



**PLANNING AND  
DEVELOPMENT DEPARTMENT**

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June 11, 2025

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

**RE: Amendment to Development Agreement  
Midtown West Project**

Honorable City Council:

Pursuant to the Resolution adopted by your Honorable Body on November 20, 2018, the City of Detroit (“**City**”) and PDH Development Group LLC, a Michigan limited liability company; PDH Parcel 1 LLC, a New York limited liability company; and PDH Parcel 4 LLC, a New York limited liability company (collectively “**Developer**”), are parties to a certain Development Agreement dated December 17, 2018, and as amended by that certain Amendment No. 1 to Development Agreement dated December 21, 2021 (collectively the “**Development Agreement**”), regarding the sale and redevelopment of real property commonly known as 831 Selden, 931 Selden, 830 Brainard, and 900 Tuscola (formerly referred to as 3701 Fourth Street) Detroit, Michigan 48201 (“**Property**”).

The Developer successfully completed the first phase of redeveloping the Property by constructing twenty-six (26) market-rate rental units and 3,000 square feet of ground-floor retail space at 831 Selden Street. The second phase of redevelopment of the Property at 3701 Fourth Street has received an allocation of Low Income Housing Tax Credits and project financing for this phase is scheduled to close later this year. Once redeveloped, this phase of the project will include sixty-seven (67) affordable rental units which will be affordable to families earning between 30% and eighty 80% of Area Median Income. Development plans for 931 Selden include between fifty (50) and seventy-five (75) multifamily rental units targeted for workforce housing with 1,000 square feet of retail space on the ground floor. Development plans for 830 Brainard include construction of between fifteen (15) and twenty (20) for-sale townhomes targeted for workforce housing.

The Planning and Development Department (“**P&DD**”) and Developer have negotiated an amendment to the Development Agreement to revise the Development Plan attached to the original Development Agreement with a plan that reflects the revised plans for the project and to extend the deadline of construction commencement and completion of the remaining phases of the project. Of note, the sixty-seven (67) affordable units at 3701 Fourth Street, which includes affordable units as deep as 30% of Area Median Income, significantly exceeds the original affordable housing commitments made by the Developer in 2018, thanks in part to the low income housing tax credits allocated to the project and other sources of public funds.

We hereby request that your Honorable Body adopt the attached resolution authorizing an amendment to the Development Agreement to substitute the original Development Plan of the

Development Agreement with the revised Development Plan attached as Exhibit A hereto and to extend the construction deadlines as outlined above.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Alexa Bush', with a long horizontal stroke extending to the right.

Alexa Bush

Director

Planning and Development Department

cc: Malik Washington, Mayor's Office

## RESOLUTION

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

**WHEREAS**, the City of Detroit (“City”) and PDH Development Group LLC, a Michigan limited liability company; PDH Parcel 1 LLC, a New York limited liability company; PDH Parcel 4 LLC, a New York limited liability company (collectively “Developer”), are parties to that certain Development Agreement dated December 17, 2018, as amended by that certain Amendment No. 1 to Development Agreement dated December 21, 2021 (the “Development Agreement”) regarding the sale and subsequent development of real property commonly known 831 Selden Street, 931 Selden Street, 830 Brainard Street, and 900 Tuscola Street (formerly referred to as 3701 Fourth Street) Detroit, Michigan 48201, (the “Property”); and

**WHEREAS**, Developer has constructed one structure on the Property providing market rate housing and retail space to residents of the City of Detroit; and

**WHEREAS**, the City and Developer wish to extend certain deadlines in the Development Agreement, to accommodate the construction of the next phases of the project, consisting of approximately sixty-seven (67) affordable units and 1,000 square feet of community space at 900 Tuscola Street, between fifteen (15) and twenty (20) townhomes at 830 Brainard, and fifty (50) to seventy-five (75) multi-family units and 1,000 square feet of retail space at 931 Selden Street; and

**WHEREAS**, the City and Developer desire to amend the development plan contained in the Development Agreement to reflect the proposed revised development plans and anticipated construction periods for each phase of the proposed development.

**NOW, THEREFORE, BE IT RESOLVED**, that the P&DD Director, or her authorized designee, is hereby authorized to execute an amendment to the Development Agreement that (1) replaces the Development Plan contained in the Development Agreement with the Development Plan attached hereto as Exhibit A; and be it further, and (2) extends the closing date and construction completion deadlines for the remaining phases of the development as follows:

- 900 Tuscola Street: Construction completion by June 30, 2028,
- 830 Brainard: Construction completion by February 29, 2029; and
- 931 Selden Street: Closing by February 29, 2028, and construction completion by February 28, 2030.

**RESOLVED**, that the P&DD Director, or her authorized designee, is authorized to execute any required instruments to make and incorporate amendments or changes to the Development Agreement consistent with the resolution; and be it further

**RESOLVED**, that the P&DD Director, his/her authorized designee, may issue quit claim deeds for sale of the Property, as well as execute such other documents as may be necessary or convenient to effect the transfer of 931 Selden Street to Developer or to 931 Selden LLC, a New York limited liability company, an affiliate of Developer, for the Purchase Price set forth in the Development Agreement; and be it further

**RESOLVED**, that the P&DD Director, or her authorized designee is authorized to execute any required instruments to make and incorporate technical amendments or changes to the

Development Agreement, amendments and/or quit claim deeds (including but not limited to corrections to or confirmations of legal descriptions, or timing of tender of possession of particular parcels) in the event that changes are required to correct minor inaccuracies or are required due to unforeseen circumstances or technical matters that may arise prior to the conveyance of the Property, provided that the changes do not materially alter the substance or terms of the transfer and sale; and be it finally

**RESOLVED**, any amendment to the Development Agreement will be considered confirmed when executed by the P&DD Director, or her authorized designee, and approved by the Corporation Counsel as to form.

## **EXHIBIT A**

### **DEVELOPMENT PLAN**

The Improvements that shall be constructed on the Property are summarized as follows:

#### **Block 1 N – 931 Selden**

The Improvements shall consist of a mixed-use building containing between fifty (50) and seventy-five (75) residential units and approximately one thousand (1,000) square feet of commercial space on the ground floor.

#### **Block 1S – 900 Tuscola**

The Improvements shall consist of a mixed-use building containing approximately sixty-seven (67) residential units, approximately one thousand (1,000) square feet of community-focused retail space on the ground floor, and approximately sixty-three (63) parking spaces. For a period of at least thirty (30) years after the issuance of a Certificate of Completion for Block 1S, the residential units of Block 1S shall be leased only to families earning between thirty percent (30%) of the area median income for the Detroit-Warren-Livonia Metropolitan Statistical Area as published by the U.S. Department of Housing and Urban Development, based on household size (“**Area Median Income**”) and eighty percent (80%) of Area Median Income and shall be leased at rental rates where the family occupying such units is not required to pay more than thirty percent (30%) of their income for gross housing costs, including a reasonable utility allowance.

#### **Block 2 – 831 Selden**

The Improvements shall consist of a four-story mixed-use building containing twenty-six (26) market-rate residential units, approximately three thousand (3,000) square feet of commercial space on the ground floor, and approximately twenty-eight (28) parking spaces.

#### **Block 4 – 830 Brainard**

The Improvements shall consist of between fifteen (15) and twenty (20) for-sale townhomes or between twenty (20) and fifty (50) residential units and approximately one thousand (1,000) square feet of commercial space.

Across all Improvements constructed at the Property, at least fifty percent (50%) of all residential units constructed shall be rental units.

Cumulatively across all Improvements constructed at the Property, for a period of at least thirty (30) years from the date of issuance of a Certificate of Completion for such Improvements, at least ten percent (10%) of the total rental units constructed shall be leased as follows:

- (a) Two and a half percent (2.5%) of all rental units shall be reserved for and shall only be leased to tenants whose household annual gross incomes are equal to or less than eighty percent (80%) of Area Median Income, and shall be leased to such tenants at rates such that a person earning eighty percent (80%) of Area Median Income would be paying no more than thirty percent (30%) of their income for gross housing costs, including a reasonable utility allowance.
- (b) Five percent (5%) of all rental units shall be reserved for and shall only be leased to tenants

whose household annual gross incomes are equal to or less than sixty percent (60%) of Area Median Income, and shall be leased to such tenants at rates such that a person earning sixty percent (60%) of Area Median Income would be paying no more than thirty percent (30%) of their income for gross housing costs, including a reasonable utility allowance.

- (c) Two and a half percent (2.5%) of all rental units shall be reserved for and shall only be leased to tenants whose household annual gross incomes are equal to or less than forty percent (40%) of Area Median Income, and shall be leased to such tenants at rates such that a person earning forty percent (40%) of Area Median Income would be paying no more than thirty percent (30%) of their income for gross housing costs, including a reasonable utility allowance.

All units that are required to be leased at affordable rates hereunder shall be comparable in design and overall quality of construction to the market-rate rental units in the same Phase of development.