REQUEST FOR QUALIFICATIONS & PROPOSALS

Mixed-Use Downtown Redevelopment Project

Issued by the

VILLAGE OF KINGSLEY DOWNTOWN DEVELOPMENT AUTHORITY

State of Michigan

Date Issued: September 11, 2026

Proposals Due: November 13, 2026 no later than 5:00 P.M. Eastern Time

Submit To: Justin Sprague, OHM Advisors, justin.sprague@ohm-advisors.com

This Request for Qualifications & Proposals ("RFQP") is an open solicitation. Qualifications and proposals are invited from any qualified development team. Participation is not limited to firms that responded to, or were shortlisted through, any prior process of the Authority.

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1. INTRODUCTION AND INVITATION

1.1 Invitation

The Village of Kingsley Downtown Development Authority (the "Authority" or "DDA") invites qualifications and proposals from qualified development teams (each, a "Respondent") for the acquisition and redevelopment of certain real property located in downtown Village of Kingsley, Michigan (the "Property"), or a portion of the Property, as a mixed-use redevelopment (the "Project"). This Request for Qualifications & Proposals (this "RFQP") describes the Property, the Authority's development objectives, the submission requirements, and the process by which proposals will be evaluated and a developer selected.

1.2 Relationship to the Request for Qualifications

This RFQP combines the qualifications and proposal stages of the Authority's developer selection process into a single, open solicitation. Qualifications and proposals are invited from any development team that believes it is qualified to undertake the Project. Eligibility to submit is not limited to firms that responded to, or were shortlisted through, any prior Request for Qualifications issued by the Authority, and no prior participation is required.

Each Respondent must demonstrate in its Proposal that it satisfies the qualification requirements stated in Section 8. A material change in a Respondent's team composition, financial condition, or development capacity from that represented in its Proposal must be disclosed in writing to the Authority and may, in the Authority's sole discretion, affect the Respondent's eligibility to continue.

1.3 Purpose of this RFQP

The purpose of this RFQP is to solicit detailed development proposals that demonstrate how each Respondent would acquire, finance, design, construct, and operate the Project consistent with the Authority's development objectives described in Section 3. Through this RFQP, the Authority intends to select a single Respondent (the "Selected Developer") with whom the Authority will negotiate a purchase and development agreement for the Property, or for the portion of the Property included in the Selected Developer's Proposal, as further described in Section 13.

1.4 Authority and Statutory Framework

The Authority is a downtown development authority established by the Village of Kingsley pursuant to the Recodified Tax Increment Financing Act, 2018 PA 57, MCL 125.4101 et seq. (which recodified the former Downtown Development Authority Act, 1975 PA 197). The Authority is a public body corporation authorized to undertake activities to halt property value deterioration, increase property tax valuation, eliminate the causes of that deterioration, and promote economic growth within its downtown development district. The Property is held by [the Authority / the Village] and may be conveyed for redevelopment in furtherance of these statutory purposes and the Authority's adopted development and tax increment financing plan.

2. BACKGROUND

2.1 The Village

The Village of Kingsley is a full-service community located in southern Grand Traverse County in northwest Lower Michigan, approximately 15 miles southeast of Traverse City. With a population of approximately 1,400 residents, Kingsley serves as a regional hub for nearby townships and rural households while maintaining the character and identity of a traditional small-town downtown. Its location along M-113 and proximity to US-131 provide convenient access to Traverse City, Cadillac, and the broader northern Michigan region, making Kingsley an accessible community for residents, visitors, and businesses alike. Kingsley benefits from its position within the economic orbit of the Traverse City region while offering a more affordable and small-scale setting for residential and commercial investment. The Village is home to a mix of local businesses, service providers, and small employers that support both residents and the surrounding area, while the broader regional economy continues to generate demand for housing, neighborhood-serving commercial services, and reinvestment in downtown spaces.

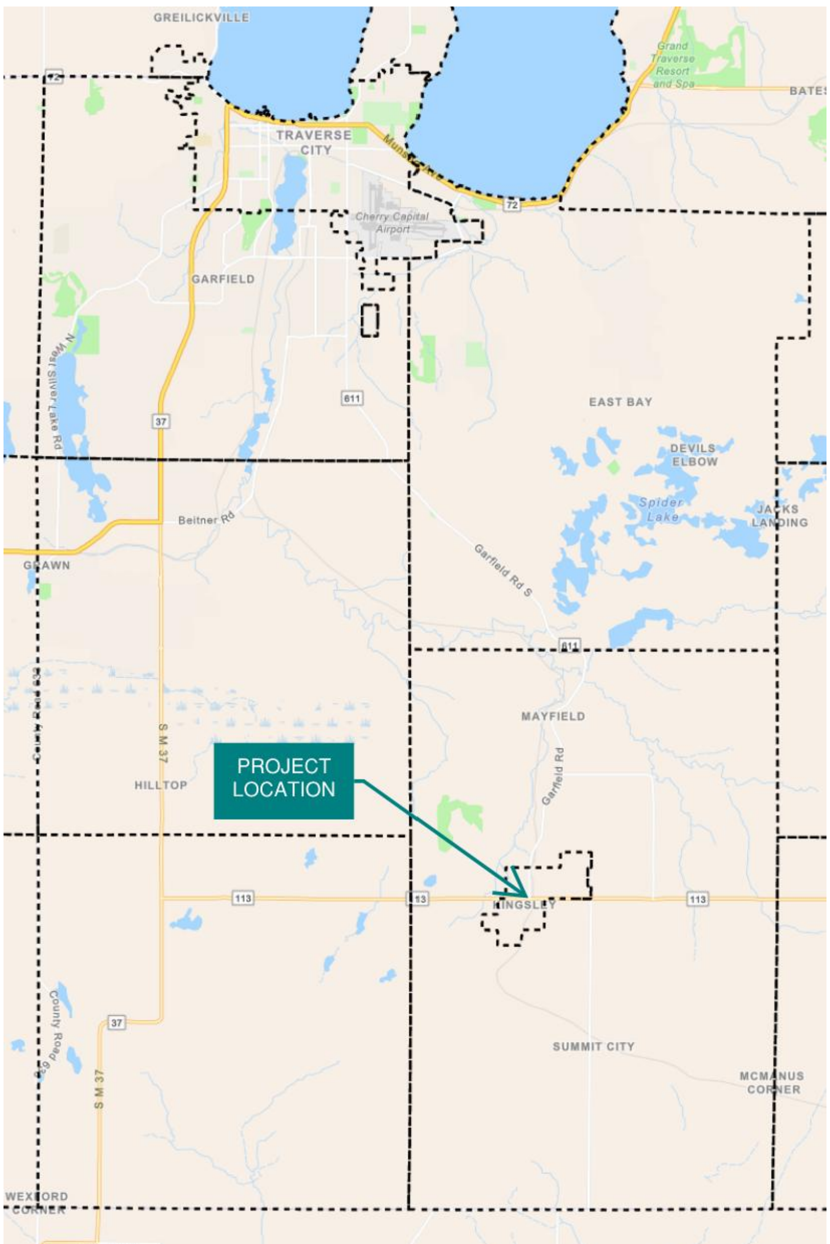
Downtown Kingsley is centered on the intersection of Main Street and Brownson Avenue and reflects the historic pattern of a traditional northern Michigan village center. The downtown includes a mix of storefront commercial buildings, public spaces, and adjacent residential neighborhoods, creating an environment that is compact, visible, and well-positioned for reinvestment. The redevelopment area addressed in this RFQP occupies a prominent location within the downtown and presents an opportunity to eliminate long-standing blight, strengthen the tax base, expand housing options, and create new commercial activity in the heart of the Village. The Village has recently adopted an updated Master Plan and completed a comprehensive update to its Zoning Ordinance, including standards intended to support compatible downtown redevelopment, mixed-use investment, and pedestrian-oriented design within the C-1 Commercial District. In addition, Kingsley recently achieved certification through the Michigan Economic Development Corporation's Redevelopment Ready Communities program, reflecting the Village's commitment to clear development processes, transparency, and proactive planning.

2.2 The Downtown Development Authority

The Authority was established in 2003 to oversee and encourage the revitalization of downtown Village of Kingsley. The Authority administers a tax increment financing plan and development plan covering the downtown development district and undertakes public improvements, property acquisition, and redevelopment initiatives in support of its statutory purposes.

2.3 The Property

The Property consists of approximately 3.13 acres located along W. Main Street, S. Brownson Avenue, and W. Blair Street in downtown Kingsley, identified as the tax parcels described in Section 5 and in the documents linked in Section 14. The parcels in Parcel Group B are vacant land, and the LBA is currently clearing the remaining buildings and site improvements from the parcels in Parcel Group A. The Parcel Group A parcels are currently owned by the Grand Traverse County Land Bank Authority, and the Parcel Group B parcels are under the control of the Village of Kingsley Downtown Development Authority. A detailed legal description, survey, and site information are provided in the Exhibits. The Property is more fully described, and the terms on which it would be conveyed are summarized, in Section 5.



2.4 Prior Request for Qualifications

Following issuance of the RFQ on July 10, 2026, the Authority determined that it would change its process into an RFQP selection process. That prior RFQ process is described here for background only and does not limit eligibility to respond to this RFQP, which is open to all qualified development teams. The evaluation criteria used in the prior process included: Developer Qualifications & Experience; Concept Development Proposal (CDP); Conceptual Financial Structure, and; Financial History & Stability.

3. DEVELOPMENT OBJECTIVES AND GOALS

The Authority seeks a development partner whose proposal advances the following objectives for the Project. Respondents should address each objective in their proposals and explain how their development program responds to it. These objectives are stated as goals; they are not minimum mandatory requirements except where expressly identified as such in Section 6.

3.1 Primary Objectives

- Catalyze private investment. Deliver a high-quality mixed-use development that catalyzes additional private investment in the downtown and strengthens the downtown's role as a center of commerce, housing, and community life.
- Activate the ground plane. Provide active, pedestrian-oriented ground-floor uses—such as retail, restaurant, service, or other commercial uses—that generate street-level activity and contribute to a vibrant downtown environment.
- Add housing. Introduce a range of housing types and price points that expand downtown residential options and support local businesses, including for-sale / rental / attainable / market-rate units as further described in Section 6.
- Expand the tax base. Increase the taxable value of the Property and surrounding district, generating tax increment revenue and broader fiscal benefit to the Village and other taxing jurisdictions.
- Design excellence. Achieve a high standard of architectural and urban design that complements the downtown's established character and any applicable design guidelines, master plan, or form-based code. The Village desires buildings that reflect its small-town charm and fit within the existing fabric and scale of the Village; proposals that are overbuilt or otherwise out of character with the Village will not be favorably received.

3.2 Additional Goals

- Maximize public benefit relative to any public investment or incentive provided.
- Incorporate sustainable and resilient design practices, energy efficiency, and stormwater management.

- Enhance public space, walkability, and connections to surrounding streets, parking, public artwork, and amenities.
- Deliver the Project on a timely, financially feasible basis with a credible financing plan.
- Engage with the community and stakeholders during design and entitlement.

3.3 Use of Objectives in Evaluation

The degree to which a proposal advances these objectives will inform the Authority's evaluation under the criteria stated in Section 10. Respondents are encouraged to propose creative approaches that may exceed these objectives, provided the proposal remains financially feasible and consistent with applicable law and the Authority's statutory purposes.

4. DEFINITIONS

As used in this RFQP, the following capitalized terms have the meanings set forth below. Other capitalized terms are defined where they first appear.

"Authority" means the Village of Kingsley Downtown Development Authority, also referred to as the "DDA."

"Development Agreement" means the purchase and development agreement (which may take the form of a combined purchase and development agreement or separate purchase agreement and development agreement) to be negotiated between the Authority and the Selected Developer, as described in Section 13.

"LBA" means the Grand Traverse County Land Bank Authority.

"MEDC" means the Michigan Economic Development Corporation.

"MSF" means the Michigan Strategic Fund.

"Parcel Group A" means the parcels identified as Parcel Group A in the table in Section 5.1, which are owned by the LBA.

"Parcel Group B" means the parcels identified as Parcel Group B in the table in Section 5.1, which are under the control of the Authority. The designations "Parcel Group A" and "Parcel Group B" are used solely to identify the separate ownership of, and the separate transaction requirements applicable to, each group of parcels. They do not prescribe or imply any required order, sequence, or staging of development.

"Project" means the mixed-use redevelopment of the Property, or of the portion of the Property, proposed by a Respondent in response to this RFQP and ultimately undertaken by the Selected Developer.

“Property” means the real property described in Section 5 and in the documents linked in Section 14, all or a portion of which may be conveyed to and redeveloped by the Selected Developer as provided in Section 5.4.

“Proposal” means a Respondent’s complete written submission in response to this RFQP.

“Qualified Respondent” means a Respondent that demonstrates in its Proposal that it satisfies the qualification requirements stated in Section 8.

“Respondent” means any firm or development team that submits, or intends to submit, a Proposal in response to this RFQP.

“RFQP” means this Request for Qualifications & Proposals, including all exhibits, attachments, and addenda issued by the Authority.

“RFQ” means the Request for Qualifications previously issued by the Authority, Participation in, or shortlisting through, the RFQ is not a condition of eligibility to respond to this RFQP.

“Selected Developer” means the Respondent selected by the Authority through this RFQP process for negotiation of a Development Agreement.

“Village” means the Village of Kingsley, Michigan.

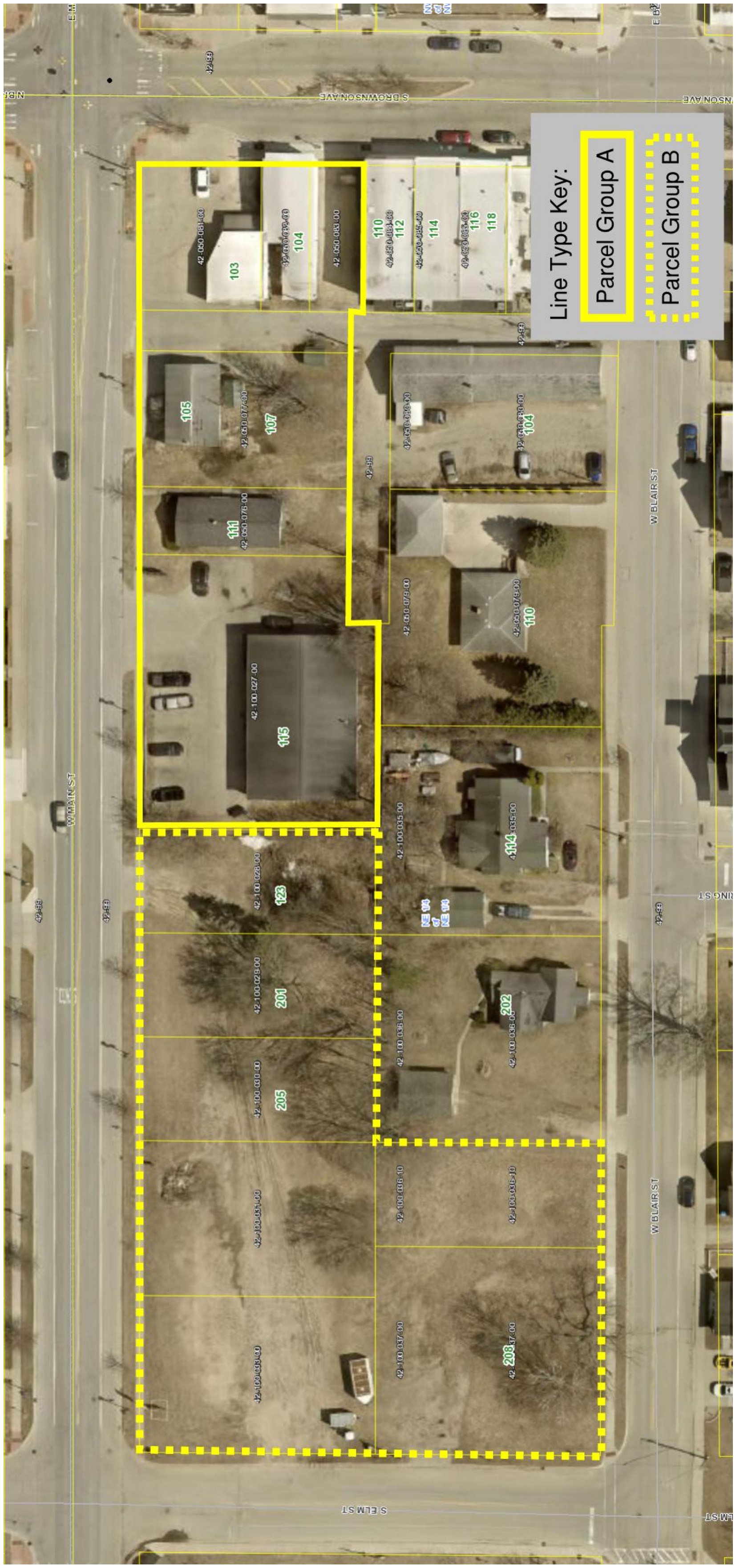
5. PROPERTY DESCRIPTION AND CONVEYANCE TERMS

5.1 Description of the Property

The Property consists of approximately 3.13 acres located along W. Main Street, S. Brownson Avenue, and W. Blair Street in downtown Kingsley, Michigan, comprising the parcels identified in the table below. The parcels in Parcel Group B are vacant land, and the LBA is currently clearing the remaining buildings and site improvements from the parcels in Parcel Group A. The Parcel Group A parcels are currently owned by the Grand Traverse County Land Bank Authority, and the Parcel Group B parcels are under the control of the Village of Kingsley Downtown Development Authority. Legal descriptions are available at the links listed in Section 14. Parcel map is shown below.

The division of the Property into Parcel Group A and Parcel Group B reflects existing ownership and the separate transaction requirements applicable to each group. It is not a development sequence and does not dictate or restrict Respondents' proposed redevelopment strategies for the Property.

Address	Parcel Identification Number	Parcel Size (Approximate Acres)
PARCEL GROUP A		
110 S. Brownson Ave.	42-050-083-00	0.04
104 S. Brownson Ave.	42-050-082-00	0.04
103 W. Main St.	42-050-081-00	0.10
Alley (to be vacated)	NA	0.05
105 W. Main St.	42-050-077-00	0.16
111 W. Main St.	42-050-076-00	0.08
115 W. Main St.	42-100-027-00	0.68
Parcel Group A Total Size (Acres)		**1.15**
PARCEL GROUP B		
123 W. Main St.	42-100-028-00	0.15
201 W. Main St.	42-100-029-00	0.30
205 W. Main St.	42-100-030-00	0.30
W. Main St.	42-100-031-00	0.45
215 W. Main St.	42-100-033-00	0.40
208 W. Blair St.	42-100-037-00	0.25
W. Blair St.	42-100-036-10	0.13
Parcel Group B Total Size (Acres)		**1.98**
GRAND TOTAL PARCEL GROUPS A & B (Acres)		**3.13**


Line Type Key:
Parcel Group A
Parcel Group B
S BROWNSON AVE
W MAIN ST
W BLAIR ST
S ELM ST

5.2 Existing Conditions

Available information regarding the Property's existing conditions—including any title commitment, environmental site assessments, geotechnical reports, utility information, and the presence of any existing structures, easements, or encumbrances—is provided at the links listed in Section 14 or will be made available to Respondents in the due diligence materials referenced in Section 14. The following summarizes known conditions:

- Zoning: The Village has recently updated the Master Plan as well as the Zoning Ordinance which are both accommodating to the redevelopment of these properties which are currently zoned C-1.
  - Zoning Ordinance: kingsley_zoning_ordinance_adopted_11-18-25.pdf
  - Master Plan: kingsley_master_plan_2025_optimized.pdf
- Environmental: The parcels in Parcel Group A have previously been reviewed for environmental contamination and asbestos containing materials. Several environmental reports have been completed and can be found on the Village of Kingsley, DDA webpage.
- Utilities: At present, the Village has sufficient water and wastewater infrastructure to serve potential projects along Main Street, west of South Brownson including sufficient potable water and wastewater treatment capacities. Based on the current configuration and available capacity of the Village's water distribution and wastewater treatment systems, no major off-site utility improvements are anticipated to be necessary solely to accommodate development within this area. The Village will continue to review individual development proposals as they are received to confirm specific service demands, connection requirements, and any site-specific utility improvements that may be needed. Electric, natural gas, and telecommunications service are available throughout the area and are located within or immediately adjacent to the public rights-of-way serving the Property. Respondents should anticipate coordinating directly with the applicable utility providers regarding service capacity, metering, transformer and equipment placement, and the cost and timing of any new or upgraded service connections, including any relocation of existing overhead or underground facilities necessary to accommodate the proposed development. The Village does not warrant the adequacy of existing service capacity for any particular development program, and Respondents are encouraged to confirm available capacity with the providers as part of their due diligence.
- Existing improvements: The Grand Traverse County Land Bank Authority (LBA) is currently clearing the parcels in Parcel Group A of all existing buildings and site improvements. The parcels in Parcel Group B are already vacant land and require no demolition. This clearing ensures ready-to-build property, allowing the Selected Developer to avoid the delays and costs associated with structural demolition, hazardous material abatement, and land clearing. The LBA is performing this work under set-aside funding awarded to it by the Michigan State Land Bank and anticipates completing as much of the work as possible prior to September 30, 2026. On Parcel Group A, the existing site conditions that the Selected

Developer should assume will be removed by the LBA include all structures, walls, building systems, footings, foundations, basements, and septic tanks, followed by engineered backfill and compaction of all voids created. The LBA will also remove the remaining site features, including asphalt, concrete, and retaining walls, and will backfill and compact any resulting voids.

5.3 Conveyance of the Property

The Grantor intends to convey fee simple title to the Property, or to the portion of the Property included in the Selected Developer's Proposal, to the Selected Developer by deed in a form acceptable to and agreed upon by and between the Selected Developer and the Grantor, subject to the terms of the Development Agreement and to those exceptions to title disclosed in the title commitment and accepted by the Selected Developer. The conveyance will be structured to advance the Authority's statutory purposes and the public objectives described in this RFQP. The Authority makes no representation that the Property is suitable for any particular use, and any conveyance will be on an "AS-IS, WHERE-IS" basis except as may be expressly negotiated in the Development Agreement.

5.4 Purchase Price and Consideration

Respondents must propose a purchase price for the parcels the Respondent proposes to acquire and describe the basis for that price. The Authority will evaluate proposed purchase price together with the overall public benefit of the Project, the proposed development program, and the level of any public incentive requested. **The Authority is not obligated to convey the Property to the Respondent proposing the highest purchase price and may, consistent with applicable law, convey the Property for less than fair market value where justified by the public benefits of the Project and authorized by law.** Any conveyance will comply with all applicable statutory requirements, including any required public notice, hearing, or approval by the Authority and the Village.

Scope of Acquisition: A Respondent may propose to acquire all of the Property, all of the parcels in Parcel Group A, all of the parcels in Parcel Group B, or any combination of individual parcels from either or both Parcel Groups. Each Proposal must identify, by street address and Parcel Identification Number, every parcel the Respondent proposes to acquire, and must state the purchase price allocated to the parcels in each Parcel Group. Because the parcels in Parcel Group A are owned by the LBA and the parcels in Parcel Group B are under the control of the Authority, a Proposal that includes parcels from both Parcel Groups will involve separate transactions with each owner, and the Authority and the LBA will each act on the portion of the Proposal relating to the parcels it controls. Neither the Authority nor the LBA is obligated to convey fewer than all of the parcels it controls, and each reserves the right to decline any Proposal that, in its judgment, would leave one or more remaining parcels without reasonable prospect of independent redevelopment or would not otherwise serve the public objectives of this RFQP.

- **Parcel Group A:** The properties in Parcel Group A have been assembled and purchased by the LBA. The LBA will weigh proposed purchase price together with the quality, feasibility, and public benefit of the proposed development, recognizing that the highest offered price will not necessarily represent the greatest overall return to the County. The County has invested approximately $800,000 in property assembly and preparation for Parcel Group A. This figure is provided for informational purposes only. It is not an asking price, a minimum acceptable price, a suggested purchase price, or an opinion of value, and no Respondent should treat it as such. The LBA states this figure so that Respondents remain mindful of the public investment already made in Parcel Group A while preparing their responses to this RFQP. The primary goal is to have the selected developer purchase the site for an amount their project proforma can fully support, maximizing the financial return to the County.

  To incentivize alignment with local priorities, the County is prepared to consider structural flexibility on the final purchase terms for Parcel Group A. If the selected developer's project robustly advances the Village's core redevelopment goals, the LBA will look beyond a traditional, single-payment transaction. Alternative financial structures—such as deferred payments, phased buyouts, or performance-based milestones—can be negotiated. This adaptive approach ensures that a high-impact, mission-driven proposal remains financially viable while still honoring the LBA's underlying objective to recover its investment in Parcel Group A.

- **Parcel Group B:** The properties in Parcel Group B have been assembled and are under the control of the Authority. The Authority may assign their agreement to a successful developer in this selection process, but the Authority is under no obligation to do so under this RFQP. Any Respondent may propose to acquire all of the parcels identified as Parcel Group B or a portion of them. The minimum price for all of Parcel Group B is $525,000. If a Respondent proposes to acquire fewer than all of Parcel Group B, the minimum price will be a prorated share of that $525,000 corresponding to the portion acquired. Respondents are encouraged to propose purchase structures that align with local priorities. Where a proposed project meaningfully advances the Village's core redevelopment goals, the Authority is willing to discuss alternative financial structures — such as deferred payments, phased buyouts, or performance-based milestones — as part of negotiations with the Selected Developer. Nothing in this RFQP obligates the Authority to agree to any particular structure, price, or term, and any such arrangement would be subject to negotiation and Authority approval in its sole discretion.

5.5 Conditions to Conveyance

Conveyance of the Property will be subject to customary and negotiated conditions set forth in the Development Agreement, which may include, without limitation: (a) approval of final development plans by the Authority and the Village; (b) the Selected Developer's demonstration of committed financing sufficient to complete the Project; (c) receipt of all necessary entitlements, permits, and approvals; (d) construction commencement and completion milestones; (e) reverter, repurchase, or other remedies in the event the Selected Developer fails to perform; and (f) such other conditions as the Authority determines necessary to protect the public interest.

6. DEVELOPMENT PROGRAM AND DESIGN EXPECTATIONS

The Authority seeks a mixed-use development that responds to the objectives in Section 3. The following describes the Authority's expectations for the development program. Except for those items expressly identified as mandatory requirements in Section 6.1, the program elements below are stated as preferences and guidelines; Respondents may propose alternatives, provided the Proposal demonstrates how the alternative advances the Authority's objectives.

6.1 Mandatory Requirements

Each Proposal must, at a minimum, satisfy the following mandatory requirements:

- Mixed-use program. Each Project must include a residential component, in the proportions described in the Proposal. If the Proposal includes the parcels at the corner of W. Main Street and S. Brownson Avenue, the Project must include active commercial use at the ground floor at that corner. Ground-floor commercial use at the W. Main Street and S. Brownson Avenue corner is critical to the Authority's objectives, and a Proposal that does not include the corner parcels must explain how the Proposal otherwise advances the Authority's objectives for the gateway corner. This intersection is the gateway corner into the Village, and its activation is a priority for the Village; Proposals should demonstrate how the corner will be designed and programmed to create a welcoming, visibly active entrance to downtown. The amount of additional ground-floor commercial space extending along W. Main Street is open for discussion, and Respondents are encouraged to propose the quantity their development program and market analysis support. As the development proceeds west along W. Main Street beyond the anchor corner, residential-only building types — including row housing and two- and three-story walk-up housing — are acceptable to the Authority, provided they are compatible with the scale and character of the Village. In developing the mixed-use program, Respondents should review the Market Potential Analysis for Mixed-Use Residential Development completed for the Authority by Tracy Cross & Associates, Inc. on April 26, 2026, referenced in Section 7.2 and provided with this RFQP. That analysis is furnished as background only and does not establish a required amount of commercial space or number of dwelling units.
- Compliance with law and plans. The Project must comply with all applicable zoning, building, and other codes, or the Proposal must clearly identify each approval, rezoning, variance, or amendment required and the Respondent's plan to obtain it.

- Private investment and construction quality. Each Proposal must demonstrate a level of private investment sufficient to deliver a durable, high-quality development consistent with the objectives stated in Section 3. Each Respondent must state its total estimated private investment in the aggregate and on a per-square-foot and per-dwelling-unit basis, and must substantiate that estimate with a preliminary sources and uses statement and a development budget identifying hard costs, soft costs, and contingency. The Authority will evaluate the reasonableness of the proposed investment in relation to the proposed program, exterior materials, and interior finish levels, and reserves the right to reject any Proposal whose budget the Authority determines is inadequate to deliver the quality of development contemplated by this RFQP.
- Construction timeline. The Selected Developer must commence construction in the Summer of 2027, subject to the Development Agreement.

6.2 Preferred Program Elements

- Ground-floor commercial: retail, restaurant, service, or other active commercial space designed to engage the street. The total amount of ground-floor commercial space is open for discussion. The Authority's fixed expectation is ground-floor commercial use at the corner of W. Main Street and S. Brownson Avenue; beyond that corner, the quantity and extent of commercial space along W. Main Street may be proposed by the Respondent and refined in negotiation, provided the Proposal explains how the proposed amount is supported by market conditions and advances the Authority's objectives.
- Residential: the residential component can be sized and configured as the Respondent proposes. The Authority is not directing a particular number of dwelling units, unit mix, bedroom count, tenure, or price point. Respondents should propose the residential program their market analysis and financial structure support and explain in the Proposal how the proposed unit count, unit mix, and tenure respond to housing demand in the Village and advance the Authority's objectives.
- Parking: parking sufficient to serve the Project and consistent with downtown parking strategy.
- Public realm: streetscape, sidewalk, landscaping, lighting, and public space improvements that enhance the pedestrian environment and connect to surrounding downtown.

6.3 Design Standards and Guidelines

The Project must be designed to a high standard of architecture and urban design and must be consistent with the Master Plan and Zoning Ordinance, each of which is available at the link listed in Section 14. Proposals should address building massing, height, materials, fenestration, ground-floor transparency, and relationship to adjacent buildings and public space. The Authority encourages sustainable design, energy efficiency, and resilient stormwater management.

6.4 Phasing

Respondents may propose a phased development for the Project. Any proposed phasing is at the Respondent's election and need not correspond to Parcel Group A and Parcel Group B, which are ownership and transaction designations only. Any phasing plan must detail the sequence, timing, and independent feasibility of each stage. It must also explain how the RFQP's public objectives will be met if subsequent phases are delayed or cancelled.

7. PUBLIC INCENTIVES AND DDA SUPPORT

The Authority may consider providing public support to facilitate a financially feasible Project that delivers substantial public benefit. Any incentive is discretionary, subject to applicable statutory authority and approval requirements, and will be evaluated in relation to the public benefit provided, the demonstrated financing gap, and the overall terms of the Proposal. Respondents must clearly identify any public incentive or support requested and quantify the need for it.

7.1 Potential Forms of Support

- Tax increment financing. Capture and reimbursement of eligible costs through tax increment revenues under the Recodified Tax Increment Financing Act, MCL 125.4101 et seq., consistent with the Authority's development plan and tax increment financing plan, which may require amendment.
- Brownfield tax increment financing. Reimbursement of eligible costs through a brownfield plan under the Brownfield Redevelopment Financing Act, 1996 PA 381, MCL 125.2651 et seq., subject to approval by the County Brownfield Redevelopment Authority and other required local and state approvals.
- Conveyance of the Property. Conveyance of the Property at a negotiated price that may be below fair market value, where justified by the public benefits of the Project and authorized by law (see Section 5.4).
- Public infrastructure. Authority or Village participation in public infrastructure, streetscape, utility, or public parking improvements that support the Project.
- Other incentives. Support for, or assistance in applying for, other state and local economic development tools, such as a Commercial Rehabilitation Act exemption (2005 PA 210), Obsolete Property Rehabilitation Act exemption (2000 PA 146), payment in lieu of taxes for qualifying housing, or Michigan Strategic Fund / MEDC programs, as applicable and subject to separate approval. Important note, the Village of Kingsley has recently been certified under the Redevelopment Ready Communities (RRC) program which can unlock other incentives and tools as well as potentially prioritize development competitiveness because of this certification.

7.2 Conditions on Incentives

Any incentive will be documented in, and conditioned upon execution of, the Development Agreement and any required separate agreements, and will be subject to all approvals required by law, including approvals by the Authority's governing body, the Village, and any other taxing or approving jurisdiction. The Authority makes no commitment to provide any incentive, and the inclusion of a requested incentive in a Proposal does not obligate the Authority to provide it. Incentives will generally be structured on a "pay-as-you-go" or performance basis tied to the Selected Developer's achievement of agreed milestones.

Given current market challenges in constructing market-rate or workforce housing, the Selected Developer is expected to request a tax incentive to support the project. To assist the developer in evaluating local demand, attainable rents, and financial feasibility, the Authority commissioned a Market Potential Analysis for Mixed-Use Residential Development. This study was completed by Tracy Cross & Associates, Inc. on April 26, 2026, and can be on the Village of Kingsley, DDA webpage. The Parcel Group A and Parcel Group B parcels analysis is referred to as the "East Main Street" or "Main Street Apartments" development in this study.

7.3 No Reliance

Respondents should not assume the availability of any particular incentive and should present a Proposal that is feasible based on the Respondent's own analysis of available resources. Respondents are solely responsible for confirming the availability, terms, and requirements of any incentive program referenced in a Proposal.

8. QUALIFICATIONS SUBMISSION REQUIREMENTS

This Section states the qualifications each Respondent must demonstrate and the qualifications materials each Respondent must submit. These requirements apply to every Respondent and are in addition to the proposal materials required by the following Section. A Respondent that does not submit the materials required by this Section may be deemed non-responsive.

8.1 Desired Respondent Qualifications

The Authority is seeking responses from Respondents interested in undertaking the redevelopment described in this RFQP. In this context, the terms "Respondent" and "Respondent qualifications" apply to the development entity itself and to the professional team assembled to execute and manage the Project. Although the Authority reserves the right to select a development team with less experience, or with non-traditional experience, the Village and the Authority are seeking a Respondent and supporting professional team that possesses a strong combination of the following qualifications and experience:

- Experience building, developing, and managing large-scale mixed-use buildings, owner-occupied units, and workforce and/or market-rate for-lease multi-family residential housing.
- Experience in the redevelopment of property in a downtown or key commercial corridor.
- Experience operating and managing properties in an urban downtown setting, including functions and services on land under easement or owned by a local municipality.
- Experience working with municipal government in business, community events, or other collaborative ventures.
- Experience working with local and state governmental agencies on the redevelopment of Brownfield contaminated property.
- Clearly defined qualifications regarding the design and buildout of unique commercial and housing sectors.

8.2 Qualifications and Experience

Each Respondent must introduce its company and provide resumes for the Respondent's members and its professional team, together with the firm's areas of expertise. The Respondent's lead contact person must be clearly identified. Respondent teams may be a joint venture; if so, a narrative must be provided explaining the proposed structure and relationships. The response must clearly show how the development team meets the qualifications stated in Section 8.1.

8.3 Firm Information

Each Respondent must submit its legal firm name or names, headquarters address, local office addresses, state of incorporation, and key firm contact names.

8.4 Financial History and Stability

Each Respondent must provide evidence of its financial capability to undertake the Project, covering the last three (3) years. If the submission is made by a partnership of two or more entities, evidence must be provided for each firm or individual that would be a party to the Project. Suitable documentation includes audited or reviewed financial statements, partnership or corporation tax returns, bank or financial institution support letters, or other verifiable information demonstrating the financial stability necessary to support a project of this scope. The Authority will seek to protect such information from disclosure as and to the extent permitted by law. Submission of a response to this RFQP constitutes consent for the Authority, the Village, or their assigns to confirm the information provided in response to this Section.

9. PROPOSAL SUBMISSION REQUIREMENTS

Each Proposal must include the following components, organized and labeled in the order below. Proposals should be concise, complete, and responsive. The Authority may, but is not obligated to, request clarification of any Proposal. Failure to include a required component may, in the Authority's discretion, result in the Proposal being deemed non-responsive.

9.1 Cover Letter

A signed cover letter, on the Respondent's letterhead, identifying the Respondent and its principal contact; confirming that the Respondent satisfies the qualification requirements stated in Section 8; confirming that the Respondent has examined this RFQP and all addenda; and certifying that the Proposal is valid for not less than 180 days from the submission deadline. The cover letter must be signed by a person authorized to bind the Respondent.

9.2 Development Team

Identification of the Respondent's development team, including the developer entity, principals, architect, engineer, contractor, property manager, and other key consultants, together with a description of any material changes from the team presented in the Respondent's RFQ submission. Include the roles, relevant experience, and references for each key team member.

9.3 Development Concept and Program

- A narrative describing the proposed Project, including the development concept, proposed uses, and how the Proposal advances the Authority's objectives in Section 3.
- A development program summary, including gross and net square footage by use, number and type of residential units, parking count, and any public or open space.
- Conceptual site plan, floor plans, elevations, massing diagrams, and renderings sufficient to convey the design intent and its relationship to the surrounding downtown.
- A statement of consistency with applicable zoning, design guidelines, and plans, and identification of any approvals, rezonings, or variances required.

9.4 Financial Proposal

- Identification, by street address and Parcel Identification Number, of each parcel the Respondent proposes to acquire, and the proposed purchase price for those parcels, allocated between Parcel Group A and Parcel Group B, with the basis for that price (see Section 5.4).
- A detailed development proforma, including total development cost by category, projected operating revenue and expenses, and projected returns.
- A sources-and-uses statement identifying all sources of equity and debt financing and the status of each (committed, in discussion, or contingent).
- A description of any public incentive or support requested, with a quantified explanation of need (see Section 7).
- A general demonstration of the Respondent's financial capacity to undertake and complete the Project. Recognizing the early stage of this process, audited financial statements and binding financing commitments are not required at this time; a narrative summary of the Respondent's financial capacity, together with at least three references from lenders, equity partners, or public agencies familiar with the Respondent's completed projects, is sufficient. Respondents should include the name, organization, telephone number, and email address for

each reference, and the Authority may request additional financial documentation from short-listed Respondents at a later stage.

9.5 Schedule

A proposed development schedule showing major milestones from selection through entitlement, financing, construction commencement, and substantial completion, consistent with the timing requirements in Section 6.1 and any proposed phasing.

9.6 Approach and Experience

A description of the Respondent's approach to delivering the Project and a summary of at least 3 comparable completed projects, including location, program, cost, completion date, and a reference contact for each. Respondents should highlight experience with public-private partnerships and projects involving conveyance of public land or use of tax increment financing.

9.7 Required Certifications and Forms

- A completed and signed Proposal certification / non-collusion affidavit in the form available at the link listed in Section 14.
- Disclosure of any actual or potential conflict of interest involving the Respondent, its principals, or the Authority, the Village, or their officials.
- Disclosure of any litigation, default, or debarment within the past 10 years that could affect the Respondent's ability to perform.

9.8 Format, Copies, and Page Limits

Each Proposal must be submitted as one electronic copy in PDF format plus one redacted electronic copy suitable for public release if confidential information is included. The narrative portions of the Proposal should not exceed 20 pages, excluding drawings, proforma exhibits, and required forms. Proposals must be submitted in accordance with the instructions in Section 11.4.

10. EVALUATION CRITERIA AND SELECTION PROCESS

10.1 Evaluation Approach

Proposals will be evaluated by the Authority, or by an evaluation committee designated by the Authority, using the weighted criteria set forth in Section 10.2. Each Proposal will be scored on a 100-point scale according to the weights assigned to each criterion. The Authority may invite some or all Respondents to interview, present their Proposals, or respond to clarifying questions, and may consider information obtained through references and the Authority's own investigation.

10.2 Weighted Scoring Criteria

Proposals will be scored on the following weighted criteria:

Evaluation Criterion	Maximum Points
Development concept, design quality, and consistency with the Authority's objectives (Section 3)	25
Financial proposal — proposed purchase price and overall economic return to the Authority	20
Financial feasibility and strength of the financing plan	20
Respondent experience, team qualifications, and capacity to perform	15
Development schedule and deliverability	10
Public benefit relative to the level of public incentive or support requested	10
Total	**100**

The Authority may, in its discretion, weight or adjust sub-factors within each criterion and may document the specific scoring methodology used by the evaluation committee. Price-related criteria will be evaluated in the context of the entire Proposal and the public benefits to be achieved; the Authority is not obligated to select the Proposal offering the highest purchase price or the lowest incentive request.

10.3 Selection Process

Following evaluation, the Authority anticipates the following selection process, which it may modify in its discretion: (a) scoring of written Proposals; (b) optional interviews or presentations with one or more Respondents; (c) optional requests for clarification or best-and-final terms; (d) identification of a preferred Respondent and, if desired, one or more alternates; and (e) action by the Authority's governing body to designate the Selected Developer and authorize negotiation of a Development Agreement, as described in Section 13.

10.4 Notification

The Authority will notify Respondents of the outcome of the selection process in accordance with the schedule in Section 11. Designation as the Selected Developer does not create any binding obligation on the Authority to convey the Property or to enter into a Development Agreement; any such obligation arises only upon execution of a Development Agreement approved by the Authority's governing body.

11. RFQP SCHEDULE AND SUBMISSION PROCEDURES

11.1 Anticipated Schedule

The Authority anticipates the following schedule for this RFQP. All dates are subject to change at the Authority's discretion; any change will be communicated by written addendum.

Milestone	Date
RFQP issued and publicly advertised	September 11, 2026
Pre-proposal meeting	October 5 at 10AM EST
Deadline for written questions	October 9, 2026 at 3PM EST
Authority responses / addenda issued	October 16, 2026
Proposals due	November 13, 2026 at 5PM EST
Interviews / presentations (if held)	End of November
Anticipated selection by the Authority	January 2027
Target execution of Development Agreement	February 2027

11.2 Pre-Proposal Meeting

Attendance is not required, and attendance or non-attendance will not affect the evaluation of any Proposal. The Authority nonetheless encourages respondents to attend an optional pre-proposal virtual meeting, which the Authority intends to host as follows:

Date and time: **October 5, 2026, 10AM EST**

Location: Virtual attendance with the following link. https://ohm-advisors.zoom.us/j/91439891988?pwd=VN3tqtx5LDKhcpD6od2iP9wuYdd1Zp.1

Format: a brief overview of the Property, the Village's redevelopment objectives, the parcel assembly and phasing, and available due-diligence materials.

Registration: Respondents are asked to register in advance with contact identified in Section 11.4 so that materials and access can be arranged.

Questions raised at the meeting or tour will not be binding on the Authority. Any substantive clarification will be provided only by written addendum issued in accordance with Section 11.3, and Respondents may not rely on any oral statement made at the meeting.

11.3 Questions and Addenda

All questions regarding this RFQP must be submitted in writing by email to Justin Sprague, justin.sprague@ohm-advisors.com by the deadline stated in Section 11.1. Respondents may not contact members of the Authority's governing body, evaluation committee, or Village officials regarding this RFQP except through the designated contact; improper contact may result in disqualification. The Authority will respond to questions by written addendum posted publicly and distributed to all Respondents that have registered with the designated contact. Only written addenda issued by the Authority are binding; oral statements are not binding on the Authority. Each Respondent is responsible for confirming receipt of all addenda and must acknowledge them in its cover letter.

11.4 Submission Instructions

Proposals must be received by the Authority no later than the date and time stated in Section 11.1 addressed to the following:

Village of Kingsley DDA Development Opportunity c/o

OHM Advisors, Justin Sprague, Principal, justin.sprague@ohm-advisors.com.

Proposals must be submitted in the format as specified in Section 9.8. Proposals must be clearly marked on the cover of the package: Village of Kingsley Downtown Redevelopment Proposal.

11.5 Late, Incomplete, or Modified Proposals

Proposals received after the deadline will not be considered and will be returned unopened. A Respondent may modify or withdraw its Proposal in writing before the deadline. The Respondent is solely responsible for ensuring timely delivery; the Authority is not responsible for delays in mail or delivery.

12. GENERAL TERMS, CONDITIONS, AND LEGAL DISCLAIMERS

12.1 Reservation of Rights

This RFQP does not commit the Authority to enter into any agreement, to convey the Property, or to select any Respondent. The Authority reserves the right, in its sole discretion and to the fullest extent permitted by law, to: (a) amend, supplement, or withdraw this RFQP at any time; (b) issue addenda or extend any deadline; (c) request clarification or additional information from any Respondent; (d) waive any informality, irregularity, or non-material non-compliance in any Proposal; (e) reject any or all Proposals; (f) accept the Proposal that the Authority determines to be in the best interest of the Authority and the public, regardless of price; (g) negotiate with one or more Respondents; (h) re-solicit proposals; and (i) terminate or suspend this process at any time. The Authority's determination of the Proposal that best serves the public interest is final.

12.2 No Liability for Costs

Each Respondent participates in this RFQP process at its own risk and expense. The Authority will not be responsible for, or reimburse, any cost incurred by a Respondent in preparing, submitting, or presenting a Proposal, attending meetings or interviews, conducting due diligence, or negotiating a Development Agreement, whether or not the Respondent is selected.

12.3 Public Records and Confidentiality

Proposals and related materials submitted to the Authority are subject to the Michigan Freedom of Information Act, 1976 PA 442, MCL 15.231 et seq. ("FOIA"). A Respondent that believes any portion of its Proposal is exempt from disclosure must clearly identify and segregate that portion and state the legal basis for the claimed exemption; blanket designations of an entire Proposal as confidential are not acceptable. The Authority will make its own determination regarding disclosure consistent with FOIA and is not liable for the disclosure of any material it determines is subject to disclosure. By submitting a Proposal, the Respondent agrees to this provision.

12.4 Open Meetings

Deliberations and actions of the Authority's governing body are subject to the Michigan Open Meetings Act, 1976 PA 267, MCL 15.261 et seq. Certain matters relating to the purchase or lease of real property may be considered in closed session to the extent permitted by law.

12.5 Conflicts of Interest

Each Respondent must disclose any actual or potential conflict of interest, including any relationship between the Respondent (or its principals, members, or affiliates) and any officer, official, employee, or agent of the Authority or the Village. The Authority may disqualify any Respondent for an undisclosed or unresolved conflict of interest, consistent with applicable law, including the standards of conduct for public servants under 1968 PA 317 and 1968 PA 318.

12.6 Equal Opportunity and Nondiscrimination

The Selected Developer will be required to comply with all applicable federal, state, and local equal opportunity and nondiscrimination laws, including the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 et seq. [Insert any locally required equal opportunity, prevailing wage, or local hiring provisions applicable to the Project.]

12.7 Compliance with Law

Each Respondent and, if selected, the Selected Developer must comply with all applicable federal, state, and local laws, ordinances, regulations, and codes in connection with the Proposal and the Project.

12.8 No Ex Parte Contact; Cone of Silence

From the date this RFQP is issued until the Authority designates the Selected Developer (or the process is otherwise concluded), Respondents must direct all communications regarding this RFQP solely to the designated contact identified in Section 11.3. Any attempt by a Respondent to influence the evaluation or selection through other channels may result in disqualification.

12.9 Property of the Authority

All Proposals and materials submitted in response to this RFQP become the property of the Authority upon submission and will not be returned, except that the Authority may return late Proposals unopened as provided in Section 11.5.

12.10 Governing Law

This RFQP and the resulting selection process are governed by the laws of the State of Michigan. Venue for any dispute arising out of this RFQP lies in the courts of Grand Traverse County, Michigan.

12.11 No Binding Agreement

Neither this RFQP, nor a Respondent's Proposal, nor the Authority's designation of a Selected Developer creates any binding contract, option, or property interest. The Authority is bound only upon execution of a Development Agreement approved by its governing body in accordance with applicable law.

13. POST-SELECTION PROCESS AND DEVELOPMENT AGREEMENT

13.1 Designation and Exclusive Negotiating Period

Upon designation of the Selected Developer, the Authority and the Selected Developer will enter into an exclusive negotiating period of 90 days (which the Authority may extend in its discretion) to negotiate the terms of a Development Agreement. During this period, the Authority will not solicit or negotiate with other parties regarding the Property. If the parties do not reach agreement within the negotiating period, the Authority may terminate negotiations and, in its discretion, designate an alternate Respondent or re-solicit proposals.

13.2 Development Agreement

The Development Agreement will set forth the complete terms of the transaction and will supersede the Proposal. The Development Agreement is expected to address, without limitation:

- Purchase price, deposit, and terms and conditions of conveyance of the Property.

- The scope of the Project, approved development program, and design and quality standards.
- Construction commencement and completion milestones and remedies for failure to perform, including reverter, repurchase, or termination rights.
- Financing commitments and evidence of the Selected Developer's financial capacity.
- Any public incentive or support to be provided, and the conditions and performance requirements applicable to it.
- Insurance, indemnification, performance security, and assignment restrictions.
- Entitlement and permitting responsibilities and cooperation between the parties.
- Representations, warranties, default and remedies, and other customary provisions.

13.3 Approvals

Any Development Agreement, conveyance of the Property, and public incentive is subject to all approvals required by law, including approval by the Authority's governing body and, as applicable, the Village Council and any other approving jurisdiction, and to compliance with all applicable statutory notice, hearing, and procedural requirements. No obligation of the Authority arises unless and until a Development Agreement is executed following all required approvals.

13.4 Entitlements

Designation as the Selected Developer and execution of a Development Agreement do not constitute land use or zoning approval. The Selected Developer is responsible for obtaining all required entitlements, permits, and approvals for the Project through the applicable review processes, which are independent of this RFQP and the Development Agreement.

14. LINKS TO IMPORTANT DOCUMENTS

No or attachments are appended to this RFQP. Instead, the documents listed below are available electronically at the following location:

Downtown Kingsley Project Documents

These documents are provided for the convenience of Respondents as background and due diligence information only. They are not incorporated into and do not form a part of this RFQP except to the extent expressly stated in this RFQP, and the Authority makes no representation or warranty as to their accuracy or completeness. Each Respondent is responsible for reviewing the linked documents and for checking that location for additions, updates, and addenda through the Proposal due date. Documents will be added to the list below as they become available.

- Environmental Reports (Phase I/II ESA, BEA, as available) – Link
- Utility and Infrastructure Information – Link
- Village of Kingsley Master Plan - Link
- Authority Development Plan and Tax Increment Financing Plan – Link

- Proposal Certification / Non-Collusion Affidavit Form – Link
- Market Potential Analysis for Mixed-Use Residential Development prepared for the Authority by Tracy Cross & Associates, Inc., dated April 26, 2026 – Link