

Agenda

Downtown Economic Growth Authority

Board of Directors



City of Kalamazoo

Monday, April 15, 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 March 18, 2024. (**Action: Motion to approve**)

D. REPORTS AND PRESENTATIONS

1. Financial Report (**Action: Motion to Accept the Financial Report as Presented**)
2. Committee Reports

E. DISCUSSION/ACTION ITEMS

1. Recommendation of DEGA Board Member Reappointment to Mayor/City Commission of Matt Hollander (**Action: Motion to Recommend the DEGA Board Reappointment of Matt Hollander to the Mayor/City Commission**)
2. Authorize the Finance Committee and DEGA Staff to expend funds up to \$5,000 for contractual services and goods that have been anticipated and included in the DEGA's approved budget (**Action: Authorize the Finance Committee and DEGA Staff to expend funds up to \$5,000 for contractual services and goods that have been anticipated and included in the DEGA's approved budget**).
3. Extension of the Ambassador Contract (**Action: Assignment and approval of amended agreement, and extension of one-year contract with MyDatt Services Inc DBA Block by Block**)
4. 2024 Beats on Bates (**Action: Ratify and Approve execution of service agreement for Beats on Bates**)
5. City Holiday Events (**Approve and authorize the City to carry out DEGA-related holiday events for the next three years, ending April 1, 2027.**)

F. PUBLIC COMMENTS**G. DIRECTOR COMMENTS****H. ADJOURNMENT**

Board of Directors Regular Meeting Minutes

March 18, 2024, 3:00 p.m. | Community Planning & Economic Development, 245 N Rose Street

PRESENT: Mayor David Anderson, Curt Aardema, Jeff Breneman, Kwame Gyimah, Stephanie Hinman, Matt Hollander, Susan Lindemann, Clarence Lloyd

ABSENT: Grant Fletcher

STAFF: Paul Thuringer, Jaime Marsman, Chelsie Downs-Hubbarth, Steve Vicenzi

OTHER: Attorney Jessica Wood

A. CALL TO ORDER

DIRECTOR LINDEMANN CALLED THE MEETING TO ORDER AT 3:26 P.M

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

ABSENT: Grant Fletcher

EXCUSED: Grant Fletcher

THE MARCH 18, 2024, ATTENDANCE INCLUDING EXCUSED AND UNEXCUSED ABSENCES ARE RECORDED.

B. ADOPTION OF FORMAL AGENDA

Mr. Thuringer noted that the previously unaccepted December financial reports were added to the packet.

**DIRECTOR HOLLANDER MOVED TO ADOPT THE MARCH 18, 2024 AGENDA AS PRESENTED.
DIRECTOR BRENEMAN SECONDED. NO OBJECTIONS. MOTION CARRIED.**

Board of Directors Regular Meeting Minutes

March 18, 2024, 3:00 p.m. | Community Planning & Economic Development, 245 N Rose Street

C. APPROVAL OF MINUTES

DIRECTOR BRENEMAN MOVED TO APPROVE THE FEBRUARY 19, 2024 MINUTES. DIRECTOR AARDEMA SECONDED. NO OBJECTIONS. MOTION CARRIED.

D. REPORTS AND PRESENTATIONS

1. Financial Report

Mr. Vicenzi walked the Board through the year-end report, noting that there was not a lot of activity in December. He noted that this is an interim report and there may be some adjustments to the numbers after the audit. Details of expenditures were shared, and the year ended with less revenue and less expenses than expected. He noted that there are funds from solid waste of \$32,000 that will be transferred for the Big Belly and Ambassador.

Sponsorships for the Ambassador program were discussed. Mr. Vicenzi stated that several sponsors of the Ambassador program dropped their sponsorship in 2023. These were not formal agreements. Director Lindemann stated that there was an initial three-year agreement with Block by Block to run the Ambassador program and there were two years that had grants to assist with covering the costs. The necessity of finding other funding supports for this program was discussed. The Board will consider this contract at next month's meeting.

There was discussion regarding the need for more clarity going forward regarding deficits and what is being approved through the budget. Director Breneman noted that there is a gap between what is presented and what needs to be approved for contracts and stated that this issue needs to be resolved. Director Lindemann noted that part of the service agreement with the city is to assist with grants. This will assist with the gap.

Mr. Vicenzi noted that there is the ability to cover the contract costs through the increased tax revenue in 2024 without additional grant funding. Mr. Vicenzi stated that the Finance Committee went through the budget in detail for 2024. It was agreed that 2023 was a transition year. Mr. Vicenzi stated that these items (such as when a funder does not come through) can be added as a note on the financial reports.

Director Aardema noted that there was a big jump in increased tax revenue in 2024 from 2022. Mr. Vicenzi stated that there was a one-time bump in 2024 and provided details regarding this. Director Lloyd noted that the Board should develop a plan for when these events occur.

Director Aardema questioned what the fund balance should be. Mr. Vicenzi stated that it should be between three to five or four to six months of normal budget. He stated that the fund balance typically decreases from January – May until the tax increment funding is received. Director Hollander noted that this would be approximately \$300,000. Director Breneman stated that contracts such as Big Belly or Block by Block should come with a recommendation from the Finance Committee.

Board of Directors Regular Meeting Minutes

March 18, 2024, 3:00 p.m. | Community Planning & Economic Development, 245 N Rose Street

Director Lindemann stated that the City is in the process of hiring a Downtown Coordinator. She asked for Mr. Vicenzi's continued help with the Finance Committee to assist with these issues, especially in the absence of a Coordinator. Mr. Vicenzi affirmed that he is willing to assist with this and will assist in getting the Coordinator up to speed as well. She noted that the Finance Committee also needs to balance priorities between finance and policy so that the budget can be fully understood.

It was discussed that the intention for the Coordinator will be to act as the link to all City departments including Management Services. Director Aardema asked for clarification regarding city roles. Mr. Thuringer stated that the position has been posted and that he was assisting in the interim.

DIRECTOR LLOYD MOVED TO ACCEPT THE FINANCIAL REPORTS FOR DECEMBER, 2023 AND JANUARY, 2024 AS PRESENTED. MAYOR ANDERSON SECONDED. NO OBJECTIONS. MOTION CARRIED.

2. Committee Reports

Events and Marketing Committee

The Committee met today and is moving forward with the RFP for Beats on Bates. There is some urgency with this as bands need to be booked. It is currently in the hands of City Purchasing.

Director Lloyd stated that there are 7 primary events that are in the planning with Beats on Bates and Holidays as the largest ones which will be handled through RFP. The other five will be assigned through an application process. The web form for this application process is being finalized. Marketing dollars for Beats on Bates is also desired and will not need to go through the RFP process. It is hoped that everything will be ready for Board approval next month.

Smaller events can be taken care of at the Committee level.

Director Aardema questioned if other events could be sponsored in a similar way that the Holiday parade is. Director Breneman stated that the Skeletour received sponsorships last year.

Recruitment and Retention Committee

Director Aardema shared that they met last week. Work on the marketing packet continues. They hope to have a draft document within the next 30 days. This will assist with both recruiting and retention.

3. Kalamazoo Downtown Ambassador 2023 Reports

Reports were provided in the packet.

Board of Directors Regular Meeting Minutes

March 18, 2024, 3:00 p.m. | Community Planning & Economic Development, 245 N Rose Street

E. DISCUSSION/ACTION ITEMS

1. Motion to Appoint 2023-2024 Slate of Officers

Proposed Slate is as follows:

- Chair: Susan Lindemann
- Vice-Chair: Jeff Breneman
- Treasurer: Stephanie Hinman
- Secretary: Matt Hollander

MAYOR ANDERSON MOTIONED TO APPROVE THE 2023-2024 SLATE OF OFFICERS. DIRECTOR AARDEMA SECONDED. NO OBJECTIONS. MOTION CARRIED.

2. BRA TIF Step-Aside Policy

Director Lindemann noted that the Board has recognized the need for a step-aside policy. Attorney Wood shared that the goal was to create procedures for the Board to follow when approached with a step-aside request. She stated that the process has been approved by the Executive Committee. When a developer requests a Brownfield reimbursement, the Brownfield staff approach the DEGA Staff and the developer shares a presentation with the DEGA Board. It was noted that the Board prefers to see the presentation at the first meeting and then vote on the matter at the next meeting. Attorney Wood affirmed that this does spread the decision out fairly far, and the Board does have the option to vote on the step-aside immediately.

It was discussed that developers can be reimbursed for more activities under a Brownfield Plan. Attorney Wood stated that it is routine for developers to go after Brownfield first as it is a state program. Attorney Wood stated that the plans can be split in a gainsharing agreement, however, this becomes more complicated. Project completion and calendar year implications were discussed.

Attorney Wood clarified that the goal of this policy is to standardize the procedure and presentation process that allows the DEGA to negotiate an agreement.

MAYOR ANDERSON MOTIONED TO APPROVE THE BRA TIF STEP-ASIDE POLICY. DIRECTOR HOLLANDER SECONDED. NO OBJECTIONS. MOTION CARRIED.

3. Recommendation of DDA Board Member Nomination to Mayor/City Commission of Jessica Thompson

DIRECTOR AARDEMA MOTIONED TO RECOMMEND THE DDA BOARD APPOINTMENT OF JESSICA THOMPSON TO THE MAYOR/CITY COMMISSION. DIRECTOR HOLLANDER SECONDED. ROLL CALL VOTE.

F. PUBLIC COMMENTS

1. None.

Board of Directors Regular Meeting Minutes

March 18, 2024, 3:00 p.m. | Community Planning & Economic Development, 245 N Rose Street

G. STAFF COMMENTS

1. None.

H. CLOSED SESSION

MAYOR ANDERSON MOTIONED TO GO INTO 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). DIRECTOR LLOYD SECONDED. NO OBJECTIONS. ROLL CALL VOTE.

The Board returned from Closed Session at 4:52 p.m.

DIRECTOR HINMAN MOTIONED TO AMEND THE AGENDA TO INCLUDE AN ACTION ITEM AUTHORIZING THE BOARD CHAIR TO SIGN FINAL DEBT SETTLEMENT AGREEMENT ON BEHALF OF THE DDA/DEGA. DIRECTOR AARDEMA SECONDED. NO OBJECTIONS. MOTION CARRIED.

I. ACTION ITEM

DIRECTOR HINMAN MOTIONED TO AUTHORIZE THE BOARD CHAIR TO APPROVE AND EXECUTE THE DEBT SETTLEMENT AGREEMENT ON BEHALF OF THE DDA/DEGA. DIRECTOR HOLLANDER SECONDED. NO OBJECTIONS. MOTION CARRIED.

J. DIRECTOR'S COMMENTS

1. Director Lloyd stated that we should develop a Special Projects List and make decisions regarding sponsorships and fundraising to bring in additional funding.
 - i. It was affirmed that grant applications are included in the service agreement with the City.
 - ii. A consistent format for financial reports was discussed.
 - iii. Director Hinman spoke about the need for a realistic budget. The implications of this were discussed as well as the focus on the first 16 feet. Attorney Wood stated that a BID can also be discussed.
 - iv. Director Hollander stated that other sources of revenue besides TIF need to be found. Other sources of possible revenue were discussed.

K. ADJOURNMENT

DIRECTOR LINDEMANN ADJOURNED THE MEETING AT 5:03 P.M.

Downtown Economic Growth Authority

2/29/2024 Trial Balance

Assets		2/29/2024
Cash	\$	95,488
Receivables		2,835
Due From Primary Government		34,050
Due from DDA		3,619
Taxes Receivable		
Total Assets	\$	135,992
Liabilities*		
Accounts Payable	\$	24,971
Deferred Taxes Receivable		-
Deferred Revenue - Accounts Receivable		2,835
Short Term Due to Primary Government		60,000
Due to DDA		1,660
Due to State		700
Total Liabilities		90,166
Fund Balance		
Operational Fund Balance		45,825
Total Liabilities & Fund Balance	\$	135,992

	2024 Adopted Budget	February	2024 YTD Actuals
Revenues			
Taxes	\$ 615,000		-
Other Revenue	-		-
Event Sponsorships	102,000		-
Transfers In	40,000		-
Charges For Services	5,000	(75)	1,500
Interest And Rentals	-		-
Total Revenues	762,000	(75)	1,500
Expenses			
Professional And Contractual Services	353,600	57,093	57,093
Legal Services And Fees	30,000		-
Insurance Services			-
Operating Supplies			1,660
Garbage Disposal		405	405
Repairs			-
Utilities			-
Community Promotion	103,000		-
Audit Fees	13,400		-
Tax Appeal Refunds	5,000		-
Administrative Fees	125,000		-
Restricted For Debt Service	-		-
Total Expenses	\$ 630,000	\$ 57,498	\$ 59,158
Revenues Less Expenses	\$ 132,000	\$ (57,573)	\$ (57,658)

*Does not include long term debts payable

Notes:

Long Term Debt:

2019 Operations Loan from City	300,000
2020 Operations Loan from City	700,000



Advisory Boards and Commissions Appointee Nomination Report

City of Kalamazoo

RECOMMENDATION

It is recommended that the City Commission approve the following appointments (and/or reappointments) to the Downtown Development Authority (DDA) and Downtown Economic Growth Authority (DEGA) Boards:

- The Reappointment of Matt Hollander for his first full-term as DDA/DEGA Board member.

SPECIAL REQUIREMENTS FOR THIS POSITION

At least 5 members of the 9 person board must have an interest in property located in the downtown district. At least one of the members shall be a resident of the downtown district.

SELECTION PROCESS

The DDA & DEGA Board approved the recommendation for the reappointment of Matt Hollander at the April 15, 2024, DDA & DEGA Board meetings.

NOMINEE QUALIFICATIONS

Dual Board Memberships

Matt Hollander is a member of the Natural Features Protection Review Board.

Residency

Matt Hollander is a 20+ year resident of Kalamazoo and lives with his wife and two children in the Winchell Neighborhood.

Term Limits

Mr. Hollander has served a partial term to fulfill the remainder of Director Patti Owens' term. This would be his first full term.

Training, Experience, Education And Skills

Mr. Hollander's private real estate development company, Hollander Development Corporation, focuses on affordable housing, environmental sustainability, and equitable community development. Hollander Development completed The Creamery, a 60,000 square foot mixed use project in the Edison Neighborhood which includes affordable housing, a 24-hour early childhood learning center, a small business incubator, and the future home office of Hollander Development. Mr. Hollander and his company are committed to addressing, head on, issues of affordability, climate adaptation, and racial equity in the housing market.

NOMINATION RATIONALE

Historically, the DEGA seat that Mr. Hollander has been nominated to fill has been occupied by a Developer or representative from a Development company. This professional experience is critical to the DDA & DEGA decision making process.

CITY CLERK'S CERTIFICATION

The nominee's qualifications regarding dual board memberships, residency, and term limits have been reviewed and verified by the City Clerk's Office.

Scott A. Borling, City Clerk

DDA/DEGA Appointment Report

As of April, 2024

Member	Board	Start Date	End Date
Matt Hollander	Downtown Economic Growth Authority	6/6/2022	03/31/2028
David Anderson	Downtown Economic Growth Authority	11/20/2023	11/13/2023
Jessica Thompson	Downtown Economic Growth Authority	4/1/2024	03/31/2028
Jeff Breneman	Downtown Economic Growth Authority	4/17/2023	03/31/2026
Curt Aardema	Downtown Economic Growth Authority	4/17/2023	03/31/2027
Kwame Gyimah	Downtown Economic Growth Authority	10/16/2023	03/31/2025
Stephanie Hinman	Downtown Economic Growth Authority	4/1/2021	03/31/2025
Susan Lindemann	Downtown Economic Growth Authority	4/1/2021	03/31/2025
Clarence Lloyd	Downtown Economic Growth Authority	4/17/2023	03/31/2027

Member	Board	Start Date	End Date
Matt Hollander	Downtown Development Authority	6/6/2022	03/31/2028
David Anderson	Downtown Development Authority	11/20/2023	11/13/2023
Jessica Thompson	Downtown Development Authority	4/1/2024	03/31/2028
Jeff Breneman	Downtown Development Authority	4/17/2023	03/31/2026
Curt Aardema	Downtown Development Authority	4/17/2023	03/31/2027
Kwame Gyimah	Downtown Development Authority	10/16/2023	03/31/2025
Stephanie Hinman	Downtown Development Authority	4/1/2021	03/31/2025
Susan Lindemann	Downtown Development Authority	4/1/2021	03/31/2025
Clarence Lloyd	Downtown Development Authority	4/17/2023	03/31/2027

**CITY OF KALAMAZOO
DOWNTOWN ECONOMIC GROWTH AUTHORITY
KALAMAZOO COUNTY, MICHIGAN**

**RESOLUTION TO AUTHORIZE THE FINANCE COMMITTEE AND
DEGA STAFF TO EXPEND BUDGETED FUNDS UP TO \$5,000**

WHEREAS, the City of Kalamazoo Downtown Economic Growth Authority (the “DEGA”) 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 Part 6 of Public Act 57 of 2018 (the “Act”); and

WHEREAS, the DEGA desires to authorize its Finance Committee and DEGA staff to expend funds up to \$5,000 for contractual services and goods that have been anticipated and included in DEGA’s approved budget.

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

1. That the Finance Committee and DEGA staff are hereby authorized to expend funds up to \$5,000 for contractual services and goods that have been anticipated and included in DEGA’s approved budget.

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: April 15, 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 April 15, 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 EXECUTION OF AN AMENDMENT TO
THE 2021 AGREEMENT WITH BLOCK BY BLOCK**

WHEREAS, the City of Kalamazoo Downtown Economic Growth Authority (the “DEGA”) 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 Part 6 of Public Act 57 of 2018 (the “Act”); and

WHEREAS, the DEGA Board of Directors has the power to contract and purchase goods and services necessary and incidental to exercise its powers and duties pursuant to Part 6 of the Act; and

WHEREAS, on _____, 2021, the Kalamazoo Downtown Partnership (“KDP”) entered into an Agreement for Environmental Maintenance and Supplemental Safety Services (the “Agreement”) with Mydatt Services Inc, d/b/a Block by Block (“Block by Block”);

WHEREAS, subsequently, the KDP was dissolved;

WHEREAS, the DEGA and Block by Block have mutually agreed to amend the Agreement in order to assign KDP’s interests and obligations under the Agreement to DEGA, extend the term of the Agreement by one (1) year, and provide for reporting obligations.

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

1. That the First Amendment to the Agreement for Environmental Maintenance and Supplemental Safety Services (the “Amendment”) 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 Amendment 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: April 15, 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 April 15, 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

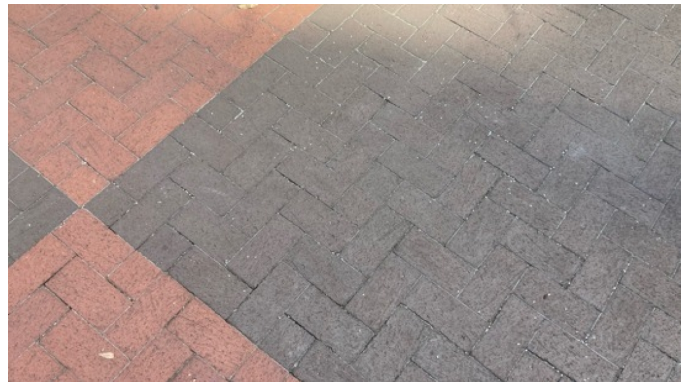


AMBASSADOR PROGRAM

March 2024



Highlights



MARCH 2024 STATISTICS

CLEANING

Abandoned Property	64
Biohazardous Material	42
Graffiti - Removed	64
Trash (lbs)	8975

HOSPITALITY

Hospitality Assistance	33
Business Contact	8

SAFETY

Drinking in Public	8
Needles Found	3
Panhandling - Aggressive	3
Panhandling - Passive	21
Public Defecation/Urination	2
Safety Escorts	3
Visible Drug Use	37

OUTREACH

Transient	25
Unhoused/Sleeping	195

**FIRST AMENDMENT TO AGREEMENT FOR ENVIRONMENTAL
MAINTENANCE AND SUPPLEMENTAL SAFETY SERVICES**

THIS FIRST AMENDMENT TO AGREEMENT FOR ENVIRONMENTAL MAINTENANCE AND SUPPLEMENTAL SAFETY SERVICES (the “First Amendment”) is entered into as of _____, 2024, by and between the **DOWNTOWN ECONOMIC GROWTH AUTHORITY**, a corridor improvement authority formed pursuant to Part 6 of Act 57 of 2018, as amended, (the “DEGA”) and MYDATT SERVICES, INC., an Ohio Corporation, d.b.a. Block by Block, 7135 Charlotte Pike, Nashville, TN 37209 (“Block by Block”).

RECITALS

A. On _____, 2021, the Kalamazoo Downtown Partnership entered into an Agreement for Environmental Maintenance and Supplemental Safety Services (the “Agreement”) Agreement with Block by Block.

B. Subsequently, the Kalamazoo Downtown Partnership was dissolved.

C. The DEGA now wishes to assume the contractual rights and responsibilities previously held by the Kalamazoo Downtown Partnership under the Agreement for one year, and Block by Block now desire to clarify and confirm certain terms of the Agreement relating to the relationship between the DEGA and Block by Block.

NOW, THEREFORE, in consideration of the terms and conditions contained in the Agreement and this First Amendment and the benefits to be derived therefrom, receipt of which is severally acknowledged, the DEGA and Block by Block hereby agree as follows:

Section 1. Amendment to Section 13 (“ASSIGNMENT”) of Agreement. Section 13 of the Agreement is amended in its entirety to read as follows:

Block by Block may not assign its interest in this agreement or subcontract any portion of the work to be performed hereunder without the written consent of the CUSTOMER.

Block by Block and the DEGA both consent to the assignment of CUSTOMER’S interests and obligations herein to the City of Kalamazoo Downtown Economic Growth Authority (the “DEGA”).

Section 2. Amendment to Section 1 (“TERM”) of the Agreement. Section 1 of the Agreement is amended in its entirety to read as follows:

This Agreement will begin on the Effective Date and shall continue for a period of one (1) year (“Term”), expiring April 30, 2025, unless sooner terminated as provided in Section 10.

Section 3. Addition of subsection (h) to Section 4 (“DUTIES OF BLOCK BY BLOCK”) of the Agreement. Subsection (h) to Section 4 of the Agreement is hereby added to the Agreement to read as follows:

- h) Block by Block shall regularly provide the CUSTOMER a detailed report of its services provided hereunder and, upon CUSTOMER’s request, attend CUSTOMER’s regularly scheduled meetings to discuss and present such report.

Section 4. Ratification. The Agreement is in all other respects hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the day and year first written above.

**CITY OF KALAMAZOO DOWNTOWN
ECONOMIC GROWTH AUTHORITY**

By: _____
Its: Board Chairperson

**MYDATT SERVICES INC.,
d/b/a BLOCK BY BLOCK**

By: _____
Name: _____
Its: _____

BEATS ON BATES AGREEMENT

THIS BEATS ON BATES AGREEMENT (the “Agreement”) is made and entered into as of [REDACTED], 2024 (“Effective Date”), by and between the **DOWNTOWN ECONOMIC GROWTH AUTHORITY**, a corridor improvement authority formed pursuant to Part 6 of Act 57 of 2018, as amended, (the “DEGA”) and **GUESS WHO’S DANCING FITNESS LLC.**, a Michigan limited liability company located at 125 S. Kalamazoo Mall, STE 106, Kalamazoo, MI 49007 (the “Event Manager”).

RECITALS

A. The DEGA is focused on promoting Beats on Bates, a key event aiming to enrich Downtown Kalamazoo by providing a series of outdoor music performances.

B. On or about March 21, 2024, the DEGA issued a request for proposals (RFP) for qualified and dedicated organization responsible for the Event’s comprehensive administration, including booking of bands, to ensure a seamless and engaging experience for both residents and visitors alike.

C. On or about April 3, 2024, the Event Manager submitted a proposal for event management services in response to the RFP setting forth its approach to event management and a budget.

D. The DEGA desires to have the Event Manager undertake to furnish certain services consistent with the RFP and the Event Manager Proposal, including the budget and timeline, also in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions contained in this Agreement and the benefits to be derived therefrom, receipt of which is severally acknowledged, the parties hereto agree as follows:

Section 1. Services to be Performed by the Event Manager. The Event Manager shall perform the event management services necessary for the implementation and execution of the Beats on Bates Event, which is anticipated to take place on Wednesdays from June to September, consisting of 17 total events (collectively, the “Events”). This includes, but is not limited to, management of set-up, take down, logistics, coordinating with City of Kalamazoo staff, contracting, design, marketing, social media awareness campaigns, hiring and oversight of performers, recruitment of participants and volunteers, attendance at, and solicitation of additional sponsorships for Events. Further, the Event Manager hereby agrees to perform all duties, responsibilities, and tasks as set forth in Exhibit A, “Scope of Services,” which is hereby incorporated herein by reference (all of the forgoing, collectively, the “Event Services”).

Upon commencement of the term of this Agreement, the Event Manager shall propose a comprehensive plan of Event Services in substantial accordance with Exhibit A and Exhibit B (“Plan”) and may, from time to time, propose modifications to such Plan. The Plan and any modifications thereof are subject to the prior written approval of DEGA or its designee and shall substantially conform to the Event Manager Proposal. DEGA shall have the right to request or initiate modifications to the Plan at any time which shall be effective upon written mutual

agreement of DEGA and the Event Manager. Representatives of DEGA and the Event Manager will meet at least monthly and at such other times as DEGA or the Event Manager may reasonably request to review the Plan and make necessary modifications and adjustments.

Section 2. Term of Agreement. This Agreement shall commence upon the Effective Date and continue for a one (1) year period (the “Initial Term”), unless sooner terminated as provided in Section 11 hereof. At the end of the Initial Term, this Agreement may be renewed for two consecutive terms of one year, each only upon the prior written agreement of DEGA and the Event Manager (each a “Renewal Term” and together with the Initial Term collectively, the “Term”). The DEGA and the Event Manager shall meet on or about [REDACTED] of each year during the Term to discuss extending the term of this Agreement for a Renewal Term and any required modifications and revisions to this Agreement, which shall be mutually agreed to in writing by an authorized representative of each of the parties.

Section 3. Standards of Performance. The Event Manager shall perform the Event Services in accordance with the highest industry standards. The Event Manager will maintain close supervision and oversight of the Events to insure a high quality of the Event Services is delivered. The Event Manager will perform the Event Services using the best practices for performance of similar services nationally.

Section 4. Duties and Responsibilities of Event Manager. The Event Manager shall, when performing the Event Services, have the following duties and responsibilities:

- A. The Event Manager shall at all times provide adequate personnel and other resources required to timely and safely perform the Event Services as may be modified in accordance with the provisions of this Agreement.
- B. The Event Manager shall make available a designated representative at all reasonable times to report to, and confer with, representatives of DEGA or the City of Kalamazoo regarding the Events and Event Services provided or to be provided.
- C. The Event Manager shall be responsible for quantifying and retaining a record of its work under this Agreement in writing in a format acceptable to DEGA. Such records shall be provided to DEGA upon request. The Event Manager shall make oral presentations of such reports or otherwise address the Events and Event Services provided or to be provided to the DEGA Board of Directors or a committee thereof at least monthly.

Section 5. 2024 Budget and Payment for Services. Attached as Exhibit B is the 2024 Budget for the Event Services. The DEGA agrees to provide payment to the Event Manager for the Event Services during the Initial Term in an amount not to exceed \$34,000 (the “2024 Annual Amount”). Payment of all such costs shall be based on invoices reasonably acceptable to DEGA, shall be for Event Services substantially consistent with the 2024 Budget (and in no case in excess thereof without prior written approval of DEGA), and will be made after receiving an acceptable invoice from Event Manager including supporting documentation as reasonably satisfactory to the DEGA or its designee demonstrating that such costs are related to the Event Services under this

Agreement. At the time the parties may agree to a Renewal Term they shall agree in writing to the maximum annual amount to be paid, and any applicable budget, during such Renewal Term.

Section 6. Indemnification. The Event Manager shall defend, indemnify and hold DEGA and its respective officers, board members, agents, and employees harmless from and against any and all claims, demands, losses, damages, injury, liabilities, expenses (including reasonable attorney's' fees and costs and expenses), judgments, liens, encumbrances, orders and awards arising directly or indirectly from the negligent performance or willful misconduct by the Event Manager and/or its respective officers, board members, agents, and employees under this Agreement by any person on account of, or arising out of, (a) injury to or death of any person, (b) loss or damage to any property, (c) the employment of or performance by its personnel and the termination, constructive or otherwise, of such employment or performance, or (d) any breach of any federal, State or local laws, *provided, however*, that the Event Manager shall not be obligated to indemnify DEGA for DEGA's own gross negligence or willful misconduct.

In the event the DEGA and the Event Manager are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of the State of Michigan (the "State") without, however, waiving any defenses of such party.

Section 7. Insurance. During the Term of this Agreement, the Event Manager shall at its sole cost and expense, procure and maintain in full force and effect the below listed types of insurance through insurance companies licensed to do and doing business in the State. Such insurance shall name the DEGA, including all of its Board Members, staff, and representatives, and the City of Kalamazoo, as additional insureds with respect to Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance. Any insurance maintained by the DEGA or the City of Kalamazoo shall be in excess of, and not contribute to, the insurance required to be provided by this Agreement.

The following insurance coverage shall be provided by the Event Manager:

- A. comprehensive general liability insurance with a combined single limit for bodily injury, personal injury and property damage of not less than \$ [REDACTED] per occurrence and \$ [REDACTED] in the annual aggregate;
- B. if any of the Event Services involve the use of an automobile, comprehensive automobile liability insurance insuring all owned, non-owned and hired motor vehicles with a combined single limit of \$ [REDACTED];
- C. employer liability insurance with a minimum coverage of \$ [REDACTED] per occurrence;
- D. workers' compensation insurance sufficient to satisfy State law requirements; and

The Event Manager shall provide the DEGA with a copy of the forgoing insurance policies or certificates evidencing the required coverage prior to any Events.

Section 8. Event Manager Representations and Warranties. The Event Manager represents and warrants that (i) it will perform all Event Services in a good and workmanlike manner and with reasonable skill, (ii) it will pay all costs and expenses required for the

performance of the Event Services, except as otherwise provided in this Agreement, and (iii) it has the requisite permits from all appropriate authorities to provide the Event Services. Event Manager further warrants that all Event Services will be performed in accordance with applicable laws.

Section 9. Relationship of the Parties. The DEGA and Event Manager are not partners, fiduciaries, or joint venturers and nothing in this Agreement creates or will create the relation of partner, fiduciary, or joint venturers between them. Without limiting the generality of the foregoing, each is acting independently, is obligated to separately account for its respective activities and expressly disclaims any fiduciary duty to the other. The Event Manager shall be an independent contractor and shall not be an agent or employee of the DEGA or the City to any extent or for any purpose and nothing in this Agreement shall be construed to cause or create such relationship. The Event Manager shall have no authority to and shall not act for the DEGA or the City or bind or attempt to bind the DEGA or the City in or under any contract or agreement or to otherwise obligate the DEGA or the City in any manner whatsoever.

Section 10. Termination. Either the DEGA or the Event Manager may terminate this Agreement if the other commits a material breach of its obligations under this Agreement and fails to correct such breach within seven (7) days after delivery of written notice of such breach *provided, however*, if such breach cannot be reasonably cured within the seven (7) day period then such party shall have a reasonable period to cure such breach. Notwithstanding the foregoing, either party may terminate this Agreement with or without cause at any time upon sixty (60) days' prior written notice to the other party.

Section 11. Force Majeure. Neither the DEGA nor the Event Manager shall be liable for damages to the other or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by reason of any circumstance beyond its reasonable control including, but not limited to, acts of God, fire, flood, earthquake, extraordinary weather conditions, pandemic, acts of war, acts of terrorism, labor disputes, riots, civil disorder, rebellions or revolutions in any country. A party shall be excused from any further performance or observance of the obligations so affected so long as such circumstances prevail and that party continues to use all commercially reasonable efforts to recommence performance whenever and to whatever extent possible.

Section 12. Notices. All notices or other communications hereunder shall be sufficiently given and shall be deemed given when in writing and dispatched by regular or certified mail, postage prepaid or hand delivered, addressed, or delivered as follows:

If to DEGA:

Downtown Economic Growth Authority
241 South St.
Kalamazoo, MI 49007
Attention: Chairperson

If to Event Manager:

Guess Who's Dancing Fitness LLC

125 S Kalamazoo Mall, STE 106
Kalamazoo, MI 49007
Attention: Kimberly Guess

The parties hereto may, by notice given hereunder, designate any further or different address to which subsequent notices or other communications may be sent.

Section 13. Amendment. Except as otherwise may be expressly permitted in this Agreement, this Agreement and any of the Exhibits attached hereto may not be amended except in writing by a document signed by both parties hereto.

Section 14. No Other Agreements. This Agreement supersedes all prior agreements, negotiations and discussion relative to the subject matter hereof and represents the full understanding of the parties with respect to said subject matter.

Section 15. Remedies Cumulative. The remedies of DEGA or Event Manager hereunder are cumulative and the exercise of any one or more of the remedies provided for shall not be construed as a waiver of any other remedies of such party.

Section 16. Governing Law. This Agreement shall be construed in accordance with the laws of the State.

Section 17. Counterparts. This Agreement may be executed by the parties hereto in counterparts, each of which shall be an original and, when taken together, shall constitute a single agreement.

Section 18. Successors and Assigns. The terms, conditions, covenants and restrictions of this Agreement shall extend and apply to and bind the successors and assigns of the DEGA and the Event Manager.

Section 19. Severability. The invalidity or enforceability of any provision or part of any provision of this Agreement shall not affect the other provisions or parts hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions or parts were omitted, provided, that removal of such provisions or parts does not materially change the terms or provisions of this Agreement or the intent of the parties hereto.

Section 20. No Third Party Beneficiary. The terms, conditions, obligations and benefits of this Agreement are intended solely for the parties hereto. No third party is an intended beneficiary in this Agreement nor is it entitled to enforce the provisions hereof.

Section 21. Attorney's Fees. In any litigation, arbitration or other proceeding by a party seeking to enforce its rights under this Agreement or seeking a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney's fees and related costs and expenses.

Section 22. Assignment. Neither party to this Agreement may assign its rights or obligations hereunder without the prior written consent of the other party.

[Signature Page Follows.]

IN WITNESS WHEREOF, the DEGA and the Event Manager have caused these presents to be signed by their respective, duly authorized officer as of the date and year first written above.

**CITY OF KALAMAZOO DOWNTOWN
ECONOMIC GROWTH AUTHORITY**

By: _____

Its: Board Chairperson

GUESS WHO'S DANCING FITNESS LLC

By: _____

Kimberly Guess

Its: Authorized Signer

EXHIBIT A

SCOPE OF SERVICES

Event Administration and Coordination:

- Oversee all administrative aspects of Beats on Bates, including but not limited to, coordination for event setup, execution, and cleanup.
- Ensure compliance with all city regulations and secure necessary permits.
- Coordinate with city services for logistical support, ensuring a smooth operation from start to finish.

Talent Booking and Management:

- Identify, negotiate with, and book bands and musical acts, allocating a budget of \$1,500 per event for talent. This \$1,500 per event for talent will come from the overall budget of \$34,000 and any amount remaining will be returned to the DEGA.
- Handle all aspects of talent management, including contracts, technical requirements, and day-of-event coordination.
- Curate a diverse lineup that appeals to a wide audience, enhancing the cultural experience of the event.

Marketing Collaboration:

- Collaborate with a separate marketing firm, which will take charge of social media, advertising, and other marketing efforts to promote the event effectively.

Financial Management:

- Adhere to a strict budget, with administration costs not to exceed \$500 per event, plus \$1,500 per event for talent. Total amount for both items is not to exceed \$34,000.
- Manage all financial transactions related to the event, ensuring cost-effectiveness and adherence to budget constraints.
- Provide monthly detailed financial reporting and budgetary oversight, showcasing transparency and fiscal responsibility to the DEGA.

Collaboration with City and Community Stakeholders:

- Maintain open lines of communication with city officials, local businesses, and community organizations to foster partnerships and community engagement.
- Collaborate with stakeholders to ensure the event complements and enhances the broader community and economic development goals.

Performance and Impact Measurement:

- Develop and implement mechanisms to measure event success, including attendee satisfaction, financial performance, and community impact.
- Use feedback and performance metrics to inform future event planning and execution.

EXHIBIT B
2024 BUDGET FOR THE EVENT SERVICES

2024 Budget for the Event Services		
Description		Cost
Band Budget for 17 weeks of programming	\$1,000/week	\$ 17,000.00
Sound and Production for 17 weeks of Programming	\$500/week	\$ 8,500.00
Marketing for Events	E-flier and paid promotional	\$ 500.00
Administrative fees		\$ 8,000.00
Total		\$ 34,000.00

**CITY OF KALAMAZOO
DOWNTOWN ECONOMIC GROWTH AUTHORITY
KALAMAZOO COUNTY, MICHIGAN**

**RESOLUTION TO RATIFY AND APPROVE EXECUTION OF A
SERVICE AGREEMENT FOR BEATS ON BATES**

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 Part 6 of Public Act 57 of 2018 (the “Act”); and

WHEREAS, the DEGA and Guess Who’s Dancing Fitness LLC desire to enter into an agreement in which Guess Who’s Dancing Fitness LLC will provide certain event management services for the DEGA related to the Beats on Bates event, which includes a series of 17 events from June to September 2024.

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

1. That the Beats on Bates 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: April 15, 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 April ___, 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 AUTHORIZE THE CITY OF KALAMAZOO TO
ORGANIZE AND HOST HOLIDAY EVENTS**

WHEREAS, the City of Kalamazoo Downtown Economic Growth Authority (the “DEGA”) 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 Part 6 of Public Act 57 of 2018 (the “Act”); and

WHEREAS, the DEGA has historically organized and hosted certain holiday events for the benefit of community residents and now desires to give such authority and responsibility to the City of Kalamazoo (the “City”), for a three (3) term, after which the DEGA shall have the option of resuming the management and hosting of those events.

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

1. That the City of Kalamazoo is hereby authorized to organize, plan, manage, host, fund and operate DEGA related holiday events for the next three (3) years, ending April 1, 2027, after which the DEGA shall have the option of resuming the management and hosting of such events, which are listed on Exhibit A to this Resolution. Any DEGA sponsorship or funding of such events shall be subject to further DEGA Board approval.

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: April 15, 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 April 15, 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

**EXHIBIT A—LIST OF HOLIDAY EVENTS TO BE TRANSFERRED FROM THE DEGA
TO THE CITY OF KALAMAZOO FOR MANAGEMENT FOR A THREE YEAR TERM**

- 1. SANTA'S WORKSHOP**
- 2. HOLLY TROLLEY**