

Agenda

Downtown Development 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 Development Authority Board on October 16, 2023. (**Action: Motion to approve**)

D. REPORTS AND PRESENTATIONS

1. Arcadia Creek Discussion Regarding Event Center Planning

2. 2024 DDA Budget Discussion
3. Financial Report (**Action: Motion to Approve the Financial Report as Presented**)

E. DISCUSSION/ACTION ITEMS

1. Service Agreement Between DDA/DEGA and The City of Kalamazoo
2. CD Arena Vacation of West Street (legacy Westnedge) Request

F. PUBLIC COMMENTS

G. DIRECTORS' COMMENTS

H. ADJOURNMENT

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 3:42 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.

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 HINMAN SECONDED. NO OBJECTIONS. MOTION CARRIED.**

Board of Directors Regular Meeting Minutes

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

C. APPROVAL OF MINUTES

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

D. REPORTS AND PRESENTATIONS

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

The Board thanked Director Brown for his service.

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

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

3. Financial Report

Mr. Thuringer noted that the Financial Report was included in the packet.

DIRECTOR HOLLANDER MOVED TO ACCEPT THE FINANCIAL REPORT AS PRESENTED. DIRECTOR AARDEMA SECONDED. NO OBJECTIONS. MOTION CARRIED.

E. DISCUSSION/ACTION ITEMS

1. None.

F. STAFF UPDATES

1. Mr. Thuringer reminded the Board that the DDA Board meeting would be moved to the Main Conference Room of the City's offices of Community Planning & Economic Development (CPED) located at 245 N Rose Street.

G. PUBLIC COMMENTS

None.

Board of Directors Regular Meeting Minutes

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

H. DIRECTOR'S COMMENTS

1. Director Aardema spoke about the need for City Boards to work together collectively.
2. Director Hollander agreed with Director Aardema's comments regarding the need for City Boards to work together collectively.
3. Director Brown stated that he is grateful to have had the opportunity to participate on the Board and affirmed the Board's ability to keep the downtown growing.

I. ADJOURNMENT

DIRECTOR FLETCHER ADJOURNED THE MEETING AT 3:48 P.M.

DRAFT

**Downtown Development Authority
Proposed 2024 Budget**

Revenues		
Local Tax Capture	\$	274,000
Payment in Lieu of Taxes (PILOT)	\$	2,000
Charges for Services	\$	59,210
Total Revenue	\$	335,210
Expenses		
Professional and Contractual Services	\$	103,000
Tax Appeals	\$	5,000
Audit Fees	\$	14,600
Legal Services	\$	15,000
Liability Insurance	\$	2,500
Administrative Fees	\$	125,000
Contribution to DEGA	\$	40,000
Utilities	\$	17,000
Debt Service	\$	-
Total Expenses	\$	322,100
Net Income (Loss)	\$	13,110

Proposal	Worksheet	Account String	Fund name
DDA (248)	DDA (248)	248-737-00.000-BLANK-BLANK-729.000	248
DDA (248)	DDA (248)	248-737-00.000-BLANK-BLANK-801.000	248
DDA (248)	DDA (248) (itemization)	248-737-00.000-BLANK-BLANK-801.000	248
DDA (248)	DDA (248) (itemization)	248-737-00.000-BLANK-BLANK-801.000	248
DDA (248)	DDA (248) (itemization)	248-737-00.000-BLANK-BLANK-801.000	248
DDA (248)	DDA (248) (itemization)	248-737-00.000-BLANK-BLANK-801.000	248
DDA (248)	DDA (248) (itemization)	248-737-00.000-BLANK-BLANK-801.000	248
DDA (248)	DDA (248)	248-737-00.000-BLANK-BLANK-801.001	248
DDA (248)	DDA (248)	248-737-00.000-BLANK-BLANK-801.003	248
DDA (248)	DDA (248) (itemization)	248-737-00.000-BLANK-BLANK-801.003	248
DDA (248)	DDA (248)	248-737-00.000-BLANK-BLANK-801.004	248
DDA (248)	DDA (248) (itemization)	248-737-00.000-BLANK-BLANK-801.004	248
DDA (248)	DDA (248)	248-737-00.000-BLANK-BLANK-802.001	248
DDA (248)	DDA (248) (itemization)	248-737-00.000-BLANK-BLANK-802.001	248
DDA (248)	DDA (248)	248-737-00.000-BLANK-BLANK-810.001	248
DDA (248)	DDA (248)	248-737-00.000-BLANK-BLANK-810.003	248
DDA (248)	DDA (248)	248-737-00.000-BLANK-BLANK-811.000	248
DDA (248)	DDA (248)	248-737-00.000-BLANK-BLANK-821.003	248
DDA (248)	DDA (248) (itemization)	248-737-00.000-BLANK-BLANK-821.003	248
DDA (248)	DDA (248)	248-737-00.000-BLANK-BLANK-830.001	248
DDA (248)	DDA (248) (itemization)	248-737-00.000-BLANK-BLANK-830.001	248
DDA (248)	DDA (248)	248-737-00.000-BLANK-BLANK-880.000	248
DDA (248)	DDA (248)	248-737-00.000-BLANK-BLANK-920.001	248
DDA (248)	DDA (248) (itemization)	248-737-00.000-BLANK-BLANK-920.001	248
DDA (248)	DDA (248)	248-737-00.000-BLANK-BLANK-920.002	248
DDA (248)	DDA (248)	248-737-00.000-BLANK-BLANK-920.003	248
DDA (248)	DDA (248)	248-737-00.000-BLANK-BLANK-920.004	248
DDA (248)	DDA (248)	248-737-00.000-BLANK-BLANK-930.000	248
DDA (248)	DDA (248)	248-737-00.000-BLANK-BLANK-930.001	248
DDA (248)	DDA (248)	248-737-00.000-BLANK-BLANK-940.000	248
DDA (248)	DDA (248)	248-737-00.000-BLANK-BLANK-941.000	248
DDA (248)	DDA (248)	248-906-00.000-BLANK-BLANK-991.001	248
DDA (248)	DDA (248)	248-906-00.000-BLANK-BLANK-991.003	248
DDA (248)	DDA (248)	248-906-00.000-BLANK-BLANK-991.021	248
DDA (248)	DDA (248)	248-906-00.000-BLANK-BLANK-993.001	248
DDA (248)	DDA (248)	248-906-00.000-BLANK-BLANK-993.003	248
DDA (248)	DDA (248)	248-906-00.000-BLANK-BLANK-993.021	248
DDA (248)	DDA (248)	248-906-00.000-BLANK-BLANK-994.002	248
DDA (248)	DDA Revenues (248)	248-737-00.000-BLANK-BLANK-402.000	248

DDA (248)	DDA Revenues (248)	248-737-00.000-BLANK-BLANK-405.000	248
DDA (248)	DDA Revenues (248)	248-737-00.000-BLANK-BLANK-410.000	248
DDA (248)	DDA Revenues (248)	248-737-00.000-BLANK-BLANK-411.000	248
DDA (248)	DDA Revenues (248)	248-737-00.000-BLANK-BLANK-412.000	248
DDA (248)	DDA Revenues (248)	248-737-00.000-BLANK-BLANK-432.001	248
DDA (248)	DDA Revenues (248)	248-737-00.000-BLANK-BLANK-626.001	248
DDA (248)	DDA Revenues (248)	248-737-00.000-BLANK-BLANK-665.001	248
DDA (248)	DDA Revenues (248)	248-737-00.000-BLANK-BLANK-676.000	248
DDA (248)	DDA Revenues (248)	248-737-00.000-BLANK-BLANK-680.000	248
DDA (248)	DDA Revenues (248)	248-931-00.000-BLANK-BLANK-693.000	248
DDA (248)	DDA Revenues (248)	248-931-00.000-BLANK-BLANK-696.001	248

Fund name Name	Department program description
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DOWNTOWN DEVELOPMENT AUTHORITY FUND	737-00.000
DOWNTOWN DEVELOPMENT AUTHORITY FUND	737-00.000
DOWNTOWN DEVELOPMENT AUTHORITY FUND	737-00.000
DOWNTOWN DEVELOPMENT AUTHORITY FUND	737-00.000
DOWNTOWN DEVELOPMENT AUTHORITY FUND	737-00.000

DOWNTOWN DEVELOPMENT AUTHORITY FUND	737-00.000
DOWNTOWN DEVELOPMENT AUTHORITY FUND	737-00.000

[illegible]

DOWNTOWN DEVELOPMENT AUTHORITY FUND	737-00.000
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DOWNTOWN DEVELOPMENT AUTHORITY FUND	737-00.000
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DOWNTOWN DEVELOPMENT AUTHORITY FUND	737-00.000
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DOWNTOWN DEVELOPMENT AUTHORITY FUND	737-00.000
DOWNTOWN DEVELOPMENT AUTHORITY FUND	737-00.000
DOWNTOWN DEVELOPMENT AUTHORITY FUND	737-00.000
DOWNTOWN DEVELOPMENT AUTHORITY FUND	931-00.000
DOWNTOWN DEVELOPMENT AUTHORITY FUND	931-00.000

Department program description Name	Type	Account Code
DOWNTOWN DEVELOPMENT	Expenses	729.000
DOWNTOWN DEVELOPMENT	Expenses	801.000
DOWNTOWN DEVELOPMENT	Expenses	801.000
DOWNTOWN DEVELOPMENT	Expenses	801.000
DOWNTOWN DEVELOPMENT	Expenses	801.000
DOWNTOWN DEVELOPMENT	Expenses	801.000
DOWNTOWN DEVELOPMENT	Expenses	801.000
DOWNTOWN DEVELOPMENT	Expenses	801.001
DOWNTOWN DEVELOPMENT	Expenses	801.003
DOWNTOWN DEVELOPMENT	Expenses	801.003
DOWNTOWN DEVELOPMENT	Expenses	801.004
DOWNTOWN DEVELOPMENT	Expenses	801.004
DOWNTOWN DEVELOPMENT	Expenses	802.001
DOWNTOWN DEVELOPMENT	Expenses	802.001
DOWNTOWN DEVELOPMENT	Expenses	810.001
DOWNTOWN DEVELOPMENT	Expenses	810.003
DOWNTOWN DEVELOPMENT	Expenses	811.000
DOWNTOWN DEVELOPMENT	Expenses	821.003
DOWNTOWN DEVELOPMENT	Expenses	821.003
DOWNTOWN DEVELOPMENT	Expenses	830.001
DOWNTOWN DEVELOPMENT	Expenses	830.001
DOWNTOWN DEVELOPMENT	Expenses	880.000
DOWNTOWN DEVELOPMENT	Expenses	920.001
DOWNTOWN DEVELOPMENT	Expenses	920.001
DOWNTOWN DEVELOPMENT	Expenses	920.002
DOWNTOWN DEVELOPMENT	Expenses	920.003
DOWNTOWN DEVELOPMENT	Expenses	920.004
DOWNTOWN DEVELOPMENT	Expenses	930.000
DOWNTOWN DEVELOPMENT	Expenses	930.001
DOWNTOWN DEVELOPMENT	Expenses	940.000
DOWNTOWN DEVELOPMENT	Expenses	941.000
DEBT SERVICE	Expenses	991.001
DEBT SERVICE	Expenses	991.003
DEBT SERVICE	Expenses	991.021
DEBT SERVICE	Expenses	993.001
DEBT SERVICE	Expenses	993.003
DEBT SERVICE	Expenses	993.021
DEBT SERVICE	Expenses	994.002
DOWNTOWN DEVELOPMENT	Revenues	402.000

DOWNTOWN DEVELOPMENT	Revenues	405.000
DOWNTOWN DEVELOPMENT	Revenues	410.000
DOWNTOWN DEVELOPMENT	Revenues	411.000
DOWNTOWN DEVELOPMENT	Revenues	412.000
DOWNTOWN DEVELOPMENT	Revenues	432.001
DOWNTOWN DEVELOPMENT	Revenues	626.001
DOWNTOWN DEVELOPMENT	Revenues	665.001
DOWNTOWN DEVELOPMENT	Revenues	676.000
DOWNTOWN DEVELOPMENT	Revenues	680.000
OTHER FINANCING SOURCES	Revenues	693.000
OTHER FINANCING SOURCES	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

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
ADMINISTRATIVE FEES
ADMINISTRATIVE FEES
PROMOTION AND ADVERTISING
ELECTRICITY
ELECTRICITY
NATURAL GAS
WATER AND SEWER
STREET LIGHT ELECTRICITY
REPAIRS AND MAINTENANCE SERVICES
GROUNDS MAINTENANCE
RENTAL/LEASE PROPERTY
RENTAL/LEASE EQUIPMENT
PRINCIPAL PAYMENTS-BONDS
PRINCIPAL PAYMENTS-NOTES PAYABLE
PRINCIPAL PAYMENTS - CAPITAL LEASE
INTEREST EXPENSE - BONDS
INTEREST EXPENSE - NOTES PAYABLE
INTEREST EXPENSE - CAPITAL LEASE
PAYING AGENT FEES

CURRENT REAL PROPERTY TAXES (AV)

LOCAL TAX CAPTURE
CURRENT PERSONAL PROPERTY TAXES (AV)
DELINQUENT REAL PROPERTY TAXES (AV)
DELINQUENT PERSONAL PROPERTY (AV)
PRIVATE PILOT
CHARGES FOR SERVICES
INTEREST ON INVESTMENTS
REIMBURSEMENTS
OTHER REVENUES
SALE OF CAPITAL ASSETS (GOVERNMENTAL)
BOND PROCEEDS

[illegible]

Annual Millage to DDA	-
	-
	-
	-
PILOT income	-
Mall Maintenance	-
	-
	-
Gilmore Operations grant given to city - will need to transfer from city to DDA	-
	-
	-

Period 1 Itemizations	Period 1 Proposed	Period 2 Base	Period 2 Itemizations
	58,110.00	Net Total	
	277,100.00	Total Expense	
	-		
	103,000.00		
5,000.00			
15,000.00			
25,000.00			
5,000.00			
2,000.00	Need Update per Anthony Ladd		
14,000.00			
12,000.00			
25,000.00			
	-		
	5,000.00		
5,000.00			
	14,600.00		
14,600.00			
	10,000.00	Increase per recent years usage, may need	
10,000.00			
	-		
	-		
	-		
	2,500.00	TBD per MMRMA renewal. Amount likely	
2,500.00			
	125,000.00		
125,000.00			
	-		
	17,000.00		
17,000.00			
-	-		
-	-		
	-		
	-		
	-		
	-		
	-		
	-		
	-		
	-		
	-		
	335,210.00	Total Revenue	
	-		

274,000.00

-

-

-

2,000.00

59,210.00

-

-

Moved to DEGA

-

-

Period 2 Adjustments	Period 2 Proposed	Period 3 Base	Period 3 Itemizations
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Period 3 Adjustments	Period 3 Proposed	Period 4 Base	Period 4 Itemizations
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Period 4 Adjustments	Period 4 Proposed	Period 5 Base	Period 5 Itemizations
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Period 5 Adjustments	Period 5 Proposed	Period 6 Base	Period 6 Itemizations
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Period 6 Adjustments Period 6 Proposed

Downtown Development Authority

9/30/2023 Trial Balance

Assets:

Cash	\$ 688,439
Receivables	26,487
Taxes Receivable	-
Total Assets	714,926

Liabilities & Equity:

Accounts Payable	-
Accrued Debts Payable	-
Deferred Revenue - Accounts Receivable	26,487
Total Liabilities	26,487

Fund Balance

Fund Balance	688,439
Total Liabilities and Fund Balance	\$ 714,926

	2023 Adopted Budget	September Totals	2023 YTD Actuals
Revenues:			
Taxes	274,000	6,971	195,837
Delinquent Property Taxes		-	2,895
Payment In Lieu Of Taxes (Pilot)	2,000	-	-
Interest		-	303
Other Revenues - Mall Maintenance	59,210	-	59,210
Total Revenues	335,210	6,971	258,245
Expenses:			
Professional And Contractual Services	154,000	6,348	17,170
Land Improvements	-	-	66,716
Software fees	-	1,300	3,900
Legal Services And Fees	7,500	-	7,239
Audit Fees	10,000	-	5,640
Insurance Services	2,500	-	-
Utilities	31,000	1,804	7,965
Administrative Fees	125,000	-	-
Debt Service	-	-	213,217
Tax Appeal Refunds	5,000	-	-
Total Expenses	335,000	9,452	321,847
Revenues Less Expenses	210		(63,602)

Notes:

Pilot Details From 2022:

Rickman House	\$ 162
Skyrise	\$ 1,582

Professional And Contractual Services:

Portland Loo Maintenance
Mall Maintenance
Bates Alley Maintenance
Mowing
General Downtown Maintenance Activities

Utilities:

Electricity
Water And Sewer
Street Light Electricity

Long Term Debt Outstanding:

City Of Kalamazoo Note	459,000
City Of Kalamazoo Note - Related Tax Liability	532,864
Mavcon Note - In Negotiation	TBD

**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 fulfillment of 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 pursuant to 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 upon written 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, lien, 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 company licensed to do business in the State of Michigan. The coverage amounts under the foregoing policies will 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 canceled or 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, or physical 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: | <i>City of Kalamazoo Downtown
Development Authority</i>
Attention: Current <u>DDA Chairperson</u>
E-Mail Address: _____
c/o City Hall 241 W. South Street
Kalamazoo, Michigan 49007 |
| b. | If to the DEGA: | <i>City of Kalamazoo Downtown
Economic Growth Authority</i>
Attention: <u>DEGA Chairperson</u> |

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 the Agreement 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]

**CITY OF KALAMAZOO
DOWNTOWN DEVELOPMENT AUTHORITY
KALAMAZOO COUNTY, MICHIGAN**

**RESOLUTION TO SUPPORT
APPLICATION BY CD ARENA, LLC TO VACATE
PORTIONS OF “WEST STREET” AND PUBLIC ALLEY**

Boardmember _____, supported by Boardmember _____,
moved the adoption of the following resolution:

WHEREAS, the City of Kalamazoo Downtown Development Authority (the “DDA”) was created by the Kalamazoo City Commission and operates pursuant to the authority of Act 197 of 1975, as recodified in Act 57 of 2018; and

WHEREAS, the DDA owns certain parcels of real property in the City of Kalamazoo (the “City”) in the blocks between Eleanor Street and West Water Street, which property contains the flow of Arcadia Creek, including a parcel situated between North Westnedge Avenue and Cooley Street having a common street address of 231 Cooley Street and a permanent parcel ID number of 06-15-320-007 (the “Western Creek Parcel”), and a parcel that runs between Cooley Street and North Park Street having a common street address of 230 Cooley Street and a permanent parcel ID number of 06-15-321-201 (the “Eastern Creek Parcel”, and together with the Western Creek Parcel, the “Creek Parcels”).

I. THE APPLICATIONS

WHEREAS, CD Arena, LLC, a Michigan limited liability company (“CD Arena”) is planning to develop the real property adjacent to the Creek Parcels, and in connection with that planned development, CD Arena has prepared and submitted applications for the City to formally vacate: (1) a portion of the public right-of-way described as “West Street” on the

original 1844 plat of the Town of Kalamazoo, as recorded on December 29, 1845 in Liber 6, Page 8, Kalamazoo County Records (the “Original Plat”); and (2) the public alley (the “Alley”) running from West Street to Cooley Street, south of Eleanor Street, as described in the Original Plat; and

WHEREAS, CD Arena has provided copies of the Applications to the DDA, which copies are attached to this Resolution and incorporated herein as an exhibit, and the Applications been reviewed by the DDA and its legal counsel; and

WHEREAS, CD Arena has requested that DDA communicate its support for the Applications to the City.

II. HISTORICAL CONTEXT OF ARCADIA CREEK

WHEREAS, Arcadia Creek rises in spring-fed wetlands west of Drake Road along KL Avenue, flows in an easterly direction north of Stadium Drive to Howard Street, picks up contributions from wetlands near the intersection of Howard and Stadium, continues to follow the railroad right-of-way in a northeasterly direction to the intersection of Stadium with West Main Street, where it enters a culvert and is carried east and south to emerge again into the channel on the Western Creek Parcel. The Arcadia Creek watershed collects drainage from approximately 10,971 acres before discharging into the Kalamazoo River near Mayor’s Riverfront Park; and

WHEREAS, in the early 1800s the waterway now known as Arcadia Creek ran as an open stream through the town of Kalamazoo. It is described on the Original Plat as “Spring Run” and is shown running through the lots south of Eleanor Street in blocks 1, 2, 3, and 4 of the Original Plat. The downtown section of the Creek was covered over in stages in the 1870s and

1880s, via culverts that were generally located under a series of alleys running west to east through certain blocks of Kalamazoo between Water Street and Eleanor Street; and

WHEREAS, in the early 1990s the DDA led an effort to “daylight” Arcadia Creek through sections of downtown Kalamazoo, culminating in an engineering and construction project that improved the surrounding property to support public use and increased the carrying capacity of the watercourse to protect against flooding in Downtown Kalamazoo. The project cost approximately \$7.5 million, funded in part by municipal bonds issued by the City in 1995. The project resulted in the configuration of Arcadia Creek that exists as of the date of this Resolution. The Creek currently runs through Downtown Kalamazoo in an West-to-East course that was formerly occupied by public alleys between Water Street and Eleanor Street, including through the concrete channel that roughly corresponds to the Creek Parcels; and

WHEREAS, the City and the DDA likely intended to vacate all portions of the impacted public alleys, as part of the 1995 “daylighting” project. However, public records are inconclusive as to whether such vacations were successfully completed at that time; and

WHEREAS, in July of 2018, DDA requested that the City take action to confirm the vacation of the public alley between Cooley Street and Park Street south of Eleanor Street (which corresponds to the Eastern Creek Parcel), and the City did then act to vacate the alley, as memorialized in City of Kalamazoo Resolution No. 18-42 and recorded at document no. 2018-028327 in the Kalamazoo County Records; and

WHEREAS, the land described in the Application to vacate the Alley roughly corresponds to the Western Creek Parcel, and the Application generally corresponds to the DDA’s own request to vacate the Eastern Creek Parcel in 2018; and

WHEREAS, as shown in the survey drawings that accompany the Applications, the requested vacation of West Street will merely update the legal description of the Eastern edge of the public right-of-way to reflect the actual current location of Westnedge Avenue.

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

That the Kalamazoo Downtown Development Authority, having reviewed the Applications, the Original Plat, Resolution No. 18-42, and the historical context of the Arcadia Creek, hereby expresses its consent and support for the Applications, and authorizes its Chairperson to communicate its support to CD Arena and the City consistent with this Resolution; and the DDA authorizes its Chairperson to execute and deliver any additional documents as may be reasonably necessary or desirable to effectuate the Application or in furtherance of the resolutions included herein.

YEAS: Boardmembers _____

NAYS: Boardmembers _____

ABSTAIN: Boardmembers _____

ABSENT: Boardmembers _____

RESOLUTION DECLARED ADOPTED.

Dated: _____, 2023
_____, Secretary

CERTIFICATION

I hereby certify that the above is a true and complete copy of a resolution adopted by the Board of the City of Kalamazoo Downtown Development Authority at a meeting held on _____, 2023, 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.

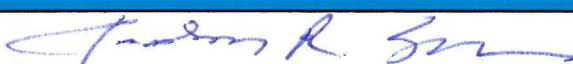
Dated: _____, 2023

_____, Secretary



PLANNING COMMISSION APPLICATION

(Alley between Cooley & West)

APPLICANT INFORMATION			
Name: CD Arena, LLC, c/o Jordan Schau		Mailing Address: 350 E. Michigan Suite 500	
City: Kalamazoo		State: MI	ZIP Code: 49007
Phone: 269-382-5300	Email: Jordan@kzoolawfirm.com	Preferred Contact: ☒ Email ☐ Phone	
PROPERTY OWNER INFORMATION			
<i>If the applicant is not the property owner, owner must sign application or provide a letter stating that owner gives consent for the application to be filed.</i>			
Name: N/A		Mailing Address:	
City:		State:	ZIP Code:
Phone:	Email:	Preferred Contact: ☐ Email ☐ Phone	
PROPERTY INFORMATION			
Property Address(s): 415 Eleanor; 452 Eleanor; 455 Eleanor; 235 Cooley; 411 & 431 W. Kalamazoo Ave.			
Parcel Identification Number(s): See Attached		Zone District (kalamazoo-city.org/maps):	
TYPE OF REQUEST			
☐ Rezoning		☐ Planned Unit Development (PUD)	
☐ Text Amendment (Chapter(s) _____, Section(s) _____)		☐ Preliminary Subdivision	
☐ Special Use Permit		☒ Right of Way Vacation	
Description: CD Arena, LLC requests that the alley between Cooley and Westnedge in Block 1 be vacated.			
ATTACHMENTS			
☐ \$ _____ Fee		☐ Completed Review Sheet	
☐ Other documents or engagement information <i>Note: 10 days before meeting provide update on outreach to neighbors or provide any letters of support</i>			
SIGNATURE			
Signature of Applicant: 		Date: 9/1/23	
Signature of Owner (if different than applicant):		Date:	



PLANNING COMMISSION

VACATING OF A PUBLIC RIGHT OF WAY REVIEW SHEET

Please reach out to staff if you have any questions.

Location of request for public right of way to be vacated: (may also provide on a separate sheet):

Reasons for the request:

Provide a text description which includes the length and width of the right of way in linear feet (include map):

Please list property owners who have property directly next to the right of way (please include letters of support or petition of support from property owners):

Please identify any properties that have ingress/egress easements which may be connected to this right of way (or provide map):



Community Planning & Economic Development

245 N. Rose Street, Suite 100 • Kalamazoo, MI 49007
(269) 337-8026 • www.kalamazoo-city.org

Please include letter(s) of support from any easement holders within the right-of-way to be vacated, including easements for City utilities, electric, gas, and fiber. List entities you will obtain letters of support from here:

Estimate of the fair market value for the land from the City Assessor?

Please provide description of how the vacated ROW will be split and paid for by adjacent property owners (if applicable).

If the proposed vacation is for an improved right-of-way that has at least some public use beyond those requesting the vacation, the applicant(s) are required to use the City's Public Participation Plan for required outreach and engagement before the request is reviewed by the Planning Commission. Please describe elements of public outreach (if applicable).

Property Information

Tax Parcel Numbers

Address of Parcel:

Tax Parcel Number

235 Cooley

06-15-315-505

440 W. Water Street

06-15-320-008

NOTES PERTAINING TO BOUNDARY SURVEY

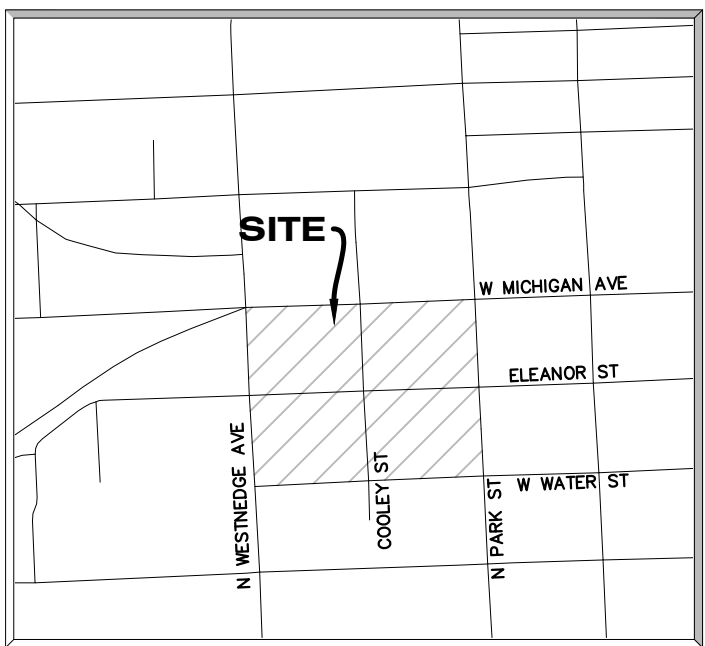
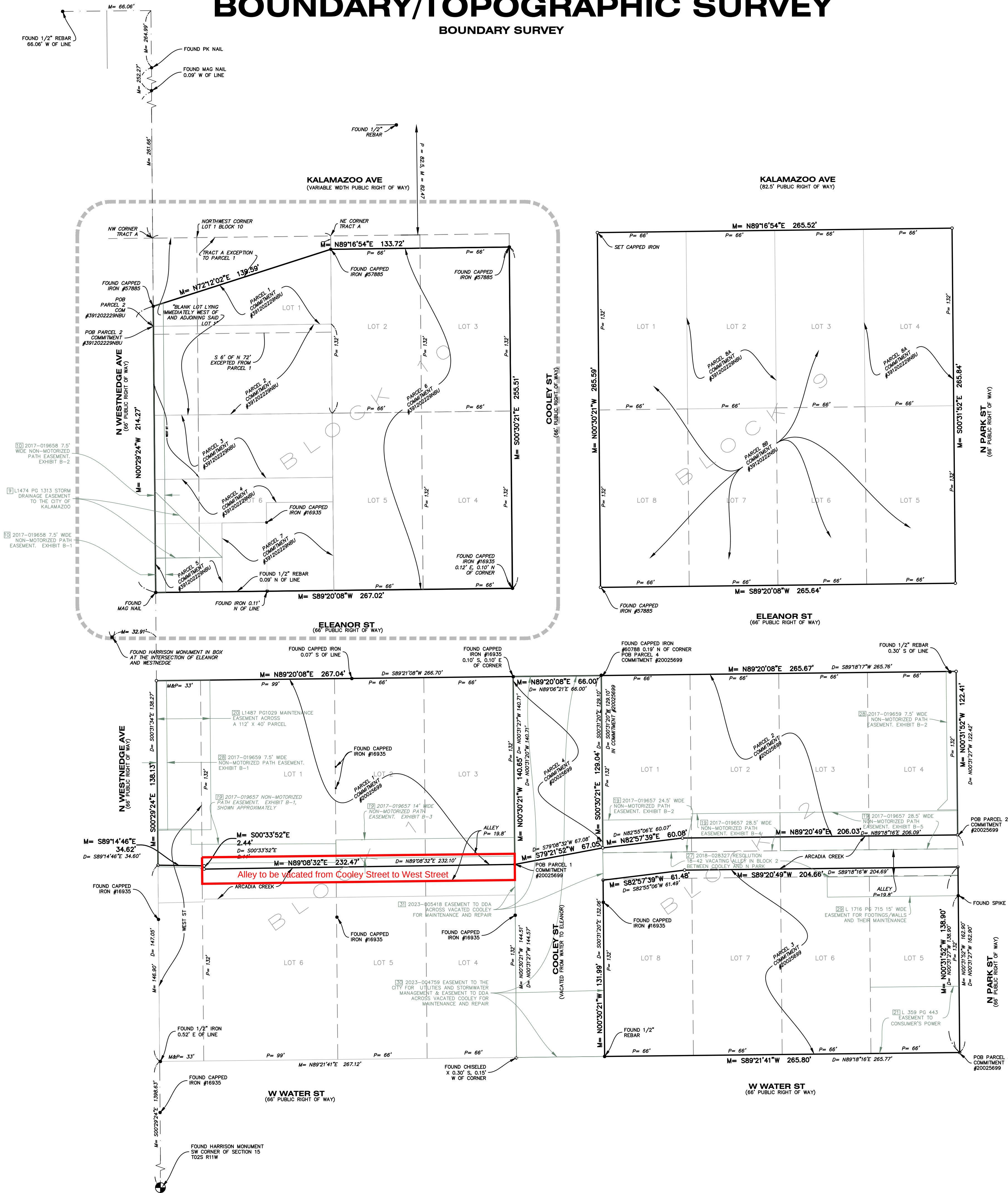
- DOC #2018-028327 IS CITY RESOLUTION 18-42 WHICH VACATES THE ALLEY IN BLOCK 2 BETWEEN COOLEY AND N. PARK. NO DOCUMENT HAS BEEN PROVIDED SHOWING THAT THIS WAS APPROVED BY CIRCUIT COURT. TITLE TO THIS ALLEY IS UNCLEAR.
- DOC #2023-004759 IS CITY RESOLUTION 22-57 WHICH VACATES COOLEY STREET BETWEEN W. WATER AND ELEANOR STREET. NO DOCUMENTATION HAS BEEN PROVIDED SHOWING THAT THIS WAS APPROVED BY CIRCUIT COURT. TITLE TO THIS PORTION OF COOLEY STREET IS UNCLEAR.
- NO DOCUMENTATION VACATING THE ALLEY IN BLOCK 1 BETWEEN WEST AND COOLEY STREET HAS BEEN PROVIDED. TITLE TO THIS ALLEY IS UNCLEAR.
- NO DOCUMENTATION VACATING WEST STREET BETWEEN KALAMAZOO AVENUE AND W. WATER STREET HAS BEEN PROVIDED. TITLE TO THIS PORTION OF WEST STREET IS UNCLEAR.
- WEST LINE OF PARCEL 2, COMMITMENT #20025699 IS DESCRIBED AS S00°31'20"W. THIS APPEARS TO BE A TYPO AND CAUSES A MISCLOSEURE. IF DESCRIBED AS S00°31'20"E THE DESCRIPTION WOULD CLOSE.
- PARCEL 1 COMMITMENT #391202229NBU CONTAINS 0.11 ACRES (4,731 SFT)
PARCEL 2 COMMITMENT #391202229NBU CONTAINS 0.20 ACRES (8,884 SFT)
PARCEL 3 COMMITMENT #391202229NBU CONTAINS 0.15 ACRES (6,400 SFT)
PARCEL 4 COMMITMENT #391202229NBU CONTAINS 0.11 ACRES (4,971 SFT)
PARCEL 5 COMMITMENT #391202229NBU CONTAINS 0.03 ACRES (1,287 SFT)
PARCEL 6 COMMITMENT #391202229NBU CONTAINS 0.78 ACRES (34,158 SFT)
PARCEL 7 COMMITMENT #391202229NBU CONTAINS 0.12 ACRES (5,033 SFT)
PARCEL 8A COMMITMENT #391202229NBU CONTAINS 0.41 ACRES (17,842 SFT)
PARCEL 8B COMMITMENT #391202229NBU CONTAINS 1.22 ACRES (52,926 SFT)
PARCEL 1 COMMITMENT #20025699 CONTAINS 0.86 ACRES (37,573 SFT)
PARCEL 2 COMMITMENT #20025699 CONTAINS 0.75 ACRES (32,715 SFT)
PARCEL 3 COMMITMENT #20025699 CONTAINS 0.84 ACRES (36,896 SFT)
PARCEL 4 COMMITMENT #20025699 CONTAINS 0.21 ACRES (9,097 SFT)

LEGEND

- BM #XX BENCH MARK
- SET MONUMENT
 - FOUND MONUMENT
 - SET CAPPED IRON LIC. # 57885
 - FOUND IRON
 - ⊙ SET CHISELED "X"
 - ⊙ FOUND CHISELED "X"
- ▲CP # CONTROL POINT
- P= PLATTED
 - D= DESCRIBED
 - M= MEASURED
 - R= RECORD
 - C= CALCULATED

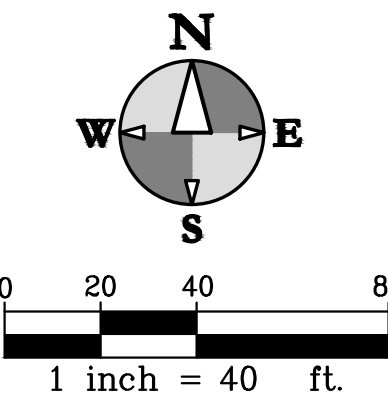
BOUNDARY/TOPOGRAPHIC SURVEY

BOUNDARY SURVEY



SITE LOCATION MAP

NOT TO SCALE
SECTION 15, TOWN 11W, RANGE 02S,
CITY OF KALAMAZOO, KALAMAZOO COUNTY,
MICHIGAN,
N WESTNEDGE, W MICHIGAN AVE,
N PARK ST, AND W WATER ST



BOUNDARY/TOPOGRAPHIC SURVEY
KALAMAZOO EVENT CENTER
CD ARENA LLC

Sheet Title:
Project:
Client:

08/16/23
Sheet
S-7

Job No: 23-056D P.M.TAK DTL BDE QA/QC 08/16/23
ISSUED FOR REVISIONS:
#1 BOUNDARY/TOPOGRAPHIC SURVEY 08/09/23
#2 ADDITIONAL CONTOUR LABELS 08/16/23

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hurley & stewart, llc
2800 s. 11th street
kalamazoo, michigan 49009
269.552.4960 fax 269.552.4961
www.hurleystewart.com

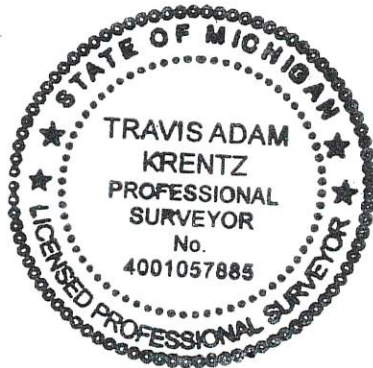
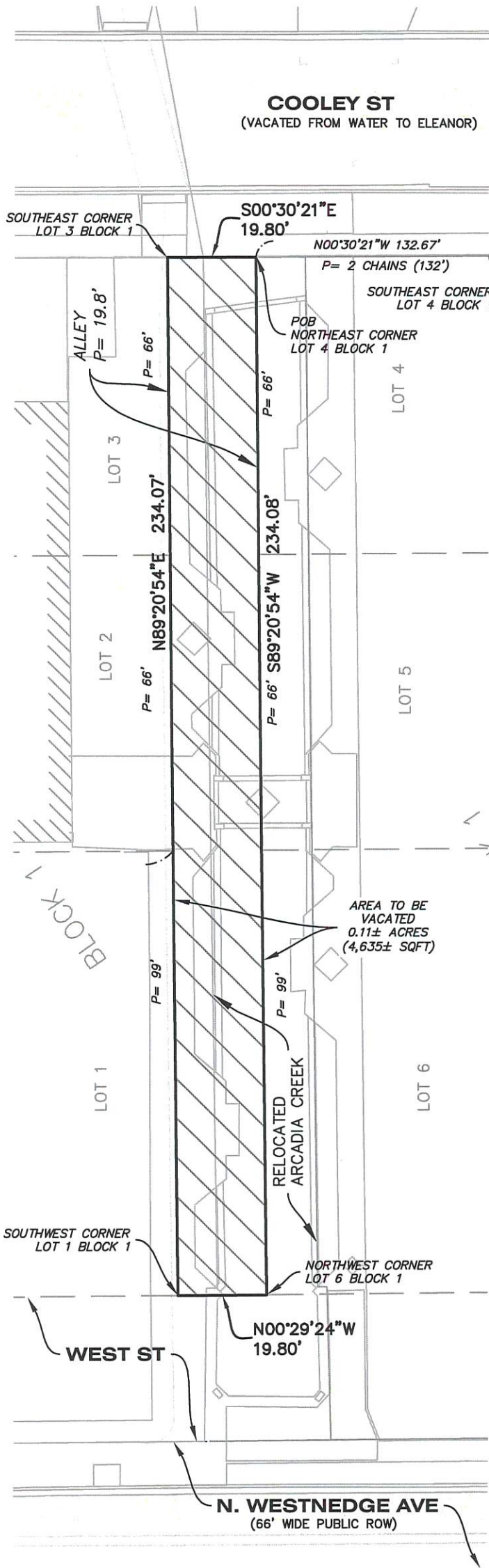


STREET VACATION EXHIBIT

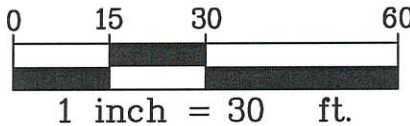
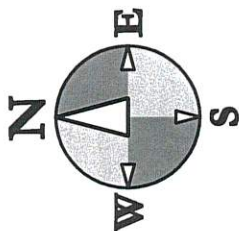
DESCRIPTION OF ALLEY BETWEEN WEST STREET AND COOLEY STREET TO BE VACATED

PART OF THE ORIGINAL PLAT OF THE TOWN OF KALAMAZOO (NOW CITY) AS RECORDED IN LIBER 6, PAGE 8, KALAMAZOO COUNTY RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 4, BLOCK 1 OF THE ORIGINAL PLAT OF THE TOWN OF KALAMAZOO; THENCE ALONG THE EAST LINE OF SAID LOT 4, NORTH 00 DEGREES 30 MINUTES 21 SECONDS WEST 132.67 FEET (PLATTED AS 2 CHAINS) TO THE NORTHEAST CORNER OF SAID LOT 4 AND THE POINT OF BEGINNING; THENCE ALONG THE NORTH LINE OF LOTS 4, 5, AND 6 OF BLOCK 1 OF THE ORIGINAL PLAT OF THE TOWN OF KALAMAZOO, SOUTH 89 DEGREES 20 MINUTES 54 SECONDS WEST 234.08 FEET (PLATTED AS 3.5 CHAINS) TO THE NORTHWEST CORNER OF LOT 6, BLOCK 1 OF THE ORIGINAL PLAT OF THE TOWN OF KALAMAZOO; THENCE ALONG THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 6, NORTH 00 DEGREES 29 MINUTES 24 SECONDS WEST 19.80 FEET TO THE SOUTHWEST CORNER OF LOT 1, BLOCK 1 OF THE ORIGINAL PLAT OF THE TOWN OF KALAMAZOO; THENCE ALONG THE SOUTH LINE OF LOTS 1, 2, AND 3, BLOCK 1 OF THE ORIGINAL PLAT OF THE TOWN OF KALAMAZOO, NORTH 89 DEGREES 20 MINUTES 54 SECONDS EAST 234.07 FEET (PLATTED AS 3.5 CHAINS) TO THE SOUTHEAST CORNER OF LOT 3, BLOCK 1 OF THE ORIGINAL PLAT OF THE TOWN OF KALAMAZOO AND THE WEST LINE OF COOLEY STREET; THENCE ALONG SAID WEST LINE, SOUTH 00 DEGREES 30 MINUTES 21 SECONDS EAST 19.80 FEET TO THE POINT OF BEGINNING.



Travis Adam Krentz



Drawing No.

1

1 OF 1

Title:

Project:

Client:

**STREET VACATION EXHIBIT
KALAMAZOO EVENT CENTER
CD ARENA LLC**

Job No.: 23-056D

Date: 08/29/23

Scale: AS NOTED

P.M.: TAK

Dft: BDE

QA/QC: 08/29/23

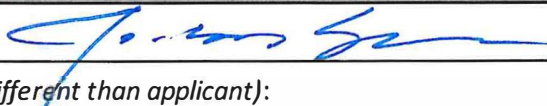


hurley & stewart, llc
2800 s. 11th street
kalamazoo, michigan 49009
269.552.4960 fax 269.552.4961
www.hurleystewart.com



PLANNING COMMISSION APPLICATION

(West Street Application)

APPLICANT INFORMATION			
Name: CD Arena, LLC, c/o Jordan Schau		Mailing Address: 350 E. Michigan Suite 500	
City: Kalamazoo		State: MI	ZIP Code: 49007
Phone: 269-382-5300	Email: Jordan@kzoolawfirm.com	Preferred Contact: ☒ Email ☐ Phone	
PROPERTY OWNER INFORMATION			
<i>If the applicant is not the property owner, owner must sign application or provide a letter stating that owner gives consent for the application to be filed.</i>			
Name: N/A		Mailing Address:	
City:		State:	ZIP Code:
Phone:	Email:	Preferred Contact: ☐ Email ☐ Phone	
PROPERTY INFORMATION			
Property Address(s): 440 W. Water; 235 Cooley St.; 455 & 452 Eleanor; and 330 N. Westnedge			
Parcel Identification Number(s):		Zone District (kalamazoocity.org/maps):	
TYPE OF REQUEST			
☐ Rezoning ☐ Text Amendment (Chapter(s) _____, Section(s) _____) ☐ Special Use Permit		☐ Planned Unit Development (PUD) ☐ Preliminary Subdivision ☒ Right of Way Vacation	
Description: CD Arena, LLC requests that that the former "West Street" right of way running along the western border of Blocks 1 & 10, up to the current east line of the Westnedge Ave. right of way, be vacated. (See attached drawing).			
ATTACHMENTS			
☐ \$ _____ Fee		☐ Completed Review Sheet	
☐ Other documents or engagement information <i>Note: 10 days before meeting provide update on outreach to neighbors or provide any letters of support</i>			
SIGNATURE			
Signature of Applicant: 		Date: 9-15-23	
Signature of Owner (if different than applicant):		Date:	



PLANNING COMMISSION

VACATING OF A PUBLIC RIGHT OF WAY REVIEW SHEET

Please reach out to staff if you have any questions.

Location of request for public right of way to be vacated: (may also provide on a separate sheet):

CD Arena, LLC requests that the former "West Street" right of way running along the western border of Blocks 1 & 10, up to the current east line of the Westnedge Ave. right of way, be vacated.

Reasons for the request:

The purpose of the requested vacation is to create a single parcel for the construction of the proposed event center.

Provide a text description which includes the length and width of the right of way in linear feet (include map):

See attachment

Please list property owners who have property directly next to the right of way (please include letters of support or petition of support from property owners):

CD Arena, LLC, the City of Kalamazoo, and the Kalamazoo DDA are the only property owners that own property adjacent to the former ROW shown as "West Street" in the subject area.

Please identify any properties that have ingress/egress easements which may be connected to this right of way (or provide map):

N/A as the former ROW is not in use and has been considered a part of the adjacent private parcels for many decades.



Community Planning & Economic Development
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(269) 337-8026 • www.kalamazoo-city.org

Please include letter(s) of support from any easement holders within the right-of-way to be vacated, including easements for City utilities, electric, gas, and fiber. List entities you will obtain letters of support from here:

N/A

Estimate of the fair market value for the land from the City Assessor?

N/A as land is already included as part of privately owned parcels.

Please provide description of how the vacated ROW will be split and paid for by adjacent property owners (if applicable).

The entirety of the vacated former West Street ROW would remain part of the parcels in which it is currently included in legal descriptions for the parcels that lie immediately to the east of said former ROW (all of which are owned or under contract by CD Arena).

If the proposed vacation is for an improved right-of-way that has at least some public use beyond those requesting the vacation, the applicant(s) are required to use the City's Public Participation Plan for required outreach and engagement before the request is reviewed by the Planning Commission. Please describe elements of public outreach (if applicable).

N/A. Former ROW has not been used for many decades, if ever.

Property Information

Tax Parcel Numbers

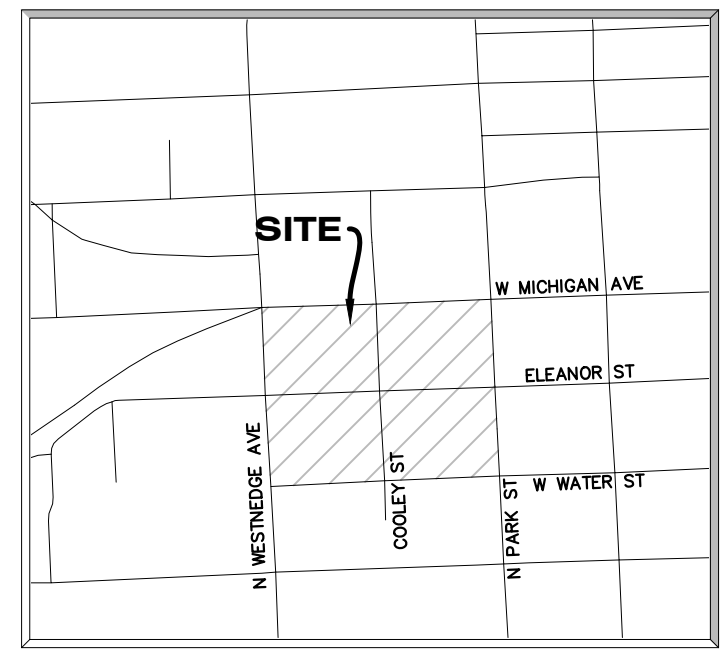
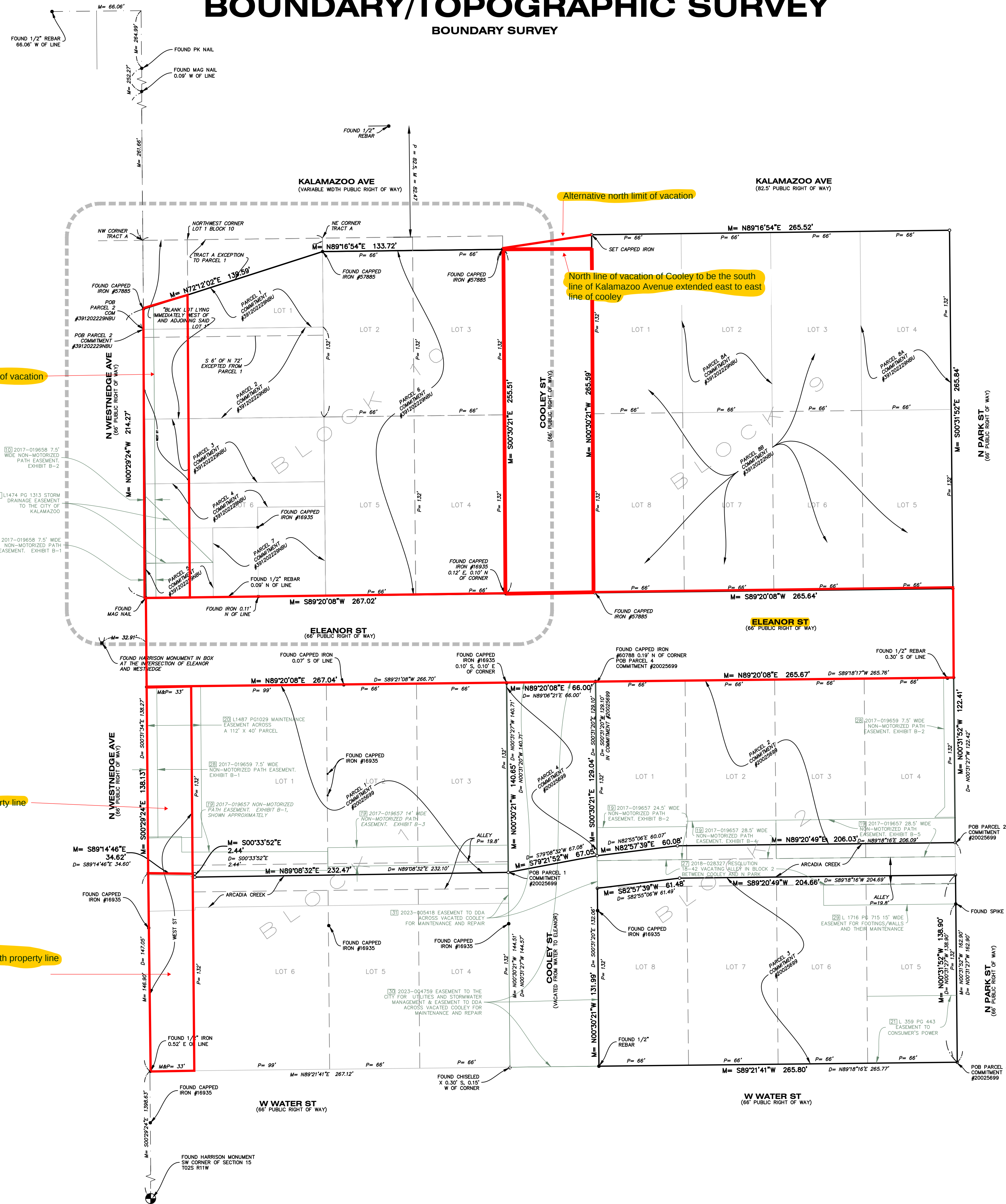
<u>Address of Parcel:</u>	<u>Tax Parcel Number</u>
440 W. Water	06-15-320-008
235 Cooley	06-15-315-505
452 Eleanor	06-15-315-106
455 Eleanor	06-15-315-506
330 N. Westnedge	06-15-310-102

NOTES PERTAINING TO BOUNDARY SURVEY

1. DOC #2018-028327 IS CITY RESOLUTION 18-42 WHICH VACATES THE ALLEY IN BLOCK 2 BETWEEN COOLEY AND N. PARK. NO DOCUMENT HAS BEEN PROVIDED SHOWING THAT THIS WAS APPROVED BY CIRCUIT COURT. TITLE TO THIS ALLEY IS UNCLEAR.
2. DOC #2023-004759 IS CITY RESOLUTION 22-57 WHICH VACATES COOLEY STREET BETWEEN W. WATER AND ELEANOR STREET. NO DOCUMENTATION HAS BEEN PROVIDED SHOWING THAT THIS WAS APPROVED BY CIRCUIT COURT. TITLE TO THIS PORTION OF COOLEY STREET IS UNCLEAR.
3. NO DOCUMENTATION VACATING THE ALLEY IN BLOCK 1 BETWEEN WEST AND COOLEY STREET HAS BEEN PROVIDED. TITLE TO THIS ALLEY IS UNCLEAR.
4. NO DOCUMENTATION VACATING WEST STREET BETWEEN KALAMAZOO AVENUE AND W. WATER STREET HAS BEEN PROVIDED. TITLE TO THIS PORTION OF WEST STREET IS UNCLEAR.
5. WEST LINE OF PARCEL 2, COMMITMENT #20025699 IS DESCRIBED AS S00°31'20"W. THIS APPEARS TO BE A TYPO AND CAUSES A MISCLASURE. IF DESCRIBED AS S00°31'20"E THE DESCRIPTION WOULD CLOSE.
6. PARCEL 1 COMMITMENT #391202229NBU CONTAINS 0.11 ACRES (4,731 SFT)
PARCEL 2 COMMITMENT #391202229NBU CONTAINS 0.20 ACRES (8,884 SFT)
PARCEL 3 COMMITMENT #391202229NBU CONTAINS 0.15 ACRES (6,400 SFT)
PARCEL 4 COMMITMENT #391202229NBU CONTAINS 0.11 ACRES (4,971 SFT)
PARCEL 5 COMMITMENT #391202229NBU CONTAINS 0.03 ACRES (1,287 SFT)
PARCEL 6 COMMITMENT #391202229NBU CONTAINS 0.78 ACRES (34,158 SFT)
PARCEL 7 COMMITMENT #391202229NBU CONTAINS 0.12 ACRES (5,033 SFT)
PARCEL 8A COMMITMENT #391202229NBU CONTAINS 0.41 ACRES (17,842 SFT)
PARCEL 8B COMMITMENT #391202229NBU CONTAINS 1.22 ACRES (52,926 SFT)
PARCEL 1 COMMITMENT #20025699 CONTAINS 0.86 ACRES (37,573 SFT)
PARCEL 2 COMMITMENT #20025699 CONTAINS 0.75 ACRES (32,715 SFT)
PARCEL 3 COMMITMENT #20025699 CONTAINS 0.84 ACRES (36,896 SFT)
PARCEL 4 COMMITMENT #20025699 CONTAINS 0.21 ACRES (8,907 SFT)

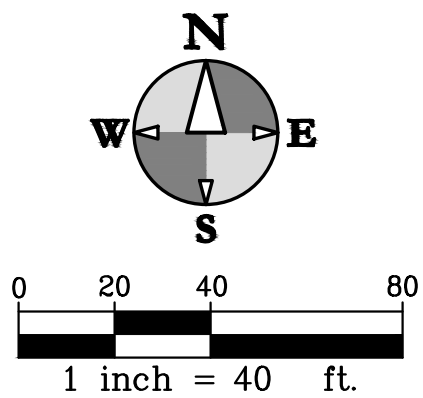
LEGEND

- BM#XX BENCH MARK
- SET MONUMENT
 - FOUND MONUMENT
 - SET CAPPED IRON LIC. # 57885
 - FOUND IRON
 - ✱ SET CHISELED "X"
 - ⊙ FOUND CHISELED "X"
- ▲CP # CONTROL POINT
- P= PLATTED
 - D= DESCRIBED
 - M= MEASURED
 - R= RECORD
 - C= CALCULATED



SITE LOCATION MAP

NOT TO SCALE
SECTION 15, TOWN 11W, RANGE 02S,
CITY OF KALAMAZOO, KALAMAZOO COUNTY,
MICHIGAN,
N WESTNEDGE, W MICHIGAN AVE,
N PARK ST, AND W WATER ST



BOUNDARY/TOPOGRAPHIC SURVEY
KALAMAZOO EVENT CENTER
CD ARENA LLC

Sheet Title:
Project:
Client:

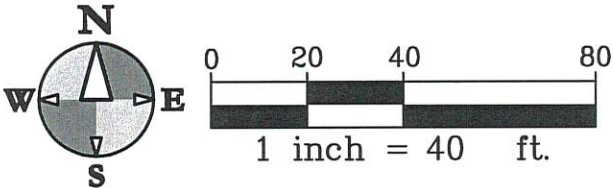
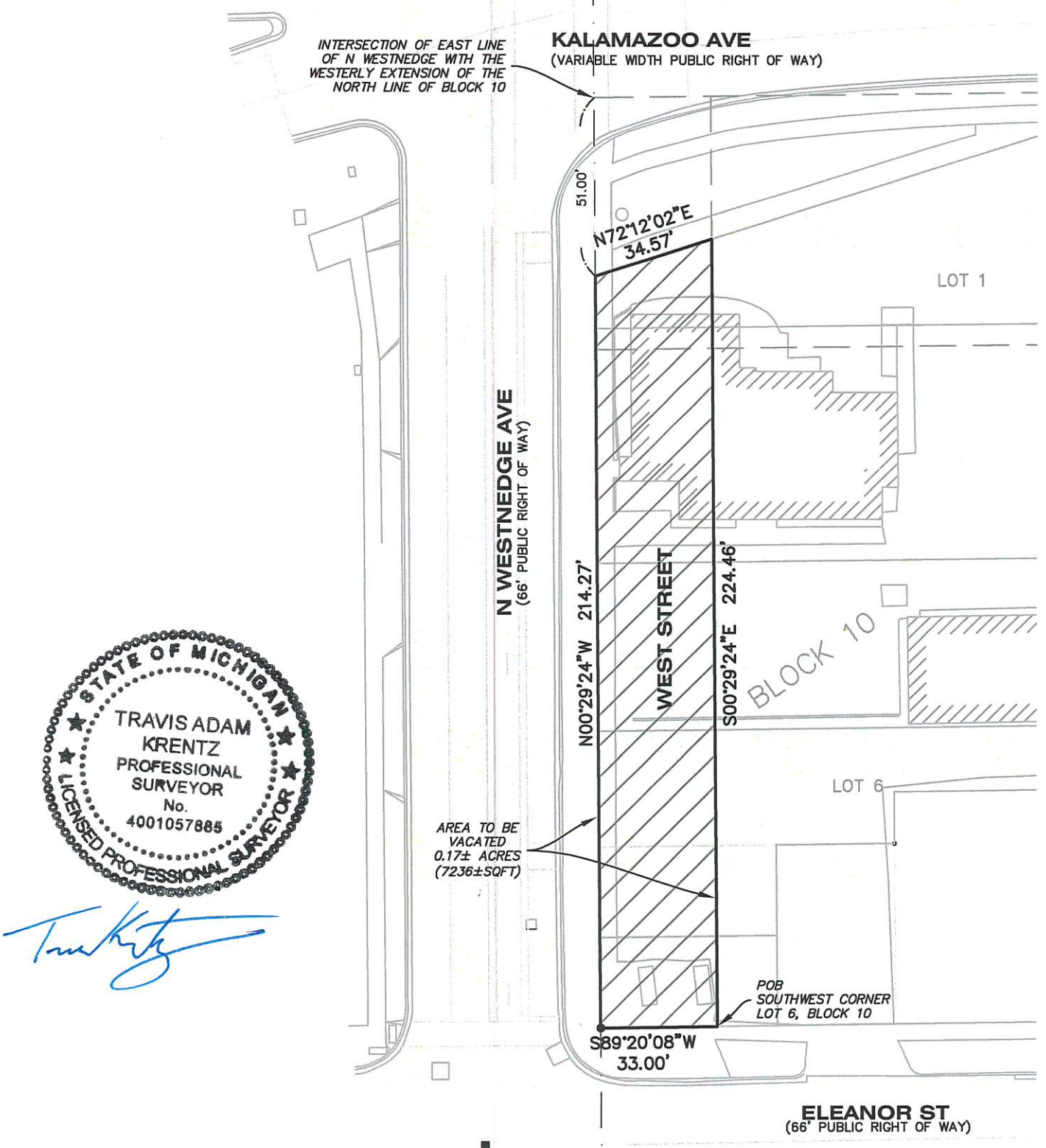
08/16/23
Sheet
S-7

Job No: 23-056D P.M.TAK DTL BDE QA/QC 08/16/23
ISSUED FOR REVISIONS:
#1 BOUNDARY/TOPOGRAPHIC SURVEY 08/09/23
#2 ADDITIONAL CONTOUR LABELS 08/16/23
COPYRIGHT © of Hurley & Stewart, LLC

hurley & stewart, llc
2800 s. 11th street
kalamazoo, michigan 49009
269.552.4960 fax 269.552.4961
www.hurleystewart.com



STREET VACATION EXHIBIT



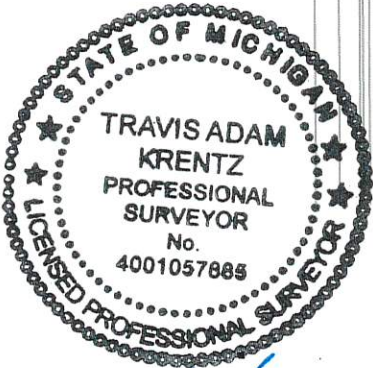
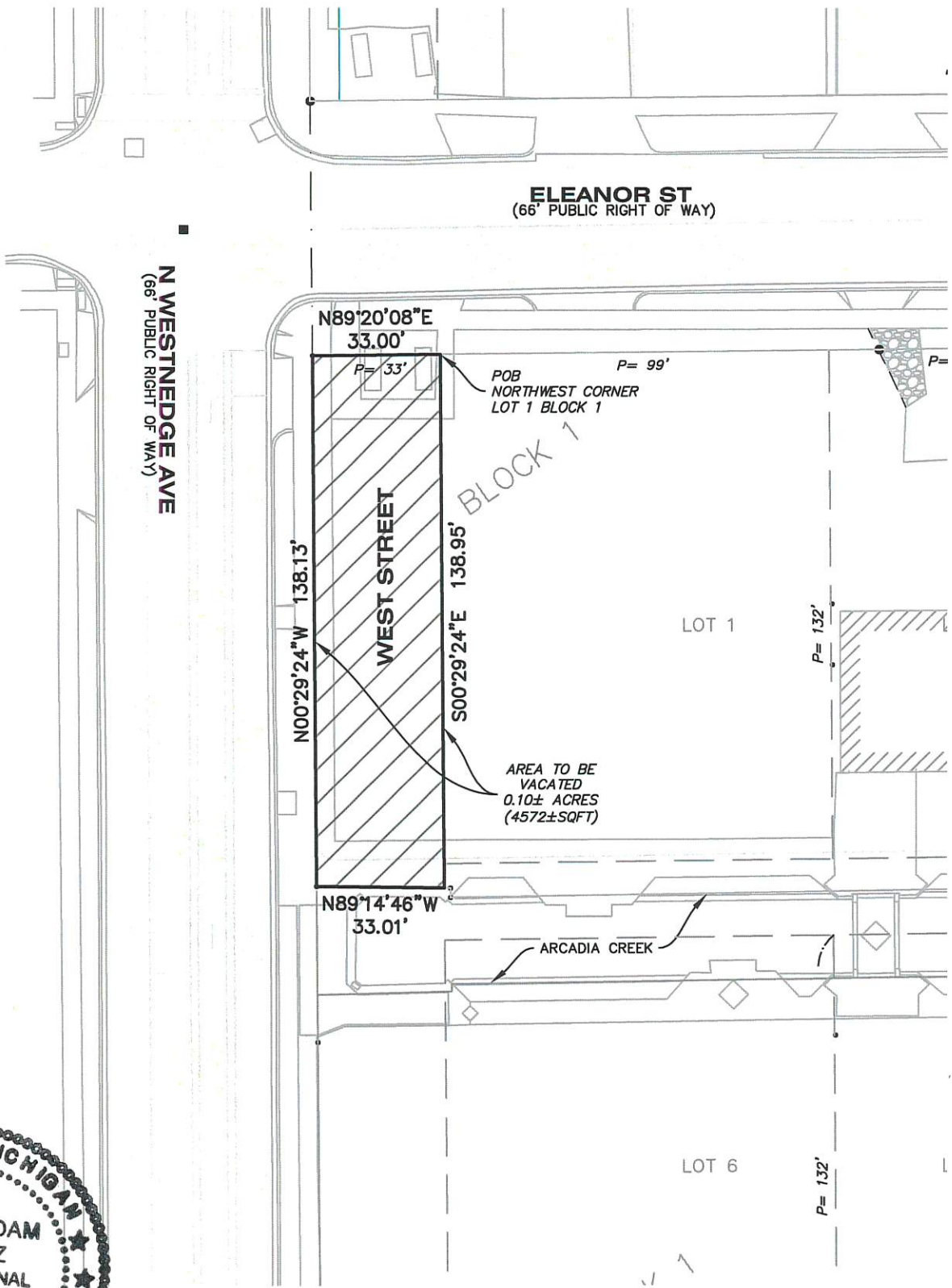
DESCRIPTION OF WEST STREET FROM KALAMAZOO TO ELEANOR TO BE VACATED

PART OF THE ORIGINAL PLAT OF THE TOWN OF KALAMAZOO (NOW CITY) AS RECORDED IN LIBER 6, PAGE 8, KALAMAZOO COUNTY RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 6, BLOCK 10 OF THE ORIGINAL PLAT OF THE TOWN OF KALAMAZOO; THENCE ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID BLOCK 10, SOUTH 89 DEGREES 20 MINUTES 08 SECONDS WEST 33.00 FEET TO THE EAST LINE OF NORTH WESTNEDGE AVENUE; THENCE ALONG SAID EAST LINE, NORTH 00 DEGREES 29 MINUTES 24 SECONDS WEST 214.27 FEET TO A POINT WHICH LIES 51.00 FEET SOUTH OF THE INTERSECTION OF THE EAST LINE OF NORTH WESTNEDGE AVENUE WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF BLOCK 10 OF THE ORIGINAL PLAT OF THE TOWN OF KALAMAZOO; THENCE NORTH 72 DEGREES 12 MINUTES 02 SECONDS EAST 34.57 FEET TO THE WEST LINE OF LOT 1, BLOCK 10 OF THE ORIGINAL PLAT OF THE TOWN OF KALAMAZOO; THENCE ALONG THE WEST LINE OF LOT 1 AND LOT 6, BLOCK 10 OF THE ORIGINAL PLAT OF THE TOWN OF KALAMAZOO, SOUTH 00 DEGREES 29 MINUTES 24 SECONDS EAST 224.46 FEET TO THE POINT OF BEGINNING.

Drawing No. 1 1 OF 1	Title: STREET VACATION EXHIBIT	Job No.: 23-056D Date: 08/23/23 Scale: AS NOTED P.M.: TAK Dft: BDE QA/QC: 08/23/23	 hurley & stewart	hurley & stewart, llc 2800 s. 11th street kalamazoo, michigan 49009 269.552.4960 fax 269.552.4961 www.hurleystewart.com
	Project: KALAMAZOO EVENT CENTER			
	Client: CD ARENA LLC			

STREET VACATION EXHIBIT



Travis Adam Krentz

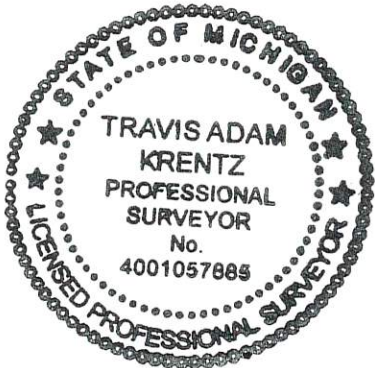
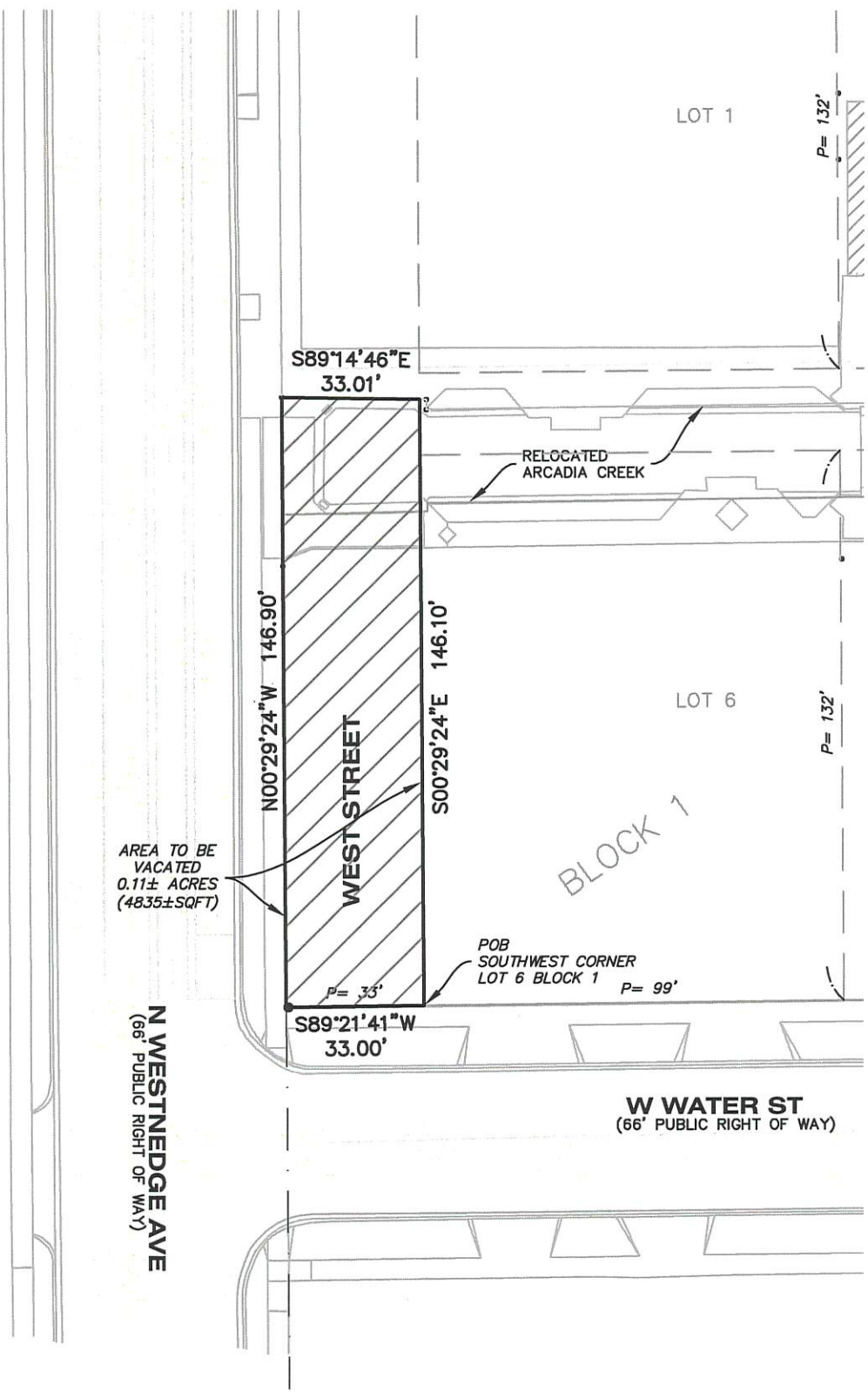
DESCRIPTION OF WEST STREET TO BE VACATED

PART OF THE ORIGINAL PLAT OF THE TOWN OF KALAMAZOO (NOW CITY) AS RECORDED IN LIBER 6, PAGE 8, KALAMAZOO COUNTY RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

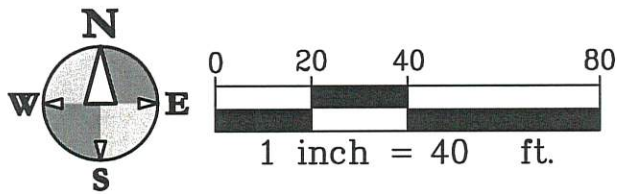
BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 1 OF THE ORIGINAL PLAT OF THE TOWN OF KALAMAZOO; THENCE ALONG THE WEST LINE OF LOT 1, BLOCK 1 OF THE ORIGINAL PLAT OF THE TOWN OF KALAMAZOO AND THE SOUTHERLY EXTENSION THEREOF, SOUTH 00 DEGREES 29 MINUTES 24 SECONDS EAST 138.95 FEET TO THE NORTH LINE OF THE RELOCATED ARCADIA CREEK; THENCE ALONG SAID NORTH LINE, NORTH 89 DEGREES 14 MINUTES 46 SECONDS WEST 33.01 FEET TO THE EAST LINE OF NORTH WESTNEDGE AVENUE; THENCE ALONG SAID EAST LINE, NORTH 00 DEGREES 29 MINUTES 24 SECONDS WEST 138.13 FEET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF BLOCK 1 OF THE ORIGINAL PLAT OF THE TOWN OF KALAMAZOO; THENCE ALONG SAID NORTH LINE, NORTH 89 DEGREES 20 MINUTES 08 SECONDS EAST 33.00 FEET TO THE POINT OF BEGINNING.

Drawing No. 1 1 OF 1	Title: STREET VACATION EXHIBIT Project: KALAMAZOO EVENT CENTER Client: CD ARENA LLC	Job No.: 23-056D Date: 08/23/23 Scale: AS NOTED P.M.: TAK Dft: BDE QA/QC: 08/23/23	 hurley & stewart, llc 2800 s. 11th street kalamazoo, michigan 49009 269.552.4960 fax 269.552.4961 www.hurleystewart.com
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STREET VACATION EXHIBIT



Travis Adam Krentz



DESCRIPTION OF WEST STREET FROM NORTH LINE OF RELOCATED ARCADIA CREEK TO WATER STREET TO BE VACATED

PART OF THE ORIGINAL PLAT OF THE TOWN OF KALAMAZOO (NOW CITY) AS RECORDED IN LIBER 6, PAGE 8, KALAMAZOO COUNTY RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 6, BLOCK 1 OF THE ORIGINAL PLAT OF THE TOWN OF KALAMAZOO; THENCE ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF BLOCK 1 OF THE ORIGINAL PLAT OF THE TOWN OF KALAMAZOO, SOUTH 89 DEGREES 21 MINUTES 41 SECONDS WEST 33.00 FEET TO THE EAST LINE OF NORTH WESTNEDGE AVENUE; THENCE ALONG SAID EAST LINE, NORTH 00 DEGREES 29 MINUTES 24 SECONDS WEST 146.90 FEET TO THE NORTH LINE OF RELOCATED ARCADIA CREEK; THENCE ALONG SAID NORTH LINE, SOUTH 89 DEGREES 14 MINUTES 46 SECONDS EAST 33.01 FEET TO THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 6 BLOCK 1 OF THE ORIGINAL PLAT OF THE TOWN OF KALAMAZOO; THENCE ALONG SAID WEST LINE, SOUTH 00 DEGREES 29 MINUTES 24 SECONDS EAST 146.10 FEET TO THE POINT OF BEGINNING.

Drawing No. 1 1 OF 1	Title: STREET VACATION EXHIBIT Project: KALAMAZOO EVENT CENTER Client: CD ARENA LLC	Job No.: 23-056D Date: 08/23/23 Scale: AS NOTED P.M.: TAK Dft: BDE QA/QC: 08/23/23	 hurley & stewart, llc 2800 s. 11th street kalamazoo, michigan 49009 269.552.4960 fax 269.552.4961 www.hurleystewart.com
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48 RECEIVED

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COUNTY OF KALAMAZOO

2018-028327 09/07/2018 01:30:39 PM

Pages: 1 of 4 RES

CITY OF KALAMAZOO

Timothy A. Snow County Clerk/Register Kalamazoo County, MI



CITY OF KALAMAZOO, MICHIGAN

RESOLUTION NO. 18-42

**A RESOLUTION VACATING THE 264-FOOT-LONG PUBLIC ALLEY LOCATED
BETWEEN NORTH PARK STREET AND COOLEY STREET IN THE CITY OF
KALAMAZOO, KALAMAZOO COUNTY, MICHIGAN**

Minutes of a regular meeting of the City Commission of the City of Kalamazoo held on July 2, 2018, at 7:00 o'clock p.m., local time at the City Hall.

PRESENT, Commissioners: Anderson, Cooney, Cunningham, Sykes, Urban, Vice Mayor
Knott, Mayor Hopewell

ABSENT, Commissioners: None

Recitals:

A. The City of Kalamazoo is empowered with the authority to vacate a street pursuant to City Charter Sections 150 and 171, the Constitution of the State of Michigan 1963, Article VII, Section 29, and the Land Division Act, MCL 560.256.

B. The City received a request from the Downtown Development Authority to vacate the public alley located between N. Park Street and Cooley Street, south of Eleanor Street.

C. The concrete surface of the alley was formerly removed to uncover the underlying Arcadia Creek, but the alley was not vacated at the time as required by the City of Kalamazoo Street Vacation Policy of 1992.

D. The City provided Notice of the Public Hearing before the Planning Commission on vacating this public alley by: (i) publication in the Kalamazoo Gazette; and (ii) mailing the notice first class with postage pre-paid to all listed property owners and occupants of parcels of land

abutting this section of the public alley and located within three hundred (300) feet from any point on the boundary line of the alley.

E. A public hearing was held on December 7, 2017 by the Planning Commission where the public was able to provide testimony pertaining to the vacation of this section of the public alley.

F. The Planning Commission unanimously recommended that the City Commission vacate the public alley and that it be provided to the Downtown Development Authority, which is legally obligated to maintain, restore and repair the underlying Arcadia Creek channel.

G. The City Commission finds that the Department of Public Services and Public Safety Department no longer require that this public alley remain a public street.

H. Under City Commission policy, the Downtown Development Authority has agreed to pay the \$2,000 fair market value of this vacated portion of the public alley, which was calculated by the Assessor's Office.

I. The City Commission determines that the best interest of the health, welfare, comfort and safety of the citizens of Kalamazoo are met by the vacation of the public alley as set forth in this resolution.

J. Resolution No. 18-11 adopted February 19, 2018 by the City Commission contained an error in the legal description of the public alley to be vacated which this Resolution corrects.

THEREFORE, IT IS RESOLVED:

1. A certain public alley, as depicted in the attached map is vacated and discontinued as a public street, and the land area is to be conveyed by quit claim deed to the Kalamazoo Downtown Development Authority, said alley being more specifically described as:

The alley located in Block 2 of the Original Plat of the Town (now City) of Kalamazoo, recorded in Liber 6 of Plats Page 8 in the Kalamazoo County Register of Deeds, said alley more particularly described as a strip of land bisecting Block 2 of said Original Plat being 19.8 feet wide, north and south, by 264.0 feet, east and west, lying between the east line of Cooley Street and the west line of North Park Street.

2. The City Manager is authorized to sign any additional documents besides this resolution that are necessary to reflect this right-of-way vacation and transfer of interest.

3. Upon receipt of evidence that the condition set forth above is met, the City Clerk of the City of Kalamazoo shall record certified copies of this resolution with the Kalamazoo County Register of Deeds and the State Treasurer.

2018-028327 09/07/2018 01:30:39 PM
Pages: 2 of 4 RES
CITY OF KALAMAZOO
Timothy A. Snow County Clerk/Register Kalamazoo County, MI


4. Resolution No. 18-11 adopted February 19, 2018 is rescinded and is of no effect.

The above resolution was offered by Commissioner Sykes and supported by Commissioner Anderson.

AYES, Commissioners: Anderson, Cooney, Cunningham, Sykes, Urban, Vice Mayor Knott, Mayor Hopewell

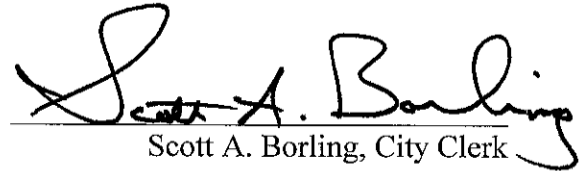
NAYS, Commissioners: None

ABSTAIN, Commissioners: None

RESOLUTION DECLARED ADOPTED.

CERTIFICATE

The foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Kalamazoo at a regular meeting held on July 2, 2018. Public notice was given and the meeting was conducted in full compliance with the Michigan Open Meetings Act (PA 267, 1976). Minutes of the meeting will be available as required by said Act.


Scott A. Borling, City Clerk

2018-028327 09/07/2018 01:30:39 PM
Pages: 3 of 4 RES
CITY OF KALAMAZOO
Timothy A. Snow County Clerk/Register Kalamazoo County, MI


P. C. #2017.17 - Vacation of an unused alley
located between Cooley Street and N. Park Street,
south of Eleanor Street



2018-028327 09/07/2018 01:30:39 PM
Pages: 4 of 4 RES
CITY OF KALAMAZOO
Timothy A. Snow County Clerk/Register Kalamazoo County, MI



Feet
160
80
40
0

P. C. #2017.17 - Vacation of an unused alley
located between Cooley Street and N. Park Street,
south of Eleanor Street



State of Michigan } ss.
County of Kalamazoo }
Plat Was
29th day of

Michigan } ss.
County of Kalamazoo }
Plat Was
29th day of

I hereby certify this
received for record and Recorded this
December 1845 at 1/2 past 12 o'clock PM.
C.A. Sheldon
Register

State of Michigan } ss.
County of Kalamazoo }

Henry S. Smith Register of Deeds for said County and Charles C. Smith Draughtsman
bring before me and say that the Plat on this sheet is copied from the Original Plat
of the Village of Kalamazoo in accordance with a resolution adopted by the Board of Supervisors for
1886 in (Lib.) of Deeds page 404 and that it is an exact transcript of the original Plat
Subscribed to and sworn this 23rd day of February 1880 before me
Julien H. Smith Notary Public

Henry S. Smith Reg.
Charles C. Smith Draughtsman



Plat of the
Town of Kalamazoo
the County Seat of
Kalamazoo County
State of
Michigan.

Boundary Sec 15 T 23 N R 11 W
Scale 4 chs to an inch

The undersigned proprietors of the Village of Kalamazoo
State of Michigan having made the within Plat
and Survey recognize and acknowledge the same
to be our act and deed

Witness our hands and seals

This 26th day of Decr 1844

J. Burdick [LS]
Thos C. Sheldon [LS]
Anthony Cooley [RS]

State of Michigan } ss. On this 26th day of Decr 1844
personally appeared before me Thomas C. Sheldon
Justice Burdick & Anthony Cooley, well known to me to be
the persons described in and who executed the above written
instrument and avowedly acknowledged that the within survey
and Plat was made laid out and established by them as the
proprietors of said Village of Kalamazoo
Witness my hand on the day and year above written
John Ransom
Chief Justice Sup Court

City Commission
Jan 5, 1845
400-60