

CONTRACT TRANSMITTAL RECORD

 PERSONAL SERVICE
 PROFESSIONAL SERVICE

CHANGE ORDER #

STANDARD PO # 2908021

CONTRACT PO # 2908016

 TYPE OF CONTRACT: (Check One) (IF APPLICABLE)
 CONSTRUCTION/DEMOLITION LEASE DEED

 DEPARTMENT HEAD'S SIGNATURE


DEPARTMENT RECREATION

 FUNDING SOURCE %
 FEDERAL STATE CITY 100% OTHER

 DEPARTMENT CONTACT PERSON
 JESCELIA ANDERSON

 PHONE NO.
 224-1159

CONTRACTOR'S NAME: S.A.Y. DETROIT

 DATE PREPARED
 4-29-15

 CONTRACTOR'S ADDRESS: 150 STIMSON ST. SUITE 102
 DETROIT, MI 48201

 CHANGE

CURRENT CONTRACT AMOUNT \$225,000 (CITY OF DETROIT GENERAL SERVICES DEPARTMENT QUALITY OF LIFE ("QOL") FUNDS)

CONTRACT CHANGE AMOUNT \$

TOTAL CONTRACT AMOUNT \$

PHONE NO. 313-993-4700

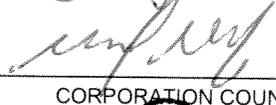
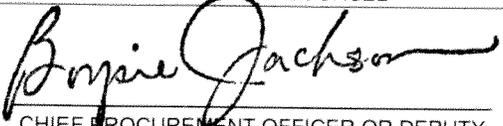
 CORPORATION PARTNERSHIP INDIVIDUAL

FEDERAL EMPLOYER/SOCIAL SECURITY NUMBER: 20-4786626

PURPOSE OF CONTRACT: LEASE AND OPERATE A CENTER AT LIPKE RECREATION CENTER FOR DETROIT YOUTHS.

LENGTH OF CONTRACT: LEASE SHALL COMMENCE AS OF THE EFFECTIVE DATE AND SHALL BE FOR AN INITIAL TERM OF TEN (10) YEARS, AT THE END OF WHICH TIME LESSEE SHALL HAVE THE OPTION TO RENEW THE LEASE FOR AN ADDITIONAL FOUR (4) SUCCESSIVE FIVE (5) YEAR TERMS ("TERM"), IN ACCORDANCE WITH SECTION III).

ACCOUNT STRING: 3100 - 350136 - 000000 - 628500 - 13824 - 000000 - 00000

| TIME & DATE IN | APPROVER MUST ALSO MAKE APPROPRIATE NOTES IN ORACLE | TIME & DATE IN |
|----------------|---|--------------------|
| | REQUESTING DEPARTMENT  AUTHORIZED DEPARTMENT REPRESENTATIVE | 15 MAY - 1 AM 9:40 |
| APR 30 2015 | BUDGET <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL  BUDGET DIRECTOR OR DEPUTY | |
| | GRANT MANAGEMENT SECTION <input type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL _____ GRANT DIRECTOR OR DEPUTY | |
| APR 30 2015 | FINANCE DEPARTMENT <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL  FINANCE DIRECTOR OR DEPUTY | 4/30/15 |
| | LAW DEPARTMENT <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL  CORPORATION COUNSEL | 5/1/15 |
| | OFFICE OF CONTRACTING AND PROCUREMENT <input type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL  CHIEF PROCUREMENT OFFICER OR DEPUTY | 7/7/2015 |
| | CITY COUNCIL APPROVAL: DATE MAY 26 2015 FINANCIAL REVIEW COMMISSION APPROVAL: DATE FRC APPROVAL | |

LEASE AGREEMENT

The effective date of this Lease shall be upon approval of the Lease by Detroit City Council ("Effective Date").

DEFINED TERMS/SPECIAL PROVISIONS

"Lease" shall mean this Lease Agreement.

"Lessor" shall mean City of Detroit, a Michigan municipal corporation, whose address is Two Woodward Avenue, Suite 1126, Detroit, Michigan 48226.

"Lessee" shall mean S.A.Y. Detroit, Inc., a Michigan non-profit corporation, whose address is 150 Stimson, Suite 102, Detroit, Michigan 48201.

"Leased Premises" shall mean the land and improvements located at 19314/19320 Van Dyke, Detroit, Michigan 48226, known as Lipke Recreation Center, an approximately thirty-three thousand five hundred six (33,506) square foot building, and adjacent property. The Leased Premises is more specifically described on **Exhibit A** which is attached and is incorporated by reference.

EXECUTIVE SUMMARY

The City of Detroit and S.A.Y. Detroit (a Michigan non-profit organization) will enter into a long-term agreement to lease and operate a center at Lipke Recreation Center for Detroit youths, ages 8 to 18, encouraging a balance between academic accomplishment and physical fitness, through tutoring and organized sports programming ("the Program"). The Program will include the construction of an indoor practice facility and football field at the west end of the park, and, potentially, an ice rink (outdoor or indoor) in the current playground area on the south side of the park.

If students from the Lipke Recreation Center neighborhood maintain a particular grade point average (right now determined to be a "C" grade point average or better, but subject to change) they can participate in sports programming to be provided at Lipke Recreation Center, space permitting. Students who have below a "C" average (or whatever the designated mark shall be) can still participate in the sports programming if they agree to participate in Program tutoring provided at the center.

I. LEASE OF LEASED PREMISES

Lessor leases to Lessee the Leased Premises as described herein for the term for the consideration set forth in Section IV below, upon the terms and conditions in this Lease. Lessee shall maintain and operate the Leased Premises as a recreational and educational center under professional standards that are typically utilized by and that are mutually acceptable to Lessor and Lessee.

As of the Effective Date, Lessor shall deliver possession of the Leased Premises to the Lessee free and clear from all tenancies, occupancies, claims, or rights to possession of persons or entities other than the rights of Lessor and Lessee under this Lease.

II. TERM

The term of this Lease shall commence as of the Effective Date and shall be for an initial term of ten (10) years, at the end of which time Lessee shall have the option to renew the Lease for four (4) successive five (5) year terms ("Term"), in accordance with Section III below. If the Effective Date is other than the first day of a calendar month, the term will be extended to terminate on the last day of the calendar month in which it would otherwise terminate under the preceding sentence.

III. OPTION TO RENEW

This Lease may be extended for up to four (4) additional five (5) year periods. Each five (5) year extension shall require the following prior to becoming effective:

- (a) Delivery by the Lessee to the Lessor of a Letter of Request indicating the Lessee's desire to invoke an option to extend the Lease for an additional five (5) years. The Lessor must receive the Letter of Request within ninety (90) days after the expiration of the Term due to end.
- (b) Acceptance and approval of the Lessor in writing of the Lessee's request to invoke the option to extend the Term of the Lease.

IV. CONSIDERATION

The parties acknowledge that the value of the services provided by the Lessee ("Lessee Services") during the term of the Lease is fair and adequate consideration for this Lease. Unless otherwise stipulated in the Lease, Lessee will not pay monetary consideration during the Term of this Lease.

V. USE OF LEASED PREMISES AND LESSEE SERVICES

The Leased Premises shall be used by Lessee for a community recreation center, library, educational counseling services, after-school programs, and other related activities. More specifically, Lessee will provide services for Detroit youths, ages 8 to 18, encouraging a balance between academic accomplishment and physical fitness, through tutoring and organized sports programming ("Program"). The Program will also include the construction of a football field at the west end of the Leased Premises pursuant to the Capital Improvements process outlined under this Lease. Lessee will ensure that all participants in the Program sign a Waiver of Liability form holding Lessor harmless for injuries incurred at the Leased Premises. Lessee acknowledges that the general public has access to the Leased Premises for free play or pick-up

activities when Lessee has no programming in place and Lessee shall issue permits for organized public activities at the Leased Premises, such as a league game; provided, however, that such permits are issued in accordance with Detroit Recreation Department policies and procedures and will not be issued for a date and time when Lessee's programming is in effect.

Lessor shall provide Lessee with full and complete access to the Leased Premises during the Term of this Lease to operate the Program (including all keys and alarm codes) and provide Lessee the right to make improvements and reconstruct the interior of the Leased Premises as it sees fit for the purposes of recreation and education as stated above. Plans for such improvements will be provided to the Lessor in advance. However, permission to proceed shall be deemed immediately granted unless the Lessor informs Lessee in writing within seven (7) days from receipt of the plans that the proposed improvements do not align with the above-stated purposes.

VI. UTILITIES

Lessee shall be solely responsible for and shall pay (i) all charges made against the Leased Premises for gas, heat, water, electricity, sewage disposition, telephone charges, and all other utilities supplied to or consumed on the Leased Premises during the Term of this Lease as the same become due, and (ii) the cost of the repair and maintenance of the systems supplying utilities to the Leased Premises. Lessor shall not be liable to Lessee for any loss, damage, or expense which Lessee may sustain if the quality or character of utilities is interrupted or no longer available due to any cause other than the gross negligence of Lessor or a breach of this Lease by Lessor.

VII. INSURANCE

Lessor shall secure and maintain property and casualty insurance against loss or damage for the Leased Premises throughout the duration of the Lease in an amount not less than \$1,000,000 per occurrence and issued by a carrier with at least an A-rating. Lessor will provide Lessee with proof of coverage.

Lessee shall maintain and will provide Lessor with proof of coverage for the following insurance, at a minimum and at its expense:

| <u>TYPE</u> | <u>AMOUNT NOT LESS THAN</u> |
|---|---|
| (a) Workers' Compensation | Michigan Statutory minimum |
| (b) Employers' Liability | \$500,000.00 minimum each disease \$500,000.00 minimum each person \$500,000.00 minimum each accident |
| (c) Commercial General Liability Insurance (Broad Form Comprehensive) with Lessor | \$1,000,000.00 each occurrence \$2,000,000.00 aggregate |

Named as an additional insured

The Lessee's commercial general liability insurance policy shall include an endorsement naming the "City of Detroit" as an additional insured. The additional insured endorsement shall provide coverage to the additional insured with respect to liability arising out of the named insured's ongoing work or operations performed for the additional insured under the terms of this Lease. The commercial general liability policy shall state that the Lessee's insurance is primary and not excess over any insurance already carried by Lessor and shall provide blanket contractual liability insurance for all written contracts.

The Commercial General Liability policy shall be endorsed to have the general aggregate apply to the Lessee Services provided under this Lease only. All such insurance shall be effected at the Lessee's expense, under valid and enforceable policies, issued by insurers licensed to conduct business in Michigan and are otherwise acceptable to the Lessor.

All insurance policies shall name the Lessee as the insured and shall provide a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior written notice to the Lessor. Certificates of insurance evidencing the coverage required by this Section shall, in a form acceptable to the Lessor, be submitted to the City upon Lessee's execution of the Lease.

If any work is contracted out by Lessee or for any Capital Improvements made by Lessee in connection with this Lease, the Lessee shall require each contractor to effect and maintain the types and limits of insurance set forth in this Section and shall require documentation of same, copies of which documentation shall be promptly furnished the Lessor.

The Lessee shall be responsible for payment of all deductibles contained in any insurance required under this Lease. The provisions requiring the Lessee to carry the insurance required under this Section shall not be construed in any manner as waiving or restricting the liability of the Lessee under this Lease.

The Lessee agrees that it is the responsibility of the Lessee and not the responsibility of the Lessor to safeguard the equipment, personal property and materials that the Lessee, or its agents, own, lease or otherwise use during the Term of this Lease.

VIII. INDEMNITY

To the extent not provided by any insurance coverage carried by Lessee, Lessee agrees to indemnify and hold Lessor harmless from and against any and all claims and demands, including all reasonable expenses incurred by Lessor in connection with any accident, injury, or damage whatsoever caused to any person or property arising, directly or indirectly, out of the business conducted in the Leased Premises or occurring in, on, or about the Leased Premises or any part thereof, or arising directly or indirectly from any act or omission of Lessee or any sub-lessee, or their respective servants, agents, employees, contractors, or invitees, and from and against any and all costs, expenses, and liabilities, including reasonable attorneys' fees, incurred in connection with any such claim or proceeding brought thereon.

IX. EXTERIOR MAINTENANCE AND SECURITY

During the term of this Lease and any renewals, the Lessee, at its cost and expense, shall be responsible for all interior maintenance of the Leased Premises. Lessor shall repair or replace all playfield equipment and damaged infrastructure should vandalism occur in the other areas of Lipke Playfield. Lessor will provide for a dedicated neighborhood police officer (NPO) at the Leased Premises.

X. MAINTENANCE OF LEASED PREMISES

Lessee agrees, at its own expense, to make all repairs, replacements, and renewals, which become necessary in or about the Leased Premises including, but not limited to, the roof and four outer walls, plumbing system, HVAC system, electrical system, windows, fixtures, and all other equipment used in connection with the Leased Premises. Lessor is responsible for all other exterior maintenance with the exception of the football field.

XI. CONSTRUCTION LIENS

For any Capital Improvements that Lessee conducts at the Leased Premises, the Lessee shall provide at its sole cost performance and payment bonds in the full amount of such Capital Improvements. Furthermore, Lessee will keep the Leased Premises free of liens of any sort including, but not limited to, construction liens and will hold Lessor harmless from any liens which may be placed on the Leased Premises except those attributable to the acts of Lessor. In the event that any such lien shall be filed upon the Leased Premises by reason of any act or omission (or alleged act or omission) of Lessee or any sub-lessee, and Lessee shall not, within thirty (30) days after notice to Lessee or any sub-lessee of the filing thereof, have caused the same to be released or have indemnified and secured Lessor to the reasonable satisfaction of Lessor, then in such event, Lessor may, but shall not be obligated to, cause the same to be discharged; and if Lessor does so, Lessee agrees to reimburse Lessor promptly upon demand for all costs, expenses, and other sums of money expended by Lessor in connection therewith.

XII. QUIET ENJOYMENT

Lessor covenants that Lessee, when providing the Lessee Services to be performed by Lessee, shall peaceably and quietly have, hold, and enjoy the Leased Premises for the term of this Lease and any renewal period thereof.

XIII. DEFAULT AND TERMINATION

Lessor has the option to terminate the Lease if Lessee fails to a) provide the requisite funding to bring the center up to Code; b) make the agreed-upon improvements to the Leased Premises in the area of the football field; c) obtain and maintain a certificate of occupancy; or d) provide recreational and educational programs, as agreed. Termination shall occur only after the Lessor has provided sixty (60) days written notice to Lessee of the alleged default and Lessee fails to remedy the alleged default after an opportunity to cure.

Upon termination, Lessor may take immediate possession thereof, or repossess itself of the Leased Premises by summary proceedings, ejection, or otherwise permitted by law.

Lessee shall have the right to terminate the Lease, at any time and for any reason or no reason, by notifying Lessor, in writing, at least six (6) months (180 days) in advance of the termination date. It is understood that all Capital Improvements or renovations made by Lessee to the Leased Premises will remain in place and become the property of the Lessor upon the Lease expiration or termination.

XIV. ALTERATIONS AND CAPITAL IMPROVEMENTS

Lessee may make structural alterations, additions, renovations or improvements (“Capital Improvements”) to the Leased Premises at Lessee’s sole cost. The Lessee shall adhere to the following conditions with respect to making any Capital Improvements:

- a. Lessee shall furnish Lessor with a full written description of the Capital Improvements.

Lessor shall allocate an amount not to exceed \$225,000 from the City of Detroit, General Services Department Quality of Life (“QOL”) funds which shall be used by Lessee to replace the heating and cooling system at the Leased Premises. Use of these funds by Lessee shall be consistent with the making of Capital Improvements as outlined herein.

XV. COMPLIANCE WITH LAWS

Lessee agrees to keep and use the Leased Premises in a manner which shall be in compliance with all applicable laws, rules and regulations, orders, and ordinances that relate specifically to, or which are imposed by reason of, its use of the Leased Premises, and further agrees not to suffer or permit the Leased Premises to be used for any unlawful purpose.

XVI. NOTICES

(a) Any notice herein provided to be given to a party shall be given by registered or certified United States mail, postage prepaid, and shall be addressed return receipt requested or by overnight courier service as follows:

IF TO LESSEE: S.A.Y. Detroit
 150 Stimson, Suite 102
 Detroit, Michigan 48201
 Attention: Dr. Chad Audi

With a copy to: Frasco Caponigro Wineman & Scheible, PLLC
 1301 W. Long Lake Road, Suite 250
 Troy, Michigan 48098
 Attention: Eric Scheible, Esq.

IF TO LESSOR: Detroit Recreation Department
Attn: Director
18100 Meyers, Upper Level
Detroit, MI 48235

With a copy to: Office of the Corporation Counsel
City of Detroit
Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 500
Detroit, MI 48226

(b) Any and all notices given, as above provided, shall be deemed given when deposited in the United States mail, properly addressed with proper postage affixed thereto.

(c) Each party shall have the right to specify, in lieu of its above-specified address, any other address in the United States of America by giving to the other party at least fifteen (15) days prior written notice of such change of address sent in accordance with paragraphs (a) or (b) above.

XVII. NON-WAIVER; RIGHTS AND REMEDIES CUMULATIVE

No requirement of this Lease shall be deemed waived or varied and no party's failure or delay to take advantage of any default shall constitute a waiver of such party's right hereunder or of any subsequent or continued breach of any requirement of this Lease. All rights and remedies of either party hereunder or in connection with this Lease shall be in addition to, and not in substitution for, any rights or remedies otherwise available to such party.

XVIII. SUCCESSORS AND ASSIGNS

All covenants and agreements contained in this Lease shall extend to and inure to the benefit of and be binding upon the respective successors and permitted assigns of Lessee and Lessor.

XIX. ASSIGNMENT AND SUBLETTING

Lessee shall not assign this Lease or sublet all or part of the Leased Premises without the prior written consent of Lessor to such assignment or subletting, which such consent shall not be unreasonably withheld, conditioned, or delayed.

XX. MODIFICATION

No oral statement or written matter bearing a date prior to the date hereof shall have any force or effect in connection with the interpretation of this Lease or otherwise. Lessee and Lessor agree that they are not relying on any representations or agreements other than those contained in this Lease. No agreement shall be held as changing or in any manner modifying, adding to, or detracting from, any of the terms or conditions of this Lease unless such agreement shall be in writing and duly executed by the parties hereto.

XXI. MISCELLANEOUS

(a) This Lease shall be construed under and in accordance with the laws of the State of Michigan.

(b) In case any one or more of the provisions contained in this Lease shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Lease shall be construed as if such invalid, illegal, or unenforceable provision shall never have been contained herein.

(c) This Lease constitutes the entire agreement of the parties hereto, and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter within this Lease.

(d) The rights and remedies provided by this Lease are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Such rights and remedies are given in addition to any other rights the parties have by law, statute, ordinance or otherwise.

(e) No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this Lease shall be deemed to be a waiver of any other breach of the same or any other term, condition, or covenant contained herein.

(f) In the event of any litigation or arbitration proceeding arising out of this Lease, the prevailing party may be awarded its reasonable attorneys' fees and costs.

(g) Lessee shall have the exclusive right to place signage, at Lessee's cost and in accordance with applicable ordinances and codes, on the exterior of the building located on the Leased Premises. Installation of such signage shall be considered a Capital Improvement and is subject to the provisions of this Lease governing Capital Improvements. Lessee shall be allowed to grant sponsorship naming rights for all or a portion of the Leased Premises so long as the name Lipke Recreation Center is included in the official title. Lessee shall be entitled to retain for its programming all funds raised through any sponsorship, grants, donations, fees, and all other sources and Lessor shall not share in those funds and resources.

(h) Notwithstanding anything in this Lease or otherwise to the contrary, the Lessor shall not be authorized or obligated to lease the Leased Premises to Lessee and the Lease shall not become effective until this Lease has been fully executed by the duly authorized representatives of the City, approved Detroit City Council, approved by the Mayor of the City of Detroit, and approved by the City of Detroit Law Department.

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

WITNESSES:

1. *Barbara Willis*
Print: Barbara Willis
2. *Phillip Johnson*
Print: PHILLIP JOHNSON

LESSEE:
S.A.Y. DETROIT

BY: *Chad Audi*
Print: Dr. Chad Audi
ITS: Director / Treasurer

WITNESSES:

1. *Martene Fleming*
Print: Martene Fleming
2. *Nikita Bland*
Print: Nikita Bland

LESSOR:
CITY OF DETROIT
RECREATION DEPARTMENT

BY: *Alicia C. Bradford*
Print: Alicia C. Bradford
ITS: Director

THIS LEASE WAS APPROVED BY
THE CITY COUNCIL ON **NRC APPROVAL**

MAY 26 2015 JUN 22 2015

APPROVED BY THE LAW DEPARTMENT
PURSUANT TO §7.5-206 OF THE
CHARTER OF THE CITY OF DETROIT

Boyce Jackson 7/1/2015
PURCHASING DIRECTOR date

[Signature] 5/1/15
CORPORATION COUNSEL date

THIS LEASE IS NOT VALID OR AUTHORIZED UNTIL APPROVED BY RESOLUTION
OF THE CITY COUNCIL AND SIGNED BY THE PURCHASING DIRECTOR.

CORPORATE ACKNOWLEDGMENT

STATE OF MICHIGAN)
)SS.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on this 27 day of April 2015, by Dr. Chad Audi, a Director of S.A.Y. Detroit, a Michigan non-profit corporation, on behalf of the Lessee.

BRUCE CALDERWOOD
NOTARY PUBLIC, MICHIGAN
OAKLAND COUNTY
MY COMMISSION EXPIRES AUG 20, 2020

Bruce Calderwood

Notary Public, Wayne County, MI

My commission expires: 08/20/20

CITY ACKNOWLEDGMENT

STATE OF MICHIGAN)
)SS.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on this 29th day of April 2015, by Alicia C. Bradford, the Director, of the City of Detroit, Michigan, a municipal corporation, on behalf of the Lessor.

Jesceia Anderson

Notary Public, Wayne County, MI

My commission expires: 3-3-2019

JESCEIA ANDERSON
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Mar 3, 2019
ACTING IN COUNTY OF Wayne

RESOLUTION OF CORPORATE AUTHORITY

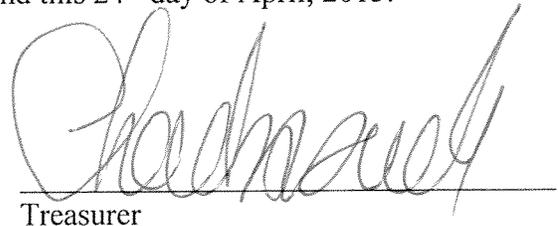
I, Chad Audi, Treasurer of the S.A.Y. Detroit, a non-profit corporation (the "Lessee") **DO HEREBY CERTIFY** that the following is a true and correct excerpt from the minutes of the meeting of the Board of Directors duly called and held on April 24, 2015, and that the same is now in full force and effect:

"RESOLVED, the Treasurer is authorized to execute and deliver, in the name and on behalf of the Lessee and under its corporate seal or otherwise, any agreement or other instrument or document in connection with any matter or transaction that shall have been duly approved; the execution and delivery of any agreement, document, or other instrument by any of such officers to be conclusive evidence of such approval."

FURTHER, I CERTIFY that the aforementioned officer of the Lessee is authorized to execute and commit the Lessee to the conditions, obligations, stipulations and undertakings contained in the Lease and that all necessary corporate approvals have been obtained in relationship thereto.

IN WITNESS THEREOF, I have set my hand this 24th day of April, 2015.

CORPORATE SEAL
(if any)



Treasurer

EXHIBIT A

Description of the Leased Premises

Lipke Recreation Center ("Center") is a 33,506 square foot single story recreation center located at 19320 Van Dyke Avenue, Detroit, MI 48234 and secondary playfield with the boundaries drawn in the map below.



Purchasing Division
Contracts and Purchase Orders Received, Considered at Regular Session
of May 26, 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 May 26, 2015 and **APPROVED***

Reported by the Internal Operations Committee: - continued

- 87227 Derrick Headd (Legisl. Policy Div.) – 7-1-15 thru 6-30-16 \$90,652 CITY COUNCIL
Submitted in the List of May 26, 2015; Placed on Consent Agenda; Approved with ***WAIVER***.
- 87228 Anne Marie Langan (Legisl. Policy Div.) – 7-1-15 thru 6-30-16 \$116,956.80 CITY COUNCIL
Submitted in the List of May 26, 2015; Placed on Consent Agenda; Approved with ***WAIVER***.
- 87229 Analine M. Powers (Legisl. Policy Div.) – 7-1-15 thru 6-30-16 \$44,540 CITY COUNCIL
Submitted in the List of May 26, 2015; Placed on Consent Agenda; Approved with ***WAIVER***.
- 87230 Sabrina Shockley (Legisl. Policy Div.) – 7-1-15 thru 6-30-16 \$62,880 CITY COUNCIL
Submitted in the List of May 26, 2015; Placed on Consent Agenda; Approved with ***WAIVER***.
- 87232 Theresa Thomas (Legisl. Policy Div.) – 7-1-15 thru 6-30-16 \$52,400 CITY COUNCIL
Submitted in the List of May 26, 2015; Placed on Consent Agenda; Approved with ***WAIVER***.
- 87233 David Teeter (Legisl. Policy Div.) – 7-1-15 thru 6-30-16 \$102,347.68 CITY COUNCIL
Submitted in the List of May 26, 2015; Placed on Consent Agenda; Approved with ***WAIVER***.
- 87236 David Whitaker (Legisl. Policy Div.) – 7-1-15 thru 6-30-16 \$111,108.96 CITY COUNCIL
Submitted in the List of May 26, 2015; Placed on Consent Agenda; Approved with ***WAIVER***.

*The following contracts and purchase orders were reported to the City Council by the indicated Standing Committee, at the Regular Session of May 26, 2015 and **APPROVED***

Reported by the Neighborhood and Community Services Committee:

- 2908016 S.A.Y. Detroit (Lipke Rec. Cntr) \$225,000 (QOL) RECREATION
Submitted in the List and Referred May 12, 2015.

Purchasing Division
Contracts and Purchase Orders Received, Considered at Regular Session
of May 26, 2015

Page 4

*The following contracts and purchase orders were reported to the City Council by the indicated Standing Committee, at the Regular Session of May 26, 2015 and **APPROVED***

Reported by the Planning and Economic Development Committee:

No Contracts Reported

Reported by the Public Health and Safety Committee:

2906674 The Keyes-Davis Co. \$71,062.50 BUILD.SAFE.ENGIN.&ENVIRON.
(5-18-15 thru 4-30-17) Submitted in the List and Referred May 12, 2015.

86851 Daniel Woitulewicz (Admin.Finan.Consulting) \$88,000 PUBLIC LIGHTING
(7-1-15 THRU 6-30-16) Submitted in the List and Referred May 12, 2015.

2907938 Wright Tool \$36,092.70 PUBLIC WORKS
Submitted in the List and Referred May 12, 2015; Approved with ***WAIVER***.

*The following contract was reported to the City Council by the indicated Standing Committee, at the Regular Session of May 26, 2015 and the vote was to **POSTPONE 1 WEEK**.*

Reported by the Internal Operations Committee:

87094 Shawn Blanchard (Direc.YouthServices) \$90,384 MAYOR'S OFFICE
Submitted in the List and Referred May 12, 2015.

Detroit City Council
Legislative Policy Division

TO: Purchasing Division Staff
FROM: David Teeter
DATE: May 26, 2015

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

There were no contracts, approved at the May 19, 2015 Session, requested to be Reconsidered.

*The following contracts and purchase orders were reported to the City Council by the indicated Standing Committee, at the Regular Session of May 26, 2015 and **APPROVED***

Reported by the Budget, Finance and Audit Committee:

| | | | |
|-----------------|--------------------------------|---|-----------------|
| 2763564,Amend.4 | KPMG | + \$281,000 to \$1,643,386 (for DOT) | AUDITOR GENERAL |
| | | Submitted in the List and Referred on May 19, 2015. | |
| 2908263 | Accuform Printing and Graphics | \$37,962 | FINANCE |
| | | Submitted in the List and Referred on May 19, 2015. | |

Reported by the Internal Operations Committee:

| | | | |
|------------------------|--|---|-----------------|
| 2875198,Purch.Increase | Bell Equipment | + \$100,000 to \$685,000 | GENERAL SERVICE |
| | | Submitted in the List and Referred on May 19, 2015. | |
| 87145 | Adriane Davis (Digital & Social Media Coord.) | \$9,976.96 | MEDIA SERV. |
| | (4-13-15 to 6-30-15) | Submitted in the List and Referred on May 19, 2015. | |
| 2907984,Correction | Govt. Jobs, Inc. d/b/a NeoGov | \$58,000 | HUMAN RESOURCE |
| | | Submitted in List and Referred on April 28, 2015; Approved on May 5, 2015 as No. 2901159; | |
| | | Submitted with new Contract No. and Referred on May 19, 2015. | |
| 87164 | Mary Brazelton (Cushingberry-Bd.of Review) 7-1-15 thru 6-30-16 | \$35,100 | CITY COUNCIL |
| | | Submitted in the List of May 26, 2015; Placed on Consent Agenda; Approved with <i>WAIVER</i> . | |
| 87177 | Norma Huizar (Castaneda-Lopez) – 7-1-15 thru 6-30-16 | \$57,640 | CITY COUNCIL |
| | | Submitted in the List of May 26, 2015; Placed on Consent Agenda; Approved with <i>WAIVER</i> . | |
| 87178 | Claudia Meeks (Castaneda-Lopez) – 7-1-15 thru 6-30-16 | \$36,197.92 | CITY COUNCIL |
| | | Submitted in the List of May 26, 2015; Placed on Consent Agenda; Approved with <i>WAIVER</i> . | |
| 87179 | J. Paul Krystyniak (Castaneda-Lopez) – 7-1-15 thru 6-30-16 | \$46,489.28 | CITY COUNCIL |
| | | Submitted in the List of May 26, 2015; Placed on Consent Agenda; Approved with <i>WAIVER</i> . | |

Purchasing Division
Contracts and Purchase Orders Received, Considered at Regular Session
of May 26, 2015

Page 2

*The following contracts and purchase orders were reported to the City Council by the indicated Standing Committee, at the Regular Session of May 26, 2015 and **APPROVED***

Reported by the Internal Operations Committee: - *continued*

- 87181 Georgina Garcia-Pfeuffer (Castaneda-Lopez) – 7-1-15 thru 11-2-15 \$13,680 CITY COUNCIL
Submitted in the List of May 26, 2015; Placed on Consent Agenda; Approved with ***WAIVER***.
- 87183 Anne Roth (Castaneda-Lopez) – 7-1-15 thru 6-30-16 \$57,640 CITY COUNCIL
Submitted in the List of May 26, 2015; Placed on Consent Agenda; Approved with ***WAIVER***.
- 87185 Mary L. Turner (Castaneda-Lopez) – 7-1-15 thru 6-30-16 \$19,080 CITY COUNCIL
Submitted in the List of May 26, 2015; Placed on Consent Agenda; Approved with ***WAIVER***.
- 87186 Lana Zaghmout (Castaneda-Lopez) – 7-1-15 thru 6-30-16 \$52,693.44 CITY COUNCIL
Submitted in the List of May 26, 2015; Placed on Consent Agenda; Approved with ***WAIVER***.
- 87193 Paris Blessman (Sheffield) – 7-1-15 thru 6-30-16 \$60,239.04 CITY COUNCIL
Submitted in the List of May 26, 2015; Placed on Consent Agenda; Approved with ***WAIVER***.
- 87198 Brian White (Sheffield) – 7-1-15 thru 6-30-16 \$70,991.52 CITY COUNCIL
Submitted in the List of May 26, 2015; Placed on Consent Agenda; Approved with ***WAIVER***.
- 87199 Maria Muhammad (Sheffield-Bd.of Review) 7-1-15 thru 6-30-16 \$35,100 CITY COUNCIL
Submitted in the List of May 26, 2015; Placed on Consent Agenda; Approved with ***WAIVER***.
- 87218 Lakisha Barclift (Legisl. Policy Div.) – 7-1-15 thru 6-30-16 \$111,108.96 CITY COUNCIL
Submitted in the List of May 26, 2015; Placed on Consent Agenda; Approved with ***WAIVER***.
- 87222 Elizabeth Cabot (Legisl. Policy Div.) – 7-1-15 thru 6-30-16 \$111,108.96 CITY COUNCIL
Submitted in the List of May 26, 2015; Placed on Consent Agenda; Approved with ***WAIVER***.
- 87223 Janese Chapman (Legisl. Policy Div.) – 7-1-15 thru 6-30-16 \$87,130.72 CITY COUNCIL
Submitted in the List of May 26, 2015; Placed on Consent Agenda; Approved with ***WAIVER***.
- 87224 Irvin Corley, Jr. (Legisl. Policy Div.) – 7-1-15 thru 6-30-16 \$146,196 CITY COUNCIL
Submitted in the List of May 26, 2015; Placed on Consent Agenda; Approved with ***WAIVER***.
- 87225 Richard Drumb (Legisl. Policy Div.) – 7-1-15 thru 6-30-16 \$125,760 CITY COUNCIL
Submitted in the List of May 26, 2015; Placed on Consent Agenda; Approved with ***WAIVER***.

Purchasing Division
Contracts and Purchase Orders Received, Considered at Regular Session
of May 26, 2015

Page 5

*The following contracts were **REFERRED** on May 26, 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:

| | | |
|-----------------|--------------------------|----------------------|
| 2908196 | Detroit Diamond Drilling | GENERAL SERVICES |
| 2896016,Amend.1 | Astadia, Inc. | INFORM.TECH.SERVICES |

Referred to Neighborhood and Community Services Committee:

No Contracts Referred

Referred to Planning and Economic Development Committee:

| | | |
|-------|------------------------------------|---------------------------|
| 87098 | Rita Ross (Bd.Member) | BOARD OF ZONING APPEALS |
| 87256 | Lyall T. Hoggatt (Assit. Director) | BOARD OF ZONGING APPREALS |

Referred to Public Health and Safety Committee:

| | | |
|-----------------|------------------------------------|-----------------|
| 2905671,Revenue | Fire Recovery USA | FIRE |
| 2908726 – QOL | Bob Maxey Ford | FIRE |
| 2908864 | Empire Equipment & Supplies | FIRE |
| 2908868 – QOL) | Canfield Equipment | FIRE and POLICE |
| 2905904 | Argus Group / Argus Hazco | POLICE |
| 2905959 | Ft. Wayne Contracting/ Ajax Paving | PUBLIC WORKS |
| 2906717 | Hubbell Roth & Clark | PUBLIC WORKS |

Purchasing Division
Contracts and Purchase Orders Received, Considered at Regular Session
of May 26, 2015

Page 6

The following are contracts that are currently HELD for review, discussion or report to the Standing Committees.

Public Health and Safety Committee:

| | | | |
|---------|---|-----------------|-----------------|
| 87118 | Keith Pendell Hutchings (Sr. Parking Manager) | \$85,575 | MUNICIPAL PARK. |
| | Submitted in the List and Referred May 12, 2015; Request justification for services. | | |
| 2908182 | Bill Snethkamp Lansing Dodge | \$187,960 (QOL) | POLICE |
| | Submitted in the List and Referred May 12, 2015; Reason Up-fit delayed. | | |
| 2902915 | Wolverine Freightliner Eastside | \$1,492,008 | PUBLIC WORKS |
| | Submitted in the List and Referred May 12, 2015; To Law to review Hiring Policy Compliance. | | |

CONTRACT # 2908016

DEPARTMENT RECREATION [] WAIVER
AGENDA DATE: _____

CONTRACT SYNOPSIS

CONTRACTOR NAME: S.A.Y. Detroit, Inc.

ADDRESS: 150 Stimson
Detroit, Michigan 48226

PROJECT: Lease agreement at Lipke Recreation Center

TYPE OF FUNDING AND %: 100% City, General Services Department Quality of Life (QOL) funds

CONTRACT AMOUNT: \$225,000.00

CONTRACT PERIOD: The term of the lease shall commence as of the effective date and shall be for an initial term of ten (10) years, at the end of which time Lessee shall have the option to renew the Lease for four (4) successive five (5) year terms ("Term") in accordance with Section III.

ADVANCE PAYMENT: _____

BRIEF DESCRIPTION: The City of Detroit and S.A.Y. will enter into a long-term agreement to Lease and operate a center at Lipke Recreation Center for Detroit Youths, ages 8 to 18, encouraging a balance between academic accomplishment and a physical fitness, through tutoring and organized sports programming ("the Program"). The Program will include the construction of an indoor practice facility and football field at the west end of the park, and potentially, an ice rink (outdoor or indoor) in the current playground area on the south side of the park.

REASON FOR DELAY: _____

SAM Search Results

List of records matching your search for :

S.A. Y. Detroit

Record Status: Active

DUNS Number: 023845813

Functional Area: Entity Management, Performance Information

No Search Results

Bianca Washington - Your DUNS Lookup Request for S A Y Detroit

From: "Dun & Bradstreet Credibility Corp" <DandB@click.dandb.com>
To: <washingtonb@detroitmi.gov>
Date: 05/07/2015 11:19 AM
Subject: Your DUNS Lookup Request for S A Y Detroit

Having trouble seeing this email? [View it online](#)

 Dun & Bradstreet Credibility Corp.

Bianca Washington,

The following is the DUNS number for **S A Y Detroit**:
DUNS number: **023845813**

If this is **YOUR COMPANY**, take advantage of **CreditBuilder™**, our next generation credit building solution.

With **CreditBuilder** you can:

- Get unlimited access to your business credit file**
- Ensure you are always aware of the most current D&B information your banks, suppliers, competitors and customers are using to evaluate your business**
- Get alerts when there are changes to your business credit file**
- Benchmark your company's credit scores against your industry and key competitors**
- Enhance your D&B credit scores and ratings by adding good payment history to your credit profile**

If you are looking for information on **ANOTHER COMPANY**, consider purchasing a **Business Information Report™**. Reduce the risk of unpaid bills by evaluating the credit risk of another company before doing business with them.

With a **Business Information Report** you can:

- View the company's D&B rating, which shows the net worth of a business and serves as a risk indicator**

- Access a company's PAYDEX[®] score, Credit Limit Recommendation, and payment history**
- Mitigate potential business risks by accessing a company's bankruptcies and liens**

Call **1-800-700-2733**, Monday thru Friday, 8:00 AM to 6:00 PM Local Time OR email us at **CustomerSupport@DandB.com**.

Sincerely,
Customer Support
Dun & Bradstreet Credibility Corp.

Please add DandB@click.dandb.com to your email address book to ensure delivery of our emails to your inbox. This is a notification regarding your product subscription with Dun & Bradstreet Credibility Corp.

Privacy and Unsubscribe Notice:

You may [change your email marketing preferences](#) or [unsubscribe to this email](#). If you have any questions, email us at customersupport@DandB.com. Your privacy is important to us; please see our [privacy policy](#) and [terms of service](#).

©2015 Dun & Bradstreet Credibility Corp. | 22761 Pacific Coast Highway Malibu, California 90265



City Council Contract Agenda Items Review Checklist

Reviewer:

Date Received

Date: 4-29-15 Department Recreation Division: _____

Dept Head/Contact Person: Alicia C. Bradford/Jescelia Anderson Phone No.: 224-1123/224-1159

Description: Lease of Lipke Recreation Center

Contract No.: 2908016 PO Type: _____ Est. Value: \$225,000.00

Contract Term (if applicable):

Funding: City _____ State _____ % Federal _____ % Other: 100 %

(Documentation must be furnished by the Dept. if anything other than City funding)

Recommended Supplier: S.A.Y. Detroit Required Date: Commence as of the effective date.

1. The business being awarded is **NEW** If a renewal, provide justification for renewal: _____

2. Was the product or service competitively bid? Yes No
Attach Copy of Bid Tabulation/Evaluation score sheets as needed
If the answer to #2 is "NO" explain why there was no competition: _____

3. Was a Co-Operative Agreement Considered? Yes No Co-Operative Name: _____
If answer to #3 is "No" explain why a Co-Op was not considered: _____

4. Were savings achieved?
 Yes Amount \$ _____ No

5. Does this agreement represent an increase?
 Variance in unit price only (Current unit price \$0.00 Proposed Unit Price \$0.00)



Change in amount/volume of the good or service to be used. _____.

6. Does the supplier currently provide other goods and services to the City? Yes No
If yes please list: _____

7. Is this good/service used by other departments? Yes No
If "yes" can this Req/PAR be combined other department requirements? Yes No

8. Is this a service that can be performed by City employees? Yes No
Is this a service that City employees can be trained to do? Yes No

NOTES: Buyer:

a. Excluded Parties List / Supplier Award Management Website Reviewed? Yes _____ No _____

PLACE ON EMERGENCY MANAGER AGENDA

PLACE ON CITY COUNCIL AGENDA

REJECT AND NOTIFY DEPARTMENT DIRECTOR:

SIGNED: Jescelia Anderson / Recreation DATE: 4-29-15
(Department)

INFORMATION PROVIDED BY: Jescelia Anderson

TITLE: Head Clerk

PHONE: 313-224-1159

Scott Brinkmann - RE: S.A.Y. Detroit - Lipke lease

From: "Chad Audi" <draudi@drmm.org>
To: "Scott Brinkmann" <SBrinkma@detroitmi.gov>
Date: 4/30/2015 12:33 PM
Subject: RE: S.A.Y. Detroit - Lipke lease
Attachments: insurance new1.pdf

Dear Scott,

Please find attached the required insurance as described by the city.

And please accept this email as information that SAY Detroit do not own automobile vehicles nor does have any employee on its work force.

Thank you

Chad

From: Scott Brinkmann [SBrinkma@detroitmi.gov]
Sent: Wednesday, April 29, 2015 4:29 PM
To: Audi, Chad
Subject: RE: S.A.Y. Detroit - Lipke lease

The insurance needs a few changes. See the attached.

- Insured should be S.A.Y. Detroit
- City of Detroit should be additional insured
- Certificate Holder should be City of Detroit - Recreation Department

Please have the policy updates made and a revised certificate emailed at your earliest convenience.

- Scott

>>> "Chad Audi" <draudi@drmm.org> 4/29/2015 4:06 PM >>>

Thank you for your patience

CHad

From: Scott Brinkmann [mailto:SBrinkma@detroitmi.gov]
Sent: Wednesday, April 29, 2015 2:12 PM

REVISED 7-12-2012

COVENANT OF EQUAL OPPORTUNITY

(Application for Clearance – Terms Enforced After Contract is Awarded)

I, being a duly authorized representative of S.A.Y Detroit, (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 Lipke Rec. Center

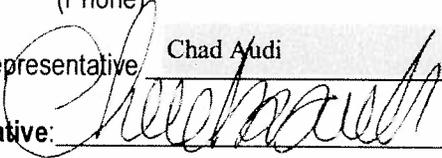
Duration of Covenant start of lease to end of lease

Printed Name of Contractor/Organization S.A.Y Detroit

Contractor Address 150 Stinson, Suite 102 (Type or Print Legibly)
Detroit (City), MI (State), 48201 (Zip)

Contractor Phone/E-mail 313.993.4700 (Phone), draudi@drmm.org (E-mail)

Printed Name & Title of Authorized Representative Chad Audi

Signature of Authorized Representative: 

Date: 4/27/2015

Signature of Notary:  ***** This document MUST be notarized *****

Printed Name of Seal of Notary: Bruce Calderwood
BRUCE CALDERWOOD
NOTARY PUBLIC, MICHIGAN
OAKLAND COUNTY
MY COMMISSION EXPIRES AUG 20, 2020

My Commission Expires: 08 1 20 1 20

FOR CONTRACTING DEPARTMENT USE ONLY:
Date Rec'd: 4/29/15 Received by: Jordie Anderson Title: Head Clerk

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

APR 28 2016



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 S.A.Y. Detroit
Address 150 Stimson St., Suite 102

City Detroit

State MI

Zip Code 48201

Telephone 313-993-4700

Fax # 313-831-2299

E-mail Address draudi@drmm.org

B. Name of Chief Financial Officer/Authorized Contact Person
(include address if different from above)

Chad Audi

Telephone # 313-993-4700

Fax # 313-831-2299

Employer Identification or Social Security Number
20-4786626

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 [Signature]

Date APR 30 2015

Expires APR 30 2016

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

CITY OF DETROIT
ACCOUNTS RECEIVABLE CLEARANCE APPLICATION
2 WOODWARD AVENUE, SUITE 105, COLEMAN A YOUNG MUNICIPAL CENTER
REVENUE COLLECTIONS UNIT (313) 224-4087 / FAX: 224-4238 / RevenueCollections@DetroitMi.gov

SECTION A: BUSINESS LICENSE BUDGET CITY COUNCIL DDOT DPW FINANCE FIRE HEALTH
 HUMAN RIGHTS **LAW** MAYOR OMBUDSMAN PLANNING & DEVELOPMENT POLICE PURCHASING
 RECREATION WATER & SEWAGE OTHER _____

ADDRESS OF DEPARTMENT 2 Woodward Avenue, Suite 500
DATE SENT 04/27/2015 CONTACT PERSON Scott Brinkmann
PHONE NUMBER (313) 237-3006 FAX NUMBER _____ EMAIL sbrinkma@detroitmi.gov
CONTRACT AMOUNT \$ N/A

SECTION B: CORPORATION LICENSE TYPE _____
CORPORATION NAME S.A.Y. Detroit
ADDRESS 150 Stimson St., Suite 102 CITY/STATE/ZIP Detroit, MI 48201 OWN LEASE
CITY PERSONAL PROPERTY NUMBER 02990730.01 FID / EIN NUMBER 20-4786626
OTHER CITY-OWNED PROPERTY PARCELS _____
CONTACT PERSON Chad Audi PHONE NUMBER 313-993-4700 EMAIL ADDRESS draudi@drmm.org

SECTION C: PARTNERSHIP LICENSE TYPE _____
BUSINESS NAME _____
BUSINESS ADDRESS _____ CITY/STATE/ZIP _____ OWN LEASE
CITY PERSONAL PROPERTY NUMBER _____ FID / EIN NUMBER _____
A: PARTNER'S NAME _____ PHONE NUMBER _____
HOME ADDRESS _____ CITY/STATE/ZIP _____ OWN LEASE
DRIVER'S LICENSE # _____ OTHER CITY-OWNED PROPERTY PARCELS _____
B. PARTNER'S NAME _____ PHONE NUMBER _____
HOME ADDRESS _____ CITY/STATE/ZIP _____ OWN LEASE
DRIVER'S LICENSE # _____ OTHER CITY-OWNED PROPERTY PARCELS _____
CONTACT PERSON _____ PHONE NUMBER _____ EMAIL ADDRESS _____

SECTION D: SOLE PROPRIETORSHIP LICENSE TYPE _____
BUSINESS NAME _____
BUSINESS ADDRESS _____ CITY/STATE/ZIP _____ OWN LEASE
CITY PERSONAL PROPERTY NUMBER _____ FID / EIN NUMBER _____
OWNER'S NAME _____ DRIVER'S LICENSE # _____ PHONE NUMBER _____
HOME ADDRESS _____ CITY/STATE/ZIP _____ OWN LEASE
OTHER CITY-OWNED PROPERTY PARCELS _____
EMAIL ADDRESS _____

SECTION E: PERSONAL SERVICES
NAME _____ ADDRESS _____ OWN LEASE
CITY/STATE/ZIP _____
PHONE NUMBER _____ DRIVER LICENSE # _____
OTHER PROPERTY ADDRESSES OWNED IN WITHIN DETROIT _____
SOCIAL SECURITY NUMBER _____ EMAIL ADDRESS _____

**REVENUE COLLECTIONS
APPROVED
CONTRACT CLEARANCES**

FOR TREASURY COLLECTION USE ONLY

APPROVED DENIED DENIED WITH ATTACHMENTS
Annette Smith DATE APR 29 2015 CLEARANCE VALID UNTIL AUG 31 2015
SIGNATURE DATE CLEARANCE VALID UNTIL

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 S.A.y Detroit
Street address 150 Shimson St Suite 102
City Detroit State MI Zip code 48201
Telephone 313 993 4700 Fax 313-831-2299 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 Chad Audi Title Treasurer
Telephone 313-993-4700 Fax 313-831-2299 Email draudio@DRMM.ORG

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 Lease of Lipke Recreation Center

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 _____

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 S. A. y Detroit

Street Address 190 shimsen st. Suite 102

City Detroit State Mo Zip code 48201

Telephone 313. 993. 4700 Relationship _____

Description of real or personal property Lipke center

Nature of interest lease of Lipke Recreation Center

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 S. A. y Detroit

Street Address 150 shimsan st. Suite 102

City Detroit State MI Zip code 48201

Contract or matter in which the person or entity named has an interest
Chad Audi

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 Lease of Lipse center

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: Chad Audi

Sworn and subscribed to before me on April 27, 2015
[by Chad Audi, the treasurer
[name] [title]

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

Sign: [Signature]

Print: Bruce Calderwood

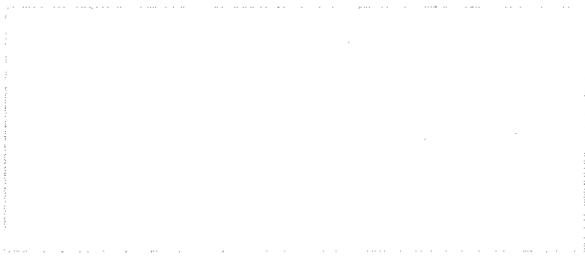
Notary Public, Oakland County, Michigan,

Acting in Wayne County

My Commission Expires: 8/20/20

BRUCE CALDERWOOD
NOTARY PUBLIC, MICHIGAN
OAKLAND COUNTY
MY COMMISSION EXPIRES AUG 20, 2020

Notary Seal (if desired)



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 |
| NONE | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

REFERENCES FOR DISCLOSURES BY CONTRACTORS AND VENDORS

2012 Detroit City Charter

Sec. 2-105. - Definitions and Rules of Construction.

A. As used in this Charter:

* * *

20. *Immediate family member* means a Public Servant's spouse, domestic partner, individual who lives in the Public Servant's household or an individual claimed by a Public Servant or a Public Servant's spouse as a dependent under the United States Internal Revenue Code at 26 USC 1, *et seq.*

* * *

Sec. 2-106.2. - Disclosures.

1. Except as otherwise provided by applicable law, a Public Servant who exercises significant authority shall disclose:
 - a. Any financial interest, direct or indirect, that he or she or an immediate family member has in any contract or matter pending before City Council.
 - b. Any financial interest, direct or indirect, that he or she or an immediate family member has in any contract or matter pending before or within any office, department or agency of the City.
 - c. Any interest that he or she, or an immediate family member has in real and personal property that is subject to a decision by the City regarding purchase, sale, lease, zoning, improvement, special designation tax assessment or abatement or a development agreement.
 - d. Campaign contributions and expenditures, in accordance with applicable laws.
 - e. The identity of any immediate family member employed by the City or who is making application to the City.
2. In addition to compliance with subsection (1) above, contractors and vendors shall disclose:
 - a. The identity of all entities and persons with any financial interest, direct or indirect, in any contract or matter the vendor or contractor has pending before City Council.
 - b. The identity of all entities and persons with any financial interest, direct or indirect, in any contract or matter the vendor or contractor has pending before or within any office, department, or agency of the City.
3. The above disclosures shall be made in writing and be made by sworn, notarized affidavit, in accordance with City ordinance and applicable laws.

Sec. 4-122. - Approval of Contracts and Disclosure.

The City may not purchase or in any way procure property or the services of independent contractors without approval by resolution of the City Council except as provided by ordinance. Within one hundred eighty (180) days of the effective date of this Charter, the City Clerk shall post on the City's website a list of all contracts that have been approved by City Council and which are then in effect. The list shall be updated upon the initial approval, amendment or renewal of a contract, as provided herein. The list shall contain: (1) the name of the

contractor; (2) a brief description of the goods and/or services being provided; (3) the total dollar amount of the contract; (4) the amount and date of all amendments that result in a change in the contract amount, including change orders; and (5) the purchase order number.

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.

The contract shall reflect that filing the Statement of Political Contributions and Expenditures shall be a yearly obligation of the contractor for the duration of the contract and shall be filed with all contract renewals and change orders. Each submitted Statement of Political Contributions and Expenditures shall be current up to and including the date of its filing.

The contractual agreement shall also state that the contract is not valid unless and until the Statement of Political Contributions and Expenditures is provided, which shall be attached as an exhibit to the contract and referenced as such in the contract. City Council is prohibited from approving any contract subject to this requirement, or change order related to such contract, unless it is accompanied by the Statement of Political Contributions and Expenditures from the contractor.

1984 Detroit City Code

Sec. 2-6-3 – Definitions.

* * *

Immediate family member means:

- (1) A public servant’s spouse; or
- (2) A public servant's domestic partner; or
- (3) An individual claimed by a public servant or a public servant’s spouse as a dependent under the United States Internal Revenue Code, being 26 USC 1 et seq.; or
- (4) An individual who lives in the household of a public servant.

* * *

Sec. 2-6-34. - Disclosure of interests by contractors and vendors.

(a) Except as otherwise provided for by applicable law, all contractors and vendors doing business with the City of Detroit shall disclosure *[sic]* the following:

- (1) Any financial interest, direct or indirect, that he or she or an immediate family member has in any contract or matter pending before city council;
- (2) Any financial interest, direct or indirect, that he or she or an immediate family member has in any contract or matter pending before or within any office, department or agency of the city; and
- (3) Any interest that he or she, or an immediate family member has in real or personal property that is subject to a decision by the city regarding purchase, sale, lease, zoning, improvement, special designation tax assessment or abatement or a development agreement.

- (4) Campaign contributions and expenditures in accordance with applicable law;
- (5) The identity of any immediate family member employed by the city or who is making application to the city.
- (6) The identity of all entities and persons with any financial interest, direct or indirect, in any contract or matter the contractor or vendor has pending before city council; and
- (7) The identity of all entities and persons with any financial interest, direct or indirect, in an *[sic]* contract or matter the contractor or vendor has pending before or within any office, department, or agency of the city.

(b) All disclosures that are required under subsection (a) of this section shall be made, in writing, on a form that is created by the law department and sworn to in the presence of a notary public. After completion, the form shall be filed with the board of ethics, which shall forward a complete copy of the form to the applicable department director or agency head.

Excerpts from Michigan Campaign Finance Act, 1976 PA 388, MCL 169.201 *et seq.*

169.204 “Contribution” defined.

Sec. 4. (1) “Contribution” means a payment, gift, subscription, assessment, expenditure, contract, payment for services, dues, advance, forbearance, loan, or donation of money or anything of ascertainable monetary value, or a transfer of anything of ascertainable monetary value to a person, made for the purpose of influencing the nomination or election of a candidate, for the qualification, passage, or defeat of a ballot question, or for the qualification of a new political party.

(2) Contribution includes the full purchase price of tickets or payment of an attendance fee for events such as dinners, luncheons, rallies, testimonials, and other fund-raising events; an individual’s own money or property other than the individual’s homestead used on behalf of that individual’s candidacy; the granting of discounts or rebates not available to the general public; or the granting of discounts or rebates by broadcast media and newspapers not extended on an equal basis to all candidates for the same office; and the endorsing or guaranteeing of a loan for the amount the endorser or guarantor is liable. Except for the purposes of section 57, contribution does not include a contribution to a federal candidate or a federal committee.

(3) Contribution does not include any of the following:

(a) Volunteer personal services provided without compensation, or payments of costs incurred of less than \$500.00 in a calendar year by an individual for personal travel expenses if the costs are voluntarily incurred without any understanding or agreement that the costs shall be, directly or indirectly, repaid.

(b) Food and beverages, not to exceed \$1,000.00 in value during a calendar year, that are donated by an individual and for which reimbursement is not given.

(c) An offer or tender of a contribution if expressly and unconditionally rejected, returned, or refunded in whole or in part within 30 business days after receipt.

169.206 “Expenditure” defined.

Sec. 6. (1) “Expenditure” means a payment, donation, loan, or promise of payment of money or anything of ascertainable monetary value for goods, materials, services, or facilities in assistance of, or in opposition to, the nomination or election of a candidate, the qualification, passage, or defeat of a ballot question, or the qualification of a new political party. Expenditure includes, but is not limited to, any of the following:

(a) A contribution or a transfer of anything of ascertainable monetary value for purposes of influencing the nomination or election of a candidate, the qualification, passage, or defeat of a ballot question, or the qualification of a new political party.

(b) Except as provided in subsection (2)(f) or (g), an expenditure for voter registration or get-out-the-vote activities made by a person who sponsors or finances the activity or who is identified by name with the activity.

(c) Except as provided in subsection (2)(f) or (g), an expenditure made for poll watchers, challengers, distribution of election day literature, canvassing of voters to get out the vote, or transporting voters to the polls.

(d) Except as provided in subsection (2)(c), the cost of establishing and administering a payroll deduction plan to collect and deliver a contribution to a committee.

(2) Expenditure does not include any of the following:

(a) An expenditure for communication by a person with the person's paid members or shareholders and those individuals who can be solicited for contributions to a separate segregated fund under section 55.

(b) An expenditure for communication on a subject or issue if the communication does not support or oppose a ballot question or candidate by name or clear inference.

(c) An expenditure for the establishment, administration, or solicitation of contributions to a separate segregated fund if that expenditure was made by the person who established the separate segregated fund as authorized under section 55.

(d) An expenditure by a broadcasting station, newspaper, magazine, or other periodical or publication for a news story, commentary, or editorial in support of or opposition to a candidate for elective office or a ballot question in the regular course of publication or broadcasting.

(e) An offer or tender of an expenditure if expressly and unconditionally rejected or returned.

(f) An expenditure for nonpartisan voter registration or nonpartisan get-out-the-vote activities made by an organization that is exempt from federal income tax under section 501(c)(3) of the internal revenue code of 1986, 26 USC 501, or any successor statute.

(g) An expenditure for nonpartisan voter registration or nonpartisan get-out-the-vote activities performed under chapter XXIII of the Michigan election law, 1954 PA 116, MCL 168.491 to 168.524, by the secretary of state and other registration officials who are identified by name with the activity.

(h) An expenditure by a state central committee of a political party or a person controlled by a state central committee of a political party for the construction, purchase, or renovation of 1 or more office facilities in Ingham county if the facility is not constructed, purchased, or renovated for the purpose of influencing the election of a candidate in a particular election. Items excluded from the definition of expenditure under this subdivision include expenditures approved in federal election commission advisory opinions 1993-9, 2001-1, and 2001-12 as allowable expenditures under the federal election campaign act of 1971, Public Law 92-225, 2 USC 431 to 457, and regulations promulgated under that act, regardless of whether those advisory opinions have been superseded.

(i) Except only for the purposes of section 57, an expenditure to or for a federal candidate or a federal committee.

(j) Except only for the purposes of section 47, an expenditure for a communication if the communication does not in express terms advocate the election or defeat of a clearly identified candidate so as to restrict the application of this act to communications containing express words of advocacy of election or defeat, such as "vote for", "elect", "support", "cast your ballot for", "Smith for governor", "vote against", "defeat", or "reject".