

Agenda

Northside Cultural Business District Authority Board of Directors



City of Kalamazoo

Thursday, February 19, 2026

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 1/15/26 (Action: Motion to approve)

D. PUBLIC COMMENTS

E. DIRECTOR COMMENTS

F. NEW BUSINESS

1. Investment plan for the potential receipt of \$700,000 from the Plaza Corp project (Discussion item)

G. UNFINISHED BUSINESS

1. Moving forward on creating the Social District (Discussion item)
2. Service agreement language (Discussion item)

H. COMMUNICATIONS AND ANNOUNCEMENTS

I. STAFF REPORTS AND UPDATES

J. ADJOURNMENT

NORTHSIDE CULTURAL BUSINESS DISTRICT AUTHORITY BOARD MEETING

Thursday, January 15, 2026

Northside Association for Community Development

612 N Park St., Kalamazoo, MI 49007

A meeting of the Northside Cultural Business District Authority (NCBDA) Board of Directors was held on Thursday, January 15, 2026, 6pm at 612 N Park St., Kalamazoo, MI.

DIRECTORS PRESENT: Mayor Anderson, Kiar Gamsho, Marilyn Pulley, Mattie Jordan-Woods, Ricky Thrash, Tami Rey

DIRECTORS ABSENT: Chad Dodd, Damian Henderson

ALSO PRESENT FROM THE CITY:

- Maria Smith, Community Investment Admin
- Kevin Ford, Shared Prosperity Coordinator

A. CALL TO ORDER/ROLL CALL

Director Jordan-Woods called the meeting to order at 6:01 P.M. Roll call was taken and a quorum was established.

B. ADOPTION OF AGENDA

DIRECTOR REY MOTIONED TO ADOPT THE JANUARY 15, 2026, AGENDA AS PRESENTED. DIRECTOR PULLEY SECONDED. NO OBJECTIONS. MOTION CARRIED.

C. APPROVAL OF MINUTES

MAYOR ANDERSON MOTIONED TO APPROVE THE NOVEMBER 20, 2025, MINUTES OF THE NORTHSIDE CULTURAL BUSINESS DISTRICT AUTHORITY. DIRECTOR REY SECONDED. NO OBJECTIONS. MOTION CARRIED.

D. PUBLIC COMMENTS

The board welcomed a member of the public Tisha Pankop from Now Kalamazoo.

E. DIRECTOR COMMENTS

Director Rey questioned if the application for the \$100,000 FFE grant has been made. Kevin Ford clarified that City staff will follow up and get the grant process information to the Board before the next meeting.

Director Gamsho suggested creating a grant schedule including deadlines to organize the information for projects.

Director Jordan-Woods pointed out that the Board decided they don't want the City to negotiate their contracts and that the City would only provide day to day administrative services and support. She wants to work with Mayor Anderson and make sure that the renewal contract doesn't have things outside of that in it.

F. NEW BUSINESS

None.

G. UNFINISHED BUSINESS

1. Expansion of District Boundaries Steps

Director Jordan-Woods opened an invitation to join an ad hoc committee to come up with guidelines for the social drinking district designation for which she says Carl Rizzo from Papa's Italian Sausage has already agreed. Director Rey stated that she would be willing to sit on the ad hoc committee.

2. Social District Designation Steps

The Board discussed having a service contract review and training workshop at next month's meeting regarding logistics of the district expansion and designation steps. Director Jordan-Woods suggested having the attorney come to the meeting to discuss the processes, roles and responsibilities.

H. COMMUNICATIONS AND ANNOUNCEMENTS

Mayor Anderson announced that the state approved the transformational Brownfield project for Plaza Corp in December.

I. STAFF REPORTS AND UPDATES

Ford gave an update about the City Clerk's office requesting signed meeting minutes. He specified the Chair (Jordan-Woods) and Recording Secretary (Maria Smith) will sign the draft minutes, and the recording secretary will send the final copy to the Clerk's office.

Ford requested that the Executive Committee hold regular meetings either in person or online to set the agenda for upcoming meetings. The Committee will discuss further setting a schedule outside of this meeting.

Ford requested that Board members respond to meeting invites and notify the Board if they can't make it, so they know ahead of time if there's going to be quorum. Board members agreed to look for meeting invites and communicate.

Director Jordan-Woods questioned if City staff would be informing the Board of possible grant funding. She would like to be able to get the funding opportunities out to the community. Ford responded that he doesn't get emails about City money but there is a grant writing team that may get them. Director Gamsho suggested using ChatGPT to look up grants.

ADJOURNMENT

DIRECTOR PULLEY MOTIONED TO ADJOURN. DIRECTOR GAMSHO SECONDED. NO OBJECTIONS. MOTION CARRIED.

The meeting adjourned at approximately 6:40 p.m.

**NORTHSIDE CULTURAL BUSINESS DISTRICT AUTHORITY,
(a Corridor Improvement Authority
established and authorized under Part 6 of Act 57 of 2018 (the “Act”))**

Procedure for Amending a Development Area and Designating it a Qualified Redevelopment Area Under Section 606

Note: the governing body of the municipality may alter or amend the boundaries of the development area to include or exclude lands from the development area in the same manner as adopting the resolution creating the authority (*See MCL 125.4606(4)*).

1	<p>Draft a Resolution</p> <p>The governing body must provide a resolution of intent that (1) states the proposed development area meets the criteria in Section 605, (2) sets a date for a public hearing on the adoption of the proposed amendment, and (3) designates the boundaries of the development area.</p> <p><i>See MCL 125.4606(2)</i></p>	DATES:
2	<p>Send Notices of Public Hearing</p> <p>Notice of the public hearing shall:</p> <ul style="list-style-type: none"> • be given by publication twice in a newspaper of general circulation designated by the municipality, which shall be not less than 20 days or more than 40 days before the date set for the hearing. • be posted in at least 20 conspicuous and public places in the development area (not less than 20 days before the hearing). • be mailed to all property taxpayers of record in the development area and the governing body of each taxing jurisdiction levying taxes that would be subject to capture if the tax increment financing plan is approved (not less than 20 days before the hearing). • be mailed to the state tax commission (not less than 20 days before the hearing). <p><i>See MCL 125.4606(2)</i></p>	
3	<p>Content of Notice for Public Hearing</p> <ul style="list-style-type: none"> • The date, time, and place of hearing • A description of the proposed development area <p><i>See MCL 125.4606(2)</i></p>	
4	<p>Hold the Public Hearing</p> <p>At the time set for the hearing, a citizen, taxpayer, or property owner of the municipality or an official from a taxing jurisdiction with millage that would be subject to capture has the right to be heard.</p>	

	<i>See MCL 125.4606(2)</i>	
5	<p>After the Public Hearing</p> <ul style="list-style-type: none"> • Not less than 60 days after the public hearing, if the governing body of the municipality intends to proceed with the amendment to the development area it shall adopt, by a majority vote of its members, a resolution amending the development area. • The adoption of the resolution is subject to any applicable statutory or charter provisions in respect to the approval/disapproval by an officer of the municipality and the adoption of a resolution over their veto. • The resolution shall be filed with the secretary of state promptly after its adoption and shall be published at least once in a newspaper of general circulation in the municipality. <p><i>See MCL 125.4606(3)</i></p>	

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**NORTHSIDE CULTURAL BUSINESS DISTRICT AUTHORITY,
(a Corridor Improvement Authority
established and authorized under Part 6 of Act 57 of 2018 (the “Act”))**

Procedure for Amending a Development Plan and Tax Increment Financing (TIF) Plan

Note: A Development and/or TIF Plan may be modified if the modification is approved by the governing body upon notice and after public hearings/agreements as required for approval of the original plan. MCL 618(4). The Development Plan describes the projects and priorities of the Authority. The TIF Plan describes how the Authority intends to pay for its projects and priorities using tax increment revenues. A Development Plan and the TIF Plan are often referred to collectively, simply as “the Plan.”

Note: If the NCBDA extends its TIF Plan, it should also extend the duration of its Development Plan at the same time and as part of the same process, so that both run concurrently.

1	<p>Review Development Plan</p> <p>If the Board finances any projects within its district using tax increment financing as authorized in 618, it shall prepare a Development Plan.</p> <p>The Development Plan must contain all information set forth in MCL 125.4621(2).</p> <p>The Development Plan should run concurrently with the TIF Plan.</p> <p><i>See MCL 125.4621</i></p>	
2	<p>Review and Extend the TIF Plan</p> <p>As it reviews its TIF Plan, the Authority must determine that a TIF Plan remains necessary for the achievement of the purposes of Part 6.</p> <p>As amended, the TIF Plan must include:</p> <ul style="list-style-type: none"> • a Development Plan as provided in section 621 (see step above) • a detailed explanation of the tax increment procedure • the maximum amount of bonded indebtedness to be incurred • the duration of the program—push out to the maximum length • a statement of the estimated impact of tax increment financing on the assessed values of all taxing jurisdictions in which the development area is located <p>The TIF Plan may provide for the use of part or all of the captured assessed value, but the portion intended to be used by the Authority shall be clearly stated in the TIF Plan.</p>	

	<p>Further, the TIF Plan shall be in compliance with section 619 of the Act.</p> <p><i>See MCL 125.4618(1)</i></p>	
3	<p>Submit Plan(s) to City Commission</p> <p>After preparation of the Amended Plan, the Authority shall submit such to the City Commission.</p> <p>Note: The Development Plan is part of the TIF Plan, so only 1 hearing and approval procedure is required for both together.</p> <p><i>See MCL 125.4618(1), (2)</i></p>	
4	<p>Inform TIF Taxing Jurisdictions</p> <p>Before the public hearing on an amendment to the TIF plan, the City Commission shall provide a reasonable opportunity to the taxing jurisdictions levying taxes subject to capture to meet with the City Commission.</p> <p>The Authority shall fully inform the taxing jurisdictions of the fiscal and economic implications of the proposed development area.</p> <p>The taxing jurisdictions may present their recommendations at the public hearing on the TIF plan.</p> <p><i>See MCL 125.4618(3)</i></p>	
5	<p>Send Notices of Public Hearing</p> <p>Notice of the public hearing shall:</p> <ul style="list-style-type: none"> • be given by publication twice in a newspaper of general circulation designated by the municipality, the first of which shall be not less than 20 days before the date set for the hearing. • be posted in at least 20 conspicuous and public places in the development area (not less than 20 days before the hearing). • be mailed to all property taxpayers of record in the development area and the governing body of each taxing jurisdiction levying taxes that would be subject to capture if the tax increment financing plan is approved (not less than 20 days before the hearing). • be mailed by certified mail to the governing body of each taxing jurisdiction levying taxes that would be subject to capture if the tax 	

	<p>increment financing plan is approved (not less than 20 days before the hearing).</p> <p>The Notice of Public Hearing shall contain:</p> <ul style="list-style-type: none"> • The time and place of hearing • A description of the proposed development area in relation to highways, streets, streams, or otherwise. • A statement that maps, plats, and a description of the Development Plan, including the method of relocating families and individuals who may be displaced from the area, are available for public inspection at a place designated in the notice. • A statement that all aspects of the Development Plan will be open for discussion at the public hearing. • Other information that the governing body considers appropriate. <p><i>See MCL 125.4618(2) and MCL 125.4622(1),(2)</i></p>	
<p>6</p>	<p>City Commission Holds Public Hearing</p> <p>At the time set for the hearing, the City Commission shall provide an opportunity for interested persons to speak and shall receive and consider communications in writing.</p> <p>The hearing shall provide the fullest opportunity for expression of opinion, for argument on the merits, and for consideration of documentary evidence pertinent to the Development Plan.</p> <p>The City Commission shall make and preserve a record of the public hearing, including all data presented at the hearing.</p> <p>Except for a development area located in a qualified development area, not more than 60 days after the public hearing on the tax increment financing plan, the governing body in a taxing jurisdiction levying ad valorem property taxes that would otherwise be subject to capture may exempt its taxes from capture by adopting a resolution to that effect and filing a copy with the clerk of the municipality proposing to create the authority.</p> <p><i>See MCL 125.4622(3); MCL 125.4618(5)</i></p>	
<p>7</p>	<p>City Commission Considers the Amendment Plan</p> <p>After the public hearing, the City Commission shall determine whether the Amended Plan constitutes a public purpose.</p> <p>If it determines that the Amended Plan constitutes a public purpose, it shall by resolution approve or reject the Plan, or approve it with modification, based on the following considerations:</p>	

	<ul style="list-style-type: none"> • The Plan meets the requirements under section 620(2), which pertains to the issuance and sale of tax increment bonds. • The proposed method of financing the development is feasible and the Authority has the ability to arrange the financing. • The development is reasonable and necessary to carry out the purposes of this part. • The land included within the development area to be acquired is reasonably necessary to carry out the purposes of the plan and of this part in an efficient and economically satisfactory manner. • The Development Plan is in reasonable accord with the land use plan of the municipality. • Public services, such as fire and police protection and utilities, are or will be adequate to service the project area. • Changes in zoning, streets, street levels, intersections, and utilities are reasonably necessary for the project and for the municipality. 	
	<p><i>See MCL 125.4623</i></p>	

"Qualified development area" means a development area that meets 1 of the following:

- (i) All of the following:
 - a) Is located within a city with a population of 700,000 or more.
 - b) Contains at least 30 contiguous acres.
 - c) Was owned by this state on December 31, 2003 and was conveyed to a private owner before June 30, 2004.
 - d) Is zoned to allow for mixed use that includes commercial use and that may include residential use.
 - e) Otherwise complies with the requirements of section 605(a), (d), (e), and (g).
 - f) Construction within the qualified development area begins on or before the date 2 years after the effective date of the amendatory act that added this subdivision.
 - g) Is located in a distressed area.[or]
- (ii) Contains transit-oriented development or a transit-oriented facility.

The QDA designation helps the Authority under the following provisions:

- Sec 605 - exempts QDA's from additional Authority establishment criteria.
- Sec 611 - enumerates additional powers to the Authority Board in a QDA.
- Sec 617 - Allows revenue bond/note proceeds to be used for the reimbursement of a public or private person for the cost of purchasing, acquiring, constructing, improving, enlarging, extending, or repairing property in connection with the implementation of a Development Plan in a QDA.
- Sec 618 - exempts QDA's from the procedural requirements that a governing body in a taxing jurisdiction levying ad valorem property taxes that need to be followed to exempt its taxes from capture.
- Sec 629 - allows a QDA Authority to request the Michigan Economic Growth Authority to expand the definition of tax increment revenues under Sec (3)(g).

NORTHSIDE CULTURAL BUSINESS DISTRICT AUTHORITY

RESOLUTION NO. _____

**RESOLUTION RECOMMENDING AND REQUESTING THAT THE CITY
COMMISSION CREATE A SOCIAL DISTRICT WITHIN THE NORTHSIDE
CULTURAL BUSINESS DISTRICT AUTHORITY**

WHEREAS, the Northside Cultural Business District Authority (the “NCBDA”) was created pursuant to Part 6 of Public Act 57 of 2018 (the “Act”), for the purpose of correcting and preventing deterioration in its business district, encouraging historic preservation and promoting economic growth, and to allow for a new method of financing activities associated with the continued growth, maintenance, administration, and programming within the NCBDA development area; and

WHEREAS, the Michigan Liquor Control Code was recently amended to allow the governing body of a local governmental unit to designate social districts and commons areas which may be used by qualified licensees that obtain a social district permit from the Michigan Liquor Control Commission (MLCC) to utilize expanded areas for the consumption of alcohol; and

WHEREAS, the NCBDA Board believes it is in the best interest of the NCBDA businesses and residents for the NCBDA development area to contain a social district, and recommends and requests that the City Commission move forward in its establishment; and

WHEREAS, the NCBDA wishes to be formally involved in the process in order to recommend the social district area and commons area, and to assist in the preparation of the local management and maintenance plans in the NCBDA development area.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The NCBDA Board of Directors recommends and requests that the City Commission take all necessary steps to create a social district within the NCBDA development area, and to formally involve the NCBDA in the process in order to recommend the social district area and commons area, and to assist in the preparation of the local management and maintenance plan in the NCBDA development area.

2. All resolutions and parts of resolutions in conflict herewith are rescinded.

YEAS: Boardmembers

NAYS: Boardmembers

ABSTAIN: Boardmembers

ABSENT: Boardmembers

RESOLUTION DECLARED ADOPTED.

Dated: _____, 2025 _____

_____, 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 Northside Cultural Business District Authority of the City of Kalamazoo at a meeting held on _____ 2025 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: _____ 2025 _____

_____, Secretary

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 was created as the governing body of a local development finance authority under the Act for the purpose of halting property value deterioration, increasing property tax valuation, and promoting economic growth in the City’s Northside neighborhood area and was authorized to exercise all powers granted by Act 280 or its predecessor Acts. Act 57 of the Public Acts of 2018 repealed and replaced Act 280 of the Public Acts of 2005 and now specifies the duties and powers that the NCBDA is authorized to perform.

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

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 services to carry out the powers of the NCBDA specified in [MCL 125.4407, Section 407](#)

Sec. 407. The board may:

- (a) Study and analyze unemployment, underemployment, and joblessness and the impact of growth upon the authority district or districts.
- (b) Plan and propose the construction, renovation, repair, remodeling, rehabilitation, restoration, preservation, or reconstruction of a public facility.
- (c) Develop long-range plans, in cooperation with the agency which is chiefly responsible for planning in the municipality, to promote the growth of the authority district or districts, and take the steps that are necessary to implement the plans to the fullest extent possible to create jobs, and promote economic growth.
- (d) Implement any plan of development necessary to achieve the purposes of this part in accordance with the powers of the authority as granted by this part.
- (e) Make and enter into contracts necessary or incidental to the exercise of the board's powers and the performance of its duties.
- (f) Acquire by purchase or otherwise on terms and conditions and in a manner the authority considers proper, own or lease as lessor or lessee, convey, demolish, relocate, rehabilitate, or otherwise dispose of real or personal property, or rights or interests in that property, which the authority determines is reasonably necessary to achieve

the purposes of this part, and to grant or acquire licenses, easements, and options with respect to the property.

- (g) Improve land, prepare sites for buildings, including the demolition of existing structures, and construct, reconstruct, rehabilitate, restore and preserve, equip, improve, maintain, repair, or operate a building, and any necessary or desirable appurtenances to a building, as provided in section 412(2) 1 for the use, in whole or in part, of a public or private person or corporation, or a combination thereof.
- (h) Fix, charge, and collect fees, rents, and charges for the use of a building or property or a part of a building or property under the board's control, or a facility in the building or on the property, and pledge the fees, rents, and charges for the payment of revenue bonds issued by the authority.
- (i) Lease a building or property or part of a building or property under the board's control.
- (j) Accept grants and donations of property, labor, or other things of value from a public or private source.
- (k) Acquire and construct public facilities.
- (l) Incur costs in connection with the performance of the board's authorized functions including, but not limited to, administrative costs, and architects, engineers, legal, and accounting fees.
- (m) Plan, propose, and implement an improvement to a public facility on eligible property to comply with the barrier free design requirements of the state construction code promulgated under the Stille-DeRossett-Hale single state constitution code act, 1972 PA 230, [MCL 125.1501](#) to [125.1531](#).

3. Term. Subject to the provisions of this Agreement, the term of this Agreement will commence on the Effective Date and continue for one calendar year (the "Term"), unless terminated earlier as provided below in Section 4. Upon the expiration or termination, this Agreement may be renewed for an additional term or terms upon Agreement of the Parties.

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. Payment for Services. The NCBDA will pay the City a lump sum of \$500.00 for the Services the City is to perform pursuant to this Agreement.

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 cause 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. The City will 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.

9. Ownership of Assets. The ownership of all equipment, furniture, displays, vehicles, 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. 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.

11. Freedom of Information. The Parties acknowledge and agree that that both the City and NCBDA are 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, any records or documents of or concerning the NCBDA and this Agreement are public records subject to disclosure pursuant to the provisions of the Freedom of Information Act. Any records of the NCBDA or concerning the NCBDA that the City has are considered the City’s records for the purposes of the FOIA and subject to disclosure pursuant to a FOIA request to the City.

12. Compliance with Applicable Law. The City’s performance of the Services will at all times be in conformance with 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.

13. 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.

14. Effective Date. This agreement will be effective as of the date of signing by the last authorized signatory of a Party.

15. 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 below.

THE NCBDA

City of Kalamazoo Northside Cultural Business District

By:
Its: Chairperson

Date Signed: _____

THE CITY

City of Kalamazoo

By: Malcolm Hankins
Its: City Manager

Date Signed: _____

APPROVED AS TO FORM FOR THE CITY OF KALAMAZOO :
Office of the Kalamazoo City Attorney
By: Charles R. Bear
On: 7/23/2025