

AGENDA

DOWNTOWN DEVELOPMENT AUTHORITY



Board Members:

Mayor Rosalynn Bliss • Kayem Dunn • Dr. Wendy Falb • Jane Gietzen
Brian Harris • Elissa Hillary • Diana Sieger • Jim Talen • Rick Winn

Wednesday, December 14, 2016
8:00 a.m. Meeting
29 Pearl Street, NW Suite #1

- | | | |
|--|---------------|---------|
| 1. Call to order | | |
| 2. Approve Meeting Minutes from November 9, 2016 (8:01)
(enclosure) | | Harris |
| 3. Accept November, 2016 Financial Statements (8:05)
(enclosure) | <i>Motion</i> | Wallace |
| 4. Approve 2017 DDA Meeting Calendar (8:10)
(enclosure) | <i>Motion</i> | Larson |
| 5. Approve Floodwall Easements (8:13)
(enclosure) | <i>Motion</i> | Wendt |
| 6. Approve Downtown Enhancement Grant Program Guidelines (8:15)
(enclosure) | <i>Motion</i> | Kelly |
| 7. Authorize Lease for African-American Heritage Museum (8:45)
(enclosure) | <i>Motion</i> | Larson |
| 8. Authorize Contributions to Michigan St. Pedestrian Improvements (8:55)
(enclosure) | <i>Motion</i> | Larson |
| 9. Lyon Square Design Presentation (9:00) | Info Item | Larson |
| 10. President & CEO Report (9:15) | Info Item | Larson |
| 11. Public Comment (9:20) | | |
| 12. Board Member Discussion (9:25) | | |
| 13. Adjournment | | |

UNAPPROVED MINUTES

MEETING OF THE DOWNTOWN DEVELOPMENT AUTHORITY

November 9, 2016

1. Call to Order – The meeting was called to order at 8:02am

2. Attendance

Present: Kayem Dunn, Dr. Wendy Falb, Jane Gietzen, Brian Harris, Diana Sieger, Jim Talen, Rick Winn

Absent: Mayor Rosalynn Bliss, Elissa Hillary

Others Present: Kristopher Larson (Executive Director), Murphy Ackerman (DDA Executive Assistant), Jana Wallace (DDA Treasurer), Bill Kirk, Andy Guy, Annamarie Buller, Tim Kelly, Joanne Roehm, Jim Harger

3. Approve Meeting Minutes from October 12, 2016

Motion: Diana Sieger, supported by Dr. Wendy Falb, moved approval of the minutes from the October 12, 2016 meeting as presented. Motion carried unanimously.

4. Approve Preliminary October 31, 2016 Financial Statements

Ms. Wallace gave an overview of the October financials. Ms. Wallace explained that this is a shorter list of financials because it is one month of transactions as opposed to the previous statement that included multiple months.

Motion: Jane Gietzen, supported by Jim Talen, moved to approve Statement D: Schedule of October 31, 2016 Expenditures as recommended. Motion carried unanimously.

5. Recommend DDA TIF and Development Plan Amendments

Mr. Kelly explained that there have been revisions made to the plan since the last DDA meeting. Mr. Kelly reiterated that the TIF and Development plan helps to outline the eligible activities of the DDA as well as define the boundaries for where money can be spent. Mr. Kelly said at the previous meeting, it was suggested to overlay the DDA boundary with the existing Southtown CID. Mr. Kelly said he and Mr. Larson have worked to meet with City staff, the Southtown CID Board, and the South Division Business Corridor, to ensure that this overlay would be supported by all entities. Mr. Kelly said after these meetings, it was determined that the advantages of expanding in this area outweighed any of the disadvantages. Mr. Kelly added that, while it is not required, the Southtown CID voted unanimously to approve the boundary overlay. Mr. Larson added that in these conversations, staff was able to better understand the priorities of the neighborhoods and how the DDA can partner to help achieve the goals of GR Forward. Mr. Larson said the DDA will be able to partner with the CID's and empower them to address the needs of their constituents and facilitate a faster outcomes. Mr. Larson said this is also a great opportunity to build bridges and partner with the CID's to create a more equitable and welcoming downtown. Mr. Kelly explained that the addition of the Southtown CID was the only

amendment to the plan since it's presentation at the previous meeting. Mr. Harris thanked staff for their work to ensure buy in from the Southtown CID.

Motion: Rick Winn, supported by Jane Gietzen, moved to approve the resolution recommending the expansion of the Grand Rapids Development Area No. 1 and amending the Tax Increment Financing and Development Plan for Grand Rapids Development Area No 1. Motion carried unanimously.

6. Approve BRIP for 438 Bridge Street

Mr. Kelly introduced the request for assistance for the building located at 438 Bridge Street, formerly home to Montes Bar. Mr. Kelly said the renovations will result in a new bar and restaurant on the first floor with offices on the second floor. Mr. Kelly said the funds will be used for barrier free access, streetscape improvements, as well as façade improvements. Mr. Kelly said the new restaurant is anticipating a late fall opening. Mr. Kelly said he is confident that this will add another amenity to the West Side and noted that the owners also own O'Tooles located on Bridge Street, and have been invested in the area for a number of years. Ms. Dunn asked if pedestrian crossings are being addressed as the area continues to rapidly develop. Mr. Larson said this was a main point of focus for the recent road improvements along Bridge Street. Mr. Talen asked if it is standard to approve an additional amount with the BRIP grant. Mr. Kelly said the current program offers additional funding for various sustainability efforts. Mr. Kelly said the program structure is currently being amended and will move primarily towards interventions to enhance the public realm. Mr. Harris said these program amendments will help to keep DDA tools relevant and evolving. Mr. Kelly said the program amendments will be brought to the DDA for approval in the coming months.

Motion: Rick Winn, supported by Kayem Dunn, moved to approve the BRIP grant in an amount not to exceed \$72,486.50. Motion carried unanimously.

7. Approve Support for LaughFest 2017

Mr. Larson said the DDA has a history of partnering with LaughFest, and the festival has proved to be a strong economic driver for downtown year after year. Mr. Larson explained that the funding will be used to partner on specific initiatives that help to promote diversity and inclusion as well as mobility and accessibility to the events. Mr. Larson said this year, the DDA's support will be used to contract with the Rapid to extend services to 2:00 am during the festival to help provide transportation options for both visitors and volunteers. Mr. Larson said support for LaughFest was budgeted under the Major Event Support line item. Mr. Harris reminded the Board that the support of these major events is contingent on their ability to reinvent and align their dollars with the goals of GR Forward. Ms. Gietzen asked if the Rapid has extended their hours this late in the past. Mr. Kirk said not this late, but the Rapid has extended its hours for events such as ArtPrize. Mr. Larson added a component of this partnership will be creating marketing materials to advertise the extended hours. Mr. Larson said this will be mutually beneficial as it will raise awareness of the DASH services. Mr. Talen said he was appreciative of the innovation to use the Rapid to contribute to the diversity of the event. Mr. Harris said the expansion of the DASH services has been proven successful through Movies in the Park.

Motion Kayem Dunn, supported by Rick Winn, moved to approve the recommendation of supporting LaughFest 2017 in the amount of \$15,000. Motion carried unanimously.

8. Authorize Support for IDA Research

Mr. Larson introduced the request for the DDA's participation in an International Downtown Association (IDA) research project. Mr. Larson disclosed that he is the chair of the IDA research committee. Mr. Larson explained that the goal of the project is to begin articulating the value of

downtown's within their respective cities. Mr. Larson said as the industry continues to look to standardize this methodology, it is important to recognize how various cities define success. Mr. Larson said the research team is working with a diversity of cities in size and demographics. Mr. Larson said as a participating organization, Grand Rapids would receive case studies for its city and its regional context. Mr. Harris said this research is important to showcase Grand Rapids as a leader for peer cities, and gather benchmark data to facilitate the growth of downtown. Mr. Larson said it is imperative that we are measuring the right things so we can use this data for an evaluative purpose. Ms. Sieger asked if all of the other cities have confirmed their participation. Mr. Larson said each city has given tacit approval at minimum.

Motion: Rick Winn, supported by Diana Sieger, moved to authorize the DDA Executive Director to enter into a contract with the International Downtown Association to contribute to the Calculating the Value of American Downtowns research project in the amount of \$15,000. Motion carried unanimously.

9. Authorize Execution for Bikeshare Feasibility Agreement

Mr. Kirk introduced the request for a bikeshare feasibility analysis. Mr. Kirk explained that this study will expound upon the research that was previously done in GR Forward, which worked to determine that downtown could support a bikeshare program. Mr. Kirk said after an RFP was circulated and proposals were received, he and a selection committee comprised of DGRI staff, Mobile GR staff, DDA member Ms. Sieger, and a parking commissioner, they unanimously selected Sam Schwartz Transportation Consultants. Mr. Kirk said Sam Schwartz also worked as the lead firm for the mobility component of GR Forward and possesses an extensive amount of knowledge regarding Grand Rapids and its current mobility state. Mr. Kirk said another key aspect of choosing Sam Schwartz was their heavy emphasis on the equity portion of the plan, including outreach and implementation. Mr. Kirk said from a capital perspective, this will be a relatively small investment, but will be imperative for moving forward towards larger mobility initiatives. Mr. Kirk said the DDA will be partnering with Mobile GR to ensure that the feasibility study encompasses the entire city as opposed to only downtown. Mr. Kirk explained that the DDA will only be funding the portion of the study within its boundaries. Ms. Sieger said this information will be crucial in helping to determine the viability of a city wide bikeshare. Ms. Sieger added that a compelling piece of a potential system will be its ability to provide access to downtown, where job opportunities are, for neighboring communities. Ms. Sieger said she views a bikeshare as a step forward in providing access to employment for those with limited transportation options. Ms. Dunn said she believes this will be crucial to begin to integrate the neighborhoods and our downtown. Mr. Kirk said in terms of actual program costs, there will be opportunity for partnership with foundations and employers as they have already shown interest. Mr. Winn said he is curious to see the viability of a system given the climate of the area. Mr. Kirk said the RFP identified peer city analysis as a component to help address climate concerns. Ms. Gietzen said this information will be critical as it can begin to answer each of the questions being raised in this meeting. Ms. Gietzen said she is excited to see this work take the next step. Mr. Harris said this study will be an important step to begin seeing the goals of GR Forward come to fruition.

Motion: Kayem Dunn, supported by Jane Gietzen, moved to authorize the DDA Executive Director to enter into a contract with Sam Schwartz Transportation Consultants to conduct a Bike Share Feasibility Analysis and develop a Strategic Business Plan not to exceed \$100,000 with the DDA's share not to exceed \$30,000. Motion carried unanimously.

10. Authorize Contract for Video Production

Mr. Guy explained that this request will continue DGRI's effort to create original content for the website as well as various social media platforms. Mr. Guy said as we continue to build these platforms

it is important to effectively communicate DGRI's message visually. Mr. Guy said videos offer an opportunity for the community to participate and engage in the work of the organization that may not have otherwise. Mr. Guy said staff has worked with DropDrop Studios to create a contract that includes a comprehensive project list for the next six months. Mr. Guy said this will include creating short videos to communicate the progress of GR Forward projects throughout the year as well as collect footage to ensure that we have a comprehensive collection of the year's accomplishments for the annual State of the Downtown video. Mr. Larson said this project was included in our budget planning for the year in the marketing and inclusion line item. Mr. Harris asked if this is a one-time cost, or if we will receive invoices throughout the six months for a variety of projects. Mr. Guy said it will be invoiced throughout the six months. Dr. Falb asked if there is a mechanism to help identify women and minority owned businesses when selecting firms for various projects. Mr. Harris said it is considered but the DDA does not have an official policy. Mr. Larson said he has requested a business list from the City of local women and minority owned businesses to ensure that they are aware of these RFP opportunities, but has been made aware that this list does not exist. Mr. Talen asked if there is concern for the entire budget being expended in six months. Mr. Guy said there is flexibility in the line item, and there are only approximately seven months remaining in this fiscal year. Mr. Harris asked if other organizations in the community will have access to the library of footage that is collected or if it will be strictly for DGRI use. Mr. Guy said the organization receives a lot of requests to share media, and is looking into how we partner to share our resources.

Motion: Rick Winn, supported by Jane Gietzen, moved to approve execution of a contract with DropDrop Studios in an amount not to exceed \$55,000 for video content and motion graphic production services. Motion carried unanimously.

11. Movies in the Park- Impact Report

Mr. Larson presented the results of the 2016 Movies in the Park series. Mr. Larson said a key component to this year's series was identifying and working with new partners to grow the diversity of the event. Mr. Larson said this effort included marketing with new partners, translating posters into Spanish, alternating English and Spanish subtitles, providing free transportation, and identifying specific marketing opportunities. Mr. Larson gave an overview of the attendance, financial impact to the organization, as well as the economic stimulus for downtown. Mr. Larson thanked Kim Van Driel and LaTarro Traylor for their hard work with programming and partnerships for the movie series. Ms. Sieger thanked staff for their efforts in growing the diversity of the event and said she has seen the influence on the events that the DDA has chosen to sponsor. Dr. Falb congratulated the team on the successful series, and thanked staff for their leadership in relation to diversity and inclusion.

12. President & CEO Report
DID 9/12/16

- Received updates on DID assessment law from City Attorney & Assessor

MNTIFA (10/12/16)

- Approved support for Accessibility Audit
- Received an update on DDA TIF and Development Plan amendments

DDA (10/12/16)

- Approved support for Accessibility Audit
- Approved development support for 150 Ottawa development project
- Approved request for funding for web improvements
- Approved amendments to DDA TIF and Development Plan amendments

DGRI (12/7/16)

- Destination Asset Study Presentation

Alliances:

INVESTMENT (11/8)

- Chair: Nikos Monoyios, Long Range Planner @ The Rapid
- Finalizing incentive program recommendations
- Sheldon Ave. Design Opportunities

VIBRANCY (10/19)

- Chair – Brandy Moeller, City of Grand Rapids
- Focus on Winter Event Planning, Valent-ICE

LIVABILITY (11/28)

- Chair: Lynee Wells, Principal @ Williams & Works – Working Group Discussions;

DGRI Staff Highlights

Events / Marketing / Communications

- Next Downtown Resident Network Event – Nov 9, 5:00 PM - GRPL
- Movies NOT in the Park Lineup @ UICA:
 - Nov 5: Batman Returns
 - Nov 12: Home Alone 2
 - Nov 19: Cool Runnings
 - Dec 10: The Mighty Ducks
 - Dec 17: Nightmare Before Christmas
- Held 2 Special Events Training Programs – 70 attendees!
- Kicked off GR Forward Thinking Speaker Series
 - Project ñ – Oct 10, 6:30 – 8:30 PM; Loosemore Auditorium
 - Van Jones – Oct 27th, in collaboration with LINC Empowered Communities Conference
 - Dr. Tsemberis – November 16, 6:00 PM; Fountain St. Church
- Coordinating Holiday Tree / Downtown Holiday kickoff event – December 2

Planning / Development

- Maintaining close contact with legislation-sponsoring lawmakers and State organizations as we prepare for TIF reform moving into lame duck scenario
- GR Forward awarded the Daniel Burnham Award for Excellence in Comprehensive Planning

- KL & TK participating on Daniel Rose Fellowship project team- Organized by ULI & National League of Cities. Team also includes Mayor Bliss, Kara Wood, and Josh Naramore from City of GR.
- Coordinating Zoning Update meetings with Real Estate Stakeholders - #6 – Nov 9
- Calder Plaza Steering Committee – Nov 9, 2016 / Special DGRI Meeting Nov 10
- Partnering with Experience GR and Grand Action on Destination Asset Initiative
- Managing Lyon Square Schematic Design – received 100% SD set.

13. Public Comment
None

14. Board Member Discussion
Ms. Dunn thanked staff for their work on the speaker series and the thought provoking conversation it provided.

15. Adjournment
The meeting adjourned at 9:35am

MEMORANDUM

CITY OF GRAND RAPIDS · DOWNTOWN DEVELOPMENT AUTHORITY

**Agenda Item 3.
December 14, 2016
DDA Meeting**

DATE: December 8, 2016

TO: Brian Harris
Chairman

FROM: Jana M. Wallace
Downtown Development Authority Treasurer

SUBJECT: FY2017 Interim Financial Statements as of November 30, 2016

Attached are the DDA's interim financial statements for the first five months of the fiscal year ending June 30, 2017. The attached statements include:

Statement A: Balance Sheet
Statement B: Comparison of FY2017 Budget vs Actual Results
Statement C: Statement of Project Expenditures
Statement D: Schedule of November, 2016 Expenditures

Aside from the receipt of the first quarter parking revenues for the Authority's parking lots, November was not a particularly busy month in terms of financial transactions.

The Authority has sufficient cash to support budgeted expenditures.

Please contact me at 616-456-4514 or jwallace@grcity.us if you have any questions.

Attachments

STATEMENT A

DOWNTOWN DEVELOPMENT AUTHORITY

Balance Sheet

As of November 30, 2016

	Non-Tax Funds	Debt Increment	Local Tax Increment	TOTAL
ASSETS				
Pooled Cash and Investments	\$ 4,461,314	\$ 7,691,331	\$ 6,650,551	\$ 18,803,196
Petty Cash	-	-	500	500
Debt Service Reserve Fund	-	5,406,462	-	5,406,462
Tax Increment Receivable	(4,186)	-	4,186	-
Loan Receivable - Project Developer	613,848	-	-	613,848
Loan Receivable - Special Assessments	11,052	-	-	11,052
General Fixed Assets	-	-	90,051,736	90,051,736
Accumulated Depreciation on Fixed Assets	-	-	(50,672,717)	(50,672,717)
Future Tax Increment Revenues Anticipated	-	30,098,727	139,500	30,238,227
TOTAL ASSETS	\$ 5,082,028	\$ 43,196,520	\$ 46,173,756	\$ 94,452,304
LIABILITIES AND FUND EQUITY				
Liabilities				
Current Liabilities	\$ 7,572	\$ -	\$ 3,988	\$ 11,560
Parking Revenue Payable	12,705	-	-	12,705
Other Accrued Liabilities	69,620	-	(69,620)	-
Project Increment Due to Developers	-	-	7,373	7,373
Current Year Excess Capture	-	3,789,022	-	3,789,022
Deposit - Area 1 and Area 5 Options to Buy	107,578	-	-	107,578
Net Retiree Health Care Obligation ¹	-	-	(5,720)	(5,720)
Prior Year Property Tax Appeals	-	139,214	77,008	216,222
Deferred Revenue - Developer Loan	613,848	-	-	613,848
Contract Payable	-	-	139,500	139,500
Bonds Payable	-	30,098,727	-	30,098,727
TOTAL LIABILITIES	811,323	34,026,963	152,529	34,990,815
Fund Balance / Equity:				
Investments in General Fixed Assets, net of Accumulated Depreciation	-	-	39,379,019	39,379,019
Non-Tax Increment Reserve	3,735,170	-	-	3,735,170
Reserve for Authorized Projects	-	-	6,256,731	6,256,731
Reserve for Brownfield Series 2012A Bonds	531,071	-	-	531,071
Reserve for Compensated Absences	-	-	7,881	7,881
Reserve for Eligible Obligations	-	9,169,557	-	9,169,557
Reserve for Encumbrances	4,464	-	377,596	382,060
TOTAL FUND EQUITY	4,270,705	9,169,557	46,021,227	59,461,489
TOTAL LIABILITIES & FUND EQUITY	\$ 5,082,028	\$ 43,196,520	\$ 46,173,756	\$ 94,452,304

Note 1: This line is the accumulated amounts of the actuarially determined Annual Required Contributions (ARC) for pre-65 year old retiree health insurance in excess of the "pay as you go" charges disbursed from the Retiree Health Insurance Fund plus interest on the unpaid portion of the prior year liability. The trust fund is currently over-funded which is why the account has a negative balance.

STATEMENT B

DOWNTOWN DEVELOPMENT AUTHORITY Comparison of FY2017 Budget vs Actual Results July 1, 2016 - November 30, 2016

	Non-Tax Funds		Debt Tax Increment		Local Tax Increment	
	Budget	Actual	Budget	Actual	Budget	Actual
REVENUES						
Property Tax Increment - General	\$ -	\$ -	\$ 9,630,568	\$ 9,598,547	\$ 5,107,623	\$ 4,665,956
Property Tax Increment - Transit Millage	-	-	-	-	454,848	454,848
Property Tax Increment - Prior Year Appeals	-	-	(75,000)	-	(75,000)	4,186
Property Tax Increment - Rebates to City / ITP	-	-	-	-	(327,571)	-
Special Assessments - Areaway	15,000	-	-	-	-	-
Brownfield Authority - Grandville Avenue	-	-	-	-	26,180	24,528
Brownfield Authority - Veterans Park	-	-	-	-	606,979	-
Interest on Investments - General	22,171	1,547	5,000	2,851	54,307	2,235
Interest on Investments - Multi-Year Accrual Reversal	-	(50,440) ¹	-	(29,645) ¹	-	(96,253) ¹
Interest on Investments - The Gallery Note	27,623	-	-	-	-	-
Property Rental - DASH Parking Lots	321,332	46,390	-	-	-	-
Property Rentals - YMCA Customer Parking	51,510	-	-	-	-	-
Event Sponsorships and Support	60,000	5,825	-	-	-	-
Principal Repayments - The Gallery on Fulton Note	50,000	-	-	-	-	-
Restricted Contributions - Lyon Square Partners	-	-	-	-	560,000	-
Sale of Parking Area 5	6,550,000	-	-	-	-	-
Series 1994 Debt Service Reserve Fund	-	-	564,160	-	-	-
Reimbursements and Fees - Miscellaneous	600	88	-	-	10,000	-
From / (To) Fund Balance	(3,812,588)	-	(5,000)	-	1,129,984	-
TOTAL REVENUES	\$ 3,285,648	\$ 3,410	\$ 10,119,728	\$ 9,571,753	\$ 7,547,350	\$ 5,055,500
EXPENDITURES						
Investment - Planning and Infrastructure						
Development Incentive Programs	\$ -	\$ -	\$ -	\$ -	\$ 1,225,000	\$ 829,031
Transit Projects - Transit Millage Funded	-	-	-	-	580,000	-
Planning	10,000	10,827	-	-	10,000	3,375
Public Infrastructure	2,051,451	-	-	-	3,089,000	740,207
Investment Total	\$ 2,061,451	\$ 10,827	\$ -	\$ -	\$ 4,904,000	\$ 1,572,613
Livability - Residents / Workers / Neighborhood	412,000	88,076	-	-	870,000	225,369
Vibrancy - Attracting Visitors	555,000	146,020	-	-	295,000	31,046
Miscellaneous	40,000	22,256	-	-	-	-
Total Alliance Projects	\$ 3,068,451	\$ 267,179	\$ -	\$ -	\$ 6,069,000	\$ 1,829,028
Administration	3,200	537	-	-	1,022,863	477,490
Debt Service for Bond Issues	213,997	-	5,809,525	742,513	455,487	49,308
Estimated Capture to be Returned	-	-	4,310,203	-	-	-
TOTAL EXPENDITURES	\$ 3,285,648	\$ 267,716	\$ 10,119,728	\$ 742,513	\$ 7,547,350	\$ 2,355,826
EXCESS / (DEFICIT)	\$ -	\$ (264,306)	\$ -	\$ 8,829,240	\$ -	\$ 2,699,674

Note 1: For efficiency reasons, the City Treasurer does not record interest revenue when earned from multiple year investments. Instead, revenues associated with multiple year investments are accumulated annually, accrued, & then reversed in the following fiscal year.

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STATEMENT C

DOWNTOWN DEVELOPMENT AUTHORITY
Statement of Current Project Expenditures
As of November 30, 2016

Project Title	Project Budgets		EXPENDITURES			Available Budget
	%	Cost	Month	Fiscal Year	All Years	
Awayfill Fill Program (ARIP)		\$ 70,000 ^{1,2}	\$ 35,000	\$ 35,000		\$ 35,000
Building Re-use Incentive Program (BRIP)		250,000 ^{1,2}	67,608	201,658		48,342
Development Project Guidance		80,000 ^{1,2}	-	2,746		77,254
Development Project Reimbursements		775,000 ^{1,2}	49,181	554,627		220,373
Streetscape Improvement Incentive Program		50,000 ^{1,2}	35,000	35,000		15,000
Investment - Development Incentives Sub-Total	9.52%	\$ 1,225,000	\$ 186,789	\$ 829,031		\$ 395,969
DASH North Shuttle Services		80,000 ^{1,2}	-	-		80,000
New Downtown Circulator Infrastructure		500,000 ²	-	-	-	500,000
Investment - Transit Millage Funded Sub-Total	4.51%	\$ 580,000	\$ -	\$ -		\$ 580,000
Downtown Plan - Community Relations		10,000 ^{1,2}	-	3,375		10,000
Investment - Planning Sub-Total	0.08%	\$ 10,000	\$ -	\$ 3,375		\$ 10,000
Arena South Implementation		636,596 ²	-	-	86,596	550,000
Bridge Street Streetscape Improvs		216,237 ²	-	33	116,270	99,967
Grand River Activation		200,000 ²	-	-	-	200,000
Grandville Ave Area Improvements		850,000 ²	144	144	842,136	7,864
Ionia Avenue Cycletrack		286,000 ²	-	-	-	286,000
Library Area Improvements		250,000 ²	-	-	-	250,000
Lyon Square Improvements		916,882 ²	93,031	251,624	418,506	498,376
Michigan / Ottawa Gateway		75,000 ²	-	-	-	75,000
Pearl Street Gateway Enhancements		504,280 ²	75,603	274,664	576,390	(72,110)
Rowe Hotel Public Improvements		120,000 ²	-	-	-	120,000
Sheldon Blvd - Weston to Cherry Street		250,000 ²	-	-	-	250,000
State Street & Bostwick Ave Reconstruction		1,575,000 ²	4,262	213,742	812,744	762,256
Streetscape Improvements - various		600,000 ²	-	-	-	600,000
Veterans Park Improvements		894,890 ²	-	-	144,890	750,000
Weston Street - Sheldon to LaGrave Ave		100,000 ²	-	-	-	100,000
Investment - Public Infrastructure Sub-Total	58.07%	\$ 7,474,885	\$ 173,040	\$ 740,207	\$ 2,997,532	\$ 4,477,353
Downtown Speakers Series		10,000 ^{1,3}	2,925	10,827		(827)
Investment - Non-Tax Supported Sub-Total	0.08%	\$ 10,000	\$ 2,925	\$ 10,827		\$ (827)
Accessibility and Mobility Repairs		100,000 ^{1,2}	-	-		100,000
Bicycle Friendly Improvements		712,044 ²	-	-	137,044	575,000
Downtown Census		53,000 ²	-	-	23,000	30,000
Heartside Public Restroom Facility		100,000 ²	-	-	-	100,000
Public Realm Improvements		513,536 ²	81,664	178,963	292,499	221,037
Snowmelt System Repairs / Investigation		50,000 ^{1,2}	102	2,010		47,990
Tree Well Fill		150,000 ²	-	-	-	150,000
Urban Recreation Plan		264,084 ²	-	-	54,084	210,000
Wayfinding System Improvements		326,904 ²	24,319	44,396	116,300	210,604
Livability - Local Tax Supported Sub-Total	17.63%	\$ 2,269,568	\$ 106,085	\$ 225,369	\$ 622,927	\$ 1,644,631
Division Ave Task Force Implemntn		2,500 ^{1,3}	-	-		2,500
Downtown Ambassadors		225,000 ^{1,3}	821	74,672		150,328
Educational Partnerships Initiatives		5,000 ^{1,3}	-	-		5,000
Project and Fixed Asset Maintenance		25,000 ^{1,3}	-	-		25,000
Public Realm Improvements		- ^{1,3}	-	5,439		(5,439)
Riverwalk Maintenance		20,000 ^{1,3}	-	-		20,000
Stakeholder Engagement Programs		15,000 ^{1,3}	774	4,887		10,113
Street Trees Maintenance Program		5,000 ^{1,3}	-	-		5,000
Transportation Demand Mgmt Prog		112,500 ^{1,3}	793	3,078		109,422
Winter Avenue Building Lease		2,000 ^{1,3}	-	-		2,000
Livability - Non-Tax Supported Sub-Total	3.20%	\$ 412,000	\$ 2,388	\$ 88,076		\$ 323,924
DGRI Event Production		- ^{1,2}	-	598		(598)
Downtown Marketing & Inclusion		275,000 ^{1,2}	6,809	28,917		246,083
Downtown Workforce Program		- ^{1,2}	-	159		(159)
State of Dntn Event & Annual Reports		20,000 ^{1,2}	-	1,372		18,628
Vibrancy Local Tax Supported Sub-Total	2.29%	\$ 295,000	\$ 6,809	\$ 31,046		\$ 263,954
Bridge Lighting Operations		10,000 ^{1,3}	-	-		10,000
DGRI Event Production		80,000 ^{1,3}	15,731	43,749		36,251
Diversity / Inclusion Programming		22,500 ^{1,3}	2,631	7,201		15,299
Downtown Marketing & Inclusion		- ^{1,3}	-	322		(322)
Downtown Workforce Program		35,000 ^{1,3}	-	11,985		23,015
Go-Site Visitor Center at GRAM		7,500 ^{1,3}	-	-		7,500
Holiday Décor Program		65,000 ^{1,3}	-	-		65,000
Major Event Sponsorship		65,000 ^{1,3}	-	-		65,000
Public Space Activation		30,000 ^{1,3}	250	6,367		23,633
Rosa Parks Circle Skating Operations		40,000 ^{1,3}	-	-		40,000
Special Events - Grants		40,000 ^{1,3}	6,000	70,000		(30,000)
Special Events - Office of		75,000 ^{1,3}	-	-		75,000
Special Events - Training Program		5,000 ^{1,3}	2,115	6,396		(1,396)
Ticketed Events - Police Services		80,000 ^{1,3}	-	-		80,000
Vibrancy Non-Tax Supported Sub-Total	4.31%	\$ 555,000	\$ 26,727	\$ 146,020		\$ 408,980
Experience - Miscellaneous		40,000 ^{1,3}	3,211	22,256		17,744
TOTAL	99.69%	\$ 12,871,453	\$ 507,974	\$ 2,096,207		\$ 8,121,728

Note 1: Current year (FY2017) budget only.

Note 2: Paid from local tax increment. Note 3: Paid from non-tax funds.

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STATEMENT D

DOWNTOWN DEVELOPMENT AUTHORITY

Schedule of Expenditures

November, 2016

Source	Date Posted	Vendor	Activity # Purpose / Project	Description	Amount
Local	11/18/2016	Bishop Land Design, LLC	Lyon Square Improvements	Lyon Square Redesign Consultant	\$93,030.85
Local	11/30/2016	Diversco Construction Co Inc	Pearl Street Gateway Enhancements	Streetscape improvements - 09/16-10/20/2016	73,131.77
Local	11/23/2016	Design Workshop, Inc.	Public Realm Improvements	Planning/Design Services: Calder Plaza 09/2016	67,591.84
Local	11/30/2016	Paychex	Administration	DGRI payroll, taxes, 401(k) - November, 2016	57,129.91
Local	11/17/2016	downtown gr properties	Building Re-use Incentive Program (BRIP)	Partial support for building rehabilitation	50,000.00
Local	11/17/2016	Grand Rapids - Hopson Flats, LLC	Development Project Reimbursements	Summer 2016 developer reimbursement	45,124.58
Local	11/17/2016	Waters Building LLC	Areaway Fill Program (ARIP)	Partial support for building rehabilitation	35,000.00
Local	11/17/2016	Brass Works Equities, LLC	Streetscape Improvement Incentive Program	Partial support for building rehabilitation	35,000.00
Local	11/17/2016	Belford Development, LLC	Building Re-use Incentive Program (BRIP)	Partial support for building rehabilitation	17,607.50
Local	11/30/2016	Valley City Sign Co	Wayfinding System Improvements	Signage maintenance - 05/19-07/30/2016	17,450.00
Local	11/23/2016	Design Workshop, Inc.	Public Realm Improvements	Planning/Design Services: Calder Plaza 09/2016	13,243.98
Local	11/17/2016	City Treasurer - Budget Office	Administration	Support services allocation - November 2016	8,391.00
Local	11/30/2016	Valley City Sign Co	Wayfinding System Improvements	Signage maintenance - 07/31-08/23/2016	6,869.00
Local	11/21/2016	Federal Square Building Co. #1, LLC	Administration	Office Lease: 29 Pearl Street 11/2016	5,928.58
Local	11/30/2016	Amway Hotel Corporation	Downtown Marketing & Inclusion	Advertising 10/2016	5,260.00
Non-Tax	11/30/2016	Grand Rapids Event Management LLC	DGRI Event Production	Valent-Ice planning 10/2016	5,000.00
Non-Tax	11/18/2016	Grand Rapids Diversity in Art/Music Fest	Special Events - Grants	Sponsorship: African Arts & Music Festival 10/2016	5,000.00
Local	11/22/2016	DBD Properties LLC	Development Project Reimbursements	Summer 2016 developer reimbursement #2	4,056.48
Local	11/21/2016	Soil and Materials Engineers Inc	State Street & Bostwick Ave Reconstruction	Bostwick inspections - Lyon to Crescent 8/22-9/18/16	4,056.24
Non-Tax	11/30/2016	GRCAC	DGRI Event Production	Movies in the Park staff services 2016	3,964.00
Local	11/23/2016	Michael Herman	Administration	Meeting Facilitation: Open Space Planning 10/2016	3,959.50
Local	11/9/2016	City of Grand Rapids	Administration	Staff services - payroll period ended 11/05/2016	3,790.65
Local	11/30/2016	McAlvey Merchant & Associates	Administration	Governmental Consulting 10/2016	3,000.00
Non-Tax	11/23/2016	Ryan Charles Woodford	DGRI Event Production	Security Services: Movies in the Park 2016	2,976.00
Non-Tax	11/30/2016	LINC Community Revitalization Inc	Diversity / Inclusion Programming	Sponsorship: Community Spirit Awards 10/2016	2,500.00
Non-Tax	11/23/2016	Well House	Downtown Speakers Series	Sponsorship: Sam Tsemberis 09/2016	2,500.00
Local	11/10/2016	O'Boyle Cowell Blalock & Assoc	Pearl Street Gateway Enhancements	Construction administration through 09/30/2016	2,471.41
Non-Tax	11/18/2016	Fifth Third Bank	DGRI Event Production	P Card 10/2016: Event Supplies: Movies in the park	2,250.00
Local	11/24/2016	City of Grand Rapids	Administration	Staff services - payroll period ended 11/14/2016	2,204.03
Local	11/18/2016	Fifth Third Bank	Administration	P Card 10/16: Travel & Training for Staff	2,034.72
Local	11/18/2016	City Treasurer - Risk Management	Administration	General insurance - October 2016	1,727.00
Non-Tax	11/23/2016	Ryan Charles Woodford	Experience - Miscellaneous	Security Services: Olympics Watch Party 2016	1,551.00
Non-Tax	11/30/2016	Grand Rapids Event Management LLC	Special Events - Training Program	Training Program Dev: Special Event Mgmt. 10/2016	1,500.00
Non-Tax	11/18/2016	Fifth Third Bank	Experience - Miscellaneous	P Card 10/16: Christmas tree deposit	1,301.25
Non-Tax	11/30/2016	Grand Rapids Children's Museum	Special Events - Grants	Kids' Art Fest sponsorship	1,000.00
Non-Tax	11/18/2016	Creative Studio Promotions	Downtown Ambassadors	Supplies: junior ambassador stickers	778.00
Local	11/30/2016	Swift Printing & Communications	Downtown Marketing & Inclusion	Supplies: Downtown Census infographic 10/16	776.96
Non-Tax	11/30/2016	Revue Holding 1	DGRI Event Production	Advertising: Movies not in the park 11/2016	772.00
Local	11/18/2016	Applied Imaging	Administration	Copier lse 10/15-11/14/16 & Overage 7/15-10/14/16	739.44
Local	11/18/2016	The KR Group, Inc.	Administration	IT services 10/16	732.51
Local	11/30/2016	The KR Group, Inc.	Administration	IT services 11/16	732.51
Non-Tax	11/30/2016	Swift Printing & Communications	Transportation Demand Mgmt Prog	Event Supplies: ArtPrize Dash maps 09/2016	721.33
Local	11/30/2016	Eco-Compteur Inc	Public Realm Improvements	Weather module station	670.00
Local	11/18/2016	Fifth Third Bank	Administration	P Card 10/2016: Office supplies (DDA Portion)	518.45
Non-Tax	11/30/2016	Swift Printing & Communications	DGRI Event Production	Event Supplies: Movies not in the Park 10/2016	512.50
Local	11/18/2016	Fifth Third Bank	Administration	P Card 10/16: K. Larson travel & training	500.73
Non-Tax	11/18/2016	Fifth Third Bank	Stakeholder Engagement Programs	P Card 10/2016: Supplies - Resident network event	500.00
Non-Tax	11/18/2016	Fifth Third Bank	Special Events - Training Program	P Card 10/2016: Event Mgmt Program supplies	433.37
Local	11/18/2016	Professional Maint of Michigan Inc.	Administration	Janitorial Services 9/2016	415.75
Local	11/30/2016	Professional Maint of Michigan Inc.	Administration	Janitorial Services 10/2016	415.75
Non-Tax	11/18/2016	Fifth Third Bank	Experience - Miscellaneous	P Card 10/16: MI Senate site visit, capital impact mtg	359.15
Local	11/30/2016	Breck Graphics Inc dba Allegra	Administration	Office supplies: DGRI coasters	327.73
Non-Tax	11/18/2016	Fifth Third Bank	Administration	P Card 10/2016: Local Business Expenses	325.37
Non-Tax	11/30/2016	Swift Printing & Communications	Stakeholder Engagement Programs	Event Supplies: Resident network handbill 07/2016	273.66
Local	11/18/2016	Fifth Third Bank	Downtown Marketing & Inclusion	P Card 10/16: Website tech, CRM sub, & Facebook ad	272.00
Local	11/30/2016	MVP Sportsplex - GR, LLC	Administration	Paid via Payroll Deductions 11/2016	260.53
Non-Tax	11/3/2016	Goodwill Ind of Greater Grd Rapids, Inc.	DGRI Event Production	Movies in the Park: food vendor refund 2016	250.00
Local	11/30/2016	Mighty Co.	Downtown Marketing & Inclusion	Website updates 9/2016	250.00
Local	11/30/2016	Mighty Co.	Downtown Marketing & Inclusion	Website care and maintenance 10/2016	250.00
Local	11/17/2016	Kristopher Mark Larson	Administration	Travel & Training Reimbursement: 09/2016	239.80
Local	11/17/2016	TDS Metrocom	Administration	Phone Service 10/2016	230.06
Local	11/10/2016	Fishbeck, Thompson, Carr, & Huber, Inc.	State Street & Bostwick Ave Reconstruction	State Street reconstruction - 07/01-08/26/2016	205.82
Non-Tax	11/30/2016	Joshua Lee Kranich	Downtown Speakers Series	Videography: Speaker series 10/17/2016	200.00
Non-Tax	11/30/2016	Swift Printing & Communications	Special Events - Training Program	Event Supplies: event mmt program handbill 11/2016	181.77
Local	11/30/2016	The KR Group, Inc.	Administration	IT security services 10/16	161.83
Local	11/18/2016	Fifth Third Bank	Public Realm Improvements	P Card 10/16: Parklet Storage	158.00
Local	11/30/2016	Diversco Construction Co Inc	Grandville Ave Area Improvements	Reconstruct Bartlett/Finney/Williams - 09/25-10/07/16	144.39

continued on the next page

STATEMENT D - continued
DOWNTOWN DEVELOPMENT AUTHORITY
Schedule of Expenditures
November, 2016

Page 2

Source	Date Posted	Vendor	Activity # Purpose / Project	Description	Amount
<i>continued from previous page</i>					
Local	11/30/2016	Paychex	Administration	DGRI payroll processing fees - November, 2016	\$ 140.62
Local	11/30/2016	Paychex	Administration	DGRI HRS processing fees - November, 2016	140.00
Non-Tax	11/30/2016	Swift Printing & Communications	Downtown Speakers Series	Event Supplies: Speaker Series 10/2016	139.50
Local	11/30/2016	Professional Maint of Michigan Inc.	Administration	Janitorial Services: Window Cleaning 10/2016	138.58
Local	11/10/2016	PCS Gophers Ltd	Administration	City Hall / 29 Pearl NW courier services - Sept 2016	138.05
Local	11/18/2016	Swift Printing & Communications	Administration	Office Supplies 10/2016	118.63
Local	11/17/2016	Comcast	Administration	Internet at 29 Pearl St NW 11/07/2016-12/06/2016	118.27
Local	11/18/2016	Staples Contract and Commercial Inc.	Administration	Office/Meeting Supplies 08/2016	103.22
Local	11/30/2016	Geotech Inc	Snowmelt System Repairs / Investigation	Engineering svcs: Monroe Center - Sept & Oct, 2016	102.50
Local	11/9/2016	Fedex	Administration	2011-2015 Forms 2604 sent to State, GRPS, & KISD	100.08
Non-Tax	11/30/2016	Adam J Baker	Public Space Activation	Pop up Performer at ArtPrize 09/22/2016	100.00
Non-Tax	11/30/2016	sam kenny	Public Space Activation	Pop up Performer: Busking at library 10/2016	100.00
Non-Tax	11/30/2016	Swift Printing & Communications	Diversity / Inclusion Programming	Event Supplies: Black History GR Handbill 10/2016	95.77
Local	11/18/2016	Madcap Coffee Company	Administration	Meeting Supplies 10/2016	90.82
Non-Tax	11/30/2016	Swift Printing & Communications	Downtown Speakers Series	Event Supplies: Speaker Series 10/2016	85.00
Local	11/30/2016	JPMorganChase	Administration	DDA Payroll bank fee - November 2016	80.35
Non-Tax	11/30/2016	MVP Sportsplex - GR, LLC	Transportation Demand Mnmt Prog	Paid via Payroll Deductions 11/2016	72.00
Local	11/18/2016	LiveSpace	Administration	DGRI office audio/visual repair	59.39
Non-Tax	11/30/2016	Jessica Rai	Public Space Activation	Pop up Performer: Live Painting at ArtBeat 09/24/16	50.00
Local	11/30/2016	Madcap Coffee Company	Administration	Meeting Supplies 10/2016	48.35
Non-Tax	11/9/2016	Consumers Energy 1	Downtown Ambassadors	Share of electricity - 331 Winter Ave NW	43.15
Local	11/18/2016	Staples Contract and Commercial Inc.	Administration	Office Supplies 08/2016	42.99
Local	11/30/2016	Gordon Water Systems	Administration	Water Cooler Lease 09-10/2016	36.43
Non-Tax	11/18/2016	Fifth Third Bank	Diversity / Inclusion Programming	P Card 10/2016: Supplies (Black History Month GR)	35.27
Local	11/29/2016	Model Coverall Service Inc	Administration	Floor Mat Rental 10/2016	30.50
Local	11/18/2016	Fifth Third Bank	Administration	P Card 10/16: DDA postage	30.23
Local	11/17/2016	Kristopher Mark Larson	Administration	Travel & Training Reimbursement: 09/2016	24.00
Local	11/18/2016	Fusion IT LLC	Administration	DNS Hosting 10/2016	9.50
Local	11/30/2016	Fusion IT LLC	Administration	Network Management 11/2016	9.50
Non-Tax	11/30/2016	Curtis Laundry and Dry Cleaners, Inc.	DGRI Event Production	Event Supplies Maintenance 10/2016	6.00
Local	11/18/2016	City Treasurer - Comptroller	Administration	Balancing entry	0.01
TOTAL NOVEMBER, 2016 EXPENDITURES					\$ 603,199.41

Local - local tax increment funds

Non-tax - non-tax funds

Debt - school tax increment funds

MEETING NOTICE CITY OF GRAND RAPIDS

Downtown Development Authority

Second Wednesday of each month

8:00 a.m. – 10:00 a.m.

Downtown Grand Rapids Inc.

29 Pearl St. NW, Suite 1

2017 Meeting Schedule

*January 20 (Fri this month)

February 8

March 8

April 12

May 10

June 14

July 12

August 9

September 13

October 11

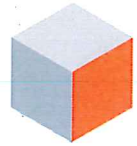
November 8

December 13

*Please contact Downtown Grand Rapids Inc. at 719-4610 if you
have any questions prior to the meeting.*

MEMORANDUM

DOWNTOWN
DEVELOPMENT
AUTHORITY



DDA

DATE: December 9, 2016

TO: Downtown Development Authority

FROM: Kristopher Larson, AICP
President & CEO

**Agenda Item #4
December 14, 2016
DDA Meeting**

SUBJECT: Approve Easement for River Restoration, Flood Protection, and Trail Improvements

The state of Michigan provides certain property rights to property owners whom own property adjacent to rivers. To support efforts to restore the Grand River and construct new trail access, the City of Grand Rapids and its partners are pursuing easements for all of the properties that are within the area of the Grand River slated for improvements. The attached resolution would provide the required easements for DDA-owned properties.

Recommendation:

Approve the attached resolution to support the eventual improvements to the Grand River, flood protection, and adjacent trail access.

**CITY OF GRAND RAPIDS
DOWNTOWN DEVELOPMENT AUTHORITY**

**RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF
RIVER, FLOOD PROTECTION, RECREATIONAL ACCESS, TRAIL
SYSTEM AND ACCESS EASEMENTS IN FAVOR OF THE CITY OF
GRAND RAPIDS ON PROPERTY OF THE CITY OF GRAND RAPIDS
DOWNTOWN DEVELOPMENT AUTHORITY ADJACENT TO THE
GRAND RIVER**

Boardmember _____, supported by Boardmember _____,

moved the adoption of the following resolution:

WHEREAS, the City of Grand Rapids (the “City”), in connection with efforts to provide flood protection along the Grand River, restoration of the Grand River and the development of recreational access and a trail system along the Grand River, has requested the City of Grand Rapids Downtown Development Authority (the “DDA”) grant easements in favor of the City for such purposes, over two parcels of property it owns adjacent to the Grand River; and

WHEREAS, the DDA has agreed to provide such easements.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That River, Flood Protection, Recreation Access, Trail System and Access Easements related to Permanent Parcel Numbers 41-13-25-503-008 and 41-13-25-257-012 in favor of the City (the “Easements”) are approved in the form presented at this meeting with such modifications not materially adverse to the DDA approved as to content by the DDA Executive Director and as to form by DDA legal counsel and the Chairperson of the Board of Directors of the DDA is authorized and directed to execute the Easements for and on behalf of the DDA.

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: December 14, 2016

Murphy Ackerman
Recording Secretary

CERTIFICATION

I, the undersigned duly qualified and acting Recording Secretary of the of the City of Grand Rapids Downtown Development Authority (the “DDA”), do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Directors of the DDA at a regular meeting held on December 14, 2016, 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: December 14, 2016

Murphy Ackerman
Recording Secretary

**RIVER, FLOOD PROTECTION, RECREATIONAL
ACCESS, TRAIL SYSTEM AND ACCESS EASEMENT**

The **Grand Rapids Downtown Development Authority**, a public body corporate, with offices at 300 Monroe Ave. NW, Grand Rapids, MI 49503 (the "Grantor"), in exchange for payment of \$1.00, the receipt of which is acknowledged, quit-claims to the **City of Grand Rapids**, a Michigan municipal corporation, with offices at 300 Monroe Ave. NW, Grand Rapids, MI 49503 (the "City") permanent easements in, on, over, under, and through the River Easement Area, Flood Protection Easement Area, Recreational Access Easement Area and Trail System Easement Area (as such terms are defined below, and as are hereinafter collectively referred to as the "Easement Areas") for the purposes and subject to the terms and conditions set forth below (this "Easement").

TERMS AND CONDITIONS

1. A permanent River Easement in, on, over, under, and through the portions of the Grand River adjacent to the property described in the attached Exhibit A as the "Grantor's Property", together with any accretions thereto, and the banks, bottomlands and adjacent subsurface lands (the "River Easement Area") for the purpose of surveying, designing, constructing, inspecting, repairing, replacing, improving, altering, rehabilitating, monitoring, removing, using, operating, and maintaining improvements in, on, over, under, and through the Grand River, including, without limitation, its banks, bottomlands, and adjacent subsurface lands, for recreational uses, for promotion of a healthy ecosystem, and other public purposes and uses.

A. Under this River Easement, the City, its successors and assigns, and their respective agents, employees, contractors, subcontractors and invitees, shall have the right to enter the River Easement Area to survey, design, construct, inspect, repair, replace, improve, maintain, alter, rehabilitate, monitor, remove, use, and operate the River Easement Area and perform alterations and improvements to the Grand River and adjacent and subsurface land and to alter and make improvements to the banks and/or bed of the Grand River.

(1) Such alterations and improvements may include, without limitation, (i) plantings or other flora; (ii) river banks and ecosystem restoration features; (iii) soil, stone, and natural or artificial boulders; (iv) invasive species barriers, dams, bridges, riprap, and other improvements; (v) structures or screening in the bed or banks of the Grand River; and (vi) channels.

(2) Activity authorized by this River Easement shall include, without limitation, the right to: (i) perform bank stabilization; (ii) divert, channel or otherwise affect the level or flow rate of water in the Grand River; (iii) place materials, construct banks, or other means to influence fish passage, stream velocity, or channel flow or form; (iv) remove, construct or place gravel, cobbles, boulders, or other structures, improvements, or conveyances in the river to affect water flow and/or improve habitat(s); (v) post signs and other informational displays; and (vi) commence and complete any modification, work, or structure deemed necessary or appropriate by the City or its successors or assigns to survey, design, construct, inspect, repair, replace, improve, maintain, alter, rehabilitate, monitor, remove, use, and/or operate the River Easement Area.

(3) As part of this River Easement, the Grantor grants to the City a permanent right to use the Grantor's riparian rights in the Grand River, and these riparian rights shall include in part, without limitation, the right to enter, use (for recreational and other purposes), and alter, the Grand River.

B. The Grantor and its successors and assigns shall not store materials, products, or equipment or erect any structures, buildings or other improvements within the River Easement Area or in any way interfere or allow the respective agents, employees, contractors, subcontractors or invitees of the Grantor or its successors or assignees to interfere with the use and/or enjoyment of this River Easement or the Grand River.

2. A permanent easement in, on, over, under, and through the Grantor's Property described in the attached Exhibit A and any accretions thereto (the "Flood Protection Easement Area") for the purposes of surveying, designing, constructing, inspecting, repairing, replacing, improving, maintaining, altering, rehabilitating, monitoring, removing, using, and operating a floodwall or other flood protection infrastructure, together with storm sewers or drains, flap gates, backflow preventers and other appurtenances thereto. The foregoing easement shall include, without limitation, the exclusive right and easement to repair, replace, improve, maintain, alter, rehabilitate, monitor, remove, use, and operate any existing floodwall improvements or other flood protection infrastructure located within the Flood Protection Easement Area as of the date of this Easement.

3. A permanent easement in, on, over, under, and through the Grantor's Property described in the attached Exhibit A and any accretions thereto, over a route prearranged with the then property owner (the "Recreational Access Easement Area"), for the purposes of surveying, designing, constructing, inspecting, repairing, replacing, improving, maintaining, altering, rehabilitating, monitoring, removing, using, and operating passive or active access to the Grand River, including but not limited to portage sites, sidewalks, trails, and shelters, building structures and footings, restrooms and parking facilities, posts and informational signage, non-permanent services attributes (including but not limited to seating, trash receptacles, and bicycle facilities and related linear park features to support public use), and utility lines to provide drinking water, irrigation, sanitary sewer, electric power and lighting, natural gas, and communications services.

4. A permanent easement on, over and under the Grantor's Property described in the attached Exhibit A and any accretions thereto (the "Trail System Easement Area") for the purposes of surveying, designing, constructing, inspecting, repairing, replacing, improving, maintaining, altering, rehabilitating, monitoring, removing, using, and operating a paved or unpaved trail for the use of pedestrians or persons using non-motorized vehicles, bicycles, rollerblades or skateboards, and including utility infrastructure to provide drinking water, irrigation, sanitary sewer, electric power and lighting, natural gas, and communications services. The foregoing easement shall include, without limitation, the exclusive right and easement to repair, replace, improve, maintain, alter, rehabilitate, monitor, remove, use, and operate any existing paved or unpaved trail and utility infrastructure located within the Trail System Easement Area as of the date of this Easement.

5. The City, including its officers, employees, contractors, engineers and other agents, shall have the right of ingress to and egress from the Easement Areas through the Grantor's Property described on the attached Exhibit A and any accretions thereto, over a route prearranged with the then property owner, in order to access the Easement Areas for the purposes for which these easements are provided. The then property owner shall not unreasonably delay, hinder, or condition such access or other City rights provided in this paragraph. The City shall also have the right to conduct staging and other activities on the remainder of the Grantor's Property, in an area reasonably designated by the then property owner, as may be reasonably needed to use the easements for the purposes for which they have been provided. However, such ingress and egress, staging and other use of the Grantor's Property shall be accomplished in a manner so as to not unreasonably interfere with the use of the Grantor's Property by and at no cost to the then property owner or the property owner's tenants, successors and assigns. Except in cases of an emergency, the City shall provide the then property owner (according to the City Assessor's property tax records) reasonable written notice of the City's intention to exercise its rights under this paragraph.

6. Upon the completion of any work performed pursuant to the City's rights under this Easement, the remainder of the Grantor's Property shall, to the extent it is damaged or disturbed by the work undertaken pursuant to this Easement, be restored to substantially the same condition it was in prior to such work at no cost to the Grantor or the then property owner.

7. The Grantor, its successors and assigns shall not and shall not suffer or permit any others to alter any improvements made or work performed pursuant to this Easement within any of the Easement Areas. The Grantor, its successors and assigns shall not and shall not suffer or permit any others to construct, operate or maintain within any of the Easement Areas any structure, except that which existed prior to the date first written above or improvements or additions to such an existing structure built in accordance with then applicable laws, ordinances, codes, rules or regulations, or structures or uses to which the City first consents in a written instrument recorded with the Kent County Register of Deeds.

8. Neither the Grantor nor the City (including their respective successors or assigns), shall grant an easement within any of the Easement Areas to any other person or entity for any purpose, including, without limitation, any utility, without the prior consent of the other party to this Easement in a written instrument recorded with the Kent County Register of Deeds. However, the City, in its sole discretion, may assign this Easement or some or all of its rights, duties and obligations under this Easement to one or more parties who are engaged in providing some or all of the benefits to the general public as described in paragraphs 1, 2, 3 or 4 above.

9. This Easement shall be perpetual and shall be binding upon the Grantor's successors, grantees, assigns, heirs and anyone else who may obtain an interest in the Grantor's Property from or through the Grantor.

[signature page follows]

The Grantor signed this Easement as of the date first above written.

**Grand Rapids Downtown Development
Authority**, a public body corporate

By: _____
* _____
Its: _____

STATE OF MICHIGAN
COUNTY OF KENT

On _____, 2016, _____,
the _____ of the Grand Rapids
Downtown Development Authority, a public
body corporate, who is either personally known
to me or who produced his/her driver's licenses
as identification, personally signed this
document in my presence.

* _____
Notary Public, _____ County, MI
Acting in Kent County, MI
My commission expires: _____

Accepted by City Commission Proceeding No. _____, dated _____, 2016.

Exempt from state and county transfer taxes pursuant to MCL 207.505(a) and MCL 207.526(a).

Prepared by:

Scott G. Smith
Dickinson Wright PLLC
200 Ottawa Ave NW, Ste 1000
Grand Rapids, MI 49503

Legal description by:

Fishbeck, Thompson, Carr &
Huber, Inc.
1515 Arboretum Drive SW
Grand Rapids, MI 49546

After recording, return to:

Darlene O'Neal, Clerk
City of Grand Rapids
300 Monroe Ave NW
Grand Rapids, MI 49503

EXHIBIT A

Description of Grantor's Property

Part of the Southwest one-quarter of the Northeast one-quarter of Section 25, Town 7 North, Range 12 West, City of Grand Rapids, Kent County, Michigan, described as follows: BEGINNING on the extended North line of Lot 26, Island Addition (Book 2 of Plats, Page 15, Kent County Records) at a point being North 86°06'34" West 281.71 feet from the Northeast corner of said Lot 26; thence South 3°54'43" West 175.14 feet; thence North 86°05'17" West 4.20 feet more or less, along the North line of the Louis Campau Promenade (51.0 feet wide) to the established dock line on the East bank of the Grand River; thence North 3°23'35" East 175.15 feet along said dock line; thence South 86°06'34" East 5.79 feet along the aforementioned extended North line of Lot 26 to the Place of Beginning. (Parcel "A")

also

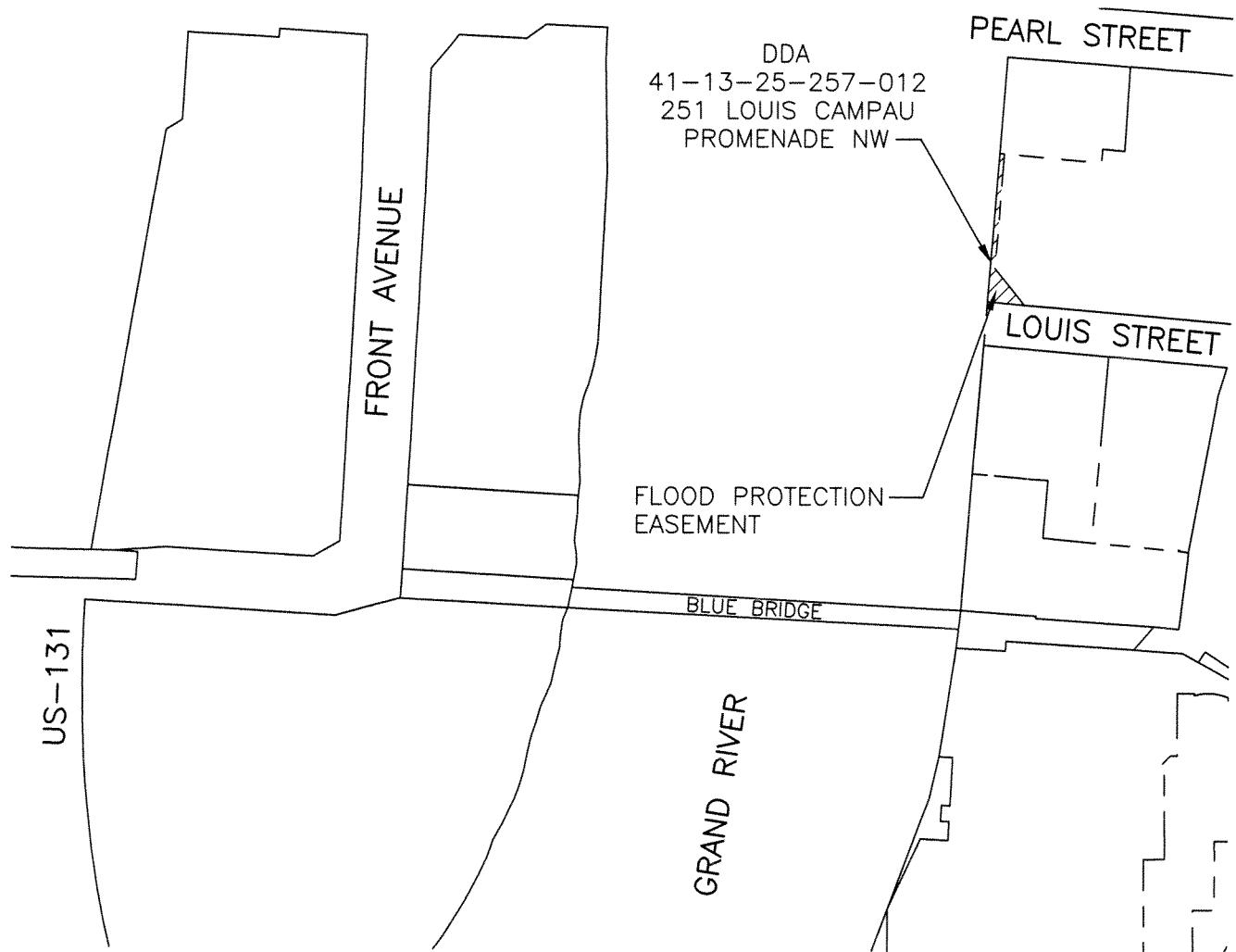
Part of the Southwest one-quarter of the Northeast one-quarter of Section 25, Town 7 North, Range 12 West, City of Grand Rapids, Kent County, Michigan, described as follows: Commencing at the Southeast corner of Lot 30, Island Addition to the City of Grand Rapids (as recorded in Book 2 of Plats, Page 15, Kent County Records); thence South 3°53'08" West 15.00 feet along the West line of Campau Street (as platted); thence North 86°05'17" West 241.79 feet parallel with the South line of said Lot 30 to the TRUE PLACE OF BEGINNING of this described parcel; thence North 86°05'17" West 40.00 feet; thence North 3°54'43" East 40.00 feet; thence South 41°05'17" East 56.57 feet to the Place of Beginning. (Parcel "B")

Parcel Number: 41-13-25-257-012

Property Address: 251 LOUIS CAMPAU PROMENADE NW, GRAND RAPIDS, MI

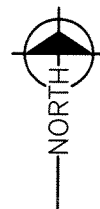
GRAPIDS 60855-343 415686v2

FLOOD PROTECTION EASEMENT EXHIBIT B



BASIS OF BEARING FOR SAID EASEMENT: MICHIGAN STATE
PLANE SOUTH ZONE COORDINATE SYSTEM, NAD 83,
PER KENT COUNTY REMONUMENTATION RECORDS

FISHBECK, THOMPSON, CARR & HUBER, INC.
1515 ARBORETUM DRIVE SE
GRAND RAPIDS, MI 49546
616.575.3824 PHONE
616.464.3996 FAX



SCALE: 1" = 100'
0 50 100

**RIVER, FLOOD PROTECTION, RECREATIONAL
ACCESS, TRAIL SYSTEM AND ACCESS EASEMENT**

The **Grand Rapids Downtown Development Authority**, a public body corporate, with offices at 300 Monroe Ave. NW, Grand Rapids, MI 49503 (the "Grantor"), in exchange for payment of \$1.00, the receipt of which is acknowledged, quit-claims to the **City of Grand Rapids**, a Michigan municipal corporation, with offices at 300 Monroe Ave. NW, Grand Rapids, MI 49503 (the "City") permanent easements in, on, over, under, and through the River Easement Area, Flood Protection Easement Area, Recreational Access Easement Area and Trail System Easement Area (as such terms are defined below, and as are hereinafter collectively referred to as the "Easement Areas") for the purposes and subject to the terms and conditions set forth below (this "Easement").

TERMS AND CONDITIONS

1. A permanent River Easement in, on, over, under, and through the portions of the Grand River adjacent to the property described in the attached Exhibit A as the "Grantor's Property", together with any accretions thereto, and the banks, bottomlands and adjacent subsurface lands (the "River Easement Area") for the purpose of surveying, designing, constructing, inspecting, repairing, replacing, improving, altering, rehabilitating, monitoring, removing, using, operating, and maintaining improvements in, on, over, under, and through the Grand River, including, without limitation, its banks, bottomlands, and adjacent subsurface lands, for recreational uses, for promotion of a healthy ecosystem, and other public purposes and uses.

A. Under this River Easement, the City, its successors and assigns, and their respective agents, employees, contractors, subcontractors and invitees, shall have the right to enter the River Easement Area to survey, design, construct, inspect, repair, replace, improve, maintain, alter, rehabilitate, monitor, remove, use, and operate the River Easement Area and perform alterations and improvements to the Grand River and adjacent and subsurface land and to alter and make improvements to the banks and/or bed of the Grand River.

(1) Such alterations and improvements may include, without limitation, (i) plantings or other flora; (ii) river banks and ecosystem restoration features; (iii) soil, stone, and natural or artificial boulders; (iv) invasive species barriers, dams, bridges, riprap, and other improvements; (v) structures or screening in the bed or banks of the Grand River; and (vi) channels.

(2) Activity authorized by this River Easement shall include, without limitation, the right to: (i) perform bank stabilization; (ii) divert, channel or otherwise affect the level or flow rate of water in the Grand River; (iii) place materials, construct banks, or other means to influence fish passage, stream velocity, or channel flow or form; (iv) remove, construct or place gravel, cobbles, boulders, or other structures, improvements, or conveyances in the river to affect water flow and/or improve habitat(s); (v) post signs and other informational displays; and (vi) commence and complete any modification, work, or structure deemed necessary or appropriate by the City or its successors or assigns to survey, design, construct, inspect, repair, replace, improve, maintain, alter, rehabilitate, monitor, remove, use, and/or operate the River Easement Area.

(3) As part of this River Easement, the Grantor grants to the City a permanent right to use the Grantor's riparian rights in the Grand River, and these riparian rights shall include in part, without limitation, the right to enter, use (for recreational and other purposes), and alter, the Grand River.

B. The Grantor and its successors and assigns shall not store materials, products, or equipment or erect any structures, buildings or other improvements within the River Easement Area or in any way interfere or allow the respective agents, employees, contractors, subcontractors or invitees of the Grantor or its successors or assignees to interfere with the use and/or enjoyment of this River Easement or the Grand River.

2. A permanent easement in, on, over, under, and through the Grantor's Property described in the attached Exhibit A and any accretions thereto (the "Flood Protection Easement Area") for the purposes of surveying, designing, constructing, inspecting, repairing, replacing, improving, maintaining, altering, rehabilitating, monitoring, removing, using, and operating a floodwall or other flood protection infrastructure, together with storm sewers or drains, flap gates, backflow preventers and other appurtenances thereto. The foregoing easement shall include, without limitation, the exclusive right and easement to repair, replace, improve, maintain, alter, rehabilitate, monitor, remove, use, and operate any existing floodwall improvements or other flood protection infrastructure located within the Flood Protection Easement Area as of the date of this Easement.

3. A permanent easement in, on, over, under, and through the Grantor's Property described in the attached Exhibit A and any accretions thereto, over a route prearranged with the then property owner (the "Recreational Access Easement Area"), for the purposes of surveying, designing, constructing, inspecting, repairing, replacing, improving, maintaining, altering, rehabilitating, monitoring, removing, using, and operating passive or active access to the Grand River, including but not limited to portage sites, sidewalks, trails, and shelters, building structures and footings, restrooms and parking facilities, posts and informational signage, non-permanent services attributes (including but not limited to seating, trash receptacles, and bicycle facilities and related linear park features to support public use), and utility lines to provide drinking water, irrigation, sanitary sewer, electric power and lighting, natural gas, and communications services.

4. A permanent easement on, over and under the Grantor's Property described in the attached Exhibit A and any accretions thereto (the "Trail System Easement Area") for the purposes of surveying, designing, constructing, inspecting, repairing, replacing, improving, maintaining, altering, rehabilitating, monitoring, removing, using, and operating a paved or unpaved trail for the use of pedestrians or persons using non-motorized vehicles, bicycles, rollerblades or skateboards, and including utility infrastructure to provide drinking water, irrigation, sanitary sewer, electric power and lighting, natural gas, and communications services. The foregoing easement shall include, without limitation, the exclusive right and easement to repair, replace, improve, maintain, alter, rehabilitate, monitor, remove, use, and operate any existing paved or unpaved trail and utility infrastructure located within the Trail System Easement Area as of the date of this Easement.

5. The City, including its officers, employees, contractors, engineers and other agents, shall have the right of ingress to and egress from the Easement Areas through the Grantor's Property described on the attached Exhibit A and any accretions thereto, over a route prearranged with the then property owner, in order to access the Easement Areas for the purposes for which these easements are provided. The then property owner shall not unreasonably delay, hinder, or condition such access or other City rights provided in this paragraph. The City shall also have the right to conduct staging and other activities on the remainder of the Grantor's Property, in an area reasonably designated by the then property owner, as may be reasonably needed to use the easements for the purposes for which they have been provided. However, such ingress and egress, staging and other use of the Grantor's Property shall be accomplished in a manner so as to not unreasonably interfere with the use of the Grantor's Property by and at no cost to the then property owner or the property owner's tenants, successors and assigns. Except in cases of an emergency, the City shall provide the then property owner (according to the City Assessor's property tax records) reasonable written notice of the City's intention to exercise its rights under this paragraph.

6. Upon the completion of any work performed pursuant to the City's rights under this Easement, the remainder of the Grantor's Property shall, to the extent it is damaged or disturbed by the work undertaken pursuant to this Easement, be restored to substantially the same condition it was in prior to such work at no cost to the Grantor or the then property owner.

7. The Grantor, its successors and assigns shall not and shall not suffer or permit any others to alter any improvements made or work performed pursuant to this Easement within any of the Easement Areas. The Grantor, its successors and assigns shall not and shall not suffer or permit any others to construct, operate or maintain within any of the Easement Areas any structure, except that which existed prior to the date first written above or improvements or additions to such an existing structure built in accordance with then applicable laws, ordinances, codes, rules or regulations, or structures or uses to which the City first consents in a written instrument recorded with the Kent County Register of Deeds.

8. Neither the Grantor nor the City (including their respective successors or assigns), shall grant an easement within any of the Easement Areas to any other person or entity for any purpose, including, without limitation, any utility, without the prior consent of the other party to this Easement in a written instrument recorded with the Kent County Register of Deeds. However, the City, in its sole discretion, may assign this Easement or some or all of its rights, duties and obligations under this Easement to one or more parties who are engaged in providing some or all of the benefits to the general public as described in paragraphs 1, 2, 3 or 4 above.

9. This Easement shall be perpetual and shall be binding upon the Grantor's successors, grantees, assigns, heirs and anyone else who may obtain an interest in the Grantor's Property from or through the Grantor.

[signature page follows]

The Grantor signed this Easement as of the date first above written.

**Grand Rapids Downtown Development
Authority**, a public body corporate

By: _____
* _____
Its: _____

STATE OF MICHIGAN
COUNTY OF KENT

On _____, 2016, _____,
the _____ of the Grand Rapids
Downtown Development Authority, a public
body corporate, who is either personally known
to me or who produced his/her driver's licenses
as identification, personally signed this
document in my presence.

* _____
Notary Public, _____ County, MI
Acting in Kent County, MI
My commission expires: _____

Accepted by City Commission Proceeding No. _____, dated _____, 2016.

Exempt from state and county transfer taxes pursuant to MCL 207.505(a) and MCL 207.526(a).

Prepared by:

Scott G. Smith
Dickinson Wright PLLC
200 Ottawa Ave NW, Ste 1000
Grand Rapids, MI 49503

Legal description by:

Fishbeck, Thompson, Carr &
Huber, Inc.
1515 Arboretum Drive SW
Grand Rapids, MI 49546

After recording, return to:

Darlene O'Neal, Clerk
City of Grand Rapids
300 Monroe Ave NW
Grand Rapids, MI 49503

EXHIBIT A

Description of Grantor's Property

N 33 FT OF S 49 1/2 FT OF LOT E BLK 30* CONVERSE PLAT* /COMMONLY CALLED/ BEING THE
SUBDIVISION OF LOTS 1 & 2 SECTION 25 T7N R12W

Parcel Number: 41-13-25-503-008

Property Address: 58 FRONT AVE NW

~AND~

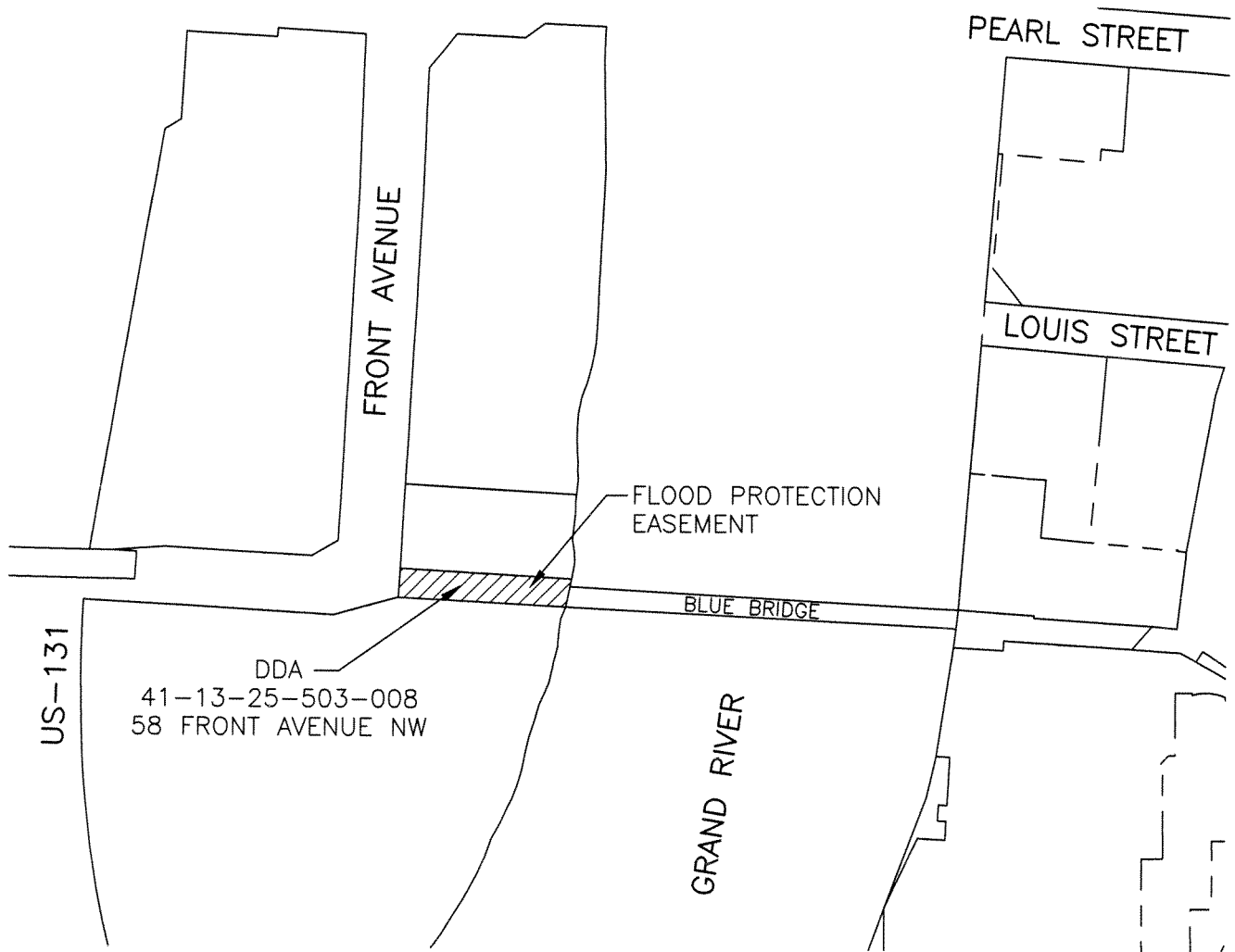
PENN CENTRAL RR R/W ACROSS W 1/2 NE 1/4 LYING W OF WLY LINE OF ISLAND ADDITION & E
OF CL OF SCRIBNER AVE EX LOT E BLK 30 CONVERSE PLAT* SEC 25 T7N R12W

Parcel Number: 41-13-25-503-009

Property Address: 56 FRONT AVE NW

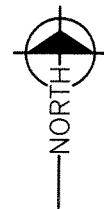
GRAPIDS 60855-343 401723v2

FLOOD PROTECTION EASEMENT EXHIBIT B



BASIS OF BEARING FOR SAID EASEMENT: MICHIGAN STATE
PLANE SOUTH ZONE COORDINATE SYSTEM, NAD 83,
PER KENT COUNTY REMONUMENTATION RECORDS

FISHBECK, THOMPSON, CARR & HUBER, INC.
1515 ARBORETUM DRIVE SE
GRAND RAPIDS, MI 49546
616.575.3824 PHONE
616.464.3996 FAX



SCALE: 1" = 100'
0 50 100

MEMORANDUM

DOWNTOWN
DEVELOPMENT
AUTHORITY



DDA

DATE: December 9, 2016

TO: Downtown Development Authority

FROM: Tim Kelly, AICP 
Vice President of Planning and Development

**Agenda Item #6
December 14, 2016
DDA Meeting**

SUBJECT: Downtown Enhancement Grant

The mission of the Alliance for Investment (AI) is to oversee Downtown infrastructure projects, economic development, urban planning, and incentives, specifically the Areaway Fill, Building Reuse, Development Support, and Streetscape Programs.

To that end, the AI and Downtown Grand Rapids Inc. (DGRI) have sought opportunities to improve utilization and efficiency of the incentive programs, as well as increase the capacity of the organization to implement community priorities.

As part of the FY17 budget process, the AI adopted a work plan which identified their priorities for the coming fiscal year. Among the priorities was to review the existing incentive programs and make recommendations for potential improvements. This builds upon an initial review conducted by the AI in February 2015 as well as the GR Forward recommendation to revise all Downtown incentives to ensure they are driving community goals.

With that in mind, beginning in July 2016 the AI began an intensive review of the Areaway, Building Reuse and Streetscape Incentives (Programs). Those Programs currently provide a reimbursement grant to qualifying projects in an amount up to \$50,000, and to date have provided more than \$6 million to 185 projects, leveraging more than \$200 million in private investment.

Recognizing the success of the Programs in facilitating investment, and in light of the continued evolution of Downtown, the AI identified a number of areas for improvement, and recommends the creation of a new investment program (attached). The highlights of the new Program include:

- Streamlining the three programs into one;
- A greater focus on public space;
- An opportunity for a higher level of investment (up to 50 percent of project costs for eligible activities)



**DOWNTOWN
GRAND RAPIDS INC.**

As with the previous programs, all funding will be provided on a reimbursement basis, and must go towards eligible activities allowed under State law. Additionally, the AI will play a greater role in reviewing applications to ensure projects are maximizing opportunities for public space enhancements. The new program will also be evaluated on an annual basis to ensure funding is being deployed in the most efficient and effective manner.

Recommendation:

Approve the new Downtown Enhancement Grant program guidelines as recommended by the DGRI Alliance for Investment.

DRAFT DOWNTOWN ENHANCEMENT PROGRAM GUIDELINES

I. Program Purpose

To provide financial assistance to enhance projects in Downtown Grand Rapids that furthers the community goals established in GR Forward and the organizational goals of Downtown Grand Rapids Inc. (DGRI)

II. Available Funding

Approved projects are eligible for reimbursement of up to **50 percent of project costs** for eligible project elements (i.e. “public facilities”).

III. Project Evaluation

Any project located in the Downtown Development Authority (DDA) boundary is eligible for the Downtown Enhancement Program. Submitted applications will be evaluated to determine their ability to advance the goals of GR Forward, with a specific focus on public realm enhancements. The DDA will fund project elements and enhancements beyond what is required by the City of Grand Rapids, and which are deemed to be publicly owned, including but not limited to those elements outlined below.

- Accessibility Enhancements for Persons of all Abilities
- Bicycle and Multi-Modal Facilities
- Enhanced Paving
- Façade Lighting
- Outdoor Dining Areas
- Parklets
- Pedestrian Lighting
- Planter Boxes
- Public Art
- Street Trees
- Street Furniture
- Snowmelt
- Others as Approved by Review Committee

The approval of a particular project will be at the sole discretion of the DDA Board. On an annual basis, the DGRI Alliance for Investment will review the Program Guidelines to determine if changes are required to meet the ever evolving needs of Downtown.

IV. Requirements and Eligibility

1. Projects must be located in the DDA Boundary (see attached);
2. Funds may only be used to reimburse public facilities, as defined by PA 197;
3. Project elements for which an applicant is seeking reimbursement must not have commenced construction at the time of application;
4. Project shall not have received previous funding from DDA, however a building or site may be eligible for multiple grants;

DRAFT DOWNTOWN ENHANCEMENT PROGRAM GUIDELINES

5. Projects receiving funding from the DDA's Development Support Program are not eligible;
6. Non-profits and higher learning institutions are generally not eligible; however, the DDA Board may choose to support a project at their sole discretion;
7. Applicants must be up to date on City of Grand Rapids taxes or other City fees and charges prior to receiving reimbursement;
8. Funding shall be allocated per project, and there may be multiple projects per property.

V. Approval Process

1. Submit application with \$200 application fee
2. DGRI staff review of application materials to confirm project eligibility
3. Review of application by the DGRI Alliance for Investment
4. Presentation to DDA Board (2nd Wednesday of every month)
5. Agreement executed following DDA Board approval
6. Construction completed
7. Receipts and proof of payment provided by applicant to DGRI
8. Reimbursement issued

MEMORANDUM

DOWNTOWN
DEVELOPMENT
AUTHORITY



DDA

DATE: December 9, 2016

TO: Downtown Development Authority

FROM: Kristopher Larson, AICP
President & CEO

Agenda Item #7
December 14, 2016
DDA Meeting

SUBJECT: Approve Sub-Lease to Support African American Cultural Heritage Museum

On September 20, the City Commission approved a resolution designating space at 87-89 Monroe Center as a pop-up exhibition space during ArtPrize to showcase the Grand Rapids African American Museum and Archives (GRAAMA). This space served to be a key tool in helping promote this endeavor and provided a platform to serve as a hub where the business community, residents, and visitors can learn of partnership opportunities and become engaged with GRAAMA. GRAAMA has requested continued use of the space for the operation of a museum and archives to promote, preserve, display, collect and honor the lives, culture, history and accomplishments of African, African American, and connected peoples in the Greater Grand Rapids Michigan community, which will further their mission.

The GR Forward Master Plan reflects the community's vision and commitment to nourish this type of endeavor. On page 36 of the Plan, it specifically calls for attracting an African-American Cultural Heritage Museum to Downtown. To that end, DGRI staff has worked closely with representatives from the City of Grand Rapids and GRAAMA to create a financial arrangement that accommodates this objective.

The attached resolution approves a two-year sublease agreement between the City of Grand Rapids and the DDA for space at 87-89 Monroe Center to support the endeavors of GRAAMA. The resolution also consents to the sublease agreement between the DDA and GRAAMA for the same period of time.

DGRI and City staff has designed the sublease agreement with GRAAMA in such a way that monthly payments are carefully arranged to assist GRAAMA as they fulfill their goal of opening a permanent facility by 2018. The base rent will progressively escalate

as indicated below, ultimately reaching full market rent by the final, fourth period.

<u>Period</u>	<u>Monthly Rent</u>
October 10, 2016 – December 31, 2016	\$266.50
January 1, 2017 – June 30, 2017	\$533.00
July 1, 2017 – December 31, 2017	\$1,066.00
January 1, 2018 – June 30, 2018	\$2,132.17



DOWNTOWN
GRAND RAPIDS, INC.

On December 31, 2016, June 30, 2017, December 31, 2016, and June 30, 2018, and such additional times as requested by the DDA, GRAAMA shall provide to the DDA and the City's Economic Development Department a report detailing GRAAMA's fundraising progress and project milestones for such period.

DGRI staff recommends approval and consent of the attached agreements prepared by DDA legal counsel. Over the course of the lease, GRAAMA will pay \$23,186.52, and the DDA will provide \$21,589.05 in lease subsidy. Funding for the sub-lease discount will be provided by the DDA Non-Tax fund.

Recommendation:

Approve the attached resolutions and authorize the DDA Board Chair to execute the lease and sub-lease agreements between the City of Grand Rapids, the DDA, and GRAAMA.

SUB-SUBLEASE AGREEMENT

THIS SUB-SUBLEASE AGREEMENT is made and executed as of this 10th day of October, 2016 (the "Sub-Sublease Agreement"), between the **CITY OF GRAND RAPIDS DOWNTOWN DEVELOPMENT AUTHORITY**, a public body corporate, of 29 Pearl Street, N.W., Grand Rapids, Michigan (the "DDA"), and the **GRAND RAPIDS AFRICAN AMERICAN MUSEUM AND ARCHIVES**, a Michigan nonprofit corporation, of 1050 Fisk Street S.E., Grand Rapids, Michigan ("GRAAMA").

Section 1. Leased Premises and Subleased Premises. 89 Monroe Center, L.L.C., as successor-in-interest to Extra Room of Kalamazoo, Inc. ("89 Monroe Center") and the City of Grand Rapids (the "City") are parties to a Lease Agreement dated as of November 1, 2002 (the "Lease Agreement"), pursuant to which the City has leased the entire first floor (the "Leased Premises") of the building located at 87-89 Monroe Center, N.W., Grand Rapids, Michigan, as such building is more particularly described in the attached Exhibit A (the "Phinny Building"). Pursuant to a Sublease Agreement dated of even date herewith (the "Sublease Agreement"), the City subleased to the DDA that portion of the Leased Premises identified on the attached Exhibit B (the "Subleased Premises"). The DDA now hereby sub-sublets and sub-subleases to GRAAMA the entire Subleased Premises. The City's consent to this Sub-Sublease is attached as Exhibit C.

Section 2. Sub-Sublease Agreement Subject to Sublease Agreement and Lease Agreement. This Sub-Sublease Agreement is subject to the terms and conditions of the Sublease Agreement and the Lease Agreement and shall only be in effect so long as the Sublease Agreement and Lease Agreement are in effect. To the extent there is a conflict between the provisions of this Sub-Sublease Agreement, the Sublease Agreement and the provisions of the Lease Agreement, the provisions of the Lease Agreement shall be controlling.

Section 3. Purpose of Occupancy. GRAAMA shall occupy the Subleased Premises for the operation of a museum and archives to promote, preserve, display, collect and honor the lives, culture, history and accomplishments of African, African American, and connected peoples in the Greater Grand Rapids Michigan community and for no other use whatsoever without the prior written consent of the DDA and the City. The Subleased Premises shall not, however at any time, be used for any purpose which would be prohibited or cause a default under the Lease Agreement or violate any law, ordinance, rule or regulation applicable to the Leased Premises, nor in any way to create any nuisance or trespass.

GRAAMA acknowledges and agrees that this Sub-Sublease shall in no way constitute any zoning or other approval by the City or any other governmental authority that may be necessary for the GRAAMA's use of the Subleased Premises. GRAAMA shall be solely responsible for obtaining any and all such permits and approvals at its sole cost and expense.

Section 4. Term of Sublease Agreement. The initial term of this Sub-Sublease Agreement shall commence on October 10, 2016, and shall continue until 11:59 p.m., local time, on June 30, 2018.

Section 5. GRAAMA's Possession of Subleased Premises. GRAAMA's execution of this Sub-Sublease Agreement and continued possession of the Subleased Premises shall constitute GRAAMA's acceptance of the Subleased Premises in their "as is" condition, subject only to the other terms and conditions of this Sub-Sublease Agreement.

Section 6. Termination; Cure Defaults Under Lease Agreement. It is agreed and understood that should the Sublease Agreement or the Lease Agreement be terminated for any reason this Sub-Sublease Agreement shall simultaneously terminate and neither party hereto shall have any further obligations under this Sub-Sublease Agreement except for the payment of such amounts due and payable prior to termination pursuant to this Section 6 and the provisions of Section 9 hereof each of which shall survive termination of this Sublease Agreement.

Section 7. Rent. This is a "triple net" lease, and the annual rent and all other sums payable hereunder by GRAAMA shall be paid without setoff, counterclaim, recoupment, abatement, suspension or deduction except as expressly provided for herein. GRAAMA shall pay the DDA base rent (the "Base Rent") for the Subleased Premises as follows:

Period	Monthly Base Rent
October 10, 2016 – December 31, 2016	\$ 266.50
January 1, 2017 – June 30, 2017	\$ 533.00
July 1, 2017 – December 31, 2017	\$1,066.00
January 1, 2018 – June 30, 2018	\$2,132.17

Base Rent shall be paid in advance on the first business day of each month during the initial term hereof and any renewal term.

Section 8. Taxes and Special Assessments. GRAAMA shall pay and discharge all *ad valorem* real property taxes and special assessments which may be levied against all or a portion of the Subleased Premises which become due and payable during the term of this Sub-Sublease Agreement prior to the same becoming subject to interest or penalties. GRAAMA's pro rata portion of such *ad valorem* real property taxes or special assessments levied against the Phinny Building as a whole shall be based on (a) the length of GRAAMA's occupancy of the Subleased Premises during the applicable tax period and (b) 61% of the portion of levy passed through to the City by 89 Monroe Center pursuant to the Lease Agreement. In the event that no *ad valorem* real property taxes or special assessments become due or payable during the term of this Sub-Sublease Agreement, GRAAMA shall pay such *ad valorem* real property taxes or special assessments due and payable subsequent to the term of this Sub-Sublease Agreement that relate to the tax or payment period(s) falling within the term of this Sub-Sublease Agreement. In addition, GRAAMA shall pay 61% of the annual Downtown Improvement District assessment that is passed through to the City by 89 Monroe Center pursuant to the Lease Agreement and by the City to the DDA pursuant to the Sublease Agreement.

Section 9. Insurance and Indemnity. GRAAMA may, at its option and cost, provide all-risk extended coverage insurance covering the improvements it makes to and its personal property located within the Subleased Premises. GRAAMA shall indemnify the DDA, the City and 89 Monroe Center against and save the DDA, the City and 89 Monroe Center harmless from

any liability or claim for damages which may be asserted against the DDA, the City or 89 Monroe Center related to such improvements and personal property except such as arise from the negligence of the DDA, the City or 89 Monroe or their respective officers, employees, agents, guests or invitees and is not otherwise covered by insurance carried by GRAAMA.

GRAAMA shall maintain, at its sole cost, during the term of this Sub-Sublease Agreement comprehensive general liability insurance through an insurance policy written by an insurance company authorized to write such insurance in the State of Michigan (the "State") covering bodily injury and property damage in the amount of \$2,000,000 per occurrence and \$3,000,000 in the annual aggregate.

Any such policy of insurance shall be with insurance companies approved by the DDA and the City, shall name the DDA, the City and 89 Monroe Center as additional insureds, and shall be payable to the DDA, the City or 89 Monroe Center, or as the DDA, the City or 89 Monroe Center, specifies. Any such policy shall further provide that it shall not be subject to non-renewal or cancellation without not less than 30 days prior written notice to the DDA, the City and 89 Monroe Center. GRAAMA shall indemnify the DDA, the City and 89 Monroe Center against and save the DDA, the City and 89 Monroe Center harmless from any liability or claim for damages which may be asserted against the DDA, the City or 89 Monroe Center by reason of any accident or casualty occurring in, on or about the Subleased Premises or otherwise arising from GRAAMA's use and occupancy of the Subleased Premises except such as arise from the negligence of the DDA, the City or 89 Monroe Center or their respective officers, agents, employees, guests or invitees and is not otherwise covered by insurance carried by GRAAMA.

If GRAAMA shall fail to maintain such insurance required in the second paragraph of this Section 9, the DDA may, but shall not be obligated to, obtain such insurance upon 5 days' written notice to GRAAMA and add such cost of insurance as additional rent to the Base Rent required to be paid pursuant to Section 7 hereof.

Section 10. Waiver of Subrogation. Such policy of insurance authorized or required under this Sublease Agreement shall contain a clause or endorsement under which the insurer waives all right of subrogation against the DDA, the City or 89 Monroe Center, their respective officers, agents, employees, guests and invitees with respect to losses payable under such policy, and GRAAMA hereby waives all right of recovery it might otherwise have against the DDA, the City or 89 Monroe Center, their respective officers, agents, employees, guests and invitees for any loss or injury which is covered by such a policy of insurance, notwithstanding that such loss or injury may result from the negligence or fault of the DDA, the City or 89 Monroe Center or their respective officers, agents, employees, guests and invitees.

Section 11. Utilities. GRAAMA shall be responsible for obtaining and paying the charges for telephone service to the Subleased Premises.

GRAAMA shall be responsible for working out an acceptable sharing of water and sanitary sewer service charges as well as refuse collection charges with 89 Monroe Center since

neither the City or the DDA utilize any of these services in its respective use of its share of the Leased Premises under the Lease Agreement.

With respect to electric and natural gas services to the Subleased Premises including that necessary to provide heating, air conditioning and ventilation, GRAAMA shall pay 61% of those costs that are passed through to the City by 89 Monroe Center pursuant to the Lease Agreement and those costs for electric and natural gas services that are separately metered and in the City's name.

The thermostat controlling the heating and air conditioning in both the Subleased Premises and that part of the Leased Premises used by the City is located in the Subleased Premises and is under the control of GRAAMA. GRAAMA agrees to adjust the thermostat periodically so that the temperature in the Leased Premises used by the City during the time that such area is open to the public as a pedestrian corridor between the months of May through September shall be between 70° and 74° Fahrenheit and between the months of October through April between 68° and 72° Fahrenheit.

Neither the DDA, the City nor 89 Monroe Center shall be liable for damages or otherwise for any interruptions or failure in the supply of any utilities or utility service to the Subleased Premises except such failure or interruption which results from the negligence of the DDA, the City or 89 Monroe Center or their respective officers, agents or employees.

Section 12. Maintenance and Condition of Subleased Premises. GRAAMA, at its expense, shall keep the Subleased Premises in good maintenance, condition and repair, reasonable wear and tear excepted. Neither the DDA, the City nor 89 Monroe Center shall have any responsibility or obligation for the maintenance or repair of the Subleased Premises.

GRAAMA shall keep the Subleased Premises in a neat and clean condition, shall not allow refuse to accumulate, and shall conduct its business in such a manner that the risk of fire to the Subleased Premises shall not be increased beyond the hazard normal and usual for its type of business.

Section 13. Alterations. GRAAMA shall not make or permit to be made any alterations, additions or improvements in, upon or to the Subleased Premises, or any part of the Subleased Premises, without the prior written consent of the DDA Executive Director or his/her designee, the City Manager or his/her designee and 89 Monroe Center. In the event such consent is obtained, all such alterations, additions or improvements shall be performed at the expense of GRAAMA and in a good, workmanlike manner, free from faults and defects and in accordance with all applicable laws and building codes and plans and specifications approved by 89 Monroe Center. All alterations, additions or improvements (except trade fixtures) so made and installed by GRAAMA shall become part of the realty, shall become the property of 89 Monroe Center and shall remain for the benefit of 89 Monroe Center at the end of the term or other expiration of this Sub-Sublease Agreement, the Sublease Agreement and the Lease Agreement in as good condition as they were when installed, reasonable wear and tear excepted; *provided, however*, that any such alteration, addition or improvement remaining at the end of the term or other

expiration of this Sub-Sublease Agreement, the Sublease Agreement and the Lease Agreement, shall upon demand made by the DDA, the City or 89 Monroe Center, be removed by GRAAMA, at GRAAMA's expense, and GRAAMA shall repair any damage caused by such removal, restoring the Subleased Premises to their condition prior to the making of such alteration, addition or improvement.

Section 14. Performance by GRAAMA. In the event GRAAMA fails to perform any of its covenants and agreements as set forth in this Sublease Agreement and such failure continues for a period of ten 10 days after written notice from the DDA (except that no such notice shall be required in emergency situations), the DDA shall have the option to undertake such performance for GRAAMA without prejudice to any other remedy of the DDA, and the costs and expenses reasonably incurred by the DDA by reason of such undertaking shall be due and payable forthwith by GRAAMA to the DDA.

Section 15. Compliance with Public Authority Requirements. GRAAMA agrees, at its own expense, to promptly comply with all requirements of any legally constituted public authority made necessary by reason of GRAAMA's occupancy of the Subleased Premises.

Section 16. Damage to Subleased Premises. In the event the Subleased Premises are damaged by fire, the elements, act of God, or other cause the provisions of Section 12 of the Lease Agreement shall apply to the Subleased Premises as if GRAAMA, instead of the City, was a party to said Lease Agreement.

In no event and under no circumstances shall the DDA or the City be liable to GRAAMA for any loss occasioned by damage to the Subleased Premises other than the abatement of rent to the extent provided in Section 11 of the Lease Agreement.

Section 17. Eminent Domain. In the event that the whole of the Subleased Premises shall be taken or condemned for any public or quasipublic use or purpose by any competent authority in appropriation proceedings or by any right of eminent domain, the provisions of Section 12 of the Lease Agreement shall apply to the Subleased Premises as if GRAAMA, instead of the City, was a party to said Lease Agreement.

Section 18. GRAAMA Reporting Requirements. On December 31, 2016, June 30, 2017, December 31, 2017, and June 30, 2018, and such additional times as requested by the DDA, GRAAMA shall provide to the DDA and the City's Economic Development Office a report detailing GRAAMA's fundraising progress and project milestones for such period.

Section 19. Defaults of GRAAMA. The following occurrences shall be deemed defaults by GRAAMA:

- (a) GRAAMA shall fail to pay when due any sum payable under this Sub-Sublease Agreement and such failure continues for 10 business days after written notice from the DDA.

(b) GRAAMA shall abandon or vacate the Subleased Premises before the end of the term of this Sub-Sublease Agreement.

(c) GRAAMA shall be in breach of any other obligation under this Sub-Sublease Agreement, and such breach shall continue for 30 business days after written notice from the DDA.

Section 20. Remedies of DDA. In the event of a default by GRAAMA, the DDA shall have the following rights and remedies in addition to all other rights and remedies otherwise available to the DDA:

(a) The DDA shall have the right to terminate this Sub-Sublease Agreement upon written notice to GRAAMA without prejudice to any sums due or to become due under this Sub-Sublease Agreement.

(b) The DDA shall have the right upon 10 business days' notice of re-entry and may remove all property from the Subleased Premises. Such property may be removed and stored at the cost of GRAAMA.

(c) The DDA may immediately sue to recover from GRAAMA all damages the DDA may incur by reason of GRAAMA's default, including the cost of recovering the Subleased Premises, which shall be immediately due and payable along with reasonable attorneys' fees.

Section 21. Legal Expenses. In case suit shall be brought by either party because of the breach of any term in the Sub-Sublease Agreement by the other party, all expenses incurred therefor (including reasonable attorneys' fees) shall be awarded to the prevailing party in such suit.

Section 22. Right of Access. GRAAMA agrees to permit the DDA, the City and 89 Monroe Center, and their respective agents, to inspect or examine the Subleased Premises at any reasonable time in a reasonable manner. GRAAMA shall have the right to accompany the DDA, the City or 89 Monroe Center on any such inspections and examinations, which shall be scheduled to suit the reasonable convenience of the parties.

Section 23. Surrender of Subleased Premises. GRAAMA covenants and agrees to surrender possession of the Subleased Premises to the DDA upon the expiration of the term of this Sub-Sublease Agreement, or upon earlier termination of this Sub-Sublease Agreement, in as good condition and repair as the same shall be at the commencement of the term of this Sub-Sublease Agreement, or as the same may have been put by the DDA and GRAAMA during the continuance of this Sub-Sublease Agreement, ordinary wear and tear excepted. In addition, GRAAMA shall remove all of its property from the Subleased Premises and shall repair any damage to the Subleased Premises caused by such removal.

Any personal property of GRAAMA or of anyone claiming under GRAAMA which shall remain on the Subleased Premises after the expiration or termination of this Sublease Agreement shall be deemed to have been abandoned by GRAAMA, and either may be removed by the DDA as its property or may be disposed of in such manner as the DDA may see fit, and the DDA shall not be in any way responsible for such property. However, the DDA shall give 5 business days' notice to GRAAMA before taking action under this Section 23.

Section 24. Assignment and Sublease. GRAAMA shall not assign this Sub-Sublease Agreement, or further sublease all or any part of the Subleased Premises without the prior written approval of the DDA and the City.

Section 25. Notices. All notices required or permitted under this Sub-Sublease Agreement shall be in writing and deemed given upon personal delivery, or 2 business days after being mailed postage prepaid in the United States mail, or upon receipt if sent by facsimile, to the party to be notified at the addresses set forth below or such other address as the party shall have indicated by notice to the other party:

To GRAAMA:

Grand Rapids African American Museum and Archives
1050 Fisk Street S.E.
Grand Rapids, Michigan 49507
Attention: George Bayard
Facsimile Number: _____

To the City:

City of Grand Rapids Downtown Development Authority
29 Pearl Street, N.W.
Grand Rapids, MI 49503
Attention: Executive Director
Facsimile Number: _____

Section 26. Waiver. The failure of either party to enforce any covenant or condition of this Sub-Sublease Agreement shall not be deemed a waiver thereof or of the right of either party to enforce each and every covenant and condition of this Sub-Sublease Agreement, and no provision of this Sub-Sublease Agreement shall be deemed to have been waived unless such waiver is in writing. One or more waivers of any covenant or condition by the DDA or GRAAMA shall not be construed as a waiver of a subsequent breach of the same covenant or condition, nor shall any waiver or indulgence granted by either party be taken as an estoppel against the party granting the indulgence or waiver.

Section 27. Unenforceability. In the event any covenant, term, provision, obligation, agreement or condition of this Sub-Sublease Agreement is held to be unenforceable, it is mutually agreed and understood, by and between the parties hereto, that the other covenants, terms, provisions, obligations, agreements and conditions herein contained shall remain in full force and effect.

Section 28. Captions. All headings or captions contained in this Sub-Sublease Agreement are intended for convenience only and are not to be deemed or taken as a summary of the provisions to which they pertain or as a construction thereof.

Section 29. Governing Law. This Sub-Sublease Agreement shall be governed by the laws of the State of Michigan.

Section 30. Additional Covenants of GRAAMA. GRAAMA shall not perform or permit any of the following acts to be performed by it or its officers, agents, employees, guests or invitees without the prior written consent of the DDA:

(a) Occupy the Sub-Subleased Premises in any other manner or for any other purpose than as set forth in this Sub-Sublease Agreement.

(b) Use or allow to be used on the Subleased Premises any article or substance having an offensive odor, such as, but not limited to ether, naphtha, phosphorus, benzol, gasoline, benzine, petroleum or any product thereof, crude or refined earth or coal oils, flashlight powder, or other explosives, kerosene, camphene, burning fluid or any dangerous, explosive or rapidly burning matter or material of any kind.

Section 31. Entire Agreement; Amendment. This Sub-Sublease Agreement contains all of the terms and conditions of the agreement of the parties concerning the Subleased Premises. This Sub-Sublease Agreement may be amended only by a written agreement signed by both the DDA and GRAAMA, and consented to by the City.

[signature page follows]

IN WITNESS OF WHICH, the DDA and GRAAMA have executed this Sub-Sublease Agreement as of the date first written above.

**GRAND RAPIDS DOWNTOWN
DEVELOPMENT AUTHORITY**

By: _____
Brian Harris, Chairperson

**GRAND RAPIDS AFRICAN AMERICAN
MUSEUM AND ARCHIVES**

By: _____

Name: _____

Title: _____

EXHIBIT A

Legal Description of Phinny Building

THE SOUTHEASTERLY 44 FEET OF LOT 2, SECTION (BLOCK) 11 OF CAMPAU PLAT OF THE VILLAGE (NOW CITY) OF GRAND RAPIDS, KENT COUNTY, MICHIGAN, ACCORDING TO THE RECORDED PLAT THEREOF, SUBJECT TO AND TOGETHER WITH ALL RIGHTS IN AND TO THE ALLEYS, RIGHTS OF WAY AND EASEMENTS APPURTENANT AND ADJOINING SAID PROPERTY.

Subleased Premises



EXHIBIT C

Consent to Sub-Sublease

The undersigned, the City of Grand Rapids, consents to the foregoing Sub-Sublease Agreement between the Grand Rapids Downtown Development Authority (the "DDA"), and the Grand Rapids African American Museum and Archives, on the express conditions that (1) the DDA will remain liable for the performance of each and every one of its obligations under the Sublease Lease, and (2) this Consent will not be deemed a consent to any subsequent sublease or any amendment to the Sub-Sublease, but rather any subsequent sublease or amendment to the Sub-Sublease will require the consent of the undersigned.

Date: _____, 2016

CITY OF GRAND RAPIDS

By: _____
Rosalynn Bliss, Mayor

Attest: _____
Darlene O'Neil, City Clerk

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT is made and executed as of this 10th day of October, 2016 (the "Sublease Agreement"), between the **CITY OF GRAND RAPIDS**, a Michigan municipal corporation, of 300 Monroe Avenue, N.W., Grand Rapids, Michigan (the "City"), and the **CITY OF GRAND RAPIDS DOWNTOWN DEVELOPMENT AUTHORITY**, a public body corporate, of 29 Pearl Street, N.W., Grand Rapids, Michigan (the "DDA").

Section 1. Leased Premises. 89 Monroe Center, L.L.C., as successor-in-interest to Extra Room of Kalamazoo, Inc. ("89 Monroe Center") and the City are parties to a Lease Agreement dated as of November 1, 2002 (the "Lease Agreement"), pursuant to which the City has leased the entire first floor (the "Leased Premises") of the building located at 87-89 Monroe Center, N.W., Grand Rapids, Michigan, as such building is more particularly described in the attached Exhibit A (the "Phinny Building"). The Lease Agreement provides that the City has the right to sublease any portion of the premises it leases at its sole discretion. The City hereby LETS AND LEASES to the DDA that portion of the Leased Premises identified on the attached Exhibit B (the "Subleased Premises").

Section 2. Sublease Agreement Subject to Lease Agreement. This Sublease Agreement is subject to the terms and conditions of the Lease Agreement and shall only be in effect so long as the Lease Agreement is in effect. To the extent there is a conflict between the provisions of this Sublease Agreement and the provisions of the Lease Agreement, the provisions of the Lease Agreement shall be controlling. The City represents that it is currently not in default under the Lease Agreement and, while the term of this Sublease Agreement is in effect, that it will not do anything that is within its control to cause it to be in default under the Lease Agreement.

Section 3. Purpose of Occupancy. The DDA shall occupy the Subleased Premises for general office use, commercial/retail use and/or for the purpose of further subleasing the subleased premises pursuant to a Sub-Sublease Agreement of even date herewith with the Grand Rapids African American Museum and Archives for the purposes set forth therein. With the prior written consent of the City, the DDA may change the use of the Subleased Premises in whole or in part. The Subleased Premises shall not, however at any time, be used for any purpose which would be prohibited or cause a default under the Lease Agreement or violate any law, ordinance, rule or regulation applicable to the Leased Premises, nor in any way to create any nuisance or trespass.

Section 4. Term of Sublease Agreement. The initial term of this Sublease Agreement shall commence on October 10, 2016, and shall continue until 11:59 p.m., local time, on June 30, 2018.

Section 5. DDA's Possession of Subleased Premises. The DDA's execution of this Sublease Agreement and continued possession of the Subleased Premises shall constitute the DDA's acceptance of the Subleased Premises in their "as is" condition, subject only to the other terms and conditions of this Sublease Agreement.

Section 6. Termination; Cure Defaults Under Lease Agreement. It is agreed and understood that should the Lease Agreement be terminated for any reason this Sublease Agreement shall simultaneously terminate and neither party hereto shall have any further obligations under this Sublease Agreement except for the payment of such amounts due and payable prior to termination pursuant to this Section 6 and the provisions of Section 9 hereof each of which shall survive termination of this Sublease Agreement. In order to prevent a termination of the Lease Agreement because of the City's default thereunder, the DDA may, but is not obligated to, upon prior written notice to the City, on behalf of the City cure any default of the City under the Lease Agreement and deduct the reasonable costs it has incurred in connection therewith from the rent payable to the City pursuant to Section 7 hereof. If the City is entitled to terminate the Lease Agreement because of a default of 89 Monroe Center, the City agrees to confer with the DDA prior to exercising such termination right.

Section 7. Rent. This is a "triple net" lease, and the annual rent and all other sums payable hereunder by the DDA shall be paid without setoff, counterclaim, recoupment, abatement, suspension or deduction except as expressly provided for herein. DDA shall pay the City rent for the Subleased Premises as follows:

a. Base Rent. As rent for the period October 10, 2016, through June 30, 2016, the DDA shall pay an amount equal to \$18,570.25 payable for the period October 10, 2016, through October 31, 2016 in the amount of \$1,513.13 and thereafter in equal monthly installments of \$2,132.14 (the "Base Rent") subject, thereafter, to annual adjustment as provided in Section 7(b) below. Base Rent shall be paid in advance on the first business day of each month during the initial term hereof and any renewal term.

b. Consumer Price Index Adjustments. The Base Rent paid by the DDA shall be adjusted on the first day of each subsequent 12-month period of the term hereof and any renewal hereof after the first 12-month period by the percentage change in the Consumer Price Index, All Cities, All Urban Consumers, All Items (1982-1984 equals 100) (the "CPI-U"), during the one-year period ending at the end of the second to last month of the immediately preceding 12-month period, as published by the United States Department of Labor, provided that for purposes of this adjustment, the amount of any yearly increase in the foregoing in excess of 3% of the previous year's Base Rent shall be disregarded. After adjustment, each year the adjusted amount shall become the new Base Rent from which the next 12-month adjustment is made. The Base Rent, as adjusted, shall be paid in equal monthly installments as provided in Section 7(a) above.

If the CPI-U is changed from that used for the initial adjustment of the Base Rent, the CPI-U shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the CPI-U is discontinued or revised during the term hereof or any renewal term, such other governmental index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the CPI-U had not been discontinued or revised.

Section 8. Taxes and Special Assessments. The DDA shall pay and discharge all *ad valorem* real property taxes and special assessments which may be levied against all or a portion

of the Subleased Premises which become due and payable during the term of this Sublease Agreement prior to the same becoming subject to interest or penalties. The DDA's pro rata portion of such *ad valorem* real property taxes or special assessments levied against the Phinny Building as a whole shall be based on (a) the length of the DDA's occupancy of the Subleased Premises during the applicable tax period and (b) 61% of the portion of levy passed through to the City by 89 Monroe Center pursuant to the Lease Agreement. In the event that no *ad valorem* real property taxes or special assessments become due or payable during the term of this Sublease Agreement, the DDA shall pay such *ad valorem* real property taxes or special assessments due and payable subsequent to the term of this Sublease Agreement that relate to the tax or payment period(s) falling within the term of this Sublease Agreement. In addition, the DDA shall pay 61% of the annual Downtown Improvement District assessment that is passed through to the City by 89 Monroe Center pursuant to the Lease Agreement.

Section 9. Insurance and Indemnity. The DDA may, at its option and cost, provide or cause to be provided, all-risk extended coverage insurance covering the improvements it makes to and its personal property located within the Subleased Premises. The DDA shall indemnify the City and 89 Monroe Center against and save the City and 89 Monroe Center harmless from any liability or claim for damages which may be asserted against the City or 89 Monroe Center related to such improvements and personal property except such as arise from the negligence of the City or 89 Monroe or their respective officers, employees, agents, guests or invitees and is not otherwise covered by insurance carried by the DDA.

The DDA shall maintain, at its sole cost, or caused to be maintained by any Sub-Sublease, during the term of this Sublease Agreement comprehensive general liability insurance through an insurance policy written by an insurance company authorized to write such insurance in the State of Michigan (the "State") covering bodily injury and property damage in the amount of \$2,000,000 per occurrence and \$3,000,000 in the annual aggregate.

Any such policy of insurance shall be with insurance companies approved by the City, shall name the City and 89 Monroe Center as additional insureds, and shall be payable to the City or 89 Monroe Center, or as the City or 89 Monroe Center, specifies. Any such policy shall further provide that it shall not be subject to non-renewal or cancellation without not less than 30 days prior written notice to the City and 89 Monroe Center. The DDA shall indemnify the City and 89 Monroe Center against and save the City and 89 Monroe Center harmless from any liability or claim for damages which may be asserted against the City or 89 Monroe Center by reason of any accident or casualty occurring in, on or about the Subleased Premises or otherwise arising from the DDA's use and occupancy of the Subleased Premises except such as arise from the negligence of the City or 89 Monroe Center or their respective officers, agents, employees, guests or invitees and is not otherwise covered by insurance carried by the DDA.

If the DDA shall fail to maintain such insurance required in the second paragraph of this Section 9, the City may, but shall not be obligated to, obtain such insurance upon 5 days' written notice to the DDA and add such cost of insurance as additional rent to the Base Rent required to be paid pursuant to Section 7 hereof.

Section 10. Waiver of Subrogation. Such policy of insurance authorized or required under this Sublease Agreement shall contain a clause or endorsement under which the insurer waives all right of subrogation against the City or 89 Monroe Center, their respective officers, agents, employees, guests and invitees with respect to losses payable under such policy, and the DDA hereby waives all right of recovery it might otherwise have against the City or 89 Monroe Center, their respective officers, agents, employees, guests and invitees for any loss or injury which is covered by such a policy of insurance, notwithstanding that such loss or injury may result from the negligence or fault of the City or 89 Monroe Center or their respective officers, agents, employees, guests and invitees.

Section 11. Utilities. The DDA shall be responsible for obtaining and paying or causing to be paid and obtained, the charges for telephone service to the Subleased Premises.

The DDA shall be responsible for working out an acceptable sharing of water and sanitary sewer service charges as well as refuse collection charges with 89 Monroe Center since the City does not utilize any of these services in its use of its share of the Leased Premises under the Lease Agreement.

With respect to electric and natural gas services to the Subleased Premises including that necessary to provide heating, air conditioning and ventilation, the DDA shall pay or cause to be paid 61% of those costs that are passed through to the City by 89 Monroe Center pursuant to the Lease Agreement and those costs for electric and natural gas services that are separately metered and in the City's name.

The thermostat controlling the heating and air conditioning in both the Subleased Premises and that part of the Leased Premises used by the City is located in the Subleased Premises and is under the control of the DDA. The DDA agrees to adjust or cause to be adjusted, the thermostat periodically so that the temperature in the Leased Premises used by the City during the time that such area is open to the public as a pedestrian corridor between the months of May through September shall be between 70° and 74° Fahrenheit and between the months of October through April between 68° and 72° Fahrenheit.

Neither the City nor 89 Monroe Center shall be liable for damages or otherwise for any interruptions or failure in the supply of any utilities or utility service to the Subleased Premises except such failure or interruption which results from the negligence of the City or 89 Monroe Center or their respective its officers, agents or employees.

Section 12. Maintenance and Condition of Subleased Premises. The DDA shall keep, at its expense, or cause to be kept, the Subleased Premises in good maintenance, condition and repair, reasonable wear and tear excepted. Neither the City nor 89 Monroe Center shall have any responsibility or obligation for the maintenance or repair of the Subleased Premises.

The DDA shall keep or cause to be kept, the Subleased Premises in a neat and clean condition, shall not allow refuse to accumulate, and shall conduct its business in such a manner

that the risk of fire to the Subleased Premises shall not be increased beyond the hazard normal and usual for its type of business.

Section 13. Alterations. The DDA shall not make or permit to be made any alterations, additions or improvements in, upon or to the Subleased Premises, or any part of the Subleased Premises, without the prior written consent of the City Manager or his/her designee and 89 Monroe Center. In the event such consent is obtained, all such alterations, additions or improvements shall be performed at the expense of the DDA or any Sub-Subtenant and in a good, workmanlike manner, free from faults and defects and in accordance with all applicable laws and building codes and plans and specifications approved by 89 Monroe Center. All alterations, additions or improvements (except trade fixtures) so made and installed shall become part of the realty, shall become the property of 89 Monroe Center and shall remain for the benefit of 89 Monroe Center at the end of the term or other expiration of this Sublease Agreement and the Lease Agreement in as good condition as they were when installed, reasonable wear and tear excepted; *provided, however*, that any such alteration, addition or improvement remaining at the end of the term or other expiration of this Sublease Agreement and the Lease Agreement, shall upon demand made by the City or 89 Monroe Center, be removed or caused to be removed by the DDA, without expense to 89 Monroe Center, and the DDA shall repair or cause to be repaired any damage caused by such removal, restoring or cause to be restored the Subleased Premises to their condition prior to the making of such alteration, addition or improvement.

Section 14. Performance by the DDA. In the event the DDA fails to perform or cause to be performed any of the covenants and agreements as set forth in this Sublease Agreement and such failure continues for a period of ten 10 days after written notice from the City (except that no such notice shall be required in emergency situations), the City shall have the option to undertake such performance for the DDA without prejudice to any other remedy of the City, and the costs and expenses reasonably incurred by the City by reason of such undertaking shall be due and payable forthwith by the DDA to the City.

Section 15. Compliance with Public Authority Requirements. The DDA agrees, at its own expense, to promptly comply with all requirements of any legally constituted public authority made necessary by reason of the DDA's occupancy of the Subleased Premises.

Section 16. Damage to Subleased Premises. In the event the Subleased Premises are damaged by fire, the elements, act of God, or other cause the provisions of Section 12 of the Lease Agreement shall apply to the Subleased Premises as if the DDA, instead of the City, was a party to said Lease Agreement.

In no event and under no circumstances shall the City be liable to the DDA for any loss occasioned by damage to the Subleased Premises other than the abatement of rent to the extent provided in Section 11 of the Lease Agreement.

Section 17. Eminent Domain. In the event that the whole of the Subleased Premises shall be taken or condemned for any public or quasipublic use or purpose by any competent authority in appropriation proceedings or by any right of eminent domain, the provisions of

Section 12 of the Lease Agreement shall apply to the Subleased Premises as if the DDA, instead of the City, was a party to said Lease Agreement.

Section 18. Defaults of the DDA. The following occurrences shall be deemed defaults by the DDA:

- (a) the DDA shall fail to pay when due any sum payable under this Sublease Agreement and such failure continues for 10 business days after written notice from the City.
- (b) the DDA shall abandon or vacate the Subleased Premises before the end of the term of this Sublease Agreement.
- (c) the DDA shall be in breach of any other obligation under this Sublease Agreement, and such breach shall continue for 30 business days after written notice from the City.

Section 19. Remedies of City. In the event of a default by the DDA, the City shall have the following rights and remedies in addition to all other rights and remedies otherwise available to the City:

- (a) The City shall have the right to terminate this Sublease Agreement upon written notice to the DDA without prejudice to any sums due or to become due under this Sublease Agreement.
- (b) The City shall have the right upon 10 business days' notice of re-entry and may remove all property from the Subleased Premises. Such property may be removed and stored at the cost of the DDA.
- (c) The City may immediately sue to recover from the DDA all damages the City may incur by reason of the DDA's default, including the cost of recovering the Subleased Premises, which shall be immediately due and payable along with reasonable attorneys' fees.

Section 20. Legal Expenses. In case suit shall be brought by either party because of the breach of any term in the Sublease Agreement by the other party, all expenses incurred therefor (including reasonable attorneys' fees) shall be awarded to the prevailing party in such suit.

Section 21. Right of Access. The DDA agrees to permit the City and 89 Monroe Center, and their respective agents, to inspect or examine the Subleased Premises at any reasonable time in a reasonable manner. The DDA shall have the right to accompany the City or 89 Monroe Center on any such inspections and examinations, which shall be scheduled to suit the reasonable convenience of the parties.

Section 22. Surrender of Subleased Premises. The DDA covenants and agrees to surrender possession of the Subleased Premises to the City upon the expiration of the term of this Sublease Agreement, or upon earlier termination of this Sublease Agreement, in as good condition and repair as the same shall be at the commencement of the term of this Sublease Agreement, or as the same may have been put by the City and the DDA during the continuance of this Sublease Agreement, ordinary wear and tear excepted. In addition, the DDA shall remove all of its property from the Subleased Premises and shall repair any damage to the Subleased Premises caused by such removal.

Any personal property of the DDA or of anyone claiming under the DDA which shall remain on the Subleased Premises after the expiration or termination of this Sublease Agreement shall be deemed to have been abandoned by the DDA, and either may be removed by the City as its property or may be disposed of in such manner as the City may see fit, and the City shall not be in any way responsible for such property. However, the City shall give 5 business days' notice to the DDA before taking action under this Section 22.

Section 23. Assignment and Sublease. DDA shall not assign this Sublease Agreement, or further sublease all or any part of the Subleased Premises without the prior written approval of the City.

Section 24. Notices. All notices required or permitted under this Sublease Agreement shall be in writing and deemed given upon personal delivery, or 2 business days after being mailed postage prepaid in the United States mail, or upon receipt if sent by facsimile, to the party to be notified at the addresses set forth below or such other address as the party shall have indicated by notice to the other party:

To the DDA:

City of Grand Rapids Downtown Development Authority
29 Pearl Street, N.W.
Grand Rapids, MI 49503
Attention: Executive Director
Facsimile Number: _____

To the City:

City of Grand Rapids
300 Monroe Avenue, N.W.
Grand Rapids, MI 49503
Attention: City Manager
Facsimile Number: _____

Section 25. Waiver. The failure of either party to enforce any covenant or condition of this Sublease Agreement shall not be deemed a waiver thereof or of the right of either party to enforce each and every covenant and condition of this Sublease Agreement, and no provision of this Sublease Agreement shall be deemed to have been waived unless such waiver is in writing. One or more waivers of any covenant or condition by the City or the DDA shall not be construed as a waiver of a subsequent breach of the same covenant or condition, nor shall any waiver or

indulgence granted by either party be taken as an estoppel against the party granting the indulgence or waiver.

Section 26. Unenforceability. In the event any covenant, term, provision, obligation, agreement or condition of this Sublease Agreement is held to be unenforceable, it is mutually agreed and understood, by and between the parties hereto, that the other covenants, terms, provisions, obligations, agreements and conditions herein contained shall remain in full force and effect.

Section 27. Captions. All headings or captions contained in this Sublease Agreement are intended for convenience only and are not to be deemed or taken as a summary of the provisions to which they pertain or as a construction thereof.

Section 28. Governing Law. This Sublease Agreement shall be governed by the laws of the State of Michigan.

Section 29. Additional Covenants of the DDA. The DDA shall not perform or permit any of the following acts to be performed by it or its officers, agents, employees, guests or invitees without the prior written consent of the City:

(a) Occupy the Subleased Premises in any other manner or for any other purpose than as set forth in this Sublease Agreement.

(b) Use or allow to be used on the Subleased Premises any article or substance having an offensive odor, such as, but not limited to ether, naphtha, phosphorus, benzol, gasoline, benzine, petroleum or any product thereof, crude or refined earth or coal oils, flashlight powder, or other explosives, kerosene, camphene, burning fluid or any dangerous, explosive or rapidly burning matter or material of any kind.

Section 30. Entire Agreement; Amendment. This Sublease Agreement contains all of the terms and conditions of the agreement of the parties concerning the Subleased Premises. This Sublease Agreement may be amended only by a written agreement signed by both the City and the DDA.

[signature page follows]

IN WITNESS OF WHICH, the City and the DDA have executed this Sublease Agreement as of the date first written above.

CITY OF GRAND RAPIDS

By: _____
Rosalynn Bliss, Mayor

Attest: _____
Darlene O'Neil, City Clerk

**GRAND RAPIDS DOWNTOWN
DEVELOPMENT AUTHORITY**

By: _____
Brian Harris, Chairperson

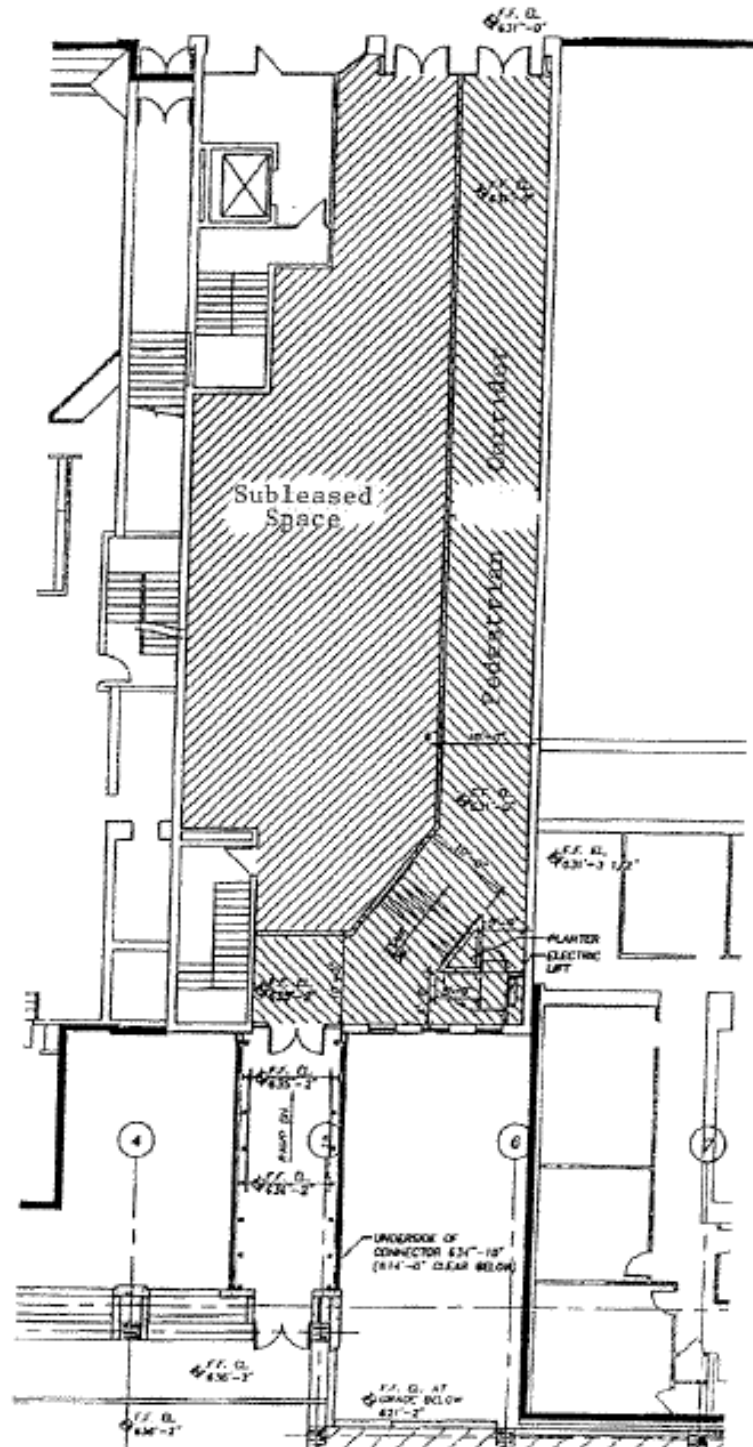
EXHIBIT A

Legal Description of Phinny Building

THE SOUTHEASTERLY 44 FEET OF LOT 2, SECTION (BLOCK) 11 OF CAMPAU PLAT OF THE VILLAGE (NOW CITY) OF GRAND RAPIDS, KENT COUNTY, MICHIGAN, ACCORDING TO THE RECORDED PLAT THEREOF, SUBJECT TO AND TOGETHER WITH ALL RIGHTS IN AND TO THE ALLEYS, RIGHTS OF WAY AND EASEMENTS APPURTENANT AND ADJOINING SAID PROPERTY.

EXHIBIT B

Subleased Premises



**CITY OF GRAND RAPIDS
DOWNTOWN DEVELOPMENT AUTHORITY**

**RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A
SUBLEASE AGREEMENT AND SUB-SUBLEASE AGREEMENT FOR
PROPERTY LOCATED AT 89 MONROE CENTER, N.W. IN THE CITY
OF GRAND RAPIDS**

Boardmember _____, supported by Boardmember _____,
moved the adoption of the following resolution:

WHEREAS, in 2002, the City of Grand Rapids (the “City”) leased from 89 Monroe Center, L.L.C. the entire first floor (the “Leased Premises”) of a building located at 87-89 Monroe Center N.W., in the City and said lease provides that the City has the right at its sole discretion to sublease any portion of the Leased Premises; and

WHEREAS, the City and the City of Grand Rapids Downtown Development Authority (the “DDA”) have agreed that the DDA will sub-lease a portion of the Leased Premises (the “Subleased Premises”) from the City and further sublet the Subleased Premises to Grand Rapids African American Museum and Archives (“GRAAMA”) for operation of a museum and archives to promote, preserve, display, collect and honor the lives, culture, history and accomplishments of the African, African American and connected peoples in the Greater Grand Rapids, Michigan community, each for a term commencing October 10, 2016, through June 30, 2018; and

WHEREAS, the sublease between the City and the DDA is in accordance with a Sublease Agreement between the City and DDA (the “Sublease”) and the sub-sublease between the DDA and GRAAMA is in accordance with a Sub-Sublease Agreement between the DDA and GRAAMA (the “Sub-Sublease”).

. **NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. The form of the Sublease between the City and DDA and the form of the Sub-Sublease between the DDA and GRAAMA are both approved with such modifications not materially adverse to the DDA approved as to content by the DDA Executive Director and as to

form by DDA legal counsel and the Chairperson of the Board of Directors is authorized and directed to execute the Sublease and Sub-Sublease for and on behalf of the DDA.

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: December 14, 2016

Murphy Ackerman
Recording Secretary

CERTIFICATION

I, the undersigned duly qualified and acting Recording Secretary of the of the City of Grand Rapids Downtown Development Authority (the “DDA”), do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Directors of the DDA at a regular meeting held on December 14, 2016, 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: December 14, 2016

Murphy Ackerman
Recording Secretary



TO: Kristopher Larson/Downtown Development Authority

FR: City of Grand Rapids and Spectrum Health

DATE: December 9, 2016

RE: **Pedestrian Safety, Green Infrastructure, and Placemaking Opportunity on Michigan St**

Request

Financial support in the amount of \$75,000 is being requested to improve pedestrian safety, install green infrastructure and create a quality pedestrian environment to assist in activating Michigan Street. Safety will be improved by reducing pedestrian crossing distances by 12' across Michigan Street at the Michigan/Bostwick, Michigan/Coit, and Michigan/Barclay intersections through the elimination of the "bus only" lane that extends from Bostwick to Barclay on Michigan Street. This lane modification has been approved by The Rapid and does not conflict with the operations of the Silver Line. The additional 12'-wide space provides opportunities for green infrastructure, seating, and other amenities within the corridor.

Justification

Michigan Street, between Bostwick to Barclay, is the "front door" to the facilities of the medical center campus, serving the Meijer Heart Center, Butterworth Hospital, Helen DeVos Children's Hospital, and Lemmon-Holton Cancer Center. Parking Ramp 7 is located in a separate quadrant from these facilities, which requires pedestrian crossings either at-grade or through the utilization of a skywalk. According to Spectrum Health, about 65,000 visitors and staff park in Ramp 7 per month; or about 2,000 parkers per day.

Spectrum Health commissioned a Pedestrian Origin-Destination and Safety Study in 2013 to evaluate safety conditions for visitors and staff along Michigan Street. This study followed on the heels of the Michigan Street Corridor Plan, which identified the need to improve the pedestrian environment within the corridor. Design solutions identified in the Michigan Street Corridor Plan included:

- Provide a streetscape buffer to provide separation between pedestrians and cars; including the creation of a plaza at the Coit intersection.
- Improve crosswalk markings.
- Provide places to rest due to the steep grade of Michigan Street.
- Increase outward-facing amenities, such as coffee shops.
- Shorten crossing distances at intersections to reduce crossing times for pedestrians.
- Add audible pedestrian signals.

A more detailed by URS for Spectrum Health included several key findings:

- Shorten Michigan Street crosswalks between Coit Avenue and Barclay Avenue by 12 feet by closing the eastbound Michigan Street right-turn lane and constructing curb extensions.
- Shorten Michigan Street crosswalks between Bostwick Avenue and Coit Avenue by 12 feet by closing the eastbound Michigan Street right-turn lane and constructing curb extensions.
- Install additional No Turn On Red – When Pedestrians Present signs at Michigan/Coit and Michigan/Barclay. There is a pattern of pedestrian crashes/near misses at these two intersections.
- Restripe stop bars and crosswalks - possibly constructing raised crosswalks on Michigan Street

In response to these recommendations, the Traffic Safety Department has restriped bars and crosswalks to include green reflective striping and audible pedestrian signals have been installed with the generous assistance of the Smart Zone Authority. Excerpts from the URS report, included proposed project illustrations, are attached to this memo.

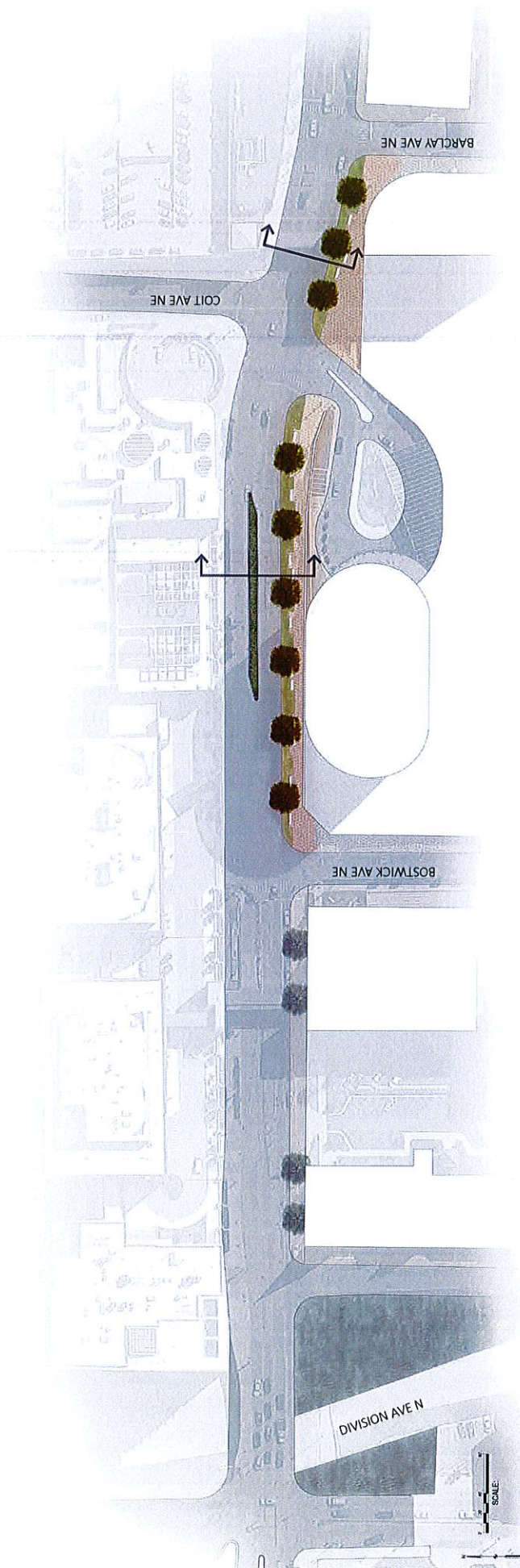
Opportunity

Removal of the bus-only lane will not only provide a significant safety benefit by shortening the crossing distance for pedestrians on Michigan Street, it also offers great opportunity to reimagine the streetscape. Part of the funding strategy for this improvement includes the addition of green infrastructure by the Environmental Services Department to add street trees and a bioswale for the treatment of stormwater before it enters into the Grand River in the area between Bostwick and Coit. The space between Coit and Barclay, as the sidewalk wraps around the Meijer Heart Center, will allow for the creation of a visible gateway plaza that could integrate Spectrum's café into a space that activates the street and provides for greater pedestrian comfort in a highly traveled area. Seating could be introduced for pedestrians to rest in both locations. The addition of vertical elements, such as street trees, and increased pedestrian activity will contribute to "calming" the street as it has been proven that vehicle speeds will slow where there is a sense of enclosure and visually interesting things to observe.

Funding

This request seeks a contribution of \$75,000 from the Downtown Development Authority for the project. Smart Zone funds were authorized on December 9, 2016.

Source	Purpose	Request
CoGR Environmental Services	Green infrastructure	\$75,000
CoGR Vital Streets	Street reconstruction	\$100,000
Smart Zone Authority	Pedestrian safety	\$75,000
Downtown Development Authority	Pedestrian safety	\$75,000
Spectrum Health	Safety and site improvements	\$75,000
	Estimated Project Total	\$400,000



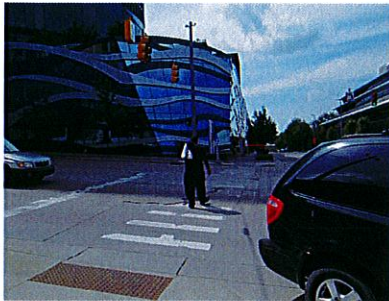
MICHIGAN STREET IMPROVEMENT
BOSTWICK AVE. TO BARCLAY AVE.



FINAL REPORT

SPECTRUM HEALTH-MEDICAL CENTER PEDESTRIAN ORIGIN-DESTINATION AND SAFETY STUDY Grand Rapids, Michigan

Prepared For:



Prepared By:

URS

DETROIT – SOUTHFIELD – GRAND RAPIDS – TRAVERSE CITY

AUGUST 19, 2013

2.2.1.2 Pedestrian Origin-Destination Results

A total of 295 of the 312 (95%) pedestrians surveyed provided complete enough information to determine origin-destination patterns. The origin-destination survey results are summarized for each intersection in **Appendix B**. Following is a summary of the O-D survey results.

Michigan Street/Bostwick Avenue Survey Station

- 87% of staff (26 of 30 respondents) destined to Towers 25/35 park in the North Ramp or Ramp 7
- No visitor/patient O-D patterns emerged from surveys at this intersection
- 19% of respondents had a non-motorized trip origin (11% walking, 8% bus)

Michigan Street/Coit Avenue Survey Station

- 84% of staff (16 of 19 respondents) destined to the hospital park in the North Ramp or Ramp 7
- 79% of visitors/patients (11 of 14 respondents) destined to the hospital park in Ramp 7
- No other O-D patterns emerged from surveys at this intersection
- 21% of respondents had a non-motorized trip origin (16% walking, 5% bus)

Michigan Street/Barclay Avenue Survey Station

- 76% of staff (26 of 33 respondents) destined to the hospital park in the North Ramp or Ramp 7
- 70% of staff (16 of 23 respondents) destined to the Meijer Heart Center park in the North Ramp or Ramp 7
- 67% of staff (8 of 12 respondents) destined to the Secchia Center park in the Prospect Lot
- 67% of visitors/patients (8 of 12 respondents) destined to the Meijer Heart Center park in Ramp 7
- 15% of respondents had a non-motorized trip origin (8% walking, 7% bus)

2.2.1.3 Skywalk and Tunnel Access Familiarity

Survey respondents were asked about their familiarity with access to the two skywalks (all respondents) and tunnel (staff respondents only) that cross Michigan Street between Bostwick Avenue and Barclay Avenue. Surveyors were careful in how the question was couched – survey respondents were asked if they knew where to access the skywalks and tunnel, not where the skywalks and tunnel are located in reference to the buildings they connect. **Appendix C** provides a summary of the access familiarity survey results. Following is a synopsis of the results:

Michigan Street/Bostwick Avenue Survey Station

- Skywalk Access Familiarity
 - 100% of staff
 - 56% of visitors/patients (small sample size = 9)
 - 85% of all respondents
- Tunnel Access Familiarity (staff only)
 - 96% of staff

Michigan Street/Coit Avenue Survey Station

- Skywalk Access Familiarity
 - 100% of staff
 - 94% of visitors/patients (small sample size = 17)
 - 98% of all respondents
- Tunnel Access Familiarity (staff only)
 - 96% of staff

3.2 Longer-Term Recommendations

Three longer-term future improvements are recommended, as well as recommendations by the Spectrum Health Pedestrian Access Committee that are more related to the Butterworth Campus as a whole. Spectrum Health requested that these committee recommendations be included in this report. Following is a description of each longer-term recommendation.

1. Shorten Selected Michigan Street Crosswalks Between Coit Avenue and Barclay Avenue

It is recommended that the east leg crosswalk at the Michigan Street/Coit Avenue intersection and the west leg crosswalk at the Michigan Street/Barclay Avenue intersection be shortened by 12 feet each by closing the eastbound Michigan Street right-turn lane located between Coit Avenue and Barclay Avenue and constructing curb extensions. The outer eastbound Michigan Street through lane would be converted to a shared through/right-turn lane at the approach to the Butterworth Hospital driveway. The closed lane could be converted to a bus turn-out, to maintain the existing bus stop on eastbound Michigan Street between Coit Avenue and Barclay Avenue. The bus stop currently has eight (8) stops per hour during the weekday morning (6:15 to 8:45 AM) and afternoon (3:45 to 6:15 PM) peak periods and four (4) stops per hour during the weekday off-peak period. The bus turn-out bay would be designed to accommodate a 40-foot The Rapid bus, with 30-foot arrival and departure tapers and a 55-foot turn-out bay. **Figure 3-2** depicts the shortened crosswalks and bus turn-out.

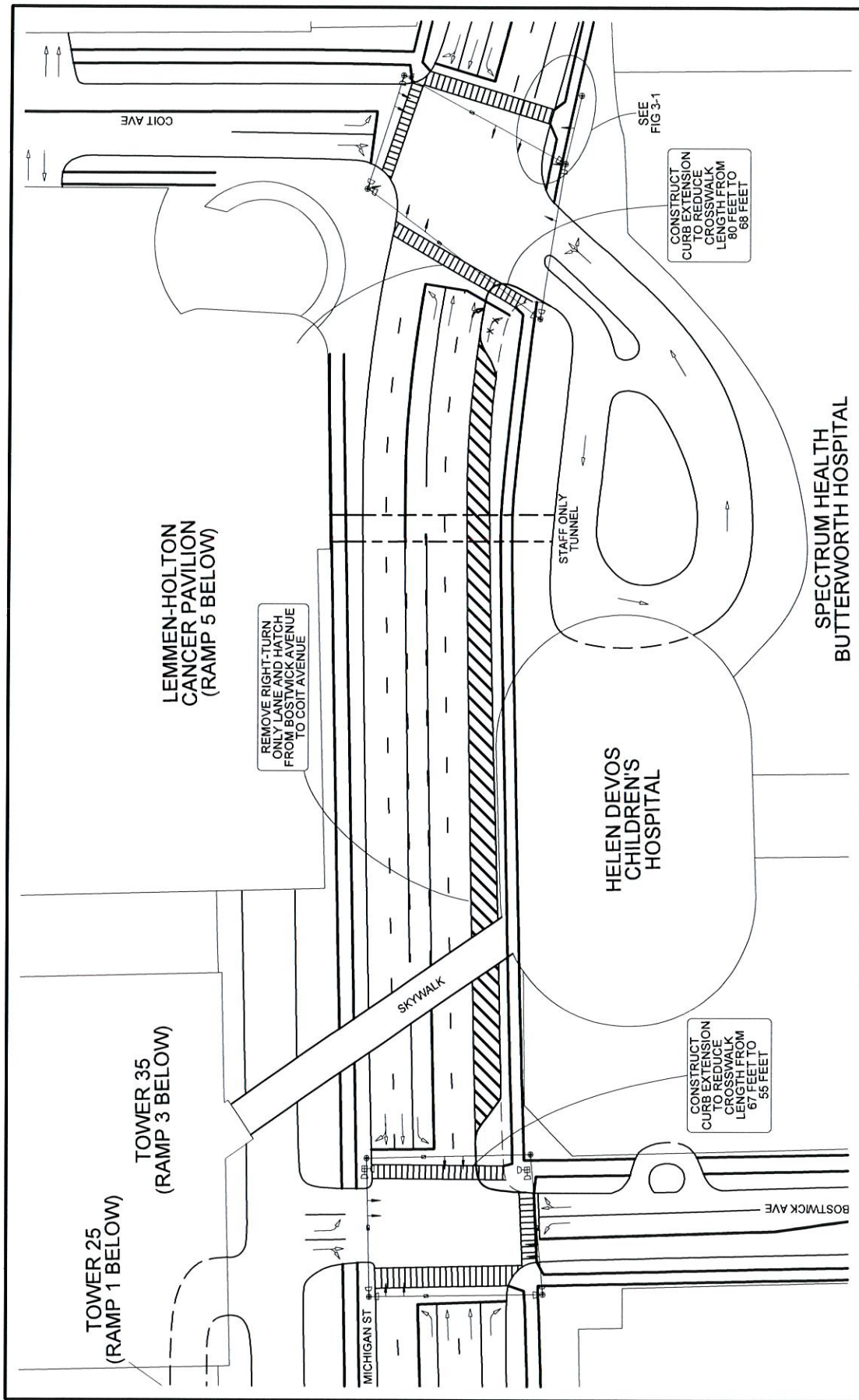
2. Shorten Selected Michigan Street Crosswalks Between Bostwick Avenue and Coit Avenue

It is recommended that the east leg crosswalk at the Michigan Street/Bostwick Avenue intersection and the west leg crosswalk at the Michigan Street/Coit Avenue intersection be shortened by 12 feet each by closing the eastbound Michigan Street right-turn lane located between Bostwick Avenue and Coit Avenue and constructing curb extensions. The outer eastbound Michigan Street through lane would be converted to a shared through/right-turn lane at the approach to Coit Avenue. It is recommended that the closed lane be hatched from Bostwick Avenue to Coit Avenue, which would provide emergency vehicle access in the hatched area as needed. **Figure 3-3** depicts the lane closure.

For longer-term recommendations one and two above, a 12-foot reduction in crossing distance would shorten the crossing distance by 15% to 18%. An additional benefit of reducing the crossing distances is that the pedestrian crossing timings could be shortened (if both Michigan Street crossing distances at the same intersection were reduced), which would provide the opportunity to increase green time for Michigan Street traffic.

3. Install Additional NO TURN ON RED Signs

Four "NO TURN ON RED – WHEN PEDESTRIANS PRESENT" signs are posted in the study area – two at the Michigan Street/Coit Avenue intersection (for westbound right-turners and southbound right-turners) and two at the Michigan Street/Barclay Avenue intersection (for eastbound right-turners and westbound right-turners). At each of these locations it is recommended that a second "NO TURN ON RED – WHEN PEDESTRIANS PRESENT" sign be installed. The MMUTCD, Section 2B.54 states that "When used the NO TURN ON RED sign shall be located above or adjacent to the traffic signal or as close as possible, to the point where the turn is made, or both locations, so that one or more of the signs are visible to a driver intending to turn, at the point where the turn is made, as per Section 257.612 (5) of the Michigan Vehicle Code", particularly in this case since existing "NO TURN ON RED" signs are on sign posts at street level. It is recommended that the new signs be installed on either span wires (Michigan Street/Coit Avenue intersection) or mast arms (Michigan Street/Barclay Avenue intersection). **Figure 3-4** depicts the recommended locations of the new signs.



	 SPECTRUM HEALTH		SPECTRUM HEALTH - MEDICAL CENTER PEDESTRIAN SAFETY STUDY EASTBOUND MICHIGAN STREET RIGHT-TURN LANE CLOSURE TO SHORTEN SELECTED CROSSWALKS	FIGURE 3-3
	FINAL 08/19/13			

M:\PROJECTS\254462CADD\TRAFFIC\FIG 3-3 EASTBOUND MICHIGAN STREET RIGHT-TURN LANE CLOSURE TO SHORTEN CROSSWALK LENGTHS AT BOSTWICK AND COIT







Downtown Grand Rapids Ambassador Program September & October 2016



Hospitality Highlights



Rick & Marcia prep for a tv spot



Abbie talks with a customer on Monroe Center

Place Holder

September and October saw an increase in pedestrian traffic with the onset of Art Prize 2016. The event often brings large crowds of school kids throughout the week days and visitors throughout the evenings and weekends.

Feedback

Hi I was downtown yesterday and came across your employee Joshua Collins on the sidewalk. I appreciated his work and wanted you to know he is doing a good job!

thanks!

QUICK VIEW

Sep 01, 2016 -- Oct 31, 2016

- 5** Suspicious Package
- 9** Request for Police
- 12** Suspicious Person
- 13** Request for Fire/EMS
- 17** Panhandling - Aggressive
- 20** Motorist Assist
- 24** Observation - Fighting
- 27** Umbrella Escorts
- 59** Panhandling - Passive
- 78** Bicycle (miles)
- 96** Business Contact
- 761** Safety Escort
- 1097** Sidewalk Violation (skateboarding/Bicycling/Rollerblading)
- 1316** Outreach Contact
- 3859** PA - Directions
- 7980** PA - Information
- 1468** PA - Program Information
- 26864** PA - Other

Beautification



Ellen waters the new planters along Ottawa Ave.



Rick uses the Billy Goat to remove confetti from Monroe Center

Accomplishments

Our horticulture team continues their efforts in watering the planters, trimming the plants and mitigating issues that have come up (like plants getting trampled).

Art Prize 2016 brought large crowds into the downtown and with the crowds we saw a large increase in trash collection with an extra 500 bags being picked up each month by the ambassador program; this doesn't count any trash, recycling or compost collected by the public works department.

Feedback

Constantly, we have clients visiting from out of town and one of the first things they say is how clean downtown Grand Rapids is. Joshua Collins, I had the chance in meeting today. Very nice, and respectful. Respectfully,

Dan Waskiewicz

QUICK VIEW

Sep 01, 2016 -- Oct 31, 2016

1710 Graffiti - Removed

1887 Weed Abatement (block faces)

3253 Trash (Bags collected)

7780 Planters Watered

Special Projects



Rebecca & Melvin deliver the first wave of the new art cans



Melvin works to install the art on the new cans

Accomplishments

Special projects focused their efforts on repainting and deploying additional trash cans throughout the downtown. While the cans were designed to help provide additional infrastructure during Art Prize they will be permanent installations throughout the district.

We also focused our efforts on finishing up the Art Can project designed to enhance the South Division corridor with trash cans with art installed that would replace existing cans and fill some of the identified gaps in that area as well.

QUICK VIEW

Sep 02, 2016 -- Oct 31, 2016

- 21.5** Backpack Blower (hours)
- 24.5** Billy Goat Hours
- 32** Power Washing (block faces)
- 68.9** ATLV Hours

Highlights



Rebecca wipes off a cigarette urn



Marcia changes a trash bag on Monroe Center



New Logos for the brutes promoting the SORT program



Evangeline trains Betsy on clean operations

Statistics

Equipment Usage	Activities	Sept. 2016 Totals	Sept. 2015 Totals	Variance
	ATLV Hours	27.9	NA	27.9
	Backpack Blower (hours)	2	NA	2
	Bicycle (miles)	66	169	-103
	Billy Goat Hours	1	NA	1
	Segway Hours	1	39	-38
Engagement	Business Contact	56	147	-91
	Graffiti - Removed	555	59	496
	Motorist Assist	14	11	3
	Observation - Fighting	7	16	-9
	Outreach Contact	765	2304	-1539
	PA - Directions	2161	6038	-3877
	PA - Information	5081	10310	-5229
	PA - Other	14105	15876	-1771
	PA - Program Information	736	3655	-2919
	Panhandling - Aggressive	8	119	-111
	Panhandling - Passive	17	85	-68
	Planters Watered	4970	NA	4970
	Power Washing (block faces)	32	NA	32
	Request for Fire/EMS	4	27	-23
	Request for Police	1	14	-13
	Safety Escort	625	4103	-3478
	Sidewalk Violation	636	1395	-759
	Suspicious Package	4	5	-1
	Suspicious Person	1	129	-128
	Trash (Bags collected)	1529	323	1206
	Umbrella Escorts	4	33	-29
	Weed Abatement	858	NA	858
	Totals	32169	44649	-12480

Statistics overview for September 2016 and 2015 shows the ambassador program down over 12,000 contacts from the same period last year. Recruiting for the team has been a constant challenge and we unfortunately went into Art Prize understaffed.

Equipment Usage	Activities	Oct. 2016 Totals	Oct. 2015 Totals	Variance
	ATLV Hours	41	NA	41
	Backpack Blower (hours)	19.5	NA	19.5
	Bicycle (miles)	12	56.2	-44.2
	Billy Goat Hours	23.5	NA	23.5
	Segway Hours	0	16	-16
Engagement	Business Contact	40	279	-239
	Graffiti - Removed	1155	181	974
	Motorist Assist	6	23	-17
	Observation - Fighting	17	34	-17
	Outreach Contact	551	1387	-836
	PA - Directions	1698	2582	-884
	PA - Information	2899	3853	-954
	PA - Other	12759	7208	5551
	PA - Program Information	732	1326	-594
	Panhandling - Aggressive	9	137	-128
	Panhandling - Passive	42	58	-16
	Planters Watered	2810	NA	2810
	Power Washing (block faces)	2	NA	2
	Request for Fire/EMS	9	25	-16
	Request for Police	8	12	-4
	Safety Escort	136	347	-211
	Sidewalk Violation	461	426	35
	Suspicious Package	1	3	-2
	Suspicious Person	11	61	-50
	Trash (Bags collected)	1724	221	1503
	Umbrella Escorts	23	23	0
	Weed Abatement	1029	NA	1029
	Totals	26122	18186	7936

Statistics overview for October 2016 and 2015 shows the ambassador program up almost 8,000 contacts from the same period last year. The team was much closer to being fully staffed this month and the warmer weather helped to keep people out and about throughout downtown.