Reference S-NB-4-11-17

## PUBLIC HEALTH AND SAFETY STANDING COMMITTEE



COLEMAN A. YOUNG MENICIPAL CENTER 2 WOODWARD AVENUE, SUITE 500 DEFROIT, MICHIGAN 48226-3535 PHONE 313\*224\*4550 FAX 313\*224\*5505 WWW.DETROITMEGOV

April 7, 2017



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

> Re: Proposed Ordinances to amend Chapter 58, Vehicles for Hire, of the 1984 Detroit City Code

Honorable City Council:

Pursuant to applicable provisions of the 2012 Charter, the above-referenced ordinance is being submitted to Your Honorable Body for consideration. This proposed ordinance will amend Chapter 58 of the 1984 Detroit City Code, *Vehicles for Hire*, by adding Article X, *Streetcar System*, by adding Division 1, *Generally*, including Sections 58-10-1 through 58-10-4, Division 2, *Unlawful Conduct on or Near the Streetcar System*, including Sections 58-10-11 through 58-10-33, Division 3, *Parking and Driving Near Streetcar System*, including Sections 58-10-51 through 58-10-53, and Division 4, *Special Events*, including Section 58-10-71, in order to provide definitions, enforcement and penalties, to regulate certain conduct on or near the streetcar system, to provide for and regulate parking and driving on and near the streetcar system, and to provide for the coordination of special events along the streetcar system.

We are available to answer any questions that you may have regarding the proposed ordinance. Thank you for your consideration.

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espectfully Submitted,

Tonja R. Long

Senior Assistant Corporation Counsel

Enclosure

### SUMMARY

AN ORDINANCE TO AMEND Chapter 58 of the 1984 Detroit City Code, Vehicles for Hire, by adding Article X, Streetcar System, by adding Division 1, Generally, including Sections 58-10-1 through 58-10-4, Division 2, Unlawful Conduct on or Near the Streetcar System, including Sections 58-10-11 through 58-10-33, Division 3, Parking and Driving Near Streetcar System, including Sections 58-10-51 through 58-10-53, and Division 4, Special Events, including Section 58-10-71, in order to provide definitions, enforcement and penalties, to regulate certain conduct on or near the streetcar system, to provide for and regulate parking and driving on and near the streetcar system, and to provide for the coordination of special events along the streetcar system.

### BY COUNCIL MEMBER

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THAT:

2 AN ORDINANCE to amend Chapter 58 of the 1984 Detroit City Code, Vehicles for Hire, by adding Article X, Streetcar System, by adding Division 1, Generally, including Sections 58-10-1, Definitions, 3 58-10-2, Enforcement, 58-10-3, Use restrictions; exclusion, 58-10-4, Penalties for violations; Division 2, Unlawful 4 Conduct on or Near the Streetcar System, including Sections 58-10-11, Obstructing streetcars, 58-10-12, 5 Unauthorized access to streetcar system, 58-10-13, Boarding streetcar without payment of legal fare, 58-10-14, Misuse 6 7 of streetcar kiosks or ticket vending or ticket validating equipment, 58-10-15, Use of streetcar system for non-transit 8 purposes, 58-10-16, Impeding or hindering employees of the streetcar system, 58-10-17, Unlawful to obstruct rail 9 tracks or property of the streetcar system, 58-10-18, Skateboards, in-line skates, roller-skates, bicycles, or similar, 58-10-19, Equipment use, 58-10-20, Activation of the emergency stop device except in an emergency, 58-10-21, 10 11 Streetcar doors, interference with proper operations, 58-10-22, Order to leave streetcar or streetcar system facilities, 12 58-10-23, Failure to vacate elderly and disabled priority seating, 58-10-24, Smoking, spitting prohibited, 58-10-25, 13 Drinking and eating; exceptions, 58-10-26, Playing of audio, video equipment on streetcar system prohibited, exception; 14 boisterous noise, 58-10-27, Animals prohibited; exception for service animal, 58-10-28, Shopping carts prohibited, 15 58-10-29, Oversize packages prohibited, 58-10-30, Refuse prohibited, 58-10-31, Advertising, 58-10-32, No fireworks or unauthorized firearms; Division 3, Parking and Driving Near Streetcar System, including Sections 16 17 58-10-51, Blocking the streetcar system rail tracks, 58-10-52, Driving on streetcar rail tracks, 58-10-53, Impeding a transit vehicle; towing, and Division 4, Special Events, including Section 58-10-71, Special events on the 18 19 streetcar operational licenses, in order to provide definitions, enforcement and penalties, to regulate certain conduct on or near the streetcar system, to provide for and regulate parking and driving on and near 20 21 the streetcar system, and to provide for the coordination of special events along the streetcar system.

Section 1. Chapter 58 of the 1984 Detroit City Code, Vehicles for Hire, be amended by adding

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

A16-02388 1 04-07-2017

4	Article	Χ,	Division	1, t	О.	include	Sections	58-10-1	through	58-10-4;	Division	2,	to	include	Sections

- 2 58-10-11 through 58-10-32; Division 3, to include Sections 58-10-21 through 58-10-53; and
- 3 Division 4, to include Section 58-10-71, to read as follows:

### 4 Chapter 58. Vehicles for Hire

### 5 Article X. Streetcar System

### 6 Division 1. Generally.

### Sec. 58-10-1. Definitions.

- 8 For the purposes of this article, the following words and phrases shall have the meanings
- 9 <u>respectively ascribed to them by this section:</u>
- 10 <u>Construction, Operations and Maintenance Agreement</u> means that agreement between the
- 11 City of Detroit, M-1 RAIL, and M-2 RAIL entitled "Construction, Operations and Maintenance
- 12 Agreement", a true copy of which shall be maintained on file with the City Clerk and be available
- 13 for inspection.

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- 14 <u>Disabled means a mobility disabled person, by reason of illness, injury, age, congenital</u>
- 15 malfunction, or other permanent or temporary incapacity or disability, including those who are
- 16 <u>non-ambulatory wheelchair-bound and those with semi-ambulatory capabilities.</u>
- 17 <u>Emergency means any unforeseen or sudden circumstance or combination of circumstances.</u>
- including but not limited to, fire, accident, utility emergency, crime, hazardous material incident,
- 19 arson, rescue or any other emergency situation, which requires fire department or police
- 20 department personnel to respond to such an event for purposes of providing fire, law enforcement,
- 21 emergency medical care or related support services in order to prevent or minimize risk, hazard,
- 22 <u>injury</u>, or loss of life or property that may result in a threat to public health and safety.
- 23 Fare medium means a ticket, token, smart card, pass, coupon, transfer, electronic ticket or

- other medium sold or distributed by the streetcar system operator, or its authorized agent, for use
- 2 in gaining entry to or riding a streetcar.
- 3 M-1 RAIL means that Michigan nonprofit corporation named "M-1 RAIL", corporate
- 4 identification number 70205A, formed November 21, 2007 under the Michigan Nonprofit
- 5 Corporations Act, Public Act 162 of 1982, MCL 450.2101 et seq., pursuant to section 9 of the
- 6 nonprofit street railway act, MCL 472.9, with the primary purpose of acquiring, owning,
- 7 constructing, furnishing, equipping, completing, operating, improving, and maintaining a street
- 8 railway system principally within the city of Detroit.
- 9 M-2 RAIL means that Michigan nonprofit corporation named "M-2 RAIL", corporate
- 10 identification number 71348G, formed May 10, 2013, under the Michigan Nonprofit Corporations
- Act, Public Act 162 of 1982, MCL 450.2101 et seq., as a supporting organization to M-1 Rail,
- with the primary purpose to support and carry out the tax-exempt purposes of M-1 Rail by holding
- title to, leasing, and managing the property of M-1 Rail.
- MDOT means the Michigan Department of Transportation, which has jurisdiction over parts
- 15 of Woodward Avenue.
- Nonprofit Street Railway Act means the Michigan Nonprofit Street Railway Act, Public Act
- 17 <u>35 of 1867, MCL 472.1 et seq.</u>, as amended.
- 18 Overhead catenary system means a system of poles, overhead wires including contact wire
- and charging bars, which supply traction power to the streetcar system.
- 20 Proof of fare payment means a fare medium valid for the place or time at, or the manner in,
- 21 which it is used. If using a reduced-fare or group-fare medium, proof of fare medium payment also
- 22 includes proper identification demonstrating the person's eligibility for the reduced or group fare.
- 23 Service animal means that term as defined in Section 1 of Public Act 207 of 1970, MCL

- 1 287.291.
- 2 <u>Station means a passenger station constructed and operated as part of the streetcar system.</u>
- 3 <u>Streetcar means a streetcar vehicle running as part of the streetcar system.</u>
- 4 Streetcar operational licenses means the areas identified in the Construction, Operations and
- 5 Maintenance Agreement as occupied by the streetcar system, including all tracks and the space
- 6 extending four feet beyond the outer edge of the streetcar tracks, and all elements of the overhead
- 7 catenary system and the space extending ten feet beyond any element of the overhead catenary
- 8 system. The streetcar operational licenses also includes the traction power substations and the
- 9 poles, wires, and underground cabling or wiring of the streetcar system that make up or power the
- 10 overhead catenary system.
- 11 <u>Streetcar system</u> means the streetcar public transportation system to be owned, constructed,
- 12 <u>furnished</u>, equipped, completed, operated, improved and maintained by M-1 RAIL and M-2 RAIL
- 13 pursuant to the Nonprofit Street Railway Act, including all rail tracks, stations, streetcars, track
- drainage, catenary, wiring, conduits, cabling, electrical lines, traction power poles, traction power
- 15 substations, streetcar traffic signal equipment, electric current protection equipment, switches and
- other functionally related and appurtenant equipment and facilities, as the streetcar system may be
- extended, expanded or supplemented, whether by M-1 RAIL, M-2 RAIL or any other party.
- 18 <u>Streetcar system operator</u> means the owner or operator of a streetcar system, as well as any
- agent or contractor retained to operate the streetcar system.

### Sec. 58-10-2. Enforcement.

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- 21 (a) Any peace officer or other person authorized by the Chief of Police, including without
- 22 <u>limitation any security or law enforcement personnel employed by the Detroit Transportation</u>
- 23 <u>Corporation or Wayne State University</u>, has the authority to:

1	(1) Detain and issue a citation; or
2	(2) Refuse entrance to streetcar or station or any property owned, operated or controlled
3	by the streetcar system; or
4	(3) Require departure from a streetcar or any property owned, operated or controlled by
5	the streetcar system of any person who:
6	a. Violates any provision of this article; or
7	b. Has been issued a notice of exclusion; or
8	(4) Authorize and direct the towing or other removal of any bicycle, motorcycle, scooter,
9	automobile, van, truck or other vehicle that is parked, standing, unloading or
10	otherwise obstructing the operation of a streetcar or the streetcar system in violation
possed, possed	of any provision of this article.
12	(b) Any manager, superintendent or operator of a streetcar system has the authority to:
13	(1) Refuse entrance to a streetcar or station or any property owned, operated or
Security of Security	controlled by the streetcar system; or
15	(2) Require departure from a streetcar or property owned, operated or controlled by the
16	streetcar system of any person who:
17	a. Violates any provision of this article or the Nonprofit Street Railway Act; or
18	b. Has been issued a notice of exclusion.
19	Sec. 58-10-3. Use restrictions; exclusion.
20	(a) Any person adjudicated responsible for violating any provision of this article resulting in
21	a fine may be prohibited from riding on the streetcar system until the sanction is fully paid.
22	(b) Any person adjudicated responsible for violating any provision of this article more than
23	two times within a 12 month period may be prohibited from riding on the streetcar system or

possed	entering upon the streetcar system for 90 calendar days.
2	(c) Any person who poses a serious continuing risk to the public or transit facility may be
3	immediately removed from a streetcar or station and the person may be prohibited from using the
4	streetcar system or entering upon the streetcar system for a period not to exceed 90 calendar days.
5	(d) Any person guilty of assaulting or committing a battery against a streetcar system
6	employee acting in the scope of his or her employment may be prohibited from riding on the
7	streetcar system or entering upon the streetcar system for a minimum of one year.
8	Sec. 58-10-4. Penalties for violations.
9	A person who violates this article is guilty of a misdemeanor for each violation, and, in the
10	discretion of the court, may be fined up to \$500 and sentenced to a maximum of 90 days in jail, or
terment to the same of the sam	both, for each violation.
12	Secs. 58-10-5 – 58-10-10. Reserved.
13	Division 2. Unlawful Conduct on or Near the Streetcar System.
14	Sec. 58-10-11. Obstructing streetcars.
15	No person shall obstruct, hinder, interfere, or delay in any way the movement of a streetcar,
16	included but not limited to:
17	(1) Standing in or adjacent to streetcar tracks so as to prevent a streetcar from
18	progressing down the tracks;
19	(2) Parking or standing in a bicycle, motorcycle, scooter, automobile, van, truck, or other
20	vehicle on or adjacent to streetcar tracks; or
21	(3) Driving in a manner calculated to impede the orderly progress of a streetcar.
22	Sec. 58-10-12. Unauthorized access to streetcar system.
23	No person shall enter onto the property of the streetcar system or onto any of the streetcars,

, particular particula	nor shall any person get on, under or between such vehicles or onto the rail tracks, except in the
2	ordinary transaction of business or for lawful transportation purposes.
3	Sec. 58-10-13. Boarding streetcar without payment of legal fare.
4	(a) No person shall:
5	(1) Board or attempt to board a streetcar or enter a station for a purpose other than buying
6	a fare medium unless the person has paid or is in the process of paying the required
eng.	fare for use of the streetcar system; or
8	(2) Use or offer for passage any fraudulent transfer, ticket, pass, payment token or other
9	fare medium; or
* O	(3) Interfere with the collection or verification of fares, fail to carry proof of fare
present.	payment or fail or refuse to show proof of fare payment upon proper request.
12	(b) Any person who assists with or knowingly permits or facilitates another person to commit
13	an offense described in Subsection (a) of this section shall be equally guilty of that offense under
14	this section.
15	Sec. 58-10-14. Misuse of streetcar kiosks or ticket vending or ticket validating equipment.
16	No person shall:
17	(1) Deface, injure, tamper with, break or destroy or impair the usefulness of any streetcar
18	system kiosk, monitor, video screen, artwork, alignment device, sign, display, ticket
÷ 9	vending machine or ticket validating machine; or
20	(2) Remove any coin box or the money content from the kiosk, ticket vending machine
21	or streetcar system property; or
22	(3) Open or remove the contents of same without lawful authority.
23	Sec. 58-10-15. Use of streetcar system for non-transit purposes.

Boores	No person shall:
2	(1) Enter or remain upon, occupy or use a station for purposes other than waiting for or
3	boarding the next arriving streetcar, disembarking, or purchasing a fare medium for
4	a streetcar. A person is in violation of this section only after having occupied a station
5	for a period of time that exceeds that which is necessary to wait for, purchase a fare
6	medium for, board, or disembark from a streetcar or other designated public
7	transportation vehicle using a designated shared station; or
8	(2) Tamper with, deface, destroy, place graffiti on, disfigure or vandalize any property
9	of the streetcar system.
10	Sec. 58-10-16. Impeding or hindering employees of the streetcar system.
passage jameng	No person shall impede or hinder an employee of the streetcar system in the performance of
12	his or her duties.
13	Sec. 58-10-17. Unlawful to obstruct rail tracks or property of the streetcar system.
14	No person shall place or cause to be placed any obstruction on or over the streetcar system
15	rail tracks, the overhead catenary system or other streetcar system property or in any way inhibit
16	or endanger the operation of the streetcar system.
7	Sec. 58-10-18. Skateboards, in-line skates, roller-skates, bicycles, or similar.
18	No person shall ride a skateboard, in-line skates, roller-skates, bicycle, or similar device at a
19	station, upon a streetcar, or upon the rail tracks of a streetcar system.
20	Sec. 58-10-19. Equipment use.
21	Other than an authorized individual, no person shall operate any streetcar system equipment
22	except where such equipment is designed for use by the public

Sec. 58-10-20. Activation of the emergency stop device except in an emergency.

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- No person shall activate the "emergency stop" device of a streetcar in the absence of an
- 2 <u>emergency</u>.
- 3 Sec. 58-10-21. Streetcar doors; interference with proper operations.
- 4 (a) No person shall interfere with the operation of streetcar doors, including but not limited
- 5 to, preventing a streetcar door from closing in order to delay the departure of the streetcar.
- 6 (b) No person shall extend any portion of his or her body or any item through any door or
- 7 <u>window of a streetcar while it is in motion.</u>
- 8 (c) No person shall lie down on the floor of a streetcar.
- 9 (d) No person shall lie across the seats of a streetcar in a manner which inhibits the proper
- 10 <u>use of seats provided for waiting or boarding riders.</u>
- (e) No person shall hang onto the exterior of any part of a streetcar while the streetcar is in
- 12 motion.
- 13 Sec. 58-10-22. Order to leave streetcar or streetcar system facilities.
- No person shall refuse to leave a streetcar or any other part of the streetcar system upon proper
- direction or order of an agent, employee or other designated security representative of the operator
- 16 of the streetcar system.
- 17 Sec. 58-10-23. Failure to vacate elderly and disabled priority seating.
- No person shall fail to vacate seats on a streetcar designed for use by individuals with
- 19 disabilities when requested to do so by a peace officer, enforcement agent, agent, employee or
- 20 designee of the streetcar system.
- 21 Sec. 58-10-24. Smoking, spitting prohibited.
- No person shall smoke any substance, use an e-cigarette, carry lighted tobacco, or spit within
- 23 or upon any streetcar or station of the streetcar system.

### Sec. 58-10-25. Drinking and eating; exceptions.

- No person shall eat or drink or carry an open container of food or beverage on the streetcar
- 3 system or in any area of a station. This section shall not apply to children under 3 years of age.
- 4 Sec. 58-10-26. Playing of audio, video equipment on streetcar system prohibited, exception;
- 5 boisterous noise.

Street

- 6 (a) No person shall play any radio or other electronic audio or video playback device or
- 7 musical instrument within any streetcar or area of any station except when used with an earphone
- 8 attachment audible only to the person using same.
- 9 (b) No person shall make excessive or unnecessary noise, including boisterous, disruptive or
- 10 <u>unreasonably loud conduct, within any streetcar or area of any station that may cause annovance</u>
- to the public, streetcar personnel, fare enforcement agents or peace officers, without the prior
- 12 <u>authorization of the streetcar operator.</u>
- 13 Sec. 58-10-27. Animals prohibited; exception for service animal.
- No person shall bring, carry or transport any animal other than a service animal on a streetcar
- or in any area of the station.
- 16 Sec. 58-10-28. Shopping carts prohibited.
- No person shall bring or carry a commercial shopping cart aboard any streetcar or within a
- 18 station.
- 19 Sec. 58-10-29. Oversize packages prohibited.
- No person shall bring or carry aboard a streetcar any package or article of a size which cannot
- be positioned in a way that allows entry and exit through doors and passage in aisles of a streetcar.
- 22 Sec. 58-10-30. Refuse prohibited.
- No person shall dispose of garbage, papers, gum, refuse or other forms of trash within the

- 1 streetcar system except in receptacles provided for such purpose. No person shall deposit, blow or
- 2 spread any bodily discharge on any part of the streetcar system.

### Sec. 58-10-31. Advertising.

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- 4 <u>Unless authorized in writing by a representative of the owner or operator of the streetcar</u>
- 5 system, no person shall post or distribute commercial signs, advertisements, literature, circulars,
- 6 pictures, sketches, drawings, handbills, or any other form of printed or written commercial matter
- 7 or material anywhere on or within the streetcar system, including on or within any streetcar,
- 8 catenary pole, alignment pole or station.

### Sec. 58-10-32. Building construction and improvements

- 10 (a) No person shall construct or cause to be constructed any permanent or temporary
- buildings or structures, including signs, banners, utility connections, or any improvements,
- modifications or additions to any such buildings or structures, or any pavings, excavations,
- 13 removal of oil or fill material within 50 feet of the streetcar system without first obtaining a permit
- 14 from the Department of Public Works.
- (b) If the construction work activity will take place within 10 feet of the streetcar system or
- within 25 feet of the overhead catenary system of the streetcar system, the permit must contain an
- enhanced permit endorsement from the Department of Public Works.
- (c) The Department of Public Works may issue a permit subject to conditions the department
- 19 deems necessary to protect the health and safety of the public and the integrity of the streetcar
- 20 system, including but not limited to requirements that the applicant provide proof of adequate
- 21 <u>liability coverage and follows safety protocol as identified by the Department of Public Works.</u>
- 22 (d) The City shall have the right to issue an immediate stop work order on any party
- 23 performing work without a permit or in violation of an issued permit.

1	(e) Each day that a violation continues shall constitute a separate violation.
2	Sec. 58-10-33. No fireworks or unauthorized firearms.
3	No person shall possess or carry any fireworks or like incendiary devices, or carry any firearm,
4	on a streetcar of in a station unless such person is a peace officer or otherwise is authorized by law
5	to carry such fireworks or firearm.
6	Sec. 58-10-34 – 58-10-50. Reserved.
7	Division 3. Parking and Driving Near Streetcar System
8	Sec. 58-10-51. Blocking the streetcar system rail tracks.
9	(a) No person shall:
10	(1) Enter upon or remain upon the streetcar system rail track so as to create a hazard to
Amenda A Amenda Amenda Amenda Amenda Amenda A Amenda A Amenda A Amenda A A A A A A A A A A A A A A A A A A A	that person or interfere with the passage of the streetcar vehicle; or
12	(2) Operate a bicycle, motorcycle, scooter, automobile, van, truck or other vehicle in a
13	manner calculated to delay or impede a streetcar; or
14	(3) Fail to obey a request to not enter, cross, travel upon or stand upon the streetcar
15	system rail track, if the order is given by a peace officer, a streetcar system
16	enforcement agent, a streetcar system superintendent or manager, or any other person
17	authorized by the Chief of Police.
18	Sec. 58-10-52. Driving on streetcar rail tracks.
19	(a) The driver of any bicycle, motorcycle, scooter, automobile, van, truck or other vehicle
20	proceeding upon any streetcar rail tracks in front of a streetcar shall remove such vehicle from the
21	rail tracks as soon as practical after a signal from the operator of such streetcar.
22	(b) When a streetcar has lawfully entered and is crossing an intersection, no driver of a
23	bicycle, motorcycle, scooter, automobile, van, truck or other vehicle shall drive upon or across the

- 1 streetcar rail tracks within the intersection in front of such streetcar.
- 2 (c) The driver of a bicycle, motorcycle, scooter, automobile, van, truck or other vehicle upon
- 3 overtaking and passing a streetcar shall not turn in front of such streetcar so as to interfere with or
- 4 <u>impede its movement.</u>

### Sec. 58-10-53. Impeding a transit vehicle; towing.

- A peace officer or any other person authorized by the Chief of Police, may order a bicycle,
- 7 motorcycle, scooter, automobile, van, truck or other vehicle towed when the vehicle is impeding
- 8 the operation of a streetcar or is otherwise parked or standing in violation of any provision of this
- 9 article.

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### 10 Secs. 58-10-54 – 58-10-70. Reserved.

### Division 4. Special Events

- 12 Sec. 58-10-71. Special events on the streetcar operational licenses.
- All special events along the streetcar operational licenses shall be coordinated with the City
- of Detroit Special Event team and the City of Detroit's Traffic Operations Division of the
- 15 Department of Public Works.
- Section 2. This ordinance is hereby declared necessary to preserve the public peace, health, safety,
- and welfare of the People of the City of Detroit.
- Section 3. All ordinances, or parts of ordinances, that conflict with this ordinance are repealed.
- 19 Section 4. In the event this ordinance is passed by two-thirds (2/3) majority of City Council
- 20 Members serving, it shall be given immediate effect and become effective upon publication in
- 21 accordance with Section 4-118 of the 2012 Detroit City Charter. Where this ordinance is passed by
- 22 less than a two-thirds (2/3) majority of City Council Members serving, it shall become effective on
- 23 the thirtieth (30) day after enactment, or on the first business day thereafter, in accordance with Section

4-118 of the 2012 Detroit City Charter.

Approved as to form:

Melvin B. Hollowell Corporation Counsel



COLEMAN A. YOUNG MUNICIPAL CENTER 2 WOOOWARD AVENUE, SUITE 1026 DETROIT, MICHIGAN 48226 PHONE: 313 \* 628-2158

PHONE: 313 \* 628-2158
FAX: 313 \* 224 \* 0542
WWW.DETROITMI.GOV

March 27, 2017

The Honorable Detroit City Council
ATTN: City Clerk Office
200 Coleman A. Young Municipal Center
Detroit MI 48226

RE: Request to increase appropriation for FY2017 Victims of Crime Act (VOCA) Grant

The Michigan Department of Health and Human Services has awarded an increase to the City of Detroit Police Department FY 2017, with the FY2017 Victims of Crime Act (VOCA) Grant in the amount of \$170,223.00, bringing their cash match share from \$127,344.00 to \$180,133.00. The Detroit Police Department will also allocate an in-kind match of \$47,057.00. The State share from the Michigan Department of Health and Human Services is 80 percent or \$908,761.00 of the approved amount, bringing the project total to \$1,135,951.00. This funding will increase appropriation 20230 previously approved in the amount of \$923,173.00 by council on October 18, 2016, to a total of \$1,135,951.00.

The additional funding allotted to the department will be utilized for salaries and equipment for the purpose of providing services to victims of crime. This is a reimbursement grant.

If approval is granted to accept the increase and appropriate accordingly, the appropriation number is 20230.

I respectfully ask your approval to accept the increase in appropriations funding in accordance with the attached resolution.

Nichelle Hughler

Deputy CFO, Office of Grants Management

**Enclosure** 

Sincérely

CC: Sajjiah Parker, Assistant Director, Office of Grant Management



### RESOLUTION

WHEREAS, the Detroit Police Department is requesting authorization to accept an increase in appropriations the FY2017 Victims of Crimes Act (VOCA) Grant Award from the Michigan Department of Health and Human Services in the amount in the amount of \$908,761.00 with a cash match share of \$180,133.00 and in kind match share of \$47,057.00. This funding will increase appropriation 20230 previously approved in the amount of \$923,173.00 by City Council on October 18, 2016 to a total of \$1,135,951.00.

**THEREFORE, BE IT RESOLVED** that the Director for the Office of Grants Management is hereby authorized to sign the grant agreement on behalf of the City of Detroit, and that the Director or Head of the Department is authorized to execute the modified grant agreement on behalf of the City of Detroit, and

**BE IT FURTHER RESOLVED**, that the Budget Director is authorized to increase the budget accordingly for appropriations number 20230 in the amount of \$212,778.00 from the Michigan Department of Health and Human Services for salaries and equipment for the purpose of providing services to victims of crime.

### 4. Original Amendment Conditions

It is understood and agreed that all other conditions of the original agreement remain the same.

### 5. Special Certification

The individual or officer signing this amendment certifies by his or her signature that he or she is authorized to sign this amendment on behalf of the responsible governing board, official or contractor.

### 6. Signature Section

FOR the City of Detroit

Name	Title
FOR the Michigan Department of He	ealth and Human Services
Christine H. Sanches	03/17/2017
Christine H. Sanches, Director Bureau of Purchasing	Date

Attachment 1

MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES SCHEDULE OF FINANCIAL ASSISTANCE

City of Detroit

3		Catalogo	Catalog of Federal Comestic	Feeder.	Federal Award				
Ė		Assistance (CFDA)	(CFDA)			innanijopina			
	aderial State Federal Agency	Number		Award Number Title	4	Federal Award Award Date	Award Date	Cram Phase	Amount
Michigan Con	Marrie					Kiemilification			
						ż			
Federal (6200) Department of	Dapartment of	16.575	Cime Victim	2014VAGX0046	Service Victim	2014VAGX0046 CRIME VICTIM 2014VAGX0046 08/13/2014	2102/21/20	1.2	908,761,00
	Mustica		Assistance	(14)	ASSISTANCE:				
					۲ ۲ ۲				
			Total Alberties						

The federal funding provided by the Department is \$908,761.00.

Attachment 1b - APPROVED INDIRECT RATE

APPROVED INDIRECT RATE (S)		
Rate Description	Ruth Care	Total Approved Indirect
Total Approved Indirect Costs		

### Attachment A - Statement of Work

Objective : Objective 1) - Review and respond to police reports of sexual assault, domestic

violence, homicide/missing and child abuse, in the City of Detroit, daily.

Activity 1) - Contact all corresponding victims, of the aforementioned police reports, upon receipt to offer support, information, referrals, individual and/or Activity:

group counseling.

Responsible Staff: All Victim Assistance MSW's, Advocates and Volunteer Interns

Date Range: 10/01/2016 - 09/30/2017

Expected Outcome 1) - Of successful victim contacts, 85% will have, increased knowledge of their specific victimization. **Expected Outcome:** 

Measurement: Measurement 1) - Survey questions/ forms will be incorporated in the initial victim contact and completed by all responsible staff.

Objective: Objective 2) - To provide crisis intervention, in the immediate aftermath of

sexual assault or domestic violence with victims presenting at the emergency departments of the Detroit Medical Center (DMC) or the Wayne County SAFE

Activity: Activity 2) - All Victim Assistance MSW's and Interns will respond to pager

request for crisis intervention with domestic violence or sexual assault victims presenting at the emergency departments of a Detroit Medical Center (DMC) location or at the Wayne County SAFE DMC site, 7 days per week, 24 hours

Responsible Staff: All Victim Assistance Social Workers and Volunteer Interns

Date Range: 10/01/2016

Expected Outcome 2) - 90% of victims receiving crisis intervention, in the Expected Outcome:

immediate aftermath of victimization, at the hospital or SAFE site, will have a reduced emotional, mental and behavioral reaction to the trauma they have

Measurement: Measurement 2) - First responders will incorporate survey questions, allowing

victims an opportunity to report verbally., and complete survey forms following

the delivery of service.

Objective: Objective 3) - Provide group and/or individual counseling to all sexual assault,

domestic violence, homicide or child abuse victims and/or family members

requesting this service.

Activity:

Activity 3) - To council victims of domestic violence, sexual assault, homicide or child abuse in a group or individual setting. Counseling is available from 8:00 a.m. to 8:00 p.m. with individual sessions lasting approximately 50 minutes and groups, of 3 or more, lasting one and a half hour. Both types of counseling occur on a weekly basis and the average length of counseling is 3 to 6

sassions

Responsible Staff: All Victim Assistance MSW and Volunteer Intern staff

Date Range: 10/01/2016 - 09/30/2017

Expected Outcome 3) - 85% of group and/or individual counseling victims will find this service to be helpful to their healing process and have an increased understanding of the natural response to their specific trauma. Expected Outcome:

Maasurament:

Measurement 3) - Individual counseling client feed back surveys will be conducted quarterly. Surveys include statements addressing enhanced understanding of the natural response to trauma (responses strongly agree to strongly disagree), and the helpfulness to counseling to their healing process

(responses yes or no).

### Attachment B1 - Program Budget Summary

financial contraction and the second contraction									
PROGRAM			DATE PREPARED						
VOCA Crime Victim Assistance	e- 2017		3/17/2017						
CONTRACTOR NAME			BUDGET PERIOD						
City of Detroit			From: 10/1/2016 To: 9/30/2017						
MAILING ADDRESS (Number 1151 Taylor	r and Street)		BUDGET AGREEMENT # AMENDMENT #						
Herman Kiefer Health Comple	x, Rm 317		Criginal						
CITY	STATE	ZIP CODE	FEDERAL ID NUMBER						
Detroit	MI	48202-1732	38-6004606		ne occienta				

	Category	Amount	Cash	Inkind	Total				
DIR	DIRECT EXPENSES								
Pro	gram Expenses				tition to the first the control of t				
1	Salary & Wages	439,843.00	118,569.00	0.00	558,412.00				
2	Fringe Benefits	131,964.00	61,564,00	0.00	193,528.00				
3	Volunteer	0.00	0.00	43,713.00	43,713.00				
4	Volunteer Fringe Benefits	0.00	0.00	3,344.00	3,344.00				
5	Travel	1,747.00	0.00	0.00	1,747.00				
6	Supplies & Materials	22,459.00	0.00	0.00	22,459.00				
7	Contractual	212,874.00	0.00	0.00	212,874.00				
8	Equipment	94,164.00	0.00	0.00	94,164.00				
9	Other Expenses	5,710.00	0.00	0.00	5,710.00				
Tota	l Program Expenses	908,761.00	180,133.00	47,057.00	1,135,951.00				
тот	AL DIRECT EXPENSES	908,761.00	180,133.00	47,057.00	1,135,951.00				
IND	RECT EXPENSES								
Indi	rect Costs								
1	Indirect Costs	0.00	0.00	0.00	0.00				
Tota	l Indirect Costs	0.00	0.00	0.00	0.00				
тот	AL INDIRECT EXPENSES	0.00	0.00	0.00	0.00				
тот	AL EXPENDITURES	998,761.00	180,133.00	47,057.00	1,135,951.00				

### Source of Funds

### SOURCE OF FUNDS

Category	Amount	Cash	Inkind	Total
1 Source of Funds				
Fees and Collections	0.00	0.00	0.00	0.00
State Agreement	908,761.00	0.00	0.00	908,761.00
Local	0.00	180,133.00	0.00	180,133.00
Federal	0.00	0.00	0.00	0.00
Foundation Grant	0.00	0.00	0.00	0.00
United Way Grant	0.00	0.00	0.00	0.00

Contributions	0.00	0.00	0.00	0.00
Volunteer	0.00	0.00	47,057.00	47,057.00
Other(6)	0.00	0.00	0.00	0.00
 Total Source of Funds	908,761.00	180,133.00	47,057.00	1,135,951.00
Totals	908,761.00	180,133.00	47,057.00	1,135,351.00

Attachment B2 - Program Budget - Cost Detail Schedule

Une Item	Qty	REE	Units	иом	Amount	Cash	inkind	Tot
EGT EXPENSES								
gram Expenses			emiljone+Kolikis (uksapakcione)			in nil numruggavingskjetkjet knil <u>mo</u> kkjet kjedicistalida	a talah vina da kalah kan malah sa kilinta kilinta kilinta da kan pananya	interestation in the contract of the contract
Salary & Wages		iki sa kaminin hinda ka palakan maraka ka maka maka mangapasa pasa						
	T			T				
Social Worker-	2080.00	21.440	0.000	HRS	44,595.00	0.00	0.00	44,595.
Belinda Edwards	00							With the transmission of the second
Social Worker-Rita	2080.00	21.440	0.000	HRS	44,595.00	0.00	0.00	44,595.
Gibson	00							
Social Worker-Donna	8.0000	19.570	0.000	HRS	157.00	0.00	0.00	157.
Evans	and the same of th	de de la companya de						
Social Worker-Anne	2080.00	19.470	0.000	нес	40,498.00	0.00	0.00	40,498.
Chatman	00		w+w/w		70,700.00	V.00	0.00	70,700.
Other (Caralle)	000000	~ ~ ~ ~ ~		<u> </u>	1			HERONOMORIO (HERONOMORIO (HERONOMORIO)
Other (Specify)- Felicia Jenkins -	2080.00	23.960	0.000	HRS	49,837.00	0.00	0.00	49,837.
Volunt	00				800 MIN			
			ikini <del>i kanili kan</del> ili					
Other (Specify)-	2080.00	22.820	0.000	HRS	0.00	47,466.00	0.00	47,466.
Denise Stoudamire -	00			9	A Committee of the Comm			
Homi  Notes : Denise								
Notes : Denise   Stoudenire is a					And an and an			
Senior social worker					1000			
who coordinates our								
homicide initiative.								
This position is 100%	Programme and the second							
match and funded								
100% by the City of								
Oetroit.								
Other (Specify)-	2080.00	22.820	0.000	HBS	0.00	47,466.00	0.00	47,466.
Deanne Elms -	00		0.000	40		41,400.00	V.00	47,400.
LEV/SA Coo	TO STATE OF THE ST							
Notes : Deanne Elms								
is a Senior Social	WASHINGTON	***************************************					Q-land	
Worker who								
coordinates our								
sexual assaults and	era							
law enforcement								
verification (LEV)								
nices es. This								
position is 100%		944						
match and funded		and the second				Facility (Accounts)	No.	
100% by the City of Detroit.						вученифильфия	şênejî kinudige	
					1			
Social Worker-Clerra	2080.00	19.470	0.000	HRS	40,498.00	0.00	0.00	40,498.0
Stubbs	00					***************************************		
Social Worker-	2080.00	19.470	0.000	HRS	40,498.00	0.00	0.00	40,498.0
Charles Phipps	00	888						

r	Ting Ham	Qtv	Rati	A Hadeo	UOM	l Amount	T	Inkind	
-		<b>†</b>			The statement of the st				1
Manager of the Control of the Contro	Social Worker- Geneva Giles	2080.00 00		0.000	HRS	40,498.00	0.00	0.00	40,498.00
en e	Social Worker-To Be Named	1214.00 00	19.47(	0.000	HRS	23,637.00	0.00	0.00	23,637.00
MANAGEMENT COLORS AND STREET	Social Worker-To Be Named	1214.00 00	19.470	0.000	HRS	23,637.00	0.00	0.00	23,637.00
	Social Worker-To Be Named	1214.00 00	19.470	0.000	HRS	23,637.00	0.00	0.00	23,637.00
	Social Worker-To Be Named Notes: This position is 100% VOCA match, and paid through the City of Detroit general fund.	1214.00 00	19,470	0.000	HRS	0.00	23,637.00	0.00	23,637.00
in video karaki karaka karaka paraka karaka kara	Social Worker-Kera Carter Notes: This position is 100% VOCA match and paid through the City of Detroit General Fund.	1840.00 00	19.470		HRS	35,825.00	0.00	0.00	35,825.00
	Social Worker- LaKeita Cobb	1640.00 00	19.470	0.000	HRS	31,931.00	0.00	0.00	31,931.00
Tota	al for Salary & Wages				Recolumnia (Special de La Companya (Special de La Companya (Special de La Companya (Special de La Companya (Sp	439,843.0	118,569.00	0.00	558,412.00
2	Fringe Benefits	nii Collega (ne control contro		halmeni ishiri Madamori eta era atau ta atau					***************************************
	Retirement Notes : All fringe benefit match dollars are from the City of Detroit general fund	0.0000	5.000	558412. 000	galar sar dh dh dha nha neeseyee ay ee ga	18,658.00	9,263.00	0.00	27,921.00
	FICA Notes: All cash match, fringe benefits, are taken from the City of Detroit general fund.	0.0000	7.650	558412. 000		28,546.00	14,173.00	0.00	42,719.00
	Unemployment Notes : The City of Detroit, general fund, supports all fringe benefit cash match dollars.	0.0000	5.920	142500. 000		6,749.00	1,687.00	0.00	8,436.00
- 1	Workers Compensation	0.0000	2.590	558412. 000		9,565.00	4,799.00	0.00	14,463.00

	Line Item	Qty	Pata	Units	LION	Amount	Cash	Inkind	Tota
	Notes : All cash match, fringe benefits, are taken from the City of Detroit general fund.			The second section of the section of				20 8462 200	
	Hospital Insurance Notes: The City of Detroit, general fund, supports all cash match fringe benefits.	0.0000	17.080	585412. 000	1	68,346.00	31,643.00	0.00	99,989.00
Tot	al for Fringe Benefits					131,964.0 0	61,564.00	0.00	193,528.00
3	Volunteer								
	Intern Volunteer	1852.90 00	22.960	0.000	HRS	0.00	0.00	42,543.00	42,543.00
	Volunteer Other (Specify)-Police Reservi	50.9500	22.960	0.000	HRS	0.00	0.90	1,170.00	1,170.00
Tot	al for Volunteer					0.00	0.00	43.713.00	43.713.00
4	Volunteer Fringe Ber	refits		omen value de la company de la					
	FICA	0.0000	7.650	43713.0 00	4355 C.09 C.00 All and C.00 C.00 C.00 C.00 C.00 C.00 C.00 C.0	0.00	0.00	3,344.00	3,344.00
5	Travel	ResembethousiemionicomoRe		olekalitika-rengjijkeessapayag	hasensonvannumum	MARINE ROLLINGS AND ADDRESS OF THE PARTY OF	ininina manaka manak		nienie odnikanie i en entiranie oberka i osopopuna manye <u>e same</u> ne
	Staff Development Training Registrations	6.0000	291.160	0.000	VAR	1,747.00	0.00	0.00	1,747.00
6	Supplies & Materials					Microbian Process of the september of the process o	ot kinembel melék kemininako idai idai idai ida ida jarapan j	terminet in the terminent of the terminent and properties.	Palattisekkalaitiisekkalikkalaitiisekalaiseksi ja papaye
	Victim Resource Materials	4000.00 00	1.500	0.000	VAR	6,000.00	0.00	0.00	6,000.00
	Office Supplies - Consummable	53.8300	130.040	0.000	VAR	7,000.00	0.00	0.00	7,000.00
	Printing	525.500 0	18.000	0.000	VAR	9,459.00	0.00	0.00	9,459.00
Tota	il for Supplies & Mate	rials	ř			22,459.00	0.00	0.00	22,459.00
7	Contractual		Steam hidde and hidde and a lack and a lack and a lack and a proper property and a second and a lack and a lac					minimum manimum na A.	
	Other (Specify)-Frank Miles, Homicide VI Notes: Advocates in this position are embedded within the Homicide Section and provide support	1000.00	40.040	0.000	HRS	40,040.00	0.00	0.00	40,040.00
	during the law enforcement interview with these	est caturing report (a travel of the general channel	Company of the Compan	and a state of the					

Line Item	Qty	Rate	Units	UOM	Amount	Cash	Inkind	Total
secondary victims.								
Contact Details :						Augustina de la companya de la compa		
Frank Miles						-	nja sa wata	
21318 Majestic,								
Ferndale,MI,48220,								
Phone : 2482551662								
Other (Specify)-	1020.00	40.530	0.000	HRS	41,341.00	0.00	0.00	41,341.00
Walter Brown,	00							
Homicide V								
Notes : This								
Advocate provides								
support to homicide								
victims presenting at								
the Homicide Section					0			
for their law								
enforcement								
interviews.								
Additionally, this					ACCUSATION OF THE PROPERTY OF			
Advocate is								
responsible for					***			
provide transportation	and the same							
assistance for victims								
in need of this								
service.								
Contact Details :								
Walter Brown								
6216 Lodewyck,								
Detroit,MI,48224,								
Phone : 3137276839								
Other (Specify)-	1020.00	40.530	0.000	HRS	41,341.00	0.00	0.00	41,341,00
Tiffany Perry,	00							
Domestic								
Notes: This position								
is stationed within the	virianos.	100						
Detroit Police								
Domestic Violence								000000000000000000000000000000000000000
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	1000.00	1000.00 40.040	1000.00 40.040 0.000	1000.00 40.040 0.000 HRS	1000.00 40.040 0.000 HRS 40,040.00	1000.00 40.040 0.000 HRS 40,040.00 Q.00	1000.00 40.040 9.000 HRS 40,040.00 0.00 0.00

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nje osobosovani Se osobosovani Se osobosovani	providing crisis					rice (manage)			500 MACHINE
	intervention, follow-up								
	well being calls,					SERVICE STATE OF THE SERVICE S			
	community referrals								
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	all victim types			Ni Neronale				document of the second of the	
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	meetings, as needed.	No.						SCHOOL STATE OF STATE	
	Contact Details : To	W. Wallet							
	Be Named								
	4707 St. Antoine,								
	Detroit,MI,48201,								
	Phone : 3138331660								
Tota	il for Contractual					212,874.0	0.00	0.00	212,874.00
8	Equipment	oni neliidiininen suunna esta aktijusta jaa	QQAQAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAA						
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	Other (Specify)-	2.0000	47082,000	0.000	VAR	94,164.00	0.00	0.00	94,164.00
1	Vehicles for								
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9	Other Expenses				DRING HOLD STATE OF THE STATE O	***************************************			
ı	Agency Memberships	1.0000	730.000	0.000	VAR	730.00	0.00	0.00	730.00
Construction of the Constr	Notes : This line item								
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and the second	Communication -	5.0000	296,000	0.000	. / A /%		~ A A A		
- 1	Cellular Phone	J.UAU	Z30.UUU	0.000	VAK	1,480.00	0.00	0.00	1,480.00
	Cesuar Phone Service	8094000000							
8	service Notes : All cellular	abitatriocolies							
- 8		a deleteration							
- 8	phones supported by this line item are for	No.							
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8.	use by VOCA funded							(Constant)	-
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Line Item	Qty	Rate	Units	UOM	Amount	Cash	inkind	Total
or off site.								
Agency Memberships Notes: This line supports membership in the National Organization of Victim Assistance. All non-degreed advocates, of Detroit Police Victim	5.0000	700.000	0.000	VAR	3,500.00	0.00	0.00	3,500.00
Assistance, are required to maintain certification by this organization.								
Total for Other Expenses	Calcheribrathin			-	5,710.00	0.00	0.00	5,710.00
Total Program Expenses					908,761.0	180,133.00	47,057.00	1,135,951.0 0
TOTAL DIRECT EXPENSE	\$				908,761.0 0	180,133.00	47,057.00	1,135,951.0
INDIRECT EXPENSES						And the state of t		
Indirect Costs								
1 Indirect Costs								
Total Indirect Costs	Total Indirect Costs							0.00
TOTAL INDIRECT EXPENS		0.00	0.00	0.00	0.00			
TOTAL EXPENDITURES		908,761.0	180,133.00	47,057.00	1,135,951.0 0			

# **Modified Documents**



COLEMAN A. YOUNG MUNICIPAL CENTER 2 WOODWARD AVENUE, SUITE 1026 DETROIT, MICHIGAN 48226 PHONE: 313 + 628-2158

FAX: 313 • 224 • 0542 WWW.DETROITMLGOV

April 3, 2017

The Honorable Detroit City Council ATTN: City Clerk Office 200 Coleman A. Young Municipal Center Detroit MI 48226

RE: Request to Accept and Appropriate the FEMA Legislative Pre-Disaster Mitigation Grant Program FY 2008

The Federal Emergency Management Agency, FEMA, has awarded the City of Detroit Homeland Security and Emergency Management department with the Legislative Pre-Disaster Mitigation Grant FY 2008, for a total of \$1,118,816.00. The Federal share is 75 percent or \$839,112.00 of the approved amount, with a cash match of 25 percent or \$279,704.00. The grant period is December 1, 2016 through November 30, 2019.

The objective of the grant is to provide funding to state and local governments to implement long-term hazard mitigation measures. The funding allotted to the department will be utilized to purchase and install emergency back-up generators at ten Fire Stations in the City of Detroit. This is a reimbursement grant.

Difficulties identifying projects, securing required matches and the bankruptcy all attributed to the long delay in grant award approval.

If approval is granted to accept and appropriate this funding, the appropriation number is 20393, with the match amount coming from appropriation number 00064.

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

Sincerely

Nichelle Hughley

Deputy CFO, office of Grants Management

Enclosure

CC: Sajjiah Parker, Assistant Director - OGM



### RESOLUTION

Council	Member	
all an area sames	******	

WHEREAS, the Homeland Security and Emergency Management department is requesting authorization to accept a grant of reimbursement from the Federal Emergency Management Agency, in the amount of \$839,112.00, to install emergency back-up generators at Fire Stations in the City of Detroit,

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 20393 in the amount of \$1,118,816.00 which includes the match amount \$279,704.00, identified in Fire Appropriation number 00064.

### FY 2008 Legislative Pre-Disaster Mitigation Grant Program Grant Agreement

December 1, 2016 - November 30, 2019

CFDA Number: 97.047

Grant Number: LPDM-PJ-05-MI-2008-012

This Fiscal Year 2008 (FY 2008) Legislative Pre-Disaster Mitigation Grant Program (L-PDM) grant agreement is hereby entered into between the Michigan Department of State Police, Emergency Management and Homeland Security Division (hereinafter called the Subgrantor), and

### **Detroit Homeland Security and Emergency Management**

(hereinafter called the Subgrantee)

### 1. PURPOSE

This Grant Agreement is made pursuant to the Pre-Disaster Mitigation Grant Program (L-PDM) Catalog of Federal Domestic Assistance [CFDA] Number (97.047) Section 203 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC 5121-5206, as amended by Section 102 of the Disaster Mitigation Act of 2000. The L-PDM program funding is awarded by the Federal Emergency Management Agency (FEMA) and is administered by the Subgrantor. The purpose of this Grant Agreement is to assist the Subgrantee in the implementation of LPDM-PJ-05-MI-2008-012 (Project) — a project to provide supplementary financial assistance for the implementation of cost-effective hazard mitigation measures that will permanently reduce or eliminate the long-term risk to human life and property from natural, technological or human-caused disasters and their effects.

### 2. TERM

Subgrantee shall complete the Project by November 30, 2019, unless a time extension is approved in writing. If Subgrantee is delayed in its completion of the Project by an event beyond its control, FEMA has the discretion to extend the date for completing the Project. A time extension in writing shall be the only remedy for a delay.

### 3. SERVICES

Subgrantee shall:

Complete the approved measures detailed in the attached L-PDM formal application submitted by the federal eGrants web-based application system, and summarized as follows:

This project proposes to provide a secondary power source to ten (10) City of Detroit fire stations by installing a backup generator with an automatic transfer switch at each of the ten locations. The generators will be installed at those locations throughout the city that have been approved and identified in 'Attachment A' of this grant agreement. Any generators, automatic transfer switches, and equipment purchased with funds awarded under this agreement may only be installed at the locations listed in 'Attachment A'. No changes to the locations described in 'Attachment A' can be implemented without prior FEMA approval. Requests for changes must be made to FEMA through Subgrantor and supported by adequate justification in order to be processed.

The generators, automatic transfer switches, and equipment are designed (site specific) and described in 'Attachment A' to provide power to the entire building (including the garage and garage doors) to enable continued communications, safety, and security operations at the fire stations. The generators are powered by natural gas and will have an automatic transfer switch to eliminate downtime or a gap in services. Only the generators, automatic transfer switches, and equipment described in 'Attachment A' may be purchased with funds awarded under this grant agreement. No changes to the items described in 'Attachment A' can be implemented without prior FEMA approval. Requests for changes must be made to FEMA through Subgrantor and supported by adequate justification in order to be processed.

Pre-Disaster Mitigation Program - Grant Agreement
FY 2008 L-PDM
Between the State of Michigan and
Detroit Homeland Security and Emergency Management

The City of Detroit General Services Department (GSD) facilities supervisor will act as the project manager and oversee the contractor responsible for installation of the generators. The City of Detroit (GSD) will collaborate with the Public Lighting Department to develop a bi-monthly maintenance and testing schedule for the generators. The annual maintenance costs will be an expense allocation of the GSD, estimated at \$700 - \$1,400 per generator. The installation of the back-up generators will support emergency communications and enable continued essential fire and EMS operations, as required, to meet the health and safety needs of the city during power failures.

No changes to the approved scope of work (approved measures) can be implemented without prior FEMA approval. Requests for changes to the scope of work must be made to FEMA through Subgrantor and supported by adequate justification in order to be processed. All expenses, including local match, must be appropriately documented and reasonable to be eligible for reimbursement. Expenses that are not related to the approved scope of work and budget are not eligible for reimbursement under the provisions of this grant agreement. Line items in the approved cost estimate (from the attached L-PDM application) may not fluctuate by more than 10% without prior approval from FEMA.

All necessary permits will be obtained for the project and are the resposibility of the Subgrantee.

This Project has been approved for funding by the FEMA. Subgrantee shall ensure that the Project:

- A. Is in conformance with the most recently revised Michigan Hazard Mitigation Plan, developed as a requirement of Section 322 of the Stafford Act, 42 U.S.C. 5165.
- B. Is in conformance with 44 CFR Part 9 (Floodplain Management and Protection of Wetlands) and 44 CFR Part 10 (Environmental Considerations).
- C. Is in conformance with 44 CFR Part 80 (acquisition rules)
- D. Is implemented in conformance with the environmental conditions that have been identified through the National Environmental Policy Act review. These conditions can be found in one or more of the following FEMA documents:
  - Record of Environmental Consideration
  - Categorical Exclusion ("CATEX") Letter/Memo
  - Environmental Assessment
  - Finding of No Significant Impact
- E. Solves a problem independently, or constitutes a functional portion of a solution, where there is assurance that the Project as a whole will be completed.
- F. Is cost-effective and substantially reduces the risk of future damage, hardship, loss, or suffering resulting from a major disaster. Subgrantee shall demonstrate this by documenting that the Project:
  - 1) Addresses a problem that has been repetitive, or a problem that poses a significant risk if left unsolved.
  - 2) Will not cost more than the anticipated value of the reduction in both direct damages and subsequent negative impacts to the area if future disasters were to occur.
  - 3) Has been determined to be the most practical, effective, and environmentally sound alternative after consideration of a range of options.
  - 4) Contributes, to the extent practicable, to a long-term solution to the problem it is intended to address.
  - 5) Considers long-term changes to the areas and entities it protects, and has manageable future maintenance and modification requirements.

# 4. RESPONSIBILITIES OF SUBGRANTOR

Subgrantor agrees to:

A. Administer the L-PDM Program in accordance with applicable federal and state regulations and guidelines.

- B. Provide to Subgrantee a signed copy of this Grant Agreement.
- C. Reimburse Subgrantee, within the limits of funds available from Congressional appropriations for such purposes and in accordance with this Grant Agreement, for the federal share of allowable project expenses based upon the Project Application approved by the FEMA.

# 5. TERMS AND CONDITIONS OF PAYMENT

The FEMA has approved a Federal share for this project in the amount of: \$839,112.00

Total estimated cost of this mitigation project is	\$1,118,816.00
Total L-PDM contribution is	\$ 839,112.00
Total nonfederal contribution is	\$ 279,704.00

Federal assistance is made available within the limits of funds available from Congressional appropriations for such purposes in accordance with the Stafford Act, Executive Orders 12148 and 12673, appropriate regulations found in Title 44 of the Code of Federal Regulations (CFR), as amended and currently applicable handbooks. Federal funds provided under the Stafford Act for the Pre-Disaster Mitigation Grant are limited to a maximum of 75 percent of the total eligible costs. If there is a cost under-run for the project, final reimbursement for the federal share of the project costs and administrative allowance will be adjusted based on actual costs of the project. Subgrantee shall provide the required nonfederal matching funds.

In accordance with Fiscal Year 2008 PDM Program Guidance, adjustments may be made among cost line items in the approved budget (from eGrants application) up to a cumulative threshold of 10% of the total budget without seeking formal approval from FEMA. Adjustments exceeding this threshold must be approved in advance by FEMA. Requests for a budget revision must be made to FEMA through Subgrantor and supported by adequate justification in order to be processed. The Federal share will not be increased.

Any costs incurred <u>prior</u> to the issuance of the Fiscal Year 2008 PDM Program Guidance, are not allowable costs for the grant. Eligible costs incurred prior to the award but after the issuance of the Fiscal Year 2008 PDM Program Guidance are allowable if identified as separate (pre-award) line items in the application cost estimate and approved by FEMA.

Subgrantor's timely receipt and verification of all required documentation is a condition of payment. Subgrantor may pursue all available remedies for the recoupment of any advance payments that have been inadequately documented or determined by Subgrantor to have been improperly made or expended for any reason.

Subject to the exercise of Subgrantor's sole discretion, three types of payments may be made to Subgrantee for this Project:

- A. If Subgrantee provides Subgrantor with a letter indicating the amount of reimbursement requested along with completed reimbursement request forms, as well as supporting documentation demonstrating the total expenditures to date for eligible Project activities, Subgrantee may, at Subgrantor's sole discretion, receive reimbursement of eligible expenditures of up to 75% of the <a href="federal share">federal share</a> of the grant. Subgrantor will review the expenditures and make payment of no more than 75% of total eligible expenditures to date. Prior to Project completion, Subgrantor will pay to Subgrantee no more than a total (including all advance and reimbursement payments) of 75% of the federal share of the Grant.
- B. Upon Subgrantee's completion of the Project, Subgrantor will inspect the Project and review all expenditures for eligibility prior to making final payment to Subgrantee. To receive final payment, the Subgrantee shall provide the Subgrantor with a letter indicating the project is complete. Along with the letter provide completed reimbursement request forms that include the total expenditures for the project, and separate documentation supporting each total expenditure.
- C. In rare circumstances only, if Subgrantee provides Subgrantor with a letter outlining the immediate need for an advance payment and the amount of the requested advance,

Pre-Disaster Mitigation Program - Grant Agreement
FY 2008 L-PDM
Between the State of Michigan and
Detroit Homeland Security and Emergency Management

Subgrantee may, at Subgrantor's sole discretion, receive an initial advance payment of up to 50% of the Federal share of the grant. Pursuant to Federal regulations, Subgrantee shall minimize the time between the receipt of advance funds and disbursement of those funds for eligible expenditures. If interest is earned on advance funds, Subgrantee shall remit the interest to FEMA at least quarterly. If advance funds will be unavoidably held by Subgrantee for a significant period of time, to avoid remitting earned interest, Subgrantee shall place the advance funds in a non-interest bearing account.

D. No payment will be made unless all quarterly reports have been submitted and are up to date.

The funds must supplement, not supplant, state or local funds. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have bee appropriated for the same purpose. Potential supplanting will be carefully reviewed in the application review, in subsequent monitoring, and in the audit. The Subgrantee may be required to supply documentation certifying that they did not reduce non-federal funds because of receiving funds. Federal funds cannot be used to replace a reduction in non-federal funds or solve budget shortfalls in general fund programs.

# 6. ACCOUNTING AND ADMINISTRATIVE REQUIREMENTS

- A. In addition to this Grant Agreement, Subgrantee shall complete, sign, and submit to Subgrantor the following documents which are incorporated by reference into this Grant Agreement:
  - Summary Sheet for Assurances and Certifications (FEMA Form 20-16), certifying to Non-Construction Programs (FEMA Form 20-16A) or Construction Programs (FEMA Form 20-16B), and Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-free Workplace Requirements (FEMA Form 20-16C)
  - 2) Disclosure of Lobbying Activities, if applicable (Standard Form LLL)
  - 3) Audit Certification Form
  - 4) W-9 Form
  - 5) Other documents that may be required by federal or state officials.
- B. Subgrantee shall provide at least 25 percent matching funds from nonfederal sources within the timeframe specified in Paragraph 2. Approval of in-kind match is at the sole discretion of the Subgrantor, the Subgrantor reserves the right to deny or adjust in-kind match, if necessary. (Community Development Block Grant funds, though federal in origin, lose their federal identity and are an acceptable matching source.)
- C. Subgrantee shall comply with the requirements of the Stafford Act, applicable regulations found in 44 CFR and U.S. Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122 and A-133.
- D. Subgrantee shall account for receipts and expenditures, maintain adequate financial records, and refund expenditures disallowed by federal or state audit.
- E. Subgrantee shall comply with all applicable codes, standards, and permitting requirements that pertain to this project and shall provide maintenance as appropriate and required for the life of the Project.
- F. Subgrantee shall retain all records of work, including receipts, checks, bills, job orders, contracts, equipment usage, payroll information, and other necessary documentation that would be required for an audit for a period of three years from the date the grant is closed by FEMA.
- G. Subgrantee shall, on a quarterly basis, complete and submit to the Subgrantor in eGrants a Pre-Disaster Mitigation Grant Program Quarterly Progress Report Form. Should the Quarterly Progress Reporting Form not be available in eGrants, the Subgrantee will submit a paper Quarterly Progress Reporting Form to the Subgrantor.
- H. Subgrantee shall perform the required financial and compliance audits in accordance with the Single Audit Act of 1996 and Office of Management and Budget Circular A-133, as revised, for the fiscal year(s) when expenditures occurred.
- 1. Subgrantee shall provide Subgrantor and its representatives access to Subgrantee's records and documents related to the use of L-PDM funds for this Project.

#### NATIONAL FLOOD INSURANCE

Subgrantee shall maintain good standing with the National Flood Insurance Program (NFIP) and comply with local regulations pertaining to the NFIP. If Subgrantee fails to maintain good standing in the NFIP and to enforce NFIP requirements for all development in identified flood hazard areas, Subgrantee shall repay to Subgrantor the L-PDM funds related to the Project.

#### 8. EMPLOYMENT MATTERS

Sub-grantee shall comply with Title VI of the Civil Rights Act of 1964, as amended, the Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Grant Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment; or any matter directly or indirectly related to employment because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, limited English proficiency, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. Sub-grantee agrees to include in every subcontract entered into for the performance of this Grant Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of the Grant Agreement.

The Sub-grantee shall ensure that no subcontractor, manufacturer, or supplier of Sub-grantee on this Project appears in the register compiled by the Michigan Department of Labor and Economic Growth, Bureau of Commercial Services, Licensing and Enforcement Divisions, pursuant to 1980 PA 278, as amended, MCL 423.321 et seq. (State Contractors with Certain Employers Prohibited Act), or on the Federal excluded party list system database located at www.epls.gov.

## 9. BARRIER FREE DESIGN

Subgrantee shall ensure that the Project complies with the barrier free design requirements of 1966 PA 1, as amended, MCL 125.1351 et seq. (Utilization of Public Facilities by Physically Limited Act).

#### 10. REDISTRIBUTION PROHIBITION

A grant awarded under this Grant Agreement shall be used by Subgrantee and shall not be redistributed by the Subgrantee to any other entity unless specifically provided for in this Grant Agreement. Subgrantor must approve changes to this provision in writing prior to any redistribution.

# 11. SUBGRANTEE'S LIABILITY

Subgrantee will provide and maintain during the term of this Grant Agreement public liability, property damage, and worker's compensation insurance insuring, as they may appear, the interests of all parties to this Grant Agreement. The Subgrantee is responsible for insuring that all precautions are exercised at all times for the protection of all persons and property. The Subgrantee shall secure all necessary certificates and permits from municipal or other public authorities and comply with all national, state, and municipal laws, ordinances, and regulations as may be required in connection with the performance of this Grant Agreement.

# 12. LIMITATION OF LIABILITY

Subgrantor and Subgrantee to this grant agreement agree that each must seek its own legal representative and bear its own costs, including judgments, in any litigation that may arise from performance of this contract. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

This is not to be construed as a waiver of governmental immunity.

## 13. GRANT AGREEMENT PERIOD

This grant agreement is in full force and effect from December 1, 2016 to November 30, 2019. This Grant Agreement consists of two identical sets simultaneously executed, each is considered an original having identical legal affect.

## 14. BUSINESS INTEGRITY CLAUSE

The Subgrantor may immediately cancel the grant without further liability to the Subgrantor or its employees if the Subgrantee, an officer of the Subgrantee, or an owner of a 25% or greater share of the Subgrantee is convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or Federal antitrust statues; or convicted of an other criminal offense which, in the sole discretion of the Subgrantor, reflects on the Subgrantee's business integrity.

#### 15. THIRD PARTIES

This Grant Agreement is not intended to make any person or entity not a party to this Grant Agreement a third-party beneficiary hereof or to confer on a third party any rights or obligations enforceable in their favor.

## 16. TERMINATION

Subgrantor may terminate this Grant Agreement for any reason upon five (5) days written notice to Subgrantee. Upon termination, Subgrantor shall have no further obligation to make payments.

#### 17. ENTIRE GRANT AGREEMENT

This Grant Agreement is governed by the laws of the State of Michigan and supersedes all prior agreements, documents, and representations between Subgrantor and Subgrantee, whether expressed, implied or oral. This Grant Agreement constitutes the entire agreement between the parties and may not be amended except by written instrument executed by both parties prior to the termination date set forth in Paragraph 2 above. No party to this Grant Agreement may assign this Grant Agreement or any of his/her/its rights, interest, or obligations hereunder without the prior consent of the other party. Subgrantee agrees to inform Subgrantor in writing immediately of any proposed changes of dates, budget, or services indicated in this Grant Agreement, as well as changes of address or personnel affecting this Grant Agreement. Changes in dates, budget or services are subject to prior written approval of Subgrantor. If any provision of this Grant Agreement shall be deemed void or unenforceable, the remainder of the Grant Agreement shall remain valid.

Pre-Disaster Mitigation Program - Grant Agreement FY 2008 L-PDM Between the State of Michigan and Detroit Homeland Security and Emergency Management

## 18. OFFICIAL CERTIFICATION

## For the Subgrantee

The individual or officer signing this Grant Agreement certifies by his or her signature that he or she is authorized to sign this Grant Agreement on behalf of the responsible governing board, official, or agency. Subgrantee further certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this grant by any federal department or agency. If Subgrantee is unable to certify to any portion of this statement, Subgrantee shall attach to this Grant Agreement an explanation of the reason.

For Subgrantee: City of Detroit Homeland Security and	d Emergency Management
NINA S. NORTHERN  Printed Name  MM J.  Signature	Emergency Management Clerry, Title 3/24/2017 Date
For Subgrantor:	
Chris A. Kelenske, Captain Printed Name	Deputy State Director of Emergency  Management and Homeland Security  Title
Chris a. Kolombe Signature	3/17/17 Date

# Attachment A

Subgrant Applicant: Detroit Homeland Security and Emergency Management Subgrant Application Number: LPDM-PJ-05-MI-2008-012

This document contains site-specific information for the approved scope of work for the above Subgrant Application Number.

LOCATION	LATITUDE	LONGITUDE	Abproved Generator and Equipment Specifications
Engine 9, Detroit Fire Station 3737 E. Lafayette, Detroit MI 48207		-83.013474	NATURAL GAS GENERATOR – (1800 RPM and UL2200) TAYLOR POWER SYSTEMS – 125 KW, 120/240V, 3PH, 376A, 400A CB, BATTERY, BATTERY CHARGER, BLOCK HEATER, SOUND ENCLOSURE AND REMOTE ANNUNCIATOR.
			AUTOMATIC TRANSFER SWITCH THOMSON TECHNOLOGIES – 400A, 120/240V, 3PH, 4W, SERVICE ENTRANCE RATED, NEMA 1, OPEN TRANSITION.
Engine 39, Detroit Fire Station (Built: 1950) 8700 14 <sup>th</sup> St., Detroit MI 48206	42.3681064	-83.1004216	NATURAL GAS GENERATOŘ – (1800 RPM and UL2200) TAYLOR POWER SYSTEMS – 80 KW, 120/208V, 3PH, 278A, 400A CB, BATTERY, BATTERY CHARGER, BLOCK HEATER, SOUND ENCLOSURE, AND REMOTE ANNUNCIATOR.
			AUTOMATIC TRANSFER SWITCH THOMSON TECHNOLOGIES – 250A, 120/208V, 3PH, 4W, SERVICE ENTRANCE RATED, NEMA 1, OPEN TRANSITION.
Engine 40, Detroit Fire Station (Built: 1950) 13939 Dexter Ave., Detroit MI 48238	42.3934049	-83.1359997	NATURAL GAS GENERATOR – (1800 RPM and UL2200) TAYLOR POWER SYSTEMS – 125 KW, 120/240V, 3PH, 376A, 400A CB, BATTERY, BATTERY CHARGER, BLOCK HEATER, SOUND ENCLOSURE, AND REMOTE ANNUNCIATOR.
			AUTOMATIC TRANSFER SWITCH THOMSON TECHNOLOGIES – 400A, 120/240V, 3PH, 4W, SERVICE ENTRANCE RATED, NEMA 1, OPEN TRANSITION.
Engine 44, Detroit Fire Station 35 W. 7 Mile Rd., Detroit MI 48203	42.432274	-83.102777	NATURAL GAS GENERATOŘ – (1800 RPM and UL2200) TAYLOR POWER SYSTEMS – <b>50 KW</b> , 120/208V, 3PH, 174A, 200A CB, BATTERY, BATTERY CHARGER, BLOCK HEATER, SOUND ENCLOSURE, AND REMOTE ANNUNCIATOR.
			AUTOMATIC TRANSFER SWITCH ASCO – 2004, 120/240V, 3PH, 4W, SERVICE ENTRANCE RATED, NEMA 1, OPEN TRANSITION.
Engine 48, Detroit Fire Station (Built: 1950) 2300 S. Fort St., Detroit MI 48217	42.2729989	-83.1609417	NATURAL GAS GENERATOR – (1800 RPM and UL2200) TAYLOR POWER SYSTEMS – 100 KW, 120/208V, 3PH, 347A, 400A CB, BATTERY, BATTERY CHARGER, BLOCK HEATER, SOUND ENCLOSURE, AND REMOTE ANNUNCIATOR.
			AUTOMATIC TRANSFER SWITCH THOMSON TECHNOLOGIES – 400A, 120/240V, 1PH, 3W, SERVICE ENTRANCE RATED, NEMA 1, OPEN TRANSITION.

# Attachment A

I CONTINUE	and the second second		
LUCATION	LATITUDE	LONGITUDE	Approved Generator and Equipment Specifications
Engine 51 (Squad 5), Detroit Fire Station 18326 Livernois Ave., Detroit MI 48221	42.4213177	-83.1432034	NATURAL GAS GENERATOR – (1800 RPM and UL2200) TAYLOR POWER SYSTEMS – 50 KW, 120/208V, 3PH, 174A, 200A CB, BATTERY, BATTERY CHARGER, BLOCK HEATER, SOUND ENCLOSURE, AND REMOTE ANNUNCIATOR.
			AUTOMATIC TRANSFER SWITCH ASCO 200A, 120/208V, 3PH, 4W, SERVICE ENTRANCE RATED, NEMA 1, OPEN TRANSITION.
Engine 57, Detroit Fire Station 13960 Burt Rd., Detroit, MI 48223	42.386455	-83.2482714	NATURAL GAS GENERATOR – (1800 RPM and UL2200) TAYLOR POWER SYSTEMS – 50 KW, 120/240V, 1PH, 200A, 200A CB, BATTERY, BATTERY CHARGER, BLOCK HEATER, SOUND ENCLOSURE, AND REMOTE ANNUNCIATOR.
			AUTOMATIC TRANSFER SWITCH ASCO – 200A, 120/240V, 1PH, 3W, SERVICE ENTRANCE RATED, NEMA 1, OPEN TRANSITION,
Engine 60, Detroit Fire Station 19701 Hoover St., Detroit, MI 48205	42.3496468	-83.0430199	NATURAL GAS GENERATOR – (1800 RPM and UL2200) TAYLOR POWER SYSTEMS – 30 KW, 120/240V, 1PH, 125A, 150A CB, BATTERY, BATTERY CHARGER, BLOCK HEATER, SOUND ENCLOSURE, AND REMOTE ANNUNCIATOR.
			AUTOMATIC TRANSFER SWITCH ASCO – 100A, 120/240V, 1PH, 3W, SERVICE ENTRANCE RATED, NEMA 1, OPEN TRANSITION.
HazMat Unit, Detroit Fire Facility 3050 Russell St., Detroit MI 48207	42.349685	-83.042473	NATURAL GAS GENERATOR – (1800 RPM and UL2200) TAYLOR POWER SYSTEMS – 100 KW, 120/208V, 3PH, 347A, 400A CB, BATTERY, BATTERY CHARGER, BLOCK HEATER, SOUND ENCLOSURE, AND REMOTE ANNUNCIATOR.
			AUTOMATIC TRANSFER SWITCH (2) THOMSON TECHNOLOGIES 200A, 120/208V, 3PH, 4W, SERVICE ENTRANCE RATED, NEMA 1, OPEN TRANSITION
Ladder 20, Detroit Fire Station 433 Alexandrine St., Detroit MI 48207	42.3493139	-83.0654547	NATURAL GAS GENERATOR – (1800 RPM and UL2200) TAYLOR POWER SYSTEMS – 150 KW, 120/240V, 3PH, 452A, 600A CB, BATTERY, BATTERY CHARGER, BLOCK HEATER, SOUND ENCLOSURE, AND REMOTE ANNUNCIATOR.
			AUTOMATIC TRANSFER SWITCH (2) THOMSON TECHNOLOGIES - 600A, 120/240V, 3PH, 4W, NON-SERVICE ENTRANCE RATED, NEMA 1, OPEN TRANSITION.





TO: Ron Brundidge, Director, Department of Public Works

Gary Brown, Director, Detroit Water Sewerage Department:

FROM: Scott Benson, City Council District 3

CC: Stephanie Washington, Mayor's Office

VIA: President Brenda Jones, Detroit City Council

DATE: 5 April 2017

RE: SEWER BACK UP AT 20060 FENELON

My office is requesting DPW or DWSD clear the drain/catch basin/storm sewer that causes the basement, at 20060 Fenelon, to back up. The basement has been flooded twice in the last week. Please respond to this request by 17 April 2017. Thank you in advance for your consideration on this matter.





TO: Ron Brundidge, Director, Department of Public Works

Gary Brown, Director, Detroit Water Sewerage Department

FROM: Scott Benson, City Council District 3

CC: Stephanie Washington, Mayor's Office

VIA: President Brenda Jones, Detroit City Council

**DATE:** 5 April 2017

RE: CATCH BASIN CLOG AT 18911 RIOPELLE

My office is requesting DPW or DWSD clear the drain/catch basin/storm sewer at 18911 Riopelle that causes a large pool of water to collect in front of the home and stretches to East Seven Mile Road. The owner has called DWSD multiple times and a crew has come out to inspect, but the water continues to collect into a large pool after heavy rains.

Please respond to this request by 10 April 2017. Thank you in advance for your consideration on this matter.





TO: Ron Brundidge, Director, DPW

29 March 2017

FROM: Hon. Scott Benson, City Council District 3

VIA: Hon. Brenda Jones, City Council President

Copy: Hon. Janice Winfrey
Stephanie Washington, Mayor's Liaison to Council

Stephanie washington, Mayor S Liaison to Council

RE: 19244 KEATING DI SABLED PARKING SIGN

I am requesting DPW locate a disabled parking sign at 19244 Keating as the previous sign was removed by vandals.

If you have any questions please do not hesitate to contact my office at, 313-224-1198

SRB

DATE:





TO: Bradley Dick, Director, General Services Department

Ron Brundidge, Director, Department of Public Works

FROM: Scott Benson, City Council District 3

CC: Stephanie Washington, Mayor's Office
VIA: President Brenda Jones, Detroit City Council

DATE: 6 April 2017

RE: TREE ROOTS/SIDEWALK REPAIR 18871 MAINE

My office is requesting DPW and GSD survey the sidewalk at 18871 Maine for tree root damage and report back on the resolution of this problem. The resident is requesting the City repair the sidewalk that has been raised due to the tree roots.

Please respond to this request by 30 April 2017. Thank you in advance for your consideration on this matter.





TO: Office of Chief Financial Officer

**Legislative Policy Division** 

**Municipal Parking Department** 

FROM: Hon. Scott Benson, City Council District 3

CC: Hon. Janice Winfrey, City Clerk

Hon, George Cushingberry, Chairman, Budget, Finance and Audit

VIA: Hon. Brenda Jones, City Council President

DATE: 6 April 2017

RE: DEBT FREE PARKING STRUCTURES

I am requesting the Legislative Policy Division work with the Office of the Chief Financial Officer and Municipal Parking Department to prepare a privileged and confidential report on the current financial status of the City's parking structures. This report should include, for comparison purposes, their current value as debt free assets at the current level of deferred maintenance. The report should also include their projected value if these assets were refinanced to make the required structural and operational repairs/investments. In addition, please include a recommendation that states if the City should should hold or dispose of these assets and the rationale for the recommendation.

Please provide this report by 10 May 2017. If you have any questions please do not hesitate to contact my office at, 313-224-1198





TO:

David Bell, BSEED

Tyrone Clifton, DBA Bradley Dick, GSD

FROM:

Scott Benson, City Council District 3

CC:

Stephanie Washington, Mayor's Office

VIA:

President Brenda Jones, Detroit City Council

DATE:

21 Mar 2017

RE:

18494 FAIRPORT DEMOLITIN SITE

My office has received several complaints regarding the aftermath of the demolished home at 18494 Fairport. This home was removed approximately four years ago but the contractor left behind numerous piles of dirt and debris, which includes: sticks, cement pieces and branches.

Please inspect this demolition site and provide the plan to complete the job by 3 April 2017. Thank you in advance for your assistance on this matter.

