

**City of Manistee
and
Manistee Downtown Development Authority
Service Agreement**

THIS AGREEMENT is entered into this 21st day of January, 2020, by and between the MANISTEE DOWNTOWN DEVELOPMENT AUTHORITY (DDA), a component unit of the City of Manistee of 70 Maple Street, Manistee, MI 49660 and the CITY OF MANISTEE (City), a Michigan municipal corporation, (City) of 70 Maple Street, Manistee, Michigan 49660;

1. Preamble

The City works together with the DDA to provide a safe, clean, appealing, and efficient Downtown Development District (Downtown) to support objectives such as quality of life, placemaking, tourism, economic and business growth, resident retention and recruitment and community pride and identity.

Meeting these objectives requires a collaborative effort and fluid, consistent communication between the City and DDA to assure the Downtown remains both viable and vibrant.

Accordingly, the City and DDA desire to document various understandings and commitments relating to the Downtown and the City's and DDA's ongoing relationship. The inherent communication, planning and cooperative nature of this agreement will ensure future success.

2. DDA Office Space

The City will provide suitable office space to the DDA in City Hall should the DDA need such space. It will also provide scheduled access to meeting rooms and provide IT service and support; including tech support, internet, phone and file server resources. This space and services will be provided at no charge to the DDA as an in-kind contribution.

The DDA will be responsible to pay all bills incurred from using the printer (.05 cent a copy) and the postage meter (actual cost). The DDA Director will use the codes assigned by the City to meet this need.

3. Joint Planning for Infrastructure and Capital Improvements

The DDA (through the Executive Director) will work in collaboration with the City (through the City Manager or designees) to discuss plans for infrastructure and capital improvements in the Downtown. These should generally fall within the categories and projects identified in the Amended and Restated Development and Tax Increment Financing Plan. Attendance at the

DDA Design Committee and/or Board meetings by a City representative will help facilitate these discussions and assist in planning and budgeting for any improvements and their ongoing maintenance.

4. Infrastructure

Infrastructure is defined as streets, sidewalks, crosswalks, the Riverwalk and appurtenances, public restrooms, water mains, sewer mains, light poles, streetlights, signs, parking lots, fountain, and other items commonly referred to as infrastructure.

The City owns the infrastructure in the Downtown, whether paid for by the City or the DDA, and is responsible for its repair and maintenance. In practice, the City “takes over” the assets developed by the DDA and incorporates them into its maintenance and asset management plans.

New infrastructure requested or proposed by the DDA will require collaboration and joint planning with the City, to promote specific outcomes jointly developed between the two organizations. The initial cost of new infrastructure will be paid for by the DDA unless a written agreement specifies otherwise. The design of new infrastructure will be a collaboration between the City and DDA and meet City guidelines. The procurement of new infrastructure shall follow the DDA and/or City purchasing requirements as jointly agreed to.

The installation or construction of new infrastructure will be managed by the City in close collaboration with the DDA Director. All approved agreements and guidelines developed between the City and DDA will be followed.

5. City Services in the Downtown

The City provides a wide variety of services in the DDA District.

Basic Services:

Basic services are comprised of maintenance and standard municipal services in the DDA District.

This basic list of services is not all inclusive as there are numerous items that are “just managed” by the City to ensure the Downtown is visually appealing, safe, and provides a pleasant environment for citizens and tourists alike.

Enhanced Service

Enhanced services are those that go beyond Basic service and require additional time, staffing, expertise or materials to complete an activity; or assure a task, repair or maintenance can be scheduled and completed. These are typically requests made by the DDA that go beyond Basic Service including all DDA requests for support for special events, beautification, and those occasions that citizens and tourists may utilize our downtown area more than normal.

Examples of Enhanced Services include, by way of example but not limitation:

- Flower baskets hung, watered and cared for in Spring and Fall.
- Putting up special signage or banners.
- Decorating both bridges and Downtown for Christmas Holiday events with lights and garland, bows and ribbons (all materials paid for by DDA).
- Taking down all DDA decorations, special signage and banners and storing them.
- Repairs to benches, flower boxes, lampposts, sidewalks and roadway and sidewalk brickwork and waste receptacles for public use.
- Removal of snow and salting of the sidewalks in the DDA District (River Street)
- Repair and maintenance of the historical clock and water fountain.
- Basic services provided more frequently, as agreed to.

Accelerated Services

Accelerated Services include repairs and maintenance required earlier than normal or planned.

Assets in the Downtown may require repair, replacement, updating or removal at a time sooner than planned by the City (such as in the capital improvement plan or budget) due to unexpected or extraordinary circumstances.

There may also be requests by the DDA through its various planning processes for asset service or maintenance on an expedited basis to support a project or initiative. For example, the DDA may want to switch out traditional streetlights to LED; or replace Streetscape pavers in a condensed time frame.

The Accelerated Service need will be discussed and coordinated between the City and DDA. These tasks and projects are often time sensitive and require a rapid response to planning and funding. The parties will discuss the plan for repair, replacement or removal; a review of costs to be provided along with the funding plan required to meet the planned outcome.

6. Review of and Requested Changes to City Services

The DDA shall periodically meet with the City to complete walkthroughs of the Downtown to review how Basic and/or Enhanced services are being provided and discuss any concerns or issues.

Proposed changes to the general scope of services or baseline maintenance shall be discussed by the DDA and City and the proposing party will provide a well-developed outline of the specifics of the requested change. Any such changes must be mutually agreed to.

As an example; to paint and update flower boxes and garbage cans the DPW department may choose to apply basic black, however if the DDA want to have these items painted another color, that plan will be provided to the DPW director with enough time to cost the supplies needed for the change.

7. DDA Budget

The DDA will participate in the overall City budget process working collaboratively with the City in development and completion of an annual budget for presentation to the City Council. All budgeting practices follow the DDA bylaws and observe City Charter requirements. The DDA Director will work with City personnel in submitting a budget proposal that is supportive of all current and projected projects and plans within the DDA district.

8. Payment for Services

The DDA will pay the City for Enhanced Services identified in this contract for the period of July 1 to June 30. Payments will be made quarterly by the end of September, December, March and June of each year. The total amount to be paid for fiscal year 2021 will be \$65,000. This amount shall increase annually thereafter by the State of Michigan Proposal A inflation rate but shall not be less than 0% nor more than 3% in any year.

The DDA will also pay the City for Accelerated services on a case by case basis. All Accelerated services require prior discussion, a review of the estimated costs and approval by the DDA Director and/or DDA Board. Accelerated services will be paid on a case by case basis.

9. Notices

Any notices regarding this agreement shall be directed to:

City of Manistee
Attention: City Manager
70 Maple Street
Manistee, Michigan 49660

Manistee Downtown Development Authority
Attention: Executive Director
70 Maple Street
Manistee, MI 49660

10. Applicable Law & Dispute Resolution

This Agreement shall be interpreted in accordance with the laws of the State of Michigan.

11. Modification of Agreement

This Agreement may be modified only in writing signed by the Parties.

12. Entire Understanding

The Parties acknowledge that this is the entire understanding between them as to the subject matter hereof and that there are no other provisions or agreements, either express or implied, that have not been incorporated into this agreement.

13. Effective Date of Agreement and Term

It is expected that this agreement will be signed in multiple parts and at different times by the Parties. The agreement will be effective starting July 1, 2020 when representatives of both Parties have executed the agreement and dated the same. This agreement shall be for the period of July 1, 2020 to June 30, 2021 and shall extend for additional one (1) year terms, unless terminated by the mutual agreement of the parties or as provided herein.

14. Termination

This contract may be terminated with or without cause as of June 30 of each year provided the terminating party provide not less than 180 days written notice. Payment shall be made up to the point of termination.

15. Authorization

The individuals signing this Agreement represent that they have been duly authorized to execute the Agreement for and on behalf of their principal.

IN WITNESS WHEREOF, the Parties execute this agreement on the date denoted next to their respective signatures.

MANISTEE DOWNTOWN DEVELOPMENT AUTHORITY

By:  Date: 1/27/2020

DDA Chairperson

CITY OF MANISTEE

By:  Date: 1/21/2020

Roger Zielinski, Mayor

By:  Date: 1/21/2020

Heather Pefley, Clerk