



**ECONOMIC DEVELOPMENT CORPORATION
BOARD OF DIRECTORS REGULAR MEETING
TUESDAY, MAY 28, 2024 – 9:15 A.M.**

BOARD MEMBERS PRESENT:

Kwaku Osei
Damon Hodge
Linda Forte
Kimberly Clayson
Chris Jackson
Clifford Brown
Marsha Bruhn

BOARD MEMBERS ABSENT:

Thomas Stallworth
Antoine Bryant (Ex-Officio)
John Naglick (Ex-Officio)

**SPECIAL DIRECTORS
PRESENT:**

None.

**SPECIAL DIRECTORS
ABSENT:**

Jon Newton (Waterfront East Development)
Frank Taylor (Waterfront East Development)

OTHERS PRESENT:

Jennifer Kanalos (DEGC/EDC)
Sierra Spencer (DEGC/EDC)
Brian Vosburg (DEGC/EDC)
Glen Long, Jr. (DEGC/EDC)
Rebecca Navin (DEGC/EDC)
Nasri Sobh (DEGC/EDC)
Medvis Jackson (DEGC/EDC)
Ashley Dreyer (DEGC/EDC)
Kevin Johnson (DEGC/EDC)
Kelly Shovan (DEGC/EDC)
Detroit Otterpilot
Perry – Detroit Documenters
GM
Dasha



**MINUTES OF THE ECONOMIC DEVELOPMENT CORPORATION
BOARD OF DIRECTORS REGULAR MEETING
DETROIT ECONOMIC GROWTH CORPORATION
500 GRISWOLD, SUITE 2200, DETROIT, MI 48226
TUESDAY, MAY 28, 2024 – 9:15 A.M.**

GENERAL

Call to Order

Noting that a quorum was present, Chair Forte called the regular meeting of the Economic Development Corporation Board of Directors to order at 9:28 a.m.

Approval of Minutes

Ms. Forte asked if there were any additions, deletions, or corrections to the minutes of the May 2, 2024, special Board meeting. Hearing none, Ms. Forte called for a motion.

Mr. Brown made a motion to approve the minutes of the May 2, 2024, special Board meeting, as written. Mr. Hodge seconded the motion. All were in favor with none opposed.

EDC Resolution Code 24-05-02-382 was unanimously approved.

Receipt of Treasurer's Report

Ms. Shovan reviewed the revised Treasurer's Report of Receipts and Disbursements for the month of April 2024. Ms. Forte called for a motion.

Mr. Brown made a motion to approve the Treasurer's Report of Receipts and Disbursements for the month of April 2024, as presented. Mr. Osei seconded the motion.

EDC Resolution Code 24-05-03-298 was unanimously approved.

PROJECTS

East Riverfront: Parking Lot Agreements

Mr. Howell explained that the Economic Development Corporation ("EDC") owns approximately 9 acres situated along Atwater St. Currently, the properties are partially paved and mostly have unmaintained gravel lots with fencing of various quality. 1901 E. Atwater is primarily utilized by the Department of Natural Resources ("DNR") as a parking lot for the patrons of the Outdoor Adventure Center (the "OAC"). 2111 E. Atwater, 2135 E. Atwater, and 2155 DuBois (collectively with 1901 E. Atwater, the "Parking Lots") mainly service the parking needs of The Aretha Franklin



Amphitheatre (the “AFA”) with some use by the public along the East Riverfront. In the future, the EDC intends to facilitate urban infill development on these parcels, including structured parking.

Since the opening of the OAC, 1901 E. Atwater has been leased to the DNR for use by OAC patrons, as well as DNR boat slip owners and facility renters. In 2017, the EDC approved the execution of a contract with EZ Parking and Metro Valet (the “Operator”) to manage the Parking Lots (the “Management Contract”), including 1901 E. Atwater outside of the OAC’s normal operating hours. Following the end of last year’s summer season, staff terminated the Management Contract following its determination that entering into direct arrangements with AFA and DNR for management of the Parking Lots would allow for more effective management and use of the Parking Lots. This arrangement is also responsive to a request from the City of Detroit that we assist the AFA in solving certain challenges with respect to event and staff parking.

Following discussions with representatives for the AFA and the DNR, staff proposes entering into agreements with each entity, as follows:

- 1) Exhibit A outlines the proposed terms and conditions to approve a lease agreement with the DNR for the use and operation of 1901 E. Atwater (the “DNR Lease”).
- 2) Exhibit B outlines the proposed terms and conditions of a management operating agreement with Parking Generations, LLC, on behalf of the AFA for 2111 E. Atwater, 2135 E. Atwater, and 2155 DuBois (the “AFA Management Contract”).

A resolution approving the DNR Lease and the AFA Management Contract was attached for the Board’s consideration.

Ms. Forte called for questions.

Mr. Jackson asked if all of the parking lots were gravel. Mr. Howell responded that they were all gravel. Mr. Jackson asked if the lots would be grandfathered and therefore be able to remain as gravel lots to avoid capital costs for new parking lot requirements. Mr. Howell stated that Easy Parking and Metro Ballet did not incur any costs when obtaining the necessary permits and would be the same for the current project.

Ms. Bruhn asked what would happen to the parking for the Outdoor Adventure Center and the Aretha Franklin Amphitheater in the event a development plan is approved. Mr. Howell explained that any development plan would have to incorporate parking for both sites. Ms. Bruhn asked if a development plan was to be considered if the plan would be brought to the EDC Board. Mr. Howell stated that the plan would come before the Board.

Ms. Forte called for any further questions.

Hearing none, Ms. Forte called for a motion to approve the East Riverfront: Parking Lot Agreements, as presented.



Mr. Brown made a motion to approve the East Riverfront: Parking Lot Agreements. Mr. Hodge seconded the motion.

EDC Resolution Code 24-05-52-19 was approved.

Motor City Match Round 20 Awards: ComodiTeas Tea, LLC Address Change and Grant Extension

Ms. Dreyer stated that on August 30, 2022, the Board of Directors of The Economic Development Corporation of the City of Detroit (the “EDC”) approved the Motor City Match Round 20 awardees. As part of the Round 20 awards, ComodiTeas Tea, LLC was selected as a Cash awardee.

When receiving a project update from business owner Katrina Anderson of ComodiTeas Tea, LLC, EDC staff was notified that the business had changed commercial locations since their initial Motor City Match Cash award due to unforeseen circumstances discovered at the commercial space. The address initially awarded with the ComodiTeas Tea, LLC Cash grant was 8045 Linwood, Detroit, MI 48206. After being awarded and moving into the space, the basement was found to be flooded and the building owner would not agree to resolve the issue. Since ComodiTeas Tea, LLC requires a dry environment to safely store inventory and tea products per health code regulations, business owner Katrina Anderson was unable to open in the aforementioned space due to the condition of the basement that was unknown at time of her award. Since then, Ms. Anderson has secured a new commercial location through an executed lease at 8100 Kercheval, Detroit, MI 48214. She has provided EDC staff with an updated budget to reflect the work that needs to be completed in order to move into the new space as well as all additional financing needed to complete the project. The updated budget provided is aligned with the \$70,000 Cash grant initially awarded. The Motor City Match team is committed to this project, a black-owned woman-owned business, and respectfully requests a 1-year extension on the grant as well as an address change from 8045 Linwood, Detroit, MI 48206 to 8100 Kercheval, Detroit, MI 48214.

A resolution approving the grant extension and change of ComodiTeas Tea, LLC business address was attached for the Board’s consideration.

Ms. Forte called for questions.

Hearing none, Ms. Forte called for a motion to approve the Motor City Match Round 20 Awards: ComodiTeas Tea, LLC Address Change and Grant Extension, as presented.

Mr. Jackson made a motion to approve the Motor City Match Round 20 Awards: ComodiTeas Tea, LLC Address Change and Grant Extension. Ms. Clayson seconded the motion.

EDC Resolution Code 24-05-91-148 was approved.



ADMINISTRATION

EDC Budget for FY 2024-2025

Ms. Kanalos shared the EDC operating budget for FY 2024-2025 for the Board's review and approval. A resolution adopting EDC's operating budget for FY 2024-2025 was attached as Exhibit A.

Ms. Kanalos stated that the EDC Finance Committee reviewed the FY 2024-2025 operating budget at its May 28, 2024 meeting.

Ms. Forte called for questions.

Hearing none, Ms. Forte called for a motion to approve the EDC Budget for FY 2024-2025, as presented.

Mr. Osei made a motion to approve the EDC Budget for FY 2024-2025. Mr. Brown seconded the motion.

EDC Resolution Code 24-05-01-234 was approved.

Renewal of the DEGC/EDC Contract

Ms. Kanalos stated that the Economic Development Corporation's (the "EDC") Professional Services Agreement (the "DEGC Agreement") with the Detroit Economic Growth Corporation (the "DEGC") will expire on June 30, 2024.

Staff is requesting authorization to extend the DEGC Agreement ("Exhibit A") for the period of July 1, 2024 to June 30, 2025.

The DEGC Agreement will be for a base compensation of \$800,000.00 funded from the City Agreement allocation of \$280,000.00, \$350,000.00 from EDC's Trizec Annuity, and \$170,000.00 from EDC's Loan repayment account, plus such additional amounts authorized by the DEGC Agreement.

A resolution authorizing the execution of the DEGC Agreement for the period of July 1, 2024 to June 30, 2025 was attached for the Board's consideration.

Ms. Forte called for questions.

Hearing none, Ms. Forte called for a motion to approve the Renewal of the DEGC/EDC Contract, as presented.

Mr. Brown made a motion to approve the Renewal of the DEGC/EDC Contract. Mr. Osei seconded the motion.



EDC Resolution Code 24-05-01-235 was approved.

Contract Between the City of Detroit and the EDC

Ms. Kanalos stated that the Economic Development Corporation's (the "EDC") agreement (the "City Agreement") with the City of Detroit (the "City") will expire on June 30, 2024.

Staff is requesting authorization to execute a new City Agreement together with such changes recommended or required by counsel for either party, for the period of July 1, 2024 to June 30, 2025.

The City Agreement is anticipated to have a contract value in an amount not to exceed \$800,000.00, a portion of which will be used to operate the Next Michigan Development Corporation. In addition, the City Agreement is expected to include a \$500,000 allocation to the Detroit Economic Growth Association ("DEGA") to fund the establishment of a Detroit Legacy Business Fund to be operating by the DEGA using these and philanthropic funds (the "DEGA Allocation"). EDC staff expects the City Agreement to be substantially the same as it has been for over 40 years, but if there is significant variation, staff will provide to the EDC Board for review prior to its execution.

A resolution authorizing execution of the City Agreement and the transfer of the DEGA Allocation to the DEGA pursuant to a funding agreement was attached for the Board's review and consideration.

Ms. Forte called for questions.

Hearing none, Ms. Forte called for a motion to approve the Contract Between the City of Detroit and the EDC, as presented.

Mr. Brown made a motion to approve the Contract Between the City of Detroit and the EDC. Mr. Osei seconded the motion. Ms. Clayson abstained from the vote.

EDC Resolution Code 24-05-01-236 was approved.

Election of Officers

Ms. Kanalos explained that the EDC Act 338 of Michigan Acts 1974, as amended, requires that the Officers of the Board of Directors be elected at its annual meeting.

The FY 2023-2024 slate of officers were as follows:

Linda Forte, Chairperson



Vacancy, Vice Chairperson
Marsha Bruhn, Secretary
Thomas Stallworth, Treasurer

Staff proposed that the Chairperson open the floor to nominations.

Ms. Forte opened the floor to nominations for the Election of Officers.

Mr. Osei nominated himself for the position of Vice Chairperson.

Mr. Hodge made a motion to nominate the current slate to serve another term with the addition of Mr. Osei as Vice Chairperson. Mr. Jackson supported the motion. All were in favor with none opposed.

Ms. Forte called for a motion to elect the current slate of officers to serve another term with Mr. Osei as Vice Chairperson.

Mr. Brown made a motion to elect the current slate of officers. Mr. Clayson seconded the motion. All were in favor with none opposed.
EDC Resolution Code 24-05-01-237 was unanimously approved.

Schedule of Regular EDC Board Meetings for FY 2024-2025

Ms. Kanalos stated that a resolution was attached for the Board's review and approval adopting a schedule indicating dates of the EDC Board's regular meetings for the fiscal year 2024-2025.

Ms. Forte called for questions.

Hearing none, Ms. Forte called for a motion to approve the Schedule of Regular EDC Board Meetings for FY 2024-2025, as presented.

Mr. Brown made a motion to approve the Schedule of Regular EDC Board Meetings for FY 2024-2025. Mr. Osei seconded the motion.

EDC Resolution Code 24-05-01-238 was approved.

OTHER MATTERS

Ms. Kanalos advised Board members that the fiscal year will end on June 30, 2024 and therefore if reimbursement for parking is needed, receipts would need to be turned in before this date.



Mr. Osei asked if the Board could get information on how ARPA dollars are being spent by the DEGC and what the overall plan is to spend the remainder of the funds. Mr. Osei asked if the Board could be invited to the Motor City Match Awards as standard practice.

PUBLIC COMMENT

None.

ADJOURNMENT

With there being no other business to come before the Board, Ms. Forte adjourned the meeting at 9:53 a.m.



CODE EDC 24-05-02-382

APPROVAL OF MINUTES OF MAY 2, 2024, SPECIAL MEETING

RESOLVED, that the minutes of the special meeting of May 2, 2024, 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 Economic Development Corporation.

May 28, 2024



CODE EDC 24-05-03-298

RECEIPT OF TREASURER'S REPORT FOR APRIL 2024

RESOLVED, that the Treasurer's Report of Receipts and Disbursements for the period ending April 30, 2024, as presented at this meeting, is hereby in all respects accepted as action of the Economic Development Corporation.

May 28, 2024



CODE EDC 24-05-52-19

EAST RIVERFRONT: PARKING LOT AGREEMENTS

WHEREAS, The Economic Development Corporation (“EDC”) owns specific vacant parcels in the East Riverfront used as interim public parking, pending redevelopment, as follows: 1901 E Atwater, 2111 E Atwater, 2135 E Atwater and 2155 DuBois (the “Parking Lots”); and

WHEREAS, the Parking Lots were previously operated and managed pursuant to a contract between the EDC and EZ Parking and Metro Valet, which contract was terminated in fall, 2023; and

WHEREAS, the Parking Lot located at 2111 E Atwater, 2135 E Atwater and 2155 DuBois primarily services patrons of the Arthea Franklin Amphitheater (“AFA”); and

WHEREAS, the Parking Lot located at 1901 E Atwater is also subject to a lease agreement between the EDC and the Michigan Department of Natural Resources (“DNR”) for use of such Parking Lot by patrons of its Outdoor Adventure Center and other DNR patrons; and

WHEREAS, EDC staff recommends entering direct agreements with the DNR and AFA relating to the management of the Parking Lots as follows:

- 1) Exhibit A outlines the proposed terms and conditions to approve a lease agreement with the DNR for the use and operation of 1901 E. Atwater (the “DNR Lease”).
- 2) Exhibit B outlines the proposed terms and conditions of a management operating agreement with Parking Generations, LLC, on behalf of the AFA for 2111 E. Atwater, 2135 E. Atwater, and 2155 DuBois (the “AFA Management Contract”).

WHEREAS, the EDC Board of Directors has reviewed the foregoing requests and has determined they are consistent with the EDC’s goal for the revitalization of the East Riverfront and are otherwise appropriate and consistent with the EDC’s statutory purposes.

NOW, THEREFORE, BE IT, RESOLVED, that the terms of the DNR Lease and the AFA Management Contract are hereby approved.

BE IT FURTHER RESOLVED, that any two Officers, or any one of the Officers and any one of the Authorized Agents or any two of the EDC’s Authorized Agents, shall hereafter have the authority to negotiate and execute the DNR Lease and the AFA Management Contract in accordance with the terms herein described, together with such additional terms and deemed necessary or appropriate by EDC counsel, and all other documents, contracts, or papers, and to take all actions, necessary or appropriate to implement the provisions and intent of this resolution on behalf of the EDC.



BE IT FINALLY RESOLVED, that all of the acts and transactions of any officer or authorized agent of the EDC, in the name and on behalf of the EDC, 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.

May 2, 2024 (TABLED)

May 28, 2024



EXHIBIT A

DNR/EDC – Proposed Lease Terms

Parties: EDC and the State of Michigan, through DNR

Premises: 1901 E. Atwater

Term: 3 years with automatic one-year renewals thereafter; provided that after one year, EDC can terminate upon at least six months' notice in the event a development plan is approved by the EDC board of directors (in which case the lease would terminate when the sale closes or the selected developer otherwise requires access for due diligence, pre-development activities or construction activities).

Rent: No monetary consideration, subject to DNR's maintenance obligations and agreement that Parking Revenues (as defined below) will be shared on a 50/50 basis.

Use:

- Enclosed parking area – for parking only, as further described below
- Green space/non-parking areas – for any activity that compliments Milliken State Park and Harbor and Outdoor Adventure Center

Parking: The use of the parking lot will be managed by DNR, with revenues generated from fees payable for parking shared by EDC and DNR on a 50/50 basis, net of maintenance and repair costs. DNR shall collect fees from boat slip owners, and EDC shall collect fees through credit card payments. The fees shall be reconciled every quarter. Parking shall be made available as follows:

Group	Hours	Fees
Outdoor Adventure Center Patrons	During operating hours	~\$5, as adjusted by DNR
DNR Marina Boat Slip owners	24/7 from April – October	\$150 per seasonal pass
DNR Employees	24/7	N/A
DNR Special Event Patrons	During designated events	N/A
Aretha employees and VIPs	During designated events	N/A
Public Parking	All other times	TBD based upon prevailing market rates and applicable restrictions

Maintenance and Repair: Except as noted below, DNR is responsible for all maintenance and repair of the Premises, including but not limited to lawn and landscaping maintenance, snow removal from the parking lot and adjacent sidewalks, and trash and litter removal.



EDC obligations: EDC shall be responsible for the following:

- Installation of fencing around an unenclosed portion of the Parking Lot, including manual gate access for vehicles from St. Aubin into the Parking Lot;
- Parking licensing fees
- Parking control gate internet fees
- One-time repair of potholes in the existing parking lot
- One-time purchase of parking key cards for boat slip owners and DNR employees



EXHIBIT B

EDC/AFA - Proposed Management Contract Terms

Owner: Economic Development Corporation of the City of Detroit (“EDC”)

Operator: Parking Generations, LLC (“Operator”) on behalf of Arthea Franklin Amphitheater (“Amphitheater”)

Premises: 2111 E. Atwater, 2135 E. Atwater, and 2155 DuBois

Term: The initial term of the operating agreement shall be two years, with automatic one-year renewals thereafter; provided, however, the EDC can terminate upon at least six months' written notice in the event a development plan is approved by the EDC board of directors (in which case the lease would terminate when the sale closes or the selected developer otherwise requires access for due diligence, pre-development activities, or construction activities).

Use: The enclosed parking area, as identified on Exhibit A, will be operated by during events at the Amphitheatre and other events occurring in the East Riverfront District as expressly agreed to by EDC. Operator shall lock and secure the lot during periods of non-use.

Fee Sharing Agreement: Revenue generated from parking receipts from patrons and guests of the Amphitheater is to be shared by EDC and the Operator on a 50/50 basis, provided that average operating expenses, excluding labor costs for security and parking lot attendants, are deducted from the gross revenue before the split between the EDC and the Operator.

Maintenance and operations: The operator is responsible for all upkeep and securing vendors for landscaping maintenance, snow removal from the parking lot and adjacent sidewalks, trash and litter removal, and extra lighting. The Operator is required to obtain the necessary City of Detroit approvals, licensing, and insurance consistent with the requirements of the EDC.

EDC obligations: EDC shall be responsible for the following:

- Fencing Maintenance
- Major repairs, if necessary, to the Premises



CODE EDC 24-05-91-148

MOTOR CITY MATCH ROUND 20 AWARDS: COMMODITEAS TEA, LLC ADDRESS CHANGE AND GRANT EXTENSION

WHEREAS, on August 30, 2022 the Board of Directors of The Economic Development Corporation of the City of Detroit (the “EDC”) approved the Motor City Match Round 20 awardees, including a Cash track award to ComodiTeas Tea, LLC; and

WHEREAS, in receiving a project update for ComodiTeas Tea, LLC, EDC staff was notified of a location change and project delay for ComodiTeas Tea, LLC; and

WHEREAS, EDC staff is seeking approval to update the approved project address from 8045 Linwood, Detroit, MI 48206 to 8100 Kercheval, Detroit, MI 48214 and extend the grant for a period of one (1) year.

NOW, THEREFORE BE IT RESOLVED that the EDC Board of Directors approves the one (1) year grant extension and the change to ComodiTeas Tea, LLC’s business address in the Motor City Match Round 20 Awards from 8045 Linwood, Detroit, MI 48206 to 8100 Kercheval, Detroit, MI 48214.

BE IT FURTHER RESOLVED, that any two Officers, or any one of the Officers and any one of the Authorized Agents or any two of the EDC’s Authorized Agents shall hereafter have the authority to negotiate and execute all documents, contracts, or other papers and to take such actions as are necessary or appropriate to implement the provisions and intent of this resolution.

BE IT FINALLY RESOLVED, that all of the acts and transactions of any Officer or Authorized Agent of the EDC, in the name and on behalf of the EDC, 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 the execution of these resolutions, are hereby in all respects confirmed, approved and ratified.

May 28, 2024



CODE EDC 24-05-01-234

ADMINISTRATION: EDC BUDGET FOR FY 2024-2025

WHEREAS, on the date hereof, the Board of Directors of the Economic Development Corporation of the City of Detroit (the “EDC”) approved a resolution whereby the EDC would accept funding from the City of Detroit for operations of the EDC for fiscal year 2024-2025; and

WHEREAS, the EDC wishes to adopt a budget for its fiscal year beginning July 1, 2024 and ending June 30, 2025.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Economic Development Corporation of the City of Detroit, as follows:

1. The Budget of the EDC, attached as Exhibit A hereto, for the fiscal year beginning July 1, 2024 and ending June 30, 2025 is hereby approved.

BE IT FURTHER RESOLVED that the EDC Board hereby authorizes any two of its Officers or any two of its Authorized Agents or one Officer and any one Authorized Agent to take any other actions and execute any other documents necessary or appropriate to implement the provisions and intent of this resolution.

BE IT FINALLY RESOLVED that all of the acts and transactions of any Officer or Authorized Agent of the EDC, in the name and on behalf of the EDC, 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.

May 28, 2024

**ECONOMIC DEVELOPMENT CORPORATION OF THE CITY OF DETROIT
OPERATING BUDGET
JULY 1, 2024 TO JUNE 30, 2025**

	Projected Total June 30, 2024	Budget June 30, 2024	Variance	Proposed Budget June 30, 2025
<u>REVENUE</u>				
City of Detroit	800,000	800,000	0	800,000
TSF From Waterfront Reclamation	300,000	300,000	0	300,000
TSF From Motor City Match/Restore	1,113,630	900,000	213,630	1,000,000
TSF From Projects for DEGC Legal	118,921	180,000	(61,079)	180,000
TSF From Casino Development Fund	350,000	350,000	0	350,000
TSF From Recycled Project/Loan Funds	550,000	550,000	0	550,000
TSF From Other Projects	141,376	150,000	(8,624)	50,000
Other Revenue & Service Fees	63,900	25,000	38,900	45,000
	<u>3,437,827</u>	<u>3,255,000</u>	<u>182,827</u>	<u>3,275,000</u>
TOTAL REVENUE	<u>3,437,827</u>	<u>3,255,000</u>	<u>182,827</u>	<u>3,275,000</u>
<u>EXPENSES</u>				
Detroit Economic Growth Corp	800,000	800,000	0	800,000
Detroit Economic Growth Corp Special Proj	600,000	600,000	0	600,000
Other Projects Administrative Fees	1,255,006	1,050,000	(205,006)	1,050,000
Green Grocer Program	525,000	525,000	0	0
Legacy Business Program	0	0	0	500,000
DEGC Legal Services	143,554	200,000	56,446	200,000
Legal Services	30,964	10,000	(20,964)	40,000
Audit	30,000	30,000	0	35,000
NMDC/Miscellaneous	25,445	40,000	14,555	50,000
	<u>3,409,969</u>	<u>3,255,000</u>	<u>(154,969)</u>	<u>3,275,000</u>
TOTAL EXPENSES	<u>3,409,969</u>	<u>3,255,000</u>	<u>(154,969)</u>	<u>3,275,000</u>
Operating Surplus/(Shortfall)	27,857	0	27,857	0
Debt Service	0	0	0	0
(Increase)/Decrease in Reserve	(27,857)	0	(27,857)	0
	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET SURPLUS/(SHORTFALL)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>



CODE EDC 24-05-01-235

ADMINISTRATION: RENEWAL OF THE DEGC/EDC CONTRACT

WHEREAS, a contract for Professional Services was heretofore entered into between the EDC and Detroit Economic Growth Corporation (the “DEGC”) as of July 1, 2023 (the “DEGC Agreement”); and

WHEREAS, the DEGC Agreement will expire pursuant to the terms thereof on June 30, 2024, but may be extended in accordance with Section 12 of such DEGC Agreement; and

WHEREAS, the EDC and the DEGC desire to extend the term of the DEGC Agreement for the period commencing July 1, 2024 and ending June 30, 2025; and

WHEREAS, pursuant to Section 5 of the DEGC Agreement, the EDC would pay to the DEGC a base compensation equal to Eight Hundred Thousand and 00/100 (\$800,000.00) Dollars, plus such additional amounts authorized by the DEGC Agreement, for services or activities for or on behalf of the EDC to be rendered by DEGC during such extension period pursuant to the DEGC Agreement.

NOW, THEREFORE, BE IT RESOLVED that the EDC Board of Directors hereby authorizes any two of the following – its Officers or the Authorized Agents - to have full power and authority to execute the City Agreement in such form as required by the City and approved by EDC’s counsel, for the period beginning July 1, 2024 and ending June 30, 2025.

BE IT FURTHER RESOLVED that the EDC Board of Directors hereby authorizes any two of its Officers or two designated Authorized Agents to have full power and authority to execute a new DEGC Agreement, in substantially the form attached hereto as Exhibit A, together with such changes recommended or required by counsel for either party, for the period beginning July 1, 2024 and ending June 30, 2025, for a base compensation of \$800,000.00 payable from the City Agreement allocation of \$280,000.00, \$350,000.00 from EDC’s Trizec Annuity, and \$170,000.00 from EDC’s Loan repayment account, plus such additional amounts authorized by the DEGC Agreement.

BE IT FURTHER RESOLVED that the EDC Board hereby authorizes any two of its Officers or any two of its Authorized Agents or one Officer and any one Authorized Agent to take any other actions and execute any other documents necessary or appropriate to implement the provisions and intent of this resolution.



BE IT FINALLY RESOLVED that all of the acts and transactions of any Officer or Authorized Agent of the EDC, in the name and on behalf of the EDC, 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.

May 28, 2024



Exhibit A AGREEMENT

THIS AGREEMENT, made as of this 1st day of July 2024 (the “Effective Date”) by and between The Economic Development Corporation of the City of Detroit (“EDC”) and the Detroit Economic Growth Corporation (“DEGC”).

WITNESSETH:

WHEREAS, EDC is a public body corporate established and operated pursuant to Act 338 of the Public Acts of 1974, as it may be amended from time to time, being Sections 125.1601 to 125.1636 of the Michigan Compiled Laws (“Act 338”), and Ordinance No. 120-H, Chapter 2, Article 7 of the Code of the City of Detroit, effective June 9, 1976 (the “Ordinance”), for the purpose of undertaking projects relating to the economic development of the City of Detroit (the “City”); 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, EDC has determined that its operational efficiency can best be provided by contracting with DEGC for the availability of staff and administrative services to be performed at all times in accordance with the policy and directives of EDC; and

WHEREAS, DEGC may engage in activities for the purpose of furthering the economic development of the City that are in addition to its activities pursuant to this Agreement and the other contracts hereinabove referred to; and

WHEREAS, DEGC may receive grants and contributions from persons, firms, foundations and corporations in furtherance of its purposes.

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 EDC, as requested by EDC, during the term of this Agreement and any extensions thereof:

A. DEGC shall, forthwith and until otherwise directed by EDC, make itself at all times available to consult with EDC on matters relating to economic development in the City and on the preparation of general and specific plans and programs to further such development.



B. DEGC shall, forthwith and until otherwise directed by EDC, provide to EDC such staff, operational and administrative assistance, and 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 EDC to carry out its purposes pursuant to Act 338.

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

D. DEGC shall, for the consideration of the Board of Directors of EDC, prepare plans and proposals, where appropriate in cooperation with the Planning and Development Department of the City and the EDC, for the purpose of promoting the growth of the City.

E. DEGC shall, but only on specific authorization from the Boards of Directors of EDC and DEGC, act as manager for the maintenance, and the collection of rents or fees in respect, of all buildings or properties under the ownership or control of EDC. The DEGC shall, upon request of the EDC, hold and manage securities for or on behalf of the EDC or with respect to projects undertaken by the EDC.

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

3. The cost of services described in paragraph 1 hereof shall be funded from one or more of the following sources:

A. From funds available to EDC for its operations, except that EDC shall retain from such funds amounts sufficient, and shall itself pay, for the cost of (i) supporting the activities of its Board of Directors, (ii) periodic audits, and (iii) its legal services, and EDC shall not be obligated to expend more funds in respect of the services described in paragraph 1 hereof than are available to it for its operations (after deducting therefrom the amounts required to pay the costs described in clauses (i), (ii) and (iii) above). Such funds payable to DEGC in respect of the services described



in paragraph 1 hereof shall be paid to DEGC at such times and in such amounts as provided in paragraph 5 hereof.

B. From funds paid or payable to DEGC as grants or contributions to DEGC from persons, firms, foundations or corporations for the purpose of fostering the economic development of the City, but only if use of those funds for purposes of this Agreement shall be authorized by DEGC in its sole discretion.

C. From Funds paid to the EDC pursuant to funding or other similar agreements with the City of Detroit and other agencies (collectively referred to as “Agencies”) pursuant to the terms of which the EDC provides management services for projects funded by said other Agencies. Without limiting the generality of the foregoing, in the event that the EDC earns an administrative fee, project management fee, bond issuance 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 by Section 5 hereof. At DEGC’s request, EDC shall require such fee to be paid directly to DEGC by the payor thereof.

D. From such other funds as DEGC may, in its sole discretion, make available for the purposes of this Agreement.

4. DEGC shall submit to EDC, no later than the tenth day following each calendar quarter, a report of all work performed on EDC’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 EDC and its agents at any reasonable time, upon forty-eight (48) hours written notice.

5. EDC shall pay DEGC for the performance of the services hereunder an aggregate amount of EIGHT HUNDRED THOUSAND DOLLARS (\$800,000.00) (the “Base Compensation”), which amount shall be payable as follows: (a) \$300,000.00 will be payable in 12 equal monthly installments of \$25,000.00 beginning July 1, 2024; and (b) \$500,000.00 will be payable as invoiced by the DEGC, during the fiscal year. Payments received by the EDC pursuant to Paragraphs 3B, 3C, and 3D shall be in addition to the Base Compensation and shall be transferred to the DEGC upon receipt thereof by the EDC and shall be deemed to be additional compensation for the services performed pursuant to this Agreement. Furthermore, EDC shall pay DEGC for services performed for or on behalf of EDC 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.

6. Any funds paid to DEGC by EDC pursuant hereto and not expended, or to be expended pursuant to the binding obligation of DEGC for the purposes of and as provided in this Agreement, shall be repaid to EDC within a reasonable period after the termination of this Agreement, including any term



for which this Agreement shall have been renewed. If EDC shall not be in existence at the time of any such repayment, such repayment shall be made to the City.

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

8. 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.

9. None of the directors, officers or employees of DEGC shall be liable to EDC for any action taken, or not taken, in good faith reliance upon this Agreement or upon any request, demand, authorization or directive from EDC, and EDC shall indemnify and hold them 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.

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

11. 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.

12. The original term of this Agreement shall commence on the Effective Date hereof and end on June 30, 2025, and may be extended for a renewal term or renewal terms of twelve (12) months each. Each such renewal shall be made by delivery of written notice by EDC to DEGC on or before the ninetieth (90th) day prior to the end of a term, if such renewal shall be accepted by DEGC within thirty (30) days after such ninetieth (90th) day.

13. 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.

14. EDC hereby declares, represents and warrants that it is entering into this Agreement pursuant to, and in fulfillment of, its statutory responsibilities under Act 338.

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



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

17. 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.

THE ECONOMIC DEVELOPMENT CORPORATION
OF THE CITY OF DETROIT

By: _____

Name: _____

Its: Authorized Agent

By: _____

Name: _____

Its: Authorized Agent

DETROIT ECONOMIC GROWTH CORPORATION

By: _____

Name: _____

Its: President and CEO

APPROVED AS TO FORM:

Rebecca A. Navin, Esq.
Counsel to the EDC



CODE EDC 24-05-01-236

ADMINISTRATION: AUTHORIZATION OF THE CONTRACT BETWEEN THE CITY OF DETROIT AND THE EDC

WHEREAS, the City of Detroit (the “City”) and the Economic Development Corporation (the “EDC”) have previously entered into a services agreement (the “City Agreement”) pursuant to which the EDC renders economic development services to the City and which City Agreement funds a portion of EDC’s operating expenses; and

WHEREAS, the City Council is anticipated to authorize City Agreement in the amount of \$800,000.00 for the period beginning July 1, 2024 and ending June 30, 2025; and

NOW, THEREFORE, BE IT RESOLVED that the EDC Board of Directors hereby authorizes two of its Officers or any two of its Authorized Agents or one Officer and any one Authorized Agent to have full power and authority to execute the City Agreement in such form as required by the City and approved by EDC’s counsel, for the period beginning July 1, 2024 and ending June 30, 2025.

BE IT FURTHER RESOLVED, that the EDC Board of Directors hereby authorizes the transfer of an amount of \$500,000 payable to the EDC under the City Agreement to the Detroit Economic Growth Association (“DEGA”) to fund the establishment of a Detroit Legacy Business Fund consistent with the terms of the City Agreement.

BE IT FURTHER RESOLVED that the EDC Board hereby authorizes any two of its Officers or any two of its Authorized Agents or one Officer and any one Authorized Agent to take any other actions and execute any other documents (including a funding agreement with DEGA for the aforementioned funding) necessary or appropriate to implement the provisions and intent of this resolution.

BE IT FINALLY RESOLVED that all of the acts and transactions of any Officer or Authorized Agent of the EDC, in the name and on behalf of the EDC, 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.

May 28, 2024



CODE EDC 24-05-01-237

ADMINISTRATION: ELECTION OF OFFICERS

RESOLVED that the following are hereby elected as Officers of the Board of Directors of the Economic Development Corporation of the City of Detroit:

Linda Forte, Chairperson
Kwaku Osei, Vice Chairperson
Marsha Bruhn, Secretary
Thomas Stallworth, Treasurer

May 28, 2024



CODE EDC 23-05-01-238

ADMINISTRATION: SCHEDULE OF REGULAR EDC BOARD MEETINGS FOR FY 2024-2025

RESOLVED that the Board of Directors of the Economic Development Corporation of the City of Detroit (the “EDC”) hereby adopts the following as its schedule of regular meetings for its fiscal year beginning July 1, 2024 and ending June 30, 2025. Unless otherwise posted, such meetings will be held on the **second and fourth Tuesday of each month at 9:00 a.m.** (with the exception of December as noted below) in the offices of the Detroit Economic Growth Corporation, 500 Griswold Street, Suite 2200, Conference Room A, as follows:

2024

July 9, 2024
 July 23, 2024
 August 13, 2024
 August 27, 2024
 September 10, 2024
 September 24, 2024
 October 8, 2024
 October 22, 2024
 November 12, 2024
 November 26, 2024
 December 10, 2024
 December 17, 2024*

2025

January 14, 2025
 January 28, 2025
 February 11, 2025
 February 25, 2025
 March 11, 2025
 March 25, 2025
 April 8, 2025
 April 22, 2025
 May 13, 2025
 May 27, 2025
 June 10, 2025
 June 24, 2025

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

May 28, 2024