

**PROFESSIONAL SERVICES AGREEMENT BETWEEN INTERFACE STUDIOS LLC AND
THE CITY OF ANN ARBOR COMPREHENSIVE PLAN**

This agreement ("Agreement") is between the City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and Interface Studios LLC ("Contractor"), a Pennsylvania Limited Liability Company, with its address at 340 N. 12th Street, #419, Philadelphia, PA 19107. City and Contractor are referred to collectively herein as the "Parties." The Parties agree as follows:

I. DEFINITIONS

Administering Service Area/Unit means the Planning Services unit of the Community Services Area.

Contract Administrator means Brett Lenart, Planning Manager, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

Deliverables means all Plans, Specifications, Reports, Recommendations, and other materials developed for and delivered to City by Contractor under this Agreement.

Project means all work associated with the development and adoption of the City Comprehensive Plan as further described in RFP 22-73.

II. DURATION

Contractor shall commence performance on June 1, 2023 ("Commencement Date"). This Agreement shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Article XI. The terms and conditions of this Agreement shall apply to the earlier of the Effective Date or Commencement Date.

III. SERVICES

- A. The Contractor agrees to provide services toward the planning, community engagement, development, and adoption of a new City of Ann Arbor Comprehensive Plan ("Services") in connection with the Project as described in Exhibit A. The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the compensation shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.

- B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. The Contractor shall perform its Services for the Project in compliance with all statutory, regulatory, and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement. The Contractor shall also comply with and be subject to the City of Ann Arbor policies applicable to independent contractors
- D. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City (if any) except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

IV. INDEPENDENT CONTRACTOR

The Parties agree that at all times and for all purposes under the terms of this Agreement each Party's relationship to any other Party shall be that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Party as a result of this Agreement.

Contractor does not have any authority to execute any contract or agreement on behalf of the City, and is not granted any authority to assume or create any obligation or liability on the City's behalf, or to bind the City in any way.

V. COMPENSATION OF CONTRACTOR

- A. The Contractor shall be paid in the manner set forth in Exhibit B. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator.
- B. The Contractor will be compensated for Services performed in addition to the Services described in Article III, only when the scope of and compensation for those additional Services have received prior written approval of the Contract Administrator.
- C. The Contractor shall keep complete records of work performed (e.g. tasks performed, hours allocated, etc.) so that the City may verify invoices submitted by the Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

VI. INSURANCE/INDEMNIFICATION

- A. The Contractor shall procure and maintain from the Effective Date or Commencement Date of this Agreement (whichever is earlier) through the conclusion of this Agreement, such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage that may arise under this Agreement; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor, or anyone employed by them directly or indirectly. Prior to commencement of work under this Agreement, Contractor shall provide to the City documentation satisfactory to the City, through City-approved means (currently myCOI), demonstrating it has obtained the policies and endorsements required by Exhibit C. Contractor shall add registration@mycoitracking.com to its safe sender's list so that it will receive necessary communication from myCOI. When requested, Contractor shall provide the same documentation for its subcontractor(s) (if any).
- B. Any insurance provider of Contractor shall be authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-authorized insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses, including attorney's fees, resulting or alleged to result, from any acts or omissions by Contractor or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the City's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

VII. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.

- B. Living Wage. If the Contractor is a “covered employer” as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Agreement a “living wage,” as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

VIII. WARRANTIES BY THE CONTRACTOR

- A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. The Contractor warrants that it has all the skills, experience, and professional licenses (if applicable) necessary to perform the Services pursuant to this Agreement.
- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services pursuant to this Agreement.
- D. The Contractor warrants that it has no personal or financial interest in the Project other than the fee it is to receive under this Agreement. The Contractor further certifies that it shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services it is to provide pursuant to this Agreement. Further Contractor agrees and certifies that it does not and will not employ or engage any person with a personal or financial interest in this Agreement.
- E. The Contractor warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes. Further Contractor agrees that the City shall have the right to set off any such debt against compensation awarded for Services under this Agreement.
- F. The Contractor warrants that its proposal for services was made in good faith, it arrived at the costs of its proposal independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
- G. The person signing this Agreement on behalf of Contractor represents and warrants that she/he has express authority to sign this Agreement for Contractor

and agrees to hold the City harmless for any costs or consequences of the absence of actual authority to sign.

IX. OBLIGATIONS OF THE CITY

- A. The City agrees to give the Contractor access to the Project area and other City-owned properties as required to perform the necessary Services under this Agreement.
- B. The City shall notify the Contractor of any defects in the Services of which the Contract Administrator has actual notice.

X. ASSIGNMENT

- A. The Contractor shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.
- B. The Contractor shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

XI. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.
- B. The City may terminate this Agreement, on at least thirty (30) days advance notice, for any reason, including convenience, without incurring any penalty, expense or liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Contractor acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The Contract Administrator shall give Contractor written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.

- D. The provisions of Articles VI and VIII shall survive the expiration or earlier termination of this Agreement for any reason. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

XII. REMEDIES

- A. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty or immunity of the Parties.
- B. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any agreement between the parties or otherwise.
- C. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

XIII. NOTICE

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated below or such other address as either party may designate by prior written notice to the other. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If Notice is sent to the CONTRACTOR, it shall be addressed and sent to:

Scott Page, Principal
Interface Studios
340 N. 12th Street, #419
Philadelphia, PA 19107

If Notice is sent to the CITY, it shall be addressed and sent to:

City of Ann Arbor
Brett Lenart, Planning Manager
301 E. Huron St.
Ann Arbor, Michigan 48104

With a copy to: The City of Ann Arbor
ATTN: Office of the City Attorney
301 East Huron Street, 3rd Floor
Ann Arbor, Michigan 48104

XIV. CHOICE OF LAW AND FORUM

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

XV. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all documents (i.e., Deliverables) prepared by or obtained by the Contractor as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in the possession of the Contractor as instruments of service unless specifically incorporated in a deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use. The City acknowledges that the documents are prepared only for the Project. Prior to completion of the contracted Services the City shall have a recognized proprietary interest in the work product of the Contractor.

XVI. CONFLICTS OF INTEREST OR REPRESENTATION

Contractor certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Contractor further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the Services under this Agreement.

Contractor agrees to advise the City if Contractor has been or is retained to handle any matter in which its representation is adverse to the City. The City's prospective consent to the Contractor's representation of a client in matters adverse to the City, as identified above, will not apply in any instance where, as the result of Contractor's representation, the Contractor has obtained

sensitive, proprietary or otherwise confidential information of a non-public nature that, if known to another client of the Contractor, could be used in any such other matter by the other client to the material disadvantage of the City. Each matter will be reviewed on a case by case basis.

XVII. SEVERABILITY OF PROVISIONS

Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

XVIII. EXTENT OF AGREEMENT

This Agreement, together Exhibits A, B, and C, constitutes the entire understanding between the City and the Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such form. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended or modified by written amendment signed by the Contractor and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

XIX. ELECTRONIC TRANSACTION

The parties agree that signatures on this Agreement may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this Agreement. This Agreement may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

XX. EFFECTIVE DATE

This Agreement will become effective when all parties have signed it. The Effective Date of this Agreement will be the date this Agreement is signed by the last party to sign it.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR INTERFACE STUDIOS LLC

By _____

Name: _____

Title: _____

Date: _____

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Date: _____

Approved as to substance

Derek Delacourt
Community Services Area Administrator

Milton Dohoney Jr., City Administrator

Approved as to form and content

Atleen Kaur, City Attorney

**EXHIBIT A
SCOPE OF SERVICES**

Interface Studios Scope of Services (Dates included in scope to be adjusted based on Commencement Date).

SCOPE OF SERVICES

The proposed scope of services is divided into five separate tasks: 1) Pre-Planning and Project Management; 2) Inventory & Analysis; 3) Community Engagement; 4) Vision & Recommendations and; 5) Plan Development.

TASK 1 – PRE-PLANNING AND PROJECT MANAGEMENT

1.1 PROJECT KICK OFF MEETING

This internal project kick off meeting with project representatives from the City and consultant team will discuss the project goals, existing values framework, roles and responsibilities, schedule, and high-level goals for community engagement strategy. The meeting will also be used to determine internal communications protocols including project contact list, file sharing and communications platform for the project. In addition, we will organize a schedule of bi-weekly conference calls with the City project leadership team to maintain coordination during each step of the process. We anticipate this meeting to occur virtually before our first trip with SmithGroup in attendance in-person.

1.2 COLLECTION & REVIEW OF BASE DATA AND PLANS

Our team will submit a formal request for data and information in GIS format. We will gather and review relevant reports, plans and studies for the City and region. We will also collect information on recently proposed development projects and capital expenditures on infrastructure, streets or other improvements in the City. In order to properly integrate University of Michigan campus planning efforts, we will also engage with the University and assess the potential citywide impacts of ongoing and planned campus initiatives. All of the strategies and proposed investments will be summarized in a chart and graphically on a map for discussion purposes. This summary will be the starting point for understanding the context of the project. A meeting will be scheduled with City Departments to review departmental priorities and projects, and understand how these relate to the values framework.

1.3 CREATION OF THE STEERING COMMITTEE

We will work with the City to convene a steering committee of City residents, employees, property owners, community leaders, and other local stakeholders to establish the processes and timelines for creating the plan. The group will help us conduct research, check our assumptions, gain further insight into the community, develop a values framework, evaluate our recommendations, and engage the community. As a part of this task, we will coordinate with the City (e.g. utilize the community engagement toolkit) to identify an appropriate mix of participants for the group, develop a welcome letter for participants and set a schedule of meetings for the project. We recommend keeping the group to 25 participants to allow for meaningful participation.

1.4 VALUES FRAMEWORK

As part of this process, the team will work with the City to establish and/or refine a working values framework and determine how it informs the initial data-gathering and technical analysis phase, and ensure that all elements of the general plan update are in alignment with the values. This includes working with the City and local stakeholders to develop a working definition of what equity and inclusion, affordability, and sustainability mean in the local context, determine additional key values that should be included, identify key considerations within each Plan element, identify socially vulnerable communities within the city, and highlight best practices the City already employs. By using this framing from the project's onset, our team ensures that the Plan employs a precise definition to address issues of social equity, affordability and sustainability, clearly identifies areas of concern, communicates a clear understanding of the City's at-risk populations, and puts forth a planning strategy that addresses historic disparities.

As the project progresses, our team will work with the City and Steering Committee to use the values to evaluate trade-offs and guide decision-making in all components of the plan, including housing, transportation, sustainability, economic development, open space and natural features, and land use policies. The public engagement process may also surface additional values for consideration through the working groups, survey, open houses, and neighborhood roundtables. Periodic check in and review with the Steering Committee over the course of the early engagement period will further shape the values framework and lead up to the development of the vision and goals.

1.5 PUBLIC PARTICIPATION AND COMMUNICATION PLAN

Our team will develop a Participation and Communication plan which will include:

- An outreach strategy for broad participation that includes working with the City and Steering Committee to identify target populations and stakeholder groups, and explore necessary components and accommodations for inclusive engagement;
- An outline of the various communication platforms, tactics and messaging needed for target audiences;
- Specific tools, methods and timing for engagement activities;
- Roles of the City, Steering Committee, and Consultants.

This Public Participation and Communication Plan will be developed with the City and the Steering Committee and is envisioned as a living document that will be updated as the planning process progresses. While laying out a clear schedule and activities are important to give the public a sense of how the project will unfold, we recommend that space and flexibility should be built into the public process to allow for course corrections and/or re-allocation of time and resources as the process evolves. (Please note that while we have outlined tools in this proposal, the public outreach process will truly be designed with the City and their partners.)

1.6 ESTABLISH GRAPHIC STANDARDS

It is extremely important for the Plan to have a world-class, professional brand that conveys vision and unity. Interface Studio will establish a set of graphic standards that all team members will use to produce their work. These graphic standards will build on Ann Arbor’s existing preferred fonts and colors and help to establish an identity for the work.

1.7 MARKETING MATERIALS AND UPDATES

Interface Studio will develop marketing materials throughout the project that are consistent in look, voice and messaging. These materials include postcards, flyers, graphics for social media and other products like t-shirts to help promote specific public events and get the word out about the Comprehensive Plan. We expect to use a combination of outlets, such as social media, print media, and a plan web page on the City’s website to engage and update residents on the process. This task includes regular updates and postings through the different channels identified in the Public Participation and Communication Plan.

1.8 STEERING COMMITTEE MEETINGS

We anticipate updating the steering committee bi-monthly through a combination of virtual meetings and in-person meetings depending on the purpose of the meeting and the comfort of the participants. Interface Studio will facilitate, provide an agenda and record meeting notes.

1.9 PLANNING COMMISSION AND COUNCIL UPDATES

We anticipate updating the Planning Commission and Council at key milestones during the project. We anticipate three touchpoints: after the initial round of data gathering and public input to report back on key findings and themes, after the second round of public input to review the values, goals and preliminary recommendations, and the end of the process to review the Plan.

1.10 PROJECT COORDINATION MEETINGS

Our team will coordinate with the City project team on a biweekly basis, and coordinate with other departments and local/regional stakeholders as needed at key milestones. These meetings can be put on the agenda of the regular standing project coordination meetings.

TASK 2 – INVENTORY & ANALYSIS

2.1 DIGESTING THE DATA

Our team will review the data provided by the City to develop presentation maps and summary graphics for public presentations. This portion of the analysis will afford visualization of the following variables:

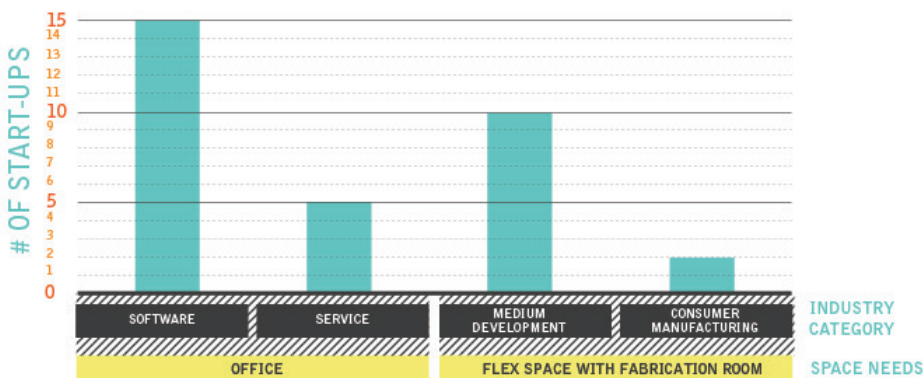
- Context maps illustrating regional connections and economic drivers;
- Current land use and zoning;
- Recent revitalization, investments, and proposed developments;
- Urban Design features including views, gathering places, and noteworthy buildings / spaces;
- Community assets such as institutions, employment centers, and open space;
- Economic conditions and trends that will supplement our team’s economic analysis;
- Infrastructure including water, sewer, stormwater, energy;
- Natural features and an environmental report card based on the City’s tree canopy, parks and environmental factors such as impervious surfaces and stormwater runoff;
- Commercial corridors and districts;
- Crime statistics if made available by the Ann Arbor Police;
- Quality of Life Issues including trash, vandalism, panhandling or other concerns.

THE INNOVATION ECONOMY

POTENTIAL DRIVERS OF FUTURE REAL ESTATE DEMAND IN DOWNTOWN

- >> To capture the opportunity, space will need to match business type
- >> Can the downtown migrate these businesses through their real estate development stages?

NUMBER OF START-UPS BY INDUSTRY CATEGORY GRAND RAPIDS AREA



NOTE: several businesses are not located in Grand Rapids

SOURCE: NP ANALYSIS OF GR CURRENT AND START GARDEN COMPANIES

Analysis of drivers for real estate demand in downtown Grand Rapids.

2.2 POLICY REVIEW

In addition to an analysis of previous plans, our team will review local policies with an eye toward accomplishing key comprehensive planning goals and alignment with the values framework being developed through the Comprehensive Plan. We will ask: what policies of the City currently assist or impede: creating healthy environments; ensuring community equity; providing safe, affordable housing and; addressing climate change?

2.3 AN ANALYSIS OF THE LOCAL AND REGIONAL ECONOMY

Our approach to economic analysis encompasses a combination of economic data and interviews with an array of individuals to understand existing businesses, emerging fields, business model and supply chain approaches. Ninigret Partners and &Access will create an economic profile that includes:

- Base level analysis including employment growth, establishment change, wages, industry concentrations among others;
- Entrepreneurial activity analysis using a series of proxy indicators from data sources such as Kickstarter & ETSY activity, business formation rates, SBIR funding rates, Crunchbase, university start ups;
- Workforce including commuter sheds, occupational distribution, educational levels, talent pipeline if relevant;
- Retail market analysis to define unmet demand considering population growth, including assessing the depth of retail entrepreneurial activity using a series of in-person and desk research data analyses

- Local context informed through review of existing reports, targeted interviews and discussion groups to identify strengths, weaknesses, opportunities and challenges.

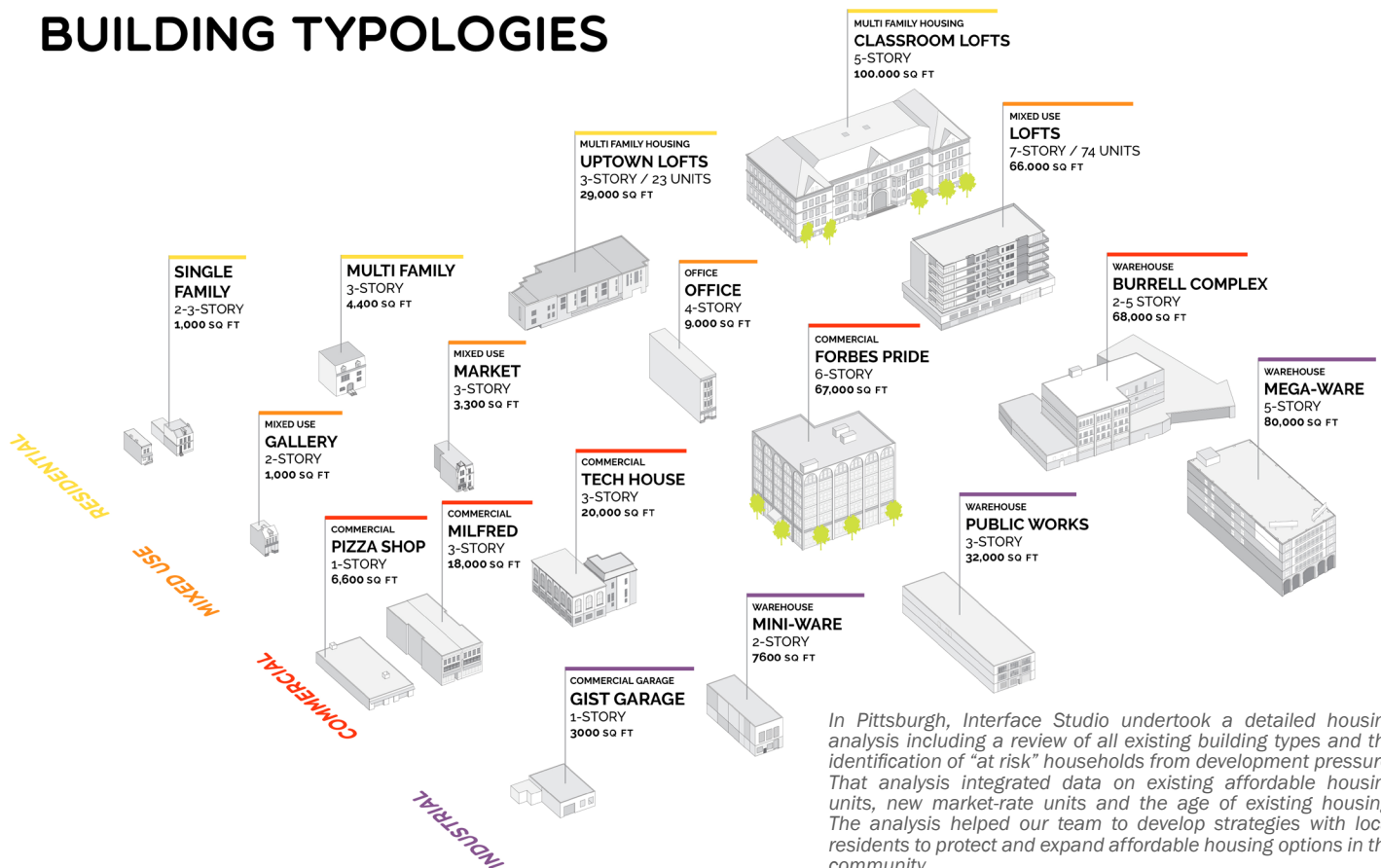
The findings of the economic profile will be summarized and key issues extracted, such as understanding the City’s industry concentrations and whether they create risk factors that need to be managed; potential growth opportunities from emerging fields; physical space and workforce requirements of target industries and emerging opportunities gaps; ability of real estate and land to accommodate emerging economic sectors; and whether commuting patterns support the City’s livability.

2.4 ESTABLISH SUSTAINABILITY AND LAND USE FRAMEWORK AND MODEL

The City of Ann Arbor adopted the A2Zero Carbon Neutrality plan in 2020 to achieve carbon neutrality by 2030. Land use patterns, driven by the City’s comprehensive plan, will play an instrumental role in defining the mix of building uses, the association between built destinations and transportation choices, and the equity of land use policies. All of these directly impact the city’s ability to meet its aggressive carbon neutrality goals.

During this task, the planning team will develop a conceptual framework and model that links strategies and actions from the A2Zero Plan to existing land use patterns. This model will demonstrate the relationship between carbon impacts and future land use patterns, and allow exploration of future land use scenarios. The assumptions and parameters of the

BUILDING TYPOLOGIES



In Pittsburgh, Interface Studio undertook a detailed housing analysis including a review of all existing building types and the identification of “at risk” households from development pressure. That analysis integrated data on existing affordable housing units, new market-rate units and the age of existing housing. The analysis helped our team to develop strategies with local residents to protect and expand affordable housing options in the community.

model will be vetted with City staff and key stakeholders for confirmation of the model design, alignment with A2Zero Plan, and ensure effective usage.

Some key areas for alignment may include, but is not limited to: (a) on-site renewable energy generation; (b) community solar programs; (c) electric vehicle charging stations; (d) green rental housing programs; (e) reducing vehicle miles traveled by 50% and support active transportation plans; (f) aligning transit with transit-oriented development patterns; (g) increase housing diversity; (h) develop mixed-use neighborhoods; (i) sustainable building design requirements; (j) establish resilience hubs; (k) and preserve/enhance urban tree canopy.

This model will also identify potential metrics pertaining to equity, affordability, resilience, transportation choices, and other quality of life indicators that align with the values and goals of the City. Once developed, this model can be used over the course of the planning process to evaluate different land use scenarios and proposals, and assess their potential outcomes and impacts on the city's overall sustainability.

2.5 TRANSPORTATION PLAN REVIEW

Our team recognizes the vital importance of aligning land use and transportation strategies to build a more affordable and accessible community that is safe and comfortable to navigate, regardless of transportation mode. In 2021, the City of Ann Arbor adopted the Moving Together Towards Vision Zero Comprehensive Transportation Master Plan. This plan outlined a range of actionable strategies to achieve Vision Zero (no transportation-related fatalities or serious injuries) by 2025 and to support the transportation objectives of the city's A2Zero Carbon Neutrality Plan. Aligning the transportation plan strategies with land use recommendations is of vital importance for ensuring the success of both plans. The Moving Together plan called for 20-minute neighborhoods, where every resident can access basic needs within a 20-minute walk, which the land use plan can reinforce and help achieve. Plan alignment can also emphasize opportunities for aligning transit access with a diversity of housing options for people, based on their life stage and mobility needs.

2.6 HOUSING ANALYSIS

Ninigret Partners and SmithGroup will produce an inventory of housing types and conditions to provide a granular understanding of the City's current housing stock. This will include the following assessments:

- Housing inventory and geographic distribution to document the number and location of the city's current stock of housing units by type, the age of units, owner-occupancy versus rental units and an inventory of subsidized housing and estimates of housing vouchers;
- Housing conditions to determine the condition of housing units across the city utilizing city code enforcement, demolitions, development pipeline, building permit and property tax data;
- Proximity to community assets analysis to identify the proximity of housing and neighborhoods to transit, employment centers, trails, green space and parks, shopping centers, and healthcare centers;
- Housing units under development to identify the number

of and type of housing units approved, target markets such as student housing or senior housing, the location of these future units, and the general sales price or lease range of the units.

A community housing profile will be developed that documents the following demographic, economic, and housing trends that describe the key factors driving housing demand in Ann Arbor:

- Demographic trends analyses will identify historic trends and projections for population growth, household formation, age cohorts, types of households, neighborhood propensity to change, race and ethnicity, and disabled populations;
- Economic trends analyses will demonstrate how economic factors influence housing demand through evaluations of employment growth by industry sectors, wage growth by sectors, workforce commuting trends, household income trends, and the local poverty rate;
- Housing trends will identify local and regional housing development trends, homeownership rates, sales prices and rents, percent of homes cost burdened, vacancy rates, and foreclosures.

2.7 BUDGET REVIEW

Our team will work with the City to frame the potential impacts to revenues and expenditures based upon current land use and policy practices. Our intent is to understand how City resources are related to decisions in land use, density and other codes.

TASK 3 – COMMUNITY ENGAGEMENT

3.1 STUDY AREA TOURS

Our team's success will hinge on seeing Ann Arbor through the eyes of those who know it best: residents, employees, business owners, and local stakeholders. At the kick-off steering committee meeting, we will recruit 4-5 tour guides and interested parties to give us a tour of key areas in the city. It is an opportunity for involved stakeholders to spend time with us and help us learn more about the City.

3.2 NEIGHBORHOOD OUTREACH TEAM

To ensure widespread and equitable participation, we propose hiring local residents to serve as an outreach team. Their role would be to coordinate with the planning team and execute critical engagement activities including the survey, community open houses, pop-up events, and the neighborhood roundtables / meeting in a box pop-up events. Outreach team members would also be asked to join the Steering Committee so they are updated on the process and findings at the same time. Our team, led by SmithGroup, will train outreach team members for each specific task. We expect an average of 15-20 hours per month for 5 residents over the course of 12 months however, some months will require more time and others less depending on the task. We ask that the City and Steering Committee identify potential candidates for our team to interview for the work. Our team's time in this task includes organizing the outreach team's work schedules, training,

technical assistance and integrating their work into the overall public engagement database.

3.3 ONE ON ONE STAKEHOLDER INTERVIEWS

Face-to-face and telephone interviews will be conducted with between 75 and 100 “critical actors” or “stakeholders.” Critical actors or stakeholders may include real estate industry representatives, City leadership, business community leadership, non-profit organizations, tourism representatives, key property owners or their representatives, residential community leaders, key business operators, key government staff, Council members, and others. We recommend starting with a stakeholder list identified by the Client team and Steering Committee members but reserving some of the interview slots for new names that emerge over the course of the engagement process.

3.4 SURVEY OF KEY STAKEHOLDERS

The Interface Studio team philosophy of public involvement in the planning process embraces the concept of residents and business owners as experts. We have developed and administered several types of citizen surveys in different communities, with varying levels of public interest. This tool is particularly useful for capturing the perspective of diverse stakeholders that include not just residents but also commuters and other non-resident community members who have a relationship and stake in the City. The Interface team will work with the steering committee to develop concise questions that will help to refine a vision for the City. We will create an on-line survey that will be distributed through partner organizations and tabulate and analyze the results. In addition, we will also design a hard copy of the survey for distribution in communities where internet access is low. Our overall goal is to have 500+ responses to a short 15-30 question survey about the City.

3.5 COLLABORATIVE MAP

The Interface team will create an on-line map that enables any user to add both “insights” and “ideas.” The map will serve as an on-line catalog of location-specific community-feedback concern and help to identify necessary improvements from the ground up. Previous uses of this tool have provided the process with hundreds of specific ideas and thousands of views by local residents.

As it is likely that some will not have internet access nearby, we will also create a large format hard-copy version of the interactive map which can be placed in a public space like a library. The hard-copy map will use stickers and notecards to mimic the

The GR Forward Open House had more than 450 visitors.

online map. We have had success with both versions of the map and will tailor the exercise to best meet the needs of this project.

3.6 OPEN HOUSES (public events)

We will work with the City to identify visible locations to hold a series of in-person and virtual public events. The intent is to design a roving pop-up gallery that presents Ann Arbor yesterday, today, and in the future. The City would be responsible for helping us to find and secure appropriate space for these events. We expect to hold one round of city-wide Open Houses (one in each Ward) to take place in a visible location that can serve to share and collect information from the public. These events, when properly marketed, present an opportunity to attract a lot of people and provide significant value for the process and in what we learn as a team. A virtual session will also be provided for each round with adapted activities.

The City may want to consider renting a visible, commercial space (or secure one for free from a kind-hearted property owner) during the course of the project to serve as the planning headquarters. This space would provide a home for one of the open houses but also the focus group meetings and other project meetings. With a clear storefront window, it could also serve as a nightly projection location to advertise the plan / upcoming events and communicate issues and ideas.

Our Open Houses include multiple games and tools designed to elicit public response and discussion. Many of the exhibits and games are easily transportable to other locations for use in public meetings and other events. The exhibits will be designed to share some of the trends and issues facing the City while encouraging different methods for people to tell us what they would like to see in the future and what they see as City values. The tools potentially include everything from City ‘Mad Libs’, our ‘Photo-Suggestion Booth’ and ‘Postcards from the Future’ designed to capture people’s vision and big ideas as well as interactive games designed to educate and discuss trade-offs about the specific policies and places.

We have included in our budget time to augment these major events with one town-hall style public event around the plan in



addition to those required for the Planning Commission and City Council.

3.7 NEIGHBORLY ROUNDTABLES / MEETINGS IN A BOX

We think some neighbors may want to organize their own discussions about the future of the City and its values. However, for this form of distributed engagement to be effective, it needs to be carefully designed such that findings make their way to the consulting team for inclusion into the overall process. Our team will create a package of materials that can be taken across the City or downloaded from the City's project website. This package will include a D.I.Y. kit that residents can use to talk with their neighbors about their neighborhood and the City. This may take the form of a game (game night!) or other materials. Instructions would clearly stipulate how to use the materials and how to record the feedback and deliver it to the team. To help jumpstart this process, we will use the Neighborhood Outreach team to take this material to their communities. Our hope is that this will help to generate additional awareness and interest in the Comprehensive Plan. We will also arm City staff with the material to take to events across the City. We call this our "meeting in a box" that includes some aspects of the open houses in portable form.

3.8 POP-UP EVENTS

There are also opportunities to use existing events and smaller, lighter pop-up events to get the word out about the plan and engage at various times throughout the process. Pop-up events will depend on the time of year and existing calendar of events, however we anticipate opportunities such as bike tours, transit tour, parks events, downtown pub crawl or small business event, and campus events as opportunities to provide information about the plan and also engage participants using the survey or "meeting in a box." We anticipate five pop-up events facilitated by the consultant team, with the Neighborhood Outreach Team. Additionally, the Neighborhood Outreach Team could be deployed to existing events to help administer the surveys.

3.9 WORKING GROUPS

The Steering Committee is only one way to be involved in this process. While the Steering Committee will provide overall guidance for the project, working groups offer an opportunity to dive deeper into specific topics, particularly those that need a sustained conversation to bring various sides together to explore pros and cons and come to a consensus. We anticipate this would include topics aligned with the values framework for affordability and housing, equitable economic development, and sustainability. We recommend assembling the working groups with the City and Steering Committee after the initial engagement so that there is some sense of what key issues are emerging. At this time, we anticipate up to 3 working groups that would meet 2 times each during the process: 1) after the initial rounds of engagement to reflect on the values and themes related to their topic and explore pros and cons of preliminary ideas and approaches, and 2) before the plan is drafted to refine the recommendations. Throughout, their work will help ensure the approach and recommendations are aligned with the values framework. Working Group members

could include steering committee members as well as additional stakeholders with interest and/or local expertise in a given working group topic.

3.10 FOCUS GROUPS

Interface Studio will work with the City to organize focus groups to discuss the analysis and findings. Focus groups are small groups of about 10 participants that allow for a rich discussion of ideas and concerns. Each focus group will be facilitated by our team with an agenda of previewing existing conditions data and generating discussion about specific strategies for the City. We ask that the City be responsible for inviting focus group participants, securing meeting space and providing light refreshments. We typically organize focus groups targeted to specific interests, however they can also be a good way to facilitate small group discussions for targeted populations that may be hard to reach through other methods. We initially recommend 5 focus groups which could include:

- Neighborhood organizations and engaged community members to hear about quality of life issues and integrated land use that maintains Ann Arbor's unique sense of place and strengthens neighborhoods.
- Unhoused and vulnerable populations such as low-income households seeking services.
- Youth to discuss their concerns and hopes for the future of Ann Arbor.
- Seniors to discuss challenges and opportunities related to "aging in place" and the AARP Livable Communities Initiative.
- Economic development stakeholder to discuss Ann Arbor's economic climate, resiliency, and competitiveness, with a focus on local jobs and diversity of businesses across all sectors.
- Developers to discuss the local market and City policies and procedures. This could be split into multiple focus groups where one is focused on residential developers and the other commercial.
- College students to discuss their perceptions of Ann Arbor and its ability to retain graduates.
- Transportation to discuss barriers and ideas toward encouraging safe, comfortable, and efficient transportation options for pedestrians, bicyclists, and transit users.

3.11 PUBLIC INVOLVEMENT DOCUMENTATION / SUMMARIZING THE THEMES

Public engagement is a critical source of data. To maximize its impact on the process, we carefully cull through the responses and feedback along the way. We spend a lot of time documenting, analyzing and graphically illustrating the engagement findings to help reveal the stories and values of Ann Arbor. We will create info-graphics and share them back with the public to reinforce the transparency of the process. This rigorous approach to not just engaging the public but also in capturing and illustrating the findings is essential in moving ideas and policies forward while also identifying the key barriers and issues that need to be addressed before completion of the draft Plan. We will organize all public comment and materials into an appendix and database.

TASK 4 – VISION & RECOMMENDATIONS

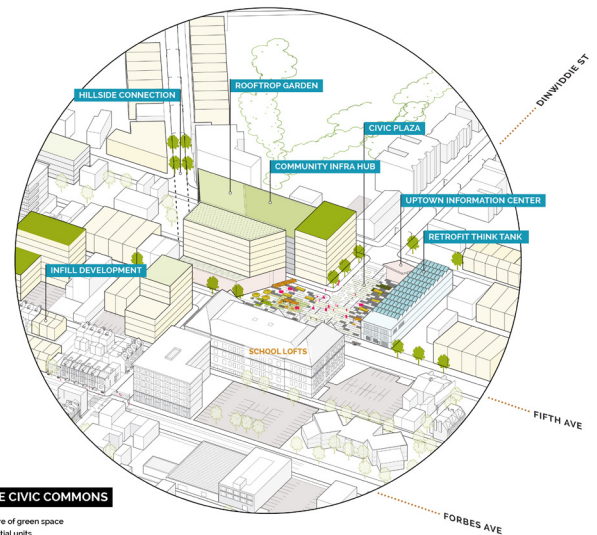
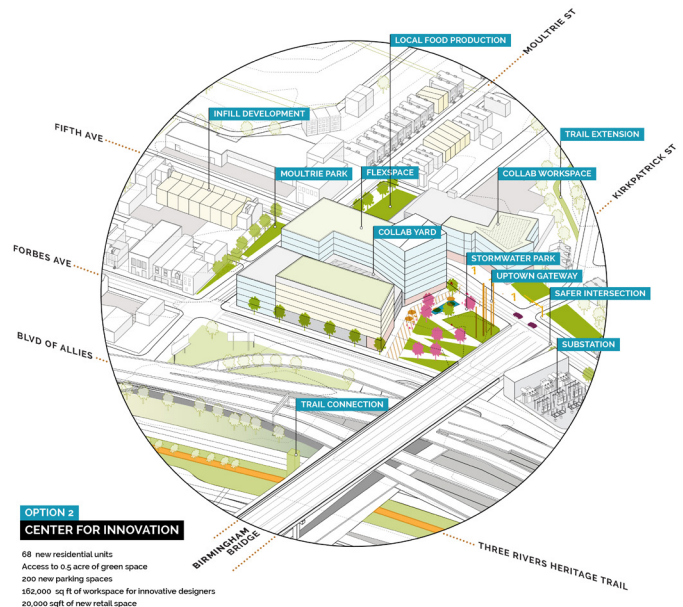
4.1 DRAFT VALUES FRAMEWORK AND STATEMENT OF GOALS AND OBJECTIVES

Building from the public outreach and data inventory, a draft set of goals and objectives embodying City values for the future will be developed for review and refinement by the steering committee, Planning Commission and submitted to Council for approval. Once approved, these goals and objectives will guide the recommendations developed for different elements of the plan.

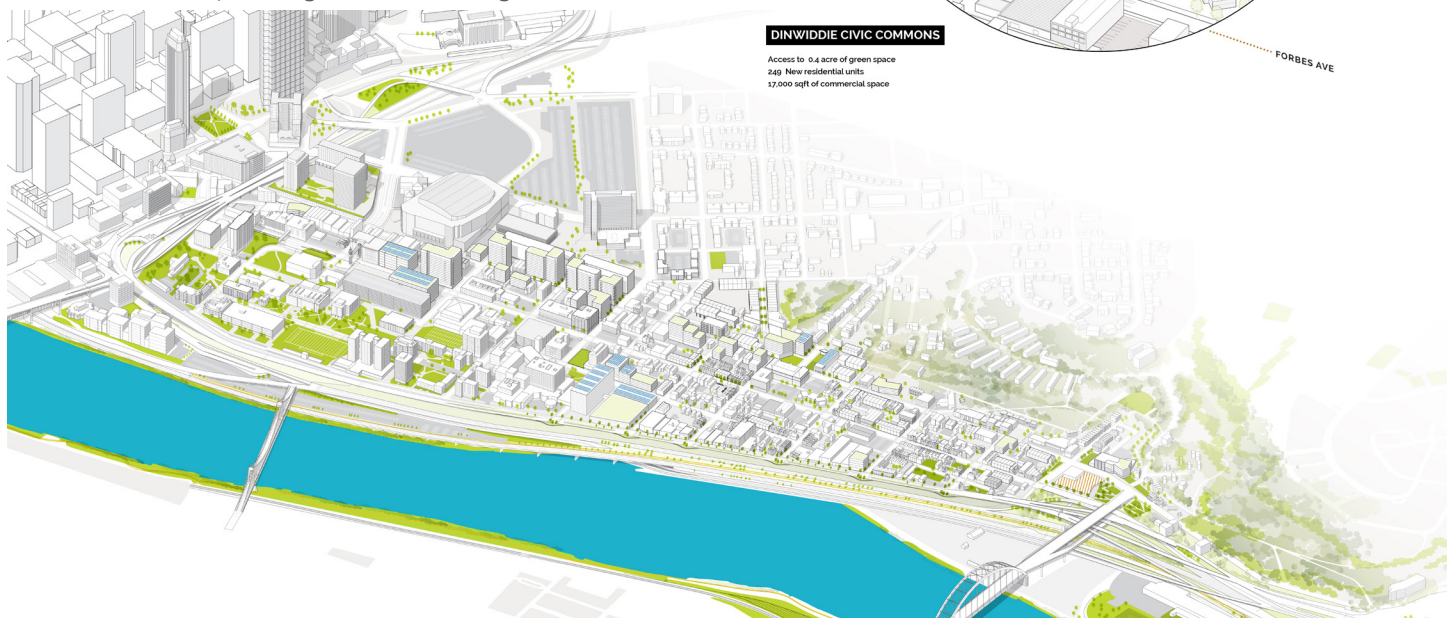
4.2 LAND USE ALTERNATIVES AND ZONING CONCEPTS

The technical analysis from prior tasks will produce an existing land use map overlaid by sites and areas that are susceptible and/or desired to change. Our charge is to develop future land use alternatives that are in line with the community-driven City values, based upon research and analysis, community input, and provide an exciting, inspiring vision for the future of the city. The future land use alternatives need to consider a few factors:

- Current land use designations. Should changes be made to existing designations including expanding or merging any land use categories? We will consider the range of flexibility in both the form and uses of different land use patterns.
- Identify locations / areas of Ann Arbor that should be preserved. These places are not changing due to local values, the need to protect the environment and/or to continue providing critical city services and utilities.
- Identify those locations that could change. Development and market pressures, undesirable or changing existing uses and other factors will reveal those places that are likely going to change or should change to better achieve the vision of Ann Arbor. For these locations, our team



Below & Right: Thoughtful considerations in housing, parks, and mobility results in a future vision for the Uptown neighborhood in Pittsburgh PA



will develop alternative uses for discussion and provide an analysis of trade-offs including fiscal, sustainable, and equitable considerations to the City, residents and partners.

- Neighborhood-scale sustainability. There are significant climactic and environmental issues facing Ann Arbor, including the need to prepare for climate change (warmer temperatures, shorter winters, increased precipitation with more severe precipitation events, and extreme heat and drought). Land use planning is one of the most impactful tools that the City of Ann Arbor has to promote sustainability, assess vulnerabilities, and improve decarbonization from different users.

As our team narrows in on a preferred land use alternative, additional strategies will be necessary to set clear expectations around density, form and other factors that shape local zoning procedures and guidelines. A zoning plan will identify necessary zoning changes to reflect the future land use, enhance preservation and promote the right kind of development for Ann Arbor.

4.3 HOUSING PLAN

The housing plan will develop recommendations based on key factors driving housing demand in Ann Arbor; demographic, economic and housing trends, including the University of Michigan's long-term goals and projected enrollment and employment. We will also develop tools to provide a range of housing types to enable residents to age in place. Reinforcing the connection between transportation and land use planning, our team will evaluate opportunities to establish a mechanism for transit-oriented development (TOD). Previous plans in Ann Arbor have recommended various forms of TOD, such as increased density and mix of uses along key transit corridors, a form-based code in downtown and on key corridors, or a specific TOD overlay.

Housing and neighborhood policy recommendations will be developed that describe strategies the city can take to drive housing preservation and development:

- Development incentive gap analysis identifying existing programs and processes/strategies to further incentivise development of a variety of housing types;
- Identify future need by type and hh income level;
- Innovative guidelines to support increased rates of homeownership in vulnerable populations;
- Recommendations for target geographic locations with high populations of vulnerable people;
- Analysis of zoning code barriers to developing and preserving the housing stock in Ann Arbor and removing barriers to developing deeply affordable housing;
- Recommendations for ways to prevent displacement and support aging in place and accessibility.'
- Explore funding incentives.

4.4 EQUITY & ECONOMIC DEVELOPMENT PLAN

The economic development plan will be structured to provide Ann Arbor with line of sight between issues and opportunities in the local economy with strategies and potential projects that can help to foster a growing, equitable economy. This includes ensuring policies avoid commercial displacement and providing additional opportunities for emerging minority-owned retail businesses. The plan will identify areas that are within the City's control, areas within regional control, areas that Ann Arbor can influence such as state policies, and larger economic forces that are outside of Ann Arbor's immediate ability to control or influence (e.g, digital technology adoption). This will help focus the plan, activities of the key stakeholders and accompanying performance metrics to measure Ann Arbor's progress toward meeting its community economic goals.

4.5 SUSTAINABILITY & RESILIENCE PLAN

The Sustainability Framework conceptual model (developed as part of Task 2) will be refined into a full Scenario Planning Tool that will enable the project team, stakeholders, and community at large to visualize and evaluate different land use alternatives at a city-wide scale across a range of criteria. This tool will align with sustainability principles established during the planning process and fully align with the A2Zero Carbon Neutrality Plan. Our team will work to engage the University of Michigan and align their sustainability goals with the city to the fullest extent feasible.

This planning tool will utilize our team's extensive GIS capabilities and access to the UrbanFootprint and ArcGIS platforms to conduct evaluations. Our team will work with project partners to identify the key metrics to be assessed and that have direct bearing on the equity, affordability, and sustainability of the city. This tool will take into account future population growth, demographic changes, land use development strategies, transportation patterns, and regional economic projections, among other considerations.

In addition to assessing sustainability from a carbon perspective, this planning task can assess the city's resiliency to understand potential threats, stressors, and shocks that could impact the city's vitality and the well-being of residents. Based on this assessment, the team will propose potential countermeasures and strategies that builds greater resilience into the fabric of the city.

4.6 FOCUS AREAS

In this Plan, the Interface team will evaluate site-specific recommendations and shift the focus to more district-scale strategies that develop and align with character areas and corridors throughout the City. With sustainability in mind, the Interface Team will develop a set of focus areas for the Plan that will drive the development and allocation of strategies. Applying a sustainability focus to the creation of Ann Arbor's focus areas will help to realize synergies in building type, infrastructure and systems, and provide simpler approaches to implementing sustainability strategies. Our team will

identify illustrative potential development scenarios for key focus areas along with design options for key corridors and public spaces. These graphics will serve as a means of helping to illustrate the potential future of Ann Arbor with the intent of bringing multiple areas of the Plan concepts and policies together and demonstrate their potential impact on focus areas in the City. This work will help our team to conduct our outreach by communicating the potential, trade-offs and options for different approaches.

TASK 5 – PLAN & IMPLEMENTATION

5.1 IMPLEMENTATION

We will develop an implementation strategy that identifies short-, medium- and long-term actions to achieve the goals that result from this planning process and parallel ones too. Our approach will focus on a strategy to leverage the various initiatives to generate a whole greater than a simple sum of parts. This will involve specifying sequencing, coordination of activities, and identifying various implementation “paths” that show how results and changes from achieving a certain project can help feed-into and make a subsequent project easier to complete and/or more successful. We will also consider implementation issues that arise from policies and practices, particularly those relating to transportation agency norms, and discuss as solutions leading industry design standards for urban areas. Working with the steering committee we will organize all recommendations into a spreadsheet that aligns the goals with the recommendations and identifies the necessary partners and funding sources to turn the ideas into reality. A clear list of priority projects and timeframes will be included to help local organizations and funders plan for the upcoming 5 years of work ahead.

5.2 OUTCOMES MEASUREMENT

For equity, affordability and sustainability to effectively inform and guide the City’s planning and investment, strategies need to include specified objectives and measurable indicators of progress. In this way, any recommendations would be evaluable by outcomes and not simply intent. The Interface team will work with the City and steering committee to develop the necessary metrics and outcomes to measure as the recommendations of the Plan are implemented.

5.3 PRELIMINARY & FINAL PLANS

All of the analysis and recommendations will be organized into one well-tailored, place-specific, graphically sophisticated document that describes in detail the set of policies, goals and action steps developed during the planning process. A draft copy suitable for print and digital distribution will be provided to the steering committee for review. Following the steering committee’s review, we will provide one set of revisions for Planning Commission to review and recommend to Council distribution of the draft plan.

Upon Council’s distribution of the draft plan for public review, we will provide short, social-media friendly snippets of key plan recommendations to encourage plan feedback. At the conclusion of the review period, we propose a public Q&A session ahead of the public hearing at Planning Commission to have more informal conversations to answer questions to ensure a smooth public hearing. The team will also coordinate with the City on key presentations to City/County or regional agencies and other stakeholders/agencies as determined by the Steering Committee. Following the public hearing, the project team will make one additional set of revisions before adoption. SmithGroup will support City Staff through the adoption process at Planning Commission and Council.

POTENTIAL ADDITIONAL TASKS

STANDALONE PLAN SUMMARY

We can create an additional stand-alone, user-friendly summary of the plan for wider distribution as well as an online summary. The exact format of the summaries will be determined with you toward the end of the process.

PROBABILITY SAMPLING METHOD SURVEY

Should there be interest in investing in a random sampling method, Interface Studio will outsource with a vendor to provide a statistically-significant survey from approximately 1,000 respondents across the City. The research firm ETC Institute can provide a proposal which recommends using an address-based sample design to reach a representative audience in a city of Ann Arbor’s size. This approach can use a combination of mail-based and web/phone data collection methods.

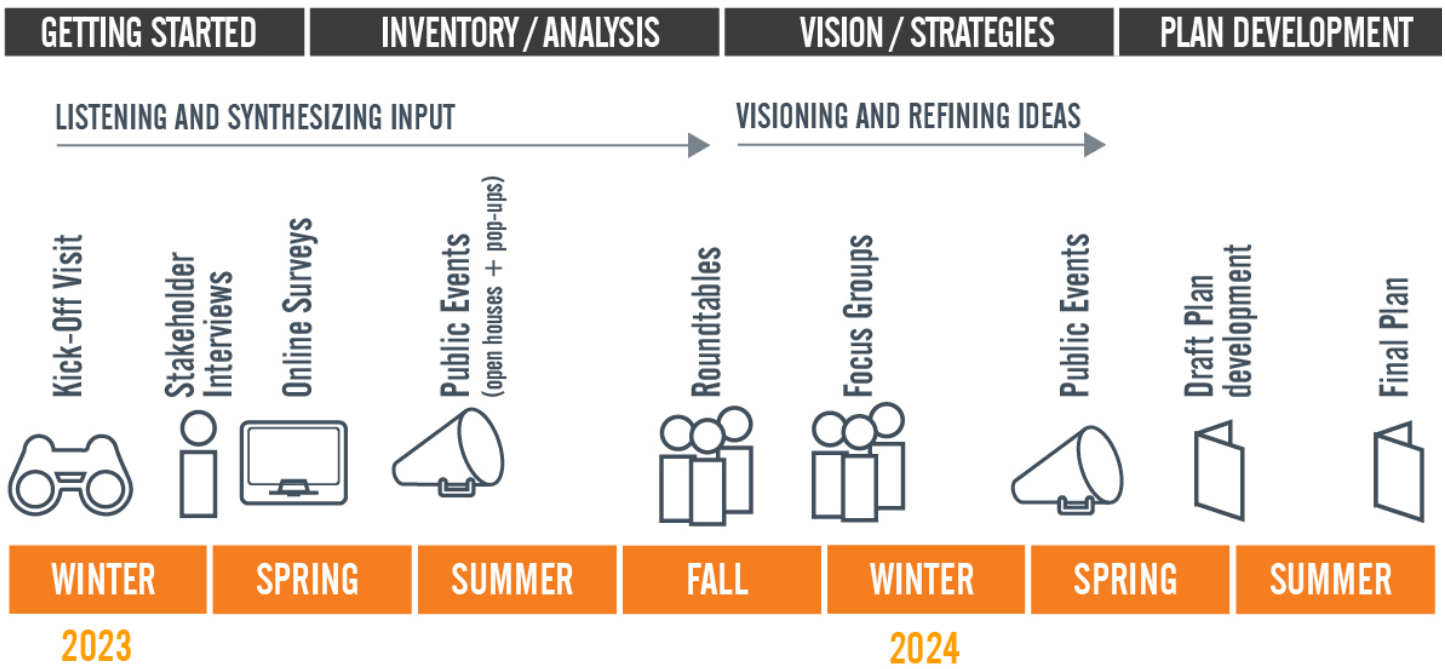
The collage features several key graphics:

- Destination Atlanta 2030:** A circular infographic with terms like 'friendly', 'equitable', 'thriving', 'transit', 'diverse and inclusive', 'growth', 'preservation', 'full of local flavor', and 'cultural spirit'. It includes the text: 'The free-friendly, pocket-sized summary for busy people curious about Downtown, today and the future, for Downtown in the coming years.' and 'PLANNED & EDITED BY: SmithGroup Architecture Urbanism, Betsy Adams, Greg and Devin Adams.'.
- Downtown Tomorrow:** A map showing development zones with callouts:
 - A Center of Culture & Entertainment:** 'An entertainment, cultural, and creative hub in the City's historic core. The 1.5-acre area will include a mix of uses, including retail, dining, and entertainment.' Callout: 'LET'S GEMMATE OUR CITY'S HISTORIC CORE IN THE DOWNTOWN MARKET. The history of Great Ann's "jewelry of culture".' 'Proposed King Street Corridor'.
 - A Thriving Business District:** 'Downtown's 10,000 jobs are concentrated in just 1% of the City's footprint. The 1.5-acre area will include a mix of uses, including retail, dining, and entertainment.' Callout: 'LET'S MAKE DOWNTOWN WORK FOR BUSINESSES BIG AND SMALL. Make Downtown the place to go for work, play, and live (WPAK, WPAK, WPAK).' 'Proposed King Street Corridor'.
 - A Transit Hub:** 'Downtown is the most transit-oriented part of the city, served by MARTA's Red, Blue, and Green Lines. The 1.5-acre area will include a mix of uses, including retail, dining, and entertainment.' Callout: 'LET'S INCREASE THE NUMBER OF PEOPLE WHO CHOOSE TO WALK, BIK, OR TAKE TRANSIT. Your city, get people!'.
 - A Collection of Neighborhoods:** 'Downtown's 25,000 people currently live in 1,000 units, but only 10% live in 1,000 units. The 1.5-acre area will include a mix of uses, including retail, dining, and entertainment.' Callout: 'LET'S BUILD UP A DENSE RESIDENTIAL NEIGHBORHOOD AND KEEP DOWNTOWN AFFORDABLE FOR A RANGE OF INCOMES. 25 more affordable housing units, more affordable rental units. Profitable development and a mix of uses, including retail, dining, and entertainment.' 'Proposed King Street Corridor'.
 - An Urban Heat:** 'Downtown's 25,000 people currently live in 1,000 units, but only 10% live in 1,000 units. The 1.5-acre area will include a mix of uses, including retail, dining, and entertainment.' Callout: 'LET'S INVEST IN GREEN SPACE AND MAKE DOWNTOWN MORE LIVABLE. Invest in green space, including trees, parks, and public art. Profitable development and a mix of uses, including retail, dining, and entertainment.' 'Proposed King Street Corridor'.

Right: Downtown Atlanta “Pocket Plan”

TIMELINE

We are ready to begin work in early 2023 if selected. We believe that the plan can be completed well within the 18-month period. As shown below, we expect to publicly launch the plan toward the end of the initial analysis with the first set of public events targeted for the spring/summer of 2023 and the visioning and development of recommendations underway in the fall/winter of 2023. The draft plan would be put together over the spring of 2024 with final public events taking place during that time. The timeline below includes a total of 12 trips to Ann Arbor to collect data, engage the public and coordinate with the City, Steering Committee, Working Groups, Planning Commission and Council. We anticipate ~8-9 Steering Committee meetings on a bimonthly basis but recognize that more may be desired and additional meetings can occur during our scheduled trips. The team will update the Planning Commission and Council at key milestones during the project as well.



DELIVERABLES

PHASE 1: GETTING STARTED

Feb 2023

Begin collecting available data, reviewing prior plans, studies, policies, and pipeline projects; form steering committee; develop participation and communication plan; establish graphic standards

March 2023

Begin analysis; interviews; kickoff with steering committee; tours; launch survey

- > Graphic standards
- > Public Participation & Communication Plan
- > Welcome letter to the Steering Committee
- > Kick-off presentation
- > Survey

PHASE 2: INVENTORY / ANALYSIS

April - June 2023

Continue interviews and tours; finish analysis

June 2023

Open houses

July - September 2023

Pop-up events

September - October 2023

Planning Commission/Council update; neighborly roundtables/meeting in a box; focus groups; synthesize initial input from public events

- > Summary maps and info-graphics of the data inventory
- > Map of key focus areas
- > Summary of opportunities and challenges
- > Public event design and installation
- > Roundtable materials
- > Graphics summarizing public input

PHASE 3: VISION & STRATEGIES

November 2023

Develop draft values, vision and goals / draft initial land use concepts and strategies; working groups (round 1)

December 2023- February 2024

Focus groups; synthesize input and further develop recommendations

March 2024

Planning Commission/Council update

April 2024

Working groups (round 2); Synthesize input and refine recommendations

May 2024

Final town hall

May - June 2024

Synthesize input from public event; Draft Plan development

- > Issue specific focus group presentations
- > Draft city-wide recommendations
- > Working group materials
- > Graphics summarizing engagement input
- > Summary presentation of key strategies

PHASE 4: IMPLEMENTATION

July 2024

Final Plan; adoption process

- > Implementation timeline
- > Draft Plan
- > Final Plan
- > All presentation slides
- > All GIS files delivered to City

**EXHIBIT B
COMPENSATION**

General

Contractor shall be paid for those Services performed pursuant to this Agreement inclusive of all reimbursable expenses (if applicable), in accordance with the terms and conditions herein. The Compensation Schedule below/attached states nature and amount of compensation the Contractor may charge the City:

Interface Studios Fee Structure

ANN ARBOR COMPREHENSIVE LAND USE PLAN COST ESTIMATE

TITLE	INTERFACE STUDIO					SMITH GROUP						NINIGRET PARTNERS			&ACCESS		Fee per Task		
	Lead Consultant Planning and Urban Design					Planning, Sustainability and Engagement						Economic Development and Housing			Retail Strategy				
	Scott, Principal	Stacey, Principal	Jamie, Senior Associate	Maria, Designer	Tobin, Designer	Michael/Dan, Principal	Oliver, Principal	Kathleen, Associate	Kendra/Alicia, Senior Advisor	Rachel/Carolyn, Planner	Catherine, Planner	Kevin, President	Julia, Analyst		Bobby, Chief Strategist	Solomon, Jr Strategist			
HOURLY RATE	\$150	\$150	\$130	\$100	\$100	\$235	\$185	\$160	\$140	\$125	\$95	\$225	\$75		\$275	\$190			
TASK 1: PRE-PLANNING & PROJECT MANAGEMENT																			
Task 1.1: PROJECT KICK OFF MEETING	2	2	2			\$ 860	2		2			2	\$ 980	2		\$ 450	2	\$ 550	\$ 2,840
Task 1.2: COLLECTION AND REVIEW OF BASE DATA AND PLANS		4	16	16		\$ 4,280		2	8			16	\$ 3,170	2	8	\$ 1,050		\$ -	\$ 8,500
Task 1.3: VALUES FRAMEWORK	2	8	24			\$ 4,620	2		4	4		\$ 1,670	2		\$ 450	1	\$ 275	\$ 7,015	
Task 1.4: CREATION OF THE STEERING COMMITTEE	1	2				\$ 450		2			2	\$ 620			\$ -		\$ -	\$ 1,070	
Task 1.5: PUBLIC PARTICIPATION AND COMMUNICATION PLAN	1	4	8			\$ 1,790		2	4		4	\$ 1,700			\$ -		\$ -	\$ 3,490	
Task 1.6: ESTABLISH GRAPHIC STANDARDS	1	2	16			\$ 2,530			2			\$ 510			\$ -		\$ -	\$ 3,040	
Task 1.7: MARKETING MATERIALS AND UPDATES		4	16	40	20	\$ 8,680			2			\$ 510			\$ -		\$ -	\$ 9,190	
Task 1.8: STEERING COMMITTEE MEETINGS (bimonthly)	9	18	18			\$ 6,390	4	8	18			\$ 5,300	12		\$ 2,700	12	\$ 3,300	\$ 17,690	
Task 1.9: COUNCIL AND PLANNING COMMISSION UPDATES (~3 at milestones)	6	12	12			\$ 4,260	12		12			\$ 4,740	6		\$ 1,350	6	\$ 1,650	\$ 12,000	
Task 1.10: PROJECT COORDINATION MEETINGS (biweekly)	8	18	36			\$ 8,580	8		36			\$ 7,640	8		\$ 1,800	8	\$ 4	\$ 20,980	
Total Hours	30	74	148	56	20		28	14	88	4	6	24		32	8		29	4	
Task 1 Cost Estimate						\$ 42,440						\$ 26,840			\$ 7,800			\$ 8,735	\$ 85,815
TASK 2: INVENTORY & ANALYSIS																			
Task 2.1: DIGESTING THE DATA	8	24	40	48	60	\$ 20,800		8	8	8	8	\$ 10,580	16	24	\$ 5,400	8	4	\$ 2,960	\$ 39,740
Task 2.2: POLICY REVIEW	8	24	24		16	\$ 9,520		4	16	4	4	\$ 6,640	24		\$ 5,400	4		\$ 1,100	\$ 22,660
Task 2.3: AN ANALYSIS OF THE LOCAL AND REGIONAL ECONOMY	2	2	12		16	\$ 3,760			2		4	\$ 820	24	40	\$ 8,400	20	30	\$ 11,200	\$ 24,180
Task 2.4: SUSTAINABILITY FRAMEWORK AND MODEL	2	2	2			\$ 860		16	8	40	8	\$ 14,640			\$ -	1		\$ 275	\$ 15,775
Task 2.5: TRANSPORTATION PLAN REVIEW	2	2	2			\$ 860		8			12	\$ 2,980			\$ -	1		\$ 275	\$ 4,115
Task 2.6: HOUSING ANALYSIS	2	2	2			\$ 860			4		36	\$ 7,040	16	30	\$ 5,850	1		\$ 275	\$ 14,025
Task 2.7: BUDGET REVIEW	2	2	4			\$ 1,120		2	2			\$ 690	4		\$ 900	4		\$ 1,100	\$ 3,810
Total Hours	26	58	86	48	92			38	40	52	72	144		84	94		39	34	
Task 2 Cost Estimate						\$ 37,780						\$ 43,390			\$ 25,950			\$ 17,185	\$ 124,305
TASK 3: COMMUNITY ENGAGEMENT																			
Task 3.1: NEIGHBORHOOD TOURS	4	4	4	4		\$ 2,120		4	4		4	\$ 2,260	4		\$ 900	4	4	\$ 1,860	\$ 7,140
Task 3.2: NEIGHBORHOOD OUTREACH TEAM		2	2			\$ 560			8	32		\$ 9,560			\$ -			\$ -	\$ 10,120
Task 3.3: INTERVIEWS	20	40	50			\$ 15,500	8	8	12		8	\$ 7,800	30	12	\$ 6,750	16	8	\$ 5,920	\$ 35,970
Task 3.4: SURVEY		8	8	8		\$ 3,040		2	2	4	4	\$ 4,790	2		\$ 450	2	2	\$ 930	\$ 9,210
Task 3.5: COLLABORATIVE MAP		2	8		16	\$ 2,940		4	2			\$ 4,860			\$ -			\$ -	\$ 7,800
Task 3.6: OPEN HOUSES (1 round in 5 wards, plus 1 town hall)	16	24	32	40	40	\$ 18,160	16	16	24		24	\$ 15,840			\$ -			\$ -	\$ 34,000
Task 3.7: POP-UP EVENTS (~5)		2	10	8		\$ 2,400			10		16	\$ 5,120			\$ -			\$ -	\$ 7,520
Task 3.8: NEIGHBORLY ROUNDTABLES / MEETINGS IN A BOX		2	8	16		\$ 2,940	4	4	4		4	\$ 3,580			\$ -			\$ -	\$ 6,520
Task 3.9: WORKING GROUPS (~3 groups meeting 2x each)	8	16	24	24		\$ 9,120	6	6	16		16	\$ 9,360	8		\$ 1,800	8		\$ 2,200	\$ 22,480
Task 3.10: FOCUS GROUPS (~5)	4	20	20	8		\$ 7,000	8	8	12	16	8	\$ 9,660	8		\$ 1,800	8		\$ 2,200	\$ 20,660
Task 3.11: PUBLIC ENGAGEMENT DOCUMENTATION / SUMMARY		8	8	24	24	\$ 7,040			4	8	12	\$ 7,060			\$ -			\$ -	\$ 14,100
Total Hours	52	128	174	132	80		42	52	98	60	96	256		52	-		38	14	
Task 3 Cost Estimate						\$ 70,820						\$ 79,890			\$ 11,700			\$ 13,110	\$ 175,520
TASK 4: VISION & RECOMMENDATIONS																			
Task 4.1: STATEMENT OF VISION, GOALS & OBJECTIVES	2	6	16			\$ 3,280		2	8	4	4	\$ 3,470	2		\$ 450	2		\$ 550	\$ 7,750
Task 4.2: LAND USE ALTERNATIVES & ZONING CONCEPTS	8	20	40	48	24	\$ 16,600	4	8	24	4	24	\$ 12,100	4		\$ 900	4		\$ 1,100	\$ 30,700
Task 4.3: HOUSING PLAN	4	4	16		16	\$ 4,880			12		40	\$ 9,200	20	32	\$ 6,900			\$ -	\$ 20,980
Task 4.4: ECONOMIC DEVELOPMENT PLAN	4	4	16		16	\$ 4,880			2		4	\$ 820	20	32	\$ 6,900	20	30	\$ 11,200	\$ 23,800
Task 4.5: SUSTAINABILITY PLAN	2	4	4		8	\$ 2,220		12	8	36	12	\$ 14,600			\$ -			\$ -	\$ 16,820
Task 4.6: FOCUS AREAS	4	16	48	40	40	\$ 17,240	4	8	8		16	\$ 8,740	8		\$ 1,800	8		\$ 2,200	\$ 29,980
Total Hours	24	54	140	88	104		8	30	62	44	100	136		54	64		34	30	
Task 4 Cost Estimate						\$ 49,100						\$ 48,930			\$ 16,950			\$ 15,050	\$ 130,030
TASK 5: PLAN DEVELOPMENT																			
Task 5.1: IMPLEMENTATION	4	12	24			\$ 5,520	2	2	24	4	4	\$ 5,740	16		\$ 3,600	4		\$ 1,100	\$ 15,960
Task 5.2: OUTCOMES MEASUREMENT	4	16	16			\$ 5,080		4	8	4	4	\$ 4,600	2		\$ 450	2		\$ 550	\$ 10,680
Task 5.3: PRELIMINARY & FINAL PLANS	48	96	120	60	40	\$ 47,200	8	16	24	24	16	\$ 17,840	16		\$ 3,600	4	4	\$ 1,860	\$ 70,500
Total Hours	56	124	160	60	40								34	-		10	4		
Task 5 Cost Estimate						\$ 57,800						\$ 28,180			\$ 7,650			\$ 3,510	\$ 97,140
LABOR SUBTOTAL						\$ 257,940						\$ 227,230			\$ 70,050			\$ 57,590	
TRAVEL EXPENSES						\$ 40,000									\$ -			\$ 5,300	\$ 45,300
NEIGHBORHOOD OUTREACH TEAM DIRECT HIRING COSTS						\$ 25,000													\$ 25,000
INCENTIVES / MEETING NEEDS												\$ 16,000							\$ 16,000
TOTAL ESTIMATED FEES						\$ 322,940						\$ 243,230			\$ 70,050			\$ 62,890	\$ 699,110

**EXHIBIT C
INSURANCE REQUIREMENTS**

From the earlier of the Effective Date or the Commencement Date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall have, at a minimum, the following insurance, including all endorsements necessary for Contractor to have or provide the required coverage.

- A. The Contractor shall have insurance that meets the following minimum requirements:
1. Professional Liability Insurance or Errors and Omissions Insurance protecting the Contractor and its employees in an amount not less than \$1,000,000.
 2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 each policy limit
 3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 04 13 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:

\$1,000,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined
\$2,000,000 Per Project General Aggregate
\$1,000,000 Personal and Advertising Injury
 4. Motor Vehicle Liability Insurance equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
 5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

- B. Insurance required under A.3 and A.4 above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City for any insurance listed herein.

- C. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional and unqualified 30-day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number(s); name of insurance company; name(s), email address(es), and address(es) of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions, which may be approved by the City in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. If any of the above coverages expire by their terms during the term of this Agreement, the Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.