



Dallas Park & Recreation

# **Downtown Dallas, Inc. Contract Renewal**

Park Board  
August 6, 2020

# Overview

- Current Downtown Dallas, Inc. (DDI) Agreement
- History of DDI
- Program Park Attendance
- Benefits to the City
- Contract Terms and Deal Points
- Staff Recommendation



## Current Downtown Dallas, Inc. Agreement

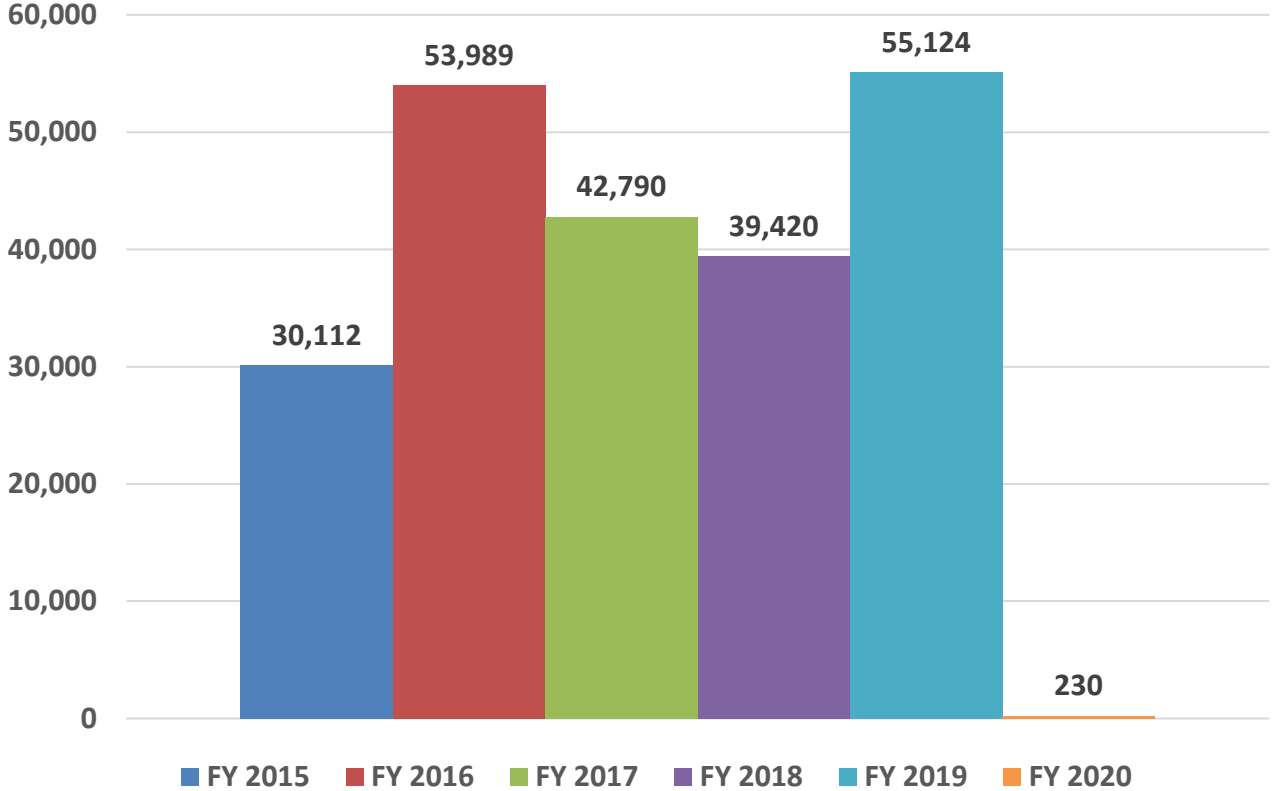
Downtown Dallas, Inc. (DDI) oversees the general management, operations and maintenance program for designated park sites, plazas, medians and Program Parks, within the Central Business District (CBD).

- On December 3, 2009 – Downtown Dallas, Inc. was awarded a ten (10) year contract with the City of Dallas
- The initial term was 12/3/2009 to 12/3/2019 (with no renewal period)
- On December 3, 2019 – A 9-month extension was put in place while the City negotiated a new management, operation and maintenance agreement to include new deal points with DDI. The extension terms are from 12/3/2019 to 9/3/2020.

## History of Downtown Dallas, Inc.

- DDI is a private, nonprofit organization serving as the primary advocate and champion for downtown, ensuring that downtown grows as a vibrant center of urban life, recognized locally and globally for the quality of its business, hospitality, entertainment, living, and cultural environments.
- DDI's annual priorities and program of work are guided by: The 360 Plan, which is a plan for Dallas' urban center developed in June of 2015 through a partnered effort with DDI, the City of Dallas, and the greater Downtown Dallas 360 community.
- FY 20 Annual Budget is \$10,180,584
- Events by the year
  - FY 15 – 89 events
  - FY 16 – 198 events
  - FY 17 – 31 events
  - FY 18 – 49 events
  - FY 19 – 47 events
  - FY 20 – 2 events (Covid19)

# Program Park Attendance FY 2015 - 2020



FY 2020 – attendance drop due to COVID19

## Benefits to the City

- City of Dallas does not fully maintain the CBD parks, reducing park maintenance costs to the City (approximate annual City savings ~\$645,000)
- City is able to utilize funds needed for maintenance and up keep in other areas within the city
- Provides enhanced maintenance service levels for high use and high visibility parks within the city
- Provides enhanced security and safety presence for downtown parks, increasing proactiveness and response time with customers
- Provides free-to-public programming the City is not funded to provide

### **Public Safety:**

Public safety is essential to the citizens of Dallas. DDI provides the citizens of Dallas with 50 officers conducting daily safety patrols to aid in law enforcement and quality of life issues, along with assisting visitors, workers, and residents with information and directions.

# New Contract Terms and Deal Points

## New Contract Terms

- Ten (10) years commencing on 9/3/2020 through 9/3/2030
- No extension or renewal options are currently in place at this time

## Deal Points

### *City Responsibilities:*

- Mode II grounds maintenance (High level maintenance, mowed once every five (5) days) at Main Street Garden Park, Belo Garden and Pacific Plaza
- Provide water, electricity, and garbage service costs associated with normal City of Dallas Park and Recreation Department's operating hours for all of the CBD park sites (approximate annual City cost ~\$300,000)
- Repair and maintenance of all concession buildings located at Main Street Garden and Pacific Plaza (approximate annual City cost ~\$320,000)
- The City shall retain all revenues from any long-term naming opportunities to be used only for capital improvements.

## New Contract Terms and Deal Points (continued)

### *DDI Responsibilities:*

- Litter pick-up and removal at Main Street Garden, Belo Garden, and Pacific Plaza Park (approximate annual City savings ~\$50,000)
  - Servicing and cleaning of the public restrooms at Main Street Garden, Pacific Plaza Park and future sites of Harwood and John Carpenter Parks (approximate annual City savings ~\$40,000)
  - Provide enhanced maintenance at other park sites, medians, and plazas, to include providing and removing all materials, tools, and equipment in performing the maintenance (included in the approximate annual City savings ~\$320,000)
  - Provide horticulture seasonal color program for Field/Griffin Medians, Pearl Street at Woodall Rodgers, Morton Myerson Planters, Reunion Sign, Dealey Plaza and Pegasus Plaza (approximate annual City savings ~\$35,000)
  - Repair and replacement of all security cameras, including current or future security cameras (approximate annual City savings ~\$200,000)
  - Provides DDI the authority to issue alcohol permits for events held at Program Parks
  - DDI will submit a schedule of events to the PKR Director every six months indicating events taking place on the properties with information pertaining to the event such as size, date, time, etc.
-



## Staff Recommendations

Approval of new contract terms and deal points with Downtown Dallas, Inc.

- Decreased cost and expenses to the City to maintain CBD parks
- Decreased staff need to maintain areas, utilizing staff at other locations
- Enhanced maintenance service levels for high use and high visibility parks the City might not be able to provide
- Enhanced security and safety presence for downtown parks, increasing proactiveness and response time with customers
- Provides free-to-public programming the City is not funded to provide

This item is tentatively scheduled for Council consideration on August 12, 2020.



Dallas Park & Recreation

**Questions or Comments?**



Dallas Park & Recreation

# **Downtown Dallas, Inc. Contract Renewal**

Park Board  
August 6, 2020



Dallas Park & Recreation

# Appendix

# Park Locations Under Contract

## Central Business District

- Akard Street Mall
- Akard Park \*
- Belo Garden Park \*
- Betty Marcus Park
- Bark Park Central
- Celebration of Life Park (Cancer Survivor) \*
- City Hall Plaza
- Dealey Plaza
- Energy Plaza
- Federal Plaza
- Ferris Plaza \*
- Founders Square \*
- Harwood Park Plaza \*
- I-45 Under-Pass
- John Carpenter Plaza \*
- Julius Schepps Park
- Luben Plaza \*
- Majestic Theatre
- Main St Garden Park \*
- Marilla – Akard – Young Triangle Park
- Martyr’s Park
- Pacific Plaza Park \*
- Pegasus Plaza \*
- Pioneer Cemetery
- Reunion Park
- San Jacinto Plaza
- Union Station
- West End Plaza \*

Highlighted Red – Future Parks

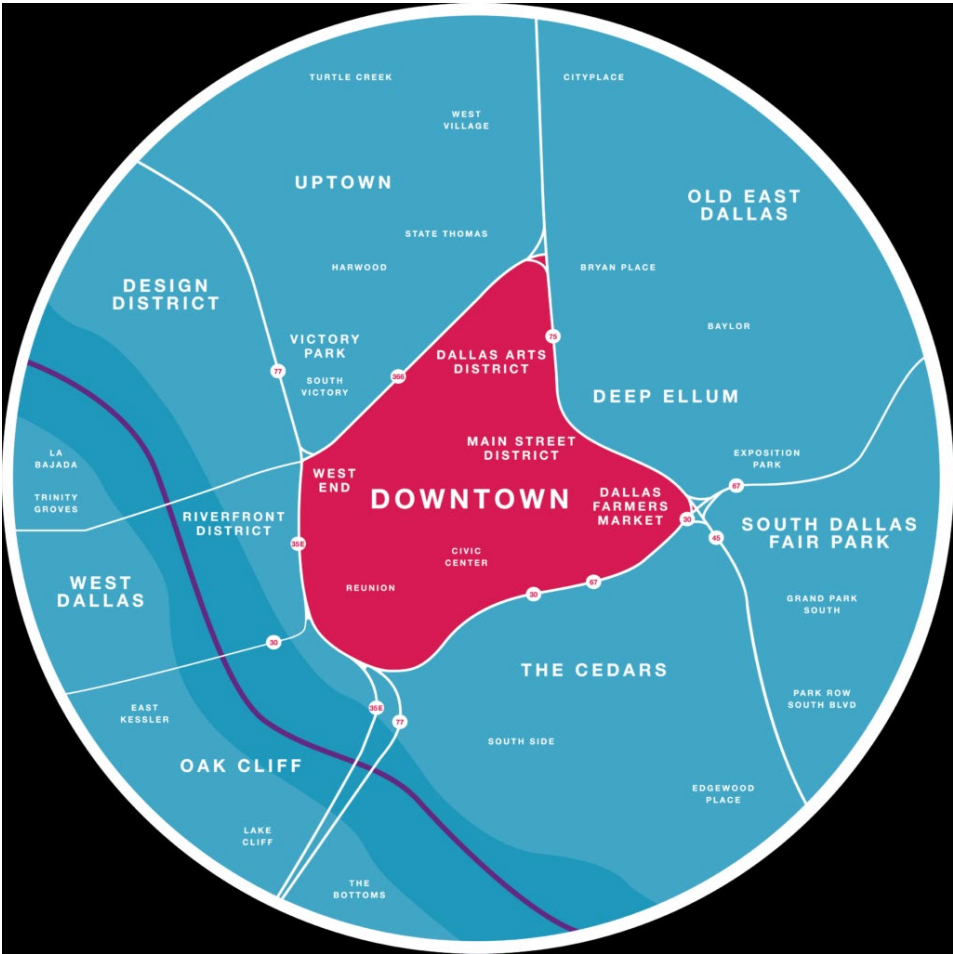
\* list of programmable parks

# Park Locations Under Contract

## Medians, Triangle, Streetscapes

- Young Street
- Peral Street
- Canton Street
- Good Latimer Expressway
- Central Expressway
- Griffin Street
- Field / Griffin
- Akard Street
- Ervay Street
- Ross Ave
- Houston Street
- Young Triangle
- Main Street Streetscape
- Jackson Street Triangle
- Elm@Pearl
- Marilla Streetscape
- Sport Street
- Reunion Slopes East/West
- Flora Street Streetscape
- Crockett Street Streetscape
- Harwood Street Streetscape
- St Paul Streetscape
- Ross Ave Triangle
- San Jacinto Streetscape
- Pearl Street Triangle
- Market Street Streetscape
- Record Street Streetscape
- Wood Street Streetscape
- Young Street Streetscape
- 130 Service Road Streetscape

# Dallas Downtown Improvement District



# Updated Deal Points

#	Previous Deal Point	New Deal Point
1.	<p>Litter Pickup</p> <p>DDI shall be responsible for providing all Enhanced litter pick-up and removal at Main Street Garden and the future sites where Bela Garden and Pacific Plaza Park will be located during the Term of this Agreement. Enhanced litter pickup will include pick-up and removal of litter, trash or refuse during the weekdays from 3:30p.m. to 8:30 p.m. and on Saturdays and Sundays, from 9:00 a.m. to 8:30 p.m. throughout the year during the Term of this Agreement. Additionally, Enhanced litter pick-up and removal shall also include nine City of Dallas Holidays: New Years Day, Martin Luther King, Jr. Birthday, President's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day.</p>	<p>Litter Pickup</p> <p>DDI shall be responsible for providing Enhanced litter pick-up and removal at <b>all park sites covered by this agreement. Enhanced litter pick-up will include pick-up and removal of litter, trash or refuse as a supplement to standard Park Department services. Hours of supplemental services to be mutually agreed upon by DDI and The Director.</b> Additionally, Enhanced litter pick-up and removal shall also include nine City of Dallas Holidays: New Year's Day, Martin Luther King, Jr. Birthday, President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day.</p>
2.	<p>Restrooms</p> <p>DDI shall be responsible for the service and cleaning of the public restrooms at Main Street Garden and future site of Pacific Plaza Park during scheduled events that occur after Park and Recreation Department's hours of operation.</p>	<p>Restrooms</p> <p>DDI shall be responsible for the service and cleaning of the public restrooms at Main Street Garden, Pacific Plaza Park <b>and future park sites Harwood Plaza and John Carpenter Park.</b></p>



# Updated Deal Points

#	Previous Deal Point	New Deal Point
3.	<p>Maintenance</p> <p>DDI may provide Enhanced maintenance at other park sites, medians, and plazas listed on Exhibit A to meet maintenance demands as needed, provided it has been approved by the Director, to include the following:</p> <ul style="list-style-type: none"> <li>(i) Enhanced mowing schedule;</li> <li>(ii) Enhanced litter pick-up and removal schedule;</li> <li>(iii) Enhanced horticulture program to include seasonal color change up to four times a year;</li> <li>(iv) Enhanced forestry maintenance;</li> <li>(v) Enhanced graffiti abatement;</li> <li>(vi) Enhanced landscaping; and</li> <li>(vii) Enhanced fountain operation hours;</li> </ul> <p>“Enhanced” means additional operation or maintenance work that will be assumed by DDI and is beyond the City of Dallas Park and Recreation Department’s current level maintenance standards typical for such park sites, medians or plazas. The City is not responsible for the cost of any such Enhanced work.</p>	<p>Maintenance</p> <p>DDI may provide Enhanced maintenance at other park sites, medians, and plazas listed on Exhibit A, provided it has been approved by the Director in writing, to include the following:</p> <ul style="list-style-type: none"> <li>(i) Enhanced mowing schedule;</li> <li>(ii) Enhanced litter pick-up and removal schedule;</li> <li>(iii) Enhanced horticulture program to include seasonal color change up to four times a year;</li> <li>(iv) Enhanced forestry maintenance;</li> <li>(v) Enhanced graffiti abatement;</li> <li>(vi) Enhanced landscaping; and</li> <li>(vii) Enhanced fountain operation hours.</li> <li><b>(viii) Enhanced hardscape maintenance – Added In</b></li> </ul> <p>“Enhanced” means additional operation or maintenance work that will be assumed by DDI and is beyond the City of Dallas Park and Recreation Department’s current level maintenance standards typical for such park sites, medians or plazas as identified in Exhibit B, which is subject to revision by the Park and Recreation Department. The City is not responsible for the cost of any such Enhanced work.</p>

# Updated Deal Points

#	Previous Deal Point	New Deal Point
4.	<p>Security Cameras</p> <p>DDI will work in good faith with DPD to maintain DPD cameras that exist or may be installed in the future. Any cameras installed by DDI will be the responsibility of DDI. The Park and Recreation Department will not monitor of any of the security cameras located on any of the park sites, medians, and plazas identified on Exhibit A.</p>	<p>Security Cameras</p> <p>DDI shall be responsible for the repair or replacement of all security cameras, including current or future security cameras in accordance with requirements identified in Section 13 of this agreement, installed at the following locations: Main Street Garden, John Carpenter Plaza, Belo Garden, and Pacific Plaza Park. DDI will also work in good faith with Dallas Police Department to maintain and manage DPD cameras that exist or may be installed in the future. The Park and Recreation Department will not administer the monitoring of any of the security cameras located on any of the park sites, medians, and plazas identified on Exhibit A.</p>
5.	<p>Utilities</p> <p>Except as provided in Sections 4J and 4K, City shall be responsible for water, electricity, and garbage service costs associated with normal City of Dallas Park and Recreation Department’s operating hours for all of the park sites listed on Exhibit A.</p>	<p>Utilities</p> <p>Except as provided in Sections 4J and 4K above City shall be responsible for water, electricity, and garbage service costs associated with the park sites listed on Exhibit A. Any additional utility costs outside of City’s current normal operating hours of 6:00 am thru 11:00 pm excluding irrigation run times, shall be the responsibility of DDI. DDI will request approval from Parks and Recreation in writing 10 days prior to event/date additional services are required. All such additional utility costs will be reimbursed to the City by DDI if approved at a flat rate of 12.00 per hour reimbursed back to the city on a monthly based on invoice provided by Parks and Recreation.</p>

# Updated Deal Points

#	Previous Deal Point	New Deal Point
6.	<p>Security Security is required for an event when: a) more than 100 people are present; b) alcohol is sold; or c) minors are present. In these circumstances, DDI shall provide adequate security for protection of Program Parks and shall provide security or crowd control personnel as may be required for the protection of the public during programs and events held in the Program Parks. DDI shall require that concessionaires and sponsors of programs provide adequate security as necessary due to their particular operations or programs within the Program Parks. DDI shall work in cooperation with the Dallas Police Department on security issues by providing its own Dallas Safety Patrol at the Program Parks as part of its normal patrol schedules in the Central Business District. City will not be liable for any loss or damage sustained by DDI in the execution of this Agreement. DDI will exercise every reasonable precaution for the safety of the park sites listed on Exhibit A and protection of any and all persons and property located adjacent to or making passage through said property.</p>	<p>Security is required for an event when: a) more than 100 people are present; b) alcohol is sold; or c) minors are present. In these circumstances, DDI shall provide adequate security for protection of Program Parks, and shall provide security or crowd control personnel as may be required for the protection of the public during programs and events held in the Program Parks. DDI shall require that concessionaires and sponsors of programs provide adequate security as necessary due to their particular operations or programs within the Program Parks. DDI shall work in cooperation with the Dallas Police Department on security issues by providing its own Dallas Safety Patrol at the Program Parks as part of its normal patrol schedules in the Central Business District <b>to include operation and maintenance of security cameras installed by either DPD or DDI.</b> City will not be liable for any loss or damage sustained by DDI in the execution of this Agreement. DDI will exercise every reasonable precaution for the safety of the park sites listed on Exhibit A and protection of any and all persons and property located adjacent to or making passage through said property.</p> <p><b>As part of a security program to be implemented by DDI, DDI is responsible for installing, maintaining and monitoring security cameras in sufficient numbers to adequately monitor the Program Park sites. In addition to security cameras implemented by DDI, DDI is also responsible for working in good faith with Dallas Police Department to maintain and manage DPD cameras that exist or may be installed in the future. The Park and Recreation Department will not administer the monitoring or installation of any of the security cameras located on any of the park sites, medians, and plazas identified on Exhibit A unless agreed to in writing by DDI and the Director.</b></p>

# Updated Deal Points

#	Previous Deal Point	New Deal Point
7.	<p>Alcohol Permits</p> <p>In addition, DDI and every event producer shall comply with any City ordinance or State or Federal law. Alcoholic beverage licenses shall be issued according to the Texas Alcoholic Beverage Code and Commission. These terms and conditions will be provided as part of the Alcoholic Beverage Permit Application. DDI will have the ability to issue alcohol permits for each event. DDI shall also submit a schedule of events to the Director every six months to indicate which events are taking place on the properties. Schedule information will include event size, dates and times associated with the Program Parks listed on Exhibit A.</p>	<p>Alcohol Permits (Clarification in wording)</p> <p>DDI will have the ability to issue alcohol permits for each scheduled event held on Programmable Parks. Alcoholic beverage licenses shall be issued in accordance with the Texas Alcoholic Beverage Code and Commission requirements. These terms and conditions will be provided as part of the Alcoholic Beverage Permit Application and the event permit as issued by DDI to the event organizer.</p> <p>DDI shall also submit a schedule of events to the Director every six months to indicate which events are taking place on the properties. Schedule information will include event size, dates and times associated with the Program Parks listed on Exhibit A.</p>

# Updated Deal Points

#	Previous Deal Point	New Deal Point
8.	N/A	<p><b>Performance Indicators</b></p> <p>City, through its Director, and DDI shall agree to set performance standards on an annual basis, no later than August 1st or 60 days prior to the City' fiscal year (October 1st through September 30th.) during the Term of the Agreement. At a minimum, DDI will provide 1.) A list of events at all programmable parks submitted semi-annually (Oct and Apr), 2). Provide monthly attendance numbers for all programmable parks 3.) Provide a detailed schedule breaking down the enhanced maintenance described in Section 4 C and 4 D. We will use the minimum indicators listed as well as any additional indicators agreed upon for the fiscal year to measure DDI's performance.</p> <p>If in any given year Society fails to meet any of the performance indicators as set forth in the Performance Plan by a deviation of ten percent (10%) or more, the Director or Park Board may, after taking all factors into consideration, require the Society to implement a remediation plan. As part of the remediation plan, society shall provide periodic updates to the Park Board on the remedial action being taken.</p>