



**PLANNING AND
DEVELOPMENT DEPARTMENT**

Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 808
Detroit, Michigan 48226

Phone 313•224•1339
www.detroitmi.gov

June 30, 2022

Detroit City Council
Two Woodward Ave., Ste. 1340
Coleman A. Young Municipal Center
Detroit, MI 48226

RE: Community Benefits Provision
Fisher Body Plant 21 Project

Honorable City Council:

The City of Detroit ("City"), City of Detroit Brownfield Redevelopment Authority ("DRBA") and Fisher 21 Lofts, LLC ("Fisher 21 Lofts") have been in discussions to bring about the investment of approximately \$134 million dollars to the property located at 6051 Hastings Street, 666 Harper Street and 991 Harper Street, Detroit, MI 48202. It is anticipated that this project will redevelop the existing structure into a mixed use, 433 unit apartment complex with 38,000 square feet of retail space, outdoor and indoor residential amenities, 139 interior and 646 adjacent surface parking to the Milwaukee Junction neighborhood.

Under the City of Detroit Ordinance 35-16 ("Ordinance"), codified in Chapter 12, Article XII of the Detroit City Code ("Code"), development projects that qualify as a "Tier 1 Development Project" are subject to certain community engagement procedures (the "CBO Process"). Because the Projects are expected to incur an investment of at least \$75 million and to involve the abatement of more than \$1 million in City taxes, the Projects qualify as a Tier 1 Development Project under the Ordinance and thus are subject to the CBO Process.

The Project was reviewed by a Neighborhood Advisory Council, to ascertain the community's concerns related to any impacts the Projects may have on the surrounding community and the ways by which the Fisher 21 Lofts plans to address those impacts. A Community Benefits Report was prepared for the Projects because of the CBO Process and such report is submitted herewith in accordance with Section 14-12-3 of the Code as Exhibit A to the attached resolution (the "Report"). Fisher 21 Lofts has agreed-to-address the concerns raised during the CBO Process by entering into that certain "Community Benefits Provision for Tier 1 Development Projects – Fisher 21 Lofts" that is included as Exhibit B to the attached resolution (the "Provision").

We hereby request that your Honorable Body adopt the attached resolution that receives and files the Report and approves the Provision in furtherance of the Projects.

Respectfully submitted,

Antoine Bryant, Director
Planning and Development Department

CC: Nicole Sherard-Freeman, Group Executive – Jobs and Economy

Luke Polcyn, JET Team

Jose Remus, JET Team

Gail Fulton, Mayor's Office

Malik Washington, Mayor's Office

Edwina King, Associate Director of Legislative Affairs and Equitable Development – PDD

Aaron Goodman, Manager of the Community Benefits Ordinance - PDD

RESOLUTION

BY COUNCIL MEMBER: _____

NOW, THEREFORE BE IT RESOLVED, that the Planning & Development Department's ("P&DD") Fisher Body Plant 21 Project Community Benefits Agreement Report in the attached Exhibit A incorporated herein is hereby received and filed by the Detroit City Council; and be it further

RESOLVED, that the "Community Benefits Provision for Tier 1 Development Projects – Fisher Body Plant 21 Project" attached hereto and incorporated herein as Exhibit B (the "Provision") is hereby approved by Detroit City Council, and be it further

RESOLVED, that the P&DD Director, or his authorized designee, is hereby authorized to execute the Provision; and be it finally

RESOLVED, that the Provision will be considered confirmed when executed by the P&DD Director, or his authorized designee, and approved by the Corporation Counsel as to form.



MCINTOSH
PORIS ASSOCIATES

FISHER BODY PLANT 21

COMMUNITY BENEFITS REPORT

CITY OF DETROIT

PLANNING AND DEVELOPMENT DEPARTMENT

June 27th, 2022

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SECTION A.

NOTICE OF PUBLIC MEETING AND IMPACT AREA

A. NOTICE OF PUBLIC MEETING AND IMPACT AREA

The Planning and Development Department determined that the Fisher Body Plant 21 Project qualified as a Tier 1 development under the City of Detroit's Community Benefits Ordinance due to the amount of investment to build this project, the proposed sale of City-owned land and the amount of abated City taxes sought by the developer, Fisher Lofts 21, LLC.

The *Public Notice* of the first meeting was mailed out to 3,066 addresses within 300ft of the Impact Area (see Figure 1: Impact Area Map). The meeting notice was also posted on the CBO project website and sent to representatives of the City Council, Legislative Policy Division (LPD), and the Department of Neighborhoods (DON). Additionally, hard copy flyer notifications were distributed to key housing and commercial locations throughout the impact area.

The proposed Fisher Body Plant 21 redevelopment is located in the Medbury Park Neighborhood within Detroit City Council District 5. The project Impact Area contains all of Census Tract 5112 as well as adjoining areas in the City of Detroit. As shown in Figure 1, this area is bounded by Ferry Street on the south; I-75 on the east; Holbrook Street, E. Grand Blvd., and W. Grand Blvd. on the north; Beaubien Street and Cass on the West. The neighborhoods located within the Impact Area include Milwaukee Junction and Medbury Park, as well as parts of the North End and Art Center.

The first Community Benefits Meeting for Fisher Body Plant 21 was held on **Tuesday April 12th, 2022 at 6:00pm.**

Subsequent Public CBO Meetings were held at 6pm on April 26th, May 3rd, May 10th, May 17th, May 24th, May 31st, June 7th, and June 14th.

Following City of Detroit Health Department guidelines, residents had the option to participate in all Community Benefits Public Meetings either virtually through Zoom or in-person*

Masks and social distancing measures were required at all in-person CBO Public Meetings. All meeting dates and zoom links, materials and documents were posted on the City of Detroit CBO Project Website (www.detroitmi.gov/FisherBody21) and distributed regularly via the City of Detroit Gov-Delivery e-mail list with 319 subscribers. Hard copies of materials were available at each meeting and upon request.



Figure 1: Impact Area

Fifty-two (52) people were recorded as attending the first meeting in person and Forty-nine participated via Zoom for a total of 106 attendees (not including City Staff or Development Team). The full public notice, pictured below, has been attached to this document under Appendix 2.

**THE CITY OF DETROIT INVITES YOU TO ATTEND THE COMMUNITY BENEFITS PUBLIC MEETINGS FOR
FISHER BODY PLANT 21**



**FOR MEETING SCHEDULE AND ALL PROJECT INFORMATION VISIT
WWW.DETROITMI.GOV/FISHERBODY21**

With advance notice of seven calendar days, the City of Detroit will provide interpreter services at public meetings, including 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.

TWO WAYS TO PARTICIPATE IN THE CBO MEETINGS

Following City of Detroit Health Department guidelines, residents will have the option to participate in all Community Benefits Public Meetings either virtually through Zoom or in-person. Masks and social distancing measures will be required at all in-person CBO Public Meetings.

ATTEND IN PERSON
Ford Piquette Avenue Plant
461 Piquette Ave., Detroit, MI 48202

JOIN REMOTELY VIA ZOOM
Register to receive meeting link
Dial by phone: +1 312 626 6799 Meeting ID: 875 4586 0571



1ST MEETING
TUESDAY APRIL 12, 2022 6:00PM-7:30PM
CBO PROCESS AND PROJECT INFORMATION



2ND MEETING
TUESDAY APRIL 26, 2022 6:00PM-7:30PM
ELECTION OF TWO (2) NEIGHBORHOOD ADVISORY COUNCIL (NAC) MEMBERS - ONLY IMPACT AREA RESIDENTS ATTENDING IN PERSON MEETING MAY VOTE

ADVANCE REGISTRATION REQUIRED
www.Bit.ly/FisherBody21-CBO

LEGAL MEETING NOTICE

By registering to attend these meetings, you agree to the terms of the meeting agenda and agenda items. For more information, visit www.detroitmi.gov.

IMPACT AREA: The project Impact Area contains all of Census Tract 512, as well as adjoining areas in the City of Detroit. As shown on the map, this area includes the areas bounded by the following streets: east: Holbrook Street, E Grand Blvd. and W Grand Blvd. on the north; Beaubien Street and Cass on the West. The neighborhoods located within the Impact Area include Milwaukee Junction and Medbury Park, as well as parts of the North End and Art Center.



PLEASE READ THIS IMPORTANT NOTICE FOR INFORMATION ABOUT COMMUNITY BENEFITS AND OTHER IMPACTS THAT MAY AFFECT YOU.

WHAT IS DETROIT'S COMMUNITY BENEFIT ORDINANCE?
The Community Benefits Ordinance (CBO), (ORDINANCE NO. 2021-4) is a law that requires developers to proactively engage with the community to identify community benefits and address potential impacts of certain development projects. The ordinance was approved by Detroit voters in 2016 and amended by Detroit City Council in 2021.

The project's Impact Area was determined by the Planning & Development Department. As per the Community Benefits Ordinance (CBO), a nine (9) member Neighborhood Advisory Council (NAC) will be established for this community benefits process. Any Detroit resident who lives in the Impact Area and is over the age of 18 is eligible to serve on the Neighborhood Advisory Council.

Members of the NAC are expected to attend all scheduled public meetings during the CBO process: consisting of at least 5 meetings over a period of 2 – 3 months. **Attend the first CBO meeting on April 12th to learn more about this project and how you can participate in this public process. During the second CBO Meeting on April 26th, two (2) NAC members will be elected. Only Impact Area Residents attending the in person meeting on April 26th may vote in the NAC election.**

For more information visit, www.detroitmi.gov/FisherBody21 or contact Aaron Goodman at goodmana@detroitmi.gov

GENERAL INFORMATION FOR PROPOSED TIER 1 CBO DEVELOPMENT: FISHER BODY PLANT 21
The Developer (Fisher Lofts 21, LLC), which consists of Jackson Asset Management, Lewand Development, and Hoosey Development is seeking to rehabilitate the Fisher Body Plant 21. Originally built in 1919, the Fisher Body Plant 21 is a 600,000 square foot former auto plant on a 4.7 acre parcel of land owned by the City of Detroit. The former auto body plant has been vacant since 1993 and is located at 6051 Hastings Street. The existing structure is proposed to be preserved and redeveloped into approximately **435 rental apartments; 38,000 square feet of commercial space; outdoor and indoor amenities; and up to 139 interior and 646 adjacent surface parking spaces.**

At least 20% of rental units will be affordable to those earning no more than 80% of Area Median Income (\$51,200 or less for a two-person household). Units will range in size from ~905F to 1,040SF and will include a mix of studio, 1 bedroom, 2 bedroom, 3 bedroom, and loft units. Proposed commercial uses include a ground level market / food hall, café, a second-floor co-working space, plus residential amenities such as internal courtyard / atrium, fitness center, swimming pool, bicycle parking, and rooftop terrace.

Fisher Body Plant 21 seeks full governmental approvals by the third quarter of 2022 with a goal to commence site remediation and construction in 2023.

ANTICIPATED PROJECT IMPACTS: The Neighborhood Advisory Council (NAC) will work directly with the developer and establish community benefits, which are included in the final development agreement approved by the Detroit City Council. The City of Detroit is aware of and acknowledges expressed community concerns related to this project in the following areas:

Construction

- Noise, dust, and demolition of any existing structures
- Environmental concerns due to the industrial legacy of the site
- Street and sidewalk closures
- Construction hours and equipment staging

Site Design and Vehicular Traffic

- Public Access to available parking
- Parking lot design and buffering / screening
- Site connectivity, traffic flow, and vehicular access through site
- Building impact on Milwaukee Junction neighborhood; pedestrian experience, public transit

Jobs

- Jobs created and access to jobs for Detroiters
- Hiring / prioritizing Detroit-based sub-contractors

Housing and Retail

- New market rate and affordable housing units in the neighborhood
- Access to retail space for local and small businesses
- Attracting retail businesses that meet the needs of neighborhood

Sustainability and Environment

- On-site storm water management for building and surface parking
- Efficient energy use through building design and clean electrification
- Access to electric vehicle charging and alternative mobility options
- On-site recycling and composting options for residents

Section B.

**NEIGHBORHOOD ADVISORY COUNCIL
DEVELOPER
CITY OFFICIALS**

B. Neighborhood Advisory Council (NAC)

Neighborhood Advisory Council Member	Appointment by:
Ron Chapman II	Impact Area Resident Selection
Sheila Hamilton	Impact Area Resident Selection
Dirra "D.R." Castelow	Council President Mary Sheffield, District 5
Detonya Clark	Council Member At-Large Mary Waters
Chenita Gary	Council Member At-Large Coleman A. Young II
Patricia Linklater	PDD Dir. Antoine Bryant
John Patrick	PDD Dir. Antoine Bryant
Lynnette Roberson	PDD Dir. Antoine Bryant
Malik Wali	PDD Dir. Antoine Bryant
Halima Cassells	Alternate Non-Voting NAC Member

Fisher Body Plant 21 Development Team on behalf of Developer: Fisher Lofts 21, LLC

- Richard Hosey – Hosey Development
- Kevin Lewand – Lewand Building Companies
- Gregory Jackson – Jackson Asset Management
- Anika Jackson Odegbo - Jackson Asset Management

City of Detroit Officials

Planning and Development (PDD): Antoine Bryant, Edwina King, Aaron Goodman

Mayor's Office: Nicole Sherard-Freeman, Luke Polcyn, José Lemus

Department of Neighborhoods (DON): Melia Howard, Brian Fisher, Kya Robertson

Legislative Policy Division Representatives (CPC): Kimani Jeffery, Eric Fazzini

City Council: Council President Mary Sheffield – District 5; Council Member Mary Waters – At-large; Council Member Coleman A. Young II – At-large

Detroit Economic Growth Corporation (DEGC): David Howell

Detroit Brownfield Redevelopment Authority (DBRA): Brian Vosburg

Section C.

PROJECT IMPACTS / REQUEST FROM NAC

Fisher Body Plant 21 Neighborhood Advisory Council Identified Impacts

Submitted May 26th, 2022

Fisher Body Plant 21 Neighborhood Advisory Council Identified Impacts
IMPACT LIST: May 26, 2022
NAC REQUEST / IMPACT
Community Investment
Developer commits to allocating 10% of profits derived from the Fisher 21 Lofts on an annual basis to (TBD Fund) for the duration of tax abatement (15 years) and TIF refunds (30 years) which may include the following:
a) Senior and Youth programs serving the Impact Area
b) Detroit Affordable Housing and Preservation Trust Fund - which supports secure housing for Detroit Residents making less than \$35k / year
c) Local Emergency Food Pantry serving the Impact Area
d) Programs that do job training and prioritizing of high school age youth from the Impact Area and surrounding area
Housing Stability and Affordability
Developer commits to 100% of the affordable units (20% of total units in the building) to be rented at affordable rates to income-qualified people based on 50% Area Median Income
Developer commits to maintain affordable units for the duration of tax abatement and TIF refunds for a total of 30 years
Developer commits that renters who are living in affordable units at the expiration of the affordability period (30 years) will be able to continue to rent at the previously required affordable rate in perpetuity as long as they are residents of the building (aka grandfathered in)
Developer will create and implement a plan to directly market affordable units to Impact Area residents
Developer will ensure that ADA accessible units are available on all floors of the Fisher 21 Lofts and design ingress and egress and all public spaces as ADA accessible
Safety and Community Wellbeing
Developer agrees to comply with all federal, state, and local laws
Developer commits to frequent testing completed by an independent 3rd party qualified environmental agency of all on-site workers who are exposed to toxic materials/waste to prevent unhealthy working conditions that lead to long-term health issues
Developer commits to keeping the interior of the building non-smoking
In order to ensure that the Fisher Body Plant 21 will never again be a blighted nuisance for the neighborhood, developer will take out a bond or insurance coverage to provide for proper maintenance of building (up to the cost of demolition) if the Fisher Lofts 21 project fails or becomes vacant in the future.
Developer make publicly available its rodent control plan and will employ adequate rodent control measures during construction and post construction, including monitoring and remediation of any infestations
Developer commits that any security employees or contractors employed before, during, or after construction will receive racial, disability, and neurodivergence sensitivity training

Developer will establish communication sources including, but not limited to an email list-serve, website, and neighborhood information station, and placards posted at the project site to communicate with residents about construction progress, roadway closures, environmental issues, leasing and business opportunities related to the Fisher 21 Lofts
Developer will provide regular updates to the community through the communication sources and directly with management agents for Genesis Villas, Piquette Square, Palmer Court, and other Impact Area apartment communities on construction progress, project updates, leasing and business opportunities for Fisher 21 Lofts
Developer will communicate any traffic disruptions caused by the project via the communication sources in advance / as early as possible
All hazardous materials identified on the site will be safely and properly removed by qualified environmental professionals
All environmental reports and results of associated monitoring will be posted to communication sources and communicated to the NAC
Developer will create a fugitive dust plan to be shared with NAC and community, including but not limited to: dust suppression, particulate matter monitoring and in accordance with existing laws and regulations
Removal, transportation, and disposal of all hazardous materials from site will be done by qualified environmental professionals in accordance with all applicable laws. Vehicles transporting hazardous materials off-site will be secured / covered so that no dust or debris escapes into surrounding neighborhood and will utilize only the City of Detroit approved designated routes / does not travel on residential streets
Job + Employment
Developer commits to paying full-time construction workers an annual salary of at least prevailing wages as defined by the State of Michigan
Developer commits to paying part-time construction workers an hourly wage of at least prevailing wages as defined by the State of Michigan
Developer commits to paying all building operations & maintenance employees an hourly wage equivalent to an annual salary of at least 80% of the Area Median Income
To provide support for local neighborhood entrepreneurs, developer will provide discounted commercial rental space or other subsidy / support to business owners from the surrounding neighborhood / Impact Area
To provide opportunities for mentorship for vocational tech students from DPSCD to apprentice on the site
Food Security
Developer commits to closing parking lot(s) at least 1x per month (during market season) for community farmer's market
Developer and/or market operator will recruit local fruit and vegetable growers, specifically from the Impact Area and North End to participate in the market as vendors
Public Space and Amenities
Redesigning parking lot for community benefit
Connect all parking lots via a walking-running loop (recreation/health) which includes at least two food/beverage kiosks to be run as part of building operations --> all vegetables & fruit to be contracted/sourced through North End farms (jobs/economy) --> all food beverage to be subsidized for low-income senior & youth (affordability/food security) --> adds convenience for market-rate tenants (building amenities) --> boosts overall safety & security of everybody in the neighborhood
Developer commits to opening the swimming pool for community benefit including water aerobics (adults) in the morning (7-9AM) and swimming classes (children) in mid-afternoon (2-4PM) lieu of the impact study area not having a City of Detroit-operated community rec center

Developer will provide free public space (inside and exterior) at Fisher 21 Lofts which includes access to restrooms and drinking fountains

Building Design

Developer commits to preserving existing graffiti in areas of the building that will be utilized for circulation corridors, elevator shafts, public restrooms, bicycle parking, etc. to retain Detroit's history and creative class

Developer will utilize sustainable performance elements and practices for the site & building to reduce energy use and carbon impact (solar, passive heating & cooling, geothermal, clean electrification)

Transportation

Developer will provide notice to community of any impacts or changes in local road accessibility or bus schedules / routes as a result of construction or post-construction site activities

Developer will request an increase in DDOT bus services (additional routes and / or frequency of service) in order to serve the increased number of residents in the neighborhood upon completion of the Fisher 21 Lofts

Section D.

**NEIGHORHOOD ADVISORY COUNCIL (NAC)
SUPPORT LETTER & APPROVED COMMUNITY
BENEFITS PROPOSAL**

June 27th, 2022

Antoine Bryant
Director of Planning and Development
City of Detroit
2 Woodward, Suite 808
Detroit, MI 48226

Re: Neighborhood Advisory Council Letter of Support for the Fisher Body Plant 21 Community Benefits Agreement

Mr. Bryant:

The Fisher Body Plant 21 Neighborhood Advisory Council (the “NAC”) was established on Tuesday May 3, 2022 for the purpose of participating in the Community Benefits Process, as required by the Detroit Community Benefits Ordinance (the “CBO”). As part of the Community Benefits Process, the NAC met with Richard Hosey and his partners in Fisher Lofts 21 LLC (the “developer”) and their team, City staff, and members of the public to better understand the proposed Fisher Lofts 21 development, hear community concerns, and ultimately provide a list of impacts and concerns to the development team.

The Developer (‘Fisher Lofts 21, LLC’), which consists of Jackson Asset Management, Lewand Development, and Hosey Development is seeking to rehabilitate the Fisher Body Plant 21. Originally built in 1919, the Fisher Body Plant 21 is a 600,000 square foot former auto plant on a 4.7 acre parcel of land owned by the City of Detroit. The former auto body plant has been vacant since 1993 and is located at 6051 Hastings Street. The existing structure is proposed to be preserved and redeveloped into approximately 435 rental apartments; 38,000 square feet of commercial space; outdoor and indoor amenities; and up to 139 interior and 646 adjacent surface parking spaces.

Balancing the desire for robust community input while navigating the fluidity of the COVID-19 pandemic, the Fisher Body Plant 21 Neighborhood Advisory Council utilized a multi-layered and deliberate approach to ensure that residents residing in the impact area were informed and engaged. The NAC conducted extensive community outreach and held independent working sessions in addition to the nine hybrid public CBO meetings organized by the Planning and Development Department. The data obtained from the outreach informed the NAC’s Community Impact Report in response to the proposed development. The community impacts identified by the NAC included a focus on housing affordability, neighborhood investment, construction mitigation, communication with residents, food security, good jobs and youth apprenticeships, support for local entrepreneurs, building design, public amenities, community safety and environmental protection.

The Community Impact Report was presented and reviewed with the public and initial responses were provided by the development team during CBO Public Meeting #7, held on Tuesday, May 31, 2022 at 6:00pm. Following that meeting the NAC reviewed the developer’s proposed commitments and then submitted a written response on Friday, June 3, 2022. Further discussion and information were presented at CBO Public Meeting #8 on June 7th, 2022 and revised

responses to the NAC Impact Report were shared by the developer to the NAC on June 9th. The NAC presented their response and priorities at CBO Public Meeting #9, held on Tuesday, June 14, 2022 at 6:00pm. Throughout this earnest dialogue a greater understanding of the impacts of the project and needs of the community was gained by all. The remaining open issues were discussed and resolved with the developer and City of Detroit staff; the Tier 1 Community Benefits Provision as attached was approved unanimously by the voting NAC members at the conclusion of said meeting.

The NAC is pleased to offer this letter of support for the approval of the Fisher Body Plant 21 Project's Tier 1 Community Benefits Provision. The NAC looks forward to the completion of the rehabilitated Fisher Lofts 21 as an exciting new addition to our community and to working with members of the City's administration and the development team to create a stronger community for all.

Sincerely,

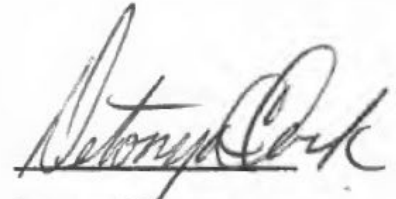
The Fisher Body Plant 21 Neighborhood Advisory Council



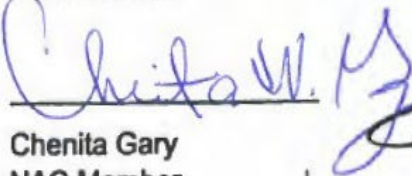
Dirra "D.R." Castelow
NAC Member

Ronald W. Chapman II esq.
Ronald W. Chapman II esq. (Jul 1, 2022 10:07 EDT)

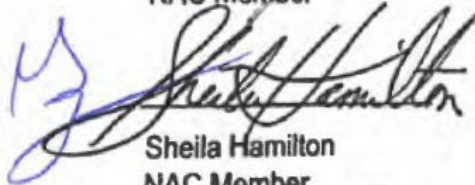
Ron Chapman II
NAC Member



Detonya Clark
NAC Member

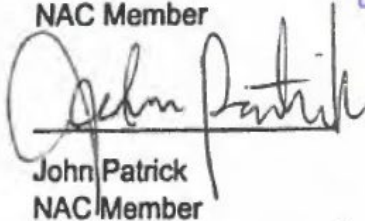


Chenita Gary
NAC Member

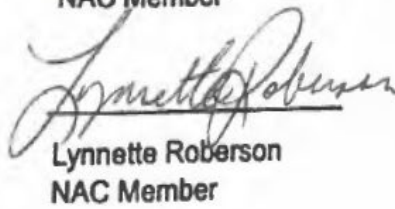


Sheila Hamilton
NAC Member

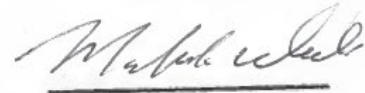
Patricia Linklater
NAC Member



John Patrick
NAC Member



Lynnette Roberson
NAC Member



Malik Wali
NAC Member

**COMMUNITY BENEFITS PROVISION
FOR
TIER 1 DEVELOPMENT PROJECTS**

(Fisher Body Plant 21)

THIS COMMUNITY BENEFITS PROVISION (“Provision”) is entered into as of its Effective Date, as hereinafter defined, by and between the City of Detroit (“CITY”), a Michigan municipal corporation acting through its Planning and Development Department, and Fisher Lofts 21, LLC (“DEVELOPER”), a Michigan limited liability company with an office at 2990 W. Grand Blvd, Suite 301 Detroit, MI 482202. The CITY and the DEVELOPER may each be referred to herein as a “Party” or collectively as the “Parties” to this Provision, as applicable.

RECITALS

WHEREAS, DEVELOPER is undertaking the development of property located at 6051 Hastings Street 666 Harper Street, 991 Harper Street Detroit, MI 48202. Subject to the terms of the terms of that certain Agreement to Purchase and Develop Land, DEVELOPER will preserve and redevelop the existing structure into (1) a mixed use, 433 unit apartment complex with 38,000 square feet of retail space, (2) outdoor and indoor residential amenities, (3) 139 interior and 646 adjacent surface parking spaces (collectively known as the “Project”).

WHEREAS, under City of Detroit Ordinance No. 2021-04 (“Ordinance”), codified in Chapter 12, Article VIII of the Detroit City Code (“Code”), effective as of December 8, 2021, certain development projects referred to therein as “Tier 1 Development Projects” are subject to certain community engagement procedures as set forth in the Ordinance (as in existence as of the date hereof, the “CBO Process”) to determine the outstanding issues related to the Project and the best means of mitigating the concerns of the community pertaining directly to the development of the Project.

WHEREAS, because the Project is expected to incur an investment of at least \$75 million and to involve the abatement of more than \$1 million in city taxes, the Project qualifies as a ‘Tier 1 Project’ under the Ordinance and thus is subject to the CBO Process.

WHEREAS, the Project was reviewed through a CBO Process by a Neighborhood Advisory Council (“NAC”). The NAC is comprised of residents eighteen years or older residing in the Project Impact Area as defined by the director of the City of Detroit Planning and Development Department.

WHEREAS, The Project Impact Area is bound by portions of West Grand Boulevard, East Grand Boulevard and Holbrook Street to the north, Interstate 75 (“I-75”) to the east, Ferry Street to the south and portions of Beaubien Street and Cass Avenue to the west.

WHEREAS, the CITY has prepared a Community Benefits Report (“Report”) regarding the Project, all in accordance with Section 12-8-3 of the Code.

NOW THEREFORE, the CITY and DEVELOPER agree as follows:

Section 1: Addressing Community Impacts. The DEVELOPER understands that through the community engagement process set forth in the Ordinance, certain concerns have been raised by the Neighborhood Advisory Council regarding the Project's anticipated impact on the community, all of which are itemized in the Report. The DEVELOPER acknowledges these concerns by agreeing to the commitments set forth in the attached Exhibit A, which is incorporated herein by reference. The DEVELOPER further agrees that all above-referenced actions cumulatively bear an essential nexus with and are proportional to the type and magnitude of the impacts to the community that the NAC has identified, and that the DEVELOPER has acknowledged.

Section 2: Continued Community Engagement. DEVELOPER has actively engaged the community for input and will continue to do so throughout the development of the Project. The DEVELOPER acknowledges and understands that pursuant to Section 12-8-3(f)(3) of the Code, the CITY will facilitate at least one (1) meeting annually between the DEVELOPER and the NAC. The CITY will facilitate, and the DEVELOPER must attend, such meetings on an annual basis for a period of two (2) years following the Effective Date of this Provision. The purpose of such meetings will be to discuss anticipated or actual impacts of the Project on the community and to coordinate the implementation of the DEVELOPER's efforts to address such impacts, among other topics that the CITY may determine.

Section 3: Compliance Reports. The DEVELOPER must submit to the CITY annual compliance reports that summarize the DEVELOPER's progress on and compliance with the obligations set forth on Exhibit A and the other community engagement obligations set forth herein.

Section 4: Meetings. Upon request by either Party, the Parties will meet at their mutual convenience, whether in person or by video conference, telephone, or other convenient means, to review any aspect of this Provision and each Party's rights and obligations hereunder.

Section 5: Recordkeeping and Reporting. Each Party will maintain information pertinent to its activities under this Provision for at least two (2) years following the expiration or earlier termination of this Provision, but in no case for less time than may be required to maintain compliance with Applicable Laws.

Section 6: Indemnification. The DEVELOPER will indemnify, defend, and hold the CITY harmless against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses for attorneys, expert witnesses and other consultants) that may be imposed upon, incurred by, or asserted against the CITY or its departments, officers, employees, or agents by reason of (a) any grossly negligent act, error, or omission caused by the DEVELOPER, (b) any failure by the Developer to perform its obligations under this Provision, or (c) any injury to the person or property of an employee of the CITY where such injury arises out of the Developer's performance under this Provision.

Section 7: Compliance with Laws. Each Party acknowledges that it is individually responsible for maintaining compliance in all respects with all applicable federal, state, and local laws, rules, regulations, and orders having the binding effect of law (collectively “Applicable Laws”). Neither Party will be responsible for ensuring the other Party’s compliance with Applicable Laws at any time, unless so required under Applicable Laws.

Section 8: Non-Discrimination. The DEVELOPER will, in addressing community impacts as set forth in Section 1 herein, or in performing its activities set forth herein, refrain from refusing, restricting, withholding, or denying any accommodations, services, privileges, advantages or facilities or otherwise discriminating, whether directly or indirectly, on the basis of race, color, ethnicity, national origin, religious beliefs or practices, age, disability, pregnancy, marital status, parental status, military status, employment or educational status, gender, sex, sexual orientation, gender identity or expression, or any other protected or designated classification, in accordance with Chapter 27 of the Detroit City Code and other Applicable Laws.

Section 9: Community Reporting. The Parties acknowledge and understand that pursuant to Section 12-8-3(f)(4) of the Code, members of the community may report to the NAC allegations of the DEVELOPER’s failure to comply with this Provision. Community members can submit such reports to the CITY by personal delivery with receipt obtained or by registered or certified first-class mail with return receipt requested at the following address:

City of Detroit, Planning & Development Department
2 Woodward Avenue, Suite 808
Detroit, MI 48226
Attention: Director

The CITY will forward all such reports from community members to the NAC for the Project, which may take further action in accordance with Section 12-8-3(f) of the Code.

Section 10: Breach and Default. The failure by either Party to comply with its obligations under this Provision, which is not caused by the other Party’s failure to comply with its own obligations under this Provision, will constitute a material breach of this Provision.

- A. In the event of DEVELOPER’s material breach of this Provision, the DEVELOPER will be considered to be in default of this Provision upon the DEVELOPER’s failure to cure such breach within sixty (60) days after written notice of such breach and demand to cure by the CITY, provided, however, that if the nature of DEVELOPER’s default is such that more than sixty (60) days is reasonably required for its cure, then DEVELOPER will not be deemed to be in default if DEVELOPER, with the CITY’s acknowledgment and consent, commences such cure within said period and thereafter diligently pursues such cure to completion.
- B. In the event of DEVELOPER’s violation of this Provision, DEVELOPER will comply with such enforcement and mitigation efforts as are determined by the Enforcement Committee in consultation with the NAC, or City Council (as applicable), until the City Council has

determined that DEVELOPER is in compliance or has taken adequate steps to mitigate violations, all in accordance with Section 12-8-3(f) of the Code.

- C. In the event of the CITY's material breach of this Provision, the CITY will be considered to be in default of this Provision upon the CITY's failure to commence its cure of such breach and thereafter diligently pursue such cure to completion within ninety (90) days after written notice of such breach and demand to cure by the DEVELOPER.

Section 11: Effective Date, Term, and Termination. This Provision has no force or effect until the date upon which it has been fully executed by the duly authorized representative of the CITY (if necessary, pursuant to the resolution of the Detroit City Council as approved by the Mayor of the City of Detroit) and has been approved by the City of Detroit Law Department ("Effective Date"). This Provision will remain in effect until completion of the Project and Developer's satisfaction of all the obligations hereunder, or earlier termination by the Parties if approved by the City Council. The term of this Provision will be equal to the period of time necessary for both Parties to satisfy all respective obligations set forth in this Provision, at which time and upon written notice by either Party the term of this Provision will expire.

Section 12: Amendments. No amendment to this Provision will have any force or effect against either Party unless it is in writing, expressly making reference to this Provision, is fully executed by the duly authorized representative of the CITY (if necessary, pursuant to the resolution of the Detroit City Council as approved by the Mayor of the City of Detroit) and DEVELOPER and is approved by the City of Detroit Law Department.

Section 13: Notices. All notices, requests, notifications, and other communications (collectively, "Notices") related to this Provision shall be given in writing, signed by an authorized representative of the Party and sent by United States mail, registered or certified, return receipt requested, postage prepaid, or sent by express, overnight courier to the respective parties at the addresses listed below, and shall be deemed delivered one (1) business day after the delivery or mailing date:

If to CITY: City of Detroit, Planning & Development Department
 2 Woodward Avenue, Suite 808
 Detroit, MI 48226
 Attention: Director

With a copy to: City of Detroit, Law Department
 2 Woodward Avenue, Suite 500
 Detroit, MI 48226
 Attention: Corporation Counsel

If to DEVELOPER: Fisher 21 Lofts, LLC
 300 Riverfront Drive, Suite 22B
 Detroit, MI 48226
 Attention: Richard Hosey

Either Party to this Provision may change its address and/or point of contact for the receipt of Notices at any time by giving written Notice thereof to the other Party in accordance with this Section.

Section 14: Miscellaneous Terms.

- A. **Independent Parties; Effect of Agreement.** Each Party acknowledges that the CITY and the DEVELOPER are independent of each other and do not intend, as a result of this Provision or otherwise, to become a joint venture, partners, employees, servants, agents, representatives, contractors, or any type of related business entities to one another with respect to the subject matter of this Provision. DEVELOPER and CITY acknowledge and agree that this Provision, and the performance of the obligations hereunder, is intended to satisfy the obligations of the Ordinance and the CBO Process.
- B. **Assignment.** This Provision sets forth DEVELOPER's intended activities to address impacts on the community by the Project in accordance with the Ordinance. The DEVELOPER may not delegate or assign this Provision, or any portion thereof, either voluntarily or involuntarily, or by operation of law.
- C. **Force Majeure.** In the event of enforced delay in the DEVELOPER's performance of its obligations under this Provision due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God or of the public enemy, fires, floods, epidemics, or severe weather, the time for performance of such obligations shall be extended for the period of the enforced delays; provided that the DEVELOPER must within thirty (30) days after the beginning of such enforced delay, have first notified the CITY in writing of the causes thereof and requested an extension for the period of the enforced delay. In the event there is any dispute as to what constitutes such *force majeure* event, the determination of the CITY will control.
- D. **Choice of Law and Venue.** The Parties acknowledge that this Provision will be governed by the laws of the State of Michigan, excluding its choice of laws rules. Any legal suit, action or proceeding arising out of this Provision will be instituted in the federal courts of the United States of America or the courts of the State of Michigan, in each case located in the City of Detroit and County of Wayne, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
- E. **Severability.** In the event any provision in this Provision is found by a court to be impermissible or illegal, then that provision shall be stricken from the Provision and shall be replaced by a provision that is permissible and legal and by mutual agreement of the Parties comes closest to expressing the intent of the stricken provision. The remainder of the Provision shall remain in full force and effect in accordance with its original overall intent.
- F. **Counterparts.** This Provision may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one

document. Each counterpart may be executed by facsimile or electronic signature, which will be deemed to be an original signature, to the extent permitted by Applicable Law.

- G. **Authority of City.** Notwithstanding anything in this Provision or otherwise to the contrary, the CITY is not authorized or obligated to perform any of its obligations pursuant to this Provision until this Provision has been fully executed by the duly authorized representative of the CITY (if necessary, pursuant to the resolution of the Detroit City Council as approved by the Mayor of the City of Detroit) and has been approved by the City of Detroit Law Department. Any amendments or modifications must likewise be duly signed (if necessary, authorized by resolution of the City Council and approved by the Mayor), and must be approved by the Law Department, to be enforceable against the CITY.

IN WITNESS WHEREOF, the Parties have executed this Provision as of the dates shown below, to be effective as of the Effective Date.

CITY OF DETROIT,
a Michigan municipal corporation

By: _____
Name: _____
Its: _____
Date: _____

DEVELOPER: FISHER LOFTS 21, LLC

By: _____
Name: RICHARD J. HOSEY II
Its: Member
Date: 6/30/2022


Effective Date / Approved by Detroit City Council on:

Approved by Corporation Counsel pursuant to §7.5-206 of the 2012 Charter of the City of Detroit.

Corporation Counsel

IN WITNESS WHEREOF, the Parties have executed this Provision as of the dates shown below, to be effective as of the Effective Date.

CITY OF DETROIT,
a Michigan municipal corporation

By: 
Name: Antoine Bryant
Its: Director
Date: June 30, 2022

DEVELOPER: FISHER LOFTS 21, LLC

By: _____
Name: _____
Its: _____
Date: _____

Effective Date / Approved by Detroit City Council on:

Approved by Corporation Counsel pursuant to §7.5-206 of the 2012 Charter of the City of Detroit.

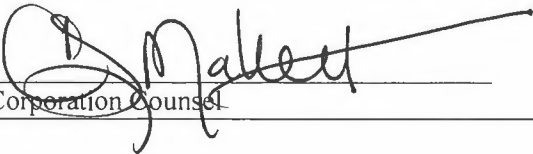

Corporation Counsel

EXHIBIT A

DEVELOPER'S COMMITMENTS

(Fisher Body Plant 21)

DEVELOPER hereby agrees to the following with respect to the Project:

1. MITIGATION OF PROJECT CONSTRUCTION

A. Impact – Hours of Construction

- i. DEVELOPER confirms that most construction activities will occur between 7a and 6p Monday through Friday. To ensure timely completion, construction activities may be required beyond 6p Monday through Friday, and on Saturdays and Sundays during different phases of the Project. DEVELOPER agrees to provide impacted residents 48-hour notice via the communication sources identified in Section (1) (c) (i) of this Agreement for any construction work on Sundays, provided that such notice is not required for action to address unforeseen emergency work (e.g., a burst pipe).

B. Impact – Environmental Impact

- i. DEVELOPER will maintain all insurance consistent with standard construction practices.
- ii. DEVELOPER will comply with all federal, state and local laws including requiring that all contractors, subcontractors, suppliers and professionals carry all appropriate general and/or professional liability insurance for any activities related to the Project.
- iii. DEVELOPER will share all environmental reports and the results of associated monitoring with the Neighborhood Advisory Council (“NAC”) and posted via applicable communication sources as identified in section (1) (c) (i) of this Agreement.
- iv. DEVELOPER will ensure that testing of on-site workers exposed to hazardous materials will be conducted during construction in accordance with the State of Michigan Department of Environment, Great Lakes and Energy (“EGLE”).
- v. DEVELOPER will cease all work related to or environmentally impacted by the demolition or rehabilitation of the Project upon the self-discovery and/or notification by regulatory agencies of any violations of environmental issues during work on the Project structure and property. All work related to or impacted by environmental issues on the project will cease until such time as the noted issue of concern is identified and corrected consistent with the appropriate agency.
- vi. DEVELOPER will create and implement a fugitive dust plan – including but not limited to: dust suppression and particulate matter monitoring - during removal and

abatement of hazardous material. DEVELOPER will create the plan in accordance with existing laws and regulations and share the fugitive dust plan with the NAC and community.

- vii. DEVELOPER will identify all hazardous materials at the site and ensure that the removal, transportation and disposal of all hazardous materials from the site will be done by qualified environmental professionals in accordance with all applicable laws. Vehicles transporting hazardous materials off-site will be secured and covered to prevent the release of dust or debris into surrounding neighborhoods.
- viii. DEVELOPER and all contractors, subcontractors, suppliers and professionals will utilize CITY approved designated routes and will avoid the transportation of hazardous materials on residential streets.
- ix. Upon request, DEVELOPER will publicize its rodent control plan and will employ adequate rodent control measures during construction and post construction. This includes but is not limited to the monitoring and remediation of any infestations.

C. Impact – Communication

- i. DEVELOPER will establish communication sources to inform residents about construction progress, roadway closures, environmental issues, leasing and business opportunities related to Fisher 21 Lofts. Communication sources will include but are not limited to:
 - a. An email listserv
 - b. Developer's project website
 - c. Neighborhood information station
 - d. Placards posted at the project site
- ii. DEVELOPER will provide regular updates to the community about construction progress, project updates, leasing and business opportunities for Fisher 21 Lofts via the communication sources. DEVELOPER will communicate the aforementioned opportunities directly with management agents for
 - a. Genesis Villas
 - b. Piquette Square
 - c. Palmer Court
 - d. Other Impact Area apartment communities
- iii. DEVELOPER will provide 48-hour advance notice to community of any impacts or changes in local road accessibility or bus schedules and routes as a result of construction or post-construction activities.
 - a. Such notice will be given to via the communication sources identified in section (1) (c) (i) and to the apartment management agents identified in section (1) (c) (ii) of this Agreement.

D. Impact – Transportation

- i. DEVELOPER will request an increase in DDOT bus services (additional routes and/or frequency of service) to accommodate the increased number of residents in the neighborhood upon completion of Fisher 21 Lofts.
- ii. DEVELOPER will not seek closure of Harper Avenue or Beaubien Avenue during the construction and post construction phase of the Project. However, DEVELOPER may need to seek closure of streets adjacent to the project to facilitate work and will be consistent with permissions granted by CITY.

2. WORKFORCE AND LOCAL HIRING

A. Impact – Living Wage

- i. DEVELOPER will pay a minimum of \$17 per hour for all direct employees on the Project. Developer will encourage the same for contractors, subcontractors and tenants.

B. Impact – Training for Security and Contractors

- i. DEVELOPER will ensure any security employees or contractors employed by DEVELOPER during the pre-construction, construction or post-construction phases receive racial, disability and neurodivergence sensitivity training.

C. Impact – Training for Local Developers

- i. In the event the DEVELOPER participates in or offers workshops and trainings for small developers, DEVELOPER will inform the NAC of those opportunities in a timely manner so as to receive recommendations for participants in said workshops and trainings.

D. Impact – Internship and Apprenticeship Opportunities

- i. DEVELOPER will work with Detroit at Work and the Detroit Public Schools Community District (DPSCD) to identify mentorship and apprenticeship opportunities on the project site for DPSCD vocational tech students. DEVELOPER will help distribute information about these opportunities to organizations in the Impact Area.

3. DESIGN AND SUSTAINABILITY

A. Impact – Sustainability and Environmental Features

- i. DEVELOPER will continue to investigate the viability of all methods needed to reduce the building's carbon footprint.

- ii. DEVELOPER will use high efficiency lighting, Energy Star-certified appliances and low water utilization plumbing in all residential units.
- iii. DEVELOPER will evaluate the feasibility of installing electric vehicles (“EV”) charging stations in its public parking lots.
- iv. DEVELOPER will incorporate the use of live trees and vegetation in installations adjacent to streets.

B. Impact – Preservation of Existing Graffiti

- i. DEVELOPER has scanned all surfaces including existing graffiti and will develop a plan to use appropriate graffiti as art displays within the building where it is aesthetically feasible.

C. Impact – Accessibility

- i. DEVELOPER will ensure that ADA accessible units are available on all floors of the Fisher 21 Lofts. Additionally, DEVELOPER will design ingress, egress and public spaces to be ADA accessible.
- ii. DEVELOPER will ensure that all spaces open to the public, such as commercial spaces will provide public restrooms and facilities as required by the Michigan Building Code.

D. Impact – Public Space and Amenities

- i. DEVELOPER affirms its intention to make community use of commercial and public outdoor space a top priority in programming decisions. When publicly accessible commercial or outdoor space is activated, DEVELOPER will notify the NAC in writing.
- ii. DEVELOPER confirms that the use of the pool will be reserved exclusively for residents of the property and their guests. DEVELOPER will study the feasibility of offering programming at the pool, e.g. water aerobics to residents of Fisher 21 Lofts.
- iii. Up to two times annually, DEVELOPER will make space for no more than 75 people within Fisher 21 Lofts for community meetings. The space will be available upon request and DEVELOPER will provide contact information and parameters for community use of space via communication sources defined in section (1)(c)(i) of this Agreement.

- iv. DEVELOPER commits to keep the interior common areas of the building smoke free in accordance with Public Act 368 of 1978.

4. HOUSING

A. Impact – Affordable Housing

1. DEVELOPER will make at least 415 residential units (“Residential Units”); however, DEVELOPER may decrease such minimum residential unit by up to 20% with approval of the Director of the Planning and Development Department.
2. A minimum of three (3) two-bedroom Residential Units are subject to affordability restrictions such that these units must be leased to persons who earn no more than 50% of the Area Median Income (“AMI”), with additional Residential Units leased to persons who earn no more than 80% of the AMI, such that the total percentage subject to affordability restrictions is not less than 14% of the total Residential Units (“Affordable Housing Requirement”). Such Area Median Income shall be as calculated by the U.S. Department of Housing and Urban Development. The term of the Affordable Housing Requirement shall begin on the date of recording of the Certificate of Completion and shall run for a period of time co-terminus with the term of the longest period granted for a tax abatement approved for the Property.
3. DEVELOPER will seek a waiver from City Council to gain approval for this affordable housing commitment per the City of Detroit Inclusionary Housing Ordinance.
4. Prior to the end of the affordability period as indicated in the Project’s affordability agreement, DEVELOPER or property owner shall consult with the City of Detroit’s Housing and Revitalization Department (“HRD”) to explore options and feasibility to preserve those affordable units beyond the initial affordability period.
5. DEVELOPER will create and implement a plan to market affordable units to residents in the Impact Area and will share the plan with the NAC in writing.

5. COMMUNITY SUPPORT AND INVESTMENTS

A. Impact – Investment in Community Improvement Initiatives

- i. DEVELOPER will contribute a total of \$500,000 to be paid upon approval of the Provision by Detroit City Council to a Fisher Body CBO Community Fund (the “Fund”). The Fund will be paid in the following installments:
 - a. Initial payment of \$200,000 upon closing.
 - b. Annual amounts of \$20,000 as adjusted for inflation not to exceed five percent (5%) as determined by the consumer price index for the fifteen (15) year anticipated life of the tax abatement.
- ii. Within six (6) months from closing, the CITY and DEVELOPER in consultation with the NAC will start the process to operationalize the Fund – with a goal for the Fund to be active within twelve (12) months of closing.
- iii. The NAC will determine how to direct program dollars in the Fund by a majority vote.
- iv. Eligible uses of the Fund may include but are not limited to the in-kind donation or discounting by the developer of commercial space at Fisher Lofts 21 for local entrepreneurs.

B. Impact – Food Security

- i. DEVELOPER will evaluate the need and feasibility for creating a community farmers market located in the public outdoor space on the property.
- ii. In the event the DEVELOPER contracts with an organization to manage a farmers market on the property, DEVELOPER will request said organization to recruit local fruit and vegetable growers from the Impact Area and North End to participate in the market.

6. ADDITIONAL LIMITATIONS & CONDITIONS

A. Governmental Approvals & Enforcement

Notwithstanding anything to the contrary contained herein, any terms, conditions or obligations of this Provision that pertain to matters that require separate governmental approvals and/or enforcement by a separate governmental entity, board, authority, commission and/or CITY department other than P&DD are expressly subject to, conditioned upon and limited by any such separate governmental approvals and/or enforcement.

B. Compliance with the Law

Notwithstanding anything to the contrary contained herein, if any terms, conditions or obligations of this Provision are found by the CITY to be contrary to or inconsistent with any federal, state or local laws, codes and/or regulations, any such terms, conditions or obligations shall be considered void and unenforceable for purposes of this Provision. If any terms, conditions or obligations of this Provision are found by the CITY to be void and unenforceable, the remainder of this Provision shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.

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Appendix 1.

COMMUNITY BENEFITS ORDINANCE NO. 2021-4

NOTICE OF ENACTMENT

TO: THE PEOPLE OF THE CITY OF DETROIT, MICHIGAN

On November 23, 2021, the City Council passed the following ordinance:

**ORDINANCE NO. 2021-4
CHAPTER 12
ARTICLE VIII**

AN ORDINANCE to amend Chapter 12 of the 2019 Detroit City Code, *Community Development*, by amending Article VIII, *Community Benefits*, by amending Section 12-8-2, *Definitions*, to add a representative from the Legislative Policy Division and the Neighborhood Advisory Council to the definition of the Enforcement Committee; and Section 12-8-3, *Tier 1 Projects*, to add additional provisions to the Community Engagement Process for Public Meeting, to add additional provisions to the requirements related to the Neighborhood Advisory Council, to add additional provisions to the Community Benefits Report, to provide additional provisions to the Enforcement Committee, and to make other technical amendments.

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

Section 1. Chapter 12 of the 2019 Detroit City Code, *Community Development*, Article VIII, *Community Benefits*, be amended by amending Section 12-8-2 and Section 12-8-3, to read as follows:

**CHAPTER 12. COMMUNITY DEVELOPMENT
ARTICLE VIII. COMMUNITY BENEFITS**

Sec. 12-8-2. Definitions.

Community Benefits Provision means the agreement made by and between the Planning Director and the developer which specifically addresses the issues raised by the Neighborhood Advisory Council.

Enforcement Committee means a committee led by the Corporation Counsel and composed of representatives from the Planning and Development Department, Law Department, Human Rights Department, the Legislative Policy Division, relevant City departments as determined by the Planning Director, and a member of the respective Neighborhood Advisory Council as a non-voting member.

Impact area means an area determined by the Planning Director that includes all census tracts or census block groups in which the Tier 1 Project is located, and any other areas as determined by the Planning Director.

Planning Director means the Director of the City of Detroit Planning and Development Department, or a member of the Planning Director's staff working on behalf of the Planning Director.

Tier 1 Development Project means a development project in the City that is expected to incur the investment of \$75,000,000.00 or more during the construction of facilities, or to begin or expand operations or renovate structures, where the developer of the project is negotiating public support for investment in one or both of the following forms:

(1) Any transfer to the developer of City-owned land parcels that have a cumulative market value of \$1,000,000.00 or more, as determined by the City Assessor or independent appraisal, without open bidding and priced below market rates where allowed by law; or

(2) Provision or approval by the City of tax abatements or other tax breaks that abate more than \$1,000,000.00 of City taxes over the term of the abatement that inure directly to the developer, but not including Neighborhood Enterprise Zone tax abatements.

Tier 2 Development Project means a development project in the City that does not qualify as a Tier 1 Project and is exposed to incur the investment of \$3,000,000.00 or more, during the construction of facilities, or to begin or expand operations or renovate structures, where the developer is negotiating public support for investment in one or both of the following forms:

(1) Land transfers that have a cumulative market value of \$300,000.00 or more, as determined by the City Assessor or independent appraisal, without open bidding and priced below market rates; or

(2) Tax abatements that abate more than \$300,000.00 of City taxes over the term of the abatement that inure directly to the developer, but not including Neighborhood Enterprise Zone tax abatements.

Sec. 12-8-3. Tier 1 Projects.

(a) *Community Engagement Process for Public Meeting.*

(1) Prior to submitting to City Council a request for approval of Land transfers or Tax abatements related to a Tier 1 Project, the Planning Director shall hold no fewer than five public meetings, subsequent to the seating of the Neighborhood Advisory Council, in the impact area as defined in Section 12-8-2 of this Code, unless a majority of the Neighborhood Advisory Council vote to waive one or more of the required meetings.

(2) The City Clerk shall forward notice of the first public meeting via First Class Mail no less than ten days before such meeting to all City of Detroit residents within 300 radial feet of the Tier 1 Project Impact Area. The notice shall include:

a. The time, date and location of the public meeting;

b. General information about the Tier 1 Project;

c. A description of the impact area and the location of the Tier 1 Project; and

d. Information related to potential impacts of the Tier 1 Project and possible mitigation strategies.

(3) In addition to the notice requirement contained in Subsection (a) (2) of this section, the Planning Director shall work with the District Council Member or Members representing the district or districts where the Tier 1 Project is located and at least one At-large Council Member to ensure that local residents, businesses, and organizations, especially those located in the impact area and those expected to be directly impacted by the Tier 1 project are informed of the public meeting.

(4) At the first public meeting, which shall allow for questions from the community, the Planning Director will present the Community Benefits Ordinance process in detail, which shall include but not be limited to, information on the following:

a. General information about the Tier 1 Project and the manner in which the Tier 1 Project is anticipated to impact the local community;

b. Preliminarily identified measures by which the developer and the Planning Director plan to address or mitigate anticipated negative impacts of the Tier 1 Project;

c. Manner in which the Neighborhood Advisory Council fits within the broader Community Benefits Ordinance process;

b. Responsibilities of the Neighborhood Advisory Council;

c. Proposed timeline for the Neighborhood Advisory Council meetings;

d. Outcomes and best practices utilized by previous Neighborhood Advisory Councils;

(5) City Council shall appoint a liaison from the Legislative Policy Division to monitor the community engagement process and provide updates to the City Council.

(6) The Planning Director shall provide notice to the liaison of all upcoming meetings and activities associated with the community engagement process related to the Tier 1 Project.

(b) Neighborhood Advisory Council.

(1) The Planning Director will accept nominations to the Neighborhood Advisory Council from any person that resides in the impact area.

(2) All residents over the age of 18 that reside in the impact area are eligible for nomination, provided that, any person who is an agent, employee, or official of the developer, or an employee of a City department or authority directly involved in the development, must disclose such relationship prior to the selection of the Neighborhood Advisory Council members, provided that if a conflict exists, the person is prohibited from serving on the Neighborhood Advisory Council. A conflict of interest for this purpose means any financial interest held personally or by an immediate family member in the Tier 1 Development Project developer entity.

(3) The Neighborhood Advisory Council shall consist of nine members who are selected as follows:

a. Two Members selected by residents of the impact area chosen from the resident nominated candidates;

b. Four Members selected by the Planning Director from the resident nominated candidates, with preference given to individuals the Planning Director expects to be directly impacted by the Tier 1 Project;

c. One Member selected by the Council Member in whose district contains the largest portion of the impact area from the resident nominated candidates; and

d. One Member selected by each of the At-Large Council Members from the resident nominated candidates.

(4) If the Planning Director receives less than nine nominations, the Planning Director may seek out additional nominations from individuals that live outside the impact area but within the City Council district or districts where the Tier 1 Project is located.

(5) All actions of the Neighborhood Advisory Council may be taken with the consent of a majority of Neighborhood Advisory Council members serving.

(6) Unless advance written notice, including electronic transmission, is provided to the Neighborhood Advisory Council, attendance is mandatory for members at all meetings.

(7) Should any Neighborhood Advisory Council Member miss more than one meeting, a permanent replacement may be appointed by, and at the discretion of, the Neighborhood Advisory Council.

(c) Distribution of essential information.

(1) The Planning Department and the Detroit Economic Growth Corporation shall provide all essential documents to the Neighborhood Advisory Council Members, all City Council Members in whose district the development takes place, and the At-Large City Council Members as follows:

a. Documents shall be provided within 72 hours of the selection of the Neighborhood Advisory Council;

b. Documents shall include:

i. A copy of the current Community Benefits Ordinance;

ii. All development agreements between the City and the respective developer;

iii. Projected revenue from the development;

iv. The developer's RFP response;

v. All renderings related to the project;

vi. The But/For economic analysis conducted by the Detroit Economic Growth Corporation;

vii. All environmental studies completed on the respective property; and

viii. Documents related to Brownfield funding.

(d) Engagement with developer.

(1) In addition to the meeting requirement in Subsection (a)(1) of this section, the Planning Director shall facilitate at least one meeting between the Neighborhood Advisory Council and the developer to allow the Neighborhood Advisory Council to learn more details about the project and to provide an opportunity for the Neighborhood Advisory Council to make developer aware of concerns raised by the Neighborhood Advisory Council.

(2) City Council by a two-thirds vote of members present or the Planning Director may facilitate meetings which the developer, or the developer's designee, shall participate in as directed.

(3) As part of community engagement the developer, or their designee, shall be required to meet as directed.

(e) Community Benefits Report.

(1) The Planning Director shall provide a Community Benefits Report to City Council regarding the Tier 1 Project prior to the request for any approvals related to the Tier 1 Project.

(2) The Community Benefits Report shall contain:

a. A detailed account of how notice was provided to organize the public meeting;

b. A list of the Neighborhood Advisory Council members, and how they were selected;

c. An itemized list of the concerns raised by the Neighborhood Advisory Council;

d. A method for addressing each of the concerns raised by the Neighborhood Advisory Council, or why a particular concern will not be addressed; and

e. A detailed list of community outreach strategies, inclusive of a language access plan, that have been used to solicit and record feedback.

(3) The Planning Director, where possible, shall provide a copy of the Community Benefits Report to the Neighborhood Advisory Council prior to submission to City Council, said Neighborhood Advisory Council shall have at least one week to review the Community Benefits Agreement prior to receiving a request from the City to either vote to approve or sign letter in support of the proposed benefits, provided that, if a majority of the Neighborhood Advisory Council votes against the proposal, then additional time shall be provided for discussion and negotiation.

(4) To ensure an expeditious community engagement process, the Planning Director, where possible, shall submit the initial Community Benefits Report within six weeks from the date the notice is sent of the public meeting.

(5) The Planning Director shall work with City Council to assure that, to the maximum extent possible, all of the approvals required of City Council may be considered simultaneously and subject to one approval vote.

(6) The Planning Director shall work with other City departments to facilitate that Tier 1 Projects receive expedited City-required approvals.

(f) Development Agreement.

(1) All development agreements made between the developer and the City related to the land transfers or tax abatements associated with a Tier 1 Project shall include the Community Benefits Provision, which shall include:

a. Enforcement mechanisms for failure to adhere to Community Benefits Provision, that may include but are not limited to, clawback of City-provided benefits, revocation of land transfers or land sales, debarment provisions and proportionate penalties and fees; and

b. The procedure for community members to report violations of the Community Benefits Provision to the Neighborhood Advisory Council;

c. The length of time that Annual Compliance Reports as outlined in Subsection (g)(2) of this section, are required to be submitted; and

d. Continued community engagement or community meeting requirements.

(2) The developer shall not be required to enter into a legally binding agreement with any individual or organization other than the City for the express purpose of fulfilling the requirements of this ordinance or other City-mandated community engagement processes.

(3) The developer may voluntarily enter into any contract or agreement related to the Tier 1 Project that does not pose a conflict of interest with the City.

(g) Enforcement.

(1) An Enforcement Committee shall be established to monitor Tier 1 Projects.

a. The Enforcement Committee shall be comprised of, at minimum, the following four individuals:

i. Corporation Council for the City of Detroit; or their designee;

ii. A representative from the Planning and Development Department;

iii. A representative from the Law Department;

iv. A representative from the Human Rights Department;

v. A representative from the Legislative Policy Division; and

vi. A member from the respective Neighborhood Advisory Council as a non-voting member.

b. In addition to the members of the Enforcement Committee as identified in Subsection (1)a of this section, the Planning Director may require that other departments participate in the Enforcement Committee as needed.

(2) The Enforcement Committee shall provide a biannual compliance report to the City Council and the Neighborhood Advisory Council for the time period identified in the Community Benefits Provision.

(3) The Planning Director shall facilitate at least one meeting per calendar year between the Neighborhood Advisory Council and the developer to discuss the status of the Tier 1 Project for the time period identified in the Community Benefits Provision.

(4) The Neighborhood Advisory Council shall review any allegations of violations of the Community Benefits Provision provided to it by the community, and may report violations to the Enforcement Committee in writing.

(5) Upon receipt of written notification of allegations of violation from the Neighborhood Advisory Council, the Enforcement Committee shall investigate such allegations and shall present their written findings to the Neighborhood Advisory Council based upon the following:

a. Whether the developer is in compliance with the Community Benefits Provision; and

b. How the Community Benefits Provision will be enforced or how violations will be mitigated.

(6) The findings of the Enforcement Committee shall be presented to the Neighborhood Advisory Council no later than 21 days from the date the violations were reported to the Enforcement Committee, unless the need for additional time is reported to City Council and the Neighborhood Advisory Council within the original 21-day time frame.

(6) The findings of the Enforcement Committee shall be presented to the Neighborhood Advisory Council no later than 21 days from the date the violations were reported to the Enforcement Committee, unless the need for additional time is reported to City Council and the Neighborhood Advisory Council within the original 21-day time frame.

(7) If the Neighborhood Advisory Council disagrees with the findings of the Enforcement Committee or determines that the Enforcement Committee is not diligently pursuing the enforcement or mitigation steps outlined in its findings, the Neighborhood Advisory Council may send notice to the Enforcement Committee, and the Enforcement Committee shall have 14 days from receipt of notice to respond to the concerns outlined.

(8) If the Neighborhood Advisory Council is not satisfied with the Enforcement Committee's response, the Neighborhood Advisory Council may petition the City Clerk and request that City Council schedule a hearing with opportunity for both the Enforcement Committee and the Neighborhood Advisory Council to present information related to the alleged violations of the Community Benefits Provision and any enforcement or mitigation efforts that have occurred.

(9) If City Council elects to hold a hearing, or based upon the written information submitted, City Council shall determine whether the Enforcement Committee has made reasonable efforts to ensure that the developer has complied with the Community Benefits Provision.

a. If City Council determines that the Enforcement Committee has made reasonable efforts, City Council shall notify the Neighborhood Advisory Council and the Enforcement steps that need to be taken to comply with the Community Benefits Provision.

i. The Enforcement Committee shall provide City Council and the Neighborhood Advisory Council monthly updates on compliance actions until City Council adopts a resolution declaring that the developer is in compliance with the Community Benefits Provision or has taken adequate steps to mitigate violations.

ii. City Council may hold additional hearings related to enforcement of the Community Benefits Provision as needed.

Sec. 12-8-4. Tier 2 Projects.

(a) Developers shall:

(1) Partner with the City, and when appropriate, a workforce development agency to promote the hiring, training and employability of Detroit residents consistent with State and Federal Law.

(2) Partner with the Planning Director to address and mitigate negative impact that the Tier 2 Project may have on the community and local residents.

(b) The Developer's commitment as identified in Subsection (a) of this section shall be included in the development agreements related to any land transfers or tax abatements associated with the Tier 2 Project for which the Developer seeks approval.

Section 12-8-5. Exemptions.

The requirements of this ordinance may be waived by resolution of the City Council upon submission by either the Planning Director or the Developer identifying reasons that the requirements of this ordinance are impractical or infeasible and identifying how the Developer will otherwise provide community benefits.

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

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

Section 4. In the event this ordinance is passed by two-thirds majority of City Council Members serving, it shall be given immediate effect and become effective upon publication in accordance with Section 4-118 of the 2012 Detroit City Charter. Where this ordinance is passed by less than two-thirds majority of City Council Members serving, it shall become effective on the 30th day after enactment, or on the first business day thereafter, in accordance with Section 4-118 of the 2012 Detroit City Charter.

(J.C.C. Page): October 19, 2021
 Passed: November 23, 2021
 Approved: November 29, 2021
 December 8, 2021
 Effective: December 8, 2021

JANICE M. WINFREY
 City Clerk

Appendix 2.

TIER 1 CBO DETERMINATION



**PLANNING AND
DEVELOPMENT DEPARTMENT**

Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 808
Detroit, Michigan 48226

Phone 313•224•1339
www.detroitmi.gov

April 8th, 2022

Richard Hosey
Fisher Loft, LLC
2990 W. Grand Blvd., Suite 301
Detroit, MI 48202

Re: PDD Receipt and Determination of Development Project Status Under the Detroit Community Benefits Ordinance

Dear Mr. Hosey,

This letter is to acknowledge receipt on February 11th, 2022 by the Planning and Development Department (PDD) of Fisher Loft, LLC's Request for a Community Benefits Project Determination concerning the proposed Fisher Lofts 21 development at 6051 Hastings St. Detroit, MI 48211. After reviewing the documentation submitted, PDD agrees that Fisher Lofts 21 meets the investment, tax abatement, and land transfer conditions to qualify as a **Tier 1 project under Detroit's Community Benefits Ordinance (CBO)**.

PDD appreciates your partnership in preparing for CBO public meetings required for your project. Please review the attached CBO Checklist for further details on your responsibilities throughout the process.

Thank you for your investment and commitment to the City of Detroit. We look forward to working together towards the success of this project. Please reach out with any questions.

Sincerely,

Antoine Bryant
Director, Planning and Development

Enclosure: CBO Checklist

CC: Luke Polcyn, Mayor's Office
Aaron Goodman, Planning and Development
Marcell Todd, City Planning Commission
David Howell, Detroit Economic Growth Corporation

Appendix 3.

LEGAL MEETING NOTICE

AND

PUBLIC MEETING FLIERS

THE CITY OF DETROIT INVITES YOU TO ATTEND THE COMMUNITY BENEFITS PUBLIC MEETINGS FOR
FISHER BODY PLANT 21



**FOR MEETING SCHEDULE AND ALL PROJECT INFORMATION VISIT
WWW.DETROITMI.GOV/FISHERBODY21**

With advance notice of seven calendar days, the City of Detroit will provide interpreter services at public meetings, including 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.

TWO WAYS TO PARTICIPATE IN THE CBO MEETINGS

Following City of Detroit Health Department guidelines, residents will have the option to participate in all Community Benefits Public Meetings either virtually through Zoom or in-person. Masks and social distancing measures will be required at all in-person CBO Public Meetings.

ATTEND IN PERSON

Ford Piquette Avenue Plant
461 Piquette Ave., Detroit, MI 48202

JOIN REMOTELY VIA ZOOM

Register to receive meeting link
Dial by phone: +1 312 626 6799 Meeting
ID: 875 4586 0571



1ST MEETING

TUESDAY APRIL 12, 2022 6:00PM-7:30PM
CBO PROCESS AND PROJECT INFORMATION

2ND MEETING

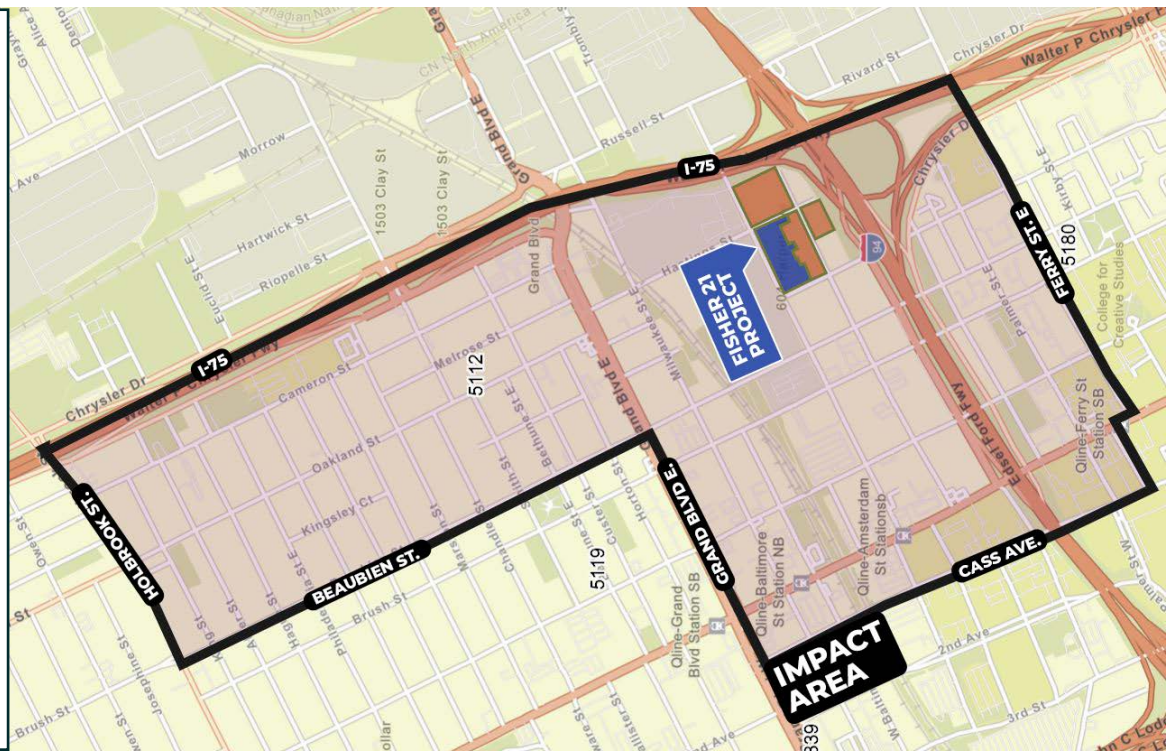
TUESDAY APRIL 26, 2022 6:00PM-7:30PM
ELECTION OF TWO (2) NEIGHBORHOOD
ADVISORY COUNCIL (NAC) MEMBERS -
ONLY IMPACT AREA RESIDENTS ATTENDING
IN PERSON MEETING MAY VOTE

ADVANCE REGISTRATION REQUIRED
www.Bit.ly/FisherBody21-CBO

LEGAL MEETING NOTICE

TO RESIDENTS LIVING WITHIN NOTICE AREA: Community Benefits Public Meeting for "Fisher Body Plant 21" proposed at 6051 HASTINGS ST, 666 HARPER AVE, and 991 HARPER AVE.

IMPACT AREA: The project Impact Area contains all of Census Tract 5112 as well as adjoining areas in the City of Detroit. As shown on the map, this area is bounded by Ferry Street on the south; I-75 on the east; Holbrook Street, E. Grand Blvd., and W. Grand Blvd. on the north; Beaubien Street and Cass on the West. The neighborhoods located within the Impact Area include Milwaukee Junction and Medbury Park, as well as parts of the North End and Art Center.



PLEASE READ THIS IMPORTANT NOTICE FOR INFORMATION ABOUT COMMUNITY BENEFITS AND OTHER IMPACTS THAT MAY AFFECT YOU.

WHAT IS DETROIT'S COMMUNITY BENEFIT ORDINANCE?

The Community Benefits Ordinance (ORDINANCE NO. 2021-4) is a law that requires developers to proactively engage with the community to identify community benefits and address potential impacts of certain development projects. The ordinance was approved by Detroit voters in 2016 and amended by Detroit City Council in 2021.

The project's Impact Area was determined by the Planning & Development Department. As per the Community Benefits Ordinance (CBO), a nine (9) member Neighborhood Advisory Council (NAC) will be established for this community benefits process. Any Detroit resident who lives in the Impact Area and is over the age of 18 is eligible to serve on the Neighborhood Advisory Council.

Members of the NAC are expected to attend all scheduled public meetings during the CBO process: consisting of at least 5 meetings over a period of 2 – 3 months. **Attend the first CBO meeting on April 12th to learn more about this project and how you can participate in this public process. During the second CBO Meeting on April 26th, two (2) NAC members will be elected. Only Impact Area Residents attending the in person meeting on April 26th may vote in the NAC election.**

For more information visit, www.detroitmi.gov/FisherBody21 or contact Aaron Goodman at goodmana@detroitmi.gov

GENERAL INFORMATION FOR PROPOSED TIER 1 CBO DEVELOPMENT: FISHER BODY PLANT 21

The Developer ('Fisher Lofts 21, LLC'), which consists of Jackson Asset Management, Lewand Development, and Hosey Development is seeking to rehabilitate the Fisher Body Plant 21. Originally built in 1919, the Fisher Body Plant 21 is a 600,000 square foot former auto plant on a 4.7 acre parcel of land owned by the City of Detroit. The former auto body plant has been vacant since 1993 and is located at 6051 Hastings Street. The existing structure is proposed to be preserved and redeveloped into approximately **435 rental apartments; 38,000 square feet of commercial space; outdoor and indoor amenities; and up to 139 interior and 646 adjacent surface parking spaces.**

At least 20% of rental units will be affordable to those earning no more than 80% of Area Median Income (\$51,200 or less for a two-person household). Units will range in size from 490SF to 1,040SF and will include a mix of studio, 1 bedroom, 2 bedroom, 3 bedroom, and loft units. Proposed commercial uses include a ground level market / food hall, café, a second-floor co-working space, plus residential amenities such as internal courtyard / atrium, fitness center, swimming pool, bicycle parking, and rooftop terrace.

Fisher Body Plant 21 seeks full governmental approvals by the third quarter of 2022 with a goal to commence site remediation and construction in 2023.

ANTICIPATED PROJECT IMPACTS: The Neighborhood Advisory Council (NAC) will work directly with the developer and establish community benefits, which are included in the final development agreement approved by the Detroit City Council. The City of Detroit is aware of and acknowledges expressed community concerns related to this project in the following areas:

Construction

- Noise, dust, and demolition of any existing structures
- Environmental concerns due to the industrial legacy of the site
- Street and sidewalk closures
- Construction hours and equipment staging

Site Design and Vehicular Traffic

- Public Access to available parking
- Parking lot design and buffering / screening
- Site connectivity, traffic flow, and vehicular access through site
- Building impact on Milwaukee Junction neighborhood: pedestrian experience, public transit

Jobs

- Jobs created and access to jobs for Detroiters
- Hiring / prioritizing Detroit-based sub-contractors

Housing and Retail

- New market rate and affordable housing units in the neighborhood
- Access to retail space for local and small businesses
- Attracting retail businesses that meet the needs of neighborhood

Sustainability and Environment

- On-site storm water management for building and surface parking
- Efficient energy use through building design and clean electrification
- Access to electric vehicle charging and alternative mobility options
- On-site recycling and composting options for residents

THE CITY OF DETROIT INVITES YOU TO ATTEND THE COMMUNITY BENEFITS PUBLIC MEETINGS FOR

FISHER BODY PLANT 21



CBO MEETING SCHEDULE* - All meetings begin at 6pm

*** SCHEDULE SUBJECT TO CHANGE - FOR LATEST MEETING SCHEDULE AND ALL PROJECT INFORMATION VISIT WWW.DETROITMI.GOV/FISHERBODY21**

Attend the meetings with the Neighborhood Advisory Council (NAC) to learn more about the project and give your input! - Contact the NAC at FisherLoftsNAC@gmail.com

ADVANCE REGISTRATION REQUESTED www.Bit.ly/FisherBody21-CBO

ATTEND IN PERSON

Locations noted below

JOIN REMOTELY VIA ZOOM

Register to receive meeting link
Dial by phone: +1 312 626 6799
Meeting ID: 875 4586 0571

TUESDAY MAY 31st -NAC Meeting with Developer
Location: Ford Piquette Plant, 416 Piquette Ave.

TUESDAY JUNE 7th - NAC Meeting with Developer
Location: Tangent Gallery 715 E. Milwaukee Ave.

TUESDAY June 14th (If needed) - NAC Meeting with Developer
Location: Ford Piquette Plant, 416 Piquette Ave.



GENERAL INFORMATION FOR PROPOSED TIER 1 CBO DEVELOPMENT: FISHER BODY PLANT 21

The Developer ('Fisher Lofts 21, LLC'), which consists of Jackson Asset Management, Lewand Development, and Hosey Development is seeking to rehabilitate the Fisher Body Plant 21. Originally built in 1919, the Fisher Body Plant 21 is a 600,000 square feet former auto plant on a 4.7 acre parcel of land owned by the City of Detroit. The former auto body plant has been vacant since 1993 and is located at 6051 Hastings Street. The existing structure is proposed to be preserved and redeveloped into approximately **435 rental apartments; 38,000 square feet of commercial space; outdoor and indoor amenities; and up to 139 interior and 646 adjacent surface parking spaces.**



City of Detroit
Planning & Development
Department
www.detroitmi.gov/pdd

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THE CITY OF DETROIT INVITES YOU TO ATTEND THE COMMUNITY BENEFITS PUBLIC MEETINGS FOR

FISHER BODY PLANT 21



CBO MEETING SCHEDULE* - All meetings begin at 6pm

*** SCHEDULE SUBJECT TO CHANGE - FOR LATEST MEETING SCHEDULE AND ALL PROJECT INFORMATION VISIT WWW.DETROITMI.GOV/FISHERBODY21**

Attend the meetings with the Neighborhood Advisory Council (NAC) to learn more about the project and give your input! - Contact the NAC at FisherLoftsNAC@gmail.com

ADVANCE REGISTRATION REQUESTED www.Bit.ly/FisherBody21-CBO

MEETING INFORMATION

Locations noted below

JOIN REMOTELY VIA ZOOM

Register to receive meeting link
Dial by phone: +1 312 626 6799
Meeting ID: 875 4586 0571



TUESDAY JUNE 7th - NAC Meeting with Developer
ONLINE ONLY VIA ZOOM - NO IN PERSON MEETING

TUESDAY JUNE 14th (If needed) - NAC Meeting with Developer
Location: Ford Piquette Plant, 416 Piquette Ave.

GENERAL INFORMATION FOR PROPOSED TIER 1 CBO DEVELOPMENT: FISHER BODY PLANT 21

The Developer ('Fisher Lofts 21, LLC'), which consists of Jackson Asset Management, Lewand Development, and Hosey Development is seeking to rehabilitate the Fisher Body Plant 21. Originally built in 1919, the Fisher Body Plant 21 is a 600,000 square feet former auto plant on a 4.7 acre parcel of land owned by the City of Detroit. The former auto body plant has been vacant since 1993 and is located at 6051 Hastings Street. The existing structure is proposed to be preserved and redeveloped into approximately **435 rental apartments; 38,000 square feet of commercial space; outdoor and indoor amenities; and up to 139 interior and 646 adjacent surface parking spaces.**



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Planning & Development
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Appendix 4.

CBO PUBLIC MEETING SCHEDULE & MATERIALS

Utilization of hybrid meeting format to maximize public opportunity to participate in public CBO meetings

Following City of Detroit Health Department guidelines, residents had the option to participate in all Community Benefits Public Meetings either through Zoom or in-person. Eight of the nine CBO meetings took place in-person at the Ford Piquette Plant Museum located in the impact area at 461 Piquette. These meetings were simultaneously broadcast via Zoom where participants were able to hear and see the proceeding and participate through written and spoken comments and questions. Due to a potential Covid exposure among one of the participants, the June 7th meeting was conducted only on Zoom.

Following each meeting all materials and recordings were posted at <http://www.detroitmi.gov/FisherBody21> and distributed electronically. Hard copies of materials were available upon request.

Meeting Link and Registration for all CBO Public Meetings

Meeting Registration Link: <http://bit.ly/FisherBody21-CBO>

Dial-in by phone: +1 312 636 6799 - Meeting ID: 875 4586 6799

To allow for effective communication and follow-up, meeting participants were asked to pre-register or sign into the meetings. Over the course of the CBO process, 215 people pre-registered and 182 unique individuals attended at least one of the CBO public meetings (excluding City staff and Development team).

CBO Public Meetings and Materials

- Tuesday April 12, 2022 at 6pm - *Introduction of project and CBO process*
 - 52 attendees at Ford Piquette Plant and 49 attendees on Zoom
 - Meeting Presentation Slides: <https://detroitmi.gov/document/fisher21-community-meeting-presentation>
 - Meeting Recording:
<https://cityofdetroit.zoom.us/rec/share/STYLT9eaow-WxvFAg8viAqKaVe6Pc9OxIELo8l1xP89ZFkkl-WfX-lcmsonmCelt.xniWaJcCQokkanR6W?startTime=1649801505000>
- Tuesday April 26, 2022 at 6pm - *Introduction of project and CBO process; Election of 2 community selected members of the Neighborhood Advisory Council (NAC)*
 - 45 attendees at Ford Piquette Plant and 33 attendees on Zoom

- Meeting Presentation Slides: <https://detroitmi.gov/document/presentation-april-26th-cbo-meeting>
- Meeting Recording: <https://cityofdetroit.zoom.us/rec/share/mVfJagPAPDSFd2WfZ5vJlp372ll6yz6rdJfmvRQLPSOmq2xGz14N3-QlMjn4t2F.IIFi0xHg22NLh3jh?startTime=1651010108000>
- Tuesday May 3, 2022 at 6pm - *First convening of NAC and presentation of project details and financial incentives. The NAC participated in an orientation with PDD staff immediately before the regular 6pm meeting.*
 - 17 attendees at Ford Piquette Plant and 25 attendees on Zoom
 - Fisher 21 NAC Orientation Packet: <https://detroitmi.gov/document/fisher-21-nac-orientation-packet>
 - Meeting Presentation Slides: <https://detroitmi.gov/document/fisher21-community-benefits-meeting-may-3rd-presentation>
 - Meeting Recording: <https://cityofdetroit.zoom.us/rec/share/vjf9aipSs57vHDHl87dejx9cBMPs12TZj5KScI51OURk0N5hCkRXRH2ow12UIfFW.kJkDarU-TKlfZseF?startTime=1651615037000>
- Tuesday May 10, 2022 at 6pm - *NAC working session / formulation of questions and information requests*
 - 20 attendees at Ford Piquette Plant and 21 attendees on Zoom
 - Meeting Presentation Slides: https://detroitmi.gov/sites/detroitmi.localhost/files/2022-05/Fisher21_Community%20Meeting4_05.10.2022%20%281%29.pdf
 - Meeting Recording: https://cityofdetroit.zoom.us/rec/share/ld8auitcobB-pqG-yvS3PShESZYHu-roRkbdg-f3Ae_avsDu6lLt7UW6cYFo2DQ.-asJXGML5CP2hoD2?startTime=1652220295000
- Tuesday May 17, 2021 at 6pm - *NAC presentation of questions regarding project with responses from development team and relevant City departments*
 - 24 attendees at Ford Piquette Plant and 10 attendees on Zoom
 - Meeting Presentation Slides: <https://detroitmi.gov/document/fisher21-community-benefits-meeting-5-presentation>

- Meeting Recording:
https://cityofdetroit.zoom.us/rec/share/TyGFgeLi5_bT7jmOoqULnjdY4u0sSQi-T5Zk5hj0GUAAB8dhdRv5Ltx9gEGHJ8Ce.7xmTz2WynSHD-tLF?startTime=1652824963000
- Thursday May 24, 2022 at 6pm - *NAC working session to finalize community impact list / benefits request*
 - 21 attendees at Ford Piquette Plant and 14 attendees on Zoom
 - Meeting Recording:
https://cityofdetroit.zoom.us/rec/play/w9flYyehwHZlwZ9uCUaDthlhrlwkAN19cgtDaWK_OmVbPERuj-MTrUJubpvzfCgngoUpVbQzL6OsCxE.ZXLITr8kXLo_7NEo?startTime=1653429675000&_x_zm_rtaid=S99PW1UHQaybkBCpkYbqtW.1653668159900.b5ee89767a44c133ef29ccdf7a9ee0e8&_x_zm_rhtaid=545
- Thursday May 31, 2022 at 6pm - *NAC presentation to developer of community impact list / benefits request with initial response from development team*
 - 24 attendees at Ford Piquette Plant and 19 attendees on Zoom
 - Meeting Presentation Slides: <https://detroitmi.gov/document/fisher21-community-benefits-meeting-7-presentation>
 - Meeting Recording:
https://cityofdetroit.zoom.us/rec/share/YR4USaGTXkW_pHYIVHINTICtPI68ft_r_yowMBv816Z326oamze0694wVXAKErX.VIk5IEq76p4h5LSH?startTime=1654034333000
- Thursday June 7, 2022 at 6pm - *Further discussion between NAC and Developer as well as Q & A with project's environmental consultants and relevant regulatory agencies*
 - 36 attendees, meeting took place on Zoom only
 - Meeting Presentation Slides: <https://detroitmi.gov/document/fisher21-community-benefits-meeting-8-presentation>
 - Meeting Recording:
https://cityofdetroit.zoom.us/rec/share/Otl7_iCVA9kr4QsATz4hP6Ljgqr

[dt-dz6oxx9LLQJx1ODsJ2CrS U0uWtSIIFOhm4.z-](https://detroitmi.gov/document/fisher-body-21-community-meeting-presentation)

[QFN RDjB5KDwti4?startTime=1654639222000](https://detroitmi.gov/document/fisher-body-21-community-meeting-presentation)

- Thursday June 14, 2022 at 6pm – *Continued discussion between NAC and Developer concerning proposed project mitigations and community benefits*
 - 19 attendees at Ford Piquette Plant and 10 attendees on Zoom
 - Meeting Presentation Slides: <https://detroitmi.gov/document/fisher-body-21-community-meeting-presentation>
 - Meeting Recording:
<https://cityofdetroit.zoom.us/rec/share/fLaRs3zMDgDfBgjdHROcH0JoS7tNZsFgOj-MNXMP3h10sKpXyJxty3OYWt9RXJmj.HFIZH6F3wSbq5aQ3>

Appendix 5.

NEIGHBORHOOD ADVISORY COUNCIL ORIENTATION PACKET

Welcome to the **FISHER BODY PLANT 21 CBO NAC Orientation**



May 3, 2022

AGENDA

Introductions / Icebreaker

Serving on a NAC – Requirements and Best Practices

Establishing Group Expectations

Identifying Project Impacts and Community Benefits

Related City Policies

Project Schedule and Approvals Calendar

CBO Process Review (for reference)

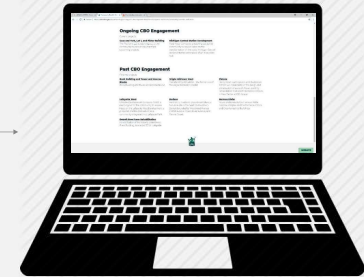
NEIGHBORHOOD ADVISORY COUNCIL (NAC)

- **Ron Chapman II** - Elected by Impact Area Residents
- **Sheila Hamilton** - Elected by Impact Area Residents
- **Dirra "D.R." Castelow** - Appointed by Council President Mary Sheffield
- **Chenita Gary** - Appointed by Council Member Coleman A. Young II
- **Detonya Clark** - Appointed by Council Member Mary Waters
- **Pat Linklater** - Appointed by Planning & Development
- **John Patrick** - Appointed by Planning & Development
- **Lynnette Roberson** - Appointed by Planning & Development
- **Malik Wali** - Appointed by Planning & Development
- **Halima Cassells** - Alternate

THROUGHOUT THE PROCESS

**THE CBO
WEBSITE IS
UPDATED
REGULARLY
WITH PUBLIC
MEETING TIMES,
DATES, &
PRESENTATIONS
+ THE SIGNED
COMMUNITY
BENEFITS
PROVISION**

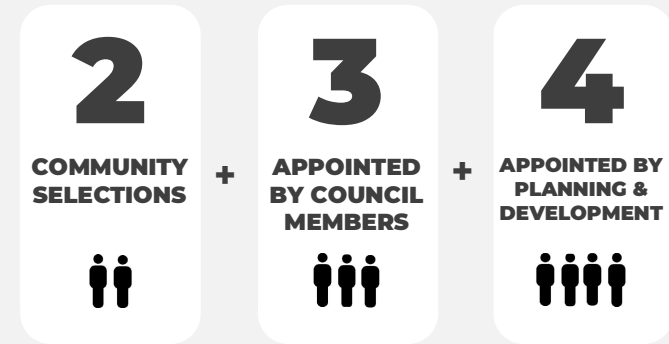
WWW.DETROITMI.GOV/FISHERBODY21



**YOU CAN ALSO SUBSCRIBE TO EMAIL UPDATES ON THE WEBSITE
ALL PREVIOUS CBO INFO AT WWW.DETROITMI.GOV/CBO**

SERVING ON THE NEIGHBORHOOD ADVISORY COUNCIL (NAC)

NEIGHBORHOOD ADVISORY COUNCIL (NAC) SELECTION - 9 MEMBERS



NAC – ROLES & RESPONSIBILITIES

ELIGIBILITY

- Resident of the impact area
- At least 18 years of age
- No conflict if Interest: Employee or financial relationship with the developer or an employee of a City of Detroit department or authority directly involved in the project

REQUIREMENTS

- Attend all scheduled CBO meetings
- Develop NAC impact list
- Review Community Benefits Report written by the Planning and Development
- Develop a letter of consensus of the proposed Community Benefits
- Compliance: Review biannual compliance report to monitor progress and status of project
- Compliance: Attend annual meeting to discuss the status of the project

RESPONSIBILITIES

- You cannot use this position for personal gain
- You are agreeing to represent your fellow residents
- You are agreeing to provide feedback for the community
- You are agreeing to work together with fellow NAC members to make official recommendations to mitigate any negative impacts of the project
- You are advising the City of Detroit and City Council on how best to mitigate impacts

NAC – Conflict of Interest Disclosure

- Any person who is an agent, employee, or official of the developer, or an employee of a City department or authority directly involved in the development, must disclose such relationship
- If a conflict exists, the person is prohibited from serving on the Neighborhood Advisory Council.
- A conflict of interest for this purpose means any financial interest held personally or by an immediate family member in the Tier 1 Development Project developer entity

NAC – Public Process and Open Meetings Act

- The CBO is a public process and in the spirit of transparency, all meetings of the NAC with the developer or other entities should be public
- The NAC is “advisory” in nature and therefore not subject to the Michigan Open Meetings Act
- All actions of the NAC may be taken with the consent of a majority of the NAC members serving

NAC – Attendance and Process

- Attendance is mandatory at all scheduled meetings unless advance written notice is provided to the NAC
- If any NAC member misses more than one scheduled meeting, a permanent replacement may be appointed by, at the discretion of the NAC

ANTICIPATED FISHER BODY 21 PROJECT CBO SCHEDULE										
Meetings	April 2022					May 2022		June 2022		
	WK 1	WK 2	WK 3	WK 4	WK 5	WK 6	WK 7	WK 8	WK 9	WK 10
Meeting 1 - Introduction to CBO*	12-Apr									
Meeting 2 - NAC Selection (2 members selected by the public)		26-Apr								
Bye Week - City Selection Week + NAC Orientation										
Meeting 3 - Developer Project Presentation to NAC				3-May						
Meeting 4 - NAC Working Session: Drafts Project Impacts & Community Benefits					10-May					
Meeting 5 - NAC Presents Project Impacts & Community Benefits						17-May				
Meeting 6 - NAC Working Session: Finalizes Project Impacts & Community Benefits							24-May			
Meeting 7 - Developer Presents Responses to Community Benefits								31-May		
Meeting 8 - NAC Working Session: Prepares Letter of Consensus									7-Jun	
Meeting 9 - Continued Developer / NAC Discussion (if needed)										14-Jun

*Please note that this schedule might change and will be updated as we progress.

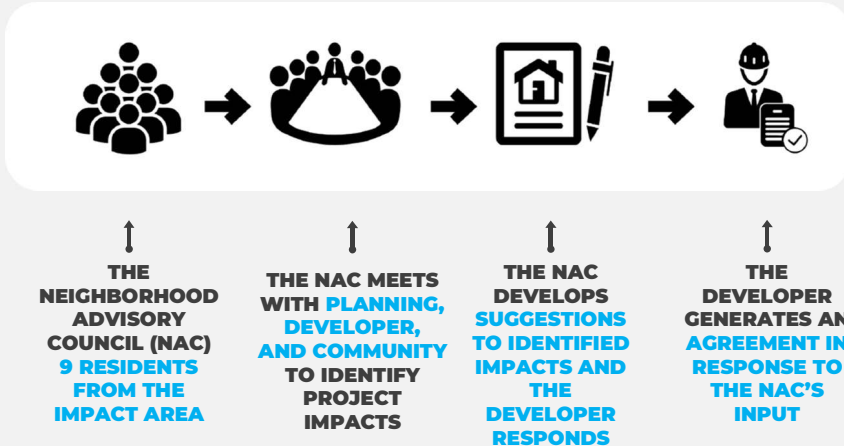
NAC – Process and Communication Best Practices

- ❖ Create working agreements and group expectations for how you will work together
- ❖ Establish an email address where the public can reach you
- ❖ Create an email group for internal communication
- ❖ Create a shared folder for documents - to be posted on the project website
- ❖ Establish NAC roles – ex. Chair, co-chair

IDENTIFYING PROJECT IMPACTS AND BENEFITS

CBO TIER 1 PROCESS

Identifying Project Impacts and Mitigations



CBO TIER 1 PROCESS Typical Schedule : Ten Weeks

WEEK 1: **PUBLIC MEETING 1** - INTRO MEETING

WEEK 3: **PUBLIC MEETING 2** - INTRO / RESIDENT VOTE FOR 2 NAC MEMBERS

NAC ORIENTATION

WEEK 4: **PUBLIC MEETING 3** - DEVELOPER PRESENTATION & DEGC PRESENTS INCENTIVES PACKAGE)

WEEK 5: *PUBLIC MEETING 4 - NAC WORKING SESSION*

WEEK 6: **PUBLIC MEETING 5** - NAC PRESENTATION OF IMPACTS

WEEK 7: *PUBLIC MEETING 6 - NAC WORKING SESSION*

WEEK 8: **PUBLIC MEETING 7** - DEVELOPER RESPONSE + NAC MAY VOTE ON PACKAGE

WEEK 9: *PUBLIC MEETING 8 - NAC WORKING SESSION + PREPARATION OF SUPPORT LETTER*

WEEK 10: **PUBLIC MEETING 9** - IF NEEDED: CONTINUED DEVELOPER / NAC DISCUSSIONS

WEEK 11: *MORE MEETINGS IF VOTED BY THE NAC*

BEFORE PUBLIC MEETING #3

PDD INFORMS NAC MEMBERS VIA EMAIL OR PHONE THAT THEY HAVE BEEN SELECTED & HOLDS AN ORIENTATION TO PROVIDE THE NAC WITH:

- MEETING AGENDAS
- ROLES & RESPONSIBILITIES
- PREVIOUS EXAMPLES OF CBOS
- NAC CONTACT LIST

HOW THE NAC IDENTIFIES IMPACTS

Collect and review project specific information

- Project description and details
 - Design, Housing Units, Retail Space, Parking
- Traffic studies
- Environmental Studies
- Incentives information and "net-benefit" analysis from DEGC
- Local Hiring Plan

HOW THE NAC IDENTIFIES IMPACTS

Engage your neighbors

- Communication strategies
 - Publicize the CBO Meetings through your networks
 - Utilize an email address for neighbors to reach the NAC
- Identify key stakeholders /groups
 - i.e. block clubs, business association, local non-profits
- Think about who is missing - who won't /can't attend the CBO meetings yet whose input is needed
- Other ideas...

PDD IDENTIFIED POTENTIAL IMPACTS

A. Construction

- Noise, dust, and demolition of any existing structures
- Environmental concerns due to the industrial legacy of the site
- Street and sidewalk closures
- Construction hours and equipment staging

B. Site Design and Vehicular Traffic

- Public Access to available parking
- Parking lot design and buffering / screening
- Site connectivity, traffic flow, and vehicular access through site
- Building impact on Milwaukee Junction/Medbury Park neighborhoods: including pedestrian experience and public transit

C. Jobs

- Jobs created and access to jobs for Detroiters
- Hiring /prioritizing Detroit-based sub-contractors

D. Housing and Retail

- New market rate and affordable housing units in the neighborhood
- Access to retail space for local and small businesses
- Attracting retail businesses that meet the needs of neighborhood

E. Sustainability and Environment

- On-site storm water management for building and surface parking
- Efficient energy use through building design and clean electrification
- Access to electric vehicle charging and alternative mobility options
- On-site recycling and composting options for residents

**Intended as suggestions -
NAC may change, remove, or
add other impacts*

HOW THE NAC IDENTIFIES IMPACTS

Collect and review relevant City of Detroit Plans and Policies

- Community Benefits Ordinance
- Other relevant City policies
 - Affordable housing requirements
 - Workforce requirements /Executive Orders
 - Zoning and Site Design requirements
 - Sign Ordinance
- Review other plans for the neighborhood
 - City of Detroit Master Plan of Policies
 - Detroit Future City Milwaukee Junction Study

DECIDING WHAT BENEFITS TO ASK FOR AT MEETING 4 – May 17

- Review documents and information that has been presented or collected
- Continue to listen to your neighbors – both at the CBO meetings and via other methods
- Learn from previous CBO projects
- Review existing City policies
- Prioritize your list and build consensus among the NAC
- Present to developer at Meeting 4 – May 17
- Developer will respond at Meeting 5 – May 31

COMMONLY USED ACRONYMS

- AMI - Area Median Income
- BSEED - Buildings, Safety, Engineering, and Environmental Department
- CBO - Community Benefits Agreement
- CRIO - Civil Rights, Inclusions, and Opportunity Department
- DEGC - Detroit Economic Growth Corporation
- DBRA - Detroit Brownfield Redevelopment Authority
- DON - Department of Neighborhoods
- HRD - Housing and Revitalization Department
- NAC - Neighborhood Advisory Council
- PDD - Planning and Development Department
- TIF - Tax Increment Financing

ZONING ANALYSIS

PROJECT : Fisher Body Plant 21
 DATE : November 1, 2021
 CLIENT : Fisher 21 Lofts, LLC

ZONING DISTRICT : M4 - Intensive Industrial District
 OVERLAY/HISTORIC DISTRICTS : NONE

USES

BY-RIGHT:

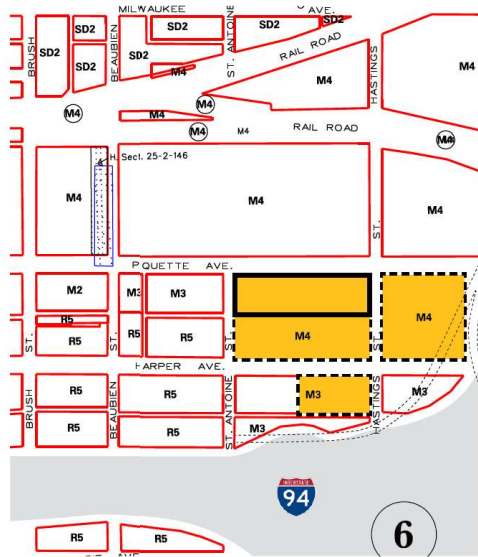
Art gallery
 Assembly hall
 Bake shop, retail
 Banquet hall
 Brew pub, micro brewery, small distillery or winery
 Business college or commercial trade school
 Dry cleaning, laundry or laundromat
 Co-art trash
 Golf course, miniature
 Medical or dental clinic
 Office, business or professional
 Parking lots, parking structure
 Pool or billiard hall
 Private club, lodge or similar use
 Produce or food markets
 Recreation, indoor commercial and health club
 Restaurant, carry-out or fast-food w/ or w/o drive-up
 Restaurant, standard
 Retail sales
 School/studio of dance, gymnastics, music, art, cooking
 Warehousing, storage building or public storage houses
 Research or testing laboratory
 Machine shop
 Theater and concert cafe
 Secondhand stores and secondhand jewelry stores

CONDITIONAL:

Lofts
 Residential uses combined in structures with permitted commercial uses
 Auditoriums, public
 Library
 Museum
 Outdoor recreation facility
 Religious institution
 Dance hall, public
 Pawnshop

ENTITLEMENT PROCESS:

- Plan Review req'd for Conditional Use and certain by-right uses.
 Conditional Use requires special land use hearing.



MCINTOSH ARCHITECTURE
 PORIS ASSOCIATES
 FISHER 21
 LOFTS, LLC

SITE
 CONDITIONS
 04
 01.27.2022

RELATED POLICIES TO CONSIDER

- Inclusionary Housing Ordinance:** Sets affordability requirements for housing developments that receive City subsidy and also establishes the "Affordable Housing Development and Preservation Fund" for creating deeply affordable housing.
 - Fisher Body Plant 21 is already committed to providing 20% of its rental units as affordable to those making 80% of AMI (\$50,240 or less for a two-person household)
- Executive Order 2016-1:** For all private development projects receiving \$3M or more in City incentives or tax abatements - at least 51% of the work must be completed by Detroit residents. Projects that do not meet the Workforce Target must pay a fine that funds City of Detroit Workforce Development Programs
- Construction Site Regulations:** Ensure the safety of workers and the public on and near a construction site, including noise, disturbances, hours of construction, dust and debris, and lead and asbestos handling. Standards set and enforced by State of Michigan (MIOSHA) and City of Detroit (BSEED)
- Signage and Lighting Code:** City of Detroit has a sign ordinance in order to properly regulate the size location, lighting and construction of signage as well as intensity and location of lighting
- Physical Accessibility Requirements:** These are governed by the Americans with Disabilities Act (ADA)

TYPES OF BENEFITS INCLUDED IN PREVIOUS CBOs

- Construction Management / Mitigation
- Parks and Public Space Improvements
- Site Design and Vehicular Traffic
- Parking and Public Transportation
- Jobs and Workforce Development
- Affordable Housing
- Supporting Local Businesses and Retail
- Public Engagement

CBO Tip:
Each project is different - in scope, cost, and impact - and the needs of each neighborhood are different too.

The impacts and benefits requested by the NAC should strive to be in response to community needs and proportional to the project's impact

**Not exhaustive or limiting in what NAC may identify as important project mitigations or benefits*

CBO AGREEMENT OUTCOMES

CONTRIBUTIONS FOR 6 YEARS TO GROW DETROIT YOUNG TALENT (GDYT)
 (PISTONS)

CONTRIBUTION TO THE AFFORDABLE HOUSING LEVERAGE FUND (AHLF)
 (MICHIGAN CENTRAL STATION)

DONATION TO CCNDC FOR COMMUNITY SPACE BUILDING IMPROVEMENTS
 (WIGLE)

HOUSING AFFORDABILITY COMMITMENT: FEWER UNITS BUT MORE AFFORDABLE
 (WIGLE AND MICHIGAN & CHURCH)

WINDOW CLEANING FOR RESIDENTS IMPACTED BY DUST FROM DEMOLITION
 (LAFAYETTE WEST & THE MID)

CONTRIBUTIONS TO WORKFORCE DEVELOPMENT AND EDUCATION PROGRAMS
 (MCS and FCA)

DONATION FOR IMPROVEMENTS TO LAFAYETTE PARK
 (LAFAYETTE WEST)

SPECIFIED PARKING, DEVELOPMENT AND TRAFFIC MANAGEMENT STANDARDS
 (LAFAYETTE WEST)

1.5 ACRES OF PUBLIC SPACE WITHIN 12 MIN WALK OF THE DEVELOPMENT
 (WIGLE)

RESTORATION OF HUTCHINS FIELD FOR COMMUNITY SPORTS AND RECREATION USE
 (HERMAN KIEFER)

60 OUTDOOR BASKETBALL COURTS THROUGHOUT CITY
 (PISTONS)

PRESERVATION OF HISTORIC STRUCTURES
 (MICHIGAN & CHURCH AND BOOK / MONROE)

FUNDING FOR N'HOOD PLANNING / IMPLEMENTATION DEMOLITIONS, & HOME REPAIR
 (MCS & FCA)

SOUND BARRIER WALL CONSTRUCTION TO PROTECT NEIGHBORING HOMES
 (FCA)

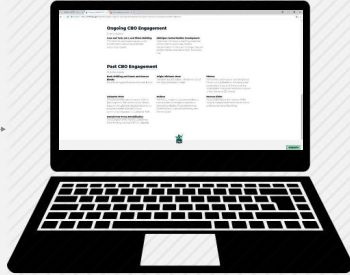
AFFORDABLE HOUSING AGREEMENT TO CREATE OR PRESERVE 700 UNITS
 (HUDSON'S & BOOK / MONROE)

CRATION OF NEIGHBORHOOD IMPACT FUNDS
 (MICHIGAN CENTRAL STATION, FCA, AND MICHIGAN & CHURCH)

PREVIOUS CBO AGREEMENTS

THE CBO WEBSITE CONTAINS ALL PRESENTATIONS, CBO REPORTS, & COMMUNITY BENEFITS PROVISIONS FROM PAST PROJECTS

WWW.DETROITMI.GOV/CBO



CBO PROCESS – OTHER PROJECT APPROVALS

- CBO Report and Provisions Finalized – Meeting 5 on May 31st
 - **if agreement reached between NAC and Developer
- Site Plan Approval
- Detroit Brownfield Redevelopment Authority (DBRA) – as scheduled*
 - Community Advisory Council – May 25th
 - Local Public Hearing – June 6th
 - DBRA Board Approval – June 8th
- City Council Public Hearing for Tax Abatement and Brownfield TIF – July 2022

NAC – SETTING GROUP EXPECTATIONS

Things to consider as a NAC going into Meeting 3 – May 3

- Decision making as a group
- Record-keeping
- Specific roles for NAC members
- How you will work together
- Making room for everyone's voice
- Acknowledging personal self-interests or bias
- Communications and engaging your neighbors
- What you need from PDD

What is the
**COMMUNITY
BENEFITS
ORDINANCE?**

CBO FAST FACTS



CBO WAS APPROVED BY DETROITERS IN 2016 ELECTIONS



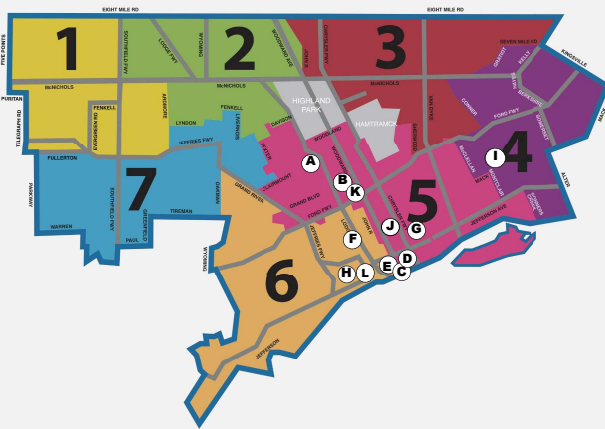
A PROCESS FOR DEVELOPERS TO PROACTIVELY ENGAGE WITH THE COMMUNITY TO IDENTIFY AND ADDRESS ANY PROJECT IMPACTS

CBO TRIGGERS

The Community Benefits Ordinance Tier 1 requirements applies to a development project if it has...



11 CBO TIER 1 PROJECTS COMPLETED SINCE 2017*



- A** HERMAN KIEFER
5 MEETINGS
- B** PISTONS
6 MEETINGS
- C** HUDSONS
5 MEETINGS
- D** BOOK TOWER & MONROE BLOCKS
6 MEETINGS
- E** DETROIT FREE PRESS BUILDING
4 MEETINGS
- F** WIGLE: MIDTOWN WEST
8 MEETINGS
- G** LAFAYETTE WEST
5 MEETINGS
- H** MICHIGAN CENTRAL STATION
8 MEETINGS
- I** FIAT CHRYSLER ASSEMBLY PLANT
8 MEETINGS
- J** THE MID
5 MEETINGS
- K** CASS & YORK
(PROCESS SUSPENDED AFTER 7th MEETING)
- L** MICHIGAN & CHURCH ST.
6 MEETINGS

CBO ENGAGEMENT OUTCOMES

11
TIER 1 CBO
Projects
Completed since
2017

75+
COMMUNITY
MEETINGS

111
RESIDENTS
have served on
Neighborhood
Advisory Councils

1K+
RESIDENTS
have participated
in CBO processes

CBO TIER 1 POSITIVE OUTCOMES

- It creates an opportunity for meaningful community engagement on private developments
- The community has an opportunity to express potential project impacts in a direct dialogue with the developer
- The developer has a chance to hear what's important to the community
- The community is better informed about the project and construction timeline
- Serving on the NAC provides Detroiters the opportunity to meaningfully impact the City's growth



How does the **COMMUNITY BENEFITS ORDINANCE** Work?

PROJECT IMPACT AREA

The planning department reviews the project scope and **defines the impact area**. Impact area includes at least the census tract of the project

A notice of the first CBO meeting is **mailed to all residents within 300ft of the impact area**.

The impact area is determined to identify **who can serve** on the Neighborhood Advisory Council (NAC) and **who can vote** to select 2 representatives to serve on the NAC

The CBO process is set up to focus discussion around the **impact area residents**, however all meetings are open to the public and all are welcome to participate in the process.

THE CITY OF DETROIT INVITES YOU TO ATTEND THE COMMUNITY BENEFITS PUBLIC MEETINGS FOR **FISHER BODY PLANT 21**

FOR MEETING SCHEDULE AND ALL PROJECT INFORMATION VISIT WWW.DETROITMI.GOV/FISHERBODY21

With advance notice of seven calendar days, the City of Detroit will provide interpreter services at public meetings, including language translation and reasonable risk accommodations. Please contact the Civil Rights, Inclusion and Opportunity Department at 313-224-4951, through the TTY number 711 or email craig@detroitmi.gov to schedule these services.

TWO WAYS TO PARTICIPATE IN THE CBO MEETINGS

Following City of Detroit Health Department guidelines, residents will have the option to participate in all Community Benefits Public Meetings either virtually through Zoom or in-person. Masks and social distancing measures will be required at all in-person CBO Public Meetings.

<p>ATTEND IN PERSON Ford Piquette Avenue Plant 461 Piquette Ave. Detroit, MI 48202</p>		<p>1ST MEETING TUESDAY APRIL 12, 2022 6:00PM-7:30PM CBO PROCESS AND PROJECT INFORMATION</p> <p>2ND MEETING TUESDAY APRIL 26, 2022 6:00PM-7:30PM ELECTION OF TWO (2) NEIGHBORHOOD ADVISORY COUNCIL (NAC) MEMBERS BY RESIDENTS</p>
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JOIN REMOTELY VIA ZOOM
Register to receive meeting link
Dial by phone: +1 312 626 6799 Meeting ID: 875 4586 0571

ADVANCE REGISTRATION REQUIRED
www.detroitmi.gov/FisherBody21-CBO

LEGAL MEETING NOTICE
Notice is hereby given that the City of Detroit is holding public meetings for the purpose of discussing the proposed development of the Fisher Body Plant 21. The project is located at the intersection of E Grand Blvd and W Grand Blvd. The impact area includes the census tracts of 9112, 9113, 9114, 9115, 9116, 9117, 9118, 9119, 9120, 9121, 9122, 9123, 9124, 9125, 9126, 9127, 9128, 9129, 9130, 9131, 9132, 9133, 9134, 9135, 9136, 9137, 9138, 9139, 9140, 9141, 9142, 9143, 9144, 9145, 9146, 9147, 9148, 9149, 9150, 9151, 9152, 9153, 9154, 9155, 9156, 9157, 9158, 9159, 9160, 9161, 9162, 9163, 9164, 9165, 9166, 9167, 9168, 9169, 9170, 9171, 9172, 9173, 9174, 9175, 9176, 9177, 9178, 9179, 9180, 9181, 9182, 9183, 9184, 9185, 9186, 9187, 9188, 9189, 9190, 9191, 9192, 9193, 9194, 9195, 9196, 9197, 9198, 9199, 9200, 9201, 9202, 9203, 9204, 9205, 9206, 9207, 9208, 9209, 9210, 9211, 9212, 9213, 9214, 9215, 9216, 9217, 9218, 9219, 9220, 9221, 9222, 9223, 9224, 9225, 9226, 9227, 9228, 9229, 9230, 9231, 9232, 9233, 9234, 9235, 9236, 9237, 9238, 9239, 9240, 9241, 9242, 9243, 9244, 9245, 9246, 9247, 9248, 9249, 9250, 9251, 9252, 9253, 9254, 9255, 9256, 9257, 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9424, 9425, 9426, 9427, 9428, 9429, 9430, 9431, 9432, 9433, 9434, 9435, 9436, 9437, 9438, 9439, 9440, 9441, 9442, 9443, 9444, 9445, 9446, 9447, 9448, 9449, 9450, 9451, 9452, 9453, 9454, 9455, 9456, 9457, 9458, 9459, 9460, 9461, 9462, 9463, 9464, 9465, 9466, 9467, 9468, 9469, 9470, 9471, 9472, 9473, 9474, 9475, 9476, 9477, 9478, 9479, 9480, 9481, 9482, 9483, 9484, 9485, 9486, 9487, 9488, 9489, 9490, 9491, 9492, 9493, 9494, 9495, 9496, 9497, 9498, 9499, 9500, 9501, 9502, 9503, 9504, 9505, 9506, 9507, 9508, 9509, 9510, 9511, 9512, 9513, 9514, 9515, 9516, 9517, 9518, 9519, 9520, 9521, 9522, 9523, 9524, 9525, 9526, 9527, 9528, 9529, 9530, 9531, 9532, 9533, 9534, 9535, 9536, 9537, 9538, 9539, 9540, 9541, 9542, 9543, 9544, 9545, 9546, 9547, 9548, 9549, 9550, 9551, 9552, 9553, 9554, 9555, 9556, 9557, 9558, 9559, 9560, 9561, 9562, 9563, 9564, 9565, 9566, 9567, 9568, 9569, 9570, 9571, 9572, 9573, 9574, 9575, 9576, 9577, 9578, 9579, 9580, 9581, 9582, 9583, 9584, 9585, 9586, 9587, 9588, 9589, 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Fisher Body Plant 21 Neighborhood Context

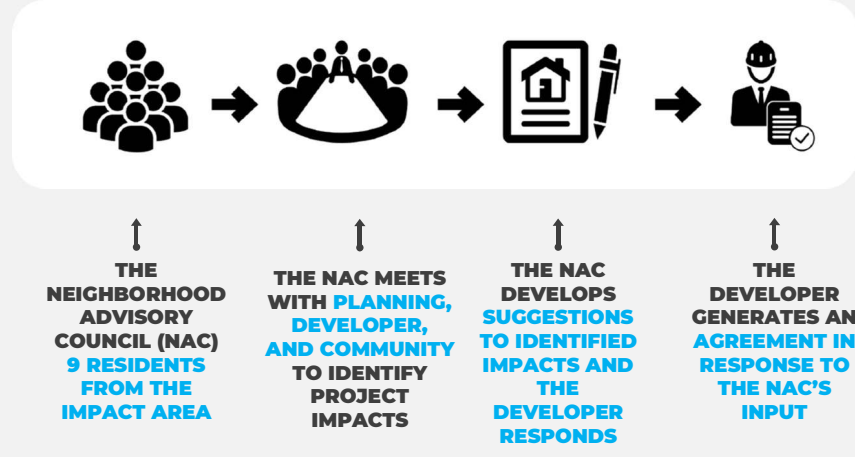


Fisher Body Plant 21 CBO Impact Area



CBO TIER 1 PROCESS

Identifying Project Impacts and Mitigations



CBO TIER 1 PROCESS Typical Schedule : Ten Weeks

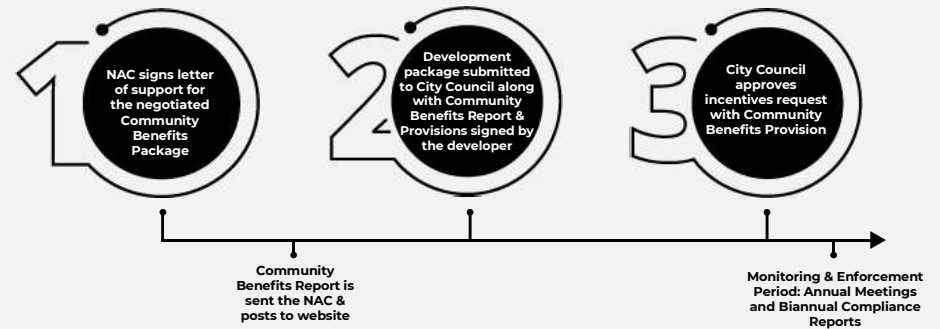
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NAC ORIENTATION
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- MEETING AGENDAS
- ROLES & RESPONSIBILITIES
- PREVIOUS EXAMPLES OF CBOS
- NAC CONTACT LIST

ONCE CBO TIER 1 MEETINGS ARE COMPLETED



Contract with Community Benefits Provision will be considered at City Council

COMMUNITY BENEFITS PROVISION CONTENT

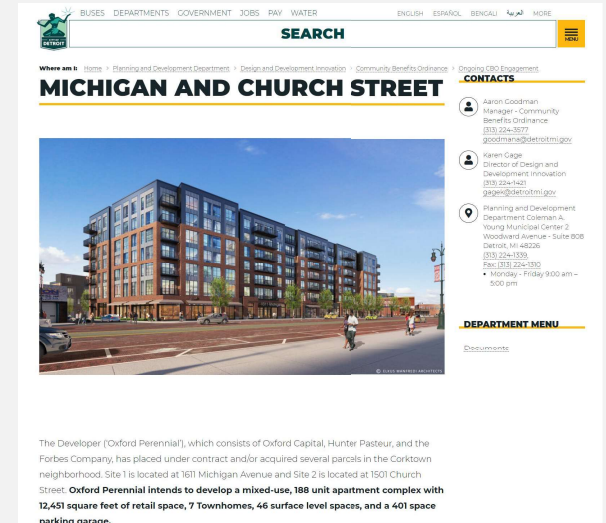
<p>Enforcement Mechanisms for the Community Benefits Provision</p> <p><i>Ex. Claw-back of City-provided-benefits, revocation of land transfers or land sales, penalties and fees</i></p>	<p>List of Benefits That Developer Has Agreed to Provide</p>
<p>Requirement for Developer to Submit Compliance Reports</p>	<p>Community Engagement Requirements</p>

ONCE CBO MEETINGS ARE COMPLETED

All documents and reports are posted on City of Detroit Website: Detroitmi.gov/CBO

PDD hosts Public Annual Update Meeting with NAC and Developer (at least 2 years)

Civil Rights, Inclusion, and Opportunity Department (CRIO) monitors and enforces agreement and publishes [Compliance Reports](#) for each completed project twice per year.



The screenshot shows the City of Detroit website interface. At the top, there are navigation links for 'BUSES', 'DEPARTMENTS', 'GOVERNMENT', 'JOBS', 'PAY', and 'WATER'. A search bar is prominently displayed. Below the search bar, the page title is 'MICHIGAN AND CHURCH STREET'. To the right, there is a 'CONTACTS' section listing Aaron Goodman as the Manager of Community Benefits Ordinance, with his phone number (313) 224-2677 and email address agoodmana@detroitmi.gov. Below the contact information is a photograph of a modern multi-story apartment building. At the bottom of the page, there is a 'DEPARTMENT MENU' section with a 'Documents' link.

THROUGHOUT THE PROCESS

THE CBO WEBSITE IS UPDATED REGULARLY WITH PUBLIC MEETING TIMES, DATES, & PRESENTATIONS + THE SIGNED COMMUNITY BENEFITS PROVISION

WWW.DETROITMI.GOV/FISHERBODY21



YOU CAN ALSO SUBSCRIBE TO EMAIL UPDATES ON THE WEBSITE ALL PREVIOUS CBO INFO AT WWW.DETROITMI.GOV/CBO

Planning & Development Department - Contacts

Aaron Goodman – Manager, Community Benefits Ordinance
goodmana@detroitmi.gov
 313-451-0687 (work cell phone)

Edwina King– Associate Director for Legislative Affairs and Equitable Development kinge@detroitmi.gov

www.detroitmi.gov/cbo

Appendix 6.

**COMMUNITY BENEFIT PUBLIC MEETING #3
PROJECT OVERVIEW AND DEGC PRESENTATION**

Welcome to the FISHER BODY PLANT 21 COMMUNITY BENEFITS MEETING



CBO Meeting #3 - May 3, 2022

AGENDA

- Neighborhood Advisory Council (NAC) Introductions
- Economic Benefit and Tax Incentives for Project
- Fisher Body Plant 21 Project Details Presentation
- NAC Discussion
- General Q & A

ANTICIPATED FISHER BODY 21 PROJECT CBO SCHEDULE

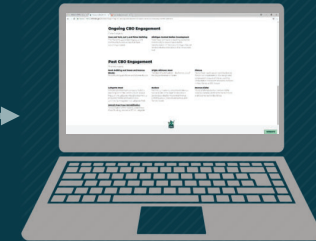
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NEIGHBORHOOD ADVISORY COUNCIL (NAC)

CBO TIER 1 PROCESS Neighborhood Advisory Council (NAC) Selection - 9 Members



NAC SELECTION – ROLES & RESPONSIBILITIES

ELIGIBILITY

- Resident of the impact area
- At least 18 years of age
- Must be nominated at the public CBO Meeting
- No conflict of interest: Employee or financial relationship with the developer or an employee of a City of Detroit department or authority directly involved in the project

REQUIREMENTS

- Must attend all scheduled CBO meetings
- Develop NAC impact list
- Review Community Benefits Report written by the Planning and Development
- Develop a letter of consensus of the proposed Community Benefits
- Compliance: Review biannual compliance report to monitor progress and status of project
- Compliance: Attend annual meeting to discuss the status of the project

RESPONSIBILITIES

- You cannot use this position for personal gain
- You are agreeing to represent your fellow residents
- You are agreeing to provide feedback for the community
- You are agreeing to work together with fellow NAC members to make official recommendations to mitigate any negative impacts of the project
- You are advising the City of Detroit and City Council on how best to mitigate impacts

NEIGHBORHOOD ADVISORY COUNCIL (NAC)

- Ron Chapman II – Elected by Impact Area Residents
- Sheila Hamilton – Elected by Impact Area Residents
- Dirra "D.R." Castelow – Appointed by Council President Mary Sheffield
- Chenita Gary – Appointed by Council Member Coleman A. Young II
- Detonya Clark – Appointed by Council Member Mary Waters
- Pat Linklater – Appointed by Planning & Development
- John Patrick – Appointed by Planning & Development
- Lynette Roberson – Appointed by Planning & Development
- Malik Wali – Appointed by Planning & Development
- Halima Cassells – Alternate

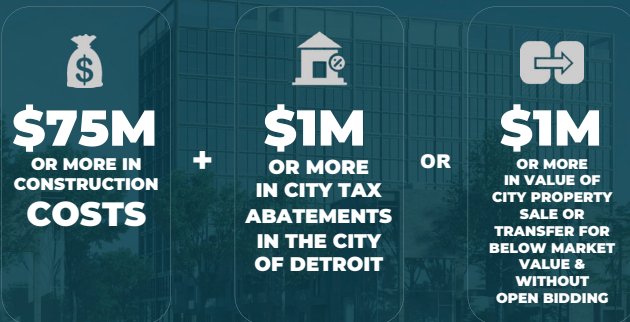
NAC – CONFLICT OF INTEREST DISCLOSURE

- Any person who is an agent, employee, or official of the developer, or an employee of a City department or authority directly involved in the development, must disclose such relationship
- If a conflict exists, the person is prohibited from serving on the Neighborhood Advisory Council.
- A conflict of interest for this purpose means any financial interest held personally or by an immediate family member in the Tier 1 Development Project developer entity

FISHER BODY 21 ECONOMIC BENEFIT AND TAX INCENTIVES - DEGC

CBO TIER 1 TRIGGERS

The Community Benefits Ordinance TIER I requirements only applies to a development project if...



Tax Incentives Overview



Property Tax Abatements

General Eligibility Criteria



Business Expansion



Rehabilitation of Blighted or Obsolete Building



State Law allows developers to reduce the future increase in taxes for a certain period of time



New construction of commercial property on vacant land

Definitions:

Obsolete Property Rehabilitation Act "OPRA" [PA 146]

- Provides property tax exemptions for commercial and commercial residential properties.
- Properties must meet eligibility requirements including a statement of obsolescence by the local assessor.
- The taxable value is frozen up to 12 years. Developer pays taxes on the frozen value.

NEZ

- Provides property tax exemptions for residential properties.
- Improvements on the property are exempt from taxes for up to 15 years. Developer pays taxes on the frozen value

Eligibility for Incentives

"But-For" Analysis

- Investment would not have occurred in Detroit without local incentives

Economic Benefits

- Create and/or retain jobs for Detroiters
- Represent an industry/asset class targeted by the City for job growth or development
- Brings other sources of investment (state or federal grants and loans)

Fiscal Benefits

- Provides increase in property and income tax revenues
- Ensures a net benefit to the City of Detroit over the incentive period
- **Does not reduce existing tax revenues for any local jurisdiction**

Strategic Benefits

- Project is consistent with the city's plans, corridor strategies, or strategic initiatives, including:
 1. Increased employment for Detroiters or blight elimination
 2. Local hiring and training programs for Detroit residents
 3. Local opportunities for Detroit-based businesses
 4. Preserves a building of historic significance

DEGC Evaluation of The Fisher Body Plant



Activation of Vacant Building w/ Public Amenities

Returning a vacant building to the tax rolls.



Job Attraction – # Direct Jobs

80 Full-time employees to work in property management and retail

400+ construction jobs with Local Hire commitments



"But For" Test

High construction and site remediation costs

Evaluation of metrics

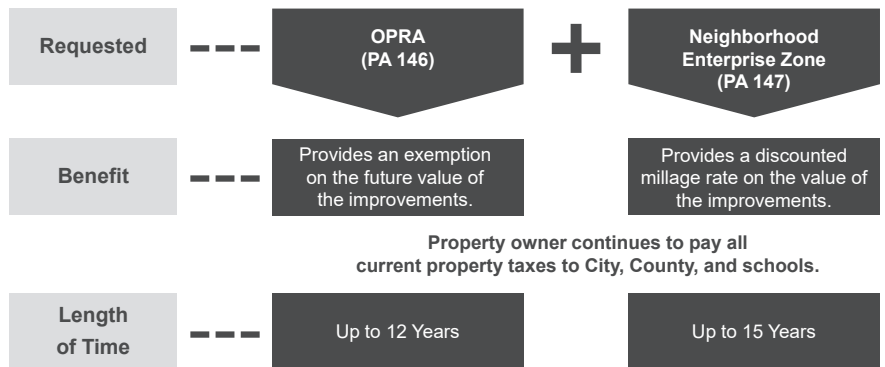
Underwriting must demonstrate economic need



Net Benefit

\$10.5M in net fiscal benefit to the City over 15 years

Fisher Body 21 Tax Abatements



Summary of Tax Abatements

Requested Abatements	Estimated Abated Taxes		Time Period
	Detroit	All Jurisdictions	
OPRA (PA 146)	\$853K	\$2.2M	12 Yrs
NEZ (PA 147)	\$5.3M	\$13.5M	15 Yrs
TOTAL	\$6.2M	\$15.7M	

**NET FISCAL
BENEFIT TO
THE CITY**

\$10.5M

15 Year
Analysis

City of Detroit Net Benefit Breakdown*

Revenues	
Property Taxes.....	\$8.0M
Income Taxes.....	\$6.3M
Utilities.....	\$7.6M
State Shared Sales Tax.....	\$460K
Permits, Fees, Misc.....	\$1.2M
Total Revenues	\$23.6M

Costs	
Services (Fire, Police, Etc.).....	\$992K
Utilities	\$3.2M
Tax Abatement.....	\$6.2M
Brownfield TIF.....	\$2.7M
Total Costs	\$13.1M

* DEGC Estimates over a 15 - year period

Brownfield Act



In 1996, Act 381 of the State of Michigan allowed a “**Qualified Local Governmental Unit**” to establish a Brownfield Redevelopment Authority (BRA)



Detroit is a Qualified Local Governmental Unit



In 1998 The Detroit Brownfield Redevelopment Authority (DBRA) was established

Eligibility for Brownfield



Facility
A property formally recognized as contaminated per the Natural Resources & Environmental Protection Act (NREPA), Michigan PA 451 of 1994



Historic Resource
A property located in a City, State and/or Federal Historic District



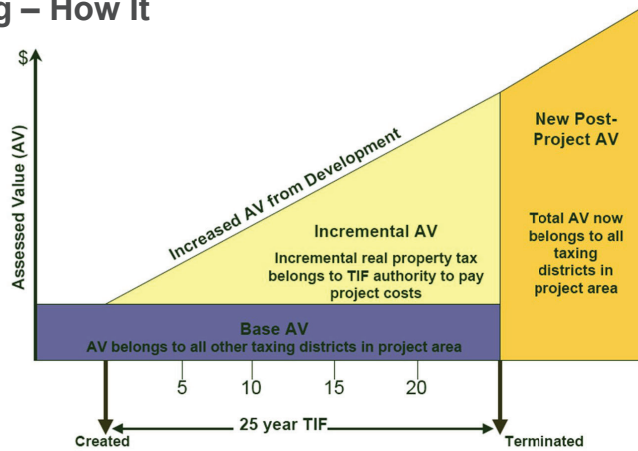
Functionally Obsolete / Blighted
Must also be accompanied by written confirmation from City Assessor

Public nuisance, utilities removed/destroyed, tax reverted, buried subsurface demolition material



Adjacency
Parcels directly adjacent to an eligible property

Tax Increment Financing – How It Works



Eligible Environmental Brownfield Costs



Environmental Testing & Reporting



Environmental Insurance



Removal & Remediation of Contamination

Eligible Non-Environmental Brownfield Costs

Demolition:

- *Interior
- *Building
- *Site

Infrastructure Improvements in the Public Right of Way:

- *Roads, sidewalks, curb & gutter, bike paths, public lighting
- *Sanitary sewers, storm sewers, water mains
- *Landscaping, park

Site Preparation

- *Clearing & Grubbing
- *Temporary measures: staking, fencing, traffic control, erosion controls

Lead, Asbestos & Mold Abatement

Green Storm Water Infrastructure

Parking Structures

Former Fisher Body Plan Summary of Brownfield Eligible Costs

Enviro Studies & Reports.....	\$103K	Infrastructure.....	\$5.2M
Enviro Clean Up.....	\$2.1M	Contingency (15%).....	\$2.4M
Demolition.....	\$2.6M	Brownfield & Work Plans.....	\$30K
Lead & Asbestos Abatement.....	\$5.1M	Interest.....	\$6.5M
Site Preparation.....	\$900K		
		Total Eligible Costs	\$24.9M

* Eligible costs have up to 30 years to be reimbursed

Brownfield and Incentive Approvals

CBO (In process & ongoing)

Brownfield Redevelopment Authority & CAC

- *First DBRA & CAC Meeting – 5/25/2022
- *DBRA Local Neighborhood Meeting – 6/6/2022
- *Final DBRA Vote – 6/8/2022

City Council Planning and Economic Development Meeting:

- *PED Public Hearing on Incentives, CBO Report, Land Sale & Brownfield – 7/7/2022

Full City Council Approval

- *Full Vote – 7/12/2022

Contact

David Laurence Howell

Director – Real Estate Development Services

dhowell@degc.org

313.294.5826

Brian Vosburg

Director – Brownfield Redevelopment Authority

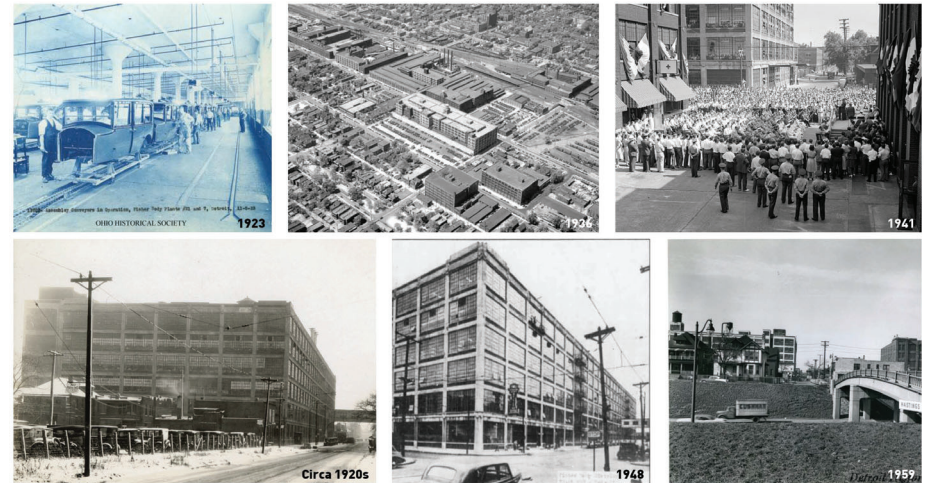
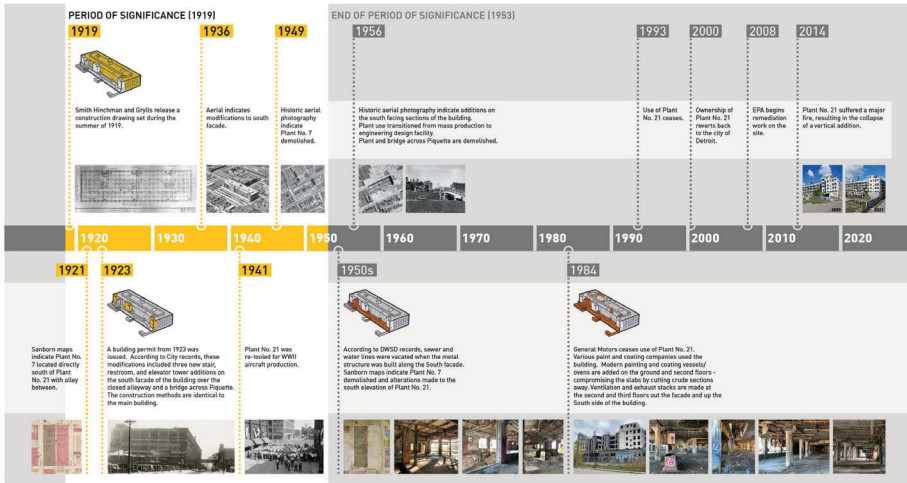
bvosburg@degc.org

313.237.4612

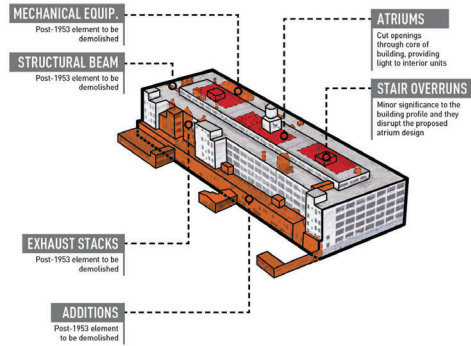


NAC Discussion

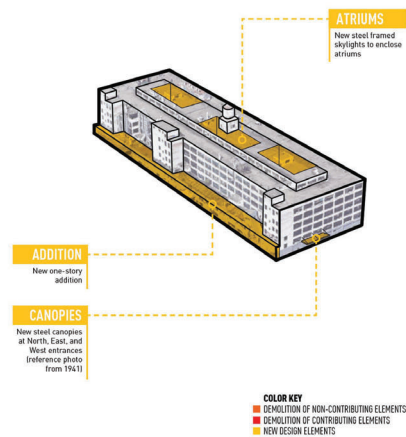




PROPOSED DEMO



PROPOSED NEW



ENVIRONMENTAL SITE ASSESSMENT

PHASE I : COMPLETED JANUARY 18, 2021 -- SUBMITTED TO EGLE
PHASE II : COMPLETED NOVEMBER 30, 2021 -- SUBMITTED TO EGLE

KEY TAKEAWAYS

- MATERIALS REMOVED BY US E.P.A. IN 2008:**
 - IMPACTED WOOD BLOCK FLOORING
 - ASBESTOS CONTAINING MATERIALS
 - BULK LIQUIDS
 - PCB-CONTAINING LIGHT BALLASTS
- KNOWN UNDERGROUND STORAGE TANKS (USTS) HAVE BEEN REMOVED**
- SUBSURFACE TESTING FOR METALS, PNAS, VOCs AND PCBs**
 - SEVERAL METALS AND PNAS EXCEED DRINKING WATER PROTECTION CRITERIA
 - SITE CONNECTED TO CITY WATER
- HARMFUL VAPOR MITIGATION SYSTEM**
 - SUB-SLAB DEPRESSURIZATION SYSTEM WILL BE DESIGNED AND INSTALLED UNDER FIRST FLOOR TO PRESUMPTIVELY MITIGATE VAPOR INTRUSION POTENTIAL (E.G. RADON MITIGATION SYSTEM)
- ASBESTOS & LEAD ABATEMENT**
 - ASBESTOS-CONTAINING MATERIALS WILL BE PROPERLY ABATED PRIOR TO THE UPCOMING RENOVATION PER FEDERAL EPA NESHAP REGULATION AND OSHA/MIOSHA ASBESTOS CONSTRUCTION STANDARD
 - LEAD-CONTAINING MATERIALS WILL BE APPROPRIATELY ADDRESSED AS PER THE OSHA/MIOSHA LEAD IN CONSTRUCTION STANDARD
- WASTE DISPOSAL**
 - ALL WASTES GENERATED DURING THE RENOVATION WILL BE DISPOSED OF AT LOCAL STATE-LICENSED LANDFILLS FOLLOWING ALL THE FEDERAL AND STATE REGULATIONS



STREETSCAPE + LANDSCAPE GOALS

- LARGE PUBLIC PROMENADE AT SOUTH OF BUILDING
- CAFE SEATING ALONG PIQUETTE
- ENHANCED ON-STREET PARKING
- TREES, SHRUBS, AND NATIVE PLANTS
- LIGHTING
- PLANTERS
- BIKE RACKS
- REPLACED SIDEWALKS
- SAFER, ADA-COMPLIANT PEDESTRIAN CROSSINGS

CIVIL ENGINEERING GOALS

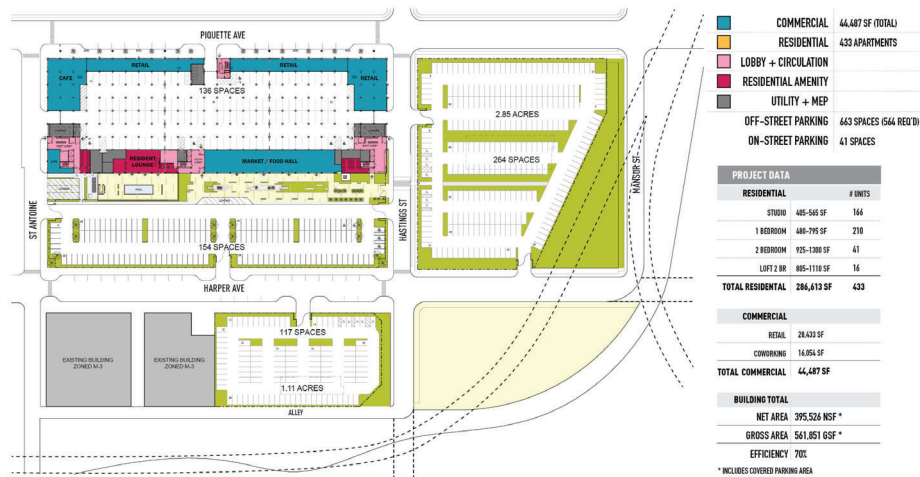
- TRAFFIC STUDY COMPLETED IN MARCH 2022
 - SUBMITTED TO THE CITY FOR REVIEW
- STORMWATER WILL BE TREATED & DETAINED ON-SITE
 - AS REQUIRED BY DWSD



SITE PLAN GOALS



SITE PLAN GOALS



SITE PLAN

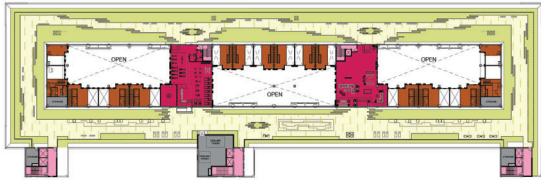


FLOOR PLANS



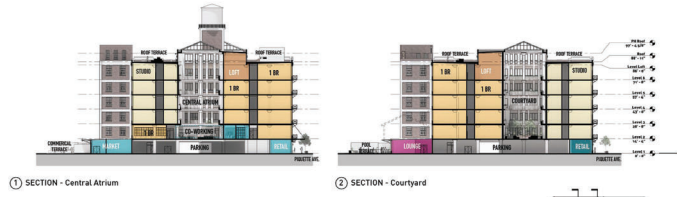
6th LEVEL

TYPE	AVG. AREA	QUANTITY
STUDIO	475 SF	33
1 BED	720 SF	33
2 BED	960 SF	8
LOFT	945 SF	16
		90
	NET	66,835 SF
	GROSS	83,425 SF
	EFFICIENCY	79%



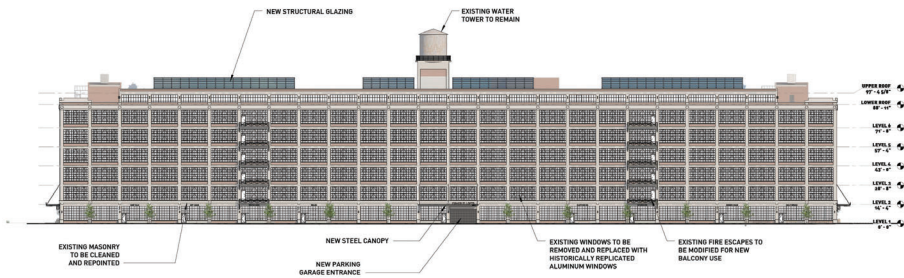
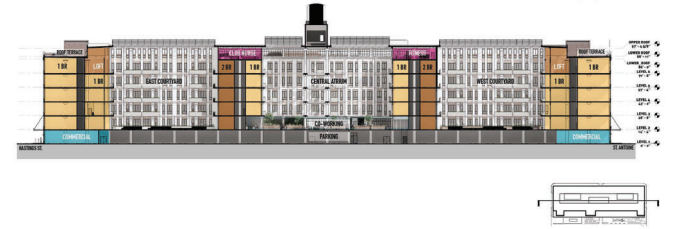
ROOF TERRACE

TYPE	AREA
CLUBHOUSE	2,840 SF
FITNESS	2,785 SF
TERRACE	54,360 SF

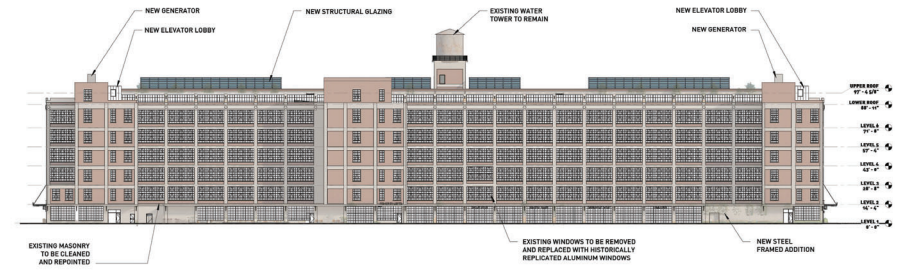


SECTION - Central Atrium

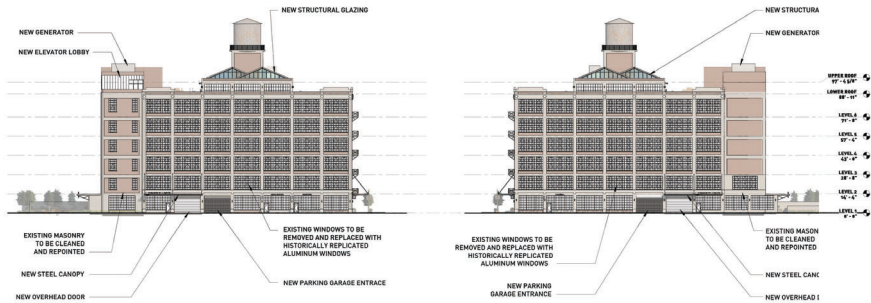
SECTION - Courtyard



NORTH ELEVATION - PIQUETTE ST



SOUTH ELEVATION



SOUTH ELEVATION

MCINTOSH ARCHITECTURE
PORIS ASSOCIATES | FISHER 21
LOFTS, LLC

EXTERIOR ELEVATIONS



MCINTOSH ARCHITECTURE
PORIS ASSOCIATES | FISHER 21
LOFTS, LLC

SOUTH SITE VIEW



MCINTOSH ARCHITECTURE
PORIS ASSOCIATES | FISHER 21
LOFTS, LLC

STREETSCAPE VIEWS



MCINTOSH ARCHITECTURE
PORIS ASSOCIATES | FISHER 21
LOFTS, LLC

ATRIUM VIEWS



MCINTOSH ARCHITECTURE
PORIS ASSOCIATES | FISHER 21
LOFTS, LLC

ATRIUM VIEWS



MCINTOSH ARCHITECTURE
PORIS ASSOCIATES | FISHER 21
LOFTS, LLC

SOUTH PROMENADE VIEW

NAC Discussion

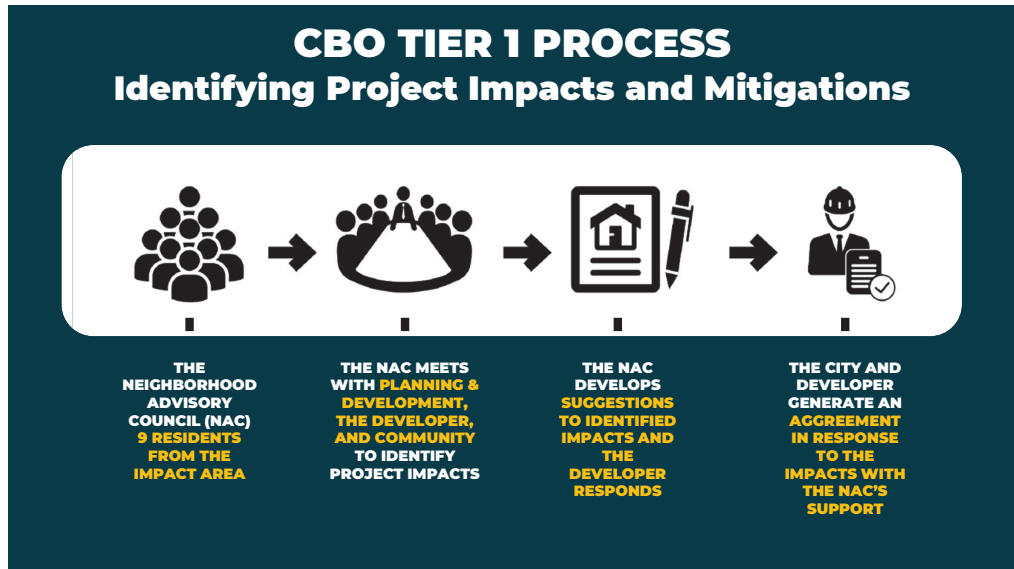


General Q & A



ANTICIPATED FISHER BODY 21 PROJECT CBO SCHEDULE										
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What Comes Next

Next CBO Meeting:
NAC Working Session
Tuesday May 10th at 6pm

- Public Meeting as NAC works to develop impacts
- In-person meeting at: Ford Piquette Plant – 461 Piquette St. Detroit 48202
- Remote access via Zoom
- Meeting registration at: <https://bit.ly/FisherBody21-CBO>
- All project notices and documents will be available at www.detroitmi.gov/FisherBody21

Appendix 7.

**COMMUNITY BENEFIT PUBLIC MEETING #5: NAC
PRESENTATION OF KEY COMMUNITY CONCERNS
AND QUESTIONS PRESENTED BY THE NAC**

Welcome to the FISHER BODY PLANT 21 COMMUNITY BENEFITS MEETING



CBO Meeting # 5 - May 17, 2022



AGENDA

Welcome and CBO Process Review

NAC Questions and Dialogue with City Departments + Developer

Project Impacts Discussion

Next Steps

CBO TIER 1 PROCESS Identifying Project Impacts and Mitigations



THE NEIGHBORHOOD ADVISORY COUNCIL (NAC) 9 RESIDENTS FROM THE IMPACT AREA

THE NAC MEETS WITH PLANNING & DEVELOPMENT, THE DEVELOPER, AND COMMUNITY TO IDENTIFY PROJECT IMPACTS

THE NAC DEVELOPS SUGGESTIONS TO IDENTIFIED IMPACTS AND THE DEVELOPER RESPONDS

THE CITY AND DEVELOPER GENERATE AN AGREEMENT IN RESPONSE TO THE IMPACTS WITH THE NAC'S SUPPORT

ANTICIPATED FISHER BODY 21 PROJECT CBO SCHEDULE

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DISCUSSION – GROUND RULES

Respect: for each other + the process

Listen actively: focus on understanding others' perspective

Focus on ideas, not individuals

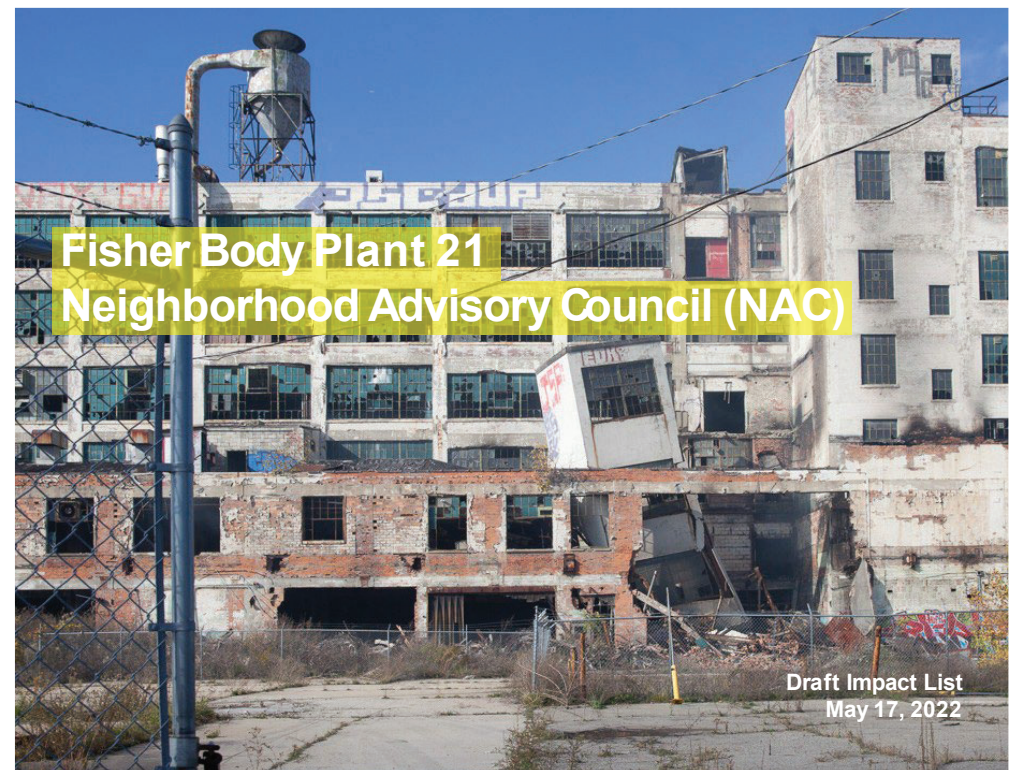
Keep an open mind

Assume good intentions

We are here to work together for the benefit of the community

CITY OF DETROIT DEPARTMENT REPRESENTATIVES

- Kate Humphrey: *Development Director, Central Region - Housing and Revitalization Department (HRD)*
- Sunny Jacob: *Project Manager, Traffic Engineering Division - Department of Public Works (DPW)*
- Malik Johnson: *Environmental Specialist - Building, Safety, Engineering and Environment (BSEED)*
- Sarah Stoolmiller: *Engineer, Permitting and Stormwater Management - Detroit Water and Sewerage Department (DWSD)*
- Jacob Jones: *Inclusion Lead - Civil Rights, Inclusion, and Opportunity (CRIO)*



What is the NAC?

Neighborhood Advisory Council (NAC) for this project is a diverse group of individuals who are representative of the people living within the impact area as defined by the City of Detroit Planning and Development Department.

Our role is to facilitate the Fisher 21 Community Benefits Process with the Developer, Detroit Economic Growth Corporation, and other entities (as necessary) on behalf of those living within the impact area and the city at large.

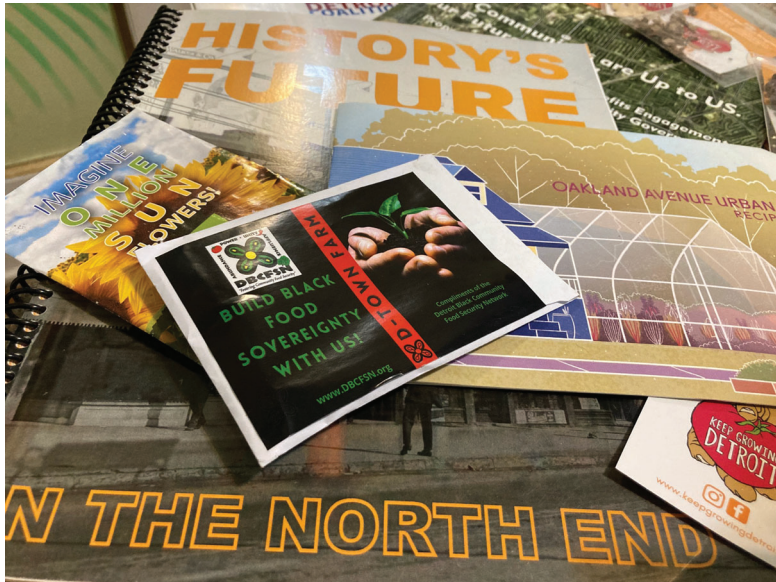
We are working in consultation with the Department of Neighborhoods, Detroit People's Platform, and Equitable Detroit City-wide CBO Coalition.

What is the goal?

The goal of this process is to ensure the healthy & safety of those within the impact area and a scalable community investment plan to reach those who need it most while being inclusive to everyone who will benefit from the Fisher Lofts development.

We understand a *hefty percentage* of this project will be *financed* through *tax abatements* and Tax Increment Financing (TIF). There are associated rewards and risks with both, and there must be Community Benefits Ordinance Compliance Monitoring.

How will this project align with community's Vision?



How will neighbors be protected and best served?

Who Is on the Fisher Body 21 NAC?

D.R. Castelow
Ronald Chapman II
Detonya Clark
Chenita Gary
Sheila Hamilton
Patricia Linklater
John Patrick
Lynnette Roberson
Malik Wali
Halima Cassells (Alternate)



How to Contact Us?

1. Email us @ FisherLofts21NAC@gmail.com
2. Come to the Meetings! Tuesdays at 6pm at 461 Piquette Ave.
3. Join on Zoom - sign up www.Bit.ly/FisherBody21-CBO
4. Dial by phone: +1 312 626 6799 Meeting ID: 875 4586 0571

NAC Member Highlight: Lynnette Roberson

*Lower North End Block Club Captain
Health and Wellness Advocate
Literacy Promoter
Community Leader*



“What we do here today affects us tomorrow”

NAC Member Highlight: D.R. Castelow

*Men of the North End Co-Founder
Annual 4th of July Celebration + Bike Giveaway
Founder of Ava's Famous Sweet Potato Cakes
Community Leader*



“I want to enjoy the new view and be able to shop at the market too.”

IMPACT LIST R&D

Q

1. QUESTIONS FOR Housing and Revitalization
A. Displacement + Affordability
2. QUESTIONS FOR Department of Public Works
A. Safety + Community Wellbeing
B. Public Amenities
3. QUESTIONS FOR DWSD
A. Safety + Community Wellbeing
B. Public Amenities
4. QUESTIONS FOR Civil Rights, Inclusion, and Opportunity
A. Jobs
5. QUESTIONS FOR BSEED
6. QUESTIONS FOR DEVELOPER
A. Displacement + Affordability
B. Safety + Community Wellbeing
C. Jobs
D. Food Security
E. Public Amenities

IMPACT LIST R&D

Based on what we heard from community, this is our working list of impacts:

**Safety + Community Well Being
Displacement + Affordability
Jobs
Food Security
Public Amenities**

1A

HOUSING AUTHORITY ON... Displacement +Affordability

- the removal of someone or something by someone or something else which takes their place.
- the enforced departure of people from their homes, typically because of war, persecution, or natural disaster.
- the amount by which a thing is moved from its normal position.

Q

1. How are existing residents protected against displacement per the definitions of the word above?

2. Can long-term residents really resist displacement by luxury real estate & commercial development? If so, how?

1A

HOUSING AUTHORITY ON... Displacement + Affordability

“I’ve lived here all my life. We watched it for 30 years be an eye sore. Why should I have to move now? I want to enjoy the new view and be able to shop at the market too.”

—D.R. Castelow, NAC Member

Q 3. Amidst rising property values, what is in place for neighbors who rent in the area to be assured they are able to stay?

4. What is in place for homeowners to assure that no one is displaced?

Fisher 21 Lofts + Housing Affordability

“Affordable Housing Requirement” included in the development and abatement agreements with the City:

- A minimum of 20% of the Residential Units are subject to affordability restrictions such that these units must be leased to persons that earn no more than 80% of the Area Median Income (AMI) as calculated by the U.S. Department of Housing & Urban Development (HUD)
- Affordable units for each unit type (Studio, 1BR, 2BR, 2BR Lofts) at same proportion as market rate and are comparable in design, type, quality, and distributed throughout the building
- Affordable Housing Requirement is in place from completion of project until the expiration of the longest running tax abatement for Fisher 21 Lofts (15 years)
- Compliance is managed by Department of Civil Rights, Inclusion, and Opportunity (CRIO)

Response to NAC Questions – City of Detroit Housing & Revitalization Department (HRD)

Fisher 21 Lofts + Housing Affordability

2022 HUD defined 80% Area Median Income (AMI) for the “Detroit – Warren – Livonia” Metro Area

- 1 person: \$50,160
- 2 person: \$57,280
- 3 person: \$64,480
- 4 person: \$71,600

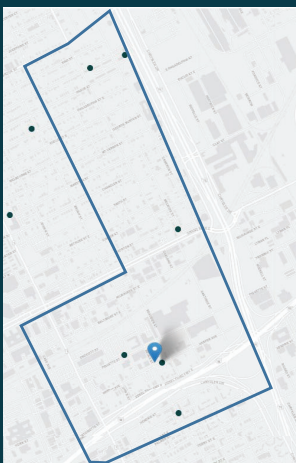
2022 Maximum Rents for 80% AMI

- Studio: \$1,254/month
- 1 bedroom: \$1,343 / month
- 2 bedroom: \$1,612 / month

Fisher 21 Lofts + Neighborhood Rental Housing Stability

- Generally, expect that increasing the supply of housing will not increase rents nearby and research demonstrates that new market rate units can actually slow local rent increases (W.E. Upjohn Institute, 2019) <https://www.lewis.ucla.edu/2021/07/07/05-market-rate-development-and-neighborhood-rents-with-evan-mast/>
- Existing regulated affordable units: (Genesis Villas, Palmer Court, Piquette Place, Melrose Square) will continue to be bound by existing restrictions based on their funding sources – rents may increase annually in step with AMI increases
- HRD identifies buildings nearing end of regulated affordability to work with owners and prevent them from flipping to market rate
- HRD works with developers of occupied buildings that are seeking financial support from the City for renovations (direct subsidy or tax abatements) to ensure existing residents have the right to remain (or return) with reasonable rent increases
- City of Detroit has preserved ~ 6,200 regulated affordable units from 2018 – 2021

 Affordable Housing Map



Regulated Affordable Housing in Fisher 21 Impact Area

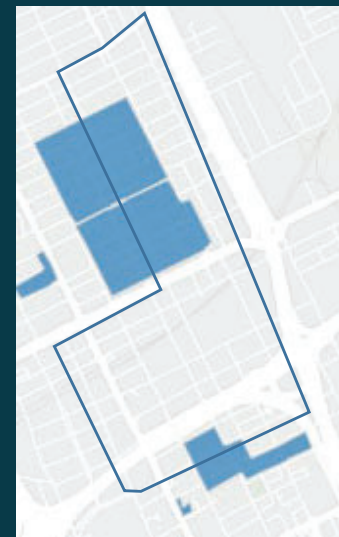
Fisher 21 Lofts + Homeowner Stability

State Law (Proposal A): Protects homeowners from large jumps in value and taxes by capping property tax increases at 5% or inflation - whichever is less

Citywide Resources Available for Homeowner relief from property taxes

- Principle Residence Exemption
- HOPE – Homeowner’s Property Exemption (formerly HTAP): for primary residence homeowners that qualify by income
- Further information from Assessor’s Office: <https://detroitmi.gov/government/boards/property-assessment-board-review/homeowners-property-exemption-hope>
- Some areas of the Fisher 21 Impact Area are also eligible for Neighborhood Enterprise Zone: <https://detroitmi.gov/departments/office-chief-financial-officer/ocfo-divisions/office-assessor/nez-homestead>

NEZ Homestead Zones in Fisher 21 Impact Area



2A

Department of Public Works ON... Safety + Community Well Being

Q ■ 1. Will you provide details around how construction traffic will be managed to us and the residents, remaining up to date?

2. What are the planned construction truck routes to minimize impact and maintain or increase quality of life?

3. Can you explain how Palmer Court will be likely affected by traffic re-routing?

2A + 2B

Department of Public Works ON... Safety + Community Well Being and Public Amenities

Q ■ 4. What is the plan for pedestrian safety during construction and after with increased traffic?

5. Does your office maintain the public right of way and amenities such as: sidewalks, ADA compliance with sidewalk ramps, public green space maintenance, bus stops, and public toilet facilities?

Written Responses to NAC Questions – City of Detroit Department of Public Works (DPW)

Fisher 21 Lofts + Traffic Impacts

NAC Question: Will you provide details around how construction traffic will be managed to us and the residents, remaining up to date?

DPW Response: Building and Safety Engineering Department is responsible for issuance of permit and its enforcement. Construction traffic is encouraged to use Harper and I-94 and trucks are prohibited on the residential streets.

NAC Question: What are the planned construction truck routes to minimize impact and maintain or increase quality of life?

DPW Response: Harper and I-94

NAC Question: Can you explain how Palmer Court will be likely affected by traffic re-routing?

DPW Response: We are not anticipating any impact on Palmer Court apartments, since they are situated south of I-94 away from the project site.

NAC Question: Does your office provide monitoring for construction dust and air quality? If no, who does?

DPW Response: No. Building and Safety Engineering Department is responsible for this.

Fisher 21 Lofts + Traffic Impacts

NAC Question: What is the plan for pedestrian safety during construction and after with increased traffic?

DPW Response: The construction contractor/developer is responsible to maintain reasonable pedestrian safety/access during the construction. BSEED oversees construction in private property and as such is responsible for ensuring pedestrian safety is not compromised. However, if any major pedestrian safety issues arise along city's ROW, we will be available to evaluate the situation and provide appropriate safety solutions to the developer for implementation. DPW is responsible for construction activity in city's Right of Way (ROW) only.

After the construction, prior to the issuance of certificate of occupancy, the developer/contractor is responsible to restore city's ROW including sidewalks to its original condition. As evident from the traffic impact study, the impact of this development to the city's street system is insignificant. In the future, DPW traffic engineering team will be available to evaluate and implement mitigation measures if and when warranted.

NAC Question: Does your office maintain the public right of way and amenities such as: sidewalks, ADA compliance with sidewalk ramps, public green space maintenance, bus stops, and public toilet facilities?

DPW Response: DPW is responsible for public ROW. However, during the construction the construction area maintenance within the construction influence area will be under the contractor's responsibility. GSD is responsible for public green space maintenance.

3A + 3B

DWSD ON... **Safety + Community Well Being and Public Amenities**

Q: 1. What is the plan for the increased storm water and demand on sewerage that will be caused by this proposed development?

2. Is there a plan to include public water fountains and toilets in a green space that is open to the public?

4A

CRIO ON... Jobs

- Q:**
1. In compliance with all federal, state, and local laws, how will jobs for Detroiters be monitored and assessed during the construction phase and afterwards?
 2. Will students in DPSCD Voc-Tech programs or GDYT youth have an opportunity to work on this project during its development as well as after?

4A

CRIO ON... Jobs

- Q:**
3. What type of development scorecard tool does your office use?
 4. What are measures of accountability that you utilize with developers to ensure compliance?
 5. What happens if a developer is out of compliance?

5A

BSEED ON... Safety + Community Wellbeing

- Q:**
1. How is environmental monitoring of noise, dust, and air-quality handled during and after construction?
 2. What is the inspection protocol? What is the frequency? How is data shared with residents?
 3. How do residents register an environmental concern, complaint, or violation?
 4. What are alert systems will be put in place so residents are aware of heightened risk?

6A

DEVELOPER ON... Displacement + Affordability

- Q:**
1. Will you base your affordability on the average household income for Detroit instead of using the AMI? If not, would you be open to offering some affordable units for 50%AMI?
 2. Will contribute a percentage of profits to The Detroit Affordable Housing and Preservation Trust Fund, through HRD, which supports secure housing for Detroit residents making less than \$35K per year?

6B

DEVELOPER ON... Safety

- Q:**
- 3. Is this a non-smoking building?
 - 4. What is the plan for removing toxic materials? Who is performing the work?
 - 5. How will you ensure that all neighbors, especially children playing outside, are protected from toxins in-transit during construction and beyond?

6B

DEVELOPER ON... Safety + Community Wellbeing

- Q:**
- 6. How do you plan to ensure all workers receive the highest level of safety precautions taken, continual monitoring and care if needed during construction?
 - 7. Do you have a plan for private security, pre and post construction? If so does it include (racial, disability, and neurodivergence) sensitivity training for all agents?

6C

DEVELOPER ON... Jobs

- Q:**
- 8. What is your plan to ensure that Detroiters are working on this job? What are the plans for recruitment, retention, and reporting?
 - 9. During construction, is it the plan that workers will be paid prevailing wage, if non union workers are used?

6C

DEVELOPER ON... Jobs

- Q:**
- 10. Once the hazmat remediation is complete, would you consider Voc-Tech students from DPSCD to shadow or apprentice on this site?
 - 11. After construction, will you make a commitment to donating to programs that do job training and prioritize hiring high school-aged youth from the impact area and surrounding neighborhoods?

6D

DEVELOPER ON... Food Security

Q: 12. Will you make a commitment to requiring leased tenants to procure from and/or donate to local farms and food businesses based in the North End and surrounding areas, prioritizing small, BI-POC owned, longtime Detroit-owned businesses on a long-term basis?

6D

DEVELOPER ON... Food Security

Q: 13. Will you make a commitment to support local emergency food pantries with donation?

6E

DEVELOPER ON... Public Amenities

Q: 14. What is the list of public amenities you are offering to the community?

15. Are you open to having a living green space with amenities where the public can gather free of charge? If so, where will they be in the building or on-site?

16. Will there be covered bicycle parking?

6E

DEVELOPER ON... Public Amenities

Q: 17. Are you open to contributing to and investing in senior and youth programs that exist in the neighborhood?

18. Will you open your facilities to structured programming that includes residents in the community at large, such as water aerobics, swimming or art classes?

Q: 19. Are you willing to explore solar and/or geothermal for the building and surrounding neighbors?

20. Would you be willing to host learnshares or workshops on building rehabilitation and development for neighbors who are developing their own properties?

General Q & A



Thank you!

Fisher Body Plant 21

Neighborhood Advisory Council (NAC)

FisherLoftsNAC@gmail.com

CBO TIER 1 PROCESS

Identifying Project Impacts and Mitigations



THE NEIGHBORHOOD ADVISORY COUNCIL (NAC) 9 RESIDENTS FROM THE IMPACT AREA



THE NAC MEETS WITH PLANNING & DEVELOPMENT, THE DEVELOPER, AND COMMUNITY TO IDENTIFY PROJECT IMPACTS



THE NAC DEVELOPS SUGGESTIONS TO IDENTIFIED IMPACTS AND THE DEVELOPER RESPONDS



THE CITY AND DEVELOPER GENERATE AN AGREEMENT IN RESPONSE TO THE IMPACTS WITH THE NAC'S SUPPORT

ANTICIPATED FISHER BODY 21 PROJECT CBO SCHEDULE

Meetings	April 2022					May 2022			June 2022	
	WK 1	WK 2	WK 3	WK 4	WK 5	WK 6	WK 7	WK 8	WK 9	WK 10
Meeting 1 - Introduction to CBO*	12-Apr									
Meeting 2 - NAC Selection (2 members selected by the public)		26-Apr								
Bye Week - City Selection Week + NAC Orientation										
Meeting 3 - Developer Project Presentation to NAC				3-May						
Meeting 4 - NAC Working Session: Drafts Project Impacts & Community Benefits					10-May					
Meeting 5 - NAC Presents Project Impacts & Community Benefits						17-May				
Meeting 6 - NAC Working Session: Finalizes Project Impacts & Community Benefits							24-May			
Meeting 7 - Developer Presents Responses to Community Benefits								31-May		
Meeting 8 - NAC Working Session: Prepares Letter of Consensus									7-Jun	
Meeting 9 - Continued Developer / NAC Discussion (if needed)										14-Jun

*Please note that this schedule might change and will be updated as we progress.

THROUGHOUT THE PROCESS

THE CBO WEBSITE IS UPDATED REGULARLY WITH PUBLIC MEETING TIMES, DATES, & PRESENTATIONS + THE SIGNED COMMUNITY BENEFITS PROVISION

WWW.DETROITMI.GOV/FISHERBODY21



YOU CAN ALSO SUBSCRIBE TO EMAIL UPDATES ON THE WEBSITE

What Comes Next

**Next CBO Meeting:
Tuesday May 24th at 6pm**

- Public Meeting as NAC works to develop impacts
- In-person meeting at: Ford Piquette Plant – 461 Piquette St. Detroit 48202
- Remote access via Zoom
- Meeting registration at: <https://bit.ly/FisherBody21-CBO>
- All project notices and documents will be available at www.detroitmi.gov/FisherBody21



Appendix 8.

NAC QUESTIONS AND WRITTEN RESPONSES

Presentation and agenda prepared by the Neighborhood Advisory Council

1. **QUESTIONS FOR Housing and Revitalization**
 - A. **Displacement + Affordability**
 2. **QUESTIONS FOR Department of Public Works**
 - A. **Safety + Community Wellbeing**
 - B. **Public Amenities**
 3. **QUESTIONS FOR DWSD**
 - A. **Safety + Community Wellbeing**
 - B. **Public Amenities**
 4. **QUESTIONS FOR Civil Rights, Inclusion, and Opportunity**
 - A. **Jobs**
 5. **QUESTIONS FOR BSEED**
 6. **QUESTIONS FOR DEVELOPER**
 - A. **Displacement + Affordability**
 - B. **Safety + Community Wellbeing**
 - C. **Jobs**
 - D. **Food Security**
 - E. **Public Amenities**
-

1 - Questions for Housing and Revitalization

1. **How are existing residents protected against displacement per the definitions of the word above?**
2. **Can long-term residents really resist displacement by luxury real estate & commercial development? If so, how?**

Response from Kate Humphrey, Housing and Revitalization Department

Fisher 21 Lofts + Unit Affordability

“Affordable Housing Requirement” included in the development and abatement agreements with the City:

- A minimum of 20% of the Residential Units are subject to affordability restrictions such that these units must be leased to persons that earn no more than 80% of the Area Median Income (AMI) as calculated by the U.S. Department of Housing & Urban Development (HUD)
- Affordable units for each unit type (Studio, 1BR, 2BR , 2BR Lofts) at same proportion as market rate and are comparable in design, type, quality, and distributed throughout the building

Fisher Body Plant 21
Community Benefits Ordinance Meeting
May 17, 2022

Presentation and agenda prepared by the Neighborhood Advisory Council

- Affordable Housing Requirement is in place from completion of project until the expiration of the longest running tax abatement for Fisher 21 Lofts (15 years)

2022 HUD defined 80% Area Median Income (AMI) for the “Detroit – Warren – Livonia” Metro Area

- 1 person: \$50,160
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2022 Maximum Rents for 80% AMI

- Studio: \$1,254/month
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Fisher 21 Lofts + Neighborhood Rental Housing Stability

- Generally, expect that increasing the supply of housing will not increase rents nearby and research demonstrates that new market rate units can actually slow local rent increases (W.E. Upjohn Institute, 2019) <https://www.lewis.ucla.edu/2021/07/07/05-market-rate-development-and-neighborhood-rents-with-evan-mast/>
- Existing regulated affordable units: (Genesis Villas, Palmer Court, Piquette Place, Melrose Square) will continue to be bound by existing restrictions based on their funding sources – rents may increase annually in step with AMI increases
- HRD identifies buildings nearing end of regulated affordability to work with owners and prevent them from flipping to market rate
- HRD works with developers of occupied buildings that are seeking financial support from the City for renovations (direct subsidy or tax abatements) to ensure existing residents have the right to remain (or return) with reasonable rent increases
- City of Detroit has preserved over 6,200 regulated affordable units from 2018 – 2021 - with an overall goal of preserving 10,000 units (reference: <https://www.enterprisecommunity.org/news/detroit-enterprise-make-it-easier-keep-affordable-housing-affordable>)
- City of Detroit Map / Directory of regulated affordable units is available at: <https://detroitmi.gov/webapp/affordable-housing-map>

Presentation and agenda prepared by the Neighborhood Advisory Council

Fisher 21 Lofts + Homeowner Stability

State Law (Proposal A): Protects homeowners from large jumps in value and taxes by capping property tax increases at 5% or inflation - whichever is less

Citywide Resources Available for Homeowner relief from property taxes

- Principle Residence Exemption
- HOPE – Homeowner’s Property Exemption (formerly HTAP): for primary residence homeowners that qualify by income
- Further information from Assessor’s Office:
<https://detroitmi.gov/government/boards/property-assessment-board-review/homeowners-property-exemption-hope>
- Some areas of the Fisher 21 Impact Area are also eligible for Neighborhood Enterprise Zone:
<https://detroitmi.gov/departments/office-chief-financial-officer/ocfo-divisions/office-assessor/nez-homestead>

2 - Questions for Department of Public Works: *Response from Sunny Jacob, Traffic Engineering Division, Department of Public Works*

- 1. Will you provide details around how construction traffic will be managed to us and the residents, remaining up to date?**
 - a. Building and Safety Engineering Department is responsible for issuance of permit and its enforcement. Construction traffic is encouraged to use Harper and I-94 and trucks are prohibited on the residential streets.
- 2. What are the planned construction truck routes to minimize impact and maintain or increase quality of life?**
 - a. Harper and I-94
- 3. Can you explain how Palmer Court will be likely affected by traffic re-routing?**
 - a. We are not anticipating any impact on Palmer Court apartments, since they are situated south of I-94 away from the project site.
- 4. What is the plan for pedestrian safety during construction and after with increased traffic?**
 - a. The construction contractor/developer is responsible to maintain reasonable pedestrian safety/access during the construction. BSEED oversees construction in private property and as such is responsible for ensuring pedestrian safety is not compromised. However, if any major pedestrian safety issues arise along city’s ROW, we will be available to evaluate the situation and provide appropriate safety solutions to the developer for implementation. DPW is responsible for construction activity in city’s Right of Way (ROW) only.

After the construction, prior to the issuance of certificate of occupancy, the developer/contractor is responsible to restore city’s ROW including sidewalks to its original

Presentation and agenda prepared by the Neighborhood Advisory Council

condition. As evident from the traffic impact study, the impact of this development to the city's street system is insignificant. In the future, DPW traffic engineering team will be available to evaluate and implement mitigation measures if and when warranted.

- 5. Does your office maintain the public right of way and amenities such as: sidewalks, ADA compliance with sidewalk ramps, public green space maintenance, bus stops, and public toilet facilities?**
- a. DPW is responsible for public ROW. However, during the construction the construction area maintenance within the construction influence area will be under the contractor's responsibility. GSD is responsible for public green space maintenance.

3 - Questions for DWSD

1. What is the plan for the increased storm water and demand on sewerage that will be caused by this proposed development?

- a. The City of Detroit adopted the Post Construction Stormwater Management Ordinance in late 2018. This requires any development in the city that creates or replaces 0.5 ac or more of impervious surface to manage their stormwater on their site. Soils across the city vary, but in cases where soils allow for the water to be infiltrated into the ground, we require developments to do so; when the soils are too dense to allow for the water to be infiltrated, we require sites to do different or additional mitigation to make up for it. Many developments across the city that have complied with the stormwater ordinance over the past couple of years have opted for underground stormwater storage. This means they collect the stormwater in tanks or pipes under their parking lot or building and hold it back for a period of time up to 72 hours and slowly release it back to the combined sewer system. These stormwater management systems must be designed and then reviewed and approved by DWSD in order to receive a building permit. When a development manages their stormwater on their site, they are eligible to apply for drainage charge credits to be applied to their monthly drainage bill. As part of the drainage charge program, DWSD inspects credit customer's Stormwater Management Practices every three years to ensure it is maintained and properly functioning.
- b. For the sewer lines nearby, we require developers to field verify the pipe sizes and slopes of the sewer pipes they are proposing to use. In the case of the Fisher 21 location, there is a large diameter sewer in Piquette that leads to an even larger trunk sewer in Brush Street. As part of the water/sewer tap permit approval process we request developers provide calculations verifying the development will not overburden the capacity of the existing system. DWSD reviews all proposed connections to our water and sewer assets to ensure viability, proper service to surrounding customers is maintained, and protection of our existing infrastructure.

Presentation and agenda prepared by the Neighborhood Advisory Council

2. Is there a plan to include public water fountains and toilets in a green space that is open to the public?

- a. Questions about public green space and facilities should be directed to General Services Department

4 - Questions for Civil Rights, Inclusion, and Opportunity: responses by Jacob Jones, Inclusion Lead - CRIO

1. In compliance with all federal, state, and local laws, how will jobs for Detroiters be monitored and assessed during the construction phase and afterwards?

- a. This project is bound by executive order 2021-2. Executive Order 2021-2 applies to all: Publicly funded construction projects including any Contract for more than \$3,000,000 made by the City with any person or entity and/or any Construction Project the City provides funds or financial assistance over \$3,000,000. It requires that 51% of the workforce on the publicly-funded construction project shall be bona-fide Detroit residents. CRIO monitors projects on a monthly basis, reviewing certified payrolls and proofs of residency for all Detroiters on the project. If a contractor falls below the 51% number, a "workforce contribution" fee is calculated and the contractor is invoiced for that amount.
- b. CRIO will also monitor any employment commitments that a developer makes in its Community Benefits Agreement.
- c. All projects that fall under the 51% Executive Order are monitored by CRIO and the results are published on the City's website:
<https://detroitmi.gov/departments/civil-rights-inclusion-opportunity-department/about-crio/compliance-team>

2. Will students in DPSCD Voc-Tech programs or GDYT youth have an opportunity to work on this project during its development as well as after?

- a. CRIO maintains a close relationship with Detroit at Work to ensure Detroiters both youth and adults are connected to job opportunities related to new developments in the City. Maximizing programs like GDYT and the relationship with DPSCD can be a key part of those opportunities as plans unfold.
- b. The DPSCD Voc Tech program would be Randolph Career Tech Education center (in Northwest Detroit), specifically their construction related programs. Adult programs aren't running again yet (still shut down from COVID), but young people are back in class. We would ask the developer to make career opportunities available to students at Randolph, and to young people ages 18-24 through GDYT. GDYT is an excellent feeder into pre-apprenticeship

Presentation and agenda prepared by the Neighborhood Advisory Council

programs. We would ask the developer to work with us to construct internships on-site young Detroiters.

3. What type of development scorecard tool does your office use?

- a. Compliance information on all Executive Order 2021-2 projects is publicly available
here: <https://detroitmi.maps.arcgis.com/apps/dashboards/da787e76aff2440fb696e398fe09a34f>
- b. CBO reports are published biannually here:
https://detroitmi.gov/documents?name=&field_department_target_id=%22Compliance+Team%22&field_description_value=

4. What are measures of accountability that you utilize with developers to ensure compliance?

- a. Contractors become non-compliant with the requirements of Executive Order 2021-2 in two ways: failure to submit documentation and/or failure to pay workforce contributions. If a contractor is found to be non-compliant, the Director of Compliance and the Director of CRIO will send a non-compliance notice. A non-compliant contractor may face certain penalties (see question 5).
- b. CRIO, with the Enforcement Committee, monitors each Community Benefits Agreement. CRIO releases compliance reports twice per year that include reports on the status of each agreement provision

5. What happens if a developer is out of compliance?

- a. Contractors who are non-compliant with Executive Order 2021-2 may face the following consequences:
 - i. withhold from the contractor all future payments under the contract until it is determined that the contractor is in compliance.
 - ii. Refuse all future bids on City projects or applications for financial assistance in any form from the City or any of its departments, until such time as the contractor demonstrates that it has cured its previous non-compliance.
 - iii. debar the contractor from doing business with the City for a period of up to one year.
 - iv. In addition, the City reserves the right to re-bid the contract, in whole or in part, or hire its own workforce to complete the work.

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Additional Response from EGLE: Daniel Gough, Brownfield Coordinator and April Wendling, Detroit District Supervisor –, Air Quality Division

1. How is environmental monitoring of noise, dust, and air-quality handled during and after construction?

- a. Environmental monitoring is not conducted by the City of Detroit during or after construction. Monitoring during construction would be conducted by the developer as part of a negotiated Community Benefits Agreement or by EGLE as part of their oversight capabilities. After construction due the nature of the intended use monitoring would not be necessary unless negotiated in the Community Benefits Agreement.
- b. Response from EGLE:
 - i. Noise and dust is generally a local permit issue and would pertain to any site of construction
 - ii. At this site the asbestos NESHAP regulations would apply. The owner/contractor would have to conduct an asbestos survey and abatement. Required notifications to EGLE's asbestos group would include a 10-day notification before abatement and a 10-day notification before a demo. EGLE's Air Quality Division is aware of this being a possible project that would require our attention.

2. What is the inspection protocol? What is the frequency? How is data shared with residents?

- a. Inspections by BSEED are conducted prior to the issuance of the Certificate of Completion for the site, or due to complaints. BSEED is unable to share the results of an inspection without the filing of a request with Law under the Freedom of Information Act. The developer can share any and all data as pertains to the site whenever they so choose to.
- b. EGLE response: The Brownfield coordinator will occasionally visit sites during remediation activities to take pictures of the work and to watch the progress. That being said, we do not typically inspect or provide oversight, outside of the work Air Quality Division (AQD) does to monitor demo and abatement. Oversight of the ongoing remediation and environmental management is usually done by the environmental consultant working for the development team. The costs for this oversight are typically included within an Act 381 Work Plan.

For grant projects, 3rd party environmental oversight can be a cost requested by the grantee, this oversight can include on-site monitoring of environmental activities.

Presentation and agenda prepared by the Neighborhood Advisory Council

- 3. How do residents register an environmental concern, complaint, or violation?**
 - a. Complaints can be lodged through [Improve Detroit](#), also known as SeeClickFix. Air Quality complaints can be filed with the State of Michigan through the Pollution Emergency Alert System (PEAS) Hotline at (800) 292-4706.
 - b. Response from EGLE: If it is an emergency please call the Pollution Emergency Alert System at 800-292-4706. More information can be found here: www.michigan.gov/egle/contact/environmental-emergencies
- 4. What are alert systems will be put in place so residents are aware of heightened risk?**
 - a. Residents can sign up with [Detroit Alerts 365](#) which sends Detroit-specific emergency notifications thorough the CodeRED emergency notification system via telephone, text message, and/or email.
5. General response from EGLE: In general, the responsibility to properly manage any contamination will fall on the development team. In cases where EGLE funding is sought to help cover the costs of managing contamination, EGLE will review and approve work plans prior to those activities taking place.

6 - Questions for the Developer

1. Will you base your affordability on the average household income for Detroit instead of using the AMI? If not, would you be open to offering some affordable units for 50%AMI?
 - a.
2. Will contribute a percentage of profits to The Detroit Affordable Housing and Preservation Trust Fund, through HRD, which supports secure housing for Detroit residents making less than \$35K per year?
 - a. Developer would like to see more information on the recommendation what would work and has been done.
 - b. Additional note from HRD: 20% of the City's proceeds from the sale of this building to the developer will be dedicated to the Detroit Affordable Housing and Preservation Trust Fund
3. Is this a non-smoking building?
4. What is the plan for removing toxic materials? Who is performing the work?
5. How will you ensure that all neighbors, especially children playing outside, are protected from toxins in-transit during construction and beyond?
6. How do you plan to ensure all workers receive the highest level of safety precautions taken, continual monitoring and care if needed during construction?
7. Do you have a plan for private security, pre- and post-construction? If so, does it include (racial, disability, and neurodivergence) sensitivity training for all agents?
8. What is your plan to ensure that Detroiters are working on this job? What are the plans for recruitment, retention, and reporting?

Presentation and agenda prepared by the Neighborhood Advisory Council

9. During construction, is it the plan that workers will be paid prevailing wage, if nonunion workers are used?

10. Once the hazmat remediation is complete, would you consider Voc-Tech students from DPSCD to shadow or apprentice on this site?

11. After construction, will you make a commitment to donating to programs that do job training and prioritize hiring high school-aged youth from the impact area and surrounding neighborhoods?

- **Developer would like to more details on recommended programs**

12. Will you make a commitment to requiring leased tenants to procure from and/or donate to local farms and food businesses based in the North End and surrounding areas, prioritizing small, BI- POC owned, longtime Detroit-owned businesses on a long-term basis?

13. Will you make a commitment to support local emergency food pantries with donation?

- **Developer would like to more details on recommended programs**

14. What is the list of public amenities you are offering to the community?

15. Are you open to having a living green space with amenities where the public can gather free of charge? If so, where will they be in the building or on-site?

16. Will there be covered bicycle parking?

17. Are you open to contributing to and investing in senior and youth programs that exist in the neighborhood?

18. Will you open your facilities to structured programming that includes residents in the community at large, such as water aerobics, swimming or art classes?

19. Are you willing to explore solar and/or geothermal for the building and surrounding neighbors?

20. Would you be willing to host learn shares or workshops on building rehabilitation and development for neighbors who are developing their own properties?

EVALUATING TAX INCENTIVE REQUESTS

DEGC reviews and evaluates each project against key criteria.

All projects must demonstrate a benefit to the City of Detroit.

ALL PROJECTS HINGE ON A “BUT FOR” POLICY REQUIREMENT.

THE PROJECT MUST DEMONSTRATE THAT WITHOUT THE APPROVAL OF THE INCENTIVE, THE PROJECT WILL NOT OCCUR.

Competitive Site Selection

- Is a project in Detroit more expensive than another site under consideration?
- Can we reduce costs to attract new jobs for Detroiters?

Net Fiscal Benefit


- Increased revenue from job creation, company income taxes, and new taxes are greater than the cost of the City’s investment
- Is the net benefit greater than the partial reduction in taxes?

“But For” Test

- Is the abatement necessary to enable positive cash flow?
- Is the reduction in property tax expense needed to pay for the debt?
- What is the minimum time the abatement is needed before the project has sufficient cash flow?

FISHER BODY “BUT FOR” TEST SUMMARY AND OVERVIEW

Principal Qualitative Factors that are impacting the necessity for an abatement of taxes and TIF:

	Significant increase in Construction Costs (apprx 25% increase in 2022)
	Rising construction labor wages
	High property tax environment (reduces ability to pay debt)
	Environmental Issues
	Outdated Infrastructure

Source of Capital	Amount	%
Senior Bank Debt	\$72,500,000	51%
Subordinate Debt	\$13,000,000	9%
State & Federal Loans & Grants	\$15,000,000	10.5%
Deferred Fees	\$7,244,934	5%
Historic Tax Credits	\$23,708,502	17%
Cash Equity	\$10,681,374	7.5%
Total	\$142,134,810	100%

- Nearly all development projects are not feasible without incentives.
- Subordinate Debt, HTC’s, Grants and below market financing are required to close the **41%** gap in the sources of capital.
- Without both tax abatements and Brownfield TIF, the project could not be financed

DCR w/ Abatement/TIF

1.11x

DCR w/o Abatement/TIF

(0.94)x

FISHER BODY SOURCES OF CAPITAL - ALL AFFORDABLE UNITS @ 80% AMI

Source of Capital	Amount	%
Senior Bank Debt	\$72,500,000	51%
Subordinate Debt	\$13,000,000	9.1%
State & Federal Loans & Grants	\$15,000,000	10.5%
Deferred Fees	\$7,244,934	5%
Historic Tax Credits	\$23,708,502	17%
Cash Equity	\$10,681,374	7.5%
Total	\$142,134,810	100%

- All affordable units @ 80% AMI.
- Financing gap is 41% of TDC under this scenario.
- Without both tax abatements and Brownfield TIF, the project could not be financed

DCR w/ Abatement/TIF DCR w/o Abatement/TIF
1.11x **(0.94)x**

FISHER BODY SOURCES OF CAPITAL - ALL AFFORDABLE UNITS @ 50% AMI

Source of Capital	Amount	%
Senior Bank Debt	\$68,000,000	47.8%
Subordinate Debt	\$13,000,000	9.1%
State & Federal Loans & Grants	\$15,000,000	10.5%
Deferred Fees	\$7,244,934	5%
Historic Tax Credits	\$23,708,502	17%
Additional Gap @ 50% AMI Rents	\$4,500,000	3.1%
Cash Equity	\$10,681,374	7.5%
Total	\$142,134,810	100%

- All affordable units @ 50% AMI decreases YR1 NOI \$344,000 and creates an additional **\$4.5 Million** financing gap.
- Financing gap is 44% of TDC under this scenario.
- Without both tax abatements and Brownfield TIF, the project could not be financed

DCR w/ Abatement/TIF DCR w/o Abatement/TIF
1.11x **(0.73)x**

**Debt Coverage Ratio (DCR) is the ratio of available income to service debt.*

Appendix 9.

**COMMUNITY BENEFIT PUBLIC MEETING #7: NAC
PRESENTATION OF COMMUNITY IMPACT REPORT
AND DEVELOPER'S INITIAL RESPONSE**

Welcome to the FISHER BODY PLANT 21 COMMUNITY BENEFITS MEETING



CBO Meeting #7 - May 31, 2022



AGENDA

- Welcome and CBO Process Review
- NAC Project Impacts and Community Benefits Presentation
- Developer Initial Responses
- Developer and NAC Discussion
- General Q & A

CBO TIER 1 PROCESS Identifying Project Impacts and Mitigations



THE NEIGHBORHOOD ADVISORY COUNCIL (NAC) 9 RESIDENTS FROM THE IMPACT AREA

THE NAC MEETS WITH PLANNING & DEVELOPMENT, THE DEVELOPER, AND COMMUNITY TO IDENTIFY PROJECT IMPACTS

THE NAC DEVELOPS SUGGESTIONS TO IDENTIFIED IMPACTS AND THE DEVELOPER RESPONDS

THE CITY AND DEVELOPER GENERATE AN AGREEMENT IN RESPONSE TO THE IMPACTS WITH THE NAC'S SUPPORT

ANTICIPATED FISHER BODY 21 PROJECT CBO SCHEDULE

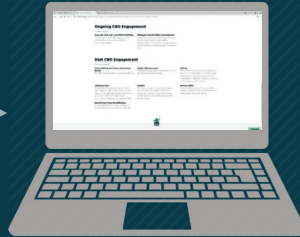
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Bye Week - City Selection Week + NAC Orientation										
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Meeting 5 - NAC Presents Project Impacts & Community Benefits						17-May				
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Meeting 9 - Continued Developer / NAC Discussion (if needed)										14-Jun

*Please note that this schedule might change and will be updated as we progress.

THROUGHOUT THE PROCESS

THE CBO WEBSITE IS UPDATED REGULARLY WITH PUBLIC MEETING TIMES, DATES, & PRESENTATIONS + THE SIGNED COMMUNITY BENEFITS PROVISION

WWW.DETROITMI.GOV/FISHERBODY21



YOU CAN ALSO SUBSCRIBE TO EMAIL UPDATES ON THE WEBSITE

DISCUSSION – GROUND RULES

- Respect: for each other + the process
- Listen actively: focus on understanding others' perspective
- Focus on ideas, not individuals
- Keep an open mind
- Assume good intentions
- We are here to work together for the benefit of the community



Who Is on the Fisher Body 21 NAC?

D.R. Castelow
Ronald Chapman II
Detonya Clark
Chenita Gary
Sheila Hamilton
Patricia Linklater
John Patrick
Lynnette Roberson
Malik Wali
Halima Cassells (Alternate)



How to Contact Us?

1. Email us @ FisherLofts21NAC@gmail.com
2. Come to the Meetings! Tuesdays at 6pm at 461 Piquette Ave.
3. Join on Zoom - sign up www.Bit.ly/FisherBody21-CBO
4. Dial by phone: +1 312 626 6799 Meeting ID: 875 4586 0571

NAC PROJECT IMPACT LIST AND BENEFITS

The NAC has submitted a list of project impacts and desired community benefits to the Fisher 21 Development Team:

Community Investment
Housing Stability + Affordability
Safety + Community Well Being
Jobs + Employment
Food Security
Public Space + Amenities
Building Design + Maintenance
Transportation + Construction
Communication

NAC Project Impact Requests: Housing Stability and Affordability

- Make 100% of the affordable units (20% of total units in the building) to be rented at affordable rates to income-qualified people based on 50% Area Median Income
- Maintain affordable units for the duration of tax abatement and TIF refunds for a total of 30 years
- Renters who are living in affordable units at the expiration of the affordability period (30 years) will be able to continue to rent at the previously required affordable rate in perpetuity as long as they are residents of the building (aka grandfathered in)
- Create and implement a plan to directly market affordable units to Impact Area residents

NAC Project Impact Requests: Community Investment

- Allocate 10% of profits derived prior to paying the Development team from the Fisher 21 Lofts on an annual basis to (TBD Fund) for the duration of tax abatement (15 years) and TIF refunds (30 years) which may include the following:
 - 1) Home improvement grant for homeowners demonstrating a need to improve health & safety (e.g. roof repairs, tree trimming, etc.)***updated***
 - 2) Senior and Youth programs serving the Impact Area
 - 3) Detroit Affordable Housing and Preservation Trust Fund - which supports secure housing for Detroit Residents making less than \$35k / year
 - 4) Local Emergency Food Pantry serving the Impact Area
 - 5) Programs that do job training and prioritizing of high school age youth from the Impact Area and surrounding area

NAC Project Impact Requests: Safety and Community Wellbeing

- Ensure all required insurance remains active through the entire demolition and construction periods of the Project ***updated***
- In order to ensure that the Fisher Body Plant 21 will never again be a blighted nuisance for the neighborhood, developer will take out a bond or insurance coverage to provide for proper maintenance of building (up to the cost of demolition) if the Fisher Lofts 21 project fails or becomes vacant in the future
- Comply with all federal, state, and local laws including having all of its contractors, subcontractors, suppliers and professionals carry all appropriate general and/or professional liability insurance for any and all activities related to the Project ***updated***
- Conduct frequent testing completed by an independent 3rd party qualified environmental agency of all on-site workers who are exposed to toxic materials/waste to prevent unhealthy working conditions that lead to long-term health issues ***updated***
- Developer make publicly available its rodent control plan and will employ adequate rodent control measures during construction and post construction, including monitoring and remediation of any infestations

NAC Project Impact Requests: Safety and Community Wellbeing

- Keep the interior of the building non-smoking
- Any security employees or contractors employed before, during, or after construction will receive racial, disability, and neurodivergence sensitivity training
- All hazardous materials identified on the site will be safely and properly removed by qualified environmental professionals
- All environmental reports and results of associated monitoring will be posted to communication sources and communicated to the NAC
- Create a fugitive dust plan to be shared with NAC and community, including but not limited to: dust suppression, particulate matter monitoring and in accordance with existing laws and regulations
- Removal, transportation, and disposal of all hazardous materials from site will be done by qualified environmental professionals in accordance with all applicable laws. Vehicles transporting hazardous materials off-site will be secured / covered so that no dust or debris escapes into surrounding neighborhood and will utilize only the City of Detroit approved designated routes / does not travel on residential streets

NAC Project Impact Requests: Food Security

- Close parking lot(s) at least 1x per month (during market season) for community farmer's market
- Developer and/or market operator will recruit local fruit and vegetable growers, specifically from the Impact Area and North End to participate in the market as vendors

NAC Project Impact Requests: Jobs + Employment

- Pay full-time construction workers an annual salary of at least prevailing wages as defined by the State of Michigan
- Pay part-time construction workers an hourly wage of at least prevailing wages as defined by the State of Michigan
- Pay all building operations & maintenance employees an hourly wage equivalent to an annual salary of at least 80% of the Area Median Income
- Provide support for local neighborhood entrepreneurs through discounted commercial rental space or other subsidy / support to business owners from the surrounding neighborhood / Impact Area
- Provide opportunities for mentorship for vocational tech students from DPSCD to apprentice on the site

NAC Project Impact Requests: Public Space + Amenities

- Redesign parking lot for community benefit
- Connect all parking lots via a walking-running loop (recreation/health) which includes at least two food/beverage kiosks to be run as part of building operations --> all vegetables & fruit to be contracted/sourced through North End farms (jobs/economy) --> all food beverage to be subsidized for low-income senior & youth (affordability/food security) --> adds convenience for market-rate tenants (building amenities) --> boosts overall safety & security of everybody in the neighborhood
- Open the swimming pool for community benefit including water aerobics (adults) in the morning (7-9AM) and swimming classes (children) in mid-afternoon (2-4PM) lieu of the impact study area not having a City of Detroit-operated community rec center
- Provide free public space (inside and exterior) at Fisher 21 Lofts which includes access to restrooms and drinking fountains

NAC Project Impact Requests: Building Design + Maintenance

- Preserve existing graffiti in areas of the building that will be utilized for circulation corridors, elevator shafts, public restrooms, bicycle parking, etc. to retain Detroit's history and creative class
- Utilize sustainable performance elements and practices for the site & building to reduce energy use and carbon impact (solar, passive heating & cooling, geothermal, clean electrification)
- Ensure that ADA accessible units are available on all floors of the Fisher 21 Lofts and design ingress and egress and all public spaces as ADA accessible
- Create a "Building Retirement Plan" ***updated***

NAC Project Impact Requests: Communication

- Establish communication sources including, but not limited to an email list-serve, website, and neighborhood information station, and placards posted at the project site to communicate with residents about construction progress, roadway closures, environmental issues, leasing and business opportunities related to the Fisher 21 Lofts
- Provide regular updates to the community through the communication sources and directly with management agents for Genesis Villas, Piquette Square, Palmer Court, and other Impact Area apartment communities on construction progress, project updates, leasing and business opportunities for Fisher 21 Lofts

NAC Project Impact Requests: Transportation + Construction

- The standard construction schedule for the Project will be 7AM - 5PM on weekdays, with Saturdays only being worked as necessary and no more than 2x per month ***updated***
- Developer will work with its construction partner to limit as much noise-making activities at the Project as possible to occur after 9AM ***updated***
- Comply with all local ordinances related to the Project ***updated***
- Developer will request an increase in DDOT bus services (additional routes and / or frequency of service) in order to serve the increased number of residents in the neighborhood upon completion of the Fisher 21 Lofts
- Developer will not, at any time, cause the total closure of major thoroughfares such as Harper, Beaubien, and Piquette (leading to overpasses) unless such a closure is required for utility connections related to the Project. In the event a total lane closure of major thoroughfares such as Harper is necessary, Developer will do everything possible to minimize any potential disruption, including scheduling and paying for overtime work ***updated***

NAC Project Impact Requests: Communication

- Provide 48-hour notice to community of any impacts or changes in local road accessibility or bus schedules / routes as a result of construction or post-construction site activities by these communication sources ***updated***
 - 1) Direct communication via current City of Detroit project website
 - 2) Direct communication with the management agents for the Genesis Villas, Piquette Square, Palmer Court and other Impact Area apartment communities
 - 3) An email listserv which will be made functional by the Developer and includes all email addresses provided by the NAC and the City for such email listserv"
- Provide 48-hour notice through communication sources for unique activities or unscheduled work as needed during Sunday hours. Developer agrees to not perform any disruptive/loud work on Sunday. Should work on Sunday become unnecessary, it will be restricted to low decibel activities ***updated***

Fisher Body Plant 21 Neighborhood Advisory Council Identified Impacts

Impact List Issued May 26, 2022

Fisher 21 Lofts Responses Added May 31, 2022

NAC REQUEST / IMPACT

FISHER 21 LOFTS RESPONSE

A Community Investment	
1	<p>Developer commits to allocating 10% of profits derived from the Fisher 21 Lofts on an annual basis to (TBD Fund) for the duration of tax abatement (15 years) and TIF refunds (30 years) which may include the following:</p> <ul style="list-style-type: none"> a) Senior and Youth programs serving the Impact Area b) Detroit Affordable Housing and Preservation Trust Fund - which supports secure housing for Detroit Residents making less than \$35k / year c) Local Emergency Food Pantry serving the Impact Area d) Programs that do job training and prioritizing of high school age youth from the Impact Area and surrounding area
	<p>We intend to support these programs in other ways, see below:</p> <p>We intend to partner with Detroit at Work, DPSCD and other local Youth programs to provide opportunities to work at the site and apprentice alongside skilled trades. We are open to exploring opportunities to work alongside programs benefiting Seniors in the area.</p> <p>The purchase of the building includes a 20% allocation to Detroit HRD which directly supports the HRD's efforts.</p> <p>Developer is open to donating directly to food pantries in the area.</p> <p>See response a) above.</p>
B Housing Stability and Affordability	
2	<p>Developer commits to 100% of the affordable units (20% of total units in the building) to be rented at affordable rates to income-qualified people based on 50% Area Median Income</p>
	<p>The project believes in producing units that allow for a benefit to the 100,000+ Detroiters who earn at or slightly below the 80% AMI. Lowering the % AMI would require additional funding considerations from the City in order to maintain balanced financing.</p>
3	<p>Developer commits to maintain affordable units for the duration of tax abatement and TIF refunds for a total of 30 years</p>
	<p>The Developer will be spending over \$20 million in cleanup, environmental and demolition costs. The TIF is a loan from the Developer for this cost to the City. The City then repays the Developer through the TIF period out of the taxes paid by Developer to the City.</p>
4	<p>Developer commits that renters who are living in affordable units at the expiration of the affordability period (30 years) will be able to continue to rent at the previously required affordable rate in perpetuity as long as they are residents of the building (aka grandfathered in)</p>
	<p>At the end of the affordability period, the owner of the property will consult with the Housing & Revitalization Departments plans and needs for the area. Developer cannot commit to grandfathering in previous affordability rates.</p>
5	<p>Developer will create and implement a plan to directly market affordable units to Impact Area residents</p>
	<p>Yes</p>
6	<p>Developer will ensure that ADA accessible units are available on all floors of the Fisher 21 Lofts and design ingress and egress and all public spaces as ADA accessible</p>
	<p>Yes</p>

C Safety and Community Wellbeing		
7	Developer agrees to comply with all federal, state, and local laws	Yes
8	Developer commits to frequent testing completed by an independent 3rd party qualified environmental agency of all on-site workers who are exposed to toxic materials/waste to prevent unhealthy working conditions that lead to long-term health issues	Testing of on-site workers is currently included in EGLE regulations, during the course of construction.
9	Developer commits to keeping the interior of the building non-smoking	Yes
10	In order to ensure that the Fisher Body Plant 21 will never again be a blighted nuisance for the neighborhood, developer will take out a bond or insurance coverage to provide for proper maintenance of building (up to the cost of demolition) if the Fisher Lofts 21 project fails or becomes vacant in the future.	The City will demolish the building if the project is not completed and when the construction financing is closed the banks, and state of Michigan will ensure adequate funding to complete and operate. Therefore a bond is not necessary.
11	Developer make publicly available its rodent control plan and will employ adequate rodent control measures during construction and post construction, including monitoring and remediation of any infestations	Yes
12	Developer commits that any security employees or contractors employed before, during, or after construction will receive racial, disability, and neurodivergence sensitivity training	Yes
13	Developer will establish communication sources including, but not limited to an email list-serve, website, and neighborhood information station, and placards posted at the project site to communicate with residents about construction progress, roadway closures, environmental issues, leasing and business opportunities related to the Fisher 21 Lofts	Yes
14	Developer will provide regular updates to the community through the communication sources and directly with management agents for Genesis Villas, Piquette Square, Palmer Court, and other Impact Area apartment communities on construction progress, project updates, leasing and business opportunities for Fisher 21 Lofts	Yes
15	Developer will communicate any traffic disruptions caused by the project via the communication sources in advance / as early as possible	Yes
16	All hazardous materials identified on the site will be safely and properly removed by qualified environmental professionals	Yes
17	All environmental reports and results of associated monitoring will be posted to communication sources and communicated to the NAC	Yes
18	Developer will create a fugitive dust plan to be shared with NAC and community, including but not limited to: dust suppression, particulate matter monitoring and in accordance with existing laws and regulations	Yes, during the course of hazardous material removal and abatement.
19	Removal, transportation, and disposal of all hazardous materials from site will be done by qualified environmental professionals in accordance with all applicable laws. Vehicles transporting hazardous materials off-site will be secured/covered so that no dust or debris escapes into surrounding neighborhood and will utilize only City of Detroit approved-designated routes/does not travel on residential streets	Yes

D Job + Employment		
20	Developer commits to paying full-time construction workers an annual salary of at least prevailing wages as defined by the State of Michigan	Developer commits to paying a minimum of a living wage for all direct employees & will encourage the same for contractors and tenants.
21	Developer commits to paying part-time construction workers an hourly wage of at least prevailing wages as defined by the State of Michigan	Developer commits to paying a minimum of a living wage for all direct employees & will encourage the same for contractors and tenants.
22	Developer commits to paying all building operations & maintenance employees an hourly wage equivalent to an annual salary of at least 80% of the Area Median Income	Developer commits to paying a minimum of a living wage for all direct employees & will encourage the same for contractors and tenants.
23	To provide support for local neighborhood entrepreneurs, developer will provide discounted commercial rental space or other subsidy / support to business owners from the surrounding neighborhood / Impact Area	Developer is open to discuss a percent discount for local neighborhood entrepreneurs living or operating within the Impact Area. Such potential commercial tenants would be committing to space prior to the completion of construction.
24	To provide opportunities for mentorship for vocational tech students from DPSCD to apprentice on the site	Yes

E Food Security		
25	Developer commits to closing parking lot(s) at least 1x per month (during market season) for community farmer's market	Developer is open to discuss the area's needs for market space and could help locate space. Developer cannot displace parking for its 700 residential and commercial tenants without severely impacting quality of life, tenant business operations & traffic patterns.
26	Developer and/or market operator will recruit local fruit and vegetable growers, specifically from the Impact Area and North End to participate in the market as vendors	This ask is best handled by community farmer's market organizers. Developer is not skilled in organizing and recruiting farmer's market vendors.

F Public Space and Amenities		
27	Redesigning parking lot for community benefit:	Developer is required to provide a minimum quantity of parking for all uses of the building. Future MDOT development and projected commercial use of the space push the parking capacity to the low end. Providing community use of the commercial space is the best way to support the neighborhood.
	Connect all parking lots via a walking-running loop (recreation/health) which includes at least two food/beverage kiosks to be run as part of building operations	
	all vegetables & fruit to be contracted/sourced through North End farms	
	all food beverage to be subsidized for low-income senior & youth	
	adds convenience for market-rate tenants (building amenities), boosts overall safety & security of everybody in the neighborhood	
28	Developer commits to opening the swimming pool for community benefit including water aerobics (adults) in the morning (7-9AM) and swimming classes (children) in mid-afternoon (2-4PM) lieu of the impact study area not having a City of Detroit-operated community rec center	Developer is open to the water aerobics classes but would need to study the constraints and code implications of the change from a private facility vs. a public facility. Swimming classes would not be viable.
29	Developer will provide free public space (inside and exterior) at Fisher 21 Lofts which includes access to restrooms and drinking fountains	Public space will be subject to hours of operations of nearby tenants and only exterior to the property.

G Building Design		
30	Developer commits to preserving existing graffiti in areas of the building that will be utilized for circulation corridors, elevator shafts, public restrooms, bicycle parking, etc. to retain Detroit's history and creative class	All surfaces including all graffiti to date has been scanned with a plan to use appropriate graffiti as art displays within the building where the design fits.
31	Developer will utilize sustainable performance elements and practices for the site & building to reduce energy use and carbon impact (solar, passive heating & cooling, geothermal, clean electrification)	Developer will continue to investigate the viability of all available methods to reduce the buildings carbon footprint.

H Transportation		
32	Developer will provide notice to community of any impacts or changes in local road accessibility or bus schedules / routes as a result of construction or post-construction site activities	Yes
33	Developer will request an increase in DDOT bus services (additional routes and / or frequency of service) in order to serve the increased number of residents in the neighborhood upon completion of the Fisher 21 Lofts	Yes

Discussion



CBO TIER 1 PROCESS Identifying Project Impacts and Mitigations



ANTICIPATED FISHER BODY 21 PROJECT CBO SCHEDULE

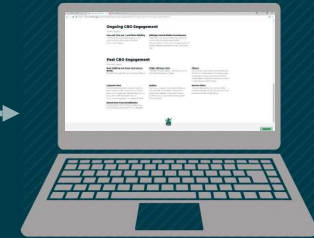
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YOU CAN ALSO SUBSCRIBE TO EMAIL UPDATES ON THE WEBSITE

Detroit Brownfield Authority Local Public Hearing – June 6th at 5pm

- *Monday June 6th at 5pm: Local Public Hearing*
 - *Join Zoom Meeting:
<https://us06web.zoom.us/j/83954253545?pwd=SThSZ0YwclpOTURNOXZtUTVuT2ZRdz09>*
 - *Meeting ID: 839 5425 3545*
 - *Passcode: 210130*
 - *Dial by Phone: 1 312 626 6799*
- *Next steps:*
 - *Project Approval by DBRA Board*
 - *City Council consideration of Brownfield TIF, Tax Abatement, and Land Sale in July*

What Comes Next

Next CBO Meeting: Tuesday June 7th at 6pm

- *Developer Response and Proposed Agreement*
- **LOCATION CHANGE** - In-person meeting at: Tangent Gallery – 715 E. Milwaukee Ave.
- Remote access via Zoom
- Meeting registration at:
<https://bit.ly/FisherBody21-CBO>
- All project notices and documents will be available at
www.detroitmi.gov/FisherBody21



Appendix 10.

DEVELOPER WRITTEN RESPONSE TO COMMUNITY IMPACT REPORT AND COMMUNITY BENEFITS MATRIX

FISHER 21 LOFTS

Fisher 21 Lofts, LLC thanks the Neighborhood Advisory Committee (NAC) for its strong efforts to find the most holistic way for this project to benefit to the community. We believe your hard work, alongside ours, will deliver results that we all can be proud of.

We hope this document becomes the official proposal from our organization to you, the NAC, as the Community Benefits Ordinance Process (CBO) requests. We feel this document shows our commitment to improve the neighborhood while benefiting the City of Detroit in numerous ways.

We have closely read the correspondence and listened to our meetings over the last several weeks. We feel the requests are best represented in three arenas: 1) financial benefit to Detroiters and the City of Detroit; 2) impact on the community after construction; and 3) impact to the community during construction. This proposal clarifies our position in each of these areas.

1. FINANCIAL BENEFIT FOR DETROIT

Fisher 21 Lofts agrees with the need for this project to value the community. In addition to the restoration of this classically blighted factory, the transformation of returning this area into a viable live/work community, as well as providing retail space to the community at large, we would like our project to financially benefit the community and the City. The following points best represent our commitment to ensuring value:

- a. **\$200,000.00** from the purchase of the building will be allocated to Housing Revitalization Dept (HRD)
- b. **\$50,000.00** will be donated to neighborhood not-for-profits selected from a list attached herein
- c. **\$50,000.00** will support entrepreneurs from the neighborhood as we engage Motor City Match
- d. **\$20,000.00 per year** of retail space and shared office desks awarded to neighborhood businesses
- e. **\$11,000,000.00** of construction wages will be available to approximately 250 Detroiters
- f. **\$30,000,000.00** of construction subcontracts or purchases will be earmarked to Detroit firms
- g. **\$1,000,000.00 per year** of long-term employment available to more than twenty-five Detroiters
- h. **\$22,000,000.00** saved by the City of Detroit in demolition costs
- i. **20% of units to 80% AMI** residents

Fisher 21 Lofts proposes to deliver a project that supports established City organizations in their endeavors, injects hundreds of jobs to the Detroit workforce – both short-term and long-term, provides millions of dollars to Detroit businesses, and saves the City over twenty million dollars.

While preserving this showpiece of Detroit history, the project will provide hundreds of jobs, support dozens of non-profits and businesses, and flip a \$22 million demolition spend into a \$50 million gain for the City of Detroit.

Housing and Revitalization

Through the purchase of the building, Fisher 21 Lofts has ensured that \$200,000.00 is being provided to Housing Revitalization Department (HRD) for the Detroit Affordable Housing Development and Preservation Fund as part of a new inclusionary zoning policy. The fund is designed to help build housing at 50% AMI and below, with a directive that not less than 70% of the funding serve households at or below 30% AMI.

Neighborhood Groups

In a show of support to the immediate impact zone of this project, Fisher 21 Lofts will engage with nonprofit groups and entrepreneurs to provide financial support. Specifically, Fisher 21 Lofts will donate \$50,000.00 to one or more of the nonprofit groups mutually agreed to between NAC and Fisher 21 Lofts. We will also engage Motor City Match or work directly with neighborhood groups to find entrepreneurs or small businesses who would benefit from donations and from space in the building. The donations will present at least \$50,000.00 to these groups. Additionally, this building will have dozens of shop spaces and shared-office workspace. Strongly discounted rents or free desks will help set these businesses on strong footings.

Construction Work

Fisher 21 Lofts has an aggressive plan to support and utilize the Detroit workforce to its fullest benefit.

Our team will directly hire Detroit workers looking for jobs and engage local workforce development groups like Detroit at Work to place trained Detroiters at different contractors throughout the project. Our team is committed to paying at least \$17.00 per hour (or more) as a living wage for all full time and part time employees hired directly by the construction group. Over two hundred and fifty jobs for Detroiters with average wages above \$45,000.00/year will provide more than \$11,000,000.00 to Detroit employees.

Too often smaller mom and pop companies and new companies are overlooked in construction procurement because of a perceived lack of capacity and purchasing bandwidth. Our team knows that scores of Detroiters contractors can do high quality, detailed work so we have built a plan to break down the barriers. Specifically, our team is eliminating or minimizing bonding requirements, pairing alongside subcontractors who need support in establishing larger accounts at material suppliers, committing to pay vendors directly and paying certain subcontractors more quickly than the bank typically allows on draw requests. Our team knows that this plan gives smaller companies the opportunity to grow their business and become stronger companies in the process. This work will be paired alongside the well established and more powerful Detroit-based organizations and skilled workers who are always present in our projects. At least \$30,000,000.00 of the construction spend will be through Detroit companies.

Permanent Jobs

Following construction, a major impact will be high quality re-engagement of the community. Eliminating a major eyesore and replacing it with a new building with state-of-the-art building systems that don't overwhelm City infrastructure will help make the Milwaukee Junction area a destination. This will benefit local businesses, including new local retailers in the building. The team is committed to providing discounted retail spaces for neighborhood entrepreneurs and will connect them with the Motor City Match program, which provide business mentoring, helps businesses prepare plans and obtain financing to open retail or commercial spaces, and promotes those businesses once they open.

The operation of this building is expected to create at least twenty-five long term jobs for Detroiters. At over \$40,000 per year per person this represents at least \$1.0M per year in income to Detroiters.

Financial Savings

In 2021 the City was planning to demolish this building with costs expected to range between \$15-\$30 million. Our projection estimates \$22,000,000.00 as a best guess. If this proceeded, the City would spend those \$22 million dollars in 2023 and could expect to sell the resulting land for about \$1 million in 2024. After the sale of the land and beginning to recover property taxes, we believe the City would still be out of pocket \$19.8 million by 2028.

Instead, under our plan, the City will not spend any money out of pocket, but rather receive \$1 million from the purchase of the land. The City will also obtain non-abated tax income earmarked for schools. And the City of Detroit will earn taxes from the workforce's wages and business taxes from the vendors on the project. Altogether, this creates positive cash flow for the City at every point in the project while allowing the City to spend the \$22,000,000.00 on other needs.

Affordable Units

Twenty percent of the total rental units will be marketed and rented at 80% AMI. The 80% AMI units will be equally distributed between studios, 1-bed and 2-bed units. The finishes, square footages and amenities will be the exact same for 80% AMI units as it will be for market rate units.

2. MAXIMIZE IMPACT FOR COMMUNITY

After work is completed on the building, the community can expect ongoing benefits including the existing environmental hazards being removed from the site. The building will also manage its own storm water runoff using underground detention where storm water is held onsite in large underground tanks & slowly released into the City of Detroit storm piping system. This helps to minimize overrun of City infrastructure which commonly leads to flooding. Further development in the area will lessen impacts.

The building will host at least 30,000 square feet of new retail. Potential retail partners could include grocery and food markets, small consumer goods businesses, shipping services, pharmacies, and cafes. These types of businesses are lacking in the immediate vicinity of the building. A 20,000 square foot open promenade is planned for the development. This will be free and open space, accessible to all. The promenade will feature multiple seating areas for outdoor community engagement and recreation. The building will also serve as a stopping point on recreational bike paths and will offer free bike parking.

While the development cannot require retailers to specifically buy goods from specific vendors, we look forward to encouraging retailers to purchase goods from the North End. The team plans to meet with potential retailers early and make strategic introductions to suppliers in the area. The building will serve as a hub for building relationships between local businesses.

3. MINIMAL IMPACT DURING CONSTRUCTION

The building has long sat vacant and attracted activity to the area including urban explorers, squatters, movie crews and drag racers on the weekends. When the Fisher 21 Lofts team takes Ownership of the building, we will secure the site and surrounding area. Security during and following construction will receive sensitivity & de-escalation training. This will have an immediate impact on the community safety and quality of life.

Fisher 21 Lofts also commits to open communication with the neighborhood regarding upcoming construction operations. Our team will use two main communication sources: 1) an opt-in email list serve and 2) community notice boards where paper copies of construction notices will be posted (i.e. abatement notice, street closures, changes to the logistics plans).

During construction sections of the surrounding streets will need to be closed for work. The construction team will ensure that when these closures do occur, the community is given as much advance notice as possible. Trucks delivering and removing materials to and from the site will be routed away from residential homes as much as possible with the route for heavy material or hazardous material to be directly to the freeway at I-94 or I-75.

Most construction activities will occur during normal working hours Monday through Friday. Saturday work and longer shifts will be required during different phases of the project. No work will be conducted on Sundays or late-night hours unless there is an emergency. Work outside of normal hours will be monitored for noise levels.

Construction will include abating all hazardous materials including contaminated soils, lead and asbestos. All contractors will be fully licensed and observe the standard of care required by all regulating entities. Several organizations will have influence including Michigan Dept of Licensing & Regulatory Affairs (LARA), Michigan Dept of Community Health (MDCH), Michigan Occupational Safety and Health Administration (MiOSHA), and Michigan Dept of Environment Great Lakes and Energy (EGLE). Hazardous materials will be transported by hazardous waste transporters who are licensed and regulated by EGLE's Materials Management Division (Hazardous Waste) and the US Department of Transportation (DOT), to licensed disposal facilities who in-turn are regulated by EGLE. During removal/abatement operations, areas will be isolated with impermeable barriers and HEPA-filter equipped exhaust fans when necessary. Workers will fully adhere to the Personal Protective Equipment (PPE) required for their own safety. Air monitoring outside of the work areas will be conducted during removal activities in compliance with EGLE's Due Care Obligations Rules and Regulations.

At every stage of construction, our team is committed to maintaining community & workforce safety. We will communicate regularly with the community and address any concerns. We are committed to being good neighbors throughout the development.

The Fisher 21 Lofts believes it is providing a significant benefit to the community in beautification, opportunity, and income. The investment in this project will remove decades worth of dangerous and blighted eyesore. This development will elevate the neighborhood by introducing an active commercial and residential corridor that will improve the entire surrounding community.

Sincerely,

Fisher 21 Lofts

Fisher Body Plant 21 Neighborhood Advisory Council Identified Impacts	
IMPACT LIST: May 31, 2022	
Fisher 21 Lofts, LLC	
NAC REQUEST / IMPACT #1	Responses - 6/10/2022
Community Investment	
Developer commits to allocating 10% of profits derived prior to paying the Development team from the Fisher 21 Lofts on an annual basis to (TBD Fund) for the duration of tax abatement (15 years) and TIF refunds (30 years) which may include the following:	(Provided in NAC Response Letter Submitted 6/9/2022)
a) Home improvement grant for homeowners demonstrating a need to improve health & safety (e.g. roof repairs, tree trimming, etc.)	
b) Senior and Youth programs serving the Impact Area	
c) Detroit Affordable Housing and Preservation Trust Fund - which supports secure housing for Detroit Residents making less than \$35k / year	
d) Local Emergency Food Pantry serving the Impact Area	
e) Programs that do job training and prioritizing of high school age youth from the Impact Area and surrounding area	
Housing Stability and Affordability	
Developer commits to 100% of the affordable units (20% of total units in the building) to be rented at affordable rates to income-qualified people based on 50% Area Median Income	(Provided in NAC Response Letter Submitted 6/9/2022)
Developer commits to maintain affordable units for the duration of tax abatement and TIF refunds for a total of 30 years	
Developer commits that renters who are living in affordable units at the expiration of the affordability period (30 years) will be able to continue to rent at the previously required affordable rate in perpetuity as long as they are residents of the building (aka grandfathered in)	
Developer will create and implement a plan to directly market affordable units to Impact Area residents	Developer will create and implement a plan to directly market affordable units to Impact Area residents, and will share such plan with the Neighborhood Advisory Council
Safety and Community Wellbeing	
Developer will ensure all required insurance remains active through the entire demolition and construction periods of the Project	All insurance consistent with standard construction practices will be maintained.
In order to ensure that the Fisher Body Plant 21 will never again be a blighted nuisance for the neighborhood, developer will take out a bond or insurance coverage to provide for proper maintenance of building (up to the cost of demolition) if the Fisher Lofts 21 project fails or becomes vacant in the future	If this project does not move forward and the building is not redeveloped, the City plans to demolish the structure using public funds. When the construction financing is closed, the lenders and State of Michigan will ensure adequate funding to complete the redevelopment and operate the asset. A bond is not necessary.
Developer agrees to comply with all federal, state, and local laws including having all of its contractors, subcontractors, suppliers and professionals carry all appropriate general and/or professional liability insurance for any and all activities related to the Project	Developer confirms that it will comply with all federal, state, and local laws including having all of its contractors, subcontractors, suppliers and professionals carry all appropriate general and/or professional liability insurance for any and all activities related to the Project
Developer commits to frequent testing completed by an independent 3rd party qualified environmental agency of all on-site workers who are exposed to toxic materials/waste to prevent unhealthy working conditions that lead to long-term health issues	Developer confirms that testing of on-site workers will be conducted in accordance with State of Michigan EGLE regulations during the course of construction
Developer commits to keeping the interior of the building non-smoking	Developer commits to keeping the interior of the building non-smoking
Developer make publicly available its rodent control plan and will employ adequate rodent control measures during construction and post construction, including monitoring and remediation of any infestations	Developer will make publicly available upon request its rodent control plan and will employ adequate rodent control measures during construction and post construction, including monitoring and remediation of any infestations
Developer commits that any security employees or contractors employed before, during, or after construction will receive racial, disability, and neurodivergence sensitivity training	Developer commits that any security employees or contractors employed before, during, or after construction will receive racial, disability, and neurodivergence sensitivity training
All hazardous materials identified on the site will be safely and properly removed by qualified environmental professionals	All hazardous materials identified on the site will be safely and properly removed by qualified environmental professionals

Safety and Community Wellbeing	
All environmental reports and results of associated monitoring will be posted to communication sources and communicated to the NAC	All environmental reports and results of associated monitoring will be posted to communication sources and communicated to the NAC
Developer will create a fugitive dust plan to be shared with NAC and community, including but not limited to: dust suppression, particulate matter monitoring and in accordance with existing laws and regulations	During the course of hazardous material removal and abatement, developer will create a fugitive dust plan to be shared with NAC and community, including but not limited to: dust suppression, particulate matter monitoring and in accordance with existing laws and regulations
Removal, transportation, and disposal of all hazardous materials from site will be done by qualified environmental professionals in accordance with all applicable laws. Vehicles transporting hazardous materials off-site will be secured / covered so that no dust or debris escapes into surrounding neighborhood and will utilize only the City of Detroit approved designated routes / does not travel on residential streets	Removal, transportation, and disposal of all hazardous materials from site will be done by qualified environmental professionals in accordance with all applicable laws. Vehicles transporting hazardous materials off-site will be secured / covered as required by applicable laws so that no dust or debris escapes into surrounding neighborhood and will utilize only the City of Detroit approved designated routes without traveling on residential streets
Job + Employment	
Developer commits to paying full-time construction workers an annual salary of at least prevailing wages as defined by the State of Michigan	(Provided in NAC Response Letter Submitted 6/9/2022)
Developer commits to paying part-time construction workers an hourly wage of at least prevailing wages as defined by the State of Michigan	
Developer commits to paying all building operations & maintenance employees an hourly wage equivalent to an annual salary of at least 80% of the Area Median Income	
To provide support for local neighborhood entrepreneurs, developer will provide discounted commercial rental space or other subsidy / support to business owners from the surrounding neighborhood / Impact Area	
To provide opportunities for mentorship for vocational tech students from DPSCD to apprentice on the site	Yes. The developer will work with Detroit at Work and the Detroit Public Schools Community District to identify mentorship and apprenticeship opportunities on the project site for DPSCD vocational tech students. Developer will help distribute information about these opportunities to organizations active in the Impact Area.
Food Security	
Developer commits to closing parking lot(s) at least 1x per month (during market season) for community farmer's market	Developer will consider the need and feasibility for creating a community farmers market to be located in the public outdoor space on the property however such a market cannot conflict with business operation of future commercial tenants.
Developer and/or market operator will recruit local fruit and vegetable growers, specifically from the Impact Area and North End to participate in the market as vendors	In the event that the developer contracts with an organization to manage a farmer's market on the property, developer will request that said organization recruit local fruit and vegetable growers from the Impact Area and North End to participate in the market
Public Space and Amenities	
Redesigning parking lot for community benefit	Developer will make community use of commercial space a top priority in programming decisions.
Connect all parking lots via a walking-running loop (recreation/health) which includes at least two food/beverage kiosks to be run as part of building operations --> all vegetables & fruit to be contracted/sourced through North End farms (jobs/economy) --> all food beverage to be subsidized for low-income senior & youth (affordability/food security) --> adds convenience for market-rate tenants (building amenities) --> boosts overall safety & security of everybody in the neighborhood	
Developer commits to opening the swimming pool for community benefit including water aerobics (adults) in the morning (7-9AM) and swimming classes (children) in mid-afternoon (2-4PM) lieu of the impact study area not having a City of Detroit-operated community rec center	Developer confirms that the use of the pool will be reserved for residents of the property and their guests only. Developer will study the feasibility of offering programming at the pool, such as water aerobics to the residents of the Fisher 21 Lofts
Developer will provide free public space (inside and exterior) at Fisher 21 Lofts which includes access to restrooms and drinking fountains	Developer confirms that all spaces open to the public, such as commercial spaces will provide public restrooms and facilities as required by Detroit building code
The Developer will make available interior space for community meetings/activities twice annually, free of charge, for a period of 7 years following city council project approval. Capacity limited to 75 people.	Up to two times annually, the developer will make space available free of charge for no more than 75 people within the Fisher Lofts development for community meetings upon request.

Building Design + Maintenance	
Developer commits to preserving existing graffiti in areas of the building that will be utilized for circulation corridors, elevator shafts, public restrooms, bicycle parking, etc. to retain Detroit's history and creative class	All surfaces including all graffiti to date has been scanned with a plan to use appropriate graffiti as art displays within the building where the design fits.
Developer will utilize sustainable performance elements and practices for the site & building to reduce energy use and carbon impact (solar, passive heating & cooling, geothermal, clean electrification)	Developer will use high efficiency lighting, Energy Star-certified appliances, and low water utilization plumbing in all residential units.
Developer will ensure that ADA accessible units are available on all floors of the Fisher 21 Lofts and design ingress and egress and all public spaces as ADA accessible	Developer will ensure that ADA accessible units are available on all floors of the Fisher 21 Lofts and design ingress and egress and all public spaces as ADA accessible
Developer will create a "Building Retirement Plan"	Developer is unable to respond to this request. NAC to provide clarity on definition of "Building Retirement Plan."
The Developer will work to devliever a Project design, using renowned professionals, that is both inspiring and welcoming.	Developer is unable to respond to this request.
The Developer with incorporate live trees and vegetation in to the design adjacent to streets, where possible.	The Developer will prioritize the incorporation of live trees and vegetation in installations adjacent to streets.
Developer with include publicly accessible EV (electric vehicle) charging stations in parking lots or elsewhere in the parking design.	Developer will evaluate the feasibility of installing EV charging stations in its public parking lots.
Transportation and Construction Protocol	
The standard construction schedule for the Project will be 7AM - 5PM on weekdays, with Saturdays only being worked as necessary and no more than 2x per month	Developer confirms that most construction activities will occur during normal working hours Monday through Friday. Saturday work and longer shifts will be required during different phases of the project. No work will be conducted on Sundays or late-night hours unless there is an emergency. Work outside of normal hours will be monitored for noise levels.
Developer will work with its construction partner to limit as much noise-making activities at the Project as possible to occur after 9AM	
Developer will comply with all local ordinances related to the Project	
Developer will request an increase in DDOT bus services (additional routes and / or frequency of service) in order to serve the increased number of residents in the neighborhood upon completion of the Fisher 21 Lofts	Developer will request an increase in DDOT bus services (additional routes and / or frequency of service) in order to serve the increased number of residents in the neighborhood upon completion of the Fisher 21 Lofts
Developer will not, at any time, cause the total closure of major thoroughfares such as Harper, Beaubien, and Piquette (leading to overpasses) unless such a closure is required for utility connections related to the Project. In the event a total lane closure of major thoroughfares such as Harper is necessary, Developer will do everything possible to minimize any potential disruption, including scheduling and paying for overtime work	Developer agrees not to seek closure of Harper and Beaubien; however, developer may need to seek closure of streets adjacent to the project to facilitate work and consistent with City permissions.
Communication	
Developer will establish communication sources including, but not limited to an email list-serve, website, and neighborhood information station, and placards posted at the project site to communicate with residents about construction progress, roadway closures, environmental issues, leasing and business opportunities related to the Fisher 21 Lofts	Developer will establish communication sources including, but not limited to an email list-serve, website, and neighborhood information station, and placards posted at the project site to communicate with residents about construction progress, roadway closures, environmental issues, leasing and business opportunities related to the Fisher 21 Lofts
Developer will provide regular updates to the community through the communication sources and directly with management agents for Genesis Villas, Piquette Square, Palmer Court, and other Impact Area apartment communities on construction progress, project updates, leasing and business opportunities for Fisher 21 Lofts	Developer will provide regular updates to the community through the communication sources and directly with management agents for Genesis Villas, Piquette Square, Palmer Court, and other Impact Area apartment communities on construction progress, project updates, leasing and business opportunities for Fisher 21 Lofts
Developer will provide 48-hour notice to community of any impacts or changes in local road accessibility or bus schedules / routes as a result of construction or post-construction site activities by these communication sources > Direct communication via current City of Detroit project website > Direct communication with the management agents for the Genesis Villas, Piquette Square, Palmer Court and other Impact Area apartment communities > An email listserv which will be made functional by the Developer and includes all email addresses provided by the NAC and the City for such email listserv	Developer will provide 48-hour advance notice to community of any impacts or changes in local road accessibility or bus schedules or routes as a result of construction or post-construction site activities by these communication sources. Notice will be made by the following means: - Direct communication via current City of Detroit project website - Direct communication with the management agents for the Genesis Villas, Piquette Square, Palmer Court and other Impact Area apartment communities - An email listserv which will be made functional by the Developer and includes all email addresses provided by the NAC and the City for such email listserv"
Developer will provide 48-hour notice through communication sources for unique activities or unscheduled work as needed during Sunday hours. Developer agrees to not perform any disruptive/loud work on Sunday. Should work on Sunday become unnecessary, it will be restricted to low decibel activities	Developer agrees to give 48-hour notice for any unscheduled construction work during Sunday hours, provided that such notice is not required for action to address unforeseen emergency work (e.g., a burst pipe).

Appendix 11.

**COMMUNITY BENEFIT PUBLIC MEETING #9: NAC
RESPONSE TO DEVELOPER'S PROPOSAL AND
CONTINUED DISCUSSION**

Welcome to the FISHER BODY PLANT 21 COMMUNITY BENEFITS MEETING



CBO Meeting #9 - June 14, 2022



AGENDA

- Welcome and CBO Process Review
- NAC Presentation + Response
- Developer and NAC Discussion
- General Q & A

CBO TIER 1 PROCESS Identifying Project Impacts and Mitigations



THE NEIGHBORHOOD ADVISORY COUNCIL (NAC) 9 RESIDENTS FROM THE IMPACT AREA

THE NAC MEETS WITH PLANNING & DEVELOPMENT, THE DEVELOPER, AND COMMUNITY TO IDENTIFY PROJECT IMPACTS

THE NAC DEVELOPS SUGGESTIONS TO IDENTIFIED IMPACTS AND THE DEVELOPER RESPONDS

THE CITY AND DEVELOPER GENERATE AN AGREEMENT IN RESPONSE TO THE IMPACTS WITH THE NAC'S SUPPORT

ANTICIPATED FISHER BODY 21 PROJECT CBO SCHEDULE

Meetings	April 2022					May 2022			June 2022	
	WK 1	WK 2	WK 3	WK 4	WK 5	WK 6	WK 7	WK 8	WK 9	WK 10
Meeting 1 - Introduction to CBO*	12-Apr									
Meeting 2 - NAC Selection (2 members selected by the public)		26-Apr								
Bye Week - City Selection Week + NAC Orientation										
Meeting 3 - Developer Project Presentation to NAC				3-May						
Meeting 4 - NAC Working Session: Drafts Project Impacts & Community Benefits					10-May					
Meeting 5 - NAC Presents Project Impacts & Community Benefits						17-May				
Meeting 6 - NAC Working Session: Finalizes Project Impacts & Community Benefits							24-May			
Meeting 7 - Developer Presents Responses to Community Benefits								31-May		
Meeting 8 - NAC Working Session: Prepares Letter of Consensus									7-Jun	
Meeting 9 - Continued Developer / NAC Discussion (if needed)										14-Jun

*Please note that this schedule might change and will be updated as we progress.

THROUGHOUT THE PROCESS

THE CBO WEBSITE IS UPDATED REGULARLY WITH PUBLIC MEETING TIMES, DATES, & PRESENTATIONS + THE SIGNED COMMUNITY BENEFITS PROVISION

WWW.DETROITMI.GOV/FISHERBODY21



YOU CAN ALSO SUBSCRIBE TO EMAIL UPDATES ON THE WEBSITE

DISCUSSION – GROUND RULES

- **Respect:** for each other + the process
- **Listen actively:** focus on understanding others' perspective
- **Focus on ideas, not individuals**
- **Keep an open mind**
- **Assume good intentions and good faith**
- **We are here to work together for the benefit of the community**

Fisher Body Plant 21 NAC Meeting

CBO Meeting #9

June 14, 2022

Agenda

1. **Welcome + Housekeeping** - Aaron Goodman, PDD
2. **Grounding in Values** - Sheila Hamilton, NAC
3. **PowerPoint Presentation** - NAC members
Halima Cassells, Detonya Clark, Sheila Hamilton, Lynnette Roberson, Malik Wali, and John Patrick.
4. **Discussion** - NAC Members Dirra D.R. Castelov, Ron Chapman II, Chenita Gary, and Patricia Linklater
5. **Discussion** - Developers
6. **Public Comment**
7. **Vote** - NAC votes on the proposal's passage or meeting continuance.

Values

As a NAC we established these values:

Scholarship and youth investment

Local Entrepreneurship investment

Investment in Local Nonprofits that truly help people get back on their feet

No one should be displaced!

No one should be poisoned!

Listening to the Voice of Community!



Gratitude, Development Team for these Agreements thus far...

Fisher 21 NAC Impact List		
Fisher Body Plant 21 Neighborhood Advisory Council Identified Impacts		
	A	B
28	Developer commits to frequent testing completed by an independent 3rd party qualified environmental agency of all on-site workers who are exposed to toxic materials/waste to prevent unhealthy working conditions that lead to long-term health issues	Testing of on-site workers is currently included in EGLE regulations, during the course of construction.
29	Developer commits to keeping the interior of the building non-smoking	Yes
30	Developer make publicly available its rodent control plan and will employ adequate rodent control measures during construction and post construction, including monitoring and remediation of any infestations	Yes
31	Developer commits that any security employees or contractors employed before, during, or after construction will receive racial, disability, and neurodivergence sensitivity training	Yes
32	All hazardous materials identified on the site will be safely and properly removed by qualified environmental professionals	Yes
33	All environmental reports and results of associated monitoring will be posted to communication sources and communicated to the NAC	Yes
34	Developer will create a fugitive dust plan to be shared with NAC and community, including but not limited to: dust suppression, particulate matter monitoring and in accordance with existing laws and regulations	Yes, during the course of hazardous material removal and abatement.
35	Removal, transportation, and disposal of all hazardous materials from site will be done by qualified environmental professionals in accordance with all applicable laws. Vehicles transporting hazardous materials off-site will be secured / covered so that no dust or debris escapes into surrounding neighborhood and will utilize only the City of Detroit approved designated routes / does not travel on residential streets	Yes
36		

Gratitude, Development Team for these Agreements thus far...

Fisher 21 NAC Impact List		
Fisher Body Plant 21 Neighborhood Advisory Council Identified Impacts		
	A	B
51	Developer commits to opening the swimming pool for community benefit including water aerobics (adults) in the morning (7-9AM) and swimming classes (children) in mid-afternoon (2-4PM) lieu of the impact study area not having a City of Detroit-operated community rec center	Developer is open to the water aerobics classes but would need to study the constraints and code implications of the change from a private facility vs. a public facility. Swimming classes would not be viable.
52	Developer will provide free public space (inside and exterior) at Fisher 21 Lofts which includes access to restrooms and drinking fountains	Public space will be subject to hours of operations of nearby tenants and only exterior to the property.
53	The Developer will make available interior space for community meetings/activities twice annually, free of charge, for a period of 7 years following city council project approval. Capacity limited to 75 people.	
54		
55	Building Design + Maintenance	
56	Developer commits to preserving existing graffiti in areas of the building that will be utilized for circulation corridors, elevator shafts, public restrooms, bicycle parking, etc. to retain Detroit's history and creative class	All surfaces including all graffiti to date has been scanned with a plan to use appropriate graffiti as art displays within the building where the design fits.
57	Developer will utilize sustainable performance elements and practices for the site & building to reduce energy use and carbon impact (solar, passive heating & cooling, geothermal, clean electrification)	Developer will continue to investigate the viability of all available methods to reduce the buildings carbon footprint.
58	Developer will ensure that ADA accessible units are available on all floors of the Fisher 21 Lofts and design ingress and egress and all public spaces as ADA accessible	Yes
59	Developer will create a "Building Retirement Plan"	
60	The Developer will work to develop a Project design, using renowned professionals, that is both inspiring and welcoming.	
61	The Developer will incorporate live trees and vegetation in to the design adjacent to streets, where possible.	

Sample CBO Agreements and Research from Detroit

[Participatory Design Process and voluntary CBA at The Love Building in Detroit.](#)

[Community Ownership as a Tool for Preservation](#)

[Privately Negotiated CBA in NW Goldberg Mixed Use Project](#)

[Stellantis fka FCA CBA Failing Residents](#)

[Doing Development Differently in Detroit: Policy Research](#)

[Detroit People's Platform: Resources](#)

CBO Case Study: Small Detroit Developer

Public / Community Benefit

- 35 Units of Affordable Housing (Local Preference)
- 93 Units of Senior Housing
- Improvements to Delores Bennett Park / Led by North End Youth Improvement Council
- Homeowner Exterior Beautification Fund (\$3,000)
- Rodent Mitigation Program
- Stormwater Management System
- Modular Construction - Minimal Impact – Gradual Building Delivery Over Time
- Enterprise Green Certification
- Rooftop Garden / Enhanced Greenspace Initiative (Expanded)
- Crowdfunding Ownership Initiative
- For-Sale Housing Initiative
- HUD /MSHDA Down Payment Assistance
- Commitment to Purchasing Project Art from Local Artists

- Develop over 50% of the units as Senior Housing.
- At least 20% of the units will be Affordable Housing.
- Offer local preference for the affordable units.
- Fund a \$3000 exterior rehabilitation to homeowners adjacent to the project.
- Offer crowdfunding to allow residents of the North End to invest in the project.
- Purchase all art for the project from local artists.
- Provide a for-sale housing component to complement the rental program.
- Fund improvements and youth programming for Delores Bennett Park
- Provide community space for neighborhood vendors and small businesses to sell their goods.
- Modify the existing development plan to include additional greenspace
- Continuing community engagement on the [] project

I support the expansion of housing opportunities for Detroit residents and newcomers. Our residential community has suffered from the loss of residents for many, many years. We need more people in the North End so that we can continue our legacy of a tight knit, vibrant residential commercial and artistic community in the 21st century.

The destruction of housing in this neighborhood can be reversed by the development of mixed

CBO Case Study: Small Detroit Developer

First privately negotiated CBA in Detroit's history signed for NW Goldberg development

A community group and developer negotiated the agreement for a mixed-use building near the Lincoln Street Art Park

By Karim Masriy | Aug 19, 2019, 12:56 PM EDT



West Grand Boulevard Collaborative president Mildred Hurt Robbins speaks at a press conference announcing the CBA with Grasso Holdings | Aaron Masriy

A bit of development history was made in Detroit today.

For a soon-to-be-constructed development at Lincoln and Wilbur streets in Northwest Goldberg, the West Grand Boulevard Collaborative (WGBC) negotiated a community benefit agreement (CBA) with Grasso Holdings, a local developer.



Preliminary rendering of Grasso Holdings' development | Courtesy of Grasso Holdings

And because it's privately negotiated, the sides didn't release specifics about the CBA. But according to a summary document, there are commitments to provide "some" affordable units that exceed the city's minimum requirement of 20 percent of the total units at 80 percent of the area median income.

Grasso will also work with WGBC to hire locally—for construction jobs, subcontractors, and small business tenants—pay a living wage, and submit quarterly reports on its employment progress. There's also items related to sustainability, safety and security, and quality of life.

"These documents represent the things that we plan to do together for the benefit of [Grasso's] business and our community," said Mildred Robbins, president of WGBC, at a press conference attended by State Rep. Isaac Robinson and others.

In case Grasso doesn't comply with its commitments, WGBC says there are enforcement and oversight mechanisms, but declined to say exactly how they'd be executed.

WGBC received legal and technical support from Doing Development Differently in Metro Detroit and the Sugar Law Center.

Recent Detroit Affordability Case Studies

- [06.1.22 "...These Detroiters Now Have Nowhere to Go," Outlier Media](#)
- [05.25.22 "U-SNAP-BAC, Councilmembers and Community Celebrate 64 Units of Affordable Housing," City of Detroit Website](#)
- [05.04.22 "Mayor helps break ground on 14 Affordable Housing Units," City of Detroit Website](#)
- [04.14.22 "Detroit Overassessed Homeowners \\$600M: Causing Estimated 100,000 foreclosures \[mostly Black folks\]," MetroTimes](#)
- [07.29.21 "Michigan's Affordable Housing Crisis May Get Worse..." Bridge Detroit.](#)
- [05.16.21 "Economic Opportunity was out of Reach for Detroiters Before the Pandemic," Detroit Free Press](#)
- [02.4.21 "Program Links Home Repair, Housing Stability," University of Michigan](#)

DETROIT

Report: Economic opportunity was out of reach for many Detroiters before the pandemic

Nushrat Rahman
Detroit Free Press

Published 6:00 a.m. ET May 16, 2021

[View Comments](#)

Over the last decade, the median income of white Detroiters increased 60%. For African Americans in Detroit, the increase was 8%. The average value of a white Detroiters' home is \$46,000 higher than an African American Detroiters' home. White Detroiters are more likely to be middle-class than Detroit's African American or Hispanic residents

This was all before the COVID-19 pandemic.

These are just some of the findings in a report released Sunday by Detroit Future City, a think-tank that develops strategies to improve economic equity and

"The preservation and creation of affordable housing is the cornerstone of our growth strategy." - Mayor Mike Duggan

"How we address the housing inequities that will inevitably arise from Detroit's revitalization will, ultimately, determine if the growth we're experiencing is sustainable. Through the Inclusionary Housing Ordinance my office sponsored, I've worked to actively address the growing need for affordable housing and the inclusion of all Detroiters in the City's future."
- City Council President Pro Tempore Mary Sheffield.

Detroit's foreclosure crisis was largely driven by overassessed properties.

Violet Ikononova

The city of Detroit made an extraordinary admission about five years ago: It overtaxed homeowners by at least \$600 million between 2010 and 2016.

The illegal, inflated property tax assessments resulted in an estimated 100,000 Detroiters, most of them Black, losing their homes to foreclosure.

Photo credit: Nick Hagen

Time is running out for Teneisha Junior to avoid homelessness. A patchwork of state programs made possible of her in a hotel after she was evicted last year. (Caption) has been a challenge.

Detroit after what she described as a cash deal

Her income took a hit in the pandemic. Michigan program. In Wayne County alone, the state has 921.

Sample Affordable Housing for Detroiters

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Detroit awarded \$30 million HUD grant to improve Corktown housing, neighborhood

Nushrat Rahman
 Detroit Free Press

Published 2:29 p.m. ET May 26, 2021 | Updated 9:42 a.m. ET May 27, 2021

The City of Detroit was awarded a \$30 million grant from HUD to add more mixed-income housing and improve neighborhood conditions in the Corktown area. Provided By The City Of Detroit

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More: City of Detroit seeks federal grant to build affordable housing in Corktown

More: Report: Economic opportunity was out of reach for many Detroiters before the pandemic

Under the Corktown plan:

- 40% of the units are to be set aside for those earning between 30% and 80% of AMI — in other words, a one-person household making up to \$44,800.
- Twenty percent will be for people who make up to 30% AMI, or a one-person household making \$16,800 or less.
- Another 20% percent of units will be for those earning between 80% and 120% AMI — or up to \$67,200 for a one-person household — and the remaining units are at market rate.

Sample Affordable Housing for Detroiters

BUSES | DEPARTMENTS | GOVERNMENT | JOBS | PAY | WATER

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U-SNAP-BAC, councilmembers & community celebrate overhaul, preservation of 64 units of affordable housing

MAY 25 AFFORDABLE HOUSING

U-SNAP-BAC, councilmembers & community celebrate overhaul, preservation of 64 units of affordable housing

- Housing at deeply affordable rates, of 50%-60% AMI, guaranteed for next 30 years.
- Project, in partnership with MHT Housing, was an \$11.9M investment in the community.
- City invested \$2M in funding in development; project also received \$6.7M in LIHTC.

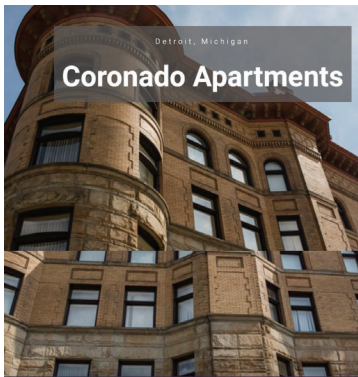
DETROIT — U-SNAP-BAC and members of the Detroit City Council and community today gathered to celebrate the makeover of 64 units of deeply affordable housing on the city's east side and the extension of that affordability for the next 30 years.

Morningside Commons, located at the intersection of East 12th and Michigan in the Morningside neighborhood, features 13 townhomes at 50 percent area median income (AMI) and 51 at 60 percent AMI. Because the affordability is guaranteed for at least the next 30 years, residents will not have to worry about being priced out of their homes. U-SNAP-BAC is the owner and developer of the 32-building complex.

"Today is an exciting day for the Morningside Community, as we dedicate 64 rental townhomes to remain affordable for the next 15 years in this community," said Linda Smith, who has served as executive director of U-SNAP-BAC since 1995. "U-SNAP-BAC and our partners are committed to ensuring that quality housing is available and affordable for families of all incomes."

Each of the 32 buildings received new HVAC, new kitchen appliances, cabinets and sinks, and faucets; new bathroom vanities, toilets, sinks, and shower fixtures; new flooring; new paint; and new lighting and ceiling fans. The apartments now meet MSBDA's Affordable Green Standards for efficiency. The exterior also saw major upgrades, including new roofing, new windows, new gutters and downspouts, new siding, new front and rear entry doors, new or repaired steps on the front and back of each unit, and new lighting and garage door replacement or repair.

Sample Affordable Housing for Detroiters



Location:
 3751 Second Ave. Detroit, MI

Community:
 Coronado Apartments offers apartment homes for low income families in midtown Detroit, including washers/dryers and full kitchens. The property is near a major bus route and is within minutes of downtown Detroit. The building was placed on the National Register of Historic Places in 2002.

Community Served:
 24 Family Apartments All households at or below 50% AMI
 Total project cost: \$5,393,000 City of Detroit HOME Funds | \$1.5M Brownfield Loan

Developer/Role:
 Ginosko Development Company (2012-2013) Acquisition | Financing | Construction Oversight | Asset Management | Resident Engagement | Development Team Formation and Administration

Owner Entity:
 Coronado Apartments III LDHA, LP

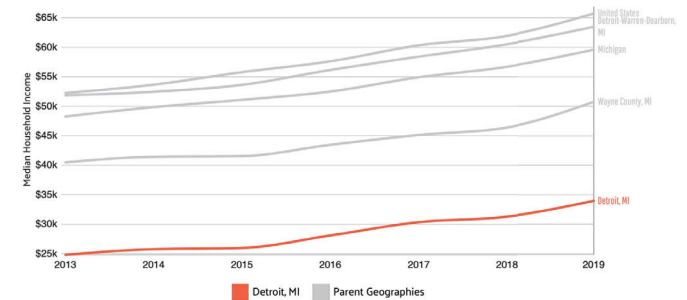
Development Team:
 Ginosko Development Company | KMG Prestige, Inc. | Fusco, Schafer & Pappas, Inc. | Rohde Construction | Loomis

Affordability within the Proposed Fisher 21 Loft Project

Area Median Income = \$62,800 (Metro Detroit AMI)

Detroit Median Income = \$32,498

48202 Median Income = \$28,768



Fisher Lofts Definition of Affordable Units

80% AMI = \$50,240 = UNAFFORDABLE for Most Detroiters

*Based on a 2-person household, per the US Census 2020 and HUD data

Additional Items that Emerged Since Our Last Meeting

Increasing access to the internet using the building and possibly the water tower to beam affordable internet throughout the surrounding community,

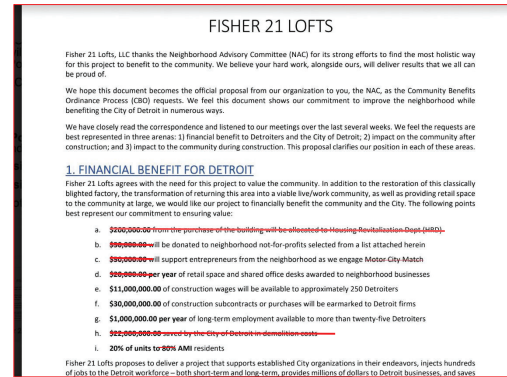
Vegetative buffering,

Codifying in writing verbal agreements made during last NAC meeting (6/7/22) around environmental protections,

1. Daily hazmat monitoring.
2. Air-quality monitors for homes along the hazmat truck route in the neighborhood.
3. Halting operations if and environmental hazard is found until remediated.

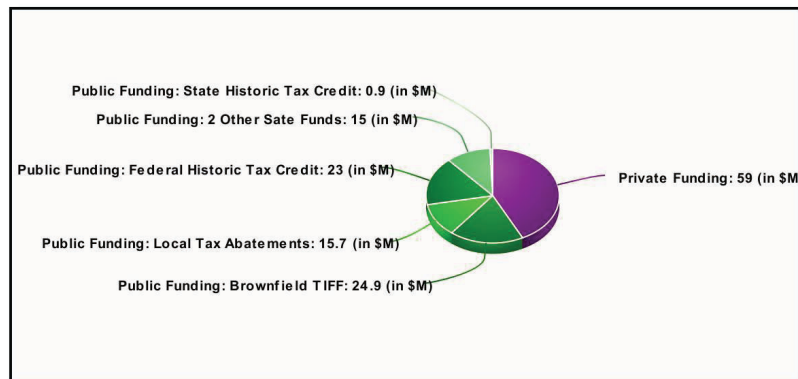
Process for continued community engagement through participatory design.

NAC Response to 6/8/22 Letter from the Developer



- a. This is a mandated allocation to the Detroit Affordable Housing and Preservation Trust Fund- not a concession or "benefit" by Developer. Please propose additional funding to Detroit residents struggling with rent and affordable housing via this trust fund.
- b. Triple it or propose an annual % to a community trust
- c. Triple it or propose an annual % to a community trust
- d. Triple it or propose an annual % to a community trust
- h. In relation to the once-in-generation \$826M in funding, not really a benefit.
- i. We stand by 20% of units at 50% AMI to honor 1/3 of Detroit's population.

Fisher 21 Lofts Total Cost \$139M



- Private Funding
- Public Funding: Brownfield TIFF
- Public Funding: Local Tax Abatements
- Public Funding: Federal Historic Tax Credit
- Public Funding: 2 Other State Funds
- Public Funding: State Historic Tax Credit

meta-chart.com

What is the Return on Investment for the Public?

What are the REAL benefits to the Community?

Thank You!

Discussion



Raise Hand via Zoom

Windows, Apple, Phone

▶ Phone: press *9

▶ Web participants: use the raise hand feature

▶ Windows: press [Alt + Y] simultaneously

▶ Apple: press [Option + Y]



CBO TIER 1 PROCESS Identifying Project Impacts and Mitigations



THE NEIGHBORHOOD ADVISORY COUNCIL (NAC) 9 RESIDENTS FROM THE IMPACT AREA



THE NAC MEETS WITH PLANNING & DEVELOPMENT, THE DEVELOPER, AND COMMUNITY TO IDENTIFY PROJECT IMPACTS



THE NAC DEVELOPS SUGGESTIONS TO IDENTIFIED IMPACTS AND THE DEVELOPER RESPONDS



THE CITY AND DEVELOPER GENERATE AN AGREEMENT IN RESPONSE TO THE IMPACTS WITH THE NAC'S SUPPORT

ANTICIPATED FISHER BODY 21 PROJECT CBO SCHEDULE

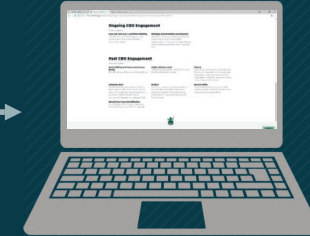
Meetings	April 2022					May 2022			June 2022	
	WK 1	WK 2	WK 3	WK 4	WK 5	WK 6	WK 7	WK 8	WK 9	WK 10
Meeting 1 - Introduction to CBO*	12-Apr									
Meeting 2 - NAC Selection <i>(2 members selected by the public)</i>		26-Apr								
Bye Week - City Selection Week + NAC Orientation										
Meeting 3 - Developer Project Presentation to NAC				3-May						
Meeting 4 - NAC Working Session: <i>Drafts Project Impacts & Community Benefits</i>					10-May					
Meeting 5 - NAC Presents Project Impacts & Community Benefits						17-May				
Meeting 6 - NAC Working Session: <i>Finalizes Project Impacts & Community Benefits</i>							24-May			
Meeting 7 - Developer Presents Responses to Community Benefits								31-May		
Meeting 8 - NAC Working Session: <i>Prepares Letter of Consensus</i>									7-Jun	
Meeting 9 - Continued Developer / NAC Discussion (if needed)										14-Jun

*Please note that this schedule might change and will be updated as we progress.

THROUGHOUT THE PROCESS

THE CBO WEBSITE IS UPDATED REGULARLY WITH PUBLIC MEETING TIMES, DATES, & PRESENTATIONS + THE SIGNED COMMUNITY BENEFITS PROVISION

WWW.DETROITMI.GOV/FISHERBODY21



YOU CAN ALSO SUBSCRIBE TO EMAIL UPDATES ON THE WEBSITE