

**MEETING OF THE  
DOWNTOWN DEVELOPMENT AUTHORITY**

**Wednesday, September 11, 2013**

**8:30 a.m. Meeting**

**Room 601, City Hall**

**UPDATED AGENDA 09/09/13**

1. Call to order
2. Approval of meeting minutes of August 14, 2013 (8:31).....*Motion*      *Harris*  
(enclosure)
3. Presentation of August 31, 2013 Financials (8:33).....*Motion*      *Wallace*  
(enclosure)
4. Authorize Snowmelt Contractor (8:40).....*Motion*      *DeClercq*  
(enclosure)
5. Award 2<sup>nd</sup> Monument Park Construction Package (8:50).....*Motion*      *DeClercq*  
(enclosure)
6. Approval of Operating Agreement between DDA & DGRI (9:05)..... *Motion*      *Larson*  
(enclosure)
7. Development Area Liquor License Request – 16 Monroe Center NE (9:20).....*Motion*      *Pratt*  
(enclosure)
8. Executive Director’s Report (9:25).....*Info Item*      *Larson*
9. Public Comment (9:30)
10. Board Member Discussion (9:35)
11. Adjournment

MEETING OF THE DOWNTOWN DEVELOPMENT AUTHORITY

August 14, 2013

1. Call to Order – The meeting was called to order at 8:32 a.m. by Chair Brian Harris.

2. Attendance

Present: Kayem Dunn, Dr. Wendy Falb, Jane Gietzen, Brian Harris, Mayor George Heartwell, Jim Talen, Rick Winn

Absent: Elissa Hillary

Others Present: Kristopher Larson (Executive Director), Mary Sierawski (DDA Executive Asst/Office Manager), Jana Wallace (DDA Treasurer), Richard Wendt (DDA Counsel), Eric Pratt, Tim Kelly, Kimberly VanDriel, Renata Horvath (staff), Jim Harger (Mlive Media Group), David Czurak (GRBJ) Pat Duperron (BDO), John Byl, Nick Koster (CWD Real Estate), Marty Richardson, John Wheeler (Orion), Tom Kirkpatrick, Michael Ellis, Mike Mraz, Kurt Hassberger (Rockford Construction), Marcia Warner (GRPL), and others.

3. Approval of Minutes of July 10, 2013

*Motion: Mayor George Heartwell, supported by Jim Talen, moved approval of the minutes of the July 10, 2013 DDA meeting as presented. Motion carried unanimously.*

4. Presentation of Preliminary June 30, 2013 Financials

Ms. Wallace provided preliminary financial statements for the fiscal year ending June 30, 2013, including: Statement A: Preliminary Balance Sheet; Statement B: Comparison of FY2013 Budget vs Preliminary Results; Statement C: Preliminary Statement of Project Expenditures; and Statement D: Preliminary Schedule of June, 2013 Expenditures.

The final FY2013 financial statements will be published as part of the DDA's FY2013 audited financial statements.

During June, the City Treasurer distributed the negative tax increment revenues and made adjustments for current and prior year property tax assessment appeals settled prior to July 1, 2013. There will be an additional adjustment for those appeals which were not settled prior to July 1, 2013.

*Motion: Jane Gietzen, supported by Mayor George Heartwell, moved to approve Statement D: Schedule of June 2013 Expenditures as recommended. Motion carried unanimously.*

5. FY13 Audit Preparation

Ms. Wallace introduced Pat DuPerron who will be conducting the audit for FY13. Ms. DuPerron introduced the City's engagement team who will be working on the city wide audit, including the DDA. Mr. DuPerron explained management's responsibilities, engagement objectives, and audit timeline. Ms. DuPerron explained to the Board what the audit process consists of and what they should be aware of. Ms. DuPerron pointed out some changes to the FY14 financial statements. Mr. Harris commented that this appears to be a best practice audit and Ms. DuPerron replied that this audit is a standard audit. Ms. Wallace added that she has notified Ms. DuPerron of the Downtown Grand Rapids Inc. transition as well as Ruth Lueders from the City and that a team is working through all of the transition matters to ensure transparency.

6. Approve Development Incentives for Morton House, 55 Ionia

Mr. Pratt presented a request for 55 Ionia Avenue NW. Mr. Pratt shared that the developer is requesting DDA assistance for the project. The incentive programs the developer would like to utilize are a BRIP grant, an Areaway Fill Program Grant, a Streetscape Improvement Grant, and the developer reimbursement program. Mr. Pratt introduced Kurt Hassberger and Mike Mraz from Rockford Construction to answer any questions. Mr. Hassberger said that he appreciates the Board considering the requests and said that this building is the last building on Monroe Center that needs renovation. The building will have one-hundred market rate housing units, retail, and a restaurant as part of the development. Mr. Mraz presented renderings of the building and shared that the plan includes a complete façade renovation, new windows, cleaning of the exterior and bricks, and an areaway fill. The building will be ADA accessible. Mr. Winn asked about the timing of the project. Mr. Hassberger replied that construction is set to begin this Fall. Mayor Heartwell added that this is an important and significant investment in the downtown and that this is going to be a challenging construction project and he commends the teams and supports this project. Mr. Talen asked about what sort of projections the developers are using to set the market rates. Mr. Mraz responded that the current numbers show approximately \$2 per square foot for market rate but that they will be doing more work to further understand the market. Mr. Harris asked about the streetscape improvements on Ionia Avenue. Mr. Hassberger replied that they would like to create a streetscape much more consistent with Monroe Center.

*Motion: Kayem Dunn, supported by Jane Gietzen, moved to approve a \$50,000 BRIP grant for the historic restoration of the façade; a \$35,000 Areaway Fill Program Grant for the vacation of an existing areaway along Ionia Avenue NW; a \$35,000 Streetscape Improvement Grant for a new sidewalk along Ionia Avenue; and Development Support to reimburse the developer for eligible costs associated with providing barrier-free access in the building and additional costs related to improvements within the public right-of-way in an amount not to exceed \$1,538,000. Motion carried unanimously.*

7. Approve Development Incentives for Trust Building, 40 Pearl

Mr. Pratt presented a request for 40 Pearl St. NW. Mr. Pratt shared that in addition to improvements to the building, the developer is proposing to repair and replace the two existing areaway caps and sidewalks along Pearl Street and Ottawa Avenue. This work will require the removal of the existing brick sidewalks. The developer plans to replace the brick sidewalks, but with a treatment that is similar to the pattern found in front of the two adjacent buildings along Ottawa Avenue. Mr. Pratt introduced John Byl and Nick Koster to answer any questions about the project. Mr. Koster shared that CWD is dedicated to the downtown and core of the city and that they purchased this building in December 2012 and are committed to restoring it to its former glory. Mr. Byl thanked the Board and DDA staff for their assistance throughout the process and reiterated that CWD is committed to the core of the city. Mr. Pratt added that this building was renovated thirty years ago and has never taken advantage of any DDA incentive programs. Mr. Talen asked about the twenty five jobs this project will create. Mr. Koster replied that they are mostly construction related positions. Mr. Harris added that this is a historical building and a great project and Dr. Falb added that she appreciates that the developers are committed to keeping the historical interior and exterior aspects of the building intact.

*Motion: Mayor Heartwell, supported by Kayem Dunn, moved to approve a \$50,000 BRIP grant for the historic restoration of the façade; a \$35,000 Streetscape Improvement Grant; and Development Support in the amount not to exceed \$236,500 for the repair and replacement of the areaway caps and streetscape improvements to the Pearl Street and Ottawa Avenue frontage of the building at 40 Pearl Street NW. Motion carried unanimously.*

8. Approve Building Reuse Incentives for 141 Ionia NW

Mr. Pratt presented a request for 141 Ionia Avenue NW. Mr. Pratt shared that the developer proposed to complete the project in two phases, and that this request is for phase two of the project. The grant proceeds would be used to reimburse the developer for certain ADA compliant improvements to the second floor, a portion of the public utility costs incurred as a part of phase one of the project and the installation of a new fire suppression system on the second floor. Mr. Pratt introduced the property owner, Michael Ellis. Mr. Ellis shared that he is representing the Midtown Investment Trust and that the concept for this project are executive suites. The project is moving forward and they are looking to obtain eleven tenants in the available spaces. Mayor Heartwell asked if there are any executive offices like this downtown. Mr. Ellis replied that there are other suites such as these within the downtown and explained the concept of executive suites.

*Motion: Mayor George Heartwell, supported by Rick Winn, moved to approve a second BRIP grant, of up to \$25,000, to reimburse Midtown Investment Trust for certain eligible*

*costs incurred as a part of the renovation of the second floor of the building at 141 Ionia Ave NW. Motion carried unanimously.*

9. Approve Building Reuse Incentives for 333 Grandville Ave.

Mr. Kelly presented a request for 333 Grandville Avenue. Mr. Kelly shared that given the unique style of the building, as well as its location along a prominent Downtown corridor, staff recommends approving the BRIP request to complete the exterior renovations. If approved, a Historic Preservation Easement will be executed with the property owner to ensure completed façade work is consistent with the standards set by the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings. Mayor Heartwell added that this building is very historical and in the past some big names in jazz performed there. Mr. Kelly added that the tenant is also proposing ground floor retail use.

*Motion: Jim Talen, supported by Kayem Dunn, moved to approve a \$30,472 Building Reuse Incentive Program Grant for 333 Grandville Avenue SW. Motion carried unanimously.*

10. Approve Development Support for 20 E. Fulton

Mr. Kelly presented a request for development support for 20 E. Fulton Street. Mr. Kelly introduced Karl Chew and John Byl to share more about this request. Mr. Chew shared that he wants to do a good job for downtown and Mr. Byl said that one of the things that makes this project unique is the 50/50 split between affordable and market rate housing. Mr. Kelly added that this is a very important project in the downtown and it fulfills the objectives of the 2011 Framework Plan. Mr. Kelly said that the developer is requesting reimbursement of 75% of the tax increment revenue generated from the project for a period of ten years in an amount up to \$300,000 and that the money will be used to cover the cost of one elevator to meet the requirements of the Michigan Construction Code and the Americans with Disabilities Act. Mr. Talen added that all of these projects that are being started near East Fulton are great and it will be a wonderful transformation in that area of the downtown. Mayor Heartwell said that Mr. Chew has done a lot to improve the downtown and that the quality of construction is exceptional. Mr. Larson added that the taxes generated by the commercial and market rate portion of the property will provide the basis for development support and added that layering tools is important to developments. Staff will be working on continuing to evolve the DDA's tools. Mr. Winn added that DDA staff is doing a great job at presenting all of the tools that the DDA Board can utilize. Mr. Harris added that this is an incredible agenda today and that he is impressed by the number of committed developers in Downtown Grand Rapids.

*Motion: Kayem Dunn, supported by Jane Gietzen, moved to approve the reimbursement request from the Developer of 20 East Fulton Street for up to \$300,000 over a 10-year period through the Development Support Program. Motion carried unanimously.*

11. Approve Development Incentives for Arena Place

Mr. Larson shared that the Arena South visioning plan worked with the community to create conditions in which the DDA could utilize to depart themselves of the Arena South properties. The Parking Area One site was listed for sale and a one-year option on the property was awarded to Arena Place Development, LLC. Mr. Larson shared that development support is the best tool for this project and said that the Board is being asked to extend the term of development support to fifteen years instead of ten years. The reimbursement schedule and corresponding thresholds of the Program were designed as a mechanism to help offset the costs associated with eligible activities within real property investments, while allocating a portion of the capture (25%) to be used by the DDA toward other Downtown-wide investment priorities. Mr. Larson shared that an exception is being requested in order to bridge the gap and to recognize that this project is well in line with the community's vision, urban form, and the creation of new jobs. Mr. Larson introduced John Wheeler from Orion Construction and he presented renderings of Arena Place and thanked Mr. Wendt and DDA staff for their assistance throughout this project. Mr. Wheeler shared that Arena Place will have a restaurant, office space, and seventy-five market rate apartments as well as underground parking. Mr. Wheeler also shared that Hanon McKendry is bringing their Colorado Springs group to Grand Rapids and locating their offices in Arena Place. The project should begin in December or January and take approximately fifteen months. This project combines all aspects of mixed-use. Dr. Falb asked if the motion should reflect that we are amending the development support policy for Arena Place. Ms. Dunn responded that we are making an exception and the motion should reflect that. Mr. Talen asked what precedent this would set for other development projects. Ms. Dunn replied that the Board has made exceptions before, including the J.W. Marriott, and that this is not a new action and reiterated that we need to re-evaluate the tools available to ensure that they best serve the needs of the downtown. Mr. Pratt added that change in Brownfield legislation spurred on this conversation of adjusting the development support incentives. Mr. Larson expanded on this subject. Mr. Harris added that the Board needs to discuss the criteria if changes are to be made and that Mr. Talen brings up a good point about setting a precedent. Mr. Winn added that he's supportive of the idea of reviewing all of the tools that the DDA offers to obtain a more comprehensive understanding. Mayor Heartwell added that Jeff Speck visited Grand Rapids and that he encouraged the Mayor to look at the city in a whole new way and stressed the importance of filling gaps in the streetscape and added that the Arena Place project and the 20 E. Fulton project are both amazing additions to our downtown and assist to fill the gaps and he is pleased to support both.

*Motion: Kayem Dunn, supported by Mayor George Heartwell, moved to approve the reimbursement request from the Developer of 158 Weston Street SW for up to \$3.18 M over a 15-year period through the DDA's Development Support Program. The 15-year period reflects an adjustment to the development support program in the amount of five additional years of development incentives. Motion carried unanimously.*

12. Authorize Contracting with Safety Ambassador Provider

Mr. Larson presented information about the Safety Ambassador Provider and Program. The Safety Ambassador program was an effort requested by the former DDA Experience Action Group. Most recently, a budgetary allocation of \$300,000 was included and approved within the DDA's five-month Priority Planning process. The Downtown Alliance released a Request for Proposals (RFP) for the new Safety Ambassador Program for Downtown Grand Rapids Inc. The RFP offered interested firms thirty days to respond and three proposals were received. The group tasked with choosing the firm was composed of staff from the Downtown Alliance and the DDA and three community volunteers. Based on the criteria, the review team offered a unanimous recommendation to select Block by Block (BBB). Mr. Larson shared that Safety Ambassadors are people trained to respond to up to twenty different interactions with people on the street and will be an augmentation to the clean team. Ms. Dunn asked what the Board could anticipate as far as cost moving forward. Mr. Larson replied that this program is on the Priority Plan and the total cost for the first year is \$300,000. After the first year, the program will be evaluated for its effectiveness. Ms. Dunn asked how we will be able to tell if the program is effective. Mr. Larson replied that activity metrics, interactions with property owners, police reports, and gathering data on the perception of safety within the downtown will all be used to measure the effectiveness of the program. Mr. Winn asked how many employees there will be. Mr. Larson replied six to eight and that hiring locally is a potential. Mr. Winn asked if this program will be working with Experience Grand Rapids' ambassador training program. Mr. Larson replied that each program is different and that there could be opportunity for working collaboratively on some things. Ms. Gietzen asked if the Grand Rapids Police Department has weighed in. Mr. Larson replied that yes and that there will be a close relationship between the ambassadors and the police department. Mr. Harris asked about possible measurements and perception surveys. Mr. Larson said that would most likely be a pre-test, post-test model. Mr. Harris asked if this will be a home grown program at some point. Mr. Larson replied that a national firm was chosen and that it is beneficial because Block by Block can import information from sixty-five other cities throughout the country that are utilizing Block by Block's services. Mr. Larson also added that no local firms replied to the RFP. Mr. Talen contributed that it's important that the ambassador team be diverse and local. Mr. Larson said that he agrees but that the hiring and filtering process is very specific and that Block by Block knows the attributes that makes an ambassador successful and will be handling the hiring. Ms. Gietzen asked what the pay rate is for the ambassadors. Mr. Larson replied that it will be above minimum wage and relative to local conditions.

*Motion: Jane Gietzen, supported by Rick Winn, moved to authorize the DDA Executive Director to negotiate terms with Block by Block consistent with the intent of the program and the budgetary allocation. Once the contract is reviewed by DDA legal counsel, authorize the DDA Board Chair to execute the agreement. Motion carried unanimously.*

13. Approval of First Amendment to Ground Lease and Estoppel Certificate for Downtown Market

Mr. Harris informed the Board that Agenda item twelve has been removed from the agenda at this time.

14. Public Comment

Scott Atchison dropped off information to the Board concerning a Visitors Center.

15. Board Member Discussion

Mr. Larson shared the dates and times of the upcoming Downtown Speaker Series and Movies in the Park. The Downtown Speaker Series is on August 29<sup>th</sup> and features Mitchell Silver and the next two August dates for Movies in the Park are August 16<sup>th</sup> and August 23<sup>rd</sup>. Mr. Larson shared that more information can be found on the Downtown Grand Rapids Inc. Facebook page.

Mr. Harris shared that Mr. Larson completed his first year of service on August 1<sup>st</sup>. Mr. Harris and Ms. Dunn conducted a one-year review for Mr. Larson. Ms. Dunn added that the most succinct comment from a member of the search committee was that they hit a 'homerun' with hiring Mr. Larson and that he has done an excellent job during his first year. Mr. Larson has brought on an energetic staff and has been incredible in re-energizing the community as well as bringing the community together on various occasions such as the Blue Bridge Public Participation sessions, the State Street weekend, and the Arena South project. Mr. Larson has helped to increase the vitality Downtown through all of the various events and activities as well as enhanced the discourse and discussion of the community. Ms. Dunn added that this particular August agenda is truly impressive and that Mr. Larson and his staff are to be commended. Ms. Dunn closed by saying that Mr. Larson has done a wonderful job educating the Board and has assisted the Board in giving them a broader perspective.

Mr. Larson thanked the Board and also thanked his staff. Mayor Heartwell asked about compensation and Mr. Harris replied that there is a draft agreement in place and approval is conducted through the budgeting process.

16. Executive Session

Mr. Harris made a motion to go into Executive Session. Mr. Harris conducted roll call and group went into private session.

*Motion: Kayem Dunn, supported by Jane Gietzen, moved to go into Executive Session. Motion supported unanimously.*

17. Adjournment

The meeting adjourned at 10:37 a.m.

# MEMORANDUM

CITY OF GRAND RAPIDS · DOWNTOWN DEVELOPMENT AUTHORITY

**Agenda Item 3.  
September 11, 2013  
DDA Meeting**

DATE: September 6, 2013

TO: Brian Harris  
Chairman

FROM: Jana M. Wallace   
Downtown Development Authority Treasurer

**SUBJECT: FY2014 Financial Statements through August 31, 2013**

Attached are the interim FY2014 financial statements for the two month period ended August 31, 2013.

The attached statements include:

Statement A: Balance Sheet

Statement B: Comparison of FY2014 Budget vs Results

Statement C: Statement of Project Expenditures

Statement D: Schedule of July and August, 2013 Expenditures

These FY2014 statements have been reformatted to match the formatting of the Authority's FY2014 through FY2018 Priority Plans. In August, the City Treasurer distributed the summer ad valorem tax increment revenues. Otherwise, there was little financial activity during this two month period.

Please contact me at 616-456-4514 or [jwallace@grcity.us](mailto:jwallace@grcity.us) if you have any questions.

Attachments

# STATEMENT A

## DOWNTOWN DEVELOPMENT AUTHORITY

### Balance Sheet August 31, 2013

	Non-Tax Funds	Debt Increment	Local Tax Increment	TOTAL
<b>ASSETS</b>				
Pooled Cash and Investments	\$ 3,989,366	\$ 9,594,315	\$ 7,266,937	\$ 20,850,618
Petty Cash	-	-	200	200
Debt Service Reserve Fund	-	5,398,923	-	5,398,923
Accounts Receivable	9,395	-	-	9,395
Loan Receivable - Project Developer	898,848	-	-	898,848
Loan Receivable - Special Assessments	22,104	-	-	22,104
General Fixed Assets	-	-	90,336,450	90,336,450
Future Tax Increment Revenues Anticipated	-	32,806,507	266,250	33,072,757
<b>TOTAL ASSETS</b>	<b>\$ 4,919,713</b>	<b>\$ 47,799,745</b>	<b>\$ 97,869,837</b>	<b>\$ 150,589,295</b>
<b>LIABILITIES AND FUND EQUITY</b>				
<b>Liabilities</b>				
Current Liabilities	\$ 12,152	\$ -	\$ 638	\$ 12,790
Parking Revenue Payable	13,315	-	-	13,315
Project Increment Due to Developers	-	-	47,216	47,216
Due to Other Governmental Units	-	3,318,364	-	3,318,364
Debt Increment Reimbursement Payable	-	1,510,716	-	1,510,716
Deposit - Area 1 and Area 5 Options to Buy	100,000	-	-	100,000
Net Retiree Health Care Obligation <sup>1</sup>	-	-	(5,891)	(5,891)
Prior Year Property Tax Appeals	-	326,908	177,013	503,921
Deferred Revenue - Developer Loan	898,848	-	-	898,848
Contract Payable	-	-	266,250	266,250
Bonds Payable	-	32,806,507	-	32,806,507
<b>TOTAL LIABILITIES</b>	<b>1,024,315</b>	<b>37,962,495</b>	<b>485,226</b>	<b>39,472,036</b>
<b>Fund Balance / Equity:</b>				
Investments in General Fixed Assets	-	-	90,336,450	90,336,450
Non-Tax Increment Reserve	3,275,315	-	-	3,275,315
Reserve for Authorized Projects	-	-	5,596,245	5,596,245
Reserve for Brownfield Series 2012 Bonds	500,144	-	-	500,144
Reserve for Compensated Absences	-	-	6,869	6,869
Reserve for Eligible Obligations	-	9,572,250	-	9,572,250
Reserve for Encumbrances	119,939	-	1,445,047	1,564,986
Reserve for Long-Term Lease	-	265,000	-	265,000
<b>TOTAL FUND EQUITY</b>	<b>3,895,398</b>	<b>9,837,250</b>	<b>97,384,611</b>	<b>111,117,259</b>
<b>TOTAL LIABILITIES &amp; FUND EQUITY</b>	<b>\$ 4,919,713</b>	<b>\$ 47,799,745</b>	<b>\$ 97,869,837</b>	<b>\$ 150,589,295</b>

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 FY2014 Budget vs Actual Results Year to Date for July 1, 2013 - August 31, 2013

	Non-Tax Funds		Debt Tax Increment		Local Tax Increment	
	Budget	Actual	Budget	Actual	Budget	Actual
<b>REVENUES</b>						
Property Tax Increment - General	\$ -	\$ -	\$ 7,514,281	\$ 6,982,316	\$ 3,962,583	\$ 3,267,040
Property Tax Increment - Transit Millage	-	-	-	-	384,350	384,350
Property Tax Increment - Prior Year Appeals	-	-	(200,000)	-	(50,000)	-
Property Tax Increment - Rebates to City / ITP	-	-	-	-	(126,050)	-
Special Assessments	15,000	-	-	-	-	-
Brownfield Authority - Grandville Avenue	-	-	-	-	21,542	-
Interest on Investments - General	29,665	(9,647)	15,000	-	40,687	(31,503)
Interest on Investments - The Gallery Note	40,448	-	-	-	-	-
Miscellaneous Fees / Reimbursements	-	-	-	-	10,000	450
Property Rental - DASH Parking Lots	355,000	51,099	-	-	-	-
Property Rentals - Winter Avenue Building	9,000	-	-	-	-	-
Property Rentals - YMCA Customer Parking	52,000	8,450	-	-	-	-
From / (To) Fund Balance	1,002,387	-	(15,000)	-	2,324,920	-
<b>TOTAL REVENUES</b>	<b>\$ 1,503,500</b>	<b>\$ 49,902</b>	<b>\$ 7,314,281</b>	<b>\$ 6,982,316</b>	<b>\$ 6,568,032</b>	<b>\$ 3,620,337</b>
<b>EXPENDITURES</b>						
Investment - Planning and Infrastructure						
Development Incentive Programs	\$ -	\$ -	\$ -	\$ -	\$ 1,395,000	\$ -
Transit Projects - Transit Millage Funded	-	-	-	-	1,228,000	17,412
Planning	70,000	1,083	-	-	225,000	-
Public Infrastructure	-	-	-	-	2,361,952	266
Investment Total	\$ 70,000	\$ 1,083	\$ -	\$ -	\$ 5,209,952	\$ 17,678
Livability - Residents / Workers / Neighborhood	527,500	693	-	-	346,730	-
Vibrancy - Attracting Visitors	754,500	36,405	-	-	-	-
Miscellaneous	150,000	11,522	-	-	2,500	291
<b>Total Alliance Projects</b>	<b>\$ 1,502,000</b>	<b>\$ 49,703</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5,559,182</b>	<b>\$ 17,969</b>
Administration	1,500	532	-	-	800,000	70,091
Debt Service for Bond Issues	-	-	5,471,600	-	208,850	-
Estimated Capture to be Returned	-	-	1,842,681	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,503,500</b>	<b>\$ 50,235</b>	<b>\$ 7,314,281</b>	<b>\$ -</b>	<b>\$ 6,568,032</b>	<b>\$ 88,060</b>
<b>EXCESS / (DEFICIT)</b>	<b>\$ -</b>	<b>\$ (333)</b>	<b>\$ -</b>	<b>\$ 6,982,316</b>	<b>\$ -</b>	<b>\$ 3,532,277</b>

## STATEMENT C

## DOWNTOWN DEVELOPMENT AUTHORITY

## Statement of Current Project Expenditures

As of August 31, 2013

Project Title	Project Budgets		EXPENDITURES			Available Budget
	%	Cost	Month	Fiscal Year	All Years	
Areaway Fill Program (ARIP)		\$ 35,000 <sup>1,2</sup>	\$ -	\$ -	-	\$ 35,000
Building Re-use Incentive Program (BRIP)		500,000 <sup>1,2</sup>	-	-	-	500,000
Development Project Reimbursements		810,000 <sup>1,2</sup>	-	-	-	810,000
Streetscape Improvement Incentive Program		50,000 <sup>1,2</sup>	-	-	-	50,000
<b>Investment - Development Incentives Sub-Total</b>	<b>13.70%</b>	<b>\$ 1,395,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>	<b>\$ 1,395,000</b>
Amtrak Station Relocation		800,000	-	-	-	800,000
DASH North Shuttle Purchases		112,500	-	-	-	112,500
Jefferson Ave - Cherry to Fulton - ITP Share		353,000	17,412	17,412	17,412	335,588
<b>Investment - Transit Millage Funded Sub-Total</b>	<b>12.43%</b>	<b>\$ 1,265,500</b>	<b>\$ 17,412</b>	<b>\$ 17,412</b>	<b>\$ 17,412</b>	<b>\$ 1,248,088</b>
Downtown Plan		325,000	-	-	-	325,000
<b>Investment - Planning Sub-Total</b>	<b>3.19%</b>	<b>\$ 325,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 325,000</b>
Arena South Implementation		550,000	-	-	-	550,000
Bridge Street Streetscape Improvs		375,000	-	-	-	375,000
GR/Indiana Railroad Bridge Capital Repairs		791,952	-	-	97,370	694,582
Grand River Activation		332,435	-	-	132,435	200,000
Ionia Ave 9 - Buckley St to Wealthy St		886,673	-	-	561,673	325,000
Jefferson Avenue - Cherry to Fulton - Non-ITP		440,588	157	157	45,745	394,843
Monroe Center - Phase 3		725,000	109	109	128,981	596,019
State Street - Jefferson to Lafayette		450,000	-	-	-	450,000
<b>Investment - Public Infrastructure Sub-Total</b>	<b>44.69%</b>	<b>\$ 4,551,648</b>	<b>\$ 266</b>	<b>\$ 266</b>	<b>\$ 966,204</b>	<b>\$ 3,585,444</b>
Arena South Parking Mnmt Study		40,000 <sup>1,3</sup>	-	-	-	40,000
Downtown Speakers Series		30,000 <sup>1,3</sup>	1,083	1,083	-	28,917
<b>Investment - Non-Tax Supported Sub-Total</b>	<b>0.69%</b>	<b>\$ 70,000</b>	<b>\$ 1,083</b>	<b>\$ 1,083</b>	<b>-</b>	<b>\$ 68,917</b>
Accessibility and Mobility Repairs		10,000 <sup>1,2</sup>	-	-	-	10,000
Bicycle Friendly Improvements		105,000 <sup>1,2</sup>	-	-	-	105,000
Gateway Signage		20,000 <sup>1,2</sup>	-	-	-	20,000
Riverwalk Wayfinding Sign System		80,915	-	-	25,915	55,000
Seward Ave Non-Motorized Facility		56,730	-	-	-	56,730
Skywalk Wayfinding Sign Improvements		69,842	-	-	19,842	50,000
Snowmelt System Repairs / Investigation		510,075	-	-	260,075	250,000
Urban Recreation Plan		290,000	-	-	-	290,000
<b>Livability - Local Tax Supported Sub-Total</b>	<b>11.22%</b>	<b>\$ 1,142,562</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 305,832</b>	<b>\$ 836,730</b>
Division Ave Task Force Implemntn		15,000 <sup>1,3</sup>	-	-	-	15,000
Downtown Safety Ambassadors		300,000 <sup>1,3</sup>	-	-	-	300,000
Project and Fixed Asset Maintenance		50,000 <sup>1,3</sup>	693	693	-	49,307
Riverwalk Maintenance		60,000 <sup>1,3</sup>	-	-	-	60,000
Stakeholder Engagement Program		5,000 <sup>1,3</sup>	-	-	-	5,000
Street Trees Maintenance Program		10,000 <sup>1,3</sup>	-	-	-	10,000
Transportation Demand Mnmt Prog		85,000 <sup>1,3</sup>	-	-	-	85,000
Winter Avenue Building Lease		2,500 <sup>1,3</sup>	-	-	-	2,500
<b>Livability - Non-Tax Supported Sub-Total</b>	<b>5.18%</b>	<b>\$ 527,500</b>	<b>\$ 693</b>	<b>\$ 693</b>	<b>-</b>	<b>\$ 526,807</b>
Bridge Lighting Operations		10,000 <sup>1,3</sup>	-	-	-	10,000
DGRI Event Production		25,000 <sup>1,3</sup>	2,564	2,564	-	22,436
Diversity/Inclusion Programming		10,000 <sup>1,3</sup>	-	-	-	10,000
Downtown Marketing		200,000 <sup>1,3</sup>	-	-	-	200,000
Downtown Workforce Program		15,000 <sup>1,3</sup>	-	-	-	15,000
Holiday Décor Program		50,000 <sup>1,3</sup>	-	-	-	50,000
Major Event Sponsorship		80,000 <sup>1,3</sup>	25,000	25,000	-	55,000
Rosa Parks Circle Skating Operations		42,000 <sup>1,3</sup>	-	-	-	42,000
Special Events - Grants		50,000 <sup>1,3</sup>	-	-	-	50,000
Special Events - Office of		100,000 <sup>1,3</sup>	-	-	-	100,000
State of Dntn Event & Annual Reports		17,500 <sup>1,3</sup>	-	-	-	17,500
Ticketed Events - Police Services		80,000 <sup>1,3</sup>	8,841	8,841	-	71,159
Wayfinding Sign Maintenance		75,000 <sup>1,3</sup>	-	-	-	75,000
<b>Vibrancy Support Sub-Total</b>	<b>7.41%</b>	<b>\$ 754,500</b>	<b>\$ 36,405</b>	<b>\$ 36,405</b>	<b>-</b>	<b>\$ 718,095</b>
Downtown Market Administrative Costs		2,500 <sup>1,2</sup>	291	291	-	2,209
<b>Misc - Local Tax Supported Sub-Total</b>	<b>0.02%</b>	<b>\$ 2,500</b>	<b>\$ 291</b>	<b>\$ 291</b>	<b>-</b>	<b>\$ 2,209</b>
Experience - Miscellaneous		100,000 <sup>1,3</sup>	-	-	-	-
Offices Re-Location		50,000 <sup>1,3</sup>	11,522	11,522	-	38,478
<b>Misc - Non-Tax Supported Sub-Total</b>	<b>1.47%</b>	<b>\$ 150,000</b>	<b>\$ 11,522</b>	<b>\$ 11,522</b>	<b>-</b>	<b>\$ 38,478</b>
<b>TOTAL</b>	<b>100.00%</b>	<b>\$10,184,210</b>	<b>\$ 67,672</b>	<b>\$ 67,672</b>	<b>\$ 1,289,448</b>	<b>\$ 8,744,768</b>

Note 1: Current year (FY2014) budget only.

Note 2: Paid from local tax increment.

Note 3: Paid from non-tax funds.

**STATEMENT D**  
**DOWNTOWN DEVELOPMENT AUTHORITY**  
**Schedule of Expenditures**  
**July and August, 2013**

Source	Vendor	Purpose / Project	Description	Amount
Local	Paychex	Administration	DGRI payroll, taxes, 401(k) - August, 2013	\$ 45,968.00
Local	Paychex	Administration	DGRI payroll, taxes, 401(k) - July, 2013	27,048.18
Non Tax	Experience Grand Rapids	Major Event Sponsorship	2013 Restaurant Week Sponsor	20,000.00
Local	City Treasurer - City Engineer	Jefferson Ave - Cherry to Fulton	Design engineering services - 07/01-07/31/2013	17,411.65
Non Tax	City Treasurer - Police Department	Ticketed Events - Police Services	Pedestrian safety - June 2013	8,841.25
Non Tax	Interphase Office Interiors, Inc.	Offices Re-Location	Office systems for new space - 50% downpayment	7,390.00
Local	Priority Health	Administration	Health insurance - August, September, October 2013	7,293.98
Local	City of Grand Rapids	Administration	Staff services - August, 2013	5,277.50
Non Tax	Celebration on the Grand	Major Event Sponsorship	2013 Celebration on the Grand sponsorship	5,000.00
Local	Dickinson Wright PLLC	Administration	Legal services - DGRI formation June 2013	4,924.00
Non Tax	Concept Design	Offices Re-Location	Interior design services - 06/01-07/28/2013	4,131.75
Local	Priority Health	Administration	Health insurance - July 2013	2,805.48
Local	City Treasurer - Risk Management	Administration	General insurance - August 2013	2,348.00
Local	City Treasurer - Risk Management	Administration	General insurance - July 2013	2,343.00
Local	City Treasurer - Budget Office	Administration	Support services allocation - July 2013	2,265.87
Local	City Treasurer - Budget Office	Administration	Support services allocation - August 2013	2,265.83
Local	City of Grand Rapids	Administration	Staff services - July, 2013	1,890.85
Non Tax	Fifth Third Bank - Procurement Card	DGRI Event Production	Supplies - Movies in the Park	1,822.15
Local	City Treasurer - Facilities Mgmt	Administration	Office space & maintenance - July 2013	1,563.52
Local	Dickinson Wright PLLC	Administration	Legal services - sale of lot 1 June 2013	1,383.20
Non Tax	Fifth Third Bank - Procurement Card	Downtown Speakers Series	Supplies - Downtown Speaker Series	1,068.70
Local	Dickinson Wright PLLC	Administration	Legal services - DGRI Task Force June 2013	1,001.00
Local	City Treasurer - Fiscal Services	Administration	Half share of actuarial study	900.00
Non Tax	City Treasurer - Water & Sewer	Project & Fixed Asset Maintenance	Wealthy St roundabout irrigation - January - July 2013	693.24
Local	City Treasurer - Parking Services	Administration	Parking - Exec Dir/Office Mgr/Proj Mgrs - July 2013	588.00
Local	City Treasurer - Parking Services	Administration	Parking - Exec Dir/Office Mgr/Proj Mgrs - August 2013	588.00
Local	City Treasurer - Parking Services	Administration	Parking - Exec Dir/Office Mgr/Proj Mgrs - Sept 2013	588.00
Local	Fifth Third Bank - Procurement Card	Administration	IDA Achievement Awards submissions	550.00
Non Tax	Kerkstra Portable Restroom Svc Inc.	DGRI Event Production	Portable restroom rental - Movies in the Park 08/02/2013	540.00
Local	Dickinson Wright PLLC	Administration	Legal services - misc matters June 2013	509.60
Local	American Planning Association	Administration	Membership - K. Larson 10/01/2013-09/30/2014	500.00
Local	The Employers' Association	Administration	Annual membership 06/19/2013-06/30/2014	500.00
Local	Small Business Assoc of Michigan	Administration	Dental insurance premiums 08/01-09/01/2013	473.59
Local	Dickinson Wright PLLC	Administration	Legal services - misc matters April 2013	364.00
Local	Dickinson Wright PLLC	Administration	Legal services - DGRI formation April 2013	327.60
Local	Fifth Third Bank - Procurement Card	Administration	SurveyMonkey Gold Plan	300.00
Local	Dickinson Wright PLLC	Downtown Market Admin Costs	Legal services - Downtown Market June 2013	291.20
Local	Dickinson Wright PLLC	Administration	Legal services - 29 Pearl NW lease June 2013	291.20
Non Tax	Fifth Third Bank - Procurement Card	Administration	Meeting supplies	272.17
Non Tax	Fifth Third Bank - Procurement Card	Administration	David Ginsburg visit - transportation	250.00
Local	Paychex	Administration	Payroll processing fees - July, 2013	244.00
Local	City Treasurer - Parking Services	Administration	Parking validations - July 2013	214.00
Local	Small Business Assoc of Michigan	Administration	Dental insurance premiums 09/01-10/01/2013	182.15
Local	Paychex	Administration	Payroll processing fees - August, 2013	170.91
Local	Kelly's Sign and Print Shop	Jefferson Ave - Cherry to Fulton St	Sign production June 2013	156.60
Local	Small Business Assoc of Michigan	Administration	Life insurance premiums 08/01-09/01/2013	118.40
Local	Small Business Assoc of Michigan	Administration	Life insurance premiums 09/01-10/01/2013	118.40
Non Tax	DDA Petty Cash	DGRI Event Production	Supplies - Movies in the Park	111.93
Local	Dickinson Wright PLLC	Administration	Legal services - DDA parklets June 2013	109.20
Local	Dickinson Wright PLLC	Monroe Center - Phase 3	Legal services - Monument/Veterans Parks June 2013	109.20
Non Tax	TJ Audio Assistance	DGRI Event Production	Audio services - Movies in the Park	90.00
Local	Integrity Business Solutions	Administration	Office supplies	55.34
Local	Adams Remco	Administration	Copier base rental - 07/11-08/11/2013	53.75
Local	DDA Petty Cash	Administration	DDA Board Meeting supplies	40.26
Local	JPMorganChase	Administration	Payroll account bank fees - July, 2013	40.10
Local	JPMorganChase	Administration	Payroll account bank fees - August, 2013	35.43
Local	Adams Remco	Administration	Black and white copies - 07/27-08/27/2013	25.02
Non Tax	DDA Petty Cash	Downtown Speakers Series	Supplies - Downtown Speaker Series	13.97
Non Tax	DDA Petty Cash	Administration	David Ginsburg visit - meeting supplies	9.96
<b>JULY AND AUGUST, 2013 EXPENDITURES</b>				<b>\$ 184,469.13</b>

Local - local tax increment funds

Non-tax - non-tax funds

# MEMORANDUM

CITY OF GRAND RAPIDS

DATE: September 5, 2013

TO: Kristopher Larson, AICP  
Downtown Development Authority  
Executive Director

FROM: Mark A. De Clercq, P.E. *MAD*  
City Engineer

**Agenda Item #4  
September 11, 2013  
DDA Meeting**

**SUBJECT: Repairs to the Snow Melt System in MONROE CENTER from  
Monroe Ave. to Division Ave.**

The above-captioned project consists of the replacement of loop valves for the entire Monroe Center Snow Melt System from Monroe Avenue to Division Avenue and the rehabilitation of deteriorated components of the Snow Melt Vault located at Ionia Avenue and Monroe Center. Ventilation upgrades to the vault to prevent future deterioration will also be included in the work. Eight spot repairs to the snow melt system were previously authorized by the DDA and completed in 2012.

Bids were received for this project on September 4, 2013, by the City Engineer's Office on behalf of the DDA. The Consultant's (Geotech, Inc. - Geotech) estimate is \$111,300 and Van Dyken Mechanical Inc. submitted a bid of \$99,790 (discounted bid same as bid). Reference the attached Equal Business Opportunity – Construction Worksheet regarding the applicable bid discounts for this project.

The estimated total expenditures of \$148,700 required for this project, which includes the costs of the construction contract, construction phase services by Geotech including subconsultant services by JDH Structural Engineering, Geotech's previously authorized design phase services, administration, and an approximate twelve percent allowance for contingencies are being financed by the Downtown Development Authority.

It is recommended that the construction contract for this project be awarded to Van Dyken Mechanical Inc. in the amount of \$99,790, with total expenditures not to exceed \$148,700; that the Executive Director of the DDA be authorized to execute said contract contingent upon review/approval by the DDA's special counsel; and that the DDA approve its share of costs in the amount of \$148,700. Further, it is recommended that staff (City Engineer's Office and the Executive Director of the DDA) be authorized to negotiate/execute any necessary changes in the scope of work, within the total authorized not-to-exceed expenditures, as the project proceeds through construction.

JB/meg

cc: Greg Sundstrom  
Eric DeLong

James Hurt

## SUMMARY OF ESTIMATED COSTS

for

**Repairs to the Snow Melt System in MONROE CENTER from Monroe Ave. to  
Division Ave.**

### Funding Source(s)

	<u>Currently Approved</u>	<u>Budget Requests</u>	<u>Revised Project Estimate</u>
Downtown Development Authority	\$0.00	\$0.00	\$148,700
Total Estimated Project Cost	\$0.00	\$0.00	\$148,700

### Breakdown of Project Uses

Construction Contract	\$99,790
Geotech's Previously Authorized Design Phase Services	12,950
Geotech's construction engineering/ inspection phase services, including subconsultant services	10,000
Administration	10,000
Sub-Total	\$132,740
Contingencies (12%)	15,960
TOTAL	\$148,700

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ITEM				ENGINEER'S		VAN DYKEN		PLEUNE SERVICE	
				ESTIMATE		MECHANICAL INC		COMPANY	
NO.	ITEM	UNIT	QUAN	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization, Maximum \$2,500.00	Lump Sum	1	\$ 2,500.00	\$ 2,500.00	\$ 2,150.00	\$ 2,150.00	\$ -	\$ -
2	Replace Loop Valves	Lump Sum	1	\$ 44,000.00	\$ 44,000.00	\$ 44,979.00	\$ 44,979.00	\$ -	\$ -
3	Remove and Re-set Flower Basket on Existing Bolts at a New Location	Lump Sum	1	\$ 1,000.00	\$ 1,000.00	\$ 715.00	\$ 715.00	\$ -	\$ -
4	Remove and Set Flower Basket on New Bolts	Lump Sum	1	\$ 2,000.00	\$ 2,000.00	\$ 1,210.00	\$ 1,210.00	\$ -	\$ -
5	Rehabilitate the Ellis Parking Loop	Lump Sum	1	\$ 3,500.00	\$ 3,500.00	\$ 828.00	\$ 828.00	\$ -	\$ -
6	Replace Vault Hatch	Lump Sum	1	\$ 4,000.00	\$ 4,000.00	\$ 1,660.00	\$ 1,660.00	\$ -	\$ -
7	Ladder-Up Safety Post	Lump Sum	1	\$ 600.00	\$ 600.00	\$ 425.00	\$ 425.00	\$ -	\$ -
8	Reconfigure Ventilation	Lump Sum	1	\$ 4,300.00	\$ 4,300.00	\$ 728.00	\$ 728.00	\$ -	\$ -
9	Replace the Expansion Tanks	Lump Sum	1	\$ 6,200.00	\$ 6,200.00	\$ 7,522.00	\$ 7,522.00	\$ -	\$ -
10	Pipe and Flange Renovation	Lump Sum	1	\$ 10,000.00	\$ 10,000.00	\$ 1,456.00	\$ 1,456.00	\$ -	\$ -
11	Vault Steel Renovation	Lump Sum	1	\$ 17,000.00	\$ 17,000.00	\$ 22,815.00	\$ 22,815.00	\$ -	\$ -
12	Heat Exchanger Bolt Replacement	Lump Sum	1	\$ 500.00	\$ 500.00	\$ 631.00	\$ 631.00	\$ -	\$ -
13	System Operator Interface Keyboard	Lump Sum	1	\$ 800.00	\$ 800.00	\$ 682.00	\$ 682.00	\$ -	\$ -
14	Rehabilitate Pavers	Lump Sum	1	\$ 3,500.00	\$ 3,500.00	\$ 3,338.00	\$ 3,338.00	\$ -	\$ -
15	Working System and Inhibitor	Lump Sum	1	\$ 11,400.00	\$ 11,400.00	\$ 10,651.00	\$ 10,651.00	\$ -	\$ -
	<b>Original Bid Amount (TOTAL)</b>				\$ 111,300.00		\$ 99,790.00		\$ -
	<b>Allowable Discount Points</b>						0.0		0.0
	<b>Allowable Discount Amount</b>						\$ -		\$ -
	<b>DISCOUNTED BID</b>						\$ 99,790.00		\$ -
	<b>Discounted BID Ranking</b>						1		2
									*Bid has been deemed non-responsive

Repairs to the Snow Melt System in MONROE  
CENTER from Monroe Ave to Division Ave

## EBO - Construction Worksheet

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	VAN DYKEN		PLEUNE SERVICE	
	MECHANICAL INC		COMPANY	
Original Bid Amounts (Total)	\$99,790.00		\$0.00	
Prosperous Economy (A)	MLBE:		MLBE:	
	N/A	\$0	N/A	\$0
Total Micro-LBE Participation	0.00%	\$ -	0.00%	\$ -
Micro-LBE Discount Points	0.0		0.0	
<b>SUMMARY:</b>				
Prosperous Economy (A)	0.0		0.0	
Social Equity (B)				
Prosperous Economy - Annual (C)				
Enriched Lives (D)				
Clean Environment (E)				
<b>TOTAL DISCOUNT POINTS</b>	0.0		0.0	
<b>Allowable Discount Points</b>	0.0		0.0	
Discount Amount	\$ -	\$ -		
Allowable Discount Amount	\$ -	\$ -		
<b>DISCOUNTED BID</b>	\$ 99,790.00	\$ -		
Discounted BID Ranking	1		2	
			*Bid has been deemed non-responsive	

# MEMORANDUM

CITY OF GRAND RAPIDS

DATE: September 5, 2013

TO: Kristopher Larson, AICP  
Downtown Development Authority  
Executive Director

FROM: Mark A. De Clercq, P.E. *MAD*  
City Engineer

**Agenda Item #5  
September 11, 2013  
DDA Meeting**

**SUBJECT: Reconstruction of Monroe Center from Division Avenue to  
Sheldon Avenue and Monument Park (Monroe Center Phase III)  
Bid Package 2**

This project consists of reinforced concrete sidewalk, brick pavers, concrete curb, masonry columns, granite cladding and coping, snow melt system, irrigation, landscaping, electrical, plumbing, drinking fountain, benches, bike loops, interpretive signage and litter receptacles in the area bounded by Division Avenue, Fulton Street and Sheldon Avenue. The Bid Package 1, currently under construction, included all removals on the site, relocation of the Soldier's Monument, replacement of water services and sanitary sewer laterals, ornamental street lights, Consumers Energy conduits and manholes.

Bids were received for Bid Package 2 on August 27, 2013, by the City Engineer's Office on behalf of the DDA. The Consultant's (O'Boyle, Cowell, Blalock & Associates, Inc. – OCBA) estimate is \$460,454.00, and Katerberg-Verhage Inc. (Katerberg-Verhage) submitted a bid of \$424,253.50 (discounted bid same as bid). Reference the attached Equal Business Opportunity – Construction Worksheet regarding the applicable bid discounts for this project. Katerberg-Verhage will be utilizing subcontractors in an amount of \$114,652.00 on this project.

Katerberg-Verhage indicated that they had made an error in their calculations for Item # 6 – Abandon Areaway/Vault and that the unit price was significantly understated. A review of the engineer's estimated unit price as well as the other bidders for this item would seem to confirm this. Staff and consultants looked at various options: allow Katerberg-Verhage to withdraw their bid and award to the second bidder; reject all bids and rebid this bid package; or remove Item #6 – Abandon Areaway/Vault and any related items and quantities and award a contract, as adjusted, to Katerberg-Verhage and develop a third bid package for the work to abandon the areaway/vault. Given the tight schedule for the remainder of Bid Package 2 (Fall 2013) and the timing (Spring 2014) and location of the areaway/vault work, it is recommended that a contract, as adjusted, be awarded to Katerberg-Verhage at an amount of \$405,263.50 for Bid Package 2. This matter was reviewed with Katerberg-Verhage and they have indicated concurrence in deleting this item and reducing other related items, resulting in the adjusted low bid. Bid Package 3 will be prepared for the remaining work and bid later this Fall.

The estimated total expenditures of \$468,000.00 required for Bid Package 2 includes the costs of the construction contract, public information program, Construction phase services by OCBA including reimbursable expenses and subconsultant services, and administration. The contingencies from the Downtown Development Authority's authorization of Bid Package 1 have not been used, and it is recommended that these contingency funds be carried forward and made available for Bid Package 2.

It is recommended that the construction contract for this project be awarded to Katerberg-Verhage in the adjusted amount of \$405,263.50, with total expenditures not to exceed \$468,000.00, that the Executive Director of the DDA be authorized to execute said contract contingent upon review/approval by the DDA's special counsel, and that the DDA approve its share of costs in the amount of \$468,000.00. Further, it is recommended that staff (City Engineer's Office and the Executive Director of the DDA) be authorized to negotiate/execute any necessary changes in the scope of work, within the total authorized not-to-exceed expenditures, as the project proceeds through construction.

RDV/meg

cc: Greg Sundstrom  
Eric DeLong  
James Hurt  
Chris Zull  
Jay Steffen

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## SUMMARY OF ESTIMATED COSTS

for

### Reconstruction of Monroe Center from Division Avenue to Sheldon Avenue and Monument Park (Monroe Center Phase III) Bid Package 2

#### Funding Source(s)

	<u>Currently Approved</u>	<u>Budget Requests</u>	<u>Revised Project Estimate</u>
Downtown Development Authority	\$175,000.00	\$293,000.00	\$468,000.00
Total Estimated Project Cost	<u>\$175,000.00</u>	<u>\$293,000.00</u>	<u>\$468,000.00</u>

#### Breakdown of Project Uses

Construction Contract	\$405,263.50
Public Information Program	500.00
OCBA's Construction Phase Services, including reimbursable expenses and subconsultant services	44,600.00
Administration	<u>17,636.50</u>
Sub-Total	\$468,000.00
Contingencies	<u>0.00</u>
TOTAL	<u>\$468,000.00</u>

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ITEM				ENGINEER'S		KATERBERG-		GEORGETOWN		DIVERSCO CONSTRUCTION	
				ESTIMATE		VERHAGE INC		CONSTRUCITON CO		COMPANY INC	
NO.	ITEM	UNIT	QUAN	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization, Maximum \$20,000 (2013)	Lump Sum	1	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
2	Mobilization, Maximum \$3,000 (2014)	Lump Sum	1	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
3	Soil Erosion and Sedimentation Control	Lump Sum	1	\$ 1,500.00	\$ 1,500.00	\$ 900.00	\$ 900.00	\$ 3,000.00	\$ 3,000.00	\$ 1,850.00	\$ 1,850.00
4	Storm Water Operator's Inspection	Ea	10	\$ 75.00	\$ 750.00	\$ 50.00	\$ 500.00	\$ 200.00	\$ 2,000.00	\$ 100.00	\$ 1,000.00
5	Safety Fence	Lump Sum	1	\$ 2,000.00	\$ 2,000.00	\$ 6,750.00	\$ 6,750.00	\$ 9,700.00	\$ 9,700.00	\$ 4,500.00	\$ 4,500.00
6	Abandon Areaway/Vault	Lin Ft	50	\$ 600.00	\$ 30,000.00	\$ 154.00	\$ 7,700.00	\$ 790.00	\$ 39,500.00	\$ 1,140.00	\$ 57,000.00
7	Adjust CB Casting to Grade	Ea	5	\$ 100.00	\$ 500.00	\$ 250.00	\$ 1,250.00	\$ 380.00	\$ 1,900.00	\$ 475.00	\$ 2,375.00
8	Dust Control	Lump Sum	1	\$ 500.00	\$ 500.00	\$ 800.00	\$ 800.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
9	Sand Subbase (CIP)	Cu Yd	50	\$ 10.00	\$ 500.00	\$ 30.00	\$ 1,500.00	\$ 23.00	\$ 1,150.00	\$ 22.00	\$ 1,100.00
10	Temporary HMA Pavement	Ton	10	\$ 100.00	\$ 1,000.00	\$ 165.00	\$ 1,650.00	\$ 220.00	\$ 2,200.00	\$ 165.00	\$ 1,650.00
11	Temporary Gravel Pavement	Ton	10	\$ 5.00	\$ 50.00	\$ 50.00	\$ 500.00	\$ 30.00	\$ 300.00	\$ 35.00	\$ 350.00
12	Hose Bibb Pedestal	Ea	2	\$ 500.00	\$ 1,000.00	\$ 800.00	\$ 1,600.00	\$ 1,800.00	\$ 3,600.00	\$ 1,350.00	\$ 2,700.00
13	Sidewalk, Conc, 4 Inch	Sq Ft	2,350	\$ 3.00	\$ 7,050.00	\$ 2.97	\$ 6,979.50	\$ 3.40	\$ 7,990.00	\$ 3.25	\$ 7,637.50
14	6" Reinforced Concrete	Sq Ft	11,650	\$ 3.50	\$ 40,775.00	\$ 3.96	\$ 46,134.00	\$ 3.90	\$ 45,435.00	\$ 4.50	\$ 52,425.00
15	6" Concrete Curb	Lin Ft	940	\$ 32.00	\$ 30,080.00	\$ 22.10	\$ 20,774.00	\$ 22.00	\$ 20,680.00	\$ 30.50	\$ 28,670.00
16	Sidewalk, Brick Paver	Sq Ft	3,550	\$ 7.00	\$ 24,850.00	\$ 9.25	\$ 32,837.50	\$ 8.00	\$ 28,400.00	\$ 9.00	\$ 31,950.00
17	Sidewalk, Concrete Paver	Sq Ft	1,700	\$ 10.00	\$ 17,000.00	\$ 12.83	\$ 21,811.00	\$ 13.00	\$ 22,100.00	\$ 11.25	\$ 19,125.00
18	Detectable Warning Surface	Lin Ft	35	\$ 50.00	\$ 1,750.00	\$ 73.50	\$ 2,572.50	\$ 75.00	\$ 2,625.00	\$ 70.00	\$ 2,450.00
19	Bench	Ea	14	\$ 2,200.00	\$ 30,800.00	\$ 2,037.00	\$ 28,518.00	\$ 2,600.00	\$ 36,400.00	\$ 2,760.00	\$ 38,640.00
20	Bike Loop	Ea	6	\$ 350.00	\$ 2,100.00	\$ 357.00	\$ 2,142.00	\$ 700.00	\$ 4,200.00	\$ 615.00	\$ 3,690.00
21	Drinking Fountain	Ea	1	\$ 5,000.00	\$ 5,000.00	\$ 4,705.00	\$ 4,705.00	\$ 9,600.00	\$ 9,600.00	\$ 8,550.00	\$ 8,550.00
22	Park Sign	Ea	2	\$ 7,000.00	\$ 14,000.00	\$ 8,510.00	\$ 17,020.00	\$ 7,500.00	\$ 15,000.00	\$ 20,795.00	\$ 41,590.00
23	55 Inch Height Masonry Column	Ea	2	\$ 3,000.00	\$ 6,000.00	\$ 4,155.00	\$ 8,310.00	\$ 7,300.00	\$ 14,600.00	\$ 13,150.00	\$ 26,300.00
24	Interpretive Sign Type 1	Ea	1	\$ 2,000.00	\$ 2,000.00	\$ 1,260.00	\$ 1,260.00	\$ 2,200.00	\$ 2,200.00	\$ 1,350.00	\$ 1,350.00
25	Interpretive Sign Type 2	Ea	1	\$ 300.00	\$ 300.00	\$ 275.00	\$ 275.00	\$ 1,000.00	\$ 1,000.00	\$ 950.00	\$ 950.00
26	Interpretive Sign Type 3	Ea	1	\$ 300.00	\$ 300.00	\$ 250.00	\$ 250.00	\$ 1,000.00	\$ 1,000.00	\$ 850.00	\$ 850.00
27	Pedestrian Sign	Ea	1	\$ 300.00	\$ 300.00	\$ 250.00	\$ 250.00	\$ 1,000.00	\$ 1,000.00	\$ 850.00	\$ 850.00
28	Conductors, (3) #3 XHHW + #6 GRD	Lin Ft	420	\$ 12.00	\$ 5,040.00	\$ 7.35	\$ 3,087.00	\$ 9.00	\$ 3,780.00	\$ 8.00	\$ 3,360.00
29	Conductors, (2) #6 XHHW + #6 GRD	Lin Ft	200	\$ 7.00	\$ 1,400.00	\$ 3.15	\$ 630.00	\$ 5.00	\$ 1,000.00	\$ 4.00	\$ 800.00
30	Conductors, (4) #14 Control Wire	Lin Ft	60	\$ 4.00	\$ 240.00	\$ 1.05	\$ 63.00	\$ 4.00	\$ 240.00	\$ 3.00	\$ 180.00
31	Conduit, Direct Buried, Schedule 40 PVC, (1) 4 Inch	Lin Ft	28	\$ 20.00	\$ 560.00	\$ 10.50	\$ 294.00	\$ 16.00	\$ 448.00	\$ 15.00	\$ 420.00
32	Conduit, Direct Buried, Schedule 40 PVC, (1) 2 Inch	Lin Ft	375	\$ 6.00	\$ 2,250.00	\$ 7.85	\$ 2,943.75	\$ 9.00	\$ 3,375.00	\$ 8.00	\$ 3,000.00
33	Conduit, Direct Buried, Schedule 40 PVC, (1) 1 Inch	Lin Ft	190	\$ 4.00	\$ 760.00	\$ 6.80	\$ 1,292.00	\$ 6.00	\$ 1,140.00	\$ 5.00	\$ 950.00
34	Conduits Connect to Existing	Ea	1	\$ 150.00	\$ 150.00	\$ 210.00	\$ 210.00	\$ 300.00	\$ 300.00	\$ 250.00	\$ 250.00
35	Power Pedestal w/ Duplex Receptacle (Detail E-50)	Ea	2	\$ 500.00	\$ 1,000.00	\$ 630.00	\$ 1,260.00	\$ 1,200.00	\$ 2,400.00	\$ 1,000.00	\$ 2,000.00
36	Power Pedestal w/ (2) Duplex Receptacles (Detail E-50)	Ea	2	\$ 600.00	\$ 1,200.00	\$ 680.00	\$ 1,360.00	\$ 2,200.00	\$ 4,400.00	\$ 2,000.00	\$ 4,000.00
37	LED Light Fixture on Pole (Detail E-28)	Ea	3	\$ 750.00	\$ 2,250.00	\$ 1,050.00	\$ 3,150.00	\$ 1,400.00	\$ 4,200.00	\$ 1,200.00	\$ 3,600.00
38	Quazite 12 Inch x 18 Inch Handhole	Ea	3	\$ 400.00	\$ 1,200.00	\$ 630.00	\$ 1,890.00	\$ 600.00	\$ 1,800.00	\$ 500.00	\$ 1,500.00
39	Quazite 17 Inch x 30 Inch Handhole	Ea	4	\$ 550.00	\$ 2,200.00	\$ 735.00	\$ 2,940.00	\$ 850.00	\$ 3,400.00	\$ 750.00	\$ 3,000.00
40	Furnish, Delivery, and Install the Electric Snow Melt System	Lump Sum	1	\$ 116,980.00	\$ 116,980.00	\$ 79,500.00	\$ 79,500.00	\$ 74,000.00	\$ 74,000.00	\$ 69,843.00	\$ 69,843.00
41	Install the Snow Melt Electric Service	Lump Sum	1	\$ 5,000.00	\$ 5,000.00	\$ 5,250.00	\$ 5,250.00	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00
42	Salvaged Flag Pole And Boulder	Ea	3	\$ 700.00	\$ 2,100.00	\$ 700.00	\$ 2,100.00	\$ 1,200.00	\$ 3,600.00	\$ 2,725.00	\$ 8,175.00
43	Granite Cladding And Coping	Lump Sum	1	\$ 28,000.00	\$ 28,000.00	\$ 21,500.00	\$ 21,500.00	\$ 32,000.00	\$ 32,000.00	\$ 30,100.00	\$ 30,100.00
44	Litter Receptacle	Ea	4	\$ 800.00	\$ 3,200.00	\$ 2,410.00	\$ 9,640.00	\$ 3,800.00	\$ 15,200.00	\$ 2,485.00	\$ 9,940.00
45	Irrigation	Lump Sum	1	\$ 11,000.00	\$ 11,000.00	\$ 10,016.00	\$ 10,016.00	\$ 8,000.00	\$ 8,000.00	\$ 7,871.00	\$ 7,871.00
46	Topsoil	Cu Yd	150	\$ 32.00	\$ 4,800.00	\$ 33.00	\$ 4,950.00	\$ 22.00	\$ 3,300.00	\$ 21.00	\$ 3,150.00

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ITEM				ENGINEER'S		KATERBERG-		GEORGETOWN		DIVERSCO CONSTRUCTION	
				ESTIMATE		VERHAGE INC		CONSTRUCITON CO		COMPANY INC	
NO.	ITEM	UNIT	QUAN	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
47	Turf Establishment	Sq Ft	3,900	\$ 1.00	\$ 3,900.00	\$ 0.75	\$ 2,925.00	\$ 0.80	\$ 3,120.00	\$ 3.00	\$ 11,700.00
48	Amelanchier laevis 'JFS-Arb', 3 Inch	Ea	6	\$ 350.00	\$ 2,100.00	\$ 352.00	\$ 2,112.00	\$ 360.00	\$ 2,160.00	\$ 330.00	\$ 1,980.00
49	Ulmus propinqua 'JFS-Bieberich', 3 Inch	Ea	7	\$ 350.00	\$ 2,450.00	\$ 372.00	\$ 2,604.00	\$ 440.00	\$ 3,080.00	\$ 400.00	\$ 2,800.00
50	Rosa 'Nearly Wild', 5 Gal.	Ea	61	\$ 50.00	\$ 3,050.00	\$ 41.00	\$ 2,501.00	\$ 31.00	\$ 1,891.00	\$ 29.00	\$ 1,769.00
51	Viburnum carlesii 'Compactum', 5 Gal.	Ea	14	\$ 50.00	\$ 700.00	\$ 70.00	\$ 980.00	\$ 36.00	\$ 504.00	\$ 33.00	\$ 462.00
52	Panicum virgatum 'Rotstrahlbush', 2 Gal.	Ea	15	\$ 18.00	\$ 270.00	\$ 34.00	\$ 510.00	\$ 11.00	\$ 165.00	\$ 9.00	\$ 135.00
53	Schizachyrium scoparium 'The Blues', 2 Gal.	Ea	29	\$ 18.00	\$ 522.00	\$ 34.00	\$ 986.00	\$ 16.00	\$ 464.00	\$ 14.40	\$ 417.60
54	Baptisia Solar Flare Prairieblues, 2 Gal.	Ea	19	\$ 18.00	\$ 342.00	\$ 37.50	\$ 712.50	\$ 17.00	\$ 323.00	\$ 15.50	\$ 294.50
55	Gaillardia aristata 'Burgandy', 1 Gal.	Ea	37	\$ 12.00	\$ 444.00	\$ 22.50	\$ 832.50	\$ 17.00	\$ 629.00	\$ 15.50	\$ 573.50
56	Hemerocallis 'Pardon Me', 1 Gal.	Ea	24	\$ 12.00	\$ 288.00	\$ 19.50	\$ 468.00	\$ 11.00	\$ 264.00	\$ 9.50	\$ 228.00
57	Hemerocallis 'Strawberry Candy', 1 Gal.	Ea	64	\$ 12.00	\$ 768.00	\$ 19.50	\$ 1,248.00	\$ 10.00	\$ 640.00	\$ 8.50	\$ 544.00
58	Nepeta faassenii 'Six Hills Giant', 1 Gal.	Ea	37	\$ 12.00	\$ 444.00	\$ 20.75	\$ 767.75	\$ 11.00	\$ 407.00	\$ 9.30	\$ 344.10
59	Rudbeckia fulgida 'Goldsturm', 1 Gal.	Ea	17	\$ 12.00	\$ 204.00	\$ 19.50	\$ 331.50	\$ 10.00	\$ 170.00	\$ 8.50	\$ 144.50
60	Narcissus spp, Bulb	Ea	287	\$ 1.00	\$ 287.00	\$ 3.00	\$ 861.00	\$ 2.00	\$ 574.00	\$ 1.35	\$ 387.45
61	Steel Edging	Lin Ft	122	\$ 5.00	\$ 610.00	\$ 7.50	\$ 915.00	\$ 5.00	\$ 610.00	\$ 4.40	\$ 536.80
62	Maintaining Traffic, (estimated 60 days) (2013)	Lump Sum	1	\$ 2,200.00	\$ 2,200.00	\$ 2,650.00	\$ 2,650.00	\$ 15,000.00	\$ 15,000.00	\$ 6,525.00	\$ 6,525.00
63	Maintaining Traffic, (estimated 20 days) (2014)	Lump Sum	1	\$ 7,000.00	\$ 7,000.00	\$ 7,925.00	\$ 7,925.00	\$ 22,000.00	\$ 22,000.00	\$ 7,550.00	\$ 7,550.00
64	Install and Maintain Temporary Neighborhood Business Signs	Each	4	\$ 60.00	\$ 240.00	\$ 90.00	\$ 360.00	\$ 100.00	\$ 400.00	\$ 85.00	\$ 340.00
65	Preconstruction Documentation	Lump Sum	1	\$ 2,200.00	\$ 2,200.00	\$ 2,500.00	\$ 2,500.00	\$ 4,000.00	\$ 4,000.00	\$ 1,700.00	\$ 1,700.00
	<b>Original Bid Amount (TOTAL)</b>				\$ 460,454.00		\$ 424,253.50		\$ 521,064.00		\$ 554,122.95
	<b>Allowable Discount Points</b>						0.0		1.0		5.0
	<b>Allowable Discount Amount</b>						\$ -		\$ 5,210.64		\$ 27,706.15
	<b>DISCOUNTED BID</b>						\$ 424,253.50		\$ 515,853.36		\$ 526,416.80
	<b>Discounted BID Ranking</b>						1		2		3
A-1	<b>ALTERNATE NO. 1</b> Alternate 1 - Limestone sign panels, caps, copings and trim.	Lump Sum	1	\$ 11,000.00	\$ 11,000.00	\$ 2,000.00	\$ 2,000.00	\$ 4,500.00	\$ 4,500.00	\$ 6,700.00	\$ 6,700.00
	<b>ALTERNATE NO. 1 TOTAL:</b>				\$ 11,000.00		\$ 2,000.00		\$ 4,500.00		\$ 6,700.00

## EBO - Construction Worksheet

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	<b>KATERBERG- VERHAGE INC</b>		<b>GEORGETOWN CONSTRUCITON CO</b>		<b>DIVERSCO CONSTRUCTION COMPANY INC</b>	
<b>Original Bid Amounts (Total)</b>	<b>\$424,253.50</b>		<b>\$521,064.00</b>		<b>\$554,122.95</b>	
<b>Prosperous Economy (A)</b>	MLBE:		MLBE:		MLBE:	
	N/A	\$0	N/A	\$0	DURAN CONTRACTORS INC	\$74,833
Total Micro-LBE Participation	0.00%	\$ -	0.00%	\$ -	13.50%	\$ 74,833
Micro-LBE Discount Points	0.0		0.0		3.0	
<b>SUMMARY:</b>						
<b>Prosperous Economy (A)</b>	0.0		0.0		3.0	
<b>Social Equity (B)</b>						
<b>Prosperous Economy - Annual (C)</b>					1.0	
<b>Enriched Lives (D)</b>			1.0		1.0	
<b>Clean Environment (E)</b>						
<b>TOTAL DISCOUNT POINTS</b>	0.0		1.0		5.0	
<b>Allowable Discount Points</b>	0.0		1.0		5.0	
<b>Discount Amount</b>	\$ -	\$	5,210.64	\$	27,706.15	
<b>Allowable Discount Amount</b>	\$ -	\$	5,210.64	\$	27,706.15	
<b>DISCOUNTED BID</b>	\$ 424,253.50	\$	515,853.36	\$	526,416.80	
<b>Discounted BID Ranking</b>	1		2		3	

# MEMORANDUM

CITY OF GRAND RAPIDS · DOWNTOWN DEVELOPMENT AUTHORITY

DATE: September 6, 2013

TO: Downtown Development Authority

FROM: Kristopher Larson, AICP  
Executive Director

Agenda Item 6.  
September 11, 2013  
DDA Meeting

**SUBJECT: Services Agreement between DDA and DGRI**

The 2011 DDA Framework Plan recommended that the DDA and its key partners adopt a new organizational model to improve the management and advance the long-term development of Downtown Grand Rapids. The new organization would combine the resources of the Downtown Improvement District (DID), the Downtown Alliance (DA), and the Downtown Development Authority (DDA) to advance a common agenda. The new structure would achieve efficiencies by combining of staff of the above referenced organizations and eliminate any confusion associated with having multiple downtown organizations.

On March 13, 2013, the DDA Board of Directors authorized the implementation of the Downtown Grand Rapids, Inc. (DGRI) organizational model and plan for execution. DGRI will be the singular management entity for the combined operations of the DDA, the DID, and the City of Grand Rapids' Office of Special Events (OSE). On May 14, 2013, the Monroe North TIFA (MNTIFA) also voted to become a part of the DGRI organizational alignment.

Since the March approval, the DGRI Task Force – comprised of leadership representatives from the City of Grand Rapids, the DDA, the Downtown Alliance and the DID – have moved forward on a bevy of items related the to the implementation of DGRI, including but not limited to: identifying and designing shared office space, developing an organizational identity, establishing the operating bylaws, coordinating transitional needs, and cooperatively developing service agreements between the fiduciary organizations (DDA, DID, and MNTIFA) and DGRI.

The enclosed services agreement and accompanying resolution will formalize the operating relationships between the DDA and DGRI. Both the MNTIFA and the City of Grand Rapids (on behalf of the DID) will have separate and consistent agreements with DGRI.

**Recommendation: Approve the attached resolution and authorize DDA Board Chair Brian Harris to execute the services agreement on behalf of the DDA.**

## SERVICES AGREEMENT

**THIS SERVICES AGREEMENT** (the “Agreement”) is made as of September 23, 2013, by and between the **CITY OF GRAND RAPIDS DOWNTOWN DEVELOPMENT AUTHORITY**, a statutory authority created by the City of Grand Rapids, Michigan (the “City”), pursuant to the Downtown Development Authority Act, Act 197 of the Public Acts of Michigan of 1975, as amended (“Act 197”), and action of the City Commission (the “City Commission”) of the City (the “DDA”), of 29 Pearl Street, N.W., Grand Rapids, Michigan, and **DOWNTOWN GRAND RAPIDS, INC.**, a Michigan non-profit corporation created pursuant to the Nonprofit Corporation Act, Act 162 of the Public Act of Michigan of 1982, as amended (“Act 162”), (“DGRI”), of 29 Pearl Street, N.W., Grand Rapids, Michigan.

### RECITALS

A. Pursuant to the provisions of Act 197, the City Commission created the DDA for the purpose of halting property value deterioration and increasing property tax valuation, eliminating the causes of deterioration and promoting economic growth in the downtown area of the City.

B. The DDA is governed by a board ( the “DDA Board”) appointed by the City’s Mayor and confirmed by the City Commission, which operates within a defined district in downtown Grand Rapids, as amended and as may be amended from time to time (the “Downtown District”), in accordance with development and tax increment financing plans, as amended, and as may be amended (the “Plans”), as approved from time to time by the DDA Board and City Commission in accordance with Act 197.

C. In 2010 the DDA commissioned the development of a participatory community visioning and priority setting process for downtown Grand Rapids known as the “Framework Plan.”

D. The Framework Plan approved by both the DDA Board and City Commission presents a vision for downtown Grand Rapids and a new construct for guiding DDA investments, decision-making and organizational structure through a collaborative downtown development and management approach.

E. DGRI was created, pursuant to Act 162, to assist in the implementation of the Framework Plan.

F. The DDA and DGRI desire to enter into this Agreement to, in part, provide for and assist in the implementation of the Framework Plan within the provisions and subject to the requirements of Act 197.

**NOW, THEREFORE**, in consideration of the mutual promises set forth below, the DDA and DGRI agree as follows:

**Section 1. Engagement of DGRI.** Subject to the terms and conditions of this Agreement, the DDA engages DGRI to provide the services set forth herein (the “Services”) during the term hereof and DGRI accepts such engagement. In providing such Services, unless otherwise described

herein, DGRI shall be responsible for providing necessary staff, furniture, equipment, supplies and office and meeting space.

**Section 2. Specific Services.** DGRI shall provide for and on behalf of the DDA the following specific Services:

a. Long-term visioning, planning and advocacy for the Downtown District through DGRI's (i) Board of Advisors, (ii) alliances for investments, vibrancy and livability, (iii) listening posts, (iv) councils and (v) special project committees.

b. Implement projects and programs of the DDA identified in the Plans in accordance with annual DDA budgets approved by the DDA Board and the City Commission and the DDA approved priority plan (the "Priority Plan").

c. Regularly review and recommend to the DDA Board modifications and amendments to the Plans, the Priority Plan and the boundaries of the Downtown District.

d. Attend and staff DDA Board meetings and DDA committee meetings including the taking and transcribing of meeting minutes and sending and posting of meeting notices as required by the Open Meetings Act, Act 267 of the Public Acts of Michigan of 1976, as amended ("Act 267"), and the DDA Rules of Procedure.

e. Coordinate with the City Engineer's Office planning and implementation of DDA Board approved public facility capital improvement projects within the Downtown District.

f. To the extent funds are provided by the DDA in the annual DDA budgets, administer the various DDA incentive programs including the Building Reuse Incentive Program, the Streetscape Incentives Program, the Areaway Fill Incentives Program, the Downtown Development Support Policy and such additional incentive programs as shall be approved by the DDA Board from time to time, recommend to the DDA Board projects for such programs and once projects have been approved, administer such projects on behalf of the DDA.

g. Prepare and recommend the annual DDA budget for approval by the DDA Board and the City Commission.

h. Act as the employer of record for the DDA's Executive Director including conducting employee evaluations and performance reviews even though such person shall be (i) selected by and have his/her compensation set by the DDA Board through approval of the annual DDA budget and (ii) approved by the City Commission.

i. To the extent funds are provided by the DDA, create, operate and administer marketing initiatives that benefit retail in and general marketing of the Downtown District.

j. To the extent funds are provided by the DDA, provide for broadband service and wireless technology service in the Downtown District.

k. To the extent a program is approved and funds are provided by the DDA, operate and administer a retail business incubator program in the Downtown District in accordance with the requirements of Act 197.

l. To the extent a program is approved and funds are provided by the DDA, create and administer a loan program to fund improvements for existing buildings in the Downtown District in accordance with the requirements of Act 197.

m. Such other Services as shall be agreed to in writing by the DDA and DGRI as permitted by, and in accordance with, Act 197.

n. Provide day-to-day administrative services in support of the other Services provided pursuant to this Agreement.

**Section 3. Tangible Assets Provided.** The DDA will make available to DGRI the tangible assets identified in the attached Exhibit A which may be used by DGRI in connection with the Services to be provided pursuant to this Agreement and services provided pursuant to agreements with others. It is agreed that all such assets have been fully depreciated and it is not necessary to allocate the usage of such assets for the purpose of crediting or assigning costs. Even though such tangible assets have been fully depreciated, DGRI agrees to keep a current inventory of such assets, of a copy of which it shall provide the DDA from time to time upon request. DGRI shall not dispose of such assets without approval of the DDA.

If subsequent to the Effective Date of this Agreement the DDA shall acquire tangible assets (the “DDA Assets”) which are used by DGRI in connection with the Services and/or services provided pursuant to agreements with others, the annual depreciated amount of such assets, until fully depreciated, shall be allocated based on usage in accordance with Section 5 hereof for the purpose of crediting and assigning costs of such assets. DGRI agrees to keep a current inventory of such assets and any additions including the annual depreciated amount, which it shall provide to the DDA from time to time upon request. DGRI shall not dispose of any such assets without the approval of the DDA.

**Section 4. Funding of Services.** Utilizing the approved annual DDA budget, DGRI shall prepare an analysis of its cash flow needs to provide the Services for each calendar quarter of such budget year. The DDA shall advance, or cause to be advanced, on or before the first business day of each calendar quarter, sufficient non-tax increment funds and non-school tax increment funds or other funds available to the DDA to pay for the Services to be provided pursuant to this Agreement during such quarterly period after giving the DDA appropriate credit for tangible assets used, in whole or in part, to provide services pursuant to DGRI agreements with others. DGRI shall establish and maintain a cost accounting system reasonably acceptable to the DDA that separately accounts and records the expenses it incurs to perform the Services during the period. At the end of each budget year DGRI shall determine whether the quarterly advances in such year meet expenses, exceed expenses or fall short of expenses. Any excess amount advanced shall be applied as a credit against the advance in the first calendar quarter of the following budget year. If expenses exceed the quarterly advances in such budget year, the DDA shall forward or cause to be forwarded promptly the difference to DGRI to cover such shortfall.

**Section 5. Cost Allocation Methodology.** Prior to the Effective Date of this Agreement DGRI shall use its reasonable best efforts to estimate the percentage of time each employee of DGRI will spend in providing the Services pursuant to this Agreement for DGRI's fiscal year ending June 30, 2014. Such percentage of each employee's compensation and an equal percentage of such employee's benefits shall be allocated to the Services. In addition, all or any portion of the annual amount of depreciated DDA Assets made available to DGRI pursuant to this Agreement and any tangible assets not fully depreciated and made available to DGRI through agreements with others and utilized to provide the Services shall be allocated to the cost of providing the Services and, where such tangible assets are provided pursuant to DGRI agreements with others, credited to the owners of such tangible assets based on DGRIs' reasonable best efforts to estimate such allocated usage. Finally, all other costs of providing the Services, including, but not limited to, rent, utilities, office supplies, insurance premiums, annual auditing cost and staff education and development, shall be assigned to the Services provided pursuant to this Agreement based on the blended percentage of all DGRI employees performing Services pursuant to this Agreement and similar agreements with others. These allocations shall be the basis for determining the cost of Services for the period commencing on the Effective Date and ending June 30, 2014.

Pursuant to the procedures in the immediately preceding paragraph, allocated expenses shall be tracked for the period beginning on the Effective Date of this Agreement through March 31, 2014. Based on such tracking the percentages, determined in accordance with the preceding paragraph, shall be adjusted, if necessary, and the allocation of costs for Services for DGRI's fiscal year ending June 30, 2015, shall be based on such percentages, as adjusted. Thereafter, during the term of this Agreement, allocated expenses shall be tracked for the first nine months of a fiscal year of DGRI and based on such tracking the percentages, determined in accordance with the preceding paragraph, shall be adjusted, if necessary, and the allocation of costs for Services for the next succeeding fiscal year of DGRI shall be based on such percentages, as adjusted.

**Section 6. Accounting Records.** DGRI shall keep full and accurate accounting records related to its activities in providing the Services in accordance with generally accepted accounting principles. DGRI shall maintain a system of bookkeeping, in accordance with Section 5 hereof, to track and apportion its expenses related to providing the Services so that they are separate from the other activities of DGRI that are not Services provided pursuant to this Agreement. DGRI shall, upon request, give an authorized representative(s) of the DDA, designated by the DDA Board, or an authorized representative(s), designated by the Chief Financial Officer of the City, access to inspect and audit such books and records as is deemed necessary and desirable by the DDA or the City. DGRI shall keep and safely store such books and records for a minimum of three years.

**Section 7. Annual Audits.** On or before December 31 following the end of each fiscal year of DGRI, DGRI shall provide the DDA with an independent audit report for such fiscal year of a nationally recognized independent certified public accountant or firm of independent certified public accountants selected by DGRI and approved by the DDA. The allocated cost of such audit related to the Services provided pursuant to this Agreement shall be a permissive expense of providing the Services.

**Section 8. DGRI Employees.** DGRI shall select and employ such employees as it deems necessary and as are provided for in the DDA and City approved annual DDA budget. Employees of DGRI shall not, for any purpose, be considered employees of the DDA. Except as otherwise

provided in this Agreement, DGRI shall be solely responsible for their supervision, direction and control, compensation and income tax and other applicable withholding, any employee benefits, employment insurance and workers' compensation insurance expenses.

**Section 9. Nondiscrimination.** In connection with performance of the Services pursuant to this Agreement, DGRI shall not discriminate against any employee or applicant for employment to be employed in performance of the Services with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of race, color, religion, natural origin, age, sex, height, weight, marital status, military status, sexual orientation or physical or mental disability. Breach of this covenant may be regarded as a material breach of this Agreement as provided in Act 220 and Act 243 of the Public Acts of Michigan of 1976, as amended, entitled the "Michigan Handicapper's Civil Rights Act" and the "Michigan Elliot-Larson Civil Rights Act."

**Section 10. Insurance.** DGRI shall keep in force, at all times during the term of this Agreement, a general commercial liability insurance policy, including public liability and property damage, subject to normal policy exclusions, covering the Services provided pursuant to this Agreement in a combined single limit of \$1,000,000 for each occurrence and \$3,000,000 in the annual aggregate. DGRI shall also maintain, if necessary, comprehensive automotive bodily injury and property damage insurance for business use covering all vehicles owned by DGRI and operated by DGRI employees in connection with the Services. The policies must be written by a company licensed to do business in the State of Michigan. The coverage amounts under the foregoing policies shall be re-evaluated every three years during the term of this Agreement. Both the DDA and the City shall be named as an additional or co-insured as their interest may appear. Copies of the policies or certificates evidencing the policies shall be provided to the DDA and the City prior to the effective date of this Agreement. Each policy or certificate shall contain a provision or endorsement stating that the policy will not be canceled or materially changed or altered without requiring 30 days' advanced written notice to the DDA and the City. The terms of all insurance policies shall preclude subrogation claims against the DDA and the City. The allocated cost of the premiums for such policies related to the Services provided pursuant to this Agreement shall be a permissible expense of providing such Services.

**Section 11. Compliance with Laws.** DGRI's provision of the Services pursuant to this Agreement shall at all times be in conformance with all applicable laws, ordinances, rules and regulations including, but not limited to, Act 197 and the conditions for and the limitations upon the use of DDA tax increment revenues (as defined in Act 197) and other funds of the DDA provided to DGRI to provide the Services. Further, DGRI including its Board of Advisors and Alliances shall at all times in connection with providing the Services be subject to and will comply with Act 267 and the Freedom of Information Act, Act 442 of the Public Acts of Michigan of 1976, as amended.

**Section 12. Ownership of Assets.** The ownership of all equipment, furniture, displays, vehicles and similar tangible property acquired with funds provided by the DDA shall immediately upon purchase or acquisition vest in the DDA. DGRI shall keep a written current inventory of such assets identifying the owner which shall be available to the DDA for review and inspection upon written request. The ownership of all consumable assets, such as office supplies and cleaning materials, purchased with funds received from the DDA, shall remain with the DDA, but such assets may be utilized and consumed by DGRI in the provision of the Services pursuant to this

Agreement. The assets described herein shall not be pledged, lien, encumbered or otherwise alienated or assigned.

**Section 13. Term.** Subject to the provisions of this Agreement, its term shall commence on the Effective Date (set forth in Section 17.h. hereof) and continue through December 31, 2015, unless terminated earlier as provided in Section 14 hereof (the “Initial Term”). The DDA and DGRI may mutually agree to renew this Agreement for five additional three-year terms (the “Renewal Terms”) upon the same terms and conditions as stated in this Agreement as may be modified by agreement of the DDA and DGRI. It is the intent of both the DDA and DGRI that the arrangement between them as set forth in this Agreement be long-term and that the term of this Agreement be renewed for each of the Renewal Terms. If either party desires to renew this Agreement, it must notify the other in writing of that desire no sooner than 365 days and no later than 180 days before the expiration of the Initial Term or the then current Renewal Term. The party receiving such notice shall have until 30 days before expiration of the Initial Term or the current Renewal Term to grant or deny the request for renewal.

#### **Section 14. Termination.**

a. Except as otherwise provided elsewhere in this Section 14, either party may terminate this Agreement early upon default by the other party under this Agreement. A party shall be in default under this Agreement if such party fails in any material respect to perform or comply with any of the terms, covenants, agreements or conditions of this Agreement and such failure continues for more than 30 days after written notice of default from the other party. In the event that a default is not able to be cured by the defaulting party within such 30-day period, the defaulting party shall not be deemed in default so long as the defaulting party commences curing its breach within the 30-day period and thereafter diligently pursues such cure to completion.

b. DGRI has the right to terminate this Agreement early if the DDA shall fail to advance or cause to be advanced the funds to DGRI by the first business day of each calendar quarter as provided in Section 4 hereof and such failure continues for more than 10 days after the DDA receives written notice of its intent to terminate this Agreement if funds are not received by DGRI within such 10 days.

c. The DDA shall have the right to terminate this Agreement early if DGRI provides the Services in a grossly negligent manner or engages in willful and wanton misconduct in connection therewith and DGRI continues to perform in such manner for more than 15 days after receiving written notice from the DDA of its intent to terminate this Agreement.

d. Either party shall have the right to terminate this Agreement early if the other party becomes insolvent or unable or unwilling to pay its debts, or the filing of a voluntary or involuntary petition in bankruptcy or of reorganization related to the other party.

**Section 15. Effect of Termination.** Upon termination of this Agreement, at the end of its Term or as provided in Section 14 hereof, (i) all obligations of the DDA and DGRI shall terminate and (ii) DGRI shall surrender possession to the DDA all tangible and intangible assets owned by the DDA including all remaining funds it received from the DDA that it has on hand at the time of termination after outstanding expenses have been paid.

**Section 16. Notices.** All notices and other communications to be given pursuant to this Agreement shall be given in writing and delivered personally, by first-class mail or by electronic e-mail, to the appropriate party at the address or e-mail address set forth below:

If to the DDA:

City of Grand Rapids Downtown  
Development Authority  
29 Pearl Street, N.W.  
Grand Rapids, Michigan 49503  
Attention: Chairperson  
E-mail:\_\_\_\_\_

If to the DGRI:

Downtown Grand Rapids, Inc.  
29 Pearl Street, N.W.  
Grand Rapids, Michigan 49503  
Attention: Chairperson  
E-mail:\_\_\_\_\_

Either party may change its designated address/e-mail address by delivery of written notice of the change to the other party. Notices shall be deemed effective upon actual receipt. Actual receipt of electronic e-mail transmissions shall be presumed based upon the transmitting party's record that it was sent and received.

#### **Section 17. General Provisions.**

a. This Agreement constitutes the entire agreement between the DDA and DGRI and may be modified or amended in whole or in part from time to time only by mutual written agreement of the DDA and DGRI.

b. This Agreement shall be interpreted under the laws of the State of Michigan.

c. If any particular clause or portion of this Agreement is rendered void, illegal, unenforceable or otherwise of no effect, the remaining provisions of this Agreement shall remain in full force and effect so that the essence and intent of this Agreement is preserved.

d. A failure by either party to give notice or insist on the immediate performance of any right that it has under this Agreement shall not constitute a waiver of that right or any other right under this Agreement.

e. The section headings of this Agreement are for convenience only and shall not be considered a part of the substance of this Agreement, or affect the interpretation of this Agreement.

f. This Agreement shall not be assigned, transferred or conveyed by either party without the prior written consent of the other party.

g. DGRI shall act solely as an independent contractor with respect to this Agreement. The relationship between the DDA and DGRI under this Agreement shall in no way be construed to create a joint venture or partnership, or to constitute either party as an agent of the other for any purpose other than as set forth in this Agreement.

h. This Agreement shall be effective September 23, 2013 (the "Effective Date").

i. The parties agree that all rights and remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available at law or in equity.

**IN WITNESS WHEREOF**, the parties have signed this Agreement as of the date shown in the first paragraph hereof.

**CITY OF GRAND RAPIDS  
DOWNTOWN DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_  
Brian Harris, Chairperson

**DOWNTOWN GRAND RAPIDS, INC.**

By: \_\_\_\_\_  
\_\_\_\_\_, Chairperson

**EXHIBIT A**  
Tangible Assets

[ADD LIST OF DDA TANGIBLE ASSETS]

**CITY OF GRAND RAPIDS  
DOWNTOWN DEVELOPMENT AUTHORITY**

**RESOLUTION APPROVING AND AUTHORIZING  
EXECUTION OF A SERVICES AGREEMENT WITH  
DOWNTOWN GRAND RAPIDS, INC.**

Boardmember \_\_\_\_\_, supported by Boardmember \_\_\_\_\_, moved  
the adoption of the following resolution:

**WHEREAS**, the City of Grand Rapids Downtown Development Authority (the “DDA”) commissioned the development of a participatory community visioning and priority setting process for downtown Grand Rapids known as the “Framework Plan;” and

**WHEREAS**, the Framework Plan as previously approved by the DDA presents a vision for downtown Grand Rapids and a new construct for guiding DDA investments, decision-making and organizational structure through a collaborative downtown development and management approach; and

**WHEREAS**, Downtown Grand Rapids, Inc. (“DGRI”) has been created to assist in the implementation of the Framework Plan; and

**WHEREAS**, the DDA desires to enter into a Services Agreement (the “DDA Services Agreement”) with DGRI to, in part, provide for and assist in the implementation of the Framework Plan.

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

1. That the DDA Services Agreement substantially in the form presented at this meeting is approved with such modifications not materially adverse to the DDA, approved as to content by the DDA Executive Director and as to form by legal counsel.

2. That the Chairperson of the DDA Board is authorized and directed to execute the DDA Services agreement for and on behalf of the DDA.

3. 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: September 11, 2013

\_\_\_\_\_  
Mary Sierawski  
Recording Secretary

**CERTIFICATION**

I, the undersigned duly qualified and acting Recording Secretary 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 the DDA at a meeting held on September 11, 2013, 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: September 11, 2013

\_\_\_\_\_  
Mary Sierawski  
Recording Secretary

# MEMORANDUM

CITY OF GRAND RAPIDS · DOWNTOWN DEVELOPMENT AUTHORITY

DATE: September 9, 2013

TO: Downtown Development Authority

FROM: Eric Pratt  
Project Manager

**Agenda Item #7**  
**September 11, 2013**  
**DDA Meeting**

**SUBJECT: Development Area Liquor License Request – 16 Monroe Center Avenue NE**

The City Commission policy establishing procedures for the review and approval of development area liquor licenses requires the City Clerk to forward any such requests for licenses received in the DDA district to the DDA Board for review and recommendation. In evaluating a proposal, the DDA Board may consider how the issuance of a license would promote economic growth in a manner consistent with adopted goals, plans or policies of the district. The policy also gives the highest priority for approval of these licenses to existing restaurants in the district.

A new application under this procedure has been submitted by:

Osteria Rossa, LLC is proposing to open Osteria Rossa, a simple, casual tavern and home style Italian restaurant. Using local ingredients, Osteria Rossa will prepare classic Italian foods, in a rustic décor, with charming Midwestern service. Located in the ground floor of the Kendall Building, Osteria Rossa will have seating for up to 100 people. The total project cost is estimated to be \$546,000.

Staff has evaluated the application and finds that it meets or exceeds the requirements of the act. Concurrent review by other departments and the Planning Commission is underway.

**Recommendation:**

Staff recommends approval of the attached resolution.

Attachment.

**DOWNTOWN DEVELOPMENT AUTHORITY  
OF THE CITY OF GRAND RAPIDS**

**RESOLUTION SUPPORTING ISSUANCE OF A LIQUOR LICENSE  
FOR A BUSINESS LOCATED IN A DOWNTOWN DEVELOPMENT DISTRICT**

Board member \_\_\_\_\_, supported by Board member \_\_\_\_\_, moved the adoption of the following resolution:

WHEREAS, the Downtown Development Authority of the City of Grand Rapids (the "DDA") was created by the City Commission on October 16, 1979, and operates pursuant to the authority of Act 197 of 1975, and

WHEREAS, the State of Michigan has provided for the issuance of additional licenses within the DDA district, as authorized by Public Act 501 of 2006, being MCL 436.1521a, (the "Act"), and

WHEREAS, Osteria Rossa, LLC, a Michigan Limited Liability Company, located at 7398 Terrace Lane, Jenison, Michigan, 49428; has applied to the City for approval of a license under the Act, and is located within the DDA district, and

WHEREAS, Osteria Rossa, LLC, in its application, has indicated its intention to operate Osteria Rossa, a , and

WHEREAS, the application has been forwarded to the DDA for review and consideration.

WHEREAS, that the DDA finds that the issuance of a liquor license Osteria Rossa, LLC as proposed by Osteria Rossa, LLC would promote economic growth by:

1. operating in a manner that would be consistent with adopted goals, policies and plans of the district, particularly by promoting the competitiveness and vitality of downtown Grand Rapids as a destination for dining, arts and tourism.
2. facilitating private investment in rehabilitation of or restoration of leased space at 16 Monroe Center Avenue NE.
3. supporting the creation of several full and part-time jobs in the district.

NOW, THEREFORE, BE IT RESOLVED, that the Downtown Development Authority of the City of Grand Rapids recommends issuance of a Class C Liquor License to Osteria Rossa, LLC at 16 Monroe Center Avenue NE, above all others.

YEAS: Boardmembers \_\_\_\_\_

\_\_\_\_\_

NAYS: Boardmembers \_\_\_\_\_

ABSTAIN: Boardmembers \_\_\_\_\_

ABSENT: Boardmembers \_\_\_\_\_

**RESOLUTION DECLARED ADOPTED.**

Dated: September 11, 2013

\_\_\_\_\_  
Kris Larson  
Executive Director

**CERTIFICATION**

I, the undersigned duly qualified and Secretary of the Downtown Development Authority of the City of Grand Rapids (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 September 11, 2013, 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.

\_\_\_\_\_  
Mary Sierawski  
DDA Secretary

# Request For Proposals



## Downtown Plan Grand Rapids, Michigan



## **I. Introduction**

Downtown Grand Rapids, Inc. (DGRI), in partnership with the City of Grand Rapids and Grand Rapids Whitewater, invites multi-disciplinary teams to submit proposals to provide professional services to develop a Downtown Plan for Downtown Grand Rapids, MI (Downtown). Downtown is emerging as a regional destination for residents and tourists, and is in need of a Downtown Plan that provides a clear vision and achievable action items to further catalyze investment.

Proposals should demonstrate a clear understanding of the project and provide a summary of the team's qualifications, structure, as well as proposed deliverables. Proposals should also be responsive to the items presented in this RFP, but can be enhanced where doing so benefits the project.

Six (6) hard copies and one digital copy of the proposal are due by **5pm on Friday, October 4, 2013**, and should be mailed to the following address:

Downtown Development Authority  
Attn: Tim Kelly  
300 Monroe Avenue, NW  
Grand Rapids, MI 49503

## **II. Background**

DGRI is the organization in charge of providing vision, leadership, and advocacy for the continued growth of Downtown. It is the outcome of combining the staff, resources, and energies of the Downtown Development Authority (DDA), the Downtown Alliance, the Downtown Improvement District, and the Office of Special Events. The current goals for DGRI are as follows:

- To make Downtown safe, attractive, and livable;
- To market Downtown to West Michigan and the world;
- To foster a prosperous Downtown through direct and supported investments;
- To ensure Downtown is regarded as an economic engine that is valued and supported by the region; and,
- To assure long-term organizational capacity and capability.

DGRI was formed to provide a more efficient, collaborative, and accessible organization for Downtown. This new organizational model reflects a progressive approach to downtown management and it is expected the new Downtown Plan will continue this forward thinking trend.

The existing Downtown Plan, titled *Voices and Visions*, was completed in 1993 and has shepherded in over \$2 billion of investment in Downtown. Among the projects that have been completed or are near completion include the Van Andel Arena, DeVos Place, the JW Marriott Hotel, the Medical Mile, Michigan State University College of Human Medicine, Michigan's first Bus Rapid Transit system, and the Downtown Market. These investments have transformed Downtown, and were due in part to the priorities identified in *Voices and Vision*. Those priorities included:

- Downtown is the physical and spiritual heart of the metropolitan area;
- Downtown is for everyone;
- Downtown of the future should include the best of our past;
- Downtown is a place for pedestrians;
- Development in Downtown must protect and enhance the natural environment;
- Downtown reflects and celebrates our community's diversity;
- Downtown decision-making must remain open and inclusive;
- Downtown must be economically strong; and,
- Downtown must be "user-friendly".

While several of these initiatives and attributes remain true today, it is clear Downtown has evolved significantly since 1993. In 2013, *Forbes Magazine* listed Grand Rapids as one of the top 15 emerging downtowns in the United States. Along with this, in both 2012 and 2013 Grand Rapids was voted Beer City USA, a designation earned in part by the concentration of world class breweries and bars Downtown. The new Downtown Plan is being undertaken in recognition of this evolution, and with the intent of establishing a new set of priorities to oversee and incentivize the next wave of investment Downtown.

Since *Voices and Visions*, several other planning efforts have been completed and have helped shape Downtown. A list of these plans, undertaken by the City of Grand Rapids, the DDA, Grand Rapids Whitewater, and the Interurban Transit Authority (The Rapid) is provided below.

- Grand River Edges Plan (1980)
- City of Grand Rapids Master Plan (2002)
- Downtown Streetscape Guidelines (2006)
- Monroe North Area Specific Plan (2007)
- The Rapid Transit Master Plan (2010)\*
- Downtown Development Authority Framework Plan (2011)
- Green Grand Rapids (2012)
- City of Grand Rapids Zoning Ordinance (Amended 2012)
- Grand Rapids White Water Opportunities and Constraints Report (2012)\*\*
- Arena South Vision Plan (2013)
- Grand River Restoration Economic Impact Analysis (2013)\*\*
- Michigan Street Corridor Plan (TBD)

\*Available at: <http://www.ridetherapid.org/futureplanning>.

\*\*Available at: <http://grandrapidswhitewater.org/>

All other plans may be downloaded from the City of Grand Rapids at: <http://grcity.us>

### **III. Scope of Work**

The objective for the Downtown Plan is to identify and prioritize short, middle, and long-term public investment for the next 15 years. These investments will become DGRI's work plan by helping inform budget priorities, and should help to effect further transformational investments.

The selected consultant team will work closely with DGRI and City of Grand Rapids staff during the planning process and development of deliverables. Additionally, the team will need to work collaboratively with a Downtown Plan Steering Committee that will include individuals from a variety of Downtown stakeholder groups, including residents, business and property owners, non-profit representatives, university officials, and students, amongst others.

In order to accomplish the stated objectives it is anticipated the Downtown Plan will seek to address the items described below. This proposed scope of work is intended to be a general outline of the work and not an all-inclusive description of the elements to be included in the Downtown Plan or accompanying planning process.

- A summary of emerging trends, key issues, and opportunities facing Downtown, and recommendations for investments and planning mechanisms to maximize those opportunities. Particular attention shall be focused on opportunities for Downtown land use resulting from the forthcoming Grand River restoration, and the City's goals for improving mobility options to and within Downtown;
- An analysis of the City's parking enterprise, with recommendations for system management improvements, investment criteria, and related policies that will position the system to play an active role advancing community goals such as economic development and improving overall mobility into and within Downtown;
- An inventory and analysis of the existing conditions, plans, policies, demographics, resources, and other applicable categories currently influencing the form and growth of Downtown (developed in partnership with DGRI and City of Grand Rapids staff);
- An extensive and innovative public engagement plan and strategy utilizing traditional and non-traditional meeting and outreach methods to encourage participation from a diverse population;
- A series of goals and a vision for Downtown based on the public involvement strategy and based on input from the Downtown Plan Steering Committee;
- A build-out analysis identifying potential development scenarios for Downtown in general, and for DDA owned lots in particular;
- A set of recommendations and implementation steps that are prioritized into short, medium, and long-term actionable goals that enable Downtown to achieve the proposed vision and that is based in best practices from domestic and international downtowns; and,
- A methodology and framework that will enable DGRI to track and report its progress to the community on a series of indicators which represent the goals established in the Downtown Plan.

Further, in recognition of the magnitude of this undertaking and the expertise required to complete this project successfully, priority will be given to consultant teams that have experience in the following areas:

- Downtown Planning
- River's Edge Land Use Planning
- Urban Design

- Landscape Architecture
- Transportation and Mobility Planning
- Parking Management
- Civil Engineering
- Housing
- Economic and Market Analysis
- Innovative Community Engagement
- Rendering, Illustrating, and Digital Modeling
- Cost Estimation
- Indicator and Measurement Tool Development

#### **IV. Grand River Restoration**

Among potential impacts to Downtown land use, none are more significant than the proposed project to restore the Grand River. Since 2010, the non-profit organization Grand Rapids Whitewater (GRWW) has been engaged in an analysis of the opportunities and constraints to restore the Grand River to a more natural state. The benefits to doing so could be immense for the community in terms of recreational opportunities, aesthetics, and as an economic development tool.

Given the nexus between Grand River restoration and land use, the outcomes need to be addressed holistically through a planning process. As such, consultant teams will need to complete community outreach and develop river restoration planning recommendations as part of the Downtown Plan. These efforts may be led in partnership with GRWW and will require the consultant team to coordinate closely with GRWW, their consultants, and the Grand River Restoration Steering Committee. As portions of this work will occur outside the DDA boundary (see Project Boundary below), and thus outside of where DDA tax increment revenue may be spent, proposals must identify on a line item basis the cost to complete the community outreach and recommendations for the Grand River restoration as part of the Downtown Plan.

#### **V. Project Boundary**

The boundary for the Downtown Plan is shown in the map below. The project area includes the entirety of the DDA boundary, and given the potential impacts of the Grand River Restoration, extends south to Millennium Park and north to the North Park Street Bridge. Neighborhoods adjacent to the Grand River outside of Downtown may also be considered in the Plan.



## **VI. Concurrent Planning Efforts**

In addition to managing the scope of work required to complete the Plan, it will also be necessary for the project team to liaison with representatives from organizations conducting concurrent planning efforts that impact Downtown. Those efforts and organizations are highlighted below. As the Plan progresses, more efforts may be added to the list.

- The Rapid – Downtown Street Car Plan
- Michigan Department of Transportation – US-131 Long Range Plan; Wealthy Street Overpass Analysis
- City of Grand Rapids – Downtown Parking Management Plan
- The West Leonard Business Association – West Side Area Specific Plan
- Gerald R. Ford Presidential Museum Expansion Project
- Grand Rapids Public Museum Expansion Project

## **VII. Anticipated Project Timeline**

DGRI anticipates a 9 – 14 month timeline to complete the Downtown Plan. Final presentations to the DGRI Board, Planning Commission, or City Commission may occur outside this timeframe.

## **VIII. Selection Criteria and Process**

All submitted proposals will be reviewed by a selection committee, and the top three teams will be contacted to schedule an interview and follow-up presentation. Final decisions on awarding a contract will be based on the following criteria:

1. Specialized experience of the team and related experience on projects of similar scope;
2. Past performance by the lead consulting firm, sub-consultants, and their employees on similar projects;
3. Proposed project approach, including team organization and structure, proposed schedule, and understanding of the Project objectives;
4. Quality and completeness of the proposal;
5. Qualifications, references, and capability of key staff;
6. Demonstrated experience and creativity conducting a public engagement strategy to produce positive outcomes;
7. Recent experience maintaining schedules and budgets on projects;
8. Reasonableness of project costs; and,
9. Understanding of the area and context where the project is located.

Following the interviews and presentations, the selection committee will identity a first and second choice consultant team to undertake the Project. At this point, negotiations will begin

between DGRI and first choice consultant to finalize the scope of work and budget, and execute a contract. In the event a contract is not executed, DGRI will begin negotiations with the second choice consultant.

All proposals submitted shall become the property of DGRI. DGRI also reserves the right to reject any or all proposals, to advertise for new proposals, or to accept any RFP responses deemed to be in the best interest of the community.

## **IX. Submittal Format**

- Registration

All interested consultants are encouraged to send an email to DGRI Project Manager Tim Kelly ([tkelly@grcity.us](mailto:tkelly@grcity.us)) registering their intent to respond to this RFP. All firms expressing interest will be added to an email distribution list and will be notified if additional information related to the RFP becomes available. Firms failing to register in this manner may not receive all information relevant to the preparation of their proposals.

- Question Period

Any questions regarding the proposal may be submitted by email to DGRI Project Manager Tim Kelly ([tkelly@grcity.us](mailto:tkelly@grcity.us)). Questions must be submitted by Friday, September 20, 2013. Responses will be sent to all registered participants no later than Wednesday, September 25, 2013.

- Submittal Requirements

Six (6) hard copies and one digital copy of the proposal are due by close of business on **Friday, October 4, 2013** and shall be mailed the following address:

Downtown Development Authority  
Attn: Tim Kelly  
300 Monroe Avenue, NW  
Grand Rapids, MI 49503

Proposals must include the following items:

- Cover letter, including a project understanding;
- Proposed scope of work;
- One to three examples of and references from similar projects;
- Itemized budget, including consultant fees and direct expenses;
- Proposed staffing, including resumes for all project staff; and
- Proposed timeline.

## **X. Submission Schedule and Key Dates**

The following is the proposed schedule and key dates for finalizing a consultant contract. All dates are subject to change.

- Registration of intent to submit a proposal: Not required, but highly recommended
- Deadline for questions: September 20, 2013
- Questions answered and available: September 25, 2013
- **Proposals due: 5:00pm on October 4, 2013**
- Staff and selection committee review: October 7, 2013 –October 25, 2013
- Consultant interviews: October 21, 2013 – November 1, 2013
- Top two consultant teams notified: November 4, 2013
- Contract negotiations: November 4, 2013 – November 12, 2013
- Contract executed: November 13, 2013