

Agenda

Downtown Development Authority

Board of Directors



City of Kalamazoo

Monday, February 19, 2024

3:00 PM

Community Planning and Economic Development - 245 N. Rose Street
Main Conference Room

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.

B. ADOPTION OF FORMAL AGENDA

C. APPROVAL OF MINUTES

1. Approval of the minutes from the meeting of the Downtown Development Authority Board on December 18, 2023. (**Action: Motion to approve**)

D. REPORTS AND PRESENTATIONS

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

E. DISCUSSION/ACTION ITEMS

1. Service Agreement Between DDA/DEGA and The City of Kalamazoo (**Action: Motion to Approve the Service Agreement Between DDA/DEGA and The City of Kalamazoo as Amended**) - Jessica Wood
2. Adoption of a resolution recommending approval of the application from Old Skool Bars LLC for a Redevelopment District Liquor License located at 125 S Kalamazoo Mall, within the City's existing Downtown Development District. (**Action: Motion to Approve**)

F. PUBLIC COMMENTS

G. DIRECTOR COMMENTS

H. ADJOURNMENT

Board of Directors Regular Meeting Minutes

December 18, 2023, 3:00 p.m. | Community Planning & Economic Development, 245 N Rose Street

PRESENT: Curt Aardema, Jeff Breneman, Kwame Gyimah, Grant Fletcher, Stephanie Hinman, Matt Hollander, Susan Lindemann, Clarence Lloyd

ABSENT: Mayor David Anderson

STAFF: Paul Thuringer, Jaime Marsman, Steve Vicenzi

A. CALL TO ORDER

DIRECTOR LINDEMANN CALLED THE MEETING TO ORDER AT 4:36 P.M

ROLL CALL

PRESENT: Curt Aardema
Jeff Breneman
Kwame Gyimah
Grant Fletcher
Stephanie Hinman
Matt Hollander
Susan Lindemann
Clarence Lloyd

ABSENT: Mayor David Anderson

EXCUSED: Mayor David Anderson

THE DECEMBER 18, 2023, ATTENDANCE INCLUDING EXCUSED AND UNEXCUSED ABSENCES ARE RECORDED.

B. ADOPTION OF FORMAL AGENDA

Committee reports were moved to the DEGA Agenda. It was also noted that the location of the meeting was listed incorrectly on the agenda.

**DIRECTOR FLETCHER MOVED TO ADOPT THE DECEMBER 18, 2023 AGENDA AS AMENDED.
DIRECTOR LLOYD SECONDED. NO OBJECTIONS. MOTION CARRIED.**

Board of Directors Regular Meeting Minutes

December 18, 2023, 3:00 p.m. | Community Planning & Economic Development, 245 N Rose Street

C. APPROVAL OF MINUTES

DIRECTOR FLETCHER MOVED TO APPROVE THE NOVEMBER 20, 2023 MINUTES. DIRECTOR AARDEMA SECONDED. NO OBJECTIONS. MOTION CARRIED.

D. REPORTS AND PRESENTATIONS

1. Financial Report

Mr. Vicenzi shared highlights from the Financial Report.

Director Aardema asked about the engineering services and questioned if repairs would also be forthcoming. Mr. Vicenzi stated that he would follow up with Public Services regarding this. Director Lindemann stated that any assessment work done by the Authority should be kept in the Authority's records. Mr. Thuringer affirmed that he would look into this. There was a discussion regarding the files from the Kalamazoo Downtown Partnership. Mr. Thuringer stated that City Staff is investigating funding for this and will have more to report in the next month.

DIRECTOR FLETCHER MOVED TO ACCEPT THE FINANCIAL REPORT AS PRESENTED. DIRECTOR BRENNEMAN SECONDED.

Director Hollander suggested another column for over/under variance. Mr. Vicenzi agreed that this could be added.

NO OBJECTIONS. MOTION CARRIED.

2. Events & Marketing Committee Report

Moved to the DEGA Agenda.

3. Recruitment and Retention Committee Report

Moved to the DEGA Agenda

4. Notice from the City of Kalamazoo Brownfield Redevelopment Authority

Director Lindemann stated that this was a notice from the City of Kalamazoo Brownfield Redevelopment Authority.

Director Aardema noted that the wording of the notice is a bit misleading with the use of the word "vacant".

Board of Directors Regular Meeting Minutes

December 18, 2023, 3:00 p.m. | Community Planning & Economic Development, 245 N Rose Street

E. DISCUSSION/ACTION ITEMS

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

It was noted that robust discussion occurred at the DEGA Meeting held directly before the DDA Meeting.

DIRECTOR BRENEMAN MOVED TO APPROVE THE SERVICE AGREEMENT BETWEEN THE DDA/DEGA AND THE CITY CONSISTENT WITH THE LANGUAGE CHANGES AS APPROVED BY THE DEGA BOARD. DIRECTOR LLOYD SECONDED. NO OBJECTIONS. MOTION CARRIED.

2. 2024 DDA Budget

Mr. Vicenzi walked the board through the budget as presented.

Mall Maintenance was discussed. Mr. Vicenzi noted that the number is an estimate. The DDA pays the DEGA to assist with this. Director Lindemann noted that this underscores the need to go through all contractual obligations and re-align them.

The budget is approved with the understanding that it will be amended in the future.

It was agreed that it may be helpful for public services to come to the DDA Board for a future meeting to explain bridge assessments.

DIRECTOR BRENEMAN MOVED TO APPROVE THE 2024 BUDGET. DIRECTOR FLETCHER SECONDED. NO OBJECTIONS. MOTION CARRIED.

3. 2024 DDA/DEGA Board Meeting Calendar

Director Lindemann suggested to the Board that the meeting cadence for the DDA be changed. She noted that the DDA needs to exist because of its historic contractual and debt obligations. The DEGA was formed to move the work to the body where the TIF can grow. She suggested that two meetings be scheduled yearly with additional meetings as needed. It was suggested that the two meetings be scheduled as follows: March 18, 2024 and November 18, 2024.

Director Aardema questioned whether there was a minimum number of meetings required. It was confirmed that there is no minimum requirement. Director Fletcher affirmed the decision to schedule two meetings.

DIRECTOR HOLLANDER MOVED TO REDUCE THE 2024 DDA CALENDAR TO MARCH 18, 2024 AND NOVEMBER 18, 2024. DIRECTOR BRENEMAN SECONDED. NO OBJECTIONS. MOTION CARRIED.

Board of Directors Regular Meeting Minutes

December 18, 2023, 3:00 p.m. | Community Planning & Economic Development, 245 N Rose Street

F. PUBLIC COMMENTS

1. None.

G. DIRECTOR'S COMMENTS

1. Director Gyimah stated that he is excited about this work.
2. Director Hollander welcomed Director Gyimah to the Board.
3. Director Breneman affirmed the great progress of the work of the Board in 2023.
4. Director Aardema stated that he enjoyed the Moonlight Madness downtown last Friday. He noted that there was a great turnout.
5. Director Fletcher thanked the Board and affirmed the good mix of skills to accomplish the work. He noted that his term will be up in March 2024 and spoke of the need to recruit.
6. Director Lindemann thanked the Board for their participation and work. She affirmed the forward motion.

H. ADJOURNMENT

DIRECTOR LINDEMANN ADJOURNED THE MEETING AT 5:01 P.M.

Downtown Development Authority

11/30/2023 Trial Balance

Assets:

Cash	\$ 622,567
Receivables	26,487
Taxes Receivable	6,283
Total Assets	655,337

Liabilities & Equity:

Accounts Payable	-
Accrued Debts Payable - Current Year	262,117
Deferred Revenue - Accounts Receivable	32,770
Total Liabilities	294,887

Fund Balance

Fund Balance	622,567
Total Liabilities and Fund Balance	\$ 917,454

	2023 Adopted Budget	November Totals	2023 YTD Actuals
Revenues:			
Taxes	274,000	25,442	235,664
Delinquent Property Taxes			2,895
Payment In Lieu Of Taxes (Pilot)	2,000		2,030
Interest			303
Other Revenues - Mall Maintenance	59,210		59,210
Total Revenues	335,210	25,442	300,102
Expenses:			
Professional And Contractual Services	154,000	367	22,374
Land Improvements	-	-	66,716
Software fees	-	-	5,200
Legal Services And Fees	7,500	12,153	19,392
Audit Fees	10,000	-	6,640
Insurance Services	2,500	-	-
Utilities	31,000	629	11,045
Administrative Fees	125,000	125,000	125,000
Debt Service	-	-	262,117
Tax Appeal Refunds	5,000	-	-
Total Expenses	335,000	138,149	518,483
Revenues Less Expenses	210	(112,707)	(218,382)

Notes:

Pilot Details From 2022:

Rickman House	\$ 162
Skyrise	\$ 1,582

Professional And Contractual Services November:

Grounds Maintenance
Operating Supplies

Utilities:

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

12/31/2023 Trial Balance

Assets:

Cash	\$ 636,011
Receivables	26,487
Taxes Receivable	6,283
Total Assets	668,781

Liabilities & Equity:

Accounts Payable	4,433
Accrued Debts Payable - Current Year	262,117
Deferred Revenue - Accounts Receivable	32,770
Total Liabilities	299,320

Fund Balance

Fund Balance	631,578
Total Liabilities and Fund Balance	\$ 930,898

	2023 Adopted Budget	December Totals	2023 YTD Actuals
Revenues:			
Taxes	274,000	21,021	255,196
Delinquent Property Taxes			4,593
Payment In Lieu Of Taxes (Pilot)	2,000		1,821
Interest			303
Other Revenues - Mall Maintenance	59,210		59,210
Total Revenues	335,210	21,021	321,123
Expenses:			
Professional And Contractual Services	154,000	9,460	42,112
Land Improvements	-	-	56,438
Software fees	-	1,866	7,066
Legal Services And Fees	7,500		19,392
Audit Fees	10,000	-	6,640
Insurance Services	2,500	-	-
Utilities	31,000	1,058	12,103
Administrative Fees	125,000		125,000
Debt Service	-	-	262,117
Tax Appeal Refunds	5,000	-	-
Total Expenses	335,000	12,384	530,867
Revenues Less Expenses	210	8,637	(209,744)

Notes:

Pilot Details 2023:

Rickman House	\$ 177
Skyrise	\$ 1,644

Professional And Contractual Services December:

2023 Bridge And Structure Engineering Se
Downtown DDA Lighting Fixtures And Bulbs
Portland Lou Lock And Door Repair

Utilities:

Water And Sewer
Street Light Electricity

Long Term Debt Outstanding:

City Of Kalamazoo Note	459,000
City Of Kalamazoo Note - Related Tax	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. Without limiting the statutory powers given to the DDA/DEGA in Act 57 in any way, and as authorized by DDA/DEGA Boards, the City will provide Services in support of the activities detailed below directly to (and, as applicable, on behalf of) the DDA/DEGA:

a. Negotiate and recommend purchase and disposition of contracts, leases, options, and easements relating to lands 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 including Arcadia Festival Place.

e. Operate and manage any parcel, building or public facility under the DDA/DEGA's control including Arcadia Festival Place.

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.

i. Act as a primary point of contact for businesses to access the assistance available through the Authorities.

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 Two Hundred and Fifty Thousand Dollars (\$250,000.00).

- b. To be paid in four equal installments of \$62,500.00 on a quarterly basis.
- c. In the event of termination under Section 3 or 4, DDA/DEGA shall pay all amounts due to the City for services performed until the date of termination.

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 at the cost of the DDA/DEGA.

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, licensed, 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. 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: ***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: Paul Thuringer,
Economic Development Supervisor
E-Mail Address: thuringerp@kalamazoocity.org
245 N Rose, Suite 100
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.

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 Manager

4856-2858-1532 v1 [88591-1]

Approved as to Form for City of Kalamazoo:
Office of the City Attorney
By: Charles R. Bear
On: 1/30/2024

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

**RESOLUTION TO APPROVE AND AUTHORIZE EXECUTION OF A
SERVICE AGREEMENT WITH THE CITY OF KALAMAZOO**

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

WHEREAS, the City of Kalamazoo Downtown Development Authority (the “DDA”) was created in 1982 by the Kalamazoo City Commission and operates pursuant to the authority of Act 197 of 1975, as recodified in Act 57 of 2018 (“Act 57”);

WHEREAS, the DDA and the City of Kalamazoo desire to enter into an agreement in which the City shall provide certain services to the DDA.

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

1. That the Service Agreement (the “Agreement”) in substantially the form presented at this meeting is approved with such modifications not materially adverse to the DDA approved as to content by the Board Chairperson and as to form by legal counsel.

2. That the Board Chairperson is authorized and directed to execute the approved Agreement for and on behalf of the DDA.

3. 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: February 19, 2024

_____, 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 February 19, 2024, 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: _____, 2024

_____, Secretary



Downtown Development Authority Staff Report

City of Kalamazoo

TO: The Downtown Development Authority Board of Directors

FROM: Jared Chambers, Business Specialist

DATE: February 19, 2024

SUBJECT: Adoption of a resolution recommending approval of the application from Old Skool Bars LLC for a Redevelopment District Liquor License located at 125 S Kalamazoo Mall, within the City's existing Downtown Development District.
(Action: Motion to Approve)

SUMMARY:

Adoption of a resolution recommending approval of the application from Old Skool Bars LLC for a Redevelopment District Liquor License located at 125 S Kalamazoo Mall, within the City's existing Downtown Development District.

BACKGROUND:

The requested Redevelopment Liquor License is to create the "Electra Lounge" - a vibrant and unique establishment that brings together the best of both worlds - a cozy bar serving a variety of alcoholic beverages and delicious pizzas, coupled with an array of entertaining activities for adults. Their mission is to create a welcoming and lively space where patrons can unwind, socialize and indulge in good food, drinks and games. They will feature a diverse selection of craft beers, signature cocktails, and an extensive wine list to complement our mouthwatering pizza offerings. Their menu will blend traditional favorites with innovative twists, ensuring a delightful culinary experience for their patrons.

The business plan provides for 12 full-time employees, 10 part-time employees and 2 management positions.

State of Michigan legislation that governs this license requires at least \$75,000 to be invested and that seating for at least 50 must be provided. Both of these obligations are/have been met according to their application.

RECOMMENDATION:

It is recommended that the DDA Board adopt a resolution recommending approval of the application from Old Skool Bars LLC for a Redevelopment District Liquor License located at 125 S Kalamazoo Mall, within the City's existing Downtown Development District.

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

**RESOLUTION TO RECOMMEND THE APPROVAL AND ISSUANCE
OF A LIQUOR LICENSE FOR A BUSINESS LOCATED IN THE
DOWNTOWN DEVELOPMENT DISTRICT**

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

WHEREAS, the City of Kalamazoo Downtown Development Authority (the “DDA”) was created in 1982 by the Kalamazoo City Commission and operates pursuant to the authority of Act 197 of 1975, as recodified in Act 57 of 2018 (“Act 57”);

WHEREAS, MCL 436.1521a(1)(b) of the Michigan Liquor Control Code of 1998, Act 58 of the Public Acts of Michigan of 1998, as amended, MCL 436.1101 *et seq.* (“Act 58”), provides for a specific on-premises license type for businesses that are located in a development district area that is a downtown district established under Act 57 and such license is referred to as a “Development District License” or “DDA Liquor License”;

WHEREAS, Old Skool Bars LLC, located at 125 S. Kalamazoo Mall, Suite 100, Kalamazoo, MI 49007, has applied to the City of Kalamazoo for approval of a DDA liquor license under Act 58, and is located within the DDA District, and

WHEREAS, the DDA finds that the issuance of a DDA liquor license to Old Skool Bars LLC, as proposed, would promote economic growth by creating several full and part time jobs in the DDA District; facilitating private investment in the DDA District; and promoting the competitiveness and vitality of downtown Kalamazoo as a destination for dining, arts and tourism.

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

1. That the City of Kalamazoo Downtown Development Authority recommends the issuance of a DDA liquor license to Old Skool Bars, LLC, located at 125 S. Kalamazoo Mall, Suite 100, Kalamazoo, MI 49007.

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: February 19, 2024

_____, 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 February 19, 2024, 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: _____, 2024

_____, Secretary