

1 **BILL NO. S-26-08-57**

2 SPECIAL ORDINANCE NO. S-_____

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4 **AN ORDINANCE** approving the 2026
5 CONTRACT FOR PROFESSIONAL
6 SERVICES BETWEEN ECONOMIC
7 IMPROVEMENT DISTRIC FOR THE
8 DOWNTOWN AREA OF THE CITY OF
9 FORT WAYNE – dba – “DOWNTOWN
FORT WAYNE” and the City of Fort
Wayne, Indiana by and through the
Division of Community Development.

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

12 **SECTION 1.** That the 2026 AGREEMENT FOR PROFESSIONAL
13 ECONOMIC DEVELOPMENT SERVICES by and between ECONOMIC
14 IMPROVEMENT DISTRIC FOR THE DOWNTOWN AREA OF THE CITY OF
15 FORT WAYNE – dba – “DOWNTOWN FORT WAYNE” and the City of Fort
16 Wayne, by and through its Division of Community Development, respectfully for:

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18 2026 funding professional management, communications,
19 marketing, business and real estate development services
20 regarding economic development activities for Downtown Fort
Wayne, Indiana;

21 involving a total cost of TWO HUNDRED FIFTY THOUSAND AND NO/100
22 DOLLARS – (\$250,000) all as more particularly set forth in said AGREEMENT
23 FOR ECONOMIC DEVELOPMENT, which is on file in the Office of the
24 Department of Purchasing, and is by reference incorporated herein, made a part
25 hereof, and is hereby in all things ratified, confirmed and approved.
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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.

Member of Council

APPROVED AS TO FORMAL LEGALITY

Malak B. Heiny, City Attorney

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

THIS CONTRACT is entered into as of the _____ day of _____, 2026 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 Fort Wayne".

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, and business and real estate development services with regard to economic development activities for Downtown Fort Wayne, Indiana, 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.** DOWNTOWN FORT WAYNE 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 2026 DOWNTOWN FORT WAYNE Business 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, 2026 and shall be completed in a timely manner as required by the City, but shall not extend beyond December 31, 2026.
- C. **Compensation.** The City and DOWNTOWN FORT WAYNE hereby agree that the fees paid to the DOWNTOWN FORT WAYNE will be a fixed amount of One Hundred Eighty-five Thousand Dollars (\$185,000) and shall be paid to DOWNTOWN FORT WAYNE for the Direct Business Services. A fixed amount of Sixty-five Thousand Dollars (\$65,000) is reserved to cover the expansion of the Clean and Green program into an additional 11 commercial corridors beyond the 99 blocks currently serviced by DOWNTOWN FORT WAYNE. Said amounts shall be paid in three installments, the first one of One hundred Twenty Five Thousand (\$125,000) of which will be due August 31, 2026 and two installments of Sixty-Two Thousand Five Hundred Fifty Dollars

(\$62,500), paid on September 30, 2026 and December 31, 2026. DOWNTOWN FORT WAYNE shall invoice the City for Direct Business Services already provided. Said invoice shall describe the activities and Direct Business Services performed by DOWNTOWN FORT WAYNE.

- D. **Capital Improvements Fund.** In addition, the City and the DOWNTOWN FORT WAYNE hereby agree that a sum of Sixty-five Thousand Dollars (\$65,000) shall be paid to the DOWNTOWN FORT WAYNE with the first installment in Section C (Compensation), to be held by the DOWNTOWN FORT WAYNE 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 DOWNTOWN FORT WAYNE agree that while it is the intent of both parties to fully expend this sum during 2026, such amounts not spent on capital interns and equipment will carry over for expenditure on the same terms and for the same specified purposes, in 2026. Any balance under this Section not expended by 12/31/2026 will be returned to the City.

DOWNTOWN FORT WAYNE shall include with each quarterly invoice, beginning with the second 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 Company 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 DOWNTOWN FORT WAYNE. Such changes, including any increase or decrease in in the amount of DOWNTOWN FORT WAYNE's compensation, if mutually agreed upon by the City and DOWNTOWN FORT WAYNE, shall be incorporated in written addenda to this Contract. DOWNTOWN FORT WAYNE 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 DOWNTOWN FORT WAYNE does not adequately perform the Direct Business Services hereunder. However, in no event may DOWNTOWN FORT WAYNE request a compensation adjustment due to variances between DOWNTOWN FORT WAYNE'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.** DOWNTOWN FORT WAYNE represents that it will be responsible for performance of the Direct Business Services. All Direct Business Services required hereunder will be performed by DOWNTOWN FORT WAYNE 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. **DOWNTOWN FORT WAYNE Records Maintenance.** DOWNTOWN FORT WAYNE 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.** DOWNTOWN FORT WAYNE shall comply with all applicable laws, ordinances, and codes of the State and Local governments.

1. DOWNTOWN FORT WAYNE Board certifies that in accordance with the reauthorization of the "Economic Improvement District of the City of Fort Wayne" by Special Ordinance No. S-66-15, on July 28th, 2015, as amended, and likewise pursuant to the requirements of IC 36-7-22-11, and the By-Laws governing the nomination of directors, the 2021 Board will consist of fifteen (15) members and that the majority of these members will be property owners within the District.

2.

I. **Independent.** By contracting with DOWNTOWN FORT WAYNE 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. DOWNTOWN FORT WAYNE is an entity wholly independent from the City and is service as an independent contractor under this Contract.

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

Signature
Jonathan Leist
Director, Community Development
City of Fort Wayne

Date

President
Downtown Improvement District

Date

DIGEST SHEET

TITLE OF RESOLUTION. Ordinance Approving the Awarding of the 2026 Contract for Economic Development Services by and between the Economic Improvement District for the Downtown Area of the City of Fort Wayne dba "Downtown Fort Wayne" and the City of Fort Wayne, Indiana, by and through Division of Community Development

DEPARTMENT REQUESTING RESOLUTION. Community Development Division

SYNOPSIS OF RESOLUTION. Approves the continued engagement with the Economic Improvement District for the Downtown Area of the City of Fort Wayne dba "Downtown Fort Wayne" and the City of Fort Wayne.

EFFECT OF PASSAGE. The approval of these funds allows continued and seamless collaboration between City Economic Development and Economic Improvement District for the Downtown Area of the City of Fort Wayne dba "Downtown Fort Wayne".

EFFECT OF NON-PASSAGE. There would be a potential loss of Economic Development services.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS).

Community Development Funds	\$250,000
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ASSIGNED TO COMMITTEE. Finance Committee Chair and Co-Chair

To: Common Council

From: Andrea Robinson, PhD
Community Development
Economic Development Administrator

Date: August 20, 2026

RE: Economic Improvement District for the Downtown Area of the City of Fort Wayne dba
"Downtown Fort Wayne"

In the 2026 CEDIT Plan, Council approved a total sum of Two Hundred Fifty Thousand Dollars (\$250,000) to be paid to "Downtown Fort Wayne". The sum of One Hundred Eighty-Five Thousand Dollars (\$185,000) shall be paid for Direct Business Services. Sixty-five Thousand Dollars (\$65,000) shall be paid to the "Downtown Fort Wayne" for expenditures 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.

The contract with the "Downtown Fort Wayne" will be used for marketing, business and real estate development services regarding economic development activities described in the DID's 2026 Action Plan and Capital improvement projects within the District.

We request that you approve the 2026 contract. Thank you for your attention to this important matter.