



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 25, 2022

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 Meade Cut-Through & Knapp Library Connection Grant

The Invest Detroit Foundation has awarded the City of Detroit General Services Department with the Meade Cut-Through & Knapp Library Connection Grant for a total of \$550,000.00. There is no match requirement. The total project cost is \$550,000.00.

The objective of the grant is to make improvements to the Meade Cut-Through & Knapp Library Connection. The funding allotted to the department will be utilized to convert a string of vacant Land Bank parcels into a trail that allows for a pedestrian cut-through, giving residents in the middle of East Davison Village a more direct route to walk to Campau and Jayne Park. It will also create recreational space and allow Meade Street to serve as a direct pedestrian and bike route to various civic assets.

If approval is granted to accept and appropriate this funding, the appropriation number is 21108.

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

Sincerely,
DocuSigned by:

4D2BEEE23C8D489...

Terri Daniels
Director of Grants, Office of Development and Grants

CC:
Sajjiah Parker, Assistant Director, Grants

DocuSigned by:

42C91AA10FE84AD...

Office of Budget
DocuSigned by:

3925B7659A3D409...

Agreement Approved as to Form
By the Law Department



Office of Development and Grants

RESOLUTION

Council Member _____

WHEREAS, the General Services Department is requesting authorization to accept a grant of reimbursement from the Invest Detroit Foundation, in the amount of \$550,000.00, to make improvements to the Meade Cut-Through & Knapp Library Connection; 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 21108, in the amount of \$550,000.00, for the Meade Cut-Through & Knapp Library Connection Grant.



February 23, 2022

Sandra Yu Stahl
Director, General Services Department
City of Detroit
115 Erskine, Detroit 48201

RE: IDF Conditional Grant – Meade Cut-Through & Knapp Library Connection, Grant #3099

Dear Ms. Yu Stahl:

Invest Detroit Foundation (“**IDF**”), is pleased to award the City of Detroit, acting by and through its General Services Department (“**Grantee**”), a grant in the amount of \$550,000.00 (the “**Grant**”) on the terms and conditions set forth in this letter agreement (this “**Grant Agreement**”). IDF recognizes the important work of the Grantee and is pleased to support its efforts with this Grant.

Grant Representations, Warranties and Covenants

In accepting this Grant, Grantee makes the following representations, warranties and covenants to IDF:

- a. Grantee shall use all Grant funds solely for the purpose stated (the “**Purpose**”) in Grantee’s Scope of Work (the “**Scope**”) which describes the Meade Cut-Through & Knapp Library Connection (the “**Project**”) and is attached hereto as **Exhibit A**.
- b. Grantee shall repay any portion of the Grant that is not used for the Purpose, unless IDF expressly agrees, in writing, to a different use. Grantee must request in writing and receive advance approval from IDF for any substantive changes to the Purpose or line-item changes to the budget approved by IDF (the “**Budget**”) which amount to more than ten percent (10%) of the Grant, which Budget is listed within **Exhibit A**.
- c. Grantee shall notify IDF as soon as practical regarding any changes in key personnel of Grantee or of the Project, any change in address, phone number, or name of Grantee and any development that significantly affects the operation of the Project.
- d. Grantee shall maintain books and records adequate to verify Grantee’s use of Grant funds for a period of not less than three (3) years following the last expenditure by Grantee of the Grant funds. Grantee shall make such books and records available to IDF, at reasonable times and at its cost, for review and audit.
- e. Grantee is a tax-exempt organization as described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “**Code**”) or a governmental entity or political subdivision of a State within the United States of America; (ii) has received an IRS determination letter that qualifies it as a public charity under Section 509(a)(1) or (2) of the Code, or Section 509(a)(3) of the Code as a supporting organization (supporting organizations are required to complete and

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submit a Supporting Organization Attachment); (iii) has not had notice of a change of its non-private foundation status published by the IRS nor received notice from the IRS that it will be deleted from such status; (iv) has not, since the date of its determination letter, to the best of its knowledge and belief, changed its basic purposes or the manner of conducting its affairs in any way that might affect the continuation of its tax-exempt or non-private foundation status; and (v) knows of no basis on which the organization could be considered to be controlled directly or indirectly by IDF. Grantee is a United States legal entity, duly formed, validly existing and in good standing in the jurisdiction in which it was formed. Grantee has the legal power and authority to conduct its business and operations as currently conducted and as proposed to be conducted, to execute and deliver this Grant Agreement, and to perform this Grant Agreement in accordance with these terms and conditions.

Grantee Certification

Grantee certifies that Grantee will not use the Grant funds for any of the following: (a) carrying on propaganda, or otherwise attempting, to influence legislation (within the meaning of Section 4945(d)(1) of the Code), (b) influencing the outcome of any specific public election, (c) carrying on, directly or indirectly, any voter registration drive (within the meaning of Section 4945(d)(2) of the Code), (d) inducing or encouraging violations of law or public policy, or (e) causing any private inurement or improper private benefit to occur. Grantee will not utilize Grant funds in a manner that would jeopardize IDF's status as tax-exempt organization described in Section 501(c)(3) of the Code and Grantee will utilize the Grant solely for the charitable purposes described in this Grant Agreement, consistent with IDF's charitable mission.

Reporting

A final report shall be due to IDF thirty (30) days after the term of this Grant ends. If it appears to Grantee that it will be unable to meet any report deadline, it must contact IDF in advance to request an extension. Failure to do so may constitute breach of a material term of this Grant Agreement.

Final reports should:

- List the goals and objectives as stated in the original Scope/request to IDF. For each goal and objective, please provide a description of accomplishments using pertinent data to support your conclusions.
- What effects did the Grant have on the underlying need or specific project?
- What was the community impact of the Project?
- What is your overall rating of success of the Project?
- Did Grantee encounter any unanticipated issues in terms of Project implementation or outcomes? If so, please describe.
- An expenditure report of Grant funds, including a detailed comparison of actual expenses to the approved line-item budget, including an explanation for any overages and/or unspent Grant funds and a revised budget, if appropriate.

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Grantor reserves the right to request an interim progress report at any time. If requested, then Grantee will have thirty (30) days to respond to the request with written reports showing the use of the Grant for the Purpose and/or progress toward meeting the terms of this Grant Agreement.

Payment and Term

The term of this Grant is until December 31, 2023 (the “**Grant Period**”). Any Grant funds not expended during the Grant Period must be promptly returned to IDF, unless an extension of the Grant Period has been approved by IDF in writing. Any Grant funds not expended for the Purpose as shown in the Budget, must be promptly returned to IDF within thirty (30) days of the end of the Grant Period or earlier termination of the Grant Agreement.

Grant funds will be disbursed to Grantee to reimburse Grantee for costs and expenses incurred by Grantee in connection with the Project as set forth in the Budget, including payments to contractors, consultants, and other third-party vendors (each a “**Vendor**”). Immediately upon Grantee’s incurrence of a monetary obligation to compensate a Vendor for such Vendor’s work in furtherance of the Project, the Grantee may invoice IDF for the full amount of such monetary obligation. Within thirty (30) days following the date of such invoice, IDF shall provide reimbursement by way of payment to the Grantee, not to exceed the remaining balance of this Grant. Grantee’s receipt of Grant funds is conditioned upon Grantee incurring costs and expenses in connection with the Project. If Grantee does not incur costs and expenses in connection with the Project or does not incur costs and expenses in the full amount of the Grant, it shall not be entitled to such Grant funds or such excess Grant funds, as applicable.

IDF shall create and maintain a written register (the “**Register**”), which must make express reference to this Grant Agreement and must identify this Grant as eligible for reimbursement under this Grant Agreement. Upon IDF approval and reimbursement of invoices from the Grantee, IDF shall update the Register accordingly.

Termination or Withholding of Payment

IDF reserves the right, in its sole discretion, to discontinue funding of the Grant, terminate this Grant Agreement, or both if: (a) IDF is not reasonably satisfied with Grantee’s progress on the Project; (b) there are significant changes to Grantee’s leadership or other factors IDF reasonably believes may threaten the Project’s success; or (c) Grantee fails to comply with this Grant Agreement. In the event of discontinuation or at the close of this Grant Agreement, any unexpended Grant funds shall immediately be returned to IDF, except where IDF has agreed to an alternative use of the unused Grant funds.

Additional Terms and Conditions

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Grantee will request in writing and receive advance written approval from IDF for any substantive changes to the Purpose or the Project, any line-item changes to the Budget, which amount to more than ten percent (10%) of the Grant, or any extension of the Grant Period.

Grantee's Budget and any other correspondence with respect to the Grant are an expression of Grantee's expenditure intentions and do not constitute earmarking of Grant funds for any other purpose or project or for transmittal to any other entity or person.

Grantee shall be solely responsible for the supervision, direction and control of the activities undertaken with the support of the Grant funds.

Each party to this Grant Agreement shall be responsible for any liability, claim, loss, damage or expenses, including without limitation, reasonable attorneys' fees, arising from its negligent acts or omissions in connection with its performance of this Grant Agreement, or its failure to comply with the terms of this Grant Agreement, as determined by a court of competent jurisdiction.

Grantee agrees that it will use the Grant funds in compliance with all applicable anti-terrorists financing and asset control laws, regulations, rules, and executive orders, including, but not limited to the USA Patriot Act of 2001 and Executive Order 13224. Grantee represents and warrants that is in compliance, and will comply, with all Federal, state and local laws, rules and regulations applicable to its business and operations. Neither Grantee, nor any individual or entity holding a material ownership interest in Grantee, nor any agent, employee, officer, director, or member thereof, is listed in any sanctions-related list of designated persons maintained by the Office of Foreign Assets Control of the U.S. Department of Treasury, the U.S. Department of State, or other applicable authority. Grantee will not directly or indirectly use the Grant for the benefit of any sanctioned person.

Nothing contained in this Grant Agreement shall be deemed to constitute either party a legal partner, joint venturer, employee or agent of the other party for any purpose.

The failure of IDF to exercise any of its rights under this Grant Agreement shall not be deemed to be a waiver of such rights.

The Grant is made with the understanding that IDF has no obligation to provide other or additional support or grants to Grantee. Please consult with your personal legal, financial, investment, tax and accounting advisors at your own expense for professional advice that is tailored to your particular needs.

This Grant Agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes any and all prior written or oral agreements or understandings with respect to the subject matter hereof. This Grant Agreement may not be amended or modified, except in a writing signed by both parties. Any provisions of this Grant Agreement that contemplate their continuing effectiveness shall survive the expiration or termination of this Grant Agreement.

This Grant Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Michigan, applicable to contracts to be performed wholly within said state. Grantee hereby waives the right to any jury trial in any action, proceeding, or counterclaim brought by either party against the other.

This Grant Agreement may be executed manually or electronically (including by digital means) in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Electronic signatures that are adopted by a person with the intent to sign this Grant Agreement shall be legally effective and enforceable against the party represented by such person.

To show Grantee's acceptance of the terms and conditions of this Grant Agreement, please sign below and return a copy of this Grant Agreement to IDF.

We extend our best wishes for continued success in your endeavors.

Sincerely,

Invest Detroit Foundation

Carrie Lewand-Monroe

Carrie Lewand-Monroe
Executive Vice President, Strategy & Programs

ACKNOWLEDGED AND AGREED:

City of Detroit, General Services Department

By: _____

Name: Sandra Yu Stahl

Title: Director, General Services Department

Date: _____

EXHIBIT A

SCOPE OF WORK INCLUDING BUDGET

(see attached)

2/4/2022



Invest Detroit
600 Renaissance Center, Suite 1710
Detroit, MI 48243
Attn: Carrie Lewand-Monroe

Re: American Axle funding request number **01** pursuant to "IDF Grant – Meade Cut-Through & Knapp Library Connection" ("Meade & Knapp Grant Agreement") between the City of Detroit and Invest Detroit Foundation, dated 2/22/2022.

Dear Ms. Lewand-Monroe:

The City of Detroit desires to proceed with design and construction of improvements to **The Meade Cut-Through & Knapp Library Connection** ("Individual Project") and are submitting this request for Invest Detroit to guarantee the availability of funding for this Individual Project. Pursuant to the Meade & Knapp Grant Agreement, we have attached the following documentation to this request for funding of the Individual Project:

- Scope of work
- Budget
- Projected timeline including any relevant benchmarks/milestones

Cost of this Individual Project will be split as follows:

- City of Detroit (Amount, Percent of Total) **\$0 / 0%**
- Grant Funds/Invest Detroit Foundation (Amount, Percent of Total) **\$550,000 / 100%**

The City of Detroit respectfully requests that Invest Detroit review and approve this Individual Project and add it to the written Register as referenced in the Meade & Knapp Grant Agreement. Once added to the Register please notify us to proceed with the project.


Funding disbursements may be submitted to:

Payee Name _____
 Bank Name _____
 Account Name _____
 Account Number _____
 Routing Number _____

If you have any questions or concerns regarding this request, please contact **JEFF KLEIN** at **313.400.5014** kleinj@detroitmi.gov

Sincerely,

The City of Detroit General Services Department,

By:  02/11/2022

Name: **JEFF KLEIN**

Its: **DEPUTY CHIEF OF LANDSCAPE ARCHITECTURE**

BUDGET				
MEADE CUT THROUGH				
	BUDGET SUMMARY	BUDGET \$	PERCENT BUDGET	SOURCE
	OVERALL BUDGET	\$ 550,000.00	100%	PHILANTHROPIC
	AMOUNT BUDGETED PHILANTHROPIC	\$550,000.00	100%	PHILANTHROPIC
	AMOUNT BUDGETED CITY	\$0.00	0%	CITY

DATE	BUDGET REQUEST	REQUEST AMOUNT	SOURCE	BALANCE AFTER REQUEST
2/11/2022	MEADE CUT THROUGH	\$ 500,000.00	PHILANTHROPIC	\$50,000.00
2/11/2022	Knapp Library Connection	\$ 50,000.00	PHILANTHROPIC	\$0.00



AB FORD LENOX - BUILDING –Schedule

FEBRUARY 2022	APRIL 2022	MAY 2022	JUNE 2022	JULY 2022	AUGUST – SPRING 2023	SPRING 2023
• INVEST REQUEST	BID CYCLE	BID CYCLE	BID CYCLE	CONSTRUCTION	CONSTRUCTION	ANTICIPATED GROUND- BREAKING

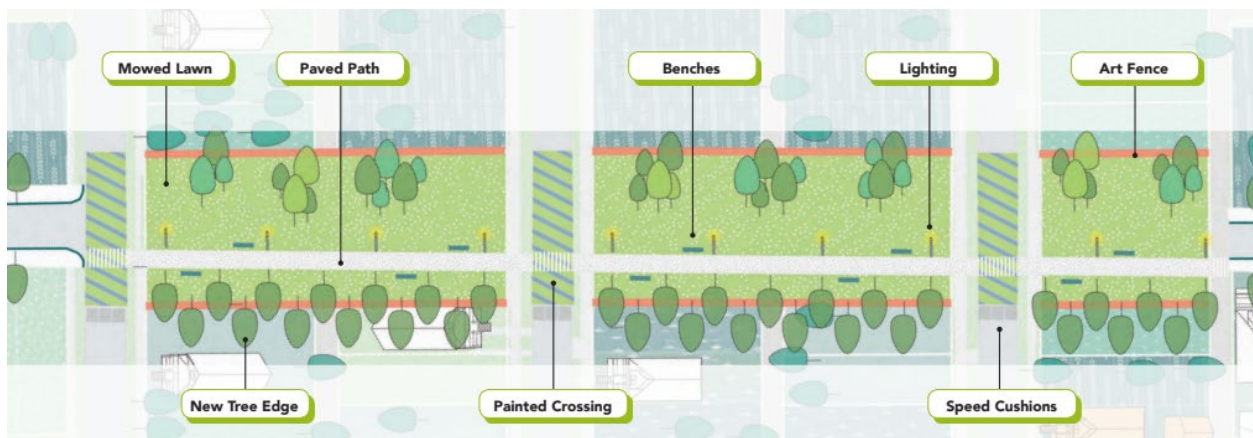
Jeff Klein	City of Detroit	kleinj@detroitmi.gov	313.400.5014
Ozell Gothard	City of Detroit	gothardo@detroitmi.gov	



EXECUTIVE SCOPE OF WORK FOR INVEST DETROIT PROJECT NAME: MEADE CUT THROUGH

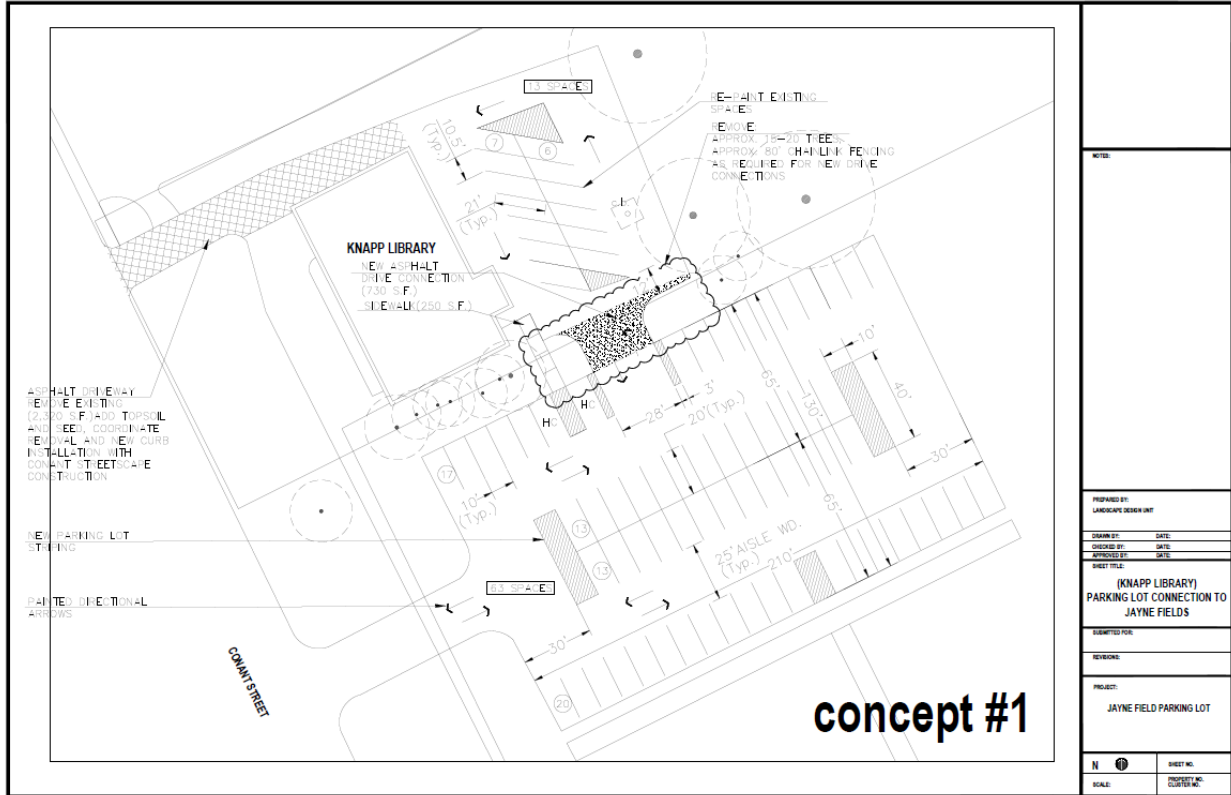
1. SCOPE OF WORK

Where Meade Street ends at Arlington, a string of vacant Land Bank parcels provides an opportunity to extend Meade as a pedestrian cut-through, giving residents in the middle of East Davison Village a more direct route to walk to Campau and Jayne Park. This also provides an opportunity to create passive recreational space in an area that lacks park space. Finally, it will allow Meade Street to serve as a direct pedestrian and bike route to 13000 Dequindre, once the building is transitioned to a new use. Additionally, an improvement will be made to the Knapp Library Parking Lot. The lot will be resurfaced and connected to an adjacent Jayne Field Parking Lot providing my connection between these important civic assets.



PROJECT NAME: KNAPP LIBRARY PARKING IMPROVEMENT

2. The current library parking lot will be connected to the adjacent Jayne Field parking lot. Spaces will be striped to provide expanded, improved and more connection to both civic assets.



NOTES:	
PREPARED BY:	LANDSCAPE DESIGN INT
DRAWN BY:	DATE:
CHECKED BY:	DATE:
DESIGNED BY:	DATE:
SHEET TITLE:	
(KNAPP LIBRARY) PARKING LOT CONNECTION TO JAYNE FIELDS	
SUBMITTED FOR:	
REVISIONS:	
PROJECT:	
JAYNE FIELD PARKING LOT	
N	SHEET NO.
SCALE:	PROJECT NO. / CLIENT NO.

COMMENT HISTORY



Please DocuSign: 47_PGRT-Meade Cut-Through & Knapp Library Connection FY 2022

Sender: Bashar Dimitry

Envelope Id: dd967546-90d8-45ea-aec6-b0ed766d93b1

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Date Sent: 2/25/2022 | 9:08:46 AM

Date Completed: 3/7/2022 | 11:50:16 AM

Private: macklinm@detroitmi.gov, tollivert@detroitmi.gov

Melva Macklin -2/25/2022 | 2:37:45 PM
macklinm@detroitmi.gov

This is a new grant (Meade Cut-Through & Knapp Library Connection Grant) for \$550,000 awarded to GSD by The Invest Detroit Foundation. There is no match requirement. There is a Grant Agreement on file that gives details of the grant. If approval to accept is granted, appropriation #21108 will be used to set up the grant.