

**MADISON COUNTY FISCAL COURT
MADISON COUNTY, KY
RESOLUTION 2024-28**

**A RESOLUTION TO APPROVE A PROFESSIONAL SERVICES
AGREEMENT BETWEEN THE MADISON COUNTY FISCAL COURT
AND MWM CONSULTING, LLC**

WHEREAS, the Madison County Fiscal Court (the "County") wishes to enter into a Professional Services Agreement with MWM Consulting, LLC; and

WHEREAS, economic development and the creation of jobs is a priority for Madison County; and

WHEREAS, the County has been pleased with the economic development representation and consulting services MWM Consulting, LLC has provided and wishes to enter into this Agreement that will lay a solid foundation for strategic and long-term economic growth; and

NOW, THEREFORE, BE IT RESOLVED THAT THE FISCAL COURT DOES HEREBY APPROVE THIS RESOLUTION AND AUTHORIZES THE JUDGE EXECUTIVE AND/OR HIS DESIGNEE TO NEGOTIATE AND EXECUTE CONTRACTS ON BEHALF OF THE COUNTY.

Motion made by Combs, seconded by Botkin.

Vote:	Yes	No
Judge Executive Reagan Taylor	<u>✓</u>	_____
Magistrate James Brian Combs	<u>✓</u>	_____
Magistrate Stephen Lochmueller	<u>✓</u>	_____
Magistrate Billy Ray Hughes	<u>✓</u>	_____
Magistrate Tom Botkin	<u>✓</u>	_____

Signed:
[Signature]
Reagan Taylor
Madison County Judge Executive

4-9-2024
Date

Attested:
[Signature]
Kenny Barger
Madison County Clerk

4-9-2024
Date

THIS CONSULTING AGREEMENT is made and entered into effective as of the 9th day of April 2024, by and between **MWM Consulting, LLC**, a Kentucky limited liability company (“Consultant”), and the **Madison County Fiscal Court**, (“the Community”).

WITNESSETH:

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Services to be Provided.

(a) The Community hereby engages Consultant and Consultant hereby accepts such engagement, to provide such consulting services as the Community may reasonably request in connection with the business of the Community identified on Exhibit “A” attached hereto and incorporated herein.

(b) Consultant agrees that during the term of this Agreement, it will perform such duties to the best of its ability and in a diligent manner. Consultant shall be permitted to engage in other business interests of Consultant including, but not limited to contracting with persons and entities that the Community may do business with, so long as such business activity does not interfere with the performance of Consultant’s duties and obligations hereunder.

2. Term. The term of this Agreement shall commence on July 1, 2024, and shall end on June 30, 2025.

3. Compensation. In exchange for the services provided by Consultant, Consultant shall be paid in accordance with Exhibit “B” attached hereto and incorporated herein.

4. Confidentiality. Consultant acknowledges and agrees that any Confidential Information obtained by Consultant while engaged pursuant to this Agreement concerning the Community is important to the Community and to the effective operation of the Community’s business. The term “Confidential Information” shall include all the Community’s information, documentation, data, materials, trade secrets, business processes, and intellectual property, but shall not include, and the obligations imposed under this Agreement shall not apply to Confidential Information that is: (a) made public by the Community; (b) generally available to the public other than by a breach of this Agreement by Consultant; (c) was known to Consultant prior to receipt from the Community; and/or (d) rightfully received from a third person having the legal right to disclose the Confidential Information free of any obligation of confidence.

Consultant will not use or disclose to any third party the Confidential Information for any purpose other than to perform its obligations and exercise its rights granted under this Agreement. If Consultant is legally requested or required to disclose the Confidential Information to any third party, Consultant shall promptly notify the Community of such request or requirement prior to disclosure so the Community may seek an appropriate protective order and/or waive compliance with the terms of this Agreement. Consultant agrees to protect the confidentiality of the Confidential Information in the same manner and utilizing the same safeguards that it protects the confidentiality of its own proprietary and confidential information, but in no event using less than reasonable care.

5. Independent Contractor.

(a) The Community and Consultant hereby affirm that Consultant is an independent contractor and not an employee of the Community. Consultant acknowledges and understands that, as an independent contractor, Consultant will not be eligible for any benefits or privileges to which employees of the Community are entitled. Rather, the only benefits or privileges for which Consultant may be eligible are those specifically set forth in this Agreement. Consultant also acknowledges that, as an independent contractor, the compensation that Consultant receives pursuant to this Agreement shall not be considered “wages” for purposes of income tax withholding, the Federal Insurance Contributions Act (“FICA”), and unemployment taxes. Consultant further acknowledges that Consultant is solely responsible for any tax liability arising from payments made under this Agreement, and Consultant agrees to indemnify the Community fully from any and all liability that might be assessed against the Community for Consultant’s failure to withhold or pay taxes on such compensation.

(b) Consultant shall not have any authority to assume or create any obligation, express or implied, on behalf of the Community, and Consultant shall have no authority to represent the Community as an employee or agent or in any other capacity.

(c) With respect to all services rendered under the terms of this Agreement, Consultant agrees that Consultant, (i) shall not be eligible for, nor make any claim or seek participation in any Community employee benefit plan, policy, or practice, including but not limited to any savings, pension, bonus, health, welfare, severance, or vacation plan, policy or practice, even if Consultant, is, or is deemed classified at any time by a finding by any agency, court or other tribunal or by any other means, as, for any purpose, an “employee” or a “common law employee” of the Community or any affiliate thereof, or (ii) to the fullest extent allowed by law, shall not be eligible for, nor make any claim under, any workers compensation plan or unemployment insurance.

6. Cooperation with the Community After Termination. Following termination of this Agreement, Consultant shall fully cooperate with the Community in all matters relating to the winding up of work on behalf of the Community and the orderly transfer of any pending work to such persons as may be designated by the Community.

7. Surrender of Books and Records. Consultant acknowledges that all files, records, lists, books, literature, and other materials owned by the Community or used by it in connection with the conduct of its business shall at all times remain the property of the Community. Upon termination of this Agreement, regardless of cause, Consultant, or its representative in case of death, will surrender to the Community all such files, records, lists, books, literature and other materials.

8. Limitations on Liability. Consultant’s and its owners’ and employees’ total liability arising out of this Agreement shall be limited to an amount equal to the lesser of (a) the fees paid to Consultant during the course of this Agreement or (b) \$5,000.00. In no event shall either party or its owners or employees be liable to any other party for any indirect, incidental, special, consequential or exemplary damages. Each party shall use commercially reasonable efforts or fulfill its obligations hereunder, but shall in no event be responsible for any failure or delay in performance due to any catastrophe, act of God or government authority, civil strife, or any other

cause beyond the control of such party.

9. Out-of-Pocket Expenditures. Out-of-pocket expenditures shall be paid in accordance with Exhibit "B" attached hereto and incorporated herein and will be included in the next monthly invoice.

10. Miscellaneous.

(a) Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Kentucky without regards to its choice of law provisions.

(b) Validity. The invalidity or unenforceability of any provisions of the Agreement shall not affect the validity or enforceability of any other provisions of the Agreement and such other provisions shall remain in full force and effect.

(c) Modification and Amendment. This Agreement shall not be modified or amended except by an instrument in writing signed by or on behalf of the parties hereto.

(d) Notices. All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing will be deemed to have been given on the date of delivery personally or by confirmed facsimile or by deposit in the United States Mail postage prepaid by registered or certified mail, return receipt requested, addressed as follows, until changed by written notice to the other party:

To Consultant: MWM Consulting, LLC
135 West Short Street
Lexington, Kentucky 40507

To the Community: Madison County Fiscal Court
135 West Irvine Street
Richmond, KY 40475

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

MWM CONSULTING, LLC

By: *Lucas Witt*

Its: *Member*

MADISON COUNTY FISCAL COURT

By: *R-29*

Its: JUDGE EXECUTIVE

EXHIBIT "A"

SERVICES

Please refer to the Proposal to Madison County Fiscal Court for services to be provided by MWM Consulting.

EXHIBIT "B"

COMPENSATION

1. **Economic Development Services.** The Community shall pay Consultant during the term of this Agreement, on or before the 10th day of each month in advance at the place for service of notice to Consultant as provided above or at such other place as Consultant may direct, a total Base Consulting Fee of \$66,000 payable in twelve (12) monthly payments of \$5,500 each (the "Base Consulting Fee").
2. **Brokerage Fee.** BLOCK+LOT Real Estate, LLC will be compensated based upon the acquisition of property. Compensation to be negotiated with the Land Seller. Traditional compensation rate is 3% to 6% of purchase price. Should the seller be unwilling to compensate BLOCK+LOT for their real estate services, an alternative fee structure would need to be determined.



859.303.8310
mwm-llc.com
135 W Short St, Lexington, KY 40507

PROPOSAL TO MADISON COUNTY FISCAL COURT

April 9, 2024

Judge Executive Reagan Taylor
Madison County Judge Executive
135 West Irvine Street
Richmond, KY 40475

RE: Proposal for Economic Development Services
Madison County Fiscal Court
Madison County, KY

Dear Judge Taylor:

MWM Consulting appreciates the opportunity to present this proposal to the Madison County Fiscal Court. MWM's goal is to provide economic development representation and consulting services that will lay a solid foundation for strategic and long-term economic growth. Included in this proposal document is our understanding of the court's desired deliverables, our scope of services and the fee associated with the anticipated work throughout the duration of the contract.

Please review this proposal and let us know if you have any questions or need any additional information.

Sincerely,
MWM CONSULTING

SCOPE OF WORK

PROPERTY IDENTIFICATION & SITE ACQUISITION will include property tours; Site verification; Utility capacity; Logistics analysis; Planning, zoning and permitting; Environmental Review; procuring bids for site due diligence and site preparation for sites identified in the Phase I Industrial Property Analysis; and assisting Madison County in securing site(s) of interest via option agreements.

REPRESENTATION FOR REGIONAL KPDI PROJECT MWM Consulting will guide the Fiscal Court through the competitive Kentucky Product Development Initiative (KPDI), Round 2, investment program, providing strategic counsel and support to maximize opportunities for success.

STAKEHOLDER ENGAGEMENT will include day-to-day correspondence with local, regional, and state leaders and entities.

PROJECT/CLIENT MANAGEMENT will include activities associated with submission of sites for consideration by an expanding or new industrial client.

DEVELOPMENT MANAGEMENT will include activities associated with design and layout of project site along with managing relationships with architects, engineers and general contractors.

Term: MWM Consulting proposes a 12-month contract to commence on July 1, 2024.

PROPERTY IDENTIFICATION & SITE ACQUISITION

Objective: To identify, assess, and secure strategically viable properties conducive to industrial growth in Madison County.

To attract industrial growth, communities must offer attractive and marketable properties. Leveraging our expertise and resources in property assessment, development and marketing will allow us to identify and evaluate current and prospective properties tailored to specific industries. Our approach includes targeted recommendations on optimizing site and building marketing strategies, as well as outlining necessary infrastructure enhancements. A comprehensive plan to mitigate barriers to development will be developed through collaboration with key partners.

Sites will be identified and recommended based on utility capacity; logistical access; planning, zoning, and permitting; topography; environmental desktop review; marketability; and ability to match market demand for industrial product.

MWM Consulting will partner with its affiliate company, BLOCK+LOT Real Estate, LLC, in the site acquisition stage.

Select and Secure Sites





After identifying prime sites with high marketability and ROI potential, MWM Consulting will cross reference available resources and infrastructure to provide feedback on acquisition and development. Subsequently, upon selecting sites for further analysis, MWM Consulting, in collaboration with BLOCK+LOT Real Estate, will engage property owners to secure an option on the property or for the outright purchase of the property. This proactive approach is essential as it ensures public control of the site, mitigating concerns among potential buyers regarding the owner's willingness to sell. MWM recognizes the critical importance of securing land control, viewing it as imperative for fostering investor confidence and facilitating smooth development process.

Site Due Diligence

Risk avoidance in the form of site preparedness is crucial to site selection decisions. It is critical for companies to thoroughly perform the due diligence and planning of industrial sites as part of the local decision-making process.

Following the execution of an Option Agreement or Purchase Agreement, MWM Consulting advises the Fiscal Court to engage an engineering firm specializing in environmental, geotechnical, and engineering services to evaluate environmental factors such as floodplain, wetlands, soils, threatened and endangered species, and historical structures; understand the developable acreage and any potential environmental hazards; and obtain, if appropriate, formal Phase I ESAs, Geotechnical Assessments, and other related work. These findings can be instrumental in informing future interested parties and facilitating informed decision-making processes.

REPRESENTATION FOR PDI SITE DEVELOPMENT PROGRAM

Objective: To provide strategic guidance to the Fiscal Court to optimize funding allocation and match contribution, ensuring alignment with initiative objective and maximizing benefits from the future Regional Authority.

Now that the Central Kentucky Regional Industrial Site has received the Cabinet for Economic Development's recommendation for funding through the Kentucky Product Development Initiative, Round 2, MWM Consulting will provide strategic guidance to the Fiscal Court. Our role encompasses navigating critical decisions, including determining the appropriate funding allocation and match contribution from the Fiscal Court. With our expertise, we will ensure that the Fiscal Court is equipped to make informed choices that align with the objectives of the initiative and maximize the benefits for our client, from the development of the interlocal agreement to site development.

STAKEHOLDER ENGAGEMENT

Objective: Foster community engagement, collaborate with leaders, and coordinate with government bodies to drive strategic growth initiative for the County.





MWM Consulting will seek to gather insights and perspectives from community stakeholders related to their vision for growth, explore opportunities for collaboration and help define strategies, objectives, and action items that can serve as a benchmark for short-term and long-term growth.

MWM Consulting will be responsible for ongoing communication with the local, regional, and state entities, including but not limited to the Cabinet for Economic Development, Public Protection Cabinet, Energy and Environment Cabinet, Education and Workforce Development Cabinet, and other pertinent agencies to share:

- The community's existing industry growth plans
- Up-to-date information on the state's Product Development Initiative and other relative funding mechanisms
- Travel to Frankfort when needed to present on behalf of the community's economic development initiatives

PROJECT/CLIENT MANAGEMENT

Objective: To ensure smooth exchanges between Madison County and prospective industrial clients, manage RFI submissions and site visits, and tax incentives for robust economic development.

Central to our role is efficient project and client management, facilitating seamless exchange between Madison County and prospective industrial clients. Following the acquisition of a site for industrial development, MWM will orchestrate site visits for potential business (when requested), facilitate information gathering, and collaborate with utility partners to ensure a seamless experience. Additionally, we will promptly respond to Requests for Information (RFIs) following property identification and security by the Fiscal Court.

DEVELOPMENT MANAGEMENT

Objective: Lead the development process for acquired industrial sites.

Upon Madison County Fiscal Court acquiring a site(s) for industrial development, MWM Consulting will assist in the development phase, leveraging market insights to inform strategic decision making. MWM will oversee the identification and project management of architects, engineers, and general contractors throughout the site development process, and ensure alignment with project objective and timelines.





Timeline and Cost of Services:

MWM Consulting’s fees encompass the suite of services outlined above. The fees do not include external expenses from outside parties such as engineering work, or real estate fees associated with option agreements or purchase contracts.

Services	Activities	Timing & Terms of Payment	Payment Amount
Economic Development Services	See Above	<p>Paid once a month on the first of every month</p> <p>Term: MWM Consulting proposes a 12-month contract to commence July 1, 2024.</p>	\$5,500 per month
Site Acquisition	Securing Option Agreement or Purchase of Property	<p>BLOCK+LOT Real Estate, LLC will be compensated based upon the acquisition of property. Compensation to be negotiated with the Land Seller. Traditional compensation rate is 3% to 6% of purchase price.</p> <p>Should the seller be unwilling to compensate BLOCK+LOT for their real estate services, an alternative fee structure would need to be determined.</p>	TBD

MWM Consulting would like to thank the Madison County Fiscal Court for their consideration. Through our team’s unique experiences and backgrounds, we are confident we can help the County grow in their economic development efforts. We look forward to developing a long-term partnership.

Sincerely,
 Lucas Witt
 Co-Founder & Partner
 MWM Consulting, LLC

