

#9
JUN 11 2015



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MEMORANDUM

Downtown Redevelopment – Council Memo ED15-024

DATE: JUNE 11, 2015

TO: MAYOR AND CITY COUNCIL

THRU: MARSHA REED, ACTING CITY MANAGER *MR*
MICAH MIRANDA, ECONOMIC DEVELOPMENT DIRECTOR *MM*

FROM: KIM MOYERS, DOWNTOWN REDEVELOPMENT MANAGER *KM*

SUBJECT: RESOLUTION NO. 4871 AUTHORIZING THE ENHANCED MUNICIPAL SERVICES DISTRICT (EMSD) AGREEMENT FOR FISCAL YEAR 2015-2016 BETWEEN THE CITY OF CHANDLER AND THE DOWNTOWN CHANDLER COMMUNITY PARTNERSHIP AND THE CITY'S VOLUNTARY CONTRIBUTION TO THE EMSD IN THE AMOUNT OF \$97,804 (\$118,804 MINUS \$21,000 AS DESCRIBED IN THE FIRST AMENDMENT OF THE STAGE COST SHARING AGREEMENT).

RECOMMENDATION: Staff recommends that City Council adopt Resolution No. 4871, authorizing the Enhanced Municipal Services District (EMSD) Agreement for Fiscal Year 2015-2016 between the City of Chandler and the Downtown Chandler Community Partnership and the City's voluntary contribution to the EMSD in the amount of \$97,804 (\$118,804 minus \$21,000 as described in the first amendment of the stage cost sharing agreement).

BACKGROUND: At the City Council meetings on March 26, 2015, and April 30, 2015, the Mayor and City Council took all actions necessary to renew the Downtown Chandler Enhanced Municipal Services District (District). Staff is requesting approval of an Enhanced Municipal Services District Agreement with the Downtown Chandler Community Partnership (DCCP). Through this action, the DCCP is designated as the entity that will manage and operate programs in the District.

The primary functions of representing District rate payers, developing the annual District budget and work plan, and items outlined in Exhibit B of the contract have remained the same.

The agreement also details the City's participation in the District. From a financial perspective, the \$118,804 represents the amount the City voluntarily contributes to the District. The contract also identifies how payments will be made from the City to the DCCP, both for City funds and for funds obtained through the assessment of private property owners through the Maricopa County Assessor's Office. Finally, the agreement outlines the baseline of City provided services that will be delivered during the term of the agreement.

The DCCP participated in the development of the agreement, including providing a budget and developing a work plan for the coming year. The DCCP Executive Board has officially approved the content of this agreement and looks forward to continuing as the administrator of the District.

DISCUSSION: Should Mayor and Council adopt Resolution No. 4871, Staff will proceed to process a check to the DCCP in order to provide them with the first City voluntary payment prior to July 15, 2015, as specified by the contract.

FINANCIAL IMPLICATIONS: Assessments for privately owned property in the District total \$145,163. Staff has forwarded the Assessment Roll to Maricopa County for inclusion in the Fall property tax bills. The City's voluntary contribution of \$118,804 less \$21,000 for the amendment to the stage cost sharing agreement have been included in the Downtown Redevelopment budget for Fiscal Year 2015-2016. The total amount of the District budget for Fiscal Year 2015-2016 is \$263,967.

PROPOSED MOTION: Move City Council adopt Resolution No. 4871, authorizing the Enhanced Municipal Services District (EMSD) Agreement for Fiscal Year 2015-2016 between the City of Chandler and the Downtown Chandler Community Partnership and the City's voluntary contribution to the EMSD in the amount of \$97,804 (\$118,804 minus \$21,000 as described in the first amendment of the stage cost sharing agreement).

Attachments: Resolution No. 4871
EMSD Agreement Fiscal Year 2015-16

RESOLUTION NO. 4871

RESOLUTION APPROVING THE ENHANCED MUNICIPAL SERVICES AGREEMENT FOR FISCAL YEAR 2015-2016 BETWEEN THE CITY OF CHANDLER AND THE DOWNTOWN CHANDLER COMMUNITY PARTNERSHIP IN THE AMOUNT OF \$97,804

WHEREAS, the Mayor and Council of the City of Chandler, Arizona (the "City"), initiated a district known as City of Chandler, Arizona, Downtown Chandler Enhanced Municipal Services District (the "District") by the adoption of Resolution No. 3905 (the "Resolution of Intention"); and

WHEREAS, the Mayor and Council did make an annual statement and estimate of the expenses of the District for the fiscal year commencing July 1, 2015 and ending June 30, 2016; and did assess the total sum upon the several lots within the District; and

WHEREAS, Mayor and Council adopted Resolution No. 4855 approving the 2015-2016 annual assessment for the Downtown Chandler Enhanced Municipal Services District; and

WHEREAS, the Downtown Chandler Community Partnership ("DCCP") is designated the entity to manage and operate programs in the District through the annual renewal of the Downtown Chandler Enhanced Municipal Services Agreement (the "Agreement"); and

WHEREAS, the Enhanced Municipal Services District functions of representing district ratepayers, developing the annual District budget and work plan, and monitoring performance and provision of District services have been maintained; and

WHEREAS, beginning with Fiscal Year 2013-2014, and for each fiscal year thereafter, the Agreement has been modified from the previous form of the Agreement to change how reserves are accounted for, and how unused funds from the prior year are programmed; and

WHEREAS, the Agreement, as modified, describes a work program to be performed by the District and City maintained baseline service levels for the period beginning July 1, 2015 and ending June 30, 2016; and

WHEREAS, the Agreement, as modified, pledges the City's commitment to pay a voluntary contribution to the District and identifies two equal installments to be made to the DCCP on or before July 15, 2015 and January 15, 2016; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AS FOLLOWS:

Section 1. The annual Downtown Chandler Enhanced Municipal Services Agreement with the DCCP for Fiscal Year 2015-2016 is approved.

Section 2. As part of the Agreement, the City is hereby authorized to pay to the DCCP, as a voluntary contribution to the District, the total sum of \$97,804.00 in two equal installments in accordance with the schedule of payments set forth in the Agreement

Section 3. The City Clerk shall certify the fact and date of such approval on the duplicate copies of the Downtown Chandler Enhanced Municipal Services Agreement for Fiscal Year 2015-2016.

PASSED AND ADOPTED by the Mayor and Council of the City of Chandler, Arizona, on _____, 2015.

Jay Tibshraeny, Mayor

ATTEST:

Marla Paddock, City Clerk

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 4871 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of _____, 2015, and that a quorum was present thereat.

Marla Paddock, City Clerk

APPROVED AS TO FORM:

Kay Bigelow, City Attorney

GAB

DOWNTOWN CHANDLER ENHANCED MUNICIPAL SERVICES AGREEMENT FOR FISCAL YEAR 2015-2016

THIS AGREEMENT is entered into effective July 1, 2015, by and between the CITY OF CHANDLER, an Arizona municipal corporation (the "City"), and DOWNTOWN CHANDLER COMMUNITY PARTNERSHIP, an Arizona non-profit corporation (the "DCCP").

RECITALS

WHEREAS, the City desires to obtain certain enhanced municipal services for a portion of the downtown area of Chandler, and, pursuant to the authority granted under Section 48-575 of the Arizona Revised Statutes, has established the Downtown Chandler Enhanced Municipal Services District by Resolution No. 3905 to fund such services within the geographic area described therein and depicted in attached Exhibit "A" (the "District"), and has established an assessment for properties within the District to fund such enhanced services; and

WHEREAS, the DCCP is willing and able and desires to provide such enhanced municipal services for the District; and

WHEREAS, the City and the DCCP entered into a cost sharing agreement, dated June 18, 2014, for the design, construction and maintenance of a performance stage located within the City's Municipal Complex in the downtown area, and have recently entered into a first amendment to said cost sharing agreement, which is expected to affect the City's annual voluntary contribution toward participation in the cost of the District;

NOW, THEREFORE, in consideration of the recitals and the mutual obligations of the parties contained herein, each of them does hereby covenant and agree with the other as follows:

SECTION 1 **SCOPE OF SERVICES**

1.1. **Purpose.** The purpose of this Agreement is to establish and carry out a strategy for providing enhanced municipal services within the District, including management, promotion and security services, so as to increase the economic and civic value of the downtown area of Chandler.

1.2. **Description of Services.** During the term of this Agreement and in order to further the purpose of this Agreement, the DCCP shall perform the enhanced municipal services described in attached Exhibit "B", which at a minimum shall include the services described in Sections 1.3 through 1.5 below.

1.3. **Marketing and Promotions.** The DCCP shall promote the District, including all of its individual market and geographic segments, through the development and implementation of a total promotional campaign and marketing plan, including but not limited to: publications; facilitating the production by others of special events and festivals; and an advertising and publicity campaign.

1.4. **Safety and Beautification.** The DCCP shall develop programs that improve the physical environment of the District and enhance public safety services. In addition, the DCCP shall provide

supplemental streetscape and public area maintenance services within the District to ensure cleanliness, litter control, debris removal and weed control of sidewalks, alleyways, and public areas, through a maintenance program and communication with private property and business owners and the City.

1.5. **Downtown Management Assistance.** The DCCP or its staff shall be the point of contact on a daily basis for issues affecting District ratepayers so that issues can be resolved expeditiously.

1.6. **Compliance with Laws.** In providing any and all of the services described in this Agreement, the DCCP shall comply with all applicable laws, ordinances and codes of the United States, the State of Arizona, and the City of Chandler.

1.7. **General Administration.** The DCCP shall maintain high standards in the conduct of its internal and external business affairs, and shall maintain a high public integrity.

1.8. **Coordination With The City.** In order that this Agreement may be considered for renewal for fiscal year 2015-2016, the DCCP shall:

a. Provide, for approval by the City, (i) any recommended modifications to the description of the scope of services described in attached Exhibit "B" or otherwise described in this section 1 of this Agreement, (ii) a detailed operating budget that meets the modified scope of services, (iii) an accounting of anticipated and existing carryforward and how it will be utilized during the timeframe of this agreement. The proposed modifications and the operating budget including carryforward shall be submitted to the City by March 27, 2015 and the City shall take action on both items prior to June 28, 2015.

b. Provide, for the term of this Agreement, quarterly progress reports to the City within thirty (30) days following the months of September, December, March and June, and such additional reports as may be reasonably requested by the City.

c. Provide monthly financial statements and an independent audit report of expenditures and program compliance within one hundred twenty (120) days following the end of the fiscal year covered by this Agreement and within ninety (90) days following the termination of this Agreement. The City may also choose to perform its own audit. The financial statements and audit shall utilize fund accounting and distinguish between restricted and unrestricted revenues per the Financial Accounting Standards Board Accounting Standards Codification (ASC) 958 as follows:

1. *Unrestricted Net Assets:* Those funds that have no donor or contributor stipulations. These include member dues and prior savings from pre-District fundraising done by DCCP. If this contract is not renewed, all funds in this category are retained by the DCCP.

2. *Temporarily Restricted Net Assets:* Those funds that have donor-imposed restrictions that can be fulfilled in one of two ways – passage of a defined period of time (time restricted) or by performing defined activities (purpose restricted). This includes assessment revenues, the voluntary City contribution, sponsorships, and event income for those events funded and/or staffed by the District. Temporarily restricted assets may only be used for District purposes in line with the duties outlined in Sections 1.3 through 1.5, not general DCCP purposes. Any monies

carried forward in to the next fiscal year from this category, will remain in this classification. If this contract is not renewed, all funds in this category must be returned to the City.

3. *Permanently Restricted Net Assets*: Those funds that are donated for a specific and restricted use, such as an endowment. Currently, no such assets exist in the District and disposition of any funds secured during the term of this contract will be decided between the parties.

d. Provide assistance to the Maricopa County Assessor, the Maricopa County Treasurer, and the City in the assessment of the District. DCCP shall be responsible for maintaining an accurate roll of land use and property ownership information, the development of proposed assessment lists, and the scheduling of events leading to assessment hearings and other appropriate public hearings and notifications to be conducted during the fiscal year covered by this Agreement for the next fiscal year.

1.9. **Continuance of City Service Levels.** The City shall continue to provide within the District the same level of municipal services as described in attached Exhibit "C".

SECTION 2 **EFFECTIVE DATE**

2.1. **Term.** This Agreement shall be for the City's fiscal year beginning July 1, 2015 and ending June 30, 2016.

SECTION 3 **COMPENSATION**

3.1. **Remittance of Assessments.** The City agrees to remit to the DCCP, for the services to be rendered by it under this Agreement, an amount equal to the annual assessment of the Chandler Enhanced Municipal Services District as collected and distributed by the Maricopa County Treasurer for fiscal year 2015-2016. Payments by the City shall be made to the DCCP when received by the City from the Maricopa County Treasurer.

3.2. **Voluntary Contribution.** The City shall pay to the DCCP a voluntary contribution of \$97,804 (Ninety seven thousand, eight hundred and four dollars) in two equal installments, the first on or before July 15, 2015, and the second on or before January 15, 2016. This amount takes into account the financial arrangements described in the first amendment to the cost sharing agreement referenced in the Recitals to this Agreement.

3.3 **Reserve Fund.** The DCCP shall establish a contingency fund as a reserve to use as operating funds for fiscal year 2015-2016. The reserve will be sufficient enough to use as operating funds until such time that the City receives assessment funds from Maricopa County. The DCCP Board may set and carry a reserve level not to exceed 20% of that years' assessment. If the DCCP Board wishes to accumulate funds for a specific project in addition to the 20% reserve, a written proposal may be submitted to the City for consideration. Upon City approval, Temporarily Restricted Funds may be earmarked for the project; however, if the project does not move forward in the agreed upon timeframe, the monies will be returned to the general Temporarily Restricted Funds and the reserve spent down.

SECTION 4
INSURANCE AND INDEMNIFICATION

4.1 **Indemnification:** The DCCP agrees to indemnify, defend and save harmless the City, its Mayor and Council, appointed boards and commissions, officials, officers, employees, individually and collectively; from all losses, claims, suits, actions, payments and judgments, demands, expenses, attorney's fees, defense costs or actions of any kind and nature resulting from personal injury (including bodily injury and death) to any person, including employees of the DCCP or any subcontractor or consultant of the DCCP employed by the DCCP, or damage to any property, arising or alleged to have arisen out of the negligent performance of the DCCP for the work to be performed hereunder, except any such injury or damages arising out of the sole negligence of the City, its officers, agents or employees. It is the intention of the parties to this contract that the City, its Mayor and Council, appointed boards and commissions, officials, officers and employees, individually and collectively, are to be indemnified against their own negligence unless and except their negligence is found to be the sole cause of the injury to persons or damages to property.

4.2 **Insurance:** The DCCP shall provide insurance coverage in the amount and type, and subject to the conditions, as set forth in attached Exhibit "D".

SECTION 5
TERMINATION

5.1. **Automatic Termination.** This Agreement shall terminate automatically if either of two conditions applies:

- a. At the end of the fiscal year covered by this Agreement if the DCCP budget is not approved and/or renewal of the Agreement is not approved by the Chandler City Council.
- b. The DCCP ceases to exist.

5.2. **Optional Termination.** Either party may terminate this Agreement during its term upon giving the other party at least sixty (60) days written notice of such desired termination.

5.3. **Effect of Early Termination.** Upon early termination of this Agreement, the assets of the DCCP shall become the assets of the City, with the exception of the verified Unrestricted Net Assets, and the City's voluntary contribution shall be terminated immediately.

SECTION 6
MISCELLANEOUS PROVISIONS

6.1. **Binding Agreement; Assignment:** This Agreement shall be binding upon the successors and assigns of the parties. However, no party shall have the right to assign this Agreement or any interest in this Agreement without the prior written consent of the other party.

6.2. **Notices:** Any notice, demand or request provided for in this Agreement shall be in writing and shall be deemed properly served, given or made if delivered in person or sent by registered or certified mail, return receipt requested, pre-paid to the parties as specified below.

If to the City: City of Chandler
 City Manager's Office
 Mail Stop 605
 P.O. Box 4008
 Chandler, AZ 85244-4008

 City of Chandler
 Economic Development Division
 Mail Stop 416
 P.O. Box 4008
 Chandler, AZ 85244-4008

If to the DCCP: Downtown Chandler Community Partnership
 25 S. Arizona Place #330
 Chandler, AZ 85244

6.3. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. This Agreement has been made and entered into in Maricopa County, Arizona.

6.4. **Waiver.** No waiver by either party of any breach of any of the terms, covenants or conditions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same for any other term, covenant or condition herein contained.

6.5. **Attorney's Fees.** In the event of any actual litigation between the parties in connection with this Agreement, the party prevailing in such action shall be entitled to recover from the other party all of its costs and fees, including reasonable attorney's fees, which shall be determined by the court and not by the jury.

6.6. **Exhibits.** The exhibits attached hereto are incorporated herein by this reference as though fully set forth herein.

6.7. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein.

IN WITNESS WHEREOF, the City has caused this agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and DCCP has signed the same on or as of the day and year first written above.

CITY OF CHANDLER, an Arizona municipal corporation

By: _____
Jay Tibshraeny, Mayor

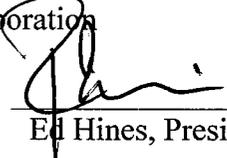
ATTEST:

City Clerk

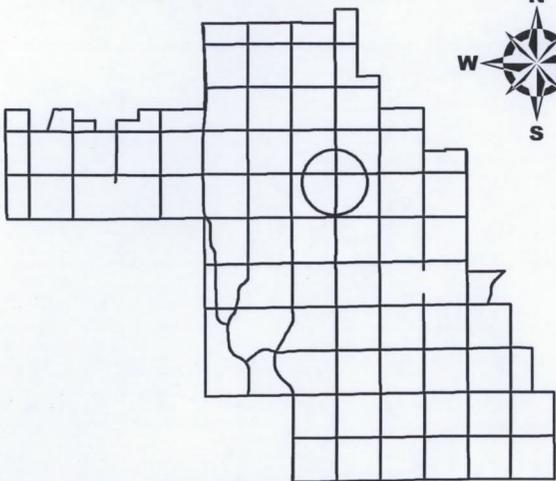
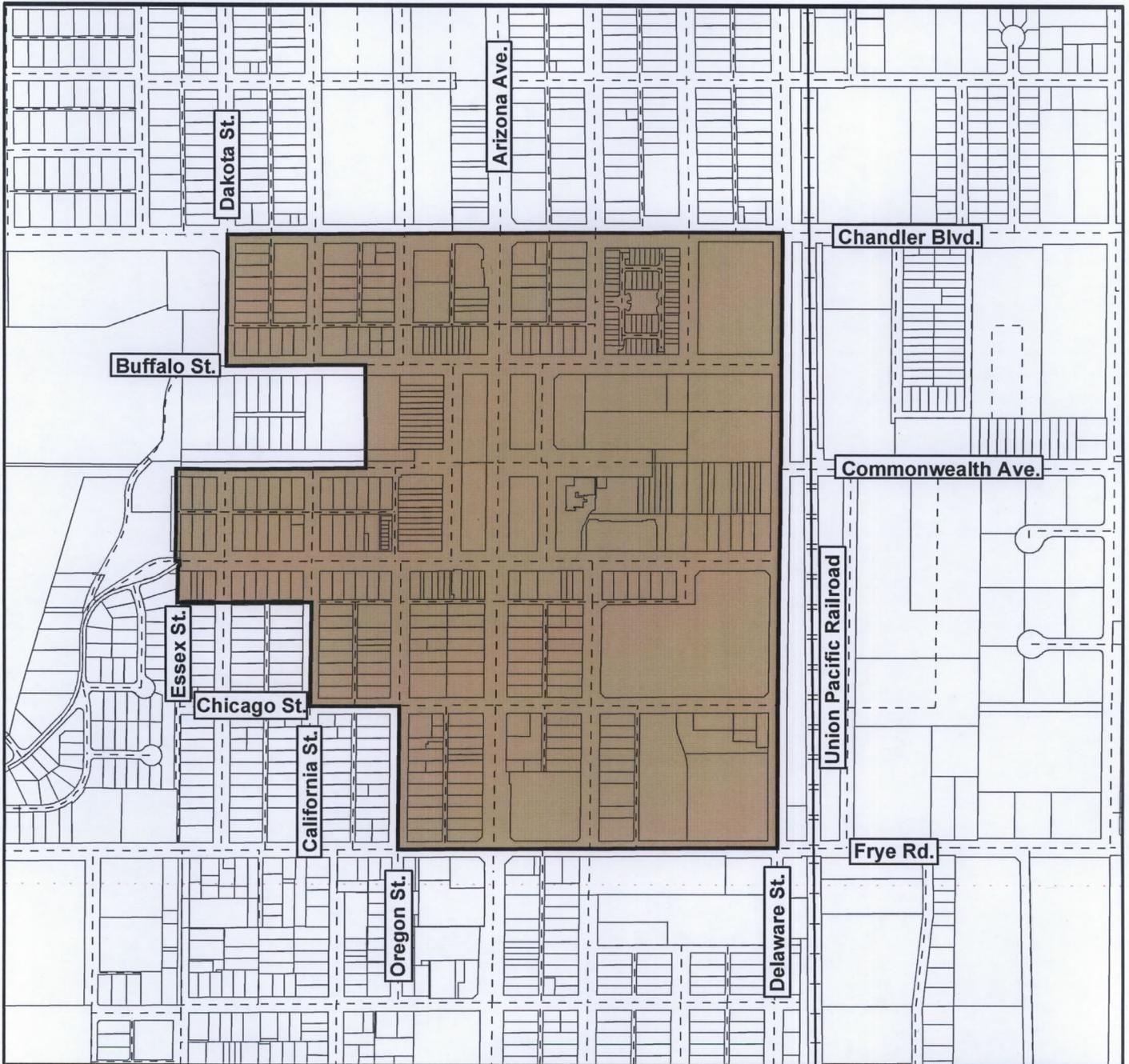
APPROVED AS TO FORM:

City Attorney *GAB*

DOWNTOWN CHANDLER COMMUNITY PARTNERSHIP, an Arizona non-profit corporation

By:  _____
Ed Hines, President

ATTEST:

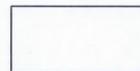


Boundary Map

Exhibit A



**City of Chandler
Enhanced Municipal
Services District**



Parcels



Streets



Railroad

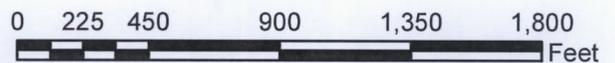
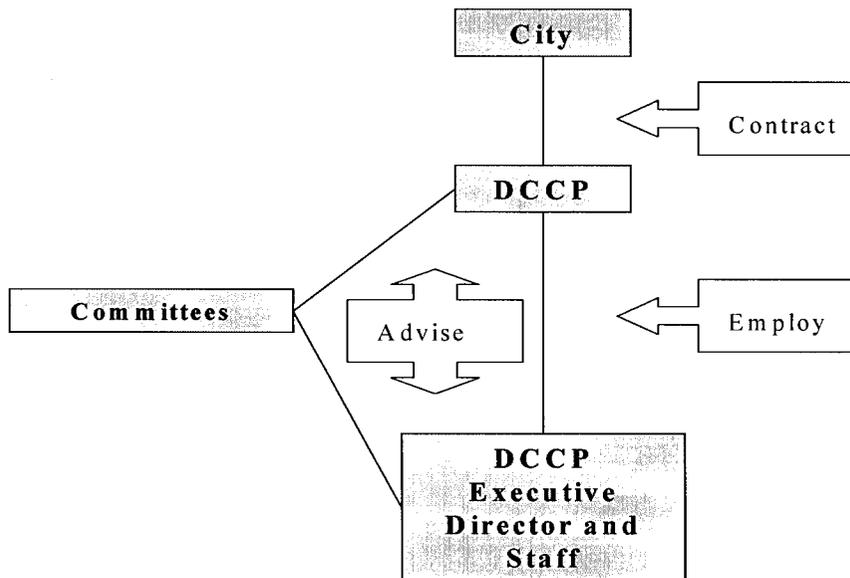


EXHIBIT B

DOWNTOWN CHANDLER ENHANCED MUNICIPAL SERVICES DISTRICT OPERATING PLAN FISCAL YEAR 2015-2016

- (1) **Organizational Structure:** The primary activities to be undertaken in the Enhanced Municipal Services District include Marketing and Promotions, Enhanced Public Safety and Downtown Management. The Downtown Chandler Community Partnership (DCCP) will maintain the existing Marketing, Business Development and Ambassadors committees to further efforts to provide a multifaceted unified downtown organization.

Downtown EMSD



- (2) **Accountability:** The DCCP will maximize accountability to downtown property and business owners through active working committees that will provide advice and ideas with DCCP Board input. The DCCP will:
- Develop and recommend an annual District budget and work plan to the DCCP board. DCCP will then present the budget and work plan to the City of Chandler.
 - Serve as a liaison between downtown property and business owners and the DCCP board.
 - Monitor the performance and provision of District services.

- Provide input into the annual personnel evaluations of the DCCP Executive Director.:-

- (3) **Board Governance:** The DCCP shall represent all ratepayers within the District. A mix of large and small property and/or business owners will be sought, as well as different use types including office, retail, hotel, restaurants, services, *etc*, to serve on the various committees. The Vice President of District Relations serves on the DCCP board to specifically represent the constituents of the EMSD.

Planned Activities for FY2015/16:; A newsletter is distributed to merchants and property owners to notify them on upcoming meetings/events and ongoing project updates. Quarterly merchant meetings and property owners meetings are held throughout the year. In addition, an online calendar of all committee, board and special event meetings is updated throughout the year and sent out to merchant/property owners.

- (4) **Annual Meetings, Surveys and Financial Audit:** In order to maximize accountability to assessment payers, the District shall utilize at a minimum the following communications procedures that are common to enhancement districts generally:

- An annual meeting which presents the proposed work program and budget for the upcoming year;
- An annual assessment payer satisfaction survey to determine areas of strength, weakness and opportunity within the work program;
- An annual independent audit of the use of District funds.
- Planned Activities for FY2015/16: An annual audit will be completed in line with contract requirements. Surveys for various events throughout the year will be sent to merchants after they take place for feedback.

- (5) **District Programs:** The Downtown Chandler Community Partnership (DCCP) will provide the following programs for the term of this contract. The DCCP may amend program activities in subsequent years within the general categories authorized by state law and in the annual operating plan and budget. Based upon feedback from Downtown stakeholders, the following programs will be undertaken for the Downtown Chandler Enhanced Municipal Services District:

- **Marketing, Promotions and Special Events:** Initiatives will be undertaken to enhance the overall image and marketability of Downtown Chandler to attract a wide array of consumers and promote Downtown shops, restaurants, lodging, recreation and other attractions. The District will set annual priorities for marketing projects. Projects will include:
 - Public relations to raise regional awareness of Downtown and its unique restaurants, shops, and attractions.

- Map and Directory to help consumers find their way around Downtown and to locate specific venues.
- Collaborative marketing among the various merchants and vendors in order to leverage marketing funds and resources.
- Downtown website that maintains current information on Downtown businesses, special events and contact information for Downtown personnel and services.
- Ongoing research to better understand who is shopping in Downtown Chandler and what shops, services, restaurants and events are gaining the biggest consumer draw.
- Communications including the publication of a periodic newsletter and annual stakeholder surveys to determine the overall satisfaction with and effectiveness of District programs.
- Promotional support for special events that attract consumers and convey a positive image for Downtown.
- Business support activities to help existing businesses to understand market opportunities improve merchandising and succeed in Downtown.
- Marketing, design and financing initiatives to improve the availability of parking for employees, customers and visitors.
- Planned Activities for FY2015/16: The Marketing Committee will continue to raise awareness about Downtown Chandler and the new DC brand through social media and advertising. Billboards, banners, direct mail and various other marketing strategies will be implemented. In addition, the DCCP will continue to maintain the kiosks along Arizona Ave including a map directory and event listing.
- ***Business Development:*** The committee has been renamed to Business Development to refer to all the activities and outreach the committee undertakes to help Downtown businesses succeed. To improve perceptions and the general experience of for Downtown visitors, business and property owners, the Business Development Committee will work to improve the physical environment in Downtown. The Committee will explore services beyond those currently provided by the City including:
 - Communications: The District will maintain ongoing communications with law enforcement as well as with Downtown business and property owners and other constituents to enhance the level of safety in Downtown.

- **Improve Physical Environment:** Working with the City, the Committee will look for opportunities to improve lighting, make temporary parking lots more functional, and look for opportunities to improve common areas. This includes additional efforts to keep Downtown clean and beautiful beyond the City provided services.
- **Beautification:** The Committee will explore ideas for increasing the beauty of Downtown through art and other improvements. Ideas may include cosmetic improvements that make Downtown more visually attractive, including the installation of directional/way finding signage and public art with City approvals.
- **Planned Activities for FY2015/16:** The Business Development committee will continue to collaborate with City staff -on the construction of the stage, The Marketing committee will collaborate with City staff on the programming of the stage. The Business Development committee will also continue to explore the potential expansion of the district and continue to make Downtown Chandler a clean and safe area.
- ***Ambassadors:*** The Ambassador Committee will continue to improve the Ambassador program to share information about Downtown. This will be accomplished by providing a uniformed presence at special events, handing out brochures and being available to answer public questions. As Ambassadors are volunteers, DCCP will provide ongoing training to ensure they are knowledgeable and aware of relevant safety procedures.
- ***Downtown Management:*** In order to manage and implement the preceding marketing and promotions, Business Development and Ambassador services, the DCCP has hired an Executive Director to serve as full-time District Manager to direct District programs. The Executive Director will be responsible for:
 - Direct and provide creative input into marketing strategies and programs to promote Downtown as a destination;
 - Manage and support District programs and personnel;
 - Be a point of contact for assessment payers so that District issues can be addressed as they arise. The Executive Director would also undertake ongoing outreach with assessment payers to communicate the District's mission effectively.
 - Communicate with assessment payers through periodic newsletters and faxes, web page enhancements, frequent and regular in-store visits, and meetings and forums to keep assessment payers ~~appraised~~apprised of the District's activities.
 - Represent the District in policy and advocacy issues that affect Downtown.

- Leverage assessment dollars by generating additional program revenues, including grants, sponsorships, memberships and earned income.
- Enter in to Memorandums of Understanding (MOUs) and Letters of Agreement (LOAs) with the City to implement projects that support the mission of the District, on projects that require special consideration and agreement. Current MOUs and LOAs that are in effect as of the date of this agreement include:
 - Bike Racks (signed 2009)
 - Tower Banners (signed 10/07/09)
 - Parking Bumpers (signed 2008)
 - West Ramada Murals (signed 11/18/11)
 - Building Lightline (signed 6/5/12)
 - Directional Wayfinding Signage (signed 7/27/12)
 - Special Event Lightpoles (signed 2/6/13)

Upcoming MOU/LOA's for FY2015-2016:

- Holiday Lights (no formal LOA)
- Chandler Jazz Festival Event Management MOU

- (6) **Staffing:** In FY 2015-2016, the District will continue to have an Executive Director, full-time Events and Communications Manager, and two part-time Events Coordinator positions. The District will continue to make use of contract staff to support their need for assistance in events, marketing and beautification.
- (7) **Carryforward Spending Plan:** With the close of FY14-15, a carryforward of unspent revenues in the DCCP account is projected to total \$186,212.11. Of this amount, \$79,055.11 is non-District monies and represents membership dues and other DCCP specific funds. The remaining \$107,157.00 of restricted District monies will be programmed as follows:

Activity	Amount	Remaining Balance
Beginning Balance		\$107,157.00
Capital Improvements	\$6,000	\$101,157.00
Expansion of District	\$10,000	\$91,157
Web and Social Media Overhaul	\$12,000	\$79,157
Enhanced General Maintenance	\$14,5000	\$64,657
Capital Replacement Fund	\$16,500	\$48,157

The remaining \$48,157 will be held in reserve in line with the reserve limit of 20% set forth in the FY15-16 agreement between the City and DCCP for the management of the District.

EXHIBIT C
FY2015-2016

City Services to Be Provided to Downtown

Downtown Redevelopment Staff

- Assist in the creation of Development Agreements for downtown redevelopment projects
- Facilitate the coordination of downtown redevelopment projects between city staff and developers
- Monitor development agreements with downtown developers to help insure timely project completion
- Assist in the development and marketing of Request for Proposals seeking developers for large scale redevelopment projects
- Recruit new businesses to Downtown Chandler
- Manage the Colonnade Sign Grants program
- Initiate and implement the various projects and activities of the City's Downtown program including capital improvement projects and ongoing property management and maintenance.
- Attend trade shows to market Downtown Chandler to potential developers

City of Chandler Police Department

- Traditional-type patrol officers are assigned to the area in marked police cars to respond to routine calls for service.
- The bicycle team is available for enforcement in Downtown Chandler.
- Crime prevention personnel are available to offer advice regarding crime prevention through environmental design and/or business practice.
- Specialized enforcement as needed for criminal activity.

City of Chandler Public Works Department

- Perform street sweeping weekly
- Inspect storm drains and inlets twice annually and clean as needed
- Perform concrete and asphalt repairs as needed
- Inspect pavement markings once per year and redo as needed
- Repair traffic signs as needed

City of Chandler Downtown Maintenance Costs Chandler Park Maintenance

Downtown Storefront Maintenance Costs

- Sidewalk cleaning including mechanical sweepers and blowers, emptying trashcans, and cleaning trash can lids twice per week. Pick up trash once per week.
- Cleaning of sidewalks twice per month with a mechanical scrubber.

Landscaping Behind San Marcos Place Storefronts

- Pick up trash twice per week.
- Prune shrubs six times per year.

Breezeway Cleaning

- Maintenance tasks including cleaning of breezeway with mechanical sweepers, emptying trashcans twice per week.
- Pick up trash twice per week.

Sidewalk Flower Pots

- Maintenance tasks including re-planting (approximately April/October), weeding and fertilizing twice per year.
- City provides water for all pots on the Parks irrigation system. City provided pots without an automatic watering system will be watered by the store owner adjacent to the pots.
- Staff will communicate upcoming planting dates to Downtown personnel.

Parking Lot Sweeping

- Sweep city parking lots/courts with motor sweeper monthly.

A.J. Chandler Park

- Maintain A.J. Chandler Park including mowing, fertilizing and watering of grass, maintenance of trees and other plant material and cleaning open space ramada areas including maintenance of landscaped medians.

City of Chandler Building and Facilities

Downtown Period & Colonnade Lighting & Repairs

- Pay for annual electrical APS utility costs on existing lighting.
- Perform colonnade lighting repairs including light bulb, ballast, lenses, breaker repair and replacement on existing lighting including gooseneck lighting and sternbergs.



DOWNCHA-01

RLAND

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/10/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Johnson Insurance Arizona 1001 W Southern Ave, Suite 101 Mesa, AZ 85210	CONTACT NAME: PHONE (A/C, No, Ext): (480) 733-1944 FAX (A/C, No): (877) 254-8586 E-MAIL ADDRESS: <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A : Secura Insurance Companies</td> <td style="border: none;">22543</td> </tr> <tr> <td style="border: none;">INSURER B :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER C :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F :</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Secura Insurance Companies	22543	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER F :															
INSURED Downtown Chandler Community Partnership PO Box 3356 Chandler, AZ 85224															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	CP3165566	07/10/2014	07/10/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			A3165567	07/10/2014	07/10/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CU3165568	07/10/2014	07/10/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ Aggregate \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Chandler, its agents, representatives, officers, directors, officials, and employees are additional insureds. A waiver of subrogation in favor of additional insured applies.

CERTIFICATE HOLDER**CANCELLATION**

City of Chandler 55 N. Arizona Place, 2nd floor Chandler, AZ 85225	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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RLAND

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/10/2014

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Arizona Department of Health Services Farmers' Market Nutrition Program 150 N 18th Ave, Ste 310 Phoenix, AZ 85007	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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