

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT, made this 22nd day of October, 2021 between the Marquette Downtown Development Authority, 337 W. Washington Street, Marquette, MI 49855, hereinafter called the “DDA” and Mission North, LLC (Consultant), 627 Sixth Street, Traverse City, MI 496848 a Michigan limited liability company, hereinafter called “Consultant”.

WITNESSETH: That for and in consideration of the payments and Agreements hereinafter mentioned the parties hereby agree as follows:

Article 1 **Project Name**

The name of the Project shall be Development and Tax Increment Financing Plan in the Third Street Area.

Article 2 **Scope of the Work**

Consultant shall furnish all the material, services, supplies, tools, equipment, labor and other engineering services necessary to perform work as described in the Consultant’s proposal to the DDA of Marquette dated October 7, 2021 (attached as Exhibit A).

Article 3 **Time of Completion**

The completion date of this project is August 31, 2022.

Article 4 **Terms and Conditions**

Consultant shall perform the services outlined in this Agreement for the stated fee arrangement.

ACCESS TO SITE:

DDA will arrange and provide access to each site upon which it will be necessary for Consultant to perform its work unless otherwise stated in the proposal. In the event work is required on any site not owned or controlled by the DDA, DDA represents and warrants to Consultant that DDA has obtained all necessary permission and authority, in writing, for Consultant to enter upon the site and conduct its work. DDA shall, upon request, provide Consultant with evidence of such permission as well as acceptance of the other terms and conditions set forth herein by the owner(s) and tenant(s), if applicable, of such site(s) in a form acceptable to Consultant, which Consultant also agrees to abide by. Any work performed by Consultant with respect to obtaining permission to enter upon and do work on the lands of others, as well as any work performed by Consultant pursuant to this Agreement, shall be deemed as being done on behalf of DDA. Consultant shall take reasonable measures and precautions to minimize damage to each site and

any improvements located thereon as the result of its work and the use of its equipment and shall reasonably restore the site to its prior condition.

FEE:

Services and reimbursable costs will be billed on a monthly basis as per the proposal requirements, but the total amount to be paid by DDA for such services and costs shall not exceed \$15,290.00, unless agreed otherwise by the parties in writing.

BILLINGS/PAYMENTS:

Consultant shall invoice for services rendered and reimbursable costs incurred on a monthly basis. Each invoice shall be due and payable within thirty (30) days of the date of the invoice. Invoices over thirty (30) days past due may be charged interest on the unpaid balance at the highest lawful rate as allowed under Michigan Law. Consultant may, after ten (10) days' written notice to the DDA, suspend performance of services until all past due amounts are paid.

INDEMNITY:

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the DDA harmless from any damage, liability or cost (including reasonable attorney fees and costs of defense) to the extent caused, in whole or in part, by Consultant's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of consultants, sub-consultants, contractors, sub-contractors, agents, employees or others that contract with the Consultant regarding this contract or anyone for whom Consultant is legally liable.

INSURANCE:

Without limiting any of its obligations and liabilities, Consultant, at its own expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Michigan, and with forms reasonably satisfactory to the DDA. Each insurer shall have a current A.M. Best Company, Inc. rating of not less than A-VII. Use of alternative insurers requires prior approval from the DDA.

A. General Clauses

1. **Additional Insured.** The insurance coverage, except Workers' Compensation and Professional Liability, required by this Contract, shall name the DDA, its agents, representatives, directors, officials, and employees, as additional insured, and shall specify that insurance afforded the Consultant shall be primary insurance, and that any self insured retention and/or insurance coverage carried by the DDA or its employees shall be excess coverage, and not contributory coverage to that provided by the Consultant.

2. **Coverage Term.** All insurance required herein shall be maintained in full force and effect until Services required to be performed under the terms of this Contract are satisfactorily completed and formally accepted; failure to do so may constitute a material breach of this Contract, at the sole discretion of the DDA.

3. **Primary Coverage.** The Consultant's insurance shall be primary insurance as respects DDA and any insurance or self insurance maintained by DDA shall be excess of the Consultant's insurance and shall not contribute to it.

4. **Claim Reporting.** Consultant shall not fail to comply with the claim reporting provisions of the policies or cause any breach of a policy warranty that would affect coverage afforded under the policy to protect DDA.

5. **Waiver.** The policies for Workers' Compensation and General Liability, shall contain a waiver of transfer rights of recovery (subrogation) against DDA, its agents, representatives, directors, officers, and employees for any claims arising out of the work of the Consultant.

6. **Deductible/Retention.** The policies may provide coverage which contains deductibles or self-insured retentions. Such deductible or self-insured retentions shall not be applicable with respect to the coverage provided to the DDA under such policies. The Consultant shall be solely responsible for deductible or self-insured retentions and the DDA may require the Consultant to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

7. **Policies and Endorsements.** DDA reserves the right to request and to receive, within ten (10) working days, information on any or all of the above policies or endorsements.

8. **Certificates of Insurance.** Prior to commencing services under this Contract, Consultant shall furnish DDA with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Consultant's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificate shall identify this Contract by referencing the project name and/or project number and shall provide for not less than thirty (30) days advance written notice by Certified Mail of Cancellation or Termination.

9. **Sub-Consultants/Contractors.** Consultant shall include all sub-consultants and sub-contractors as insured under its policies or shall furnish separate certificates and endorsements for each sub-consultant and sub-contractor.

A. Workers' Compensation

The Consultant shall carry Workers' Compensation and Employer's Liability insurance coverage as required by law and deemed necessary for its own protection.

In case services are subcontracted, the Consultant will require the sub-consultant to provide Workers' Compensation and Employer's Liability to at least the same extent as provided by Consultant.

B. Automobile Liability

Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damages of not less than \$1,000,000 each occurrence regarding any owned, hired, and non-owned vehicles assigned to or used in performance of the Consultant services.

C. Commercial General Liability

Commercial General Liability insurance with a combined single limit of not less than \$1,000,000. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, completed operations, and blanket contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Contract.

In the event the general liability insurance policy is written on a “claims made” basis, coverage shall extend for two (2) years past completion and acceptance of the Services as evidenced by annual Certificates of Insurance.

D. Professional Liability

The Consultant retained by the DDA, to provide the consulting services required by the Contract will maintain Professional Liability insurance covering errors and omissions arising out of the services performed by the Consultant or any person employed by him, with an unimpaired limit of not less than \$1,000,000 each claim. In the event the insurance policy is written on a “Claims made” basis, coverage shall extend for two (2) years past completion and acceptance of Services as evidence by annual Certificates of Insurance.

INDEPENDENT CONSULTANT:

The relationship between the DDA and Consultant created under this Agreement is that of principal and independent contractor. Neither the terms of this Agreement nor the performance thereof is intended to directly or indirectly benefit any person or entity not a party hereto and/or such person or entity is not intended to be or shall be construed as being a third-party beneficiary of this Agreement unless specified by name herein or in an Amendment hereto, executed by a Consultant authorized representative.

SEVERABILITY/SECTION HEADINGS/SURVIVAL/WAIVER:

In the event that any provision herein shall be deemed invalid or unenforceable, the other provisions shall remain in full force and effect, and binding upon the parties hereto. The heading or title of a section is provided for convenience and information and shall not serve to alter or affect the provisions included herein. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the DDA and Consultant shall survive the completion of services and the termination of this Agreement. No waiver, discharge, or renunciation of any claim or right of Consultant arising out of breach of this Agreement by DDA shall be effective unless in writing signed by Consultant and supported by separate consideration.

OWNERSHIP OF DOCUMENTS:

All documents produced by the Consultant under this Agreement shall remain the property of the DDA and may be used by the DDA for any other endeavor without the written consent of the Consultant.

APPLICABLE LAWS:

Unless otherwise specified, the Agreement shall be governed by the laws of the State of Michigan.

The parties have made and executed this Agreement the day and year first above written.

MARQUETTE DOWNTOWN
DEVELOPMENT AUTHORITY

Dated: 10/22/2021

Rebecca Finco

By: Rebecca Finco
Its: Executive Director

MISSION NORTH, LLC

Dated: 10/27/2021



CONSULTANT

By: Robert M. Bacigalupi
Its: Principal

Exhibit A



October 7, 2021

Rebecca Salmon-Finco
Executive Director
Marquette Downtown Development Authority
337 W. Washington St.
Marquette, MI 49855
via email: Becky@downtownmarquette.org

RE: Professional Tax Increment Finance Plan Services

Dear Rebecca:

Thank you for the opportunity to propose assisting the Marquette Downtown Development Authority prepare a development and tax increment financing plan for the Third Street area. Attached is our detailed proposal for your consideration. My recent work with the Smith Group team on the Marquette Downtown Plan provides a solid basis to efficiently and effectively write a successful Third Street plan.

The proposal highlights my recent experience facilitating and writing development/TIF plans, though I have written around a dozen such plans over my career. In addition, my current work helping downtowns across the state plan and market key properties gives me great insight into how best to position corridors like Third Street for success.

I look forward to discussing this further with you. If you have any thoughts or questions, please call me at (231) 883-7266

Sincerely,

A handwritten signature in black ink, appearing to read "Rob Bacigalupi".

Rob Bacigalupi, AICP
Mission North, LLC

Proposal for:

The Marquette DDA

Professional Tax Increment Finance Plan Services

October 7, 2021



MISSION NORTH

Placekeeping, Planning, & Promotion

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Marquette Development and TIF Plan Proposal

Proposal for **Marquette DDA**

Professional Tax Increment Finance Plan Services

October 7, 2021

INTRODUCTION/SUMMARY

Mission North, LLC, hereafter referred to as Mission North, is pleased to present this proposal to assist the Marquette Michigan Downtown Development Authority in creating a Development and Tax Increment Financing (TIF) Plan for the Third Street District.

About Mission North

Mission North, LLC, began in 2003, offering planning and economic development services to municipalities and downtown organizations. In late 2017, we established Mission North as a premier consultant for downtown organizations, cities, and those who develop in them. With a focus on placemaking, mobility, and sustainable economics, Mission North is driven by a passion for places of quality and value.

PROJECT UNDERSTANDING

In 2020, the Marquette Downtown Development Authority partnered with a team led by the Smith Group, including Mission North, on a downtown plan. This plan included several improvements to the Third Street corridor, including walkability, bike network, connectivity/wayfinding, and transit enhancements. The plan also identified the lack of TIF as a hurdle to funding these and other improvements. Therefore, The Marquette DDA is pursuing a development and TIF plan for Third Street to establish a funding source and clarify goals for improvements in the corridor.

It is understood that this plan may be an expansion of the existing development area that currently encompasses the downtown area or may create a new development area. Mission North will assist the DDA in deciding which path is best. It is also understood that there may be 100 or more citizens within the resulting development area, which would trigger the need for a development area citizens council to be formed. Though the City Commission must appoint this body, Mission North can assist by providing recruitment materials and attending their initial meeting.

APPROACH/SCOPE OF WORK

Mission North will assist the Marquette DDA with fulfilling the requirements for development plans and tax increment financing plans as described in P.A. 57 of 2018. We will also develop materials that will help communicate the plan to taxing authorities, stakeholders, decision-makers, and the public. Mission North will work closely with DDA staff, City staff, and a steering committee of the DDA's choosing to serve as a sounding board as the planning process progresses. This committee can be a subcommittee of the DDA or the DDA Board itself.

Mission North's scope of work is detailed as follows:

A. Project Kickoff/Planning Meeting

Facilitate a review of known Third Street goals, and establish a schedule for the remainder of the plan development process.

Tasks

1. Initial data collection, including parcel/tax records, mapping
2. Facilitate a meeting with the DDA steering committee to accomplish the following:
 - Decide whether to expand the existing development area or create a new one after discussing the pros and cons.
 - Review Third Street District projects identified in the 2020 Downtown Plan and other plans.
 - Discuss non-capital programs that might be included in the plan, such as marketing, market and other studies, retail incubators, broadband and wireless technology, housing initiatives, and business loan programs.
 - Establish a schedule for the remainder of the project.

Marquette Development and TIF Plan Proposal

3. Assuming a development area citizens council (DACC) is needed, provide assistance developing a description of the DACC for use by the DDA in recruiting members.

Deliverables: Initial list of projects, development area citizens council recruitment flyer

B. District Engagement

Engage property owners and businesses to learn of their development plans and get feedback on the initial list of projects. Understanding the nature and scale of future private development will help with TIF projections.

Tasks

1. Conduct an open house-style meeting for property owners and businesses.
2. Report findings to DDA steering committee, discuss project list refinements and prioritize projects.

Deliverables: Updated, prioritized project list that will serve as an outline for the development plan

C. Draft Development and Tax Increment Financing Plan

The development and tax increment financing plan will be drafted in accordance with Public Act 57. Mission North will prepare all text, maps, and tables.

Tasks

1. Once drafted, the plan will be presented to the DDA Steering Committee for review.
2. Present draft plan to DACC for comment.

Deliverable: Draft Development and Tax Increment Financing Plan

D. Plan Forwarded/Meeting with Taxing Authorities

Per Act 57, the DDA Board formally sends the plan to the City Commission. Once the plan has been sent, Mission North, and DDA representatives, will meet with taxing authorities to discuss the goals of the development/TIF plan. Mission North will communicate the importance of TIF and the value the plan has for each taxing authority.

E. Public Hearing

Attend and present the plan at a public hearing.

Tasks

1. Assist the DDA/City with notification requirements and preparing notices for the public hearing.
2. Present the plan to the City Commission for the public hearing.

Deliverable: Draft public hearing notice

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F. Plan Approval

Attend City Commission meeting at which plan is considered for approval.

Deliverable: Final development and tax increment financing plan in pdf and Word format

PROPOSED SCHEDULE

	<u>Phase/Milestone</u>	<u>Estimated Timeframe</u>
	Project award	Week Zero
A	Project kickoff with DDA staff	Week Two
A	Planning Meeting	Month Two
	City Commission Appoints DACC	Month Three
B	District Engagement	Month Three
C	Development/TIF Plan Draft Review	Month Five
D	Meeting with Taxing Authorities	Month Six
E	Public Hearing	Month Seven
F	Plan Approval	Month Eight



Rob Bacigalupi, AICP

Principal

Rob helped build one of the premier downtowns in the Midwest through placemaking, economic development, and marketing

- As Executive Director of the Traverse City Downtown Development Authority, Rob led a talented team that supported one of the strongest downtown brands in the Midwest. At Mission North Rob assists downtowns and municipalities in Michigan and beyond with economic development plans, strategic planning, zoning and transportation.



Mission North

- Tax Abatement Policy, Oscoda Township, 2021
- Downtown Plan, Marquette, Michigan, 2020 - assisted Smith Group with economic development strategies
- Market studies for four communities as part of an effort to market downtown properties, 2020 - 2021
- Kalamazoo Downtown Parking & Mobility Study, 2019 - developed management strategies
- Downtown Property Marketing Packages, Alpena, Battle Creek, & Petoskey, 2019 - MEDC Redevelopment Ready Communities (RRC) Pre-Development Services
- Assisted the Bay Area Transportation Authority identify sites for a new headquarters, 2019
- Filer Township DDA Development Plan Update, 2019
- Emmet County Master Plan, public engagement, 2019
- Downtown Charlevoix Parking Study, 2018
- Advised private client on parking options, 2018
- Report to Windsor, Canada City Council on the value of street-level retail in a parking garage, 2015

Traverse City Downtown Development Authority

- Oversaw Traverse City Transportation Demand Management study, 2017
- Managed business retention and attraction efforts for Downtown Traverse City, 2000-2017
- Authored a new development and TIF plan for the Old Town district, Traverse City, 2016
- Developed downtown housing strategy for Traverse City, 2016
- Oversaw downtown market study update, Traverse City, 2016

Certifications and Training

- Member, American Institute of Certified Planners
- Urban Retail: Essential Planning, Design and Management Practices, Harvard University, 2018

Education

- MS Real Estate and Construction Management, University of Denver
- BS Urban Planning, Michigan State University

Community Service

- Bay Area Transportation Authority, 2000-2017 (served a term as Chair)
- Governor's Complete Streets Advisory Council (Michigan), 2014-2016
- Michigan Downtown Association, 2000-2005 (served a term as Chair)

QUALIFICATIONS AND REFERENCES

Rob Bacigalupi and Mission North are well qualified to conduct the work. Rob has written over ten development/TIF plans and plan amendments. Rob is considered an expert in downtown management and incentives, such as TIF. He regularly speaks on these subjects for the Michigan Downtown Association and the Michigan Association of Planning. A profile for Mission North and three project profiles follow.



About Mission North:

Mission North, LLC, began in 2003 offering community and transportation planning services to municipalities and downtown organizations. In late 2017, we set out to establish Mission North as a premier consultant for downtown organizations, communities, and those who develop in them. With expertise in placemaking, transportation planning, and sustainable economics, Mission North is driven by a passion for places of quality and value. The company is comprised of Rob Bacigalupi, AICP and Leslie Sickterman, AICP, PCP, CNU-A.

Our approach involves immersive listening to and learning about a community's needs and opportunities. We help communities build on their existing strengths and energies, and compliment that with best practices that work. Our overriding focus is to build communities with lasting value.



Project: Charter Township of Filer DDA Development Plan Update, 2019

Highlights:

- Gathered input from business community on needs in the DDA district.
- Facilitated strategic planning with the DDA Board to prioritize projects.
- Analyzed the property tax performance of the client community versus other communities in the county.
- The revised plan greatly broadened the usefulness of Filer Township’s TIF revenue, including adding the ability to fund broadband and purchase key properties for redevelopment.

Exhibit E - Contemplated Improvements

Map	Category	Description ¹	Estimated Completion ²
A	Gateway Signs	Place two gateway signs on US-31 at both ends of core commercial district, and two on Merkey Road at east and west side of district.	2019
B	Improve Aesthetics Along 28th Street	Facade improvements and streetscapes along 28th Street.	2020
C	Public Water Supply Improvements	Install certain public water supply system improvements, including a possible, additional added water tower and related equipment, so as to improve the Township water supply system as located within the District and elsewhere in the Township.	2021
C	Western Park Project	Mixed-use development with workforce housing, retail township park including a wetland, village green and new town hall.	2021
D	East US-31 Pedestrian Improvements	Establish walks from neighborhood to US-31, eliminate curb cuts along US-31, add sidewalks along east side of US-31, establish mid-block crosswalk with new linear park just north of the Bungalow, and create strong pedestrian crossings on US-31 at 12th Street, Merkey Road/28th Street, and Red Apple Road.	2022
E	US-31 Access Drive and Walkway	Shared access system serving businesses on the West side of US-31 between Red Apple Road and the Days Inn Manistee.	2023
F	Snowmobile Connector	Roadway crossings and dedicated way connecting Manistee Lake/Stronach with staging behind the Days Inn.	2026
G	School Pond Park and Connecting Greenways	Public open space along north boundary of DDA District, with passive recreation, green corridor with pedestrian path connecting Grand Avenue and US-31 at School Pond Park, and green path between Kosciusko Street, US 31 and School Pond Park.	2027

Contact:

- Tamara Buswinka, AICP, DDA Director:
phone: (231) 723-3138
email: L44Planners@gmail.com



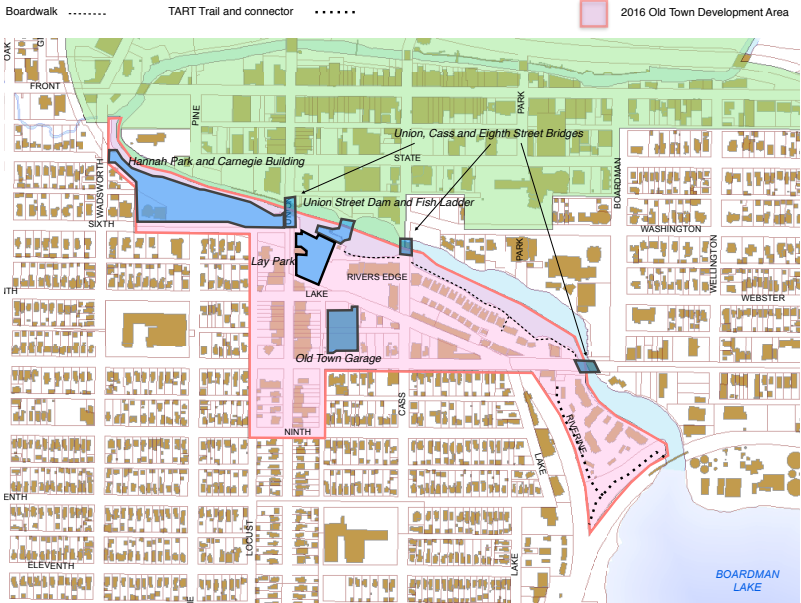
Project: Old Town Plan 2016

**While working at the Traverse City Downtown Development Authority*

Highlights:

- Worked with taxing authorities and other stakeholders on the replacement of an expiring development and TIF plan with a new 25-year plan.
- Engagement included neighborhood and merchant association meetings in addition to standard public meetings.
- Created video highlighting the success of the old plan and value of a new one.
- Utilized property tax visualizations prepared by Urban 3 to make the case for high-value development.

Exhibit 1 - Map of the Development Area w/Public Improvements



Contact:

- Marty Colburn, Traverse City City Manager:
office: (231) 922-4440
email: mcolburn@traversecitymi.gov



Project Profile: **Alpena Predevelopment Assistance, 2019**

Highlights:

- Assisted the city and Michigan Economic Development Corporation in developing marketing materials for a Alpena Area Chamber-owned parcel downtown.
- Conducted market study addressing rental and owner-occupied residential as well as retail.



- Generated three site concepts for review by city and owner representatives who selected a preferred vision for the property.
- Drafted a project pro forma showing how the preferred vision could be financially feasible.

Contact:

- Adam Poll, Executive Director/CEO Alpena Area Chamber of Commerce:
office: (989) 354-4181



Marquette Development and TIF Plan Proposal

REFERENCES

<p>Tamara Buswinka Filer Twp. DDA Director 2505 Filer City Road Manistee, MI 49660 (989) 714-4417 l44planners@gmail.com</p>	<p>Debi Croucher Executive Director Downtown Windsor Business Improvement Association 419 Pelissier St. Windsor, ON N9A 4L2 (519) 252-5723 debi@downtownwindsor.ca</p>
<p>Jacob Kain City Planner City of Mount Pleasant 320 W. Broadway Street Mount Pleasant, MI 48858 (989) 779-5346 jkain@mt-pleasant.org</p>	<p>Adam Poll Executive Director/CEO Alpena Area Chamber of Commerce 235 West Chisholm Street Alpena, MI 49707 (989) 354-4181 apoll@alpenachamber.com</p>

Marquette Development and TIF Plan Proposal

FEE

Mission North will complete the scope of work for not-to-exceed **\$15,290**. The table below details the fee. This fee includes all expenses, including travel and attendance at meetings as described. Attendance at any additional meetings would be charged at \$110 per hour, including one-way travel if in person.

Fee Detail

Phase	Hours	Rate	Cost
A	24	\$110	\$2,640
B	17	\$110	\$1,870
C	60	\$110	\$6,600
D	18	\$110	\$1,980
E	10	\$110	\$1,100
F	10	\$110	\$1,100
TOTAL	139		\$15,290