Agenda
Downtown Economic Growth Authority
Board of Directors

City of Kalamazoo

Monday, November 20, 2023 3:00 PM

Main Conference Room, City of Kalamazoo Community Planning and Economic Development - 245 N Rose Street, Suite 100

A. CALL TO ORDER/ROLL CALL

1. **Purpose Statement:**

The purpose of this Downtown Development Authority is to halt property value deterioration and promote economic growth within its business district, to increase property value.

The purpose of this Downtown Economic Growth Authority is to correct and prevent deterioration in residential, commercial, and industrial areas, to authorize the acquisition and disposal of interests in real and personal property; to authorize the creation and implementation of development plans and development areas.

The Kalamazoo DDA and DEGA, acting in concert, have set forth the strategic objective of focusing its resources on improving **"The First 16 Feet"**, a three-dimensional volume of space including buildings **ground floor façade**, the **frontage** that exists between the façade and the common space, and the **common space** that provides access to and through the district.

2. **Swearing In Of New Members** - Scott Borling, City Clerk

B. ADOPTION OF FORMAL AGENDA

C. APPROVAL OF MINUTES

1. Approval of the minutes from the meeting of the Downtown Economic Growth Authority Board on October 16, 2023. (**Action: Motion to approve**)

D. REPORTS AND PRESENTATIONS

1. 266 E Michigan - DEGA Step Aside Request

2. 2024 DEGA Budget Discussion

3. Financial Report **(Action: Motion to Approve the Financial Report as Presented)**

4. Events & Marketing Committee Report

5. Recruitment and Retention Committee Report

E. DISCUSSION/ACTION ITEMS

1. Service Agreement Between DDA/DEGA and The City of Kalamazoo

2. Amendment to Tax Increment Financing Plan

F. PUBLIC COMMENTS

G. DIRECTORS' COMMENTS

H. ADJOURNMENT

KALAMAZOO DOWNTOWN
ECONOMIC GROWTH
AUTHORITY

Board of Directors Regular Meeting Minutes

October 16, 2023, 3:00 p.m. | Community Room, Kalamazoo City Hall

PRESENT: Mayor David Anderson, Curt Aardema, Carl Brown, Grant Fletcher, Stephanie Hinman, Matt Hollander, Clarence Lloyd

ABSENT: Jeff Breneman, Susan Lindemann

STAFF: Paul Thuringer, Jaime Marsman

A. CALL TO ORDER

DIRECTOR FLETCHER CALLED THE MEETING TO ORDER AT 3:02 P.M

ROLL CALL

PRESENT: Mayor David Anderson
Curt Aardema
Carl Brown
Grant Fletcher
Stephanie Hinman
Matt Hollander
Clarence Lloyd

ABSENT: Jeff Breneman
Susan Lindemann

EXCUSED: Jeff Breneman
Susan Lindemann

THE OCTOBER 16, 2023, ATTENDANCE INCLUDING EXCUSED AND UNEXCUSED ABSENCES ARE RECORDED.

Director Fletcher read the Purpose Statement.

B. ADOPTION OF FORMAL AGENDA

Director Fletcher noted that there are two changes to the agenda with two items added under Section D as follows:

1. **Recognition of Carl Brown's Service to the DDA/DEGA Board**
2. **Appointment of Jeff Breneman to the Executive Committee Secretary position, pending Kwame Gyimah's appointment to the DDA/DEGA Board**

DIRECTOR HOLLANDER MOVED TO ADOPT THE OCTOBER 16, 2023 AGENDA AS AMENDED. DIRECTOR BROWN SECONDED. NO OBJECTIONS. MOTION CARRIED.

C. APPROVAL OF MINUTES

DIRECTOR HINMAN MOVED TO APPROVE THE SEPTEMBER 18, 2023 MINUTES. DIRECTOR AARDEMA SECONDED. NO OBJECTIONS. MOTION CARRIED.

D. REPORTS AND PRESENTATIONS

1. Recognition of Carl Brown's Service to the DDA/DEGA Board

Director Brown stated that he is excited that Mr. Gyimah will be joining the DDA/DEGA Board. Director Brown has been on the DDA/DEGA Board for 10 years. He reflected on changes that have occurred and stated that he is excited to see that the board has a clear purpose and direction. Director Brown will retain his position on the Events & Marketing Committee. Director Fletcher thanked Director Brown for his service and for all that he has done for Downtown.

Mayor Anderson gave Director Brown a small token of appreciation. He stated that Director Brown is a great example of caring for the community and thanked him for his service. The Board thanked Director Brown.

2. Appointment of Jeff Breneman to the Executive Committee Secretary position, pending Kwame Gyimah's appointment to the DDA/DEGA Board

Director Fletcher stated that pending approval of Mr. Gyimah's appointment approval at this evening's City Commission, this will be Director Brown's last meeting. The Executive Committee would like to appoint Director Breneman to serve as secretary for that group in the absence of Director Brown. It was noted that Director Breneman is prepared and willing to serve in this capacity.

DIRECTOR AARDEMA MOTIONED TO APPOINT JEFF BRENEMAN TO THE EXECUTIVE COMMITTEE SECRETARY POSITION, PENDING KWAME GYIMAH'S APPOINTMENT TO THE DDA/DEGA BOARD. DIRECTOR BROWN SECONDED. NO OBJECTIONS. MOTION CARRIED.

3. Financial Report

Mr. Thuringer shared the Financial Report, and he noted that there are no major changes.

Director Aardema questioned the length of the Big Belly contract. Mr. Thuringer stated that it is a 5-year contract that began two years ago. Contract details were discussed. Mr. Thuringer noted that some Big Belly containers will be relocated Downtown from the Festival Site to better serve the community.

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DIRECTOR HINMAN MOVED TO ACCEPT THE FINANCIAL REPORT AS PRESENTED. DIRECTOR BROWN SECONDED. NO OBJECTIONS. MOTION CARRIED.

4. Events & Marketing Committee Update

Director Brown stated that the Events & Marketing Committee recommended, at the committee level, that they move forward with a short-term holiday grant program and work with City staff to build an online application. That application is pending launch on the city website. City staff is verifying the budget and availability. Additional recommendations will be available at the next meeting. It was noted that cost savings were created by maintaining the white lights downtown rather than switching to colored holiday lights.

Director Brown discussed the process for applying for grant dollars. He noted that the processes currently being created are designed to be easily reproducible.

5. Recruitment and Retention Committee Report

Director Aardema stated that the first meeting of this Committee was held last week with Director Lloyd and Kwame Gyimah. There was also input from Chris Lampen-Crowell from Gazelle Sports. They discussed the objective of the committee and the history of retail recruiting and retention in Kalamazoo. Sources of input and information were discussed. An inventory of downtown retail spaces is being developed. Another meeting is scheduled for early next month.

Mayor Anderson asked how membership in the Committee is determined. Director Aardema stated that he worked with Chair Lindemann regarding Committee members. He noted that the design is to focus on retail and that there is intention for broad conversations with the community.

Director Brown asked if this was recruitment for retail only or developers as well. Director Aardema stated that the focus of the committee is first-floor space. Discussions are currently centered on inventory on hand now or to come online soon rather than recruitment of developers.

6. Update on Budget and Development Plans

Mr. Thuringer stated that they have been working closely with the Executive Committee on the 2024 Budget. Attorney Jessica Wood will be at the Board meeting next month regarding the changes to the Development Plan.

E. DISCUSSION/ACTION ITEMS

None.

KALAMAZOO DOWNTOWN ECONOMIC GROWTH AUTHORITY

Board of Directors Regular Meeting Minutes

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F. STAFF UPDATES

Mr. Thuringer suggested that the DDA & DEGA Board meetings could be moved to the City's offices of Community Planning & Economic Development (CPED) located at 245 N Rose Street. He stated that this would assist with the noise issue that is currently being experienced by attendees. It was discussed that CPED has a doorbell system for entry, but City Staff would be on hand to admit the public to the meeting. The board agreed to move the meeting location to CPED. Reminders will be sent to Board members, and the public will be alerted as to the location change.

There was discussion about the process for addressing public comments and how those items are incorporated into agenda items. Director Brown noted that, historically, it has been the work of staff to respond to comments. The number of Board seats was also discussed. Director Fletcher noted that the number of seats on both the DDA & DEGA Boards were reconciled so that the seats were even on each board and stayed in line with the statute requirements.

Director Hollander requested that the Purpose Statement be added to the City's DDA/DEGA Board page, if possible.

There was a discussion regarding the Kalamazoo Downtown Partnership website. As it existed to serve the purpose of downtown, the DDA/DEGA has the rights and responsibilities to manage it. This will be discussed further at a later time.

G. PUBLIC COMMENTS

1. **None.**

H. DIRECTOR'S COMMENTS

1. Director Hollander stated that the State's new Housing TIF Plan will fundamentally change the types of projects we see moving forward and affect the Board's relationship with the BRA. He noted that the Board should be proactive regarding this.
2. Director Fletcher responded to Director Hollander's comment and stated that initial conversations have been had with the leadership group with the BRA about how to proceed.

I. ADJOURNMENT

DIRECTOR FLETCHER ADJOURNED THE MEETING AT 3:41 P.M.

fishbeck
Engineers | Architects | Scientists | Constructors

2960 Interstate Parkway
Kalamazoo, Michigan 49048

269.342.1100 | fishbeck.com

266 E. Michigan Project Fact Sheet

Project Overview: The proposed project includes the redevelopment of a historic building situated on an approximately 0.078-acre parcel located at 266 E. Michigan Avenue in the City of Kalamazoo, Michigan (the "Property"). The Property is comprised of a four-story building, the first floor being commercial space and the upper three floors being vacant and undeveloped, in the heart of downtown Kalamazoo. The developer will redevelop the upper three floors into residential apartments, comprising approximately 13,600 square feet.

Parcel ID: 06-15-379-006

The purpose of this Plan is to provide for reimbursement of the eligible activity expenses incurred and to be incurred by the developer on the Property and improvements that will directly benefit the Property.

Eligible Costs

School and Local

- **Pre-Approved Activities** (i.e., Phase I Environmental Site Assessments, Phase II Environmental Site Assessments, Baseline Environmental Assessments, Asbestos, Lead, and Mold Surveys, and Pre-Demolition Survey) $20,000.
- **Lead and Asbestos Abatement**: The developer will incur costs associated with initial surveys of the Property and proper abatement and disposal of lead and asbestos prior to demolition activities. The initial cost of these activities was anticipated to total $15,500. The new anticipated total is $17,500.
- **Demolition:** Existing site improvements and parts of the interior of the building will be demolished, including the removal of certain interior improvements in the upper three floors of the building that are outdated or unsuited to the proposed residential housing. The initial cost of these activities was anticipated to total $35,000. The new anticipated total is $200,000.
- **Public Infrastructure:** Infrastructure improvements that directly benefit eligible property will include utility, road, and other eligible infrastructure improvements. The initial cost of these activities was anticipated to total $10,500. The new anticipated total is $20,000.
- **Brownfield Plan/Work Plan Preparation** The total cost of these activities is anticipated to be $10,000. The new anticipated total is $10,750.
- **15% Contingency:** The total contingency cost is anticipated at $9,000. The new anticipated total is $35,625.

  Original Total: $100,000
  Requested Amendment Total: $303,875

Anticipated Outcomes:

- **$104,489** Initial Taxable Value (2020)
- **$412,500** Future Taxable Value (Original FTV Estimate)

Original Outcomes:

- **11** Units Upon Completion
- **$3.7M** Total Investment
- **6** Years of Brownfield Plan Capture (Developer)
- **$100,000** Maximum Amount of Developer Eligible Activities

Amendment Outcomes:

- **13** Units Upon Completion, **4** will be leased at 80-120% of AMI
- **$4.6M** Total Investment
- **$303,875** Maximum Amount of Developer Eligible Activities

Downtown Economic Growth Authority
2024 Proposed Budget

Revenues		
Local Tax Capture	$	615,000
Contributions & Sponsorships	$	102,000
Transfer from DDA	$	40,000
Total Revenues	**$**	**757,000**

Expenses		
Operating Supplies	$	-
Professional and Contractual Services	$	353,600
Sponsorships	$	103,000
Tax Appeals	$	5,000
Audit Fees	$	13,400
Legal Services	$	15,000
Liability Insurance	$	8,500
Administrative Fees	$	125,000
Debt Service	$	133,500
Total Expenses	**$**	**757,000**

Surplus (Deficit)	$	-

Proposal	Account String	Fund name
DEGA (251)	251-737-00.000-BLANK-BLANK-729.000	251
DEGA (251)	251-737-00.000-BLANK-BLANK-801.000	251
DEGA (251)	251-737-00.000-BLANK-BLANK-801.000	251
DEGA (251)	251-737-00.000-BLANK-BLANK-801.000	251
DEGA (251)	251-737-00.000-BLANK-BLANK-801.000	251
DEGA (251)	251-737-00.000-BLANK-BLANK-801.000	251
DEGA (251)	251-737-00.000-BLANK-BLANK-801.000	251
DEGA (251)	251-737-00.000-BLANK-BLANK-801.000	251
DEGA (251)	251-737-00.000-BLANK-BLANK-801.000	251
DEGA (251)	251-737-00.000-BLANK-BLANK-801.001	251
DEGA (251)	251-737-00.000-BLANK-BLANK-801.003	251
DEGA (251)	251-737-00.000-BLANK-BLANK-801.003	251
DEGA (251)	251-737-00.000-BLANK-BLANK-801.004	251
DEGA (251)	251-737-00.000-BLANK-BLANK-801.004	251
DEGA (251)	251-737-00.000-BLANK-BLANK-802.001	251
DEGA (251)	251-737-00.000-BLANK-BLANK-802.001	251
DEGA (251)	251-737-00.000-BLANK-BLANK-810.001	251
DEGA (251)	251-737-00.000-BLANK-BLANK-810.003	251
DEGA (251)	251-737-00.000-BLANK-BLANK-811.000	251
DEGA (251)	251-737-00.000-BLANK-BLANK-821.003	251
DEGA (251)	251-737-00.000-BLANK-BLANK-821.003	251
DEGA (251)	251-737-00.000-BLANK-BLANK-821.003	251
DEGA (251)	251-737-00.000-BLANK-BLANK-830.001	251
DEGA (251)	251-737-00.000-BLANK-BLANK-830.001	251
DEGA (251)	251-737-00.000-BLANK-BLANK-880.000	251
DEGA (251)	251-737-00.000-BLANK-BLANK-405.000	251
DEGA (251)	251-737-00.000-BLANK-BLANK-405.000	251
DEGA (251)	251-737-00.000-BLANK-BLANK-405.000	251
DEGA (251)	251-737-00.000-BLANK-BLANK-574.000	251
DEGA (251)	251-737-00.000-BLANK-BLANK-581.000	251
DEGA (251)	251-737-00.000-BLANK-BLANK-586.101	251
DEGA (251)	251-737-00.000-BLANK-BLANK-626.001	251
DEGA (251)	251-737-00.000-BLANK-BLANK-665.001	251
DEGA (251)	251-737-00.000-BLANK-BLANK-676.000	251
DEGA (251)	251-737-00.000-BLANK-BLANK-680.000	251
DEGA (251)	251-737-00.000-BLANK-BLANK-680.000	251
DEGA (251)	251-737-00.000-BLANK-BLANK-680.000	251
DEGA (251)	251-737-00.000-BLANK-BLANK-680.000	251

DEGA (251)	251-737-00.000-BLANK-BLANK-680.000	251
DEGA (251)	251-931-00.000-BLANK-BLANK-693.000	251
DEGA (251)	251-931-00.000-BLANK-BLANK-696.001	251

Fund name Name	Type	Account Code
DOWNTOWN ECONOMIC GROWTH AUTHORITY FUND	Expenses	729.000
DOWNTOWN ECONOMIC GROWTH AUTHORITY FUND	Expenses	801.000
DOWNTOWN ECONOMIC GROWTH AUTHORITY FUND	Expenses	801.000
DOWNTOWN ECONOMIC GROWTH AUTHORITY FUND	Expenses	801.000
DOWNTOWN ECONOMIC GROWTH AUTHORITY FUND	Expenses	801.000
DOWNTOWN ECONOMIC GROWTH AUTHORITY FUND	Expenses	801.000
DOWNTOWN ECONOMIC GROWTH AUTHORITY FUND	Expenses	801.000
DOWNTOWN ECONOMIC GROWTH AUTHORITY FUND	Expenses	801.000
DOWNTOWN ECONOMIC GROWTH AUTHORITY FUND	Expenses	801.000
DOWNTOWN ECONOMIC GROWTH AUTHORITY FUND	Expenses	801.001
DOWNTOWN ECONOMIC GROWTH AUTHORITY FUND	Expenses	801.003
DOWNTOWN ECONOMIC GROWTH AUTHORITY FUND	Expenses	801.003
DOWNTOWN ECONOMIC GROWTH AUTHORITY FUND	Expenses	801.004
DOWNTOWN ECONOMIC GROWTH AUTHORITY FUND	Expenses	801.004
DOWNTOWN ECONOMIC GROWTH AUTHORITY FUND	Expenses	802.001
DOWNTOWN ECONOMIC GROWTH AUTHORITY FUND	Expenses	802.001
DOWNTOWN ECONOMIC GROWTH AUTHORITY FUND	Expenses	810.001
DOWNTOWN ECONOMIC GROWTH AUTHORITY FUND	Expenses	810.003
DOWNTOWN ECONOMIC GROWTH AUTHORITY FUND	Expenses	811.000
DOWNTOWN ECONOMIC GROWTH AUTHORITY FUND	Expenses	821.003
DOWNTOWN ECONOMIC GROWTH AUTHORITY FUND	Expenses	821.003
DOWNTOWN ECONOMIC GROWTH AUTHORITY FUND	Expenses	821.003
DOWNTOWN ECONOMIC GROWTH AUTHORITY FUND	Expenses	830.001
DOWNTOWN ECONOMIC GROWTH AUTHORITY FUND	Expenses	830.001
DOWNTOWN ECONOMIC GROWTH AUTHORITY FUND	Expenses	880.000
		880.000
		880.001
DOWNTOWN ECONOMIC GROWTH AUTHORITY FUND	Revenues	405.000
DOWNTOWN ECONOMIC GROWTH AUTHORITY FUND	Revenues	405.000
DOWNTOWN ECONOMIC GROWTH AUTHORITY FUND	Revenues	405.000
DOWNTOWN ECONOMIC GROWTH AUTHORITY FUND	Revenues	574.000
DOWNTOWN ECONOMIC GROWTH AUTHORITY FUND	Revenues	581.000
DOWNTOWN ECONOMIC GROWTH AUTHORITY FUND	Revenues	586.101
DOWNTOWN ECONOMIC GROWTH AUTHORITY FUND	Revenues	626.001
DOWNTOWN ECONOMIC GROWTH AUTHORITY FUND	Revenues	665.001
DOWNTOWN ECONOMIC GROWTH AUTHORITY FUND	Revenues	676.000
DOWNTOWN ECONOMIC GROWTH AUTHORITY FUND	Revenues	680.000
DOWNTOWN ECONOMIC GROWTH AUTHORITY FUND	Revenues	680.000
DOWNTOWN ECONOMIC GROWTH AUTHORITY FUND	Revenues	680.000
DOWNTOWN ECONOMIC GROWTH AUTHORITY FUND	Revenues	680.000

DOWNTOWN ECONOMIC GROWTH AUTHORITY FUND	Revenues	680.000
DOWNTOWN ECONOMIC GROWTH AUTHORITY FUND	Revenues	693.000
DOWNTOWN ECONOMIC GROWTH AUTHORITY FUND	Revenues	696.001

Account Name
OPERATING SUPPLIES
PROFESSIONAL AND CONTRACTUAL SERVICES
PROFESSIONAL AND CONTRACTUAL SERVICES
PROFESSIONAL AND CONTRACTUAL SERVICES
PROFESSIONAL AND CONTRACTUAL SERVICES
PROFESSIONAL AND CONTRACTUAL SERVICES
PROFESSIONAL AND CONTRACTUAL SERVICES
PROFESSIONAL AND CONTRACTUAL SERVICES
PROFESSIONAL AND CONTRACTUAL SERVICES
BANK FEES
CONSULTING FEES
CONSULTING FEES
AUDIT FEES
AUDIT FEES
LEGAL SERVICES
LEGAL SERVICES
BUSINESS AND EMERGENCY MEALS
MEMBERSHIPS AND SUBSCRIPTIONS
PROFESSIONAL DEVELOPMENT
LIABILITY INSURANCE
LIABILITY INSURANCE
LIABILITY INSURANCE
ADMINISTRATIVE FEES
ADMINISTRATIVE FEES
PROMOTION AND ADVERTISTING
PROMOTION AND ADVERTISTING
PROMOTION AND ADVERTISTING
PROMOTION AND ADVERTISTING
LOCAL TAX CAPTURE
LOCAL TAX CAPTURE
LOCAL TAX CAPTURE
STATE GRANTS - STATE REVENUE SHARING
CONTRIBUTIONS FROM LOCAL UNITS
CONTRIBUTIONS FROM GENERAL FUND
CHARGES FOR SERVICES
INTEREST ON INVESTMENTS
REIMBURSEMENTS
OTHER REVENUES
OTHER REVENUES
OTHER REVENUES
OTHER REVENUES

OTHER REVENUES
SALE OF CAPITAL ASSETS (GOVERNMENTAL)
BOND PROCEEDS

Description	Period 1 Base
	-
	-
Ambassador contract with Block by Block	
Big Belly Trash Cans Waste Pickup Fee	
Big Belly Trash Cans Monthly Charges	
BestWay Contract	
Website	
Beats on Bates	
Summer Sidewalk Sales	
Workout Wednesdays	
Admin/Marketing for summer events	
	-
	-
Tax appeals	
	-
DEGA Audit fees	
	-
DEGA Legal Services, split 50/50 with DDA	
	-
	-
	-
	-
DEGA Insurance, split 50/50 with DDA	
Special Event insurance	
	-
COK expense allocation split between DDA and DEGA	
Restaurant Week	-
Chili Cookoff	
Holiday Sponsorship	
Skeletour	
DEGA Tax capture	-
Summer	
Winter	
	-
	-
	-
	-
	-
	-
	-
Gilmore Ambassador Revenue	
FFE Ambassador Revenue	
COK Solid Waste Ambassador Revenue	

Parking funds ambassador revenue

	-
	-

Period 1 Itemizations	Period 1 Proposed	
	188,500.00	**Net Budget**
	528,500.00	**Total Expenses**
	-	
	353,600.00	
299,500.00		
4,200.00		
42,900.00		
2,000.00		
5,000.00		
22,500.00		
6,225.00		
3,250.00		
28,025.00		
	-	
	5,000.00	
5,000.00		
	13,400.00	Waiting on auditor confirmation
13,400.00		
	15,000.00	Update on actual usage
15,000.00		
	-	
	-	
	-	
	8,500.00	
2,500.00		
6,000.00		
	125,000.00	
125,000.00		
4,000.00	8,000.00	
4,000.00		
20,000.00		
15,000.00		
	717,000.00	**Total Revenue**
	615,000.00	
	-	
	-	
	-	
	-	
	-	
	102,000.00	
50,000.00		
-		
32,000.00		

20,000.00

-

-

Downtown Economic Growth Authority
9/30/2023 Trial Balance

Assets:		
Cash	$	182,945
Receivables		350
Due From Primary Government		-
Due from Grants Fund		-
Taxes Receivable		-
Total Assets	**$**	**183,295**
Liabilities:		
Accounts Payable	$	-
Event Deposits	$	1,500
Accrued Interest Payable	$	40,000
Total Liabilities		41,500
Fund Balance:		
Fund Balance		141,795
Total Liabilities & Fund Balance	**$**	**183,295**

	2023 Adopted Budget	**September Totals**	**2023 YTD Actuals**
Revenues:			
Taxes	$ 292,702	$ -	280,776
Event Fees	-	200	5,035
Event Sponsorships	424,500	-	150
Transfers In	80,000	-	-
Interest And Rentals	-	-	103
Total Revenues	**797,202**	**200**	**$ 286,064**
Expenses:			-
Professional And Contractual Services	568,700	24,272	269,920
Legal Services And Fees	7,500	-	4,921
Insurance Services	8,500	-	-
Operating Supplies	10,500	-	821
Garbage Disposal	49,100	3,575	34,904
Repairs	-	-	3,575
Community Promotion	10,000	-	31,000
Audit Fees	12,900	-	10,400
Tax Appeal Refunds	5,000	-	-
Administrative Fees	125,000	-	-
Debt Service	-	-	20,000
Total Expenses	**$ 797,200**	**$ 27,847**	**$ 375,541**
Revenues Less Expenses	**$ 2**		**$ (89,477)**

Informational:

Transfers In

Holiday Events Grant Given To The City, Utilized By DEGA

Professional And Contractual Services	
Ambassador Contract	299,500
Winter Events	151,000
Summer Events	67,000
Miscellaneous	51,200
Garbage Disposal	
Big Belly Contract	42,900
Waste Disposal	6,200
Long Term Debt	
City Of Kalamazoo 2019 Loan	300,000
City Of Kalamazoo 2020 Loan	700,000

DOWNTOWN DEVELOPMENT AUTHORITY &
DOWNTOWN ECONOMIC GROWTH AUTHORITY

SERVICE AGREEMENT

This Service Agreement (the "Agreement") is made effective as of the date of the last authorized signatory of a Party, by and between the **Downtown Development Authority of the City of Kalamazoo**, a Michigan statutory authority formed pursuant to Section 2 of Act 57 of 2018, as amended, (the "DDA"), the **Downtown Economic Growth Authority,** a Corridor Improvement Authority formed pursuant to Section 6 of Act 57 of 2018, as amended, (the "DEGA"), mailing address at City Hall, 241 W. South Street, Kalamazoo, Michigan 49008 and the **City of Kalamazoo,** 241 South Street, Kalamazoo, Michigan 49007 (the "City"). Throughout this Agreement, the DDA, the DEGA, and the City are also referred to individually as a "Party" and collectively as the "Parties."

Recitals

A. Pursuant to the Recodified Tax Increment Financing Act, being Act 57 of the Public Acts of Michigan of 2018, and actions of the governing body of the City of Kalamazoo (the "City"), the DDA and the DEGA (the "DDA/DEGA") were created for the purpose of halting property value deterioration, increasing property tax valuation, and promoting economic growth in the City's downtown area and are authorized to exercise all powers granted by Act 57 or its predecessor Acts.

B. The DDA/DEGA do not have any employed staff or the internal capacity to carry out its specific purposes, and accordingly, the DDA/DEGA desires to contract with the City of Kalamazoo to provide services listed under Section 2. Specific Services in this Agreement.

C. The DDA/DEGA and City of Kalamazoo now enter into this Agreement pursuant to the terms and conditions set forth below.

Agreement

1. Engagement of the City. Subject to the terms and conditions of this Agreement,the DDA/DEGA engages the City to provide the specific services set forth below in Section 2 (the "Services") during the term set forth below in Section 3 (the "Term"), and the City accepts such engagement.

2. Specific Services. The City will provide the Services detailed below directly to (and, as applicable, on behalf of) the DDA/DEGA:

a. Negotiate and recommend purchase and disposition contracts, leases, options, and easements relating to land that support, incentivize, and implement development agreement contracts with public and private developers.

b. Negotiate and recommend incentives and development agreement contracts with public and private developers for constructing, reconstructing, rehabilitating, restoring, preserving, equipping, improving, maintaining, repairing, and operating any building or public facility.

c. Develop and implement long-range plans designed to halt the deterioration of property values, expand the taxable land value, increase property tax base, and attract new people living and working to promote the economic growth of the City's downtown area.

d. Develop and implement plans for the construction, renovation, repair, remodeling, rehabilitation, restoration, preservation, or reconstruction of any building or public facility that may be necessary or appropriate for the DDA/DEGA's purposes.

e. Operate and manage any building or public facility under the DDA/DEGA's control.

f. Conduct studies and analyses of the impact of metropolitan growth and economic changes under the City's downtown area. To update goals, track impact, and adjust long and short-range plans if necessary.

g. Provide the above and all other services as the DDA/DEGA and the City may agree to in writing, only as authorized by Section 2 of Act 57 of 2018, as amended, and by any applicable DDA or DEGA Development Plan, necessary or incidental to the exercise of the DDA/DEGA's powers, which are in fulfillmentof the DDA/DEGA's purposes and are in accordance with applicable law.

h. Provide day-to-day administrative services in support of the Services provided pursuant to this Agreement including vendor coordination, contract management, bookkeeping, bidding and RFP production, board management, communications, and planning including, but not limited to, the posting of notices and minute keeping as required by the Open Meetings Act, Act 267 of 1976, as amended.

3. Term. Subject to the provisions of this Agreement, the term of this Agreement will commence on the Effective Date and continue for three years (the "Term"), unless terminated earlier as provided below in Section 4. For purposes of clarification, although it is the intent of the Parties for their relationship as set forth in this Agreement to be long-term, this Agreement will not renew or extend automatically, and the Parties must execute a separate written agreement to renew or extend this Agreement.

4. Termination. Either Party may terminate this Agreement during the Term with or without cause, for any reason, following 180 days written notice.

5. Obligations After Expiration or Termination. Upon the expiration of this Agreement at the end of the Term pursuant to Section 3 above or the termination of this Agreement during the Term pursuant to Section 4 above, all obligations of the Parties under this Agreement will terminate.

6. Payments and Fee Schedule for the Services. The City agrees to render the Services to the DDA/DEGA based upon the following payment and fee schedule:

a. For all items defined under above in Section 2 as the "Services", unless otherwise agreed to in a separate writing between the Parties, the DDA/DEGA will pay the City the sum of One Hundred and Twenty-five Thousand Dollars ($125,000.00).

b. To be paid in four equal installments of $31,250.00 on a quarterly basis.

7. Tangible Assets Provided. If the DDA/DEGA acquires tangible assets (the "DDA/DEGA Assets") which are used by the City in connection with the Services and/or services provided pursuantto agreements with others, the annual depreciated amount of such assets, until fully depreciated, shall be allocated based on usage for the purpose of crediting and assigning costs of such assets. The City agrees to keep a current inventory of such assets and any additions including the annual depreciated amount, which it shall provide to the DDA/DEGA from time to time upon request. The City shall not dispose of any such assets without the approval of the DDA/DEGA.

8. Accounting Records. The City shall keep or cause to be kept full and accurate accounting records related to its activities in providing the Services in accordance with generally accepted accounting principles (GAAP). The City shall maintain or caused to be maintained a system of bookkeeping to track and apportion its expenses related to providing the Services so that they are separate from the other activities of the City that are not Services provided pursuant to this Agreement. The City shall, upon request, give an authorized representative(s) of the DDA/DEGA, designated by the DDA/DEGA's governing board, or an authorized representative(s), designated by the Chief Financial Officer of the City, access to inspect and audit such books and records as is deemed necessary and desirable by the DDA/DEGA or the City. The City shall keep and safely store or caused to be kept and stored such books and records for a minimum of three (3) years or longer if required by the City's record and retention schedule.

9. Ownership of Assets. The ownership of all equipment, furniture, displays, vehicles, and similar tangible property acquired with funds provided by the DDA/DEGA shall immediately upon purchase or acquisition vest in the DDA/DEGA. The City shall keep a written current inventory of such assets identifying the owner which shall be available to the DDA/DEGA for review and inspection uponwritten request. The ownership of all consumable assets, such as office supplies and cleaning materials, purchased with funds received from the DDA/DEGA, shall remain with the DDA/DEGA, but such assets may be utilized and consumed by the City in the provision of the Services pursuant to this Agreement. The assets described in this Agreement shall not be pledged, liened, encumbered, or otherwise alienated or assigned.

10. Insurance. The City will keep in force at all times during the Term a general commercial liability insurance policy, including public liability and property damage, subject to normal policy exclusions, covering the Services provided pursuant to this Agreement in a combined single limit of $1,000,000.00 for each occurrence and $3,000,000.00 in the annual aggregate. The

City will also maintain, if necessary, comprehensive automotive bodily injury and property damage insurance for business use covering all vehicles owned by the DDA/DEGA and operated by employees in connection with the Services. The policies must be written by a companylicensed to do business in the State of Michigan. The coverage amounts under the foregoing policieswill be re-evaluated every three years during the term of this Agreement. Both the DDA/DEGA and the City will be named as an additional or co-insured as their interest may appear. Copies of the policies or certificates evidencing the policies will be provided to the DDA/DEGA and the City upon request. Each policy or certificate will contain a provision or endorsement stating that the policy will not be canceledor materially changed or altered without requiring 30 days' advanced written notice to the DDA/DEGA and the City. The terms of all insurance policies will preclude subrogation claims against the DDA/DEGA and the City.

11. Nondiscrimination. In connection with performance of the Services, the City will not discriminate against any employee or applicant for employment to be employed in performance of the Services with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of race, color, religion, natural origin, age, sex, height, weight, marital status, military status, sexual orientation, orphysical or mental disability. Breach of this provision may be regarded as a material breach of this Agreement as provided in the Persons with Disabilities Civil Rights Act and the Elliot-Larson Civil Rights Act,being respectively Act 220 and Act 243 of the Public Acts of Michigan of 1976, as amended.

12. Freedom of Information. The Parties acknowledge and agree that that DDA/DEGA is a "public body" as that term is defined by the Freedom of Information Act, being Act 442 of the Public Acts of Michigan of 1976, as amended. Accordingly, the DDA/DEGA's records and documents are available to the public pursuant to the guidelines and criteria established by the Freedom of Information Act, and the City will, in any activity performed pursuant to this Agreement on behalf of the DDA/DEGA,make its records and documents concerning such applicable activity available and provide them to the public upon a request made under and pursuant to the provisions of the Freedom of Information Act.

13. Compliance with Applicable Law. The City's performance of the Services will at all times be in conformance with any and all other applicable laws, ordinances, rules, and regulations, including, but not limited to the Michigan Recodified Tax Increment Financing Act, Act 57 of 2018, as amended.

14. Notices. All notices and other communications to be given pursuant to this Agreement will be given in writing and delivered personally, by first-class, or by e-mail, to the appropriate party at the address or e-mail address set forth below

a. If to the DDA:

City of Kalamazoo Downtown Development Authority
Attention: Current DDA Chairperson
E-Mail Address: ________________________
c/o City Hall 241 W. South Street
Kalamazoo, Michigan 49007

b. If to the DEGA:

City of Kalamazoo Downtown Economic Growth Authority
Attention: DEGA Chairperson

E-Mail Address: ________________________
c/o City Hall 241 W. South Street

Kalamazoo, Michigan 49007

c. If to the City: Attention: Rebekah Kik, Assistant City Manager
E-Mail Address: kikr@kalamazoocity.org
City Hall 241 W. South Street

Kalamazoo, Michigan 49007

Either Party may change its designated address/e-mail address by delivery of written notice of the change to the other Party. Notices will be deemed effective upon actual receipt. Actual receipt of electronic e-mail transmissions will be presumed based upon the transmitting Party's record that it was sent and received by the receiving Party.

15. Miscellaneous Provisions.

a. *Assignment*. This Agreement is not assignable by either Party without the prior written consent from the other Party.

b. *Successors and Assigns*. All of the terms and conditions contained in this Agreement will be binding upon and inure to the benefit of the Parties' successors, assigns, and legal representatives.

c. *No Third Parties*. Nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the Parties and their respective successors or permitted assigns, any rights or remedies whatsoever.

d. *Construction*. The Parties acknowledge and agree that each of them participated equally in the drafting of this Agreement. Any rule to the effect that theAgreement is to be construed more strictly against either Party is not applicable.

e. *Governing Law*. This Agreement will be construed in all respects in accordance with the laws of the State of Michigan. Venue of any dispute between the Parties based upon or arising from this Agreement shall lie with a Kalamazoo County court of competent jurisdiction.

f. *Captions and Headings*. The captions or headings of this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provision of this Agreement.

g. *Entire Agreement*. This Agreement constitutes the entire agreement between the Parties and there are no other representations, warranties, promises, guarantees, or agreements, oral or written, expressed or implied, between the Parties with respect to this Agreement.

h. *Amendments*. This Agreement may not be amended, changed, modified, or altered without the express written consent of each Party.

i. *Severability*. In the event any provisions of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

j. *Waiver*. No waiver of any of the provisions of this Agreement will be deemed or constitute a waiver of any other provision, whether or not similar, nor will any waiver be a continuing waiver. No waiver will be binding unless executed in writing by the Party giving the waiver.

k. *Counterparts*. This Agreement may be simultaneously executed in counterparts, each of which will be an original and all of which will constitute one and the same instrument.

[Signatures on following page]

Signature Page

Each of the Parties have authorized the signing of this Agreement by their respective duly authorized officers all effective as of the Effective Date.

THE DDA

City of Kalamazoo Downtown Development Authority

____________________________________ Date Signed: ____________________

By:
Its: Chairperson

THE DEGA

City of Kalamazoo Downtown Economic Growth Authority

____________________________________ Date Signed: ____________________

By:
Its: Chairperson

THE CITY

City of Kalamazoo

____________________________________ Date Signed: ____________________

By:
Its: City Manger

4888-1233-3844 v1 [88592-1]

SECOND AMENDMENT TO CITY OF KALAMAZOO DOWNTOWN ECONOMIC GROWTH AUTHORITY DEVELOPMENT PLAN & TAX INCREMENT FINANCING PLAN

I. Introduction

A. On December 3, 2018, the City of Kalamazoo City Commission approved the City of Kalamazoo Downtown Economic Growth Authority Development Plan and Tax Increment Financing Plan (collectively, the "Plans") with the passage of Resolution No. 18-85.

B. On December 7, 2020, the City of Kalamazoo City Commission approved an amendment to the Plans with the passage of Resolution No. 20-62.

C. As set forth in the Plans, as amended, the City of Kalamazoo Downtown Economic Growth Authority (DEGA), together with City of Kalamazoo and the City of Kalamazoo Brownfield Redevelopment Authority, agreed to honor project obligations created by the City of Kalamazoo Downtown Development Authority (DDA) following the dissolution of the DDA's Development Plan and Tax Increment Financing Plan. This included using the DEGA's tax increment revenues to reimburse certain eligible DDA project obligations. Following the dissolution of its tax increment financing plan, the DDA has continued to levy a two-mill tax to support its operations in furtherance of downtown economic development activities within the DDA's district. Although the DDA and DEGA are separate legal entities, each entity's respective activities are closely coordinated.

D. Since the Plans' initial adoption, DEGA has captured tax increment revenues in the QDA produced by the DDA millage. The DEGA Board of Directors recently became aware that the Plans, as amended, did not specifically allow for such capture or include an estimate of the captured assessed values on the tax revenues of the DDA as an affected taxing unit. However, the Plans, as amended, did not expressly disclaim the impact on the DDA as it did the Kalamazoo Regional Educational Service Agency millages and the Kalamazoo County Housing Millage. This Amendment confirms, consistent with the City's overall purpose of transitioning certain economic development activities from the DDA to the DEGA, the DEGA has been and continues to be permitted to capture available tax increments from the DDA millage.

E. On July 19, 2023, Act 90 of the Michigan Public Acts of 2023 ("Act 90") became effective. Act 90 amended Michigan Public Act 381 of 1996, the Brownfield Redevelopment Financing Act ("Act 381") to, among other things, allow the City of Kalamazoo Brownfield Redevelopment Authority (BRA) to enter into agreements with DEGA whereby DEGA would forgo or transfer its tax capture to allow the BRA to instead capture and utilize those taxes to pay for eligible activities permitted by Act 381. This Amendment also confirms that the DEGA may, from time to time and to the extent permitted by Act 381, enter into agreements with the BRA to forgo or transfer its tax capture to allow the BRA to instead capture and utilize those tax increments.

II. Tax Increment Financing Plan Amendments

A. Amendment to Paragraph III.B.2 ("Procedure for Capture and Tax Increment Revenues") of Tax Increment Financing Plan. Paragraph III.B.2 of the Tax Increment Financing Plan is amended in its entirety to read as follows:

> 2. Procedure for Capture and Tax Increment Revenue. The Act permits the DEGA to capture the increase ("Increment") that the current assessed value of the QDA exceeds the initial assessed value (IAV) of the QDA. Revenue thus captured may be expended by the DEGA pursuant to the Act and consistent with the Development and TIF Plans. The City and County Treasurers shall transmit the tax increment revenues to the DEGA which shall expend such revenues only upon the terms of the TIF Plan.
>
> The IAV is being established as of December 31, 2017. The IAV is the State Equalized Value of the eligible property on that date, effective for property taxes levied for the fiscal year from January 1, 2018 – December 31, 2018. The Authority will capture the increment on the assessed value growth, including growth from inflation.
>
> The DEGA Board of Directors may, from time to time and to the extent permitted by 1996 PA 381, as amended, decide to enter into agreements with the BRA to forgo or transfer its tax capture (or a portion thereof) to allow the BRA to instead capture and utilize those tax increments for a specific project. Following the termination of the Brownfield Plan, the DEGA will thereafter capture all available tax increment for the remaining duration of the TIF Plan.

B. Amendment to Paragraph III.C ("Estimates of Captured Assessed Value, Impact of TIF on the Assessed Values and Tax Revenues of the Affected Taxing Units") of Tax Increment Financing Plan. Paragraph III.C of the Tax Increment Financing Plan is amended in its entirety to read as follows:

> C. Estimates of Captured Assessed Value, Impact of TIF on the Assessed Values and Tax Revenues of the Affected Taxing Units.
>
> The taxing units affected by this TIF plan are listed in the table below along with the corresponding millage rate that will be captured and the percent at which it will be captured by the DEGA. The local units participating in this TIF plan each have facilities within the QDA. Kalamazoo Regional Educational Service Agency (KRESA) millages and the Kalamazoo County Housing Millage are not impacted by this plan. **Exhibit 5** shows the current estimates of tax revenue that will be captured within the QDA and eligible State contributions. All revenue projections are estimates only.

Taxing Unit	Millage	DEGA Capture
	2018	(% of incremental growth captured within the QDA)
Central & Kalamazoo County Transit Authorities	**1.0645**	100%
City of Kalamazoo	**13.8000**	100%
Kalamazoo County	**6.4782**	100%
Kalamazoo Public Library	**3.9478**	50%
Kalamazoo Valley Community College	**2.8089**	100%
DDA	**1.9638**	100%

The DEGA Board of Directors may, from time to time and to the extent permitted by 1996 PA 381, as amended, decide to enter into agreements with the BRA to forgo or transfer its tax capture (or a portion thereof) to allow the BRA to instead capture and utilize those tax increments for a specific project. Following the termination of the Brownfield Plan, the DEGA will thereafter capture all available tax increment for the remaining duration of the TIF Plan. Such agreements, if any, may impact the percentage of incremental growth captured by the DEGA.

C. **Substitution of Exhibit 5F ("City of Kalamazoo Downtown Development Authority – Estimates") to Tax Increment Financing Plan**. A new Exhibit 5F to the Tax Increment Financing Plan, "City of Kalamazoo Downtown Development Authority – Estimates," is substituted in place of the existing Exhibit 5F to read as follows:

Kalamazoo Downtown Economic Growth Authority - Estimates			
Downtown Development Authority millage			
Year	DEGA District Total Taxable Value	DEGA District Projected Taxable Value Growth *	DEGA Tax Capture *
	(Values based on estimated 3% growth annually)	(Projected Total Taxable Value, minus ITV) *	(Dollar Estimate based on Taxable Value Growth in Downtown District)*
2018	**131,244,499**		
2019	135,181,834	3,937,335	$ 6,626
2020	139,237,289	7,992,790	$ 13,451
2021	143,414,408	12,169,909	$ 20,480
2022	147,716,840	16,472,341	$ 27,721
2023	152,148,345	20,903,846	$ 35,178
2024	156,712,795	25,468,296	$ 42,860
2025	161,414,179	30,169,680	$ 50,772
2026	166,256,605	35,012,106	$ 58,921
2027	171,244,303	39,999,804	$ 67,314
2028	176,381,632	45,137,133	$ 75,960
2029	181,673,081	50,428,582	$ 84,865
2030	187,123,273	55,878,774	$ 94,037
2031	192,736,971	61,492,472	$ 103,484
2032	198,519,081	67,274,582	$ 113,214
2033	204,474,653	73,230,154	$ 123,237
2034	210,608,893	79,364,394	$ 133,560
2035	216,927,159	85,682,660	$ 144,193
2036	223,434,974	92,190,475	$ 155,145
2037	230,138,023	98,893,524	$ 166,425
2038	237,042,164	105,797,665	$ 178,044
2039	244,153,429	112,908,930	$ 190,011
2040	251,478,032	120,233,533	$ 202,337
2041	259,022,373	127,777,874	$ 215,034
2042	266,793,044	135,548,545	$ 228,111
2043	274,796,835	143,552,336	$ 241,580
2044	283,040,740	151,796,241	$ 255,453
2045	291,531,963	160,287,464	$ 269,743
2046	300,277,922	169,033,423	$ 284,461
2047	309,286,259	178,041,760	$ 299,621
2048	318,564,847	187,320,348	$ 315,236
Millage	***1.9638***		
Initial Taxable Value (ITV)	***131,244,499***	**less projected brownfield captures*	
Estimated Annual Inflation Rate	*1.03*		

D. **Addition of Exhibit 5G ("Kalamazoo Downtown Economic Growth Authority – Local and State Estimates") to Tax Increment Financing Plan**. A new Exhibit 5G, "Kalamazoo Downtown Economic Growth Authority – Local and State Estimates," is added to the Tax Increment Financing Plan to read as follows:

Kalamazoo Downtown Economic Growth Authority - Local and State Estimates							
Year	**DEGA District Total Taxable Value**	**DEGA District Projected Taxable Value Growth ***	**Local Tax Capture ***	**SET ***	**KPS ***	**Total State Capture ***	**DEGA Tax Capture ***
	(Values based on estimated 3% growth annually)	(Projected Total Taxable Value, minus Initial Taxable Value) *		(Reimbursed)	(Reimbursed)	(SET + KPS)	(Dollar Estimate based on Taxable Value Growth in Downtown District)*
Initial Taxable Value	**131,244,499**						
2019	135,181,834	3,937,335	**$ 94,777**	$ 20,157	$ 55,422	**$ 75,579**	**$ 170,356**
2020	139,237,289	7,992,790	**$ 192,398**	$ 40,918	$ 112,506	**$ 153,424**	**$ 345,822**
2021	143,414,408	12,169,909	**$ 292,947**	$ 62,302	$ 171,303	**$ 233,605**	**$ 526,552**
2022	147,716,840	16,472,341	**$ 396,512**	$ 84,328	$ 231,863	**$ 316,191**	**$ 712,703**
2023	152,148,345	20,903,846	**$ 503,185**	$ 107,015	$ 294,241	**$ 401,256**	**$ 904,441**
2024	156,712,795	25,468,296	**$ 613,057**	$ 130,382	$ 358,489	**$ 488,871**	**$ 1,101,928**
2025	161,414,179	30,169,680	**$ 726,226**	$ 154,450	$ 424,666	**$ 579,116**	**$ 1,305,342**
2026	166,256,605	35,012,106	**$ 842,790**	$ 179,240	$ 492,827	**$ 672,067**	**$ 1,514,857**
2027	171,244,303	39,999,804	**$ 962,851**	$ 204,774	$ 563,034	**$ 767,808**	**$ 1,730,659**
2028	176,381,632	45,137,133	**$ 1,086,514**	$ 231,074	$ 635,346	**$ 866,420**	**$ 1,952,934**
2029	181,673,081	50,428,582	**$ 1,213,886**	$ 258,163	$ 709,828	**$ 967,991**	**$ 2,181,877**
2030	187,123,273	55,878,774	**$ 1,345,080**	$ 286,064	$ 786,545	**$ 1,072,609**	**$ 2,417,689**
2031	192,736,971	61,492,472	**$ 1,480,210**	$ 314,803	$ 865,563	**$ 1,180,366**	**$ 2,660,576**
2032	198,519,081	67,274,582	**$ 1,619,393**	$ 344,403	$ 946,951	**$ 1,291,354**	**$ 2,910,747**
2033	204,474,653	73,230,154	**$ 1,762,752**	$ 374,892	$ 1,030,781	**$ 1,405,673**	**$ 3,168,425**
2034	210,608,893	79,364,394	**$ 1,910,412**				**$ 1,910,412**
2035	216,927,159	85,682,660	**$ 2,062,501**				**$ 2,062,501**
2036	223,434,974	92,190,475	**$ 2,219,153**				**$ 2,219,153**
2037	230,138,023	98,893,524	**$ 2,380,505**				**$ 2,380,505**
2038	237,042,164	105,797,665	**$ 2,546,697**				**$ 2,546,697**
2039	244,153,429	112,908,930	**$ 2,717,875**				**$ 2,717,875**
2040	251,478,032	120,233,533	**$ 2,894,189**				**$ 2,894,189**
2041	259,022,373	127,777,874	**$ 3,075,792**				**$ 3,075,792**
2042	266,793,044	135,548,545	**$ 3,262,842**				**$ 3,262,842**
2043	274,796,835	143,552,336	**$ 3,455,505**				**$ 3,455,505**
2044	283,040,740	151,796,241	**$ 3,653,947**				**$ 3,653,947**
2045	291,531,963	160,287,464	**$ 3,858,343**				**$ 3,858,343**
2046	300,277,922	169,033,423	**$ 4,068,870**				**$ 4,068,870**
2047	309,286,259	178,041,760	**$ 4,285,713**				**$ 4,285,713**
2048	318,564,847	187,320,348	**$ 4,509,062**				**$ 4,509,062**
TOTAL			**$ 60,033,984**			**$ 10,472,330**	**$ 70,506,314**

**less projected brownfield captures*

III. Ratification. The City of Kalamazoo Downtown Economic Growth Authority Development Plan and Tax Increment Financing Plan is in all other respects ratified and confirmed.

CITY OF KALAMAZOO
DOWNTOWN ECONOMIC GROWTH AUTHORITY

RESOLUTION APPROVING AND RECOMMENDING SECOND AMENDMENT TO CITY OF KALAMAZOO DOWNTOWN ECONOMIC GROWTH AUTHORITY DEVELOPMENT PLAN & TAX INCREMENT FINANCING PLAN

Boardmember ___________________, supported by Boardmember ________________, moved the adoption of the following resolution:

WHEREAS, to accomplish the purposes of Part 6 of Act 57 of the Public Acts of Michigan of 2018 ("Act 57"), the Board of Directors (the “Board”) of the Downtown Economic Growth Authority of City of Kalamazoo (the "DEGA") caused to be prepared, approved, and recommended a Development Plan and Tax Increment Financing Plan (the "Plan") and the City Commission for the City of Kalamazoo approved the Plan after notice and public hearing on December 3, 2018, in accordance with the requirements of Act 280 of the Public Acts of Michigan of 2005, as amended, the predecessor to Act 57; and

WHEREAS, to further accomplish the purposes of Act 57, the Board of the DEGA caused to be prepared, approved, and recommended an amendment to the Plan and the City Commission for the City of Kalamazoo approved that amendment to the Plan after notice and public hearing on December 7, 2020, in accordance with the requirements of Act 57 (together with the Plan, the "Amended Plans"); and

WHEREAS, to further accomplish the purposes of Part 6 of Act 57, the DEGA has determined to further amend the Amended Plans; and

WHEREAS, the Board of the DEGA desires, in accordance with the requirements of Part 6 of Act 57, to approve and recommend to the City Commission the Second Amendment to

City of Kalamazoo Downtown Economic Growth Authority Development Plan & Tax Increment Financing Plan presented at this meeting (the "2023 Plan Amendment").

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

1. That the 2023 Plan Amendment in the form presented at this meeting is hereby approved and recommended to the City Commission for its approval.

2. That all resolutions or parts of resolutions in conflict herewith shall be and the same are hereby rescinded.

YEAS: Boardmembers ____

____

NAYS: Boardmembers ____

ABSTAIN: Boardmembers ____

ABSENT: Boardmembers ____

RESOLUTION DECLARED ADOPTED.

Dated: ____________ ______________________________________

___________________, Secretary

CERTIFICATION

I hereby certify that the above is a true and complete copy of a resolution adopted by the Board of the Downtown Economic Growth Authority of City of Kalamazoo at a meeting held on ____________, and that public notice of said meeting was given pursuant to, and in compliance with, Act 267 of the Public Acts of Michigan of 1976, as amended.

Dated: ____________ ______________________________________

____________________, Secretary

4892-3942-7711 v1 [88591-1]