

Mary Sheffield  
President

James Tate  
President Pro Tem

City of Detroit

CITY COUNCIL



Scott Benson  
Fred Durhal, III  
Latisha Johnson  
Gabriela Santiago-Romero  
Mary Waters  
Angela Whitfield Calloway  
Coleman A. Young, II  
Janice Winfrey  
City Clerk

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

## PUBLIC HEALTH AND SAFETY STANDING COMMITTEE

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

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COUNCIL MEMBER GABRIELA SANTIAGO-ROMERO, CHAIRPERSON

COUNCIL MEMBER SCOTT BENSON, VICE CHAIRPERSON

COUNCIL MEMBER MARY WATERS

COUNCIL PRESIDENT MARY SHEFFIELD, EX-OFFICIO

Monday, July 22, 2024, 10:00 A.M.

Mr. Glenn Kersey  
Assistant City Council Committee Clerk

1. ROLL CALL
2. APPROVAL OF MINUTES
3. CHAIR REMARKS
4. PUBLIC COMMENT
5. UNFINISHED BUSINESS

### 5.1 Status of Council Member Scott Benson

Submitting memorandum relative to Request for report on police chases terminating in Detroit from other municipalities. (BROUGHT BACK AS DIRECTED ON 07/08/24)

**5.2 Status of Council President Pro Tem James Tate**

Submitting memorandum relative to Data Regarding the Ordinance Prohibiting Direct Fueling of Unregistered ATVs at Gas Stations. **(BROUGHT BACK AS DIRECTED ON 07/08/24)**

**5.3 Status of Council President Mary Sheffield**

Submitting memorandum relative to Request for Report on Child Safety Seating on Buses. **(BROUGHT BACK AS DIRECTED ON 06/24/24)**

**5.4 Status of Council President Mary Sheffield**

Submitting memorandum relative to Stop Sign Request on E. Vernor. **(BROUGHT BACK AS DIRECTED ON 06/24/24)**

**5.5 Status of Council Member Scott Benson**

Submitting memorandum relative to SIGN ORDINANCE UPDATE **(BROUGHT BACK AS DIRECTED ON 06/24/24)**

**5.6 Status of Council Member Coleman A. Young, II**

Submitting memorandum relative to Request for a report on Transit-Oriented Development Policy. **(BROUGHT BACK AS DIRECTED ON 06/24/24)**

**5.7 Status of Council President Pro Tem James Tate**

Submitting memorandum relative to BSEED Inspection Questions for 21551 Fenkell Avenue. **(BROUGHT BACK AS DIRECTED ON 06/24/24)**

**6. NEW BUSINESS**

**OFFICE OF CONTRACTING AND PROCUREMENT**

**6.1 Submitting reso. autho.**

**Contract No. 6006324 - 100% Bond Funding – To Provide Proposal N Trash Out Release I, Group I2/SA (24 Properties) – Contractor: Special Multi Services, Inc-SMS – Location: 7140 W. Fort Street, Detroit, MI 48209 – Contract Period: Upon City Council Approval for a Period of One (1) Year - Total Contract Amount: \$80,850.00. CONSTRUCTION AND DEMOLITION (REFERRED TO THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 07/22/24)**

**6.2 Submitting reso. autho.**

**Contract No. 6006407 - 100% City Funding – To Provide Fire Suppression and Protection Services. – Contractor: Johnson Controls Fire Protection, LP – Location: 24755 Halsted,**



Farmington Hills, MI 48335 – Contract Period: Upon City Council Approval for a Period of Three (3) Years – Total Contract Amount: \$1,759,000.00. **CONSTRUCTION AND DEMOLITION (REFERRED TO THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 07/22/24)**

**6.3 Submitting reso. autho.**

**Contract No. 6006412** - 100% City Funding – To Provide Elevator Maintenance and Repair Service. – Contractor: Otis Elevator Company – Location: 25365 Interchange Court, Farmington Hills, MI 48335 – Contract Period: Upon City Council Approval for a Period of Three (3) Years – Total Contract Amount: \$1,415,469.92. **CONSTRUCTION AND DEMOLITION (REFERRED TO THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 07/22/24)**

**6.4 Submitting reso. autho.**

**Contract No. 6006200** - 100% ARPA Funding – To Provide Abatement and Alteration of Commercial Structures Group 241. – Contractor: Salenbien Trucking and Excavating, Inc. – Location: 985 East Jefferson Avenue, Suite 300, Detroit, MI 48207 – Contract Period: Upon City Council Approval through June 30, 2025 – Total Contract Amount: \$2,915,451.47. **CONSTRUCTION AND DEMOLITION (REFERRED TO THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 07/22/24)**

**6.5 Submitting reso. autho.**

**Contract No. 6006204** - 45% ARPA & 55% Blight Funding – To Provide Abatement and Alteration of Commercial Structures for Group 247. – Contractor: Homrich Wrecking, Inc dba Homrich – Location: 3033 Bourke Street, Detroit MI 48238 – Contract Period: Upon City Council Approval through June 30, 2025 – Total Contract Amount: \$2,262,865.00. **CONSTRUCTION AND DEMOLITION (REFERRED TO THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 07/22/24)**

**6.6 Submitting reso. autho.**

**Contract No. 6006212** - 33% ARPA & 67% Blight Funding – To Provide Abatement and Alteration of Commercial Structures Group 248. – Contractor: Adamo Demolition Company – Location: 320 East Seven Mile Road, Detroit, MI 48203 – Contract Period: Upon City Council Approval through June 30, 2025 – Total Contract Amount: \$3,579,175.60. **CONSTRUCTION AND DEMOLITION (REFERRED TO THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 07/22/24)**

**6.7 Submitting reso. autho.**

**Contract No. 6006332** - 100% Bond Funding – To Provide Proposal N Trash Out Services Release I, Group I10 (24 Properties). – Contractor: Emerging Industries Training Institute – Location: 5555 Conner, Suite 1646, Detroit, MI 48213 – Contract Period: Upon City Council

Approval for a Period of One (1) Year – Total Contract Amount: \$110,985.00. **CONSTRUCTION AND DEMOLITION (REFERRED TO THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 07/22/24)**

**6.8 Submitting reso. autho.**

**Contract No. 6006420** - 100% Bond Funding – To Provide Proposal N Trash Out Services Release I, Group I11 (24 Properties). – Contractor: GNIC, Inc. – Location: 46696 McBride Avenue, Belleville, MI 48111 – Contract Period: Upon City Council Approval for a Period of One (1) Year – Total Contract Amount: \$102,313.05. **CONSTRUCTION AND DEMOLITION (REFERRED TO THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 07/22/24)**

**6.9 Submitting reso. autho.**

**Contract No. 6006421** - 100% Bond Funding – To Provide Proposal N Trash Out Services Release I, Group I12 (24 Properties). – Contractor: GNIC, Inc. – Location: 46696 McBride Avenue, Belleville, MI 48111 – Contract Period: Upon City Council Approval for a Period of One (1) Year – Total Contract Amount: \$99,120.00. **CONSTRUCTION AND DEMOLITION (REFERRED TO THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 07/22/24)**

**6.10 Submitting reso. autho.**

**Contract No. 6006422** - 100% Bond Funding – To Provide Proposal N Trash Out Services Release I, Group I13 (24 Properties). – Contractor: Bing Youth Institute, Inc. – Location: 151 West Jefferson, Detroit, MI 48226 – Contract Period: Upon City Council Approval for a Period of One (1) Year – Total Contract Amount: \$84,957.60. **CONSTRUCTION AND DEMOLITION (REFERRED TO THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 07/22/24)**

**6.11 Submitting reso. autho.**

**Contract No. 6006423** - 100% Bond Funding – To Provide Proposal N Trash Out Services Release I, Group I14 (24 Properties). – Contractor: Bing Youth Institute, Inc. – Location: 151 West Jefferson, Detroit, MI 48226 – Contract Period: Upon City Council Approval for a Period of One (1) Year – Total Contract Amount: \$85,947.75. **CONSTRUCTION AND DEMOLITION (REFERRED TO THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 07/22/24)**

**6.12 Submitting reso. autho.**

**Contract No. 6006424** - 100% Bond Funding – To Provide Proposal N Trash Out Services Release I, Group I15 (24 Properties). – Contractor: GNIC, Inc. – Location: 46696 McBride Avenue, Belleville, MI 48111 – Contract Period: Upon City Council Approval for a Period of One (1) Year – Total Contract Amount: \$102,480.00. **CONSTRUCTION AND**

**DEMOLITION (REFERRED TO THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 07/22/24)**

**6.13 Submitting reso. autho.**

**Contract No. 6006425** - 100% Bond Funding – To Provide Proposal N Trash Out Services Release I, Group I16 (24 Properties). – Contractor: P & P Group, Inc. – Location: 18976 Stansbury, Detroit, MI 48235 – Contract Period: Upon City Council Approval for a Period of One (1) Year – Total Contract Amount: \$129,465.00. **CONSTRUCTION AND DEMOLITION (REFERRED TO THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 07/22/24)**

**6.14 Submitting reso. autho.**

**Contract No. 6006426** - 100% Bond Funding – To Provide a Proposal N Trash Out Release I, Group I17 (25 Properties). - Contractor: P & P Group Inc. – Location: 18976 Stansbury, Detroit, MI 48235- Contract Period: Upon City Council Approval for a Period of One (1) Year –Total Contract Amount \$135,345.00. **CONSTRUCTION AND DEMOLITION (REFERRED TO THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 07/22/24)**

**6.15 Submitting reso. autho.**

**Contract No. 6006427** - 100% Bond Funding –To Provide a Proposal N Trash Out Release I, Group I18 (24 Properties).- Contractor: RT Contracting, Inc.. – Location: 6400 E. Seven Mile Road, Unit B, Detroit, MI 48234 - Contract Period: Upon City Council Approval for a Period of One (1) Year –Total Contract Amount \$111,825.00. **CONSTRUCTION AND DEMOLITION (REFERRED TO THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 07/22/24)**

**6.16 Submitting reso. autho.**

**Contract No. 6006428** - 100% Bond Funding – To Provide a Proposal N Trash Out Release I, Group I19 (24 Properties). - Contractor: RT Contracting Inc. – Location: 6400 E. Seven Mile Road, Unit B, Detroit, MI 48234 - Contract Period: Upon City Council Approval for a Period of One (1) Year –Total Contract Amount \$110,775.00. **CONSTRUCTION AND DEMOLITION (REFERRED TO THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 07/22/24)**

**6.17 Submitting reso. autho.**

**Contract No. 6006430** - 100% Bond Funding – To Provide a Proposal N Trash Out Release I, Group I21 (24 Properties). - Contractor: P & P Group Inc. – Location: 18976 Stansbury, Detroit, MI 48235 - Contract Period: Upon City Council Approval for a Period of One (1) Year –Total Contract Amount \$129,675.00. **CONSTRUCTION AND DEMOLITION (REFERRED TO THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 07/22/24)**

07/22/24)

**6.18 Submitting reso. autho.**

**Contract No. 6006431** - 100% Bond Funding –To Provide a Proposal N Trash Out Release I, Group I22 (24 Properties).- Contractor: P & P Group Inc. – Location: 18976 Stansbury, Detroit, MI 48235 - Contract Period: Upon City Council Approval for a Period of One (1) Year –Total Contract Amount \$129,990.00. **CONSTRUCTION AND DEMOLITION (REFERRED TO THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 07/22/24)**

**6.19 Submitting reso. autho.**

**Contract No. 6006447** - 100% Grant Funding – To Provide Network Communications Services to Selected Locations for MODES Grant. – Contractor: Comcast Cable Communications Management, LLC – Location: 5700 Enterprise Court, Warren, MI 48092– Contract Period: Upon City Council Approval through July 14, 2026 – Total Contract Amount: \$100,000.00. **CONSTRUCTION AND DEMOLITION (REFERRED TO THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 07/22/24)**

**6.20 Submitting reso. autho.**

**Contract No. 6006440** - 100% Grant Funding – To Lease Property at 5716 Michigan Avenue to the City of Detroit Health Department. – Contractor: 5716 Partners, LLC – Location: 5716 Michigan Avenue, Detroit, MI 48210 – Contract Period: Upon City Council Approval through June 30, 2029 – Total Contract Amount: \$187,500.00. **HEALTH (REFERRED TO THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 07/22/24)**

**6.21 Submitting reso. autho.**

**Contract No. 6006254** - 100% Grant Funding – To Provide Air Quality Monitoring Study for Impact on Local Community. – Contractor: Regents of the University of Michigan – Location: School of Public Health, Ann Arbor, MI 48109 – Contract Period: Upon City Council Approval through September 30, 2026 – Total Contract Amount: \$878,783.00. **HEALTH (REFERRED TO THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 07/22/24)**

**6.22 Submitting reso. autho.**

**Contract No. 6006450** - 100% ARPA Funding – To Provide Upfitting Requirements for Ten (10) Pursuit Rated Hybrid Ford Explorers. – Contractor: Canfield Equipment Services, Inc – Location: 21533 Mound Road, Warren, MI. 48091 – Contract Period: Upon City Council Approval through June 30, 2025 – Total Contract Amount: \$234,671.50. **POLICE (REFERRED TO THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 07/22/24)**

**6.23 Submitting reso. autho.**

**Contract No. 3076412** - 100% Grant Funding – To Provide Two (2) Law Enforcement Water Vessels (1 Seasonal and 1 All-Season). – Contractor: NW Bend Boats, LLC dba North River Boats – Location: 1750 SW Green Siding Road, Roseburg, OR 97471 – Contract Period: Upon City Council Approval through June 30, 2026 – Total Contract Amount: \$868,612.50. **POLICE (REFERRED TO THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 07/22/24)**

**6.24 Submitting reso. autho.**

**Contract No. 6006438** - 100% Major Street Funding – To Provide Bituminous Resurfacing of Class “C” Streets at various locations. – Contractor: Fort Wayne Contracting/Ajax Paving Industries, Inc.(Joint Venture) – Location: 300 E Seven Mile Road, Detroit MI 48203 – Contract Period: Upon City Council Approval through December 31, 2026 – Total Contract Amount: \$2,568,460.88. **PUBLIC WORKS (REFERRED TO THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 07/22/24)**

**6.25 Submitting reso. autho.**

**Contract No. 6006437** - 100% Major Street Funding – To Provide PW 7060 2025 Major Roads Resurfacing, repairing concrete patches cold milling etc.. – Contractor: Fort Wayne Contracting/Ajax Paving Industries, Inc.(Joint Venture) – Location: 300 E Seven Mile Road, Detroit MI 48203 – Contract Period: Upon City Council Approval through December 31,2026 – Total Contract Amount: \$8,460,388.29. **PUBLIC WORKS (REFERRED TO THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 07/22/24)**

**LAW DEPARTMENT**

**6.26 Submitting report and Proposed Ordinance**

To amend Chapter 16 of the 2019 Detroit City Code, *Environment*, Article I, *Noise*, by amending Subdivision b, *Non-Motor Vehicle Noise*; to amend Section 16-1- 13(a), *Specific prohibitions of activities constituting noise violations*; to support Detroit's Urban Cores continued growth as a world-class visitor destination by extending the hours permissible for non-motor vehicle noise. **(FOR INTRODUCTION OF AN ORDINANCE AND SETTING OF A PUBLIC HEARING?) (REFERRED TO THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 07/22/24)**

**6.27 Submitting report and Proposed Ordinance**

To amend Chapter 31 of the 2019 Detroit City Code, *Offenses*, Article V, *Offenses Against Public Peace*, by adding Section 31-5-19, *Nuisance parties and unlawful gatherings*, to prohibit nuisance parties and unlawful gatherings from creating a public nuisance in the City of Detroit. **(FOR INTRODUCTION OF AN ORDINANCE AND THE SETTING OF A PUBLIC HEARING?) (REFERRED TO THE PUBLIC HEALTH AND SAFETY**

**6.28 Submitting report and Proposed Ordinance**

To amend Chapter 8 of the 2019 Detroit City Code, Building Construction and Property Maintenance, Article XV, Property Maintenance, Division 1, In General, by amending Section 8-15-3, Definitions: A-B, Section 8-15-4, Definitions: C, Section 8-15-5, Definitions: D-F, Section 8-15-6, Definitions: G-K, Section 8-15-7, Definitions: L-O, Section 8-15-8, Definitions: P-R, Section 8-15-9, Definitions: S-Z, and Section 8-15-11, Civil fines for violation of article, by amending Division 2, Administration and Enforcement, by amending Section 8-15-33, fees, Section 8-15-35, Certificate of Compliance required; violation for failure to obtain; temporary certificate and modifications, Section 8-15-36, Suspension or denial of Certificate of Compliance; revocation, Section 8-15-47, Issuance of correction notice or blight violation, Section 8-15-48, Curing or disputing correction notice; right of entry by City to abate public nuisance; obstruction of City employees and agents prohibited, and Section 8-15-49, Costs of abatement; collection of costs for City abatement of public nuisances, by amending Division 3, Requirements for Rental Property, by amending Subdivision A, In General, by amending Section 8-15-81, Registration of rental property, amending and renaming Section 8-15-82, Inspection of rental property; Certificate of Compliance required; registration of Certificates of Compliance for rental properties; violations; occupancy; length of Certificate of Compliance, repealing Section 8-15-83, Lead inspection/risk assessment, lead clearance, and relocating substitute Section 8-15-83, Federal and other governmental agency inspections accepted, repealing Section 8-15-84, Landlords and staff required to obtain HUD Visual Assessment Certification; annual inspections, and relocating substitute Section 8-15-84, Caretaker; responsible person; warning devices, by relocating Section 8-15-85, Window stops or guards required; exceptions, by adding Section 8-15-86, Tenant escrow, Section 8-15-87, Termination of tenancy to avoid compliance with subdivision or retaliatory action prohibited, Section 8-15-88, Consideration of Certificate of Compliance in eviction judgment, Section 8-15-89, Utilization of escrow accounts established under Michigan Housing Law, and Section 8-15-90, Notice and posting requirements for housing providers, and by amending Subdivision B, Lead Clearance, by amending Section 8-15-91, Purpose and intent; requirements, Section 8-15-92, Lead inspection and risk assessment, reports required, Section 8-15-94, Post-remedy clearance report, and Section 8-15-95, Requirement to avoid conflict of interest regarding lead-clearance inspection, and by repealing Section 8-15-98, Termination of tenancy to avoid compliance with this subdivision or retaliatory action prohibited, and by relocating to Section 8-15-98, Required distribution of information, and Section 8-15-99, Annual report required, in order to increase the effectiveness of the City of Detroit's oversight of rental housing and improve the quality of rental housing available to tenants. **(FOR INTRODUCTION OF AN ORDINANCE AND THE SETTING OF A PUBLIC HEARING?) (REFERRED TO THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 07/22/24)**

**6.29 Submitting reso. autho.**

Authorization to submit a grant application to the U.S. Department of Homeland Security for the FY 2025 Transit Security Grant Program. **(The Detroit Department of Transportation is hereby requesting authorization from Detroit City Council to submit a grant application to the U.S. Department of Homeland Security for the FY 2025 Transit Security Grant Program. The amount being sought is \$14,353,708.91. There is no City match requirement. The total project cost is \$14,353,708.91.) (REFERRED TO THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 07/22/24)**

**6.30 Submitting reso. autho.**

Request to Accept and Appropriate the FY 2024 Crime Victim Sustainability Fund Grant. **(The Michigan Department of Health and Human Services has awarded the City of Detroit Police Department with the FY 2024 Crime Victim Sustainability Fund Grant for a total of \$180,812.00. There is no match requirement. The total project cost is \$180,812.00.) (REFERRED TO THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 07/22/24)**

**6.31 Submitting reso. autho.**

Request to Accept and Appropriate the FY 2024 Community-Wide Assessment Grant. **(The U.S. Environmental Protection Agency has awarded the City of Detroit Buildings, Safety Engineering, and Environmental Department with the FY 2024 Community-Wide Assessment Grant for a total of \$500,000.00. There is no match requirement. The total project cost is \$500,000.00.) (REFERRED TO THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 07/22/24)**

**6.32 Submitting reso. autho.**

Authorization to submit a grant application to the Michigan Department of Environment, Great Lakes , and Energy (EGLE), for the FY 2024 Michigan Brownfield Redevelopment Program Grant. **(The Buildings, Safety Engineering and Environmental Department is hereby requesting authorization from Detroit City Council to submit a grant application to the Michigan Department of Environment, Great Lakes, and Energy (EGLE) for the FY 2024 Michigan Brownfield Redevelopment Program Grant. The amount being sought is \$1,000,000.00. There is no City match requirement. The total project cost is \$1,000,000.00.) (REFERRED TO THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 07/22/24)**

**6.33 Submitting reso. autho.**

Request to Accept and Appropriate the FY 2023 Project Safe Neighborhoods (PSN) Grant. **(The Black Family Development, Inc. (BFDI) has awarded the City of Detroit Police Department with the FY 2023 Project Safe Neighborhoods (PSN) Grant for a total of \$151,199.00. There is no match requirement. This grant is a sub-award from the U.S.**

Department of Justice. The total project cost is \$151,199.00.) (REFERRED TO THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 07/22/24)

#### DETROIT POLICE DEPARTMENT

6.34 Submitting reso. autho.

Fifth Amendment to Interagency Agreement between the City of Detroit / Detroit Police Department and the Michigan Department of Corrections for the Detroit Detention Center. (The Detroit Police Department (DPD) is requesting approval of the proposed *Fifth Amendment to Interagency Agreement between the City of Detroit I Detroit Police Department and the Michigan Department of Corrections for the Detroit Detention Center*. This amendment and the original contract provide for the pre arraignment detention of individuals arrested by the Detroit Police Department by MDOC, a process that was implemented in 2013 so that police precincts would no longer serve as detention facilities.) (REFERRED TO THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 07/22/24)

#### LEGISLATIVE POLICY DIVISION

6.35 Submitting report relative to

Financial Impact Report on Childcare Vouchers for City of Detroit Employees. (Councilmember Whitfield-Calloway is requesting that the Legislative Policy Division (LPD), provide the Council a comprehensive financial impact report on a prospective pilot program designed to provide childcare vouchers for eligible City of Detroit employees.) (REFERRED TO THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 07/22/24)

6.36 Submitting reso. autho.

In Support of Governor Gretchen Whitmer's Executive Order 2024-4 Establishing the Gun Violence Prevention Task Force. (REFERRED TO THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 07/22/24)

6.37 Submitting reso. autho.

Resolution in Support of Michigan Senate Bills 818-827. (Council Member Angela Whitfield-Calloway requested that the Legislative Policy Division (LPD) draft a resolution in support of Michigan Senate Bills 818-827, which are meant to study the status of maternal and perinatal health in Michigan, to address racial and ethnic disparities in health care, and to improve patient care.) (REFERRED TO THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 07/22/24)

6.38 Submitting report relative to



Ordinance to regulate Fugitive Dust Emissions in Detroit. (Council Member Coleman A. Young, II that the Legislative Policy Division (LPD) provide a report that analyzes and examines aspects of the Fugitive Dust Emissions Ordinance in Detroit, passed at the Formal Session of Tuesday, May 21, 2024, (Item 20.1). This report addresses several questions posed by Council Member Young II concerning the definitions, enforcement, and implications of the ordinance.) (REFERRED TO THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 07/22/24)

**6.39 Submitting reso. autho.**

To allow for separate votes on three solar farm proposals. (Council Member Angela Whitfield-Calloway requested that the Legislative Policy Division (LPD) draft a resolution requesting for the Administration to provide resolutions which would allow City Council to vote separately for each of the 3 individual solar farm projects included in Phase I of the Neighborhood Solar Initiative.) (REFERRED TO THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 07/22/24)

**6.40 Submitting reso. autho.**

Resolution in Support of HB 4707. (Council President Pro Tem James Tate requested that the Legislative Policy Division (LPD) draft a resolution in support of HB 4707.) (REFERRED TO THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 07/22/24)

**6.41 Submitting report relative to**

Transit-oriented and Mobility Management Policy in Detroit. (The Legislative Policy Division (LPD) has been requested by Council Member Coleman A. Young, II to provide a report that analyzes and examines transit oriented and mobility management policy in the City of Detroit. This report addresses several questions posed by Council Member Young II regarding Transit-Orientated Development (TOD) and Mobility Management policy and its impact on Detroit's economy.) (REFERRED TO THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 07/22/24)

**6.42 Submitting report relative to**

Report on the current Percentage of Unbanked Detroiters. (Council Member Coleman Young requested that the Legislative Policy Division (LPD) draft a report on the current percentage of unbanked Detroiters.) (REFERRED TO THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 07/22/24)

**DEPARTMENT OF PUBLIC WORKS/CITY ENGINEERING DIVISION**

**6.43 Submitting reso. autho.**

Petition of DTE Electric Company (x2024-215) request for vacation, with conversion to utility easement part of the dedicated east-west opening of Milford Avenue (Dedication

3/18/1913 JCC PG. 312-313) within the parcel commonly known as 6200 W. Warren Ave. bounded by Tireman St., Livernois Avenue, W. Warren Avenue, and the P.M.C.O. Railroad. **(All other involved City Departments, and privately owned utility companies have reported no objections. Provisions protecting utility installations are part of the attached resolution.) (REFERRED TO THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 07/22/24)**

**6.44 Submitting reso. autho.**

Petition of Ava Property Management LLC (~~x~~2024-216) request to vacate with a reserve of a utility easement the east-west and north-south alleys bounded by Plymouth Rd. Freeland St. and adjacent to the parcels commonly known as 14115 Plymouth Road and 11350 Freeland St. **(All other involved City Departments, and privately owned utility companies have reported no objections. Provisions protecting utility installations are part of the attached resolution.) (REFERRED TO THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 07/22/24)**

**MISCELLANEOUS**

**6.45 Council Member Scott Benson**

Submitting memorandum relative to Request for data on crime in vacant buildings for calendar years 2022-2023. **(REFERRED TO THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 07/22/24)**

**6.46 Council Member Latisha Johnson**

Submitting memorandum relative to Solar Initiative Memo. **(REFERRED TO THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 07/22/24)**

**6.47 Council Member Gabriela Santiago-Romero**

Submitting Resolution In Support of Implementation of The Ground Emergency Medical Transportation Program in Michigan. **(REFERRED TO THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 07/22/24)**

**6.48 Council President Mary Sheffield**

Submitting memorandum relative to Request Regarding Neighborhood Solar Initiative Questions. **(REFERRED TO THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 07/22/24)**

**6.49 Council President Mary Sheffield**

Submitting memorandum requesting reports from the Detroit Police Department (DPD) in Response to Mass Shooting. **(REFERRED TO THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 07/22/24)**

**6.50 Council President Pro Tem James Tate**

Submitting memorandum relative to Detroit Police Department's American Rescue Plan Act (ARPA) Funded Programs and Projects – Funding Plan. **(REFERRED TO THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 07/22/24)**

**6.51 Council President Pro Tem James Tate**

Submitting memorandum relative to Detroit Water and Sewerage Department's American Rescue Plan Act (ARPA) Funded Programs and Projects – Funding Plan. **(REFERRED TO THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 07/22/24)**

**7. MEMBER REPORTS**



## CITY OF DETROIT

SCOTT BENSON

COUNCIL MEMBER

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# 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.

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### SUMMARY:

Click or tap here to enter text.

### DEPARTMENTAL CONTACT:

**Name:** Kerwin Wimberley, Teri Bright

**Position:** Senior Policy Analyst, Policy Analyst



## MEMORANDUM

**TO:** James White, Chief of Police  
**FROM:** Hon. Scott Benson, City Council District 3

**CC:** Hon. Gabriela Santiago Romero, Chair, Public Health and Safety  
Standing Committee  
Hon. Janice Winfrey, City Clerk  
Malik Washington, Mayor's Liaison

**VIA:** Hon. Mary Sheffield, President, City Council  
**DATE:** 24 June 2024

**RE:** REQUEST FOR REPORT ON POLICE CHASES  
TERMINATING IN DETROIT FROM OTHER  
MUNICIPALITIES

In light of recent concerns about the safety and implications of police chases that originate in other municipalities and terminate within Detroit, I am requesting a detailed report from the Detroit Police Department (DPD) on this issue. Specifically, I would like the report to cover the following:

1. **Number of Police Chases:** The total number of police chases that began in other municipalities and ended in Detroit for the years 2022 and 2023.
2. **Incidents Resulting in Injury or Death:** Out of the total chases, the number of incidents that resulted in injury or death.
3. **Policy Change Recommendations:** Suggestions on policy changes that could be implemented to reduce the number of police chases entering Detroit from outside agencies.

Understanding these statistics and identifying potential policy adjustments are critical steps toward enhancing public safety and managing the risks associated with police pursuits. Your prompt attention to this request and thorough analysis will be greatly appreciated.

Please provide this report by mid-July 2024. If you have any questions, do not hesitate to contact my office at 313-224-1198.

SRB



## 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

## CITY COUNCIL

**JAMES E. TATE JR.**  
CITY COUNCIL PRESIDENT PRO-TEMPORE  
DISTRICT 1

### MEMORANDUM

TO: James E. White, Chief of Police, Detroit Police Department  
THRU: Public Health and Safety Standing Committee  
FROM: Council President Pro Tempore James E. Tate Jr.  
DATE: Friday, June 28, 2024  
RE: Data Regarding the Ordinance Prohibiting Direct Fueling of Unregistered ATVs at Gas Stations

---

The original ordinance prohibiting direct fueling of unregistered ATVs at Gas Stations passed at Formal Session on Tuesday, June 6, 2023. Prior to the upcoming public hearing on the ordinance's amendments, please answer the following questions.

1. Since the original ordinance's approval, how many citations have been issued to owners, operators, or employees of a gas station in the City of Detroit? Please provide a breakdown by district.
2. How many gas stations in Detroit have signs with the wording "fueling of an unregistered ATV or ORV is prohibited"?
3. What is the penalty to a gas station owners, operators, or employees if they are found to supply fuel to OVRs or ATVs?
4. How long was the pilot ordinance in effect and when did the ordinance sunset?

Please contact my Policy Analyst, Jai Singletary, at [jai.singletary@detroitmi.gov](mailto:jai.singletary@detroitmi.gov) if there are any questions.

Thank you,

Coleman A. Young Municipal Center 2 Woodward Ave., Suite 1340 Detroit, Michigan 48226  
(313) 224-1027 Fax (313) 224-0372  
[CouncilMemberTate@detroitmi.gov](mailto:CouncilMemberTate@detroitmi.gov)

CC:

Mr. Malik Washington, Mayor's Office

Ms. Raquel Newell, Mayor's Office





## CITY OF DETROIT

MARY SHEFFIELD

COUNCIL PRESIDENT

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# MEMORANDUM

**To:** G. Michael Staley, Director, Detroit Department of Transportation

**Through:** Gabriela Santiago-Romero, Chair, Public Health and Safety Standing Committee

**From:** Council President Mary Sheffield submitting memorandum relative to

**Date:** 6/14/2024

**RE:** Request for Report on Child Safety Seating on Buses

---

### SUMMARY:

My office has recently heard from residents urging City Council to ensure the safety of children on Detroit Department of Transportation (DDOT) buses by implementing comprehensive child safety seating measures across the entire fleet. Given the importance of safeguarding our young residents, improving these measures is essential.

I am requesting that the DDOT produce a report on any current child safety seating measures that are in place, as well as how child safety seating can be implemented throughout all DDOT buses. If this is not feasible, please explore alternative ideas for how the City can enhance child safety on our public transportation.

Please contact Yvonne Ragland from my office at [yvonne.ragland@detroitmi.gov](mailto:yvonne.ragland@detroitmi.gov) if you have any questions.

### DEPARTMENTAL CONTACT:

**Name:** Yvonne Ragland

**Position:** Junior Policy Analyst



## City of Detroit

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CITY COUNCIL

---

**MARY SHEFFIELD**  
CITY COUNCIL PRESIDENT  
DISTRICT 5

# MEMORANDUM

**TO:** G. Michael Staley, Director, Detroit Department of Transportation  
**FROM:** Mary Sheffield, President, Detroit City Council  
**DATE:** July 8, 2024  
**RE:** Request for Report on Child Safety Seating on Buses

---

My office has recently heard from residents urging City Council to ensure the safety of children on Detroit Department of Transportation (DDOT) buses by implementing comprehensive child safety seating measures across the entire fleet. Given the importance of safeguarding our young residents, improving these measures is essential.

I am requesting that the DDOT produce a report on any current child safety seating measures that are in place, as well as how child safety seating can be implemented throughout all DDOT buses. If this is not feasible, please explore alternative ideas for how the City can enhance child safety on our public transportation.

Please contact Yvonne Ragland from my office at [yvonne.ragland@detroitmi.gov](mailto:yvonne.ragland@detroitmi.gov) if you have any questions.

Cc: Honorable Colleagues  
City Clerk



## Detroit Department of Transportation

100 Mack Avenue • Detroit, MI 48201 • 313.933.1300 • [Detroitmi.gov/DDOT](http://Detroitmi.gov/DDOT)

**TO:** Council President, Mary Sheffield, District 5, City of Detroit

**FROM:** G. Michael Staley, Interim Executive Director of Transit  
City of Detroit, Detroit Department of Transportation

DS  
GMS

**DATE:** July 11, 2024

**RE:** Response re: Child Safety Seating on DDOT Buses

Dear Council President Sheffield,

In response to your memo dated June 18, 2024, regarding child safety seating on buses, the Detroit Department of Transportation (DDOT) offers the following response:

The current policy for child seating, as outlined in the DDOT General Rules and Instructions for TEO's, does not require children 8 years of age or less than 4 feet 9 inches be seated with a parent/guardian/other. Our current policy only indicates that the aforementioned demographic may ride free of charge if accompanied by a full-fare paying adult.

DDOT follows the industry practice where passengers who board the bus with strollers or car seats typically remove the child from the stroller or seat and stow the stroller or seat so that the aisles are not obstructed. The child is held in the arms or with assistance by their parent/guardian/other who also boarded the bus.

Generally, car seats require the complementary use of anchor points and seat belts to be used safely. Our coaches are not equipped with either, rendering the use of car seats aboard our fleet as less safe than if the child were removed and secured in the arms of the parent/guardian/other. Permitting the use of car seats without restraints would subject the organization to unnecessary liability.

Thank you for your inquiry into this matter. If DDOT can provide additional information, please contact my office.

Thank you,

DocuSigned by:  
G. Michael Staley  
9DD1680CB7214D0...

Michael Staley  
Interim Executive Director of Transit  
City of Detroit

cc: Todd Bettison, Deputy Mayor, City of Detroit  
Malik Washington, City Council Liaison, Mayor's Office



City of Detroit

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CITY COUNCIL

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**MARY SHEFFIELD**  
CITY COUNCIL PRESIDENT  
DISTRICT 5

## MEMORANDUM

**TO:** Ron Brundidge, Director, Department of Public Works  
**FROM:** Mary Sheffield, President, Detroit City Council  
**DATE:** July 8, 2024  
**RE:** Stop Sign Request on E. Vernor

---

My office has received citizens' concerns regarding speeding on E. Vernor between Townsend Street and Van Dyke. This area is adjacent to Marcus Garvey Academy and the Butzel Family Center and park, and is considered an official school crossing route.

Please conduct a traffic study of E. Vernor Highway, between E. Grand Boulevard and Van Dyke, and if necessary install a stop sign at the corner of E. Vernor and Townsend Street. Please contact Ari Ruttenberg from my office at [ruttenberga@detroitmi.gov](mailto:ruttenberga@detroitmi.gov) if you have any questions.

Cc: Honorable Colleagues  
City Clerk



## MEMORANDUM

**TO:** Conrad Mallett, Chief, Corporation Counsel  
**FROM:** Hon. Scott Benson, City Council District 3

**CC:** Hon. Gabriela Santiago Romero, Chair, Public Health, and Safety  
Standing Committee  
David Bell, Director, Buildings, Safety Engineering and  
Environmental Department (BSEED)  
Hon. Janice Winfrey, City Clerk  
Malik Washington, Mayor's Liaison

**VIA:** Hon. Council President Mary Sheffield  
**DATE:** 29 April 2024

**RE:** SIGN ORDINANCE UPDATE

Please send all sign ordinance requests through my office for approval prior to inserting them into any proposed sign ordinance update. I am looking forward the conversation with City Council about proposed updates to the ordinance.

In addition to the proposed updates, please prepare an opinion on the ability of the City of Detroit to demand payment by scofflaw landlords into the "Art Fund" that have illegally erected super-sized signs in the downtown footprint. If anyone erects a super-sized sign and does not go through the established process, they are taking money out of the "Art Fund" and removing art from our neighborhoods.

Your immediate attention and actions are crucial. Our community looks for us to resolve in these matters, and we must respond with an unwavering commitment to improve their quality of life and protect their living environment.

If you have any questions, do not hesitate to contact my office at 313-224-1198.

SRB



## CITY OF DETROIT

Choose an item.

Choose an item.

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## 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  
Coleman A. Young II  
Councilman At Large #1**

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# MEMO

**TO:** David Whitaker, Director, Legislative Policy Division

**THRU:** Mary Sheffield, President, Detroit City Council

**FROM:** THE HONORABLE COLEMAN A. YOUNG II, COUNCIL MEMBER AT LARGE #1

**CC:** President Pro Tem James Tate, District #1  
Council Member Mary Waters, Member At Large  
Council Member Angela Whitfield Calloway, District #2  
Council Member Scott Benson, District #3  
Council Member Latisha Johnson, District #4  
Council Member Gabriella Santiago-Romero, District #6  
Council Member Fred Durhal III, District #7

**DATE:** May 3, 2024

**RE:** Request for a report on Transit-Oriented Development Policy

---

Mr. Whitaker:

Many cities throughout the world are implementing Transit-Oriented Development (TOD) policies which seeks to reduce negative impacts of long commutes, enables active mobility, and fosters environments that improve mental, emotional, and physical well-being of citizens. The implementation of TOD policies in the city of Detroit could reduce automobile dependency, increase public transit usage, and create economic hubs.

Please provide a report on how the implementation of a TOD policy in Detroit could act as an economic engine and improve the lives of Detroiters.

Thank you.



## CITY OF DETROIT

Choose an item.

Choose an item.

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## 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.

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### 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

## CITY COUNCIL

**JAMES E. TATE JR.**  
CITY COUNCIL PRESIDENT PRO-TEMPORE  
DISTRICT 1

### MEMORANDUM

TO: David Bell, Director, Buildings, Safety Engineering, and Environmental Department

THRU: Public Health and Safety Standing Committee

FROM: Council President Pro Tempore James E. Tate Jr.

DATE: Thursday, May 30, 2024

RE: BSEED Inspection Questions for 21551 Fenkell Avenue

---

A District 1 business owner approached my office in early May, waiting for a response from the Buildings, Safety Engineering, and Environmental Department (BSEED) for his property at 21551 Fenkell Avenue. Mr. Lytwyn, the business owner, provided documents with various invoices charged by BSEED, despite claiming that he never received notices. Mr. Lytwyn is eager bring his building into compliance, but is unable to with the outstanding invoices.

Please respond to the following questions:

1. If Mr. Lytwyn can have the invoices expunged. If not, please share why.
2. Were notices provided to Mr. Lytwyn? If so, please share the dates notices were sent.
3. If the invoices can be expunged, how soon this can this occur?
4. How soon can an inspection occur for the building to receive a Certificate of Compliance.

Thank you,

CC: Honorable Colleagues

Coleman A. Young Municipal Center 2 Woodward Ave., Suite 1340 Detroit, Michigan 48226  
(313) 224-1027 Fax (313) 224-0372  
CouncilMemberTate@detroitmi.gov

Ms. Louise Jones, Clerk's Office  
Mr. Malik Washington, Mayor's Office  
Ms. Raquel Newell, Mayor's Office



**BUILDINGS, SAFETY ENGINEERING  
AND ENVIRONMENTAL DEPARTMENT**

Coleman A. Young Municipal Center  
2 Woodward Avenue, Fourth Floor  
Detroit, Michigan 48226

Phone 313•224•2733 TTY:711  
Fax 313•224•1467  
www.detroitmi.gov/BSEED

# MEMORANDUM

**TO:** James E. Tate Jr.,  
City Council President Pro-Tempore

**THRU:** Public Health and Safety Standing  
Committee

**FROM:** Arthur Rushin, Chief Enforcement Officer, PMB Division - AR  
Building, Safety Engineering and Environmental Department

**DATE:** June 12, 2024

**RE:** BSEED Inspection Questions for 21551 Fenkell

A District 1 business owner approached my office in early May, waiting for a response from the Buildings, Safety Engineering, and Environmental Department (BSEED) for his property at 21551 Fenkell Avenue. Mr. Lytwyn, the business owner, provided documents with various invoices charged by BSEED, despite claiming that he never received notices. Mr. Lytwyn is eager to bring his building into compliance but is unable to with the outstanding invoices.

**Response:**

1. **If Mr. Lytwyn can have the invoices expunged. If not, please share why.**

We don't remove inspection fees once an inspection is performed on a building. We will make adjustment to a fee if an error is made on the type of inspection, or an additional fee is assessed by mistake.

The outstanding balance is \$610.00

2. **Were notices provided to Mr. Lytwyn? If so, please share the dates notices were sent.**

The following notices/invoices were mailed to the last address of record.

Certificate of compliance – 3/26/2019  
Correction order – 11/23/2021  
Invoiced – 11/23/2021  
Correction order – 8/19/2022



Correction order – 9/7/2022  
Tickets – 9/8/2022  
Tickets – 10/4/2022  
Invoiced – 10/18/22  
Correction order – 8/4/2023  
Invoiced – 8/4/2023

**3. If the invoices can be expunged, how soon can this occur?**

After a review of our files, the invoice for the owner was adjusted and an invoice will be mailed before the end of the week.

**4. How soon can an inspection occur for the building to receive a Certificate of Compliance?**

The owner can submit a request for an inspection Monday-Friday from 8:00 am to 4:30 pm. By calling (313) 628-2451, option 1, for Property Maintenance to schedule an inspection or email [pm@detroitmi.gov](mailto:pm@detroitmi.gov) an inspection will take place within 72 hours.

AR:ke

CC: Honorable City Council  
David Bell, Director, BSEED  
David Whitaker, Director Legislative Policy Division  
Louise Jones, City Clerk's Office  
Malik Washington, City Council Liaison



# City of Detroit

## CITY COUNCIL

**JAMES E. TATE JR.**  
CITY COUNCIL PRESIDENT PRO-TEMPORE  
DISTRICT 1

### MEMORANDUM

TO: David Bell, Director, Buildings, Safety Engineering, and Environmental Department

THRU: Public Health and Safety Standing Committee

FROM: Council President Pro Tempore James E. Tate Jr.

DATE: Thursday, May 30, 2024

RE: BSEED Inspection Questions for 21551 Fenkell Avenue

---

A District 1 business owner approached my office in early May, waiting for a response from the Buildings, Safety Engineering, and Environmental Department (BSEED) for his property at 21551 Fenkell Avenue. Mr. Lytwyn, the business owner, provided documents with various invoices charged by BSEED, despite claiming that he never received notices. Mr. Lytwyn is eager bring his building into compliance, but is unable to with the outstanding invoices.

Please respond to the following questions:

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4. How soon can an inspection occur for the building to receive a Certificate of Compliance.

Thank you,

CC: Honorable Colleagues

Coleman A. Young Municipal Center 2 Woodward Ave., Suite 1340 Detroit, Michigan 48226  
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## DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement  
FILE NUMBER: OCFO-Office of Contracting &  
Procurement-3482

---

**RE:**

Submitting reso. autho. Contract No. 6006324

**SUMMARY:**

100% Bond Funding – To Provide Proposal N Trash Out Release I, Group I2/SA (24 Properties) – Contractor: Special Multi Services, Inc-SMS – Location: 7140 W. Fort Street, Detroit, MI 48209 – Contract Period: Upon City Council Approval for a Period of One (1) Year - Total Contract Amount: \$80,850.00. **Construction and Demolition**  
**Waiver of Reconsideration Requested**

**RECOMMENDATION:**

100% Bond Funding – To Provide Proposal N Trash Out Release I, Group I2/SA (24 Properties) – Contractor: Special Multi Services, Inc-SMS – Location: 7140 W. Fort Street, Detroit, MI 48209 – Contract Period: Upon City Council Approval for a Period of One (1) Year - Total Contract Amount: \$80,850.00. **Construction and Demolition**  
**Waiver of Reconsideration Requested**

**BY** Choose an item.

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

**RESOLVED:** that **Contract No. 6006324** referred to in the foregoing communication dated July 10, 2024 be hereby and is approved.

**DEPARTMENTAL CONTACT:**

Name: Marcy Wilson  
Position: Procurement Assistant



## DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement  
FILE NUMBER: OCFO-Office of Contracting &  
Procurement-3493

---

**RE:**

Submitting reso. autho. Contract No. 6006407

**SUMMARY:**

100% City Funding – To Provide Fire Suppression and Protection Services. – Contractor: Johnson Controls Fire Protection, LP – Location: 24755 Halsted, Farmington Hills, MI 48335 – Contract Period: Upon City Council Approval for a Period of Three (3) Years – Total Contract Amount: \$1,759,000.00.

**Construction and Demolition**

**Waiver of Reconsideration Requested**

**RECOMMENDATION:**

100% City Funding – To Provide Fire Suppression and Protection Services. – Contractor: Johnson Controls Fire Protection, LP – Location: 24755 Halsted, Farmington Hills, MI 48335 – Contract Period: Upon City Council Approval for a Period of Three (3) Years – Total Contract Amount: \$1,759,000.00.

**Construction and Demolition**

**Waiver of Reconsideration Requested**

**BY** Choose an item.

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

**RESOLVED:** that **Contract No. 6005222-A1** referred to in the foregoing communication dated July 10, 2024 be hereby and is approved.

**DEPARTMENTAL CONTACT:**

Name: Marcy Wilson  
Position: Procurement Assistant





## DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement  
FILE NUMBER: OCFO-Office of Contracting &  
Procurement-3490

---

**RE:**

Submitting reso. autho. Contract No. 6006412

**SUMMARY:**

100% City Funding – To Provide Elevator Maintenance and Repair Service. – Contractor: Otis Elevator Company – Location: 25365 Interchange Court, Farmington Hills, MI 48335 – Contract Period: Upon City Council Approval for a Period of Three (3) Years – Total Contract Amount: \$1,415,469.92.

**Construction and Demolition**

**Waiver of Reconsideration Requested**

**RECOMMENDATION:**

100% City Funding – To Provide Elevator Maintenance and Repair Service. – Contractor: Otis Elevator Company – Location: 25365 Interchange Court, Farmington Hills, MI 48335 – Contract Period: Upon City Council Approval for a Period of Three (3) Years – Total Contract Amount: \$1,415,469.92.

**Construction and Demolition**

**Waiver of Reconsideration Requested**

**BY** Choose an item.

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

**RESOLVED:** that **Contract No. 6006412** referred to in the foregoing communication dated July 10, 2024 be hereby and is approved.

**DEPARTMENTAL CONTACT:**

Name: Marcy Wilson  
Position: Procurement Assistant



## DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement  
FILE NUMBER: OCFO-Office of Contracting &  
Procurement-3519

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**RE:**

Submitting reso. autho. Contract No. 6006200

**SUMMARY:**

100% ARPA Funding – To Provide Abatement and Alteration of Commercial Structures Group 241. – Contractor: Salenbien Trucking and Excavating, Inc. – Location: 985 East Jefferson Avenue, Suite 300, Detroit, MI 48207 – Contract Period: Upon City Council Approval through June 30, 2025 – Total Contract Amount: \$2,915,451.47. **Construction and Demolition Waiver of Reconsideration Requested**

**RECOMMENDATION:**

100% ARPA Funding – To Provide Abatement and Alteration of Commercial Structures Group 241. – Contractor: Salenbien Trucking and Excavating, Inc. – Location: 985 East Jefferson Avenue, Suite 300, Detroit, MI 48207 – Contract Period: Upon City Council Approval through June 30, 2025 – Total Contract Amount: \$2,915,451.47. **Construction and Demolition Waiver of Reconsideration Requested**

**BY** Choose an item.

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

**RESOLVED:** that **Contract No. 6006200** referred to in the foregoing communication dated July 12, 2024 be hereby and is approved.

**DEPARTMENTAL CONTACT:**

Name: Marcy Wilson  
Position: Procurement Assistant



## DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement  
FILE NUMBER: OCFO-Office of Contracting &  
Procurement-3517

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**RE:**

Submitting reso. autho. Contract No. 6006204

**SUMMARY:**

45% ARPA & 55% Blight Funding – To Provide Abatement and Alteration of Commercial Structures for Group 247. – Contractor: Homrich Wrecking, Inc dba Homrich – Location: 3033 Bourke Street, Detroit MI 48238 – Contract Period: Upon City Council Approval through June 30, 2025 – Total Contract Amount: \$2,262,865.00. **Construction and Demolition**  
**Waiver of Reconsideration Requested**

**RECOMMENDATION:**

45% ARPA & 55% Blight Funding – To Provide Abatement and Alteration of Commercial Structures for Group 247. – Contractor: Homrich Wrecking, Inc dba Homrich – Location: 3033 Bourke Street, Detroit MI 48238 – Contract Period: Upon City Council Approval through June 30, 2025 – Total Contract Amount: \$2,262,865.00. **Construction and Demolition**  
**Waiver of Reconsideration Requested**

**BY** Choose an item.

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

**RESOLVED:** that **Contract No. 6006204** referred to in the foregoing communication dated July 12, 2024 be hereby and is approved.

**DEPARTMENTAL CONTACT:**

Name: Marcy Wilson  
Position: Procurement Assistant



## DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement  
FILE NUMBER: OCFO-Office of Contracting &  
Procurement-3518

---

**RE:**

Submitting reso. autho. Contract No. 6006212

**SUMMARY:**

33% ARPA & 67% Blight Funding – To Provide Abatement and Alteration of Commercial Structures Group 248. – Contractor: Adamo Demolition Company – Location: 320 East Seven Mile Road, Detroit, MI 48203 – Contract Period: Upon City Council Approval through June 30, 2025 – Total Contract Amount: \$3,579,175.60. **Construction and Demolition**  
**Waiver of Reconsideration Requested**

**RECOMMENDATION:**

33% ARPA & 67% Blight Funding – To Provide Abatement and Alteration of Commercial Structures Group 248. – Contractor: Adamo Demolition Company – Location: 320 East Seven Mile Road, Detroit, MI 48203 – Contract Period: Upon City Council Approval through June 30, 2025 – Total Contract Amount: \$3,579,175.60. **Construction and Demolition**  
**Waiver of Reconsideration Requested**

**BY** Choose an item.

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

**RESOLVED:** that **Contract No. 6006212** referred to in the foregoing communication dated July 12, 2024 be hereby and is approved.

**DEPARTMENTAL CONTACT:**

Name: Marcy Wilson  
Position: Procurement Assistant



## DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement  
FILE NUMBER: OCFO-Office of Contracting &  
Procurement-3499

---

**RE:**

Submitting reso. autho. Contract No. 6006332

**SUMMARY:**

100% Bond Funding – To Provide Proposal N Trash Out Services Release I, Group I10 (24 Properties). – Contractor: Emerging Industries Training Institute – Location: 5555 Conner, Suite 1646, Detroit, MI 48213 – Contract Period: Upon City Council Approval for a Period of One (1) Year – Total Contract Amount: \$110,985.00. **Construction and Demolition**  
**Waiver of Reconsideration Requested**

**RECOMMENDATION:**

100% Bond Funding – To Provide Proposal N Trash Out Services Release I, Group I10 (24 Properties). – Contractor: Emerging Industries Training Institute – Location: 5555 Conner, Suite 1646, Detroit, MI 48213 – Contract Period: Upon City Council Approval for a Period of One (1) Year – Total Contract Amount: \$110,985.00. **Construction and Demolition**  
**Waiver of Reconsideration Requested**

**BY** Choose an item.

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

**RESOLVED:** that **Contract No. 6006332** referred to in the foregoing communication dated July 12, 2024 be hereby and is approved.

**DEPARTMENTAL CONTACT:**

Name: Marcy Wilson  
Position: Procurement Assistant



## DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement  
FILE NUMBER: OCFO-Office of Contracting &  
Procurement-3503

---

**RE:**

Submitting reso. autho. Contract No. 6006420

**SUMMARY:**

100% Bond Funding – To Provide Proposal N Trash Out Services Release I, Group I11 (24 Properties). – Contractor: GNIC, Inc. – Location: 46696 McBride Avenue, Belleville, MI 48111 – Contract Period: Upon City Council Approval for a Period of One (1) Year – Total Contract Amount: \$102,313.05.

**Construction and Demolition**

**Waiver of Reconsideration Requested**

**RECOMMENDATION:**

100% Bond Funding – To Provide Proposal N Trash Out Services Release I, Group I11 (24 Properties). – Contractor: GNIC, Inc. – Location: 46696 McBride Avenue, Belleville, MI 48111 – Contract Period: Upon City Council Approval for a Period of One (1) Year – Total Contract Amount: \$102,313.05.

**Construction and Demolition**

**Waiver of Reconsideration Requested**

**BY** Choose an item.

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

**RESOLVED:** that **Contract No. 6006420** referred to in the foregoing communication dated July 12, 2024 be hereby and is approved.

**DEPARTMENTAL CONTACT:**

Name: Marcy Wilson  
Position: Procurement Assistant



## DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement  
FILE NUMBER: OCFO-Office of Contracting &  
Procurement-3501

---

**RE:**

Submitting reso. autho. Contract No. 6006421

**SUMMARY:**

100% Bond Funding – To Provide Proposal N Trash Out Services Release I, Group I12 (24 Properties). – Contractor: GNIC, Inc – Location: 46696 McBride Avenue, Belleville, MI 48111 – Contract Period: Upon City Council Approval for a Period of One (1) Year – Total Contract Amount: \$99,120.00.

**Construction and Demolition**

**Waiver of Reconsideration Requested**

**RECOMMENDATION:**

100% Bond Funding – To Provide Proposal N Trash Out Services Release I, Group I12 (24 Properties). – Contractor: GNIC, Inc – Location: 46696 McBride Avenue, Belleville, MI 48111 – Contract Period: Upon City Council Approval for a Period of One (1) Year – Total Contract Amount: \$99,120.00.

**Construction and Demolition**

**Waiver of Reconsideration Requested**

**BY** Choose an item.

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

**RESOLVED:** that **Contract No. 6006421** referred to in the foregoing communication dated July 12, 2024 be hereby and is approved.

**DEPARTMENTAL CONTACT:**

Name: Marcy Wilson  
Position: Procurement Assistant



## DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement  
FILE NUMBER: OCFO-Office of Contracting &  
Procurement-3500

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**RE:**

Submitting reso. autho. Contract No. 6006422

**SUMMARY:**

100% Bond Funding – To Provide Proposal N Trash Out Services Release I, Group I13 (24 Properties). – Contractor: Bing Youth Institute, Inc. – Location: 151 West Jefferson, Detroit, MI 48226 – Contract Period: Upon City Council Approval for a Period of One (1) Year – Total Contract Amount: \$84,957.60.

**Construction and Demolition**

**Waiver of Reconsideration Requested**

**RECOMMENDATION:**

100% Bond Funding – To Provide Proposal N Trash Out Services Release I, Group I13 (24 Properties). – Contractor: Bing Youth Institute, Inc. – Location: 151 West Jefferson, Detroit, MI 48226 – Contract Period: Upon City Council Approval for a Period of One (1) Year – Total Contract Amount: \$84,957.60.

**Construction and Demolition**

**Waiver of Reconsideration Requested**

**BY** Choose an item.

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

**RESOLVED:** that **Contract No. 6006422** referred to in the foregoing communication dated July 12, 2024 be hereby and is approved.

**DEPARTMENTAL CONTACT:**

Name: Marcy Wilson  
Position: Procurement Assistant





## DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement  
FILE NUMBER: OCFO-Office of Contracting &  
Procurement-3497

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**RE:**

Submitting reso. autho. Contract No. 6006423

**SUMMARY:**

100% Bond Funding – To Provide Proposal N Trash Out Services Release I, Group I14 (24 Properties). – Contractor: Bing Youth Institute, Inc. – Location: 151 West Jefferson, Detroit, MI 48226 – Contract Period: Upon City Council Approval for a Period of One (1) Year – Total Contract Amount: \$85,947.75.

**Construction and Demolition**

**Waiver of Reconsideration Requested**

**RECOMMENDATION:**

100% Bond Funding – To Provide Proposal N Trash Out Services Release I, Group I14 (24 Properties). – Contractor: Bing Youth Institute, Inc. – Location: 151 West Jefferson, Detroit, MI 48226 – Contract Period: Upon City Council Approval for a Period of One (1) Year – Total Contract Amount: \$85,947.75.

**Construction and Demolition**

**Waiver of Reconsideration Requested**

**BY** Choose an item.

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

**RESOLVED:** that **Contract No. 6006423** referred to in the foregoing communication dated July 12, 2024 be hereby and is approved.

**DEPARTMENTAL CONTACT:**

Name: Marcy Wilson  
Position: Procurement Assistant



## DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement  
FILE NUMBER: OCFO-Office of Contracting &  
Procurement-3502

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**RE:**

Submitting reso. autho. Contract No. 6006424

**SUMMARY:**

100% Bond Funding – To Provide Proposal N Trash Out Services Release I, Group I15 (24 Properties). – Contractor: GNIC, Inc. – Location: 46696 McBride Avenue, Belleville, MI 48111 – Contract Period: Upon City Council Approval for a Period of One (1) Year – Total Contract Amount: \$102,480.00.

**Construction and Demolition**

**Waiver of Reconsideration Requested**

**RECOMMENDATION:**

100% Bond Funding – To Provide Proposal N Trash Out Services Release I, Group I15 (24 Properties). – Contractor: GNIC, Inc. – Location: 46696 McBride Avenue, Belleville, MI 48111 – Contract Period: Upon City Council Approval for a Period of One (1) Year – Total Contract Amount: \$102,480.00.

**Construction and Demolition**

**Waiver of Reconsideration Requested**

**BY** Choose an item.

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

**RESOLVED:** that **Contract No. 6006424** referred to in the foregoing communication dated July 12, 2024 be hereby and is approved.

**DEPARTMENTAL CONTACT:**

Name: Marcy Wilson  
Position: Procurement Assistant



## DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement  
FILE NUMBER: OCFO-Office of Contracting &  
Procurement-3498

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**RE:**

Submitting reso. autho. Contract No. 6006425

**SUMMARY:**

100% Bond Funding – To Provide Proposal N Trash Out Services Release I, Group I16 (24 Properties). – Contractor: P & P Group, Inc. – Location: 18976 Stansbury, Detroit, MI 48235 – Contract Period: Upon City Council Approval for a Period of One (1) Year – Total Contract Amount: \$129,465.00.

**Construction and Demolition**

**Waiver of Reconsideration Requested**

**RECOMMENDATION:**

100% Bond Funding – To Provide Proposal N Trash Out Services Release I, Group I16 (24 Properties). – Contractor: P & P Group, Inc. – Location: 18976 Stansbury, Detroit, MI 48235 – Contract Period: Upon City Council Approval for a Period of One (1) Year – Total Contract Amount: \$129,465.00.

**Construction and Demolition**

**Waiver of Reconsideration Requested**

**BY** Choose an item.

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

**RESOLVED:** that **Contract No. 6006425** referred to in the foregoing communication dated July 12, 2024 be hereby and is approved.

**DEPARTMENTAL CONTACT:**

Name: Marcy Wilson  
Position: Procurement Assistant



## DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement  
FILE NUMBER: OCFO-Office of Contracting &  
Procurement-3508

---

**RE:**

Submitting reso. autho. Contract No. 6006426

**SUMMARY:**

100% Bond Funding – To Provide a Proposal N Trash Out Release I, Group I17 (25 Properties). - Contractor: P & P Group Inc. – Location: 18976 Stansbury, Detroit, MI 48235- Contract Period: Upon City Council Approval for a Period of One (1) Year –Total Contract Amount \$135,345.00. **Construction and Demolition**  
**Waiver of Reconsideration Requested**

**RECOMMENDATION:**

100% Bond Funding – To Provide a Proposal N Trash Out Release I, Group I17 (25 Properties). - Contractor: P & P Group Inc. – Location: 18976 Stansbury, Detroit, MI 48235- Contract Period: Upon City Council Approval for a Period of One (1) Year –Total Contract Amount \$135,345.00. **Construction and Demolition**  
**Waiver of Reconsideration Requested**

**BY** Choose an item.

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

**RESOLVED:** that **Contract No. 6006426** referred to in the foregoing communication dated July 12, 2024 be hereby and is approved.

**DEPARTMENTAL CONTACT:**

Name: Marcy Wilson  
Position: Procurement Assistant



## DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement  
FILE NUMBER: OCFO-Office of Contracting &  
Procurement-3506

---

**RE:**

Submitting reso. autho. Contract No. 6006427

**SUMMARY:**

100% Bond Funding –To Provide a Proposal N Trash Out Release I, Group I18 (24 Properties).-  
Contractor: RT Contracting, Inc.. – Location: 6400 E. Seven Mile Road, Unit B, Detroit, MI 48234 -  
Contract Period: Upon City Council Approval for a Period of One (1) Year –Total Contract Amount  
\$111,825.00. **Construction and Demolition**  
**Waiver of Reconsideration Requested**

**RECOMMENDATION:**

100% Bond Funding –To Provide a Proposal N Trash Out Release I, Group I18 (24 Properties).-  
Contractor: RT Contracting, Inc.. – Location: 6400 E. Seven Mile Road, Unit B, Detroit, MI 48234 -  
Contract Period: Upon City Council Approval for a Period of One (1) Year –Total Contract Amount  
\$111,825.00. **Construction and Demolition**  
**Waiver of Reconsideration Requested**

**BY** Choose an item.

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

**RESOLVED:** that **Contract No. 6006427** referred to in the foregoing communication dated July 12, 2024 be hereby and is approved.

**DEPARTMENTAL CONTACT:**

Name: Marcy Wilson  
Position: Procurement Assistant



## DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement  
FILE NUMBER: OCFO-Office of Contracting &  
Procurement-3507

---

**RE:**

Submitting reso. autho. Contract No. 6006428

**SUMMARY:**

100% Bond Funding – To Provide a Proposal N Trash Out Release I, Group I19 (24 Properties). - Contractor: RT Contracting Inc. – Location: 6400 E. Seven Mile Road, Unit B, Detroit, MI 48234 - Contract Period: Upon City Council Approval for a Period of One (1) Year –Total Contract Amount \$110,775.00. **Construction and Demolition**  
**Waiver of Reconsideration Requested**

**RECOMMENDATION:**

100% Bond Funding – To Provide a Proposal N Trash Out Release I, Group I19 (24 Properties). - Contractor: RT Contracting Inc. – Location: 6400 E. Seven Mile Road, Unit B, Detroit, MI 48234 - Contract Period: Upon City Council Approval for a Period of One (1) Year –Total Contract Amount \$110,775.00. **Construction and Demolition**  
**Waiver of Reconsideration Requested**

**BY** Choose an item.

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

**RESOLVED:** that **Contract No. 6006428** referred to in the foregoing communication dated July 12, 2024 be hereby and is approved.

**DEPARTMENTAL CONTACT:**

Name: Marcy Wilson  
Position: Procurement Assistant



## DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement  
FILE NUMBER: OCFO-Office of Contracting &  
Procurement-3504

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**RE:**

Submitting reso. autho. Contract No. 6006430

**SUMMARY:**

100% Bond Funding – To Provide a Proposal N Trash Out Release I, Group I21 (24 Properties). - Contractor: P & P Group Inc. – Location: 18976 Stansbury, Detroit, MI 48235 - Contract Period: Upon City Council Approval for a Period of One (1) Year –Total Contract Amount \$129,675.00. **Construction and Demolition**  
**Waiver of Reconsideration Requested**

**RECOMMENDATION:**

100% Bond Funding – To Provide a Proposal N Trash Out Release I, Group I21 (24 Properties). - Contractor: P & P Group Inc. – Location: 18976 Stansbury, Detroit, MI 48235 - Contract Period: Upon City Council Approval for a Period of One (1) Year –Total Contract Amount \$129,675.00. **Construction and Demolition**  
**Waiver of Reconsideration Requested**

**BY** Choose an item.

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

**RESOLVED:** that **Contract No. 6006430** referred to in the foregoing communication dated July 12, 2024 be hereby and is approved.

**DEPARTMENTAL CONTACT:**

Name: Marcy Wilson  
Position: Procurement Assistant



## DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement  
FILE NUMBER: OCFO-Office of Contracting &  
Procurement-3505

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**RE:**

Submitting reso. autho. Contract No. 6006431

**SUMMARY:**

100% Bond Funding –To Provide a Proposal N Trash Out Release I, Group I22 (24 Properties).-  
Contractor: P & P Group Inc. – Location: 18976 Stansbury, Detroit, MI 48235 - Contract Period: Upon  
City Council Approval for a Period of One (1) Year –Total Contract Amount \$129,990.00. **Construction  
and Demolition  
Waiver of Reconsideration Requested**

**RECOMMENDATION:**

100% Bond Funding –To Provide a Proposal N Trash Out Release I, Group I22 (24 Properties).-  
Contractor: P & P Group Inc. – Location: 18976 Stansbury, Detroit, MI 48235 - Contract Period: Upon  
City Council Approval for a Period of One (1) Year –Total Contract Amount \$129,990.00. **Construction  
and Demolition  
Waiver of Reconsideration Requested**

**BY** Choose an item.

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

**RESOLVED:** that **Contract No. 6006431** referred to in the foregoing communication dated July 12,  
2024 be hereby and is approved.

**DEPARTMENTAL CONTACT:**

Name: Marcy Wilson  
Position: Procurement Assistant





## DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement  
FILE NUMBER: OCFO-Office of Contracting &  
Procurement-3509

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**RE:**

Submitting reso. autho. Contract No. 6006447

**SUMMARY:**

100% Grant Funding – To Provide Network Communications Services to Selected Locations for MODES Grant. – Contractor: Comcast Cable Communications Management, LLC – Location: 5700 Enterprise Court, Warren, MI 48092– Contract Period: Upon City Council Approval through July 14, 2026 – Total Contract Amount: \$100,000.00. **Construction and Demolition**  
**Waiver of Reconsideration Requested**

**RECOMMENDATION:**

100% Grant Funding – To Provide Network Communications Services to Selected Locations for MODES Grant. – Contractor: Comcast Cable Communications Management, LLC – Location: 5700 Enterprise Court, Warren, MI 48092– Contract Period: Upon City Council Approval through July 14, 2026 – Total Contract Amount: \$100,000.00. **Construction and Demolition**  
**Waiver of Reconsideration Requested**

**BY** Choose an item.

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

**RESOLVED:** that **Contract No. 6006447** referred to in the foregoing communication dated July 12, 2024 be hereby and is approved.

**DEPARTMENTAL CONTACT:**

Name: Marcy Wilson  
Position: Procurement Assistant



## DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement  
FILE NUMBER: OCFO-Office of Contracting &  
Procurement-3512

---

**RE:**

Submitting reso. autho. Contract No. 6006440

**SUMMARY:**

100% Grant Funding – To Lease Property at 5716 Michigan Avenue to the City of Detroit Health Department. – Contractor: 5716 Partners, LLC – Location: 5716 Michigan Avenue, Detroit, MI 48210 – Contract Period: Upon City Council Approval through June 30, 2029 – Total Contract Amount: \$187,500.00. **Health**  
**Waiver of Reconsideration Requested**

**RECOMMENDATION:**

100% Grant Funding – To Lease Property at 5716 Michigan Avenue to the City of Detroit Health Department. – Contractor: 5716 Partners, LLC – Location: 5716 Michigan Avenue, Detroit, MI 48210 – Contract Period: Upon City Council Approval through June 30, 2029 – Total Contract Amount: \$187,500.00. **Health**  
**Waiver of Reconsideration Requested**

**BY** Choose an item.

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

**RESOLVED:** that **Contract No. 6006440** referred to in the foregoing communication dated July 12, 2024 be hereby and is approved.

**DEPARTMENTAL CONTACT:**

Name: Marcy Wilson  
Position: Procurement Assistant



## DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement  
FILE NUMBER: OCFO-Office of Contracting &  
Procurement-3513

---

**RE:**

Submitting reso. autho. Contract No. 6006254

**SUMMARY:**

100% Grant Funding – To Provide Air Quality Monitoring Study for Impact on Local Community. – Contractor: Regents of the University of Michigan – Location: School of Public Health, Ann Arbor, MI 48109 – Contract Period: Upon City Council Approval through September 30, 2026 – Total Contract Amount: \$878,783.00. **Health**  
**Waiver of Reconsideration Requested**

**RECOMMENDATION:**

100% Grant Funding – To Provide Air Quality Monitoring Study for Impact on Local Community. – Contractor: Regents of the University of Michigan – Location: School of Public Health, Ann Arbor, MI 48109 – Contract Period: Upon City Council Approval through September 30, 2026 – Total Contract Amount: \$878,783.00. **Health**  
**Waiver of Reconsideration Requested**

**BY** Choose an item.

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

**RESOLVED:** that **Contract No. 6006254** referred to in the foregoing communication dated July 12, 2024 be hereby and is approved.

**DEPARTMENTAL CONTACT:**

Name: Marcy Wilson  
Position: Procurement Assistant



## DEPARTMENTAL SUBMISSION

DEPARTMENT: 14  
FILE NUMBER: OCFO-Office of Contracting &  
Procurement-3484

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**RE:**

Submitting reso. autho. Contract No. 6006450

**SUMMARY:**

100% ARPA Funding – To Provide Upfitting Requirements for Ten (10) Pursuit Rated Hybrid Ford Explorers. – Contractor: Canfield Equipment Services, Inc – Location: 21533 Mound Road, Warren, MI. 48091 – Contract Period: Upon City Council Approval through June 30, 2025 – Total Contract Amount: \$234,671.50. **Police**

**Waiver of Reconsideration Requested**

**RECOMMENDATION:**

100% ARPA Funding – To Provide Upfitting Requirements for Ten (10) Pursuit Rated Hybrid Ford Explorers. – Contractor: Canfield Equipment Services, Inc – Location: 21533 Mound Road, Warren, MI. 48091 – Contract Period: Upon City Council Approval through June 30, 2025 – Total Contract Amount: \$234,671.50. **Police**

**Waiver of Reconsideration Requested**

**BY** Choose an item.

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

**RESOLVED:** that **Contract No. 6006450** referred to in the foregoing communication dated July 12, 2024 be hereby and is approved.

**DEPARTMENTAL CONTACT:**

Name: Marcy Wilson  
Position: Procurement Assistant



## DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement  
FILE NUMBER: OCFO-Office of Contracting &  
Procurement-3515

---

**RE:**

Submitting reso. autho. Contract No. 3076412

**SUMMARY:**

100% Grant Funding – To Provide Two (2) Law Enforcement Water Vessels (1 Seasonal and 1 All-Season). – Contractor: NW Bend Boats, LLC dba North River Boats – Location: 1750 SW Green Siding Road, Roseburg, OR 97471 – Contract Period: Upon City Council Approval through June 30, 2026 – Total Contract Amount: \$868,612.50. **Police**  
**Waiver of Reconsideration Requested**

**RECOMMENDATION:**

100% Grant Funding – To Provide Two (2) Law Enforcement Water Vessels (1 Seasonal and 1 All-Season). – Contractor: NW Bend Boats, LLC dba North River Boats – Location: 1750 SW Green Siding Road, Roseburg, OR 97471 – Contract Period: Upon City Council Approval through June 30, 2026 – Total Contract Amount: \$868,612.50. **Police**  
**Waiver of Reconsideration Requested**

**BY** Choose an item.

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

**RESOLVED:** that **Contract No. 3076412** referred to in the foregoing communication dated July 12, 2024 be hereby and is approved.

**DEPARTMENTAL CONTACT:**

Name: Marcy Wilson  
Position: Procurement Assistant



## DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement  
FILE NUMBER: OCFO-Office of Contracting &  
Procurement-3491

---

**RE:**

Submitting reso. autho. Contract No. 6006438

**SUMMARY:**

100% Major Street Funding – To Provide Bituminous Resurfacing of Class “C” Streets at various locations. – Contractor: Fort Wayne Contracting/Ajax Paving Industries, Inc.(Joint Venture) – Location: 300 E Seven Mile Road, Detroit MI 48203 – Contract Period: Upon City Council Approval through December 31, 2026 – Total Contract Amount: \$2,568,460.88. **Public Works**  
**Waiver of Reconsideration Requested**

**RECOMMENDATION:**

100% Major Street Funding – To Provide Bituminous Resurfacing of Class “C” Streets at various locations. – Contractor: Fort Wayne Contracting/Ajax Paving Industries, Inc.(Joint Venture) – Location: 300 E Seven Mile Road, Detroit MI 48203 – Contract Period: Upon City Council Approval through December 31, 2026 – Total Contract Amount: \$2,568,460.88. **Public Works**  
**Waiver of Reconsideration Requested**

**BY** Choose an item.

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

**RESOLVED:** that **Contract No. 6006438** referred to in the foregoing communication dated July 10, 2024 be hereby and is approved.

**DEPARTMENTAL CONTACT:**

Name: Marcy Wilson  
Position: Procurement Assistant



## DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement  
FILE NUMBER: OCFO-Office of Contracting &  
Procurement-3492

---

**RE:**

Submitting reso. autho. Contract No. 6006437

**SUMMARY:**

100% Major Street Funding – To Provide PW 7060 2025 Major Roads Resurfacing, repairing concrete patches cold milling etc.. – Contractor: Fort Wayne Contracting/Ajax Paving Industries, Inc.(Joint Venture) – Location: 300 E Seven Mile Road, Detroit MI 48203 – Contract Period: Upon City Council Approval through December 31,2026 – Total Contract Amount: \$8,460,388.29. **Public Works Waiver of Reconsideration Requested**

**RECOMMENDATION:**

100% Major Street Funding – To Provide PW 7060 2025 Major Roads Resurfacing, repairing concrete patches cold milling etc.. – Contractor: Fort Wayne Contracting/Ajax Paving Industries, Inc.(Joint Venture) – Location: 300 E Seven Mile Road, Detroit MI 48203 – Contract Period: Upon City Council Approval through December 31,2026 – Total Contract Amount: \$8,460,388.29. **Public Works Waiver of Reconsideration Requested**

**BY** Choose an item.

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

**RESOLVED:** that **Contract No. 6006437** referred to in the foregoing communication dated July 10, 2024 be hereby and is approved.

**DEPARTMENTAL CONTACT:**

Name: Marcy Wilson  
Position: Procurement Assistant



## DEPARTMENTAL SUBMISSION

DEPARTMENT: Law  
FILE NUMBER: Law-2346

---

**\* RE:**

Submitting reso. autho. Ordinance to Amend Chapter 16 of the 2019 Detroit City Code, Environment, Article I

**\* SUMMARY:**

*Environment*, Article I, *Noise*, by amending Subdivision b, *Non-Motor Vehicle Noise*; to amend Section 16-1-3(a), *Specific prohibitions of activities constituting noise violations*; to support Detroit's Urban Cores continued growth as a world-class visitor destination by extending the hours permissible for non-motor vehicle noise.

**\* RECOMMENDATION:**

*Environment*, Article I, *Noise*, by amending Subdivision b, *Non-Motor Vehicle Noise*; to amend Section 16-1-3(a), *Specific prohibitions of activities constituting noise violations*; to support Detroit's Urban Cores continued growth as a world-class visitor destination by extending the hours permissible for non-motor vehicle noise.

**\* DEPARTMENTAL CONTACT:**

Name: Asiya Chambers  
Position: 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 11, 2024

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

Re: Ordinance to Amend Chapter 16 of the 2019 Detroit City Code to allow non-motor vehicle noise on Friday and Saturdays in the Central Business District until 11pm.

Honorable City Council:

Council Councilmember Young has requested that the Law Department prepare an ordinance to amend Chapter 16 of the 2019 Detroit City Code, *Environment*, Article I, *Noise*, Subdivision b, *Non-Motor Vehicle Noise*; by amending Section 16-1-13(a), *Specific prohibitions of activities constituting noise violations*; to support Detroit's Urban Cores continued growth as a world-class visitor destination by extending the hours permissible for non-motor vehicle noise. A copy of the ordinance which has been approved as to form is attached for your review and consideration.

We are available to answer any questions that you may have regarding this proposed ordinance.

Respectfully submitted,

Graham Anderson  
Assistant Corporation Counsel  
City of Detroit Law Department

*Enclosure*

cc: Malik Washington

## S U M M A R Y

**AN ORDINANCE** to amend Chapter 16 of the 2019 Detroit City Code, *Environment*, Article I, *Noise*, by amending Subdivision b, *Non-Motor Vehicle Noise*; to amend Section 16-1-13(a), *Specific prohibitions of activities constituting noise violations*; to support Detroit's Urban Cores continued growth as a world-class visitor destination by extending the hours permissible for non-motor vehicle noise.

1 **BY COUNCILMEMBER \_\_\_\_\_:**

2 **AN ORDINANCE** to amend Chapter 16 of the 2019 Detroit City Code, *Environment*,  
3 Article I, *Noise*, by amending Subdivision b, *Non-Motor Vehicle Noise*; to amend Section 16-1-  
4 13(a), *Specific prohibitions of activities constituting noise violations*; to support Detroit's Urban  
5 Cores continued growth as a world-class visitor destination by extending the hours permissible for  
6 non-motor vehicle noise.

7 **IT IS HEREBY ORDAINED BY THE PEOPLE OF THE CITY OF DETROIT**  
8 **THAT:**

9 **Section 1.** Chapter 16 of the 2019 Detroit City Code, *Environment*, Article I, *Noise*, by  
10 amending Subdivision b, *Non-Motor Vehicle Noise*; to amend Section 16-1-13(a), *Specific*  
11 *prohibitions of activities constituting noise violations*, to read as follows:

12 **CHAPTER 16. ENVIRONMENT**

13 **ARTICLE I. NOISE**

14 **DIVISION B. NON-MOTOR VEHICLE NOISE**

15 **Sec. 16-1-13. Specific prohibitions of activities constituting noise violations.**

16 (a) It is unlawful to engage in, assist in, permit, continue or permit in the continuance  
17 of any of the following activities within City limits where the activity produces non-motor  
18 vehicle noise between the hours of 10:00 p.m. and 7:00 a.m. with the exception of Fridays and  
19 Saturdays in the Central Business Center where non-motor vehicle noise will only be prohibited  
20 between the hours of 11:00 p.m. and 7:00 a.m. unless exempted by Section 16-1-14 of this Code:

- 21 (1) The performance or reproduction of music through vocals, musical instrument or  
22 instruments, speakers of any type, music players, televisions, or mobile devices;

(2) The amplification or reproduction of speech through use of a microphone, megaphone, bullhorn, any other sound magnification device; or

(3) The use of any steam or compressed air whistles or sirens.

(b) It is unlawful to engage in, assist in, permit, continue or permit in the continuance of any of the following activities within a zoning district classified for residential use or immediately adjoining by a zoning district classified for residential use where the activity produces non-motor vehicle noise between the hours of 10:00 p.m. and 7:00 a.m. unless exempted by Section 16-1-14 of this Code:

(1) The use of heavy construction equipment including pile drivers, jackhammers, drills, or any other mechanical apparatus in building or constructions operations; or


(2) The loading and unloading of vehicles or storage containers.

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

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

1           **Section 4.** In the event this ordinance is passed by two-thirds (2/3) majority of City  
2 Council Members serving, it shall be given immediate effect and become effective upon  
3 publication in accordance with Section 4-118 of the 2012 Detroit City Charter. Where this  
4 ordinance is passed by less than a two-thirds (2/3) majority of City Council Members serving, it  
5 shall become effective on the thirtieth (30) day after enactment in accordance with Section 4-118  
6 of the 2012 Detroit City Charter.

**Approved as to form:**

  
\_\_\_\_\_  
Conrad J. Mallett  
Corporation Counsel



## DEPARTMENTAL SUBMISSION

DEPARTMENT: Law

FILE NUMBER: Law-2348

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**\* RE:**

Submitting reso. autho. Ordinance to Amend Chapter 31 of the 2019 Detroit City Code, Offenses, Article V, Offenses Against Public Peace, by adding Section 31-5-19, Nuisance parties and unlawful gatherings

**\* SUMMARY:**

Offenses, Article V, Offenses Against Public Peace, by adding Section 31-5-19, Nuisance parties and unlawful gatherings, to prohibit nuisance parties and unlawful gatherings from creating a public nuisance in the City of Detroit.

**\* RECOMMENDATION:**

*Offenses, Article V, Offenses Against Public Peace*, by adding Section 31-5-19, *Nuisance parties and unlawful gatherings*, to prohibit nuisance parties and unlawful gatherings from creating a public nuisance in the City of Detroit.

**\* DEPARTMENTAL CONTACT:**

Name: Asiha Chambers

Position: 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 11, 2024

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

Re: Chapter 31 of the 2019 Detroit City Code, *Offenses*, Article V, *Offenses Against Public Peace*, by adding Section 31-5-19, *Nuisance parties and unlawful gatherings*.

Honorable City Council:

Council Member Coleman A. Young II has requested that the Law Department prepare an ordinance to amend Chapter 31 of the 2019 Detroit City Code, *Offenses*, Article V, *Offenses Against Public Peace*, by adding Section 31-5-19, *Nuisance parties and unlawful gatherings*, to prohibit nuisance parties and unlawful gatherings from creating a public nuisance in the City of Detroit. A copy of the ordinance which has been approved as to form is attached for your review and consideration.

We are available to answer any questions that you may have concerning this proposed ordinance.

Respectfully submitted,

*Tonja R. Long*

Tonja R. Long  
Chief Administrative Corporation Counsel

*Enclosure*

cc: Malik Washington, City Council Liaison

## **S U M M A R Y**

This proposed ordinance amends Chapter 31 *Offenses*, Article V, *Offenses Against Public Peace*, by adding Section 31-5-19, *Nuisance parties and unlawful gatherings*, to prohibit nuisance parties and unlawful gatherings from creating a public nuisance in the City of Detroit.



1 BY COUNCIL MEMBER \_\_\_\_\_:

2 AN ORDINANCE to amend Chapter 31, *Offenses*, Article V, *Offenses Against Public*  
3 *Peace*, by adding Section 31-5-19, *Nuisance parties and unlawful gatherings*, to prohibit nuisance  
4 parties and unlawful gatherings from creating a public nuisance in the City of Detroit.

5 IT IS HEREBY ORDAINED BY THE PEOPLE OF THE CITY OF DETROIT  
6 THAT:

7 Section 1. Chapter 31, *Offenses*, Article V, *Offenses Against Public Peace*, of the 2019  
8 Detroit City Code is amended by adding Section 31-5-19, to read as follows:

9 CHAPTER 31. OFFENSES

10 ARTICLE V. OFFENSES AGAINST PUBLIC PEACE

11 Sec. 31-5-19. Nuisance parties and unlawful gatherings.

12 (a) Purpose. The Detroit City Council finds that there are parties or unlawful  
13 gatherings of five or more people on premises in the City that are unsafe and/or are a public  
14 nuisance. These nuisance parties and unlawful gatherings can involve alcoholic beverages that are  
15 illegally sold and/or provided to individuals in attendance, including underage individuals. These  
16 nuisance parties and unlawful gatherings can result in excessive noise and traffic, excessive  
17 consumption of alcohol, overcrowding of the premises, and other ordinance and state law  
18 violations. The Detroit City Council desires to protect the public from such public nuisances.

19 (b) Prohibited. It shall be unlawful for any person to be a promoter, sponsor, or host  
20 of a party or gathering on a public or private premises which is, or becomes, a nuisance party or  
21 unlawful gathering, as defined in Subsection (d) of this section, and which nuisance is either the  
22 intentional result of, or within the reasonable expectations of, the promoter, sponsor, or host.

23 (c) Order to cease and disperse. A party or unlawful gathering that is or becomes a

1 nuisance party, as defined in Subsection (d) of this section shall cease upon the order of the police  
2 chief, or the police chief's designee; and all persons at the site of such party or unlawful gathering  
3 shall leave the premises immediately, provided that the reconvening of a party or gathering that  
4 was dispersed at the order of the police chief or designee, is considered a continuation of the same  
5 party. Any person who fails or refuses to obey and abide by the order of the police chief or police  
6 chief's designee shall be guilty of a violation of this section.

7 (d) *Definitions.* For purposes of this section, the following words and phrases shall  
8 have the meanings respectively ascribed to them by this subsection:

9 *Nuisance party or unlawful gathering* means a party or gathering of five or more persons  
10 which is conducted on a public or private premises located within the City and which, by reason  
11 of the conduct of the persons hosting or attending, results in any one or more of the following  
12 conditions or occurrences:

- 13 (1) Disorderly conduct, as set forth in Section 31-5-1 of this Code;
- 14 (2) Consumption of alcoholic liquor on streets, sidewalks, alleys, or other publicly-  
15 owned areas, as set forth in Section 31-5-2 of this Code;
- 16 (3) Unlawful sale, furnishing, or dispensing of beer or intoxicating liquor, as set forth  
17 under the Michigan Liquor Control Code of 1998, being MCL 463.1101, *et seq.*;
- 18 (4) Sale or furnishing of beer or intoxicating liquor to persons under the age of 21 years,  
19 as set forth in Section 29-4-2 of this Code;
- 20 (5) Purchase or consumption of beer or intoxicating liquor by persons under the age of  
21 21 years, as set forth in Section 29-4-3 of this Code;
- 22 (6) Illegal possession, sale, offering for sale, distributing, administering, dispensing, or  
23 giving away of a controlled substance, as set forth in Sections 31-9-2 of this Code;

- 1           (7)   Outdoor urination or defecation in a public place, as set forth in Section 31-5-5 of  
2                   this Code;
- 3           (8)   Indecent or obscene conduct, as set forth in Section 31-11-2 of this Code;
- 4           (9)   Unlawful deposit of litter or refuse, as set forth in Section 8902 of the Natural  
5                   Resources and Environmental Protection Act of 1994, being MCL 324.8902;
- 6           (10)   Damage or destruction of property without the consent of the property owner, as  
7                   set forth in Section 31-4-8 of this Code;
- 8           (11)   Standing, parking, or operation of vehicles in violation Chapter 46, *Traffic and*  
9                   *Vehicles*, of this Code;
- 10          (12)   A violation of the noise ordinance, as set forth in Chapter 16, *Environment*, Article  
11                   I, *Noise*, of this Code;
- 12          (13)   Brandishing of a firearm as set forth in Section 31-13-24 of this Code;
- 13          (14)   Discharge of a firearm, as set forth in Section 31-13-25 of this Code; and
- 14          (15)   Any other conduct or condition that violates state law or City ordinance and which  
15                   is hereby declared to be an unlawful public nuisance.

16          *Host* means to provide or arrange the location or venue to receive guests whether or not a  
17          fee is required for entrance.

18          *Premises* means the property, public or private, that is the site of a nuisance party or  
19          unlawful gathering. The term “premises” does not include an establishment operating with a liquor  
20          license issued by the Michigan Liquor Control Commission, or a successor agency.

21          *Promoter* means a person who contracts for or arranges with an owner or other responsible  
22          person, to provide any activity or event with or without compensation, and who is responsible for  
23          or directly organizes the presentation of the activities or events. Promoter does not include a

1 person who contracts or arranges with an owner or other responsible person to provide or organize  
2 a political event on behalf of or against any candidate for public office or in support of or  
3 opposition to any ballot measure or charitable event on behalf of a 501(c)(3) non-profit registered  
4 with the United States Internal Revenue Service. For purposes of this section a promoter also  
5 includes an employee or agent of a promoter.

6 Sponsor means a person, firm, organization, etc., that finances or provides money toward  
7 the conduct of a nuisance party or unlawful gathering.

8 (e) Any violation of Subsections (b) and (c) of this section are misdemeanor violations,  
9 as provided in Section 31-1-1 of this Code.

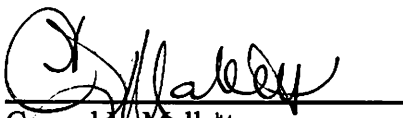
10 **Secs. 31-5-20 – 31-5-40. Reserved.**

11 **Section 2.** This ordinance is hereby declared necessary to preserve the public peace,  
12 health, safety and welfare of the People of the City of Detroit.

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

15 **Section 4.** In the event this ordinance is passed by two-thirds (2/3) majority of City  
16 Council Members serving, it shall be given immediate effect and become effective upon  
17 publication in accordance with Section 4-118 of the 2012 Detroit City Charter. Where this  
18 ordinance is passed by less than a two-thirds (2/3) majority of City Council Members serving, it  
19 shall become effective on the thirtieth (30) day after enactment in accordance with Section 4-118  
20 of the 2012 Detroit City Charter.

**Approved as to Form:**

  
Conrad J. Walleet  
Corporation Counsel



## DEPARTMENTAL SUBMISSION

DEPARTMENT: Law

FILE NUMBER: Law-2347

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**\* RE:**

Submitting reso. autho. Ordinance to amend Chapter 8 of the 2019 Detroit City Code, Building Construction and Property maintenance, Article XV

**\* SUMMARY:**

Building Construction and Property Maintenance, Article XV, Property Maintenance, Division 1, In General, by amending Section 8-15-3, Definitions: A-B, Section 8-15-4, Definitions: C, Section 8-15-5, Definitions: D-F, Section 8-15-6, Definitions: G-K, Section 8-15-7, Definitions: L-O, Section 8-15-8, Definitions: P-R, Section 8-15-9, Definitions: S-Z, and Section 8-15-11, Civil fines for violation of article, by amending Division 2, Administration and Enforcement, by amending Section 8-15-33, fees, Section 8-15-35, Certificate of Compliance required; violation for failure to obtain; temporary certificate and modifications, Section 8-15-36, Suspension or denial of Certificate of Compliance; revocation, Section 8-15-47, Issuance of correction notice or blight violation, Section 8-15-48, Curing or disputing correction notice; right of entry by City to abate public nuisance; obstruction of City employees and agents prohibited, and Section 8-15-49, Costs of abatement; collection of costs for City abatement of public nuisances, by amending Division 3, Requirements for Rental Property, by amending Subdivision A, In General, by amending Section 8-15-81, Registration of rental property, amending and renaming Section 8-15-82, Inspection of rental property; Certificate of Compliance required; registration of Certificates of Compliance for rental properties; violations; occupancy; length of Certificate of Compliance, repealing Section 8-15-83, Lead inspection/risk assessment, lead clearance, and relocating substitute Section 8-15-83, Federal and other governmental agency inspections accepted, repealing Section 8-15-84, Landlords and staff required to obtain HUD Visual Assessment Certification; annual inspections, and relocating substitute Section 8-15-84, Caretaker; responsible person; warning devices, by relocating Section 8-15-85, Window stops or guards required; exceptions, by adding Section 8-15-86, Tenant escrow, Section 8-15-87, Termination of tenancy to avoid compliance with subdivision or retaliatory action prohibited, Section 8-15-88, Consideration of Certificate of Compliance in eviction judgment, Section 8-15-89, Utilization of escrow accounts established under Michigan Housing Law, and Section 8-15-90, Notice and posting requirements for housing providers, and by amending Subdivision B, Lead Clearance, by amending Section 8-15-91, Purpose and intent; requirements, Section 8-15-92, Lead inspection and risk assessment, reports required, Section 8-15-94, Post-remedy clearance report, and Section 8-15-95, Requirement to avoid conflict of interest regarding lead-clearance inspection, and by repealing Section 8-15-98, Termination of tenancy to avoid compliance with this subdivision or retaliatory action prohibited, and by relocating to Section 8-15-98, Required distribution of

information, and Section 8-15-99, Annual report required, in order to increase the effectiveness of the City of Detroit's oversight of rental housing and improve the quality of rental housing available to tenants.

**\* RECOMMENDATION:**

Building Construction and Property Maintenance, Article XV, Property Maintenance, Division 1, In General, by amending Section 8-15-3, Definitions: A-B, Section 8-15-4, Definitions: C, Section 8-15-5, Definitions: D-F, Section 8-15-6, Definitions: G-K, Section 8-15-7, Definitions: L-O, Section 8-15-8, Definitions: P-R, Section 8-15-9, Definitions: S-Z, and Section 8-15-11, Civil fines for violation of article, by amending Division 2, Administration and Enforcement, by amending Section 8-15-33, fees, Section 8-15-35, Certificate of Compliance required; violation for failure to obtain; temporary certificate and modifications, Section 8-15-36, Suspension or denial of Certificate of Compliance; revocation, Section 8-15-47, Issuance of correction notice or blight violation, Section 8-15-48, Curing or disputing correction notice; right of entry by City to abate public nuisance; obstruction of City employees and agents prohibited, and Section 8-15-49, Costs of abatement; collection of costs for City abatement of public nuisances, by amending Division 3, Requirements for Rental Property, by amending Subdivision A, In General, by amending Section 8-15-81, Registration of rental property, amending and renaming Section 8-15-82, Inspection of rental property; Certificate of Compliance required; registration of Certificates of Compliance for rental properties; violations; occupancy; length of Certificate of Compliance, repealing Section 8-15-83, Lead inspection/risk assessment, lead clearance, and relocating substitute Section 8-15-83, Federal and other governmental agency inspections accepted, repealing Section 8-15-84, Landlords and staff required to obtain HUD Visual Assessment Certification; annual inspections, and relocating substitute Section 8-15-84, Caretaker; responsible person; warning devices, by relocating Section 8-15-85, Window stops or guards required; exceptions, by adding Section 8-15-86, Tenant escrow, Section 8-15-87, Termination of tenancy to avoid compliance with subdivision or retaliatory action prohibited, Section 8-15-88, Consideration of Certificate of Compliance in eviction judgment, Section 8-15-89, Utilization of escrow accounts established under Michigan Housing Law, and Section 8-15-90, Notice and posting requirements for housing providers, and by amending Subdivision B, Lead Clearance, by amending Section 8-15-91, Purpose and intent; requirements, Section 8-15-92, Lead inspection and risk assessment, reports required, Section 8-15-94, Post-remedy clearance report, and Section 8-15-95, Requirement to avoid conflict of interest regarding lead-clearance inspection, and by repealing Section 8-15-98, Termination of tenancy to avoid compliance with this subdivision or retaliatory action prohibited, and by relocating to Section 8-15-98, Required distribution of information, and Section 8-15-99, Annual report required, in order to increase the effectiveness of the City of Detroit's oversight of rental housing and improve the quality of rental housing available to tenants.

**\* DEPARTMENTAL CONTACT:**

Name: Asiha Chambers  
Position: Legal Secretary

**\*=REQUIRED**



## LAW DEPARTMENT

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July 11, 2024

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

Re: Amendment of Chapter 8 of the 2019 Detroit City Code, *Building Construction and Property maintenance*, Article XV, *Property Maintenance Code*.

Honorable City Council:

The Law Department has prepared an ordinance at the request of Council Member Waters. The proposed ordinance amends Chapter 8 of the 2019 Detroit City Code, *Building Construction and Property Maintenance*, Article XV, *Property Maintenance*, Division 1, *In General*, by amending Section 8-15-3, *Definitions: A-B*, Section 8-15-4, *Definitions: C*, Section 8-15-5, *Definitions: D-F*, Section 8-15-6, *Definitions: G-K*, Section 8-15-7, *Definitions: L-O*, Section 8-15-8, *Definitions: P-R*, Section 8-15-9, *Definitions: S-Z*, and Section 8-15-11, *Civil fines for violation of article*, by amending Division 2, *Administration and Enforcement*, by amending Section 8-15-33, *fees*, Section 8-15-35, *Certificate of Compliance required; violation for failure to obtain; temporary certificate and modifications*, Section 8-15-36, *Suspension or denial of Certificate of Compliance; revocation*, Section 8-15-47, *Issuance of correction notice or blight violation*, Section 8-15-48, *Curing or disputing correction notice; right of entry by City to abate public nuisance; obstruction of City employees and agents prohibited*, and Section 8-15-49, *Costs of abatement; collection of costs for City abatement of public nuisances*, by amending Division 3, *Requirements for Rental Property*, by amending Subdivision A, *In General*, by amending Section 8-15-81, *Registration of rental property*, amending and renaming Section 8-15-82, *Inspection of rental property; Certificate of Compliance required; registration of Certificates of Compliance for rental properties; violations; occupancy; length of Certificate of Compliance*, repealing Section 8-15-83, *Lead inspection/risk assessment, lead clearance*, and relocating substitute Section 8-15-83, *Federal and other governmental agency inspections accepted*, repealing Section 8-15-84, *Landlords and staff required to obtain HUD Visual Assessment Certification; annual inspections*, and relocating substitute Section 8-15-84, *Caretaker; responsible person; warning devices*, by relocating Section 8-15-85, *Window stops or guards required; exceptions*, by adding Section 8-15-86, *Tenant escrow*, Section 8-15-87, *Termination of tenancy to avoid compliance with subdivision or retaliatory action prohibited*, Section 8-15-88, *Consideration of Certificate of Compliance in eviction judgment*, Section 8-15-89, *Utilization of escrow accounts established under Michigan Housing Law*, and Section 8-15-90, *Notice and posting requirements for housing*



*providers, and by amending Subdivision B, Lead Clearance, by amending Section 8-15-91, Purpose and intent; requirements, Section 8-15-92, Lead inspection and risk assessment, reports required, Section 8-15-94, Post-remedy clearance report, and Section 8-15-95, Requirement to avoid conflict of interest regarding lead-clearance inspection, and by repealing Section 8-15-98, Termination of tenancy to avoid compliance with this subdivision or retaliatory action prohibited, and by relocating to Section 8-15-98, Required distribution of information, and Section 8-15-99, Annual report required, in order to increase the effectiveness of the City of Detroit's oversight of rental housing and improve the quality of rental housing available to tenants.*

We are available to answer any questions that you may have concerning this proposed ordinance.

Respectfully submitted,

*Tonja R Long*

Tonja R. Long  
Chief Admin. Corporation Counsel  
Municipal Section

*Enclosure*

cc: Malik Washington, City Council Liaison

## SUMMARY

This ordinance amends Chapter 8 of the 2019 Detroit City Code, *Building Construction and Property Maintenance*, Article XV, *Property Maintenance*, Division 1, *In General*, by amending Section 8-15-3, *Definitions: A-B*, Section 8-15-4, *Definitions: C*, Section 8-15-5, *Definitions: D-F*, Section 8-15-6, *Definitions: G-K*, Section 8-15-7, *Definitions: L-O*, Section 8-15-8, *Definitions: P-R*, Section 8-15-9, *Definitions: S-Z*, and Section 8-15-11, *Civil fines for violation of article*, by amending Division 2, *Administration and Enforcement*, by amending Section 8-15-33, *fees*, Section 8-15-35, *Certificate of Compliance required; violation for failure to obtain; temporary certificate and modifications*, Section 8-15-36, *Suspension or denial of Certificate of Compliance; revocation*, Section 8-15-47, *Issuance of correction notice or blight violation*, Section 8-15-48, *Curing or disputing correction notice; right of entry by City to abate public nuisance; obstruction of City employees and agents prohibited*, and Section 8-15-49, *Costs of abatement; collection of costs for City abatement of public nuisances*, by amending Division 3, *Requirements for Rental Property*, by amending Subdivision A, *In General*, by amending Section 8-15-81, *Registration of rental property*, amending and renaming Section 8-15-82, *Inspection of rental property; Certificate of Compliance required; registration of Certificates of Compliance for rental properties; violations; occupancy; length of Certificate of Compliance*, repealing Section 8-15-83, *Lead inspection/risk assessment, lead clearance*, and relocating substitute Section 8-15-83, *Federal and other governmental agency inspections accepted*, repealing Section 8-15-84, *Landlords and staff required to obtain HUD Visual Assessment Certification; annual inspections*, and relocating substitute Section 8-15-84, *Caretaker; responsible person; warning devices*, by relocating Section 8-15-85, *Window stops or guards required; exceptions*, by adding Section 8-15-86, *Tenant escrow*, Section 8-15-87, *Termination of tenancy to avoid compliance with subdivision or retaliatory action prohibited*, Section 8-15-88, *Consideration of Certificate of Compliance in eviction judgment*, Section 8-15-89, *Utilization of escrow accounts established under Michigan Housing Law*, and Section 8-15-90, *Notice and posting requirements for housing providers*, and by amending Subdivision B, *Lead Clearance*, by amending Section 8-15-91, *Purpose and intent; requirements*, Section 8-15-92, *Lead inspection and risk assessment, reports required*, Section 8-15-94, *Post-remedy clearance report*, and Section 8-15-95, *Requirement to avoid conflict of interest regarding lead-clearance inspection*, and by repealing Section 8-15-98, *Termination of tenancy to avoid compliance with this subdivision or retaliatory action prohibited*, and by relocating to Section 8-15-98, *Required distribution of information*, and Section 8-15-99, *Annual report required*, in order to increase the effectiveness of the City of Detroit's oversight of rental housing and improve the quality of rental housing available to tenants.

1           **AN ORDINANCE** to amend Chapter 8 of the 2019 Detroit City Code, *Building*  
2   *Construction and Property Maintenance*, Article XV, *Property Maintenance*, Division 1, *In*  
3   *General*, by amending Section 8-15-3, *Definitions: A-B*, Section 8-15-4, *Definitions: C*, Section  
4   8-15-5, *Definitions: D-F*, Section 8-15-6, *Definitions: G-K*, Section 8-15-7, *Definitions: L-O*,  
5   Section 8-15-8, *Definitions: P-R*, Section 8-15-9, *Definitions: S-Z*, and Section 8-15-11, *Civil fines*  
6   *for violation of article*, by amending Division 2, *Administration and Enforcement*, by amending  
7   Section 8-15-33, *fees*, Section 8-15-35, *Certificate of Compliance required; violation for failure to*  
8   *obtain; temporary certificate and modifications*, Section 8-15-36, *Suspension or denial of*  
9   *Certificate of Compliance; revocation*, Section 8-15-47, *Issuance of correction notice or blight*  
10   *violation*, Section 8-15-48, *Curing or disputing correction notice; right of entry by City to abate*  
11   *public nuisance; obstruction of City employees and agents prohibited*, and Section 8-15-49, *Costs*  
12   *of abatement; collection of costs for City abatement of public nuisances*, by amending Division 3,  
13   *Requirements for Rental Property*, by amending Subdivision A, *In General*, by amending Section  
14   8-15-81, *Registration of rental property*, amending and renaming Section 8-15-82, *Inspection of*  
15   *rental property; Certificate of Compliance required; registration of Certificates of Compliance for*  
16   *rental properties; violations; occupancy; length of Certificate of Compliance*, repealing Section 8-  
17   15-83, *Lead inspection/risk assessment, lead clearance*, and relocating substitute Section 8-15-83,  
18   *Federal and other governmental agency inspections accepted*, repealing Section 8-15-84,  
19   *Landlords and staff required to obtain HUD Visual Assessment Certification; annual inspections*,  
20   and relocating substitute Section 8-15-84, *Caretaker; responsible person; warning devices*, by  
21   relocating Section 8-15-85, *Window stops or guards required; exceptions*, by adding Section 8-15-  
22   86, *Tenant escrow*, Section 8-15-87, *Termination of tenancy to avoid compliance with subdivision*  
23   *or retaliatory action prohibited*, Section 8-15-88, *Consideration of Certificate of Compliance in*

1 *eviction judgment, Section 8-15-89, Utilization of escrow accounts established under Michigan*  
2 *Housing Law, and Section 8-15-90, Notice and posting requirements for housing providers, and*  
3 *by amending Subdivision B, Lead Clearance, by amending Section 8-15-91, Purpose and intent;*  
4 *requirements, Section 8-15-92, Lead inspection and risk assessment, reports required, Section 8-*  
5 *15-94, Post-remedy clearance report, and Section 8-15-95, Requirement to avoid conflict of*  
6 *interest regarding lead-clearance inspection, and by repealing Section 8-15-98, Termination of*  
7 *tenancy to avoid compliance with this subdivision or retaliatory action prohibited, and by*  
8 *relocating to Section 8-15-98, Required distribution of information, and Section 8-15-99, Annual*  
9 *report required, in order to increase the effectiveness of the City of Detroit's oversight of rental*  
10 *housing and improve the quality of rental housing available to tenants.*

11 **IT IS HEREBY ORDAINED BY THE PEOPLE OF THE CITY OF DETROIT**  
12 **THAT:**

13 **Section 1.** Chapter 8 of the 2019 Detroit City Code, *Building Construction and Property*  
14 *Maintenance, Article XV, Property Maintenance*, be amended by amending Division 1, Sections  
15 8-15-3 through 8-15-9 and Section 8-15-11, Division 2, Section 8-15-33, Section 8-15-35, Section  
16 8-15-36, and Sections 8-15-47 through 8-15-49, and Division 3, Subdivision A, Section 8-15-81  
17 and Section 8-15-82, by repealing and replacing Section 8-15-83 and Section 8-15-84, by  
18 relocating Section 8-15-85 and adding Sections 8-15-86 through 8-15-90, and Subdivision B by  
19 amending Section 8-15-91, Section 8-15-92, Section 8-15-94, Section 8-15-95, by repealing and  
20 replacing Section 8-15-98, and by renumbering Section 8-15-99, to read as follows:

21 **CHAPTER 8. BUILDING CONSTRUCTION AND PROPERTY MAINTENANCE**

22 **ARTICLE XV. PROPERTY MAINTENANCE CODE**

23 **DIVISION 1. IN GENERAL**

1   **Sec. 8-15-3. Definitions: A—B.**

2           For purposes of this article, the following words and phrases shall have the meanings  
3   respectively ascribed to them by this section:

4           *Abatement or abated* means a measure or set of measures designed to permanently  
5   eliminate lead-based paint hazards and includes:

6           (1)   The removal of lead-based paint hazards and dust lead hazards, the permanent  
7               enclosure or encapsulation of lead-based paint, the replacement of lead-painted  
8               surfaces or fixtures, the removal or covering of soil lead hazards, and all  
9               preparation, cleanup, disposal, and post-abatement clearance testing activities  
10              associated with such measures, which shall be performed by a State-certified lead  
11              abatement firm;

12          (2)   A project for which there is a written contract or other documentation which  
13               provides that a person will be conducting activities in or to a residential dwelling  
14               or child-occupied facility that will result in the permanent elimination of lead  
15               hazards or that are designed to permanently eliminate lead hazards;

16          (3)   A project resulting in the permanent elimination of lead-based paint hazards,  
17               conducted by a person certified pursuant to the Michigan Lead Abatement Act,  
18               being MCL 333.5451 *et seq.*, except a project that is otherwise exempt under the  
19               Act;

20          (4)   A project resulting in the permanent elimination of lead hazards, conducted by a  
21               person who, through such person's company name or promotional literature,  
22               represents, advertises, or holds themselves out to be in the business of performing

1 lead-based paint activities, except a project that is exempt under the Michigan Lead  
2 Abatement Act; and

3 (5) A project resulting in the permanent elimination of lead hazards that is conducted  
4 in response to a state or City abatement order, but does not include:

5 a. Renovation, remodeling, landscaping, or other activity, where the activity  
6 is not designed to permanently eliminate lead hazards, but is instead  
7 designed to repair, restore, or remodel a dwelling even though the activity  
8 may incidentally result in a reduction or elimination of a lead hazard;

9 b. An interim control, operation, maintenance activity, or other measure or  
10 activity designed to temporarily, but not permanently, reduce a lead hazard;

11 c. Any lead-based paint activity performed by the owner of an owner-occupied  
12 residential dwelling or an owner-occupied multifamily dwelling containing  
13 four or fewer units where the activity is performed only in that owner-  
14 occupied unit of the multifamily dwelling; and

15 d. The scraping or removal of paint, painting over paint, or other similar  
16 activity that may incidentally result in a reduction or elimination of a lead  
17 hazard.

18 *Adult foster care facility* means a governmental or nongovernmental establishment which  
19 principally receives adults for foster care, including a foster care family home for adults who:

20 (1) Are aged, emotionally disturbed, developmentally disabled or physically  
21 handicapped;

22 (2) Require supervision on an ongoing basis; and

1           (3)    Do not require continuous nursing care, but excludes a nursing home, a home for  
2                   the aged, a hospital, a hospital for the mentally ill, a county infirmary, and a facility  
3                   operated for the developmentally disabled by the Michigan Department of Health  
4                   and Human Services.

5           Agent means any person, operator, firm, or corporation that manages or operates a building,  
6           premises, or structure as rental property on behalf of the property owner.

7           *Apartment* means a one-family living space having one or more rooms located within a  
8           building, and containing a kitchen equipped with a sink and a bathroom equipped with a bathtub  
9           or shower, a lavatory, and a toilet or water closet.

10          *Approved* means approved by the Building Official or the Public Health Director, or a  
11          device, material or practice that meets acceptable industry standards or an apparatus or a method  
12          which, by demonstration or test, has proven workable for its intended use.

13          *Approved containers* means receptacles designated for use in specific areas, or for specific  
14          uses by the Director of the Department of Public Works, which are limited to Courville containers,  
15          large movable or stationary containers, and portable containers, as defined in this section.

16          *Authorized local official* means a police officer, or other City employee or agent, who is  
17          authorized to issue blight violations in accordance with this article and Section 1-1-10 of the 2019  
18          Detroit City Code that are designated as blight violations.

19          *Bare soil violation* means the presence of bare soil within the dripline of any residential  
20          rental property on which the original construction was completed prior to January 1, 1978.

21          *Basement* means that portion of a building or structure which is partly or completely below  
22          grade.

23          *Bathroom* means a room containing plumbing fixtures, including a bathtub or shower.

1        *Bedroom* means any room or space used, or intended to be used, for sleeping purposes.

2        *Blight violation* means any unlawful act, or any omission or failure to act, which is  
3 designated by the 2019 Detroit City Code as a blight violation pursuant to Sections 4l(4) and 4q(4)  
4 of the Michigan Home Rule City Act, being MCL 117.4l(4) and 117.4q(4).

5        *Blight violation determination* means a determination that:

- 6        (1)    An alleged violator is responsible for one or more blight violations as a result of  
7               the admission of responsibility for the allegation in a blight violation notice; or  
8        (2)    After an administrative hearing that a person is or is not responsible for one or more  
9               blight violations: or  
10       (3)    As a result of a decision and order of default for failing to appear as directed by the  
11               blight violation notice, or other notice regarding one or more blight violations, at a  
12               scheduled appearance at the Blight Administrative Hearings Bureau in accordance  
13               with Section 4q(8)(c) of the Michigan Home Rule City Act, being MCL  
14               117.4q(8)(c).

15       *Blight violation notice* means a written violation notice prepared by an authorized local  
16 official, which directs an alleged violator:

- 17       (1)    To pay the civil fine specified in the notice, including any required fees or costs,  
18               for one or more blight violations in accordance with the fines, fees, or costs  
19               specified in this article; and  
20       (2)    To appear at the Blight Administrative Hearings Bureau regarding the occurrence  
21               or existence of one or more blight violations pursuant to Section 4q(8) of the  
22               Michigan Home Rule City Act, being MCL 117.4q(8).



1        *Blight violation proceeding* means an administrative process that results in a blight  
2 violation determination.

3        *Breach* means any opening, breakthrough, structural failure, or complete or partial collapse  
4 of a waterbody barrier and prevents the stabilization of the waterbody barrier but does not include  
5 a few rocks falling into the water or other de minimis occurrences.

6        *Building* means a permanent structure that is constructed or used for a residential or non-  
7 residential purpose, or any permanent accessory structure or facility used in conjunction with such  
8 use.

9        *Building Official* means a person who is:

10        (1) Appointed and employed at the Buildings, Safety Engineering, and Environmental  
11 Department;

12        (2) Charged, as required in Section 202, Definitions, and Chapter 35, Referenced  
13 Standards, MI (Michigan Department of Licensing and Regulatory Affairs), of the  
14 2015 Michigan Building Code, with the administration and enforcement of the  
15 Michigan Building Code, the Michigan Electrical Code, the Michigan Mechanical  
16 Code, the Michigan Plumbing Code, the Michigan Rehabilitation Code for Existing  
17 Buildings, the Michigan Residential Code, and the Michigan Energy Code;

18        (3) Charged with the administration and enforcement of the Detroit Elevator Code,  
19 Detroit Manlifts Code, Detroit Material Hoists Code, Detroit Personnel Hoists  
20 Code, and Detroit Powered Platforms Code; and(4)Registered in accordance with  
21 the Michigan Building Officials and Inspectors Registration Act, being MCL  
22 338.2301 through 338.2313.

(4) Registered in accordance with the Michigan Building Officials and Inspectors Registration Act, being MCL 338.2301 through 338.2313.

*Buildings, premises, and structures* means all properties, equipment, and facilities which are part of, or used in conjunction with, any existing residential and nonresidential building, premises, or structure, including any vacant building.

*Bulk storage* means properties where operations that involve "tank storage of bulk oil or gasoline" as described in Chapter 50 of this Code, Zoning, or "built solid material facilities" as defined in the Section 42-1-1 of the Code.

**Sec. 8-15-4. Definitions: C.**

For purposes of this article, the following words and phrases shall have the meanings respectively ascribed to them by this section:

*Certificate of Collection Box Maintenance* means a certificate issued by the Buildings, Safety Engineering, and Environmental Department, which states that a collection box complies with the requirements of this article.

*Certificate of Compliance* means a certificate issued by the Buildings, Safety Engineering, and Environmental Department, which states that a building, premises or structure, geotechnical report when required or a portion thereof, complies with the requirements of this article.

*Certificate of Registration of Rental Property* means a certificate issued by the Buildings, Safety Engineering, and Environmental Department, which states that a rental property ~~complies with the requirements of this article~~ has been registered.

*Certificate of Registration of Vacant Property* means a certificate issued by the Buildings, Safety Engineering, and Environmental Department, which states that a vacant property has been registered.

1        *Certificate of Registration of Waterbody Barrier* means a certificate issued by the  
2 Buildings, Safety Engineering, and Environmental Department, which states that a waterbody  
3 barrier complies with the requirements of this article.

4        *Certified abatement worker* means an individual who has been trained to perform lead  
5 abatement through an accredited training program and who is certified by the Michigan  
6 Department of Health and Human Services to perform lead abatement.

7        *Certified clearance technician* means an individual who has completed an approved  
8 training course and is certified by the Michigan Department of Health and Human Services to  
9 perform lead clearance testing on interim controls or non-abatement/renovation projects to ensure  
10 that lead dust has been removed.

11       *Certified lead inspector* means an individual who has been trained by an accredited training  
12 program and certified by the Michigan Department of Health and Human Services to conduct lead  
13 based paint inspections for the purpose of identifying lead-based paint and take samples for the  
14 purpose of lead-abatement clearance testing.

15       *Certified renovator* means an individual who has successfully completed a lead hazard  
16 renovator course provided by an accredited training program for which the Michigan Department  
17 of Health and Human Services, who has been issued a certificate to perform lead hazard  
18 renovations, or who directs or subcontracts to others under their supervision to perform lead hazard  
19 renovations.

20       *Certified risk assessor* means an individual who has been trained by an accredited training  
21 program and certified by the Michigan Department of Health and Human Services to conduct  
22 evaluations, lead-based paint inspections, and risk assessments for lead-based paint hazards, and

1 to take samples for the presence of lead in paint and dust for the purpose of post-remedy inspection  
2 and certification.

3 *Charitable organization* means a benevolent, educational, philanthropic, humane, patriotic,  
4 or eleemosynary organization of persons that solicits or obtains contributions from the public for  
5 charitable purposes and includes a chapter, branch, area office, or similar affiliate or person  
6 soliciting contributions within the state for a charitable organization that has its principal place of  
7 business outside the state.

8 *Clear vision triangle* means the area formed by extending the two curb lines a distance of  
9 45 feet from their point of intersection, and connecting these points with an imaginary line, thereby  
10 making a triangle.

11 *Clearance examination* means an activity conducted following lead-based paint hazard  
12 reduction activities to determine that the hazard reduction activities are complete and that no lead-  
13 based paint hazards, as defined in this section, exist in the dwelling unit or work site.

14 *Co-box controller* means any person who owns or otherwise is in control of a collection  
15 box used to solicit collections of salvageable personal property.

16 *Collection box* means any unattended container, receptacle, or similar device that is located  
17 outdoors on any parcel or lot of record within the City of Detroit and that is used for soliciting and  
18 collecting clothing, household items, or other salvageable personal property, but does not include  
19 recycle bins solely used for the collection of recyclable material, garbage receptacles, approved  
20 containers, as defined by Section 42-1-1 of this Code, or any collection box enclosed in a building.

21 *Commercial box servicing* means every 21 days the collection box shall be:

- 22 (1) Power washed, both inside and outside, in a manner that disinfects to prevent  
23 infestation;

- 1 (2) Cleared of all graffiti, tags, and gang markings;
- 2 (3) Repaired, which includes the removal of any large dents which change the surface
- 3 structure of the box, fixing any mechanisms that enable the collection box to stay
- 4 locked and secured, and replacing the collection box when it cannot be repaired on
- 5 location; and
- 6 (4) Cleaned such that the surrounding area is free of any solid waste, as defined by
- 7 Section 8-15-9 of this Code, clothes, and any other donated items.

8 *Community establishments* means all businesses, non-profit organizations, churches,

9 governmental agencies, and other such institutions which cannot be classified as residential

10 structures, as well as residential structures containing five or more household units.

11 *Commercial solid waste* means:

- 12 (1) The solid waste resulting from the operation of commercial establishments; and
- 13 (2) Construction solid waste, but does not include domestic solid waste.

14 *Community residential home* means a location which provides shelter to prisoners placed

15 pursuant to Section 65a of the Michigan Department of Corrections Act, being MCL 791.265a.

16 *Condemnation* means to determine a structure unfit for occupancy.

17 *Condominium* means that portion of a condominium conversion or project designed and

18 intended for separate ownership and use, as described in the master deed, regardless of whether

19 intended for residential, office, industrial, business or recreational use, or use as a time share unit,

20 or any other type of use.

21 *Construction solid waste* means waste from buildings construction, alteration, demolition

22 or repair, and dirt from excavations.

1           *Containment* means a process to protect workers and the environment by controlling  
2 exposure to a dust lead hazard and debris created during lead abatement.

3           *Contaminant* means, but is not limited to, any element, hazardous substance, compound,  
4 or mixture, including disease causing agents, which after release into the environment and upon  
5 exposure, ingestion, inhalation, or assimilation into any organism, either directly from the  
6 environment or indirectly by ingestion through food chains, will or may reasonably be anticipated  
7 to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological  
8 malfunctions, including malfunctions in reproduction, or physical deformations, in such organisms  
9 or their offspring.

10           *Correction notice* means a written notice of a violation that, if not cured within the time  
11 period stated in the notice, will result in the issuance of a blight violation notice.

12           *Courville containers* means receptacles which are 100, 300 or 400 gallons in capacity, are  
13 the property of the City, are provided by the Department of Public Works for use at residential  
14 structures and commercial establishments, and are mechanically emptied.

15   **Sec. 8-15-5. Definitions: D—F.**

16           For purposes of this article, the following words and phrases shall have the meanings  
17 respectively ascribed to them by this section:

18           *Debris* means the remains of an item broken down or destroyed.

19           *Designated transitional housing* means housing which is defined by the United States  
20 Department of Housing and Urban Development, in 24 CFR 577.5 as "transitional housing" or in  
21 24 CFR 583.5 as "supportive housing."

1        *Deteriorated paint* means paint or other surface coating that is cracking, flaking, chipping,  
2 peeling, or otherwise damaged or separating from the substrate of a building component, unless  
3 the deteriorated paint surfaces total no more than:

- 4        (1)     Twenty square feet on exterior surfaces;  
5        (2)     Two square feet in any one interior room or space; or  
6        (3)     Ten percent of the total surface area on an interior or exterior type of component  
7               with a small surface area.

8        *Deteriorated paint violation* means the presence of deteriorated paint, including a surface  
9   *painted with lead-based paint that a young child can mouth or chew and includes evidence of teeth*  
10   *marks, in any residential rental property on which the original construction was completed prior*  
11   *to January 1, 1978.*

12        *Domestic solid waste* means the solid waste resulting from the usual routine of  
13 housekeeping, but does not include commercial solid waste.

14        *Dust-lead ~~hazard~~ violation* means surface dust ~~in a residential dwelling~~ that contains a  
15 concentration of lead at or in excess of the following levels identified by the EPA pursuant to  
16 Section 403 of Title IV of the Toxic Substances Control Act, being 15 USC 2683, or as otherwise  
17 defined by rule in any residential rental property on which the original construction was completed  
18 prior to January 1, 1978:

- 19        (1)     For floors: 10 ug/ft<sup>2</sup>  
20        (2)     For interior windowsills: 100 ug/ft<sup>2</sup>.

21        *Dust wipe samples* means samples collected and tested by a laboratory recognized by the  
22 U.S. Environmental Protection Act pursuant to section 405(b) of the Toxic Substances Control Act  
23 to identify a dust-lead violation. Dust wipe samples shall be collected from each of no more than

1 four rooms. The selection of rooms to be tested, where applicable, shall include at least one  
2 bedroom and the living room. At least one wipe sample shall be taken from a windowsill and one  
3 from a floor in each room. Where there are less than four rooms, all rooms shall be sampled.

4 *Dwelling or dwelling unit* means a single unit providing complete, independent living  
5 facilities occupied, or intended to be occupied, in whole or in part, by one or more persons,  
6 including permanent space and provisions for living, cooking, eating, sanitation, and sleeping.

7 *Emergency* means any condition in a building, premises, or structure that reasonably  
8 constitutes a threat to the public interest, safety, or welfare.

9 *Emergency shelter* means a facility which provides congregate-style temporary lodging  
10 either with or without meals and ancillary services on the premises to primarily the homeless for  
11 more than four weeks in any calendar year but does not provide such lodging to any individual:

12 (1) Who is required because of age, mental disability or other reason to reside either in  
13 a public or in a private institution; or

14 (2) Who is imprisoned or otherwise detained pursuant to either federal or state law, and  
15 excludes an adult foster care facility, designated transitional housing, home for the  
16 aged, a nursing home, a temporary emergency shelter, and a warming center.

17 *Encapsulant* means an ASTM compliant coating that forms a barrier between lead-based  
18 paint and the environment using a liquid-applied coating, with or without reinforcement materials,  
19 or an adhesively bonded covering material.

20 *Encapsulation* means the application of an encapsulant.

21 *Enclosure* means the use of rigid, durable construction materials that are mechanically  
22 fastened to the substrate in order to act as a barrier between lead based paint and the environment.



1           *Environmental contamination* means the release of a contaminant, or the potential release  
2 of a discarded contaminant, in a quantity which is, or may become, injurious to the environment  
3 or to the public health, safety, or welfare.

4           *Environmental investigation* means any health, safety or environmental site assessment,  
5 investigation, study, review, audit, or compliance review conducted at any time concerning any  
6 Real Property or the business operations or activities of any Company or Affiliate of any Company,  
7 including, without limitation:

8           (1)   Air, soil, groundwater or surface water sampling and monitoring;

9           (2)   Repair, cleanup, remediation, or detoxification;

10          (3)   Preparation and implementation of any closure, remedial, spill, emergency or other  
11 plans; and

12          (4)   Any health, safety or environmental compliance audit or review.

13           *EPA RRP Certification* means the Lead Safe Certification for Renovation, Repair, and  
14 Painting certification as provided by the United States Environmental Protection Agency.

15           *Evaluation* means a risk assessment, a lead-hazard screen, a lead-based paint inspection,  
16 paint testing, or a combination of these to determine the presence of lead-based paint hazards or  
17 lead-based paint.

18           *Exterior property* means the open space on the premises and on adjoining premises or  
19 property under the control of owners or operators of such premises and property.

20           *Extermination* means the control and elimination of insects, rats or other pests by  
21 eliminating their harborage places, or by removing or making inaccessible materials that serve as  
22 their food, or by fumigating, poisoning, spraying, trapping or any other approved pest elimination  
23 method, or by a combination thereof.

1        *Facility* means any area, place, parcel or parcels of property, or portion of a parcel of  
2 property where a contaminant in excess of the concentrations that satisfy the cleanup criteria for  
3 unrestricted residential use has been released, deposited, stored, disposed of, or otherwise has come  
4 to be located.

5        *Final decision and order* means a final decision by an administrative hearings officer that  
6 a blight violation does or does not exist and constitutes a judgment for purposes of judicial review  
7 which may be enforced in the same manner as a judgment entered by a court of competent  
8 jurisdiction.

9        *Friction surface* means an interior or exterior surface that is subject to abrasion or friction,  
10 including, but not limited to, certain window, floor, and stair surfaces.

11    **Sec. 8-15-6. Definitions: G—K.**

12        For purposes of this article, the following words and phrases shall have the meanings  
13 respectively ascribed to them by this section:

14        *Garbage* means, as defined by Section 11503 of the Michigan Natural Resources and  
15 Environmental Act, being MCL 324.11503, rejected food wastes including waste accumulation of  
16 animal, fruit, or vegetable matter used or intended for food or that attends the preparation, use,  
17 cooking, dealing in, or storing of meat, fish, fowl, fruit, or vegetable matter.

18        *Geotechnical report* means a report used to define and evaluate the existing geotechnical  
19 condition of the property including the stability and suitability for its current or proposed use,  
20 conducted by a licensed professional engineer or licensed professional geologist with relevant  
21 experience and expertise.

22        *Good repair* means to be properly installed, safe, stable, and maintained sufficiently free  
23 of defects or deterioration so as to be functional for current use.

1           *Graffiti* means any drawing, lettering, illustration, inscription, design, or other marking that  
2 is etched, painted, sprayed, drawn, or otherwise caused to be displayed on the exterior of any  
3 building, premises or structure, but does not mean an art mural or sign as defined in Section 4-1-1  
4 of this Code, building identification under Section 8-15-202 of this Code, any sign permitted by  
5 the Chapter 50 of this Code, Zoning, or any decoration that is part of the architectural design of  
6 the building entrance.

7           *Guard* means a building component, or a system of building components, located at or near  
8 the open sides of elevated walking surfaces that minimize the possibility of a fall from the walking  
9 surface to a lower level.

10           *Habitable space* means space in a structure for living, eating, cooking or sleeping, but does  
11 not mean bathrooms, closets, halls, storage or utility spaces, toilet rooms, or similar areas.

12           *Hazard reduction* means measures designed to reduce or eliminate human exposure to lead-  
13 based paint hazards through methods, including interim controls or abatement or a combination of  
14 the two, or work to remedy any deteriorated paint violation, dust-lead violation, or bare soil  
15 violation.

16           *Hazardous condition* means a condition which may result in the death, injury, or illness of  
17 a person or in severe damage to a building, premises, or structure.

18           *Hazardous substance* means one or more of the following:

- 19           (1) As likewise defined in the Comprehensive Environmental Response,  
20           Compensation, and Liability Act (CERCLA), being 42 U.S.C. § 9601 *et seq.*; and  
21           (2) As likewise defined in Section 2-6-1 of this Code, any chemical or other material  
22           defined as a hazardous substance under Part 201 of the Michigan Natural Resources

1 and Environmental Protection Act, being MCL 324.20101 *et seq.*, and any rules  
2 promulgated thereunder.

3 High-risk geographic areas means geographic areas such as ZIP codes, Census Tracts, or  
4 other geographic units of measurement identified by the Detroit Health Department as exhibiting  
5 disproportionately high rates of elevated blood lead levels among children or disproportionate risk  
6 of lead poisoning to children.

7 *Homeless* means an individual who, or family which, lacks a fixed, regular and adequate  
8 nighttime residence, or whose primary nighttime residence is:

9 (1) A supervised publicly or privately operated shelter designed to provide temporary  
10 living accommodations; or

11 (2) A public or private place not designed for, or ordinarily used as, a regular sleeping  
12 accommodation for human beings.

13 *Hotel* means any building containing guest rooms, which are intended or designed to be  
14 used, rented, or hired out by transient persons or by a transient family.

15 *Household units* means the individual residences of the residents of the City.

16 Housing provider means any entity that owns, master leases, manages, or rents rental  
17 housing in the City, including any agent such as a property management company.

18 ~~HUD Visual Assessment Certification means the Lead Based Paint Visual Assessment~~  
19 ~~Certification as provided by the United States Department of Housing and Urban Development.~~

20 *Imminent danger* means a condition which could cause serious or life-threatening injury,  
21 or death, to persons at any time due to the maintenance, or lack of maintenance, of a building,  
22 premises, or structure.

1           *Impact surface* means an interior or exterior surface that is subject to damage by repeated  
2 sudden force, such as certain parts of door frames.

3           *Impacted resident* means any resident in the affected area whose water supply may be  
4 compromised.

5           *Infestation* means the presence of insects, rats, vermin or other pests within, or contiguous  
6 to, a building, premises, or structure.

7           *Interim controls* means a set of measures designed to temporarily reduce human exposure  
8 or likely exposure to lead-based paint hazards, including, but not limited to, specialized cleaning,  
9 repairs, maintenance, painting, temporary containment, ongoing monitoring of lead-based paint  
10 hazards or potential hazards, and the establishment and operation of management and resident  
11 education programs.

12   **Sec. 8-15-7. Definitions: L—O.**

13           For purposes of this article, the following words and phrases shall have the meanings  
14 respectively ascribed to them by this section:

15           *Labeled* means appliances, devices, equipment, or materials to which has been affixed a  
16 label, seal, symbol or other identifying mark of a nationally recognized testing laboratory,  
17 inspection agency or other organization that is concerned with product evaluation and maintains  
18 periodic inspection of the production of the above-labeled items and by whose label the  
19 manufacturer attests to compliance with applicable nationally recognized standards.

20           *Large movable or stationary containers* means receptacles which are two cubic yards, three  
21 cubic yards, six cubic yards or larger in capacity and are mechanically emptied.

22           *Lead-based paint* means paint or other surface coatings that contain lead equal to or in  
23 excess of 1.0 milligrams per square centimeter or more than 0.5 percent by weight.

1        *Lead-based paint hazard* means any of the following conditions:

2        ~~(1) Any lead-based paint on a friction surface, or on an impact surface, such as~~  
3        ~~windows or doors, unless they are replacement items that were manufactured after~~  
4        ~~1978, or unless a lead inspection is performed by a certified lead inspector or risk~~  
5        ~~assessor to verify that the surfaces do not contain lead-based paint; or~~

6        (1) Any lead-based paint on a friction surface, ~~or on an impact surface,~~ that is subject  
7        to abrasion, such as windows or doors, and where the lead dust levels on the nearest  
8        horizontal surface underneath the friction surface are equal to or greater than the  
9        ~~dust lead hazard levels identified in rules promulgated under the Michigan Lead~~  
10       ~~Abatement Act, being MCL 333.5451 et seq.~~ following levels:

11       a. For floors: 10ug/ft<sup>2</sup>; or

12       b. For interior windowsills: 100 ug/ft ; or

13       (2) Any damaged or otherwise deteriorated lead-based paint on an impact surface that  
14       is caused by impact from a related building component; or

15       (3) An interior or exterior surface painted with lead-based paint that a young child can  
16       mouth or chew and includes an ~~"accessible surface" as defined in Section 4851b(2)~~  
17       ~~of the Residential Lead-Based Paint Hazard Reduction Act, being 42 USC 4851 et~~  
18       ~~seq., provided, that hard metal substrates and other materials, which cannot be~~  
19       ~~dented by the bite of a young child, are not considered chewable~~ evidence of teeth  
20       marks; or

21       (4) Any other deteriorated lead-based paint in or on any residential building or child-  
22       occupied facility; or

(5) Surface dust in a residential dwelling or child-occupied facility that contains lead in a mass-per-area concentration equal to or exceeding the ~~levels established by rules promulgated under the Michigan Lead Abatement Act, being MCL 333.5451 et seq.~~ following levels:

a. For floors: 10ug/ft<sup>2</sup>; or

b. For interior windowsills: 100 ug/ft ; or

(6) Bare soil on residential rental property that contains lead equal to or exceeding the following: ~~levels established by rules promulgated under the Michigan Lead Abatement Act, being MCL 333.5451 et seq.; or~~

a. For a play area: 400 parts per million; or

b. For a non-play area in a residential yard: an average of 1,200 parts per million.

~~(7) A porch that is found to contain more than 40 ug/ft<sup>2</sup>. per square foot of leaded dust.~~

*Lead clearance means:*

(1) A residential dwelling that has undergone interim controls or abatement to reduce or control lead-based paint hazards, and the owner has received a postremedy clearance report from a certified clearance technician or, for interim controls only, a certified inspector or risk assessor; or

(2) The owner of a residential rental property has received report from a certified lead inspector or risk assessor that lead paint exists on the rental property, but there are no lead-based paint hazards on the rental property; or

(3) The owner of a residential rental property has received a report from a certified lead inspector or risk assessor that lead-based paint does not exist on the rental property.

1           *Lead inspection* means a surface-by surface investigation to determine the presence of lead  
2 paint and the provision of a report explaining the results of the investigation.

3           *Let* means to permit, provide or offer possession or occupancy of a dwelling, dwelling unit,  
4 rooming unit, building, premises, or structure by a person who is or is not the legal owner of record  
5 thereof, pursuant to a written or unwritten lease, agreement or license, or pursuant to a recorded or  
6 unrecorded agreement of contract for the sale of land.

7           *Litter* means, as defined by Section 8901 of the Michigan Natural Resources and  
8 Environmental Protection Act, being MCL 324.8901, all rubbish, refuse, waste material, garbage,  
9 offal, paper, glass, cans, bottles, trash, debris, or other foreign substances.

10          *Loft* means a dwelling unit in a building originally constructed for other than residential  
11 use containing one or more rooms or enclosed floor spaces arranged for living, eating, sleeping,  
12 and/or a home occupation, which contains bathroom and kitchen facilities, subject to the conditions  
13 specified in Chapter 50 of the 2019 Detroit City Code, *Zoning*.

14          *Motel* means a building, or a group of buildings, on a single zoning lot, that contains  
15 rooming or dwelling units which may or may not be independently accessible from the outside,  
16 designed for or primarily occupied by transients and may include any such building or building  
17 group that is designated as a hotel, motor lodge, motor inn, or any other name intended for  
18 identification as providing lodging for compensation, and that is with or without a general kitchen  
19 and public dining room for use by the occupants.

20          *Motor vehicle* means any vehicle that is self-propelled and used for transportation of  
21 persons or goods.

22          *Multiple dwelling* means any building containing three or more rooming or dwelling units.



1        *Multiple-use building* means any building containing two or more areas or spaces of  
2 different occupancies.

3        *Noxious weeds* means plants such as Canada thistle (*Cirsium arvense*), dodders (any  
4 species of *Cuscuta*), mustards (charlock, black mustard and Indian mustard, species of *Brassica* or  
5 *Sinapis*), wild carrot (*Daucus carota*), bindweed (*Convolvulus arvensis*), perennial sowthistle  
6 (*Sonchus arvensis*), hoary alyssum (*Berteroa incana*), giant hogweed (*Heracleum*  
7 *mantegazzianum*), ragweed (*Ambrosia elatior* L.) and poison ivy (*Rhus toxicodendron*), poison  
8 sumac (*toxicodendron vernix*), or other plant which, in the opinion of the Public Health Director,  
9 is regarded as a common nuisance.

10       *Nursing home* means a facility which provides organized nursing care and medical  
11 treatment to seven or more unrelated individuals suffering or recovering from illness, injury or  
12 infirmity, and which is not a unit in a correctional facility that is operated by the Michigan  
13 Department of Health and Human Services.

14       *Occupancy* means the purpose for which a building or structure is utilized or occupied.

15       *Occupant* means any individual living or sleeping in a building or structure, or having  
16 possession of a space within a building or structure.

17       *Openable area* means that part of a window, skylight, or door which is available for  
18 unobstructed ventilation and which opens directly to the outdoors.

19       *Operations with heavy equipment utilization* means operations that utilize heavy  
20 construction or earth-moving equipment or that includes docks or wharves, waterway  
21 shipping/freighters.

22       *Operator* means any person who is in charge, or has the care or control of a building,  
23 premises or structure, which is let, offered or rented for occupancy.

1           *Owner* means any person, agent, operator, firm or corporation having a legal or equitable  
2 interest in the building, premises or structure, or is recorded in the official records of the state, the  
3 County, or the City as holding title to the building, premises or structure, or otherwise has the legal  
4 responsibility for the control and maintenance of the building, premises or structure, including the  
5 conservator or guardian of the estate of any such person, the executor or administrator of the estate  
6 of such person where ordered to take possession of a building, premises, or structure by a court,  
7 or is the taxpayer of record.

8   **Sec. 8-15-8. Definitions: P—R.**

9           For purposes of this article, the following words and phrases shall have the meanings  
10 respectively ascribed to them by this section:

11           *Permanent* means an expected design life of at least 20 years.

12           *Person* means an individual, partnership, firm, company, corporation, association, sole  
13 proprietorship, limited liability company, joint venture, estate, trust, or any other legal entity.

14           *Portable containers* means receptacles which are not more than 30 gallons in capacity and  
15 are manually emptied.

16           *Post-remedy clearance report* means a report from a certified clearance technician, for  
17 interim controls only, or a certified lead inspector or certified risk assessor that:

- 18           (1)   Identifies ~~the~~ any deteriorated paint violation, dust-lead violation, or bare soil  
19               violation or lead-based paint hazards in the rental property; and  
20           (2)   Certifies that the deteriorated paint violation(s), dust-lead violation(s), or bare soil  
21               violation(s) or lead-based paint hazards have been abated or reduced by interim  
22               controls pursuant to standards under the Michigan Lead Abatement Act, being MCL  
23               333.5451 *et seq.*

1        *Premises* means a lot, plot or parcel of land, including any buildings or structures thereon.

2        *Property* means real property, including attachments and fixtures.

3        *Public Health Director* means the Director and Health Officer of the Detroit Health  
4 Department.

5        *Rat control* means the distribution of rat poison or the setting of rat traps or fumigation or  
6 such other methods of rat eradication as may be approved by the Public Health Director.

7        *Rat harborage* means any condition under which rats may find shelter or protection.

8        *Ratproof or ratproofing* means a form of construction which will prevent the ingress or  
9 egress of rats to or from a given space or buildings, or will prevent rats from gaining access to  
10 food, water or harborage and consists of closing and keeping closed by the use of material  
11 impervious to rat gnawing of every opening in foundations, basements, cellars, exterior and  
12 interior walls, ground or first floors, roofs, sidewalk gratings, sidewalk openings and other places  
13 that may be reached and entered by rats by climbing, burrowing or other methods.

14        *Reduction or reduce* means measures designed to reduce or eliminate human exposure to  
15 lead-based paint hazards through methods, including, but not limited to, interim controls and  
16 abatement.

17        *Release* means any spilling, leaking, pumping, pouring, emitting, emptying, discharging,  
18 injecting, escaping, leaching, dumping, or disposing of a contaminant into the environment.

19        *Rental property* means a non-owner occupied dwelling unit or dwelling units that:

- 20        (1) Is or are let or occupied by persons, including a family member of the owner,  
21            pursuant to an oral or written rental contract, or lease, or other oral or written  
22            agreement or understanding for occupation, with ~~or without~~ monetary  
23            compensation; or

1 (2) Will be offered for occupancy under an oral or written rental contract or lease, or  
2 other oral or written agreement or understanding for occupation, with or without  
3 monetary compensation to any person; or

4 (3) Is or are contained within a building with two or more dwelling units that are not  
5 occupied by the owner; or

6 (4) ~~Has or have been~~ Is advertised to the public or ~~previously~~ registered with the City  
7 as rental property.

8 *Repeat offense* means a second, or any subsequent, blight violation determination regarding  
9 a blight violation notice that is made within one year for the same blight violation, except for a  
10 determination by an administrative hearings officer that a person is not responsible for a blight  
11 violation for the first or subsequent violation.

12 *Residential structure* means the household units of the residents of the City.

13 *Response activity* means, as likewise defined in Section 20101(1) of NREPA, being MCL  
14 324.20101(1) evaluation, interim response activity, remedial action demolition, providing an  
15 alternative water supply, or the taking of other actions necessary to protect the public health, safety  
16 or welfare, or the environment or the natural resources, and includes health assessments or health  
17 effect studies carried out under the supervision or with the approval of the Department of  
18 Community Health and enforcement actions related to any response activity.

19 *Retaliatory action* means any action that materially alters the terms of the tenancy of the  
20 premises such as an increase in rent, termination of a lease or tenancy, or interference with the  
21 tenants' occupancy or use of the premises. Any action that materially alters the terms of the tenancy  
22 that takes place within 90 days of a tenant taking an action or attempting to take an action protected  
23 by Subsection 8-15-87(a)(2) of this Code is presumed to be a retaliatory action for the purposes of

1 Section 8-15-11, unless the owner can establish by a preponderance of the evidence that the action  
2 was not taken to retaliate against the tenant.

3 *Risk assessment* means both of the following:

- 4 (1) An on-site investigation conducted by a certified risk assessor to determine the  
5 existence, nature, severity, and location of a lead-based paint hazard; and  
6 (2) The provision of a report by the person conducting the risk assessment explaining  
7 the results of the investigation and options for reducing the lead-based paint hazard.

8 *Rooming house* means a building arranged or occupied for lodging, with or without meals,  
9 for compensation and not occupied as a one- or two-family dwelling.

10 *Rooming unit* means any room, or group of rooms, that form a single habitable unit  
11 occupied, or intended to be occupied, for sleeping or living, but not for cooking purposes.

12 *Rubbish* means, as defined by Section 11505 of the Michigan Natural Resources and  
13 Environmental Act, being MCL 324.11505, non-putrescible solid waste, excluding ashes,  
14 consisting of both combustible and noncombustible waste, including paper, cardboard, metal  
15 containers, yard clippings, wood, glass, bedding, crockery, demolished building materials, or litter  
16 of any kind that may be a detriment to the public health and safety.

17 **Sec. 8-15-9. Definitions: S—Z.**

18 For purposes of this article, the following words and phrases shall have the meanings  
19 respectively ascribed to them by this section:

20 *Sanitary condition* means a clean condition which guards against disease, illness or  
21 infection, or the growth of harmful bacteria.

22 *Seawall report* means a report prepared by a licensed professional civil engineer with  
23 relevant experience and expertise, to provide data on the structural integrity of the seawall above

1 and below the water. The underwater portion of the assessment may be completed by camera,  
2 drone, diver, or other methods determined appropriate by a licensed professional civil engineer.

3 *Secured by other than normal* means a building secured in a manner other than one used in  
4 the construction, design, or approved plans for the building, or other than as required by Section  
5 8-15-113 of this Code.

6 *Shelter* means either an emergency shelter or a shelter for victims of domestic violence.

7 *Shelter for victims of domestic violence* means a residential facility which provides  
8 temporary accommodation and support to victims of domestic violence either with or without their  
9 minor children, and which is operated by a non-profit, charitable, or a religious agency that meets  
10 the precontract standards of the Michigan Domestic Violence Prevention and Treatment Board,  
11 but does not include an adult foster care facility, a community residential home, or a substance  
12 abuse service facility.

13 *Solid waste* means any material defined as a solid waste within the meaning of Section  
14 11506 of the Natural Resources and Environmental Protection Act, being MCL 324.11506, and  
15 includes debris, garbage, litter, and rubbish, as defined by this section.

16 *Structure* means that which is built or constructed.

17 *Substance abuse service facility* means an establishment which is used on an outpatient  
18 basis for the dispensing of compounds or prescription medicines directly to persons that have drug  
19 or alcohol abuse problems, but excludes a generally recognized pharmacy or licensed hospital that  
20 dispenses prescription medicines.

21 *Substantial number of limited Englishspeaking persons* means persons who are members  
22 of a population that constitutes at least five percent or 10,000 residents who speak a shared  
23 language other than English, as those languages are determined based on a variety of relevant

sources, including, but not limited to, United States Census data, intake data collected by City departments, and data on telephonic language translation service requests or usage.

*Temporary Certificate of Compliance* means a certificate issued by the Buildings, Safety Engineering, and Environmental Department stating that a building, premises, or structure, or a portion thereof, has been found to be safe for its intended purpose and use, is in substantial compliance with this article, and provides for an expiration date of less than six months from the date of issuance that is conditionally extendable in writing by the Building Official.

*Temporary emergency shelter* means a building which is opened on an urgent basis to provide shelter for the homeless from the elements for not more than four weeks in any calendar year, including those operated in concert by churches and other religious organizations that permit the homeless to utilize their facilities as a place of lodging on a weekly rotating basis.

*Tenant* means a person, corporation, partnership or group, whether or not the legal owner of record, who or which occupies a building or structure.

*Threat of release* means any circumstance that may reasonably be anticipated by determination of a City department inspector to cause a release.

*Toilet room* means a room containing a water closet or urinal, but not a bathtub or shower.

*Townhouse* means a single-family dwelling unit constructed in a group of three or more attached units in which each unit extends from foundation to roof and with no side yards except end units which have one side yard.

*Vacant building* means a building or structure that is unoccupied for more than 30 days, is unsecured, is secured by other than normal means, as defined in this section, is illegally occupied, or poses an imminent danger to the health and safety of surrounding residents and properties or to the general public by being unsafe as determined by an authorized local official, including, but not

1 limited to, the existence of a fire hazard, a collapsed or dilapidated portion, the loss of a utility, or  
2 an unsanitary condition.

3 *Ventilation* means the natural or mechanical process of supplying conditioned or  
4 unconditioned air to, or removing such air from, any space.

5 *Vermin* means small animals, such as mice, and insects, such as bedbugs and lice, that tend  
6 to occur in great numbers, are difficult to control, and are offensive as well as injurious.

7 *Violation* means any condition that is a violation of this article, or any act that is prohibited  
8 or made or declared to be a blight violation by any section of this article, and any omission or  
9 failure to act where the act is required by any section of this article.

10 *Violator* means a person who is responsible for a blight violation.

11 *Visual assessment* means a visual examination conducted according to the U.S. Department  
12 of Housing and Urban Development Visual Assessment Guidelines for, as applicable:

13 (1) Deteriorated paint;

14 (2) Visible surface dust, debris and residue; or

15 (3) Bare soil within the dripline of a rental property.

16 Visual assessment also means the provision of a report explaining the results of such an  
17 examination.

18 *Warming center* means a facility which is not designed for lodging and is operated for the  
19 purpose of sheltering the transient homeless from the elements for brief intervals during any 24-  
20 hour period.

21 *Waterbody* means any surface water of the state, as likewise defined in the Michigan  
22 Administrative Code R 323.1044(u), and includes:

23 (1) The Great Lakes and their connecting waters;



- (2) All inland lakes;
- (3) Rivers;
- (4) Streams;
- (5) Impoundments;
- (6) Open drains;
- (7) Wetlands; and
- (8) Other surface bodies of water within the confines of the state. Drainage ways and ponds used solely for wastewater conveyance, treatment, or control are expressly excluded from this definition.

*Waterbody barrier* means humanplaced material including but not limited to dikes, seawalls, riprap, and other shoreline embankments used to armor shorelines, streambeds, bridge abutments, pilings, and other shoreline structures against scour, water, and wave or ice erosion.

*Waterbody property* means any real property that abuts any portion of a Waterbody. set forth by the State of Michigan or its subsidiaries or agencies.

*Workmanlike* means constructed or repaired in a skilled professional manner, for example, work that is generally plumb, level, square, in line, undamaged and without marring adjacent work and generally in compliance with any applicable requirements of the Michigan Construction Codes enacted pursuant to Section 4 of the Stille-DeRossett-Hale Single State Construction Code Act, being MCL 125.1504.

*Yard* means an unobstructed open space on the same lot with a building or structure.

**Sec. 8-15-11. Civil fines for violations of article.**

(a) The following schedule of civil fines shall be assessed and paid at the Department of Appeals and Hearings for the specified violation of this article:

	First Offense	Second Repeat Offense	Third and Subsequent Repeat Offense
<b>I. Failure to meet a requirement of this article, except as otherwise specified in this section:</b>			
One- or two-family dwelling	\$50.00	\$100.00	\$200.00
All other structures, except buildings with five or more stories	\$100.00	\$200.00	\$500.00
Buildings with five or more stories	\$200.00	\$500.00	\$1,000.00
All other structures, except buildings with five or more stories	\$100.00	\$200.00	\$500.00
Collection boxes	\$200.00	\$500.00	\$1,000.00
<b>II. Failure to comply with an emergency or imminent danger order concerning an emergency condition, an imminent danger, an unsafe or unsanitary condition, or unlawful occupancy.</b>			
One- or two-family dwelling	\$500.00	\$1,000.00	\$1,500.00
All other structures, except buildings with five or more stories	\$1,000.00	\$1,500.00	\$2,000.00
Buildings with five or more stories	\$1,500.00	\$3,000.00	\$5,000.00
Collection boxes	\$1,500.00	\$3,000.00	\$5,000.00
III. Failure of the owner to obtain a Certificate of Compliance in violation of Section 8-15-35 or 8-15-82(a) of this Code.	<del>\$250.00</del> \$400.00	<del>\$500.00</del> \$650.00	<del>\$1,000.00</del> \$1,150.00
IV. Failure of the owner to obtain a Certificate of Registration for Vacant Property in violation of Section 8-15-45 of this Code.	<del>\$250.00</del> \$400.00	<del>\$375.00</del> \$525.00	<del>\$500.00</del> \$650.00
V. Failure of the owner to obtain a Certificate of Registration of Rental Property in violation of Section 8-15-81 of this Code.	<del>\$250.00</del> \$400.00	<del>\$350.00</del> \$500.00	<del>\$500.00</del> \$650.00
<b>VI. Failure to <del>obtain a Lead Clearance</del> comply with lead safety requirements for Rental Property in violation of Section 8-15-82(d) of this Code or use of retaliatory action in violation of Section 8-15-88 of this Code.</b>			
One- or two-family dwelling	<del>\$500.00</del> \$650.00	<del>\$1,000.00</del> \$1,150.00	<del>\$2,000.00</del> \$2,150.00

All other structures, except buildings with five or more stories	\$1,000.00	\$2,000.00	\$4,000.00
Buildings with five or more stories	\$2,000.00	\$4,000.00	\$8,000.00
VII. Failure to <del>obtain a Lead Clearance</del> <u>comply with lead safety requirements</u> for Rental Property in violation of Section 8-15-82(d) of this Code, and tenant under six years of age with elevated blood level as determined by the Detroit Health Department or Michigan Department of Health and Human Services.			
One- or two-family dwelling	\$2,500.00	\$3,500.00	\$4,500.00
All other structures, except buildings with five or more stories	\$3,500.00	\$4,500.00	\$5,500.00
Buildings with five or more stories	\$4,500.00	\$7,500.00	\$10,000.00
VIII. Failure to remove snow or ice in violation of Section 8-15-103 of this Code.			
One- or two-family dwelling	\$50.00	\$125.00	\$250.00
All other buildings, premises, or structures with five or more stories	\$100.00	\$250.00	\$500.00
IX. Weeds or plant growth in violation of Section 8-15-104 of this Code.	\$50.00	\$125.00	\$250.00
X. Rodent harborage in violation of Section 8-15-105 of this Code.	\$100.00	\$250.00	\$500.00
XI. Failure to remove inoperable or unlicensed motor vehicle from premises in violation of Section 8-15-110 of this Code.	\$100.00	\$250.00	\$500.00
XII. Failure to maintain a vacant building or structure in accordance with the requirements of Section 8-15-113 of this Code			
One- or two-family dwelling	\$500.00	\$750.00	\$1,000.00
All other structures, except buildings with five or more stories	\$750.00	\$1,250.00	\$1,500.00
Buildings with five or more stories	\$1,000.00	\$2,000.00	\$3,000.00
XIII. Failure to maintain a collection box or related premises in accordance with the requirements of Section 8-15-521 of this Code.	\$1,000.00	\$2,000.00	\$3,000.00

XIV. Failure to obtain a Certificate of Collection Box Maintenance in violation of Section 8-15-531 of this Code.	\$250.00	\$500.00	\$1,000.00
XV. Failure of the owner to obtain a Certificate of Registration of Waterbody Barrier in violation of Section 8-15-552 of this Code.	\$250.00	\$500.00	\$1,000.00

1

2 (b) In the case of a firm or a partnership, the civil fine may be imposed upon the  
3 partnership or members thereof and, in the case of a corporation, the civil fine may be imposed  
4 upon the officers thereof.

5 (c) The imposition of a civil fine, or the payment of the same, under this section shall  
6 not be construed as excusing or permitting the continuance of any violation of this article.

7 (d) A civil fine that is paid before the administrative hearing date shall be reduced by  
8 ten percent.

9 (e) A civil fine that is paid after the administrative hearing date shall be increased by  
10 ten percent.

11 (f) A civil fine that is paid on the administrative hearing date neither shall be reduced  
12 nor shall be increased.

13 (g) Pursuant to Section 4q(13) of the Michigan Home Rule City Act, being MCL  
14 117.4q(13), and Section 3-2-52(a)(6) of the 2019 Detroit City Code, Blight Administrative  
15 Hearings Bureau hearings officers shall impose a justice system assessment fee for each blight  
16 violation determination.

17 (h) Pursuant to Section 3-2-55(b) of the 2019 Detroit City Code, each blight violation  
18 notice shall be subject to an administrative processing and adjudication fee established by the  
19 Director of the Department of Appeals and Hearings and approved by the City Council.

1 (i) Pursuant to Section 4q(3) of the Michigan Home Rules City Act, being MCL  
2 117.4q(3), and Section 3-2-52(4) of the 2019 Detroit City Code, a hearings officer at the Blight  
3 Administrative Hearings Bureau may waive a fine for a blight violation at an owner-occupied  
4 dwelling, or for an owner who is verified as "low income," provided, that such owner is a first-  
5 time violator of the Code and the violator has corrected the circumstances of the violation. For  
6 purposes of this subsection, an owner shall qualify as "low income:"

7 (1) Where the owner establishes that his or her household income is at or below 50  
8 percent of the median household income for the City of Detroit as determined by  
9 the most recent United States Census;

10 (2) Where the owner has been granted eligibility for the Detroit Homeowners Property  
11 Exemption; or

12 (3) Where the owner meets criteria that the Director of the Buildings, Safety  
13 Engineering, and Environmental Department may promulgate, in his or her  
14 discretion, in accordance with Section 2-111 of the Charter.

15 (j) Provided the property owner or agent has remedied the violation for which a civil  
16 fine has been issued, a hearings officer at the Department of Appeals and Hearings may reduce by  
17 up to 50 percent the amount of such civil fine for:

18 (1) Failure of the owner to obtain a Certificate of Compliance in violation of Section  
19 8-15-35 or Subsection 8-15-82(a) of this Code;

20 (2) Failure of the owner to obtain a Certificate of Registration of Rental Property in  
21 violation of Section 8-15-81 of this Code; or

22 (3) Failure to comply with lead safety requirements for Rental Property in violation of  
23 Section 8-15-82(d) of this Code.

1       (k) If an owner or responsible party does not pay a civil fine or costs assessed pursuant  
2 to Subsection (a) of this section, the City may file a lien against the property for any unpaid amount  
3 in the manner described in Sections 4r(1) and 4r(2) of the Michigan Home Rule City Act, being  
4 MCL 117r(1) and (2). Nothing in this section shall be interpreted to limit any option otherwise  
5 available to the City under law to enforce a judgment or collect a civil fine.

6       (l) Pursuant to 4r(3) of the Michigan Home Rule City Act, being MCL 117.4r(3), a  
7 lien recorded in accordance with Subsection (k) of this section may be enforced in the same manner  
8 as are liens for delinquent taxes under the General Property Tax Act, MCL 211.1 to 211.155.  
9 Provided, however, a lien recorded against a property that is eligible to be exempt as a principal  
10 residence under Section 7cc of the General Property Tax Act, being MCL 211.7cc, is not subject  
11 to forfeiture, foreclosure, and sale under Sections 78 to 79a of the General Property Tax Act, being  
12 MCL 211.78 to 211.79a, for nonpayment of a civil fine or costs unless the property is also subject  
13 to forfeiture, foreclosure, and sale under sections 78 to 79a of the General Property Tax Act, being  
14 MCL 211.78 to 211.79a, for delinquent property taxes. Nothing in this section shall be interpreted  
15 to limit the City's ability to waive or reduce all or a portion of the unpaid amounts associated with  
16 a lien for civil fines recorded in the manner prescribed in this section upon a determination by the  
17 Buildings, Safety Engineering, and Environmental Department that the owner or responsible party  
18 has corrected all underlying violations associated with the civil fine at the owner or responsible  
19 party's own expense.

## 20                   **DIVISION 2. ADMINISTRATION AND ENFORCEMENT**

### 21       **Sec. 8-15-33. Fees.**

22       (a) In accordance with Section 9-507 of the Charter, the Director of the Buildings,  
23 Safety Engineering, and Environmental Department is authorized to establish necessary fees with

1 the approval of the City Council, through adoption of a resolution, for the cost of registration,  
2 certificates, inspections, re-inspections, and other fees that are required ~~by~~ to administer the  
3 provisions of this article. The fees that are authorized by this subsection shall cover the costs that  
4 are incurred by the Buildings, Safety Engineering, and Environmental Department when rendering  
5 such services in the administration and enforcement of this article.

6 (b) After adoption of a resolution by the City Council and approval of the resolution  
7 by the Mayor, the fees provided for in Subsection (a) of this section shall be:

8 (1) Published in a daily newspaper of general circulation and in the Journal of the City  
9 Council;

10 (2) Made available at the Buildings, Safety Engineering, and Environmental  
11 Department and at the Office of the City Clerk; and

12 (3) Reviewed by the Director of the Buildings, Safety Engineering, and Environmental  
13 Department at least once every two years.

14 (c) The fees that are prescribed by this section shall be paid to the Buildings, Safety  
15 Engineering, and Environmental Department.

16 (d) When any fees adopted in accordance with this section and charged to a property  
17 owner or its agent remain unpaid after 30 days, the City may file a lien against the property that  
18 may be enforced in the same manner as are liens for delinquent taxes under the General Property  
19 Tax Act, MCL 211.1 to 211.155 provided, however, the limitations on enforcement in this manner  
20 against certain owners or responsible parties in Section 8-15-11(k) are applicable.

**Sec. 8-15-35. Certificate of Compliance required; violation for failure to obtain; temporary certificate and modifications.**

(a) The following buildings and structures shall be required to have a Certificate of Compliance issued by the Buildings, Safety Engineering, and Environmental Department:

(1) All buildings and structures required to be inspected pursuant to Section 8-15-34(d) of the City Code, excluding collection boxes, which, instead, require a Certificate of Collection Box Maintenance; and

(2) One- and two-family dwellings, or any part of a residential structure, which are occupied by persons pursuant to an oral or written rental contract or lease agreement for monetary compensation. This requirement shall not include one-family dwellings which are occupied by the owner of the structure and the owner's immediate family and those portions of a two-family dwelling which are occupied by the owner and the owner's immediate family.

(b) As required by this article, a Certificate of Compliance for a building or structure shall be issued, upon inspection, by the Buildings, Safety Engineering, and Environmental Department, correction of any violations, and a determination by the Buildings, Safety Engineering, and Environmental Department that the building or structure is in compliance with this article, including, but not limited to, the standards in Section 8-15-36(a) of the City Code.

(c) The Certificate of Compliance, which is issued by the Buildings, Safety Engineering, and Environmental Department pursuant to this article, shall be posted in a conspicuous place within the building or structure and be readily available for inspection with the exception of Certificates of Compliance issued for one and two-family rental dwellings. Certificates of Compliance for one- and two-family rental dwellings shall be maintained by the



owner and made available upon request by the Building Official or the Public Health Director, or their authorized local officials or designees, or by any current or prospective tenant.

(d) Subject to Section 8-15-81 of this Code, it shall be unlawful to occupy or use a building, premises, or structure required to have a Certificate of Compliance under this article, or cause same to be occupied, without the required Certificate of Compliance for the building, premises, or structure. Upon the issuance of either a blight violation notice or a determination by a court of competent jurisdiction that a violation of this article exists with respect to the building, premises, or structure, and a finding that the building, premises, or structure is unsatisfactory for human habitation, the Building Official or Public Health Director may order such building, premises, or structures vacated.

(e) Whenever there are practical difficulties involved in carrying out the provisions of this article, the Building Official shall have the authority to issue a Temporary Certificate of Compliance or grant modifications for individual cases, provided, that the Building Official shall first find a specific reason that:

(1) Would make the strict letter of this article impractical;

(2) The modification from the requirement is in compliance with the intent and purpose of this article; or

(3) Such modification does not lessen any health and safety requirements of any provision of state law, of this article, or of the 2019 Detroit City Code as determined by the appropriate City official.

(f) The details of any action granting a modification from this article shall be recorded, entered, and maintained in the records of the Buildings, Safety Engineering, and Environmental Department.

**Sec. 8-15-36. Suspension or denial of Certificate of Compliance; revocation.**

(a) The Building Official may suspend or deny a Certificate of Compliance or a Temporary Certificate of Compliance for a property where the owner either fails to comply with one or more blight violation notices or any other type of violation notice lawfully issued by the Building Official or the Buildings, Safety Engineering, and Environmental Department describing a violation of this article on that property, or owes property taxes on that property that have been delinquent for one year or more. For purposes of this subsection, taxes on a property shall not be considered delinquent where the owner has a valid tax repayment plan for that property with the Wayne County Treasurer, has made all scheduled payments in accordance with that plan, and provides the Buildings Safety Engineering, and Environmental Department with documentation establishing that the owner has made all scheduled payments in accordance with the plan. The suspension or denial of a Certificate of Compliance shall be by written notice to the owner of the building, premises or structure, or his or her legal representative, and contain the specific reason(s) for the suspension or denial. In addition, a Certificate of Compliance may be denied by the Building Official where an owner fails to respond within 60 days after written notice of a required inspection under Section 8-15-34(d) of this code.

(b) An owner aggrieved by the suspension or denial of a Certificate of Compliance shall be entitled to a hearing before a hearing officer designated by the Director of Department of Appeals and Hearings. A request for a hearing on the suspension of a Certificate of Compliance shall be in writing addressed to the Director of the Buildings, Safety Engineering, and Environmental Department and must be made within seven days after the date of the notice of suspension or denial of the Certificate. A hearing pursuant to a timely request shall be scheduled at the earliest possible date, but not sooner than seven or later than 30 days after the receipt of the

1 request for a hearing. The Buildings, Safety Engineering, and Environmental Department shall  
2 notify the owner and the appropriate City departments of the hearing at least seven days prior to  
3 the hearing. The hearing may be adjourned only by agreement of the parties or, upon cause shown,  
4 by order of the Director of the Buildings, Safety Engineering, and Environmental Department or  
5 the hearing officer.

6 (c) At the hearing, the Buildings, Safety Engineering, and Environmental Department  
7 shall present relevant evidence to show the owner's failure to comply with the requirements of this  
8 article. The owner shall be given an opportunity at the hearing to present relevant evidence in  
9 support of the continuation or issuance of the Certificate of Compliance. A decision based upon  
10 preponderance of the evidence shall be issued in writing to the Buildings, Safety Engineering, and  
11 Environmental Department and to the owner within ten days after the hearing.

12 (d) Where the owner does not request a hearing within the seven day period after  
13 receiving notice of suspension or denial of the Certificate of Compliance, the suspension or denial  
14 shall be deemed final seven days after the date of notice of suspension or denial of the Certificate  
15 of Compliance. Where the owner requests a hearing but does not appear, the suspension or denial  
16 of the Certificate of Compliance shall be deemed final and effective at the end of the business day  
17 on which the hearing was scheduled. Where a hearing is conducted but the decision sustains the  
18 suspension or denial of the Certificate of Compliance, the suspension or denial of the Certificate  
19 of Compliance shall be deemed final and effective at the end of the business day on which the  
20 decision was issued. When suspension of a Certificate of Compliance becomes final and effective,  
21 the Certificate of Compliance shall be considered revoked.

22 (e) The hearing shall be conducted in accordance with the procedural administrative  
23 rules that are promulgated in accordance with Section 2-111 of the Charter.

1           (f)     Upon final suspension or denial of a Certificate of Compliance, as provided for in  
2     Subsection (d) of this section, the Buildings, Safety Engineering, and Environmental Department  
3     shall deliver, to any known tenant at the subject property, written notice that the owner's Certificate  
4     of Compliance has been suspended or denied. Notice may be delivered via U.S. Mail, via electronic  
5     mail, via text message, or in person. The notice shall specify that any rents due to the owner shall  
6     be paid into an escrow account, in accordance with Section 8-15-82(d) of this Code, until a  
7     Certificate of Compliance has been obtained by the owner.

8     **Sec. 8-15-47. Issuance of correction notice or blight violation.**

9           (a)     An authorized local official shall issue either a correction notice or a blight violation  
10    to the owner or operator of a premises, or any persons having interest in the property, in violation  
11    of this article. The correction notice or blight violation shall be served in the manner required by  
12    Section 3-2-25(2) of the 2019 Detroit City Code.

13          (b)     Subject to Section 4(q) of the Michigan Home Rule City Act, being MCL 117.4(q),  
14    Section 3-2-24 of the 2019 Detroit City Code and Section 8-15-45 of this Code, and Subsection  
15    (c) of this section, the recipient of a correction notice shall have seven days to cure all violations  
16    that are listed in a correction notice.

17          (c)     The correction notice may provide a shorter period to cure conditions that create an  
18    emergency or present an imminent danger to health or safety. The Buildings, Safety Engineering  
19    and Environmental Department may adopt rules establishing circumstances where a cure period  
20    of longer than seven days may be provided. The cure period shall be stated in the correction notice.

21          (d)     An authorized local official shall issue a blight violation under the following  
22    circumstances:

1           (1)     Where the recipient of a correction notice fails to cure the violation within the  
2                     applicable cure period after service of a correction notice.

3           (2)     Where the recipient of a correction notice disputes a violation identified on a  
4                     correction notice; and

5           (3)     Where, in the authorized local official's exercise of judgment and discretion  
6                     pursuant to rules adopted by the Department, the violation is of such a nature as to  
7                     be substantially serious, chronic, or willful.

8     **Sec. 8-15-48. Curing or disputing correction notice; right of entry by City to abate public**  
9     **nuisance; obstruction of City employees and agents prohibited.**

10          (a)     Where the recipient of a correction notice has not cured the violations within the  
11                     cure period stated in the notice, or disputed the notice, in addition to powers granted in this article,  
12                     including Sections 8-15-40 and 8-15-42 of this Code, the City, through its authorized employees,  
13                     agents, or contracted parties, may enter upon the premises and abate the public nuisance by means  
14                     determined by the City.

15          (b)     A recipient of a correction notice may dispute the notice by contacting the  
16                     Buildings, Safety Engineering and Environmental Department in the manner specified in the  
17                     correction notice, which shall be established by rule adopted by the Department. Where notice of  
18                     a dispute is allowed by telephone, the Department shall establish a method to verify and track  
19                     receipt of correction notices that are disputed via telephone.

20          (c)     Where a correction notice is disputed by the recipient, the City's right of entry under  
21                     this section shall be suspended until a blight violation proceeding has determined that a blight  
22                     violation exists or a court has determined that a violation of this article or public nuisance exists.

1           (d)     Where the correction notice is not disputed by the recipient within the cure period,  
2     the opportunity to object to the City's entry to cure the violation and abate the public nuisance is  
3     deemed waived.

4           (e)     Upon a blight violation determination that the owner or operator, or any persons  
5     having interest in the property, are responsible for a blight violation, the City, through its authorized  
6     employees, agents, or contracted parties, may enter upon the premises and abate the public  
7     nuisance by means determined by the City.

8           (f)     Authorized City employees and agents, or contracted parties, shall be granted free  
9     access to and from the premises, as defined in Section 8-15-8 of this Code, for the work necessary  
10    to accomplish abatement of any violation of this article that is found to exist. Any person who  
11    obstructs or prevents a City employee from performing such work is subject to issuance of a  
12    misdemeanor under Section 31-2-2 of the 2019 Detroit City Code.

13    **Sec. 8-15-49. Costs of abatement; collection of costs for City abatement of public nuisances.**

14           The entire cost of abatement actions taken, or caused to be taken, pursuant to Section 8-  
15    15-48 of this Code shall be paid by the owner. The City's costs, including administrative fees, labor  
16    and materials, to secure compliance with a blight violation order or to abate a public nuisance  
17    under this article may be included in a blight violation determination. In accordance with Section  
18    8-15-11 and 8-15-12 of this Code, the City may use all available remedies to secure compliance  
19    and payment, except where limited or prohibited by law.

1                   **DIVISION 3. REQUIREMENTS FOR RENTAL PROPERTY**

2                                   **Subdivision A. In General**

3   **Sec. 8-15-81. Registration of rental property.**

4           (a)    The owners or agents of rental property shall register all such dwellings with the  
5   Buildings, Safety Engineering, and Environmental Department and obtain a Certificate of  
6   Registration of Rental Property as provided for in this section. Application for the Certificate of  
7   Registration of Rental Property shall be made on forms provided by the Department and shall  
8   contain:

- 9           (1)    The location and use of the rental property;
- 10          (2)    The name, address, email address, telephone number, and, if an individual, the  
11                  driver's license number or state identification number of the rental property owner  
12                  applicant, and, if a corporation or other legal entity, the name, address, email  
13                  address, and telephone number of the property manager and the resident agent;
- 14          (3)    Information listed in Subsection (a)(2) of this section for each partner, corporate  
15                  officer, or any other person having any interest in the rental property;
- 16          (4)    The names, addresses, email addresses, and telephone numbers of any persons or  
17                  firms, other than the owner or owners, who are responsible for property  
18                  maintenance, or a person who is a caretaker of the rental property pursuant to  
19                  Section ~~8-15-86~~ 8-15-84 of this Code, and a 24-hour emergency number to contact  
20                  a responsible person or caretaker of the rental property; and
- 21          (5)    Whether the rental property is listed on the lead safe housing registry established  
22                  under Section 5474b of the Michigan Lead Abatement Act, Part 54A of the  
23                  Michigan Health Code, being MCL 333.5474b.

(b) It shall be unlawful for any person to provide false information on an application for a Certificate of Registration of Rental Property required by this section.

(c) Certificates of Registration of Rental Property, once received, shall be valid until there is a change in ownership, or a change of use, of the rental property.

(d) The Buildings, Safety Engineering, and Environmental Department shall maintain a registry of owners and rental property governed by this section. The Department may combine this registry with the registry required by Section 8-15-82(e.g.) of this Code.

(e) The owner of a property registered pursuant to this section, or its agent, are required to notify the Department of any changes to the owner's or agent's address, email address, or telephone number within 30 days of such change. The Department shall update the registry or registries described in Subsection (d) of this section with such changes.

(f) Where rental property required to be registered under this section is sold or otherwise transferred to a new owner, the Certificate of Registration of Rental Property issued the previous owner shall expire on the date of the sale or transfer and, within 90 days after the sale or transfer of the rental property, the new owner shall apply for a Certificate of Registration in the manner prescribed in this section.

(g) The Department may adopt and charge owners a reasonable annual fee to maintain the registry and to cover the costs of administering the provisions of this division.

**Sec. 8-15-82. Inspection of ~~registered~~ rental property; Certificate of Compliance required; registry of Certificates of Compliance for rental properties; violations; occupancy; length of Certificate of Compliance.**

(a) In accordance with Subsection 8-15-34(d) and Section 8-15-35 of this Code, the owner of any rental property or properties required to register their property pursuant to Section



1 8-15-81 of this Code must secure a Certificate of Compliance before the owner may lawfully allow  
2 the property to become occupied and collect rent from an occupant.

3 (b) In order to secure a Certificate of Compliance for rental property, the Building  
4 Official shall cause an inspection to be made of all rental property required to be registered to have  
5 ~~a Certificate of Registration of Rental Property~~ pursuant to Section 8-15-81 of this Code according  
6 to the schedule for registration renewal in ~~Subsection (e) of the~~ this section. Each inspection shall  
7 strictly conform to both Section Subsection 8-15-34(b) of this Code and the requirements of this  
8 section.

9 (c) The Buildings, Safety Engineering, and Environmental Department shall issue a  
10 Certificate of Compliance for a rental property where the Department determines that the owner  
11 or its agent(s) and the rental property, its units, accessory structures and the premises, including  
12 exterior areas, comply with the standards and requirements of this article, ~~and~~ .

13 (d) For purposes of rental property inspections conducted pursuant to this section, all  
14 paint on the interior or exterior of any residential rental property is presumed to be lead-based and  
15 any deteriorated paint in rental property is a deteriorated paint violation.

16 (e) On an annual basis, the Detroit Health Department, in consultation with the  
17 Building, Safety Engineering, and Environmental Department, shall identify high-risk geographic  
18 areas that exhibit disproportionately high rates of elevated blood lead levels among children or  
19 disproportionate risk of lead poisoning to children. Such geographic areas may include ZIP codes,  
20 Census Tracts, or other geographic units of measure. High-risk geographic areas must include, at  
21 a minimum, ten percent of geographic areas in the city.

22 (f) All inspections performed pursuant to Subsection (b) of this section shall utilize the  
23 following protocol:

1       (1) For rental properties located outside of high-risk geographic areas:

2           a. All inspections performed shall include a visual assessment.

3           b. When a visual assessment identifies no deteriorated paint violation or bare  
4           soil violation, the inspection shall satisfy the requirements of Subsection (c)  
5           of this section.

6           c. When a visual assessment identifies a deteriorated paint violation or bare  
7           soil violation, the property owner shall be required to remedy such violation  
8           then complete a re-inspection. To the extent permitted by state law, such re-  
9           inspection shall include both a visual assessment and dust wipe samples.  
10          When such re-inspection identifies no deteriorated paint violation, bare soil  
11          violation, or, if dust wipe samples collected, dust-lead violation, the  
12          inspection shall satisfy the requirements of Subsection (c) of this section.

13       (2) For rental properties located inside high-risk geographic areas:

14           a. All inspections performed shall include a visual assessment. To the extent  
15           permitted by state law, all inspections shall also include dust wipe samples.

16           b. The inspection requirements found in Subsection (c) of this section shall be  
17           satisfied when the inspection identifies no deteriorated paint violation, bare  
18           soil violation, or, if dust wipe samples collected, dust-lead violation.

19           c. When the inspection identifies a violation, the property owner shall be  
20           required to remedy such violation then complete a re-inspection. Such re-  
21           inspection shall include a visual assessment and, to the extent permitted by  
22           state law, dust wipe samples. When such re-inspection identifies no  
23           deteriorated paint violation, bare soil violation, or, if dust wipe samples

1                   collected, dust-lead violation, the inspection shall satisfy the requirements  
2                   of Subsection (c) of this section.

3           (3) Notwithstanding the foregoing, a visual assessment or dust wipe samples shall not  
4           be included in a rental property inspection when the owner can demonstrate that  
5           one or more of the following apply:

6           a. Original construction on the rental property was completed after January 1,  
7           1978; or

8           b. All lead-based paint has been fully abated by removal or other permanent  
9           elimination from a rental property in accordance with the Michigan Lead  
10           Abatement Act, MCL 333.5451 through 333.5479, and the property has  
11           passed a lead clearance exam, as certified by a certified lead inspector or  
12           risk assessor; or

13           c. A lead inspection conducted by a certified lead inspector has certified that  
14           no lead-based paint exists on a rental property.

15           (g) The Buildings, Safety Engineering, and Environmental Department shall maintain  
16 a registry of all rental properties for which a Certificate of Compliance has been issued, and shall  
17 make the registry available on the City's website. The Department may combine this registry with  
18 the registry required by ~~Section~~ Subsection 8-15-81(d) of the City this Code.

19           (h) ~~Notwithstanding Section Subsection 8-15-35(d) of this Code, and subject to~~  
20 ~~Subsections (e) and (f) of this section,~~ it shall be unlawful for an owner or its agent to allow any  
21 unoccupied rental property to be occupied, or to collect rent from a tenant for occupancy of a rental  
22 property, during or for any time in which there is not a valid Certificate of Compliance for the  
23 rental property. Tenants of an occupied rental property that lacks a Certificate of Compliance ~~shall~~

1 may pay the rent that would otherwise have been due the owner or its agent into an escrow account  
2 established in accordance with Section 8-15-86 of this Code,~~which is established by the Buildings,~~  
3 ~~Safety Engineering, and Environmental Department with a third party financial institution. If the~~  
4 ~~owner of the rental property obtains a Certificate of Compliance within the first 90 days in which~~  
5 ~~payments are made into the escrow account, the rent in the escrow account shall be paid to the~~  
6 ~~owner, less the actual administrative fee charged by the third party financial institution. If the~~  
7 ~~owner fails to obtain a Certificate of Compliance within those first 90 days, the rent in the escrow~~  
8 ~~account shall be paid, at the end of those 90 days, to the tenant, less the actual administrative fee~~  
9 ~~charged by the third party financial institution. Thereafter, the tenant shall continue paying rent~~  
10 ~~into the escrow account until the owner obtains a Certificate of Compliance. At the end of every~~  
11 ~~60 days in which the owner fails to obtain a Certificate of Compliance, the rent in the escrow~~  
12 ~~account shall be paid to the tenant, less the actual administrative fee charged by the third party~~  
13 ~~financial institution. If the owner of the rental property obtains a Certificate of Compliance, all~~  
14 ~~rent accrued in the escrow account shall be paid to the owner, less the actual administrative fee~~  
15 ~~charged by the third party financial institution. Nothing in this article shall be construed to permit~~  
16 ~~eviction of an existing tenant from a rental property or to deprive existing tenants of their rights to~~  
17 ~~possession of a rental property under the laws of this state and this Code, and such existing tenants~~  
18 ~~shall have a right under this Code to retain possession of a rental property notwithstanding an~~  
19 ~~owner's inability to collect rent from such tenants pursuant to this subsection.~~

20 (i) A tenant who retains possession of a rental property under Subsection (d-h) of this  
21 section, notwithstanding an owner's inability to collect rent, may nevertheless be evicted if an  
22 owner establishes that the tenant is subject to eviction for non-retaliatory reasons other than  
23 nonpayment of rent in accordance with MCL 600.5714 and MCL 600.5720.

1           (j)     Section 8-15-35(d) of this Code shall not be construed to penalize the tenant or  
2     occupant of a rental property for occupancy of a rental property that does not have a valid  
3     Certificate of Compliance except as set forth in this subsection. Notwithstanding Subsection (d h)  
4     of this section, where an inspection of a rental property or a notice of suspension or denial of a  
5     Certificate of Compliance states that there is an immediate danger due to a violation or violations  
6     of this article or other applicable laws, codes or regulations, the dwelling may be ordered  
7     immediately vacated by the Building Official, or his or her designee, and any occupancy shall  
8     thereafter be unlawful.

9           ~~(g) — It shall be unlawful for the owner of a rental property on which the original~~  
10    ~~construction was completed prior to January 1, 1978 and required to be registered pursuant to~~  
11    ~~Section 8-15-81 of this Code to allow the rental property to be occupied without a lead clearance~~  
12    ~~report being obtained and provided to the Buildings, Safety Engineering, and Environmental~~  
13    ~~Department in accordance with Subdivision B of this division.~~

14          (k)     Nothing in this section shall be interpreted as limiting or controlling the amount of  
15    rent an owner may charge to a tenant pursuant to a lawful agreement with the tenant.

16          ~~(i) — Subsection (d) of this section shall take effect by ZIP Code according to a schedule~~  
17    ~~promulgated by the Director of the Buildings, Safety Engineering, and Environmental Department~~  
18    ~~and posted on the City's website. Such schedule shall be promulgated no later than 60 days~~  
19    ~~following the effective date of this subsection, which was November 24, 2017, and may thereafter~~  
20    ~~be amended periodically at the discretion of the Director of the Buildings, Safety Engineering, and~~  
21    ~~Environmental Department.~~

22          ~~(j) — In each of the five years following the effective date of this subsection, which was~~  
23    ~~November 24, 2017, the Buildings, Safety Engineering, and Environmental Department shall~~

1 provide the City Council with a report outlining the state of rental housing in the City. The report  
2 shall include, by ZIP Code, the number and percentage of registered rental properties that are  
3 currently occupied, the percentage of residents who are renters, the average monthly income and  
4 average household size of renters, and the number and percentage of registered rental properties  
5 that lack a Certificate of Compliance. In addition, the report shall include, by ZIP Code, the median  
6 income of rental property owners who are individuals, the average percentage of individual rental  
7 property owner's income that is attributable to the owner's rental property portfolio, the average  
8 number of rental properties in each owner's rental property portfolio, and the average yearly profit  
9 on rental properties that are one family dwellings, two family dwellings, and multi family  
10 dwellings. Further, the report shall include the average costs during the preceding year that rental  
11 property owners expended to bring their properties into compliance with this article. Where  
12 practicable, the report shall break down such repair costs according to the type of repair made, and  
13 according to the type of rental property: one family, two family, and multi family. Any report  
14 issued pursuant to this subsection shall include United States Census data regarding the  
15 demographics of each ZIP Code subject to the report. When preparing reports pursuant to this  
16 subsection, the Buildings, Safety Engineering, and Environmental Department may use any data  
17 source, including, but not limited to, surveys of property owners and tenants. The first report under  
18 this subsection shall be made no later than one year following the effective date of this subsection,  
19 which was November 24, 2017.

20 (l) Nothing in this section shall be interpreted as limiting the ability of the Buildings,  
21 Safety Engineering, and Environmental Department to exercise its discretion or to establish  
22 policies or procedures to focus the enforcement of this article on a particular geographic area based

1 on a range of criteria that may include but is not limited to, geographic areas where there may be  
2 high risk to the health and safety of tenants or occupants of rental property.

3 (m) Each Certificate of Compliance issued pursuant to this division shall be for a term  
4 of three years, and may be extended from three years to five years when the Certificate of  
5 Compliance is approved for two consecutive periods prior to expiration. Nothing in this section  
6 shall limit the ability of the Buildings, Safety Engineering, and Environmental Department to limit  
7 or otherwise reduce the term for which a Certificate of Compliance is valid where, either before  
8 or after a Certificate of Compliance is granted, the property owner demonstrates a repeated  
9 inability to comply with the requirements of this article.

10 **~~Sec. 8-15-83. Lead inspection/risk assessment, lead clearance~~**

11 ~~(a) Initial lead inspection/risk assessment required upon rental registration. An owner~~  
12 ~~shall have a lead inspection/risk assessment performed on any property built prior to 1978 in~~  
13 ~~accordance with Subdivision B of this division the first time such property is registered as a rental~~  
14 ~~property in accordance with Section 8-15-81 of this Code. If the lead inspection/risk assessment~~  
15 ~~reveals a lead-based paint hazard, such hazard shall be addressed by interim control, abatement,~~  
16 ~~or a combination of the two as identified in Subsections (b), (c), and (d) of this section. If neither~~  
17 ~~lead paint nor lead hazards are identified in the lead inspection/risk assessment, no further~~  
18 ~~compliance action shall be required.~~

19 ~~(b) Risk assessment after interim controls. Where interim controls were used to reduce~~  
20 ~~lead-based paint hazards in a rental property as prescribed in Subdivision B of this division, or~~  
21 ~~where a lead inspection reveals the presence of lead paint on the rental property, the owner shall~~  
22 ~~have a risk assessment performed on the rental property and obtain a lead clearance report in~~

1 ~~accordance with this section. An owner shall have a risk assessment performed on such property~~  
2 ~~within three years, plus or minus 60 days.~~

3 ~~(e) — Risk assessment after abatement by encapsulation. Where abatement was used to~~  
4 ~~remove all identified lead paint hazards, as prescribed in Subdivision B of this division, by~~  
5 ~~permanent encapsulation of lead-based paint and permanent covering of soil lead hazards, as~~  
6 ~~indicated in the post-remedy clearance report, the owner shall have a risk assessment performed~~  
7 ~~on the rental property every four years, and the lead clearance report shall be valid for four years.~~  
8 ~~If, as a result of such risk assessment, it is determined that the lead-based paint hazard is no longer~~  
9 ~~fully encapsulated, the owner must immediately take necessary action to remedy the lead-based~~  
10 ~~hazard pursuant to Section 8-15-93 of this Code, provided, that, if an owner at any time becomes~~  
11 ~~aware that the integrity of a permanent encapsulation or permanent covering of soil lead hazards~~  
12 ~~may have been damaged, the owner must immediately take necessary action to remedy the lead-~~  
13 ~~based paint hazard pursuant to Section 8-15-93 of this Code.~~

14 ~~(d) — Risk assessment after abatement by enclosure. Where abatement was used to~~  
15 ~~remove all identified lead-based paint hazards, as prescribed in Subdivision B of this division, by~~  
16 ~~permanent enclosure of lead-based paint, as indicated in the post-remedy clearance report, an~~  
17 ~~owner shall have a risk assessment performed on the rental property every four years and the lead~~  
18 ~~clearance report shall be valid for four years. If, as a result of such risk assessment, it is determined~~  
19 ~~that the lead-based paint hazard is no longer fully enclosed, the owner must immediately take~~  
20 ~~necessary action to remedy the lead-based paint hazard pursuant to Section 8-15-93 of this Code,~~  
21 ~~provided, that, if an owner at any time becomes aware that the integrity of a permanent enclosure~~  
22 ~~may have been damaged, the owner must immediately schedule an inspection by a certified risk~~



1 ~~assessor and take necessary action to remedy the lead-based paint hazard pursuant to Section 8-~~  
2 ~~15-93 of this Code.~~

3 ~~(e) — Risk assessment after abatement by removal or elimination. Where all lead-based~~  
4 ~~paint has been fully abated by removal or other permanent elimination from a rental property in~~  
5 ~~accordance with the Michigan Lead Abatement Act, Part 54A of the Michigan Public Health Code,~~  
6 ~~being MCL 333.5451 through 333.5479, as certified by a certified lead inspector or risk assessor,~~  
7 ~~or where a certified lead inspector or risk assessor certified that no lead-based paint exists on a~~  
8 ~~rental property, no further lead inspection, risk assessment, or lead clearance shall be required in~~  
9 ~~order to obtain a Certificate of Compliance, or a Certificate of Registration of Rental Property, for~~  
10 ~~the property.~~

11 ~~(f) — Length of Certificate of Compliance.~~

12 ~~(1) — With the exception of Subsection (f)(2) of this section, each Certificate of~~  
13 ~~Compliance issued pursuant to this division shall be for a term of three years, and~~  
14 ~~may be extended from three to five years when the Certificate of Compliance is~~  
15 ~~approved for two consecutive periods prior to expiration.~~

16 ~~(2) — Certificates of Compliance issued after lead abatement by complete removal or~~  
17 ~~elimination shall be for a term of seven years. REPEALED.~~

18 **Sec. 8-15-83. Federal and other governmental agency inspections accepted.**

19 Pursuant to Section 126(3) of the Michigan Housing Law, being MCL 125.526(3), the  
20 Buildings, Safety Engineering, and Environmental Department may accept inspections of one- or  
21 two-family dwellings, multiple dwellings, and rooming houses conducted by the United States  
22 Department of Housing and Urban Development under the Real Estate Assessment Center  
23 inspection process, by the Michigan State Housing Development Authority, by the City of Detroit

Housing and Revitalization Department, or by other governmental agencies, as long as that inspection certifies that the properties inspected comply with the standards and requirements of this article as a substitute for all inspection requirements for rental properties found in this division.

If such an inspection is accepted by the Buildings, Safety Engineering, and Environmental Department, such acceptance shall result in the issuance of a Certificate of Compliance as provided in Section 8-15-82(c) of this Code.

**~~Sec. 8-15-84. Landlords and staff required to obtain HUD Visual Assessment Certification; annual inspections.~~**

~~Every landlord shall procure the services of a person who has obtained a current HUD Visual Assessment Certification. Such landlord shall have completed a visual inspection annually, and, upon change of tenant, certify to the Buildings, Safety Engineering, and Environmental Department that a visual assessment has been completed for all units according to the HUD Visual Assessment Guidelines and that all noted hazards have been abated. If the visual inspection reveals cracked or peeling paint, significant dust on a windowsill, or bite marks on a windowsill, a risk assessment shall be performed for the property within one month. REPEALED.~~

**Sec. 8-15-84. Caretaker; responsible person; warning devices.**

(a) Where the owner of the rental property does not reside in the building, the owner shall designate a responsible person who resides in each building with a common entrance and eight or more dwelling units, seven or more sleeping rooms, or any combination thereof. The unit occupied by the responsible person shall be identified and the information posted in a visible place at the common entrance of the building, except for rental property that has a business office with posted regular office hours on site. Where there is no centralized business office and a number of buildings exist which are owned by the same rental property owner, the responsible person may

1 be located in a remote location, provided, that the location of the responsible person is identified  
2 and posted in a conspicuous location at the common entrance of each building.

3 (b) In addition, all Group R-1 multiple rental properties that neither are of fire-proof  
4 construction nor are protected with an approved sprinkler system or an approved, self-supervised  
5 and properly maintained automatic fire alarm system, that has sleeping accommodations for over  
6 50 persons above the first floor, shall have one employee, and more if necessary, on duty at all  
7 times able to notify the tenants and the Fire Department in case of a fire or other emergency. There  
8 shall be at least one employee on duty at all times for this purpose for each 100 persons and for  
9 each next fraction of 100 persons in the building.

10 **Sec. 8-15-85. Window stops or guards required; exceptions.**

11 (a) The owner and/or management company of a rental property, which is two stories  
12 or taller, shall provide, install, and maintain a window stop or window guard on each exterior  
13 window of a type determined as acceptable by the Buildings, Safety Engineering, and  
14 Environmental Department for the following:

15 (1) The windows of each dwelling unit more than 72-inches above finished grade or  
16 other surface below on the exterior of the building where a child or children under  
17 ten years of age reside;

18 (2) The windows of all common areas; and

19 (3) The windows of each dwelling unit more than 72 inches above finished grade or  
20 other surface below on the exterior of the building where the tenant requests  
21 installation of such stops or guards.

22 (b) Subsection (a) of this section does not apply to windows that provide access to a  
23 fire escape or to windows that are a required means of egress from a dwelling unit.

1 **Sec. 8-15-86. Tenant escrow.**

2 (a) The City shall establish a tenant escrow program to be administered by the Housing  
3 and Revitalization Department or its designee, which may include a third-party organization  
4 authorized by the Housing and Revitalization Department.

5 (b) Tenants may pay their rent into the escrow program identified in Subsection (a) of  
6 this section if the rental property where they reside lacks a Certificate of Compliance or has  
7 documented property maintenance code violations that pose a safety risk to the tenant.

8 (c) A tenant's payment of rent into the tenant escrow program that is otherwise made  
9 in accordance with the terms of the tenant's lease agreement with the owner, including terms  
10 related to timely payment, shall not be a violation of the tenant's obligation to pay rent under the  
11 lease agreement.

12 (d) A tenant shall be responsible for providing notice to the property owner that rent  
13 has been paid into an escrow account.

14 (e) A property owner shall be responsible for obtaining a Certificate of Compliance,  
15 including bringing the property into compliance with the property maintenance code and  
16 scheduling necessary inspections required by this division.

17 (f) Distribution of escrow funds:

18 (1) A tenant account shall be evaluated by the Housing and Revitalization Department  
19 or its designee on a periodic basis, not to exceed 120 days;

20 (2) If the owner has acquired a Certificate of Compliance or otherwise resolved the  
21 violations that were the basis for the tenant paying into the escrow account at the  
22 time of such periodic review, the Housing and Revitalization Department or its  
23 designee shall return to the owner the rent accrued in the tenant's escrow account;

1       (3) If the owner has not acquired a Certificate of Compliance or otherwise resolved the  
2       violations that were the basis for the tenant paying into the escrow account at the  
3       time of such periodic review, the Housing and Revitalization Department or its  
4       designee will return the rent in the escrow account to the tenant.

5       (g) In accordance with Section 2-111 of the Charter, the Housing and Revitalization  
6       Department promulgate rules for administration of the tenant escrow program.

7       (h) Nothing in this section shall be interpreted to limit other escrow options available  
8       to tenants under the law.

9       **Sec. 8-15-87. Termination of tenancy to avoid compliance with subdivision or retaliatory**  
10      **action prohibited.**

11      (a) An owner of rental property, or any person acting on the owner's behalf, shall not:

12      (1) Terminate, or cause to be terminated, the tenancy of any person for the purpose of  
13      avoiding compliance with Subdivision A or B of this division; or

14      (2) Take any retaliatory action toward a tenant who reports any suspected lead-based  
15      paint hazards, violations, or suspected violations of this article to the owner or City,  
16      which includes reporting any one or more of the following:

17      a. An owner's failure to obtain a Certificate of Compliance or Certificate of  
18      Registration of Rental Property.

19      b. An owner's failure to comply with lead safety requirements for rental  
20      properties in violation of Section 8-15-82(d).

21      c. An owner's failure to maintain a rental property in compliance with this  
22      article.

1           d. The discovery that a tenant residing within the property has an elevated  
2           blood lead level.

3           (3) Take any retaliatory action toward a tenant who lawfully uses the escrow program  
4           established under Section 8-15-86 of this Code.

5           (b) Action by the rental property owner to achieve compliance with this subdivision  
6           shall not be deemed a basis for the modification or termination of a tenancy for the property.

7           (c) Nothing in this section shall alter the rights and privileges of tenants or property  
8           owners under state law, including the Michigan Rules of Evidence, the Michigan Court Rules, and  
9           MCL 600.5701 et seq..

10       ~~Secs. 8-15-88—8-15-90.~~ REPEALED.

11       **Sec. 8-15-88. Consideration of Certificate of Compliance in eviction judgment.**

12           (a) Nothing in this subsection shall modify the procedures prescribed in MCR 4.201.  
13       As required by MCR 4.201, when filing summary proceedings to recover possession of premises,  
14       a property owner must affirm that the property is in compliance with local health and safety laws,  
15       which include this division, except when:

16           1) The disrepair or violation has been caused by the tenant's willful or irresponsible  
17           conduct or lack of conduct

18           2) The parties to the lease or license have modified those obligations, as provided for  
19           by statute, or

20           3) The property owner explains any defects in compliance, for example the City of  
21           Detroit's failure to inspect despite a request to do so.

22           (b) Under MCL 600.5720(f), a property owner's failure to obtain a certificate of  
23       compliance, in accordance with the requirement of MCL 554.139(1) to comply with the applicable

1 health and safety laws of the local unit of government, shall be considered a breach of lease. A  
2 court of competent jurisdiction shall determine if such breach excuses the payment of rent if  
3 possession is claimed for nonpayment of rent.

4 (c) In accordance MCL 600.5720(a), a tenant may use any legal method, including but  
5 not limited to one or more of the following methods to document an attempt to secure or enforce  
6 his or her rights under MCL 554.139(1) that a rental property comply with applicable health and  
7 safety laws of the local unit of government:

8 1) Documenting and reporting a property's lack of a Certificate of Compliance and  
9 notifying the property owner or agent of such non-compliance; or

10 2) Documenting and reporting to the Buildings, Safety Engineering, and  
11 Environmental Department alleged Property Maintenance Code violations in the  
12 rental property.

13 **Sec. 8-15-89. Utilization of escrow accounts established under Michigan Housing Law.**

14 (a) In accordance with MCL 125.530, a rental property shall not be occupied until the  
15 owner has obtained a certificate of compliance. During such time that a property lacks a certificate  
16 of compliance, rents due may be paid into an escrow account established under MCL 125.530(4),  
17 and if such rents are paid into an escrow account established under 125.530(4), actions for rent  
18 and possession for the premises may not be maintained.

19 (b) In accordance with state law, rents paid into an escrow program established under  
20 MCL 124.530(4) shall be paid thereafter to defray the cost of correcting the violation(s) to the  
21 property owner or any other party authorized to make repairs. Where the tenant chooses to  
22 terminate tenancy prior to the property owner or their agent undertaking the repair, any unexpended

1 part of the sums paid in to the escrow account, attributable to the unexpired portion of the rental  
2 period, shall be returned to the tenant.

3 **Sec. 8-15-90. Notice and posting requirements for housing providers.**

4 (a) A housing provider must include the following information in all solicitations or  
5 advertisements for the rental or lease of residential property:

6 "Rental property owners are required to register with the City and complete  
7 a property inspection to ensure that rental housing meets safety and health  
8 requirements. Tenants in non-compliant properties can pay their rent into  
9 escrow. For additional information, please contact the City of Detroit  
10 Buildings, Safety Engineering, and Environmental Department."

11 (b) The Buildings, Safety Engineering, and Environmental Department shall publish  
12 and make available to housing providers, in all languages spoken by more than five percent of the  
13 City's population, a notice suitable for posting that informs tenants and prospective tenants of the  
14 requirements of this article.

15 **Subdivision B. Lead Clearance**

16 **Sec. 8-15-91. Purpose and intent; requirements.**

17 (a) For purposes of this subdivision, all paint on the interior or exterior of any  
18 residential rental property on which the original construction was completed prior to January 1,  
19 1978, is presumed to be lead-based and that all windows and doors on homes constructed prior to  
20 January 1, 1978, are lead-based paint hazards unless they are replacement items that were  
21 manufactured after 1978 or unless a lead-based paint inspection is performed by a certified lead  
22 inspector who verifies they do not contain lead-based paint. The purpose and intent of this  
23 subdivision is to protect the health and welfare of children who occupy rental property that contains



1 lead-based paint hazards since exposure to lead can cause serious problems for children, including  
2 learning problems, behavioral problems, and speech and language problems and statistics show  
3 that the highest percentage of young children with elevated blood levels in the City reside in rental  
4 property.

5 (b) This subdivision sets forth the requirements for obtaining a lead clearance,~~which~~  
6 ~~is required by this article prior to the occupancy of rental property. Owners of rental property shall~~  
7 ~~have a lead inspection/risk assessment performed by a certified lead inspector/certified risk~~  
8 ~~assessor to inspect for the presence of lead-based paint and lead-based paint hazards and, where~~  
9 ~~lead-based paint hazards are present, the owner must correctly reduce and control hazards prior to~~  
10 ~~families occupying the rental property.~~

11 (c) The interior and exterior of any residential rental property, on which the original  
12 construction was completed prior to January 1, 1978, shall be maintained in a condition such that  
13 the paint does not become deteriorated paint as defined in Section 8-15-5 of this Code.

14 (d) The Department of Health, the Housing and Revitalization Department, and the  
15 Building, Safety Engineering, and Environmental Department shall ensure that a risk assessment,  
16 or another type of home or environmental investigation is completed when a tenant in a rental  
17 property under the age of six is identified as having an elevated blood lead level, as defined in  
18 Section 20-4-1 of the Code,

19 (e) When a tenant in a rental property under the age of six is identified as having an  
20 elevated blood lead level, as defined in Section 20-4-1 of this Code, or an emergency condition  
21 concerning lead exposure exists, as defined in Section 20-4-1 of this Code, the Director of the  
22 Building, Safety Engineering, and Environmental Department may issue an emergency order  
23 reciting the existence of the emergency condition and requiring that a property owner or its agent

1 have a risk assessment performed, take actions to remedy lead-based paint hazards identified, or  
2 take other reasonably necessary actions to meet the emergency.

3 **Sec. 8-15-92. Lead inspection and risk assessment, reports required.**

4 (a) The owner of rental property shall obtain a lead inspection, as defined in Section 8-  
5 15-7 of this Code, and a risk assessment, as defined in Section 8-15-8 of this Code, from a certified  
6 lead inspector and/or risk assessor in order to obtain a lead clearance ~~as required by Section 8-15-~~  
7 ~~83 of this Code.~~

8 (b) The lead inspection report shall contain the following information:

9 (1) Date of the lead inspection;

10 (2) Address of the rental property, including apartment or dwelling unit number, where  
11 applicable;

12 (3) Date the rental property was built;

13 (4) Name, address and telephone number of the owner;

14 (5) Name, signature and certification number of each individual conducting testing on  
15 the rental property;

16 (6) Name, address and telephone number of the company employing the individual  
17 conducting the testing, where applicable;

18 (7) Each testing method, device and sampling procedure used for paint analysis, and  
19 where used, the serial number of any x-ray fluorescence lead testing device;

20 (8) Specific locations of each painted component tested for the presence of lead-based  
21 paint; and

22 (9) The result of the inspection in units of measure that match the type of sampling  
23 method used.

- 1 (c) The risk assessment report shall contain the following information:
- 2 (1) Date of the risk assessment;
- 3 (2) Address of the rental property, including apartment or dwelling unit number, where
- 4 applicable;
- 5 (3) Date the rental property was built;
- 6 (4) Name, address and telephone number of the owner;
- 7 (5) Name, signature and certification number of risk assessor conducting the
- 8 assessment;
- 9 (6) Name, address and telephone number of the company employing the risk assessor
- 10 conducting the assessment, where applicable;
- 11 (7) Name, address, and telephone number of each laboratory conducting analyses of
- 12 collected samples;
- 13 (8) Results of the visual inspection;
- 14 (9) Testing method and sampling procedure used for paint analysis;
- 15 (10) Specific locations of each painted component tested for lead;
- 16 (11) Results from on-site testing and, where used, the serial number of any x-ray
- 17 fluorescence lead testing device;
- 18 (12) All results from the laboratory analysis of collected paint and dust samples;
- 19 (13) Any other sampling results;
- 20 (14) Any background information regarding the physical characteristics of the property
- 21 and use patterns of the residents that may cause lead paint exposure to young
- 22 children;

1 (15) To the extent that they are used as part of the risk assessment, the results of any  
2 previous inspections or analyses for lead paint or hazards;

3 (16) A description of the location, type, and severity of identified lead paint hazards and  
4 any other potential lead hazards; and

5 (17) A description of temporary and/or permanent options to fix each lead paint hazard  
6 found, and a priority for fixing each hazard from the most serious to the least and,  
7 where the use of an encapsulant paint or physical barrier (siding or paneling) is  
8 recommended, the report should recommend a maintenance and monitoring  
9 schedule for these solutions.

10 (d) An individual who is certified as both a lead inspector and a risk assessor may  
11 combine the information required in reports under Subsections (b) and (c) of this section.

12 **Sec. 8-15-94. Post-remedy clearance report.**

13 (a) After lead abatement or interim controls are performed, the owner of rental property  
14 shall have a clearance examination on the property and obtain a post-remedy clearance report, as  
15 defined in Section 8-15-8 of this Code.

16 ~~(b) In order to obtain lead clearance for the rental property, the owner shall provide the~~  
17 ~~post-remedy clearance report to the Buildings, Safety Engineering, and Environmental~~  
18 ~~Department.~~

19 **Sec. 8-15-95. Requirement to avoid conflict of interest regarding lead-clearance inspection.**

20 Any lead inspection, risk assessment, visual assessment, dust wipe samples, or lead  
21 clearance is required to be performed by persons or entities independent of persons performing  
22 abatement or interim controls.

**~~Sec. 8-15-98. Termination of tenancy to avoid compliance with this subdivision or retaliatory action prohibited.~~**

~~(a) An owner of rental property, or any person acting on the owner's behalf, shall not:~~

~~(1) Terminate, or cause to be terminated, the tenancy of any person for the purpose of avoiding compliance with any section of this subdivision; or~~

~~(2) Take any retaliatory action, as defined in Section 8-15-8 of this Code, toward a tenant who reports a suspected lead-based paint hazard to the owner or to the City.~~

~~(b) Action by the rental property owner to achieve compliance with this subdivision shall not be deemed a basis for the modification or termination of a tenancy for the property.~~

REPEALED.

**Sec. 8-15-98. Required distribution of information.**

An owner of rental property, or any person acting on the owner's behalf, shall provide the federal lead disclosure pamphlet to every tenant at the commencement of their lease, and shall keep a record of such distribution for inspection upon request by the Building, Safety Engineering, and Environmental Department.

**Sec. 8-15-99. Annual report required.**

The Public Health Director and the Director of the Building, Safety Engineering, and Environmental Department shall submit a joint report to City Council by October 31st of each year, identifying the number of tenants under the age of six who were hospitalized with an elevated blood lead level, as determined by the Detroit Health Department or the Michigan Department of Health and Human Services, and the related Certificate of Compliance status for the preceding 12 months.


**Sec. 8-15-100. Reserved.**

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

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

5           **Section 4.** This ordinance shall become effective on January 1, 2025 in accordance with  
6 Section 4-118 of the 2012 Detroit City Charter.

Approved as to form:

  
Conrad L. Mallett  
Corporation Counsel



## DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO - Development & Grants  
FILE NUMBER: OCFO - Development & Grants-0517

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**\* RE:**

**Submitting reso. auth. Authorization to submit a grant application to the U.S. Department of Homeland Security for the FY 2025 Transit Security Grant Program**

**\* SUMMARY:**

The Detroit Department of Transportation is hereby requesting authorization from Detroit City Council to submit a grant application to the U.S. Department of Homeland Security for the FY 2025 Transit Security Grant Program. The amount being sought is \$14,353,708.91. There is no City match requirement. The total project cost is \$14,353,708.91.

**\* RECOMMENDATION:**

**Authorization to submit a grant application to the U.S. Department of Homeland Security for the FY 2025 Transit Security Grant Program.** The Detroit Department of Transportation is hereby requesting authorization from Detroit City Council to submit a grant application to the U.S. Department of Homeland Security for the FY 2025 Transit Security Grant Program. The amount being sought is \$14,353,708.91. There is no City match requirement. The total project cost is \$14,353,708.91.

**\* DEPARTMENTAL CONTACT:**

Name: Jalesa Beck  
Position: Program Analyst

**\*=REQUIRED**



**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•1258  
Fax 313•224•0542  
www.detroitmi.gov

July 10, 2024

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

**RE: Authorization to submit a grant application to the U.S. Department of Homeland Security for the FY 2025 Transit Security Grant Program**

The Detroit Department of Transportation is hereby requesting authorization from Detroit City Council to submit a grant application to the U.S. Department of Homeland Security for the FY 2025 Transit Security Grant Program. The amount being sought is \$14,353,708.91. There is no City match requirement. The total project cost is \$14,353,708.91.

The FY 2025 Transit Security Grant Program will enable the department to:

- Install and repair concrete fencing around the Shoemaker Terminal facility to enhance security and direct traffic flow.

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



## Office of Development and Grants

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### RESOLUTION

**Council Member** \_\_\_\_\_

**WHEREAS**, the Department of Transportation has requested authorization from City Council to submit a grant application to the U.S. Department of Homeland Security, for the FY 2025 Transit Security Grant Program, in the amount of \$14,353,708.91, to install and repair concrete fencing around the Shoemaker Terminal facility to enhance security and direct traffic flow; now

**THEREFORE, BE IT RESOLVED**, the Department of Transportation is hereby authorized to submit a grant application to the U.S. Department of Homeland Security for the FY 2025 Transit Security Grant Program.



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](mailto:parkersa@detroitmi.gov) and the Department/Project assigned Development Officer.

<b>City Department</b>	Detroit Department of Transportation
<b>Date</b>	6/24/24
<b>Department Contact Name</b>	Kanesha Yowpp
<b>Department Contact Phone</b>	313-833-1564
<b>Department Contact Email</b>	Kanesha.Yowpp@detroitmi.gov
<b>Grant Opportunity Title</b>	Transit Security Grant Program
<b>Grant Opportunity Funding Agency</b>	U. S. Department of Homeland Security
<b>Web Link to Opportunity Information</b>	<a href="https://www.fema.gov/print/pdf/node/676097">https://www.fema.gov/print/pdf/node/676097</a>
<b>Award Amount (that Department will apply for)</b>	\$14,353,708.91
<b>Application Due Date</b>	6/24/24
<b>Anticipated Proposed Budget Amount</b>	\$14,353,708.91
<b>City Match Contribution Amount</b>	n/a
<b>Source of City Match (include Appropriation Number, Cost Center, and Object Code)</b>	n/a
<b>List of programs/services/activities to be funded and the Budget for each</b> <i>Sample:</i> - ABC Afterschool program: \$150,000 - XYZ Youth leadership program: \$100,000 - Salary/Benefits: \$95,000 - Supplies: \$5,000	<ul style="list-style-type: none"> <li>- Site survey and assessment</li> <li>- Removal of damaged or outdated fencing</li> <li>- Installation of new 12 ft tall concrete perimeter fencing</li> <li>- Construction of supportive footings for new fences</li> <li>- Repair of existing fencing</li> <li>- Final inspection and quality assurance</li> <li>- Documentation and reporting</li> </ul>
<b>Brief Statement of Priorities/Purpose for the Application</b> <i>Sample: To support expansion of promising youth development programs in MNO neighborhood.</i>	DDOT will install and repair concrete fencing around a terminal facility to enhance security and direct traffic flow. New 12 ft tall concrete perimeter fences will be installed where current fencing is disrupted, with supportive footings ensuring structural integrity. The Shoemaker terminal will receive 4,000 linear feet of fencing. These efforts follow a 2024 vulnerability assessment, aiming to fortify the facilities, deter unauthorized access, and guide traffic effectively. This initiative addresses the need for robust physical barriers to protect critical areas and ensure operational efficiency.
<b>Key Performance Indicators to be Used to Measure the Programs/Services/Activities</b> <i>Sample:</i> # of kids newly enrolled in ABC and XYZ % of kids from ABC who demonstrate improved educational performance	<ul style="list-style-type: none"> <li>- Installation of 4,000 linear feet of new 12 ft tall concrete perimeter fencing</li> <li>- Repair of existing fencing to ensure continuity and structural integrity</li> <li>- Completion of supportive footings for new fence sections</li> <li>- Enhancement of security around the Shoemaker terminal</li> <li>- Improved traffic flow and guidance within the terminal area</li> <li>- Reduction in unauthorized access incidents</li> <li>- Alignment with findings and recommendations from the 2024 vulnerability assessment</li> </ul>

**Michael Staley**

Director's Name (Please Print)

DocuSigned by:

*Michael Staley*

Director's Signature

7/2/2024

Date



## DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO - Development & Grants  
FILE NUMBER: OCFO - Development & Grants-0516

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**\* RE:**

Submitting reso. autho. Request to Accept and Appropriate the FY 2024 Crime Victim Sustainability Fund Grant.

**\* SUMMARY:**

The Michigan Department of Health and Human Services has awarded the City of Detroit Police Department with the FY 2024 Crime Victim Sustainability Fund Grant for a total of \$180,812.00. There is no match requirement. The total project cost is \$180,812.00.

**\* RECOMMENDATION:**

**Request to Accept and Appropriate the FY 2024 Crime Victim Sustainability Fund Grant.** The Michigan Department of Health and Human Services has awarded the City of Detroit Police Department with the FY 2024 Crime Victim Sustainability Fund Grant for a total of \$180,812.00. There is no match requirement. The total project cost is \$180,812.00.

**\* DEPARTMENTAL CONTACT:**

Name: Jalesa Beck  
Position: Program Analyst

**\*=REQUIRED**



**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•1258  
Fax 313•224•0542  
www.detroitmi.gov

June 28, 2024

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 2024 Crime Victim Sustainability Fund Grant**

The Michigan Department of Health and Human Services has awarded the City of Detroit Police Department with the FY 2024 Crime Victim Sustainability Fund Grant for a total of \$180,812.00. There is no match requirement. The total project cost is \$180,812.00.

The objective of the grant is to undertake, perform and provide support for crime victim services. The funding allotted to the department will be utilized to pay officer fringe benefits. This is a reimbursement grant.

If approval is granted to accept and appropriate this funding, the appropriation number is 21413.

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:  
*Janani Yates*  
35BB8D3AC96D4D5...

Office of Budget

DocuSigned by:  
*Cheryl Smith-Williams*  
B8CAE73E1C57487...

Agreement Approved as to Form  
By the Law Department

## Office of Development and Grants

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### RESOLUTION

**Council Member** \_\_\_\_\_

**WHEREAS**, the Police Department is requesting authorization to accept a grant of reimbursement from the Michigan Department of Health and Human Services, in the amount of \$180,812.00, to pay officer fringe benefits; 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 21413, in the amount of \$180,812.00, for the FY 2024 Crime Victim Sustainability Fund Grant.

Agreement #: 20240704-00

**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**

**Crime Victim Sustainability Fund - 2024**

**Part 1**

**1. Period of Agreement:**

This Agreement will commence on October 1, 2023, and continue through September 30, 2024. No activity will be performed and no costs to the state will be incurred prior to October 1, 2023. Throughout the Agreement, October 1, 2023 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 \$180,812.00. Under the terms of this Agreement, the Department will provide funding not to exceed \$180,812.00. 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>).

**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 purpose of this Agreement is to provide support for crime victim services across Michigan.

**4. Work Plan:**

The Grantee agrees to undertake, perform and provide support for crime victim services, as detailed in the project purpose statements in the Attachments, which are part of this Agreement.

**5. Financial Requirements:**

The financial requirements must be followed as described in Part 2 of this Agreement and Attachments, which are part of this Agreement.

**6. Performance/Progress Report Requirements:**

The progress reporting methods must be followed as described in Part 2 and Attachments, which are part of this Agreement.

**7. General Provisions:**

The Grantee agrees to comply with the General Provisions outlined in Part 2 and Attachments as applicable, which are part of this Agreement.

8. **Administration of the Agreement:**

The persons acting for the Department in administering this Agreement (hereinafter referred to as the Contract Manager) are:

MDHHS Grants Division

Email: MDHHS-EGrAMS-HELP@michigan.gov

9. **Grantee's Financial Contact for the Agreement:**

The financial contact acting on behalf of the Grantee for this Agreement is:

Patricia Young	Accountant
<hr/>	
Name	Title
Patricia.Young@detroitmi.gov	(313) 628-2355
<hr/>	
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**

Terri Daniels

Director

Name

Title

**For the Michigan Department of Health and Human Services**

Christine H. Sanches

02/12/2024

Christine H. Sanches, 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 General, 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 2.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 in 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**

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:

1. Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the information required by 2 CFR 200.332.
2. Ensure the subrecipient complies with all the requirements of this Agreement.
3. Evaluate each subrecipient's risk for noncompliance as required by 2 CFR 200.332(b).
4. 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.
5. Verify that every subrecipient is audited as required by 2 CFR 200 Subpart F.

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.

Establish requirements to ensure compliance for for-profit subrecipients as required by 2 CFR 200.501(h), as applicable.

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 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. Federally funded Grantees must comply with Title 2 CRF 200.475.
- c. 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](http://www.michigan.gov/dtmb/0,5552,7-358-82548_13132---,00.html).
- d. 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: [http://www.michigan.gov/mdhhs/0,5885,7-339-73971\\_7119\\_50648\\_48330---,00.html](http://www.michigan.gov/mdhhs/0,5885,7-339-73971_7119_50648_48330---,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. 290dd-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. State Data**

1. Ownership. The Department's data ("State Data," which will be treated by Grantee as Confidential Information) includes: (a) the Department's data, user data, and any other data collected, used, processed, stored, or generated as the result of this Agreement; (b) personally identifiable information ("PII") collected, used, processed, stored, or generated as the result of this Agreement, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements here listed; and, (c) protected health information ("PHI") collected, used, processed, stored, or generated as the result of this Agreement, which is defined under the Health Insurance Portability and Accountability Act (HIPAA) and its related rules and regulations. State Data is and will remain the sole and exclusive property of the Department and all right, title, and interest in the same is reserved by the Department.
2. Grantee Use of State Data. Grantee is provided a limited license to State Data for the sole and exclusive purpose of providing the activities outlined in the Agreement's Statement of Work, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Agreement's Statement of Work. Grantee must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the activities described in the Statement of Work, such use and disclosure being in accordance with this Agreement, any applicable Statement of Work, and applicable law; (c) keep and maintain State Data in the continental United States and (d) not use, sell, rent, transfer, distribute, commercially exploit, or otherwise disclose or make available State Data for Grantee's own purposes or for the benefit of anyone other than the Department without the Department's prior written consent. Grantee's misuse of State Data may violate state or federal laws, including but not limited to MCL

752.795.

3. Extraction of State Data. Grantee must, within five business days of the Department's request, provide the Department, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Grantee), an extract of the State Data in the format specified by the Department.
4. Backup and Recovery of State Data. Grantee is responsible for maintaining a backup of State Data and for an orderly and timely recovery of such data. Grantee must maintain a contemporaneous backup of State Data that can be recovered within two hours at any point in time.
5. Loss or Compromise of Data. In the event of any act, error or omission, negligence, misconduct, or breach on the part of Grantee that compromises or is suspected to compromise the security, confidentiality, or integrity of State Data or the physical, technical, administrative, or organizational safeguards put in place by Grantee that relate to the protection of the security, confidentiality, or integrity of State Data, Grantee must, as applicable: (a) notify the Department as soon as practicable but no later than 24 hours of becoming aware of such occurrence; (b) cooperate with the Department in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the Department; (c) in the case of PII or PHI, at the Department's sole election, (i) with approval and assistance from the Department, notify the affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five calendar days of the occurrence; or (ii) reimburse the Department for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than 24 months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) pay for any costs associated with the occurrence, including but not limited to any costs incurred by the Department in investigating and resolving the occurrence, including reasonable attorney's fees associated with such investigation and resolution; (g) without limiting Grantee's obligations of indemnification as further described in this Agreement, indemnify,

defend, and hold harmless the Department for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the Department in connection with the occurrence; (h) be responsible for recreating lost State Data in the manner and on the schedule set by the Department without charge to the Department; and, (i) provide to the Department a detailed plan within 10 calendar days of the occurrence describing the measures Grantee will undertake to prevent a future occurrence. Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, not be tangentially used for any solicitation purposes, and contain, at a minimum: name and contact information of Grantee's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Grantee has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Grantee. The Department will have the option to review and approve any notification sent to affected individuals prior to its delivery. Notification to any other party, including but not limited to public media outlets, must be reviewed, and approved by the Department in writing prior to its dissemination. The parties agree that any damages relating to a breach of this section are to be considered direct damages and not consequential damages.

6. Surrender of Confidential Information upon Termination. Upon termination or expiration of this Contract or a Statement of Work, in whole or in part, each party must, within 5 Business Days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control. Upon confirmation from the State, of receipt of all data, Grantee must permanently sanitize or destroy the State's Confidential Information, including State Data, from all media including backups using National Security Agency ("NSA") and/or National Institute of Standards and Technology ("NIST") (NIST Guide for Media Sanitization 800-88) data sanitization methods or as otherwise instructed by the State. If the State determines that the return of any Confidential Information is not feasible or necessary, Grantee must destroy the Confidential Information as specified above. The Grantee must certify the destruction of Confidential Information

(including State Data) in writing within 5 Business Days from the date of confirmation from the State. Any requirement on the Grantee's part to retain data beyond the end of this contract must be authorized by the State

**Q. 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 or 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.

**R. Data Privacy and Information Security**

1. Undertaking by Grantee. Without limiting Grantee's obligation of confidentiality as further described, Grantee is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the State Data; (b) protect against any anticipated threats or hazards to the security or integrity of the State Data; (c) protect against unauthorized disclosure, access to, or use of the State Data; (d) ensure the proper disposal of State Data; and (e) ensure that all employees, agents, and subcontractors of Grantee, if any, comply with all of the foregoing. In no case will the safeguards of Grantee's data privacy and information security program be less stringent than the safeguards used by the Department, and Grantee must at all times comply with all applicable State policies and standards, which are available to Grantee upon request.
2. Audit by Grantee. No less than annually, Grantee must conduct a comprehensive independent third-party audit of its data privacy and information security program and provide such audit findings to the Department.
3. Right of Audit by the State. Without limiting any other audit rights of the Department, the Department has the right to review Grantee's data privacy and information security program prior to the commencement of the Agreement's Statement of Work and from time to time during the term of this Agreement. During the providing of the Agreement's Statement of Work, on an ongoing basis from time to time and without notice, the Department, at its own expense, is entitled to perform, or to have performed, an on-site audit of Grantee's data privacy and information security program. In lieu of an on-site audit, upon request by the Department, Grantee agrees to complete, within 45 calendar days of receipt, an audit questionnaire provided by the Department regarding Grantee's data privacy and information security program.
4. Audit Findings. Grantee must implement any required safeguards as

identified by the Department or by any audit of Grantee's data privacy and information security program.

**S. 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 8. 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://egrams-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](mailto: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 website: <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.

## Project Contracts

[- UV - Underserved](#)

MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES  
PROJECT LISTING - Crime Victim Sustainability Fund - 2024  
CONTRACT MANAGEMENT SECTION  
City of Detroit

Attach No	Institution No	Contract No	State Amount	Local Amount	Total Project Amount	Project Title	Start Date	End Date	Project Manager	Phone#	Email Address	Principle Investigator
		E20245115-00	180,812.00	0.00	180,812.00	Underserved	10/01/2023	09/30/2024	Patrice Baker	(517) 896-2117	DHHS-DVS@michigan.gov	

Total:        180,812                    0        180,812

## Facesheet for Crime Victim Sustainability Fund - 2024

6/27/2024

Agency: City of Detroit  
Application: Underserved**1. Demographic Information**

- a. Demographic Information Name City of Detroit
- b. Organizational Unit
- c. Address 1301 Third Street
- d. Address 2 6th Floor
- e. City Detroit State MI Zip 48226-2503
- f. Federal ID Number 38-6004606 Reference No. 006530661 Unique Entity Id. GS94M2VMN MJ3
- g. Agency's fiscal year (beginning month and day) July-01
- h. Agency Type
- ☐ Native American Tribes ☐ Private, Non-Profit ☐ Private, Proprietary
- ☒ Public ☐ University
- i. Select the appropriate radio button to indicate the agency method of accounting.
- ☒ Accrual
- ☐ Cash
- ☐ Modified Accrual
- j. Institutional Number:

**2. Project / Service Information**

- a. Project / Service Information Name Underserved
- b. Is implementing agency same as Demographic Information ☒ Yes ☐ No
- c. Implementing Agency Name
- d. Project Start Date Oct-01-2023 End Date Sep-30-2024
- e. Amount of Funds Allocated \$180,812.00 Project Cost \$180,812.00

Facesheet for Crime Victim Sustainability Fund - 2024  
Agency: City of Detroit  
Application: Underserved

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6/27/2024

**3. Certification / Contacts Information****a. Project Director**

Name	Qiana Rivers				
Title	Budget Manager				
Mailing Address	1301 Third Avenue				
City	Detroit	State	MI	Zip	48226
Telephone	(313) 596-2105			Fax	
E-mail Address	riversq755@detroitmi.gov				

**b. Financial Officer**

Name	Patricia Young				
Title	Accountant				
Mailing Address	2 Woodward Avenue				
City	Detroit	State	MI	Zip	48226
Telephone	(313) 628-2355			Fax	
E-mail Address	Patricia.Young@detroitmi.gov				

**c. Authorized Official**

Name	Terri Daniels				
Title	Director				
Mailing Address	2 Woodward Ave. CAYMC				
City	Detroit	State	MI	Zip	48226
Telephone	(313) 224-3320			Fax	
E-mail Address	danielste@detroitmi.gov				

Certifications for Crime Victim Sustainability Fund - 2024  
Agency: City of Detroit  
Application: Underserved

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6/27/2024

**4. Assurances and Certifications****A. SPECIAL CERTIFICATIONS**

- a. ☒ By checking this box, the individual or officer certifies that he or she is authorized to approve this grant application for submission to the Department of Health and Human Services on behalf of the responsible governing board, official or Contractor.
- b. ☒ By checking this box, the individual or officer certifies that he or she is authorized to sign the agreement on behalf of the responsible governing board, official or Contractor.

**B. State of Michigan Information Technology Information Security Policy**

- 1. By checking the following boxes, the Grantee acknowledges compliance with State of Michigan Information Technology Information Security Policy\* and provides the following assurances:
  - a. ☒ The Grantee Project Director will be notified within 24 hours when its users are terminated or transferred or immediately if after an unfriendly separation.
  - b. ☒ The Grantee Project Director will annually review and certify user accounts to verify the user's access is still required and the user is assigned the appropriate permissions.
  - c. ☒ The Grantee Project Director will remove user's access within 48 hours of notification when users are terminated or transferred, or immediately if after an unfriendly separation.
  - d. ☒ After 120 days of inactivity, when the user attempts to log into their account they will receive a message stating their account has been deactivated, and the user will have to request the account be reinstated.

\*Policy available at [https://www.michigan.gov/documents/dmb/1340\\_193162\\_7.pdf](https://www.michigan.gov/documents/dmb/1340_193162_7.pdf)



Budget Detail for Crime Victim Sustainability Fund - 2024  
Agency: City of Detroit  
Application: Underserved

6/27/2024

	Line Item	Qty	Rate	Units	UOM	Total	Amount
<b>DIRECT EXPENSES</b>							
<b>Program Expenses</b>							
1	<b>Salary &amp; Wages</b>						
2	<b>Fringe Benefits</b>						
	Retirement	0.0000	5.000	124000.000		6,200.00	6,200.00
	FICA	0.0000	7.650	628935.000		48,114.00	48,114.00
	Worker's Compensation	0.0000	2.590	628935.000		16,289.00	16,289.00
	Hospitalization	0.0000	17.800	326580.000		58,131.00	58,131.00
	Unemployment	0.0000	5.900	628935.000		37,107.00	37,107.00
<b>Total for Fringe Benefits</b>						165,841.00	165,841.00
3	<b>Employee Travel and Training</b>						
4	<b>Supplies &amp; Materials</b>						
5	<b>Subawards – Subrecipient Services</b>						
6	<b>Contractual - Professional Services</b>						
7	<b>Communications</b>						
8	<b>Grantee Rent Costs</b>						
	Rent/Lease Notes : This will allow us to complete the rental agreement that we are currently negotiating. Attachment : <a href="#">RNT_1_FINAL DPD Lease at 4707 St. An.PDF</a>	0.0000	0.000	0.000		14,971.00	14,971.00
9	<b>Space Costs</b>						

Budget Detail for Crime Victim Sustainability Fund - 2024  
 Agency: City of Detroit  
 Application: Underserved

6/27/2024

	Line Item	Qty	Rate	Units	UOM	Total	Amount
10	Capital Expenditures - Equipment & Other						
11	Client Assistance - Rent						
12	Client Assistance - All Other						
13	Other Expense						
Total Program Expenses						180,812.00	180,812.00
TOTAL DIRECT EXPENSES						180,812.00	180,812.00
INDIRECT EXPENSES							
Indirect Costs							
1	Indirect Costs						
2	Cost Allocation Plan						
Total Indirect Costs						0.00	0.00
TOTAL INDIRECT EXPENSES						0.00	0.00
TOTAL EXPENDITURES						180,812.00	180,812.00

Budget Summary for Crime Victim Sustainability Fund - 2024  
Agency: City of Detroit  
Application: Underserved

6/27/2024

	Category	Total	Amount	Narrative
<b>DIRECT EXPENSES</b>				
<b>Program Expenses</b>				
1	Salary & Wages	0.00	0.00	
2	Fringe Benefits	165,841.00	165,841.00	
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	14,971.00	14,971.00	
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	0.00	0.00	
<b>Total Program Expenses</b>		180,812.00	180,812.00	
<b>TOTAL DIRECT EXPENSES</b>		180,812.00	180,812.00	
<b>INDIRECT EXPENSES</b>				
<b>Indirect Costs</b>				
1	Indirect Costs	0.00	0.00	

Budget Summary for Crime Victim Sustainability Fund - 2024  
Agency: City of Detroit  
Application: Underserved

6/27/2024

	Category	Total	Amount	Narrative
2	Cost Allocation Plan	0.00	0.00	
Total Indirect Costs		0.00	0.00	
TOTAL INDIRECT EXPENSES		0.00	0.00	
TOTAL EXPENDITURES		180,812.00	180,812.00	

Source of Funds for Crime Victim Sustainability Fund - 2024  
Agency: City of Detroit  
Application: Underserved

6/27/2024

**Source of Funds**

	Category	Total	Amount	Narrative
1	Source of Funds			
	MDHHS State Agreement	180,812.00	180,812.00	
	Fees and Collections - 1st and 2nd Party	0.00	0.00	
	Fees and Collections - 3rd Party	0.00	0.00	
	Local	0.00	0.00	
	Non-MDHHS State Agreements	0.00	0.00	
	Federal	0.00	0.00	
	Other	0.00	0.00	
	In-Kind	0.00	0.00	
	Federal Cost Based Reimbursement	0.00	0.00	
	<b>Total Source of Funds</b>	180,812.00	180,812.00	
	<b>Totals</b>	180,812.00	180,812.00	

Miscellaneous for Crime Victim Sustainability Fund - 2024  
Agency: City of Detroit  
Application: Underserved

6/27/2024

8. Supporting documentation, if required

Attachment Title	Attachment



## DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO - Development & Grants  
FILE NUMBER: OCFO - Development & Grants-0515

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**\* RE:**

Submitting reso. autho. Request to Accept and Appropriate the FY 2024 Community-Wide Assessment Grant.

**\* SUMMARY:**

The U.S. Environmental Protection Agency has awarded the City of Detroit Buildings, Safety Engineering, and Environmental Department with the FY 2024 Community-Wide Assessment Grant for a total of \$500,000.00. There is no match requirement. The total project cost is \$500,000.00.

**\* RECOMMENDATION:**

Request to Accept and Appropriate the FY 2024 Community-Wide Assessment Grant. The U.S. Environmental Protection Agency has awarded the City of Detroit Buildings, Safety Engineering, and Environmental Department with the FY 2024 Community-Wide Assessment Grant for a total of \$500,000.00. There is no match requirement. The total project cost is \$500,000.00.

**\* DEPARTMENTAL CONTACT:**

Name: Jalesa Beck  
Position: Program Analyst

**\*=REQUIRED**



**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•1258  
Fax 313•224•0542  
www.detroitmi.gov

July 1, 2024

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 2024 Community-Wide Assessment Grant**

The U.S. Environmental Protection Agency has awarded the City of Detroit Buildings, Safety Engineering, and Environmental Department with the FY 2024 Community-Wide Assessment Grant for a total of \$500,000.00. There is no match requirement. The total project cost is \$500,000.00.

The objective of the grant is to perform environmental assessments in Detroit, focusing on brownfield properties near or adjacent to the Joe Louis Greenway. The funding allotted to the department will be utilized to hire two environmental contractors, and pay for a community liaison stipend, travel and supplies.

If approval is granted to accept and appropriate this funding, the appropriation number is 21414.

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

DocuSigned by:  
*Matthew Spayth*  
17E14C346551487...  
**Office of Budget**

CC:  
Sajjiah Parker, Assistant Director, Grants



## Office of Development and Grants

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### RESOLUTION

**Council Member** \_\_\_\_\_

**WHEREAS**, the Buildings, Safety Engineering, and Environmental Department is requesting authorization to accept a grant of reimbursement from the U.S. Environmental Protection Agency, in the amount of \$500,000.00, to perform environmental assessments on brownfield properties in Detroit focusing on neighborhood commercial corridors near or adjacent to the Joe Louis Greenway; 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 accept and/or 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 21414, in the amount of \$500,000.00, for the FY 2024 Community-Wide Assessment Grant.



**OFFICE OF BROWNFIELDS AND LAND REVITALIZATION**

WASHINGTON, D.C. 20460

May 20, 2024

The Honorable Michael Duggan  
Mayor of Detroit  
2 Woodward Avenue, Suite 1126  
Detroit, MI 48226

Dear Mayor Duggan:

On behalf of the United States Environmental Protection Agency (EPA), I am pleased to congratulate you and confirm that the City of Detroit was selected as one of the entities EPA will begin negotiations with to award a cooperative agreement for an Assessment Grant. The City of Detroit submitted an outstanding application, and we deeply appreciate the tremendous commitment of time and energy that went into its preparation.

Since its inception in 1995, EPA's Brownfields Program has worked to help states, Tribal Nations, and communities around the country clean up and revitalize brownfield sites. We fully expect that these brownfield projects will provide benefits to the environment and economy of local communities. Ashley Green, your Regional Brownfields Contact, will work closely with the City of Detroit to negotiate the cooperative agreement prior to the grant award. You may contact Ashley Green at 312-886-6054 or [green.ashley@epa.gov](mailto:green.ashley@epa.gov).

Again, congratulations on being selected! We look forward to working with you.

Sincerely,

Patricia Overmeyer, Acting Director  
Office of Brownfields and Land Revitalization

cc: Ashley Green  
Anita Harrington

FY 2024 Brownfield Multipurpose, Assessment, and Cleanup Grant Selections  
FY 2024 Brownfield Revolving Loan Fund Supplemental Selections

Applicant/Recipient Name	Type of Application/Request	Site Name	Approved Funding
Region 5			
Illinois			
Chicago Southwest Development Corporation, IL	Cleanup	Former Washburne Trade School Parcel	\$2,000,000 *
Cook County Department of Environment and Sustainability, IL	RLF Supplemental	Community-Wide	\$950,000 **
Decatur, IL	Assessment	Community-wide	\$500,000
Illinois Environmental Protection Agency	RLF Supplemental	Community-Wide	\$3,500,000 **
Mendota, IL	Cleanup	Former Campbell Cleaners Property	\$1,270,305 *
Moving Pillsbury Forward, Springfield, IL	Cleanup	Buildings B, C, D, and G of the Former Pillsbury Plant	\$2,652,300 *
North Central Illinois Council of Governments	Assessment	Community-wide	\$1,500,000
Rockford, IL	RLF Supplemental	Community-Wide	\$3,500,000 **
South Beloit, IL	Cleanup	Former Mannino Property	\$1,461,005 *
Tri-County Regional Planning Commission, IL	Assessment	Community-wide	\$500,000
Indiana			
Crawfordsville, IN	Assessment	Community-wide	\$400,000
DeKalb County, IN	Assessment	Community-wide	\$500,000
Fort Wayne Redevelopment Authority, IN	Cleanup	Former OmniSource South Property	\$2,000,000 *
Indiana Finance Authority	RLF Supplemental	Community-Wide	\$1,000,000 **
Michiana Area Council of Governments, IN	Assessment	Community-wide	\$1,500,000
Michigan			
Bay Mills Indian Community, MI	Cleanup	Silver Dome Site	\$575,000 *
Calhoun County Land Bank Authority, MI	Assessment	Community-wide	\$1,500,000
Detroit, MI	Assessment	Community-wide	\$500,000
Lenawee Chamber Foundation, MI	Assessment	Community-wide	\$500,000
Macomb County Brownfield Redevelopment Authority, MI	RLF Supplemental	Community-Wide	\$1,000,000 **
Oakland County, MI	Assessment	Community-wide	\$1,500,000
South Haven, MI	Assessment	Community-wide	\$300,000
Tuscola County Economic Development Corporation, MI	Assessment	Community-wide	\$600,000
Minnesota			
Minnesota Department of Employment and Economic Development	RLF Supplemental	Community-Wide	\$1,000,000 **

\* Bipartisan Infrastructure Law Funding  
+ RLF Supplemental Funding is non-competitive funding for existing, high-performing RLF recipient



## DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO - Development & Grants  
FILE NUMBER: OCFO - Development & Grants-0513

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**\* RE:**

**Submitting reso. autho. Authorization to submit a grant application to the Michigan Department of Environment, Great Lakes, and Energy (EGLE), for the FY 2024 Michigan Brownfield Redevelopment Program Grant.**

**\* SUMMARY:**

The Buildings, Safety Engineering and Environmental Department is hereby requesting authorization from Detroit City Council to submit a grant application to the Michigan Department of Environment, Great Lakes, and Energy (EGLE) for the FY 2024 Michigan Brownfield Redevelopment Program Grant. The amount being sought is \$1,000,000.00. There is no City match requirement. The total project cost is \$1,000,000.00.

**\* RECOMMENDATION:**

**Authorization to submit a grant application to the Michigan Department of Environment, Great Lakes, and Energy (EGLE), for the FY 2024 Michigan Brownfield Redevelopment Program Grant.** The Buildings, Safety Engineering and Environmental Department is hereby requesting authorization from Detroit City Council to submit a grant application to the Michigan Department of Environment, Great Lakes, and Energy (EGLE) for the FY 2024 Michigan Brownfield Redevelopment Program Grant. The amount being sought is \$1,000,000.00. There is no City match requirement. The total project cost is \$1,000,000.00.

**\* DEPARTMENTAL CONTACT:**

Name: Jalesa Beck  
Position: Program Analyst

**\*=REQUIRED**



**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•1258  
Fax 313•224•0542  
www.detroitmi.gov

July 1, 2024

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 Michigan Department of Environment, Great Lakes, and Energy (EGLE), for the FY 2024 Michigan Brownfield Redevelopment Program Grant**

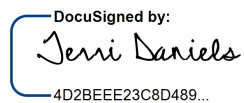
The Buildings, Safety Engineering and Environmental Department is hereby requesting authorization from Detroit City Council to submit a grant application to the Michigan Department of Environment, Great Lakes, and Energy (EGLE) for the FY 2024 Michigan Brownfield Redevelopment Program Grant. The amount being sought is \$1,000,000.00. There is no City match requirement. The total project cost is \$1,000,000.00.

The FY 2024 Michigan Brownfield Redevelopment Program Grant will enable the department to:

- Provide site assessments, due care and remediation for contaminated parcels for the Preserve on Ash III project.

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

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### RESOLUTION

**Council Member** \_\_\_\_\_

**WHEREAS**, the Buildings, Safety Engineering and Environmental Department has requested authorization from City Council to submit a grant application to the Michigan Department of Environment, Great Lakes, and Energy (EGLE), for the FY 2024 Michigan Brownfield Redevelopment Program Grant, in the amount of \$1,000,000.00, to provide assessments, due care and remediation for contaminated parcels for the Preserve on Ash III project; now

**THEREFORE, BE IT RESOLVED**, the Buildings, Safety Engineering and Environmental Department is hereby authorized to submit a grant application to the Michigan Department of Environment, Great Lakes, and Energy (EGLE) for the FY 2024 Michigan Brownfield Redevelopment Program 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](mailto:parkersa@detroitmi.gov) and the Department/Project assigned Development Officer.

<b>City Department</b>	BSEED
<b>Date</b>	06/28/2024
<b>Department Contact Name</b>	Anita Harrington
<b>Department Contact Phone</b>	313-300-6646
<b>Department Contact Email</b>	<a href="mailto:harringtona@detroitmi.gov">harringtona@detroitmi.gov</a>
<b>Grant Opportunity Title</b>	2024 EGLE Brownfields Grant
<b>Grant Opportunity Funding Agency</b>	Michigan Department of Environment, Great Lakes and Energy
<b>Web Link to Opportunity Information</b>	<a href="https://www.michigan.gov/egle/about/organization/remediation-and-redevelopment/brownfields/grants-and-loans">https://www.michigan.gov/egle/about/organization/remediation-and-redevelopment/brownfields/grants-and-loans</a>
<b>Award Amount (that Department will apply for)</b>	\$1,000,000
<b>Application Due Date</b>	July 15, 2024
<b>Anticipated Proposed Budget Amount</b>	\$1,000,000
<b>City Match Contribution Amount</b>	N/A
<b>Source of City Match (include Appropriation Number, Cost Center, and Object Code)</b>	N/A
<b>List of programs/services/activities to be funded and the Budget for each</b> <i>Sample:</i> - ABC Afterschool program: \$150,000 - XYZ Youth leadership program: \$100,000 - Salary/Benefits: \$95,000 - Supplies: \$5,000	Site assessment/Investigation- \$75,000 Due Care - \$548,500 Response Activity - \$196,000 Reporting & other - \$180,500
<b>Brief Statement of Priorities/Purpose for the Application</b> <i>Sample: To support expansion of promising youth development programs in MNO neighborhood.</i>	During the environmental investigation conducted by GEI in 2022, and sampling performed by AKT Peerless in 2024 for Preserve on Ash III, mercury and arsenic levels were above the Michigan Department of Energy, Great Lakes and Environment's (EGLE) generic residential clean-up criteria. Mercury and arsenic screening levels under Part 201 were found in nearly every onsite soil sample. Other contaminants, including volatile organic compounds and polynuclear aromatic hydrocarbons have also been found in scattered samples at concentrations above direct contact (DC) and Volatilization to Indoor Air Pathway (VIAP) screening levels. Remediation options have increased site work expenses significantly for this project. Brownfield funding will be used to remove the exposure risk and prevent exposure to contaminants in the fill soil. A Vapor Barrier and passive vapor mitigation system will be installed that will include a vapor barrier and sub-slab depressurization system. Direct contact concerns in the paved and green space areas of the site will be addressed with the removal and disposal of contaminated surface-soils, a demarcation barrier, and clean soils placed above the barrier
<b>Key Performance Indicators to be Used to Measure the Programs/Services/Activities</b> <i>Sample:</i> # of kids newly enrolled in ABC and XYZ % of kids from ABC who demonstrate improved educational performance	# of properties assessed # of new housing development and economic development initiated as a result

**David Bell**

Director's Name (Please Print)

Director's Signature

**6/28/2024**

Date



## DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO - Development & Grants  
FILE NUMBER: OCFO - Development & Grants-0518

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**\* RE:**

**Submitting reso. auth. Request to Accept and Appropriate the FY 2023 Project Safe Neighborhoods (PSN) Grant.**

**\* SUMMARY:**

The Black Family Development, Inc. (BFDI) has awarded the City of Detroit Police Department with the FY 2023 Project Safe Neighborhoods (PSN) Grant for a total of \$151,199.00. There is no match requirement. This grant is a sub-award from the U.S. Department of Justice. The total project cost is \$151,199.00.

**\* RECOMMENDATION:**

**Request to Accept and Appropriate the FY 2023 Project Safe Neighborhoods (PSN) Grant.** The Black Family Development, Inc. (BFDI) has awarded the City of Detroit Police Department with the FY 2023 Project Safe Neighborhoods (PSN) Grant for a total of \$151,199.00. There is no match requirement. This grant is a sub-award from the U.S. Department of Justice. The total project cost is \$151,199.00.

**\* DEPARTMENTAL CONTACT:**

Name: Jalesa Beck  
Position: Program Analyst

**\*=REQUIRED**





**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•1258  
Fax 313•224•0542  
www.detroitmi.gov

June 20, 2024

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 Project Safe Neighborhoods (PSN) Grant**

The Black Family Development, Inc. (BFDI) has awarded the City of Detroit Police Department with the FY 2023 Project Safe Neighborhoods (PSN) Grant for a total of \$151,199.00. There is no match requirement. This grant is a sub-award from the U.S. Department of Justice. The total project cost is \$151,199.00.

The objective of the grant is to create safer neighborhoods through a sustained reduction in gang violence and gun crime. The funding allotted to the department will be utilized to pay for overtime, travel and supplies for Detroit Police personnel. This is a reimbursement grant.

If approval is granted to accept and appropriate this funding, the appropriation number is 21409.

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:  
*Janani Yates*  
35BB8D3AC96D4D5...

Office of Budget

DocuSigned by:  
*Cheryl Smith-Williams*  
B8CAE73ETC57487...

Agreement Approved as to Form  
By the Law Department

## Office of Development and Grants

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### RESOLUTION

**Council Member** \_\_\_\_\_

**WHEREAS**, the Police Department is requesting authorization to accept a grant of reimbursement from the Black Family Development, Inc. (BFDI), in the amount of \$151,199.00, to create safer neighborhoods through a sustained reduction in gang violence and gun crime; 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 21409, in the amount of \$151,199.00, for the FY 2024 Project Safe Neighborhoods (PSN) Grant.

**BLACK FAMILY DEVELOPMENT (BFDI)**

**Violent Gang and Gun Crime Reduction—Project Safe Neighborhoods Grant Program**

**Detroit Police Department Subaward - Provider Contract**

**PROJECT SAFE NEIGHBORHOODS**

Subaward to The Detroit Police Department from Black Family Development under its Project Safe Neighborhoods Federal Grant Award for Violent Gang and Gun Crime Reduction;

Federal Award Number 15PBJA-23-GG-02467-GUNP

Contract Time Frame – October 1, 2023 – September 30, 2026

Contract Subaward Amount - \$151,199.00

**BLACK FAMILY DEVELOPMENT (BFDI)**

Violent Gang and Gun Crime Reduction—Project Safe Neighborhoods Grant Program

**Detroit Police Department Subaward - Provider Contract**

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**BLACK FAMILY DEVELOPMENT (BFDI)**

**Violent Gang and Gun Crime Reduction—Project Safe Neighborhoods Grant Program**

**Detroit Police Department Subaward - Provider Contract**

Exhibit 1 – Performance Measures

Exhibit 2 – Detailed Budget

THIS CONTRACT is between **Black Family Development, Inc.**, a Michigan non-profit corporation with principal offices at 2995 East Grand Blvd., Detroit, Michigan 48202 and the **City of Detroit, Police Department** (the contractor) with its principal offices at 1301 Third Street, Detroit, Michigan 48226.

**1. PURPOSE**

- 1.01** The implementation of Project Safe Neighborhoods in the Eastern District of Michigan is designed to “create safer neighborhoods through a sustained reduction in gang violence and gun crime. The effectiveness of Project Safe Neighborhoods is based on the cooperation of local, state, and federal agencies engaged in a unified approach led by the U.S. Attorney’s Office.”
- 1.02** The following five design features to address specific gun crime and gang violence will be implemented in Project Safe Neighborhoods: partnerships, strategic planning, training, outreach, and accountability. (See Exhibit 1)

**2. ENGAGEMENT OF CONTRACTOR**

- 2.01** Black Family Development engages the Contractor and the Contractor agrees to faithfully and diligently perform the services according to the terms and conditions contained in this Contract and the standard of professional practice within your respective organization.
- 2.02** City of Detroit, Police Department, as the contractor, shall not subcontract work described in this Contract, excepting such procurements already budgeted and otherwise approved by Black Family Development, such as those procurements contemplated in Exhibit 2 attached hereto and incorporated herein by reference. Black Family Development



**BLACK FAMILY DEVELOPMENT (BFDI)**  
**Violent Gang and Gun Crime Reduction—Project Safe Neighborhoods Grant Program**  
**Detroit Police Department Subaward - Provider Contract**

acknowledges that such procurements are not inconsistent with the terms of the Project Safe Neighborhoods federal grant conditions.

**3. RELATIONSHIP OF PARTIES**

**3.01** Contractor Status: The relationship between Black Family Development and said Contractor, as well as their respective employees and agents, is that of Contractor, and neither shall be considered an agent or representative of the other Party for any purposes, nor shall either hold itself out to be an agent or representative of the other for any purposes.

**4. DESCRIPTION OF PROJECT**

**4.01** Project Safe Neighborhoods (PSN) Task Force for the Eastern District of Michigan, of which City of Detroit Police Department is a member, will implement a 36 month comprehensive gang and gun crime reduction program to reduce gang crime and violence through coordinated suppression, prosecution, community policing, and prevention, intervention and treatment. Detroit Police personnel, will conduct uniform, plainclothes and undercover operations, including intelligence gathering, and spotting collaboratively with DPD operation units, CVRP, state, federal and county law enforcement agencies.

**4.02** "Task Force" is defined as an operational entity that works together in a multi-jurisdictional capacity, on a full-time basis and reports for duty in a space defined as the Task Force Operations Office by the multi-jurisdictional partners.

**5. PERFORMANCE OBJECTIVES**

**5.01 Objective 1:** Establish and expand evidence-based programming in PSN

**BLACK FAMILY DEVELOPMENT (BFDI)**

**Violent Gang and Gun Crime Reduction—Project Safe Neighborhoods Grant Program  
Detroit Police Department Subaward - Provider Contract**

task forces so that they can effectively and sustainably prevent and respond to gun and gang crime.

**5.02 Objective 2:** Create and maintain coordination among federal, state, local, and tribal law enforcement and prosecution officials; researchers; social service providers; and community members with an emphasis on prevention, tactical intelligence gathering, more vigorous and strategic prosecutions of gun and gang crimes, and enhanced accountability

**6. SCOPE OF SERVICE**

**6.01** Black Family Development, Inc., as the Fiscal Agent for Project Safe Neighborhoods, in collaboration with the Grant Selection committee, has selected the Detroit Police Department (DPD) as a Policing Partner. DPD is the primary law enforcement agency for the City of Detroit and is uniquely positioned to work towards the reduction of incidents of violent crime. DPD, through multiple evidence-based violence reduction programs, has been targeting gang violence for more than a decade and as such, operationally aligned with the gang-set aside requirement. As a result of the work of DPD, Detroit has made considerable progress in reducing gang and gun related violent crime. This work is founded on a collaborative working group comprised of strong law enforcement partnerships that have formed together as a task Force. This Task Force includes the Detroit Police Department, the Wayne County Prosecutor's Office, the Michigan Department of Corrections, the U.S. Attorney's Office-Eastern District of Michigan, and Research Partner Michigan State University. This project has, and will continue to, leverage these partnerships to address the persistent gun violence in a select area of Detroit's 9<sup>th</sup> Precinct. DPD will continue to implement a three-pronged approach as the foundation for this PSN strategy. This includes the targeted prosecution of known gang members, multi-agency targeted enforcement functions (search

**BLACK FAMILY DEVELOPMENT (BFDI)****Violent Gang and Gun Crime Reduction—Project Safe Neighborhoods Grant Program****Detroit Police Department Subaward - Provider Contract**

warrants, arrest warrant sweeps, traffic enforcement, MDOC compliance checks, etc.), and closely monitoring high-impact offenders that are on probation or parole long-term gang investigations (search warrants, arrest warrants, surveillance, etc.).

**7. PERFORMANCE METRICS**

**7.01** Project Safe Neighborhoods contractors are required to capture, measure and report out on data that aligns with establishing and expanding evidence-based programming as outlined in **Exhibit 1, Performance Measures Metric**.

**8. INTERNAL CONTROLS**

**8.01** All contractors are required to have accounting systems that accurately account for funds contracted to them. A contractor's financial management system may be reviewed at any time after receiving a contract.

**8.02** To be an acceptable financial management system, the contractors system must:

- Maintain detailed and auditable records.
- Track the funding received from Black Family Development, Inc. for Project Safe Neighborhoods separately from other grants and other funding sources.
- Document the following information:
  - Amounts received
  - Amounts billed



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**9. DEBARMENT & SUSPENSION**

- 9.01** All contractors involved in the Project Safe Neighborhoods Grant must complete and return the Debarment and Suspension Certification with their signed BFDI contract. The certification must be submitted to the Chief Executive Officer of Black Family Development, Inc. Guidance on the Government-wide common rule for debarment and suspension is found at Title 2 CFR Part 180. Actions that lead to Debarment and Suspension include Fraud, Falsifying Certifications, No Drug Free Workplace, Lobbying, Misappropriating Funds, Not Turning in Required Reports, Material Findings in Audits, No Audits and Lack of Internal Controls.
1. By signing and submitting this agreement, the subcontractor participant is providing the certification set out below.
  2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the subcontractor participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or Board with which this transaction originated may pursue available remedies, including suspension and/or debarment.
  3. The subcontractor participant shall provide immediate written notice to the person to which this agreement is submitted if at any time the subcontractor participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
  4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact

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the person to which this agreement is submitted for assistance in obtaining a copy of those regulations.

5. The subcontractor participant agrees by submitting this agreement that, should the covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or Board with which this transaction originated.
6. The subcontractor participant further agrees by submitting this agreement that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a participant in a subcontractor covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters

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into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or Board with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**10. COST ALLOCATIONS**

**10.01** Per Title 2 CFR Part 225 and Part 230, Black Family Development, Inc. require that a cost billed to the Project Safe Neighborhoods be all of the following:

- Allowable
- Necessary to the performance of the project
- Reasonable
- Allocable to the project and consistently treated as a direct cost on other projects
- Not profitable
- Claimed against only one contract
- Permissible under State and Federal laws and regulations

**10.02** All costs billed for Project Safe Neighborhoods, must:

- Be approved in the budget
- Be in line with and necessary to achieve the program goals and objectives
- Include sufficient support
- Not be supplanted

**10.03** For purposes of Project Safe Neighborhoods budgeting and billing, the following Table 1 outlines cost that are allowable and unallowable:



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Table 1. Allowable and Unallowable - Cost Categories		
Allowable Direct	Allowable Indirect	Unallowable
<ul style="list-style-type: none"> <li>Salaries and wages for direct labor employees (including fringe benefits, such as holidays, sick leave, etc.)</li> <li>Other employee fringe benefits allocable to direct labor employees</li> <li>Consultant services contracted to accomplish specific project objectives</li> <li>Travel of direct labor employees</li> <li>Materials and supplies purchased directly for use on a specific project &lt;\$5k</li> <li>Equipment &gt; \$5K</li> </ul>	<ul style="list-style-type: none"> <li>Maintenance of buildings (rent, electricity, heat)</li> <li>Expenses associated with telephone and IT services</li> <li>General supplies</li> <li>Depreciation</li> <li>Costs associated with overhead staff</li> <li>Other costs not readily identifiable with a particular project</li> </ul>	<ul style="list-style-type: none"> <li>Lobbying</li> <li>Items not included in approved budget</li> <li>Cost that should be charged to another grant</li> <li>Alcoholic beverages</li> <li>Entertainment, including amusements, diversions, social activities, and tickets to shows or sporting events (including associated meals, lodging, rentals, transportation, or gratuities)</li> <li>Fines and penalties</li> <li>Visa and passport fees</li> <li>Write-offs for bad debt expenses</li> <li>Contributions or donations to charities</li> <li>Contingencies</li> <li>Fundraising and investment management costs</li> <li>Goods or services for personal use</li> <li>Interest on borrowings, regardless of form</li> <li>Land acquisition</li> <li>Compensation of full-time Federal employees</li> <li>Travel of most Federal employees</li> </ul>

## 11. FRAUD, WASTE AND ABUSE

**11.01** Contractors for Project Safe Neighborhoods are encouraged to be aware of common contract fraud schemes. This knowledge is the best way to reduce or even eliminate the risk of fraud. Therefore, Contractors are required to adopt effective fraud risk-management efforts within their organizations, and to encourage their staff and vendors to do the same in order to prevent and detect fraud as early as possible. Please note that the consequences of contract fraud can include:

- Debarment from receiving Federal Funding or Black Family Development, Inc. contracts
- Black Family Development, Inc. recovery of funds
- Civil lawsuits and criminal prosecution/incarceration
- A combination of all or some of these remedies

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**12. BUDGET LINE ITEM CHANGES**

**12.01** Black Family Development, Inc. requires that all changes in contract budget line items have prior written approval. In some instances, budget line item changes may require a Grant Adjustment Notice (GAN) which will need to be approved by both BFDI and the Department of Justice. Note also that the policy for GAN's is that only one can be approved per award.

**13. INVOICING**

**13.01** All activities for funding reimbursement must be executed within the geographic area defined by the grant proposal. The PSN focus area is Detroit's 9<sup>th</sup> precinct, and hotspots within the 9<sup>th</sup> precinct.

**13.02** Contractors involved in Project Safe Neighborhoods are required to submit invoices no later than 7 days after the month of the invoice (**Example, May 2023 invoice must be submitted by June 7, 2023, in order to be paid by June 14, 2023 if approved**). Invoices should contain the following pieces of information that tie the expense directly to the funded program:

- Name of contractor and invoice date.
- Invoice number, as assigned by the contractor.
- Description, price, and quantity of the item and/or services actually delivered that match each line in the approved budget. Examples of required and authorized documentation include:
  - Time Sheets
  - Payment Receipts
  - Mileage Forms
  - Conference Registrations including Training Topics and verification of attendance
  - Lodging
- Payment terms that include the contractors' invoice due date.
- Other substantiating documentation or information as required by a contract.
- Name, title, telephone number, and complete mailing address of contract contact person.

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- Prior to payment, invoices must be approved by persons in Black Family Development, Inc. with the authority to do so.

Approved invoices will be paid within 7 days of receipt after funds are received from the Department of Justice.

**14. REPORTING REQUIREMENTS**

**14.01** Black Family Development, Inc. requires contractors for Project Safe Neighborhoods to submit both financial and program reports. These reports describe the status of the invoices billed to the project, compare actual accomplishments to objectives, and provide other pertinent information. Contractor agreements may also include information regarding reporting requirements specific to the particular contract. Progress reports must be submitted within 14 days after the end of the reporting periods for the life of the contract. Unless otherwise noted, the final report, including the final evaluation report, is due within 45 days after the end date of the contract period.



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2023-26 Reporting Periods				
Report Months	Report Required	2023-24 Due Date	2024-25 Due Date	2025-26 Due Date
Oct – Dec 1 <sup>st</sup> Quarter	Performance Metrics Tool (PMT)	January 14, 2024	January 14, 2025	January 14, 2026
Jan – Mar 2 <sup>nd</sup> Quarter	PMT and Progress Report	April 14, 2024	April 14, 2025	April 14, 2026
Apr – June 3 <sup>rd</sup> Quarter	PMT	July 14, 2024	July 14, 2025	July 14, 2026
Jul – Sept 4 <sup>th</sup> Quarter	PMT and Progress Report	October 14, 2024	October 14, 2025	October 14, 2026
Final Closeout Report	PMT, Progress, and Evaluation Report			November 15, 2026
Site Reviews Scheduled			May 2025	November 2026

## 15. CONTRACT CLOSEOUT

**15.01** Contractors have 45 days after the contract period end date to close out their contracts. This is also called the liquidation period. It is intended to allow contractors the necessary time to provide support for all open issues and invoices. **This time frame cannot be used to add new cost for services that have not been billed before or for services that were not approved in the original contract.** Contractors should start the closeout process as soon as the project is completed and all approved funding has been spent. **If the closeout process has not been initiated within 30 days of the project period end date,** Black Family Development, Inc. will begin the closeout process without the contractor's consent. This is referred to as an administrative closeout.

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**16. TERMINATION**

**16.01** Black Family Development, Inc. or the contractor, may terminate this contract at any time for any reason by giving at least thirty (30) day notice in writing to Black Family Development, Inc. If the contract is terminated by Black Family Development, Inc., the contractor will be paid for all approved and completed services as of the termination date.

**17. INSURANCE REQUIREMENT**

**17.01** The language below covers the City and its employees as articulated by the City Charter. Self-insured means that the municipal corporation has been authorized by the state to be responsible for its own liability. The extent of coverage is articulated and limited by the City Charter. The sub awardee, service contractor, The City of Detroit is a Michigan municipal corporation, and is self-insured.

**18. INDEMNIFICATION**

**18.01** Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law. The City does not waive any right or defense of governmental immunity as granted by statute, case law or otherwise.



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**19. CONTRACT BUDGET/TIME FRAME**

**19.01** The total budget allocation is \$151,199.00, with Year One (1) funding at \$53,756.00, and Year Two (2) funding at \$48,721.00 and Year Three (3) at \$48,722.00. This budget will support overtime, training, conferences, meetings, and supply cost as indicated in the proposal budget. Please see detailed budget in Exhibit 2.

**19.02** The contract time frame is from October 1, 2023, to September 30, 2026.

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**20. COPYRIGHT; DATA RIGHTS**

20.01 The recipient acknowledges that the Federal sponsor reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

The recipient acknowledges that Federal sponsor has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

**21. PUBLICATION**

21.01 Contractor is free to publish reports or results of the research being performed under this agreement. Contractor will submit any proposed publications, reports, or other written materials that will be published to Black Family Development, Inc. for review and comment 35 days prior to publication so Black Family Development, Inc. can meet its obligations under the prime Federal award.

**22. FEDERAL AWARD CONDITIONS**

22.01 All terms and conditions of the Federal prime award that are applicable to Contractor are included in this subaward.

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**23. SIGNATURES**

Wherefore, the undersigned parties have executed this agreement, intending to be bound hereby.

**City of Detroit, Police Department**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**Black Family Development, Inc.**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name:      Kenyatta Stephens

Title:              Chief Executive Officer

Address:           2995 East Grand Boulevard

Detroit, MI 48202

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## **Exhibit 1. Performance Measures**

### **Performance Measures**

#### **Report Due Dates:**

1<sup>st</sup> Quarter - Due April 14, 2024

2<sup>nd</sup> Quarter - Due July 14, 2024

3<sup>rd</sup> Quarter - Due October 14, 2024

4<sup>th</sup> Quarter - January 14, 2025



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The following pages outline general questions and performance measures for the Bureau of Justice Assistance (BJA) and BFDI - *Violent Gang and Gun Crime Reduction (also known as Project Safe Neighborhoods; PSN) Grant Program*.

A PSN evaluation, funded by the National Institute of Justice and conducted by Michigan State University (MSU), found that PSN target cities achieved a 4.1 percent decline in violent crime compared to a 0.9 percent decline in non-target cities and of the PSN sites for which case studies were conducted, 8 out of 10 experienced statistically significant reductions in violent crime, ranging from 2 percent to 42 percent. Key factors for success included U.S. Attorney's Office leadership, cross-agency buy-in, and the flexibility of the program to adjust to the realities of individual jurisdictions.

Drawing on the results of MSU's evaluation, PSN's goal is to reduce gun and gang violence by the most violent individuals in target neighborhoods by employing a research-driven, intelligence-led, and problem-solving approach to reducing firearm and gang violence through enforcement, deterrence, and prevention.

**PROGRAM OBJECTIVES**

- **OBJECTIVE 1:** Establish and expand evidence-based programming in PSN task forces so that they can effectively and sustainably prevent and respond to gun and gang crime.
- **OBJECTIVE 2:** Create and maintain coordination among Federal, State, local, and tribal law enforcement and prosecution officials; researchers; social service providers; and community members with an emphasis on prevention, tactical intelligence gathering, more vigorous and strategic prosecutions of gun and gang crimes, and enhanced accountability.

**STRUCTURE OF THE QUESTIONNAIRE**

The *PSN Grant Program* questionnaire contains performance measures and narrative (goals and objectives) questions. Complete the performance measures in the BJA – BFDI Performance Measurement Tool (PMT) four times per year to report on your activity during the prior 3 months, also known as a reporting period. Complete the goals and objectives questions twice each year.

**ROLES AND RESPONSIBILITIES FOR COMPLETION**

BJA and BFDI's expectation is that the person completing these questions will know the status and progress of all aspects of your PSN program. Therefore, your agency's PSN coordinator/grantee point of contact (or another designated person with working knowledge of the PSN project) should complete these questions on your PSN initiative's behalf. Your agency may also need to consult with BFDI, the PSN research partner and other partner agencies to complete these responses.

**PMT REPORTING PERIODS**

In July and January of each year, you will be responsible for creating a report from the PMT below that BFDI will upload into the Grants Management System (GMS). This is the GMS report. During the non-submission reporting periods, you are encouraged to create reports for your records, but you will not upload them to the GMS. Enter your responses to the questions that follow in the PMT . If you have any questions about the PMT or performance measures, please call **BFDI's PSN Contract Manager – Vincent Teat at 313-758-0150** or send an e-mail to [vteat@blackfamilydevelopment.org](mailto:vteat@blackfamilydevelopment.org).

**Note: Data entry will occur quarterly, with a 30day submission period following the close of the reporting period.**

If you have questions about your program, please contact your State Policy Advisor (SPA) at <https://www.bja.gov/About/Contacts/ProgramsOffice.html>

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Is this the last reporting period for which the contractor will have data to report?

Yes/No

**CONTRACT ACTIVITY**

1. Was there **contract activity** during the reporting period? *There is contract activity when the contractor has obligated, expended, or drawn down grant funds to implement objectives proposed in the BJA-BFDI approved contract. If you select "Yes," the program becomes Operational and should remain so until the contract ends.*

A. Yes/No

B. If No, please select from the following responses:

Reason(s) for no grant activity during the reporting period.		Select all that apply
In procurement		<input type="radio"/>
Project or budget not approved by BFDI, county, city, or State governing agency		<input type="radio"/>
Waiting to hire project manager, additional staff, or coordinating staff		<input type="radio"/>
Paying for the program using prior Federal funds		<input type="radio"/>
Administrative hold (e.g., court case pending)		<input type="radio"/>
Still seeking BFDI budget approval		<input type="radio"/>
Waiting for partners or collaborators		<input type="radio"/>
Other		<input type="radio"/>
If Other, please explain		

2. Please complete the following table indicating the percentage of your PSN contract allocated for each of the following categories. *Percentage allocations should represent the entire life of the award but can be updated by reporting period as needed. Please enter whole numbers only. Total must be equal to 100%.*

Allocation category	Percent of overall program funding
Police agency	
Research partner	
All other partners/agencies	
<b>Total</b>	

A. If Other, please explain \_\_\_\_\_



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**SITE/PROJECT INFORMATION**

This section's purpose is to collect baseline information about your PSN project. All of these questions are required during the first reporting period and will carry forward into subsequent reporting periods. Your responses can be updated as needed.

3. What was the start date (month/year) of your PSN program? *Your program's start date may be different from the date when you received your contract. (Baseline)*

A. Month/Year: \_\_\_\_\_

4. Please provide the **primary** point of contact (POC) for the PSN initiative. *If there has been a change in the POC, please update. (Carry-forward)* A. Name: \_\_\_\_\_

B. PSN POC information:

1. Telephone number: \_\_\_\_\_
2. E-mail: \_\_\_\_\_
3. Address: \_\_\_\_\_

5. Has there been a change in **agency or project leadership** during the reporting period? *(Carry-forward)* A. Yes/No

B. If Yes, please explain \_\_\_\_\_

6. Please provide the **primary** POC for the research partner that your agency will be working with as part of this PSN program. *If there has been a change in the research partner POC, please update. (Carry-forward)*

A. Name: \_\_\_\_\_ B. Research partner POC information:

1. Telephone number: \_\_\_\_\_
2. E-mail: \_\_\_\_\_
3. Address: \_\_\_\_\_

7. Has there been a change in your PSN research partner or a significant change in the research partner team members during the reporting period? *(Carry-forward)*

A. Yes/No

B. If Yes, please explain \_\_\_\_\_

8. How does your site plan to sustain the PSN program post-funding completion, possibly without subsequent PSN funding? *Select all that apply. (Carry-forward)*

- A. \_\_\_\_\_ Continue to invest in research partnerships
- B. \_\_\_\_\_ Continue to use data analysis to inform and improve strategic and tactical responses
- C. \_\_\_\_\_ Foster community partnerships through systematic public outreach
- D. \_\_\_\_\_ Systematically offer in-service training

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- E. ☐ Replicate the PSN programs, if applicable
- F. ☐ Plan to seek long-term funding (grants, local funding, foundation funding) G.
- ☐ Other (please describe)

9. Which of the following partners did you consult when completing the performance measures during the reporting period? *(Carry-forward)* Select all that apply.

- A. ☐ Law enforcement partner
- B. ☐ Research partner
- C. ☐ United States Attorney's Office representative
- D. ☐ Community partner
- E. ☐ Prosecutors
- F. ☐ Corrections/community corrections
- G. ☐ Other (please describe)



**BLACK FAMILY DEVELOPMENT (BFDI)****Violent Gang and Gun Crime Reduction—Project Safe Neighborhoods Grant Program  
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This section's purpose is to measure the establishment of sustainable research activities and analysis that PSN task force community agencies have integrated into their strategic and tactical operations.

Overall OJP program measures related to this section include: • Percentage of PSN sites with completed strategic action plans, and

- Percentage of PSN sites that have completed a problem analysis.

10. Has your PSN task force completed all activities that were defined and outlined in your site's Strategic Action Plan?

A. Yes/No

B. If Yes, skip to question 12

11. Based on the Strategic Action Plan template, please select the development status of each of the following PSN Strategic Action Plan activities during the reporting period.

<b>Action plan activities</b>	<b>Not applicable</b>	<b>Not started</b>	<b>In progress</b>	<b>Completed</b>
Analyzed most recent violent crime, gun, and gang crime data in the target area, based on Uniform Crime Reporting or other local source(s) information	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Identified the problem and research methods based on specific data elements and analysis	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Utilized the Violence Reduction Assessment Tool	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Identified target areas for the PSN initiative	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Identified goals for the PSN initiative	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Identified an approach (evidence-based, promising, and/or innovative strategies to be employed to address the target problem)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Established a research design or plan (describing special experience of the research team and how the plan defines a dynamic problem-solving process that will periodically use data analysis)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Identified community partners/members that will help with implementing the PSN initiative	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Identified collaboration and outreach strategies to accomplish project objectives	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

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Developed a sustainability plan for the PSN initiative	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Submitted Strategic Action Plan to BFDI	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

12. Did you complete the problem analysis during the reporting period? *Problem analysis is an approach/method/process conducted within the police agency in which formal criminal justice theory, research methods, and comprehensive data collection and analysis procedures are used in a systematic way to conduct in-depth examination of, develop informed responses to, and evaluate crime and disorder problems.*<sup>1</sup>

- A. Yes/No  
B. if No, skip to Data Tracking and Data Analysis section

13. In which of the following activities did your research partner assist with the problem analysis during the reporting period? *Select all that apply.*

- A. ☐ Provided training and/or technical assistance to agency analysts  
B. ☐ Introduced new partners to the working group to assist with problem response  
C. ☐ Collected data for the problem analysis  
D. ☐ Conducted or assisted in ongoing data analysis  
E. ☐ Interpreted analysis results  
F. ☐ Provided recommendations on program strategies  
G. ☐ Presented analysis results/recommendations to the agency and/or PSN working group partners  
H. ☐ Communicated analysis results/recommendations to groups outside of the agency and/or PSN project working group (e.g., local government, community organizations, media)

**DATA TRACKING AND DATA ANALYSIS**

Data tracking and analysis are important to assist in targeting responses appropriately. Data tracking and analysis are also used to assure the program is being implemented as planned so the targeted response can be improved if needed. This section asks specific questions about analysis you conducted as part of your PSN program and how you use this analysis in the response/implementation process. Overall OJP program measures related to this section include:

- Percentage of PSN sites performing data analysis, and
- Percentage of PSN sites using certain data.

14. Which of the following groups performed data analysis for the PSN program during the reporting period? *Data analysis includes reviewing data to find information and support decision making. Select all that apply.*

- A. ☐ Data was not analyzed this reporting period (skip to question 18)  
B. ☐ Sworn employees of the police agency

<sup>1</sup> Boba, R. (2003). *Problem analysis in policing*. Washington, D.C.: Police Foundation.

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- C. ☐ Civilian employees of the police agency
- D. ☐ Research partner E. ☐ Outside contractor
- F. ☐ Community partners
- G. ☐ Employees of the prosecutor's office
- H. ☐ Other (please describe)

15. Which of the following data sources did your site use for your PSN project during the reporting period? *Select all that apply.*

- A. ☐ Official police call, crime and arrest data (e.g., calls for service, officer-initiated calls for service, crime incident reports, or arrest reports)
- B. ☐ Internal agency pre-existing data tracking (e.g., citizen complaints)
- C. ☐ Community data (e.g., foreclosures, health and human services data, or other community data)
- D. ☐ Corrections data (probation and parole data)
- E. ☐ Prosecution data (pretrial data)
- F. ☐ Court data (case outcomes, convictions, sentences)
- G. ☐ Social service provider data (number of clients, number of sessions)
- H. ☐ Client risk assessments
- I. ☐ Focus group data (focus groups of community members, officers, or victims)
- J. ☐ Survey data (surveys of community members, officers, clients, or victims)
- K. ☐ Systematic observations of places by trained observers (e.g., physical disorder)
- L. ☐ Intelligence from confidential or other informants
- M. ☐ Youth-focused data (juvenile justice system data, gang-related data, school data)
- N. ☐ National Integrated Ballistics Intelligence Network
- O. ☐ Other (please describe)

16. What types of data analysis did you conduct to inform the work of your PSN site task force during the reporting period? *Select all that apply.*

- A. ☐ Trend analysis
- B. ☐ Crime mapping C. ☐ Risk terrain mapping
- D. ☐ Social network analysis E. ☐ Gang audits
- F. ☐ Repeat violent persons analysis
- G. ☐ Crime pattern analysis
- H. ☐ Gunshot detection and location analysis (e.g., shot spotter)
- I. ☐ None of the above
- J. ☐ Other (please describe)

17. Please indicate whether your task force used analysis to inform the following PSN program activities during the reporting period. *Analysis includes the review of crime data, disorder data, objective criteria, or other systematic data sources (e.g., systematic observations of place, survey data) to inform task force activities and decision making. If you answer "Not applicable," this*



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*indicates that you do not perform this activity at your site. If you answer “No,” this indicates that your site performed this activity but did not use analysis to inform the activity.*

	Not applicable	Yes	No
Working group activities	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Prosecution partner activities	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Law enforcement partner activities	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Call-in meetings for at-risk people	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Adjustment to the target area	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Compilation/adjustments to at-risk person list/population	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Corrections, reentry, or community corrections interventions	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Criminal investigations	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Crime-prevention activities	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Hospital-based interventions	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Community empowerment through information dissemination	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Other	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
If Other, please describe			

18. In which of the following activities did your research partner assist with the PSN program response during the reporting period? *Select all that apply.*

- A. \_\_\_\_ Provided training and/or technical assistance to agency analysts
- B. \_\_\_\_ Introduced new partners to the PSN working group to assist with problem response
- C. \_\_\_\_ Collected data for the problem response analysis
- D. \_\_\_\_ Conducted or assisted in ongoing data analysis
- E. \_\_\_\_ Interpreted analysis results
- F. \_\_\_\_ Provided recommendations on program strategies
- G. \_\_\_\_ Presented analysis results/recommendations to the agency and/or PSN working group partners
- H. \_\_\_\_ Communicated analysis results/recommendations to groups outside of the agency and/or PSN project working group (e.g., local government, community organizations, media)
- I. \_\_\_\_ Other (please explain)

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19. Has your research partner provided you with any PSN project products (e.g., community survey findings, defined gun violence hot spots and comparison areas, progress reports, presentation slides, final report) during the reporting period?

A. Yes/No

B. If Yes, how many products were provided? \_\_\_\_

C. If Yes, please list and briefly describe the products you received

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This section's purpose is to measure training availability on PSN initiatives during reporting periods. This section also focuses on the frequency and quality of training and technical assistance (TTA) provided by BJA or BFDI-funded training assistance partners. The overall OJP program measures related to this section are:

- Number of personnel trained on methods used for the PSN initiative (gun and gang violence),
- Number of TTA requests during the reporting period, and
- Quality of the TTA interaction during the reporting period.

20. Did PSN task force members receive training during the reporting period?

- A. Yes/No  
 B. If No, please skip to question 22  
 C. If Yes, how many types of trainings did your task force members attend during the reporting period?

\_\_\_\_\_

21. For each of the trainings task force members received, please indicate the number of task force members who attended the training and the length of the course in hours during the reporting period. *Count each person only once per training topic, regardless of how many times he/she attended the training.*

Training name	Number of training sessions received	Number people trained	Length of course	Training provided by

22. Did you/your agency/entire task force receive any technical assistance from BFDI or any other BJA funded programs during the reporting period? *Technical assistance can be defined as using a partner for assistance implementing programs, strategic planning, curriculum development, data analysis, meetings, fostering relationships, trainings, research and information requests, and other technical areas that would supplement your PSN program.*

- A. Yes/No  
 B. If No, skip to Task Force Partnerships section.  
 C. If Yes, how many TTA providers did you work with during the reporting period? \_\_\_\_\_

23. For each of the technical assistance engagements with a TA provider during the reporting period, please enter the following questions. *The number of entries should equal the number you entered in question 22 C.*

Name of technical assistance provider	Nature of contact (select all that apply)	Number of engagements	Satisfaction	Feedback on your encounters with this TA Provider
	Phone call In-person meeting Video conference Site visit Conference Other (if Other, please explain)	[Positive whole number]	Very satisfied Satisfied Neither satisfied nor dissatisfied Dissatisfied Very dissatisfied	



**BLACK FAMILY DEVELOPMENT (BFDI)****Violent Gang and Gun Crime Reduction—Project Safe Neighborhoods Grant Program****Provider Contract – City of Detroit, Police Department****TASK FORCE PARTNERSHIPS**

The PSN task force partnerships (or working groups) are an important component of the PSN program. The task force is defined as personnel within the law enforcement agency, the research partner, and any other external partner(s) who are involved in the project's strategic operations. This group may also include task force subcommittees and any other agency staff who will experience an impact as a result of the PSN program implementation. The task force and other partners should collaborate throughout the PSN program to help with planning and implementation activities.

This section asks questions about your PSN task force and other partnership activity during the reporting period. Overall OJP program measures related to this section include:

- Frequency of PSN task force partnership meetings,
- Number of partners involved in PSN task force partnerships, and
- Number of activities PSN task force is conducting.

24. How often did your PSN task force hold organized meetings during the reporting period? *Select the answer that best approximates how often you met.*

- A. \_\_\_\_ We did not meet this quarter (skip to Response to Problem section)
- B. \_\_\_\_ Daily
- C. \_\_\_\_ Weekly/biweekly
- D. \_\_\_\_ Monthly
- E. \_\_\_\_ Quarterly

25. Please rate the following PSN task force partners based on this statement: "This partner was actively involved in the PSN initiative this reporting period." *Please rate your partners on a scale of 1–5 as indicated below. If you have multiple partners in a category, please rate them as a whole. If a partner fits in more than one category, please rate it in the one category that fits the best for that partner. Please do not rate yourself.*

		Strongly Disagree	Disagree	Neither Agree Or Disagree	Agree	Strongly Agree
<i>This partner is actively involved in the PSN program</i>	NA	1	2	3	4	5
State leadership (e.g., governor's office)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Tribal leadership	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Local leadership (e.g., mayor's office)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Federal law enforcement agencies	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

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State law enforcement agencies	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Local law enforcement agencies	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Community-based victim services	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Pretrial service organizations	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
U.S. Attorney's Office	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Prosecutor (District attorney's office or State's attorney's office)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Public defense	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Courts	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Community corrections (probation/parole)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Corrections	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Health care providers	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Mental health providers	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Substance use disorder treatment providers	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Child protective services	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Community-based service providers (e.g., housing, employment)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Community groups (e.g., neighborhood watch, community center, community representatives)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Faith-based organizations	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Subject-matter experts	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Foundations/philanthropic organizations	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Researcher, evaluator, or statistical analysis center	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Training and technical assistance provider(s)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Tribal criminal justice agencies	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Businesses	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
K–12 schools	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>



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Public services (e.g., trash collection, public works)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Other (please describe)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

26. Please indicate activities the task force carried out during the reporting period. *Select all that apply.*

- A. ☐ Briefed agency leaders
- B. ☐ Conducted planning meetings
- C. ☐ Discussed group membership/participation
- D. ☐ Discussed resources needed/resource sharing
- E. ☐ Invited outside partners to speak with the members (e.g., faith based)
- F. ☐ Planned related activities for group members
- G. ☐ Reviewed initiative responses (e.g., directed patrol, prosecution status, at-risk persons list)
- H. ☐ Planned prevention programs (e.g., school-based enrichment programs, Citizens on Patrol)
- I. ☐ Planned at-risk persons call-in meetings
- J. ☐ Reviewed analysis products K. ☐ Reviewed project progress
- L. ☐ Engaged in project-sustainability planning M. ☐ Other (please describe)

27. Does your taskforce have any subcommittees that work on assigned PSN tasks?

- A. Yes/No
- B. If Yes, please enter the number of subcommittees \_\_\_\_

**RESPONSE TO PROBLEM**

This section addresses activities that specifically focus on a response to a crime, disorder, or other community problem (e.g., mental health problems, community satisfaction, community engagement) as determined by your PSN task force's problem analysis. Overall OJP program measures related to this section include:

- Percentage of PSN sites using a targeted response model based on their problem analysis, and
- Percentage of PSN sites providing direct services as part of the PSN initiative.

28. Does your PSN task force focus efforts around any of the following models? *Check all that apply.*

- A. ☐ Community-oriented approach (e.g., community policing, community prosecution)
- B. ☐ Problem-solving approach (e.g., problem-oriented policing, prosecutor as problem solver)
- C. ☐ Geographic focus (e.g., hot spots policing) D. ☐ High-rate persons focus (e.g., focused deterrence)
- E. ☐ High-rate group/gang focus (e.g., pulling levers)
- F. ☐ Procedural justice (ensuring individuals feel law enforcement is fair and just)
- G. ☐ Violence interrupters, gang interventions, conflict mediators (e.g., Cure Violence)
- H. ☐ Crime Prevention Through Environmental Design strategies (CPTED)
- I. ☐ Situational crime prevention
- J. ☐ Unsure/don't know
- K. ☐ Other (please describe)

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29. How often did your task force conduct the following activities as part of your PSN program during the reporting period?

	Not Applicable	Don't Know	Daily	Weekly	Monthly	Quarterly
Created or reviewed at-risk persons list	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Utilized directed/hot spots patrol	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Utilized at-risk persons call-in/notification meetings	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Conducted public outreach (e.g., contacted potential victims, employed focused-media outreach)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Conducted community engagement (e.g., chief's roundtables, community advisory boards)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Engaged in community problem solving (e.g., partnerships with businesses, faith-based institutions, community groups)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Provided or referred individuals to community services, assistance, or counseling (e.g., mental health assistance, victim services)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Referred cases for Federal prosecution	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Referred cases for State/local prosecution	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Advocated for the diversion of individuals from prosecution to alternative sanctions or programs	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Diverted those with mental health or substance abuse problems from arrest to treatment/drop-off centers	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Provided group or classroom instruction for at-risk population	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Provided direct services for at-risk population	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Utilized intervention teams (e.g., crisis intervention, violence interrupters, gang interventions, conflict mediators)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Other	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

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If Other, please explain	
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30. If you have provided direct services during this reporting period, which of the following services were provided to your at-risk population? *(Select all that apply)*

- A. ☐ Cognitive based. These services include therapeutic programs used to change criminal thinking and behavior, such as moral reconnection therapy, Think for a Change, or aggression replacement training.
- B. ☐ Educational. These services foster knowledge by helping participants develop daily life skills that can enhance their opportunities.
- C. ☐ Employment. These services are designed to help people find and obtain suitable job opportunities.
- D. ☐ Health care/Medicaid eligibility. These services are designed to help individuals or families find, obtain, or retain health care.
- E. ☐ Housing. These services are designed to help individuals or families find, obtain, or retain suitable housing, including transitional housing
- F. ☐ Mental health. These services are provided in correctional facilities or in the community for those participants under supervision and may include counseling programs or group self-help programs.
- G. ☐ Pro-social. These services use directed skill building to help participants interact in a positive way with others.
- H. ☐ Substance abuse. These services include substance abuse education, treatment, or aftercare.
- I. ☐ Transportation. These services include assistance with public transportation costs or help in finding other reliable transportation.
- J. ☐ Vocational. These services help participants learn a trade and enhance their job opportunities.
- K. ☐ Individualized case planning. These services help participants set goals, objectives, and conditions for reentering society.
- L. ☐ Family engagement. These services focus on involving family members in the treatment process to help provide support and encouragement
- M. ☐ Other (please describe)

## Prevention and Community Empowerment

This section's purpose is to measure your program's development and promotion of community outreach and empowerment efforts to support other gun and gang violence reduction strategies. Overall OJP program measures related to this section include:

- Percentage of PSN sites incorporating prevention methods into their task force activities, and
- Frequency of outreach conducted in the target area.

31. How often was your PSN task force involved in the following community activities as part of your PSN program during the reporting period?

	Not Applicable	Daily	Weekly	Monthly	Quarterly
Parent-focused programs (e.g., parenting skills)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>



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Youth-focused programs (e.g., Boys and Girls Club, children of incarcerated parents programs, school enrichment programs)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Media outreach (e.g., TV ads, billboards, news spots)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Community-leadership programs (e.g., community mobilization)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Public meetings (e.g., joint problem solving, presentations)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Community events (e.g., National Night Out,™ block parties, and other programs to promote police-community relations)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Distributing a newsletter, e-mail, or other bulletin	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Social media activities (e.g., Facebook, Twitter)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Outreach to target populations (e.g., street outreach, gang contacts )	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Other	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
If Other, please describe					

32. Which of the following crime prevention models/strategies, if any, did your PSN site use during the reporting period? *Select all that apply.*

- A. \_\_\_\_ Crime Prevention Through Environmental Design strategies (CPTED); situational crime prevention (approaches that change the perceived opportunities for a crime, such as leading individuals to believe the crime is more difficult or risky; for example, access control to parking lots or improved lighting on a walkway)
- B. \_\_\_\_ Youth development (programs that promote positive behavior and decrease negative behavior in youth; for example, any of the Blueprints programs)
- C. \_\_\_\_ Crime awareness (programs aimed at increasing the awareness of a crime problem, including solutions to prevent crime; for example, a “lock it or lose it” program)
- D. \_\_\_\_ Increase personal safety (programs that provide instruction on increasing personal safety; for example, a rape aggression defense class)
- E. \_\_\_\_ Community building (programs that promote community cohesion, including public safety partnerships between the community and elements of the criminal justice system; for example, National Night Out™)
- F. \_\_\_\_ At-risk persons call-in/notification meetings
- G. \_\_\_\_ None of the above
- H. \_\_\_\_ Other crime prevention model/strategy (please explain)

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This section's purpose is to measure the impact and organizational integration of the PSN initiative to support gun and gang violence reduction strategies. Overall OJP program measures related to this section include:

- Percentage of PSN sites using data to measure the impact of their PSN initiative, and
- Percentage of sites with a measurable/identifiable addition to their community due to the integration of PSN.

33. Since the beginning of your program, has it demonstrated a measurable impact on the problem of focus? *When answering this question, please consider your comparison areas and/or implementation design and analysis findings to this point. Please consult with the research partner when answering this question.*

- A. Yes, positive impact
- B. Yes, negative impact
- C. No measurable impact
- D. Not yet been measured
- E. Please explain your response, using data measures, such as percentage and raw number increases or decreases in gun or gang crime, where possible. \_\_\_\_\_

34. What data did you use to support your conclusion about your PSN program's impact?

- A. \_\_\_\_ Official police call, crime, and arrest data (e.g., calls for service, officer-initiated calls for service, crime incident reports, or arrest reports)
- B. \_\_\_\_ Internal agency pre-existing data tracking (e.g., use of force reports, citizen complaints)
- C. \_\_\_\_ Community data (e.g., foreclosures, health and human services data, or other community data)
- D. \_\_\_\_ Corrections data (e.g., probation and parole data)
- E. \_\_\_\_ Prosecution data (e.g., pre-trial data)
- F. \_\_\_\_ Court data (e.g., case outcomes, convictions, sentences)
- G. \_\_\_\_ At-risk persons risk assessments
- H. \_\_\_\_ Focus-group data (e.g., focus groups of community members, officers, or victims)
- I. \_\_\_\_ Survey data (e.g., surveys of community members, officers, clients, or victims)
- J. \_\_\_\_ Systematic observations of places by trained observers (e.g., physical disorder)
- K. \_\_\_\_ Intelligence from confidential or other informants
- L. \_\_\_\_ Youth-focused data (e.g., juvenile justice system data, gang-related data, school data)
- M. \_\_\_\_ NIBIN (National Integrated Ballistics Intelligence Network)
- N. \_\_\_\_ Other (please explain)

35. Please indicate what new resources, practices, or other features were **new** this reporting period and made possible due to the funding provided to your PSN initiative.

- A. \_\_\_\_ Crime data analyst
- B. \_\_\_\_ Increase in crime analysis capacity
- C. \_\_\_\_ Data housing, sharing, and networking across agencies
- D. \_\_\_\_ Integration of data analysis into the culture of partner agencies
- E. \_\_\_\_ Identified target/focus areas
- F. \_\_\_\_ Partnerships across organizations that impact the community
- G. \_\_\_\_ Partnerships between Federal and local law enforcement and/or prosecutors

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- H. \_\_\_\_ Increased involvement of noncriminal justice entities (e.g., community organizations, social service providers, community leaders)
- I. \_\_\_\_ Community mobilization aimed at reducing/preventing crime
- J. \_\_\_\_ Targeted crime reduction/prevention strategies
- K. \_\_\_\_ Collaboration with a research partner L. \_\_\_\_ Other (please explain)

## **GOALS AND OBJECTIVES MODULE**

This module should be completed in January and July by all grantees that had any activity during the reporting period or at the close of the grant, based on the previous or next 6 months.

1. Please identify the goal(s) you hope to achieve with your funding. If you have multiple goals, please report on each separately (one at a time) and repeat questions 1–4 for each goal.

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2. What is the current status of this goal?

- A. \_\_\_\_ Not yet started
- B. \_\_\_\_ In progress
- C. \_\_\_\_ Delayed
- D. \_\_\_\_ Completed
- E. \_\_\_\_ Goal no longer applicable

3. During the past 6 months, please describe any progress you made or barriers you encountered related to this goal.

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4. In the next 6 months, what major activities are planned for this goal?

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**Please answer the following questions based on your overall activity during the previous 6 months.**

5. Did you receive or do you desire any assistance from BFDI, BJA or a BJA-funded technical assistance provider? *Check all that apply.*
- A. Yes, we received assistance (please describe)
- B. Yes, we would like assistance or additional assistance (please describe)
- C. No

37 of 38

**BLACK FAMILY DEVELOPMENT (BFDI)****Violent Gang and Gun Crime Reduction—Project Safe Neighborhoods Grant Program****Provider Contract – City of Detroit, Police Department**

6. BJA likes to showcase grantees who are working on successful, innovative, and/or evidence based programs. Do you have any noteworthy accomplishments, success stories, or program results from this reporting period that you would like to showcase?

A. Yes (Please share your story at: <https://www.bja.gov/SuccessStoryList.aspx>.)

B. No



38 of 38

**BLACK FAMILY DEVELOPMENT (BFDI)**  
**Violent Gang and Gun Crime Reduction—Project Safe Neighborhoods Grant Program**  
**Provider Contract – City of Detroit, Police Department**

## Exhibit 2 Detailed Budget

Budget Summary												
		Year 1		Year 2 (if needed)		Year 3 (If needed)		Year 4 If needed)		Year 5 (If needed)		
Budget Category	federal request	non federal request	federal request	non federal request	federal request	non federal request	federal request	non federal request	federal request	non federal request	Totals	
A. Personnel	\$ 37,536.00	\$ -	\$ 38,721.00	\$ -	\$ 38,722.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 114,979.00	
B. Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
C. Travel	\$ 1,185.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,185.00	
D. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
E. Supplies	\$ 5,035.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,035.00	
F. Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
G. Subawards (Subgrants)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
H. Procurement contracts	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000.00	
I. Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Total Direct Costs	\$ 53,756.00	\$ -	\$ 48,721.00	\$ -	\$ 48,722.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 151,199.00	
Indirect Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Total Project Costs	\$ 53,756.00	\$ -	\$ 48,721.00	\$ -	\$ 48,722.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 151,199.00	





## DEPARTMENTAL SUBMISSION

DEPARTMENT: Detroit Police  
FILE NUMBER: Detroit Police-0009

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**\* RE:**

Submitting reso. autho.

**\* SUMMARY:**

Fifth Amendment to Interagency Agreement between the City of Detroit / Detroit Police Department and the Michigan Department of Corrections for the Detroit Detention Center.

**\* RECOMMENDATION:**

Recommended for approval of the proposed Fifth Amendment to Interagency Agreement between the City of Detroit / Detroit Police Department and the Michigan Department of Corrections for the Detroit Detention Center.

**\* DEPARTMENTAL CONTACT:**

Name: Commander Michael Parish  
Position: Chief of Staff

**\*=REQUIRED**



**POLICE DEPARTMENT**

Detroit Public Safety Headquarters  
1301 Third Street, Suite 7S-751  
Detroit, Michigan 48226

Phone 313•596•1800  
Fax 313•596•6818

July 11, 2024

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

**RE: FIFTH AMENDMENT TO INTERAGENCY AGREEMENT BETWEEN  
THE CITY OF DETROIT / DETROIT POLICE DEPARTMENT AND  
THE MICHIGAN DEPARTMENT OF CORRECTIONS FOR THE  
DETROIT DETENTION CENTER**

Dear Council:

The Detroit Police Department (DPD) is requesting approval of the proposed *Fifth Amendment to Interagency Agreement between the City of Detroit / Detroit Police Department and the Michigan Department of Corrections for the Detroit Detention Center*. This amendment and the original contract provide for the pre-arraignment detention of individuals arrested by the Detroit Police Department by MDOC, a process that was implemented in 2013 so that police precincts would no longer serve as detention facilities.

The proposed amendment extends the original interagency agreement for a six-month term at a total cost of \$6,116,500.02, which will be paid in monthly installments of \$1,019,416.67. The proposed amendment also provides for an additional six-month extension, subject to the mutual agreement in writing by both parties.

We respectfully request your approval of this contract and the corresponding resolution.

Sincerely,

  
**JAMES E. WHITE**  
Chief of Police

JEW/map



## POLICE DEPARTMENT

Detroit Public Safety Headquarters  
1301 Third Street, Suite 7S-751  
Detroit, Michigan 48226

Phone 313•596•1800  
Fax 313•596•6818

## RESOLUTION

Council Member \_\_\_\_\_

**WHEREAS**, the Detroit Police Department has requested approval from City Council of its Fifth Amendment to Interagency Agreement between the City of Detroit / Detroit Police Department and the Michigan Department of Corrections for the Detroit Detention Center, by which its original agreement will be extended for six months at a total cost of \$6,116,500.02, with an option to extend for an additional six months by mutual agreement of the parties, subject to the same payment terms; now

**THEREFORE, BE IT RESOLVED**, the Detroit Police Department's Fifth Amendment to Interagency Agreement between the City of Detroit / Detroit Police Department and the Michigan Department of Corrections for the Detroit Detention Center is hereby approved.

**FIFTH AMENDMENT TO INTERAGENCY AGREEMENT BETWEEN THE  
CITY OF DETROIT/DETROIT POLICE DEPARTMENT AND THE  
MICHIGAN DEPARTMENT OF CORRECTIONS FOR THE DETROIT  
DETENTION CENTER**

This is the Fifth Amendment ("Amendment") to the Interagency Agreement between the City of Detroit/Detroit Police Department ("DPD") and the Michigan Department of Corrections ("MDOC") dated April 2, 2013 with a First Amendment finalized on August 5, 2013, a Second Amendment executed on July 31, 2018 a Third Amendment executed on November 8, 2018 and a Fourth Amendment executed on December 10, 2019.

The parties agree as follows:

1. The parties have agreed to extend the term of the Interagency Agreement 6 months, beginning August 1, 2024 and terminating at midnight on January 31, 2025.
2. The parties agree that for the six (6) month term of this Amendment the semi-annual rental payment shall be Six Million One Hundred Sixteen Thousand Five Hundred Dollars and 02/100 (\$6,116,500.02) which will be paid in monthly installments of One Million, Nineteen Thousand, Four Hundred Sixteen Dollars and 67/100 (\$1,019,416.67).

If the Legislature passes legislation setting the amount of funds to be paid/appropriated under this Amendment, then the legislation controls. Payments will be adjusted for the actual final costs incurred for services provided under this Agreement. The parties will meet once within three months of the end of the contract amendment to audit costs and payments and any overpayment shall be refunded to DPD and any under payment shall be paid to MDOC.

3. The parties agree that this Amendment may be extended for a period of up to six (6) months beyond the original term, subject to mutual agreement in writing by both parties.

If either party wishes to extend this contract, they shall provide written notice to the other party no less than 30 days prior to the expiration of the original term. Such notice shall include the proposed duration of the extension and any other terms or conditions deemed necessary by the proposing party.

The extension of this contract shall be contingent upon the mutual agreement of both parties. Any proposed extension shall not be binding unless agreed upon in writing by both parties.

The terms and conditions of this Amendment, including but not limited to compensation, duties, and responsibilities, shall remain in full force and effect during any extension period unless otherwise modified by mutual agreement in writing by both parties.

If the parties fail to reach mutual agreement on an extension or if neither party provides notice of intent to extend as specified herein, this contract shall automatically terminate upon the expiration of the original term without further obligation to either party, except as provided by law or other provisions of this contract.

4. The parties acknowledge that each is using a different system ("Jail Management System" or "JMS") for management of the detainees and detention center and that the Jail Management System used by each does not readily or easily share or exchange necessary data and information. The parties agree to work together to explore the feasibility of MDOC utilizing the same JMS as that being used by DPD.
5. The parties agree that this Amendment may be cancelled/terminated in whole or in part by either party if the non-cancelling party is notified in writing at least 180 days prior to the effective date of the cancellation. The notice shall specify one of the reasons listed in Paragraph 49 of the Interagency Agreement for the cancellation.
6. In addition to the DPD obligations in Paragraph 24 of the Interagency Agreement, if MDOC Health Care staff determine that an arrestee cannot be housed safely at the Detroit Detention Center due to their health condition, DPD is responsible to immediately make arrangements for transport of the arrestee from the Detroit Detention Center.
7. The parties agree that, except as changed or modified by this Amendment, the terms of the Interagency Agreement shall continue and remain binding during the term of this Amendment.
8. Notwithstanding anything in this Amendment or otherwise to the contrary, the City shall not be authorized or obligated to perform under this Amendment until this Amendment has been fully executed by the

authorized representatives of MDOC and the City, as well as approved by the Detroit City Council, the Mayor of the City of Detroit, the Chief Procurement Officer for the City and the City of Detroit Law Department. Any amendments or modifications must likewise be duly approved by the City Council, the Mayor, and the Law Department.

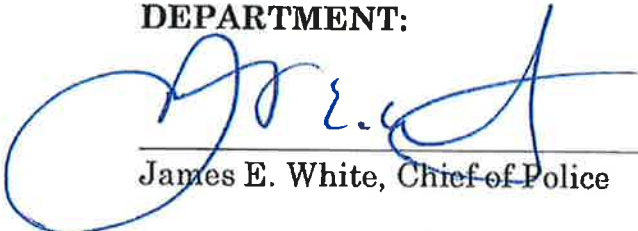
9. This Amendment may be executed in any number of counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

**ON BEHALF OF THE MICHIGAN DEPARTMENT OF CORRECTIONS:**

  
Heidi E. Washington, Director

6/21/2004  
Date

**ON BEHALF OF THE CITY OF DETROIT / DETROIT POLICE DEPARTMENT:**

  
James E. White, Chief of Police

07-10-24  
Date

THIS CONTRACT 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

\_\_\_\_\_  
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.**



## DEPARTMENTAL SUBMISSION

DEPARTMENT: Legislative Policy Division  
FILE NUMBER: Legislative Policy Division-0649

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**\* RE:**

Submitting report related to: Financial Impact Report on Childcare Vouchers for City of Detroit Employees

**\* SUMMARY:**

Financial Impact Report on Childcare Vouchers for City of Detroit Employees

**\* RECOMMENDATION:**

For Review

**\* DEPARTMENTAL CONTACT:**

Name: Sabrina Shockley  
Position: Administrative Assistant

**\*=REQUIRED**


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  
LaKisha Barclift, Esq.  
Paige Blessman  
M. Rory Bolger, Ph.D., FAICP  
Lisa DiChiera  
Eric Fazzini, AICP  
Willene Green  
Christopher Gulock, AICP  
Derrick Headd

**City of Detroit**  
**CITY COUNCIL**  
LEGISLATIVE POLICY DIVISION  
208 Coleman A. Young Municipal Center  
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Analine Powers, Ph.D.  
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Rebecca Savage  
Sabrina Shockley  
Renee Short  
Floyd Stanley  
Thomas Stephens, Esq.  
Timarie Szwed  
Theresa Thomas  
Ian Tomashik  
Ashley A. Wilson

TO: The Honorable Detroit City Council

FROM: David Whitaker, Director   
Legislative Policy Division Staff

DATE: July 10, 2024

RE: Financial Impact Report on Childcare Vouchers for City of Detroit Employees

Councilmember Witfield-Calloway is requesting that the Legislative Policy Division (LPD), provide the Council a comprehensive financial impact report on a prospective pilot program designed to provide childcare vouchers for eligible City of Detroit employees. Additionally, LPD is requested to cover the following key areas:

- **Cost Analysis:** Provide a detailed breakdown of the anticipated costs associated with the implementation and maintenance of the childcare voucher program.
- **Funding Sources:** Explore potential funding sources, including federal grants, private partnerships, and budget reallocations, to sustain the program without placing an additional burden on the city's finances.
- **Return on Investment:** Assess the potential return on investment by considering the long-term benefits, such as increased employee retention, improved productivity, and positive impacts on the city's reputation.
- **Benchmarking:** Compare similar programs implemented in other municipalities to draw insights and identify best practices that can inform the design and implementation of our program.

This report is our response to this inquiry.

### Cost Analysis

It would be extremely difficult for our office to provide an accurate cost estimate for a City sponsored childcare voucher program, due to our limited expertise in that area. However, we will endeavor to try. In 1998, California voters passed Proposition 10, this statewide voter initiative established the Children's



and Families Commission, which taxed tobacco products in the state to invest in programs dedicated to children from birth-to five years of age in California, thereby creating a state of California “Children’s Trust Fund,” which is distributed to each of the state’s 58 counties.<sup>1</sup>

Pursuant to the passage Proposition 10, each county across the state of California created a Children and Families Commission to: 1) administer the county’s tax revenue; 2) create a Children’s Trust Fund under the authority of a county Commission; and 3) ensure funds reach its specific purposes per state statute.

In 2013, San Francisco Mayor Ed Lee established the San Francisco Office of Early Care and Education (OECE), to align and coordinate funding streams for quality early care and education for children ages birth to five. This program was made possible primarily due to California State Proposition 10 of 1998. In 2013, Mayor Ed Lee established the San Francisco Office of Early Care and Education (OECE) to align and coordinate funding streams for quality early care and education for children ages birth to five. Prior to 2013, the City spread early care and education funding across several departments, including First 5 San Francisco, the Department of Children Youth and their Families (DCYF), and the Human Services Agency (HSA). The goal was to bring efficiency to San Francisco’s ECE system by consolidating funding channels through one department, hence the creation of OECE. OECE took on administration of all public early care and education enrollment funding for San Francisco including federal, state, and local subsidy programs as well as the universal Preschool For All program previously managed by First 5 SF.<sup>2</sup>

On June 5, 2018, the voters of San Francisco passed Proposition C (Commercial Rent Tax for Childcare and Early Education), which imposes a gross receipts tax (Childcare Tax) of 3.5% on rentals of commercial space in San Francisco with a reduced 1% tax on rentals of warehouse space. The proposition, which only needed a simple majority vote (50% + one) to pass, was approved by SF voters by 51%. Nonprofits and other small businesses were excluded from the tax.<sup>3</sup>

The City of San Francisco through its Babies and Families First Fund (Early Care and Education Commercial Rent Tax), in the 2022-23 fiscal year has budgeted \$142,000,724 for Office of Early Care and Education.

This City of San Francisco program was made possible by an initial commitment by the voters of the entire state of California through a statewide voter initiative, which provided for a dedicated source of funding for all of the 53 counties in the state. The City of San Francisco was able to take things a step further by imposing a local tax on commercial rents. However, in the state of Michigan, taxes are imposed through state initiatives, and local governments have no independent authority to impose “new” tax provision or tax obligation and are limited in their ability to impose new tax revenue.

### **A Quick Unofficial Estimate for City Worker Childcare Costs**

For the City of Detroit to sponsor a childcare program, with an estimated cost of \$250 per week at 48 weeks would cost \$12,000 per child. In a review of the census figures for the city of Detroit, 6.9% of Detroit’s current population is between the ages of 0-5 years old. Applying the ratio of 6.9% to the number of City of Detroit employees of approximately 10,000, would equate to 690 potential children at childcare age. This would equal a cost of approximately \$8.28 million to provide the cost of childcare for 690 children at \$250 per week for 48 weeks. However, to obtain a more accurate estimate, **we suggest that the CFO’s Office provide an estimate to the Council.**

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<sup>1</sup> [FIRST 5 SAN FRANCISCO & OFFICE OF EARLY CARE AND EDUCATION \(sfdec.org\)](https://www.sfdec.org/)

<sup>2</sup> In 2004, San Francisco voters approved Proposition H, the Public Education and Enrichment Fund, a general fund set aside to invest in a universal preschool system for all 4-year-olds and Arts, Libraries, Science, Sports, Health and other programming in our public school system for grades K-12.

<sup>3</sup> That’s on top of an existing 0.3% tax rate on gross receipts landlords already pay to the City.

MI Tri-Share is a state funded effort that Governor Whitmer has invested deeply in. Through MI Tri-Share, the cost of an employee's childcare is shared equally among the employer, the employee, and the State of Michigan — a three-way split — with coordination being provided regionally by a MI Tri-Share facilitator hub. Everybody Ready is the facilitator hub in Detroit.

For Tri-Share, the City would determine its investment level which would include how many staff/childcare slots would be a part of the pilot, how much investment the City would put toward each staff/child care slot and the parameters of what would be covered within that investment. Employee contribution may be collected through payroll deduction. Below is a chart which shows estimated cost per employee. You will see that cost is dependent on the age of the child with younger being more expensive than preschoolers. School age after school care is the least expensive because it is only part time.

Contractual Payments	Infant -3 yrs	3-5 yrs	6 to 12 part
Assumed cost of care (annual)	\$ 20,000	\$ 12,000	\$ 6,000
Hub/state allocation	\$ 6,667	\$ 4,000	\$ 2,000
<b>Business allocation</b>	<b>\$ 6,667</b>	<b>\$ 4,000</b>	<b>\$ 2,000</b>
Parent allocation	\$ 6,667	\$ 4,000	\$ 2,000

**Funding Sources:** Explore potential funding sources, including federal grants, private partnerships, and budget reallocations, to sustain the program without placing an additional burden on the city's finances.

MI Tri-Share is a state funded effort that Governor Whitmer has invested deeply in. Through MI Tri-Share, the cost of an employee's childcare is shared equally among the employer, the employee, and the State of Michigan — a three-way split — with coordination being provided regionally by a MI Tri-Share facilitator hub. Everybody Ready is the facilitator hub in Detroit. I am able to set up a meeting if this is something you would like to look into further. Additionally, below is a link regarding additional information on the employer's responsibility.

### Grants:

The Department utilized \$215M in federal funds to help mitigate the impacts of the global pandemic on the child care field - including \$100.8M from the CARES Act and \$115M from the Coronavirus Relief Fund. These funds supported three primary activities:

- Child Care Relief Fund Grants (\$209.6M)
- Child care billing for school age children during virtual only learning opportunities (\$6M)
- COVID absence hours (\$251K)

Six rounds of the Child Care Relief Fund grants were available for child care providers throughout the state. All six rounds offered funding to support child care providers operational costs and Rounds 3-6 included funds to make care more affordable for families through tuition credits.

<https://www.michigan.gov/mileap/early-childhood-education/early-learners-and-care/cdc/grants/grant-information>

Caring for MI Future: Facilities Improvement Fund is a grant program to distribute \$50 million to new and expanding child care education providers across the State of Michigan in order to renovate and upgrade their child care facilities to accommodate additional child care slots, especially in geographic areas with limited providers. <https://caringformi-fif.org/>

The Childcare Stabilization Grant is a \$700 million investment in child care providers across Michigan. The Stabilization Grant is a non-competitive grant for childcare providers to help stabilize operations and support the health and safety of children and staff. <https://www.michigan.gov/mileap/early-childhood-education/early-learners-and-care/cdc/child-care-stabilization-grants-spring-2022>

#### **Private Partnerships:**

- **Corporate Sponsorships:** Partnering with local businesses or corporations that value early childhood education and workforce development could possibly provide financial support. These partnerships may include direct financial contributions, in-kind donations, or employee volunteer programs.
- **Foundations and Philanthropic Organizations:** Researching and reaching out to foundations and philanthropic organizations that prioritize early childhood development could possibly yield funding opportunities. These organizations often provide grants to support childcare initiatives.

#### **Community Development Block Grants (CDBG):**

- **CDBG funds** can be used for a variety of community development activities, including childcare services for low- and moderate-income families. Michigan can allocate CDBG funds to support its subsidized childcare program, particularly in underserved communities.
- Community Services Block Grant (CSBG) is administered at the federal level through the US Department of Health and Services (HHS), Office of Community Services (OCS) and is the primary financial resource for the operation of Community Action Agencies (CAAs). CSBG is a funding source, not a service program. CAAs determine locally how to use these funds to best address the needs of their communities. Many of the other programs that CAAs operate have very limited funds for administration. CSBG is intentionally flexible with administration costs and allows CAAs to support program and staff cost where other funding sources fall short. The premise of CSBG is to serve as a funding stream which builds the capacity of a stable statewide network that can act as the vehicle to provide direct services. Michigan's federal CSBG allocation averages about \$23 million per year. The Bureau is required to pass through 90% of its allocation directly to CAAs. 5% of the allocation is reserved for state administrative costs and another 5% is dedicated as state discretionary funding. In Michigan, the state makes discretionary funding available to CAAs for innovative projects. <https://www.michigan.gov/mdhhs/doing-business/commissions-boards/community-economic/bureau-of-community-action/csbg>

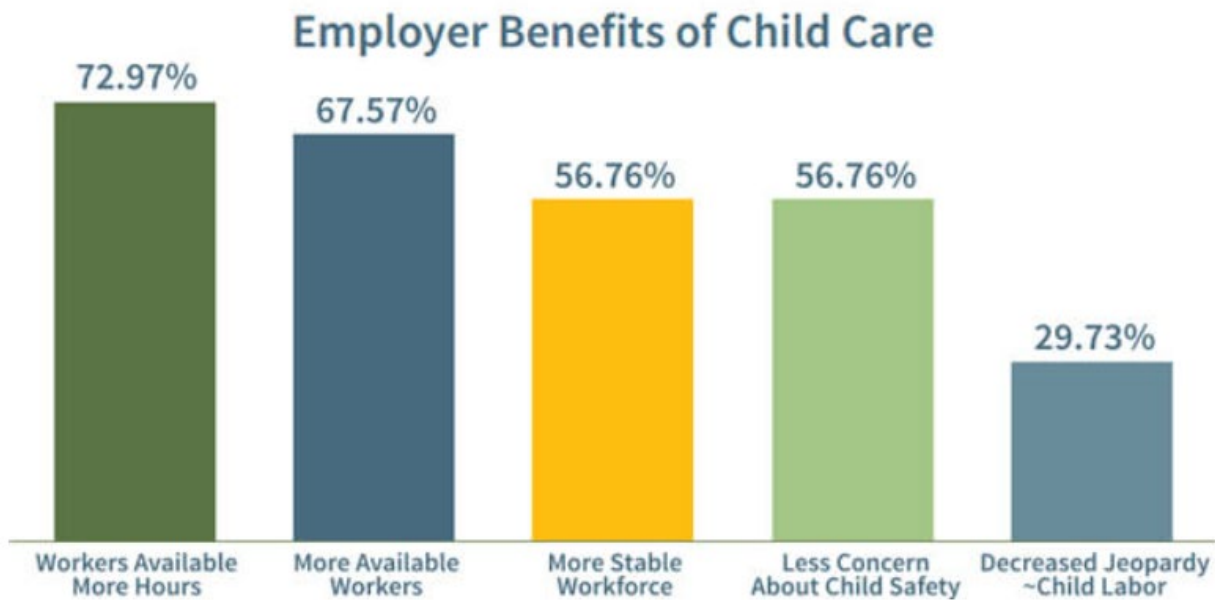


**Return on Investment:** Assess the potential return on investment by considering the long-term benefits, such as increased employee retention, improved productivity, and positive impacts on the city's reputation.

- initial pilot results indicate that the majority of employers believe that Tri-Share is already having an impact on retention, and to a lesser degree recruitment. From an employee retention perspective, 62 percent of employer respondents said they believe that the Tri-Share program will help their company retain existing employees in the future, while 63 percent believe the program has helped their company retain existing employees (see chart below). This result indicates that there is confidence that it is already producing retention benefits and that impact is likely to persist into the future. There is also evidence from the employee survey that Tri-Share is likely to improve retention benefits, with 82 percent saying that participation makes it more likely that they will keep working and stay in their current job. This finding was supplemented by interviews as well. From a talent recruitment perspective, there is more confidence in Tri-Share's future impact, as compared to its current effect. In fact, 69 percent believe the program will help with future recruitment efforts, while only 12 percent believe it has helped recruit new employees.
- ReadyNation's updated study finds that the nation's infant-toddler childcare crisis (as of December 2023) costs \$122 billion in lost earnings, productivity, and revenue every year. This staggering economic toll impacts working parents, their employers, and the nation's taxpayers. Our 2018 study found that the crisis was already severely damaging the pre-pandemic economy, exacting a cost of \$57 billion annually. A combination of COVID-19 and insufficient policy action have now significantly worsened the crisis.<sup>4</sup>
- According to a study<sup>5</sup> from The U.S. Chamber of Commerce Foundation (USCCF): Accessible and affordable childcare is key to unlocking Michigan's economic potential and recouping nearly \$3B in lost activity while better meeting the needs of working parents and job providers, according to a new report from the U.S. Chamber of Commerce Foundation (USCCF), in partnership with the Grand Rapids Chamber, Michigan Chamber and the Early Childhood Investment Corporation (ECIC).

<sup>4</sup> [\\$122 Billion: The Growing, Annual Cost of the Infant-Toddler Child Care Crisis • Council for a Strong America \(strongnation.org\)](https://strongnation.org/$122-Billion-The-Growing-Annual-Cost-of-the-Infant-Toddler-Child-Care-Crisis-Council-for-a-Strong-America/)

<sup>5</sup> [Untapped\\_MI\\_082523\\_DIGITAL.pdf \(grandrapids.org\)](https://www.grandrapids.org/Untapped_MI_082523_DIGITAL.pdf)



#### Stats That ‘Make the Case’ for Offering Company-Sponsored Childcare Assistance to Employees:

- 69% of parents say that the cost of Childcare has impacted their career decisions.
- 51% of working moms and 43% of working dads report they aren’t giving 100% to their job because of parenting challenges.
- 7 in 10 working parents say providing access to quality and affordable Childcare will have a positive impact.
- Employees with access to Childcare benefits report an increase in work-life balance and engagement.
- Turnover costs from working parents dropping out of the workforce can exceed 213% of their annual salary.
- 49% of parents with children 5 years of age or younger report short-term disruptions to employment because of Childcare challenges.
- 21% of employers report losing key employees due to Childcare issues.
- 83% of women and 81% of men would be more willing to stay with an employer who offers Childcare benefits <https://tootris.com/edu/blog/employers/employer-sponsored-child-care-benefits-programs-setup-costs-faq/#stats-anchor>

**Benchmarking** Compare similar programs implemented in other municipalities to draw insights and identify best practices that can inform the design and implementation of our program.

Based on our research, we could find no other city that offers completely free childcare for all city employees. Beyond the San Francisco example discussed earlier, we have found other examples of cities with childcare assistance:

**Pittsburgh** - The city of Pittsburgh offers childcare to city employees on days when Pittsburgh Public Schools cancels classes unexpectedly — as well as to city residents who are participating in certain public meetings.

**Program Details:**

- In October 2023, City Council unanimously approved a contract with Pittsburgh Event Childcare for \$45,000. The contract will cover those childcare services through 2024.
- The city started a similar program in 2018, but had to end it when the provider went out of business. It's just being reinstated.
- Previously this was paid for out of the city's general fund.

**San Diego** - San Diego is launching a pilot program that will subsidize some costs for city workers with children 12 and under.

**Program Details:**

- The city contracted with TOOTRiS,<sup>6</sup> a San Diego tech startup that connects parents and child-care providers, to create its pilot program, which starting in September will allocate anywhere from \$100 to \$1,000 in monthly child-care benefits to eligible city employees.
- To be eligible to participate in the city's municipal childcare benefit pilot program, city employees must have an individual base gross income of less than \$95,350 per year, work full-time or work at least 20 hours per week while also enrolled in a training or higher education program.
- Benefit payments may range from \$100 to \$1,000, per dependent, depending on the number of employees who apply and based on family need factors, such as permanent housing status, military, or veteran status, whether the family is fostering a child, or if the child has an individual education plan or disability.
- The pilot program was funded through a \$2 million federal community project grant secured by Rep. Sara Jacobs, D-San Diego, who represents the 51st Congressional District.
- The city's Office of Child and Youth Success will oversee the implementation of the pilot program and will support employees in the application process.

**The City of Grand Junction, CO** recently opened a new employee-based childcare facility serving children from 6-weeks to six years of age.

**Program Details:**

- In 2021, the City of Grand Junction was awarded an \$800,000 state-funded Employee-Based Childcare grant, which helped kick-start the project. City Council approved an additional \$600,000 to expand the project, adding two rooms and nearly 1800 square feet to the facility bringing the total number of rooms to five.
- Employees have to pay for childcare, but the pricing is affordable, and they have the first choice of enrollment in the available spots. Additionally, the City's employee childcare is formulated around the need for flexible work schedules that many City employees have.

Please contact us if we can be of any further assistance.

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<sup>6</sup> [Find Child Care, Daycare and Preschools Near You | TOOTRiS](#)





## DEPARTMENTAL SUBMISSION

DEPARTMENT: Legislative Policy Division  
FILE NUMBER: Legislative Policy Division-0653

---

**\* RE:**

Submitting reso. autho. A resolution in support of Governor Gretchen Whitmer's Executive Order 2024-4 establishing the Gun Violence Prevention Task Force

**\* SUMMARY:**

A resolution in support of Governor Gretchen Whitmer's Executive Order 2024-4 establishing the Gun Violence Prevention Task Force

**\* RECOMMENDATION:**

For Consideration

**\* DEPARTMENTAL CONTACT:**

Name: Sabrina Shockley  
Position: Administrative Assistant

**\*=REQUIRED**

**COUNCIL MEMBER ANGELA WHITFIELD CALLOWAY**

**A RESOLUTION IN SUPPORT OF GOVERNOR GRETCHEN WHITMER'S  
EXECUTIVE ORDER 2024-4 ESTABLISHING THE GUN VIOLENCE PREVENTION  
TASK FORCE**

- WHEREAS** In 2020, firearm related incidents became the leading cause of death for all children and adolescents in the United States, and
- WHEREAS** Michigan has the 15<sup>th</sup> highest rate of gun violence in the U.S., where in an average year, 1,212 people die and 3,507 are wounded by guns in Michigan., and<sup>1</sup>
- WHEREAS** Michigan has the 29<sup>th</sup> highest societal cost of gun violence in the U.S. at \$909 per person each year, costing Michigan \$9 billion, of which \$423 million is paid by taxpayers, and<sup>2</sup>
- WHEREAS** Tragedies at Michigan State University, Oxford High School, the Rochester Hills splash pad, and most recently, the block party mass shooting on Detroit's eastside, serve as just a few sobering examples of what occurs when the root causes of gun violence are not addressed, and
- WHEREAS** The State of Michigan has taken action to change laws and policy to address gun violence, enacting legislation regarding background checks, safe storage laws, extreme risk protection orders, and stronger gun penalties for those convicted of domestic violence, and
- WHEREAS** The gun related violence epidemic in America represents a public health crisis, disproportionately impacting low-income and vulnerable communities, and
- WHEREAS** Black males are fifteen times more likely to be a victim of gun-related violence than their white, Hispanic, Indian, Asian, and other counterparts, both on a state-by-state basis and nationwide, and
- WHEREAS** Irrational and senseless, shootings continue to torment the community, prevent stability, and cause the deterioration of the most basic social contract of the right to live peacefully, and
- WHEREAS** On June 20, 2024, Governor Gretchen Whitmer enacted Executive Order No. 2024-4, establishing the Gun Violence Prevention Task Force with the Michigan Department of Health and Human Services, for the purpose of serving in an advisory capacity to the governor and the director of the department on the root causes and possible solutions for gun violence in Michigan, and

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<sup>1</sup> Everystat.org, Gun Violence in Michigan, 2021

<sup>2</sup> Id.



**WHEREAS** The task force may include representatives of the executive branch of state government from various divisions associated with community violence intervention, chronic disease and injury control, behavioral and physical health, victim services, and state police, and

**WHEREAS** The task force will engage various stakeholders, including local government officials, individuals with relevant lived experiences related to gun violence, medical professionals, research institutions, law enforcement and community organizations to review, develop, and recommend laws, policies, and other legally permissible action to reduce the rates and instances of gun violence in Michigan, and

**WHEREAS** The Detroit City Council recognizes the urgency of ending gun violence and preserving all lives in the City of Detroit and State of Michigan, **NOW THEREFORE BE IT,**

**RESOLVED** The Detroit City Council supports Executive Order 2024-4 and the establishment of the statewide Gun Violence Prevention Task Force to continue to raise awareness to the causes of gun violence and help build more solutions to prevent future gun related tragedies by identifying and addressing the root causes of this public health crisis plaguing our community, state, and country.



## DEPARTMENTAL SUBMISSION

DEPARTMENT: Legislative Policy Division  
FILE NUMBER: Legislative Policy Division-0644

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**\* RE:**

Submitting report related to: Resolution in Support of Michigan Senate Bills 818-827

**\* SUMMARY:**

Resolution in Support of Michigan Senate Bills 818-827

**\* RECOMMENDATION:**

For Consideration

**\* DEPARTMENTAL CONTACT:**

Name: Sabrina Shockley  
Position: Administrative Assistant

**\*=REQUIRED**


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TO: The Honorable Detroit City Council

FROM: David Whitaker, Director   
Legislative Policy Division Staff

DATE: July 8, 2024

RE: **RESOLUTION IN SUPPORT OF MICHIGAN SENATE BILLS 818-827**

Council Member Angela Whitfield-Calloway requested that the Legislative Policy Division (LPD) draft a resolution in support of Michigan Senate Bills 818-827, which are meant to study the status of maternal and perinatal health in Michigan, to address racial and ethnic disparities in health care, and to improve patient care.

Please contact us if we can be of any further assistance.

**RESOLUTION IN SUPPORT OF MICHIGAN SENATE BILLS 818-827**

**WHEREAS,** The Detroit City Charter requires the City to “provide for the public peace, health, and safety” of all Detroit residents and to provide for “the development and welfare of our youth, our most precious resource;” and

**WHEREAS,** In April of 2024, Michigan Senators Geiss, Cavanagh, Anthony, Chang, and Santana introduced Senate Bills 818-827, also known as the Michigan “Momnibus” bill package; and

**WHEREAS,** The bill package aims to uplift Black maternal healthcare by studying systemic racial disparities in healthcare and proposing changes to address the issues impacting Black mothers and babies; and

**WHEREAS,** The National Institutes of Health has found that Black patients are systematically undertreated for pain relative to White patients due to racial biases,<sup>1</sup> and the maternal mortality rate for Black women nationally is more than twice as high as their White counterparts according to the Centers for Disease Control;<sup>2</sup> and

**WHEREAS,** According to Michigan data from the Michigan Maternal Mortality Surveillance Program (MMMS), from 2015 to 2019 Black women were nearly 3 times more likely to die from pregnancy-related causes, and 60% of the state’s total maternal deaths were preventable;<sup>3</sup> and

**WHEREAS,** Among other things, this bill package would utilize the Michigan Department of Health and Human Services (DHHS) to monitor and study biased perinatal care, require the Department of Civil Rights to receive reports that may identify instances of obstetric violence or racism, ensure that hospitals have a policy in place to support patient protection, ensure that pregnancy status does not affect the right for a patient advocate to make life-sustaining treatment decisions, and supports the ability of patients to use midwives; and

**WHEREAS,** Additionally, Senate Bill 283 would amend the Elliott-Larsen Civil Rights Act to ensure the definition of “sex” discrimination includes pregnancy or lactation status; and

**WHEREAS,** The Detroit City Council is committed to eliminating racial biases in medical care and to protecting the rights of all Detroit residents to receive the best prenatal and postnatal care possible; **NOW THEREFORE BE IT**

**RESOLVED,** The City Council strongly urges the Michigan legislature to pass Senate Bills 818-827; **NOW BE IT FINALLY**

**RESOLVED,** That the Detroit City Clerk provide a copy of this resolution to the Detroit delegations of both the Michigan State House and Senate, in addition to Governor Gretchen Whitmer.

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<sup>1</sup> <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC4843483/>

<sup>2</sup> <https://www.cdc.gov/nchs/data/hestat/maternal-mortality/2022/maternal-mortality-rates-2022.pdf>

<sup>3</sup> [https://www.michigan.gov/mdhhs/-/media/Project/Websites/mdhhs/MCH-Epidemiology/MMMS\\_2015-2019-Report\\_final.pdf?rev=f3b6b88c83284adf86b6a1220541031f&hash=A5A5FEE6ED5BAE558D72521216FB72FC](https://www.michigan.gov/mdhhs/-/media/Project/Websites/mdhhs/MCH-Epidemiology/MMMS_2015-2019-Report_final.pdf?rev=f3b6b88c83284adf86b6a1220541031f&hash=A5A5FEE6ED5BAE558D72521216FB72FC)



## DEPARTMENTAL SUBMISSION

DEPARTMENT: Legislative Policy Division  
FILE NUMBER: Legislative Policy Division-0650

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**\* RE:**

Submitting report related to: Ordinance to regulate Fugitive Dust Emissions in Detroit

**\* SUMMARY:**

Ordinance to regulate Fugitive Dust Emissions in Detroit

**\* RECOMMENDATION:**

For Review

**\* DEPARTMENTAL CONTACT:**

Name: Sabrina Shockley  
Position: Administrative Assistant

**\*=REQUIRED**


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**TO:** The Honorable Detroit City Council

**FROM:** David Whitaker, Director   
Legislative Policy Division

**DATE:** July 11, 2024

**RE:** **ORDINANCE TO REGULATE FUGITIVE DUST EMISSIONS IN DETROIT**

Council Member Coleman A. Young, II that the Legislative Policy Division (LPD) provide a report that analyzes and examines aspects of the Fugitive Dust Emissions Ordinance in Detroit, passed at the Formal Session of Tuesday, May 21, 2024, (Item 20.1). This report addresses several questions posed by Council Member Young II concerning the definitions, enforcement, and implications of the ordinance.

### **Definition of “Human-Made Activity”**

Council Member Young II has inquired about the definition of “human-made activity” within the context of the Fugitive Dust Ordinance. “Human-made activity” is an undefined term, but it appears in the definition of “Fugitive Dust” which “means any solid particulate matter that becomes airborne or otherwise moves beyond the premises or, if being transported by a vehicle, moves beyond the confines of the vehicle, by natural or *human-made activities*, excluding engine combustion exhaust and particulate matter emitted from a properly permitted exhaust stack.”<sup>1</sup>

LPD has reached out to the Building, Safety, Engineering, and Environmental Department (BSEED) and the Law Department to appropriately define the term. BSEED has not responded to LPD’s questions as of the date of this report.<sup>2</sup> Because “human-made activity” is undefined, it must be interpreted within the broader context of the ordinance. As explained below, the ordinance is intended to regulate “community

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<sup>1</sup> 2019 Detroit City Code, Sec. 8-15-5

<sup>2</sup> According to the Law Department, “Human made activity in this context means activity by a person or an instrument of a person (including machinery).”

establishments” and not individual residents. Therefore, while the ordinance applies to human activities as opposed to naturally occurring dust, it does not apply to every human activity by each individual.

### **Impact on Residents: Routine Maintenance Activities**

There is some concern that the fugitive dust ordinance could be enforced against individual residents for everyday activities like cutting grass or sweeping sidewalks if they create dust with an opacity greater than 0%.<sup>3</sup> The opacity limits under the ordinance only apply to “community establishments” which “means all businesses, non-profit organizations, churches, governmental agencies, and other such institutions, and residential structures containing five or household units.”<sup>4</sup> The ordinance technically allows for the ticketing of an individual if the individual is a “community establishment designee” or an owner of the property where the community establishment is located.<sup>5</sup> However, individual homeowners and residents are not “community establishments” that are subject to the ordinance. Practical enforcement would likely account for the minor nature of these activities compared to larger, more impactful industrial processes.

The ordinance is not intended to prevent individuals from maintaining their lawns. However, the ordinance does apply to operations that create fugitive dust at community establishments including “weed abatement” and “landscaping.”<sup>6</sup> If the activity in question takes place at a multifamily unit or apartment with 5 or more units. The individuals who would be responsible or who would be issued a ticket would be:

- The Property Owner
- The community establishment designee, which could be a manager, operator, or agent of the fined establishment

In cases where the owner or the community establishment designee lives in the apartment or multifamily dwelling with 5 or more units, a “resident” could technically be fined. However, this would not mean that the renter would be directly responsible for the ticket with the city. Instead, the responsibility would fall on the owner or designee. This distinction is important to ensure that residents are not unduly penalized for routine maintenance activities and that enforcement is focused on larger and more impactful sources of dust emissions.

### **Impact on Commercial/Industrial Community Establishments**

The ordinance specifies that community establishments can be ticketed for creating dust with an opacity greater than 0% beyond its property boundaries. Community establishments that generate greater than 0-5% opacity per the ordinance are required to have a fugitive dust plan submitted to BSEED to meet compliance standards. To the extent that landscaping activities by a community establishment causes fugitive dust, the community establishment must create and adhere to a fugitive dust plan. Typically, activities such as lawn mowing and generating grass clippings are not the type of activities that will generate fugitive dust and are not the intended target of the ordinance.

### **Fines and Ticket Costs on Community Establishments**

Under the definition of “community establishment” and “community establishment designee,” there is concern whether residents could be ticketed if they create dust with an opacity greater than 5% on the

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<sup>3</sup> *Id.*, Sec. 8-15-582 (a).

<sup>4</sup> *Id.*, Sec. 8-15-4

<sup>5</sup> *Id.*

<sup>6</sup> *Id.* Sec. 8-15-581(b).

property or greater than 0% beyond the property line. The ordinance does technically allow for ticketing in these instances if the dust exceeds 0% opacity beyond the property line. If a community establishment or its designated representative is fined for violating the ordinance, the entity or designee will be issued a blight violation and be required to pay the fine to the City as set forth in the ordinance.<sup>7</sup> The landlord, owner, or designee has the option to pass this cost onto the tenants or renters of the property or units as there are no provisions against this. The City is not involved with the source of the funds, provided the fine is paid by the designated party.

## **BSEEDs Role and Monitoring Techniques**

Technology is not necessarily required for opacity measurement. Due to the nature of fugitive dust located here in Detroit, EPA Method 9 or 22 would suffice in terms of screening and monitoring. Method 9<sup>8</sup> requires proper certification whereas Method 22<sup>9</sup> does not require a certification. Method 9 also is commonly used for stationary sources v Method 22 which is used to make sure the process and any emission control equipment are operating properly and are not generating excess emissions. Both Method 9 and 22 utilize visual cues to monitor and measure opacity. A key element to consider between 9 and 22 would be 9 measures opacity while 22 measures frequency.

According to the Fugitive Dust Ordinance, it is mandatory for a community establishment's fugitive dust plan to include an individual certified in EPA Method 9.<sup>10</sup> BSEED and relevant representatives within the department are certified in EPA Method 9, ensuring compliance and proper enforcement of the ordinance. EPA Method 9 involves the visual determination of the opacity of emissions from stationary sources. To follow EPA Method 9, an individual must complete a training program where they learn to evaluate the opacity of emissions by comparing them to a series of standard images. This method requires periodic field certification to ensure the accuracy of the observer's visual assessments. Certified individuals must demonstrate their ability to consistently and accurately assess opacity by participating in these field tests and maintaining their certification through regular re-evaluation.

## **Technology Associated with Opacity Monitoring**

Technology is available for commercial/ industrial uses to monitor opacity on a continuous basis. Continuous opacity monitors (COMs) are readily available for purchase and are available to track opacity measurements on stacks. COMs are widely used but are prone to drift offsets and downtime. Their reliability results in many facilities owning a backup COM to cover mechanical failures. COMs can be more accurate, but a visible emissions reader is considered more reliable. COMs operate on stacks only, therefore operations such as storage piles of material, handling areas, and transfer points require manual methods such as EPA Method 9.

## **Conclusion**

The Fugitive Dust Emissions Ordinance aims to mitigate the impact of dust emissions on public health and the environment, ensuring a cleaner and healthier community. For effective implementation, it is crucial that BSEED is equipped with the necessary staff and materials needed to measure low levels of opacity, and that enforcement practices are applied thoughtfully, especially concerning minor residential activities.

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<sup>7</sup> *Id.*, Sec. 8-15-11 (a)

<sup>8</sup> EPA. Method 9 8/3/2017 1, August 3, 2017. [https://www.epa.gov/sites/default/files/2017-08/documents/method\\_9.pdf](https://www.epa.gov/sites/default/files/2017-08/documents/method_9.pdf).

<sup>9</sup> EPA. Method 22 1/14/2019, January 14, 2019. [https://www.epa.gov/sites/default/files/201908/documents/method\\_22\\_0.pdf](https://www.epa.gov/sites/default/files/201908/documents/method_22_0.pdf).

<sup>10</sup> 2019 Detroit City Code, Sec. 8-15-582 (9) (a)



Please contact our office if you need any further assistance.



## DEPARTMENTAL SUBMISSION

DEPARTMENT: Legislative Policy Division  
FILE NUMBER: Legislative Policy Division-0651

---

**\* RE:**

Submitting reso. autho. Resolution to allow for separate votes on three solar farm proposals

**\* SUMMARY:**

Resolution to allow for separate votes on three solar farm proposals

**\* RECOMMENDATION:**

For consideration

**\* DEPARTMENTAL CONTACT:**

Name: Sabrina Shockley  
Position: Administrative Assistant

**\*=REQUIRED**


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TO: The Honorable Detroit City Council

FROM: David Whitaker, Director   
Legislative Policy Division Staff

DATE: July 12, 2024

RE: **RESOLUTION TO ALLOW FOR SEPARATE VOTES ON THREE SOLAR FARM PROPOSALS**

Council Member Angela Whitfield-Calloway requested that the Legislative Policy Division (LPD) draft a resolution requesting for the Administration to provide resolutions which would allow City Council to vote separately for each of the 3 individual solar farm projects included in Phase I of the Neighborhood Solar Initiative.

Please contact us if we can be of any further assistance.

**BY COUNCIL MEMBER ANGELA WHITFIELD-CALLOWAY**

**RESOLUTION TO ALLOW FOR SEPARATE VOTES ON THREE SOLAR FARM PROPOSALS**

**WHEREAS,** The Administration has submitted one set of resolutions to City Council’s agenda which encompass Phase I of the Neighborhood Solar Initiative (“Initiative”); and

**WHEREAS,** Phase I of the Initiative includes three separate solar farm locations, which are located in the Van Dyke/Lynch, State Fair, and Gratiot/Findlay neighborhoods; and

**WHEREAS,** The City Council would prefer to vote on the resolutions for each of the 3 solar farm locations individually, as opposed to voting on the 3 locations as a group, so that Council Members can vote on the merits of each individual project; **NOW THEREFORE BE IT**

**RESOLVED,** The City Council is requesting that the Administration submit resolutions which will allow the Council to vote on each of the 3 solar farm locations for Phase I of the Neighborhood Solar Initiative individually; **NOW BE IT FINALLY**

**RESOLVED,** That the Detroit City Clerk provide a copy of this resolution to Mayor Mike Duggan, Corporation Counsel Conrad Mallett, and Chief Strategy Officer Trisha Stein.



## DEPARTMENTAL SUBMISSION

DEPARTMENT: Legislative Policy Division  
FILE NUMBER: Legislative Policy Division-0638

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**\* RE:**

Submitting reso. autho. Resolution in Support of HB 4707

**\* SUMMARY:**

Resolution in Support of HB 4707

**\* RECOMMENDATION:**

For Consideration

**\* DEPARTMENTAL CONTACT:**

Name: Sabrina Shockley  
Position: Administrative Assistant

**\*=REQUIRED**

David Whitaker, Esq.  
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TO: COUNCIL MEMBERS  
FROM: David Whitaker, Director  
Legislative Policy Division Staff  
DATE: July 3, 2024  
RE: RESOLUTION IN SUPPORT OF HB 4707

Council President Pro-Tem James Tate requested that the Legislative Policy Division (LPD) draft a RESOLUTION IN SUPPORT OF HB 4707.

Attached, please find our draft of the aforementioned resolution.

Attachment

**RESOLUTION IN SUPPORT OF HB 4707**

- WHEREAS,** The mission of the Detroit City Council is to promote the economic, cultural and physical welfare of Detroit's citizens through Charter-mandated legislative functions; and
- WHEREAS,** According to the National Institute of Mental Health, many individuals who develop substance use disorders (SUD) are also diagnosed with mental disorders, and vice versa. However, though some individuals may have both a SUD and a mental disorder, that does not mean that one caused the other; and
- WHEREAS,** Regardless of the cause, the issues associated with SUDs and mental disorders are both challenges in our community and they desperately need to be addressed. Unfortunately, Blacks receive inadequate and less than culturally sensitive care, resulting in more severe, chronic, and untreated mental health disorders. Additionally, when it comes to healthcare for SUDs, access to quality care for Black Americans is deficient as well; and
- WHEREAS,** Compounding factors of stress, such as generational trauma stemming from racism and the vestiges of slavery, and mass violence against Black people create stressors that would be challenging for any individual to process. The landscape of mental health in Black America is tainted by centuries of systematic oppression, which require a multi-system approach to improve trust in medicine and increase access to quality mental healthcare; and
- WHEREAS,** Currently, section 3425 of the (Michigan) Insurance Code (PA 218 of 1956) only requires insurers that deliver, issue for delivery, or renew a health insurance policy in the state to provide coverage for both intermediate and outpatient care for substance use disorder. Michigan House Bill 4707 (HB 4707), if passed as submitted, would amend section 3425 of the (Michigan) Insurance Code (PA 218 of 1956), to require health insurers in Michigan to provide coverage for medically necessary treatment of a mental health or substance abuse disorder; and
- WHEREAS,** Medically necessary treatment of a mental health or substance abuse disorder would mean a service or product addressing the specific needs of a patient for the purpose of screening, preventing, diagnosing, managing, or treating an illness, injury, condition, or its symptoms, including minimizing its progression, in a manner that meets all of the following:
- It is in accordance with the generally accepted standards of mental health and substance use disorder care
  - It is clinically appropriate in terms of type, frequency, extent, site, and duration.
  - It is not primarily for the economic benefit of the insurer or purchaser or for the convenience of the patient, treating physician, or other health care provider; and
- WHEREAS,** The bill would also amend section 2212e of the code, to provide that the prior authorization of medically necessary treatment of mental health and substance use disorders is subject to section 3425 (the primary section amended by the bill). Criteria and guidelines outside the scope of the nonprofit professional association criteria, including criteria described in section 2212e of the code, could be used if the criteria are fully consistent with current generally accepted standards of mental health and substance use disorder. **NOW THEREFORE BE IT**

**RESOLVED,** That the Detroit City Council urges the Michigan Legislature to support House Bill 4707, which would amend the Insurance Code to require health insurers in Michigan to provide coverage for medically necessary treatment of a mental health or substance abuse disorder. **NOW THEREFORE BE IT FINALLY**

**RESOLVED,** That copies of this resolution be forwarded to the Detroit delegation in the State Senate and State House, Mayor Mike Duggan and Governor Whitmer.





## DEPARTMENTAL SUBMISSION

DEPARTMENT: Legislative Policy Division  
FILE NUMBER: Legislative Policy Division-0641

---

**\* RE:**

Submitting report related to: TRANSIT-ORIENTED AND MOBILITY MANAGEMENT POLICY IN DETROIT

**\* SUMMARY:**

TRANSIT-ORIENTED AND MOBILITY MANAGEMENT POLICY IN DETROIT

**\* RECOMMENDATION:**

For Review

**\* DEPARTMENTAL CONTACT:**

Name: Sabrina Shockley  
Position: Administrative Assistant

**\*=REQUIRED**


David Whitaker, Esq.  
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**TO:** The Honorable Detroit City Council

**FROM:** David Whitaker, Director   
Legislative Policy Division

**DATE:** July 3, 2024

**RE:** **TRANSIT-ORIENTED AND MOBILITY MANAGEMENT POLICY IN DETROIT**

The Legislative Policy Division (LPD) has been requested by Council Member Coleman A. Young, II to provide a report that analyzes and examines transit oriented and mobility management policy in the City of Detroit. This report addresses several questions posed by Council Member Young II regarding Transit-Orientated Development (TOD) and Mobility Management policy and its impact on Detroit's economy.

The Council Member's memo to LPD dated May 3, 2024, requests a report on how the implementation of a TOD policy in Detroit could act as an economic engine and improve the lives of Detroiters.

## **OVERVIEW OF TRANSIT-ORIENTED DEVELOPMENT POLICY**

"If a sizable volume of jobs, stores, civic and cultural activities, and housing were close to rail service, people could drive less. Fuel consumption and air pollution could decrease. The chewing up of land for low-density development, highways, and parking lots could diminish. People would have more choices of how to get from home to work. They would be able to reach more of their destinations on foot – the healthiest way imaginable. That has always been the promise of transit-oriented development, or TOD."

*- New Urbanism Best Practices Guide, Fourth Edition*

The 2002 Brookings Institution report, "Transit-Oriented Development: Moving from Rhetoric to Reality," identifies three distinct types of rail transit and development in the 20<sup>th</sup> Century.

- “Development-oriented transit” (early 20<sup>th</sup> Century) – During this era, developers often built streetcar lines to add value to their developments or create new neighborhood centers previously out of reach.
- “Auto-oriented transit” (post World War II) – During this era, the primary purpose of new commuter transit systems was to relieve auto congestion, and stations were surrounded by parking lots for commuters.
- “Transit-related development” (following Auto) – During this era, development was adjacent to, but not well connected with, transit stations.

Transit-Oriented Development (TOD) policy has evolved from these previous eras and seeks to provide development that is compact and highly walkable with a rich mix of uses and amenities located within a half mile of public transportation. The 2004 book, *The New Transit Town: Best Practices in Transit-Oriented Development*, provides an expanded performance-based definition of TOD revolving around five main goals:

- **Location efficiency**, or the conscious placement of homes close to transit stations. This requires density – “sufficient customers within walking or bicycling distance of the transit stop to allow the system to run efficiently.” It also requires that stations or stops be centrally or conveniently located within the TOD. And it requires “pedestrian friendliness – a network of streets within the transit district that is interconnected and scaled to the convenience of pedestrians.”
- **Rich mix of choices**. This includes “a range of housing options – large single-family homes, bungalows, townhouses, live-work, and apartments,” so that the TOD can appeal to many segments of the population, from young people starting out, to families with children, to the retired”.
- **Value capture**. This primarily economic measure may include “higher tax revenues from increased sales and property values.” It may also include reduced transportation costs for residents and the ability to reach amenities, such as childcare facilities at transit stations, bike parking and rental, and guaranteed rides home from work.
- **Place-making**. Areas within walking or biking distance of a station should be people places. They also should work with the landscape and “weave together different building forms, uses, tenures, and densities,” among other objectives. The entity in the best position to ensure good placemaking is local government, Belzer contends. Local governments have the ability “to create and sustain the necessary long-term vision, to lead the planning process, and to assist with entitlements, land assembly, investment in key infrastructure, place-making amenities, and so on,” Belzer argued.
- **Resolution of the tension between “node” and “place.”** Dutch professors Luca Bertolini and Tejo Spit distinguished between node and place in their 1998 book *Cities on Rails: The Redevelopment of Railway Station Areas*. A transportation node may be surrounded by parking for people who drive to the station – which is at odds with a sense of place. Transit-oriented development should be an instrument for producing pleasant, livable communities.

There is no one prescribed model for a TOD, with some emphasizing office being provided near a train station to serve commuters, while others concentrate on retail, cultural, or residential activities. There are several types of TOD’s that range from the urban downtown to the commuter town typologies, but generally there are two broad types of TOD, both of which are developed around transit:

- **Urban TOD** is located in or near city centers in close proximity to main light rail, heavy rail, or express bus routes. It features high-density residential and commercial developments and employment clusters.
- **Neighborhood TOD** is located along the feeder lines or bus routes further away from the urban core. Although neighborhood TOD areas also feature mixed-use properties, population densities are not normally as high as with the Urban TOD.

TOD policy is oriented around rail access or bus service being provided, while zoning has traditionally prioritized auto-oriented development through the separation of uses, limitations on density, and the isolation of amenities.

The potential benefits of TOD may include:

- Increased land values
- New prime retail spaces for businesses to attract customers
- Increased higher-density development and up-zoning
- Increased foot traffic and visibility to customers for businesses
- Increased return for developers from less money and land spent on parking and roads
- New development subsidies to improve and maintain community infrastructure
- Reduced fuel consumption
- Better air quality
- Reduced sprawl
- Conservation of open space
- Reduced transportation costs and increased housing affordability
- Improved social cohesion through positive interactions among people in a community
- Reduced traffic accidents
- Improved transportation options, particularly for non-drivers
- Enhanced mobility and walkability
- Expanded labor market shed for employers
- Improved access to job opportunities for workers
- Neighborhood revitalization

By increasing access to public transit, TOD facilities increase transit ridership and a corresponding reduction in vehicular traffic and parking demand in TOD areas.

*- Federal Highway Administration report on TOD Value Capture and  
- Planning TOD in Greenville County (presentation)*

While TOD generally includes increased development rights to encourage mixed-use development and residential densities scaled to proximity of transit, careful control of permitted and prohibited land uses is necessary to ensure the proper mix of uses within a TOD area. The Massachusetts TOD Overlay District Model Bylaw presents the following sample permitted and prohibited uses:

Permitted Uses	Prohibited Uses
Apartments (above ground floor in active business districts) Townhouses Service-oriented office uses Non-service oriented office uses on upper floors only Mixed uses with ground floor retail, personal services and/or service-oriented offices Banks Retail under 10,000 square feet Healthcare facilities Hotels Transit stations Restaurants (except fast food) Civic, cultural and community facilities Theatres, except drive-ins	Auto sales, auto service and repair, auto storage and auto rental uses Gasoline sales Industrial uses Car wash Strip commercial development Mini-storage and self-storage facilities Commercial laundries with dry-cleaning operation on site Low density housing (<7 units per acre) Retail uses, except grocery stores, larger than 10,000 square feet, unless part of a mixed-use development Drive-through facilities Commercial parking facilities

Dry cleaners stores with cleaning facilities outside the Overlay District Accessory uses (parking garages, gift shops, cafeterias and day care facilities)	
---	--

In general, the implementation of TOD policy in any community may serve as an economic engine or catalyst for property development depending upon the economics of real estate development in a particular area and the ability of transit agencies to provide and plan for robust and reliable mass transit and stations that often involves coordination and funding at the city, county, regional, and state levels. As TOD policy typically involves an increase in development rights targeted to the efficient use of property within a half-mile of transit, economic development opportunities may be supported and possibly created by a TOD policy that is coordinated with existing or planned transit facilities, and that is viable for property owners and prospective developers.

TOD policy is also supported by desired financial and non-financial benefits to residents and visitors of an urban or neighborhood TOD. These quality-of-life benefits revolve around the location efficiencies and mix of uses that a TOD may provide. For example, a transit station serving a TOD may provide retail, service, healthcare, and civic uses closest to the transit station, that is then accessible to both an adjacent residential population near the station and any patrons that may arrive to the area by transit. This multi-modal accessibility reduces the dependence on the automobile and the inefficient amount of infrastructure that is required to support automobile travel.

## **Current City of Detroit Transit Oriented Development Zoning Policy**

### What is the Purpose of a HFTC

High-Frequency Transit Corridors (HFTCs) play a crucial role in promoting development within the City of Detroit, specifically within 0.5 miles of a bus route. Over the past decade, the city has identified its 10 most heavily utilized and busiest routes. To enhance service and encourage usage, these routes are intended for buses to operate with intervals of 10-15 minutes.

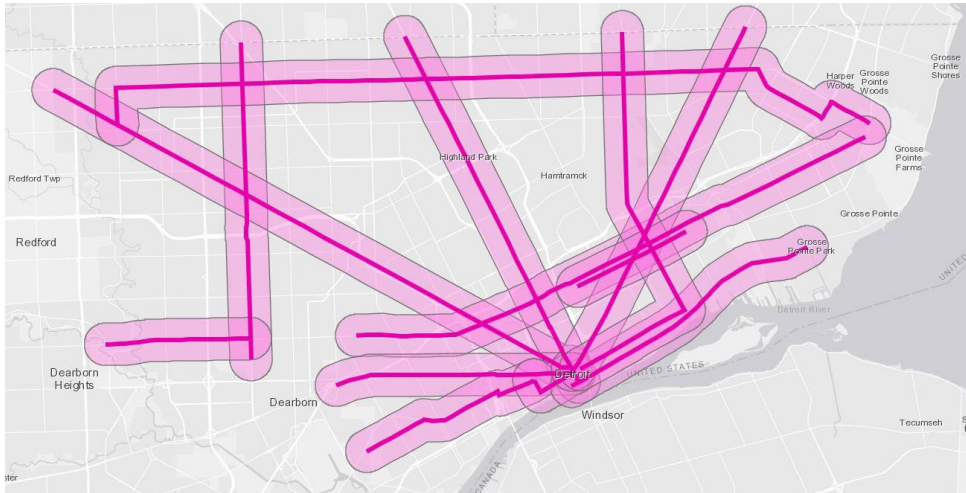
Unlike many other municipalities, Detroit relies heavily on its bus system as the primary mode of public transportation, given the absence of rail lines and rapid transit stations. HFTCs allow the city to effectively create a form of rapid transit that is accessible to all residents, leveraging existing bus infrastructure. This approach ensures that transit services are frequent, reliable, and support the city's broader development and accessibility goals.

### Locations of High-Frequency Transit Corridors

High-frequency transit corridors are located across the City of Detroit (Sec. 50-16-242). Each location is as follows:

- Corridor No. 1, consisting of: Vernor, between Riverside and 21st; 21st, between Vernor Highway and Bagley; Bagley, between 21st and Trumbull; Trumbull, between Bagley and Lafayette; and Lafayette, between Trumbull and Griswold.
- Corridor No. 2, consisting of: Michigan, between Woodward and Wyoming.
- Corridor No. 3, consisting of: Grand River, between Woodward and Five Points.
- Corridor No. 4, consisting of: Woodward, between Eight Mile and Jefferson.
- Corridor No. 5, consisting of: Van Dyke, between Eight Mile and Lafayette; and Lafayette, between Van Dyke and Randolph.
- Corridor No. 6, consisting of: Gratiot, between Woodward and Eight Mile.

- Corridor No. 7, consisting of Lahser, between Grand River and Seven Mile; Seven Mile, between Lahser and Morang; Morang, between Seven Mile and Harper; Harper, between Morang and Moross; and Moross, between Harper and Mack.
- Corridor No. 8, consisting of: Warren, between Edward N Hines and Greenfield and between McDonald and Mack; and Forest, between Dequindre and Cadillac.
- Corridor No. 9, consisting of: Jefferson, between Washington and Alter.
- Corridor No. 10, consisting of: Greenfield, between Paul and Eight Mile.



This map identifies the current High Frequency Transit Corridors with a 0.5 mile buffer

### Benefits of HFTCs via Zoning

High-Frequency Transit Corridors (HFTCs) provide various economic and social benefits by promoting development and improving accessibility in Detroit's communities. The city's current zoning ordinance incentivizes development within 0.5 miles of these HFTCs by relaxing certain restrictions, particularly for residential development with the exception of some commercial development in SD1 and SD2 districts. *Key Zoning Provisions for HFTCs:*

- R5 Medium Density Residential District: Section 50-8-142 allows conditional retail, service, and commercial uses within 0.5 miles of an HFTC. These include animal-grooming shops, art galleries, ATMs, banks, retail bake shops, body art facilities, business offices, personal service establishments, printing shops, appliance repair shops, certain types of restaurants, dance and art studios, and veterinary clinics for small animals.
- Off-Street Parking Regulations: Section 50-14-7 provides exemptions, reductions, and allowances for off-street parking. For businesses within 0.5 miles of an HFTC, the required off-street parking can be located up to 1,320 feet away if a "district approach" to parking is used. This approach requires a signage plan, management and maintenance plan, and a shared parking agreement if applicable.
- Household Living Use: Section 50-14-34 specifies reduced off-street parking requirements for lofts and multiple-family dwellings within 0.5 miles of an HFTC. For example, 0.75 parking spaces per dwelling unit are required, instead of the usual 1.25 parking spaces.
- Retail, Service, and Commercial Uses: Section 50-14-49 reduces the minimum required off-street parking for retail, service, and commercial uses within 0.5 miles of an HFTC to 0.75 of the usual requirements. Parking can be up to 1,320 feet away if a "district approach" to parking is implemented.

These zoning provisions are designed to encourage development near high-frequency transit routes by relaxing certain restrictions and reducing parking requirements. This makes it easier to develop mixed-use areas that are accessible and convenient for residents and businesses, thereby supporting economic growth and improving the quality of life in Detroit.

### **Light Rail Transit Oriented Development**

Light rail systems also represent a vital transportation element that facilitates transit-oriented development. In places that are proximal to such rail lines, higher density development is induced, less cars are used and thus less parking facilities for those vehicles are necessary. Detroit's QLINE rail system was developed to draw more TOD, however, many stakeholders have called for its expansion and acknowledged its limitations due to its short span that only services the greater downtown Woodward corridor. In a December 15, 2023 [Bridge Detroit article](#), Megan Owens of Transportation Riders United, a non-profit, speaking of the QLINE, stated, "An extension of it along Jefferson or Michigan Avenue still has some potential, especially recognizing its role as an economic development tool. It was really designed for economic development purposes." This statement came as a part of a wider discussion surrounding the M1-RAIL transferring the QLINE to the Regional Transportation Authority of Southeast Michigan (RTA). Advocates are hopeful that a transfer to the RTA could lead to expansion of the QLINE or the ability to use it as a catalyst. According to M1-RAIL President, Lisa Nuszowski, the "QLINE is an asset that was always envisioned as one piece of a larger, connected regional transit system." These types of discussions continue to raise the possibility that the City of Detroit may one day have an expanded regional system that includes light rail and bus and produces more TOD opportunities.

### **OVERVIEW OF MOBILITY MANAGEMENT POLICY**

The United States Department of Transportation (USDOT), Federal Transit Administration (FTA) describes mobility management as an innovative approach for managing and delivering coordinated transportation services to customers, including older adults, people with disabilities, and individuals with lower incomes. Mobility management focuses on meeting individual customer needs through a wide range of transportation options and service providers.

It also focuses on coordinating these services and providers to achieve a more efficient transportation service delivery system. A mobility managers' role is to serve as a policy advisor, transportation coordinator, operations manager, and navigator for user travel. In policy development, mobility managers help municipalities develop coordination plans, programs, and policies, and build local partnerships. These management practices also coincide with land-use policy that promote transit-oriented development, pedestrian access and public transportation. Mobility management offices may also coordinate travel and trip planning for individuals receiving living assistance.

Generally, mobility management differs from traditional transit services in the following ways:

- Mobility management tries to better serve the community based on individual needs versus the traditional transit service planning which addresses demand on centralized, highly traveled routes through transit systems.
- Mobility management focuses on diversity of travel options, services, and modes to reach a wide range of customers versus traditional transit systems that are built on regional service coverage.

- Mobility management uses multiple transportation providers to offer the most efficient service to individuals versus traditional transit agencies which may use a single operator to deliver all services.
- Mobility management highlights the importance of service advocacy to improve public transportation management and delivery versus transit agencies that focus on the direct provision of services.

The use of technology is essential in the mobility management approach because it uses Intelligent Transportation Systems (ITS) technology to monitor, schedule, and dispatch transportation solutions. This allows for optimized transportation routes, faster route times, and better safety.

Additionally, ITS technologies can be used to manage the operations for mobility management strategies. This is done through Computer-aided dispatch (CAD) and automatic vehicle location (AVL) systems, to coordinate transfers between various mobility options such as vehicles and public transit systems, taking reservations and scheduling trips. AVL systems contain global positioning systems for real time location. These technologies enhance data management and reporting, allow for electronic fare payments

### **City of Detroit Mobility Management Policy**

LPD staff have coordinated with the Administration departments that are pertinent to the discussion of Mobility Management. The Office of Mobility Innovation (OMI) and the Department of Transportation (DDOT) have provided the following responses as their current endeavors into mobility management and how they are planning to innovate and use technology in their mobility and transportation initiatives.

### **Office of Mobility Innovation Initiatives**

**Bikeshare Expansion:** The City has applied and received funding on behalf of MoGo to purchase bikeshare stations and bikes to expand and densify their network. The City is in the process of expanding the program for 20 additional stations utilizing \$600,000 in funding. OMI is also coordinating with the City of Dearborn and have provided a Letter of Support for a grant to launch MoGo bikeshare within Dearborn, near the Detroit/ Dearborn border. This will ultimately create the first regional bikeshare connection on the west side of the City and complement the new construction of the Joe Louis Greenway.

**E-Scooters:** The City is currently in the process of developing an equitable distribution plan for e-scooters to increase access to the neighborhoods. This will create an informed approach to distributing across neighborhoods because of the limited curb space and high percentage of residents with disabilities. In addition, OMI is developing pilots that would mitigate current and future concerns about e-scooter tip-over and clutter. This strategy will include designated parking zones and neighborhood mobility hubs. There will also be a diversity of e-scooter vehicle types (i.e., sitting, standing) that support a variety of users.

**Multimodal Coordination:** OMI is the process of working with the micro-mobility providers to coordinate deployment (i.e., staging vehicles) along high frequency transit routes and near high frequency transit stops.

**Electric Vehicle (EV) Carsharing:** The City is currently working with Michigan Clean Cities and other partners to support the [Affordable Mobility Platform \(AMP\)](#) which is a federally funded program that includes bringing EV carsharing to multifamily housing and neighborhoods in Detroit. The project was initiated in 2022 and extends through 2025. The intent is to provide a sustainable model for EV carsharing in communities where household car ownership or access or transportation is limited.



## **Detroit Department of Transportation Initiatives**

(see attached letter dated July 3, 2024)

The *DDOT Reimagined* plan builds upon the strength of Detroit's Street grid and DDOT's core spine routes. The Plan introduces a tier concept to prioritize frequency investments on the routes that serve the most riders and/or have the network value for connectivity and transfer opportunities. The Plan proposes a network of Enhanced Corridor, or Bus Rapid Transit (BRT)-lite routes with 7.5 to 10-minute all-day weekday frequencies, with many other route frequencies being improved from 20 or 30 minutes to 15 minutes on weekdays.

### Fixed Route Service

Among the innovations delineated in *DDOT Reimagined* are increased levels of service and improvements in the passenger experience through infrastructure and amenities.

For the fixed routes service, these include:

#### 1. Enhanced Transit Corridors

##### Routes

- 2 Michigan
- 3-Grand River
- 4-Woodward
- 6-Gratiot
- 7-Seven Mile
- 9-E. Jefferson
- 10-Greenfield

##### Service Characteristics

- 10-minute frequency (or better)

##### Infrastructure

- Boarding Islands
- New Bus Shelters

#### 2. Connection Corners

- Intersection and Bus Bulb Outs
- Improved Lighting
- High-Visibility Intersections

#### 3. Bus Stop Enhancements

- Bus Stop Seating
- Bus Signage
- Bus Boarding Islands
- Real-Time Information

#### 4. Mobility Hubs

- Connecting points for first/last mile services

## Paratransit Service

### 1. Customized Service

With the expected introduction of same day service in early 2025, enhancements in mobility for persons with disabilities and senior citizens will take place. Greater flexibility in trip planning will mean that eligible individuals can travel on a same-day basis throughout the ADA service area without the need to make an advanced reservation.

### 2. Technology

#### a. Interactive Voice Response (IVR)

DDOT Paratransit will introduce Interactive Voice Response (IVR) technology to the users of the system in 2024. Advance-day (day before) text messages will be sent to eligible individuals reminding them of a trip(s) that are scheduled to take place the next day. “Day Of” messaging will inform the passenger that the arrival of the paratransit vehicle is imminent-typically 15 to 20 minutes in advance of the pick-up.

#### b. Ecolane Mobile App

DDOT Paratransit has assembled a working group of individuals with a diversity of disabilities to test the accessibility features of the Ecolane Mobile App. The Mobile App will allow the customer to make a reservation for service or cancel a trip no longer needed through their phone.

## **CONCLUSION**

Transit-oriented development and mobility management policy has made some strides in the City of Detroit, but efforts are on-going and have a lot of opportunity for growth. LPD is available to answer any questions that this Honorable Body may have related to this topic, but a comprehensive discussion will also require the Office of Mobility Innovation and other Administration Departments that oversee implementation.

## MEMORANDUM

**To: David Whitaker**  
**Director, Legislative Policy Division**

**From: Michael Staley**  
**Interim Executive Director**  
**Detroit Department of Transportation**

**Date: July 3, 2024**

**RE: Request for a Report on Mobility Management**

As stated in the memorandum from Councilmember Coleman A. Young II to Director Whitaker, “[T]he principle goal of mobility management is to design local and regional solutions customized to fit the community’s needs, encouraging the use of innovation and technology”.

*DDOT Reimagined*, the proposed blueprint for the future of public transportation services in the City of Detroit, embraces the principle goal of mobility management as described above.

In the “Executive Summary” the plan makes clear that the design is both localized and customized “...to fit the community’s needs”.

The *DDOT Reimagined* plan builds upon the strength of Detroit’s street grid and DDOT’s core spine routes. The Plan introduces a tier concept to prioritize frequency investments on the routes that serve the most riders and/or have the network value for connectivity and transfer opportunities. The Plan simplifies the alignments of neighborhood connector routes while consolidating several pairs of routes in single routes which minimize unnecessary and duplicative coverage. The

Plan proposes a network of Enhanced Corridor, or Bus Rapid Transit (BRT)-lite routes with 7.5 to 10-minute all-day weekday frequencies, with many other routes being improved from 20 or 30 minutes to 15 minutes on weekdays. The Plan's across-the-board weekday and weekend frequency improvements will provide for more convenient travel opportunities and expedite transfers between routes. Lastly, the Plan also includes recommendations for improvements to operating procedures and technology, along with capital investments in the aforementioned Enhanced Corridors, Connection Corridors stops, and bus stop shelters across the system. Implementation will take several years at a minimum, as DDOT works to regrow its operator workforce. Implementation of the Plan's full frequency improvement recommendations will require a substantial increase in the number of budgeted operator (TEO) positions.

### Fixed Route Service

Among the innovations delineated in *DDOT Reimagined* are increased levels of service and improvements in the passenger experience through infrastructure and amenities.

For the fixed routes service, these include:

1. Enhanced Transit Corridors
  - Routes
    - 2-Michigan
    - 3-Grand River
    - 4-Woodward
    - 6-Gratiot
    - 7-Seven Mile
    - 9-E. Jefferson
    - 10-Greenfield
  - Service Characteristics
    - 10 minute frequency (or better)
  - Infrastructure
    - Boarding Islands
    - New Bus Shelters
2. Connection Corners
  - Intersection and Bus Bulb Outs
  - Improved Lighting
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3. Bus Stop Enhancements
  - Bus Stop Seating

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  - Bus Boarding Islands
  - Real-Time Information
4. Mobility Hubs
- Connecting points for first/last mile services

### Paratransit Service

#### 1. Customized Service

With the expected introduction of same day service in early 2025, enhancements in mobility for persons with disabilities and senior citizens will take place.

Greater flexibility in trip planning will mean that eligible individuals can travel on a same-day basis throughout the ADA service area without the need to make an advanced reservation.

#### 2. Technology

##### a. Interactive Voice Response (IVR)

DDOT Paratransit will introduce Interactive Voice Response (IVR) technology to the users of the system in 2024.

Advance-day (day before) text messages will be sent to eligible individuals reminding them of a trip(s) that are scheduled to take place the next day. “Day Of” messaging will inform the passenger that the arrival of the paratransit vehicle is imminent-typically 15 to 20 minutes in advance of the pick-up.

##### b. Ecolane Mobile App

DDOT Paratransit has assembled a working group of individuals with a diversity of disabilities to test the accessibility features of the Ecolane Mobile App. The Mobile App will allow the customer to make a reservation for service or cancel a trip no longer needed through their phone.

### RTA “Master Plan”

DDOT would be remiss in responding to the inquiry from Councilmember Coleman A. Young II, if the department did not make reference to the Regional Transit Authority (RTA) “2023 Regional Transit Master Plan Update” (February 2024).

The “Executive Summary” makes clear how the RTA envisions the future of public transportation in SE Michigan.

The Regional Transit Master Plan (RTMP) guides RTA toward achieving its vision of a region with sufficient and stable funding to support improved public transit options that will advance equity by increasing accessibility; satisfy the integrated mobility needs of Southeast Michigan communities; and promote livable, healthy, and sustainable growth.

The *Master Plan* articulates five (5) goals in support of this vision.

1. Fund Transformative Mobility
2. Improve Existing Services
3. Expand Transit Coverage
4. Innovate Resilient Projects
5. Sustain Future Projects

DDOT will continue to collaborate with the RTA, where advantageous, on projects such as rapid transit and demand response services and in technical advances in trip planning, fare payment, and low and no-emission vehicle procurement.

Cc: Stephanie Davis, Governmental Liaison-DDOT

Jennie K. Whitfield, Deputy Director of Administration-DDOT

Micah Hood, Chief of Staff-DDOT



City of Detroit ~ Detroit City Council  
**Coleman A. Young II**  
Councilman At Large #1

# MEMO

**TO:** David Whitaker, Director, Legislative Policy Division

**THRU:** Mary Sheffield, President, Detroit City Council

**FROM:** THE HONORABLE COLEMAN A. YOUNG II, COUNCIL MEMBER AT LARGE #1

**CC:** President Pro Tem James Tate, District #1  
Council Member Mary Waters, Member At Large  
Council Member Angela Whitfield Calloway, District #2  
Council Member Scott Benson, District #3  
Council Member Latisha Johnson, District #4  
Council Member Gabriella Santiago-Romero, District #6  
Council Member Fred Durhal III, District #7

**DATE:** May 3, 2024

**RE:** Request for a report on Transit-Oriented Development Policy

Mr. Whitaker:

Many cities throughout the world are implementing Transit-Oriented Development (TOD) policies which seeks to reduce negative impacts of long commutes, enables active mobility, and fosters environments that improve mental, emotional, and physical well-being of citizens. The implementation of TOD policies in the city of Detroit could reduce automobile dependency, increase public transit usage, and create economic hubs.

Please provide a report on how the implementation of a TOD policy in Detroit could act as an economic engine and improve the lives of Detroiters.

Thank you.





City of Detroit ~ Detroit City Council  
**Coleman A. Young II**  
Councilman At Large #1

## MEMO

**TO:** David Whitaker, Director, Legislative Policy Division

**THRU:** Mary Sheffield, President, Detroit City Council

**FROM:** THE HONORABLE COLEMAN A. YOUNG II, COUNCIL MEMBER AT LARGE #1

**CC:** President Pro Tem James Tate, District #1  
Council Member Mary Waters, Member At Large  
Council Member Angela Whitfield Calloway, District #2  
Council Member Scott Benson, District #3  
Council Member Latisha Johnson, District #4  
Council Member Gabriella Santiago-Romero, District #6  
Council Member Fred Durhal III, District #7

**DATE:** May 3, 2024

**RE:** Request for a Report on Mobility Management Policy

Mr. Whitaker:

Mobility management policy involves capital projects consisting of short-range planning and management activities and projects for improving coordination among public transportation and other transportation service providers. It includes aims to improve specialized transportation for traditionally underserved populations.

The principle goal of mobility management is to design local and regional solutions customized to fit the community's needs, encouraging the use of innovation and technology.

Please provide a report that examines the city of Detroit's mobility management policy. Please include how innovation and technology will be used.

Thank you.





## DEPARTMENTAL SUBMISSION

DEPARTMENT: Legislative Policy Division  
FILE NUMBER: Legislative Policy Division-0643

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**\* RE:**

Submitting report related to: Report on the current Percentage of Unbanked Detroiters

**\* SUMMARY:**

Report on the current Percentage of Unbanked Detroiters

**\* RECOMMENDATION:**

For Review

**\* DEPARTMENTAL CONTACT:**

Name: Sabrina Shockley  
Position: Administrative Assistant

**\*=REQUIRED**


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Irvin Corley, Jr.  
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TO: COUNCIL MEMBERS

FROM: David Whitaker, Director   
Legislative Policy Division Staff

DATE: July 5, 2024

RE: **Report on the current Percentage of Unbanked Detroiters**

Council Member Coleman Young requested that the Legislative Policy Division (LPD) draft a report on the current percentage of unbanked Detroiters.

This report is our response to this inquiry.

### **Percentage of the unbanked**

According to the Federal Reserve Bank of Cleveland's Report, *Unbanked in America: A Review of the Literature*,<sup>1</sup> dated May 26, 2022, Michael S. Barr, an American legal scholar along with the University of Michigan, determined that **30% of adults in the metro Detroit area were unbanked**. The FDIC (The Federal Deposit Insurance Corporation) defines the unbanked as those households that have neither a checking or a savings account in a bank or a credit union.

### **Reasons for not having a bank account**

In 2019, The FDIC in its "Survey of Household Use of Banking and Financial Services," asked households about their reasons for not having a bank account. The reasons are indicated in the chart below:

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Reasons among the Unbanked for Not Having a Bank Account, 2019 (by percentage)

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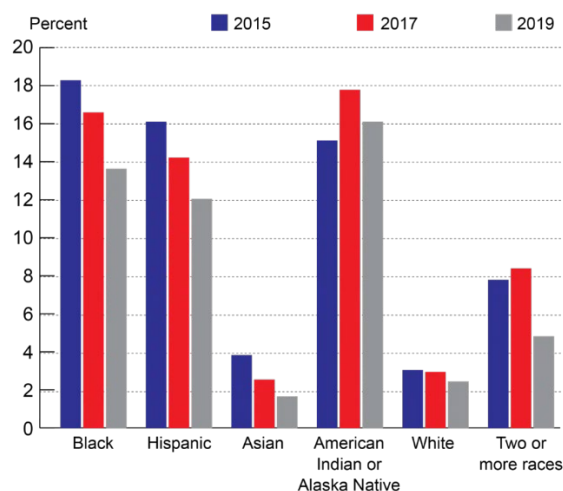
<sup>1</sup> [Unbanked in America: A Review of the Literature \(clevelandfed.org\)](https://www.clevelandfed.org/publications/unbanked-in-america) by Paola Boel and Peter Zimmerman

	Cited reason	Main reason
Cannot meet minimum balance requirements	48.9	29.0
Lack of trust in banks	36.3	16.1
Desire for more privacy	36.0	7.1
High bank account fees	34.2	7.3
Unpredictable bank account fees	31.3	1.6
Identification, credit, or former bank account problems	20.5	8.0
Banks do not offer needed products and services	19.6	1.9
Bank locations are inconvenient	14.1	2.2
Bank hours are inconvenient	13.0	2.4
Other reasons	17.8	13.9
No cited reason	10.4	10.4

2

According to the FDIC (2020), US households belonging to racial and ethnic minority groups are less likely to be banked, as shown in Figure 3<sup>3</sup> below. Faber and Friedline (2020) conducted an independent survey among 1,344 banks across the United States to investigate differences in the costs and fees of checking accounts at commercial banks. They found the costs of opening and maintaining accounts to be higher in areas with larger Black and Hispanic populations.<sup>4</sup>

**Figure 3: Unbanked Rate by Race or Ethnicity, Selected Groups**



Source: FDIC (2020)

Note: We follow the FDIC classifications for race and ethnicity.

## Conclusion

In its report, the Federal Reserve Bank of Cleveland concluded that cash use is declining in the United States. Cash was used for 40 percent of transactions in 2012 (Greene, Schuh, and Stavins, 2018),<sup>5</sup> 26 percent in 2019 (Greene and Stavins, 2020)<sup>6</sup> and just 21 percent in 2020 (Foster, Greene, and Stavins, 2021).<sup>7</sup> However, cash transactions remain prevalent for the unbanked. As In 2020, unbanked consumers used cash for 60 percent of their payments, compared to only 19 percent for banked consumers.

<sup>2</sup> Source: FDIC (2020) Note: The FDIC survey asked unbanked households about their reasons for not having a bank account. Households were asked to cite all reasons that apply and then choose the main reason.

<sup>3</sup> The FDIC survey collects data at the household, not individual, level. The race or ethnicity of a household is determined by that of the owner or renter of the home. We drop the category “Native Hawaiian or Other Pacific Islander” because the sample size in 2019 is too small to produce a precise estimate.

<sup>4</sup> [Unbanked in America: A Review of the Literature \(clevelandfed.org\)](https://www.clevelandfed.org/publications/unbanked-in-america-a-review-of-the-literature)

<sup>5</sup> [The 2012 Diary of Consumer Payment Choice - Federal Reserve Bank of Boston \(bostonfed.org\)](https://www.bostonfed.org/publications/the-2012-diary-of-consumer-payment-choice)

<sup>6</sup> [2020 Survey of Consumer Payment Choice - Federal Reserve Bank of Atlanta \(atlantafed.org\)](https://www.atlantafed.org/publications/2020-survey-of-consumer-payment-choice)

<sup>7</sup> [2020 Survey of Consumer Payment Choice - Federal Reserve Bank of Atlanta \(atlantafed.org\)](https://www.atlantafed.org/publications/2020-survey-of-consumer-payment-choice)

The unbanked rate has been decreasing in the United States, but it remains high compared to unbanked rates in other developed economies. Lower-income and racial and ethnic minority households are more likely to lack access to a bank account than white households with higher incomes. Fees and minimum balance requirements are important factors in the decision to be unbanked. However, several studies show that when fees are constrained, banks find low-balance accounts unprofitable, so access to bank accounts can actually decline. The most effective way to reduce financial exclusion remains an open question. Several existing initiatives and proposals could be interesting topics of study.



## DEPARTMENTAL SUBMISSION

DEPARTMENT: Public Works - City Engineering  
FILE NUMBER: Public Works - City Engineering-0417

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**\* RE:**

**Submitting reso. autho.** Petition No. x2024-215 – DTE Electric Company request for Vacation, with conversion to utility easement part of the dedicated east-west opening of Milford Avenue (Dedication 3/18/1913 JCC PG. 312-313) within the parcel commonly known as 6200 W. Warren Ave. bounded by Tireman St., Livernois Avenue, W. Warren Avenue, and the P.M.C.O. Railroad.

**\* SUMMARY:**

This request is on behalf of DTE Electric Company, and its purpose is to vacate with an easement the dedicated east-west opening of Milford Avenue (Dedication 3/18/1913 JCC PG. 312-313).

**\* RECOMMENDATION:**

Approved

**\* DEPARTMENTAL CONTACT:**

Name: Raven Wright  
Position: Supervisor of Maps and Records

**\*=REQUIRED**



June 28, 2024

Honorable City Council:

**RE: Petition No. x2024-215 – DTE Electric Company request for Vacation, with conversion to utility easement part of the dedicated east-west opening of Milford Avenue (Dedication 3/18/1913 JCC PG. 312-313) within the parcel commonly known as 6200 W. Warren Ave. bounded by Tireman St., Livernois Avenue, W. Warren Avenue, and the P.M.C.O. Railroad.**

Petition No.x2024-215 – DTE Electric Company requests to vacate to utility easement part of the dedicated east-west opening of Milford Avenue 60 ft. wide (Dedication 3/18/1913 JCC PG. 312-313) within the parcel commonly known as 6200 W. Warren Ave., bounded by Tireman St., 66 ft. wide, Livernois Avenue 120 ft. wide, W. Warren Avenue, 100 ft. wide and the P.M.CO. Railroad, 60 ft. wide.

This request is on behalf of DTE Electric Company, and its purpose is to vacate with an easement the dedicated east-west opening of Milford Avenue.

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

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

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

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

I am recommending adoption of the attached resolution.

Respectfully submitted,

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

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

BY COUNCIL MEMBER \_\_\_\_\_

**RESOLVED**, part of the dedicated east-west opening of Milford Avenue 60 ft. wide (Dedication 3/18/1913 JCC PG. 312-313) within the parcel commonly known as 6200 W. Warren Ave., bounded by Tireman St., 66 ft. wide, Livernois Avenue 120 ft. wide, W. Warren Avenue, 100 ft. wide and P.M.CO. Railroad, 60 ft. wide further described as land in the City of Detroit, Wayne County, Michigan being:

Milford Avenue, 60 ft. wide, dedicated to public right-of-way March 18<sup>th</sup>, 1913 (JCC PG. 312-313), being within the parcel commonly known as 6200 W. Warren Ave., lying easterly of Livernois Ave., 120 ft. wide, and lying westerly of and adjacent to the P.M.C.O Railroad, 60 ft. wide; being part of lots 5 - 6 of the "Plats of the North End of the West Half of Private Claim 574", as recorded in Liber. 243, Page 516 of Plats, Wayne County Records; and part of the east half of Private Claim 574 lying north of and adjacent to Warren Avenue, south of and adjacent to Tireman Avenue, and west of and adjacent to P. M. Co. Railroad.

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

Whereas the City of Detroit does wish to vacate the above-described right-of-way. Said vacation is subject to the following provisions:

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

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



companies, other than that specifically prohibited by this resolution, shall restore the easement surface to a satisfactory condition,

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

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

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

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

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

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

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

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

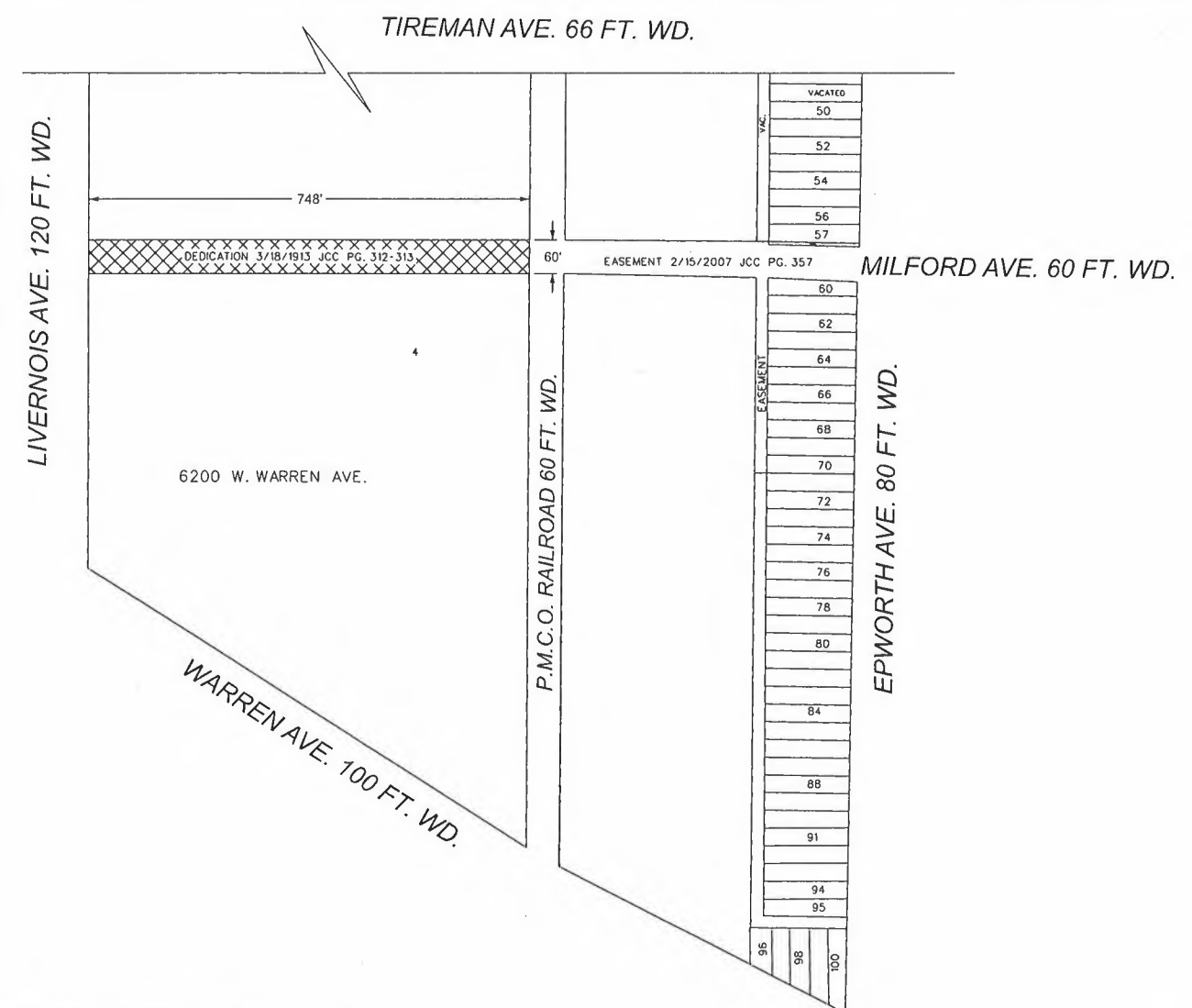


PROVIDED, that if any time in the future, the owners of any lots abutting on said vacated right of way shall request the removal and/or relocation of the aforementioned utilities in said easement, such owners shall pay all costs incident to such removal and/or relocation. It is further provided that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

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

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

MAP-24-81



- REQUEST VACATION WITH EASEMENT

(FOR OFFICE USE ONLY)

CARTO 14-15 E

CITY OF DETROIT  
CITY ENGINEERING DIVISION  
SURVEY BUREAU

JOB NO. 24-81

DRWG. NO.

B					
A					
DESCRIPTION		DRWN	CHKD	APPD	DAT
REVISIONS					
DRAWN BY		CHECKED			
AP				LC	
DATE		APPROVED			
06-05-2024				RW	

REQUEST VACATION WITH EASEMENT  
TO MILFORD AVE. 60 FT. WD.  
BETWEEN LIVERNOIS AVE. AND  
PERE MARQUETTE RAILROAD  
AT 6200 W. WARREN AVE.



## DEPARTMENTAL SUBMISSION

DEPARTMENT: Public Works - City Engineering  
FILE NUMBER: Public Works - City Engineering-0418

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**\* RE:**

Submitting reso. autho. **Petition No. x2024-216 – Ava Property Management LLC request to vacate with a reserve of a utility easement the east-west and north-south alleys bounded by Plymouth Rd. Freeland St, and adjacent to the parcels commonly known as 14115 Plymouth Road and 11350 Freeland St.**

**\* SUMMARY:**

The petitioner, Ava Property Management LLC proposed to vacate the east-west and north-south alleys with an easement for the purpose of combining their properties as one parcel.

**\* RECOMMENDATION:**

Approved

**\* DEPARTMENTAL CONTACT:**

Name: Raven Wright  
Position: Supervisor of Maps and Records

**\*=REQUIRED**



CITY OF DETROIT  
DEPARTMENT OF PUBLIC WORKS  
CITY ENGINEERING DIVISION  
June 28<sup>th</sup>, 2024

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

Honorable City Council:

**RE: Petition No. x2024-216 – Ava Property Management LLC request to vacate with a reserve of a utility easement the east-west and north-south alleys bounded by Plymouth Rd. Freeland St, and adjacent to the parcels commonly known as 14115 Plymouth Road and 11350 Freeland St.**

Petition No. x2024-216 – Ava Property Management LLC request to vacate with a reserve of a utility easement the east-west and north-south alleys bounded by Plymouth Road, 66 ft. wide, Freeland St., 60 ft. wide, and adjacent to the parcels commonly known as 14115 Plymouth Road and 11350 Freeland St.

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

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

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

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

I am recommending adoption of the attached resolution.

Respectfully submitted,

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

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

BY COUNCIL MEMBER \_\_\_\_\_

**RESOLVED**, east-west and north-south alleys bounded by Plymouth Road, 66 ft. wide, Freeland St., 60 ft. wide, and adjacent to the parcels commonly known as 14115 Plymouth Road and 11350 Freeland St., further described as land in the City of Detroit, Wayne County, Michigan being:

1. East-west alley, 20 ft. wide, lying southerly of and adjacent to lots 4 through 8, and lying northerly of lot 415. Lying 9 ft. in width southerly of and adjacent to lots 1 through 3 and the north 50 ft. of the parcel commonly known as 14115 Plymouth Road of "Churchill Park Subdivision" as recorded in Liber 50, Page 52 of Plats, Wayne County Records.
2. North-south alley, 9 ft. wide, lying easterly of and adjacent to lots 415 through 431, lying northerly of and adjacent to the outright vacated Elmira St., 60 ft. wide., and lying westerly of and adjacent to the parcel commonly known as 14115 Plymouth Road of "Churchill Park Subdivision" as recorded in Liber 50, Page 52 of Plats, Wayne County Records.

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

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

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

Third, said owners for their heirs and assigns further agree that no buildings or structures of any nature whatsoever including, but not limited to, concrete slabs or driveways, retaining or partition

walls (except necessary line fences or gates), shall be built or placed upon said easement, nor change of surface grade made, without prior approval of the City Engineering Division – DPW,

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

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

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

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

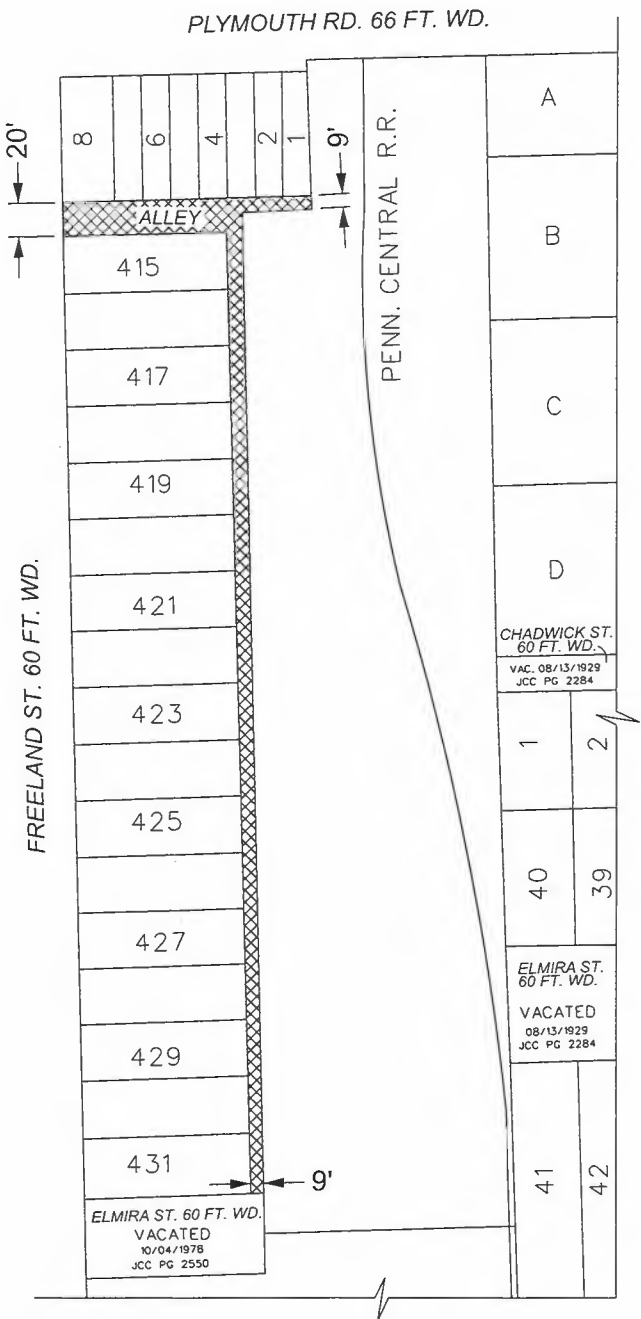
PROVIDED, that free and easy access to the sewers, water mains, fire hydrants and appurtenances within the easement is required for the Detroit Water and Sewerage Department equipment including the use of backhoes, bull dozers, cranes or pipe trucks, and other heavy construction equipment, as necessary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

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

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

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

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



 - VACATION WITH UTILITY EASEMENT

(FOR OFFICE USE ONLY)

CARTO 82 B

<b>B</b>											
<b>A</b>											
DESCRIPTION		DRWN	CHKD	APPD	DATE						
REVISIONS											
DRAWN BY		TS		CHECKED	LC						
DATE		04-12-2024		APPROVED	RW						
REQUEST TO VACATE WITH UTILITY EASEMENT THE N/S PUBLIC ALLEY AND THE E/W PUBLIC ALLEY BETWEEN FREELAND ST., PLYMOUTH RD., ELMIRA ST. AND PENN CENTRAL R.R.											
						CITY OF DETROIT CITY ENGINEERING DIVISION SURVEY BUREAU					
						JOB NO. 24-55					
DRWG. NO.											





## CITY OF DETROIT

SCOTT BENSON

COUNCIL MEMBER

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# 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.

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### SUMMARY:

Click or tap here to enter text.

### DEPARTMENTAL CONTACT:

**Name:** Kerwin Wimberley

**Position:** Senior Policy Analyst



## MEMORANDUM

**TO:** David Whitaker, Director, Legislative Policy Division  
LaJuan Counts, Director, Construction & Demolition Dept.  
James White, Chief of Police

**FROM:** Hon. Scott Benson, City Council District 3

**CC:** Hon. Gabriela Santiago Romero, Chair, Public Health & Safety  
Standing Committee  
Hon. Janice Winfrey, City Clerk  
Malik Washington, Mayor's Liaison

**VIA:** Hon. Council President Mary Sheffield

**DATE:** 8 July 2024

**RE:** REQUEST FOR DATA ON CRIME IN VACANT BUILDINGS  
FOR CALENDAR YEARS 2022-2023

To address ongoing safety concerns in our community, I am requesting detailed data, via a collaborative report, from the Legislative Policy Division, Construction Department and Detroit Police Department on the following incidents that occurred within vacant/abandoned buildings inside Detroit for the calendar years 2022 and 2023:

1. Number of murders
  - a. Identify victim's gender.
  - b. Identify if victim was a minor.
2. Number of rapes
  - a. Identify victim's gender.
  - b. Identify if victim was a minor.
3. Number of dead bodies found
  - a. Identify victim's gender.
  - b. Identify if victim was a minor.

This data will help us better understand the scope of the public safety issue around vacant buildings in our neighborhoods and commercial corridors.

Your prompt attention to this request is appreciated. Please provide the requested data by mid-July 2024.

If you have any questions, do not hesitate to contact my office at 313-224-1198.

SRB



**CITY OF DETROIT**

**LATISHA JOHNSON**

**COUNCIL MEMBER**

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## **MEMORANDUM**

**To:** Trisha Stein, Tepfirah Rushdan, Jay Rising

**Through:** Council President Mary Sheffield

**From:** Council Member Latisha Johnson submitting memorandum relative to

**Date:** 7/9/2024

**RE:** Solar Initiative Questions

---

### **SUMMARY:**

Councilwoman Johnson's questions re: the Solar Neighborhood Initiative.

### **DEPARTMENTAL CONTACT:**

**Name:** Parker Griffith

**Position:** Policy Analyst



City of Detroit  
Detroit City Council - District 4

## MEMORANDUM

DATE: July 9, 2024

TO: Trisha Stein, Chief Strategy Officer  
Tepfirah Rushdan, Director, Office of Sustainability,  
Jay Rising, Chief Financial Officer

FROM: Latisha Johnson  
District 4 Councilmember

A handwritten signature in cursive script, appearing to read "Latisha Johnson".

**SUBJECT: Solar Initiative Memo**

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Greetings,

Please provide responses to the questions below concerning the Neighborhood Solar Initiative:

1. What community outreach has been done in the Solar Initiative neighborhoods, and will there be continued outreach as the initiative progresses?
2. What is the estimated financial impact of the solar arrays on residents?

3. Does the city have any authority over the design of the solar arrays? What measures or design considerations are incorporated into the current plan for the solar array installations to ensure effective implementation of Green Stormwater Infrastructure (GSI) practices? Specifically, how are the solar arrays designed or situated to mitigate potential flooding or adverse effects from increased stormwater runoff generated by the solar panels and associated infrastructure?
4. What is the significance of the acreage that the city is planning to utilize for the Solar Initiative?
5. What will the maintenance costs be for the solar panels and the land itself? Who is paying for the maintenance?
6. The initiative will currently only power the 127 municipal buildings in the City. Will the City consider expanding the initiative to allow homeowners and businesses the option to utilize and benefit from solar energy?
7. One of the main purposes driving the initiative is combatting blight. What security measures will be put in place to ensure that the solar fields do not become blighted from trash and illegal dumping? Additionally, how will the City prevent or respond to the possibility of individuals stripping the solar panels for parts?
8. The 250 acres of solar fields are stated to produce 33 megawatts of energy. Is there a possibility for the panels to generate more power, exceeding the amount of energy needed to power the City's municipal buildings? If so, how will the excess energy be utilized?
9. According to the contracts between the developers and the City, whenever the useful life of the solar panels comes to an end, the land shall be returned to the City as a green field. What will be the land's future use, and who will determine what that use is?
10. The OCFO has stated that 21 of the homes that the City is acquiring for the initiative are occupied. How many of those occupied properties are in District 4?
11. What are the expected benefits of the Solar Initiative for utility companies such as DTE?

12. How much of an improvement to our air quality can we expect as a result of installing these solar arrays?
13. Please explain how the DTE credit process will work for residents.
14. Please explain whether these solar arrays will contribute to the heat island effect and if so, are there are any strategies being implemented to minimize this effect?

Thank you,

If you have any questions, please contact Parker Griffith, our Policy Analyst, at [parker.griffith@detroitmi.gov](mailto:parker.griffith@detroitmi.gov).



## DEPARTMENTAL SUBMISSION

DEPARTMENT: [eSCRIBE Department]  
FILE NUMBER: Council Member Gabriela Santiago-Romero-0174

---

**\* 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**

**BY COUNCIL MEMBER GABRIELA SANTIAGO-ROMERO**

**RESOLUTION IN SUPPORT OF IMPLEMENTATION OF THE GROUND EMERGENCY  
MEDICAL TRANSPORTATION PROGRAM IN MICHIGAN**

- WHEREAS,** The City of Detroit provides Ground Emergency Medical Transportation (GEMT) services for City residents, which includes many Medicaid beneficiaries; and
- WHEREAS,** The GEMT program available through the United States centers for Medicare and Medicaid Services provides reimbursement to public providers for services provided to Medicaid patients; and
- WHEREAS,** The State of Michigan is not currently participating in the GEMT program, which is a voluntary enrollment program at both the state and local levels; and
- WHEREAS,** Implementation of the GEMT program in the State of Michigan may yield hundreds of thousands of federal reimbursement for the City of Detroit annually; and
- WHEREAS,** The emergency services sector has struggled with workforce retention and recruiting in the wake of the COVID-19 pandemic; and
- WHEREAS,** The GEMT program will help Michigan public agencies including the City of Detroit retain and hire employees; and
- WHEREAS,** The GEMT program has shown to expand access, quality, and suitability of emergency services for Medicaid recipients for public providers; and
- WHEREAS,** The MI-GEMT coalition is advocating for the passage of legislation directing the Michigan Department of Health and Human Services to enroll in the GEMT program; and
- WHEREAS,** The MI-GEMT coalition includes the Michigan Association of Fire Chiefs, Michigan Municipal League, Michigan Townships Association; **NOW, THEREFORE BE IT**
- RESOLVED,** The Detroit city Council hereby conveys its support for efforts of the MI-GEMT coalition; **NOW, BE IT FURTHER**
- RESOLVED,** The Detroit City Council urges the Michigan State Legislature to adopt legislation directing the Michigan Department of Health and Human Services to enroll in the GEMT program through the Centers for Medicare and Medicaid Services State Plan Amendment process; **NOW, BE IT FINALLY**
- RESOLVED,** That the Detroit City Clerk's Office provide a copy of this resolution to the Detroit delegations of both the Michigan State House and Senate, in addition to Governor Gretchen Whitmer.





## City of Detroit

CITY COUNCIL

**MARY SHEFFIELD**  
CITY COUNCIL PRESIDENT  
DISTRICT 5

# MEMORANDUM

**TO:** Trisha Stein, Chief Strategy Officer, Mayor's Office  
**FROM:** Mary Sheffield, President, Detroit City Council  
**DATE:** July 16, 2024  
**RE:** Request Regarding Neighborhood Solar Initiative Questions

I am requesting answers to the following questions regarding Detroit's proposed Neighborhood Solar Initiative:

1. Which, if any, other solar energy designs were considered? How were farms determined to be the best option?
2. What will happen to the solar panels after this project ends? How will they be discarded? What is our plan to offset municipal energy after the project's expiration?
3. Why was public land chosen instead of approaching private commercial vacant landowners?
4. Was vacant land at Coleman Young Airport considered for a solar farm? If not, why? Have any former industrial sites been considered?
5. What data can be provided to show the impact these installations will have on surrounding home values? How have property values been affected in other comparable municipalities with solar fields?
6. What efforts are being made to ensure that we don't lose residents who are being relocated?

7. Given the trends of increased population and homeownership, why does the administration choose to implement solar farms on viable land that could be used for infill housing, as opposed to placing panels on municipal buildings, DPSCD buildings, parking lots or other structures?
8. What research and studies have been completed to justify the placement of the solar farms in these specific areas?
9. The City currently has an open contract to develop a Master Plan, why does this project need to be installed prior to the completion of the Master plan? Does the City anticipate compliance or conformity with the developed Master Plan?
10. The solar installation is proposed to be implemented on 100-200 acres of land, in order to provide a greater energy efficiency in 127 municipal buildings, how much acreage does the city have of vacant industrial land? Were industrial sites considered for implementation?
11. How many residential houses can fit on the 100 acres of land proposed to be used in the first phase of solar farm installation?
12. How many homes were owner-occupied, or rented within the boundaries of the proposed installation? How many residences are choosing to sell their homes to the City, so that the project can be completed?
13. Please provide a rendering of what the proposed sites would be like visually, if implemented.
14. Were windmills considered as a source of clean energy. If so, why were they not chosen?
15. Is there any concern about creating heat islands in the surrounding neighborhoods? What data can be provided on the local climate changes that residents may experience? Please provide any available environmental impact assessment done in preparation for this project.
16. What would be the impact of any potential damage due to weather conditions (hail, tornadoes, etc.)? Do damaged panels create any threat to the safety of residents? Are these panels covered under any warranty? What kind of maintenance plan is to be implemented for the farms?
17. Please share any potential noise pollution that could occur as a result of this installation, even minimal levels.
18. Please outline any proposed Community Solar legislation at the state or federal level, and the impacts they could have on the scope of this project.

19. Please share any other urban areas that have had a solar installation of this size in their neighborhoods.
20. How much do Lightstar and DTE expect to profit annually in return for this major expenditure on their behalf. Please share any possible profit source.
21. What technology exists that would allow the City of Detroit to cut the middle man and directly power our buildings? Was this considered? If so, why was it not decided on?
22. Please provide a cost-benefit analysis for this project. This should include the potential tax revenue loss, the consequences of not meeting or exceeding the target 33MW, and any additional factors related to this project.
23. Have you made contact with all owners of private vacant homes and lots? There has been a history of abandoned homes in Detroit. How many of these privately vacant homes and lots are slated to be condemned without us hearing back from the owner?
24. For all phase one privately owned vacant lots, what are the uses of these lots? Are there any community gardens or other neighborhood projects that will be removed?
25. How can we accurately estimate the value of the credit placed on our energy bills if it hasn't ever been calculated before? How can Council make an informed decision with the total cost being unknown and unestimated?
26. How does the profit DTE is slated to make from the solar renewable electricity compare to the amount that the city will no longer be paying for their electric bills?
27. Is it common practice for municipalities to continue using their existing energy sources and offset them with solar projects? Are there other municipalities that directly use clean energy?

If you have any questions, please contact Yvonne Ragland from my office at [yvonne.ragland@detroitmi.gov](mailto:yvonne.ragland@detroitmi.gov). Thank you, in advance, for your consideration and response.

Cc: Honorable Colleagues  
City Clerk



City of Detroit

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CITY COUNCIL

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**MARY SHEFFIELD**  
CITY COUNCIL PRESIDENT  
DISTRICT 5

## MEMORANDUM

**TO:** Chief James White, Detroit Police Department (DPD)  
**FROM:** Mary Sheffield, President, Detroit City Council  
**DATE:** July 15, 2024  
**RE:** Requests for Detroit Police Department (DPD) in Response to Mass Shooting

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During the recent press conference and community meeting regarding the mass shooting, several community members approached me, stating that they made numerous 911 calls that went unanswered. One community member even said that they were hung up on several times and that they started calling multiple hours before the shooting, warning that violence was imminent. Please submit full transcripts of all 911 calls that were made regarding this event.

Additionally, the Department recently announced the Neighborhood Response Teams, which will consist of 80 officers dedicated to stopping illegal block parties. Please provide details on which types of officers are being added to this team and how this will impact their current assignments. In the same announcement, the Department stated that illegal block parties will now become a Priority 1 call. I would like a list of each priority level and the types of calls assigned to each level. I would also like to know if all city neighborhoods have the same level of priority; if not, please share which neighborhoods/regions are at each priority level.

Finally, I would like to know the Police Department's regular procedure for responding to calls once received. The community has asserted that they do not see regular patrolling in the Mohican neighborhood. What is the patrolling routine for this area? Furthermore, what is the general neighborhood patrolling schedule that the community should expect to see?

If you have any questions about this request, please contact Yvonne Ragland from my office at [yvonne.ragland@detroitmi.gov](mailto:yvonne.ragland@detroitmi.gov).

Cc: Honorable Colleagues  
City Clerk



## CITY OF DETROIT

Choose an item.

Choose an item.

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## 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.

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### SUMMARY:

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### DEPARTMENTAL CONTACT:

**Name:** Click or tap here to enter text.

**Position:** Click or tap here to enter text.



# City of Detroit

## CITY COUNCIL

**JAMES E. TATE JR.**  
CITY COUNCIL PRESIDENT PRO-TEMPORE  
DISTRICT 1

### MEMORANDUM

TO: James E. White, Chief of Police, Detroit Police Department  
THRU: Public Health and Safety Standing Committee  
FROM: Council President Pro Tempore James E. Tate Jr.  
DATE: Thursday, July 11, 2024  
RE: Detroit Police Department's American Rescue Plan Act (ARPA) Funded Programs and Projects  
– Funding Plan

1. Please provide a list of the Detroit Police Department's (DPD) programs and projects fully-funded with ARPA funding.
2. Please provide a list of the Detroit Police Department's (BSEED) programs and projects partially-funded with ARPA funding.
3. Please provide DPD's plan to prioritize and fund which ARPA funded, either fully or partially, will be prioritized after the U.S Treasury Department's 2026 spending deadline.

If there are any questions, please contact my Policy Analyst, Jai Singletary, at [jai.singletary@detroitmi.gov](mailto:jai.singletary@detroitmi.gov).

Thank you,

CC:

Mr. Malik Washington, Mayor's Office  
Ms. Raquel Newell, Mayor's Office



## CITY OF DETROIT

Choose an item.

Choose an item.

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## 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.

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### 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

## CITY COUNCIL

**JAMES E. TATE JR.**  
CITY COUNCIL PRESIDENT PRO-TEMPORE  
DISTRICT 1

### MEMORANDUM

TO: Gary Brown, Director, Detroit Water and Sewerage Department

THRU: Public Health and Safety Standing Committee

FROM: Council President Pro Tempore James E. Tate Jr.

DATE: Thursday, July 11, 2024

RE: Detroit Water and Sewerage Department's American Rescue Plan Act (ARPA) Funded  
Programs and Projects – Funding Plan

- 
1. Please provide a list of the Detroit Water and Sewerage Department's (DWSD) programs and projects fully-funded with ARPA funding.
  2. Please provide a list of the Detroit Water and Sewerage Department's (DWSD) programs and projects partially-funded with ARPA funding.
  3. Please provide DWSD's plan to prioritize and fund which ARPA funded, either fully or partially, will be prioritized after the U.S Treasury Department's 2026 spending deadline.

If there are any questions, please contact my Policy Analyst, Jai Singletary, at [jai.singletary@detroitmi.gov](mailto:jai.singletary@detroitmi.gov).

Thank you,

CC:

Mr. Malik Washington, Mayor's Office  
Ms. Raquel Newell, Mayor's Office