

EXHIBIT A

DEVELOPER'S COMMITMENTS

(Fisher Body Plant 21)

DEVELOPER hereby agrees to the following with respect to the Project:

1. MITIGATION OF PROJECT CONSTRUCTION

A. Impact – Hours of Construction

- i. DEVELOPER confirms that most construction activities will occur between 7a and 6p Monday through Friday. To ensure timely completion, construction activities may be required beyond 6p Monday through Friday, and on Saturdays and Sundays during different phases of the Project. DEVELOPER agrees to provide impacted residents 48-hour notice via the communication sources identified in section (1) (c) (i) of this Agreement for any construction work on Sundays, provided that such notice is not required for action to address unforeseen emergency work (e.g., a burst pipe).

B. Impact – Environmental Impact

- i. DEVELOPER will maintain all insurance consistent with standard construction practices.
- ii. DEVELOPER will comply with all federal, state and local laws including requiring that all contractors, subcontractors, suppliers and professionals carry all appropriate general and/or professional liability insurance for any activities related to the Project.
- iii. DEVELOPER will share all environmental reports and the results of associated monitoring with the Neighborhood Advisory Council (“NAC”) and posted via applicable communication sources as identified in section (1) (c) (i) of this Agreement.
- iv. DEVELOPER will ensure that testing of on-site workers exposed to hazardous materials will be conducted during construction in accordance with the State of Michigan Department of Environment, Great Lakes and Energy (“EGLE”).
- v. DEVELOPER will cease all work related to or environmentally impacted by the demolition or rehabilitation of the Project upon the self-discovery and/or notification by regulatory agencies of any violations of environmental issues during work on the Project structure and property. All work related to or impacted by environmental issues on the project will cease until such time as the noted issue of concern is identified and corrected consistent with the appropriate agency.
- vi. DEVELOPER will create and implement a fugitive dust plan – including but not limited to: dust suppression and particulate matter monitoring - during removal and

abatement of hazardous material. DEVELOPER will create the plan in accordance with existing laws and regulations and share the fugitive dust plan with the NAC and community.

- vii. DEVELOPER will identify all hazardous materials at the site and ensure that the removal, transportation and disposal of all hazardous materials from the site will be done by qualified environmental professionals in accordance with all applicable laws. Vehicles transporting hazardous materials off-site will be secured and covered to prevent the release of dust or debris into surrounding neighborhoods.
- viii. DEVELOPER and all contractors, subcontractors, suppliers and professionals will utilize CITY approved designated routes and will avoid the transportation of hazardous materials on residential streets.
- ix. Upon request, DEVELOPER will publicize its rodent control plan and will employ adequate rodent control measures during construction and post construction. This includes but is not limited to the monitoring and remediation of any infestations.

C. Impact – Communication

- i. DEVELOPER will establish communication sources to inform residents about construction progress, roadway closures, environmental issues, leasing and business opportunities related to Fisher 21 Lofts. Communication sources will include but are not limited to:
 - a. An email listserv
 - b. Developer’s project website
 - c. Neighborhood information station
 - d. Placards posted at the project site
- ii. DEVELOPER will provide regular updates to the community about construction progress, project updates, leasing and business opportunities for Fisher 21 Lofts via the communication sources. DEVELOPER will communicate the aforementioned opportunities directly with management agents for
 - a. Genesis Villas
 - b. Piquette Square
 - c. Palmer Court
 - d. Other Impact Area apartment communities
- iii. DEVELOPER will provide 48-hour advance notice to community of any impacts or changes in local road accessibility or bus schedules and routes as a result of construction or post-construction activities.
 - a. Such notice will be given to via the communication sources identified in section (1) (c) (i) and to the apartment management agents identified in section (1) (c) (ii) of this Agreement.

D. Impact – Transportation

- i. DEVELOPER will request an increase in DDOT bus services (additional routes and/or frequency of service) to accommodate the increased number of residents in the neighborhood upon completion of Fisher 21 Lofts.
- ii. DEVELOPER will not seek closure of Harper Avenue or Beaubien Avenue during the construction and post construction phase of the Project. However, DEVELOPER may need to seek closure of streets adjacent to the project to facilitate work and will be consistent with permissions granted by CITY.

2. WORKFORCE AND LOCAL HIRING

A. Impact – Living Wage

- i. DEVELOPER will pay a minimum of \$17 per hour for all direct employees on the Project. Developer will encourage the same for contractors, subcontractors and tenants.

B. Impact – Training for Security and Contractors

- i. DEVELOPER will ensure any security employees or contractors employed by DEVELOPER during the pre-construction, construction or post-construction phases receive racial, disability and neurodivergence sensitivity training.

C. Impact – Training for Local Developers

- i. DEVELOPER will regularly participate in and offer workshops and training for small developers.
- ii. DEVELOPER will inform the NAC of future opportunities to recommend participants for said workshops and training.

D. Impact – Internship and Apprenticeship Opportunities

- i. DEVELOPER will work with Detroit at Work and the Detroit Public Schools Community District (DPSCD) to identify mentorship and apprenticeship opportunities on the project site for DPSCD vocational tech students. DEVELOPER will help distribute information about these opportunities to organizations in the Impact Area.

3. DESIGN AND SUSTAINABILITY

A. Impact – Sustainability and Environmental Features

- i. DEVELOPER will continue to investigate the viability of all methods needed to reduce the building's carbon footprint.
- ii. DEVELOPER will use high efficiency lighting, Energy Star-certified appliances and low water utilization plumbing in all residential units.
- iii. DEVELOPER will evaluate the feasibility of installing electric vehicles ("EV") charging stations in its public parking lots.
- iv. DEVELOPER will incorporate the use of live trees and vegetation in installations adjacent to streets.

B. Impact – Preservation of Existing Graffiti

- i. DEVELOPER has scanned all surfaces including existing graffiti and will develop a plan to use appropriate graffiti as art displays within the building where it is aesthetically feasible.

C. Impact – Accessibility

- i. DEVELOPER will ensure that ADA accessible units are available on all floors of the Fisher 21 Lofts. Additionally, DEVELOPER will design ingress, egress and public spaces to be ADA accessible.
- ii. DEVELOPER will ensure that all spaces open to the public, such as commercial spaces will provide public restrooms and facilities as required by the Michigan Building Code.

D. Impact – Public Space and Amenities

- i. DEVELOPER affirms its intention to make community use of commercial and public outdoor space a top priority in programming decisions. When publicly accessible commercial or outdoor space is activated, DEVELOPER will notify the NAC in writing.
- ii. DEVELOPER confirms that the use of the pool will be reserved exclusively for residents of the property and their guests. DEVELOPER will study the feasibility of offering programming at the pool, e.g., water aerobics to residents of Fisher 21 Lofts.
- iii. Up to two times annually, DEVELOPER will make space for no more than 75 people within Fisher 21 Lofts for community meetings. The space will be available upon request and DEVELOPER will provide contact information and parameters for community use of space via communication sources defined in section (1)(c)(i) of this Agreement.

- iv. DEVELOPER commits to keep the interior common areas of the building smoke free in accordance with Public Act 368 of 1978.

4. HOUSING

A. Impact – Affordable Housing

- i. DEVELOPER will make three (3) two-bedroom residential units available for the 15-year anticipated life of the tax abatement to renters with incomes of fifty percent (50%) of Area Median Income (“AMI”); provided the DEVELOPER may reduce the total number of affordable units to equalize the financial impact of these more deeply affordable units as compared to the originally proposed twenty percent (20%) of units set aside for renters with an income of eighty percent (80%) AMI. It is anticipated this will reduce the total number of affordable units from 87 to 63 reducing the total number of affordable units below the twenty percent (20%) threshold as required per City of Detroit Inclusionary Housing Ordinance.
- ii. DEVELOPER will seek a waiver from City Council to gain approval for this affordable housing commitment per the City of Detroit Inclusionary Housing Ordinance.
- iii. Prior to the end of the affordability period as indicated in the Project’s affordability agreement, DEVELOPER or property owner shall consult with the City of Detroit’s Housing and Revitalization Department (“HRD”) to explore options and feasibility to preserve those affordable units beyond the initial affordability period.
- iv. DEVELOPER will create and implement a plan to market affordable units to residents in the Impact Area and will share the plan with the NAC in writing.

5. COMMUNITY SUPPORT AND INVESTMENTS

A. Impact – Investment in Community Improvement Initiatives

- i. DEVELOPER will contribute a total of \$500,000 to be paid upon approval of the Provision by Detroit City Council to a Fisher Body CBO Community Fund (the “Fund”). The Fund will be paid in the following installments:
 - a. Initial payment of \$200,000 upon closing.
 - b. Annual amounts of \$20,000 as adjusted for inflation not to exceed five percent (5%) as determined by the consumer price index for the fifteen (15) year anticipated life of the tax abatement.
- ii. Within six (6) months from closing, the CITY and DEVELOPER in consultation with the NAC will start the process to operationalize the Fund – with a goal for the Fund to be active within twelve (12) months of closing.
- iii. The NAC will determine how to direct program dollars in the Fund by a majority vote.
- iv. Eligible uses of the Fund may include but are not limited to the in-kind donation or discounting by the developer of commercial space at Fisher Lofts 21 for local entrepreneurs.

B. Impact – Food Security

- i. DEVELOPER will evaluate the need and feasibility for creating a community farmers market located in the public outdoor space on the property.
- ii. In the event the DEVELOPER contracts with an organization to manage a farmers market on the property, DEVELOPER will request said organization to recruit local fruit and vegetable growers from the Impact Area and North End to participate in the market.

6. ADDITIONAL LIMITATIONS & CONDITIONS

A. Governmental Approvals & Enforcement

Notwithstanding anything to the contrary contained herein, any terms, conditions or obligations of this Provision that pertain to matters that require separate governmental approvals and/or enforcement by a separate governmental entity, board, authority, commission and/or CITY department other than P&DD are expressly subject to, conditioned upon and limited by any such separate governmental approvals and/or enforcement.

B. Compliance with the Law

Notwithstanding anything to the contrary contained herein, if any terms, conditions or obligations of this Provision are found by the CITY to be contrary to or inconsistent

with any federal, state or local laws, codes and/or regulations, any such terms, conditions or obligations shall be considered void and unenforceable for purposes of this Provision. If any terms, conditions or obligations of this Provision are found by the CITY to be void and unenforceable, the remainder of this Provision shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.

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