

**CITY OF EUSTIS DOWNTOWN MASTER PLAN**  
**DEVELOPMENT AGREEMENT**

THIS AGREEMENT is entered into on this \_\_\_\_ day of June 1, 2023 (“Effective Date”), by and between the CITY OF EUSTIS, LAKE COUNTY, FLORIDA, hereinafter "City," and MIG, INC., hereinafter “MIG”.

In consideration of the mutual covenants and agreements stated herein and of the payments for services hereinafter described, the parties hereto do mutually agree as follows:

**1. Scope of Services**

City hereby agrees to engage MIG, and MIG hereby agrees to perform the services set forth in Exhibit "A", Exhibit “B” and Exhibit “C” incorporated herein by reference and produce a Downtown Master Development Plan for the City. Any services not specifically described therein but which may be fairly implied as required thereby or necessary to complete the work for the use or purpose intended, shall be within the scope of services to be provided hereunder.

MIG shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in paragraph 2.

MIG shall complete the Services required under this Agreement on or before March 1, 2024, unless the parties mutually agree in writing to a later completion date. Completion shall mean completion of all work related to the Services.

In the performance of MIG's work, MIG agrees to maintain such coordination with the City as may be requested and desirable, including primary coordination with Tom Carrino, City Manager, and Al Latimer, Economic Development Director and City Manager’s designee as Project Manager. MIG agrees that any information or documents, including digital GIS information, supplied by the City pursuant to paragraph 3, below, shall be used by MIG for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the City.

MIG's conceptualized development projects shall convey to the City an irrevocable right of use for the City’s future development, and MIG’s role is limited to only those activities set forth in this Agreement. In any subsequent development agreement the construction contract and the contractor's contracts with subcontractors shall include provisions (a) describing MIG's role as stated in this Agreement with respect to construction; (b) requiring the contractor to indemnify the City and MIG on account of the contractor's faults and neglect; and (c) requiring the contractor to maintain adequate insurance as to any liability that may arise out of such indemnity obligation and name the City and MIG as additional insureds on such policy.

## **2. Standard of Care**

MIG shall perform all services under this Agreement in a skillful and competent manner in accordance with normally accepted standards of the architectural and engineering professions and with that degree of care and skill which a professional engineer or architect would exercise under the same or similar circumstances. The City shall not unreasonably withhold its approval as to the adequacy of MIG's performance. Upon notice to MIG and by mutual agreement between the parties, MIG will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

MIG shall not be responsible for the performance of the construction contract or the work or products, or any defects, deficiencies or effects resulting from any contractor, subcontractor, manufacturer, supplier, fabricator, consultant retained by the City, or other third party (including anyone working or acting on behalf of any third party of the foregoing) that is not under the direction or control of MIG. Nothing in this Agreement shall be construed as giving MIG responsibility for or the authority to control, direct, or supervise the construction, construction means, methods, techniques, sequences or procedures, or safety precautions, measures and programs.

## **3. Responsibilities of the City**

The City shall provide all necessary information in its possession or control regarding requirements for Master Planning Services. The City shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and MIG shall be entitled to rely upon the accuracy and completeness of such information. The City's Project Manager shall act on its behalf with respect to this Agreement.

## **4. Compensation**

The City shall pay MIG for all fees and expenses in an amount not to exceed a total of two hundred forty-nine thousand nine hundred ninety-nine dollars (\$249,999.00) based on the fees and reimbursable payment schedule set forth in Exhibits A and B. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to MIG within forty-five (45) days of receipt of invoice. MIG may submit monthly invoices to the City upon the completion of the Services described in paragraph 1. Such invoices shall be prepared in a form and shall be supported by documentation as the City may reasonably require. Invoices shall contain an itemized listing of reimbursable expenses, state when compensation is based on hourly rates, and a listing of technical labor hours and rates. Tasks shall be invoiced separately, either as separate lines on a single invoice, or on separate invoices at the City's direction.

All invoices shall be sent to:

Al Latimer, Economic Development Director  
City of Eustis  
10 N. Grove Street  
PO Box Drawer 68  
Eustis, Lake 32726  
[latimera@eustis.org](mailto:latimera@eustis.org)

Additional services not set forth in paragraph 1, or changes in the Services must be authorized in writing by the City or its designated project manager prior to such work being performed, or expenses being incurred. The City shall not make payment for any unauthorized work or expenses.

MIG shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

#### **5. Appropriation of Funds**

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty as set forth in paragraph 7 herein.

#### **6. Schedule**

MIG shall perform the Services according to the schedule set forth in Exhibit C, Project Schedule, attached hereto and incorporated herein by reference. The time limits established by this Project Schedule shall not be exceeded, except for reasonable cause as mutually agreed in writing by the parties.

If MIG's ability to meet any of the specific milestone dates in the Project Schedule is adversely affected by the City's actions, untimely city or other government agency approvals, the actions of another consultant or other third party, or any force majeure events, then MIG shall not be responsible for any delays caused or costs incurred by such inability to meet the milestone dates detailed in Exhibit C.

#### **7. Termination**

In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement after written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a cure plan acceptable to the other party.

The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to MIG. MIG shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay the MIG for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to MIG's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by MIG in connection with this Agreement shall become the property of the City, as set forth in paragraph 10 herein.

#### **8. Identity of MIG**

MIG acknowledges that one of the primary reasons the City selected MIG to perform the Master Planning Services described in this Agreement is the qualification and experience of the principal personnel whom MIG has represented will be responsible there for. MIG thus agrees that the work to be done pursuant to this Agreement shall be performed by the principal personnel described in Exhibit D-Principal Personnel, and such other personnel under contract and/or under the

supervision of MIG. Exhibit D is attached hereto and incorporated herein by reference as though fully set forth. The City reserves the right to reject any of MIG's personnel or proposed outside professional subconsultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

#### **9. Reuse of Instruments of Service**

All documents, including but not limited to, drawings, specifications and computer software prepared by MIG pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the City or others on modifications or extensions of this project or on any other project. The City may elect to reuse such documents; however, any reuse or modification without prior written authorization of MIG will be at the City's sole risk and without liability or legal exposure to MIG. The City shall indemnify, defend, and hold MIG harmless against all judgments, losses, claims, damages, injuries, and expenses arising out of or resulting from such unauthorized reuse or modification.

#### **10. Ownership of Documents and Intellectual Property**

All documents, drawings and specifications, including digital format files, prepared by MIG and furnished to the City as part of the Services shall become the property of the City. MIG shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of MIG.

#### **11. Independent Contractor Status**

During the entire term of this Agreement, MIG shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City. MIG shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

#### **12. Indemnification**

MIG agrees to indemnify and hold harmless the City and its authorized agents, officers, and employees from and against all claims, damages, demands, actions, costs, and charges arising out of or by reason of MIG's performance or failure to perform this Agreement.

To the fullest extent permitted by law, the total aggregate liability of MIG to the City, and anyone claiming by, through or under the City in connection with or in any way related to the project or this Agreement shall in no event exceed \$1,000,000.00 (one million dollars).

#### **13. Insurance**

During the performance of any and all Services under this Agreement, MIG shall maintain the following insurance in full force and effect:

- I. General Liability Insurance, with a minimum combined single limit of \$1,000,000.00 (one million dollars) for each occurrence and \$2,000,000.00 (two million dollars) in the aggregate.

- II. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000.00 (one million dollars) for each person and \$1,000,000.00 (one million dollars) for each accident.
- III. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000.00 (one million dollars) annual aggregate.
- IV. Workers' Compensation Insurance in accordance with Florida and federal law.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Florida. The City and its officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder.

MIG shall provide evidence of each insurance policy, through a certificate of insurance, to the City prior to the commencement of work under this Agreement. Approval of the insurance by the City shall not relieve or decrease the extent to which MIG may be held responsible for payment of damages resulting from MIG's provision of the Services or its operations under this Agreement. If MIG fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City's required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

#### **14. Conflict of Interest**

MIG declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. MIG agrees that no person having any such conflict of interest shall be employed in the performance of this Agreement.

#### **15. Waiver**

No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

#### **16. Severability**

The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this paragraph shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

**17. Assignment**

Neither the City nor the MIG shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

**18. Third Party Rights**

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and MIG.

**19. Governing Law and Venue**

This Agreement shall be governed by Florida law. The forum or venue of any disputes arising under this Agreement shall be Lake County, Florida.

**20. Non-Discrimination**

MIG shall comply with City of Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

MIG understands that the City prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If MIG believes that a City employee engaged in such conduct towards MIG and/or any of its employees, MIG or its employees may file a complaint with the City department head in charge of the MIG's work, and/or with the City's human resources department. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

**21. Compliance with Laws**

In performing the Services under this Agreement, MIG shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, MIG shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action.

**22. Furnishing of W-9.**

Payment under this Agreement is contingent upon MIG furnishing City with a completed W-9 IRS tax form, which shall be attached hereto and incorporated herein. MIG shall cooperate with City in furnishing any additional information City may need to comply with rules and regulations of the Internal Revenue Service.

**23. E-Verify**

MIG shall register and participate in the Lake E-Verify System and comply with section 448.095, Florida Statutes, employment eligibility verification.

## **24. Notices**

Any notice required by this Agreement shall be made in writing and sent to the individuals/addresses specified below:

**CITY:** City of Eustis City Attorney  
Sasha Garcia, Attorney  
Bowen|Schroth  
600 Jennings Avenue Eustis, Lake  
32726  
[sgarcia@bowenschroth.com](mailto:sgarcia@bowenschroth.com)

*Copy to:*  
Tom Carrino, City Manager  
10 N. Grove Street  
PO Drawer 68 Eustis, FL  
32726  
[carrinot@eustis.org](mailto:carrinot@eustis.org)

**MIG, INC.:**  
Jay Renkens, AICP  
518 17th Street, Suite 630  
Denver, CO 80202

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Nothing contained in this paragraph shall be construed to restrict the transmission of routine communications between City representatives and MIG.

## **25. Intent to be Bound**

The City and MIG, as parties to this Agreement, each binds itself and its successors, executors, administrators, permitted assigns, legal representatives, and in the case of a partnership, its partners, to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

## **26. Integration and Modification**

This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and MIG. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

## **27. Non-Collusion**

MIG is required to certify that it has not, nor has any other member, representative, or agent of MIG, entered into any combination, collusion, or agreement with any person relative to the price

to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer.

Signatures:

IN WITNESS WHEREOF, the parties hereto execute the foregoing instrument as of the day and year first above written.

CITY OF EUSTIS

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Tom Carrino, City Manager  
City of Eustis

MIG, INC.

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Jay Renkens, Principal MIG, Inc.



**EXHIBIT A AND B**  
**A: *Scope of Work***  
**B: *Project Costs***

# Plan for Development of the Central Business District for City of Eustis Downtown Area p r o j e c t c o s t

	Downtown Master Plan & Engagement Lead		Site Architecture & Landscape Lead		Overall Market & Economics Lead	Direct Costs	Fees Totals
	MIG Totals		W Totals		Johnson Consulting		
Phase 1: Overall Visioning, Engagement, and Downtown Plan Framework	Hours	Fee	Hours	Fee	Fee		
<b>Task 1.1 Kick-Off and Team Building</b>							
1.1.1 Project Kick-Off Meeting	4	\$850	4	\$650	\$800	\$1,600	\$3,900
1.1.2 Project Management Plan (including updated schedule)	5	\$875	0	\$0	\$0	\$0	\$875
1.1.3 Bi-Weekly Virtual Project Management Team (PMT) Meetings	36	\$6,900	12	\$1,950	\$1,200	\$0	\$10,050
1.1.4 In-Person Project Team Meetings	48	\$10,200	16	\$2,600	\$2,400	\$4,800	\$20,000
1.1.5 Ongoing Project Management and Coordination	48	\$8,700	16	\$2,600	\$0	\$0	\$11,300
<b>Task 1.2 Visioning</b>							
1.2.1 Stakeholder Group Visioning Meetings (1 virtual and 1 in-person)	20	\$3,500	0	\$0	\$0	\$1,600	\$5,100
1.2.2 Community Workshop (virtual and in-person)	28	\$4,700	0	\$0	\$0	\$1,200	\$5,900
1.2.3 Focus Group Roundtables (8)	20	\$4,000	0	\$0	\$1,200	\$800	\$6,000
1.2.4 Online Questionnaire #1	20	\$3,500	0	\$0	\$0	\$0	\$3,500
1.2.5 Study Area Walking and Biking Tours (1 each)	10	\$2,000	0	\$0	\$0	\$0	\$2,000
1.2.6 Draft and Revised Vision and Goals	10	\$1,750	0	\$0	\$0	\$0	\$1,750
<b>Task 1.3 Site and Context Analysis</b>							
1.3.1 Site Tour with Project Team	4	\$1,100	8	\$1,300	\$1,200	\$0	\$3,600
1.3.3 Document Recent Efforts and Current Direction for Plan Elements	24	\$3,600	0	\$0	\$0	\$0	\$3,600
1.3.4 Economic Market Analysis (focus on Housing, Commercial and Retail)	4	\$600	0	\$0	\$22,500	\$0	\$23,100
1.3.5 Downtown Profile	34	\$5,350	0	\$0	\$0	\$0	\$5,350
<b>Task 1.4 Ongoing Community and Stakeholder Engagement</b>							
1.4.1 Engagement Strategy and Situational Analysis	10	\$1,750	0	\$0	\$0	\$0	\$1,750
1.4.2 Project Branding, Taglines, & Key Messages	34	\$5,350	0	\$0	\$0	\$0	\$5,350
1.4.3 Project Questionnaire #2	18	\$2,950	0	\$0	\$0	\$0	\$2,950
1.4.4 Stakeholder Group Meetings (3 additional in-person + 2 additional virtual)	24	\$5,100	0	\$0	\$0	\$2,400	\$7,500
1.4.5 Social Pinpoint Online Activities	12	\$1,800	0	\$0	\$0	\$0	\$1,800
1.4.6 Phase 2 and Phase 3 Community Meetings (2 additional total)	52	\$9,300	16	\$2,100	\$0	\$2,400	\$13,800
<b>Task 1.5 Update Downtown Vision and Framework (including land use, urban design, circulation, and identity)</b>	28	\$4,700	4	\$650	\$2,000	\$0	\$7,350
Subtotal	493	\$88,575	76	\$11,850	\$31,300	\$14,800	\$146,534
<b>Phase 2: Waterman Site Conceptual Design and Refinement</b>							
<b>Task 2.1 Waterman Site Design Vision</b>	6	\$1,400	24	\$3,400	\$2,000	\$0	\$6,800
<b>Task 2.2 Site Design Concepts (Private Development and Public Realm)</b>							
2.2.1 Concept Design Options, Site Plans, Sections, and Elevations	2	\$550	52	\$6,700	\$0	\$0	\$7,250
2.2.2 3D Concepts and Precedent Imagery	6	\$1,150	52	\$6,700	\$0	\$0	\$7,850
2.2.3 Program Summary	3	\$700	12	\$1,700	\$1,500	\$0	\$3,900
2.3.4 Perspective Sketches/Renderings	5	\$875	49	\$5,400	\$0	\$0	\$6,275
2.3.5 Material Boards and Landscape Elements (including list of info and strategies)	0	\$0	10	\$1,250	\$0	\$0	\$1,250
<b>Task 2.3 Marketing and Branding Plan</b>	28	\$4,700	0	\$0	\$0	\$0	\$4,700
Subtotal	50	\$9,375	199	\$25,150	\$3,500	\$0	\$38,025
<b>Phase 3: Waterman Site Supporting Details and Design Guidelines</b>							
<b>Task 3.1 Preferred Site Development Concept (program and graphics)</b>	6	\$1,150	48	\$5,800	\$0	\$0	\$6,950
<b>Task 3.2 Multimodal Mobility and Parking Diagram and Strategies</b>	40	\$6,500	2	\$200	\$0	\$0	\$6,700
<b>Task 3.3 Utility and Infrastructure Diagram and Strategies</b>	40	\$6,500	2	\$200	\$0	\$0	\$6,700
<b>Task 3.4 Detailed Public Realm and Landscape Concept</b>	2	\$550	32	\$4,200	\$0	\$0	\$4,750
<b>Task 3.5 Preliminary Design Guidelines for the Site</b>	28	\$4,700	0	\$0	\$0	\$0	\$4,700
Subtotal	116	\$19,400	84	\$10,400	\$0	\$0	\$29,800
<b>Task 4: Draft and Final Downtown Master Plan</b>							
<b>Task 4.1 Refined Master Plan and Infrastructure Plan</b>	16	\$2,900	8	\$800	\$0	\$0	\$3,700
<b>Task 4.2 Public Realm and Urban Design Refinement and Detail</b>	18	\$2,950	16	\$1,600	\$0	\$0	\$4,550
<b>Task 4.3 Draft &amp; Final Master Plan Presentation</b>	18	\$2,950	0	\$0	\$0	\$0	\$2,950
<b>Task 4.4 Final Master Plan Report</b>	13	\$2,075	0	\$0	\$0	\$0	\$2,075
Subtotal	65	\$10,875	24	\$2,400	\$0	\$0	\$13,275
<b>Phase 5: Implementation Actions</b>							
<b>Task 5.1 Regulatory Framework</b>	20	\$3,500	0	\$0	\$0	\$0	\$3,500
<b>Task 5.2 Economic and Funding Strategies for Public Improvements</b>	1	\$275	0	\$0	\$4,800	\$0	\$5,075
<b>Task 5.3 Infrastructure Improvements Prioritization</b>	5	\$875	2	\$200	\$0	\$0	\$1,075
<b>Task 5.4 Partnership Facilitation Strategy</b>	1	\$275	0	\$0	\$2,400	\$0	\$2,675
<b>Task 5.5 Zoning Update Recommendations</b>	28	\$4,700	0	\$0	\$0	\$0	\$4,700
Subtotal	55	\$9,625	2	\$200	\$7,200	\$0	\$17,025
<b>SUBTOTAL</b>	<b>818</b>	<b>\$137,850</b>	<b>385</b>	<b>\$50,000</b>	<b>\$42,000</b>	<b>\$14,800</b>	<b>\$244,650</b>
5% Markup (Administrative for Subconsultants and Direct Costs)							\$5,340
<b>TOTAL PROJECT COSTS</b>							<b>\$249,990</b>

**EXHIBIT C**

# Plan for Development of the Central Business District for City of Eustis Downtown Area s c h e d u l e

	2023												2024																										
	June			July			August			September			October			November		December		January		February																	
	5	12	19	26	3	10	17	24	31	7	14	21	28	4	11	18	25	2	9	16	23	30	6	13	20	27	4	11	18	25	1	8	15	22	29	5	12	19	26
<b>Phase 1: Discovery and Confirmation</b>	[Blue background]																																						
Task 1.1 Kick-Off and Team Building	[Orange background]																																						
Task 1.2 Visioning	[Orange background]																																						
Task 1.3 Site and Context Analysis	[Orange background]																																						
Task 1.4 Ongoing Community and Stakeholder Engagement	[Orange background]																																						
<b>Phase 2: Generating Design Options</b>	[Blue background]																																						
Task 2.1 Update Downtown Framework	[Orange background]																																						
Task 2.2 Advancing Site Design	[Orange background]																																						
Task 2.3 Public Realm Focus	[Orange background]																																						
Task 2.4 Marketing and Branding Plan	[Orange background]																																						
<b>Phase 3: Draft Master Plan</b>	[Blue background]																																						
Task 3.1 Draft Master Plan and Infrastructure Plan Preparation	[Orange background]																																						
Task 3.2 Conceptual Public Realm and Landscape	[Orange background]																																						
Task 3.3 Preliminary Design Guidelines for the Site	[Orange background]																																						
Task 4: Final Master Plan	[Blue background]																																						
Task 4.1 Refined Master Plan and Infrastructure Plan	[Orange background]																																						
Task 4.2 Public Realm and Urban Design Refinement and Detail	[Orange background]																																						
Task 4.3 Draft Master Plan Presentation	[Orange background]																																						
Task 4.4 Final Master Plan Report	[Orange background]																																						
Task 4.5 Final Master Plan Presentation	[Orange background]																																						
<b>Phase 5: Design Actions</b>	[Blue background]																																						
Task 5.1 Regulatory Framework	[Orange background]																																						
Task 5.2 Economic and Funding Strategies for Public Improvements	[Orange background]																																						
Task 5.3 Infrastructure Improvements Prioritization	[Orange background]																																						
Task 5.4 Partnership Facilitation Strategy	[Orange background]																																						
Task 5.5 Zoning Update Recommendations	[Orange background]																																						

Meeting Preparations  
 Meeting Preparations  
 Community Meeting  
 Analysis, Design and Drafting  
 Deliverable

**EXHIBIT D**



## Jay Renkens, AICP

PRINCIPAL-IN-CHARGE | MIG

Jay Renkens is a planning and design leader with national experience in master planning, downtowns, placemaking, urban revitalization, and waterfronts. While researching health and motivational theory, Jay was struck by the significant influence that the environment has on people's choices and behavior, and he has sought to shape environments for the better ever since. Although his original studies are behind him, they still form the lens that Jay uses in taking a holistic approach to optimizing social, economic, and physical wellness for the greatest number of people. He strives to integrate equity into planning and design and to address the unintended consequences of gentrification such as displacement and the losses of culture and authenticity. Jay can distill concepts and articulate complex ideas in written, verbal, and visual communications that provide a common foundation for decision-making. He has successfully led projects from high-level vision to implementation by facilitating client, community, and stakeholder collaboration, consensus, and engagement. Jay's management, design, and planning skills have contributed to transformational change in communities throughout the country from San Antonio to Boston, Portland to Charlotte, and Spokane to Denver.

### EDUCATION

- » MURP, Portland State University
- » MS, Psychology of Health and Exercise, Purdue University
- » BS, Health Promotion and Wellness, University of Wisconsin, Stevens Point

### PROFESSIONAL AFFILIATIONS

- » American Planning Association (APA)
- » American Certified Institute of Planners (AICP)
- » Urban Land Institute
- » International Downtown Association

### SELECTED PROJECT EXPERIENCE

- » North Tryon Vision Plan, Charlotte, NC
- » Downtown Madison Strategic Plan, Madison, WI
- » Northglenn Civic Center Master Plan, Northglenn, CO
- » Downtown Boulder Vision Plan, Boulder, CO
- » Imagine Downtown Master Plan, Colorado, Springs, CO
- » Denver Downtown Area Plan, Denver, CO
- » San Marcos Comprehensive Plan, San Marcos, TX
- » Spokane Downtown Design Plan, Spokane, WA
- » San Antonio Downtown and Midtown Area Plans, San Antonio, TX
- » Heart of Golden Civic Campus Master Plan, Golden, CO
- » Boston Downtown Crossing Revitalization Strategy, Boston, MA
- » Upper Downtown Plan, Denver, CO
- » Ocala Midtown Master Plan, Ocala, FL
- » Center City Vision Plan, Charlotte, NC
- » Downtown Superior (Superior Town Center) Planning and Design, Superior, CO
- » Lone Tree City Center Subarea Plan, Lone Tree, CO
- » Historic Firestone Design Guidelines, Firestone, CO
- » Colorado Convention Center Master Plan, Denver, CO



## **Barbara Wilks, AIA, PLA**

**ARCHITECT / LANDSCAPE ARCHITECT | W**

Barbara Wilks, principal and founder of W, is a leader in the field of design. Beginning her career as an architect and obtaining prominence for her design skills, she soon realized that her interests in public space linked with the profession of landscape architecture. Now as an architect and landscape architect, Barbara uses her leadership skills to realign nature and communities.

Barbara has won many awards for her work and was elected to both the College of Fellows of the American Institute of Architects and the American Society of Landscape Architecture for her design accomplishments. Her projects range in scale from urban plans and public spaces to infrastructure and architecture.

### **EDUCATION**

- » BArch, Cornell University
- » MLandArch, University of Pennsylvania

### **REGISTRATIONS**

- » Registered Architect: NY, MD, NJ, TX, FL
- » NCARB Certified
- » Registered Landscape Architect: NY, MD, MO-pending
- » CLARB Certified

### **AWARDS**

- » American Architecture Award  
The Chicago Athenaeum  
St Petersburg Pier Approach
- » ASLA-NY Merit Award  
ASLA NY Chapter  
St Petersburg Pier Approach
- » ENR Southeast's Best Projects Award
- » Best Project in Landscape / Urban Development  
St Petersburg Pier Approach
- » Rosa Barba Prize Selection  
11th Barcelona Biennale
- » Special Mention: Public Projects A+Firms Awards, Architizer

### **SELECTED PROJECT EXPERIENCE**

- » St Petersburg Pier Approach, St Petersburg, FL
- » The Blue Pier, St Petersburg, FL
- » Julian B Lane Park & Tampa River Center, Tampa, FL
- » JB Lane Riverside Park, Tampa, FL
- » West Harlem Piers Park, New York, NY
- » The Edge Waterfront Park, Brooklyn, NY
- » Tide Point Park and Master Plan, Baltimore, MD
- » Troy Riverfront Park & Master Plan, Troy, NY
- » Villahermosa Lagoons, Villahermosa, Mexico
- » Reimagining Recreation 2040, New York, NY
- » Shore Parkway, Brooklyn, NY
- » Westport Public Library Riverfront Landscape, Westport, CT
- » Rebuild by Design, New York, NY
- » West Street, Brooklyn, NY
- » St Patrick's Island Calgary, AB
- » Villiers Island Landscape Master Plan Toronto, ON
- » Calgary Riverfront Park, Calgary, AB
- » USS Constellation, Baltimore, MD
- » Edgewater Riverfront Park, Edgewater, NJ
- » Red Hook Integrated Flood Protection System, Brooklyn, NY



## Charles H. Johnson IV

ECONOMIC / REAL ESTATE DEVELOPMENT | JOHNSON CONSULTING

Charles Johnson is an internationally recognized real estate consultant with over 35 years of experience in general real estate, hospitality, convention, and performing arts consulting. He has worked on over 1,000 public assembly and destination development consulting assignments in the U.S. and abroad. He has participated in various aspects of operational and sales enhancements strategies for Convention Centers, CVBs and hotels, which has allowed him to develop an extensive knowledge of operations, marketing and sales, and performance enhancement of destinations, convention facilities, and hotels. His widespread experiences provide him with knowledge of industry best practices as well as case studies to draw from when analyzing market and feasibility studies and reviewing operating performance. This has earned him an international reputation among tourism and convention center professionals.

### EDUCATION

- » MBA Finance, Florida State University
- » BA, Real Estate & Hospitality, Florida State University

### PROFESSIONAL AFFILIATIONS

- » International Association of Venue Managers (IAVM)
- » Destination Management Association International (DMAI)
- » International City/County Management Association (ICMA)
- » International Economic Development Council (IEDC)
- » Managers World Trade Centers Association (MWTCA)
- » Urban Land Institute (ULI)

### SELECTED PROJECT EXPERIENCE

- » Miami Beach Center Redevelopment, Miami Beach, FL
- » City of Daytona Beach E-Zone Master Plan, Daytona Beach, FL
- » Economic and Fiscal Impact Analysis for TIF District – Jacksonville Live! Sports and Entertainment District, Jacksonville, FL
- » Conference Center Market & Economic Impact Study, Coco Beach, FL
- » Orange County Convention Center Expansion Program Evaluation, Orange County, FL
- » Arts & Cultural Center Economic Impact Analysis, St. Johns County, FL
- » Convention Center Planning Advisory Services, Palm Beach, FL
- » Grand Panama Convention Center & Headquarters Hotel Feasibility Study and Funding Strategies; Multiple Engagements, Panama City Beach, FL
- » Volusia County Fair & Expo Center Expansion Study, Volusia County, FL
- » Ocean Center Expansion, Daytona Beach, FL
- » Market Analysis And Feasibility Study for a Convention Center, Dekalb County, GA
- » Business Plan for a Proposed Mixed-Use Urban Village and Park in Downtown Minneapolis, Minneapolis, MN
- » Pro Iowa Stadium and Mixed-use District Feasibility and Economic Impact Study, Des Moines, IA



