

## **RESOLUTION**

**BY COUNCIL MEMBER \_\_\_\_\_:**

**Whereas,** The City of Detroit filed numerous lawsuits against Dennis Kefallinos requesting the Wayne County Circuit Court (“WCCC”) to declare said properties to be a public nuisance.

**Whereas,** Dennis Kefallinos filed numerous lawsuits against the City of Detroit requesting the WCCC to enter a Temporary Restraining Order (“TRO”) against the City of Detroit wherein the City sought to demolish a structure as it had been deemed a danger to the public by duly enacted Order of Demolition (“ODM”) by this Honorable Body.

**Whereas,** WCCC Judge Leslie Kim Smith entered an Order referring the thirteen lawsuits and an additional ninety-five (95) properties for Facilitation to retired USDC Judge Victoria Roberts on or about September 20, 2024.

**Whereas,** the parties Facilitated these matters with retired USDC Judge Victoria Roberts for four months and reached a consent agreement encompassing all one-hundred eight (108) properties.

**Whereas,** the Parties agree and Court orders that:

1. Five (5) properties assigned to Attorney Richardo Kilpatrick as Receiver to make a final determination as to whether properties will be demolished or developed. **(See attached Consent Agreement, ¶2; and Exhibit A to Consent Agreement).**
2. Kefallinos must demolish 4545 Beniteau by July 30, 2025. **(See attached Consent Agreement, ¶4).**
3. Kefallinos must complete BSEED and GSD requirements for 102 properties by September 30, 2025. **(See attached Consent Agreement, ¶6; and Exhibit B to Consent Agreement).**
4. The City of Detroit will terminate Orders of Demolition for properties listed in *Exhibit A* pursuant to the Receiver’s future decision, and for properties in *Exhibit B* pursuant to any certifications issued by BSEED and GSD resulting from re-inspections. **(See attached Consent Agreement, ¶2, ¶6, ¶7; See Exhibits A and B to Consent Agreement).**
5. BSEED will only issue Emergency Correction Orders for any and all properties in *Exhibits A and B* during the performance period. **(See attached Consent Agreement, ¶8).**
6. Kefallinos is required to pay any and all real estate taxes upon all of the properties contained in *Exhibits A and B* throughout the life of the Consent Agreement. The City negotiated this

term to ensure Kefallinos does not forfeit the properties during the CA term and then attempt to repurchase said properties at a Wayne County Auction. (See *attached Consent Agreement, ¶20*).

7. The parties will meet every six (6) weeks to discuss performance. (See *attached Consent Agreement, ¶21*).
8. The Court will retain jurisdiction to enforce the terms of the CA.
9. Subject only to the terms of the CA, all claims in the case are dismissed.
10. The CA will resolve the last pending claim and closes the case.

**RESOLVED**, that settlement of the above matter be and is hereby authorized by approval of a Consent Agreement (“CA”) relevant to the thirteen (13) cases in litigation and the additional ninety-five (95) properties which shall provide in substantial form as follows:

1. The City of Detroit shall monitor the compliance of Dennis Kefallinos, Julian Kefallinos and corporate entities controlled by the Kefallinos organization according to the Consent Agreement.
2. The City of Detroit will dismiss tickets pending at the Department of Appeals and Hearings (“DAH”) associated with each property listed within the Consent Agreement only after Law, BSEED and GSD certifies the Consent Agreement is complied with by Dennis Kefallinos and Kefallinos controlled corporate entities.
3. The Law Department, BSEED and GSD will monitor compliance with this Consent Agreement throughout the performance periods for all properties in, both, *Exhibits A and B* to the Consent Agreement.