

Agenda

Manistee Downtown Development Authority
Wednesday, December 30th, 2019 at 8 am
City Hall Council Chambers, 3rd Floor

1. Call to order – Chair
2. Approval of Agenda
3. Public comment. (Limit 5 minutes per person).
4. Consideration of the Manistee DDA and City of Manistee Service Agreement
5. Consideration of the Manistee DDA and Chamber Economic Development Agreement
6. Board Member comments
7. Public Comment. (Limit 5 minutes per person).
8. Adjournment

Next Board Meeting will be Wednesday, January 8th at 8 am in the City of Manistee City Council
Chambers, 3rd Floor City Hall.

Downtown Development Authority (DDA) Agreement with the Economic Development Council (EDC)

This agreement is made with an effective date of _____, by and between the **Economic Development Council**, a Michigan nonprofit organization (hereinafter "Contractor") of 11 Cypress Street, Manistee, MI and the Manistee **Downtown Development Authority (DDA)**, of 70 Maple Street, Manistee, MI.

Whereas, the DDA desires to contract for certain economic development services and the Contractor desires to provide the service to the DDA; and

Whereas, the DDA and the Contractor desire to specify and define the scope of work to be completed, reporting requirements, and the compensation to be paid by the DDA to the Contractor for the agreed upon services.

Scope and expectations of services and collaboration with the EDC includes: All items in this contract and Attachment A -practices and outcomes.

A. **Economic Development Activities**: *Activities correspond with the Manistee Economic Development Strategy outline page 17; Place, Downtown.*

1. Market and develop large downtown properties/parcels

- Develop strategies and implement recruitment and development of Downtown Real estate projects and potential developments that exceed over 750,000.00. Such properties as:
 - Gateway project corner of River Street and US 31
 - Vacant Restaurant, 440 West River Street
 - Hotel Northern, _____ Washington Street
 - Amore building and property _____ Water Street
 - Jones Building _____ West River Street
 - Senior Center _____ West River Street
 - Commercial Building/apartments _____ River Street and Division

2. Develop Entrepreneur Day (Small and large investors).

- Develop and implement a collaborative event to promote growth, investment and opportunities within the downtown district.
 - Education and opportunity loans
 - Property redevelopment opportunities
 - Developing a feasibility study
 - How to develop and present a business plan for investors
 - Marketing

B. Reporting:

- The DDA Director will meet with the contractor and set specific goals and outcomes for projects.
- All agreement activities will be reported on a monthly basis to the DDA Director.

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- The DDA Director will request quarterly reports with specific targets identified to be met on a quarterly basis. DDA Director will coordinate with the ED Director to provide reports quarterly to the full board.

C. Compensation of Services:

- Compensation paid by the DDA is for the performance of services benefiting the DDA. In reporting performance under this agreement, contractor shall verify that its expenditures of wages and office expenses directly related to services performed for the DDA under this agreement is equal to or exceeds the compensation paid by DDA to Contractor.

D. Price and Terms:

- The Contractor agrees to furnish the economic development services as outlined in this agreement for a period of one year (with annual renewal available) beginning _____ and ending _____ in accordance with the specifications as outlined in this Agreement. Compensation shall be paid by the DDA to Contractor on a quarterly basis, upon receipt of detailed invoicing of services rendered/or to be rendered in the quarter. Annual compensation during the term of the Agreement shall be ten thousand () Dollars.
- Invoice verifications and payment will be managed by the DDA Director

E. Termination: Termination of contract occurs with 90-day notice by either party. Notice of contract termination will be in writing.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their authorized officers on the date and year set below:

Date: _____ Year: _____

By: _____

Economic Development Council, President/Chair

Date: _____ Year: _____

By: _____

Downtown Development Authority, Chair

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

THIS AGREEMENT is entered into this _____ day of _____, 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;

Definition:

Maintenance: the work of keeping something in proper condition, care and upkeep including: taking steps to avoid something breaking down and bringing something back to working order.

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 make available 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.

Discussions on all new infrastructure requested or proposed by the DDA will require working collaborating and joint planning with the City with specifics 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 any new infrastructure shall be conferred with and meet City design standards. The procurement of any new infrastructure shall follow City or DDA purchasing guidelines. The installation or construction of new infrastructure will be managed through the Director of the DDA and with City Officials:

5. City Services in the Downtown

The City provides a wide variety of services in the Downtown. This agreement contemplates three levels of service: Basic, Enhanced and Accelerated as discussed below.

Basic Service

Basic service is comprised of maintenance and standard municipal services in the Downtown. Maintenance is defined as the preservation of something; keeping property or assets in good condition or working order by making general repairs and/or correcting problems in accordance with asset management principles.

The City will operate in good faith to meet the maintenance, municipal service and asset management requirements of the Downtown throughout the year. Examples of Basic Services include, by way of example but not limitation:

- Snow plowing, street sweeping, street maintenance, emptying refuse receptacles.
- Repair, maintenance and upkeep of all public areas and parking lots.
- Vegetation management, such as grass cutting, weed killing and pruning.
- Repair and maintenance of the historical clock and water fountain.
- Repair, maintenance and cleaning of public restrooms.

- Repair and maintenance of benches, flower boxes, lampposts, sidewalks and roadway and sidewalk brickwork and waste receptacles for public use.

This list 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, those occasions that citizens and tourists may utilize our downtown area more than normal. Cost incurred will be similar and billed in line with charges provided for other/similar services and other organizational events, activities within the district.

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

- Flower baskets hung 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 decorations, special signage and banners and storing for the DDA.
- Removal of snow from sidewalks and salting sidewalks.
- 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).

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 will be prepared, along with a 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 work collaboratively with City in proposing an annual budget in a timely fashion for presentation to the City Council in conjunction with the budgeting timeframes set by City Charter or DDA bylaws. The DDA Director will work with City personnel in submitting a budget proposal that is supportive of all current and projected projects and plans with in the DDA district.

The DDA will pay the City for Enhanced Services. Enhanced Services are the additional services brought forth through the activity of the DDA, Cost incurred will be similar and billed in line with charges provided for other/similar services and other organizational events, activities within the district. All accelerated services will require prior approval and estimated costs submitted for approval by the DDA Director.

Accelerated services will be paid on a case by case basis. All the accelerated projects must be part of the DDA District and will be billed/invoiced to receive payment. The DDA Director will review and match bills/invoices with work requests submitted All accelerated services will require prior approval and estimated costs submitted for approval by the DDA Director.

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 2020 is _____ thousand. 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 2020 is \$ _____. This amount shall increase annually thereafter by the State of Michigan Proposal A in accordance with current inflation rates.

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

8. Applicable Law & Dispute Resolution

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

9. Modification of Agreement

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

10. 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.

11. 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.

12. 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.

13. 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: _____

DDA Chairperson

CITY OF MANISTEE

By: _____ Date: _____

Roger Zielinski, Mayor

By: _____ Date: _____

Heather Pefley, Clerk