



**Renovare Development**  
**13 Washington Street**  
**Ypsilanti, MI 48197**

August 21, 2023

Sue Palmer  
Village of Empire  
11518 S LaCore Street  
PO Box 253  
Empire, MI 49630-0253

**RE: Proposal for Professional Services –Site Feasibility Analysis**

Renovare Development, LLC (“Contractor”) is pleased to present this Proposal for Fee Based Consulting Services related to the above-mentioned initiative located in Empire, MI for the Village of Empire (“Client”). The purpose of the proposed initiative is to determine the feasibility of developing new municipal offices on three (3) different properties within the Village of Empire.

The Scope of Work, outlined below, will include assistance with a grant application to the Michigan Office of Rural Development under the Rural Readiness Program for work similar to the scope of work outlined in this proposal. Assistance with the grant application will be performed **at no charge**.

If the grant is awarded, the grant will be used to fund the scope items outlined in the grant application, including but not limited to data gathering and analysis, community engagement, conceptual design and site planning, and public meetings to present deliverables. A detailed scope of services is outlined below. If the grant is not awarded, work will be terminated at the Village’s request.

**INTRODUCTION**

Renovare Development is a majority woman-owned commercial real estate development company headquartered in Ypsilanti, Michigan with projects throughout both lower and upper peninsulas of Michigan. Renovare has significant history in transformational real estate development, including site assemblage, entitlement, financing, and incentives on projects that include market rate and workforce housing and commercial development. Project Lead for Renovare Development is Jenifer Acosta, VP of Real Estate Development.

Renovare Development will enter into a subcontract with Place Strategies for conceptual site design and other activities. Place Strategies is a minority-owned business in Texas, where its headquarters are located. Traverse City is the location of the Midwest office for Place Strategies. Project Lead for Place Strategies is Brad Lonberger.

## VILLAGE OF EMPIRE

The Village of Empire is a growing community in the Leelanau Peninsula of Northern Michigan. They have recently made strides toward community development, such as creating the Community Action Task Force and seeking approval from the State of Michigan under the Redevelopment Ready Communities (RRC) Program. Recently, the Village has identified the need for municipal office space that can better serve its growing and changing community. Aligned with recent advances in community development activity, the Village would like the municipal complex to serve community needs, as determined by various stakeholders.

The Village has identified the following space needs for a propose development:

- Until 2018, the Empire Village Office housed a deputy clerk for 4 days per week with the Clerk and Treasurer working offsite. Today, the Village Office staff includes a full-time deputy clerk, the Clerk, on site, for approximately 8 hours per week (pre-COVID, those onsite hours were often 12-16) per week, and onsite hours scheduled for the Treasurer.
- Space for the part time (approximately 3 hours per week) Zoning Administrator was and continues to be a worktable in the middle of the Village Office.
- All of the current print files, financial ledgers, minutes books, Ordinance and Resolution books, land permits, parking permits are housed in nooks and crannies in that one open office space. Older materials are currently housed in a loft area in the Village DPW garage.
- No service counter/space is available.
- No staff, council or planning commission member has the ability to adequately work at the work table during business hours without negatively impacting the office workflow.
- Staff and/or council members have no place to meet, privately, with a resident or visitor should one desire to discuss sensitive or private issues (inability to pay a bill, land use permit violations, sign violations, etc.).
- Desire to create community space for meetings, gathering space, and engagement activities.
- During the summer months, the Deputy Clerk is responsible for the supervision of three to seven Beach Ambassadors. Space for meeting with those employees is non-existent given the limited space.
- While the Village office staff continue to find ways to streamline the paying of water bills and taxes as well as the submission of land use and other permits, the office continues to see significant foot traffic.
- The recent pandemic and the laws regarding indoor interaction and social distancing was a stark reminder of the small size of the office.
- Access to technology ports is as limited as is the space for additional file cabinets.
- Empire expects to see growth in service needs related land use permits, grant funded projects and general
- Village operations. This requires adequate space for addressing the needs of the public, for filing cabinets and space for uninterrupted meetings for the Clerk, the Treasurer, and the Zoning Administrator as well as for smaller council committee meetings.

The Village of Empire staff has reached out to Renovare Development to assist with a Site Feasibility Analysis for this purpose. The Village of Empire has established the following objectives for the Site Feasibility Analysis:

1. Identify and explore feasibility of property options in the Village to house a new Village Office.
2. Create conceptual development plans for no more than 3 options.

### 3. Provide estimated costs for options and funding opportunities beyond the Village Fund Balance.

The Village of Empire is seeking a Michigan Office of Rural Development, Rural Readiness Program grant in the amount of \$50,000 to fund these activities. The Village has also identified additional funds to support this endeavor.

#### **SCOPE OF WORK**

The Scope of Work will be completed in two phases Grant Application and Grant Implementation.

#### **GRANT APPLICATION – LETTER OF INTENT - NO CHARGE**

Renovare Development will work directly with Village of Empire staff to finalize a proposed Scope of Work for the Site Feasibility Analysis. A proposed outline of activities is listed below. Once this scope of activities is finalized, Renovare Development will create a Draft Letter of Intent to the Michigan Office of Rural Development (MDARD) for a Rural Readiness Grant under the “Development Readiness” category - including activities that prepare communities or key properties for development or investment, including development of property inventories, site development studies, site material development, site implementation or land assembly activities, feasibility or market studies, and more.

The Village of Empire will submit the final approved version to MDARD by August 31, 2023. If an invitation to apply is received, Renovare Development will assist with the full grant application, required by November 2, 2023 in accordance with the work outlined below.

#### **GRANT APPLICATION – FULL APPLICATION**

If an invitation to apply is received, Renovare Development will work with the Village of Empire Staff and other local stakeholders to prepare the submittal documents required for the application. This task will be a lump sum fee of \$5,000.

The proposed Scope of Work for the grant will include the following activities:

1. Data Gathering
  - Gather additional data on space needs, potential community uses
  - Convene key stakeholders, including the Community Action Task Force, to gather additional data
2. Community Engagement
  - Hold public sessions to gather community input and key stakeholder input of spatial design
3. Site Reconnaissance and Research
  - Review existing property data for three sites to understand development obstacles and constraints and possible site designs
  - Gather any historical data readily available for each site
  - Explore opportunities for discreet acquisition
4. Conceptual Site Plans
  - Develop conceptual site plans for three sites that meet the requirements identified through the data gathering and community engagement sessions.
5. Present Options
  - Present three options to the Village of Empire for review and approval
  - Presentation will include three separate conceptual site plans with preliminary floor plans for each building
6. Provide financial modeling
  - Identify various funding sources that could apply to the proposed project

- Educate stakeholders on possible funding sources
  - Develop a preliminary budget for the construction of the selected complex
7. Connect and coordinate with staff throughout the process to implement and refine best practices, share information, and coordinate messaging.

**GRANT IMPLEMENTATION**

Renovare Development will implement the above-mentioned Scope of Work, as modified during the grant application process.

Renovare Development does not provide legal services. A licensed attorney should be engaged to draft or modify all legal documents necessary for the project and provide any necessary legal advice.

**TIMELINE**

The draft timeline below is subject to change based on information that is gathered and strategic recommendations from the leadership council and Renovare.

Activity	Deliverables	Est. Timeline
<b>Letter of Intent</b>		
<ul style="list-style-type: none"> <li>• Communication with staff to secure needed information</li> <li>• Complete form</li> </ul>	<ol style="list-style-type: none"> <li>1. Draft Letter of Intent</li> <li>2. Final Letter of Intent</li> </ol>	August 25 <sup>th</sup> 2023 August 31 <sup>st</sup> 2023
<b>Full Application</b>		
<ul style="list-style-type: none"> <li>• Gather materials/Crate Draft</li> <li>• Submit Final</li> </ul>	<ol style="list-style-type: none"> <li>1. Draft Application</li> <li>2. Final Application</li> </ol>	October 15 <sup>th</sup> 2023 October 31 <sup>st</sup>
<b>Grant Implementation</b>		
<ul style="list-style-type: none"> <li>• Data Gathering</li> <li>• Community Engagement</li> <li>• Site Reconnaissance and Research</li> <li>• Conceptual Site Plans</li> <li>• Present Options</li> <li>• Provide financial modeling</li> </ul>	<ol style="list-style-type: none"> <li>1. Reports on data collected, engagement and site analysis</li> <li>2. Conceptual Site Plans</li> <li>3. Proforma</li> </ol>	(Timing will depend on the grant – but the Scope of Work is intended to take 3 to 5 months total)

**FEES**

The fees related to the proposed Scope of Work, further defined by the client, will be estimated and billed on a monthly retainer:

- Letter of Intent – No charge
- Full Application (after invitation to apply is received) - \$5,000
- Scope of Work for Grant (if received) \$70,000

In order to initiate work, Renovare Development requires receipt of the signed proposal. If the Client requests assistance with additional items outside of the Scope of Work, a separate proposal will be provided.

**ACCEPTANCE AND ACKNOWLEDGEMENT**

To proceed with this proposal, Renovare Development requires your signature acknowledging these terms. Please sign, date and return this document.

Thank you for your interest in Renovare Development. If you have any questions regarding this proposal, please contact me at (313) 348-7236.

Sincerely,

**RENOVARE DEVELOPMENT**

*Jill Ferrari*

Jill Ferrari, Managing Partner

**AUTHORIZATION**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ATTACHMENT A**  
**TERMS AND CONDITIONS**

- 1. Parties and Purpose of Agreement.** Renovare Development shall perform the services described in the attached proposal for Professional Services in Empire, Michigan (“Proposal”), effective as of August 9, 2023 (“Effective Date”), which is made part of this agreement between Renovare Development, LLC, a Michigan limited liability company (“Contractor”) and the Village of Empire (“Client”) (the “Agreement”).

Client wishes to hire Contractor to provide, and Contractor agrees to provide, consulting services related to a Site Feasibility Analysis for potential a municipal development located in Empire, Michigan (“Project”). The purpose of this Agreement is to specify the roles and responsibilities of Contractor and Client with regard to these services.

- 2. Term of the Agreement.** The Term of the Agreement shall be effective from the Effective Date until the last phase of the development is complete, unless the Agreement is sooner terminated pursuant to Section 6 of this Agreement.
- 3. Scope of Services.** Subject to the terms and conditions of this Agreement, Client hereby engages Contractor as an independent Contractor to perform the services as set forth in the Proposal (“Services”), and Contractor hereby accepts such engagement. Contractor agrees to render the Services in good faith. Contractor represents that it maintains all licenses, if any, required by law to perform the Services.
- 4. Compensation.** Client shall pay Contractor for services rendered as set forth in the Proposal. Consultant will bill Client monthly for retainer fees, along with any other approved expenses. Monthly reporting will be provided electronically to the Client and tracked against the Scope of Services outlined in the Proposal.
- 5. Work Product Ownership.** Client shall own and retain all rights, title and interests, including intellectual property rights, in and to all Work Product and other materials and information created by Contractor pursuant to and/or in connection with this Agreement. This includes, but is not limited to, all works of original authorship (e.g., reports, plans, proposals), ideas, data and trademarks. All Work Product is and shall be deemed a “work made for hire” as that term is used in connection with the U.S. Copyright Act; in addition, Contractor hereby assigns to Client all rights, title and interests in such Work Product. For clarification, Work Product shall not include Contractor’s preexisting Proprietary Materials, except to the extent incorporated into the Work Product and required by Client to use the Work Product for its intended purpose. “Proprietary Materials” means all copyrightable works of original authorship (including but not limited to computer programs, technical specifications, manuals, and business plans), ideas, inventions (whether patentable or not), know-how, processes, compilations of information, patented property, trademarks, service marks, trade secrets and other intellectual property.
- 6. Termination.** This Agreement may be terminated by either party without cause or reason at any time by providing 30 days written notice to the other party. Renovare will need some time to pivot at this point. Upon termination, Contractor shall deliver all Work Product (whether in final form or a work in process), and Client shall pay to Contractor any outstanding fees in accordance with agreed-upon terms. All provisions of this Agreement relating to confidentiality, ownership, indemnification, limitations of liability, grant of licenses, and any other subject that would, by its nature, be deemed to survive termination of this Agreement (whether or not so expressly stated), shall remain in full force and effect after expiration or termination of this Agreement.

- 7. Indemnification.** Notwithstanding any other term of this Agreement, Client shall indemnify, defend and hold harmless Consultant and its successors, heirs and assigns (the "Indemnitee"), against any claim, liability, cost, damage, deficiency, loss, expense or obligation of any kind or nature (including without limitation reasonable attorneys' fees and other costs and expenses of litigation) incurred by or imposed upon the Indemnitee in connection with any claims, suits, actions, demands or judgments arising from activity on or related to the Property.
- 8. Governing Law and Jurisdiction.** This Agreement shall be governed by the laws of the State of Michigan (exclusive of its choice of law rules), and the federal laws of the U.S. The parties agree that any litigation arising between the parties in relation to this Agreement shall be initiated and maintained in the Circuit Court of the County of Wayne, Michigan, or the U.S. District Court for the Eastern District of Michigan, Southern Division, and the parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts.
- 9. Independent Contractor.** This Agreement shall not render either party an employee, partner, agent of, or joint-venturer with the other for any purpose. Contractor is and will remain an independent Contractor in its relationship to Client. Client shall not be responsible for any withholding of federal, state or local taxes with respect to Contractor's compensation hereunder. Contractor shall have no claim against Client hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Each party represents that it has complied with all federal, state and local laws regarding business permits and licenses that may be required for it to perform its obligations set forth in this Agreement.
- 10. Headings.** Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.
- 11. Waiver.** Any waiver of a party's rights hereunder must be in writing. Waiver by one party hereto of a breach of any provision of this Agreement by the other party shall not operate or be construed as a continuing waiver to that provision or a waiver of any other provision of this Agreement.
- 12. Assignment.** Contractor shall not assign any of its rights under this Agreement, or delegate the performance of any of its duties hereunder, without the prior written consent of Client. Any attempted assignment without such written consent shall be void.
- 13. Entire Understanding.** This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
- 14. Confidentiality.** Client and Contractor agree that by virtue of entering into this Agreement they may have access to certain confidential and/or proprietary information regarding the other party's projects or operations, including contact and distribution lists. For purposes of this Agreement, "confidential and/or proprietary information" shall include information that has value to either party by virtue of its secrecy. Confidential and/or proprietary information for purposes of this Agreement shall not include information that is otherwise publicly known or available through no fault of the receiving party or information that discovered or created by the receiving party prior to the disclosing party's disclosure.

Client and Contractor agree that they will not, for the period beginning with the date of this Agreement and extending for five (5) years after its termination: (a) disclose any such confidential information and/or proprietary information about another party without the prior written consent of that party unless such disclosure is authorized by this Agreement or required by law or (b) use such information, other than in connection with this Agreement. Unauthorized disclosure or use of confidential and/or proprietary information shall be a material breach of this Agreement.

- 15. Limitation of Liability.** Except as expressly provided herein, in no event shall either party be liable to the other party in connection with this Agreement and/or the Work Product regardless of the form of action or theory of recovery, for any: (a) indirect, special, exemplary, consequential, incidental or punitive damages, even if that party has been advised of the possibility of such damages; (b) lost profits, lost revenues, lost business expectancy, business interruption losses and/or benefit of the bargain damages; and/or (c) direct damages in an amount in excess of the amounts paid or payable to Contractor under this Agreement.
- 16. Severability.** In the event any provision of this Agreement shall be found to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the validity, legality and enforceability of the remainder of the Agreement.
- 17. Amendment or Modification.** This Agreement may only be amended or modified in a writing signed by both parties. Any writing amending or modifying this Agreement shall be attached to and kept with this Agreement.
- 18. Cooperation.** Each of the parties shall use its best efforts to cooperate with one another in the performance of this Agreement and shall comply with all reasonable requests of the other party with respect to information concerning this Agreement.
- 19. Counterparts and Electronic Transmission.** This Agreement may be executed and delivered in two or more counterparts, and/or delivered by e-mail or other electronic transmission, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.
- 20. Interpretation.** Each party has actively participated in the negotiation and preparation of this Agreement, and no presumption of interpretation in favor of either party shall be made. The necessary grammatical changes required to make the provisions of this Agreement apply either to corporations or other entities or to individuals, men or women, as the case may require, shall in all cases be assumed as though in each case fully expressed. Notwithstanding that some references may say "include" or "including" and others "include without limit" or "including without limitation", references to "include" or "including" shall mean "include without limit" or "including without limitation", unless expressly and specifically provided to the contrary. Time is of the essence.
- 21. No Third-Party Beneficiaries.** The parties agree that unless otherwise stated in this Agreement, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than Client and Contractor.
- 22. Representation on Authority of Parties/Signatories.** Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.



**ATTACHMENT B**  
**REFERENCES**

Joe Meyers  
Community Development Director/ Detroit Regional Partnership  
231 - 350-2547

Nicole Wilson  
Vice President of Economic Development/Midland Business Alliance  
989-839-9901

Jim Tischler  
Development Director/Michigan State Land Bank Authority  
517-242-4376

Jennifer Rigterink  
Assistant Director of State and Federal Affairs, Michigan Municipal League  
517 - 202-1577