



**Civil Rights, Inclusion
and Opportunity**

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To: Honorable Detroit City Council
Neighborhood Advisory Councils
From: Charity R. Dean, Esq., Director, Civil Rights, Inclusion and Opportunity
Date: February 20, 2020
Re: Community Benefits Ordinance Biannual Report for The MID

The Civil Rights, Inclusion, and Opportunity (CRIO) Department has been given the responsibility of monitoring the Community Benefits Ordinance. The report details the developer's compliance with each Community Benefits Provision (CBP) commitment.

The **MID** project currently has **0** of their commitments considered "**Off Track**."

Below, you will find a key to reference when reviewing "Status Update" and the total number of CBP commitments in each specific status.

Status Update	Explanation	Commitments
	On Track- Actions taken towards satisfying commitment	5
	Off Track- Commitment not fulfilled	0
	Not Started- No action taken	21
	Additional information requested	0
Completed	Commitment fulfilled	0
Total Commitments		26

If you have any questions, do not hesitate to contact my office at 313-224-4950

Respectfully,

Charity R. Dean, Esq.
Director
Civil Rights, Inclusion and Opportunity

Lawrence Garcia, Esq.
Corporation Counsel
City of Detroit Law Department

Cc: Arthur Jemison, Chief of Services and Infrastructure, City of Detroit





Biannual Community Benefits Provision (CBP) Reporting Outline






Project Name/Location: The MID/3750 Woodward






Agreement Approval Date: July 15, 2019






Developer Name/Address: Emery Matthews / 3750 Woodward Avenue





January 2020 Report



	Commitment	Findings	Status
1.	DEVELOPER will comply with the American with Disabilities Act.	Construction has not commenced however the project will be designed to comply with the American with Disabilities Act. Construction for this project is scheduled to begin 03/03/20 and is anticipated to be completed on 12/31/21.	
2.	Due to safety concerns, DEVELOPER will not use sidewalk scaffolding	The Developer is aware of the obligation and will comply upon commencement of construction. It shall be included in the work plan.	
3.	DEVELOPER will clearly mark all alternative paths around sidewalk closures.	The Developer is aware of the obligation and will comply upon commencement of construction. It shall be included in the work plan	
4.	DEVELOPER will work with MDOT or other appropriate governmental agencies to temporarily retime the pedestrian signal at Woodward and Parsons so that it gives pedestrians sufficient time to cross Woodward Avenue.	The Developer is aware of the obligation and will comply upon commencement of construction. It shall be included in the work plan	

	Commitment	Findings	Status
5.	DEVELOPER will limit construction hours to the period of 7am to 7pm.	The Developer is aware of the obligation and will comply upon commencement of construction. It shall be included in the work plan	
6.	Other than in cases of emergency, DEVELOPER will provide 48 hours advance notice to the public of any Saturday or Sunday work.	The Developer is aware of the obligation and will comply upon commencement of construction. It shall be included in the work plan. The Developer has brainstormed the following ways to communicate: Postings on the perimeter site fencing as well as possibly taking out ads in local newspapers and online.	
7.	DEVELOPER commits that work will rarely, if ever, be conducted on Sundays.	The Developer is aware of the obligation and will comply upon commencement of construction. It shall be included in the work plan	
8.	DEVELOPER will be responsible for any construction or demolition related damage for which it is liable.	The Developer is aware of the obligation and will comply upon commencement of construction. It shall be included in the work plan	
9.	DEVELOPER will work with the following five (5) neighboring properties: The Plaza Midtown, The Ellington, Bicentennial Tower, McLaughlin Hall and Max M. and Marjorie S. Fisher Music Center to contribute to their window cleaning expense. Assuming mutual agreement, DEVELOPER shall contribute up to \$18,000 for each of the identified neighboring properties (to be adjusted based on actual square footage).	The Developer is aware of the obligation and will comply upon commencement of construction. It shall be included in the work plan	

	Commitment	Findings	Status
10.	DEVELOPER will implement a pest control plan prior to the start of construction that will remain in place throughout construction.	The Developer is aware of this commitment and has intention to complete the pest control plan before March 3, 2020.	
11.	DEVELOPER will share such pest control plan with the NAC prior to construction start.	The Developer is aware of this commitment and has intention to share this information after the pest control plan is established.	
12.	DEVELOPER will direct all lighting inwards. DEVELOPER will utilize special purpose lenses and deflectors in order to minimize light pollution.	The Developer is aware of the obligation and will comply upon commencement of construction. It shall be included in the work plan	
13.	DEVELOPER will coordinate with the CITY to review and adjust the construction traffic and staging as necessary.	The Developer is aware of the obligation and will comply upon commencement of construction. It shall be included in the work plan	
14.	DEVELOPER will review the construction site logistics plan with the CITY prior to construction start.	The Developer is on progress of completing site logistic plans. Preliminary conversations began in 2019. Midtown Inc., the Developers, a representative from the Mayor's office and a representative from the Planning and Development Department reviewed construction logistics.	

	Commitment	Findings	Status
15.	DEVELOPER acknowledges that the Project plans do not require use of any parking spaces beyond those fronting the Project site.	The Developer is aware of the obligation and will comply upon commencement of construction. It shall be included in the work plan	
16.	DEVELOPER shall design and construct the valet area such that vehicle queuing will be positioned internal to the Project site.	This design feature has been included in the project design. Construction not started.	
17.	DEVELOPER will adhere to the Property plan presented to the CITY on 06-04-2019 with respect to valet queuing.	The Developer intends to adhere at the proper construction phase.	
18.	DEVELOPER will designate a minimum of 12,000 square feet of the available 80,000 square feet of retail space for local and small businesses.	The Develop intends to designate the committed square footage at the proper construction phase. Currently, not officially designated.	
19.	DEVELOPER will maintain its own list of potential retail tenants, however DEVELOPER will also request the NAC's assistance in soliciting and compiling retail tenant suggestions.	The Developer is aware of the obligation and will comply. It has been included in the project plan.	

	Commitment	Findings	Status
20.	DEVELOPER will adhere to design guidelines required by the CITY's Planning & Development Department and the City Planning Commission.	The site work and utility drawings as well as the foundation drawings have been completed and are in review with the City of Detroit, awaiting approval.	
21.	DEVELOPER will notify the Neighborhood Advisory Council of each site plan review submission.	The Civil Rights, Inclusion and Opportunity Department has reminded the Developer of this Commitment and has made arrangements with the general contractor to share this information with the NAC by the second week February.	
22.	DEVELOPER will see that the public space for the Project is well lit and has adequate seating.	The Developer is aware of the obligations and will comply. The commitment has been included in the project design.	
23.	DEVELOPER work with the CITY to create a pet relief area within the Project's public space to the north of the Project site. This will also address concerns regarding the pedestrian walkway.	<p>At the proper construction phase the developer intends to create a pet relief area.</p> <p>The location will <u>not</u> be within public space to the north. To the north is a public right of way. The Planning and Development Departments suggest is best that the developer provide it on their site for maintenance and ownership reasons.</p> <p>The pet relief area will still need to be within the Developer's public space.</p>	

	Commitment	Findings	Status
24.	DEVELOPER will consider use of historic street names.	The Developer has considered the use of historic street names. No decision has yet to be made.	
25.	DEVELOPER will work to deliver a Project design that is inspiring and welcoming. DEVELOPER will see that the Project has outstanding public spaces, including areas for dogs.	The Developer is aware of the obligation. It has been included in the project design.	
26.	DEVELOPER will see that a pet relief area includes a dedicated dog park with a lit and fenced in area. DEVELOPER will work with the CITY to create the dog park within the public space in the northwest quadrant of the Project site. This will also address concerns regarding the pedestrian walkway	At the proper construction phase the Develop intends to comply with the pet relief area to include a dog park with a lit and fenced in area.	