

City of Detroit

CITY COUNCIL



Mary Sheffield
President

James Tate
President Pro Tem

Scott Benson
Fred Durhal, III
Latisha Johnson
Gabriela Santiago-Romero
Mary Waters
Angela Whitfield Calloway
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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

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

COUNCIL MEMBER GABRIELA SANTIAGO-ROMERO, CHAIRPERSON

COUNCIL MEMBER SCOTT BENSON, VICE CHAIRPERSON

COUNCIL MEMBER MARY WATERS

COUNCIL PRESIDENT MARY SHEFFIELD, EX-OFFICIO

Monday, September 23, 2024, 10:00 A.M.

Ms. Uraina Clark

Junior 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 President Mary Sheffield

Submitting memorandum relative to Signage in the Hyde Park and North Park Co-op Neighborhoods. **(BROUGHT BACK AS DIRECTED ON 09/09/24)**

5.2 Status of Council President Pro Tem James Tate

Submitting memorandum relative to Abandoned Trailer in District 1. **(BROUGHT BACK AS DIRECTED ON 09/09/24)**

5.3 Status of Office of Contracting and Procurement

Contract No. 3076463 – 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 15010 Sorrento. – Contractor: DMC Consultants, Inc. – Location: 13500 Foley Street, Detroit, MI 48227 – Contract Period: Notification of Emergency through June 30, 2025 – Total Contract Amount: \$28,860.00. CONSTRUCTION AND DEMOLITION (Contract held by Council Member Gabriela Santiago-Romero during the recess period of August 21, 2024)

5.4 Status of 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. **(BROUGHT BACK AS DIRECTED ON 07/22/24)**

5.5 Status of Council Member Scott Benson

Submitting memorandum relative to Request for data on crime in vacant buildings for calendar years 2022-2023. **(BROUGHT BACK AS DIRECTED ON 07/22/24)**

5.6 Status of Council President Mary Sheffield

Submitting memorandum requesting reports from the Detroit Police Department (DPD) in Response to Mass Shooting. **(BROUGHT BACK AS DIRECTED ON 07/22/24)**

5.7 Status of Council President Pro Tem James Tate

Submitting memorandum relative to Billboard Cannabis Advertising. **(BROUGHT BACK AS DIRECTED ON 07/15/24)**

5.8 Status of Council Member Angela Whitfield-Calloway

Submitting memorandum relative to Resolution in support of EO No. 2024-4. **(BROUGHT BACK AS DIRECTED ON 07/15/24)**

5.9 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)**

5.10 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)**

5.11 Status of Council Member Scott Benson

Submitting memorandum relative to Targeted Enforcement and Legal Action at 15701 Eastburn. **(Persistent blight issues at 15701 Eastburn continue to challenge our community's well-being and safety. Despite prior interventions by BSEED, the recurrence of derelict vehicles and general property neglect remains unabated. This memo calls for heightened enforcement and strategic legal measures to address and prevent further non-compliance by the property owner.) (BROUGHT BACK AS DIRECTED ON 05/13/24)**

5.12 Status of Auditor General

Tow Rate Commission. **(BROUGHT BACK AS DIRECTED ON 9/16/24)**

5.13 Status of Office of Contracting and Procurement

Contract No. 3076383 – 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 4340 Milford. – Contractor: Homrich Wrecking, Inc dba Homrich – Location: 3033 Bourke Street, Detroit, MI 48238 – Contract Period: Notification of Emergency through June 30, 2025 – Total Contract Amount: \$56,000.00. **CONSTRUCTION AND DEMOLITION (BROUGHT BACK AS DIRECTED ON 9/09/24)**

5.14 Status of Office of Contracting and Procurement

Contract No. 3076716 – 100% City Funding – To Provide an Emergency Demolition for the Commercial Property, 7601 Michigan & CO#1 with Basement Backfill. – Contractor: Inner City Contracting, LLC – Location: 18715 Grand River Avenue, Detroit, MI 48223 – Contract Period: Notification of Emergency through June 30, 2025 – Total Contract Amount: \$285,021.42. **CONSTRUCTION AND DEMOLITION (BROUGHT BACK AS DIRECTED ON 9/09/24)**

5.15 Status of Office of Contracting and Procurement

Contract No. 3076544 – 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 4201 17th aka Building102 Rear. – Contractor: Salenbien Trucking and Excavating, Inc. – Location: 985 East Jefferson Avenue, Suite 300, Detroit, MI 48207 – Contract Period: Notification of Emergency through June 30, 2025 – Total Contract Amount: \$20,503.33. **CONSTRUCTION AND DEMOLITION (BROUGHT BACK AS DIRECTED ON 9/09/24)**

5.16 Status of Department of Public Works/City Engineering Division

Petition of Detroit International Bridge Company (**x2024-303**), request for a vacation, with reserve of a utility easement the north-south alley and a portion of Lafayette Blvd. bounded by

the vacated with an easement portion of Howard St., Lafayette Blvd., and Sainte Anne St. **(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.) (BROUGHT BACK AS DIRECTED ON 9/16/24)**

5.17 Status of Department of Public Works/City Engineering Division

Petition of Detroit International Bridge Company (x2024-301), request for the vacation with reserve of a utility easement 15"St. bounded by Lafayette Blvd. and Fort St. **(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.) (BROUGHT BACK AS DIRECTED ON 9/16/24)**

5.18 Status of Department of Public Works/City Engineering Division

Petition of Crown Enterprises LLC (x2024-305), request to dedicate land, from the parcel commonly known as 2300 W. Fort St., for Right-of-Way purposes in the extension of 16h St. **(All other city departments and utilities have reported no objections to the proposed right-of-way dedication.) (BROUGHT BACK AS DIRECTED ON 9/16/24)**

5.19 Status of Department of Public Works/City Engineering Division

Petition of Detroit International Bridge Company (x2024-298), request for encroachment within a part of West Jefferson Avenue, adjacent to the parcel commonly known as 2781 W. Jefferson Ave., adjacent to the parcel commonly known as 2714 W. Jefferson Ave., and within the portion of the east-west public alley bounded by 21" St., Fort St., Sainte Anne St., W. Jefferson Ave., for the installation of a below grade pipe. **(All other involved City Departments, including the Public Lighting Authority and Public Lighting Department; also privately owned utility companies have reported no objections to the encroachment. Provisions protecting all utility installations are part of the attached resolution.) (BROUGHT BACK AS DIRECTED ON 9/16/24)**

5.20 Status of Department of Public Works/City Engineering

Petition of The Detroit International Bridge Company (x2024-302), request for the vacation, with conversion of a utility easement 17"St. bounded by 18" St., Lafayette Blvd., and Fort St. **(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.) (BROUGHT BACK AS DIRECTED ON 9/16/24)

5.21 Status of Department of Public Works/City Engineering Division

Petition of Detroit International Bridge Company (~~x2024-296~~), request for the vacation, with conversion of a utility easement Sainte Anne St. bounded by Lafayette Blvd., and Fort St., and 18" St. (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.) (BROUGHT BACK AS DIRECTED ON 9/16/24)

6. NEW BUSINESS

OFFICE OF CONTRACTING AND PROCURMENT

6.1 Submitting reso. autho.

Contract No. 3076602 - 100% City Funding – To Provide Payment for Fiduciary Services. – Contractor: Black Family Development, Inc. – Location: 2995 E Grand Boulevard, Detroit, MI 48202 – Contract Period: Upon City Council Approval through June 30, 2025 – Total Contract Amount: \$57,586.70. **HEALTH (REFERRED TO THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 09/23/24)**

6.2 Submitting reso. autho.

Contract No. 3077608 - 100% City Funding – To Provide Payment and Release of Further Claims for Services Rendered. – Contractor: CoherentRx, Inc. – Location: 1732 Crooks Road, Troy, MI 48084 – Contract Period: Upon City Council Approval through December 31, 2024 – Total Contract Amount: \$1,330,857.40. **HEALTH (REFERRED TO THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 09/23/24)**

6.3 Submitting reso. autho.

Contract No. 3077599 – 100% City Funding – To Provide an Emergency Demolition for the Commercial Property, 5818 Dubois, Building 102 with Basement Backfill. – Contractor: Adamo Demolition Company – Location: 320 East Seven Mile Road, Detroit, MI 48203 – Contract Period: Notification of Emergency through June 30, 2025 – Total Contract Amount: \$268,839.82. **CONSTRUCTION AND DEMOLITION (REFERRED TO THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 09/23/24)**

6.4 Submitting reso. autho.

Contract No. 3077875 – 100% City Funding – To Provide an Emergency Demolition for the Commercial Property, 5505 E Davison. – Contractor: Inner City Contracting, LLC – Location: 18715 Grand River Avenue, Detroit, MI 48223 – Contract Period: Notification of Emergency through June 30, 2025 – Total Contract Amount: \$196,380.00. **CONSTRUCTION AND DEMOLITION (REFERRED TO THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 09/23/24)**

6.5 Submitting reso. autho.

Contract No. 3077940 – 100% City Funding – To Provide an Emergency Demolition for the Commercial Property, 6600 Mack with Basement Backfill. – Contractor: Inner City Contracting, LLC – Location: 18715 Grand River Avenue, Detroit, MI 48223 – Contract Period: Notification of Emergency through June 30, 2025 – Total Contract Amount: \$187,361.05. **CONSTRUCTION AND DEMOLITION (REFERRED TO THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 09/23/24)**

6.6 Submitting reso. autho.

Contract No. 6006429 - 100% Bond Funding – To Provide a Proposal N Trash Out Release I, Group I20 (24 Properties). – Contractor: Infrastructure Environmental Services, LLC – Location: 48769 Tilford Court, Shelby Township, MI 48315 – Contract Period: Upon City Council Approval for a Period of One (1) Year – Total Contract Amount \$87,987.14. **CONSTRUCTION AND DEMOLITION (REFERRED TO THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 09/23/24)**

6.7 Submitting reso. autho.

Contract No. 6006493 - 100% Grant Funding – To Provide Furnish Bus OEM Parts. – Contractor: Muncie Reclamation & Supply Company dba Muncie Transit Supply – Location: 3720 S. Madison Street, Muncie, IN 47302 – Contract Period: Upon City Council Approval for a Period of Five (5) Years – Total Contract Amount: \$4,052,746.00. **TRANSPORTATION (REFERRED TO THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 09/23/24)**

6.8 Submitting reso. autho.

Contract No. 6006590 - 100% Major Street Funding – To Provide Salt, Rock (Sodium Chloride) Bulk on as Required Basis (MiDeal# MA180000000768). – Contractor: Detroit Salt Company, LLC – Location: 12841 Sanders Street, Detroit, MI 48217 – Contract Period: Upon City Council Approval through August 31, 2025 – Total Contract Amount: \$1,723,974.20. **PUBLIC WORKS (REFERRED TO THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 09/23/24)**

LAW DEPARTMENT

6.9 Submitting report relative to

Placeholder regarding ban on advertising marihuana on billboards. (The Law Department has submitted a privileged and confidential memorandum regarding the above –referenced matter.) (REFERRED TO THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 09/23/24)

DEPARTMENT OF APPEALS AND HEARINGS

6.10 Submitting report relative to

Dangerous Buildings Findings and Orders for August 16, 2024. (The Department of Appeals and Hearings (DAH) has filed the findings and demolition orders of the Hearing Officer for the Dangerous Buildings hearings held on August 16, 2024, in accordance with Section 8-17--24(d) of the 2019 Detroit City Code. These matters are to be scheduled for a show cause hearing before City Council not less than 30 days after the date of hearing. See City Code Section 8-17-25(a).) (REFERRED TO THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 09/23/24)

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

6.11 Submitting reso. autho.

Request to Accept an Increase in Appropriation for the FY 2025 Supplemental Family Violence Prevention & Services Act Grant. (The Michigan Department of Health and Human Services has awarded the City of Detroit Police Department with the FY 2025 Supplemental Family Violence Prevention & Services Act Grant for a total of \$178,310.00. There is no match requirement for this grant. The grant was adopted in the FY 2025 budget in the amount of \$177,934.00. The grant was awarded at a higher amount than was budgeted. We are requesting to increase appropriation 21304, in the amount of \$376.00, to reflect the total project cost of \$178,310.00.) (REFERRED TO THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 09/23/24)

6.12 Submitting reso. autho.

The Detroit Public Safety Foundation request to accept the Department of Neighborhoods (DoN) Media Specialist Grant. (The Knight Foundation has awarded the Detroit Public Safety Foundation (DPSF) with the Department of Neighborhoods (DoN) Media Specialist Grant in the amount of \$75,000.00. There is no match requirement. The total project cost is \$75,000.00.) (REFERRED TO THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 09/23/24)

6.13 Submitting reso. autho.

Request to Accept and Appropriate the FY 2024 Michigan Brownfield Redevelopment Program Grant. (The Michigan Department of Environment, Great Lakes, and Energy (EGLE) has awarded the City of Detroit Buildings, Safety Engineering and Environmental Department

with the FY 2024 Michigan Brownfield Redevelopment Program Grant for a total of \$1,000,000.00. There is no match requirement. The total project cost is \$1,000,000.00.) (REFERRED TO THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 09/23/24)

6.14 Submitting reso. autho.

Authorization to submit a grant application to the U.S. Department of Homeland Security for the FY 2024 Swift Repetitive Loss Grant. **(The Buildings, Safety Engineering and Environmental Department is hereby requesting authorization from Detroit City Council to submit a grant application to the U.S. Department of Homeland Security for the FY 2024 Swift Repetitive Loss Grant. The amount being sought is \$293,040.00.00. There is no City match requirement.) (REFERRED TO THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 09/23/24)**

6.15 Submitting reso. autho.

Authorization to submit a grant application to the U.S. Department of Homeland Security for the FY 2024 Swift Severe Repetitive Loss Grant. **(The Buildings, Safety Engineering and Environmental Department is hereby requesting authorization from Detroit City Council to submit a grant application to the U.S. Department of Homeland Security for the FY 2024 Swift Severe Repetitive Loss Grant. The amount being sought is \$131,040.00. There is no City match requirement. The total project cost is \$131,040.00.) (REFERRED TO THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 09/23/24)**

7. MEMBER REPORTS

8. 1:30 P.M. - DANGEROUS BUILDINGS - RE:

1. 3516 ANDERDON
2. 20130 ANDOVER
3. 8106 BADGER
4. 18951 BELAND
5. 19266 BLOOM
6. 19646 BLOOM
7. 4259 BURNS
8. 13303 E CANFIELD
9. 8246 CARBONDALE
10. 18205 CARDONI

9. 1:30 P.M. - DANGEROUS BUILDINGS - RE:

1. 5755 CHENE
2. 11764 CHERRYLAWN
3. 15776 CHEYENNE
4. 2900 CLAIRMOUNT
5. 12591 CORBETT
6. 10396 CROCUSLAWN
7. 86 EDGEVALE
8. 11705 ELMDALE
9. 9722 EVERTS
10. 19401 FAIRPORT

10. 1:30 P.M. - DANGEROUS BUILDINGS - RE:

1. 1115 FERNHILL
2. 15341 FREELAND
3. 15500 FREELAND
4. 1987 FULLERTON
5. 2017 FULLERTON
6. 7561 GIESE
7. 18664 GLASTONBURY
8. 20084 GOULBURN
9. 1876 E GRAND BLVD
10. 13432 GREINER

11. 1:30 P.M. - DANGEROUS BUILDINGS - RE:

1. 8135 E GRIXDALE
2. 4145 HELEN
3. 8119 E HILDALE
4. 19350 HOOVER
5. 12332 JANE
6. 18619 JOANN
7. 4138 JOSEPH CAMPAU

8. 15834 LAHSER
9. 14635 LAUDER
10. 14544 LITTLEFIELD

12. 1:30 P.M. - DANGEROUS BUILDINGS - RE:

1. 12521 LONGVIEW
2. 82 LONGWOOD
3. 90 W LONGWOOD
4. 161 LONGWOOD
5. 3257 LOTHROP
6. 15028 MANNING
7. 9561 MANOR
8. 60 E MARGARET
9. 14108 MARLOWE
10. 5063 S MARTINDALE

13. 1:30 P.M. - DANGEROUS BUILDINGS - RE:

1. 8031 MELVILLE
2. 7089 MICHIGAN
3. 19741 MITCHELL
4. 18870 MOENART
5. 14895 MONTE VISTA
6. 11714 MONTROSE
7. 1439 E OUTER DRIVE
8. 904 OWEN
9. 5446 PARKER
10. 5745 PHILIP

14. 1:30 P.M. - DANGEROUS BUILDINGS - RE:

1. 14130 PIERSON
2. 8189 PRAIRIE

3. 16885 RIVERVIEW
4. 20537 SANTA CLARA
5. 6003 SEMINOLE
6. 10010 SOMERSET
7. 20004 SOUTHFIELD
8. 6448 SPARTA
9. 15336 STANSBURY
10. 18000 STEEL

15. 1:30 P.M. - DANGEROUS BUILDINGS - RE:

1. 16370 TIREMAN
2. 15748 TRACEY
3. 6411 VAN BUREN
4. 8334 VANDERBILT
5. 2482 WAVERLY
6. 19766 WESTPHALIA
7. 11561 WHITEHILL
8. 13036 WILSHIRE
9. 12321 WOODROW WILSON
10. 7558 WYKES
11. 11672 YOSEMITE



City of Detroit

CITY COUNCIL

MARY SHEFFIELD
COUNCIL PRESIDENT
DISTRICT 5

MEMORANDUM

TO: Ron Brundidge, Director, Department of Public Works

FROM: Council President Mary Sheffield

DATE: July 25, 2024

RE: **Requesting Signage in the Hyde Park and North Park Co-op Neighborhoods**

Our office has recently received requests from residents in the Hyde Park and North Park Co-op neighborhoods regarding signage. Please conduct a traffic assessment for the following areas and provide recommendations for the best next steps:

- Intersection of Hyde Park and Antietam:** There is a steep curve when turning onto Hyde Park from Antietam. We request the installation of either a two-way street sign or a yield sign to slow down traffic approaching the curve.
- Antietam Median:** Vehicles are being parked between the trees on the median of Antietam. We request a "No Parking" sign be placed to prevent this.
- Dues Park:** We request the installation of signs stating, "No Parking on the Grass" and "Park Closes at 10 PM." Additionally, we request the installation of a dog waste bag station in the park.

Should you have any questions, please contact Yvonne Ragland from my office at yvonne.ragland@detroitmi.gov.

cc: Honorable Colleagues
Hon. Janice Winfrey, Detroit City Clerk



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, Detroit Police Department
THRU: Public Health and Safety Standing Committee
FROM: Council President Pro Tempore James E. Tate Jr.
DATE: Tuesday, August 27, 2024
RE: Abandoned Trailer in District 1

Thank you for removing the abandoned trailer with tires on Fullerton Ave. and Mansfield St, Chief White. Please respond to the following questions:

1. What is the City of Detroit's process to addressing abandoned, commercial semitruck trailers with license plates and any articles within the trailer?
2. In this instance, what happened to the semitruck trailer and the tires?
3. Was a "notice to remove" sticker placed on the abandoned trailer? If so, when was it placed?
4. Did the Detroit Police Department (DPD) contact the owner of the trailer? If so, where was the owner's business located?
5. If the trailer was towed by the City of Detroit, is the city responsible for the payment although it was illegal parked?
6. Once emptied, will the trailer be destroyed or auctioned?
7. Please provide data by district on the number of abandoned commercial trucks that have been removed by DPD between 2019-2024.

If there are any questions, please contact my Policy Analyst, Jai Singletary, at jai.singletary@detroitmi.gov.

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

CC: Mr. Malik Washington, Mayor's Office

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

**OFFICE OF CONTRACTING
AND PROCUREMENT**

August 21, 2024

HONORABLE CITY COUNCIL:

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

3076463 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 15010 Sorrento. – Contractor: DMC Consultants, Inc. – Location: 13500 Foley Street, Detroit, MI 48227 – Contract Period: Notification of Emergency through June 30, 2025 – Total Contract Amount: \$28,860.00.
CONSTRUCTION AND DEMOLITION

Respectfully submitted,

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

BY COUNCIL MEMBER SANTIAGO-ROMERO

RESOLVED, that Contract No. 3076463 referred to in the foregoing communication dated August 21, 2024, be hereby and is approved.



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: 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.

Thank you,

CC:

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



CITY OF DETROIT

SCOTT BENSON

COUNCIL MEMBER

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: 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

CITY COUNCIL

MARY SHEFFIELD
CITY COUNCIL PRESIDENT
DISTRICT 5

MEMORANDUM

TO: Chief James White, Detroit Police Department (DPD)
FROM: Mary Sheffield, President, Detroit City Council
DATE: September 9, 2024
RE: Requests for Detroit Police Department (DPD) in Response to Mass Shooting

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.

Cc: Honorable Colleagues
City Clerk



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: David Whitaker, Director, Legislative Policy Division
THRU: Internal Operations Standing Committee
FROM: Council President Pro Tempore James E. Tate Jr.
DATE: Thursday, June 20, 2024
RE: Billboard Cannabis Advertising

Residents across the City of Detroit have been concerned with billboards promoted cannabis using the term “weed.” Please research the following:

1. If applicable, what State of Michigan laws ban the use of the word “weed” on promotional billboards?
2. What is the Cannabis Regulatory Agency’s (CRA) position on the use of the term “weed” on promotional billboards.

Please contact my Policy Analyst, Jai Singletary, at jai.singletary@detroitmi.gov if there are any questions.

Thank you,

CC:

Mr. Malik Washington, Mayor’s Office
Ms. Raquel Newell, Mayor’s Office

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



CITY OF DETROIT

Choose an item.

Choose an item.

MEMORANDUM

To: Click here to enter text.

Through: Click here to enter text.

From: Choose an item.

Date: 9/17/2020

RE: Click here to enter text.

SUMMARY:

Click or tap here to enter text.

DEPARTMENTAL CONTACT:

Name: Click or tap here to enter text.

Position: Click or tap here to enter text.



City of Detroit
Detroit City Council
Council Member Angela Whitfield Calloway
District 2

MEMORANDUM

TO: David Whitaker, Director, Legislative Policy Division

THROUGH: Mary Sheffield, Council President

FROM: Angela Whitfield Calloway, Council Member

A handwritten signature in blue ink, appearing to read "AWC".

DATE: June 26, 2024

RE: Resolution in support of EO No. 2024-4

On June 20, 2024, Governor Gretchen Whitmer passed Executive Order No. 2024-4 which establishes the Gun Violence Prevention Task Force within the Michigan Department of Health and Human Services. The task force will act as an advisory body to the Governor, study and raise awareness of gun violence, and strategize causes, solutions, and actionable strategies to address and prevent gun violence in the state through policy, community, and government intervention.

As Detroit has become a leading example in gun violence reduction across the nation, it is pertinent that we support efforts such as the Gun Violence Prevention Task Force to continue to set a positive example and to support gun violence prevention efforts across the state.

Council Member Angela Whitfield Calloway is requesting that the Legislative Policy Division draft a resolution in support of Executive Order No. 2024-4.



City of Detroit
Detroit City Council
Council Member Angela Whitfield Calloway
District 2

Please contact our office with questions or concerns – Breanna Williams,
Breanna.Williams@detroitmi.gov and Peter Rhoades, Peter.Rhoades@detroitmi.gov

CC: Malik Washington, City Council Liaison



CITY OF DETROIT

SCOTT BENSON

COUNCIL MEMBER

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: 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 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

CC:

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



CITY OF DETROIT

SCOTT BENSON

COUNCIL MEMBER

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: Kerwin Wimberley

Position: Senior Policy Analyst



MEMORANDUM

TO: Conrad Mallett, Chief, Corporation Counsel
David Bell, Director, Buildings, Safety Engineering and
Environmental Department (BSEED)

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. Council President Mary Sheffield

DATE: 22 April 2024

RE: TARGETED ENFORCEMENT AND LEGAL ACTION AT 15701
EASTBURN

Persistent blight issues at 15701 Eastburn continue to challenge our community's well-being and safety. Despite prior interventions by BSEED, the recurrence of derelict vehicles and general property neglect remains unabated. This memo calls for heightened enforcement and strategic legal measures to address and prevent further non-compliance by the property owner.

Action Required:

1. **Review and Intensify Enforcement:** Evaluate previous enforcement efforts for efficacy. Implement stronger and more frequent monitoring to ensure compliance.
2. **Legal Strategy Development:** The Law Department should explore and apply more stringent legal remedies that may include fines, liens, or property forfeiture to compel compliance.
3. **Continuous Monitoring Strategy:** Establish a regular inspection schedule post-enforcement to prevent reoccurrence.
4. **Engage and Update Community Residents:** Actively involve the community by providing updates on enforcement actions and encouraging them to report new violations.

Enclosed are photos from today alongside historical imagery from Google Maps, underscoring the chronic nature of this blight. The ongoing condition of this property not only devalues the neighborhood but also erodes the trust and security of its residents.

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

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

SRB



**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: Hon. Scott Benson, City Council District 3

THRU: Hon. Council President Mary Sheffield

FROM: Arthur Rushin, Chief Enforcement Officer *AR*

DATE: July 15, 2024

RE: Targeted Enforcement and Legal Action at 15701 Eastburn

In reference to the memorandum submitted to Buildings, Safety Engineering and Environmental Department (BSEED) on April 22, 2024, we submit our response below.

Results of review and intensified enforcement

This property owner has received \$7,800.00 in blight tickets within the last three years. The owner has four pending court hearings scheduled at the Department of Appeals and Hearing on Thursday, July 18, 2024. BSEED will continue to write tickets weekly for noncompliance.

Results of legal strategy development

This action is being handled by the Law department

Results of continuous monitoring strategies

BSEED will continue to monitor the location weekly and issue tickets for noncompliance.

Results of engage and update community residents

BSEED will continue to collaborate with the Law Department and DPD.

AR:ke

CC: Honorable City Council
Hon. Gabriela Santiago -Romero, Chair, Public Health and Safety Standing Committee
Hon. Janice Winfrey, City Clerk
David Bell, Director, BSEED
Conrad Mallet, Chief, Corporation Counsel
David Whitaker, Director Legislative Policy Division
Malik Washington, City Council Liaison



MEMORANDUM

TO: Conrad Mallett, Chief, Corporation Counsel
David Bell, Director, Buildings, Safety Engineering and
Environmental Department (BSEED)

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. Council President Mary Sheffield

DATE: 22 April 2024

RE: TARGETED ENFORCEMENT AND LEGAL ACTION AT 15701
EASTBURN

Persistent blight issues at 15701 Eastburn continue to challenge our community's well-being and safety. Despite prior interventions by BSEED, the recurrence of derelict vehicles and general property neglect remains unabated. This memo calls for heightened enforcement and strategic legal measures to address and prevent further non-compliance by the property owner.

Action Required:

1. **Review and Intensify Enforcement:** Evaluate previous enforcement efforts for efficacy. Implement stronger and more frequent monitoring to ensure compliance.
2. **Legal Strategy Development:** The Law Department should explore and apply more stringent legal remedies that may include fines, liens, or property forfeiture to compel compliance.
3. **Continuous Monitoring Strategy:** Establish a regular inspection schedule post-enforcement to prevent reoccurrence.
4. **Engage and Update Community Residents:** Actively involve the community by providing updates on enforcement actions and encouraging them to report new violations.

Enclosed are photos from today alongside historical imagery from Google Maps, underscoring the chronic nature of this blight. The ongoing condition of this property not only devalues the neighborhood but also erodes the trust and security of its residents.

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

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

SRB

Coleman A. Young Municipal Center • 2 Woodward Ave., Suite 1340 • Detroit, Michigan 48226
(313) 224-1198 Fax (313) 224-1684
bensons@detroitmi.gov

Public Health and Safety Standing Committee

Monday, September 16, 2024

DISCUSSION: 10:25 A.M.

RE: *Tow Rate Commission (Auditor General Laura Goodspeed and Deputy Auditor General Mark Lockridge)*

Attending: (Law Department, Auditor General)

**OFFICE OF CONTRACTING
AND PROCUREMENT**

August 14, 2024

HONORABLE CITY COUNCIL:

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

3076383 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 4340 Milford. – Contractor: Homrich Wrecking, Inc dba Homrich – Location: 3033 Bourke Street, Detroit, MI 48238 – Contract Period: Notification of Emergency through June 30, 2025 – Total Contract Amount: \$56,000.00. **CONSTRUCTION AND DEMOLITION**

Respectfully submitted,

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

BY COUNCIL MEMBER SANTIAGO-ROMERO

RESOLVED, that Contract No. 3076383 referred to in the foregoing communication dated August 14, 2024, be hereby and is approved.

**OFFICE OF CONTRACTING
AND PROCUREMENT**

August 14, 2024

HONORABLE CITY COUNCIL:

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

3076716 100% City Funding – To Provide an Emergency Demolition for the Commercial Property, 7601 Michigan & CO#1 with Basement Backfill. – Contractor: Inner City Contracting, LLC – Location: 18715 Grand River Avenue, Detroit, MI 48223 – Contract Period: Notification of Emergency through June 30, 2025 – Total Contract Amount: \$285,021.42. **CONSTRUCTION AND DEMOLITION**

Respectfully submitted,

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

BY COUNCIL MEMBER SANTIAGO-ROMERO

RESOLVED, that Contract No. 3076716 referred to in the foregoing communication dated August 14, 2024, be hereby and is approved.

**OFFICE OF CONTRACTING
AND PROCUREMENT**

August 7, 2024

HONORABLE CITY COUNCIL:

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

**Contract No. 3076544- 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 4201 17th aka Building102 Rear. – Contractor: Salenbien Trucking and Excavating, Inc. – Location: 985 East Jefferson Avenue, Suite 300, Detroit, MI 48207 – Contract Period: Notification of Emergency through June 30, 2025 – Total Contract Amount: \$20,503.33.
CONSTRUCTION AND DEMOLITION**

Respectfully submitted,

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

BY COUNCIL MEMBER SANTIAGO-ROMERO

RESOLVED, that Contract No 3076544 referred to in the foregoing communication dated August 7, 2024, be hereby and is approved.



DEPARTMENTAL SUBMISSION

DEPARTMENT: Public Works - City Engineering
FILE NUMBER: Public Works - City Engineering-0423

*** RE:**

Submitting reso. autho. Petition No. x2024-303 – Detroit International Bridge Company request for a vacation, with reserve of a utility easement the north-south alley and a portion of Lafayette Blvd. bounded by the vacated with an easement portion of Howa

*** SUMMARY:**

This petition comes as part of a right of the executed Community Agreement between DIBC, HRRRA, and the City of Detroit.

*** RECOMMENDATION:**

Approve

*** DEPARTMENTAL CONTACT:**

Name: Raven Wright
Position: Supervisor of Maps & Records

***=REQUIRED**



CITY OF DETROIT
DEPARTMENT OF PUBLIC WORKS
CITY ENGINEERING DIVISION
August 29, 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. x2024-303 – Detroit International Bridge Company request for a vacation, with reserve of a utility easement the north-south alley and a portion of Lafayette Blvd. bounded by the vacated with an easement portion of Howard St., Lafayette Blvd., and Sainte Anne St.

Petition No. x2024-303 – Detroit International Bridge Company request for a vacation, with reserve of a utility easement the north-south alley 20 ft. wide, and a portion of Lafayette Blvd. 35 ft. wide bounded by the vacated with an easement portion of Howard St., 50 ft. wide, Lafayette Blvd., 70 ft. wide, Sainte Anne St., 60 ft. wide.

This petition comes as part of a right of the executed Community Agreement between DIBC, HRRA, and the City of Detroit.

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, north-south alley 20 ft. wide and a portion of Lafayette Blvd. 35 ft. wide bounded by the vacated with an easement portion of Howard St., 50 ft. wide, Lafayette Blvd., 70 ft. wide, and Sainte Anne St., 60 ft. wide. further described as land in the City of Detroit, Wayne County, Michigan being:

1. North-south alley 20 ft. wide bounded by the vacated with an easement portion of Howard St., 50 ft. wide, Lafayette Blvd., 70 ft. wide, Sainte Anne St., 60 ft. Lying easterly of and adjacent to lots 21 through 28 and lying westerly of and adjacent to lots 13 through 20 of "Whitewood and Cargills' Subdivision" as recorded in Liber 56, Page 269 of Plats, Wayne County Records.
2. Portion of Lafayette Blvd. 35 ft. wide lying southerly of and adjacent to lot 13 and lying northerly of lot 11 of "Whitewood and Cargills' Subdivision" as recorded in Liber 56, Page 269 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 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 whereas the vacated right-of-way described in this resolution is platted within the “Governor and Judges Plat”, the City of Detroit Planning and Development Department is hereby authorized to deed the vacated portion of the described right of way to the General Services Department: Parks and Recreation, or their assigns, and further

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

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

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

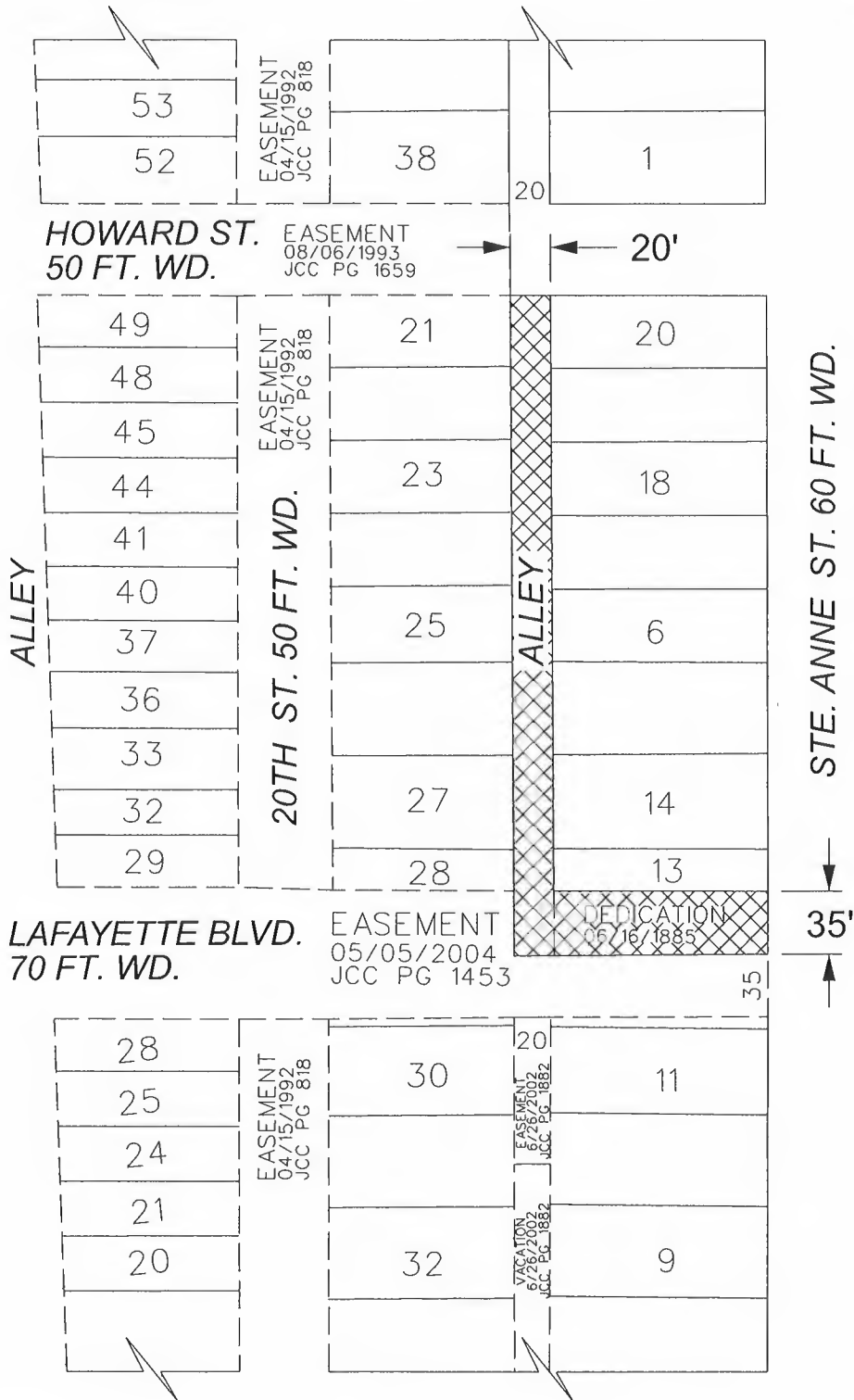
PROVIDED, that the Detroit Water and Sewerage Department retains the right to install suitable permanent main location guide post over its water mains at reasonable intervals and at points deflection; and be it further

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

PROVIDED, that if any time in the future, the owners of any lots abutting on said vacated 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.



- VACATION W/ UTILITY EASEMENT

(FOR OFFICE USE ONLY)

CARTO 18 B & 18 E

B					
A					
DESCRIPTION	DRWN	CHKD	APPD	DATE	
REVISIONS					
DRAWN BY	TS	CHECKED	LC		
DATE	03-07-2024	APPROVED	JD		

REQUEST FOR VACATION WITH UTILITY EASEMENT FOR THE REMAINING SECTION OF LAFAYETTE AVE. 70 FT. WD. WEST OF SAINT ANNE ST. & THE PUBLIC ALLEY 20 FT WD. BETWEEN HOWARD ST & LAFAYETTE BLVD

CITY OF DETROIT
CITY ENGINEERING DIVISION
SURVEY BUREAU

JOB NO. 24-32

DRWG. NO.



DEPARTMENTAL SUBMISSION

DEPARTMENT: Public Works - City Engineering

FILE NUMBER: Public Works - City Engineering-0422

*** RE:**

Submitting reso. autho. Petition No. x2024-301 – Detroit International Bridge Company request for the vacation with reserve of a utility easement 15th St. bounded by Lafayette Blvd. and Fort St.

*** SUMMARY:**

This petition comes as part of a right of the executed Community Agreement between DIBC, HRRA, and the City of Detroit.

*** RECOMMENDATION:**

Approve

*** DEPARTMENTAL CONTACT:**

Name: Raven Wright

Position: Supervisor of Maps & Records

***=REQUIRED**



CITY OF DETROIT
DEPARTMENT OF PUBLIC WORKS
CITY ENGINEERING DIVISION

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

August 29, 2024

Honorable City Council:

RE: Petition No. x2024-301 – Detroit International Bridge Company request for the vacation with reserve of a utility easement 15th St. bounded by Lafayette Blvd. and Fort St.

Petition No. x2024-301 – Detroit International Bridge Company request for a vacation, with reserve of a utility easement part of 15th St. 60 ft. wide bounded by Lafayette Blvd. (width varies) and Fort St., 100 ft. wide.

This petition comes as part of a right of the executed Community Agreement between DIBC, HRRRA, and the City of Detroit.

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

RESOLVED, 15th St. 60 ft. wide bounded by Lafayette Blvd. (width varies) and Fort St. 100 ft. wide further described as land in the City of Detroit, Wayne County, Michigan being:

15th St., 60 ft. wide bounded by Lafayette Blvd. (width varies) and Fort St., 100 ft wide. Lying easterly of and adjacent to lot 1 and lots 4-9 of Blk 10 and lying westerly of and adjacent to Blk 9 of "Lafontaine Farm Subdivision" as recorded in Liber 59, Page 154 and 155 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 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 whereas the vacated right-of-way described in this resolution is platted within the "Governor and Judges Plat", the City of Detroit Planning and Development Department is hereby authorized to deed the vacated portion of the described right of way to the General Services Department: Parks and Recreation, or their assigns, and further

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

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

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

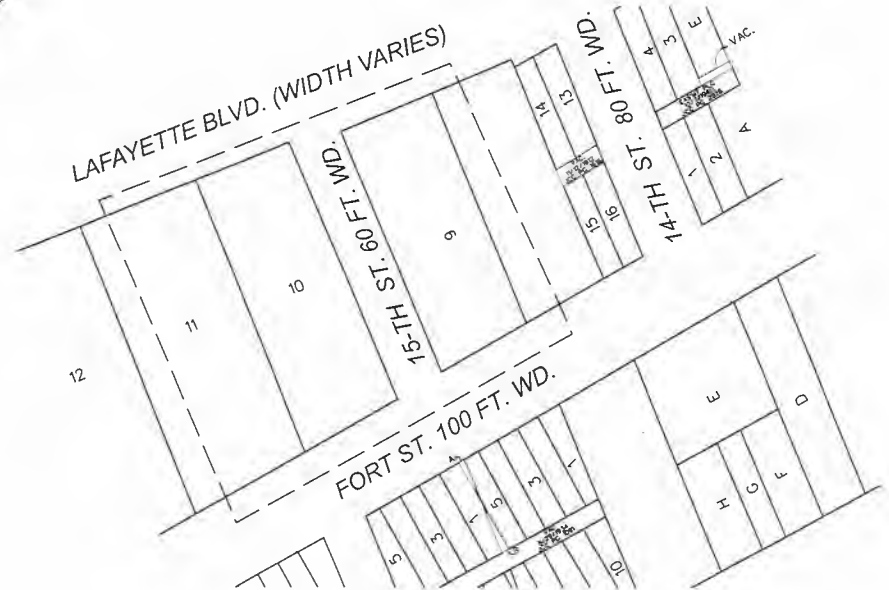
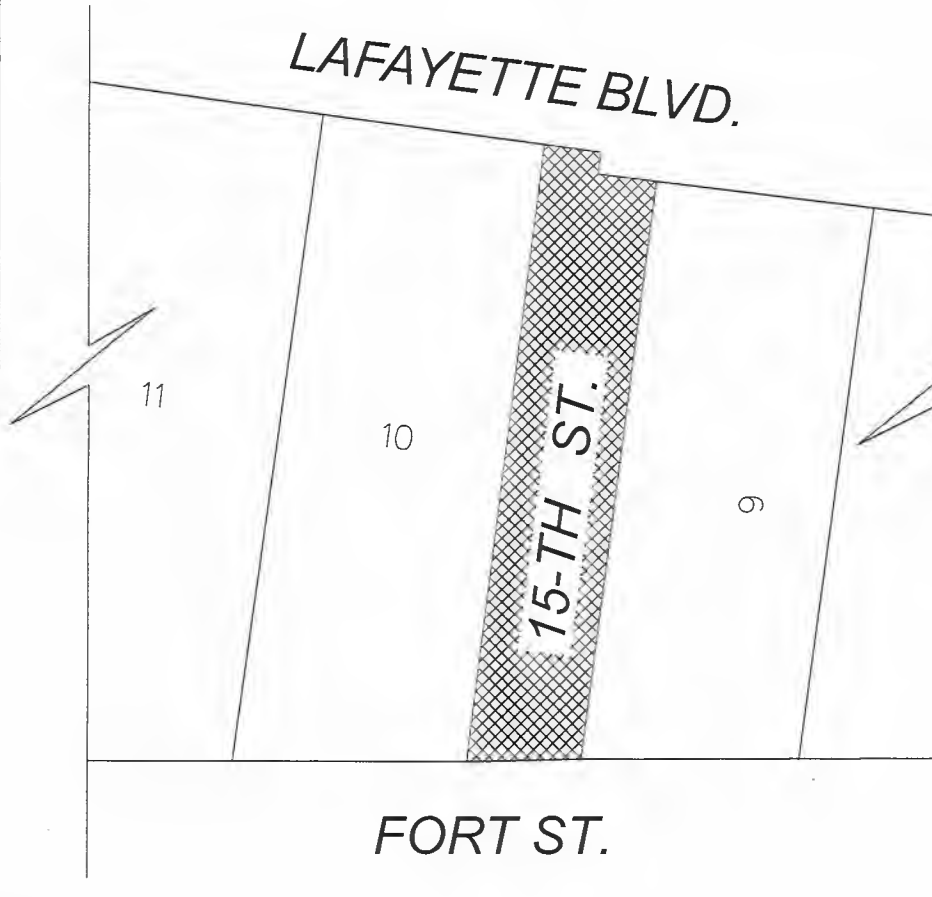
PROVIDED, that the Detroit Water and Sewerage Department retains the right to install suitable permanent main location guide post over its water mains at reasonable intervals and at points deflection; and be it further

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

PROVIDED, that if any time in the future, the owners of any lots abutting on said vacated 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.



- REQUEST VACATION WITH EASEMENT

(FOR OFFICE USE ONLY)

CARTO 18 E & F

B					
A					
DESCRIPTION	DRWN	CHKD	APPD	DATE	
REVISIONS					
DRAWN BY	AP	CHECKED	LC		
DATE	03-01-2024	APPROVED	JD		

REQUEST VACATION WITH EASEMENT
OF 15TH ST. 60 FT. WD.
BOUNDED BY LAFAYETTE BLVD. AND FORT ST.

CITY OF DETROIT
CITY ENGINEERING DIVISION
SURVEY BUREAU

JOB NO. 24-30

DRWG. NO.



DEPARTMENTAL SUBMISSION

DEPARTMENT: Public Works - City Engineering
FILE NUMBER: Public Works - City Engineering-0433

*** RE:**

Submitting reso. autho. Petition Number x2024-305 – Crown Enterprises LLC, request to dedicate land, from the parcel commonly known as 2300 W. Fort St., for Right-of-Way purposes in the extension of 16th St.

*** SUMMARY:**

This petition comes as part of a right of the Community Agreement the City of Detroit and Crown Enterprises LLC.

*** RECOMMENDATION:**

Approve

*** DEPARTMENTAL CONTACT:**

Name: Raven Wright
Position: Supervisor of Maps & Records

***=REQUIRED**



**DEPARTMENT OF PUBLIC
WORKS**

Coleman A. Young Municipal Center
2 Woodward, Suite 601
Detroit, Michigan 48226

Phone 313•224•3949 TTY: 711
Fax 313•224•3471
www.detroitmi.gov

August 29, 2024

Honorable City Council:

RE: Petition Number x2024-305 – Crown Enterprises LLC, request to dedicate land, from the parcel commonly known as 2300 W. Fort St., for Right-of-Way purposes in the extension of 16th St.

Petition Number x2024-305 – Crown Enterprises LLC, request to dedicate land, from the parcel commonly known as 2300 W. Fort St., for Right-of-Way purposes in the extension of 16th St., currently 60 ft. wide.

This petition comes as part of a right of the Community Agreement the City of Detroit and Crown Enterprises LLC.

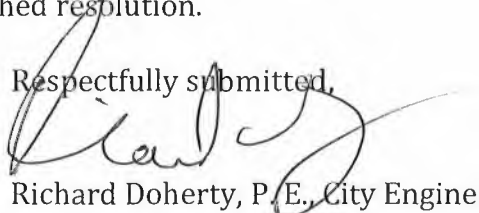
The petition was referred to the City Engineering Division – DPW for investigation (utility clearance) and report. This is our report.

The purpose of this request is to correct alignment of the City right of way along the north side of W Lafayette and the Dequindre Cut Greenway by dedicating surplus land to right of way.

All other city departments and utilities have reported no objections to the proposed right-of-way dedication.

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, that that your Honorable Body authorize the acceptance of the following described properties owned by Crown Enterprises LLC for public street purposes:

From the property commonly known as 2300 W. Fort St.:

The east 30 ft. of block 12 and the west 30 feet of block 12 lying between the south line of Lafayette Boulevard (70 feet wide) and the northerly line of fort street (100 feet wide) of “plat of the front subdivision of the Lafontaine Farm, (private claim no. 44) between the Detroit River and Chicago Road”, City of Detroit, Wayne County Records being more particularly described as follows: beginning at a point north 67 degrees 04 minutes 23 seconds east, 30.00 feet from the northwest corner of said block 11; thence south 22 degrees 53 minutes 49 seconds east being 30 feet east of and parallel to the west line of said block 11, 356, 34 feet to a point on the north right of way line of fort street (M-3) (100’ wide); thence south 59 degrees 52 minutes 49 seconds west along said north line of fort street, 60.48 feet; thence north 22 degrees 53 minutes 49 seconds west being 30 feet west of and parallel to the east line of said block 12, 363.91 feet to the south right of way line of Lafayette Boulevard (70 feet wide); thence north 67 degrees 04 minutes 23 seconds east along said south line of Lafayette Boulevard, 60.00 feet to the point of beginning.

Containing 21,607.68 square feet or 0.50 acres of land

PROVIDED, that the entire work in constructing the new streets is to be performed in accordance with plans and specifications approved by City Engineering Division – DPW (CED) and constructed under the inspection and approval of CED; and further

PROVIDED, That the petitioner obtain Traffic Engineering Division, signature of approval on the final design and plans for the construction of the streets; and be it further

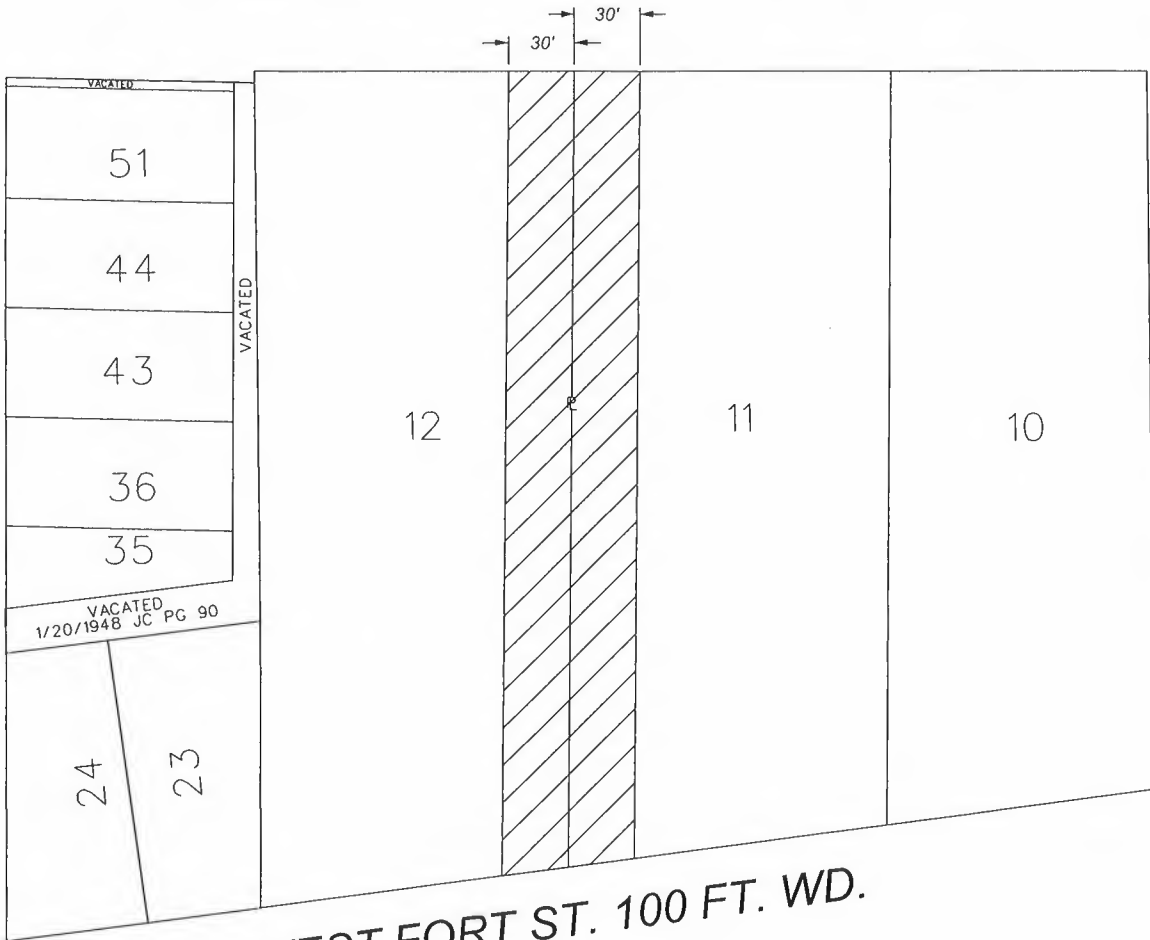
PROVIDED, That the City Clerk shall within 30 days record a certified copy of this resolution with the Way



WEST LAFAYETTE BLVD. 70 FT. WD.

17TH 60 FT. WD.

EASEMENT 12/12/1979 JCC PG 3475



15TH ST. 60 FT. WD.



- REQUEST STREET DEDICATION

(FOR OFFICE USE ONLY)

CARTO 18 E

B					
A					
	DESCRIPTION	DRWN	CHKD	APPD	DATE
	REVISIONS				
	DRAWN BY	LC	CHECKED	AP	
	DATE	06-17-2024	APPROVED	RW	

REQUEST EXTENSION OF
16TH ST. BETWEEN
W. LAFAYETTE BLVD. AND W. FORT ST.

CITY OF DETROIT CITY ENGINEERING DIVISION SURVEY BUREAU	
JOB NO.	24-85
DRWG. NO.	



DEPARTMENTAL SUBMISSION

DEPARTMENT: Public Works - City Engineering
FILE NUMBER: Public Works - City Engineering-0432

*** RE:**

Submitting reso. autho. Petition No. x2024-298 – , Detroit International Bridge Company request for encroachment within a part of West Jefferson Avenue, adjacent to the parcel commonly known as 2781 W. Jefferson Ave., adjacent to the parcel commonly known as 2714 W. Jefferson Ave., and within the portion of the east-west public alley bounded by 21st St., Fort St., Sainte Anne St., W. Jefferson Ave., for the installation of a below grade pipe .

*** SUMMARY:**

This petition comes as part to install underground piping for the development of Detroit Internation Bridge Company's surrounding properties.

*** RECOMMENDATION:**

Approve

*** DEPARTMENTAL CONTACT:**

Name: Raven Wright
Position: Supervisor of Maps & Records

***=REQUIRED**



CITY OF DETROIT
 DEPARTMENT OF PUBLIC WORKS
 CITY ENGINEERING DIVISION

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

August 29, 2024

Honorable City Council:

RE: Petition No. x2024-298 – , Detroit International Bridge Company request for encroachment within a part of West Jefferson Avenue, adjacent to the parcel commonly known as 2781 W. Jefferson Ave., adjacent to the parcel commonly known as 2714 W. Jefferson Ave., and within the portion of the east-west public alley bounded by 21st St., Fort St., Sainte Anne St., W. Jefferson Ave., for the installation of a below grade pipe .

Petition No. x2024-298 – The Detroit International Bridge Company, request for encroachment within West Jefferson Avenue, adjacent to the parcel commonly known as 2781 W. Jefferson Ave., adjacent to the parcel commonly known as 2714 W. Jefferson Ave., and within a portion of the east-west public alley 20.48 ft. wide bounded by 21st St., 60 ft. wide, Fort St., 100 ft. wide, Sainte Anne St., 50 ft. wide, and W. Jefferson Ave., (varied width) wide for the installation of a below grade pipe.

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

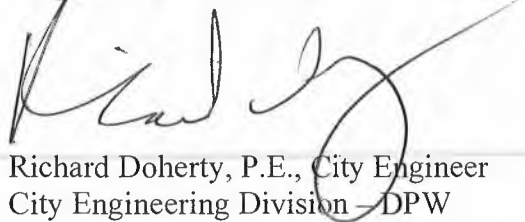
The request was approved by the Solid Waste Division – DPW, and City Engineering Division – DPW. Traffic Engineering Division

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

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

I am recommending adoption of the attached resolution.

Respectfully submitted,



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

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

COUNCIL MEMBER _____

RESOLVED, that the Department of Public Works, City Engineering Division is hereby authorized and directed to issue permits to Detroit International Bridge Company or their assigns to install and maintain a below grade pipe within a part of W. Jefferson Ave. and a portion of the east-west public alley, further described as: Land in the City of Detroit, Wayne County, Michigan;

Below grade pipe, within W. Jefferson Ave., 60 ft. wide and a portion of the east-west public alley 20.48 ft. wide running northerly of and adjacent to lots 17 and 18, lying southerly of and adjacent to lot 9, continuing running northerly of and through lot 9, and lying southerly of and adjacent to lot 1 of "Scovel and Whipples' Subdivision" as recorded in Liber 49, Page 2 and "Lorangers Subdivision" as recorded in Liber 1, Page 127 of Plats, Wayne County Records.

Said below grade pipe shall be 72" R.C.P., running the full width of W. Jefferson Ave., 60 ft. wide, (1) 8 in. of Ductile Iron Pipe, (8) 4 in. PVC pipes at a depth of 17'. Said below grade pipe shall be 72" R.C.P., running the full width of the east-west public alley 20.48', (1) 8 in. Ductile Iron Pipe, (8) 4 in. PVC pipes at a depth of 19'.

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

PROVIDED, that access is maintained to all fire department connections, and be it further

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

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

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

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

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

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

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

PROVIDED, that all cost for the construction, maintenance, permits and use of the encroachments shall be borne by The Detroit International Bridge Company or their assigns, and further

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

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

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

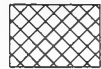
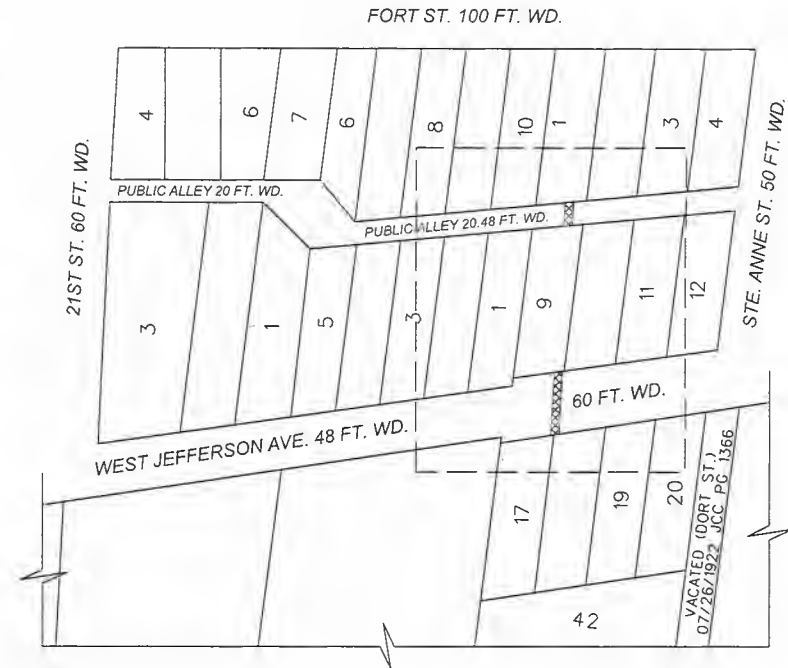
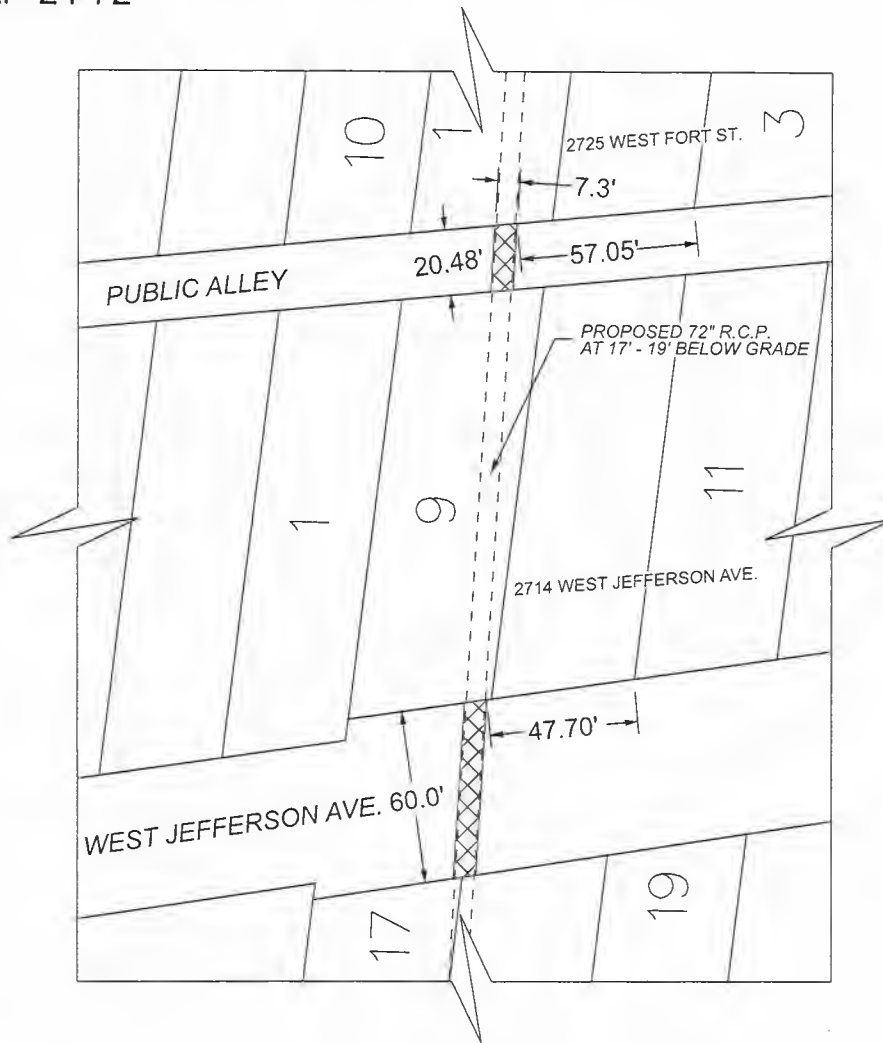
PROVIDED, that construction of the encroachments shall constitute acceptance of the terms and conditions as set forth in this resolution; and be it further

PROVIDED, this resolution is revocable at the will, whim or caprice of the City Council, and Detroit International Bridge Company acquires no implied or other privileges hereunder not expressly stated herein; and further

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

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

MAP-24-72



- REQUEST FOR BELOW GRADE ENCROACHMENTS (FOR OFFICE USE ONLY)

CARTO 18 E

B					
A					
	DESCRIPTION	DRWN	CHKD	APPD	DATE
	REVISIONS				
	DRAWN BY	TS	CHECKED	LC	
	DATE	05-15-2024	APPROVED	RW	

REQUEST ENCROACHMENTS INTO
THE PUBLIC ALLEY
AT 2725 WEST FORT ST. AND INTO
WEST JEFFERSON AVE.
AT 2714 WEST JEFFERSON AVE.

CITY OF DETROIT CITY ENGINEERING DIVISION SURVEY BUREAU	
JOB NO.	24-72
DRWG. NO.	



DEPARTMENTAL SUBMISSION

DEPARTMENT: Public Works - City Engineering
FILE NUMBER: Public Works - City Engineering-0434

*** RE:**

Submitting reso. autho. Petition No. x2024-302 – The Detroit International Bridge Company request for the vacation, with conversion of a utility easement 17thSt. bounded by 18th St., Lafayette Blvd., and Fort St.

*** SUMMARY:**

This petition comes as part of a right of the executed Community Agreement between DIBC, HRRA, and the City of Detroit.

*** RECOMMENDATION:**

Approve

*** DEPARTMENTAL CONTACT:**

Name: Raven Wright
Position: Supervisor of Maps & Records

***=REQUIRED**



CITY OF DETROIT
DEPARTMENT OF PUBLIC WORKS
CITY ENGINEERING DIVISION
August 29, 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. x2024-302 – The Detroit International Bridge Company request for the vacation, with conversion of a utility easement 17th St. bounded by 18th St., Lafayette Blvd., and Fort St.

Petition No. x2024-302 – The Detroit International Bridge Company request for the vacation, with conversion of a utility easement 17th St. 60 ft. wide bounded by Lafayette Blvd. 70 ft. wide, 18th St. 60 ft. wide, and Fort St. 100 ft. wide.

This petition comes as part of a right of the executed Community Agreement between DIBC, HRRRA, and the City of Detroit.

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, 17th St. 60 ft. wide bounded by Lafayette Blvd., 70 ft. wide. 18th St. 60 ft. wide, and Fort St. 100 ft. wide further described as land in the City of Detroit, Wayne County, Michigan being:

17th St., 60 ft. wide bounded by Lafayette Blvd., 70 ft. wide, 18th St., 60 ft. wide, and Fort St., 100 ft wide. Lying easterly of and adjacent to lot 50, lying easterly of and adjacent to 22 ft. of lot 45, lying westerly of and adjacent to lot 51, and lying westerly of and adjacent to 16.2 ft. of lot 44 of "Lafontaine Farm Subdivision" as recorded in Liber 59, Pages 154 and 155 and "Stanton Farm" as recorded in Liber 47 Pages 558 and 559 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 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 whereas the vacated right-of-way described in this resolution is platted within the "Governor and Judges Plat", the City of Detroit Planning and Development Department is hereby authorized to deed the vacated portion of the described right of way to the General Services Department: Parks and Recreation, or their assigns, and further

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

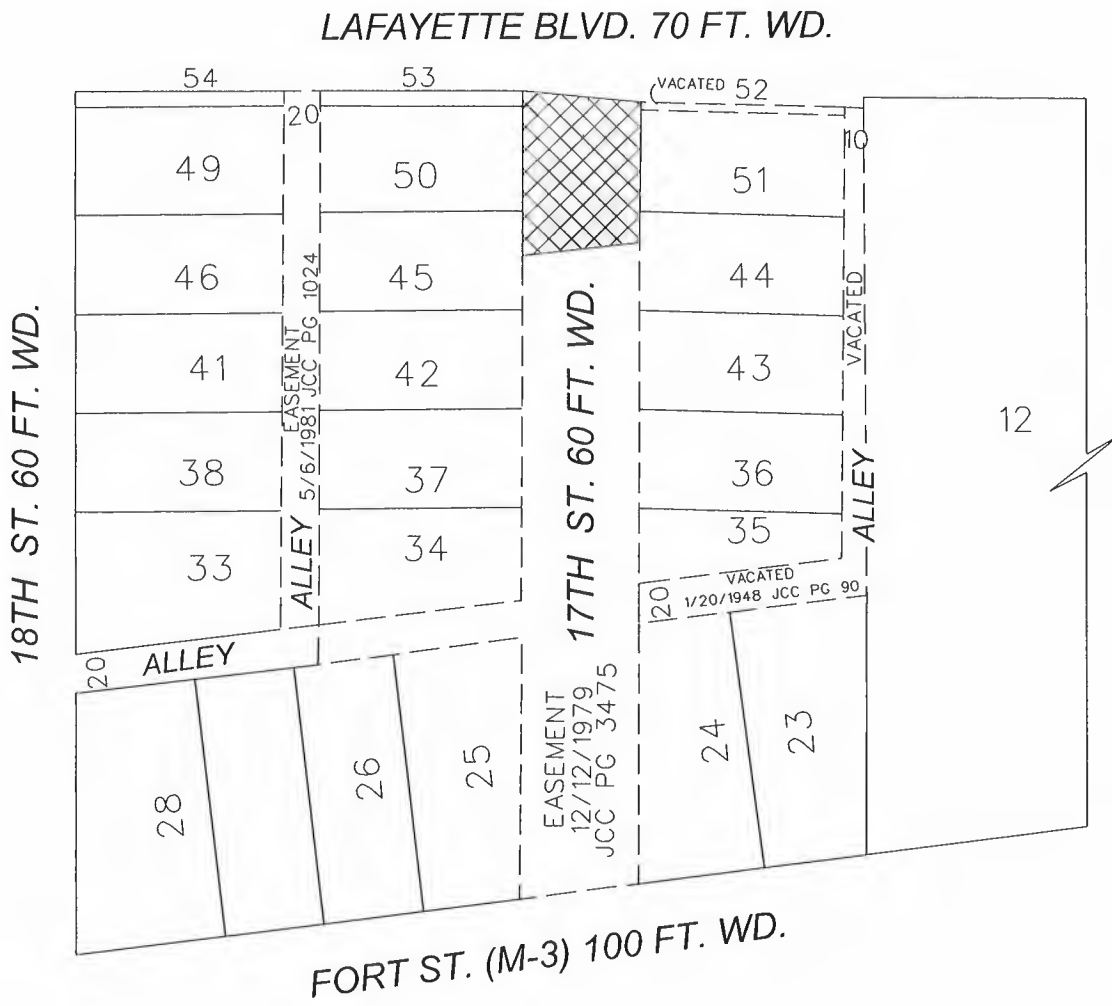
PROVIDED, that the Detroit Water and Sewerage Department retains the right to install suitable permanent main location guide post over its water mains at reasonable intervals and at points deflection; and be it further

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.



 - VACATION W/ UTILITY EASEMENT

(FOR OFFICE USE ONLY)

CARTO 18 B & 18 E

B					
A					
DESCRIPTION	DRWN	CHKD	APPD	DATE	
REVISIONS					
DRAWN BY	TS	CHECKED	LC		
DATE	03-07-2024	APPROVED	JD		

REQUEST FOR VACATION WITH UTILITY EASEMENT FOR THE REMAINING SECTION OF SEVENTEENTH ST. 60 FT. WD. BETWEEN LAFAYETTE BLVD & FORT ST.

CITY OF DETROIT	
CITY ENGINEERING DIVISION	
SURVEY BUREAU	
JOB NO.	24-31
DRWG. NO.	



DEPARTMENTAL SUBMISSION

DEPARTMENT: Public Works - City Engineering

FILE NUMBER: Public Works - City Engineering-0424

*** RE:**

Submitting reso. auth. Petition No. x2024-296 – Detroit International Bridge Company request for the vacation, with conversion of a utility easement Sainte Anne St. bounded by Lafayette Blvd., and Fort St., and 18th St.

*** SUMMARY:**

This petition comes as part of a right of the executed Community Agreement between DIBC, HRRA, and the City of Detroit

*** RECOMMENDATION:**

Approve

*** DEPARTMENTAL CONTACT:**

Name: Raven Wright

Position: Supervisor of Maps & Records

***=REQUIRED**



**DEPARTMENT OF PUBLIC
WORKS**

Coleman A. Young Municipal Center
2 Woodward, Suite 601
Detroit, Michigan 48226

Phone 313•224•3949 TTY: 711
Fax 313•224•3471
www.detroitmi.gov

August 29, 2024

Honorable City Council:

RE: Petition No. x2024-296 – Detroit International Bridge Company request for the vacation, with conversion of a utility easement Sainte Anne St. bounded by Lafayette Blvd., and Fort St., and 18th St.

Petition No. x2024-296 – Detroit International Bridge Company request for a vacation, with conversion reserve of a utility easement Sainte Anne St. 60 ft. wide bounded by Lafayette Blvd., 70 ft. wide, Fort St., 100 ft. wide., and 18th St. 60 ft. wide.

This petition comes as part of a right of the executed Community Agreement between DIBC, HRRA, and the City of Detroit.

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

RESOLVED, Sainte Anne St. 60 ft. wide bounded by Lafayette Blvd., 70 ft. wide, Fort St. 100 ft. wide, and 18th St. 60 ft. wide further described as land in the City of Detroit, Wayne County, Michigan being:

Sainte Anne St., 60 ft. wide bounded by Lafayette Blvd., 70 ft. wide, Fort St., 100 ft wide, and 18th St. 60 ft. wide. Lying easterly of and adjacent to lots 5 through 11, lying easterly of and adjacent to lot 4, lying westerly of and adjacent to the parcel commonly known as 2640 W. Fort St., and lying westerly of and adjacent to the parcels commonly known as 2660 W. Fort St. and 2640 W. Fort St. of “Whitewood and Cargills’ Subdivision” as recorded in Liber 56, Page 269 and “Stanton Farm Subdivision” as recorded in Liber 47 Pages 558 and 559 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 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 whereas the vacated right-of-way described in this resolution is platted within the "Governor and Judges Plat", the City of Detroit Planning and Development Department is hereby authorized to deed the vacated portion of the described right of way to the General Services Department: Parks and Recreation, or their assigns, and further

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

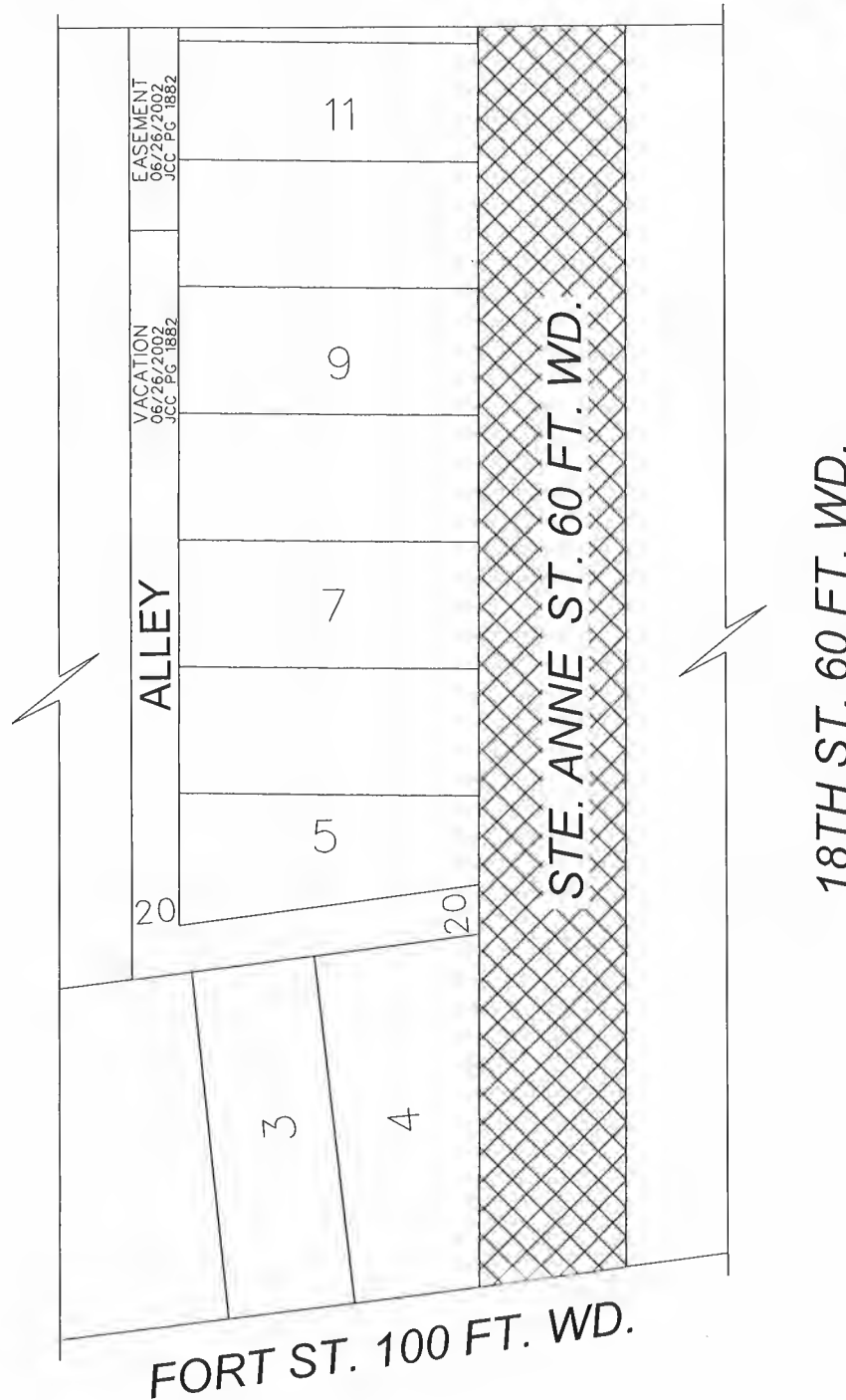
shall be liable for the costs incident to the repair of such broken or damaged sewers and water mains, and shall also be liable for all claims for damages resulting from his action and be it further

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-24-34

LAFAYETTE BLVD. 70 FT. WD.



- VACATION WITH UTILITY EASEMENT

(FOR OFFICE USE ONLY)

CARTO 18 E

B					
A					
DESCRIPTION		DRWN	CHKD	APPD	DATE
REVISIONS					
DRAWN BY LC		CHECKED AP			
DATE 03-15-2024		APPROVED JD			

REQUEST FOR VACATION
WITH UTILITY EASEMENT FOR
STE. ANNE ST. BETWEEN
LAFAYETTE BLVD. & FORT ST.

CITY OF DETROIT
CITY ENGINEERING DIVISION
SURVEY BUREAU

JOB NO. 24-34

DRWG. NO.



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO-Office of Contracting & Procurement
FILE NUMBER: OCFO-Office of Contracting &
Procurement-3601

RE:

Submitting reso. autho. Contract No. 3076602

SUMMARY:

100% City Funding – To Provide Payment for Fiduciary Services. – Contractor: Black Family Development, Inc. – Location: 2995 E Grand Boulevard, Detroit, MI 48202 – Contract Period: Upon City Council Approval through June 30, 2025 – Total Contract Amount: \$57,586.70. **Health Waiver of Reconsideration Requested**

RECOMMENDATION:

100% City Funding – To Provide Payment for Fiduciary Services. – Contractor: Black Family Development, Inc. – Location: 2995 E Grand Boulevard, Detroit, MI 48202 – Contract Period: Upon City Council Approval through June 30, 2025 – Total Contract Amount: \$57,586.70. **Health Waiver of Reconsideration Requested**

BY Choose an item.

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

RESOLVED: that **Contract No. 3076602** referred to in the foregoing communication dated September 11, 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-3611

RE:

Submitting reso. autho. Contract No. 3077608

SUMMARY:

100% City Funding – To Provide Payment and Release of Further Claims for Services Rendered.
– Contractor: CoherentRx, Inc. – Location: 1732 Crooks Road, Troy, MI 48084 – Contract
Period: Upon City Council Approval through December 31, 2024 – Total Contract Amount:
\$1,330,857.40. **Health**
Waiver of Reconsideration Requested

RECOMMENDATION:

100% City Funding – To Provide Payment and Release of Further Claims for Services Rendered.
– Contractor: CoherentRx, Inc. – Location: 1732 Crooks Road, Troy, MI 48084 – Contract
Period: Upon City Council Approval through December 31, 2024 – Total Contract Amount:
\$1,330,857.40. **Health**
Waiver of Reconsideration Requested

BY Choose an item.

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

RESOLVED: that **Contract No. 3077608** referred to in the foregoing communication dated
September 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-3606

RE:

Submitting reso. autho. Contract No. 3077599

SUMMARY:

Notification to Council – 100% City Funding – To Provide an Emergency Demolition for the Commercial Property, 5818 Dubois, Building 102 with Basement Backfill. – Contractor: Adamo Demolition Company – Location: 320 East Seven Mile Road, Detroit, MI 48203 – Contract Period: Notification of Emergency through June 30, 2025 – Total Contract Amount: \$268,839.82. **Construction and Demolition**

RECOMMENDATION:

Notification to Council – 100% City Funding – To Provide an Emergency Demolition for the Commercial Property, 5818 Dubois, Building 102 with Basement Backfill. – Contractor: Adamo Demolition Company – Location: 320 East Seven Mile Road, Detroit, MI 48203 – Contract Period: Notification of Emergency through June 30, 2025 – Total Contract Amount: \$268,839.82. **Construction and Demolition**

BY Choose an item.

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

RESOLVED: that **Contract No. 3077599** referred to in the foregoing communication dated September 11, 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-3607

RE:

Submitting reso. autho. Contract No. 3077875

SUMMARY:

Notification to Council – 100% City Funding – To Provide an Emergency Demolition for the Commercial Property, 5505 E Davison. – Contractor: Inner City Contracting, LLC – Location: 18715 Grand River Avenue, Detroit, MI 48223 – Contract Period: Notification of Emergency through June 30, 2025 – Total Contract Amount: \$196,380.00. **Construction and Demolition**

RECOMMENDATION:

Notification to Council – 100% City Funding – To Provide an Emergency Demolition for the Commercial Property, 5505 E Davison. – Contractor: Inner City Contracting, LLC – Location: 18715 Grand River Avenue, Detroit, MI 48223 – Contract Period: Notification of Emergency through June 30, 2025 – Total Contract Amount: \$196,380.00. **Construction and Demolition**

BY Choose an item.

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

RESOLVED: that **Contract No. 3077875** referred to in the foregoing communication dated September 11, 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-3608

RE:

Submitting reso. autho. Contract No. 3077940

SUMMARY:

Notification to Council – 100% City Funding – To Provide an Emergency Demolition for the Commercial Property, 6600 Mack with Basement Backfill. – Contractor: Inner City Contracting, LLC – Location: 18715 Grand River Avenue, Detroit, MI 48223 – Contract Period: Notification of Emergency through June 30, 2025 – Total Contract Amount: \$187,361.05. **Construction and Demolition**

RECOMMENDATION:

Notification to Council – 100% City Funding – To Provide an Emergency Demolition for the Commercial Property, 6600 Mack with Basement Backfill. – Contractor: Inner City Contracting, LLC – Location: 18715 Grand River Avenue, Detroit, MI 48223 – Contract Period: Notification of Emergency through June 30, 2025 – Total Contract Amount: \$187,361.05. **Construction and Demolition**

BY Choose an item.

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

RESOLVED: that **Contract No. 3077940** referred to in the foregoing communication dated September 11, 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-3605

RE:

Submitting reso. autho. Contract No. 6006429

SUMMARY:

100% Bond Funding – To Provide a Proposal N Trash Out Release I, Group I20 (24 Properties). – Contractor: Infrastructure Environmental Services, LLC – Location: 48769 Tilford Court, Shelby Township, MI 48315 – Contract Period: Upon City Council Approval for a Period of One (1) Year – Total Contract Amount \$87,987.14. **Construction and Demolition Waiver of Reconsideration Requested**

RECOMMENDATION:

100% Bond Funding – To Provide a Proposal N Trash Out Release I, Group I20 (24 Properties). – Contractor: Infrastructure Environmental Services, LLC – Location: 48769 Tilford Court, Shelby Township, MI 48315 – Contract Period: Upon City Council Approval for a Period of One (1) Year – Total Contract Amount \$87,987.14. **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. 6006429** referred to in the foregoing communication dated September 11, 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-3609

RE:

Submitting reso. autho. Contract No. 6006493

SUMMARY:

100% Grant Funding – To Provide Furnish Bus OEM Parts. – Contractor: Muncie Reclamation & Supply Company dba Muncie Transit Supply – Location: 3720 S. Madison Street, Muncie, IN 47302 – Contract Period: Upon City Council Approval for a Period of Five (5) Years – Total Contract Amount: \$4,052,746.00. **Transportation**
Waiver of Reconsideration Requested

RECOMMENDATION:

100% Grant Funding – To Provide Furnish Bus OEM Parts. – Contractor: Muncie Reclamation & Supply Company dba Muncie Transit Supply – Location: 3720 S. Madison Street, Muncie, IN 47302 – Contract Period: Upon City Council Approval for a Period of Five (5) Years – Total Contract Amount: \$4,052,746.00. **Transportation**
Waiver of Reconsideration Requested

BY Choose an item.

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

RESOLVED: that **Contract No. 6006493** referred to in the foregoing communication dated September 11, 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-3602

RE:

Submitting reso. autho. Contract No. 6006590

SUMMARY:

100% Major Street Funding – To Provide Salt, Rock (Sodium Chloride) Bulk on as Required Basis (MiDeal# MA180000000768). – Contractor: Detroit Salt Company, LLC – Location: 12841 Sanders Street, Detroit, MI 48217 – Contract Period: Upon City Council Approval through August 31, 2025 – Total Contract Amount: \$1,723,974.20. **Public Works**
Waiver of Reconsideration Requested

RECOMMENDATION:

100% Major Street Funding – To Provide Salt, Rock (Sodium Chloride) Bulk on as Required Basis (MiDeal# MA180000000768). – Contractor: Detroit Salt Company, LLC – Location: 12841 Sanders Street, Detroit, MI 48217 – Contract Period: Upon City Council Approval through August 31, 2025 – Total Contract Amount: \$1,723,974.20. **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. 6006590** referred to in the foregoing communication dated September 11, 2024 be hereby and is approved.

DEPARTMENTAL CONTACT:

Name: Marcy Wilson
Position: Procurement Assistant



DEPARTMENTAL SUBMISSION

DEPARTMENT: Law
FILE NUMBER: Law-2378

*** RE:**

Submitting reso. auth. Placeholder regarding ban on advertising marihuana on billboards

*** SUMMARY:**

The Law Department has submitted a privileged and confidential memorandum regarding the above –referenced matter.

*** RECOMMENDATION:**

The Law Department has submitted a privileged and confidential memorandum regarding the above –referenced matter. Please submit this item for referral so that Council may consider any action that is necessary

*** 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

PRIVILEGED AND CONFIDENTIAL

Date: September 09, 2024

To: Honorable City Council

From: Law Department

Re: Placeholder regarding ban on advertising marijuana on billboards

The Law Department has submitted a privileged and confidential memorandum regarding the above –referenced matter. Please submit this item for referral so that Council may consider any action that is necessary











DEPARTMENTAL SUBMISSION

DEPARTMENT: [eSCRIBE Department]

FILE NUMBER: Appeals and Hearings-0105

*** RE:**

Submitting report related to:

*** SUMMARY:**

Click or tap here to enter text.

*** RECOMMENDATION:**

Click or tap here to enter text.

*** DEPARTMENTAL CONTACT:**

Name: Click or tap here to enter text.

Position: Click or tap here to enter text.

***=REQUIRED**



Date: August 16, 2024

To: Honorable City Council

From: Department of Appeals and Hearings (DAH)

Re: Dangerous Buildings Findings and Orders for August 16, 2024

The Department of Appeals and Hearings (DAH) has filed the findings and demolition orders of the Hearing Officer for the Dangerous Buildings hearings held on August 16, 2024, in accordance with Section 8-17-24(d) of the 2019 Detroit City Code. These matters are to be scheduled for a show cause hearing before City Council not less than 30 days after the date of hearing. See City Code Section 8-17-25(a).

<p align="center">STATE OF MICHIGAN</p> <p align="center">CITY OF DETROIT DEPARTMENT OF APPEALS & HEARINGS</p> <p align="center">ADMINISTRATIVE APPEALS BUREAU</p>	<p align="center">FINDINGS OF FACT AND ORDER OF HEARING OFFICER</p>	<p align="center"><u>Dangerous Building Show Cause Hearing</u></p> <p>PROPERTY ADDRESS: 680 Algonquin</p> <p>BSEED CASE NO: DNG2011-01972</p>
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Address: 2 Woodward Avenue, Suite 1004, Detroit, Michigan 48226

Telephone No. 313-224-0098

Department:
Buildings Safety Engineering & Environmental
Department
2 Woodward Ave., Room 402
Detroit, MI 48226

Property Owner & Address:
Detroit Land Bank Authority
500 Griswold
Detroit, MI 48226

PROPERTY ADDRESS: 680 Algonquin

HEARING DATE: 8/16/2024

HEARING OFFICER'S FINDINGS OF FACT AND ORDER

On the above hearing date, having taken testimony from the building inspector of the Department of Buildings Safety Engineering & Environmental and the owner of the above property and/or any party-in interest, the Hearing Officer finds that the following facts have been proven:

- (1) the building or structure listed above is a DANGEROUS BUILDING, as defined under Section 8-17-2 of the Detroit City Code;
- (2) the condition of the building or structure listed above is not currently safe and cannot be made safe; and
- (3) the condition of the building or structure is not and cannot be properly maintained

IT IS HEREBY ORDERED that it shall be recommended to the Detroit City Council that this dangerous building be DEMOLISHED.

Date: 8/16/2024

Hearing Officer: 

CERTIFICATE OF SERVICE

I certify that on this date a copy of this Order was served by certified mail, return receipt requested addressed to the owner at the owner's address listed above and by posting on the property address.

_____ Date

_____ Signature

<p>STATE OF MICHIGAN</p> <p>CITY OF DETROIT DEPARTMENT OF APPEALS & HEARINGS</p> <p>ADMINISTRATIVE APPEALS BUREAU</p>	<p>FINDINGS OF FACT AND ORDER OF HEARING OFFICER</p>	<p><u>Dangerous Building</u> <u>Show Cause Hearing</u></p> <p>PROPERTY ADDRESS: 680 Algonquin</p> <p>BSEED CASE NO: DNG2011-01972</p>
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Address: 2 Woodward Avenue, Suite 1004, Detroit, Michigan 48226

Telephone No. 313-224-0098

<p>Department: Buildings Safety Engineering & Environmental Department 2 Woodward Ave., Room 402 Detroit, MI 48226</p>

<p>Property Owner & Address: Andre & Fatima Green 4 Mackellar CT Peekskill, NY 10566</p>

PROPERTY ADDRESS: 680 Algonquin

HEARING DATE: 8/16/2024

HEARING OFFICER'S FINDINGS OF FACT AND ORDER

On the above hearing date, having taken testimony from the building inspector of the Department of Buildings Safety Engineering & Environmental and the owner of the above property and/or any party-in interest, the Hearing Officer finds that the following facts have been proven:

- (1) the building or structure listed above is a DANGEROUS BUILDING, as defined under Section 8-17-2 of the Detroit City Code;
- (2) the condition of the building or structure listed above is not currently safe and cannot be made safe; and
- (3) the condition of the building or structure is not and cannot be properly maintained

IT IS HEREBY ORDERED that it shall be recommended to the Detroit City Council that this dangerous building be DEMOLISHED.

Date: 8/16/2024

Hearing Officer: 

CERTIFICATE OF SERVICE

I certify that on this date a copy of this Order was served by certified mail, return receipt requested addressed to the owner at the owner's address listed above and by posting on the property address.

Date

Signature

<p style="text-align: center;">STATE OF MICHIGAN</p> <p style="text-align: center;">CITY OF DETROIT DEPARTMENT OF APPEALS & HEARINGS</p> <p style="text-align: center;">ADMINISTRATIVE APPEALS BUREAU</p>	<p style="text-align: center;">FINDINGS OF FACT AND ORDER OF HEARING OFFICER</p>	<p style="text-align: center;"><u>Dangerous Building Show Cause Hearing</u></p> <p>PROPERTY ADDRESS: 7547 East Brentwood</p> <p>BSEED CASE NO: DNG2024-01119</p>
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Address: 2 Woodward Avenue, Suite 1004, Detroit, Michigan 48226

Telephone No, 313-224-0098

Department:
Buildings Safety Engineering & Environmental
Department
2 Woodward Ave., Room 402
Detroit, MI 48226

Property Owner & Address:
Rizzo Properties LLC
691 Walt Whitman #208
Melville, NY 11747

PROPERTY ADDRESS: 7547 East Brentwood

HEARING DATE: 8/16/2024

HEARING OFFICER'S FINDINGS OF FACT AND ORDER

On the above hearing date, having taken testimony from the building inspector of the Department of Buildings Safety Engineering & Environmental and the owner of the above property and/or any party-in interest having failed to appear, the Hearing Officer finds that the following facts have been proven by DEFAULT:

- (1) the building or structure listed above is a DANGEROUS BUILDING, as defined under Section 8-17-2 of the Detroit City Code;
- (2) the condition of the building or structure listed above is not currently safe and cannot be made safe; and
- (3) the condition of the building or structure is not and cannot be properly maintained

IT IS HEREBY ORDERED that it shall be recommended to the Detroit City Council that this dangerous building be DEMOLISHED.

Date: 8/16/2024

Hearing Officer: _____



CERTIFICATE OF SERVICE

I certify that on this date a copy of this Order was served by certified mail, return receipt requested addressed to the owner at the owner's address listed above and by posting on the property address.

Date

Signature

<p align="center">STATE OF MICHIGAN</p> <p align="center">CITY OF DETROIT DEPARTMENT OF APPEALS & HEARINGS</p> <p align="center">ADMINISTRATIVE APPEALS BUREAU</p>	<p align="center">FINDINGS OF FACT AND ORDER OF HEARING OFFICER</p>	<p align="center"><u>Dangerous Building</u> <u>Show Cause Hearing</u></p> <p>PROPERTY ADDRESS: 2994 Collingwood</p> <p>BSEED CASE NO: DNG2013-00770</p>
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Address: 2 Woodward Avenue, Suite 1004, Detroit, Michigan 48226

Telephone No. 313-224-0098

Department:
Buildings Safety Engineering & Environmental
Department
2 Woodward Ave., Room 402
Detroit, MI 48226

Property Owner & Address:
Dena K. Walker
214 Hickory Hill CT
Nashville, TN 37214

PROPERTY ADDRESS: 2994 Collingwood

HEARING DATE: 8/16/2024

HEARING OFFICER'S FINDINGS OF FACT AND ORDER

On the above hearing date, having taken testimony from the building inspector of the Department of Buildings Safety Engineering & Environmental and the owner of the above property and/or any party-in interest having failed to appear, the Hearing Officer finds that the following facts have been proven by DEFAULT:

- (1) the building or structure listed above is a DANGEROUS BUILDING, as defined under Section 8-17-2 of the Detroit City Code;
- (2) the condition of the building or structure listed above is not currently safe and cannot be made safe; and
- (3) the condition of the building or structure is not and cannot be properly maintained

IT IS HEREBY ORDERED that it shall be recommended to the Detroit City Council that this dangerous building be DEMOLISHED.

Date: 8/16/2024

Hearing Officer: 

CERTIFICATE OF SERVICE

I certify that on this date a copy of this Order was served by certified mail, return receipt requested addressed to the owner at the owner's address listed above and by posting on the property address.

Date

Signature

<p align="center">STATE OF MICHIGAN</p> <p align="center">CITY OF DETROIT DEPARTMENT OF APPEALS & HEARINGS</p> <p align="center">ADMINISTRATIVE APPEALS BUREAU</p>	<p align="center">FINDINGS OF FACT AND ORDER OF HEARING OFFICER</p>	<p align="center"><u>Dangerous Building Show Cause Hearing</u></p> <p>PROPERTY ADDRESS: 2994 Collingwood</p> <p>BSEED CASE NO: DNG2013-00770</p>
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Address: 2 Woodward Avenue, Suite 1004, Detroit, Michigan 48226

Telephone No. 313-224-0098

Department:
Buildings Safety Engineering & Environmental
Department
2 Woodward Ave., Room 402
Detroit, MI 48226

Property Owner & Address:
Dena Walker
PO Box 2465
Detroit, MI 48202

PROPERTY ADDRESS: 2994 Collingwood

HEARING DATE: 8/16/2024

HEARING OFFICER'S FINDINGS OF FACT AND ORDER

On the above hearing date, having taken testimony from the building inspector of the Department of Buildings Safety Engineering & Environmental and the owner of the above property and/or any party-in interest having failed to appear, the Hearing Officer finds that the following facts have been proven by DEFAULT:

- (1) the building or structure listed above is a DANGEROUS BUILDING, as defined under Section 8-17-2 of the Detroit City Code;
- (2) the condition of the building or structure listed above is not currently safe and cannot be made safe; and
- (3) the condition of the building or structure is not and cannot be properly maintained

IT IS HEREBY ORDERED that it shall be recommended to the Detroit City Council that this dangerous building be DEMOLISHED.

Date: 8/16/2024

Hearing Officer: 

CERTIFICATE OF SERVICE

I certify that on this date a copy of this Order was served by certified mail, return receipt requested addressed to the owner at the owner's address listed above and by posting on the property address.

Date

Signature

<p align="center">STATE OF MICHIGAN</p> <p align="center">CITY OF DETROIT DEPARTMENT OF APPEALS & HEARINGS</p> <p align="center">ADMINISTRATIVE APPEALS BUREAU</p>	<p align="center">FINDINGS OF FACT AND ORDER OF HEARING OFFICER</p>	<p align="center"><u>Dangerous Building Show Cause Hearing</u></p> <p>PROPERTY ADDRESS: 18425 Fairfield</p> <p>BSEED CASE NO: DNG2024-01139</p>
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Address: 2 Woodward Avenue, Suite 1004, Detroit, Michigan 48226

Telephone No. 313-224-0098

Department:
Buildings Safety Engineering & Environmental
Department
2 Woodward Ave., Room 402
Detroit, MI 48226

Property Owner & Address:
HP Foreclosure Solution LLC
24300 Joy Rd
Redford, MI 48239

PROPERTY ADDRESS: 18425 Fairfield

HEARING DATE: 8/16/2024


HEARING OFFICER'S FINDINGS OF FACT AND ORDER

On the above hearing date, having taken testimony from the building inspector of the Department of Buildings Safety Engineering & Environmental and the owner of the above property and/or any party-in interest having failed to appear, the Hearing Officer finds that the following facts have been proven by DEFAULT:

- (1) the building or structure listed above is a DANGEROUS BUILDING, as defined under Section 8-17-2 of the Detroit City Code;
- (2) the condition of the building or structure listed above is not currently safe and cannot be made safe; and
- (3) the condition of the building or structure is not and cannot be properly maintained

IT IS HEREBY ORDERED that it shall be recommended to the Detroit City Council that this dangerous building be DEMOLISHED.

Date: 8/16/2024

Hearing Officer: 

CERTIFICATE OF SERVICE

I certify that on this date a copy of this Order was served by certified mail, return receipt requested addressed to the owner at the owner's address listed above and by posting on the property address.

_____ Date

_____ Signature

<p style="text-align: center;">STATE OF MICHIGAN</p> <p style="text-align: center;">CITY OF DETROIT DEPARTMENT OF APPEALS & HEARINGS</p> <p style="text-align: center;">ADMINISTRATIVE APPEALS BUREAU</p>	<p style="text-align: center;">FINDINGS OF FACT AND ORDER OF HEARING OFFICER</p>	<p style="text-align: center;"><u>Dangerous Building Show Cause Hearing</u></p> <p>PROPERTY ADDRESS: 8280 Marcus</p> <p>BSEED CASE NO: DNG2024-01188</p>
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Address: 2 Woodward Avenue, Suite 1004, Detroit, Michigan 48226

Telephone No. 313-224-0098

Department:
Buildings Safety Engineering & Environmental
Department
2 Woodward Ave., Room 402
Detroit, MI 48226

Property Owner & Address:
Anthony B Harris
3104 Garrison Ave SW
Birmingham, AL 35211

PROPERTY ADDRESS: 8280 Marcus

HEARING DATE: 8/16/2024

HEARING OFFICER'S FINDINGS OF FACT AND ORDER

On the above hearing date, having taken testimony from the building inspector of the Department of Buildings Safety Engineering & Environmental and the owner of the above property and/or any party-in interest having failed to appear, the Hearing Officer finds that the following facts have been proven by DEFAULT:

- (1) the building or structure listed above is a DANGEROUS BUILDING, as defined under Section 8-17-2 of the Detroit City Code;
- (2) the condition of the building or structure listed above is not currently safe and cannot be made safe; and
- (3) the condition of the building or structure is not and cannot be properly maintained

IT IS HEREBY ORDERED that it shall be recommended to the Detroit City Council that this dangerous building be DEMOLISHED.

Date: 8/16/2024

Hearing Officer: 

CERTIFICATE OF SERVICE

I certify that on this date a copy of this Order was served by certified mail, return receipt requested addressed to the owner at the owner's address listed above and by posting on the property address.

_____ Date

_____ Signature

<p style="text-align: center;">STATE OF MICHIGAN</p> <p style="text-align: center;">CITY OF DETROIT DEPARTMENT OF APPEALS & HEARINGS</p> <p style="text-align: center;">ADMINISTRATIVE APPEALS BUREAU</p>	<p style="text-align: center;">FINDINGS OF FACT AND ORDER OF HEARING OFFICER</p>	<p style="text-align: center;"><u>Dangerous Building</u> <u>Show Cause Hearing</u></p> <p>PROPERTY ADDRESS: 8087 Marion</p> <p>BSEED CASE NO: DNG2016-04780</p>
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Address: 2 Woodward Avenue, Suite 1004, Detroit, Michigan 48226

Telephone No. 313-224-0098

<p>Department: Buildings Safety Engineering & Environmental Department 2 Woodward Ave., Room 402 Detroit, MI 48226</p>

<p>Property Owner & Address: Crystal Manke 18554 N Carmen Ave Maricopa, AZ 85139</p>

PROPERTY ADDRESS: 8087 Marion

HEARING DATE: 8/16/2024

HEARING OFFICER'S FINDINGS OF FACT AND ORDER

On the above hearing date, having taken testimony from the building inspector of the Department of Buildings Safety Engineering & Environmental and the owner of the above property and/or any party-in interest having failed to appear, the Hearing Officer finds that the following facts have been proven by DEFAULT:

- (1) the building or structure listed above is a DANGEROUS BUILDING, as defined under Section 8-17-2 of the Detroit City Code;
- (2) the condition of the building or structure listed above is not currently safe and cannot be made safe; and
- (3) the condition of the building or structure is not and cannot be properly maintained

IT IS HEREBY ORDERED that it shall be recommended to the Detroit City Council that this dangerous building be DEMOLISHED.

Date: 8/16/2024

Hearing Officer:



CERTIFICATE OF SERVICE

I certify that on this date a copy of this Order was served by certified mail, return receipt requested addressed to the owner at the owner's address listed above and by posting on the property address.

_____ Date

_____ Signature

<p align="center">STATE OF MICHIGAN</p> <p align="center">CITY OF DETROIT DEPARTMENT OF APPEALS & HEARINGS</p> <p align="center">ADMINISTRATIVE APPEALS BUREAU</p>	<p align="center">FINDINGS OF FACT AND ORDER OF HEARING OFFICER</p>	<p align="center"><u>Dangerous Building Show Cause Hearing</u></p> <p>PROPERTY ADDRESS: 8087 Marion</p> <p>BSEED CASE NO: DNG2016-04780</p>
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Address: 2 Woodward Avenue, Suite 1004, Detroit, Michigan 48226

Telephone No. 313-224-0098

Department:
Buildings Safety Engineering & Environmental
Department
2 Woodward Ave., Room 402
Detroit, MI 48226

Property Owner & Address:
Detroit Land Bank Authority
500 Griswold Suite 1200
Detroit, MI 48226

PROPERTY ADDRESS: 8087 Marion

HEARING DATE: 8/16/2024

HEARING OFFICER'S FINDINGS OF FACT AND ORDER

On the above hearing date, having taken testimony from the building inspector of the Department of Buildings Safety Engineering & Environmental and the owner of the above property and/or any party-in interest having failed to appear, the Hearing Officer finds that the following facts have been proven by DEFAULT:

- (1) the building or structure listed above is a DANGEROUS BUILDING, as defined under Section 8-17-2 of the Detroit City Code;
- (2) the condition of the building or structure listed above is not currently safe and cannot be made safe; and
- (3) the condition of the building or structure is not and cannot be properly maintained

IT IS HEREBY ORDERED that it shall be recommended to the Detroit City Council that this dangerous building be DEMOLISHED.

Date: 8/16/2024

Hearing Officer:



CERTIFICATE OF SERVICE

I certify that on this date a copy of this Order was served by certified mail, return receipt requested addressed to the owner at the owner's address listed above and by posting on the property address.

Date

Signature

<p align="center">STATE OF MICHIGAN</p> <p align="center">CITY OF DETROIT DEPARTMENT OF APPEALS & HEARINGS</p> <p align="center">ADMINISTRATIVE APPEALS BUREAU</p>	<p align="center">FINDINGS OF FACT AND ORDER OF HEARING OFFICER</p>	<p align="center"><u>Dangerous Building Show Cause Hearing</u></p> <p>PROPERTY ADDRESS: 18400 Pierson</p> <p>BSEED CASE NO: DNG2014-00991</p>
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Address: 2 Woodward Avenue, Suite 1004, Detroit, Michigan 48226

Telephone No. 313-224-0098

Department:
Buildings Safety Engineering & Environmental
Department
2 Woodward Ave., Room 402
Detroit, MI 48226

Property Owner & Address:
L Z Lawrence
PO Box 608
Northville, MI 48167-0608

PROPERTY ADDRESS: 18400 Pierson

HEARING DATE: 8/16/2024

HEARING OFFICER'S FINDINGS OF FACT AND ORDER

On the above hearing date, having taken testimony from the building inspector of the Department of Buildings Safety Engineering & Environmental and the owner of the above property and/or any party-in interest having failed to appear, the Hearing Officer finds that the following facts have been proven by DEFAULT:

- (1) the building or structure listed above is a DANGEROUS BUILDING, as defined under Section 8-17-2 of the Detroit City Code;
- (2) the condition of the building or structure listed above is not currently safe and cannot be made safe; and
- (3) the condition of the building or structure is not and cannot be properly maintained

IT IS HEREBY ORDERED that it shall be recommended to the Detroit City Council that this dangerous building be DEMOLISHED.

Date: 8/16/2024

Hearing Officer: *Tim L Hayward*

CERTIFICATE OF SERVICE

I certify that on this date a copy of this Order was served by certified mail, return receipt requested addressed to the owner at the owner's address listed above and by posting on the property address.

_____ Date

_____ Signature

<p align="center">STATE OF MICHIGAN</p> <p align="center">CITY OF DETROIT DEPARTMENT OF APPEALS & HEARINGS</p> <p align="center">ADMINISTRATIVE APPEALS BUREAU</p>	<p align="center">FINDINGS OF FACT AND ORDER OF HEARING OFFICER</p>	<p align="center"><u>Dangerous Building Show Cause Hearing</u></p> <p>PROPERTY ADDRESS: 18400 Pierson</p> <p>BSEED CASE NO: DNG2014-00991</p>
---	--	--

Address: 2 Woodward Avenue, Suite 1004, Detroit, Michigan 48226

Telephone No. 313-224-0098

Department:
Buildings Safety Engineering & Environmental
Department
2 Woodward Ave., Room 402
Detroit, MI 48226

Property Owner & Address:
Green Tree Servicing LLC
7360 South Kyrene Road, T314
Tempe, AZ 85283

PROPERTY ADDRESS: 18400 Pierson

HEARING DATE: 8/16/2024

HEARING OFFICER'S FINDINGS OF FACT AND ORDER

On the above hearing date, having taken testimony from the building inspector of the Department of Buildings Safety Engineering & Environmental and the owner of the above property and/or any party-in interest having failed to appear, the Hearing Officer finds that the following facts have been proven by DEFAULT:

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- (3) the condition of the building or structure is not and cannot be properly maintained

IT IS HEREBY ORDERED that it shall be recommended to the Detroit City Council that this dangerous building be DEMOLISHED.

Date: 8/16/2024

Hearing Officer: 

CERTIFICATE OF SERVICE

I certify that on this date a copy of this Order was served by certified mail, return receipt requested addressed to the owner at the owner's address listed above and by posting on the property address.

Date

Signature

<p align="center">STATE OF MICHIGAN</p> <p align="center">CITY OF DETROIT DEPARTMENT OF APPEALS & HEARINGS</p> <p align="center">ADMINISTRATIVE APPEALS BUREAU</p>	<p align="center">FINDINGS OF FACT AND ORDER OF HEARING OFFICER</p>	<p align="center"><u>Dangerous Building Show Cause Hearing</u></p> <p>PROPERTY ADDRESS: 18400 Pierson</p> <p>BSEED CASE NO: DNG2014-00991</p>
---	--	--

Address: 2 Woodward Avenue, Suite 1004, Detroit, Michigan 48226

Telephone No. 313-224-0098

Department:
Buildings Safety Engineering & Environmental
Department
2 Woodward Ave., Room 402
Detroit, MI 48226

Property Owner & Address:
L Z Lawrence
18353 W McNichols
Detroit, MI 48219-4100

PROPERTY ADDRESS: 18400 Pierson

HEARING DATE: 8/16/2024

HEARING OFFICER'S FINDINGS OF FACT AND ORDER

On the above hearing date, having taken testimony from the building inspector of the Department of Buildings Safety Engineering & Environmental and the owner of the above property and/or any party-in interest having failed to appear, the Hearing Officer finds that the following facts have been proven by DEFAULT:

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- (3) the condition of the building or structure is not and cannot be properly maintained

IT IS HEREBY ORDERED that it shall be recommended to the Detroit City Council that this dangerous building be DEMOLISHED.

Date: 8/16/2024

Hearing Officer:



CERTIFICATE OF SERVICE

I certify that on this date a copy of this Order was served by certified mail, return receipt requested addressed to the owner at the owner's address listed above and by posting on the property address.

Date

Signature

<p align="center">STATE OF MICHIGAN</p> <p align="center">CITY OF DETROIT DEPARTMENT OF APPEALS & HEARINGS</p> <p align="center">ADMINISTRATIVE APPEALS BUREAU</p>	<p align="center">FINDINGS OF FACT AND ORDER OF HEARING OFFICER</p>	<p align="center"><u>Dangerous Building</u> <u>Show Cause Hearing</u></p> <p>PROPERTY ADDRESS: 18400 Pierson</p> <p>BSEED CASE NO: DNG2014-00991</p>
--	--	--

Address: 2 Woodward Avenue, Suite 1004, Detroit, Michigan 48226

Telephone No. 313-224-0098

<p>Department: Buildings Safety Engineering & Environmental Department 2 Woodward Ave., Room 402 Detroit, MI 48226</p>

<p>Property Owner & Address: SB Real Estate Investments LLC 2222 W. Grand River Ave, Ste A Okemos, MI 48864</p>
--

PROPERTY ADDRESS: 18400 Pierson

HEARING DATE: 8/16/2024

HEARING OFFICER'S FINDINGS OF FACT AND ORDER

On the above hearing date, having taken testimony from the building inspector of the Department of Buildings Safety Engineering & Environmental and the owner of the above property and/or any party-in interest having failed to appear, the Hearing Officer finds that the following facts have been proven by DEFAULT:

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- (3) the condition of the building or structure is not and cannot be properly maintained

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Date: 8/16/2024

Hearing Officer:



CERTIFICATE OF SERVICE

I certify that on this date a copy of this Order was served by certified mail, return receipt requested addressed to the owner at the owner's address listed above and by posting on the property address.

Date

Signature

<p align="center">STATE OF MICHIGAN</p> <p align="center">CITY OF DETROIT DEPARTMENT OF APPEALS & HEARINGS</p> <p align="center">ADMINISTRATIVE APPEALS BUREAU</p>	<p align="center">FINDINGS OF FACT AND ORDER OF HEARING OFFICER</p>	<p align="center"><u>Dangerous Building Show Cause Hearing</u></p> <p>PROPERTY ADDRESS: 19230 Riverview</p> <p>BSEED CASE NO: DNG2024-01110</p>
---	--	--

Address: 2 Woodward Avenue, Suite 1004, Detroit, Michigan 48226

Telephone No. 313-224-0098

<p>Department: Buildings Safety Engineering & Environmental Department 2 Woodward Ave., Room 402 Detroit, MI 48226</p>

<p>Property Owner & Address: Donovan Jones-Strayhon 23420 Noel Drive Southfield, MI 48075</p>
--

PROPERTY ADDRESS: 19230 Riverview

HEARING DATE: 8/16/2024

HEARING OFFICER'S FINDINGS OF FACT AND ORDER

On the above hearing date, having taken testimony from the building inspector of the Department of Buildings Safety Engineering & Environmental and the owner of the above property and/or any party-in interest having failed to appear, the Hearing Officer finds that the following facts have been proven by DEFAULT:

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IT IS HEREBY ORDERED that it shall be recommended to the Detroit City Council that this dangerous building be DEMOLISHED.

Date: 8/16/2024

Hearing Officer: _____



CERTIFICATE OF SERVICE

I certify that on this date a copy of this Order was served by certified mail, return receipt requested addressed to the owner at the owner's address listed above and by posting on the property address.

Date

Signature

<p>STATE OF MICHIGAN</p> <p>CITY OF DETROIT DEPARTMENT OF APPEALS & HEARINGS</p> <p>ADMINISTRATIVE APPEALS BUREAU</p>	<p>FINDINGS OF FACT AND ORDER OF HEARING OFFICER</p>	<p><u>Dangerous Building</u> <u>Show Cause Hearing</u></p> <p>PROPERTY ADDRESS: 19230 Riverview</p> <p>BSEED CASE NO: DNG2024-01110</p>
--	---	--

Address: 2 Woodward Avenue, Suite 1004, Detroit, Michigan 48226

Telephone No. 313-224-0098

<p>Department: Buildings Safety Engineering & Environmental Department 2 Woodward Ave., Room 402 Detroit, MI 48226</p>

<p>Property Owner & Address: Traci Jones 23420 Noel Drive Southfield, MI 48075</p>
--

PROPERTY ADDRESS: 19230 Riverview

HEARING DATE: 8/16/2024

HEARING OFFICER'S FINDINGS OF FACT AND ORDER

On the above hearing date, having taken testimony from the building inspector of the Department of Buildings Safety Engineering & Environmental and the owner of the above property and/or any party-in interest having failed to appear, the Hearing Officer finds that the following facts have been proven by DEFAULT:

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Date: 8/16/2024

Hearing Officer: 

CERTIFICATE OF SERVICE

I certify that on this date a copy of this Order was served by certified mail, return receipt requested addressed to the owner at the owner's address listed above and by posting on the property address.

Date

Signature

<p>STATE OF MICHIGAN</p> <p>CITY OF DETROIT DEPARTMENT OF APPEALS & HEARINGS</p> <p>ADMINISTRATIVE APPEALS BUREAU</p>	<p>FINDINGS OF FACT AND ORDER OF HEARING OFFICER</p>	<p><u>Dangerous Building Show Cause Hearing</u></p> <p>PROPERTY ADDRESS: 3741 E Seven Mile</p> <p>BSEED CASE NO: DNG2024-01159</p>
--	---	---

Address: 2 Woodward Avenue, Suite 1004, Detroit, Michigan 48226

Telephone No. 313-224-0098

Department:
Buildings Safety Engineering & Environmental
Department
2 Woodward Ave., Room 402
Detroit, MI 48226

Property Owner & Address:
Asian White LLC
3701 Green Lake Rd
West Bloomfield, MI 48324

PROPERTY ADDRESS: 3741 E Seven Mile

HEARING DATE: 8/16/2024

HEARING OFFICER'S FINDINGS OF FACT AND ORDER

On the above hearing date, having taken testimony from the building inspector of the Department of Buildings Safety Engineering & Environmental and the owner of the above property and/or any party-in interest having failed to appear, the Hearing Officer finds that the following facts have been proven by DEFAULT:

- (1) the building or structure listed above is a DANGEROUS BUILDING, as defined under Section 8-17-2 of the Detroit City Code;
- (2) the condition of the building or structure listed above is not currently safe and cannot be made safe; and
- (3) the condition of the building or structure is not and cannot be properly maintained

IT IS HEREBY ORDERED that it shall be recommended to the Detroit City Council that this dangerous building be DEMOLISHED.

Date: 8/16/2024

Hearing Officer: 

CERTIFICATE OF SERVICE

I certify that on this date a copy of this Order was served by certified mail, return receipt requested addressed to the owner at the owner's address listed above and by posting on the property address.

_____ Date

_____ Signature

<p>STATE OF MICHIGAN</p> <p>CITY OF DETROIT DEPARTMENT OF APPEALS & HEARINGS</p> <p>ADMINISTRATIVE APPEALS BUREAU</p>	<p>FINDINGS OF FACT AND ORDER OF HEARING OFFICER</p>	<p><u>Dangerous Building</u> <u>Show Cause Hearing</u></p> <p>PROPERTY ADDRESS: 3741 E Seven Mile</p> <p>BSEED CASE NO: DNG2024-01159</p>
---	---	---

Address: 2 Woodward Avenue, Suite 1004, Detroit, Michigan 48226

Telephone No. 313-224-0098

Department:
Buildings Safety Engineering & Environmental
Department
2 Woodward Ave., Room 402
Detroit, MI 48226

Property Owner & Address:
Asian White LLC
30300 Northwestern Hwy. Ste 321
Farmington Hills, MI 48334

PROPERTY ADDRESS: 3741 E Seven Mile

HEARING DATE: 8/16/2024

HEARING OFFICER'S FINDINGS OF FACT AND ORDER

On the above hearing date, having taken testimony from the building inspector of the Department of Buildings Safety Engineering & Environmental and the owner of the above property and/or any party-in interest having failed to appear, the Hearing Officer finds that the following facts have been proven by DEFAULT:

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- (2) the condition of the building or structure listed above is not currently safe and cannot be made safe; and
- (3) the condition of the building or structure is not and cannot be properly maintained

IT IS HEREBY ORDERED that it shall be recommended to the Detroit City Council that this dangerous building be DEMOLISHED.

Date: 8/16/2024

Hearing Officer: 

CERTIFICATE OF SERVICE

I certify that on this date a copy of this Order was served by certified mail, return receipt requested addressed to the owner at the owner's address listed above and by posting on the property address.

Date

Signature

<p>STATE OF MICHIGAN</p> <p>CITY OF DETROIT DEPARTMENT OF APPEALS & HEARINGS</p> <p>ADMINISTRATIVE APPEALS BUREAU</p>	<p>FINDINGS OF FACT AND ORDER OF HEARING OFFICER</p>	<p><u>Dangerous Building Show Cause Hearing</u></p> <p>PROPERTY ADDRESS: 14855 Spring Garden</p> <p>BSEED CASE NO: DNG2010-10508</p>
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Address: 2 Woodward Avenue, Suite 1004, Detroit, Michigan 48226

Telephone No. 313-224-0098

<p>Department: Buildings Safety Engineering & Environmental Department 2 Woodward Ave., Room 402 Detroit, MI 48226</p>

<p>Property Owner & Address: Miledy Cabrara 193 Ashburton Ave 4F Yonkers, NY 10701</p>

PROPERTY ADDRESS: 14855 Spring Garden

HEARING DATE: 8/16/2024

HEARING OFFICER'S FINDINGS OF FACT AND ORDER

On the above hearing date, having taken testimony from the building inspector of the Department of Buildings Safety Engineering & Environmental and the owner of the above property and/or any party-in interest having failed to appear, the Hearing Officer finds that the following facts have been proven by DEFAULT:

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- (2) the condition of the building or structure listed above is not currently safe and cannot be made safe; and
- (3) the condition of the building or structure is not and cannot be properly maintained

IT IS HEREBY ORDERED that it shall be recommended to the Detroit City Council that this dangerous building be DEMOLISHED.

Date: 8/16/2024

Hearing Officer: 

CERTIFICATE OF SERVICE

I certify that on this date a copy of this Order was served by certified mail, return receipt requested addressed to the owner at the owner's address listed above and by posting on the property address.

Date

Signature

<p align="center">STATE OF MICHIGAN</p> <p align="center">CITY OF DETROIT DEPARTMENT OF APPEALS & HEARINGS</p> <p align="center">ADMINISTRATIVE APPEALS BUREAU</p>	<p align="center">FINDINGS OF FACT AND ORDER OF HEARING OFFICER</p>	<p align="center"><u>Dangerous Building Show Cause Hearing</u></p> <p>PROPERTY ADDRESS: 5227 St Clair</p> <p>BSEED CASE NO: DNG2021-00372</p>
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Address: 2 Woodward Avenue, Suite 1004, Detroit, Michigan 48226

Telephone No. 313-224-0098

Department:
Buildings Safety Engineering & Environmental
Department
2 Woodward Ave., Room 402
Detroit, MI 48226

Property Owner & Address:
Detroit Land Bank Authority
500 Griswold Suite 1200
Detroit, MI 48226

PROPERTY ADDRESS: 5227 St Clair

HEARING DATE: 8/16/2024

HEARING OFFICER'S FINDINGS OF FACT AND ORDER

On the above hearing date, having taken testimony from the building inspector of the Department of Buildings Safety Engineering & Environmental and the owner of the above property and/or any party-in interest having failed to appear, the Hearing Officer finds that the following facts have been proven by DEFAULT:

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- (2) the condition of the building or structure listed above is not currently safe and cannot be made safe; and
- (3) the condition of the building or structure is not and cannot be properly maintained

IT IS HEREBY ORDERED that it shall be recommended to the Detroit City Council that this dangerous building be DEMOLISHED.

Date: 8/16/2024

Hearing Officer: 

CERTIFICATE OF SERVICE

I certify that on this date a copy of this Order was served by certified mail, return receipt requested addressed to the owner at the owner's address listed above and by posting on the property address.

Date

Signature

<p align="center">STATE OF MICHIGAN</p> <p align="center">CITY OF DETROIT DEPARTMENT OF APPEALS & HEARINGS</p> <p align="center">ADMINISTRATIVE APPEALS BUREAU</p>	<p align="center">FINDINGS OF FACT AND ORDER OF HEARING OFFICER</p>	<p align="center"><u>Dangerous Building Show Cause Hearing</u></p> <p>PROPERTY ADDRESS: 5227 St Clair</p> <p>BSEED CASE NO: DNG2021-00372</p>
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Address: 2 Woodward Avenue, Suite 1004, Detroit, Michigan 48226

Telephone No. 313-224-0098

Department:
Buildings Safety Engineering & Environmental
Department
2 Woodward Ave., Room 402
Detroit, MI 48226

Property Owner & Address:
Tiffany Thompson
13036 Ward
Detroit, MI 48227

PROPERTY ADDRESS: 5227 St Clair

HEARING DATE: 8/16/2024

HEARING OFFICER'S FINDINGS OF FACT AND ORDER

On the above hearing date, having taken testimony from the building inspector of the Department of Buildings Safety Engineering & Environmental and the owner of the above property and/or any party-in interest having failed to appear, the Hearing Officer finds that the following facts have been proven by DEFAULT:

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- (3) the condition of the building or structure is not and cannot be properly maintained

IT IS HEREBY ORDERED that it shall be recommended to the Detroit City Council that this dangerous building be DEMOLISHED.

Date: 8/16/2024

Hearing Officer: _____



CERTIFICATE OF SERVICE

I certify that on this date a copy of this Order was served by certified mail, return receipt requested addressed to the owner at the owner's address listed above and by posting on the property address.

Date

Signature

<p align="center">STATE OF MICHIGAN</p> <p align="center">CITY OF DETROIT DEPARTMENT OF APPEALS & HEARINGS</p> <p align="center">ADMINISTRATIVE APPEALS BUREAU</p>	<p align="center">FINDINGS OF FACT AND ORDER OF HEARING OFFICER</p>	<p align="center"><u>Dangerous Building Show Cause Hearing</u></p> <p>PROPERTY ADDRESS: 13628 Tacoma</p> <p>BSEED CASE NO: DNG2024-00848</p>
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Address: 2 Woodward Avenue, Suite 1004, Detroit, Michigan 48226

Telephone No. 313-224-0098

Department:
Buildings Safety Engineering & Environmental
Department
2 Woodward Ave., Room 402
Detroit, MI 48226

Property Owner & Address:
Real Token International 13628 Tacoma St Inc
980 N Federal Highway Suite 110
Boca Raton, FL 33432

PROPERTY ADDRESS: 13628 Tacoma

HEARING DATE: 8/16/2024

HEARING OFFICER'S FINDINGS OF FACT AND ORDER

On the above hearing date, having taken testimony from the building inspector of the Department of Buildings Safety Engineering & Environmental and the owner of the above property and/or any party-in interest having failed to appear, the Hearing Officer finds that the following facts have been proven by DEFAULT:

- (1) the building or structure listed above is a DANGEROUS BUILDING, as defined under Section 8-17-2 of the Detroit City Code;
- (2) the condition of the building or structure listed above is not currently safe and cannot be made safe; and
- (3) the condition of the building or structure is not and cannot be properly maintained

IT IS HEREBY ORDERED that it shall be recommended to the Detroit City Council that this dangerous building be DEMOLISHED.

Date: 8/16/2024

Hearing Officer: 

CERTIFICATE OF SERVICE

I certify that on this date a copy of this Order was served by certified mail, return receipt requested addressed to the owner at the owner's address listed above and by posting on the property address.

_____ Date

_____ Signature

<p align="center">STATE OF MICHIGAN</p> <p align="center">CITY OF DETROIT DEPARTMENT OF APPEALS & HEARINGS</p> <p align="center">ADMINISTRATIVE APPEALS BUREAU</p>	<p align="center">FINDINGS OF FACT AND ORDER OF HEARING OFFICER</p>	<p align="center"><u>Dangerous Building</u> <u>Show Cause Hearing</u></p> <p>PROPERTY ADDRESS: 12541 Westphalia</p> <p>BSEED CASE NO: DNG2024-01174</p>
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Address: 2 Woodward Avenue, Suite 1004, Detroit, Michigan 48226

Telephone No. 313-224-0098

Department:
Buildings Safety Engineering & Environmental
Department
2 Woodward Ave., Room 402
Detroit, MI 48226

Property Owner & Address:
Detroit Land Bank Authority
500 Griswold Suite 1200
Detroit, MI 48226

PROPERTY ADDRESS: 12541 Westphalia

HEARING DATE: 8/16/2024

HEARING OFFICER'S FINDINGS OF FACT AND ORDER

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Date: 8/16/2024

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Date

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Address: 2 Woodward Avenue, Suite 1004, Detroit, Michigan 48226

Telephone No. 313-224-0098

<p>Department: Buildings Safety Engineering & Environmental Department 2 Woodward Ave., Room 402 Detroit, MI 48226</p>

<p>Property Owner & Address: Gabrielle Smith 12235 Morang Ave Apt 8 Detroit, MI 48224</p>
--

PROPERTY ADDRESS: 12541 Westphalia

HEARING DATE: 8/16/2024

HEARING OFFICER'S FINDINGS OF FACT AND ORDER

On the above hearing date, having taken testimony from the building inspector of the Department of Buildings Safety Engineering & Environmental and the owner of the above property and/or any party-in interest having failed to appear, the Hearing Officer finds that the following facts have been proven by DEFAULT:

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Date: 8/16/2024

Hearing Officer: _____



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Date

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Address: 2 Woodward Avenue, Suite 1004, Detroit, Michigan 48226

Telephone No. 313-224-0098

Department:
Buildings Safety Engineering & Environmental
Department
2 Woodward Ave., Room 402
Detroit, MI 48226

Property Owner & Address:
Lance Atterberry
11645 Cheyenne St
Detroit, MI 48227

PROPERTY ADDRESS: 12838 Wilshire

HEARING DATE: 8/16/2024


HEARING OFFICER'S FINDINGS OF FACT AND ORDER

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Date: 8/16/2024

Hearing Officer: 

CERTIFICATE OF SERVICE

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_____ Date

_____ Signature

STATE OF MICHIGAN CITY OF DETROIT DEPARTMENT OF APPEALS & HEARINGS ADMINISTRATIVE APPEALS BUREAU	FINDINGS OF FACT AND ORDER OF HEARING OFFICER	<u>Dangerous Building</u> <u>Show Cause Hearing</u> PROPERTY ADDRESS: 12838 Whilshire BSEED CASE NO: DNG2024-01109
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Address: 2 Woodward Avenue, Suite 1004, Detroit, Michigan 48226

Telephone No. 313-224-0098

Department:
Buildings Safety Engineering & Environmental
Department
2 Woodward Ave., Room 402
Detroit, MI 48226

Property Owner & Address:
Detroit Land Bank Authority
500 Griswold Suite 1200
Detroit, MI 48226

PROPERTY ADDRESS: 12838 Whilshire

HEARING DATE: 8/16/2024

HEARING OFFICER'S FINDINGS OF FACT AND ORDER

On the above hearing date, having taken testimony from the building inspector of the Department of Buildings Safety Engineering & Environmental and the owner of the above property and/or any party-in interest having failed to appear, the Hearing Officer finds that the following facts have been proven by DEFAULT:

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Date: 8/16/2024

Hearing Officer: 

CERTIFICATE OF SERVICE

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Date

Signature

<p align="center">STATE OF MICHIGAN</p> <p align="center">CITY OF DETROIT DEPARTMENT OF APPEALS & HEARINGS</p> <p align="center">ADMINISTRATIVE APPEALS BUREAU</p>	<p align="center">FINDINGS OF FACT AND ORDER OF HEARING OFFICER</p>	<p align="center"><u>Dangerous Building Show Cause Hearing</u></p> <p>PROPERTY ADDRESS: 15051 Young</p> <p>BSEED CASE NO: DNG2010-09571</p>
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Address: 2 Woodward Avenue, Suite 1004, Detroit, Michigan 48226

Telephone No. 313-224-0098

Department:
Buildings Safety Engineering & Environmental
Department
2 Woodward Ave., Room 402
Detroit, MI 48226

Property Owner & Address:
CJM Property Investments LLC
1210 Woodlake Lane
Pontiac, MI 48340

PROPERTY ADDRESS: 15051 Young

HEARING DATE: 8/16/2024

HEARING OFFICER'S FINDINGS OF FACT AND ORDER

On the above hearing date, having taken testimony from the building inspector of the Department of Buildings Safety Engineering & Environmental and the owner of the above property and/or any party-in interest having failed to appear, the Hearing Officer finds that the following facts have been proven by DEFAULT:

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Date: 8/16/2024

Hearing Officer: _____

Tom L Hayward

CERTIFICATE OF SERVICE

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Date

Signature



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO - Development & Grants
FILE NUMBER: OCFO - Development & Grants-0538

*** RE:**

Submitting reso. auth. Request to Accept an Increase in Appropriation for the FY 2025 Supplemental Family Violence Prevention & Services Act Grant

*** SUMMARY:**

The Michigan Department of Health and Human Services has awarded the City of Detroit Police Department with the FY 2025 Supplemental Family Violence Prevention & Services Act Grant for a total of \$178,310.00. There is no match requirement for this grant. The grant was adopted in the FY 2025 budget in the amount of \$177,934.00. The grant was awarded at a higher amount than was budgeted. We are requesting to increase appropriation 21304, in the amount of \$376.00, to reflect the total project cost of \$178,310.00.

*** RECOMMENDATION:**

Request to Accept an Increase in Appropriation for the FY 2025 Supplemental Family Violence Prevention & Services Act Grant. The Michigan Department of Health and Human Services has awarded the City of Detroit Police Department with the FY 2025 Supplemental Family Violence Prevention & Services Act Grant for a total of \$178,310.00. There is no match requirement for this grant. The grant was adopted in the FY 2025 budget in the amount of \$177,934.00. The grant was awarded at a higher amount than was budgeted. We are requesting to increase appropriation 21304, in the amount of \$376.00, to reflect the total project cost of \$178,310.00.

*** 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

September 4, 2024

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

RE: Request to Accept an Increase in Appropriation for the FY 2025 Supplemental Family Violence Prevention & Services Act Grant

The Michigan Department of Health and Human Services has awarded the City of Detroit Police Department with the FY 2025 Supplemental Family Violence Prevention & Services Act Grant for a total of \$178,310.00. There is no match requirement for this grant. The grant was adopted in the FY 2025 budget in the amount of \$177,934.00. The grant was awarded at a higher amount than was budgeted. We are requesting to increase appropriation 21304, in the amount of \$376.00, to reflect the total project cost of \$178,310.00.

The objective of the grant is to increase access to mitigation, vaccines and testing for COVID-19 for domestic violence victims. This grant will enable the department to keep the Personal Protection Order Advocate, provide employee training and skills to better address the needs of clients that have or have been exposed to COVID-19 while remaining safe themselves, and provide victims with financial assistance in meeting everyday needs. This is a reimbursement grant.

I respectfully ask your approval to accept the increase in appropriation funding in accordance with the attached resolution.

Sincerely,

DocuSigned by:
Terri Daniels
4D2BEEE23C8D489...

Terri Daniels
Director of Grants, Office of Development and Grants

Signed by:
Matt Spayth
17E14C346551467...

Office of Budget

CC:
Sajjiah Parker, Assistant Director, Grants



Office of Development and Grants

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 \$178,310.00, in order to increase access to mitigation, vaccines and testing for COVID-19 for domestic violence victims; and

WHEREAS, the Grant was adopted in the FY 2025 budget under appropriation 21304, in the amount of \$177,934.00; and the grant was awarded at a higher amount than was budgeted; and

WHEREAS, the total project cost for the awarded grant is \$178,310.00, and therefore we are requesting to increase appropriation 21304, in the amount of \$376.00, in order to reflect the total project cost of \$178,310.00; 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 increase the budget accordingly for appropriation number 21304, in the amount of \$376.00, for the FY 2025 Supplemental Family Violence Prevention & Services Act Grant.

Agreement #: E20253873-00

**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
Supplemental FVPSA Mitigation - 2025
Part 1**

1. Period of Agreement:

This Agreement will commence on the date of the Grantee's signature or October 1, 2024, whichever is later, and continue through September 30, 2025. No activity will be performed and no costs to the state will be incurred prior to October 1, 2024 or the effective date of the Agreement, whichever is later. Throughout the Agreement, the date of the Grantee's signature or October 1, 2024, whichever is later, will be referred to as the start date. This Agreement is in full force and effect for the period specified.

2. Program Budget and Agreement Amount:

A. Agreement Amount

The total amount of this Agreement is \$178,310.00. Under the terms of this Agreement, the Department will provide funding not to exceed \$178,310.00. 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://egramms-mi.com/mdhhs>).

The Agreement is designated as a:

- X Subrecipient relationship (federal funding); or
- Recipient (non-federal funding).

The Agreement is designated as:

- Research and development project; or
- X Not a research and development project.

B. Equipment Purchases and Title

Any Grantee equipment purchases supported in whole or in part through this Agreement must be listed in the supporting Equipment Inventory Schedule which should be attached to the Final Financial Status Report. Equipment means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Title to items having a unit acquisition cost of less than \$5,000 will vest with the Grantee upon acquisition. The Department reserves the right to retain or transfer the title to all items of equipment having a unit acquisition cost of \$5,000 or more, to the extent that the Department's proportionate interest in such equipment supports such retention or transfer of title.

C. Deviation Allowance

A deviation allowance modifying an established budget category by \$10,000 or 15%, whichever is greater, is permissible without prior written approval of the Department. Any modification or deviations in excess of this provision, including any adjustment to the total amount of this Agreement, must be made in writing and executed by all parties through an amendment to this Agreement before the modifications can be implemented. This deviation allowance does not authorize new categories, subcontracts, equipment items or positions not shown in the attached Program Budget Summary and supporting detail schedules.

3. Purpose:

The focus of the program is to increase access to mitigation, vaccines, testing for COVID-19 for domestic violence victims.

4. Statement of Work:

The Grantee agrees to undertake, perform and complete the activities described in Attachment A, which is part of this Agreement.

5. Financial Requirements:

The financial requirements must be followed as described in Part 2 and Attachment B, which are part of this Agreement.

6. Performance/Progress Report Requirements:

The progress reporting methods must be followed as described in Part 2 and Attachment C, which are part of this Agreement.

7. General Provisions:

The Grantee agrees to comply with the General Provisions as described in Part 2 and Attachment E, which are part of this Agreement.

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	Date
------	-------	------

For the Michigan Department of Health and Human Services

Jeanette Hensler 08/30/2024

Jeanette Hensler, Grants Division Director Bureau of Grants and Purchasing	Date
---	------

Part 2
General Provisions

I. Responsibilities - Grantee

The Grantee, in accordance with the general purposes and objectives of this Agreement, must:

A. Publication Rights

1. Copyright materials only when the Grantee exclusively develops books, films or other such copyrightable materials through activities supported by this Agreement. The copyrighted materials cannot include recipient information or personal identification data. Grantee provides the Department a royalty-free, non-exclusive and irrevocable license to reproduce, publish and use such materials copyrighted by the Grantee and authorizes others to reproduce and use such materials.
2. Obtain prior written authorization from the Department's Office of Communications for any materials copyrighted by the Grantee or modifications bearing acknowledgment of the Department's name prior to reproduction and use of such materials. The state of Michigan may modify the material copyrighted by the Grantee and may combine it with other copyrightable intellectual property to form a derivative work. The state of Michigan will own and hold all copyright and other intellectual property rights in any such derivative work, excluding any rights or interest granted in this Agreement to the Grantee. If the Grantee ceases to conduct business for any reason or ceases to support the copyrightable materials developed under this Agreement, the state of Michigan has the right to convert its licenses into transferable licenses to the extent consistent with any applicable obligations the Grantee has.
3. Obtain written authorization, at least 14 days in advance, from the Department's Office of Communications and give recognition to the Department in any and all publications, papers and presentations arising from the Agreement activities.
4. Notify the Department's Bureau of Grants and Purchasing 30 days before applying to register a copyright with the U.S. Copyright Office. The Grantee must submit an annual report for all copyrighted materials developed by the Grantee through activities supported by this Agreement and must submit a final invention statement and certification within 60 days of the end of the Agreement period.
5. Not make any media releases related to this Agreement, without prior written authorization from the Department's Office of Communications.

B. Fees

1. Guarantee that any claims made to the Department under this Agreement will not be financed by any sources other than the Department under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to budget the additional source of funds and reflect the source of funding on the Financial Status Report.
2. Make reasonable efforts to collect 1st and 3rd party fees, where applicable, and report those collections on the Financial Status Report. Any under recoveries of otherwise available fees resulting from failure to bill for eligible activities will be excluded from reimbursable expenditures.

C. Grant Program Operation

Provide the necessary administrative, professional and technical staff for operation of the grant program. The Grantee must obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of this Agreement.

Use an accounting system that can identify and account for the funds received from each separate grant, regardless of funding source, and assure that grant funds are not commingled.

D. Reporting

Utilize all report forms and reporting formats required by the Department at the start date of this Agreement and provide the Department with timely review and commentary on any new report forms and reporting formats proposed for issuance thereafter.

E. Record Maintenance/Retention

Maintain adequate program and fiscal records and files, including source documentation, to support program activities and all expenditures made under the terms of this Agreement, as required. The Grantee must assure that all terms of the Agreement will be appropriately adhered to and that records and detailed documentation for the grant project or grant program identified in this Agreement will be maintained for a period of not less than seven (7) 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 \$1,000,000 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 \$1,000,000 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 the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after 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 Monitoring

1. When passing federal funds through to a subrecipient (if the Agreement does not prohibit the passing of federal funds through to a subrecipient), the Grantee must:
 - a. Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the information required by 2 CFR 200.332.
 - b. Ensure the subrecipient complies with all the requirements of this Agreement.
 - c. Evaluate each subrecipient's risk for noncompliance as required by 2 CFR 200.332(b).
 - d. Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations and the terms and conditions of the subawards; that subaward performance goals are achieved; and that all monitoring requirements of 2 CFR 200.332(d) are met including reviewing financial and programmatic reports, following up on corrective actions and issuing management decisions for audit findings.
 - e. Verify that every subrecipient is audited as required by 2 CFR 200 Subpart F.
2. Develop a subrecipient monitoring plan that addresses the above requirements and provides reasonable assurance that the subrecipient administers federal awards in compliance with laws, regulations and the provisions of this Agreement, and that performance goals are achieved. The subrecipient monitoring plan should include a risk-based assessment to determine the level of oversight and monitoring activities, such as reviewing financial and performance reports, performing site visits and maintaining regular contact with subrecipients.
3. Establish requirements to ensure compliance for for-profit subrecipients as required by 2 CFR 200.501(h), as applicable.
4. Ensure that transactions with subrecipients/contractors comply with

laws, regulations and provisions of contracts or grant agreements.

I. Notification of Modifications

Provide notification to the Department within 14 days, or sooner if circumstances warrant, 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. State or federal data includes data and information provided to Grantee or Grantee's Subcontractor by or on behalf of the State or federal government, and all data and information derived therefrom, is the exclusive property of the State or federal government.

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, or sooner if circumstances warrant, 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.
 - g. Any criminal activity that occurs by an employee, agent, or subcontractor of Grantee while conducting activities pursuant to this Agreement.
2. Notify the Contract Manager, 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://egramms-mi.com/mdhhs> website by the 15th day of the month following the end of the quarter and a final report no later than 15 days following the end of this Agreement.

N. Conflict of Interest and Code of Conduct Standards

- 1. Be subject to the provisions of 1968 PA 317, as amended, 1973 PA 196, as amended, and 2 CFR 200.318 (c)(1) and (2).
- 2. Uphold high ethical standards and be prohibited from the following:
 - a. Holding or acquiring an interest that would conflict with this Agreement;
 - b. Doing anything that creates an appearance of impropriety with respect to the award or performance of this Agreement;
 - c. Attempting to influence or appearing to influence any state employee by the direct or indirect offer of anything of value; or
 - d. Paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of this Agreement.
- 3. Immediately notify the Department of any violation or potential violation of these standards. This Section applies to Grantee, any parent,

affiliate, or subsidiary organization of Grantee, and any subcontractor that performs activities in connection with this Agreement.

O. Travel Costs

1. Be reimbursed for travel costs (including mileage, meals, and lodging) budgeted and incurred related to activities provided under this Agreement.
 - a. If the Grantee has a documented policy related to travel reimbursement for employees and if the Grantee follows that documented policy, the Department will reimburse the Grantee for travel costs at the Grantee's documented reimbursement rate for employees. Otherwise, the state of Michigan travel reimbursement rate applies.
 - b. 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.
 - 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 self or governmental self-insurance.

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: Home Page - ICHAT Menu (michigan.gov)
 - b. Michigan Public Sex Offender Registry: http://www.mipsor.state.mi.us
 - c. National Sex Offender Registry: http://www.nsopw.gov
2. Conduct or cause to be conducted a Central Registry (CR) check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who under this Agreement works directly with children.
 - a. Central Registry: https://www.michigan.gov/mdhhs/0,5885,7-339-73971_7119_50648_48330-180331--,00.html
 3. Require each new employee, employee, subcontractor, subcontractor employee, or volunteer who, under this Agreement, works directly with clients or who has access to client information to notify the Grantee in writing of criminal convictions (felony or misdemeanor), pending felony charges, or placement on the Central Registry as a perpetrator, at hire or within 10 days of the event after hiring.
 4. Determine whether to prohibit any employee, subcontractor, subcontractor employee, or volunteer from performing work directly with clients or accessing client information related to clients under this Agreement, based on the results of a positive ICHAT response or reported criminal felony conviction or perpetrator identification.
 5. Determine whether to prohibit any employee, subcontractor, subcontractor employee or volunteer from performing work directly with children under this Agreement, based on the results of a positive CR response or reported perpetrator identification.
 6. Require any employee, subcontractor, subcontractor employee or volunteer who may have access to any databases of information maintained by the federal government that contain confidential or personal information, including but not limited to federal tax information, to have a fingerprint background check performed.

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 does not discriminate against any individual or group on the basis of race, national origin, color, sex, disability, religion, age, height, weight, familial status, partisan considerations, or genetic information. Sex-based discrimination includes, but is not limited to, discrimination based on sexual orientation, gender identity, gender expression, sex characteristics, and pregnancy."
2. 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.

3. 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.
4. 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. 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 seven (7) years after the end of the Agreement period.

M. Health Insurance Portability and Accountability Act

To the extent that the Health Insurance Portability and Accountability Act (HIPAA) is applicable to the Grantee under this Agreement, the Grantee assures that it is in compliance with requirements of HIPAA including the following:

1. The Grantee must not share any protected health information provided by the Department that is covered by HIPAA except as permitted or required by applicable law, or to a subcontractor as appropriate under this Agreement.
2. The Grantee will ensure that any subcontractor will have the same obligations as the Grantee not to share any protected health data and information from the Department that falls under HIPAA requirements in the terms and conditions of the subcontract.
3. The Grantee must only use the protected health data and information for the purposes of this Agreement.
4. The Grantee must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Grantee's employees.
5. The Grantee must have a policy and procedure to immediately report to the Department any suspected or confirmed unauthorized use or disclosure of protected health information that falls under the HIPAA requirements of which the Grantee becomes aware. The Grantee will work with the Department to mitigate the breach and will provide assurances to the Department of corrective actions to prevent further unauthorized uses or disclosures. The Department may demand specific corrective actions and assurances and the Grantee must provide the same to the Department.
6. Failure to comply with any of these contractual requirements may result in the termination of this Agreement in accordance with Part 2, Section V.
7. In accordance with HIPAA requirements, the Grantee is liable for any claim, loss or damage relating to unauthorized use or disclosure of protected health data and information, including without limitation the Department's costs in responding to a breach, received by the Grantee from the Department or any other source.
8. The Grantee will enter into a business associate agreement should the

Department determine such an agreement is required under HIPAA.

N. Website Incorporation

The Department is not bound by any content on Grantee’s website or other internet communication platforms or technologies, unless expressly incorporated directly into this Agreement. The Department is not bound by any end user license agreement or terms of use unless specifically incorporated in this Agreement or any other agreement signed by the Department. The Grantee must not refer to the Department on the Grantee’s website or other internet communication platforms or technologies without the prior written approval of the Department.

O. Survival

The provisions of this Agreement that impose continuing obligations will survive the expiration or termination of this Agreement.

P. Non-Disclosure of Confidential Information

1. The Grantee agrees that it will use confidential information solely for the purpose of this Agreement. The Grantee agrees to hold all confidential information in strict confidence and not to copy, reproduce, sell, transfer or otherwise dispose of, give or disclose such confidential information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such confidential information for any purpose whatsoever other than the performance of this Agreement. The Grantee must take all reasonable precautions to safeguard the confidential information. These precautions must be at least as great as the precautions the Grantee takes to protect its own confidential or proprietary information.

2. Meaning of Confidential Information

For the purpose of this Agreement the term “confidential information” means all information and documentation that:

- a. Has been marked “confidential” or with words of similar meaning, at the time of disclosure by such party;
- b. If disclosed orally or not marked “confidential” or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked “confidential” or with words of similar meaning;
- c. Should reasonably be recognized as confidential information of the disclosing party;
- d. Is unpublished or not available to the general public; or
- e. Is designated by law as confidential.

3. The term “confidential information” does not include any information or documentation that was:

- a. Subject to disclosure under the Michigan Freedom of

- Information Act (FOIA);
 - b. Already in the possession of the receiving party without an obligation of confidentiality;
 - c. Developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights;
 - d. Obtained from a source other than the disclosing party without an obligation of confidentiality; or
 - e. Publicly available when received or thereafter became publicly available (other than through an unauthorized disclosure by, through or on behalf of, the receiving party).
4. The Grantee must notify the Department within one business day after discovering any unauthorized use or disclosure of confidential information. The Grantee will cooperate with the Department in every way possible to regain possession of the confidential information and prevent further unauthorized use or disclosure.

Q. Cap on Salaries

None of the funds awarded to the Grantee through this Agreement will be used to pay, either through a grant or other external mechanism, the salary of an individual at a rate in excess of Executive Level II. The current rates of pay for the Executive Schedule are located on the United States Office of Personnel Management web site, <http://www.opm.gov>, by navigating to Policy — Pay & Leave — Salaries & Wages. The salary rate limitation does not restrict the salary that a Grantee may pay an individual under its employment; rather, it merely limits the portion of that salary that may be paid with funds from this Agreement.

IV. Financial Requirements

A. Operating Advance

An operating advance may be requested by the Grantee to assist with program operations. The request should be addressed to the Contract Manager identified in Part 1, Section VIII. The operating advance will be administered as follows:

1. The operating advance amount requested must be reasonable in relation to factors including but not limited to program requirements, the period of the Agreement, and the financial obligation. The advance must not exceed 16.67 percent of the state agreement amount. 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 for the same services. 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. The Department requires an annual confirmation of the outstanding operating advance. At the end of either the Agreement period or Department's fiscal year, whichever is first, the Grantee must respond to the Department's request for confirmation of the operating advance. Failure to respond to the confirmation request may result in the Department recovering all or part of an outstanding operating advance.

B. Reimbursement Method

The Grantee will be paid for allowable expenditures incurred by the Grantee, submitted for reimbursement on the Financial Status Reports (FSRs) and approved by the Department. Reimbursement from the Department is based on the understanding that Department funds will be paid up to the total Department allocation as agreed to in the approved budget. Department funds are the first source after the application of fees and earmarked sources unless a specific local match condition exists.

C. Financial Status Report Submission

The Grantee must electronically prepare and submit FSRs to the Department via the EGrAMS website <http://egram-mi.com/mdhhs>.

FSRs must be submitted on a monthly basis, no later than 30 days after the close of each calendar month. The monthly FSRs must reflect total actual program expenditures, up to the total agreement amount. Adjustments should not be made to reported expenditures to account for any operational advance funding received. Failure to meet financial reporting responsibilities as identified in this Agreement may result in withholding future payments.

The Grantee representative who submits the FSR is certifying to the best of their knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of this Agreement. The individual submitting the FSR should be aware that any false, fictitious or fraudulent information, or the omission of any material facts, may subject them to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

The instructions for completing the FSR form are available on the EGrAMS website <http://egram-mi.com/mdhhs>. Send FSR questions to FSRMDHHS@michigan.gov.

D. Reimbursement Mechanism

All Grantees must register using the on-line vendor self-service site to receive all state of Michigan payments as Electronic Funds Transfers (EFT)/Direct Deposits, as mandated by MCL 18.1283a. Vendor registration information is available through the Department of Technology, Management and Budget's web site: <https://www.michigan.gov/sigmavss>.

E. Final Obligations and Financial Status Reporting Requirements**1. Obligation Report**

The Obligation Report, based on annual guidelines, must be submitted by the due date established by and using the format provided by the Department's Expenditures Operations Division. The Grantee must provide an estimate of unbilled expenditures for the entire Agreement period. The information on the report will be used to record the Department's year-end accounts payable and receivable for this Agreement.

2. Department-wide Payment Suspension

A temporary payment suspension is in effect on agreements during the Department's year-end closing period. The Department will notify the Grantee of the date by which FSRs should be submitted to ensure payment prior to the payment suspension period.

3. Final FSRs

Final FSRs are due 30 days following the end of the Agreement period. The final FSR must be clearly marked "Final." Final FSRs not received by the due date may result in the loss of funding requested on the Obligation Report and may result in a potential reduction in a subsequent year's Agreement amount.

F. Unobligated Funds

Any unobligated balance of funds held by the Grantee at the end of the Agreement period will be returned to the Department within 30 days of the end of the Agreement or treated in accordance with instructions provided by the Department.

G. Indirect Costs

The Grantee may use an approved federal or state indirect rate in their budget calculations and financial status reporting. If the Grantee does not have an existing approved federal or state indirect rate, they may use a 15% de minimis rate in accordance with 2 CFR 200 to recover their indirect costs. Subrecipients may elect to use the cost allocation method to account for indirect costs in accordance with § 200.405(d).

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.
- D. Immediately if the Department determines that Grantee fails or has failed to meet its obligations under Part 2 Section III. R.
- E. Immediately if the Grantee, as determined by the State, (i) endangers the value, integrity, or security of any facility, data, or personnel; or (ii) engages in any conduct that may expose the State to liability.
- F. Immediately by mutual agreement of both parties

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 return all State and federal data and 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, anyone directly or indirectly employed by the Grantee, or anyone performing activities at the direction of the Grantee under this agreement.
- 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.

- C. In the event of an incident the Grantee must:
1. Cooperate with the Department in investigating the occurrence, 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;
 2. In the case of unauthorized disclosure or breach of confidential information, at the Department's sole election, with approval and assistance from the Department, notify the affected individuals with comprised Personally Identifiable Information (PII) or Protected Health Information (PHI) as soon as practicable but no later than is required to comply with applicable law and provide third-party credit and identity monitoring services to each of the affected individuals 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;
 3. Perform or take any other actions required to comply with applicable law as a result of the occurrence including pay for: any costs associated with the occurrence, any costs incurred by the Department in investigating and resolving the occurrence, reasonable attorney's fees associated with such investigation and resolution.

XII. State of Michigan Agreement

This Agreement is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Agreement are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Agreement must be resolved in the Michigan Court of Claims. Complaints against the State must be initiated in Ingham County, Michigan. Grantee waives any objections, such as lack of personal jurisdiction or forum non conveniens. Grantee must appoint an agent in Michigan to receive service of process.

A Attachment A - Statement of Work

Objective : Build employee knowledge and skills to better address the needs of clients that have or have been exposed to COVID while remaining safe themselves.

Activity : Employee Training: Grantee personnel will have the opportunity to have advanced training to better service the unit's clients. Training will include safety education related to the COVID-19 Pandemic. Travel will be required to locations that offer a wide variety of COVID Safety Trainings.

Responsible Staff : VAP Staff

Date Range : 10/01/2024 - 09/30/2025

Expected Outcome : As a result of the training, employees will be able to provide clients with information and build their knowledge related to COVID safety. The employees will also be safer as a result of what they learned.

Measurement : The number of classes completed, and certifications obtained by staff participating in the training.

Objective : Build capacity of Victim Assistance Team by adding a PPO Advocate.

Activity : The PPO Advocate will travel from location to location within DPD under the Victim Assistance Unit. This is needed due to the PPO Offices at the City & County being closed to the public. Only on-line services are available due to the COVID-19 Pandemic. The PPO Advocate will report to an immediate supervisor.

Responsible Staff : VAP Staff

Date Range : 10/01/2024 - 09/30/2025

Expected Outcome : Increase in the number of PPOs issued as a result of increased capacity by training the Victim Assistance Unit.

Measurement : Compare the number of PPO referrals in past practice to the actual PPOs completed by the Advocate. It is anticipated that the number of PPOs completed will increase by 85% or more.

Objective : Provide victims with assistance in meeting everyday needs and remain safe.

Activity : Victims will have the opportunity to purchase everyday necessities, security door/lock changes, assistance for safety measures. Rideshare vouchers for transportation to COVID testing sites and COVID-related appointments.

Responsible Staff : VAP Staff

Date Range : 10/01/2024 - 09/30/2025

Expected Outcome : Increased number of victims tested for COVID and receiving care. Increased safety in victims' homes.

Measurement : Tracking logs will be completed to measure disbursement of items.

B1 Attachment B1 - Program Budget Summary

PROGRAM Supplemental FVPSA Mitigation - 2025			DATE PREPARED 8/30/2024		
CONTRACTOR NAME City of Detroit			BUDGET PERIOD From : 10/1/2024 To : 9/30/2025		
MAILING ADDRESS (Number and Street) 1301 Third Street 6th Floor			BUDGET AGREEMENT <input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment		AMENDMENT # 0
CITY Detroit	STATE MI	ZIP CODE 48226-2503	FEDERAL ID NUMBER 38-6004606		

	Category	Total	Amount	Cash	Inkind
DIRECT EXPENSES					
Program Expenses					
1	Salary and Wages	126,000.00	126,000.00	0.00	0.00
2	Fringe Benefits	15,132.00	15,132.00	0.00	0.00
3	Employee Travel and Training	18,087.00	18,087.00	0.00	0.00
4	Supplies and Materials	11,000.00	11,000.00	0.00	0.00
5	Subawards - Subrecipient Services	0.00	0.00	0.00	0.00
6	Contractual - Professional Services	1,500.00	1,500.00	0.00	0.00
7	Communications	0.00	0.00	0.00	0.00
8	Grantee Rent Costs	0.00	0.00	0.00	0.00
9	Space Costs	0.00	0.00	0.00	0.00
10	Capital Expenditures - Equipment & Other	0.00	0.00	0.00	0.00
11	Client Assistance - Rent	0.00	0.00	0.00	0.00
12	Client Assistance - All Other	0.00	0.00	0.00	0.00
13	Other Expenses	0.00	0.00	0.00	0.00
14	Volunteer Salary and Wages	0.00	0.00	0.00	0.00
15	Volunteer Fringe Benefits	0.00	0.00	0.00	0.00
16	Volunteer Training	6,591.00	6,591.00	0.00	0.00
Total Program Expenses		178,310.00	178,310.00	0.00	0.00
TOTAL DIRECT EXPENSES		178,310.00	178,310.00	0.00	0.00
INDIRECT EXPENSES					
Indirect Costs					
1	Indirect Costs	0.00	0.00	0.00	0.00
2	Cost Allocation Plan (CAP)	0.00	0.00	0.00	0.00
Total Indirect Costs		0.00	0.00	0.00	0.00

Category	Total	Amount	Cash	Inkind
TOTAL INDIRECT EXPENSES	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	178,310.00	178,310.00	0.00	0.00

SOURCE OF FUNDS

Category	Total	Amount	Cash	Inkind
1 Source of Funds				
MDHHS State Agreement	178,310.00	178,310.00	0.00	0.00
Fees and Collections - 1st and 2nd Party	0.00	0.00	0.00	0.00
Fees and Collections - 3rd Party	0.00	0.00	0.00	0.00
Local	0.00	0.00	0.00	0.00
Non-MDHHS State Agreements	0.00	0.00	0.00	0.00
Federal	0.00	0.00	0.00	0.00
Other	0.00	0.00	0.00	0.00
In-Kind	0.00	0.00	0.00	0.00
Volunteer	0.00	0.00	0.00	0.00
Federal Cost Based Reimbursement	0.00	0.00	0.00	0.00
Total Source of Funds	178,310.00	178,310.00	0.00	0.00
Totals	178,310.00	178,310.00	0.00	0.00

B2 Attachment B2 - Program Budget - Cost Detail Schedule

Line Item	Qty	Rate	Units	UOM	Total	Amount	Cash	Inkind
DIRECT EXPENSES								
Program Expenses								
1 Salary and Wages								
Outreach Worker Notes : The amounts on this line Trauma Advocate that is paid advocate that is paid \$50,000 per year.	1.0000	63000.000	0.000	FTE	63,000.00	63,000.00	0.00	0.00
Outreach Worker Notes : The amounts on this line Trauma Advocate that is paid advocate that is paid \$50,000 per year.	1.0000	63000.000	0.000	FTE	63,000.00	63,000.00	0.00	0.00
Total for Salary and Wages					126,000.00	126,000.00	0.00	0.00
2 Fringe Benefits								
FICA	0.0000	7.650	111672.000		8,543.00	8,543.00	0.00	0.00
Unemployment	0.0000	5.900	111672.000		6,589.00	6,589.00	0.00	0.00
Total for Fringe Benefits					15,132.00	15,132.00	0.00	0.00
3 Employee Travel and Training								
Training Registration	0.0000	0.000	0.000		2,800.00	2,800.00	0.00	0.00
Air Fare	0.0000	0.000	0.000		3,559.00	3,559.00	0.00	0.00
Lodging	0.0000	0.000	0.000		3,800.00	3,800.00	0.00	0.00
Mileage-121.25 per month Notes : We will pay mileage for the employees that are working on the grant. We will pay \$121.25	0.0000	0.000	0.000		1,455.00	1,455.00	0.00	0.00

Line Item	Qty	Rate	Units	UOM	Total	Amount	Cash	Inkind
per month for mileage.								
Per Diem-98.25 per unit	0.0000	0.000	0.000		1,473.00	1,473.00	0.00	0.00
Vehicle Lease	0.0000	0.000	0.000		5,000.00	5,000.00	0.00	0.00
Total for Employee Travel and Training					18,087.00	18,087.00	0.00	0.00
4 Supplies and Materials								
Office Furniture	0.0000	0.000	0.000		5,000.00	5,000.00	0.00	0.00
Office Supplies Notes : This amount includes \$750 per grant employee.	0.0000	0.000	0.000		1,500.00	1,500.00	0.00	0.00
Communication System Notes : We will purchase cable and drops that are necessary to improve our communication system.	0.0000	0.000	0.000		4,500.00	4,500.00	0.00	0.00
Total for Supplies and Materials					11,000.00	11,000.00	0.00	0.00
5 Subawards - Subrecipient Services								
6 Contractual - Professional Services								
Zoom licenses for private conferences Contact Details : Zoom 55 Almaden Blvd - Fl 6, San Jose,CA,95113, Phone : 8887999666	0.0000	0.000	0.000		1,500.00	1,500.00	0.00	0.00
7 Communications								
8 Grantee Rent Costs								
9 Space Costs								
10 Capital Expenditures - Equipment & Other								
11 Client Assistance - Rent								
12 Client Assistance - All Other								

	Line Item	Qty	Rate	Units	UOM	Total	Amount	Cash	Inkind
13	Other Expenses								
14	Volunteer Salary and Wages								
15	Volunteer Fringe Benefits								
16	Volunteer Training								
	Books	0.0000	0.000	0.000		2,587.00	2,587.00	0.00	0.00
	Training Manuals	0.0000	0.000	0.000		2,587.00	2,587.00	0.00	0.00
	Videoconferencing	0.0000	0.000	0.000		1,417.00	1,417.00	0.00	0.00
Total for Volunteer Training						6,591.00	6,591.00	0.00	0.00
Total Program Expenses						178,310.00	178,310.00	0.00	0.00
TOTAL DIRECT EXPENSES						178,310.00	178,310.00	0.00	0.00
INDIRECT EXPENSES									
Indirect Costs									
1	Indirect Costs								
2	Cost Allocation Plan (CAP)								
Total Indirect Costs						0.00	0.00	0.00	0.00
TOTAL INDIRECT EXPENSES						0.00	0.00	0.00	0.00
TOTAL EXPENDITURES						178,310.00	178,310.00	0.00	0.00

- B3** **Attachment B3 - Equipment Inventory Schedule**
[Attachment B3 - Equipment Inventory Schedule](#)
- C** **Attachment C - Performance Report Requirements**
[Attachment C - Performance/Progress Report Requirements](#)
- E** **Attachment E - Program Requirements**
[Attachment E - Program Specific Requirements](#)



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO - Development & Grants
FILE NUMBER: OCFO - Development & Grants-0535

*** RE:**

Submitting reso. auth. The Detroit Public Safety Foundation request to accept the Department of Neighborhoods (DoN) Media Specialist Grant

*** SUMMARY:**

The Knight Foundation has awarded the Detroit Public Safety Foundation (DPSF) with the Department of Neighborhoods (DoN) Media Specialist Grant in the amount of \$75,000.00. There is no match requirement. The total project cost is \$75,000.00.

*** RECOMMENDATION:**

The Detroit Public Safety Foundation request to accept the Department of Neighborhoods (DoN) Media Specialist Grant. The Knight Foundation has awarded the Detroit Public Safety Foundation (DPSF) with the Department of Neighborhoods (DoN) Media Specialist Grant in the amount of \$75,000.00. There is no match requirement. The total project cost is \$75,000.00.

*** 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

September 4, 2024

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

RE: The Detroit Public Safety Foundation request to accept the Department of Neighborhoods (DoN) Media Specialist Grant

The Knight Foundation has awarded the Detroit Public Safety Foundation (DPSF) with the Department of Neighborhoods (DoN) Media Specialist Grant in the amount of \$75,000.00. There is no match requirement. The total project cost is \$75,000.00.

The objective of the grant is to hire a Media Specialist. The funding allotted to DPSF will be utilized to support the development and production of engaging multimedia visuals for the Department's website and social media channels, as well as ensuring consistent branding and communication to reach a broad and diverse audience.

I respectfully ask your approval for DPSF to accept this 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



Office of Development and Grants

RESOLUTION

Council Member _____

WHEREAS, the Detroit Public Safety Foundation has been awarded a grant from the Knight Foundation, in the amount of \$75,000.00, to support the Department of Neighborhoods Media Specialist position; and

THEREFORE, BE IT RESOLVED that the Detroit Public Safety Foundation is hereby authorized to accept the Media Specialist Grant, from the Knight Foundation.

From: [Precious Johnson](#)
To: [Pennie Pellegrini](#)
Subject: Fwd: City of Detroit Dept of Neighborhoods - Media Specialist
Date: Wednesday, August 14, 2024 7:43:10 PM
Attachments: [Detroit Request- DAF.docx](#)

As promised. Reach out with any questions!

Get [Outlook for Android](#)

From: LaTrice McClendon <mcclendon@kf.org>
Sent: Tuesday, July 23, 2024 11:38:25 AM
To: Precious Johnson <Precious.Johnson@detroitmi.gov>
Cc: Raymond Solomon II <solomonr@detroitmi.gov>
Subject: [EXTERNAL] Re: City of Detroit Dept of Neighborhoods - Media Specialist

Ray,

Congratulations, we are going award \$75,000 for this media specialist role. Please feel out the form attached and send this back to me. Also, let's chat regarding outcomes and metrics of the new position.

All the best,

LaTrice

LaTrice McClendon
Director/Detroit
KNIGHT FOUNDATION
(313) 262-6914
mcclendon@kf.org
KF.org | @knightfdn

<https://calendly.com/mcclendon24/30>

From: Precious Johnson <Precious.Johnson@detroitmi.gov>
Date: Monday, June 17, 2024 at 3:20 PM
To: LaTrice McClendon <Mcclendon@kf.org>
Cc: Raymond Solomon II <solomonr@detroitmi.gov>
Subject: [Ext] City of Detroit Dept of Neighborhoods - Media Specialist

Good afternoon, Latrice.

I'm reaching out on behalf of the Department of Neighborhoods to explore possible funding opportunities. Raymond Solomon let me know you'd been in touch regarding his department's need for a digital storyteller/media specialist (see attached), and I'd like to discuss your thoughts and any feedback. Would you have time for a 30 minute for a call or video conference this week or next?

Many thanks in advance and I look forward to connecting,

Precious Johnson (she/her)
Fund Development Officer
City of Detroit
[Office of Development & Grants \(ODG\)](#)
Precious.Johnson@detroitmi.gov
Desk: (313) 628-5617 | Cell: (202) 509-2051

Michael E. Duggan, Mayor

Data Entry Key:

	Required Data	Description	For this Project
[1]	Fiscal Sponsor/ Partner Name	Full corporate name of the entity serving as the fiscal sponsor.	Detroit Public Safety Foundation (DPSF)
[2]	Fiscal Sponsor/ Partner Address	Address of the principal place of business for the entity serving as the fiscal sponsor.	1301 3rd Avenue Detroit, Michigan 48226
[3]	City Department Name	Name of the City department that is engaging the fiscal sponsor.	Department of Neighborhoods (DON)
[4]	City Department Address	Address of the principal place of business for the City department	2 Woodward Avenue Detroit, Michigan 48226
[5]	Grant Value or Cost Share Value	Value of the total funds to be managed by the fiscal sponsor. If arrangement involves funds from multiple foundations, provide the value of the funds from each source.	\$75,000 Knight Foundation (committed)
[6]	Foundation/ Funder Name	Name of the foundation that has awarded the grant funds to the fiscal sponsor. If arrangement involves multiple foundations, provide the name of each.	\$75,000 Knight Foundation (committed)
[7]	Project Objective - Short Description	Short (one sentence) description of the objective of the Project.	The DON will recruit and hire a Media Specialist to develop and lead digital content strategy for the City’s Department of Neighborhoods (DON).
[8]	Project Scope – Long Description	Longer description of the Project, including brief summary of its scope and any specific actions.	In collaboration with internal stakeholders, community leaders, and funding partners, the specialist will be responsible for executing creative, compelling, and consistent storytelling about events, initiatives, and programmatic success at the neighborhood level. This work will include producing engaging multimedia visuals (photography, videos, etc.) for the Department’s website and social media channels, as well as ensuring consistent branding and communication to reach a broad and diverse audience.
[9]	Fiscal Sponsor Retainer	Value of the portion of the grant funds that the fiscal sponsor will retain as compensation for its fiscal sponsorship activities. If no retainer, then subsection 3.B.(iii) can be deleted. Fiscal sponsor retainer should be provided as a total dollar amount and percentage. Example: “\$2,000.00 – 2.5% Fee.”	\$75,000 Knight Foundation (committed) - 5% fee of total award
[10]	Minimum MOA or Cost Share Agreement Term	Minimum MOA term should be long enough to cover the term of the grant and duration of the Project (End Date should be no later than Grant End Date).	TBD, grant agreement pending
[11]	Fiscal Sponsor/Partner Point of Contact Name	Name of the primary point of contact for the fiscal sponsor. Person should be an individual with authority in the fiscal sponsor and control over the Project (director, project manager, etc.)	Carter Drewry, Director of Communications, Grants and Administration

[12]	Fiscal Sponsor/ Partner Point of Contact Email	Email address for the fiscal sponsor’s point of contact.	cdrewry@detroitpublicsafety.org
[13]	City Point of Contact Name	Name of the primary point of contact for the City department. Person should be an individual with authority in the fiscal sponsor and control over the Project (director, project manager, etc.)	Raymond Solomon, Director
[14]	City Point of Contact Email	Email address for the City department’s point of contact.	solomonr@detroitmi.gov
[15]	Total sub-grant or Cost Share dollar value	Enter the funding amount to be transferred from the fiscal sponsor to the City (difference of [5] Grant Value – [9] Fiscal Sponsor Retainer)	\$71,250 Knight Foundation
[16]	Subaward	<p>Will this funding be passed-through to the City?</p> <p>If yes, will the City be required to submit invoices to the fiscal sponsor for reimbursement?</p>	No



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO - Development & Grants
FILE NUMBER: OCFO - Development & Grants-0537

*** RE:**

Submitting reso. auth. Request to Accept and Appropriate the FY 2024 Michigan Brownfield Redevelopment Program Grant

*** SUMMARY:**

The Michigan Department of Environment, Great Lakes, and Energy (EGLE) has awarded the City of Detroit Buildings, Safety Engineering and Environmental Department with the FY 2024 Michigan Brownfield Redevelopment Program Grant for a total of \$1,000,000.00. There is no match requirement. The total project cost is \$1,000,000.00.

*** RECOMMENDATION:**

Request to Accept and Appropriate the FY 2024 Michigan Brownfield Redevelopment Program Grant. The Michigan Department of Environment, Great Lakes, and Energy (EGLE) has awarded the City of Detroit Buildings, Safety Engineering and Environmental Department with the FY 2024 Michigan Brownfield Redevelopment Program Grant for a total of \$1,000,000.00. There is no 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

September 10, 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 Michigan Brownfield
Redevelopment Program Grant**

The Michigan Department of Environment, Great Lakes, and Energy (EGLE) has awarded the City of Detroit Buildings, Safety Engineering and Environmental Department with the FY 2024 Michigan Brownfield Redevelopment Program Grant for a total of \$1,000,000.00. There is no match requirement. The total project cost is \$1,000,000.00.

The objective of the grant is to facilitate the redevelopment of 18 vacant parcels located in the City of Detroit. The funding allotted to the department will be utilized to provide assessments, due care, and remediation for contaminated sites located within the Preserve on Ash III Project. This is a reimbursement grant

If approval is granted to accept and appropriate this funding, the appropriation number is 21384.

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

Sincerely,

DocuSigned by:
Jeri Daniels
4D2BEEE23C8D489...

Terri Daniels
Director, Office of Development and Grants

CC:
Sajjiah Parker, Assistant Director, Grants

DocuSigned by:
Matthew Spayth
17E14C346551467...
Office of Budget

DocuSigned by:
Cheryl Smith-Williams
B8CAE73E1C57487...
**Agreement Approved as to Form
By the Law Department**



Office of Development and Grants

RESOLUTION

Council Member _____

WHEREAS, the Buildings, Safety Engineering and Environmental Department is requesting authorization to accept a grant of reimbursement from the Michigan Department of Environment, Great Lakes, and Energy (EGLE), in the amount of \$1,000,000.00, to facilitate the redevelopment of 18 vacant parcels located in the Preserve on Ash II Project site; 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 21384, in the amount of \$1,000,000.00, for the FY 2024 Michigan Brownfield Redevelopment Program Grant.



BROWNFIELD GRANT AGREEMENT
BETWEEN THE
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
AND THE CITY OF DETROIT

This Grant Agreement ("Agreement") is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Remediation and Redevelopment Division ("State"), and **city of Detroit** ("Grantee").

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to Clean Michigan Initiative Implementation, Public Act 196, of Act 451 of 1994 as amended. This Agreement is subject to the terms and conditions specified herein.

PROJECT INFORMATION:

Project Name: Preserve on Ash III	Location Code: 6L80
Amount of grant: \$1,000,000	Tracking Code: 2024-2561
Start Date: Date executed by the State	End Date: Three Years after Start Date

GRANTEE CONTACT INFORMATION:

Name/Title: Crystal Rogers, General Manager
Organization: Buildings, Safety, Engineering, and Environmental Department
Address: 2 Woodward Avenue, Suite 401
City, State, ZIP: Detroit, Michigan 48226
Phone Number: 313-471-5115
E-Mail Address: gilbertcr@detroitmi.gov
Federal ID Number: 38-6004606
SIGMA Vendor Number: VS0176581

STATE’S CONTACT INFORMATION:

Name/Title: Abbie Hanson, Brownfield Coordinator
Division/Bureau/Office: Remediation and Redevelopment Division
Address: 525 West Allegan Street
City, State, ZIP: Lansing, Michigan 48933
Phone Number: 906-202-1285
E-Mail Address: HansonA2@Michigan.gov

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

FOR THE GRANTEE:

	Crystal Rogers, General Manager	
_____ Signature	_____ Name/Title	_____ Date

FOR THE STATE:

	Mike Neller, Director	
_____ Signature	_____ Name/Title	_____ Date

I. PROJECT SCOPE

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

III. CHANGES

Any changes to this Agreement other than budget line item revisions 20 percent or less of the total Agreement amount shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit quarterly progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

Reporting Period	Due Date
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	Before October 15*
October 1 – December 31	January 31

*Due to the State’s year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending

September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page 1. All required supporting documentation for expenses must be included with the report as outlined in Appendix A.

(B) The Grantee shall provide a final project report in a format prescribed by the State. The Grantee shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days from the End Date of the Agreement.

(C) The Grantee must provide electronic copies of all products and deliverables in accordance with Appendix A.

(D) All products shall acknowledge that the project was supported in whole or in part by EGLE, per the guidelines provided by the program.

(E) If 15 percent (15%) or more of the grant amount is expended in a single quarter, payment requests may be submitted once monthly during that quarter.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

VII. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VIII. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

IX. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XI. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with federal funds, then in accordance with 2 CFR 200, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at www.SAM.gov to verify that its agents, 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 the state.
- (2) Have not within a three-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) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- (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 subsection (2).
- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of five years after the final payment has been issued to the Grantee by the State.

XVI. INSURANCE

- (A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.
- (B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

XVIII. COMPENSATION

- (A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.
- (B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement, unless otherwise specified in Appendix A.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self Service web site (<https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>).

(F) An amount equal to ten percent (10%) of the grant award will be withheld by the State until the project is completed in accordance with Section XIX, Closeout, and Appendix A.

XIX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

XX. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the grantee for any further charges to the grant.

XXI. TERMINATION

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.

- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
- d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
- e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d above, and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

(2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
- c. Convicted under State or federal antitrust statutes; or
- d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XXII. IRAN SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

XXIII. ACCESS AGREEMENTS

A voluntary access agreement or court-ordered access must be secured by the Grantee prior to performance of the scope of work described in Appendix A for any portion of the project area or property where grant activities will be undertaken and that is not owned by the Grantee. Evidence of access must be provided to the State at its request.

XXIV. GRANT ADMINISTRATION

Grant Administration costs are eligible for reimbursement in accordance with Appendix A. Grant administration costs will be limited to three percent (3%) of the total award amount.

XXV. INELIGIBLE EXPENSES

Although the following costs may be related to the scope of work described in Appendix A, the following are ineligible for reimbursement under the grant:

Office equipment; software; insurance; taxes, except sales taxes; replacement or purchase of equipment; drinking water supply replacement, defined as but is not limited to, providing bottled water, constructing a new well, and extending or constructing a water supply system; operation and maintenance of long term response and due care activities; restoration of property or infrastructure, unless included in Appendix A; fees for attorneys or legal advice except for administrative or management costs directly related to implementing the grant; grant recipient staff time for application submittal; costs for eligible activities reimbursed under the Brownfield Redevelopment Financing Act, 1996 Public Act 381, as amended (Act 381); costs incurred for activities outside a State-approved work plan; labor overtime rates; and training.

Travel costs for either vehicle use or vehicle mileage will be reimbursed, but not both. Vehicle mileage will be reimbursed at a maximum of the federal rate allowed by the Internal Revenue Service at the time the costs are incurred.

Fees, such as those incurred for state or local permits; underground storage tank registration; late fees; or other fees may be eligible at the State's discretion. Other expenses may be determined ineligible in the course of invoice reviews.

XXVI. BIDS, CONTRACTORS

(A) For contracts for work performed under this agreement that totals \$20,000 or more, the Grantee shall provide, or cause to be provided, the qualifications of the selected contractor(s) to the State. The State reserves the right to object to the selected contractor(s) or their qualifications. If the State has objections, it will inform the Grantee in writing within 30 days of receipt of the selected contractor's qualifications.

(B) For any contract for work performed under this agreement that totals \$20,000 or more, except professional services, the Grantee shall solicit, or cause to be solicited, bids from at least three qualified contractors. The way in which bids or requests for quotes (RFQs) are solicited must be done in a manner acceptable to the Grantee. The Grantee shall provide the State copies of the bid specifications, proof of bid solicitation to at least three qualified contractors, copies of all bids received, a bid tabulation, and a written contractor recommendation. If the contractor that submitted the lowest bid is not the contractor selected, the Grantee must submit written justification for the selection.

(C) Any contractor(s) retained for corrective action on regulated underground storage tanks shall be a qualified underground storage tank consultant that meets the requirements of Section 21325 of Part 213, Leaking Underground Storage Tanks of the NREPA.

(D) Any contractor(s) and professionals retained with state funds must possess appropriate qualifications, experience, licensing, and insurance for the work including but not limited to, surveying; engineering; asbestos, lead, mold, and hazardous material abatement; and transport, storage, and disposal of hazardous and non-hazardous waste.

(E) Subsurface work on contaminated properties that involves penetrating or disturbing the existing surfaces; working with subsurface infrastructure, monitoring wells, or sewers; handling of existing soil, sediments, or groundwater; or other site activities with the reasonable potential for unacceptable human exposure must be conducted by personnel in accordance with OSHA and MIOSHA requirements, including under HAZWOPER, MIOSHA-STD-1216 and 29 CFR 1910.120, as applicable.

(F) Contractor markup on subcontractors and equipment is limited to a maximum of ten percent (10%) of the original cost, and subject to approval by the State.

XXVII. WORK PLANS AND PROJECT IMPLEMENTATION

(A) Prior to conducting any activities under the Agreement, the Grantee or its contractor shall submit a detailed work plan to the State for its approval. Work plans must include a description of the proposed activities, a budget, and a schedule for conducting the activities under Appendix A. A supplementary work plan, budget, and schedule are required for each subsequent phase of work. The Grantee and its contractor shall not proceed with grant-funded activities until the State approves the work plan, budget, and schedule in writing. The State may approve, modify and approve, or require amendments to the work plan.

(B) The Grantee or its contractor shall implement the work plan upon the State's written approval and according to the schedules contained therein. Changes or additions to the work plan may be submitted in writing and are subject to approval by the State. Changes to work plans without prior approval from the State, or performance of activities that are not part of an approved work plan or an amendment to a work plan, may result in the Grantee being responsible for payment of unapproved activities.

XXVIII. ECONOMIC DEVELOPMENT

(A) The Grant Recipient acknowledges by its signature of this Agreement that there have been no material changes in the economic development proposal, property ownership, or other conditions of the property or project since the date the grant funds were awarded.

(B) In the event the proposed development changes or is not implemented, the Grantee shall immediately notify the State in writing and shall try to secure a new development project for the property. The Grantee shall then notify the State in writing of the proposed development. The alternate development project is also subject to approval by the State.

XXIX. OTHER TERMS AND CONDITIONS

(A) The State may withhold the grant until the State determines that the Grantee is able to proceed with the project scope described in Appendix A, pursuant to Part 196, Section 19612(3), of the NREPA.

(B) Following completion of the project, the State may conduct compliance inspections to determine whether the project is being maintained for the use specified in this Agreement.

(C) The Grantee acknowledges, by signature of this Agreement, that the State is not obligated to

provide additional funding beyond the Agreement amount should additional environmental costs be necessary to complete the project.

(D) If necessary to allow for completion of the project, the Grantee and State may mutually agree to extend the term of the Agreement. Agreement extensions should be requested by the Grantee or the State in writing, prior to the Agreement end date. This Agreement may only be extended by a signed agreement between both parties.

If you need this information in an alternate format, contact EGLE-Accessibility@Michigan.gov or call 800-662-9278.

EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations. Questions or concerns should be directed to the Nondiscrimination Compliance Coordinator at EGLE-NondiscriminationCC@Michigan.gov or 517-249-0906.

This form and its contents are subject to the Freedom of Information Act and may be released to the public.

APPENDIX A



APPENDIX A

for BROWNFIELD REDEVELOPMENT GRANT / LOAN AGREEMENT

Project Details			
Project Name and Address	Preserve on Ash III 3045 – 3081 14 th Street, 3084 – 3106 15 th Street, and 3043 – 3107 16 th Street Detroit, Michigan 48208	Grantee / Borrower	City of Detroit
Tracking Code	2024-2561	Location Code	6L80
Capital Investment	\$29,000,000	Jobs Created	3 full-time equivalent
Total Grant Funding	\$1,000,000	Total Loan Funding	\$0

PROJECT DESCRIPTION:

The grant will be used to facilitate the redevelopment of 18 vacant parcels in the city of Detroit. The development will consist of four residential buildings with 60 total units of affordable housing.

The properties include former residential parcels with historic demolitions. Soils and fill on site are contaminated with metals and PNAs. Grant funding will be used to address contaminated soil encountered during construction and install vapor mitigation systems in the new buildings being constructed, if necessary.

ANTICIPATED SCOPE OF WORK / BUDGET: The scope of work will take place within the project boundaries identified in Figure 1 and includes the following activities to facilitate the safe reuse of the property:

1. Assessment and investigation including, but not limited to Phase I Environmental Site Assessments and Baseline Environmental Assessment activities.
2. Due care including, but not limited to preparation of a documentation of due care compliance, design, additional investigation, installation and commissioning of a vapor mitigation system, and the transportation and disposal of contaminated soil generated from construction activities.
3. To request closeout of the grant, the Grantee must provide a comprehensive grant closeout report in the format provided by the Department of Environment, Great Lakes, and Energy (EGLE). The report will include a summary of each activity completed under the grant, relevant documentation, and any outstanding deliverables.

4. During the time of the grant funded activities, the Grantee is required to install a full color, 48” by 96” grommeted vinyl sign, or equivalent, on the property displaying the EGLE logo. An image file with the sign design will be provided to the Grantee by the brownfield coordinator.
5. Contingency for unanticipated conditions that may be encountered during the performance of eligible activities. Contingency will not be utilized without authorization from EGLE.

PROJECT BUDGET	
Task	Grant
1. Assessment and Investigation	\$75,000
2. Due Care	\$769,500
3. EGLE Grant Closeout Report	\$5,000
4. EGLE Sign	\$500
5. Contingency	\$150,000
Total	\$1,000,000

In addition to the broad budget items above, the grant may be used for work plan and budget development, bid solicitation, technical specifications, oversight, project management, reporting and other task related activities approved by the EGLE brownfield coordinator. Operation and maintenance plans must be prepared for any engineering controls implemented with the grant funding. Except as provide below, all grant-eligible work, including tasks not listed above, must be approved in advance. Work completed without an approved work plan may not be eligible for grant reimbursement.

The EGLE sign budget is approved upon signature of this agreement. A pre-approved budget amount for work plan development is provided that includes up to \$3,000 per work plan. If development of a work plan is expected to cost more than the pre-approved budget, the anticipated cost to develop the work plan must be approved by the brownfield coordinator in advance, or the excess cost will not be eligible for reimbursement. Work plan development will be paid for under the appropriate budget items listed above. Refer to EGLE’s Brownfield Eligible Activity Resource document when preparing the work plan.

Progress reports must be submitted quarterly and include invoices for expenses incurred during the quarter. If no expenses were incurred, submission of a progress report is still required.

Project deliverables for activities paid for by the grant must be provided to EGLE throughout the course of the grant. Deliverables may include, but are not limited to, bid documentation as required by the agreement, invoices and appropriate backup documentation for reimbursement, technical reports, and summaries of activities completed under the grant (including dates, quantities, transport and/or disposal documentation, monitoring summaries, photos, logs, figures/as built drawings/site plans,

data/analytical results, or other relevant documentation.) A copy of EGLE’s Brownfield Grant and Loan Deliverable Resource will be provided during the Kick-Off Meeting or can be requested at any time.

Ten percent of the grant award or amount spent will be retained by EGLE until the project is complete, including receipt of all deliverables, closeout reporting, and documentation that the vapor mitigation systems, if necessary, are fully commissioned and operating as designed.

SCHEDULE: Work under the contingency task will be completed as necessary. Following the start of the agreement, the remaining tasks are anticipated to be conducted in the timeframes described below.

Task #	Task	Schedule (Months following signed agreement)
1	Assessment and Investigation	Months 1-6
2	Due Care	Months 6-36
3	EGLE Grant Closeout Report	Month 36

A more detailed schedule for above tasks shall be provided by the Grantee within the project work plans.

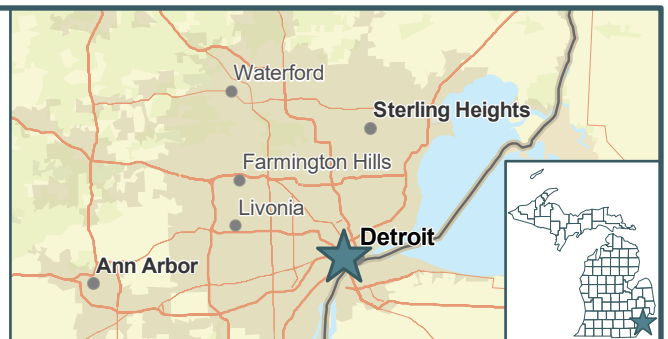
Preserve on Ash III



MICHIGAN
BROWNFIELD
 REDEVELOPMENT
 PROGRAM

**3045-3081 14th Street,
 3084-3106 15th Street
 3043-3075, 3087-3107 16th Street
 Detroit 48216**

 Project Boundary





DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO - Development & Grants
FILE NUMBER: OCFO - Development & Grants-0541

*** RE:**

Submitting reso. auth. Authorization to submit a grant application to the U.S. Department of Homeland Security for the FY 2024 Swift Repetitive Loss Grant.

*** SUMMARY:**

The Buildings, Safety Engineering and Environmental Department is hereby requesting authorization from Detroit City Council to submit a grant application to the U.S. Department of Homeland Security for the FY 2024 Swift Repetitive Loss Grant. The amount being sought is \$293,040.00.00. There is no City match requirement.

*** RECOMMENDATION:**

Authorization to submit a grant application to the U.S. Department of Homeland Security for the FY 2024 Swift Repetitive Loss Grant. The Buildings, Safety Engineering and Environmental Department is hereby requesting authorization from Detroit City Council to submit a grant application to the U.S. Department of Homeland Security for the FY 2024 Swift Repetitive Loss Grant. The amount being sought is \$293,040.00.00. There is no City match requirement.

*** 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

September 6, 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 2024 Swift Repetitive Loss Grant

The Buildings, Safety Engineering and Environmental Department is hereby requesting authorization from Detroit City Council to submit a grant application to the U.S. Department of Homeland Security for the FY 2024 Swift Repetitive Loss Grant. The amount being sought is \$293,040.00.00. There is no City match requirement.

The FY 2024 SWIFT Repetitive Loss Grant will enable the department to:

- Install backflow valves, elevate appliances, reroute gutters and make other flood proofing improvements to eligible property owners that are included on the Federal Emergency Management Agency Flood Mitigation Assistance list.

If awarded, property owners will be responsible for 10% of the flood mitigation expenses.

We respectfully request your approval to submit the grant application by adopting the attached resolution.

Sincerely,

DocuSigned by:

4D2BEEE23C8D489...

Terri Daniels
Director of Grants, Office of Development and Grants

CC:
Sajjiah Parker, Assistant Director, Grants



Office of Development and Grants

RESOLUTION

Council Member _____

WHEREAS, the Buildings, Safety Engineering and Environmental Department has requested authorization from City Council to submit a grant application to the U.S. Department of Homeland Security, for the FY 2024 Swift Repetitive Loss Grant, in the amount of \$293,040.00, to install backflow valves, elevate appliances, reroute gutters and make other flood proofing improvements to eligible property owners that are included on the Federal Emergency Management Agency Flood Mitigation Assistance list; now

THEREFORE, BE IT RESOLVED, the Buildings, Safety Engineering and Environmental Department is hereby authorized to submit a grant application to the U.S. Department of Homeland Security for the FY 2024 Swift Repetitive Loss Grant.



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

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

Grant Application Request Form (GARF)

In order to secure the Office of Development and Grants (ODG) approval required under Section 17-4-2 of the Detroit City Code, this form is to be filled out by City Departments as soon as possible upon learning of an opportunity that the Department would like to pursue. This form must be signed and submitted not later than 20 business days prior to the application deadline.

Please submit this form to the following ODG staff: Sajjiah Parker, Assistant Director, parkersa@detroitmi.gov and the Department/Project assigned Development Officer.

City Department	BSEED
Date	8/23/24
Department Contact Name	Crystal Rogers
Department Contact Phone	313-471-5115
Department Contact Email	gilbertcr@detroitmi.gov
Grant Opportunity Title	SWIFT 2024
Grant Opportunity Funding Agency	FEMA
Web Link to Opportunity Information	https://www.fema.gov/grants/mitigation/flood-mitigation-assistance/swift-current
Award Amount (that Department will apply for)	\$293,040
Application Due Date	8/24/24
Anticipated Proposed Budget Amount	\$325,600
City Match Contribution Amount	N/A 10% match provided by property owners
Source of City Match (include Appropriation Number, Cost Center, and Object Code)	
List of programs/services/activities to be funded and the Budget for each <i>Sample:</i> - ABC Afterschool program: \$150,000 - XYZ Youth leadership program: \$100,000 - Salary/Benefits: \$95,000 - Supplies: \$5,000	Install backflow valves, elevate appliances, reroute gutters and make other flood proofing improvements to eligible property owners
Brief Statement of Priorities/Purpose for the Application <i>Sample: To support expansion of promising youth development programs in MNO neighborhood.</i>	Prevent further basement back up and and flood mitigation to properties on FEMA's list
Key Performance Indicators to be Used to Measure the Programs/Services/Activities <i>Sample:</i> # of kids newly enrolled in ABC and XYZ % of kids from ABC who demonstrate improved educational performance	Improvements completed on schedule Reduced damage to property and loss of personal goods

David Bell

Director's Name (Please Print)

Director's Signature

8/24/24

Date



DEPARTMENTAL SUBMISSION

DEPARTMENT: OCFO - Development & Grants
FILE NUMBER: OCFO - Development & Grants-0542

*** RE:**

Submitting reso. auth. Authorization to submit a grant application to the U.S. Department of Homeland Security for the FY 2024 Swift Severe Repetitive Loss Grant.

*** SUMMARY:**

The Buildings, Safety Engineering and Environmental Department is hereby requesting authorization from Detroit City Council to submit a grant application to the U.S. Department of Homeland Security for the FY 2024 Swift Severe Repetitive Loss Grant. The amount being sought is \$131,040.00. There is no City match requirement. The total project cost is \$131,040.00.

*** RECOMMENDATION:**

Authorization to submit a grant application to the U.S. Department of Homeland Security for the FY 2024 Swift Severe Repetitive Loss Grant. The Buildings, Safety Engineering and Environmental Department is hereby requesting authorization from Detroit City Council to submit a grant application to the U.S. Department of Homeland Security for the FY 2024 Swift Severe Repetitive Loss Grant. The amount being sought is \$131,040.00. There is no City match requirement. The total project cost is \$131,040.00.

*** DEPARTMENTAL CONTACT:**

Name: Jalesa Beck
Position: Program Analyst

***=REQUIRED**



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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

September 9, 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 2024 Swift Severe Repetitive Loss Grant

The Buildings, Safety Engineering and Environmental Department is hereby requesting authorization from Detroit City Council to submit a grant application to the U.S. Department of Homeland Security for the FY 2024 Swift Severe Repetitive Loss Grant. The amount being sought is \$131,040.00. There is no City match requirement. The total project cost is \$131,040.00.

The FY 2024 SWIFT Severe Repetitive Loss Grant will enable the department to:

- Install backflow valves, elevate appliances, reroute gutters and make other flood proofing improvements to eligible property owners that are included on the Federal Emergency Management Agency Flood Mitigation Assistance list.

We respectfully request your approval to submit the grant application by adopting the attached resolution.

Sincerely,

DocuSigned by:
Terri Daniels
4D2BEE23C8D489...

Terri Daniels
Director of Grants, Office of Development and Grants

CC:
Sajjiah Parker, Assistant Director, Grants



Office of Development and Grants

RESOLUTION

Council Member _____

WHEREAS, the Buildings, Safety Engineering and Environmental Department has requested authorization from City Council to submit a grant application to the U.S. Department of Homeland Security, for the FY 2024 Swift Severe Repetitive Loss Grant, in the amount of \$131,040.00, to install backflow valves, elevate appliances, reroute gutters and make other flood proofing improvements to eligible property owners that are included on the Federal Emergency Management Agency Flood Mitigation Assistance list; now

THEREFORE, BE IT RESOLVED, the Buildings, Safety Engineering and Environmental Department is hereby authorized to submit a grant application to the U.S. Department of Homeland Security for the FY 2024 Swift Severe Repetitive Loss Grant.



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

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 2 WOODWARD AVENUE, SUITE 1026
 DETROIT, MICHIGAN 48226
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Grant Application Request Form (GARF)

In order to secure the Office of Development and Grants (ODG) approval required under Section 17-4-2 of the Detroit City Code, this form is to be filled out by City Departments as soon as possible upon learning of an opportunity that the Department would like to pursue. This form must be signed and submitted not later than 20 business days prior to the application deadline.

Please submit this form to the following ODG staff: Sajjiah Parker, Assistant Director, parkersa@detroitmi.gov and the Department/Project assigned Development Officer.

City Department	BSEED
Date	8/23/24
Department Contact Name	Crystal Rogers
Department Contact Phone	313-471-5115
Department Contact Email	gilbertcr@detroitmi.gov
Grant Opportunity Title	SWIFT 2024
Grant Opportunity Funding Agency	FEMA
Web Link to Opportunity Information	https://www.fema.gov/grants/mitigation/flood-mitigation-assistance/swift-current
Award Amount (that Department will apply for)	\$131040.
Application Due Date	8-24-23
Anticipated Proposed Budget Amount	\$131,040
City Match Contribution Amount	0
Source of City Match (include Appropriation Number, Cost Center, and Object Code)	N/A
List of programs/services/activities to be funded and the Budget for each <i>Sample:</i> - ABC Afterschool program: \$150,000 - XYZ Youth leadership program: \$100,000 - Salary/Benefits: \$95,000 - Supplies: \$5,000	Install backflow valves and elevate appliances in eligible homes on FEMA's Repetitive Loss list.
Brief Statement of Priorities/Purpose for the Application <i>Sample: To support expansion of promising youth development programs in MNO neighborhood.</i>	To mitigate flooding damage going forward
Key Performance Indicators to be Used to Measure the Programs/Services/Activities <i>Sample:</i> # of kids newly enrolled in ABC and XYZ % of kids from ABC who demonstrate improved educational performance	Projects completed on time and within budget Basement back up and flooding reduced

David Bell

Director's Name (Please Print)

Director's Signature

8/23/24

Date