

RESOLUTION NO. 2017-02

**A RESOLUTION AUTHORIZING THE EXECUTION BY
THE CHAIRMAN OF THE DISTRICT OF AN
AGREEMENT BETWEEN THE DISTRICT AND THE
CONSULTING FIRM OF MISSION MAPPING, FOR
CONSULTING SERVICES FOR THE DOWNTOWN
COMMUNITY IMPROVEMENT DISTRICT GATEWAYS
CAPITAL CAMPAIGN**

WHEREAS, the Downtown Community Improvement District (the "District"), which was formed on February 7, 2011, by Ordinance No. 20866 (the "Ordinance") of the City Council of the City of Columbia, Missouri, is a political subdivision of the State of Missouri and is transacting business and exercising powers granted pursuant to the Community Improvement District Act, Sections 67.1401 through 67.1571, RSMo., as amended ("the Act"); and

WHEREAS, 67.1461.1 of the Act grants the board of directors (the "Board of Directors") of the District the authority to possess and exercise all of the District's legislative and executive powers; and

WHEREAS, Mission Mapping ("MISSION MAPPING") submitted the proposal/agreement to consult for the Gateways Capital Campaign attached hereto as Exhibit A; and

WHEREAS, the Board of Directors determined that Mission Mapping has best satisfied the criteria for selection of services under the District's competitive bidding policies and as set forth in the request for qualifications produced by the District with respect to the Mission Mapping Agreement, including that Mission Mapping has the specialized experience and technical competence with respect to the consulting services sought, the capacity and capability to perform the services in the time required, a history and record of past performance that is acceptable, and familiarity with governmental entities such as a community improvement district; and

WHEREAS, the Board of Directors desires to engage Mission Mapping to perform the consulting services for the District as described in the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:

1. The Board of Directors hereby approves the Mission Mapping Agreement and the Chairman of the District is authorized to execute, and the Secretary is authorized to attest on behalf of the District, an agreement in substantially the form as the Mission Mapping Agreement attached hereto as Exhibit A.

2. This resolution shall be in full force and effect from and after its passage by the Board of Directors.

Passed this 11th day of October, 2016.

_____, Chairman of the Board of
Directors

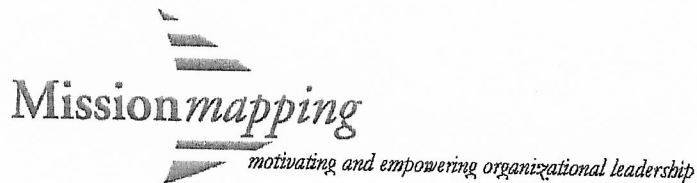
(SEAL)

Attest:

_____, Secretary of the Board of Directors

**EXHIBIT A
TO RESOLUTION NO. 2017-02**

Mission Mapping Agreement



Campaign Plan Development

A Proposal to the Downtown Community Improvement District

The following proposal represents a consulting relationship between the Downtown Community Improvement District (CID) and Missionmapping, LLC in support of CID's Gateways project. The proposal describes an initial short term contractual relationship that prepares the CID to move forward aggressively and with confidence in the acquisition of project funding and fulfillment of the Gateways vision.

Work will begin with in-depth conversations between Counsel and the CID's Executive Director and selected volunteer leaders from the Board of Directors and the Gateways Committee to determine:

1. The exact project budget as it is known today, including actual, variance, and any potential "what ifs."
2. An accounting of previous conversations between CID and various project constituencies, including any commitments made to funding and/or other types of support.
3. An evaluation of the public side of the Public-Private Partnership, i.e. who is "on board" from City Council and civic leadership and their level of commitment, as well as any pros and cons.
4. Any formal planning documents that have guided or will guide the project to date.
5. All other existing relationships that may have a bearing on the project's success.

Deliverables

The scope of this proposal includes the following deliverables by Counsel to the CID, informed by the preliminary discussions with CID leadership as described above:

1. **Prospect identification, qualification, and alignment with the project.** Counsel begins with an assumption that each initiative of the Gateways project will develop a natural prospect list. Accordingly, Counsel will identify the initial prospect lists as they align with each project initiative and qualify each prospect within suggested giving levels. Prospects will include gifts and grants from individuals, businesses, and foundations.
2. **Giving pyramids.** Giving pyramids illustrate the relationship between donors at various giving levels and project goals. Some pyramids may be dramatically vertical, representing a single larger (lead) gift at the top supported by an increasing number of consecutively smaller gifts at each level below the pinnacle.

Other pyramids are relatively flat with multiple gifts of similar range at each level. Counsel anticipates a combination of pyramid types in this campaign and will illustrate an analysis of this to CID leadership as a visual representation of the funding mix.

3. **Project phasing.** Most capital projects are phased and the Gateways project is no different. The CID has already commissioned and determined the timing of the first three Light Hubs installation. Based upon Counsel's projection of the availability of funds Counsel will propose the phasing of the other project initiatives.
4. **Develop the timeline.** The Gateways project will have at least two overlapping timelines. The first will be the timeline associated with the fundraising effort, and the second will be the build-out of the project initiatives. Counsel will suggest how the two timelines will work together as one.
5. **Strategy.** The Gateways project will not unfold automatically and without effort. In order to ensure a successful project, a comprehensive and detailed strategy that coordinates with the timeline will be necessary. Strategy is never static, but Counsel will provide initial strategies in support of project fulfillment.
6. **Structure.** An integral part of the strategy is structure, and Counsel will recommend a volunteer structure that will be tasked with accomplishing the Gateways project using the tools above.
7. **Campaign Plan Development.** In short, Counsel will provide the CID leadership with a comprehensive campaign plan that is ready for implementation.

Terms

This proposal covers a period of two months, a recommended period of October 1 - November 30, 2016, during which all work will be completed including a final oral and written report to the CID leadership.

The comprehensive flat fee for services will be \$6,000. One half (\$3,000) of the fee will be due upon the acceptance of the proposal and commencement of work, with the balance (\$3,000) due upon the submission of the final report to the CID leadership.

Option for Ongoing Counsel

If, after consideration of the final report and presentation of a campaign plan, CID wishes to engage Counsel for the implementation of the plan, a separate detailed proposal will be presented for consideration by the CID leadership. Fees associated with ongoing counsel will be dependent upon the level of service requested by the CID and/or required by the plan, and will be negotiated between Counsel and the CID.

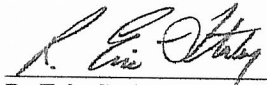
Confidentiality

From time to time, Missionmapping works with a number of clients who share prospects. Therefore, in order to ensure avoidance of conflict of interest and to respect prospects' focus on the mission and needs of each individual client, Counsel agrees to maintain confidentiality concerning the discussions, strategies, and results of all consulting activity, including the prospects/donors who may be contacted in the course of the work described above. This information and these relationships are considered property of the CID.

Authorization to Proceed

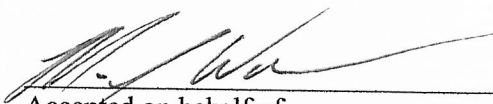
Counsel is prepared to begin the Campaign Plan Development at the direction of the CID. The CID may accept this proposal by signing the Authorization to Proceed at the end of this document. By returning one signed copy of this Letter of Agreement with the initial payment to Missionmapping, LLC, 2001 E. Highway 163, Columbia, MO 65201, this Proposal shall become a binding agreement between the Downtown Community Improvement District and Missionmapping, LLC, and work may commence under timing identified by the CID's leadership.

Authorization to Proceed as Described Above:



R. Eric Staley, Ph.D.
President, Missionmapping, LLC

9/29/2016
Date



Accepted on behalf of
The Downtown Community Improvement District

10-11-16
Date

