

Agenda

Northside Cultural Business District Authority Board of Directors

City of Kalamazoo



Thursday, March 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 February 20, 2025. (Action: Motion to approve)

D. PUBLIC COMMENTS

E. DIRECTOR COMMENTS

F. NEW BUSINESS

G. UNFINISHED BUSINESS

1. Step-Aside Agreement Discussion
2. Updated City Service Agreement

H. COMMUNICATIONS AND ANNOUNCEMENTS

I. STAFF REPORTS AND UPDATES

1. Financial Report - January 2025

J. ADJOURNMENT

NORTHSIDE CULTURAL BUSINESS DISTRICT AUTHORITY BOARD

February 20, 2025

A meeting of the Northside Cultural Business District Authority (NCBDA) Board of Directors was held on Thursday, February 20th at 612 N Park St.

DIRECTORS PRESENT: Chad Dodd, Ricky Thrash, Mattie Jordan-Woods, Mayor Anderson, Marilyn Pulley, Damian Henderson

DIRECTORS ABSENT: Tami Rey, Kiar Gamsho, Matthew Norman

Also present from the City were:

- Kevin Ford, Shared Prosperity Coordinator
- Erin Hahn, Community Investment Administrative Assistant
- Jae Slaby, Neighborhood Activator

Also present from the community was:

- Mae Skinner

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

ROLL CALL

Roll call was taken at 6:00 p.m. and it was determined that quorum did exist.

- Chad Dodd arrived at 6:08 p.m.

ADOPTION OF AGENDA

Director Jordan-Woods stated that the Board would need to amend the agenda, adding an item under the “Unfinished Business” section to finalize the Board’s recommendation for trees on Ransom Street.

Mayor Anderson motioned to accept the agenda as amended. Director Henderson seconded the motion. A voice vote was taken and there were no objections. The motion carried.

APPROVAL OF MINUTES

Mayor Anderson motioned to approve the minutes from the Northside Cultural Business District Authority meeting on January 16, 2025. Director Thrash seconded the motion. A voice vote was taken and there were no objections. The motion carried.

PUBLIC COMMENTS

There were no public comments.

DIRECTOR COMMENTS

Director Jordan-Woods stated that Marilyn Pulley will also be attending the climate change conference in April.

Director Jordan-Woods requested to add an agenda item for next month to discuss businesses contributing to a social district/ambassador program, with a focus on hiring residents, exploring seasonality, and showing support to district businesses.

NEW BUSINESS

1. City Service Agreement Discussion

Director Jordan-Woods initiated a discussion on the city service agreement, acknowledging that while they wouldn't finish the discussion, it was important to start. Kevin Ford provided an overview, noting that the agreement covered management and accounting services for \$500 annually. Director Jordan-Woods clarified that an additional service agreement would be needed for an ambassador program in the future. Mayor Anderson confirmed that the current city service agreement had been previously voted on and approved, but expressed concern about its expiration, as it was only valid for a year and did not auto-renew. Directors agreed that a new agreement for 2025 was necessary and should include an automatic renewal clause with a 60-day cancellation option.

Mayor Anderson motioned to request a new City Service Agreement with the auto-renewal provision and authorize the board chair to sign all related documents. Director Pulley seconded the motion. A voice vote was taken and there were no objections. The motion carried.

2. Removal of Board Member Matthew Norman

Directors discussed the status of board member Matthew Norman, noting that he had been contacted via email after the previous meeting but had not responded. Mr. Ford stated that per the bylaws, he was given notice and an opportunity to be heard, but no communication was received. Mayor Anderson confirmed that the City Commission, which appoints board members, would need to be informed.

Director Henderson motioned to recommend to the City Commission that Matthew Norman be removed from the board so the position could be filled by an interested

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

3. Step-Aside Request Discussion

Director Jordan-Woods initiated a discussion on establishing clearer guidelines for step-aside requests, particularly regarding financial contributions. It was noted that the board had not requested a percentage of the funds captured for the Tiny Homes project and that a formal policy was needed to allow for sharing agreements in future projects. Director Jordan-Woods proposed developing a policy to ensure that step-aside approvals include a percentage allocation to support the district's financial resources while still fostering development. It was determined that Mayor Anderson and Director Jordan-Woods would work together on this initiative, with a recommendation to be presented at the next meeting.

4. Trees for Ransom Street

Directors discussed selecting trees for the Ransom Street project, considering a mix of species to create a colorful and educational streetscape. They reviewed the options proposed by James Baker, which included the Freeman Maple, the Crimson King Maple, the Autumn Gold Ginkgo Tree, the American Linden, and the American Hornbeam. There was a consensus that a variety of trees would enhance the area and provide an opportunity for public education, possibly with labeled descriptions. A concern was raised regarding Second Baptist Church's input on tree selection, as members had been informed they had no say. Director Jordan-Woods clarified that the church could choose the trees in front of their property and encouraged them to submit their selection.

Mae Skinner of Second Baptist Church was given the opportunity to vote on tree selections and return her vote to Mattie Jordan Woods by Monday, February 24th, ensuring her choices would be included in the final recommendation to the city. The board voted to submit their selections individually using paper ballots, with collective feedback compiled into a final recommendation to the City.

The discussion also covered tree characteristics, such as growth size and seasonal appearance, with specific attention to whether the Ginkgo variety produced fruit. Additionally, the directors explored ways to involve local schools in the planting process, suggesting collaboration with contractors or nonprofit arborists to allow students to participate. The discussion concluded with an agreement to finalize selections and ensure community engagement in the process.

Director Thrash motioned to have board members and Mae Skinner of Second Baptist Church submit their individual votes on the tree selections for Ransom Street, with the votes being tallied and compiled into a final recommendation to be submitted to the City for approval. Director Pulley seconded the motion. A voice vote was taken and there were no objections. The motion carried.

STAFF REPORTS & UPDATES

Kevin Ford presented the December 2024 financial report, noting that there had been no change from the previous report, as no money has been spent.

Director Jordan-Woods requested that City staff find out what happened to the 2023 tax dollars, and when the NCBDA can expect to see their 2025 tax dollars roll in to the budget.

Mayor Anderson requested that the 2025 budget be included in the board's packet each month.

ADJOURNMENT

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

The meeting was adjourned at 6:50 p.m.

NORTHSIDE CULTURAL BUSINESS DISTRICT
SERVICE AGREEMENT

Agreement 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. 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 Northside neighborhood 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 NCBDA's purposes.
- e. Operate and manage any building or public facility under the NCBDA's control.
- f. Conduct studies and analyses of the impact of metropolitan growth and economic changes under the City's Northside neighborhood 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 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.
- h. Provide day-to-day administrative services in support of the Services provided pursuant to this Agreement including bookkeeping, banking, vendor coordination, contract management, bookkeeping, bidding and RFP production, board management, communications, and planning including, but not limited to, the posting of notices and minute keeping as required by the Open Meetings Act, Act 267 of 1976, as amended.

3. Term. Subject to the provisions of this Agreement, the term of this Agreement will commence on the Effective Date and continue for one year (the "Term"), unless terminated earlier as provided below in Section 4. For purposes of clarification, as it is the intent of the Parties for their relationship as set forth in this Agreement to be long-term, this Agreement will renew or extend automatically, and the Parties must execute a separate written agreement to amend 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, liened, 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 that 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. Effective Date. This agreement will be effective as of the date of signing by the last authorized signatory of a Party.

16. Miscellaneous Provisions.

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

d. *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.

e. *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.

f. *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.

g. *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.

h. *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.

i. *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.

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

k. *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.

l. *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.

m. *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.

NCBDA and the City have executed this agreement on the date indicated.

THE NCBDA

City of Kalamazoo Northside Cultural Business District

By:
Its: Chairperson

Date Signed: _____

THE CITY

City of Kalamazoo

By:
Its: City Manager

Date Signed: _____

APPROVED AS TO FORM FOR CITY OF KALAMAZOO:
Office of the Kalamazoo City Attorney
By:
On:

Revenue and Expenditure by Fund
City of Kalamazoo
Fiscal Year: 2025 Through Period: 1

	Budget	Actual
FUND: 245 NORTHSIDE CULTURAL BUSINESS DIST AUTH		
REVENUES		
245-728-00.000-405.000 LOCAL TAX CAPTURE	20,000.00	0.00
TOTAL REVENUES	<u>20,000.00</u>	<u>0.00</u>
EXPENDITURES		
245-728-00.000-727.002 MEETING SUPPLIES	200.00	0.00
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
245-728-00.000-801.004 AUDIT FEES	2,000.00	0.00
245-728-00.000-811.000 PROFESSIONAL DEVELOPMENT	5,000.00	0.00
245-728-00.000-830.001 ADMINISTRATIVE FEES	500.00	0.00
245-728-00.000-880.000 PROMOTION AND ADVERTISING	5,000.00	0.00
TOTAL EXPENDITURES	<u>17,900.00</u>	<u>0.00</u>
EXCESS OF REVENUES OVER EXPENDITURES	<u>2,100.00</u>	<u>0.00</u>
GRAND TOTAL REVENUES	20,000.00	0.00
GRAND TOTAL EXPENDITURES	17,900.00	0.00
GRAND EXCESS OF REVENUES OVER EXPENDITURES	<u>2,100.00</u>	<u>0.00</u>