AGENDA

DOWNTOWN
DEVELOPMENT
AUTHORITY

DDA

Board Members:

Luis Avila • Mayor Rosalynn Bliss • Kayem Dunn • Jermale Eddie • Greg McNeilly • Jen Schottke • Diana Sieger • Jim Talen
Rick Winn

Wednesday, June 8, 2022
8:00 a.m. Meeting
29 Pearl Street NW

1.	Call to Order		
2.	Approve Meeting Minutes from May 11, 2022 (8:01) (enclosure)	Motion	Winn
3.	Accept May 30, 2022 Financials (8:05) (enclosure)	Motion	Winn
4.	DGRI Service Agreement (8:10) (enclosure)	Motion	Kelly
5.	Retail Retention and Attraction Initiative Funding (8:15) (enclosure)	Motion	Kelly
6.	Retail Grant Request: WIMAGE (8:20) (enclosure)	Motion	App
7.	Development Area Liquor License: Nonla Burger (8:25) (enclosure)	Motion	App
8.	Pedestrian Safety Improvements (8:30) (enclosure)	Motion	Miller
9.	Downtown Wayfinding Funding Authorization (8:35) (enclosure)	Motion	Eledge
10.	FY23 Funding Authorization for Downtown Plantings (8:40) (enclosure)	Motion	Eledge
11.	FY23 Holiday Décor Funding (8:45) (enclosure)	Motion	Van Driel
12.	Executive Director Report (8:50)	Info	Kelly

DOWNTOWN
GRAND RAPIDS INC.

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13. Public Comment (8:55)
14. Board Member Discussion (9:00)
15. Adjournment (9:05)

DOWNTOWN
GRAND RAPIDS INC.

UNAPPROVED MINUTES

MEETING OF THE DOWNTOWN DEVELOPMENT AUTHORITY

May 11, 2022

1. Call to Order – This meeting was called to order at 8:02 a.m. by Chair Rick Winn.

   Attendance

   Members Present: Diana Sieger, Kayem Dunn, Jen Schottke, Jim Talen, Rick Winn, and Mayor Rosalynn Bliss, Jermale Eddie and Greg McNeilly

   Members Absent: Luis Avila

   Others Present: Tim Kelly (Executive Director), Tricia Chapman (Treasurer), Jessica Wood (Legal Counsel), Mandy McDaniel (Interim Recording Secretary), Mark Miller, Kim Van Driel, Marion Bonneaux, Kendsie Channing, Melvin Eledge, and Andy Guy (DGRI)

2. Approve Meeting Minutes from April 13, 2022
   Motion: Ms. Dunn*, supported by Mr. Talen, moved approval of the April 13, 2022, Meeting Minutes as presented. Motion carried unanimously.*

3. Accept April 30, 2022 Financials
   Motion: Mr. Talen, supported by Ms. Dunn*, motioned to accept Statement D: April 30, 2022 Expenditures. Motion carried unanimously.*

4. FY2023 Budget Adoption
   Motion: Ms. Dunn*, supported by Mr. McNeilly, motioned to accept FY2023 DDA Budget as approved by City Commission. Motion carried unanimously.*

5. DASH Memorandum of Understanding
   Motion: Mayor Bliss, supported by Jermale Eddie, moved to approve the Memorandum of Understanding and the extension of funding contributions, not to exceed $270,000, for DASH North Shuttle service through June 30, 2023. Motion carries unanimously.

6. Creative Services for River Nonprofit
   Mr. Guy presented a request for funding to support the startup of the nonprofit entity to lead river revitalization. The founding board and bylaws have been established. The next step is to engage a creative firm for visual identity and marketing strategy. A Request for Qualifications (RFQ) was

published and after review of several respondents, Brand Robear emerged as the preferred project partner. The estimated budget for this project is $110,000 and the request to the DDA today is $85,000; a request for MNTIFA to fund the remaining $25,000 is forthcoming.

Members inquired the makeup and experience of the firm being recommended. Mr. Guy stated the firm is based in Detroit and works within a network of professionals here in West Michigan. This firm has not worked on any river-related work but has on outdoor recreation and active lifestyle projects.

Mr. McNeilly asked if any of the RFQ responses were from the local organizations. Mr. Guy stated the majority of proposals were from West Michigan. However, after evaluating the core criteria of the project such as community connections, project demands, and experience with diverse communities, this firm stood out from the rest. Mr. Talen agreed the firm having experience with marketing for everyone in the community is a high priority for this scope of work.

Motion: Mayor Bliss, supported by Ms. Sieger, motioned to authorize staff to execute a contract with Brand Robear for an amount not to exceed $110,000. Motion carried unanimously.

7. Grand River Greenway Project Organizing

Mr. Guy presented a request to engage professional fundraising services in support of planning and organizing as implementation of the Grand River Greenway initiative which is outlined in the GR Forward/River for All Master Plan. The scope of work includes evaluating the status, budget, schedule, and other critical attributes of various greenway-related projects. The request today is $50,000 to engage Kennari Consulting, who has unique experience in West Michigan particularly related to parks, trails, and greenways.

Mr. McNeilly inquired the target funding for the project. Mr. Guy stated the total proposed investment is $175 million with the State contributing $55 million to cover early project phases. The goal is to raise another $120 million over the next 4 years. Mayor Bliss voiced her support and reminded everyone it is important to move forward quickly with grant funds expiring in the next 5 years. Mr. Winn added his support and hopes at some point to see Grand River, Inc and the Greenway Project become self-sufficient.

Motion: Ms. Dunn, supported by Ms. Sieger, motioned to approve an allocation of funds, not to exceed $50,000, to engage Kennari Consulting to support Grand River Greenway investment organizing. Motion carried unanimously.

8. Block by Block Agreement Funding

Mr. Eledge stated a Request for Proposal (RFP) was issued in February for Beautification, Maintenance, and Placemaking. On March 3rd, DGRI staff received 1 qualified proposal from our current contractor, Block by Block. The total cost of the services is $1,043,755.58 and includes two one-year extensions; with the DDA share not to exceed $281,410.00. It is expected the new Block by Block contract would begin July 1, 2022. If approved, the funding will increase the existing ambassador wage, temporarily set to $15 per hour, to $16.50 as well as increasing overall vacation time for all ambassadors by one week.

Mayor Bliss questioned the value of having a third-party contract verse hiring ambassadors as DGRI employees. Mr. Eledge stated this has been reviewed and right now the DGRI team is relatively small

compared to the ambassador team with generally less HR related matters. Another factor is the equipment is contracted through BBB, which DGRI would have to purchase. Mr. McNeilly suggested evaluating the wage rate on a 6-month basis to help minimize future turnover.

Motion: Mr. Eddie, supported by Mayor Bliss, motioned to approve DDA funding for an amount not to exceed $281,410.00 for Hospitality, Beautification and Maintenance contractual services in FY23 pending contract approval by the DGRI Board of Advisors. Motion carried unanimously.

9. DDA Liquor License: Noodlepig

Mr. Eledge presented a resolution to recommend to City Commission a Development District liquor license for Noodlepig, LLC at 601 Bond Avenue. Mr. Wessley, Owner & Founder of NoodlePig, LLC gave an overview of the restaurant which will offer fine casual environment. All food is made in house, including noodles and bone broth. A Japanese machine will be imported to make the noodles. Most importantly, the restaurant will be mission driven; Noodlepig is partnering with 3 different charities to feed 3 children for every bowl of ramen sold. The target opening date is July or August.

Motion: Mayor Bliss, supported by Mr. Eddie, motioned to approve the resolution for the issuance of a development area liquor license for Noodlepig, LLC at 601 Bond Avenue. Motion carried unanimously.

10. Transit Bulb Funding Authorization

Mr. Miller presented a request to allocate funds for additional Zicla platforms, amenities for the platforms, and the engineering services that are required to implement the various street rebalancing efforts. In 2019, the first Zicla was installed on Fulton and is still functioning today. Working over the past year with various partners, it was determined the best location for a second installment is at Front and Wealthy where there are many wheelchair users and individuals with a variety of mental and physical disabilities who require transit to access jobs and services. Additional funding from Mobile GR, The Rapid, and Pharmhouse Wellness will implement additional project plans such as lane reduction on Wealthy Street which will incorporate a bike lane connection and strengthen non-motorized connections to the Oxford Trail. The Zicla is fabricated in Spain and based upon research and discussions with local fabricators there are no products currently on the market that provide the durability and flexibility at an attainable price point than the Zicla product does. The Zicla is being procured through a locally owned company, Conceptual Site Furnishings, who will be furnishing and installing the platform.

Motion: Ms. Sieger, supported by Ms. Schottke, motioned to approve the allocation of funds, not to exceed $85,000, for the installation of the transit bulb and related amenities. Motion carried unanimously.

11. Black History Mural Funding

Ms. Van Driel presented a recommendation for funding to support the next iteration of the Heartside Historic Mural program. Ms. Schaub, Director of Community Building & Engagement for Dwelling Place, gave a brief background stating Dwelling Place serves as an affordable housing provider in West Michigan and recognizes communities need opportunities to express themselves which in turn creates a sense of community. Ms. Schaub reviewed last year's DDA funded murals which were inclusive and focused on black history and Grand Radians. This year's project consists of 4 to 5 locations and focus exclusively on local artists. A community committee comprised of stakeholders guided the entire

process. She shared there will be an opportunity for an artist apprenticeship program and the goal is to have each installation completed in one week.

Motion: Ms. Sieger, supported by Ms. Dunn, motioned to approve an amount not to exceed $50,000.00 from the DDA's Public Space Activation budget, to support the planning and execution of the Heartside Historic Mural program. Motion carried unanimously.

12. Major Event Sponsorship

Ms. Van Driel introduced two major events seeking sponsorship support this year: ArtPrize and The Global Water Festival. Craig Searer presented an overview of this year's ArtPrize taking place September 15th to October 2nd. This year's focus will be on the visitor experience. DDA funding will directly support large art installations around Grand Rapids. Ms. Van Driel stated our previous ArtPrize contract is now expired. Today's recommendation is to fund ArtPrize 2022 and enter into a 3-year agreement for continued support.

Back for its second year, the Global Water Festival is happening at Sixth St. and Canal Parks and honors all cultural heritage on the use of water and specifically highlights the use of the Grand River. Ace Marasigan, Grand Rapids Asian-Pacific Foundation, presented the Global Water Festival programming to take place on July 30th. This unique event will host dragon boat races, utilize light and art, as well as showcase local talent and vendors.

Mr. Talen stated he would like to see more diverse crowds for ArtPrize and in future years suggests funding go toward those initiatives. Ms. Van Driel stated DGRI's team has experience and tips to share with ArtPrize in which they may be able to implement. In addition, bringing back large interactive art pieces may help. Mr. Searer added ArtPrize is partnering with Steelcase and other sponsors to help build community relations.

Motion: Mr. McNeilly, supported by Mayor Bliss, motioned to approve Major Event Sponsorship to ArtPrize in the amount of $50,000. Motion carried unanimously.

Motion: Ms. Sieger, supported by Mr. McNeilly, motioned to approve Major Event Sponsorship to the Global Water Festival in the amount of $35,000. Motion carried unanimously.

13. Just Air Update

Mr. Darren Riley, Co-founder and CEO of JustAir Grand Rapids, gave a brief overview of Just Air which was established to provide transparency into the air that we breathe, with a goal to protect the 20,000 breaths a person takes each day. Where these breaths are taken is a large determinant on the health outcomes of a person's life and can often impact that quality of life. Five sensors have been placed throughout downtown Grand Rapids, which encouraged the sponsorship of others in near neighborhoods. JustAir, with support from multiple organizations, recently applied for a $500,000 that, if awarded, will go towards supporting the 5 sensors located in Grand Rapids for the next 3 years. He shared the new community dashboard (https://justair.netlify.app/) which is accessible by any stakeholder. This dashboard includes a current air quality index, provides the number of air alerts in the area, and a reporting tool for community members. Mr. Riley requested 4-5 volunteers as beta testers for the air quality alert system. He also asked for connections in the 3rd ward and inquired on pilot opportunities for a pollution source location tool. Mr. Talen suggested sharing the dashboard link on the DGRI website for community members to easily access.

14. Executive Director Report

Mr. Kelly announced a new website https://www.grandrivervoices.org/ has been created to solicit public nomination for a stakeholder advisory group that will guide engagement around the river equity framework. As part of the Women's Way initiative, The Latino Coalition hosted Nuestra Herencia, which showcased 5 Latina women who's stories will be honored in the "Nuestra Herencia" alleyway. The Heartside Quality of Life listening sessions will start soon and continue throughout the summer. The Nights Market series kicks off Saturday, May 14th and will continue throughout September at 555 Monroe. Bill Kirk has rejoined the DGRI team as the Communications Director.

Mayor Bliss inquired on the EGLE permit for Lyon Square, the private contract for dead tree wells, and any progress on converting Ottawa Avenue to a two-way street. Mr. Kelly stated the updated application was submitted a month ago and we are waiting on an update from EGLE. As far as the dead tree wells, there is an RFP which will go out within the next few weeks. There are no changes or updates Ottawa Avenue. Mr. McNeilly asked for an update on Rosa Parks Circle and the deployment of the new Wayfinding infrastructure. Mr. Kelly replied, the Skywalk Wayfinding is out for bid and is on track to be completed this year. Rosa Parks is scheduled to reopen on June 16th and our Relax at Rosa series is set to return.

15. Public Comment

None.

16. Board Member Discussion

None.

17. Adjournment

The meeting adjourned at 9:21 am.

MEMORANDUM

CITY OF GRAND RAPIDS · DOWNTOWN DEVELOPMENT AUTHORITY

DATE: June 1, 2022

Agenda Item 3
June 8, 2022
DDA Meeting

TO: Rick Winn
Chairman

FROM: Tricia Chapman
Administrative Services Officer II

SUBJECT: FY2022 Interim Financial Statements as of May 31, 2022

Attached are the Authority's interim financial statements for the first eleven months of the Authority's fiscal year ending June 30, 2022. The attached statements include:

Statement A: Balance Sheet
Statement B: Comparison of FY2022 Budget vs Actual Results
Statement C: Statement of FY2022 Project Expenditures
Statement D: Schedule of Expenditures

The Authority's balance sheet on Statement A indicates the Authority is in a strong position financially with sufficient Pooled Cash to support development plan expenditures for FY2022 and beyond.

The Authority has spent approximately 79% and 43% of its budgeted appropriations in the Non-Tax and Local Tax funds respectively.

I will not be able to attend the June meeting, but please feel free to contact me at 616-456-3848 or at tchapman@grcity.us if you have any questions.

Attachments

STATEMENT A

DOWNTOWN DEVELOPMENT AUTHORITY

Balance Sheet

May 31, 2022

	Non-Tax Funds	Debt Tax Increment	Local Tax Increment	TOTAL
ASSETS				
Pooled Cash and Investments	$ 4,818,445	$ 4,153,477	$ 7,499,210	$ 16,471,132
Petty Cash	-	-	500	500
General Fixed Assets	-	-	87,017,456	87,017,456
Accumulated Depreciation on Fixed Assets	-	-	(62,439,401)	(62,439,401)
TOTAL ASSETS	**$ 4,818,445**	**$ 4,153,477**	**$ 32,077,765**	**$ 41,049,687**
LIABILITIES AND FUND EQUITY				
Liabilities				
Current Liabilities	$ 125	$ -	$ 307	$ 432
Other Accrued Liabilities	-	4,061	2,026	6,087
Deposit - Area 4 Developer Damage	1,000	-	-	1,000
TOTAL LIABILITIES	**1,125**	**4,061**	**2,333**	**7,519**
Fund Balance / Equity:				
Investments in General Fixed Assets, net of Accumulated Depreciation	-	-	24,578,055	24,578,055
Non-Tax Increment Reserve	4,771,955	-	-	4,771,955
Reserve for Authorized Projects	-	-	7,196,488	7,196,488
Reserve for Compensated Absences	-	-	7,886	7,886
Reserve for Eligible Obligations	-	4,149,416	-	4,149,416
Reserve for Encumbrances	45,365	-	293,003	338,368
TOTAL FUND EQUITY	**4,817,320**	**4,149,416**	**32,075,432**	**41,042,168**
TOTAL LIABILITIES & FUND EQUITY	**$ 4,818,445**	**$ 4,153,477**	**$ 32,077,765**	**$ 41,049,687**

STATEMENT B

DOWNTOWN DEVELOPMENT AUTHORITY
Comparison of FY2022 Budget vs Actual Results
July 1, 2021 - May 31, 2022

	Non-Tax Funds		Debt Tax Increment		Local Tax Increment	
	Budget	Actual	Budget	Actual	Budget	Actual
REVENUES						
Property Tax Increment - General	$ -	$ -	$ 11,623,216	$ 11,607,647	$ 7,732,770	$ 8,361,694
Property Tax Increment - Prior Year Appeals	-	-	(35,000)	(36,354)	(15,000)	(64)
Property Tax Increment - Gainsharing Rebates	-	-	(4,363,113)	-	(771,777)	(822,509)
Interest - General	63,630	(81,241)	84,901	(103,144)	104,867	(112,413)
Interest - "The Gallery" Promissory Note	15,406	8,911	-	-	-	-
Principal - "The Gallery" Promissory Note	32,953	357,342	-	-	-	-
Property Rental - Buildings and Facilities	72,000	60,000	-	-	-	-
Property Rental - DASH Parking Lots	250,000	331,715	-	-	-	-
Contributions - Lyon Square Reconstruction	-	-	-	-	1,750,000	-
Reimbursements and Miscellaneous Revenues	2,000	90,250	-	-	5,000	19,000
Ottawa Ave - Cherry to Oakes - 1/3rd payment	197,670	-	-	-	-	-
TOTAL REVENUES	**$ 633,659**	**$ 766,977**	**$ 7,310,004**	**$ 11,468,149**	**$ 8,805,860**	**$ 7,445,708**
EXPENDITURES						
GR Forward Projects:						
Goal #1: Restore the River as the Draw and Create a Connected and Equitable River Corridor	$ 15,000	$ 8,115	$ -	$ -	$ 4,580,000	$ 269,171
Goal #2: Create a True Downtown Neighborhood Which is Home to a Diverse Population	80,000	11,671	-	-	1,585,000	1,562,911
Goal #3: Implement a 21st Century Mobility Strategy	-	-	-	-	2,270,000	973,015
Goal #4: Expand Job Opportunities and Ensure Continued Vitality of the Local Economy	35,000	4,475	-	-	500,000	267,391
Goal #5: Reinvest in Public Space, Culture, and Inclusive Programming	1,770,000	1,472,106	-	-	2,025,000	835,125
Total GR Forward Projects	**$ 1,900,000**	**$ 1,496,367**	**$ -**	**$ -**	**$ 10,960,000**	**$ 3,907,613**
Administration	-	-	-	-	1,300,000	1,295,535
Debt Service for Bond Issues	-	-	6,814,500	6,814,500	750,400	377,900
TOTAL EXPENDITURES	**$ 1,900,000**	**$ 1,496,367**	**$ 6,814,500**	**$ 6,814,500**	**$ 13,010,400**	**$ 5,581,048**
EXCESS / (DEFICIT)	**$(1,266,341)**	**$ (729,390)**	**$ 495,504**	**$ 4,653,649**	**$ (4,204,540)**	**$ 1,864,660**
BEGINNING FUND BALANCE		5,546,710		(504,233)		30,210,772
ENDING FUND BALANCE		**$ 4,817,320**		**$ 4,149,416**		**$ 32,075,432**

STATEMENT C

DOWNTOWN DEVELOPMENT AUTHORITY
Statement of FY2022 Project Expenditures
As of May 31, 2022

Project Name	FY2022 Project Budgets	Expenditures Month	Expenditures Fiscal Year	Remaining FY2022 Budgets	% of Budget spent
River Governance	580,000	-	163,885	416,115	28.26%
Downtown Plan	100,000	-	-	100,000	0.00%
Lyon Square Improvements	2,600,000		2,376	2,597,624	0.09%
River Edge Improvements	1,300,000	65,073	102,910	1,197,090	7.92%
GRForward Goal # 1 - Local Tax Increment	**$ 4,580,000**	**$ 65,073**	**$ 269,171**	**$ 4,310,829**	**5.88%**
Downtown Speakers Series	10,000	-	-	10,000	0.00%
Riverwalk Assessment	5,000	-	390	4,610	7.80%
River Economic Opportunity Initiative	-	7,500	7,725	(7,725)	0.00%
GRForward Goal # 1 - Non-Tax Increment	**$ 15,000**	**$ 7,500**	**$ 8,115**	**$ 6,885**	**54.10%**
Development Project Guidance	35,000	30,122	30,122	4,878	86.06%
Development Project Reimbursements	1,500,000	6,732	1,500,180	(180)	100.01%
Downtown Enhancement Grants	50,000	-	32,609	17,391	65.22%
GRForward Goal # 2 - Local Tax Increment	**$ 1,585,000**	**$ 36,854**	**$ 1,562,911**	**$ 22,089**	**98.61%**
Heartside Quality of Life Implementation	50,000	-	5,000	45,000	10.00%
Neighborhood Engagement Programs	30,000	1,693	6,671	23,329	22.24%
GRForward Goal # 2 - Non-Tax Increment	**$ 80,000**	**$ 1,693**	**$ 11,671**	**$ 68,329**	**14.59%**
Accessibility and Mobility Repairs	110,000	7,063	76,688	33,312	69.72%
Bicycle Friendly Improvements	245,000	-	14,904	230,096	6.08%
DASH North Shuttle Services	375,000	-	225,000	150,000	60.00%
New Downtown Circulator Infrastructure	40,000	-	-	40,000	0.00%
Streetscape Improvements	1,200,000	85,070	619,950	580,050	51.66%
Wayfinding System Improvements	300,000	1,134	36,473	263,527	12.16%
GRForward Goal # 3 - Local Tax Increment	**$ 2,270,000**	**$ 93,267**	**$ 973,015**	**$ 1,296,985**	**42.86%**
Economic Development and Innovation	400,000	5,140	229,717	170,283	57.43%
COVID Economic Relief Program	100,000	-	37,674	62,326	37.67%
GRForward Goal # 4 - Local Tax Increment	**$ 500,000**	**$ 5,140**	**$ 267,391**	**$ 232,609**	**53.48%**
Downtown Workforce Programs	35,000	-	4,475	30,525	12.79%
GRForward Goal # 4 - Non-Tax Increment	**$ 35,000**	**$ -**	**$ 4,475**	**$ 30,525**	**12.79%**
Downtown Marketing and Inclusion Efforts	420,000	42,249	289,681	130,319	68.97%
Downtown Tree Plantings	130,000	-	39,916	90,084	30.70%
Parks Design	50,000	1,625	6,548	43,452	13.10%
Public Realm Improvements	1,350,000	152,772	478,787	871,213	35.47%
State of Downtown Event & Annual Report	25,000	-	-	25,000	0.00%
Urban Recreation Improvements	50,000	9,636	20,193	29,807	40.39%
GRForward Goal # 5 - Local Tax Increment	**$ 2,025,000**	**$ 206,282**	**$ 835,125**	**$ 1,189,875**	**41.24%**
Arena Plaza Improvements: Non-Tax Increment	-	-	300	(300)	100.00%
Bridge Lighting Operations	15,000	-	-	15,000	0.00%
DGRI Event Production	401,000	13,778	259,446	141,554	64.70%
Diversity / Inclusion Programming	50,000	-	1,500	48,500	3.00%
Downtown Ambassador Program	222,000	(57,238)	203,275	18,725	91.57%
Experience - Miscellaneous	30,000	-	20,000	10,000	66.67%
Major Event Sponsorship	135,000	-	105,000	30,000	77.78%
Project and Fixed Asset Maintenance	5,000	-	2,859	2,141	57.18%
Public Space Activation	789,000	38,629	784,555	4,445	99.44%
Rosa Parks Circle Skating Operations	40,000	-	18,743	21,257	46.86%
Special Events - Office of	75,000	-	75,000	-	100.00%
Special Events - Training Program	6,000	-	-	6,000	0.00%
Winter Avenue Building	2,000	99	1,428	572	71.40%
GRForward Goal # 5 - Non-Tax Increment	**$ 1,770,000**	**$ (4,732)**	**$ 1,472,106**	**$ 297,894**	**83.17%**
TOTAL	**$ 12,860,000**	**$ 411,077**	**$ 5,403,980**	**$ 7,456,020**	**42.02%**

STATEMENT D

DOWNTOWN DEVELOPMENT AUTHORITY

Schedule of FY2022 Expenditures

May 1 - 31, 2022

Source	Date Posted	Vendor	Purpose / Project	Description	Amount
Local	5/15/2022	Handi Products Inc	Accessibility & Mobility Repairs	Social zone curb ramps 4/22	7,063.00
					7,063.00
Local	4/29/2022	Paychex	Administration	DDA Payroll Wages, 401, Taxes- Apr 2022	122,973.95
Local	5/16/2022	City Treasurer - Budget Office	Administration	IET - Operating Transfer A-87	11,006.00
Local	5/15/2022	Federal Square Building Co. #1, LLC	Administration	Office Lease: 29 Pearl Street May 22	4,945.32
Local	5/11/2022	Lisa M Cooper	Administration	HR Consultant services 4/22	4,581.47
Local	5/15/2022	Worksighted, Inc.	Administration	Laptops 4/22	4,086.20
Local	4/30/2022	City of Grand Rapids	Administration	Staff services - payroll period ended 04/30/2022	2,439.69
Local	5/18/2022	Encompass, LLC	Administration	Annual EAP Billing 2022	2,217.32
Local	5/24/2022	Tim Kelly	Administration	San Diego APA Conference reimbursement 5/22	2,087.69
Local	5/4/2022	Worksighted, Inc.	Administration	Laptops 4/22	2,043.10
Local	5/11/2022	Fifth Third Bank	Administration	Admin: Other Travel & Training	1,535.54
Local	5/14/2022	City of Grand Rapids	Administration	Staff services - payroll period ended 05/14/2022	1,526.95
Local	5/15/2022	TGG, Inc.	Administration	Life & S/T & L/T disability insurance: Feb - Sept 2022	1,332.02
Local	5/15/2022	Worksighted, Inc.	Administration	IT Service Agreement 5/22	1,292.78
Local	5/11/2022	Fifth Third Bank	Administration	Admin: Professional Dev	875.00
Local	5/16/2022	City Treasurer - Risk Management	Administration	Monthly General Insurance Allocation	821.17
Local	5/4/2022	Melvin Eledge Jr	Administration	Reimb for travel	577.20
Local	5/4/2022	American Planning Association	Administration	American Planning Association Membership 07/01/22	554.00
Local	5/15/2022	Federal Square Building Co. #1, LLC	Administration	Office Lease: 29 Pearl Street Mezzanine Office 05/22	484.64
Local	4/29/2022	Paychex	Administration	DDA Payroll Processing Fee - Apr 2022	463.14
Local	5/18/2022	Worksighted, Inc.	Administration	O365 subscription 5/22	410.52
Local	5/4/2022	GreatAmerica Financial Services Corp	Administration	Copier Lease 04/22	327.07
Local	5/4/2022	Melvin Eledge Jr	Administration	Reimb for IDA application 4/22	325.00
Local	4/29/2022	Paychex	Administration	DDA Payroll HRS Processing Fees-Apr 2022	300.00
Local	5/18/2022	The KR Group, Inc.	Administration	O365 subscription 3/22	291.42
Local	5/4/2022	Professional Maintenance of Michigan In	Administration	Janitorial services 4/22	273.21
Local	5/11/2022	Fifth Third Bank	Administration	Admin: Supplies DDA	191.35
Local	4/30/2022	City Treasurer - MobileGR/Parking Svcs	Administration	April 2022 Parking Validation Billing	184.00
Local	5/12/2022	City Treasurer - Petty Cash	Administration	Admin: Food/Bev DDA	141.43
Local	5/24/2022	Tim Kelly	Administration	San Diego APA Conference reimbursement 5/22	133.41
Local	5/11/2022	Fifth Third Bank	Administration	Admin: Local Business Expense DDA	118.79
Local	5/18/2022	Cellco Partnership	Administration	Cell Phone Service 4/22	86.40
Local	5/18/2022	JobMatch LLC	Administration	HR software 6/22	78.40
Local	5/15/2022	The KR Group, Inc.	Administration	April 22 Managed Agreement	77.69
Local	5/30/2022	Breck Graphics Inc	Administration	Business Cards: B. Kirk	49.24
Local	5/11/2022	Fifth Third Bank	Administration	Admin: Software Maintenance AgreementsDDA	47.56
Local	5/12/2022	City Treasurer - Petty Cash	Administration	Admin: Supplies DDA	39.13
Local	5/15/2022	Model Coverall Service Inc	Administration	Floor Mat Rental 02/22-8/22	29.93
Local	4/30/2022	City Treasurer - MobileGR/Parking Svcs	Administration	April 2022 Parking Validation Processing Request Fe	6.95
Local	5/31/2022	Paychex	Administration	DDA Payroll alloc to projects and funds - 7/1/2021-5/3	(255.43)
Local	5/31/2022	Paychex	Administration	DDA Payroll alloc to projects and funds - 7/1/2021-5/3	(474.70)
Local	5/31/2022	Paychex	Administration	DDA Payroll alloc to projects and funds - 7/1/2021-5/3	(99,633.00)
Local	5/31/2022	Paychex	Administration	DDA Payroll alloc to projects and funds - 7/1/2021-5/3	(165,000.00)
					(96,408.45)
Local	5/5/2022	Brownfield Redevelopment Authority	Brownfield Series 2012A Bonds	Annual debt service support - Ionia S of Wealthy	75,000.00
Local	5/23/2022	City / County Joint Building Authority	CCJBA Series 2013B - DeVos Place Bor	Annual principal payment	285,000.00
Local	5/23/2022	City / County Joint Building Authority	CCJBA Series 2013B - DeVos Place Bor	Semi-annual interest payment	17,900.00
					377,900.00
Local	5/3/2022	Jackson Entertainment LLC	Developer Project Reimbursements	Developer reimb FY22 Winter - City Portion	6,732.37
					6,732.37
Local	5/31/2022	Paychex	Development Project Guidance	DDA Payroll alloc to projects and funds - 7/1/2021-5/3	30,000.00
Local	5/31/2022	Paychex	Development Project Guidance	DDA Payroll alloc to projects and funds - 7/1/2021-5/3	122.21
					30,122.21
Local	5/15/2022	GR Area Chamber of Comerce	Economic Development & Innovation	Retail Retention & Attraction Contract 3/22	3,958.33
Local	5/18/2022	Costar Realty Information Inc	Economic Development & Innovation	Commercial real estate analytics subscription 5/22	455.00
Local	5/4/2022	Richard App	Economic Development & Innovation	Reimb for HDBA Window Clings 4/22	297.00
Local	5/4/2022	Source One Imaging	Economic Development & Innovation	Banners hardware and install 4/22	180.00
Local	5/18/2022	Rock Dandeneau	Economic Development & Innovation	HBA SODIV 5/22 meeting meal	149.90
Local	5/18/2022	Dighton Maxwell Hekman	Economic Development & Innovation	Pop up Performer SoDIv 12/22	100.00
					5,140.23

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STATEMENT D - continued
DOWNTOWN DEVELOPMENT AUTHORITY
Schedule of Expenditures - FY2022

Source	Date Posted	Vendor	Activity # Purpose / Project	Description	Amount
Continued from previous page					
Local	5/15/2022	Festival of the Arts	Dntn Marketing & Inclusion Efforts	Platinum Virtual Arts Festival Lead sponsorship 2022	10,000.00
Local	5/15/2022	Public Museum of West Michigan	Dntn Marketing & Inclusion Efforts	Anishinable Culture Day and Cultural Heritage Sponsc	10,000.00
Local	5/11/2022	Erik Quindell Lauchie	Dntn Marketing & Inclusion Efforts	River project work 4/22	5,000.00
Local	5/18/2022	Mexican Heritage Association of West M	Dntn Marketing & Inclusion Efforts	Fiesta Mexicana 2022 Sponsorship 5/22	5,000.00
Local	5/4/2022	James Forrest Hughes	Dntn Marketing & Inclusion Efforts	Livestream contract Qrt 2 4/22	3,173.98
Local	5/15/2022	Erika Townsley	Dntn Marketing & Inclusion Efforts	Photography April 2022	3,000.00
Local	5/15/2022	Grand Rapids Urban League	Dntn Marketing & Inclusion Efforts	2022 MLK breakfast sponsorship	2,500.00
Local	5/11/2022	Bryan Esler Photo, Inc.	Dntn Marketing & Inclusion Efforts	Photographer: April 22	2,182.50
Local	5/11/2022	Fifth Third Bank	Dntn Marketing & Inclusion Efforts	Marketing: Advertising	552.30
Local	5/18/2022	Joseph Daniel Bockheim	Dntn Marketing & Inclusion Efforts	Song license for WOW '22 Recap video 3/22	500.00
Local	5/15/2022	David Specht	Dntn Marketing & Inclusion Efforts	Protest photos 4/22	240.00
Local	5/12/2022	City Treasurer - Petty Cash	Dntn Marketing & Inclusion Efforts	Marketing: Hispanic Chamber Raffle	100.00
					42,248.78
Local	5/4/2022	Progressive Architecture	Parks Design	Lyon Square Reconstruction 2/22	1,625.00
					1,625.00
Local	5/15/2022	Granger Construction Company	Public Realm Improvements	19048-Rosa Parks Circle (Granger-1904810)-DDA	109,807.77
Local	5/15/2022	MKSK INC	Public Realm Improvements	Van Andel Plaza Construction Phase 2 10/21	21,668.75
Local	5/15/2022	SmithGroup, Inc.	Public Realm Improvements	Switchback Park and River Connections Planning 4/2	20,949.00
Local	5/30/2022	Bazen Electric	Public Realm Improvements	Electrical services 5/22	346.34
					152,771.86
Local	5/31/2022	Paychex	River Edge Improvements	DDA Payroll alloc to projects and funds - 7/1/2021-5/3	65,000.00
Local	5/31/2022	Paychex	River Edge Improvements	DDA Payroll alloc to projects and funds - 7/1/2021-5/3	73.26
					65,073.26
Local	5/31/2022	Paychex	Streetscape Improvements	DDA Payroll alloc to projects and funds - 7/1/2021-5/3	70,000.00
Local	5/5/2022	City Treasurer - Engineering Dept	Streetscape Improvements	17109-Final-Division-Wealthy to Cherry	8,728.50
Local	5/6/2022	City Treasurer - MobileGR/Traffic Safety	Streetscape Improvements	HRC Design Engineering Invoice 0194252	1,507.10
Local	5/15/2022	Source One Imaging	Streetscape Improvements	Banners 3/22	1,219.00
Local	5/12/2022	City Treasurer - Refuse	Streetscape Improvements	DGRI Monthly Trash Disposal April 2022	1,139.50
Local	5/18/2022	Stout Creek Landscapes, Inc.	Streetscape Improvements	Bridge street Stump Removal 5/22	914.00
Local	5/18/2022	Katerberg Co. Inc	Streetscape Improvements	Irrigation service repair 5/22	781.15
Local	5/15/2022	Source One Imaging	Streetscape Improvements	Banners 3/22	483.47
Local	5/4/2022	Source One Imaging	Streetscape Improvements	Banners hardware and install 4/22	237.00
Local	5/31/2022	Paychex	Streetscape Improvements	DDA Payroll alloc to projects and funds - 7/1/2021-5/3	59.96
					85,069.68
Local	5/18/2022	Adrenaline Games Association (AGA)	Urban Recreation Improvements	Skate Park maintenance 22	9,000.00
Local	5/4/2022	Kerkstra Portable Restroom Svc Inc	Urban Recreation Improvements	Portable restroom for Skate Park 4/22	300.00
Local	5/26/2022	City Treasurer - Water System	Urban Recreation Improvements	WS2179082 22/05 36 S Division	180.86
Local	5/15/2022	Kerkstra Portable Restroom Svc Inc	Urban Recreation Improvements	Portable restroom for Skate Park 4/22	155.00
					9,635.86
Local	5/18/2022	Valley City Sign Co	Wayfinding System Improvements	Broken sign removal 4/22	742.00
Local	5/18/2022	Valley City Sign Co	Wayfinding System Improvements	Broken sign removal 4/22	392.00
					1,134.00
Non-Tax	5/18/2022	LiveSpace, LLC	DGRI Event Production	WoW '22 party 3/22	7,205.00
Non-Tax	5/18/2022	Ice Sculptures LTD	DGRI Event Production	WOW Ice Piano 01/22	5,000.00
Non-Tax	5/4/2022	Ricky Clarkson	DGRI Event Production	Pop up Performance 3/22	680.00
Non-Tax	5/5/2022	Anuvu Operations LLC (Global Eagle Op	DGRI Event Production	Movie Licensing: Spies in Disguise 3/22	400.00
Non-Tax	5/4/2022	Joshua A Dunigan	DGRI Event Production	Drums for All Performance 3/22	400.00
Non-Tax	5/11/2022	Fifth Third Bank	DGRI Event Production	DGRI Event Production: Food/Bev	47.06
Non-Tax	5/8/2022	Consumers Energy	DGRI Event Production	1030 4058 7935 22/04 612 Dewey Ave	46.77
					13,778.83

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STATEMENT D - continued
DOWNTOWN DEVELOPMENT AUTHORITY
Schedule of Expenditures - FY2022

Source	Date Posted	Vendor	Activity # Purpose / Project	Description	Amount
Continued from previous page					
Non-Tax	5/15/2022	Mydatt Service Inc	Downtown Ambassador Program	Ambassador Program 4/22	28,618.98
Non-Tax	5/31/2022	Paychex	Downtown Ambassador Program	Correct Ambassador charges Feb-Apr S/B charged to	(85,856.94)
					(57,237.96)
Non-Tax	5/5/2022	West Grand Neighborhood Orgn	Neighborhood Engagement Programs	2022 Westside Cleanup Sponsorship 4/22	750.00
Non-Tax	5/17/2022	Kendsie CHanning	Neighborhood Engagement Programs	Expense Reimb 4/22 - 5/22 DNN	464.02
Non-Tax	5/11/2022	Fifth Third Bank	Neighborhood Engagement Programs	Neighborhood Engagement Programs: Food/Bev	341.16
Non-Tax	5/24/2022	Kendsie CHanning	Neighborhood Engagement Programs	Expense Reimb 5/22	84.43
Non-Tax	5/12/2022	City Treasurer - Petty Cash	Neighborhood Engagement Programs	DNN: Food/Bev	53.00
					1,692.61
Non-Tax	5/15/2022	Public Museum of West Michigan	Public Space Activation	Camp Sponsorship 4/22	11,500.00
Non-Tax	5/18/2022	Derek Call	Public Space Activation	World of Winter '22 Event Coord 1/1/22-3/31/22	7,733.00
Non-Tax	5/15/2022	Public Museum of West Michigan	Public Space Activation	Camp Sponsorship: Intersection of Art & Nature 4/22	5,250.00
Non-Tax	5/15/2022	Grand Rapids Food Truck Association	Public Space Activation	Roll'N Out Food Truck Festival Sponsorship 4/22	5,000.00
Non-Tax	5/30/2022	Artists Creating Together	Public Space Activation	We Belong Mural 5/22	4,000.00
Non-Tax	5/15/2022	Grandville Ave Arts & Humanities Inc	Public Space Activation	Women's Way Funding 4 of 4 5/22	4,000.00
Non-Tax	5/4/2022	Alan Norberg	Public Space Activation	Mural supplies for touch up 4/22	875.00
Non-Tax	5/11/2022	Fifth Third Bank	Public Space Activation	Public Space Activation: Supplies	198.75
Non-Tax	5/12/2022	City Treasurer - Petty Cash	Public Space Activation	PSA: WOW Postage	71.95
					38,628.70
Non-Tax	5/4/2022	LINC Up Nonprofit Housing Corporation	River Economic Opportunity Initiative	Rock the Block Sponsorship 4/22	7,500.00
					7,500.00
Non-Tax	5/27/2022	DTE Energy	Winter Ave NW Building	9100 258 89908 22/05 Winter DDA share	50.45
Non-Tax	5/27/2022	Consumers Energy	Winter Ave NW Building	1030 2027 1245 22/05 Winter DDA share	48.38
					98.83

TOTAL MAY 2022 EXPENDITURES $ 692,568.81

MEMORANDUM

DOWNTOWN
DEVELOPMENT
AUTHORITY

DDA

Agenda Item #4
June 8, 2022
DDA Meeting

DATE: June 3, 2022

TO: Downtown Development Authority

FROM: Tim Kelly, AICP
President & CEO

SUBJECT: Extension of Services Agreement with Downtown Grand Rapids Inc.

The 2011 DDA Framework Plan recommended that the DDA and its key partners adopt a new organizational model to 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), the Monroe North TIFA (MNTIFA) and the Downtown Development Authority (DDA) to advance a common agenda. The new structure would achieve efficiencies by combining 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. Since that time, DGRI has operated as the singular management entity for the combined operations of the DDA, the DID and the MNTIFA.

On September 23, 2013, the DDA and DGRI entered into a Services Agreement (the "Agreement") pursuant to which DGRI agreed to perform certain services for the DDA. The initial term of the Agreement was extended in May 2015 and again in February 2019. Given the success of the organizational relationship to date, it is suggested the term be renewed for an additional three years commencing July 1, 2022, through June 30, 2025.

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

DOWNTOWN
GRAND RAPIDS INC.

2022 RESTATED DDA SERVICES AGREEMENT

THIS 2022 RESTATED DDA SERVICES AGREEMENT (the "Agreement") is made as of _____, 2022, 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 and re-adopted in Act 57 of the Public Acts of Michigan of 2018 (collectively "Act 57"), 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 57, 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 57.

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. In February 2014 community conversations began toward the development of a 10-year community and investment strategy to support the next generation of growth in downtown Grand Rapids and the surrounding area.

F. In 2015 a community plan and investment strategy known as "GR Forward" supporting such growth was presented to the community and subsequently was approved by the DDA Board, the Board of Advisors of DGRI and the City Commission.

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

H. The DDA and DGRI entered a Services Agreement in 2013, and a First Addendum to Services Agreement in 2015 extending the term of the Services Agreement to December 2018 to provide for and assist in the implementation of the Plans and the Framework Plan within the provisions and subject to the requirements of Act 57.

I. The DDA and DGRI entered into a Restated Services Agreement in February 2019 (i) restating the Services Agreement providing for the further implementation of the Plans, the Framework Plan and the implementation of the provisions of GR Forward and (ii) extending the term of the Services Agreement.

J. The DDA and DGRI desire to enter into this Agreement renewing and further extending the term of the Restated Services Agreement.

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 (the "Alliances"), (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 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 57.

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 57.

m. Such other Services as shall be agreed to in writing by the DDA and DGRI as permitted by, and in accordance with, Act 57.

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

Section 3. Tangible Assets Provided. If 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. The DDA shall provide, or cause to be provided, 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 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.

Section 5. Cost Allocation Methodology. DGRI shall determine the percentage of time each employee of DGRI spends in providing the Services pursuant to this Agreement for each of DGRI's fiscal years during the term of this Agreement. 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. 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.

Section 6. Accounting Records. DGRI shall keep or cause to be kept full and accurate accounting records related to its activities in providing the Services in accordance with generally accepted accounting principles. DGRI shall maintain or caused to be maintained a system of bookkeeping 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 or caused to be kept and stored such books and records for a minimum of three years.

Section 7. 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 8. 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 9. 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 upon request. 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 10. Compliance with Laws. DRGI'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 57 and the conditions for and the limitations upon the use of DDA tax increment revenues (as defined in Act 57) 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 11. 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, liened, encumbered or otherwise alienated or assigned.

Section 12. Term. Subject to the provisions of this Agreement, its term shall commence on the Effective Date (set forth in Section 16.h. hereof) and continue through June 30, 2025, unless terminated earlier as provided in Section 13 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 of that desire no sooner than 365 days and no later than 60 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 13. Termination.

a. Except as otherwise provided elsewhere in this Section 13, 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 provide funds to DGRI to provide for the Services 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 14. Effect of Termination. Upon termination of this Agreement, at the end of its Term or as provided in Section 13 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 15. 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: tkelly@downtowngr.org

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 16. 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 July 1, 2022 (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: _____
Richard A. Winn, Chairperson

DOWNTOWN GRAND RAPIDS, INC.

By: _____
Brian Harris, Chairperson

CITY OF GRAND RAPIDS
DOWNTOWN DEVELOPMENT AUTHORITY

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A RESTATED 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") entered into a Services Agreement in 2013 and a First Addendum to Services Agreement in 2015 and a Restated Services Agreement in 2019 with Downtown Grand Rapids, Inc. ("DGRI"); and

WHEREAS, the DDA desires to enter into a Restated Services Agreement (the "Restated Services Agreement") with DGRI extending the term to June 30, 2025.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the Restated 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 Restated 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: June 8, 2022

_____
Amanda McDaniel
Recording Secretary

CERTIFICATION

I, the undersigned duly qualified and acting Recording Secretary of the City of Grand Rapids Downtown Development Authority (the "DDA"), do herby 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 June 8, 2022, 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: June 8, 2022

_____
Amanda McDaniel
Recording Secretary

MEMORANDUM

DOWNTOWN
DEVELOPMENT
AUTHORITY

DDA

Agenda Item #5
June 8, 2022
DDA Meeting

DATE: June 3, 2022

TO: Downtown Development Authority

FROM: Tim Kelly, AICP
Executive Director

SUBJECT: Retail Retention and Attraction Initiative Funding Authorization

In November 2019 the City of Grand Rapids and Downtown Grand Rapids Inc. (DGRI) partnered to initiate a Retail Retention and Attraction Initiative. The Initiative was developed to establish a more proactive strategy to support and attract retail businesses Downtown and throughout the City. Further it helped advance goals established in GR Forward which identified creating a vibrant and sustainable retail environment – one that creates a destination to attract visitors, creates jobs, and provides unique experiences – as a priority for Downtown.

To facilitate the work a new Retail Recruitment and Retention Specialist position was created and staffed at the Grand Rapids Area Chamber of Commerce (GRACC). The position was filled in January 2020 by Richard App following a recruitment process established by the partners. Since that time, Mr. App has worked diligently toward achieving the goals set forth by the partners, including those established in the Downtown Retail Strategy.

To bring the term of the scope into alignment with the partner's fiscal years, and to allocate funding for FY2023 and FY2024, it is recommended the DDA approve their share of the Initiative in an amount not to exceed $107,500. The City Commission at its meeting on May 24, 2022, approved an equal amount for the Initiative, and as in previous years GRACC will provide in-kind resources to support Mr. App's work.

The approved FY23 budget for the DDA accounted for this work in the Goal 4 LTI budget, and if authorized funding would also be budgeted in FY24.

Recommendation:
Authorize $52,500 in fiscal year 2023 and $55,000 in fiscal year 2024 for a total amount not to exceed $107,500 for the Retail Retention and Attraction Initiative.

DOWNTOWN
GRAND RAPIDS INC.

MEMORANDUM

DOWNTOWN
DEVELOPMENT
AUTHORITY

DDA

Agenda Item #6
June 8, 2022
DDA Meeting

DATE: June 8, 2022

TO: Downtown Development Authority

FROM: Richard App, Retail Retention & Attraction Specialist

SUBJECT: Retail Grant Request – WIMAGE (125 Ottawa Ave NW)

Among the established retail goals for Downtown are to address vacancy and create a soft goods cluster in and around Monroe Center. In December 2021 and January 2022, the DDA Board approved a grant to Gazelle Sports and Courage & Soar to further that goal, and a new request from WIMAGE for 125 Ottawa Ave NW seeks to continue to build on that momentum.

WIMAGE is a children's entertainment company centered around the character Wimee. It was established 2016 by Michael Hyacinthe. The company started with workshops and school visits and has now grown into a multi-media organization with a show on PBS that reaches 8 million homes, books centered around the Wimee character and into an online retail presence with Wimee branded toys, clothes and books.

This project aligns with the GR Forward Master Plan in the following ways:

- Diversifying the mix of Downtown retail offerings.
- Supporting entrepreneurship and small business growth.
- Supporting activation of space in a signature district with unique offering currently absent from Downtown.

The proposed location is 125 Ottawa Ave FNW which is located near Monroe Center among other established and newly formed soft-goods retailers and this addition not only fills a gap in retail diversity but also increases the retail density in and around Center City.

The owner, Monroe Center Retail, LLC is offering 1,107 square feet of rentable space and a 2-year lease. WIMAGE is seeking support in the amount of $18,448.17 via the Retail Innovation Grant to

support their investment. This recommendation was reviewed and recommended by the economic support working group at their May 2022 meeting.

Recommendation: Authorize the DDA Executive Director to execute a contract for an amount not to exceed $18,448.17 for a Retail Innovation Grant to support the opening of WIMAGE at 125 Ottawa Ave Suite 150.



125 Ottawa Avenue NW

MEMORANDUM

DOWNTOWN
DEVELOPMENT
AUTHORITY

DDA

Agenda Item #7
June 8, 2022
DDA Meeting

DATE: June 3, 2022

TO: Downtown Development Authority

FROM: Richard App
Retail Retention and Attraction Specialist

SUBJECT: Development District Liquor License – Nonla Burger

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 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.

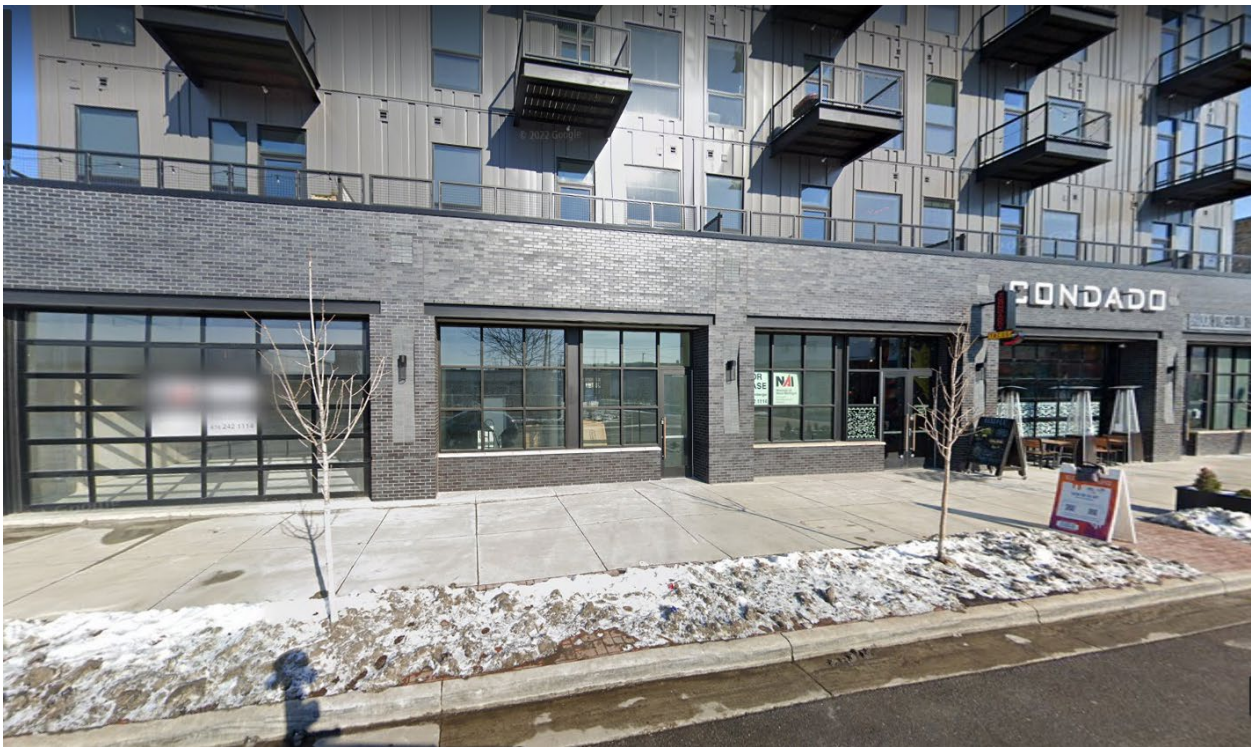
Nonla Burger, LLC is requesting DDA Board consent to the issuance of a Development District liquor license for their location at 449 Bridge Street NW. Additional information on the business is attached.

Staff has reviewed the applicant's request and believes it meets the investment, activity and seating capacity requirements and as such it is recommending approval of the application. If approved by the DDA Board, the request will proceed to the City Commission for consideration.

Recommendation:

Approve the resolution for the issuance of a development area liquor license for Nonla Burger, LLC at 449 Bridge Street NW.

DOWNTOWN
GRAND RAPIDS INC.



449 Bridge Street NW

FROM THE DESK OF

Nonla Burger

March 15, 2022

Kyle Monk
Nonla Burger, LLC
449 Bridge Street NW
Grand Rapids, MI 49504

Dear City of Grand Rapids

My name is Kyle Monk, owner and operator of Nonla Burger. Nonla Burger is a family owned fast casual hamburger restaurant, with 3 locations in Southwest Michigan. We are a husband and wife team - a 50/50 partnership between the Monk and Nguyen family. Nonla Burger first opened October of 2017 in Kalamazoo, Michigan. Quickly becoming a local favorite, thanks to the community, Nonla Burger took off! Two years later we opened our second location and were voted best burger in Kalamazoo. Then, in spring of 2020, Nonla Burger was a finalist for Mlive's Michigan's Best Burger. Sadly we did not win, but are grateful to be featured!

Our menu features burgers, chicken sandwiches, hand cut fries, milkshakes and fun daily specials. Striving to serve simple, delicious and fresh food made to order is what we believe in, and find necessary to the customers experience. We are confident in our product, but most importantly we have faith in ourselves. Coming from a background in food, business, hospitality, art and design has only helped the business succeed. We love to create, be creative, but even more important we love being a host and connecting with the customer and our community.

Now, with a location in Grand Rapids, we hope to offer more to the community. Still keeping the menu simple, Nonla Burger would like to offer a rotating NB cocktail, red/ white wine as well a rotating local beer on tap. Focusing on keeping the drink menu simple, we hope to provide a refreshing beverage to the community, especially in the location we chose - westside located next to Condado Tacos, Butchers Union and other drinking and eating establishments. We believe having this license would compliment the restaurant eating and drinking neighborhood vibe and culture of the Westside.

Nonla Burger is thankful for your consideration!

Sincerely,

Kyle Monk & Nonla Burger Family

www.nonlaburger.com

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 57 of 2018, 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, Nonla Burger, LLC, located at 449 Bridge Street NW, Grand Rapids, Michigan, 49503; has applied to the City for approval of a license under the Act, and is located within the DDA district, and

WHEREAS, Nonla Burger, LLC, in its application, has indicated its intention to operate a restaurant and bar 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 to Nonla Burger, LLC, as proposed 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. Facilitate private investment and promote economic growth in the leased space at 449 Bridge Street NW.
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 Nonla Burger, LLC, located at 449 Bridge Street NW, Grand Rapids, Michigan, 49503 above all others.

YEAS: Board members: _____

NAYS: Board members _____

ABSTAIN: Board members _____

ABSENT: Board members: _____

RESOLUTION DECLARED ADOPTED.

Dated: June 8, 2022

_____
Timothy Kelly
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 June 8, 2022, 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.

_____
Mandy McDaniel
DDA Secretary

MEMORANDUM

DOWNTOWN
DEVELOPMENT
AUTHORITY

DDA

Agenda Item #8
June 8, 2022
DDA Meeting

DATE: June 8, 2022

TO: Downtown Development Authority

FROM: Mark F. Miller AIA AICP
Managing Director of Planning & Design

SUBJECT: Pedestrian Safety Improvements – Various Locations

Goal 3 of GR Forward envisions *providing a stress-free pedestrian experience for all ages and abilities* (page 186) and recommends *prioritizing pedestrian safety and connectivity at intersections* (page 187). The Plan further highlights pedestrian countdown timers and enhanced crosswalks as *"physical improvements that provide smoother or more direct paths, higher visibility, and adequate time to cross an intersection."* Likewise, Goal 3 envisions the development of a *prioritization system for pedestrian safety improvements that emphasize connection to major transit nodes and pedestrian activity generators* (page 188).

In our ongoing efforts to build stress-free and safe pedestrian experiences, DGRI continues to collaborate with the City of Grand Rapids' Mobile GR department to implement safer pedestrian street crossings in Downtown. The City recently received bids for five pedestrian crossing enhancements in Downtown and is seeking investment support from the DDA to implement them. These are outlined below and were presented to the DDA as an informational item in February 2022.

Pedestrian Improvements

1. Rapid Flashing Beacon (RFB) on Lafayette Avenue at Mary Free Bed. The RFB will be installed at the existing mid-block crosswalk under the existing skywalk. This enhancement, similar to the one installed at St. Mary's in the spring of 2020, will provide for a safer pedestrian crossing for critical care workers.

2. New crosswalk and Rapid Flashing Beacon (RFB) at Cherry Street and Ottawa Avenue, under US-131 overpass, to provide a safer, more predictable pedestrian crossing at an intersection connecting Downtown to the Rapid Central Station.

3. Rapid Flashing Beacon (RFB) at South Division Avenue and McConnell Street to provide a safer, more predictable pedestrian crossing on a heavily trafficked street at the existing median.

DOWNTOWN
GRAND RAPIDS INC.

4. Rapid Flashing Beacon (RFB) at Monroe Avenue and Campau Avenue to provide a safer, more predictable pedestrian crossing at an intersection connecting Rosa Parks Circle and Downtown to destinations on the west side of Monroe.

5. Construction of a new mid-block pedestrian crossing on Monroe Avenue between City Hall and the Convention Center to provide a safer, more predictable pedestrian crossing. This project includes the removal of the two existing crosswalks, the construction of a new crosswalk, the installation of a raised center median, and the installation of a pedestrian hybrid beacon (PHB) on a mast arm over Monroe. A PHB is actuated by pedestrians and fully stops vehicle traffic while pedestrians are crossing (refer to attached graphic on PHB operation). Countdown pedestrian signal heads will be installed on each side of the crossing. Likewise audible locator signals will be added to the pedestrian push buttons to aid persons with vision impairments to locate the crossing and indicate when they can cross. The raised median will include movable concrete planters like those installed at the Michigan Street crossing by the Convention Center.

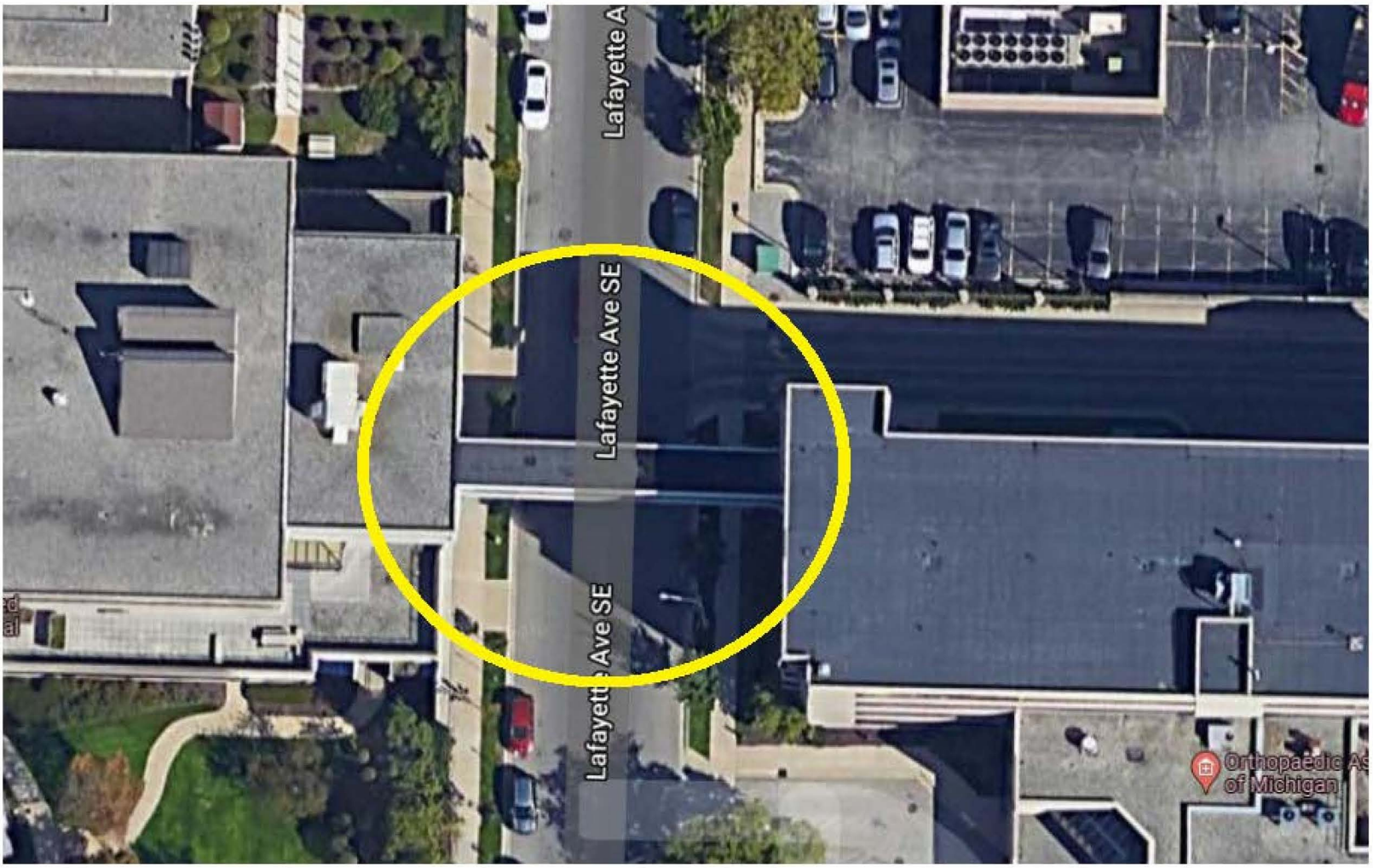
The total bid cost of these five projects was $725,952.00. The low bid was submitted by Nagel Construction, and they will be recommended for award of the contract when the project is presented to the City Commission. The requested DDA share of this total investment is $370,172.00. This item is included in the DDA's FY23 budget. It is recommended that a 10% contingency ($37,000) be included in this amount, bringing the total to $407,172.

Recommendation: Authorize funding in an amount not to exceed $407,172.00 for support of these five enhanced crosswalks, funded by Goal 3 Streetscape Improvements.

DDA MEETING JUNE 8, 2022

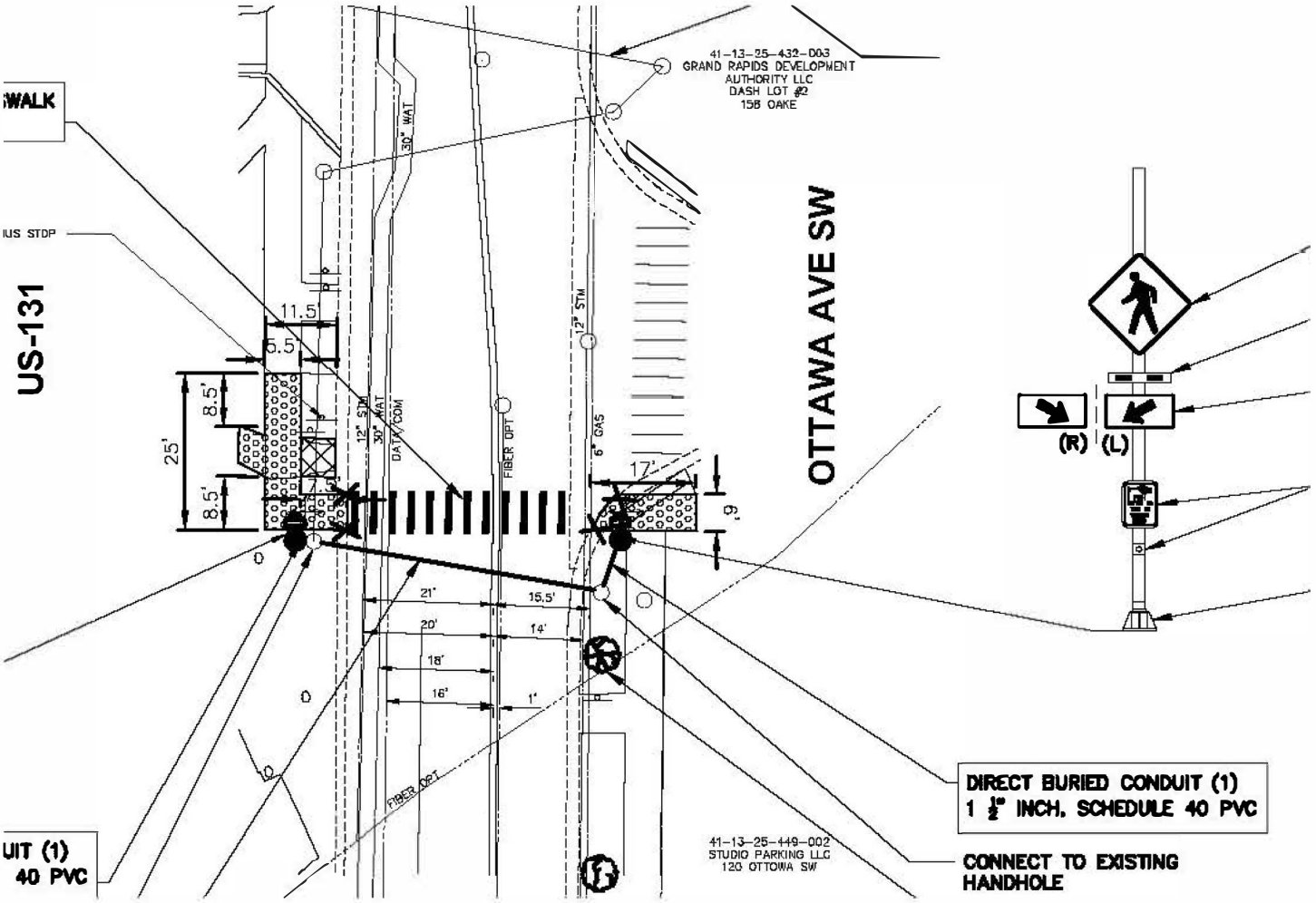
LAFAYETTE AND MARY FREE BED ENHANCED CROSSWALK





DDA MEETING JUNE 8, 2022

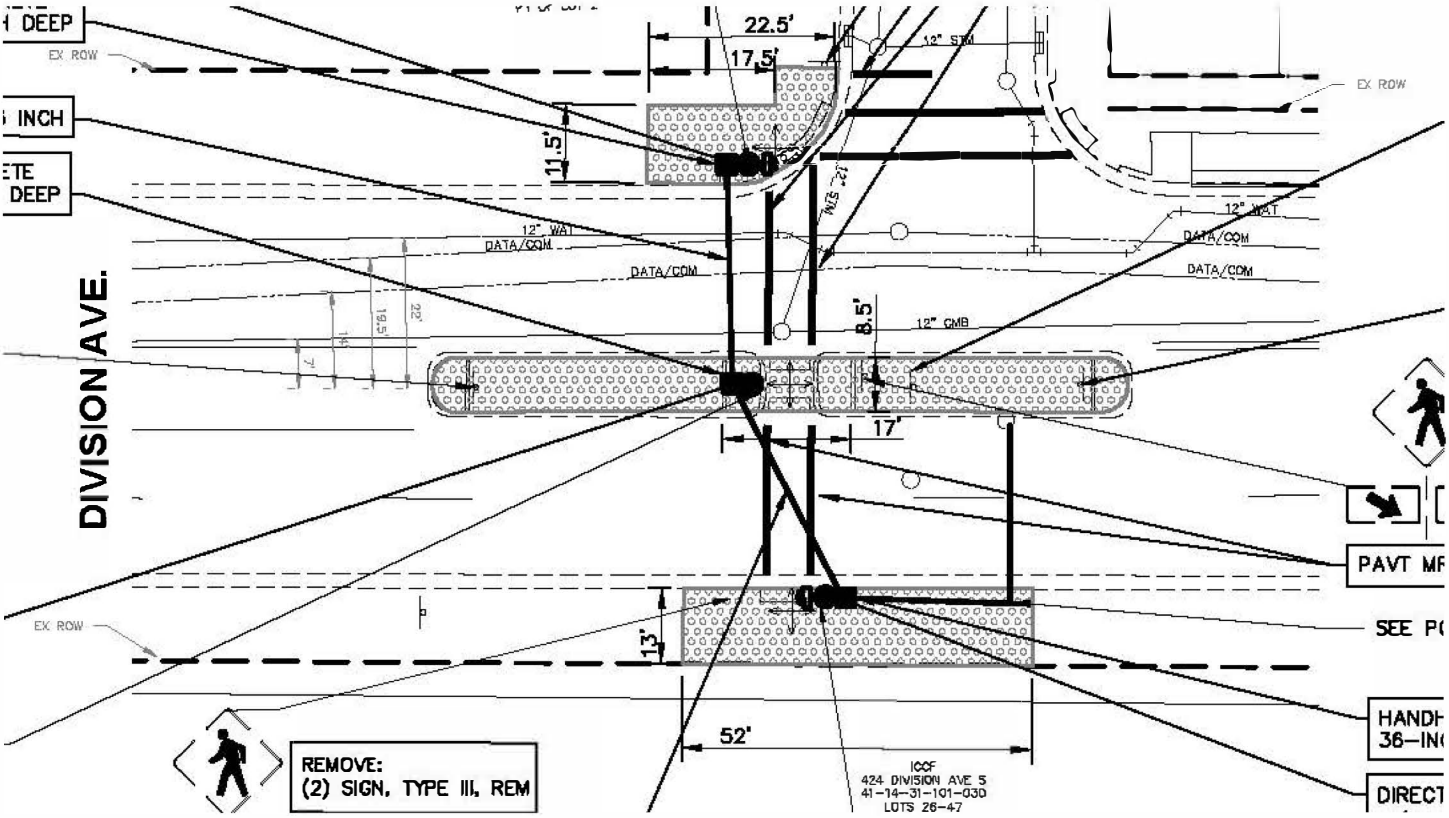
CHERRY AND OTTAWA ENHANCED CROSSWALK

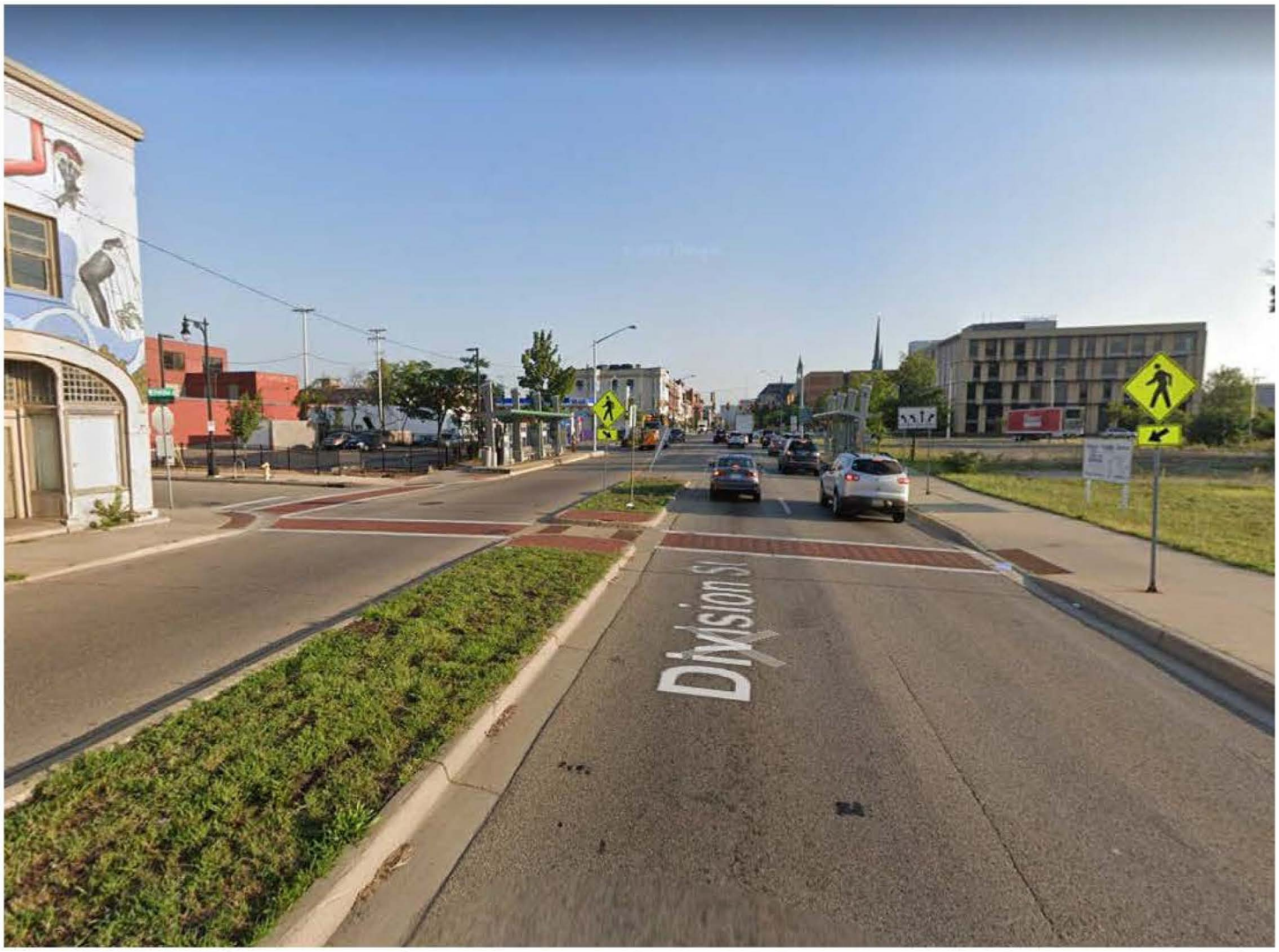




DDA MEETING JUNE 8, 2022

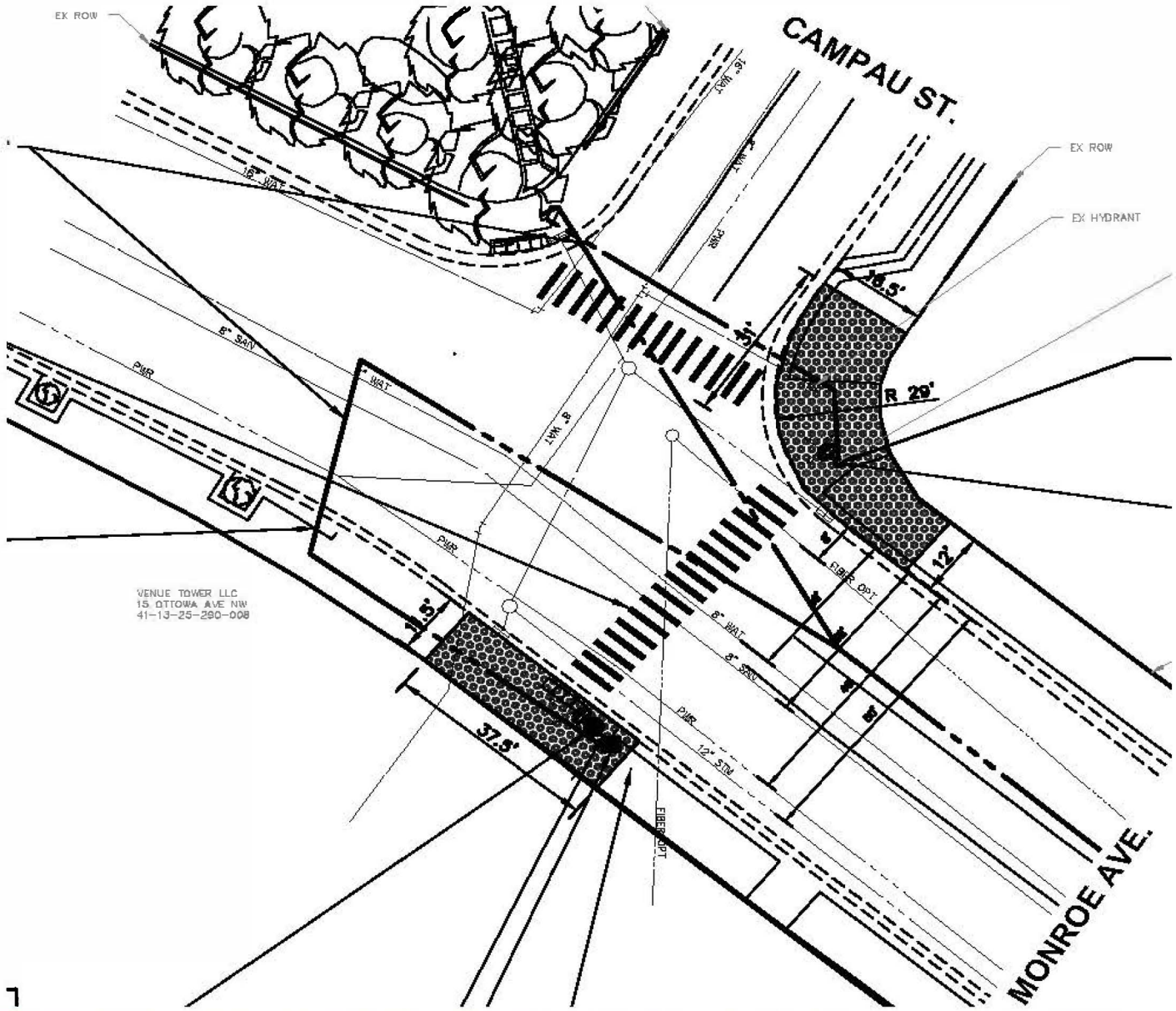
DIVISION AND MCCONNELL ENHANCED CROSSWALK

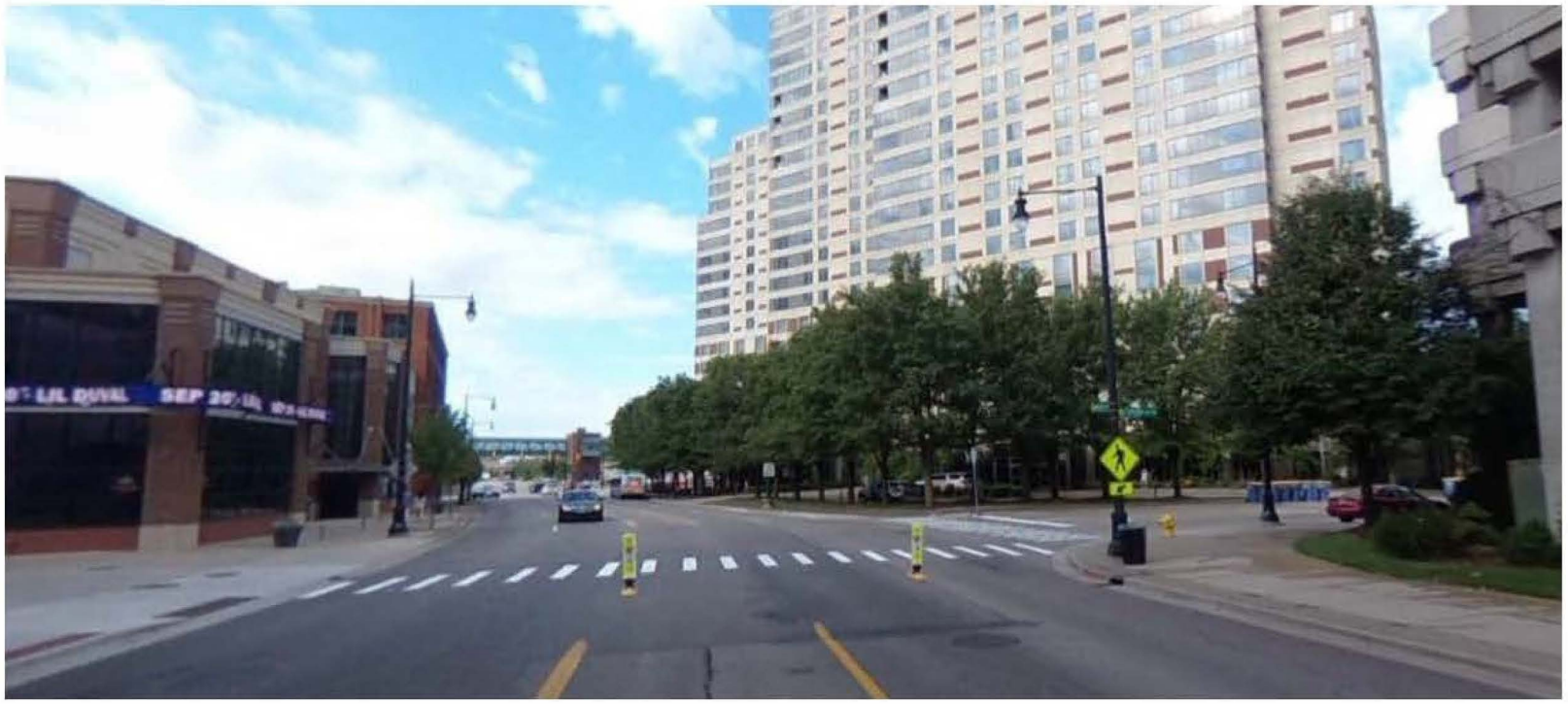




DDA MEETING JUNE 8, 2022

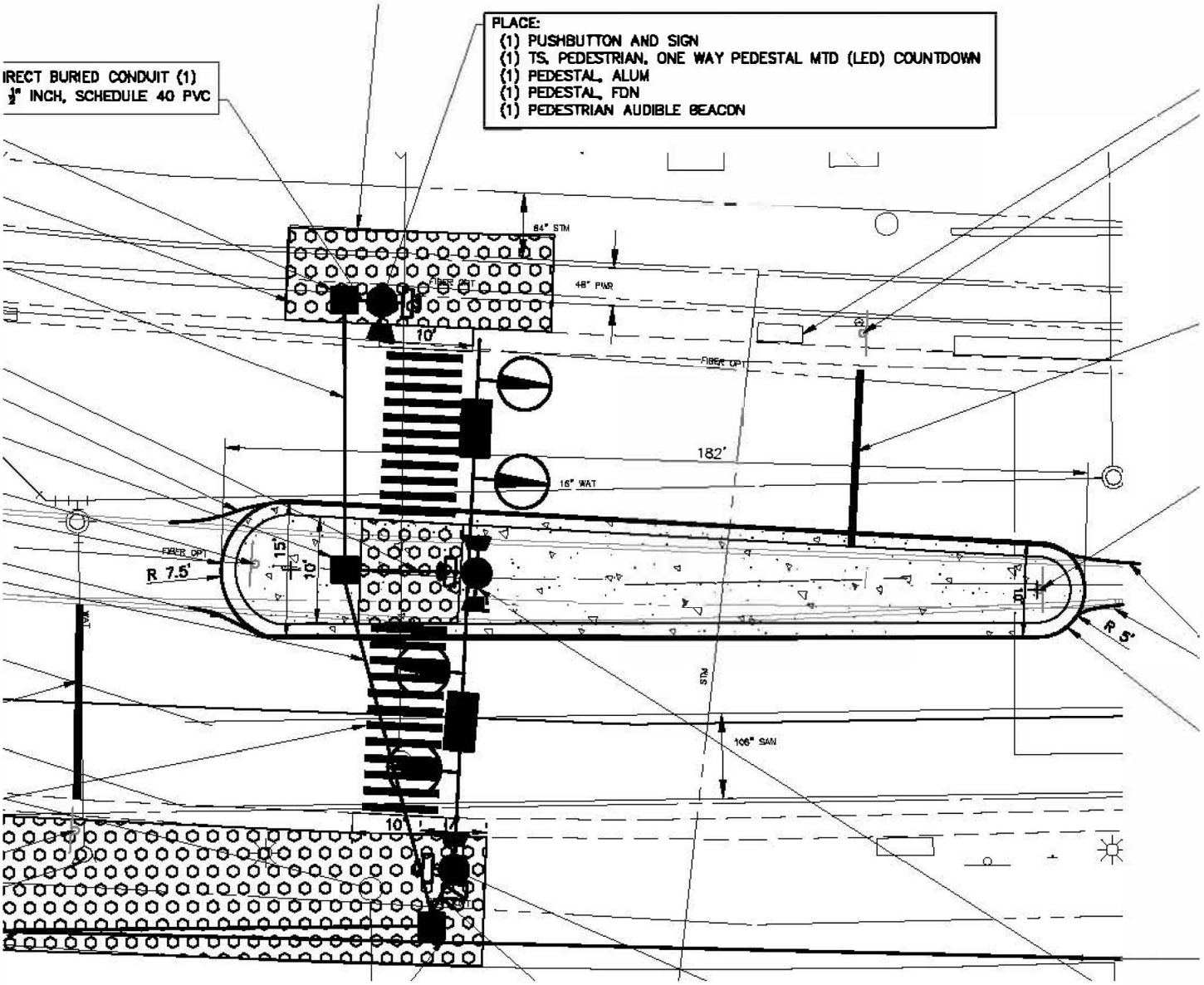
MONROE AND CAMPAU ENHANCED CROSSWALK

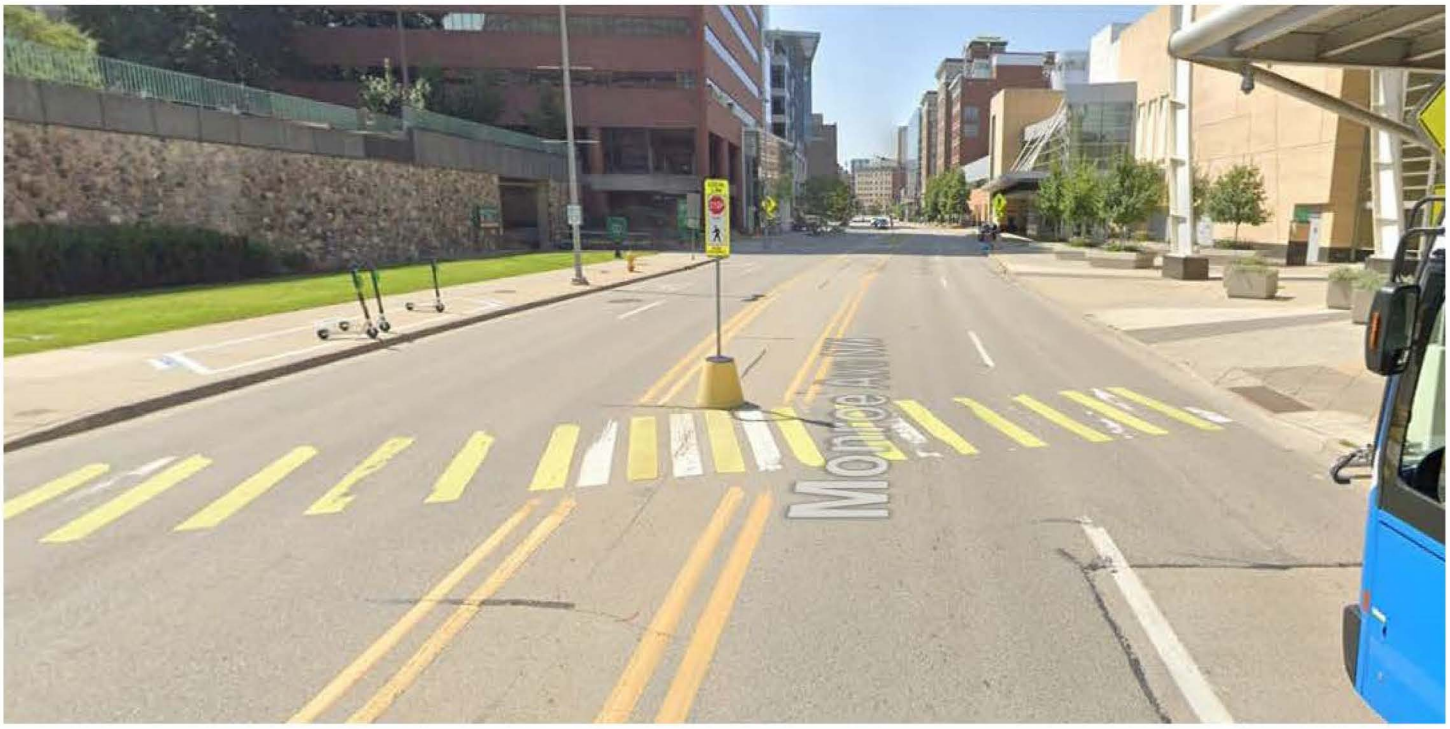




DDA MEETING JUNE 8, 2022

MONROE AND CITY HALL ENHANCED CROSSWALK

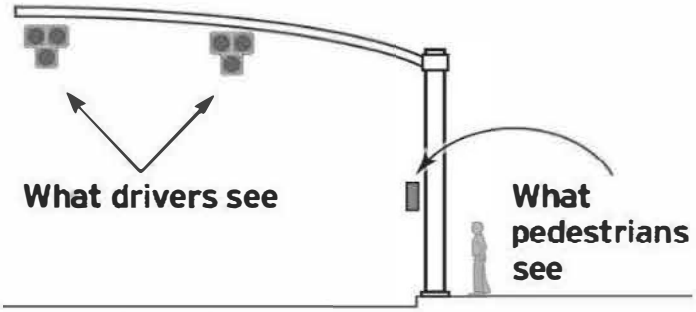




DDA MEETING JUNE 8, 2022

MONROE AND CITY HALL ENHANCED CROSSWALK PEDESTRIAN HYBRID BEACON

HOW DOES THE NEW PEDESTRIAN HYBRID BEACON CROSSWALK WORK?



The Pedestrian Hybrid Beacon signal is dark. Traffic is free to move until a pedestrian presses button to cross.



When a pedestrian activates the signal, approaching cars will see a flashing yellow light.



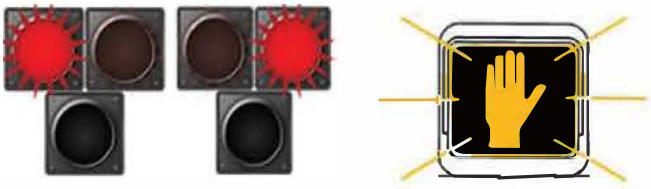
The signal will change to a solid yellow, indicating that drivers must slow down and prepare to stop.



The signal will change to a double, solid red, indicating to drivers that they must stop. The pedestrian will then be allowed to cross the street.



When the signal begins flashing with alternating red lights, all vehicles must come to a complete stop, but may proceed if there are no pedestrians in the crosswalk.



MEMORANDUM

DOWNTOWN
DEVELOPMENT
AUTHORITY

DDA

Agenda Item #9
June 8, 2022
DDA Meeting

DATE: June 8, 2022

TO: Downtown Development Authority

FROM: Melvin Eledge Jr.
Operations Manager

SUBJECT: **Wayfinding Implementation & Design Scope Amendment**

In 2015 the GR Forward plan laid out, among other priorities, the improvement of the navigation and wayfinding system throughout Downtown Grand Rapids. In June 2020 DGRI took its first steps towards realizing this goal with the hiring of Progressive AE and RLR to design a wayfinding that:

- Focuses more on enhancing pedestrian experience.
- Appeals to a broader segment of Downtown pedestrians through the use of inclusive design principals.
- Creates opportunities to upgrade of 21st century wayfinding strategies such as interactive kiosks and mobile applications.
- Allows for easier maintenance and updating.
- Aligns and integrates the on-street and skywalk wayfinding systems.

In December the DDA Board approved the scope of work outlined for Task 4 of the Wayfinding Contract which broke down implementation into six prioritized phases (A-F). Work for Phase A: The Skywalk was completed in April with bid documents released in May. After reviewing the responses to the RFQ, L+H Companies was selected as the fabricator and installer for this phase of the project. The fees outlined in the proposal are $31,933 for fabrication and installation of the signs outlined in the Phase A bid package.

Recommendation #1: Authorize the executive director to enter into a contract with L+H Companies for an amount not to exceed $35,764 for implementation of the Skywalk portion (Phase A) of the Downtown Wayfinding project.

In May 2022, Mobile GR requested moving up the timeline on the Downtown parking structure signage due to changes in their operations that would require new signage. To facilitate this,

DOWNTOWN
GRAND RAPIDS INC.

additional design outside of the original scope of work needs to be completed to ensure it aligns with the overall design of the wayfinding sign family.

Progressive AE & RLR Associates, DGRI's current project consultants, have outlined a scope of work to complete these new designs as well as the associated cost which is $43,245. The additional costs will be paid for by Mobile GR so there is no additional funding required by the DDA. However, as the contract holder the DDA needs to agree to this amendment to allow for the additional work to happen.

Recommendation #2: Authorize an amendment to increase the total contract by an amount not to exceed $43,245 to complete design for new parking structure wayfinding to be paid for by Mobile GR.

ProgressiveAE

DGRI Wayfinding Grand Rapids Skywalk

Signage Fabrication and Installation Services

Representative:

Hamilton Handling

Sales Executive

HamiltonH@lhsigns.com

(570) 617-1608

L&H Companies, HQ

425 North 3rd Street

Reading, Pa 19601

L&H Companies
Sign Development



DOWNTOWN
GRAND RAPIDS INC.

Opening Statement

On behalf of L&H Companies I am pleased to provide this document as our proposal and response to the DGRI Wayfinding Grand Rapids Skywalk. We have based this pricing submittal for signage off the design package and enclosed bid form from Progressive AE. L&H Companies has been providing customized architectural signage programs since 1992. Having successfully completed signage projects nationally in over 35 states, our team of experienced project managers understand the complexity associated with custom architectural projects. Understanding the foundation of the design and how to not only interpret the intent but execute flawlessly is one of our biggest strengths.

Within this proposal we have provided all required submittals including lump sum pricing and completed bid forms. We have also provided additional information on our fabrication capabilities, project management, and project experience.

Within this proposal we have detailed our robust fabrication facility that allows us to produce all components of your program in house, maintaining quality, budget, and schedule. Following approval of this pricing submittal, L&H will move forward into engineered shop drawings and sample submissions to finalize construction and installation methods. Upon completion of shop drawings, L&H will submit for permit approval. Upon receipt and approval of permit, L&H will commence fabrication and begin developing our strategic installation plan.

Should you have any questions related to the overall project or the pricing submittal, please contact me direct by phone or email listed below. We thank you for the opportunity and look forward to hearing your feedback.

Cordially yours,

Hamilton Handling
570.617.1608
hamiltonh@lhsigns.com

Company Overview

Who We Are

L&H Companies is a nationally recognized provider of architectural signage and visual solutions. We perform services ranging from engineering through permit acquisition, fabrication, and installation for custom signage and specialty fabricated fixtures.

Our manufacturing facility consists of state-of-the-art machinery staffed by fabricators with over 100 years of collective experience.

Project Management

Our project management team is comprised of twelve full time project managers, four project assistants, and lead by VP & Director of Project Management, Matt Robinson.

Our Project Management Methodology is based on rigorous on-board training, procedures, and continued education.

Our team is adept at every step of the process from permit research and acquisition, engineering and production management, trade coordination, on site presence, budget management, and effective communication.

Design Intent Delivery

We take great pride in the creative process, and do not look for shortcuts when it comes to delivering your design intent. Our continued re-investment into our fabrication facility and detailed approach to engineering submissions ensures the client a complete understanding of the final product.

In short, if you can design it, we can build it. We encourage you to connect with some our references including Chris Hayes at Cannon Design and Ferdinand Meyer at FMG Design.

Workforce

Our qualified workforce of over 100 employees is comprised of project managers, engineers, fabricators, in field technicians, and signage installers who collectively work to bring the most complex projects to life from start to finish.

Location

L&H has successfully completed projects across the country from Florida to California and everywhere in between. Our headquarters and manufacturing facility is in Reading, Pennsylvania. We also operate two divisional offices in Charlotte, North Carolina; and Tampa Bay, Florida with full staffed project management team and sales.

L&H Project Team

Detailed on the next page is an overview of the initial project team drafted with responsibilities and roles for this project, as well as experience with similar projects. During the initial project kickoff team members will be reviewed and assigned responsibilities and roles based upon final scope.

3.0
Proposal Fee

Attachment A Project Costing

Wednesday, June 1, 2022

Downtown Grand Rapids Inc.
Downtown Grand Rapids Wayfinding
Grand Rapids, MI 49503

Manufacture / Installation

Item	Description	Qty	Unit	Extended
505-1	**Door Vinyl - Single Door**	5	$ 185.00	$ 925.00
505-2	**Door Vinyl - Double Door**	16	$ 469.00	$ 7,504.00
510	**Exterior Flag - Mounted Directional**	1	$ 1,931.00	$ 1,931.00
520	**Exterior Skywalk Map**	1	$ 3,253.00	$ 3,253.00
530	**Interior Skywalk Map - Alum Fab**	7	$ 1,479.00	$ 10,353.00
540	**Interior Vinyl Wall Directional**	10	$ 166.00	$ 1,660.00
550	**Interior Flag - Alum Mounted Directional**	5	$ 771.00	$ 3,855.00
560	**Interior Suspended - Alum Directional**	1	$ 1,301.00	$ 1,301.00
505 - 3	**DEMO EXISTING**	3	$ 78.00	$ 234.00
505 - 5	**DEMO EXISTING**	2	$ 62.00	$ 124.00
505 - 8	**DEMO EXISTING - RELOCATE**	1	$ 62.00	$ 62.00
505 - 9	**DEMO EXISTING - RELOCATE**	1	$ 62.00	$ 62.00
530 - 2	**DEMO EXISTING**	1	$ 62.00	$ 62.00
530 - 4	**DEMO EXISTING**	2	$ 109.00	$ 218.00
530 - 5	**DEMO EXISTING**	2	$ 109.00	$ 218.00
530 - 6	**DEMO EXISTING**	1	$ 62.00	$ 62.00
550 - 5	**DEMO EXISTING**	1	$ 109.00	$ 109.00
			Manufacture/Installation:	$ 31,933.00
			Project Total:	$ 31,933.00

Notes:
Proposal does not include sales tax, permit acquisition, permit fees, permit expediting, PE seal (if required), or any potential variance costs.
Installation is based on normal non-union day-time labor.
Wall Condition - All prices reflect normal wall conditions. Any encounter of abnormal thickness or obstruction will result in additional billing that will be the responsibility of the customer

L&H Standard terms are 50% initial progress invoice. See additional attached L&H Terms & Conditions
Quote is valid for 60 days

5.0
Project Experience & References











City of St. Petersburg

St. Petersburg, FL

St. Petersburg is a city on Florida's gulf coast, and is the second largest city in the Tampa Bay Area. The City of St. Petersburg contracted L&H Companies to fabricate and install the exterior signage and environmental Graphics. Working with the designer, MERJE, L&H managed the complex project of populating the area with signage that would aid tourists to find their destination with ease. The signage required the full array of colors to be bold and consistent throughout. Using our EFI VUTEk pro printer we produced the vibrant colors superior in hue with impeccable color accuracy across various sign types.

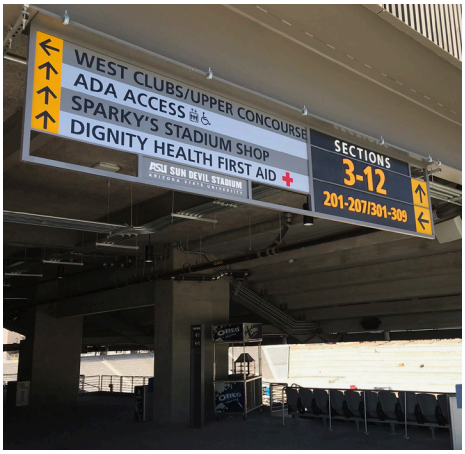
Scope of Work

Exterior Signage
Wayfinding











Arizona State University

Tempe, AZ

L&H Companies collaborated with Arizona State University on rebranding their football stadium signage. Arizona State University in Tempe, AZ is a public university ranked #1 in the U.S. for innovation, dedicated to accessibility and excellence. They needed signage that would match their “innovation” commitment. Working with the designer, Infinite Scale, and architects, Gould Evans and HNTB, two innovative signage solutions were developed for ASU consisting of a seamless weld not exposing any assembly hardware on the ID signs and a 30 ft. pylon sign with two identical panels that would line up perfectly creating a seamless view. The ID signs and pylon sign was an incredible success for L&H pushing the barriers of what a fabricator can do with signs. Visit our blog for more detailed information.

Scope of Work

Exterior Signage
Wayfinding Signage
ID Signage
30 Ft. Customized Pylon Sign













King Of Prussia Mall

King of Prussia, PA

IMC Construction selected L&H Companies to fabricate and install exterior and interior wayfinding and branding signage at The Mall of King of Prussia, the nation's second largest shopping mall. The design consultant, RTKL, exquisitely designed all signage for this prominent Simon Property Group mall. The package included signage for vehicular directional, valet, dining hall tenants, large parking gateways, restaurant tenants, all parking decks and an extensive interior wayfinding signage package. Both the exterior and interior signage communicates King of Prussia's new brand identity with readable entry features and successfully guides shoppers to their destination.

Scope of Work

Interior Signage
Exterior Signage
Wayfinding Signage











Tower Health

Reading, PA

Tower Health brings together more than 11,000 team members, 2,000 nationally recognized physicians, specialists and providers across 65 convenient locations. The new name, Tower Health, reflects their collective strength, innovative spirit and bold commitment to taking healthcare to new heights. Matching this commitment in their signage, L&H Companies was contracted for their innovative techniques, including the newly invented flush mount panel system. Working closely with Cloud Gehshan, the design firm on the project, L&H Companies manufactured the signage for both the exterior and interior of the Reading Hospital, as well as, the exterior signage on the remaining five hospitals.

Scope of Work

Exterior Signage
Interior Signage
Wayfinding
Flush Mount Panel System











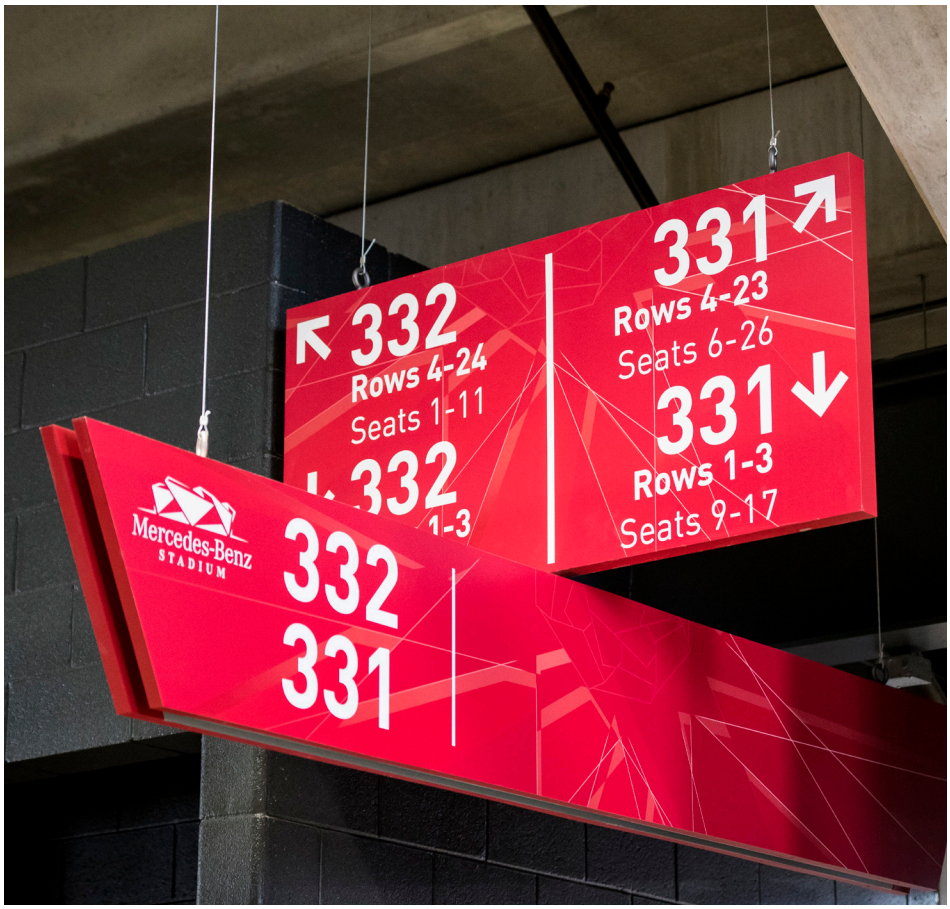
Atlanta Falcons | Mercedes-Benz Stadium

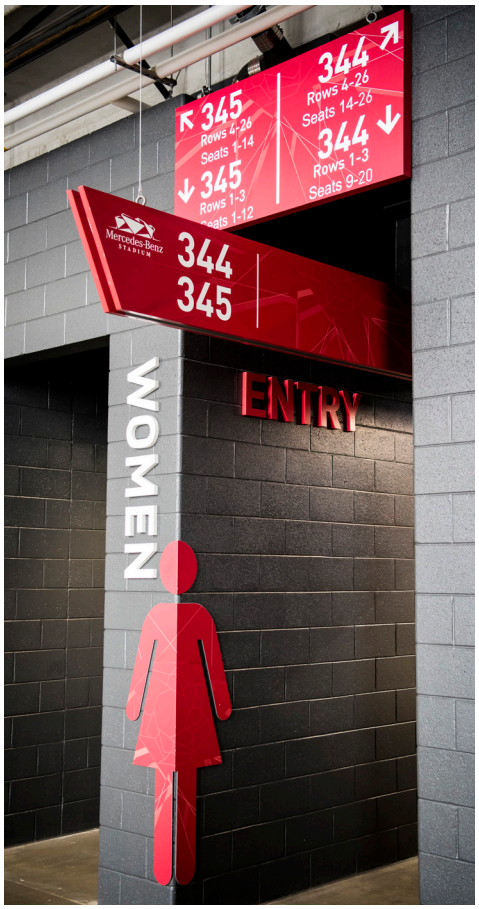
Atlanta, GA

Mercedes-Benz Stadium is a brand new retractable-roof, multi-purpose stadium in Atlanta, Georgia, that will serve as the home of the Atlanta Falcons of the National Football League (NFL) and Atlanta United FC of Major League Soccer (MLS). L&H Companies was awarded the directional exterior and interior signage for this project designed by HOK. The sign project consists of modern graphics with innovative sign types contributing to the look of the iconic architectural landmark.

Scope of Work

Exterior Signage
Interior Signage
Wayfinding











Atlanta Falcons | Mercedes-Benz Stadium

Atlanta, GA

Mercedes-Benz Stadium is a brand new retractable-roof, multi-purpose stadium in Atlanta, Georgia, that will serve as the home of the Atlanta Falcons of the National Football League (NFL) and Atlanta United FC of Major League Soccer (MLS). L&H Companies was awarded the directional exterior and interior signage for this project designed by HOK. The sign project consists of modern graphics with innovative sign types contributing to the look of the iconic architectural landmark.

Scope of Work

Exterior Signage
Interior Signage
Wayfinding


LH
Companies
Sign Development



CITY OF GRAND RAPIDS PARKING GARAGE WAYFINDING

Proposal for MobileGR | May 5, 2022

progressive ae

RLR®

PROJECT UNDERSTANDING :

The aim of this project is to implement the wayfinding program developed by RLR Associates for Mobile GR. This proposal is a partner proposal to it's sister project - the Downtown Wayfinding Signage Plan for Downtown Grand Rapids Inc. The goal of both projects is to provide a seamless user experience for users of our city. Lacking in primarily the pedestrian wayfinding elements, our efforts as a part of this work will provide clarity and a unified signage identity and design aesthetic for Grand Rapids.

Building off of work already completed, this proposal outlines a streamlined, condensed approach for specifically the parking facilities around downtown. Mirroring the original Tasks in DGRI's proposal, our process (outlined below) follows the same investigation and development strategy. Our first step will be to perform a detailed audit of existing wayfinding at each of the garage locations. As a part of this initial investigation, we will host a programming workshop to brainstorm and gain knowledge around what is working currently for Mobile GR and what opportunities there are for growth and change. Next we will craft and present back our findings with preliminary concepts for feedback and review. Two meetings will be provided for confirmation of direction and concept. Our third phase will be documentation for bidding and manufacturing of these sign elements, with our fourth and final phase focused on implementation. Plans will be developed locating and coordinating each location (if floor plans are not available, photographs for locations will be used).

Supporting this effort will be the monument signs already created for each location as part of the previously completed DGRI work. In addition, these designs and location plans will be based off of our templates and documents created to support the detailing and location for previous phases of implementation.

OUTLINE OF PHASES :

Preliminary Schedule

1. **Programming + Discovery** – We will perform an on-site assessment, cataloging the existing wayfinding elements (including, but not limited to the quantity of signs, sign type, sizing, information capturing, rate infomation, etc). This existing audit will be provided to MobileGR for their records and will support our method and strategy for future wayfinding implementation. All documentation will be provided with photographs and diagrams in the scenario existing garage floor plans are not available.

   Mid-June 2022

   Meeting 1 : Pre-Workshop PAE + RLR will facilitate an initial workshop to obtain clarification on signage needs and goals and aspirations on how we want our wayfinding system to function. In addition, our dialogue will provide goals and alignment of the systems to be implemented.

   Late June

2. **Concept Design** - Building upon prior discoveries in Phase 1, we will generate concept designs within the parameters of the previous family of DGRI wayfinding signs. A preliminary message schedule will be produced to verify sign infomration.

   Early July

   Meeting 2 : Preliminary Concept Design *(Virtual)* Initial sign family concepts will be presented for comment and review. Feedback will be captured and notes provided back to the group. Having reviewed with our partner in fabrication, ideas around construction of the signs and concept materials will also be discussed.

   Early Aug

Meeting 3 : Concept Design Confirmation *(Virtual)* Incorporating feedback from Meeting 2, we will have a refined concept of signs for this review. Any minor modifications resulting from this meeting will be addressed and included in the final package. At the conclusion of this portion of the project, we will include a review from Disability Advocates of Kent County to address any visibility concerns. A design documentation package will be provided at the conclusion of this phase.

Late August

3. **Sign Documentation** - The final selected concepts will be detailed and incorporated into construction documents by RLR suitable for bidding.

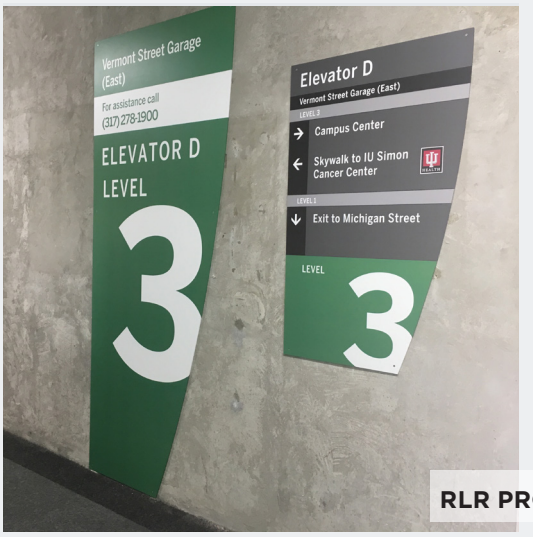
Early September

4. **Implementation** - In two parts, this phase will be coordinated with Task 4 of DGRI's Wayfinding package. First, the interior of each garage location will be included with our confirmation walk-through as scheduled. Each location will be documented with garage floor plans (pictures if not available). MobileGR will attend this walk-through, along with a representative(s) from PAE, RLR, and DGRI (if needed). The site confirmations will be sent to the walk-through team to confirm our findings.

Mid-September

Second, the Location Plans and the Sign Documents will submitted as one bid package for this project. A 95% draft set will be provided for client review, with any resulting feedback incorporated into our final deliverable package. Permitting through the City of Grand Rapids is not anticipated as a part of this project.

Early November







RLR PROJECT EXAMPLE

Clarifications :

Sign mock-ups and physical copies of documents will be provided as requested.
Construction Assistance is not provided in this scope of work, but can be provided at an additional hourly rate.
Fee is based upon the anticipated sign quantity within this project scope. If multiple implementation phases are desired, and/or if the implementation phase is minimal, the proposed fee will be re-assessed. Per email on April 19, 2022, we anticipate 9 garage locations, 39 signs.
Any locations requiring MDOT review or City of Grand Rapids permit will increase timeline for review by a minimum of 60 days.
Assistance for temporary signage prior to final installation of this work can be provided at an additional hourly rate.

PROJECT FEE

The following effort is itemized by phase.		PAE	RLR	Phase Totals
Phase One :	**Programming + Discovery**	$3,390	$1,750	$5,140
Phase Two :	**Concept Design**	$1,885	$9,320	$11,205
Phase Three :	**Sign Documentation**	$2,750	$12,410	$15,160
Phase Four :	**Implementation**	$11,140	$600	$11,740
	Fee Total	$19,165	$24,080	=**$43,245**

We would very much enjoy this opportunity to continue our valued partnership with the City of Grand Rapids and look forward to discussing our proposal details with you. Should you have any questions or need any additional information, please do not hesitate to contact our office.

Sincerely,
Progressive AE

Suzanne M. Schulz, AICP
Urban Planning Practice Leader

Joy Sportel, AIA NCARB
Architect + Planner

ACCEPTED BY : _____

PRINTED NAME : _____ DATE : _____

Progressive AE has prepared this proposal for MobileGR and we request that it be treated as confidential and not copied or distributed for any reason other than evaluation for hire.

The terms of this proposal defining project understanding, scope, schedule, clarifications and professional compensation are incorporated into the Standard Agreement Provisions for Professional Services which are attached. The terms and conditions as identified in the Standard Agreement Provisions will be valid unless superseded by an AIA Standard Form of Agreement. If this proposal meets with your approval, please sign below and return a copy of the signed proposal. Your signature will be our authorization to begin the work and place the project in the firm's schedule. If you do not sign and return this proposal, and after receipt of this proposal you request or accept services from Progressive AE in connection with this or any other engagement, your request or acceptance of such services will be deemed to be an acquiescence or agreement with the terms provided in this proposal.

CONTACT : Joy Sportel, AIA NCARB
269.720.6563
sportelj@progressiveae.com

The parties to this agreement, Progressive AE, Inc., Grand Rapids, Michigan, USA, hereinafter called the OWNER, hereby agree to the following conditions:

1. Limit of Scope: The services provided by the PLANNER shall be limited to those described in the proposal dated May 5, 2022. The parties agree that the terms of the proposal are incorporated herein by reference, and are part of this agreement as if fully set forth herein. If any terms set forth in the proposal are expressly in conflict with the terms hereof, the terms of the proposal shall govern.

2. Changed Conditions: If, during the term of this Agreement, the PLANNER becomes aware of any circumstances or conditions that were not originally contemplated by or known to the PLANNER, then to the extent that they affect the scope of services, compensations, schedule, allocation of risks or other material terms of this Agreement, the PLANNER may call for re-negotiation of appropriate portions of the Agreement. The PLANNER shall notify the OWNER of the changed conditions necessitating re-negotiation, and the PLANNER and the OWNER shall promptly and in good faith enter into re-negotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.

3. Delays: The OWNER agrees that the PLANNER is not responsible for any damages arising directly or indirectly from any delays for causes beyond the PLANNER's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions, epidemics, pandemics or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in a timely manner; failure of performance by OWNER or the OWNER's contractors or consultants; or discovery of any hazardous substance or differing site conditions.

   In addition, if the delays resulting from any such causes increase the cost or time required by the PLANNER to perform its services in an orderly and efficient manner, the PLANNER shall be entitled to a reasonable adjustment in schedule and compensation.

4. Additional Services: Additional services not specifically identified in the Scope of Services shall be paid for by the OWNER in addition to the fees previously stated, provided the OWNER authorizes such additional services in writing. Special services will be billed monthly as work progresses and invoices are due upon receipt. If services covered by this agreement have not been completed within 6 months of the date of this agreement, through no fault of the PLANNER, extension of the PLANNER'S services beyond that time shall be compensated as additional services.

5. Code of Ethics and Professional Conduct: Professional Services provided by the PLANNER will be conducted in a manner consistent with ordinarily and normally exercised by licensed PLANNERs practicing in the State where the Project resides. The OWNER and PLANNER agree that a contingency in the amount of three percent (3%) of the cost of the work be established, as required, for changes that may be required because of possible omissions, ambiguities, or inconsistencies in plans and specifications.

6. Value-Added/Betterment: If, due to the PLANNER's error, any required item or component of the project is omitted from the PLANNER's Construction documents, the PLANNER shall not be responsible for paying the cost to add such item or components to the extent that such item or component would have otherwise been necessary to the project tor otherwise adds value or betterment to the project. In no event will the PLANNER be responsible for any cost or expenses that provides value, upgrade, or enhancement of the project.

7. Hazardous Materials: The PLANNER shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic

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substances in any form on any project sites. The OWNER shall furnish tests, inspections and reports required by law or the Contract Documents, such as traffic, environmental impact reports or assessments and chemical tests, tests for air and water pollution, and tests for hazardous materials.

8. Opinions of Probable Construction Cost: In providing opinions of probable construction cost, the OWNER understands that the PLANNER has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the PLANNER's opinions of probable construction costs are made on the basis of the PLANNER's professional judgment and experience. The PLANNER makes no warranty, express or implied that the bids or the negotiated cost of the Work will not vary from the PLANNER's opinion of probable construction cost.

9. Schedule for Rendering Services: The PLANNER shall prepare and submit for OWNER approval a schedule for the performance of the PLANNER's services. This schedule shall include reasonable allowances for review and approval times required by the OWNER, performance of services by the OWNER's consultants, and review and approval times required by public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in scope, character or size of the project requested by the OWNER, or for delays or other causes beyond the PLANNER's reasonable control.

10. Ownership of Reports, Drawings and Other Materials: The OWNER agrees that all reports, drawings, letters, worksheets, plans, preliminary material tables, supportive data, documents and other materials produced by the PLANNER in the course of and for the purpose of meeting this contract are the property of the PLANNER, shall remain in the possession of the PLANNER and the PLANNER has and retains all copyrights in such material. Upon execution of this Agreement, the PLANNER grants to the OWNER a nonexclusive license to reproduce the PLANNER's Instrument of Service solely for the purposes of constructing, using and maintaining the Project provided that the OWNER shall comply with all obligations including the prompt payment of all sums when due, under this Agreement.

11. Payment Terms: Invoices will be submitted by the PLANNER monthly, are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the date of invoice. Invoices past due shall accrue interest at one percent (1%) per month from the original invoice date. If past due invoices cause the PLANNER to proceed with legal action or collection services, the OWNER agrees to pay all of the PLANNER's collection expenses including reasonable attorney fees.

12. Disputed Invoices: If the OWNER objects to any portion of an invoice, the OWNER shall so notify the PLANNER in writing within ten (10) calendar days of receipt of the invoice. The OWNER shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest at one percent (1%) per month shall be paid by the OWNER on all disputed invoice amounts that are subsequently resolved in the PLANNER's favor and shall be calculated on the unpaid balance from the due date of the invoice.

13. Abandonment of Work: If any work is abandoned or suspended, the PLANNER shall be paid for services performed prior to receipt of written notice from the OWNER of abandonment or suspension.

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14. Professional Liability Insurance and Limitation of Liability: The PLANNER maintains professional liability insurance as part of its normal business practice. The OWNER agrees to limit the PLANNER's liability to the OWNER and to all Consultants on the project due to the PLANNER's negligent acts, errors, or omissions, such that the total aggregate liability of the PLANNER to all those named shall not exceed the amount of the PLANNER's compensation for the Project.

15. Indemnification: Subject to the limitation in paragraph 14 above, the PLANNER agrees to the fullest extent permitted by law, to indemnify and hold harmless the OWNER against damages, liabilities and costs arising from the negligent acts of the PLANNER in the performance of professional services under this Agreement, to the extent that the PLANNER is responsible for such damages, liabilities and costs. The PLANNER shall not be obligated to indemnify the OWNER for the OWNER's own negligence.

16. Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the PLANNER, their respective officers, directors, partners, employees, contractors or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of incidental, indirect and consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the OWNER and the PLANNER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

17. Dispute Resolution: In an effort to resolve any conflict, the duly authorized representatives of each party will meet together in good faith in an attempt to resolve the conflict. If this attempted resolution fails to resolve the claim or dispute, the parties agree that all claims, disputes, and other matters in question between the parties arising out of or relating to this Agreement or breach thereof first shall be submitted for non-binding mediation to any one of the following, as agreed to by the parties: American Arbitration Association, American Intermediation Service, Americord, Dispute Resolution, Inc., Endispute, or Judicate. The parties hereto agree to fully cooperate and participate in good faith to resolve the dispute(s). The cost of mediation shall be shared equally by the parties hereto. Any time expended in mediation shall not be included in calculating the time for filing arbitration.

    If mediation fails to resolve the claim or dispute, the matter shall be submitted to arbitration with the American Arbitration Association under the Construction Industry rules, unless the parties agree otherwise or unless a plaintiff not a party hereto institutes litigation in a court of competent jurisdiction and said court takes personal jurisdiction over one of the parties hereto regarding the same subject matter as in dispute between the parties hereto.

    No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder, or in any other manner, any additional person not a party to this Agreement except by written consent of the parties and such consent to arbitration involving an additional person(s) shall not constitute consent to arbitration of any dispute not described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional person(s) shall be specifically enforceable under the prevailing arbitration law.

    The demand for arbitration shall be made within one (1) year of the date the claimant knew or should have known of the existence of the claim, dispute, or other matter but in no event later than 3 years after the date of substantial completion of the project. If the demand for arbitration is not effectuated within such times, the claim, dispute, or other matter shall be forever barred.

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The decision rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. In the event either party makes a claim or brings an arbitration action or lawsuit against the other party for any act arising out of the performance of the services hereunder, and the claimant fails to prove such claim or action, then the claimant shall pay all legal and other costs (including attorneys' fees) incurred by the other party in defense of such claim or action.

18. Hiring of Personnel: OWNER may not directly hire any employee of the PLANNER. OWNER agrees that it shall not, directly or indirectly solicit any employee of the PLANNER from accepting employment with OWNER, affiliate companies, or competitors of PLANNER.

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MEMORANDUM

DOWNTOWN
DEVELOPMENT
AUTHORITY

DDA

Agenda Item #10
June 8, 2022
DDA Meeting

DATE: June 8, 2022

TO: Downtown Development Authority

FROM: Melvin Eledge Jr.
Operations Manager

SUBJECT: Flower Planting & Beautification Sub-Contractor

In February 2022 DGRI staff issued an RFP for its Beautification, Maintenance and Placemaking services program. The RFP was sent directly to established, known firms that typically provide these kinds of services as well as publicly listed in the International Downtown Association (IDA) website. On March 3rd, DGRI staff received 1 qualified proposal from Block by Block with local greenhouse Micandy Gardens as a sub-contractor to provide flower planting and maintenance.

DGRI staff requested the existing Downtown Improvement District (DID) reauthorization committee review the proposal and provide feedback and recommendations to staff as to the quality and content of the received proposal.

This proposal is to cover all existing planting services Downtown and will also encompass additional plantings and services previously requested as part of placemaking efforts outside of the original scope of work.

The total cost of the services is $159,000 and includes a 12% contingency to account for increasing costs related to inflation and supply chain pressures. The total request to the DDA is for an amount not to exceed $46,385. The DID will fund the remaining portion of the scope.

Recommendation: Authorize DDA funding for an amount not to exceed $46,385.00 for Flower planting and Beautification contractual services in FY23.

DOWNTOWN
GRAND RAPIDS INC.

MEMORANDUM

DOWNTOWN
DEVELOPMENT
AUTHORITY

DDA

Agenda Item #11
June 8, 2022
DDA Meeting

DATE: June 3, 2022

TO: Downtown Development Authority Board

FROM: Kimberly Van Driel
Director of Public Space Management

SUBJECT: Authorization for FY23 Winter Lighting & Decor

In 2014, DGRI took over the holiday décor for Downtown Grand Rapids and worked to develop and enhance some of our downtown public spaces during the winter season. Over the years we have continued this tradition both by replacing and updating the lights and décor from our current displays and adding additional lights and décor to new areas of Downtown.

During the FY23 budget planning process, the reinstallation of current displays and installation of new purchases from last year's fiscal process was again identified as a priority. Due to C-19 some of the planned and purchased décor from last year's DDA approval process were not able to be installed as certain manufacturers of the installations were delayed and did not arrive in time for installation dates. The closure of Rosa Parks Circle also affected the installation of all the newly purchased lighting to create a vibrant rainbow themed color scheme.

This year, we will be able to install all new décor purchased out of last year's budget which included south Division Ave., Monroe North, Rosa Parks Circle new pathway light tunnels, Ionia and Bridge Street. In addition, this year we will be able to replace the white and blue color scheme at Rosa Parks Circle to the multi-colored lights that were purchased last year.

$37,000 would go towards the installation of this year's proposal for all pre-existing lighting and décor with the approved expansion of streets from FY22. An additional $11,000 would cover ordering lights and décor for expansion of at least one new area in the downtown for 2023. With the delay in manufacturing, our team has to place orders well in advance to be able to make it here in time for next year's installation. DGRI staff and Alliance members will help to prioritize the additional plan for expansion based on new construction and areas of priorities downtown.

In 2020, the DDA approved a 3-year contract with DeVries Landscape to handle install, purchasing and deinstallation of all lights and décor. With their help, we will be able to continue to expand our footprint. Downtown lights will officially be turned on no later than December 1, 2022 after installation is completed.

Recommendation:

DOWNTOWN
GRAND RAPIDS INC.

Approve the expenditure not to exceed $48,000 to Christmas Décor by DeVries for the provision, installation, de-installation, and storage of holiday decorations for FY23.

Winter Decor Plan
Downtown Grand Rapids

June 8, 2022



Christmas Decor
by DeVries Landscape

6439 Center Industrial Dr., Jenison MI 49428

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OVERVIEW OF COMPANY

CHRISTMAS DECOR BY DEVRIES

Producing dazzling lighting displays is our PASSION.

Christmas Decor by DeVries has been providing holiday decor since 1996, and we take pride in producing the finest light displays for over 275 discriminating customers in Michigan annually.

Christmas Decor by DeVries employs 17 staff in sales, design and installation. Christmas Decor by DeVries is a division of DeVries Landscape Management, Inc. established in 1965.



DESCRIPTION OF APPROACH

CHRISTMAS DECOR BY DEVRIES

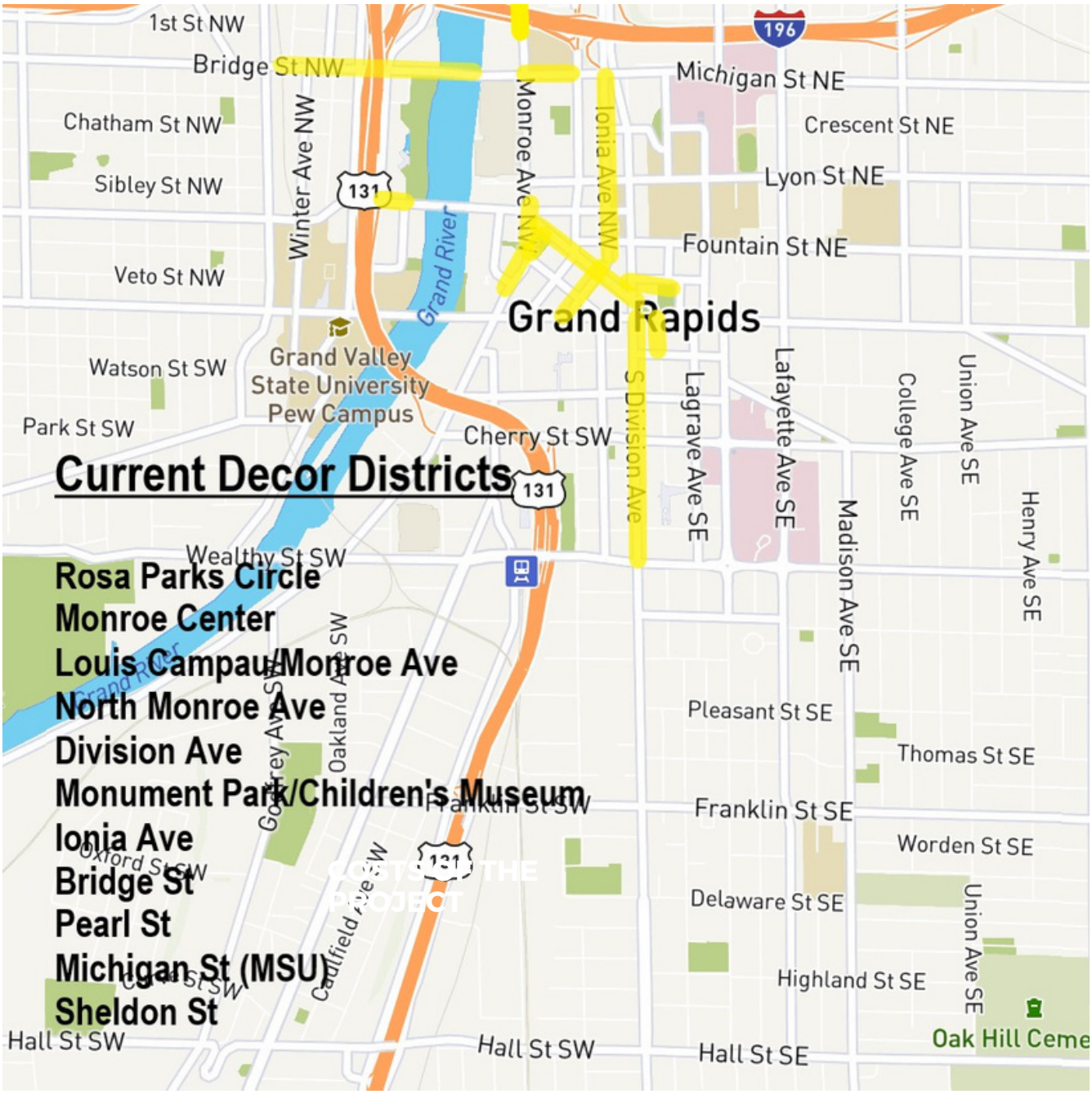
Christmas Decor by DeVries takes a collaborative approach to working with our clients. Christmas Decor will make design suggestions based on the clients' preferences and parameters. Maintenance service of the display is provided proactively to insure optimal function and aesthetics.

Display materials for our commercial clients are typically owned by the client and stored at the Christmas Decor by DeVries facility. A replacement interval is recommended for each component.

Our pricing includes installation, take-down, service and storage. Service calls which are the result of damage to the installation will be billed on a time and material basis.



DECOR DISTRICTS



ROSA PARK CIRCLE



CURRENT CONCEPT:

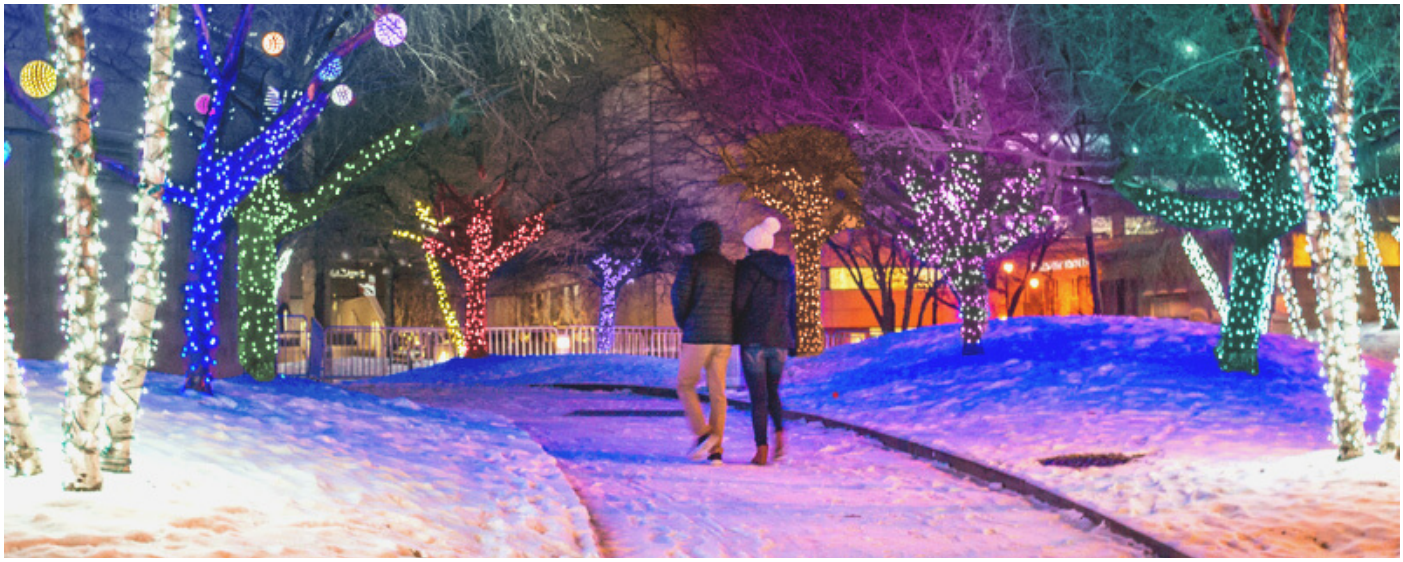
"*Winter Wonderland*"

- Birches in Cool White
- Crab trees in Blue Lights w/Spheres
- Light Tunnels in "Glacier" Color Scheme

DESCRIPTION OF CURRENT PLAN:

"Winter Wonderland" theme. 31 Birch tree trunks lit with cool white mini-lites. 14 Ornamental crab trunks lit with blue mini-lites and 6 lit spheres in blue and cool white suspended from the branches. 9 Maple trees around the skating rink branch wrapped in blue and soft twinkling cool white mini-lites creating a gentle shimmering effect, with snowfall animated icicles (new) and starburst orbs (new) suspended from the branches. Two 20' long light tunnels (new) in a "glacier" color scheme of blue, turquoise and cool white to be placed along walkways for the skaters and visitors to experience.





NEW IDEAS FOR ROSA PARK CIRCLE:

"*Rainbow Fantasy*"

- Bright, New Colors
- Fantastical Focal Trees
- Colored Spots on Ice
- Tunnel of Lights
- Projection on Stage Wall

DESCRIPTION OF FUTURE PLAN:

"Rainbow Fantasy" color scheme with trees lit in a spectacular array of bright colors: purple, pink, chartreuse, green, red, yellow, turquoise, orange, blue, and white. Birch trunks lit in cool white. Landscape punctuated by 3 stunning focal trees. Projected art on the stage wall. Colored spotlights and animated snowflake GOBOs shine down on the ice surface.



ROSA PARK CIRCLE
DESIGN INSPIRATION - 2020







Christmas Decor
by DeVries Landscape

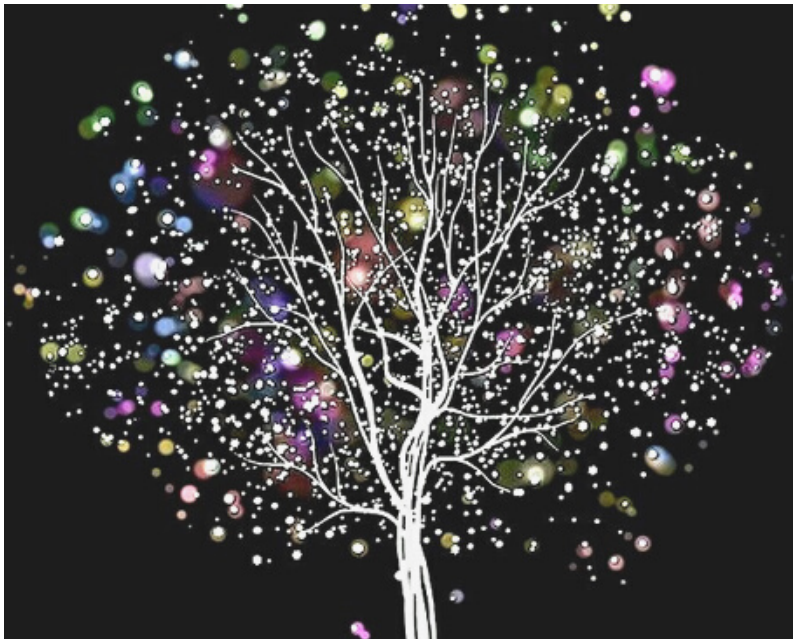




ROSA PARK CIRCLE
DESIGN INSPIRATION - 2020







Christmas Decor
by DeVries Landscape





MONROE CENTER



NEW IDEAS FOR MONROE CENTER:

- Silhouette lighting
- Light canopies
- Programmable Color Splash Lights

DESCRIPTION OF DESIGN:

Current Plan

Cool white 7mm permanent lights branch-wrapped on 52 ornamental trees along Monroe Center. 900 lights per tree. Blue mini-lites installed on 52 light poles.

Future Plan

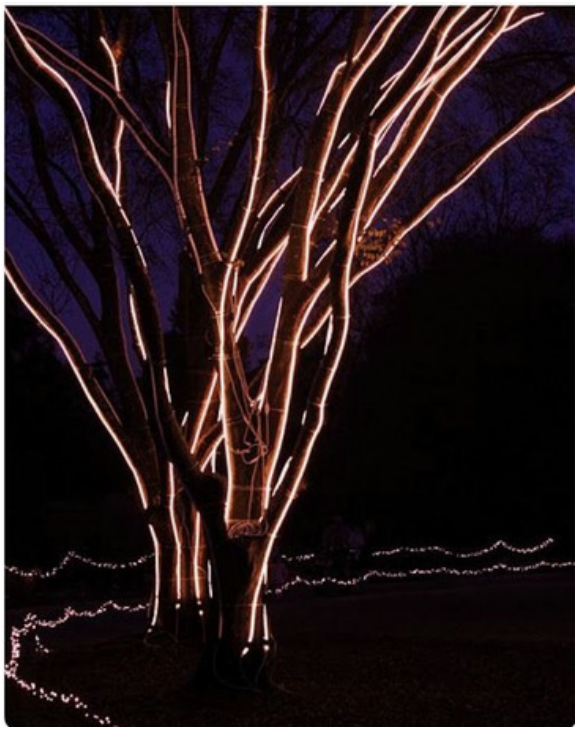
Trees color splashed in programmable RGBW spots, which can be changed to suit the season/holiday. Cool white silhouette rope lighting on trees. Areas featuring light canopies over sidewalk.

MONROE CENTER
DESIGN INSPIRATION - 2020









Christmas Decor
by DeVries Landscape

MONUMENT PARK



NEW IDEAS FOR MONUMENT PARK:

- Animated tree of lights
- Trees washed in bright colors

DESCRIPTION OF DESIGN:

Current Plan

Retro pole decor on 5 light poles adjacent to the Children's Museum and 9 small ornamental trees lit with multi-colored C-9 bulbs (new). Warm white tree of lights near Museum.

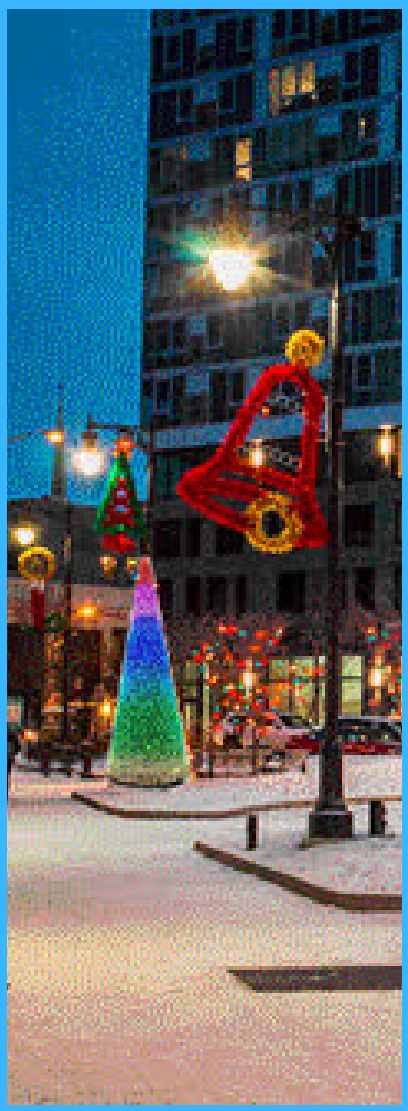
Future Plan

Animated tree of lights outside of Children's Museum. Trees in the park washed with bright colored spot lights.

MONUMENT PARK
DESIGN INSPIRATION - 2020







Christmas Decor
by DeVries Landscape

LOUIS CAMPAU PROMENADE



NEW IDEAS FOR LOUIS CAMPAU PROMENADE:

- "*Rainbow Fantasy*" Color Scheme to mirror Rosa Parks Circle

DESCRIPTION OF DESIGN:

Current Plan

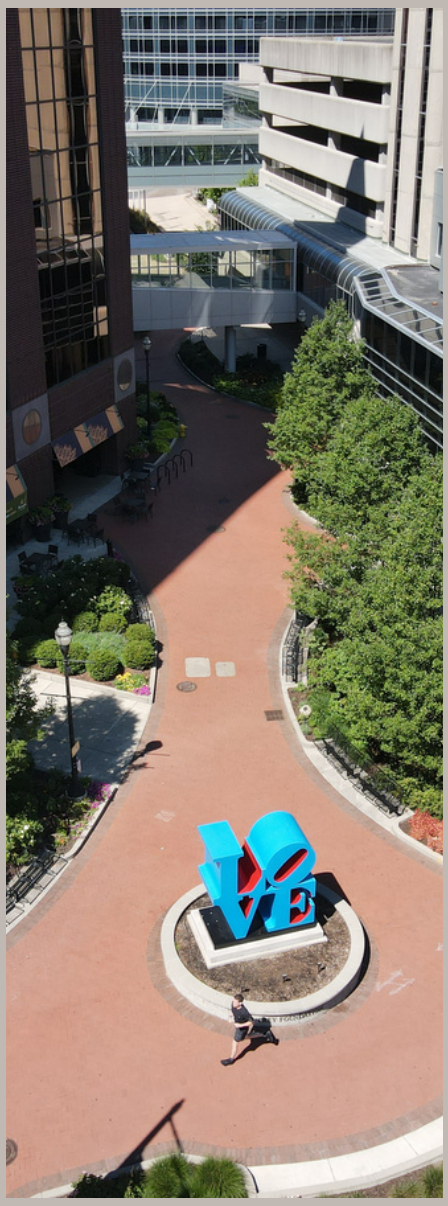
5 ornamental pear trunks wrapped in blue mini-lites. Canopies of pears lit with blue C9 bulbs and every 4th bulb a cool white twinkle. 12 trees on Monroe branch wrapped with blue mini-lites with 3 blue spheres suspended from branches.

Future Plan

Ornamental pear trunks lit in different colors echoing Rosa Park's scheme. Trees along Monroe in "Rainbow" color scheme with cool white spheres.

LOUIS CAMPAU PROMENADE DESIGN INSPIRATION - 2020







Christmas Decor
by DeVries Landscape

MONROE NORTH



NEW IDEAS FOR MONROE NORTH:

- "*Rainbow Fantasy*" Color Scheme
- Trees with Uplit Spots
- Silver tinsel garland

DESCRIPTION OF DESIGN:

Current Plan

Replace snowflake pole decor with 9", wide-cut, silver tinsel garland (new) with re-utilized cool white C-7 bulbs wrapped around 16 light poles.

Future Plan

Ornamental trees uplit in "Rainbow Fantasy" color scheme. Poles wrapped in silver tinsel garland with cool white lights.

DIVISION AVE.



NEW IDEAS FOR DIVISION AVE:

- "*Rainbow Fantasy*" Color Scheme
- Trees with Uplit Spots
- Silver tinsel garland

DESCRIPTION OF DESIGN:

Current Plan

Replace snowflake pole decor with 9", wide-cut, silver tinsel garland (new) with re-utilized cool white C-7 bulbs wrapped around 16 light poles.

Future Plan

Ornamental trees uplit in "Rainbow Fantasy" color scheme. Poles wrapped in silver tinsel garland with cool white lights.

DIVISION AVE
DESIGN INSPIRATION - 2020





Christmas Decor
by DeVries Landscape

BRIDGE STREET



NEW IDEAS FOR BRIDGE STREET:

- Building fronts lit in different bright colors
- Wide-cut silver tinsel garland

DESCRIPTION OF DESIGN:

Current Plan

Replace ornament clusters and pole decor on 24 light poles with 9", wide-cut silver tinsel garland (new)

Future Plan

Building fronts lit with curtains in different bright colors (Downtown Rochester, MI).

BRIDGE STREET
DESIGN INSPIRATION - 2020







Christmas Decor
by DeVries Landscape

IONIA STREET



DESCRIPTION OF DESIGN:

Current Plan

Replace ornament clusters on 43 light poles with 9", wide-cut, silver tinsel garland (new).

Future Plan

Top garland with battery operated cool white starbursts features and battery operated mini-lites to garland.
Overhead decor feature in the Entertainment District.
Festoon lighting in Entertainment District?

NEW IDEAS FOR IONIA:

- Silver tinsel garland w/Starbursts
- Overhead Decor Feature

IONIA STREET
DESIGN INSPIRATION - 2020







Christmas Decor
by DeVries Landscape

PEARL STREET



NEW IDEAS FOR PEARL ST:

- "Rainbow Fantasy" color scheme
- "Specimen" trees in multiple colors and special treatments

DESCRIPTION OF DESIGN:

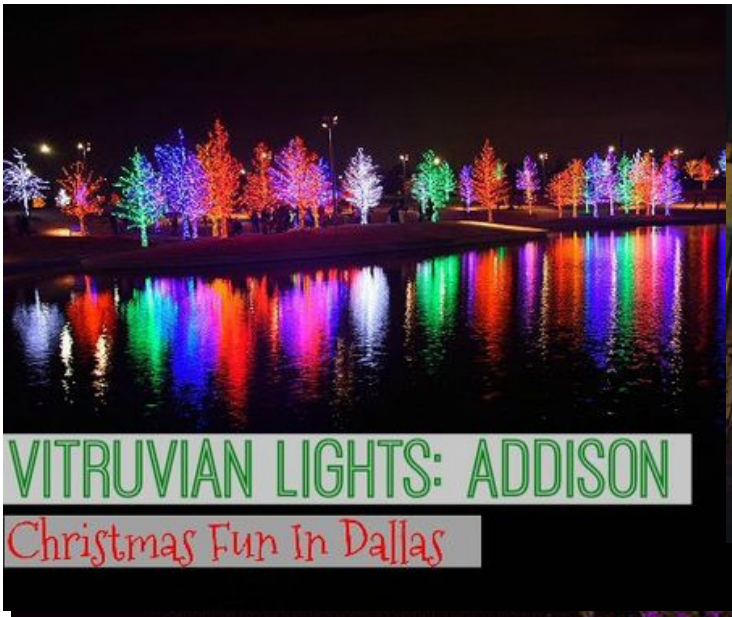
Current Plan

Re-utilized, multi-colored mini-lites branch wrapped on 14 trees in streetscape planters.

Future Plan

"Rainbow Fantasy" color scheme on trees in streetscape with each tree in a different brilliant color and some "specimen" trees with multiple colors or special treatments.

PEARL STREET
DESIGN INSPIRATION - 2020









Christmas Decor
by DeVries Landscape

MICHIGAN STREET (MSU)



NEW IDEAS FOR MICHIGAN ST (MSU):

- Animated Spartan and Snowfall Gobos
- Green and White spotlights

DESCRIPTION OF DESIGN:

Current Plan

14 Large trees trunk wrapped and canopies (color splash) in alternating cool white and green.

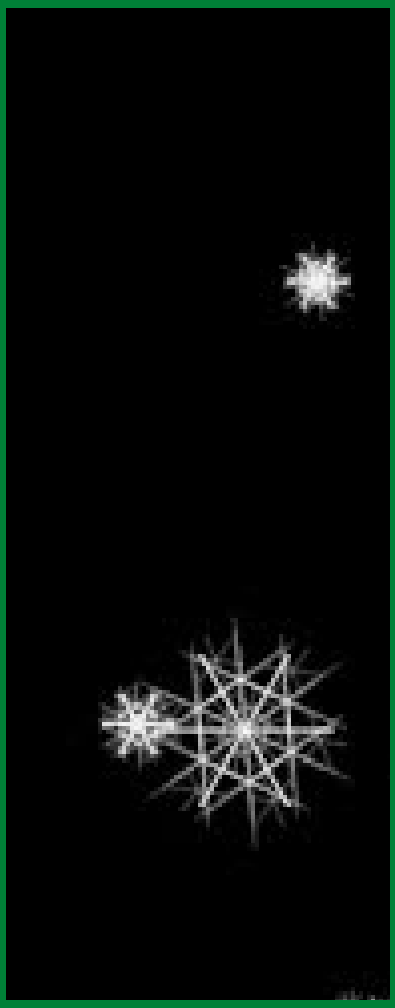
Future Plan

Project animated Spartan GOBO and snowfall on building side. Green and cool white spots on building.

MICHIGAN STREET (MSU) DESIGN INSPIRATION - 2020









Christmas Decor
by DeVries Landscape

SHELDON ST



NEW IDEAS FOR SHELDON ST

- "*Rainbow Fantasy*" color scheme on trees
- "Specimen" trees

DESCRIPTION OF DESIGN:

Current Plan

Re-utilized multi-colored mini-lites branch wrapped on 22 trees. 9", wide-cut, silver tinsel garland on 7 area poles.

Future Plan

"*Rainbow Fantasy*" color scheme. Each tree with different bright color color splash lights. 9", wide-cut, silver tinsel garland on area poles. Special "specimen" trees with multiple colors, stripes, etc.

SHELDON STREET
DESIGN INSPIRATION - 2020







Christmas Decor
by DeVries Landscape

TIMELINE OF MILESTONES

- Pre-installation review with DGRI-09/15/22
- Begin Installation of major areas- 11/14/22
- Installation Complete- 11/30/22
- Begin take-down of Holiday related decor- 01/03/23
- Take-down of Rosa Parks Circle decor- 02/28/23
- DGRI/Christmas Decor by DeVries review meeting- March, 2023

REFERENCES

Following are references for our work:

Ms. Alice Waterous
Alice Waterous Floral Consultant, LLC/Alice's
Christmas Elves
awaterous@gmail.com
Tel:
616-446-5099

Alice and Christmas Decor by DeVries have collaborated on a number of projects over the years.

Mr. John Iglinski
VP of Sales
S4 Lights
john@S4lights.com
Tel:
414-322-8480

John is the "go-to guy" for consult regarding any technical and electrical issues/specifications for our large installations.

REFERENCES

Ms. Jessica Slendak
Marketing Director
Canadian Lakes Property Owners Corp.
jslendak@clpoc.org
Tel:
231-972-7651

Christmas Décor by DeVries recreated Cinderella's Castle dressed for the Holidays at the Highland Castle at Canadian Lakes. Christmas Decor by DeVries produced a choreographed light show with music by the Trans-Siberian Orchestra on Friday and Saturday nights during the Holiday season. The display contains over 118,000 lights!

The Magical Holiday Castle at Canadian Lakes
2018-Present



Christmas Decor by DeVries Landscape

REFERENCES

Mr. Mike Mosele
Director of Engineering
Amway Grand Plaza Hotel
mmosele@ahchospitality.com
Tel:
616-776-6487

A light curtain of blue LED mini-lites punctuated with cool white snowflakes is installed on the Amway Grand Hotel. Over 50,000 lights are part of the display.

The Amway Grand Hotel
2014 to Present



TEAM

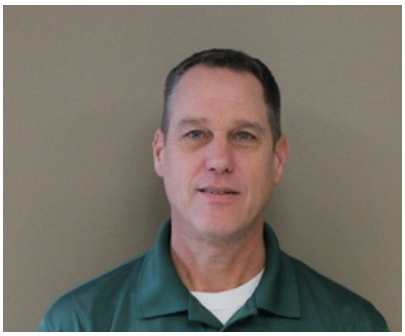
CHRISTMAS DECOR BY DEVRIES

The Christmas Decor by DeVries Team consists of 17 technicians, sales, and design staff. Design and Sales is led by Bill Pringle, owner of DeVries Landscape and Christmas Decor by DeVries.

Our Christmas Decor Operations is led by Joe Pellegrom. Joe has over 24 years experience in decor installation and design. Joe leads a team of 12 technicians.



Bill Pringle



Joe Pellegrom



CLOSING

It has truly been a pleasure and an honor decorating downtown Grand Rapids and working with the wonderful staff of DGRI over the past eight years.

We believe that our PASSION shines through our work.

We look forward to discussing our proposal with you in the near future, and creating the next chapter of decor for Downtown Grand Rapids.

Christmas Decor
by DeVries Landscape

District	Item	Number	Element	Qty Ea.	Total	2020	2021	2022	Comments	Replacement Year
Rosa Parks	Birches	31	Cool White 4" Minis	1100	34100	$3,611	$18,755	$4,467	Replace 2022	**2022**
	Crabs	14	Blue 4" Minis	400	5600	$594	$3,080	$734	New Rainbow Color Scheme 2022	**2022**
	Spheres	14	LED Spheres in Crabs	6	84	$1,350	$5,040	$1,637	New Rainbow Color Scheme 2022	**2022**
	Rink Oaks	3	Cool White 4" Minis	2000	6000	$780	$3,300	$893	Rink Oaks Replace 2021. 2000 minis/tree, 3 trees.Was 1100, 4 tree	**2022**
	Rink Maples	9	Blue w/Cool White Twinkle	1100	9900	$1,266	$5,445		New Rainbow Color Scheme 2022	**2022**
	Rink Maples	9	Snowfall animated drops and Starburst Orbs	9	81	$4,455	$1,337	$1,490	Cool white animated drops with Starburst Orbs	**2023**
	Tunnel 1	1	20' Light Tunnel w/Glacier Light Scheme	50	2500	$2,750	$825	$920	Glacier=Blue, Aqua, Cool White. 4" spacing between light, 6" between strands. Zamboni Path to rink.	**2025**
	Tunnel 2	1	20' Light Tunnel w/Glacier Light Scheme	50	2500	$2,750	$825	$920	Glacier=Blue, Aqua, Cool White. 4" spacing between light, 6" between strands. Skater Path to rink.	**2025**
			Total Rosa Parks			**$17,556**	**$38,607**	**$11,060**		
Monroe Center	Poles	52	Blue 4" Minis	150	7800	$3,120	$700	$780	Wrapped from base collar to light. Re-install, take-down.	**2023**
	Trees	52	Cool White Permanent Light Strands	900	46800	$20,124	$900	$1,003	Replace missing cords, adjust lights.	**2025**
			Total Monroe Center			**$23,244**	**$1,600**	**$1,784**		
Louis Campau/Monroe	Pear Trees	5	Blue 4" Minis	150	750	$157	$413	$179	Rainbow Color Scheme 2022	**2022**
	Pear Trees	5	Blue C9 on Canopy	300	1500	$1,140	$3,750	$893	Rainbow Color Scheme 2022. 300/tree from 250.	**2022**
	Trees	9	Blue 4" Minis	600	5400	$830	$2,970	$965	Cool white 2021	**2022**
	Trees	3	Blue 4" Minis	600	1800	$277	$990	$322	Cool whtie 2021	**2022**
			Total Louis Campau/Monroe Street			**$2,404**	**$8,123**	**$2,358**		
North Monroe	Poles	16	Silver Tinsel Garland w/Cool White C7s	25	400	**$1,280**	**$1,318**	**$1,470**	Re-used from 2019 Division	**2025**
			Total North Monroe			**$1,280**	**$1,318**	**$1,470**		
Division	Poles	39	Silver Tinsel Garland w/Multi Minis	25	975	$8,239	$3,120	$3,479	2020 Includes 18 new poles on S. Division	**2025**
			Total Division			**$8,239**	**$3,120**	**$3,479**		
Monument Park	Poles	5	Retro Pole Décor	1	5	**$828**	**$853**	**$951**	Refurb/Replace 2023?	**Refurb 2023?**
		9	Multi C-9s on Trees	9	675	**$1,350**	**$405**	**$452**	Replaced multi minis with multi C9s 2020	**2025**
			Total Monument Park			**$2,178**	**$1,258**	**$1,402**		
Ionia	Poles	43	Silver Tinsel Garland	25	1075	$9,084	$3,440	$3,836	New 2020	**2025**
			Total Ionia Street			**$9,084**	**$3,440**	**$3,836**		
Bridge St	Poles	24	Silver Tinsel Garland	25	600	$5,070	$1,920	$2,141	New 2020. 17 poles east of 131, 7 poles west of 131	**2025**
			Total Bridge Street			**$5,070**	**$1,920**	**$2,141**		
Pearl Street	Trees	14	Multi Lights for Pearl St.	400	5600	$1,680	$1,730	$3,304	Replacement 2023	**2023**
			Total Pearl Street			**$1,680**	**$1,730**	**$3,304**		
Michigan Street (MSU)	Trees	14	Green & CW Color Splash/Trunk Wrap	500	7000	$2,032	$2,092	$3,557	Color Splash illuminating canopy. Trunk wrap Green/White. Repla	**2023**
			Total Michigan Street			**$2,032**	**$2,092**	**$3,557**		
Sheldon Street	Trees	22	Multi Minis	350	7700	$1,771	$1,824	$2,034	Re-utilized from GR Ford.	**2023**
	Poles	7	Silver Tinsel Garland	15	105	$336	$346	$386	Re-utilized from Ah-Nab-Awen	**2025**
			Total Sheldon Street			**$2,107**	**$2,170**	**$2,420**		
			Grand Total DGRI Holiday Lighting			**$74,873**	**$65,378**	**$36,810**		



DOWNTOWN
GRAND RAPIDS INC.

Downtown Vitals Report

Produced June 3, 2022

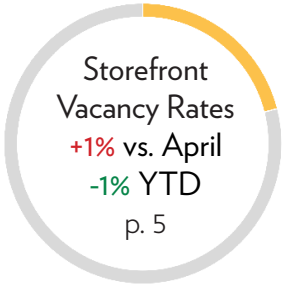
Summary of Downtown Vital Signs

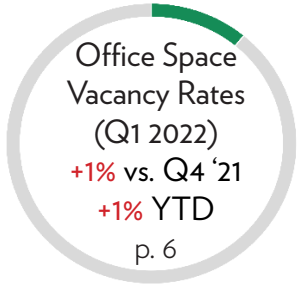
Month over Month & Year to Date Changes

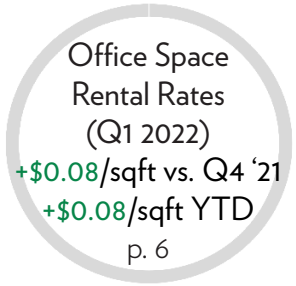
Most Recently Completed Month: ***May 2022***



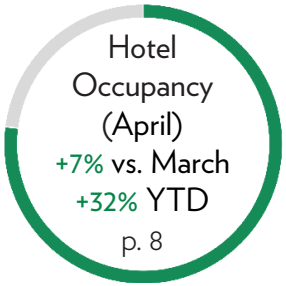


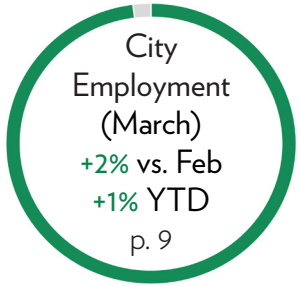




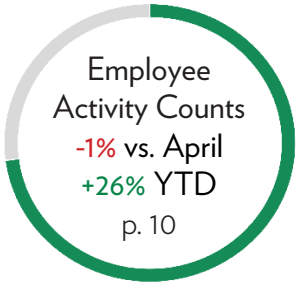






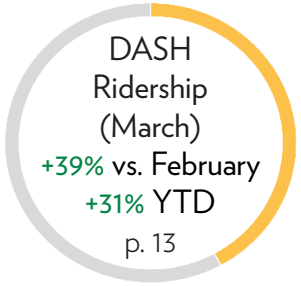


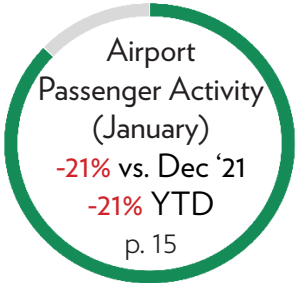


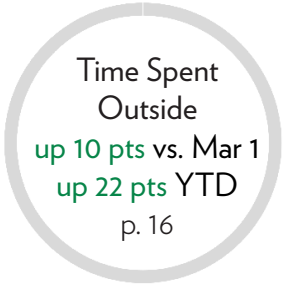


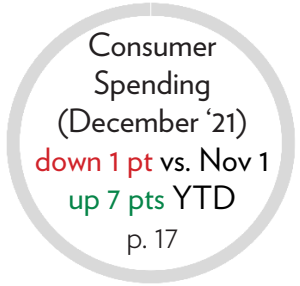












Business Openings

2021

① Marissa's Jewels (January)
② Poké Poké & Boba (January 19)
③ MDRD (February 2)
④ Condado Tacos (February 4)
⑤ Blonde Theory (March 1)*
⑥ Spinful.Bike (March 9)
⑦ Gaby's Gourmandise @ DTM (May 8)
⑧ Eagle Eye Tattoo (May 10)
⑨ Wise Men Distillery (June 2)
⑩ The 12th House GR (June 2)*
⑪ DGX Market (June 21)
⑫ Squibb Café @ DTM (June 25)
⑬ Dreams Take Work (July 17)
⑭ High Point Tattoo (August 21)
⑮ Starbucks @ Studio Park (September 1)
⑯ Webster's Market (September 3)
⑰ Portico (September 3)
⑱ ArtRat Gallery (September 10)
⑲ Skelletones (September 10)
⑳ Stoner's Cave Smoke Shop (October 1)
㉑ Planet Fitness (October 8)
㉒ Midwest Movement Collective (Oct 16)
㉓ The Aroma Labs (October 23)
㉔ K-ROK (October 30)
㉕ Wahlburgers (November 1)
㉖ Grand Vin (November 5)
㉗ Umbrella Reading (November 5)
㉘ GR City Kicks (November 5)
㉙ OTONO (November 11)
㉚ The Darling Style (November 27)
㉛ Stan's Tacos (November 29)

2021 con't

㉜ Cafe de Miro @ DTM (December 6)
㉝ Social Misfits (December 20)
㉞ Terra Bagels (December 20)
㉟ Beacon Corner Bar (December 27)
㊱ Ambiance GR (December 31)*

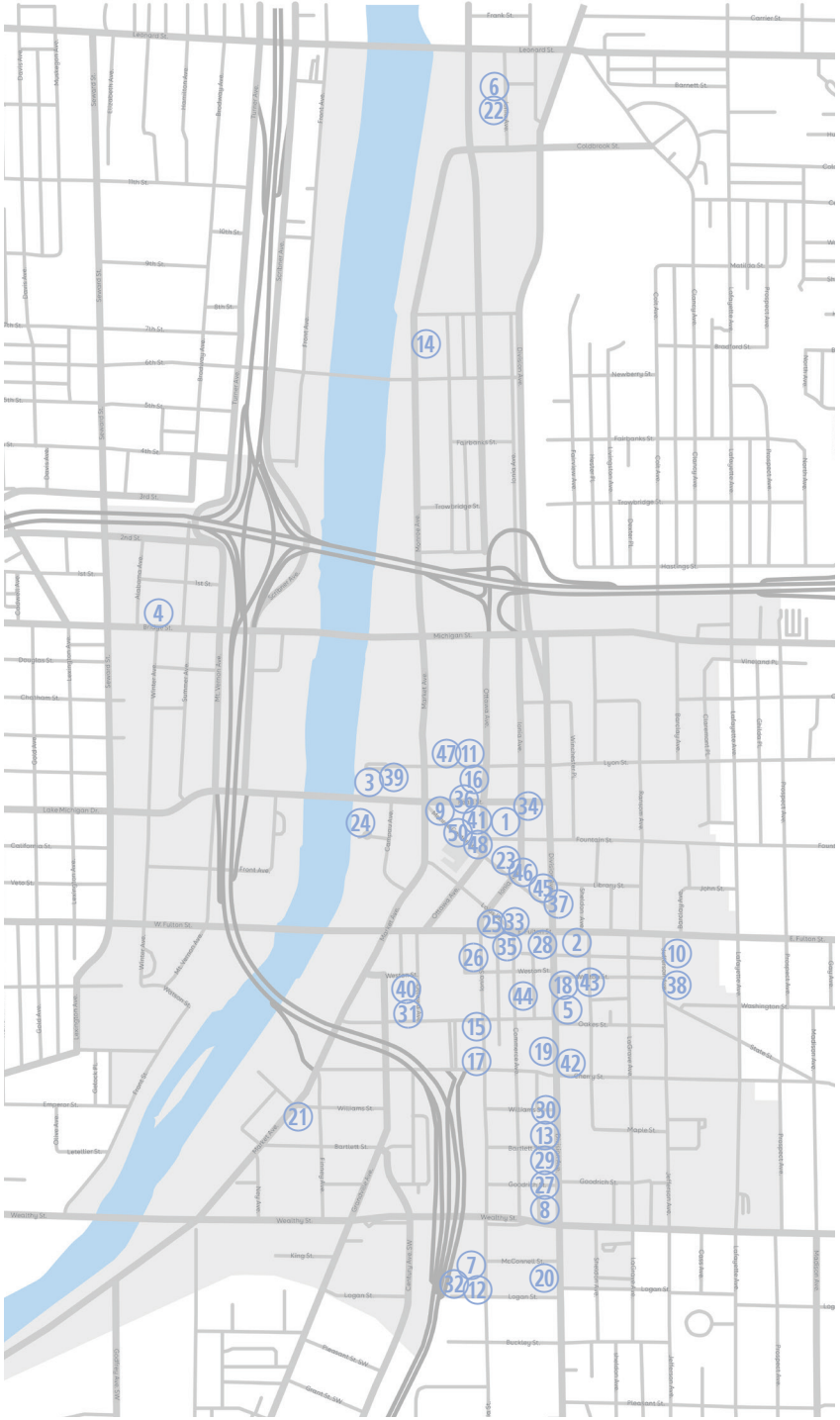
2022

㊲ Grand Rapids Voice Collective (Jan 10)
㊳ Brooklyn Bodega Bagel & Deli (Jan 26)
㊴ Woodrow's (January 27)
㊵ Stellar Broadband (February)
㊶ Periwinkle Fog (February 9)
㊷ Thrift on Div (February 14)
㊸ Hëmd (February 26)
㊹ Vivid IV Health (April 15)
㊺ Courage & Soar (April 21)*
㊻ Gazelle Sports (May 1)*
㊼ Real Seafood Co. (May 24)
㊽ Taste of Cairo (May 31)

*received DDA Retail Incubation Grant

16%
BIPOC-Owned
13% Overall

44%
Women-Owned
20% Overall



Source: Downtown Grand Rapids Inc.

Business Closings

2021

① Iyengar Yoga Center (2021)
② Mayan Buzz Chocolate (February)
③ The Mitten State (February 9)
④ Big E's Sports Grill (February 18)
⑤ Sweetie-Licious @ DTM (February 25)
⑥ Apothecary Off Main (February 28)
⑦ Downtown Ferris Coffee (March 14)
⑧ MLive Offices (April)
⑨ Subway (April)
⑩ Bliss & Vinegar @ DTM (April 25)
⑪ Marissa's Jewels (May)
⑫ Electric Hero (May 20)
⑬ West Side Ferris Coffee (May 22)
⑭ Art Caribbean Fusion Cuisine (June 21)
⑮ Jam'N Bean (June 28)
⑯ Go Java Coffee (July 18)
⑰ The B.O.B (December 27)
⑱ Osteria Rossa (December 31)

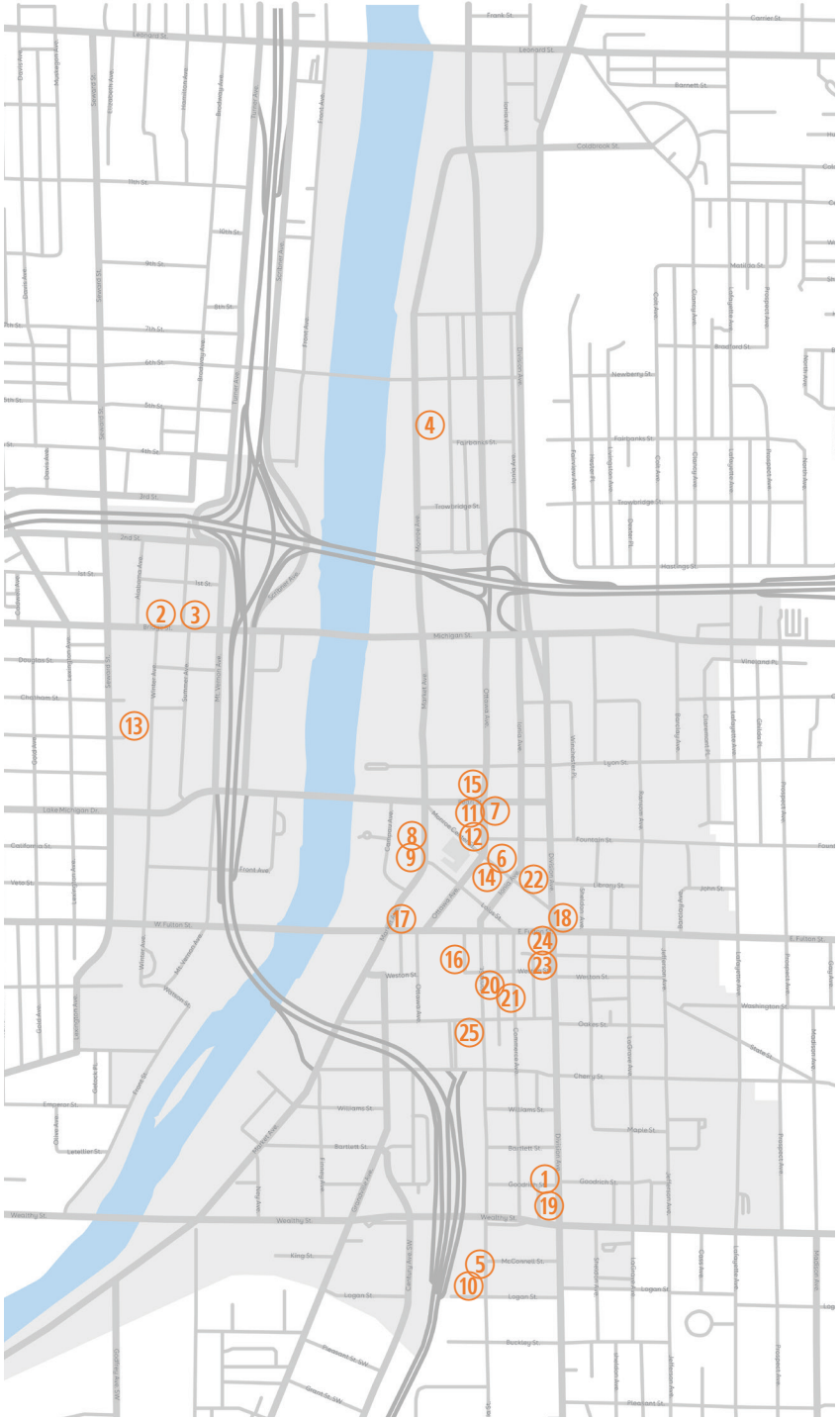
2022

⑲ Be Nice Foundation* (January)
⑳ Menna's Joint (January 17)
㉑ CerteDrive (February)
㉒ Ali Nicole Bridal (February 26)
㉓ boldSOCKS (March)
㉔ GR City Kicks (April 13)
㉕ Pack Elephant (May 18)

businesses opening

1.9x

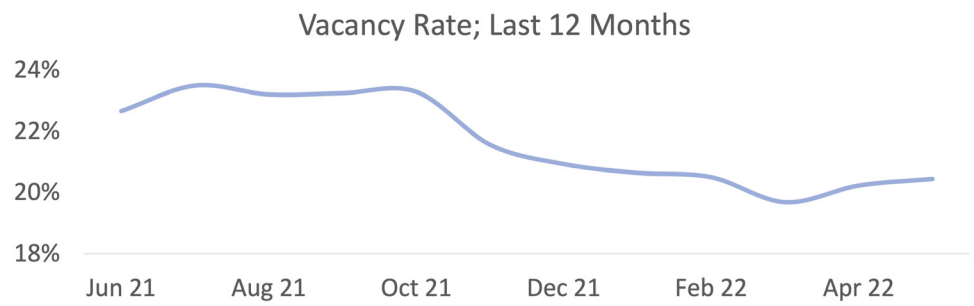
faster than closing



*business transitioned or moved

Source: Downtown Grand Rapids Inc.

Ground-Floor Storefront Vacancies



367 ground-floor businesses in DT

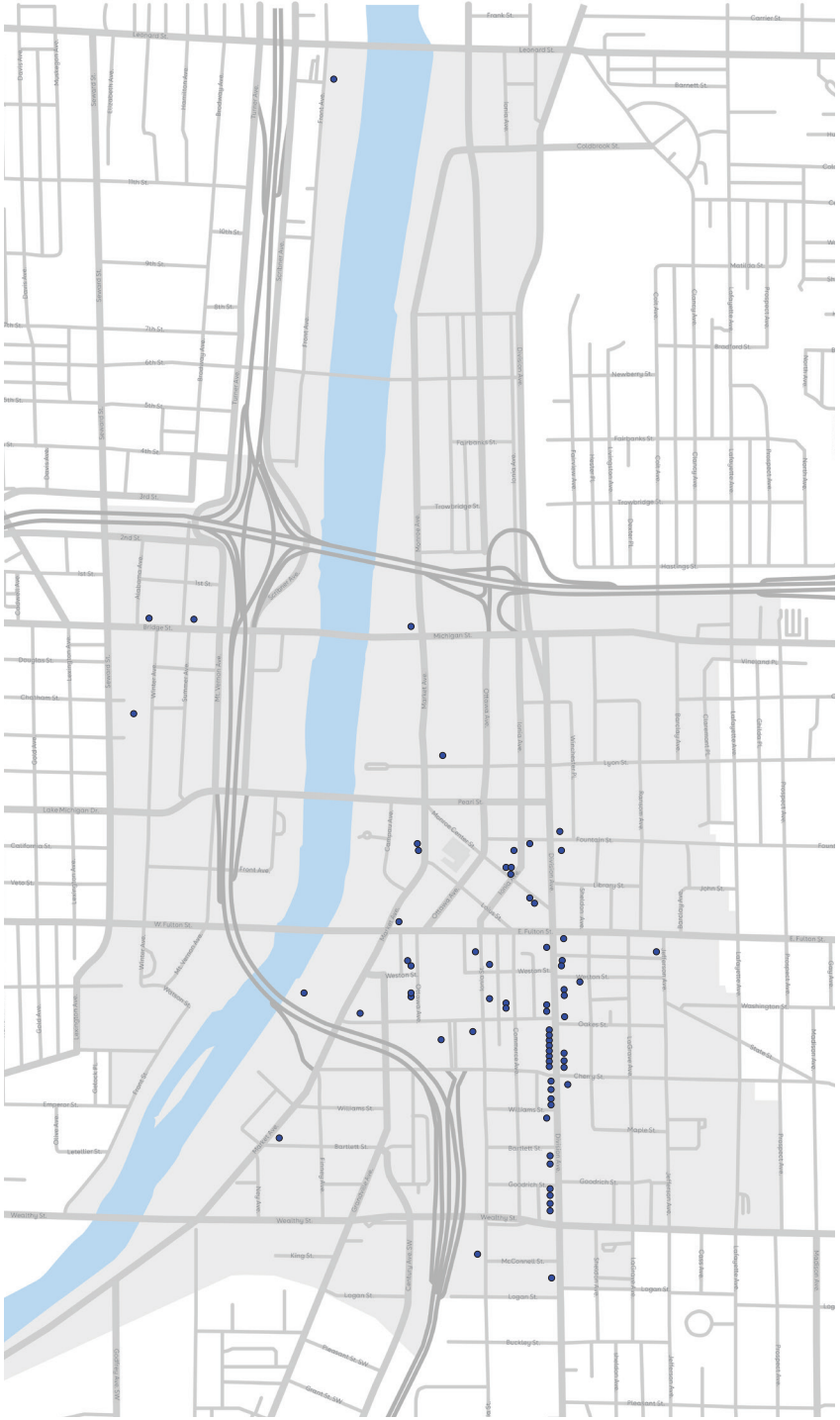
2.8 yrs average vacancy duration

20% current vacancy rate

This equates to **449k** square feet of available space

5 new storefronts businesses in the last 12 months:
10 Ionia Ave NW #1 (Wahlburgers @ Residence Inn)
10 Ionia Ave NW #2 (Social Misfits @ Residence Inn)
111 Lyon St NW #1 (Vacant)
111 Lyon St NW #2 (Real Seafood Co)
111 Lyon St NW #3 (DGX)
121 Ionia Ave SW #105 (Starbucks @ Studio Park)

Anticipated new storefront business space:
430 Monroe Ave NW development - 2022
446 Grandville redevelopment - 2022
ICCF Tapestry Square - 2022
Spectrum T&I Center - 2023



Source: Downtown Grand Rapids Inc.

Office Space

Updated Quarterly

5%

average decrease in occupancy in 2022 compared to 5-year average

12%

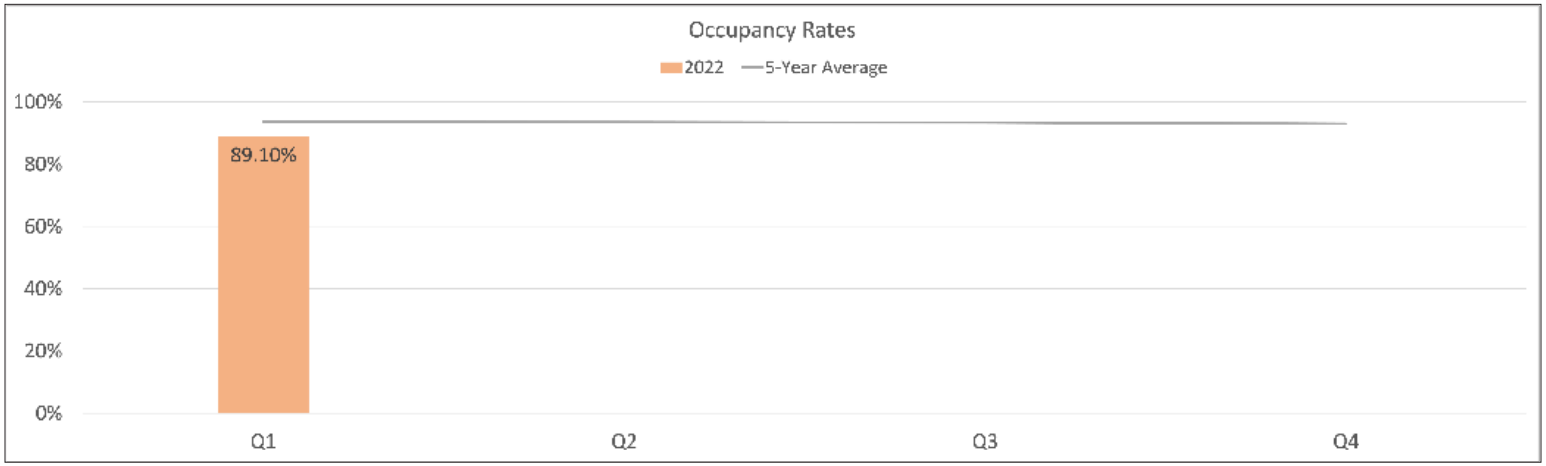
average increase in rental rates in 2022 compared to 5-year average ($2.20/sq ft)

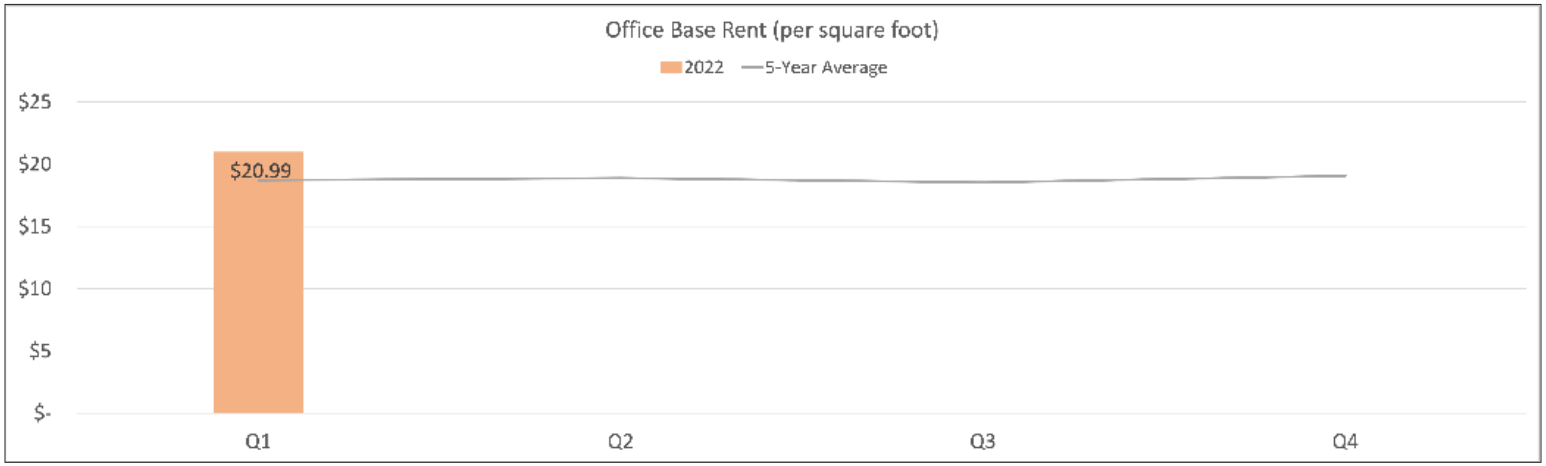
65%

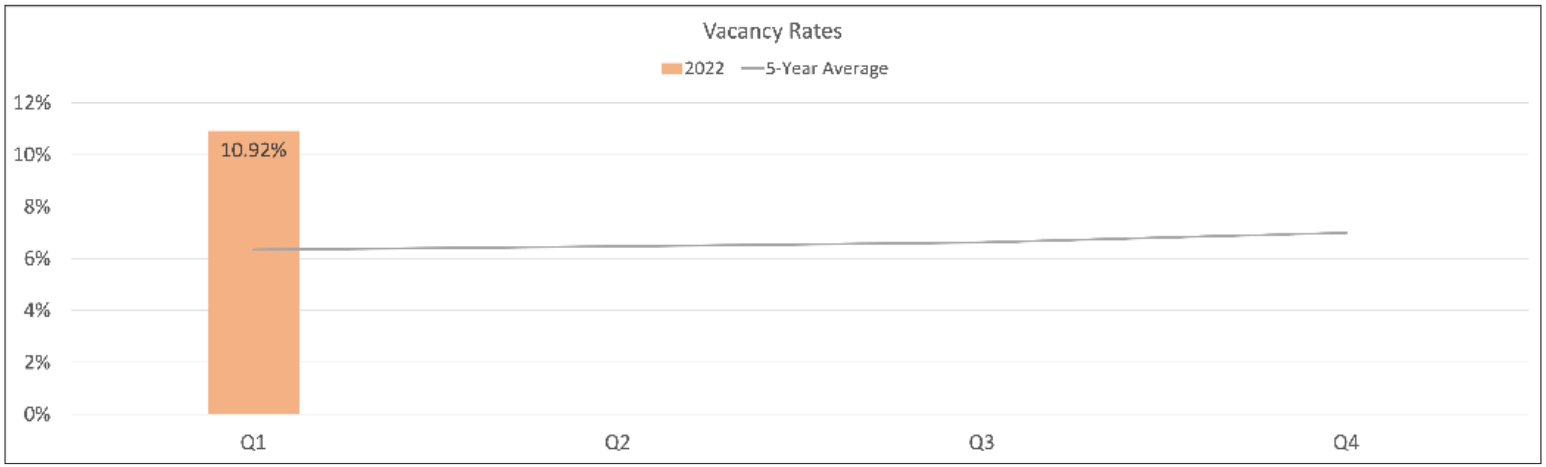
average increase in vacancy in 2022 compared to 5-year average

9.4M

sq ft of occupied space in Q1 2022







Source: CoStar

Housing Landscape
Updated Quarterly

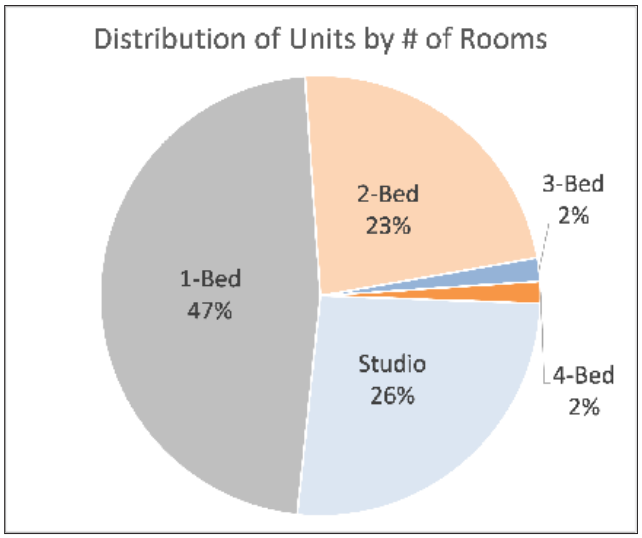
-0.3%
decrease in occupancy rate vs. Q4 2021

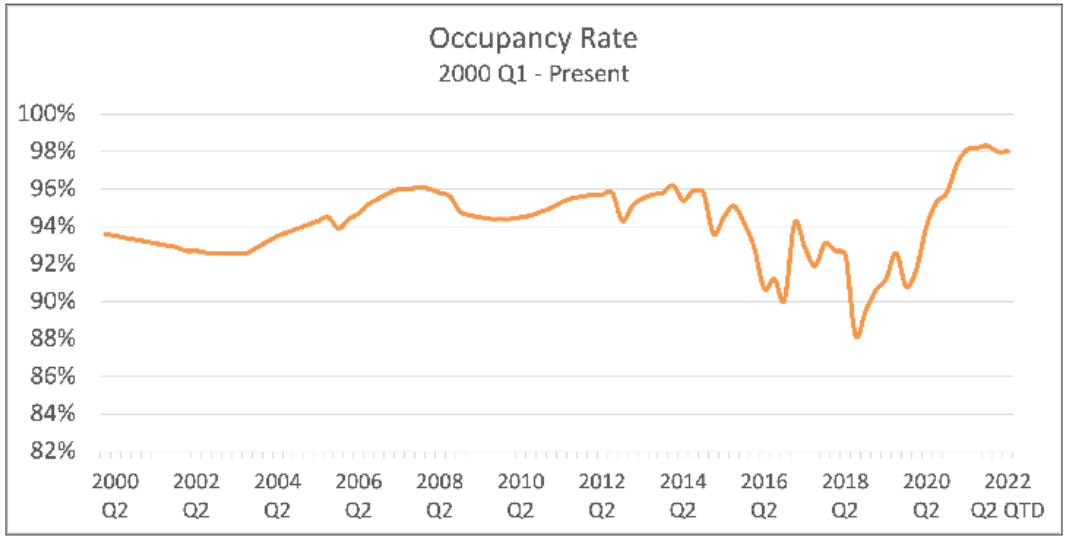
+5%
increase in occupancy rate vs. 5-year average

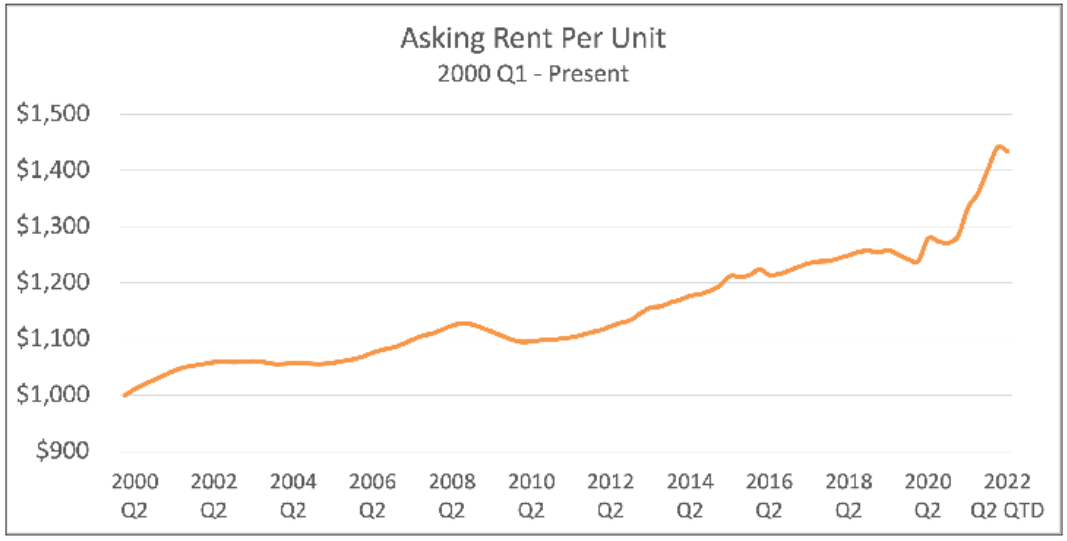
1,175
units in the development pipeline

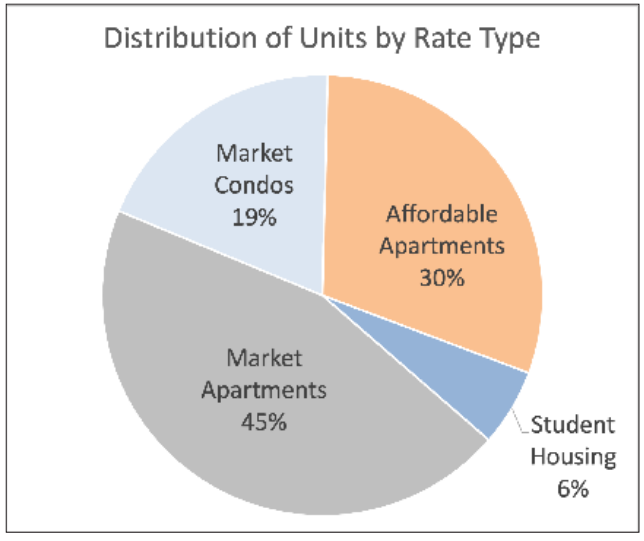
+3%
increase in asking rent rate vs. Q4 2021

+14%
increase in asking rent rate vs. 5-year average







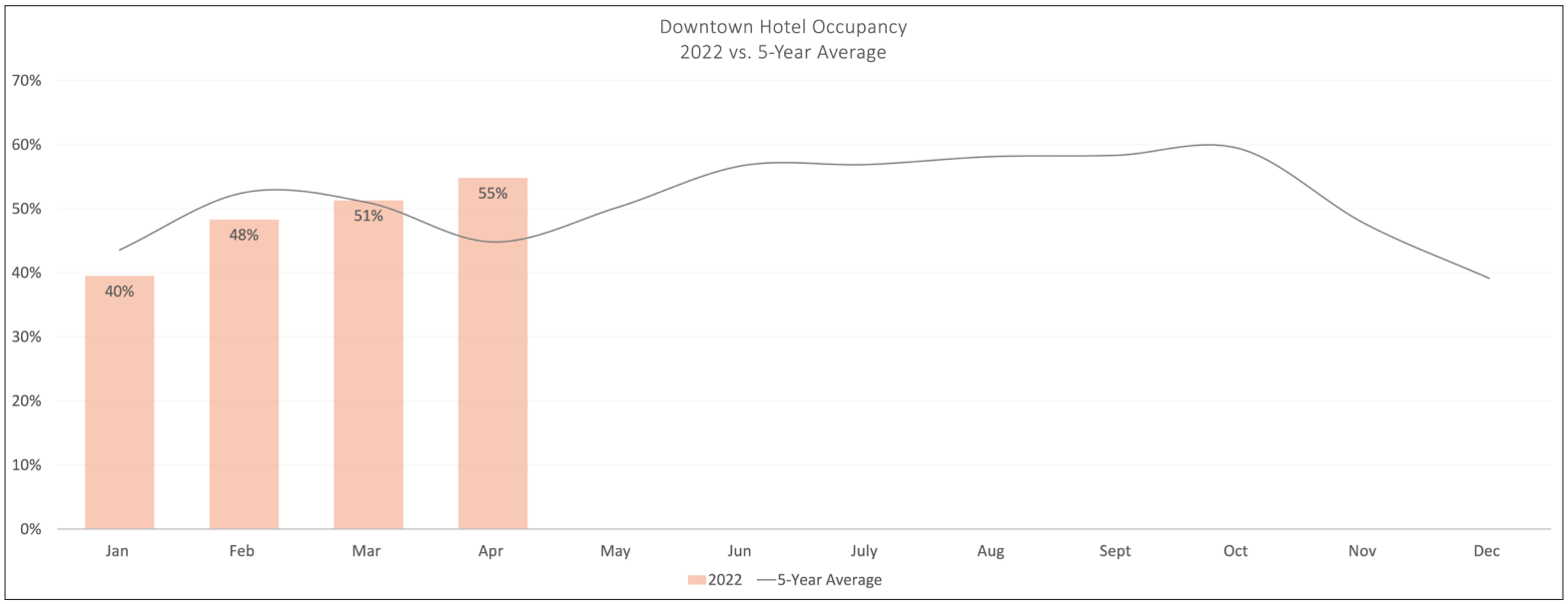


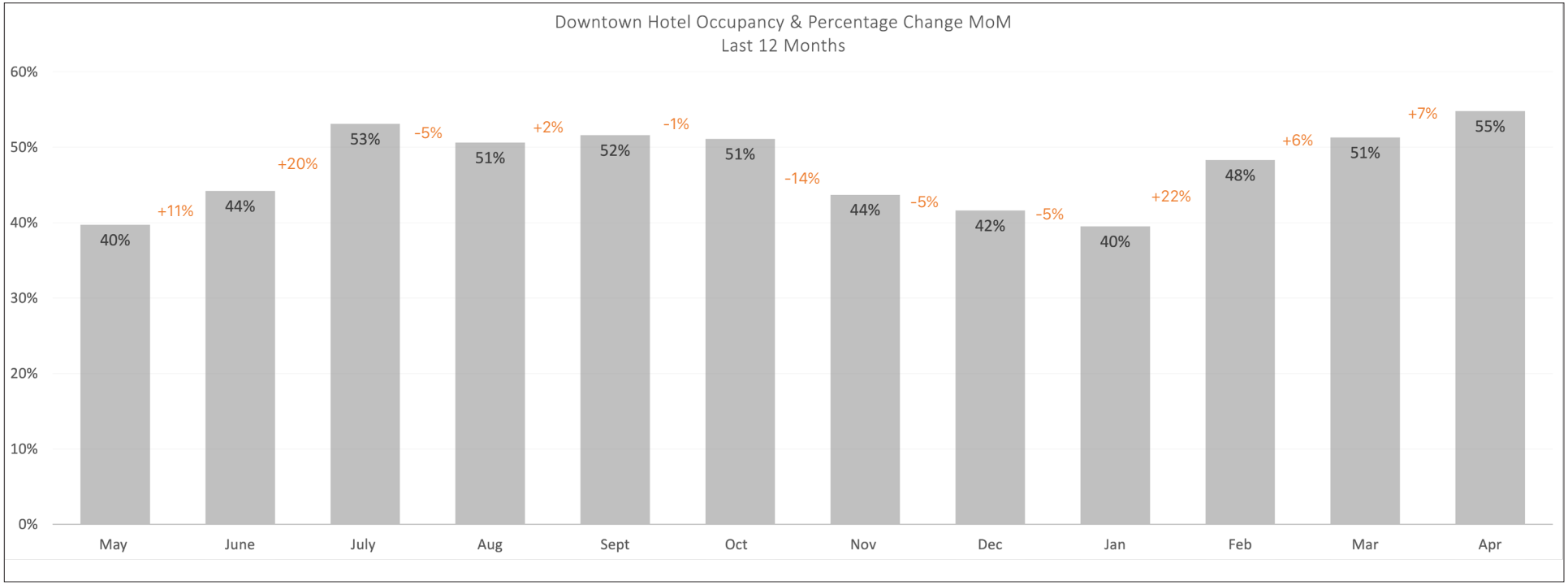
Source: CoStar

Hotel Occupancy

6%
average decrease in hotel occupancy in 2022 compared to 5-year average

22%
average increase in hotel occupancy in 2022 vs. 2021





Source: Smith Travel Research via CoStar

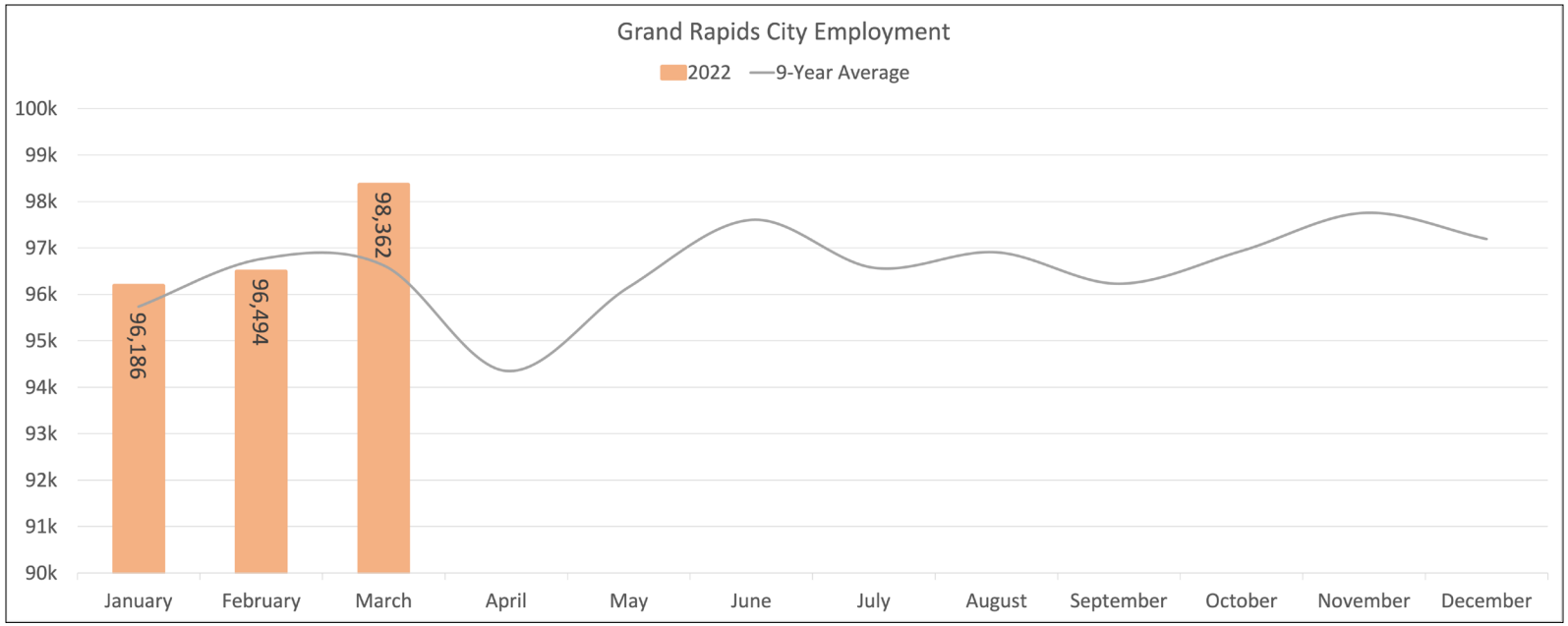
City Employment

+2%
increase compared to previous month

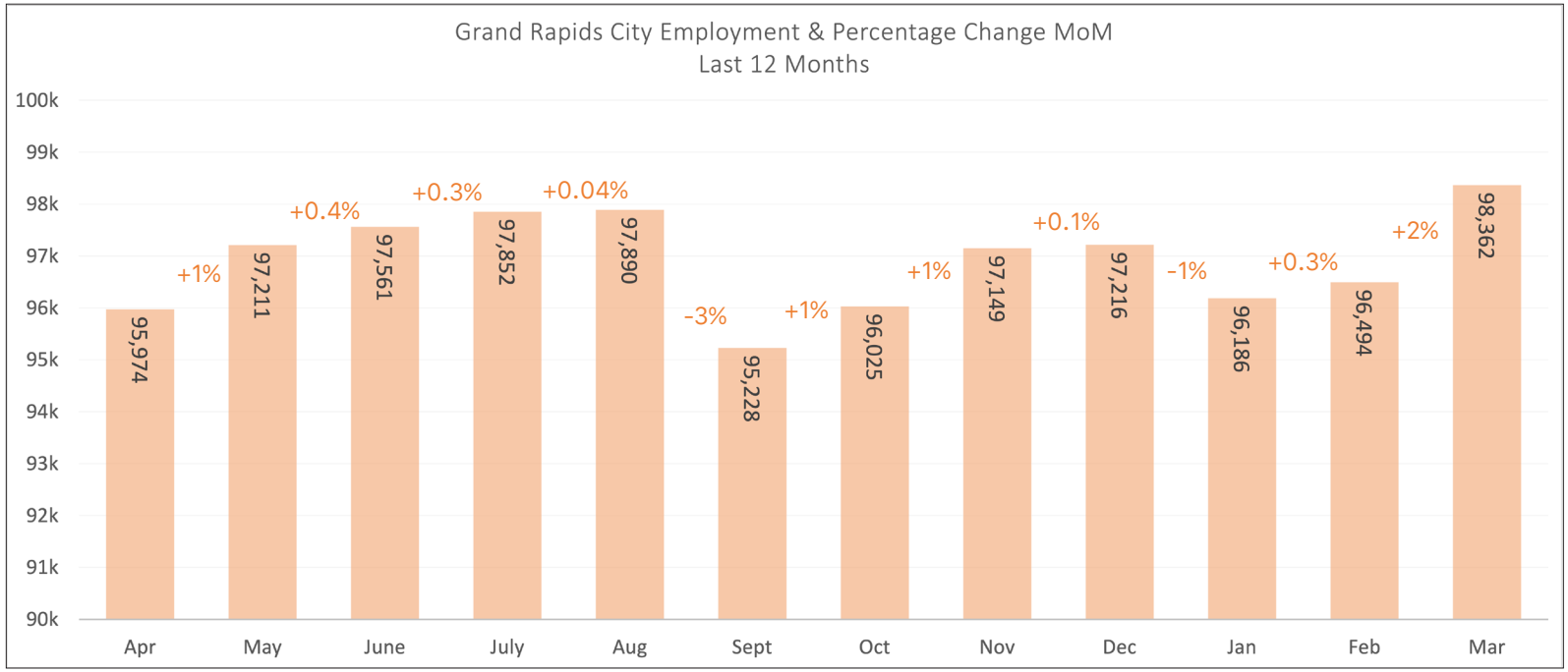
+1%
increase compared to 2022 average

+2%
increase compared to overall average

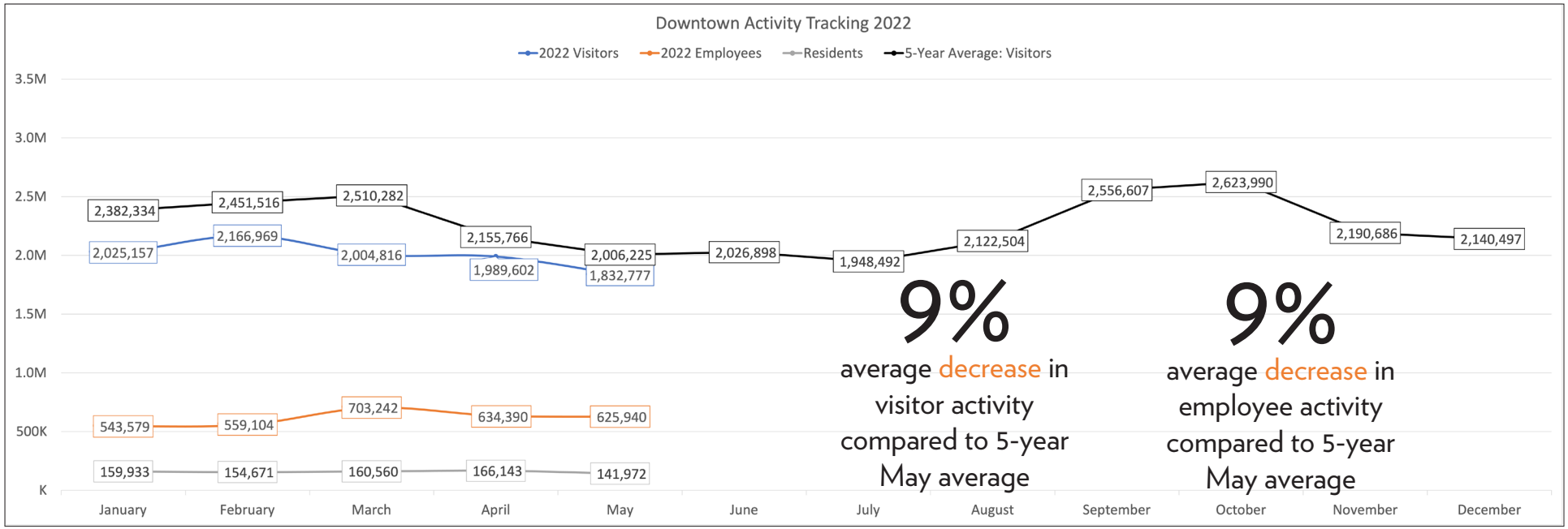
+2%
increase compared to March 2021

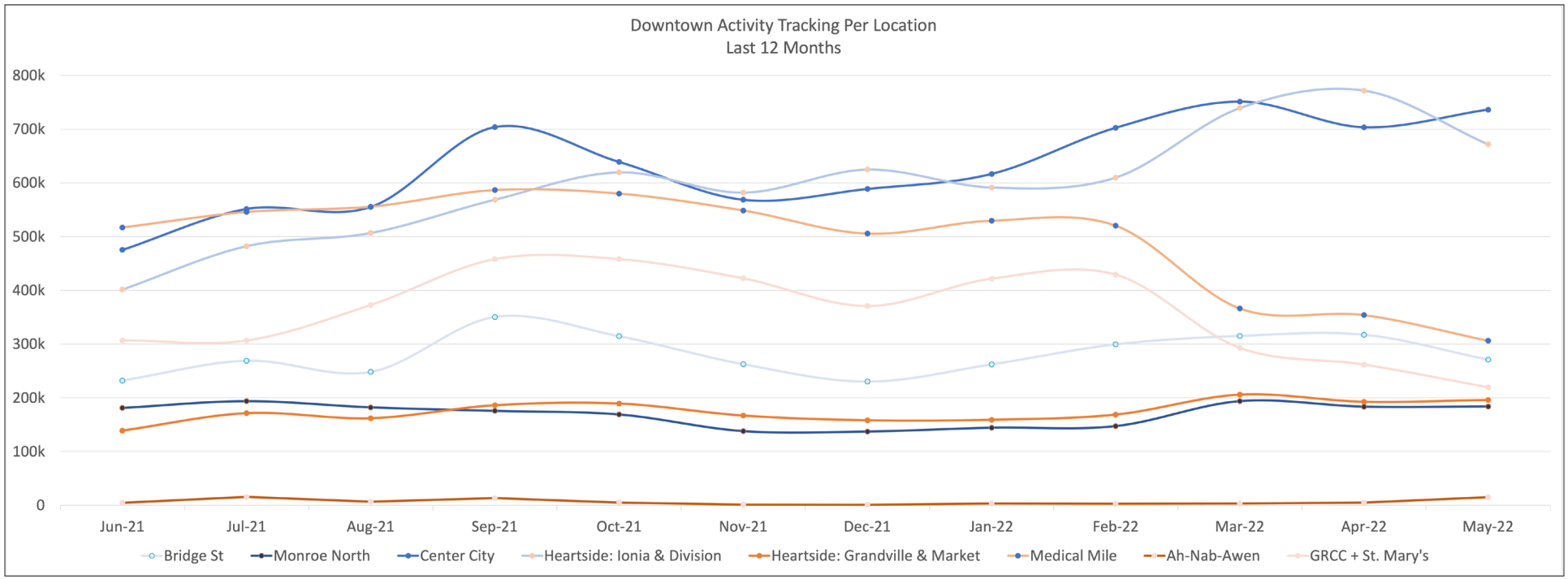


Jan Δ	Feb Δ	March Δ	April Δ	May Δ	June Δ	July Δ	Aug Δ	Sept Δ	Oct Δ	Nov Δ	Dec Δ
0.5%	-0.3%	2%	-	-	-	-	-	-	-	-	-



Source: U.S. Bureau of Labor Statistics via City of Grand Rapids





Source: Placer.ai
via Downtown Grand Rapids Inc.

Current Downtown Construction & Development

① MSU Innovation Park
anticipated completion: Spring 2022

+200,000 square feet of office space
+4,000 square feet of commercial space
+600 parking spaces
+450 jobs

② Perrigo North American Headquarters
anticipated completion: June 2022

+63,550 square feet of office space
+4,000 square feet of commercial space
+170 jobs

③ Box Board Lofts at 470 Market Ave Redevelopment
anticipated completion: July 2022

+173 housing units

④ Dégagé Ministries Redevelopment
anticipated completion: Summer 2022

+4,000 square feet of commercial space

⑤ ICCF Tapestry Square
anticipated completion: Q4 2022

+10,000 square feet of commercial space
+56 housing units

⑥ Spectrum Transformation & Innovation Center
anticipated completion: Summer 2023

+303,000 square feet of office space
+1,090 parking spaces
+1,200 jobs

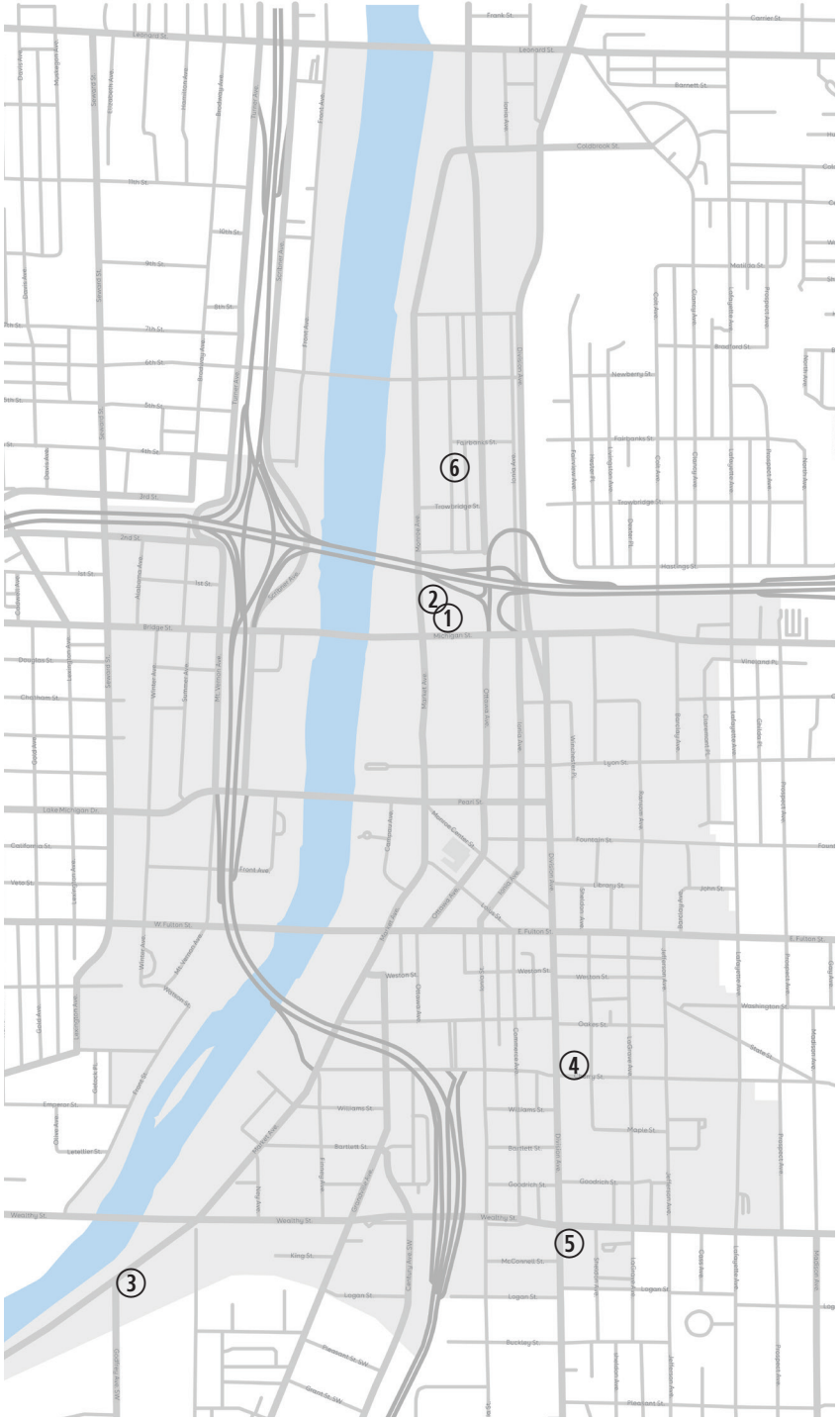
567k
square feet of office space

22k
square feet of commercial space

1,690
parking spaces

1,820
new jobs

229
housing units



Source: Downtown Grand Rapids Inc.

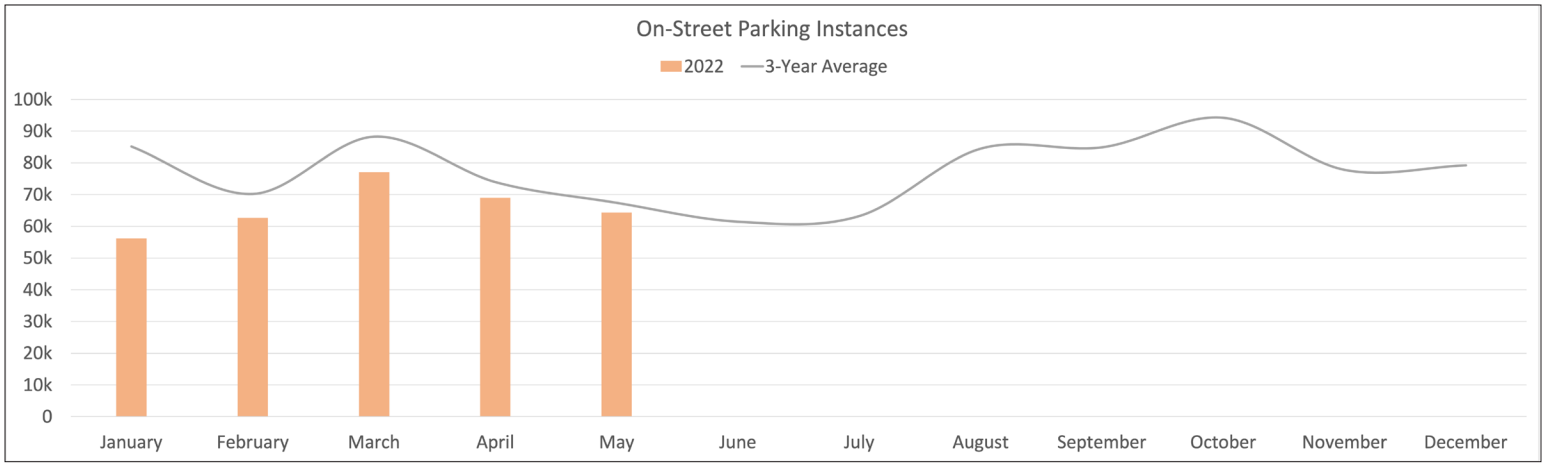
On-Street Parking

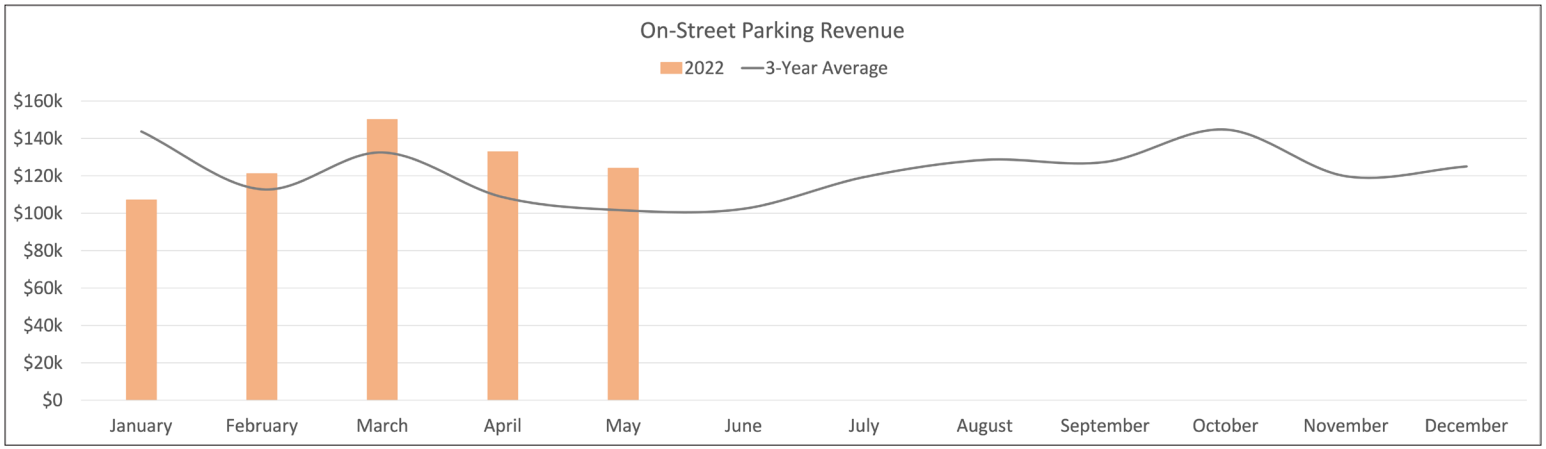
15%
average decrease in # of instances in 2022 compared to 3-year average

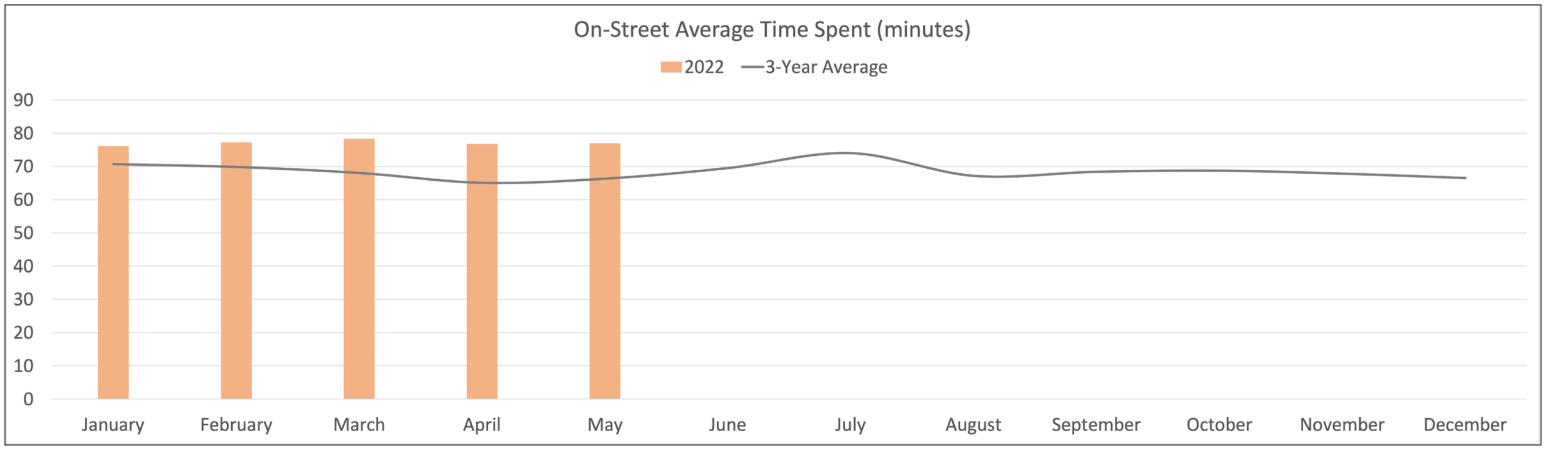
5%
decrease in # of instances in May 2022 compared to 3-year average

4%
average increase in revenue in 2022 compared to 3-year average

8-minute
longer sessions in 2022 compared to 3-year average







Source: MobileGR

DASH Ridership

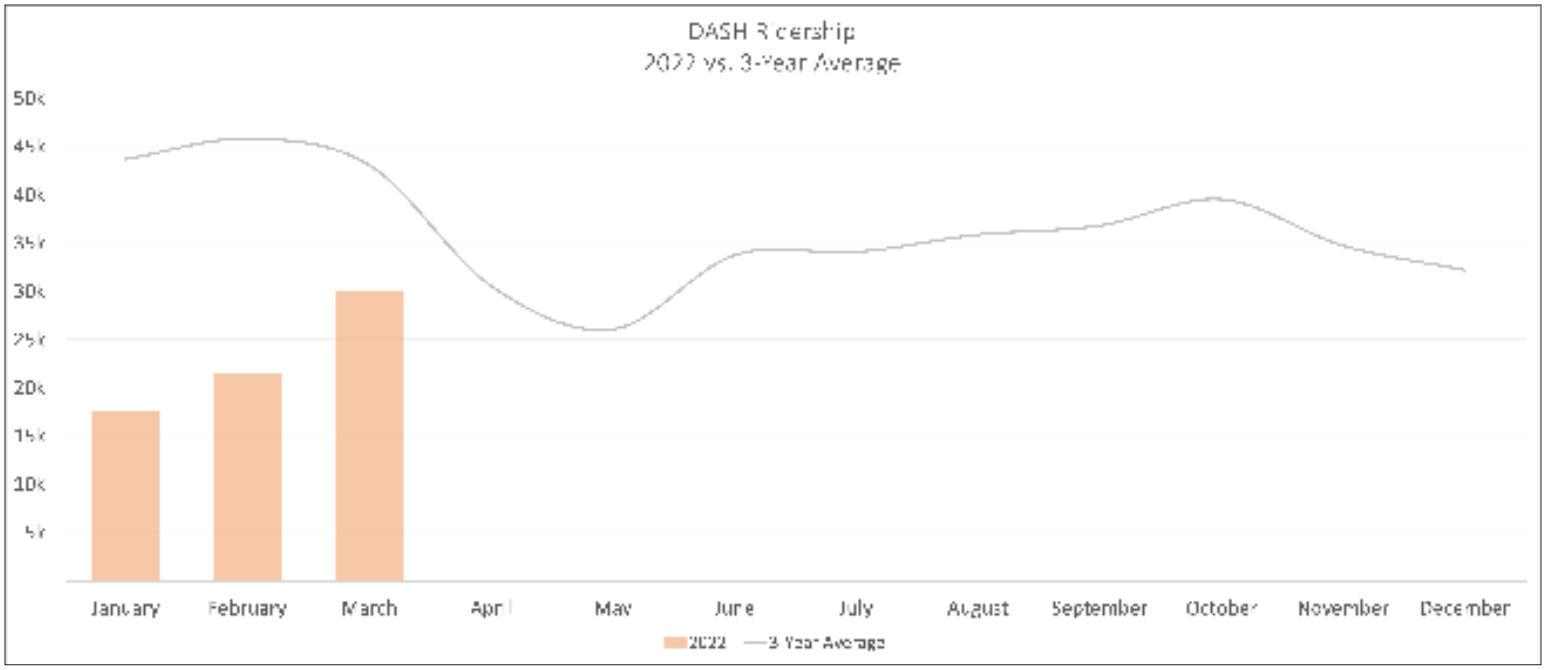
Updated Quarterly

37%

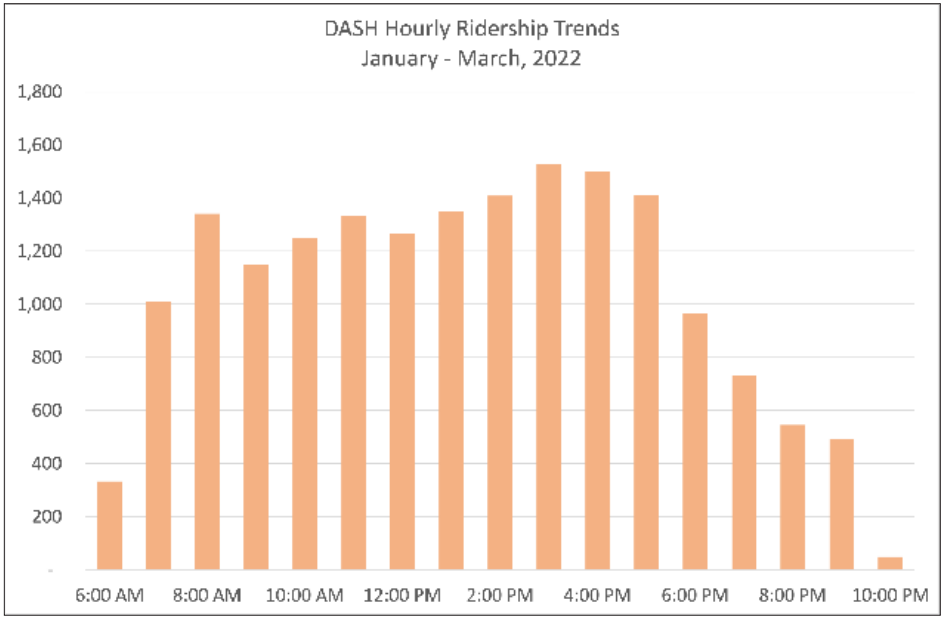
average decrease in ridership in 2022 vs. 3-year average

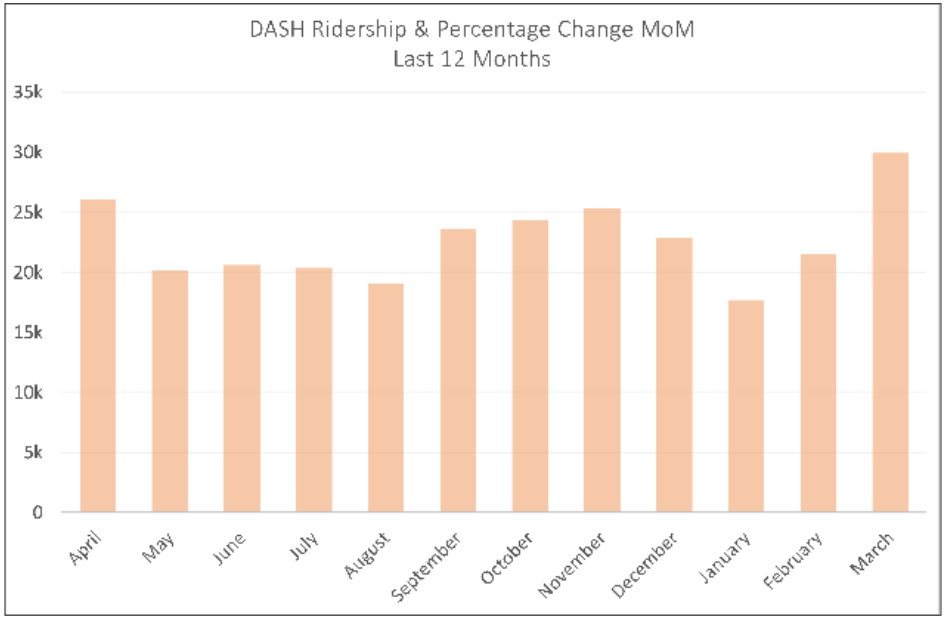
39%

increase in ridership in March vs. February



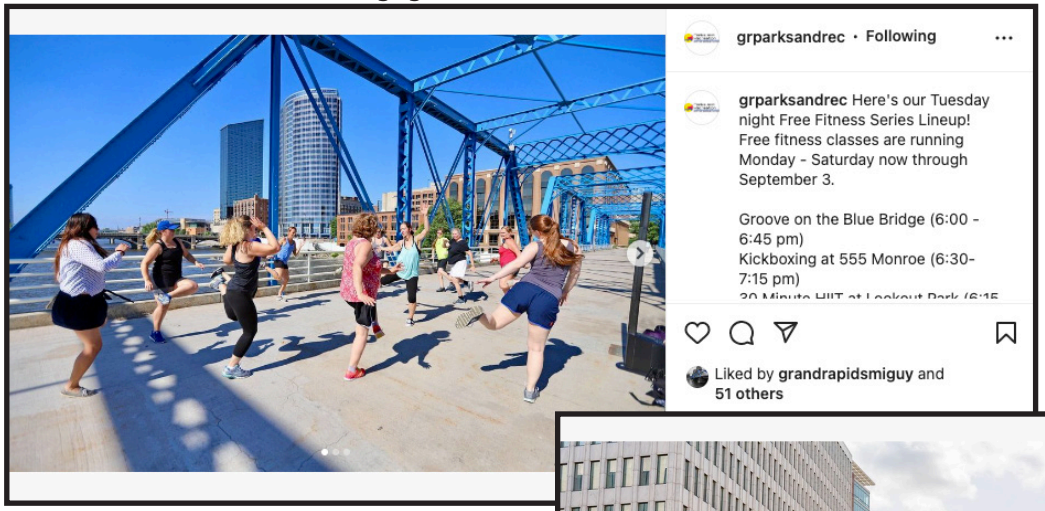
Jan Δ	Feb Δ	March Δ	April Δ	May Δ	June Δ	July Δ	Aug Δ	Sept Δ	Oct Δ	Nov Δ	Dec Δ
-60%	-53%	-30%	-	-	-	-	-	-	-	-	-

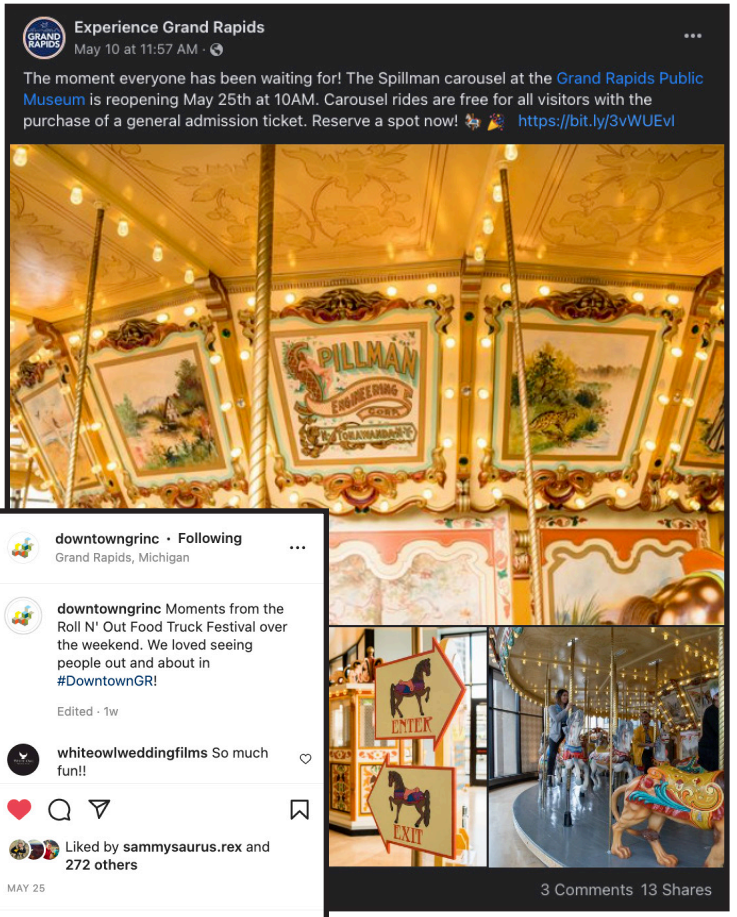


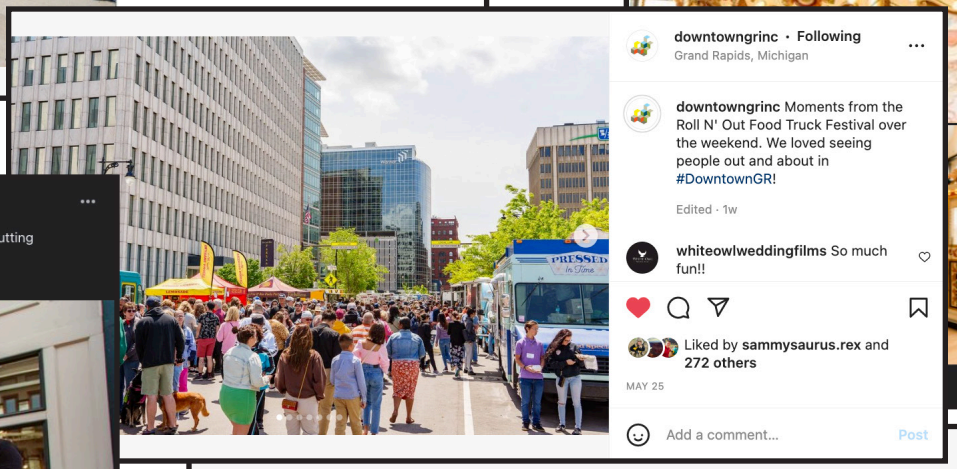


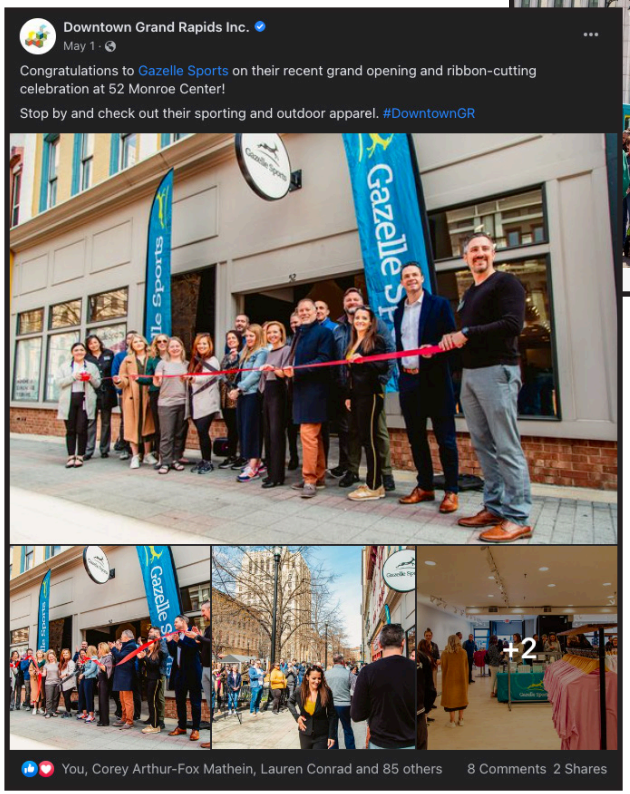
Source: The Rapid

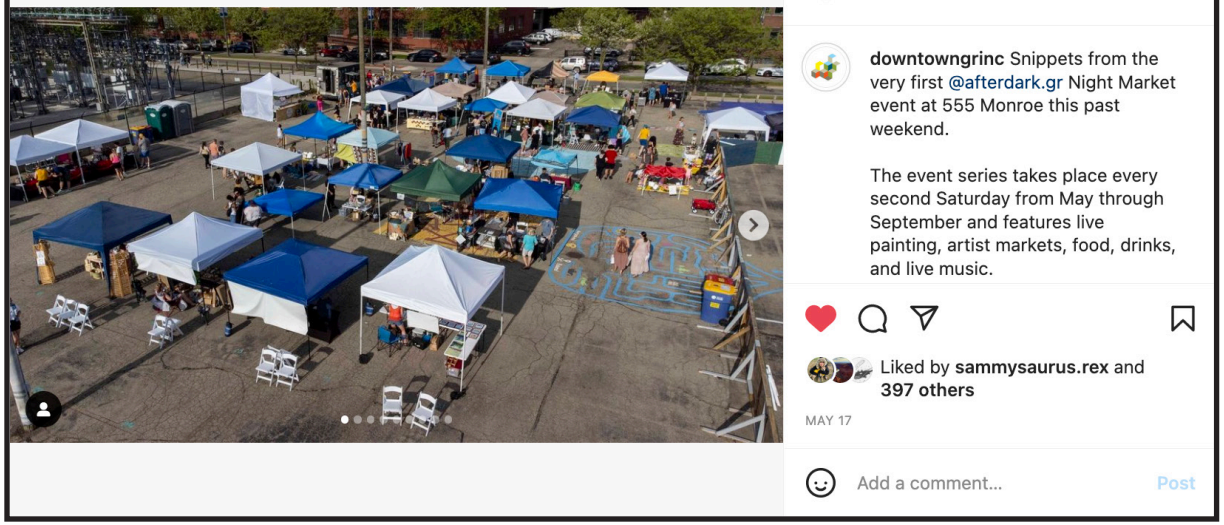
Downtown Social Media Engagement Look-In











Airport Activity

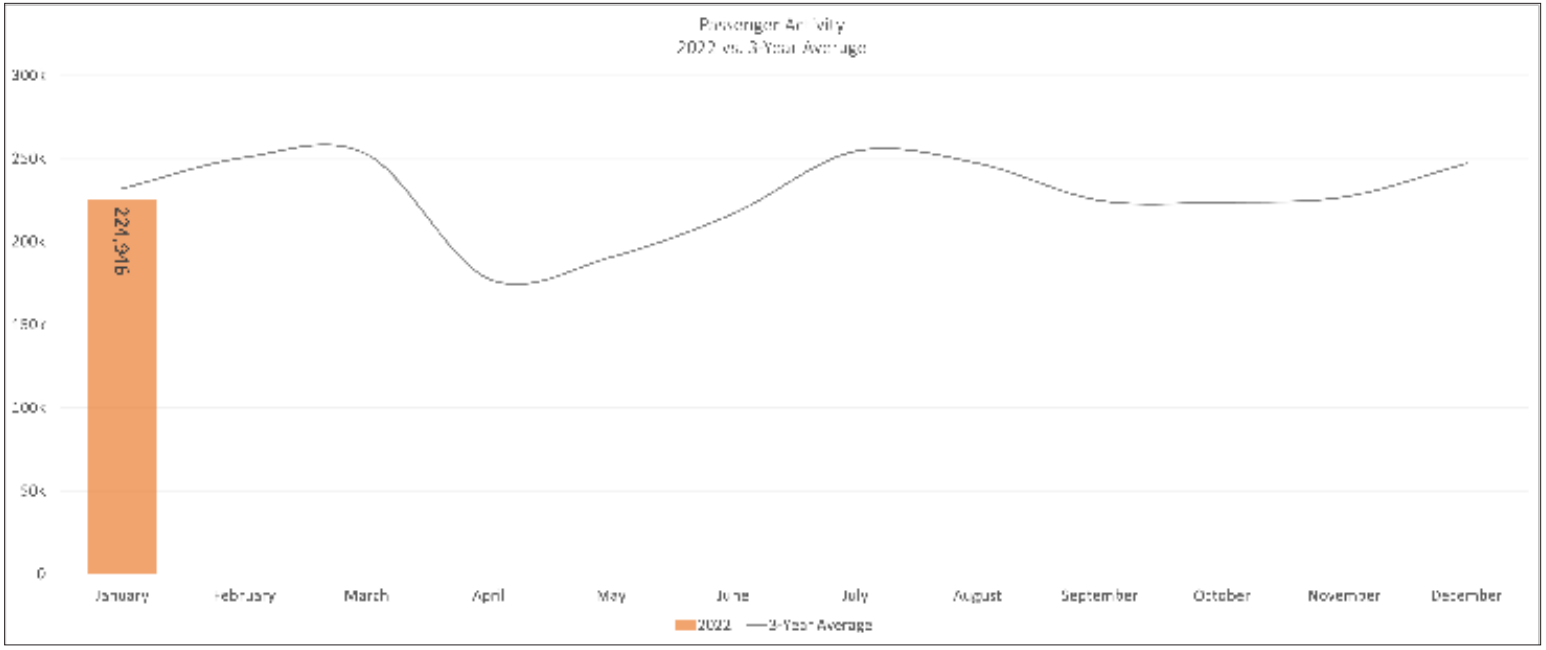
21%
decrease in passenger activity compared to previous month

7%
decrease in passenger activity compared to 2021 average

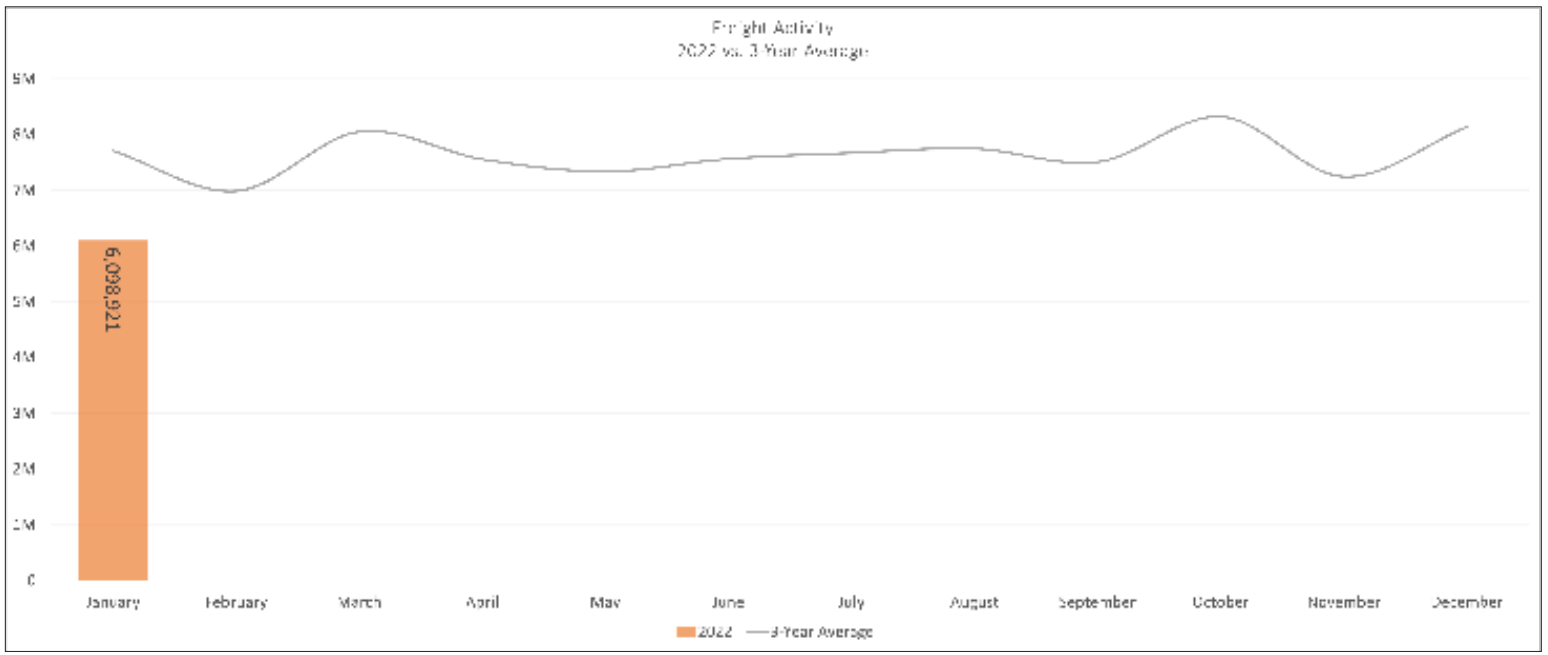
68%
increase in passenger activity compared to January 2021

26%
decrease in freight activity compared to previous month

20%
decrease in freight activity compared to 2021 average



Jan Δ	Feb Δ	March Δ	April Δ	May Δ	June Δ	July Δ	Aug Δ	Sept Δ	Oct Δ	Nov Δ	Dec Δ
-3%	-	-	-	-	-	-	-	-	-	-	-



Jan Δ	Feb Δ	March Δ	April Δ	May Δ	June Δ	July Δ	Aug Δ	Sept Δ	Oct Δ	Nov Δ	Dec Δ
-21%	-	-	-	-	-	-	-	-	-	-	-

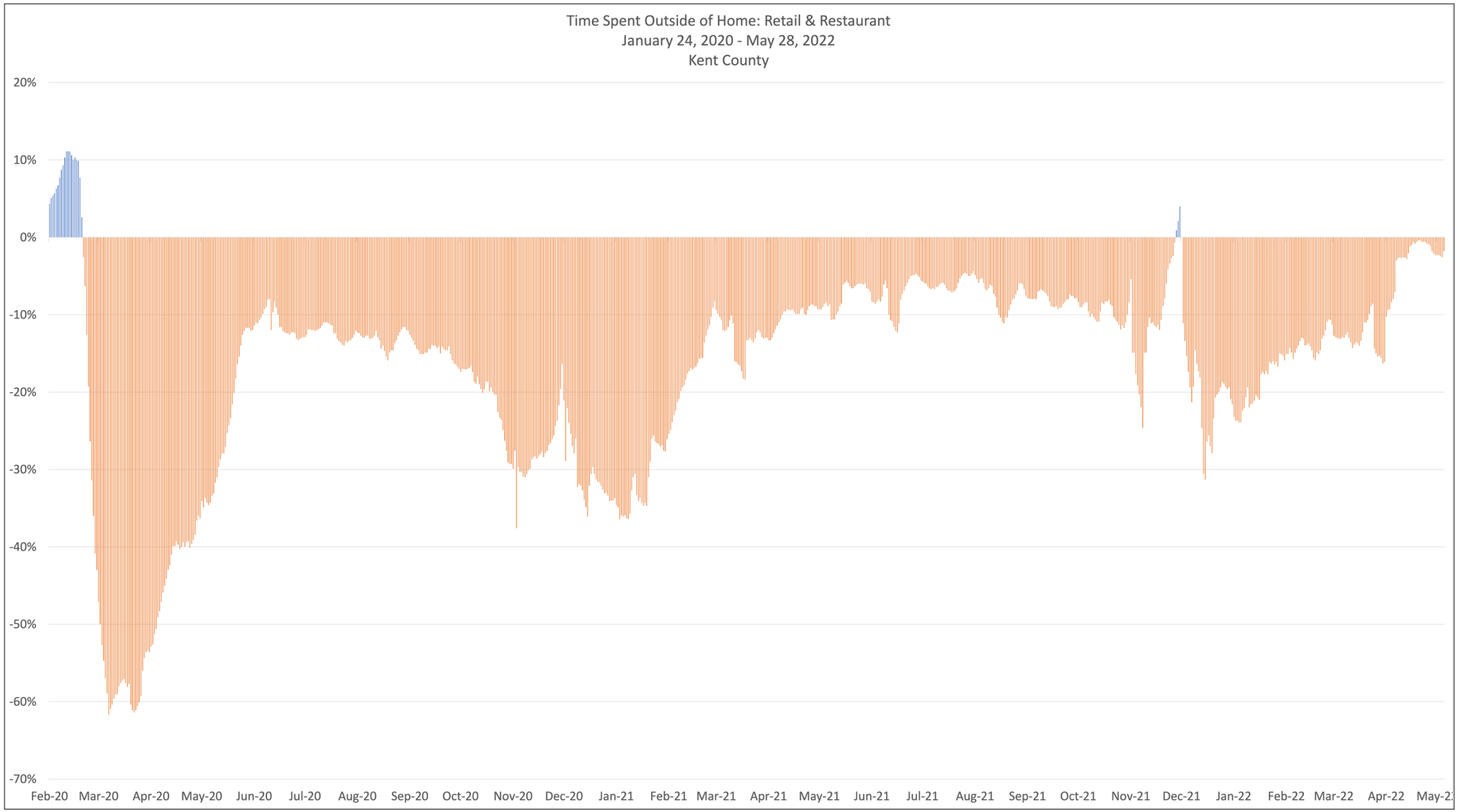
Source: Gerald R. Ford Airport

October 2021 Temporarily Missing

Time Spent Outside of Home: Retail & Restaurant

Kent County

-2%	-14%	-3%
May Average	2022 Average so far	May 1 2022
May 2021: -9%	*2021: -13%*	*May 1 2021: -11%*
May 2020: -39%	*2020: -23%*	*May 1 2020: -46%*



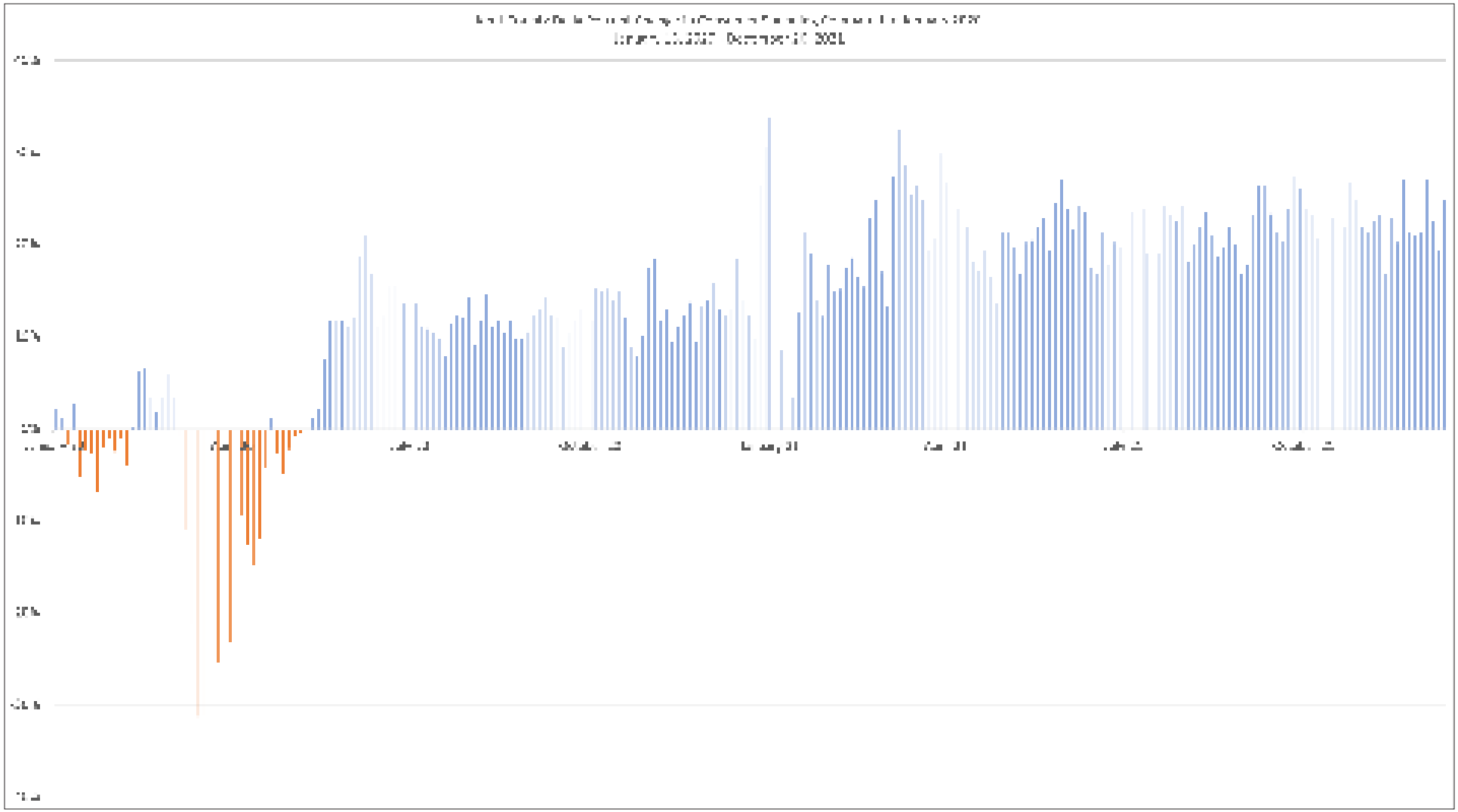
Source: Opportunity Insights Economic Tracker
tracktherecovery.org

Consumer Spending
Kent County

+23%
December Average
Dec 2020: +14%

+28%
2020 Average so far
2021: 21%
2020: 5%

+21%
December 1 2021
Dec 1 2020: +11%



Source: Opportunity Insights Economic Tracker
tracktherecovery.org