



**DOWNTOWN DEVELOPMENT AUTHORITY
BOARD OF DIRECTORS REGULAR MEETING
WEDNESDAY, JUNE 14, 2023 – 3:00 P.M.**

BOARD MEMBERS PRESENT: Austin Black
David Blaszkiewicz
Melvin Hollowell
Richard Hosey
John Naglick
Steve Ogden
Donald Rencher

BOARD MEMBERS ABSENT: Marvin Beatty
Charles Beckham
Ehrlich Crain
Nicole Sherard-Freeman
James Jenkins

OTHERS PRESENT: Roger Basmajian (BASCO)
Kenyetta Bridges (DEGC/DDA)
Cora Capler (DEGC/DDA)
Gina Cavaliere (DDP)
David Howell (DEGC/DDA)
Lanard Ingram (DEGC/DDA)
Kaci Jackson (DEGC/DDA)
Kevin Johnson (DEGC/DDA)
Paul Kako (DEGC/DDA)
Jennifer Kanalos (DEGC/DDA)
Glen Long (DEGC/DDA)
Elisa Malile (Mayor's Office)
Monika McKay-Polly (DEGC/DDA)
Sierra Spencer (DEGC/DDA)
JoMeca Thomas (DEGC/DDA)
Brian Vosburg (DEGC/DDA)



**MINUTES OF THE DOWNTOWN DEVELOPMENT AUTHORITY
BOARD OF DIRECTORS REGULAR MEETING
DETROIT ECONOMIC GROWTH CORPORATION
500 GRISWOLD, SUITE 2200, DETROIT, MI 48226
WEDNESDAY, JUNE 14, 2023 – 3:00 P.M.**

GENERAL

Call to Order

Vice Chair, Mr. Blaszkiewicz called the regular meeting of the Downtown Development Authority Board of Directors to order at 3:02 p.m. Roll call was conducted, and a quorum was established.

GENERAL

Approval of Minutes

Mr. Blaszkiewicz asked if there were any additions, deletions, or corrections to the minutes of the May 10, 2023, Regular Board meeting. Mr. Ogden noted the misspelling of his name and Mr. Blaszkiewicz noted a correction. With these corrections, the Board took the following action:

Mr. Hollowell made a motion approving the May 10, 2023 minutes, as written. Mr. Ogden seconded the motion. All were in favor with none opposed. DDA Resolution Code 23-06-02-655 was unanimously approved.

Receipt of Treasurer's Reports

Mr. Naglick reviewed the Treasurer's Report of Receipts and Disbursements for the month of April 2023.

Mr. Hollowell asked about the investment policy for the funds and asked when the policy is reviewed. Mr. Long responded that since inheriting the responsibility of managing the funds from the City of Detroit, the investment policy has stayed the same. Mr. Naglick stated that he will retrieve the city's investment policy and discuss it with Mr. Long.

Mr. Blaszkiewicz called for further questions. Hearing none, Mr. Blaszkiewicz called for a motion.



Mr. Ogden made a motion to approve the Treasurer's Report of Receipts and Disbursements for the month of March 2023, as presented. Mr. Hosey seconded the motion. All were in favor with none opposed.

DDA Resolution Code 23-06-03-545 was unanimously approved.

PROJECTS

Paradise Valley Business and Entertainment District: Amendment to the Development Agreement and Loan for Broadway Lofts

Mr. Howell explained that in 2017, the City of Detroit Downtown Development Authority ("DDA") entered into an Agreement to Purchase and Develop Land (as amended, the "Development Agreement") with Broadway Detroit Properties, LLC (the "Developer") for the purchase and development of the properties located at 1326 Broadway and 1332 Broadway (collectively, the "Property"). The developer's original proposal for the redevelopment of the Property, together with the Developer's adjacent property, included a 47,000 square feet, five-story mixed-use project, with 36 residential units (the "Project"), at an estimated cost of \$11,000,000 was approved by the DDA Board following a competitive RFP process.

Due to a fire at the Property in April 2017, and other circumstances, including a change in project scope, the Board has previously approved timeline extensions for the project. The project received an extension in November 2020 when the Property's design shifted to a 9-story mixed-use project comprised of over 83,000 square feet, 75 residential units, and an estimated cost of \$27,000,000. In June 2021 and May 2022, the DDA Board granted additional extensions to further architectural drawings and identify financing. The DDA Board also approved \$5,500,000 in financing to mitigate a gap in funding.

Since the last extension, Developer has continued to progress toward closing. The Developer has made several iterations to the programming of the building and selected a new general contractor. The changes in programming resulted in adding five units on the 9th floor for a total of 80 units and a decrease in retail because of building efficiency issues related to the ground floor and basement level. The Developer received a term sheet from Community Financial Credit Union for construction and permanent financing and local approvals for its Brownfield Plan. The developer has also engaged the MEDC for Revitalization and Placemaking ("RAP") Program and Community Revitalization ("CRP") funds. MEDC approval of the Brownfield Plan and CRP request are anticipated in Q4, 2023.

However, the Developer has encountered additional timing delays and cost increases due to setbacks created by the increases in the cost of materials and persistent labor



shortages. The Developer has since researched value engineering techniques and implemented 'cold form' construction into the upper floors of the Project to shorten the construction period, lessening costs and creating more efficient units and stacking identical floorplates. Despite the Developer's efforts to mitigate cost increases, the Total Development Costs of the Project have increased by nearly \$10 Million.

Accordingly, DDA staff is recommending an additional extension to the closing date provided in the Development Agreement to June 30, 2024, to give the Developer extra time to complete its amendment of the Brownfield Plan at the state level, receive approval by Fall 2023 for RAP and CRP funds, and satisfy any outstanding requirements to close and begin construction on the Project.

Further, due to rising construction costs and interest rates, and after maximizing the senior debt based on underwriting completed by DDA staff using current construction costs and revenue projections, the gap in funding has increased from \$5.5 million to \$6.75 Million, and DDA staff recommends increasing its loan to the Developer to \$6.75 Million. (the "Proposed Terms"). The proposed loan terms are attached hereto as **Exhibit A** (the "Proposed Terms").

In these challenging times for development, DDA staff remains confident in the Developer's ability to complete the Project given the Developer's demonstrated success with completing other developments in and around the greater downtown, including the Developer's recent completion of the former DDA-owned property at 311 Grand River in Paradise Valley. Further, given the Developer's ownership of the adjacent building, the DDA staff believes that Developer's is uniquely situated to maximize the development potential for the DDA-owned Property.

Based on the preceding, DDA staff is supportive of the Project and, based on a review of the underwriting, has determined that the Project would not be viable without the DDA's financing upon the Proposed Terms.

The Finance Committee has reviewed the Proposed Terms and recommends the extension of the closing date under the Development Agreement and the loan pursuant upon the Proposed Terms to the Board of Directors for approval.

A resolution was attached for the Board's consideration.

Mr. Blaszkiewicz asked Mr. Naglick to report to the Board what was discussed in the DDA finance committee meeting in regard to this project. Mr. Naglick reported that the project was discussed in detail and based on the information provided, the history of Paradise Valley and Mr. Basmajian's previous successes resulted in a unanimous recommendation to approve.

Mr. Blaszkiewicz commended Mr. Howell for his continuous work on the project and noted their objective to complete the project. Mr. Blaszkiewicz called for further



discussion.

Mr. Ogden stated that in the committee discussion, the sources and utilities had been analyzed. Mr. Ogden advised that Mr. Basmajian has his own risk in the project, as his own equity is included in the deal. Mr. Ogden refers to the 60% AMI that is outlined in the project and explains that this is a large factor in why the project received their recommendation.

Mr. Blaszkiewicz thanked Mr. Ogden for his comments and asked if the time frame was something discussed in committee. Mr. Ogden responded that the time frame had been extended before reaching the full Board.

Mr. Blaszkiewicz thanked Mr. Ogden and called for further questions.

Mr. Rencher asked if there was a plan in place in the event that RAP was not awarded. Mr. Howell responded that all approvals happen at the same time, meaning that closing would be simultaneous. Mr. Howell added that if there was insufficient funding, that a revisit to the Board would be required.

Mr. Hollowell asked for clarification on how to pronounce Mr. Basmajian's last name. Mr. Basmajian thanked the Board and added that there is a great effort to get the project done and that the goal is to break ground this October. Mr. Basmajian clarified the pronunciation of his last name.

Mr. Ogden noted that Mr. Howell provided a glimpse into the readiness of the project. Mr. Ogden asked if Mr. Basmajian's new CM has helped the project move along. Mr. Basmajian responded that the new CM has been doing a great deal of value engineering and have already spent a million dollars on the engineering.

Mr. Hollowell stated that lending is about the individual and therefore by looking at Mr. Basmajian's successes that in supporting the project, the push to complete Paradise Valley is great. Mr. Hollowell added that he believes this is the last time the Board will see this project, considering that Mr. Basmajian has risk in the project as well.

Mr. Basmajian stated that he and his team have purchased the property next to the site as well.

Mr. Blaszkiewicz called for questions. Hearing none, he called for a motion.

Mr. Hollowell made a motion approving the Paradise Valley Business and Entertainment District: Amendment to the Development Agreement and Loan for Broadway Lofts, as presented. Mr. Hosey seconded the motion. All were in favor with none opposed.



DDA Resolution Code 23-06-110-68 was unanimously approved.

Lower Woodward Improvement Agenda – Request for Support of Public Improvements and Beautification Initiatives for NFL Draft

Ms. Bridges informed the Board that in anticipation of the Spring 2024 NFL Draft scheduled to take place in downtown Detroit, the City's administration has requested the DDA's assistance in connection with various planned public improvement and beautification initiatives throughout the DDA Downtown Development Area No. 1. The 2024 NFL Draft is scheduled to take place April 25-27, 2024, and is expected to attract approximately 500,000 visitors downtown.

The initiatives, which are further described on **Exhibit A** (the "Improvement Initiatives"), are consistent with the DDA's Lower Woodward Improvement Agenda which was established in anticipation of the 2006 Super Bowl hosted in Detroit but remains an active DDA program under the DDA's 2017 TIF Plan. As described in **Exhibit A**, the DDA is being asked to manage the Brick Paver Replacement and the Parking Lot Beautification initiatives and to provide financial support to partner organizations for the other initiatives.

DDA staff is requesting the DDA Board's approval in support of the DDA's Improvement Initiatives, in the allocated amounts shown on **Exhibit A**. Due to the time sensitive nature of the Improvement Initiatives, all of which need to be commenced and/or completed within the 2023 construction season, DDA is also requesting that the Board authorize a 15% contingency based on the overall budget, which can be allocated as needed to any Improvement Initiative, and staff's ability to reallocate funding allocations between Improvement Initiatives as needed.

Further, staff is requesting (i) authority to enter into one or more appropriate funding agreements with the other partner organizations setting forth funding conditions, which may include but not be limited to sufficient project funding commitments, a construction draw disbursement mechanism, DDA's reasonable approval of the project budgets, and the establishment of an outside project commencement and/or completion date; and (ii) a reallocation of amount of up to \$6,555,000.00 from other DDA Plan Table 3 line items to the Lower Woodward Improvement Agenda program, as authorized by Section 408.1 of the DDA Plan, in order to fund the Improvement Initiatives.

A resolution was attached for the Board's consideration.

Mr. Blaszkiewicz thanked Ms. Bridges and called for questions.



Mr. Black stated that he is in support of this project but would like to see a plan in place to make these improvements on a regular basis, and not only when there is a special event taking place.

Mr. Ogden asked if in the case of a balance of unused contingency funds if the excess be put back into the DDA fund. Ms. Bridges referred this question to Mr. Kako. Mr. Kako explained that these funds are not tied to a specific project, therefore unused funds would be put back into the DDA fund. Ms. Bridges asked that in the case there are unused funds, could the funds be reallocated to another project. Mr. Kako stated that if approved by the Board, the funds can be reallocated as it would no longer be categorized as contingency.

Mr. Ogden recognized that the NFL draft has the possibility to have a great economic impact and therefore is in support of the project. Mr. Ogden asked about the brick pavers outlined in the project and asked if someone is looking at another sidewalk configuration for the future as they are impractical. Mr. Ogden directed his question to DDP, asking about the flower beds and if there is an irrigation system or if they will need to be watered.

Ms. Malile introduced herself and stated that for future endeavors brick pavers will no longer be used as through survey work that had been conducted, they were found to be unsustainable. Ms. Malile added that the recommendation to replace brick pavers is cement pavement. Ms. Malile responded to Mr. Ogden's second question about the flower beds and stated that the flower beds will be integrated and will not be completely reliant on public work.

Mr. Ogden asked if there are other sources of funding besides the DDA for this project. Ms. Malile responded that with respect to the beautification and infrastructure the City is involved but the DDA is a large portion of the funding for this project.

Mr. Hollowell stated that the presentation was great and raised an issue with the wayfinding signage presented to the board. Mr. Hollowell asked if it would be plausible to implement digital wayfinding instead of static wayfinding.

Ms. Cavaliere responded that yesterday the City Council approved 30 interactive wayfinding kiosks to be implemented. Ms. Cavaliere added that the system being used in this project was designed by Detroit stakeholders to complement the existing digital wayfinding systems. Mr. Hollowell asked if the \$500,000 allocation for this project would be used for digital or static wayfinding. Ms. Cavaliere answered that the ask in this project is for static wayfinding signage.

Mr. Hollowell stated that the beautification of the parking lots is much needed and hoped that there is strong encouragement to parking lot owners to apply for the funding.



Ms. Malile responded that a meeting had been held for parking lot owners and that the response was positive.

Mr. Naglick referred to the resolution for the proposed project and stated that the question asked by Mr. Ogden concerning leftover contingency funds had been referenced in the resolution and allows for the funds to be reallocated in this event. Mr. Naglick asked when the BIZ tax expires for the DDP and if there is a plan to renew the BIZ tax.

Mr. Ogden responded that he is the Chairman of BIZ and confirmed that both the House and Senate bill had been passed unanimously. Mr. Ogden advised that while awaiting the full body and governor's signature, the BIZ is authorized through April of 2024.

Mr. Naglick asked if this special assessment is put onto the Summer tax bill or the Winter tax bill. Mr. Ogden responded that it would be the Summer tax bill.

Mr. Blaszkiewicz called for further questions. Hearing none, he called for a motion.

Mr. Hosey moved to approve the Lower Woodward Improvement Agenda – Request for Support of Public Improvements and Beautification Initiatives for NFL Draft, as presented. Mr. Hollowell seconded the motion. All were in favor with none opposed.

DDA Resolution code 23-06-101-166 was unanimously approved.

ADMINISTRATIVE

Adoption of the DDA Budget for FY 2023-24

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

Mr. Blaszkiewicz called for questions or comments. Hearing none, Mr. Blaszkiewicz called for a motion.

Mr. Hosey moved to adopt the DDA budget for FY 2023-24, as written. Mr. Ogden seconded the motion. All were in favor with none opposed.
DDA Resolution code 23-06-18-77 was unanimously approved.

Schedule of Regular DDA Meetings for FY 2023-24



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

2023

2024

July 12, 2023	January 10, 2024
July 26, 2023	January 24, 2024
August 9, 2023	February 7, 2024
August 23, 2023	February 21, 2024
September 13, 2023	March 7, 2024
September 27, 2023	March 21, 2024
October 11, 2023	April 11, 2024
October 25, 2023	April 25, 2024
November 8, 2023	May 9, 2024
November 15, 2023*	May 23, 2024
December 6, 2023*	June 13, 2024
December 13, 2023*	June 27, 2024

*Due to a holiday, this meeting date varies from the regular schedule.

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

Mr. Ogden made a motion approving the DDA Schedule of Regular Board Meetings for FY 2023-24 as presented. Mr. Hosey seconded the motion. All were in favor with none opposed.

DDA Resolution Code 23-06-01-470 was unanimously approved.



Professional Services Agreement with DEGC for FY 2023-2024

Ms. Kanalos stated that the present term of the contract dated July 1, 2022 (the “Contract”) between the Downtown Development Authority (the “DDA”) and the Detroit Economic Growth Corporation (the “DEGC”) will expire June 30, 2023.

Article II of the Contract provides that the Contract may be renewed and extended for additional twelve (12) month periods upon delivery of a written notice by DDA to the DEGC on or before the ninetieth (90th) day prior to the end of the Contract term, provided such renewal is accepted by DEGC prior to the end of such term.

Enclosed for your consideration is a resolution that authorizes execution of the attached DDA/DEGC Contract (Exhibit “A”) in an amount not to exceed Two Million and 00/100 (\$2,000,000.00) Dollars, to expire June 30, 2024.

Mr. Blaszkiewicz asked if the agreement was the same as previous years. Ms. Kanalos responded the agreement was the same, noting the \$2,000,000.00 change.

Mr. Ogden asked what the previous amount was. Ms. Kanalos answered the previous amount was \$1,900,000.00 and noted the change was expressed in the budget.

Seeing no further questions, Mr. Blaszkiewicz called for a motion.

Mr. Black made a motion approving the DEGC/DDA Contract for FY 2023-24 as presented. Mr. Naglick seconded the motion. All were in favor with none opposed.

DDA Resolution Code 23-06-01-471 was unanimously approved.

OTHER BUSINESS

None.

PUBLIC COMMENT

None.

ADJOURNMENT

With there being no further business to be brought before the Board, Mr. Blaszkiewicz made a motion to adjourn, which was seconded by Mr. Hollowell, Mr. Blaszkiewicz adjourned the meeting at 3:50 p.m.



CODE DDA 23-06-02-655

APPROVAL OF MINUTES OF MAY 10, 2023

RESOLVED that the minutes of the Regular meeting of May 10, 2023, 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 Downtown Development Authority.

June 14, 2023



CODE DDA 23-06-03-545

RECEIPT OF TREASURER'S REPORT FOR APRIL 2023

RESOLVED, that the Treasurer's Report of Receipts and Disbursements for the period ending April 30, 2023, as presented at this meeting, is hereby in all respects received by the Downtown Development Authority.

June 14, 2023



CODE DDA 23-06-110-68

PARADISE VALLEY BUSINESS AND ENTERTAINMENT DISTRICT: AMENDMENT TO THE DEVELOPMENT AGREEMENT AND LOAN FOR BROADWAY LOFTS

WHEREAS, On November 30, 2017, the City of Detroit Downtown Development Authority (“DDA”) entered into an Agreement to Purchase and Develop Land (as amended, the “Development Agreement”) with Broadway Detroit Properties, LLC (the “Developer”) for the purchase and development of the properties located at 1326 Broadway and 1332 Broadway (collectively, the “Property”); and

WHEREAS, the DDA Board has previously approved timeline extensions for the project as well as DDA financing for the Project in the amount of \$5,500,000; and

WHEREAS, despite the Developer’s continued diligence and value engineering on the Project, the Project costs have increased significantly since the last extension, causing further delays in Developer’s ability to secure adequate financing for the Project; and

WHEREAS, DDA staff is recommending the Board’s approval of an extension to the closing date to June 30, 2024 and modified loan terms, including the increase in the principal amount of the loan to \$6,750,000, upon the terms attached hereto as **Exhibit A** (the “Proposed Terms”); and

WHEREAS, the DDA Board of Directors has determined that the extension to the closing date and the loan in accordance with the Proposed Terms are consistent with the DDA’s goal of redeveloping Paradise Valley and the surrounding area and they are consistent with the DDA’s statutory purposes.

NOW, THEREFORE, BE IT, RESOLVED, that the DDA Board of Directors hereby approves the extension of the closing date to June 30, 2024 and a loan in accordance with the Proposed Terms.

BE IT FURTHER RESOLVED that any two Officers, any two of the Authorized Agents of the DDA, or any one of the Officers and any one of the Authorized Agents of the DDA, shall hereafter have the authority to negotiate and execute an amendment to the Development Agreement and all other documents necessary for the loan consistent with this resolution and the Proposed Terms, together with such other terms and conditions deemed reasonable by DDA’s counsel and Authorized Agents.

BE IT FURTHER RESOLVED that any two Officers, any two of the Authorized Agents of the DDA, or any one of the Officers and any one of the Authorized Agents of the DDA, shall hereafter have the authority to negotiate and execute any and all other



documents, contracts, or other papers, or take any and all actions, necessary or appropriate to implement the provisions and intent of this resolution on behalf of the DDA.

BE IT FINALLY RESOLVED, that all of the acts and transactions of any officer or authorized agent of the DDA, in the name and on behalf of the DDA, relating to matters contemplated by the foregoing resolutions, which acts would have been approved by the foregoing resolutions except that such acts were taken prior to execution of these resolutions, are hereby in all respects confirmed, approved and ratified.

June 14, 2023



EXHIBIT A PROJECT FINANCING TERMS

Loan: \$6,750,000 to be paid by Developer (the “Developer Note”). The Developer Note shall include the following terms and conditions:

Term: 288 months, amortized over 445 months. No prepayment penalties will be applied. Repayment of the loan will be due upon the maturity date of the Developer Note or sale of the property or upon refinancing of the senior mortgage, provided that Developer may refinance the senior loan at an interest rate not to exceed the U.S 10 Year Treasury Rate + 450 basis points, provided that the DDA is furnished with satisfactory evidence that the cash flow post-refinance exceeds a minimum of 1.0x DSCR.

Interest Rate: 1.0%

Deferred Interest: Interest accrues and is deferred for 48 months following closing. Deferred interest shall be capitalized and added to the principal loan balance at the beginning of the 49th month following closing.

Repayment: Monthly interest-only payments commencing on the first business day of the 50th month for twenty-four (24) months following. Thereafter, principal and Interest payments are due on the first business day of the month until loan maturity. The remaining principal balance and accrued but unpaid interest, if any, is due at maturity. The loan is due upon the sale of the Borrower’s interest in the Project unless DDA reasonably approves an assignment and assumption of the loan to the Borrower’s proposed assignee.

Commitment Fee: 1% of the total loan amount due at closing.

Eligible Uses: All Project costs, including hard and soft construction costs, equipment, and fixtures.

Reporting: Annual financial statements prepared certified by a certified public accountant by Generally Accepted Accounting will be provided to the DDA staff.

Security: Subordinated mortgage on the Property; personal guaranty of all equity members of the development team, including those admitted prior to maturity.

Additional Conditions: Issuance of loan policy of title insurance at closing; Developer shall provide evidence to DDA staff that Developer has received RAP and/or CRP funding approval or funding commitments from other sources that, when combined with the DDA loan, senior loan, and Developer equity, are in an amount sufficient to complete the Project; closing and funding of the DDA loan shall be conditioned upon the closing of all other project financings; receipt, review, and approval of such other



documents reasonably and typically required by the DDA staff for such a transaction.

Servicing: In the event an MSF CRP loan is awarded, DDA may, at MSF's request, service such loan upon loan terms approved by MSF, subject to DDA staff's discretion. Any commitment fee charged by MSF shall be payable by Developer to MSF. A servicing fee would be payable by Developer to DDA in the amount of \$10,000 per annum during the term of the Loan.

June 14, 2023



CODE DDA 23-06-101-166

LOWER WOODWARD IMPROVEMENT AGENDA - REQUEST FOR SUPPORT OF PUBLIC IMPROVEMENTS AND BEAUTIFICATION INITIATIVES FOR NFL DRAFT

WHEREAS, in anticipation of the Spring 2024 NFL Draft scheduled to take place in downtown Detroit, the City's administration has requested the DDA's assistance in connection with various planned public improvement and beautification initiatives throughout the DDA Downtown Development Area No. 1 as further described on Exhibit A (the "**Improvement Initiatives**"), some of which would be managed by the DDA and some of which would be managed by partner organizations; and

WHEREAS, the Improvement Initiatives are consistent with the DDA's Lower Woodward Improvement Agenda which was established in anticipation of the 2006 Super Bowl hosted in Detroit, but remains an active DDA program under the DDA's Tax Increment Financing and Development Plan for the Downtown Development Area No. 1 (the "**DDA Plan**"); and

WHEREAS, the DDA Board of Directors has determined that the Improvement Initiatives are consistent with the goals of the DDA Plan and that it is otherwise in the best interests of the DDA and to approve the DDA's support of the Improvement Initiatives on the terms and conditions set forth herein.

NOW, THEREFORE, BE IT RESOLVED, that the DDA Board of Directors hereby approves (i) the DDA's support of the Improvement Initiatives, in the allocated amounts shown on **Exhibit A**, together with a 15% contingency based on the overall budget, which can be allocated as needed to any Improvement Initiative, provided that DDA staff may, in its discretion, reallocate funding allocations between Improvement Initiatives as needed; (ii) the negotiation and execution of one or more appropriate funding agreements with the other partner organizations setting forth funding conditions, which may include but not be limited to sufficient project funding commitments, a construction draw disbursement mechanism, DDA's reasonable approval of the project budgets, and the establishment of an outside project commencement and/or completion date; and (iii) a reallocation of amount of up to \$6,555,000.00 from other DDA Plan Table 3 line items to the Lower Woodward Improvement Agenda program, as authorized by Section 408.1 of the DDA Plan, in order to fund the Improvement Initiatives.

BE IT FURTHER RESOLVED that any two Officers, any two of the Authorized Agents of the DDA, or any one of its Officers and any one of its Authorized Agents, shall hereafter have the authority to negotiate and execute on or more funding agreements upon terms not inconsistent with the terms described herein and the any and all other documents, contracts, or other papers, or take any and all actions, necessary or appropriate to implement the provisions and intent of this resolution on behalf of the DDA.

BE IT FINALLY RESOLVED that all of the acts and transactions of any Officer or Authorized Agent of the DDA, in the name and on behalf of the DDA, relating to matters contemplated by the foregoing resolutions, which acts would have been approved by the



foregoing resolutions except that such acts were taken prior to execution of these resolutions, are hereby in all respects confirmed, approved and ratified.

June 14, 2023



**EXHIBIT A
Improvement Initiatives**

<u>Improvement Initiative</u>	<u>Description of Improvements</u>	<u>Implementing Organization</u>	<u>DDA Funding</u>
Brick Paver Replacement	Replace brick pavers on Woodward Avenue sidewalks from Park Ave to State Street; including aggregate base material and patching, preparing, waterproofing sidewalk, etc with materials as specified by City's Department of Public Works	DDA	\$1,700,000
Parking Lot Beautification	Provide 50% matching grants (up to \$15,000 each) to surface parking lot owners for beautification measures as specified by City's Planning and Development Department (e.g., landscaping planters, trash cans art murals, benches, etc.). Parking lot owners must have a current certificate of compliance from BSEED in order to be eligible to participate.	DDA	\$900,000
Washington Blvd Median	Implement redesign plan approved by community stakeholders and Historic District Commission along the Washington Blvd Median to include new paving, path lighting, landscaping, etc.	Downtown Detroit Partnership	\$1,300,000
Downtown Wayfinding	Construct a comprehensive, intuitive system of static wayfinding signage and symbols to improve pedestrian and vehicular navigation throughout downtown. The project will consist of the installation of new wayfinding signage at locations throughout downtown. The project is generally bounded by the Fisher Service Drive to the north, Fifth Street to the west, St. Antoine to the east, and the Detroit Riverwalk to the south and DDA assistance will be limited to Development Area No. 1.	Downtown Detroit Partnership	\$500,000
Downtown Lighting	Facilitate approximately 1,000 Lightpole repairs and updates within Development Area No. 1 (e.g., pole repainting, pole foundation	Public Lighting Authority	\$1,300,000



	replacement, base replacement and repairs) and placed based lighting (e.g., festoon lighting, landscaping lighting, colored displays, spotlighting) in designated downtown areas.		
Request w/o contingency			\$5,700,000.00
15 % Contingency			\$855,000
Total DDA Request			\$6,555,000



CODE DDA 23-06-18-77

BUDGET: FY 2023-2024

WHEREAS, the Downtown Development Authority (the “DDA”) Board of Directors, at its May 10, 2023 meeting, adopted a resolution authorizing staff to submit DDA’s budget for FY 2023-2024 (the “Budget”) to the City Council for approval; and

WHEREAS, City Council subsequently approved the DDA’s Budget on May 23, 2023.

NOW, THEREFORE, BE IT RESOLVED, that the DDA Board of Directors hereby adopts the DDA Budget for FY 2023-2024 (Exhibit A) as approved by City Council of the City of Detroit.

June 14, 2023

**DOWNTOWN DEVELOPMENT AUTHORITY
BUDGET
2023-2024**

	2023-24 BUDGET
REVENUES:	
Current taxes - one mil	\$ 1,200,000
Earnings on investments	200,000
Transfer from Tax Increment Fund	750,000
Parking Operations	825,000
Other	15,000
From/(To) prior year balance	0
TOTAL REVENUES	\$ 2,990,000
 EXPENSES:	
Contractual Services	
Detroit Economic Growth Corp	\$ 2,000,000
Annual Audit	40,000
Sub-Total	\$ 2,040,000
 Professional Service Fees	
Legal Services	\$ 200,000
Insurance	325,000
Advertising/Marketing	15,000
Computer Support	10,000
Sub-Total	\$ 550,000
Parking Lots Management	\$ -
Special Projects & Contingencies	\$ 400,000
TOTAL EXPENSES	\$ 2,990,000



CODE DDA 23-06-01-470

ADMINISTRATION: SCHEDULE OF REGULAR DDA MEETINGS FOR FY 2023-24

RESOLVED that the Board of Directors of the Downtown Development Authority (the “DDA”) 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 on the **second and fourth Wednesday of each month at 3:00 P.M.** in the offices of the DEGC, 500 Griswold Street, Suite 2200, Conference Room A, as follows:

2023

July 12, 2023
 July 26, 2023
 August 9, 2023
 August 23, 2023
 September 13, 2023
 September 27, 2023
 October 11, 2023
 October 25, 2023
 November 8, 2023
 November 15, 2023*
 December 6, 2023*
 December 13, 2023*

2024

January 10, 2024
 January 24, 2024
 February 7, 2024
 February 21, 2024
 March 7, 2024
 March 21, 2024
 April 11, 2024
 April 25, 2024
 May 9, 2024
 May 23, 2024
 June 13, 2024
 June 27, 2024

*Due to a holiday, this meeting date varies from the regular schedule.

June 14, 2023



CODE DDA 23-06-01-471

ADMINISTRATION: RENEWAL OF DDA/DEGC PROFESSIONAL SERVICES AGREEMENT FOR 2023-24

WHEREAS, the present term of the professional services contract (the “Contract”), dated July 1, 2022, by and between the Detroit Economic Growth Corporation (the “DEGC”) and the City of Detroit Downtown Development Authority (the “DDA”) will expire on June 30, 2023; and

WHEREAS, the DDA desires to extend the term of the Contract for an additional renewal term of twelve (12) months, commencing on July 1, 2023 and expiring on June 30, 2024.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the DDA hereby approves the execution of a contract (the “Contract”) substantially in the form of Exhibit “A” attached hereto for FY 2023-2024 and further authorizes any two of its Officers or any two of its Authorized Agents or any one Officer and any one Authorized Agent to execute the Contract for an amount not to exceed Two Million and 00/100 (\$2,000,000.00) Dollars and extending its term from July 1, 2023 through June 30, 2024.

BE IT FINALLY RESOLVED that the DDA Treasurer is hereby authorized to pay to DEGC, out of the General Fund, up to Two Million and 00/100 (\$2,000,000.00) Dollars for the proper performance of the services under the terms of the Contract.

June 14, 2023



EXHIBIT A
EXECUTION COPY

PROFESSIONAL SERVICES CONTRACT

DDA ENGAGEMENT OF DEGC

This AGREEMENT is made this 1st day of July 2023 by and between the DETROIT ECONOMIC GROWTH CORPORATION (hereinafter "DEGC"), a Michigan non-profit corporation and the CITY OF DETROIT DOWNTOWN DEVELOPMENT AUTHORITY (hereinafter "DDA"), a Michigan public corporation.

WITNESSETH:

WHEREAS, DDA 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, being Sections 125.4201 to 125.4230 of the Michigan Compiled Laws ("Act 57"), and Ordinance No. 119-H, Chapter 2, Article 7 of the Code of the City of Detroit, effective May 20, 1976 (the "Ordinance"), for the purposes of preventing and correcting deterioration in Detroit's downtown business district (the "Downtown District"), and promoting economic growth in the Downtown District; and

WHEREAS, the City of Detroit (the "City") has levied up to one mill tax on the tangible property located within the Downtown District, as shown on Exhibit A attached hereto and incorporated herein by reference, the intended use of the proceeds of which includes the financing of the operations of the DDA; and

WHEREAS, DEGC is a Michigan non-profit corporation organized for the purpose of furthering the economic development of the City, including the Downtown District, and providing



services to the City, its agencies and instrumentalities, and others which will assist such economic development; and

WHEREAS, DDA has determined that its operational efficiency can best be maintained by engaging DEGC to perform professional staff and administrative services through DEGC staff, provided that such services will be performed at all times in accordance with the policies and directives of DDA; and

WHEREAS, DEGC has received and may continue to receive grants and contributions from persons, firms, foundations, funds and corporations, and has and may continue to provide services to persons, firms, foundations, funds and corporations similar to those contemplated by this Agreement, all in furtherance of its purposes.

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

ARTICLE I

EMPLOYMENT OF DEGC

1.01 DDA hereby engages DEGC, and DEGC agrees to perform, to the extent of its funding capability as hereinafter provided, certain services, more fully described in Article III of this Agreement, in accordance with the terms and conditions hereinafter contained in this Agreement.

ARTICLE II

TERM OF AGREEMENT



2.01 The term of this Agreement shall commence on July 1, 2023 and shall expire on June 30, 2024 unless sooner terminated as provided for in Article X hereof or unless extended for an additional period in accordance with Section 2.02 and 2.03 hereof.

2.02 This Agreement may be renewed annually for terms commencing July 1 and ending June 30 of the next following year and from year to year thereafter upon the appropriation of continued funding by the DDA.

2.03 Renewal of this Agreement, pursuant to Section 2.02 hereof, shall be made by delivery of written notice by DDA to DEGC not more than ninety (90) days prior to the end of a term of its intention to renew this Agreement. Such renewal shall be accepted or rejected by DEGC at least thirty (30) days prior to the end of such term.

ARTICLE III

SCOPE OF SERVICES

3.01 DEGC shall assist in the preparation of DDA development plans and recommendations, including plans for financing same, and shall perform such other services as are necessary and desirable for the proper operation of the DDA, and as may be requested by the DDA during the term of this Agreement and any extensions hereof, all in accordance with Act 57.

3.02 In addition to services designated in Section 3.01 hereof, DEGC shall perform the following services as requested in writing by DDA:

1. Consult with DDA on matters relating to the development of the Downtown District;
2. Assist in the preparation of the DDA operational and capital budgets for consideration and approval by the DDA Board;



3. Assist DDA in coordinating its development activities with the development activities of the Planning and Development Department of the City of Detroit ("P&DD") and the Economic Development Corporation of the City of Detroit ("EDC").

4. Provide all accounting services required of the DDA for its effective operation.

5. Provide project executives and administrative services for the implementation of the Streetscape Improvement and Façade Programs of the Lower Woodward Initiative Project.

3.03 Pursuant only to written agreement executed by and between DEGC and DDA, DEGC shall perform services in connection with land and property development and management (both real and personal), including but not limited to granting and/or acquiring licenses, easements or options; construction and renovation of public and private buildings and facilities; and management and operation of buildings and properties within the Downtown District, all as shall be necessary to assist DDA in achieving the purposes of Act 57.

3.04 The normal scope of services as understood and agreed to by the parties hereto expressly excludes extensive research and studies related to projects designed by the Board of DDA.

3.05 The Board of DDA shall, for proposed activities not included in the normal scope of services, present to the President of DEGC, by resolution or otherwise, a written outline of the scope of such additional new services to be performed, the proposed time frame for their performance, the details for financing such activities and such other matters as DDA shall deem to be appropriate. DEGC shall have the right to reject the undertaking of any such activities or any part thereof. If



accepted, however, the President of DEGC may delegate appropriate duties to the DEGC staff for the carrying out of such activities.

3.06 DEGC shall provide such other services as may be agreed upon from time to time by the parties hereto.

3.07 The responsibility for supervising the performance by DEGC of its obligations under this Agreement shall reside with the President of DEGC, and he shall report regularly to the Board of Directors of DDA, provided, however, that the following is understood and agreed:

1. The President of DEGC may designate and shall identify in writing to the DDA such employees of DEGC as he deems appropriate to work with DDA and assist the DEGC President in keeping DDA informed of DEGC's performance (the "Designated Staff"). The President of DEGC or her designated staff person shall execute such documents on behalf of the DDA, as its "duly authorized agent."

2. DEGC shall generally make available to DDA all of its management resources, including but not limited to those of its President, its Vice Presidents, economic development staff, accounting services to the extent possible, and public relations services. In addition, DEGC shall generally make any in-house legal staff available to DDA, provided that in addition to any other fees and expenses payable by DDA under this Agreement, DDA shall pay DEGC for services performed for or on behalf of DDA 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.

3. DEGC may, with the approval of the DDA, retain the services of such outside professionals, consultants and other persons who possess expertise or skills deemed necessary to



further the purposes and objectives of this Agreement, which outside professional consultants and other persons will be compensated as mutually agreed to by the parties hereto.

4. Appearances before the DDA, with regard to reporting on any project authorized by DDA and accepted by DEGC, may be made from time to time by any DEGC staff person designated by the President of DEGC.

ARTICLE IV

COMPENSATION

4.01 DDA agrees to pay DEGC an amount equal to TWO MILLION DOLLARS (\$2,000,000.00) for the performance of services hereunder, together with such additional sums for any services referenced in Article 3.05, 3.06 and 3.07(2) hereof, in accordance with Section 5.02 hereof. Further, in the event that the DDA earns an administrative fee, project management fee, bond issuance fee, loan commitment fee, or similar fee on account of services performed by DEGC staff, such fee or fees shall be remitted to the DEGC as additional compensation as contemplated herein. At DEGC's request, DDA shall require such fee to be paid directly to DEGC by the payor thereof.

4.02 If this Agreement shall be extended as provided for in Article II hereof, DDA shall agree to pay to DEGC for each renewal term, such amount, and in such a manner or method, as the DDA and the authorized representative(s) of DEGC shall mutually agree to in writing.

ARTICLE V

FUNDING AND METHOD OF PAYMENT



5.01 The cost of services described in Article III hereof shall be funded from one or more of the following sources:

1. Funds available to DDA for its operations, subject to the express understanding that DDA shall at no time be obligated to expend more funds, in respect of payment for services described in Article III hereof, than are available to DDA for its operations.

2. Such other funds as DDA may, in its sole discretion, make available for the purposes of this Agreement.

5.02 Payment to DEGC for performance of its obligations under this Agreement shall be made on the first day of each month during the term hereof, commencing August 1, 2023, in an amount equal to \$166,666.66

5.03 DEGC shall submit to DDA no later than the tenth day following each calendar quarter, a report of all work performed on DDA's behalf for the preceding quarter. All of DEGC's records, documents, and other papers, including financial records, shall be made available for inspection by the DDA and its agents at any reasonable time, upon forty-eight (48) hours written notice.

ARTICLE VI

RELATIONSHIP OF PARTIES

6.01 The relationship of DEGC to DDA in the performance of the services hereunder is that of an independent contractor and no liabilities or benefits whatsoever that arise from a contract for hire or any employer/employee relationship shall accrue to either DDA or DEGC as a result of this Agreement.



ARTICLE VII

INDEMNIFICATION

7.01 The DEGC agrees to save harmless DDA against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against DDA by reason of the occurrence of any of the following during the term of this Agreement: (a) any negligent or tortious acts of the DEGC or any of its personnel, employees, consultants or subcontractors; and (b) any failure of the DEGC or any of its personnel, employees, consultants or subcontractors to perform its obligations either express or implied under this Agreement.

7.02 In the event any action or proceeding shall be commenced against DDA by reason of any claim covered under Section 7.01 hereof, the DEGC, upon notice from DDA, will, at its sole cost and expense, resist and defend said claim, unless said claim is directly attributable to the gross negligence of DDA or employees of DDA acting within the scope of their employment.

7.03 The DDA will, to the fullest extent permitted by law, indemnify, defend and hold harmless DEGC and its current or former officers, directors, employees, agents, successors and assigns (individually, a “DEGC Indemnified Party” and, collectively, the “DEGC Indemnified Parties”), from and against any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including without limitation, fees and expenses of attorneys, expert witnesses and other consultants) (individually a “Loss” and, collectively, the “Losses”), directly or indirectly arising out of or resulting from the performance of services by the DEGC, its employees, agents, subcontractors, successors or assigns pursuant to this Agreement, except to the



extent such Loss or Losses shall be determined to be the direct result of an intentional breach of this Agreement by a DEGC Indemnified Party the gross negligence, willful and intentional misconduct, fraud or malfeasance of a DEGC Indemnified Party. In the event any action or proceeding shall be commenced against a DEGC Indemnified Party by reason of any claim covered under Section 7.03 hereof, the DDA, upon notice from DEGC, will, at its sole cost and expense, resist and defend said claim. DDA agrees to defend against any claims alleged, brought, and/or filed against DEGC Indemnified Parties with respect to the subject of the indemnity contained in this Agreement, whether the claims or actions are rightfully or wrongfully alleged, brought, and/or filed. The foregoing indemnity and obligation to defend shall not be limited in any manner whatsoever by any required or other insurance coverage maintained by DDA.

ARTICLE VIII

AMENDMENTS

8.01 Any change, addition, deletion, extension or modification of this Agreement which is mutually agreed upon by and between the parties shall be incorporated by written amendment (herein called "Amendment" or "Amendments") to this Agreement. Such Amendment shall not invalidate this Agreement, nor relieve or release DEGC or DDA of any of its respective obligations under this Agreement unless so stated herein or unless so stated in the Amendment.

8.02 An Amendment to this Agreement shall not be effective and binding upon the parties hereto unless it expressly makes reference to this Agreement, is in writing and is signed and acknowledged by a duly authorized representative of both parties hereto.

8.03 All Amendments to this Agreement must be authorized respectively by the Board of Directors of DEGC and DDA before execution by the parties.



ARTICLE IX

WAIVER

9.01 Each party hereby reserves and shall have the exclusive right to waive, at its sole discretion and to the extent permitted by law, any requirement or provision of this Agreement. No act by or on behalf of any party hereto shall be, or be deemed or construed to be, a waiver of any such requirement or provision, unless the same be in writing, signed by an authorized representative of the party and expressly state by its terms that it constitutes such waiver.

9.02 No failure by either party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement, or to exercise any right, term or remedy consequent to a breach hereof, shall constitute a waiver of any such breach or such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach hereof.

ARTICLE X

TERMINATION

10.01 Either party hereto may terminate this Agreement with or without cause upon ninety (90) days prior written notice to the other party.

10.02 If on the effective date of termination of this Agreement, DEGC shall have rendered services or entered into binding obligations for the purpose of rendering services, hereunder, and



DEGC shall not have been compensated for the same, DDA shall pay to DEGC the amounts due therefor within a reasonable time after termination of this Agreement.

ARTICLE XI

CONFLICT OF INTEREST

11.01 DEGC warrants that it presently has no interest nor shall it acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance by it of the services required under this Agreement.

11.02 DEGC further covenants that in the performance of this Agreement, no person having any such interest shall be employed by DEGC and DEGC agrees to take such steps as are necessary to permit full disclosure by all of its employees concerning any conflicts of interest with respect to matters involving services rendered under this Agreement.

11.03 DEGC also warrants that it will not and has not employed any person to solicit or secure this Agreement upon any agreement or arrangement for payment of a commission, percentage, brokerage or contingent fee, either directly or indirectly, and that if this warranty is breached, DDA may, at its option, terminate this Agreement without penalty, liability or obligations, or may, at its election, deduct the amount of any such payment from any amounts owed to the DEGC hereunder.

11.04 No member of the Board of Directors of DDA and no other officer, employee or agent of DDA who exercises any function or responsibility in connection with the carrying out of this Agreement, shall have any personal interest, direct or indirect, in this Agreement.



ARTICLE XII

CONFIDENTIALITY

12.01 In order for the DEGC to effectively fulfill its covenants and obligations to DDA under this Agreement, it may be necessary or desirable for DDA to disclose confidential and proprietary information to the President of DEGC and the Designated Staff pertaining to DDA's past, present and future activities. Since it is difficult to separate confidential and proprietary information from that which is not, the DEGC shall instruct its President and Designated Staff to regard all information gained by each such person as a result of the services to be performed hereunder, as information which is proprietary to DDA and not to be disclosed to any other organization or individual without the prior consent of DDA.

12.02 The DEGC agrees to take appropriate action with respect to its personnel to ensure that the obligations of non-use and non-disclosure of confidential information as stated in this Article XII are enforced.

12.03 All of the reports, information, data, etc., prepared or assembled by the DEGC under this Agreement shall be confidential and the DEGC agrees that such reports, information, data, etc., shall not be made available to any individual or organization without the prior written consent of DDA.

ARTICLE XIII

FAIR EMPLOYMENT PRACTICES

13.01 In accordance with the United States Constitution and all Federal legislation and regulations governing fair employment practices and equal employment opportunity, including but not limited to the Civil Rights Act of 1964 (P.L. 88-352, 78 stat. 252) and in accordance with the



Michigan Constitution and all State laws and regulations governing fair employment practices and equal employment opportunity, including but not limited to the Michigan Civil Rights Act (P.A. 1976 No. 453) and the Michigan Handicappers Civil Rights Act (P.A. 1976 No. 220), the DEGC agrees that it will not discriminate against any person, employee, consultant or applicant for employment with respect to his or her hire, tenure, terms, conditions or privileges of employment because of his or her religion, race, color, national origin, age, sex, height, weight, marital status or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position.

13.02 DEGC further agrees to take affirmative action to achieve reasonable representation of minority groups and women in its work force. Such affirmative action shall include, but shall not be limited to, the following areas: employment, promotion, demotion or transfer, recruiting or recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training or education, including apprenticeships.

13.03 DEGC shall not discriminate against any employee or applicant for employment, training, education or apprenticeship connected directly or indirectly with the performance of this Agreement, with respect to his or her hire, promotion, job assignment, tenure or terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex or sexual orientation.

13.04 In the event DEGC fails to comply with the provisions of this Article, DDA may impose such contract sanctions as it may deem appropriate, including but not limited to cancellation, termination or suspension of this Agreement in whole or in part.



13.05 Breach of the terms of this Article may be regarded as a material breach of this Agreement.

ARTICLE XIV

COMPLIANCE WITH APPLICABLE LAWS

14.01 This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

ARTICLE XV

NOTICES

15.01 All notices, consents, approvals, requests and other communications (herein collectively called "Notices"), required or permitted under this Agreement shall be given in writing, signed by an authorized representative of the DEGC or DDA, mailed by first class mail and addressed as follows:

If to the DDA: Vice Chairperson
Downtown Development Authority
500 Griswold, Suite 2200
Detroit, Michigan 48226

If to the DEGC: President
Detroit Economic Growth Corporation
500 Griswold, Suite 2200
Detroit, Michigan 48226

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



15.03 Notwithstanding the requirement above as to the use of first class mail, termination notices shall be sent by registered mail, postage prepaid, return receipt requested.

ARTICLE XVI

ASSIGNMENT

16.06 Neither party shall assign or encumber directly or indirectly any interest whatsoever in this Agreement, nor shall either party transfer any interest in the same without prior written approval of the other party.

ARTICLE XVII

DEFAULT

17.01 In the event of any default by either party to this Agreement with regard to any provision hereof, the non-defaulting party shall notify the other in writing. The defaulting party shall have thirty (30) days after delivery of said written notice of default to cure said default. Non-compliance or non-curing of said default or absence of a good faith attempt to so cure said default within the thirty (30) days provided herein, shall be considered a material breach of this Agreement.

ARTICLE XVIII

REMEDIES

18.01 Either party to this Agreement shall have the right to protect and enforce all rights available to it by suite in equity, action at law or by any other appropriate proceedings, whether for specific performance of any covenant or covenants contained in this Agreement, or damages, or other relief, or proceed to take any action authorized or permitted under applicable laws or regulations.



18.02 Except as otherwise specifically provided in this Agreement, all rights and remedies of the parties under this Agreement shall be cumulative.

ARTICLE XIX

MISCELLANEOUS

19.01 Upon the request of DDA, DEGC shall promptly make available to DDA any documents in DEGC's possession relating to matters with respect to which DEGC has rendered services under this Agreement.

19.02 This document contains the entire agreement between the parties and all prior negotiations and agreements are merged herein. Neither DDA, DEGC, nor their agents have made any representations except those expressly set forth herein, and no additional rights or remedies shall accrue to either party by implication or otherwise unless expressly set forth herein.

19.03 If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19.04 The captions and headings of this Agreement are inserted for convenience only, and shall not modify or affect the intent or operative paragraphs or provisions of this Agreement, and shall be disregarded in construction or interpretation thereof.

19.05 This Agreement shall bind, and the rights, benefits and advantages shall inure to the successors of DDA and DEGC.



19.06 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 the execution and delivery of this Agreement have been duly authorized by all necessary action; and that this Agreement constitutes respectively its valid, binding and enforceable obligation.

IN WITNESS WHEREOF, the CITY OF DETROIT DOWNTOWN DEVELOPMENT AUTHORITY and the DETROIT ECONOMIC GROWTH CORPORATION, by and through their duly authorized representatives, have executed this Agreement as of the year and date first written above.

CITY OF DETROIT
DOWNTOWN DEVELOPMENT AUTHORITY

By: _____
Its: _____

By: _____
Its: _____

DETROIT ECONOMIC GROWTH CORPORATION

By: _____
Its: President and CEO

APPROVED AS TO FORM:

Rebecca A. Navin, Esq.
Counsel to the DDA