

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

AGREEMENT FOR SERVICES

THIS AGREEMENT, entered into this the 1st day of September, 2017, by and between the CITY OF FAYETTEVILLE, a municipal corporation organized and existing under the laws of the State of North Carolina (hereinafter the "CITY") with principal business offices at 433 Hay Street, Fayetteville, North Carolina, 28301, and COOL SPRING DOWNTOWN DISTRICT, INC., (hereinafter "AGENCY"), a corporation with principal business offices at 222 Hay Street, Fayetteville, North Carolina 28301.

WITNESSETH:

WHEREAS, the City of Fayetteville established by Resolution a Municipal Service District for the Central Business District (Downtown Special Tax District) on June 26, 1978, pursuant to Article 23, Chapter 160A of the North Carolina General Statutes, and that a subsequent public hearing would be held five years later to evaluate the program and determine the feasibility of continuing the district; and

WHEREAS, the City of Fayetteville, established by Resolution on May 16, 1983, described the boundaries of the district and found that the Municipal Service District for the Central Business District was in need of one or more of the services, facilities, or functions listed in N.C.G.S. § 160A-536 to a demonstrably greater extent than the remainder of the City; and

WHEREAS, the City of Fayetteville, pursuant to N.C.G.S. § 160A-542, levies an additional tax (.10) in order to finance, provide, or maintain one or more of the services, facilities, or functions listed in N.C.G.S. § 160A-536 to a demonstrably greater extent than the remainder of the City; and

WHEREAS, the City of Fayetteville will contract with the AGENCY for the provision of services that contributes to the revitalization, to support and grow businesses, and expand economic opportunities in the Central Business District and will provide a portion of the taxes collected from the Central Business District.

NOW, THEREFORE, IN CONSIDERATION of the premises and the mutual covenants herein contained, the parties hereto do hereby contract and agree as follows:

1. **TERM:** This Agreement shall begin on September 1, 2017, and terminate June 30, 2018, and may be renewed for an additional year for a period of two fiscal years contingent on the availability of city funds unless sooner terminated as provided for herein.

2. **EARLY TERMINATION:** The CITY, in its discretion, may terminate this Agreement at any time prior to its normal expiration date upon sixty (60) days advance written

notice to the AGENCY. If AGENCY shall at any time breach any part of this Agreement, this Agreement shall immediately terminate upon receipt of written notice of the same, signed by the CITY, and AGENCY shall refund any unused funds to CITY within five (5) banking days. Unused funds shall mean, for the purposes of this Agreement, any funds appropriated by CITY that are not needed to satisfy any outstanding indebtedness of the AGENCY associated with Section 3, services to be performed, as validated by CITY, on the date of breach and/or termination as provided herein.

3. **SCOPE OF WORK:** In general, the CITY agrees to contract with the AGENCY for the full range of services typically provided by nonprofit agencies engaged in cultural and economic development activities on behalf of a municipality in its downtown area in the State of North Carolina. The AGENCY, in and for the consideration recited in Section 3 herein, agrees to perform those services in accordance with the SCOPE OF WORK stated on pages 5 through 13 of Exhibit A attached.

4. **REQUIRED ACTIVITIES:** AGENCY shall perform the activities described in Exhibit A attached hereto and incorporated by reference and work with the City Manager's Office to develop annual metrics required.

5. **REPORTS AND DELIVERABLES:** On a quarterly basis, the AGENCY shall communicate to the CITY in writing its progress on executing the AGENCY Scope of Services as stated in Exhibit A and the identification of the specific allocation of all financial resources provided through this Agreement to support the services to be provided by the AGENCY. The Quarterly Progress Report is to be submitted to the Director of Community Development by the 10th business day following the end of the quarter for which the Quarterly Progress Report is written. The Quarterly Report is subject to the approval of the CITY and may be modified by the AGENCY as conditions, opportunities, and circumstances arise.

a. **QUARTERLY REPORTS:** The AGENCY shall no less frequently than quarterly, provide written reports to include applicable performance metrics on the following activities:

- (1) Economic Vitality and Development
- (2) Art and Design Enhancement
- (3) Promotion and Marketing
- (4) Special Events and Programming
- (5) Partnership, Organizational Support and Conflict Resolution

b. **ANNUAL REPORT:** Agency shall make an Annual Report to the City Council of its activities and accomplishments based on the deliverables stated in Section 5 of this Agreement and the Scope of Services in accordance with Exhibit A.

6. **PAYMENT:** The City will provide financial support to the AGENCY on an annual basis paid in four (4) quarterly payments within twenty-one (21) days of receipt of payment request from the AGENCY, which shall be submitted during the first ten (10) days of the following quarter to the CITY's Finance Department. Payments shall be conditioned upon the satisfactory submission of all required reports and deliverables. The CITY's payment shall be that authorized by the City Council in the budget for the fiscal year beginning July 1, 2017. The additional support of \$100,000 for the development and management of a vibrant Arts and Entertainment District will be paid out in four equal payments. Payment for the management of the municipal service district portion (\$119, 500) will also be paid quarterly with the first quarter being prorated based upon the startup date.

Within 30 days of the execution of this agreement, AGENCY shall formally request that Cumberland County (hereinafter "County") financially contributes at least \$100,000 to the AGENCY to support implementation of the Arts and Entertainment District Plan. If the County fails to contribute the required amount stated herein within 60 days from the request, the County, shall be removed as a voting member to the AGENCY'S Board.

7. **FINANCIAL RECORDS AND REPORTS:** The AGENCY shall maintain financial records of cultural and economic development activities separate and distinct from other services the AGENCY may provide.

- a. Monthly financial activity reports shall be made available for review by the CITY.
- b. Quarterly operational activity reports shall be presented to the City Manager in such detail as required by the CITY and may be subject to presentation to the City Council.

8. **AUDIT:** The AGENCY agrees that it will provide the CITY with a certified audit, a copy of the management letter, and management's response to the auditor recommendations, by independent auditors for the fiscal year period ending or including June 30, 2018. The audit will specifically state whether or not the CITY's funds were used exclusively for those purposes stated in Section 3. The audit will specifically describe any exceptions and the amount of the exception. It is understood that such audits may not be available upon the commencement of this Agreement. The audit is due to the CITY one hundred and twenty (120) days after the AGENCY year-end. If at any time the CITY determines the AGENCY is not in compliance with either this Agreement or N.C.G.S. Chapter 159, or any other federal, state, or local law, policy, or regulation affecting the expenditure of public funds, the AGENCY shall be notified in writing as to the nature of the deficiency. It is the responsibility of the AGENCY at its expense to rectify and/or reconcile any material deficiencies identified by audit or monthly review of financial activity by the CITY. Failure to cure a material deficiency in compliance with N.G.C.S. Chapter 159 or the terms of this Agreement within thirty (30) days of receipt of a written notice from the CITY shall constitute a default and may be cause for termination of this Agreement. At any time the CITY deems it necessary or appropriate; the AGENCY agrees that an internal audit by the CITY may be made of the AGENCY's books or records to assess the current financial condition of the AGENCY and compliance with this Agreement.

9. **INDEPENDENT CONTRACTOR:** The AGENCY is a nonprofit corporation of the State of North Carolina and is an independent contractor. AGENCY is not an agent, officer, or employee of the CITY and shall have no authority to act as an agent of the CITY, nor enter any agreement for or on behalf of the CITY. AGENCY shall at all times provide CITY with satisfactory proof of its status as a nonprofit corporation organized to do business in the State of North Carolina.

10. **ASSIGNMENT:** It is the intent of this Agreement to secure the personal services of the AGENCY and failure of the AGENCY for any reason to make the personal services available to the CITY for the purposes described in this Agreement shall be cause for termination of this Agreement. The AGENCY shall not assign this Agreement without prior written consent of the CITY.

11. **AGENCY AND AUTHORITY:** The CITY hereby designates the City Manager or his/her designee as its exclusive agent with respect to this Agreement. The City Manager or his/her designee is authorized, on behalf of the CITY, to negotiate directly with the AGENCY on all matters pertaining to this Agreement. The AGENCY agrees that all of its dealings with the CITY in respect to the terms and conditions of this Agreement shall be exclusively with the City Manager or his/her designee. Further, the AGENCY specifically agrees that it shall not implement any requested modifications in the specifications of any of the services subject to this Agreement except in the manner described in the Section 12, modification.

12. **MODIFICATION:** This Agreement may be modified only by an instrument duly executed by the parties or their respective successors.

13. **NOTICES:** Any notices to be given by either party to the other under the terms of this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered by hand, with written acknowledgment of receipt, or mailed by registered or certified mail to the other party at the following addresses or to such other addresses as either party hereafter from time to time designates in writing to the other party for the receipt of notice:

AGENCY: Eric Lindstrom, Chairman
Cool Spring Downtown District, Inc.
222 Hay Street
Fayetteville, NC 28301
Email: elindstrom@sfla.biz

CITY: Douglas J. Hewett, City Manager
433 Hay Street
Fayetteville, NC 28301
Email: dhewett@ci.fay.nc.us

Such notice, if mailed, shall be deemed to have been received by the other party on the date contained in the receipt.

14. **CHANGES IN BYLAWS, INSURANCE POLICIES, OR BOARD MEMBERSHIP:**

In the event of any change in the AGENCY's bylaws, governing body membership, or insurance policies, AGENCY agrees that it shall immediately notify the CITY. AGENCY shall make compliance with this Agreement a part of its bylaws or have this Agreement approved by its Board of Directors with a copy of the minutes approving this Agreement being submitted to the CITY at the time of execution.

15. **NONAPPROPRIATION:** Notwithstanding any other provisions of this Agreement, the parties agree that payments due hereunder from the CITY are from appropriations and monies from the City Council and any other governmental entities. In the event sufficient appropriations or monies are not made available to the CITY to pay the terms of this Agreement for any fiscal year, this Agreement shall terminate immediately without further obligation of the CITY.

16. **GOVERNING LAW:** The validity, interpretation, and execution of this Agreement and the performance of and rights accruing under this Agreement are all to be governed by the laws of North Carolina.

17. **COMPLIANCE WITH LAWS:** The AGENCY agrees to comply with all applicable statutes, ordinances, and regulations of the United States, the State of North Carolina, the City of Fayetteville and units of local government.

18. **SEVERABILITY:** The parties agree that if any provision of this Agreement shall be held invalid for any reason, the remaining provisions shall not be affected if they may continue to conform with the purposes of this Agreement and the requirements of applicable law.

19. **E-VERIFY:** The AGENCY acknowledges that "E-Verify" is the federal E-Verify program operated by the US Department of Homeland Security and other federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with Article 2, Chapter 64 of the North Carolina General Statutes. The AGENCY further acknowledges that all employers, as defined by Article 2, Chapter 64 of the North Carolina General Statutes, must use E-Verify and after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with N.C.G.S. § 64-26(a). The AGENCY pledges, attests, and warrants through execution of this Agreement that the AGENCY complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes and further pledges, attests, and warrants that any subcontractors currently employed by or subsequently hired by the AGENCY shall comply with any and all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this Agreement.

20. **NC IRAN DIVESTMENT ACT CERTIFICATION:** As mandated by N.C.G.S. § 147-86.59(a), the AGENCY certifies that it is not listed on the Final Divestment List

created by the North Carolina State Treasurer pursuant to N.C.G.S. § 47-86.58. The AGENCY further certifies that in accordance with N.C.G.S. § 147-86.59(b), it shall not utilize any subcontractor found on the State Treasurer's Final Divestment List. The AGENCY certifies that the signatory to this Agreement is authorized by the AGENCY to make the foregoing statement.

IN WITNESS WHEREOF, the CITY and AGENCY have executed this Agreement and caused their seals to be affixed and attested as of the day and year first above written.

CITY OF FAYETTEVILLE



BY:

Douglas J. Hewett

DOUGLAS J. HEWETT
City Manager

ATTEST:

Jane G. Starling

~~PAMELA J. MCGILL~~, City Clerk

Jane G. Starling

**COOL SPRING DOWNTOWN
DISTRICT, INC.**

By:

Eric Lindstrom

ERIC LINDSTROM, Chairman
Cool Spring Downtown District, Inc.

ATTEST:

Molly Arnold

Molly Arnold, CSDD Secretary

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

APPROVED AS TO FORM:

Cheryl T. Spivey

CHERYL T. SPIVEY, Chief Financial Officer

Karen M. McDonald

KAREN M. MCDONALD, City Attorney

EXHIBIT A

Scope of Work

I. Economic Vitality & Development

- a. Actively engage in enhancing and growing Downtown Fayetteville's arts, entertainment, culinary, and retail sector through efforts to attract new businesses. Activities should aim to provide diverse retail, dining, and entertainment options.

In early 2017 the Downtown Alliance re-energized its Economic Vitality Committee, creating six subcommittees – each tasked with a specific goal intended to attract new businesses and support/retain existing ones. These working groups will continue any unfinished work under the Cool Spring Downtown District (CSDD, Inc.):

- Leveraging baseball stadium and related development.
 - Formed under the Downtown Alliance, and being transferred to CSDD, Inc., effective 7/1/17, a working group of private sector representatives has joined with City representatives to study other downtowns' baseball stadiums to leverage the upcoming investment in our downtown. Project might include site visits to other downtowns.
- Small business support organizations for downtown businesses.
 - There are several support organizations that are resources for downtown businesses. This group has identified the current providers, the services provided, is in the process of identifying any overlaps and gaps, and develop clear information outlining services available to downtown businesses.
- Development of a military contractors support group to better understand their issues and needs.
 - We have several military contractors in our downtown. This group has begun to identify those companies, develop a process to better understand their needs and challenges, and identify ways to expand this business category in our downtown.
- Free WIFI in the district.
 - Offering free WIFI in the downtown area has been identified as a potential competitive advantage for the downtown area. This group will work with the City and PWC to explore opportunities to offer free WIFI in the downtown.
- Develop outreach program between downtown merchants/restaurants and major employers staff members and clients.
 - The downtown area is currently the home to several large employers and facilities that generate significant visiting traffic. This group will identify how downtown merchants and restaurants can reach these employees and visitors to the downtown area to increase economic impact.
- Bringing microbreweries and distilleries in the downtown area.

The inclusion of microbreweries is consistent with the vibrant nightlife called for in the Arts & Entertainment District plans, and the plans should be coordinated with the development of the Nightclub/Entertainment Ordinance. Two microbreweries are scheduled to open Spring 2017.

Plan of Work

1. Define “micro-breweries and distilleries.”
 2. Research successful best practices from across the country.
 3. Research current ABC rules/regulations for micro-breweries and distilleries.
 4. Research City rules/regulations for micro-breweries and distilleries.
 5. Document actual experiences of recent applicants in the downtown.
 6. Identify programs, policy changes, etc. that encourage development.
 7. Coordinate with Nightclub/Entertainment Ordinance subcommittee.
 8. Advocate to appropriate regulatory agencies.
 9. Develop “primer” on how to start a micro-brewery/distillery in the downtown.
- b. Develop, pursue and/or advocate for tools, policies, or incentives which aid in business retention and targeted business recruitment efforts.

Identification/gap analysis of small business support organizations for downtown businesses: The Committee has developed a “Downtown Business Support Matrix” which identifies technical assistance providers and capital providers to downtown businesses. Once completed, the services will be reviewed to identify any duplication and/or niches that should be filled. We also suggested that the Committee contact William Brooks at BB&T to discuss the Downtown Loan Pool that used to exist and any possibilities for the future. The Committee is also planning to survey downtown business owners and property owners to identify the types of technical or funding support that they need.

- c. Support development and redevelopment activities/efforts already underway; including but not limited to: Stadium development; CEED culinary incubator creation; Downtown skate-park development; and Prince Charles Hotel adaptive re-use and stadium district mixed-use developments.
- Leveraging baseball stadium and related development. Formed under the Downtown Alliance, and being transferred to Cool Spring Downtown District effective 7/1/17, a working group of private sector representatives has joined with City representatives to study other downtowns’ baseball stadiums to leverage the upcoming investment in our downtown. Project might include site visits to other downtowns.

Plan of Work

1. Coordinate efforts between City and representatives of private sector in development of economic development plans leveraging upcoming \$32 million investment in baseball stadium.
2. Engage downtown stakeholders in the process.
3. Identify best practice models of downtown areas with successful baseball stadiums. Coordinate site visits with City representatives.
4. Develop list of questions that downtown businesses would like to see answered.
5. Develop list of successful business types from the successful communities.

6. Identify any barriers to success. (City building or zoning restrictions, etc.)
7. Identify goals for success.
8. Develop implementation plan.

- **Prince Charles Hotel**

The PCH development is a key component of the redevelopment of the downtown area. The Cool Spring Downtown District is engaged with representatives from the PCH project to connect them with downtown businesses and research best practice models from other cities with successful downtown baseball stadium operations.

- **Kitchen Incubator**

The Cool Spring Downtown District is an advocate for the kitchen incubator and believes its establishment would help the District in its mission to develop and deliver branding, programming and marketing for the downtown area as an arts, entertainment and culinary destination.

- **Skate Park**

The location of the new skate park has been included in the boundaries of the new Cool Spring Downtown District. Programming for this facility will enhance the District as a key entertainment venue.

II. Art and Design Enhancements

- Work to introduce more public art Downtown.

The Cool Spring Downtown District will work with The Arts Council to bring public art Downtown. The sculptures installed by the Arts Council in November 2016 will be replaced beginning in late 2017 with the intention of adding additional pieces.

- Develop high-quality, thematic, consistently-branded logos, photos, art-work, and other visual representations for use in promoting, marketing, and branding Downtown.

The Cool Spring Downtown District's Promotions committee has contracted with a professional graphic designer to create the logo and related art for the District. The current timeline anticipates that the logo will be submitted for Board approval on or around May 10, 2017.

- Support and promote attractive, unique signage and way-finding measures and systems for Downtown consistent with branding & design.

The Design committee is in the process of inventorying current signage and fixtures to determine their aesthetic and functional appropriateness, and will recommend wayfinding systems and signage, as well as other fixtures and opportunities, including gateway features, which will be consistent with the District brand.

- Work to support, strengthen, and grow local arts and cultural organizations and their participation in growing Downtown as an arts, entertainment, and culinary destination.

MSD funding will support the Cool Spring Downtown District in its mission to develop and deliver branding, programming and marketing for the downtown area as an arts and entertainment destination.

III. Promotion and Marketing

- Develop and implement an overall, long-term comprehensive marketing plan for Downtown.

The Promotions committee is currently drafting the marketing plan, which will be presented to the Board in mid-May. This plan will include purchased advertisements as well as a social media strategy. Marketing strategy will include destination marketing for both tourists / visitors and local / regional residents, and will focus on the full Downtown experience, as well as targeted advertising for dining, arts, shopping, and attractions.

- Advertise, promote, and showcase collective Downtown retail, dining, and entertainment opportunities.

With an increased marketing budget, the District will continue and expand upon the Downtown Alliance's marketing strategy, with a greater focus on destination marketing for both tourists / visitors and local / regional residents, and will focus on the full Downtown experience, with regular, targeted advertising for dining, arts, shopping, and entertainment opportunities.

- Advertise and promote special events, campaigns, themed retail sale or other collective or cooperative events designed to drive business Downtown

Effective July 1, 2017, all duties currently held by the Downtown Alliance will transfer to the Cool Spring Downtown District. At that time, the "shell" of the current DTA organization will be repurposed as a support organization for all businesses within the MSD. Staff has already begun working with Downtown businesses to establish the collaborative framework required to partner with the business community on advertising and otherwise assisting them with sales and other retail promotions.

- Maintain a professional, attractive, constantly-updated and maintained website promoting Downtown events, activities, and resources.

The website maintained by the Downtown Alliance, www.visitdowntownfayetteville.com, currently includes a calendar of events, a directory of Downtown businesses and resources, listings of available commercial and residential property, information for current and prospective businesses, including government and private resources to assist with establishing new businesses, as well as a built-in feedback mechanism. In February, the Cool Spring Downtown District's Promotion committee tasked a subcommittee to draft the aesthetic and functional specifications for a new, District-branded website which will continue to include these, and additional features. The specifications have been submitted to the full committee for review, and development of the new website is expected to occur Summer 2017 (pending funding).

- Maintain an aggressive, targeted social media presence on behalf of Downtown.

Social media platforms currently maintained by the Downtown Alliance will be transferred to the District effective July 1, 2017. These platforms include Facebook, Twitter, and Instagram accounts. Additional platforms will be added during Summer 2017.

- Develop and pursue a consistent, unique, and identifiable branding identity for Downtown.

The Cool Spring Downtown District's Promotions committee has contracted with a professional graphic designer to create the logo and related art for the District, with delivery expected in mid-May.

• Market Downtown Fayetteville as an arts, entertainment, and cultural tourism destination. See above. Marketing efforts will include print and/or broadcast media, social media, and our website, as well as partnership or cross-promotional opportunities.

- Create and market an identity around existing concentrations of cultural, entertainment, shopping, and dining resources.

The District will continue and expand upon the Downtown Alliance's marketing strategy, with a greater focus on destination marketing for both tourists / visitors and local / regional residents, and will focus on the full Downtown experience, with regular, targeted advertising for dining, arts, shopping, and entertainment opportunities.

- Assist in developing partnerships connecting like-minded or complimentary businesses for cooperative advertising and promotions.

Staff has already begun working with Downtown businesses to establish the collaborative framework required to partner with the business community on advertising and otherwise assisting them with sales and other retail promotions, as well as assisting in outreach to other businesses within the MSD who have not customarily participated in Downtown business promotions and events.

- Work to expand, extend, and coordinate hours of operation among Downtown businesses.

The Downtown Alliance has considered this to be an important aspect of business growth, particularly among restaurants and retail businesses, and has made some inroads – particularly in encouraging businesses to extend their hours during 4th Fridays. As this item has also been included in the recommendations from the Main Street America and the A&E District reports, it is a priority for the District's economic development and programming plans to encourage businesses' operating hours to be both consistent and expanded.

- Target marketing efforts to attract more active military, veterans, and family members Downtown.

This is an action item which also is being transitioned from the Downtown Alliance's plan of work to that of the District. We will continue to seek out and increase advertising opportunities targeted towards military personnel and families, continued and expanded collaboration with military and military-related organizations, and include more military-themed events and activities. Recent outreach included ads in Real Estate Preview magazine, Military Mondays (discounts in participating Downtown businesses) and the All-American weekend which included a collaborative fundraiser with/for the USO.

IV. Special Events and Programming

- Support and enhance efforts to grow established yearly special events and festivals.

Ongoing. All events currently hosted by the Downtown Alliance will be transferred to the District. The District intends to hire a Promotions and Programming Director by July 1, 2017, with an Events Coordinator to follow.

- Develop and expand opportunities for street activities, buskers, displays of public art, festivals, sporting events, exhibitions, performances, and other programs or events designed to drive interest, foot traffic and consumer spending to Downtown.
 - The Promotions & Programming Director will be responsible for:
 1. Using current programming and gap analysis developed by the District Advisory Committee, encourage the development of programming and marketing initiatives that establishes a character for daytime activity that is distinct from nighttime activity. The ultimate goal is to establish programming that is consistent and creates an expectation of the experience of visiting the District.
 2. Develop event criteria for activities within the district boundaries
 3. Attend City Special Events meetings for activities taking place within the district
 4. Initiate immediate programming such as a buskar program, weekly food

- truck rodeos, and multidiscipline "pop ups" to begin district activation.
- 5. With the President/CEO, Board and committees, coordinate a dynamic portfolio of programming that strategically engage partners, audience, funders, and spaces in the District.
- 6. Facilitate meetings and build consensus between various stakeholder groups and individuals in the AED
- 7. Along with the President/CEO and Board, review and develop strategies and goals from the Main Street Market Study
- 8. Work with the President/CEO to develop annual marketing and program budgets for Board approval.

- Develop a plan/program for maximizing spin-off opportunities in relation to stadium and festival park activities and events.

Leveraging baseball stadium and related development. Downtown business owners will be invited to a breakfast meeting with Astros General Manager David Lane and City of Fayetteville representatives to hear an update on the baseball project. Following the presentation the businesses will begin developing a list of the questions that they would like to have answered as we survey other cities. The Committee is also gathering lists of successful downtowns with baseball or other entertainment venues. We plan to contact their Chambers of Commerce to identify the businesses that have been successful in leveraging the event venues.

- Identify and promote opportunities for more recreational activities in Downtown and their connection to complementary business.

We have begun conversations with the Downtown business community to develop themed activities featuring complementary businesses. EG: *Moms' Afternoon Out* may include packages for salon, spa, lunch, art / music / yoga lesson, possibly a daycare-type solution provided through a local church's after-school or daycare service. An *Activity Pass* may include admission to facilities and activities like The Climbing Place, Xscape Factor, a fencing lesson at All American Fencing, martial arts lesson at Elevo Dynamics or a pass for the simulator at ASOM. *Date Night* packages may be centered around a concert at Festival Park, local play, or movie at the Cameo, with a free or discounted bouquet of flowers from BFF (Downtown florist opening soon), followed by dinner at a Downtown restaurant.

- Coordinate the installation of Holiday decorations and displays.

The responsibility for the coordination of Christmas decorations was assigned to the Downtown Alliance in November, 2016, with the task of verifying that the decorations are functional and coordinating with PWC and Parks & Rec to have them installed. The Programming & Promotions Director employed by the District will be expected to continue this activity.

V. Partnership, Organizational Support and Conflict resolution.

- Work closely with Downtown property owners and tenants to solve problems.

This has been an ongoing priority for Downtown Alliance staff, and will continue under the District.

- Serve as a consistent voice of advocacy for Downtown and Downtown collective issues. Ongoing as part of the plan of work to be taken over from Downtown Alliance.

- Serve as a convener and facilitator of complex and challenging issues in the district.

Ongoing as part of the plan of work to be taken over from Downtown Alliance. A likely solution to the Old Street trash problem has been identified and next steps are currently being taken to capture associated costs for the proposal, with this solution to serve as a prototype for an overall trash solution for the MSD.

- Serve as liaison with City staff and departments on behalf of Downtown property and business owners and residents.

Ongoing as part of the plan of work to be taken over from Downtown Alliance.

- Provide mechanism for ongoing public feedback regarding services provided in District. Current DTA mechanisms include a website suggestions / feedback form on the landing page, electronic and one-on-one conversations with stakeholders, and weekly group meetings, as well as regular town hall meetings. These will continue under the District.

- Continue efforts to reduce/eliminate panhandling.

Ongoing as part of the plan of work to be taken over from Downtown Alliance.

- Develop and maintain an ambassador-like program for welcoming new business and residents to Downtown, including offering information on resources.

Ongoing as part of the plan of work to be taken over from Downtown Alliance. Additionally, the current Downtown Alliance information center at 222 Hay will continue to serve stakeholders and visitors when transitioned to the A&E District.

- Continue to monitor, evaluate, and offer possible support/advocacy for Ordinance and/or policy amendments pertaining to, and in support of Downtown issues regarding signage, parking, vacant buildings and/or store-fronts.

Ongoing as part of the plan of work to be taken over from Downtown Alliance. A proposed MSD nightlife ordinance is currently undergoing final review for submission to the City Council within the next two weeks.

- Provide vigilance in monitoring and reporting safety and security concerns; identified incidents of graffiti; incidents of vandalism; damages to public infrastructure; or similar threats to the maintenance of a quality built and social environment.

Ongoing as part of the plan of work to be taken over from Downtown Alliance.

- Communicate promptly with City or contracted staff on reporting any cleaning, maintenance, parking, safety, or lighting issues.

Ongoing as part of the plan of work to be taken over from Downtown Alliance.

- Offer support to other agencies in addressing homelessness within the District.

Ongoing as part of the plan of work to be taken over from Downtown Alliance.

- Work closely with other Fayetteville area partner organizations engaged in economic development and redevelopment, tourism, promotions, arts, culture, and entertainment, and business advocacy to enhance the local and regional economy as a whole.

DTA officers and staff have worked tirelessly over the past two years to build relationships and partnerships with these organizations, including CEED, the Fayetteville Area Convention & Visitors Bureau, the Chamber of Commerce, the Arts Council, Dogwood Festival, Military and Veterans' organizations, the Capitol Encore Academy, as well as community and service organizations. Pursuing and strengthening these relationships will continue under the District.