

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number _____

Meeting Type: Regular

Meeting Date: 12/5/2013

Action Requested By:
Planning

Agenda Item Type
Resolution

Subject Matter:

Professional Services Agreement

Exact Wording for the Agenda:

Resolution authorizing the Mayor to execute a professional services agreement between the City of Huntsville and Market + Main, Inc., for professional consulting services related to the development of a comprehensive master plan for the City of Huntsville.

Note: If amendment, please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

[Empty box for providing details on why the action is required, recommended, and what Council action will provide, allow, and accomplish, along with any other helpful information.]

Associated Cost: 110,800

Budgeted Item: Yes

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: _____

Date: _____

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Planning Council Meeting Date: 12/5/2013

Department Contact: Marie Bostick Phone # 427-5109

Contract or Agreement: Professional Services Agreement

Document Name: City of Huntsville and Market + Main, Inc.

City Obligation Amount: 110,800

Total Project Budget: 110,800

Uncommitted Account Balance: 110,800

Account Number:

Procurement Agreements

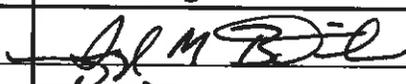
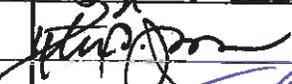
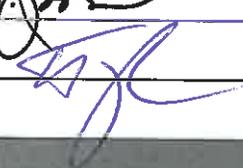
Not Applicable

Not Applicable

Grant-Funded Agreements

Not Applicable

Grant Name:

Department	Signature	Date
1) Originating		11-27-13
2) Legal		11-27-13
3) Finance		12/3
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 13-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into a Professional Services Agreement by and between the City of Huntsville and Market + Main, Inc., on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Professional Services Agreement between the City of Huntsville and Market + Main, Inc., For Professional Consulting Services Related to the Development of a Comprehensive Master Plan for the City of Huntsville, AL.," consisting of fifty-seven (57) pages including Exhibits A, B and C, and the date of December 5, 2013, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 5th day of December, 2013.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 5th day of December, 2013.

Mayor of the City of
Huntsville, Alabama

WHEREAS the City and the Consultant each acknowledge that it has reviewed and familiarized itself with this Consulting Services Agreement, including all documents enumerated herein, and agree to be bound by the terms and conditions contained therein.

NOW THEREFORE, for good and valuable consideration, the parties do mutually agree as follows:

ARTICLE 1: **Statement of Work:** The Consultant hereby agrees to provide the services and perform the work as set forth in Exhibit "C" to the City of Huntsville.

ARTICLE 2: **Effective Date.** The date this Agreement is approved and executed by both parties shall be referred to hereinafter as the "Effective Date, The City shall provide the Consultant a Notice to Proceed with the Work of this Agreement. The Consultant shall not perform any part of the Work until it receives the Notice to Proceed.

ARTICLE 3: **Period of Performance and Schedule:** The period of performance of the contract shall commence within three (3) days of Consultant's receipt of the Notice to Proceed, and shall extend until the Work is completed. The work shall be completed within twenty-four (24) months from the commencement of the period of performance and shall be consistent with the Phases set forth in Exhibit "C" attached hereto and incorporated herein by reference.

ARTICLE 4: **Contract Price:** In consideration of the services rendered hereunder, the City shall pay to the Consultant for the work performed pursuant to the Scope of Work as follows:

Phase I	\$ 45,000
Phase II	35,800
Phase III	<u>30,000</u>
Total Fixed Fee for all three Phases \$	110,800

The Fixed Fee shall be inclusive of all costs and expenses incurred by the Consultant and there shall be no additional reimbursement for and such expenses.

Consultant may invoice once every calendar month during the period of performance to request payment for services performed. All invoices shall be approved by the Core Team Leader Dennis Madsen or his designee.

City shall promptly pay the Consultant within thirty (30) calendar days upon receipt and approval of the Consultant's invoice.

ARTICLE 5: **Consultant Performing as an Independent Contractor:**

In the performance of this work it is understood between the parties that the Consultant and its employees, agents, subcontractors and consultants, if any, shall be acting as independent contractors and not as an employee of the City of Huntsville. The Consultant shall have no authority to obligate the City to any indebtedness or other obligation.

ARTICLE 6: **Notices:** All notices to be delivered hereunder shall be delivered to the other party by placing the same in the United States Mail, First Class postage prepaid, by prepaid overnight service through Federal Express or United Parcel Services or by hand delivery, to the addressee, addressed as follows:

City Of Huntsville
Attention: Dennis Madsen
P.O. Box 308
Huntsville, Alabama 35804

Market + Main
Attention: Lakey Broderius Boyd
Market + Main, Inc.
386 Patterson Avenue SE
Atlanta, Georgia 30316

ARTICLE 7: **Entire Agreement:** The contract between the City and the Consultant consists of this written Agreement and any documents, drawings or attachments furnished by the City and referenced herein. This written Agreement constitutes the entire agreement between the City and the Consultant with reference to the Scope of Work delineated within. Except to the extent specifically excluded herein, this Contract supersedes any bid or proposals documents and all prior written or oral communication, representation and negotiations, if any, between the City and the Consultant.

ARTICLE 8: **Order of Preference of Contract Documents.** In the event any conflict, discrepancy, or inconsistency among any of the documents which make up this contract, the following shall control. Interpretations shall be based upon the following order of precedence: 1) this Agreement and Scope of Work, Exhibit "C"; 2) City of Huntsville's Request for Proposals #62-2013-63-3, Exhibit "A"; and 3) the Consultant's response to the said Request for Proposals, Exhibit "B".

ARTICLE 9: **No Privity of Contract with Third Parties:** Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement between the City and person or entity other than the Consultant.

ARTICLE 10: **No Waiver Clause:** The failure of the City to insist in one or more instances upon the performance of any term of this Contract is not a waiver of the City's right to future performance of such terms, and the Consultant's obligations for future performance of such shall continue in effect.

ARTICLE 11: **EQUAL PARTICIPATION OF PARTIES.** Both parties to this Agreement have participated fully and equally in its negotiation and preparation. Therefore, this Agreement shall not be more strictly construed or any ambiguities within this Agreement resolved against either party hereto.

ARTICLE 12: **Insurance and Indemnification Requirements:** Consultant shall carry insurance of the following kinds and amounts in addition to any other forms of insurance or bonds required under the terms of the contract specifications. Consultant shall procure and maintain for the duration of the job until final acceptance by the City, or as later indicated, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE OF INSURANCE:

1. General Liability:

Insurance will be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after the City's approval.

Commercial General Liability

Products and Completed Operations
Contractual
Personal Injury
Broad Form Property Damage

2. Professional Liability:

Insurance may be written on a "claims-made" basis, providing coverage for negligent acts, errors or omissions in the performance of professional services. Coverage will be maintained for three years after completion of the professional services and Certificates of Insurance will be submitted to the City within reasonable economic terms. For purposes of this provision, reasonable economic terms shall mean that such coverage is carried by at least 25% of the firms within the discipline of concern in the United States. Such coverage shall be carried on a continuous basis including prior acts coverage to cover the subject project. The professional liability insurance shall contain contractual liability coverage.

3. Automobile Liability:

Business Automobile Liability providing coverage for all owned, hired and non-owned autos. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms.

4. Workers' Compensation Insurance:

Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-

insurance fund authorized before the State of Alabama Industrial Board of Relations. Waivers of subrogation in favor of the City shall be endorsed to Worker's Compensation coverage.

5. Employers Liability Insurance:

Covering common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

B. MINIMUM LIMITS OF INSURANCE:

1. General Liability:

Commercial General Liability on an "occurrence form" for bodily injury and property damage:

\$ 2,000,000 General Aggregate Limit
\$ 2,000,000 Products - Completed Operations Aggregate
\$ 1,000,000 Personal & Advertising Injury
\$ 1,000,000 Each Occurrence

2. Professional Liability:

Insurance may be made on a "claims-made" basis:

\$ 100,000 Per Claim - Land Surveyors
\$ 250,000 Per Claim - Other Professionals

3. Automobile Liability:

\$ 1,000,000 Combined Single Limit per accident for bodily injury and property damage.

4. Workers' Compensation:

As Required by the State of Alabama Statute

5. Employers Liability:

\$ 100,000 Bodily Injury by Accident or Disease
\$ 500,000 Policy Limit by Disease

C. OTHER INSURANCE PROVISIONS:

The City is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the City's best interest. If

the insurance requirements are not adjusted by the City prior to the City's release of specifications with regard to the project in question, then the minimum limits shall apply.

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage's Only:

- a. The City, its elected and appointed officials, employees, agents and specified volunteers are to be covered as Additional Insureds, as their interests may appear, as respects: liability arising out of activities performed by or on behalf of Consultant for products used by and completed operations of Consultant; or automobiles owned, leased, hired or borrowed by Consultant. Additional insured status shall be through ISO Additional Endorsement CG 20 10 11 85 or equivalent that is sufficient to provide the coverage required by this Agreement.
- b. Consultant's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, employees, agents and specified volunteers, as their interests may appear. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or specified volunteers shall be excess of Consultant's insurance and shall not contribute to it.
- c. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages:

- a. Consultant is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Cancellation of coverage for non-payment of premium will require ten (10) days written notice to the City.
- b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, employees, agents or specified volunteers.

D. ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers with an A. M. Best's rating of no less than **B+ V**.

E. VERIFICATION OF COVERAGE:

The City shall be indicated as a Certificate Holder, and Consultant shall furnish the City with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

F. CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR THE CONSULTANT:

Consultant shall include all subcontractors and/or consultants as insureds under its policies or shall furnish separate certificates and/or endorsements for each subcontractor and/or consultant.

G. HOLD HARMLESS AGREEMENT:

1. Other Than Professional Liability Exposures:

Consultant, to the fullest extent permitted by law, shall indemnify and hold harmless the City, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and (2) is caused by any negligent act or omission of Consultant or any of their consultants, or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

2. Professional Liability:

Consultant agrees that as respects negligent acts, errors or omissions in the performance of professional services, to indemnify and hold harmless the City, its officers, agents, employees, and specified volunteers from and against any and all claims, demands, losses and expenses including, but

not limited to attorney's fees, liability, or consequential damages of any kind or nature resulting from any negligent acts, errors, or omissions of Consultant or any subconsultants or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable. Nothing contained in this agreement shall make Consultant responsible to the City for any claims, suits or expenses arising out of the negligent, intentional, reckless, or wrongful acts of the City or its agents.

H. INTELLECTUAL PROPERTY RIGHTS:

Consultant agrees to indemnify, hold harmless and defend City from and against any and all liability, losses, judgments, damages, and expenses arising from third party claims that the Products delivered by and/or Services performed by Consultant pursuant to this Agreement infringe on or violate any patents, copyrights, or trade secrets of such third parties. This indemnification is contingent upon City providing prompt written notice of such a claim to Consultant, and granting Consultant the sole right to defend such claim. In the event of any infringement or claimed infringement, Consultant shall: (i) modify the infringing Services to be non-infringing as long as there is no loss of functionality by such modification; (ii) obtain a license for City to use the infringing Services; or (iii) terminate the City's right to use the infringing Services and refund to City all amounts paid for such infringing Services, amortized over a period of (5) years from the acceptance of Services.

ARTICLE 13: **Governing Law and Venue.** This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Alabama. For any action concerning this Agreement, (a) jurisdiction shall be in the appropriate state or federal courts sitting in Alabama and (b) venue (i) in Alabama state courts shall be in Madison County, Alabama and (ii) in Alabama federal courts shall be in the United States District Court for the Northern District of Alabama, Northeastern Division.

ARTICLE 14: **Termination.** City may terminate this Agreement at any time with or without cause, in whole or in part, by providing ten (10) days written notice to the Consultant. Upon termination, Consultant may invoice for the proportion of fee earned for all work performed prior to the effective date of the termination.

ARTICLE 15: **Assignment by the Consultant.** The Consultant shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the City. Subject to the provisions of the immediately preceding sentence, the City and the Consultant, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

ARTICLE 16: **Use of Subcontractors.** The Consultant shall obtain the City's written consent before placing any subcontract for furnishing any of the work called for in this

contract. Consent by the City to any subcontract shall not constitute approval of the acceptability of any subcontract terms or conditions, acceptability of any subcontract price or of any amount paid under any subcontract, nor relieve the Consultant of any responsibility for performing this contract.

ARTICLE 17: **Non-Discrimination**. In consideration of the signing of this Agreement, the parties hereto for themselves, their agents, officials, employees, and servants agree not to discriminate in any manner on the basis of race, color, creed, age, sex, disability or national origin with reference to the subject matter of this contract, no matter how remote. This nondiscrimination provision shall be binding on the successors and assigns of the parties with reference to the subject matter of this Agreement.

ARTICLE 18: **Miscellaneous Provisions**.

A. This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

B. When a word, term or phrase is used in this Contract, it shall be interpreted or construed. First, as defined herein; second, if not defined, according to its generally accepted meaning the Contractual industry; and third, if there is no generally accepted meaning in the Contractual industry, according to its common and customary usage.

C. The words "include," "includes," or "including," as used in this Contract, shall be deemed to be followed by the phrase, "without limitation."

D. The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.

E. Words or terms used as nouns in this Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

F. Time limitations contained herein, or provided for hereby, are of the essence of this Agreement.

G. The Services will comply with any and all applicable federal, state, and local laws as the same exist and may be amended from time to time.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

Attest:

Market + Main, Inc.
386 Patterson Avenue SE
Atlanta, GA 30316

By : _____
Lakey Broderius Boyd, AICP, CEcD
Its:Principal

CITY OF HUNTSVILLE
a municipal corporation
in the State of Alabama

Attest:

Charles E. Hagood
Its: Clerk-Treasurer

By: _____
Tommy Battle
Its: Mayor

EXHIBIT "A"

(Insert Request for Proposals No. _____)

REQUEST FOR PROPOSALS

for

MARKET AND REDEVELOPMENT CONSULTING SERVICES

for

THE CITY OF HUNTSVILLE ALABAMA

Proposal: The City of Huntsville Alabama is preparing to engage in a comprehensive planning effort for the entirety of the City, and inclusive of all property within. The City has not had such a plan for over 40 years; by reestablishing the comprehensive planning process, the City seeks to accomplish a number of ends:

- Engage stakeholders and the general public in a detailed dialogue regarding the nature of growth and development in the City;
- Compile a detailed analysis of the existing conditions – land use, economic, transportation, etc. – that will provide a baseline for creating a plan;
- Develop projections for growth – population, market, traffic, etc. – that will inform planning efforts;
- Create a vision that is consensus-based and community-backed;
- Present a plan that looks at both City-wide growth concerns and neighborhood-based re/development strategies and policies;
- Provide a document that offers guidance to planning and zoning, capital improvements, public safety, transportation, parks and greenspace, and any other departments, boards or committees that consider or deal with issues of growth in the City.

As a part of this effort, the City of Huntsville would like to engage a consulting firm, or team of firms, to assist with the creation of the “market and economic development” segment of the plan. You are receiving this RFP based in information your firm provided as part of a pre-qualification process with the City of Huntsville. If selected, your firm or team will work closely with City staff and officials throughout the process to help produce a Comprehensive Plan that is unique to Huntsville and grounded in market and development realities. The consultant will be both an integral part of the planning process as well as responsible for a significant portion of the final product. These expectations are outlined in more detail below.

Project Scope: The Comprehensive Planning process will be a three-phase effort lasting between 18 and 24 months, with input from the consultant occurring in all Phases.

In Phase I, the consultant will coordinate closely with demographers from the City's Planning Department to complete a detailed analysis of the City's current socio-economic and market conditions. The effort will include, but not be limited to:

- Review of existing market analyses within the region;
- Economic base analysis (including labor participation, employment and employers, educational attainment, sector employment details, business characteristics, income and wages, etc.);
- Retail analysis;
- Single- and multi-family housing analysis;
- Development of preliminary strategic assessment.

Analysis will occur on both a regional and city level, as well as by quadrants within the City. The precise direction of the work will be developed in cooperation with the Planning Department and the managing Core Team.

In Phase II, the effort will focus on plan development, informed in part by the consultant's work from the first phase. In this stage of the Comp Plan, the consultant will be tasked with assisting in the outreach and education efforts. This will include:

- Making presentations to public or targeted audiences;
- Creating or assisting in the creation of staff presentations;
- Creating or assisting in the creation of on-line surveys and visioning efforts;
- Review and comment on draft planning efforts, based on market viability.

This outreach should offer insight on market and economic conditions, and help set up development parameters for creating the Comprehensive Plan.

In Phase III, the consultant will help craft the final vision of the Comp Plan, and will assist in developing specific economic development strategies for realizing the goals of the Plan. Strategies will, like the analysis that preceded them, look at both regional and city-wide issues, as well as localized concerns identified during the planning process. Clear steps for implementation should be developed, including any related cost estimates, identification of funding sources, strategies for targeted recruitment of key sectors, or any other items that would enhance prospects for successful implementation.

Throughout the planning process, the consultant will be expected to attend meetings as set forth during initial negotiations. **At a minimum, the consultant should plan on three meeting dates (which may include more than one scheduled meeting) during the first phase, three meeting dates during the second phase, and three meeting dates during the third phase.**

In addition to the meeting dates, the consultant will provide draft products at agreed-upon points within each of the phases. The primary products (text and graphic) will include economic and market contributions to the Inventory and Assessment Report (at the end of Phase I) and strategic recommendations for economic development as part of the Action Plan (at the end of Phase III). Strategic recommendations should be broken out by sector, including directions for the residential

market, the retail market, the office market, the industrial market, and any other specific items that might be deemed necessary during the planning process. A focus should be on creating presentable, accessible, clear information. Technical and back-up data may be included in a resource appendix.

The consultant will coordinate with the Planning Department to ensure the products are properly formatted for inclusion in the final Comp Plan document.

Project Budget: Proposing teams should include .

Project Team: The Urban Development Department of the City of Huntsville will oversee the project as the primary client point of contact. The Planning Department, within Urban Development, will work with the selected consultant to oversee and direct the project and its products.

Proposal Format: Proposals shall be formatted on 8 ½" by 11" sheets; landscape and portrait orientations are acceptable. Include six full copies. Proposals must be submitted with tabbed indexes separating the sections, organized in the following order:

Tab 1: Transmittal letter.

Tab 2: Proposer Information. Proposer must complete and submit Attachment A. Contact information should include:

- The point of contact
- The name of the firm (or firms)
- Street address, city, state, zip
- Phone number
- Fax number
- E-mail address
- Company website

Tab 3: Qualification and Experience of Proposer. In addition to other information the City reserves the right to request and require during its evaluation, Proposer must provide information to demonstrate its qualifications and experience in providing services similar to those the City desires. Some of this material may be redundant with that submitted during the pre-qualification phase, but should still be included in the proposal. Such information shall include:

- a) An overview of the firm's (or firms') history, philosophy and approach to integrating economic considerations into broader planning efforts. Include information relative to the length of time the consultant has done business under its present name and any other business names during the past ten (10) years;
- b) A detailed organization chart, cross-referenced to indicate precisely the personnel who would be dedicated to this effort, including their respective roles and responsibilities, and their resumes. Resumes shall include, as a minimum, the individual's qualifications such as education, licenses or professional certifications, and experience relevant to work on projects similar to those described in

Huntsville's Comprehensive Planning effort. Key personnel and point-of-contact information for the project shall be clearly identified with name, title, telephone number, and e-mail address included;

- c) Tear sheets or any examples of similar efforts the firm or firms has/have lead or participated in within the past ten years. These examples should illustrate not only a familiarity with comprehensive planning, but should also show a deep experience in addressing planning issues faced by cities similar to Huntsville. These issues include, but are not limited to, downtown revitalization; strip or greyfield recovery; reversal of neighborhood disinvestment; and leveraging public investment into private re/development. Tear sheets should be clear regarding the specific staff participating in each project;
- d) A minimum of five (5) client references for services performed in the last ten years, including up-to-date contact information (The City reserves the right to check all references furnished and consider the responses received in the RFP evaluation process). The City cannot be listed as a reference;
- e) Details regarding any consulting contracts that have been terminated within the past ten (10) years by you or your client prior to successful completion of the work by your firm;
- f) Details regarding any criminal lawsuit, civil lawsuit or administrative proceeding to which the firm (or teaming firm) or its principals have been party within the last ten (10) years;
- g) Disclosure of potential conflicts of interest. The submittal should include a detailed of listing of any projects currently being performed, or having been performed in the last ten (10) years, by the firm or its members for any entities, municipalities or clients within the North Alabama region.

Tab 4: Approach. The consultant should lay out in detail the steps and process it will undertake to assist the City with the completion of the plan, within the parameters set forth above. The consultant should feel free to provide as much detail as might be deemed necessary.

Tab 5: Cost Proposal. The consultant should include a cost proposal for the scope of work above. This proposal may be refined during negotiations, but should provide an accurate assessment by the consultant of the fee required to perform the services listed above. The cost proposal should be broken out by phase, in a lump sum for each. Please note, costs should include all anticipated expenses. Reimbursables will not be billed separately.

Tab 6: Proposer must acknowledge receipt of any addenda issued by signing the addenda and submitting in this section.

Clarifications: The City of Huntsville will assist each Respondent, to the extent it is able and appropriate, during their investigation of the project. Respondents shall submit all questions in writing. The deadline for submitting questions is listed below. All questions shall be sent to Dennis Madsen, Manager of Urban and Long Range Planning (contact information below).

Proposal Timeline: The following timeline is a guide, and might be refined or changed by the City as circumstances warrant.

September 2013 – City will issue the Request for Scope and Cost Proposals from prequalified firms or teams.

September/October 2013 – Interviews, selection and negotiation.

October 2013 –Award and Notice to Proceed.

All questions should be directed via e-mail to:

Dennis Madsen, AICP
Manager of Urban and Long Range Planning
dennis.madsen@huntsvilleal.gov

Factors in Prequalification: The consulting firm or firms will be prequalified based upon the following criteria:

- Overall capability of the Consultant or Team;
- Proposed fee;
- Specific experience of the firm and the identified individuals who would participate in the effort;
- The applicability of the Firm or Firms experience to the issues facing the City of Huntsville, as outlined in Tab 3 of the Proposal Format.

The City of Huntsville reserves the right to accept or reject any submitted qualifications, and to prequalify submittals based on the best interests of the City of Huntsville.

EXHIBIT "B"

(Insert Consultants Proposal dated September 16, 2013)

**MARKET ANALYSIS &
REDEVELOPMENT
CONSULTING SERVICES**

PROPOSAL

PREPARED FOR:



HUNTSVILLE

PREPARED BY:



in conjunction with:

METROCENTER
Associates, Inc.



1. TRANSMITTAL LETTER

2. PROPOSER INFORMATION **1**

3. QUALIFICATIONS & EXPERIENCE **2**

4. APPROACH **19**

5. COST PROPOSAL **25**

6. ADDENDA

September 16, 2013

City of Huntsville – Procurement Services
308 Fountain Circle
Huntsville, Alabama 35801



To Whom It May Concern:

It is our privilege to submit this proposal for the Request for Proposals for the Market and Redevelopment Consulting Services with the City of Huntsville. Your City has done a tremendous amount of work to plot a progressive and visionary course for future development. Taking the step of conducting such an expansive and inclusive comprehensive plan effort, in such a focused and deliberate way is absolutely the right next step towards long-term sustainability.

There is no question this is an ambitious endeavor, but at Market + Main, these are the kinds of projects that we are passionate about and are eager to be a part of making it a reality. Market + Main, Inc. is an economic development and planning firm headquartered in Atlanta. I am one of the principals at the firm; I would be the project manager for this project and will be the point of contact, should we be selected.

The Market + Main team is the right team for a project as ambitious as this, and for a City as visionary as Huntsville. We have the experience and understanding related to market analyses, economic analyses, economic development, redevelopment planning, implementation strategy, funding strategy, community involvement, and public policy that is needed for this project. It would be our true honor to be able to work with the City of Huntsville by ensuring that this project is done right and is done with excellence.

It is important to emphasize that the project approach outlines a framework of what could be included. We would need to have an opportunity to discuss your planning needs and available funding in an in-depth manner in order to settle on a specific scope, schedule, and budget. We are happy to work with you and can be flexible in our approach to this work.

We are excited about submitting our qualifications. If you have any specific questions or need any further information, feel free to contact me at 404.377.5726, on my cell at 404.310.1399 or via email (lakey@marketandmain.net). I look forward to discussing this proposal with you in greater detail in the near future. Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Lakey Boyd", with a stylized flourish at the end.

Lakey Broderius Boyd, AICP, CEcD
Principal



PROPOSER

Primary Point of Contact:

Lakey Broderius Boyd, AICP, CEcD
Principal, Market + Main, Inc.
404.310.1399 [cell]



Market + Main, Inc.
386 Patterson Avenue SE
Atlanta, Georgia 30316
404.377.5726 [office]
n/a
lakey@marketandmain.net
www.marketandmain.net



MetroCenter Associates
2129 Briarlake Trace
Atlanta, Georgia 30345
404-376-4717 [office]
866-445-2470 [fax]
tonypickettmc@bellsouth.net
n/a



QUALIFICATIONS & EXPERIENCE

TEAM OVERVIEW

This team is well qualified to address Huntsville's market analysis and economic development needs. It is a team with broad experience in market analyses, economic analyses, economic development, redevelopment planning, implementation strategy, funding strategy, community involvement, and public policy. This is a team with vision that understands and supports Huntsville's goal of long-term sustainability. Market + Main will serve as lead for this team.

Market + Main

Market + Main, Inc. is an economic development and planning firm that was founded in 2003. Market + Main is a Female Business Enterprise (FBE) that employs a holistic approach to develop effective and implementable solutions for today's issues. Market + Main has experience in developing market analyses, economic development strategies, strategic plans, master plans, redevelopment plans, and comprehensive plans. It is both our experience and conviction that strategic public involvement always makes for a more successful outcome.

Over the last 10 years, we have completed projects with municipal governments, non-profits and private developers. Our work with all sectors -- private, public, and non-profit -- gives us a more robust understanding of issues and a realistic and implementable approach to planning. Because of our holistic approach, we can ensure plans, strategies, and recommendations that are practical, understandable, and implementable.

Much of Market + Main's experience has revolved around using factual information about the economic base or local market to guide the development of comprehensive and master plans or regulatory policies. Starting with statistical analysis that includes economic and demographic research ensures delivering a quality plan or strategy that is actually implementable. Recommendations on programs and initiatives, as well as redevelopment efforts, have been made as part of these processes, for both public and private sector clients.

What makes Market + Main's approach unique is our background in both economic development and planning. Since we have experience related to a myriad of planning processes, it allows us to go beyond the role of an economic or market consultant that only provides numbers and data, and enables us to formulate, present and assist in making the market and economic information not only applicable, but integrated into the ongoing planning and community development process. Market + Main's services do not stop at making charts and number crunching. We are able to interpret data and analysis results to build a strategy that includes the flexibility and sustainability required in today's fast changing economic environment. We fundamentally believe that quality economic development has to be about community development at its core.

Another key component of what makes Market + Main distinctive is that we are purposely small. This is a strategic and wholly intentional decision on our part so that, as principals, we are able to work on each and every project personally. We remain committed as a firm to staying small so that the personal accountability and service that we provide can continue to be a defining characteristic of Market + Main. We are also intentional about being selective about the work that we both pursue and accept. Our heightened degree of selection is not based on location, density, or demographics. We choose to work with clients that desire to create truly sustainable and vibrant communities.

It is these characteristics that makes Market + Main not just another economic development firm, but the right firm for today's planning needs -- found at the intersection of where design and economics meet.

MetroCenter Associates

MetroCenter Associates works to enhance the urban environment by providing efficient and effective real estate development services to our clients and producing results that provide an improved quality of life. MetroCenter Associates' expertise lies in being a highly successful catalyst for the creation of public/private development partnerships. They employ a multi-disciplinary perspective with a strong team approach.

MetroCenter Associates is a Minority Business Enterprise (MBE) that offers services that are designed and delivered according to each Client's specialized real estate development needs. They offer a wide range of program management and mixed-finance real estate development services, from specific task oriented deliverables to management of the entire development process, from initial strategic planning and public funding source coordination to management of the construction process. The firm has considerable specialized experience in the coordination of complex legal agreements, funding parameters and regulatory requirements related to funding affordable housing real estate development initiatives.

TEAM STRUCTURE

As mentioned previously, this team is well qualified to address Huntsville's market analysis and economic development needs. The organizational chart below details the individual team members and highlights respective roles and responsibilities. More detail on each team member's experience and qualifications follows the organizational chart.



LAKEY BOYD
Role: Project Manager
Responsibilities:
 community involvement,
 economic analysis, market
 analysis, economic
 development strategy,
 market strategy,
 implementation strategy



DAVID BURT
Role: Project Support
Responsibilities:
 market analysis,
 economic
 development
 strategy, market
 strategy,
 implementation
 strategy



TONY DICKERT
Role: Project Support
Responsibilities:
 economic
 development
 strategy,
 implementation
 strategy

The primary point of contact for this project will be Lakey Broderius Boyd, AICP, CEcD who is a founding Principal of Market + Main, Inc. She can be reached at 404.310.1399 (cell) or via email at lakey@marketandmain.net.

Key Team Members

LAKEY BRODERIUS BOYD, AICP, CECD

MARKET + MAIN

Lakey has established a distinct niche in the planning community by successfully translating the complexities of economics and development into practical, easy to understand planning solutions. In a field characterized by spreadsheets and graphs, Lakey transitions this information into innovative and implementable solutions and tools. Lakey works with public sector clients and private sector clients, from public policy to actual physical developments. It is this necessary and healthy balance that allows Lakey to provide real and feasible solutions and plans. What makes Lakey so unique is her holistic and comprehensive approach to understanding market dynamics. While the typical economic analysis will focus on trends and projections, Lakey sees the third dimension of planning which allows her to reach a much more accurate conclusion as to the direction of any community – from local to state levels.

She has managed economic development strategy development processes that included economic analyses, market analyses, competitive assessments, business climate studies, target industry studies, financing strategies, implementation frameworks, action plans, and community involvement. With over 15 years of experience, Lakey has served as project manager for economic development projects in City of Smyrna, City of Decatur, Clayton and Douglas counties in metro Atlanta, and in Orlando, Florida and Greensboro, North Carolina, among many others. Additionally, she was lead project staff in economic development strategy work for the states of Georgia and West Virginia.

By having both a professional certification from the American Institute of Certified Planners as well as the Certified Economic Developer designation from the International Economic Development Council, Lakey is uniquely positioned to provide an economic expertise in ways that accomplish a comprehensive community vision and plan.

Lakey earned her Masters of City Planning from Georgia Tech, with a dual specialization in both Economic Development and Land Development, as well as a graduate certificate in Real Estate from Georgia State University. She received her Bachelor of Science in Urban Studies from Georgia State University.

DAVID BURT

MARKET + MAIN

David has wide-ranging experience in residential and commercial development and redevelopment. He offers a unique perspective as he has worked in all facets of development, from construction to market research to actual development. Mr. Burt has experience in urban, suburban, and rural markets. He has created financial proformas and

investor packages for multiple mixed-use and adaptive re-use projects throughout the Southeast.

David also has extensive experience in community and economic development. He has been an active volunteer leader in both Main Street and Better Hometown programs. In addition, he was instrumental in founding a local Arts Alliance, which led to the creation of the Norton Arts Center, a facility that provides classroom, gallery, and incubator studio space for the arts and artists. David has also served as a city-level economic development director, with experience in recruitment, existing business support, and real estate deals. During his time in this role, David was successful in recruiting several new downtown businesses, including restaurants, a coffee shop, and a professional theatre company.

He received his Masters of City Planning from Georgia Tech, with a specialization in Land Development, as well as a graduate certificate in Real Estate from Georgia State University. He also received his Bachelor of Science from Georgia Tech, in Building Construction.

TONY PICKETT

METROCENTER ASSOCIATES

Tony Pickett, Principal for Strategy and Development, has over 20 years of experience in the planning, design and construction of large-scale urban redevelopment projects and programs using the principles of new urbanism and smart growth. He has proven expertise in managing public/private partnerships for economic development initiatives. Tony has a successful track record in securing and managing significant public sector funding resources for mixed use development initiatives.

Tony is also a powerful consensus builder with key government officials and community groups, as well as private sector real estate professionals. His areas of expertise include: mixed-use development; economic development; mixed-income housing policy; strategic planning; development finance strategies; and construction program management.

He is a LEED Accredited Professional and has negotiated innovative public/private partnerships and agreements related to innovative real estate transactions with entities such as Georgia Power, the Georgia Department of Natural Resources, the Metropolitan Atlanta Rapid Transit Authority, the Georgia Department of Transportation, the National Trust for Historic Preservation, the Georgia Department of Community Affairs, and the U. S. Department of Housing and Urban Development.

Tony also serves as Executive Director of the Atlanta Land Trust Collaborative (ALTC); a non-profit entity leading efforts to preserve long term housing affordability through the use of Community Land Trusts in communities along the Atlanta BeltLine, a \$3 billion transit redevelopment initiative, and other neighborhoods throughout the City of Atlanta.

**CORE
COMPETENCIES**

economic
development
implementation
strategies
market and economic
analysis
public involvement
redevelopment/
revitalization planning

Mrs. Boyd is a Principal, and co-founded Market + Main, Inc. ten years ago. She offers extensive experience in community and economic development, urban planning, and in creating effective, implementable strategies at local, regional and state levels. Her experience is focused in urban redevelopment, economic analysis, and policy/strategy development. She has a specific orientation to using a holistic approach that incorporates all stakeholders in all planning processes. Mrs. Boyd has worked in the public, non-profit and private sectors during her career, providing her with a distinct perspective on how effective economic development and planning really gets done. She has a total of 16 years experience.

EDUCATION

Master of City
Planning, Georgia
Institute of
Technology, 1998

Graduate Certificate
in Real Estate,
Georgia State
University MBA
Program, 1998

Bachelor of Science,
Urban Studies,
Georgia State
University, 1996

CERTIFICATION

American Institute of
Certified Planners,
2002

Certified Economic
Developer, 2006

**PAST
EMPLOYMENT**

Jordan, Jones &
Goulding, Inc.
Market Street
Services, Inc.
Central Atlanta
Progress, Inc. &
Centennial Olympic
Park Area (COPA),
Inc.

SELECTED PROJECT EXPERIENCE

- Anderson Development Site Focused Market Summary.
- Auburn Avenue Development Site Standard Market Summary.
- Clarksville/Madison Street Development Site Market Perspective.
- College Hill [Macon] Entrepreneurship Plan.
- Decatur Affordable Housing Study.
- Decatur Redevelopment Strategy.
- Fountain Inn Downtown Retail Market Assessment.
- Northport/Main Avenue Development Site Standard Market Summary.
- Smyrna On-Call Economic Development Services.
- Smyrna Targeted Market Analysis.
- Wilmington Adaptive Re-Use.

- 10th Street Area [West Point] Redevelopment Master Plan.
- Auburn Downtown Master Plan.
- Braselton Comprehensive Plan.
- Buford Highway [Duluth] Redevelopment Plan.
- Candler Park Master Plan.
- Chosewood Park Redevelopment Plan.
- Decatur Strategic Plan.
- DeKalb County Master Active Living Plan.
- Downtown Suwanee Master Plan.
- Edgewood Master Plan.
- English Avenue Community Redevelopment Plan Update.
- Fort McPherson Redevelopment Plan.
- Fountain Inn Master Plan.
- Highway 29 [Lilburn] Corridor Study.
- Madison Growth Plan.
- Prattville Comprehensive Plan.
- Social Circle Cherokee Road/Town Center Master Plan.
- Suwanee 2020 Vision Plan.
- West Point Downtown Master Plan.

- Livable Center Initiatives (LCIs).
 - City of Atlanta – Bolton Road/Moores Mill Road area
 - City of Atlanta – Ponce/Moreland Corridor area
 - City of Atlanta – South Moreland Corridor area
 - City of Dallas – Downtown area
 - City of Decatur – Downtown area
 - City of Decatur – Avondale MARTA Station area
 - City of East Point – Downtown area
 - City of Norcross – Downtown area
 - City of Palmetto – Downtown area
 - City of Suwanee – Downtown area
 - DeKalb County – Tucker downtown area
 - Douglas County – Highway 92 Corridor area
 - Forsyth County – McFarland Road area, southern portion of County
 - Gwinnett County – Gwinnett Place Mall and Sugarloaf Pkwy. area

- Atlanta Regional Commission Plan 2040 General Planning Support Services.
- Cobb County Comprehensive Transportation Plan Update.
- DeKalb County Comprehensive Transportation Plan Update.
- Georgia State Route 6 Transportation Corridor Study.
- North Fulton Comprehensive Transportation Plan.
- Windy Hill Road Improvements Planning Review.

PROFESSIONAL AFFILIATIONS

- American Institute of Certified Planners
- American Planning Association
- Congress for New Urbanism
- International Economic Development Council
- Urban Land Institute

PRESENTATIONS / TECHNICAL ASSISTANCE

- AIA Regional/Urban Design Assistance Team
- ARC Fifty Forward Housing + Development Sub-Committee
- Chick-fil-A Innovation Speaker Series
- Georgia Downtown Association
- Georgia Planning Association
- Georgia Tech Graduate City Planning Program [multiple classes]
- Urban Land Institute/UrbanPlan

DAVID BURT



CORE COMPETENCIES

market analysis
financial feasibility
redevelopment
implementation
strategies

EDUCATION

Master of City
Planning, Georgia
Institute of
Technology, 1997.

Graduate Certificate
in Real Estate,
Georgia State
University MBA
Program, 1997.

Bachelor of Science,
Building
Construction,
Georgia Institute of
Technology, 1995.

CERTIFICATION

N/A

PAST EMPLOYMENT

Village Green
Properties
Winter Properties
Bullock, Terrell &
Mannelly Commercial
Real Estate
Ackerman & Co.
Commercial Real
Estate

Mr. Burt has wide-ranging experience in residential and commercial development and redevelopment. He offers a unique perspective as he has worked in all facets of development, from construction to market research to actual development. Mr. Burt has experience in urban, suburban and rural markets. He has created financial proformas and investor packages for multiple mixed-use and adaptive re-use projects in the Southeast. Mr. Burt also has extensive experience in downtown redevelopment efforts.

- **Hapeville Main Street Program.** David has been an active member of the Main Street Board in Hapeville, Georgia for several years, serving as President and as the chair of the design committee. During his time on the board, he has led several new initiatives, including: creation of an aggressive plan for rehabilitation of downtown buildings, resulting in façade improvements on 17 privately-owned buildings; implementation of a new downtown public art program that includes hand-painted benches, a display of 20 large fiberglass butterflies painted by local artists, and several large wall murals depicting the area's aviation heritage and celebrating the arts; and production of marketing materials, including brochures and print ads, to draw potential customers to Hapeville's downtown.
- **Economic Development Director.** Performed economic development functions for the City of Hapeville, Georgia on a consulting basis. During this time, David created a plan for economic development in the city with a vision statement, clear goals, and multiple strategic initiatives to accomplish those goals. His recruitment efforts focused on revitalizing the City's downtown and resulted in the establishment of several new businesses and the relocation of metro Atlanta's oldest professional theatre company to Hapeville's historic downtown.
- **Lovejoy Lofts.** Conversion of a one hundred year old former elementary school in Washington, DC into 54 loft style condominiums. In his role as the Development Manager, David performed a market analysis to determine the feasibility of the project; created proformas and investor packages for banks and equity investors; managed the architects, engineers, and contractor; and directed the marketing and sales efforts.
- **Highland Mill.** Conversion of a historic textile mill in Charlotte, NC into a mixed use development consisting of loft apartments and retail space. David managed the overall development of this project from the initial due diligence and purchase of the property to the start of construction. To make the project financially feasible, David worked with Bank of America to sell historic tax credits to provide equity funding and persuaded the city and county governments to provide a bridge loan.

- **600 Means Street.** Conversion of a former fish warehouse in Atlanta, GA into a two-story loft office building. The 600 Means Street project was the final phase of a very successful Carriage House development, consisting of several historic industrial and commercial buildings converted into office and residential use. David managed the financing and construction of this project.
- **Augusta Exchange.** Creation of marketing package for the Augusta Exchange Shopping Center, a 528,665 square foot center in Augusta, Georgia. Included in the market analysis were demographics, trade area statistics, and detailed mapping and descriptions of metro area development patterns and competing retail developments. The center was purchased by New York based Kimco Realty for \$61,400,000.
- **Virginia Park Residential Redevelopment.** Served as the lead developer in the revitalization of the historic Virginia Park neighborhood in Hapeville, Georgia. Prior to these efforts, Virginia Park had suffered from a great deal of disinvestment and very low rates of owner occupancy. This redevelopment initiative included the renovation of several historic homes along with infill development of new homes designed to blend with the existing historic neighborhood.
- **Market Studies.** Wrote market studies for investment sales packages. Provided information for brokers, including property ownership, zoning and demographics. Created property marketing materials.
- **Manchester, Georgia Revitalization Committee.** Created and assisted with the implementation of a plan to revitalize the downtown business district. Projects included physical improvements to over 60% of downtown buildings and the recruitment of several new retailers.

C. ANTHONY (TONY) PICKETT
2129 BRIARLAKE TRACE
ATLANTA, GEORGIA 30345
404-376-4717
EMAIL: TONYPICKETTMC@BELLSOUTH.NET

Professional Profile

Education	Cornell University College of Architecture, Art and Planning Ithaca, NY Bachelor of Architecture 1985
Professional Certification	LEED AP 2009
Community Leadership	Current: Board Executive Committee Member, Atlanta Park Pride Previous: <ol style="list-style-type: none">1. Atlanta Urban Land Institute Center for Leadership Class of 20112. Committee Member, Atlanta BeltLine Tax Allocation District Land Use Planning3. Committee Member, Atlanta BeltLine Tax Allocation District Parks and Greenspace Committee4. Committee Member, Wheat Street Charitable Foundation Redevelopment Advisory Board5. Atlanta Regional Commission Regional Leadership Institute Class of 2004

Experience and Achievements

Atlanta Land Trust Collaborative

Executive Director (October 2010 - Present)

Currently serves as the founding Executive Director of the Atlanta Land Trust Collaborative (ALTC); a new non-profit entity leading efforts to preserve long term housing affordability through the use of Community Land Trusts in communities along the Atlanta BeltLine, a \$3 billion transit redevelopment initiative and other neighborhoods throughout the City of Atlanta. The Atlanta BeltLine targets the creation of up to 5,600 units of permanently affordable housing as part of a new transit oriented development initiative and selected Tony Pickett to lead the effort after conducting a 6 month national search. The ALTC offers affordable housing related consulting services for fee and can also offer those services in conjunction with national experts such as our partners at the National Community Land Trust Network and others.

MetroCenter Associates, Inc., Atlanta, GA

Principal (May 2006 - Present)

Owner of a Real Estate Development consulting company, which assisted private clients, local governments and non-profit entities in public/private partnership initiatives. Responsibilities included development of a strategic implementation plan and schedule for these projects, as well as, providing project management and development assistance as requested by the client, including but not limited to: land acquisitions and dispositions, project planning, design consultant coordination, market feasibility analysis, construction permitting, construction/permanent financing negotiations and closings, potential tenant marketing/leasing. Consulting engagements have included planning and partnership negotiations for the historic rehabilitation of the existing vacant Atlanta Life Insurance Company National Historic Register landmark building, for commercial office use, as well as the development of a new mixed-use commercial office (approx. 11,200 sq.ft.)/ retail (approx. 5,600 sq.ft.) building on the site formerly occupied by the historic Rucker Building in downtown Atlanta. Previous work also includes a strategic analysis of development potential for approximately thirty-six (36) land parcels of varying

TONY PICKETT

sizes, located in and around the Martin Luther King Historic District. MetroCenter Associates was also part of a consultant team selected in 2008 by the City of Decatur, Georgia to study current real estate and land use conditions, on which to base the City of Decatur's future strategic plan for mixed-use development including affordable housing. MetroCenter ongoing projects also include facilitation of key land transactions and negotiations between private Atlanta developer Brock Built, LLC, Atlanta Beltline Inc., and the Atlanta Housing Authority for expansion of the planned Westside Quarry Public Park as the most significant public greenspace of the Atlanta Beltline Transit Greenway Initiative.

Atlanta Housing Authority, Atlanta, GA

Director Strategy and Development, Real Estate Development and Acquisitions (2003 – 2006)

Responsibilities included supervision of a team of 6 senior project managers and administrative staff for Hope VI funded mixed income/ mixed use redevelopment initiatives. I managed daily activities for implementation of a \$2 billion public housing mixed-income redevelopment program for Atlanta. I directed all strategic outreach with local government elected officials, key public agency partners and private sector real estate professionals to support neighborhood redevelopments and leverage public funding resources through innovative public/private partnerships.

Key Accomplishments:

- Directed the coordination and management of 5 active HOPE VI project revitalization teams and 1 non-HOPE VI development team including master planning and all required government approvals for multiple phase developments
- Successfully represented the Atlanta Housing Authority as a primary stakeholder for the successful legislative approval and creation of 3 Tax Increment Financing Districts (Perry Bolton Tax Allocation District, Eastside Tax Allocation District, and the BeltLine Tax Allocation District) for mixed income, mixed use redevelopment initiatives within the City of Atlanta.
- Coordinated with project team design consultants to incorporate New Urbanism and Smart Growth planning principles in conformance with regional goals.
- Secured recognition of the Atlanta Housing Authority's new 300 acre West Highlands community as a 2004 Development of Excellence by the Atlanta Regional Commission.
- Maintained key relationships and partnerships with various Local, State and Federal agencies, as well as elected officials including: HUD, Atlanta City Council, Atlanta Regional Commission, MARTA, State of Georgia, Atlanta Development Authority, Central Atlanta Progress and Georgia Power.
- Secured approximately \$3 million in Livable Centers Initiative grant funding for Atlanta Housing Authority community redevelopment initiatives.
- Represented the Atlanta Housing Authority in annual City of Atlanta Comprehensive Planning coordination and annual Capital Improvements Program coordination.
- Defined the Atlanta Housing Authority as a key stakeholder in the City of Atlanta's 22 mile BeltLine transit/trail/linear park initiative, and conducted all planning and implementation coordination efforts related to the BeltLine.

Atlanta Housing Authority, Atlanta, GA

Senior Project Manager for Legal and Intergovernmental Affairs (2002 – 2003)

I was responsible for local government legislative support and planning coordination for public housing revitalization efforts. I served as the primary external communication interface with local elected officials, neighborhood groups and stakeholders.

- Developed and implemented a strategic 7 year plan to secure approximately \$90 million in local government funding support for public infrastructure supporting 6 revitalization communities (\$31 million successfully secured, with an additional \$40 million pending a tax increment finance based City of Atlanta bond issues).

TONY PICKETT

- Developed a strategic plan for the utilization of New Markets Tax Credit funding to develop quality neighborhood supportive amenities such as quality retail in master planned mixed-income communities.
- Coordinated process for City of Atlanta zoning and permitting approvals

DKS Program Management, Atlanta, GA

2000 - 2002

Senior Project Manager

I was responsible for overseeing the day-to-day project management activities for major capital improvement projects including a \$35 million Hope VI redevelopment. I communicated with residents, key stakeholders, developers, engineering consultants, HUD.

- Initiated focused strategic planning for the Atlanta Housing Authority's HOPE VI community revitalization initiatives
- Represented the Atlanta Housing Authority in negotiations with elected officials, neighborhood groups, developers and contractors and managed the procurement process for construction bid solicitations.
- Supervised key staff including project managers and field inspectors to monitor work scope specification compliance and schedule progress.

EARLY CAREER 1985 – 2000

My early career includes experience in the design and implementation of large scale development projects such as the Georgian Resort; a \$200 million 1,500 acre master planned new community in Villa Rica, Georgia including plans for 2 Tom Fazio signature golf courses and a 500 room resort hotel/spa with equestrian center. I have managed multiple design projects including work for DELTA Airlines sponsorship of the Salt Lake City 2002 Olympic Games and a monument to the disabled athletes of the 1996 Paralympic Games for downtown Atlanta's Centennial Olympic Park. I have been responsible for planning, design and construction management consulting services for various public/private initiatives including:

- The Savannah International Trade and Convention Center, a new \$50 million trade center
- Charlotte Transportation Center, a new regional bus transfer facility in Charlotte, North Carolina
- CODA Streetscape Projects, new public streetscape enhancements for the 1996 Atlanta Olympic Games
- **Project Architect, Stanley Love-Stanley Architects, Atlanta, GA, 1993-1995:** Architecture design team leader for the Olympic Aquatic Center, a major sports venue for the 1996 Olympic Games.
- **Architectural Senior Designer, Thompson, Ventulett, Stainback and Associates, Atlanta, GA, 1987 – 1993:** design and construction supervision team member for the \$43 million new Charlotte Convention Center and Carillon, a 24-story signature office tower.
- **Architectural Designer, Rosser International, Atlanta, GA, 1984 – 1987:** design team member for a 900 acre resort masterplan which served as the basis for the new master planned community of Celebration in Orlando, Florida.

PROJECTS

As has been highlighted, the Market + Main team is one with broad experience in market analyses, economic analyses, economic development, redevelopment planning, implementation strategy, funding strategy, community involvement, and public policy. Our team has extensive experience in developing market studies, economic development plans and strategies, master plans, redevelopment plans, Livable Centers Initiative¹ studies, and comprehensive plans.

Highlighted Experience

Given the scope elements and process approach outlined in the RFP, the Market + Main team understands we would essentially be functioning as part of a multi-disciplinary team that is led and staffed by the City of Huntsville. As such, we wanted to highlight projects that demonstrate our experience in delivering (1) comprehensive plan components, (2) economic-related services, and (3) functioning as part of a multi-disciplinary team.

The following projects have been selected to highlight particularly relevant experience to the City of Huntsville's Market Analysis and Economic Development services needs.

COMPREHENSIVE PLANS

- + Braselton Comprehensive Plan
- + Madison Growth Plan
- + Prattville Comprehensive Plan
- + Suwanee 2020 Vision Plan

ECONOMIC SERVICES

- + Decatur Affordable Housing Study, Strategic Plan & Focused Redevelopment Strategy
- + Smyrna Targeted Market Analysis & Economic Development Services
- + West Point (10th Street Area) Redevelopment Plan & Downtown Master Plan

¹ Livable Center Initiative (LCI) studies are sponsored by the Atlanta Regional Commission and focus on expanding and leveraging a community's resources to create more livable environments. Projects incorporate public involvement, land use planning, market analysis, transportation analysis, and urban design to create a viable master plan for the community.

Comprehensive Plans

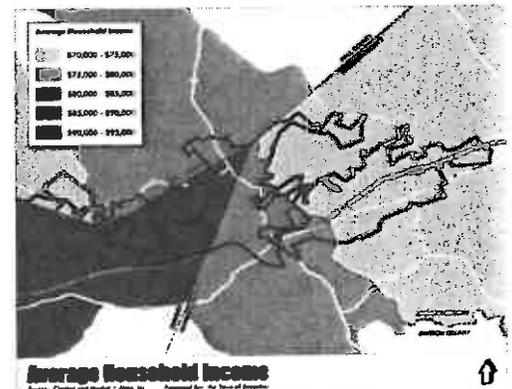
The Market + Main team is well-versed in working as part of a team to deliver comprehensive and vision plans. These projects are relevant in terms of being part of a multi-disciplinary team, with our work focused on economic analysis, market analysis and economic development strategy, as a sub-consultant.

BRASELTON COMPREHENSIVE PLAN

Braselton is a small exurban town in metro Atlanta whose boundaries lie in four counties. Conducted the Population and Economic Development elements required by Georgia Department of Community Affairs. Population element included detailed analysis of estimates, long-term projections, and narrative about the categories of population, employment, households, income, age, race, and education. Economic Development element reviewed core economic indicators such as employment trends, labor force participation, unemployment, per capita income, sources of income, and a structural analysis of Braselton's economy that examined employment and earnings by business sector, various sub-sector employment trends, wage rates, employer sizes, location quotients, commuting patterns, and other related factors. Also conducted extensive inventory of economic development activities at the local, regional and state levels in order to identify the "tools" available to the Town in its economic development "toolbox." Market + Main did the market assessment that helped to identify character areas and the potential for future development in Braselton. The market assessment documented supply and identified demand, and then judged the viability of different types of uses, including residential, retail, office, and industrial. The positioning of land uses to leverage potential competitive advantages, and specific locations for key catalyst projects were also identified. The market assessment was used to inform the planning work to ensure that design recommendations were based on "real" market opportunities.

Relevant Staff: Lakey Boyd

BRASELTON MAJOR INCOMPLETE SUBDIVISIONS



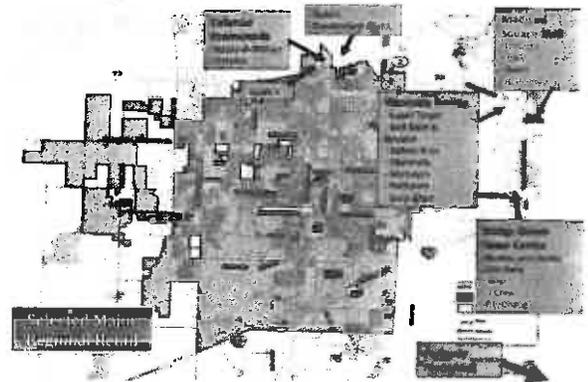
MADISON GROWTH PLAN

The City of Madison is a suburb of Huntsville, Alabama, with an incredibly strong residential base and mostly residential-supporting commercial services. Conducted Socioeconomic Analysis that included detailed analysis of estimates, projections, and narrative about the categories of population, employment, households, income, age, race, and education, as well as major findings. Market + Main also performed the Market Assessment that helped to identify character areas and the potential for future development in Madison. The Market Assessment documented supply and identified demand, and then judged the viability of different types of uses, including residential, retail, office, and industrial. The positioning of land uses to leverage potential competitive advantages, and specific locations for key catalyst projects were also identified. The Market Assessment was used to inform the planning work to ensure that design recommendations were based on "real" market opportunities.

Relevant Staff: Lakey Boyd
David Burt

	Properties Surveyed	Total Units	Average Occupancy	Average Rental Rate		Annual Unit Absorption
				Quoted	Effective	
Southeast Huntsville	17	3,983	90.7%	\$657	\$627	147
Southwest Huntsville	9	1,376	83.9%	\$458	\$426	-82
North Huntsville	5	475	94.7%	\$463	\$452	-4
West Huntsville	29	6,477	90.1%	\$686	\$651	121
Madison Area	18	4,659	90.4%	\$735	\$716	185
Huntsville/Madison	78	16,970	89.9%	\$668	\$639	367

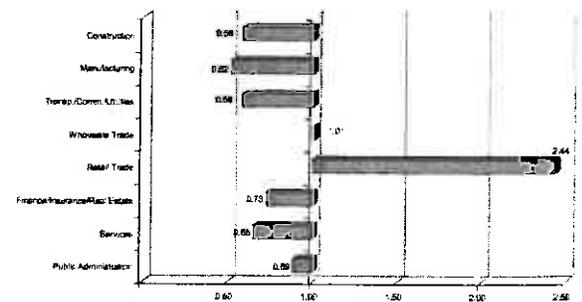
Source: Hunt Apartments, Absorption, and Market + Main, Inc.



PRATTVILLE COMPREHENSIVE PLAN

The City of Prattville is a suburb of Montgomery, Alabama, with a historic downtown and a significant proportion of regional retail. Conducted extensive Socioeconomic Analysis that included detailed analysis of estimates, long-term projections, and narrative about the categories of population, employment, households, income, age, race, and education. Also thematically mapped many of these socioeconomic characteristics to better analyze issues and trends within subareas of the City. Our Economic Base Snapshot work reviewed core economic indicators, such as employment trends, labor force participation, unemployment, per capita income, sources of income, and a structural analysis of Prattville's economy that examined employment and earnings by business sector, various sub-sector employment trends, wage rates, employer sizes, location quotients, commuting patterns, and other related factors. Market + Main also performed the Market Assessment that helped to identify character areas and the potential for future development in Prattville. The Market Assessment documented supply

Sector Employment Location Quotients, Prattville, 2008



Source: Census, BLS, Inc. et al.

and identified demand, and then judged the viability of different types of uses, including residential, retail, office, and industrial. The positioning of land uses to leverage potential competitive advantages, and specific locations for key catalyst projects were also identified. The Market Assessment was used to inform the planning work to ensure that design recommendations were based on "real" market opportunities.

Relevant Staff: Lakey Boyd
David Burt

SUWANEE 2020 VISION PLAN

This project was a city-wide 10-year strategic plan for the City of Suwanee, a thriving suburb in metro Atlanta. Our Economic Snapshot work reviewed components integral to the City of Suwanee's economy. A diverse group of indicators were collected and analyzed in order to gain an accurate picture of the health of the local economic base for the City. Key economic factors were analyzed within the categories of: Workers, Jobs, Money, Commercial, and Fiscal. Major findings were also provided about the trends and issues for the City of Suwanee. Over the course of extensive community outreach and input, Market + Main provided support for the Roundtables conducted by supplying economic and fiscal analysis and highlights. We also assisted in the development of recommendations related to economic development and fiscal health.

Relevant Staff: Lakey Boyd

Prattville Retail Demand, 2008

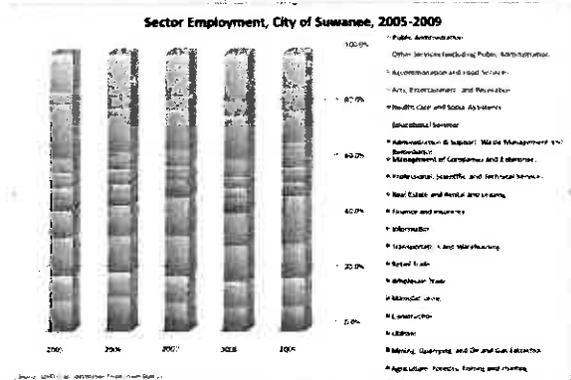
	Convenience Goods	Shoppers Goods	Food & Beverage	Total Existing Demand
Neighborhood Serving	301,975	613,530	191,730	1,107,235
Community Serving	369,080	1,431,573	287,595	2,088,250
Total	671,055	2,045,103	479,325	3,195,485

Source: Market + Main

Prattville Retail Demand Forecast, 2013-2028

	Total Demand for Additional Retail Space			
	5-Year	10-Year	15-Year	20-Year
Neighborhood Serving	70,010	225,405	368,080	510,755
Community Serving	107,235	397,030	663,110	929,185
Total	177,245	622,435	1,031,190	1,439,940

Source: Market + Main

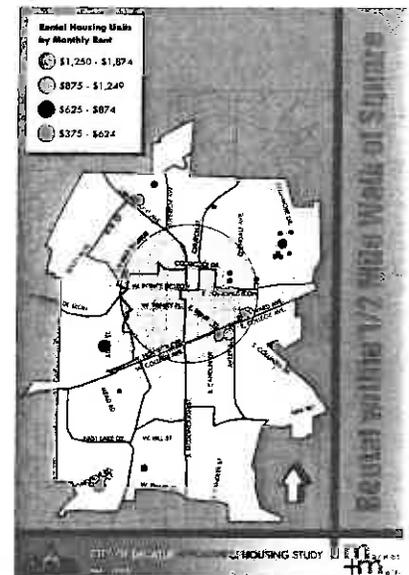


Economic Services

These projects highlight the diversity of economic-related services the Market + Main team is able to deliver. Our services have included market analyses and economic analyses and strategy development related to economic development, redevelopment, real estate, and funding, among others. In these projects, Market + Main functioned in the prime consultant role and delivered services as a single firm or as part of an interdisciplinary team.

DECATUR AFFORDABLE HOUSING STUDY, STRATEGIC PLAN & FOCUSED REDEVELOPMENT STRATEGY

Starting in 2008, Market + Main focused on defining what affordable housing means in the City of Decatur specifically – who that is, what type of product, how many units, etc. While honing in on defining specific affordable housing needs for the City, we also provided realistic, implementable solutions related to recommended programs and policies. We conducted a process that included the following steps: Key Statistics Review; Stakeholder Input; Gap Analysis; and Strategic Plan Recommendations. The Strategic Plan Recommendations included strategic and specific policy and programming recommendations in the categories of Economic Development Strategy, Rehabilitation/Preservation/New Development of Mixed Income Rental Housing, Workforce Affordable Homeownership, and Determination of Appropriate Density.



The Strategic Plan was both a city-wide 10-year strategic plan and a Livable Center Initiative (LCI) study for the downtown core of City of Decatur, Georgia. Conducted market analysis, which assessed and projected housing, retail, and commercial demands to ensure a realistic and implementable LCI plan. Produced city-wide economic base analysis to consider characteristics and assess strengths and weaknesses related to workers, jobs, and money. Developed presentations, for community-wide meetings and commission/board meetings, related to specific Decatur-related economic development considerations as well as explaining development dynamics and municipal costs/revenues structures to frame discussion for trade offs and decision-making. Also made long-term, city-wide recommendations related to economic development, development, and redevelopment.

Staff/Project/Commission/Board	Staff/Project/Commission/Board	Staff/Project/Commission/Board	Staff/Project/Commission/Board	Staff/Project/Commission/Board
City of Decatur Economic Development 2008	Facility developed from a multi-unit town home in a historic neighborhood in the downtown core. The project was the first to be converted from a multi-unit town home to a multi-unit town home. The project was the first to be converted from a multi-unit town home to a multi-unit town home.	Public Infrastructure - Water - Public Transportation - Sewer and Solid Waste - Parks & Recreation - Fire - Storm Water & Storage - Police - Other uses	Article 8, Section 17 of the Georgia Constitution, as amended in 1984, authorizes the use of CDA to address public infrastructure needs in certain cases.	City of Decatur Economic Development Authority - Public Infrastructure - Parks & Recreation - Fire - Storm Water & Storage - Police - Other uses
Local Bank Authority Development Board 2008	City of Decatur, Georgia, entered into a partnership with the City of Decatur to develop a multi-unit town home in a historic neighborhood in the downtown core. The project was the first to be converted from a multi-unit town home to a multi-unit town home.	Environmental Commission - Air Quality - Noise - Parks & Recreation - Fire - Storm Water & Storage - Police - Other uses	SB 200, passed in the 2007 Georgia State Legislature, authorized the use of CDA to address public infrastructure needs in certain cases.	City of Decatur Economic Development Authority - Public Infrastructure - Parks & Recreation - Fire - Storm Water & Storage - Police - Other uses
Public Infrastructure Development Board 2008	Based on 2008 Preliminary Plan, and under the City of Decatur's Strategic Plan, the City of Decatur is currently in the process of developing a multi-unit town home in a historic neighborhood in the downtown core. The project was the first to be converted from a multi-unit town home to a multi-unit town home.	Public Infrastructure - Water - Public Transportation - Sewer and Solid Waste - Parks & Recreation - Fire - Storm Water & Storage - Police - Other uses	SB 200, passed in the 2007 Georgia State Legislature, authorized the use of CDA to address public infrastructure needs in certain cases.	City of Decatur Economic Development Authority - Public Infrastructure - Parks & Recreation - Fire - Storm Water & Storage - Police - Other uses

The Redevelopment Strategy work involved evaluating and recommending creative financing tools for two potential key projects in the City of Decatur. This strategy was developed

Relevant Staff:
 Lakey Boyd
 David Burt
 Tony Pickett

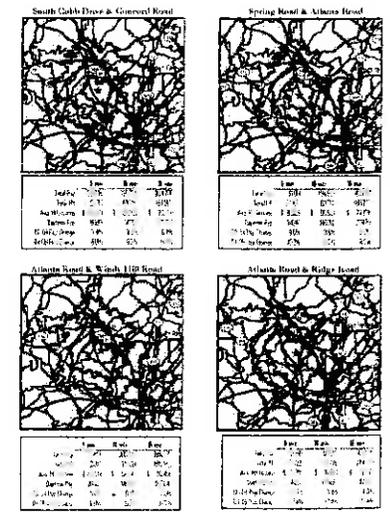
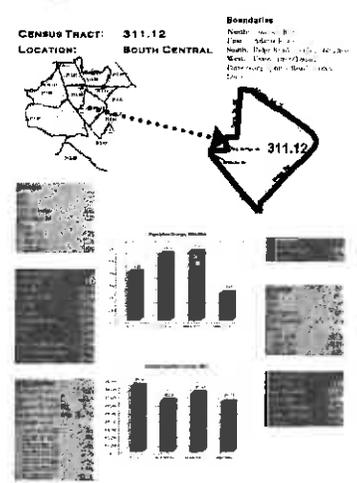
during a market downturn in order to best position and leverage the potential redevelopment of area sites to aid in the development of these key public projects in the long-term. Tasks included review of national best practices, developing potential feasible financial scenarios, and making recommendations surrounding overall implementation, project-specific implementation, and phasing implementation strategies.

SMYRNA TARGETED MARKET ANALYSIS & ECONOMIC DEVELOPMENT SERVICES

Market + Main's work with the City of Smyrna, Georgia began in early 2005. We were tasked to undertake a Targeted Market Analysis. This project identified who the current customer was in Smyrna, with a specific focus on the changes in the market since 2000. Smyrna had successfully attracted new residents and developed the initial node of retail and commercial services to meet their needs. They had a critical mass to justify further development, but the aggregate numbers did not quite convey that reality. The Targeted Market Demand Profile delivered updated aggregate data, as well as segmented and more specifically defined the local market dynamics. The Targeted Market Gap Analysis identified the gaps, not just in production levels or total square footages, but also in consumer preferences, that helped to make the case about what kinds of development could, and should, be happening in Smyrna. Catalyst projects were identified in priority order; economic development policy recommendations were also made to help manage public funds to leverage private investment.

Shortly after the close of our work on the Targeted Market Analysis, Market + Main won an ongoing on-call services contract to address City of Smyrna's evolving economic development, planning, design management, and code needs. Market + Main was the lead consultant on a multi-disciplinary team that included economic, design, and zoning expertise. Areas of expertise and assistance included: fiscal and demographic impact analysis; parcel acquisition and targeting strategy development; commercial and economic vitality evaluation; redevelopment proposal evaluation and site plan review; business attraction strategy development; design guidelines and zoning; and strategic stakeholder involvement. Primary role was in development proposal review, recommendations from both market impact and design standpoints, and property owner negotiation. Other work focused on Tax Allocation District (TAD) project evaluation, assessment of residential market changes impacts, and overview of pros and cons for potential large-scale public-private investment project.

decisions, decisions, decisions



**Relevant Staff:
Lakey Boyd**

WEST POINT (10TH STREET AREA) REDEVELOPMENT PLAN & DOWNTOWN MASTER PLAN

Market + Main led a multi-disciplinary team in this redevelopment plan for the City of West Point; a small town on the Georgia/Alabama border that is home to the first Kia manufacturing facility in America. The redevelopment plan was focused on the central core area of the City, ranging from Interstate interchange through residential areas, commercial corridor, recreation areas, and riverfront. The plan focused on improving the Community Elements of Education, Jobs, Housing, Shopping, Recreation, and Mobility. The plan articulated the vision of the community, gathered through extensive community outreach and interaction, and establishes West Point as a place for all ages, all incomes & all stages of life. An implementation strategy was developed, including key projects, phasing, cost estimates, responsible partners, and potential funding sources. Significant implementation successes have taken place since the plan was adopted, including voter approval of a SPLOST that has enabled development, additions, and renovations of the City's Recreation Campus. Affordable housing development is in process, and the first steps have recently been undertaken to begin the redevelopment of public housing.

Market + Main was asked to work again for the City of West Point in this recent project that is a master plan for the historic downtown. The focus of the plan was on understanding what the community sees the role of downtown as today and what the community desires it to be. Big ideas were developed for each subarea, including the Westside/Water Works historic neighborhood; Uptown area which includes abandoned commercial, historic homes, and riverfront; the Downtown Core; Riverside Village which would be a new residential district on currently industrial land, including riverfront. This master plan also addressed the next step priorities for the Recreation Campus, which is on the opposite side of the Chattahoochee River. An economic development implementation strategy was also developed for downtown to provide guidance on elements including awareness and programming, management, business attraction, destinations, and funding.

MetroCenter Associates is currently working with the City of West Point on Real Estate Program Management Services. These services include: developing an updated detailed strategic implementation plan and schedule for the redevelopment program mixed income housing; assisting the City staff in solicitation and negotiation with potential private housing development partners and other partners; and assisting in the development of housing redevelopment project feasibility using detailed financial proformas, cost estimates, and assessments of implementation funding strategies.



ACTIVITY	DETAILS	TOTAL COST	LOCAL FUNDS (est.)	PUBLIC FUNDS (est.)	COMMENTS
Recreation Campus: Parking Deck Construction	400 spaces	\$6.4M	TBD	TBD	YR 2: SPLOST with additional pennants financing by Jones Lawrie and Hotel Conference Center private partner. Potential solely SPLOST funded. Multiple parking levels made possible additional income for City.
Hotel/Conference Center Construction	105-200 rooms and 10-15,000 sq ft of space	\$9.5M	TBD	TBD	YR 2-3: Land acquisition cost not included. Potential use of SPLOST funds allocated municipal parking.
New Mixed Income Rental Housing	300 units	\$3M	TBD	TBD	YR 1-3: 2 phases of rental housing development as per WPA and with negotiated limited participation by or incorporation of private developer in all phases.
New Public High School	1,000-1,200 students	\$25-30M	TBD	TBD	YR 4-5: Land costs not included. Requires negotiation for use of WPA land and/or potential SPLOST approval.
Incentive	TBD	\$3M-TBD	\$3M-TBD	TBD	YR 1-5: Definition of land costs and negotiated participation requirements are required.
TOTAL COSTS		\$101M- \$108M	\$7M	\$7M	approx. 25%+ of the total costs are reserved public improvements.

Urban Retail Market Dynamics

- Urban retail usually works best as additional layer/enhancement to a downtown
- Retailers want the urban core to already be:
 - employment center
 - destination for dining
 - destination for entertainment

Relevant Staff:
Lakey Boyd
David Burt
Tony Pickett

Relevant Experience

Below is a partial project listing for work completed by the Market + Main team that is relevant to the City of Huntsville's Market Analysis and Economic Development services needs.

MARKET + MAIN

- + 10th Street Area Redevelopment Plan. West Point, GA
- + Atlanta Regional Commission Plan 2040 Planning Services. Metro Atlanta Region, GA
- + Auburn Avenue Development Site Standard Market Summary. Atlanta, GA
- + Braselton Comprehensive Plan. Braselton, GA
- + Buford Highway Redevelopment Plan. Duluth, GA
- + Butler-Auburn Redevelopment Plan. Atlanta, GA
- + Candler Park Neighborhood Master Plan. Atlanta, GA
- + Chosewood Park Redevelopment & Master Plan. Atlanta, GA
- + Cobb County Comprehensive Transportation Plan Update. Cobb County, GA
- + College Hill Entrepreneurship Plan. Macon, GA
- + Dallas LCI Study. Dallas, GA
- + Decatur Affordable Housing Study, Decatur, GA
- + Decatur LCI Study & Strategic Plan. Decatur, GA
- + Decatur Redevelopment Strategy. Decatur, GA
- + DeKalb County Comprehensive Transportation Plan Update. DeKalb County, GA
- + DeKalb County Master Active Living Plan. DeKalb County, GA
- + Douglas County-Highway 92 LCI. Douglasville, GA
- + Downtown Auburn Master Plan. Auburn, AL
- + East Point LCI Study. East Point, GA
- + Edgewood Neighborhood Redevelopment & Master Plan. Atlanta, GA
- + English Avenue Community Redevelopment Plan Update. Atlanta, GA
- + Forsyth County LCI Study. Forsyth County, GA
- + Fort McPherson Redevelopment Plan. Atlanta, GA
- + Fountain Inn Downtown Retail Market Assessment. Fountain Inn, SC
- + Fountain Inn Master Plan. Fountain Inn, SC
- + Georgia State Route 6 Transportation Corridor Study. Metro Atlanta Region, GA
- + Lilburn-Highway 29 Corridor Study. Lilburn, GA
- + Madison Growth Plan. Madison, AL
- + Madison St Development Site Market Perspective. Clarksville, TN
- + Main Ave Development Site Standard Market Summary. Northport, AL
- + North Fulton Comprehensive Transportation Plan. North Fulton County, GA
- + Palmetto LCI Study. Palmetto, GA
- + Peachtree Boulevard Master Plan Implementation. Atlanta, GA
- + Ponce-Moreland Corridor & LCI Study. Atlanta, GA
- + Prattville Comprehensive Plan. Prattville, AL



QUALIFICATIONS & EXPERIENCE

- + Smyrna On-Call Economic Development Services. Smyrna, GA
- + Smyrna Targeted Market Analysis. Smyrna, GA
- + Social Circle Cherokee Road/Town Center Master Plan. Social Circle, GA
- + South Moreland LCI. Atlanta, GA
- + Suwanee 2020 Vision Plan. Suwanee, GA

- + Tucker LCI Study. DeKalb County, GA
- + West Point Downtown Master Plan. West Point, GA
- + Wilmington Adaptive Re-use. Wilmington, NC
- + Windy Hill Road Improvements Planning Review. Smyrna, GA

METROCENTER ASSOCIATES

- + Auburn Pointe. Atlanta, GA
- + Bankhead Transit Village. Atlanta, GA
- + Capitol Gateway. Atlanta, GA
- + College Town at West End. Atlanta, GA
- + Dupont Commons Phase III. Atlanta, GA

- + Elm Street Master Plan. Atlanta, GA
- + Mechanicsville Square. Atlanta, GA
- + The Village at Browns Mill. Atlanta, GA
- + West Highlands Revitalization Master Plan Phase II. Atlanta, GA
- + West Town Master Plan. Atlanta, GA

REFERENCES

Below are references for projects that are comparable to the type of work that will be involved with the City of Huntsville's Market Analysis and Economic Development services needs. We encourage you to call our references – it is the best way to get to know us and verify we are a firm that highly values our clients, their satisfaction with our work, and the ability for our work to help facilitate long-term change.

Decatur Strategic Plan, Affordable Housing Study & Focused Redevelopment Strategy

SERVICES: market analysis, socioeconomic analysis, economic analysis, economic development, program development, public involvement, redevelopment strategy, funding strategy
ROLE: prime

(included working with MetroCenter Associates)

Lyn Menne
Assistant City Manager, Community & Economic Development
City of Decatur
509 N. McDonough Street
Decatur, Georgia 30030
404.371.8386
lyn.menne@decaturga.gov

Madison Growth Plan

SERVICES: market analysis, socioeconomic analysis, public involvement
ROLE: sub

Amy Bell
Director of Community Development & Planning
City of Madison
100 Hughes Road
Madison, Alabama 35758
256.772.2885
amy.bell@madisonal.gov

Prattville Comprehensive Plan

SERVICES: market analysis, socioeconomic analysis, economic analysis, economic development, public involvement
ROLE: sub

Joel Duke
Planning Director
City of Prattville
102 West Main Street
Prattville, Alabama 36067
334.361.3657
joel.duke@prattvilleal.gov

**Smyrna Targeted Market Analysis & On-Call Economic
Development Services**

SERVICES: market analysis,
socioeconomic analysis, economic
development, planning, TAD project
review, redevelopment strategy, public
involvement
ROLE: prime

Andrea Hall
(formerly City of Smyrna)
Director of Economic Development, City of
Sandy Springs
7840 Roswell Road, Building 500
Sandy Springs, Georgia 30350
770.206.1570
ahall@sandyspringsga.gov

**West Point (10th Street Area) Redevelopment Plan & Downtown
Master Plan**

SERVICES: public involvement,
socioeconomic analysis, economic
development, market analysis, planning,
redevelopment strategy, funding strategy
ROLE: prime

(included working with MetroCenter Associates)

A. Drew Ferguson, IV
Mayor
City of West Point
730 First Avenue
West Point, Georgia 31833
706.643.3294
fergusondental@yahoo.com

DISCLOSURES

No consulting contracts have been terminated in the last 10 years by Market + Main nor MetroCenter Associates nor our clients prior to successful completion of work.

Market + Main and MetroCenter Associates have not been party to any criminal lawsuit, civil lawsuit, or administrative proceeding in the last 10 years.

Market + Main and MetroCenter Associates are not currently working on any projects in the North Alabama region. Within the last 10 years, Market + Main worked on the Madison Growth Plan in the North Alabama region.

APPROACH

OUR UNDERSTANDING

To start, it is essential to note that the City of Huntsville choosing to engage in such a holistic and expansive comprehensive planning effort is impressive. Particularly given Huntsville's great reputation as a well-regarded community with a high quality of life and strong job base. While Huntsville might have challenges to face or overcome, the progress already made is something many communities would find to be an enviable position. Yet, Huntsville is now facing what many would consider some of those "good problems" to have. And while they are "good problems," they are problems to be addressed and tackled nonetheless.

The comprehensive planning process outlined in the RFP is to be applauded. With its focus on a strong factual foundation, extensive community involvement, construction of a clear and unifying vision, and development of a stable touchstone for long-term decisions. As is already highlighted, a critical component of a successful planning process is fully integrating the market and economic development work. Understanding the current realities from a socioeconomic standpoint is crucial in ensuring the planning process starts in the right place, so it can ultimately end up in a place that is achievable and sustainable. Further, Huntsville is a mature community that is continuing to redevelop and reinvent itself to be responsive to its citizenry. Gaining a deep understanding of the economic underpinnings and making strategic decisions now about long-term direction will set up Huntsville for a more viable and sustainable future for many years to come.

The Market + Main team has a solid understanding of what the City of Huntsville is trying to accomplish with this effort. We understand that our team will essentially be serving as a subconsultant to a multi-disciplinary team comprised of the City of Huntsville staff. We have extensive experience in working within these types of teams and pride ourselves on being a team player while clearly articulating our expertise and its impact on all other facets of the plan. A comprehensive planning process really illuminates the interconnectedness of all the issues and opportunities in a community, and undertaking a process that addresses them all at once, and holistically, delivers the best, most realistic, and most implementable results.

WORK PLAN

The first step to solving any problem is defining the “what” and determining “how” to best get there. It is imperative to success that the “how” or strategy does not get out in front of the “what” or understanding of current realities; this dynamic happens in many communities. The key is that the “what” must be accurately identified, defined, and assessed to ensure that the strategies developed are successful. And then the “how” strategies must be explicitly grounded in the findings of the “what” to ensure the community will be able to steadily move towards its unified vision for the future.

In our approach, the Economic Analysis and Real Estate Market Analysis achieve defining the “what,” and the Economic Development Strategy will deliver the “how.”

Economic Analysis

The Market + Main team’s approach to this task centers on identifying and understanding Huntsville’s economic base. The economic structure is the foundation that has far-reaching impacts in the community. Gaining an understanding of its function early in the process will aid in understanding market dynamics and developing strategy.

ECONOMIC INDICATORS

Statistics on the economic structure of Huntsville compared against the MSA and the United States will be provided. This snapshot will look at core economic indicators, such as employment trends, labor force participation, unemployment, income, and other measures of economic vitality.

ECONOMIC STRUCTURE

A structural analysis of the City’s economy will examine employment and earnings by business sector, various sub-sector employment trends, entrepreneurial activity, wage rates, employer sizes, location quotients, commuting patterns, and other related factors.

ECONOMIC FINDINGS

Data will be analyzed and narrative organized around the themes of Workers, Jobs, Money, and Major Findings.

Real Estate Market Analysis

The Market + Main team's approach to this task will focus on identifying and understanding Huntsville's real estate market performance. All property types will be considered – residential, retail, office, and industrial – and market dynamics detailed. The market analysis components will also assess the strengths and weaknesses of the existing and future development in the area, and surrounding competitive market area.

MARKET DEMAND PROFILE

This analysis examines how the study area's current demographics help or hinder its ability to develop into the future, as well as evaluating the current competitive position of the area. Provides data to be utilized as benchmarks in future development and planning efforts.

The analysis will include, but not be limited to, the following characteristics.

- Population trends
- Employment trends
- Household trends
- Income trends
- Age distribution
- Racial composition
- Educational attainment

Relevant characteristics will be profiled for the City as a whole, and for sub-areas within the City (to be selected and defined in conjunction with City of Huntsville staff). Information will be collected through a combination of published data sources, first-hand data collection and City data sources. Data will be sourced at the local, regional, state and national levels. Historic and current data will be included in the review, and future projections will be provided.

MARKET SUPPLY OVERVIEW

A supply analysis will be conducted using information collected through on-the-ground field work, industry publications, development contacts, base data from any previous plans, and any available updated information from the City on developments that have recently been completed or are underway. Interviews will be conducted to garner local perspective, targeting business owners, property owners, realtors and developers, as well as City staff. This combination of data will help to paint a picture of what the residential and commercial supply is in the City as a whole and the subareas being considered.

MARKET ASSESSMENT

Both the existing and potential market demand will be evaluated and compared with the market supply. It will serve to illuminate the gaps, leakages, or possible

saturations that are at play within the market dynamics of Huntsville. Over the course of this analysis, strengths and weaknesses, as well as opportunities and threats, will also be inventoried for the City and selected sub-areas.

MARKET RECOMMENDATIONS

The market assessment will include recommendations about the appropriate scale and mix of uses for Huntsville for both development and redevelopment. Specific consideration will be given to creating more truly mixed-use development, as appropriate and feasible. Recommendations will include supportable additional units or square feet of space (as applicable), the positioning of land uses to leverage competitive positioning, and specific recommendations for key catalyst projects.

Economic Development Strategy

The Market + Main team's approach to this task centers on making strategic and specific policy, programming, and project recommendations to ensure and incentivize long-term economic viability and vitality.

TOOLS ASSESSMENT

All economic development activities conducted in Huntsville, and related to the City, will be identified. This will include local efforts, but will also identify regional or other efforts that Huntsville participates in and can leverage. The kinds of programs, or the "tools" in the City's economic development "toolbox," will also be investigated. Our recommendations will include modification, creation or deletion of specific "tools" to ensure the City has the right set of "tools" to meet their economic development goals into the future.

BEST PRACTICES

Research will be conducted to find appropriate and relevant national examples of creative strategies and financing for programs, policies, and projects. Careful selection will ensure that these case studies and models could be a good fit for Huntsville today and in the future.

FEASIBLE SCENARIO BUILDING

Analysis of public/private investment leverage potential on up to three (3) scenarios of plan concept projects, to be selected in conjunction with City of Huntsville staff. Focus will be on generating recommended hypothetical preliminary project financial proformas using assumptions about possible development build-outs for the selected potential projects.

FUNDING SOURCES

Identification of potential funding sources including philanthropic, private, and institutional investors. Government options at the local, state, and federal levels for implementation of selected economic development strategies will be outlined as well.

ECONOMIC CITY-WIDE RECOMMENDATIONS

Recommendations will relate to business types, competitive positioning, development and redevelopment, and diversification of City's economic base. These strategies, programs, policies, and projects will be forward in an effort to best position Huntsville for long-term sustainability.

SCHEDULE

The preceding Work Plan is estimated to be completed in 18 to 24 months. The following outline illustrates how we envision our Work Plan components fitting into the City's expected phases and timeline.

Phase I 6-8 months

ECONOMIC ANALYSIS

- Economic Indicators**
- Economic Structure**
- Economic Findings**

REAL ESTATE MARKET ANALYSIS

- Market Demand Profile**
- Market Supply Overview**
- Market Assessment**
- Market Recommendations**

MEETINGS (3-5)

Phase II 8-12 months

PRESENTATIONS

ECONOMIC DEVELOPMENT STRATEGY

- Tools Assessment**
- Best Practices**
- Funding Sources**

MEETINGS (3-5)

Phase III 6-8 months

ECONOMIC DEVELOPMENT STRATEGY

- Feasible Scenario Building**
- Economic City-Wide Recommendations**

MEETINGS (3-5)

COSTS

This budget assumes that the City of Huntsville staff will serve as a resource on a day-to-day basis and will assist in the collection of any needed information and materials. Our total fee for this project is \$100,000, including all fees and expenses.

Phase I \$45,000

ECONOMIC ANALYSIS

- Economic Indicators
- Economic Structure
- Economic Findings

REAL ESTATE MARKET ANALYSIS

- Market Demand Profile
- Market Supply Overview
- Market Assessment
- Market Recommendations

MEETINGS (3-5)

Phase II \$30,000

PRESENTATIONS

ECONOMIC DEVELOPMENT STRATEGY

- Tools Assessment
- Best Practices
- Funding Sources

MEETINGS (3-5)

Phase III \$25,000

ECONOMIC DEVELOPMENT STRATEGY

- Feasible Scenario Building
- Economic City-Wide Recommendations

MEETINGS (3-5)

TOTAL \$100,000



HUNTSVILLE

Tommy Battle
Mayor

Finance Department
Procurement Services Division

ADDENDUM #1 ISSUED: 9/11/2013

Market Analysis and Economic Development
INVITATION FOR BIDS: # 62-2013-63-3 OPENING DATE: 9/17/2013 2:00 PM CDT

The above referenced solicitation is hereby amended as follows:

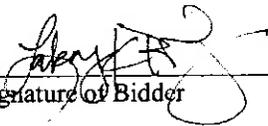
Questions:

1. What is budget or budget range for this project?
2. It is clear that the project would last between 18 and 24 months, but wanted to clarify the start date for the project - is it October 2013 or later?
3. Do you have a time estimate on how long each phase is expected to last?
4. There is a reference to completing and submitting Attachment A for Tab 2/Proposer Information (p. 3), but there is not an Attachment A included in the email files/PDF I received. Please advise how to obtain Attachment A or if this reference is in error.

Answers:

1. We're not advertising that at this point.
2. Once a winning proposal is selected, it is anticipated that the contract will be taken before Council in October. Therefore, work might begin as early as the second half of October 2013. However, if there are any delays in negotiations or in adoption, the selected consultant will be notified.
3. Phase I: Six to eight months; Phase II: Eight months to a year; Phase III: Six to eight months. These durations may be modified before or during the process. The consultant will be notified should the schedule change.
4. That is a holdover from the RFQ and may be disregarded.

***THIS ADDENDUM MUST BE SIGNED AND SUBMITTED WITH YOUR RESPONSE.
REQUIREMENTS OF THE RFB NOT OTHERWISE ADDRESSED HEREIN REMAIN UNCHANGED***



Signature of Bidder

Lakey Boyd

Print or Type Name of Bidder

Market + Main, Inc.

Legal Name of Firm
386 Patterson Avenue SE

Mailing Address
Atlanta, GA 30316

City State Zip Code

Date **9/13/13**

EXHIBIT “ C”

DEVELOPMENT OF COMPREHENSIVE MASTER PLAN
CITY OF HUNTSVILLE, ALABAMA
General Scope of Work

Background Summary: The City of Huntsville has lacked a Comprehensive Master Plan for its development and transportation needs and instead has addressed the planning function on an as-needed basis. The City desires to engage in a comprehensive planning effort that will engage stakeholders and the general public in a detailed dialogue regarding the nature of growth and development in the City; that will include the compilation and analysis of existing conditions and projected land use, economic, transportation, demographics and other factors; that will create a vision that is consensus-based and community-backed; that will present a plan that looks at both City-wide growth concerns and neighborhood-based re/development strategies and policies; and that will provide a planning document that offers guidance to planning, zoning, capital improvements, public safety, transportation, parks and green space, and any other City departments, boards or committees that consider or deal with issues of growth in the City. This Comprehensive Master Plan will serve as a road map for navigating the next twenty years of growth and change in Huntsville.

Although the majority of the work will be performed in-house by the City’s Planning and GIS Departmental Staff, the Consultant shall supplement and assist the City’s Staff in the Comprehensive Master Plan development process by performing the services as set forth below through the three (3) phases set forth over a period of approximately twenty-four (24) months. This General Scope of Work outlines the basic work to be performed by the Consultant. Additional detailed descriptions of the specific tasks to be performed by the Consultant are detailed in the proposal entitled Market Analysis & Redevelopment Consulting Services prepared by Consultant **Market + Main, Inc.** in conjunction with METROCENTER Associates, Inc. dated September 16, 2013 in response to the City’s Request for Proposals. In the event of a conflict between that proposal and this General Scope of Work, this General Scope of Work shall take precedence.

Phase I – Inventory and Assessment

Fee: \$45,000.00 Fixed Price

Duration: Approximately Six (6)

Months

A. TASKS:

1. **Economic Analysis.** Consultant shall develop, collect , review and analyze the data to perform an economic analysis for the City of Huntsville and its related economic area. The data, economic indicators, economic structure and

economic findings, along with all resulting analysis and conclusions shall be presented in reports to the City.

2. **Real Estate Market Analysis.** Consultant shall perform a real estate market analysis, which shall include development and presentation of Demand Profile, Supply Overview, Assessment and Recommendations.
3. **“Citizen Academy” Development.** Consultant shall identify topics and subject matter appropriate for use and discussion in public workshops in order to facilitate the planning process. Consultant shall provide assistance as needed by the City Staff with development of Academy format and design.
4. **Media Coordination.** Consultant shall assist and cooperate with City Staff and other potential contractors with the development of on-line content for public engagement. Consultant shall create, coordinate and present ideas, concepts, and content to the City’s Teams and prepare content for public dissemination.

B. HUNTSVILLE AREA WORK DAYS – Although much of the Consultant’s work may be performed at its home office, it is anticipated that the Consultant will need to travel to the Huntsville, Alabama area to interface with the City Staff and others as follows during Phase I.

1. **Work Day 1** - Meet with the City’s Staff that comprises the City’s internal managing team for overseeing the planning process (hereinafter referred to as “Core Team”) for internal project kickoff. Meet in an introductory session with local citizens selected by the City to will serve as the initial feedback mechanism team for planning decisions (hereinafter referred to as “Advisory Team”). Meet with Staff Demographers to review existing conditions data, and coordinate transfer of information. Include in this Work Day 1 potential meetings with key stakeholders and/or focus groups from the community, as time allows. Confer with Core Team for a list of Key stakeholder and focus group identification.
2. **Work Day 2** -Attend and participate in a Project meeting with Core Team. Present preliminary analysis to Advisory Team. Attend and participate in a coordination meeting with Staff Demographers. Include in this Work Day 2 potential meetings with key stakeholders and/or focus groups from the community, as time allows.
3. **Work Day 3** – Attend and participate in a project meeting with Core Team. Make a presentation to Public Kickoff Meeting.

C. WORK PRODUCT DELIVERABLES

1. **Economic Analysis Report and Real Estate Market Analysis Report.** All information and reports shall be delivered in both a digital format, as “Word”

documents, and in presentation-ready PowerPoint slides. An interim draft shall be submitted for review to the Core Team Leader, Dennis Madsen, at a point mutually agreed upon.

Phase II – Community Vision

Fee: -\$35,800 Fixed Fee

Duration: Approximately Twelve (12) Months

A. TASKS

1. **“Citizen Academy” Development.** Refine list of topics and agendas for speaker series, and assist in identifying additional resources that might need to be engaged for each session
2. **Presentation Development.** Assist City Staff with development of presentations for public events including workshops and small team meetings. Contribute materials on issues identified in Phase I.
3. **Economic Development Strategy.** Create and Economic Development Strategy. Perform an assessment of current development tools being implemented by the City, Chamber of Commerce and other development entities within Huntsville. Review, develop, assess, analyze and prepare a presentation of “Best Practices” for economic development, referencing applicable national case studies to Huntsville’s environment. Perform preliminary identification of potential funding sources for various projects, ranging among private sector, philanthropic and municipal sources, and others.
4. **Media Coordination.** Task Includes assisting City Staff and other potential contractors with the development of on-line content for public engagement. Consultant shall create, coordinate and present ideas, concepts, and content to the City’s Teams and prepare content for public dissemination.

B. HUNTSVILLE AREA WORK DAYS – Although much of the Consultant’s work may be performed at its home office, it is anticipated that the Consultant will need to travel to the Huntsville, Alabama area to interface with the City Staff and others as follows during Phase II.

1. **Work Days 1-2** Meet in Huntsville with Core Team and others as necessary for a Project Management day, date and agenda TBD based on need.
2. **Work Days 4-6** -Consultant shall attend, participate in, and assist the City for approximately 4-6 “Citizen Academy” days. Consultant shall provide briefing and/or work sessions for the Core Team, the Advisory Team, and any other groups as the process or City requires.

C. WORK PRODUCT DELIVERABLES

1. **Draft Economic Development Strategy Report.** All information and reports shall be delivered in both a digital format, as “Word” documents, and in presentation-ready PowerPoint slides. An interim draft shall be submitted for review to the Core Team Leader, Dennis Madsen, at a point mutually agreed upon.

Phase III – Action Plan

Fee: \$30,000 Fixed Fee

Duration: Approximately Six (6) Months

A. TASKS

1. **“Citizen Academy” Analysis.** Consultant shall review, analyze, evaluate input and comments from the public and Citizen Academy sessions and make recommendations regarding these to the Core Team.
2. **Presentation Development.** Consultant shall develop and recommend presentations for public events including Implementation Workshop and shall assist the City as otherwise needed for this event..
3. **Economic Development Strategy.** The Core Team shall identify areas for analysis and the Consultant shall use these area for the development of Feasibility Scenarios for three to six catalytic sites, based on hypothetical pro formas, realistic development programs and project build-outs. Assist the Core Team as requested in the creation of city-wide economic recommendations for development and redevelopment, and diversification of the city’s economic base, among other items.
4. **Media Coordination.** Task Includes assisting City Staff and other potential contractors with the development of on-line content for public engagement. Consultant shall create, coordinate and present ideas, concepts, and content to the City’s Teams and prepare content for public dissemination.

- B. HUNTSVILLE AREA WORK DAYS** – Although much of the Consultant’s work may be performed at its home office, it is anticipated that the Consultant will need to travel to the Huntsville, Alabama area to interface with the City Staff and others as follows during Phase III.

1. **Work Day 1** – Consultant shall meet with Core Team to review products and input from Phase II, and strategize for Phase III. Meet with Advisory Team to present Phase II findings and discuss implementation.

2. **Work Day 2** – Consultant shall meet with Core Team to discuss Implementation Workshop. Consultant shall meet with Advisory Team for Implementation Dry-Run. Participate in Implementation Workshop.
3. **Work Day 3** - Meet with Core Team to review final draft products and reports. Meet with Advisory team for project wrap. Consult shall prepare and make presentation to City Council in a public meeting as scheduled and shall respond to questions from the City Council, City officials, and the public as necessary regarding the services provided, the deliverables, and the content of the recommended plans and strategies.

C. WORK PRODUCT DELIVERABLES

1. **Final Strategic Report.** All information and reports shall be delivered in both a digital format, as “Word” documents, and in presentation-ready PowerPoint slides. An interim draft shall be submitted for review to the Core Team Leader, Dennis Madsen, at a point mutually agreed upon.

Total Combine Fixed Fee for all Phases \$110,800*

**Fee is all-inclusive.*