



CITY OF DETROIT
OFFICE OF THE CHIEF FINANCIAL OFFICER
OFFICE OF DEVELOPMENT AND GRANTS

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE, SUITE 1026
DETROIT, MICHIGAN 48226
PHONE: 313 • 628-2158
FAX: 313 • 224 • 0542
WWW.DETROITMI.GOV

February 22, 2023

The Honorable Detroit City Council
ATTN: City Clerk Office
200 Coleman A. Young Municipal Center
Detroit MI 48226

RE: Request to Accept and Appropriate the FY 2023 Blight Elimination Grant

The State Land Bank Authority has awarded the City of Detroit Housing and Revitalization Department with the FY 2023 Blight Elimination Grant for a total of \$25,000,000.00. There is no match requirement. The total project cost is \$25,000,000.00.

The objective of the grant is to eliminate blight at five project sites, including: (1) Junction McGraw, (2) Kettering, (3) Eastern Market, (4) Project Orb: AAM (American Axle), and (5) the Packard Plant. The funding allotted to the department will be utilized to provide contractual services for design, site preparation, construction, environmental remediation, and other costs associated with the project.

If approval is granted to accept and appropriate this funding, the appropriation number is 21246.

I respectfully ask your approval to accept and appropriate funding in accordance with the attached resolution.

Sincerely,

DocuSigned by:
Terri Daniels
4D2BEE23C8D489...

Terri Daniels
Director of Grants, Office of Development and Grants

CC:
Sajjiah Parker, Assistant Director, Grants

DocuSigned by:
Donald R Johnson
34F9071313554A4...

Office of Budget

DocuSigned by:
Cheryl Smith-Williams
B8CAE73E1C57487...

Agreement Approved as to Form
By the Law Department



Office of Development and Grants

RESOLUTION

Council Member _____

WHEREAS, the Housing and Revitalization Department is requesting authorization to accept a grant from the State Land Bank Authority, in the amount of \$25,000,000.00, to eliminate blight at five project sites, including: (1) Junction McGraw, (2) Kettering, (3) Eastern Market, (4) Project Orb: AAM (American Axle), and (5) the Packard Plant; and

WHEREAS, the Law Department has approved the attached agreement as to form; and

WHEREAS, this request has been approved by the Office of Budget; now

THEREFORE, BE IT RESOLVED that the Director or Head of the Department is authorized to execute the grant agreement on behalf of the City of Detroit, and

BE IT FURTHER RESOLVED, that the Budget Director is authorized to establish Appropriation number 21246, in the amount of \$25,000,000.00, for the FY 2023 Blight Elimination Grant.

**STATE LAND BANK AUTHORITY
GRANT AGREEMENT
WITH
CITY OF DETROIT**

This Grant Agreement (“Contract”) is made between the State Land Bank Authority (the “SLBA”) and the City of Detroit (the “Grantee”). The SLBA and Grantee shall sometimes be referred to in this Contract individually as a “Party” or collectively as “Parties”.

Grantee: The Honorable Michael E. Duggan, Mayor
City of Detroit
2 Woodward Avenue, Suite 1126
Detroit, Michigan 48226

I. PURPOSE AND PROJECT SCOPE.

- A. The purpose of this Contract is to provide funding in the amount of up to Twenty-Five Million Dollars (\$25,000,000) in exchange for work to be performed for the projects pursuant to Section 1094f(1)(b) of PA 166 of 2022. The SLBA is authorized to provide grant assistance pursuant to PA 166 of 2022. This Contract is subject to the terms and conditions specified herein.
- B. This Contract and its exhibits constitute the entire Contract between the SLBA and the Grantee and may be modified only by written agreement between the SLBA and the Grantee.
- C. The scope of this project is limited to the activities specified in Exhibits A and B, and such activities as are authorized by the SLBA under this Contract. Any change in project scope requires prior written approval in accordance with Section IV, Changes, of this Contract.
- D. By acceptance of this Contract, the Grantee commits to complete the projects identified in Exhibits A and B within the time period allowed for in this Contract and in accordance with the terms and conditions of this Contract.

II. CONTRACT PERIOD.

Contract Start Date: October 6, 2022
Contract End Date: September 30, 2024

Upon signature by the SLBA, the Contract shall be effective from the Contract Start Date until the Contract End Date specified above. The SLBA shall have no responsibility to provide funding to the Grantee for project work performed except between the Contract Start Date and the Contract End Date specified above. Unless otherwise agreed to in writing, expenditures made by the Grantee prior to the Contract Start Date or after the Contract End Date of this Contract are not eligible for payment under this Contract.

III. CONTACTS.

SLBA Contact:

Linda Horak (“Grant Administrator”)
Post Office Box 30766
Lansing, Michigan 48909
(517) 648-1195
horakl@michigan.gov

Grantee Contact:

Nicole Sherard-Freeman
Group Executive, City of Detroit
Coleman A Young Municipal Center
2 Woodward Ave, 11th Floor, Detroit, MI 48226
sherardfreemann@detroitmi.gov

IV. CHANGES. Any changes to this Contract shall be requested by the Grantee in writing and approved by the SLBA in writing. The SLBA reserves the right to deny requests for changes to the Contract or to the exhibits. No changes can be implemented without written approval by the SLBA.

V. GRANTEE REPORTING REQUIREMENTS. The Grantee shall submit the reporting requirements for the projects as specified in Exhibit A, Projects Requirements and Scope, of this Contract. All reports, unless otherwise stated in this Contract, shall be made to the SLBA at the address set forth in Section III, or electronically as SLBA may provide.

VI. GRANTEE RESPONSIBILITIES.

- A. The Grantee agrees to abide by all local, State, and federal laws, rules, ordinances, and regulations in the performance of this Contract.
- B. All local, State, and federal permits, if required, are the responsibility of the Grantee. Award of this Contract is not a guarantee of permit approval by the State.
- C. The Grantee shall be solely responsible to pay all taxes, if any, that arise from the Grantee’s receipt of this Contract.
- D. The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by the Grantee or its subcontractor under this Contract. The Grantee or its subcontractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in designs, drawings, specifications, reports, or other services.
- E. The SLBA’s approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The SLBA’s review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Contract or cause of action arising out of the performance of this Contract.
- F. The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the SLBA for the purpose of obtaining this Contract or any payment under the Contract and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the Contract.

G. The Grantee is responsible for the completion of all proper due diligence with regard to identifying and addressing potential environmental concerns prior to start of work. Commercial, institutional and/or industrial demolition sites must have, at a minimum, Asbestos Containing Material and Hazardous Material Survey and a Phase I Environmental Site Assessment, conducted per ASTM E1527-13, with consideration of any findings to be incorporated into the demolition specifications. All reporting requirements and appropriate precautions must be followed in the event any hazardous materials, contamination or Underground Storage Tanks are encountered. Only activities specified in this Contract are eligible for reimbursement.

VII. **ASSIGNABILITY.** The Grantee shall not assign this Contract or assign or delegate any of its duties or obligations under this Contract to any other party without the prior written consent of the SLBA. The SLBA does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VIII. **SUBGRANTEES AND SUBCONTRACTS.** The Grantee is solely responsible for all contractual activities performed under this Contract. Further, the SLBA will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Contract. All contractors, subcontractors, subgrantees, or others used by the Grantee in performing the project shall be subject to the provisions of this Contract and shall be licensed and qualified, as appropriate, to perform the duties required. Contractors must be procured through a competitive procurement process.

IX. **NON-DISCRIMINATION.** The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, State, and local fair employment practices and equal opportunity laws. Grantee covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

In addition, as provided in Executive Directive 2019-09, any contractor or subcontractor shall not discriminate against any employee or applicant for employment with respect to his or her hire, terms, tenure, conditions or privileges of employment, or any matter directly or indirectly related to employment because of religion, race, color, national origin, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the individual's ability to perform the duties of a particular job or position.

The Grantee agrees to include in every contract or subcontract entered into for the performance of this Contract this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Contract.

X. **UNFAIR LABOR PRACTICES.** The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XI. LIABILITY.

- A. Grantee must defend, indemnify and hold the SLBA, State of Michigan, its departments, divisions, agencies, offices, commissions, officers, and employees (collectively the "State") harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Grantee (or any of Grantee's employees, agents, subgrantees, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Grantee (or any of Grantee's employees, agents, subgrantees, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Grantee (or any of Grantee's employees, agents, subgrantees, or by anyone else for whose acts any of them may be liable).
- B. The State or SLBA will notify Grantee in writing if indemnification is sought; however, failure to do so will not relieve Grantee, except to the extent that Grantee is materially prejudiced. Grantee must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.
- C. The State and SLBA are entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State or SLBA deems necessary. Grantee will not, without the State's or SLBA's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State or SLBA employee, official, or law may be involved or challenged, the State or SLBA may, at its own expense, control the defense of that portion of the claim.
- D. Nothing in this contract should be construed as a waiver of any governmental immunity by the Grantee, the SLBA, State, its agencies, or employees as provided by statute or court decisions.

XII. CONFLICT OF INTEREST. No employee, officer, director, appointee or elected official of the Grantee's or subgrantee's organization or governing body, or their families, shall benefit financially from any part of this Contract.

XIII. ANTI-LOBBYING. Grantee shall not use any of the grant funds awarded in this Contract for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2): "Lobbying" means communicating directly with an official of the executive branch of State government or an official in the legislative branch of State government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Contract for the purpose of litigation against the SLBA. Further, the Grantee shall require that language of the assurances in this section be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION. By signing this Contract, the Grantee certifies to the best of its knowledge and belief that it, its agents, and its contractor(s), subcontractor(s), subgrantee(s) and others:

- A. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal department or the State.
- B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, SLBA, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- C. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in subsection (B).
- D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, State, or local) terminated for cause or default.
- E. Will comply with all applicable requirements of all other State or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS. Pursuant to MCL 18.1470 the SLBA (or its designee) reserves the right to conduct a programmatic and financial audit of the project, and the SLBA may withhold payment until the audit is satisfactorily completed. The Grantee is required to maintain all pertinent records and evidence pertaining to this Contract, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the SLBA. The financial and accounting records associated with this Contract shall be made available to SLBA, its designee, and the auditor general, upon request, during the terms of this Contract and any extension of this Contract and for three (3) years after the Contract End Date or final payment under the Contract, whichever is later. The Grantee will provide proper facilities for such access and inspection.

XVI. INSURANCE. The Grantee shall require all contractors and subcontractors providing activities or services to be reimbursed under this Contract to carry, and show proof of coverage, of business liability, automobile and workman's compensation insurance at levels consistent with Grantee's contracting policies and contracts.

XVII. OTHER SOURCES OF FUNDING. The Grantee guarantees that any claims made to the SLBA under this Contract must not be financed by any source other than the SLBA under the terms of this Contract. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the SLBA, the total amount representing such duplication of funding.

XVIII. COMPENSATION.

- A. An initial advance of \$12,500.00.00 shall be made to the Grantee upon receipt by the Grant Administrator of a signed Agreement and a request for advance from the Grantee.
- B. Additional funds shall only be disbursed after verification that the initial payment has been fully expended, in accordance with the budget and activities specified in Exhibits A and B. The Grantee must provide sufficient documentation, as determined by the SLBA, to verify that all expenditures were made in accordance with budget and activities specified in Exhibits A and B. Such documentation shall indicate grant funds received to date, project expenditures to date (supported with computer printouts of accounts, general ledger sheets, balance sheets, etc.), and objectives completed to date. Backup documentation such as computer printouts of accounts, ledger sheets, check copies, etc. shall be maintained for audit purposes in order to comply with this Contract.
- C. The SLBA will reimburse the Grantee a total amount not to exceed the amount specified in Section I of this Contract, and only for acceptable expenses incurred for this project. All other costs necessary to complete the project are the sole responsibility of the Grantee. Unless and until SLBA receives all required, requested and necessary documents from Grantee, it shall not be liable for any payments to Grantee.
- D. Unless otherwise agreed to in writing, expenses incurred by the Grantee prior to the Contract Start Date or after the Contract End Date of this Contract are not allowed under the Contract.
- E. The SLBA will approve payment requests after approval of reports and related documentation as required under this Contract.
- F. The SLBA reserves the right to request additional information necessary to substantiate payment requests.
- G. Public Act 533 of 2004 requires that payments under this Contract be processed by electronic funds transfer (EFT). Grantee is required to register to receive payments by EFT at the State Integrated Governmental Management Applications (SIGMA) Vendor Self Service (VSS) website (www.michigan.gov/VSSLogin).

XIX. CLOSEOUT.

- A. Upon issuance of final payment from the SLBA, the Grantee releases the SLBA of all claims against the SLBA arising under this Contract. Unless otherwise provided in this Contract or by law, final payment under this Contract shall not constitute a waiver of the SLBA's claims against the Grantee.
- B. The Grantee shall immediately refund to the SLBA any payments in excess of the costs allowed by this Contract.

XX. CANCELLATION. This Contract may be canceled by the SLBA, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request

by the Grantee, or upon mutual agreement by the SLBA and Grantee. The SLBA reserves the right to provide just and equitable compensation to the Grantee for all satisfactory work completed under this Contract.

XXI. TERMINATION.

A. This Contract may be terminated by the SLBA, for among other things, as follows:

- a. Upon 30 days written notice to the Grantee:
 - i. if the Grantee fails to comply with the terms and conditions of the Contract, or with the requirements of the authorizing legislation (PA 166 of 2022) or other applicable law or rules;
 - ii. if the Grantee knowingly and willingly presents false information to the SLBA for the purpose of obtaining this Contract or any payment under this Contract;
 - iii. if the SLBA finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the SLBA in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract;
 - iv. during the 30-day written notice period, the SLBA shall also withhold payment for any findings under subparagraphs i-iii, above; or
 - v. if the Grantee or any contractor, subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs (LARA) or its successor.
- b. Immediately and without further liability to the SLBA if the Grantee, or any agent of the Grantee, or any agent of any contractor or subcontractor is:
 - i. convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
 - ii. convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
 - iii. convicted under State or federal antitrust statutes;
 - iv. convicted of any other criminal offense that, in the sole discretion of the SLBA, reflects on the Grantee's business integrity; or
 - v. added to the federal or state Suspension and Debarment list.

B. If the Contract is terminated, the SLBA reserves the right to require the Grantee to repay all or a portion of funds received under this Contract.

XXII. NOTIFICATION OF DELAYS. The Grantee shall inform the SLBA's Contact of any delays in the start-up of the project and any delays in progress toward completion of the project. Any change to the Contract End Date must be approved by SLBA as set forth in Section IV.

The individuals signing below certify by their signatures that they are authorized to sign this Contract on behalf of their organization, and that the Parties will fulfill the terms of this Contract, including the attached Exhibits A and B, and used only as set forth herein.

- XXIII. PUBLICITY.** Grantee shall cooperate with SLBA and coordinate with SLBA for all press releases and public events regarding the projects, including, but not limited to, being available for and attending press events for state and local representatives.
- XXIV. DISCLOSURE OF LITIGATION.** Except as otherwise previously disclosed, Grantee shall disclose immediately any criminal litigation, investigations or proceedings involving the Grantee or any of the Grantee's elected officials or employees.
- XXV. TERMINATION OF FUNDING.** If the State of Michigan legislature or the State of Michigan government fails to provide or terminates the funding necessary for SLBA to fund this Contract, SLBA may terminate this Contract. Upon such termination of funding, SLBA shall have no further obligation to provide grant funds.

(remainder of page intentionally left blank)

The signatories below warrant that they are empowered to enter into this Contract.

GRANTEE ACCEPTANCE:

City of Detroit

Dated: _____

By: Michael E. Duggan
Its: Mayor of the City of Detroit

SLBA ACCEPTANCE:

State Land Bank Authority

Dated: _____

By: Emily Doerr
Its: Executive Director

EXHIBIT A

PROJECT REQUIREMENTS AND SCOPE

- I. **PROJECT LOCATION.** The Grantee agrees to perform or to assume responsibility for the performance of all functions and tasks contained herein in order to complete the blight elimination activities of the properties listed below:

Project Name: Junction McGraw
Parcel Number: 16013104 and 16013115, et al. (approximately 170 additional parcels)
Commonly known as: 5555 McGraw, Detroit, Michigan

Project Name: Kettering
Parcel Number: 17010007-42
Commonly known as: 6101 Van Dyke, Detroit, Michigan

Project Name: Eastern Market
Parcel Number: None, proposed work in public right of way.
• Parcel ID of Project Beneficiaries: 07001978-82, 09002034-50, et al.
Commonly known as: Mack Avenue and St. Aubin, Detroit, Michigan

Project Name: American Axle & Manufacturing
Parcel Number: 09003645 and 07001660-778, et al. (approximately 12 additional parcels)
Commonly known as: Holbrook and St. Aubin, Detroit, Michigan

Project Name: Packard Plant
Parcel Number: 15011568.019, et al.
Commonly known as: 1580 E. Grand Blvd., Detroit, Michigan

- II. **PROJECT REQUIREMENTS AND SCOPE.** The Grantee shall complete blight elimination activities as provided in PA 166 of 2022 at the properties identified in Section I of this Exhibit A by the Contract End Date:

- A. The Grantee shall carry out the blight elimination activities in accordance with the requirements set forth in this project scope and PA 166 of 2022.
- B. The Grantee shall coordinate blight elimination activities, ensuring that all approvals and permits are in place prior to the start of work.
- C. The Grantee shall ensure compliance with all requirements related to lead-based paint, asbestos and other hazardous materials and notify the appropriate state or local agencies or Michigan Department of Environment, Great Lakes, and Energy (EGLE) if required by law. Further details and requirements are located on the following websites:

- http://michigan.gov/deq/0,1607,7-135-3310_4106-11856--,00.html
- http://michigan.gov/deq/0,1607,7-135-3307_29693_30031---,00.html

- https://www.michigan.gov/lara/0,4601,7-154-89334_11407_15333_15369---,00.html
- https://www.hud.gov/program_offices/healthy_homes/healthyhomes/lead
- <http://www.epa.gov/asbestos>.

- D. Demolition includes abatement of hazardous materials, the complete razing and removal of a structure and basement or foundation, removal of associated drives and parking areas, fill with approved fill dirt, topsoil and seeding of the site, or an alternative approved by the Grantee. All work is to be completed in compliance with all local and state laws and regulations.
- E. Clearance of sites includes removal and disposal of all materials and debris offsite in compliance with federal, state or local requirements; providing for erosion control; and other incidentals necessary to satisfactorily complete the structure removal. All debris shall go to a licensed Type I or Type II landfill. Copies of the landfill receipts for every load removed from the project site must be maintained for each day and made available for inspection as requested.
- F. The Grantee is responsible for:
- a. Providing qualified personnel, equipment, materials and other resources necessary to perform activities in order to complete blight elimination activities of the property identified in Section I of this Exhibit A by the Contract End Date.
 - b. Ensuring adequate quality control.
 - c. Maintaining documents and records related to all the activities carried out under the Contract. The Grantee shall maintain current, accurate and complete records according to and in compliance with all applicable federal, State and local requirements and Section XV of the Contract.
 - d. Identifying a Project Manager or designated representative who will serve as the Grantee's contact person and who has final authority for the Grantee on all matters relating to the Contract.
 - e. Coordinating with SLBA on matters relating to the project requirements, including completion, or any items that require immediate attention or that impact on the results or quality of the work to be performed.
 - f. Accuracy of the work performed. Grantee is required to make all necessary revisions or corrections resulting from errors and omissions on the part of the Grantee without additional funding. Acceptance of the work by SLBA will not relieve the Grantee of the responsibility for subsequent correction of any such errors and omissions.

- G. The Grantee shall submit to the SLBA quarterly performance (January 1, April 1, July 1, October 1) reports that briefly present the following information:
 - a. Percent of completion of the project objectives. This should include a brief outline of the work accomplished during the reporting period and the work to be completed during the subsequent reporting period.
 - b. Brief description of problems or delays, real or anticipated, which should be brought to the attention of the SLBA.
 - c. Statement concerning any significant change from the previously agreed upon Statement of Work or funding allocation for each site.

- H. The Grantee shall submit to the SLBA no later than forty-five (45) calendar days after the Contract End Date a final report that briefly presents the following information:
 - a. A summary of the project implementation plan and any deviations from the original project as proposed.
 - b. Accomplishments and problems experienced while carrying out the project activities.
 - c. Impacts, anticipated and unanticipated, experienced as a result of the project implementation.
 - d. Financial expenditures of award money and other contributions to the project, in-kind and/or direct funding.
 - e. Actual budget expenditures compared to the Budget in this Contract. Include the basis or reason for any discrepancies.
 - f. Coordinated efforts with other organizations to complete the project.
 - g. Anticipated future redevelopment and subsequent increase in tax base.
 - h. Number of tax foreclosed properties returning to the tax roll.

III. PROJECT REIMBURSEMENT AND COMPLETION. The SLBA will approve payment(s) upon satisfactory completion and documentation of the blight elimination and all associated activities.

Approval for payment of funds will be made by SLBA based on satisfactory submission of a Request for Payment Form and supporting documentation. The format for the Request for Payment Form is included as Exhibit C.

EXHIBIT B

BUDGET

The Grantee agrees that all funds shown in the Budget and related attachments are to be spent as detailed in the Budget and related attachments.

This Contract does not commit the State or SLBA to approve requests for additional funds at any time.

Reallocations of funds between properties and changes in the Budget of less than 5% of the total line-item amount do not require prior written approval, but Grantee must provide notice to the Grant Administrator.

Except as otherwise provided above, reallocations of funds between properties and changes in the Budget equal to or greater than 5% of the total line-item amount will be allowed only upon prior review and written approval by the Grant Administrator.

Project Name	Junction McGraw	Kettering	Eastern Market	Project Orb: AAM(American Axle)	Packard
Type of Site	Industrial	Industrial	Industrial	Industrial	Industrial
Address	5555 McGraw	6101 Van Dyke	Mack Ave / St. Aubin	Holbrook/St. Aubin	1580 E. Grand Blvd
Acres	30 acres	12 acres	19 acres	50	
Type	Infrastructure	Demolition	Infrastructure	Infrastructure	Demolition, infrastructure
Status	Proposed Development	Site Readiness	Site Readiness	Proposed Corporate Exp + Development	Site Readiness
Estimated Private Development Costs	\$ 51,200,000.00	\$ 22,400,000.00	\$ 36,224,000.00	\$ 460,000,000.00	
State Funds	\$ 2,038,431.00	\$ 4,091,220.00	\$ 1,598,718.00	\$ 5,000,000.00	\$ 12,271,631.00
Scope of Work	Relocate existing sewer within Junction Ave, approx 1,155 ft in total length. Structurally reinforce existing sewer within 32nd St, approx 775 ft in total length. Vacate several public rights-of-way in the surrounding area.	Abatement and demolition of the former Kettering High School, the building is approx 250,000 SF. Abatement and demolition of miscellaneous site structures and adjacent parking lot.	Reconstruction of rights-of-way, include: Erskine Street from Russell St. to Orleans St, Approx 450 linear ft. St Aubin St. from Mack Ave to Canfield St, Approx 2,055 linear ft. Illinois St., from Dequindre Railroad to St Aubin St, Approx 720 linear ft. Superior St., from Dequindre Railroad to St Aubin St, Approx 710 linear ft.	Support site preparation to redevelop and reactivate legacy manufacturing property adjacent to the American Axle HQ campus for an office/research and supplier park. The investment supports the concentration of the company's EV investment in Detroit & Michigan rather than competing int'l and other domestic locations. (AAM is seeking \$100M in statutory and discretionary incentives via Critical Industry Program (\$5M), RZ, PA 198, BDP, TIF)	Total and partial demolition of above-ground structures; abatement and environmental response and remediation activities; subsurface structure and removal; stabilization and partial exterior rehabilitation of retained structures; infrastructure relocation; and associated site preparation activities for future development.
Expense Detail	\$1.1M Design + Engineering \$1.9M Site Preparation \$3.1M Construction \$6.1M Total Budget	\$1.4M Site Preparation \$900,000 Environmental Remed. \$1.7M Demolition \$4.09M Total Budget	\$969,000 Design \$4.104M Construction \$627,000 Constuction, Engineering & Inspection \$5.7M Total Budget	Budget is preliminary. This is a competitive project that requires flexibility on uses of \$5M to support site readiness on the site. The company's planned investment is \$460M.	
Lead Parcel/Address	Parcel ID: 16013104 and 16013115, et.al (see attached map and additional parcels)	Parcel ID: 17010007-42 (see attached map)	Parcel ID: None, proposed work in right of way. Parcel ID of Project Beneficiaries: 07001978-82, 09002034-50, Et Al.	Parcel ID: 09004727-38 (see attached map that highlights AAM owned parcels and attached parcel list)	Parcel ID: 15011568.019 Et Al.
Potential Jobs	450	180	291	1,110	345
Cost Per Job (SOM)	\$ 4,529.85	\$ 22,729.00	\$ 5,493.88	\$ 4,505	\$ 35,570
Total Budget	\$ 25,000,000.00				
Direct Jobs Created	2,376				
Avg. SOM Cost Per Job	10,522				

**FIRST AMENDMENT
TO
GRANT AGREEMENT**

This FIRST AMENDMENT (“Amendment”) to that certain Grant Agreement is entered into by and between **CITY OF DETROIT**, a Michigan municipal corporation, (the “Grantee”), and the **STATE LAND BANK AUTHORITY**, a Michigan public body corporate and politic, (the “SLBA”), is made to amend that certain Grant Agreement by and between the Grantee and SLBA, attached hereto and incorporated herein by reference as EXHIBIT A (the “Contract”). Grantee and the SLBA may each be referred to herein as a “Party” or collectively as the “Parties” to this Amendment, as applicable.

WITNESSETH:

WHEREAS, the SLBA and Grantee signed the Contract for the purpose of providing the Grantee with grant funding in the amount of Twenty-Five Million Dollars (\$25,000,000.00) in exchange for work to be performed pursuant to Section 1094f(1)(b) of PA 166 of 2022.

WHEREAS, the Parties mutually desire to modify and amend the Contract, subject to all applicable general conditions set forth therein, and as set forth below.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby severally acknowledged, and in consideration of the foregoing as well as the benefits to accrue to the Parties and to the public from this Amendment, the SLBA and Grantee hereby agree to amend the Contract as follows:

1. LIABILITY. Section XI of the Contract is hereby amended and restated in its entirety as follows:

XI. LIABILITY.

A. Each Party to the Contract must seek its own legal representation and bear its own legal costs, including judgments, in any litigation which may arise from the performance of this Contract. It is specifically understood and agreed that neither Party will indemnify the other party in any such litigation.

B. Nothing in this Contract should be construed as a waiver of any governmental immunity by the Grantee, the SLBA, State, its agencies, or employees as provided by statute or court decisions.

2. TERMINATION. Section XXI.A.b. of the Contract is hereby amended and restated in its entirety as follows:

Immediately, and without further liability to the SLBA, if any employee, agent, contractor, or subcontractor of the Grantee involved in the management and/or implementation of the Contract, its purpose, and/or project scope is:

- i. convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
- ii. convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
- iii. convicted under State or federal antitrust statutes;
- iv. convicted of any other criminal offense that, in the sole discretion of the SLBA, reflects on the Grantee's business integrity; or
- v. added to the federal or state Suspension and Debarment list.

3. DISCLOSURE OF LITIGATION. Section XXIV of the Contract is hereby amended and restated in its entirety as follows:

XXIV. DISCLOSURE OF LITIGATION.

Except as otherwise previously disclosed, Grantee shall disclose immediately any criminal litigation, investigations, or proceedings involving the Grantee or any of Grantee's elected officials or employees involved in the management and/or implementation of the Contract, its purpose, and/or its project scope.

4. FULL FORCE AND EFFECT. Except where amended by this Amendment, all other terms, conditions, and covenants in the Contract shall remain in full force and effect as set forth in the Contract.

5. CAPITALIZED TERMS. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them as set forth in the Contract.

6. EFFECTIVE DATE. This Amendment will become effective as of the date upon which it has been duly signed and executed by an authorized representative of each of the Parties, approved as to form by City of Detroit Corporation Counsel or its authorized delegate, authorized by resolution of City Council as applicable, and has been signed by City of Detroit's Chief Procurement Officer ("Effective Date"). This Amendment will remain in effect until either the expiration of the Contract Period, or upon the earlier termination of the Contract by the Parties.

[Remainder of page intentionally left blank; signatures appear on next page.]

**SIGNATURE PAGE
TO
FIRST AMENDMENT**

IN WITNESS WHEREOF, the Parties have executed this Amendment to the Contract as of the dates shown below, to be effective as of the Effective Date.

GRANTEE:

SLBA:

CITY OF DETROIT,
a Michigan municipal corporation,

**STATE LAND BANK
AUTHORITY,** a Michigan public
body corporate and politic

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED BY CORPORATION COUNSEL
PURSUANT TO 7.5-206 OF THE 2012
CHARTER OF CITY OF DETROIT

Corporation Counsel Date

EXHIBIT A
The Contract

[attached hereto]

**STATE LAND BANK AUTHORITY
GRANT AGREEMENT
WITH
CITY OF DETROIT**

This Grant Agreement (“Contract”) is made between the State Land Bank Authority (the “SLBA”) and the City of Detroit (the “Grantee”). The SLBA and Grantee shall sometimes be referred to in this Contract individually as a “Party” or collectively as “Parties”.

Grantee: The Honorable Michael E. Duggan, Mayor
City of Detroit
2 Woodward Avenue, Suite 1126
Detroit, Michigan 48226

I. PURPOSE AND PROJECT SCOPE.

- A. The purpose of this Contract is to provide funding in the amount of up to Twenty-Five Million Dollars (\$25,000,000) in exchange for work to be performed for the projects pursuant to Section 1094f(1)(b) of PA 166 of 2022. The SLBA is authorized to provide grant assistance pursuant to PA 166 of 2022. This Contract is subject to the terms and conditions specified herein.
- B. This Contract and its exhibits constitute the entire Contract between the SLBA and the Grantee and may be modified only by written agreement between the SLBA and the Grantee.
- C. The scope of this project is limited to the activities specified in Exhibits A and B, and such activities as are authorized by the SLBA under this Contract. Any change in project scope requires prior written approval in accordance with Section IV, Changes, of this Contract.
- D. By acceptance of this Contract, the Grantee commits to complete the projects identified in Exhibits A and B within the time period allowed for in this Contract and in accordance with the terms and conditions of this Contract.

II. CONTRACT PERIOD.

Contract Start Date: October 6, 2022
Contract End Date: September 30, 2024

Upon signature by the SLBA, the Contract shall be effective from the Contract Start Date until the Contract End Date specified above. The SLBA shall have no responsibility to provide funding to the Grantee for project work performed except between the Contract Start Date and the Contract End Date specified above. Unless otherwise agreed to in writing, expenditures made by the Grantee prior to the Contract Start Date or after the Contract End Date of this Contract are not eligible for payment under this Contract.

III. CONTACTS.

SLBA Contact:

Linda Horak (“Grant Administrator”)
Post Office Box 30766
Lansing, Michigan 48909
(517) 648-1195
horakl@michigan.gov

Grantee Contact:

Nicole Sherard-Freeman
Group Executive, City of Detroit
Coleman A Young Municipal Center
2 Woodward Ave, 11th Floor, Detroit, MI 48226
sherardfreemann@detroitmi.gov

IV. CHANGES. Any changes to this Contract shall be requested by the Grantee in writing and approved by the SLBA in writing. The SLBA reserves the right to deny requests for changes to the Contract or to the exhibits. No changes can be implemented without written approval by the SLBA.

V. GRANTEE REPORTING REQUIREMENTS. The Grantee shall submit the reporting requirements for the projects as specified in Exhibit A, Projects Requirements and Scope, of this Contract. All reports, unless otherwise stated in this Contract, shall be made to the SLBA at the address set forth in Section III, or electronically as SLBA may provide.

VI. GRANTEE RESPONSIBILITIES.

- A. The Grantee agrees to abide by all local, State, and federal laws, rules, ordinances, and regulations in the performance of this Contract.
- B. All local, State, and federal permits, if required, are the responsibility of the Grantee. Award of this Contract is not a guarantee of permit approval by the State.
- C. The Grantee shall be solely responsible to pay all taxes, if any, that arise from the Grantee’s receipt of this Contract.
- D. The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by the Grantee or its subcontractor under this Contract. The Grantee or its subcontractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in designs, drawings, specifications, reports, or other services.
- E. The SLBA’s approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The SLBA’s review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Contract or cause of action arising out of the performance of this Contract.
- F. The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the SLBA for the purpose of obtaining this Contract or any payment under the Contract and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the Contract.

G. The Grantee is responsible for the completion of all proper due diligence with regard to identifying and addressing potential environmental concerns prior to start of work. Commercial, institutional and/or industrial demolition sites must have, at a minimum, Asbestos Containing Material and Hazardous Material Survey and a Phase I Environmental Site Assessment, conducted per ASTM E1527-13, with consideration of any findings to be incorporated into the demolition specifications. All reporting requirements and appropriate precautions must be followed in the event any hazardous materials, contamination or Underground Storage Tanks are encountered. Only activities specified in this Contract are eligible for reimbursement.

VII. **ASSIGNABILITY.** The Grantee shall not assign this Contract or assign or delegate any of its duties or obligations under this Contract to any other party without the prior written consent of the SLBA. The SLBA does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VIII. **SUBGRANTEES AND SUBCONTRACTS.** The Grantee is solely responsible for all contractual activities performed under this Contract. Further, the SLBA will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Contract. All contractors, subcontractors, subgrantees, or others used by the Grantee in performing the project shall be subject to the provisions of this Contract and shall be licensed and qualified, as appropriate, to perform the duties required. Contractors must be procured through a competitive procurement process.

IX. **NON-DISCRIMINATION.** The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, State, and local fair employment practices and equal opportunity laws. Grantee covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

In addition, as provided in Executive Directive 2019-09, any contractor or subcontractor shall not discriminate against any employee or applicant for employment with respect to his or her hire, terms, tenure, conditions or privileges of employment, or any matter directly or indirectly related to employment because of religion, race, color, national origin, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the individual's ability to perform the duties of a particular job or position.

The Grantee agrees to include in every contract or subcontract entered into for the performance of this Contract this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Contract.

X. **UNFAIR LABOR PRACTICES.** The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XI. LIABILITY.

- A. Grantee must defend, indemnify and hold the SLBA, State of Michigan, its departments, divisions, agencies, offices, commissions, officers, and employees (collectively the "State") harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Grantee (or any of Grantee's employees, agents, subgrantees, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Grantee (or any of Grantee's employees, agents, subgrantees, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Grantee (or any of Grantee's employees, agents, subgrantees, or by anyone else for whose acts any of them may be liable).
- B. The State or SLBA will notify Grantee in writing if indemnification is sought; however, failure to do so will not relieve Grantee, except to the extent that Grantee is materially prejudiced. Grantee must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.
- C. The State and SLBA are entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State or SLBA deems necessary. Grantee will not, without the State's or SLBA's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State or SLBA employee, official, or law may be involved or challenged, the State or SLBA may, at its own expense, control the defense of that portion of the claim.
- D. Nothing in this contract should be construed as a waiver of any governmental immunity by the Grantee, the SLBA, State, its agencies, or employees as provided by statute or court decisions.

XII. CONFLICT OF INTEREST. No employee, officer, director, appointee or elected official of the Grantee's or subgrantee's organization or governing body, or their families, shall benefit financially from any part of this Contract.

XIII. ANTI-LOBBYING. Grantee shall not use any of the grant funds awarded in this Contract for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2): "Lobbying" means communicating directly with an official of the executive branch of State government or an official in the legislative branch of State government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Contract for the purpose of litigation against the SLBA. Further, the Grantee shall require that language of the assurances in this section be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION. By signing this Contract, the Grantee certifies to the best of its knowledge and belief that it, its agents, and its contractor(s), subcontractor(s), subgrantee(s) and others:

- A. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal department or the State.
- B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, SLBA, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- C. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in subsection (B).
- D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, State, or local) terminated for cause or default.
- E. Will comply with all applicable requirements of all other State or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS. Pursuant to MCL 18.1470 the SLBA (or its designee) reserves the right to conduct a programmatic and financial audit of the project, and the SLBA may withhold payment until the audit is satisfactorily completed. The Grantee is required to maintain all pertinent records and evidence pertaining to this Contract, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the SLBA. The financial and accounting records associated with this Contract shall be made available to SLBA, its designee, and the auditor general, upon request, during the terms of this Contract and any extension of this Contract and for three (3) years after the Contract End Date or final payment under the Contract, whichever is later. The Grantee will provide proper facilities for such access and inspection.

XVI. INSURANCE. The Grantee shall require all contractors and subcontractors providing activities or services to be reimbursed under this Contract to carry, and show proof of coverage, of business liability, automobile and workman's compensation insurance at levels consistent with Grantee's contracting policies and contracts.

XVII. OTHER SOURCES OF FUNDING. The Grantee guarantees that any claims made to the SLBA under this Contract must not be financed by any source other than the SLBA under the terms of this Contract. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the SLBA, the total amount representing such duplication of funding.

XVIII. COMPENSATION.

- A. An initial advance of \$12,500.00.00 shall be made to the Grantee upon receipt by the Grant Administrator of a signed Agreement and a request for advance from the Grantee.
- B. Additional funds shall only be disbursed after verification that the initial payment has been fully expended, in accordance with the budget and activities specified in Exhibits A and B. The Grantee must provide sufficient documentation, as determined by the SLBA, to verify that all expenditures were made in accordance with budget and activities specified in Exhibits A and B. Such documentation shall indicate grant funds received to date, project expenditures to date (supported with computer printouts of accounts, general ledger sheets, balance sheets, etc.), and objectives completed to date. Backup documentation such as computer printouts of accounts, ledger sheets, check copies, etc. shall be maintained for audit purposes in order to comply with this Contract.
- C. The SLBA will reimburse the Grantee a total amount not to exceed the amount specified in Section I of this Contract, and only for acceptable expenses incurred for this project. All other costs necessary to complete the project are the sole responsibility of the Grantee. Unless and until SLBA receives all required, requested and necessary documents from Grantee, it shall not be liable for any payments to Grantee.
- D. Unless otherwise agreed to in writing, expenses incurred by the Grantee prior to the Contract Start Date or after the Contract End Date of this Contract are not allowed under the Contract.
- E. The SLBA will approve payment requests after approval of reports and related documentation as required under this Contract.
- F. The SLBA reserves the right to request additional information necessary to substantiate payment requests.
- G. Public Act 533 of 2004 requires that payments under this Contract be processed by electronic funds transfer (EFT). Grantee is required to register to receive payments by EFT at the State Integrated Governmental Management Applications (SIGMA) Vendor Self Service (VSS) website (www.michigan.gov/VSSLogin).

XIX. CLOSEOUT.

- A. Upon issuance of final payment from the SLBA, the Grantee releases the SLBA of all claims against the SLBA arising under this Contract. Unless otherwise provided in this Contract or by law, final payment under this Contract shall not constitute a waiver of the SLBA's claims against the Grantee.
- B. The Grantee shall immediately refund to the SLBA any payments in excess of the costs allowed by this Contract.

XX. CANCELLATION. This Contract may be canceled by the SLBA, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request

by the Grantee, or upon mutual agreement by the SLBA and Grantee. The SLBA reserves the right to provide just and equitable compensation to the Grantee for all satisfactory work completed under this Contract.

XXI. TERMINATION.

A. This Contract may be terminated by the SLBA, for among other things, as follows:

- a. Upon 30 days written notice to the Grantee:
 - i. if the Grantee fails to comply with the terms and conditions of the Contract, or with the requirements of the authorizing legislation (PA 166 of 2022) or other applicable law or rules;
 - ii. if the Grantee knowingly and willingly presents false information to the SLBA for the purpose of obtaining this Contract or any payment under this Contract;
 - iii. if the SLBA finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the SLBA in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract;
 - iv. during the 30-day written notice period, the SLBA shall also withhold payment for any findings under subparagraphs i-iii, above; or
 - v. if the Grantee or any contractor, subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs (LARA) or its successor.
- b. Immediately and without further liability to the SLBA if the Grantee, or any agent of the Grantee, or any agent of any contractor or subcontractor is:
 - i. convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
 - ii. convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
 - iii. convicted under State or federal antitrust statutes;
 - iv. convicted of any other criminal offense that, in the sole discretion of the SLBA, reflects on the Grantee's business integrity; or
 - v. added to the federal or state Suspension and Debarment list.

B. If the Contract is terminated, the SLBA reserves the right to require the Grantee to repay all or a portion of funds received under this Contract.

XXII. NOTIFICATION OF DELAYS. The Grantee shall inform the SLBA's Contact of any delays in the start-up of the project and any delays in progress toward completion of the project. Any change to the Contract End Date must be approved by SLBA as set forth in Section IV.

The individuals signing below certify by their signatures that they are authorized to sign this Contract on behalf of their organization, and that the Parties will fulfill the terms of this Contract, including the attached Exhibits A and B, and used only as set forth herein.

- XXIII. PUBLICITY.** Grantee shall cooperate with SLBA and coordinate with SLBA for all press releases and public events regarding the projects, including, but not limited to, being available for and attending press events for state and local representatives.
- XXIV. DISCLOSURE OF LITIGATION.** Except as otherwise previously disclosed, Grantee shall disclose immediately any criminal litigation, investigations or proceedings involving the Grantee or any of the Grantee's elected officials or employees.
- XXV. TERMINATION OF FUNDING.** If the State of Michigan legislature or the State of Michigan government fails to provide or terminates the funding necessary for SLBA to fund this Contract, SLBA may terminate this Contract. Upon such termination of funding, SLBA shall have no further obligation to provide grant funds.

(remainder of page intentionally left blank)

The signatories below warrant that they are empowered to enter into this Contract.

GRANTEE ACCEPTANCE:

City of Detroit

Dated: _____

By: Michael E. Duggan
Its: Mayor of the City of Detroit

SLBA ACCEPTANCE:

State Land Bank Authority

Dated: _____

By: Emily Doerr
Its: Executive Director

EXHIBIT A

PROJECT REQUIREMENTS AND SCOPE

- I. **PROJECT LOCATION.** The Grantee agrees to perform or to assume responsibility for the performance of all functions and tasks contained herein in order to complete the blight elimination activities of the properties listed below:

Project Name: Junction McGraw
Parcel Number: 16013104 and 16013115, et al. (approximately 170 additional parcels)
Commonly known as: 5555 McGraw, Detroit, Michigan

Project Name: Kettering
Parcel Number: 17010007-42
Commonly known as: 6101 Van Dyke, Detroit, Michigan

Project Name: Eastern Market
Parcel Number: None, proposed work in public right of way.
• Parcel ID of Project Beneficiaries: 07001978-82, 09002034-50, et al.
Commonly known as: Mack Avenue and St. Aubin, Detroit, Michigan

Project Name: American Axle & Manufacturing
Parcel Number: 09003645 and 07001660-778, et al. (approximately 12 additional parcels)
Commonly known as: Holbrook and St. Aubin, Detroit, Michigan

Project Name: Packard Plant
Parcel Number: 15011568.019, et al.
Commonly known as: 1580 E. Grand Blvd., Detroit, Michigan

- II. **PROJECT REQUIREMENTS AND SCOPE.** The Grantee shall complete blight elimination activities as provided in PA 166 of 2022 at the properties identified in Section I of this Exhibit A by the Contract End Date:

- A. The Grantee shall carry out the blight elimination activities in accordance with the requirements set forth in this project scope and PA 166 of 2022.
- B. The Grantee shall coordinate blight elimination activities, ensuring that all approvals and permits are in place prior to the start of work.
- C. The Grantee shall ensure compliance with all requirements related to lead-based paint, asbestos and other hazardous materials and notify the appropriate state or local agencies or Michigan Department of Environment, Great Lakes, and Energy (EGLE) if required by law. Further details and requirements are located on the following websites:

- http://michigan.gov/deq/0,1607,7-135-3310_4106-11856--,00.html
- http://michigan.gov/deq/0,1607,7-135-3307_29693_30031---,00.html

- https://www.michigan.gov/lara/0,4601,7-154-89334_11407_15333_15369---,00.html
- https://www.hud.gov/program_offices/healthy_homes/healthyhomes/lead
- <http://www.epa.gov/asbestos>.

- D. Demolition includes abatement of hazardous materials, the complete razing and removal of a structure and basement or foundation, removal of associated drives and parking areas, fill with approved fill dirt, topsoil and seeding of the site, or an alternative approved by the Grantee. All work is to be completed in compliance with all local and state laws and regulations.
- E. Clearance of sites includes removal and disposal of all materials and debris offsite in compliance with federal, state or local requirements; providing for erosion control; and other incidentals necessary to satisfactorily complete the structure removal. All debris shall go to a licensed Type I or Type II landfill. Copies of the landfill receipts for every load removed from the project site must be maintained for each day and made available for inspection as requested.
- F. The Grantee is responsible for:
- a. Providing qualified personnel, equipment, materials and other resources necessary to perform activities in order to complete blight elimination activities of the property identified in Section I of this Exhibit A by the Contract End Date.
 - b. Ensuring adequate quality control.
 - c. Maintaining documents and records related to all the activities carried out under the Contract. The Grantee shall maintain current, accurate and complete records according to and in compliance with all applicable federal, State and local requirements and Section XV of the Contract.
 - d. Identifying a Project Manager or designated representative who will serve as the Grantee's contact person and who has final authority for the Grantee on all matters relating to the Contract.
 - e. Coordinating with SLBA on matters relating to the project requirements, including completion, or any items that require immediate attention or that impact on the results or quality of the work to be performed.
 - f. Accuracy of the work performed. Grantee is required to make all necessary revisions or corrections resulting from errors and omissions on the part of the Grantee without additional funding. Acceptance of the work by SLBA will not relieve the Grantee of the responsibility for subsequent correction of any such errors and omissions.

- G. The Grantee shall submit to the SLBA quarterly performance (January 1, April 1, July 1, October 1) reports that briefly present the following information:
 - a. Percent of completion of the project objectives. This should include a brief outline of the work accomplished during the reporting period and the work to be completed during the subsequent reporting period.
 - b. Brief description of problems or delays, real or anticipated, which should be brought to the attention of the SLBA.
 - c. Statement concerning any significant change from the previously agreed upon Statement of Work or funding allocation for each site.

- H. The Grantee shall submit to the SLBA no later than forty-five (45) calendar days after the Contract End Date a final report that briefly presents the following information:
 - a. A summary of the project implementation plan and any deviations from the original project as proposed.
 - b. Accomplishments and problems experienced while carrying out the project activities.
 - c. Impacts, anticipated and unanticipated, experienced as a result of the project implementation.
 - d. Financial expenditures of award money and other contributions to the project, in-kind and/or direct funding.
 - e. Actual budget expenditures compared to the Budget in this Contract. Include the basis or reason for any discrepancies.
 - f. Coordinated efforts with other organizations to complete the project.
 - g. Anticipated future redevelopment and subsequent increase in tax base.
 - h. Number of tax foreclosed properties returning to the tax roll.

III. PROJECT REIMBURSEMENT AND COMPLETION. The SLBA will approve payment(s) upon satisfactory completion and documentation of the blight elimination and all associated activities.

Approval for payment of funds will be made by SLBA based on satisfactory submission of a Request for Payment Form and supporting documentation. The format for the Request for Payment Form is included as Exhibit C.

EXHIBIT B

BUDGET

The Grantee agrees that all funds shown in the Budget and related attachments are to be spent as detailed in the Budget and related attachments.

This Contract does not commit the State or SLBA to approve requests for additional funds at any time.

Reallocations of funds between properties and changes in the Budget of less than 5% of the total line-item amount do not require prior written approval, but Grantee must provide notice to the Grant Administrator.

Except as otherwise provided above, reallocations of funds between properties and changes in the Budget equal to or greater than 5% of the total line-item amount will be allowed only upon prior review and written approval by the Grant Administrator.

Project Name	Junction McGraw	Kettering	Eastern Market	Project Orb: AAM(American Axle)	Packard
Type of Site	Industrial	Industrial	Industrial	Industrial	Industrial
Address	5555 McGraw	6101 Van Dyke	Mack Ave / St. Aubin	Holbrook/St. Aubin	1580 E. Grand Blvd
Acres	30 acres	12 acres	19 acres	50	
Type	Infrastructure	Demolition	Infrastructure	Infrastructure	Demolition, infrastructure
Status	Proposed Development	Site Readiness	Site Readiness	Proposed Corporate Exp + Development	Site Readiness
Estimated Private Development Costs	\$ 51,200,000.00	\$ 22,400,000.00	\$ 36,224,000.00	\$ 460,000,000.00	
State Funds	\$ 2,038,431.00	\$ 4,091,220.00	\$ 1,598,718.00	\$ 5,000,000.00	\$ 12,271,631.00
Scope of Work	Relocate existing sewer within Junction Ave, approx 1,155 ft in total length. Structurally reinforce existing sewer within 32nd St, approx 775 ft in total length. Vacate several public rights-of-way in the surrounding area.	Abatement and demolition of the former Kettering High School, the building is approx 250,000 SF. Abatement and demolition of miscellaneous site structures and adjacent parking lot.	Reconstruction of rights-of-way, include: Erskine Street from Russell St. to Orleans St, Approx 450 linear ft. St Aubin St. from Mack Ave to Canfield St, Approx 2,055 linear ft. Illinois St., from Dequindre Railroad to St Aubin St, Approx 720 linear ft. Superior St., from Dequindre Railroad to St Aubin St, Approx 710 linear ft.	Support site preparation to redevelop and reactivate legacy manufacturing property adjacent to the American Axle HQ campus for an office/research and supplier park. The investment supports the concentration of the company's EV investment in Detroit & Michigan rather than competing int'l and other domestic locations. (AAM is seeking \$100M in statutory and discretionary incentives via Critical Industry Program (\$5M), RZ, PA 198, BDP, TIF)	Total and partial demolition of above-ground structures; abatement and environmental response and remediation activities; subsurface structure and removal; stabilization and partial exterior rehabilitation of retained structures; infrastructure relocation; and associated site preparation activities for future development.
Expense Detail	\$1.1M Design + Engineering \$1.9M Site Preparation \$3.1M Construction \$6.1M Total Budget	\$1.4M Site Preparation \$900,000 Environmental Remed. \$1.7M Demolition \$4.09M Total Budget	\$969,000 Design \$4.104M Construction \$627,000 Constuction, Engineering & Inspection \$5.7M Total Budget	Budget is preliminary. This is a competitive project that requires flexibility on uses of \$5M to support site readiness on the site. The company's planned investment is \$460M.	
Lead Parcel/Address	Parcel ID: 16013104 and 16013115, et.al (see attached map and additional parcels)	Parcel ID: 17010007-42 (see attached map)	Parcel ID: None, proposed work in right of way. Parcel ID of Project Beneficiaries: 07001978-82, 09002034-50, Et Al.	Parcel ID: 09004727-38 (see attached map that highlights AAM owned parcels and attached parcel list)	Parcel ID: 15011568.019 Et Al.
Potential Jobs	450	180	291	1,110	345
Cost Per Job (SOM)	\$ 4,529.85	\$ 22,729.00	\$ 5,493.88	\$ 4,505	\$ 35,570
Total Budget	\$ 25,000,000.00				
Direct Jobs Created	2,376				
Avg. SOM Cost Per Job	10,522				

COMMENT HISTORY



Please DocuSign: 36_PUB-SLBA Blight Elimination FY 2023

Sender: Bashar Dimitry

Envelope Id: 23b0dc95-a87f-4c65-9862-22238c3c84f1

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Date Completed: 3/13/2023 | 2:07:01 PM

All Recipients

Jonathan Demers -3/2/2023 | 8:36:08 AM
Jonathan.Demers@detroitmi.gov

Pam/Cheryl - This is the original grant agreement prior to any negotiations. It has since been negotiated through an amendment (please call if you have questions about this), and that follows below immediately after this grant.

All Recipients

Jonathan Demers -3/2/2023 | 8:36:43 AM
Jonathan.Demers@detroitmi.gov

Pam/Cheryl - This is the beginning of the amendment which revised the grant agreement. The original grant agreement with the necessary budget and other attachments is included as an exhibit to this amendment.