



CODE EDC 19-04-02-311

APPROVAL OF MINUTES OF MARCH 26, 2019 MEETING

RESOLVED, that the minutes of the Regular meeting of March 26, 2019 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.

April 23, 2019



**ECONOMIC DEVELOPMENT CORPORATION
BOARD OF DIRECTORS REGULAR MEETING
TUESDAY, MARCH 26, 2019 – 8:30 A.M.**

BOARD MEMBERS PRESENT: Marsha Bruhn
Kimberly Clayson
Linda Forte
Chris Jackson
Kwaku Osei
Matthew Roling
Jonathan Quarles

BOARD MEMBERS ABSENT: Maurice Cox (Ex-Officio)
Damon Hodge
John Naglick (Ex-Officio)
Thomas Stallworth

**SPECIAL DIRECTORS
PRESENT:** None

**SPECIAL DIRECTORS
ABSENT:** None

OTHERS PRESENT: Pierre Batton (DEGC/EDC)
Malinda Jensen (DEGC/EDC)
Paul Kako (DEGC/EDC)
Jennifer Kanalos (DEGC/EDC)
Andrew Lucco (DEGC/EDC)
Rebecca Navin (DEGC/EDC)
Betsy Palazzola (HRD)
Mariangela Pledl (DEGC/EDC)
Orza Robertson (DEGC/EDC)



**MINUTES OF THE ECONOMIC DEVELOPMENT CORPORATION
BOARD OF DIRECTORS REGULAR MEETING
TUESDAY, MARCH 26, 2019
DETROIT ECONOMIC GROWTH CORPORATION
500 GRISWOLD, SUITE 2200
8:30 A.M.**

CALL TO ORDER

Noting that a quorum was present, Mr. Roling, Treasurer and Acting Chair, called the Regular meeting of the Economic Development Corporation Board of Directors to order at 8:42 a.m.

GENERAL

Approval of Minutes

Mr. Roling asked if there were any additions, deletions or corrections to the minutes of the February 26, 2019 Regular Board meeting. Hearing none, the Board took the following action:

On a motion by Mr. Stallworth, seconded by Ms. Bruhn, Resolution Code EDC 19-03-02-310 was unanimously approved.

Ms. Bruhn stated that she had a request. She was not at the meeting but would like the write-ups for the Motor City Match cash awards to reflect the recipient's track record, the history of the group, the equity they are bringing to the project, and what the source of the remaining funds is going to be. Mr. Rafferty acknowledged Ms. Bruhn's request and stated that they will include that information in the future.

PROJECTS

Mr. Robertson informed that he would like to present Project Item II first, and then go back to Item I.

CDBG Declared Disaster Recovery Award: Jos Campau Greenway Construction Project - Request to Approve Construction Contract with Z Contractors, Inc. for the Jos Campau Greenway Construction Project

Mr. Robertson reported that consistent with the City's CDBG Declared Disaster Recovery Grant, for which the EDC is a subrecipient, the City of Detroit Housing Revitalization Department ("HRD") and the Economic Development Corporation of the City of Detroit ("EDC") assembled an EDC bid package to obtain competitive solicited bids for the construction of the Joseph Campau Greenway

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(the "Project") that follows the historic Jos Campau Right-of-Way. It will complement the existing efforts to further establish the City's greenway network and will provide critical connections from Detroit neighborhoods to key Detroit destinations.

The Project begins at the intersection of Joseph Campau Avenue and East Vernor Highway and continues for approximately one-mile south to the intersection of West Jefferson Avenue and Jos Campau. A future phase of the Project will extend the greenway further south to the Detroit Riverwalk. Upon its completion, the Project will provide accessible pedestrian circulation and will include the cleanup and restoration of the existing pedestrian corridor, site furnishings, improved storm water management raingardens, and landscaping, among other things.

The EDC staff issued a Request for Proposals ("RFP") on July 17, 2018 for construction services related to the Project. The respondents to the RFP submitted proposals, which were reviewed by the EDC and its engineering team to determine the most responsive firm to complete the Project. Proposals were received on August 10, 2018.

The EDC received three (3) responses to the RFP:

- Z. Contractors, Inc. (Shelby Township) - \$3,386,703.55
- Warren Contractors (Shelby Township) - \$3,473,259.56
- WCI Contractors (Detroit) - \$4,181,568.40

The EDC staff reviewed the proposals and determined that the lowest and most qualified proposal from Z Contractors, Inc. to be most responsive, consistent with CDBG procurement guidelines. Z Contractors, Inc. is a Shelby Township based contractor with experience in performing the services as described in the RFP. Z Contractors, Inc. proposed a **not-to-exceed amount** of Three Million Three Hundred Eighty-Six Thousand Seven Hundred Three and 55/100 (3,386,703.55) Dollars.

The Project is expected to be completed over a twenty-four (24) month period commencing in the Summer/Fall of 2019 to facilitate the required access and through traffic to the adjacent properties. Z Contractors, Inc. is to complete the Project in two phases and in accordance with the following budgeted amounts:

Phase 1 Construction – 2019 – Robert Bradby to Jefferson - (\$1,720,995.15)

Phase 2 Construction – 2020 – Vernor to Robert Bradby - (\$1,665,708.30)

Phase 2 construction is contingent upon the EDC receiving the required funding to complete the project from HRD.

EDC staff is requesting the EDC Board of Directors to authorize the execution of a Construction Agreement with Z Contractors, Inc. to provide the construction services as expressed in the RFP for the not to exceed price of Three Million Three Hundred Eighty Six Thousand Seven Hundred



Three and 55/100 (3,386,703.55) Dollars; provided that until such time as funding sufficient for Phase 2 is secured from HRD, only Phase 1 construction will be authorized.

EDC staff is also recommending that an owner's contingency of approximately ten (10) percent of the contract value or Three Hundred Eighty-Six Thousand Seven Hundred and 00/100 (386,700.00) Dollars be established to be dispersed upon the authorization of any two officers, or any one of the officers and any of the authorized agents of the EDC. A resolution is attached for your consideration.

Mr. Jackson questioned why only three bids were received and if there was some unique type of construction that is taking place where special expertise is required. He doesn't understand why only one Detroit company applied and wondered if a better job could be done seeking out Detroit-based businesses. Mr. Robertson advised that the protocol for issuing RFPs has been stepped up by placing the RFP on the DEGC website, as well as the MITN or BidNet website that expands the outreach to other states, which has resulted in a significant increase in responses on other RFPs.

Ms. Clayson stated that this is a Phase I and Phase II contract and asked if the contract is written so that EDC is not obligated for Phase II in the event the money does not come in. Mr. Robertson answered "yes." Ms. Clayson added that she had a minor point of clarification. In the second paragraph she believes it should say "East" Jefferson and Joseph Campau. Mr. Robertson advised that she was correct.

Mr. Jackson asked if this RFP could have been advertised in Detroit-based publications. Ms. Navin replied that the federal government does not all that with federal funds. Mr. Jackson asked if that could be done for other non-federal contracts.

Ms. Jensen informed that for the Equalization Program, we were asked that question by City Council a few years ago and, in the past, the EDC and the other authorities did participate. At the time that the response to City Council was prepared, the contracts were not significant enough to participate in that Program. That is something we can look into again, because it has been several years since the EDC used the Equalization Program.

Subsequent to the discussion, the Board took the following action:

On a motion by Mr. Stallworth, seconded by Ms. Clayson, Resolution Code EDC 19-03-95-08, was approved, with Ms. Forte abstaining and Mr. Jackson voting against.

CDBG Declared Disaster Recovery Award: Jos Campau Greenway Construction Project—Request to Approve Professional Construction Engineering & Inspection Contract with Mannik Smith Group for the Jos Campau Grenway Construction Project

Mr. Robertson stated that this contract is 100% related to the Joseph Campau contract and is consistent with the City's CDBG Declared Disaster Recovery Grant, for which the EDC is a

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subrecipient, the City of Detroit Housing Revitalization Department (“HRD”) and the Economic Development Corporation of the City of Detroit (“EDC”) assembled an EDC bid package to obtain competitive solicited bids for Construction Engineering and Inspection (“CE&I”) Services for the Joseph Campau Greenway Project (the “Project”) that follows the historic Jos Campau Right-of-Way. It will complement the existing efforts to further establish the City’s greenway network and will provide critical connections from Detroit neighborhoods to key Detroit destinations.

The Project begins at the intersection of Joseph Campau Avenue and East Vernor Highway and continues for approximately one-mile south to the intersection of West Jefferson Avenue and Jos Campau. A future phase of the Project will extend the greenway further south to the Detroit Riverwalk.

The EDC staff issued a Request for Proposals (“RFP”), on July 31, 2018 for CE&I Services. The respondents to the RFP submitted Proposals, which were reviewed by EDC Staff to determine the most responsive firm to provide a future cost proposal for CE&I related activities as described in the RFP. Proposals were received August 23, 2018.

The EDC received two (2) responses to the RFP:

TYME Consulting Engineers, (500 Griswold, Suite 2850, Detroit) - \$399,123.00
Mannik Smith Group (65 Cadillac Square, Suite 3311, Detroit) - \$261,800.00

The EDC staff reviewed the proposals and determined that the proposal submitted by Mannik Smith Group to be most responsive, consistent with CDBG procurement guidelines. Mannik Smith Group is a Detroit based contractor with experience in performing the CE&I services as described in the scope of work. Mannik Smith Group proposed a **not to exceed amount** of Two Hundred Sixty-One Thousand Eight Hundred and 00/100 (\$261,800.00) Dollars.

EDC staff is requesting the EDC Board of Directors to authorize a Professional Services Agreement (“Agreement”) with Mannik Smith Group (the “Agreement”) to provide the requested CE&I services as expressed in the RFP for the not to exceed price of \$261,800.00.

EDC staff is also recommending that an owner’s contingency of approximately ten percent (10%) of the contract value or \$26,180.00 be established to be dispersed upon the authorization of any two Officers, or any one of the Officers and any of the Authorized Agents of the EDC. A resolution is attached for your consideration.

Ms. Forte asked if we had advertised this contract in Detroit publications. Mr. Robertson replied that his answer is the same for this RFP as the one previously discussed.

Mr. Stallworth asked what is going on with this project since it seems to have taken a long time since the RFP. Mr. Robertson answered that with this particular project, it is the Declared Disaster Recover Funds and there was a small issue securing the funds. So, the funds for the first Phase of the project have been secured and are working on securing the funds for the second phase.

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Ms. Palazzola from HRD explained why it has taken so long and stated that there was never a question of the funding being in place.

Subsequent to the discussion, the Board took the following action:

On a motion by Mr. Jackson, seconded by Ms. Forte, Resolution Code EDC 19-03-95-07 was unanimously approved.

Motor City Match: Recommendation to Extend Award Deadline and Change Project Address

Mr. Batton stated that on June 1, 2015, the EDC's Motor City Match program began accepting applications for Round 1 of the Business Owner Award Track, including the "Cash" Award Track. The "Cash" Award Track awards businesses who have a business plan, a secured space, and funds available to invest in their project a grant up to \$100,000 to assist in the business' project.

Since June 1, 2015, the EDC has awarded Cash grants to 159 businesses in the City of Detroit and, 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 its "Cash" award. While many awardees are 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 unexpected delays which prevented the Awardees from completing their project within a year.

In order for the Awardees to complete their project and use the funding under their respective "Cash" grant awards, EDC staff recommends that the one- (1) year term for "Cash" award period be extended by one (1) additional year, through March 31, 2020, for the following Awardees:

The Congregation: The Congregation, a Round 8 grantee, is a community space and cafe located in a formerly vacant church near the Historic Boston Edison area. The Congregation is part of a larger project and needed to wait for financing to come together for the entire deal before securing their loans. The project will be funded by loans from the DEGC, Michigan Women Forward, and Detroit Development fund.

D & D Cuisine, LLC: D & D Cuisine, a Round 9 grantee, serves classic American fare and has been operating successfully as a carryout-only restaurant for over a year. The new location will allow the business to meet growing demand and provide sit-down service for customers. It is located at 19329 Livernois adjacent to MCM winners Narrow Way Café (Round 6) and Bronzed 'n Glow (Round 14). D & D encountered delays in financing around securing a liquor license. Construction is underway, and opening is expected in early summer.

Olive Seed: Olive Seed, a Round 9 grantee, is a natural health and wellness provider offering workshops, cooking demonstrations, consulting services, and carefully selected completely natural products. The business has been operating out of the suburbs for seven years and is



moving their business to the City of Detroit. Their new location is in MCM building 269 Walker Street, Round 10 grantee Pembury Holdings. Olive Seed has secured financing after completing a re-design of the space.

Detroit River Sports: Detroit River Sports, a round 10 grantee, is a kayak tour company that has been operating for five years providing education tours and promoting tourism along the Detroit river. Their permanent physical retail location for in-take of tour participants and sell basic snacks and beverages and will house Round 12 grantee Coriander Kitchen. Detroit River Sports encountered design challenges around the canal sea wall, and secured financing after working through design issues. The project is aiming for completion in June.

Drizzle Dreams: Drizzle Dreams, a Round 10 grantee, is a manufacturer of hand-dipped chocolate treats including fruit, candy, and other snacks. Locating in a Motor City Match property, the business will operate a small retail storefront in a prime location on the first floor of the Madison building, which also houses Round 3 cash awardee Bamboo Detroit. Buildout will begin in April and construction is expected to take 90 days.

J.P. Kush & Associates: Round 10 grantee J.P. Kush & Associates will operate a full-service benefits insurance agency in a building at 3506 Gratiot, moving its headquarters from Troy to Detroit into an old public library building. The renovation of this historic building will include a co-working space and resource center on the ground floor. Construction is underway and should be completed this summer.

Further, in addition to extending the following "Cash" award grants by a period of one (1) year, EDC staff is also recommending that the location of the following Awardees be updated to reflect each Awardee's new address:

Slyde: Slyde, a Round 2 grantee, is a quick service slider restaurant that will serve beer and wine. It was initially awarded as part of a larger project located at 91344 Livernois. That project fell through after complications around liquor licensing and the building owner subsequently selling the building. Slyde has secured a new location at 3700 3rd Street. They will begin construction in April.

Plum Health Direct Primary Care: A Round 5 grantee, Plum Health offers direct primary care to uninsured, under insured or fully insured patients. Plum's business model allows them to offer more affordable care to those who need it most. Plum Health originally planned to locate at 607 Shelby, but will now be located in the Corner, at Michigan and Trumbull. Construction will begin April 15th.

A resolution was included for the Board's consideration.

Mr. Osei questioned of the cash grant awardees, how many of them have been able to take advantage of the financing that we are offering to them. Mr. Batton replied of the 159 awardees to date that have been awarded cash grants, 54 have opened their doors for business. Four

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businesses have unfortunately closed, but those numbers are strong. We are making sure that the businesses have access to the technical assistance that we are offering and making sure they understand the business side of things.

Ms. Forte asked what the criteria is before the check is written to the business. Mr. Batton replied that first is to make sure the business has secured 100 percent of their financing. Second, we look at a detailed Sources and Uses of the funding.

Mr. Osei questioned if possibly the MCM Program rounds should be twice a year rather than quarterly to give the businesses enough time. Mr. Batton replied that could help but the current setup of the Program is quarterly, so we are executing within the current constraints and current rules. Mr. Rafferty explained that since we've been running the program, attaining a rhythm has been something on the top of our minds and we've been evaluating the benefits and costs. Mr. Batton has been doing very well. It is taxing for the team, but the benefit is four rounds a year. If you are an applicant and may miss something, you don't have to wait another six months or a year to apply.

Ms. Forte added that Mr. Rafferty raised a point that she would have made relative to cadence with respect to linking it to opportunity. She stated that she is really focused on sustainability, but she is also wanting to ensure that there is energy and enthusiasm for the opportunity and that people feel like they can tap in. Having to wait for a deal might be the difference between killing an inspiration for a deal and it is her opinion that we need more of those not less at this point.

Mr. Stallworth stated that it seems as though the applicants are moving along in the process very well and eventually will get to the finish line and be opening their doors in a reasonable timeframe.

Ms. Clayson informed that she also believes that it shouldn't be an easy process and that people aren't just moving it through, so they can open their doors. It should be a slow process to getting to open, and this is an okay thing.

Mr. Rolling opined that 50 out of 154 is something to be proud of.

Subsequent to the discussion, the Board took the following action:

On a motion by Ms. Forte, seconded by Ms. Bruhn, Resolution Code EDC 19-03-91-85 was approved, with Ms. Clayson abstaining.

Motor City Match: Professional Services Agreement for Medvis Jackson

Ms. Pledl advised Motor City Match is currently accepting applications for Round 16 and has awarded over 1500 businesses from all Motor City Match and Motor City Re-Store tracks to date.

With recent staff departures and projected program modifications, there is a short term need to have a contractor complete certain services in connection with the Motor City Match program.

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Specifically, the services will include, but not be limited to, supporting Motor City Match and small business communication strategy through content creation and other activities as needed; supporting special projects and the Motor City Match Business Plan Track operation, and reporting and data collection. Deliverables will include registering past business plan awardees for classes, creating content calendar for Motor City Match/Motor City Re-Store social media, updating and managing business plan awardee data tracker and providing quarterly performance reports to senior program management.

EDC staffs recommends the retention of Medvis Jackson to provide such services. Mr. Jackson served as a fellow for Challenge Detroit in 2018, has worked closely with a number of EDC staff members and has familiarity with the Motor City Match Program. Staff seeks authorization to enter into a personal services agreement with Mr. Jackson, with a term of four (4) months during which Mr. Jackson will provide up to 600 hours of services at an hourly rate of \$25.00/hr. for an amount not to exceed Fifteen Thousand and 00/100 (\$15,000.00).

A resolution was included review and consideration.

Subsequent to a discussion, the Board took the following action:

On a motion by Ms. Clayson, seconded by Mr. Osei, Resolution Code EDC 19-03-91-86 was unanimously approved.

Small Business and Commercial Corridor Revitalization Program: Community Development Block Grant Consultant Serviced

Ms. Pledl reported the EDC had previously approved a professional services agreement (the "Agreement") with Hennessey Engineers, Inc. ("Hennessey") to provide CDBG consultant services for the Programs. The Agreement has an effective date of September 1, 2018 with a one (1) year term, with the ability to renew for up to two (2) additional one-year periods. The scope of services to be provided under the Agreement is further described in the scope of services which was included in the board material as Exhibit A.

The EDC recommends an amendment to the Agreement (the "First Amendment") to add additional CDBG funds for Hennessey to continue to provide the scope of services. As you are all aware, the CDBG Motor Match Program ("MCM Program") was recently monitored by the Department of Housing and Urban Development ("HUD") through the City of Detroit. The City has implemented changes to the MCM Program, which resulted in additional requirements and further restrictions to the MCM Program.

Due to this unexpected monitoring by HUD, Hennessey has reached the not-to-exceed amount stated in the Agreement. Therefore, the EDC staff requests authorization from the Board to enter into the First Amendment to add additional funds in the amount of up to Eighty Thousand and 00/100 (\$80,000.00) until the contract terminates on August 31, 2019.

The execution of the First Amendment will allow Hennessey to perform additional work required

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to ensure the compliance with HUD regulations and to meet all the new standards required by City of Detroit. Hennessey has provided excellent comprehensive CDBG consultant services for the Programs and has the skill and expertise needed to further ensure that MCM Program remains in compliance with all the CDBG regulations.

A resolution was included for the Board's consideration.

Mr. Stallworth questioned how the amount of \$80,000 was arrived at. Ms. Pledl stated that they had hoped that the current contract would take them through the end of the fiscal year, but the level of work that was required for the reporting and staff training used up the contract amount sooner than expected. Mr. Stallworth stated that he was looking for a little more specificity of what the EDC was receiving for the \$80,000. Ms. Pledl responded that they had to make some major changes to how they report, how they invoice, how they qualify the providers, and how they qualify and check the awardees and it has been a very long process. Mr. Rafferty added that Hennessey has been with the DEGC since the beginning of the Motor City Match Program. Because federal funding and reporting is very complicated, it made sense to have that technical support in order to make sure at the end of the year we are compliant. Mr. Stallworth stated that he just wanted to make sure that we don't get lax in making these decisions and just wanted to know how we got to the \$80,000.

Ms. Bruhn asked if it would be possible for the Board to see the HUD Report that requested these changes to the Motor City Match and Motor City Re-Store Programs. Mr. Rafferty stated he would be happy to share it with the Board.

Mr. Osei said that at the end of this contract, it would be helpful to have other vendors to consider in the selection process. Ms. Pledl advised that the contract will be put out for bid in August 2019.

Subsequent to the discussion, the Board took the following action:

On a motion by Mr. Stallworth, seconded by Ms. Forte, Resolution Code EDC 19-03-91-87 was unanimously approved.

ADMINISTRATION

Ms. Kanalos informed that the DEGC has purchased tablets for the Board Members' use, with the goal being to go paperless by the beginning of the new fiscal year July 1. Board Administration staff researched various software programs and decided on one called Directorpoint. Board members will be receiving an invitation from Directorpoint shortly.

This report was for information only and no Board action was taken.

OTHER MATTERS

PUBLIC COMMENT

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ADJOURNMENT

With there being no further business to come before the Board, Mr. Roling adjourned the meeting at 9:41 a.m.

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CODE EDC 19-03-02-310

Economic Development Corporation of the City of Detroit

APPROVAL OF MINUTES OF FEBRUARY 26, 2019 MEETING

RESOLVED, that the minutes of the Regular meeting of February 26, 2019 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.

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CDBG DECLARED DISASTER RECOVERY AWARD: JOS CAMPAU GREENWAY CONSTRUCTION PROJECT: REQUEST TO APPROVE PROFESSIONAL CONSTRUCTION ENGINEERING & INSPECTION CONTRACT WITH MANNIK SMITH GROUP FOR THE JOS CAMPAU GREENWAY CONSTRUCTION PROJECT

WHEREAS, consistent with the City's CDBG Declared Disaster Recovery Grant, for which the EDC is a subrecipient, EDC staff seeks to construct the Jos Campau Greenway construction project (the "Project") which will complement the existing efforts to further establish the City's greenway network and will provide critical connections from Detroit neighborhoods to key Detroit; and

WHEREAS, EDC staff determined that it is necessary to obtain Professional Construction Engineering & Inspection Services to perform the scope of work described in Exhibit A attached hereto; and

WHEREAS, on July 31, 2018 the EDC staff issued a Request for Proposals ("RFP") for Construction Engineering & Inspection ("CE&I") services; and

WHEREAS, EDC staff received 2 bids August 23, 2018, reviewed the Proposals, and has recommended that the Construction Engineering & Inspection firm of Mannik Smith Group ("Mannik") provide the CE&I services; and

WHEREAS, Mannik will provide the CE&I services for the Project at a not-to exceed amount of Two Hundred Sixty-One Thousand Eight Hundred and 00/100 (\$261,800.00) Dollars; and

WHEREAS, the EDC Board determined that the staff recommendation is reasonable and consistent with the scope of work for the Project.

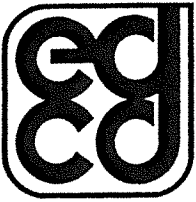
NOW, THEREFORE BE IT RESOLVED that the EDC Board of Directors hereby authorizes the negotiation and execution of an Agreement with Mannik to perform the CE&I services for the Project in a manner consistent with the RFP for a contract **not to exceed** amount of Two Hundred Sixty-One Thousand Eight Hundred and 00/100 (\$261,800.00) Dollars.

BE IT FURTHER RESOLVED that the EDC Board of Directors hereby authorizes establishment of an owner's contingency in the amount of Twenty-Six Thousand One Hundred Eighty and 00/100 (\$26,180.00) Dollars to address requirements for unforeseen conditions and to be expended at the direction of any two Officers or any one of the Officers and any of the Authorized Agents or any two Authorized Agents of the EDC.

BE IT FURTHER RESOLVED that the EDC Board of Directors hereby authorizes any two Officers, or any one of the Officers and any of the Authorized Agents or any two Authorized Agents of the EDC to negotiate and execute any and all documents necessary to implement the provisions and intent of this resolution, including but not limited to change orders for use of owner's contingency funds.

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.

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CODE EDC 19-03-95-08

Economic Development Corporation of the City of Detroit

CDBG DECLARED DISASTER RECOVERY AWARD: JOS CAMPAU GREENWAY CONSTRUCTION PROJECT - REQUEST TO APPROVE CONSTRUCTION CONTRACT WITH Z CONTRACTORS, INC. FOR THE JOS CAMPAU GREENWAY CONSTRUCTION PROJECT

WHEREAS, consistent with the City's CDBG Declared Disaster Recovery Grant, for which the EDC is a subrecipient, EDC staff seeks to construct the Jos Campau Greenway project (the "Project") which will include, among other things, the cleanup and restoration of the existing pedestrian corridor, site furnishings, improved storm water management raingardens, landscaping, and a future connection with the Detroit Riverwalk; and

WHEREAS, EDC staff determined that it is necessary to obtain construction services to perform the scope of work described in Exhibit A attached hereto; and

WHEREAS, on July 17, 2018 the EDC staff issued a Request for Proposals ("RFP") for construction services; and

WHEREAS, EDC staff received three (3) bids August 10, 2018, reviewed the proposals, and has recommended the Construction firm of Z Contractors, Inc. (the "Contractor") for the construction of the Project; and

WHEREAS, the Contractor has proposed to construct the Project at a -not-to exceed amount of Three Million Three Hundred Eighty-Six Thousand Seven Hundred Three and 55/100 (3,386,703.55) Dollars and which will occur in two phases, beginning in Summer/Fall 2019 with Phase 1 totaling \$1,720,995.15 and Phase 2, contingent upon the EDC receiving the necessary funding from the City of Detroit Housing Revitalization Department, totaling \$1,665,708.30; and

WHEREAS, the EDC Board determined that the staff recommendation is reasonable and consistent with the scope of work for the Project.

NOW, THEREFORE BE IT RESOLVED that the EDC Board of Directors hereby authorizes the negotiation and execution of a Construction Agreement with the Contractor to perform the construction services for the Project in a manner consistent with the RFP for a contract-not-to exceed amount of Three Million Three Hundred Eighty Six Thousand Seven Hundred Three and 55/100 (3,386,703.55) Dollars, provided that until such time as funding sufficient for Phase 2 is secured from HRD, only Phase 1 construction will be authorized.

BE IT FURTHER RESOLVED that the EDC Board of Directors hereby authorizes the allocation of additional funds to address requirements for unforeseen conditions (an "Owner's Contingency") in the amount of Three Hundred Eighty Six Thousand Seven Hundred and 00/100 (386,700.00) Dollars to be expended at the direction of any two officers of the EDC (the "Officers") or any one of the Officers and any individual authorized to act on behalf of the EDC (an "Authorized Agent"), or any two Authorized Agents of the EDC.

BE IT FURTHER RESOLVED that the EDC Board of Directors hereby authorizes any two Officers, or any one of the Officers and any of the Authorized Agents or any two Authorized Agents of the EDC to negotiate and execute any and all documents necessary to implement the provisions and intent of this resolution, including but not limited to change orders for use of Owner's Contingency funds.

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.

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CODE EDC 19-03-91-85

Economic Development Corporation of the City of Detroit

MOTOR CITY MATCH: RECOMMENDATION TO EXTEND AWARD DEADLINE AND CHANGE PROJECT ADDRESS

WHEREAS, the following businesses have been previously awarded a Motor City Match "Cash" Grant during various award rounds: Slyde, Plum Health Direct Primary Care, the Congregation, D & D Cuisine, Olive Seed, Detroit River Sports, Drizzle Dreams, and J.P. Kush & Associates (collectively, the "Awardees"); and

WHEREAS, Motor City Match Cash Awardees have one year from the date of EDC Board approval to use their cash 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 grant term be extended by approximately one (1) year from to the date of this resolution to March 31, 2020; and

WHEREAS, two of the Awardees being Slyde and Plum Health Direct Primary Care have changed their location from 19344 Livernois to 3700 3rd Street Detroit, MI for Slyde and 607 Shelby to the "Corner" at Michigan and Trumbull for Plum Health Direct Primary Care; and

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

BE IT RESOLVED, EDC Board of Directors recommends that the one-year time limit the Awardees have to make full use of grant funds be extended by approximately one (1) year from the date of this resolution to March 31, 2020.

BE IT FURTHER RESOLVED, the EDC Board of Directors recommends that the address for the previously approved Awardees, Slyde and Plum Health Direct Primary Care, be updated to reflect the new project address being 3700 3rd Street Detroit, MI for Slyde and the "Corner" at Michigan and Trumbull for Plum Health Direct Primary Care.

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.

March 26, 2019



MOTOR CITY MATCH/ MOTOR CITY RE-STORE: PERSONAL SERVICES AGREEMENT FOR MEDVIS JACKSON

WHEREAS, The Economic Development Corporation of the City of Detroit ("EDC"), has developed small business and commercial corridor revitalization programs known as Motor City Match and Motor City Re-Store (the "Program") at the request of the City of Detroit (the "City") Mayor's Office; and

WHEREAS, due to recent staff departures and projected Program modifications, EDC staff recommends the retention of a contractor to provide certain support services for the Program; and

WHEREAS, EDC staff recommends the execution of a Personal Services Agreement ("PSA") with Medvis Jackson for support services including, but not be limited to, supporting Motor City Match and small business communication strategy through content creation and other activities as needed; supporting special projects and the Motor City Match Business Plan Track operation, and reporting and data collection, that will provide for 600 hours of services at an hourly rate of \$25.00/hr for an amount not to exceed Fifteen Thousand and 00/100 (\$15,000.00) for a four (4) month term beginning April 1, 2019 through July 31, 2019; and

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

NOW THEREFORE BE IT RESOLVED, that the EDC Board of Directors hereby authorizes the negotiation and execution of a PSA with Medvis Jackson to provide the requested services for the not-to-exceed amount of Fifteen Thousand and 00/100 (\$15,000.00).

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 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 execution of these resolutions, are hereby in all respects confirmed, approved and ratified.

March 26, 2019



CODE EDC 19-03-91-87

Economic Development Corporation of the City of Detroit

**SMALL BUSINESS AND COMMERCIAL CORRIDOR REVITALIZATION PROGRAM:
COMMUNITY DEVELOPMENT BLOCK GRANT—AMENDMENT TO CONSULTANT
SERVICES CONTRACT WITH HENNESSEY**

WHEREAS, the EDC administers the Motor City Match and Motor City Re-Store programs (collectively, the "Programs") to revitalize Detroit's commercial corridors and grow neighborhood business investment using Community Development Block Grant ("CDBG") funds from the City of Detroit pursuant to a subrecipient agreement with the City; and

WHEREAS, the EDC executed a professional services agreement (the "Agreement") with Hennessey Engineers, Inc. ("Hennessey") for services necessary to advise CDBG program design and to develop CDBG compliance and reporting systems, as further described in the scope of services attached hereto as Exhibit A (the "Work"); and

WHEREAS, due to recent monitoring of the Programs by the Department of Housing and Urban Development and changes to the Program required by the City, the flow of Work under the Agreement has been greater than anticipated and the EDC staff requests authorization from the Board to enter into an amendment to the Agreement (the "First Amendment") increasing the compensation payable to Hennessey by an amount of up to Eighty Thousand and 00/100 (\$80,000.00); and

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

NOW THEREFORE BE IT RESOLVED, that the EDC Board of Directors hereby authorizes the execution of the First Amendment with Hennessey to provide additional funding for the Work in the amount of Eighty Thousand and 00/100 (\$80,000.00) until the contract terminates on August 31, 2019, which is subject to renewal up to two (2) additional one-year periods for a period of one (1) year.

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 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 execution of these resolutions, are hereby in all respects confirmed, approved and ratified.

March 26, 2019