

Grant Agreement between the Ann Arbor Downtown Development Authority (“DDA”) and State Street District.

This agreement (the “Agreement”) is made between the **DDA** (the “Grantor”) and State Street District (the “Grantee”). Collectively, the signatories are referred to as the Parties, and individually, as a Party.

WHEREAS, the Grantor intends to award a grant in the amount up to \$63,000 to the Grantee for the purpose of supporting the creation of a BIZ in the State Street District as described in Application attached as Exhibit A; and

WHEREAS, the Parties understand and acknowledge by executing this Agreement the Grantor will not provide additional funding beyond what is written in the preceding paragraph and any project cost overruns or other expenses not expressly agreed in writing prior to the expenses being incurred will not be a liability on the part of the Grantor and will be the responsibility of the Grantee to pay; and

WHEREAS, the Parties have agreed to enter into this Agreement to provide the rights, remedies, and responsibilities of each Party, the Parties hereby agree as follows:

1. **Completion of the Project.** The Grantee shall design and execute the project pursuant to the terms of this Agreement.

2. **Representations and Warranties.**

a. The Grantor hereby represents and warrants that it has all requisite power to enter into this Agreement and to carry out and perform its obligations hereunder. All action required on the part of the Grantor and its officers, directors and shareholders for the authorization, execution and delivery of this Agreement and the performance by the Grantor of its obligations hereunder have been taken. This Agreement, when executed and delivered, shall constitute the legal and binding obligation of the Grantor in accordance with its terms, subject to (a) laws and court rules respecting election of remedies or limiting the availability of specific performance, injunctive relief and other equitable remedies and (b) bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect generally relating to or affecting creditors’ rights.

b. The Grantee hereby represents and warrants that has all requisite power to enter into this Agreement and to carry out and perform its obligations hereunder. All action required on the part of the Grantee and its officers, and agents for the authorization, execution and delivery of this Agreement and the performance by the Grantee of its obligations hereunder have been taken. This Agreement when executed and delivered, shall constitute the legal and binding obligations of the Grantee in accordance with its terms, subject to (a) laws or court rules respecting election of remedies or limiting the availability of specific performance, injunctive

relief and other equitable remedies and (b) bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect generally relating to or affecting creditors' rights.

c. The Grantee has not been debarred by either the federal, state or any local unit of government from receiving state or federal funds, nor is it currently the subject of any debarment or similar proceedings. The Grantee has no record of violation of any federal, state or local government's procurement, contracting or ethics rules. The Grantee certifies that it and its principals are not presently suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

d. The Grantee represents and warrants that it has disclosed in writing any existing conflicts of interest involving the Grantor or any contractor or subcontractor of the Grantee which will perform any work on the project, and that it will disclose in writing to the Grantor any such conflicts that arise during the term of this Agreement. The Grantee represents and warrants that it has not, and will not, offer to the Grantor or any of the Grantor's employees any unlawful inducement, prohibited benefit, or improper incentive to enter into this or any other agreement with the Grantor.

e. The Grantee shall ensure the project is completed in a diligent manner in accordance with industry practices, by individuals of suitable training and skill. The Grantee will ensure that all contractors, employees or other persons completing the Project have, and will maintain throughout the term of this Agreement, all licenses, permits, authorizations and approvals necessary for the lawful conduct of its business.

f. The Grantee acknowledges that the Grantor is providing funds for the costs of the project up to the amount of the grant award. The Grantor is not responsible for any Costs of the project in excess of the amount of the grant award. The Grantee represents that it has sufficient available funds to pay any remaining costs of the project and will use such funds to complete the project.

g. The Grantee agrees that it will not pass-through funding to any other organization or entity without first obtaining express written consent from the Grantor.

3. **Costs of the Project.** The Grantor shall provide funding at the time when this Agreement is fully executed to the Grantee for the Costs of the Project on a schedule as described in Schedule attached as Exhibit B, and in an amount up to the amount of the award. Any remaining amount of the costs of the project not covered by the award shall be the responsibility of the Grantee. The Grantee shall submit invoices and supporting documentation to the Grantor from Grantee suppliers and contractors sufficient to support that the funds have been spent in accordance with the Grantee's project application, including documentation certifying that all subcontractors and suppliers have been paid.

4. **Effective Date.** This Agreement shall become effective on the date (the "Effective Date") of execution by authorized representatives of the parties.

5. **Term and Termination.** This Agreement shall commence on the Effective Date and shall terminate, unless extended by mutual written agreement of the parties, when the project is properly and fully completed and the Grantor has remitted final payment to the Grantee for the costs of the project as set forth in this Agreement.

6. **Termination for Cause.** Either Party may immediately, upon written notice to the other Party, terminate this Agreement for cause if the other Party is in breach of any provision hereof or is in breach of any provision of applicable law.

7. **Return of Funds.** In the event the Grantee is in breach of any provision of the Agreement or law, or misuses the award in any way, it shall immediately, upon written demand from the Grantor, repay all of the award previously received pursuant to this Agreement, except to any extent the Grantor determines that any portion of the award may be retained by the Grantee for services rendered.

8. **Limitation of Liability; No Special Damages.** Except as otherwise provided herein, neither Party shall be liable to the other for any damages for loss of profits, loss of revenues, loss of goodwill, loss of anticipated savings, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Agreement. Nothing in this Agreement shall be construed as a waiver of governmental immunity, where applicable.

9. **Notice of Claims.** If either Party becomes aware of any injury, damages, claim, demand, action, legal proceeding, or other loss that may involve the other Party, whether directly or indirectly, it shall inform the other Party in writing within fifteen (15) business days of becoming aware of the injury, damages, claim, demand, action, legal proceeding, or other loss.

10. **Indemnification.** To the extent permitted by law, the Grantee shall indemnify and hold harmless the Grantor and the Grantor's employees, agents, directors and officers against all liability arising out of, or resulting from any third Party claim, suit, action or proceeding related to the award, this Agreement or the project and arising out of or resulting from (i) the failure of the Grantee or any of its agents, employees or contractors, to comply with the terms of this Agreement or any Applicable Law; (ii) the failure of the Grantee or any of its agents, employees or contractors, to pay any of its contractors, suppliers, or subcontractors; or (iii) any injury, loss, claim or damages arising from the actions or omissions of the Grantee or an agent, employee, director, officer or contractor of the Grantee.

11. **Reports, Data, and Information.** Each Party shall provide the other Party timely and reasonable access to all data and information in the controlling Party's possession or control related to the Project and/or necessary to comply with all Applicable Laws and reporting obligations related to ARPA Funds.

12. **Cooperation.** The Parties hereby agree to cooperate with each other to the fullest extent possible to effectuate the purposes of this Agreement and to assist each other with the satisfaction of any obligations of such Party under Applicable Laws.

13. **Informal Dispute Resolution.** The Grantor and the Grantee will attempt to settle any dispute through informal good faith negotiations. The dispute will be escalated to appropriate senior level management of the Parties, if necessary. Except as otherwise set forth herein, if such managers are unable to resolve the dispute within fifteen (15) business days of referral (or any other mutually agreed upon timeframe), the Parties will seek resolution of such disputes pursuant to Paragraph 14.

14. **Jurisdiction and Venue.** In the event the informal dispute resolution process described in Paragraph 13 is unsuccessful, any legal, equitable, or other action must be initiated in the courts of Washtenaw County, Michigan. The Grantee waives any objections, such as lack of personal jurisdiction or *forum non conveniens* to suit filed against it in Washtenaw County.

15. **Amendment.** This Agreement can be modified or amended only by written agreement executed and approved by both Parties in the same manner as required for the initial effectiveness of the Agreement.

16. **Heirs, Successors, and Assigns; Transferability.** All provisions of this Agreement are and will be binding on the heirs, executors, administrators, personal representatives, successors and assigns of the Grantor and the Grantee. This Agreement may not be transferred to any third party except by written agreement of the Parties.

17. **Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

18. **Governing Law.** The laws of the State of Michigan will control in the construction and enforcement of this Agreement.

19. **No Third-Party Beneficiaries.** Nothing expressed or referred to in this Agreement is intended or shall be construed to give any person other than the Parties to this Agreement or their respective successors or permitted assignees any legal or equitable right, remedy or claim under or in respect of this Agreement, it being the intention of the Parties that this Agreement and the transactions contemplated hereby shall be for the sole and exclusive benefit of such Parties or such successors and permitted assignees. The Grantee's contractors are not considered the Grantee's assignees and are not third-party beneficiaries.

20. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior agreements or understandings between them in any related to the subject matter of this Agreement. It is further understood and agreed that the

terms and conditions of this Agreement are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the Parties in any way related to the subject matter of this Agreement, except as expressly stated in this Agreement.

21. **Notices.** Any and all correspondence or notices required, permitted, or provided for under this Agreement to be delivered to any Party shall be sent to that Party by either electronic mail with confirmation of receipt or by first class mail. All such written notices shall be addressed as provided below. All correspondence shall be considered delivered to a Party as of the date that the electronic confirmation of receipt is received (if notice is provided by electronic mail) or when notice is deposited with sufficient postage with the United State Postal Service. A notice of termination shall be sent via electronic mail with confirmation of receipt or via certified mail to the address specified below. Notices shall be mailed to the following addresses:

If to the Grantor:
Ann Arbor DDA
407 N. 5TH Ave
Ann Arbor, MI 48104
mthomson@a2dda.org

If to Grantee:
State Street District
527 E. Liberty, Suite 210
Ann Arbor, MI 48104

22. **Force Majeure.** Any delay or failure in the performance by either Party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, fires, floods, epidemics, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes, that prevent the claiming Party from furnishing the materials or equipment, and other like events that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a Party's failure to perform its obligations under this Agreement. The COVID-19 Pandemic, in and of itself, is not a Force Majeure event

23. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original Agreement for all purposes.

Signatures of the Parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

24. **Rules of Construction.** The Parties hereto agree that they have been represented by counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

25. **Right of Inspection.** Within ten (10) calendar days of providing notice, the Grantor and its authorized representatives or designees have the right to enter and inspect Grantee's premises or any other places where work is being performed under this Agreement or in any location where records are kept related to this Agreement and examine, copy, and audit all records related to this Agreement in order to ensure that funds are used solely for authorized activities. The Grantee must cooperate and provide reasonable assistance. If financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded.

This Agreement is executed by the Parties on the dates indicated below, and each signatory warrants that he or she has the authority to execute this Agreement in behalf of said party.

**DOWNTOWN DEVELOPMENT AUTHORITY
OF THE CITY OF ANN ARBOR**

Dated: _____

By:

Title:

STATE STREET DISTRICT

Dated: _____

By:

Title:

GRANTEE FUNDING APPLICATION

Exhibit A (see following page)



**Ann Arbor Downtown Development Authority
Attention: DDA Executive Committee**

Dear Ann Arbor Downtown Development Authority Board,

On behalf of the State Street District Board of Directors, we are requesting the DDA Board consider an up to \$63,000 grant to explore the establishment of a Business Improvement Zone (BIZ) in the State Street area. Our intent is to engage Progressive Urban Management Associates (P.U.M.A.) to lead the project. As evidenced by the Main Street area BIZ, this initiative will enhance cleanliness, safety, and the overall visitor experience for residents, employees, and guests.

The proposed BIZ would focus on foundational services such as enhanced snow and litter removal, landscaping, and ongoing maintenance, complementing City and DDA operations. Once established, the District anticipates that the BIZ will work hand-in-hand with the DDA's new Downtown Service Team to coordinate and sustain a high standard of care across the downtown environment. Over time, the BIZ will help property owners and businesses become accustomed to consistent service levels and a visible management presence year-round.

Working collaboratively with P.U.M.A., we anticipate a ten-to twelve-month process beginning in early 2026 to evaluate feasibility, build consensus among property owners, and if supported, guide formation of the BIZ. The total consulting cost is \$70,000, including both feasibility and formation phases.

Recommended Steps for BIZ Formation:

- Phase 1 (up to \$50k - 10%, \$5k, will be funded by the District) Feasibility and Engagement (4-5 months): Conduct field assessments, refine property database, engage stakeholders, and evaluate functional and political feasibility culminating in a feasibility memo and BIZ framework.
- Phase 2 (\$20k - 10%, \$2k will be funded by the District) Formation (approx. 5-6 months): Prepare a draft and final Zone Plan, define base service levels, conduct a petition and ballot campaign, and assist with City Council approval.

This process will enable State Street stakeholders to confirm the right path forward for sustainable, locally driven management of the District's public realm. We look forward to collaborating closely with the DDA and community partners throughout this important next step in downtown's evolution.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nick Lemmer', with a stylized flourish at the end.

Nick Lemmer
Executive Director
State Street District
executivedirector@statestreetdistrict.org

527 E. Liberty, Suite 210
Ann Arbor, MI 48104

734.646.1500

contact@statestreetdistrict.org
statestreetdistrict.org
[@StateStDistrict](https://www.instagram.com/StateStDistrict)



September 19, 2025

Nick Lemmer
Executive Board Member
State Street District
Ann Arbor, MI
executivedirector@statestreetdistrict.org

Dear Nick:

On behalf of Progressive Urban Management Associates (P.U.M.A.), I am pleased to submit this proposal in response to the State Street District's interest in evaluating the feasibility of creating a Business Improvement Zone (BIZ) in the State Street neighborhood in Downtown Ann Arbor.

P.U.M.A. is a real estate economics and planning consultancy offering management, marketing, and financial expertise to advance downtown and community development. Improvement district formation and renewal for downtowns and urban neighborhoods are specialties of the firm. In the past 32 years, P.U.M.A. has assisted more than 300 clients in 40 states, Canada, and the Caribbean.

P.U.M.A. offers experience in downtown strategic planning, organizational development, and place management funding mechanisms, namely business improvement zones (generally known as Business Improvement Districts, or BIDs, nationally). We bring familiarity with creating, renewing, and undergoing strategic planning in improvement districts throughout the state of Michigan and the Midwest, including the following:

- Grand Rapids, MI (Organizational Strategic Plan, Improvement District Renewal, Downtown Plan)
- Traverse City, MI (DDA Organizational Transition Plan)
- Flint, MI (DDA Organizational Strategic Plan)
- Minneapolis, MN (Improvement District Organizational Strategic Plan, Expansion Feasibility Analysis)
- Cleveland, OH (Organizational Strategic Plans, Downtown Plan, Improvement District Formation)
- Evansville, IN (Downtown Plan, Improvement District Formation)
- Cedar Rapids, IA (Downtown Plan, Organizational Strategic Plan, Improvement District Renewal)
- Oklahoma City, OK (Improvement District Formation and Renewal, Organizational Strategic Plan)
- Omaha, NE (Improvement District Formation)
- Wichita, KS (Improvement District Formation)
- Columbia, MO (Downtown Strategic Plan, Improvement District Formation)

In addition to our extensive district formation/renewal and strategic planning work in the Midwest, we are considered a leader in improvement districts, and we have helped to establish

and/or renew more than 90 BIDs that collectively are generating more than \$120 million annually. We have worked in downtown business districts of all sizes around the country.

Our team members for the State Street BIZ Formation project would include:

Amanda Kannard, AICP, LPM, vice president and managing partner at P.U.M.A., is a project manager, urban planner, and designer with a decade of experience working on downtown and strategic plans, and district formation and renewal efforts throughout the country. Amanda specializes in community engagement, organizational planning, market research, and visual storytelling through graphic design and mapping. Originally from Wisconsin, Amanda holds a Bachelor's degree in Geography from the University of Wisconsin-Madison and a Masters of Urban Planning and Policy degree from the University of Illinois at Chicago. For this project, Amanda will be the **project manager** and key point of contact with the District leadership, coordinating project logistics, managing engagement, and drafting and designing plan documents.

Daniel Makela, LPM, vice president and market team lead with P.U.M.A., brings nearly 15 years of experience in the place management industry as a practitioner and consultant. Daniel holds a Masters in Community Planning degree from the University of Cincinnati and was formerly a senior project manager for the Louisville Downtown Partnership in Louisville, Kentucky. For the State Street BIZ formation project, Daniel will be the **assessment analyst**, evaluating real estate dynamics, leading database refinement, and assessment modeling.

Yvette Freeman, senior strategist at P.U.M.A., brings 20 years of experience in community development and district management as a practitioner. Yvette has served as the manager of the special services district in Silver Spring, Maryland, where she directed the day-to-day operations of a downtown BID. Prior to her work in Maryland, Yvette was the BID manager for the Downtown Denver Partnership where she supervised the daily operations of the 16th Street Mall. While at the Partnership, Yvette also worked to implement community development initiatives in Denver neighborhoods. For the State Street BIZ Formation project, Yvette will conduct a **clean and safe field evaluation** and develop recommendations tailored to the State Street District.

Resumes for our team members and a firm profile sheet are attached.

PROJECT UNDERSTANDING

P.U.M.A.'s consulting approach would assist the State Street District (the District) Board of Directors and a variety of neighborhood stakeholders determine the feasibility for establishing a Business Improvement Zone (BIZ) tailored to the unique needs and real estate dynamics of the State Street District, and if found feasible, help create it. Specific project objectives include:

- Determine how a new BIZ should best be positioned and organized to respond to current and future challenges and opportunities.
- Develop a holistic blueprint for a BIZ to ensure that new initiatives strengthen and unify overall safety, maintenance, marketing, and management efforts in the State Street District.
- Create a preferred BIZ option for the State Street District, providing detailed recommendations for rationale, boundaries, work program, budget, assessment methodology, and governance.
- Engage a variety of District stakeholders (i.e. property owners, businesses, residents, civic leaders, etc.) in a participatory process to form the BIZ.

SUGGESTED BIZ FORMATION APPROACH

The following steps are anticipated to determine the optimal management plan for the BIZ and then create it. The consulting approach builds support for the BIZ through a series of participatory processes that educate and engage direct stakeholders.

To provide input, direction, and an overall "sense of reality", the consultant team proposes creating a project Steering Committee, either comprised of the State Street District Board of Directors, or a separate group comprised of District stakeholders. The BIZ Steering Committee should include influential property and business owners, and work closely with the District Board, the DDA, City officials, University of Michigan representatives, and other stakeholders.

We recommend that the District designate a **primary point of contact** to work with the consultant team. Tasks for the point of contact include updating and maintaining a comprehensive property database, arranging logistics for consultant team meetings and site visits, and supporting the process to form the BIZ.

The steps of our process can be summarized as follows:

PHASE 1: BIZ FEASIBILITY & STAKEHOLDER ENGAGEMENT

1.1 District Orientation and Field Work: The consultant team will gain an initial understanding of the State Street District's real estate dynamics by reviewing any recent plans and market studies. We will undertake a site visit to become acquainted with the District study area, assess recent changes, and understand opportunities for the next five years. We will meet with influential stakeholders and the BIZ Steering Committee. The field work will help us understand the physical characteristics and conditions in the District, giving the consultant team an understanding of services that are needed. It will also help further refine the study area boundaries in the district, if necessary. We anticipate a two-day site visit to become acquainted with the district and conduct stakeholder meetings.

- *Clean and Safe Field Evaluation:* Fundamental services envisioned to be financed by a BIZ are cleanliness, safety, and enhanced maintenance. Similar to clean and safe services provided in other districts, the District BIZ could provide services above and beyond what the City and DDA are able to provide, including working with police to enhance safety, coordinating with social service and mental health agencies to connect unhoused individuals to services, offering hospitality to visitors, and/or providing enhanced maintenance and landscaping services. The P.U.M.A. team will conduct a field evaluation to develop a clean and safe philosophy, approach, and budget tailored to the State Street District. The process will also include interviews with local law enforcement, social service providers, and other relevant partners.

1.2 Database Refinement: The consultant team will assist the District in refining a comprehensive property database from available information at the City and/or County. The database will serve as source data for assessment scenarios.

1.3 Stakeholder Engagement: We will conduct stakeholder engagement to both educate and seek BIZ priorities from property owners, businesses, partner organizations, and

residents within the study area. Stakeholder outreach will consist of up to four (4) small group roundtables, and up to ten (15) one-on-one meetings as needed with influential and/or larger property owners. We will also meet with City and DDA officials to better understand the level of local government/elected official support for a State Street District BIZ. We will plan for a combination of remote and on-site meetings.

1.4 Feasibility Memo & BIZ Framework: Based upon the findings from the preceding process, the consultant team will develop a written memo summarizing key feasibility impressions for the district, including:

- *Functional Feasibility:* How can the BIZ advance the stabilization, activation, development, and/or marketing of the District? We will provide an evaluation of the pros and cons of the BIZ mechanism in the State Street District. A BIZ plan outline will include initial recommendations for boundary, service, budget, assessment, and governance options.
- *Political Feasibility:* Is there sufficient stakeholder support and a financial appetite to support a BIZ? From the stakeholder outreach process, we will determine top priorities for services and a general level of support for the concept. We will also evaluate the strength of the City, partners, and the BIZ Steering Committee, and determine their ability to carry out the BIZ formation process.
- *Recommendation for Moving Forward:* The evaluation of the preceding factors will result in a consultant recommendation to either 1) proceed with the forming a BIZ; 2) proceed with forming an alternative special district and/or organization; or 3) discontinue the process entirely. The recommendation and its rationale will be reviewed with the BIZ Steering Committee, DDA, and partner leadership.

PHASE 2: BIZ FORMATION

2.1 Draft Zone Plan: Based upon the stakeholder priorities identified, the first draft of a Zone Plan will be compiled. The plan format is designed as a user-friendly educational tool for property and business owners. The Zone Plan will include the following components:

- District rationale and objectives;
- Recommended district boundaries and identification of any sub-areas or benefit zones;
- Services to be provided with first year budget and multi-year projection;
- Recommended assessment methodology;
- Governance and service delivery structure, including initial board slate;
- City and DDA participation parameters;
- Timetable and steps for BIZ creation; and
- Other issues related to BIZ management and formation.

2.2 Base Level of Services: A quantified definition of the City and DDA's existing level of services within the District and a commitment to maintain a base level of services must be developed early in the BIZ formation process. The consultant team will work closely with the District to provide model base level of services agreements from other cities, assist in negotiations, and participate in the process as requested.

- 2.3 Zone Plan Review and Final Plan:** The preliminary Zone Plan will be forwarded to the BIZ Steering Committee for review in advance of subsequent Plan Review Workshops. The preliminary Zone Plan will also undergo a review by local legal counsel to ensure that it follows Michigan state statutes, including review of the draft petition and petition collection procedure. The consultant team will then incorporate revisions and prepare a final State Street District Zone Plan.
- 2.4 Database Verification/Refinement for Campaign:** To prepare for the property owner petition drive, the database will be refined to prepare property data sheets profiling each property owner. Database parameters will also be expanded to include percentage of influence on petition drive, support inclination, and other information useful for the petition drive.
- 2.5 BIZ Fact Sheet:** The consultant team will prepare a summary that communicates the parameters and benefits of the BIZ to property and business owners. The 2- to 4-page fact sheet will summarize the Zone Plan and will be distributed with petitions.
- 2.6 Campaign Coaching:** The consultant team will monitor and aid the BIZ Steering Committee during the petition drive and City Council approval process. These meetings will include tracking support, making “sales” assignments for property owners, and developing strategies for approval of the BIZ.
- 2.7 City Council Approval:** Upon the completion of a successful petition drive, the consultant team can be available to participate in public hearings establishing the BIZ.
- 2.8 Ballots:** Following the submission of petitions to the City Council, the consultant team will assist the District in completing the required ballot process.

FEE ESTIMATE

For the suggested steps provided above, estimated consulting fees are not-to-exceed \$50,000 to complete the Phase 1: Biz Feasibility & Stakeholder Engagement, and an additional \$20,000 to guide BIZ proponents through Phase 2. P.U.M.A. hourly rates are \$175 for our vice presidents and senior strategist. The preceding fee estimate anticipates 200 hours from our project manager, 120 hours from our assessment analyst, and 80 hours from our clean and safe specialist.

TIMELINE

Our experience suggests that it will take six- to twelve-months to guide State Street District stakeholders through the BIZ feasibility and formation process.

Thank you for considering this proposal and please contact me at 262-370-1992 or amanda@pumaworldhq.com if I can provide any additional information.

Sincerely,



Amanda Kannard
Vice President & Managing Partner

PROGRESSIVE URBAN MANAGEMENT ASSOCIATES

P.U.M.A. is recognized nationally for our team of experienced place management practitioners, planners, market researchers, and consensus builders. We're a one-stop shop for helping downtown, corridor, and neighborhood districts of all sizes tackle complex challenges through public engagement, strategic planning, actionable work plans, and financing tools.

SERVICES

Downtown, Neighborhood, and Corridor Planning

P.U.M.A. utilizes its market-based approach, community development lens, and inclusive engagement techniques to create innovative, yet actionable, plans in cities of all sizes.

- » Immersive community engagement and facilitation
- » Mapping and data analysis
- » Best practice research
- » Visual storytelling and graphics
- » Phased implementation

District Feasibility, Creation, and Renewal

P.U.M.A. is a national leader in the creation of place-based funding mechanisms used throughout the country to maintain, improve, and activate downtowns and urban districts. P.U.M.A. has helped create or renew more than 90 business improvement districts (BIDs) that collectively generate over \$100 million in annual revenue.

- » Assessment-based improvement districts (BIDs, PBIDs, etc.)
- » TIF-based districts (DDAs, URAs, etc.)
- » Feasibility analysis
- » District formation and renewal
- » Clean and safe program evaluation
- » Community education and campaign coaching

Organizational Strategic Planning

P.U.M.A. works with place management organizations and nonprofits in developing tactical strategic plans to guide their evolution and help them best adapt to today's challenges and opportunities.

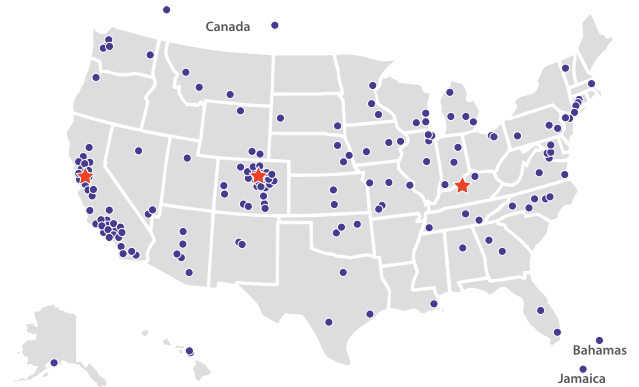
- » Consensus-building and facilitation
- » Creating or updating vision, mission, and goals
- » Financing and revenue diversification
- » Succession planning and executive search
- » Governance and organizational structure
- » Tactics and actions

Economic Resiliency

P.U.M.A. relies on its analytical toolkit and an understanding of urban markets to evaluate a community's inherent strengths and competitive advantages in order to tailor strategies that are grounded in reality.

- » Market analysis
- » Competitive advantages
- » Economic and housing policies
- » Financial feasibility and funding sources
- » *Global Trends Report* and other original research

WHERE WE'VE WORKED



32 years
300+ clients
40 states

CORE VALUES

Recognizing that planning is a dynamic process, we are continuously learning and adjusting our approach. As a team, we aspire to bring the following values to each of our projects:

- » Listen deeply and learn from the people who live and work in the community before drawing conclusions
- » Build consensus through wide-reaching, inclusive outreach
- » Promote accessible, equitable physical and social spaces for all community members
- » Equip ourselves – and our client communities – with data and analysis to inform decision-making
- » Focus on the “how” in addition to the “what,” so that our plans are actionable and achievable
- » *Diversity, equity, inclusion, and belonging* are values fundamental to our work and to who we are as individuals



AMANDA KANNARD, LPM, AICP

Vice President & Managing Partner

Project Management | Downtown and Strategic Planning | Data Analysis and Visualization | Design

EXPERTISE

Amanda Kannard is an urban planner, designer, and senior project manager with a decade of experience in the planning and place management fields. As a vice president, Amanda leads P.U.M.A.'s downtown planning practice and has managed a diversity of projects, from neighborhood, downtown, and corridor plans, to comprehensive community engagement efforts, to strategic visioning and organizational plans. She specializes in bringing together inclusive community engagement, market research, and visual storytelling to create visionary, yet actionable, plans. Amanda is a Certified Leader in Place Management (LPM), as designated by the International Downtown Association and is a certified planner by the American Planning Association's American Institute of Certified Planners (AICP).

Representative P.U.M.A. projects include:

- Developing strategic plans to guide downtown management organizations in Berkeley, CA; Cambridge, MA; Denver, CO; Norfolk, VA; Spokane, WA; Traverse City, MI; and Cleveland, OH.
- Managing downtown and neighborhood plans led by broad stakeholder and community input in Cedar Rapids, IA; Greeley, CO; Long Beach, CA; and Denver, CO.
- Leading and supporting BID and DDA feasibility, formation, and renewal, in Coral Gables, FL; Berkeley, CA; Boulder, CO; Brighton, CO; Denver, CO; Lafayette, CO; Norfolk, NE; Long Beach, CA; and Englewood, CO.

PAST EXPERIENCE

Senior Associate, PlaceWorks, Los Angeles, CA, 2020-2021

Contributed to research, report writing, graphic design, analysis, and public outreach efforts leading to key project deliverables for several general plans in Southern California. Specialized in online community engagement during the Covid-19 pandemic, leading integration of online mapping tools into outreach processes for various planning projects.

Associate, Metro Strategies, Chicago, IL, 2016-2017

Supported a variety of research, technical writing, stakeholder engagement and public outreach projects. Prepared marketing documents, conducted demographic analysis and produced external communications materials, maps and graphics.

Urban Planning Intern, Teska Associates, Evanston, IL, 2016

Assisted on a variety of planning initiatives by preparing project proposals, creating graphics, maps, promotional materials and book layouts for final documents and presentations, and analyzing and visualizing data. Helped to facilitate stakeholder, working group, and community meetings, and prepared interactive exhibits and exercises for public engagement events.

Urban Planning Intern, West Central Association, Chicago, IL, 2015-2016

Provided support on a variety of community-level planning initiatives, including balancing the Special Service Area #16 budget, conducting market research and data analysis, creating professional quality maps and graphics, and coordinating with local business owners to assess current and future community needs. Concurrently created a shared street placemaking feasibility analysis and design proposal for a thoroughfare within the Association's area.

AFFILIATIONS

American Planning Association (APA) Colorado Chapter Board Member

American Institute of Certified Planners (AICP)

International Downtown Association | Certified Leader in Place Management (LPM)

Downtown Colorado, Inc.

EDUCATION

Master of Urban Planning and Policy, University of Illinois at Chicago

Bachelor of Geography and Community and Environmental Sociology, University of Wisconsin-Madison

PROGRESSIVE URBAN
MANAGEMENT ASSOCIATES





DANIEL MAKELA, LPM

Vice President & Market Team Lead

BIDs | Downtown Planning | Market Research | Data Analysis | Graphic Design | Strategic Planning

EXPERTISE

As a vice president with P.U.M.A., Daniel is involved in all aspects of the firm's downtown-focused work, including market assessments, master plans, business improvement district formations, and strategic plans. Prior to joining P.U.M.A. in 2015, Daniel worked as a project manager in both the public sector and for a downtown management organization. Daniel is a Certified Leader in Place Management (LPM), as designated by the International Downtown Association.

Representative P.U.M.A. projects include:

- Developing strategic plans to guide downtown management organizations in Atlanta, GA; Durham, NC; Minneapolis, MN; San Jose, CA; and Washington, DC
- Producing market assessments for a diverse range of downtowns, including Durham, NC; Boulder, CO; Lincoln, NE; Rapid City, SD; Milwaukee, WI; and Traverse City, MI
- Crafting assessment models and operating plans for new and existing business improvement districts (BIDs) in Denver, CO; Chattanooga, TN; Grand Rapids, MI; and San Jose, CA
- Forming focused goals, strategies, and actions for downtown and neighborhood master plans, based on broad stakeholder and community input, in Denver, CO; Flagstaff, AZ; and Lincoln, NE

PAST EXPERIENCE

Senior Project Manager, Louisville Downtown Partnership, Louisville, KY, 2015

Worked as a senior member of the planning team. Managed and represented LDP on an array of downtown projects, including the creation of new zoning overlay districts, tactical urbanism events, and a downtown housing strategy.

Project Manager, Mayor's Innovation Team, Louisville, KY, 2012-2015

Worked on a small team dedicated to bringing innovation to local government. Managed various projects designed to improve customer service within the city planning department. Conducted detailed analysis to identify new solutions, set targets for those solutions, and track progress during implementation. Completed advanced project management training.

Economic Development Officer, Economic Development Department, Louisville, KY, 2010-2012

Worked with the City's commercial and industrial redevelopment division on long-range economic development and planning initiatives. Administered a brownfields assessment grant from the U.S. Environmental Protection Agency.

Research Assistant, Economic Center for Education and Research, Cincinnati, OH, 2008-2010

Worked with a research team on various community development projects. Assisted in the production of market assessments, economic cluster analyses, and workforce analyses.

OTHER EXPERIENCE

Bloomberg Fellowship, Research Center for Leadership in Action at the Wagner Graduate School of Public Service, New York University, 2012-2014

Urban Design Career Discovery Program, Graduate School of Design, Harvard University, 2007

PUBLICATIONS AND PRESENTATIONS

"Strategic Planning During (and After) COVID" | International Downtown Association National Conference, 2021

"How to Make Big Changes to your Planning Department" | Ohio-Kentucky-Indiana Regional Planning Conference, 2014

"Innovation in City Government" | Innovation Delivery Public Forums, Louisville, KY and New York, NY, 2013

"Art and Culture: The Transformation of Louisville's East Market District" | University of Cincinnati, OH, 2010

AFFILIATIONS

International Downtown Association | Certified Leader in Place Management (LPM)

Next City Vanguard Member

Urban Land Institute

EDUCATION

Master of Community Planning, University of Cincinnati, OH; AICP Award for top program graduate

Bachelor of Science in Economics, Centre College, Danville, KY (with abroad studies in France, Vietnam, and Cambodia)

PROGRESSIVE URBAN
MANAGEMENT ASSOCIATES





YVETTE J. FREEMAN

Senior Strategist

Community Outreach + Engagement | Business Development | BID Management | Operations

EXPERTISE

Yvette brings more than 25 years of experience in community development and urban district management as a practitioner and consultant. She joined Progressive Urban Management Associates in 2015 and provides facilitation, strategic planning, project management, community outreach, and business support.

Representative P.U.M.A. projects include:

- Conducting outreach to marginalized communities in Denver, CO; Lincoln, NE; Newark, NJ; Norfolk, VA; and Tulsa, OK
- Outreach to businesses and individuals for feedback about the City of Denver's public restrooms pilot program
- Providing project support and creative input to develop a strategic plan for downtown BIDs in Minneapolis, MN; Washington, DC; San Diego, CA; and Cleveland, OH
- Assisting with the formation of a business improvement district for Denver's Historic Five Points commercial strip
- Working with the City of Denver to improve inter-departmental communications and coordination to implement the City's transit oriented development plan
- Evaluating transportation management associations (TMAs) for the City of Denver and providing recommendations to develop greater efficiencies and organizational structure for the program

PAST EXPERIENCE

Operations Manager, Block by Block, Downtown Denver BID, Denver, CO, 2014

Managed nearly 70 "clean and safe ambassadors" for downtown Denver's 24/7/365 BID program; established higher performance standards and enhanced efficiencies.

Chief of Operations, Silver Spring Urban District, Montgomery County, MD, 2008-2014

Managed \$2.8 million budget and 40 union employees; introduced operational strategies and "clean and safe" standards to address Silver Spring's rapid growth and changing demands; partnered with Montgomery County Department of Corrections to establish an award-winning initiative for minor offenders to provide cleaning services in downtown; collaborated with government agencies and property owners to expand Washington DC's bike sharing program.

Operations Manager, Downtown Denver Business Improvement District, Denver, CO, 1994-2000

Managed various contractors and a \$1 million budget for the 120-block BID; established higher standards of cleanliness for the 16th St. Mall and BID; oversaw the 16th St. Mall vending program; advised property owners; worked collaboratively with the police, and other agencies including those serving the unhoused population, and young people of color; initiated and managed a customized \$500,000 light refurbishment project for the 16th St. Mall; collaborated with property owners, city staff and designers for a \$3 million streetscape improvement project.

Associate Director, Downtown Denver Partnership, Denver, CO, 1989-1994

Co-managed the locally and nationally recognized Business Support Office program to spur economic development in Denver's Five Points and Lower Downtown areas; planned and facilitated business workshops; conducted outreach to 500-plus downtown businesses and coordinated targeted marketing programs.

OTHER EXPERIENCE

Colfax Business Improvement District, Board Member (2018-2020)

All In Denver, Co-Founder and Board Member (2016-2020), a social equity advocacy organization

Chinook Fund, Board and Executive Committee Member (2002-2009), a partnership of activists, donors, and social change organizations promoting social justice and freedom from oppression

Lundy Leadership Challenge (1998-2001), an initiative to enhance leadership capacity in Colorado's LGBTQ community

AFFILIATIONS

International Downtown Association (IDA)

Urban Land Institute (ULI)

Rocky Mountain Land Use Institute (RMLUI)

EDUCATION

Bachelor of Science, Human Development and Family Studies, Colorado State University, Ft. Collins, CO

Certificate in Women's Interdisciplinary Studies, Colorado State University, Ft. Collins, CO

PROGRESSIVE URBAN
MANAGEMENT ASSOCIATES



P.U.M.A.

SCHEDULE OF PAYMENT

Exhibit B

The DDA shall provide a grant in an amount not to exceed \$63,000, distributed in two phases as follows:

Phase 1 Payment: An amount up to \$45,000 shall be paid upon the Grantee's satisfactory completion of Phase 1 and submission of all required documentation to the DDA.

Phase 2 Payment: An amount up to \$18,000 shall be paid upon the Grantee's satisfactory completion of Phase 2 and submission of all required documentation to the DDA.

Disbursements are contingent upon DDA verification that each phase has been completed in accordance with the terms of this Agreement.