



AGENDA ITEM NO. 1 H
COUNCIL MEETING 02/10/2009
APPROVED BY _____

DEPARTMENT DIRECTOR *[Signature]*

CITY MANAGER *[Signature]*

February 10, 2009

FROM: CRAIG SCHARTON, Director *[Signature]*
Downtown and Community Revitalization Department

BY: KELLY RIDDLE, Economic Development Coordinator
City Manager's Office

SUBJECT: DOWNTOWN PROPERTY BASED IMPROVEMENT DISTRICT ("PBID") - APPROVE
CONSENT TO ASSIGNMENT AND ASSUMPTION OF GRANT FUNDING AGREEMENT AS
AMENDED, FROM ONE BY ONE LEADERSHIP TO THE FRESNO REVITALIZATION
CORPORATION, AND AUTHORIZE EXECUTION OF RELATED DOCUMENTS

KEY RESULT AREA

Economic Development

RECOMMENDATIONS

Staff recommends that the City Council approve the attached assignment and assumption of grant funding agreement as amended to Fresno Revitalization Corporation from One By One Leadership for the PBID and related consultant deliverables.

EXECUTIVE SUMMARY/BACKGROUND

On December 18, 2007, City Staff presented to Council a concept to restore the Fulton Mall by implementing an infrastructure restoration project. Council directed staff to proceed with the study and formation of a Downtown Property Based Investment District. In the FY 2008 Budget, \$40,000 was appropriated and placed in contingency as a matching fund reserve for the PBID and is currently appropriated in the FY 2009 budget. The Downtown PBID Committee received \$15,000 in private gift donations to match the City's \$15,000 that was used to contract with the International Downtown Association ("IDA") through One By One Leadership, a 501(3)(c) non-profit corporation, as the fiscal agent. Last June, the Downtown Fresno Partnership brought in an Advisory Panel from the IDA. IDA's report gave the Fresno effort a direction to accomplish PBID formation.

One by One can no longer offer the services as a fiscal agent because of its recent reduction in force due to the economic downturn. The fiscal agent for the grant funding agreement is being transitioned to the Fresno Revitalization Corporation, a 501(3)(c) non-profit corporation, who has volunteered to accept responsibility as a fiscal agent. The new agreement will allow the City to move forward with the PBID process and continue the work with consultants Progressive Urban Management Associates ("P.U.M.A.").

Presented to City Council
Date 2/10/09
Disposition see approved

REPORT TO THE CITY COUNCIL

Downtown PBID – Approve Consent to Assignment and Assumption of Grant Funding Agreement as Amended, from One by One Leadership to the Fresno Revitalization Corporation, and Authorize Execution of Related Documents

February 10, 2009

Page 2

P.U.M.A. will be hired to oversee and direct the PBID formation. Brad Segal, who was actively involved in the formation of the first California PBID in Sacramento, leads P.U.M.A. They have continued to meet with local PBID leaders and property owners, along with City officials. P.U.M.A.'s proposal is attached.

FISCAL IMPACT

None. Funds are appropriated in the FY 2009 Budget.

Attachment: Assignment/Assumption of Grant Funding Agreement As Amended
Exhibit A – Grant Funding Agreement Regarding Downtown PBID Consultant Deliverables
Exhibit B – Revised Project Performance Schedule
P.U.M.A. Proposal

1H
2/10/09

ASSIGNMENT/ASSUMPTION OF
GRANT FUNDING AGREEMENT AS AMENDED

By

ONE BY ONE LEADERSHIP, a California non-profit public benefit corporation

To

FRESNO REVITALIZATION CORPORATION, a California non-profit public benefit corporation

Consented To By

CITY OF FRESNO, a California municipal corporation

Regarding

DOWNTOWN PROPERTY BASED IMPROVEMENT DISTRICT ("PBID") AND
RELATED DELIVERABLES

This Assignment/Assumption of Grant Funding Agreement as Amended (hereby) Regarding Downtown PBID and Related Deliverables ("Assignment Agreement") effective as of February 10, 2009 is entered between ONE BY ONE LEADERSHIP, a California non-profit public benefit corporation ("Assignor") and FRESNO REVITALIZATION CORPORATION, a California non-profit public benefit corporation ("Assignee"), as consented to by the CITY OF FRESNO, a California municipal corporation ("City").

Recitals

A. City and Assignor are parties to a certain March 4, 2008 Grant Funding Agreement Regarding Downtown PBID Consultant Deliverables ("Agreement"), a copy of which is attached as Exhibit A hereto and incorporated herein; and

B. Assignor desires to assign the Agreement and Assignee desires to assume the Agreement, as modified hereunder, upon the terms and conditions hereunder; and

C. City and Assignor are willing to consent to a no cost assignment and assumption of the Agreement, as modified hereunder in the public interest and upon the terms and conditions herein; and

D. On [February 10 2009], the Fresno City Council considered and approved this Assignment Agreement.

Therefore, for good and valuable consideration, the receipt and adequacy of which are acknowledged, Assignor and Assignee agree as follows:

Section 1. Assignment of Agreement.

Assignor, from and after the effective date, assigns and transfers to Assignee, and Assignee accepts all right, title, interest and obligation in and to the Agreement, as modified hereunder, subject to the terms and conditions set forth in this Assignment Agreement. Assignor and Assignee, without waiver or limitation, agree to take any and all action reasonably required to implement this Assignment Agreement at the request of the City and such is an express condition precedent to the effectiveness hereof.

Section 2. Assumption of Obligations under Agreement.

Assignee, from and after the effective date, shall provide fiscal administration services only, free of any grant match requirement, in pursuit of the Agreement and until the PBID is established and to such extent assumes and agrees to perform and fulfill all the terms, covenants, conditions, and obligations required to be performed and fulfilled by Assignor under the Agreement as modified hereunder.

Section 3. Assignor's Covenants.

Assignor covenants that the Agreement as incorporated herein is the only

agreement relative to the subject matter hereof to which Assignor and City are parties.

Assignor covenants that the Agreement is in full effect and no default exists under the Agreement, nor any acts or events which, with the passage of time or the giving of notice or both, could become defaults.

Section 4. Litigation Costs.

If any litigation between Assignor and Assignee arises out of this Assignment Agreement or concerning the meaning or interpretation of this Assignment Agreement, the losing party shall pay the prevailing party's costs and expenses of this litigation, including, without limitation, reasonable attorneys' fees.

Section 5. Indemnification.

Assignor indemnifies Assignee from and against any loss, cost, or expense, including attorneys' fees and court costs relating to the failure of Assignor to fulfill Assignor's obligations under the Agreement, and accruing with respect to the period on or prior to the date of this Assignment Agreement. Assignee indemnifies Assignor from and against any loss, cost, or expense, including attorneys' fees and court costs relating to the failure of Assignee to fulfill obligations under the Agreement, and accruing with respect to the period subsequent to the date of this Assignment Agreement.

Section 6. Successors and Assigns.

This Assignment shall be binding on and inure to the benefit of the parties to it, their heirs, executors, administrators, successors in interest, and assigns.

Section 7. Governing Law.

This Assignment shall be governed by and construed in accordance with California law.

Section 8. Effective Date.

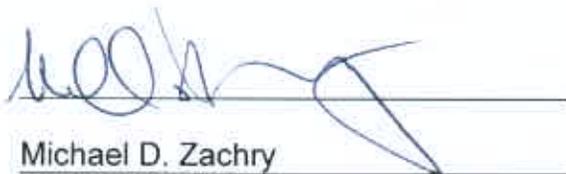
The effective date of this Assignment Agreement shall be the date the City consents to this Assignment Agreement following the parties' complete execution thereof. This Assignment Agreement controls any/all prior in time negotiations/agreements in the event of any conflict.

///

The parties have executed this Assignment as of the date first above written.

ASSIGNOR: ONE BY ONE LEADERSHIP

By:



Name: Michael D. Zachry

Title: CEO

Address: 1727 L St., Fresno CA 93721

Ph. No. 559-233-2000 Ext. 117

Date: January 29, 2009

ASSIGNEE: FRESNO REVITALIZATION CORPORATION

By:



Name: Bryn Forhan

Title: President

Address: 2344 Tulare Street Ste 200 Fresno CA 93721

Ph. No. 559-621-7600

Date:

Attach: Exhibit A – March 14, 2008 Grant Funding Agreement Regarding Downtown PBID Consultant Deliverables

CONSENT OF CITY TO ASSIGNMENT OF AGREEMENT AS MODIFIED
(HEREUNDER)

The City of Fresno consents to the Assignment to Assignee of the Agreement and Assignee's assumption thereof, provided however that (i) the not to exceed "\$15,000" total grant amount referenced in the Agreement is hereby stricken and replaced with a not to exceed "\$40,000" total grant amount, (ii) the Agreement's Exhibit A Project Consultant Deliverables and Payment Schedule and the outside date(s) referenced therein are replaced by the Revised Project Consultant Deliverables and Payment Schedule attached as Exhibit "B" hereto/incorporated herein, (iii) the Assignee's contact person and address shall be [Craig Scherton, City Hall, Fresno, CA], (iv) the Assignee may retain different/additional Consultant(s) in its discretion upon prior approval by the City Manager/designee thereof, and (v) City does not release, waive, relinquish, or compromise any rights under the Agreement against Assignor and Assignee. The City Manager / designee thereof shall be authorized to sign all documents / instruments necessary in pursuit hereof.

Attach: Exhibit B – Revised Project Performance Schedule

CITY OF FRESNO
a California municipal corporation

By: Andrew T Souza

Name: Andrew T. Souza
Title: City Manager

Date: 2/12, 2009

APPROVED AS TO FORM:
James Sanchez
City Attorney

By: R
Robert Coyle, Deputy

Date: February 5, 2009

ATTEST:
Rebecca E. Klisch
City Clerk

By: Rebecca E Klisch
Deputy

Date: 2-13, 2009

GRANT FUNDING AGREEMENT BETWEEN CITY OF FRESNO AND ONE BY ONE
LEADERSHIP REGARDING FULTON MALL RESTORATION CONSULTANT
DELIVERABLES

This GRANT FUNDING AGREEMENT (hereinafter "AGREEMENT") is entered between the CITY OF FRESNO, a municipal corporation of the State of California (hereinafter referred to as "CITY"), and ONE BY ONE LEADERSHIP, a California nonprofit corporation, (hereinafter referred to as "PROVIDER")

WITNESSETH

WHEREAS, the CITY is pursuing concepts and funding options for restoring urban areas including and surrounding the Fulton Mall including façade and infrastructure restoration, and additional services, and preparation of federal/other funding/financing documents and related environmental reviews, including possible formation of Fulton Mall assessment district(s) to create a revenue stream for related debt service; and

WHEREAS, the CITY, in furtherance thereof and upon the terms and conditions herein, desires to contribute to PROVIDER as a grant, funds not to exceed a total of \$15,000 to be used by PROVIDER as a dollar-for-dollar match of funds contributed by PROVIDER for, and to cooperate with PROVIDER regarding PROVIDER's retention, participation, and monitoring of the INTERNATIONAL DOWNTOWN ASSOCIATION, A 501C6 Public Non Profit Organization Incorporated in the State of Illinois, as a third party consultant (hereinafter referred to as "CONSULTANT") to provide analysis of certain Fulton Mall and surrounding area assessment district/related consultant deliverables including scoping and preparation of deliverables relating to possible CITY formation/financing of one or more Project assessment districts variously under The Property and Business Improvement District ("PBID") Law of 1994, The Municipal Improvement Act of 1913 ("1913 Act"), and/or The Improvement Bond Act of 1915 ("1915 Act"), and related deliverables, as more particularly described in the Project Consultant Deliverables and Payment Schedule attached as Exhibit "A" hereto and incorporated herein, (collectively the "Project"); and

WHEREAS, the proposed Project area is within the boundaries of the CITY and not currently subject to assessment or special taxes; and

WHEREAS, CITY and PROVIDER anticipate that PROVIDER may, to the extent consistent with any applicable management district plan(s) and upon approval of a separate contract between CITY and PROVIDER, act as a private nonprofit "owners' association" entity for one or more of the Project assessment districts regarding administration, implementation and improvements specified in the management district plan(s); and

WHEREAS, on [_____], 2008, the Fresno City Council considered and approved this AGREEMENT.

NOW, THEREFORE, in consideration of the above recitals and for other good and sufficient consideration, the CITY and PROVIDER agree as follows:

ARTICLE I
RECITALS

1. All the foregoing recitals are true and correct and incorporated herein by this reference as fully set forth herein.

ARTICLE II
ROLES AND CONTRIBUTIONS OF THE PARTIES

A. CITY OF FRESNO

1. The CITY shall reasonably cooperate with the PROVIDER in preparation of the Project deliverables described in Exhibit "A" hereto/incorporated herein. All legally protected confidential information shall be and remain confidential and proprietary in CITY.

2. The CITY shall pay PROVIDER within 30 days of CITY'S approval of invoice(s) substantiating the required dollar-for-dollar match of funds contributed by PROVIDER, pursuant to the payment schedule set out in Exhibit "A", as a grant not to exceed a total sum of [\$15,000], provided that CITY'S obligations shall be limited to allocated and available funds in each CITY fiscal year.

B. PROVIDER

1. The PROVIDER shall administer and perform its contract with CONSULTANT, consistent with all legal and governmental requirements and its articles of incorporation.

2. The PROVIDER shall monitor the CONSULTANT AGREEMENT in order that all Exhibit A deliverables shall be provided to CITY and PROVIDER by not later than [_____, 200_].

ARTICLE III
GENERAL TERMS AND CONDITIONS

1. Except as otherwise provided by law, all notices expressly required of CITY within the body of this AGREEMENT, and not otherwise specifically provided for, shall be effective only if signed by the City Manager of the CITY, or his/her designee. PROVIDER'S contact person for purposes of this AGREEMENT shall be [_____].

2. Any notice required or intended to be given to either party under the terms of this AGREEMENT shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this AGREEMENT or at such other address as the parties may from time to time designate by written

notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

3. Each party shall have full rights to own and use the Project deliverables hereunder, except as to designated protectable confidential information.

4. In pursuit of this AGREEMENT the parties shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the other party. Each party shall retain the right to administer this AGREEMENT so as to verify that the other party/ies is/are performing respective obligations in accordance with the terms and conditions hereof. Each party shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matters herein.

5. Each party shall indemnify, hold harmless and defend the other including respective officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred thereby, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising directly or indirectly from the negligent or intentional acts or omissions in the performance of this AGREEMENT. This section shall survive termination or expiration of this AGREEMENT.

6. It is understood and agreed that each party maintains insurance policies or self-insurance programs to fund its liability under this AGREEMENT. The parties agree that such respective program or policy coverage for workers' compensation shall contain a waiver of subrogation as to the other parties and each of their respective officers, officials, agents, employees and volunteers. Evidence of Insurance, Certificates of Insurance or other similar documentation shall not be required under this AGREEMENT unless expressly requested in writing.

7. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this AGREEMENT, the prevailing party in such proceeding or action shall be entitled to recover from the other party(ies) its reasonable attorney's fees and legal expenses.

8. In the event of any conflict between the body of this AGREEMENT and any exhibit or attachment hereto, the terms and conditions of the body of this AGREEMENT shall control and take precedence over the terms and conditions expressed within the exhibit or attachment.

9. Each party acknowledges that they have read and fully understand the contents of this AGREEMENT. This AGREEMENT represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral.

10. This AGREEMENT shall be in effect upon its full execution by the parties for the period [_____, 2008] through the earlier of the complete rendition of Project services or [_____, 200_.]

11. The parties acknowledge and agree that nothing in this AGREEMENT creates any third party rights.

12. This AGREEMENT may be modified only by written instrument duly authorized and executed by all the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO, a Municipal Corporation

ONE BY ONE LEADERSHIP

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

ATTEST:

REBECCA E. KLISCH
City Clerk

By: _____
Deputy

APPROVED AS TO FORM:
JAMES C. SANCHEZ
City Attorney

By: _____
Robert R. Coyle, Senior Deputy

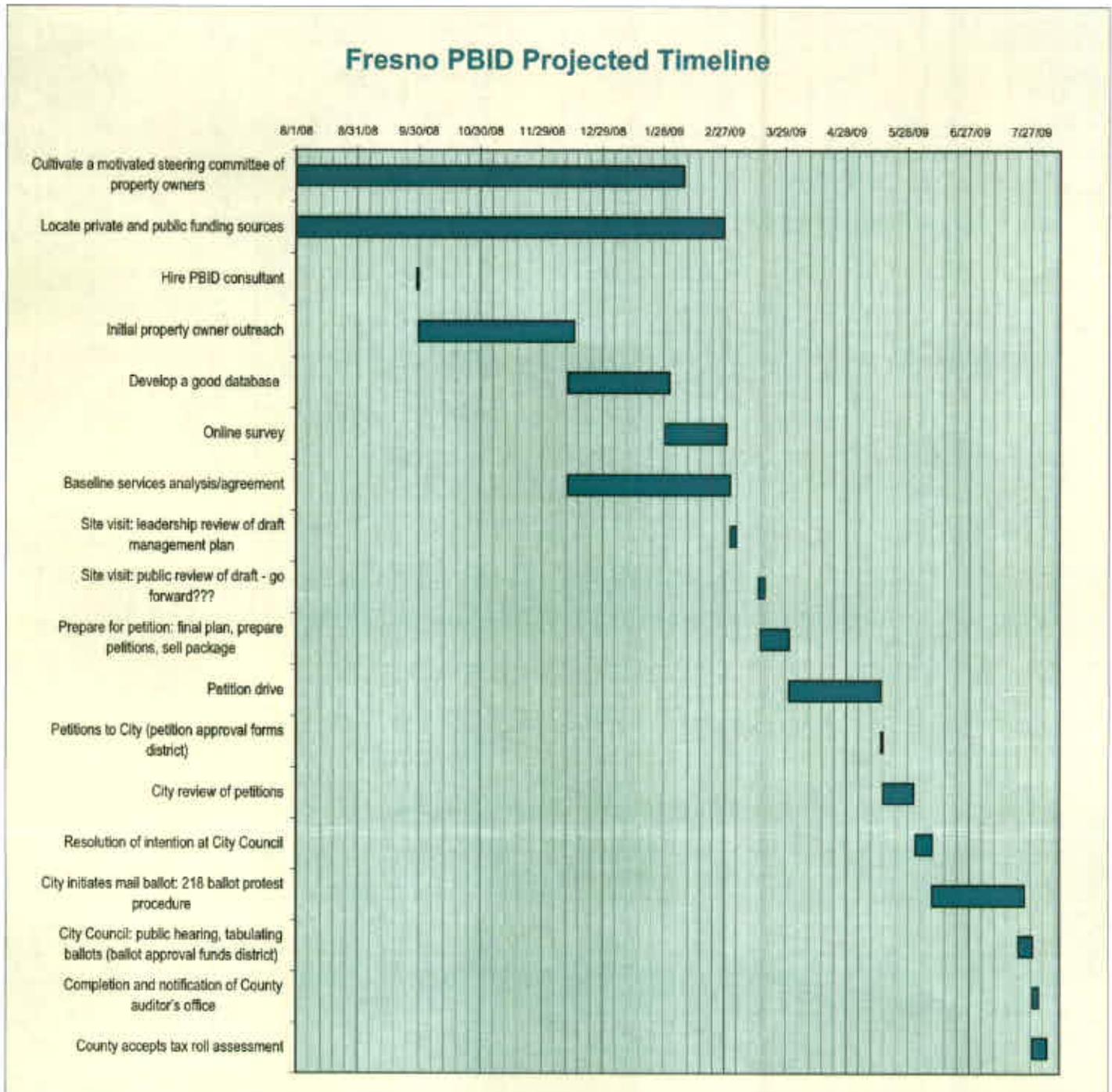
Attachment: Exhibit "A" Project Consultant Deliverables and Payment Schedule

EXHIBIT "A"

Project Consultant Deliverables and Payment Schedule

(Attached Hereto)

EXHIBIT B
Proposed Deliverables-Timetable



These activities will include hiring a PBID consultant and project engineer to assure property owners are informed before voting and all legal requirements under California law are met.

Through the course of this work, ancillary expenses include meeting room expenses, food and beverage, printing and mailing, office and equipment expense, and support staff.

The Downtown Fresno Partnership, the steering committee for this effort, are primarily volunteers.

Downtown Fresno PBID PROPOSED APPROACH

Project Objectives

Progressive Urban Management Associates proposes to assist the Downtown Association of Fresno (DAF) and the downtown business community evaluate the feasibility for creating a property-based business improvement district (PBID), and, if found both necessary and feasible, proceed through the legal steps to form it. Specific project objectives include:

- Build upon the work and recommendations of the June 2008 IDA Advisory Panel.
- Assess the dynamics of downtown Fresno's economic, political and planning environment. Identify significant market changes that have occurred over the past five years and anticipate those that can be reasonably expected through the next five to ten years.
- Determine how DAF and a new PBID should best be positioned and organized to respond to current challenges and opportunities.
- Determine program priorities for downtown (i.e. enhanced security, maintenance, marketing, economic development, parking management, etc.) and develop a blueprint to ensure that new initiatives strengthen and unify overall downtown development, marketing and management efforts.
- Engage DAF's board of directors and other downtown stakeholders in a participatory process to evaluate and potentially form the PBID.

Proposed Approach

Three steps are anticipated to determine the feasibility and optimal plan for the PBID and then, if found necessary and feasible, create it. The consulting approach builds support for the PBID through a series of participatory processes that educate and engage direct stakeholders.

To provide input, direction and an overall "sense of reality", a **PBID Steering Committee** composed of business, property and civic representatives is recommended to work with the consultant team through the duration of the project. A 12 to 18 member Steering Committee is recommended, including representatives from the DAF board, key downtown businesses, influential property owners and City representatives. Three steps during a nine month process are anticipated, resulting in a Downtown Fresno PBID Management Plan and the completion of a petition drive, City Council hearings and mail ballot process to form the PBID.

We also anticipate that the DAF will designate a **project manager** to work with the consultant team. Tasks for the project manager include updating and maintaining a comprehensive property database, arranging logistics for consultant meetings and site visits and, if needed, managing the campaign to form the PBID, including petition assignments, community relations and project timetable.

Step 1: Preparation

- 1.1 **Downtown Market Reconnaissance:** The consultant team will undertake an initial project orientation site visit to become acquainted with Downtown Fresno and its various sub-districts, assess changes over the past five years and understand opportunities for the next ten. Prior to the site visit we will review plans and market studies that have been completed over the past five years. We will review findings from the IDA Advisory Panel and interview panel participants. During the market reconnaissance phase we will meet with influential property and business owners, civic leaders and city officials. Local database capabilities will be evaluated, a study area defined and an initial meeting with the PBID Steering Committee and/or the DAF board of directors will be convened.
- 1.2 **Database Development:** The consultant team will assist the DAF to update and refine a comprehensive property database from available information at the City, County and other existing sources. The database will be designed for a variety of uses, including periodic mailings to property owners, source data for assessment scenarios and tracking for the PBID petition and 218 ballot campaigns. *DAF staff will be expected to update and maintain the database – the consultant team can assist in the updating process and provide technical assistance as needed.*
- 1.3 **Base Level of Services:** A quantified definition of the City's existing base level of services and a commitment to maintain existing services can be developed early in the PBID formation process. The consultant team will work closely with the City and the DAF to provide model base level of services agreements from other cities, assist in negotiations and participate in the process as requested.

Step 2: Plan Development, Review & Refinement

- 2.1 **Downtown Stakeholder Outreach:** To educate a broad array of downtown property owners, businesses and civic leaders (i.e. "stakeholders") on the PBID concept, and to determine priorities for supportable PBID services, the consultant team will conduct a series of up to six (6) roundtable discussion groups and up to 15 one-on-one meetings. Each discussion group will contain from 8 to 12 participants representing a particular stakeholder segment (i.e. retail, services, theater and the arts, property owners, etc) within Downtown. Discussion groups should also be determined by geographic sub-districts. The discussion groups will aim to identify strengths and weaknesses within the Downtown and the willingness of stakeholders to support creation of the district. Recommendations for moving forward will be submitted to the PBID Steering Committee and/or the DAF board of directors. The consultant team will also meet individually with key stakeholders, including city officials, to obtain input into the design of the PBID.
- 2.2 **Direct Mail/email Survey:** To broaden the outreach effort and obtain input on PBID priorities, a direct mail survey will be distributed to affected property and business owners via direct mail and/or electronically. Similar to the roundtable discussion groups, the survey will aim to assess priority needs and the appetite for supporting creation of the district. (The consultant will design, tabulate and

interpret the survey, DAF will be expected to copy and distribute it.)

- 2.3 **Draft PBID Draft Management Plan:** Under the direction of the DAF board of directors and/or the PBID Steering Committee, a PBID Draft Management Plan will be compiled. The PBID Draft Management Plan will respond to downtown's recent market changes and anticipate future opportunities. The Management Plan will also incorporate the recommendations from the IDA Advisory Panel, stakeholder outreach and surveys. It will include the following components:

- Plan summary;
- District rationale and objectives;
- Recommended district boundaries;
- Service plan options with first year budget and ten year projection;
- Recommended assessment methodology;
- Governance and service delivery structure;
- Relationship to DAF, existing BIA and other organizations;
- City participation issues;
- District rules and regulations;

The preliminary *Draft Management Plan* will be reviewed by the PBID Steering Committee and/or the DAF board of directors with the consultant.

- 2.4 **Plan Review Workshops:** The consultant team will present the options and recommendations from the preliminary *Draft Management Plan* to Downtown Fresno stakeholders through a series of up to three workshops. Participants from roundtable discussion groups, direct mail surveys and other outreach will be encouraged to attend the workshops. The intent of the workshops is to obtain stakeholder input prior to completion of the final *PBID Management Plan*.
- 2.5 **Stakeholder Consensus:** Following the plan review workshops, a consensus Management Plan will be developed with input from the PBID Steering Committee and the DAF board of directors. ***At this step, the feasibility for proceeding with creation of the district and the property owner petition drive is determined.***

Step 3: PBID Creation -- Petition & Ballot Campaigns

- 3.1 **Legal Review, Engineer's Report & Final Plan:** Legal counsel will undertake a final review of the plan and initiate preparations for the property owner petition drive, including review of the draft petition and petition collection procedure. The Management Plan and assessment methodology will be evaluated by a certified engineer (Kristin Lowell Inc.) to verify utility in spreading benefits and providing overall fairness. The Engineer's Report is a requirement of California's Proposition 218. Based upon the stakeholder and legal review of the preliminary *Management Plan*, the consultant team will incorporate revisions and prepare a final *Downtown Fresno PBID Management Plan*. The plan format, pioneered in California by the consultant team, is designed to comply with AB3754 and Proposition 218, plus be utilized as a user-friendly educational tool for property and business owners.

- 3.2 **Database Verification/Refinement for Campaign:** To prepare for the property owner petition drive, the database will be refined to prepare property data sheets profiling each property owner. The data sheet must then be mailed to each property owner along with the PBID petition allowing for protests on the validity of the data. An arrangement with the City is recommended to facilitate site inspections for property owners that choose to appeal. Database parameters will also be expanded to include percentage of influence on petition drive, support inclination and other information useful for the petition drive.
- 3.3 **Campaign Training/Classify Support Inclinations:** The consultant team will provide coaching and training to the Steering Committee, which will now evolve into a Property Owner "sales team", charged with obtaining signatures. Sector captains will be appointed to oversee campaign activities within specific areas. The Committee will help the consultant team and staff to classify inclinations of support or opposition from all property owners. Property owner classifications will be added to the database.
- 3.4 **PBID Newsletter:** The consultant team will prepare a summary newsletter that communicates the parameters and benefits of the PBID. The newsletter will summarize the management plan and will be distributed with petitions.
- 3.5 **Draft Petition/City Review:** A draft petition for the PBID will require City review. The consultant team will work with staff behind-the-scenes to keep the process on track. The actual petition package for property owners will consist of several items, including a summary of the PBID Management Plan, petition, newsletter and property owner data sheet with estimated assessments. The consultant team will work with the DAF to ensure that these materials are assembled and prepared properly.
- 3.6 **Campaign Assistance:** The consultant team will monitor and provide assistance to the Property Owner's Committee during the petition drive and City Council approval process. These meetings will include tracking support, making "sales" assignments for property owners, and developing strategies for approval of the PBID.
- 3.7 **218 Ballots:** Following the submission of petitions to the City Council, the consultant team will assist the DAF and the City of Fresno complete the required 218 ballot process.
- 3.8 **City Council Approval:** Upon the completion of a successful petition drive, the consultant team will be available to participate in public hearings establishing the PBID.