



ROWE PROFESSIONAL SERVICES COMPANY

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June 19, 2018

Ms. Lisa Bible
Village of Bancroft DDA
PO Box 97
Bancroft, MI 48414

RE: Bancroft DDA Development and TIF Plans

Dear Ms. Bible:

Thank you for the opportunity to assist the Village of Bancroft in preparing Development and Tax Increment Financing (TIF) Plans for Village of Bancroft Downtown Development Authority (DDA). Below we have outlined the basic elements required in the preparation of the plans and the cost for each element. **This proposal and the terms and conditions associated with it reflect a change from the terms and conditions submitted in May, as requested by the village's attorney.**

It is our understanding that the boundary for the DDA Development and TIF Plans will not coincide with the boundaries of the DDA, which is the entire village. This will require establishment of a legal description of the TIF and Development Plan area.

Development and TIF Plans

Preparing the Development and TIF Plans would be undertaken by the DDA Board (which is also the Planning Commission). The process for the development the Development and TIF Plans is included in the following scope of services.

1. **Kick-Off Meeting** – ROWE will meet with the village staff and the DDA to review the scope of work, verify the boundary of the Development and TIF Plans, and discuss potential projects to be added or removed from the development plan. (Meeting 1) **\$220**
2. **Prepare Draft Development and TIF Plans** – ROWE will prepare the draft Development and TIF Plans. We will use the information provided by the 2005 Master Plan along with any update in information provided by the village. The plans include:
 - a. The location and extent of existing streets and other public facilities and the land use within the development area.
 - b. A description of existing facilities in the development area to be demolished, repaired, or altered.
 - c. The location, extent, character, and estimated cost of proposed improvements.
 - d. A statement of the construction or stages of construction planned and the estimated time of completion of each stage.
 - e. A description of any parts of the development area to be left as open space and the use contemplated for the space.
 - f. A description of any portions of the development area that the authority desires to sell, donate, exchange, or lease to or from the municipality and the proposed terms.

Engineering | Surveying | Aerial Photography/Mapping | Landscape Architecture | Planning

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- g. A description of desired zoning changes and changes in streets, street levels, intersections, or utilities.
 - h. An estimate of the cost of the development and a statement of the proposed method of financing the development.
 - i. Designation of the person or persons, to whom all or a portion of the development is to be leased, sold, or conveyed.
 - j. The procedures for bidding for the leasing, purchasing, or conveying any portion of the development upon its completion.
 - k. Estimates of the number of persons residing in the development area to be displaced.
 - l. A plan for establishing priority for the relocation of persons displaced by the development in any new housing in the development area.
 - m. Provision for the costs of relocating persons displaced by the development.
 - n. Other material that the authority, local public agency, or governing body considers pertinent.
 - o. An analysis of the potential revenue that could be generated by the established TIF and the financial impact on the taxing jurisdiction. This work will require a digital copy of the tax parcel data for the property within the DDA from the village assessor. **\$1,670**
3. **Development and TIF Plans Review** – ROWE will prepare a draft DDA Development and TIF Plans for review and approval by the DDA Board over the course of two meetings (Meetings 2 and 3). Letters to the taxing jurisdictions with the results of the TIF Plan analysis will be prepared and provided to the village for mailing. **\$650**
4. **Public Hearing Notices (Development and TIF Plans)** – ROWE will draft public hearing notices for the village to post, mail, and publish as required by the Downtown Development Authority Act for the Development and TIF Plan amendment. **\$190**
- a. **Village Council Public Hearing on Development and TIF Plans** – ROWE will attend the village council meeting where the Development and TIF Plans are reviewed and adopted. (Meeting 4) **\$410**
 - b. **Deliverables** – Following adoption of the DDA’s Development and TIF Plans, ROWE will provide the village with 25 bound copies of the plans and digital copies of the plans in .pdf, .doc, and .dwg format, as appropriate. **\$250**

District Boundary Description

As part of the DDA Development and TIF Plans, a description of the boundary of the plans area must be prepared. The normal approach is for a “metes and bounds” description to be prepared by a surveyor; however, our original estimate of the cost of this (\$2,000) was a concern of the village. In response to this concern, two options were discussed:

- 1. Utilize a surveyor to prepare a reduced legal description based on additional information provided by the village.
- 2. Prepare a simple metes and bounds description using distances, addresses, and other ways of describing the boundary that does not require a surveyor to prepare, which is supplemented with a table that lists each of the tax parcels in the DDA and their tax parcel description. **Before selecting this less formal description, we would recommend the village consult their attorney to ensure they agree that such a description meets the requirements of the Downtown Development Authority Act.**

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The proposed cost for the metes and bounds description prepared by a surveyor based on the data provided by the village and assuming tax description information is provided by the village assessor would be **\$960.**

The cost of the less formal "legal description" using the metes and bounds information from the map and the tax parcel description information provided by the village assessor would be **\$360.**

The work includes attendance at a total of four meetings if the total scope is selected. Billing would be monthly based on work completed. All miscellaneous costs including mileage, postage, and reproduction are included in these costs and will not be billed as "extras". If, in the opinion of ROWE, the village requests work outside the scope of the proposal as agreed to by both parties, ROWE will notify the village and submit an estimate for the additional work and obtain the village's approval before undertaking the additional work.

We estimate the project will take six months to complete from the time we are authorized to proceed. If the work is delayed due to lack of response by the village at various points in the process, additional time may be charged to allow staff time to reacquaint itself with the project.

Thank you for the opportunity to submit this proposal. Please feel free to contact us if you have any questions. We would be happy to attend a DDA Board or Village Council meeting to discuss the specifics of this proposal, if necessary.

Sincerely,
ROWE Professional Services Company



Doug Piggott, AICP
Senior Planner

Attachments

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Having reviewed this proposal, including the attached statement of terms and conditions which is a part thereof, acceptance of this proposal is hereby confirmed. ROWE Professional Services Company is authorized to proceed with the work.

Basic Plan Development

<input checked="" type="checkbox"/> Kick-Off Meeting	\$ 220.00
<input checked="" type="checkbox"/> Prepare Draft Development and TIF Plans	\$ 1,670.00
<input checked="" type="checkbox"/> Development and TIF Plans Review	\$ 650.00
<input checked="" type="checkbox"/> Public Hearing Notices	\$ 190.00
<input checked="" type="checkbox"/> Village Council Public Hearing on Development and TIF Plans	\$ 410.00
<input checked="" type="checkbox"/> Deliverables	\$ 250.00

District Boundary Description

<input checked="" type="checkbox"/> Survey Description	\$ 960.00
<input type="checkbox"/> Informal Boundary Description	\$ 360.00

TOTAL

\$ 4,350.00

Accepted by:

Signature

Date

RANDY BEEBE As Village of Bancroft President
Printed Name & Title

TERMS AND CONDITIONS

The Owner will designate a representative with the authority to provide direction, receive and review information, and make decisions regarding the project. Decisions and direction shall be provided in a timely manner, so as to not delay the project.

The Engineer will perform services in a timely manner, consistent with sound professional practice.

The Engineer will strive to perform the services within the established schedule, if any. Services are considered to be complete when deliverables have been presented to the Owner.

The Owner will provide the Engineer with all available information pertinent to the site of the project and access to the project site.

The Engineer will assist the Owner in preparing applications and documents to secure approvals and permits. The Owner is responsible for payment of permit application fees and charges.

Services provided by the Engineer shall be performed with the care and skill normally exercised by other members of the profession practicing under similar conditions.

The Owner shall promptly notify the Engineer of defects or suspected defects in the work.

The Engineer's opinions of construction costs will be based upon experience and historical information.

The Engineer will be responsible for the safety precautions and programs of its employees only.

If the Engineer is reviewing work by contractors or others on behalf of the Owner, the Engineer may only recommend to the Owner that work which does not conform to the project requirements be rejected.

Payment for work completed shall be made within thirty days of invoicing. Unless otherwise provided, invoices will be submitted monthly as the work progresses.

In the event additional work is needed because of a change in scope or unforeseen conditions, the Engineer will submit a proposal defining the modified scope of work and any modifications to the schedule and fee for the Owner's approval.

This agreement may be terminated by either party with fourteen days' written notice; however, the Engineer shall be paid for work completed prior to the date of termination.

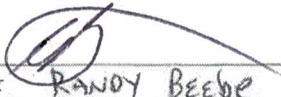
The Engineer is an independent contractor, responsible to the Owner for the results of this undertaking and is not an employee or agent of the Owner.

The Owner and Engineer each bind themselves and any partners, successors, and assigns of the other party to this agreement. Neither party will assign, sublet, or transfer their interest in this agreement without the consent of the other party.

The terms of this agreement shall be governed by the laws of the State of Michigan. In the event a provision of this agreement is rendered unlawful, the remaining terms and provisions shall remain in effect.

In performance of this work, the Engineer will comply with their policies regarding non-discrimination against employees on the basis of race, color, religion, national origin or ancestry, age or sex.

Terms and Conditions Agreed to:

* 
Owner RANDY BEEBE
As President of Village of Bancroft

ROWE Professional Services Company