

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

adopted (passed) by the City Council at session of

APRIL 16 20 19

and approved by Mayor

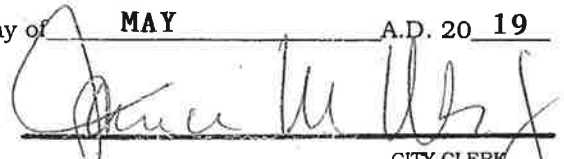
APRIL 17 20 19

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 6TH

day of MAY A.D. 20 19


CITY CLERK



CITY OF DETROIT
PLANNING AND DEVELOPMENT DEPARTMENT

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

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20
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April 03, 2019

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

**RE: Community Benefits Provision for Tier 1 Development Projects
Lafayette West – Ginosko Development Company**

Honorable City Council:

Ginosko Development Company ("Ginosko") is undertaking the development of a 5.2 acre site in the City of Detroit between Rivard Street and the Chrysler Service Drive just East of I-375 that includes: (1) a 114 unit 12-story high-rise, (2) a 200 unit urban lofts complex, (3) 60 units of mixed 3-story townhouses, carriage and stacked flats and (4) associated parking facilities and resident amenities (collectively the "Project").

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 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 Development Project under the Ordinance and thus is subject to the CBO Process.

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

We hereby request that your Honorable Body adopt the attached resolution that approves the Provision in furtherance of the Project.

Respectfully submitted,

Maurice Cox, Director
Planning and Development Department

cc: S. Washington (Mayor's Office)

ENTERED APR 11 2019

M.T.F. with recommendation to Approve

(SA) 3-0

CITY CLERK 2019 APR 9 PM 2:26

RESOLUTION

BY COUNCIL MEMBER:

Tate

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

RESOLVED, that the "Community Benefits Provision for Tier 1 Development Projects – Lafayette West" attached hereto as Exhibit A (the "Provision") is hereby approved, 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.

**ADOPTED AS FOLLOWS
COUNCIL MEMBERS**

#47

		YEAS	NAYS
Janee	AYERS	✓	
Scott	BENSON	✓	
Raquel	CASTANEDA-LOPEZ	✓	
Gabe	LELAND	✓	
Roy	MCCALISTER, JR.	✓	
*Mary	SHEFFIELD	✓	
Andre	SPIVEY	✓	
James	TATE	✓	
Brenda	PRESIDENT JONES	✓	
*PRESIDENT PRO TEM			
		9	0
WAIVER OF RECONSIDERATION (No. <u>13</u>)			
Per motions before adjournment.			

EXHIBIT A

COMMUNITY BENEFITS PROVISION
FOR
TIER 1 DEVELOPMENT PROJECTS

(Lafayette West)

[SEE ATTACHED]

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

(Lafayette West)

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 Ginosko Development Company (“DEVELOPER”), a Michigan corporation with an office at 41800 West Eleven Mile Road, Suite 209, Novi, MI 48375. 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 a 5.2 acre property between Rivard Street and the Chrysler Service Drive just East of I-375 that includes: (1) a 114 unit 12-story high-rise, (2) a 200 unit urban lofts complex, (3) 60 units of mixed 3-story townhouses, carriage and stacked flats and (4) associated parking facilities and resident amenities (collectively the “Project”).

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 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”) and the CITY has prepared a Community Benefits Report (“Report”) regarding the Project, 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 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 been actively engaging with 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 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 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 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
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 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 14-12-3(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 of the obligations hereunder, or earlier termination by the Parties if so 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 of their 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 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 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: Ginosko Development Company
41800 West Eleven Mile Road, Suite 209
Novi, MI 48375
Attention: Amin Irving

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.

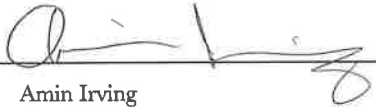
- B. **Assignment.** This Provision sets forth DEVELOPER's intended activities to address impacts on the community by the Project in accordance with the Ordinance. The DEVELOPER may not delegate or assign this Provision, or any portion thereof, either voluntarily or involuntarily, or by operation of 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 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.
- 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: _____
Its: _____
Date: _____

DEVELOPER: GINOSKO DEVELOPMENT COMPANY

By: 
Name: Amin Irving
Its: President & CEO
Date: April 2, 2019

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

(Lafayette West)

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

Impact 1.1

1. The standard construction schedule for the Project will be 7 a.m. – 5 p.m. on weekdays, with Saturdays only being worked as necessary. These work hours include the waste haulers emptying construction dumpsters.
2. DEVELOPER will comply with all local ordinances related to the Project.
3. DEVELOPER will provide at least 48 hour notice through the following sources for any work to be conducted on a Saturday ("Communication Sources"):
 - a. a public website provided by DEVELOPER for the Project;
 - b. direct communication with the management agents for the Mies Co-Ops and The Pavilion and any other Lafayette Park building that supplies a management contact; and
 - c. an email list-serv which will be made functional by the DEVELOPER and includes all email addresses provided by the NAC and the CITY for such email list-serv.
4. DEVELOPER does **not** guarantee that all major noise-making activities will occur after 9 a.m., but DEVLEOPER will work with its construction partners to limit as much noise-making activities at the Project as possible after 9 am.
5. DEVELOPER does not anticipate having work occur at the Project site during Sunday hours, however a 48 hour notice will be given by DEVELOPER through the Communication Sources for unique activities or unscheduled work as needed during Sunday hours.
6. DEVELOPER will not perform any disruptive/loud work on Sunday. Should work on Sunday become necessary, it will be restricted to low decibel activities.
7. DEVLEOPER will not perform any construction work on Sundays when any scheduled Detroit Lions football game occurs.
8. If Saturday work hours are necessary, DEVELOPER commits to a maximum of 2 Saturday's per month.

Impacts 1.2 & 1.3

1. DEVELOPER shall donate a total not to exceed of \$15,000 for tangible, visible improvements to Lafayette Plaisance Park and/or Chrysler Elementary School. Such donation will be coordinated between the DEVELOPER, the NAC and the intended receiving entity.
2. Per the NAC's recommendation, DEVELOPER will provide and install a placard or other acknowledgement at the place that the above referenced donated improvements are made recognizing DEVELOPER's contribution.

Impact 2

1. DEVELOPER will ensure that the Project is built with a minimum of:
 - a. 1 car per dwelling parking ratio per rental unit, which are largely smaller studio and 1 bedroom units.
 - b. 1.5 cars per dwelling parking ratio per townhome.
 - c. Additional parking for visitors (6% of rental units, 4 spaces for prospective renters, and 6 spaces for Lafayette West employees, as well as spaces for the proposed coffee/co-working area per zoning requirements).
 - d. No parking ratios will rely on the on-street parking along Rivard or the Chrysler Service Drive.
 - e. Strive to meet an overall parking ratio greater than 1.25 cars per dwelling unit.
 - f. DEVELOPER understands the concerns of crowded on-street parking nearby Lafayette West and that the CITY is currently working on updates to simplify the permitted parking ordinance. The CITY will be engaging with residents to garner further input on updates to the ordinance; specifically with those neighborhoods, such as Lafayette Park, where permitted parking has been a request. DEVELOPER will ensure that the Project complies with any such updates to the ordinance.
 - g. DEVELOPER will support any petition related to designating the block faces along Rivard and the Chrysler Service Drive to be designated as a Residential Permit Parking Area.
 - h. DEVELOPER will enforce parking along the planned Nicolet and Lafayette Plaisance private streets within the Project.
 - i. Since the Project is located within a half mile radius of high frequency transit corridors according to Sec. 61-14-24 of the Detroit Zoning Ordinance and is within certain bus

routes, the Project qualifies for a 0.75:1 parking ratio for the multi-family rental dwellings to be constructed at the Project. To the extent that the total Project budget is increased by \$2 Million over the initial estimated Project budget of \$111.8 Million and as a last resort in mitigating construction costs, DEVELOPER may lower the above referenced parking ratios to accommodate Project feasibility, so long as DEVELOPER is compliant with the law and documentation to the NAC evidencing the construction costs increases and other attempts to defray those costs have been attempted by DEVELOPER. Notwithstanding anything to contrary contained herein, the parking ratio for the Project shall not fall below 0.75 cars per dwelling unit for the entire Project.

Impact 3

1. DEVELOPER will not, at any time, cause the total closure of Rivard unless such a closure is required for utility connections related to the Project. In the event a total lane closure of Rivard is necessary, DEVELOPER will do everything possible to minimize any potential disruptions, including scheduling and paying for overtime work.
2. DEVELOPER may request temporary and/or partial lane closures of Rivard and/or the Chrysler Service Drive from time to time to address curb cuts, tie-ins and ancillary work parallel to such rights-of-way.
3. All traffic disruptions directly caused by the Project will be communicated by DEVELOPER through the Communication Sources in advance or as early as a known by DEVELOPER.
4. All appropriate signage, barricades and safety measures for all traffic disruptions directly caused by the Project will be implemented by DEVELOPER according to Applicable Laws.
5. All lane closures required for the Project must be included in a Traffic Management Plan that is approved by the CITY's Traffic and Engineering staff prior to any such lane closures occurring.

Impacts 4.1 and 4.2

1. DEVELOPER will ensure that its contractors, subcontractors, suppliers and professionals carry all appropriate general and/or professional liability insurance for any and all activities related to the Project.
2. DEVELOPER and its affiliates that are associated with the Project, including Lafayette Class A Partners, LLC, will be named as additional insureds on all professional liability insurance policies of contractors, subcontractors, suppliers and professionals working on the Project.

3. For informational purposes only, DEVELOPER shall provide a copy to the NAC through the Communication Sources of the insurance certificates and riders for all insurance that is required by this Section of the Provision. If deemed necessary by the NAC, the NAC may also forward such documents to the Mies Cooperative's attorney for informational review.
4. DEVLEOPER will ensure all required insurance remains active through the entire demolition and construction periods of the Project.
5. Any claims made against any such insurance will follow the evaluation process carried out by the insurer's claims departments.

Impact 4.3

1. For properties located within the Project's Impact Area (as defined in the CBO Report) that desire to participate, DEVELOPER will pay for up to 50% of the costs for two (2) regularly scheduled window cleanings (one following demolition and one after construction completion), conditioned upon the following:
 - a. a participant must provide the DEVLEOPER with written confirmation of the frequency of current window cleanings at participant's property over the year prior.
 - b. a participant must provide the DEVELOPER with actual invoices from prior window cleanings over the year prior so that DEVELOPER may confirm the costs associated with the window cleanings of the respective participant's property.

Impact 5

1. DEVELOPER shall cause any and all hazardous materials identified at the Project site, from prior reports or otherwise, to be safely and properly removed from the Project site by qualified, licensed and insured contractors practicing under the standard of care required of environmental professionals in the State of Michigan.
2. Given past asbestos abatement and the planned activities, risk to adjoining and nearby residents for exposure to asbestos and hazardous materials will be mitigated by DEVELOPER before demolition.
3. DEVELOPER will post any and all environmental and demolition related reports to the Communication Sources and provide separate copies to the NAC.
4. DEVELOPER will hire AKT Peerless to provide oversight for all Project related demolition activities to ensure compliance with all environmental regulations and Applicable Laws. Such oversight and all inspections made by AKT Peerless will be made in addition to and regardless of any inspections required by the CITY and Applicable Laws.
5. DEVELOPER will develop a fugitive dust control plan in alignment with current environmental safety regulations and Applicable Laws for demolition and implement

perimeter air monitoring for lead and cadmium dust. Such fugitive dust control plan, which includes dust suppression, should be outlined in writing by the DEVELOPER and submitted to the NAC for information purposes only. Such fugitive dust control plan shall require that a particulate matter monitor be used and demolition stopped if elevated particulate matter is detected during extreme wind or weather events. All demolition related activities for the Project will proceed in accordance with NESHAP. All demo contractors working on the Project will use wetting to suppress dust in accordance with Applicable Laws.

6. Due to that portion of the Project formerly referred to as Shapero Hall, its former use as a pharmacy teaching facility and the verified building and soil contamination mentioned given in DEVELOPER's Brownfield TIF application, DEVELOPER shall adhere to the following special pre-demolition notification(s) regarding any removal of hazardous materials, information regarding the best methods to mitigate exposure to hazardous substances and other important pre-demolition information for residents:
 - a. DEVELOPER shall document and post on the Communication Sources the specific date/time of all demolition activity for the Project;
 - b. DEVELOPER shall post the fugitive dust control plan on the Communication Sources.
7. Environmental conditions and the results of environmental monitoring associated with this Impact 5 will be communicated by DEVELOPER thru the Communication Sources, as well as through a direct mailer from DEVELOPER to all addresses provided by the CITY that were used to notify the Lafayette Park residents of the CBO Process. For clarification, if someone stops working on the Project as a result of an environmental health concern, everyone in the Impact Area shall be directly notified by DEVELOPER.
8. DEVELOPER acknowledges that the NAC believes that:
 - a. The risk the demolition activity presents potential adverse effects to the public health due to lead-contaminated dust and asbestos.
 - b. Children and seniors are particularly vulnerable to the above potential adverse effects.
 - c. Measures residents can take to mitigate their exposure to harmful contaminants associated with the demolition include: (1) making sure their windows and doors are closed during and immediately after demolition and (2) making sure children are inside or are temporarily relocated to a hotel or family member's house.

Impact 6

1. In order to ensure the health and safety of the surrounding neighborhood, DEVELOPER will complete a full pest and vermin control mitigation program of the Project site prior to demolition using the most updated industry standards. DEVELOPER shall cause rodent

and vermin mitigation to be conducted during the mobilization, demolition, construction and demobilization periods of the Project.

2. DEVELOPER shall provide a communication hotline that can be used by residents to report any vermin or rodent activity in the Project and/or Impact Area. Such activity will be addressed expeditiously by DEVELOPER.
3. DEVELOPER will monitor and ensure that all required sanitation control methods are employed at the Project work site during all phases of the Project.

Impact 7

1. DEVELOPER will provide proper temporary fencing at the Project that provides both flexibility and security for the construction activities occurring at the Project.
2. DEVELOPER will continuously monitor the development fencing for intrusions and forcible entry and repair any such areas as soon as possible to prevent trespassing and occupancy of the Project site or vacant buildings therein by trespassers.
3. DEVELOPER will consider providing barricades at standard entrances of the Project to prevent cross-traffic or event parking on site.
4. DEVELOPER will work diligently to demolish the buildings at the Project site by the end of 2018.
5. DEVELOPER will provide security at the Project site. DEVELOPER has hired Signal 88 Security to provide such security, including overnight roving patrols.
6. DEVELOPER will work with Signal 88 and/or another qualified security team to implement a construction-period security program. This may include the use of perimeter barricades, monitored cameras, sensor technology, and/or roving security patrols.
7. DEVELOPER will work with its management agent, Village Green, to develop a post-construction security program using the most efficient and effective security measures.
8. Prior to the start of construction of the Project and provided all City permits have been secured and that all laws are followed, DEVELOPER may have event parking and tailgate parking at the Project site for events conditioned upon the following:
 - a. debris and trash will be removed by DEVELOPER immediately following the event;
 - b. the perimeter will be secured by closing/locking gates following the event;
 - c. all profits from event parking will be donated by DEVELOPER to the Horatio Williams Foundation.

Impact 8

1. DEVELOPER will provide lighting at the Project sufficient to maintain safely lit pedestrian and vehicular areas at night.
2. DEVELOPER shall provide that all lighting at the Project be carefully considered and shielded as necessary to: (1) reduce glare, light trespass into neighbors' homes and beyond property lines and (2) reduce light pollution in the night sky. DEVELOPER will use best efforts to ensure that such lighting is Dark Sky Compliant.
3. DEVELOPER will maintain light levels that are appropriate to a typical residential neighborhood to ensure comfort and safety at night for all.

Impact 9

1. DEVELOPER will provide and install rodent-resistant trash cans along Rivard as soon as possible and maintain the through the construction period of the Project.
2. DEVELOPER will incorporate rodent-resistant trash cans into our landscape and streetscape improvement plans for the Project.
3. DEVELOPER will maintain acceptable and appropriate sanitary standards related to controlling and disposing of trash, garbage and recyclables at the Project.
4. The protruding weeds between the broken asphalt in the large parking lot area of the Project have created an unsightly field of weeds. This is an open invitation to car lot parkers or anyone else who gains access to the site, to dump additional trash or garbage. In order to maintain a clean pre-construction lot, DEVELOPER will schedule one weed trimming to ground level by mid-October 2018 and a second before demolition some time in 2019, if necessary. Additional weed control measures will be provided by DEVELOPER in the event that demolition and/or construction continues past the Spring of 2019.
5. In order to help control dust and debris during all phases of the Project and as a safety measure and courtesy to/for the surrounding neighborhood, downtown drivers, cyclists and pedestrians, DEVELOPER will install a securely tied down, typical construction-type cover over the fencing at the Project.
6. To the extent that waste and debris can be recycled and such recycling is not otherwise cost prohibitive, DEVELOPER will make best efforts to recycle construction waste and debris, including recycling of the materials from the demolished building.

Impact 10

1. During the CBO Process, the Project was presented by the DEVELOPER to the NAC and the community with specific design standards, including certain specific design and

architecture models. DEVELOPER shall adhere to and uphold such design standards in the construction of the Project. Should the site design, layout or design standards that were presented by DEVELOPER during the CBO Process need to materially and/or substantially change, such changes shall not be made until and unless they are approved by the CITY's Planning & Development Department.

2. Such design standards referenced above include, but are not limited to, the following specific Project site elements:
 - a. DEVELOPER will **not** include any interior ground level parking visible from the street. Any parking spaces that are at the ground level should have a residential/retail liner at the street front;
 - b. Neighborhood amenities;
 - c. Architectural style compliments the historic neighborhood of Lafayette Park and maintains a balance of different architectural styles within the Project;
 - d. Materials stay consistent with proposed design intent;
 - e. Maintain the urban streetscape while also providing complementary landscaping to the adjacent properties in Lafayette Park.

###

EXHIBIT B

LAFAYETTE WEST
COMMUNITY BENEFITS AGREEMENT REPORT

[SEE ATTACHED]



Image provided by Ginosko Development Company

LAFAYETTE WEST

Community Benefits Agreement Report

City of Detroit Planning & Development Department
Maurice Cox, Director of Planning and Development



Image provided by Ginosko Development Company



Image provided by Ginosko Development Company



LAFAYETTE WEST

Community Benefits Agreement Report

**City of Detroit Planning & Development Department
Maurice Cox, Director Of Planning and Development**

October 22, 2018

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SECTION A.

INTRODUCTION

SECTION A. INTRODUCTION

Ginosko Development Company's (Ginosko) Community Benefits process was triggered by the development of Lafayette West. Lafayette West is a proposed master-planned 5.2 acre community integrated into Lafayette Park. The project is located between Rivard Street and The Chrysler Service Drive just East of I-375. Ginosko is anticipated to create 3 modern-living alternatives, high-rise, lofts, and townhomes; including rental and ownership options all located within walking distance to the Central Business District and neighborhood shopping.

The project is composed of:

1. The High-Rise

- 114 luxury rental residences in a 12-story high-rise with units ranging from 600-1,100 SF; with attached enclosed parking.

2. The Lofts

- 200 urban rental lofts with units ranging from 450-900 SF; with enclosed parking.

3. The Townhomes

- 60 3-story custom built for-sale townhouses, carriage houses, and stacked flats with attached garages.

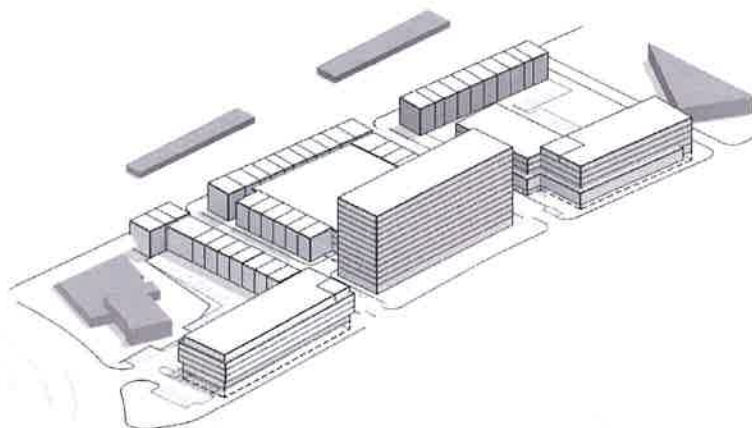
4. Parking

- 490 cars (90% enclosed); including ample guest parking.

5. Amenities

- Market leading amenity offering to assure long-term competitiveness and resident value proposition.

The following [link](#) will direct you to the developer's presentations throughout the process, and provide more extensive project information. Use the tab on the right side of the page that reads **Past CBO Engagement**, click on **Lafayette West**, then scroll to the **Resources** section.



SECTION B.
NOTICE OF PUBLIC MEETING
& IMPACT AREA

SECTION B.

NOTICE OF PUBLIC MEETING & IMPACT AREA

The Impact Area, determined by the Planning & Development Department, is defined by I-375 on the West, Gratiot Avenue on the North, The Dequindre Cut Greenway on the East, and E. Lafayette Street on the South. This boundary is also defined by Census Tract 5170. Approximately 70 residents were recorded as attending the first meeting.

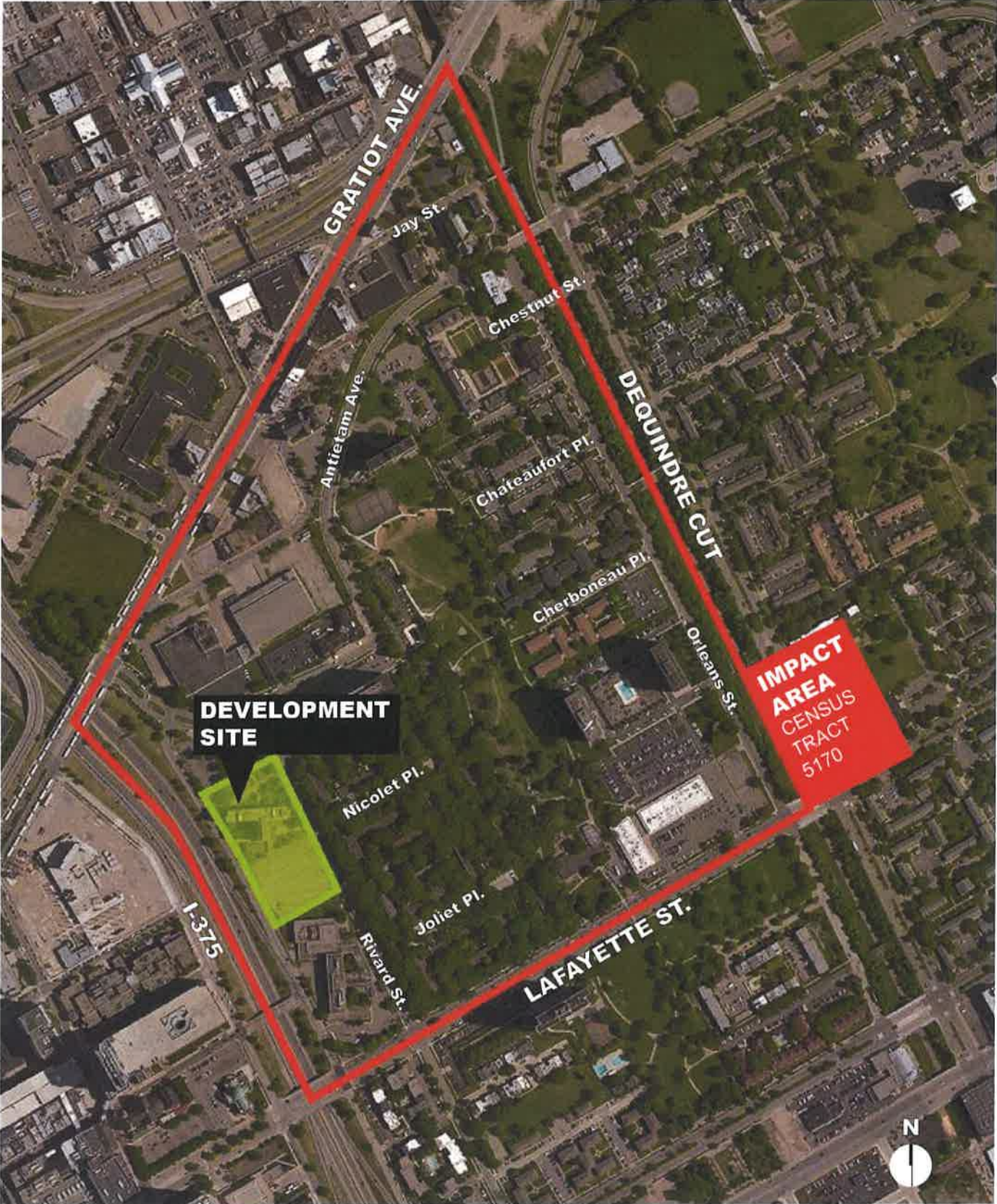
Public Notice of the meeting (as required by law) was mailed out to neighbors by the City Clerk's office by June 18, 2018, via information packet containing a legal meeting notice, impact area map, and a meeting flyer developed by the Planning & Development Department. The notice was mailed to approximately 1,900 residents. See Appendix 02 for the letter and flier that was sent to impact area residents.

Additionally, The Planning and Development Department (PDD) launched a section on the Lafayette West CBO on PDD's CBO website, displaying updated meeting dates and CBO meeting presentations for every meeting held. Please follow the link below to download the presentations for each meeting. Once on the webpage use the tab on the right side of the page that reads **Past CBO Engagement**, click on **Lafayette West**, then scroll to the **Resources** section.

The link is as follows:

<http://www.detroitmi.gov/cbo>

IMPACT AREA



SECTION C.
NEIGHBORHOOD ADVISORY
COUNCIL (NAC) / DEVELOPER /
CITY OFFICIALS

SECTION C.
NEIGHBORHOOD ADVISORY COUNCIL / DEVELOPER / CITY OFFICIALS

Neighborhood Advisory Council (NAC):

NAME	ELECTED/APPOINTED	DATE
Patrice McKinnon	Elected by Impact Area Residents	July 10, 2018
Matt Morin	Elected by Impact Area Residents	July 10, 2018
Margaretta Venson	Appointed by Council President Brenda Jones	July 11, 2018
Daniel Carmody	Appointed by At-Large CM Janee Ayres	July 10, 2018
Andrea Pride	Appointed by CM Mary Sheffield	July 11, 2018
Julia Schlau	Appointed by Planning & Development	July 12, 2018
Bryan Boyer	Appointed by Planning & Development	July 12, 2018
Kumar Raj	Appointed by Planning & Development	July 12, 2018
Jonathan Toney	Appointed by Planning & Development	July 12, 2018

Development Team:

Ginosko Development Company:

Amin Irving, President & CEO

Nathan Keup, VP of Development

City of Detroit Officials:

Planning: Maurice D. Cox, Janet Attarian, Julio Cedano

Jobs and Economy Team: Matthew Walters

Department of Neighborhoods: Vince Keenan

Legislative Policy Division Representative: Jamie Murphy

City Council: Council President Brenda Jones, At-Large Council Member Janee Ayres, District 5 Council Member Mary Sheffield

SECTION D.
PROJECT IMPACTS /
LAFAYETTE WEST NAC
IMPACT REPORT

The following document was presented by the NAC to the developer and the public at the fourth Lafayette West CBO meeting at The Horatio Williams Foundation, 1010 Antietam Avenue on August 9th, 2018 at 5:30 PM.

LWNAC Impact Report

Updated: 8/7/2018

Please Note: This is a working document that is being presented for discussion purposes only. It will continue to be edited throughout the CBO process.

Impacts and Requested Actions

Impact	Requested Action
City ordinance work hours are from 7:00 am to 10:00 pm. This will cause major disruptions to current residents' quality of life.	<ol style="list-style-type: none"><li data-bbox="820 852 1307 1228">1. Developer will sign a legally binding agreement with the P&DD to restrict construction working hours between 7:00 am - 6:00 pm on weekdays. Major noise-making activities (jack hammering, wrecking ball, drilling, etc.) should not commence until 9:00 am on any day. If required, a maximum of two Saturdays can be worked per month and 48 hours public notice will be provided for Saturday work. No Sunday work is permitted.<li data-bbox="820 1234 1331 1367">2. Park benches and a designated picnic area to be added in Lafayette Park. Developer will work with NAC to finalize details regarding types and quantities of all fixtures.<li data-bbox="820 1373 1307 1474">3. Additional trees to be planted in Lafayette Park with guidance and feedback from The Greening of Detroit.

<p>Parking resources for existing residents will be highly strained with the addition of so many new residents, especially considering the parking deficiency (over 100 parking spots based on City ordinance) designed into the current plan and the other new developments in this area that were not considered in the developer's parking studies. The NAC is concerned about the lack of parking for LW employees, residents' guests, etc.</p>	<ol style="list-style-type: none"> 1. City to simplify the residential parking permit ordinance process to install a residential parking designation on Joliet Place and Nicolet Place (and potentially other nearby streets like Cherboneau Place and Chateaufort Place) for residents on the included streets only. Permit fees will be waived or paid by the developer. This program will last in perpetuity (The NAC acknowledges that the developer does not have control over City ordinances, but requests that the developer intercede with the City on behalf of the NAC). <p style="text-align: center;">or</p> 2. Developer to comply with City zoning ordinance with regard to required parking, and include employee and guest parking.
<p>Complete street closures on Rivard, particularly given the nature of local streets having only one means of egress, will be a major inconvenience and safety issue for residents.</p>	<p>Developer will sign a legally binding agreement with the P&DD agreeing to not close Rivard completely at any time.</p>
<p>Demolition and construction will create major nuisances to local residents in the form of dust and potential damages to property.</p>	<ol style="list-style-type: none"> 1. Developer will accept liability for any damages to property caused by either construction or demolition. 2. All impacted organizations will be added as named insureds to the developer's insurance policy. 3. Developer will perform two additional window cleanings for Lafayette Pavilion and the four Mies co-ops. One will be completed after demolition and one after construction is complete.

<p>Abatement and demolition present the possibility of exposing residents to hazardous materials like asbestos, lead, etc. Particularly given the number of children and seniors in the neighborhood, this is a major concern. See these reference documents:</p> <p>https://www.freep.com/story/news/local/michigan/2018/02/20/asbestos-legislation-michigan/351124002/</p> <p>https://www.google.com/amp/s/amp.detroitnews.com/amp/33113765</p>	<p>Developer will sign a legally binding agreement with the P&DD agreeing:</p> <ol style="list-style-type: none"> 1. To development and implementation of a lead dust management plan that includes: pre-demolition notice to nearby residents; description of fugitive dust control measures during demolition activity; description of post-demolition dust mitigation measures. Also this will include an inspection requirement during demolition activity by someone from the City of Detroit. 2. To comply with federal, state, and city asbestos demolition regulations. 3. To provide any hazardous material/environmental surveys and abatement reports to the NAC prior to demolition.
<p>Rodents, roaches and other pests are likely living in the current building. Demolition will force them to relocate, impacting the neighborhood.</p>	<p>Developer will sign a legally binding agreement with the P&DD agreeing to immediately implement a pest control program to mitigate this. The program should be in place until completion of construction. The NAC should be notified of the company hired.</p>
<p>Historically, the site has not been properly secured. This has resulted in petty crime, vagrancy, trespass, and even arson.</p>	<p>Developer will sign a legally binding agreement with the P&DD agreeing to:</p> <ol style="list-style-type: none"> 1. Install and maintain contiguous security fencing (current fencing is insufficient) around the vacant building immediately. 2. Board up any broken windows and maintain this practice through demolition. 3. Maintain a daily security presence to monitor and protect the site starting immediately through the end of construction. 4. Maintain security for the property post construction as well.
<p>Housing units along Rivard may be exposed to light spillage from LW fixtures, which could create a nuisance.</p>	<p>Developer will provide detailed lighting plans to the NAC, when available, and accept public feedback. Additionally, developer will ensure that lighting on</p>

	the LW development is shielded appropriately so that no light spills beyond the property line or produces glare that is visible from adjacent properties.
Trash has historically been a significant problem along Rivard due to tailgating, bus stops, and general foot traffic. This will likely increase with the addition of this new development.	Developer will commit to installing and maintaining multiple permanent, rodent resistant trash cans of a similar quality and nature to the ones maintained by adjacent Lafayette Park properties.

*Remaining Questions/Comments

- What are the details of the tax credits and abatements that are being leveraged in this project?
- We understand that the Eastern Market Mixed Use Development project is utilizing green roofs. Is this something that Ginosko will consider?
- The NAC is concerned that the plan of the building may continue to change after the NAC period has closed. For example we have been told that the four floors of amenities might be reallocated and that there are 4 mid-rise concepts still under development. How can this concern be addressed?
- The developer has stated that there is asbestos and other hazardous materials that must be removed before demolition, can we get a list of what the other hazardous materials are, the level of toxicity, and the proper process for safe removal that will be implemented?
- The renderings showing ground floor homes include wall-like divisions between units. This is counter to the spirit of Lafayette Park, which emphasizes openness and shared spaces, we invite you to reconsider this decision. Visual barriers could be detrimental to maintaining the look and feel of the Lafayette neighborhood, possibly the development could take a note from the current landscaping within the Mies townhomes.
- Regarding the LW sidewalk drawings and layout, it appears that the sidewalk layout bordering the project streets seems to be entirely focused on circulation for the development and not pedestrian circulation through their complex from any of the surrounding communities and eventually across the new boulevard. Anyone walking to downtown from the neighborhoods on the east, would prefer to continue through their property on the street that is basically an extension of the neighboring community. Is there an intent for the design to allow for that, particularly if a retail coffee outlet is being contemplated?
- The various project drawings seem a bit ambiguous regarding sidewalks going all the way through the development and they don't appear to show a north/south sidewalk next

to the service drive in the section with the high rise tower. Can you clarify and redefine the sidewalk layout?

- What is being proposing for the sidewalk widths? 6' should be the absolute minimum, but with a strong focus on creating a walkable community, it would be better if it were 8' or wider. Concern about the width of the sidewalks along the Rivard condo's and the distance between the condo front steps, their Rivard sidewalks and whether there will still be a grass berm before the street, especially since the landscape design of the units across Rivard, have a berm, landscape shrubbery and a lawn buffer.
- Has there been a landscape architect chosen? Is so, who and will there be any coordination with the surrounding community?
- What kind of visible outdoor signage is envisioned in and around the LW project, especially the tower building?
- Has your design team taken into consideration any noise abatement or environmental concerns as a result of the new boulevard?
- Is there any update of the sale of the Woodward Academy site?
- How do you plan to manage a property that contains both rental and private units? If you own your unit do you get first rights to the grill? Will there be a board of directors for the condos, with by-laws? Who deals with those who do not separate their trash?
- Can the the developer clarify whether the parking at LW will be paid or not, since we know paid parking will have an even greater negative impact on the neighborhood local street parking situation? Did his study include the parking overflow from the Gratiot/Russell development?
- Can we, at the August 9, 2018 meeting, agree upon a workable and time-sensitive, two-way communication method with the developer regarding development/project announcements and neighborhood issues that arise at the LW site?

* Potential Alternate Name Suggestions

A local resident expressed a concern about the name Lafayette West because it will create confusion since West Lafayette street is on the other side of Woodward. NAC members suggested the following alternatives, but they are also open to other names as well:

- Rivard Place
- Lafayette Place
- Lafayette North

* *Remaning Questions/Comments and Potential Alternate Name Suggestions* are not part of the original 9 list of Impacts and Request made by the NAC. These were presented by the NAC in order to give further feedback on the project and gain further input from the developer on questions that were not fully answered in previous meetings.

SECTION E.
APPROVED COMMUNITY
BENEFITS AGREEMENT/
DEVELOPERS RESPONSE

Lafayette West Community Benefits Agreement: LWNAC Impact Report

October 03, 2018

NAC Impact Request	NAC Impact Request - Lafayette West Response
<p>Impact 1.1 Developer will sign a legally binding agreement with the P&DD to restrict construction working hours between 7:00 am - 6:00 pm on weekdays. Major noise-making activities (jack hammering, wrecking ball, drilling, etc.) should not commence until 9:00 am on any day. If required, a maximum of two Saturdays can be worked per month and 48 hours public notice will be provided for Saturday work. No Sunday work is permitted.</p>	<ul style="list-style-type: none"> • The standard construction schedule is currently 7 a.m. – 5 p.m. on weekdays, with Saturdays only being worked as necessary. These work hours include the waste haulers emptying construction dumpsters. <ul style="list-style-type: none"> ◦ We will comply with all local ordinances related to the project. ◦ We will provide at least 48 hours' notice for any work to be conducted on a Saturday. ◦ Notices will be provided through the approved communication methods including, <ol style="list-style-type: none"> 1. A project website, 2. Direct communication with the management agents for the Mies Co-Ops and The Pavilion and any other Lafayette Park building that supplies a management contact, and 3. A list-serv email which will be made functional by 10/31/18. ◦ We cannot guarantee all major noise-making activities will occur after 9 a.m., but we will work with our construction partners to limit as much of this activity as possible to the recommended hours. ◦ As of now, no Sunday hours are being considered, and a 48 hour notice will be given through the previously outlined communication channels of unique activities or unscheduled work as needed ◦ Ginosko will not perform any disruptive/loud work on Sunday. Should working on Sunday become necessary, it will be restricted to low decibel activities. ◦ We will not perform any construction work on Sundays when any scheduled Lions football game occurs. ◦ If Saturday work hours are necessary, we will commit to only a maximum of 2 Saturday's per month.
<p>Impact 1.2 & 1.3: Park benches and a designated picnic area to be added in Lafayette Park. Developer will work with NAC to finalize details regarding types and quantities of all fixtures. Additional trees to be planted in Lafayette Park with guidance and feedback from The Greening of Detroit.</p>	<ul style="list-style-type: none"> • We will commit to \$15,000 for tangible, visible improvements to Lafayette Plaisance Park and/or Chrysler Elementary School. The donated gift will be coordinated between Ginosko, the NAC and the receiving entity by the end of the 2018 calendar year. • Per the NAC's recommendation, we would like to have a placard or other acknowledgement put into place recognizing Ginosko Development Company's contribution.
<p>Impact 2: Parking resources for existing residents will be highly strained with the addition of so many new residents, especially considering the parking deficiency (over 100 parking spots based on City ordinance) designed into the current plan and the other new developments in this area that were not considered in the developer's parking studies. The NAC is concerned about the lack of parking for LW employees, residents' guests, etc.</p>	<ul style="list-style-type: none"> • We will ensure that our project is built with a minimum of: <ul style="list-style-type: none"> ◦ 1 car per dwelling ratio for rental units, which are largely smaller studio and 1 bedroom units. ◦ 1.5 cars per dwelling for the townhomes. ◦ Additional parking for visitors (6% of rental units, 4 spaces for prospective renters, and 6 spaces for Lafayette West employees, as well as spaces for the proposed coffee/co- working area per zoning requirements). ◦ No parking ratios will rely on the on-street parking along Rivard or the Chrysler Service Drive. ◦ The above commitments strive to meet an overall parking ratio greater than 1.25 cars per dwelling unit when including parking along Rivard and the Chrysler Service Drive. ◦ For concerns of crowded on-street parking nearby Lafayette West, the City of Detroit is currently working on updates to simplify the permitted parking ordinance. The City Planning Commission along with the Municipal Parking Department will be engaging with residents to garner further input on updates to the ordinance; specifically with those neighborhoods, such as Lafayette Park, where permitted parking has been a request. ◦ We will commit to signing a petition for the block faces along Rivard and the Chrysler Service Drive to be designated as a Residential Permit

Parking Area as soon as possible after the proposed ordinance is adopted.

- We will enforce parking along the planned Nicolet and Lafayette Plaisance private streets within the Lafayette West development.
- Since Lafayette West is located within a half mile radius of high frequency transit corridors according to Sec. 61-14-24 of the City Ordinance (see attached section of the ordinance), and is within the bus routes on the Map (see attached PDF), the project actually qualifies for a 0.75:1 parking ratio for the multi-family rental dwellings only. To the extent that the Total Development Budget is increased over \$2 Million, as a last resort in mitigating construction costs, the Developer may lower the parking ratio to accommodate project feasibility, so long as documentation to the NAC evidencing the construction costs increases and other attempts to defray those costs have been attempted by the Developer. In no uncertain circumstances will the parking fall below 0.75:1.

What is the exact number of parking spaces required for this redevelopment project per the city's Zoning Ordinance based on the revised site plan changes?

Per **Section 61-14-24 (Pg588)** of the Zoning Ordinance. Since the development is **within 0.50 Miles of a high frequency Transit Corridor** (Gratiot Ave, and Lafayette Street are considered high frequency transit corridors. See attached map for location of high frequency transit corridors.) This development qualifies for **0.75 spaces per dwelling unit for Multi-Family Dwellings**. This includes the two mid-rise apartments and the 12 story high-rise building.

Per the same section of the Zoning Ordinance. **Townhouses are 1.5 spaces per Dwelling Unit.**

Per the parking ratios required by the zoning ordinance **the total number of parking spaces required is three-hundred and eight (308)**

Visitor parking (20 parking spaces being provided by Ginosko), prospect resident parking (4 parking spaces being provided by Ginosko) and employee parking (6 parking spaces being provided by Ginosko) are not requirements for a residential development per the zoning ordinance. These additional parking requirements are being asked by the NAC for the developer to meet. The NACs request for these additional parking spaces is adding 30 parking spaces to the development of which the developer is looking to provide per the NAC's impact request.

Per section 61-14-71 The amenity (coffee shop) space which is 800 sqft or less requires 1.0 parking space per 200 sqft of gross floor area. Only requiring 4 parking spaces. Please be aware that this square footage may be slightly lower or slightly higher since floor plan details are still being worked out by the developer and his team.

What is the actual Parking Deficiency based on the revised site plan changes?

If the developer were to use the legal required parking ratio of **0.75 spaces per dwelling unit for multi-family dwellings and 1.5 spaces per townhouse**, the total required parking would be **308 parking spaces. With the amenity space this is 312 spaces. In adding parking for visitors, prospect residents, and employees, parking increases to 342 spaces.** There is no parking deficiency if these ratios are used because they will be meeting the 308 parking space requirement for residential and 4 spaces for the amenity space. The NACs request for additional parking spaces adds to the legal required parking spaces by 30 additional spaces. Please keep in mind these 30 additional spaces are not a requirement per the zoning ordinance.

If the developer were to use **1.0 space per dwelling unit for the multi-family dwellings and 1.5 spaces per townhouse**, the total parking would amount to **389 parking spaces. With the amenity space this is 393 spaces. With the inclusion of the requested parking spaces asked by the NAC it would bring the amount to 423 parking spaces.** According to the legal requirement the developer would not be deficient with 393 Parking spaces, the developer would actually be

	<p>above the required parking spaces of 312 needed for the development. The NACs request for additional parking spaces adds to the legal required parking spaces by 30 additional spaces.</p> <p><i>If there is a Parking Deficiency, Will there be a waiver on the Parking Deficiency from P&DD or BSEED to eliminate the need for a hearing with BZA?</i></p> <p>If the developer can meet the need for 312 parking spaces for the entire development there will be no parking deficiency and no need for a parking waiver. To my knowledge, the additional 30 spaces being added due to the NACs request does not affect zoning approvals. The developer is only required to meet the 312 spaces. The developer is providing 30 additional spaces to meet the NACs impact request for parking.</p>
<p>Impact 3: Developer will sign a legally binding agreement with the P&DD agreeing to not close Rivard completely at any time.</p>	<ul style="list-style-type: none"> • We will not, at any time, cause the total closure of Rivard unless required for utility connections. In the event of total lane closures we will do everything possible to minimize any potential disruptions, including scheduling for overtime work. • We will request temporary and/or partial lane closures from time to time due to curb cuts, tie-ins and ancillary work parallel to Rivard and the Chrysler Service Drive. • All traffic disruptions, directly caused by the Lafayette West development, will be communicated through the approved communication methods in response #1 above as early as a known land closure is identified. • All appropriate signage, barricades and safety measures will be implemented per City ordinances. • All lane closures will be approved through a Traffic Management Plan through the Traffic and Engineering Department (TED) of the City of Detroit.
<p>Impact 4.1: Developer will accept liability for any damages to property caused by either construction or demolition.</p>	<ul style="list-style-type: none"> • We will ensure that our contractors, subcontractors, suppliers and professionals carry all appropriate general and/or professional liability insurance. • Lafayette West, and its sponsor, Lafayette Class 'A' Partners, will be named as Additional Insureds on the contractors, subcontractors and professional liability insurance certificates. • A copy of the above insurance policies and any riders will be furnished to the NAC for informational review only and if necessary by the Mies Cooperative's attorney for informational review only, as soon as they are available. We will ensure these insurance policies remain active through the entire demolition and construction period. • Scanned copies of the insurance will be provided through the "Approved Communication Methods" including: <ol style="list-style-type: none"> 1. A project website, 2. Direct communication email blast with the management agents for the Mies Co-Ops and The Pavilion and any other Lafayette Park building that supplies a management contact stating that the information is on the list-serve, and 3. A list-serv email which will be made functional by 10/31/18.
<p>Impact 4.2: All impacted organizations will be added as named insureds to the developer's insurance policy.</p>	<ul style="list-style-type: none"> • Lafayette West, its entities and partners will be named as Additional Insureds on the contractors, subcontractors and professional liability insurance certificates. • A copy of the above insurance policies and any riders will be furnished to the NAC for informational review only and if necessary by the Mies Cooperative's attorney for informational review only, as soon as they are available. • Any claims made against these policies will follow the evaluation process carried out by the insurer's claims departments.

<p>Impact 4.3: Developer will perform two additional window cleanings for Lafayette Pavilion and the four Mies co-ops. One will be completed after demolition and one after construction is complete.</p>	<ul style="list-style-type: none"> For properties located within the Lafayette West direct impact area, that desire to participate, we will pay for 50% of two (2) of the regularly scheduled window cleanings (one following demolition and one after construction completion), conditioned upon the following: <ol style="list-style-type: none"> Written confirmation of the frequency of current window cleanings over the past year. Providing invoices from window cleanings over the past year to confirm the cost of current window cleanings.
<p>Impact 5: Developer will sign a legally binding agreement with the P&DD agreeing:</p> <ol style="list-style-type: none"> To development and implementation of a lead dust management plan that includes: pre- demolition notice to nearby residents; description of fugitive dust control measures during demolition activity; description of post-demolition dust mitigation measures. Also this will include an inspection requirement during demolition activity by someone from the City of Detroit. To comply with federal, state, and city asbestos demolition regulations. To provide any hazardous material/environmental surveys and abatement reports to the NAC prior to demolition. 	<ul style="list-style-type: none"> Any and all hazardous materials identified from prior reports will be safely and properly removed on-site by qualified, licensed and insured contractors practicing under the standard of care required of environmental professionals in Michigan. Given past asbestos abatement and the planned activities, risk to adjoining and nearby residents for exposure to asbestos and hazardous materials will be mitigated before demolition. We will provide these reports to the NAC committee and advise residents via the list-serv. We will hire AKT Peerless to provide oversight to all demolition activity to ensure compliance with all environmental regulations. The AKT Peerless inspections will be made in addition to and regardless of any City-required inspections. We will develop fugitive dust control plan in alignment with current environmental safety regulations for demolition and implement perimeter air monitoring for lead and cadmium dust. The fugitive dust control plan, which includes dust suppression, should be outlined in writing by the developer and submitted to the NAC for information purposes only. The plan should require that a particulate matter monitor be used and demolition stopped if elevated particulate matter is detected during extreme wind or weather events. The demo will proceed in accordance with NESHAP; the demo contractor will use wetting to suppress dust in accordance with applicable state and federal regulations. Due to Shapero Hall's former use as a pharmacy teaching facility, and the verified building and soil contamination mentioned in the Brownfield application, the NAC requires that the following special pre-demolition notification(s) occur regarding any removal of hazardous materials, information regarding the best methods to mitigate exposure to hazardous substances and other important pre-demolition information for residents such as: <ol style="list-style-type: none"> The specific date/time of the demolition activity; A link on the website and list serve to the fugitive dust plan. Environmental conditions and the results of environmental monitoring associated with Impact #5 will be communicated thru the "Approved Communication Methods" defined in Impact 4.1, well as thru a mailer to be sent to all addresses that the City of Detroit used to notify the Lafayette Park residents of the CBO process. In principle: "If someone stops working as a result of environmental health concerns, everyone in the impact area needs to be notified." The Neighborhood Advisory Council solely believes that: <ol style="list-style-type: none"> The risk the demolition activity presents to public health due to lead-contaminated dust and asbestos. Children and seniors are particularly vulnerable Measures residents can take to mitigate their exposure to harmful contaminants associated with the demolition, include making sure their windows and doors are closed during and immediately after demolition, making sure children are inside, or temporarily relocating to a hotel or family member's house
<p>Impact 6: Developer will sign a legally binding agreement with the P&DD agreeing to immediately implement a pest control program to mitigate this. The program should be in place until completion of construction. The NAC should be notified of the company hired.</p>	<ul style="list-style-type: none"> In order to ensure the health and safety of the surrounding neighborhood, Ginosko will complete a full pest and vermin control mitigation program of the site prior to demolition using the most updated industry standards. Rodent and vermin mitigation will continue during mobilization, demolition, construction and demobilization. The communication hotline can be used by residents to report any increase of vermin or rodent activity in the Lafayette Park neighborhood, which will be addressed expeditiously by the developer.

	<ul style="list-style-type: none"> Ginosko and/or its contractors will monitor and ensure that all required sanitation control methods are employed at the work site during all phases of the development.
<p>Impact 7: Developer will sign a legally binding agreement with the P&DD agreeing to:</p> <ol style="list-style-type: none"> 1. Install and maintain contiguous security fencing (current fencing is insufficient) around the vacant building immediately. 2. Board up any broken windows and maintain this practice through demolition. 3. Maintain a daily security presence to monitor and protect the site starting immediately through the end of construction. 4. Maintain security for the property post construction as well. 	<ul style="list-style-type: none"> We will replace the temporary fence with a more permanent fence which still provides flexibility for construction activity. Ginosko will continuously monitor the development fencing for intrusions and forcible entry and repair those areas as soon as possible to prevent trespassing and occupancy of the site or vacant building by trespassers. We will consider barricades at standard entrances to prevent cross-traffic or event parking on site. We will work diligently to demolish the building in 2018. We have hired Signal 88 Security to provide overnight roving patrols. We will work with Signal 88 and/or other qualified security team to implement construction-period security program. This may include the use of perimeter barricades, monitored cameras, sensor technology, and/or roving security patrols. We will work with our management agent, Village Green, to develop a post-construction security program using the most efficient and effective security measures. Pre-construction event parking and tailgating for events held at Ford field will be allowed conditioned upon the following: <ol style="list-style-type: none"> 1. Debris and trash will be removed immediately following the event 2. The perimeter will be secured by closing/locking gates following the event 3. All profits from event parking will be donated to the Horatio Williams Foundation

<p>Impact 8: Developer will provide detailed lighting plans to the NAC, when available, and accept public feedback. Additionally, developer will ensure that lighting on the LW development is shielded appropriately so that no light spills beyond the property line or produces glare that is visible from adjacent properties.</p>	<ul style="list-style-type: none"> We will provide lighting sufficient to maintain safely lit pedestrian and vehicular areas at night. All lighting will be carefully considered and shielded as necessary to reduce glare, light trespass into neighbors' homes and beyond property lines, and to reduce light pollution in the night sky. The Developer will use best efforts to ensure lighting will be Dark Sky Compliant. We will maintain light levels that are appropriate to a typical residential neighborhood to ensure comfort and safety at night for all
---	--

<p>Impact 9: Trash, Site Cleanliness and Weed Control</p>	<ul style="list-style-type: none"> We will install rodent-resistant trash cans along Rivard as soon as possible and maintain the through the construction period. We will incorporate rodent-resistant trash cans into our landscape and streetscape improvement plans. We will maintain acceptable appropriate sanitary standards related to controlling and disposing of trash, garbage and recyclables. The protruding weeds between the broken asphalt in the large parking lot area of the project have created an unsightly field of weeds. This is an open invitation to car lot parkers or anyone else who gains access to the site, to dump additional trash or garbage. In order to maintain a clean pre-construction lot, the developer will schedule one weed trimming to ground level by mid-October 2018 and a second before demolition in 2019, if necessary. Additional weed control measures will be scheduled if demolition and/or construction is delayed. Past spring of 2019. In order to help control dust and debris during all phases of the project, and as a safety measure and courtesy to/for the neighborhood, downtown drivers, cyclists and pedestrians, the developer will install a securely tied down, typical construction type cover over the project fencing. We will recycle construction waste and debris, including recycling of the materials from the demolished building
--	---

<p>* Impact 10: Proposed Architecture and Urban Design of Lafayette West.</p>	<ul style="list-style-type: none"> • Lafayette West was presented to the NAC board and community with specific design standards that the developer should uphold. Should the site design change representing the design standards being materially and substantially inconsistent with those design and architecture models presented by the developer in connection with the NAC Impacts Requests and Benefits, the developer shall seek the requested changes to be approved by the City of Detroit's Planning & Development. • Specific site elements that should be considered are listed below: <ol style="list-style-type: none"> 1. The developer will not include any interior ground level parking visible from the street. Any parking spaces that are at the ground level should have a residential/retail liner at the street front. 2. Neighborhood amenities 3. Architectural style compliments the historic neighborhood of Lafayette Park and maintains a balance of different architectural styles within the development. 4. Materials stay consistent with proposed design intent. 5. Maintain the urban streetscape while also providing complementary landscaping to the adjacent properties in Lafayette Park.
--	--

* Impact 10 was later added by the NAC during negotiations and amendments to the developer's response of the NAC's list of impact and request. Impact 10 is not listed in the NAC's Impact Report located in Section D.

SECTION F.
NAC LETTER OF SUPPORT
FOR THE LAFAYETTE WEST
COMMUNITY BENEFITS
AGREEMENT(CBA)

October 03 2018

Maurice Cox
Director of Planning and Development
City of Detroit
2 Woodward, Suite 1100
Detroit, MI 48226

Re: Neighborhood Advisory Council Letter of Support for the Lafayette West Community Benefits Agreement

Mr. Cox:

The Lafayette West Neighborhood Advisory Council (the "NAC") was established on Tuesday, July 24, 2018 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 Ginosko Development Company, City staff, and members of the public to better understand Ginosko's proposed Lafayette West Development, hear community concerns, and ultimately provide a list of concerns to the development team.

Ginosko Development Company is proposing a master-planned 5.2 acre residential community integrated into Lafayette Park, located between Rivard Street and the Chrysler Service Drive, just North of Woodward Academy. Ginosko Development Company is anticipated to create three modern living alternatives, high-rise, lofts, and townhomes. Within Ginosko's Tier 1 Development Project (the "Project") will include both rental and ownership options for the residential use, amenity space, and parking.

The NAC actively engaged the public throughout this process to solicit community feedback about the Project via various Lafayette Park residential cooperatives, through email, and conversations and meetings with Lafayette Park residents. The purpose of this engagement was to develop an informed Community Benefits proposal that best represents our understanding of community needs. As a result, the Lafayette West Neighborhood Advisory Council provided the Community Impacts Report, entitled "LWNAC Impact Report - August 07, 2018" to Ginosko Development Company and the City of Detroit Administration on Thursday, August 09, 2018. This document was presented and reviewed with the public and Ginosko at the CBO Public Meeting #4, held on Thursday, August 09, 2018, from 5:30pm to 7:30pm at Horatio Williams Foundation, 1010 Antietam Avenue. The responses to the LWNAC Impact Report was presented by Ginosko Development Company and reviewed with the NAC and the public at the CBO Public Meeting #5, held on Tuesday August 21, 2018. During Meeting #5 the NAC decided not to hold a meeting #6 in order to negotiate language amendments for the responses to the LWNAC Impact Report with Ginosko Development Company. Through email and telephone conversations the NAC and Ginosko Development Company amended final language to the LWNAC Impact Report responses and came to a final agreement with the Lafayette West Community Benefits Proposal on October 03, 2018.

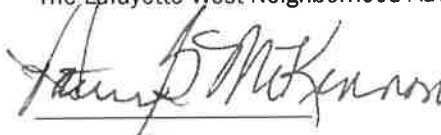
The NAC is pleased to offer this letter of support to confirm that the attached "Lafayette West Community Benefits Agreement: LWNAC Impact Report" document dated October 03, 2018


accurately reflects our understanding of the agreed upon community benefits to be included in the development agreement for the Lafayette West Development project.

The NAC welcomes Ginosko Development Company to Lafayette Park and looks forward to working with members of the City's administration and the Ginosko Development Company team to create a stronger community for all.


Sincerely,

The Lafayette West Neighborhood Advisory Council


Patrice McKinnon

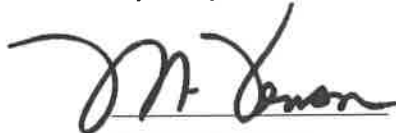

Andrea Pride


Daniel Carmody


Bryan Boyer


Julia Schfau


Kumar Raj


Margaretta Venson


Matthew Morin


Jonathan Toney

SECTION G.

APPENDICES

APPENDIX	DESCRIPTION	PAGE #
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APPENDIX 01.
COMMUNITY BENEFITS
ORDINANCE NO. 35-16

**NOTICE OF
ENACTMENT OF ORDINANCE**

To: THE PEOPLE OF DETROIT,
MICHIGAN.

Through an initiative submitted by City Council resolution, the people of the City of Detroit adopted the following ordinance at the November 8, 2016 General Election:

**ORDINANCE NO. 35-16
CHAPTER 14.
COMMUNITY DEVELOPMENT
ARTICLE XII.
COMMUNITY BENEFITS**

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

Section 1. Chapter 14 of the 1984 Detroit City Code, *Community Development*, is amended by adding Article XII, *Community Benefits*, which consists of Sections 14-12-1 through 14-12-5, to read as follows:

**CHAPTER 14.
COMMUNITY DEVELOPMENT
ARTICLE XII.**

COMMUNITY BENEFITS

Sec. 14-12-1. Purpose; Title.

(a) The City is committed to community outreach and engagement that promotes transparency and accountability and ensures development projects in the City of Detroit benefit and promote economic growth and prosperity for all residents.

(b) This article shall be known as the "Detroit Community Benefits Ordinance."

Sec. 14-12-2. 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 NAC.

Enforcement Committee means a committee led by the City's Corporation Counsel and composed of representatives from the Planning and Development Department, Law Department, Human Rights Department, and other relevant City departments as determined by the Planning Director.

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.

NAC means the Neighborhood Advisory Council.

Planning Director means the Director of the City of Detroit's 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 Seventy-five Million Dollars (\$75,000,000) 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 One Million Dollars (\$1,000,000) 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 One Million Dollars (\$1,000,000) 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 expected to incur the investment of Three Million Dollars (\$3,000,000) 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 Three Hundred Thousand Dollars (\$300,000) 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 Three Hundred Thousand Dollars (\$300,000) of City taxes over the term of the abatement that inure directly to the Developer, but not including Neighborhood Enterprise Zone tax abatements.

Sec. 14-12-3. 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 at least one public meeting in the Impact Area as defined in this Section.

(2) The City Clerk shall forward notice of the public meeting via First Class Mail no less than 10 days before such meeting to all City of Detroit residents within three hundred radial feet of the Tier 1 Project. 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;

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

(3) In addition to the notice requirement contained in Subsection (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 public meeting, the Planning Director will present general information about the Tier 1 Project, discuss ways in which the Tier 1 Project is anticipated to impact the local community, and ways in which the Developer and the Planning Director plan to address or mitigate these impacts.

(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 NAC 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.

(3) The NAC shall consist of nine members, 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 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 NAC may be taken with the consent of a majority of NAC members serving.

(c) *Engagement with Developer.*

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

(2) City Council by a 2/3 vote of members present or the Planning Director may facilitate additional 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.

(d) *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 NAC members, and how they were selected.

c. An itemized list of the concerns raised by the NAC.

d. A method for addressing each of the concerns raised by the NAC, or why a particular concern will not be addressed.

(3) The Planning Director, where possible, shall provide a copy of the Community Benefits Report to the NAC prior to submission to City Council.

(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.

(e) 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 NAC.

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

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.

(f) 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 Counsel 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.

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 NAC 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 NAC and the Developer to discuss the status of the Tier 1 Project for the time period identified in the Community Benefits Provision.

(4) The NAC 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 NAC, the Enforcement Committee shall investigate such allegations and shall present their written findings to the NAC 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 NAC 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 NAC within the original 21 day time frame.

(7) If the NAC 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 NAC 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 NAC is not satisfied with the Enforcement Committee's response, the NAC may petition the City Clerk and request that City Council schedule a hearing with opportunity for both the Enforcement Committee and the NAC 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 NAC and the Enforcement Committee of their findings.

b. If City Council finds that the Enforcement Committee has not made reasonable efforts, City Council shall make specific finding to the Enforcement Committee on the steps that need to be taken to comply with the Community Benefits Provision.

i. The Enforcement Committee shall provide City Council and the NAC 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. 14-12-4. 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 14-12-5. 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. All ordinances, or parts of ordinances, that conflict with this ordinance are repealed.

Section 3. This ordinance is declared necessary for the preservation of the public peace, health, safety, and welfare of the People of the City of Detroit.

Section 4. The article added by this ordinance has been enacted as comprehensive local legislation. It is intended to be the sole and exclusive law regarding its subject matter, subject to provisions of state law.

(J.C.C. page):

Passed:

Approved: November 8, 2016

Certified by the Board of

County Canvassers: November 22, 2016

Published: November 29, 2016

Effective: November 29, 2016

JANICE M. WINFREY

Detroit City Clerk

APPENDIX 02.

LEGAL MEETING NOTICE

LEGAL MEETING NOTICE TO RESIDENTS LIVING WITHIN THE IMPACT AREA

LAFAYETTE WEST COMMUNITY BENEFITS AGREEMENT MEETING

DATE & TIME:

Kickoff Meeting/Overview

Tuesday, July 3, 2018
5:30pm – 7:30pm

General Selection for NAC

Tuesday, July 10, 2018
5:30pm – 7:30pm

LOCATION:

Horatio Williams Foundation
1010 Antietam Avenue
Detroit, MI 48207

See attached map and flier
for more information.

General Project Information

Ginosko Development Company (GDC) is reaching out to the community to receive input on the Lafayette West Development, a proposed master-planned 5.2 acre community integrated into Lafayette Park. The project is located between Rivard Street and Chrysler Service Drive just North of Woodward Academy. GDC is anticipated to create 3 modern-living alternatives, high-rise, lofts, and townhomes; including rental and ownership options all located within walking distance to the Central Business District and neighborhood shopping.

The project is composed of,

1. **The High-Rise**
 - 114 luxury rental residences in a 12-story high-rise with units ranging from 600-1,100 SF; with attached enclosed parking
2. **The Lofts**
 - 200 urban rental lofts with units ranging from 450-900 SF; with enclosed parking
3. **The Townhomes**
 - 60 3-story custom built for-sale townhouses, carriage houses, and stacked flats with attached garages
4. **Parking:**
 - 490 cars (90% enclosed); including ample guest parking
5. **Amenities:**
 - Market leading amenity offering to assure long-term competitiveness and resident value proposition

****Unit counts are subject to change***



Impact Area

The Impact Area, determined by the Planning & Development Department, is defined by I-375 on the West, Gratiot Avenue on the North, The Dequindre Cut Greenway on the East, and E. Lafayette Street on the South. This boundary is also defined by Census Tract 5170 (See attached Impact Area map). **Any resident over the age of 18 is eligible to be selected to serve on the Neighborhood Advisory Council, to be established per the recently passed Community Benefits Ordinance (ORDINANCE NO. 35-16).**

Potential Impacts and Mitigation Strategies

The City of Detroit is aware of and acknowledges expressed community concerns related to this project in the following areas. Please bring any concerns to the conversation on the evening of July 3, 2018.

A. Parking

- Residential parking for new residents
- On Street parking
- Visitor/guest parking

B. Construction

- Noise and dust
- Street closures
- Pedestrian right of way closures (sidewalks)
- Construction equipment staging
- Construction hours

C. Vehicular Traffic

- Site connectivity
- Traffic flow and density
- Vehicular public access through site



The City of Detroit invites you to attend...

Lafayette West

Community Benefits Agreement Meeting



Image provided by Ginosko Development Company

COME JOIN US!

As part of the **community benefits ordinance** process the City of Detroit invites you to attend the kickoff meeting for the Lafayette West Development. **General selection of candidates for the Neighborhood Advisory Council (NAC) will occur at the second meeting, held at the Horatio Williams Foundation from 5:30 PM - 7:00 PM Tuesday, July 10, 2018.**

Ginosko Development Company (GDC) is reaching out to the community to receive input on the Lafayette West Development, a proposed master-planned 5.2 acre community integrated into Lafayette Park. The project is located between Rivard Street and Chrysler Service Drive just North of Woodward Academy. GDC is anticipated to create 3 modern-living alternatives, high-rise, lofts, and townhomes; including rental and ownership options all located within walking distance to the Central Business District and neighborhood shopping.

With advance notice of seven calendar days, the City of Detroit will provide interpreter services at public meetings, including language translation and signage for the hearing impaired. Please contact the Planning and Development Department at (313) 224-1339 to schedule these services.

Tuesday July 3, 2018

Horatio Williams Foundation

1010 Antietam Avenue
Detroit, MI 48207

5:30 PM - 7:30 PM





APPENDIX 03.

NAC MEETING SCHEDULE

MEETING SCHEDULE

-
- July 03, 2018** ○ **Meeting 1: Orientation Meeting**
- PDD presented the CBO process to the public
 - Developer presents project summary to the public
 - Public comment
 - Nomination of NAC members
- July 10, 2018** ○ **Meeting 2: NAC Selection**
- PDD presents CBO process
 - Developer presents project summary to the public
 - Nomination of NAC members
 - NAC Selection Process, Community selected NAC members
 - Public comment
- July 24, 2018** ○ **Meeting 3: NAC & Developer Discussion Meeting**
- Developer presentation of project in greater detail
 - DEGC Brownfield Tif Presentation
 - Questions from NAC
 - Public comment
- Aug. 9, 2018** ○ **Meeting 4: NAC Impact & Request List**
- NAC presents Impact & Request List
 - NAC and developer discuss list of impact and request
 - Public comment
- Aug. 21, 2018** ○ **Meeting 5: Developer's Reponse to list of Impact & Request**
- Developer presents responses to NAC's list of impacts and request
 - Permitted parking presentation by City Planning Commission Staff and Municipal Parking Department
 - Presentation by DEGC
 - Public Comment
- Sept. 4, 2018** ○ **Meeting 6: N/A**
- Per the NAC's request, meeting 6 was not needed

APPENDIX 04.

MEETING RECAPS

MEETING 1 RECAP - JULY 03, 2018

5:30pm-7:30pm @ The Horatio Williams Foundation, 1010 Antietam Avenue

Meeting Agenda

- 5:30 - 5:45** **Team Introduction**
Council Members and Staff
Department of Neighborhoods
Planning & Development
Ginosko Development Company
- 5:45 - 6:15** **What is the CBO?**
CBO Overview
Fast Facts
When does the CBO apply to a project?
Impact area
Selection process overview
Review of Schedule
- 6:15 - 6:30** **Q&A**
- 6:30 - 7:00** **Project Overview**
- 7:00 - 7:15** **Q+A**
- 7:15 - 7:30** **First Round of NAC Nominations**

Meeting Notes/Key Takeaways:

The first meeting of the Lafayette West CBO process was held at The Horatio Williams Foundation at 1010 Antietam Avenue. The meeting ran from 5:30 PM to 7:30 PM.

The purpose of Meeting 1 was to:

- 1) Introduce the City's Community Benefits Process;
 - 2) Allow the developer to present an overview of their project to the public;
 - 3) Hear from members in the community that may be interested in serving on the NAC;
 - 4) Hear initial questions and concerns from the community regarding The project.
- R. Steven Lewis from the Planning & Development Department (PDD) opened the meeting with introductions of the development team and staff.
 - Julio Cedano from PDD overviewed the CBO process, NAC selection and schedule, then introduced the development team.
 - Amin Irving from Ginosko Development Company presented an introduction to Lafayette West development.
 - The meeting was then opened to public comment.

MEETING 1 RECAP - JULY 03, 2018 cont.

5:30pm-7:30pm @ The Horatio Williams Foundation, 1010 Antietam Avenue

Interest in serving on the NAC:

Residents were asked to come forward if they were interested in serving on the Neighborhood Advisory Council (NAC). The requirements and responsibilities of the NAC were explained again.

The following residents expressed preliminary interest in serving on the NAC in Meeting 1:

- Daniel Carmody
- Andrea Pride
- Jordan Lindsey
- Paul R. Allen
- Cindy Anderson
- Bill Dickens
- Matt Morin
- Kumar Raj
- Julia Schlau
- Jonathan Toney

----- ***Meeting adjourned at 7:30pm.***

MEETING 2 RECAP - JULY 10, 2018

5:30pm-7:30pm @ The Horatio Williams Foundation, 1010 Antietam Avenue

Meeting Agenda

- 5:30 - 6:00 Introduction and CBO Review**
CBO Overview
Fast Facts
When does a CBO apply to a project?
Impact Area
Selection Process Overview
Review of Schedule
- 6:00 - 6:15 Q&A**
- 6:15 - 6:45 Project Overview**
- 6:45 - 7:15 Second Round of NAC Nominations & Selection Process**
- 7:15 - 7:30 2 Community Selected NAC Nominees Announced**

Meeting Notes/Key Takeaways:

The second meeting of the Lafayette West CBO process was held at Horatio Williams Foundation at 1010 Antietam Avenue and began at 5:30pm. Following a brief CBO and project overview, residents interested in serving on the NAC stood up again.

The purpose of Meeting 2 was to:

- 1) Allow the developers to present their project overview to the public.
 - 2) Allow the community to ask more questions about the project.
 - 3) Appoint the two community selected NAC members.
- Julio Cedano from PDD distributed voter cards before the meeting got started and verified that those receiving voting cards were residents of the impact area.
 - Julio Cedano from PDD opened the meeting, reviewed the CBO process, and explained how the voting would take place.
 - Impact area residents interested in serving on the NAC were asked to come to the front and give a 1 minute speech on their interest of serving on the NAC.
 - After hearing from interested residents, attendees (residents of the impact area only) were then asked to submit their voter cards.
 - Amin Irving from Ginosko Development Company presented an overview of Lafayette West while votes were populated.
 - Julio Cedano tallied the votes and was observed by Council Staff (Barry Blackwell, Vicky Kovari), LPD (Jamie Murphy), and PDD staff (Steven Lewis).
 - The meeting was opened to public comment while the votes were being tallied.
 - The two community selected NAC members were announced.

MEETING 2 RECAP - JULY 10, 2018 cont.

5:30pm-7:30pm @ The Horatio Williams Foundation, 1010 Antietam Avenue

Interest in serving on the NAC:

For a second time in order to capture new attendees interest, residents were asked to come forward if they were interested in serving on the Neighborhood Advisory Council (NAC). The requirements and responsibilities of the NAC were explained again.

The following residents expressed preliminary interest in serving on the NAC in Meeting 2:

- Patrice McKinnon
- Bryan Boyer
- Debra Thomas
- Suzanne Schultz
- Jonathan Toney
- Julia Schlau
- Matt Morin
- Jordan Lindsey
- Andrea Pride

Concerns Raised by the Community:

1. Demolition. What type, explosive or bulldozing?
2. Lighting and darkness levels
3. Safety and security of the development.
4. Parking and traffic.

Community NAC Selections:

- Patrice McKinnon
- Matt Morin

----- Meeting adjourned at 7:30pm.

MEETING 3 RECAP - JULY 24, 2018

5:30pm-7:30pm @ The Horatio Williams Foundation, 1010 Antietam Avenue

Meeting Agenda

5:30 - 5:45	NAC Introduction
5:45 - 6:15	DEGC - Transformational Brownfield Program Overview
6:15 - 6:30	Q&A
6:30 - 7:00	Lafayette West Development Presentation
7:00 - 7:15	Questions from the NAC
7:15 - 7:30	Public Comment

Meeting Notes/Key Takeaways:

The purpose of Meeting 3 was to:

- 1) Allow the DEGC to review tax incentives and which incentives the developer requested.
- 2) Allow the NAC to continue gathering more information to create an impact list.
- 3) Hear additional community concerns.

Julio Cedano opened the meeting by going through the agenda and announcing the nine appointed NAC members. Each of the nine members introduced themselves to everyone in the room. Following introductions, Sarah Pavelko with the Detroit Economic Growth Corporation (DEGC) presented on DEGC's Transformational Brownfield Program (TBP).

The following questions/concerns were raised to Ginosko Development Company regarding their projects:

- Are the new private streets accessible to the public?
- Do the new streets align with the existing streets?
- Are streets gated?
- Will you be charging residents from Lafayette West Development for parking?
- What is the parking deficiency of the project?
- What is the project Unit Mix?
- Where will garbage pick up/ loading and unloading occur on the site?
- Is the parking deck directly connected to the abutting buildings?
- Will the demolition of the existing property be implosion or bulldozing?
- Have you considered re-using the existing windows of the current property to be demolished?

Amin Irving then presented the questions asked previously by the audience in greater detail.

MEETING 3 RECAP - JULY 24, 2018 cont.

5:30pm-7:30pm @ The Horatio Williams Foundation, 1010 Antietam Avenue

The following NAC Members were present in Meeting 3:

- Patrice McKinnon
- Bryan Boyer
- Daniel Carmody
- Jonathan Toney
- Julia Schlau
- Matt Morin
- Margaretta Venson
- Kumar Raj

Andrea Pride was not able to attend meeting 3.

----- Meeting adjourned at 7:30pm.

MEETING 4 RECAP - AUGUST 09, 2018

5:30pm-7:30pm @ The Horatio Williams Foundation, 1010 Antietam Avenue

Meeting Agenda

- 5:30 - 5:45 Review of CBO Schedule**
- 5:45 - 6:45 NAC Presents Lafayette West Impacts and Request**
- 6:45 - 7:15 NAC and Developer Conversation**
- 7:15 - 7:30 Public Comment**

Meeting Notes/Key Takeaways:

The purpose of Meeting 4 was to:

- 1) Allow the NAC to present their Impacts and request to the developer.
- 2) Allow the NAC and developer to have a open discussion about the request.
- 3) Hear additional community concerns.

NAC Concerns Raised:

- Parking was the biggest and most vocally raised issue in meeting 4

The following NAC Members were present in Meeting 4:

- Patrice McKinnon
- Bryan Boyer
- Andrea Pride
- Jonathan Toney
- Julia Schlau
- Matt Morin
- Margaretta Venson
- Kumar Raj

Daniel Carmody was not able to attend meeting 4.

----- ***Meeting adjourned at 7:30pm.***

MEETING 5 RECAP - AUGUST 21, 2018

5:30pm-7:30pm @ The Horatio Williams Foundation, 1010 Antietam Avenue

Meeting Agenda

- 5:30 - 5:45 Review of CBO Schedule**
- 5:45 - 6:00 City Planning Commission staff and Municipal Parking Department staff present on permitted parking ordinance updates**
- 6:00 - 7:15 Developer Presents Responses to the NACs Impact and Request NAC and Developer Conversation**
- 7:15 - 7:30 Public Comment**

Meeting Notes/Key Takeaways:

Amin Irving presented Ginosko's responses to the NACs Impacts and Requests. Amin Irving and NAC were involved in discussions and negotiations over language and changes to the developers responses. It was agreed by the NAC that a sixth meeting was not necessary but, that the NAC would work with the developer through email and other forms of communication to continue the language amendments to the responses made by the developer.

The purpose of Meeting 5 was to:

- 1) Allow the developer to present their responses to the Impacts and request made by the NAC.
- 2) Allow the NAC and developer to have a open discussion about the requests made.
- 3) Hear additional community concerns.

NAC Concerns Raised:

- Each impact and request was discussed in great detail between the NAC and Amin Irving.
- A list serve was agreed between the NAC and developer as a form of future communication.
- Agreement of developer supporting neighborhood wide permitted parking with other residents.

The following NAC Members were present in Meeting 5:

- Patrice McKinnon
- Bryan Boyer
- Andrea Pride
- Jonathan Toney
- Julia Schlaw
- Matt Morin
- Margaretta Venson
- Daniel Carmody

Kumar Raj was not able to attend meeting 5.

----- Meeting adjourned at 7:30pm.