

Referrals

Formal Session

9-10-19

**NEIGHBORHOOD
AND COMMUNITY
SERVICES STANDING
COMMITTEE**



CITY OF DETROIT
GENERAL SERVICES DEPARTMENT

18100 MEYERS ROAD
DETROIT, MICHIGAN 48235
PHONE 313•628•0900 TTY:311
FAX 313•628•1915
WWW.DETROITMI.GOV

5

August 26, 2019

Honorable City Council;

Re: Authorization to enter into a Funding Agreement with Economic Development Corporation for the Riverfront Asset Plan.

The General Services Department is requesting authorization from your Honorable Body to enter into a Funding Agreement with Economic Development Corporation to launch a comprehensive assessment of its Riverfront Assets.

The purpose of this agreement is to determine the level of capital improvements and economic development strategies that will support the long term viability of the property. The General Services Department along with Economic Development Corporation will manage and oversee the planning study, including procurement of a consultant to perform the Planning Services.

We respectfully request your authorization to set up appropriation segments **4533-20507-470010-631100-470008** for the general fund portion of \$181,100 to be added to appropriation segment **4503-21001-470038-644124-475010-02009** for the UTGO Bonds in the amount of \$1,000,000 to fund the planning study with a Waiver of Reconsideration

Sincerely,

Janet Anderson, PhD
Director



RESOLVED

Council Member _____

Whereas, the City wants to launch a comprehensive assessment of its Riverfront Assets, to determine the level of capital improvements and economic development strategies to support the long-term viability of the assets;

Whereas, General Services Department will collaborate with Economic Development Corporation to manage and oversee the Planning Study, including the procurement of a consultant

Whereas, appropriation segments **4533-20507-470010-631100-470008** for the \$181,100 from the general fund and appropriation segment **4503-21001-470038-644124-475010-02009** for the amount of \$1,000,000 from the UTGO Bond will be set up to handle the associated cost of the planning study.

**FUNDING AGREEMENT
BY AND BETWEEN
THE ECONOMIC DEVELOPMENT CORPORATION OF THE CITY OF DETROIT
AND
THE CITY OF DETROIT
(RIVERFRONT ASSET PLAN)**

THIS FUNDING AGREEMENT ("Agreement") executed this 9 day of August, 2019 and effective as of the date that it is approved by the City Council of the City Detroit (the "City Council"), is an agreement by and between **The Economic Development Corporation of the City of Detroit** (the "EDC"), a Michigan public authority and body corporate organized and existing pursuant to Act 338 of the Public Acts of Michigan of 1974, as amended, and the **City of Detroit** (the "City"), a Michigan municipal corporation acting by and through its **General Services Department** (the "GSD"). The City and the EDC may also be known individually as a "Party" or collectively as the "Parties".

WHEREAS, the City desires to launch a comprehensive assessment of its Riverfront Assets, to determine the level of capital improvements and economic development strategies to support the long-term viability of the assets; and

WHEREAS, GSD wishes to engage the EDC to assist in managing and overseeing the Planning Study, including procurement of a consultant to perform the Planning Services (as defined below) (the "Consultant"); and

WHEREAS, the Board of Directors of the EDC authorized the EDC to enter into this Agreement and to assist the City with the Planning Study pursuant to EDC Resolution EDC 1906-52-12.

NOW, THEREFORE, it is agreed that:

1. The above recitals are incorporated into this Agreement as if fully set out word for word.
2. The term "Planning Services" as herein used, is hereby defined as any assessment services including but not limited to surveys, structural assessments, seawall assessments, title work, other due diligence work, community engagement, planning and design, business and financial planning necessary to support the Riverfront Asset Plan as outlined in Exhibit A and requested by GSD that are required by GSD and related to the City's Riverfront assets.
3. The City agrees to reserve an amount not to exceed One Million and 00/100 Dollars (\$1,000,000.00) from UTGO bond proceeds (the "UTGO Funds") to fund the Planning Services to be performed by the Consultant on behalf of the EDC and the City. The UTGO Funds shall be disbursed by the City to the EDC as follows: (i) the full amount of the fee payable to the Consultant for the Planning Services (not to exceed \$1,000,000.00), payable in one lump sum payment, within thirty (30) days following the EDC's presentation to the City of a complete payment request including an invoice, the fully executed contract

between the EDC and the Consultant, and any additional documents requested by the City; and, (ii) subject to GSD's prior approval as described in Paragraph 5, the full amount of any change order resulting in an increased fee to the Consultant, payable in one lump sum payment, within thirty (30) days following the EDC's presentation to the City of an additional complete payment request including an invoice in the amount of the increased fee requested, the fully executed change order between the EDC and the Consultant, and any additional documents requested by the City. Notwithstanding anything to the contrary set forth herein, in no event shall the City or GSD be obligated to remit funds to the Consultant exceeding \$1,000,000.00. Upon GSD's request, the EDC shall provide GSD with invoices and other documents reasonably requested by GSD evidencing the EDC's expenditure of the UTGO Funds for the Planning Services.

4. The City agrees to reserve an amount equal to One Hundred Eighty One Thousand Eight Hundred Eighty Dollars (\$181,880.00) in general fund proceeds (the "General Funds" and together with the UTGO Funds, the "City Funds") to pay an administrative fee (the "Administrative Fee") to the EDC for the EDC's oversight and other administration of the Planning Services. The Administrative Fee shall be payable in one lump sum payment following the full execution of this Agreement and the approval of this Agreement by Detroit City Council. The City will endeavor to remit to EDC payment of the Administrative Fee within thirty (30) days' of EDC's presentation to the City of a complete payment request including an invoice and any additional documents requested by the City. Notwithstanding anything to the contrary set forth herein, in no event shall the City or GSD be obligated to remit an Administrative Fee to EDC exceeding One Hundred Eighty-One Thousand Eight Hundred Eighty and 00/100 Dollars (\$181,880.00).
5. Notwithstanding anything herein to the contrary, including but not limited to the provisions of Paragraph 3 hereof, the EDC will promptly notify GSD, or cause GSD to be promptly notified of any proposed change order or other modification of a specific scope item that could cause a material increase in the costs of such work. Any such cost increases exceeding the total amount of UTGO Funds then disbursed must first be approved by the City prior to EDC incurring any additional costs in connection with the increase.
6. The scope of work for the Planning Services to be completed by the EDC shall be publicly bid by EDC pursuant to a competitive bidding process. GSD shall approve the final selected EDC contractor(s).
7. The EDC shall include in any agreements with third parties for completion of the Planning Services a requirement that such third parties indemnify both the City and the EDC.
8. The EDC shall include in any agreements with third parties for completion of the Planning Services a requirement that such third parties maintain certain insurance coverages acceptable to GSD with related insurance policies naming the "City of Detroit" as an additional insured.

9. The EDC shall, and shall require any third parties completing the Planning Services to maintain full and complete books, ledgers, journals, accounts, documents and records in auditable form wherein are kept all entries reflecting all of its operations pursuant to this Agreement, and the EDC and any third parties completing the Planning Services shall make available all books, documents, papers and records for monitoring, audits, inspections and examinations by the City during normal business hours. In the fulfillment of its responsibilities under this Agreement the EDC will abide by and cause any persons receiving funds pursuant to this Agreement to abide by all federal, state and local laws, as well as relevant City executive orders.
10. All records referred to in Paragraph 9 shall be maintained by the EDC and any third parties completing the Planning Services for three (3) years after the completion of the Planning Services. In the event of dispute between the Parties arising out of this Agreement that occurs within three (3) years after the later of the completion of the Planning Services or the final disbursement of City Funds, the EDC and any parties completing the Planning Services shall continue to maintain the data required pursuant to this paragraph until said dispute has been finally concluded, including all available challenges or appeals and audits.
11. All notices, consents, approvals, requests and other communications, herein collectively called "Notices", required or permitted under this Agreement shall be given in writing, signed by an authorized representative of the City or the EDC, and hand delivered, mailed by first-class mail, or mailed by overnight courier such as, by way of example only, FedEx, and addressed as follows:

If to the City:

City of Detroit
 General Services Department
 Coleman A. Young Municipal Center
 2 Woodward Avenue, Suite 808
 Detroit, Michigan, 48226
Attention: Director

If to the EDC:

The Economic Development Corporation of the
 City of Detroit
 500 Griswold, Suite 2200
 Detroit, Michigan 48226
Attention: Authorized Agent

With a copy to:

The City of Detroit Law Department
 Coleman A. Young Municipal Center
 2 Woodward Avenue, Suite 500
 Detroit, Michigan 48226
Attention: Corporation Counsel

With a copy to:

The Detroit Economic Growth Corporation
 500 Griswold, Suite 2200
 Detroit, Michigan 48226
Attention: General Counsel

All Notices shall be deemed given on the date of mailing. Either Party to this Agreement may change its address for the receipt of Notices at any time by giving notice thereof to the other as herein provided. Any Notice given by a Party hereunder must be signed by an authorized representative of such Party.

12. City may terminate this Agreement at its convenience at any time by giving the EDC a written Notice of Termination at least sixty (60) days before the effective date thereof. Upon such receipt of a Notice of Termination, EDC shall immediately cease to incur any further obligations with respect to the Planning Services and begin to wind down its operations related thereto. The EDC will be entitled to retain such portion of the City Funds for all amounts owed for work completed by EDC or its contractors for Planning Services up to the termination date given by the City in its Notice of Termination, or such later date as required by EDC's third party contract for the Planning Services. Conversely, EDC shall return such portion of the City Funds for Planning Services, including the applicable portion of the Administrative Fee, that have yet to be completed by the termination date given by the City in its Notice of Termination.
13. This Agreement may be executed in any number of counterparts. All such counterparts shall be deemed originals and together shall constitute one and the same instrument.
14. This instrument contains the entire agreement between the Parties respecting the subject matter of this Agreement, and all prior negotiations and agreements are merged herein. Neither Party nor its agents have made any representations except those expressly set forth herein, and no rights or remedies are or shall be acquired by the Parties by implication or otherwise unless expressly set forth herein.
15. No amendment to this Agreement will be effective unless it is in writing, expressly makes reference to this Agreement and is executed by a duly authorized representative of each Party.
16. This Agreement shall bind, and the rights, benefits and advantages of this agreement shall inure to the successors of the City and the EDC.
17. This Agreement will become effective upon its approval by Detroit City Council and expire on the date of the last payment of City Funds owed to the EDC for work performed by EDC or its contractors, unless otherwise terminated earlier as provided for herein.

(Signatures commence on next page)

IN WITNESS WHEREOF, EDC and the City, by and through their duly authorized representatives, have executed this Agreement as of the year and date first written above.

Acknowledged and agreed:

THE ECONOMIC DEVELOPMENT CORPORATION OF THE CITY OF DETROIT, a Michigan public authority and body corporate.

By:



Print Name: KENYATTA BUDGAS

Its: Authorized Agent

CITY OF DETROIT, a Michigan municipal corporation

By:

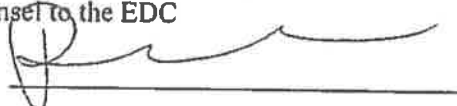


Print Name: Janet Anderson

Its: S. Kector

Approved as to Form Only:
Counsel to the EDC

By:



THIS AGREEMENT WAS APPROVED BY
DETROIT CITY COUNCIL ON:

APPROVED AS TO FORM IN ACCORDANCE
WITH § 7.5-206 OF THE 2012 CITY OF
DETROIT CHARTER

_____ Date

_____ Corporation Counsel

_____ Chief Procurement Officer

THIS AGREEMENT IS NOT VALID OR AUTHORIZED UNTIL APPROVED BY RESOLUTION OF THE CITY COUNCIL AND SIGNED BY THE CITY'S CHIEF PROCUREMENT OFFICER.

EXHIBIT A

East Riverfront and Entertainment District – Planning Study

SCOPE OF WORK: Comprehensive assessment of the City of Detroit's Riverfront assets and administrative services to manage and oversee the planning study.

DELIVERABLE: Implementation strategy of critical investments for capital improvements to Riverfront assets and a comprehensive business strategy to support the long-term viability of these assets.

Purpose:

Assess the condition of publicly owned assets along the East Riverfront to determine level of capital improvements and economic development strategies.

Hart Plaza – assess current physical conditions, connectivity to the riverfront and downtown through Spirit Plaza and strategies for near-term and long-term capital investments.

Analyze opportunities for an entertainment district for large outdoor events such as music festivals, exhibits, conventions, etc.

General Scope for Study:

- Physical and Environmental Assessments
- Land Use Analysis
- Financial Analysis
- Economic Development and Commercial Opportunities
- Entertainment Opportunities including Venue Capacity Study
- Maintenance and Operations Strategies
- Legal Frameworks
- Long term and short term phasing scenarios

Primary Assets include:

- Spirit Plaza
- Hart Plaza
- Aretha Franklin (Chene) Park
- Erma Henderson Park/Marina
- Jefferson Village/ Marina District



CITY OF DETROIT
RECREATION DEPARTMENT
ADMINISTRATION OFFICE

18100 MEYERS
DETROIT, MICHIGAN 48235
(313) 224-1100 • TTY:711
(313) 224-3544
WWW.DETROITMI.GOV

6

August 26, 2019

Honorable City Council;

Re: Authorization to accept a donation of park improvements from Historic Indian Village Association for Mollicone Park.

Detroit General Services Department requests authorization from your Honorable Body to accept a donation of park improvements from Historic Indian Village Association to be installed at Mollicone Park.

Park improvements will consists of the purchase and installation of brick and materials for laying a brick pathway at the Northeast corner park entrance. The estimated cost of \$12,790 will be borne by Historic Indian Village Association.

We respectfully request your authorization to accept this donation of park improvements with a Waiver of Reconsideration

Sincerely,

Janet Anderson
Director



Resolution

Council Member _____

Whereas, the General Services Department is requesting authorization to accept a donation of park improvements from Historic Indian Village Association to be installed at Mollicone Park.

Whereas, the total cost of \$12,790 will be borne by Historic Indian Village Association. The organization will also purchase and install the materials needed to lay a brick pathway

Resolved, General Services Department is authorized to accept a donation of park improvements from the Historic Indian Village Association to be installed at Mollicone Park.



APPLICANT SECTION

Requesting Organization Name: Historic Indian Village Association
Contact Name: Brian McMillan
Phone: 219-628-0163
Email: brimcmillan@gmail.com
Address: 776 Seminole Street, Detroit, MI, 48214

Today's Date: August 13, 2019
DPRD Property Name: Mollicone Park
Property Address: Burns and Goethe
Location within the Property: 2969 Burns
Northeast corner entrance

Improvement Type:

- Park
- Facility (ie Rec Center)

- Physical Improvement
 - Not-Art → fill out Donation Letter
 - Art → fill out Art Donation Letter
- Maintenance → fill out SLA Letter

Improvement Project Description:

(Please specify if any listed funding are for an event / program, or not for a permanent, physical improvement.)
Installation of commemorative brick pathway.

Estimated Value of Improvement: \$12,790

By submitting this request I/We/Our Organization agree(s) to abide by all rules and policies of the City of Detroit and the General Services Department, Parks and Recreation Division. I/We also agree that all information submitted in this Park Improvement Authorization Form is true and accurate to the best of my/our knowledge and I/We hereby request that the Parks and Recreation Division consider my/our Project for approval. I/We agree at my/our own expense to defend, indemnify, save and hold harmless the City of Detroit, its officers, employees and agents against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses (including without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against myself/us and/or the City of Detroit by reason of or resulting from my/our use of the DPRD Property named above and construction of this Project as described herein.

Signature: Brian McMillan

Digitally signed by Brian McMillan
Date: 2019.08.13 22:30:23 -04'00'

Date: 8/13/2019

Print Name: Brian McMillan

Organization on behalf of: Historic Indian Village Association

GIFT LETTER OF REQUEST

August 13, 2019

Janet Anderson, PhD
Director, General Services Department
Detroit Parks and Recreation Division
18100 Meyers Road – Lower Level
Detroit, Michigan 48235

Dear Dr. Anderson:

On behalf of The Friends of Mollicone Park, a organization sponsored by the Historic Indian Village Association, I am writing to offer our full assistance in purchasing and installing a brick pathway at the northeast corner entrance in Mollicone Park. The costs, approximately \$12,790 are being borne by the group mentioned above.

These improvements will take place on as soon as possible. We have worked with community representatives to ensure these improvements are desired.

The brick pathway should require little maintenance for the next five years.

Thank you for your time and consideration.


Sincerely,

Brian McMillan

Member, Friends of Mollicone Park committee
Brian McMillan



MEMORANDUM

TO: Lawrence Garcia, Corporation Counsel
FROM: Hon. Scott Benson, City Council District 3 

CC: Hon. Mary Sheffield, Pro-Tem, Neighborhoods & Community Services
Standing Committee
Hon. Janice Winfrey, City Clerk
David Whitaker, Director, LPD
Irv Corely, LPD
David Massaron, CFO
Stephanie Washington, City Council Liaison
Neil Barclay, CHWMAAH, Executive Director

VIA: Hon. Brenda Jones, City Council President

DATE: 30 August 2019

RE: **CHARLES H. WRIGHT MUSEUM OF AFRICAN AMERICAN
HISTORY (CHWMAAH) OPERATING AGREEMENT**

The CHWMAAH's operating agreement with the city of Detroit expires on 31 Oct 2019 and must be renegotiated. Please provide the following documents to my office:

1. Copies of all existing City of Detroit cultural institution operating agreements. I.e. Zoo, Historical Society, Eastern Market, etc.
2. Copies of existing insurance policies covering the CHWMAAH.
3. Copies of Disaster Recovery Plans established by the City of Detroit, as per section E.13 of the executed CHWMAAH Operating Agreement dtd. 18 Oct 1999.
4. The Executive Orders that currently apply to the CHWMAAH. The Current operating agreement identifies Executive Orders 5 and 22.
5. A copy of the Professional Services Agreement between the City of Detroit and CHWMAAH dtd. 1 July 1997.

In addition to the above documents, identify who will be responsible for negotiating the new operating agreement between the City of Detroit and CHWMAAH.

Please provide a response and all documents by 15 September 2019. If you have any questions do not hesitate to contact my office at, 313-224-1198.

City of Detroit

CITY COUNCIL

RAQUEL CASTAÑEDA-LÓPEZ
COUNCIL MEMBER
DISTRICT 6

8

MEMORANDUM

TO: David Whitaker, Director, Legislative Policy Division

THRU: Council Member Brenda Jones, Council President

FROM: Council Member Raquel Castañeda-López



DATE: September 4, 2019

RE: Renaming Tarnow-Kirkwood Park as Emma Hernandez Park

Following the recent tragic death of Emma Hernandez, I have been working with the Administration on a proposal to rename the nearby Tarnow-Kirkwood Park in her memory. I request that the Legislative Policy Division draft a resolution formally changing the name of Tarnow-Kirkwood Park to Emma Hernandez Park.

Please do not hesitate to contact my office at 313-224-2450 if you have any questions. Thank you.

CITY CLERK 2019 SEP 4 PM 1:51

Cc: Honorable Detroit City Council
Stephanie Washington, Mayor's Liaison
City Clerk