

Adopted as follows:
Yeas — Council Members Benson, Durhal, III, Johnson, Santiago-Romero, Tate, Waters, Young, II and President Sheffield — 8.

Nays — None.

**Department of Public Works
City Engineering Division**

August 31, 2022

Honorable City Council:
RE: Petition No. 2022-276 — West Vernor
Holding, LLC request to vacate to utility
easement the public alley bounded
by Newark Street, west Vernor Highway,
and Sainte Anne Street.

Petition No. 2022-276 — West Vernor Holding, LLC request to vacate to utility easement the public alley bounded by Newark Street, 50 ft. wide, West Vernor Highway, 76 ft. wide, and Sainte Anne Street, 60 ft. wide.

The petition was referred to the City Engineering Division — DPW for investigation (utility review) and report. This is our report.

The request was approved by the Solid Waste Division — DPW, and Traffic Engineering Division — DPW, and City Engineering — DPW.

Detroit Water and Sewerage Department

(DWSD) has no objection provided certain provisions are met. The DWSD provisions are a part of the attached resolution.

All other involved City Departments, and privately owned utility companies have reported no objections. Provisions protecting utility installations are part of the attached resolution.

I am recommending adoption of the attached resolution.

Respectfully submitted,
RICHARD DOHERTY, P.E.

City Engineer

City Engineering Division — DPW
By Council Member Santiago-Romero:

Resolved, The public alley, 15 ft. wide, bounded by Newark Street, 50 ft. wide, West Vernor Highway, 76 ft. wide, and Sainte Anne Street, 60 ft. wide., further described as land in the City of Detroit, Wayne County, Michigan being: the public alley, 15 ft. wide, lying easterly of and adjacent to lots 33 through 36 and westerly of and adjacent to lot 32, including the east 15 ft. of the east-west alley lying northerly of lot 28, all within "Wards Subdivision" as recorded in Liber 1, Page 213 of Plats, Wayne County Records.

Be and the same is hereby vacated as public right-of-way and converted into a private easement for public utilities of the full width of the right-of-way, which easement shall be subject to the following covenants and agreements, uses, reservations and regulations, which shall be observed by the owners of the lots abutting on said right-of-way and by their heirs, executors, administrators and assigns, forever to wit:

First, Said owners hereby grant to and for the use of the public an easement or right-of-way over said vacated public alley herein above described for the purposes of maintaining, installing, repairing, removing, or replacing public utilities such as water mains, sewers, gas lines or mains, telephone, electric light conduits or poles or things usually placed or installed in a public right-of-way in the City of Detroit, with the right to ingress and egress at any time and over said easement for the purpose above set forth.

Second, Said utility easement or right-of-way in and over said vacated alley herein above described shall be forever accessible to the maintenance and inspection forces of the utility companies, or those specifically authorized by them, for the purpose of inspecting, installing, maintaining, repairing, removing, or replacing any sewer, conduit, water main, gas line or main, telephone or light pole or any utility facility placed or installed in the utility easement or right-of-way. The utility companies shall have the right to cross or use the driveways and yards of the adjoining properties for ingress and egress at any time to and over said utility easement with any necessary equipment

to perform the above mentioned task, with the understanding that the utility companies, other than that specifically prohibited by this resolution, shall restore the easement surface to a satisfactory condition.

Third, Said owners for their heirs and assigns further agree that no buildings or structures of any nature whatsoever including, but not limited to, concrete slabs or driveways, retaining or partition walls (except necessary line fences or gates), shall be built or placed upon said easement, nor change of surface grade made, without prior approval of the City Engineering Division — DPW.

Fourth, That if the owners of any lots abutting on said vacated alleys shall request the removal and/or relocation of any existing poles or other utilities in said easement; such owners shall pay all costs incidental to such removal and/or relocation, unless such charges are waived by the utility owners.

Fifth, That if any utility located in said property shall break or be damaged as a result of any action on the part of said owners or assigns (by way of illustration but not limitation) such as storage of excessive weights of materials or construction not in accordance with Section 3, mentioned above, then in such event said owners or assigns shall be liable for all costs incidental to the repair of such broken or damaged utility; and

Provided, That property owners maintain for DTE Energy, full access to their facilities at all times (i.e. gated access with DTE locks at all ends of the easement) and that free and easy access to the DTE facilities is reserved for DTE equipment, including the use of backhoes, bulldozers, cranes or pipe trucks, and other heavy construction equipment, as necessary for the alteration or repair of DTE facilities, and further

Provided, That an easement, the full width of the existing right-of-way, is reserved for the Detroit Water and Sewerage Department for the purpose of installing, maintaining, repairing, removing, or replacing any sewers, water mains, fire hydrants and appurtenances, with the right of ingress and egress at any time to, and over said easement for the purpose above set forth; and be it further

Provided, That free and easy access to the sewers, water mains, fire hydrants and appurtenances within the easement is required for the Detroit Water and Sewerage Department equipment including the use of backhoes, bulldozers, cranes or pipe trucks, and other heavy construction equipment, as necessary for the alteration or repair of the sewer or water main facilities; and be it further

Provided, That said owners of the adjoining property, for themselves, their heirs and assigns, agree that no building

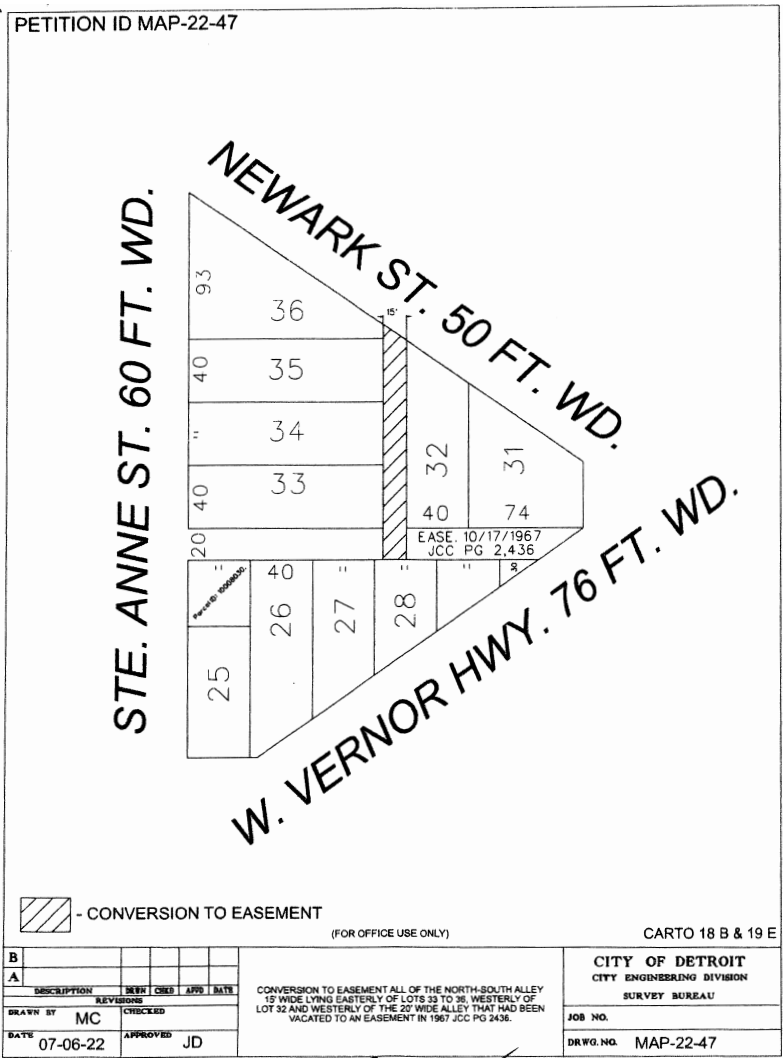
or structure of any nature whatsoever, including porches, patios, balconies, etc., shall be built upon said easement without prior written approval and agreement with the Detroit Water and Sewerage Department; and be it further

Provided, That if any time in the future, the owners of any lots abutting on said vacated alley shall request the removal and/or relocation of the aforementioned utilities in said easement, such owners shall pay all costs incident to such removal and/or relocation. It is further provided that if sewers, water mains, and/or appurtenances in said easement shall break or be damaged as a result of any

action on the part of the owner, or assigns, then in such event, the owner or assigns shall be liable for the costs incident to the repair of such broken or damaged sewers and water mains, and shall also be liable for all claims for damages resulting from his action and be it further

Provided, That if it becomes necessary to remove the paved alley returns at the entrances such removal and construction of the new curb and sidewalk shall be done under city permit and inspection according to City Engineering Division-DPW specification with all costs borne by the abutting owner(s). their heirs or assigns; and further

PETITION ID MAP-22-47



Adopted as follows:

Yeas — Council Members Benson, Durhal, III, Johnson, Santiago-Romero, Tate, Waters, Young, II and President Sheffield — 8.

Nays — None.

**Department of Public Works
City Engineering Division**

August 31, 2022

Honorable City Council:

Re: Petition No. x2022-272 — 123.Net, Inc, request for encroachment of a fiber optic cabinet and related conduits into the berm on the south side of Cambridge Road, between Livernois Avenue and Warrington Drive.

Petition No. x2022-272 — 123.Net, Inc, request for encroachment of a fiber optic cabinet and related conduits into the berm on the south side of Cambridge Road, 60 ft. wide, between Livernois Avenue, 120 ft. wide, and Warrington Drive, 50 ft. wide.

The petition was referred to the City Engineering Division — DPW for investigation and report. This is our report.

The request is being made as part of the telecommunications installation in partnership with DTE Energy.

The request was approved by the Solid Waste Division — DPW, and City Engineering Division — DPW, Traffic Engineering Division.

Detroit Water and Sewerage Department (DWSD) reports being involved, but they have no objection provided the DWSD encroachment provisions are followed. The DWSD provisions have been made a part of the resolution.

All other involved City Departments, including the Public Lighting Authority and Public Lighting Department; also privately owned utility companies have reported no objections to the encroachment. Provisions protecting all utility installations are part of the attached resolution.

I am recommending adoption of the attached resolution.

Respectfully submitted,

RICHARD DOHERTY, P.E.

City Engineer

City Engineering Division — DPW
By Council Member Santiago-Romero:

Resolved, That the Department of Public Works, City Engineering Division is hereby authorized and directed to issue permits to 123.Net, Inc or their assigns to install and maintain encroachment within Cambridge Road, further described as: Land in the City of Detroit, Wayne County, Michigan;

Fiber Optic Cabinet and 3" conduits, to be installed on the south side of Cambridge Road northerly of and adjacent to lot 230 of Sherwood Forest Subdivision as recorded in Liber 39, Page 11 of Plats, Wayne County Records. Said fiber optic cabinet will be installed upon a 42" x 48" concrete pad. Conduits will connect to a

fiber utility hand hole from the utility pole existing immediately east of the public alley, 18 ft. wide, adjacent to said lot 230. Conduits will then pass through the hand-hole to the cabinet. Conduits will be covered 48" below grade while crossing the public alley to the utility pole.

Provided, That if there is any cost for the removing and/or rerouting of any utility facilities, it shall be done at the expense of the petitioner and/or property owner; and be it further

Provided, That access is maintained to all fire department connections, and be it further

Provided, That by approval of this petition the Detroit Water and Sewerage Department (DWSD) does not waive any of its rights to its facilities located in the right-of-way, and at all times, DWSD, its agents or employees, shall have the right to enter upon the right-of-way to maintain, repair, alter, service, inspect, or install its facilities. All costs incident to the damaging, dismantling, demolishing, removal and replacement of structures or other improvements herein permitted and incurred in gaining access to DWSD's facilities for maintenance, repairing, alteration, servicing or inspection caused by the encroachment shall be borne by the petitioner. All costs associated with gaining access to DWSD's facilities, which could normally be expected had the petitioner not encroached into the right-of-way, shall be borne by DWSD; and be it further

Provided, That all construction performed under this petition shall not be commenced until after (5) days written notice to DWSD. Seventy-two (72) hours' notice shall also be provided in accordance with P.A. 53 1974, as amended, utilizing the MISS DIG one call system; and be it further

Provided, That construction under this petition is subject to inspection and approval by DWSD forces. The cost of such inspection shall, at the discretion of DWSD, be borne by the petitioner; and be it further

Provided, That if DWSD facilities located within the right-of-way shall break or be damaged as the result of any action on the part of the petitioner, then in such event the petitioner agrees to be liable for all costs incident to the repair, replacement or relocation of such broken or damaged DWSD facilities; and be it further

Provided, That the petitioner shall hold DWSD harmless for any damages to the encroaching device constructed or installed under this petition which may be caused by the failure of DWSD's facilities; and be it further

Provided, 123.Net, Inc or their assigns shall apply to the Buildings and Safety Engineering Department for a building permit prior to any construction. Also, if it becomes necessary to open cut public

streets, bore, jack, occupy or barricade city rights-of-way for maintenance of encroachments such work shall be according to detail permit application drawings submitted to the City Engineering Division — DPW prior to any public right-of-way construction; and further

Provided, That the necessary permits shall be obtained from the City Engineering Division — DPW and the Buildings and Safety Engineering Department. The encroachments shall be constructed and maintained under their rules and regulations; and further

Provided, That all cost for the construction, maintenance, permits and use of the encroachments shall be borne by 123.Net, Inc or their assigns, and further

Provided, That all costs incurred by privately owned utility companies and/or city departments to alter, adjust, and/or relocate their existing utility facilities located in close proximity to the encroachments shall be borne by 123.Net, Inc or their assigns. Should damages to utilities occur 123.Net, Inc or their assigns shall be liable for all incidental repair costs and waives all claims for damages to the encroaching installations; and further

Provided, That no other rights in the public streets, alleys or other public place shall be considered waived by this permission which is granted expressly on the condition that said encroachments shall be removed at any time when so directed by the City Council, and the public prop-

erty affected shall be restored to a condition satisfactory to the City Engineering Division — DPW; and further

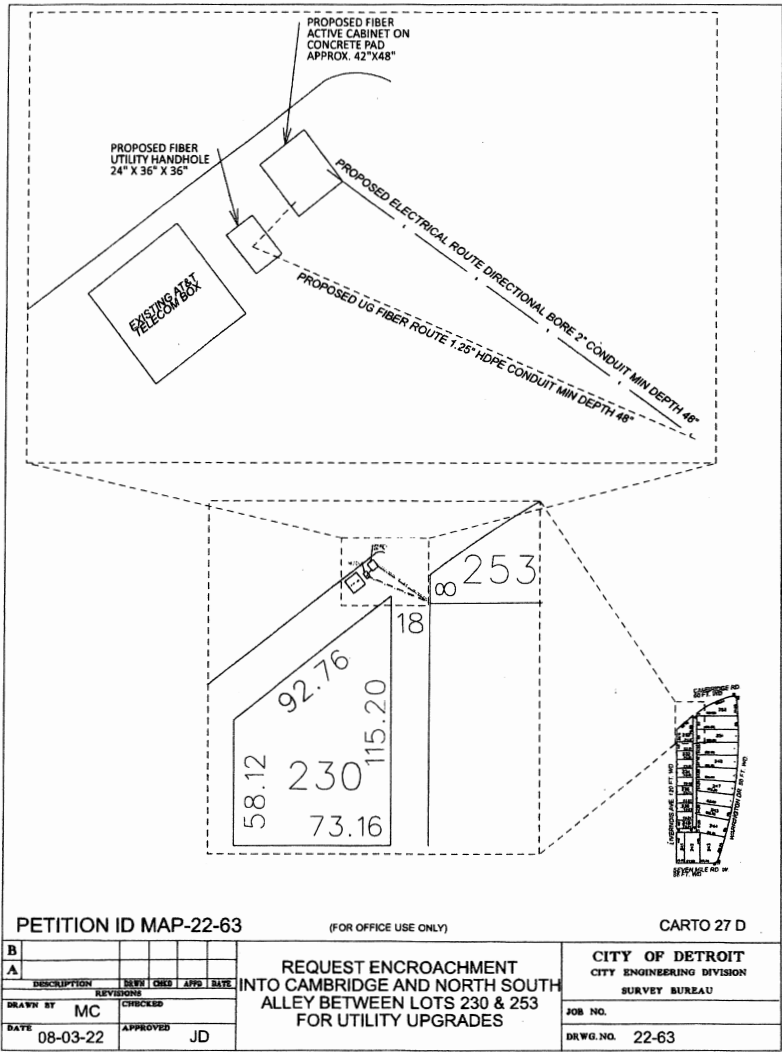
Provided, That 123.Net, Inc or their assigns shall file with the Department of Public Works — City Engineering Division an indemnity agreement in form approved by the Law Department. The agreement shall save and protect the City of Detroit from any and all claims, damages or expenses that may arise by reason of the issuance of the permits and the faithful or unfaithful performance of 123.Net, Inc or their assigns of the terms thereof. Further, 123.Net, Inc or their assigns shall agree to pay all claims, damages or expenses that may arise out of the use, repair and maintenance of the proposed encroachments; and further

Provided, That construction of the encroachments shall constitute acceptance of the terms and conditions as set forth in this resolution; and be it further

Provided, This resolution is revocable at the will, whim or caprice of the City Council, and 123.Net, Inc acquires no implied or other privileges hereunder not expressly stated herein; and further

Provided, That the encroachment permits shall not be assigned or transferred without the written approval of the City Council; and be it further

Provided, That the City Clerk shall within 30 days record a certified copy of this resolution with the Wayne County Register of Deeds.



Adopted as follows:
Yeas — Council Members Benson, Durhal, III, Johnson, Santiago-Romero, Tate, Waters, Young, II and President Sheffield — 8.
Nays — None.

NEW BUSINESS

Office of Contracting and Procurement

August 31, 2022

Honorable City Council:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

6004295 — 100% Grant Funding — To

Provide Policy Engagement Fellowship and Professional Development Activities — Contractor: Center for Health Research and Transformation — Location: 2929 Plymouth Road, Ann Arbor, MI 48105 —Contract Period: Upon City Council Approval through February 28, 2023 —Total Contract Amount: \$60,000.00. **Health.**

Respectfully submitted,

BOYSIE JACKSON

Chief Procurement Officer

Office of Contracting and Procurement
By Council Member Santiago-Romero:

Resolved, That Contract No. 6004295 referred to in the foregoing communication dated August 31, 2022, be hereby and is approved.

Adopted as follows:

Yeas — Council Members Benson, Durhal, III, Johnson, Santiago-Romero, Tate, Waters, Young, II and President Sheffield — 8.

Nays — None.

**Office of Contracting
and Procurement**

September 8, 2022

Honorable City Council:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

6003182 — 100% City Funding — AMEND 1 — To Provide an Increase of Funds Only for Citywide Electrical Services for the General Services, Transportation and Water & Sewerage Departments — Contractor: Power Lighting & Technical Services — Location: 10824 W. Chicago, Suite 200, Detroit MI 48204 — Contract Period: January 19, 2021 through January 18, 2023 — Contract Increase Amount: \$400,000.00 — Total Contract Amount: \$2,200,000.00. **General Services.**

Respectfully submitted,

BOYSIE JACKSON

Chief Procurement Officer

Office of Contracting and Procurement
By Council Member Young, II:

Resolved, That Contract No. **6003182-A1** referred to in the foregoing communication dated September 8, 2022, be hereby and is approved.

Adopted as follows:

Yeas — Council Members Benson, Durhal, III, Johnson, Santiago-Romero, Tate, Waters, Young, II and President Sheffield — 8.

Nays — None.

**Office of Contracting
and Procurement**

September 8, 2022

Honorable City Council:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

6002271 — 100% Capital Funding — AMEND 1 — To Provide an Extension of Time Only for the Purchase and Installation of Additional Parking Meters, Software Upgrades, App Upgrades and Sign Costs for the Multi-Spaced Parking Meter Expansion Project — Contractor: Detroit Building Authority — Location: 1301 Third Street, Suite 328, Detroit, MI 48226 — Contract Period: Upon City Council Approval through September 9, 2025 — Amended Contract Amount: \$0.00.

Municipal Parking.

*Total Contract Amount: \$4,500,000.00.
Original Contract Period: September 10, 2019 through September 9, 2022.*

Respectfully submitted,

BOYSIE JACKSON

Chief Procurement Officer

Office of Contracting and Procurement

By Council Member Young, II:

Resolved, That Contract No. **6002271-A1** referred to in the foregoing communication dated September 8, 2022, be hereby and is approved.

Adopted as follows:

Yeas — Council Members Benson, Durhal, III, Johnson, Santiago-Romero, Tate, Waters, Young, II and President Sheffield — 8.

Nays — None.

**Office of Contracting
and Procurement**

September 8, 2022

Honorable City Council:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

6002336 — 100% Capital Funding — AMEND 2 — To Provide an Extension of Time Only for Assistance with the Management of Capital Improvements and Related Services Needed to Re-Open Eastern Market Parking Garage and Ford Underground Garage — Contractor: Detroit Building Authority — Location: 1301 Third Street, Suite 328, Detroit, MI 48226 — Contract Period: October 22, 2022 through October 21, 2025 — Amended Contract Amount: \$0.00.

Municipal Parking.

*Total Contract Amount: \$5,000,000.00.
Previous Contract Period: October 22, 2019 through October 21, 2022.*

Respectfully submitted,

BOYSIE JACKSON

Chief Procurement Officer

Office of Contracting and Procurement
By Council Member Young, II:

Resolved, That Contract No. **6002336-A2** referred to in the foregoing communication dated September 8, 2022, be hereby and is approved.

Adopted as follows:

Yeas — Council Members Benson, Durhal, III, Johnson, Santiago-Romero, Tate, Waters, Young, II and President Sheffield — 8.

Nays — None.

**Office of the Chief Financial Officer
Office of Development and Grants**

August 29, 2022

Honorable City Council:

Re: Request to Accept and Appropriate the FY 2022 Airport Improvement Program Grant.

The Michigan Department of Transportation (MDOT) has awarded the City of Detroit Coleman A. Young Municipal Airport with the FY 2022 Airport Improvement Program Grant for a total of \$100,710.00. This grant was made possible through a Block Grant from the Federal Aviation Administration. The Federal share is \$100,710.00 of the approved amount, and there is a required MDOT match of \$5,595.00. There is also a local

match requirement of \$5,595.00. The total project cost is \$111,900.00.

The objective of the grant is to support airport and runway planning efforts. The funding allotted to the department will be utilized to conduct a Master Plan Study and produce an Airport Layout Plan (ALP) and narrative report. This is a reimburse-ment grant.

If approval is granted to accept and appropriate this funding, the appropriation number is 21147, with the match amount coming from appropriation number 27100.

I respectfully ask your approval to accept and appropriate funding in accordance with the attached resolution.

Respectfully submitted,

TERRI DANIELS

Director of Grants

Office of Development and Grants

STEVEN WATSON

Office of Budget

PAMELA PARRISH

Law Department

By Council Member Santiago-Romero:

Whereas, The Coleman A. Young Municipal Airport is requesting authorization to accept a grant of reimbursement from the Michigan Department of Transportation (MDOT), in the amount of \$100,710.00, to support airport and runway planning efforts and produce an Airport Layout Plan and narrative report; and

Whereas, This is a federal grant made possible through a Block Grant from the Federal Aviation Administration, and there is a required MDOT match of \$5,595.00 and a required local match of \$5,595.00; and

Whereas, The total award amount to the Coleman A. Young Municipal Airport is \$106,305.00; and

Whereas, The Law Department has approved the attached agreement as to form; and

Whereas, This request has been approved by the Office of Budget; now

Therefore, Be It Resolved, That the Director or Head of the Department is authorized to execute the grant agreement on behalf of the City of Detroit, and

Be It Further Resolved, That the Budget Director is authorized to establish Appropriation number 21147, which includes a cash match coming from appropriation 27100, in the amount of \$111,900.00, for the FY 2022 Airport Improvement Program Grant.

Contract No. 2022-0841

Federal Project No. B-26-0027-4218

**MICHIGAN DEPARTMENT
OF TRANSPORTATION
CITY OF DETROIT
CONTRACT FOR A
FEDERAL/STATE/LOCAL
AIRPORT PROJECT
UNDER THE BLOCK GRANT
PROGRAM**

This Contract is made and entered into

between the Michigan Department of Transportation (MDOT) and City of Detroit (SPONSOR) for the purpose of fixing the rights and obligations of the parties in agreeing to the following undertaking at the Coleman A. Young Municipal Airport, whose associated city is Detroit, Michigan, such undertaking (PROJECT) estimated in detail in Exhibit 1, dated July 20, 2022, attached hereto and made a part hereof.

PROJECT DESCRIPTION:

CONDUCT MP STUDY –

ALP & NARRATIVE REPORT

Recitals:

The PROJECT is eligible for federal funding under the federal Airport Improvement Program, pursuant to 49 USC 47101 *et seq.*, including 47128; and

MDOT has received a block grant from the Federal Aviation Administration (FAA) for airport development projects; and

MDOT is responsible for the allocation and management of block grant funds pursuant to the above noted act; and

Information required by 2 CFR Part 200 is attached to this Contract as Attachment X.

The parties agree that:

1. The term "PROJECT COST," as used herein, is defined in Attachment(s) 5, attached hereto and made a part hereof. The PROJECT COST may also include administrative costs incurred by MDOT in connection with the PROJECT.

THE SPONSOR WILL:

2. Enter into a contract with a consultant for each element of the PROJECT that requires expertise. The consultant will be selected in conformity with FAA Advisory Circular 150/5100-14. MDOT will select the consultant for each element of the PROJECT that involves preparation of environmental documentation. The SPONSOR will select the consultant for all other aspects of the PROJECT. All consultant contracts will be submitted to MDOT for review and approval. Any such approvals will not be construed as a warranty of the consultant's qualifications, professional standing, ability to perform the work being subcontracted, or financial integrity. The SPONSOR will neither award a consultant contract nor authorize the consultant to proceed prior to receiving written approval of the contract from MDOT. Any change to the consultant contract will require prior written approval from MDOT. In the event that the consultant contract is terminated, the SPONSOR will give immediate written notice to MDOT.

3. Make payment to MDOT for the SPONSOR's share of the PROJECT COSTS within thirty (30) days of the billing date. MDOT will not make payments for any PROJECT work prior to receipt of payment from the SPONSOR for the SPONSOR's share of that item of the PROJECT work.

Eligible PROJECT COSTS that are paid by the SPONSOR may be submitted for credit toward the SPONSOR's share of the PROJECT COST provided that they are submitted within one hundred eighty (180) days of the date the costs were incurred or within one hundred eighty (180) days of the date of award of this Contract by the parties, whichever is later. Documentation of the PROJECT COST will include copies of the invoices on which the SPONSOR will write the amounts paid, the check numbers, the voucher numbers, and the dates of the checks. Each invoice will be signed by an official of the SPONSOR as proof of payment. The amount of the SPONSOR billing will be reduced by the amount of the eligible credit, based on documentation submitted, provided it is submitted prior to the date of the billing. Should it be determined that the SPONSOR has been given credit for payment of ineligible items of work, the SPONSOR will be billed an amount to ensure that the SPONSOR share of PROJECT COSTS is covered.

The SPONSOR pledges sufficient funds to meet its obligations under this Contract.

4. With regard to audits and record-keeping:

a. The SPONSOR will establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Contract (RECORDS). Separate accounts will be established and maintained for all costs incurred under this Contract.

b. The SPONSOR will maintain the RECORDS for at least six (6) years from the date of final payment made by MDOT under this Contract. In the event of a dispute with regard to allowable expenses or any other issue under this Contract, the SPONSOR will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

c. MDOT or its representative may inspect, copy, scan, or audit the RECORDS at any reasonable time after giving reasonable notice.

d. If any part of the work is subcontracted, the SPONSOR will assure compliance with subsections (a), (b), and (c) above for all subcontracted work.

5. Provide and will require its subcontractors to provide access by MDOT or its representatives to all technical data, accounting records, reports, and documents pertaining to this Contract. Copies of technical data, reports, and other documents will be provided by the SPONSOR or its subcontractors to MDOT upon request. The SPONSOR agrees to permit representatives of MDOT to inspect the progress of all PROJECT work at any

reasonable time. Such inspections are for the exclusive use of MDOT and are not intended to relieve or negate any of the SPONSOR's obligations and duties contained in this Contract. All technical data, reports, and documents will be maintained for a period of six (6) years from the date of final payment.

6. In the performance of the PROJECT herein enumerated, by itself, by a subcontractor, or by anyone acting on its behalf, comply with any and all applicable state, federal, and local statutes, ordinances, and regulations. The SPONSOR further agrees to obtain all permits that are applicable to the entry into and the performance of this Contract.

The SPONSOR agrees to comply with the General Conditions and Special Conditions set forth in Appendix F, the FAA Assurances, and the FAA Advisory Circulars, attached hereto and made part hereof.

In addition, the SPONSOR agrees to accomplish the PROJECT in compliance with all applicable FAA Sponsor Certifications.

7. The SPONSOR agrees that the costs reported to MDOT for this Contract will represent only those items that are properly chargeable in accordance with this Contract. The SPONSOR also certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.

MDOT WILL:

8. Bill the SPONSOR for the SPONSOR's share of the estimated PROJECT COST.

9. Upon receipt of payment requests approved by the SPONSOR, make payment for eligible PROJECT COSTS. MDOT will seek reimbursement from the FAA through the block grant issued to MDOT for funds expended on eligible PROJECT COSTS.

MDOT will not make payment for any PROJECT work prior to receipt of payment from the SPONSOR for the SPONSOR's share of that item of PROJECT work.

10. Make final accounting to the SPONSOR upon completion of the PROJECT, payment of all PROJECT COSTS, and completion of necessary audits. Any excesses or deficiencies will be returned or billed to the SPONSOR.

IT IS FURTHER AGREED THAT:

11. The PROJECT COST participation is estimated to be as shown below and as shown in the attached Exhibit 1. The PROJECT COST participation shown in Exhibit 1 is to be considered an estimate. The actual MDOT, FAA, and SPONSOR shares of the PROJECT COST will be determined at the time of financial closure of the FAA grant.

Federal Share	\$100,710
Maximum MDOT Share	\$5,595
SPONSOR Share	<u>\$5,595</u>
<i>Estimated PROJECT COST</i>	<i>\$111,900</i>

12. The PROJECT COST may be met in part with federal funds granted to MDOT by the FAA through the block grant program and in part with MDOT funds. Upon final settlement of the costs, the federal funds will be applied to the federally-funded parts of this Contract at a rate not to exceed ninety-five percent (95%) up to and not to exceed the maximum federal obligation shown in Section 11 or the revised maximum federal obligation set forth in a budget letter, as set forth in Section 13. Those parts beyond the federal funding maximum may be eligible for state funds at a rate not to exceed ninety percent (90%) up to and not to exceed the maximum MDOT obligation shown in Section 11.

For portions of the PROJECT for which only MDOT and SPONSOR funds will be applied to the final settlement, MDOT funds will be at a rate not to exceed ninety percent (90%), and the total MDOT funds applied toward the PROJECT COST may be up to but will not exceed the maximum MDOT obligation shown in Section 11 or the revised maximum MDOT obligation set forth in a budget letter, as set forth in Section 13. Any items of PROJECT COST not funded by FAA or MDOT funds will be the sole responsibility of the SPONSOR.

Alternatively, the PROJECT COST may be met in whole with federal funds granted to MDOT by the FAA through the block grant program. Upon final settlement of the costs, the federal funds will be applied to one hundred percent (100%) of the PROJECT COSTS up to and not to exceed the maximum federal obligation shown in Section 11 or the revised maximum federal obligation set forth in a budget letter, as set forth in Section 13.

MDOT funds in this Contract made available through legislative appropriation are based on projected revenue estimates. MDOT may reduce the amount of this Contract if the revenue actually received is insufficient to support the appropriation under which this Contract is made.

13. The PROJECT COST shown in Section 11 is the maximum obligation of MDOT and federal funds under this Contract. The maximum obligation of MDOT and federal funds may be adjusted to an amount less than the maximums shown in Section 11 through a budget letter issued by MDOT. A budget letter will be used when updated cost estimates for the PROJECT reflect a change in the amount of funds needed to fund all PROJECT COSTS. The budget letter will be signed by the Manager of the Airport Development Section of the Office of Aeronautics.

A budget letter will also be used to add or delete work items from the PROJECT description, provided that the costs do not exceed the maximum obligations shown in Section 11. If the total amount of the PROJECT COST exceeds the maximum obligations shown in Section 11, the PROJECT scope will have to be reduced or a written amendment to this Contract to provide additional funds will have to be awarded by the parties before the work is started.

14. In the event it is determined by MDOT that there will be either insufficient funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, MDOT, prior to advertising or authorizing work performance, may cancel the PROJECT or any portion thereof by giving written notice to the SPONSOR. In the event this occurs, this Contract will be void and of no effect with respect to the canceled portion of the PROJECT. Any SPONSOR deposits on the canceled portion less PROJECT COSTS incurred on the canceled portions will be refunded following receipt of a letter from the SPONSOR requesting that excess funds be returned or at the time of financial closure, whichever comes first.

15. In the event that an audit performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, MDOT will promptly submit to the SPONSOR a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to the SPONSOR at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the SPONSOR will (a) respond in writing to the responsible Bureau of MDOT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to MDOT a written explanation as to any questioned or no opinion expressed item of expense (RESPONSE). The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the SPONSOR may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Contract. The SPONSOR agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to finally disallow any items of questioned or no opinion expressed cost.

MDOT will make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If MDOT determines that an overpayment has been made to the SPONSOR, the SPONSOR will repay that amount to MDOT or reach agreement with MDOT on a repayment schedule within thirty (30) days after the date of an invoice from MDOT. If the SPONSOR fails to repay the overpayment or reach agreement with MDOT on a repayment schedule within the thirty (30) day period, the SPONSOR agrees that MDOT will deduct all or a portion of the overpayment from any funds then or thereafter payable by MDOT to the SPONSOR under this Contract or any other agreement or payable to the SPONSOR under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by MDOT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The SPONSOR expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest MDOT's decision only as to any item of expense the disallowance of which was disputed by the SPONSOR in a timely filed RESPONSE.

16. Failure on the part of the SPONSOR to comply with any of the conditions of this Contract may be considered cause for placing the SPONSOR in a state of noncompliance, thereby making the SPONSOR ineligible for future federal and/or state funds until such time as the noncompliance issues are resolved. In addition, this failure may constitute grounds for cancellation of the PROJECT and/or repayment of all grant amounts on a pro rata basis, if the PROJECT has begun. In this section, pro rata means proration of the cost of the PROJECT over twenty (20) years if the PROJECT has not yet begun.

17. Any approvals, acceptances, reviews, and/or inspections of any nature by MDOT will not be construed as warranties or assumptions of liability on the part of MDOT. It is expressly understood and agreed that any such approvals, acceptances, reviews, and/or inspections are for the sole and exclusive purposes of MDOT, which is acting in a governmental capacity under this Contract, and that such approvals, acceptances, reviews,

and/or inspections are a governmental function incidental to the PROJECT under this Contract.

Any approvals, acceptances, reviews, and/or inspections by MDOT will not relieve the SPONSOR of its obligations hereunder, nor are such approvals, acceptances, reviews, and/or inspections by MDOT to be construed as warranties as to the propriety of the SPONSOR's performance but are undertaken for the sole use and information of MDOT.

18. With regard to nondiscrimination and Disadvantaged Business Enterprise (DBE) requirements:

a. In connection with the performance of PROJECT work under this Contract, the SPONSOR (hereinafter in Appendix A referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, dated June 2011, attached hereto and made a part hereof. The SPONSOR (hereinafter in Appendix B referred to as the "contractor") further agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 USC Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the United States Department of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix B, attached hereto and made a part hereof. These provisions will be included in all subcontracts relating to this Contract.

b. The SPONSOR will carry out the applicable requirements of MDOT's DBE program and 49 CFR Part 26, including, but not limited to, those requirements set forth in Appendix C, dated October 1, 2005, attached hereto and made a part hereof.

19. The SPONSOR agrees to require all prime contractors to pay each subcontractor for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the prime contractor receives from MDOT or the SPONSOR. The prime contractor also is required to return retainage payments to each subcontractor within ten (10) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from these time frames may occur only upon receipt of written approval from MDOT. These requirements are also applicable to all sub-tier subcontractors and will be made a part of all subcontract agreements.

This prompt payment provision is a requirement of 49 CFR, Part 26, as amended, and does not confer third-party beneficiary right or other direct right to a subcontractor against MDOT. This provision applies to both DBE and non-DBE subcontractors.

The SPONSOR further agrees that it will comply with 49 CFR, Part 26, as amended, and will report any and all DBE subcontractor payments to MDOT with each invoice in the format set forth in Appendix G, dated September 2015, attached hereto and made a part hereof, or any other format acceptable to MDOT.

20. In accordance with 1980 PA 278, MCL 423.321 *et seq.*, the SPONSOR, in the performance of this Contract, will not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) separate occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC 158. MDOT may void this Contract if the name of the SPONSOR or the name of a subcontractor, manufacturer, or supplier utilized by the SPONSOR in the performance of this Contract subsequently appears in the register during the performance period of this Contract.

21. With regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract, the SPONSOR hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT due to any violation of 15 USC, Sections 1-15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT.

The SPONSOR shall require any subcontractors to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract due to any violation of 15 USC, Sections 1-15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT as a third-party beneficiary.

The SPONSOR shall notify MDOT if it becomes aware that an antitrust violation with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract may have occurred or is threatened to occur. The SPONSOR shall also notify MDOT if it becomes aware of any person's intent to commence, or of commencement of, an antitrust action with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract.

22. In any instance of dispute and/or litigation concerning the PROJECT, the resolution thereof will be the sole responsibility of the party/parties to the contract that is/are the subject of the controversy. It is understood and agreed that any legal representation of the SPONSOR in any dispute and/or litigation will be the financial responsibility of the SPONSOR.

23. MDOT and the FAA will not be subject to any obligations or liabilities by contractors of the SPONSOR or their subcontractors or any other person not a party to this Contract without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

24. Each party to this Contract will remain responsible for any claims arising out of that party's performance of this Contract, as provided by this Contract or by law.

This Contract is not intended to increase or decrease either party's liability for or immunity from tort claims.

This Contract is not intended to give, nor will it be interpreted as giving, either party a right of indemnification, either by Contract or at law, for claims arising out of the performance of this Contract.

25. This Contract will be in effect from the date of award (the date of the final signature) through twenty (20) years.

26. In case of any discrepancies between the body of this Contract and any exhibit hereto, the body of the Contract will govern.

27. This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of the SPONSOR and MDOT and upon adoption of a resolution approving said Contract and authorizing the signature(s) thereto of the respective representative(s) of the SPONSOR, a certified copy of which resolution will be sent to MDOT with this Contract, as applicable.

CITY OF DETROIT

By: _____
Authorized Signer

MICHIGAN DEPARTMENT OF
TRANSPORTATION

By: _____
Title: Department Director

Adopted as follows:

Yeas — Council Members Benson, Durhal, III, Johnson, Santiago-Romero, Tate, Waters, Young, II and President Sheffield — 8.

Nays — None.

*WAIVER OF RECONSIDERATION
(No. 11) Per motions before adjournment.

RESOLUTIONS

**RESOLUTION CANCELING THE
INTERNAL OPERATIONS
STANDING COMMITTEE**

By Council Member Johnson:

RESOLVED, The Detroit City Council hereby cancels the Internal Operations Standing Committee scheduled for Wednesday, September 28, 2022, in order to attend the 2022 Congressional Black Caucus's Annual Legislative Conference.

Adopted as follows:

Yeas — Council Members Benson, Durhal, III, Johnson, Santiago-Romero, Tate, Waters, Young, II and President Sheffield — 8.

Nays — None.

**RESOLUTION CANCELING THE
BUDGET, AUDIT AND
FINANCE STANDING COMMITTEE**

By Council Member Johnson:

RESOLVED, The Detroit City Council hereby cancels the Budget, Audit and Finance Standing Committee scheduled for Wednesday, September 28, 2022, in order to attend the 2022 Congressional Black Caucus's Annual Legislative Conference.

Adopted as follows:

Yeas — Council Members Benson, Durhal, III, Johnson, Santiago-Romero, Tate, Waters, Young, II and President Sheffield — 8.

Nays — None.

**RESOLUTION CANCELING THE
NEIGHBORHOOD AND COMMUNITY
SERVICES STANDING COMMITTEE**

By Council Member Johnson:

RESOLVED, The Detroit City Council hereby cancels the Neighborhood and Community Services Standing Committee scheduled for Thursday, September 29, 2022, in order to attend the 2022 Congressional Black Caucus's Annual Legislative Conference.

Adopted as follows:

Yeas — Council Members Benson, Durhal, III, Johnson, Santiago-Romero, Tate, Waters, Young, II and President Sheffield — 8.

Nays — None.

**RESOLUTION CANCELING THE
PLANNING AND
ECONOMIC DEVELOPMENT
STANDING COMMITTEE**

By Council Member Johnson:

RESOLVED, The Detroit City Council hereby cancels the Planning and Economic Development Standing Committee scheduled for Thursday, September 29, 2022, in order to attend the 2022 Congressional Black Caucus's Annual Legislative Conference.

Adopted as follows:

Yeas — Council Members Benson, Durhal, III, Johnson, Santiago-Romero, Tate, Waters, Young, II and President Sheffield — 8.

Nays — None.

**PRESIDENT'S REPORT ON
STANDING COMMITTEE REFERRALS
AND OTHER MATTERS****INTERNAL OPERATIONS
STANDING COMMITTEE**

By ALL COUNCIL MEMBERS:

THE FOLLOWING ITEMS ARE TO BE REFERRED TO THE INTERNAL OPERATIONS STANDING COMMITTEE:

LAW DEPARTMENT

1. Submitting reso. autho. Scheduling a Closed Session for Tuesday, October 4, 2022 at 2:00 p.m. regarding Request for Legal Representation and Indemnification of Resigned Detroit Police Officer Lamar Williams. **(The Law Department submitted a privileged and confidential memorandum, dated January 26, 2022, recommending that this Honorable Council deny the Request for Legal Representation and Indemnification of Resigned Detroit Police Officer Lamar Williams in the lawsuit of Bernice O'Bryant vs. City of Detroit et al.; Civil Action Case No. 21-10321.)**

2. Submitting reso. autho. Scheduling a Closed Session for Tuesday, October 4, 2022 at 2:30 p.m. regarding Request for Legal Representation and Indemnification of Detroit Police Officer Teaira Funderberg. **(The Law Department submitted a privileged and confidential memorandum, dated June 9, 2022, recommending that this Honorable Council deny the Request for Legal Representation and Indemnification of Detroit Police Officer Teaira Funderberg in the lawsuit of Melissa Connelly vs. City of Detroit et al.; Civil Action Case No. 22-003624-NI).**

Adopted as follows:

Yeas — Council Members Benson, Durhal, III, Johnson, Santiago-Romero, Tate, Waters, Young, II and President Sheffield — 8.

Nays — None.

**NEIGHBORHOOD AND COMMUNITY
SERVICES STANDING COMMITTEE**

By ALL COUNCIL MEMBERS:

THE FOLLOWING ITEMS ARE TO BE REFERRED TO THE NEIGHBORHOOD AND COMMUNITY SERVICES STANDING COMMITTEE:

**OFFICE OF THE CHIEF FINANCIAL
OFFICER/OFFICE OF
DEVELOPMENT AND GRANTS**

1. Submitting reso. autho. Request to Accept and Appropriate the Voters Not Politicians Education Fund Grant. **(Voters Not Politicians has awarded the City of**

Detroit General Services Department with the Voters Not Politicians Education Fund Grant for a total of \$80,000.00. There is no match requirement. The total project cost is \$80,000.00.)

MISCELLANEOUS

2. Council President Mary Sheffield

Submitting memorandum relative to Request for Specification Report of License Plate Readers.

Adopted as follows:

Yeas — Council Members Benson, Durhal, III, Johnson, Santiago-Romero, Tate, Waters, Young, II and President Sheffield — 8.

Nays — None.

PLANNING AND ECONOMIC DEVELOPMENT STANDING COMMITTEE

By ALL COUNCIL MEMBERS:

THE FOLLOWING ITEM(S) ARE TO BE REFERRED TO THE PLANNING AND ECONOMIC DEVELOPMENT STANDING COMMITTEE:

HOUSING AND REVITALIZATION DEPARTMENT

1. Submitting reso. autho. Request a Public Hearing on the Establishment of a Neighborhood Enterprise Zone as requested by 5440 Cass, LLC in the area of 5440 Cass, Detroit, MI in accordance with Public Act 147 of 1992.

2. Submitting reso. Autho. Resolution Correcting a previous application for a Speculative Building Designation Request on behalf of NP Conner Avenue Industrial, LLC, in the area of 9501 Conner Street, Detroit, Michigan, in Accordance with Public Act 198 of 1974. **(Petition #1329) (On September 17, 2020, the City of Detroit received an application for establishment of an Industrial Development District from NP Conner Avenue Industrial LLC ("Developer") in the vicinity of Gratiot, Conner, Devine and Corbett Avenue, Detroit, Michigan, and City of Detroit staff began the internal review process for said application. On Thursday, November 3, 2020, after completing an internal review, a public hearing in connection with approving an Industrial Development District on behalf of the City of Detroit was held before your Honorable Body's Planning and Economic Development Standing Committee. After said public hearing on November 3, 2020, Detroit City Council authorized creation of an Industrial Development District on November 4, 2020.)**

PLANNING AND DEVELOPMENT DEPARTMENT

3. Submitting reso. autho. Acquisition of 9041 Alpine from Roselawn Acquisition Company, LLC in Exchange for 10665 W. Grand River. **(The City of Detroit, Planning and Development Department ("P&DD") has received an offer from**

Roselawn Acquisition Company, LLC, a Michigan limited liability company, to acquire certain City-owned real property at 10665 W. Grand River (the "Transfer Property") in exchange for a part of 9041 Alpine (the "Alpine Property"). The Alpine Property will be utilized by the City as part of the Joe Louis Greenway Project.)

4. Submitting reso. autho. Property Sale of 12801 Linwood. **(The City of Detroit, Planning and Development Department ("P&DD") has received an offer from Sterling Brown (the "Purchaser"), to purchase certain City-owned real property at 12801 Linwood (the "Property") for the purchase price of Three Thousand Eight Hundred and 00/100 Dollars (\$3,800.00).)**

5. Submitting reso. autho. Property Sale of 17408 Mackay. **(The City of Detroit, Planning and Development Department ("P&DD") has received an offer from Shaina Hale (the "Purchaser"), to purchase certain City-owned real property at 17408 Mackay (the "Property") for the purchase price of Nine Thousand Five Hundred and 00/100 Dollars (\$9,500.00).)**

6. Submitting report relative to Community Outreach Report for the Greater Warren/Conner Neighborhood Framework.

Adopted as follows:

Yeas — Council Members Benson, Durhal, III, Johnson, Santiago-Romero, Tate, Waters, Young, II and President Sheffield — 8.

Nays — None.

PUBLIC HEALTH AND SAFETY STANDING COMMITTEE

By ALL COUNCIL MEMBERS:

THE FOLLOWING ITEM(S) ARE TO BE REFERRED TO THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE:

OFFICE OF CONTRACTING AND PROCUREMENT

1. Submitting reso. autho. **Contract No. 6004746 — 100% Major Street Funding — To Provide U-Channel Steel Signposts and Anchors for the Installation and Maintenance of Various Traffic Control Signs — Contractor: MD Solutions, Inc. — Location: 8225 Estates Parkway, Plain City, OH 43064 — Contract Period: Upon City Council Approval through December 13, 2023 — Total Contract Amount: \$433,200.00. Public Works.**

OFFICE OF THE CHIEF FINANCIAL OFFICER/OFFICE OF DEVELOPMENT AND GRANTS

2. Submitting reso. autho. Request to Accept an increase in appropriation for the Ending the HIV Epidemic: A Plan for America — Ryan e HIV/AIDS Program Parts A and B. **(The U.S. Department of Health and Human Services has awarded an increase in appropriation to the City of Detroit Health Depart-**

ment for the Ending the HIV Epidemic: A Plan for America Ryan White HIV/AIDS Program Parts A and B Grant, in the amount of \$1,472,582.00. This funding will increase appropriation 20780.)

MISCELLANEOUS

3. Council Member Angela Whitfield-Calloway Requesting Information regarding Detroit Cannabis Project.

4. Council Member Angela Whitfield-Calloway Requesting Information Relative to Police Towing Contracts.

Adopted as follows:

Yeas — Council Members Benson, Durhal, III, Johnson, Santiago-Romero, Tate, Waters, Young, II and President Sheffield — 8.

Nays — None.

WALK-ONS

Permit

By Council Member Young, II:

Resolved, The Media Services Department, Special Events Office is hereby authorized and directed to issue permits to Historic Trinity Lutheran Church, or their assigns to host their annual Lutherfest from 6:00 p.m. - 11:00 p.m.; with members, family and friends and provide food, drinks, live entertainment

Provided, That there will be DPD will Provide Special Attention; Contracted with Historic Trinity Security to Provide Private Security Services; and be it further

Provided, That there will be BSEED Permits Required for Tents, Staging and Generators; and be it further

Provided, That there will be a business License and Liquor License obtained following City Council approval; and be it further

Provided, That all necessary permits must be obtained prior to the event. If permits are not obtained, departments can enforce closure of event.

Adopted as follows:

Yeas — Council Members Benson, Durhal, III, Johnson, Santiago-Romero, Tate, Waters, Young, II and President Sheffield — 8.

Nays — None.

WAIVER OF RECONSIDERATION
(No. 12) Per motions before adjournment.

Permit

By Council Member Young, II:

Resolved, The Media Services Department, Special Events Office is hereby authorized and directed to issue permits to Huntington Bank, or their assigns to host the Huntington Bank Tower Grand Opening from 10:00 a.m. - 2:00 p.m.; with performances from the Motown Museum, Cass Tech Marching Band and food trucks for attendees and unlicensed citizens.

Provided, That there will be DPD will Provide Attention; and be it further

Provided, That there will be ROW Permit Required and Type III Barricades Required; and be it further

Provided, That there will be Permits Required for Tents, Stages and Generators; and be it further

Provided, That there will be Business License Required; and be it further

Provided, That there will be No Parking Signs Required; and be it further

Provided, That all necessary permits must be obtained prior to the event. If permits are not obtained, departments can enforce closure of event.

Adopted as follows:

Yeas — Council Members Benson, Durhal, III, Johnson, Santiago-Romero, Tate, Waters, Young, II and President Sheffield — 8.

Nays — None.

WAIVER OF RECONSIDERATION
(No. 13) Per motions before adjournment.

Permit

By Council Member Young, II:

Resolved, The Media Services Department, Special Events Office is hereby authorized and directed to issue permits to Wayne State University Research & Technology, or their assigns to host TechTown Detroit's Toast of the Town from 4:00 p.m. - 9:00 p.m.; with vendors, food, drinks and music.

Provided, That there will be DPD will Provide Special Attention; Contracted with Miller Protection Services to Provide Private Security; and be it further

Provided, That there will be DPW ROW Permit Required and Type III Barricades Required; and be it further

Provided, That there will be BSEED Permits Required for Tents, Staging & Generators; and be it further

Provided, That there will be Municipal Parking No Parking Signs Required; and be it further

Provided, That there will be a business License and Liquor License obtained following City Council approval; and be it further

Provided, That all necessary permits must be obtained prior to the event. If permits are not obtained, departments can enforce closure of event.

Adopted as follows:

Yeas — Council Members Benson, Durhal, III, Johnson, Santiago-Romero, Tate, Waters, Young, II and President Sheffield — 8.

Nays — None.

WAIVER OF RECONSIDERATION
(No. 14) Per motions before adjournment.

Permit

By Council Member Young, II:

Resolved, The Media Services Department, Special Events Office is hereby authorized and directed to issue permits to Detroit City FC, or their assigns to host

the The Market: 2nd Annual Black Business Expo from 10:00 a.m. - 7:00 p.m.; with local businesses from the Metro Detroit Black Business Alliance in conjunction with Black Star to dedicate growing soccer in Black communities.

Provided, That there will be DPD will Provide Special Attention; Contracted with City Shield to Provide Private Security Services; and be it further

Provided, That there will be a business License obtained following City Council approval; and be it further

Provided, That all necessary permits must be obtained prior to the event. If permits are not obtained, departments can enforce closure of event.

Adopted as follows:

Yeas — Council Members Benson, Durhal, III, Johnson, Santiago-Romero, Tate, Waters, Young, II and President Sheffield — 8.

Nays — None.

WAIVER OF RECONSIDERATION
(No. 15) Per motions before adjournment.

Permit

By Council Member Young, II:

Resolved, The Media Services Department, Special Events Office is hereby authorized and directed to issue permits to Detroit Opera House, or their assigns to host their annual Forbes 30 Under 30 from 8:00 a.m. - 5:00 p.m.; with food, drinks, seminars and live entertainment.

Provided, That there will be DPD will Provide Special Attention; Contracted with to Provide Private Security; and be it further

Provided, That there will be BSEED Permits Required for Tents, Staging and Generators; and be it further

Provided, That there will be Municipal Parking No Parking Signs Required; and be it further

Provided, That there will be a business License and Liquor License obtained following City Council approval; and be it further

Provided, That all necessary permits must be obtained prior to the event. If permits are not obtained, departments can enforce closure of event.

Adopted as follows:

Yeas — Council Members Benson, Durhal, III, Johnson, Santiago-Romero, Tate, Waters, Young, II and President Sheffield — 8.

Nays — None.

WAIVER OF RECONSIDERATION
(No. 16) Per motions before adjournment.

CONSENT AGENDA

NONE.

MEMBER REPORTS

Council Members Young, Johnson, Waters, Santiago-Romero, Durhal, III, Young, II and President Sheffield gave brief reports.

ADOPTION WITHOUT COMMITTEE REFERENCE

NONE.

COMMUNICATIONS FROM THE CLERK

September 20, 2022

This is to report for the record that, in accordance with the City Charter, the portion of the proceedings of September 6, 2022, on which reconsideration was waived, was presented to His Honor, the Mayor, for approval on September 7, 2022, and same was approved on September 14, 2022.

Also, that the balance of the proceedings of September 6, 2022 was presented to His Honor, the Mayor, on September 12, 2022 and same was approved on September 19, 2022.

Placed on file.

TESTIMONIAL RESOLUTIONS AND SPECIAL PRIVILEGE

NONE.

And the Council then adjourned.

MARY SHEFFIELD
President

JANICE M. WINFREY
City Clerk

(All resolutions and/or ordinances except Resolutions of Testimonial or In Memoriam, are generally in the name of the Council Member who was chairperson of the day of the City Council Meeting on which the resolution was introduced.)

CITY COUNCIL

(REGULAR SESSION)

(All action of the City Council appearing herein is subject to reconsideration and/or approval of the Mayor.)

Detroit, Tuesday, September 27, 2022

Pursuant to adjournment, the City Council met at 10:00 a.m., and was called to order by President Mary Sheffield.

Present — Council Members Benson, Durhal, III, Johnson, Santiago-Romero, Tate, Waters, Whitfield-Calloway and President Sheffield — 8.

There being a quorum present, the City Council was declared to be in session.

Invocation Given By:
Reverend Doctor Jill Zundel
Senior Pastor
Central United Methodist Church
23 E. Adams Avenue
Detroit, Michigan 48226

The Journal of the Session of Tuesday, September 13, 2022 was approved.

RECONSIDERATIONS

NONE.

UNFINISHED BUSINESS

NONE.

PRESIDENT'S REPORT ON STANDING COMMITTEE REFERRALS AND OTHER MATTERS

BUDGET, FINANCE AND AUDIT STANDING COMMITTEES

By ALL COUNCIL MEMBERS:

THE FOLLOWING ITEMS ARE BEING REFERRED TO THE BUDGET, FINANCE, AND AUDIT STANDING COMMITTEE:

OFFICE OF THE CITY CLERK/CITY PLANNING COMMISSION

1. Submitting reso. autho. Neighborhood Enterprise Zone Certificate Applications for the new construction of 64 for-sale townhome units and the rehabilitation of 1 existing building into a for-sale townhome located in the Woodbridge Estates Neighborhood Enterprise Zone area. (RECOMMEND APPROVAL) (The office of the City Planning Commission (CPC) has received 65 applications requesting Neighborhood Enterprise Zone (NEZ) certificates for the new construction of 64 for-sale townhome units and the rehabilitation of 1 existing building into a for-sale townhome.)

2. Submitting reso. autho. Neighborhood Enterprise Zone Certificate Application for the construction of a new 67 unit multi-family mixed-use building at 900

Tuscola Street in the Midtown West Neighborhood Enterprise Zone area. (RECOMMEND APPROVAL) (The Office of the City Clerk forwarded to the City Planning Commission (CPC) staff an application requesting a Neighborhood Enterprise Zone (NEZ) certificate for the construction of a new 5-story multi-family building 900 Tuscola with 67 rental apartments and one commercial/retail space.)

LEGISLATIVE POLICY DIVISION

3. Submitting report relative to American Rescue Plan Act (ARPA) Funds Status as of July 31, 2022. (This report is intended to give your Honorable Body an appropriation level status as of July 31, 2022, of the American Rescue Plan Act (ARPA) funds that the City of Detroit was awarded by the U.S. Department of Treasury.)

4. Submitting report relative to American Rescue Plan Act (ARPA) Funds Status as of June 30, 2022. (This report is intended to give your Honorable Body an appropriation level status as of June 30, 2022, of the American Rescue Plan Act (ARPA) funds that the City of Detroit was awarded by the U.S. Department of Treasury.)

Adopted as follows:

Yeas — Council Members Benson, Durhal, III, Johnson, Santiago-Romero, Tate, Waters, Whitfield-Calloway and President Sheffield — 8.

Nays — None.

INTERNAL OPERATIONS STANDING COMMITTEE

By ALL COUNCIL MEMBERS

THE FOLLOWING ITEMS ARE TO BE REFERRED TO THE INTERNAL OPERATIONS STANDING COMMITTEE:

LAW DEPARTMENT

1. Submitting reso. autho. **Settlement** in lawsuit of Deborah Howard vs. City of Detroit; File No. 13884, LE-007430, PSB, A47000, and in the amount of (\$24,500.00) in full payment for any and all claims which Deborah Howard may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained.

2. Submitting reso. autho. **Settlement** in lawsuit of Devon Lott and Select Specialists LLC vs. Crystal Henderson and City of Detroit; Case Number 20-011925-NI File Number: L20-00746 (AA) (A20000) (DDOT) in favor of Devon Lott and HIS attorneys, Wigod & Falzon, P.C. in the amount of (\$44,000.00); and Select Specialists LLC and Their attorneys Makki Law, PLLC, P.C. in the amount of (\$10,000.00), in full payment for any and all claims which Devon Lott and Select Specialists LLC may have against the City of Detroit and any other City of Detroit

employees by reason of alleged injuries sustained on or about July 29, 2019.

3. Submitting reso. autho. **Settlement** in lawsuit of Foulks, Joe Louis vs. City of Detroit *et al.*; Case No. 20-10302, File No. L20-00470 (SVD) A37000 (Police Department) in the amount of (\$37,500.00) in full payment for any and all claims which Joe Louis Foulks may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about December 25, 2017.

HUMAN RESOURCES/LABOR RELATIONS DIVISION

4. Submitting reso. autho. 2023 Medical, Dental and Vision Plan Rate Schedule for City of Detroit Employee. (**Medical, Dental and Vision companies that provide benefits to active City of Detroit employees and their eligible dependents have submitted rates to be in effect January 1, 2023. The Employee Benefit Plan Governing Board has examined these rates and certified them by Resolution.**)

Adopted as follows:

Yeas — Council Members Benson, Durhal, III, Johnson, Santiago-Romero, Tate, Waters, Whitfield-Calloway and President Sheffield — 8.
Nays — None.

NEIGHBORHOOD AND COMMUNITY SERVICES STANDING COMMITTEE

By ALL COUNCIL MEMBERS

THE FOLLOWING ITEM IS TO BE REFERRED TO THE NEIGHBORHOOD AND COMMUNITY SERVICES STANDING COMMITTEE:

OFFICE OF CONTRACTING AND PROCUREMENT

1. Submitting reso. autho. Please be advised that the Contract listed Below is Changing Contract Ownership from G4S Secure Solutions USA, Inc. to Allied Universal.

Original Contract:

Contract No. 6002474 — 100% City Funding — To Provide Security Guard Services at 36th District — Contractor: G4S Secure Solutions USA, Inc. — Location: 22670 Haggerty Road, Farmington Hills, MI 48335 — Contract Period: Upon City Council Approval through November 30, 2024 — Total Contract Amount: \$20,806,988.80. **General Services.**

Assignment:

Contract No. 6002474 — 100% City Funding — To Provide Security Guard Services at 36th District — Contractor: Allied Universal — Location: 1000 Town Center, Suite 2430, Southfield, MI 48075 — Contract Period: Upon City Council Approval through November 30, 2024 — Total Contract Amount: \$20,806,988.80. **General Services.**

Adopted as follows:

Yeas — Council Members Benson, Durhal, III, Johnson, Santiago-Romero, Tate, Waters, Whitfield-Calloway and President Sheffield — 8.

Nays — None.

PLANNING AND ECONOMIC DEVELOPMENT STANDING COMMITTEE

By ALL COUNCIL MEMBERS

THE FOLLOWING ITEMS ARE BEING REFERRED TO THE PLANNING AND ECONOMIC DEVELOPMENT STANDING COMMITTEE:

PLANNING AND DEVELOPMENT DEPARTMENT

1. Submitting reso. autho. Property Sale of 16129, 16135, and 16139 Meyers, Detroit, MI 48235. (**The City of Detroit, Planning and Development Department ("P&DD") has received an offer from H.E.A.R.T. (Helping Elevate Addiction Rehabilitation Together) (the "Purchaser"), a Michigan nonprofit corporation, to purchase certain City-owned real property at 16129, 16135, and 16139 Meyers (the "Properties") for the purchase price of Thirty-Two Thousand and 00/100 Dollars (\$32,000.00).**)

2. Submitting reso. autho. Property Sale of 8933 Kercheval, Detroit, MI 48214. (**The City of Detroit, Planning and Development Department ("P&DD") has received an offer from 8933 Kercheval, LLC (the "Purchaser"), a Michigan limited liability company, to purchase certain City-owned real property at 8933 Kercheval (the "Property") for the purchase price of One-Hundred Thousand and 00/100 Dollars (\$100,000.00).**)

Adopted as follows:

Yeas — Council Members Benson, Durhal, III, Johnson, Santiago-Romero, Tate, Waters, Whitfield-Calloway and President Sheffield — 8.

Nays — None.

OTHER VOTING MATTERS

NONE.

COMMUNICATIONS FROM MAYOR AND OTHER GOVERNMENTAL OFFICIALS AND AGENCIES

NONE.

Council Member Young, II joined the Meeting — 9.

PUBLIC COMMENT

- Nancy Verna
- Andre James
- Eric Williams
- Alexandria Hues
- Gloria Flag
- Aletha O'Neal
- Doris Toppin
- Henrietta Ivy
- Tanisha Sanders

- Dre Otis
- Mrs. Adolph
- Sandra Turner-Handy
- Anthony Smith
- Johnntae Whitters
- James Smith
- Able Jones
- Dez Squire
- Mr. Clark
- Mr. Galegos
- Yvonne Elvaretta
- Demetrious N.
- Gabriela Dresdner
- Romus Madude
- Adul Rod
- Deray Ali
- Nancy Parker
- Sheba Rogers
- Jacquelin Quavus
- Theresa Bridges
- Malik Shelton
- Sabrina Levene
- Mr. Nasser
- Jenifer Williams
- Nasr
- Ms. Jenkins
- Ms. Jones
- Ms. Vanessa
- Tyshay
- Pastor Moe
- Ms. Hollis
- Joan B.
- Sophie Lusk
- Mr. Ali Golee
- Overwith
- Ms. Ruby Riley
- Alvin Stokes
- Katea Moreno
- Paul Jones, III
- Yvonne Jones
- Karen Hammer
- Joyce Moore
- Tidiane Samb
- Kea Mathis
- Tawana Petty
- Brodrick Wilks
- Annie Beaubien
- Janai Frazier
- Tahira Pad
- Renard Monczunski
- Minister Eric Blount
- Krystal Nikol
- Frank Hammer
- Andre McAfee
- Christopher Gilmer-Hill
- Caller #1313****044
- Rukiya Coven
- You Matter
- Ellie Koclsch
- Evan Villeneuve
- Michael Lamont Cunningham
- William M. Davis
- Marita
- Sammie Lewis
- Peggy Noble
- Ya Ya the Healer
- Malik Shabazz
- Tami Stanko
- Frank Aldrick

- Alex
- A. Johnson
- Sevyn
- James Jackson
- Annie O'Byrne
- Dawud Walid
- Kim Sherobbi
- Denise Lyles
- Virginia Park Community
- Ash
- Call-In User_2
- Betty Avonna
- Rawan Shihab
- Michelle
- Stacy Varner
- Marcia Spivey
- Kenia Jones Sims
- Carmela McTyre
- Bobbi Johnson
- Robert Pawlowski
- Cookie Cornerstone

STANDING COMMITTEE REPORTS

BUDGET, FINANCE, AND AUDIT STANDING COMMITTEE

Office of the City Clerk

September 12, 2022

Honorable City Council

Re: Application for Neighborhood Enterprise Zone Certificate for East Grand Boulevard.

On October 21, 1992, your Honorable Body established Neighborhood Enterprise Zones. I am in receipt of one (1) application for a Neighborhood Enterprise Zone Certificate. This applications have been reviewed and recommended for approval by the City Planning Commission, a copy of which is attached. Therefore, the attached Resolution, if adopted by your Honorable Body, will approve this application.

Respectfully submitted,

ANDRE P. GILBERT, II

Deputy City Clerk

City Planning Commission

September 8, 2022

Honorable City Council:

Re: Neighborhood Enterprise Zone Certificate Application for the rehabilitation of an existing building to create 7 apartment units located at 603 E. Milwaukee in the East Grand Boulevard Neighborhood Enterprise Zone area. **(RECOMMEND APPROVAL)**

The office of the City Planning Commission (CPC) has received an application requesting a Neighborhood Enterprise Zone (NEZ) certificate for the rehabilitation of an existing building to create 7 rental apartment units located at 603 E. Milwaukee.

The property is located at the northeast corner of St. Antoine and East Milwaukee Avenues, which is generally south of East Grand Boulevard between Woodward

and I-75. The building is located within Council District 5. Below is a map of the location and an image of the building. The site is presently a vacant building with 2 stories. The property presently has an SD2 Special Development Mixed-Use zoning district classification.

The developer is Peerless Reality LLC, whose lead member is Edmund Fish. The building was purchased by the applicant in February 2021. The request is for a 15-year abatement to create 7 rental apartment units on the building's first

floor. An 8th unit will be built on the 2nd floor as a condo unit for the developer, which is not part of this NEZ request. The developer estimates spending \$312,126 per unit. The developer will offer 20% of the rental units to those not earning more than 80% of the Detroit SMSA area median income (AMI); therefore, one unit will be guaranteed to be affordable. The project will have 2 studios, 1 one-bedroom unit, and 4 two-bedroom units. The proposed rental rates are shown in the table below.

Unit Type	Unit Size	Unit Rent
Studio (Affordable)	445	\$1,254 before utility allowance
Studio	489	\$1,300
One Bedroom	789	\$1,807
Two Bedroom	941	\$2,155
Two Bedroom	929	\$2,118
Two Bedroom	930	\$2,120
Two Bedroom	919	\$2,031
2nd Floor Unit	5671	Purchase

It appears the NEZ certificate application has been submitted prior to the issuance of applicable building permits — the NEZ Act (Act 147 of 1992) states the applications must be filed before a building permit is issued. The petitioner submitted NEZ certificate application dated August 12, 2022, to the City Clerk's office.

The subject property has been confirmed as being within the boundaries of the East Grand Boulevard NEZ which was established by a vote of City Council in April 2003. CPC staff has reviewed the application and recommends approval. Attached is a resolution for your consideration. Please contact our office should you have any questions.

Respectfully submitted,
MARCELL R. TODD, JR.
Director CPC
CHRISTOPHER J. GULOCK
AICP, Planner



By Council Member Durhal, III:
Whereas, Michigan Public Act 147 of 1992 allows the local legislative body to establish Neighborhood Enterprise Zones for the purpose of providing exemption from *ad valorem* property taxes, and the imposition of specific tax in lieu of *ad valorem* taxes; and
Whereas, The Detroit City Council has established a Neighborhood Enterprise Zone for the following area, in the manner required by and pursuant to Public Act 147 of 1992.
Now, Therefore, Be It Resolved, That the Detroit City Council approves the submission of the application to the State Tax Commission, and, if applicable, the City Council concurs with the issuance of the certificate if the application was filed not more than 6 months after the date of the issuance of a building permit for the facility.
Be It Finally Resolved, That the Detroit City Council approve the following for

receipt of a Neighborhood Enterprise Zone Certificate for a fifteen-year period:

Zone

East Grand Boulevard

Address

603 East Milwaukee
(Units 1-7)

Application No.

07-0858

Adopted as follows:

Yeas — Council Members Benson, Durhal, III, Johnson, Santiago-Romero, Waters, Whitfield-Calloway, Young, II and President Sheffield — 8.

Nays — Council Member Tate — 1.

***WAIVER OF RECONSIDERATION**
(No. 1) Per motions before adjournment.

**INTERNAL OPERATIONS
STANDING COMMITTEE**

Law Department

August 31, 2022

Honorable City Council

Re: James Beckem *et al.* vs. City of Detroit. Case No: 20-013616-NF. File No: L20-00940 (YRB).

We have reviewed the above-captioned lawsuit, the facts, and particulars of which are set forth in a confidential memorandum that is being separately hand-delivered to each member of your Honorable Body. From this review, it is our considered opinion that a settlement in the amount of Ninety-Two Thousand Six Hundred Dollars and No Cents (\$92,600.00) is in the best interest of the City of Detroit.

We, therefore, request authorization to settle this matter in the amount of Ninety-Two Thousand Six Hundred Dollars and No Cents (\$92,600.00) and that your Honorable Body direct the Finance Director to issue drafts to (1) James Beckem and his attorneys, Randolph Law Group, P.C., in the amount of Eighty Thousand Dollars and No Cents (\$80,000.00), (2) Advanced Pain Care, PLLC, and its attorneys, AK Law PLLC, in the amount of Two Thousand One Hundred Dollars and No Cents (\$2,100.00), and (3) Focus Imaging and its attorneys, Sigal Law Firm PLLC, in the amount of Ten Thousand Five Hundred Dollars and No Cents (\$10,500.00), to be delivered upon receipt of properly executed Releases and Stipulation and Order of Dismissal entered in Lawsuit No. 20-013616-NF, approved by the Law Department.

Respectfully submitted,
YUVONNE R. BRADLEY
Supervising Assistant
Corporation Counsel

Approved:

CONRAD MALLETT
Corporation Counsel
By: JERRY L. ASHFORD
Chief of Litigation

By Council Member Johnson:

Resolved, That settlement of the above matter be and is hereby authorized in the amount of Ninety-Two Thousand Six Hundred Dollars and No Cents (\$92,600.00); and be it further

Resolved, That the Finance Director be and is hereby authorized and directed to draw warrants upon the proper account in favor of (1) James Beckem and his attorneys, Randolph Law Group, P.C., in the amount of Eighty Thousand Dollars and No Cents (\$80,000.00), (2) Advanced Pain Care, PLLC and its attorneys, AK Law PLLC, in the amount of Two Thousand One Hundred Dollars and No Cents (\$2,100.00), and (3) Focus Imaging and its attorneys, Sigal Law Firm PLLC, in the amount of Ten Thousand Five Hundred Dollars and No Cents (\$10,500.00), in full payment for any and all claims which James Beckem, Advanced Pain Care, PLLC and Focus Imaging may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about October 24, 2019, and otherwise set forth in Case No. 20-013616-NF, that said amount be paid upon receipt of properly executed Releases, Stipulation and Order of Dismissal entered in Lawsuit No. 20-013616-NF and, where deemed necessary by the Law Department a properly executed Medicare/CMS Final Demand Letter.

Approved:

CONRAD MALLETT
Corporation Counsel
By JERRY L. ASHFORD
Chief of Litigation

Adopted as follows:

Yeas — Council Members Benson, Durhal, III, Johnson, Santiago-Romero, Tate, Waters, Whitfield-Calloway, Young, II and President Sheffield — 9.

Nays — None.

Law Department

September 7, 2022

Honorable City Council

Re: Zarno & Associates, LLC, d/b/a Panacea Therapeutic Solutions (Crystal Collins) vs. City of Detroit. Case No: 22-179755-GC. File No: L22-00780 (MBC).

We have reviewed the above-captioned lawsuit, the facts and particulars of which are set forth in a confidential memorandum that is being separately hand-delivered to each member of your Honorable Body. From this review, it is our considered opinion that a settlement in the amount of Six Thousand Seven Hundred Fifty Dollars and No Cents (\$6,750.00) is in the best interest of the City of Detroit.

We, therefore, request authorization to settle this matter in the amount of Six

Thousand Seven Hundred Fifty Dollars and No Cents (\$6,750.00) and that your Honorable Body direct the Finance Director to issue a draft in that amount payable to Zarno & Associates, LLC and their attorney, Sigal Law Firm, PLLC, to be delivered upon receipt of properly executed Releases and Stipulation and Order of Dismissal entered in Lawsuit No. 22-179755-GC, approved by the Law Department.

Respectfully submitted,
MARY BETH COBBS
Assistant Corporation Counsel

Approved:

CONRAD MALLET

Corporation Counsel

By: PATRICK CUNNINGHAM

Supervising Assistant

Corporation Counsel

By Council Member Johnson:

Resolved, That settlement of the above matter be and is hereby authorized in the amount of Six Thousand Seven Hundred Fifty Dollars and No Cents (\$6,750.00); and be it further

Resolved, That the Finance Director be and is hereby authorized and directed to draw a warrant upon the proper account in favor of Zarno & Associates, LLC and their attorney, Sigal Law Firm, PLLC, in the amount of Six Thousand Seven Hundred Fifty Dollars and No Cents (\$6,750.00) in full payment for any and all claims which Zarno & Associates, LLC may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about April 3, 2020, and otherwise set forth in Case No. 22-179755-GC, that said amount be paid upon receipt of properly executed Releases, Stipulation and Order of Dismissal entered in Lawsuit No. 22-179755-GC

Approved:

CONRAD MALLET

Corporation Counsel

By: PATRICK CUNNINGHAM

Supervising Assistant

Corporation Counsel

Adopted as follows:

Yeas — Council Members Benson, Durhal, III, Johnson, Santiago-Romero, Tate, Waters, Whitfield-Calloway, Young, II and President Sheffield — 9.

Nays — None.

Law Department

September 9, 2022

Honorable City Council

Re: Andrew Jordan vs. City of Detroit.
Case No: 20-013336-NF. File No: L21-00003 (GBP).

We have reviewed the above-captioned lawsuit, the facts and particulars

of which are set forth in a confidential memorandum that is being separately hand-delivered to each member of your Honorable Body. From this review, it is our considered opinion that a settlement in the amount of Thirty Thousand Dollars and No Cents (\$30,000.00) is in the best interest of the City of Detroit.

We, therefore, request authorization to settle this matter in the amount of Thirty Thousand Dollars and No Cents (\$30,000.00) and that your Honorable Body direct the Finance Director to issue a draft in that amount payable to Andrew Jordan and his attorney, The Lobb Law Firm, to be delivered upon receipt of properly executed Releases and Stipulation and Order of Dismissal entered in Lawsuit No. 20-013336-NF, approved by the Law Department.

Respectfully submitted,
GREGORY B. PADDISON

Senior Assistant Corporation Counsel

Approved:

CONRAD MALLET

Corporation Counsel

By: PATRICK CUNNINGHAM

Supervising Assistant

Corporation Counsel

By Council Member Johnson:

Resolved, That settlement of the above matter be and is hereby authorized in the amount of Thirty Thousand Dollars and No Cents (\$30,000.00); and be it further

Resolved, That the Finance Director be and is hereby authorized and directed to draw a warrant upon the proper account in favor of Andrew Jordan and his attorney, The Lobb Law Firm, in the amount of Thirty Thousand Dollars and No Cents (\$30,000.00) in full payment for any and all claims which Andrew Jordan may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about October 12, 2019, and otherwise set forth in Case No. 20-013336-NF, that said amount be paid upon receipt of properly executed Releases, Stipulation and Order of Dismissal entered in Lawsuit No. 20-013336-NF and, where deemed necessary by the Law Department a properly executed Medicare/CMS Final Demand Letter.

Approved:

CONRAD MALLET

Corporation Counsel

By: PATRICK CUNNINGHAM

Supervising Assistant

Corporation Counsel

Adopted as follows:

Yeas — Council Members Benson, Durhal, III, Johnson, Santiago-Romero, Tate, Waters, Whitfield-Calloway, Young, II and President Sheffield — 9.

Nays — None.

Law Department

September 8, 2022

Honorable City Council

Re: Durand Heath and New Grace Spinal vs. City of Detroit. Case No: 21-005384-NI. File No: L21-00470 AA.

We have reviewed the above-captioned lawsuit, the facts and particulars of which are set forth in a confidential memorandum that is being separately hand-delivered to each member of your Honorable Body. From this review, it is our considered opinion that a settlement in the amount of Eighteen Thousand Five Hundred Dollars and No Cents (\$18,500.00) is in the best interest of the City of Detroit.

We, therefore, request authorization to settle this matter in the amount of Eighteen Thousand Five Hundred Dollars and No Cents (\$18,500.00) and that your Honorable Body direct the Finance Director to issue two drafts in the amount of Thirteen Thousand Dollars and No Cents (\$13,000.00) payable to Durand Heath and his attorneys, Law Offices of Elias Muawad, P.C.; and Five Thousand Five Hundred Dollars (\$5,500.00) payable to New Grace Spinal LLC and their attorneys Hakim, Toma & Yaldoo, P.C., to be delivered upon receipt of properly executed Releases and Stipulation and Order of Dismissal entered in Lawsuit No. 21-005384-NI, approved by the Law Department.

Respectfully submitted,
ALFRED ASHU
Assistant Corporation Counsel

Approved:

CONRAD MALLETT
Corporation Counsel
By: KRYSTAL A. CRITTENDON
Supervising Assistant
Corporation Counsel

By Council Member Johnson:

Resolved, That settlement of the above matter be and is hereby authorized in the amount of Eighteen Thousand Five Hundred Dollars and No Cents (\$18,500.00) and be it further

Resolved, That the Finance Director be and is hereby authorized and directed to draw two warrants upon the proper account in favor of Durand Heath and his attorneys, Law Offices of Elias Muawad, P.C. in the amount of Thirteen Thousand Dollars and No Cents (\$13,000.00); and New Grace Spinal and their attorneys Hakim, Toma & Yaldoo, P.C. in the amount of Five Thousand Five Hundred Dollars (\$5,500.00), in full payment for any and all claims which Durand Heath and New Grace Spinal may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about May 6, 2020, and otherwise set forth in Case No. 21-005384-NI, that said amount be paid upon receipt of properly executed Releases, Stipulation and Order of Dismissal entered in Lawsuit No. 21-005384-

NI and, where deemed necessary by the Law Department a properly executed Medicare/CMS Final Demand Letter.

Approved:

CONRAD MALLETT
Corporation Counsel
By: KRYSTAL A. CRITTENDON
Supervising Assistant
Corporation Counsel

Adopted as follows:

Yeas — Council Members Benson, Durhal, III, Johnson, Santiago-Romero, Tate, Waters, Whitfield-Calloway, Young, II and President Sheffield — 9.
Nays — None.

Law Department

September 13, 2022

Honorable City Council

Re: Wassem Foumia vs. City of Detroit *et al.* Case No: 21-cv-11018. File No: L21-00775 BP.

We have reviewed the above-captioned lawsuit, the facts and particulars of which are set forth in a confidential memorandum that is being separately hand-delivered to each member of your Honorable Body. From this review, it is our considered opinion that a settlement in the amount of Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00) is in the best interest of the City of Detroit.

We, Therefore, request authorization to settle this matter in the amount of Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00) and that your Honorable Body direct the Finance Director to issue a draft in that amount payable to Wassem Foumia and his attorney, Burgess & Burgess, P.C., to be delivered upon receipt of properly executed Releases and Stipulation and Order of Dismissal entered in Lawsuit No. 21-cv-11018, approved by the Law Department.

Respectfully submitted,
BEN PATTERSON
Attorney

Approved:

CONRAD MALLETT
Corporation Counsel
By: JAMES D. NOSEDA
Supervising Assistant
Corporation Counsel

By Council Member Johnson:

Resolved, That settlement of the above matter be and is hereby authorized in the amount of Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00); and be it further

Resolved, That the Finance Director be and is hereby authorized and directed to draw a warrant upon the proper account in favor of Wassem Foumia and his attorney, Burgess & Burgess, P.C., in the amount of Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00) in full payment for any and all claims which Wassem Foumia may have against the City of Detroit and any City of Detroit employees

by reason of alleged injuries sustained on or about, and otherwise set forth in Case No. 21-cv-11018, that said amount be paid upon receipt of properly executed Releases, Stipulation and Order of Dismissal entered in Lawsuit No. 21-cv-11018 and, where deemed necessary by the Law Department a properly executed Medicare/CMS Final Demand Letter.

Approved:

CONRAD MALLET

Corporation Counsel

By: JAMES D. NOSEDA

Supervising Assistant

Corporation Counsel

Adopted as follows:

Yeas — Council Members Benson, Durhal, III, Johnson, Santiago-Romero, Tate, Waters, Whitfield-Calloway, Young, II and President Sheffield — 9.

Nays — None.

Law Department

September 12, 2022

Honorable City Council

Re: Audio Visual Innovations Inc vs. City of Detroit. Case No: 22-002337-CB. File No: L22-00579 BP.

We have reviewed the above-captioned lawsuit, the facts and particulars of which are set forth in a confidential memorandum that is being separately hand-delivered to each member of your Honorable Body. From this review, it is our considered opinion that a settlement in the amount of Ten Thousand Dollars and No Cents (\$10,000.00) is in the best interest of the City of Detroit.

We, Therefore, request authorization to settle this matter in the amount of Ten Thousand Dollars and No Cents (\$10,000.00) and that your Honorable Body direct the Finance Director to issue a draft in that amount payable to Audio Visual Innovations, Inc. and its attorney, Muller, Muller, Richmond, Harms & Myers P.C., to be delivered upon receipt of properly executed Releases and Stipulation and Order of Dismissal entered in Lawsuit No. 22-002337-CB, approved by the Law Department.

Respectfully submitted,

BEN PATTERSON

Attorney

Approved:

CONRAD MALLET

Corporation Counsel

By: JAMES D. NOSEDA

Supervising Assistant

Corporation Counsel

By Council Member Johnson:

Resolved, That settlement of the above matter be and is hereby authorized in the amount of Ten Thousand Dollars and No Cents (\$10,000.00); and be it further

Resolved, That the Finance Director be and is hereby authorized and directed to draw a warrant upon the proper account in favor of Audio Visual Innova-

tions, Inc. and its attorney, Muller, Muller, Richmond, Harms & Myers P.C., in the amount of Ten Thousand Dollars and No Cents (\$10,000.00) in full payment for any and all claims which Audio Visual Innovations, Inc. may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about, and otherwise set forth in Case No. 22-002337-CB, that said amount be paid upon receipt of properly executed Releases, Stipulation and Order of Dismissal entered in Lawsuit No. 22-002337-CB and, where deemed necessary by the Law Department a properly executed Medicare/CMS Final Demand Letter.

Approved:

CONRAD MALLET

Corporation Counsel

By: JAMES D. NOSEDA

Supervising Assistant

Corporation Counsel

Adopted as follows:

Yeas — Council Members Benson, Durhal, III, Johnson, Santiago-Romero, Tate, Waters, Whitfield-Calloway, Young, II and President Sheffield — 9.

Nays — None.

Law Department

September 13, 2022

Honorable City Council

Re: Panacea Therapeutic Solutions (Deandre Matthews) vs. City of Detroit. Case No: 21-167774-GC. File No: L21-00416 (MBC).

We have reviewed the above-captioned lawsuit, the facts and particulars of which are set forth in a confidential memorandum that is being separately hand-delivered to each member of your Honorable Body. From this review, it is our considered opinion that a settlement in the amount of Eight Thousand Seven Hundred Seventy-Five Dollars and No Cents (\$8,775.00) is in the best interest of the City of Detroit.

We, Therefore, request authorization to settle this matter in the amount of Eight Thousand Seven Hundred Seventy-Five Dollars and No Cents (\$8,775.00) and that your Honorable Body direct the Finance Director to issue a draft in that amount payable to Panacea Therapeutic Solutions and their attorney, Hirsch, Gaugier & Khan to be delivered upon receipt of properly executed Releases and Stipulation and Order of Dismissal entered in Lawsuit No. 21-167774-GC, approved by the Law Department.

Respectfully submitted,

MARY BETH COBBS

Assistant Corporation Counsel

Approved:

CONRAD MALLET

Corporation Counsel

By: PATRICK CUNNINGHAM

Supervising Assistant

Corporation Counsel