

Agenda

Northside Cultural Business District Authority Board of Directors

City of Kalamazoo



Thursday, February 20, 2025

6:00 PM

Northside Association for Community Development, 612 N. Park Street

A. CALL TO ORDER/ROLL CALL

B. ADOPTION OF AGENDA

(Action: Motion to approve the agenda)

C. APPROVAL OF MINUTES

1. Approval of the minutes from the Northside Cultural Business District Authority Board meeting on January 16, 2025. (Action: Motion to Approve)

D. PUBLIC COMMENTS

E. DIRECTOR COMMENTS

F. NEW BUSINESS

1. City Service Agreement Discussion

G. UNFINISHED BUSINESS

1. Board Member Matthew Norman: Opportunity to Appear Before the Board
2. Step-Aside Request Discussion

H. COMMUNICATIONS AND ANNOUNCEMENTS

I. STAFF REPORTS AND UPDATES

1. Financial Report - December 2024

J. ADJOURNMENT

NORTHSIDE CULTURAL BUSINESS DISTRICT AUTHORITY BOARD

January 16, 2024

A meeting of the Northside Cultural Business District Authority (NCBDA) Board of Directors was held on Thursday, January 16th at 622 N Westnedge Ave.

DIRECTORS PRESENT: Mattie Jordan-Woods, Ricky Thrash, Damian Henderson, Kiar Gamsho, Tami Rey, Chad Dodd, Mayor Anderson

DIRECTORS ABSENT: Marilyn Pulley, Matthew Norman

Also present from the City were:

- Kevin Ford, Shared Prosperity Coordinator
- Erin Hahn, Community Investment Administrative Assistant
- Jamie McCarthy, Development Manager
- James Baker, Public Services Director

Also present from the community was:

- Gwendolyn Hooker

The meeting was called to order at 6:00 p.m.

ROLL CALL

Roll call was taken at 6:01 p.m. and it was determined that quorum did not exist.

- Tami Rey arrived at 6:07 p.m and it was determined that a quorum did exist.
- Chad Dodd arrived at 6:08 p.m.
- Mayor Anderson arrived at 6:12 p.m.

ADOPTION OF AGENDA

Director Jordan-Woods requested to add two items to the agenda. The first item she requested to add to the agenda was a letter of support to James Baker from the NCBDA. The second item she requested to add to the agenda was a climate change conference happening in April 2025.

Director Rey motioned to adopt the agenda as amended. Director Thrash seconded the motion. A voice vote was taken and there were no objections. The motion carried.

APPROVAL OF MINUTES

Director Rey motioned to approve the minutes from the Northside Cultural Business District Authority meeting on December 19, 2024. Director Henderson

seconded the motion. A voice vote was taken and there were no objections. The motion carried.

DIRECTOR COMMENTS

Director Henderson asked if anyone knew why there was a stop sign added on Rose Street. James Baker answered that the Rose and Ransom intersection has been upgraded to a 4-way stop due to the increased traffic volume on Ransom, necessitating a safer intersection, with plans to add a flasher to improve visibility.

Director Gamsho expressed concern over a sudden lane closure on Park Street, which a Park Street Market bakery employee noted lacked proper permitting. The closure was linked to the stadium project, and board members were advised to contact 311 or Jesse Oakley for future issues.

NEW BUSINESS

1. Letter of Support to James Baker from the NCBDA Board

Director Jordan-Woods stated that she is seeking board approval for her to write a letter of support to James Baker from the NCBDA for the Michigan Economic Development Corporation (MEDC) placemaking grant for infrastructure. James Baker stated that the grant will provide public placemaking amenities where infrastructure improvements are happening, such as those on Ransom Street. The funding would go to support additional improvements, such as additional lighting, native tree plantings, and the installation of cultural monuments. Director Jordan-Woods stated that the Board will also need to find two more partners in the district in order to write the letter of support to the state. She stated that she is going to be contacting the Northside Ministerial Alliance and HOPE Thru Navigation to see if they are interested in partnering with the NCBDA on this project. Director Jordan-Woods stated that the application must be submitted by January 30th. She asked for a motion to give her the authority to write and sign the letter to submit to the state.

Director Thrash motioned to authorize Board Chair Mattie Jordan-Woods to write a letter of support on behalf of the NCBDA. Director Henderson seconded the motion. A voice vote was taken and there were no objections. The motion carried.

2. Climate Change Conference

Director Jordan-Woods shared with the board an opportunity to attend a climate change conference on April 22nd and 23rd in Detroit, MI. She asked if anyone else would like to attend, and requested that the board authorize her to register for the conference and pay for lodging using funds from the Board's professional

development budget. She stated that the conference costs \$150 to attend, and lodging would be \$152 per night for two nights.

Mayor Anderson motioned to approve the expenditure of the Climate Change Conference registration and lodging for Director Jordan-Woods. Director Henderson seconded the motion. A voice vote was taken and there were no objections. The motion carried.

3. Brownfield Redevelopment Authority Step-Aside Request for Gwendolyn Hooker's Tiny Houses of Hope Project

Jamie McCarthy stated that she is here with Gwendolyn Hooker to propose a step-aside agreement between the NCBDA and the Brownfield Redevelopment Authority (BRA) for the Tiny Houses of Hope Project. Ms. McCarthy stated that this request is unique in that the funds are being requested after the project has already been completed. She stated that in the future, requests will typically come in before the project is built.

Ms. Hooker explained that during construction, contractors discovered an entire building buried beneath the ground on the property, requiring its removal and additional infill, which exceeded the original budget. She stated that the request seeks the BRA's assistance in covering these costs. Ms. McCarthy stated that a future phase of the project on an adjacent property is also being considered for Brownfield support, though it lies outside the district and would not involve captured dollars.

Ms. McCarthy stated that the proposal is a 14-year step-aside request for the BRA to capture taxes from the Tiny Houses of Hope project to cover eligible costs incurred during construction. These include environmental assessments, excavation, and backfill expenses related to the discovery of a buried building. The state of Michigan allows up to 30 years for such plans, but consultants determined that 14 years was sufficient to cover the costs. During this period, the NCBDA would forgo approximately \$38,558 in tax revenue, which has minimal immediate impact as the property previously generated little revenue. After the 14 years, the NCBDA would regain tax revenue, projected to be around \$3,274 annually. The agreement specifies the step-aside ends when either the costs are fully covered or the 14 years are up, whichever comes first.

A motion was requested to approve the request for the Tiny Houses of Hope Project. Director Jordan-Woods stated that she needed to abstain from the vote due to the fact that she is a consultant for the project.

A roll call vote was taken to approve the request for the Tiny Houses of Hope Project.

- **Director Jordan-Woods: Abstained**
- **Director Thrash: Yes**
- **Director Henderson: Yes**
- **Director Gamsho: Yes**
- **Director Rey: Yes**
- **Director Dodd: Yes**
- **Mayor Anderson: Yes**

The motion passed.

UNFINISHED BUSINESS

The board discussed the removal of member Matthew Norman due to delinquency, as outlined in the bylaws, which Kevin Ford stated require notice and an opportunity to be heard before initiating removal. The board voted to begin the process, which involves sending official communication to Mr. Norman, providing him a chance to respond, and scheduling a subsequent meeting to finalize the recommendation for removal. If Mr. Norman does not respond, the recommendation will be presented to the City Commission, potentially as early as March 17. It was noted that Mr. Norman has attended only two meetings in four years.

Director Henderson motioned to initiate the process of removing board member Matthew Norman due to delinquency. Director Gamsho seconded the motion. A voice vote was taken and there were no objections. The motion carried.

COMMUNICATIONS AND ANNOUNCEMENTS

Director Jordan-Woods stated that there are four new residential units coming to the East Side, with one unit at 60% AMI.

Director Jordan-Woods also stated that MDOT is searching for a 14,000-square-foot office space to lease. She stated that she hopes it will be located within the city to generate revenue and encourage local development. Suggestions included reaching out to property owners and exploring vacant city-owned buildings, such as the former downtown fire station or other commercial spaces. The board discussed potential sites like the Arc's Optical building and properties near Midtown Fresh, emphasizing the importance of utilizing vacant spaces to generate tax revenue and support nearby businesses. Director Jordan-Woods state that MDOT is offering a five-year lease with an option of two extensions, but the building must meet specific size and condition requirements. The conversation concluded with encouragement to identify suitable locations to benefit the city.

STAFF REPORTS AND UPDATES

There were no staff reports and updates.

ADJOURNMENT

Director Rey motioned to adjourn the meeting. Director Dodd seconded the motion. A voice vote was taken and there were no objections. The motion carried.

The meeting was adjourned at 6:43 p.m.

NORTHSIDE CULTURAL BUSINESS DISTRICT
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 **Northside Cultural Business District Authority of the City of Kalamazoo**, a Corridor Improvement Authority Michigan statutory authority formed pursuant to Section 125.4611 of Act 57 of 2018, as amended, (the “NCBDA”), mailing address at City Hall, 241 W. South Street, Kalamazoo, Michigan 49007 and the **City of Kalamazoo**, 241 South Street, Kalamazoo, Michigan 49007 (the “City”). Throughout this Agreement, the NCBDA 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 280 of the Public Acts of Michigan of 2005, and actions of the governing body of the City of Kalamazoo (the “City”), the NCBDA were created for the purpose of halting property value deterioration, increasing property tax valuation, and promoting economic growth in the City’s Northside neighborhood area and are authorized to exercise all powers granted by Act 280 or its predecessor Acts.

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

C. The NCBDA 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 NCBDA engages the City to provide the specific services set forth below in Section 2 (the “Services”) during the term set forth below in Section 3 (the “Term”), and the City accepts such engagement.

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

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

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

c. Development assistance for 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 Northside neighborhood area.

d. Conduct area studies and analyses of the impact of growth and economic changes in the City's Northside neighborhood area. To update goals, track impact, and adjust long and short-range plans if necessary.

e. Provide the above and all other services as the NCBDA 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 NCBDA Development Plan, necessary or incidental to the exercise of the NCBDA's powers, which are in fulfillment of the NCBDA's purposes and are in accordance with applicable law.

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

3. Term. Subject to the provisions of this Agreement, the term of this Agreement will commence on the Effective Date and continue for one year (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 60 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 NCBDA 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 NCBDA will pay the City the sum of five hundred dollars (\$500.00).

b. To be paid in one installment of \$500.00 in September of each year.

7. Tangible Assets Provided. If the NCBDA acquires tangible assets (the "NCBDA 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 NCBDA from time to time upon request. The City shall not dispose of any such assets without the approval of the NCBDA.

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 NCBDA, designated by the NCBDA'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 NCBDA or the City. The City shall keep and safely store or caused to be kept and stored such books and records for a minimum of three (3) years or longer if required by the City's record and retention schedule.

9. Ownership of Assets. The ownership of all equipment, furniture, displays, vehicles, and similar tangible property acquired with funds provided by the NCBDA shall immediately upon purchase or acquisition vest in the NCBDA. The City shall keep a written current inventory of such assets identifying the owner which shall be available to the NCBDA 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 NCBDA, shall remain with the NCBDA, but such assets may be utilized and consumed by the City in the provision of the Services pursuant to this Agreement. The assets described in this Agreement shall not be pledged, lien, encumbered, or otherwise alienated or assigned.

10. Insurance. The City will keep in force at all times during the Term a general commercial liability insurance policy, including public liability and property damage, subject to normal policy exclusions, covering the Services provided pursuant to this Agreement in a combined single limit of \$1,000,000.00 for each occurrence and \$3,000,000.00 in the annual aggregate. The City will also maintain, if necessary, comprehensive automotive bodily injury and property damage insurance for business use covering all vehicles owned by the NCBDA and operated by employees in connection with the Services. The policies must be written by a company licensed to do business in the State of Michigan. The coverage amounts under the foregoing policies will be re-evaluated every three years during the term of this Agreement. Both the NCBDA 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 NCBDA 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 NCBDA and the City. The terms of all insurance policies will preclude subrogation claims against the NCBDA 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 the NCBDA 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 NCBDA'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 NCBDA, 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 NCBDA: *City of Kalamazoo Northside
Cultural Business District*
Attention: Current NCBDA Chairperson
E-Mail Address: _____
c/o City Hall 241 W. South Street
Kalamazoo, Michigan 49007

- b. If to the City: Attention: _____
E-Mail Address: _____
City Hall 241 W. South Street
Kalamazoo, Michigan 49007

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

15. Miscellaneous Provisions.

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

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

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

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

- e. *Governing Law.* This Agreement will be construed in all respects in accordance

with the laws of the State of Michigan. Venue of any dispute between the Parties based upon or arising from this Agreement shall lie with a Kalamazoo County court of competent jurisdiction.

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

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

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

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

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

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

[Signatures on following page]

Signature Page

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

THE NCBDA

City of Kalamazoo Northside Cultural Business District


By: _____
Its: Chairperson

Date Signed: 1-18-2024

THE CITY

City of Kalamazoo


By: _____
Its: City Manager

Date Signed: 2/8/2024

APPROVED AS TO FORM FOR CITY OF KALAMAZOO:

Office of the City of Kalamazoo Attorney
By: Charles R. Bear Assistant City Attorney
On: 1/18/2024

**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

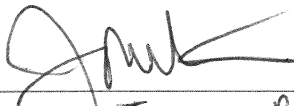
THE DEGA

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



NCBDA Board of Directors Staff Report

City of Kalamazoo

TO: The Northside Cultural Business District Authority Board of Directors

FROM: Paul Thuringer, Economic Development Supervisor
Prepared by: Jaime Marsman, Community Investment Administrative Assistant

DATE: February 20, 2025

SUBJECT: Board Member Matthew Norman: Opportunity to Appear Before the Board

SUMMARY:

BACKGROUND:

RECOMMENDATION:



NCBDA Board of Directors Staff Report

City of Kalamazoo

TO: The Northside Cultural Business District Authority Board of Directors

FROM: Paul Thuringer, Economic Development Supervisor
Prepared by: Jaime Marsman, Community Investment Administrative Assistant

DATE: February 20, 2025

SUBJECT: Step-Aside Request Discussion

SUMMARY:

BACKGROUND:

RECOMMENDATION:



NCBDA Board of Directors Staff Report

City of Kalamazoo

TO: The Northside Cultural Business District Authority Board of Directors

FROM: Paul Thuringer, Economic Development Supervisor
Prepared by: Jaime Marsman, Community Investment Administrative Assistant

DATE: February 20, 2025

SUBJECT: Financial Report - December 2024

SUMMARY:

BACKGROUND:

RECOMMENDATION:

Revenue and Expenditure by Fund
City of Kalamazoo
Fiscal Year: 2024 Through Period: 12

	Budget	Actual
FUND: 245 NORTHSIDE CULTURAL BUSINESS DIST AUTH		
REVENUES		
245-728-00.000-405.000 LOCAL TAX CAPTURE	10,858.00	11,514.58
TOTAL REVENUES	10,858.00	11,514.58
EXPENDITURES		
245-728-00.000-727.002 MEETING SUPPLIES	200.00	26.98
245-728-00.000-727.003 POSTAGE	200.00	0.00
245-728-00.000-801.000 PROFESSIONAL AND CONTRACTUAL SERVICES	5,000.00	0.00
245-728-00.000-811.000 PROFESSIONAL DEVELOPMENT	2,458.00	0.00
245-728-00.000-830.001 ADMINISTRATIVE FEES	500.00	500.00
245-728-00.000-880.000 PROMOTION AND ADVERTISING	2,500.00	0.00
TOTAL EXPENDITURES	10,858.00	526.98
EXCESS OF REVENUES OVER EXPENDITURES	0.00	10,987.60
GRAND TOTAL REVENUES	10,858.00	11,514.58
GRAND TOTAL EXPENDITURES	10,858.00	526.98
GRAND EXCESS OF REVENUES OVER EXPENDITURES	0.00	10,987.60