

# WIGLE DEVELOPMENT COMMUNITY BENEFIT PUBLIC MEETING

**KICKOFF MEETING 05.23.2017**



**Welcome to the  
Community Benefits Meeting!**

Next Meeting to take place Tuesday Evening

**Tuesday, May 30<sup>th</sup> at 5:30pm**

At Jumbo's located at 3736 Third Ave

# MIDTOWN WEST DEVELOPMENT – COMMUNITY MEETING

Page 6, The Detroit Legal News

TUESDAY, NOVEMBER 29, 2016

## NOTICE OF

### ENACTMENT OF ORDINANCE

TO: THE PEOPLE OF DETROIT, MICHIGAN.

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

#### ORDINANCE NO. 35-16

##### CHAPTER 14.

#### COMMUNITY DEVELOPMENT

##### ARTICLE XII.

#### COMMUNITY BENEFITS

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

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

##### CHAPTER 14.

#### COMMUNITY DEVELOPMENT

##### ARTICLE XII.

#### COMMUNITY BENEFITS

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

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

(b) This article shall be known as the "Detroit Community Benefits Ordinance." Sec. 14-12-2. Definitions.

*Community Benefits Provision* means the agreement made by and between the Planning Director and the Developer which specifically addresses the issues raised by the NAC.

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

*Impact Area* means an area determined by the Planning Director that includes all census tracts or census block groups in which the Tier 1 Project is located, and any other areas as determined by the Planning Director.

*NAC* means the Neighborhood Advisory Council.

*Planning Director* means the Director of the City of Detroit's Planning and Development Department, or a member of the Planning Director's staff working on behalf of the Planning Director.

*Tier 1 Development Project* means a development project in the City that is expected to incur the investment of Seventy-five Million Dollars (\$75,000,000) or more during the construction of facilities, or to begin or expand operations or renovate structures, where the developer of the project is negotiating public support for investment in one or both of the following forms:

(1) Any transfer to the developer of City-owned land parcels that have a cumulative market value of One Million Dollars (\$1,000,000) or more (as determined by the City Assessor or independent appraisal), without open bidding and priced below market rates (where allowed

(2) Provision or approval by the City of tax abatements or other tax breaks that abate more than One Million Dollars (\$1,000,000) of City taxes over the term of the abatement that inure directly to the Developer, but not including Neighborhood Enterprise Zone tax abatements.

*Tier 2 Development Project* means a development project in the City that does not qualify as a Tier 1 Project and is expected to incur the investment of Three Million Dollars (\$3,000,000) or more, during the construction of facilities, or to begin or expand operations or renovate structures, where the Developer is negotiating public support for investment in one or both of the following forms:

(1) Land transfers that have a cumulative market value of Three Hundred Thousand Dollars (\$300,000) or more (as determined by the City Assessor or independent appraisal), without open bidding and priced below market rates; or

(2) Tax abatements that abate more than Three Hundred Thousand Dollars (\$300,000) of City taxes over the term of the abatement that inure directly to the Developer, but not including Neighborhood Enterprise Zone tax abatements.

Sec. 14-12-3. Tier 1 Projects.

(a) *Community Engagement Process for Public Meeting.*

(1) Prior to submitting to City Council a request for approval of Land transfers or Tax abatements related to a Tier 1 Project, the Planning Director shall hold at least one public meeting in the Impact Area as defined in this Section.

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

a. The time, date and location of the public meeting;

b. General information about the Tier 1 Project;

c. A description of the Impact Area and the location of the Tier 1 Project;

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

(3) In addition to the notice requirement contained in Subsection (2) of this section, the Planning Director shall work with the District Council Member or Members representing the district or districts where the Tier 1 Project is located and at least one At-large Council Member to ensure that local residents, businesses, and organizations, especially those located in the Impact Area and those expected to be directly impacted by the Tier 1 project are informed of the public meeting.

(4) At the public meeting, the Planning Director will present general information about the Tier 1 Project, discuss ways in which the Tier 1 Project is anticipated to impact the local community, and ways in which the Developer and the Planning Director plan to address or mitigate these impacts.

(5) City Council shall appoint a liaison from the Legislative Policy Division to monitor the community engagement process and provide updates to the City Council.

(6) The Planning Director shall provide notice to the liaison of all upcoming meetings and activities associated with the community engagement process related to the Tier 1 Project.

(b) *Neighborhood Advisory Council.*

(1) The Planning Director will call nominations to the NAC from any person that resides in the Impact Area.

(2) All residents over the age of 18 that reside in the Impact Area are eligible for nomination.

(3) The NAC shall consist of nine members, selected as follows:

a. Two Members selected by residents of the Impact Area chosen from the resident nominated candidates;

b. Four Members selected by the Planning Director from the resident nominated candidates, with preference given to individuals the Planning Director expects to be directly impacted by the Tier 1 Project;

c. One Member selected by the Council Member in whose district contains the largest portion of the Impact Area from the resident nominated candidates; and

d. One Member selected by the At-Large Council Members from the resident nominated candidates.

(4) If the Planning Director receives less than nine nominations, the Planning Director may seek out additional nominations from individuals that live outside the Impact Area but within the City Council district or districts where the Tier 1 Project is located.

(5) All actions of the NAC may be taken with the consent of a majority of NAC members serving.

(c) *Engagement with Developer.*

(1) In addition to the meeting required in Subsection (b), the Planning Director shall forward notice of the public meeting to all City of Detroit residents within three hundred radial feet of the Tier 1 Project. The notice shall include:

a. The time, date and location of the public meeting;

b. General information about the Tier 1 Project;

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(11) The Planning Director shall provide notice to the liaison of all upcoming meetings and activities associated with the community engagement process related to the Tier 1 Project.

(12) The Planning Director shall provide notice to the liaison of all upcoming meetings and activities associated with the community engagement process related to the Tier 1 Project.

(5) Upon receipt of written notification of allegations of violation from the NAC, the Enforcement Committee shall investigate such allegations and shall present their written findings to the NAC based upon the following:

a. Whether the Developer is in compliance with the Community Benefits Provision; and

b. How the Community Benefits Provision will be enforced or how violations will be mitigated.

(6) The findings of the Enforcement Committee shall be presented to the NAC no later than 21 days from the date the violations were reported to the Enforcement Committee, unless the need for additional time is reported to City Council and the NAC within the original 21 day time frame.

(7) If the NAC disagrees with the findings of the Enforcement Committee or determines that the Enforcement Committee is not diligently pursuing the enforcement or mitigation steps outlined in its findings, the NAC may send notice to the Enforcement Committee, and the Enforcement Committee shall have 14 days from receipt of notice to respond to the concerns outlined.

(8) If the NAC is not satisfied with the Enforcement Committee's response, the NAC may petition the City Clerk and request that City Council schedule a hearing with opportunity for both the Enforcement Committee and the NAC to present information related to the alleged violations of the Community Benefits Provision and any enforcement or mitigation steps.

(9) The NAC shall review any allegations of violations of the Community Benefits Provision provided to it by the community, and may report violations to the Enforcement Committee in writing.

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(26) The NAC shall review any allegations of violations of the Community Benefits Provision provided to it by the community, and may report violations to the Enforcement Committee in writing.

(b) The Developer's commitment as identified in Subsection (a) of this section shall be included in the development agreements related to any land transfers or tax abatements associated with the Tier 2 Project for which the Developer seeks approval.

Section 14-12-5. Exemptions.

The requirements of this ordinance may be waived by resolution of the City Council upon submission by either the Planning Director or the Developer identifying reasons that the requirements of this ordinance are impractical or infeasible and identifying how the Developer will otherwise provide community benefits.

Section 2. All ordinances, or parts of ordinances, that conflict with this ordinance are repealed.

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

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

(J.C.C. page ):

Passed:

Approved: November 8, 2016

Certified by the Board of

City Canvassers: November 22, 2016

Published: November 29, 2016

Effective: November 29, 2016

JANICE M. WINFREY

City Clerk

## (c) Engagement with Developer.

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

(2) Partner with the Planning Director to address and mitigate negative impact that the Tier 2 Project may have on the community and local residents.

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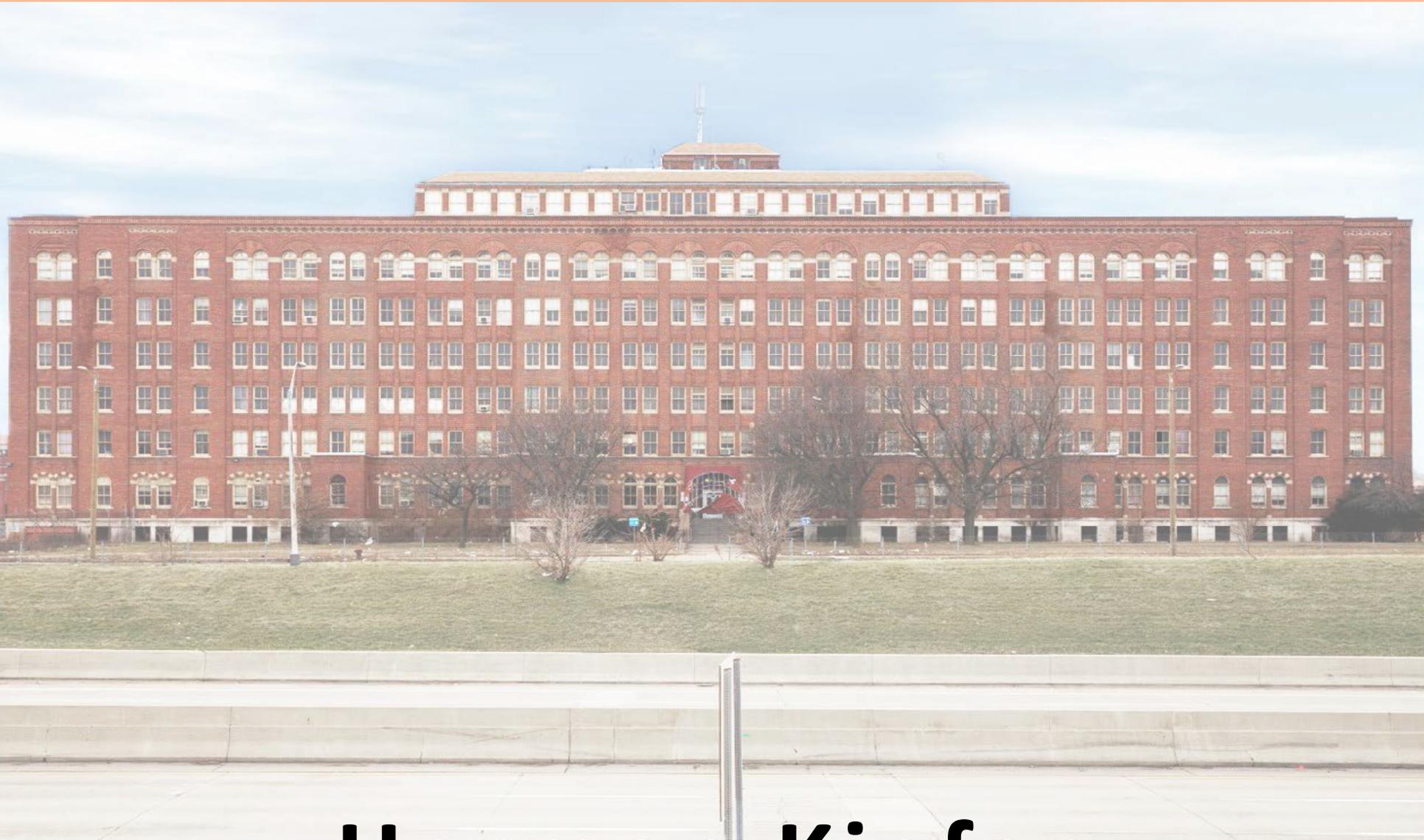
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# Pistons Practice Facility



NEIGHBORHOOD ADVISORY COUNCIL PUBLIC MEETING 4.12.2017

# MIDTOWN WEST DEVELOPMENT – COMMUNITY MEETING



# Herman Kiefer

Neighborhood Advisory Council

# Hotel + Community Skate Park



# Herman Kiefer

# WIGLE COMMUNITY BENEFIT MEETING

## AGENDA

**5:30 – 5:35 - Welcoming Remarks:** Ninfa Cancel (District 6 Manager, DON) and R. Steven Lewis (Central Design Director, PDD)

**5:35 – 5:45 - Remarks from Councilmembers**

**5:45 – 6:00 - Transaction Overview - HRD**

**6:00 – 6:15 – PDD Presentation:** Community Benefits Ordinance and the Selection of Neighborhood Advisory Council

**6:15 – 6:30 - PDH Development Group:** Midtown West Project Overview

**6:30 – 7:00 – Questions and Answers**

# WIGLE COMMUNITY BENEFIT MEETING



Brenda Jones  
Council President



Raquel Castañeda-López  
Council Member District 6



Janeé L Ayers  
Council Member At Large

**Council Member Acknowledgement and Remarks**

## Wigle Site Overview

- 7 acre City owned site
- Decommissioned park



## Request for Proposal Guidelines and Requirements for Wigle Site

- At least one acre of public space
- Street grid construction from Selden to Martin Luther King Blvd
- At least 50% of housing units must be for-sale
- 20% of rental units to be available to individuals @ 80% AMI (between \$37k - \$42k)

# PDH DEVELOPMENT GROUP – MIDTOWN WEST DEVELOPMENT



## Basic Development Stats

- \$77m total development cost
- 300+ units
- Mixture of for-sale and rental housing units
- 20% of rental units affordable at 80% AMI
- Approximately 8,000 SF of retail

Conceptual Site Plan

**COMMUNITY BENEFITS ORINANCE  
and the  
NEIGHBORHOOD ADVISORY COUNCIL (NAC)**

# WIGLE COMMUNITY BENEFIT MEETING

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(1) The Planning Director will set nominations to the NAC from any person that resides in the Impact Area.

(2) All residents over the age of 18 that reside in the Impact Area are eligible for nomination.

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a. Two Members selected by residents of the Impact Area chosen from the resident nominated candidates;

b. Four Members selected by the Planning Director from the resident nominated candidates, with preference given to individuals the Planning Director expects to be directly impacted by the Tier 1 Project;

c. One Member selected by the Council Member in whose district contains the largest portion of the Impact Area from the resident nominated candidates; and

d. One Member selected by the At-Large Council Members from the resident nominated candidates.

(4) If the Planning Director receives less than nine nominations, the Planning Director may seek out additional nominations from individuals that live outside the Impact Area but within the City Council district or districts where the Tier 1 Project is located.

(5) All actions of the NAC may be taken with the consent of a majority of NAC members serving.

(c) *Engagement with Developer.*

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Report within

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the date the

notice is sent

of the public

meeting.

(5) The Planning Director shall work with City Council to assure that, to the maximum extent possible, all of the approvals required of City Council may be considered simultaneously and subject to one approval vote.

(6) The Planning Director shall work with other City departments to facilitate that Tier 1 Projects receive expedited City-required approvals.

(e) *Development Agreement.*

(1) All development agreements made between the Developer and the City related to the land transfers or tax abatements associated with a Tier 1 Project shall include the Community Benefits Provision, which shall include:

a. Enforcement mechanisms for failure to adhere to Community Benefits Provision, that may include but are not limited to, clawback of City-provided benefits, revocation of land transfers or land sales, debarment provisions and proportionate penalties and fees; and

b. The procedure for community members to report violations of the Community Benefits Provision to the NAC.

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

d. Continued community engagement or community meeting requirements.

(2) The Developer shall not be required to enter into a legally binding agreement with any individual or organization other than the City for the express purpose

(5) Upon receipt of written notification of allegations of violation from the NAC, the Enforcement Committee shall investigate such allegations and shall present their written findings to the NAC based upon the following:

a. Whether the Developer is in compliance with the Community Benefits Provision; and

b. How the Community Benefits Provision will be enforced or how violations will be mitigated.

(6) The findings of the Enforcement Committee shall be presented to the NAC no later than 21 days from the date the violations were reported to the Enforcement Committee, unless the need for additional time is reported to City Council and the NAC within the original 21 day time frame.

(7) If the NAC disagrees with the findings of the Enforcement Committee or determines that the Enforcement Committee is not diligently pursuing the enforcement or mitigation steps outlined in its findings, the NAC may send notice to the Enforcement Committee, and the Enforcement Committee shall have 14 days from receipt of notice to respond to the concerns outlined.

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The requirements of this ordinance may be waived by resolution of the City Council upon submission by either the Planning Director or the Developer identifying reasons that the requirements of this ordinance are impractical or infeasible and identifying how the Developer will otherwise provide community benefits.

Section 2. All ordinances, or parts of ordinances, that conflict with this ordinance are repealed.

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

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

(J.C.C. page ):

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JANICE M. WINFREY

City Clerk

## (c) Engagement with Developer.

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(4) The NAC shall review any allegations of violations of the Community Benefits Provision provided to it by the community, and may report violations to the Enforcement Committee in writing.

(2) Partner with the Planning Director to address and mitigate negative impact that the Tier 2 Project may have on the community and local residents.

## NEIGHBORHOOD ADVISORY COUNCIL (NAC)

### Eligible members must be:

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- Residents of the impacted area
- At least 18 years of age

# WIGLE COMMUNITY BENEFIT MEETING



W Forest Ave

John C Lodge Fwy

Census Tract 3204

Selden St  
3rd Ave

Project Site

2nd Ave

Cass Ave

Martin Luther King Jr. Blvd

Peterboro St

Impact Area / Mailing Area

Woodward Ave

Grand River Ave

## NEIGHBORHOOD ADVISORY COUNCIL (NAC)

The 9 NAC members are selected as follows:

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- 2 selected by ***residents of the impacted area*** (*resident selection is Tuesday at 5:30*)
- 4 selected by the City of Detroit ***Planning and Development Department*** (with preference given to residents expected to be directly impacted by project)
- 2 selected by the ***At-Large Council Members*** (Council Member Ayers and Council Presidents Jones)
- 1 selected by the local ***District Council Member*** (Council Member Sheffield) whose district contains the largest portion of the Impact Area

## NEIGHBORHOOD ADVISORY COUNCIL (NAC)

### NAC roles + Responsibilities

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- Attend at least 1 initial meeting with the NAC and the Developer
- Review Community Benefits Report written by the Planning and Development Department and Compliance Reports
- Continue to attend follow-up meetings the Developer to monitor progress and status of project

Resident Selection to take place Next Tuesday Evening

**Resident Pitch and NAC Selection Meeting**  
Jumbo's located at 3736 Third Ave, Detroit  
Tuesday, May 30<sup>th</sup> at 5:30pm

## **NAC PROPOSED SCHEDULE**

**MAY 23, 2017\* – FIRST PUBLIC MEETING – KICKOFF INTRODUCTION**

**May 30, 2017 – NAC RESIDENT SELECTION**

**June 27, 2017 – MEETING WITH DEVELOPERS AND FULL NAC COUNCIL**

**July 5, 2017 – NAC DISCUSSION: POTENTIAL PROJECT IMPACTS + MITIGATIONS**

**July 18, 2017 – PLANNING AND DEVELOPMENT PRESENTS REPORT TO NAC**

**NAC WILL WORK WITH ENFORCEMENT COMMITTEE ON A BIENNIAL COMPLIANCE REPORT TO ENSURE DEVELOPER PROVIDES AGREED UPON COMMUNITY BENEFITS – DATES TO BE DETERMINED**

# PDH DEVELOPMENT GROUP – MIDTOWN WEST DEVELOPMENT



Pedestrian Bridge

John C Lodge Hwy.

John C Lodge Service Drive

Selden Street

WIGLE NEWS

Bldg. A

Bldg. B

Bldg. C

Bldg. D

Bldg. E

Bldg. F

Bldg. G

Bldg. H

Bldg. J

TUSCOLA PARK

Town Houses

Town Houses

Town Houses

Tuscola Street

Fourth Street

Brainard Street

Fourth Street

Third Street

Brainard Street

Conceptual Site Plan



# PDH DEVELOPMENT GROUP – MIDTOWN WEST DEVELOPMENT



One Acre Public Park Concept

# PDH DEVELOPMENT GROUP – MIDTOWN WEST DEVELOPMENT



Aerial of Site Plan

# PDH DEVELOPMENT GROUP – MIDTOWN WEST DEVELOPMENT



View of Public Mews Concept

discussion

# WIGLE COMMUNITY BENEFIT MEETING

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**Resident Pitch and NAC Selection Meeting**

Jumbo's located at 3736 Third Ave, Detroit

Tuesday, May 30<sup>th</sup> at 5:30pm

## **Resident Selection to take place Next Tuesday Evening**

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