

AGENDA



DGRI BOARD OF ADVISORS

Board Members:

Stephanie Andrus • Monica App • Rick Baker • Shaun Biel • Mayor Rosalynn Bliss • Kayem Dunn • Jorge Gonzalez • Kristian Grant
• Brian Harris • Bob Herr • Nikos Monoyios • Doug Small • Eddie Tadlock • Randy Thelen • Al Vanderberg •
Mark Washington • Rick Winn

September 21, 2022 2:00p
29 Pearl Street NW (DGRI Offices)

- | | | |
|--|-----------|--------|
| 1. Call to Order (2:00) | | Harris |
| 2. Approve Minutes from May 17, 2022 (2:01)
(enclosed) | Motion | Harris |
| 3. DGRI Board Appointment (2:05)
(enclosed) | Motion | Kelly |
| 4. DGRI Service Agreement (2:10)
(enclosed) | Motion | Kelly |
| 5. Block by Block Contract Amendment (2:15)
(enclosed) | Motion | Kelly |
| 6. FY22 and FY23 Performance Indicators (2:20)
(enclosed) | Motion | Kelly |
| 7. DGRI and Grand River Inc. Term Sheet (2:30)
(enclosed) | Motion | Guy |
| 8. Return to the River Overview (2:45) | Info Item | Staff |
| 9. Alliance 3.0 Update (3:00) | Info Item | Kelly |
| 10. President & CEO Report (3:05) | Info Item | Kelly |
| 11. Board Member Discussion (3:10) | | |
| 12. Public Comment (3:15) | | |
| 13. Adjournment (3:20) | | |

UNAPPROVED MINUTES



Board of Advisors Meeting

May 17, 2022

1. Call to Order – The meeting was called to order at 2:02 p.m. by Chair Brian Harris.

Attendance:

Members Present: Rick Baker, Kristian Grant, Jorge Gonzales, Brian Harris, Tim Kelly, Jessica Wood, Nikos Monoyios, Shaun Biel, Randy Thielen, Kayem Dunn, Monica Steimle-App, Eddie Tadlock, Bob Herr, Doug Small, Al Vanderberg, Rick Winn, Mark Washington, Stephanie Adams.

Members Absent: Rick Baker, Mayor Rosalyn Bliss, Doug Small, and Randy Thelen

Others Present: Tim Kelly (President & CEO), Jessica Wood (Legal Counsel), Marion Bonneaux, Kim Van Driel, Bill Kirk, Kendsie Channing, James Peacock, Mark Miller. (DGRI Staff), Scott Atchinson.

2. Approve Minutes from February 24, 2022
Motion: Member Dunn, supported by Member Winn, moved to approve February 24, 2022, meeting minutes as presented. Motion carried unanimously.

3. Block by Block Agreement
Tim Kelly asked for a motion to increase wages for Downtown Ambassadors to \$16.50 hourly base pay and add an additional week of vacation time for the new contract.

The DDA approved their share of the funding at the May 11 meeting and the DID meets on May 18 and is expected to approve as well.

Motion: Member Herr, supported by Member Biel, moved to approve increasing the wage for Downtown Ambassadors to \$16.50 per hour and add an additional week of vacation time. Passed Unanimously.

4. Grand River Greenway State Grant

Tim Kelly introduced the item with an overview and some discussion of next steps.

Andy Guy presented a high-level overview of the project. The group has talked about the Downtown Grand River Revitalization efforts as part of the Grand River Greenway and framed this as growing and extending the Grand River Greenway into Kent County. Extensive community engagement and feedback has informed the project so far, and the three main elements over the overall effort include: work in the river to restore the rapids, greenspace projects on the riverfront, and trail connections throughout the corridor.

Approximately 26 acres of new or rehabbed park space in the urban core are in the development pipeline and about 28 miles of new additions to the regional trail system are anticipated.

Guy discussed funding estimates for near-term projects, community conversations focused on equity, and work being done with Kennari Consulting to better understand the alignment and coordination of all the current proposed projects in the river corridor.

Chair Harris asked about the timing for various projects. Guy responded that Kennari Consulting has a 4-5 month time frame for their work and that equity-related work should be completed by the end of the year. In addition, he indicated that defining the scope for all related projects should be completed by the end of 2024 and the grant funding must be spent by the end of 2026. Member Vanderberg stated that those dates are important for federal reporting requirements for the county.

Member Thielen inquired about cost estimations in the context of inflation. Guy replied that those considerations are factored into every project.

Chair Harris asked about the funding for work with Kennari Consulting, to which Guy responded that the DDA and MNTIFA are currently funding that effort.

Members discussed fiduciary and decision-making responsibilities, as well as future fundraising efforts. Members Thielen, Washington and Adams all discussed needs and questions related to the relationship between DGRI and Grand River Inc. (GRI), including potential staff and capacity needs for GRI. Guy indicated that the business plan for GRI is nearly complete which will address some of the issues discussed.

Chair Harris suggested that the DGRI Board of Advisors could request a formal proposal from GRI.

Motion: Member Winn, supported by Member Vanderberg, for DGRI to request a proposal from GRI for a scope of services to create a process and framework to deploy the Grand River Greenway Grant. Passed Unanimously.

5. Project Updates:

Kelly shared highlights from the Market Avenue Redevelopment, Lyon Square, and Bridge South projects.

Member Baker asked if there was a plan regarding coordinating greenspace and ongoing maintenance, to which Kelly replied that the City is currently in charge of the parks space and GRI is actively discussing future arrangements. Members discussed the need for a clear policy regarding maintenance responsibilities of future greenway assets.

6. Budget Overview:

Kelly provided a budget update including final debt service payments on the Van Andel Arena, outstanding debt service for DeVos Place and the Downtown Market, and upcoming projects in FY 2023.

7. President & CEO Report

Kelly provided updates on the Downtown Vitals Report, staffing, and upcoming events.

8. Board Member Discussion

None.

9. Public Comment

Scott Atchison presented wayfinding ideas for Downtown.

10. Adjournment

The meeting adjourned at 3:20 p.m.



MEMORANDUM

DATE: September 21, 2022

TO: DGRI Board of Advisors

FROM: Tim Kelly, AICP
DGRI President & CEO

SUBJECT: **Item #3 - DGRI Board Appointment**

The charge of the Downtown Grand Rapids Inc. (DGRI) Board of Advisors is to provide a “long-term focus on visionary, collective impact, leadership and advocacy related to Downtown Grand Rapids”. The bylaws allow for no less than twelve and no more than 20 Advisors at a given time, and the Board may decide to add members at any meeting. Currently there are 17 Advisors on the Board.

Following discussions with the Executive Committee, it is recommended that Kara Wood be appointed to the Board of Advisors. Ms. Wood is the Executive Director at Grand Action 2.0 where she is helping to manage major downtown initiatives, including the proposed River front Amphitheater.

Prior to taking over at Grand Action 2.0, Ms. Wood worked for three years as the associate vice president for community partnerships in the office of government relations at Western Michigan University. She previously worked for 12 years as the city of Grand Rapids’ economic development director and the managing director of economic development and Mobile GR parking services. Wood also served at the Michigan Economic Development Corp. before joining the city of Grand Rapids

Ms. Wood’s appointment will allow for continued coordination between DGRI and Grand Action 2.0. Further, it is expected to advance the vision for Downtown as outlined in GR Forward.

RECOMMENDATION:

Appoint Kara Wood to the DGRI Board of Advisors as recommended by the DGRI Executive Committee.



MEMORANDUM

DATE: September 21, 2022

TO: DGRI Board of Advisors

FROM: Tim Kelly, AICP
DGRI President & CEO

SUBJECT: **Item #4: Inter-Organizational Agreement between DGRI and the City of Grand Rapids**

In 2013, Downtown Grand Rapids Inc. (DGRI) entered into an Inter-Organizational Agreement (Agreement) with the City of Grand Rapids. The Agreement provides specific details regarding DGRI's management of the Downtown Development Authority, the Monroe North Tax Increment Finance Authority and the Downtown Improvement District.

An update to the Agreement was approved in April 2017 and again in July 2019. In light of the successful partnership and ongoing desire to collaborate on the continued success of Downtown, the City and DGRI wish to execute an extension to the Agreement for a term ending June 30, 2025.

Aside from the updated term there are no other proposed changes to the Agreement. This item was presented and approved by the Grand Rapids City Commission at their meeting on June 21, 2022.

RECOMMENDATION: Approve execution of the Interorganizational Agreement.

2022 INTER-ORGANIZATIONAL COOPERATION AND SERVICES AGREEMENT

THIS 2022 INTER-ORGANIZATIONAL COOPERATION AND SERVICES AGREEMENT is made as of _____, 2022 (the “Agreement”), by and between the **CITY OF GRAND RAPIDS**, a Michigan municipal corporation (the “City”), of 300 Monroe Avenue, N.W., Grand Rapids, Michigan and **DOWNTOWN GRAND RAPIDS, INC.**, a Michigan nonprofit corporation (“DGRI”), of 29 Pearl Street, N.W., Grand Rapids, Michigan.

RECITALS

A. DGRI entered into Restated Services Agreements each dated February 14, 2019, and whose terms have each been extended to June 30, 2022 (collectively the “Services Agreements” and individually a “Services Agreements”) with (i) the City of Grand Rapids Downtown Development Authority (the “DDA”) to provide certain services on behalf of the DDA (the “DDA Services”), (ii) the Tax Increment Finance Authority of the City of Grand Rapids, also known as the Monroe North Tax Increment Finance Authority (the “MNTIFA”) to provide certain services on behalf of the MNTIFA (the “MNTIFA Services”), and (iii) the City on behalf of the Downtown Improvement District (the “DID”) to provide certain services on behalf of the DID and the DID Board (the “DID Services” and together with the DDA Services and the MNTIFA Services the “Services”).

B. To assist and support DGRI in the performance of services pursuant to the Services Agreements, the City and DGRI entered into an Inter-Organizational Cooperation and Services Agreement dated July 23, 2019 for the provision of certain services by the City (the “City Services”) for a three-year term commencing July 1, 2019, and ending June 30, 2022.

C. DGRI anticipates that the DDA, the MNTIFA, and the DID will renew and extend the terms of the Services Agreements to June 30, 2025.

D. To assist and support DGRI in the continued performance of services pursuant to the Services Agreements, as renewed and extended, the City and DGRI have agreed to the continued provision of City Services for an additional three-year term commencing July 1, 2022, and ending June 30, 2025.

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

Section 1. Transparent Governance. DGRI agrees to perform the Services through transparent governance and decision making including compliance with the Michigan Freedom of Information Act, Act 442 of the Public Acts of Michigan of 1976, as amended, and compliance by its Board of Advisors with the Michigan Open Meetings Act, Act 267 of the Public Acts of Michigan of 1976, as amended.

Section 2. Use of Funds Received. DGRI agrees to use the funds received from (a) the DDA pursuant to the Services Agreement to perform the DDA Services, (b) MNTIFA pursuant

to the Services Agreement to perform the MNTIFA Services, and (c) the City for the DID pursuant to the Services Agreement to perform the DID Services in accordance with the respective annual budgets of the DDA, MNTIFA and DID.

Section 3. Holding and Investment of Funds. DGRI agrees, with respect to any funds it receives from the DDA, MNTIFA and the City for the DID, to hold and invest such funds in compliance with Michigan law applicable to public corporations, including but not limited to, the Investment of Surplus Funds of Political Subdivisions Act, Act 20 of the Public Acts of Michigan of 1943, as amended. DGRI further agrees that the funds it receives from the DDA, MNTIFA and City for the DID shall not be co-mingled with each other or with other revenues or funds received or held by DGRI.

Section 4. DDA, MNTIFA and DID Boards. The City agrees that (a) the governing board of the DDA shall be composed and selected in accordance with the requirements of Part 2 of the Recodified Tax Increment Financing Act, Act 57 of the Public Acts of Michigan of 2018, as amended (“Act 57”), and Chapter 21 of Title I of the Code of Ordinances of the City (the “City Code”) including the appointment of members of the DDA Board by the Mayor subject to the approval of the City Commission, (b) the governing board of MNTIFA shall be composed and selected in accordance with the requirements of Part 3 of Act 57, and Chapter 22 of Title I of the City Code including the appointment of the MNTIFA Board by the Mayor subject to the approval of the City Commission and (c) the DID Board shall be composed and selected in accordance with the requirements of the Principal Shopping Districts and Business Improvement Districts Act, Act 120 of the Public Acts of Michigan of 1961, as amended (“Act 120”), and Chapter 23 of Title I of the City Code including the appointment of members of the DID Board by the Mayor subject to the concurrence of the City Commission.

Section 5. DGRI Board of Advisors. DGRI agrees that the selection and composition of the Board of Advisors of DGRI shall be in accordance with DGRI’s Bylaws, as may be amended from time to time, *provided, however*, the then currently serving Mayor and City Manager shall be voting ex-officio members of the Board of Advisors so long as they hold such offices with the City.

Section 6. Financial Services.

A. The City and DGRI agree, in connection with DGRI’s performance of the Services, the City’s Debt and Authority Finance Officer or such other City staff person designated by the City Manager or his or her designee shall function as treasurer of each of the DDA, MNTIFA and DID subject to the approval, respectively, of the DDA Board, MNTIFA Board and the DID Board (respectively, the “DDA Treasurer,” the “MNTIFA Treasurer” and the “DID Treasurer” and collectively the “Treasurer”). The Treasurer shall keep a record of her/his time devoted to performance of each of the DDA Services, MNTIFA Services and DID Services including, but not limited to, (i) preparation and review of the respective, DDA, MNTIFA and DID financial reports and forecasts which shall be available to DGRI at least five (5) business days prior to a regularly scheduled meeting of the respective DDA Board, MNTIFA Board and DID Board, (ii) review and approval of payment requests and signing of checks, (iii) performing tax increment calculations as provided in Section 8 hereof, (iv) interaction with the City’s finance, accounting and economic development staffs and (iv) such other tasks as shall be required in functioning as Treasurer of the DDA, MNTIFA and DID. The City agrees to provide

access, subject to appropriate protocol, to its financial management system for data entry purposes and through such systems to generate checks for DDA, MNTIFA and DID accounts payable.

B. It is agreed that the Treasurer's time shall be billed "fully loaded," e.g., wages with all fringe benefits, as determined by the City from time to time, to the DDA, MNTIFA and DID and DGRI shall include such costs in the annual budgets prepared for the DDA, MNTIFA and DID.

C. Related to the services to be provided by the Treasurer, if requested by DGRI, the City agrees to provide the services of a staff person from its Economic Development Department or such other City staff person as designated by the City Manager or his or her designee to assist DGRI in the processing of the receipt of funds and the payment of bills and invoices for the DDA, MNTIFA and DID. Such person shall keep a record of her/his time related to the performance of services for each of the DDA, MNTIFA and DID and such time shall be billed "fully loaded," e.g., wages with all fringe benefits, as determined by the City from time to time. The DDA, MNTIFA and DID and DGRI shall include such costs in the annual budgets prepared for the DDA, MNTIFA and DID.

Section 7. Annual Audits. The City and DGRI agree that performance of annual audits of the DDA, MNTIFA and DID as required by each of the Services Agreements shall be included in the audit procurement package of the City, the costs of which shall be shared proportionately in accordance with the cost allocation methodology described in the Services Agreements and DGRI shall include such cost in the annual budgets prepared for the DDA, MNTIFA and DID.

Section 8. Tax Increment Revenue Calculations. The City and DGRI agree that as a part of the Services to be performed by the Treasurer pursuant to Section 6 hereof for the benefit of the DDA is to (a) annually calculate and arrange for the timely payment or crediting of excess School Tax Increment Revenues (as defined in the DDA's Development and Tax Increment Financing Plan for the City of Grand Rapids Downtown Development Area No. 1 as Amended) not required to pay annual debt service on Other Protected Obligations (as defined in the DDA's Development and Tax Increment Financing Plan for the City of Grand Rapids Downtown Development Area No. 1 as Amended) to Grand Rapids Public Schools, Kent Intermediate School District and the State of Michigan with respect to the State Education Tax and (b) calculate and arrange for the timely return to Tax Levy Entities (as defined in the DDA's Development and Tax Increment Financing Plan for the City of Grand Rapids Downtown Development Area No. 1 as Amended) of tax increment revenues as provided in and in accordance with the requirements of Section III.E. of the DDA's Development and Tax Increment Financing Plan for City of Grand Rapids Downtown Development Area No. 1 as Amended approved by the City Commission on December 6, 2016, as may be amended from time to time.

Section 9. Preparation of DID Special Assessment Rolls. The City agrees to provide the services of (a) the City Assessor's office to assist DGRI in the periodic preparation of special assessment rolls for the DID required as a part of the DID Services in accordance with the requirements of Act 120 and Chapter 23 of the City Code and (b) the City Treasurer's office for the collection of special assessments and other amounts in accordance with Act 120 and Chapter

23 of the City Code. It is agreed that the City Assessor's office and the City Treasurer's office may change normal and customary fees for their services in connection with the preparation and collection of special assessments.

Section 10. City's Office of Special Events. In planning and executing activation events within the DDA Downtown District, MNTIFA District or Downtown DID District, DGRI will follow all processes and procedures as set forth by the City's Office of Special Events ("OSE"), including seeking advance permission for use of public spaces prior to activation and obtaining the proper permits for activities. A representative from DGRI will be part of OSE review committee meetings. In addition, monthly meetings will take place between OSE and DGRI to discuss collaboration and partnership opportunities. DGRI will pay or cause to be paid to OSE, as DGRI shall determine, either (a) the costs thereof at the then current fee structure for commercial and/or community events at the co-sponsored rate for DGRI produced/organized events or (b) an annual fixed amount of \$75,000 (the "Annual Fixed Fee"). The consideration that DGRI will receive for payment of the Annual Fixed Fee is waiver of OSE application and permit fees including the time and processing costs and site rental and equipment rental fees, and a fifty percent (50%) reduction in cost of other City Services provided by OSE or the City's Parks and Recreation Department. The OSE will issue permits for DGRI events in a timely manner and will promote said events on the City's event calendar and social media pages.

Section 11. Allocation of Indirect Cost of City Services. It is agreed that in performing the DDA Services, MNTIFA Services and DID Services, DGRI will utilize and receive the benefit of certain indirect activities and services of the City and that DGRI shall share in such costs annually; which costs will be passed through to and included in the annual budgets of the DDA, MNTIFA and DID using the cost allocation methodology in the Services Agreements. It is further agreed that the DGRI receives the benefit of the following City indirect cost centers: City Hall, Annual Audit, City Administration, General Accounting, Accounts Payable, Labor Distribution, GR Funds, GR Undistributed, Accounts Receivable, Accounting Specific, Accounting General, Mail Service, Mail Delivery, Budgeting, Purchasing, Financial Planning, Legal Services and Archives (collectively, the "Indirect Services"). The City agrees to determine or cause to be determined DGRI's share of the cost of the Indirect Services no less often than every two years using the methodology described in the Federal Office of Management and Budget Circular A-87 Revised, as may be further revised from time to time. The City agrees to provide the Indirect Services to DGRI with the same timeliness and quality and in the same manner as it provides such Indirect Services to City Departments.

Section 12. Services of City's Economic Development Department. The City agrees to provide the services of its Economic Development Department to administer for DGRI the processing of reimbursement payments to developers pursuant to (a) development and/or reimbursement agreements between developers and the DDA which is a part of the DDA Services to be provided by DGRI and (b) development and/or reimbursement agreements between developers and the MNTIFA which is a part of the MNTIFA Services to be provided by DGRI including a development and reimbursement agreement between MNTIFA and the assignee of the developer of the Boardwalk building project. The City and DGRI shall mutually agree on the maximum budget amount for these services during each of the DDA and MNTIFA annual budgets during the term of this Agreement. The staff of the City's Economic Development Department performing services referenced in this Section 12 shall keep track of and record their time and it is agreed the City shall bill and DGRI shall pay for such time "fully

loaded,” e.g., wages with all fringe benefits, as determined by the City from time to time, *provided, however*, the total amount billed in a given fiscal year shall not exceed the amount budgeted in such year unless otherwise approved in writing in advance by the City and DGRI. The City agrees that the services to be provided by its Economic Development Department Staff will be performed in a timely manner consistent with the standards for similar reimbursement programs it administers.

Section 13. Services of City’s Engineering and Energy, Lighting and Communications Departments. It is agreed that DGRI may, when undertaking Services, utilize at its discretion the City’s Engineering Department and/or Energy, Lighting and Communications Department (the “ELC Department”) for the design, delivery and administration of infrastructure, building, facility and park projects located within the DDA Downtown District, MNTIFA District and Downtown DID District and funded, in whole or in part, by the DDA, MNTIFA or DID, respectively. It is further agreed and understood that if such projects are located within the public right-of-ways, in City controlled easements, on City owned property or are, or will become upon completion and acceptance by the City, a City owned asset (collectively, the “City Property”), it will require management of the project by the City’s Engineering Department and/or ELC Department, including but not limited to, (a) development and review of plans and specifications, (b) review and assurance of compliance with City requirements such as, by way of example, design standards, insurance and bonding requirements, approval of location of improvements within the public right-of-ways in proximity to other improvements and utilities, and approval and timing of street closures, (c) design development, (d) selection and management of consultants and sub-consultants, (e) construction oversight and inspection and (f) project delivery and administration. To the extent such services are provided and/or required, it is agreed that DGRI will pay or cause to be paid to the City’s Engineering Department and ELC Department the costs thereof at the then current rate schedule. The City’s Engineering Department and ELC Department and DGRI shall develop a mutually acceptable written protocol that clearly defines the point at which each Department becomes engaged and at which DGRI becomes responsible for costs of a project. It is further agreed that prior to commencement of a project to be located in the public right-of-ways, in City controlled easements or on City owned property the City and DGRI shall mutually agree in writing as to the responsibility for all ongoing operation, maintenance and repair after completion of construction or installation.

Section 14. Cooperation and Collaboration. The City and the DGRI both recognize that for projects in which they have a joint interest that their mutual cooperation and collaboration are essential in matters related to planning, design, utilization and development within the DDA Downtown District, MNTIFA District and DID District as well as areas adjacent to such Districts which may have an impact on the Districts. The City agrees to include DGRI and its applicable Alliance(s) and DGRI agrees to include the City in planning, design, utilization and development exercises related to such Districts and adjoining areas. Both parties further recognize the importance of incorporating and implementing the recommendations of GR Forward, an amendment to the City Master Plan, in such planning exercises. It is agreed that representatives of the City and DGRI will meet at least quarterly to coordinate such cooperation and collaboration. It is agreed and understood that any financial participation, directly or indirectly, involving areas outside the respective DDA Downtown District, MNTIFA District and Downtown DID District must be from sources other than, respectively, DDA and MNTIFA tax increment revenues or DID special assessments or other DID payments.

Section 15. Operation, Maintenance and Repair of Projects. The City and DGRI recognize the importance of providing for the long-term ongoing operation, maintenance and repair of projects located within public right-of-ways, in City controlled easements or on City owned property within the DDA Downtown District, MNTIFA District and DID District. The City and DGRI agree during the first six months of this Agreement to develop a mutually acceptable written protocol for such operation, maintenance and repair.

Section 16. Term. This Agreement shall be effective as of July 1, 2022, through June 30, 2025. The City and DGRI may thereafter agree in writing to extend the term of this Agreement in three-year increments.

Section 17. Dispute Resolution. If unanticipated issues arise with respect to this Agreement or their relationship, the City and DGRI agree to promptly in good faith discuss them and seek resolution.

Section 18. 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 City:

City of Grand Rapids
City Hall, 6th Floor
300 Monroe Avenue, N.W.
Grand Rapids, Michigan 49503
Attention: City Manager
Email: manager@grcity.us

If to DGRI:

Downtown Grand Rapids, Inc.
29 Pearl Street, N.W., Suite 1
Grand Rapids, Michigan 49503
Attention: Executive Director
Email: tkelly@downtowngr.org

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

Section 19. General Provisions.

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

b. All capitalized terms not defined in this Agreement or for which there is not a reference to a definition shall have such definitions as defined in the Services Agreements.

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

d. 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.

e. 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.

f. 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.

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

h. DGRI shall act solely as an independent contractor with respect to this Agreement. The relationship between the City and DGRI in 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 purposes other than as set forth in this Agreement.

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

CITY OF GRAND RAPIDS

By: _____
Rosalynn Bliss, Mayor

Attest: _____
Joel H. Hondorp, City Clerk

DOWNTOWN GRAND RAPIDS, INC.

By: _____
Brian Harris, Chairperson



MEMORANDUM

DATE: September 21, 2022

TO: DGRI Board of Advisors

FROM: Melvin Eledge Jr., LPM
Director of Operations

SUBJECT: **Item #5: Downtown Ambassador Expansion**

In March 2022, the Grand Rapids City Commission approved a Downtown Improvement District reauthorization plan which, for the first time, included an assessment on residentially classified property.

In July 2022 a working group comprised of DID resident rate payers was brought together to provide feedback and insights into Downtown resident quality of life and what services, projects and programs could be developed and implemented using the new resources generated by the residential property assessment.

For several months the group prioritized their needs and concerns, conducted research on what other downtowns and neighborhoods were doing and worked to develop a response to address their various needs. The result of that work yielded a proposal to expand the Downtown Ambassador program by adding two full-time ambassadors to provide a more resident-focused scope of work.

The full proposal is attached but the highlights are:

- Expand presence in Downtown during higher periods of resident foot traffic
- Engage directly with Downtown residents through lobby fairs, neighbor specific meetings and internal building meetings to listen to, and address concerns as well as connect residents with additional resources
- Increase deployment in areas of Downtown with higher residential populations

Recommendation: Approve a contract amendment with Block by Block to include additional ambassador service hours for the implementation of a newly developed residentially focused scope of work contingent upon the DID's approval to fund these services for an amount not to exceed \$124,160.



MEMORANDUM

DATE: September 21, 2022

TO: DGRI Board of Advisors

FROM: Tim Kelly, AICP
DGRI President & CEO

SUBJECT: **Item #5 – FY23 Performance Measures**

I. Performance Indicators

In August 2016 (FY2017) the DGRI Board of Advisors adopted a set of 15 key performance indicators intended to help inform the overall performance and health of Downtown. The indicators are tracked annually and reflect respective priorities of the Downtown Development Authority, the Downtown Improvement District, the Monroe North Tax Increment Finance Authority, as well as the community as informed by GR Forward.

While it is recognized some of the indicators are outside of DGRI's direct control, tracking and comparing the trends each year does give some measure of the overall economic, social, and environmental health of Downtown. To ensure year over year comparison, no change is proposed to the performance indicators for FY23.

II. Key Projects

In addition to the broad indicators, each fiscal year a set of projects are selected that when implemented will underscore DGRI's commitment to implementing GR Forward (Plan). Given the Plan has a wide-ranging vision that requires collaboration to achieve, projects are selected from across five goals that will further grow confidence within the community that DGRI and our community partners are committed to delivering on the promises in the Plan. In addition, projects are selected that can be completed in the upcoming fiscal year and that will have some conclusive result, whether a capital project, a design document or plan, or some other tangible measure.

The key projects for FY2023 are as follows:

1. Implement recommendations from River Governance process, including finalizing an Equity Framework Plan.
2. Update the DDA and TIF Plan to participate in the future redevelopment of 201 Market Avenue with community partners.
3. Execute Operating Agreement, finalize design and initiate construction of Lyon Square.
4. Issue RFP to implement the recommendations from the Bridge South planning initiative.
5. Begin implementation of new Downtown Wayfinding system based on recommendations from the re-design process.

6. Implement recommendations from the Disability Advocates of Kent County and Common Notice study.
7. Successfully deliver World of Winter 2023.
8. Initiate construction of Phase 1 of the Van Andel Arena alley between Fulton and Oakes.
9. Finalize design of the Hill and River Network Plan.

III. Leadership and Advocacy Agenda

Lastly, DGRI is uniquely positioned to harness the power of partnerships to achieve community goals and inspire a best-in-class approach to city building. Accomplishing specific, targeted advocacy endeavors will expand on the organization's credibility as a can-and-will do agent for change and progress. For FY23, ten (10) key policy and advocacy items at the local, state, and federal level were selected that will help further the goals for Downtown and the entire community. Those recommended priorities are as follows:

Local Advocacy Objectives:

1. Coordinate with Grand River Inc. to develop a strategy for additional fundraising and deployment of \$55M Grand River Greenway grant.
2. Coordinate with the City of Grand Rapids on a revised social zone policy.
3. Advance any necessary zoning changes to further implementation goals related to retail, housing and other Downtown specific initiatives.
4. Complete the FY24 Downtown Improvement District reauthorization process.
5. Participate in projects and initiatives that improve the status of community relations within Grand Rapids, particularly those that involve social and racial equity.
6. Participate in the update to the City of Grand Rapids Master Plan.

State/Federal Level Advocacy Objectives:

1. Work with community partners to prioritize Downtown economic development projects for State and Federal funding.
2. Advocate for the continuation of State policies that support business recovery efforts, including continuation of social district liquor licenses.
3. As needed, develop collaborative strategies to effectively inform appropriate state officials about Grand Rapids' urban policy / investment priorities.
4. Monitor TIF legislation discussions in legislature.

Recommendation: Approve the FY2023 Performance Measures, Key Projects and Leadership and Advocacy Agenda.

	FY 2022	FY 2021	FY 2020	FY 2019	FY 2018	FY 2017
Facilitating Investment						
Tax Increment Value	\$ 8,793,112	\$ 8,066,635	\$ 7,284,426	\$ 6,664,106	\$ 6,543,477	\$ 5,927,709
% Change (since 2016)	48%	46%	32%	21%	19%	8%
DGRI Funding to Private Investment	\$ 530	\$ -	\$ 71	\$ 37	\$ 26	\$ 26
DDA/TIFA Pledge	\$ 600,000	\$ -	\$ 2,348,385	\$ 2,167,851	\$5,350,000	\$ 5,000,000
Total Development Under Construction	\$ 318,000,000	\$ 127,800,000	\$ 166,007,349	\$ 81,200,000	\$139,100,000	\$ 138,000,000
Mobility						
Pedestrian Counts Increase @ ArtPrize / Project One / The Bridge	AP: 37%	N/A	BGR: 14%	P1: 23%	AP: 26%	AP: 38%
Pedestrian Count Increase @ Snow Days / WoW	WoW: 20%	WoW: 26%	WoW: 25%	WoW: 16%	WoW: 1%	SD: -1%
Livability						
Units Delivered	44	0	172	270	459	449
Total # of Households	4,835	4,791	4,791	4,619	4,349	3,890
Units in development planning	1,293	807	137	172	376	527
Household Affordability Mix (Market/Income Restricted)	69% / 31%	70% / 30%	70% / 30%	69% / 31%	69% / 31%	66% / 34%
Inclusion and Participation						
Demographically Representative Leadership - Boards and Alliances						
Total # of Members (DDA+TIFA+DID+Alliance)	85					
White		72%	75%	70%	65%	-
Black		14%	13%	14%	16%	-
Hispanic or Latino		8%	8%	8%	10%	-
Mixed Race		3%	2%	4%	5%	-
Asian		2%	2%	4%	4%	-
Age						
20-24		4%	3%	3%	-	-
25-34		37%	37%	47%	-	-
35-44		41%	42%	32%	-	-
45-54		9%	9%	8%	-	-
55-64		9%	9%	10%	-	-
Gender						
Male		50%	53%	46%	-	-
Female		50%	47%	54%	-	-
Sexual Orientation						
Heterosexual		91%	91%	90%	-	-
LGBT		9%	9%	10%	-	-
Marketing Communications and Vibrancy						
Social Media Followers						
Twitter Audience	11,900	11,700	11,700	11,300	-	10,000
Twitter Growth	2%	-			8%	24%
Facebook Audience	46,143	39,256	29,235	25,094	-	19,000
Facebook Growth	18%	34%			12%	62%
Instagram Audience	27,800	25,300	18,200	11,600	-	4,300
Instagram Growth	10%	39%			36%	97%
Safe, Clean and Beautiful	2021	2020	2019	2018	2017	
Sidewalk Cleanliness						

Umbrella Escorts, Directions and Other Assists	123,536	84,903	167,555	195,494	270,139	
Trash Removed (lbs)	381,575	365,275	528,325	544,200	390,400	312,575
Plants and Flowers Planted	45,321	44,832	33,265	21,000		
Crosswalks, Parking Meters, and Fire Hydrants Cleared of Snow	10,090	8,285	11,641	9,850	-	-
Weeds Pulled (Changed to blockfaces cleared in 2020)	95,856	131,625	128,332	37,803	12,043	11,400
Instances of Graffiti Removed	2,943	2,276	-	2,102	-	-
Cigarette Butts Removed & Recycled	430,068	131,250	442,990	411,810	532,078	173,000
Percentage of Tree Canopy						
# of Trees Planted by DGRI & Partners	55	214	169	100	201	378
Total #	5,261	5,206	4,992	4,823	3640	3136
Goal of 10%	9.39%	9.30%	8.91%	8.61%	6.50%	5.60%
Acres of Parkland / 1,000 residents						
Total Park Acreage	38.51	38.51	38.51	38.51	38.09	37.79
Estimated Total Residents (1.5 persons * HH)	7252.5	7,187	7,187	6,929	6,524	5,835
Acres/1,000 Residents	5.3	5.4	5.4	5.6	5.8	6.5
DGRI Efficiency Measures						
% of DID Budget Returned as Direct Services and Improvements						
Direct Services & Improvements to Downtown	88%	87%	87%	83%	89%	87%
Supported Administration & Overhead	12%	13%	13%	17%	11%	13%
Public Resources Leveraged						
DDA/TIFA Investment into Infrastructure Projects	\$ 2,388,162	\$ 1,188,567	\$ 3,282,916	\$ 3,297,936	\$1,330,000	\$ 1,300,000
DDA/TIFA Leverage into Public Funding	\$ 5,981,242	\$ 5,237,929	\$ 6,549,468	\$ 7,203,154	\$6,200,000	\$ 6,200,000
ROI into Public Facilities (per \$1)	\$ 2.50	\$ 4.41	\$ 2.00	\$ 2.18	\$ 4.66	\$ 4.77
Speed of Project Implementation						
Completed Projects	10 of 11	9 of 10	7 of 11	7 of 9	12 of 17	6 of 7



MEMORANDUM

TO: DGRI Board of Advisors
FROM: And Guy
DATE: September 21, 2022
SUBJECT: **Item #6 – Terms of Agreement between DGRI and Grand River Inc.**

The DGRI Board of Advisors on May 13, 2022 moved to invite Grand River Inc. to assume a leadership role organizing the Grand River Greenway grant investment strategy in Grand Rapids/Kent County.

Grand River Inc. is a new nonprofit organization with the vision of establishing the Grand River as one of the nation's most exceptional urban rivers, thriving as a healthy, natural resource and welcoming all as a cultural destination for enjoyment and opportunity.

The Grand River Inc. Board of Directors on June 2, 2022 accepted the invitation. They also directed staff to develop a proposed Term Sheet that clearly describes how DGRI and Grand River Inc. will work together to guide Grand River Greenway investment.

The final draft Term Sheet is attached here for DGRI Board review and consideration.

The Grand River Inc. Board approved the Terms on August 29, 2022.

RECOMMENDATION: Approve the attached Essential Elements and Terms

**Essential Elements and Terms
For A Memorandum of Agreement
Between Grand River Inc. and Downtown Grand Rapids, Inc.**

I. Purpose

This agreement sets out the framework for a collaborative relationship between Downtown Grand Rapids Inc. (DGRI) and Grand River Inc. (GRI) to develop a *Priority Plan for Action* to guide Grand River Greenway investment in Grand Rapids and Kent County. Implementation of the vision for Grand River Corridor revitalization aims to meet all the following community-driven goals:

- Re-establish the Grand River corridor as a renewed social and economic asset.
- Expand safe public access to the Grand River.
- Rehabilitate and expand the riverfront park and greenspace system.
- Deliver equitable opportunity for all.
- Better connect the Grand River corridor to adjacent neighborhoods, communities and the regional non-motorized trail system.
- Promote public recreation and community health.
- Reinforce the Grand Rapids Whitewater initiative.

Towards these ends, the Parties propose to sign a Memorandum of Agreement to work together to *establish and execute a process* for identifying and evaluating parks and trails project priorities, identifying opportunities for integration of key relevant community plans and projects, determining a decision-making model and providing recommendations for funding allocations to support development of the Grand River Greenway. This includes establishing an informed technical advisory committee with relevant knowledge and skills to help guide the effort.

II. Background

- The greater Grand Rapids Community has worked since 2010 to develop a transformative vision for the revitalization of the Grand River corridor. This vision and related project opportunities is defined thru several community-based planning processes including, but not limited to, Green Grand Rapids, Grand Rapids Whitewater Plan, Kent County Parks, Trails and Natural Areas Master Plan, GR Forward and River for All.
- Based largely on the power of and support for the community's vision, the Michigan Legislature and Governor Whitmer in March 2022 approved an infrastructure budget including a \$55,000,000 allocation to DGRI to support implementation of this vision for the Grand River Greenway.
- The state funding is intended to help leverage additional public, private and philanthropic investment to deliver an estimated \$175,000,000 in Greenway-related projects in Grand Rapids and Kent County.
- Based on the rules of the infrastructure funding, these projects must be obligated by December 2024 and completed by December 2026.
- DGRI, a Michigan nonprofit corporation, is the management entity responsible for city building and place management in the urban core of the City of Grand Rapids, MI.
- GRI, a Michigan nonprofit corporation, was established to help lead implementation and stewardship of the community's vision for a revitalized river corridor.
- DGRI desires to engage GRI for the purpose of developing a *Priority Plan for Action* to guide Grand River Greenway investment.

III. General Role of Each Party

Both partners agree to perform their partnership responsibilities and decision-making guided by equity, accountability and transparency.

DGRI

- Was awarded \$55,000,000 toward development of the Grand River Greenway. Explicitly stated in State statute, funds will be used to support rehabilitating and expanding the riverfront greenway system in Grand Rapids/Kent County and building new nonmotorized recreational trail to fill the gaps in the riverfront trail system and complete regional connections.
- Will be responsible to the state of Michigan via grant agreement for allocating the funding for specific projects and complying with all state reporting requirements.
- Will work with the City of Grand Rapids, Kent County, GRI and other partners, including in the private sector, as needed to significantly augment state funding to reach an estimated goal of \$175,000,000 to meet priority capital project needs.
- Board may propose candidates to serve on a project technical advisory committee organized and managed by GRI for purposes of developing the *Priority Plan for Action*.
- Will grant GRI use of space for offices and operations during its organizational start-up including some administrative and other support.
- Maintains authority to make all final decisions related to the expenditure of the State-appropriated Greenway funding but will exercise that authority in the spirit of good faith cooperation with GRI.

GRI

- Holds the mission to establish and facilitate a network of community voices and collaborative teams working together to build a world-class *River for All*, which provides the foundation for its partnership with DGRI.
- Will develop and lead a process for defining a *Priority Plan for Action* to guide Grand River Greenway investment. This will include an inventory – comprehensive as practical – of all Greenway-related projects in Grand Rapids and Kent County, a decision-making model to determine capital priorities and recommendations for funding prioritization.
- Will develop a framework for a project technical advisory committee to support this work, including membership and operating guidelines.
- Will recruit committee members whose mission, interests and expertise connect to implementation of the transformative vision for the Grand River corridor.
- Commits to supporting the project technical advisory committee with staff or contract assistance.
- Board advances Greenway funding recommendations – based on project technical advisory committee findings – to DGRI Board of Advisors.
- Will work with the City of Grand Rapids, Kent County, DGRI and other partners, including in the private sector, as needed to significantly augment state funding to reach an estimated goal of \$175,000,000 to meet priority capital project needs.
- Will work with DGRI, the City of Grand Rapids, Kent County and river stakeholders to explore, develop and recommend stewardship strategies for operating and maintaining public river corridor parks, trails, in channel improvements and related public assets to assure high quality operations and maintenance of the facilities for public use.

Greenway Project Technical Advisory Committee

- Advisory body of 9 – 15 members organized to develop a *Priority Plan for Action* to guide Grand River Greenway investment.
- The Committee, with GRI, consultant and partner support, will oversee project discovery, develop funding criteria, review project priorities and make investment recommendations to the Grand River Inc. Board.
- Operates within the framework and goals approved by GRI and DGRI.
- Operates openly and transparently.
- Reports to GRI and provides regular updates to DGRI.

IV. Communications, External and Internal

- The Parties will determine the preferred internal communication strategy, including collaborative efforts with the City of Grand Rapids, Kent County and relevant partners.
- The Parties will determine the preferred external communications strategy, including potentially social media, website(s) and public outreach.
- DGRI and GRI will work together to be accountable to the community through such things as project updates, meetings and other communication.
- GRI's Greenway Project Technical Advisory Committee will meet regularly and keep meeting minutes and records of their review and recommendations.

V. Cooperation, Collaboration and Community Connections

- DGRI and GRI both recognize that their mutual cooperation and collaboration – along with a multitude of other community partners and stakeholders – is essential to successfully implement the vision for the Grand River Greenway.
- Both parties further recognize that extensive community engagement to date has informed the vision for Grand River corridor revitalization, and ongoing two-way communications and outreach remains an essential element of Greenway implementation efforts.
- DGRI agrees to include GRI in planning efforts related to the Grand River corridor.
- DGRI also agrees to promote coordination and collaboration among the Grand Rapids Downtown Development Authority, the Monroe North Tax Increment Finance Authority and DGRI Board of Advisors membership.

VI. Term of Agreement

- Agreement expires January 2025, at which point GRI and DGRI may evaluate purpose, outcomes and extension.

VII. Anticipating Evolving Roles and Responsibilities

- The Parties will convene following the initial Greenway project discovery and evaluation process to further clarify roles, responsibilities and other issues that might emerge thru gaining a deeper understanding of what Greenway implementation requires. Items for further discussion could include but certainly not limited to:
 - Clearly defining leadership and partnership(s) – including in the public, private and philanthropic sectors – necessary to drive execution of priority projects
 - Funding gaps and collaborative strategy to raise needed amounts for specific priority projects

- Levels of performance and execution contingent to providing funding
- Developing and advancing a stewardship framework to support sustainable operations and maintenance of Greenway assets

VIII. Dispute Resolution and Exit Strategy

If unanticipated issues arise with respect to this proposed Agreement or their relationship, DGRI and GRI agree to promptly in good faith discuss them and seek resolution.