

11
FEB 08 2007



Chandler • Arizona
Where Values Make The Difference

MEMORANDUM Downtown Redevelopment – Council Memo DT07-014

DATE: January 26, 2007

TO: Mayor and City Council

THRU: W. Mark Pentz, City Manager 
Richard K. Mulligan, Economic Development Director 

FROM: Jeanne Bosarge, Downtown Assistant 

SUBJECT: Downtown Improvement Fund for F&F Designs, L.L.C.,
dba Art on Boston

RECOMMENDATION: Staff recommends approval of a Downtown Improvement Fund matching grant not to exceed \$50,000.00 for the purpose of construction of tenant improvements at 11 W. Boston Street, Suite 1.

BACKGROUND/DISCUSSION: The City has created the Downtown Improvement Fund (DIF) for the purpose of encouraging investment by viable retail and restaurant businesses that will generate employment and complement the current business mix in Historic Downtown Chandler. Specifically, the aforementioned funds are to be used to reimburse the property or business owner for up to \$50,000 or half of the costs, whichever is less, associated with the necessary tenant improvements to renovate the space for the specified retail use in the Downtown Improvement Fund Target Area.

F&F Designs, L.L.C., dba Art on Boston, is leasing approximately 2,100 square feet of space located at 11 W. Boston Street, Suite 1. The owners of Art on Boston propose a new concept of providing working studio space for professional artists to create artwork in a beautiful, bright, spacious and energized surroundings with an area to exhibit their creations. The artists are also encouraged to teach classes in one of the two classrooms.

F&F Designs, L.L.C., dba Art on Boston, has requested City participation in the construction of tenant improvements using existing DIF matching grant funds. Staff recommends using existing DIF funds to accomplish the renovation of the interior of this building. Total costs for the tenant improvements are estimated at \$163,780.00.

Improvements to the space will include the installation of lighting fixtures, ceiling fans, retail display cases, two classrooms/meeting spaces, carpet, and tile.

The goal of the owners of F&F Designs, L.L.C., dba Art on Boston, is to create a unique destination for art enthusiasts, and this working artist space will add a positive influence of creative personalities in downtown and promote art and artists to attract more people to the historic downtown area.

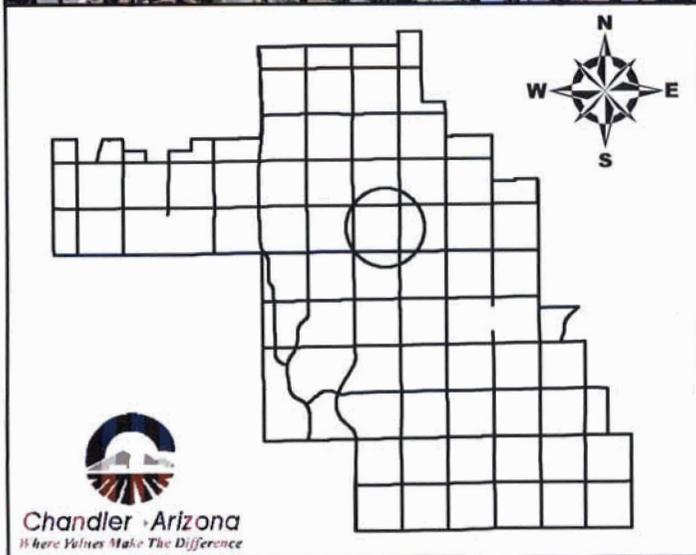
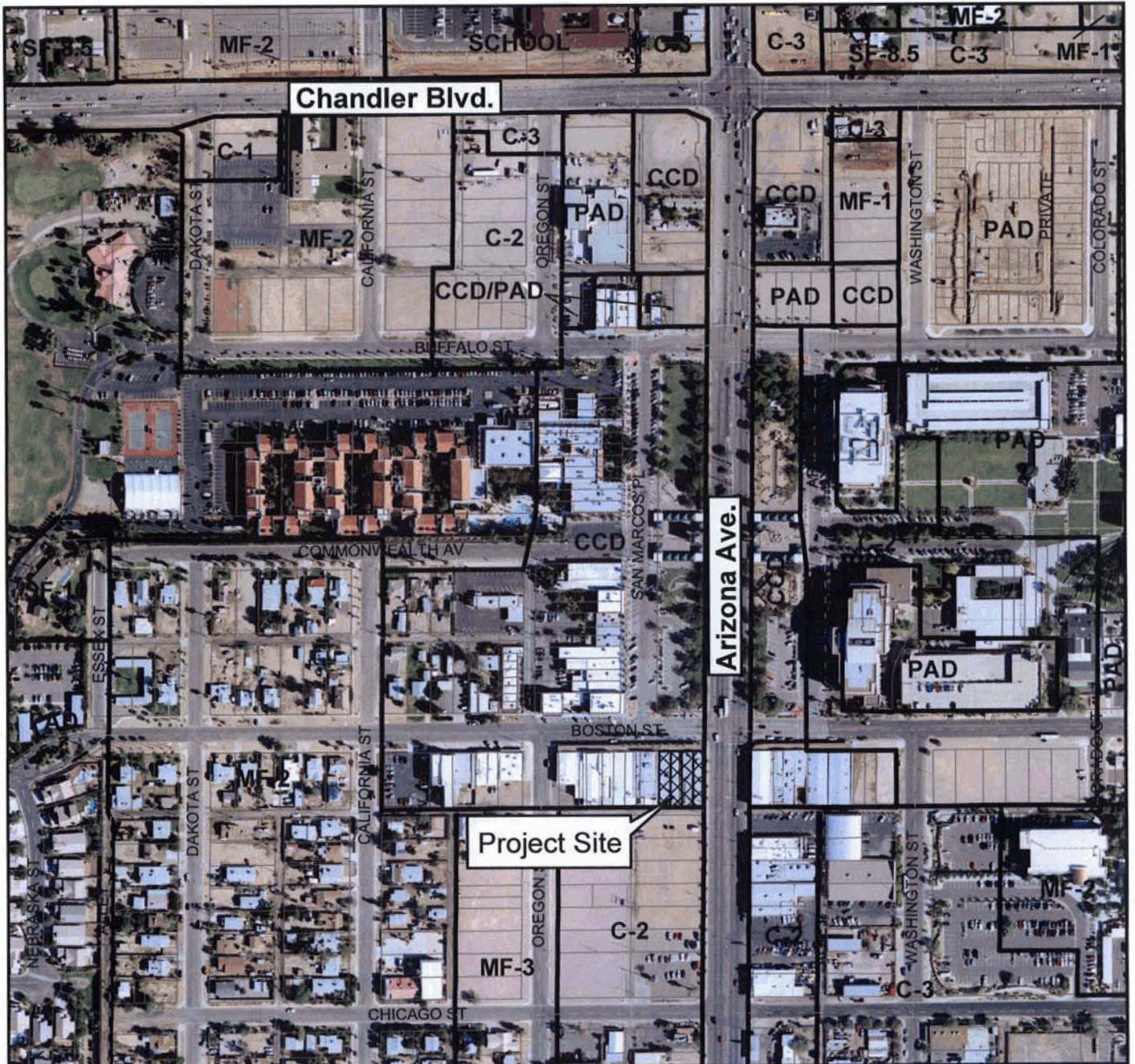
Staff is recommending that an amount not to exceed \$50,000.00 be granted for reimbursement of tenant improvement costs to the owners upon completion of the project, receipt of the Certificate of Occupancy, and confirmation by staff of tenant improvement costs to meet requirements of the DIF program.

FINANCIAL IMPLICATIONS: The funding source of this matching grant is available in the Downtown Improvement Fund in cost center 1540.

PROPOSED MOTION: Move to authorize a DIF matching grant in an amount not to exceed \$50,000 to F&F Designs, L.L.C., dba Art on Boston, for the purpose of construction of tenant improvements for property located at 11 W. Boston Street, Suite 1 and authorize the Economic Development Director to execute all documents necessary to complete the grant.

Attachments:

- Vicinity map
- Tenant Improvement Summary
- Matching Grant Agreement with Exhibits



Vicinity Map

Project Site

**ART ON BOSTON
ARROW PHARMACY BUILDING
11 W BOSTON STREET, SUITE 1**

CITY OF CHANDLER 9/13/2006

Estimated Tenant Improvement Costs

Item	Work to be done by:	Estimated Cost
Professional Fees	Architect: I.O Design	6,500.00
	Legal: Riggs Law	1,000.00
Accordion Wall for Classroom	Hufcor, Mesa	7,000.00
Kitchen Cabinetry to be attached to wall, installation	IKEA	3,250.00
Contractors TI Estimate	A. Westwood Construction	146,030.00

Estimated Total Cost: \$ 163,780.00



COMMERCIAL * RESIDENTIAL

Licensed / Bonded / Insured

ESTIMATE

Proposal for F&F Designs, LLC dba Art on Boston:

Description	Cost
Framing & Drywall of leased area at 11 W. Boston Suite #1, Chandler, AZ. Build out of leased area per architectural plans to include: interior walls, classroom, back storage/studio room, and kitchenette.	25,000.00
Drop Ceiling over classrooms, back storage/studio room per architectural drawings	2,680.00
Ceiling Air Vent – Industrial exhaust fan per drawings	4,000.00
Installation of Air Conditioning ductwork per architectural drawings.	18,000.00
Air Freshener/Conditioner -	1,600.00
Cutting and Refilling concrete for plumbing for utility sinks and kitchenette.	3,600.00
Finished Concrete Flooring: - color and sealant	9,000.00
Flooring: smoothing concrete	3,300.00
Electrical work and lighting for entire suite per architectural drawings.	26,900.00
Interior doors and windows.	6,000.00
Painting the leased area per client instructions.	6,300.00
Woodwork: Installation of finishing moldings and baseboards throughout entire leased space.	2,000.00
Countertop and sink for Kitchenette.	2,200.00
Plumbing for Utility and Food sinks, Refrigerator, per architectural drawings.	14,000.00
Appliances: Refrigerator, Dishwasher	3,100.00
Reverse Osmosis for Kitchenette	4,000.00
Sprinkler System.	3,750.00
Fire and Security Alarm Systems	3,600.00
Running Phone & Cable throughout leased space.	3,000.00
Miscellaneous: Cleanup, removal of debris	4,000.00
Total estimate:	\$ 146,030.00

Alex Westwood
A. Westwood Construction

P.O. Box 5395 *
Peoria, AZ 85385 *
C. (623) 694-8804 *
O. (623) 773-0338 *

Invoice

December 29th, 2006

iodesign job# 06-005

Studio Artists Connection
Wendy Fallon & Laurie Fagen

Project: Studio Artist Connection – Tenant Improvement

Final Payment for Architectural and Engineering Services
100% Progress – **Total Fee \$6,250.00**

This Invoice: **\$500.00**

Summary Information

Fee Previously Invoiced	\$ 500.00	Fee – This Invoice	\$ 5,750.00
Reimbursables Previously Invoiced	\$ 0	Reimbursables – This Invoice	\$ 0
Payments Received	\$ 500.00	Total Fee Invoiced to Date	\$ 6,250.00
Past Due Balance	\$ 0	Total Reimbursables to Date	\$ 375.05
		Amount Due This Invoice	\$6,125.05

Sincerely,



Bill Osborne, R.A.
Principal
iodesign
bill@iodesign.us
5833 s 41st street phoenix, az. 85040

F&F Designs, LLC
Chandler, Arizona

Date: 12/05/2006
REF: 1057001
Invoice Number: 1106

Re: Review Lease

Attention: Laurie Fagen and Wendy Fallon

DATE	INIT	DESCRIPTION OF SERVICE	HOURS	AMOUNT
12/05/2006	LDR	Initial consultation about premise lease, Agreed to review lease for flat fee of \$675.	0.00	675.00
		OUR FEE:		<u>675.00</u>

STATEMENT OF ACCOUNT

Prior Balance	0.00
Payment & adjustments	0.00
Current Fees	675.00
Current Expenses	0.00
AMOUNT DUE AND OWING TO DATE	

\$675.00

Riggs Law PLC

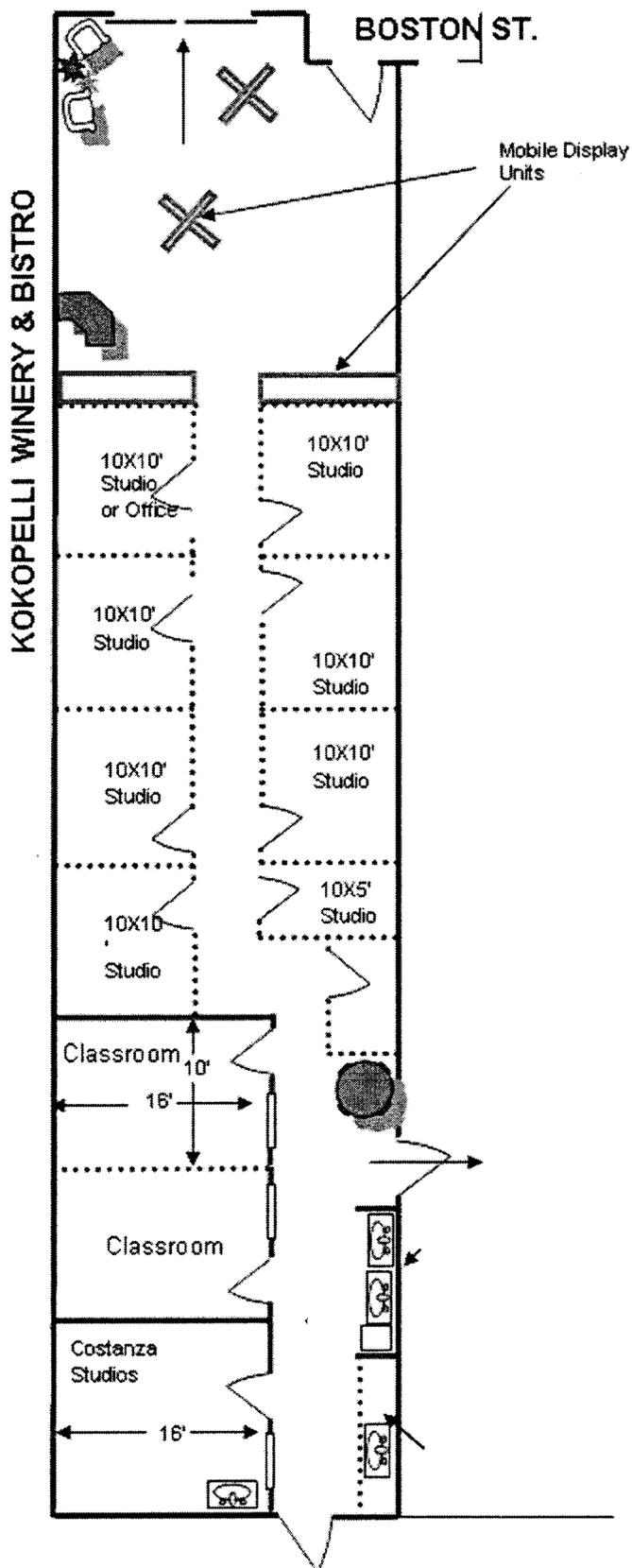
1300 N. McClintock, Suite B-4
Chandler, Arizona 85226

Office: 480.775.6400
Fax: 480.775.8868
Mobile: 480.201.3751

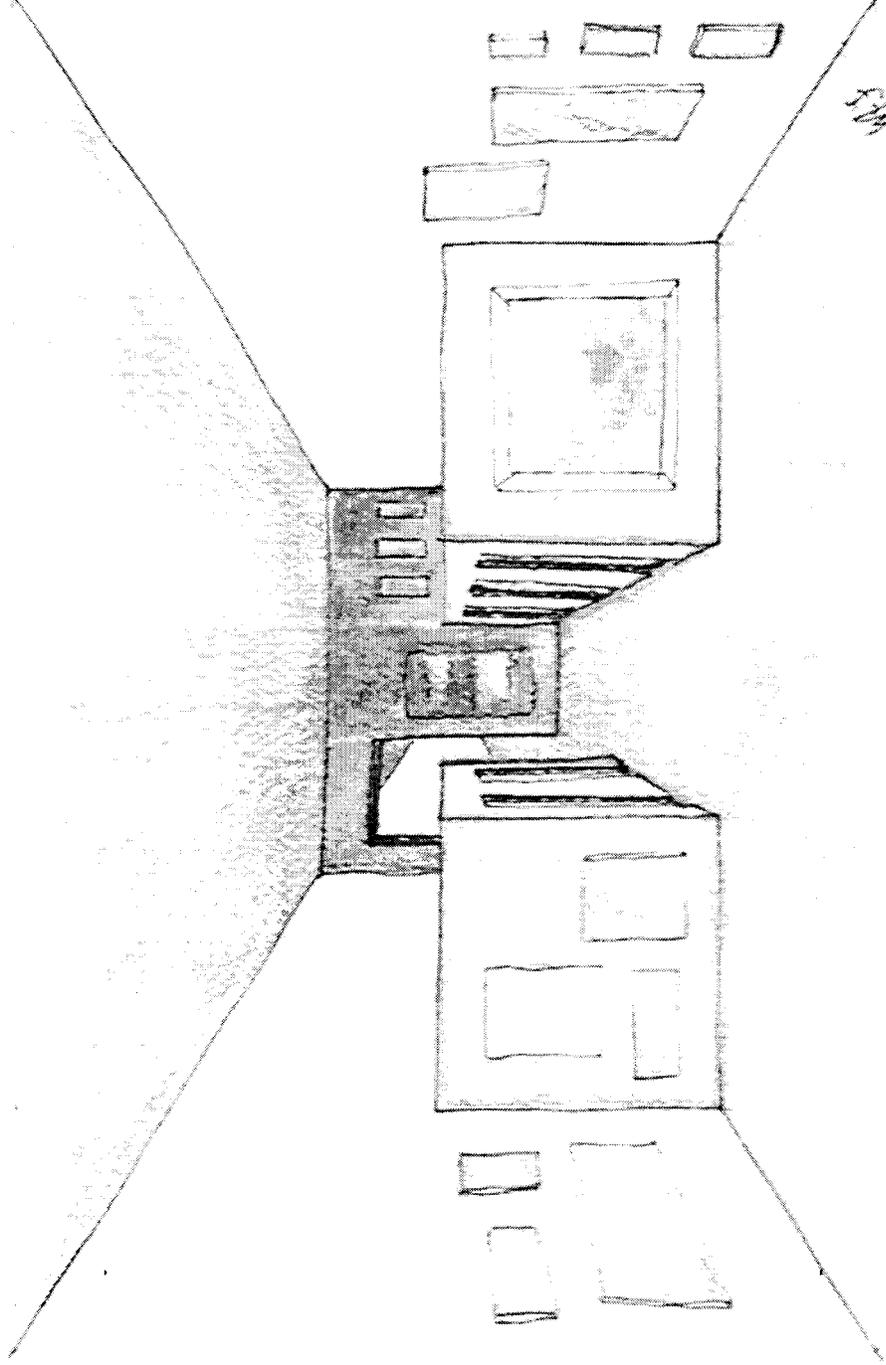
E-mail: lylc@riggslawplc.com
Web: www.riggslawplc.com

Lyle D. Riggs
Attorney

RJ



Proposed Gallery, Basic Interior



January 9, 2007

City of Chandler, DIF

ATTN: Jeanne Bosarge

**Reference: Art on Boston in Arrow Pharmacy/Reliable Hardware building
downtown Chandler**

Dear Jeanne and DIF Committee,

Laurie Fagen and Wendy Fallon of F&F Designs, LLC, co-directors of Studio Artists Connection, submit this business plan to you for Downtown Improvement Fund matching grant consideration for the lease of Suite #1 of the Historic Reliable Hardware Co. Building / Arrow Pharmacy located at 11 W. Boston Street in historic downtown Chandler.

We propose to use the combined suites to provide an ART GALLERY for professional artists to exhibit and sell their artwork; ART STUDIOS to provide professional, juried and emerging Arizona artists a place in which to create their art; and CLASSROOM SPACE to offer educational opportunities to local children and adults to learn about the various aspects of art and being an artist.

For the past three years, Studio Artists Connection has provided promotional services for artists, organized and facilitated artist studio tours, arranged downtown venues for art exhibits, and helped promote the historic downtown Chandler businesses.

In addition, SAC provides a website and an e-letter, "From the Art SAC," for artists as well as for the trades, such as interior designers and architects, galleries and patrons throughout the state of Arizona.

The benefits of including artists and creative people within the community are supported by several studies, and the positive influence of creative personalities on the development of the local economy and quality of life is well documented. "The Rise of the Creative Class," by Richard Florida, documents the influence of creativity within the community fabric "on people's choices and attitudes about a wide-range of lifestyle issues."

We strongly believe that we will expand our F&F Designs, LLC business opportunities with this storefront location, and will provide better services and facilities for promoting artists and the arts and attracting more people to historic downtown Chandler.

We appreciate your consideration of our following proposal and respectfully request the DIF contribution.

Laurie Fagen & Wendy Fallon

F&F Designs, LLC dba Art on Boston, dba Studio Artists Connection

THIS MATCHING GRANT AGREEMENT is entered into as of the _____ day of February, 2007, (the "effective date"), by and between the CITY OF CHANDLER, a municipal corporation of the State of Arizona ("City") and F&F DESIGNS, L.L.C., an Arizona Limited Liability Corporation ("Developer") dba Art on Boston.

RECITALS

A. WHEREAS, on December 13, 2001, the City of Chandler approved the formation of the Downtown Improvement Fund (DIF) program and on April 27, 2006 revisions were approved to provide for matching reimbursement funds not to exceed \$50,000 for tenant improvement construction projects for small to medium-sized retail and restaurant businesses whose location or expansion in Historic Downtown Chandler generates employment and investment in the DIF's target area.

B. WHEREAS, Developer is the leasing tenant of certain real property in Historic Downtown Chandler situated at 11 W. Boston Street, Suite 1, (the Development Site) Chandler, Arizona and more particularly described in attached Exhibit "A".

C. WHEREAS, Developer has applied for DIF funds to be applied to the cost of tenant improvement construction costs for the development of an art gallery for professional artists to exhibit and sell their artwork at the Development Site and meets the eligibility criteria for participation in the DIF program.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and representations set forth in the recitals hereto, City and Developer agree as follows.

1. Developer shall complete those tenant improvements for the Development Site specified in attached Exhibit "B" and subject to the provisions of the DIF program as summarized in attached Exhibit "C".

2. City agrees to provide a matching grant to Developer to reimburse Developer for one-half (1/2) of the costs incurred by Developer in making the specified tenant improvements to the Development Site, up to a total amount of Fifty Thousand and No/100 Dollars (\$50,000.00) .

3. City agrees to make the reimbursement set forth herein only upon final inspection and Developer's receipt of a Certificate of Occupancy by City and upon satisfactory proof of expenditures for tenant improvement expenses incurred.

4. The City is simply implementing a reimbursement program and shall not be responsible for paying contractors, material suppliers, or others on any bills related to the tenant improvements and/or the Development Site.

5. Developer is responsible for obtaining all building permits, meeting applicable building and zoning codes and obtaining any additional licenses or permits associated with the tenant improvements.

6. Developer agrees that the sale and/or relocation of Art on Boston outside the DIF's target area within five years of the DIF reimbursement will require that the vacated space be filled by another eligible business. If the space is occupied by an ineligible business or the building is sold to another owner who fails to locate an eligible tenant in the space, Developer shall reimburse City for the DIF funds, based on an annualized, pro-rata share over a five-year period.

7. Developer agrees it will complete the tenant improvements within one year after the effective date. (Completion is defined as receiving all permits necessary to receive a Certificate of Occupancy.)

8. Developer agrees to indemnify, defend, and save harmless the City of Chandler, 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 cost, or actions of any kind and nature resulting from personal injury to any person, including employees of the Developer or of any subcontractor employed by the Developer (including bodily injury and death) or damages to any property, arising or alleged to have arisen out of the negligent performance of the Developer 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 of Chandler, its Mayor and Council, appointed boards and commissions, officials, officer, employees, individually and collectively, are to be fully indemnified for their negligent acts unless those negligent acts are the sole cause of the injury to persons or damages to property.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth above.

DEVELOPER:
F&F DESIGNS, L.L.C., an Arizona Limited Liability Corporation, dba Art on Boston.

By: _____

Its: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this ___ day of _____, 2007, before me, the undersigned Notary Public, personally appeared _____, as _____ of F&F Designs, L.L.C., dba Art on Boston, and such authorized representative acknowledged that this document was executed on behalf of the s corporation for the purposes therein contained.

My Commission Expires: _____
Notary Public

CITY OF CHANDLER, an Arizona
municipal corporation

Richard K. Mulligan
Economic Development Director

APPROVED AS TO FORM:

 GAB
City Attorney

EXHIBIT "A"

A part of the southeast quarter of the northeast quarter of Section 33, Township 1 South, Range 5 East of the Gila and Salt River Meridian, Maricopa County, Arizona.

Beginning at the northeast corner of Lot 37, CHANDER, according to the plat of record in the office of the Recorder of Maricopa County, Arizona, in Book 5 of Maps, Page 34;

Thence east along the prolongation of the north line of said Lot 37 a distance of 6.50 feet to a point;

Thence south along a line parallel with and 6.50 feet east of the east line of said Lot 37, a distance of 120.0 feet to a point;

Thence westerly 6.50 feet to the southeast corner of said Lot 37;

Thence north along the east line of said Lot 37 a distance of 120.0 feet to the POINT OF BEGINNING.

Estimated Tenant Improvement Costs

Item	Work to be done by:	Estimated Cost
Professional Fees	Architect: I.O Design	6,500.00
	Legal: Riggs Law	1,000.00
Accordion Wall for Classroom	Hufcor, Mesa	7,000.00
Kitchen Cabinetry to be attached to wall, installation	IKEA	3,250.00
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Estimated Total Cost: \$ 163,780.00



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Invoice

December 29th, 2006

iodesign job# 06-005

Studio Artists Connection
Wendy Fallon & Laurie Fagen

Project: Studio Artist Connection – Tenant Improvement

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Past Due Balance	\$ 0	Total Reimbursables to Date	\$ 375.05
		Amount Due This Invoice	\$6,125.05

Sincerely,



Bill Osborne, R.A.
Principal
iodesign
bill@iodesign.us
5833 s 41st street phoenix, az. 85040

F&F Designs, LLC
Chandler, Arizona

Date: 12/05/2006
REF.: 1057001
Invoice Number: 1106

Re: Review Lease

Attention: Laurie Fagen and Wendy Fallon

DATE	INIT	DESCRIPTION OF SERVICE	HOURS	AMOUNT
12/05/2006	LDR	Initial consultation about premise lease. Agreed to review lease for flat fee of \$675.	0.00	675.00
		OUR FEE:		<u>675.00</u>

STATEMENT OF ACCOUNT

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Payment & adjustments	0.00
Current Fees	675.00
Current Expenses	0.00
AMOUNT DUE AND OWING TO DATE	

\$675.00

Riggs Law PLC

1300 N. McClintock, Suite B-4
Chandler, Arizona 85226

Office: 480.775.6400
Fax: 480.775.8868
Mobile: 480.201.3751

E-mail: lylc@riggslawplc.com
Web: www.riggslawplc.com

Lyle D. Riggs
Attorney

RJ

Riggs Law PLC
 1300 N. McClintock Drive, Suite B-4
 Chandler, AZ 85226

Statement

Date
12/30/2006

To:
Laurie Fagen AZ US

		Amount Due	Amount Enc.
		\$90.00	
Date	Transaction	Amount	Balance
11/30/2006	Balance forward		0.00
12/30/2006	Review Lease- INV #AA-00001. Due 12/30/2006. --- [12/18/06] Reviewed proposed modification to lease and sent e-mail to Wendy with my suggestions.. 0.4 @ \$225.00 = 90.00	90.00	90.00
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE
90.00	0.00	0.00	0.00
OVER 90 DAYS PAST DUE			
Amount Due			
\$90.00			

EXHIBIT C

DOWNTOWN IMPROVEMENT FUND PROGRAM DESCRIPTION

Historic Downtown Chandler is a National Register Historic District. Downtown merchants and property owners, with the assistance of the City, have been restoring store facades and installing infrastructure to enhance the architectural style and ambiance that downtown had at its inception in 1912. The City of Chandler is committed to attracting quality, unique businesses into the downtown area. The City of Chandler has created the Downtown Improvement Fund to assist businesses to invest in the growth and future of their businesses and Historic Downtown Chandler.

PROGRAM DESCRIPTION:

The Chandler Downtown Improvement Fund (DIF) program is intended to provide financial assistance to viable small and medium-sized firms whose location or expansion in Historic Downtown Chandler will generate employment opportunities and tax benefits for the City of Chandler. The program will reimburse property owners or tenants for implementing construction projects that will leverage additional capital investment, business investment or create jobs for Chandler residents.

The DIF program offers up to \$50,000 in reimbursement matching funds to assist property or business owners for the renovation or improvement of Downtown properties for retail or restaurant use. By offering financing that is otherwise unavailable, DIF enables property or business owners to implement improvement projects that will attract distinct, independently owned retail or restaurant uses that enhance Historic Downtown Chandler as a destination.

Either property owners or tenants can apply for DIF funds; however, any business or project receiving funds must be a retail or restaurant use that will complement, strengthen and support the current mix of Downtown businesses.

The following sets forth criteria, policies and procedures that will govern this reimbursement program.

- I. **ELIGIBILITY CRITERIA:** Property and business owners in the Downtown Improvement Fund Area may apply to receive program funds; however, only those retail businesses meeting the following criteria will be eligible to obtain financial assistance from this program.
 - A. **Type of Business:** Generally, any for-profit corporation, partnership or proprietorship locating or expanding into the City of Chandler's Downtown area, except as follows:
 - Non-profit organizations
 - Lending institutions
 - General office use not affiliated with an existing Downtown retail or restaurant business

- Shops or restaurants that fail to complement or diversify the retail mix or offer products incompatible with existing Downtown businesses

B. Location of Business: To be eligible for assistance, a business must be located in the ground floor of a building within the Downtown Improvement Fund Area as outlined in the attached boundary map. The boundary area for the program includes the Chandler Enhanced Municipal Services District. Any property currently under a development agreement with the City of Chandler is excluded from eligibility for Downtown Improvement Funds.

II. CRITERIA: Reimbursement funds may be awarded for projects that will add new retail or restaurant businesses or expand existing businesses into Downtown. Property owners with a signed lease for an eligible retail tenant may apply for DIF funds. Retail-oriented tenants with a signed lease for a Downtown storefront can also apply for DIF funding.

A. Reimbursement Amount: DIF participation is limited to 50% of the total eligible cost of a given project or an amount not to exceed \$50,000, whichever is less. A project is limited to interior improvements. Exceptions for the limits may be made if the applicant can show that the project will yield substantial economic benefit to the City of Chandler. Measures may include the number of jobs created or retained, increased tax revenues (greater than a 150% return of the land amount for property taxes or sales tax revenues over a 5 year period) or other municipal benefits derived from the proposed investment.

B. Allowable Project Costs: The primary goal of this program is to create jobs, stimulate investment and grow the retail and restaurant base within Downtown. Accordingly, eligible loan uses will be restricted to interior-oriented building improvements. DIF funds may be used for fixed assets, constructing, renovating or modernizing real property, installing restrooms, installing or upgrading HVAC systems, meeting fire sprinkler system requirements, implementing electrical improvements, installing kitchen equipment and systems and improving floors, ceilings, walls, lighting and other similar fixtures. Soft costs, such as legal, architectural, engineering and other professional services are also eligible for DIF funding. Speculative improvements to attract tenants or provide funds for working capital, real estate acquisition and debt refinancing are ineligible DIF activities.

C. Eligibility Designation: The property or business owner must submit an itemized estimate detailing the proposed cost of the construction project. In addition, the property owner or tenant must provide the name of the prospective retail shop or restaurant that will occupy the space, a detailed description of the major products to be offered and conceptual interior designs. City staff will then evaluate this information to determine if the proposed construction costs are appropriate and whether the tenant will complement the current mix of shops and restaurants in Downtown.

- D. **Equity:** Applicants are required to fund a minimum of 50% of the total project cost. To receive DIF funds, the City of Chandler must inspect the work and verify that the improvements met the construction plan. The property owner or tenant must also provide a final construction bill. If satisfactory, the City shall then reimburse the property owner for one-half of the project cost, up to the \$50,000 limit. Property owners or tenants may also receive reimbursement funds upon the successful completion of 50% of the construction project.
- E. **Other Permits:** The property or business owner is responsible for obtaining all building permits, meeting applicable building and zoning codes and obtaining any additional licenses or permits.
- F. **Project Funding:** DIF funds shall be awarded to implement construction projects for one property. A property owner and a tenant may not receive DIF funding for improving the same, specific building or property.
- G. **Sale and/or Relocation of Business:** The purpose of the program is to generate jobs and tax benefits in Chandler and to complement and enhance the mix of shops and restaurants in Downtown. If a property or business owner receiving DIF assistance closes or relocates outside of Downtown within five years of the final reimbursement, the vacated retail space must be filled by another eligible business. If the space is occupied by an ineligible business or the building is sold to another owner who fails to locate an eligible tenant in the building, the property owner or tenant receiving DIF funds shall reimburse the City for its DIF funds, based on an annualized, pro-rata share over a five-year period.

III. **APPLICATION PROCEDURES:** The Economic Development Division and the *Downtown Redevelopment Office* will provide marketing and outreach services, conduct preliminary inquiries and make visits to property or business owners to establish basic program eligibility and project feasibility. Ineligible applicants will be so advised. Businesses that meet the eligibility criteria outlined above, and wish to participate in the program, will be assisted by the Economic Development Division through the Downtown Redevelopment Office to prepare a DIF application package.

The application package will include a narrative fact sheet presenting details about the project, the proposed business, the principals who will operate the business, the products to be offered and price points for core items. Applicants must also provide a cost estimate detailing the construction work, proposed renovation plans, a conceptual interior design drawing and the proposed materials.

A designee of the Economic Development staff, the Downtown Redevelopment Office and a designee from the Housing and Redevelopment Division staff will evaluate the proposed project to determine its eligibility. If approved, City Council will review the application and make a final determination on the use of DIF funds. The Economic Development Director is designated as the staff person authorized to sign program documents on behalf of the City.

- IV. **PROGRAM ADMINISTRATION:** The Downtown Redevelopment Office will primarily administer DIF. Downtown staff will coordinate the application and review process and provide City Council with a recommendation for each application. Housing and Redevelopment Division staff will monitor construction activities and authorize the release of DIF funds. The Downtown Redevelopment Office will monitor business operations of DIF-funded projects.
- V. **PROGRAM MARKETING:** City staff will be responsible for publicizing and promoting the reimbursement program throughout the community and region, particularly among businesses likely to expand or locate to Chandler's Downtown. Staff will notify all Downtown property and business owners about the program, contact or provide presentations to area realtors, Chamber of Commerce personnel and organizations providing small business development financing or services. Staff will also place emphasis on recruiting or assisting women/minority-owned or operated businesses by means of outreach efforts, advertising or other activities determined by the staff to be of particular benefit.