

**EIGHT MILE/WOODWARD  
CORRIDOR IMPROVEMENT AUTHORITY  
SPECIAL BOARD OF DIRECTORS MEETING  
WEDNESDAY, JUNE 28, 2023 – 9:00 A.M.**

**BOARD MEMBERS PRESENT:** Ronald Blevins  
Elliott Hall  
John Naglick  
Ricardo Solomon

**BOARD MEMBERS ABSENT:** Savarior Service  
Stephanie Washington

**OTHERS PRESENT:**  
Jennifer Kanalos (DEGC/EMWCIA)  
Glen Long (DEGC/EMWCIA)  
Monika McKay-Poly (DEGC/EMWCIA)  
Rebecca Navin (DEGC/EMWCIA)  
Kelly Shovan (DEGC/EMWCIA)  
Sierra Spencer (DEGC/EMWCIA)  
JoMeca Thomas (DEGC/EMWCIA)

**MINUTES OF THE EIGHT MILE/WOODWARD  
CORRIDOR IMPROVEMENT AUTHORITY  
BOARD OF DIRECTORS SPECIAL MEETING  
WEDNESDAY, JUNE 28, 2023 – 9:00 A.M.**

**GENERAL**

**Call to Order**

Chairman Solomon called the special meeting of the Eight Mile/Woodward Corridor Improvement Authority Board of Directors to order at 9:11 a.m. A roll call was conducted, and a quorum was established.

**Approval of Minutes**

Mr. Solomon asked if there were any additions, deletions, or corrections to the minutes of the June 14, 2022 Regular Board meeting. Hearing none, Mr. Solomon called for a motion.

Mr. Hall made a motion approving the minutes of the October 11, 2022, Regular Board meeting, as presented. Mr. Naglick seconded the motion. All were in favor with none opposed.

EMWCIA Resolution Code 23-06-02-32 was unanimously approved.

**Receipt of Treasurer's Reports**

Ms. Shovan reviewed the Treasurer's Report of Receipts and Disbursements for the months of October through December 2022. Mr. Solomon asked if there were questions. With there being no questions, he asked Ms. Shovan to continue with the next report.

Ms. Shovan reviewed the Treasurer's Report of Receipts and Disbursements for the months of January through March 2023. Mr. Solomon asked if there were any questions. Hearing none, he called for a motion

Mr. Naglick made a motion approving the Treasurer's Report for October through December 2022, and January through March 2023, as presented. Mr. Hall seconded the motion. All were in favor with none opposed.

EMWCIA Resolution Codes 23-06-03-32 and 23-06-03-33 were unanimously approved.

**ADMINISTRATION**

### **Approval and Adoption of the EMWCIA Budget for FY 2023-2024**

Ms. Kanalos reviewed the proposed EMWCIA budget for FY 2023-2024.

Mr. Solomon called for a motion.

Mr. Hall made a motion to approve and adopt the EMWCIA Budget for FY 2023-2024, as presented. Mr. Naglick seconded the motion. All were in favor with none opposed. EMWCIA Resolution Code 23-06-01-86 was unanimously approved.

### **Professional Services Agreement with DEGC for FY 2023-2024**

Ms. Kanalos stated that on July 1, 2022, the Eight Mile/Woodward Corridor Improvement Authority (the "Authority") entered into a Twelfth Amended and Restated agreement (the "Agreement") with the Detroit Economic Growth Corporation (the "DEGC") by which the DEGC provides administrative services to the Authority.

The term of the Agreement expires on June 30, 2023. The Authority, recognizing the needed and valuable services provided by the DEGC, desires to amend Sections 3 and 11 of the Agreement to extend the term for an additional 12-month term to expire June 30, 2024 at an annual compensation rate of \$60,000.00 per year.

Attached for the EMWCIA Board's review and approval was a resolution approving the Agreement (Exhibit "A") to the resolution.

Mr. Naglick made a motion approving the DEGC/EMWCIA Contract for FY 2023-24 as presented. Mr. Blevins seconded the motion. All were in favor with none opposed. EMWCIA Resolution Code 23-06-01-87 was unanimously approved.

### **Schedule of Regular EMWCIA Board Meetings for FY 2023-2024**

Ms. Kanalos advised that included in the Board material for review and approval is a resolution adopting a schedule indicating dates of the EMWCIA Board's regular meetings for the fiscal year 2023-2024. The meeting will be held as follows:

August 8, 2023  
October 10, 2023  
December 12, 2023  
February 13, 2024  
April 9, 2024  
June 11, 2024

With there being no objection to the proposed meeting dates, Mr. Solomon called for a motion:

Mr. Naglick made a motion approving the EMWCIA Schedule of Regular Board Meetings for FY 2023-24 as presented. Mr. Blevins seconded the motion. All were in favor with none opposed. EMWCIA Resolution Code 23-06-01-88 was unanimously approved.

### **Public Rules of Conduct**

Ms. Kanalos advised that pursuant to Sections 3(1) and 3(5) of Michigan's Open Meetings Act, a public body may establish reasonable rules to minimize the possibility of disruption to the meeting and to govern the public's right to provide comment during the meeting. Ms. Kanalos proposed Rules for Public Meetings and Public Comment which are included as Attachment A in the resolution. The rules would govern public participation and comment for all EMWCIA Board meetings.

Mr. Solomon asked for questions or comments.

Mr. Hall made a motion approving the EMWCIA Rules for Public Meeting and Public Comment, as presented. Mr. Naglick seconded the motion. EDC Resolution Code 23-06-01-89 was unanimously approved.

## **PROJECTS**

## **OTHER MATTERS**

Mr. Hall asked about the damage done by a storm to Marshalls and inquired about what was being done. Mr. Solomon responded that the damage is being fixed.

## **PUBLIC COMMENT**

None.

## **ADJOURNMENT**

Mr. Hall made a motion to adjourn the meeting. Mr. Blevins seconded the motion, and Mr. Naglick adjourned the meeting at 9:19 a.m.

**APPROVAL OF MINUTES OF OCTOBER 11, 2022**

**RESOLVED**, that the minutes of the Regular meeting of October 11, 2022 are hereby approved and all actions taken by the Directors present at such meeting, as set forth in such minutes, are hereby in all respects ratified and approved as actions of the Eight Mile/Woodward Corridor Improvement Authority.

June 28, 2023

CODE EMWCIA 23-06-03-32

**RECEIPT OF TREASURER'S REPORT**

**RESOLVED** that the Treasurer's Report of Receipts and Disbursements for October through December 2022 as presented at this meeting, is hereby in all respects accepted as action of the Eight Mile/Woodward Corridor Improvement Authority.

June 28, 2023

**CODE EMWCIA 23-06-03-33**

**RECEIPT OF TREASURER'S REPORT**

**RESOLVED** that the Treasurer's Report of Receipts and Disbursements for January through March 2023 as presented at this meeting, is hereby in all respects accepted as action of the Eight Mile/Woodward Corridor Improvement Authority.

June 28, 2023

**ADMINISTRATION: APPROVAL OF EMWCIA BUDGET FOR FY 2023-24**

WHEREAS, Section 625(1) of the Recodified Tax Increment Financing Act 57, Public Acts of Michigan, 2018, as amended, requires the City of Detroit Eight Mile/Woodward Corridor Improvement Authority (the "EMWCIA") to prepare a budget (the "Budget") for the operation of the EMWCIA for each fiscal year; and

WHEREAS, said Budget must be prepared in a manner and contain the information required of the municipal departments of the City of Detroit; and

WHEREAS, the EMWCIA Staff has prepared the attached EMWCIA Budget for Fiscal Year 2023-24 (Exhibit "A").

WHEREAS, said Budget must be approved by the Detroit City Council prior to its adoption by the EMWCIA Board of Directors; and

WHEREAS, the Detroit City Council approved the EMWCIA Budget on May 23, 2023; and

**NOW, THEREFORE, BE IT RESOLVED** that the EMWCIA Board of Directors hereby approves and adopts the EMWC Budget for FY 2023-2024 (Exhibit A).

June 28, 2022



**ADMINISTRATION: PROFESSIONAL SERVICES AGREEMENT WITH DEGC**

**WHEREAS**, on July 1, 2022 the Eight Mile/Woodward Corridor Improvement Authority (the "EMWCIA") entered into the Twelfth Amended and Restated Agreement (the "Agreement") with the Detroit Economic Growth Corporation (the "DEGC") by which the DEGC provides administrative services to the EMWCIA; and

**WHEREAS**, the term of the Agreement expires on June 30, 2023, and the EMWCIA, recognizing the needed and valuable services provided by the DEGC, desires to amend Sections 3 and 11 of the Agreement by entering into a Thirteenth Amended and Restated Agreement to extend the term for an additional 12-month period, to expire June 30, 2024, at an annual compensation of \$60,000.00 per year (the "Thirteenth Amended and Restated Agreement").

**NOW THEREFORE BE IT RESOLVED** that the EMWCIA Board of Directors hereby approves the Thirteenth Amended and Restated Agreement in substantially the form attached to this Resolution as Exhibit A.

**NOW THEREFORE BE IT FINALLY RESOLVE** that the EMWCIA Board of Directors hereby authorizes any two of its Officers or Authorized Agents or any one Officer and any one Authorized Agent execute the Thirteenth Amended and Restated Agreement and any and all documents necessary to implement the provisions and intent of this resolution on behalf of the EMWCIA.

June 28, 2023

**EXECUTION COPY**

**THIRTEENTH AMENDED AND RESTATED AGREEMENT**

THIS THIRTEENTH AMENDED AND RESTATED AGREEMENT, entered into this 1st day of July, 2023 and effective as of the 1<sup>st</sup> day of July, 2009 (the “Effective Date”) by and between the **Eight Mile/Woodward Corridor Improvement Authority**, a Michigan public body corporate, (the “Authority”) and the **Detroit Economic Growth Corporation**, a Michigan non-profit corporation (“DEGC”).

**W I T N E S S E T H :**

WHEREAS, Authority is a public body corporate established and operated pursuant to Act 57 of the Public Acts of 2018, as it may be amended from time to time (“Act 57”), and an Ordinance adopted by the City Council of the City of Detroit (the “City”) on February 5, 2008, (the "Ordinance"), which was created by the City for the purpose of assisting in the redevelopment of commercial corridors and to promote economic growth in the City as provided for in Act 57; and

WHEREAS, DEGC is a Michigan non-profit corporation organized for the purpose of furthering the economic development of the City and of providing services to the City, and its agencies and instrumentalities, and others which will assist such economic development; and

WHEREAS, Authority has determined that its operational efficiency can best be provided by contracting with DEGC to provide staffing and administrative services; and

WHEREAS, on July 1, 2022, the parties entered into that certain Twelfth Amended and Restated Agreement effective July 1, 2022 and ending June 30, 2023; and

WHEREAS, on June 28, 2023, the Board of Directors of the EMWCIA adopted Resolution Code EMWCIA 23-06-0187 authorizing the extension of the Agreement for a 12-month period, expiring June 30, 2024, which extension has been incorporated into this Thirteenth Amended and Restated Agreement.

NOW, THEREFORE, in consideration of the mutual undertakings herein set forth, the parties do hereby agree as follows:

1. DEGC shall provide the following services to Authority, as requested by Authority, during the term of this Agreement and any extensions thereof:

A. DEGC shall make itself at all times available to consult with Authority on matters relating to development of the Shoppes at Detroit Gateway in the City by

Detroit Gateway Park Outlet Mall, L.L.C. (the “Detroit Gateway”), and on the preparation of general and specific plans and programs to further such development.

B. DEGC shall provide to Authority such staff, operational and administrative assistance, and, upon approval of the Authority, retain the services of such outside professionals, consultants and other persons who have expertise or skills not available to DEGC through its own employees, as shall be necessary and appropriate to permit Authority to carry out its purposes pursuant to Act 57.

C. DEGC shall prepare, at least annually and as requested by the Board of Directors of Authority, proposed operating and capital budgets for Authority for the consideration and action by the Board of Directors of Authority.

D. DEGC shall prepare plans and proposals, for the purpose of fulfilling the responsibilities of the Authority under Act 57.

2. The responsibility for implementing the services to be performed by DEGC under this Agreement shall reside with the DEGC President, and the DEGC President shall report as requested to the Board of Directors of Authority. The DEGC President shall be primarily responsible for supervising the performance of the obligations of the DEGC pursuant to this Agreement and shall keep the Authority informed of DEGC’s performance of its obligations under this Agreement. The DEGC President may designate and shall identify in writing to the Authority such employees of DEGC as the DEGC President deems appropriate to work with Authority and assist the DEGC President in keeping Authority informed of DEGC’s performance hereunder. The DEGC President or designated staff shall execute such documents on behalf of the Authority, as its “duly authorized agent” subject to the terms and conditions of this Agreement and upon authorization of the Authority.

3. (a) For the period July 1, 2009 and ending June 30, 2010, the cost of services described in paragraph 1 hereof shall be the sum of One Hundred Thousand and 00/100 Dollars (\$100,000.00) per annum, excluding the cost of insurance, audit and legal fees. Said annual fee shall be paid in equal quarterly installments of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) commencing July 1, 2009 and ending June 30, 2010.

(b) Commencing July 1, 2010 and ending June 30, 2012, the cost of services described in paragraph 1 hereof shall be the sum of Forty Thousand and 00/100 Dollars (\$40,000.00) per annum, excluding the cost of insurance, audit and legal fees. Said annual fee shall be paid in equal quarterly installments of Ten Thousand and 00/100 Dollars (\$10,000.00) commencing July 1, 2010 and ending June 30, 2012.

(c) Commencing July 1, 2012 and ending June 30, 2023, the cost of services described in paragraph 1 hereof shall be the sum of Fifty Thousand and 00/100 Dollars (\$50,000.00) per annum, excluding the cost of insurance, audit and legal fees. Said annual fee shall be paid in equal quarterly installments of Twelve Thousand Five Hundred and 00/100 Dollars (\$12,500.00) commencing July 1, 2012 and ending June 30, 2023.

d) Commencing July 1, 2023 and ending June 30, 2024, the cost of services described in paragraph 1 hereof shall be the sum of Sixty Thousand and 00/100 Dollars (\$60,000.00) per annum, excluding the cost of insurance, audit and legal fees. Said annual fee

shall be paid in equal quarterly instalments of Fifteen Thousand and 00/100 Dollars (\$15,000.00) commencing July 1, 2023 and ending June 30, 2024.

e) In addition to other amounts described in this paragraph 3, the Authority shall pay DEGC for services performed for or on behalf of the Authority by any in-house attorney employed by the DEGC at a rate of \$225.00 per hour for the DEGC's General Counsel and a rate not to exceed \$200.00 per hour for any other in-house attorney employed by the DEGC.

4. Within 30 days from the end of each calendar quarter the DEGC shall submit to Authority a report of all work performed on its behalf. All of DEGC's records, documents, and other papers, including financial records, relating to the operation to the Authority shall be made available for inspection by the Authority and its agents at any reasonable time, upon forty-eight (48) hours written notice.

5. The Authority shall not be liable to any subcontractor, consultant or other person hired or engaged by DEGC to perform its obligations or responsibilities under this Agreement or to otherwise assist the Authority unless prior approval is received from the Board of Directors of the Authority.

6. DEGC shall, promptly upon request by Authority, make available to Authority any documents in DEGC's possession relating to matters with respect to which DEGC has rendered services under this Agreement.

7. DEGC agrees to take such steps as are necessary to permit full disclosure by all of its members concerning any conflicts of interest with respect to matters involving services rendered under this Agreement.

8. None of the directors, officers or employees of DEGC shall be liable to Authority for any action taken, or not taken, in good faith reliance upon this Agreement or upon any request, demand, authorization or directive from Authority. To the extent authorized by law, the Authority shall indemnify and hold DEGC its directors, officers, and employees harmless from any and all claims, judgments and liabilities, including their reasonable expenses and attorneys' fees in respect thereof, arising out of any such action, providing such action was authorized by the Authority or in good faith reliance upon this Agreement.

9. DEGC is, and shall act as, an independent contractor in the rendition of services to Authority under this Agreement.

10. DEGC shall not be required to engage in any activity which, in the opinion of its legal counsel, would be inconsistent with the requirements for exemption from federal income tax under Sections 501(c)(3) and/or 501(c)(4) of the Internal Revenue Code, as now or hereafter amended.

11. The term of this Agreement shall commence on July 1, 2009 and end on June 30, 2024. The term may be extended by Authority for a renewal term or renewal terms of twelve (12) months each. Each such renewal shall be made by delivery of written notice by Authority to DEGC of its intention to renew and shall be accepted in writing by the DEGC.

12. Anything contained in this Agreement to the contrary notwithstanding, either party hereto may terminate this Agreement upon ninety (90) days' advance written notice to the other party.

13. The Authority hereby declares, represents and warrants that it is entering into this Agreement pursuant to, and in fulfillment of, its statutory responsibilities under all applicable laws.

14. This Agreement, and the performance by the parties hereto of their respective obligations hereunder, is subject to all applicable laws.

15. This Agreement may be amended from time to time by the execution of an agreement in writing by both parties hereto.

16. Each party to this Agreement hereby represents and warrants to the other party that it has full right, power and authority to enter into and perform this Agreement; that its execution and delivery of this Agreement have been duly authorized by all necessary action; and that this Agreement constitutes its valid, binding and enforceable obligations.

*[Signatures follow on next page]*

Wherefore the parties have executed this agreement as of the date set forth above.

**EIGHT MILE/WOODWARD CORRIDOR  
IMPROVEMENT AUTHORITY  
OF THE CITY OF DETROIT,**  
A Michigan public body corporate

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_

and

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**DETROIT ECONOMIC GROWTH  
CORPORATION**  
A Michigan non-profit corporation

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: President and CEO



Approved as to form only:

By: \_\_\_\_\_  
Rebecca A. Navin, Esq.  
Counsel to the Authority

p:\general\degc\contracts\23-24 professional service contracts and city contracts\thirteenth amended and restated agreement between emwcia and degc.docx



**CODE EMWCIA 23-06-01-88**

**ADMINISTRATION: SCHEDULE OF REGULAR EMWCIA MEETINGS FOR FY 2023-24**

**BE IT RESOLVED** that the Board of Directors of the Eight Mile Woodward Corridor Improvement Authority (the “EMWCIA”) hereby adopts the following as its schedule of regular meetings for its fiscal year beginning July 1, 2023 and ending June 30, 2024. Unless otherwise posted, such meetings will be held **bi-monthly the second Tuesday of the month at 2:00 P.M.** in the offices of the DEGC, 500 Griswold Street, Suite 2200, Conference Room A, as follows:

August 8, 2023  
October 10, 2023  
December 12, 2023  
February 13, 2024  
April 9, 2024  
June 11, 2024

June 28, 2023





**CODE EMWCIA 23-06-01-89**

**ADMINISTRATIVE: EMWCIA RULES FOR PUBLIC MEETINGS AND PUBLIC COMMENT**

WHEREAS, pursuant to Sections 3(1) and 3(5) of Michigan’s Open Meetings Act, a public body may establish reasonable rules to minimize the possibility of disruption to the meeting and to govern the public’s right to provide comment during the meeting; and

WHEREAS, the Board of Directors of the Eight Mile Woodward Corridor Improvement Authority (the “EMWCIA”) has determined that establishing rules for public participation and public comment for the EMWCIA Board and Committee meetings will ensure that meetings can be conducted in an orderly fashion; and

WHEREAS, EMWCIA Staff and counsel have drafted “EMWCIA Rules for Public Meetings and Public Comment” (the “Rules”) which is Attachment A to this resolution; and

WHEREAS, the Board has fully considered the matter and determined that the proposed Rules are prudent and in the best interests of the EMWCIA.

NOW, THEREFORE, BE IT RESOLVED, that the EMWCIA hereby adopts the “EMWCIA Rules for Public Meetings and Public Comment”.

BE IT FINALLY RESOLVED, that the Rules shall apply to all EMWCIA Board and Committee meetings.

June 28, 2023



## **Eight Mile Woodward Corridor Improvement Authority** **Rules for Public Meetings and Public Comment**

### **I. Attendance at Public Meetings**

In accordance with the State of Michigan Open Meetings Act, members of the public are invited to attend all meetings of the Board of Directors and Board Committees. Members of the public may attend the meeting in person. At the Board's discretion, it may allow for remote public participation at Board and/or Committee meetings via electronic means through a service that allows remote participation through two-way communication as indicated in the public notice for the meeting.

### **II. Conduct During Public Meetings**

Members of the public attending Public Meetings must maintain order and follow the rules below:

- A. Members of the public must enter and exit the meeting room through designated entrances and will be granted access to the meeting room no more than 10 minutes in advance of the scheduled meeting time.
- B. During the meeting, members of the public are allowed access only to the areas of the meeting room designated for the public and bathroom facilities. Members of the public may not enter the area reserved for Board and/or Committee Members and staff. The meeting room and 22<sup>nd</sup> floor of the Guardian Building are not public spaces. At the conclusion of the meeting, members of the public must return to the lobby of the Guardian Building.
- C. The Meeting Chair may permit meeting presenters and guests to be seated in areas other than those designated for the public.
- D. There is no talking in the meeting room when the meeting is in session, except for the speaker recognized by the Meeting Chair. Please leave the meeting room if you must converse or if you must answer a phone call.
- E. If you are unable to hear the proceedings, please raise your hand or, without disturbing other attendees, inform a staff member present at the meeting.
- F. Members of the public must refrain from profane language, obscene conduct, disruptive comments or gestures, applause, personal attacks, or behavior that is disorderly or likely to provoke disorderly conduct.

### **III. Public Comment**

- A. **Location.** Public comment may only be delivered from the podium or other area designated by the Meeting Chair. Members of the public requiring a special accommodation due to an ADA disability must inform staff with reasonable advance notice so that an accommodation can be made.



- B. **Time Limits.** Unless otherwise announced by the meeting chair, each member of the public is entitled to comment for up to two minutes.
  - C. **Non-Delegation.** A member of the public may not delegate or yield their time to another member of the public.
  - D. **Comment.** Public comment is a time for comment, not debate. Questions or comments arising during public comment will only be addressed when requested by the Meeting Chair.
  - E. **Remote Public Comment.** To the extent the meeting has been convened in a manner that allows remote participation by the public, remote public comment will be permitted, subject to the same rules as in-person public comment. If a technical difficulty interferes with a remote participant's ability to provide public comment, written public comment may be submitted to staff for the meeting record.
  - F. **Discretion.** The Meeting Chair has authority and discretion to: (1) curtail or limit public comment if the commenter fails to comply with any rules and (2) make reasonable variances from any time limit.
- IV. **Non-Compliance with Rules.** Any breach of the peace, including a failure to abide by these rules or failure to respect public health and safety directions from the Meeting Chair, may result in disorderly persons being asked to leave the meeting. If a member of the public refuses to leave after being asked, the Meeting Chair may take appropriate action, including but not limited to asking security to remove the disorderly person and/or recessing the meeting until the disorderly person has left and the Meeting Chair has determined the meeting may be resumed. Reasonable notice will be given of the meeting's resumption.