

**CITY OF PINCONNING DOWNTOWN DEVELOPMENT AUTHORITY & BROWNSFIELD
REDEVELOPMENT AUTHORITY SERVICE AGREEMENT for FISCAL YEAR 2024/2025**

This Agreement is by and between the City of Pinconning of 208 Manitou Street--P. O. Box 628, Pinconning, MI 48650-0628 (hereafter "City") and the City of Pinconning Downtown Development Authority of 208 Manitou Street--P. O. Box 628, Pinconning, MI 48650-0628 (hereafter "DDA") and is effective as of the day of the last signature hereon.

WHEREAS, the DDA desires to contract with City for the providing of certain financial and administrative services involving the general operation of the DDA; and,

WHEREAS, the DDA has engaged the City since 1990 to provide certain administrative services required of the DDA and in return has paid the City for such services; and,

WHEREAS, the DDA desires that the City and DDA have a formal agreement which will outline the various services and functions which the City agrees to perform for the DDA and for which the DDA will pay the City an annual payment;

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. The DDA hereby employs the City Treasurer to keep the financial records of the authority and who shall prepare all vouchers and checks for the expenditure of funds of the authority and shall furnish bond in an amount of \$25,000.00 on an annual basis. The City Treasurer shall generally administer the DDA financial affairs including, but not limited to, administering banking services, preparing and issuing checks for approved expenses, making deposits, reconciling bank accounts, providing monthly financial reports for the DDA meetings, assisting as requested by the DDA Chairperson with timely preparation of the annual budget for adoption by the DDA, and shall perform such other financial functions and duties as may be required of the DDA including the collection of TIFA tax revenues from all levels of government and depositing those funds into the DDA bank accounts. City's accounting procedures and internal financial controls shall conform to generally accepted accounting practices in order that the costs allowed by this Agreement can be readily ascertained and expenditures verified therefrom.
2. The DDA hereby employs the City Manager, City Clerk and City Treasurer with the assistance of the DDA Chairperson and officers, to copy documents for meetings, prepare meeting agendas & record minutes if necessary, and store same in city safe files, coordinate and complete required reports to state, county and local government as required by law and post any documents as required by law to these agencies and on the City Web Site. The City will be assuring the availability so the DDA may use City council chambers for regular and special meetings not otherwise interfering with City Council meetings. The City Treasurer and Manager will coordinate the annual required audit of the DDA to be in conjunction with the City annual audit. The City Manager and administrative staff will generally assist the DDA in its efforts to reduce the financial, administrative and operational expenses of the DDA by using sources within the City

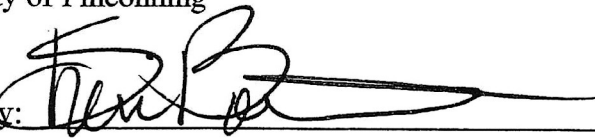
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administration.

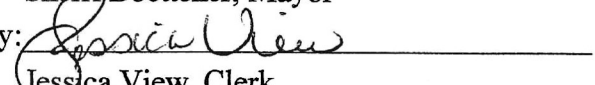
3. The DDA will provide the City Treasurer with names of DDA members who will be signatories on DDA checks. The DDA may change the names of the signatories from time to time by providing the City with written notice of the new signatories.
4. The Chairperson of the DDA will, unless otherwise designated by resolution of the DDA Board, be the person designated to have contact with the City Clerk, Treasurer and/or Manager.
5. Additional Services provided by City Staff or by independent contractors employed by the City, as approved by DDA Board of Directors to be included in this agreement as outlined in Exhibit A. attached.
6. The Agreement is intended to cover those normal operational and administrative services required of the DDA only and for any additional services as outlined in Exhibit A, and for such services the DDA will pay the sum of \$2,500.00 annually to the City, payable from the DDA on a monthly basis within five (5) working days of each regular monthly meeting of the DDA or payment in full as authorized by the DDA Board of Directors at the beginning of its fiscal year.
7. The term of this Agreement shall be one (1) year, effective as of the date of execution of this Agreement. City shall commence performance of the services and obligations under this Agreement on execution of this Agreement. In the event a new Agreement has not been executed on or before the expiration of this Agreement, but DDA and City desire for the services of City to DDA to continue, then such agreement will continue on a year-to-year basis. Either the DDA or the City may opt out of this Agreement provided not less than forty-five (45) days' notice is provided to the other party before the annual anniversary of the last signature to this Agreement.
8. This Agreement and the attached Exhibits (which are incorporated by reference as though fully set forth herein) constitute the entire agreement between the parties. No prior written promises, nor prior, contemporaneous, or subsequent oral promises or representations shall be binding. This Agreement shall not be amended or changed except by written instrument signed by the parties hereto. The provisions of this instrument shall be binding upon and inure to the benefit of the permitted successors and assigns of the parties. This Agreement shall be governed by the laws of the State of Michigan. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which shall constitute the same Agreement. If any term, covenant, condition or provision of this Agreement or application thereof shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.
9. The individuals signing this Agreement have been granted the authority to execute this Agreement by their respective governing bodies.

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City of Pinconning


By: 

Sherri Boettcher, Mayor

By: 

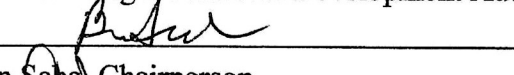
Jessica View, Clerk

Dated: 7/9, 2024


By: 

Becky Lakin, City Manager

City of Pinconning Downtown Development Authority

By: 

Brian Saha, Chairperson

By: 

Josh Klee, Treasurer

Dated: 7/9, 2024

By: 

Tara Marczak, Secretary

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Exhibit A.

Additional Services to be Provided to The DDA by the City of Pinconning

The DDA Board of Directors, does authorize to provide financial assistance to the City of Pinconning for **performing beautification items and maintenance of public park areas, city streets and sidewalks within the DDA District to include weed control on sidewalks, assistance in maintaining lawn cuttings in park areas, flower beds, gateway welcome sign plots, and assistance with seasonal decoration installation and storage on streetscape light poles and signage within the DDA district for an annual sum of \$8,000.00**, payable in full at this beginning of the DDA fiscal year as authorized by the DDA Board of Directors, each fiscal year with approval of this beautification project expense in its annual approved budget.