

MEETING DATE: 12/08/08

AGENDA ITEM: Public Hearing to Consider Continuation of the Downtown Business Improvement District, and Approval of the Management Agreement between the Downtown Business Association and the City.

ATTACHMENTS

	<u>Pages</u>
1. Staff Report 11/10/08 Consideration of DBA BID	1-8
2. 2009 BID Work Program and Budget (Approved by Council 11/10/08)	9-11
3. Internal Revenue Service tax-exempt certification	12-13
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5. DBA Quarterly Financial Statements and A/P Summary	15-24
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7. Management Agreement 2009-10	26-36
8. Resolution to Levy the Proposed Assessment	37-41

Attachment 1

City of Culver City, California City Council Agenda Item Report

Meeting Date: 11/10/08		Item Number: <u>A-10</u>	
AGENDA ITEM: 1) Approval of the Downtown Culver City Business Improvement District Advisory Committee's Annual Work Program and Budget; and 2) Adoption of a Resolution of Intention to Conduct a Public Hearing for Continuation of the Downtown Business Improvement District.			
Contact Person/Dept.: Glenn Heald		Phone Number: (310) 253-5752	
Fiscal Impact: Yes ☐ No ☒		General Fund: Yes ☐ No ☐	
Public Hearing: ☐		Action Item: ☒	Attachments: ☒
Public Notification: Meeting notification and copy of the annual Work Program and Budget mailed to all businesses located in the Downtown Business Improvement District (10/23/08); published in the Culver City News (10/30/08 & 11/06/08); Master Notification List (11/05/08).			
Department Approval: Sol Blumenfeld (10/22/08)		City Attorney Approval: Carol Schwab (by H. Baker) (11/05/08)	
Chief Financial Officer Approval: Jeff Muir (by MVN) (11/03/08)		City Manager Approval: Jerry B. Fulwood (11/05/08)	
<u>RECOMMENDATION:</u> Staff recommends the City Council 1) approve the Downtown Culver City Business Improvement District (the "BID") Advisory Committee's annual Work Program and Budget for 2009 (the "Report"); and 2) adopt a Resolution of Intention to conduct a public hearing on December 8, 2008, for the continuation of the BID. <u>BACKGROUND:</u> The BID provides a mechanism for businesses to levy assessments on themselves for, among other things, the maintenance of public spaces and the acquisition, construction, installation and maintenance of specific improvements. The BID allows Downtown businesses to be more self reliant, which reduces their dependency on the City of Culver City and Culver City Redevelopment Agency. The BID Work Program is managed by the Downtown Business Association (the "DBA") in accordance with a Management Agreement between the DBA and the City. The Management Agreement requires the DBA to maintain tax-exempt status with the Internal Revenue Service, maintain one million dollars of General Liability insurance, and submit quarterly reports and budget updates to the Community Development Director describing progress toward completing their approved work program. The DBA's tax documents, insurance and quarterly reports are attached (Attachment Nos. 3, 4, and 5).			

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In accordance with the legal process for renewing a BID, the Council is first required to review and approve the BID Advisory Committee's Report during a public meeting. The Report describes any proposed changes in the BID boundaries, a description of activities to be undertaken (a work program), an estimate of the cost to provide the activities (a budget), the assessment formula, the amount of surplus/deficit to be carried over from the previous year, and the amount of other expected BID contributions. The City Council may modify any particular element contained in the report and approve it as modified.

At the conclusion of the public meeting, the Council must adopt a Resolution of Intention (Attachment No. 1) to conduct a public hearing if the BID is to be continued for 2009. Upon completion of the public hearing, which has been tentatively scheduled for December 8, 2008, the Council must approve a final resolution to formally continue the BID. The public will be notified of the public hearing in accordance with State law.

The BID was formed in September 1998, when the Council adopted Ordinance No. 98-011, in accordance with the Parking and Business Improvement Area Law of 1989 (the "Law").

The BID was amended in December 2000, when the Council rescinded Ordinance No. 98-011 and adopted Ordinance No. 2000-027. The new ordinance revised the BID assessment formula to increase the amount of the assessment and revised the BID Management Agreement to clarify ambiguous language in an attempt to streamline the administrative process.

DISCUSSION:

BID ACCOMPLISHMENTS 2008

Maintenance

- Continuation of the DBA's sidewalk maintenance and landscape program provided by the DBA Clean Team.
- Coordination with City of Culver City to implement a Memorandum of Understanding (MOU) for downtown maintenance. The MOU transfers funding to the DBA to perform increased maintenance and landscape services in downtown. Beginning September 2008, the following services are being provided by the DBA per the MOU agreement:
 - A sidewalk maintenance program with the DBA Clean Team on the streets daily conducting the following services: sweep litter, debris and refuse from

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sidewalks, alleys (paseos) and gutters of the District, empty sidewalk trash receptacles, sweep and pressure wash sidewalks, plaza, paseos, and alleys, parking structure entrances, landings and stairwells. Sweep and maintain areas around trash compactors, cleaning of street furniture (benches, bike racks, parking meters, mailboxes, and pay phones). DBA Clean Team on streets daily.

- A Landscape Program that includes the following: weed abatement in planters, medians and sidewalks; trash and debris removed from planting areas; removal and replacement of dead vegetation; and trimming of bushes and shrubs. Plants and flowers are to be provided in planting areas and pots on an annual basis.
- Coordination with City Sanitation Division and businesses to improve the District's dumpster/trash issue. Worked to include possible increases in the quantity of dumpsters and trash receptacles as well as improved maintenance of trash compactors and dumpsters.

Communication & Image

- Established a "Marketing Committee" of the Board of Directors to develop programs for promoting downtown businesses and marketing partnerships with established and new downtown businesses.
- Continued expansion of Website with features including "Downtown Lowdown" email newsletter, expanded Calendar, and personalized feature boxes with photos of Downtown businesses.
- Maintenance of downtown LED twinkle lights.
- Partnered with the City to purchase an artificial holiday tree with "green" LED lights and decorations to be used for the annual Holiday Tree Lighting Ceremony.
- Worked with the City to establish a holiday program and sought out sponsorship from downtown stakeholders for the holiday program.

Advocacy & Administration

- Contracted with Urban Place Consulting Group for services as Executive Director in order to carry out day-to-day administrative responsibilities. In September 2008, hired a new Executive Director to perform said services.
- Partnered with the City to implement the Culver City Downtown Valet Parking Program in July of 2008. Continued management of the Culver City Downtown Valet Parking Program; working with City's Engineering Division to determine best practices for a successful program.

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- Established "Restaurant Committee" of the Board of Directors to develop and monitor programs related to valet parking, sanitation, maintenance and marketing of downtown businesses.
- Expedited communication with the City regarding violations of existing codes in relation to aesthetics and safety of the downtown District.
- Partnered with City of Culver City on advocacy issues such as outdoor dining standards, smoking regulations, recycling, and other initiatives that may impact the quality of life for businesses and all users of downtown Culver City.
- Enhanced day-to-day management of maintenance and communication programs as well as constituency services.
- Improved interaction with City to ensure timely assessment billing and payment.

BID ASSESSMENTS 2008

During 2008, there were 147 businesses subject to the BID assessment. Of these, the assessment was collected from 135 businesses (91%). The total amount collected was approximately \$122, 085. The remaining 12 businesses owe all or a portion of their assessment(s). If payment is not received after a final notice, a claim will be forwarded to the City Attorney's Office for consideration of filing in small claims action court.

BID ACTIVITIES PLANNED FOR 2009

In October the BID Advisory Committee filed the proposed 2009 Work Program and Budget (Attachment No. 2) with the City Clerk. The Advisory Board proposes the following activities within their Work Program for 2009:

Maintenance

The DBA Clean Team will perform increased downtown maintenance services per the Memorandum of Understanding (MOU) between the City of Culver City and Culver City Downtown Business Association. MOU services are separately funded by a separate agreement between the City of Culver City and the DBA. Other Work Plan items outside of Maintenance are not funded by MOU dollars. Downtown maintenance services, including both MOU agreed and DBA provided services, are as follows:

- Sidewalk maintenance program:
 - Personnel sweep litter, debris and refuse from sidewalks, alleys (paseos) and gutters of the District.
 - Empty sidewalk trash receptacles throughout District twice per day on Friday, Saturday and Sunday.

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- Sweep and pressure wash sidewalks, plaza, paseos, and alleys within the District on a regular schedule throughout the year
- Monthly pressure washing of parking structure entrances, landings and stairwells.
- Sweep and maintain areas around trash compactors.
- Street furniture to be wiped and cleaned daily (benches, bike racks, parking meters, mailboxes, and pay phones).
- DBA Clean Team on streets daily, 10am to 4pm (Sun-Thurs) and 1pm to 7pm (Fri and Sat).
- Landscape Program:
 - Weed abatement in planters, medians and sidewalks.
 - Trash and debris will be removed from planting areas.
 - Removal and replacement of dead vegetation.
 - Trimming of bushes and shrubs.
 - Plants and flowers to be provided in planting areas and pots on an annual basis.
- Graffiti reporting:
 - Graffiti is logged and reported immediately to the City Graffiti Removal Team for removal.
 - Paper signs and handbills will be removed

Communication & Image

- Maintenance of year-round Culver Blvd. decorative tree lights (twinkle lights).
- Continued development of marketing partnerships with established and new downtown business.
- Continued upgrading of website with greater services, information and linkage provided.
- Continuing the distribution of the Downtown Lowdown, monthly e-newsletter.
- Partner with the City of Culver City and the downtown business community to create a festive holiday atmosphere for downtown.
- Partner with City of Culver City to produce the annual Holiday Tree Lighting Ceremony.

Advocacy & Administration

- Continue management of the Culver City Downtown Valet Parking Program; working with City of Culver City Engineering to determine best practices for a successful program.
- Continue management of downtown maintenance program, including increased services set forth by the MOU agreement with the City of Culver City.

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- Proactive communication with City on violations of existing codes in relation to aesthetics and safety of facades and streetscape.
- Continuing coordination between City Sanitation Division and businesses to improve the District dumpster/trash issue. Work to include increasing the quantity of dumpsters and trash receptacles, as well as improving the maintenance of trash compactors and dumpsters.
- Partner with City of Culver City on advocacy issues and initiatives that may impact the quality of life for businesses and all users of downtown Culver City.
- Continue working with the City to develop additional funding to increase the maintenance and landscape efforts in downtown.
- Fundraising effort will be explored to continue programs such as the Holiday Tree Lighting and other programs deemed important to the success of downtown.
- Interacting with the City to insure timely assessment billing and payment.
- Day to day communication of programs with DBA constituency.

BID ASSESSMENTS 2009

The proposed activities will primarily be funded through the assessment, which applies to Downtown businesses at the rates shown below. The Advisory Committee does not propose any changes to the Advisory Committee structure, nor to the boundaries of the parking and business improvement area. A map illustrating BID boundaries is included as Exhibit "A". The Advisory Board recommends a 17 percent increase in assessment rates for 2009 which will support the ongoing management and implementation of increased programs that benefit all downtown businesses and users. This rate increase realizes a \$21,000 budget increase and was calculated using the current year's (2008) anticipated revenues and potential BID fees heading into 2009. The Advisory Board recommends changes to the assessment schedule as follows:

Business Type	City Business License Code	Annual BID Fee
TYPE A		
Retail 1-1000 sq. ft.	036-144, 396, 399, 402	\$ 351
Retail 1001-2500 sq. ft.		\$ 585
Retail 2501-5000 sq. ft.		\$ 877.50
Retail > 5000 sq. ft.		\$1170
Hotel	456, 480	\$1755
Bar/Restaurant: Total Seats, both Indoor & Outdoor:	390, 654-690	
0-50 seats		\$1170
51-100 seats		\$1755
> 100 seats		\$2340

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Computer Graphics & Computer Services	152, 200	\$ 585
Martial Arts Studio, Health Studios, Hair Salon	744, 276	
0-25,000 sq. ft.		\$ 585
> 25,000 sq. ft.		\$1170

TYPE B

Theaters	858	\$2.34/seat
Live Performance	858	\$1.17/seat

TYPE C

All others, not listed		\$351
------------------------	--	-------

TYPE D

Banking Institutions 0-7500 sq. ft.	342	\$1170
Banking Institutions > 7500 sq. ft		\$1755
Film Studios	490, 498	\$1170
Recording Studios	554	\$1170
Utilities		\$1170
Hospitals > 20,000 sq. ft.	780	\$2340
Hospitals and Clinics < 20,000 sq. ft.		\$1170

TYPE E

Commercial Rentals	432	
< 5,000		\$1170
5,001-15,000		\$1755
15,001-25,000		\$2340
25,001-35,000		\$2925
Over 35,000		\$3510

The DCCBID's activities and estimated costs for the coming year are set forth in Exhibit "B" Proposed year 2009 Work Program Budget. All funds collected are used for BID activities which strengthen the business climate within the BID area, attract new investment and improve the quality of life for all downtown users.

Note:

1. Fee for individual business owners with multiple business licenses/operations at the same address will be based on the single highest category.
2. Business owners with multiple business locations within the BID area will be assessed separately at each location.
3. Commercial rentals will be assessed for each building location, not each tenant space.

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4. Multiple independent business owners at the same address will be assessed separately at their respective rates.

FISCAL ANALYSIS:

The BID's quarterly financial statements for 2008 are attached for your information. These financial statements describe activities undertaken and funds expended during their fiscal year.

As previously stated, funds from the 2009 BID assessment will be used for business enhancement, design activity and other items in accordance with the Law. During 2009, the BID anticipates assessment revenues of \$122,900.00 and carry-over funds in the amount of \$ 36,016.67. The DBA now funds the salary of the Executive Director (this was previously subsidized by the Agency).

There is no fiscal impact to the City for the approval of the BID Annual Work Program.

ATTACHMENTS:

1. Resolution of Intention.
2. 2009 BID Work Program and Budget.
3. Internal Revenue Service tax-exempt certification.
4. DBA Certificate of General Liability Insurance.
5. DBA quarterly financial statements and Accounts Payable summary.

MOTION:

That the City Council:

1. Approve the 2009 BID Advisory Committee's Annual Work Program and Budget as filed with the City Clerk; and,
2. Adopt the Resolution of Intention to set December 8, 2008, as the date for a public hearing to consider the continuation of the Downtown Culver City Business Improvement District.

Attachment 2

The Advisory Board proposes the following Work Program for 2009:

MAINTENANCE

The DBA Clean Team will perform increased downtown maintenance services per the Memorandum of Understanding (MOU) between the City of Culver City and Culver City Downtown Business Association. Downtown Maintenance services are as follows:

- Sidewalk maintenance program:
 - Personnel to sweep litter, debris and refuse from sidewalks, alleys (paseos) and gutters of the District
 - Empty sidewalk trash receptacles throughout District 2 times a day on Friday, Saturday and Sunday
 - Sweep and pressure wash sidewalks, plaza, paseos, and alleys within the District on a regular schedule throughout the year
 - Monthly pressure washing of parking structure entrances, landings and stairwells
 - Sweep and maintain areas around trash compactors
 - Street furniture to be wiped and cleaned daily (benches, bike racks, parking meters, mailboxes, and pay phones)
 - DBA Clean Team on streets daily, 10am to 4pm (Sun-Thurs) and 1pm to 7pm (Fri and Sat)
- Landscape Program:
 - Weed abatement in planters, medians and sidewalks
 - Trash and debris will be removed from planting areas
 - Removal and replacement of dead vegetation
 - Trimming of bushes and shrubs
 - Plants and flowers to be provided in planting areas and pots on an annual basis
- Graffiti reporting:
 - Graffiti is logged and reported immediately to the City Graffiti Removal Team for removal
 - Paper signs and handbills will be removed.

COMMUNICATION/IMAGE

- Maintenance of year-round Culver Blvd. decorative tree lights.
- Continued development of marketing partnerships with established and new downtown business
- Continued upgrading of website with greater services, information and linkage provided
- Continuing the distribution of the Downtown Lowdown, monthly e-newsletter
- Work with the City of Culver City and the downtown business community to create a festive holiday atmosphere for downtown
- Work with City of Culver City to produce the annual Holiday Tree Lighting Ceremony.

ADVOCACY & ADMINISTRATION

- Continue management of the Culver City Downtown Valet Parking Program; working with City of Culver City Engineering to determine best practices for a successful program
- Continue management of downtown maintenance program, including increased services set forth by the MOU agreement with the City of Culver City
- Proactive communication with City on violations of existing codes in relation to aesthetics and safety of facades and streetscape
- Continuing coordination between City Sanitation Division and businesses to improve the district dumpster/trash issue. Work to include increasing the quantity of dumpsters and trash receptacles, as well as improving the maintenance of trash compactors and dumpsters
- Work with City of Culver City on advocacy issues such as outdoor dining standards, smoking regulations, recycling and other initiatives that may impact the quality of life for businesses and all users of downtown Culver City
- Continue working with the City to develop additional funding to increase the maintenance and landscape efforts in downtown
- Fundraising effort will be explored to continue programs such as the Holiday Tree Lighting and other programs deemed important to the success of downtown
- Day to day management of communication programs and constituency services
- Interacting with the City to insure timely assessment billing and payment
- Work with City of Culver City to identify opportunities for District expansion, particularly east along Washington to the Culver City Arts District and Helms Bakery

Downtown Culver City-Business Improvement District

Proposed Year 2009 Work Program and Budget

Revenue

2009 BID Assessment Fees	\$143,900
Carry forward from 2008 assessments	\$ 36,000
Interest Income	\$ 120
Memorandum of Understanding (MOU)	\$122,420

Total Revenue

\$302,440

Expenses

Maintenance Management Contract (\$2,015 @ 12mos)	\$ 24,180
-Labor (\$1665 per month)	
-Fuel (\$350 per month)	
MOU Maintenance Management (\$10,201 @ 12 mos)	\$122,412
Uniforms	\$ 1,000
Beautification Management (Twinkle Lights)	\$ 3,000

Total Maintenance Management

\$150,592

Advocacy/Administration

City BID Administration Fee (2%)	\$ 2,878
Professional Fees	\$ 5,000
D & O Insurance	\$ 1,450
Liability Insurance	\$ 770
Tax Preparation, Dues, Permits	\$ 900
Bank Service Charges	\$ 0
Office Rent	\$ 0
Telephone	\$ 800
Postage	\$ 400
Office supplies	\$ 600
Computer Services	\$ 600
Management	\$ 54,000

Downtown Valet Parking Management

City Fees (\$1,290 @ 12mos)	\$ 15,480
Lot leases (\$2,000 @ 12 mos)	\$ 24,000

Total Administration

\$106,878

Communication/Image

-Website/Lowdown	\$ 2,500
-Holiday (tree, ads and event)	\$ 3,300
-Misc.	\$ 3,170

Total Communication/Image

\$ 8,970

2008 Reserves

\$ 36,000

Total Expenses

\$302,440

Attachment 3

ON REPLY OF THE TRIBUNAL

INTERNAL REVENUE SERVICE
DISTRICT DIRECTORP. O. BOX 2508
SACRAMENTO, CA 95201

Date: APR 20 1999

COLUMBIA CITY DISTRICT DIRECTOR
ASSOCIATION INC
PO BOX 1332
COLUMBIA CITY, CA 95722Employer Identification Number:
95-4606649

TIN:

31053024

Contact Person:

DOB 31304

VICTORIA LAMMY

Contact Telephone Number:

(977) 823-5504

Internal Revenue Code

Section 501(c)(6)

Reporting Period Ending:

July 31

Form 990 Required:

Yes

Additional Copies:

No

Dear Applicant:

Based on information supplied, and examining your explanation will be as stated in your explanation for nonpayment of assessed tax. We have determined you are exempt from Federal income tax under Section 501(c) of the Internal Revenue Code as an organization described in the section indicated above.

Under specifically exempted, you are liable for taxes under the Federal Insurance Contribution Act (Federal security taxes) for each employee as when you pay \$100 or more during a calendar year. And, unless exempted, you are also liable for tax under the Federal unemployment tax for each employee as when you pay \$200 or more during a calendar quarter. During the calendar or preceding calendar years, you had one or more employees at any time in each of 30 calendar weeks or you paid wages of \$1,500 or more in any calendar quarter. If you have any questions about exemption, employment, or other Federal taxes, please address them to this office.

If your records of exempt, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the changes on your exempt status. In the case of an exemption to your organization, please document or explain, please send us a copy of the exempt documents or explain. Also, you should inform us of all changes in your area or address.

In the handling of this letter we have indicated whether you owe this Form 990. Return of Organization Exempt from Federal Tax. If you do not owe this Form 990, you are required to file Form 990 only if you have gross receipts over \$50,000 or are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are not more than \$50,000 or 1990, and sign the return.

If a return is required, it must be filed by the 15th day of the sixth month after the end of your exempt accounting period. A penalty of \$25 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the return penalty charged cannot exceed \$10,000 or 5

Letter 946. 03/99

-2-

CULVER CITY DOWNTOWN BUSINESS

percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete, so please be sure your return is complete before you file it.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You are required to make your annual return available for public inspection for three years after the return is due. You are also required to make available a copy of your exemption application, any supporting documents, and this exemption letter. Failure to make these documents available for public inspection may subject you to a penalty of \$20 per day each day there is a failure to comply (up to a maximum of \$10,000 in the case of an annual return).

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

If we have indicated in the heading of this letter that an addressee applies, the enclosed addressee is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are given in the heading of this letter.

Sincerely yours,


District Director

Letter 940 (10/00)

Attachment 4

BEL	POLICY NUMBER	TC	PRODUCER NUMBER	AC	ACCOUNT NUMBER	AUDIT
D	PAS 02304121		19072982		K017832363-001-00001	NONE

BRANCH 4U NORTHERN CALIFD

ANNIVERSARY EFF 04/08/2001



ZURICH

**PRECISION PORTFOLIO POLICY
COMMERCIAL GENERAL LIABILITY DECLARATIONS
PRECISION AMERICA
OFFICE PROGRAM**

This coverage part consists of this declarations form, the common policy conditions, and the coverage forms and endorsements indicated as applicable on the forms list.

COVERAGES AND LIMITS OF INSURANCE

Some of these coverages are sublimits or are subject to aggregate limits. Refer to your policy to determine how they apply.

GENERAL AGGREGATE	\$2,000,000
PRODUCTS AND COMPLETED OPERATIONS AGGREGATE	\$2,000,000
EACH OCCURRENCE	\$1,000,000
TENANTS LEGAL LIABILITY	\$1,000,000
MEDICAL EXPENSES - EACH PERSON	\$ 10,000
PERSONAL INJURY AND ADVERTISING INJURY	\$1,000,000
HIRED AND NON-OWNED AUTOMOBILE LIABILITY	\$1,000,000

COMMERCIAL GENERAL LIABILITY

9S2008 Ed 3-00

INSURED'S COPY

03/04/2008

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10/23/08
Accrual Basis

cc c

Attachment 5

INC

Balance Sheet

As of March 31, 2008

	<u>Mar 31, 08</u>
ASSETS	
Current Assets	
Checking/Savings	
1000 - Cash	
1020 - DBA Account - Bank of the West	19,956.19
1090 - Petty Cash	200.00
1000 - Cash - Other	9.75
Total 1000 - Cash	<u>20,165.94</u>
Total Checking/Savings	20,165.94
Accounts Receivable	
1200 - Accounts Receivable	<u>102.12</u>
Total Accounts Receivable	<u>102.12</u>
Total Current Assets	20,268.06
Fixed Assets	
Fixed Asset	
Computer	1,603.03
Fixed Asset Furniture	646.09
Total Fixed Asset	<u>2,249.12</u>
Total Fixed Assets	<u>2,249.12</u>
TOTAL ASSETS	<u><u>22,517.18</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 - Accounts Payable	<u>5,195.83</u>
Total Accounts Payable	<u>5,195.83</u>
Total Current Liabilities	<u>5,195.83</u>
Total Liabilities	5,195.83
Equity	
3000 - Opening Bal Equity	4,824.54
3900 - Retained Earnings	23,174.60
Net Income	<u>-10,677.79</u>
Total Equity	<u>17,321.35</u>
TOTAL LIABILITIES & EQUITY	<u><u>22,517.18</u></u>

11:07 AM
10/23/08
Accrual Basis

CC Downtown Business Association, INC

Balance Sheet

As of June 30, 2008

	<u>Jun 30, 08</u>
ASSETS	
Current Assets	
Checking/Savings	
1000 - Cash	
1020 - DBA Account - Bank of the West	88,059.59
1090 - Petty Cash	200.00
1000 - Cash - Other	9.75
Total 1000 - Cash	<u>88,269.34</u>
Total Checking/Savings	88,269.34
Accounts Receivable	
1200 - Accounts Receivable	102.12
Total Accounts Receivable	<u>102.12</u>
Total Current Assets	88,371.46
Fixed Assets	
Fixed Asset	
Computer	1,603.03
Fixed Asset Furniture	646.09
Total Fixed Asset	<u>2,249.12</u>
Total Fixed Assets	<u>2,249.12</u>
TOTAL ASSETS	<u><u>90,620.58</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 - Accounts Payable	4,417.80
Total Accounts Payable	<u>4,417.80</u>
Total Current Liabilities	<u>4,417.80</u>
Total Liabilities	4,417.80
Equity	
3000 - Opening Bal Equity	4,824.54
3900 - Retained Earnings	23,174.60
Net Income	58,203.64
Total Equity	<u>86,202.78</u>
TOTAL LIABILITIES & EQUITY	<u><u>90,620.58</u></u>

11:09 AM
10/23/08
Accrual Basis

CC Downtown Business Association, INC

Balance Sheet

As of September 30, 2008

	<u>Sep 30, 08</u>
ASSETS	
Current Assets	
Checking/Savings	
1000 - Cash	
1020 - DBA Account - Bank of the West	66,481.87
1090 - Petty Cash	200.00
1000 - Cash - Other	9.75
Total 1000 - Cash	<u>66,691.62</u>
Total Checking/Savings	66,691.62
Accounts Receivable	
1200 - Accounts Receivable	102.12
Total Accounts Receivable	<u>102.12</u>
Total Current Assets	66,793.74
Fixed Assets	
Fixed Asset	
Computer	1,603.03
Fixed Asset Furniture	646.09
Total Fixed Asset	<u>2,249.12</u>
Total Fixed Assets	<u>2,249.12</u>
TOTAL ASSETS	<u><u>69,042.86</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 - Accounts Payable	12,191.57
Total Accounts Payable	<u>12,191.57</u>
Total Current Liabilities	<u>12,191.57</u>
Total Liabilities	12,191.57
Equity	
3000 - Opening Bal Equity	4,824.54
3900 - Retained Earnings	23,174.60
Net Income	28,852.15
Total Equity	<u>56,851.29</u>
TOTAL LIABILITIES & EQUITY	<u><u>69,042.86</u></u>

11:10 AM
10/23/08
Accrual Basis

CC Downtown Business Association, INC

Balance Sheet

As of December 31, 2008

	<u>Dec 31, 08</u>
ASSETS	
Current Assets	
Checking/Savings	
1000 - Cash	
1020 - DBA Account - Bank of the West	54,230.67
1090 - Petty Cash	200.00
1000 - Cash - Other	9.75
Total 1000 - Cash	<u>54,440.42</u>
Total Checking/Savings	54,440.42
Accounts Receivable	
1200 - Accounts Receivable	102.12
Total Accounts Receivable	<u>102.12</u>
Total Current Assets	54,542.54
Fixed Assets	
Fixed Asset	
Computer	1,603.03
Fixed Asset Furniture	646.09
Total Fixed Asset	<u>2,249.12</u>
Total Fixed Assets	<u>2,249.12</u>
TOTAL ASSETS	<u><u>56,791.66</u></u>
LIABILITIES & EQUITY	
Equity	
3000 - Opening Bal Equity	4,824.54
3900 - Retained Earnings	23,174.60
Net Income	28,792.52
Total Equity	<u>56,791.66</u>
TOTAL LIABILITIES & EQUITY	<u><u>56,791.66</u></u>

11:06 AM
10/23/08
Accrual Basis

CC Downtown Business Association, INC
Profit & Loss
January through March 2008

	<u>Jan - Mar 08</u>
Income	
4000 - Income	
4010 Assessment Income	15,000.00
4030 - Associate Member Dues	300.00
4070 - Commission Income	
4071 - Payphone Commission	34.75
Total 4070 - Commission Income	<u>34.75</u>
4090 - Miscellaneous Income	400.00
4091 - Interest Income	7.07
Total 4000 - Income	<u>15,741.82</u>
Total Income	15,741.82
Expense	
Maintenance Expense	12,879.41
Special Projects	124.49
5000 - Communication & Image Expense	
5200 - Promotional Events	
5211 - Holiday Events	100.00
5200 - Promotional Events - Other	198.00
Total 5200 - Promotional Events	<u>298.00</u>
Total 5000 - Communication & Image Expense	298.00
8000 - Administration Expense	
8400 - Office Expense	
8410 - Telephone	252.57
Total 8400 - Office Expense	<u>252.57</u>
8600 - Consulting Management	12,000.00
8700 - Insurance	750.00
8000 - Administration Expense - Other	115.14
Total 8000 - Administration Expense	<u>13,117.71</u>
Total Expense	<u>26,419.61</u>
Net Income	<u>-10,677.79</u>

11:08 AM
10/23/08
Accrual Basis

CC Downtown Business Association, INC

Profit & Loss

April through June 2008

	<u>Apr - Jun 08</u>
Income	
4000 - Income	
4010 Assessment Income	93,938.25
4070 - Commission Income	
4071 - Payphone Commission	42.43
Total 4070 - Commission Income	42.43
4080 - Reimbursed Expenses	
4085 - Other	162.00
4080 - Reimbursed Expenses - Other	18.00
Total 4080 - Reimbursed Expenses	180.00
4091 - Interest Income	23.69
Total 4000 - Income	<u>94,184.37</u>
Total Income	94,184.37
Expense	
Maintenance Expense	12,923.80
8000 - Administration Expense	
8400 - Office Expense	
8410 - Telephone	176.39
8470 - Office Supplies	202.75
Total 8400 - Office Expense	379.14
8600 - Consulting Management	12,000.00
Total 8000 - Administration Expense	<u>12,379.14</u>
Total Expense	<u>25,302.94</u>
Net Income	<u><u>68,881.43</u></u>

11:10 AM
10/23/08
Accrual Basis

CC Downtown Business Association, INC

Profit & Loss

July through September 2008

	<u>Jul - Sep 08</u>
Income	
4000 - Income	
4080 - Reimbursed Expenses	10,200.00
4091 - Interest Income	13.99
Total 4000 - Income	<u>10,213.99</u>
Total Income	10,213.99
Expense	
Maintenance Expense	20,697.57
5000 - Communication & Image Expense	
5200 - Promotional Events	
5211 - Holiday Events	1,089.50
Total 5200 - Promotional Events	<u>1,089.50</u>
5400 - Website	878.75
5500 - Other Marketing Expenses	500.00
Total 5000 - Communication & Image Expense	<u>2,468.25</u>
8000 - Administration Expense	
8400 - Office Expense	
8410 - Telephone	265.66
Total 8400 - Office Expense	<u>265.66</u>
8500 - Professional Fee	1,450.00
8600 - Consulting Management	13,000.00
8700 - Insurance	1,450.00
8800 - Taxes, Dues, Permits	234.00
Total 8000 - Administration Expense	<u>16,399.66</u>
Total Expense	<u>39,565.48</u>
Net Income	<u>-29,351.49</u>

11:11 AM
10/23/08
Accrual Basis

CC Downtown Business Association, INC

Profit & Loss

October through December 2008

	<u>Oct - Dec 08</u>
Income	0.00
Expense	
8000 - Administration Expense	
8400 - Office Expense	
8410 - Telephone	59.63
Total 8400 - Office Expense	<u>59.63</u>
Total 8000 - Administration Expense	<u>59.63</u>
Total Expense	<u>59.63</u>
Net Income	<u><u>-59.63</u></u>

11:01 AM
10/23/08

CC Downtown Business Association, INC
A/P Aging Summary
As of October 31, 2008

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
TOTAL	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

11:03 AM
10/23/08

CC Downtown Business Association, INC

A/R Aging Summary

As of October 31, 2008

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
Flavor & Flair	0.00	0.00	0.00	0.00	0.00	0.00
Pomp Home	0.00	0.00	0.00	0.00	0.00	0.00
Starwest	0.00	0.00	0.00	0.00	102.12	102.12
TOTAL	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>102.12</u>	<u>102.12</u>

Attachment 6

BID ADVISORY BOARD RECOMMENDATIONS-2009

KEN KAUFMAN/BUSINESS OWNER
DOUGLAS NEWTON/BUSINESS OWNER
JOHN WOLCOTT/BUSINESS AND PROPERTY OWNER
GERALD WEINER/ATTORNEY
EMILY BERETTA/BUSINESS OWNER

Attachment 7

BUSINESS IMPROVEMENT DISTRICT MANAGEMENT AGREEMENT

This Agreement is entered into by and between the CITY OF CULVER CITY, a municipal corporation organized and existing under and pursuant to its Charter and the Constitution of the State of California (hereinafter "City"), and the CULVER CITY DOWNTOWN BUSINESS ASSOCIATION, INC., a California nonprofit mutual benefit corporation organized and existing under and pursuant to the laws of the State of California (hereinafter "CCDBA") with reference to the following facts:

RECITALS

- A. Following properly noticed and publicly held meetings and hearings, the City Council has continued a Business Improvement Area to be known as the Downtown Culver City Business Improvement District (hereinafter "District"), pursuant to Section 36500 et seq. of the California Streets and Highways Code (hereinafter "Act"), by and through the adoption of Ordinance No. 2000-027 on December 11, 2000 (the "Ordinance").
- B. Pursuant to the Ordinance and enabling law, benefit assessments have been levied upon the various classes of businesses located within the District.
- C. Such assessments levied and collected by City shall be used only for the purposes set forth in the Ordinance.
- D. The services to be performed by CCDBA contribute to the economic and promotional well being of the community.
- E. The services to be performed by CCDBA are of a nature that the interests of the City are better served by an agreement with CCDBA than by the performance of such services by City.
- F. The City Council of the City has determined the public interest, convenience and necessity require the execution of this Agreement to provide the service to be provided by CCDBA.

NOW, THEREFORE, City and CCDBA in consideration of the recitals, mutual promises, covenants, representations and agreements set forth below, hereby promise, covenant, agree and represent as follows:

Section 1. TERM OF AGREEMENT

- 1.1 This Agreement shall be effective from January 1, 2009, through December 31, 2010, unless terminated sooner pursuant to the terms hereof. Obligations or expenditures for items not budgeted shall not be paid through assessments collected for the District.
- 1.2 The CCDBA may terminate this Agreement in advance of the expiration of the term for cause, by giving sixty (60) days written notice to the City. Such termination shall be effective on the sixty-first (61st) day after mailing of such notice.
- 1.3 The City may terminate this Agreement in advance of the expiration of the term without cause, by giving sixty (60) days written notice to the CCDBA. Such termination shall be effective on the sixty-first (61st) day after mailing of such notice.

Section 2. CCDBA RESPONSIBILITIES

- 2.1 CCDBA shall render professional services and shall utilize, and cooperate with, City's Community Development Director, or her/his designee, to provide work program coordination consisting of project development and implementation, program administration and plans and reports.
- 2.2 CCDBA shall submit to the Community Development Director project plans and reports, including the following:
 - 2.2.1 Before the implementation of any project or expenditure of project funds, submit a project plan as described further under items 2.2.2 and 2.5 below.
 - 2.2.2 By the 30th day of the first month of each quarter, beginning April 30, 2009, submit a quarterly progress report, outlining the progress of the several projects in relation to the proposed project schedules. This report will be provided with each quarterly or periodic request for disbursement or reimbursable advance.
 - 2.2.3 By the 1st day of October of each year, submit a report outlining the project plans, goals and budget for the period encompassing January 1 to December 31 of the following year, including all documentation required by Section 36533 of the Act as well as all other pertinent provisions of the Act, as amended.

2.2.4 By the 30th day of each March, submit a statement of income and expense for the CCDBA covering the period from January 1 to December 31 of the prior year and certified by an independent Certified Public Accountant.

CCDBA responsibilities pursuant to this Paragraph 2.2 shall be in conformance with accepted industry standards to the sole reasonable satisfaction of the Community Development Director.

- 2.3 CCDBA shall administer the entire work program in a prudent manner within the budget attached hereto and made a part hereof as Exhibit A. CCDBA assumes responsibility for contracting for support services as required and paying for all such direct out-of-pocket expenses as may be necessary for the timely completion of work. Obligations or expenditures for items not budgeted shall not be paid through assessments collected for the District.
- 2.4 CCDBA shall maintain ongoing liaison with the community, which shall include holding an annual public meeting to be noticed in writing to all assessed business establishments in the District. This meeting will be conducted in the community in order to allow the business establishments to familiarize themselves with CCDBA functions and to inform CCDBA of their concerns and desires. A representative of the Community Development Director's office may attend as a member of the panel to provide information as required.
- 2.5 In addition to an annual work program, CCDBA may choose for each project to be implemented, to submit for the Community Development Director's approval a focused project plan, including a project budget and proposed project schedule. Each project shall be implemented within the budget amount specified. If the budget amount for any project is not sufficient, CCDBA has the authority to make reasonable budget adjustments not to exceed twenty-five percent (25%) of the total budget for that project, between several projects as necessary, and as limited by the total annual budget for the program. The projects shall be as follows, in no order of priority:

2.5.1 Commercial Marketing

CCDBA shall develop a general commercial marketing program, which may include such items as a public relations campaign, institutional advertising, a community newsletter, and a business directory and member mailing list of all businesses in the District.

2.5.2 Special Events and Activities

CCDBA shall develop and carry out an annual program of special events and activities, which may include such items as street fairs, carnivals, circuses, farmers' market and other sales and promotional activities.

2.5.3 Beautification

CCDBA shall develop and implement a physical beautification program, which may include items such as special event banners and flags, holiday lighting and decorations, and other area-wide amenities as appropriate.

2.5.4 Other

CCDBA shall provide for other organization-related services, functional duties and expenses such as insurance, bookkeeping/accounting, printing, postage, office supplies, equipment and utilities, as appropriate.

- 2.6 CCDBA shall maintain tax-exempt status with the United States Internal Revenue Service and the California State Franchise Tax Board for the term of this Agreement. CCDBA shall provide documentation of such status to the City Treasurer prior to the disbursement of any funds to CCDBA pursuant to this Agreement.
- 2.7 CCDBA shall recommend to the City Council for appointment CCDBA members who will act as a Business Improvement District Advisory Board. This committee shall be named the CCDBA BID Advisory Board Committee. Members of this committee shall be limited to representatives of businesses that are within the District and are subject to the assessments. Members shall be in good standing with the District and shall be current in regard to Culver City Business Tax, or any other debts to the CCDBA, District, or the City.
- 2.8 CCDBA, and subcontractors and consultants, if any, shall be required to obtain all necessary documentation including, but not limited to, any and all certificates, licenses and permits required to do business in the City. A list of said subcontractors and consultants shall be submitted to the City's Chief Financial Officer on a quarterly basis, commencing April 1, 2009.

Section 3. CITY RESPONSIBILITIES

- 3.1 The City shall be responsible for mailing assessment notices, for receiving the assessments, and for authorizing disbursements of funds collected to CCDBA except and unless otherwise agreed upon by both parties.

- 3.1.1 Refunds and Adjustments

The City's Chief Financial Officer shall reserve the right to retain a sum equal to the amount of assessments known to be in dispute for a period of forty-five (45) calendar days after the close of each fiscal year, on the 31st day of December of each year, as a contingency fund for the processing of valid claims for refunds or adjustments submitted to the City by business establishments within the District. The City's standard policy for processing claims for refunds or adjustments shall apply.

- 3.1.2 Collection of Delinquent Assessments

The City and the CCDBA may, from time to time, agree to take steps beyond those outlined in this Agreement in the collection of delinquent BID assessments. Prior to such additional collection efforts, the City and the CCDBA shall agree in writing upon the terms and conditions of such collection measures, including, but not limited to, additional fee to be retained by the City for any additional collection efforts.

- 3.2 The Community Development Director shall review CCDBA's quarterly reports.
- 3.3 The City's Chief Financial Officer shall disburse funds on a monthly basis when the assessment fund account balance exceeds \$100. The City's standard policy for processing requests for disbursement shall apply.
- 3.4 CCDBA shall pay to City all standard City fees including, but not limited to, fees or service charges for photocopy and reproduction requests and generation of real property, parcel or business ownership lists, as applicable.
- 3.5 Certain types of information obtained and possessed by the City including, but not limited to, certain tax data, have been determined to be confidential information by the City Attorney and will not be made available to CCDBA. Notwithstanding, the City's Finance Department shall inform the CCDBA when a new business enters the District. This shall occur each quarter. The list shall include a method by which the CCDBA may contact a new business.

- 3.6 The City recognizes the CCDBA BID Advisory Board Committee as the BID advisory board within the meaning of that term as referenced in Section 36530 of the Act.
- 3.7 The CCDBA understands and acknowledges that the CCDBA BID Advisory Board Committee will be subject to all State and City laws and regulations relating to government entities' conflict of interest, open meetings and public records, and hereby agrees to comply with all such laws and regulations.

Section 4. DISBURSEMENTS

- 4.1 An amount proportionate to the total amount collected shall be disbursed to the CCDBA by the City's Finance Department, not to exceed the total budget as approved by the City Council, less two percent of the total assessment to cover City expenses. If CCDBA dissolves itself prior to or upon the expiration of this Agreement, any unexpended monies shall be returned to the City's Chief Financial Officer.
- 4.2 By the thirtieth (30th) day of the first month of each quarter, CCDBA shall submit in duplicate a quarterly report to the Community Development Director. Such report shall:
1. Include the quarterly progress report, including supporting documentation of expenditures incurred in the previous quarter and an itemized request for disbursement for the current quarter.
 2. Contain a statement by CCDBA certifying that CCDBA staff time, if any, expended and payment requested is for services performed in accordance with the provisions of this Agreement.

Section 5. NOTICES

- 5.1 Notices to the parties shall, unless otherwise requested in writing, be sent to:

City	City of Culver City Community Development Department Attention: Community Development Director P.O. Box 507 Culver City, CA 90232-0507
CCDBA:	Culver City Downtown Business Association Attention: President P.O. Box 1322 Culver City, CA 90232

Section 6. OWNERSHIP OF DOCUMENTS

- 6.1 The work product prepared or acquired by CCDBA pursuant to this Agreement including, but not limited to, any and all data, documents, memoranda, sketches, drawings, photographs, audio tapes, video tapes, computer disks, designs, plans, reports, investigations and materials (collectively and individually, the "Work Product") shall be and shall remain property of City and the District for the exclusive use of the District. CCDBA shall have the right to retain copies of the Work Product. CCDBA acknowledges that the Work Product shall be and shall remain confidential, to the extent permitted by law, and shall not be made available to any individual or organization without the prior written consent of the City. The Work Product shall, upon demand of the City, be delivered to the City without additional cost or expense to the City.

Section 7. CONFLICT OF INTEREST

- 7.1 For the duration of this Agreement, CCDBA or its employees will not act as consultant or perform services of any kind for any person or entity in regard to the District without the prior written consent of the City. In addition, neither members of the Board of Directors of CCDBA nor paid staff, if any, may enter into any contract on behalf of CCDBA, nor vote on any District matters when such contract or matter would be of financial benefit to the member of the Board of Directors over and above the general financial benefit to all businesses in the District.

Section 8. COST RECORDS

- 8.1 In accordance with generally accepted accounting principles, CCDBA shall maintain full and complete records of services performed under this Agreement. Such records shall be open to the inspection of the City and shall be kept for a 5-year period in case of audit.
- 8.2 The records maintained by CCDBA shall include all receipts for expenditures incurred. The City reserves the right for the Community Development Director, or his/her designee, to perform a contract compliance audit at any time during the fiscal year. CCDBA agrees to keep all receipts and other supporting documents available for inspection during said audits.

Section 9. EQUAL OPPORTUNITY PROGRAM

- 9.1 Nondiscrimination and Affirmative Action

CCDBA shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California and the City. In performing this Agreement, CCDBA shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status or medical conditions.

Section 10. AMENDMENTS

- 10.1 City periodically may request change in the scope of services to be performed hereunder. Such changes, which are mutually agreed upon by and between City and CCDBA, shall be incorporated in written amendments to this Agreement.
- 10.2. This Agreement may not be amended except in writing by mutual agreement of both parties. A failure to object to a breach of this Agreement shall not constitute an amendment thereof, nor shall it waive any future breach of this Agreement.

Section 11. INSURANCE

- 11.1 Without limiting its obligations pursuant to Section 12 of this Agreement, CCDBA shall submit proof of Comprehensive General Liability insurance in a minimum amount of one million dollars (\$1,000,000) single limit coverage, or statutorily required amounts, whichever is greater. Proof of insurance shall consist of a Certificate of Insurance and the City's Special Endorsement Form, attached hereto as Exhibit "B," executed by CCDBA's insurer in amounts satisfactory to, and in a form approved by, the City Attorney.

Section 12. INDEMNITY

- 12.1 Except for the active negligence or willful misconduct of City, CCDBA undertakes and agrees to defend, indemnify and hold harmless City, the CCRA and each of their, officers, agents, employees, assigns and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including CCDBA's employees and agents, or damage or destruction of any property of either party hereto or of third parties arising in any manner by reason of the acts, errors, omissions or willful misconduct incident to the performance of this Agreement by CCDBA or its subcontractors of any tier.

The City does not waive any rights against CCDBA, which it or the CCRA may have by reason of the above hold-harmless clause due to the acceptance by the City of insurance policies described herein.

In the event CCDBA, City and/or CCRA are sued by a third party for damages caused or allegedly caused by CCDBA or by a dangerous condition of City's or CCRA's property created by CCDBA or existing while the property was under the control of CCDBA, CCDBA shall not be relieved of its indemnity obligation to City or CCRA by any settlement with any such third party unless that settlement includes a full release and dismissal of all claims by the third party against the City or CCRA.

Section 13. ASSIGNMENT

- 13.1 CCDBA covenants and agrees it will not assign or transfer its rights under this Agreement, either in whole or in part, without first obtaining the written consent of City, which consent may be granted or denied at the sole and absolute discretion of City. Any attempt by CCDBA to assign or transfer its rights or obligations without such prior written consent shall be null and void and may, at the option of City, automatically terminate this Agreement.

Section 14. ASSETS OF THE DISTRICT

- 14.1 In the event the District is disestablished or otherwise discontinued, then the existing assets of the District shall be the property of City. However, said assets shall only be used (1) to pay the City any outstanding sums due to it by the District and (2) to disburse the remaining assets after payment to City by the then current members of the District on a pro-rata basis.

Section 15. ATTORNEY FEES

- 15.1 If any action is brought in law or equity to enforce or interpret the provisions of the Agreement, the prevailing party shall be entitled to reasonable attorney fees in addition to any other relief to which it may be entitled.

Section 16. SEVERABILITY

- 16.1 If any clause, provision, or section of the Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining provisions hereof.

Section 17. WAIVER

- 17.1 Waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained.

Section 18. SECTION HEADINGS

- 18.1 The section headings of the Agreement are for convenience and reference only, and shall in no way be deemed to define, limit or add to the meaning of any provision of the Agreement.

Section 19. GOVERNING LAW/COMPLIANCE WITH LAWS

- 19.1 The Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The parties hereto agree to be bound by all federal, state and local laws, ordinances, regulations and directives pertaining to the services to be performed hereunder. All disputes arising hereunder shall be resolved in Los Angeles County.

Section 20. COUNTERPARTS

- 20.1 The Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 21. EXTENT OF AGREEMENT

- 21.1 The Agreement represents the entire and integrated agreement between the City and CCDBA and supercedes any and all prior negotiations, representations or agreements, either oral or written.

IN WITNESS WHEREOF, this Agreement is executed by the CITY OF CULVER CITY, acting by and through its Mayor, and the CULVER CITY DOWNTOWN BUSINESS ASSOCIATION, acting by and through its President and Vice-President or Secretary.

APPROVED AS TO FORM:
CITY ATTORNEY

By _____
Carol Schwab
City Attorney

CITY OF CULVER CITY, A Municipal
Corporation of the State of California

By _____
Scott Malsin
Mayor

Date _____

ATTEST:
CITY CLERK

By _____
Martin Cole
City Clerk

CULVER CITY DOWNTOWN
BUSINESS ASSOCIATION

By _____
Gerald Weiner
President

Date _____

By _____
Vice-President or Secretary

Date _____

Attachment 8

RESOLUTION NO. 2008-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CULVER CITY, CALIFORNIA, CONFIRMING THE BUSINESS IMPROVEMENT DISTRICT ADVISORY COMMITTEE'S ANNUAL REPORT AND LEVYING THE DOWNTOWN CULVER CITY BUSINESS IMPROVEMENT DISTRICT ASSESSMENT FOR 2009.

WHEREAS, the Parking and Business Improvement Area Law of 1989 (California Streets and Highway Code §§36500 *et seq.*) (the "BID Law") authorizes cities to establish parking and business improvement areas for the purpose of imposing assessments on businesses for certain purposes;

WHEREAS, the Culver City City Council adopted Ordinance Nos. 98-011 and 2000-027, establishing regulations by which the Downtown Culver City Business Improvement District (the "District") is to operate;

WHEREAS, pursuant to the agreement between Culver City and the Downtown Business Association, the Culver City Business Improvement District Advisory Committee shall be designated by the City Council as the Advisory Board required by the BID Law;

WHEREAS, on November 10, 2008, the Culver City City Council (the "Council") approved the District's Annual Report (work program and budget), prepared by the Culver City Business Improvement District Advisory Committee (the "Committee"), and established December 8, 2008 as the date for a public hearing to continue the District;

WHEREAS, on December 8, 2008, after conducting a duly noticed public hearing, the Council confirmed the Committee's Annual Report and, after determining there

1 was no majority protest decided to continue the Downtown Culver City Business
2 Improvement District; and,

3 WHEREAS, Section 9.c. of Ordinance No. 2000-027 requires the adoption of
4 this resolution in order to levy assessments for the subject calendar year.

5 NOW, THEREFORE, the City Council of the City of Culver City, California,
6 DOES HEREBY RESOLVE as follows:

- 7
- 8 1. The Council hereby determines there was no majority protest.
- 9 2. The Council hereby confirms the District's Annual Report, as prepared
10 by the Committee.
- 11
- 12 3. The Council hereby establishes the assessments to be applied to
13 businesses located within the boundaries of the District, in classifications and amounts set
14 forth in Exhibit "A," which is attached hereto and incorporated by reference as though fully
15 set forth herein.

- 16 4. This resolution shall become effective upon signature.

17 APPROVED and ADOPTED this ____ day of _____ 2008.

18
19
20
21 _____
22 D. SCOTT MALSIN, MAYOR
City of Culver City, California

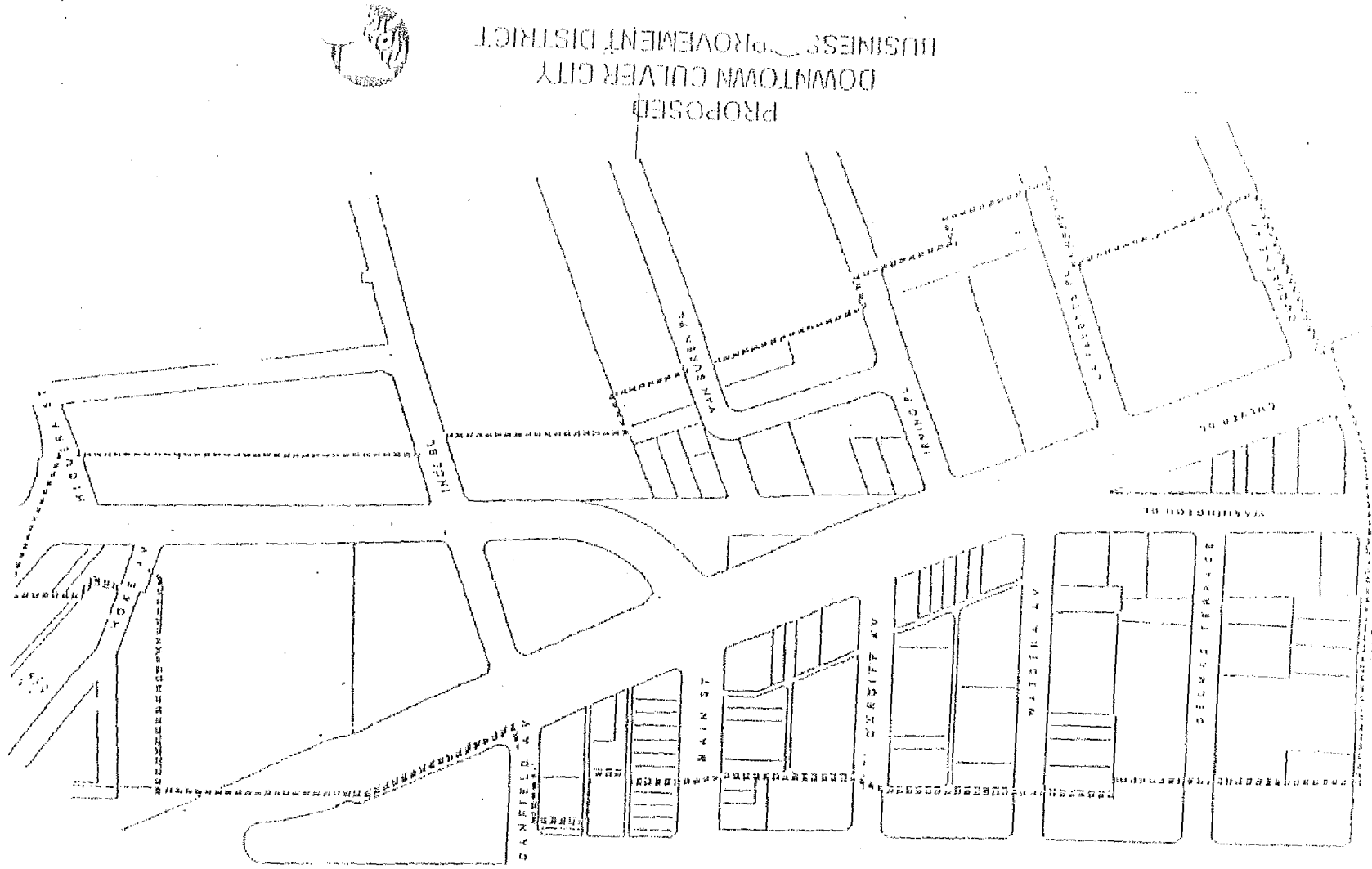
23 ATTEST:

24 APPROVED AS TO FORM:

25
26 _____
27 MARTIN COLE, City Clerk
A08-00501

28 _____
CAROL A. SCHWAB, City Attorney

Exhibit A



**Downtown Culver City-Business Improvement District-
Report of Proposed Year 2009 Work Program and Budget**

The Downtown Culver City Business Improvement District Advisory Committee ("Advisory Committee") is pleased to present its Proposed Year 2009 Work Program and Budget. This report is prepared in accordance with the requirement of Culver City Ordinance No. 98-011, which established the Downtown Culver City Business Improvement District ("DCCBID"), the Business Improvement District Management Agreement between the City of Culver City ("City") and the Culver City Downtown Business Association ("CCDBA"), and the *Streets and Highways Code*, section 36533.

The Advisory Committee does not propose any changes to the Advisory Committee structure, nor to the boundaries of the parking and business improvement area. A map illustrating BID boundaries is included as Exhibit A. The Advisory Board recommends a 17% increase in assessment rates for 2009 which will support the ongoing management and implementation of increased programs that benefit all downtown businesses and users. The Advisory Board recommends changes to the assessment schedule as follows:

Business Type	City Business License Code	Annual BID Fee
<u>TYPE A</u>		
Retail 1-1000 sq. ft.	036-144, 396, 399, 402	\$ 351
Retail 1001-2500 sq. ft.		\$ 585
Retail 2501-5000 sq. ft.		\$ 877.50
Retail > 5000 sq. ft.		\$1170
Hotel	456, 480	\$1755
Bar/Restaurant: Total Seats, both Indoor & Outdoor:	390, 654-690	
0-50 seats		\$1170
51-100 seats		\$1755
> 100 seats		\$2340
Computer Graphics & Computer Services	152, 200	\$ 585
Martial Arts Studio, Health Studios, Hair Salon	744, 276	
0-25,000 sq. ft.		\$ 585
> 25,000 sq. ft.		\$1170
<u>TYPE B</u>		
Theaters	858	\$2.34/seat
Live Performance	858	\$1.17/seat
<u>TYPE C</u>		
All others, not listed		\$351
<u>TYPE D</u>		
Banking Institutions 0-7500 sq. ft.	342	\$1170
Banking Institutions > 7500 sq. ft.		\$1755
Film Studios	490, 498	\$1170
Recording Studios	554	\$1170
Utilities		\$1170
Hospitals > 20,000 sq. ft.	780	\$2340
Hospitals and Clinics < 20,000 sq. ft.		\$1170
<u>TYPE E</u>		
Commercial Rentals	432	
< 5,000		\$1170
5,001-15,000		\$1755
15,001-25,000		\$2340

25,001-35,000
Over 35,000

\$2925
\$3510

The DCCBID's activities and estimated costs for the coming year are set forth in Exhibit "B" Proposed year 2009 Work Program Budget. All funds collected are used for BID activities which strengthen the business climate within the BID area, attract new investment and improve the quality of life for all downtown users.

Note:

1. Fee for individual business owners with multiple business licenses/operations at the same address will be based on the single highest category.
2. Business owners with multiple business locations within the BID area will be assessed separately at each location.
3. Commercial rentals will be assessed for each building location, not each tenant space.
4. Multiple independent business owners at the same address will be assessed separately at their respective rates.