

ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS REGULAR MEETING TUESDAY, OCTOBER 22, 2024 – 9:00 A.M.

BOARD MEMBERS PRESENT: Kwaku Osei (9:13 a.m.)

Damon Hodge (9:19 a.m.)

Chris Jackson Linda Forte Clifford Brown Thomas Stallworth Marsha Bruhn

BOARD MEMBERS ABSENT: Kimberly Clayson

Antoine Bryant (Ex-Officio)
John Naglick (Ex-Officio)

SPECIAL DIRECTORS

PRESENT: None.

SPECIAL DIRECTORS

ABSENT:

Jon Newton (Waterfront East Development)
Frank Taylor (Waterfront East Development)

OTHERS PRESENT: Jennifer Kanalos (DEGC/EDC)

Sierra Spencer (DEGC/EDC)
Glen Long, Jr. (DEGC/EDC)
Rebecca Navin (DEGC/EDC)
Nasri Sobh (DEGC/EDC)
Kelly Shovan (DEGC/EDC)
Kevin Johnson (DEGC/EDC)
Medvis Jackson (DEGC/DEGC)
Madison Schillig (DEGC/EDC)
Sean Gray (DEGC/EDC)

Sidni Smith (DEGC/EDC)
Lanard Ingram (DEGC/EDC)
Ashley Dreyer (DEGC/EDC)
Mariangela Pledl (DEGC/EDC)
Kyle Cascarelli (DEGC/EDC)



MINUTES OF THE ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS REGULAR MEETING DETROIT ECONOMIC GROWTH CORPORATION 500 GRISWOLD, SUITE 2200, DETROIT, MI 48226 TUESDAY, OCTOBER 22, 2024 – 9:00 A.M.

GENERAL

Call to Order

Noting that a quorum was present, Board Chairperson Forte called the regular meeting of the Economic Development Corporation Board of Directors to order at 9:09 a.m.

Ms. Forte asked if there were any objections to moving the first item on the agenda to the end of the agenda considering that six (6) Board members would need to be present to vote on the item. Hearing no objections, the agenda item was moved.

Approval of Minutes

Ms. Forte asked if there were any additions, deletions, or corrections to the minutes of the September 10, 2024, regular Board meeting. Hearing none, Ms. Forte called for a motion.

Mr. Stallworth made a motion to approve the minutes of the September 10, 2024, regular Board meeting, as written. Ms. Bruhn seconded the motion. All were in favor with none opposed. Mr. Hodge and Mr. Osei were not present for the vote.

EDC Resolution Code 24-10-02-386 was unanimously approved.

Receipt of Treasurer's Report

Ms. Shovan reviewed the Treasurer's Report of Receipts and Disbursements for the month of August 2024.

Ms. Forte called for questions.

Mr. Jackson asked if the rent for the building that the DEGC is housed in comes out of the EDC funds. Ms. Shovan responded that the funds come from DEGC funds and not the EDC.

Ms. Shovan reviewed the Treasurer's Report of Receipts and Disbursements for the month of September 2024.

Ms. Forte called for questions.



Mr. Brown asked about restricted funds and how they are classified. Mr. Long responded that most of the EDC funds are restricted because they come from the City of Detroit with funding agreements. Mr. Long continued that the funds are separated into individual accounts depending on the project to protect them from the co-mingling of funds.

Ms. Forte called for further questions. Hearing none, Ms. Forte called for a motion.

Mr. Jackson made a motion to approve the Treasurer's Report of Receipts and Disbursements for the months of August and September 2024, as presented. Mr. Stallworth seconded the motion. Mr. Hodge was not present for the vote.

EDC Resolution Codes 24-10-03-302 and 24-10-03-303 were unanimously approved.

PROJECTS

Approval of Additional Scope of Services to City Contract and Funding Agreement with DEGA

Ms. Navin explained that on May 28, 2024, the EDC Board of Directors approved EDC's annual operating contract with the City of Detroit in the amount of \$800,000 (the "Agreement"), which was entered into effective July 1, 2024. Subsequent to the approval of the Agreement, the City and the Detroit Economic Growth Corporation ("DEGC") agreed to repurpose and reallocate \$100,000 of the annual contract appropriation approved by City Council for DEGC's annual contract to the EDC as additional funding for the Green Grocer Program (GGP).

The additional \$100,000 of funding will be used for the following scope relating to GGP (the "Additional Scope"):

- ➤ EDC shall subgrant to the Detroit Economic Growth Association ("DEGA") an amount equal to \$100, 000 for the continuation of the Green Grocer Program (GGP).
 - GGP will continue existing programing by providing cash grants of up to \$25,000 each for the establishment of and/or the expansion of smaller scale neighborhood grocery stores, with the expectation that 3 additional stores will be operational by December 2025.
 - GGP will also provide technical assistance to existing and burgeoning smaller scale neighborhood grocery stores.
 - The EDC (through the DEGA) will utilize appropriate dedicated personnel to administer GGP.



A resolution approving (i) an amendment to the Agreement for the Additional Scope and budget and (ii) a funding agreement with DEGA relating to the transfer of the funds was attached for the Board's consideration.

Ms. Pledl reviewed the related presentation.

Ms. Forte called for questions.

Ms. Forte stated that the Green Grocer Program (GGP) has done a great job in expanding fresh food opportunities throughout the neighborhoods and feels that the photos shared in the presentation showcase that.

Mr. Jackson asked what could be done to provide further funding to the GGP, noting that existing grocers would like to make improvements and that there are more concepts yet to be funded.

Ms. Navin explained that a few years ago, there was a relaunch of the Community Development Block Grant (CDBG) funded loan program that originally ended in 2015. Ms. Navin further explained that with the program's sunset, sufficient loan proceeds had been received to be recycled for the GGP, and three (3) stores were funded. Ms. Navin stated that two (2) stores had fallen through, and therefore the loan program would be reopened. Ms. Navin explained that with the relaunch of the CDBG loan program, there is a forgivable aspect to the program. Ms. Navin stated it had been many years since the GGP had received philanthropic funding but would continue to attempt to get annual funding through the City budget process and perhaps looking back at philanthropic funding.

Mr. Stallworth stated there may be an opportunity to collaborate with the Michigan Department of Health and Human Services (MDHHS). Mr. Stallworth explained that the Health Authority project funded by MDHHS budgeted five million dollars (\$5,000,000.00) to put vending machines in targeted areas. Mr. Stallworth continued that analyzing the death rates caused by death was largely driven by preexisting conditions, with diet being a contributing factor. Mr. Stallworth concluded he would happily facilitate a conversation to integrate the efforts.

Ms. Forte stated that Mr. Stallworth made a great suggestion and asked staff to follow up.

Ms. Forte called for further questions. Hearing none, she called for a motion.

Mr. Osei made a motion to approve the Approval of Additional Scope of Services to City Contract and Funding Agreement with DEGA, as presented. Mr. Brown seconded the motion. All were in favor with none opposed.

EDC Resolution Code 24-10-01-239 was unanimously approved.

Motor City Match: Recommendation to Extend Award Deadline



Ms. Schillig explained that on July 28, 2022, the EDC Board authorized the execution of a contract with the City of Detroit to accept funding from the American Rescue Plan Act ("ARPA") State and Local Fiscal Recovery Fund ("SLFRF") for the third phase of the Program.

Since that approval, the EDC has awarded Cash and Restore grants to 240 businesses in the City of Detroit using ARPA funding. Pursuant to the terms of the grant agreement executed between the EDC and the awardees, awardees are required to access their grant within one (1) year from the date of board approval to use their "Cash" or "Restore" award.

Round 24 Awards, approved on October 10, 2023, have expired on October 10, 2024. While many awardees were able to complete their respective project within the one (1) year term, eight (8) awardees (the "Awardees") were unable to secure all of the financing required for the project and have experienced other setbacks related to construction costs overruns and extended timelines.

EDC staff recommends that the one (1) year term for "Cash" or "Restore" award period be extended until June 30, 2025 for the following Awardees:

1. Business Name: Basil's Party Store, Inc.

Grant Amount: \$25,000

Track: Restore

Owner: Bahjat Mansour

Address: 4515 Grand River

Neighborhood: Woodbridge

District: 6

Project Description: The project will include a complete exterior facelift including a rehabilitation of the exterior of the building, adding more lighting, and new signage. The delay has been due to multiple contractor issues and monetary issues. They have since found a contractor and the budget is currently being worked on.

2. Business Name: Crummy's Cake Supply & Studio

Grant Amount: \$2,000

Track: Restore

Owner: Mark-Anthony Knox

Address: 7114 W. Seven Mile Rd



Neighborhood: Bagley

District: 2

Project Description: The project includes fixing the window frame and door as well as possibly wrapping the windows in vinyl. The delay has been due lack of equity and issues obtaining their certificate of compliance.

3. Business Name: Dexter Pediatrics

Grant Amount: \$25,000

Track: Restore

Owner: Satish Mehta

Address: 12632 Dexter Ave

Neighborhood: Dexter-Linwood

District: 5

Project Description: This project includes roof repair as well as parking lot repairs. This award was made in conjunction with a SPARK grant through Invest Detroit and we are working closely with the fiduciary of this project, Life Remodeled, to see it completed. The delay has been waiting for the SPARK grant to be fully disbursed before the awardee can disburse on the Motor City Match grant.

4. Business Name: Krush Event, LLC

Grant Amount: \$25,000

Track: Restore

Owner: Ebony Butler

Address: 4535 Seven Mile E

Neighborhood: Farwell

District: 3

Project Description: This project will include upgrading the parking lot, adding new signage, adding a new door as well as other exterior building upgrades. The delay has been due to difficulty finding a contractor to do the entire project.



5. Business Name: The Glass Factory LLC

Grant Amount: \$65,000

Track: Cash

Owner: Gihad Nagi

Address: 19224 W Warren Ave

Neighborhood: Warrendale

District: 7

Project Description: The Glass Factory is a new business dedicated to providing exceptional service and reliable solutions for all auto glass needs. The team, led by owner Gihad Nagi, brings extensive knowledge, cutting-edge tools, and personalized approach for seamless windshield repairs, window replacements, and chip fixes, prioritizing safety, affordability, and customer convenience. The delay has been due to issues with finalizing the budget, but MCM has a grant agreement currently drafted, and this project is under way. We would like to continue to support this project.

6. Business Name: Jill's Creative Learning, LLC

Grant Amount: \$80,000

Track: Cash

Owner: Jill Bostic

Address: 24270 W 7 Mile Rd

Neighborhood: Five Points

District: 1

Project Description: Jill's Creative Learning Center is a childcare service for children 6 weeks to 12 years of age. Business owner, Jill Bostic, experienced an extensive delay in her project timeline due to an unanticipated 10-month delay in getting her design documents completed through her architect. She anticipates having her design documents completed and approved by the city around mid-November and plans to begin construction in February of 2025 with the goal of being fully disbursed by April of 2025. The Motor City Match team is in support of this project, a woman and black-owned business.

7. Business Name: Jamaican Mi Hungry LLC



Grant Amount: \$75,000

Track: Cash

Owner: Taniesha Marzouca

Address: 8910 Wyoming Ave

Neighborhood: Barton McFarland

District: 7

Project Description: Jamaican Mi Hungry LLC, owned by Richard and Taniesha Marzouca, will soon be operating at 8910 Wyoming. After successfully running their business as a food truck, they are now expanding to their first brick-and-mortar location. The Marzoucas purchased the building in 2021 and have been using it as a prep kitchen to support their food truck operations. Jamaican Mi Hungry LLC received a \$75,000 grant but has experienced delays in the project. As a dual recipient of MCM awards, including the Design Track, they spent additional time securing quotes and working with an architect. They also sought additional funding, securing a \$250,000 loan from the Detroit Development Fund. However, they are still in the process of selecting contractors who can complete the project within their budget. MCM has been in regular contact with Richard and Taniesha, and they are working together to finalize the budget. The primary challenge has been finding contractors that meet the project's financial constraints, but it is expected that a finalized budget will be ready in the coming weeks.

8. Business Name: Dusk 'Til Daun LLC

Grant Amount: \$30,000

Track: Cash

Owner: Ashley Daun Green

Address: 7430 2nd Ave

Neighborhood: New Center Commons

District: 5

Project Description: Dusk 'til Daun is a wardrobe leasing company specializing in fashion styling and production, located at 7430 Second Ave, Suite 300. The company was awarded a \$30,000 grant. The project has experienced delays due to two main factors. First, there was an unexpected delay in the white boxing of the space, a responsibility of the landlord. Second, extended lease negotiations were required when it was discovered that a specific ceiling installation would be necessary. After discussions, the cost of the ceiling was shared between the awardee and the landlord. Additionally, the awardee faced a funding shortfall for the project. While they are actively



seeking additional financing, they have opted to revise the budget by removing non-essential items. Currently, a grant agreement has been prepared, and the project is ready to proceed, pending board approval for disbursement.

A resolution approving the staff's recommendations was attached for the Board's consideration.

Ms. Forte called for questions. Hearing none, she called for a motion.

Mr. Brown made a motion to approve the Motor City Match: Recommendation to Extend Award Deadline, as presented. Mr. Osei seconded the motion. All were in favor with none opposed.

EDC Resolution Code 24-10-91-154 was unanimously approved.

Motor City Match Round 27 Award: Maximum Food Services Corporation Address Change

Ms. Schillig stated that on June 25, 2024, the Board of Directors of The Economic Development Corporation of the City of Detroit (the "EDC") approved the Motor City Match Round 27 awardees. As part of the Round 27 awards, Maximum Food Services Corporation was selected as a Cash awardee.

When receiving a project update from business owner Mark Epps of Maximum Food Services Corporation, EDC staff was notified that the business address had changed since their initial Motor City Match Cash award due to the awardee experiencing challenges with the landlord of the initially awarded unit causing them to move locations before formally signing a lease agreement. EDC Staff has completed due diligence on the new location including a site visit and lease review, and EDC staff has provided a revised budget to reflect the changes. The Motor City Match team respectfully requests an address change from 15439 Mack, Detroit, MI 48224 to 581 E Jefferson, Detroit, MI 48226.

A resolution approving the address change for Maximum Food Services Corporation was attached for the Board's consideration.

Ms. Forte called for questions. Hearing none, she called for a motion.

Mr. Brown made a motion to approve the Motor City Match Round 27 Award: Maximum Food Services Corporation Address Change, as presented. Mr. Osei seconded the motion. All were in favor with none opposed.

EDC Resolution Code 24-10-91-155 was unanimously approved.

Waterfront East Project Plan: Use of Funds for Uniroyal Site



Mr. Howell stated that in June, 2005, the Detroit Brownfield Redevelopment Authority ("DBRA") entered into a Development Agreement (the "Original Agreement") with Bettis/Betters Development, LLC (the "Developer") for the property commonly known as the Uniroyal Site (the "Site"). Following various extensions, in March, 2020, the DBRA Board approved revised development terms that contemplated the development of the Uniroyal Site in 3-phases, with the completion specified requirements on one phase as a condition to the Developer's acquisition and development of the subsequent phase. DBRA and Developer executed an Amended and Restated Development Agreement dated August 31, 2023 (the "Amended Agreement").

Under the Amended Agreement, the minimum development requirements for Phase 1 of the project were consistent with the development requirements for the entire site under the Original Agreement. Namely, Developer was required to build a project wherein the vertical improvements cost at least \$25 million, of which at least \$18.75 million would be residential housing. However, in order to have the right to develop Phase 2, the Phase 1 development had to consist of at least \$100,000,000 in vertical construction, consisting of a minimum of 400,000 SF of mixed-use development.

The conditions to closing for Phase 1 were not satisfied prior to the April 30, 2024 deadline for closing under the Amended Agreement. Following careful consideration by both parties of options ranging from extension of development timelines to the exercise of remedies under the Amended Agreement, DBRA staff and Developer have reached a proposal for an amicable resolution as follows (the "Proposed Termination Terms"):

- DBRA and Developer will agree to a termination of and mutual releases under the Amended Agreement.
- Developer will agree not to contest the termination of the brownfield plan approved by DBRA and City Council in 2006, which will allow approval of a future brownfield plan for the Uniroyal Site.
- DBRA will pay Developer an amount equal to \$900,000 as fair compensation and partial reimbursement of Developer's substantial investment in the Uniroyal Site to date (the "Termination Payment").

The Economic Development Corporation of the City of Detroit (the "EDC") and DBRA executed the Interlocal Agreement (the "Interlocal Agreement") on September 24th, 2013. The purpose of the Interlocal Agreement was to facilitate implementation of the East Riverfront Plan. In accordance with the provisions of the Interlocal Agreement, the DBRA has requested the EDC to assist by funding the Termination Payment pursuant to a funding agreement that would provide that to the extent DBRA receives any future land sale proceeds from sale of the Uniroyal Site, the transferred funds would be reimbursed to EDC from such sale proceeds (the "Funding Agreement").



EDC staff recognizes that payment of consideration to a developer to terminate a development agreement is rare; however, given the unique circumstances in this situation, staff believes the Proposed Termination Terms, including the Termination Payment, are justified for several reasons, including but limited to:

- The economic development landscape and the nature and character of the riverfront have evolved drastically since the Original Agreement – the termination will provide the City and DEGC an opportunity to reimagine the future of the Uniroyal Site in the context of the transformation of the entire East Riverfront that has been underway for over 20 years.
- The Developer's significant monetary (estimated at approximately \$3 Million) and non-monetary investments in the Uniroyal Site to date have played a key role in cleaning the former industrial site, including the facilitation of Potentially Responsible Party (PRP) engagement, resulting in over \$30 million in remediation activities by DTE in the westernmost portion of the site and the securing of a \$2 Million consent agreement from Michelin for future remediation of the middle portion of the site.
- Any termination of the Amended Agreement by DBRA without a mutually beneficial resolution would likely lead to prolonged and costly litigation, leaving the Uniroyal Site unable to be developed until any such litigation is resolved.

A resolution was attached for the Board's consideration authorizing the negotiation and execution of the Funding Agreement.

Ms. Forte called for questions.

Ms. Bruhn asked how much would be left in the East Riverfront fund after this payment. Mr. Long responded that two million six hundred thousand dollars (\$2,600,00.00) would remain.

Mr. Jackson thanked Mr. Howell for the overview and agreed it was time to reimagine this project. He stated that he would not support funding planning without major movement in the project.

Mr. Hodge asked about the parcels owned by the City along the East Riverfront and where they were located relative to the project site. Mr. Howell clarified that the parcels are owned by the EDC. Two (2) of the parcels are on Saint Antonie Street and Atwater Street, and the other is located west of that and is adjacent to the Former Stone Soap Building.

Mr. Hodge asked Mr. Howell to speak to the history and the added value to the site by the Developer. Mr. Howell responded that the Developer had expended funds for environmental analysis to justify the position that Detroit Edison should be the responsible party for spending the funds, which totaled thirty-two million dollars (\$32,000,000.00), to clean the site with two million dollars (\$2,000,000.00) still with the state for future remediation

Ms. Forte called for further questions. Hearing none, she called for a motion.



Mr. Osei made a motion to approve the Waterfront East Project Plan: Use of Funds for Uniroyal Site, as presented. Mr. Jackson seconded the motion. All were in favor with none opposed.

EDC Resolution Code 24-10-70-94 was unanimously approved.

ADMINISTRATION

None.

OTHER MATTERS

None.

PUBLIC COMMENT

None.

ADJOURNMENT

With there being no other business to come before the Board, Ms. Forte adjourned the meetingat 9:52 a.m.



CODE <u>EDC 24-10-02-386</u>

APPROVAL OF MINUTES OF SEPTEMBER 10, 2024, REGULAR MEETING

RESOLVED, that the minutes of the regular meeting of September 10, 2024, are hereby approved, and all actions taken by the Directors present at such meeting, as set forth in such minutes, are hereby in all respects ratified and approved as actions of the Economic Development Corporation.



CODE <u>EDC 24-10-03-302</u>

RECEIPT OF TREASURER'S REPORT FOR AUGUST 2024

RESOLVED, that the Treasurer's Report of Receipts and Disbursements for the period ending August 31, 2024, as presented at this meeting, is hereby in all respects accepted as action of the Economic Development Corporation.



CODE <u>EDC 24-10-03-303</u>

RECEIPT OF TREASURER'S REPORT FOR SEPTEMBER 2024

RESOLVED, that the Treasurer's Report of Receipts and Disbursements for the period ending September 30, 2024, as presented at this meeting, is hereby in all respects accepted as action of the Economic Development Corporation.



CODE EDC 24-10-01-239_

APPROVAL OF ADDITIONAL SCOPE OF SERVICES TO CITY CONTRACT AND FUNDING AGREEMENT WITH DEGA

WHEREAS, On May 28, 2024, the EDC Board of Directors approved EDC's annual operating contract with the City of Detroit in the amount of \$800,000 (the "Agreement"), which was entered into effective July 1, 2024.

WHEREAS, subsequent to the approval of the Agreement, the City and the Detroit Economic Growth Corporation ("DEGC") agreed to repurpose and reallocate \$100,000 of the annual contract appropriation approved by City Council for DEGC's annual contract to the EDC as additional funding for the Green Grocer Program (GGP) for the following scope of Services (the "Additional Scope"):

- ➤ EDC shall subgrant to the Detroit Economic Growth Association ("DEGA") an amount equal to \$100,000 for the continuation of the Green Grocer Program (GGP).
 - GGP will continue existing programing by providing cash grants of up to \$25,000 each for the establishment of and/or the expansion of smaller scale neighborhood grocery stores, with the expectation that three additional stores will be operational by December 2025.
 - GGP will also provide technical assistance to existing and burgeoning smaller scale neighborhood grocery stores.
 - The EDC (through the DEGA) will utilize appropriate dedicated personnel to administer GGP.

WHEREAS, EDC staff requests that the Board approve (i) an amendment to the Agreement for the Additional Scope and budget and (ii) a funding agreement with DEGA relating to the transfer of the funds to DEGA; and

WHEREAS, the EDC Board has reviewed the matter and believes that the approval of the Additional Scope is in the best interests of the promotion of economic development in the City of Detroit and is otherwise consistent with the EDC's statutorily mandated purposes.

NOW, THEREFORE, BE IT RESOLVED, that (i) the EDC Board of Directors of hereby approves an amendment to the Agreement for the Additional Scope and budget and (ii) any two Officers, or any one of the Officers and any one of the Authorized Agents or any two of the EDC's Authorized Agents, shall hereafter have the authority to negotiate and execute the amendment



and any and all other agreements, documents, contracts, or other papers necessary or to take any actions necessary to implement the provisions and intent of this resolution on behalf of the EDC.

BE IT FURTHER RESOLVED, that (i) the EDC Board of Directors of hereby approves a funding agreement with DEGA relating to the transfer of the funds to DEGA and (ii) any two Officers, or any one of the Officers and any one of the Authorized Agents or any two of the EDC's Authorized Agents, shall hereafter have the authority to negotiate and execute the funding agreement and any and all other agreements, documents, contracts, or other papers necessary or to take any actions necessary to implement the provisions and intent of this resolution on behalf of the EDC.

BE IT FINALLY RESOLVED that all of the acts and transactions of any officer or authorized agent of the EDC, in the name and on behalf of the EDC, relating to matters contemplated by the foregoing resolutions, which acts would have been approved by the foregoing resolutions except that such acts were taken prior to execution of these resolutions, are hereby in all respects confirmed, approved and ratified.

October 22, 2024



CODE EDC 24-10-91-154

MOTOR CITY MATCH: RECOMMENDATION TO EXTEND AWARD DEADLINE

WHEREAS, the following businesses have been previously awarded a Motor City Match "Cash" or "Restore" award during Round 24: Basil's Party Store, Inc., Crummy's Cake Supply & Studio, Dexter Pediatrics, Krush Event, LLC, The Glass Factory LLC, Jill's Creative Learning, LLC, Jamaican Mi Hungry LLC, Dusk 'Til Daun LLC (collectively, the "Awardees"); and

WHEREAS, Motor City Match Cash and Restore Awardees have one year from the date of EDC Board approval to use their award; and

WHEREAS, due to delays in securing financing, completing the project, and other unforeseen obstacles, the Awardees were unable to complete the project and use all of the Cash grant funds within the one-year term; and

WHEREAS, EDC staff recommends that the Awardees' Cash or Restore grant term be extended to June 30, 2025; and

WHEREAS, the EDC Board of Directors has determined that Staff's recommendations are appropriate and within the best interests of the Program.

BE IT RESOLVED, that the EDC Board of Directors hereby approves the extension of the Awardees' Cash or Restore grant term to June 30, 2025.

BE IT FURTHER RESOLVED, that any two Officers, or any one of the Officers and any one of the Authorized Agents or any two of the EDC's Authorized Agents shall hereafter have the authority to negotiate and execute all documents, contracts, or other papers and to take such actions as are necessary or appropriate to implement the provisions and intent of this resolution.

BE IT FINALLY RESOLVED, that all of the acts and transactions of any Officer or Authorized Agent of the EDC, in the name and on behalf of the EDC, relating to matters contemplated by the foregoing resolutions, which acts would have been approved by the foregoing resolutions, except that such acts were taken prior to the execution of these resolutions, are hereby in all respects confirmed, approved and ratified.



CODE EDC 24-10-91-155

MOTOR CITY MATCH ROUND 27 AWARD: MAXIMUM FOOD SERVICES CORPORATION ADDRESS CHANGE

WHEREAS, on June 25, 2024, the Board of Directors of The Economic Development Corporation of the City of Detroit (the "EDC") approved the Motor City Match Round 27 awardees, including a Cash track award to Maximum Food Services Corporation; and

WHEREAS, in receiving a project update for Maximum Food Services Corporation, EDC staff was notified of an address change; and

WHEREAS, EDC staff is seeking approval to update the approved project address from 15439 Mack, Detroit, MI 48224 to 581 E Jefferson, Detroit, MI 48226.

NOW, THEREFORE BE IT RESOLVED that the EDC Board of Directors approves the change to Maximum Food Services Corporation's business address in the Motor City Match Round 27 Awards from 15439 Mack, Detroit, MI 48224 to 581 E Jefferson, Detroit, MI 48226.

BE IT FURTHER RESOLVED, that any two Officers, or any one of the Officers and any one of the Authorized Agents or any two of the EDC's Authorized Agents shall hereafter have the authority to negotiate and execute all documents, contracts, or other papers and to take such actions as are necessary or appropriate to implement the provisions and intent of this resolution.

BE IT FINALLY RESOLVED, that all of the acts and transactions of any Officer or Authorized Agent of the EDC, in the name and on behalf of the EDC, relating to matters contemplated by the foregoing resolutions, which acts would have been approved by the foregoing resolutions, except that such acts were taken prior to the execution of these resolutions, are hereby in all respects confirmed, approved and ratified.



CODE EDC 24-10-70-94

WATERFRONT EAST PROJECT PLAN: USE OF FUNDS FOR UNIROYAL SITE

WHEREAS, on June 15, 2005, the Detroit Brownfield Redevelopment Authority ("DBRA") entered into a Development Agreement (as amended, the "Original Agreement") with Bettis/Betters Development, LLC (the "Developer") for the property commonly known as the Uniroyal Site (the "Site"); and

WHEREAS, following various extensions, in March, 2020, the DBRA Board approved revised development terms that contemplated the development of the Uniroyal Site in 3-phases, pursuant to which DBRA and Developer executed an Amended and Restated Development Agreement dated August 31, 2023 (the "Amended Agreement"); and

WHEREAS, following the passage of April 30, 2024 deadline for closing of Phase 1 under the Amended Agreement, the DBRA staff and Developer have reached a proposal for an amicable resolution as follows (the "Proposed Termination Terms"):

- DBRA and Developer will agree to a termination of and mutual releases under the Amended Agreement.
- Developer will agree not to contest the termination of the brownfield plan approved by DBRA and City Council in 2006, which will allow approval of a future brownfield plan for the Uniroval Site.
- DBRA will pay Developer an amount equal to \$900,000 as fair compensation and partial reimbursement of Developer's substantial investment in the Uniroyal Site to date (the "Termination Payment"); and

WHEREAS, in accordance with the provisions of that certain Interlocal Agreement dated September 24, 2013 by and between The Economic Development Corporation of the City of Detroit (the "EDC") and DBRA, the DBRA has requested the EDC to assist by funding the Termination Payment pursuant to a funding agreement that would provide that to the extent DBRA receives any future land sale proceeds from sale of the Uniroyal Site, the transferred funds would be reimbursed to EDC from such sale proceeds (the "Funding Agreement")

WHEREAS, the EDC Board of Directors has reviewed the Proposed Termination Terms and the proposed Funding Agreement and has determined that staff's recommendation is reasonable and in the best interest of the East Riverfront Plan and the City of Detroit and otherwise consistent with the terms of the Interlocal Agreement and EDC's statutory purposes

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NOW, THEREFORE, BE IT RESOLVED that any two officers, any two of the Authorized Agents or any one of the Officer and any one of the Authorized Agents of the EDC, shall hereafter have the authority to negotiate and execute the Funding Agreement consistent with the foregoing, and any and all other documents, contracts or other papers, or take any and all actions, necessary or appropriate to implement the provisions and intent of this resolution on behalf of the EDC.

BE IT FINALLY RESOLVED that all of the acts and transactions of any Officer or Authorized Agent of the EDC, in the name and on behalf of the EDC, relating to matters contemplated by the foregoing resolutions, which acts would have been approved by the foregoing resolutions except that such acts were taken prior to execution of these resolutions, are hereby in all respects confirmed, approved and ratified.

October 22, 2024

Green Grocer Program

Green Grocer Program Goals

Impact 8 stores over 2 years.

Grocery store formats could include:

- Small format specialty stores that increase their grocery and fresh foods.
- Mixed market community stores that increase fresh produce, meat, dairy, specialty, organic or other alternatively sourced product.
- New Construction or adaptive reuse resulting in grocery store with fresh produce, meat and dairy.
- Alternative format stores with preponderance of fresh food.

Impact Wholesale Distribution System for Small Format Stores

Reliable local distribution for citywide small grocery locations

Support development of local inclusive grocery distribution models for small format stores in Detroit to expand their offerings of fresh healthy affordable food.

Green Grocer Program Updates

Awards made to 8 small format grocery stores @ \$25,000

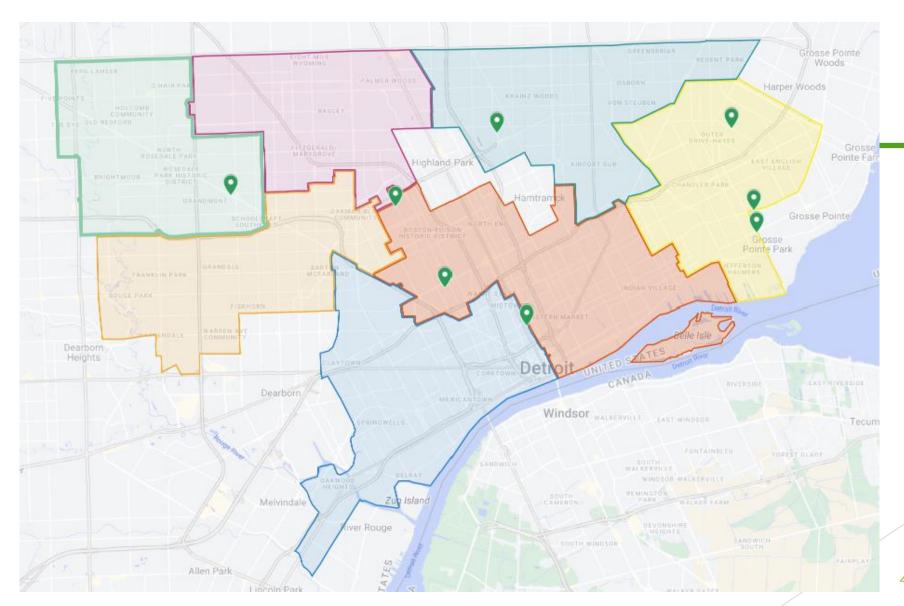
Technical assistance provided to 6 small format stores

Additional funding enables awards @\$25,000 to three more stores

Bodega Bootcamp Training - November and January

Technical Assistance for up to 5 more Stores

Green Grocer Small Format Store Locations



Linwood Fresh Market

Store is Open 12737 Linwood







Kornr Store Neighborhood Market

Opening November 2024 6224 16th Street









Adelaide's Superette of Detroit

Opening November 2024 13880 Joseph Campau

Bryant Park Market

Opening First Quarter 2025 14840 Kercheval









Klassic Mobile Gardens

Opening First Quarter 2025 15211 Mack Avenue





District 4 Grocery

Opening First Quarter 2025 11009 Whittier



Goodpluck

Opening First Quarter 2025 81 Erskine Street





Bovvy + Cafe

Opening February 2025 15749 Grand River







UNIROYAL

Presentation to the Economic Development Corporation
October 22, 2024



UNIROYAL | SITE HISTORY

- Previous Industrial Uses:
 - Michigan Stove Works
 - MichCon Coal-Gas Plan
 - U.S. Rubber Factory (Uniroyal/Michelin)
- 1970s/1980s City of Detroit acquires 3 parcels for \$5M
- MDEQ, City, DBRA, and Developer have worked with responsible parties to create & complete clean-up plans
- The city has expended \$3.6M on the demolition of structures and nearly \$2M on environmental due diligence and clean-up plans



Historical Uniroyal and Today



UNIROYAL | SITE CLEAN UP

2011 – 2015: \$35M for clean-up activities to residential standards on the western portion:

- New 740 western sea wall, 115 feet deep
- Excavation of 400,000 tons of contaminated material
- Backfill and restoration to previous grade
- Planted area with native wildlife seed
- Paid for by DTE Energy Co.; E.I. du Pont de Nemours & Co.; Michelin.









UNIROYAL | DA BACKGROUND

- In June 2005, the Detroit Brownfield Redevelopment Authority ("DBRA") entered into a Development Agreement with Bettis/Betters Development, LLC (the "Developer").
- In August 2023, the Developer executed a DBRA-approved Amended and Restated Development Agreement ("Amended Agreement") that contemplated developing the Uniroyal Site in three phases.
- The conditions for closing for Phase 1 were not satisfied before the closing deadline, April 30, 2024, under the Amended Agreement.
- DBRA Staff and the Developer considered options ranging from extending development timelines to exercising remedies under the Amended Agreement; DBRA staff and the Developer have reached a proposal for an amicable resolution.



Summary of Terms – DBRA & Developer

Summary of Terms

- Termination and mutual release.
- The developer will not contest the termination of the 2006 brownfield plan.
- Payment of \$900,000 to the Developer is a partial reimbursement for and in recognition of the Developer's substantial investment.
- If DBRA receives any sale proceeds from the sale of the Uniroyal Site, the EDC would be reimbursed.

Rationale

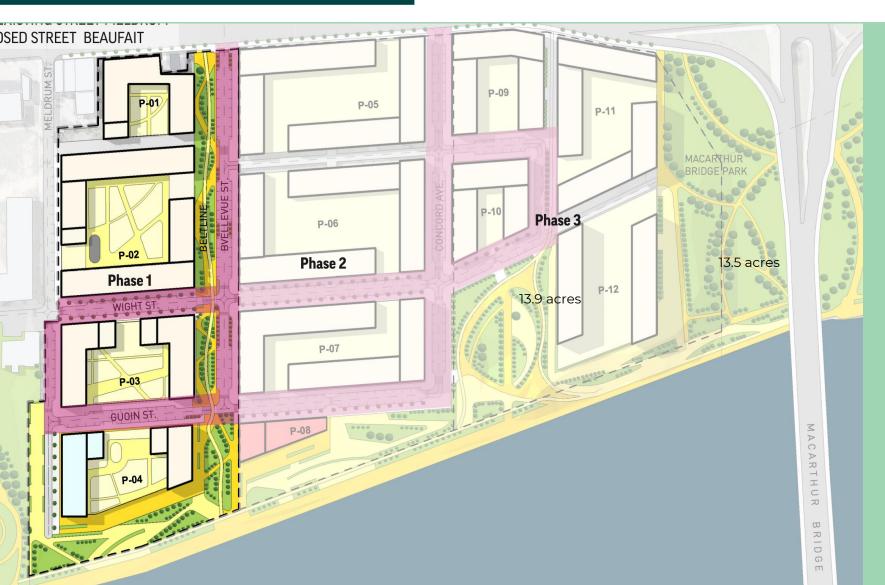
- City and DEGC can reimagine the future of the Uniroyal Site given evolution of riverfront and market conditions since 2005.
- The Developer's significant investment and time spent resulted in over \$32 million in remediation activities and remediation funding for the site.
- Mutual resolution avoids potential prolonged and costly litigation, which would leave the site idle until any such litigation is resolved.



UNIROYAL | APPENDIX



UNIROYAL | PHASING SUMMARY



PHASE I

Minimum Improvements

- \$25M Vertical Construction
- \$18.75M must be for residential development.

Enhanced Improvements

- \$100M Vertical Construction.
- a minimum of 400,000 SF in mixed-use development.

PHASE II Improvements

- \$175M in additional Vertical improvements.
- a minimum of 800,000 SF in mixed-use development.

PHASE III Improvements

• \$125M Vertical Construction

• a minimum of 500,00SF in mixed-use development.



UNIROYAL | PHASE ONE TIMELINE

MILESTONE	DA TIMELINE
PHASE 1 CLOSING	APRIL 30, 2024
START CONSTRUCTION FOR PHASE 1 INFRASTRUCTURE	FEBRUARY 28, 2025
COMPLETION OF CONSTRUCTION FOR PHASE 1 INFRASTRUCTURE	MARCH 31, 2027
START CONSTRUCTION FOR PHASE 1 VERTICAL IMPROVEMENTS	JANUARY 31, 2026
COMPLETION OF CONSTRUCTION FOR PHASE 1 VERTICAL IMPROVEMENTS	FEBRUARY 28, 2029



UNIROYAL | PHASE 1 INFRASTRUCTURE PLANS





PROPOSED INFRASTRUCTURE IMPROVEMENTS

- Environmental remediation of remaining contaminated soil,
- Walkable + bikeable greenway beltline for pedestrian use,
- Site lighting, water + sewage, and new paved streetscape,
- Community access to greenspace + public riverwalk.