Agenda
Downtown Economic Growth 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 Economic Growth Authority Board on January 16, 2024. (**Action: Motion to approve**)

D. REPORTS AND PRESENTATIONS

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

2. Committee Reports

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. Creation and distribution of RFPs for summer events, holiday events, and marketing subject to approval in substance by the Board Chair and in form by legal counsel. **(Action: Approve Resolution Authorizing Staff to Create and Distribute RFPs for Summer Events, Holiday Events, and Marketing, Subject to Approval in Substance by the Board Chair and in Form by Legal Counsel.)**

F. PUBLIC COMMENTS

G. CLOSED SESSION

1. Closed Session to consider material exempt from discussion or disclosure by state or federal statute, namely, a privileged legal opinion, under MCL 15.268(h). **(Roll Call)**

H. DIRECTOR COMMENTS

I. ADJOURNMENT

KALAMAZOO DOWNTOWN
ECONOMIC GROWTH
AUTHORITY

Board of Directors Regular Meeting Minutes

January 16, 2024, 3:00 p.m. | Community Planning & Economic Development, 245 N Rose Street

PRESENT: Mayor David Anderson*, Curt Aardema, Jeff Breneman, Kwame Gyimah, Grant Fletcher, Matt Hollander, Susan Lindemann, Clarence Lloyd

ABSENT: Stephanie Hinman

STAFF: Paul Thuringer, Jerrid Burdue, Jaime Marsman

*Arrived after Roll Call

A. CALL TO ORDER

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

Director Lindemann read the Purpose Statement.

ROLL CALL

PRESENT: Mayor David Anderson
Curt Aardema
Jeff Breneman
Kwame Gyimah
Grant Fletcher
Matt Hollander
Susan Lindemann
Clarence Lloyd

ABSENT: Stephanie Hinman

EXCUSED: Stephanie Hinman

THE JANUARY 16, 2024, ATTENDANCE INCLUDING EXCUSED AND UNEXCUSED ABSENCES ARE RECORDED.

B. ADOPTION OF FORMAL AGENDA

Director Lindemann requested that Staff Updates be moved to Item F, before Public Comments.

DIRECTOR FLETCHER MOVED TO ADOPT THE JANUARY 16, 2024 AGENDA AS AMENDED. DIRECTOR LLOYD SECONDED. NO OBJECTIONS. MOTION CARRIED.

C. APPROVAL OF MINUTES

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

D. REPORTS AND PRESENTATIONS

1. Financial Report

Mr. Burdue was present to go through the Financial Report. November revenues and expenses were shared.

There was discussion on budget items "Event Sponsorships" and "Transfer Ins" and whether additional revenues would be seen on the December report. Mr. Burdue stated that he would investigate this further and would also ask clarifying questions regarding Contributions and Event Sponsorships.

Director Aardema asked if there was a projection for the end-of-year balances? Director Lindemann requested Mr. Burdue to reach out regarding this. It was noted that additional transfers could still happen on the December financial reports.

Director Lindemann noted that the DDA and DEGA budgets are linked, and requested the DDA Financial Reports alongside the DEGA Financial Reports each month regardless of whether the DDA Board meets.

Director Lloyd asked if an additional sheet could be provided with a description of line items. Director Lindemann stated that some information is already provided in the "Informational" Section and suggested that additional information could be added to this or an addendum could be provided. Director Lloyd stated that he would prefer a separate addendum with descriptions.

Director Hollander asked if Assistant City Manager Kik would join the Board meeting to discuss contract information. Director Lindemann noted that the meeting with Ms. Kik would first happen with the Finance Committee and they would bring a summary report to the full Board. The Finance Committee meeting will happen in early February.

DIRECTOR LLOYD MOVED TO ACCEPT THE FINANCIAL REPORT AS PRESENTED. MAYOR ANDERSON SECONDED. NO OBJECTIONS. MOTION CARRIED.

2. Committee Reports

Director Lindemann stated that at the December meeting of the DEGA Board, the Board voted to accept the Service Agreement with the City pending a few changes. DEGA Legal counsel also requested a few minor changes which further clarified that the Board is not delegating any authority. Because the motion made in December did not delegate any authority to negotiate, both Boards will need to meet and approve/ratify the amended agreement. A Special Meeting of the DDA will be called in February. The only item on that agenda will be the Service Agreement.

Mr. Thuringer stated that this delay, however, does not pause the relationship, and the City is moving forward regardless. The Service Agreement will need to go to the City Commission for approval after it is approved by both Boards.

Recruitment and Retention Committee

Director Aardema stated that the Committee met last week. They invited a long-time downtown retailer to the meeting and received good input. He noted that this retailer had also previously done work with the KDP/DKI and she provided input on what is important for her, what she would need for her business to expand in the downtown area, and shared her operational understanding.

They also worked on creating a strategy related to recruitment and retention. An inventory has been built of downtown ground floor spaces, whether they are retail/restaurant or vacant spaces. The inventory focuses on the mall and associated cross streets. The focus is centered around the idea of creating a stronger retail core by aggregating retail resources together.

There are still concerns regarding marketing and the upcoming road construction. It was noted that the City has contracted with a marketing firm to assist with these concerns. There was discussion about the previous "Dig Downtown" marketing campaign 25 years ago and the resulting impact of it. The work on MichiKal will begin next Spring, causing a soft opening to the construction, however, once construction begins downtown this will be damaging to the downtown shops. Mr. Burdue stated that he would look into the scope of the marketing firm to see where there are areas of potential overlap. There will likely be a gap that could be filled by this Board.

Director Lindemann stated that marketing work aligns well with the DEGA's strategic vision. Construction will be impactful to the downtown area for the next 2-3 years. It was noted that work on the Arena will also likely happen at this same time. Small business retention benchmarks were discussed including the number of lease renewals and the tracking of square feet available.

Director Aardema noted that recruiting is also difficult because of the lack of updated/relevant resources to provide potential businesses. Director Lloyd noted that Discover Kalamazoo will be a powerful partner in gathering this data.

There was discussion of how this Board can elevate the stories from the downtown shops and retailers. Director Gyimah asked if there was budget for marketing. Director Lindemann stated that a large amount of funds were set aside for events. The Board needs to consider if this is the right mix or if more funds should be put toward marketing. She spoke of the need to see both the short-term and the long-term goals and that the budget should support both. At this time, there are no funds set aside for marketing, but this could be re-evaluated. Director Aardema noted that a strong marketing piece could possibly achieve both long and short-term goals. Dr. Gyimah noted that coordination of events and marketing would make a big impact. It was discussed that event sponsors can be found, leaving room for marketing efforts for the DEGA to focus on.

Director Fletcher questioned whether a combination façade/whitebox/signage grant could be created, and whether this could be used as a marketing tool. Director Hollander agreed that it is not the responsibility of the DEGA to recruit businesses, however, the DEGA can provide incentives that help brokers recruit and retain the best businesses. It was suggested that perhaps there is an MEDC program or grant program that can be utilized, and there was further discussion regarding possible programs and resources.

Director Aardema stated that the DEGA can assist in facilitating this recruitment/retention work as it is not currently being done by others. Director Lindemann noted that a retail strategy would be a long-term goal and short-term assistance should also happen as the strategy gets built.

Mr. Thuringer and Mr. Burdue will investigate the scope of the marketing team. Results will be brought back to the committee level for additional discussion.

Parking system changes were discussed.

Events and Marketing Committee

Director Breneman noted that there is general excitement about the direction that this Committee is headed in. The DEGA is supporting grassroots events. The policy before the board today is generated by the feedback received. The policy stipulates that a Board member must be present for approval of an event sponsorship, and if there is a concern it will need to come before the full board for approval.

There was a question about the money budgeted for these grants and whether it also includes funding for the Events Coordinator. It was agreed that the funds for both are combined and it needs to be decided how the funds are spent. It was also agreed that another RFP for Event Coordinator would need to be put out should the Board decide to do things in the same way as last year. Mr. Thuringer noted that the amount budgeted was purposefully left open for the Board to decide what to sponsor and when.

E. DISCUSSION/ACTION ITEMS

1. Event Sponsorships 2024 Process

The Event Sponsorship process was discussed. A form and a short video will need to be submitted by the applicant for event approval.

Director Lloyd shared who the members of the Committee were, which include Director Lloyd and Director Breneman and stakeholders from the community.

Mayor Anderson noted that there should be some conflict of interest language requiring committee members to recuse themselves should the event involve them or their business.

Director Gyimah asked if subject matter would prevent sponsorship of events. Director Lindemann noted that the committee has discretion and the intention is to promote events that will bring people downtown. If an event alienates a certain group of people, then it would be reasonable to deny that event. Director Gyimah suggested that the committee get advice from legal counsel regarding liability.

It was discussed that a matrix/assessment tools should also be developed. It was agreed that the focus is to support events that support local downtown businesses. Mr. Burdue noted that a scoring matrix would be difficult due to the rolling nature of the application. The application, however, also includes questions that the applicant must answer, giving insight into the event.

It was agreed that legal counsel should address these issues.

DIRECTOR FLETCHER MOTIONED TO APPROVE THE DDA/DEGA EVENTS AND MARKETING COMMITTEE EVENTS SPONSORSHIP 2024 PROCESS PENDING LEGAL COUNSEL REVIEW AND CONFLICT OF INTEREST CLAUSE. IF LEGAL HAS FUNDAMENTAL CHANGES, IT WILL GO TO THE EVENTS AND MARKETING COMMITTEE WHO WILL THEN TAKE IT TO THE EXECUTIVE COMMITTEE. DIRECTOR LLOYD SECONDED. NO OBJECTIONS. MOTION CARRIED.

Director Fletcher noted that additional funding can and should be raised to supplement what is budgeted. It was agreed that part of the Service Agreement with the City is to assist with fundraising.

F. STAFF UPDATES – moved to before public comments

1. Contract Service Agreement Update

The Service Agreement was discussed previously in the meeting under Committee Reports.

Director Hollander asked if there was an evaluation of the Big Belly Contract and its effectiveness. Mr. Thuringer stated that this contract is locked in, however, it will be investigated further during the contract discussion with the committees.

2. KDP Files

Mr. Thuringer noted that discussions have already occurred with the Executive Committee regarding this. The city boxed up all files at the former KDP offices, and there are over 300 boxes. They are currently in a non-climate-controlled building. The City has obtained a bid from Abraxas to take care of these files. The cost is $9575. The City is splitting this cost with the DEGA, and feels that it is necessary to get the files moved into a safer location. This will occur in the upcoming weeks and months.

The first step will be identifying contents and indexing and then evaluation will occur from there as to whether the files are digitized or destroyed.

Mr. Thuringer introduced Jerrid Burdue as the new Downtown Coordinator. Mr. Burdue has been with the City since May, 2023. Mr. Burdue has been focused on downtown since he began and has good relationships with downtown businesses.

Mr. Burdue stated that he comes from a planning background with the Southwest Michigan Planning Commission, was an undergrad in Economics, understands small businesses, and is currently going to WMU for his Master's Degree. He stated that he is happy to serve and looks forward to what can be accomplished together.

G. PUBLIC COMMENTS

1. None.

H. DIRECTOR'S COMMENTS

1. Mayor Anderson:
   i. Asked about the DDA Budget. Director Lindemann explained that standing meetings for the DDA will only happen twice a year, with special meetings as necessary.
   ii. Shared information on the Downtown Placemaking events happening this evening and tomorrow night.
   iii. Requested clarification regarding outstanding loans and the Mall Maintenance Agreement in regard to passing the budget at the last meeting. Director Lindemann stated that it is expected that a budget amendment will be brought forward.
   iv. Spoke about Downtown safety issues and how those can be addressed. He noted that not addressing these issues gives the community a general sense of uncertainty.
   v. The panhandling ordinance was discussed, especially as it relates to panhandling to cars. The importance of safety for both pedestrians and drivers was emphasized. It was suggested that signage/media could be developed to encourage citizens not to give to panhandlers but to give to designated organizations.
2. Director Aardema thanked Mayor Anderson for his work with challenging subjects.
3. Director Lloyd shared that he is happy that we are moving forward with a role that focuses on Downtown. He spoke of the urgency around developing a strategy that helps us address the future of retail and create a sense of hope with current businesses. He encouraged the Board to develop a broad communication strategy, specifically concerning the upcoming changes. How do we promote the downtown and change the narrative that exists?
4. Director Breneman thanked the Mayor for his thoughts. He spoke of the need to bring folks together from different areas to discuss these issues and find resolutions that fit the area. He noted that this would require a special focus and intention.
5. Director Hollander thanked everyone for their comments.
6. Director Gyimah thanked everyone for their comments.
7. Director Lindemann clarified that the DEGA corridor goes down to Howard, but is only the street.

I. ADJOURNMENT

DIRECTOR LINDEMANN ADJOURNED THE MEETING AT 4:44 P.M.

Downtown Economic Growth Authority
12/31/2023 Trial Balance

Assets:	
Cash	$ 156,685
Receivables	3,235
Due From Primary Government	4,169
Due from Grants Fund	-
Taxes Receivable	-
Total Assets	**$ 164,089**
Liabilities:	
Accounts Payable	$ 29,771
Event Deposits	$ -
Accrued Interest Payable	$ 40,000
Total Liabilities	69,771
Fund Balance:	
Fund Balance	94,318
Total Liabilities & Fund Balance	**$ 164,089**

	2023 Adopted Budget	**December Totals**	**2023 YTD Actuals**
Revenues:			
Contributions and Sponsorships	$ 424,500	-	170,000
Taxes	292,702	-	280,776
Event Fees	-	2,800	8,240
Transfers In	80,000	-	345
Interest And Rentals	-	-	103
Total Revenues	**797,202**	**$ 2,800**	**$ 459,464**
Expenses:			
Professional And Contractual Services	568,700	27,471	372,363
Legal Services And Fees	7,500		30,687
Insurance Services	8,500	-	-
Operating Supplies	10,500	-	832
Garbage Disposal	49,100	5,209	48,053
Repairs	-	-	3,575
Community Promotion	10,000	-	31,000
Audit Fees	12,900		12,900
Tax Appeal Refunds	5,000		-
Administrative Fees	125,000		125,000
Debt Service	-		20,000
Total Expenses	**$ 797,200**	**$ 32,680**	**$ 644,410**
Revenues Less Expenses	**$ 2**	**$ (29,880)**	**$ (184,946)**

Informational:

Transfers In

Holiday Events Grant Given To The City, Utilized By DEGA

Professional And Contractual Services

Block by Clock

Garbage Disposal

Big Belly Contract

Waste Disposal

Long Term Debt

City Of Kalamazoo 2019 Loan	300,000
City Of Kalamazoo 2020 Loan	700,000

DOWNTOWN DEVELOPMENT AUTHORITY &
DOWNTOWN ECONOMIC GROWTH AUTHORITY

SERVICE AGREEMENT

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

Recitals

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

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

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

Agreement

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

2. Specific Services. 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 pursuantto agreements with others, the annual depreciated amount of such assets, until fully depreciated, shall be allocated based on usage for the purpose of crediting and assigning costs of such assets. **The City agrees to keep a current inventory of such assets and any additions including the annual depreciated amount, which it shall provide to the DDA/DEGA from time to time upon request. The City shall not dispose of any such assets without the approval of the DDA/DEGA.**

8. Accounting Records. The City shall keep or cause to be kept full and accurate accounting records related to its activities in providing the Services in accordance with generally accepted accounting principles (GAAP). The City shall maintain or caused to be maintained a system of bookkeeping to track and apportion its expenses related to providing the Services so that they are separate from the other activities of the City that are not Services provided pursuant to this Agreement. The City shall, upon request, give an authorized representative(s) of the DDA/DEGA, designated by the DDA/DEGA's governing board, or an authorized representative(s), designated by the Chief Financial Officer of the City, access to inspect and audit such books and records as is deemed necessary and desirable by the DDA/DEGA or the City. The City shall keep and safely store or caused to be kept and stored such books and records for a minimum of three (3) years or longer if required by the City's record and retention schedule 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 uponwritten request. The ownership of all consumable assets, such as office supplies and cleaning materials, purchased with funds received from the DDA/DEGA, shall remain with the DDA/DEGA, but such assets may be utilized and consumed by the City in the provision of the Services pursuant to this Agreement. The assets described in this Agreement shall not be pledged, 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 theAgreement is to be construed more strictly against either Party is not applicable.

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

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

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

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

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

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

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

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 ECONOMIC GROWTH AUTHORITY
KALAMAZOO COUNTY, MICHIGAN

RESOLUTION TO APPROVE AND AUTHORIZE EXECUTION OF A SERVICE AGREEMENT

WHEREAS, the City of Kalamazoo Downtown Economic Growth Authority (the "DEGA") was created in 2018 by the Kalamazoo City Commission and operates pursuant to the authority of the Corridor Improvement Authority Act, Act 280 of the Public Acts of Michigan of 2005, as amended, MCL 125.2871 et seq., and now recodified within Public Act 57 of 2018 (the "Act"); and

WHEREAS, the City of Kalamazoo and the DEGA desire to enter into an agreement in which the City shall provide certain services to the DEGA as described in the attached service agreement.

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 DEGA 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 DEGA.

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 Directors of the Downtown Economic Growth Authority of the City of Kalamazoo 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: ____________________ ____________________________________

________________, Secretary

CITY OF KALAMAZOO
DOWNTOWN ECONOMIC GROWTH AUTHORITY
KALAMAZOO COUNTY, MICHIGAN

RESOLUTION TO APPROVE AND AUTHORIZE STAFF TO CREATE AND DISTRIBUTE REQUESTS FOR PROPOSALS RELATED TO SUMMER AND HOLIDAY EVENTS

WHEREAS, the City of Kalamazoo Downtown Economic Growth Authority (the "DEGA") was created in 2018 by the Kalamazoo City Commission and operates pursuant to the authority of the Corridor Improvement Authority Act, Act 280 of the Public Acts of Michigan of 2005, as amended, MCL 125.2871 et seq., and now recodified within Public Act 57 of 2018 (the "Act");

WHEREAS, the DEGA plans, coordinates, and sponsors certain events in the City in order to stimulate the downtown economy, promote local businesses, and incentivize development; and

WHEREAS, the DEGA desires to authorize its staff to plan, coordinate, and solicit proposals for DEGA affiliated summer and holiday events.

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

1. That the DEGA staff is hereby authorized to create, solicit, and distribute requests for proposals for summer and holiday events and related marketing, subject to approval in substance by the Board Chairperson and in form by legal counsel.

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 Directors of the Downtown Economic Growth Authority of the City of Kalamazoo 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: ______________________ ____________________________________

___________________, Secretary