

AGENDA

Vehicle Parking District
June 16, 2022 – 8:15 a.m.

City Administration Building – Training Room
309 N. 5th St. – Norfolk NE

- A. Call Meeting to Order
 - 1. Public notification of the location of the Open Meetings Act
 - 2. Roll Call
- B. Approval of Agenda
- C. Approval of meeting minutes from May 19, 2022 - Attached
- D. Financial Report – (Attached if available)
 - 1. Review invoices - Attached
 - 2. Review 2022-2023 Budget – Attached
- E. Old Business
 - 1. PUMA Discussion
 - a. Contract and Objectives
 - b. Steps 1 and 2
 - c. Core Values
 - d. Cost
- F. New Business
 - 1. BID Steering Committee Discussion
 - 2. BID Steering Committee Selection
- G. Other Business
 - 1. City projects update
 - a. Parking lot repair
 - b. Striping update

The next meeting July 21, 2022 at 8:15 a.m. at the Administration Building, 309 N 5th St.

VEHICLE PARKING DISTRICT ADVISORY BOARD

A. Call Meeting to Order

Connie Geary called the meeting to order at 8:20 a.m. Roll call found the following Board members present.

Members Present

Connie Geary
Stephanie Bates

Justin Webb
Doug Stebbing

Members Absent: None

John Stappert

Guests

Scott Adams
Andy Colvin
Candice Alder
Mickella Brabec

Lacey Porn
Steve Rames
Ex-Officio – Amy Renter
Sheila Rios

Geary informed the public about the location of the current copy of the Open Meetings Act posted in the meeting room and accessible to members of the public.

B. Approval of Agenda

A motion was made by Webb and seconded by Stebbing to approve the agenda. Roll call: Ayes: Bates, Geary, Stappert, and Webb. Nays: None. Absent: Stappert.

C. Approval of Minutes

A motion was made by Webb and seconded by Stebbing to approve the minutes from the April 21, 2022 meeting with one correction. Roll call: Ayes: Bates, Geary, Stebbing, and Webb. Nays: None. Absent: Stappert.

D. Financial Report

The most recent invoice from Lacey Porn for website management was discussed. Porn explained that the amount charged was increased in 2021, from \$1575 to \$1680 every 6 months, or \$35 per hour. A motion was made by Webb and seconded by Stebbing to increase the budget item #51 Public Relations from \$1680 to \$3360. Roll call: Ayes: Bates, Geary, Stebbing, and Webb. Nays: None. Absent: Stappert.

The board requested quarterly billings starting in May, 2022. A motion was made by Bates and seconded by Webb to approve the most recent Lacey Porn invoice from April, 2022 in the amount of \$840. Roll call: Ayes: Bates, Geary, Stebbing, and Webb. Nays: None. Absent: Stappert. The new website was discussed. Hollman Media charged the VPD a setup fee of \$5,144 and a monthly maintenance fee of \$75/month. Was this setup fee paid entirely by the VPD?

E. New Business

The annual budget was discussed. City Staff Accountant Sheila Rios led discussion and offered insight on planning. Public Works Director Steven Rames reported he will be contacting a company in Omaha for repair estimates to downtown parking lots. Discussion continued on creating a liaison between the VPD and the Engineering department to assess the downtown parking lots. There are several lights downtown that need to be repaired. It was decided that a list of these lights would be put together and sent to Mickella Brabec who will be the liaison for the VPD and City staff. The group discussed the levy and the services provided by the city. Discussion was held on revenue paid to the Downtown Norfolk Association (DNA) for advertising on the downtown sign. VPD representatives were unsure if proceeds were being repaid to the VPD. UPDATE: Mickella Brabec discussed the sign revenue with Connie Geary and Amy Renter. The DNA has received one payment recently and will send a payment to the VPD.

F. Old Business

1. Zoom call with PUMA

The next steps of the process were discussed. It was decided that VPD board members should submit three names to serve on the BID Steering Committee. These submissions should be sent two weeks prior to the June meeting. City staff will put together the recommendations and discussed at the June meeting.

2. Parking Lot Striping

Public Works Director Steven Rames reported the striping has not started yet because the paint is not available.

3. Other Discussion Topics

The downtown banners were brought up for discussion. Currently, the banners on display are from the Christmas season. Connie Geary indicated she would call Love Signs to replace the current banners with the summer banners. The VPD made a request to the City to move five planters from the East side of Bar A (Lot 279) to the Kensington Building, in front of the Housing Agency. Mickella Brabec will contact the Streets department. The VPD board determine costs for repairs to downtown sidewalks should come out of Line 46-Miscellaneous Labor or Parking lot maintenance. Members discussed the primary purpose of the VPD which is parking lot maintenance.

G. Other Business

1. City project Update – No Further Updates
2. Next meeting is June 16, 2022 at 8:15 a.m. in the City Administration Building – Training Room.
3. Items for next meeting – BID Steering Committee

Meeting adjourned at 9:49 a.m.

VPD Monthly Financial Summary - May 1, 2022 - June 1, 2022

Date	Expenses	Deposit	Expense	Description
5/30/2022	Sound Products		\$55.00	Monthly Music Service
				Monthly Payment for rent and monthly fees for
5/20/2022	DNA		\$1,500.00	maintenance, electricity, insurance of sign
6/7/2022	Hollman Media		\$74.95	Monthly Agreement CMS Pro Hosting
6/1/2022	Prime Sanitation		\$255.75	Monthly Trash Charges
5/25/2022	Love Signs		\$250.00	Change downtown banners out
5/27/2022	City of Norfolk		\$250.34	Water Billings (3/15/22 - 5/19/22)
	Total Expenses		\$2,386.04	

Hard copies of invoices will be available at the meeting.

2022-2023 Budget

FUND REVENUE DETAIL

FUND CODE: 103

Code	Description	2019-2020 Actual Revenues	2020-2021 Actual Revenues	2021-2022 Estimated Revenues	2021-2022 Budget	2021-2022 Budget	Dollar Increase (Decrease)	Percent Increase (Decrease)
	Beginning Fund Balance	110,735	151,090	196,549	185,231	181,844	(3,387)	(1.83%)
	Taxes							
31101	Property Taxes	102,869	95,348	96,500	101,112	109,112	8,000	7.91%
31401	Motor Vehicle Pro Rate	285	292	300	270	270	-	-
	Total Taxes	103,154	95,640	96,800	101,382	109,382	8,000	7.89%
	Intergovernmental Revenues							
34506	Homestead Allocation	-	-	65	-	-	-	-
34507	Property Tax Credit	6,526	4,316	4,371	-	-	-	-
	Total Intergovernmental Revenues	6,526	4,316	4,436	-	-	-	-
	Rent & Other Revenue							
37102	Other Rental Income	190	-	-	-	-	-	-
37104	Parking Lot Rent	34,769	34,643	-	-	-	-	-
	Total Rent & Other Revenue	34,959	34,643	-	-	-	-	-
	Other Interest Income							
38601	Interest on Loans	274	145	2	12	-	(12)	(100.00%)
38801	Other Interest Income	1,822	733	400	200	1,400	1,200	600.00%
	Total Other Interest Income	2,096	878	402	212	1,400	1,188	560.38%
	Non-Revenue Receipts							
39503	Proceeds - Refunding Bonds	-	155,000	-	-	-	-	-
39704	Other Loans Principal Payments	5,037	6,132	1,175	1,920	-	(1,920)	(100.00%)
	Total Non-Revenue Receipts	5,037	161,132	1,175	1,920	-	(1,920)	(100.00%)
	Total Revenue	151,772	296,609	102,813	103,514	110,782	7,268	7.02%
	Total Funds Available	262,507	447,699	299,362	288,745	292,626	3,881	1.34%

2022-2023 Budget

FUND REVENUE BUDGET CALCULATION

FUND CODE: 103

Code	Description	Amount
	BEGINNING FUND BALANCE	181,844
	Estimate of amount to be brought forward on October 1, 2022 after current obligations which includes \$14,019 cash held by the County Treasurer.	
31101	PROPERTY TAXES	109,112
	All property taxes on real and personal property are measured by value. Assuming a 1% collection fee, it will be necessary to levy property tax of \$110,203 resulting in a levy rate of 35 cents per \$100 of assessed value.	
31401	MOTOR VEHICLE PRO RATE	270
38801	OTHER INTEREST INCOME	1,400
	Average of beginning and ending balance @ 1%.	

2022-2023 Budget

DIVISION EXPENDITURE DETAIL

DIVISION CODE: 013

Code	Description	2019-2020 Actual Expenditures	2020-2021 Actual Expenditures	2021-2022 Estimated Expenditures	2021-2022 Budget	2021-2022 Budget	Dollar Increase (Decrease)	Percent Increase (Decrease)
Other Operating Costs								
33	Contract Snow Removal	23,103	24,281	4,032	28,000	28,000	-	-
	Total Other Operating Costs	23,103	24,281	4,032	28,000	28,000	-	-
Utilities & Maintenance								
41	Electricity	4,105	3,424	4,000	4,400	4,400	-	-
43	Water & Sewer	-	1,289	2,000	1,200	1,500	300	25.00%
46	Building Ground & Plant Maintenance	29,748	13,444	46,000	85,300	78,200	(7,100)	(8.32%)
	Total Utilities & Maintenance	33,853	18,157	52,000	90,900	84,100	(6,800)	(7.48%)
Legislative Affairs								
51	Public Relations	10,341	7,592	11,000	23,540	21,500	(2,040)	(8.67%)
	Total Legislative Affairs	10,341	7,592	11,000	23,540	21,500	(2,040)	(8.67%)
Other Administration & Overhead								
61	Insurance	185	269	464	275	550	275	100.00%
63	Postage	75	34	50	125	50	(75)	(60.00%)
64	Office Supplies	589	-	500	1,750	500	(1,250)	(71.43%)
65	Legal Notices & Advertising	644	31	1,000	1,000	1,000	-	-
68	Other Professional Fees	22,131	27,247	32,458	24,180	27,540	3,360	13.90%
	Total Administration & Overhead	23,624	27,581	34,472	27,330	29,640	2,310	8.45%
Debt Service								
91	Principal	15,000	170,000	15,000	15,000	20,000	5,000	33.33%
92	Interest	5,496	3,539	1,014	1,014	930	(84)	(8.28%)
	Total Debt Service	20,496	173,539	16,014	16,014	20,930	4,916	30.70%
	Total Expenditures	111,417	251,150	117,518	185,784	184,170	(1,614)	(0.87%)
	Ending Balance	151,090	196,549	181,844	102,961	108,456	5,495	5.34%
	Total Funds Accounted For	262,507	447,699	299,362	288,745	292,626	3,881	1.34%

CITY OF NORFOLK, NE

VEHICLE PARKING FUND

2022-2023 Budget

DIVISION EXPENDITURE BUDGET CALCULATION

DIVISION CODE: 013

Code	Description	Amount	Code	Description	Amount	Code	Description	Amount
30	OTHER OPERATING COSTS		60	OTHER ADMIN. & OVERHEAD				
33	CONTRACT SNOW REMOVAL		61	INSURANCE				
	Estimated cost to contract w/outside contractors to remove snow of Off-Street Parking District	28,000		General Liability	550			
	TOT.CONTRACT SNOW REMOVA	28,000		TOTAL INSURANCE	550			
	TOTAL OTHER OPER. COSTS	28,000	63	POSTAGE	50			
				TOTAL POSTAGE	50			
40	UTILITIES & MAINTENANCE		64	OFFICE SUPPLIES				
41	ELECTRICITY			Miscellaneous	500			
	Lights	4,400		TOTAL OFFICE SUPPLIES	500			
	TOTAL ELECTRICITY	4,400	65	LEGAL NOTICES & ADVERTISE	1,000			
				TOT. LEGAL NOTICES&ADVER.	1,000			
43	WATER & SEWER		68	PROFESSIONAL FEES				
	City Owned Sprinklers	1,500		Transfer to City of Norfolk General Fund for bookkeeping, and general administration	5,780			
	TOTAL WATER & SEWER	1,500		Filing Fees for FIP	400			
46	MAINTENANCE			Website Management	3,360			
	Sweeping	3,500		DNA Management of Digital Sign	18,000			
	Landscape Maintenance	9,000		TOTAL PROFESSIONAL FEES	27,540			
	Parking Lot Maintenance	60,000		TOT. OTHER ADMIN.&OVHEAD	29,640			
	Trash Collection	3,200						
	Materials & Miscellaneous Labor	2,500	90	DEBT SERVICE				
	TOTAL MAINTENANCE	78,200	91	PRINCIPAL				
	TOTAL UTILITIES & MAINT.	84,100		Bond Payment	20,000			
				TOTAL PRINCIPAL	20,000			
50	LEGISLATIVE AFFAIRS		92	INTEREST				
51	PUBLIC RELATIONS			Bond Payment	930			
	Music Service	660		TOTAL INTEREST	930			
	Website Hosting	840		TOTAL DEBT SERVICE	20,930			
	Other Advertising & Promotion	20,000						
	TOTAL PUBLIC RELATIONS	21,500						
	TOTAL LEGISLATIVE AFFAIRS	21,500						
				GRAND TOTAL	184,170			

CITY OF NORFOLK, NE

VEHICLE PARKING FUND

2022-2023 Budget

DIVISION EXPENDITURE BUDGET CALCULATION

DIVISION CODE: 013

FISCAL YEAR 2022-2023

Bond Issue	Payment Date			Principal Amount	Payment Date		Interest Amount	Total Interest
Off-Street Parking Refunding Bonds Series 2020	12-	15-	2022	20,000	12-15 -22		490	
					6-15 -23		440	930
TOTALS				20,000			930	930



November 29, 2021

Andy Colvin
City Administrator
City of Norfolk
309 North 5th Street
Norfolk, NE 68701

Dear Andy:

On behalf of the Progressive Urban Management Associates team, I am pleased to submit this letter of approach in response to the City of Norfolk's interest in exploring the creation of a business improvement district in Downtown Norfolk.

Progressive Urban Management Associates (P.U.M.A.) is a Denver-based real estate economics and planning consultancy offering management, marketing and financial expertise to advance downtown and community development. In the past 28 years, P.U.M.A. has assisted more than 250 clients in 38 states, Canada and the Caribbean. In Nebraska, we have worked on BID formation and renewal assignments in Lincoln and Omaha. Additional information is available at our website at www.pumaworldhq.com.

P.U.M.A. offers experience in downtown strategic planning, organizational development and business improvement districts (BIDs). We are considered a national leader in BIDs, and we have helped to establish and/or renew more than 80 BIDs that collectively are generating more than \$100 million annually. Specializing in downtown business districts, we have completed BID creation, renewal and strategic planning projects in the following cities:

- **Boulder, CO** (Downtown BID Formation, Downtown Retail Strategy)
- **Cedar Rapids, IA** (Downtown BID Strategic Plan and Renewal)
- **Columbia, MO** (Downtown Strategic Plan and BID Formation)
- **Denver, CO** (Neighborhood Business District BID Formation)
- **Evansville, IN** (Downtown Plan and BID Formation)
- **Grand Junction, CO** (Downtown BID Formation)
- **Lincoln, NE** (Downtown BID Renewal and Downtown Plan)
- **Omaha, NE** (Downtown BID Formation)
- **Salina, KS** (Downtown Plan and BID Renewal)
- **Sioux City, IA** (Downtown BID Strategic Plan)
- **Sioux Falls, SD** (Downtown Plan)
- **Springfield, MO** (Downtown BID Formation and Commercial Street Strategic Plan)
- **Stillwater, OK** (Downtown Plan and BID Formation)
- **Wichita, KS** (Downtown BID Formation)

Our team members for a Norfolk assignment would include:

Brad Segal, president of P.U.M.A. brings nearly 35 years of experience in the downtown management and community development field as both a consultant and practitioner. Prior to forming P.U.M.A., he served as the senior director of the Downtown Denver Partnership, one of the nation's premier BIDs with a diversified organizational structure. Brad has served four terms on the board of directors of the International Downtown Association. Brad is acknowledged as

Andy Colvin
November 29, 2021
Page 2.

a national leader and innovator in the BID field, has led workshops in a variety of BID forums and written publications that guide communities through the BID formation process. For Downtown Norfolk, Brad would facilitate all group and leadership meetings, work with City staff and downtown business leadership to determine BID feasibility, and provide strategic direction and creative development for the BID plan.

Amanda Kannard, senior associate at P.U.M.A., will provide overall project management and support, including coordinating day-to-day logistics, understanding real estate dynamics, supporting community outreach, and leading database research necessary for BID assessment modeling. Amanda provides quantitative and qualitative analysis and visualization, market research, community engagement, mapping, and graphic design coordination and support for strategic, neighborhood, and downtown planning initiatives. Amanda's recent projects include serving as the deputy project manager for a neighborhood planning effort in Denver and leading an action plan for a commercial corridor in Long Beach.

Resumes for our team members are attached.

P.U.M.A. Team Approach

Our experience suggests that two steps can determine the optimal management plan for a BID and lay the groundwork for creating it. The consulting approach builds support for the BID through a series of participatory processes that educate and engage direct stakeholders, including property and business owners, city staff and elected officials.

Specific project objectives include:

- Assess the dynamics of downtown Norfolk's economic, political and planning environment. Identify significant market changes that have occurred over the past five years and anticipate those that can be reasonably expected through the next five to ten years.
- Determine program priorities for the BID (i.e. enhanced maintenance, beautification, marketing, economic development, etc.) and develop a holistic downtown management blueprint to ensure that new initiatives strengthen and unify overall downtown development, marketing and management efforts.
- Engage a variety of downtown stakeholders (i.e. property owners, businesses, residents, civic leaders, etc.) in a participatory process to evaluate the BID.

To provide input, direction and an overall "sense of reality," a ***BID Steering Committee*** composed of business, property, resident and civic representatives is recommended to work with the consultant team through the duration of the project. We recommend that the City designate a staff ***project manager*** to work with the consultant team. Tasks for the project manager include working with the Assessor's Office to help compile a comprehensive property database, arranging logistics for consultant meetings and site visits and, if found feasible, supporting the campaign and legal process to form that BID.

The steps of our process can be summarized as follows:

Step 1: BID Feasibility

Project Orientation and Preparation: Before embarking on the community process to evaluate the feasibility for the BID, there are several tasks to prepare for the project. The City should identify and seek participation commitments from property and business owner champions that will comprise the core leadership for the recommended Steering Committee. With assistance from the Assessor's Office, a downtown property owner database should be compiled and refined, updating fields for ownership, contacts and property characteristics including assessed values, frontage, building and lot square footage.

The consultant team will undertake an initial project orientation site visit to become acquainted with Downtown Norfolk. Prior to the site visit we will review plans and market studies that have been completed over the past five years. We will meet with influential property and business owners, civic leaders and city officials. A study area will be defined and an initial meeting with the BID Steering Committee will be convened. We will get reacquainted with Nebraska BID legislation and meet with local legal counsel to understand the BID formation process. We will also meet with city staff to help guide efforts to quantify the city's existing base level of services. Up to five "best practice" comparable markets will be identified for research on BID programs, budgets and assessment rates.

Stakeholder Outreach: We will launch a stakeholder engagement process to both educate and seek BID priorities from property owners, businesses and any affected residents. We propose a combination of one-on-one and small group meetings as the primary method for presenting BID options and seeking service priorities. One-on-one meetings should be arranged with influential and/or larger property owner interests. Small group meetings can be organized around geographic sub-areas and/or use types. We will work with city staff and the Project Steering Committee to design the best community engagement strategy. In addition to meetings, an online survey will be made available to all downtown stakeholders to seek additional input on BID service priorities. *We will plan for a combination of remote and on-site meetings, knowing that ongoing pandemic restrictions will need to be monitored.*

Draft Management Plan: Based upon the input received from the community engagement process, market conditions and the consultant team's emerging familiarity with the dynamics of downtown, we will draft an initial BID Management Plan for Downtown Norfolk. The Management Plan, which is developed in compliance with Nebraska BID law, will describe the proposed BID's rationale and objectives, boundaries, service plan, budget, assessment methodology and governance structure. The draft Management Plan will first be reviewed by the Project Steering Committee and then a second round of one-on-one and small group meetings will present the draft plan to downtown stakeholders. After the community review of the draft plan, the consultant team, city staff and the Project Steering Committee will determine the feasibility for moving forward with the legal steps for forming the BID.

Andy Colvin
November 29, 2021
Page 4.

Step 2: Legal Process to Form the BID

While the Nebraska statute may not require a formal petition to initiate the BID process, BID proponents will need to mobilize property and business owners to demonstrate support for the concept. Working with local legal counsel and within the guidelines of the Nebraska BID statute, the consultant team will finalize the Management Plan, and assist local proponents to develop support materials, including a petition and a newsletter summary. The consultant team will coach staff and the Project Steering Committee on a peer-to-peer approach for securing support, and we will be available as-needed throughout the process. Once significant support has been secured, we'll help BID proponents through the remaining legal steps, including a City Council public hearing.

Estimated Cost: For the suggested steps provided above, estimated consulting fees are \$49,250 to complete the Step 1 BID Feasibility and Plan and an additional \$19,500 to guide BID proponents through the legal process to form it. P.U.M.A. hourly rates are \$225 for our president and \$140 for the senior associate. The preceding fee estimate anticipates 150 hours from the president and 250 hours from the senior associate. Additional project costs include travel expenses, reimbursed at cost, and local legal counsel.

In addition, the City and downtown stakeholders will need to anticipate their own organizational investment in project and campaign management.

Timeline: Our experience suggests that it will take six- to nine-months to guide Downtown Norfolk stakeholders through the BID feasibility and formation process.

Thank you for considering this statement of qualifications and approach and please contact me at 303-997-8754 or brad@pumaworldhq.com if I can provide any additional information.

Sincerely,



M. Bradley Segal
President

PROGRESSIVE URBAN MANAGEMENT ASSOCIATES

Immersive | Market-Based | Tactical

Progressive Urban Management Associates (P.U.M.A.) is a national leader in helping communities and organizations create and sustain thriving places. We advise clients on a wide range of community planning, economic development, organizational management, and financial solutions.

SERVICES



Utilizing our prior experience working as practitioners in the field, we support downtown management organizations in developing tactical strategic plans to guide their evolution, blending local aspirations with national best practices.



For nearly 30 years, we have worked across the country to create more than 80 business improvement districts (BIDs) that collectively generate more than \$100 million annually to maintain, market, and activate downtowns and other commercial areas.



Using our market-based approach, we are experts in leading the development of downtown, neighborhood, and corridor master plans in cities and towns of all sizes.



Building upon a community's inherent strengths and competitive advantages, we develop tailored strategies for economic growth and resiliency in urban, suburban and rural settings.



Our market assessments are easily-digestible, blending hard data with stakeholder insights to reveal unique opportunities to the community. We incorporate a national perspective on the forces shaping cities and downtowns by using research from *P.U.M.A.'s Global Trends Report*.



We provide planning and technical assistance to aid communities with equitable access to fresh foods, development of local food systems, and design of places that encourage physical activity and community connection.

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:

- » Focus on building consensus through wide-reaching, inclusive outreach to the community
- » Listen deeply and learn from the experience of people who live and work in the community before drawing conclusions
- » 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



BRAD SEGAL

President

Real Estate Economics | Strategic Planning | Leadership Facilitation | Public Engagement |
Community Development Finance | Equitable Communities

EXPERTISE

Brad Segal, who founded P.U.M.A. in 1993, has more than 30 years of experience in downtown management and community development as both a practitioner and consultant. A self-proclaimed "urban therapist," Brad is one of the nation's leading authorities on downtown trends and issues, reinventing downtown management organizations, forming business improvement districts and pioneering efforts to create healthy communities.

Representative projects include:

- Building consensus and forming business improvement districts in Santa Monica, CA; Cleveland, OH; Oklahoma City, OK; San Antonio, TX; and Grand Junction, CO
- Directing the public process and developing market-based downtown plans in Lincoln, NE; Evansville, IN; Norfolk, VA; Reno, NV; and Greeley, CO
- Creating strategic plans to guide center city public/private partnerships in Colorado Springs, CO; Washington, DC; Pasadena, CA; Newark, NJ; and Nassau, Bahamas
- Designing and implementing community-based economic development strategies for New Haven, CT; Wailuku, HI; Boulder, CO; Milwaukee, WI; and Denver, CO

PAST EXPERIENCE

Senior Director, Downtown Denver Partnership, Inc., Denver, CO, 1987-1993

Designed and managed business development and marketing programs to attract jobs and investment to downtown Denver. Highlights included directing the Lower Downtown Business Support Office, which is credited with helping to revitalize Denver's premier urban historic district, and being part of the management team that re-engineered the Downtown Denver Partnership's operations, structure and organizational culture.

Associate Director, Port Morris Local Development Corporation, South Bronx, NY, 1984-1985

Formed and managed a local development corporation to pursue industrial revitalization and represent 450 businesses.

Housing and Economic Development Coordinator, City of Martinez, CA, 1979-1983

Directed the commercial revitalization of a 10-block Main Street area.

SELECTED RECOGNITION & AFFILIATIONS

Honors:

Awarded the CRE professional designation by Counselors of Real Estate, 2019

International Downtown Association President's Award for sustained leadership and generosity in producing the P.U.M.A. Global Trends Report, 2014

Recognized by the International Downtown Association for work performed as a volunteer for Historic Denver for formation of the Downtown Denver Historic District, 2001

Named Entrepreneur of the Year for the Rocky Mountain region in the category of Supporter of Entrepreneurship, sponsored by Inc. Magazine, Ernst & Young and Merrill Lynch, 1992

Professional Affiliations:

International Downtown Association, Board Member (1998-2004 and 2010-2016)

Downtown Colorado Inc, Board Member (2000-2009) and President (2007-2008)

All In Denver, Co-Founder and Board Member (2016-present)

Urban Land Institute

Featured Speaker: Frequent workshop presenter and panelist in conferences sponsored by the International Downtown Association, National Main Street Center, American Planning Association, California Downtown Association and Downtown Colorado, Inc.

Lecturer: Teach urban revitalization strategies course at the University of Colorado Denver Graduate School of Architecture and Planning (2012-present)

Expert Witness: Testimony in support of community planning and development approach to congressional redistricting, State of Colorado, October 2011

EDUCATION

Master of Business Administration, Columbia University, NY

Bachelor of Arts in Urban Analysis, University of California at Berkeley

PROGRESSIVE URBAN
MANAGEMENT ASSOCIATES



P.U.M.A.



AMANDA KANNARD, AICP

Senior Associate

Data Analysis and Visualization | Research | Graphic Design | Downtown and Strategic Planning | GIS

EXPERTISE

As a senior associate at P.U.M.A., Amanda provides quantitative and qualitative analysis and visualization, market research, community engagement, mapping, and graphic design coordination and support for strategic, neighborhood, and downtown planning initiatives. Prior to joining P.U.M.A., Amanda gained urban design, public engagement, and research experience at two urban planning consulting firms in the Chicago area. She also gained public sector planning experience as an intern at two chambers of commerce in Chicago during her time as a graduate student at the University of Illinois at Chicago.

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

- Englewood, CO Downtown Matters Plan | Assistant Project Manager
- Denver, CO Colfax Area Plans (10 Urban Neighborhoods) | Graphic Design Lead
- Newark, NJ Downtown District Strategic Plan | Project Planner
- Uptown Dallas, TX, Inc. Strategic Plan | Project Planner

PAST EXPERIENCE

Project 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. Creatively synthesized dense qualitative and quantitative data into clear text and graphics on a variety of planning initiatives.

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.

Research Assistant, Institute for Health Research and Policy, University of Illinois, Chicago, IL, 2015-2016

Analyzed and coded Complete Streets policies from around the United States as a method of tracking equitable policy adoption and implementation.

Urban Planning Intern, The Magnificent Mile Association, Chicago, IL, 2015

Utilized tools including Adobe Illustrator, InDesign and Photoshop to create visualizations for urban planning projects within the Magnificent Mile district. Strategically identified and conducted meetings with Association members and project stakeholders to accomplish goals. Assisted the planning director in updating planning and marketing documentation and preparing for and facilitating public outreach events.

AFFILIATIONS

American Planning Association
American Institute of Certified Planners
Executive Committee, Denver Does Design
Downtown Colorado, Inc.
Downtown Denver Partnership

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



P.U.M.A.

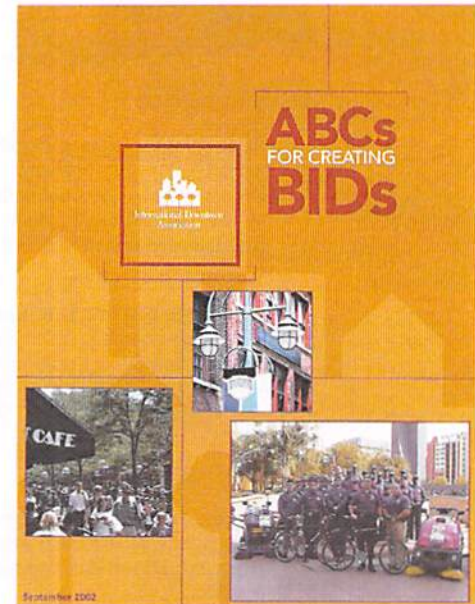
1995 - PRESENT

P.U.M.A. is America's leading place management consultancy with a specialty in the creation and renewal of business improvement districts (BIDs). Since 1995, the firm has created more than 80 BIDs that collectively are generating more than \$100 million annually to help maintain, secure, market and manage downtowns and business districts. P.U.M.A. has helped to create BIDs in complex urban markets, including:

- Arvada, Colorado
- Atlanta, Georgia
- Berkeley, California
- Chattanooga, Tennessee
- Cleveland, Ohio
- Columbia, Missouri
- Denver, Colorado
- Evansville, Indiana
- Long Beach, California
- Los Angeles, California
- Las Vegas, Nevada
- Minneapolis, Minnesota
- Norfolk, Virginia
- Oakland, California
- Pasadena, California
- Reno, Nevada
- Sacramento, California
- San Antonio, Texas
- San Jose, California
- San Diego, California
- San Francisco, California
- Santa Monica, California
- Seattle, Washington
- Washington, DC

There are several steps involved in BID creation, including:

- **Community outreach:** BID formation requires extensive outreach with key stakeholders, including affected property owners, businesses and government officials. A variety of techniques are utilized, including one-on-one meetings, focus groups and community forums.
- **Real estate economics:** Crafting the best place management solution requires a keen understanding of underlying real estate dynamics. Key indicators include values, lease rates and trends.
- **Government relations:** To forge a strong public/private partnership, BID formation requires clarity to determine appropriate roles, including the establishment of a verifiable base level of services.
- **Plan development:** A business plan is created for a BID, including detailed information on rationale, boundaries, work program, budgets, assessment methodologies, governance and relationship to existing organizations.



- **Campaign:** In the U.S., BID formation requires the support of affective property and business owners by petition and/or vote. Successful campaigns are driven by peer-to-peer communications and overall ownership in the BID plan by affected property and business owners.

We literally wrote the book on this – Brad Segal, president of P.U.M.A., is the author of “ABCs for Creating BIDs” published by the International Downtown Association. Along with Sr. Strategist Yvette Freeman, the P.U.M.A. team offers more than 60 years of experience in hands-on BID management and consultation.

Consulting Agreement

THIS AGREEMENT, made this ____ day of July, 2022, by and between Progressive Urban Management Associates, Inc., hereinafter referred to as Consultant, and the City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as Client, which sets forth the terms and conditions under which Consultant will perform services for Client as described herein.

1. Description of Services. Consultant agrees to furnish consulting services as specifically requested by Client. The services will relate to work being performed or planned by Client in the field of downtown and community development, will be within the area of Consultant's technical competence, and will specifically include the following:

Research, group facilitation, plan development and assistance through the procedural steps to help form a business improvement district (BID), per a letter of approach and budget dated November 29, 2021 (attached).

2. Term of Agreement. Consultant will make its services available to Client from August 1, 2022 until completion of the project. Any extension of services shall be evidenced in writing signed by both parties.

3. Direction of Performances. The work to be performed hereunder shall be under the general direction of Andy Colvin, City Administrator of Client, but shall be rendered in accordance with Consultant's independent professional judgment.

4. Compensation. Client agrees to pay consulting fees and expenses based upon the scope of services and fee quote dated November 29, 2021, attached, and not to exceed **\$68,750** for the services to be performed hereunder.

Services will be delivered in phases as specified in the scope of work. This agreement authorizes work on Phase I of the scope, not to exceed **\$49,250** in both fees and the reimbursement of expenses. Consultant will proceed with Phase II of the scope of services only upon written authorization from client.

Invoices will be submitted as work is completed.

5. Expenses. In addition to the compensation set forth above, Client shall be responsible for travel expenses, including air and ground transportation and meals. Client will also be responsible for on-site project-related expenses, including the cost of mailings, distribution of surveys and any costs related to on-site administrative and/or logistical support for the project. Expenses will be billed at cost and documentation will be provided within invoices.

6. Billing Terms. All billing is due on receipt. Any payments received more than 45 days after the billing date shall be subject to a late fee of two per cent (2%) per month on the unpaid balance. Consultant shall have the right to retain any work in progress for which payment has not been made as provided herein.

7. Independent Contractor. Consultant shall perform all consulting services provided for herein as an independent contractor and shall not be considered to be an employee of Client for any purpose.

8. Confidentiality. Consultant shall hold confidential any information of a confidential nature disclosed to it as a part of providing services to Client. Client shall be responsible for determining and informing Consultant what information is confidential.

9. Non-Exclusive Contract. Consultant shall devote the time necessary to providing services to Client as specified herein. Limited only by these contract terms, however, Client understands that Consultant may engage in furnishing services to other clients during the same time period or periods covered by this agreement.

10. Ownership of Materials. Provided Consultant has been paid in full, Client shall be the owner of any and all written materials, reports, analyses, summaries, or any other writing submitted by Consultant in providing services to Client. Consultant shall retain no royalties or other proprietary interest in such materials. Client shall have the right to obtain copyrights on said material and shall have the right to publish this material, either as delivered to Client or by incorporating it into other publications.

11. Effective Date and Termination. This Agreement shall be effective upon execution by both parties and shall continue until terminated. Client may terminate this Agreement upon thirty days written notice to Consultant. Consultant shall follow Client's direction with respect to completion of work in progress, but shall bill for all completed work in progress at the time of termination. Any refund or pro-ration of fees will be at Consultant's sole discretion.

12. Indemnification: To the extent allowed by law, Consultant hereby agrees to save, indemnify, and keep harmless Client and its agents and employees against: all liability, claims, judgments, suits, or demands for damages to persons or property arising out of resulting from, or relating to Consultant's performance of the work under this Agreement ("Claims"). However, in the event the Client is found to be partially negligent, then Consultant will indemnify only to the extent that Consultant is found to be negligent, as a percentage of total negligence.

To the extent allowed by law, Client hereby agrees to save, indemnify, and keep harmless Consultant and its agents and employees against: all liability, claims, judgments, suits, or demands for damages to persons or property arising out of resulting from, or relating to, Consultant's performance of the work under this Agreement ("Claims"). However, in the event Consultant is found to be partially negligent, then Client will indemnify only to the extent that Client is found to be negligent, as a percentage of total negligence.

13. Costs of Collection. If Consultant incurs costs in collecting fees, expenses, or reimbursements due and payable under this Agreement or in otherwise enforcing this Agreement, Client shall be liable for all such costs, including reasonable attorney fees incurred by Consultant as a result of such collection or enforcement efforts.

14. Entire Agreement. This Agreement contains the entire understanding of the Parties and any prior oral agreements are merged herein.

15. Amendment. This Agreement may be amended only by written agreement signed by both parties, except that additional work under the same terms may be authorized by a writing signed by Client.

16. Governing Law. This Agreement shall be construed and interpreted according to the laws of the State of Nebraska.

17. E-Verify. Consultant is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

18. Title VI. Pursuant to the Title VI Non-Discrimination Program of the City of Norfolk, Consultant agrees to comply with the provisions set forth in Appendix A to CITY's Title VI Non-discrimination Program, if applicable. A copy of said provisions are attached hereto as Attachment/Exhibit A. Any reference to "contractor" in Attachment/Exhibit A shall mean "Consultant" for purposes of this Agreement.

CONSULTANT:
PROGRESSIVE URBAN MANAGEMENT ASSOCIATES, INC.

By:

M. Bradley Segal, President

CLIENT:
CITY OF NORFOLK

By:

Josh Moenning, Mayor

Title VI Non-Discrimination Program

Non-Discrimination Provisions

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to non-discrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the (Recipient) or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the (Recipient), or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the (Recipient) shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b.) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as the (Recipient) or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the (Recipient) to enter into such litigation to protect the interests of the (Recipient), and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT A

2017 Downtown Revitalization Steering Committee

First	Last	Business	DT Affiliation	Title	Phone	Email
Connie	Geary	DEG Enterprises	VPD/DT Assoc./Property Owner	Vice President	402-379-1820	cgeary@degdaco.com
Steve	McNally	One Office Solution	Vehicle Parking District		402-371-2108	smcnally@1officesolution.com
Chad	Barnhill	Midwest Music Center Stan Staab	DT Business Association North Fork Riverfront Development		402-379-5252	chadbarnhill@cableone.net
Mark	Zimmerer	Norfolk Area Chamber of Commerce	Business Advocate	President	402-371-4862	mzimmerer@norfolkareachamber.com
Jarad	Dahlkoetter	Norfolk Area Chamber of Commerce	Business Advocate	Events Coordinator	402-371-4862	jdahlkoetter@norfolkareachamber.com
Traci	Jeffrey	Norfolk Area Visitors Bureau	Tourism/Recreation	Executive Director	402-371-2932	traci@visitnorfolkne.com
Josh	Moenning	4 Lanes 4 Nebraska	Norfolk Mayor	Executive Director	402-371-4862	josh@4lanes4nebraska.com
Shane	Weidner	City of Norfolk	City Staff	City Administrator	402-844-2000	sweidner@ci.norfolk.ne.us
Andy	Colvin	City of Norfolk	City Staff	ED Director	402-844-2262	acolvin@ci.norfolk.ne.us
Candace	Bossard	City of Norfolk	City Staff	ED Coordinator	402-844-2264	cbossard@ci.norfolk.ne.us
Candice	Alder	City of Norfolk	City Staff	ED Coordinator	402-844-2263	calder@ci.norfolk.ne.us
Jan	Merrill	NENEDD	Grant Administrator	Community Planner	402-379-1150	jan@nenedd.org
Mandy	Gear	NENEDD	Grant Administrator	Community Planner	402-379-1150	mandy@nenedd.org

