

TRUE COPY CERTIFICATE

Form C of D-16-CE

STATE OF MICHIGAN, }  
City of Detroit } ss.

CITY CLERK'S OFFICE, DETROIT

I, *Janice M. Winfrey*, City Clerk of the City of Detroit, in said  
RESOLUTION

State, do hereby certify that the annexed paper is a TRUE COPY OF \_\_\_\_\_

adopted (passed) by the City Council at session of

November 21, 17  
\_\_\_\_\_ 20

and approved by Mayor

November 28, 17  
\_\_\_\_\_ 20

as appears from the Journal of said City Council in the office of the City Clerk of Detroit, aforesaid;  
that I have compared the same with the original, and the same is a correct transcript therefrom, and of the  
whole of such original.

In Witness Whereof, I have hereunto set my hand  
and affixed the corporate seal of said City, at  
Detroit, this \_\_\_\_\_ 11<sup>th</sup>  
day of \_\_\_\_\_ December \_\_\_\_\_ 17  
A.D. 20 \_\_\_\_\_

*Janice M. Winfrey*  
\_\_\_\_\_  
CITY CLERK



CITY OF DETROIT  
PLANNING AND DEVELOPMENT DEPARTMENT

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COLEMAN A. YOUNG MUNICIPAL CENTER  
2 WOODWARD AVENUE SUITE 808  
DETROIT, MICHIGAN 48226  
(313) 224-1339 • TTY:711  
(313) 224-1310  
WWW.DETROITMI.GOV

26

November 13, 2017

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

**Re: Community Benefits Provision for Tier 1 Development Project –  
Book Building and Tower & Monroe Blocks.**

Honorable City Council:

Bedrock Management Services LLC, a Michigan limited liability company (the “Developer”) is undertaking (1) the complete rehabilitation and restoration of the 500,000 square foot historic Book Building and Tower, located at 1265 Washington Boulevard, and (2) the construction of Monroe Blocks, a multi-building, mixed-use development anticipated to be over 1 million square feet, located between Monroe Avenue and Bates Street (individually a “Project,” and collectively the “Projects”).

Under City of Detroit Ordinance No. 35-16 (“Ordinance”), codified in Chapter 14, Article XII of the Detroit City Code (“Code”), development projects that qualify as “Tier 1 Development Projects” are subject to certain community engagement procedures (the “CBO Process”). Because each 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, each Project qualifies as a ‘Tier 1 Project’ under the Ordinance and thus is subject to the CBO Process.

Since both Projects were under one CBO process, they were also both reviewed by one Neighborhood Advisory Council (“NAC”) to ascertain the community’s concerns related to the impact of the Project; and the ways by which the Developer plans to address those impacts. A Community Benefits Report regarding the Project was prepared and has been submitted in accordance with Section 14-12-3 of the Code. The Developer has agreed to address the concerns raised by the Neighborhood Advisory Council regarding the Projects’ anticipated impact on the community by entering into the “Community Benefits Provision for Tier I Development Project – Book Building and Tower & Monroe Blocks” attached as Exhibit A (the “Provision”).

We request that your Honorable Body approve the Provision, and authorize the Director of P&DD to execute the Provision in furtherance of the Projects.

Respectfully submitted,

Maurice D. Cox, Director  
Planning and Development Department

ENTERED NOV 20 2017

MORA TO NEW BUSINESS SB(20)



## RESOLUTION

By Council Member Leland

**NOW, THEREFORE, BE IT RESOLVED**, that in accordance with the foregoing communication, the "Community Benefits Provision for Tier 1 Development Project - Book Building and Tower & Monroe Blocks" attached as Exhibit A (the "Provision") is hereby approved, and be it further

**RESOLVED**, that the Director of the Planning and Development Department, or his or her designee, is authorized to execute the Provision; and be it further

**RESOLVED**, that the Provision will be considered confirmed when executed by the Director of the Planning and Development Department, or his or her designee and approved by the Corporation Counsel.

**Exhibit A**

**Community Benefits Provision for Tier 1 Development Project – Book Building and Tower & Monroe Blocks**

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

**(Book Building and Tower & Monroe Blocks)**

This Community Benefits Provision ("Provision") is entered into as of its Effective Date, as hereinafter defined, by and between the CITY OF DETROIT, a Michigan municipal corporation acting through its Planning and Development Department ("CITY"), and Bedrock Management Services LLC ("DEVELOPER") on behalf of itself and its Affiliates (as defined below). 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 (1) the complete rehabilitation and restoration of the 500,000 square foot historic Book Building and Tower, located at 1265 Washington Boulevard, and (2) the construction of Monroe Blocks, a multi-building, mixed-use development anticipated to be over 1 million square feet, located between Monroe Avenue and Bates Street (individually a "Project," and collectively the "Projects").

**Whereas**, under City of Detroit Ordinance No. 35-16 ("Ordinance"), codified in Chapter 14, Article XII of the Detroit City Code ("Code"), effective as of November 29, 2016, 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 development of a Project; and the best means of mitigating the concerns of the community pertaining directly to the development of a Project.

**Whereas**, because each 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, each Project qualifies as a 'Tier 1 Project' under the Ordinance and thus subject to the CBO Process.

**Whereas**, since both Projects are under one CBO process, they were also both reviewed by one Neighborhood Advisory Council ("NAC") and the CITY has prepared a single Community Benefits Report ("Report") regarding the Projects, all in accordance with Section 14-12-3 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 Projects' anticipated impact on the community, all of which are itemized in the Report. The DEVELOPER agrees to address those concerns by agreeing to the commitments set forth on Exhibit A.

**Section 2: Continued Community Engagement.** DEVELOPER has been actively engaging with the community for input and will continue to do so throughout the development of the Projects. The DEVELOPER acknowledges and understands that pursuant to Section 14-12-3(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 in connection with the development of the Projects 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: 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 5: 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, (collectively, "Claims") that may be imposed upon, incurred by, or asserted against the CITY or its departments, officers, employees, or agents by reason of any failure by the Developer to perform its obligations under this Provision, except where remedies or enforcement are provided by Applicable Law or a separate agreement referenced in this Provision, and excluding any Claims to the extent caused by the gross negligence or willful misconduct of the CITY or its departments, officers, employees or agents .

**Section 6: 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 7: 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 8: Community Reporting.** The Parties acknowledge and understand that pursuant to Section 14-12-3(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  
Coleman A. Young Municipal Center  
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 14-12-3(f) of the Code.

**Section 9: 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 14-12-3(f) of the Code.

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 10: 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 substantial completion (excluding any tenant buildouts) of the Projects or earlier termination by the Parties if so approved by the City Council.

**Section 11: Amendments.** No amendment to this Provision will have any force or effect against the City unless it is in writing, expressly makes 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 is approved by the City of Detroit Law Department.

**Section 12: Notices.** Notices, requests, notifications, and other communications (collectively, "Notices") related to this Provision by either Party will be given in writing, signed by an authorized representative of the Party, and personally delivered with receipt obtained, or mailed by registered or certified first-class mail, return receipt requested, addressed as follows:

If to CITY:

City of Detroit Planning & Development Department  
Coleman A. Young Municipal Center  
2 Woodward Avenue, Suite 808  
Detroit, MI 48226  
*Attention: Director*

With a copy to:

Corporation Counsel  
City of Detroit Law Department  
2 Woodward Avenue, Ste 500  
Detroit, MI 48226

If to DEVELOPER:

Bedrock Management Services LLC  
630 Woodward Avenue  
Detroit, MI 48226  
*Attention: James A. Ketai*

with a copy to:

Bedrock Management Services LLC  
630 Woodward Avenue  
Detroit, MI 48226  
*Attention: Howard N. Luckoff*

All Notices shall be deemed given when hand-delivered or, if mailed, on the day of mailing. Either Party may change its future address or point of contact for the receipt of Notices at any time by giving Notice thereof to the other Party in accordance with this Section.

**Section 13: 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 Projects 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. In the event DEVELOPER sells, assigns or transfers (whether by operation of law, foreclosure or otherwise) the Project to a non-Affiliate, DEVELOPER's successor shall be bound by all of the obligations hereunder that accrue on and after the date of such sale, assignment or transfer (excluding the obligations set forth as item 6 on Exhibit A), provided that DEVELOPER shall remain solely responsible for any breach of this Provision that occurs prior to the date of such sale, assignment or transfer. "Affiliate" means any entity that controls, is controlled by or under common control with DEVELOPER.
- C. **Force Majeure.** In the event of a 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 such delays; provided that the DEVELOPER must within thirty (30) days after the beginning of such 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 that 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. For the avoidance of doubt, any remedy for or enforcement of a breach of the obligations hereunder that relate to Applicable Law or a separate agreement referenced in this Provision shall be governed solely by such Applicable Laws or such separate agreement.
- E. **Severability.** In the event that 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: MAURICE COX

Its: DIRECTOR

Date: 11-13-2017

Bedrock Management Services LLC  
a Michigan limited liability company

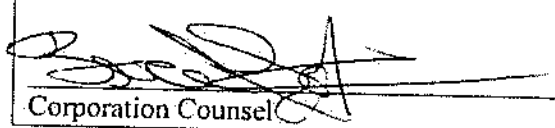
By: 

Name: JAMES A. KETAI

Its: MANAGER

Date: 11-13-2017

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

#### (Book Building and Tower, and Monroe Blocks Projects)

1. Developer will comply with the Affordable Housing Agreement that was approved by City Council in July, 2017.
2. Developer will comply with federal Fair Housing regulations and other applicable laws when offering housing to prospective tenants.
3. Developer will provide information on construction and related activity in connection with the development of the Projects to the City to mitigate the impact of construction on the downtown community and ensure information regarding construction and related activities is communicated to those impacted.
4. For CBO related meetings between Developer, City and/or NAC, Developer will work with the City to identify accessible and convenient space, including within Developer's properties.
5. Developer will comply with any City traffic ordinances that may impact access points to the Rosa Parks Transit Center, including access from Grand River Avenue, during construction of the Project.
6. Developer will cause the historical façade of the National Theater building to be restored, to the extent required under the Agreement to Purchase and Develop Land currently being negotiated between Developer's Affiliate, Rosko Development Company LLC, and the City of Detroit Downtown Development Authority, and subject to the terms and conditions contained therein.
7. During the term of this Provision, Developer agrees to comply with Executive Order 2014-5 and Executive Order 2016-1 (collectively, "Executive Orders") for each site; provided, however, the Developer shall not be required to comply with any of the Executive Orders which have been terminated and the obligation of the Developer to comply (or require compliance) with the Executive Orders shall be modified to the extent that the orders are amended or modified to provide less stringent requirements or a variance is obtained.

**ADOPTED AS FOLLOWS  
COUNCIL MEMBERS**

NIB  
#26

		YEAS	NAYS
Janee	AYERS	✓	
Scott	BENSON	✓	
Raquel	CASTANEDA-LOPEZ	✓	
*George	CUSHINGBERRY, JR.	✓	
Gabe	LELAND	✓	
Mary	SHEFFIELD	ABSENT	
Andre	SPIVEY	✓	
James	TATE	✓	
Brenda	PRESIDENT JONES	✓	
*PRESIDENT PRO TEM			
		8	0