

AGENDA



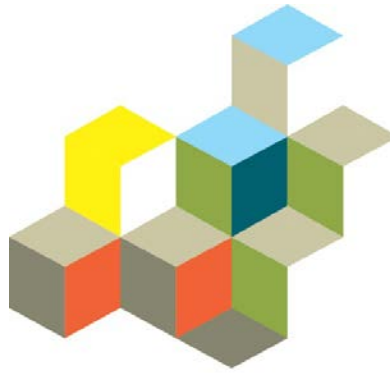
DGRI BOARD OF ADVISORS

Board Members:

Rick Baker • Daryl Delabbio • Kayem Dunn • Howard Hansen • Brian Harris • Mayor George Heartwell • Bob Herr
Ray Kisor • Birgit Klohs • Brandy Moeller • Nikos Monoyios • Jon Nunn • Doug Small • Greg Sundstrom • Lynee Wells

Monday, November 9, 2015
1:30 p.m. Meeting
29 Pearl Street, NW Suite #1

- | | | |
|--|------------------|-----------------------|
| 1. Call to Order | <i>Motion</i> | <i>Kisor</i> |
| 2. Approve Minutes from July 9, 2015 DGRI Board Meeting (1:31) | <i>Motion</i> | <i>Kisor</i> |
| 3. Elect Chair and Vice-Chair (1:33) | <i>Motion</i> | <i>Kisor</i> |
| 4. Approve DGRI FOIA Procedures and Guidelines (1:38) | <i>Motion</i> | <i>Larson / Wendt</i> |
| 5. Authorize Contract with Block by Block (1:48) | <i>Motion</i> | <i>Larson / Wendt</i> |
| 6. Accept and Recommend GR Forward Strategic Plan (1:53) | <i>Motion</i> | <i>Larson / Kelly</i> |
| 7. Adopt Proposed Organizational Performance Measures (2:43) | <i>Motion</i> | <i>Various</i> |
| 8. President & CEO Report (2:58) | <i>Info Item</i> | <i>Larson</i> |
| 9. Board of Advisors Discussion (3:10) | | |
| 10. Old Business | | |
| 11. New Business | | |
| 12. Public Comment | | |
| 13. Adjourn | | |



DOWNTOWN
GRAND RAPIDS INC.

Board of Advisors Meeting

July 9, 2015

1. Call to Order – The meeting was called to order at 1:01 p.m. by Chair Ray Kisor.

2. Attendance

Present: Rick Baker, Daryl Delabbio, Kayem Dunn, Howard Hansen, Brian Harris, Bob Herr, Ray Kisor, Brandy Moeller, Nikos Monoyios, Jon Nunn, Doug Small, Lynee Wells

Absent: Mayor George Heartwell, Birgit Klohs, Greg Sundstrom

Others Present: Kristopher Larson (DGRI President & CEO), Mary Sierawski (DGRI HR & Office Manager), Jana Wallace (DDA Treasurer), Andy Guy, Bill Kirk, Tim Kelly, Eric Pratt, Kimberly VanDriel (DGRI staff), Scott Page, Scott Bishop, Steve Faber, Ted Lott, John Helmholdt, Monica Steimle, Dave Hill, Jim Harger, and others.

3. Approve Minutes from May 18, 2015 DGRI Board Meeting

Motion: Brian Harris, supported by Bob Herr, moved approval of the minutes of the May 18, 2015 DGRI Board meeting as presented. Motion carried unanimously.

4. Approve DGRI Bylaw Amendments

Mr. Larson said the language in Article 3 is being proposed as an amendment to the DGRI Bylaws. Mr. Larson deferred to Mr. Wendt for questions. Mr. Wendt said the intention of the amendment is to create a DGRI Executive Committee that would perform various advisory and recommendation roles to the full DGRI Board of Advisors.

Motion: Brian Harris, supported by Howard Hansen, moved to approve the amended DGRI Bylaws as presented. Motion approved unanimously.

5. Report from President & CEO Review Committee

Ms. Dunn presented information about the President & CEO's review process and outcomes for FY15. Ms. Dunn said the performance review committee consisted of the DGRI Executive Committee and Counsel Dick Wendt. Ms. Dunn said the committee reviewed 10 key performance criteria used in last year's survey and found the criteria to be relevant and appropriate. It was determined that the survey would not be conducted every year but in alternate years. Ms. Dunn shared the employment agreement features with the Board. Mr. Harris asked if this information will be shared with the other entities. Mr. Kisor replied yes.

Motion: Howard Hansen, supported by Bob Herr, moved to approve the DGRI President & CEO's review process and outcomes for FY15. Motion carried unanimously.

6. Accept and Recommend GR Forward Strategic Plan

Mr. Kelly presented the GR Forward Draft Plan to the Board. Mr. Kelly said the work of GR Forward builds upon previous planning efforts, and helps to clarify our collective community goals for the future. Mr. Kelly said members of the community who live, work, learn and play in and near Downtown and the River were welcomed to participate in the process. Community surveys, focus groups, neighborhood meetings, and public forums were conducted. Mr. Kelly said while completion and review of the draft plan is a milestone, it is only the initial step in the approval process. As directed by the Michigan Planning Enabling Act, the approval of an amendment to the City of Grand Rapids' Master Plan requires the City Commission and Planning Commission to initiate a 42-day public review and comment period. Mr. Kelly said after receiving comments and making the necessary edits, the revised plan will be reviewed during a public hearing, before going to the City Commission for formal approval. Mr. Baker asked if private investors have been involved in this plan. Mr. Larson said Grand Action has been involved and a number of other private organizations and companies. Mr. Herr asked how we make sure all the goals are eventually met. Mr. Larson said all DDA entities will be focusing their budgets towards these goals. Ms. Dunn asked how we maintain authenticity in a plan such as this. Mr. Page said the design is grounded in opportunities that are available in Grand Rapids and how we maximize the use of the river is unique to Grand Rapids. Mr. Page added that the culture of Grand Rapids is also embedded in the plan. Mr. Harris said the DDA Board previously accepted and recommended the plan. Ms. Wells asked how DGRI and the City of Grand Rapids are thinking about operations, maintenance, and management of these projects. Mr. Larson said the responsibilities are being managed by the Grand River Restoration Steering Committee appointed by the City Commission. Mr. Larson said public/private partnerships will continue to be important throughout this process. Mr. Harris asked if the consultants plan on presenting to the DGRI Board Members' various networks. Mr. Harris said Board Members should declare their commitment and their

organizations' commitment to this plan. Mr. Kisor said this topic will be on the agenda for the first Executive Committee meeting.

Motion: Brian Harris, supported by Nikos Monoyios, moved to accept and recommend the GR Forward Strategic Plan. Motion carried unanimously.

7. President & CEO Report

MNTIFA (6/10)

- Provided financial support for Canal St. trail extension
- Formally adopted its FY16 budget

DID (August)

- Will consider approval of its FY16 budget
- Will consider Clean Services contract recommendation

DGRI (7/9)

- Will consider adoption of bylaw amendments to enable an Executive Committee
- Will consider acceptance of GR Forward Plan
- Will receive update on President & CEO performance review

Alliances:

INVESTMENT (7/14)

- Chair: Nikos Monoyios, Long Range Planner @ The Rapid
- Breaking into working groups to advance FY16 project priorities
- Participating in Monroe North streetscape review

VIBRANCY (7/15)

- Chair – Brandy Moeller, City of Grand Rapids
- Launched Workforce programming series – executing 30+ events this summer
- Breaking into working groups to advance FY16 project priorities

LIVABILITY (7/27)

- Chair: Lynee Wells, Principal @ Williams & Works
- Breaking into working groups to advance FY16 project priorities

DGRI Staff Highlights

- Movies in the Park – 2 Down, 4 to go! Excellent attendance thus far!
 - Next event: July 10: Dirty Dancing
 - Preparation / Reveal of GR Forward Draft Plan
 - Debuting GR Forward Promotional Video
 - Fine Tuning new DGRI website
 - Issued RFP for DID Maintenance and Beautification Services
 - Collaborating with City of GR on significant HUD resiliency grant application
 - DID renewal / expansion approaching last, final steps
- Relax at Rosa continues to grow (Every Thursday from 11:30am-1:30pm)

8. Board of Advisors Discussion

None.

9. Old Business

None.

10. New Business

None.

11. Public Comment

None.

12. Adjournment

The meeting adjourned at 2:22 pm.

**Downtown Grand Rapids, Inc. (“DGRI”)
Summary of FOIA Procedures and Guidelines**

Consistent with the Michigan Freedom of Information Act (FOIA), 1976 PA 442, as amended, the following is a summary of DGRI’s FOIA Procedures and Guidelines relevant to the general public. For more details and information, copies of DGRI’s FOIA Procedures and Guidelines are available at no charge at DGRI’s offices at 29 Pearl Street, N.W. in the City of Grand Rapids, Michigan and on DGRI’s website: <http://www.downtowngr.org>

1. How do I submit a FOIA request to DGRI?

- A. FOIA requests must be made in writing and must sufficiently describe a public record so as to enable DGRI to find it. There is no required form for submitting FOIA requests. Any letter, email, fax, or other writing will suffice.
- B. Please include the words “FOIA” or “FOIA Request” in the request to assist DGRI in providing a prompt response.
- C. The DGRI legal counsel, Richard Wendt, is in charge of responding to all FOIA requests.
- D. To ensure proper receipt, DGRI prefers that FOIA requests be submitted by one of the following methods:

Mail / Hand Delivery	Email	Facsimile
Richard A. Wendt Dickinson Wright PLLC 200 Ottawa Avenue, N.W., Suite 1000 Grand Rapids, Michigan 49503	rwendt@dickinsonwright.com	(616) 458-6753

2. What kind of response can I expect to my request?

- A. Within 5 business days after receiving a FOIA request, or after 15 business days if a notice of extension is issued, DGRI will respond to the request. If a request is received by fax or email, the request is deemed to have been received on the following business day. DGRI will respond to your request in one of the following ways:
 - o Grant the request,
 - o Issue a written notice denying the request,
 - o Grant the request in part and issue a written notice denying in part the request, or
 - o Issue a written notice indicating that the public record requested is available at no charge on DGRI’s website
- B. If the request is granted, or granted in part, DGRI may ask that payment be made for the allowable fees associated with responding to the request before the public record is made available.
- C. If the cost of processing the request is expected to exceed \$50, or if you have not paid for a previously granted request, DGRI may require a deposit before processing the request.

3. How does DGRI calculate the FOIA processing fees?

The FOIA statute permits DGRI to charge for the following costs associated with processing a request:

- A. Labor costs associated with copying or duplication, including making paper copies, making digital copies, or transferring digital public records to non-paper physical media or through the Internet.
- B. Labor costs associated with searching for, locating and examining a requested public record, when failure to charge a fee will result in unreasonably high costs to DGRI.
- C. Labor costs associated with a review of a record to separate and delete information exempt from disclosure, when failure to charge a fee will result in unreasonably high costs to DGRI.
- D. The cost of copying or duplication, not including labor, of paper copies of public records. This may include the cost for copies of records already on DGRI's website if you ask for DGRI to make copies.
- E. The cost of computer discs, computer tapes or other digital or similar media when the requester asks for records in non-paper physical media. This may include the cost for copies of records already on DGRI's website if you ask for DGRI to make copies.
- F. The cost to mail or send a public record to a requestor.

3.1 Labor Costs

- A. Labor costs are estimated and charged in 15-minute increments, with all partial time increments rounded down. If the time involved is less than 15 minutes, there will be no charge.
- B. Labor costs are charged at the hourly wage of the lowest-paid DGRI employee capable of doing the work in the specific fee category, regardless of who actually performs work.
- C. Labor costs may include a charge to cover or partially cover the cost of fringe benefits.
- D. Overtime wages are not included in labor costs unless agreed to by the requestor. Further, overtime costs are not be used to calculate the fringe benefit costs.
- E. Contracted labor costs will be charged at a hourly rate not exceeding 6 times the State of Michigan minimum hourly wage.

3.2 Copying and Duplication

DGRI will use the most economical method for making copies of public records, including using double-sided printing, if cost-saving and available.

3.3 Non-paper Copies on Physical Media

- A. The cost for records provided on non-paper physical media, such as computer discs, computer tapes or other digital or similar media will be at the actual cost to DGRI. DGRI will procure any needed non-paper media at the most reasonably economical cost.
- B. DGRI is not obligated to disclose public records on a requested non-paper physical media if it lacks the technological capability to do so.

3.4 Paper Copies

- A. The charge for paper copies of public records made on standard letter (8 ½ x 11) or legal (8 ½ x 14) sized paper will not exceed \$.10 per sheet of paper.

- B. The charge for copies on non-standard sized sheets will paper will reflect the actual cost of reproduction.

3.5 Mailing Costs

- A. The cost to mail public records will reflect a reasonably economical and justified means.
- B. DGRI may charge for the least expensive form of postal delivery confirmation.
- C. No cost will be made for expedited shipping or insurance unless the requestor requests it.

3.6 Waiver of Fees

The charge searching for and copying a public record may be waived or reduced if in the sole judgment of the FOIA Coordinator a waiver or reduced fee is in the public interest.

4. How do I qualify for an indigence discount on the fee?

DGRI will discount the first \$20.00 of fees for a request from: (1) certain qualifying nonprofit organizations advocating for the developmentally disabled or mentally ill: or (2) persons who submit a sworn affidavit stating that they are:

- A. Indigent and receiving specific public assistance; or
- B. If not receiving public assistance, stating facts demonstrating an inability to pay because of indigence.

However, a requestor is **not** eligible to receive the \$20.00 discount if he or she:

- C. Has previously received discounted copies of public records from DGRI two times during the calendar year; or
- D. Is requesting information on behalf of other persons who are offering or providing payment for making the request.

6. How may I challenge the denial of a public record or an excessive fee?

6.1 Appeal of a Denial of a Public Record

- A. If you believe that all or a portion of a public record has not been disclosed or has been improperly exempted from disclosure, you may appeal to the DGRI Executive Director by filing a written appeal with the DGRI Executive Director at the DGRI offices.
- B. The appeal must be in writing, specifically state the word “appeal,” and identify the reason or reasons you are seeking a reversal of the denial.
- C. Within 10 business days of receiving the appeal the Executive Director will respond in writing by:
 - o Reversing the disclosure denial;
 - o Upholding the disclosure denial; or
 - o Reversing the disclosure denial in part and upholding the disclosure denial in part.

- D. Whether or not you submitted an appeal of a denial to the Executive Director, you may file a civil action in Kent County Circuit Court within 180 days after DGRI's final determination to deny your request. If you prevail in the civil action the court will award you reasonable attorneys' fees, costs and disbursements. If the court determines that DGRI acted arbitrarily and capriciously in refusing to disclose or provide a public record, the court shall award you damages in the amount of \$1,000.

6.2 Appeal of an Excess FOIA Processing Fee

- A. If you believe that the fee charged by DGRI to process your FOIA request exceeds the amount permitted by State of Michigan law, you may appeal to the DGRI Executive Director by filing a written appeal with the DGRI Executive Director at the DGRI offices.
- B. The appeal must specifically state the word "appeal" and identify how the required fee exceeds the amount permitted.
- C. Within 10 business days after receiving the appeal, the Executive Director will respond in writing by:
- Waiving the fee;
 - Reducing the fee and issue a written determination indicating the specific basis that supports the remaining fee;
 - Upholding the fee and issue a written determination indicating the specific basis that supports the required fee; or
 - Issuing a notice detailing the reason or reasons for extending for not more than 10 business days the period during which the Executive Director will respond to the written appeal.
- D. Within 45 days after receiving notice of the Executive Director's determination of the processing fee appeal, you may commence a civil action in Kent County Circuit Court for a fee reduction. If you prevail in the civil action by receiving a reduction of 50% or more of the total fee, the Court may award all or an appropriate amount of reasonable attorneys' fees, costs and disbursements. If the Court determines that DGRI acted arbitrarily and capriciously by charging an excessive fee, the Court may also award you punitive damages in the amount of \$500.

Freedom of Information Act Request Detailed Cost Itemization

Date: _____ Prepared for: _____ Date Request Received: _____

<p>The following costs are being charged in compliance with Section 4 of the Michigan Freedom of Information Act, MCL 15.234, and DGRI's FOIA Procedures and Guidelines.</p>		
<p><u>1. Labor Cost for Copying / Duplication</u></p> <p>This is the cost of labor directly associated with duplication of publication, including making paper copies, making digital copies, or transferring digital public records to be given to the requestor on non-paper physical media or through the Internet or other electronic means as stipulated by the requestor.</p> <p>This shall not be more than the hourly wage of DGRI's lowest-paid employee capable of necessary duplication or publication in this particular instance, regardless of whether that person is available or who actually performs the labor.</p> <p>These costs will be estimated and charged in 15-minute increments. All partial time increments must be rounded down. <i>If the number of minutes is less than one increment, there is no charge.</i></p> <p>Hourly Wage Charged: \$ _____ Charge per increment: \$ _____ OR Hourly Wage with Fringe Benefit Cost: \$ _____ OR Multiply the hourly wage by the percentage multiplier: _____ % <i>(up to 50% of the hourly wage)</i> and add to the hourly wage for a total per hour rate.</p> <p><input type="checkbox"/> Overtime rate charged as stipulated by Requestor <i>(overtime is not used to calculate the fringe benefit cost)</i></p>	<p>To figure the number of increments, take the <i>number of minutes</i>: _____, divide by 15-minute increments, and round down. Enter below:</p> <p>Number of increments</p> <p>x _____ =</p>	<p>1. Labor Cost</p> <p>\$ _____</p>
<p><u>2. Labor Cost to Locate:</u></p> <p>This is the cost of labor directly associated with the necessary searching for, locating, and examining public records in conjunction with receiving and fulfilling a granted written request. This fee is being charged because failure to do so will result in unreasonably high costs to DGRI that are excessive and beyond the normal or usual amount for those services compared to DGRI's usual FOIA requests, because of the nature of the request in this particular instance, specifically: _____</p> <p>_____</p> <p>DGRI will not charge more than the hourly wage of its lowest-paid employee capable of searching for, locating, and examining the public records in this particular instance, regardless of whether that person is available or who actually performs the labor.</p> <p>These costs will be estimated and charged in 15-minute time increments; All partial time increments must be rounded down. <i>If the number of minutes is less than 15, there is no charge.</i></p> <p>Hourly Wage Charged: \$ _____ Charge per increment: \$ _____ OR Hourly Wage with Fringe Benefit Cost: \$ _____ OR Multiply the hourly wage by the percentage multiplier: _____ % <i>(up to 50% of the hourly wage)</i> and add to the hourly wage for a total per hour rate.</p> <p><input type="checkbox"/> Overtime rate charged as stipulated by Requestor <i>(overtime is not used to calculate the fringe benefit cost)</i></p>	<p>To figure the number of increments, take the <i>number of minutes</i>: _____, divide by 15-minute increments, and round down. Enter below:</p> <p>Number of increments</p> <p>x _____ =</p>	<p>2. Labor Cost</p> <p>\$ _____</p>

3a. Employee Labor Cost for Separating Exempt from Non-Exempt (Redacting):

(Fill this out if using a DGRI employee. If contracted, use No. 3b instead).

DGRI will not charge for labor directly associated with redaction if it knows or has reason to know that it previously redacted the record in question and still has the redacted version in its possession.

This fee is being charged because failure to do so will result in unreasonably high costs to DGRI that are excessive and beyond the normal or usual amount for those services compared to DGRI's usual FOIA requests, because of the nature of the request in this particular instance, specifically: _____

This is the cost of labor of a **DGRI employee**, including necessary review, directly associated with separating and deleting exempt from nonexempt information. This shall not be more than the hourly wage of **DGRI's lowest-paid employee** capable of separating and deleting exempt from nonexempt information in this particular instance, regardless of whether that person is available or who actually performs the labor.

These costs will be estimated and charged in 15-minute time increments; All partial time increments must be rounded down. *If the number of minutes is less than 15, there is no charge.*

Hourly Wage Charged: \$ _____ Charge per increment: \$ _____
 OR
 Hourly Wage with Fringe Benefit Cost: \$ _____ OR
 Multiply the hourly wage by the percentage multiplier: _____%
 (up to 50% of the hourly wage) and add to the hourly wage for a total per hour rate. Charge per increment: \$ _____

Overtime rate charged as stipulated by Requestor (*overtime is not used to calculate the fringe benefit cost*)

To figure the number of increments, take the *number of minutes*: _____, divide by 15-minute increments, and round down. Enter below:

Number of increments x _____ = 3a. Labor Cost \$ _____

3b. Contracted Labor Cost for Separating Exempt from Non-Exempt (Redacting):

(Fill this out if using a contractor. If using in-house employee, use No. 3a instead.)

DGRI will not charge for labor directly associated with redaction if it knows or has reason to know that it previously redacted the record in question and still has the redacted version in its possession.

This fee is being charged because failure to do so will result in unreasonably high costs to DGRI that are excessive and beyond the normal or usual amount for those services compared to DGRI's usual FOIA requests, because of the nature of the request in this particular instance, specifically: _____

As DGRI does not employ a person capable of separating exempt from non-exempt information in this particular instance, as determined by the FOIA Coordinator, this is the cost of labor of a **contractor**, including necessary review, directly associated with separating and deleting exempt information from nonexempt information. This shall not exceed an amount equal to 6 times the state minimum hourly wage rate of _____.

Name of contracted person or firm: _____

These costs will be estimated and charged in 15-minute time increments; All partial time increments must be rounded down. *If the number of minutes is less than 15, there is no charge.*

Hourly Cost Charged: \$ _____ Charge per increment: \$ _____

To figure the number of increments, take the *number of minutes*: _____, divide by 15-minute increments, and round down to: _____ increments. Enter below:

Number of increments x _____ = 3b. Labor Cost \$ _____

4. Copying / Duplication Cost:

Copying costs may be charged if a copy of a public record is requested, or for the necessary copying of a record for inspection (for example, to allow for blacking out exempt information, to protect old or delicate original records, or because the original record is a digital file or database not available for public inspection).

No more than the actual cost of a sheet of paper:

- Letter (8 1/2 x 11-inch, single and double-sided): 10 cents per sheet
- Legal (8 1/2 x 14-inch, single and double-sided): 10 cents per sheet

No more than the actual cost of a sheet of paper for other paper sizes:

- Other paper sizes (single and double-sided): _____ cents / dollars per sheet

Actual and most reasonably economical cost of non-paper physical digital media:

- *Circle applicable:* Disc / Tape / Drive / Other Digital Medium Cost per Item: _____

The cost of paper copies **must** be calculated as a total cost per sheet of paper. The fee **cannot exceed** 10 cents per sheet of paper for copies of public records made on 8-1/2- by 11-inch paper or 8-1/2- by 14-inch paper. DGRI must utilize the most economical means available for making copies of public records, including using double-sided printing, if cost saving and available.

Number of Sheets:

x _____ = \$ _____
 x _____ = \$ _____

Costs:

x _____ = \$ _____

No. of Items:

x _____ = \$ _____

4. Total Copy Cost

\$ _____

5. Mailing Cost:

DGRI will charge the actual cost of mailing, if any, for sending records in a reasonably economical and justifiable manner. Delivery confirmation is not required.

- DGRI *may* charge for the least expensive form of postal delivery confirmation.
- DGRI *cannot* charge more for expedited shipping or insurance unless specifically requested by the requestor.*

Actual Cost of Envelope or Packaging: \$ _____

Actual Cost of Postage: \$ _____ per stamp
 \$ _____ per pound
 \$ _____ per package

Actual Cost (least expensive) Postal Delivery Confirmation: \$ _____

*Expedited Shipping or Insurance as Requested: \$ _____

Number of Envelopes or Packages:

x _____ = \$ _____

Costs:

x _____ = \$ _____

x _____ = \$ _____

x _____ = \$ _____

x _____ = \$ _____

x _____ = \$ _____

5. Total Mailing Cost

\$ _____

* Requestor has requested expedited shipping or insurance

6a. Copying/Duplicating Cost for Records Already on DGRI's Website:

If the public body has included the website address for a record in its written response to the requestor, and the requestor thereafter stipulates that the public record be provided to him or her in a paper format or non-paper physical digital media, DGRI will provide the public records in the specified format and may charge copying costs to provide those copies.

No more than the actual cost of a sheet of paper:

- Letter (8 1/2 x 11-inch, single and double-sided): 10 cents per sheet
- Legal (8 1/2 x 14-inch, single and double-sided): 10 cents per sheet

No more than the actual cost of a sheet of paper for other paper sizes:

- Other paper sizes (single and double-sided): _____ cents / dollars per sheet

Actual and most reasonably economical cost of non-paper physical digital media:

- *Circle applicable:* Disc / Tape / Drive / Other Digital Medium Cost per Item: _____

Requestor has stipulated that some / all of the requested records that are already available on DGRI's website be provided in a paper or non-paper physical digital medium.

Number of Sheets:

x _____ = \$ _____
x _____ = \$ _____

Costs:

x _____ = \$ _____

No. of Items:

x _____ = \$ _____

6a. Web Copy Cost

\$ _____

6b. Labor Cost for Copying/Duplicating Records Already on DGRI's Website:

This shall not be more than the hourly wage of DGRI's lowest-paid employee capable of necessary duplication or publication in this particular instance, regardless of whether that person is available or who actually performs the labor. These costs will be estimated and charged in 15-minute time increments ; All partial time increments must be rounded down. *If the number of minutes is less than 15, there is no charge.*

Hourly Wage Charged: \$ _____
OR

Charge per increment: \$ _____

Hourly Wage with Fringe Benefit Cost: \$ _____
Multiply the hourly wage by the percentage multiplier: _____%
and add to the hourly wage for a total per hour rate.

OR

Charge per increment: \$ _____

DGRI may use a fringe benefit multiplier greater than the 50% limitation, not to exceed the actual costs of providing the information in the specified format.

Overtime rate charged as stipulated by Requestor

To figure the number of increments, take the number of minutes: _____, divide by 15 -minute increments, and round down. Enter below:

Number of increments

x _____ = \$ _____

6b. Web Labor Cost

6c. Mailing Cost for Records Already on DGRI's Website:

Actual Cost of Envelope or Packaging: \$ _____

Actual Cost of Postage: \$ _____ per stamp / per pound / per package

Actual Cost (least expensive) Postal Delivery Confirmation: \$ _____
*Expedited Shipping or Insurance as Requested: \$ _____

* Requestor has requested expedited shipping or insurance

Number:

x _____ = \$ _____

Costs:

x _____ = \$ _____

x _____ = \$ _____

x _____ = \$ _____

6c. Web Mailing Cost

\$ _____

Subtotal Fees Before Waivers, Discounts or Deposits:

- Cost estimate
- Bill

- 1. Labor Cost for Copying: \$ _____
- 2. Labor Cost to Locate: \$ _____
- 3a. Labor Cost to Redact: \$ _____
- 3b. Contract Labor Cost to Redact: \$ _____
- 4. Copying/Duplication Cost: \$ _____
- 5. Mailing Cost: \$ _____
- 6a. Copying/Duplication of Records on Website: \$ _____
- 6b. Labor Cost for Copying Records on Website: \$ _____
- 6c. Mailing Costs for Records on Website: \$ _____

Estimated Time Frame to Provide Records:
 _____ (days or date)

The time frame estimate is nonbinding upon DGRI, but DGRI is providing the estimate in good faith. Providing an estimated time frame does not relieve DGRI from any of the other requirements of the FOIA

Subtotal Fees: \$ _____

Waiver: Public Interest

A search for a public record may be conducted or copies of public records may be furnished without charge or at a reduced charge if DGRI determines that a waiver or reduction of the fee is in the public interest because searching for or furnishing copies of the public record can be considered as primarily benefiting the general public.

- All fees are waived **OR** All fees are reduced by: _____%

Subtotal Fees After Waiver: \$ _____

Discount: Indigence

A public record search **must** be made and a copy of a public record **must** be furnished **without charge for the first \$20.00 of the fee** for each request by an individual who is entitled to information under this act and who:

- 1) Submits an affidavit stating that the individual is indigent and receiving specific public assistance, **OR**
- 2) If not receiving public assistance, stating facts showing inability to pay the cost because of indigence.

If a requestor is ineligible for the discount, the public body shall inform the requestor specifically of the reason for ineligibility in the public body's written response. An individual is ineligible for this fee reduction if **ANY** of the following apply:

- (i) The individual has previously received discounted copies of public records from the same public body twice during that calendar year, **OR**
- (ii) The individual requests the information in conjunction with outside parties who are offering or providing payment or other remuneration to the individual to make the request. A public body may require a statement by the requestor in the affidavit that the request is not being made in conjunction with outside parties in exchange for payment or other remuneration.

- Eligible for Indigence Discount

Subtotal Fees After Discount (subtract \$20): \$ _____

Discount: Nonprofit Organization

A public record search **must** be made and a copy of a public record **must** be furnished **without charge for the first \$20.00 of the fee** for each request by a nonprofit organization formally designated by the State of Michigan to carry out activities under subtitle C of the federal Developmental Disabilities Assistance and Bill of Rights Act of 2000 and the federal Protection and Advocacy for Individuals with Mental Illness Act, if the request meets **ALL** of the following requirements:

- (i) Is made directly on behalf of the organization or its clients.
- (ii) Is made for a reason wholly consistent with the mission and provisions of those laws under section 931 of the Michigan Mental Health Code, 1974 PA 258, MCL 330.1931.
- (iii) Is accompanied by documentation of its designation by the State of Michigan, if requested by DGRI.

- Eligible for Nonprofit Discount

Subtotal Fees After Discount (subtract \$20): \$ _____

<p><u>Deposit: Good Faith</u> DGRI may require a good-faith deposit before providing the public records to the requestor if the entire fee estimate or charge authorized under this section exceeds \$50.00, based on a good-faith calculation of the total fee. The deposit cannot exceed 1/2 of the total estimated fee. Percent of Deposit: _____%</p>	<p>Date Paid: _____</p>	<p>Deposit Amount Required: \$ _____</p>
<p><u>Deposit: Increased Deposit Due to Previous FOIA Fees Not Paid In Full</u> After DGRI has granted and fulfilled a written request from an individual under FOIA, if DGRI has not been paid in full the total amount of fees for the copies of public records that DGRI made available to the individual as a result of that written request, DGRI may require an increased estimated fee deposit of up to 100% of the estimated fee before it begins a full public record search for any subsequent written request from that individual if ALL of the following apply:</p> <p>(a) The final fee for the prior written request was not more than 105% of the estimated fee. (b) The public records made available contained the information being sought in the prior written request and are still in DGRI's possession. (c) The public records were made available to the individual, subject to payment, within the best effort estimated time frame given for the previous request. (d) 90 days have passed since DGRI notified the individual in writing that the public records were available for pickup or mailing. (e) The individual is unable to show proof of prior payment to DGRI. (f) DGRI calculates a detailed itemization, as required under MCL 15.234, that is the basis for the current written request's increased estimated fee deposit.</p> <p>DGRI can no longer require an increased estimated fee deposit from an individual if ANY of the following apply:</p> <p>(a) The individual is able to show proof of prior payment in full to DGRI, OR (b) DGRI is subsequently paid in full for the applicable prior written request, OR (c) 365 days have passed since the individual made the written request for which full payment was not remitted to DGRI.</p>	<p>Date Paid: _____</p>	<p>Percent Deposit Required: _____%</p> <p>Deposit Required: \$ _____</p>
<p><u>Late Response Labor Costs Reduction</u> If DGRI does not respond to a written request in a timely manner as required under MCL 15.235(2), DGRI must do the following:</p> <p>(a) Reduce the charges for labor costs otherwise permitted by 5% for each day DGRI exceeds the time permitted for a response to the request, with a maximum 50% reduction, if EITHER of the following applies:</p> <p>(i) The late response was willful and intentional, OR</p> <p>(ii) The written request included language that conveyed a request for information within the first 250 words of the body of a letter, facsimile, electronic mail, or electronic mail attachment, or specifically included the words, characters, or abbreviations for "freedom of information," "information," "FOIA," "copy", or a recognizable misspelling of such, or appropriate legal code reference to FOIA, on the front of an envelope, or in the subject line of an electronic mail, letter, or facsimile cover page.</p>	<p>Number of Days Over Required Response Time: _____</p> <p>Multiply by 5%</p> <p>= Total Percent Reduction: _____</p>	<p>Total Labor Costs \$ _____</p> <p>Minus Reduction \$ _____</p> <p>= Reduced Total Labor Costs \$ _____</p>
<p>The Summary of DGRI's FOIA Procedures and Guidelines is available free of charge from: Website: _____ Email: _____ Phone: _____ Address: _____</p> <p style="text-align: center;">Request Will Be Processed, But <u>Balance Must Be Paid Before</u> Copies May Be Picked Up, Delivered or Mailed</p>	<p>Date Paid: _____</p>	<p>Total Balance Due: \$ _____</p>

DOWNTOWN GRAND RAPIDS, INC.
MICHIGAN FREEDOM OF INFORMATION ACT PROCEDURES AND GUIDELINES

Section 1: General Administration

1.1. Purpose. These Procedures and Guidelines provide for the administration of the Michigan Freedom of Information Act, 1976 PA 442, as amended, MCL 15.231 *et seq.* (the “FOIA”), for Downtown Grand Rapids, Inc. (“DGRI”).

1.2. FOIA Coordinator. Legal counsel for DGRI is the FOIA Coordinator for DGRI. The FOIA Coordinator may designate other DGRI staff to respond to FOIA requests from time to time. When used in the remainder of these Procedures and Guidelines, the term “FOIA Coordinator,” includes all authorized designees.

1.3. Administrative Rules and Forms. The FOIA Coordinator may implement additional administrative rules and promulgate forms to be used by DGRI in processing FOIA requests, provided those rules and forms are consistent with the FOIA and these Procedures and Guidelines. In accordance with FOIA, the FOIA Coordinator shall promulgate: (1) a Detailed Itemization of Costs Form to be used whenever DGRI charges FOIA fees, and (2) a Public Summary of these Procedures and Guidelines.

1.4. Public Inspection. Reasonable facilities and opportunities will be provided for examination and inspection of public records during normal business hours. The FOIA Coordinator may promulgate rules regulating the inspection of records so as to protect against loss, alteration, mutilation or destruction and to avoid excessive interference with DGRI operations.

1.5. Records Retention. The FOIA Coordinator shall ensure that DGRI follows appropriate records retention policies, in compliance with applicable state requirements. Further, the FOIA Coordinator shall keep a copy of all written requests for public records received by DGRI for a period of at least one year.

1.6. Availability of Policies and Forms. The following documents are posted on DGRI’s website and available at DGRI’s offices at 29 Pearl Street, N.W. in the City of Grand Rapids, Michigan (the “City”): (1) these Procedures and Guidelines; (2) the Detailed Itemization of Costs Form; and (3) the Summary of these Procedures and Guidelines.

Section 2: Requests for Public Records

2.1. Requests in Writing. A person making a request pursuant to FOIA to inspect or obtain copies of public records prepared, owned, used, possessed or retained by DGRI must do so in writing. The request must sufficiently describe a public record so as to enable DGRI personnel to identify and find the requested public record. There is no required form for submitting requests.

2.2. Method of Submission. To ensure proper receipt, DGRI prefers that FOIA requests be made by one of the following methods:

Mail / Hand Delivery	Email	Facsimile
Richard A. Wendt Dickinson Wright PLLC 200 Ottawa Avenue, N.W., Suite 1000 Grand Rapids, Michigan 49503	rwendt@dickinsonwright.com	(616) 458-6753

However, requests may be submitted in person or by mail to DGRI’s offices at 29 Pearl Street N.W. in the City, and shall be forwarded to the FOIA Coordinator or appropriate designee.

2.3. Receipt of Emails and Facsimiles. If DGRI receives a request for a public record by facsimile or email, the request is deemed to have been received on the following business day. If a request is sent by email and delivered to a DGRI spam or junk-mail folder, the request is not deemed received until one day after the FOIA Coordinator first becomes aware of the request. The FOIA Coordinator shall note both the date the request was delivered to the spam or junk-mail folder and the date the FOIA Coordinator became aware of the request.

2.4. Requesting Non-Paper Disclosure. A person may request that public records be provided by email or on non-paper physical media. DGRI will comply with the requests for the use of non-paper physical media only if it has the technological capacity to do so, without acquiring additional hardware.

2.5. Subscriptions to Public Records. A person may request to subscribe to future public records that are created, issued, or disseminated by DGRI on a regular basis (e.g. agendas, minutes, and other periodic reports). A subscription is valid for up to 6 months and may be renewed by the subscriber.

2.6. Incarcerated Persons. DGRI is not obligated under FOIA to respond to records requests from persons serving a sentence of imprisonment in a local, state or federal correctional facility.

Section 3: Responding to a Request

3.1. No Obligation to Create New Records. FOIA does not require DGRI to create a new public record, make a compilation or summary of information which does not already exist, or answer questions contained in requests for public records. DGRI's response obligations are as described in this Section.

3.2. Time Period for Responding. Unless otherwise agreed to in writing by the person making the request, the FOIA Coordinator will either: (1) issue a response to a FOIA request within 5 business days of receipt, or (2) issue a notice indicating that, due to the nature of the request, DGRI needs an additional 10 business days to respond.

3.3. Form of Response. A response granting a FOIA request may be delivered in any form acceptable to or specified by the requester. A response denying a FOIA request shall be delivered in writing and signed by the FOIA Coordinator. The FOIA Coordinator shall deliver a copy of these Procedures and Guidelines and DGRI's summary thereof simultaneously with all responses or, if responding by email, shall include a link to those documents on DGRI's website.

3.4. Options for Disposition. DGRI will respond to a request by:

- A. Granting the request;
- B. Issuing a written notice denying the request;
- C. Granting the request in part and issuing a written notice denying the request in part; or
- D. Issuing a written notice indicating that the public record requested is available at no charge on DGRI's website.

3.5. Delivery or Inspection of Records After Grant. A response granting a request in whole or in part shall do one of the following: (1) provide the requested records; (2) provide information as to when and how the requester can inspect the requested record, if the requestor asked for an opportunity for inspection; (3) inform the requester that payment of applicable fees is required before DGRI will provide the requested records; or (4) inform the requester that DGRI is requiring a fee deposit before searching for the requested records and separating exempt material. Certified copies of public records shall be provided at no additional cost upon request.

3.6. Contents of Denial Notice. If request is denied or denied in part, the FOIA Coordinator will issue a denial notice which shall provide, as applicable:

- A. An explanation as to why the record (or material redacted from the record) is exempt from disclosure; or
- B. A certification stating that the requested record does not exist under the name or description provided by the requestor, or another name reasonably known by DGRI; and
- C. A description of any material redacted from the record; and
- D. An explanation of the person's right to submit an appeal of the denial to DGRI's Executive Director, or to seek judicial review in the Kent County Circuit Court; and
- E. An explanation of the right to receive attorneys' fees, costs, and disbursements as well actual or compensatory damages, and punitive damages of \$1,000, should the requestor prevail in Circuit Court.

3.7. Denial of Deficient Requests. If a request does not sufficiently describe a public record, the FOIA Coordinator may issue a denial notice seeking clarification. The requester's clarification will be considered a new request subject to the timelines described in this Section.

3.8. Receipt of Requests by Non-Designated Employees. Any DGRI employee receiving a written communication that conveys a request for information shall forward the communication to the FOIA Coordinator.

Section 4: Fee Calculations

4.1. Fee Categories. Subject to the terms and conditions in this Section, DGRI may charge for the following costs associated with processing a FOIA request:

- A. Labor costs directly associated with searching for, locating and examining a requested public record (only when failure to charge a fee would result in unreasonably high costs).
- B. Labor costs associated with a review of a record to separate and delete information exempt from disclosure of information which is disclosed (only when failure to charge a fee would result in unreasonably high costs).
- C. The actual cost of computer discs, computer tapes or other similar non-paper media.
- D. The cost of the duplication, not including labor, of paper copies of public records.
- E. The cost of labor associated with duplication or publication, including making paper copies, making digital copies or transferring digital public records to non-paper physical media or through the Internet or other electronic means.
- F. The actual cost of mailing or sending a public record.

4.2. Labor Fees. Fees for labor costs will be calculated in accordance with the following:

- A. All labor costs will be estimated and charged in 15 minute increments with all partial time increments rounded down.
- B. Labor costs for employees will be charged at the hourly wage of the lowest-paid DGRI employee capable of doing the work in the specific fee category, regardless of who actually performs the work.
- C. If using contract or outside labor to separate and delete exempt material from non-exempt material, DGRI will clearly note the name of person or firm who does the work and total

labor fee for the work may not exceed an amount 6 times the state minimum hourly wage. No fee shall be charged for contract or outside laborers performing any function other than those specified in this paragraph.

- D. Labor costs may be charged to cover or partially cover the cost of fringe benefits for employees. DGRI may add up to 50% to the applicable labor charge to cover or partially cover the cost of fringe benefits, but the charge shall not exceed the actual cost of fringe benefits.
- E. Overtime wages may not be included in labor costs unless agreed to by the requestor. Overtime costs will not be used to calculate the fringe benefit cost.

4.3. “Unreasonably High Cost” Requirement. When charging a fee for the categories of labor described in 4.1.A and 4.1.B above, the FOIA Coordinator shall specifically identify why the failure to charge a fee would result in unreasonably high costs to DGRI, which are costs greater than those incurred in the typical or usual request received by DGRI. The following factors may be relevant:

- A. The volume of the public record requested
- B. The amount of time spent to search for, examine, review and separate exempt from non-exempt information in the record requested.
- C. The available staffing to respond to the request.
- D. Other similar factors identified by the FOIA Coordinator.

4.4. Non-Paper Media Fees. Fees for providing records on non-paper physical media are calculated based on the actual cost of procuring the non-paper physical media used. In order to ensure the integrity and security of DGRI's technology infrastructure, DGRI will procure the requested non-paper media and will not accept non-paper media from the requestor. DGRI will procure the needed non-paper media at the most reasonably economical cost.

4.5. Copying Fees. The fee for paper copies made on standard letter (8 1/2 x 11) or legal (8 1/2 x 14) sized paper is \$.10 per sheet. Copies for nonstandard sized sheets of paper will reflect the actual cost of reproduction. DGRI may provide records using double-sided printing, if cost-saving and available.

4.6. Mailing Fees. Fees for mailing records to the requestor are based on the actual cost of mailing, using a reasonably economical and justified means. DGRI may charge for the least expensive form of postal delivery confirmation, but shall not charge for expedited shipping or insurance unless requested.

4.7. Fee Reductions. The FOIA Coordinator shall reduce the amount of the applicable fee for labor costs by 5% for each day DGRI exceeds the applicable deadline for responding to a FOIA request, up to a maximum reduction of 50% of such fee, if any of the following applies:

- A. The late response was willful and intentional;
- B. The written request, within the first 250 words of the body of a letter facsimile, e-mail or e-mail attachment, conveyed a request for information; or
- C. The written request included the words, characters, or abbreviations for “freedom of information,” “information” “FOIA,” “copy,” or a recognizable misspelling of such, or legal code reference to MCL 15. 231 *et seq.* or 1976 Public Act 442 on the front of an envelope or in the subject line of an e-mail, letter or facsimile cover page.

The FOIA Coordinator shall fully note any fee reduction in the Detailed Itemization of Costs Form.

Section 5: Fee Deposits

5.1. Good Faith Deposit. If, based on a good faith calculation by DGRI, the cost of processing a FOIA request is expected to exceed \$50, or if the requestor has not fully paid for a previously granted request, DGRI will require a good-faith deposit before processing the request. In making the request for a good-faith deposit the FOIA Coordinator shall provide the requestor with a detailed itemization of the allowable costs estimated to be incurred by DGRI to process the request and also provide a best efforts estimate of a time frame it will take DGRI to provide the records to the requestor. The best efforts estimate shall be nonbinding on DGRI, but will be made in good faith and will strive to be reasonably accurate, given the nature of the request in the particular instance, so as to provide the requested records in a manner based on the public policy expressed by Section 1 of the FOIA.

5.2. Deposits Due to High Estimated Fees. If a deposit is charged because the fee estimate is expected to exceed \$50.00, the deposit shall not exceed one half of the total estimated fee.

5.3. Deposits Due to Prior Non-Payment. If a deposit is charged because the requester has not fully paid DGRI for copies of public records made in fulfillment of a request, a deposit of 100% of the estimated processing fee may be charged if:

- A. The prior request was made within the last 365 days;
- B. The final fee for the prior request is not more than 105% of the estimated fee;
- C. The public records made available contained the information sought in the prior request and remain in DGRI's possession;
- D. The public records were made available to the individual, subject to payment, within the time frame estimated by DGRI to provide the records;
- E. 90 days have passed since the FOIA Coordinator notified the individual in writing that the public records were available for pickup or mailing;
- F. The individual is unable to show proof of prior payment to DGRI; and
- G. The FOIA Coordinator has calculated a detailed itemization that is the basis for the current written request's increased estimated fee deposit.

Section 6: Fee Waivers

6.1. Public Interest Waiver. The FOIA Coordinator may, in his or her sole discretion, waive or reduce FOIA fees upon determining that the request is in the public interest.

6.2. Indigency Waiver. The FOIA Coordinator shall generally waive the first \$20.00 of a FOIA fee if the requester submits a sworn affidavit stating that the requester is indigent and receiving specific public assistance, or otherwise demonstrating an inability to pay because of indigence. However, fees shall not be waived if:

- A. The requestor has previously received discounted copies of public records from DGRI two times during the calendar year; or
- B. The requestor requests information in connection with other persons who are offering or providing payment to make the request.

6.3. Waiver for Certain Nonprofit Organizations. The FOIA Coordinator shall waive the first \$20.00 of a FOIA fee if the requester is a nonprofit organization designated to by the State to carry

out activities under subtitle C of the Developmental Disabilities Assistance and Bill of Rights Act of 200 and the Protection and Advocacy for Individuals with Mental Illness Act, or their successors, if the request is:

- A. Made directly on behalf of the organization or its clients;
- B. Made for a reason wholly consistent with the mission and provisions of those laws under Section 931 of the Mental Health Code, MCL 330.1931; and
- C. Accompanied by documentation of its designation by the State.

Section 7: Appeals

7.1. Appeals to Executive Director. A requester may appeal a decision of the FOIA Coordinator on the grounds that: (1) all or a portion of a public record has not been disclosed or has been improperly exempted from disclosure; or (2) the fee charged to process a FOIA request exceeds the amount permitted by State law. Appeals shall be filed with DGRI Executive Director. The appeal must be in writing, specifically state the word “appeal” and identify the reason or reasons the requestor is seeking a reversal of the denial. If no appeal is taken within the applicable timeframe, the decision of the FOIA Coordinator shall be deemed to be the final decision of DGRI.

7.2. Decision on Nondisclosure Appeals. Within 10 business days of receiving an appeal asserting that all or a portion of a public record has not been disclosed or has been improperly exempted from disclosure, Executive Director will respond in writing by:

- A. Reversing the disclosure denial;
- B. Upholding the disclosure denial; or
- C. Reversing the disclosure denial in part and upholding the disclosure denial in part.

Under unusual circumstances, such as the need to examine or review a voluminous amount of separate and distinct public records or the need to collect the requested records from numerous locations located apart from the DGRI’s offices, the Executive Director may issue not more than 1 notice of extension for not more than 10 business days to respond to the appeal.

7.3. Decision on Fee Appeals. Within 10 business days after receiving an appeal asserting that the fee charged to process a FOIA request exceeds the amount permitted by State law, Executive Director will respond in writing by:

- A. Waive the fee;
- B. Reduce the fee and issue a written determination indicating the specific basis that supports the remaining fee, accompanied by a certification by the Executive Director that the statements in the determination are accurate and the reduced fee amount complies with these Procedures and Guidelines and Section 4 of the FOIA;
- C. Uphold the fee and issue a written determination indicating the specific basis under Section 4 of the FOIA that supports the required fee, accompanied by a certification by the Executive Director that the statements in the determination are accurate and the fee amount complies with these Procedures and Guidelines and Section 4 of the FOIA; or
- D. Issue a notice detailing the reason or reasons for extending for not more than 10 business days the period during which the Executive Director will respond to the written appeal.

7.4. Deadline for Circuit Court Actions. The requestor may file a civil action in Kent County Circuit Court to challenge DGRI’s response to a FOIA request within: (1) 180 days after DGRI’s final decision, if challenging nondisclosure; or (2) 45 days after DGRI’s final decision, if challenging a

requested fee. Notably, a requestor may challenge a determination of the FOIA Coordinator in civil action without first appealing to the Executive Director, if the challenge is based on nondisclosure.

7.5. Circuit Court Remedies in Nondisclosure Cases. If a court determines that a public record is not exempt from disclosure, it will award the appellant reasonable attorneys' fees, costs, and disbursements. If the court determines that the appellant prevails only in part, the court in its discretion may award all or an appropriate portion of reasonable attorneys' fees, costs and disbursements. If the court determines that DGRI arbitrarily and capriciously violated the FOIA by refusing or delaying the disclosure of copies of a public record, it will award the appellant punitive damages in the amount of \$1,000.

7.6. Circuit Court Remedies in Fee Cases. If the court determines that DGRI required a fee that exceeds the amount permitted, it shall reduce the fee to a permissible amount. If the appellant in the civil action prevails by receiving a reduction of 50% or more of the total fee, the court may award all or appropriate amount of reasonable attorneys' fees, costs and disbursements. If the court determines that DGRI has acted arbitrarily and capriciously by charging an excessive fee, the court will also award the appellant punitive damages in the amount of \$500.

Section 8: Miscellaneous

8.1. Effective Date. These Procedures and Guidelines shall be effective as of July 1, 2015.

8.2. Repealer. As of their effective date, these Procedures and Guidelines repeal and supersede all previous DGRI FOIA policies.

8.3. Modifications by FOIA Coordinator. If any provision of these Procedures and Guidelines is found to be in conflict with any State statute, or if the FOIA is amended in a manner that creates a conflict, the FOIA Coordinator is authorized to modify the affected provisions of these Procedures and Guidelines. The FOIA Coordinator shall inform the DGRI Board of Advisors of any change.

**BOARD OF ADVISORS
DOWNTOWN GRAND RAPIDS, INC.**

Resolution No. 2015 - ____

**RESOLUTION APPROVING MICHIGAN FREEDOM OF INFORMATION
ACT PROCEDURES AND GUIDELINES, SUMMARY OF FOIA
PROCEDURES AND GUIDELINES AND FREEDOM OF INFORMATION
ACT REQUEST DETAILED COST ITEMIZATION**

Boardmember _____, supported by Boardmember _____,

moved the adoption of the following resolution:

WHEREAS, Downtown Grand Rapids, Inc. (“DGRI”) is subject to the requirements of and must comply with the Michigan Freedom of Information Act, Act 442 of the Public Acts of Michigan 1976, as amended; and

WHEREAS, FOIA was recently amended by Act 563 of the Public Acts of Michigan of 2015 (“Act 563”) with an effective date of July 1, 2015; and

WHEREAS, Act 563 requires that DGRI establish procedures and guidelines to implement FOIA, create a written public summary of the specific procedures and guidelines and a standard form for itemization of any fee amount that may be charged by DGRI in response to a request for public records of DGRI.

RESOLVED:

1. That the Michigan Freedom of Information Act Procedures and Guidelines, the Summary of FOIA Procedures and Guidelines and the Freedom of Information Act Request Detailed Cost Itemization each in the form presented are approved and shall be posted on DGRI’s website.

2. That all resolutions or parts of resolutions in conflict herewith shall be, and the same are, hereby rescinded.

YEAS: Boardmembers _____

NAYS: Boardmembers _____

ABSTAIN: Boardmembers _____

ABSENT: Boardmembers _____

RESOLUTION DECLARED ADOPTED.

Dated: November 9, 2015

Murphy Ackerman
Recording Secretary

CERTIFICATION

I, the undersigned duly qualified and acting Recording Secretary of Downtown Grand Rapids, Inc. (the "DGRI"), do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Advisors of DGRI, at a meeting held on November 9, 2015, and that public notice of said meeting was given pursuant to, and in compliance with, Act 267 of the Public Acts of Michigan of 1976, as amended.

Dated: November 9, 2015

Murphy Ackerman
Recording Secretary



DATE: November 5, 2015

TO: DGRI Board of Advisors

FROM: Kristopher Larson, AICP
President & CEO

SUBJECT: Authorize Contract for Maintenance and Beautification Services

As directed by the Downtown Improvement District (DID) Board, on July 7, 2015 Downtown Grand Rapids Inc. (DGRI) staff issued a Request for Proposals for its maintenance and beautification program. In addition to being sent directly to known firms that perform these types of services, the RFP was also publicly listed on the website of the International Downtown Association. On July 31, 2015, DGRI staff received 2 qualified proposals.

DGRI staff solicited assistance from the Maintenance and Beautification Working Group of the Alliance for Livability (AFV) to help review the proposals and make a recommendation to the DID Board. The AFV members that participated in reviewing the proposals included Jenn Schaub (Dwelling Place), Joe Elliot (RDV Corp), and Shawn Biel (Spectrum Health). Two of the members were also previously board members with the Downtown Alliance and participated for years in helping oversee these specific programs.

Of the two proposals received, the review committee has unanimously recommended Block by Block as the preferred vendor. In particular, the review committee noted that the Block by Block proposal demonstrated better insight into managing the needs of the Downtown via detailed approaches such as nighttime power-washing, appreciated the more sophisticated reporting tools to track program metrics, found concurrence with Block by Blocks "single manager" approach (one manager for both the Clean & Beautiful Team and the Downtown Ambassadors) to achieve cost efficiencies, the visual impact to the district through shared uniforms and a unified street presence, and Block by Block's more competitive wage scale and benefit packages.

The review committee also encouraged staff to pursue a continued relationship with Creekside Landscaping as a sub to Block by Block for master gardening services. This relationship has since been solidified. Further, the committee preferred that the existing employees of the current service provider are given first priority during the hiring process.

On August 10, 2015, these recommendations were approved by the DID Board. It is anticipated that the new vendor will begin providing services on December 7, 2015.

Recommendation: Authorize the President & CEO to negotiate and execute a contract with Mydatt (dba Block by Block) of up to 3 years for an amount not to exceed \$475,000 per year.

**Agreement for Environmental Maintenance
and
Supplemental Safety Services**

dated as of November 6, 2015

by and between

DOWNTOWN GRAND RAPIDS, INC.

and

MYDATT SERVICES INC, dba BLOCK BY BLOCK

7135 Charlotte Pike

Nashville, TN 37209

("Block by Block")

This AGREEMENT is effective on the November 6, 2015, (the "Effective Date") by and between the Downtown Grand Rapids, Inc., 29 Pearl Street NW, Suite 1, Grand Rapids, MI 49503 ("CUSTOMER"), and Mydatt Services, Inc., an Ohio Corporation, d.b.a. Block by Block, 7135 Charlotte Pike, Nashville, TN 37209 (hereinafter referred to as "Block by Block").

W I T N E S E T H:

WHEREAS, the CUSTOMER desires to have Block by Block undertake to furnish uniformed downtown Ambassadors and provide services to the district in the area specifically defined in Exhibit A (the "Service Area");

NOW THEREFORE, the parties, in consideration of the mutual obligations contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, hereby agree as follows:

1) TERM: This Agreement will begin on the Effective Date and shall continue for a period of three (3) years ("Initial Term"), expiring November 30, 2018, unless sooner terminated as provided in Section 9. At the end of the Initial Term, this Agreement may be renewed for two (2) subsequent terms of one (1) year upon the mutual written agreement of the parties (each "Renewal Term"). Block by Block and the CUSTOMER will meet by June 30th of each year to discuss next year's renewal. The Renewal Terms and Initial Term are referred to herein collectively as the "Term." Block by Block will forward to the CUSTOMER the Renewal Term and requested changes to contract provisions for review and approval no later than June 30, 2018.

2) SERVICES TO BE PERFORMED BY BLOCK BY BLOCK: Block by Block shall furnish environmental maintenance ambassadors or clean team members

("Ambassadors") who shall provide services in the Service Area, including, but not limited to, the services outlined in Exhibit B & C attached hereto and incorporated herein ("Services"). At the start of the contract period, Block by Block will propose a comprehensive monthly plan of services for the Service Area and may propose any modifications to the plan from time to time. The plan and any modifications shall be subject to the CUSTOMER written approval. The CUSTOMER shall have the right to request or initiate modifications at any time. Representatives of the CUSTOMER and Block by Block will meet at least once per quarter or at such intervals as the parties may agree and at such other times as the CUSTOMER may request to review the services plan and adjust or modify as deemed necessary with the prior written approval of the CUSTOMER.

3) COMPANY STANDARDS: Block by Block shall maintain a high standard of services, with adjustments in authorized weekly hours and annual contract value as agreed upon in writing by the CUSTOMER and Block by Block.. Block by Block will maintain close supervision over all Ambassadors to ensure this high standard of services is delivered. Specific assignments, hours and duties of the Ambassadors will be proposed monthly by Block by Block and approved by the CUSTOMER. Block by Block will perform these services using the national best practices it employs across the country.

4) DUTIES OF BLOCK BY BLOCK:

- a) Block by Block shall provide the number of Ambassadors in the weekly service hours outlined in Exhibit D to perform the Services outlined in Exhibit B and C as may be modified in accordance with the terms of this agreement. Such Ambassadors shall be employees of Block by Block and at no time be deemed agents or employees of the CUSTOMER. Block by Block shall provide adequate training to such Ambassadors.
- b) Block by Block shall have a qualified Operations Manager assigned to the program to oversee the operations of the Ambassadors.
- c) Block by Block shall furnish appropriate uniforms and necessary equipment for the Ambassadors, as reasonably determined by CUSTOMER. Ambassadors shall be clean, courteous, competently trained, neat in appearance, able to communicate in English, and shall at all times wear the uniform approved by the CUSTOMER.
- d) Block by Block shall furnish adequate means of communications by which all Ambassadors can communicate with one another and their supervisory staff.
- e) Block by Block shall make a designated representative available at all reasonable times to report to and confer with the designated agents of the CUSTOMER with respect to the Services to be rendered hereunder.
- f) Block by Block shall conduct a background check, to include criminal history and drug screen, on all employees prior to assignment at the Service Area.

- g) Block by Block shall be responsible for quantifying the work of the Ambassadors in a written manner and format acceptable to CUSTOMER. Such records shall be provided to CUSTOMER on a weekly basis and Block by Block shall be responsible for making at least weekly contact with a designated representative of CUSTOMER. Cumulative reports shall be provided on a monthly and quarterly basis. All reports shall be considered confidential by Block by Block and its employees, and are the property of the CUSTOMER.

5) PAYMENT TO BLOCK BY BLOCK:

- a) In consideration of the Services, the CUSTOMER shall pay Block by Block a flat monthly fee of thirty nine thousand five hundred eighty three dollars and 33 cents (\$39,583.33) which fee shall be based upon the hourly billable rates for its various classes of employees as established by Block by Block and approved by CUSTOMER. The maximum annual amount of payments to Block by Block for the Services shall not exceed four hundred seventy five thousand dollars (\$475,000.00).
- b) Additional services either within or outside the Service Area may be requested by CUSTOMER from time to time. These services shall be provided at the same cost, which is \$24.94 for a Cleaning Ambassador for straight time, \$26.15 for an Equipment or Special Projects Ambassador, \$27.35 for a Pressure Washer Ambassador, and \$29.77 for a Team Leader. CUSTOMER shall make a written request for such additional services at least 48 hours in advance of the time service is needed.
- c) The flat rate and hours specified in Exhibit E is guaranteed for the Initial Term and can be changed by Block by Block upon thirty (30) days written notice and prior written approval of the CUSTOMER if required service hours are altered by the customer.
- d) It is recognized that there may be months during the Term where the Services and number of hours worked may be reduced due to weather conditions or other circumstances and other months where additional hours or Service may be needed due to downtown events or other circumstances. The CUSTOMER may choose to "bank" any hours of Service which are not used during a monthly cycle and apply these "banked" hours to another monthly cycle within the Term. Any "banked hours" will be used for Services within the Service Area and will be provided for no additional payment. Block by Block agrees to maintain records of all hours worked and submit monthly summaries of hours worked, cost per hour, tasks performed and "banked" hours available for future use.

At the end of each 12-month period during the Term, Block by Block shall provide to CUSTOMER a report which sets forth a final accounting of all hours worked, cost per hour, tasks performed, hours "banked" and number of hours to be rolled to the next contract period.

- e) Block by Block shall invoice the CUSTOMER monthly for Services. Block by Block shall submit its invoices by the 15th day of each month. All payments are due within 30 days of invoice.
- f) In the event of any change in Federal, State, or Municipal legislation, regulation, administrative ruling or collective bargaining contract affecting any change in work hours, pay rates, working conditions, taxes, health insurance, benefits, including the Affordable Care Act, etc. Block By Block shall notify the manager in writing of the change in the rates to be charged manager and the effective date of said change which shall be computed on the prevailing hourly pay scale. In the event that government health care legislation mandates provision of health benefits to Ambassadors greater than being currently provided agreed upon in this contract, then Block By Block shall invoice CUSTOMER for the direct cost associated therewith. It is understood that unless otherwise agreed in writing by the CUSOMTER and Block by Block the total annual payment shall still be limited to the amount indicated in paragraph 5a hereof.

6) EQUIPMENT:

- a) OWNERSHIP - As part of this Agreement Block by Block will procure specific capital equipment. A list of this equipment can be found in Exhibit F. The equipment will be purchased solely to assist in the performance of the Services provided pursuant to this Agreement. for the CUSTOMER contract and will be owned by Block by Block. All insurance, maintenance and associated costs of ownership will be borne by Block by Block as part of this agreement. The cost of this equipment will be amortized over a three year period, plus the cost of financing and included in the billable rate to CUSTOMER. In the event termination of this contract, the CUSTOMER will have the option to purchase the fair market value of this equipment.
- b) In the event Block by Block is terminated without cause CUSTOMER will be responsible for reimbursing Block by Block for the capital equipment, less the amount collected on the equipment through invoicing of the regular agreed upon amount up to the date of notification.

7) INDEMNITY AND INSURANCE

- a) INDEMNIFICATION - The parties shall defend, indemnify and hold each other and their respective agents and employees from and against any and all claims, demands, losses, damages, injuries, liabilities, expenses (including reasonable attorney's fees), judgments, liens, encumbrances, orders, awards arising directly or indirectly from the negligent performance or willful misconduct by either party and/or its respective employees under this agreement (all of which are collectively referred to as 'Claims") by any person on account of; or arising as a result of: (1) injury to, or death of any person including but not limited to either party's personnel; (2) loss of or damage to

any property; (3) the employment of, or performance of the Services by, either party's personnel and the termination, constructive or otherwise, of such employment or performance of services; or (4) any breach of any federal, state or local laws by either party or its respective personnel; provided however, that either party shall not be obligated to indemnify the other party for such party's own gross negligence or willful misconduct.

Additionally, for clarity, CUSTOMER will defend, indemnify and hold harmless Block By Block for any claim for personal injury, death or damage to tangible personal or real property, to the extent caused by structural defects and/or Acts of God, including but not limited to situations created by inclement weather, at the Service Area (except to the extent caused by Block By Block) or caused by the negligence or willful misconduct of CUSTOMER, its employees, affiliates, agents, tenants and/or the tenant employees, vendors or anyone in direct business relationship with CUSTOMER.

In the event CUSTOMER and Block By Block are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of the state of Michigan without, however, waiving any defenses of the parties under such law.

b) PROOF OF INSURANCE - During the Term of this Agreement, Block by Block shall at its own cost and expense procure and maintain in full force and effect the below listed types of insurance through insurance companies licensed to and doing business in the state of Michigan. All insurance shall name the CUSTOMER, the City of Grand Rapids, the City of Grand Rapids Downtown Development Authority, and the Tax Increment Finance Authority of the City of Grand Rapids aka Monroe North TIFA as Additional Insureds regarding any operations of the Named Insured's performed the Agreement. Any insurance maintained by the CUSTOMER, shall apply in excess of and not contribute with insurance provided by this policy.

(1) Contractor's Commercial/Comprehensive General Liability Policy with a combined single limit for bodily injury, personal injury and property damage of not less than \$1,000,000.00 per occurrence;

(2) Comprehensive Automobile Liability insurance insuring all owned, non-owned and hired motor vehicles with a minimum of \$1,000,000.00 Combined single limit for any one accident and sufficient to satisfy all applicable laws;

(3) Employers Liability with a minimum coverage of \$500,000.00 for any one occurrence;

(4) Umbrella (excess) Liability policy with a limit of at least \$4,000,000.00.

(5) Workers' Compensation sufficient to satisfy all federal, state and local laws and requirements, whether now or hereafter existing;

8) REPRESENTATIONS AND WARRANTIES OF BLOCK BY BLOCK: Block by Block hereby represents and warrants that (i) Block by Block will perform all Services in a good and workmanlike manner and with reasonable skill, (ii) Block by Block will pay all costs and expenses required for the performance of the Services, except as otherwise provided herein, (iii) Block by Block has the requisite permits from the appropriate federal, state and local authorities to provide the Services. Block by Block warrants that all Services will be performed in accordance with applicable laws for such Services. Block by Block makes no other representations or warranties regarding the Services.

9) RELATIONSHIP OF THE PARTIES: Block by Block agrees that it is and shall be an independent contractor under this Agreement and that Block by Block shall not be an agent or employee of CUSTOMER to any extent or for any purpose and nothing herein shall be construed to cause or create any such relationship. Block by Block shall have no authority to and shall not act for CUSTOMER or bind, or attempt to bind, CUSTOMER in or under any contract or agreement or to otherwise obligate CUSTOMER in any manner whatsoever.

10) TERMINATION: Either party may terminate this Agreement if the other commits a material breach of its respective obligations under this Agreement and fails to correct such breach within sixty (60) days after delivery of written notice of such a breach; provided, however, that if such a breach cannot reasonably be cured within the sixty (60) day period, then such party shall have a reasonable period to cure such breach. Notwithstanding the foregoing, Block by Block may terminate this Agreement on fifteen (15) days written notice if CUSTOMER fails to make any payment of money pursuant to this Agreement. Notwithstanding the foregoing, CUSTOMER may, upon sixty (60) days written notice, terminate this Agreement with cause.

Either party may terminate this Agreement, with or without cause, by giving thirty (30) days prior written notice to the other party.

11) ENTIRE AGREEMENT: This Agreement contains the entire agreement of the parties hereto and supersedes all prior agreements, contracts and understandings, whether written or otherwise, between the parties relating to the subject matter. Any amendments or additions to this Agreement shall not be binding unless in writing and signed by both parties.

12) GOVERNING LAW: The State of Michigan shall govern this Agreement without regard to any conflict of law principal. The parties agree that any legal action commenced by and between the parties shall be in the State of Michigan of proper jurisdiction located in Kent County.

- 13) **ASSIGNMENT:** Block by Block may not assign its interest in this Agreement or subcontract any portion of the work to be performed hereunder without the prior written consent of the CUSTOMER.
- 14) **HEALTH AND SAFETY:** Block by Block is solely responsible for compliance with all applicable Federal, State and Local occupational safety and health regulations.
- 15) **NOTICES:** All notices under this Agreement shall be in writing and shall be served by personal service or registered mail, return receipt requested. Notice by mail shall be addressed to each party at its address set forth above.
- 16) **ATTORNEY'S FEES:** In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.
- 17) **FORCE MAJEURE:** Neither party shall be liable for damages to the other party or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by reason of any circumstance beyond its reasonable control, including but not limited to Acts of God, fire, flood, earthquake, extraordinary weather conditions, acts of war, acts of terrorism, labor disputes, riots, civil disorders, rebellions or revolutions in any country ("Force Majeure"), that party shall be excused from any further performance or observance of the obligations so affected for as long as such circumstances prevail and that party continues to use all commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CUSTOMER:

By: _____

Printed: _____

Title: _____

Address:

Block By block:

MYDATT SERVICES INC., dba BLOCK BY BLOCK

By: _____

Printed: _____

Title: _____

Address: 7135 Charlotte Pike
Nashville, TN 37209

EXHIBIT A

SERVICE AREA MAP

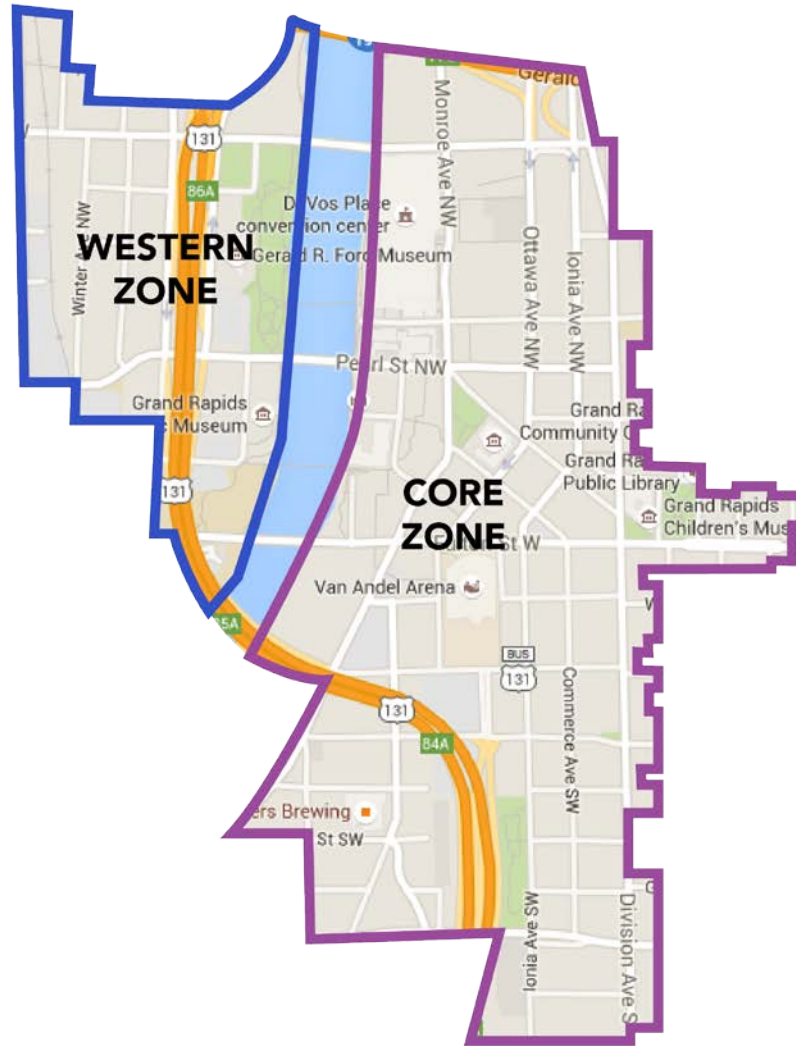


EXHIBIT B

Scope of Services - Cleaning

Block By Block will provide the following Environmental Maintenance Services in the Service Area. Block By Block will also provide a detailed monthly schedule of maintenance services.

The Clean Team will serve primarily as a custodial service with a secondary role as a public information resource to district visitors, workers, shoppers and residents. Unless otherwise specified, areas of responsibility for the Clean Team include all pedestrian public rights of way, the sidewalks from the building line to the curb and alleys adjoining benefiting properties of the District Area from the building line to the opposing building line. Activities of the Clean Team shall include:

- ***Manual Removal of Litter And Debris*** - Removal of litter, trash, and debris, and extending a distance of 18 inches beyond the curb into the street or alley, by mechanical or manual means, including: all types of paper, cigarette packages and butts, leaves, gravel or rocks, cans, cardboard, boxes, plastic refuse, bottles, broken glass, beverage spills, urine, feces, vomit, and any dead animals.
- ***Weed Control*** - Killing and removal of weeds and grass. Clean Team shall spray weeds as needed with chemicals meeting all Federal, State and Municipal laws and regulations. Clean Team shall meet all licensing requirements imposed by Federal, State, or local authorities.
- ***Mechanical Cleaning*** - Using the mechanical cleaning devices to clean sidewalks and remove debris and litter from public pedestrian rights of way (including sidewalks, pedestrian skywalks and alleys) and tree wells. Specific Clean Team members shall be hired and trained by Block by Block to be the primary operators of the mechanical cleaning devices. Only in the event of an extreme emergency should other members of the Clean Team be permitted to operate the machines.
- ***Handbill Removal*** - Removal of handbills, stickers, posters and similar items from utility poles, mail boxes, courier boxes, newspaper or magazine boxes and kiosks, public telephones, parking meters and other fixtures.
- ***Graffiti Removal*** - Remove or cover graffiti from the first floor of buildings facing or visible from public rights of way, and from utility poles, mail boxes, courier boxes, newspaper or magazine boxes and kiosks, public telephones, parking meters and other fixtures, within 24 hours after the graffiti appears (subject to any delay necessary to obtain consent of the owner of any private property), using the least intrusive means available and approved by

the property owner. Clean Team will not perform graffiti removal on private property until the consent of the owner has been obtained. The Customer will aid Clean Team in securing any necessary consent from the owner of any private property affected.

- **Power Washing** – Scheduled power washing as well as spot cleaning will be performed throughout the Service Area. Block by Block will work with CUSTOMER to set priority areas as well as schedule.
- **Special Projects** - Carry out a wide variety of special projects mutually agreed upon by the CUSTOMER and Block by Block. Such special projects include painting of fixtures (benches, light posts, etc.), or any other project not requiring 'technical' expertise that can be carried out within reasonable methods or means by existing Clean Team.
- **Landscaping** – Block by Block will provide landscaping services to the CUSTOMER and in concert with Creekside Landscaping. Ambassadors will work directly with Creekside Landscaping to help maintain and water landscaping. Ambassadors will be responsible for day to day watering services, pruning, and weeding of landscaping beds and will assist Creekside Landscaping in the installation of new plant material. The CUSTOMER will maintain a contract with Creekside Landscaping that includes installation of new plant material and will pay for their direct services
- **Snow Removal** – Block by Block will remove snow from sidewalks using mechanical and manual snow removal equipment. Block by Block and the CUSTOMER will work directly to identify the priority areas for snow removal including, but not limited to ADA ramps, bus stops, and around bike racks.

EXHIBIT D

Weekly Service Hours

Peak Season (April 1st through October 31st)

Position	Hours	Zone	Primary Assignment	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Total
Cleaning Ambassadors	7am - 11am	Western Zone	Special Projects/Manual Cleaning			4		4		4	12
	11:30am-5pm	Core	Special Projects			4		4		4	12
	7am-3pm	Core	Manual Cleaning								0
	7am-3pm	Core	Manual Cleaning	8	8	8			8	8	40
	7am - 3pm	Core	Manual Cleaning	8	8	8			8	8	40
	11:30am-7pm	Core	Manual Cleaning			8	8	8	8	8	40
	11:30am-7pm	Core	Manual Cleaning			8	8	8	8	8	40
Special Projects/Equipment Operators	7am-3pm	Planters	Flower Watering and Landscape Maintenance	8	8	8	8	8	8	8	56
	FLEX	Planters	FLEX	4		4		4		4	16
	7am - 3pm	Western Zone	Mechanical Cleaning		4		4		4		12
	7am - 3pm	Core	Mechanical Cleaning		4	8	4	8	4		28
Pressure Washer	10pm - 6am	ALL	Pressure Washing	8	8	8	8	8			40
	10pm - 6am	ALL	Pressure Washing	8	8	8	8	8			40
Ops Supervisor	7am-3pm	ALL	Supervision & Trash Pick-up			8	8	8	8	8	40
Operations Manager	9am - 6pm	ALL	This is a 'Working' Manager			4	4	4	4	4	20
				44	48	88	60	72	60	64	
Total Scheduled Weekly Hours											436

Off Peak Season (November 1st - March 31st)

Position	Hours	Zone	Primary Assignment	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Total
Cleaning Ambassadors	7am - 11am	Western Zone	Manual Cleaning/Special Projects			4		4		4	12
	11:30am-5pm	Core	Special Projects			4		4		4	12
	7am-3pm	Core	Manual Cleaning	8	8			8	8	8	40
	7am-3pm	Core	Manual Cleaning	8	8			8	8	8	40
	11am-7pm	Core	Manual Cleaning			8	8	8	8	8	40
	11am-7pm	Core	Manual Cleaning			8	8	8	8	8	40
Special Projects/Equipment Operators	7am-3pm	Planters	Flower Watering	0	0	0	0	0	0	0	0
	FLEX	Planters	FLEX	0		0				0	0
	7am - 3pm	Western Zone	Mechanical Cleaning		4		4		4		12
	7am - 3pm	Core	Mechanical Cleaning		4	8	4	8	4		28
Pressure Washer	10pm - 6am	ALL	Pressure Washing	0	0	0	0	0			0
	10pm - 6am	ALL	Pressure Washing	0	0	0	0	0			0
Operations Supervisor	7am-3pm	ALL	Supervision & Trash Pick-up	0	0	8	8	8	8	8	40
Operations Manager	9am - 6pm	ALL	This is a 'Working' Manager			4	4	4	4	4	20
				16	24	44	36	60	52	52	
Total Scheduled Weekly Hours											284

EXHIBIT E



Employee Average Wage Rates and Bill Rates

PRICING	Cleaning Ambassadors	Special Projects/Equipment Operators	Pressure Washers	Team Leader	Operations Manager
Pay Rate	\$ 10.00	\$ 11.00	\$ 12.00	\$ 14.00	\$ 12.00
FICA	\$ 0.77	\$ 0.84	\$ 0.92	\$ 1.07	\$ 0.92
WC	\$ 0.56	\$ 0.62	\$ 0.67	\$ 0.78	\$ 0.67
Liability	\$ 0.26	\$ 0.28	\$ 0.31	\$ 0.36	\$ 0.31
Unemployment	\$ 0.50	\$ 0.55	\$ 0.60	\$ 0.69	\$ 0.60
Subtotal	\$ 12.08	\$ 13.28	\$ 14.49	\$ 16.91	\$ 14.49
Weekly Hours	144.00	82.92	47.69	40.00	20.00
Annual Hours	7,488.00	4,312.00	2,480.00	2,080.00	1,040.00
Annual Billing	\$ 90,425.09	\$ 57,278.88	\$35,938.18	\$ 35,165.31	\$ 15,070.85
Overhead	\$ 9.84	\$ 9.84	\$ 9.84	\$ 9.84	\$ 9.84
Benefits	\$ 1.48	\$ 1.48	\$ 1.48	\$ 1.48	\$ 1.48
Profit	\$ 1.55	\$ 1.55	\$ 1.55	\$ 1.55	\$ 1.55
Bill Rate	\$ 24.94	\$ 26.15	\$ 27.35	\$ 29.77	\$ 27.35
Weekly Hours	144.00	82.92	47.69	40.00	20.00
Annual Hours	7,488.00	4,312.00	2,480.00	2,080.00	1,040.00
Annual Billing	\$ 186,735.00	\$ 112,739.40	\$67,835.69	\$ 61,918.06	\$ 28,447.22
ANNUAL BILLING					\$ 457,675.37

EXHIBIT F

Capital Equipment

EQUIPMENT	OVERVIEW	SAMPLE
<p>Ford F-150 Truck (1)</p>	<p>Full Sized Pick-up Truck will be used to collect trash during the day and will pull the power washing trailer during the night.</p>	
<p>John Deer Gator (1)</p>	<p>This piece of equipment is extremely versatile and can get into tight corners where a truck cannot. It will be equipped with a watering unit during the peak season in order to water planters and trees. In the non-peak season a snow blade will be attached to provide an additional capacity.</p>	
<p>Megabrute Container (5)</p>	<p>We'd like to have all of our Clean Ambassador be equipped with the MegaBrute Container. This will allow us to carry water with us and address spills and stains immediately. We've also included a small hand held pressure washer to be used throughout the district that doesn't require a truck to deploy.</p>	
<p>ATLV (1)</p>	<p>A mechanized vacuum system capable of covering a large area in a small amount of time, they also feature a detachable hose to get into tight corners.</p>	
<p>Utility Vacuum (1)</p>	<p>We are recommending the Billy Goat QT (quiet) model to augment manual cleaning efforts. These pieces have proven very effective, especially for event and large scale clean ups. These pieces are typically the size of a large push behind lawn mower.</p>	

<p>Hot Pressure Washer (1)</p>	<p>The Pressure washer will be pulled behind the pick-up truck and will be done during the overnight hours. This enables the truck bed to be used for trash collection during the day.</p>	
<p>Industrial Snow Blows (2)</p>	<p>These snow blowers will help the Ambassadors keep sidewalk ramps free and clear of snow. We are recommending industrial strength in order to remove the most amount of snow possible.</p>	



DATE: November 5, 2015

TO: DGRI Board of Advisors

FROM: Tim Kelly, AICP
Planning Manager

SUBJECT: GR Forward Approval

In April 2014, the Downtown Grand Rapids Inc. (DGRI) Board, Grand Rapids City Commission, and Grand Rapids Public School (GRPS) Board executed agreements to initiate work on an update to the Downtown Plan, a River Corridor Plan, and master planning efforts for Innovation Central High and the recently opened Museum School. Those combined efforts, branded GR Forward, were undertaken to envision the future of Downtown and the Grand River.

The work of GR Forward builds upon previous planning efforts, and helps to clarify our collective community goals for the future. When the process launched, it set a goal of creating a community-driven plan fueled by a robust public outreach initiative. All members of the community – those who live, work, learn and play in and near Downtown and the River – were welcomed participants, invited to help craft a collective vision for the future through community surveys, focus groups, neighborhood meetings, an active online presence, public forums and an open house that repurposed a vacant storefront. Over 4,400 Grand Rapidians offered their goals and ideas, and their input is reflected in every recommendation and strategy in GR Forward. Those goals and strategies will enable coordinated budgeting decisions and will guide the revitalization activities and investments of DGRI, the City, GRPS and their many partners over the next 10 years. They will also help leverage private and philanthropic dollars by clearly signaling where improvements will be made Downtown and along the River.

The final plan of action, developed through the most inclusive community engagement process in the City's history, envisions Downtown Grand Rapids as the civic heart of West Michigan and outlines the following six broad goals:

- Restore the Grand River as the Draw & Create a Connected and Equitable River Corridor
- Create a True Downtown Neighborhood Home to a Diverse Population
- Implement a 21st Century Mobility Strategy
- Expand Job Opportunities & Ensure Continued Vitality of the Local Economy
- Reinvest in Public Space, Culture & Inclusive Programming
- Retain & Attract Families, Talent & Job Providers with High Quality Public Schools

The project partners – Downtown Grand Rapids Inc, the City of Grand Rapids and Grand Rapids Public Schools – presented the preliminary draft of *GR Forward* for community feedback starting in July 2015, and did not end the review process until October 23, 2015. In that time, more than 50 events and presentation were scheduled (Attachment), including, but not limited to:

- A fourth round of neighborhood meetings with the Black Hills, Roosevelt Park, Westside Collaborative, Creston, Belknap, and Heritage Hill;
- More than 30 meetings with organizational and community leaders, including local business associations, real estate developers and professionals, mobility advocates, civic boards and commissions, and those groups devoted to promoting diversity, inclusion and equity in Grand Rapids and throughout West Michigan, among them LINC, NAACP, Endless Opportunities, Convention and Arena Authority's Community Inclusion Group, Hispanic Chamber of Commerce, Grand Rapids Area Black Businesses, Black Women Connect and Outpro;
- A second Open House staged at the Downtown Grand Rapids Inc. offices with copies of the draft plan available for review and comment;
- Copies of the plan posted at all Grand Rapids public library branches, City Hall, Development Center and MadCap Coffee;
- Media appearances on WGVU-TV's West Michigan Week, Bliss for GR, Robert S' "Pulse of the City", and La Mejor Radio with Chuy Morales;
- Electronic versions of the plan on the Downtown Grand Rapids Inc., City of Grand Rapids, and GR Forward websites.

The public review process generated more than 750 comments and ideas on a wide range of topics. Comments generally centered on the themes of document formatting, inclusion and equity, river restoration and recreation, housing and transportation, and drove several important and substantive revisions, including:

- Positioning diversity, inclusion and equity as a fundamental economic development opportunity.
- Advancing an inclusive growth agenda for Downtown Grand Rapids.
- Further defining "affordable" housing and revising Downtown's affordable housing goal upward to 30 percent of total housing supply.
- Clarifying building height recommendations to ensure appropriate transition from the city center to near neighborhoods.
- Adding a recommendation to build on the Grandville Avenue corridor as a Latino business corridor.
- Expanding the list of implementation partners.

These and other comments strengthened a final document that will amend the City Master Plan and give local leaders the citizen-driven guidance and tools required to continue building a great waterfront city. In addition to meeting with the DGRI Board, the final approval schedule will include presentations to the Downtown Development Authority Board, Monroe North Tax Increment Finance Authority Board, the City Planning Commission, and finally the City Commission on December 15, 2015.

The approval of GR Forward by the City Commission will be a significant achievement, and will mark the conclusion of an intensive community planning effort. However, it is just the beginning in realizing the community's goals. Above all, **GR Forward is about taking action**. Some recommendations can be accomplished very quickly and are already taking shape. Others will take time due to many factors including the availability of resources. Whatever the opportunity, achieving the ambitious goals of GR Forward will require public, private, and philanthropic support throughout the Grand Rapids community. By recognizing our shared vision, and working collaboratively to achieve it, Downtown Grand Rapids will be further cemented as the region's downtown, the civic heart of West Michigan, and a place welcoming to all residents, nearby neighbors, and visitors.

Recommendation Accept GR Forward and recommend adoption by the City of Grand Rapids' as an amendment to the City Master Plan.



MEMORANDUM

TO: Interested Parties
FROM: Tim Kelly, DGRI Planning Manager
DATE: Updated October 2015
SUBJECT: GR Forward Public Engagement Summary Facts

GR Forward is driven by a robust public consultation initiative. Downtown Grand Rapids, Inc (DGRI) – along with the City of Grand Rapids, Grand Rapids Public Schools and other project partners – designed and continues to advance a significant public information and engagement effort that’s directly involving citizens, developers, businesses, non-profit and institutional partners, decision makers, and other stakeholders. The strategy broadens the reach of traditional public engagement efforts by deploying innovative methods and technologies.

This memo summarizes the community engagement action from project startup in April 2014 thru September 2015, during which time **over 4,400 citizens have participated in the GR Forward process.**

- **Consultant Selection: 2 committee meetings with a group comprised of 12 citizen members representing the following organizations:**
 - City of Grand Rapids Planning Commission
 - CWD Real Estate
 - Windquest Group
 - Grand Valley State University
 - City of Grand Rapids City Commission
 - 616 Development
 - Grand Rapids Whitewater
 - Friends of Grand Rapids Parks
 - Grand Rapids Downtown Development Authority
 - Essence Restaurant Group
 - The Rapid
 - Grand Rapids Public School Board

- **GR Forward project steering committees: 4 comprised of 145 citizen members.**
 - Downtown Plan Steering Committee (32 members): 12 meetings
 - River Corridor Plan Steering Committee (78 members): 12 meetings
 - River Restoration Plan Steering Committee (22 members): 11 meetings
 - GRPS Museum School and Innovation Central High (13 members): 8 meetings



- **DGRI leadership network: reports to and roundtable discussions with the following groups:**
 - DGRI Board of Advisors (12 members): 4 meetings
 - Downtown Development Authority (9 members): 5 meetings
 - Downtown Improvement District (members): 2 meetings
 - Monroe North Tax Increment Finance Authority (9 members): 3 meetings
 - Alliance for Investment (23 members): 5 meetings
 - Alliance for Vibrancy (19 members): 4 meetings
 - Alliance for Livability (22 members): 5 meetings

- **Briefing City of Grand Rapids Commissions, Councils, and Advisory Boards:**
 - City Commission: 3 meetings
 - Planning Commission: 3 meetings
 - Parking Commission: 5 meetings
 - Parks Advisory Board: 3 meetings
 - Smart Zone Board: 2 meetings
 - Building and Brownfield Authority: 1 meeting
 - Urban Forestry Committee: 1 meeting

- **Mini-grants: \$30,000 to 12 neighborhoods voluntarily applying to support public outreach and participation.**
 - Black Hills Neighborhood Association
 - Cook Library
 - Creston Neighborhood Association
 - Disability Advocates of Kent County
 - Grand Rapids Initiative for Leaders
 - Grandville Avenue Arts Center
 - Heritage Hill Neighborhood Association
 - John Ball Neighbors dba SWAN
 - LINC Community Revitalization, Inc.
 - Neighbors of Belknap Lookout
 - Roosevelt Park Neighborhood Association
 - West Grand Neighborhood Association

- **Neighborhood consultations: 26 total citywide drawing ~450 sign-ins.**
 - 3 each with Belknap, Black Hills, Creston, Downtown, Heritage Hill, Roosevelt Park, SWAN/JBAN, West Grand
 - 1 Regional meeting each with neighbors in: Northeast, Southeast, Northwest, Southwest Grand Rapids

- **Stakeholder Interviews: 30+ with representatives from such organizations as:**



- WMEAC
 - SMG Group
 - Frey Foundation
 - City of Grand Rapids City Commissioners
 - Huntington Bank
 - DDA Board of Advisors
 - DGRI Board of Advisors
 - Celebration Cinema
 - Orion
 - The Rapid
 - Grand Rapids Public Schools Staff
 - Grand Rapids City Staff
 - Grand Rapids Community Foundation
 - Experience Grand Rapids
 - Ellis Parking
 - Spectrum Health
 - Rockford Construction
 - Grand Rapids Whitewater
 - Colliers International
 - Start Garden
 - Attico Ventures
 - The Right Place
 - Greater Grand Rapids Bike Coalition
 - CWD Real Estate
 - 616 Development
 - Monroe North TIFA / Business Association
 - The Geek Group
 - Urban League
- **Focus groups: 13 to date on housing, diversity and inclusion, student life, and other key issues with representatives from the following organizations:**
- University Students: MSU, KCAD, GVSU, WMU/Cooley
 - Merchants: Downtown Market, Bartertown, Central District Cyclery, Barfly, Mayan Buzz, Autofixit
 - Social Service: Mel Trotter, Heartside Neighbors Collaborative Project, Degage, Catholic Charities of WM, Coalition to End Homelessness, HQ
 - Diversity and Inclusion (3 meetings): LINC, GR Community Foundation, Chamber of Commerce, Kent County, Kellogg Foundation, Boy Scouts of America, Urban League, SMG, Experience GR, City of GR, Dyer Ives
 - River Art: GRAM, Huntington Bank, Meijer Gardens
 - Economic Development: LINC, GR Current, Neighborhood Ventures, City of GR



- DASH (2 meetings): 616 Development, Downtown Market, Art Prize, SMG, Community Foundation, Dyer Ives, The Rapid, Spectrum, Monroe North BA, GVSU, MSU, WMU/Cooley, GRCC, Ellis Parking, NOBL
 - Parking (2 meetings): Bank of Holland, GVSU, Rockford Construction, Community Foundation, DT Residents, Ellis Parking, Planning Commission, 616 Development, MSU, Spectrum, Parking Commission, GRCC, NOBL
 - Housing: SVG Real Estate, Dwelling Place, Rockford Construction, Orion, Downtown Residents, 616 Development, City Commissioner, Huntington Bank
- **Public open house**: 450+ visitors to a storefront space dedicated to GR Forward at 50 Louis Street from October – December 2014.
 - **Public forums: 225 attendees.**
 - January 15, 2015: 150 participants
 - April 16, 2015: 75 participants
 - **Survey of downtown residents, workers, and businesses**: 376 respondents.
 - **Downtown resident event: 170 attendees.**
 - April 15, 2015
 - **Collaborative mapping exercise**: Received 991 community-generated ideas, insights and comments on barriers.
 - **Invited Organizational 75+ consultations:**
 - Business Representatives / Private Sector
 - Grand Rapids Chamber of Commerce Board
 - Chamber of Commerce's Inside Grand Rapids Program (x3)
 - West Michigan Hispanic Chamber of Commerce
 - Heartside Business Association (x2)
 - Leadership Grand Rapids
 - Creston Business Association
 - Inside GR
 - Varnum LLP
 - Amway
 - Chamber of Commerce Moving GR Forward Event
 - What's Next
 - BLEND
 - Chamber of Commerce Emerging Leaders Program
 - Hello WM Intern Connect Program
 - JW Marriot Management Team



- Spectrum Health Recruiting Managers
- GR Business Breakfast
- Downtown Market Staff
- Rockford Construction (x2)
- Grand Action Executive Committee

Education

- Stepping Stones Montessori School (x2)
- GRPS Center for Economicology
- Grand Rapids Public School Board (x2)
- GVSU Environmental Planning Class
- Michigan Association of Planning Student Conference
- GVSU Master of Public Administration Class

Civic Organizations

- Grandville Avenue of the Arts
- Experience Grand Rapids Board of Directors
- Convention and Arena Authority Leadership Breakfast
- Convention and Arena Authority Community Inclusion Group
- Grand Rapids Initiatives for Leaders (GRIL)
- GR Rotary Club
- Grand Rapids Kiwanis Club (x2)
- Mayflower Explorers Group
- Greater Grand Rapids National Pan-Hellenic Council
- West Michigan Environmental Action Council
- West Michigan Environmental Leadership Luncheon
- Friends of Grand Rapids Parks Board
- West Michigan Steelheaders
- SWAN/JBAN Annual Membership Meeting
- Roosevelt Park Neighborhood Association Board
- LINC First Thursday
- LINC First Friday (x2)
- Roosevelt Park Neighborhood Board
- Roosevelt Park Neighborhood Association Seniors Meeting
- Creston Neighborhood Monthly Board Meeting
- 616 Community Conversations

State Agencies

- Michigan Economic Development Commission
- Michigan State Housing Development Authority Managers Meeting
- Michigan Department of Natural Resources



Foundation / Philanthropy

- Dyer-Ives Foundation
- Frey Foundation
- Grand Rapids Community Foundation
- Sebastian Foundation
- Wege Foundation
- WK Kellogg Foundation

Accessibility and Transportation

- The Rapid Board of Directors
- Greater Grand Rapids Bike Coalition
- Disability Advocates of Kent County (x2)

Adjacent Communities

- City of Walker
- City of Kentwood
- City of Lowell City Council
- Alpine Township Board of Advisors
- Downtown Kalamazoo Inc.

- **Leadership Luncheons: 4 round table discussions involving approximately 100 civic leaders:**
 - November 20, 2015: Planning with Bold Vision
 - December 4, 2014: Economic Development and Equity
 - January 15, 2015: Performance Based Governance
 - February 12, 2015: Welcoming Civic Love Through Open Engagement
- **Public Speaker Series: 4 events featuring leaders on:**
 - November 20, 2015: Planning with Bold Vision
 - December 4, 2014: Economic Development and Equity
 - January 15, 2015: Performance Based Governance
 - February 12, 2015: Welcoming Civic Love Through Open Engagement
- **Internet: ~3,250 views/month on a project specific website supported by Facebook, Twitter, Instagram.**
- **Planners in public spaces: ~150 people engaged at ArtPrize, Movies in the Park, and other events.**
- **E-Newsletter of updates and insights: 77 distributed with a weekly reach of approximately 300 people.**



- Media: Dozens of print/radio/web/TV clips generated by a concerted earned/paid/ethic media strategy.

4,400+ total participating residents, businesses, community leaders and organizations leading up to start of the formal public comment period in July 2015.

Formal Public Comment Period Engagement Schedule July – Dec. 2015

July

- July 2, 2015: DRAFT GR Forward Plan Submitted
- July 8, 2015: DDA Board
- July 9, 2015: DGRI Board of Advisors
- July 9, 2015: Windquest Group
- July 15, 2015: Social Service Executive Committee
- July 15, 2015: River Restoration Steering Committee
- July 23, 2015: Planning Commission
- July 23, 2015: Diversity and Inclusion Meeting at Grand Rapids Community Foundation
- July 27, 2015: Alliance for Livability
- July 29, 2015: Rockford Construction

August

- August 12, 2015: Public Comment Period Begins
- August 11, 2015: Alliance for Investment
- August 12, 2015: MNTIFA Update
- August 17, 2015: Open House #2 @ DGRI
- August 17, 2015: Library Exhibits
- August 26, 2015: Disability Advocates of Kent County
- August 27, 2015: Heartside Business Association Update

September

- September 1, 2015: NAI Wisinski
- September 8, 2015: Alliance for Investment
- September 8, 2015: Neighbors of Belknap Lookout
- September 10, 2015: Parking Commission
- September 11, 2015: GVSU Administrators
- September 16, 2015: Alliance for Vibrancy
- September 17, 2015: Experience GR Staff



- September 17, 2015: Heritage Hill
- September 21, 2015: GVSU Old Learners
- **September 22, 2015: 42 Day Comment Period Ends**
- September 22, 2015: Creston Neighborhood
- September 23, 2015: SWAN/JBAN
- September 23, 2015 – October 11, 2015: ArtPrize Video
- September 23, 2015: Mobility Tour with Downtown Stakeholders
- September 24, 2015: Bliss for GR
- September 28, 2015: Alliance for Livability
- September 29, 2015: Black Hills
- September 29, 2015: DAKC Accessibility Tour
- September 30, 2015: Amway Corp
- September 30, 2015: WGVU West Michigan Week

October

- October 1, 2015: GR Rowers
- October 1, 2015: DAKC Accessibility Tour
- October 2, 2015: LINC First Friday
- October 3, 2015: Ferris State University Faculty
- October 5, 2015: East Grand Rapids City Commission Update
 - October 6, 2015: Robert S' Radio Show "Pulse of the City" on 94.9 WYGR
 - October 6, 2015: Grandville Art Academy / Roosevelt Park
 - October 7, 2015: Disability Advocates of Kent County
- October 9, 2015: Monroe North Business Association
- October 15, 2015: Hispanic Chamber of Commerce
- October 16, 2015: Chamber of Commerce Event with Outpro and Black Women Connect
- October 20, 2015: 3rd Ward Event hosted by Commissioner Lenear and Commissioner Lumpkins
- October 20, 2015: Grand Rapids Area Black Businesses
- October 21, 2015: NAACP
- October 21, 2015: Endless Opportunities
- October 22, 2015: Grand Rapids Association of Realtors
- October 22, 2015: Planning Commission
 - October 22, 2015: Convention and Arena Authority Community Inclusion Group Event
- **October 23, 2015: 73 Day Comment Period Ends**



November

- November 3, 2015: Downtown and River Corridor Steering Committees meet to recommend the plan with edits incorporated from public comment
- November 9, 2015: DGRI Board of Advisors
- November 11, 2015: DDA Board
- November 11, 2015: MNTIFA Board
- November 12, 2015: Planning Commission and Public Hearing

December

- December 15, 2015: City Commission



MEMORANDUM

TO: DGRI Board of Advisors

FROM: Kristopher Larson, AICP

DATE: November 5, 2015

SUBJECT: Proposed Organizational Performance Measures

To better assist in articulating the story of DGRI, its alignment, efficiencies, and effectiveness, the DGRI Executive Committee has recommended a set of 15 performance measures to gauge DGRI's successes (see below). Beginning with a recommended set of 61 options provided by DGRI staff, the Executive Committee winnowed the list to more than a dozen metrics that will assist in organizational goal setting and performance tracking around six key investment focus areas and other efficiency measures.

All 15 are related either to specific targets emerging from GR Forward, the original purpose of DGRI's respective public finance tools (DDA, MNTIFA, and DID), or sound fiscal responsibilities associated with non-profit management. It is anticipated that FY16 will establish the baseline data, with regular reporting performed as a component of the annual State of Downtown event that occurs at the end of each fiscal year. To expand upon organizational transparency, the approved measures will have a permanent page on the DGRI website, www.downtowngr.org, dedicated to providing public access to the baseline data and subsequent targets and performance measures. Where possible, the measures will be updated to inform important organizational activities such as budgeting or goal setting.

Proposed Organizational Performance Measures

I. Key Investment Focus: Facilitating investment

Proposed Indicators / metrics:

- Change in tax valuation within district(s)
- Private investment leveraged vs. TIF dollars invested

II. Key Investment Focus: Mobility

Proposed Indicators / metrics:

- Pedestrian counts
- Perception of visitor parking availability

III. Key Investment Focus: Livability

Proposed Indicators / metrics:

- Number of households
- Household affordability mix

IV. Key Investment Focus: Inclusion and Participation

Proposed Indicators / metrics:

- Demographically representative leadership – Boards and Alliances
- Perception of Downtown as a welcoming and inclusive environment

V. Key Investment Focus: Marketing, Communications, and Vibrancy

Proposed Indicators / metrics:

- Social media followers
- Economic return generated via DGRI events

VI. Key Investment Focus: Safe, Clean and Beautiful

Proposed Indicators / metrics:

- Stakeholder-driven qualitative ratings on sidewalk cleanliness
- Percentage tree canopy in Downtown

VII. DGRI Efficiency Measures

Proposed Indicators / metrics:

- Percentage of DID budget returned as direct services and improvements
- Speed of project implementation
- Resources / leverage raised to assist in project implementation

Recommendation:

Adopt the proposed organizational performance measures as presented.

I. Key Investment Focus: Facilitating investment

Potential Indicators / metrics:

Direct

- Gross number of dollars invested within district(s)
- Change in tax valuation within district(s)
- Change in property valuation / occupancy adjacent to an infrastructure investment
- Private investment leveraged vs. TIF dollars invested
- Percentage of land in Downtown on the tax rolls
- Number of buildings in Downtown that need rehab / repositioning
- Land use patterns on riverfront property

Indirect

- Office space occupancy (secondary sources)
- Retail space occupancy (secondary sources)
- Lease rates by class (secondary sources)
- Rents compared to regional rents / competitive markets (secondary sources)
- Employment density (jobs / acre)

II. Key Investment Focus: Mobility

Potential Indicators / metrics:

Direct

- Pedestrian counts
- Walkability audits
- % active block faces
- Bicycle facilities (racks, lanes, etc.)
- Walk score, Bike Score, Bicycle friendly community rating (secondary sources)
- Access to and quality of transit stations
- Perception of visitor parking availability
- Grading of infrastructure

Indirect

- Circulator ridership
- % Modal shift
- Children that can walk to school

III. Key Investment Focus: Livability

Potential Indicators / metrics:

Direct

- Number of households
- Household affordability mix
- Square footage of open space per household
- Residential density

Indirect

- Housing pricing (secondary sources)
- Demographic composition
- HH incomes
- HH educational attainment
- Occupancy rates
- Avg. days on the market
- Residential income density

IV. Key Investment Focus: Inclusion and Participation

Direct

- # of minority and women-owned businesses
- Universal accessibility
- Demographically representative leadership – Boards and Alliances
- Involvement by citizens in organizational decision making
- DGRI dollars spent with MWBE companies

Indirect

- Racial diversity of Downtown populous
- Perception of Downtown as a welcoming and inclusive environment
- Economic equity

V. Key Investment Focus: Marketing, Communications, and Vibrancy

Potential Indicators / metrics:

Direct

- # of outdoor cafes
- Media impressions
- Social media followers
- Attendees attracted via DGRI events

- Economic return generated via DGRI events
- Vanity stats from Website

Indirect

- Arts and cultural events attendance
- Retail sales

VI. Key Investment Focus: Safe, Clean and Beautiful

Potential Indicators / metrics:

Direct

- #s of trash removed / recycled (activity measure)
- Stakeholder-driven qualitative ratings on sidewalk cleanliness
- Social media
- % tree canopy in Downtown
- Strong civic and social networks

Indirect

- Crime rates
- Perceptions of public safety and Quality of Life

VII. DGRI Efficiency Measures

Potential Indicators / metrics:

Direct

- Percentage of Admin components of DGRI budgets (vs. comparables)
- Percentage of DID budget returned as direct services and improvements
- Speed of project implementation
- Resources / leverage raised to assist in project implementation