

PROFESSIONAL SERVICE CONTRACT TRANSMITTAL RECORD

CONTRACT PO NUMBER
 C.P.O. #/S.P.O.
 3902527

Insurance Requirement

ACCOUNTS PAYABLE WILL HOLD UP ALL CONTRACT PAYMENTS UNTIL ALL INSURANCE CERTIFICATES/POLICIES REQUIRED UNDER THE CONTRACT HAVE BEEN RECEIVED. CONTRACTORS SHOULD BE MADE AWARE OF THIS REQUIREMENT.

TYPE OF CONTRACT: (Check One) <input type="checkbox"/> CONSTRUCTION/DEMOLITION <input checked="" type="checkbox"/> LEASE <input type="checkbox"/> DEED <input type="checkbox"/> PROFESSIONAL SERVICES	DEPARTMENT HEAD'S SIGNATURE 	DEPARTMENT POLICE
FUNDING SOURCE (Percent) FEDERAL % STATE % CITY 100%	DEPARTMENT CONTACT PERSON ASSISTANT CHIEF JAMES WHITE	PHONE NO.
CONTRACTOR'S NAME: BOULEVARD HOLDINGS, LLC		DATE PREPARED 12/19/14
CONTRACTOR'S ADDRESS: 600 N. OLD WOODWARD, STE 100, BIRMINGHAM, MI 48009	<input type="checkbox"/> ENGINEER'S ESTIMATE <input checked="" type="checkbox"/> CONTRACT <input type="checkbox"/> CHANGE	AMOUNT \$2,727,752 \$
PHONE NO. 248-433-7000	<input type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL	
FEDERAL EMPLOYER/SOCIAL SECURITY NUMBER: _____ MINORITY FIRM <input type="checkbox"/> YES <input type="checkbox"/> NO		
PURPOSE OF CONTRACT: TO LEASE BUILDING AT 2875 GRAND BOULEVARD BUSINESS CASE REVIEW AND APPROVAL PENDING ACCOUNT SET-UP BY BUDGET DEPT. PENDING 3100 - 350057 - 000000 - 617900 - 13824 - 000000 - 000000		

TIME & DATE IN	APPROVER MUST ALSO MAKE APPROPRIATE NOTES IN ORACLE PURCHASE ORDER	TIME & DATE IN
	REQUESTING DEPARTMENT AUTHORIZED DEPARTMENT REPRESENTATIVE	12/19/14
DEC 19 2014	BUDGET <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL BUDGET DIRECTOR OR DEPUTY	15 JAN 29 9AM:02 AM 9:29
	GRANT MANAGEMENT SECTION <input type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL GRANT ACCOUNTANT	
JAN 13 2015	FINANCE DEPARTMENT <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL FINANCE DIRECTOR OR DEPUTY	1/13/15
	LAW DEPARTMENT <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL CORPORATION COUNSEL	1/14/15
	PURCHASING DIVISION PURCHASING DIRECTOR	2/11/15

RECEIVED

JAN 14 2015

LEASE AGREEMENT
BY AND BETWEEN
THE CITY OF DETROIT
AND
BOULEVARD HOLDINGS, LLC

THIS LEASE AGREEMENT ("Lease") is made and entered into this 1st day of December, 2014, by and between Boulevard Holdings, LLC (hereinafter "Lessor"), a Michigan limited liability company with an office at 600 N. Old Woodward, Suite 100, Birmingham, MI 48009 and the City of Detroit, a municipal corporation of the State of Michigan, acting by and through its Police Department (hereinafter "Lessee").

RECITALS:

WHEREAS, the Lessor is the owner of that certain building and property located generally at 2875 W. Grand Boulevard ("Premises") as more fully described in Exhibit A, which is attached hereto and incorporated by reference herein; and

WHEREAS, the Lessor desires to lease the Premises to Lessee for the purposes of conducting various Police Department functions; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. PREMISES

1.01 Lessor hereby leases to the Lessee and the Lessee hereby accepts from the Lessor the exclusive use and occupancy of the Premises, together with all necessary ingress and egress, and all fixtures, equipment and property now or hereafter installed or placed within. Lessee shall have exclusive use of the Premises for conducting various Police Department functions. Lessee accepts the Premises in its present condition "as-is". Lessee shall, at its sole cost and expense, make all Renovations necessary to conduct its business on the Premises. Lessee is responsible for securing any and all permits, licenses or certificates of occupancy for the premises and Lessee's failure to obtain same shall not cause Rent or any Additional Rent to abate after the Lease commencement date.

2. TERM OF LEASE

2.01 The Term of this Lease shall be for three and a half (3.5) years, commencing on January 1, 2015 and expiring at midnight on June 30, 2018 ("Lease Term"), unless otherwise

terminated pursuant to the provisions of this Lease.

3. RENT

3.01 During the Lease Term, Lessee shall pay to Lessor, at such place as Lessor shall designate in writing from time to time, as rent for the Premises the following ("Rent"):

Lease Year	Monthly Rent Amount	Annual Total
1	\$62,500.00	\$750,000.00
2	\$64,375.00	\$772,500.00
3	\$66,292.00	\$795,500.00
4 (six months)	\$68,292.00	\$819,500.00

Rent shall be paid monthly with each payment due on or before the first (1st) of each month. Rent is a set amount and not based upon a per square foot rate. Landlords measurement of the square footage being 50,000 is an approximate and in no way has any bearing on the rental amount paid.

Upon the Detroit City Council approval of this Lease and execution of this Lease by the Lessee, Lessee shall pay 1st months Rent to Lessor.

4. OPTION TO PURCHASE

4.01 So long as Lessee is not in default under the terms of this lease, at the expiration of the Lease Term, the Lessee shall have the option to purchase the Premises from the Lessor at a purchase price of three million and 00/100 dollars (\$3,000,000.00). Prior to the end of the Lease Term, the Lessee shall notify the Lessor in writing of its intent to exercise this option or not. The option may be exercised by Lessee giving Lessor written notice of Lessees intent to exercise this option on or before One Hundred Eighty (180) days prior to the expiration of the Lease term. If Lessee fails to exercise the Option within One Hundred Eighty days prior to the expiration of the Lease term, all rights herein provided shall terminate without further action by Lessor. If the Option is exercised and the Purchase Price paid, Lessor shall convey marketable title to the Property by good and sufficient warranty deed, subject only to easements and restrictions of record. Lessee shall pay, at its sole cost and expense, for all costs of recording the deed and Lessor shall pay for title insurance and transfer fees. Within ten (10) days after receipt of Lessee's notice that Lessee is exercising the Option, Lessor will deliver a commitment for an owner's policy of title insurance issued by a mutually acceptable title company. The commitment shall agree, subject to the delivery of the deed to insure marketable title to the Property in Lessee's name. Lessor shall, following the closing, cause a title insurance policy in the amount of the Purchase Price with standard exceptions to be issued and shall pay the title premium and shall deliver to Title Company, a fully executed Warranty Deed to be placed in Escrow with the Title Company. The closing, shall occur within Thirty (30) days after the Lease

Term expires. At the closing, Lessee shall pay the balance of the Purchase Price.

5. TAXES AND UTILITY CHARGES

5.01 Rent for the Premises, as set forth above, includes all applicable real property taxes. Lessee shall pay all taxes associated with its personal property.

5.02 Rent for the Premises does not include utilities and Lessee shall be required to pay for all utilities. Any and all utilities for the Premises shall be paid directly to the respective utility company by Lessee. Other than Lessors obligations in stated in Section 11, Lessee shall pay for all other operating expenses (“Operating Expenses”). Operating Expenses shall mean all costs and expenses of every kind and nature incurred by Lessee in operating, insuring, equipping, policing, protecting, lighting, repairing, replacing and maintaining the Premises and the personal property used in conjunction with the Premises. Operating Expenses shall include, without limitation, those expenses paid or incurred by Lessee for maintaining, operating and repairing the Premises, the cost of electricity, steam, water, fuel, heating, lighting, air conditioning, window cleaning, janitorial service; the cost of repairs or other activities arising out of the presence of hazardous substances; the charges of any independent contractor who, under contract with Lessee or their representatives, does any of the work of operating, maintaining or repairing of the Premises; or any other expenses or charges incurred by the Lessee, whether or not previously mentioned, which in accordance with generally accepted accounting and management principles would be considered as an expense of maintaining, operating, or repairing the Premises.

6. AUTHORIZED USE

6.01 The Lessee shall use and occupy the Premises for such lawful use as it may desire, including for various Police Department purposes. Lessee shall not use or permit any person to use the Premises in any manner which violates or would create liability under federal, state or local laws, ordinances, rules, regulations or policies.

7. INSURANCE

7.01 The Lessee shall maintain its own protection against claims of third persons and their property arising through or out of the use and occupancy of the Premises by Lessee.

7.02 The Lessor shall maintain at its sole cost and expense, adequate fire and extended coverage insurance on the Premises and equipment, fixtures, and other property located therein (if any), boiler insurance, plate glass insurance and such other types of insurance as are usually carried by owners of like property.

8. HOLD HARMLESS

8.01 The Lessor and the Lessee each agree to remain responsible for its own negligence, or tortuous acts, errors, or omissions occurring during the term of this Lease, and the acts, errors, or omissions of any of its employees, agents or associated and affiliated entities.

8.02 This hold harmless provision must not be construed as a waiver of any governmental immunity by the Lessee, or by its agencies or employees as provided by statute or modified by court decisions.

8.03 The Lessee agrees that it is its responsibility to safeguard its property and equipment that it or its contractors use or have in their possession on or about the Premises; provided, further, the Lessee agrees to hold the Lessor harmless for any loss of such property or equipment.

9. TERMINATION

9.01 Termination by Lessor. The Lessor may terminate this Lease for cause by giving a written Notice of Termination at least sixty (60) days before the effective date thereof should the Lessee default in or violate any material term or obligation of this Lease, and fail to cure such default within sixty (60) days after notice thereof.

9.02 Termination by Lessee. The Lessee may terminate this Lease for cause by giving a written Notice of Termination at least sixty (60) days before the effective date thereof should the Lessor default in or violate any material term or obligation of this Lease, and fail to cure such default within sixty (60) days after notice thereof.

10. LIENS

10.01 Lessee shall keep the Premises free from any and all liens arising out of any work performed, materials furnished or obligations incurred by or for Lessee.

10.02 In the event that the Premises or any part thereof or Lessee's leasehold interest therein shall, at any time during the Lease Term, become subject to any vendor's mechanic's, laborer's, material man's or other lien, encumbrance or charge based upon the furnishing of materials or labor to or for the benefit of Lessee, Lessee shall cause the same, at its sole cost and expense to be satisfied or discharged within thirty (30) days after notice thereof to Lessee given by or on behalf of the lienor.

11. MAINTENANCE AND REPAIRS; DAMAGE AND DESTRUCTION

11.01 The Lessor shall, at its sole cost and expense, 1) keep and maintain the Premises in good repair and condition, 2) keep all building systems in good working order and repair, and 3) maintain the roof, outer walls, and other structural aspects of the Premises and all appurtenances thereto, including paved areas. Lessor shall maintain in good working order the electrical, mechanical, heating, ventilating and conditioning system, plumbing and sprinkler systems up to the point of connection to the Premises. Lessor shall not be required to perform any maintenance to any of the foregoing that are contained within the Premises which shall be the obligation of Lessee.

11.02 In addition to Lessee's obligations in 5.02 above, the Lessee shall, at its sole cost and expense, provide janitorial services to the Premises.

11.03 The Lessor shall, at its sole cost and expense, provide grass cutting and other landscape maintenance services to the Premises. This also includes maintaining all fencing and all other non-structural repairs, replacements, renewals and restorations outside.

11.04 The Lessor shall, at its sole cost and expense, provide snow plowing services for all sidewalks, walkways, driveways and parking lots on the Premises.

11.05 Lessee shall promptly give notice to Lessor if, during the Lease Term, the Premises or any equipment shall be damaged or destroyed by fire or other casualty, specifying the date, nature and extent of such damage or destruction; and Lessee shall take whatever steps as may be necessary to prevent further damage or destruction to the Premises or equipment which could result from such fire or other casualty.

(a) If, during the term of this lease, the Premises are damaged by fire or other insured casualty, Lessor will give Lessee written notice of the time which will be needed to repair such damage within thirty (30) days after the fire or other insured casualty ("Notice Date"). If the Premises are damaged by fire or other insured casualty to an extent which may be repaired within one hundred twenty (120) days after the Notice Date, as reasonably determined by Lessor, Lessor may promptly begin to repair the damage after the Notice Date and will diligently pursue the completion of such repair. In that event, this Lease will continue in full force and effect except that Rent will be abated on a pro rata basis from the date of the damage until the date of the completion of such repairs ("Repair Period") based on the proportion of the usable area of the Premises that Lessee is unable to use during the Repair Period as it relates to the total amount of usable area that is leased by Lessee.

(b) If the Premises are damaged by fire or other insured casualty to an extent that may not be repaired within one hundred twenty (120) days after the Notice Date, as reasonably determined by Lessor, then: (i) Lessor may terminate this Lease as of the date of such damage by written notice given to Lessee on or before the Notice Date; or (ii)

Lessee may terminate this Lease as of the date of such damage by written notice given to Lessor within ten (10) days after Lessor's delivery of a written notice that the repairs cannot be made within such one hundred twenty (120)-day period. If neither Lessor nor Lessee so elects to terminate this Lease, Lessor will diligently proceed to repair the Premises, and Rent will be abated on a pro rata basis during the Repair Period based on the proportion of the usable area of the Premises that Lessee is unable to use during the Repair Period as it relates to the total amount of usable floor area that is leased by Lessee. In the event Lessor chooses to demolish, this Lease shall terminate immediately. Insurance proceeds shall be used for demolition costs; with excess proceeds after demolition to cover Lessee's losses; and any remaining proceeds to Lessor.

11.05 Notwithstanding other provisions of the Lease, Lessee shall keep the Premises in a clean, sanitary and safe condition, subject to normal and customary wear and tear, and shall comply with all laws, rules and regulations of applicable governmental authorities as related to Lessee's use and occupancy of the Premises or any part thereof.

11.06 Notwithstanding the foregoing, each party shall look first to any insurance in its favor, including that which the party is required to carry by this Lease, before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty, and to the extent that such insurance, or the insurance required by this Lease, if in force, would have paid the claim, Lessor and Lessee each hereby releases and waives all right of recovery against the other or any one claiming through or under each of them by way of subrogation or otherwise. Lessee acknowledges that Lessor will not carry insurance on Lessee's personal property, fixtures, and improvements, and agrees that Lessor will not be obligated to repair any damage or replace the same. Lessee further acknowledges that the obligation of Lessor to rebuild or restore the Premises is limited to the extent of recoverable insurance proceeds. If insurance proceeds are insufficient, in Lessor's judgment, to cover the cost of repairing and restoring the Premises to good condition, Lessee, at Lessee's option, may pay for the amount by which such proceeds are insufficient, and shall deposit such amount with Lessor and Lessor will restore and repair the Premises to the extent covered by insurance proceeds and as supplemented by Lessee. If Lessee fails to pay such amount, Lessor will be under no obligation to make such repairs or undertake such restoration.

12. ASSIGNMENT, SUBLETTING OR RENTAL TO OTHER LESSEES

12.01 The Lessee shall not assign, encumber or mortgage this Lease, or any part thereof, or sublet all or any part of the Premises or permit the Premises, or any part thereof, to be occupied or used by any person or entity other than Lessee without the prior consent of Lessor.

13. NOTICES

13.01 All notices, consents, approvals, requests and other communications (herein

collectively called Notices) required or permitted under this Lease shall be given in writing and mailed by registered or certified first class mail, postage prepaid, and addressed as follows:

If to Lessor:

Boulevard Holdings, LLC
600 N. Old Woodward, Suite 100
Birmingham, MI 48009
Attn: Mr. Brian Najor

If to Lessee:

City of Detroit
Detroit Public Safety Headquarters
1301 Third Street, Suite 7-S #752
Detroit, MI 48226
Attn: Assistant Chief James White

Notice will be deemed to be received by the receiving party upon sending party depositing of said notice with the U.S. post office to be mailed via registered or certified first class mail, postage prepaid.

14. ALTERATIONS/LESSEE EQUIPMENT/SIGNS

14.01 The Lessee may make changes, additions, alterations and leasehold improvements to the Premises or any part thereof (herein collectively called "Renovations") with prior consent of the Lessor, which shall not be unreasonably withheld. Renovations are subject in all cases to the following:

(a) prior to the making of Renovations, Lessee shall have furnished Lessor with a written description thereof, in such reasonable detail as Lessor shall require, and all applicable plans and specifications therefor, and Lessor shall have given its written consent therefor, which shall not be unreasonably withheld;

(b) the making of Renovations shall be accomplished in a good and workmanlike manner (which means that the quality of workmanship and materials will be at least equal to that as existing in the Premises), without damage to the Premises or any part thereof and in compliance with all applicable laws and regulations of governmental authorities having jurisdiction including, without limitation, the obtaining of all required permits, licenses and bonds;

(c) the cost of the making of Renovations shall be paid or caused to be paid by Lessee so that the Premises shall at all times be free from any lien, mortgage,

conditional sales agreement, conditional sales agreement, security interest or title retention agreement or any charge for labor, services, or material supplied or claimed to have been supplied to the Premises as a result of the making of Renovations;

(d) title to all Renovations shall at once be and become the property of the owner of the Premises, without payment or offset, and shall be deemed part of the Premises and subject to all the terms and provisions of this Lease as though included in the Premises as of the commencement of the Lease Term. However, title to all furniture, fixtures and/or equipment purchased by Lessee shall remain the sole property of Lessee;

(e) all the terms and provisions of this Lease shall be in force and effect during the making of Renovations;

(f) any consent given to Lessee for the making of Renovations will not relieve Lessee of its obligation to obtain the prior consent of Lessor to the making of any other Renovations;

(g) Lessee shall provide payment and performance bonds before undertaking any Renovations as provided by State statute.

14.02 Lessee may place, or cause to be placed or maintained, on any exterior door, wall or window of the Premises any sign, placard or other advertising matter that it deems fit.

15. RIGHT OF ENTRY

15.01 Subject to the security protocol of the Lessee, Lessor and its authorized representatives and contractors shall have the right to enter the Premises at all reasonable times during normal business hours for the purpose of completing its obligations under this Lease. Lessor shall give the Lessee reasonable notice prior to entry into the Premises.

16. FAIR EMPLOYMENT PRACTICES

16.01 Lessor covenants that it shall not discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of this Lease, with respect to his or her hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of religion, race, color, creed, national origin, age, marital status, handicap, public benefit status, sex, or sexual orientation. This provision shall not apply if it is determined by Lessee's Human Rights Department that such requirements are bona fide occupational qualifications reasonably necessary to the performance of the duties required by employment. The burden of proof that the occupational qualifications are bona fide is upon Lessor. Lessor shall promptly furnish any information reasonably required by Lessee or its Human Rights Department pursuant to this Section.

- (a) Lessor further agrees that it shall notify any Associate of Lessor's obligations relative to non-discrimination under this Lease when soliciting an Associate and shall include the provisions of this Section in any contract or subcontract relating to Lessor's performance under this Lease as well as provide Lessee with a copy of any such contract or subcontract upon request. Lessor further agrees to take such action with respect to any such subcontract as Lessor may direct as a means of enforcing the provisions of this Section.
- (b) Breach of the terms and conditions of this Section shall be regarded as a material breach of this Lease if such breach shall continue for more than thirty (30) days after receipt of notice of such breach by Lessor. In the event Lessor fails to comply with this Section, Lessee, at its option, may utilize such remedies as may be provided by law.

17. WASTE AND NUISANCE

17.01 The Lessee shall not commit or suffer to be committed any waste upon the Premises, and shall not place a load, machinery, or equipment upon any floor of the Premises which exceeds the floor load per square foot area which such floor was designed to carry, to the extent known by Lessee.

18. HAZARDOUS SUBSTANCE

18.01 Hazardous Materials. Lessee shall not use, handle, generate, treat, store or dispose of, or permit the handling, generation, treatment, storage or disposal of any Hazardous Materials in, on, under, around or above the Premises during the Lease Term unless the Lessee agrees to follow all laws and regulations in doing so.

18.02 Hazardous Materials Remediation. Lessee shall assume the sole responsibility of

all environmental response and remediation of Hazardous Materials that are introduced into the Premises by the Lessee, its associates or agents. In the event Lessee shall discover Hazardous Materials within the Premises, Lessee shall notify Lessor and advise Lessor of its plans for environmental response and remediation of the Hazardous materials. Except for those Hazardous Materials introduced into the Premises by Lessor, Lessor shall not be responsible for the costs to abate any Hazardous Materials introduced into the Premises by the Lessee, its associates or any third party. Lessee shall not be responsible for any hazardous material introduced onto the Premises prior to Lessee's occupancy.

19. SUBORDINATION

19.01 The Lessee agrees that this Lease shall at all times be subordinate to any mortgages, encumbrances, or deeds of trust that may hereafter be placed on the Premises, and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements, and extensions therefor by the Lessor, any mortgagee or trustee. The Lessee shall execute whatever instruments, in the form designated by such person(s), as are reasonably necessary to carry out the intent of this Section.

20. BANKRUPTCY OR INSOLVENCY

20.01 Lessor agrees that if the estate created hereby shall be taken in execution, or by other process of law, or if Lessor shall be declared bankrupt or insolvent according to law, or any receiver, custodian or trustee be appointed for the business and property of Lessor, or if any assignment shall be made of the Lessor's property for the benefit of creditors, then and in any such events, this Lease may be terminated at the option of the Lessee as an event of default by Lessor in accordance with the termination provisions set forth herein.

21. HOLDING OVER

21.01 If Lessee retains possession of the Premises or any part thereof after the termination of this Lease by lapse of time or otherwise, Lessee shall continue its tenancy from month to month under the same terms and conditions except rent that rent shall increase by one hundred fifty (150%) percent over the prior year until a new lease is executed between the Lessor and Lessee, or until Lessor serves a Notice to Quit upon the Lessee. The provisions of this Section shall not be deemed to limit or exclude any of the Lessor's rights of reentry or any other right granted to Lessor according to the terms of this Lease or under law.

22. QUIET POSSESSION

22.01 The Lessor covenants that the Lessee upon its observing the terms and conditions

of this Lease, shall and may peacefully and quietly have, hold and enjoy the Premises during Lease Term free from unreasonable interference by Lessor.

23. AMENDMENTS

23.01 The Lessee or Lessor may from time to time consider it in its best interest to change, modify or extend a term, condition or covenant of this Lease. Any such change, deletion, or modification, which is mutually agreed upon by and between the parties shall be incorporated in a written amendment (“Amendment”) to this Lease. Such Amendment shall require separate approval by Detroit City Council. Such Amendment shall not invalidate this Lease nor relieve or release the parties of any of its obligations under the Lease unless stated therein.

24. MISCELLANEOUS

24.01 No failure by Lessor or Lessee to insist upon the strict performance of any covenant, agreement, term or condition of this Lease or to exercise any right, power or remedy consequent upon a breach thereof and no acceptance of full or partial rent by Lessor during the continuance of any such breach by Lessor shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Lease, but each and every covenant, agreement, term and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

24.02 The rights and obligations contained in this Lease shall bind and inure to the benefit of Lessor and Lessee and, except as otherwise provided herein, their respective personal representatives, successors and assigns; provided, however, the obligations of Lessor and Lessee under this Lease shall no longer be binding upon Lessor named herein after the sale, assignment, or transfer by Lessor or Lessee, respectively (or upon any subsequent Lessor or Lessee), of its interest in the Premises, as owner or lessor or lessee, respectively, and in the event of any such sale, assignment, or transfer, such obligations shall thereafter be binding upon the grantee, assignee, or other transferee of such interest, and any such grantee, assignee, or transferee, by accepting such interest, shall be deemed to have assumed such obligations. A lease of the entire Premises, other than for occupancy thereof, shall be deemed a transfer within the meaning of this Section.

24.03 If any provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

24.04 This Lease shall be construed and enforced in accordance with the laws of the

State of Michigan. The Lessor agrees, consents and submits to the personal jurisdiction of any competent court in Wayne County, Michigan for any action brought against it arising under this Lease. The Lessee and Lessor agree that they will not commence any action against the other party because of any matter whatsoever arising out of or related to the validity, construction, interpretation, and enforcement of this Lease in any courts other than those in the County of Wayne, State of Michigan unless original jurisdiction can be had in either the Michigan Court of Appeals, Michigan Supreme Court or the U.S. District Court for the Eastern District of Michigan, Southern Division.

24.05 This Lease or any part of this Lease may not be changed, waived, discharged or terminated orally, but only by an instrument in writing.

24.06 This instrument, including the Exhibits hereto, contains the entire agreement between the parties and all prior negotiations and agreements are merged herein. Neither Lessee, the Lessee's agents, Lessor nor the Lessor's agents have made any representations or warranties with respect to the Premises or this Lease, except as expressly set forth herein, and no rights, or remedies are or shall be acquired by Lessee or Lessor by implication or otherwise unless expressly set forth herein.

24.07 The relationship between the parties hereto is solely that of Lessor and Lessee and nothing herein contained shall constitute or be construed as establishing any other relationship between them including, without limitation, the relationship of principal and agent, employer and employee or parties engaged in a partnership or joint venture. Without limiting the foregoing, it is specifically understood that neither party is the agent of the other and neither is in any way empowered to bind the other or to use the name of the other in connection with the construction, maintenance or operation of the Premises, except as otherwise specifically provided herein.

24.08 Unless the context otherwise expressly requires, the words "herein", "hereof" and "hereunder" and other words of similar import refer to this Lease as a whole and not to any particular Section.

24.09 All the terms and provisions of this Lease shall be deemed and construed to be "covenants" and "conditions" as though the words specifically expressing or importing covenants and conditions were used in each separate term and provision.

24.10 The headings of the Sections in this Lease are for convenience only and shall not be used to construe or interpret the scope or intent of this Lease or in any way affect the same.

24.11 Neither party shall be responsible for force majeure events. In the event of a dispute between the parties with regard to what constitutes a force majeure event, the determination of a court with appropriate jurisdiction, in compliance with the terms set forth herein, shall be controlling.

24.12 The Lessor warrants that it is currently authorized to do business in the State of

Michigan and is amendable to service of process at the address stated in Section 13.01.

24.13 This Lease may be executed in any number of counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Promptly after the execution hereof the Lessee shall transmit to the Lessor a conformed copy of this Lease.

24.14 The Lessor agrees to pay CBRE, Inc., as Cooperating Broker, five percent (5%) of the gross lease or Rent pursuant to a separate cooperating broker agreement between the Lessor and CBRE, Inc.

24.15 Authority of City. Notwithstanding anything in this Lease or otherwise to the contrary, the Lessor shall not be authorized or obligated to lease the Premises to Lessee until this Lease has been fully executed by the duly authorized representatives of the City, as well as approved by the Detroit City Council, the Mayor of the City of Detroit, the City of Detroit Law Department and any other City financial review board or commission as required by law. Any amendments or modifications must likewise be duly approved by the City Council, the Mayor, and the Law Department. If the City has not executed and approved this Lease by February 11, 2015, then this Lease shall be null and void and of no further force or effect. 

24.16 Surrender of Premises on Termination. Notwithstanding anything in this Lease to the contrary, upon termination Lessee shall surrender the Premises broom clean with all improvements made by Lessee or Lessor in good working condition, reasonable wear and tear excepted, and promptly deliver all keys for the Premises to Lessor. All Renovations made by Lessee shall be deemed to have attached to the Premises and to have become the property of the owner of the Premises upon such attachment, and upon expiration of this Lease or any renewal term thereof, the Lessee shall not remove any of such Renovations, except trade fixtures installed by Lessee may be removed if all rents due herein are paid in full and Lessee is not otherwise in default hereunder. However, Lessor may designate by written notice to Lessee those Renovations which shall be removed by Lessee at the expiration or termination of the Lease and Lessee shall promptly remove the same and repair any damage to the Premises caused by such removal. Any damage to the Premises resulting from removal of trade fixtures or similar items shall be repaired at Lessee's expense. All expenses incurred by Lessor in connection with repairing or restoring the Premises to the designated condition, together with the costs, if any, of removing any property of Lessee shall be invoiced to Lessee and be payable within ten (10) days after receipt of invoice. Upon any termination of this Lease, any personal property belonging to Lessee that is left in or about the Premises shall be deemed abandoned and Lessor shall have the right to keep said property as its own without any obligation to Lessee for repayment and without any liability for damages to Lessee whatsoever. Any government authority serving a writ of restitution for redelivery of possession of the Premises may rely on this provision. Lessor shall also have the right to discard said property without liability for damages and Lessee shall reimburse Lessor for the removal of same.

24.17 Exhibits. The following Exhibits are attached hereto and made a part hereof:

Exhibit A - Description of the Premises

Exhibit B - Statement of Political Contributions and Expenditures (Affidavit of Disclosure of Interests by Contractors and Vendors)



IN WITNESS WHEREOF, the Lessor and the Lessee, by and through their authorized officers and representatives, have executed this Lease as follows:

WITNESSES:

1. Kristen E. Davis
Print: KRISTEN E. DAVIS
2. Natalie Farida
Print: Natalie Farida

LESSOR:

BOULDVARD HOLDINGS, LLC

BY: [Signature]
Print: BRIAN NAJAR
ITS: MANAGER

WITNESSES:

1. [Signature]
Print: Celia Banks Washington
2. Kathryn Anderson
Print: Kathryn Anderson

CITY OF DETROIT
POLICE DEPARTMENT

BY: [Signature]
Print: JAMES E. WHITE
ITS: ASSISTANT CHIEF

Approved by Detroit City Council on:

FEB 18 2015

[Signature] 2/11/15
Purchasing Director

In accordance with §18-5-4 of the Detroit City Code, I hereby certify that proper and fair consideration has been received by the City pursuant to this contract.

[Signature]
Finance Director

Approved as to form in accordance with § 7.5-206 of the 2012 City of Detroit Charter.

[Signature]
Supervising Assistant Corporation Counsel

THIS LEASE IS NOT VALID OR AUTHORIZED UNTIL APPROVED BY THE

DETROIT CITY COUNCIL.

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF MICHIGAN)
)SS.

COUNTY OF ~~WAYNE~~
 oakland

The foregoing instrument was acknowledged before me on this 12th day of December 2014, by Brian Najor, the Manager of the Boulevard Holdings, LLC, on behalf of the Michigan limited liability company.

Kristine Davis

Notary Public, ~~Wayne~~ oakland County, MI

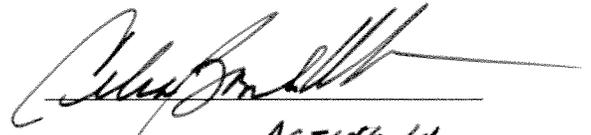
My commission expires: 9/23/21

KRISTEN E. DAVIS
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Sep 23, ~~2016~~ 2021
ACTING IN COUNTY OF oakland

CITY ACKNOWLEDGMENT

STATE OF MICHIGAN)
)SS.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on this 16th day of December 2014, by JAMES White, the Police Department ASSISTANT CHIEF of the City of Detroit, Michigan, a municipal corporation.



ACTING IN
Notary Public, Wayne County, MI

Cella Banks Washington
Notary Public
My commission ~~Oakland County, Michigan~~
My Commission Expires: 2/28/2020

**LIMITED LIABILITY COMPANY
CERTIFICATE OF AUTHORITY**

I, BRIAN NAJOR, a Manager or Member of Boulevard Holdings, LLC, a limited liability company (the "Lessor") **DO HEREBY CERTIFY** that I am a Manager or Member of the Lessor who has the authority to act as an agent of the Lessor in executing this Certificate of Authority. I further certify that the following individuals are Managers or Members of the Lessor who have the authority to execute and commit the Lessor to conditions, obligations, stipulations and undertakings contained in this Lease between the Lessee and the Lessor:

BRIAN NAJOR

FURTHER, I CERTIFY that all necessary approvals by the Managers or Members of the Lease have been obtained with respect to the execution of said Lease.

IN WITNESS THEREOF, I have set my hand this 12 day of DECEMBER, 2014.

CORPORATE SEAL
(if any)



Manager or Member

EXHIBIT A

DESCRIPTION OF THE PREMISES

The Premises includes a roughly 50,000 square foot three story office building, as well as a large parking lot behind the building as outlined above.

Addresses, Parcel IDs and legal descriptions for the Premises are as follows:

2875 W. Grand Blvd., Detroit, MI 48202
Parcel ID 04001508-10

N GRAND BLVD E 38.3 FT ON S LINE BG E 46.2 FT ON N LINE 187 186&185 W 15
FT 184 LOTHROP AND DUFFIELDS SUB L17 P22 PLATS, W C R 4/72 153.3 X 204.75

907 Lothrop
Parcel ID 04001553-64

S LOTHROP W 35 FT 147 E 45 FT 146 LOTHROP & DUFFIELDS SUB L17 P22 PLATS,
W C R 4/72 80 X 180

899 Lothrop
Parcel ID 04001552

S LOTHROP W 35 FT 148 E 15 FT 147 LOTHROP AND DUFFIELDS SUB L17 P22
PLATS, W C R 4/72 50 X 180

887 Lothrop
Parcel ID 04001551

S LOTHROP W 35 FT 149 E 15 FT 148 LOTHROP AND DUFFIELDS SUB L17 P22
PLATS, W C R 4/72 50 X 180

881 Lothrop
Parcel ID 04001550

S LOTHROP W 20 FT 150 E 15 FT 149 LOTHROP AND DUFFIELDS SUB L17 P22
PLATS, W C R 4/72 35 X 180

873 Lothrop
Parcel ID 04001549

S LOTHROP W 5 FT 151 E 30 FT 150 LOTHROP AND DUFFIELDS SUB L17 P22
PLATS, W C R 4/72 35 X 180

861 Lothrop
Parcel ID 04001548

S LOTHROP W 25 FT 152 E 10 FT 151 E 35 FT OF W 40 FT 151 LOTHROP AND
DUFFIELDS SUB L17 P22 PLATS, W C R 4/72 70 X 180

847 Lothrop
Parcel ID 04001547

S LOTHROP W 45 FT 153 E 25 FT 152 LOTHROP AND DUFFIELDS SUB L17 P22
PLATS, W C R 4/72 70 X 180

841 Lothrop
Parcel ID 04001546

S LOTHROP W 35 FT 154 E 5 FT 153 LOTHROP AND DUFFIELDS SUB L17 P22
PLATS, W C R 4/72 40 X 180



**CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS**



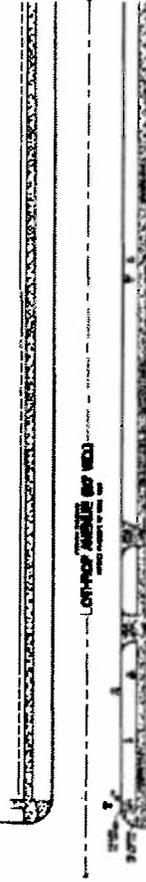
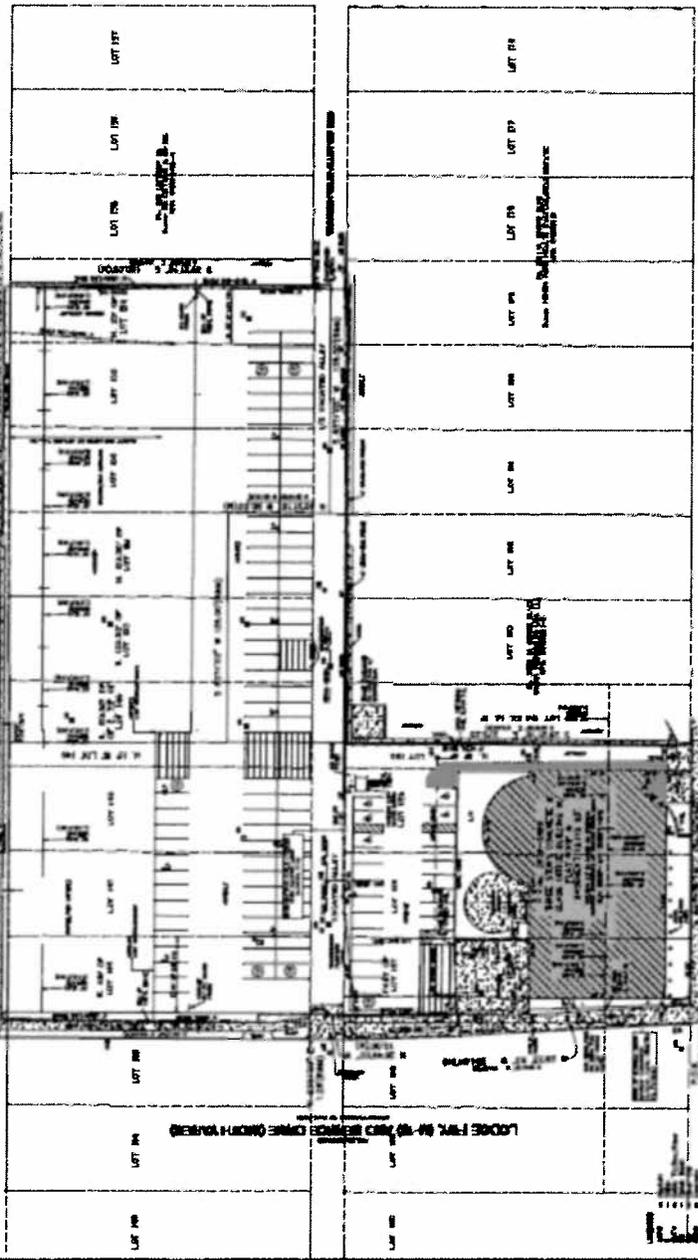
GENERAL NOTES:
1. THE PROJECT IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF CHICAGO ORDINANCES AND THE ILLINOIS SUBDIVISION ACT.
2. THE SUBDIVISION IS TO BE CONDUCTED IN ACCORDANCE WITH THE ILLINOIS SUBDIVISION ACT AND THE CITY OF CHICAGO ORDINANCES.
3. THE SUBDIVISION IS TO BE CONDUCTED IN ACCORDANCE WITH THE ILLINOIS SUBDIVISION ACT AND THE CITY OF CHICAGO ORDINANCES.

GENERAL NOTES:
4. THE SUBDIVISION IS TO BE CONDUCTED IN ACCORDANCE WITH THE ILLINOIS SUBDIVISION ACT AND THE CITY OF CHICAGO ORDINANCES.
5. THE SUBDIVISION IS TO BE CONDUCTED IN ACCORDANCE WITH THE ILLINOIS SUBDIVISION ACT AND THE CITY OF CHICAGO ORDINANCES.

GENERAL NOTES:
6. THE SUBDIVISION IS TO BE CONDUCTED IN ACCORDANCE WITH THE ILLINOIS SUBDIVISION ACT AND THE CITY OF CHICAGO ORDINANCES.
7. THE SUBDIVISION IS TO BE CONDUCTED IN ACCORDANCE WITH THE ILLINOIS SUBDIVISION ACT AND THE CITY OF CHICAGO ORDINANCES.

Table with columns for Lot Number, Area, and other details. Includes a title block with project name and date.

GENERAL NOTES



GENERAL NOTES:
8. THE SUBDIVISION IS TO BE CONDUCTED IN ACCORDANCE WITH THE ILLINOIS SUBDIVISION ACT AND THE CITY OF CHICAGO ORDINANCES.
9. THE SUBDIVISION IS TO BE CONDUCTED IN ACCORDANCE WITH THE ILLINOIS SUBDIVISION ACT AND THE CITY OF CHICAGO ORDINANCES.

GENERAL NOTES:
10. THE SUBDIVISION IS TO BE CONDUCTED IN ACCORDANCE WITH THE ILLINOIS SUBDIVISION ACT AND THE CITY OF CHICAGO ORDINANCES.
11. THE SUBDIVISION IS TO BE CONDUCTED IN ACCORDANCE WITH THE ILLINOIS SUBDIVISION ACT AND THE CITY OF CHICAGO ORDINANCES.



Table with columns for Lot Number, Area, and other details. Includes a title block with project name and date.

EXHIBIT B

STATEMENT OF POLITICAL CONTRIBUTIONS AND EXPENDITURES
(AFFIDAVIT OF DISCLOSURE OF INTERESTS BY CONTRACTORS AND VENDORS)



AFFIDAVIT OF DISCLOSURE OF INTERESTS BY CONTRACTORS AND VENDORS

Instructions. This disclosure affidavit fulfills requirements of Section 2-106.2 and Section 4-122 of the 2012 Detroit City Charter and Section 2-6-34 of the 1984 Detroit City Code. Please complete all applicable sections by typing or legibly printing. Where a section does not apply, please check the appropriate box and skip to the next section. If necessary, provide additional information on page 4 or attach additional documents to this disclosure affidavit. This disclosure affidavit must be signed and notarized and filed with the City of Detroit Board of Ethics, Coleman A. Young Municipal Center, 2 Woodward Ave, Suite 1240, Detroit, MI 48226 (City Code § 2-6-34(b)).

Note: "Immediate family member" of a person is that person's spouse, domestic partner, an individual living in the person's household, or an individual claimed as a dependent or spouse's dependent under the Internal Revenue Code. (City Charter § 2-105.A.20; City Code § 2-6-3)

Section 1 - Identity of Contractor/Vendor (City Charter § 2-106.2.2; City Code § 2-6-34)

Provide the complete name of the individual, company or other entity or organization making this disclosure:

Name Boulevard Holdings, LLC
Street address 600 W Old Woodward Suite 100
City BIRMINGHAM State MI Zip code 48009
Telephone 248.433.7000 Fax _____ Email _____

If the filer is a business entity, print the name, title, and contact information of the authorized individual signing for the business entity:

Name BRIAN NAJOR Title MANAGER
Telephone 248.433.7000 Fax _____ Email _____

Section 2 - Financial Interests in Matters Pending Before City (City Charter § 2-106.2.2; City Code § 2-6-34(a)(1), (2))

The above named contractor or vendor or an immediate family member thereof

has (if checked, complete rest of section below)

does not have (if checked, skip to next section)

a financial interest, direct or indirect, in the following matters that are pending before the Detroit City Council or the following office, department or agency of the City _____

Matter _____

Interested Party (if an immediate family member, please provide an address and phone number and the nature of the relationship to the filer): Name _____

Street Address _____

City _____ State _____ Zip code _____

Telephone _____ Relationship _____

Nature of financial interest REAL PROPERTY LOCATED AT 2875 W. GRAND BLVD

Estimated value of the financial interest _____

Section 3 - Interests in Property Subject to Decision by City (City Code § 2-6-34(a)(3))

The above named contractor or vendor or an immediate family member thereof

has (if checked, complete rest of section below)

does not have (if checked, skip to next section)

an interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease, zoning, improvement, special designation tax assessment or abatement, or a development agreement.

Interested Party (if an immediate family member, please provide an address and phone number and the nature of the relationship to the filer): Name _____

Street Address _____

City _____ State _____ Zip code _____

Telephone _____ Relationship _____

Description of real or personal property _____

REAL PROPERTY LOCATED AT 2875 W. GRAND BLVD

Nature of interest _____

Estimated value of the interest _____

Section 4 – Political/Campaign Contributions and Expenditures (City Charter § 4-122; City Code § 2-6-34(a)(4))

The Statement of Political Contributions and Expenditures required by City Charter § 4-122, ¶ 2, is attached as an exhibit to this disclosure affidavit, and is current and accurate as of the date stated therein.

The above named contractor or vendor

is (if checked, attach most recent report to this disclosure)

is not (if checked, skip to next section)

required to file reports of campaign contributions and expenditures in accordance with other applicable law.

Section 5 - Immediate Family Members Employed by or Seeking Employment with City (City Code § 2-6-34(a)(5))

Please identify any immediate family member who is employed by or making application for employment with the City of Detroit.

If none, check here and skip to next section; otherwise, complete rest of section below:

Name _____

Street address _____

City _____ State _____ Zip code _____

Phone _____

Nature of relationship to filer _____

Department/agency employed by or seeking employment with _____
Position held or sought _____

Section 6 - Persons with Financial Interest in Contractor's/Vendor's Matters Pending Before City (City Code § 2-6-34(a)(6), (7))

Please identify all persons or entities having a financial interest, direct or indirect, in any matter the contractor or vendor has pending before the Detroit City Council or before any office, department or agency of the City. Complete on additional page(s), if necessary.

If none, check here and skip to next section; otherwise, complete rest of section below

Name BOULEVARD HOLDINGS, LLC
Street Address 600 N OLD WOODWARD SUITE 100
City BIRMINGHAM MI State _____ Zip code 48009
Contract or matter in which the person or entity named has an interest _____

The above contract or matter is pending before the Detroit City Council or the following office, department or agency of the City _____

Nature of financial interest REAL PROPERTY LOCATED AT 2875 W GRAND BLVD
Estimated value of the financial interest _____

Section 7 - Affirmation of Accuracy of Disclosure (City Charter § 2-106.2.3; City Code § 2-6-34(b))

I understand that the information provided in this disclosure will be relied upon by the City of Detroit in evaluating the proposed bid, solicitation, contract, or lease. I swear [or affirm] that the information provided is accurate. If I am signing on behalf of an entity, I swear [or affirm] that I have the authority to provide this disclosure on behalf of the entity.

Sign name: [Signature]
Print name: BRIAN NAJOR

Sworn and subscribed to before me on JAN 28, 2015
[by BRIAN NAJOR, the MANAGER
[name] [title]

of the above named contractor/vendor, an authorized representative or agent of the contractor/vendor].

Sign: [Signature] Notary Seal (if desired)
Print: DANIEL C. GILBERT

Notary Public, OAKLAND County, Michigan,
Acting in _____ County
My Commission Expires: 2/14/19

STATEMENT OF POLITICAL CONTRIBUTIONS AND EXPENDITURES (City Charter § 4-122; City Code § 2-6-34(a)(4))

“**City Charter § 4-122, ¶ 2:** For purposes of conflicts of interest, the City shall require in all of its contractual agreements, including, but not limited to, leases, service and equipment agreements and including contract renewals, that the contractor provide a statement listing all political contributions and expenditures (“**Statement of Political Contributions and Expenditures**”), as defined by the Michigan Campaign Finance Act, MCL 169.201, *et seq.*, made by the contractor, its affiliates, subsidiaries, principals, officers, owners, directors, agents or assigns to elective city officials within the previous four (4) years. Individuals shall also list any contributions or expenditures from their spouses.”

Instructions: In accordance with Section 4-122 of the 2012 Detroit City Charter, you must provide the following information, sign this document, have it notarized, and submit it to the City. If additional space is needed, please enter “see additional sheet(s)” on the last row and attach additional sheets.

In Column A, enter the name of the person or company that made the contribution or expenditure. If there were no political contributions or expenditures made, enter **NONE**.

In Column B, enter the relationship of the donor to the contractor or vendor, that is, contractor, affiliate, subsidiary, principal, officer, owner, director, agent, assignee, or spouse of any of the foregoing who are individuals.

In Column C, enter the name of the recipient, an elective city official which under Charter § 3-107, includes only the Mayor, the City Clerk, and members of the City Council and the Board of Police Commissioners.

In Column D, enter the amount of the contribution or expenditure, as defined in the Michigan Campaign Finance Act, 1976 PA 388, MCL 169.204 and MCL 169.206.

In Column E, enter the date of the contribution or expenditure. This statement must include all contributions and expenditures within the previous four years.

(A)	(B)	(C)	(D)	(E)
Donor	Relationship to Contractor/Vendor	Recipient	Amount of Contribution or Expenditure	Date
Brian Natas	MEMBER	MIKE DUGGAN FOR MAYOR	COMMITTEE \$3,400.00	10/10/13
YASMINE NATAS	SPOUSE	MIKE DUGGAN FOR MAYOR	COMMITTEE \$3,400.00	10/10/13
HANI KASSAB	MEMBER	MIKE DUGGAN FOR MAYOR	COMMITTEE \$500.00	10/10/13
BOUTERRED HOPKINS LLC	OWNER	NONE	NONE	N/A

Detroit City Council
Legislative Policy Division

TO: Purchasing Division Staff
FROM: David Teeter *DT*
DATE: February 3, 2015

RE: **PURCHASING ITEMS APPROVED BY THE CITY COUNCIL**

The following are contracts that were considered by the City Council at the *Adjourned Session of Thursday, January 29, 2015*.

*The following contracts, purchase orders and other matters were reported to the City Council, by the indicated Standing Committee, at the Adjourned Session of January 29, 2015, and **APPROVED**.*

Reported by Internal Operations Committee

87068 Charles S. McEwen \$4,000 INSPECTOR GENERAL
Submitted in the List for January 27, 2015; Referred to the Adjourned Session
Correction submitted to the term and contract amount; Approved with **WAIVER**.

Reported by Public Health and Safety Committee

2902527,Lease Boulevard Holdings (2875 W.Grand Blvd) \$2,727,752 POLICE
Walked on to Committee Meeting Jan. 26; Moved to New Business; Moved to Adjourned Session.

One contract was Reconsidered at the Session of February 3, 2015, that was approved at the Adjourned Session of January 29, 2015

2902527,Lease Boulevard Holdings (2875 W.Grand Blvd) \$2,727,752 POLICE
Request to Reconsider by Council Member Scott Benson; Reconsideration Approved;
Vote to consider the Contract **POSTPONED** 1 Week.

*The following contracts and purchase orders were reported to the City Council by the indicated Standing Committee, at the Regular Session of February 3, 2015 and **APPROVED***

Reported by the Budget, Finance and Audit Committee:

No Contracts Reported

Purchasing Division
Contracts and Purchase Orders Received, Considered at Regular Session
of February 3, 2015

Page 3

*The following contracts and purchase orders were reported to the City Council by the indicated Standing Committee, at the Regular Session of February 3, 2015 and **APPROVED***

Reported by the Public Health and Safety Committee: *continued*

2901820	Crestline Specialties	\$54,000	TRANSPORTATION
	Submitted in the List and Referred January 20, 2015.		
2821497,Ext.	PIE Management (IT services)	No +\$ to \$5,000,000	ADMIN.HEARINGS
	Submitted in the List and Referred January 20, 2015.		
2900137	Detroit Building Authority	\$240,000	AIRPORT
	Submitted in the List and Referred January 20, 2015.		
2900804	Booth Research Group (Promotion Exams)	\$226,000	POLICE
	Submitted in the List and Referred January 20, 2015.		
86955	Tiffany Perry (Victims Assist.Advocate)	\$36,400	POLICE
	Submitted in the List and Referred January 20, 2015.		
2901724	AIS Construction Equipment	\$165,200	PUBLIC WORKS
	Submitted in the List and Referred January 20, 2015.		

*The following contracts were **REFERRED** on February 3, 2015 to the indicated Standing Committee for consideration and report to the City Council.*

Referred to Budget, Finance and Audit Committee

No Contracts Referred

Referred to Internal Operations Committee

No Contracts Referred

Referred to Neighborhood and Community Services Committee

No Contracts Referred

Detroit City Council

Division of Research and Analysis

TO: Purchasing Division Staff
FROM: David Teeter
DATE: January 30, 2015
RE: **PURCHASING ITEMS APPROVED BY THE CITY COUNCIL**

The following are contracts that were considered by the City Council at the *Adjourned Session of Thursday, January 29, 2015*. This information will also be included in the report to Purchasing after the Regular Session of February 3, 2013.

*The following contracts, purchase orders and other matters were reported to the City Council, by the indicated Standing Committee, at the Adjourned Session of January 29, 2015, and **APPROVED**.*

Reported by Internal Operations Committee

87068 Charles S. McEwen \$4,000 INSPECTOR GENERAL
Submitted in the List for January 27, 2015; Referred to the Adjourned Session
Correction submitted to the term and contract amount; Approved with **WAIVER**.

Reported by Public Health and Safety Committee

2902527, Lease Boulevard Holdings (2875 W. Grand Blvd) \$2,727,752 POLICE
Walked on to Committee Meeting Jan. 26; Moved to New Business; Moved to Adjourned Session.



CITY OF DETROIT
FINANCE DEPARTMENT
PURCHASING DIVISION

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVE., SUITE 1008
DETROIT, MICHIGAN 48226
PHONE 313•224•4600
FAX 313•628•1160
WWW.DETROITMI.GOV

January 20, 2015

HONORABLE CITY COUNCIL:

SPECIAL LETTER

PLANNING AND DEVELOPMENT

2899854 100% City Funding – To Provide Professional Services to Private Companies and Organizations to Assist them in Locating/Relocating in the City of Detroit and Create/Retain Jobs to the Low and Moderate Income Citizens of the City of Detroit; Assit in Marketing of City owned Property; Work with the City and other Agencies to Establish and Formulate plans for the City – Contractor: Economic Development Corporation, Location: 500 Griswold, Suite 2200, Detroit, MI 48226 – Contract Period: Upon City Council and FRC Approval through June 30, 2015 – Contract Amount: \$255,000.00

2899858 100% City Funding – Contractor: Detroit Economic Growth Corporation, Location: 500 Griswold, Suite 2200, Detroit, MI 48226 – Contract Period: Upon City Council and FRC Approval through June 30, 2015 – Contract Amount: \$865,837.00

To Provide Professional Services to Private Companies and Organizations to Assist them in Locating/Relocating in the City of Detroit and to Create/Retain Jobs to Low and Moderate Income Citizens.

1. Assist in Marketing of City owned Property;
2. Work with the City and other Agencies to Establish and Formulate plans for Economic Development in the City;
3. Perform necessary activities to implement the DEGC Work Program,
 - Interface with neighborhood organizations in their efforts to develop residential/retain/commercial/industrial projects throughout the City
 - Marketing of Sites

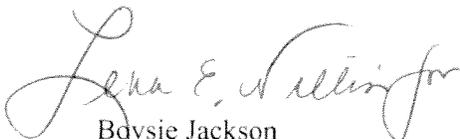
POLICE

2902527 100% City Funding – To Provide the Leasing of property located at 2875 West Grand Boulevard, Detroit, Michigan to Relocate the current Central District Police Operations for space planning/consolidation purposes and to relieve the City of its obligation for the current lease through 2027 – Contractor: Boulevard Holdings, LLC, Location: 600 N. Old Woodward, Suite 100, Birmingham, MI 48009 – Contract Amount: \$2,727,752.00

The Purchasing Division of the Finance Department recommends contracts as outlined above.

The approval of your Honorable Body and a Waiver of Reconsideration are requested.

Respectfully submitted,


Boysie Jackson
Chief Procurement Officer

BJ/zh
cc: Aliyah Sabree
Lena Willis

CONTRACT # 2902527

DEPARTMENT Police

[] WAIVER

AGENDA DATE _____

CONTRACT SYNOPSIS

CONTRACTOR NAME: Boulevard Holdings, LLC

CONTRACTOR

ADDRESS:

600 N. Old Woodward, Suite 100
Birmingham, Mi. 48009

**WHAT FORM OF
COMPETITION DID THE
DEPARTMENT ENGAGE
IN TO OBTAIN THIS
PROFESSIONAL SERVICE
CONTRACT:**

Request For Proposal (RFP) # _____

Request For Quotes (RFQ) # _____

Request For Qualifications (RFQQ) # _____

If there was no competition obtained, explain why:

PROJECT:

TYPE OF FUNDING:

AND%:

CONTRACT AMOUNT: \$2,727,752.00

CONTRACT PERIOD: January 1, 2015 thru June 18, 2018

ADVANCE PAYMENT:

BRIEF DESCRIPTION: Lease Agreement for Property located at 2875 Grand Boulevard.

REASON FOR DELAY: _____



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
1/29/2015

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY Ralph C. Wilson Agency, Inc		PHONE (A/C. No. Ext): (248) 355-1414	COMPANY Federal Insurance Company	
Box 5069 Southfield MI 48086-5069		202 Halls Mill Road Whitehouse Station NJ 08889		
FAX (A/C. No.): (248) 304-0877	E-MAIL ADDRESS: steveh@rcwa.net			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #: 00017496		LOAN NUMBER		POLICY NUMBER 36000801
INSURED Boulevard Holdings, LLC 600 N. Woodward, Ste. 100 Birmingham MI 48009		EFFECTIVE DATE 1/24/2015	EXPIRATION DATE 1/24/2016	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION 2875 W. Grand Blvd Detroit, MI 48202
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Building, Replacement Cost, Special Form	\$6,400,000	\$2,500

REMARKS (Including Special Conditions)

--

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

City of Detroit sbrinkma@detroitmi.gov	MORTGAGEE	ADDITIONAL INSURED
	LOSS PAYEE	
LOAN #		
AUTHORIZED REPRESENTATIVE		
Steve Vannelli/VICKY		

CITY OF DETROIT
ACCOUNTS RECEIVABLE CLEARANCE FORM
PLEASE FORWARD TO ROOM 1012
COLEMAN A YOUNG MUNICIPAL CENTER
REVENUE COLLECTIONS (313) 224-1849/2689 FAX: 224-4238

SECTION A FROM CITY ENGINEERING HEALTH LAW POLICE
 RECREATION WATER & SEWAGE
 OTHER _____

ADDRESS OF DEPARTMENT: 2 Woodward Ave., Suite 500 Detroit, MI 48226

DATE SENT December 04, 2014

CONTACT PERSON Scott Brinkmann

PHONE NUMBER: 313.237.3006

DATE SENT _____

FAX: _____

SECTION B: CORPORATION

LICENSE TYPE: _____

CORPORATION NAME: Boulevard Holdings, LLC

ADDRESS: 600 Woodward, Suite 100 Birmingham, MI 48202

OWN LEASE CURRENT TAX IDENTIFICATION NUMBER: 46-4616483

OTHER CITY/STATE TAX IDENTIFICATION NUMBER (S) PREVIOUSLY USED: _____

CONTACT PERSON: Brian Najor

PHONE NUMBER: 248.433.7000

SECTION C: PARTNERSHIP

LICENSE TYPE: _____

BUSINESS NAME: _____

ADDRESS: _____

OWN LEASE CURRENT TAX IDENTIFICATION NUMBER: _____

OTHER CITY/STATE TAX IDENTIFICATION NUMBER (S) PREVIOUSLY USED: _____

A: PARTNER'S NAME: _____

PHONE NUMBER: _____

HOME ADDRESS: _____

CITY/STATE/ZIP: _____

OWN LEASE

SOCIAL SECURITY NUMBER: _____

OTHER CITY PROPERTY OWNED ADDRESSES: _____

B: PARTNER'S NAME: _____

PHONE NUMBER: _____

HOME ADDRESS: _____

CITY/STATE/ZIP: _____

OWN LEASE

SOCIAL SECURITY NUMBER: _____

OTHER PROPERTY ADDRESSES OWNED WITHIN DETROIT: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

SECTION D: SOLE PROPRIETORSHIP

LICENSE TYPE: _____

OWNER'S NAME: _____

HOME ADDRESS: _____

OWN LEASE

CITY/STATE/ZIP: _____

BUSINESS NAME: _____

OWN LEASE

BUSINESS ADDRESS: _____

PHONE NUMBER: _____

CITY/STATE/ZIP: _____

CURRENT TAX IDENTIFICATION NUMBER: _____

OTHER CITY/STATE TAX IDENTIFICATION NUMBER (S) PREVIOUSLY USED: _____

OTHER PROPERTY ADDRESSES OWNED WITHIN DETROIT: _____

SECTION E: PERSONAL SERVICES

REVENUE COLLECTIONS

APPROVED

CONTRACT CLEARANCES

NAME: _____

CITY/STATE/ZIP: _____

SOCIAL SECURITY NUMBER: _____

PHONE NUMBER: _____

OTHER PROPERTY ADDRESSES OWNED WITHIN DETROIT: _____

FOR TREASURY COLLECTION USE ONLY!

FOR INCOME TAX DIVISION USE ONLY

APPROVED PENDING DENIED W/ ATTACHMENTS

APPROVED

PENDING

DENIED

CLEARANCE VALID UNTIL

AUG 30 2015

SIGNATURE

DATE

SIGNATURE

DATE

[Handwritten Signature] 12-15-2014

REVISED 7-12-2012
COVENANT OF EQUAL OPPORTUNITY
(Application for Clearance – Terms Enforced After Contract is Awarded)

I, being a duly authorized representative of Boulevard Holdings, LLC, (hereinafter "Contractor"), am hereby authorized to enter into a Covenant of Equal Opportunity, (hereinafter "Covenant") with the City of Detroit, ("hereinafter" City); obligating the Contractor and all sub-contractors, not to discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of the contract, with respect to his/her hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, religious beliefs, public benefit status, national origin, age, marital status, disability, sex, sexual orientation, or gender identity or expression; except as otherwise exempted under City Code, Ordinance No. 27-2-12.

Contractor will ensure that the City of Detroit Human Rights Department shall receive notification of all potential sub-contractors and a copy of their Covenant prior to the commencement of work on any City of Detroit contract. Contractor further agrees that the City of Detroit reserves the right to require additional information prior to, during, and at any time after the Covenant is fully executed.

Furthermore, Contractor agrees that this Covenant is valid for the life of the contract and/or for a specified period of time as indicated below and that a breach of this Covenant shall be deemed a material breach of contract and be subject to damages pursuant to City Code, Ordinance No. 27-3-2, Section (e).

RFQ / PO No.: (if applicable) Lease of 2875 W. Grand Blvd.

Duration of Covenant January 1, 2015 to June 30, 2018

Printed Name of Contractor/Organization Boulevard Holdings, LLC
(Type or Print Legibly)

Contractor Address 600 N. Old Woodward, Suite 100 Birmingham, MI, 48202-48009
(City) (State) (Zip)

Contractor Phone/E-mail (248) 433.7000 / brian@najorcompanies.com
(Phone) (E-mail)

Printed Name & Title of Authorized Representative Brian Najor, President

Signature of Authorized Representative: 
Date: 12/12/14

Signature of Notary: Kristene E. Davis
Printed Name of Seal of Notary: KRISTENE E. DAVIS
My Commission Expires: 09.23.2021

*** This document **MUST** be notarized ***

KRISTENE E. DAVIS
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Sep 23, 2021
ACTING IN COUNTY OF Oakland

FOR CONTRACTING DEPARTMENT USE ONLY:

Date Rec'd: 12/12/14 Received by: SCOTT BRINKMAN Title: ASSISTANT CORP. COUNSEL

Please fax a COPY of the notarized Covenant and Award Letter to the Human Rights Department (313) 224-3434



REQUEST FOR INCOME TAX CLEARANCE

REQUESTING DEPARTMENT/DIVISION: LAW

E-MAIL ADDRESS: sbrinkma@detroitmi.gov

CONTACT NAME: Scott Brinkmann PHONE: 237-3006 FAX: 224-5505

Type of Clearance: New Renewal (Please submit 30 days prior to submitting bid or expiration date)

To: **A. City of Detroit**
Income Tax Division
Coleman A. Young Municipal Center
2 Woodward Avenue, Ste. 512
Detroit, MI 48226

Phone: (313) 224-3328 or 224-3329
 Fax: (313) 224-4588

For: **Individual or**
Company Name Boulevard Holdings, LLC
Address 600 N. Old Woodward, Suite 100

City Birmingham
 State MI Zip Code 48202
 Telephone 248.433.7000 Fax # _____
 E-mail Address brian@najorcompanies.com

B. Name of Chief Financial Officer/Authorized Contact Person (include address if different from above) Brian Najor, President	Telephone # <u>248.433.7000</u> Fax # _____
Employer Identification or Social Security Number <u>46-4616483</u>	Spouse Social Security Number _____

Nature of Contract _____ **BID CONTRACT AMOUNT (if known):**
 Labor: \$ _____ Material: \$ _____
 Contract # (if known) _____

C. ALL QUESTIONS MUST BE ANSWERED TO EXPEDITE APPROVAL PROCESS. ANY QUESTION NOT ANSWERED MAY RESULT IN A DENIAL OF INCOME TAX CLEARANCE.

Check One: Individual Corporation Partnership Estate & Trust

INDIVIDUALS ANSWER QUESTIONS 1,2,3,4.

- Have you filed joint returns with spouse during the last seven (7) years? (If yes, include spouse SSN above) Yes No
- Are you a student, and/or claimed as a dependent on someone else's tax return? Yes No
- Were you employed during the last seven (7) years? Yes No
- Were you a resident of Detroit during the last seven (7) years? Yes No

CORPORATIONS AND PARTNERSHIPS ANSWER QUESTIONS 5,6,7.

- Is the company a new business in Detroit? If yes, attach Employer Registration (Form DSS-4). Yes No
- Will the company have employees working in Detroit? Yes No
- Will the company use sub-contractors or independent contractors in Detroit? Yes No

D. FOR INCOME TAX USE ONLY

Has the contractor complied with the provisions of the City Income Tax Ordinance?

Yes No Signature LAMONT FISHER Date DEC 18 2014 Expires DEC 18 2015
 Yes No Signature _____ Date _____ Expires _____
 Yes No Signature _____ Date _____ Expires _____

VISIT OUR WEBSITE FOR INFORMATION AND TAX FORMS AT: www.detroitmi.gov

NOTE: An approved Income Tax Certificate may be used in multiple city wide departments that require a bid. Please e-mail your completed request form (preferably in pdf format) to: IncomeTaxClearance@detroitmi.gov