

Downtown South Neighborhood Improvement District
Advisory Council Meeting Minutes
Veterans Conference Room, 2nd Floor, City Hall
January 14, 2015

Members Present

Rex V. McPherson II, Chair
Jon Toothman
Shannon Gravitte
Bill Nassal

Members Absent

None (there is a current vacancy on the Advisory Council).

Call to Order

Rex McPherson, Chairperson, called the meeting to order at 9:03 a.m.

Public Comment

There was no public comment

Chairperson Rex McPherson opened the floor for additions or corrections to:

Meeting Minutes of November 12, 2014

Hearing no objections, the Chair asked that the Advisory Council accept the minutes, which was done by unanimous voice of those present.

Staff Reports

- a. Executive Director Search. Jason Burton described the process for the search for a new Executive Director for the NID, which will be a merged position with the Downtown South Main Street. We have received over 40 applications for the position, and Charlotte (of the Downtown South Main Street) and Rex have selected their top 6 to invite to interview. There is an additional 4 resumes in reserve, should any of the top 6 decline an interview.

Pauline Eaton – the City’s Main Street Coordinator (who was also present), will be participating in the interview process with Rex and Charlotte, as it is contractually required to participate via the Main Street’s agreement with the City of Orlando. While Jason has been the contact for applicants to send resumes to, he will not be participating in the interview process. Rex and Charlotte will be the final decision makers with Pauline acting in an advisory capacity.

- b. Agreement with Main Street for joint Executive Director. The City Attorney has prepared a Management Agreement memorandum of understanding between the NID and Main Street, which executes the business terms that was reviewed by the Advisory Council at the last meeting.

Jon Toothman raised concerns about the terms of the agreement, which is proposed for the remainder of the 2015 calendar year; he had hoped that the arrangement could be for a longer of period of time.

Pauline Eaton, the Main Street Coordinator, responded that the 1 year term was probationary to see if this arrangement is a workable solution to managing the NID and the Main Street simultaneously. If things work out, then the terms could be renegotiated at the end of the agreement for a longer period.

- c. Authorize Advisory board Chair to hire and execute needed employment contracts with Main Street. Following the above discussion regarding the recruitment process for an executive director, and following the execution of the agreement/MOU for a joint Executive Director, Mr. Burton asked the Advisory Council to authorize Rex to negotiate and execute the needed employment contracts with the Main Street and the successful candidate.

Bill Nassal moved that the Chair, Rex McPherson, be authorized to negotiate and execute the needed employment contracts with the successful candidate along with the Downtown South Main Street; seconded by Ms. Gravitte, and was VOTED upon and PASSED by unanimous voice of those present.

Charlotte Manley, President of the Main Street, was present at the meeting.

- d. Receipt of pilot funds from Orlando Health. Staff has received the “payment in lieu” for 2015 from Orlando Health for exempt properties.

Next Meeting

March 11, 2013 at 9:00 AM, Veteran’s Conference Room.

Announcements

Mr. Nassal announced that he is resigning from the Advisory Council; this will be his last meeting. The Chair recognized Bill Nassal’s service over the past few years helping the DSNID organize and come to fruition.

Adjourn - Chair McPherson moved for adjournment at approximately 9:35 a.m.

City Staff/Consultant's Present

Jason Burton

Pauline Eaton

Members of the Public Present

Charlotte Manley, President Downtown South

Karl Hodges, Orlando Health

Attachments:

Attendance Sheet

Copy of Executed Management Agreement/MOU between DSNID and DS Main Street



CONFERENCE ROOM: Manatee A Conference Room

MEETING: _____

DATE: _____

SIGN-IN SHEET

Name (Please Print)	Business / Property	Telephone	Email Address
Charlotte A. Manley	Kimco Realty Corp / DSO	407-302-6510	cmanley@kimcorealty.com
Pauline Eaton	City of Orlando	407-246-3259	pauline.eaton@cityoforlando.net
Karl Hodges	Orlando Health		

Downtown South Neighborhood Improvement District
C/O City of Orlando – Planning Division
400 S Orange Avenue, 6th Floor
Orlando, FL 32801

January 14, 2015

Charlotte Manley
Chair
South of Downtown Orlando Main Street, Inc.
2901 S. Osceola Ave.
Orlando, Florida 32806

Re: Management Agreement

Dear Ms. Manley,


Reference is made to your letter of October 17, 2014 (the "Terms and Conditions Letter," attached to this Management Agreement as **Exhibit A**), in which you propose terms and conditions for a proposed Management Agreement by and between the Downtown South Neighborhood Improvement District (the "Improvement District") and the South of Downtown Orlando Main Street, Inc. (the "Downtown South Main Street").

Having presented the proposal to the Advisory Council of the Improvement District (the "Advisory Council") at our regular meeting of November 10, 2014, and the Advisory Council having approved the proposed terms and conditions of the Management Agreement at our regular meeting of January 14, 2015, the Advisory Council has authorized me to execute this letter agreement (the "Management Agreement") on behalf of the Improvement District.

By our respective execution of this Management Agreement, the Improvement District and the Downtown South Main Street hereby incorporate the terms and conditions of the Terms and Conditions Letter (with the exception of the final paragraph of said letter) into this Management Agreement and agree to be bound hereby.

If the foregoing correctly sets forth our understanding with respect to these matters, please so indicate by signing a copy of this letter below.

Accepted and agreed to by the Improvement District:

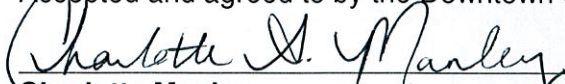


Rex V. McPherson, II
Chair

Date: 1/14/15

Downtown South Neighborhood Improvement District Advisory Council

Accepted and agreed to by the Downtown South Main Street:



Date: 1.15.2015

Charlotte Manley

Chair

South of Downtown Orlando Main Street, Inc.

Charlotte Manley
Chair
South Downtown Orlando Main Street
55 W. Crystal Lake Street
Suite 30
Orlando, Florida 32806
October 17, 2014

Rex V. McPherson, II
Chair
Downtown South NID Advisory Council
13100 W. Colonial Drive
Winter Garden, FL 34787

Dear Rex:

Pursuant to our prior conversation, the following are the Term and Conditions for a proposed Management Agreement between the **Downtown South Neighborhood Improvement District ("DSNID")**, a Local Government Neighborhood Improvement District (LGNID) as authorized by Florida law and **South Downtown Orlando Main Street**, a Florida non-profit corporation.

This correspondence outlines the complete scope of work you requested, including objectives, identification of responsibilities, and estimated fees.

SCOPE OF SERVICES

To implement the overall administration, financial management, and day-to-day activities of the DSNID in accordance with the Downtown South Neighborhood Plan.

1. Program:

To administer the supplemental services as described in the Downtown South Neighborhood Plan through contracts approved by the Downtown South Neighborhood Improvement District Advisory Council for the first year of operations as more specifically described below:

- a. Prepare and recommend annual plans and operating budgets for review and approval by the DSNID Advisory Council. Assure adherence to these plans, maintaining all organizational records, and provide the Advisory Board with periodic management reports, operating statements, and cost and program analyses. These reports shall include, but not be limited to, narratives describing the programs progress and a certified financial report, a Statement of Revenues and Expenditures or any other task or directive as set forth by the DSNID Advisory Council.
- b. Arrange for the collection and disbursement of the DSNID fees, and all other charges, fees, and revenues of the DSNID.
- c. Implementation of Capital Improvement Projects as approved by the DSNID Advisory Council and Orlando City Council including, but not limited to, preparation and issuance of Request for Proposals (RFPs), Requests for Quotes/Qualifications (RFQs), and Grant Applications.

- d. Day to day project management of all Capital Improvement Projects, including but not limited to, project entitlement, assistance in project design and planning, and coordination of the project consultant team (land use attorneys, architects, engineers, etc.)
- e. Analyze development scenarios for new and existing district assets.
- f. Research and evaluate public and private funding opportunities at state and local levels for design assistance, building rehabilitation, parking and public improvements.
- g. Hiring of employees, agent and contractors needed to perform its function for the DSNID.
- h. Negotiate agreements with public and non-profit DSNID.
- i. Insure compliance with all aspects of the DSNID's contract with the City of Orlando including procurement of all goods and services and monitoring and maintenance of all vendor or contractor and consultant relationships.
- j. Coordination of all communication functions including, responding to elected officials, city agencies, DSNID members, media and other inquires, and writing annual reports, newsletters, and member bulletins.
- k. Improve and expand relationships with corporate, community, government, and instructional partners to carry out organizational mission and objectives.
- l. Act as a staff to the DSNID Advisory Council and its committees and serve as the Council's liaison to community and civic groups, government and elected officials.

2. Term of Agreement:

- a. The agreement shall be effective January 1, 2015 and shall run for a period of 1 year, with renewal contingent upon DSNID Advisory Council and South Downtown Orlando Main Street Board approval.
- b. Upon termination of the agreement, the South Downtown Orlando Main Street shall turnover to the DSNID all of the DSNID's books, records and documents maintained by the South Downtown Orlando Main Street, and the DSNID shall turn over to the Downtown South Orlando Main Street any amounts due to the Downtown South Orlando Main Street after return of all books, records and documents.

3. Insurance:

Throughout the period of performance, the South Downtown Orlando Main Street shall maintain (i) Commercial General Liability coverage for all operations including, but not limited to, Contractual, Products and Completed Operations, and Person Injury with a limit of not less than \$500,000 Combined Single Limit bodily injury and property damage, or its equivalent with City of Orlando and Downtown South Neighborhood Improvement District named as an additional insured; (ii) Workers' Compensation coverage for all employees in accordance with Florida law with a

statutory limit for Workers' Compensation and \$100,000 for Employer's Liability; and (iii) Employee's Honesty Insurance of not less than \$100,000 coverage limit with City of Orlando and Downtown South Neighborhood Improvement District named as additional insured.

4. Compensation:

In consideration of the South Downtown Orlando Main Street performing the services of the Program (including, without limitation, all expenditures made pursuant to Section 1), the Downtown South Neighborhood Improvement District shall pay to the South Downtown Orlando Main Street fifty thousand (\$50,000) dollars for administrative services outlined in Section 1.

It is further understood that South Downtown Orlando Main Street will contribute an additional fifteen thousand (\$15,000) dollars towards the salary of the Executive Director selected to perform the services described in Section 1.

The parties will take appropriate steps to assure that Downtown South Neighborhood Improvement District's financial contribution and South Downtown Orlando Main Street's financial contribution are in the ratio of 3.33 / 1.0 with respect to their participation in the compensation of the Executive Director. If it is determined additional monies are needed to adequately compensate the Executive Director selected to perform the services as described herein, each party will contribute their respective percentages; provided, however, in no event shall the additional financial contribution of South Downtown Orlando Main Street exceed five thousand (\$5,000) dollars unless authorized by the South Downtown Orlando Main Street Board.

5. Executive Director Candidate Selection:

It is anticipated that the Downtown South Neighborhood Improvement District Advisory Council Chair, Rex V. McPherson, II, and South Downtown Orlando Main Street Chair, Charlotte A. Manley, (along with technical assistance from City of Orlando Economic Development Coordinator, Pauline Eaton), will participate in the hiring and candidate selection of the Executive Director position.

This proposal is not intended to create any legal rights or obligations between the parties. Any agreement between the parties shall be subject to Downtown South Neighborhood Improvement District Advisory Council approval, the approval of South Orlando Main Street Board, approval from the City of Orlando, and to the full execution of a Management Agreement.

Sincerely,



Charlotte A. Manley
Chair
South Downtown Orlando Main Street