

Proposed Terms for Agreement with the Minneapolis Downtown Improvement District for Council Action

1. The term of the Agreement will be through December 31, 2016, with options to renew for up to two additional three-month period(s)
2. Manager will manage use and event permitting with City staff review and oversight, in accordance with the following terms:
 - Manager will enter into services contracts, concession agreements and other contracts related to operating the Premises as an agent on behalf of the City
 - Manager's contracts and agreements will include all City required terms and conditions
 - The City will retain the right to reject all Manager use and event permitting decisions requiring the exercise of discretion
 - Determinations related to use of the Premises shall not be based on the content of speech related messaging
 - Manager will work with City staff to develop a fee schedule for use of space within the Premises
3. Manager will pay for all items of expense contemplated by the Agreement, in accordance with the following terms:
 - Manager will perform the services at cost, including its own internal overhead cost, and charge no additional fee to the City
 - Manager will work within a City approved Operating Budget for the term of the Agreement
 - Manager shall pay all items of expense for the operation, maintenance, supervision and management of the Premises from the funds in a Premises Operating Account
4. The City will fund the Premises Operating Account for the initial term of the Agreement with an amount of up to \$600,000
5. Income generated by operation of the Premises shall be deposited into an Event Account and will be used to offset items of expense related to the Premises, pursuant to specified terms
6. The City will waive City procurement policies for professional services contracts between Manager and Manager's subcontractors
7. Manager shall comply with all City contracting ordinances

8. Manager shall comply with the provisions of the Uniform Municipal Contracting Law, including the following:
 - Draft specifications
 - Advertise for bids in a local newspaper of general circulation
 - Supply a bid form
 - Select the lowest responsible and responsive bid as defined by Minnesota Law

9. Manager will develop and implement a safety plan, including the following:
 - Establish hours of operation that are consistent with the policies of Minneapolis parks
 - Establish and oversee safety and security protocols with a reasonable level of input from City staff
 - Establish an online and social media presence, including basic amenity information and resources to schedule events with a reasonable level of input from City staff

10. Manager will provide for visitor service and hospitality, including personnel to perform the following tasks:
 - engage the public, provide directions, assistance, and information
 - keep the area clean and free from litter and debris
 - patrol for safety and security issues

11. All staff and other personnel shall be engaged or hired by Manager and shall be employees, agents or independent contractors of Manager and not of the City.

12. Manager will maintain the physical premises, including the following:
 - Monitor and maintain irrigation system
 - Mitigate weeds and maintain plants and trees
 - Provide routine maintenance of fixtures, sidewalks and electrical systems
 - Lease adequate restroom facilities in coordination with events produced by third parties
 - Provide snow removal services of adjacent sidewalks, walkways and other hardscapes
 - Manage access to lawn area to preserve turf

13. Manager will name a site manager to serve as a single point of contact to coordinate, administer, supervise and oversee the terms of the Agreement

14. Manager will comply with City record keeping and auditing requirements

15. The Agreement will not operate so as to transfer ownership or ultimate control of the premises to Manager or any other party
16. Manager will obtain insurance that is acceptable to the City, and comply with all other applicable City General Conditions for Professional Services Contracts over \$50,000

Estimated Operating Budget

Onsite staff	\$ 240,000
Landscape, Maintenance, Snow removal	103,500
Utilities	15,000
Supplies & equipment	85,000
Park Management and Event Coordination	126,500
General Mgmt & Overhead	30,000
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	\$ 600,000