



Notice of Board Meeting

Date: December 29, 2022

To: Rick Bley
Irene Rodriguez
R.J. Passalacqua
Benjamin Vasquez
Lowell Dewey
Jason Fulton

From: Anne Nenneau, Chair

Re: Notice of Board of Directors' Meeting

The Geneva Industrial Development Agency will hold their regular monthly Board Meeting on Friday, January 6, 2023 at 8:30am. The meeting will be held in the 2nd floor conference room at City Hall, 47 Castle Street, Geneva, NY. The meeting agenda is attached and available at <https://cityofgenevany.com/295/Industrial-Development-Agency-IDA>. The meeting will also be livestreamed on the IDA's YouTube Channel: <https://www.youtube.com/channel/UCVz4jDNtxuliy4SyugqQ8eg>.

Please confirm your attendance with Tracy Verrier, tracy.verrier@mrbgroupp.com.

Cc: Mayor Steve Valentino, City of Geneva
Amie Hendrix, City of Geneva
Tracy Verrier, Executive Director
Matt Horn, MRB Group
Maureen Lee, Geneva City School District
Myles Webster, Webster Properties
Erica Collins, City of Geneva
Media: Steve Buchiere, Finger Lakes Times

City of Geneva Industrial Development Agency

Meeting Agenda

Title: City of Geneva IDA

Location: Geneva City Hall, 47 Castle Street, Geneva
2nd Floor Conference Room and Zoom

Date & Time: 1/6/2023 at 8:30am



Agenda Item	Potential Outcome	Person Responsible
Call to Order		Anne Nenneau
Administrative Reports		
Minutes from December 2022	Motion to approve minutes	Anne Nenneau
Financial Report December 2022	Motion to approve financial report Motion to approve funds transfer	Tracy Verrier
Updates		
Geneva City School District	Informing board of status	Maureen Lee, Geneva CSD
GEDC	Informing board of status	Myles Webster, Webster Properties
GEDC Committee Update	Motion regarding additional studies	Tracy Verrier
City Council Report	Informing board of status	Mayor Valentino & Amie Hendrix
IDA Projects	Informing board of status	Tracy Verrier
New Business		
Stivers Project	Introducing project to board	Tracy Verrier
Executive Session		
Executive Session	proposed acquisition, sale or lease of real property	Anne Nenneau
Unfinished Business		
MRB Contract Discussion	Discussion regarding contracts	Anne Nenneau
Pretzel Logic Lease	Motion to approve new lease terms	Tracy Verrier
Nardozzi Land Sale	Discussion of amended purchase contract	Tracy Verrier
Adjournment	Motion to adjourn	Anne Nenneau

Quorum (Confirmation Required)

Anne Nenneau, Chair

R.J. Passalacqua

Rick Bley

Irene Rodriguez

Lowell Dewey

Benjamin Vasquez

Jason Fulton

Staff

Tracy Verrier

Matt Horn

Zoom will be available, and the meeting can be viewed on the GIDA's YouTube Channel

Join Zoom Meeting
Meeting ID: 871 4055 9234
Passcode: 481277
Dial in: 929-205-6099

<https://us02web.zoom.us/j/87140559234?pwd=anY4R05pQmdxZHczdXBWwms0OFZ3dz09>

**Geneva Industrial Development Agency
City Hall, 47 Castle Street, Geneva, New York
And via Zoom livestreamed to GIDA's YouTube Page
December 9, 2022 at 8:30am
Meeting Minutes**

In Attendance:

Anne Nenneau
RJ Passalacqua
Rick Bley
Irene Rodriguez
Lowell Dewey
Jason Fulton
**remote attendance*

Others present:

Tracy Verrier, MRB Group
Maureen Lee, Geneva CSD
Amie Hendrix, Geneva City Manager
Myles Webster, Webster Properties
Emma Powlin, Harris Beach
Anthony Lewis, Pretzel Logic

MEETING CALL TO ORDER

Chair Anne Nenneau called meeting to order at 8:30am.

ADMINISTRATIVE REPORTS

Meeting Minutes:

- Motion to approve the minutes from October and November 2022 regular meetings by RJ Passalacqua, second by Rick Bley. Motion carried unanimously.

Financial Report:

Tracy Verrier reviewed the November financial statements, noting that there was not much activity.

- Motion to approve the financial report presented by Jason Fulton, second by Lowell Dewey. Motion carried unanimously.

UPDATES

Geneva City School District:

Maureen reported that the school district is waiting on state aid approval for the capital project. There was an issue with the data that the state had been providing the district, and that is causing a delay for the approval of the roof replacement component. They plan to go out to bid for the total project in February, with construction starting in May. The district has met with the City and Fire Department regarding traffic concerns on West Street. There are some serious safety concerns due to the direction of traffic. They are also studying whether to swap 2nd grade and Head Start at the North Street and West Street schools. There is a committee of about 40 working on that.

GEDC:

Myles Webster noted they are preparing for winter and snow. They were hoping to have some additional spaces leased by this meeting, but those are still outstanding. There are two leases out for execution, and a couple of tenants are changing up their spaces.

GEDC Committee Update:

Tracy noted that the experts that toured the facility provided some valuable feedback and insights about the building and its potential uses. They recommended completing a few initial studies, which would be helpful regardless of whether the IDA decides to keep, sell, or divide the building. The plans include: roof condition assessment, phase one environmental, and development of complete floorplans. Craig was able to get a quote for floorplans, but not the other studies. The floorplan quote was for \$20,500, which includes 3D scanning. This can be considered today, or we can seek additional quotes. Lowell suggested talking to a surveyor to see if they could create a basic floorplan. There was a question about the goals for having the floorplan, which Myles suggested would help us to better understand the flow of the building and the size of the existing spaces. Jason suggested doing the environmental and roof condition assessment first, as well as possibly an appraisal, as those will tell us more about the potential value of the building. Then we can decide if we want/need the floorplans, and to what level of detail. Anne asked for clarification regarding whether we are seeking a phase 1 or a phase 2 environmental. Tracy explained we are currently only seeking a phase 1. Lowell agreed, noting that the phase 1 will tell us if a phase 2 is needed. Tracy will follow up with the committee as additional quotes are received.

City Council Report:

Amie Hendrix, City Manager, reported that they potentially have multiple grants going in, particularly related to Pretzel Logic's move and expansion. The BID also had their retreat last night. They are interested in stronger collaboration between the BID, LDC and IDA. The zoning update is still ongoing, which will hopefully be going to council early in 2023.

IDA Projects:

Tracy stated that the conversation about a hospitality tax is ongoing. She also received an inquiry from UPS looking for some ideas, but no incentive discussion at this point.

UNFINISHED BUSINESS

Environmental Services Update:

Tracy explained that the current Plumley invoice went above and beyond the budget that was originally approved. This was a result of Plumley reworking the submission to DEC after review by Wendy Marsh. The final bill came out to about \$10,000 over the approved budget. It was clarified that the shift that caused this new work scope was due to an internal decision about the direction of the submission. The board would have appreciated more transparent communication about the change in the billing.

- Motion to pay the invoice by Rick Bley, second by Irene Rodriguez. Jason Fulton voted no, all others voted in favor. Motion passed.

NEW BUSINESS

Tracy recommended moving new business up on the agenda to do the executive session last, Anne agreed.

Nardozzi Land Sale:

Tracy explained that the current purchase contract expires at the end of the year. The current contract includes some contingencies, including that he complete a site plan approval prior to

closing. Nardoizzi would like to remove the contingencies, specifically the site plan approval piece. After discussion with the executive committee, Tracy reached out to James Nardoizzi asking for clarity about the timeline to site plan approval and construction if they are going to consider removing the contingencies. In this correspondence, she noted that if he did not respond by the time of the meeting, the board would consider a 3 month extension of the current contract to allow time for negotiation. He had not at the time of the meeting responded, so Tracy explained that the options are to let the contract expire or to provide an extension. She suggested adding additional language to the contract extension regarding code compliance to ensure that it is clear that he can't make any alterations to the site without site plan approval as there have been some concerns about some of the activities happening at the site. She also noted that there is a .2 acre parcel included in the deal that has a title issue. That parcel needs to be removed from the contract until title is cleared. Tracy recommended a per acre cost reduction. Anne noted that the land across from Zotos was only about \$15,000 dollars of total, and this parcel is a small component of that piece. It was suggested that the purchase price be left as is, and then when title is cleared we can still transfer that parcel.

- Motion to extend the existing purchase contract for 3 months with all existing contingencies, but removing the .2 acre parcel and adding stronger code compliance language by Rick Bley, second by Irene Rodriguez. RJ Passalacqua voted yes, all others voted no. Motion defeated.

It was asked what would happen if the contract expires. Tracy noted that he would need renegotiate a purchase contract or return it to its original state.

MRB Contract Discussion:

Tracy explained that the current services contract with MRB Group ends as of the January meeting. A new contract will be proposed at the meeting. The new contract will be structured a little differently, likely with a monthly amount for standard administration. Then any additional/unforeseen work will be quoted and billed hourly. Amie explained that they have paused the search for a Planning and Economic Development Director, but hope to restructure it and hire someone by mid-year. This contract with MRB can include work to transition administration to that new person.

Anne explained that services provided this year went over budget, but MRB Group did not bill for those additional hours. She suggested supplementing the 2020 contract with a payment of \$12,000, which is less than the total overage.

- Motion to compensate MRB Group in the amount of \$12,000 for services rendered in 2022 by Rick Bley, second by Lowell Dewey. Jason Fulton voted no, all others voted yes. Motion carried.

Beautification Proposal:

Tracy explained that the LDC had agreed to fund up to an additional \$30,000 of this proposal, and they have already contributed \$950 to support additional staff time in 2022. Further, it was decided to remove about \$1400 from the proposal that was intended to add additional seasonal staffing in 2022. The Geneva Growth group opted not to participate in the program. To fully fund the remainder of the proposal, we are seeking \$30,935 from the IDA. Amie Hendrix noted that this proposal will further supplement additional investments being made by the City in staffing and equipment to manage the existing and new landscaping. Tracy suggested developing a contract

that would align with the reporting that City will be requiring, and that will disburse funds for staffing on a monthly basis and all other expenditures on a cost incurred basis (i.e. pay vendors directly). This will ensure that the funding is used for its intended purposes without creating a cashflow problem for the BID.

- Motion to commit up to \$30,935 to the BID Beautification proposal with quarterly reporting, monthly disbursements for staffing, and incurred cost disbursements for non-staffing by Lowell Dewey, second by Rick Bley. Motion carried unanimously.

PARIS Documents:

Tracy noted that the draft Procurement and Investment reports were included in the packet, as well as the Accomplishments and Measurements reports that will be included in the annual report after the audit is complete.

- Motion to approve the provided PARIS documents by Rick Bley, second by RJ Passalacqua. Motion carried unanimously.

EXECUTIVE SESSION

- Motion to enter executive session to discuss the proposed acquisition, sale or lease of real property and proposed, pending or current litigation at 9:39am by Lowell Dewey. second by RJ Passalacqua. Motion carried unanimously.
- Motion to exit executive session at 10:01am by Lowell Dewey, second by Rick Bley. Motion carried unanimously.

ADJOURNMENT

- Motion to adjourn at 10:02am by Jason Fulton, second by RJ Passalacqua. Motion carried unanimously.

Geneva Industrial Development Agency

Balance Sheet

As of December 29, 2022

	Dec 29, 22
ASSETS	
Current Assets	
Checking/Savings	
1002 · LNB - City of Geneva IDA	48,021.96
1003 · LNB Money Market	150,026.08
1050 · Certificates of Deposit	
1051 · Lyons National Bank	75,000.00
Total 1050 · Certificates of Deposit	75,000.00
Total Checking/Savings	273,048.04
Accounts Receivable	
11000 · Accounts Receivable	
11050 · GEDC Roof Loan	90,010.00
11000 · Accounts Receivable - Other	195.00
Total 11000 · Accounts Receivable	90,205.00
Total Accounts Receivable	90,205.00
Total Current Assets	363,253.04
Other Assets	
1110 · Industrial Park Investment	47,000.00
1120 · 2 N Exchange St	27,616.59
Total Other Assets	74,616.59
TOTAL ASSETS	437,869.63
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	33,856.49
Total Accounts Payable	33,856.49
Other Current Liabilities	
20500 · Committed- BID Beautification	30,935.00
Total Other Current Liabilities	30,935.00
Total Current Liabilities	64,791.49
Total Liabilities	64,791.49
Equity	
3000 · Opening Bal Equity	483,253.37
3001 · Retained Earnings	-76,742.01
Net Income	-33,433.22
Total Equity	373,078.14
TOTAL LIABILITIES & EQUITY	437,869.63

Geneva Industrial Development Agency
Profit & Loss YTD Comparison
December 1 - 29, 2022

	Dec 1 - 29, 22	Oct 1 - Dec 29, 22
Income		
4020 · Income from Investments	0.00	6.27
4030 · Downtown Winery	195.00	585.00
Total Income	195.00	591.27
Expense		
5000 · Economic Development Support		
5003 · GEDC Support	841.15	841.15
Total 5000 · Economic Development Support	841.15	841.15
5040 · Professional Services		
5041 · Legal Services	0.00	280.00
5043 · Administrative Services	12,000.00	12,000.00
5049 · Other Professional Services	0.00	20,903.34
Total 5040 · Professional Services	12,000.00	33,183.34
Total Expense	12,841.15	34,024.49
Net Income	-12,646.15	-33,433.22

Webster Property Management, LLC

Webster Property Management
350 East Ave, Suite 203
Rochester, NY 14604
(585)465-5000

GEDC

47 Castle Street, Geneva, NY 14456

Owner Statement

Ownerships: 122 N Genesee St

Date Range: 12/01/22 - 12/31/22

	Current	YTD
<i>Beginning Bank Balance</i>	56,213.79	21,295.52
Income		
Rental Income	0.00	325.00
Rental Income	16,830.42	257,593.04
Application Fees	0.00	40.00
NSF Fees	0.00	35.00
CAM - Repairs & Maintenance	835.00	13,734.93
Utility Income	0.00	68,182.93
Gas & Propane	267.20	9,046.53
Water & Sewer	12.31	12.31
Electric	606.72	14,712.95
Unallocated Prepays	-400.00	94.62
Security Deposit Forfeitures	0.00	325.00
	18,151.65	364,102.31
Expense		
Management Fees Expense	1,149.27	27,106.95
Commissions & Fees Expense	600.00	3,067.50
Insurance Expense	2,268.00	24,948.00
Repairs & Maintenance Expense	8,544.35	86,125.64
Utilities Expense	6,801.60	125,072.81
Water & Sewer	0.00	44.97
Garbage	123.00	817.00
CAM - Utilities	0.00	1,504.11
Office Expense (non-posting)	0.00	83.19
Internet Services	0.00	360.00
Telephone Services	0.00	2,363.94
Labor	0.00	15,353.75
Mortgage Interest Expense	1,772.27	22,070.91
	21,258.49	308,918.77
Net Income/Loss	-3,106.84	55,183.54
<i>Ending Bank Balance</i>	49,000.91	49,000.91
Cash Requirements		
Total Reserve:	0.00	
Security Deposits Held:	15,845.00	

Total Requirements

15,845.00

COMMENTS	

GEDC Tenant Activity Report

Banner Door (B104)

No activity to report

City of Geneva DPW (A311)

No activity to report

David Lee Foster, Esq. (A107)

No activity to report

Designing Sunny (A301)

- Renewed lease for another year (1/1/23-12/31/23)

FLX Glassware (Chad Lahr) (A309)

- Working on moving into a smaller space

FLX Hospitality (B102)

- Will be taking on A307

Food Justice (B101)

No activity report

Geneva Sound Factory (A102)

No activity report

Geneva Theatre Guild (A305)

No activity to report

Gleichauf Agency, LLC (A103)

- Lease ends 2/28/23 and will not be renewing

Hudson Data, LLC (A302)

No activity to report

Ibero American Action League (A100)

No activity report

JB Paper Company (VIRTUAL)

No activity to report

Jason G. Swartley / Financial Partners of Upstate NY (A203)

- Lease ends 2/28/23 - Myles is working on a rent increase with Jason for renewal



J. Anderson, Cabinetmaker

No activity to report

KitGen (City of Geneva) (B102)

No activity to report

Lyons National Bank (A308)

No activity to report

Pretzel Logic (A303)

- In discussions regarding lease extension and payment plan
- New heater being installed 12/30

Real Eats America, Inc. (B100, B103, A204, A301)

- Balance has been paid off
- Still holding their security deposit. Working with DPW to come up with an amount to withhold.

Super Casuals (A310)

No activity to report

Uncharted Spirits (A312)

No activity to report

Unity House of Cayuga County (A206)

No activity report

Big D's Auction (A306)

- Lease 1/1/2023 - 3/31/2023

Impact Earth (Warehouse B103A)

- Lease 11/1/2022 - 3/31/2023

Misc:

- Collecting tenant insurance information and forklift certifications

Current Prospects:

1. **Claudia Cohen / Chad Cassano** - Performing arts for youth with disabilities –Has not backed out of the deal but are slow moving because they are trying to acquire grants
2. **Crossfit Gym** - Interested in part of Pretzel Logic's space that they are moving out of at the end of the month moving forward - in the process of getting a loan and will sign lease soon once that's received
3. **FLX Glassware** - Interested in putting up batting cages and turf field in Pretzel Logics old space
4. **Pam Rapoza** - Looking for a large industrial space they can produce a show in. FLX Theatre444



VACANCY:

A101: 1251sqft

A104: 380sqft

A105: 210sqft

A106: 350sqft

A109: 119sqft

A204: 663sqft

A205: 585sqft

A209: 1150sqft

A210 (asbestos): 1369sqft

A211 (asbestos): 1177sqft

A216 (asbestos): N/A

A307: 2,610sqft

A309: 9,250sqft

B103: 19,432sqft

TOTAL: 46,498sqft

Maintenance:

- Asbestos in section 210,211,216 should be addressed to get space rented

Accounting:

(attached)

December 19, 2022

Craig Webster
122 N. Genesee Street
Geneva, New York 14456

Dear Mr. Webster,

Lozier Environmental Consulting, Inc. is pleased to present you with the following proposal regarding a Pre-Renovation Asbestos Survey of the interior/exterior for 122 N. Genesee Street, Geneva, New York 14456.

Scope of Work

Lozier will provide New York State Department of Labor certified Asbestos Inspectors to conduct the asbestos inspection in accordance with New York State Code Rule 56, and in the manner prescribed by the USEPA AHERA protocol established in 40 CFR 763.

Asbestos Bulk Sample Analysis

Lozier is certified by the New York State Department of Health through the Environmental Laboratory Approval Program NYS ELAP ID# 11770 for the analysis of asbestos as bulk material, airborne fibers, and settled dust or debris. Bulk sample analysis shall be performed by polarized light microscopy (PLM) method.

All negative non-friable organically bound materials (NOB) will be noted on the PLM report with the following disclaimer as per NYS ELAP: *Polarized light microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative transmission electron microscopy is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing.* For future demolition purposes, all negative NOB materials will be confirmed by TEM (transmission electron microscopy) analysis.

Fee Proposal

Lozier hereby proposes to conduct the inspection, sampling, sample analysis, and report generation for the following estimate:

Item		Cost
Labor and reporting		\$2200/Lump Sum
PLM Analysis 2 day turnaround		\$23 per sample
TEM Analysis 5 day turnaround		\$60/per sample

Per the conversation with the client, floor plans will be provided. Lozier anticipates the survey costing between \$9000-\$15,000. In addition to the labor and reporting costs, client will be invoiced for the exact number of samples collected and analyzed.

We appreciate this opportunity to provide you with our professional services. If you have any questions, please contact me at 585-750-0327.

Sincerely,

Sam Lombardo

Sam Lombardo
Asbestos Services

Client Approval

December 22, 2022

Anne Nenneau, Chair
Geneva Industrial Development Agency
47 Castle Street
Geneva, New York 14456

**RE: PROFESSIONAL SERVICES AGREEMENT 2023
ECONOMIC DEVELOPMENT AND MANAGEMENT SERVICES—GENEVA IDA**

Dear Ms. Nenneau:

The City of Geneva has established a clear vision for economic and community development and has developed a strong organizational infrastructure to advance your development goals and objectives. The City's Industrial Development Agency represents a unique asset with a diverse set of powers and other tools to accelerate development and growth in the City.

Over the last year, MRB has been providing administration, staffing, compliance, and implementation support to the IDA as the City of Geneva continues to rebuild staffing levels. It is our understanding that the IDA requires similar services in 2023, but that it is likely that some or all of these responsibilities will transition to a City staff person at some time during the year. As you are aware, MRB Group has established an economic development team, with a diverse skillset and range of expertise perfectly aligned with the IDA's needs for organizational management and economic development strategy implementation. While there are over a dozen economic development and planning professionals on MRB's SmarterLocalGov team, the primary team for the Geneva Industrial Development Agency would include:

- *Tracy Verrier, Senior Economic Analyst (Project Manager):* Tracy will continue to serve as the primary project manager for this effort. Tracy serves communities throughout New York State with their economic development needs, and has a strong background in community development organizational management. At MRB Group, she has supported the launch and continued organizational development of several economic development organizations. In her service prior to MRB Group, she served as an executive director to the Cayuga County and Auburn IDAs, the

Cayuga Economic Development Agency, and the Auburn Local Development Corporation.

- *Matt Horn, Director of Local Government Services (Client Manager/Developer Contact):* Matt currently supports multiple communities in their downtown revitalization, housing development, and business attraction efforts. A long-time Geneva resident, Matt served as the executive director of Geneva's IDA prior to joining MRB Group and has intimate familiarity with development opportunities and the role of the IDA in Geneva economic development.
- *Emma Falkenstein, Planning Associate (Administrative & Implementation Support):* Emma currently works with multiple communities throughout New York State on their comprehensive planning and grant writing needs and specializes in urban revitalization strategies and community stakeholder engagement. An alumna of Hobart and William Smith Colleges, Emma is very familiar with Geneva.

Our project team has supported and provides current economic development and organizational management support to a number of local government economic development organizations. Similar projects include:

- *Management and Economic Development Services—Canandaigua Local Development Corporation:* MRB Group supported the launch of a joint venture between the City and Town of Canandaigua for a combined economic development effort and has served as the executive management partner for the agency since its inception in 2018.
- *Organizational Framework Development, Launch, and Ongoing Compliance Support—Cape Vincent Local Development Corporation:* MRB Group helped the Village and Town of Cape Vincent to develop an organizational framework and regulatory compliance measures for a new joint Local Development Corporation, which recently launched in Fall 2022. The organization has further engaged MRB Group to provide ongoing compliance support.
- *Comprehensive Economic Development Strategy—Erie County IDA:* MRB Group's economic development team worked with the Erie County Industrial Development Agency on an update to its Comprehensive

Economic Development Strategy (CEDS). The effort entailed market analysis, public engagement, and the development of strategic development initiatives. Currently, ECIDA has engaged MRB Group to assist in launching and facilitating a new CEDS implementation committee consisting of relevant partner organizations to track and ensure ongoing progress toward the CEDS goals.

- *Project Impact Analysis—Multiple Clients:* In 2021, MRB Group developed a proprietary software tool to assist local governments and IDAs in measuring the impacts of potential projects and associated incentive packages. This tool is currently being used by over 40 IDAs across New York State.

I. Project Overview

Our engagement contemplates total management and economic development support to the IDA, including:

ADMINISTRATION

- A. Meeting Facilitation
 Our Project Manager will support the IDA in a range of tasks, including producing agendas, minutes, and other meeting materials for the Board and existing committees, ensuring that the Board's time is well-spent on your priorities. Additionally, we will support financial recordkeeping and performance management of the IDA and associated ventures (Industrial Park, GEDC, etc.)
- B. Regulatory Compliance
 We will ensure that all required reporting and other regulatory matters are addressed in order to maintain a positive relationship with the State of New York.
- C. Project Support
 We will work with the IDA's legal team to support existing and prospective IDA projects through the incentive application, evaluation, execution, and reporting process. The extent appropriate, our team will act as a point-of-contact for economic development prospects, directing them to the most relevant resources for their development needs. We will also continue to

support and implement existing IDA programming, such as the BID Beautification Proposal and Gateway redevelopment.

D. Transition Support

If/when the time comes, the MRB team will help to transition any or all services, documents, files, and processes to City staff as directed by the IDA Board.

PROGRAMMING

E. Strategy Implementation & General Economic Development Services

Capitalizing on the visioning work that the community has already completed, we will activate your strategic imperatives and support the development and deployment of new programs and initiatives to advance you toward your vision. This could include supporting the IDA's branding and outbound messaging and assessing and enhancing the City's economic development infrastructure.

II. Scope of Services and Compensation

To effectively address the scope as identified above, our team has developed the following project elements and associated pricing:

ADMINISTRATION

A. Meeting Facilitation

We will support the Board in developing materials necessary for effective meetings and supporting monthly and annual operational processes. This includes:

1. Facilitating Board and Existing Committee Meetings
2. Minutes and Financial Recordkeeping

B. Regulatory Compliance

We will work with the Board to facilitate compliance with state and federal regulations associated with Board operations. This includes:

1. Annual Public Authority Accountability Act Compliance Filings
2. Facilitating Annual Budget and Audit Processes
3. Other Compliance Matters as Needed

- C. Project Support
We will work with the Board to advance existing IDA initiatives and manage new applications for financial assistance. This includes:
 - 1. Serving as a Point-of-Contact for economic development prospects
 - 2. Assisting in management of existing IDA ventures and initiatives
 - 3. Assisting up to 2 new incentive program applicants through Closing

- D. Transition Support
We will work with the IDA Board and appropriate City staff to transition IDA administration. This includes:
 - 1. Transferring all relevant IDA files and documents
 - 2. Providing a compliance calendar to ensure future deadlines are met
 - 3. Meeting with City staff to provide current status of all projects, initiatives, and compliance processes

Compensation flat fee of \$4,200.00/month

PROGRAMMING

MRB Group will provide all services under this “programming” section of the contract on a time-and-expense basis.

- E. Strategy Implementation & General Economic Development Services
We will work with the Board to identify, develop and advance new initiatives that align with the IDA's purpose, mission, and goals. Our team will support the Geneva community in ensuring competitiveness for regional prospect activity. This work could include, but is not limited to:
 - 1. Developing Outbound Messaging and Communications Tools
 - 2. Developing Program and Project Concepts for Board Approval

3. Implementing New Programs and Projects Approved by the Board
4. Prospect Management and Business Retention Support
5. Advancing Strategic Imperatives as Developed
6. Creating/Promoting Programs to Accelerate Board Strategy
7. Grant Research, Writing, and Administration
8. Economic Impact Analyses

MRB Group will not conduct services under this section of the contract without prior authorization and additional budgetary allocation by the IDA Board.

MRB Group's Standard Rates for 2023 are:

- Director time: \$230/hour
- Senior Analyst time: \$180/hour
- Analyst time: \$145/hour
- Planning Associate time: \$135/hour
- Grant Analyst: \$100/hour

Other expenses are charged as follows:

- Mileage at the then-current federal rate
- All other expenses, if any, charged at cost

The cost figures shown above represent our hourly, not-to-exceed amount. Any additional work beyond this fee and outside the scope of this proposal would be reviewed with the Client. MRB Group shall submit monthly statements for services rendered during each invoicing period based on the efforts performed during that period. MRB Group Standard Rates are subject to annual adjustment.

III. Project Schedule

This scope of work is intended to cover the period spanning January 7, 2023, through January 5, 2024. It is understood that part of all of the scope may be transitioned to City staff at some time during the term of this contract.

IV. Exclusions

By way of this agreement, MRB Group intends to support the Industrial Development Agency as advisors and execution partners. Any financial and/or fiduciary responsibility rests solely with the Board of Directors, and cannot be allocated to or assumed by MRB Group.

As such, our team members will prepare reports, advance purchasing procedures, and conduct other business on behalf of the IDA Board of Directors. However, we are unable to execute documents on your behalf, and cannot handle or maintain responsibility for cash, cash equivalents, or other financial instruments on behalf of the IDA.

As an alternative, we will support the Chair, Board Treasurer, or other Board designees via preparation of necessary documentation, to be executed by those designated Board representatives.

V. Standard Terms and Conditions

Attached hereto and made part of this Agreement is MRB Group's *Standard Terms and Conditions*.

[Signature page follows, nothing below this line.]

If this proposal is acceptable to you, please sign where indicated and return one copy to our office. We have included an additional copy for your records. Thank you for your consideration of our firm. We look forward to working with you on this project.

Sincerely,



Matt Horn
Director, Local Government Services



James J. Oberst, P.E., LEED AP
Executive Vice President / C.O.O.

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PROPOSAL ACCEPTED FOR THE GENEVA INDUSTRIAL DEVELOPMENT AGENCY BY:

Signature

Title

Date

**MRB GROUP, ENGINEERING, ARCHITECTURE, SURVEYING, D.P.C.
AGREEMENT FOR PROFESSIONAL SERVICES
STANDARD TERMS AND CONDITIONS**

A. TERMINATION

This Agreement may be terminated by either party with seven days' written notice in the event of substantial failure to perform in accordance with the terms hereof by one party through no fault of the other party. If this Agreement is so terminated, the Professional Services Organization (hereinafter referred to as P.S.O.) shall be paid for services performed on the basis of his reasonable estimate for the portion of work completed prior to termination. In the event of any termination, the P.S.O. shall be paid all terminal expenses resulting therefrom, plus payment for additional services then due. Any primary payment made shall be credited toward any terminal payment due the P.S.O. If, prior to termination of this Agreement, any work designed or specified by the P.S.O. during any phase of the work is abandoned, after written notice from the client, the P.S.O. shall be paid for services performed on account of it prior to receipt of such notice from the client.

B. OWNERSHIP OF DOCUMENTS

All reports, drawings, specifications, computer files, field data and other documents prepared by the P.S.O. are instruments of service and shall remain the property of the P.S.O. The client shall not reuse or make any modification to the instruments of service without the written permission of the P.S.O. The client agrees to defend, indemnify and hold harmless the P.S.O. from all claims, damages, liabilities and costs, including attorneys' fees, arising from reuse or modification of the instruments of service by the client or any person or entity that acquires or obtains the instruments of service from or through the client.

C. ESTIMATES

Since the P.S.O. has no control over the cost of labor and materials, or over competitive bidding and market conditions, the estimates of construction cost provided for herein are to be made on the basis of his experience and qualifications, but the P.S.O. does not guarantee the accuracy of such estimates as compared to the Contractor's bid or the project construction cost.

D. INSURANCE

The P.S.O. agrees to procure and maintain insurance at the P.S.O.'s expense, such insurance as will protect him and the client from claims under the Workmen's Compensation Act and from claims for bodily injury, death or property damage which may arise from the negligent performance by the P.S.O. or his representative.

E. INDEPENDENT CONTRACTOR

The P.S.O. agrees that in accordance with its status as an independent contractor, it will conduct itself with such status, that it will neither hold itself out as nor claim to be an officer or employee of the client, by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the client, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits or Social Security coverage.

F. SUCCESSORS AND ASSIGNS

The client and the P.S.O. each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the client nor the P.S.O. shall assign, submit or transfer his interest in this Agreement without the written consent of the other.

G. P.S.O. NOT RESPONSIBLE FOR SAFETY PROVISIONS

The P.S.O. is not responsible for construction means, methods, techniques, sequences or procedures, time of performance, programs, or for any safety precautions in connection with the construction work. The P.S.O. is not responsible for the Contractor's failure to execute the work in accordance with the Contract Drawings and/or Specifications.

H. INVOICES AND PAYMENT

Client will pay MRB Group, Engineering, Architecture, Surveying, D.P.C. for services in respect of the period during which Services are performed in accordance with the fee structure and work estimate set forth in the proposal. Invoices will be submitted on a periodic basis, or upon completion of Services, as indicated in the proposal or contract. All invoices are due upon receipt. Any invoice remaining unpaid after 30 days will bear interest from such date at 1.5 percent per month or at the maximum lawful interest rate, if such lawful rate is less than 1.5 percent per month. If client fails to pay any invoice when due, MRB may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of Services upon ten (10) days prior written notice by MRB to client. Notwithstanding any termination of Services by MRB for non-payment of Invoices, Client shall pay MRB in full for all Services rendered by MRB to the date of termination of Services plus all interest and termination costs and expenses incurred by MRB that are related to such termination. Client shall be liable to reimburse MRB for all costs and expenses of collection, including reasonable attorney's fees.

I. FEES REQUIRED FROM JURISDICTIONAL AGENCIES

MRB Group, D.P.C. is not responsible for nor does the Compensation Schedule established in the Agreement include fees or payments required of jurisdictional agencies. The client herein agrees to pay all application, entrance, recording and/or service fees required by said agencies.

J. P.S.O. NOT AN EMPLOYEE

The P.S.O. agrees not to hold himself out as an officer, employee or agent of the Owner, nor shall he make any claim against the Owner as an officer, employee or agent thereof for such benefits accruing to said officers, employees or agents.

K. INDEMNITY

The Owner will require any Contractor and Subcontractors performing the work to hold it harmless and indemnify and defend the Owner and P.S.O., their officers, employees and agents from all claims resulting from the Contractor's negligence in the performance of the work.