

United States District Court
Eastern District of Michigan
Southern Division

**American Atheists, Inc. and
Steve Walker,**

Plaintiffs,

No: 06-11696
Hon. Avern Cohn
Magistrate Judge Mona K. Majzoub

v.

City of Detroit, et al.

Defendants.

**DECLARATION OF REV'D FR. STEVEN J. KELLY SSC
RECTOR**

1. I am over the age of eighteen (18) and have personal knowledge of the facts contained herein.
2. I am the Rector of St. John's Episcopal Church in Detroit, Michigan ("Church").
3. The Church is located at 50 E. Fisher Highway, Detroit, Michigan.
4. The Church dedicated its first building in 1859. The main sanctuary of the Church was dedicated in 1861.
5. The Church is designated a Historical Site by the State of Michigan. A sign indicating this designation is posted at the front of the Church building.
6. On or about January 4, 2006, the Church entered into a contract with the City of Detroit Downtown Development Authority ("DDA").
7. The contract provided for the Church's participation in the Lower Woodward Facade Improvement Program to enhance the visual appearance of street

facing building facades and parking lot edges, prevent blight, attract businesses, and complement infrastructure.

8. The contract provides that the DDA will reimburse the Church for fifty per cent of expenditures up to \$180,000 it makes to improve the facade of its property.

9. Pursuant to, and in reliance upon, this contract, the Church spent approximately \$180,000 to improve the exterior of its building and parking lot edges.

10. The Church borrowed the money to make these improvements from a commercial lending institution at a market rate of interest.

11. By about July of 2006, the Church had completed all improvements and submitted to the DDA all of the documents necessary to be reimbursed under the contract.

12. The contract requires that funds for reimbursement be paid by the DDA within thirty (30) days of submission.

13. The DDA has not reimbursed the Church for any funds under the contract as of the date of this declaration.

14. On or about July, 2006, Scott Veldheis called me on behalf of the DDA and said that the DDA would not be able to honor its contract with the Church because of the above-captioned lawsuit, and would revisit reimbursing the Church pursuant to the contract after the lawsuit is resolved.

15. The Church continues to incur the monthly cost of borrowing the money for the improvements while it waits for the DDA to honor its commitments under the contract.

DECLARATION

I declare under penalty of perjury, pursuant to 28 U.S.C. § 1746, that I have read the foregoing and that to the best of my knowledge the facts alleged therein are true and correct.

Executed this 21st day of November, 2006

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Father Steven Kelly