



**EIGHT MILE/WOODWARD
CORRIDOR IMPROVEMENT AUTHORITY
SPECIAL BOARD OF DIRECTORS MEETING
TUESDAY, MAY 25, 2021 – 4:00 P.M.**

BOARD MEMBERS PRESENT: Elliott Hall
John Naglick
Savior Service
Stephanie Washington (Mayor's Representative)

BOARD MEMBERS ABSENT: Ronald Blevins
Ricardo Solomon
Three Vacancies

OTHERS PRESENT: Cora Capler (DEGC/EMWCIA)
Malinda Jensen (DEGC/EMWCIA)
Paul Kako (DEGC/EMWCIA)
Jennifer Kanalos (DEGC/EMWCIA)
Kelly Shovan (DEGC/EMWCIA)



**MINUTES OF THE EIGHT MILE/WOODWARD
CORRIDOR IMPROVEMENT AUTHORITY
BOARD OF DIRECTORS SPECIAL MEETING
TUESDAY, MAY 25, 2021
ZOOM VIRTUAL MEETING – 4:00 P.M.**

GENERAL

Call to Order

Vice-Chairperson Naglick called the Special meeting of the Eight Mile/Woodward Corridor Improvement Authority Board of Directors to order at 4:02 p.m. A roll call was conducted, and a quorum was established.

Approval of Minutes

Mr. Naglick asked if there were any additions, deletions or corrections to the minutes of the March 26, 2021 Special Board meeting. Hearing none, Mr. Naglick called for a motion.

Ms. Washington made a motion approving the minutes of the March 26, 2021 Special Board meeting, as presented. Ms. Service seconded the motion.

Ayes: Mr. Hall, Ms. Service, Ms. Washington and Mr. Naglick.

Nays: None.

EMWCIA Resolution Code 21-05-02-27 was approved.

Receipt of Treasurer's Report

The Treasurer's Report of Receipts and Disbursements for the months of January through March 2021 was included in the agenda book for the Board members' review.

Mr. Naglick asked if there were any questions. Hearing none, he called for a motion.

Ms. Washington made a motion approving the Treasurer's Report, as presented in the agenda book. Ms. Service seconded the motion.

Ayes: Mr. Hall, Ms. Service, Ms. Washington and Mr. Naglick.

Nays: None.

EMWCIA Resolution Code 21-05-03-26 was approved.

ADMINISTRATION

Approval of the FY 2021-22 Budget

Ms. Kanalos advised that Pursuant to Section 625(1) of Michigan Public Act 57 of 2018 ("PA 57"), Eight Mile/Woodward Corridor Improvement Authority (EMWCIA) staff has prepared the attached EMWCIA budget for FY 2021-22 ("Exhibit A") for review prior to its submission to City Council for approval.



A resolution was enclosed for the Board's review and authorization of the EMWCIA staff to submit the EMWCIA budget for FY 2021-22 to City Council for its approval, in accordance with Section 625(1) of PA 57, prior to its adoption by the EMWCIA Board.

Hearing no questions, Mr. Hall made a motion to approve the FY 2021-22 Budget for the Eight Mile/Woodward Corridor Improvement Authority. Ms. Washington seconded the motion.

Ayes: Mr. Hall, Ms. Service, Ms. Washington and Mr. Naglick.

Nays: None.

EMWCIA Resolution Code 21-05-01-77 was approved.

Amendment of the Professional Services with the DEGC

Ms. Kanalos advised on July 1, 2020, the Eight Mile/Woodward Corridor Improvement Authority (the "Authority") entered into a Tenth 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, 2021. 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, 2022 at an annual compensation rate of \$50,000.00 per year.

Enclosed was a resolution for the Authority's review and approval.

Mr. Naglick asked if the contract amount under the FY 2021-2022 Agreement was the same as FY 2020-21. Ms. Kanalos responded that the contract amount was the same amount as FY 2020-21.

Hearing no additional questions, Mr. Naglick called for a motion to approve the Amendment.

Ms. Washington made a motion to approve the Amendment of the Professional Services with the DEGC. Mr. Hall seconded the motion.

Ayes: Mr. Hall, Ms. Service, Ms. Washington and Mr. Naglick.

Nays: None.

EMWCIA Resolution Code 21-05-01-78 was approved.



Schedule of Regular EMWCIA Meetings for FY 2021-22

Ms. Kanalos presented a resolution adopting a schedule indicating dates of the EMWCIA Board's regular meetings for Fiscal Year 2021-22.

Mr. Naglick called for a motion to adopt the FY 2021-22 EMWCIA regular meeting schedule.

Mr. Hall made a motion to approve the FY 2021-22 EMWCIA regular meeting schedule. Ms. Service seconded the motion.

Ayes: Mr. Hall, Ms. Service, Ms. Washington and Mr. Naglick.

Nays: None.

EMWCIA Resolution Code 21-05-01-79 was approved.

PROJECTS

None.

OTHER MATTERS

Mr. Naglick informed that the City was able to collect 84% of the tax roll for the current tax year.

PUBLIC COMMENT

None.

ADJOURNMENT

Mr. Hall made a motion to adjourn the meeting. Ms. Washington seconded the motion and Mr. Naglick adjourned the meeting at 4:10 p.m.



CODE EMWCIA 21-05-02-27

APPROVAL OF MINUTES OF MARCH 26, 2021

RESOLVED, that the minutes of the Special meeting of March 26, 2021 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.

May 25, 2021



CODE EMWCIA 21-05-03-25

RECEIPT OF TREASURER'S REPORT

RESOLVED that the Treasurer's Report of Receipts and Disbursements for January through March 2021 as presented at this meeting, is hereby in all respects accepted as action of the Eight Mile/Woodward Corridor Improvement Authority.

May 25, 2021



CODE EMWCIA 21-05-01-77

ADMINISTRATION: APPROVAL OF EMWCIA BUDGET FOR FY 2021-22

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

WHEREAS, the EMWCIA Staff has prepared the attached EMWCIA Budget for Fiscal Year 2021-22 (Exhibit "A").

NOW, THEREFORE, BE IT RESOLVED, that the EMWCIA Board of Directors hereby authorizes the EMWCIA staff to submit the FY 2021-22 Budget to the Detroit City Council for approval, in accordance with Section 625(1) of Act 57, Public Acts of Michigan, 2018, prior to its adoption by the EMWCIA Board.

May 25, 2021

**EIGHT MILE WOODWARD COORIDOR IMPROVEMENT AUTHORITY
OPERATING BUDGET
JULY 1, 2021 TO JUNE 30, 2022**

	Projected Total June 30, 2021	Budget June 30, 2021	Variance	Proposed Budget June 30, 2022
<u>REVENUE</u>				
TIF OPERATING REVENUE	100,000	100,000	0	100,000
INTEREST/OTHER INCOME	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
TOTAL REVENUE	<u>100,000</u>	<u>100,000</u>	<u>0</u>	<u>100,000</u>
<u>EXPENSES</u>				
DETROIT ECONOMIC GROWTH CORPORATION	50,000	50,000	0	50,000
LEGAL	10,000	15,000	5,000	15,000
AUDIT	10,000	10,000	0	10,000
INSURANCE	6,038	20,000	13,962	20,000
OTHER EXPENSES	<u>2,000</u>	<u>5,000</u>	<u>3,000</u>	<u>5,000</u>
TOTAL EXPENSES	<u>78,038</u>	<u>100,000</u>	<u>21,962</u>	<u>100,000</u>
Operating Surplus/(Shortfall)	21,962	0	21,962	0
(Increase)/Decrease in Reserve	<u>(21,962)</u>	<u>0</u>	<u>(21,962)</u>	<u>0</u>
NET SURPLUS/(SHORTFALL)	<u><u>0</u></u>	<u><u>0</u></u>	<u><u>0</u></u>	<u><u>0</u></u>



CODE EMWCIA 21-05-01-78

ADMINISTRATION: PROFESSIONAL SERVICES AGREEMENT WITH DEGC

WHEREAS, on July 1, 2020 the Eight Mile/Woodward Corridor Improvement Authority (the “EMWCIA”) entered into the Tenth 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, 2021, 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 Eleventh Amended and Restated Agreement to extend the term for an additional 12-month period, to expire June 30, 2022, at an annual compensation of \$50,000.00 per year (the “Eleventh Amended and Restated Agreement”).

NOW THEREFORE BE IT RESOLVED that the EMWCIA Board of Directors hereby approves the Eleventh 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 Eleventh Amended and Restated Agreement and any and all documents necessary to implement the provisions and intent of this resolution on behalf of the EMWCIA.

May 25, 2021



ATTACHMENT A

EXECUTION COPY

ELEVENTH AMENDED AND RESTATED AGREEMENT

THIS ELEVENTH AMENDED AND RESTATED AGREEMENT, entered into this 1st day of July, 2021 and effective as of the 1st 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, 2020, the parties entered into that certain Tenth Amended and Restated Agreement effective July 1, 2020 and ending June 30, 2021; and

WHEREAS, on _____, 2021, the Board of Directors of the EMWCIA adopted Resolution Code EMWCIA _____ authorizing the extension of the Agreement for a 12-month period, expiring June 30, 2022, which extension has been incorporated into this Eleventh 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 be 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, 2022, the cost of services described in paragraph 1 hereof shall be the sum be 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, 2022.

d) 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 \$200.00 per hour for the DEGC's General Counsel and a rate not to exceed \$175.00 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, 2022. 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

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CODE EMWCIA 21-05-01-79

ADMINISTRATION: SCHEDULE OF REGULAR EMWCIA MEETINGS FOR FY 2021-22

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, 2021 and ending June 30, 2022. 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 10, 2021
October 12, 2021
December 14, 2021
February 8, 2022
April 12, 2022
June 14, 2022

May 25, 2021