver of Reconsideration Requested

Funding

Account String: **3923-22014-310220-617900-851405**
Fund Account Name: **ARPA**
Appropriation Name: **ARPA - Public Safety**
Funds Available: **\$49,551,490 as of July 15, 2022**

Tax Clearances Expiration Date: **11-2-22**

Political Contributions and Expenditures Statement:

Signed: **4-5-22** Contributions: **2017-2021; 1-Mayor**
3-Former Council, 1- Current Council

Consolidated Affidavits

Date signed: **4-5-22**

- ☒ Covenant of Equal Opportunity
- ☒ Hiring Policy Compliance;
- ☒ Slavery Era Records Disclosure
- ☒ Prison Industry Records Disclosure
- ☒ Immigrant Detention System Record Disclosure

ARPA Allowable Use:

The proposed project is deemed an allowable use within the State and Local Fiscal Recovery Funds (SLFRF) compliance and reporting guidance expenditure category for Public Health (EC1).

Bid Information:

This is a Non-Standard Procurement for the Detroit Police Department, and the vendor is the Sole Source, the service is proprietary to this vendor only.

Contract Details:

Vendor: **ShotSpotter, Inc** Amount: **\$7,000,000.00**

End Date: **December 31, 2024**

Services:

ShotSpotter is a firearm discharge identifier based upon the acoustics of a gunshot. Sensors placed in areas will notify of a firearm discharge. The area will be identified by the sensors for law enforcement response. This contract provides for an expanded coverage of the City's current ShotSpotter range of about 6.48 square miles for detection to add approximately 28 square miles for a total of 34.48 square miles of range.

This analysis subscription service will provide critical real-time gunfire intelligence to aid in the reduction of gun violence in the City by identifying more gunshot incidents and improved response times. The Subscription Services will be integrated into the City's current security management technology and will work in concert with the City's focused deterrence model which has had demonstrable success in reducing gun violence.

The subscription services also include forensic reports including reviewed reports of incidents, which can be used in court, but must be requested in writing as addressed to the contractor (*not included in this contract, but available through contract 6003161), and deliverable usually within 10 days. The contractor provides expert witness testimony, (if needed, requested as set forth in the contract. Training is also included with an embedded within DPD for success with consistent and quality training of DPD personnel. Training will be molded in a combination Instructor Lead, Train-the Trainer, online and work with DPD to train based upon personnel availability.**

Fees:

Contractor shall submit invoices in accordance with the following payment schedule:

- **50% of Year 1 fees due upon execution of agreement (\$770,000)**
- **50% of Year 1 fees due upon ShotSpotter activation (live) status (\$770,000)**
- **100% of Year 2 fees due prior to 1st anniversary of ShotSpotter live status (\$1,680,000)**

- 100% of Year 3 fees due prior to 2nd anniversary of ShotSpotter live status (\$1,820,000)
- 100% of Year 4 fees due prior to 3rd anniversary of ShotSpotter live status (\$1,960,000)

Fees (cont.):

Expert Witness Services \$350.00 per hour. Expert Witness Services are available upon request and will be billed separately, including travel expenses.

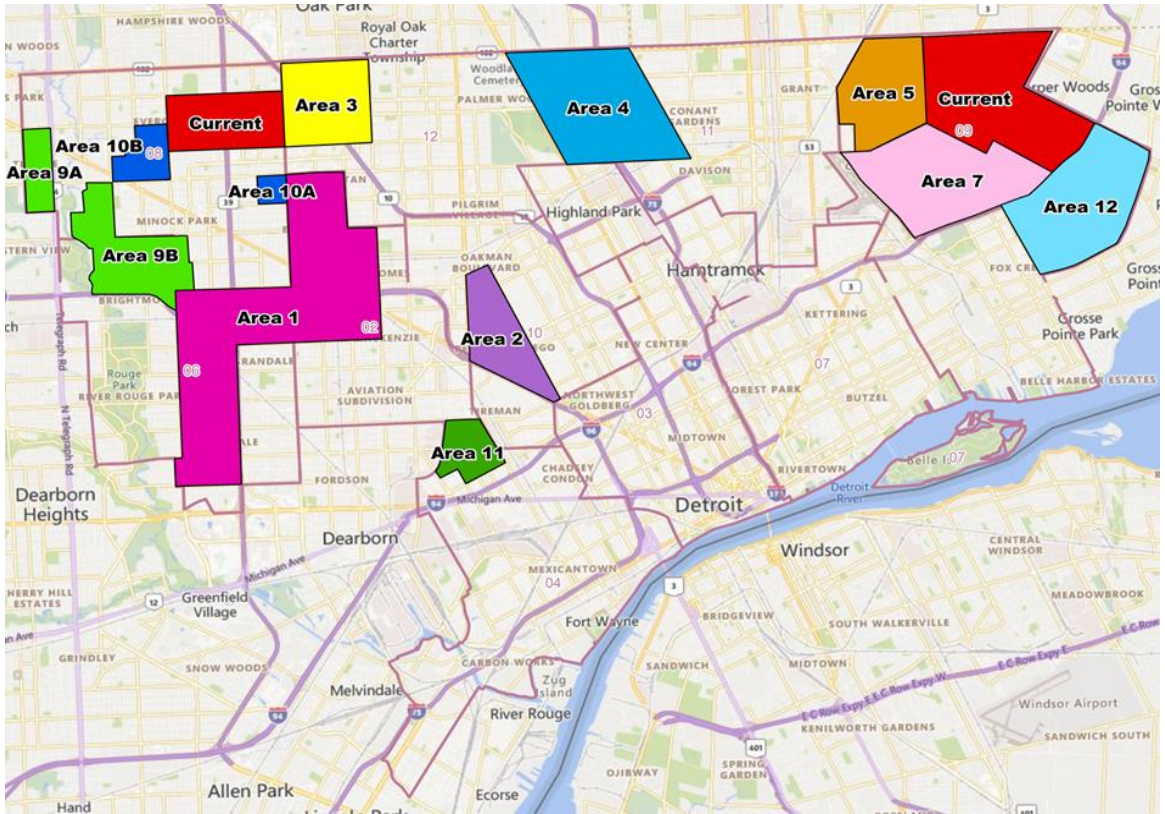


Figure 1: Proposed ShotSpotter Coverage Area Expansion = 28 square miles

| | | mi ² | | | mi ² |
|--|--------|-----------------|--|---------|-----------------|
| | Area 1 | 8.54 | | Area 5 | 2.45 |
| | Area 2 | 1.70 | | Area 7 | 3.89 |
| | Area 3 | 2.22 | | Area 9 | 3.08 |
| | Area 4 | 4.23 | | Area 10 | 1.05 |
| | | | | Area 11 | 0.88 |

Summary of revised contract details:

- The Funding Source for the contract has been changed to 100% City funding.
- All ARPA related provisions have been eliminated.
- The Contract Term will now be Upon City Council Approval, through June 30, 2026.
- Requests for expert witness testimony can be made after the termination of the contract, if needed.
- This revised contract has an option for prorating the subscription fee, in the event the contract terminates prior to the end of any subscription year.
- Forensic reports must be provided for at least one (1) year after termination.
- The new contract includes an additional 3.76 sq. miles of coverage area (Area 12).
- The new coverage area total is 31.76 sq. miles, see below for the revised map.



| | | mi ² | | | mi ² |
|--|--------|-----------------|--|---------|-----------------|
| | Area 1 | 8.54 | | Area 7 | 3.89 |
| | Area 2 | 1.70 | | Area 9 | 3.08 |
| | Area 3 | 2.22 | | Area 10 | 1.05 |
| | Area 4 | 4.23 | | Area 11 | 0.88 |
| | Area 5 | 2.45 | | Area 12 | 3.75 |

NONARPA FINAL DRAFT 10.10.22

GUNSHOT DETECTION SUBSCRIPTION SERVICES CONTRACT

BETWEEN

CITY OF DETROIT, MICHIGAN

AND

SHOTSPOTTER, INC.

CONTRACT NO.

6004334

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EXHIBIT C - STATEMENT OF POLITICAL CONTRIBUTIONS AND EXPENDITURES..... C-2

EXHIBIT D FORM OF LETTER OF CREDIT.....D-1

**CITY OF DETROIT
GUNSHOT DETECTION SUBSCRIPTION SERVICE CONTRACT**

This Gunshot Detection Subscription Service Contract is entered into by and between the City of Detroit, a Michigan municipal corporation, acting by and through its Detroit Police Department (DPD) (“City”), and ShotSpotter, Inc., a foreign profit corporation organized under the laws of Delaware, with its principal place of business located at 39300 Civic Center Drive, Ste 300, Fremont, CA 94538 (“Contractor.”)

Recitals:

Whereas, the City desires to engage the Contractor to deliver the Subscription Service as set forth in this Contract; and

Whereas, the Contractor desires to provide the Subscription Service as set forth in this Contract;

Accordingly, the parties agree as follows:

Article 1. Definitions and Exhibits

1.01 The following Capitalized words and expressions or pronouns used in their stead and as used in this Contract shall have the following meanings:

"Amendment" means modifications or changes in this Contract that have been mutually agreed upon by the City and the Contractor in writing and approved by the City Council.

"API" means application programming interface, which is a software intermediary that allows two applications to communicate.

"Associates" means the personnel, employees, consultants, subcontractors, agents, and parent company of the Contractor or of any Subcontractor, now existing or subsequently created, and their agents and employees, and any entities associated, affiliated, or subsidiary to the Contractor or to any subcontractor, now existing or subsequently created, and their agents and employees.

"City" means the City of Detroit, a Michigan Municipal Corporation, acting through the office or department named in the Contract as contracting for the Subscription Service on behalf of the City.

"City Council" means the legislative body of the City.

"Contract" means each of the various provisions and parts of this document, including all attached Exhibits and all Amendments, if any, as executed and approved by the appropriate City departments or offices and by the City Council.

"Contractor" shall mean ShotSpotter, Inc., the party who is contracting with the City by way of this Contract, whether an individual, sole proprietorship, partnership, corporation, or other form of business organization, and its heirs, successors, personnel, agents, employees, representatives, executors, administrators, and assigns and is authorized to do business in the State of Michigan.

"Coverage Area" shall mean the area in square miles within the City of Detroit, Michigan covered by the Subscription Services as set forth in Exhibit A,

"Data" means any and all information, including, but not limited to Personal Information, supplied by the City to the Contractor or collected by the Subscription Service, any of the City's information accessed or used by the Contractor in connection with the Subscription Service or performance of this Contract, including, but not limited to information collected by the Sensors, and any other information uploaded or transmitted to or stored on the Subscription Service by the City.

"Database Schemas" means the structure for the organization of Data within the Subscription Service.

"Data Storage: means to the online electronic secure storage of Data during the Use of the Subscription Service.

"Documentation" means any and all printed or electronic guides and manuals, including sales, marketing and training materials provided by the Contractor for the authorized Use of the Subscription Service.

"DPD" the City's Police Department.

"Exhibit A" is the complete and detailed description of the Subscription Service and Coverage Area, the latter of which may be modified at the request of the City.

"Exhibit B" is the Fee Schedule for this Contract and sets forth the amount of compensation to be paid to the Contractor, including any Reimbursable Expenses.

"Exhibit C" is the Contractor's Statement of Political Contributions and Expenditures.

"Exhibit D" is the Letter of Credit.

"Expert Witness Testimony Services" means the expert witness testimony services to be provided by the Contractor on an as requested basis as described on Exhibit A.

"Go Live" means the date on which the Subscription Services are made available to the City via Insight.

"Insight" means the internet portal to which the City will have access to Reviewed Alerts.

"Letter of Credit" means that certain standby letter of credit dated May 15, 2022, applied for by the Contractor, issued by Umpqua Bank in the amount of Five Million Dollars (\$5,000,000.00) and naming the City as beneficiary, a form of which is attached as Exhibit D.

“PSAP” means the DPD’s call center where emergency calls initiated by any mobile or landline subscriber is terminated.

“Personally Identifiable Information for Public Safety IT” means information which can be used to distinguish or trace an individual’s identity, such as name, social security number, or biometric records, alone or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, or mother’s maiden name. Any FBI CJIS provided data maintained by an agency, including but not limited to, education, financial transactions, medical history, and criminal or employment history may include PII. Please refer to the current Criminal Justice Information Services (CJIS) Security Policy.

“Personal Information” means information which relates to an identified or identifiable individual, and includes any information defined from time to time as “personal information” under applicable state or federal privacy legislation, including Personally Identifiable Information for Public Safety IT.

“Public Servant” means the Mayor, members of City Council, City Clerk, appointive officers, any member of a board, commission or other voting body established by either branch of City government or the City Charter, and any appointee, employee or individual who provides services to the City within or outside of its offices or facilities pursuant to a personal services contract.”

“Purchase Order” means any City purchase order issued in conjunction with this Contract to allow the Contractor to invoice and be paid by the City.

“Records” means all books, ledgers, journals, accounts, documents, and other collected Data in which information is kept regarding the performance of this Contract and the function of the Subscription Service.

“Reimbursable Expenses” means only those costs incurred by the Contractor in the performance of the Subscription Service, such as travel costs and document reproduction costs that are identified in Exhibit B as reimbursable.

“Reviewed Alerts” means the data reviewed by the Contractor’s incident review staff related to gunfire incidents detected by the Subscription Services.

“Sensors” means Contractor’s acoustic sensors that detect gunshot-like sounds and will be installed by Contractor in the Coverage Area.

“Software” means the ShotSpotter® Respond™ Gunshot Detection, Location and Forensic Analysis Service, and software embedded within the Contractor’s Subscription Services including, Reviewed Alerts, ShotSpotter Respond™, ShotSpotter Dispatch™, and ShotSpotter® Insight applications and user interface to which the City will have access under this Contract on a Subscription basis.

“SOC Report” means a data safety and security report developed by the American Institute of Certified Public Accountants which specifies how an organization handles its customers’ data.

“SQL Server” means the relational database management system developed and owned by the Microsoft Corporation for storing and retrieving data as requested by other software applications which may run either on the same computer or on another computer across a network, including the Internet.

"Subcontractor" means any person, firm or corporation, other than employees of the Contractor that contracts with the Contractor, directly or indirectly, to perform in part or assist the Contractor in achieving the objectives of this Contract.

"Subscription" means the period for which the City is authorized to use the Subscription Services, as set forth on Exhibit A.

"Subscription Services" means the Gunshot Detection Services provided by the Contractor's "ShotSpotter Respond Gunshot Detection, Location, and Forensic Analysis Service" and the Software provided to the City by the Contractor on a Subscription basis, including all necessary hardware and software, as more precisely and completely defined in Exhibit A and otherwise pursuant to the terms and conditions of this Contract.

"Unauthorized Acts" shall mean any acts by a City employee, agent or representative that are not set forth in this Contract and have not been approved by City Council as part of this Contract.

"Use" shall mean the ability for the City to login with username and password and access the Subscription Service via the internet and conduct business on the Subscription Service as described in Exhibit A.

"Work Product" shall mean the originals, or copies when originals are unavailable, of all materials prepared by the Contractor under this Contract or in anticipation of this Contract, including but not limited to the Data, Data Schemas, studies, briefs, drawings, maps, models, photographs, files, records, computer printouts, estimates, memoranda, computations, papers, supplies, notes, recordings, and videotapes, whether such materials are reduced to writing, magnetically or optically stored, or kept in some other form. For clarification, Work Product shall not include Contractor's intellectual property.

Article 2. Engagement of Contractor

2.01 By this Contract, the City engages the Contractor, and the Contractor hereby agrees to provide the Subscription Service and the Expert Witness Testimony Services set forth in Exhibit A, in accordance with the terms and conditions contained in this Contract. The City acknowledges that the Contractor's ability to perform its obligations under this Contract are predicated and conditioned upon the City's timely performance of, and compliance with the City's obligations in this Contract.

2.02 The Contractor and the Subscription Service shall perform in a satisfactory manner as shall be determined within the sole and reasonable discretion of the City. In the event that there shall be any dispute between the parties with regard to the extent, character and progress of the Subscription Service to be provided or the quality of performance under this Contract, the interpretation and determination of the City shall govern.

2.03 The Contractor shall confer as necessary and cooperate with the City in order that the implementation of the Subscription Service may proceed in an efficient and satisfactory manner. The Contractor must attend all conferences, consultations and public hearings or appearances deemed necessary by the City to ensure that the Contractor will be able to properly and fully perform the objectives as set forth in this Contract.

2.04 The Subscription Service is subject to the review, approval and acceptance of the City for completeness and fulfillment of the requirements of this Contract. Neither the City's review, approval nor payment for any of the amounts listed on Exhibit B shall be construed to operate as a waiver of any rights under this Contract, and the Contractor shall be and will remain liable in accordance with applicable law

for all damages to the City caused by the Contractor's incorrect performance or nonperformance of the Subscription Service furnished under this Contract.

2.05 The City and the Contractor expressly acknowledge their mutual understanding and agreement that there are no third-party beneficiaries to this Contract and that this Contract shall not be construed to benefit any persons other than the City and the Contractor.

2.06 The City will not directly or indirectly through any third parties attempt to reverse-engineer or de-compile the operation of the Subscription Service in any manner through current or future available technologies, except that the City may perform all authorized acts under the terms of this Contract, including without limitation, modifying the Data.

2.07 In addition to any other rights granted to the City under this Contract or by operation of law, Contractor hereby grants the City a perpetual, royalty free license to Work Product for unlimited use by the City for any lawful purpose. During the term of this Contract the Contractor shall provide the City access to Work Product immediately upon the City's request. Upon its termination of this Contract the Contractor shall deliver or provide immediate access to the City to the Work Product. This covenant shall survive the termination of this Contract.

2.08 The City agrees that the Contractor may use and disclose the "City of Detroit, Michigan" in its marketing material with prior written approval of the City, which will not be unreasonably withheld.

2.09 The City shall be entitled to provide the Contractor with information and feedback concerning the Subscription Service's functional requirements and product definition which are not addressed in Exhibit A and which the Contractor shall consider when formulating the product development roadmap and plans. This co-operative process between Contractor and the City does not create any ownership interest on the part of the City in the products so developed by the Contractor should the Contractor incorporate any of the City's suggestions into the development plan or ultimately into the Subscription Service.

2.10 At the City's request, on March 1, June 1, September 1 and January 1, of each calendar year during the term of this Contract, the Contractor shall provide "Call Center Performance Reports" to the City which shall contain the number of calls for service, the level of urgency of the call and whether the problem was resolved on the call.

2.11 The Contractor will install the Subscription Services in the Coverage Area. The Contractor will host the Subscription Services and may update the functionality and Software of the Subscription Services from time to time at its sole discretion and in accordance with this Contract.

2.12 The Contractor will be responsible for determining the location(s) for installation of the Sensors in the Coverage Area and obtaining permission from the premises owner/property manager/lessee, if any.

2.13 The Sensors may use wired, wireless, or cellular wireless communications which necessitates the existence of a real-time data communications channel from each Sensor to the Contractor's hosted servers via a commercial carrier. The unavailability or deterioration of the quality of such wired, wireless, or wireless cellular communications may impact the ability of the Contractor to provide the Subscription Services. In such circumstances the Contractor will use commercially reasonable efforts to obtain alternate wired or wireless cellular communications or adjust the coverage area as necessary. In the event the Contractor is unable to do so, the Contractor will

terminate the Subscription Services and refund a pro-rata portion of the annual Subscription fee to the City.

2.14 The Contractor will provide the City with user Documentation, online help, online training presentation, and online training sessions as described on Exhibit A.

2.15 The Contractor will provide reasonable efforts to respond via email to requests for support relating to incident classification within eight (8) hours of the request.

2.16 During the term of this Contract, the Contractor will provide real-time gunfire analysis and alert services. After an explosive (or impulsive) sound triggers enough of the Sensors that an incident is detected and located, audio from the incident is sent to the Subscription Services' ShotSpotter Incident Review Center (IRC) via secure, high-speed network connections for real-time qualification. Within seconds, a Contractor professional reviewer analyzes audio data and recordings to confirm gunfire or explosions. The qualified alert is then sent directly to the City's dispatch center, PSAP, mobile/patrol officers, and any other relevant safety or security personnel, as determined by the City. The IRC will review gunfire incidents as further defined in the Contractor's service level agreements set forth in Exhibit A.

2.17 The Subscription Services provided under this Contract shall include (i) the City's access to the Reviewed Alerts delivered via the Insight password-protected internet portal and user interface supplied by the Contractor; (ii) the City's access to historical Reviewed Alerts and incident information via the Software; and (iii) other services as specified in this on Exhibit A.

2.18 The Contractor will assist the City in initially setting up passwords and usernames for the City's employees, agents, or representatives to whom the City designates access to the Subscription Services ("Authorized Users"). Thereafter, the City shall be responsible for assigning passwords and usernames for its Authorized Users. The City shall be responsible for maintaining the confidentiality and use of the City's password and usernames and shall not allow passwords and/or usernames to be shared by Authorized Users; nor shall the City permit any unauthorized users to access the Subscription Services.

2.19 The Contractor shall comply with all applicable laws, rules and regulations relating to the Subscription Services provided hereunder.

Article 3. License

3.01 In consideration for and subject to the payment of the annual Subscription fees as set forth in Exhibit B, the Contractor hereby grants the City a non-transferrable, non-exclusive and terminable license ("License") to use the Subscription Services as set forth in this Article 3.

3.02 The City shall have the unrestricted right to download, make copies of, distribute, and use the Subscription Services reports and other information generated by the Subscription Services within its own organization, exclusively for its own internal purposes, and for purposes of detecting and locating gunfire, routine archival recordkeeping, evidence preservation, and investigative, or evidentiary, and prosecutorial purposes.

3.03 The City shall not provide to, license the use of, or sell any of the reports or other information generated by the Subscription Services to any third parties, provided however, the City may use such information and reports generated by the Subscription Services to collaborate with other law enforcement agencies for the purposes of investigating and prosecuting crime detected by the Subscription Services.

3.04 License and Restrictions. The Subscription Services and the Software is the proprietary product of the Contractor, licensed to the City on a Subscription basis. The Software may incorporate components supplied to the Contractor under license by third party suppliers, and may be protected by United States patent, trade secret, copyright law and international treaty provisions. All such rights in and to the Software and Subscription Services any part thereof are the property of the Contractor or, if applicable, its suppliers. All right and title to the Contractor's computer programs, including, but not limited to related documentation, technology, know-how and processes embodied in or made available to the City in connection with the Subscription Services, patent rights, copyrights, trade secret rights, trademarks, and services marks remain with the Contractor. The City may not make any copies of the written materials or Documentation that accompany any component of the Software, or use them, or any other information concerning the Subscription Services that the Contractor has designated as confidential, for any purpose other than bona fide use of the Subscription Services or Software in accordance with the terms of this Contract, nor allow anyone else to do so. Except as otherwise provided in this Contract, the City shall not: (i) modify, adapt, alter, translate, copy, perform, or display (publicly or otherwise) or create compilations, derivative, new, or other works based, in whole or in part, on the Software, or on the Subscription Services; (ii) merge, combine, integrate, or bundle the Software, in whole or in part, with other software, hardware, data, devices, systems, technologies, products, services, functions, or capabilities; (iii) transfer, distribute, make available the Subscription Services, or Software to any person other than employees of the City; or (iv) sell, resell, sublicense, lease, rent, or loan the Subscription Services or Software, in whole or in part. No component of the Subscription Services, or Software may be used to operate a service bureau, rental or time-sharing arrangement.

3.05 Restrictions of Contractor's Use of Data.

Contractor shall have the right to use the Data, excluding any Personal Information, for internal research or product development. Contractor may provide the Data on an aggregated basis to third parties (excluding press or media, or insurance carriers) to be used for research or analytical purposes, or for law enforcement and/or security purposes, subject to the City's prior written consent as provided below.

Contractor may not and will not release or disseminate to any person or entity any Data, for any purpose, including, but not limited or related to or consisting of specific forensic or law enforcement sensitive incident information pertaining to any active inquiry, investigation, or prosecution, unless in response to a valid order or subpoena issued by a court or other governmental body, or as otherwise required by law. Contractor shall receive the written consent from the City prior to any release of the Data; provided however, the Contractor shall simply notify the City of its release of any Data pursuant to a court order or subpoena.

Contractor may not and will not release, sell, license, or otherwise distribute the Data to the press or media or any other entity, without the prior express written consent of an authorized representative of the City, which consent shall not be unreasonably withheld.

Within sixty (60) days of the termination of this Contract, the Contractor will delete all user account

information and will use commercially reasonable efforts to delete all Data; and the Contractor will deactivate the Sensors installed in the Coverage Area, rendering the Sensors permanently inoperable. The Contractor will certify in writing to the City that all Sensors have been deactivated and will remain deactivated.

The requirements set forth in this Section 3.05 shall survive the termination of this Contract.

3.06 Nothing in this Contract shall be construed as granting any ownership right or title to the Software the Subscription Services or any component thereof, or any other intellectual property of the Contractor or its suppliers to the City.

3.07 The City shall not alter, remove or obscure any copyright, patent, trademarks, confidential, proprietary, or restrictive notices or markings on any component of the Subscription Services, Software or any Documentation.

3.08 The City acknowledges that the Subscription Services have been determined by the United States Department of State to be a controlled commodity, software and/or technology subject to the United States Export Administration Regulations of the U.S. Department of Commerce. The City is specifically prohibited from the export, or re-export, transfer, consignment, shipment, delivery, downloading, uploading, or transmitting in any form, any Software, Documentation, or any component thereof or underlying information or technology related thereto to any third party, government, or country for any end uses except in strict compliance with applicable U.S. export controls laws, and only with the express prior written agreement of the Contractor. In the event that such written agreement is provided, the City shall be responsible for complying with all applicable export laws and regulations of the United States and destination country, including, but not limited to the United States Export Administration Regulations of the U.S. Department of Commerce, including the sanctions laws administered by the U.S. Department of Treasury, Office of Foreign Assets Control (OFAC), the U.S. Anti-Boycott regulations. In this respect, no resale, transfer, or re-export of any components of the Subscription Services exported to the City pursuant to a license from the U.S. Department of Commerce may be resold, transferred, or reported without prior authorization by the U.S. Government. The City agrees not to export, re-export or engage in any “deemed export,” or to transfer or deliver, or to disclose or furnish, to any foreign (non- U.S.) government, foreign (non- U.S.) person or third party, or to any U.S. person or entity, any of the Subscription Services’ components, Software, or any technical data or output data or direct data product thereof, or any service related thereto, in violation of any such restrictions, laws or regulations, or without all necessary registrations, licenses and or approvals. The City shall bear all expenses relating to any necessary registrations, licenses or approvals.

3.09 In addition to the foregoing, the City shall not disclose, discuss, download, ship, transfer, deliver, furnish, or otherwise export or re-export any such item(s) to or through: (a) any person or entity on the U.S Department of Commerce Bureau of Industry and Security’s List of Denied Persons or Bureau of Export Administration’s anti-proliferation Entity List; (b) any person on the U.S. Department of State’s List of Debarred Parties; (c) any person or entity on the U.S. Treasury Department Office of Foreign Asset Control’s List of Specially Designated Nationals and Blocked Persons; or (d) any third party or for any end-use prohibited by law or regulation, as any and all of the same may be amended from time to time, or any successor thereto.

3.10 Upon reasonable notice to the City, the Contractor reserves the right at its discretion to modify, temporarily or permanently, the Subscription Services (or any part thereof). In the event that the Contractor modifies the Subscription Services in a manner which removes or disables a feature or

functionality on which the City materially relies, at the City's request, the Contractor shall use commercially reasonable efforts to restore such functionality to the City. In the event that the Contractor is unable to substantially restore such functionality, the City shall have the right to terminate this Contract and receive a pro- rata refund of the annual Subscription Services fees paid under the Contract for the Subscription term in which this Contract is terminated.

3.11 No Use by Third Parties. Use by anyone other than the City of the Subscription Services and Documentation, is prohibited, unless pursuant to a valid assignment of this Contract as set forth in Article 13 of this Contract.

3.12 The City shall not permit any alteration, modification, substitution, or supplementation of the Subscription Services or web portal, or the combining, connection, merging, bundling, or integration of the Subscription Services or web portal into or with any other system, equipment, hardware, software, technology, function, or capability, without the Contractor's express prior written consent, which consent shall not be unreasonably withheld.

3.13 Unless otherwise expressly agreed in advance in writing by the Contractor, the City shall not authorize or appoint any contractors, subcontractors, original equipment manufacturers, value added integrators, systems integrators, or other third parties to operate, or have access to any part of the Subscription Services.

3.14 In order to use the Subscription Services, the City must have and maintain access to the World Wide Web to enable a secure https connection from the City's workstation(s) to Subscription Services, either directly or through devices that access Web-based content. The City must also provide all equipment necessary to make and maintain network connections such as Internet connections

3.15 The Contractor will assist the City in initially setting up passwords and usernames for the City's employees, agents, or representatives to whom the City designates access to the Subscription Services ("Authorized Users"). Thereafter, the City shall be responsible for assigning passwords and usernames for its Authorized Users. The City shall be responsible for maintaining the confidentiality and use of the City's password and usernames and shall not allow passwords and/or usernames to be shared by Authorized Users; nor shall the City permit any unauthorized users to access the Subscription Services.

The City shall not directly, or indirectly through any third parties engaged by the City, disassemble, decompile, or otherwise reverse engineer or attempt to reconstruct, derive, or discover any source code, underlying ideas, algorithms, formulae, routines, file formats, data structures, programming, routines, interoperability interfaces, drawings, or plans from the Software, or any data or information created, compiled, displayed, or accessible through the Subscription Services, in whole or in part.

3.16 The provisions of this Article 3 shall survive the termination or rescission of this Contract.

Article 4. Contractor's Representations and Warranties

4.01 To induce the City to enter into this Contract, the Contractor represents and warrants that the Contractor is authorized to do business in the State of Michigan and is duly qualified to provide the Subscription Service as set forth in this Contract, and that the execution of this Contract is within the Contractor's authorized powers, is not in contravention of federal, state or local law, and will not cause a breach of any other contract to which the Contractor is a party.

4.02 The Contractor makes the following representations and warranties specifically in connection with the Subscription Service:

(a) The Subscription Service shall perform according to the specifications and representations set forth in Exhibit A and according to any other specifications and representations, including any Documentation, provided by the Contractor to the City;

(b) The Contractor has the full and unencumbered rights and powers to grant the City access to and permission to Use the Subscription Services, including all upgrades, updates, improvements, modifications, enhancements or customizations, and including any third-party components and platforms embedded in the Subscription Services, and the rights granted herein will not violate the terms of any of its agreements with any third party;

(c) The Contractor's execution, delivery, and performance of this Contract will not constitute a violation of any judgment, order or decree, a default under any agreement by which it or any of its assets are bound or an event that would, with notice or lapse of time, constitute such a default;

(d) The Subscription Service and Software is free of any software, programs or routines, commonly known as "disabling code," that are designed to cause the Subscription Service to be destroyed, damaged, or otherwise made inoperable in the course of the City's Use of the Subscription Service, or any viruses, spyware, or malware;

(e) The Subscription Services and the Software are free of any known or reasonably discoverable computer program, code or set of instructions, commonly known as a "computer virus," that is not designed to be a part of the Subscription Services and that, when inserted into the computer's memory: (i) duplicates all or part of itself without specific user instructions to do so, or (ii) erases, alters or renders unusable any data or the Subscription Services, with or without specific user instructions to do so, or (iii) that provide unauthorized access to the Subscription Services;

(f) The Subscription Service is free of any spyware and malware;

(g) The Subscription Service shall be fully warranted for repair or replacement during the term of this Contract as amended or extended.

(h) The Subscription Service shall:

(1) Accurately recognize and process all time and date Data including, but not limited to, daylight savings time and leap year Data, and

(2) Use accurate same-century, multi-century, and similar date value formulas in its calculations, and use date Data interface values that accurately reflect the correct time, date and century.

(i) All Data shall be and remain the sole and exclusive property of the City. Contractor shall treat all Data as confidential information. Except as set forth in Article 3, the Contractor will be provided access to the Data for the sole and exclusive purpose of performing its obligations under this Contract. Contractor is prohibited from disclosing any Data to any third party without specific written approval from the City, except as set forth in Article 3, Section 3.05. Contractor will have

no property interest in, and may assert no lien on or right to withhold Data from the City.

(j) The Contractor has developed an Information Security Policy based on National Institute of Standards and System (NIST) 800-53 which has been adopted by the Contractor's Board of Directors. Upon request from the City, Contractor agrees to provide a limited access link to enable necessary City personnel to view the Information Security Policy.

(k) For each calendar year during the term of this Contract, Contractor agrees to provide upon request, and at no cost, to the City, a limited access link to enable necessary City personnel to view the Contractor's most recent SOC Type 2 audit report containing a detailed description of how the Contractor is managing the Data, including how Data is kept secure from unauthorized use and how it is securely processed.

(l) The Contractor will allow the City to perform audits of the Contractor's compliance with the Contractor's Information Security Policy. Any such audit shall be conducted by a mutually agreed upon third party, at City's expense, and following no less than ninety (90) days prior written notice.

(m) The Subscription Services, the City's access to the Subscription Services, the City's Use of the Subscription Services or the Documentation, and the Contractor's performance of this Contract do not and will not conflict with, infringe upon or violate, the intellectual property rights of any other person or legal entity. In the event of a third-party claim of infringement by the Subscription Services, Contractor will defend and indemnify the City in accordance with the provisions set forth in Article 10, section 10.03.

(n) The Subscription Service, the City's access to the Subscription Service, the City's Use of the Subscription Service or the Documentation, and the Contractor's performance of this Contract are not alleged by any person to conflict with, infringe upon or violate, the intellectual property rights of any other person or legal entity.

(o) There are no existing or threatened legal proceedings brought against the Contractor in respect of the Subscription Services, the Documentation, or the Contractor's right to grant others the right to access and use the Subscription Services, or the Documentation. Should the Contractor become aware of any such conflict, infringement or violation or potential conflict, infringement or violation, the Contractor will notify the City immediately.

(p) The Documentation is complete and will allow the City to access and use the Subscription Service.

(q) The Contractor will meet the following Data-related system requirements:

- i. As defined in Exhibit A, the City shall be able to receive gunfire incident Data, associated metadata, and reasonably granular subsets thereof, as well as any associated files or attachments, from the Subscription Service in a useable, encrypted format.
- ii. As defined in Exhibit A, the City shall be able to access any Data in a machine-readable format.

iii. The Contractor shall not enforce or implement any restriction on the City's access or use of the Data.

iv. Upon termination of this Contract, the Contractor shall delete all City user account information.

v. During the term of this Contract, the Contractor has and shall have the ability to retain gunfire incident Data in a manner that is searchable and capable of compliance with applicable records retention laws and best practices.

vi. At no time may Contractor suspend or terminate City's access to any Data or the Subscription Services for breach of contract without giving the City at least thirty (30) days' notice and opportunity to cure according to the City's dispute resolution process.

4.03 The Subscription Services are not designed, sold, or intended to be used to detect, intercept, transmit, or record oral or other communications of any kind. The Contractor cannot control how the Subscription Services are used, and, accordingly, other than the City's Use in accordance with the Documentation and this Contract, the Contractor does not warrant or represent, expressly or implicitly, that any other use of the Subscription Services will comply or conform to the requirements of federal, state, or local statutes, ordinances, and laws, or that any other use of the Subscription Services will not violate the privacy rights of third parties. The City hereby agrees that it will Use the Subscription Services in full compliance with this Contract, including the Documentation.

4.04 The Contractor does not warrant or represent, expressly or implicitly, that the Software or Subscription Services or its use will: result in the prevention of crime, apprehension or conviction of any perpetrator of any crime, or detection of any criminal; prevent any loss, death, injury, or damage to property due to the discharge of a firearm or other weapon; in all cases result in a Reviewed Alert for all firearm discharges within the designated coverage area; or that the Contractor-supplied network will remain in operation at all times or under all conditions.

4.05 The Contractor expressly disclaims, and does not undertake or assume any duty, obligation, or responsibility for any decisions, actions, reactions, responses, failure to act, or inaction, by the City as a result of or in reliance on, in whole or in part, any Subscription Services or Reviewed Alerts provided by the Subscription Services, or for any consequences or outcomes, including any death, injury, or loss or damage to any property, arising from or caused by any such decisions, actions, reactions, responses, failure to act, or inaction. It shall be the sole and exclusive responsibility of the City to determine appropriate decisions, actions, reactions, or responses, including whether or not to dispatch emergency responder resources.

4.06 The Parties acknowledge and agree that the Subscription Services is not a consumer good and is not intended for sale to or use by or for personal, family, or household use.

4.07 Except as expressly set forth in this Article 4, the Contractor makes and the City receives no other warranties, express or implied, including without limitation any warranties of quality, suitability, merchantability or fitness for a particular purpose.

Article 5. Contract Effective Date and Time of Performance

5.01 This Contract shall be approved by the required City departments, approved by the City Council, and signed by the City's Chief Procurement Officer. The effective date of this Contract shall be the date upon which the Contract has been approved by resolution of the City Council. This Contract shall terminate on June 30, 2026, unless extended at the option of the City as described on Exhibit A.

5.02 Prior to the approvals set forth in Section 5.01, the Contractor shall have no authority to begin work on this Contract. The Chief Financial Officer shall not authorize any payments to the Contractor, nor shall the City incur any liability to pay for the Subscription Service or to reimburse the Contractor for any expenditure, prior to such award and approvals.

5.03 The City and the Contractor agree that the commencement and duration of the Contractor's performance under this Contract shall be determined as set forth in Exhibit A.

5.04 The City and the Contractor agree that the City shall have the right to extend the term of this Contract on the terms and conditions contained herein, as set forth in more detail on Exhibit A.

Article 6. Records, Work Products, Data and City's Obligations

6.01 In order to use the Subscription Services, the City must have and maintain access to the World Wide Web to enable a secure https connection from the City's workstation(s) to Subscription Services, either directly or through devices that access Web-based content. The City must also provide all equipment necessary to make and maintain network connections such as Internet connections.

6.02 The City agrees to use reasonable efforts to timely perform and comply with all of the City's obligations under this Contract, including providing assistance to the Contractor, as needed in obtaining premise permissions for installation of the Sensors.

6.03 As further defined in Article 2, section 2.18, the City shall have the ongoing responsibility for assigning passwords and usernames for its Authorized Users and maintaining the confidentiality and use of the City's password and user names.

6.04 The City shall comply with all applicable laws, rules and regulations relating to the goods and services provided hereunder.

6.05 Copies of all Records and Work Products as are existing, available, and deemed necessary by the City for the performance of the Subscription Services and this Contract shall be furnished to the City upon the City's request.

6.06 The City may retrieve Data from the Subscription Services at any time during the term of this Contract using the download capabilities provided by the Software associated with the Subscription Services. Except as expressly set forth in Article 3, the Contractor shall not access, use, disclose, sell, rent, transfer or copy the Data for any purpose without the express prior written permission of the City.

Article 7. Contractor Personnel and Contract Administration

7.01 The Contractor represents that, at its own expense, it has obtained or will obtain all personnel and equipment required to provide the Subscription Service. It warrants that all such personnel are qualified and possess the requisite licenses or other such legal qualifications to perform the activities necessary for the Contractor to deliver the Subscription Service and for the Subscription Service to function as described on Exhibit A. If requested, the Contractor shall supply a résumé of the managerial staff or consultants it proposes to assign to this Contract, as well as a dossier on the Contractor's professional activities and major undertakings.

7.02 If, in the City's reasonable judgment, the assigned Contractor project manager is not adequately performing the services related to implementation of the Subscription Services, the City may request a replacement. The Contractor shall not replace the project manager working on this Contract without the prior written consent of the City, except in the event of illness, or termination of employment. In either event, Contractor shall have a reasonable timeframe to assign a replacement project manager.

7.03 When the City deems it reasonable to do so, it may assign qualified City employees or others to work with the Contractor to complete the Subscription Service. Nevertheless, it is expressly understood and agreed by the parties that the Contractor shall remain ultimately responsible for the proper completion of the Subscription Service.

7.04 The relationship of the Contractor to the City is and shall continue to be that of an independent contractor and no liability or benefits, such as workers' compensation, pension rights or liabilities, insurance rights or liabilities, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party or either party's agent, Subcontractor or employee as a result of the performance of this Contract. No relationship other than that of independent contractor shall be implied between the parties or between either party's agents, employees or Subcontractors. The Contractor agrees to indemnify, defend, and hold the City harmless against any claim based in whole or in part on an allegation that the Contractor or any of its Associates qualify as employees of the City, and any related costs or expenses, including but not limited to legal fees and defense costs.

7.05 The Contractor warrants and represents that all persons assigned to the performance of this Contract shall be regular employees or independent contractors of the Contractor, unless otherwise authorized by the City. The Contractor's employees' daily working hours while working in or about a City of Detroit facility shall be the same as those worked by City employees working in the facility, unless otherwise directed by the City.

7.06 The Contractor shall comply with and shall require its Associates to comply with all security regulations and procedures in effect on the City's premises.

Article 8. Compensation and Security

8.01 Compensation for Subscription Service provided shall be in the amounts and will be paid in the manner set forth in Exhibit B. Unless this Contract is amended pursuant to Article 19, the amount described on Exhibit B shall be the entire compensation to which the Contractor is entitled for the Subscription Service under this Contract.

8.02 Payment for Subscription Service provided under this Contract is also governed by the terms of

Ordinance No. 42-98, entitled "Prompt Payment of Vendors," being Sections 17-5-281 through 17-5-288 of the 2019 Detroit City Code.

The City employee responsible for accepting performance and payment requests under this Contract is:

Art Thompson
City of Detroit
Chief Information Officer
1301 Third Street
Detroit, Michigan 48226
Art.Thompson@detroitmi.gov

The City employee from whom payment should be requested is:

Art Thompson
City of Detroit
Chief Information Officer
1301 Third Street
Detroit, Michigan 48226
Art.Thompson@detroitmi.gov

Article 9. Maintenance and Audit of Records

9.01 Contractor shall maintain full and complete Records reflecting all operations related to this Contract. The Records shall be subject to inspection, review, and audit by the City and any government-grantor agency. Such Records shall be maintained in accordance with generally accepted accounting and internal controls, and all federal, state, and local accounting principles and governmental accounting and financial reporting standards. All Records must be maintained for no less than five (5) years after the termination of this Contract.

9.02 The City and any government-grantor agency providing funding under this Contract shall have the right at any time with 10 days' notice to examine and audit all Records and other supporting data of the Contractor as the City or any agency deems necessary.

(a) The Contractor shall make all Records available for examination during normal business hours at its Detroit offices, if any, or alternatively at its facility nearest Detroit. The City and any government-grantor agency providing funds for the Contract shall have this right of inspection. The Contractor shall provide copies of all Records to the City or to any such government-grantor agency upon request.

(b) If in the course of such inspection the representative of the City or of another government-grantor agency should note any deficiencies in the performance of the Contractor's agreed upon performance or record-keeping practices, such deficiencies will be reported to the Contractor in writing. The Contractor agrees to promptly remedy and correct any such reported deficiencies within ten (10) days of notification.

(c) Any costs disallowed as a result of an audit of the Records shall be repaid to the City by the Contractor within thirty (30) days of notification or may be set off by the City against any funds due and owing the Contractor, provided, however, that the Contractor shall remain liable

for any disallowed costs exceeding the amount of the setoff.

(d) Each party shall pay its own audit costs. However, if the dollar amount of the total disallowed costs, if any, exceeds three percent (3%) of the dollar amount of this Contract, the Contractor shall pay the City's audit costs.

(e) Nothing contained in this Contract shall be construed or permitted to operate as any restriction upon the powers granted to the Auditor General by the City Charter, including but not limited to the powers to audit all accounts chargeable against the City and to settle disputed claims.

9.03 The Contractor agrees to include the covenants contained in Sections 9.01 and 9.02 in any contract it has with any Subcontractor, consultant or agent who will be charged directly or indirectly to the City for anything related to the Subscription Service.

Article 10. Indemnity

10.01 The Contractor agrees to indemnify, defend, and hold the City harmless against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses (including, without limitation, fees and expenses for attorneys, expert witnesses and other consultants) that may be imposed upon, incurred by, or asserted against the City or its departments, officers, employees, or agents by reason of any of the following occurring during the term of this Contract:

- (a) Any claim arising out of or in connection with the Contractor's or any of its Associates performance under this Contract to the extent of the gross negligence, or tortious act, error, or omission attributable in whole or in part to the Contractor or any of its Associates;
- (b) Any material breach of any of the warranties and representations made by the Contractor in Article 4 of this Contract.
- (c) Any and all injury to the person or property of an employee of the City where such injury arises out of the Contractor's or any of its Associates performance of this Contract.

10.02 The Contractor undertakes and assumes all risk of dangerous conditions when not performing inside City offices. The Contractor also agrees to waive and release any claim or liability against the City for personal injury or property damage sustained by it or its Associates while performing under this Contract on premises that are not owned by the City.

10.03 In addition, the Contractor will, at its expense, defend and indemnify the City from and against losses, suits, damages, liability, and expenses (including reasonable attorney fees) arising out of a claim asserted in a lawsuit or action against the City by a third party unrelated to the City, in which such third party asserts a claim that the Subscription Services and/or Software, when used by the City in accordance with this Contract and the Documentation, infringes any United States patent which was issued by the U.S. Patent and Trademark Office, or United States copyright which was registered by the U.S. Copyright Office, as of the effective date of the City's to License (collectively "Action"), provided that the City provides the Contractor with reasonably prompt notice of any such Action, or circumstances of which the City becomes aware that could reasonably be expected to lead to such Action including but not limited to any cease and desist demands or warnings, and further

provided that the City cooperates with the Contractor and its defense counsel in the investigation and defense of such Action.

- (a) Section 10.03 shall not apply and the Contractor shall have no obligation to defend and indemnify the City in the event the City or a third party modifies, alters, substitutes, or supplements any of the Subscription Services, or Software, or to the extent that the claim of infringement arises from or relates to the integration, bundling, merger, or combination of any of the same with other hardware, software, systems, technologies, or components, functions, capabilities, or applications not licensed by the Contractor as part of the Subscription Services, nor shall it apply to the extent that the claim of infringement arises from or relates to meeting or conforming to any instruction, design, direction, or specification furnished by the City, nor to the extent that the Subscription Services or Software are used for or in connection with any purpose, application, or function other than detecting and locating gunshots exclusively through acoustic means. For the purpose of clarification, it is understood that Section 10.03 shall apply to any integration, bundling, merger, or combination described on Exhibit A as part of the City's Use of Subscription Services licensed herein.
- (b) If, in the Contractor's opinion, the Subscription Services, or Software may, or is likely to become, the subject of such a suit or action, does become the subject of a claim asserted against the City in a lawsuit which the Contractor is or may be obliged to defend under this Section 10.03, or is determined to infringe the foregoing patents or copyrights of another in a final, non-appealable judgment subject to the Contractor's obligations under this section, then the Contractor may in full and final satisfaction of any and all of its obligations under this section, at its option: (1) procure for the City the right to continue using the affected Subscription Services or Software, (2) modify or replace such Subscription Services or Software to make it or them non-infringing, or (3) refund to the City a pro-rata portion of the annual Subscription fees paid for the Subscription Services for the term in which this Contract is terminated.
- (c) **This Section 10.03 states the entire liability of the Contractor and is the City's exclusive remedy for or relating to infringement or claims or allegations of infringement of any patent, copyright, or other intellectual property rights in or to the Subscription Services, its components, and Software.**

10.04 In the event any action shall be brought against the City by reason of any claim covered under this Article 10, the Contractor, upon notice from the City, shall at its sole cost and expense defend the same; provided however, the Contractor shall have the right to choose counsel to defend such suit and/or action, and to control the settlement (including determining the terms and conditions of settlement) and the defense thereof. The City may participate in the defense of such action at its own expense. The Contractor acknowledges that any settlement involving the City must be approved by the City Council prior to the effectiveness of any such settlement.

10.05 The Contractor agrees that it is the Contractor's responsibility and not the responsibility of the City to safeguard the property that the Contractor or its Associates use while performing this Contract. Further, the Contractor agrees to hold the City harmless for any loss of such property used by any such person pursuant to the Contractor's performance under this Contract.

10.06 The indemnification obligation under this Article 10 shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable under workers' compensation acts, other employee benefit acts, any insurance policies or letters of credit listed in Article 11.

10.07 The Contractor agrees that this Article 10 shall apply to all claims, whether litigated or not, that may occur or arise between the Contractor or its Associates and the City and agrees to indemnify, defend and hold the City harmless against any such claims.

10.08 The Contractor shall not be required to indemnify the City for any claims or actions caused to the extent of the negligence or wrongful act of the City, its employees, agents, or contractors. Notwithstanding the foregoing, if a claim, lawsuit, or liability results from or is contributed to by the actions or omissions of the City, or its employees, agents, or contractors, the Contractor's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

10.09 Notwithstanding anything to the contrary in the foregoing sections, except for its intellectual property infringement obligations set forth in Section 10.03, Contractor's cumulative liability for all losses, claims, suits, controversies, breaches or damages for any cause whatsoever arising out of or related to this Contract, whether in contract, tort, by way of indemnification or under statute, and regardless of the form of action or legal theory shall not exceed (i) TEN MILLION DOLLARS (\$10,000,000) for the annual subscription period in which the claim arises; or (ii) the amount of insurance maintained by the Contractor available to cover the loss, whichever is greater. The foregoing limitations shall apply without regard to any failure of essential purpose of any remedies given herein.

10.10 In no event shall either party, or any of its Associates, affiliates or any of its/their respective directors, officers, members, attorneys, employees, or agents, be liable to the other party under any legal or equitable theory or claim, for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, indirect, incidental, or consequential damages, each of which is hereby excluded by this Contract, regardless of whether such damages were foreseeable or whether any party or any entity has been advised of the possibility of such damages.

Article 11. Insurance

11.01 During the term of this Contract, the Contractor shall maintain the following insurance, at a minimum and at its expense:

(a) General liability insurance insuring the Contractor's obligations and responsibilities with respect to the performance of Subscription Service as set out in this Contract. The policy will be extended to include bodily injury and property damage, products and completed operations, and contractual liability to a limit of no less than two million dollars (\$2,000,000) per occurrence. Coverage limits may be met through a combination of the Contractor's primary policy and umbrella policy. The policy will include a cross liability and severability of interest clause and be endorsed to name the City as an additional insured;

(b) Non-owned automobile insurance to a limit of no less than one million dollars (\$1,000,000);

(c) If applicable, automobile insurance (OAP1) for both owned and leased vehicles with inclusive limits of no less than one million dollars (\$1,000,000); and

(d) Errors and omissions (E&O) liability insurance insuring the Contractor to a limit of no less than one million dollars (\$1,000,000) per claim and five million dollars (\$5,000,000) in the aggregate. In lieu of the E&O policy required by this Section 11.02 (d) the Contractor has provided the City with the Letter of Credit. In the event, the Letter of Credit is terminated for any reason prior to the termination of this Contract, the Contractor shall promptly provide a replacement letter of credit of equivalent value, or secure the E&O policy required by this Section 11.01 (d). In the event that the Letter of Credit is terminated, and the Contractor fails to provide either a replacement letter of credit or secure the E&O policy required by this Section 11.01 (d), such failure shall be deemed a breach of this Contract and the City may, among its other remedies, terminate this Contract. The coverage under the policy will be maintained continuously during the Term of this Contract and for an additional two (2) years after the termination or expiration of this Contract and will cover insurable losses arising out of or in association with an error or omission in the rendering of or failure to complete and provide the Subscription Service as set out in this Contract. Coverage under the policy will respond to, but not be limited to the following occurrences:

i. Privacy breach and violations as a result of but not limited to unauthorized access to or wrongful disclosure or dissemination of private information, failure to properly handle, manage, store, destroy or control personal information and include the failure to comply with privacy laws, and their respective regulations regarding the collection, access, transmission, use, and accuracy. Coverage will extend to include the costs associated with notification of affected parties, regardless if required by statute as well as any fines or penalties or costs imposed as a result of the breach including defense of any regulatory action involving a breach of privacy;

ii. Network security incidents arising from Subscription Service security failures such as, but not limited to, unauthorized access, theft or destruction of Data, electronic security breaches, denial of service, spread of virus within the Contractor's computer network, the Subscription Service or other third party computer information systems and will further include expenses related to third party computer forensics;

iii. Privacy breach expenses including crisis management related to electronic and non-electronic breaches;

(e) The Contractor will maintain coverage for damages resulting from the dishonest or criminal acts committed by an employee of the Contractor.

(f) If coverage is to be cancelled or non-renewed for any reason, the Contractor shall provide the City with thirty (30) day notice of said cancellation or non-renewal. The City may request an Extended Reporting Endorsement be purchased by the Contractor at the Contractor's expense. The term of the Extended Reporting Endorsement will be decided by the City and the Contractor.

(g) The Contractor shall ensure that all policies of insurance will be written with an insurer properly licensed to do business; and be non-contributing with and will apply only as primary and not excess to any other insurance or self-insurance available to the City.

(h) The Contractor shall be responsible for payment of all deductibles contained in any insurance required under this Contract.

(i) the Contractor shall deliver to the City certificates of insurance evidencing renewal or replacement of policies required under this Contract prior to the expiration or replacement of the current policies without demand by the City.

(j) If the Contractor fails to maintain in force any insurance required to be maintained by it hereunder, then the City, without prejudice to any of its other remedies, may obtain such insurance on behalf of and at the cost of the Contractor.

(k) The Contractor and its Associates and insurer(s) hereby release the City from any and all liability or responsibility, including anyone claiming through or under them, by way of subrogation or otherwise for any loss or damage which the Contractor may sustain incidental to or in any way related to the Contractor's obligations under this Contract.

11.02 Each such policy shall contain the following cross-liability wording: "In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder."

11.03 All insurance required by this Contract shall be written on an occurrence-based policy form, if the same is commercially available. Cyber liability may be provided on a claims made basis.

11.04 All insurance policies shall name the Contractor as the insured and the commercial general liability and auto policies shall name the City as an additional insured. Certificates of insurance evidencing the coverage required by this Article 11 shall, in a form acceptable to the City, be submitted to the City prior to the commencement of the Subscription Service and annually prior to the expiration dates of expiring policies. In the event the Contractor receives notice of policy cancellation, the Contractor shall immediately notify the City in writing.

11.05 If part of this Contract is subcontracted, the Contractor shall require each Subcontractor to effect and maintain the types and limits of insurance set forth in this Article 11 and shall require documentation of same, copies of which documentation shall be promptly furnished the City.

11.06 The provisions requiring the Contractor to carry the insurance required under this Article 11 shall not be construed in any manner as waiving or restricting the liability of the Contractor under this Contract.

Article 12. Default and Termination

12.01 This Contract shall remain in full force and effect until the end of its term unless otherwise terminated for cause or convenience according to the provisions of this Article 12. For any covenant or obligation that survives the term of this Contract, all related provisions of this Contract shall survive to the extent necessary to enforce that covenant or obligation.

12.02 The City reserves the right to terminate this Contract for cause. Cause is an event of default.

(a) An event of default shall occur if there is a material breach of this Contract, and shall include the following:

- (i) The Contractor fails to provide the Subscription Services in accordance with the

terms of this Contract;

- (ii) The Contractor assigns, transfers, conveys or otherwise disposes of this Contract in whole or in part without prior approval of the City;
- (iii) Any City officer or employee acquires an interest in this Contract so as to create a conflict of interest; and
- (iv) The Contractor is in material breach of any of the provisions of this Contract, or disregards applicable laws, ordinances, permits, licenses, instructions or orders of the City.

(b) If the City finds an event of default has occurred, the City may issue a Notice of Termination for Cause setting forth the grounds for terminating the Contract. Upon receiving a Notice of Termination for Cause, the Contractor shall have thirty (30) business days within which to cure such default. If the default is cured within said thirty (30) business day period, the right of termination for such default shall cease. If the default is not cured to the satisfaction of the City, this Contract shall terminate on the tenth calendar day after the Contractor's receipt of the Notice of Termination for Cause, unless the City, in writing, gives the Contractor additional time to cure the default. If the default is not cured to the satisfaction of the City, this Contract shall terminate on the tenth calendar day after the Contractor's receipt of the Notice of Termination for Cause, unless the City, in writing, gives the Contractor additional time to cure the default. If the default is not susceptible to cure within such thirty (30) day period, the City may agree to an extended cure period. If the default is not cured to the satisfaction of the City within the additional time allowed for cure, this Contract shall terminate for cause at the end of the extended cure period. The City shall have no obligation to pay Contractor for any of its Subscription Services performed during an extended cure period.

(c) If, after issuing a Notice of Termination for Cause, the City determines that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued as a Notice of Termination for Convenience.

12.03 In the event that either party is in material breach of any terms or conditions of this Contract, the non-breaching party may terminate this Contract upon thirty (30) days' prior written notice to the other party, provided that the breaching party has not cured the alleged breach within said thirty (30) day period, or extended timeframe as may be agreed to by the parties. In the event of a breach of Contractor's intellectual property rights, Contractor at its sole discretion may terminate this Contract immediately upon thirty (30) days' written notice to the City.

12.04 Each party's remedies outlined in this Article 12 shall be in addition to any and all other legal or equitable remedies permissible.

12.05 Either Party has the right to terminate this Contract in the event that the other is adjudicated bankrupt or insolvent or a trustee or a debtor-in-possession is appointed over any party's property. Each party retains all of the other termination rights set forth elsewhere in this Contract during the period of any proceedings under the Bankruptcy Code of the United States.

12.06 The Contractor must immediately inform the City of material changes in its operation, ownership or financial condition. Material changes include, but are not limited to:

- (a) Reduction or change in staffing assigned to the Contract.
- (b) Decrease in, or cancellation of, insurance coverage.
- (c) Delinquent payment, or nonpayment, of tax obligations.
- (d) Delinquent payment, or nonpayment, of payroll obligations.
- (e) Delinquent funding, or nonfunding, of pension or profit-sharing plans.
- (f) Delinquent payment, or nonpayment, of subcontractors.
- (g) Termination of, or changes, in subcontracts.
- (h) Transfer, sell, assignment or delegation to an entity other than the Contractor, of ownership or administrative Subscription Service.

12.07 The City shall have the right to terminate this Contract at any time at its convenience by giving the Contractor five (5) business days written Notice of Termination for Convenience. As of the effective date of the termination, the City will be obligated to pay the Contractor the following: (a) the fees or commissions for Subscription Service completed and accepted in accordance with Exhibit A in the amounts provided for in Exhibit B; (b) and the Contractor's costs and expenses incurred prior to the date of the termination for items that are identified in Exhibit B. The amount due to the Contractor shall be reduced by payments already paid to the Contractor by the City. In no event shall the City pay the Contractor more than maximum price, if one is stated, of this Contract.

12.08 After receiving a Notice of Termination for Cause or Convenience, and except as otherwise directed by the City, the Contractor shall:

- (a) Stop work under the Contract on the date and to the extent specified in the Notice of Termination;
- (b) Obligate no additional Contract funds for payroll costs and other costs beyond such date as the City shall specify, and place no further orders on subcontracts for material, the Subscription Service, or facilities, except as may be necessary for completion of such portion of the Subscription Service under this Contract as is not terminated;
- (c) Terminate all orders and subcontracts to the extent that they relate to the portion of the Subscription Service terminated pursuant to the Notice of Termination;
- (d) Preserve all Records, Work Products and submit to the City such Records and Work Products as the City shall specify, and furnish to the City an inventory of all furnishings, equipment, and other property purchased for the Contract, if any, and carry out such directives as the City may issue concerning the safeguarding or disposition of files and property; and
- (e) Submit within thirty (30) days a final report of receipts and expenditures of funds relating to this Contract, and a list of all creditors, Subcontractors, lessors and other parties, if any, to whom the Contractor has become financially obligated pursuant to this Contract.

12.09 After termination of the Contract, each party shall have the duty to assist the other party in the orderly termination of this Contract and the transfer of all rights and duties arising under the Contract, as may be necessary for the orderly, un-disrupted continuation of the business of each party.

12.10 Upon termination of this Contract for any reason, the City's access to the Software and Subscription Services will be terminated and the City's access will be disabled; provided however, the City shall be given access for at least thirty (30) days from the termination of the Contract for the purpose of downloading all Data and Work Product.

Article 13. Assignment

Neither party shall assign, transfer, convey or otherwise dispose of any interest whatsoever in this Contract without the prior written consent of the other party; however, claims for money due or to become due to the Contractor may be assigned to a financial institution without such approval. Notice of any assignment to a financial institution or transfer of such claims of money due or to become due shall be furnished promptly to the City. If the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause stating that the right of the assignee to any monies due or to become due shall be subject to prior liens of all persons, firms, and corporations for the Subscription Service as delivered or materials supplied for the performance of the Subscription Service. This Article 13 shall not apply to a merger or acquisition of all or substantially all of the Contractor's assets. No assignee for the benefit of the City's creditors, custodian, receiver, trustee in bankruptcy, debtor in possession, sheriff, or any other officer of a court, or other person charged with taking custody of the City's assets or business, shall have any right to continue or to assume or to assign these without Contractor's express written consent.

Article 14. Subcontracting

14.01 The City reserves the right to withhold approval of subcontracting such portions of the Subscription Service where the City determines that such subcontracting is not in the City's best interests.

14.02 Each subcontract entered into shall provide that the provisions of this Contract shall apply to the Subcontractor and its Associates in all respects. The Contractor agrees to bind each Subcontractor and each Subcontractor shall agree to be bound by the terms of the Contract insofar as applicable to the work or the portions of the Subscription Service worked on by that Subcontractor.

14.03 The Contractor and the Subcontractor jointly and severally agree that no approval by the City of any proposed Subcontractor, nor any subcontract, nor anything in the Contract, shall create or be deemed to create any rights in favor of a Subcontractor and against the City, nor shall it be deemed or construed to impose upon the City any obligation, liability or duty to a Subcontractor, or to create any contractual relation whatsoever between a Subcontractor and the City.

14.04 The provisions contained in this Article 14 shall apply to subcontracting by a Subcontractor of any portion of the work related to the Subscription Service included in an approved subcontract.

14.05 The Contractor agrees to indemnify, defend, and hold the City harmless against any claims initiated against the City pursuant to any subcontracts the Contractor enters into in performance of this Contract. The City's approval of any Subcontractor shall not relieve the Contractor of any of its responsibilities, duties and liabilities under this Contract. The Contractor shall be solely responsible to the City for the acts or defaults of its Subcontractors and of each Subcontractor's Associates, each of whom shall for this purpose be deemed to be the agent or employee of the Contractor.

Article 15. Conflict of Interest

15.01 The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the delivery of the Subscription Service or otherwise in connection with its performance of this Contract. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed by the Contractor.

15.02 The Contractor further covenants that no officer, agent, or employee of the City and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or performance of this Contract has any personal or financial interest, direct or indirect, in this Contract or in its proceeds, whether such interest arises by way of a corporate entity, partnership, or otherwise.

15.03 The Contractor warrants (a) that it has not employed and will not employ any person to solicit or secure this Contract upon any agreement or arrangement for payment of a commission, percentage, brokerage fee, or contingent fee, other than bona fide employees working solely for the Contractor either directly or indirectly, and (b) that if this warranty is breached, the City may, at its option, terminate this Contract without penalty, liability or obligation, or may, at its option, deduct from any amounts owed to the Contractor under this Contract any portion of any such commission, percentage, brokerage, or contingent fee.

15.04 The Contractor covenants not to employ an employee of the City for a period of one (1) year after the date of termination of this Contract without written City approval.

15.05 The Contractor shall provide a statement listing all political contributions and expenditures ("Statement of Political Contributions and Expenditures"), as defined by the Michigan Campaign Finance Act, MCL 169.201, et seq., made by the Contractor, its affiliates, subsidiaries, principals, officers, owners, directors, agents or assigns, to elective City officials within the previous four (4) years. Individuals shall also list any contributions or expenditures from their spouses.

15.06 The Contractor's Statement of Political Contributions and Expenditures shall be attached to this Contract as "Exhibit C" and made a part hereof. **This Contract is not valid unless and until the Statement of Political Contributions and Expenditures is provided.**

15.07 The Statement of Political Contributions and Expenditures shall be filed by the Contractor on an annual basis for the duration of the Contract, shall be current up to and including the date of its filing, and shall also be filed with all contract renewals and change orders, if any.

Article 16. Confidential Information

16.01 In order that the Contractor may effectively fulfill its covenants and obligations under this Contract, it may be necessary or desirable for the City to disclose confidential and proprietary information, including the Data, to the Contractor or its Associates pertaining to the City's past, present and future activities. Since it is difficult to separate confidential and proprietary information from that which is not, the Contractor shall regard, and shall instruct its Associates to regard, all information, including, but not limited to the Data, gained as confidential and such information shall not be disclosed to any organization or individual without the prior written consent of the City. The above obligation shall not apply to information already in the public domain or information required to be disclosed by a court order.

16.02 The City acknowledges and agrees that the source code, technology, and internal structure of the Software, and Subscription Services, as well as the Documentation, operations manual(s) and training material(s), are the confidential information and proprietary trade secrets of the Contractor, the value of which would be destroyed by disclosure to the public. Use by anyone other than the City of the Subscription Services, and Documentation are prohibited, unless pursuant to a valid assignment under this Contract. Unless prohibited by applicable law, the terms and conditions of this Contract, including pricing and payment terms shall also be treated as the Contractor's confidential information. The City agrees during the term of this Contract, and thereafter, to hold the confidential information and proprietary trade secrets of the Contractor in strict confidence and to not permit any person or entity to obtain access to it except as required for the City's exercise of the License rights granted under this Contract. Nothing in this Contract is intended to or shall limit any rights or remedies under applicable law relating to trade secrets, including the Uniform Trade Secrets Act as enacted in applicable jurisdictions.

16.03 The Contractor agrees to take appropriate action with respect to its Associates to ensure that the foregoing obligations in section 16.01 of non-use and non-disclosure of the City's confidential information shall be fully satisfied.

16.04 The Contractor has structured its technology, processes and policies in such a way as to minimize the risk of privacy infringements from audio surveillance while still delivering important public safety benefits to its the City's. These efforts to maintain privacy include the following:

(a) The Contractor will not provide extended audio to any other person beyond the audio snippet (1 second of ambient noise prior to a gunshot, the gunshot audio itself, and 1 second after the incident). The Contractor will vigorously resist any subpoena or court order for extended audio that goes beyond an audio snippet.

(b) The Contractor will not provide a list or database of the precise location of Sensors to police or the public if requested and will challenge any subpoenas for this location any data.

16.05 Obligations of the Parties. The receiving Party's ("Recipient") obligations under this section shall not apply to any of the disclosing Party's ("Discloser") Confidential Information that Recipient can document: (a) was in the public domain at or subsequent to the time such Confidential Information was communicated to Recipient by Discloser through no fault of Recipient; (b) was rightfully in Recipient's possession free of any obligation of confidence at or subsequent to the time such Confidential Information was communicated to Recipient by such Discloser; (c) was developed by employees or agents of

Recipient independently of and without reference to any of Discloser's Confidential Information; or (d) was communicated by Discloser to an unaffiliated third party free of any obligation of confidence. A disclosure by Recipient of any Discloser Confidential Information (a) in response to a valid order by a court or other governmental body; (b) as otherwise required by law; or (c) necessary to establish the rights of either party under this Contract shall not be considered to be a breach of this Contract by the Recipient; provided, however, that Recipient shall provide prompt prior written notice thereof to the Discloser to enable Discloser to seek a protective order or otherwise prevent such disclosure. The Recipient shall use reasonable controls to protect the confidentiality of and restrict access to all Confidential Information of the Discloser to those persons having a specific need to know for the purpose of performing the Recipient's obligations under this Agreement. The Recipient shall use controls no less protective than Recipient uses to secure and protect its own confidential, but not "Classified" or otherwise Government-legended, information. Upon termination of this Contract, the Recipient, as directed by the Discloser, shall either return the Discloser's Confidential Information, or destroy all copies thereof and verify such destruction in writing to the Discloser. Unless the Recipient obtains prior written consent from the Discloser, the Recipient agrees that it will not reproduce, use for purposes other than those expressly permitted in this Contract, disclose, sell, license, afford access to, distribute, or disseminate any information designated by the Discloser as confidential.

Article 17. Compliance with Laws and Privacy and Security Policies

17.01 The Contractor shall comply with and shall require its Associates to comply with all applicable federal, state, local laws, including, but not limited to the Privacy and Security Policies.

17.02 The Contractor shall hold the City harmless with respect to any damages arising from any violation of law or the Privacy and Security Policies by it or its Associates. The Contractor shall commit no trespass on any public or private property in the performance of this Contract. The Contractor shall require as part of any subcontract that the Subcontractor comply with all applicable laws and regulations.

Article 18. Office of Inspector General

18.01 In accordance with Section 2-106.6 of the City Charter, this Contract shall be voidable or rescindable at the discretion of the Mayor or Inspector General at any time if a Public Servant who is a party to the Contract has an interest in the Contract and fails to disclose such interest.

18.02 This Contract shall also be voidable or rescindable if a lobbyist or employee of the contracting party offers a prohibited gift, gratuity, honoraria or payment to a Public Servant in relation to the Contract.

18.03 A fine shall be assessed to the Contractor in the event of a violation of Section 2-106.6 of the City Charter. If applicable, the actions of the Contractor, and its representative lobbyist or employee, shall be referred to the appropriate prosecuting authorities.

18.04 Pursuant to Section 7.5-306 of the City Charter, the Inspector General shall investigate any Public Servant, City agency, program or official act, contractor and subcontractor providing goods and Subscription Service to the City, business entity seeking contracts or certification of eligibility for City contracts and person seeking certification of eligibility for participation in any City program, either in response to a complaint or on the Inspector General's own initiative in order to detect and prevent waste, abuse, fraud and corruption.

18.05 In accordance with Section 7.5-310 of the City Charter, it shall be the duty of every Public Servant, contractor, subcontractor, and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the Inspector General in any investigation pursuant to Article 7.5, Chapter 3 of the City Charter.

18.06 Any Public Servant who willfully and without justification or excuse obstructs an investigation of the Inspector General by withholding documents or testimony, is subject to forfeiture of office, discipline, debarment or any other applicable penalty.

18.07 As set forth in Section 7.5-308 of the City Charter, the Inspector General has a duty to report illegal acts. If the Inspector General has probable cause to believe that any Public Servant or any person doing or seeking to do business with the City has committed or is committing an illegal act, then the Inspector General shall promptly refer the matter to the appropriate prosecuting authorities.

18.08 In accordance with Section 17-5-351(a) of the Detroit City Code, the City shall solicit offers from, award contracts to, consent to subcontracts with, or otherwise to conduct business with, responsible contractors only. To effectuate this policy, the debarment of contractors and subcontractors from current and/or future City work may be undertaken.

18.09 Therefore, it will be the responsibility of all the Contractor to check the list of debarred contractors in the City's website and confirm that neither the Contractor nor the subcontracting company is listed on the City's debarment list and they will not be using the debarred (sub)contractor(s) to conduct any City business.

18.10 In accordance with Section 17-5-352(c) of the Detroit City Code, the Contractor shall report to the Office of Inspector General any improper, unethical or illegal activity or requests made by elected officers of the City, including those acting on their behalf, or any Public Servant in connection with this Contract.

Article 19. Amendments

19.01 The City may consider it in its best interest to change, modify or extend a covenant, term or condition of this Contract or request that the Contractor modify the Subscription Service in any manner not described on Exhibit A. Any such change, addition, deletion, extension or modification of Subscription Service may require that the compensation paid to the Contractor by the City be proportionately adjusted, either increased or decreased, to reflect such modification. If the City and the Contractor mutually agree to any changes or modification of the Subscription Service or this Contract, the modification shall be incorporated into this Contract by written Amendment.

19.02 Compensation shall not be modified unless there is a corresponding modification in the Subscription Service sufficient to justify such an adjustment. If there is any dispute as to compensation, the Contractor shall continue to perform under this Contract until the dispute is resolved.

19.03 No Amendment to this Contract shall be effective and binding upon the parties unless it expressly makes reference to this Contract, is in writing, is signed and acknowledged by duly authorized representatives of both parties, is approved by the appropriate City departments and the City Council, and is signed by the Chief Procurement Officer.

19.04 The City shall not be bound by Unauthorized Acts of its employees, agents, or representatives with regard to any dealings with the Contractor and any of its Associates.

Article 20. Fair Employment Practices

20.01 The Contractor shall comply with, and shall require any Subcontractor to comply with, all federal, state and local laws governing fair employment practices and equal employment opportunities.

20.02 The Contractor agrees that it shall, at the point in time it solicits any subcontract, notify the potential Subcontractor of their joint obligations relative to non-discrimination under this Contract, and shall include the provisions of this Article 20 in any subcontract, as well as provide the City a copy of any subcontract upon request.

20.03 Breach of the terms and conditions of this Article 20 shall constitute a material breach of this Contract and may be governed by the provisions of Article 12, "Default and Termination."

Article 21. Notices

21.01 All notices, consents, approvals, requests and other communications ("Notices") required or permitted under this Contract shall be given in writing, mailed by postage prepaid, certified or registered first-class mail, return receipt requested, and addressed as follows:

If to the Detroit Police Department on behalf of the City:

City of Detroit
Detroit Police Department (DPD)
1301 Third Street
Detroit, MI 48226
Attention: Art Thompson

City of Detroit
Office of the Chief Financial Officer
Office of Contracting and Procurement
2 Woodward Ave., Suite 1008
Detroit, MI 48226
Attention: _____

If to the Contractor:

ShotSpotter, Inc.
39300 Civic Center Drive, Suite 300
Fremont, CA 94538
Attention: Alan R. Stewart

21.02 All Notices shall be deemed given on the day of mailing. Either party to this Contract may change its address for the receipt of Notices at any time by giving notice of the address change to the other party. Any Notice given by a party to this Contract must be signed by an authorized representative of such party.

21.03 The Contractor agrees that service of process at the address and in the manner specified in this

Article 21 shall be sufficient to put the Contractor on notice of such action and waives any and all claims relative to such notice.

Article 22. Force Majeure

No failure or delay in performance of this Contract, by either party, shall be deemed to be a breach thereof when such failure or delay is caused by a force majeure event including, but not limited to, any Act of God, strikes, lockouts, wars, acts of terrorism, riots, epidemics, explosions, sabotage, breakage or accident to equipment, the binding order of any court or governmental authority, or any other cause, whether of the kind herein enumerated or otherwise, not within the control of a party. In the event of a dispute between the parties with regard to what constitutes a force majeure event, the City's reasonable determination shall be controlling.

Article 23. Waiver

23.01 Neither party shall be deemed to have waived any of its rights under this Contract unless such waiver is in writing and signed by the party consenting to such waiver.

23.02 No delay or omission on the part of either party in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one (1) occasion shall not be construed as a waiver of any right on any future occasion.

23.03 No failure by either party to insist upon the strict performance of any covenant, agreement, term or condition of this Contract or to exercise any right, term or remedy consequent upon its breach shall constitute a waiver of such covenant, agreement, term, condition, or breach.

Article 24. Miscellaneous

24.01 If any provision of this Contract or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Contract shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.

24.02 This Contract contains the entire agreement between the parties with respect to the subject matter herein, and all prior negotiations and agreements are merged into this Contract. Neither the City nor the City's agents have made any representations except those expressly set forth in this Contract, and no rights or remedies are, or shall be, acquired by the Contractor by implication or otherwise unless expressly set forth in this Contract. The Contractor waives any defense it may have to the validity of the execution of this Contract. Notwithstanding any language to the contrary therein, no terms or conditions stated in any Contractor license, user agreement, or any other Contractor order documentation shall be incorporated into or form any part of this Contract, and all such terms or conditions shall be null and void. Further, in the event any Purchase Order issued in connection with this Contract contains terms and conditions which conflict with the provisions of this Contract, the provisions of this Contract shall prevail over such conflicting terms and conditions and shall take precedence. Any such conflicting Purchase Order terms and conditions shall have no force and effect, shall be considered void, and the Subcontractor and its Associates acknowledge that Subcontractor may not rely upon any such conflicting terms and conditions.

24.03 Unless the context otherwise expressly requires, the words "herein," "hereof," and "hereunder," and other words of similar import, refer to this Contract as a whole and not to any particular section or

subdivision.

24.04 The headings of the sections of this Contract are for convenience only and shall not be used to construe or interpret the scope or intent of this Contract or in any way affect the same.

24.05 This Contract and all actions arising under it shall be governed by, subject to, and construed according to the law of the State of Michigan. The Contractor agrees, consents and submits to the exclusive personal jurisdiction of any state or federal court of competent jurisdiction in Wayne County, Michigan, for any action arising out of this Contract. The Contractor also agrees that it shall not commence any action against the City because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of this Contract in any state, federal or foreign court of competent jurisdiction other than one in Wayne County, Michigan.

24.06 If any Associate of the Contractor shall take any action that, if done by a party, would constitute a breach of this Contract, the same shall be deemed a breach by the Contractor.

24.07 The rights and remedies set forth in this Contract are not exclusive and are in addition to any of the rights or remedies provided by law or equity.

24.08 For purpose of the hold harmless and indemnity provisions contained in this Contract, the term "City" shall be deemed to include the City of Detroit and all other associated, affiliated, allied or subsidiary entities or commissions, now existing or subsequently created, and their officers, agents, representatives, and employees.

24.09 The Contractor covenants that it is not, and shall not become, in arrears to the City upon any contract, debt, or other obligation to the City including, without limitation, real property, personal property and income taxes, and water, sewage or other utility bills.

24.10 This Contract may be executed in any number of original counterparts, any one of which shall be deemed an accurate representation of this Contract. Promptly after the execution of this Contract, the City shall provide a copy to the Contractor.

24.11 As used in this Contract, the singular shall include the plural, the plural shall include the singular, and a reference to either gender shall be applicable to both.

24.12 The rights and benefits under this Contract shall inure to the benefit of the heirs, executors, administrators, agents, successors, and assigns of the parties hereto. This section 24.12 shall not be construed as a consent to any assignment of this Contract by either party except as provided in Article 13.

24.13 The City shall have the right to recover by setoff from any payment owed to the Contractor all delinquent withholding, income, corporate and property taxes owed to the City by the Contractor, any amounts owed to the City by the Contractor under this Contract or other contracts, and any other debt owed to the City by the Contractor.

24.14 If this Contract is grant-funded, this Contract is governed by the terms and conditions of the grant including all reporting requirements.

24.15 Any trademarks and service marks ("Trademarks") adopted by the Contractor to identify the Documentation and other products and services belonging to the Contractor prior to, or subsequent to the

effective date of this Contract, shall continue to belong to the Contractor. Nothing herein grants, or shall be construed to grant, to the City any rights to such Trademarks.

Article 25 Board of Ethics

25.01 In accordance with Section 2-106.10 of the City Charter, it is the duty of every Public Servant, the Contractor and subcontractors, if any to cooperate with the Board of Ethics in any investigation.

25.02 Any Public Servant who willfully and without justification or excuse obstructs an investigation of the Board of Ethics by withholding documents or testimony is subject to forfeiture of office, discipline, debarment or any other applicable penalty.

25.05 The Contractor acknowledges that it subject to debarment or any other applicable penalty, if the Contractor willfully and without justification or excuse obstructs an investigation of the Board of Ethics by withholding documents or testimony.

(Signatures appear on next page)

Signature Page

The City and the Contractor, by and through their duly authorized officers and representatives, have executed this Contract as follows:

City of Detroit:
Detroit Police Department

By:

DocuSigned by:

James E. White

426ECD351B6B45F...

Chief of Police 10/10/2022

Printed Name and Title

Contractor:
ShotSpotter, Inc.

By:

DocuSigned by:

Alan Stewart

BBD8DB9E37F4F6...

CFO

10/10/2022

Printed Name and Title

THIS CONTRACT WAS APPROVED BY
THE CITY COUNCIL ON:

Date

THIS CONTRACT WAS APPROVED
BY FRC ON:
(if FRC approval is not required, leave blank)

Date

APPROVED BY LAW DEPARTMENT
PURSUANT TO § 7.5-206 OF THE CHARTER
OF THE CITY OF DETROIT

Chief Procurement Officer

Date

Corporation Counsel

Date

**THIS CONTRACT IS NOT VALID OR AUTHORIZED UNTIL APPROVED BY RESOLUTION
OF THE CITY COUNCIL AND SIGNED BY THE CHIEF PROCUREMENT OFFICER.**

Exhibit A – Gunshot Detection Subscription Service

A.1. Notice to Proceed

The term of this Contract shall begin upon approval by the Detroit City Council, and shall terminate on June 30, 2026, unless the City exercises its option to extend the term. The Contractor shall commence performance of this Contract upon receipt of a written “Notice to Proceed” from the City and in the manner specified in the Notice to Proceed.

A.2. Subscription Services Objectives and General Description

The Contractor will provide expanded coverage of the City’s current 6.48 square miles of gunshot detection, location, and forensic analysis Subscription Services to add approximately 31.79 square miles for a total of approximately 38.27 square miles of the Coverage Area. The System is outdoor area acoustic gunshot system will enable the City to precisely and quickly identify where there are gunfire incidents. This analysis Subscription Services will provide critical real-time gunfire intelligence to aid in the reduction of gun violence in the City by identifying more gunshot incidents and improved response times. The Subscription Services will be integrated into the City’s current security management technology and will work in concert with the City's focused deterrence model which has had demonstrable success in reducing gun violence.

A.3 Subscription Services Description

The Contractor will provide the Subscription Services that, will include, at a minimum, the following Coverage Areas:

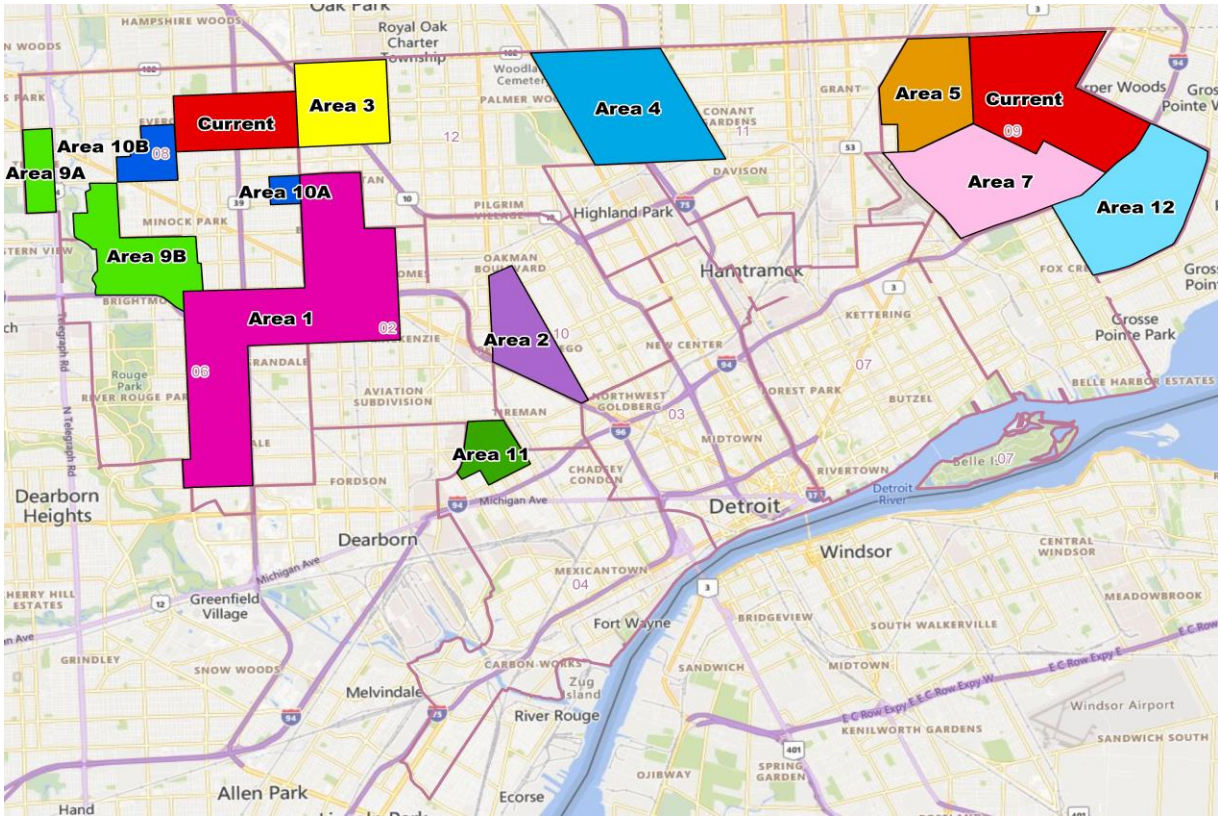


Figure 1: Proposed ShotSpotter Coverage Area Expansion = 31.79 square miles

| | | mi ² | | | mi ² |
|--|--------|-----------------|--|---------|-----------------|
| | Area 1 | 8.54 | | Area 7 | 3.89 |
| | Area 2 | 1.70 | | Area 9 | 3.08 |
| | Area 3 | 2.22 | | Area 10 | 1.05 |
| | Area 4 | 4.23 | | Area 11 | 0.88 |
| | Area 5 | 2.45 | | Area 12 | 3.75 |

The Subscription Services Reports and Expert Witness Testimony Services. The Subscription Services will provide:

1. Forensic Reports.

- a. Investigative Lead Summary (“ILS”). The Subscription Services provides an on-demand report available through the “ShotSpotter Respond Application.” The Investigative Lead Summary (ILS) provides useful details about the approximate location, timing, and sequence of each shot fired during an incident. The ILS will help DPD officers find shell casings, confirm witness accounts, and identify suspects. ILS reports are available immediately after an incident occurs via the mobile, web, or desktop “ShotSpotter Respond” application (machine-generated). The ILS is not a court-admissible document.
- b. Detailed Forensic Report (“DFR”). The Subscription Services will provide a DFR for any Subscription Services-detected incidents, including Reviewed Alerts. The DFR is intended to be a court-admissible document used by attorneys as part of a court case for the exact, verified timing, sequence and location of each shot fired. Secondly, the DFR is available for use by DPD to obtain a search warrant or to investigate an Officer Involved Shooting.

DFRs must be requested in writing and addressed to the Contractor. Requests may be submitted via the Forensics Services page under the Law Enforcement tab on the Contractor’s website (www.shotspotter.com). The Contractor will use commercially reasonable efforts to provide a DFR within ten (10) business days of receipt of the request.

- c. For one year after the Contract’s termination, the Contractor shall continue to provide forensic reports in accordance with this section for any Subscription-Services-detected incident that occurred prior to the Contract’s termination so long as the necessary data is accessible.

2. Expert Witness Testimony Services.

The Contractor will provide reasonable expert witness services, including Reviewed Alerts, for an hourly fee as set forth in Exhibit B, as well as reimbursement of all travel and per diem costs. If requested to provide Expert Witness Testimony Services, the Contractor will invoice the City for the number of hours expended to prepare for and provide expert witness testimony, and actual travel expenses, upon completion of the services. The City understands that the Contractor undertakes to provide individuals whose qualifications are sufficient for such services, but does not warrant that any person or his or her opinion will be accepted by every court. The Contractor requires at least fourteen (14) days prior notice of such a requirement in writing from the City. The City must include dates, times, specific locations, and a point of contact for the Contractor personnel. Due to the nature of legal proceedings, the Contractor cannot guarantee that its services described in this section shall produce the outcome, legal or otherwise, which The City desires. Payment for expert witness services described shall be due and payable when services are rendered regardless of the outcome of the proceedings.

The Contractor shall provide Expert Witness Testimony Services as described above at the request of the City for any and all Reviewed Alerts occurring during the term of the Contract whether or not the request is made during the term of the Contract

or within sixty (60) days after termination of the Contract, as long as the City pays for the Expert Witness Testimony Services as described on Exhibit B, and to the extent that ShotSpotter has access to the Data.

A.4 Training

The Contractor will assign a Customer Success Director to the DPD to ensure that it delivers consistent, quality training based on the DPD's needs. In preparation for the planned cutovers, the Contractor will train each group of users on the Subscription Services applications, including A-4 ShotSpotter Respond, ShotSpotter Dispatch, and the Insight applications. Using a combination of instructor- led, train-the-trainer, and on-line computer-based training, the Contractor's Customer Success Team will work with the DPD to tailor a training program that addresses the unique needs and/or scheduling constraints of the DPD users.

A.5 Live Fire Test

Prior to Go Live (live operational use) of the Subscription Services, ShotSpotter, in conjunction with City personnel, will conduct a live fire test (Deployment Quality Validation) of the Subscription Services to measure the Performance Rate, as defined in section A.6 below, using empirical data that can only be acquired via live fire testing, verifying and validating system settings, and identifying potential problem areas for correction. The exercise involves firing live gunshot rounds into an agency-approved bullet trap at a number of approved locations in the Coverage Area selected jointly by the Contractor's project manager and the City's personnel. Data generated by the exercise will be analyzed to verify and validate measured gunshot location performance and identify possible adjustments or system configuration changes to ensure reliable performance.

A.6 Subscription Services Service Levels and Support Services

The Contractor will use commercially reasonable efforts to respond to support requests within twenty-four (24) hours of receipt of the request during the period of 8 am to 5 pm Monday through Friday. A Contractor email support specialist will be responsible for receiving City reports of missed incidents, or errors in the Subscription Services, and, to the extent practicable over email or telephone, making commercially reasonable efforts to assist the City in resolving the City's reported problems. In the event the problem cannot be resolved telephonically, then Contractor will use commercially reasonable efforts to restore functionality of the Subscription Services in accordance with the standard Contractor's user documentation provided with the Subscription Services within seventy-two (72) hours of receipt of the report.

Under the terms and conditions of the Contract, the Contractor commits to meet or exceed the following Service Level Agreement (SLA) standards as it provides its Subscription Services. (Refer to the ShotSpotter Definition of Key Terms at the end of this section A.6 for a complete definition of terms associated with this SLA and further details in the expanded definitions listed below the Summary. The basis for this SLA and performance measurement will be total gunshot incidents as defined by the Definition of Key Terms.):

| Service | SLA and Measurement |
|------------------------------|--|
| Gunshot Detection & Location | 90% of unsuppressed, outdoor gunfire incidents, using standard, commercially available rounds greater than .25 caliber, inside the Coverage Area will be detected and located within 25 meters of the actual gunshot location. |
| Reviewed Alerts | 90% of gunshot incidents will be reviewed and published in less than 60 seconds. |
| Service Availability | The Subscription Services service will be available to the City 99.9% of the time with online access to data, excluding scheduled maintenance windows. |

Notifications API License Pack

The Contractor will provide the City with a subscription to the Notifications API License Pack for the duration of the contract. The subscription will include an annual software license, maintenance support, API consulting services, and up to three (3) interfaces. No third-party services or middleware costs are included.

Gunshot Detection & Location Performance

The Subscription Services will detect and accurately locate to within 25 meters of the actual gunshot location 90% of unsuppressed, outdoor gunshots fired inside the contracted coverage area using standard, commercially available rounds greater than .25 caliber.

Reviewed Alerts Service

The Subscription Services' real-time Incident Review Center (IRC) will review at least 90% of all gunfire incidents within 60 seconds. This human review is intended to confirm or change the machine classification of the incident type, and, depending on the reviewer's confidence level that the incident is or may be gunfire, will result in an alert ("Reviewed Alert") sent to the City's dispatch center, patrol car mobile data terminals (MDT), and officer smartphones (via the ShotSpotter App), based on the following criteria:

| Incident Type | Action |
|---|---|
| High confidence incident is gunfire | Reviewed Gunfire Alert, (Single Gunshot "SG" or Multiple Gunshots "MG") sent to Customer's dispatch center, patrol car mobile data terminals (MDT), and officer smartphones (via the ShotSpotter Respond App) |
| Uncertain if incident is gunfire or not | Reviewed Probable Gunfire ("PG") Alert sent to Customer's dispatch center, patrol car MDTs, and officer smartphones |
| Low confidence incident is gunfire | No alert will be sent; incident available for Customer review in the incident history available through Insight |

Reviewed Alerts are sent to the City's dispatch center, patrol car MDTs, and officer smartphones. Information in a Reviewed Alert will include the following:

- "Dot on the map" with latitude and longitude indicating the location of the incident.
- Parcel address closest to location of the incident.
- When available, additional situational awareness data points may be included, such as:
 - Qualitative data on the type/severity of incident: Fully automatic, High Capacity
 - Other comments (if any)

The ShotSpotter Respond App, and Insight provide the City with full and immediate access to incident history including information the Subscription Services uses in its internal review process. This information includes, among other things, the initial incident classification and any reclassifications of an incident, incident audio wave forms, and incident audio files. This data access is available as long as the City is under active subscription.

Service Availability

The Subscription Services will be able to detect gunfire and available to users with online access to data 99.9% of the time, on a 24x7 by 365 day per year basis, excluding: a) scheduled maintenance periods which will be announced to the City in advance; b) select holidays; and c) third party network outages beyond the Contractor's control. The Subscription Services include all database, applications, and communications services hosted by the Contractor at its data center and specifically exclude the City's internal network or systems or third party communications networks, e.g. Verizon, AT&T or the Customer's internet service provider.

City SLA Credits

Each Service Level measurement shall be determined quarterly, the results of which will be reviewed during the periodic account review meetings with the City. For each calendar quarter that the Contractor does not meet at least two of the three above standards, a fee reduction representing one free week of service (for the affected Coverage Area) for each missed quarter shall be included during a future City renewal.

Service Level Exclusions and Modifications

The Contractor shall maintain Service Levels at all times. However, Service Level performance during New Year's Eve and Independence Day and the 48-hour periods before and after these holidays, are specifically excluded from Service Level standards. During these excluded periods, because of the large amount of fireworks activity, the Subscription Services uses fireworks suppression techniques to distinguish gunshots from fireworks.

The Contractor will put the Subscription Services system into "fireworks suppression mode" during this period in order to reduce and distinguish the non-gunfire incidents required for human classification. The Contractor will inform the City in writing prior to the Subscription Services being placed in fireworks suppression mode and when the mode is disabled. While in fireworks suppression mode, the incident alerts determined to be fireworks are not sent to the reviewer nor the City dispatch center, patrol car MDTs, and officer smartphones; however, these non-gunfire incidents will continue to be stored in the database for use if required at a later time.

The Subscription Services sensors send incident information to the Subscription Services cloud via third party cellular, wireless or wired networks. The Contractor is not responsible for outages on the third party networks.

Service Failure Notification

Should the Contractor identify any condition (disruption, degradation or failure of network, cloud, servers, sensors etc.) that impacts the Subscription Services' ability to meet the Gunshot Detection & Location standard set forth in this Contract, the Contractor will proactively notify the City in writing with: a) a brief explanation of the condition; b) how the City's service is affected; and c) the approximate timeframe for resolution. The Contractor will also notify the City once any such condition is resolved.

The City Responsibilities

The purpose of the Reviewed Alert service is to provide incident data to the City, reviewed, analyzed and classified in the manner described above. However, it is the sole responsibility of the City to interpret the data provided, and to determine any appropriate follow-up reaction or response, including whether or not to dispatch emergency responder resources based on a Reviewed Alert. The Contractor does not assume any obligation, duty or responsibility for the City's reaction, response, or dispatch decisions, or for the consequences or outcomes of any decisions made or not made by the City in reliance, in whole or in part, on any of the Subscription Services.

The City must inform the Contractor when Verified Incidents of gunfire are missed by the Subscription Services in order to properly calculate Performance Rate, as defined below.

The City is responsible for providing any required workstations, mobile devices and internet access for the City's dispatch center, patrol car MDTs, and officer smartphones, or Insight.

Support Level Matrix

| Support Level | Tier 1 Support (IRC) | Tier 2 Support (Customer Support) |
|---------------------------|--|--|
| Features | <ul style="list-style-type: none"> • Login support • Report a misclassification • Report a missed incident • Report a mislocated incident • Basic audio request • General/application questions • Request for ILS | <p>Normal Support:</p> <ul style="list-style-type: none"> • Analysis of missed gunshots • Detailed audio search • Performance analysis • Integration issues <p>Critical Support:</p> <ul style="list-style-type: none"> • System outage |
| Hours of Operation | 24x7x365 | <p>Normal Support: 5 am – 11 pm Pacific Time Zone Escalation: 24x7x365</p> |

ShotSpotter – Definition of Key Terms

The Subscription Services will provide data for correct detection and accurate location for ninety percent (90%) of detectable (outdoor, unsuppressed) community gunfire which occurs within the Coverage Area, provided the measurement is Statistically Significant, as defined below. This “Performance Rate” shall be calculated as a percentage as follows:

$$\text{Performance Rate} = \frac{\text{Number Accurately Located}}{(\text{Number Accurately Located} + \text{Number Not Detected} + \text{Number Mislocated})}$$

where the “Performance Rate” is a number expressed as a percentage, “Number Accurately Located” is the number of “Gunfire Incidents” occurring within the Coverage Area during the specified period for which the Subscription Services produced an Accurate Location, Number Mislocated is the number of Verified Incidents (a “Verified Incident” is an incident where The City has physical or other credible evidence that gunfire took place) for which the Subscription Services produced an inaccurate location (i.e., a Mislocated Incident), and Number Not Detected is the number of Verified Incidents for which the Subscription Services failed to report a location at all (i.e., Missed Incidents).

An “Accurate Location” shall mean an incident located by the Subscription Services to a latitude/longitude coordinate that lies within a 25-meter radius of the confirmed shooters location (25 meters = approximately 82 feet). “Detectable Gunfire” incidents are unsuppressed discharges of ballistic firearms which occur fully outdoors in free space (i.e. not in doorways, vestibules, windows, vehicles, etc.) using standard commercially available rounds of caliber greater than .25.

The Subscription Services Review Period is measured as the period commencing when the Incident Review Center (IRC) receives the alert and the first audio download to the time it is published to the City.

The Subscription Services detects the sound of the muzzle blast and does not rely upon the sound of the bullet traveling through the air. Therefore, the speed in which the bullet travels (subsonic or supersonic) has no bearing on the Performance Rate. The Subscription Services location system is not a “point protection” system and is therefore not designed to consistently detect gunfire at every single location within the Coverage Area, but rather to Accurately Locate 90% of the Detectable Incidents in aggregate throughout the entire Coverage Area. There may be certain locations within the Coverage Area where obstacles and ambient noise impede and/or overshadow the propagation of acoustic energy such that locating the origin at those positions is inconsistent or impossible. The Performance Rate calculation is thus specifically tied to the Community Gunfire across the entire Coverage Area.

Statistically Significant shall be defined as measurements and calculations which shall be performed as follows: (a) Across an entire Coverage Area; (b) Aggregating over a period of at least 30 days under weather conditions seasonally normal for the area; and (c) Provided that the total number of gunfire incidents being counted is equal to or greater than: (i) thirty (30) incidents for systems of up to three (3) square miles of Coverage Area, or (ii) ten (10) incidents multiplied by the number of square miles of Coverage Area for systems where one or more Coverage Areas are three (3) square miles or larger.

Exhibit B – Fee Schedule

I. General

(a) The Contractor shall be paid for the proper functioning Subscription Service pursuant to this Contract a maximum amount of Seven Million and 00/100 Dollars (\$7,000,000.00) for the term of this Contract as set forth in Exhibit A, Scope of Services.

(b) Payment for the proper performance of the Services shall be contingent upon receipt by the City of invoices for payment. Each invoice shall certify the total cost, itemizing costs when applicable. Except as otherwise provided, each invoice must be received by the City not more than thirty (30) days after the close of the calendar month in which the services were rendered and must be signed by an authorized officer or designee of the Contractor. Contractor shall submit invoices in accordance with the following payment schedule and Section IV below:

- \$902,650.00 portion of Subscription Period 1 fees due upon execution and approval of agreement
- Remaining portion of Subscription Period 1 fees due upon ShotSpotter activation (Go Live) status*
- 100% of Subscription Period 2 fees due prior to 1st anniversary of ShotSpotter Go Live*
- 100% of Subscription Period 3 fees due prior to 2nd anniversary of ShotSpotter Go Live*
- 100% of Subscription Period 4 fees due prior to 3rd anniversary of ShotSpotter Go Live*

*The total Coverage Area to be implemented under this Contract is 31.79 square miles, divided among 12 areas as shown in the coverage map and legend in Exhibit A. Go Live for the areas within the full Coverage Area will be phased in accordance with the mutually agreed upon timeframe between the City and ShotSpotter. Invoicing at Go Live will be submitted on a quarterly basis. Such quarterly invoices must include all supporting information requested by the City and must be paid within 30 days of receipt and verification by the City. The invoice for the Subscription Period 2 will be submitted after all Coverage Areas have gone live.

Both parties understand and agree that: a) while ShotSpotter agrees to invoice the City on a quarterly basis for the 1st subscription period, the resulting quarterly invoices will reflect the coverage area(s) and actual go live date(s) for each that the parties agreed to take live during the quarter; and b) the 1st subscription period for each coverage area, or portion thereof, will commence upon the actual go live date for that coverage area, or portion thereof.

If the City terminates the Subscription Services for any area of the total Coverage Area prior to the end of any subscription period, a prorated portion of the City fee paid for that area shall be applied as a credit to the invoice for the subsequent subscription period fee for the full Coverage Area.

If the Contract terminates prior to the end of any subscription period, the City fee for that period shall be prorated and all fees paid for services that will not be rendered must be returned to the City, including all outstanding credits that have not been applied. If the date for payment of the fourth installment is less than 6 months prior to the final termination date of this Contract, the fourth installment amount shall be prorated for the number of months remaining of the term of the Contract.

II. Billing All invoices submitted pursuant to this Contract must include part or item numbers and part or item description, list price, and applicable discount. Items not properly invoiced will not be paid. It is the Contractor's responsibility to ensure the creation of invoice(s) in Oracle Cloud. Invoices must meet the following conditions for payment:

- (a) Price on invoice must correspond to the pricing listed on purchase order and/or contract.
- (b) Contractor must submit price lists in accordance with bid requirements.
- (c) Contractor must register in the Supplier Portal and be set up for ACH (wireless payment) in order to receive payment.
- (d) Contractor registration and invoice submission instructions can be found on the City of Detroit's website at <http://www.detroitmi.gov/Supplier>. Questions should be directed to procurementinthecloud@detroitmi.gov.

III. Expert Witness Testimony Services Fees

Expert Witness Testimony Services must be billed separately at the rate of \$350.00 per hour.

Expert Witness Services are available upon request and will be billed separately, including travel expenses as further defined in Exhibit A. Under no circumstances shall the amount paid to the Contractor exceed the amount stated in the first paragraph of this Exhibit B.

The City, at its sole discretion, may use the difference in the total fees actually incurred and invoiced, and the not to exceed value of the Contract, to pay for optional services such as Expert Witness Testimony Services fees, as specified above.

IV. Consideration

Subject to the maximum amount established under Exhibit B, Section I (a), the following amounts shall be paid by the City pursuant to the schedule described in Exhibit B, Section I (b) over the term of this Contract:

- a) The first installment, described above as the "Subscription Period 1" payment, shall be made in multiple parts in the following amounts:
 - (1) \$902,650.00 upon invoice after execution and approval of the Contract.
 - (2) \$4,732.00 per month per square mile, prorated for a fraction of a square mile, that achieves Go Live status prior to the end of any calendar quarter following the invoice for payment under subsection (a)(1) above. The total payment under this part of the first installment is estimated at \$451,325.
- b) The second installment, described as the "Subscription Period 2" payment, estimated at \$1,423,975.00, subject to the terms of Exhibit B, Section I (b).
- c) The third installment, described as the "Subscription Period 3" payment and invoiced one year from the second installment, estimated at \$2,015,300.00, subject to the terms of Exhibit B, Section I (b).
- d) The fourth installment, described as the "Subscription Period 4" payment and invoiced one year from the third installment, estimated at \$2,155,00.00, subject to the terms of Exhibit B, Section I (b).

Exhibit C – Statement of Political Contributions and Expenditures

“City Charter § 4-122, ¶ 2: For purposes of conflicts of interest, the City shall require in all of its contractual agreements, including, but not limited to, leases, service and equipment agreements and including contract renewals, that the contractor provide a statement listing all political contributions and expenditures (**“Statement of Political Contributions and Expenditures”**), as defined by the Michigan Campaign Finance Act, MCL 169.201, et seq., made by the contractor, its affiliates, subsidiaries, principals, officers, owners, directors, agents or assigns to elective city officials within the previous four (4) years. Individuals shall also list any contributions or expenditures from their spouses.”

Instructions: In accordance with Section 4-122 of the 2012 Detroit City Charter, you must provide the following information, sign this document, have it notarized, and submit it to the City. If additional space is needed, please enter “see additional sheet(s)” on the last row and attach additional sheets.

In Column A, enter the name of the person or company that made the contribution or expenditure. If there were no political contributions or expenditures made, enter NONE.

In Column B, enter the relationship of the donor to the contractor or vendor, that is, contractor, affiliate, subsidiary, principal, officer, owner, director, agent, assignee, or spouse of any of the foregoing who are individuals.

In Column C, enter the name of the recipient, an elective city official which under Charter § 3-107, includes only the Mayor, the City Clerk, and members of the City Council and the Board of Police Commissioners.

In Column D, enter the amount of the contribution or expenditure, as defined in the Michigan Campaign Finance Act, 1976 PA 388, MCL 169.204 and MCL 169.206.

In Column E, enter the date of the contribution or expenditure. This statement must include all contributions and expenditures within the previous four years.

| A | B | C | D | E |
|-------|-----------------------------------|-----------|---------------------------------------|------|
| Donor | Relationship to Contractor/Vendor | Recipient | Amount of Contribution or Expenditure | Date |
| NONE | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

(EXHIBIT C - continued)
STATEMENT OF POLITICAL CONTRIBUTIONS AND EXPENDITURES

Except as set forth above, I certify that no contributions or expenditures were made to elective city officials within the previous four (4) years by the contractor, its affiliates, subsidiaries, principals, officers, owners, directors, agents, assigns, and, if any of the foregoing are individuals, their spouses.

I understand that the information provided in this disclosure will be relied upon by the City of Detroit in evaluating the proposed bid, solicitation, contract, or lease. I swear [or affirm] that the information provided is accurate. If I am signing on behalf of an entity, I swear [or affirm] that I have the authority to provide this disclosure on behalf of the entity.

Sign name: _____

Print name: _____

Sworn and subscribed to before me on _____, 20____
[by _____, the _____ of the above named
contractor/vendor, an authorized representative or agent of the contractor/vendor]

Sign: _____

Print: _____

Notary Public, _____ County, Michigan,

Acting in _____ County

My Commission Expires: _____

EXHIBIT D
FORM OF LETTER OF CREDIT

IRREVOCABLE STANDBY LETTER OF CREDIT

CREDIT NUMBER: TBD

AMOUNT: USD5,000,000.00

DATE: TBD

EXPIRATION DATE: December 31, 2024

ISSUER: Umpqua Bank
450 Sansome Street
San Francisco, CA 94111

APPLICANT: ShotSpotter, Inc.
39300 Civic Center Dr., St. 300
Fremont, CA 94538

BENEFICIARY: City of Detroit
OCFO - Office of the Treasury
2 Woodward Ave, Suite 1220
Detroit, MI 48226
Attention: Justin Bahri
Interim Deputy CFO/Treasurer

Ladies and Gentlemen,

At the request and for the account of ShotSpotter, Inc., we hereby issue our irrevocable Standby Letter of Credit No. (TBD) in favor of City of Detroit, for a sum not exceeding USD5,000,000.00 (U.S. Dollars Five Million and 00/100) available with ourselves by payment against presentation of Beneficiary's draft(s) at sight drawn on Umpqua Bank, International Banking Group, 450 Sansome Street, Suite 1300, San Francisco, CA 94111 when accompanied by the following documents:

1. This original Standby Letter of Credit and all original amendment(s), if any.
2. Beneficiary's dated statement purportedly signed by an authorized signer of Beneficiary, stating that "funds drawn under this Letter of Credit represents funds due to City of Detroit"

Partial and multiple drawings are permitted. In case of partial drawings, the original of this Letter of Credit will be returned to the Beneficiary after our endorsement of our payment of such draft amount if the draft does not exhaust the available amount of this Letter of Credit.

All banking charges are for the account of the Applicant.

This irrevocable letter of credit is being issued to the Beneficiary in lieu of the Errors & Omissions insurance requirement as set forth in Contract Number 6003161, section 11(d), executed on 12/2/2020; and Contract Number 6004334, section 11(d), between the Applicant and the Beneficiary.

We hereby acknowledge and agree that upon presenting the documents listed on the first page of this Standby Letter of Credit, including copies, in conformity with the terms and conditions of this Standby Letter of Credit, this Standby Letter of Credit will be duly honored if presented by certified mail, return receipt requested or overnight courier to our office at 450 Sansome Street, Suite 1300, San Francisco, CA 94111, Attn: International Banking Group on or before the expiry date indicated above or any future extended expiration date.

This Letter of Credit is subject to and governed by the Laws of the State of Michigan and the International Standby Practices 1998 (ISP98) International Chamber of Commerce Publication No. 590 and in the event of any conflict, the Laws of the State of Michigan will control.

Reviewed and approved

Authorized Signature

ShotSpotter, Inc.



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO - Development & Grants
FILE NUMBER: OCFO - Development & Grants-0257

*** RE:**

Submitting reso. auth. Request to accept an increase in appropriation for the FY 2023 Overdose Prevention Safer Systems of Care Grant

*** SUMMARY:**

The Michigan Department of Health and Human Services (MDHHS) has awarded the City of Detroit Health Department for the FY 2023 Overdose Prevention Safer Systems of Care Grant, in the amount of \$183,333.00. There is no match requirement. The grant was adopted in the FY 2023 budget in the amount of \$50,000.00. The grant was awarded at a higher amount than was budgeted. We are requesting to increase appropriation 21046, in the amount of \$133,333.00, in order to reflect the total project cost of \$183,333.00.

*** RECOMMENDATION:**

Request to accept an increase in appropriation for the FY 2023 Overdose Prevention Safer Systems of Care Grant. The Michigan Department of Health and Human Services (MDHHS) has awarded the City of Detroit Health Department for the FY 2023 Overdose Prevention Safer Systems of Care Grant, in the amount of \$183,333.00. There is no match requirement. The grant was adopted in the FY 2023 budget in the amount of \$50,000.00. The grant was awarded at a higher amount than was budgeted. We are requesting to increase appropriation 21046, in the amount of \$133,333.00, in order to reflect the total project cost of \$183,333.00.

*** 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

September 21, 2022

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

RE: Request to accept an increase in appropriation for the FY 2023 Overdose Prevention Safer Systems of Care Grant

The Michigan Department of Health and Human Services (MDHHS) has awarded the City of Detroit Health Department for the FY 2023 Overdose Prevention Safer Systems of Care Grant, in the amount of \$183,333.00. There is no match requirement. The grant was adopted in the FY 2023 budget in the amount of \$50,000.00. The grant was awarded at a higher amount than was budgeted. We are requesting to increase appropriation 21046, in the amount of \$133,333.00, in order to reflect the total project cost of \$183,333.00.

The objective of the grant is to decrease opioid overdoses and improve response efforts through the use of data-driven approaches that support research-based and promising practices, prevention strategies, and interventions. This grant will enable the department to staff salary and fringe expenses.

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

Sincerely,

DocuSigned by:
Terri Daniels
4D2BEEE23C8D489...

Terri Daniels
Director of Grants, Office of Development and Grants

DocuSigned by:
Steven Watson
42C01AA10FE84AD...

Office of Budget

CC:
Sajjiah Parker, Assistant Director, Grants

Office of Development and Grants

RESOLUTION

Council Member _____

WHEREAS, the Health Department is requesting authorization to accept a grant from the Michigan Department of Health and Human Services, in the amount of \$183,333.00, in order to decrease opioid overdoses and improve response efforts through the use of data-driven approaches that support research-based and promising practices, prevention strategies, and interventions; and

WHEREAS, the Grant was adopted in the FY 2023 budget under appropriation 21046, in the amount of \$50,000.00; and the grant was awarded at a higher value than was budgeted; and

WHEREAS, this funding will increase appropriation 21046, to a total of \$183,333.00

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 increase the budget accordingly for appropriation number 21046, in the amount of \$133,333.00, in order to equal the total project cost of the grant, in the amount of \$183,333.00 for the FY 2023 Overdose Prevention Safer Systems of Care Grant.

Agreement #: E20234138-00

**Grant Agreement Between
Michigan Department of Health and Human Services
hereinafter referred to as the "Department"
and**

**City of Detroit
1301 Third Street 6th Floor
Detroit MI 48226 2503**

**Federal I.D.#: 38-6004606, Unique Entity Identifier: GS94M2VMNMJ3
hereinafter referred to as the "Grantee"**

for

Overdose Prevention Safer Systems of Care - 2023

Part 1

1. Period of Agreement:

This Agreement will commence on the date of the Grantee's signature or October 1, 2022, whichever is later, and continue through August 31, 2023. No activity will be performed and no costs to the state will be incurred prior to October 1, 2022 or the effective date of the Agreement, whichever is later. Throughout the Agreement, the date of the Grantee's signature or October 1, 2022, whichever is later, will be referred to as the start date. This Agreement is in full force and effect for the period specified.

2. Program Budget and Agreement Amount:

A. Agreement Amount

The total amount of this Agreement is \$183,333.00. Under the terms of this Agreement, the Department will provide funding not to exceed \$183,333.00. The source of funding provided by the Department can be obtained in the Schedule of Financial Assistance, available on-demand in the EGrAMS electronic grants management system (<http://egrams-mi.com/mdhhs>).

The Agreement is designated as a:

- ☒ Subrecipient relationship (federal funding); or
☐ Recipient (non-federal funding).

The Agreement is designated as:

- ☐ Research and development project; or
☒ Not a research and development project.

B. Equipment Purchases and Title

Any Grantee equipment purchases supported in whole or in part through this Agreement must be listed in the supporting Equipment Inventory Schedule which should be attached to the Final Financial Status Report. Equipment means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Title to items having a unit acquisition cost of less than \$5,000 will vest with the Grantee upon acquisition. The Department reserves the right to retain or transfer the title to all items of equipment having a unit acquisition cost of \$5,000 or more, to the extent that the Department's proportionate interest in such equipment supports such retention or transfer of title.

C. Deviation Allowance

A deviation allowance modifying an established budget category by \$10,000 or 15%, whichever is greater, is permissible without prior written approval of the Department. Any modification or deviations in excess of this provision, including any adjustment to the total amount of this Agreement, must be made in writing and executed by all parties through an amendment to this Agreement before the modifications can be implemented. This deviation allowance does not authorize new categories, subcontracts, equipment items or positions not shown in the attached Program Budget Summary and supporting detail schedules.

3. Purpose:

The focus of the program is to decrease opioid overdoses and improve response efforts through the use of data-driven approaches that support research-based and promising practices, prevention strategies, and interventions.

4. Statement of Work:

The Grantee agrees to undertake, perform and complete the activities described in Attachment A, which is part of this Agreement.

5. Financial Requirements:

The financial requirements must be followed as described in Part 2 and Attachment B, which are part of this Agreement.

6. Performance/Progress Report Requirements:

The progress reporting methods must be followed as described in Part 2 and Attachment C, which are part of this Agreement.

7. General Provisions:

The Grantee agrees to comply with the General Provisions as described in Part 2 and Attachment E, which are part of this Agreement.

8. Administration of the Agreement:

The person acting for the Department in administering this Agreement (hereinafter referred to as the Contract Manager) is:

Nina Bowser Administrator (517) 335-4921
bowsern@michigan.gov

| Name | Title | Telephone No. | Email Address |
|------|-------|---------------|---------------|
|------|-------|---------------|---------------|

9. Grantee's Financial Contact for the Agreement:

The financial contact acting on behalf of the Grantee for this Agreement is:

Lydia Levinson Admin Assistant

| Name | Title |
|------|-------|
|------|-------|

levinsonlr@detroitmi.gov (313) 224-1672

| E-Mail Address | Telephone No. |
|----------------|---------------|
|----------------|---------------|

10. Special Conditions:

- A. This Agreement is valid upon approval and execution by the Department which may be contingent upon approval by the State Administrative Board and signature by the Grantee.
- B. This Agreement is conditionally approved subject to and contingent upon the availability of funds.
- C. Based on the availability of funding, the Department may specify the amount of funding the Grantee may expend during a specific time period within the Agreement Period.
- D. The Department will not assume any responsibility or liability for costs incurred by the Grantee prior to the start date of this Agreement.
- E. The Grantee is required by 2004 PA 533 to receive payments by electronic funds transfer.

11. Special Certification:

The individual or officer signing this Agreement certifies by their signature that they are authorized to sign this Agreement on behalf of the responsible governing board, official or Grantee.

12. Signature Section:

FOR the GRANTEE
City of Detroit

Christina Floyd

Deputy Director

Name

Title

Date

For the Michigan Department of Health and Human Services

Jeanette Hensler

09/15/2022

Jeanette Hensler, Grants Division Director
 Bureau of Grants and Purchasing

Date

Part 2

General Provisions

I. Responsibilities - Grantee

The Grantee, in accordance with the general purposes and objectives of this Agreement, must:

A. Publication Rights

1. Copyright materials only when the Grantee exclusively develops books, films or other such copyrightable materials through activities supported by this Agreement. The copyrighted materials cannot include recipient information or personal identification data. Grantee provides the Department a royalty-free, non-exclusive and irrevocable license to reproduce, publish and use such materials copyrighted by the Grantee and authorizes others to reproduce and use such materials.
2. Obtain prior written authorization from the Department's Office of Communications for any materials copyrighted by the Grantee or modifications bearing acknowledgment of the Department's name prior to reproduction and use of such materials. The state of Michigan may modify the material copyrighted by the Grantee and may combine it with other copyrightable intellectual property to form a derivative work. The state of Michigan will own and hold all copyright and other intellectual property rights in any such derivative work, excluding any rights or interest granted in this Agreement to the Grantee. If the Grantee ceases to conduct business for any reason or ceases to support the copyrightable materials developed under this Agreement, the state of Michigan has the right to convert its licenses into transferable licenses to the extent consistent with any applicable obligations the Grantee has.
3. Obtain written authorization, at least 14 days in advance, from the Department's Office of Communications and give recognition to the Department in any and all publications, papers and presentations arising from the Agreement activities.
4. Notify the Department's Bureau of Grants and Purchasing 30 days before applying to register a copyright with the U.S. Copyright Office. The Grantee must submit an annual report for all copyrighted materials developed by the Grantee through activities supported by this Agreement and must submit a final invention statement and certification within 60 days of the end of the Agreement period.
5. Not make any media releases related to this Agreement, without prior written authorization from the Department's Office of Communications.

B. Fees

1. Guarantee that any claims made to the Department under this Agreement will not be financed by any sources other than the Department under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to budget the additional source of funds and reflect the source of funding on the Financial Status Report.
2. Make reasonable efforts to collect 1st and 3rd party fees, where applicable, and report those collections on the Financial Status Report. Any under recoveries of otherwise available fees resulting from failure to bill for eligible activities will be excluded from reimbursable expenditures.

C. Grant Program Operation

Provide the necessary administrative, professional and technical staff for operation of the grant program. The Grantee must obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of this Agreement.

Use an accounting system that can identify and account for the funds received from each separate grant, regardless of funding source, and assure that grant funds are not commingled.

D. Reporting

Utilize all report forms and reporting formats required by the Department at the start date of this Agreement and provide the Department with timely review and commentary on any new report forms and reporting formats proposed for issuance thereafter.

E. Record Maintenance/Retention

Maintain adequate program and fiscal records and files, including source documentation, to support program activities and all expenditures made under the terms of this Agreement, as required. The Grantee must assure that all terms of the Agreement will be appropriately adhered to and that records and detailed documentation for the grant project or grant program identified in this Agreement will be maintained for a period of not less than four years from the date of termination, the date of submission of the final expenditure report or until litigation and audit findings have been resolved. This section applies to the Grantee, any parent, affiliate, or subsidiary organization of the Grantee and any subcontractor that performs activities in connection with this Agreement.

F. Authorized Access

1. Permit within 10 calendar days of providing notification and at reasonable times, access by authorized representatives of the Department, Federal Grantor Agency, Inspector Generals, Comptroller General of the United States and State Auditor General, or any of their

duly authorized representatives, to records, papers, files, documentation and personnel related to this Agreement, to the extent authorized by applicable state or federal law, rule or regulation.

2. Acknowledge the rights of access in this section are not limited to the required retention period. The rights of access will last as long as the records are retained.
3. Cooperate and provide reasonable assistance to authorized representatives of the Department and others when those individuals have access to the Grantee's grant records.

G. Audits

This section only applies to Grantees designated as subrecipients by the Department (see Part 1, Section II. A.).

1. Required Audit or Audit Exemption Notice

Submit to the Department either a Single Audit, Financial Related Audit or Audit Exemption Notice as described below. A Financial Related Audit is applicable to for-profit Grantees that are designated as subrecipients. If submitting a Single Audit or Financial Related Audit, Grantees must also submit a corrective action plan prepared in accordance with 2 CFR 200.511(c) for any audit findings that impact the Department funded programs, and management letter (if issued) with a corrective action plan.

a. Single Audit

Grantees that are a state, local government or non-profit organization that expend \$750,000 or more in federal awards during the Grantee's fiscal year must submit a Single Audit to the Department, regardless of the amount of funding received from the Department. The Single Audit must comply with the requirements of 2 CFR 200 Subpart F. The Single Audit reporting package must include all components described 2 CFR 200.512 (c).

b. Financial Related Audit

Grantees that are for-profit organizations that expend \$750,000 or more in federal awards during the Grantee's fiscal year must submit either a financial related audit prepared in accordance with Government Auditing Standards relating to all federal awards, or an audit that meets the requirements contained in 2 CFR 200 Subpart F, if required by the federal awarding agency.

c. Audit Exemption Notice

Grantees exempt from the Single Audit and Financial Related Audit requirements (a. and b. above) must submit an Audit Exemption Notice that certifies these exemptions. The

template Audit Exemption Notice and further instructions are available at State of Michigan - MDHHS by selecting Inside MDHHS – MDHHS Audit - Audit Reporting.

2. Financial Statement Audit

Grantees exempt from the Single Audit and Financial Related Audit requirements (that are required to submit an Audit Exemption Notice as described above) must submit to the Department a Financial Statement Audit prepared in accordance with generally accepted auditing standards if the audit includes disclosures that may negatively impact the Department funded programs including but not limited to fraud, going concern uncertainties, financial statement misstatements and violations of the Agreement requirements. If submitting a Financial Statement Audit, Grantees must also submit a corrective action plan for any audit findings that impact the Department funded programs.

3. Due Date and Where to Send

The required audit and any other required submissions (i.e., corrective action plan, and management letter with a corrective action plan), and/or Audit Exemption Notice must be submitted to the Department within nine months of the end of the Grantee's fiscal year by e-mail to MDHHS-AuditReports@michigan.gov. Single Audit reports must be submitted simultaneously to the Department and Federal Audit Clearinghouse, in accordance with 2 CFR 200.512(a). The required submissions must be assembled in PDF files and compatible with Adobe Acrobat (read only). The subject line must state the agency name and fiscal year end. The Department reserves the right to request a hard copy of the audit materials if for any reason the electronic submission process is not successful.

4. Penalty

a. Delinquent Single Audit or Financial Related Audit

If the Grantee does not submit the required Single Audit or Financial Related Audit, including any management letter and applicable corrective action plan(s) within nine months after the end of the Grantee's fiscal year, the Department may withhold from any payment from the Department to the Grantee an amount equal to five percent of the audit year's grant funding (not to exceed \$200,000) until the required filing is received by the Department. The Department may retain the amount withheld if the Grantee is more than 120 days delinquent in meeting the filing requirements. The Department may terminate any current grant agreements if the Grantee is more than 180 days delinquent in meeting the filing requirements.

b. Delinquent Audit Exemption Notice

Failure to submit the Audit Exemption Notice, when required, may result in withholding from any payment from Department to the Grantee an amount equal to one percent of the audit year's grant funding until the Audit Exemption Notice is received.

5. Other Audits

The Department or federal agencies may also conduct or arrange for agreed upon procedures or additional audits to meet their needs.

H. Subrecipient/Contractor Monitoring

1. When passing federal funds through to a subrecipient (if the Agreement does not prohibit the passing of federal funds through to a subrecipient), the Grantee must:
 - a. Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the information required by 2 CFR 200.332.
 - b. Ensure the subrecipient complies with all the requirements of this Agreement.
 - c. Evaluate each subrecipient's risk for noncompliance as required by 2 CFR 200.332(b).
 - d. Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations and the terms and conditions of the subawards; that subaward performance goals are achieved; and that all monitoring requirements of 2 CFR 200.332(d) are met including reviewing financial and programmatic reports, following up on corrective actions and issuing management decisions for audit findings.
 - e. Verify that every subrecipient is audited as required by 2 CFR 200 Subpart F.
2. Develop a subrecipient monitoring plan that addresses the above requirements and provides reasonable assurance that the subrecipient administers federal awards in compliance with laws, regulations and the provisions of this Agreement, and that performance goals are achieved. The subrecipient monitoring plan should include a risk-based assessment to determine the level of oversight and monitoring activities, such as reviewing financial and performance reports, performing site visits and maintaining regular contact with subrecipients.
3. Establish requirements to ensure compliance for for-profit subrecipients as required by 2 CFR 200.501(h), as applicable.
4. Ensure that transactions with subrecipients/contractors comply with laws, regulations and provisions of contracts or grant agreements.

I. Notification of Modifications

Provide timely notification to the Department, in writing, of any action by its governing board or any other funding source that would require or result in significant modification in the provision of activities, funding or compliance with operational procedures.

J. Software Compliance

Ensure software compliance and compatibility with the Department's data systems for activities provided under this Agreement, including but not limited to stored data, databases and interfaces for the production of work products and reports. All required data under this Agreement must be provided in an accurate and timely manner without interruption, failure or errors due to the inaccuracy of the Grantee's business operations for processing data. All information systems, electronic or hard copy, that contain state or federal data must be protected from unauthorized access.

K. Human Subjects

Comply with Federal Policy for the Protection of Human Subjects, 45 CFR 46. The Grantee agrees that prior to the initiation of the research, the Grantee will submit Institutional Review Board (IRB) application material for all research involving human subjects, which is conducted in programs sponsored by the Department or in programs which receive funding from or through the state of Michigan, to the Department's IRB for review and approval, or the IRB application and approval materials for acceptance of the review of another IRB. All such research must be approved by a federally assured IRB, but the Department's IRB can only accept the review and approval of another institution's IRB under a formally approved interdepartmental agreement. The manner of the review will be agreed upon between the Department's IRB Chairperson and the Grantee's authorized official.

L. Mandatory Disclosures

1. Disclose to the Department in writing within 14 days of receiving notice of any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") involving Grantee, a subcontractor or an officer or director of Grantee or subcontractor that arises during the term of this Agreement including:
 - a. All violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the Agreement.
 - b. A criminal Proceeding;
 - c. A parole or probation Proceeding;
 - d. A Proceeding under the Sarbanes-Oxley Act;
 - e. A civil Proceeding involving:
 1. A claim that might reasonably be expected to

adversely affect Grantee's viability or financial stability;
or

2. A governmental or public entity's claim or written allegation of fraud; or
3. Any complaint filed in a legal or administrative proceeding alleging the Grantee or its subcontractors discriminated against its employees, subcontractors, vendors, or suppliers during the term of this Agreement; or

f. A Proceeding involving any license that Grantee is required to possess in order to perform under this Agreement.

2. Notify the Department, at least 90 calendar days before the effective date, of a change in Grantee's ownership or executive management.

M. Statement of Work Progress Reports

Submit quarterly Statement of Work progress reports to the Department via the <http://egram-mi.com/mdhhs> website by the 15th day of the month following the end of the quarter and a final report no later than 15 days following the end of this Agreement.

N. Conflict of Interest and Code of Conduct Standards

1. Be subject to the provisions of 1968 PA 317, as amended, 1973 PA 196, as amended, and 2 CFR 200.318 (c)(1) and (2).
2. Uphold high ethical standards and be prohibited from the following:
 - a. Holding or acquiring an interest that would conflict with this Agreement;
 - b. Doing anything that creates an appearance of impropriety with respect to the award or performance of this Agreement;
 - c. Attempting to influence or appearing to influence any state employee by the direct or indirect offer of anything of value; or
 - d. Paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of this Agreement.
3. Immediately notify the Department of any violation or potential violation of these standards. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subcontractor that performs activities in connection with this Agreement.

O. Travel Costs

1. Be reimbursed for travel costs (including mileage, meals, and lodging) budgeted and incurred related to activities provided under this Agreement.
 - a. If the Grantee has a documented policy related to travel

reimbursement for employees and if the Grantee follows that documented policy, the Department will reimburse the Grantee for travel costs at the Grantee's documented reimbursement rate for employees. Otherwise, the state of Michigan travel reimbursement rate applies.

- b. State of Michigan travel rates may be found at the following website: http://www.michigan.gov/dtmb/0,5552,7-358-82548_13132---,00.html.
- c. International travel must be pre-approved by the Department and itemized in the budget.

P. Federal Funding Accountability and Transparency Act (FFATA)

- 1. Complete and upload the FFATA Executive Compensation report to the EGrAMS agency profile if:
 - a. The Grantee's federal revenue was 80% or more of the Grantee's annual gross revenue; AND
 - b. Grantee's gross revenue from federal awards was \$25,000,000 or more; AND
 - c. The public does not have access to the information about executive officers' compensation through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 or Section 6104 of the Internal Revenue Code of 1986.
- 2. The FFATA Executive Compensation report template can be found in EGrAMS documents.

Q. Insurance Requirements

- 1. Maintain at least a minimum of the insurances or governmental self-insurances listed below and be responsible for all deductibles. All required insurance or self-insurance must:
 - a. Protect the state of Michigan from claims that may arise out of, are alleged to arise out of, or result from Grantee's or a subcontractor's performance;
 - b. Be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the state; and
 - c. Be provided by a company with an A.M. Best rating of "A-" or better and a financial size of VII or better.
- 2. Insurance Types
 - a. Commercial General Liability Insurance or Governmental Self-Insurance: Except for Governmental Self-Insurance, policies must be endorsed to add "the state of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG

20 37 12 19.

If the Grantee will interact with children, schools, or the cognitively impaired, the Grantee must maintain appropriate insurance coverage related to sexual abuse and molestation liability.

- b. Workers' Compensation Insurance or Governmental Self-Insurance: Coverage according to applicable laws governing work activities. Policies must include waiver of subrogation, except where waiver is prohibited by law.
 - c. Employers Liability Insurance or Governmental Self-Insurance.
 - d. Privacy and Security Liability (Cyber Liability) Insurance: cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.
- 3. Require that subcontractors maintain the required insurances contained in this Section.
 - 4. This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of the Grantee from any obligations under this Agreement.
 - 5. Each Party must promptly notify the other Party of any knowledge regarding an occurrence which the notifying Party reasonably believes may result in a claim against either Party. The Parties must cooperate with each other regarding such claim.

R. Fiscal Questionnaire

- 1. Complete and upload the yearly fiscal questionnaire to the EGrAMS agency profile within three months of the start of the Agreement.
- 2. The fiscal questionnaire template can be found in EGrAMS documents.

S. Criminal Background Check

- 1. Conduct or cause to be conducted a search that reveals information similar or substantially similar to information found on an Internet Criminal History Access Tool (ICHAT) check and a national and state sex offender registry check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who under this Agreement works directly with clients or has access to client information.
 - a. ICHAT: <http://apps.michigan.gov/ichat>
 - b. Michigan Public Sex Offender Registry: <http://www.mipsor.state.mi.us>
 - c. National Sex Offender Registry: <http://www.nsopw.gov>

2. Conduct or cause to be conducted a Central Registry (CR) check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who under this Agreement works directly with children.
 - a. Central Registry: https://www.michigan.gov/mdhhs/0,5885,7-339-73971_7119_50648_48330-180331--,00.html
3. Require each new employee, employee, subcontractor, subcontractor employee, or volunteer who, under this Agreement, works directly with clients or who has access to client information to notify the Grantee in writing of criminal convictions (felony or misdemeanor), pending felony charges, or placement on the Central Registry as a perpetrator, at hire or within 10 days of the event after hiring.
4. Determine whether to prohibit any employee, subcontractor, subcontractor employee, or volunteer from performing work directly with clients or accessing client information related to clients under this Agreement, based on the results of a positive ICHAT response or reported criminal felony conviction or perpetrator identification.
5. Determine whether to prohibit any employee, subcontractor, subcontractor employee or volunteer from performing work directly with children under this Agreement, based on the results of a positive CR response or reported perpetrator identification.
6. Require any employee, subcontractor, subcontractor employee or volunteer who may have access to any databases of information maintained by the federal government that contain confidential or personal information, including but not limited to federal tax information, to have a fingerprint background check performed by the Michigan State Police.

II. Responsibilities - Department

The Department in accordance with the general purposes and objectives of this Agreement will:

A. Reimbursement

Provide reimbursement in accordance with the terms and conditions of this Agreement based upon appropriate reports, records and documentation maintained by the Grantee.

B. Report Forms

Provide any report forms and reporting formats required by the Department at the start date of this Agreement and provide to the Grantee any new report forms and reporting formats proposed for issuance thereafter at least 30 days prior to their required usage in order to afford the Grantee an opportunity to review.

III. Assurances

The following assurances are hereby given to the Department:

A. Compliance with Applicable Laws

The Grantee will comply with applicable federal and state laws, guidelines, rules and regulations in carrying out the terms of this Agreement. The Grantee will also comply with all applicable general administrative requirements, such as 2 CFR 200, covering cost principles, grant/agreement principles and audits, in carrying out the terms of this Agreement. The Grantee will comply with all applicable requirements in the original grant awarded to the Department if the Grantee is a subgrantee. The Department may determine that the Grantee has not complied with applicable federal or state laws, guidelines, rules and regulations in carrying out the terms of this Agreement and may then terminate this Agreement under Part 2, Section V.

B. Anti-Lobbying Act

The Grantee will comply with the Anti-Lobbying Act (31 U.S.C. 1352) as revised by the Lobbying Disclosure Act of 1995 (2 U.S.C. 1601 et seq.), Federal Acquisition Regulations 52.203.11 and 52.203.12, and Section 503 of the Departments of Labor, Health & Human Services, and Education, and Related Agencies section of the current fiscal year Omnibus Consolidated Appropriations Act. Further, the Grantee must require that the language of this assurance be included in the award documents of all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients must certify and disclose accordingly.

C. Non-Discrimination

1. The Grantee must comply with the Department's non-discrimination statement: The Michigan Department of Health and Human Services will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, height, weight, marital status, gender identification or expression, sexual orientation, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The Grantee further agrees that every subcontract entered into for the performance of any contract or purchase order resulting therefrom, will contain a provision requiring non-discrimination in employment, activity delivery and access, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot-Larsen Civil Rights Act (1976 PA 453, as amended; MCL 37.2101 et seq.) and the Persons with Disabilities Civil Rights Act (1976 PA 220, as amended; MCL 37.1101 et seq.), and any breach thereof may be regarded as a material breach of this Agreement.
2. The Grantee will comply with all federal and state statutes relating to nondiscrimination. These include but are not limited to:
 - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which

- prohibits discrimination based on race, color or national origin;
 - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, 1685-1686), which prohibits discrimination based on sex;
 - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination based on disabilities;
 - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination based on age;
 - e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination based on drug abuse;
 - f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination based on alcohol abuse or alcoholism;
 - g. Sections 523 and 527 of the Public Health Service Act of 1944 (42 U.S.C. 290 dd-2), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - h. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and,
 - i. The requirements of any other nondiscrimination statute(s) which may apply to the application.
3. Additionally, assurance is given to the Department that proactive efforts will be made to identify and encourage the participation of minority-owned and women-owned businesses, and businesses owned by persons with disabilities in contract solicitations. The Grantee must include language in all contracts awarded under this Agreement which (1) prohibits discrimination against minority-owned and women-owned businesses and businesses owned by persons with disabilities in subcontracting; and (2) makes discrimination a material breach of contract.

D. Debarment and Suspension

The Grantee will comply with federal regulation 2 CFR 180 and certifies to the best of its knowledge and belief that it, its employees and its subcontractors:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or contractor;
- 2. Have not within a five-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining,

attempting to obtain, or performing a public (federal, state, or local) or private transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in section 2;
4. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default; and
5. Have not committed an act of so serious or compelling a nature that it affects the Grantee's present responsibilities.

E. Federal Requirement: Pro-Children Act

1. The Grantee will comply with the Pro-Children Act of 1994 (P.L. 103-227; 20 U.S.C. 6081, et seq.), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by and used routinely or regularly for the provision of health, day care, early childhood development activities, education or library activities to children under the age of 18, if the activities are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's activities that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's activities provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; activity providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, and Children (WIC) coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The Grantee also assures that this language will be included in any subawards which contain provisions for children's activities.
2. The Grantee also assures, in addition to compliance with P.L. 103-227, any activity funded in whole or in part through this Agreement will be delivered in a smoke-free facility or environment. Smoking must not be permitted anywhere in the facility, or those parts of the facility under the control of the Grantee. If activities are delivered in facilities or areas that are not under the control of the Grantee (e.g., a mall, restaurant or private work site), the activities must be smoke-free.

F. Hatch Act and Intergovernmental Personnel Act

The Grantee will comply with the Hatch Act (5 U.S.C. 1501-1508, 5 U.S.C. 7321-7326), and the Intergovernmental Personnel Act of 1970 (P.L. 91-648) as amended by Title VI of the Civil Service Reform Act of 1978 (P.L. 95-454). Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.

G. Employee Whistleblower Protections

The Grantee will comply with 41 U.S.C. 4712 and must insert this clause in all subcontracts.

H. Clean Air Act and Federal Water Pollution Control Act

The Grantee will comply with the Clean Air Act (42 U.S.C. 7401-7671(q)) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1388), as amended. This Agreement and anyone working on this Agreement will be subject to the Clean Air Act and Federal Water Pollution Control Act and must comply with all applicable standards, orders or regulations issued pursuant to these Acts. Violations must be reported to the Department.

I. Victims of Trafficking and Violence Protection Act

The Grantee will comply with the Victims of Trafficking and Violence Protection Act of 2000 (P.L. 106-386), as amended.

This Agreement and anyone working on this Agreement will be subject to P.L. 106-386 and must comply with all applicable standards, orders or regulations issued pursuant to this Act. Violations must be reported to the Department.

J. Procurement of Recovered Materials

The Grantee will comply with section 6002 of the Solid Waste Disposal Act of 1965 (P.L. 89-272), as amended.

This Agreement and anyone working on this Agreement will be subject to section 6002 of P.L. 89-272, as amended, and must comply with all applicable standards, orders or regulations issued pursuant to this Act. Violations must be reported to the Department.

K. Subcontracts

For any subcontracted activity or product, the Grantee will ensure:

1. That a written subcontract is executed by all affected parties prior to the initiation of any new subcontract activity or delivery of any subcontracted product. Exceptions to this policy may be granted by the Department if the Grantee asks the Department in writing within 30 days of execution of the Agreement.
2. That any executed subcontract to this Agreement must require the subcontractor to comply with all applicable terms and conditions of this Agreement. In the event of a conflict between this Agreement and the provisions of the subcontract, the provisions of this Agreement will

prevail.

A conflict between this Agreement and a subcontract, however, will not be deemed to exist where the subcontract:

- a. Contains additional non-conflicting provisions not set forth in this Agreement;
 - b. Restates provisions of this Agreement to afford the Grantee the same or substantially the same rights and privileges as the Department; or
 - c. Requires the subcontractor to perform duties and/or activities in less time than that afforded the Grantee in this Agreement.
3. That the subcontract does not affect the Grantee's accountability to the Department for the subcontracted activity.
 4. That any billing or request for reimbursement for subcontract costs is supported by a valid subcontract and adequate source documentation on costs and activities.
 5. That the Grantee will submit a copy of the executed subcontract if requested by the Department.

L. Procurement

1. Grantee will ensure that all purchase transactions, whether negotiated or advertised, are conducted openly and competitively in accordance with the principles and requirements of 2 CFR 200.
2. Funding from this Agreement must not be used for the purchase of foreign goods or services.
3. Preference must be given to goods and services manufactured or provided by Michigan businesses, if they are competitively priced and of comparable quality.
4. Preference must be given to goods and services that are manufactured or provided by Michigan businesses owned and operated by veterans, if they are competitively priced and of comparable quality.
5. Records must be sufficient to document the significant history of all purchases and must be maintained for a minimum of four years after the end of the Agreement period.

M. Health Insurance Portability and Accountability Act

To the extent that the Health Insurance Portability and Accountability Act (HIPAA) is applicable to the Grantee under this Agreement, the Grantee assures that it is in compliance with requirements of HIPAA including the following:

1. The Grantee must not share any protected health information provided by the Department that is covered by HIPAA except as permitted or required by applicable law, or to a subcontractor as appropriate under

this Agreement.

2. The Grantee will ensure that any subcontractor will have the same obligations as the Grantee not to share any protected health data and information from the Department that falls under HIPAA requirements in the terms and conditions of the subcontract.
3. The Grantee must only use the protected health data and information for the purposes of this Agreement.
4. The Grantee must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Grantee's employees.
5. The Grantee must have a policy and procedure to immediately report to the Department any suspected or confirmed unauthorized use or disclosure of protected health information that falls under the HIPAA requirements of which the Grantee becomes aware. The Grantee will work with the Department to mitigate the breach and will provide assurances to the Department of corrective actions to prevent further unauthorized uses or disclosures. The Department may demand specific corrective actions and assurances and the Grantee must provide the same to the Department.
6. Failure to comply with any of these contractual requirements may result in the termination of this Agreement in accordance with Part 2, Section V.
7. In accordance with HIPAA requirements, the Grantee is liable for any claim, loss or damage relating to unauthorized use or disclosure of protected health data and information, including without limitation the Department's costs in responding to a breach, received by the Grantee from the Department or any other source.
8. The Grantee will enter into a business associate agreement should the Department determine such an agreement is required under HIPAA.

N. Website Incorporation

The Department is not bound by any content on Grantee's website or other internet communication platforms or technologies, unless expressly incorporated directly into this Agreement. The Department is not bound by any end user license agreement or terms of use unless specifically incorporated in this Agreement or any other agreement signed by the Department. The Grantee must not refer to the Department on the Grantee's website or other internet communication platforms or technologies without the prior written approval of the Department.

O. Survival

The provisions of this Agreement that impose continuing obligations will survive the expiration or termination of this Agreement.

P. Non-Disclosure of Confidential Information

1. The Grantee agrees that it will use confidential information solely for the purpose of this Agreement. The Grantee agrees to hold all confidential information in strict confidence and not to copy, reproduce, sell, transfer or otherwise dispose of, give or disclose such confidential information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such confidential information for any purpose whatsoever other than the performance of this Agreement. The Grantee must take all reasonable precautions to safeguard the confidential information. These precautions must be at least as great as the precautions the Grantee takes to protect its own confidential or proprietary information.

2. Meaning of Confidential Information

For the purpose of this Agreement the term “confidential information” means all information and documentation that:

- a. Has been marked “confidential” or with words of similar meaning, at the time of disclosure by such party;
 - b. If disclosed orally or not marked “confidential” or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked “confidential” or with words of similar meaning;
 - c. Should reasonably be recognized as confidential information of the disclosing party;
 - d. Is unpublished or not available to the general public; or
 - e. Is designated by law as confidential.
3. The term “confidential information” does not include any information or documentation that was:
 - a. Subject to disclosure under the Michigan Freedom of Information Act (FOIA);
 - b. Already in the possession of the receiving party without an obligation of confidentiality;
 - c. Developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party’s proprietary rights;
 - d. Obtained from a source other than the disclosing party without an obligation of confidentiality; or
 - e. Publicly available when received or thereafter became publicly available (other than through an unauthorized disclosure by,

through or on behalf of, the receiving party).

4. The Grantee must notify the Department within one business day after discovering any unauthorized use or disclosure of confidential information. The Grantee will cooperate with the Department in every way possible to regain possession of the confidential information and prevent further unauthorized use or disclosure.

Q. Cap on Salaries

None of the funds awarded to the Grantee through this Agreement will be used to pay, either through a grant or other external mechanism, the salary of an individual at a rate in excess of Executive Level II. The current rates of pay for the Executive Schedule are located on the United States Office of Personnel Management web site, <http://www.opm.gov>, by navigating to Policy — Pay & Leave — Salaries & Wages. The salary rate limitation does not restrict the salary that a Grantee may pay an individual under its employment; rather, it merely limits the portion of that salary that may be paid with funds from this Agreement.

IV. Financial Requirements

A. Operating Advance

An operating advance may be requested by the Grantee to assist with program operations. The request should be addressed to the Contract Manager identified in Part 1, Section VIII. The operating advance will be administered as follows:

1. The operating advance amount requested must be reasonable in relation to factors including but not limited to program requirements, the period of the Agreement, and the financial obligation. The advance must not exceed 16.67 percent of operating expenses. Operating advances will be monitored and adjusted by the Department relative to the Agreement amount.
2. The operating advance must be recorded as an account payable liability to the Department in the Grantee's financial records. The operating advance payable liability must remain in the Grantee's financial records until fully recovered by the Department.
3. The reimbursement for actual expenditures by the Department should be used by the Grantee to replenish the operating advance used for program operations.
4. The operating advance must be returned to the Department within 30 days of the end date of this Agreement unless the Grantee has a recurring agreement with the Department. Subsequent Department agreements may not be executed if an outstanding operational advance has not been repaid.

The Department may obtain the Michigan Department of Treasury's

assistance in collecting outstanding operating advances. The Department will comply with the Michigan Department of Treasury's Due Process procedures prior to forwarding claims to Treasury. Specific Due Process procedures include the following:

- a. An offer from the Department of a hearing to dispute the debt, identifying the time, place and date of such hearing.
 - b. A hearing by an impartial official.
 - c. An opportunity for the Grantee to examine the Department's associated records.
 - d. An opportunity for the Grantee to present evidence in person or in writing.
 - e. A hearing official with full authority to correct errors and decide not to forward debt to Treasury.
 - f. Grantee representation by an attorney and presentation of witnesses if necessary.
5. If the Grantee has a recurring agreement with the Department, the Department requires an annual confirmation of the outstanding operating advance. At the end of either the Agreement period or Department's fiscal year, whichever is first, the Grantee must respond to the Department's request for confirmation of the operating advance. Failure to respond to the confirmation request may result in the Department recovering all or part of an outstanding operating advance.

B. Reimbursement Method

The Grantee will be paid for allowable expenditures incurred by the Grantee, submitted for reimbursement on the Financial Status Reports (FSRs) and approved by the Department. Reimbursement from the Department is based on the understanding that Department funds will be paid up to the total Department allocation as agreed to in the approved budget. Department funds are the first source after the application of fees and earmarked sources unless a specific local match condition exists.

C. Financial Status Report Submission

The Grantee must electronically prepare and submit FSRs to the Department via the EGrAMS website <http://egram-mi.com/mdhhs>.

FSRs must be submitted on a monthly basis, no later than 30 days after the close of each calendar month. The monthly FSRs must reflect total actual program expenditures, up to the total agreement amount. Failure to meet financial reporting responsibilities as identified in this Agreement may result in withholding future payments.

The Grantee representative who submits the FSR is certifying to the best of their knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and

objectives set forth in the terms and conditions of this Agreement. The individual submitting the FSR should be aware that any false, fictitious or fraudulent information, or the omission of any material facts, may subject them to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

The instructions for completing the FSR form are available on the EGrAMS website <http://egram-mi.com/mdhhs>. Send FSR questions to FSRMDHHS@michigan.gov.

D. Reimbursement Mechanism

All Grantees must register using the on-line vendor self-service site to receive all state of Michigan payments as Electronic Funds Transfers (EFT)/Direct Deposits, as mandated by MCL 18.1283a. Vendor registration information is available through the Department of Technology, Management and Budget's web site: <https://www.michigan.gov/sigmavss>.

E. Final Obligations and Financial Status Reporting Requirements

1. Obligation Report

The Obligation Report, based on annual guidelines, must be submitted by the due date established by and using the format provided by the Department's Expenditures Operations Division. The Grantee must provide an estimate of unbilled expenditures for the entire Agreement period. The information on the report will be used to record the Department's year-end accounts payable and receivable for this Agreement.

2. Department-wide Payment Suspension

A temporary payment suspension is in effect on agreements during the Department's year-end closing period. The Department will notify the Grantee of the date by which FSRs should be submitted to ensure payment prior to the payment suspension period.

3. Final FSRs

Final FSRs are due 30 days following the end of the Agreement period. The final FSR must be clearly marked "Final." Final FSRs not received by the due date may result in the loss of funding requested on the Obligation Report and may result in a potential reduction in a subsequent year's Agreement amount.

F. Unobligated Funds

Any unobligated balance of funds held by the Grantee at the end of the Agreement period will be returned to the Department within 30 days of the end of the Agreement or treated in accordance with instructions provided by the Department.

G. Indirect Costs

The Grantee may use an approved federal or state indirect rate in their budget calculations and financial status reporting. If the Grantee does not have an existing approved federal or state indirect rate, they may use a 10% de minimis rate in accordance with 2 CFR 200 to recover their indirect costs. Governmental Grantees with an existing cost allocation plan may budget accordingly in lieu of an indirect cost rate. Non-governmental Grantees may use a cost allocation plan only if the plan was in place prior to December 26, 2014.

V. Agreement Termination

This Agreement may be terminated without further liability or penalty to the Department for any of the following reasons:

- A. By either party by giving 30 days written notice to the other party stating the reasons for termination and the effective date.
- B. By either party with 30 days written notice upon the failure of either party to carry out the terms and conditions of this Agreement, provided the alleged defaulting party is given notice of the alleged breach and fails to cure the default within the 30-day period.
- C. Immediately if the Grantee or an official of the Grantee or an owner is convicted of any activity referenced in Part 2 Section III. D. of this Agreement during the term of this Agreement or any extension thereof.

VI. Stop Work Order

The Department may suspend any or all activities under this Agreement at any time. The Department will provide the Grantee with a written stop work order detailing the suspension. Grantee must comply with the stop work order upon receipt. The Department will not pay for activities, Grantee's incurred expenses or financial losses, or any additional compensation during a stop work period.

VII. Final Reporting Upon Termination

Should this Agreement be terminated by either party, within 30 days after the termination, the Grantee must provide the Department with all financial, performance and other reports required as a condition of this Agreement. The Department will make payments to the Grantee for allowable reimbursable costs not covered by previous payments or other state or federal programs. The Grantee must immediately refund to the Department any funds not authorized for use and any payments or funds advanced to the Grantee in excess of allowable reimbursable expenditures.

VIII. Severability

If any part of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, that part will be deemed deleted from this Agreement and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining parts of the Agreement will continue in full force and effect.

IX. Waiver

Failure by the Department to enforce any provision of this Agreement will not constitute a waiver of the Department's right to enforce any other provision of this Agreement.

X. Amendments

Any changes to this Agreement will be valid only if made in writing and executed by all parties through an amendment to this Agreement. Any change proposed by the Grantee which would affect the Department funding of any project must be submitted in writing to the Department immediately upon determining the need for such change. The Department has sole discretion to approve or deny the amendment request. The Grantee must, upon request of the Department and receipt of a proposed amendment, amend this Agreement.

XI. Liability

The Grantee assumes all liability to third parties, loss, or damage because of claims, demands, costs, or judgments arising out of activities, such as but not limited to direct activity delivery, to be carried out by the Grantee in the performance of this Agreement, under the following conditions:

- A. The liability, loss, or damage is caused by, or arises out of, the actions of or failure to act on the part of the Grantee, any of its subcontractors, or anyone directly or indirectly employed by the Grantee.
- B. Nothing herein will be construed as a waiver of any governmental immunity that has been provided to the Grantee or its employees by statute or court decisions.

The Department is not liable for consequential, incidental, indirect or special damages, regardless of the nature of the action.

XII. State of Michigan Agreement

This Agreement is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Agreement are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Agreement must be resolved in the Michigan Court of Claims. Complaints against the State must be initiated in Ingham County, Michigan. Grantee waives any objections, such as lack of personal jurisdiction or forum non conveniens. Grantee must appoint an agent in Michigan to receive service of process.

A Attachment A - Statement of Work

| | |
|----------------------------|--|
| Objective : | Recognize and respond to the signs, symptoms, and risks of traumatic conditions to better support the health needs of people who have been exposed to Adverse Childhood Experiences (ACEs) and toxic stress |
| Activity : | Expand the number and types of training and technical assistance opportunities educating service providers and first responders in ACE-informed engagement |
| Responsible Staff : | The Kinesis Group & Health Equity Strategist (Calvin Evans) |
| Date Range : | 10/01/2022 - 08/31/2023 |
| Expected Outcome : | Train service providers and first responders in ACE-informed engagement |
| Measurement : | 50 service providers and first responders trained in ACE-informed engagement |
| Activity : | Support community actions that address social determinants of health (SDOH) by coordinating QRT and partner resources |
| Responsible Staff : | Case Manager (Essence Uke) & Health Equity Strategist (Calvin Evans) |
| Date Range : | 10/01/2022 |
| Expected Outcome : | Identify organizations providing on-demand, around the clock resources for QRT |
| Measurement : | 1 on-demand resource and contact list addressing SDOH for QRT efforts |
| Activity : | Provide expressive arts programming for drug endangered youth and older adults at risk of opioid misuse |
| Responsible Staff : | The Kinesis Group & Case Manager (Essence Uke) |
| Date Range : | 10/01/2022 |
| Expected Outcome : | Facilitate expressive arts sessions for drug endangered youth and older adults |
| Measurement : | Engage 50 youth/older adults in expressive arts programs including color therapy |
| Objective : | Focuses on positive change around behavior and policies, and focuses on working with people without judgement, coercion, discrimination, or requiring that they stop using substances as a precondition of resources |
| Activity : | Collaborate with syringe service programs to design anti-stigma harm reduction workshops for court, public safety, human services, and faith-based organizations |
| Responsible Staff : | The Kinesis Group, Case Manager (Essence Uke), & Health Equity Strategist (Calvi |
| Date Range : | 10/01/2022 |
| Expected Outcome : | Governmental, community, and faith-based organizations will learn about harm reduction centered principles and care to combat stigma |
| Measurement : | 20 multisector stakeholders will engage in anti-stigma harm reduction education |
| Activity : | Explore the impact of medical trauma on the well-being of BIPOC communities through restorative activities centered around recovery and repair |
| Responsible Staff : | Health Equity Strategist (Calvin Evans) & Case Manager (Essence Uke) |
| Date Range : | 11/01/2022 |
| Expected Outcome : | Gain insight on how medical apartheid and multigenerational trauma influence care seeking behavior and perspectives on substance use treatment |
| Measurement : | 4 listening sessions engaging QRT participants and partners on medical trauma |

| | |
|----------------------------|--|
| Activity : | Participate in local/national Drug Free Communities (DFC) coalitions to mobilize efforts around policies effecting harm reduction, substance use, and social equity |
| Responsible Staff : | Case Manager (Essence Uke) & Health Equity Strategist (Calvin Evans) |
| Date Range : | 10/01/2022 |
| Expected Outcome : | Base build with DFC coalitions on harm reduction, substance use and social equity |
| Measurement : | Collaborate on 3 DFC coalition initiatives focused on harm reduction centered care |
| Objective : | Facilitate meaningful engagement that recognizes and strives to address power imbalances inherent in the public health ecosystem, moving toward an environment free of racism and discrimination, where people feel safe |
| Activity : | Inform strategic decision-making to educate policy makers, researchers, courts, and public service agencies about behavioral health trends, inequities, and best practices |
| Responsible Staff : | Case Manager (Essence Uke), Health Equity Strategist (Calvin Evans) & The Kinesi |
| Date Range : | 10/01/2022 |
| Expected Outcome : | Present to organizations/coalitions on behavioral health trends, inequities, best practices to inform entity decision making for substance-involved efforts |
| Measurement : | 7 entities will receive presentations on the behavioral health profile of Detroit |
| Activity : | Create a holistic, community-based, coordinated system of care protocol to support behavioral health and wellness response for Detroit residents |
| Responsible Staff : | Case Manager (Essence Uke), Health Equity Strategist (Calvin Evans), The Kinesis |
| Date Range : | 10/01/2022 |
| Expected Outcome : | Draft a community reported anomaly protocol for behavioral health emergencies |
| Measurement : | 1 community reported anomaly protocol for QRT behavioral health response |
| Activity : | Design and implement a framework for key dimensions of equity-oriented behavioral health services and response |
| Responsible Staff : | Health Equity Strategist (Calvin Evans) & Case Manager (Essence Uke) |
| Date Range : | 10/01/2022 |
| Expected Outcome : | Host quarterly participatory design workshops to inform the framework for equity oriented behavioral health response |
| Measurement : | 4 participatory design sessions will be held to inform the equity-oriented framework for QRT and partners |

B1 Attachment B1 - Program Budget Summary

| | | | | |
|--|--------------------|-------------------------------|--|-------------------------|
| PROGRAM Overdose Prevention Safer Systems of Care - 2023 | | | DATE PREPARED 9/15/2022 | |
| CONTRACTOR NAME City of Detroit | | | BUDGET PERIOD From : 10/1/2022 To : 8/31/2023 | |
| MAILING ADDRESS (Number and Street) 1301 Third Street 6th Floor | | | BUDGET AGREEMENT <input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment | AMENDMENT # 0 |
| CITY Detroit | STATE MI | ZIP CODE 48226-2503 | FEDERAL ID NUMBER 38-6004606 | |

| | Category | Total | Amount |
|--------------------------------|--|-------------------|-------------------|
| DIRECT EXPENSES | | | |
| Program Expenses | | | |
| 1 | Salary & Wages | 115,500.00 | 115,500.00 |
| 2 | Fringe Benefits | 39,547.00 | 39,547.00 |
| 3 | Employee Travel and Training | 0.00 | 0.00 |
| 4 | Supplies & Materials | 0.00 | 0.00 |
| 5 | Subawards – Subrecipient Services | 0.00 | 0.00 |
| 6 | Contractual - Professional Services | 0.00 | 0.00 |
| 7 | Communications | 0.00 | 0.00 |
| 8 | Grantee Rent Costs | 0.00 | 0.00 |
| 9 | Space Costs | 0.00 | 0.00 |
| 10 | Capital Expenditures - Equipment & Other | 0.00 | 0.00 |
| 11 | Client Assistance - Rent | 0.00 | 0.00 |
| 12 | Client Assistance - All Other | 0.00 | 0.00 |
| 13 | Other Expense | 19,094.00 | 19,094.00 |
| Total Program Expenses | | 174,141.00 | 174,141.00 |
| TOTAL DIRECT EXPENSES | | 174,141.00 | 174,141.00 |
| INDIRECT EXPENSES | | | |
| Indirect Costs | | | |
| 1 | Indirect Costs | 9,192.00 | 9,192.00 |
| 2 | Cost Allocation Plan | 0.00 | 0.00 |
| Total Indirect Costs | | 9,192.00 | 9,192.00 |
| TOTAL INDIRECT EXPENSES | | 9,192.00 | 9,192.00 |
| TOTAL EXPENDITURES | | 183,333.00 | 183,333.00 |

SOURCE OF FUNDS

| | Category | Total | Amount | Cash | Inkind |
|---|--|------------|------------|------|--------|
| 1 | Source of Funds | | | | |
| | MDHHS State Agreement | 183,333.00 | 183,333.00 | 0.00 | 0.00 |
| | Fees and Collections - 1st and 2nd Party | 0.00 | 0.00 | 0.00 | 0.00 |
| | Fees and Collections - 3rd Party | 0.00 | 0.00 | 0.00 | 0.00 |
| | Local | 0.00 | 0.00 | 0.00 | 0.00 |
| | Non-MDHHS State Agreements | 0.00 | 0.00 | 0.00 | 0.00 |
| | Federal | 0.00 | 0.00 | 0.00 | 0.00 |
| | Other | 0.00 | 0.00 | 0.00 | 0.00 |
| | In-Kind | 0.00 | 0.00 | 0.00 | 0.00 |
| | Federal Cost Based Reimbursement | 0.00 | 0.00 | 0.00 | 0.00 |
| | Total Source of Funds | 183,333.00 | 183,333.00 | 0.00 | 0.00 |
| | Totals | 183,333.00 | 183,333.00 | 0.00 | 0.00 |

B2 Attachment B2 - Program Budget - Cost Detail Schedule

| | Line Item | Qty | Rate | Units | UOM | Total |
|-------------------------------------|--|--------|-----------|------------|-----|------------|
| DIRECT EXPENSES | | | | | | |
| Program Expenses | | | | | | |
| 1 | Salary & Wages | | | | | |
| | Analyst Notes : Health Equity Strategist (Calvin Evans) | 1.0000 | 57750.000 | 0.000 | | 57,750.00 |
| | Case Manager Notes : Case Manager (Essence Uke) | 1.0000 | 57750.000 | 0.000 | | 57,750.00 |
| Total for Salary & Wages | | | | | | 115,500.00 |
| 2 | Fringe Benefits | | | | | |
| | FICA Notes : Fringes: Health, Pension, FICA, Unemployment, workers Comp, life, vision, dental | 0.0000 | 34.240 | 115500.000 | | 39,547.00 |
| 3 | Employee Travel and Training | | | | | |
| 4 | Supplies & Materials | | | | | |
| 5 | Subawards – Subrecipient Services | | | | | |
| 6 | Contractual - Professional Services | | | | | |
| 7 | Communications | | | | | |
| 8 | Grantee Rent Costs | | | | | |
| 9 | Space Costs | | | | | |
| 10 | Capital Expenditures - Equipment & Other | | | | | |
| 11 | Client Assistance - Rent | | | | | |
| 12 | Client Assistance - All Other | | | | | |
| 13 | Other Expense | | | | | |
| | Participant Support Costs Notes : The Kinesis Group | 0.0000 | 0.000 | 0.000 | | 19,094.00 |
| Total Program Expenses | | | | | | 174,141.00 |
| TOTAL DIRECT EXPENSES | | | | | | 174,141.00 |
| INDIRECT EXPENSES | | | | | | |
| Indirect Costs | | | | | | |
| 1 | Indirect Costs | | | | | |

| | Line Item | Qty | Rate | Units | UOM | Total |
|-------------------------|----------------------|--------|-------|------------|-----|------------|
| | Other Approval | 0.0000 | 5.000 | 183833.000 | | 9,192.00 |
| 2 | Cost Allocation Plan | | | | | |
| Total Indirect Costs | | | | | | 9,192.00 |
| TOTAL INDIRECT EXPENSES | | | | | | 9,192.00 |
| TOTAL EXPENDITURES | | | | | | 183,333.00 |

- B3** **Attachment B3 - Equipment Inventory Schedule**
[Attachment B3 - Equipment Inventory Schedule](#)
- C** **Attachment C - Performance Report Requirements**
[Attachment C - Performance/Progress Report Requirements](#)
- E** **Attachment E - Program Requirements**
[Attachment E - Program Specific Requirements](#)



DEPARTMENTAL SUBMISSION

DEPARTMENT: Council Member Gabriela Santiago-Romero
FILE NUMBER: Council Member Gabriela Santiago-Romero-0068

* **RE:**
Submitting reso. autho.

* **SUMMARY:**

**BY COUNCIL MEMBER GABRIELA SANTIAGO-ROMERO
RESOLUTION RECOGNIZING DETROIT'S ORIGINAL NAME ON
INDIGENOUS PEOPLE'S DAY**

WHEREAS, In 2017, the Detroit City Council adopted a “Resolution Declaring the Second Monday in October Indigenous People’s Day in Detroit”, to show respect to the original and continuing inhabitants of the region. The City of Detroit acknowledges the need to heal by honoring Detroit’s Anishinaabe community and the federally recognized tribes of Michigan, as well as all Indigenous people who come from across the Americas to live and work within the City’s limits; and

WHEREAS, The State of Michigan is home to 12 federally recognized Anishinabek governments (see www.michigan.gov “Tribal Governments”). The self-descriptive name, “Anishinaabe”, references the large group of culturally related Indigenous peoples (who identify by many names – *i.e.*, Ojibwe, Odawa, Bodewadmi, etc.) residing in what is now Canada and parts of the United States, including Michigan. In Ontario, the Anishinabek Nation is a political advocate for forty member First Nations across the province, tracing its roots to the *Confederacy of Three Fires* (see www.anishinabek.ca); and

WHEREAS, The land on which Detroit sits, is within the traditional territory of the *Confederacy of the Three Fires*, comprised of the Ojibwe (Chippewa), Odawa (Ottawa), and Bodewadmi (Potawatomi) Nations, and was home to many ancient nations, as evidenced by burial mounds and artifacts located along the Detroit River; and

WHEREAS, The land in which Detroit sits was **not discovered**, rather it has been occupied by Indigenous peoples long before Western written documented history; and

WHEREAS, The common language of the Anishinaabe community is Anishinaabemowin, which has its own place name for the land the city rests on – *Waawiyatanong* (Waa-wiya-ta-nong), or “where the water goes around”; and

WHEREAS, To this day, much of Detroit’s existing roadway infrastructure is founded on Indigenous trail systems, created to travel and congregate here.

NOW THEREFORE, BE IT

RESOLVED, That the Detroit City Council on behalf of the people of Detroit, recognize and honor the City of Detroit as *Waawiyatanong* (Waa-wiya-ta-nong), “where the water goes around”, on Indigenous People’s Day, the second Monday in October, in this year, 2022, and every year henceforth on the second Monday in October; and **BE IT FURTHER**

RESOLVED, That the Detroit City Council encourages research be conducted on trail marking designations so that appropriate street names may be identified, and signage supplemented, to reflect both the modern and historical names of geographical places throughout the City.

October 10, 2022

*** RECOMMENDATION:**

Approval by City Council

*** DEPARTMENTAL CONTACT:**

Name: Kristin Dayag
Position: Chief of Staff

***=REQUIRED**

**BY COUNCIL MEMBER GABRIELA SANTIAGO-ROMERO
RESOLUTION RECOGNIZING DETROIT’S ORIGINAL NAME ON
INDIGENOUS PEOPLE’S DAY**

WHEREAS, In 2017, the Detroit City Council adopted a “Resolution Declaring the Second Monday in October Indigenous People’s Day in Detroit”, to show respect to the original and continuing inhabitants of the region. The City of Detroit acknowledges the need to heal by honoring Detroit’s Anishinaabe community and the federally recognized tribes of Michigan, as well as all Indigenous people who come from across the Americas to live and work within the City’s limits; and

WHEREAS, The State of Michigan is home to 12 federally recognized Anishinabek governments (see www.michigan.gov “Tribal Governments”). The self-descriptive name, “Anishinaabe”, references the large group of culturally related Indigenous peoples (who identify by many names – *i.e.*, Ojibwe, Odawa, Bodewadmi, etc.) residing in what is now Canada and parts of the United States, including Michigan. In Ontario, the Anishinabek Nation is a political advocate for forty member First Nations across the province, tracing its roots to the *Confederacy of Three Fires* (see www.anishinabek.ca); and

WHEREAS, The land on which Detroit sits, is within the traditional territory of the *Confederacy of the Three Fires*, comprised of the Ojibwe (Chippewa), Odawa (Ottawa), and Bodewadmi (Potawatomi) Nations, and was home to many ancient nations, as evidenced by burial mounds and artifacts located along the Detroit River; and

WHEREAS, The land in which Detroit sits was **not discovered**, rather it has been occupied by Indigenous peoples long before Western written documented history; and

WHEREAS, The common language of the Anishinaabe community is Anishinaabemowin, which has its own place name for the land the city rests on – *Waawiyatanong* (Waa-wiya-ta-nong), or “where the water goes around”; and

WHEREAS, To this day, much of Detroit’s existing roadway infrastructure is founded on Indigenous trail systems, created to travel and congregate here.

NOW THEREFORE, BE IT

RESOLVED, That the Detroit City Council on behalf of the people of Detroit, recognize and honor the City of Detroit as *Waawiyatanong* (Waa-wiya-ta-nong), “where the water goes around”, on Indigenous People’s Day, the second Monday in October, in this year, 2022, and every year henceforth on the second Monday in October; and **BE IT FURTHER**

RESOLVED, That the Detroit City Council encourages research be conducted on trail marking designations so that appropriate street names may be identified, and signage supplemented, to reflect both the modern and historical names of geographical places throughout the City.

October 10, 2022



DEPARTMENTAL SUBMISSION

DEPARTMENT: [eSCRIBE Department]

FILE NUMBER:

*** 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**


*Testimonial Resolution***Mary Culler****President of The Ford Motor Fund**
"Innovation breeds Innovation"


The Honorable Coleman A. Young II, Council Member At-Large Recognizes the Exceptional Accomplishments and Extraordinary Success of The Phenomenal Mary Culler


- WHEREAS:** *Mary Culler* is the President of the Ford Motor Company Fund and oversees the company's philanthropic investments through Signature Ford Programs and Employee Support Volunteerism outreach in more than 50 countries; and additionally advances the Ford Motor Fund strategic priorities shaping internal and external engagement in the specific areas of sustainability, innovation in smart mobility, autonomous driving and corporate citizenship. *Mary Culler* believes and states that *"Innovation breeds innovation;" and*
- WHEREAS:** *Mary Culler* oversaw Chicago's industrial development and was tapped to be the Director of Ford Motor Company's Global Public Policy Office in Dearborn when her path at Ford began. At Ford she was Regional Manager of the North Central Region's Government Relations Office, where she spearheaded the Ford's Operation Better World Community and Dealer Relations. Her successes led to her becoming the Director of State and Local Government Affairs. In this role she managed engagement with policymakers throughout the nation on Ford's automotive issues as well as negotiated investment and job creation in states with Ford automotive plants; *and*
- WHEREAS:** *Mary Culler's* successes proved to be an asset to the Ford Motor Company, and became Chief of Staff to William Clay Ford, Jr., Executive Chairman of the Ford Motor Company. *Ms. Culler's* early work experience included management at the U.S. Environmental Protection Agency in the National Brownfield Redevelopment Program, which prepared her for the role of Ford's Detroit Development Director and Project Manager for the \$800,000,000 Ford investment in Detroit's Michigan Central Station Redevelopment Project and other Ford properties throughout Corktown; a strategically important priority for the creation of jobs and opportunities for Detroit and the region, as *Ms. Culler* developed the crucial partnership in innovation and technology between Ford and Google; *and*
- WHEREAS:** *Mary Culler's* educational background includes a Harvard University Master's Degree in Public Administration that was preceded by a Bachelor's Degree in Journalism and French from Indiana University at Bloomington; *and*
- WHEREAS:** *Mary Culler* has always believed in the importance of volunteer service to the community and is a member of several civic organization boards including, but not limited to the following: Business Leaders for Michigan, the Detroit Riverfront Conservancy, the Detroit Economic Club, the Downtown Detroit Partnership, the Detroit Institute of Arts, and the Motown Museum. **NOW, THEREFORE BE IT**
- RESOLVED:** The Honorable Coleman A. Young II, Council Member At-Large along with Council President Mary Sheffield and President Pro-Tempore James Tate, along with the entire Honorable Detroit City Council Members celebrate the excellence in accomplishments, in technology and innovation, that are the result of the lifelong drive and focused vision of *Mary Culler*. **WE applaud your success and thank you for your phenomenal work that serves to provide greater opportunities for the Citizens of Detroit, as President of the Ford Motor Fund.**



COUNCIL PRESIDENT PRO TEM

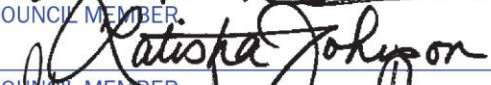

COUNCIL MEMBER



COUNCIL MEMBER



COUNCIL MEMBER


COUNCIL PRESIDENT


COUNCIL MEMBER


COUNCIL MEMBER


COUNCIL MEMBER


COUNCIL MEMBER

Presented on October 4, 2022

DATE

At The Formal Council Session