

Project: _____
Mansfield Job#: _____
Date: _____

Exhibit
Clam Lake Township DDA Strategic Plan

Submitted To: Clam Lake Township DDA
Address: 8809 E-M-115
Cadillac MI 49601

Project Understanding:

It is the understanding of Mansfield Land Use Consultants (MLUC) that the Clam Lake Township DDA is seeking professional consulting services to complete and provide a Strategic Plan in coordination with the property Owners, community stakeholders, involved jurisdictions, agencies and Clam Lake Township over and on the privately held properties within the DDA as recorded. In pursuance of the same MLUC is pleased to provide the following scope of services:

Inventory and Character Study

MLUC Staff will complete and provide a foundational base model of the study area from data available through a various groups and or entities and agencies. This map will provide the elements and exhibits required to initiate a study defining the opportunities and restrictions of the area. This composite model will be generated using available data. No field survey work will be completed through this proposal. This model is intended for discussion purposes only. This data will include at a minimum: Property Ownership, Land Uses, Zoning, Future Land Uses recorded easements, roads, trails, rights of ways, developed areas, buildings, parking, woodlots, wetlands, lakes and streams, utilities, natural soil types, traffic counts, assessment data, and other data deemed relevant by MLUC.

Utilizing the model provided above, MLUC will conduct a field inventory and Character Study of the DDA area. Through this process staff will observe and document general findings as to massings, dimensional relationships, design character, scale, landscape and natural, vegetation, noise, conflicts, contrast and compliments in patterns of use, maintenance and future development. MLUC will document their findings in the portions of the overall plan and make suggestions for recommended improvements to immediate concerns.

SWOT Analysis

Utilizing the Township Hall and staff for meeting notifications and staging, MLUC will conduct a SWOT Analysis with the invited property owners and interested and involved agencies as well as the general public. This process is designed to open discussion, document and prioritize the Strengths, Weaknesses, Opportunities, and Threats of the DDA Properties, Owners and Users. This process will be documented as plan of the final report and utilized to better define the Goals and Objectives of the next task.

MLUC will also offer to meet with the top ten property owners as identified by the Township and or DDA staff in order to ensure that their concerns, visions and questions are fully taken into account.

Initial QAS Client
Initial [Signature] M&A

Date: 4-21-15

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Strategic Plan.

Once the SWOT Analysis is complete MLUC will work with Township Staff, and DDA Appointees to discern the conclusions and collate the priorities into Goals and Objectives at the next meeting. These goals and objectives will again be prioritized, defined, measured and finally categorically seated in the final Strategic Plan as to the nature of the element.

The final phase of work would be to work with the DDA and others to establish implementation policies and processes as well as attempt to define cost of same. This would be done again in a group setting. The understanding coming out of this meeting would be placed in the Strategic Plan and define the future work set forth for the DDA and others.

MLUC would provide the DDA and Township with up to twenty hard copies of the work provided and Final Strategic Plan as well as PDF Electronic Files for further distribution.

MLUC would proposed to present the Final deliverables in a joint meeting with the DDA and Township.

Schedule for Completion of Services

MLUC proposes to commence work immediately upon receipt of a duly authorized copy of this proposal/contact. The base map information would take approximately 3 weeks to complete. Filed observations/inventory would commence shortly thereafter. The first meeting involving the most representation would be proposed to be held before Memorial Day 2015. The work would then proceed as the DDA so choses but with a completion of work provided by Labor Day 2015.

Fee for Performance of Services

MLUC will complete and provide the above stated scope of Services for a Fee of \$12,340.00.

Clarifications

No other work than that defined above will be completed under this contract.

The inventory and exhibits surrounding that task are created using available public data and are intended for discussion purposes only. MLUC makes no guarantee as to the completeness or correctness of this information.

It is understood through this contract that MLUC is not responsible for the cost or liability of making appropriate public notices.

It is understood that there the Township Hall and like facilities will be made available for meetings as needed and coordinated at no cost to MLUC.

Should there not be a quorum, or if meetings are canceled due to reasons beyond the control of MLUC, further cost for extra meetings may be required.

Initial AS Initial AS
Client M&A

Date: 4-21-15

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"Client" and Mansfield Land Use Consultants have duly executed this agreement as of the day and year first written below.

ACCEPTED AND APPROVED:

By:  _____
Authorized Agent for Mansfield Land Use Consultants

Date: 4/21/15

Client: Clam Lake DDA


Authorized Signer: Julie Chairwoman

Name/Individual: Julie Snider

Signature: Julie Snider

Date: 4-21-15

Initial 
Client

Initial 
M&A

Date: 4-21-15

**Mansfield Land Use Consultants
Standard Contract for Services**

This contract is made this 21st of April, 2015 between Clam Lake DDA herein after called "Client", having its principal place of business at _____ and Mansfield Land Use Consultants herein after called "Mansfield", having its' principal place of business at 830 CottageView Drive, Suite 201, Traverse City, MI. 49684.

In consideration of "Client" retaining "Mansfield" to conduct services detailed in the attached "exhibit ('s)", it is agreed as follows:

1. Compensation and Term

- a). The fee that shall apply for the services detailed in the attached "exhibit ('s)" will be per the "fee" section in the attached "exhibit ('s)". Unpaid invoices shall be subject to a 1.5% per month service charge effective as of the date of invoices.
- b). If the basis for fee determination is "time & materials", billings will be based on "Mansfield" standard charges for actual time expended. The "Client" understands and agrees that the estimates of total, incremental, or phase project cost are reasonable projections provided for informational purposes in the companion documents, and are not a representation or warranty of the actual costs which will be incurred in the performance of "Mansfield" services. "Mansfield" shall submit invoices once a month for services performed and expenses incurred.
- c). The "Client" shall provide "Mansfield" with a clear, written statement within thirty (30) days after receipt of the invoice of any objections to the invoice or any portion or element thereof. Failure to provide such a written statement shall constitute acceptance of the invoice as submitted.
- d). The "Client" has the obligation to pay for all services performed under this agreement. No deduction shall be made from any invoice on account of penalty or liquidated damages, nor shall any other sums be withheld from payments to "Mansfield" by reason of "Client's" inability to obtain financing, approval of zoning boards or governmental or regulatory agencies, or any other cause or contingency. "Client" further agrees to pay "Mansfield" any and all expenses incurred in recovering any delinquent amounts due, recovering possession of "Mansfield" reports and any other work product furnished to the "Client" pursuant to paragraph 3 hereof, or enforcing any other rights "Mansfield" has under this agreement, including reasonable attorney's fee and court costs.

2. Reports and Ownership Of Materials

Drawings, specifications and other documents, including those in electronic form prepared by "Mansfield" and its sub consultants are Instruments of Service for use solely with respect to the Project as outlined in Scope of Services on the attached Exhibit. "Mansfield" and/or its sub consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

Upon execution of this Agreement, "Mansfield" grants to the "client" a nonexclusive license to reproduce the Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the "Client" shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license.

The "client" agrees, to the fullest extent permitted by law, to indemnify and hold harmless "Mansfield", its officers, directors and employees against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the Instruments of Service by the "client" or any person or entity that acquires or obtains the Instruments of Service from or through the "client" without the written authorization of "Mansfield"

3. Schedule

"Mansfield" shall use reasonable diligence and expediency consistent with sound professional practices in performing services under this agreement by mutually agreed upon completion dates. "Mansfield" shall not be responsible for any delay due to "Mansfield" inability to gain access to the work site, any defective specifications, change in the scope of work, or any act of god, labor dispute, fire, inclement weather, act of governmental authority, failure of transportation, accident or any other cause beyond "Mansfield" control. In the event of any such delay, "Mansfield" time for completion of the services, which are the subject of this agreement, shall be extended accordingly.

4. Client Disclosures

The "Client" is responsible for providing full information regarding requirements of the project, including, without limitation, information regarding the "Client's" objectives, scheduling and other constraints, or any special characteristics of the requirements associated with the site. If the instructions set forth in the work order are incomplete or in error, the "Client" shall notify "Mansfield" at once and promptly provide complete and accurate revised instructions.

5. Changes In Scope Of Work and Estimated Fees

The scope of work and the time schedules defined in the proposal are based on the information provided by the "Client". Change in scope of work is defined as added, deleted, or modified work by the "Client", or if "Client" request "Mansfield" to change the original scope of work established by the proposal, then equitable adjustments of costs and/or performance time hereunder shall be permitted in proportion to the measured changes all as approved by the Clam lake Township DDA and or Township Board.

6. Reserved

7. Standard of Care

The standard of care for all professional services performed or furnished by "Mansfield" under this Agreement will be the skill and care ordinarily exercised by members of "Mansfield" profession practicing under similar circumstances at the same time and in the same locality. "Mansfield" makes no warranties, express or implied, under this Agreement or otherwise, in connection with "Mansfield" services.

8. Limitation Of Liability

Int. [Signature]
Client

Int. [Signature]
Mansfield

In recognition of the relative risks and benefits of the Project to both the "client" and "Mansfield", the risks have been allocated as such that the "client" agrees, to the fullest extent permitted by law, to limit the liability of "Mansfield" to the "client" for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of "Mansfield" to the "client" shall not exceed the available insurance proceeds at the time of judgment or settlement. It is intended that this limitation apply to any and all liability of cause of action however alleged or arising, unless otherwise prohibited by law.

9. **Independent Contractor**

"Mansfield" acknowledges the services rendered under this agreement shall be solely as an independent contractor. "Mansfield" shall not enter into any contract or commitment on behalf of the "Client". "Mansfield" further acknowledges that it is not considered an affiliate or subsidiary of "Client", and it is understood that this undertaking is not a joint venture.

10. **Termination**

a). This agreement may be terminated by either party upon at least seven (7) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event that site conditions become unsafe for the performance of the work, or if the "Client" fails to pay any invoice in full within thirty (30) days after invoice date, "Mansfield" may, at any time, and without waiving any other rights or claims against the "Client" and without thereby incurring any liability to the "Client", elect to terminate performance of services upon ten (10) business days prior written notice from "Mansfield" to the "Client".

b). If this agreement is terminated, "Mansfield" shall be paid for services performed up to the termination date as set forth in the notice plus termination expenses. Termination expenses shall include personnel and equipment rescheduling and reassignment adjustments and all other related costs incurred directly attributable to termination.

11. **Governing Law**

In the event that any provision herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in full force and effect and binding upon the parties hereto. The law of the State of Michigan shall govern this agreement.

12. **Survival**

All obligations arising prior to the termination of this agreement and all provisions of this agreement allocating responsibility or liability between the "Client" and "Mansfield" shall survive the completion of services and the termination of this agreement.

13. **Assignments**

Neither the "Client" nor "Mansfield" may delegate, assign, subcontract or transfer its duties or interest in this agreement without the written consent of the other party.

14. **Entire Agreement and Notice**

This agreement contains the entire understanding of the parties and may not be amended without specific written consent of both the "Client" and "Mansfield" Any notice given under this agreement shall be sufficient if it is in writing and if sent by certified or registered mail, regular mail or facsimile with confirmation of receipt.

15. **Dispute Resolution**

In an effort to resolve any conflicts that may arise during any phase of the Project as outlined in the Scope of Services on the attached Exhibit, the "client" and "Mansfield" agree that all disputes between them shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The "client" and "Mansfield" further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project, and to require all independent contractors and consultants to also include a similar mediation provision in all agreements with their subcontractors, sub consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between parties to all those agreements.

"Client" and "Mansfield" have duly executed this agreement as of the day and year first written above.

Mansfield Land Use Consultants

By: [Signature]
Authorized Agent for "Mansfield"

Client: Clam Lake Downtown ^{Authority 913} ~~Development~~

Authorized Signer: Julie Snider

Name/Individual: Julie Snider

By: Chairwoman

Date: 4-21-15

Date: 4/21/15