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2 **BILL NO. S-13-03-09**

SPECIAL ORDINANCE NO. S-_____

3 AN ORDINANCE approving CONTRACT FOR
4 PROFESSIONAL ECONOMIC DEVELOPMENT
5 SERVICES between ECONOMIC
6 IMPROVEMENT DISTRICT FOR THE
7 DOWNTOWN AREA OF THE CITY OF FORT
8 WAYNE - dba - "DOWNTOWN IMPROVEMENT
DISTRICT ("DID") and the City of Fort Wayne,
Indiana.

9 **NOW, THEREFORE, BE IT ORDAINED BY THE COMMON**
10 **COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:**

11 **SECTION 1.** That the CONTRACT FOR PROFESSIONAL
12 ECONOMIC DEVELOPMENT SERVICES by and between ECONOMIC
13 IMPROVEMENT DISTRICT FOR THE DOWNTOWN AREA OF THE CITY
14 OF FORT WAYNE - dba - "DOWNTOWN IMPROVEMENT DISTRICT ("DID")
15 and the City of Fort Wayne, Indiana, in connection with the Board of Public
16 Works, is hereby ratified, and affirmed and approved in all respects,
17 respectfully for:
18

19 professional management, communications, marketing,
20 business and real estate development services regarding
21 economic development activities for Downtown Fort Wayne,
Indiana in 2013;

22 involving a total cost of ONE HUNDRED FIFTY THOUSAND AND 00/100
23 DOLLARS - (\$150,000.00). A copy said Contract is on file with the Office of
24 the City Clerk and made available for public inspection, according to law.
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26
27

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Council Member

APPROVED AS TO FORM AND LEGALITY

Carol Helton, City Attorney

**CONTRACT FOR PROFESSIONAL ECONOMIC DEVELOPMENT SERVICES
BY AND BETWEEN CITY OF FORT
WAYNE, INDIANA AND THE
THE ECONOMIC IMPROVEMENT DISTRICT FOR THE DOWNTOWN AREA OF
THE CITY OF FORT WAYNE**

THIS CONTRACT is entered into as of the 6th day of MARCH 2013, by and between the City of Fort Wayne, Indiana ("City") and the Economic Improvement District for the Downtown Area of the City of Fort Wayne - dba "Downtown Improvement District" ("DID").

WHEREAS, the City desires to engage in certain activities necessary for development of the downtown economic base of Fort Wayne, Indiana; and

WHEREAS, the City has a need for professional management, communications, marketing, business development and services with regard to economic development activities for Downtown Fort Wayne, Indiana; and

WHEREAS, the Downtown area of the City of Fort Wayne represents the City's largest single aggregation of commercial activities, and further encompasses and constitutes the City's cultural, historic, financial, judicial, and administrative center; and

WHEREAS, the Economic Improvement District for the Downtown Area of the City of Fort Wayne is organized under Indiana Code 36-7-22 as an Economic Improvement District, for the purposes of planning and managing development or improvement activities; designing, landscaping, beautifying, and maintaining public areas or public ways; promoting commercial activity or public events; and supporting business recruitment and development, among other activities; and

WHEREAS, the City desires to engage the Fort Wayne Downtown Improvement District, Inc. to render assistance in connection with such undertakings;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

A. **Scope of Services.** The DID shall perform at least one thousand forty (1,040) hours of direct management, communications, marketing, beautification, maintenance, and business and real estate development services with regard to economic development activities— as more particularly described in that certain 2013 DID Action Plan—per calendar year under this contract in a satisfactory and proper manner (the "Direct Business Services").

B. Time of Performance. The Direct Business Services will be retroactive to January 1, 2013 and shall be completed in a timely manner as required by the City, but shall not extend beyond December 31, 2013

C. Compensation. The City and the DID hereby agree that the fees paid to the DID will be a fixed amount of One Hundred Thousand Dollars (\$100,000) and shall be paid to the DID for the Direct Business Services. Said amounts shall be paid in four (4) equal quarterly installments of Twenty-Five Thousand Dollars (\$25,000), the first of which will be due on March 31, 2013, and continuing on June 30, 2013, September 30, 2013 and December 31, 2013. The DID shall invoice the City for Direct Business Services already provided. Said invoice shall describe the activities and Direct Business Services performed by the DID.

D. Capital Improvements Fund. In addition, the City and the DID hereby agree that a sum of \$50,000 shall be paid to the DID with the first installment in Section C (Compensation), to be held by the DID for expenditure on capital improvements to benefit the Downtown Economic Improvement District, including but not limited to street furnishings; trash and recycling containers; banners; and necessary equipment to maintain these improvements and to carry out the Scope of Services as described in Section A above. The City and DID agree that while it is the intent of both parties to fully expend this sum during 2013, such amounts not spent on capital items and equipment will carry over for expenditure on the same terms as 2013, and for the same specified purposes, in 2014. Any balance under this Section not expended by 12/31/2014 will be returned to the City.

The DID shall include with each quarterly invoice, a Capital Improvement Fund Report detailing the expenditures made, and balance remaining in the fund. Failure to furnish the required documentation may, at the sole discretion of the City, constitute an Event of Default under the terms of this Agreement.

In the Event of Default under this Agreement, the DID shall repay the City the balance of the fund as of the most recent quarterly report submitted.

E. Changes. The City may, from time to time, request changes in the Scope of Services to be performed hereunder by the DID. Such changes, including any increase or decrease in the amount of the DID's compensation, if mutually agreed upon by the City and the DID, shall be incorporated in written addenda to this Contract. The DID may request a change in the maximum amount payable by the City in the event that said maximum amount does not provide just compensation for the Direct Business Services provided hereunder. The City may request a decrease in the amount payable hereunder in the event that the

DID does not adequately perform the Direct Business Services hereunder. However, in no event may the DID request a compensation adjustment due to variances between the DID's estimated and actual cost of providing the Direct Business Services that the City has contracted for hereunder. The parties agree to negotiate in good faith any such adjustment.

F. **Personnel.** The DID represents that it will be responsible for performance of the Direct Business Services. All Direct Business Services required hereunder will be performed by the DID or its agents and all individuals engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such Direct Business Services.

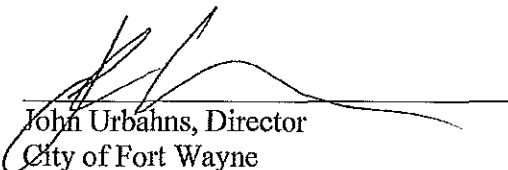
G. **DID Records Maintenance.** The DID shall maintain accounts and records, including personnel and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary to assure proper accounting for all project funds.

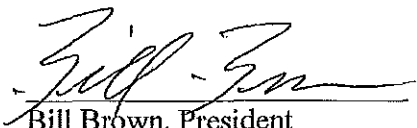
H: **Compliance with Local Law.** The DID shall comply with all applicable laws, ordinances, and codes of the State and Local governments.

1. The DID Board certifies that in accordance with the reauthorization of the "Economic Improvement District of the City of Fort Wayne" by Resolution R-08-06, on January 10, 2006, as amended, and likewise pursuant to the requirements of IC 36-7-22-11, and the By-Laws governing the nomination of directors, the 2013 Board will consist of fifteen (15) members and that the majority of these members will be property owners within the District.

I: **Independent.** By contracting with the DID for the Direct Business Services hereunder, the City is not delegating any of its economic development decision-making authority and will continue maintaining economic development services as incumbent upon public entities. The DID is an entity wholly independent from the City and is serving as an independent contractor under this Contract.

IN WITNESS WHEREOF, the City and the DID have executed this Contract as of the date first above written.


John Urbahns, Director
City of Fort Wayne
Division of Community Development


Bill Brown, President
Downtown Improvement District

Downtown Improvement District 2013 Action Plan

Marketing

Create a specific, professional marketing plan that is relative to other key community and economic development organizations and municipalities. (2Q)

Enhance the DID website beyond its existing architecture to exceptional performance and presentation as measured by industry standards. (1Q)

Draw from an eclectic collection of downtown entities including stakeholders, business owners, residents, advertising agencies and creatives the components of an effective brand. (2Q)

Market downtown living, working and business opportunities effectively. (2Q)

Improve stakeholder communication, marketing and promotion through relationship management software segmented by businesses, property owners, and downtown advocates. (1Q)

Continue the already successful social media campaign. (7500 FB followers) (OG)

Business Development

Serve as an online central hub for downtown data, research, and metrics. (2Q)

Facilitate a parking task force to review the parking study and help develop a long term parking strategy. (OG)

Host monthly Downtown Business Club meetings with speakers to facilitate relationships and increase business activity. (Averaging 30 attendees) (OG)

Provide marketing grants (co-op) for small businesses. (OG)

Strengthen relationships between the perimeter businesses and associations that form the business corridors and the DID businesses to help them increase sales. (OG)

Support a retail growth strategy by connecting to private sector leadership. (2Q)

Enhance the menu of services the DID can offer a business interested in locating downtown. Model the Whitley County EDC's "Green Light" business program. (1G)

Special Events

Continue to support programs and projects of the Fort Wayne Cultural District. (OG)

Continue to develop signature DID events and discern outcomes created through data collection and anecdotal information. (OG)

Determine if BuskerFest can become a regional event and adjust accordingly. (1Q)

Facilitate and provide encouragement to other entities towards effective execution of their special events to promote downtown visitors and vibrancy. (OG)

Continue the grant process, as a catalyst, to help create desired outcomes. (OG)

Beautification Efforts

Assure that downtown street planters are extraordinary each season. (1Q)

Continue active Clean and Green program with quality, personable Street Ambassadors. (OG)

Grow the Clean and Green Volunteer Corps to the capacity that effectively eliminates visual blight through on going clean ups. (2Q)

Continue to actively eliminate graffiti within the district. (OG)

Support façade and landscape design through technical assistance grants. (OG)

Prioritize a pedestrian areas with focus on developing, beautifying and promoting. (1Q)

Advocacy

Support efforts to gauge the appetite of stakeholders for reauthorization such as Sharon Feasel's academic graduate study. (OG)

Continue to work with the city and county on projects that affect the district. (OG)

Collaborate with partner agencies on downtown improvement projects, such as the Alliance's Downtown Development Committee and the Downtown Development Trust. (OG)

Continue affiliation and support of various people through on street presence. (OG)

Facilitate efforts to move projects along which are deemed important to the advancement of the DID's mission. (OG)

Encourage board involvement to increase community presence. (OG)

Operations

Develop additional sources of funding through sponsorships and donations. (OG)

Continue to develop board effectiveness through best practices using Board Source and qualified facilitation. (2Q)

Strengthen advisory committees for a more streamline delivery of information. (1Q)

Survey property owners regarding DID operations and performance. (2Q)

Develop metrics for each action item. (1Q)

Increase visibility of DID through road show presentation, enhanced version. (1Q)

Determine strategy to best support downtown infrastructure that the DID is responsible for. (1Q)

Determine strategy for transportation improvements. (3Q)

Audit best practices of similar organizations, present findings and make recommendations to DID board. (2Q)

Bill's Eight Steps to Organizational Effectiveness (Q1)

1) Strategic Thinking and Planning

Connect mission and strategy to project planning process.
Provide training to staff for dashboard and filtering tools.

2) Work Plan Refinement and Execution

Agree on key components of plan.
Implement measurements for success.

3) Assure Accurate Contact Information and Utilization

Create procedures for efficiently obtaining, entering and maintaining contacts.
Establish systems and schedules for communicating key information appropriately.

4) Quality Surveys and Tabulation

Structure surveys around best data collection techniques for strategic milestones.
Develop ongoing tracking and reporting for communicating achievements.

5) Volunteer Development and Deployment

Organize and connect various parties who have mission alignment.
Provide tools and structure to execute DID and community priorities.

6) Business Outreach and Facilitation

Communicate with the business community through meetings and event speaking.
Facilitate strategic conversations about how the DID can maintain engagement.

7) Time Allocation and Management

Provide tracking with systems to measure effort against return.
Review and follow up with staff and volunteers on their progress and activities.

8) Collaborative Software and Teamwork

Utilize tools like Podio, Excel and Drop Box to manage workflow and information.
Assure ongoing face-to-face interaction and collaboration with staff and volunteers.

To: Common Council
Introduced March 12, 2013
Discussed March 26, 2013

From: John Urbahns, Division Director 
Community Development

Date March 6, 2013

Re: Downtown Improvement District Contract

In the 2013 CEDIT Plan, funds were appropriated for marketing activities. Such funds have been disbursed for support of the activities with organizations like Fort Wayne Allen County Economic Development Alliance. The attached contract for the Downtown Improvement District will be used for marketing, business and real estate development services regarding economic development activities described in DID's 2013 Action Plan.

We request that you approve the 2013 contract. Thank you for your attention to this important matter.