

AGENDA

DGRI BOARD OF ADVISORS



Members:

Stephanie Andrews • Monica App • Rick Baker • Shaun Biel • Charles Burke • Jorge Gonzalez • Brian Harris • Mayor David LaGrand • Nikos Monoyios • Doug Small • Eddie Tadlock • Randy Thelen • Al Vanderberg • Mark Washington • Kara Wood • Rick Winn

December 11, 2025 2:00p
29 Pearl Street NW (DGRI Offices)

- | | | |
|--|--------|------------------|
| 1. Call to Order (2:00) | | Harris |
| 2. Approval of September 18, 2025 Minutes (2:01)
(enclosed) | Motion | Harris |
| 3. 2026 Meeting Schedule (2:05)
(enclosed) | Motion | Harris |
| 4. GR Forward 2.0 Consultant and Steering Committee (2:10)
(enclosed) | Motion | Miller |
| 5. 1615 Monroe Avenue Request (2:20)
(enclosed) | Motion | Guy |
| 6. Grand River Greenway Update (2:30) | Motion | Zietse |
| 7. Return to the River MLCC Resolution (2:45)
(enclosed) | Motion | Catcho |
| 8. Art Prize MOU (2:50)
(enclosed) | Motion | Kelly |
| 9. Grand River Greenway Art Plan (3:00) | Info | Van Driel/Zietse |
| 10. President & CEO Report (3:15) | Info | Kelly |
| 11. Board Member Discussion (3:20) | Info | Board |
| 12. Public Comment (3:25) | | |
| 13. Adjournment (3:30) | | |



Board of Advisors Meeting
September 18, 2025

1. Call to Order: The meeting was called to order at 2:00 pm by Chair Brian Harris

Attendance:

Members Present: Stephanie Andrews (arrived after item #2), Rick Baker, Charles Burke, Brian Harris, Mayor David LaGrand, Nikos Monoyios, Doug Small, Monica Steimle-App, Eddie Tadlock, Al Vanderberg, Kara Wood, Rick Winn (arrived after item #2)

Members Absent: Shaun Biel, Jorge Gonzalez, Randy Thelen, City Manager Mark Washington

Others Present: Amy Snow-Buckner (Sabo PR), Tim Kelly (President & CEO), Jessica Wood (Legal Counsel), Lauren Suidgeest (Recording Secretary), Mark Miller and Andy Guy (DGRI Staff)

2. Approve of Meeting Minutes

Motion: Member Steimle-App, supported by Member Wood, moved to approve meeting minutes from June 26, 2025. The motion carried unanimously.

3. 2026 Key Performance Indicators

Kelly presented a brief overview on DGRI's progress and next steps in measuring performance and aligning efforts with key priorities, particularly as they relate to updating the GR Forward plan. Emphasis was placed on ensuring that the right metrics are being tracked—those that truly reflect impact and outcomes.

Mayor LaGrand raised points regarding cycling and transportation and added that measuring this data would be useful. He also suggested increased tracking of public space activation, riverfront engagement, and foot traffic. He also expressed interest in the Ambassadors moving toward a more formal public safety role.

Kelly noted that Downtown is experiencing a peak period of investment, highlighted by the amphitheater and soccer stadium projects. He explained that increases in property tax values have helped support additional investments in public spaces.

Ongoing efforts with the Ambassador program were highlighted, alongside observations of a slight decrease in visitor pedestrian counts since 2019. Downtown remains 11% behind pre-pandemic worker levels, presenting a continued challenge. 95% housing occupancy was highlighted. Additionally, the DID is approaching its renewal period and planning is underway for a new 3–5 year term. The DASH contract is also up for renewal.

Member Baker inquired about how data is being captured, Kelly noted that Placer.ai is the key tool used.

Chair Harris requested a motion to approve the proposed indicator framework, recommending it be used as a foundation for the upcoming strategic planning process. He emphasized the broad scope of the Board's current work and expressed pride in the organization's reach and level of community engagement.

Motion: Member Burke, supported by Member Vanderberg, moved to approve the FY2026 Performance Measures, Key Projects and Leadership and Advocacy Agenda. The motion carried unanimously.

4. 1615 Monroe Avenue Request

Guy presented details on the framework for a deal with the City regarding the 1615 Monroe Avenue property. He noted that the Leonard to Ann trail segment is a critical priority, as it represents the last remaining missing section connecting Downtown to Riverside Park. The 1615 property is crucial to this segment.

Discussions with the previous property owner about accommodating trail construction revealed that DGRI purchasing the property was the most effective solution to facilitate the project. The purchase took place at the end of 2024 and DGRI staff has been working with the City to transfer the trail property so construction can begin.

The agreement with the City is structured as a permanent easement, ensuring the property will always serve as a trail. However, Guy explained that it is cleaner to finalize the arrangement through a sale agreement.

The terms include a price of \$408,590 (\$65 PSF), with title work covered by DGRI, survey work by the City, and environmental analysis by DGRI.

Construction access is anticipated to begin November 15, 2025, with a temporary granting fee of \$3,387. Guy added that the City will need to bring the sale forward for Commission approval.

Member Winn inquired about the impact the easement would have on the building's loading dock. Guy noted that the trail will take up a significant portion of the property's loading area, resulting in the building no longer being able to receive semi-truck deliveries. Boxcar shipments may still be possible, semis would need to unload by hand or from the street, creating challenges for tenants.

Member Winn also raised the issue of resale ability due to the impacts on the site. Guy acknowledged resale could be affected but noted that property values are rising and the trail itself will add long-term value.

Chair Harris commented that the building does not hold much value due to its chopped-up layout, making the land itself more valuable. He also asked whether tenants were being informed. Guy confirmed that tenants are aware of both trail construction and loading dock changes and that communication will continue throughout the process.

Chair Harris noted that tenant revenue was intended to offset costs, and Guy confirmed the property remains in the black due to rent revenue.

Member Winn asked if an RFP for construction would be issued after the sale is settled and Kelly confirmed.

Member Winn also asked for clarification about how much of the selling price would go toward paying down the property loan. Guy answered that 80% of the sale proceeds will go directly to the lender.

Motion: Member Winn, supported by Member Wood, Authorize the President/CEO or his designee to 1) present the proposed Terms for consideration by the Lender(s) and, if agreeable, 2) enter into the Term Sheet agreement between Downtown Grand Rapids Inc. and the City of Grand Rapids. Motion carried unanimously, with Mayor LaGrand abstaining.

5. Grand River Greenway Update

Guy provided an update on the Grand River Greenway grant priority plan. He noted that approximately \$1.1 million is currently unallocated, which is anticipated to be utilized for one of the listed projects. Some projects are still waiting to go out to bid and may require the allocated funds. Guy also provided status updates on each of the eight projects and the O&M Plan for Action in the priority plan and a summary of the funding drawdown.

Chair Harris asked what would happen if funds were not spent by the end of 2026 deadline. Guy responded that plans B and C are being considered and that the team will have a clearer understanding of the status of projects with outstanding questions in the coming months.

Chair Harris also asked whether the mussel issue discovered at Knapp Street Bridge is similar to the in-channel challenges faced with Whitewater, and Guy confirmed that it is.

Chair Harris inquired about the relationship between the Oxford Trail project and projects further south, asking whether they are being addressed in sequential order. Guy explained that the goal is to leverage momentum from the Oxford Trail to continue progress south, even if only incrementally. He noted that Zietse and Peacock are both part of the staff team guiding the project and that significant work remains on the Plaster and Silver Creek segments.

Harris added that he wants to encourage staff to remain attentive to important opportunities south of Oxford.

Member Monoyios asked for confirmation that the unallocated \$1.1 million could be used on any of the projects as needed and Guy affirmed.

Member Monoyios asked whether any of the projects going out for bid would include a guaranteed maximum price. Miller explained that they would not, since the projects will be competitively bid rather than managed through a construction manager.

6. East Riverfront MOU

Guy explained that DGRI is requesting to reallocate grant funds received from The Right Place originally planned for Van Andel Alley phase 2. Due to complications, it was determined that the project would not meet the expenditure deadline.

Bids were recently received for the East Riverfront project, and conversations with the City and The Right Place explored shifting the grant dollars to East Riverfront project to help close a funding gap identified in the bid. Guy noted that DGRI is seeking to enter into an MOU with the City to allocate these grant funds to the riverfront project.

Member Winn asked about the plan to fund the alley. Kelly responded that it is still to be determined, noting that the DDA has funds set aside and that a redesign is underway for the alley.

Motion: Member Winn, supported by Member Vanderberg, moved to authorize the President/CEO to execute a Memorandum of Understanding with the City of Grand Rapids for RAP grant funding towards the East Riverfront project. The motion carried unanimously.

7. Public Relations Agreement

Guy presented on the importance of developing a more unified and strategic approach to communications regarding the greenway to reduce confusion and improve public understanding.

There has been notable inconsistency and misinterpretation in media coverage, highlighting the need for a more intentional and coordinated messaging strategy. To that end, Sabo PR is being engaged to lead communications efforts. The firm is recognized for its strong relationships with local government entities and its effectiveness in securing and managing media coverage.

The messaging around the Greenway is already becoming clearer to the public, and the goal is to build on that momentum with well-executed groundbreakings, ribbon cuttings, and broader public awareness initiatives.

Member Burke asked about the terms of the Sabo PR engagement, Guy confirmed that the contract is structured on an annual basis.

Chair Harris noted that a detailed presentation by Sabo PR was delivered during a recent Grand River Network meeting, where the Board expressed strong support. He emphasized that this communications strategy has been thoroughly vetted and is being brought forward in coordination with Grand River Network staff.

Motion: Member Burke, supported by Member Small, moved to authorize the President/CEO or his designee to execute a contract with Sabo PR for an amount not-to-exceed \$40,000 per year for public relations services in support of Grand River Greenway activities. The motion carried unanimously.

8. GR Forward 2.0

Kelly gave an update on the GR Forward plan update process. Following the release of an RFQ in July, the team received 14 proposals from prospective firms. A selection committee will be assembled to review and evaluate the submissions.

Board members were invited to help read through the proposals and assist in thinking through the proposed schedule, which anticipates a 10–12-month timeline. The goal is to have a working draft of the updated plan by this time next year.

It was clarified that this effort is not a new plan but an update to the existing GR Forward framework. The process will move from the review committee to the steering committee, with multiple opportunities for Board input throughout.

While no decisions have been finalized yet, Board members were assured they will continue to be engaged and kept informed as the work progresses.

9. President & CEO Report

Kelly gave the following updates:

- The GR Chamber is partnering with the City of Grand Rapids to conduct a Business Impact Survey of the DASH.

UNAPPROVED MINUTES

Mayor LaGrand noted that messaging around transit has traditionally been job-focused. He pointed out that none of The Rapid's survey questions addressed housing or how transit impacts livability downtown. As conversations shift more toward housing, he emphasized the importance of ensuring survey questions reflect that focus.

Member Baker clarified that the current survey is directed specifically to businesses. LaGrand acknowledged this but reiterated the need to connect transit back to housing whenever possible. Member Winn added that there could also be a residential survey for the DASH.

- The DDA approved new Downtown housing projects, including one near South Division and the conversion of half of the Ledyard Building into residential units.
- A groundbreaking was held for the East Riverfront project.
- A save-the-date has been announced for the Oxford Trail groundbreaking.
- The Lyon Square Celebration will take place on Thursday, October 2, 2025, from 4:30–5:30 PM.
- Relax at Rosa has wrapped up for the season, with kudos given to the Events and Activation crew.
- Return to the River was a huge success this year, and a report on statistics will be provided soon.
- ArtPrize has officially opened, and everyone is encouraged to attend and enjoy.

10. Board Member Discussion

Member Tadlock shared that Lyon Square will serve as an ArtPrize venue.

11. Public Comment

Scott Atchinson shared that he recently met with Melvin Eledge and expressed his thanks. He noted that he learned DGRI is creating a visitor website and shared suggestions regarding the information resource. He also expressed the need for an information booth Downtown. Finally, he remarked that the new soccer team should be named the "Grand Kent Kickers."

12. Adjournment

The meeting adjourned at 3:03 pm.

Minutes taken by:
Lauren Suidgeest
Recording Secretary

**Communication for
The Downtown Grand Rapids Inc. Meeting on 09/18/2025
Copy to: Board Members and Staff**

This card will show you how to access the best downtown information of what is open today. You will be able to see all restaurants and bars open downtown today. We have the best local information. The DDA and CVB create real time daily data that changes daily.

What are the restaurants in walking distance?

We have an hour before we go to the airport. Let me grab my cell phone. This is great! Better than any other city! Look, links!

✂ ✂ ✂ ✂ ✂ ✂ ✂ ✂ ✂ ✂ ✂ ✂ ✂ ✂ ✂ ✂
Michigan Flashcard - Scott Atchison
PO Box 1235
Grand Rapids, MI 49501
NativeGR@gmail.com 616-293-9056

The DDA/DID/DGRI are going **slowly in the right** direction.

A new direction is needed when it comes to the importance of great daily information and communication.

A real-time daily news letter via a QR code.

How to create the QR Code System for a more real-time information system for downtown Grand Rapids.

2 staff members of the DDA and 2 staff members of the CVB should create the "Master Database" of everything downtown in an Microsoft Excel spreadsheet in less than a week.

The "Master Database" is when everything is open. After the "Master Database" is created, it should only take a few hours to edit/modify the database daily for the next day. This easy task of creating a "Master Database" is the start of the QR code information system for downtown Grand Rapids.

No Silicon Valley or Consultants should be needed.

If the CVB and DDA staff can not create a daily information system for downtown Grand Rapids, there should be new leadership immediately.

Scan this Card



Hotel Concierge

In addition, this scan will show you the shopping, movie theater, museums,

I am a Downtown Ambassador. Here is the information card.

I guess there is no information center downtown according to this map.

Very Strange

Good for the city, good for the county & good for the state.

Inside the GRAM is/was not the best location!

Suggested Name of Information Center



Great for "DeVos Place" and "Van Andel Arena"

April 2025

Downtown Grand Rapids, MI



Owner of Record:
City of Grand Rapids

Daily Menu Matrix to show what restaurants & bars are open (that day), when they close with daily food specials.

Would you like to view printed menus or the scan version for electronic viewing. Here is what is open now.

We are here visiting our daughter who goes to **GVSU**.

We are looking for restaurant information.



B M A
Bissell - Meijer - Amway
Directions & Information

Welcome to Grand Rapids

Visitor's Special Event Information Inside

Center Hours of Operation

Take the DASH bus or it is a 10 minute walk.

Yes. Here is the "daily" list that shows what is open and when it closes.

What are the hours of operation for the **museums & movie theater**?

Which bus should we take? How do we rent?

The **DDA** funds the construction of the facility and the **CVB/DGRI** runs it every day of the year with a new contract.

Verbal, printed, written and electronic information!

Providing BETTER local information than the internet/GPS/smartphone.

Scott Atchison
616-293-9056 NativeGR@gmail.com

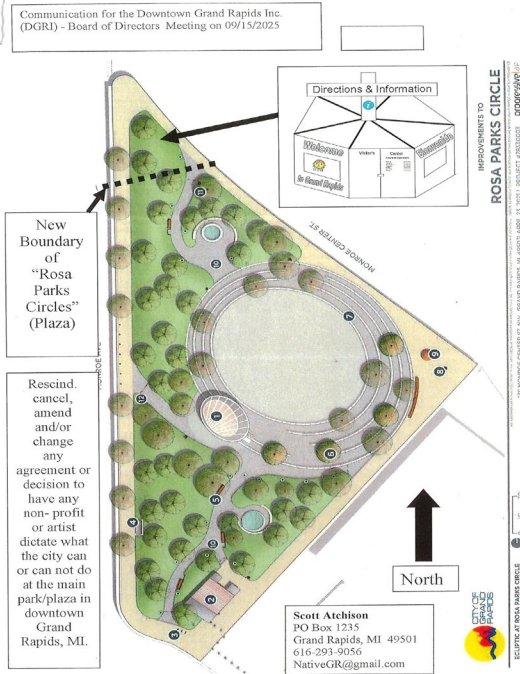
Web pages are not enough!

Open everyday of the year at the corner of Pearl & Monroe.

Unique to Grand Rapids, MI

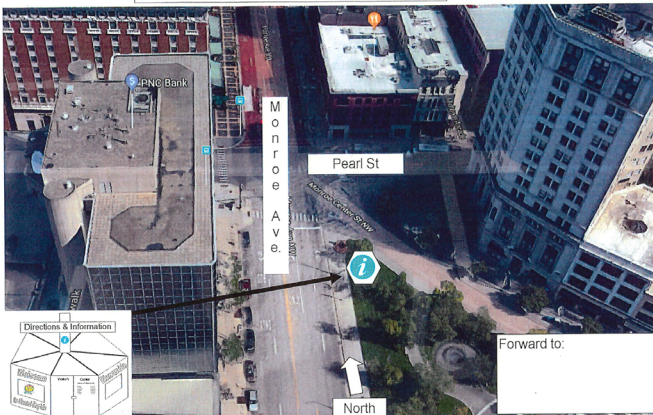


DGRI Board of Advisors & Staff 09/18/2025



Scott Atchison
PO Box 1235
Grand Rapids, MI 49501
616-293-9056
NativeGR@gmail.com

The best location for an information center/kiosk in downtown Grand Rapids, MI. City of Grand Rapids property - "city park" - Rosa Parks Circle Plaza



Location, location, location,

USPS please deliver to:

The **DDA** funds the construction of the facility and the **CVB/DGRI** runs it every day of the year with a new contract.

Open everyday of the year at the corner of Pearl & Monroe.

Other Side

Good for the city,
good for the county &
good for the state.

Daily Menu Matrix (DMM)
to show what restaurants & bars are open (that day), when they open/close with daily food specials with **address, phone number & website** linked on devices with **HTML**.
The DMM changes daily

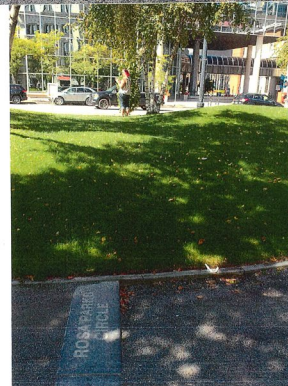
If you are not open that day, you are not on the DMM.

Communication for the Downtown Grand Rapids Inc. (DGRI) Board of Directors



Why would anyone want to hide an information center inside another building?

The best information 1 mile or less from this location.





DOWNTOWN
GRAND RAPIDS INC.

Downtown Grand Rapids Inc.
Board of Advisors
2:00pm – 3:30pm

2026 Meeting Schedule

January 15
March 19
June 18
September 17
November 19
December 17th

DGRI Office
29 Pearl St. NW, Suite 1
Grand Rapids, MI 49503

Please contact Downtown Grand Rapids, Inc. at
616-719-4610 if you have any questions prior to the meeting.



MEMORANDUM

DATE: December 8, 2025

TO: DGRI Board of Advisors

FROM: Mark Miller
Managing Director of Planning & Design

SUBJECT: Item #4 - GR Forward Update Consultant Recommendation

Considering the significant progress made to implement the 2015 GR Forward Downtown Plan's recommendations over the last decade, DGRI is undertaking a plan update. The intent of this update is focused on revisiting the existing Plan's principles and strategies with a focus on understanding current trends/headwinds and supporting continued implementation and success in the next 10 years to continue to build a welcoming and prosperous urban core.

To this end DGRI issued a Request for Qualifications (RFQ) for professional services in late July 2025 and received 14 submissions in response. A 7-member review committee that included representatives of the DDA, MNTIFA, DID, and DGRI boards reviewed and scored the submissions, and three teams were shortlisted for interviews. On November 21, the review committee conducted virtual interviews with the three teams and selected Interface Studio as the preferred consultant. Interface was a unanimous choice due to:

- Thorough understanding of DGRI and Downtown Grand Rapids (they were the original plan author).
- Strongest and most flexible engagement approach.
- Emphasis on evolving and strengthening Downtown stakeholders.
- Depth of experience and success in similar downtown work.
- Strength, completeness and relevance of overall team.

DGRI has initiated a scope and fee discussion with Interface and will continue that discussion and refinement in the coming weeks. A preliminary project approach from Interface's original RFQ submission is attached. It is anticipated that the scope and fee will be more clearly outlined by the end of the year and that Interface and team will begin work on the project at the beginning of 2026.

The DDA and MNTIFA will consider authorization of initial funding for this effort on December 10, 2025. Once the scope and fee are finalized, a further request is expected to come to the DDA at either its January or February 2026 meeting to fulfill the full expected amount for professional services.

TECHNICAL PROPOSAL:

APPROACH

The progress in downtown Grand Rapids is undeniable, new housing, a grocery store(!) and creative investments to grow downtown's economy is an excellent legacy to build upon. DGRI and the work in downtown Grand Rapids is now a best practice to which other cities aspire.

But even the strongest downtowns have much to grapple with and address since the pandemic. Grand Rapids has not suffered the way other, more corporate driven cities have yet the landscape has still changed and new tools and strategies are needed to expand the momentum of GR Forward. Downtown's success has also created a new challenge—a generation of young professionals, recent graduates, and emerging leaders who weren't part of the original GR Forward process but are now the daily users, residents, and economic drivers of downtown.

As documented in the Grand Rapids Bridge to the Future plan as well as the 2025-2030 Kent County Housing Needs Assessment documents a housing shortage of over 30,000 units. While the housing shortage is not downtown's problem to solve, downtown plays a major role and continued focus on bringing housing opportunities to downtown for all families is critical.

DGRI's Downtown Vitals Report for 2025 illustrates an increase in retail storefront vacancy which mirrors a national trend. Michael Berne's retail assessment from 2021 shows there are still promising opportunities to capitalize upon. However, we need to be strategic and proactive with new tools to stimulate retail and restaurant growth particularly for those homegrown in GR.

Downtown public space has taken a major step forward with new parks and activities as well as continued focus along the Grand River. With new major investments including Amway Stadium coming soon, keeping a focus on Downtown's streets, walkability and plazas and natural environment remains critical to ensure that downtown continues to offer a one-of-a-kind experience. We recognize that around mobility, there are partners active in coordinating and planning for improvements to downtown transit. Our role is to fold that ongoing work into this update.

To meet your objectives for this work, as a team, we will:

DO OUR HOMEWORK

We take very seriously our responsibility to read, research, and understand the planning that has happened in the past decade and how the outcomes of these other initiatives impact downtown. In addition, major investments are coming soon that need attention to help them thrive and support downtown businesses. Our goal is to build on this work, engage differently, and uncover and celebrate the stories that connect people to downtown, including the stories of those who've made downtown home since 2015.

DATA!

A driving force behind both DGRI and GR Forward, and indeed all of our work, is to lead and inspire with data. Facts on the ground help us understand change and frame important conversations with the public. Our approach will develop an initial data book (a simple summary deck of slides) that will summarize the changes in downtown as well as the potential opportunities for change in the near future. As always, data only tells a story if we bring it to life graphically which is central to who we are as a practice.

CONNECT, CONNECT, CONNECT

If there is one theme that applies to every downtown in which we have worked it is to connect. As people increasingly see downtowns not just as business centers but also as neighborhoods—and as places to visit with family and friends—the need to create walkable, connected places is essential. What happens at street level drives the economy, and too many gaps in activity takes a major toll on downtown economies. Developing safe, comfortable connections between downtown and surrounding neighborhoods is also essential, so that residents can benefit from and enjoy new amenities and investments in downtown.

EDUCATE

Integral to Interface Studio's mission is to graphically communicate how downtowns work which can often feel opaque and confusing for the general public. In order to have meaningful engagement, we have to ensure that

everyone understands what is at stake and the trade-offs of different decisions. Our processes are experiential and our materials are colorful and direct. Imagine pop-up workshops where residents of all ages can feel safe and inspired to participate, as well as public realm prompts that could include before/after reveal stations to help participants understand downtown's transformation.

Critical to this exercise is to work with All Together to clearly communicate the progress since the 1st GR Forward. What has been working, what strategies are not yet implemented and are those strategies relevant today? Finally, what's missing in light of today's needs? These questions will jumpstart our conversations to tell the story of downtown yesterday (then), today (wow!), and into the next decade (let's get bolder!). At the core of this work is to connect and collaborate closely with the leaders, funders and key voices that push ideas forward. The result? A plan that builds on downtown's proven ability to implement bold ideas while positioning the next generation as leaders, investors, and implementers of an even bolder future.

CREATE A DOWNTOWN INVESTMENT GUIDE AND MEASURE THE PROGRESS

The downtown plan should define an action-oriented means of guiding investment by public and private organizations to meet local goals. This effort will identify key opportunities to expand downtown as a neighborhood with more housing, where to strategically focus retail (retail can't go everywhere) and how to manage transportation needs like parking to best support a connected and vibrant downtown. Policy changes to help achieve downtown land use and development strategies will also be included. As a part of this process our team will:

- Develop a programmatic toolkit to determine the factors that can shape and alter development from mixed-income housing and space reserved for locally-owned retail to parking requirements and other factors.
- Identify assembly strategies as necessary to enable specific development opportunities.
- Develop clear development expectations, illustrations and guidelines for future investment across downtown.
- Evaluate the mix of employers both current and potential and what unique needs they may have in

terms of space, land and proximity to other assets.

- Create streetscape designs to connect downtown destinations and improve mobility and safety for all modes of travel emphasizing multimodal opportunities, safe crossings, traffic calming, clear signage, and LED lighting.
- Develop parking strategies that balance access for residents and workers, support economic development, and contribute to a vibrant, active downtown.
- Identify opportunities for new and/or expanded park space, as appropriate, and locations for creative and public space and storefront activation.
- Identify strategies to uncover and celebrate the unique arts, music, sports, food culture, history, and culture of downtown through marketing and events.

DEVELOP AN DOWNTOWN OPERATIONS MANUAL

Critical to achieving the goals of the next downtown plan will be to ensure that there is sufficient place-management capacity to help execute and manage the new strategy. What's next for downtown Grand Rapids also means what's next for downtown management, and is the capacity there to achieve a bolder, more ambitious plan. The team will:

- Review current operations/scope across all of DGRI including levels of activity, staffing across functions, budget levels, synergy identification.
- Interview stakeholders regarding the current state of downtown management from an operating perspective to identify concerns, opportunities, priorities, and "scope creep".
- Work with DGRI to develop a series of metrics such as geographic coverage area, downtown activity levels (e.g. visitors, residents/workers, events), and development density to allow performance and operational benchmarking for key program areas against 3 to 5 similar best practice organizations.
- Evaluate the proposed activities, programs, and initiatives in the new plan, and map anticipated resource requirements to manage their development and implementation.
- Create a "business model" to fund and operate the next generation downtown management.



MEMORANDUM

DATE: December 4, 2025

TO: DGRI Board of Advisors

FROM: Andy Guy, COO

SUBJECT: Item #5– 1615 Monroe Avenue Request

This memo requests authorization for the President/CEO to finalize the sale of property to the City of Grand Rapids and clear the way for construction of a permanent nonmotorized trail segment that helps close a critical gap in the Grand River Greenway Trail.

The Board in September 2025 authorized the President/CEO to enter a Term Sheet and proceed with organizing a sale of a portion of the property at 1615 Monroe Avenue NW to support riverfront trail construction from Leonard to Ann Streets north of Downtown.

Since that time, City Commission acted to approve the purchase agreement and authorized the Mayor and City staff to accept the deed, make payment to DGRI and otherwise complete the purchase of the 'trail real estate.' City Commission also authorized the budget expenditure.

Now City and DGRI staff are finalizing all supporting documentation and the next major step is to proceed to closing.

RECOMMENDATION:

Approve the attached resolution, authorizing the President/CEO to:

- Execute a purchase and sale agreement with the City,
- File an application for land division, legally separating the 'trail real estate' from the parent property,
- Accept funds from closing and settle financial obligations related to the sale of the property, and
- Execute the deed and any other necessary documentation to complete the transaction on behalf of DGRI.

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

Resolution No. 2025 - ____

**RESOLUTION AUTHORIZING THE EXECUTION OF A PURCHASE AGREEMENT
FOR TRAIL PORTION OF 1615 MONROE, THE COMPLETION AND FILING OF A
LAND DIVISION APPLICATION, THE EXECUTION OF DEED AND ALL RELATED
DOCUMENTS TO COMPLETE THE TRANSACTION WITH THE CITY OF GRAND
RAPIDS RELATING TO CONSTRUCTION OF PERMANENT NONMOTORIZED
TRAIL SEGMENT IN GRAND RIVER GREENWAY TRAIL**

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

WHEREAS, Downtown Grand Rapids, Inc. (“DGRI”) acquired property at 1615 Monroe Ave NW in the City of Grand Rapids (the “City”) in order to support the construction of a permanent nonmotorized trail segment and to close a critical gap from Leonard to Ann Streets in the Grand River Greenway Trail project; and

WHEREAS, establishing this trail segment is a key public goal prioritized in several community plans including River for All, GR Forward, and the Bicycle Action Plan; and

WHEREAS, closing the Leonard-Ann gap is especially important for nonmotorized connectivity to/from Downtown as the soon-to-be-constructed segment will link Downtown north of Leonard St. to the Creston neighborhood, Riverside Park, the statewide White Pine trail, and east to the coming Greenway trail extension through Plainfield, to Ada and eventually Lowell, Michigan; and

WHEREAS, following this Board’s authorization in September of 2025, DGRI staff collaborated with the City to develop the real estate exhibits that underpin the sale of a portion of the

property at 1615 Monroe and defined short-term construction activities necessary to build the trail across the property; and

WHEREAS, the Grand Rapids City Commission in October 2025 authorized this transaction;
and

WHEREAS, now the parties wish to move forward with a purchase and sale.

NOW THEREFORE BE IT RESOLVED:

1. That DGRI Board hereby authorizes its President and CEO to (a) finalize the terms of, and execute, a purchase and sale agreement with the City for a portion of property located at 1615 Monroe Ave. NW, to (b) complete and file a land division application, (c) accept funds and satisfy DGRI's financial obligations incurred in connection with the sale of the property, and (d) execute the deed and any necessary documentation related to the transaction on behalf of DGRI.
2. That all resolutions or parts of resolutions in conflict herewith shall be, and the same are, hereby rescinded.

YEAS: Boardmembers _____

NAYS: Boardmembers _____

ABSTAIN: Boardmembers _____

ABSENT: Boardmembers _____

RESOLUTION DECLARED ADOPTED.

Dated: _____, 2025

Recording Secretary (Print Name)

CERTIFICATION

I, the undersigned duly qualified and acting Recording Secretary of Downtown Grand Rapids, Inc. (the “DGRI”), do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Advisors of DGRI, at a meeting held on March 20, 2025, 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: _____, 2025

Recording Secretary



MEMORANDUM

DATE: December 11, 2025

TO: DGRI Board of Advisors

FROM: Tim Kelly
President & CEO

SUBJECT: **Item #07 - MLCC Resolution Approval**

In July 2022, Downtown Grand Rapids Inc. (DGRI) officially became a 501c3. Per Michigan Liquor Control Commission (MLCC) policy, qualified non-profit entities are given the opportunity to apply for up to 12 Special License permits a year to sell and serve liquor products at special events.

For 2025, the Board approved a resolution for the Silent Disco event which was held as part of World of Winter 2025. They also approved licenses to be used as part of Art Prize 2025.

For 2026, staff is also requesting approval to submit for a license to be used at the Silent Disco during World of Winter. This is our third year applying for a liquor license for this event to raise money for DGRI's 501c3. We will be partnering with Alliance Beverage to provide the product we sell at the event. The Silent Disco is one of our most highly attended events throughout the festival and is anticipated by the public every year.

If approved the attached resolution and application will be submitted to the MLCC for consideration. Concurrently, the Art Prize team will develop a management plan to ensure proper protocols are followed on event dates. Staff will compile data from the event and provide a report to the Board at a future meeting.

Recommendation: Approve the resolution authorizing the submittal of the Special License Application to the MLCC.



Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Constitution Hall - 525 W. Allegan, Lansing, MI 48933
Mailing Address: P.O. Box 30005, Lansing, MI 48909
Toll-Free: 866-813-0011 - www.michigan.gov/lcc

Business ID: _____
Request ID: _____
(For MLCC Use Only)

Certified Resolution of the Membership or Board of Directors Authorizing the Application for Special License

(Required under Administrative Rule R 436.576 - Not Required for Candidate Committee)

At a ☐ Regular ☐ Special meeting of the ☐ Membership ☐ Board of Directors

called to order by _____ on _____ at _____
(Date) (Time)

the following resolution was offered:

Moved by _____ and supported by _____

that the application from _____
(Name of Organization)

for a Special License to serve alcohol on _____
(Event Date or Dates)

to be located at _____
(Physical Address - Include Location Name, Street Address, City, State, & Zip Code)

It is the consensus of this body that the application be _____ for issuance.
(Recommended or Not Recommended)

Approval Vote Tally

Yeas: _____

Nays: _____

Absent: _____

Certification by Authorized Officer of Organization:

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the

☐ Membership ☐ Board of Directors at a ☐ Regular ☐ Special meeting held on _____
(Date)

Print Name & Title of Authorized Officer

Signature of Authorized Officer

Date



MEMORANDUM

DATE: December 11, 2025

TO: DGRI Board of Advisors

FROM: Tim Kelly, AICP
DGRI President & CEO

SUBJECT: Item #8 – Art Prize Memorandum Of Understanding

Goal 5 of GR Forward established the priority to “Expand arts and cultural events and temporary programming to further activate the public realm year-round” (pg. 268). It goes on to say “Downtown events are essential in creating a great place and level of activity that compel residents to live and visitors to hang out Downtown. They are also a great opportunity to introduce potential residents to the lifestyle, cultural vibrancy and entertainment Downtown Grand Rapids has to offer” (pg. 270).

Given these priorities, when ArtPrize decided to cease operations in October 2022 DGRI was asked to play an integral role in transitioning operations and join a community partnership along with Ferris State University (Ferris) and the City of Grand Rapids (City) (collectively with DGRI the “Partners” or “Partnership”). That Partnership was memorialized in a Memorandum of Understanding which took effect on January 1, 2023 and was amended in June 2024. The Partnership has allowed delivery of three additional Art Prize events, including the most recent iteration which concluded on October 4, 2025.

The term of the initial MOU expires on December 31, 2025. While there were expectations that Art Prize as an organization would be independent by that time, that is not the case and there is a desire to extend the MOU for an additional term. As proposed, that extension will run until June 30, 2027 and will allow for the completion of an ongoing strategic plan and the delivery of Art Prize 2026. While the MOU does provide options for extension beyond the initial term if the partners agree, the expectation remains that a new entity will be established in time for Art Prize 2027. That expectation is memorialized in the updated document.

All other terms of the original MOU and the 2024 Amendment remain in place. A draft of the revised MOU is attached for your review and has been reviewed by both DGRI legal counsel and the Executive Committee. If approved it will go to the Grand Rapids City Commission on December 16, 2025 to affirm the City’s participation.

RECOMMENDATION:

Authorize the President and CEO to execute an extension of the MOU with the ArtPrize 2.0 Partners.

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

Resolution No. 2025 - ____

**RESOLUTION AUTHORIZING RESTATED AND AMENDED MEMORANDUM OF
UNDERSTANDING RELATED TO ARTPRIZE**

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

WHEREAS, Downtown Grand Rapids, Inc. (“DGRI”) entered into a Memorandum of Understanding with the City of Grand Rapids (the “City”), and Ferris State University’s Kendall College of Art and Design (“KCAD”) on April 27, 2023, (the “2023 MOU”), in order to collaborate and support “ArtPrize” as an ongoing organization and international art competition event in the City; and

WHEREAS, DGRI is also serving as the overarching nonprofit organization tasked with overseeing and employing certain ArtPrize staff, and upholding the responsibilities related to intellectual property ownership; and

WHEREAS, the parties recognize that a continual commitment is required in order to secure underwriting from community organizations, philanthropic entities and corporate sponsors to continue the production of ArtPrize as an event moving forward; and

WHEREAS, the 2023 MOU included opportunity for the continuance of the term in up to three-year increments or as otherwise agreed to by the parties; and

WHEREAS, the parties wish to modify and clarify the ArtPrize governance committee composition, to specifically address funding roles and responsibilities going forward, and to enter a

Restated and Amended Memorandum of Understanding to reflect these new terms through June 30, 2027.

NOW THEREFORE BE IT RESOLVED:

1. That DGRI Board hereby authorizes its President and CEO to finalize the terms of, and execute, the Restated and Amended Memorandum of Understanding relating to ArtPrize in substantially the form attached, with changes approved by the President and CEO and approved as to form by legal counsel.
2. That all resolutions or parts of resolutions in conflict herewith shall be, and the same are, hereby rescinded.

YEAS: Boardmembers _____

NAYS: Boardmembers _____

ABSTAIN: Boardmembers _____

ABSENT: Boardmembers _____

RESOLUTION DECLARED ADOPTED.

Dated: _____, 2025

Recording Secretary (Print Name)

CERTIFICATION

I, the undersigned duly qualified and acting Recording Secretary of Downtown Grand Rapids, Inc. (the “DGRI”), do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Advisors of DGRI, at a meeting held on December _____, 2025, 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: _____, 2025

Recording Secretary (Print Name)

ARTPRIZE 2.0

**RESTATED AND AMENDED MEMORANDUM OF UNDERSTANDING
BETWEEN DOWNTOWN GRAND RAPIDS, INC., THE CITY OF GRAND
RAPIDS, AND FERRIS STATE UNIVERSITY , RELATING TO ARTPRIZE
EVENTS AND CONTESTS AND RELATED RIGHTS AND RESPONSIBILITIES**

This Restated ArtPrize 2.0 Memorandum of Understanding (the “MOU”) is made as of _____, by and between Ferris State University, a constitutional body corporate state university organized under the laws of the State of Michigan (“FSU”), with offices at 17 Fountain Street N.W., Grand Rapids, Michigan 49503, the CITY OF GRAND RAPIDS, a Michigan municipal corporation (the “City”) located at 300 Monroe Avenue, N.W., Grand Rapids, Michigan 49503, and DOWNTOWN GRAND RAPIDS, INC., a Michigan nonprofit corporation created pursuant to the Nonprofit Corporation Act of Michigan, Act 162 of the Public Acts of Michigan of 1982, as amended (“Act 162”), (“DGRI”), with offices located at 29 Pearl Street, N.W., Grand Rapids, Michigan 49503 (FSU, the City and DGRI are individually referred to herein as a “Party” and collectively the “Parties”).

The Parties hereby amend and restate the Memorandum of Understanding originally executed on April 27, 2023 in its entirety. This Restated Memorandum of Understanding shall be deemed to supersede and replace the prior agreement, incorporating all amendments, clarifications, and new provisions agreed upon by the Parties as of the Effective Date.

RECITALS

1. The founders of ArtPrize have held 13 events since the groundbreaking public art forum was launched in 2009 and have awarded more than \$6,000,000 to artists through a combination of public votes, juried awards, and grants (these activities are collectively described hereafter as “ArtPrize”). Millions of people across the globe have participated in ArtPrize in some fashion.
2. The founding ArtPrize organization (“AP 1.0”) has determined to cease operations and launch a new phase by making a catalytic gift of its creative, technological, and communications platforms to a community partnership for a new experiment that will build upon the legacy of the international art competition, effectively “ArtPrize 2.0.” (“AP 2.0”)
3. DGRI and AP 1.0 entered into a separate but related agreement in which AP 1.0 gifted and assigned the ArtPrize related intellectual property rights and responsibilities to DGRI (the “IP Agreement”);
4. DGRI is also being asked to serve as the overarching nonprofit organization tasked with overseeing and employing certain AP 2.0 staff, managing AP 2.0 contributions, and donations, and upholding the responsibilities related to intellectual property ownership;
5. The Parties have agreed to collectively lead and support this new endeavor and wish to enter into this MOU to sustain, evolve and move this nationally distinctive community event to scale as ArtPrize 2.0;

6. The Parties recognize that ArtPrize 2.0 has seen strong progress and expansion of its programming, the deliberate economic and social impact on the community as a whole, and an intentional drive to the objectives of the Parties in 2023, 2024, and 2025;
7. It is understood that ArtPrize 2.0 is currently going through a strategic planning process, the completion and outcome of which will define the future governance and organizational composition moving forward once completed;
8. The Parties do recognize that a continual commitment is required in order to secure underwriting from community organizations, philanthropic entities, and corporate sponsors in order to continue the production of ArtPrize as an event moving forward;
9. The original MOU included opportunity for the continuance of the Term in three-year increments.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Parties agree to proceed as follows:

Section 1. Governance. DGRI shall serve as the overarching nonprofit entity for purposes of planning and day-to-day implementation related to AP 2.0. The DGRI Board of Directors (the “Board”), in accordance with its authorizing statute, Articles of Incorporation, and Bylaws, as may be amended, shall appoint a specifically designated committee established solely for the purpose of developing strategic planning, policy, budget, and implementation recommendations to the Board relating to all aspects of AP 2.0 funding and implementation as well as to engage in fundraising (this committee referenced hereafter as “AP2C”).

For purposes of AP2C governance actions in this Section 1, the Board has delegated authority to act to the President of DGRI (“DGRI President”). AP2C shall consist of thirteen (13) members, and shall be composed of 2 members representing DGRI, 2 members representing the City, 1 member representing Kent County as determined by the Kent County Administrator, 2 members representing FSU determined by the President of Ferris State University, and 6 at-large members. Appointees of DGRI, FSU and the City shall serve without term limits. Terms shall be for a 3-year period for the 6 at-large members, which shall be staggered at the discretion of the DGRI President, which discretion shall include the authority to appoint for partial terms of less than three years. AP2C shall continue to make subsequent appointment recommendations for at-large members to the DGRI President as terms expire, and members subsequently appointed shall serve for 3-year terms unless a lesser time period is deemed necessary by the DGRI President for purposes of term staggering. Only as it relates to AP 2.0, AP2C shall make strategic plan recommendations to the DGRI President, shall be responsible for raising funds for the implementation of events and contracts, shall recommend the approval of contracts and agreements, shall recommend the approval of financial policies, shall recommend the adoption of annual budgets, shall review annual event frameworks, and shall make such recommendations required to sustain, expand, and produce ArtPrize 2.0. AP2C shall be a recommending and

fundraising committee with no hiring or contracting authority, except to the extent authorized by the DGRI President. DGRI may, in its sole discretion, serve as the contracting party in the furtherance of the implementation of AP 2.0.

Section 2. AP 2.0 Staff: DGRI shall serve as employer of record for any AP 2.0 staff, at its discretion. AP 2.0 Staff shall be recommended for hire to the DGRI CEO by the AP 2.0 Executive Director or the AP 2.0 Committee should there not be an Executive Director of AP 2.0 appointed. All staff shall be employed as at-will of, or as independent contractors with, DGRI, and all salaries and costs associated with AP 2.0 staff positions shall be funded with contributions by the Parties (if any and pursuant a separate written agreement by and among the Parties), grants, fundraising or other legal means to accomplish the mission, vision, and values of AP 2.0.

Section 3: Accounting for Funds Received. DGRI agrees to account for funds received from various sources to support AP 2.0 in accounts separate from current DGRI financial accounts and has discretion to manage and hold contributions as is necessary in order to comply with state and federal law.

Section 4. IP Agreement. DGRI and ArtPrize 1.0 have entered into an agreement in which AP 1.0 gifts and assigns ArtPrize intellectual property, including the rights and responsibilities relating to ownership, to DGRI. The Parties recognize that ArtPrize intellectual property rights are a crucial aspect of the implementation of AP 2.0. The Parties further recognize that there are costs associated with IP ownership. Costs incurred by DGRI in actively using, registering, and enforcing the IP, including any attorney fees, shall first be paid from any funds raised by AP2C in furtherance of the implementation of AP 2.0. In the event that AP2C (or any successor entity formed or transitioned to pursuant to Section 11) is unable to raise sufficient funds, any remaining costs incurred by DGRI in in actively using, registering, and enforcing the IP, including any attorney fees, shall be borne equally between the City and DGRI.

Section 5. Annual Audits. DGRI shall cause an annual audit of any AP 2.0 accounts to be conducted.

Section 6. City's Office of Special Events. In planning and executing AP 2.0 events, the Parties will follow processes and procedures as set forth by the City's Office of Special Events.

Section 7. Cooperation and Collaboration. The Parties share joint interests in the success of AP 2.0 and acknowledge that their mutual cooperation and collaboration are essential to sustain, expand, and produce AP 2.0. Each will work with the other to accomplish the mission, vision, and values of ArtPrize 2.0. The Parties agree to assist AP2C in obtaining adequate funding for the successful implementation of AP 2.0. Costs incurred by DGRI in implementing AP 2.0, including but not limited to (a) costs associated in using, registering, and enforcing the IP, (b) costs incurred for the implementation of events and contracts, and (c) attorney fees incurred to date and hereafter incurred in relation to the AP 2.0 transition shall first be paid from any funds raised by AP2C in furtherance of the implementation of AP 2.0. In the event that AP2C (or any successor entity formed pursuant to Section 11) is unable to raise sufficient funds to provide adequate funding for the implementation of AP 2.0, any remaining costs incurred by DGRI shall be borne equally between the City and DGRI. The Parties acknowledge that FSU is contributing financially to AP 2.0 by entering into the attached In-kind Space Use Agreement or other license agreement with DGRI for DGRI's use of certain office space within FSU's building located at 17 Pearl Street

Commented [1]: Included as attachment?

Commented [DL2R1]: Yes - but with reference to 17 Pearl Street

NW, Grand Rapids, MI to further the activities of the Parties with respect to AP 2.0, which agreement may be terminated by FSU on no less than ninety (90) days' prior written notice on or before December 1 of any year provided that the effective date of termination is no earlier than March 1 of the following year to allow AP2C sufficient time to find alternative office space for AP 2.0. Except as otherwise expressly agreed to in writing by FSU and notwithstanding FSU's seats on AP2C, FSU shall have no other financial obligation with respect to AP2C, AP 2.0 or DGRI.

Section 8. Term. This Agreement shall be effective as of January 1, 2026 and continue through June 30, 2027. The Parties may thereafter agree in writing to extend the term of this Agreement in three-year increments, or any other terms agreed by the Parties in writing. Any Party may terminate this Agreement as to the notifying party upon twelve (12) months written notice (the Agreement would continue on for parties not providing notice of termination).

Section 9. Dispute Resolution. If unanticipated issues arise with respect to this Agreement or their relationship, the Parties agree to promptly in good faith discuss them and seek resolution.

Section 10. 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

If to FSU:

Ferris State University

17 Pearl Street, N.W.,
Grand Rapids, Michigan 49503
Attention: Amanda Matheson
Vice President of Administration & Finance
Email: amandamatheson@ferris.edu

Each Party may make changes to its designated address/email address by delivery of written notice of the change to the other parties. Notices shall be deemed effective upon actual

Commented [DL3]: Added this so that agreement continues on for other parties.

Commented [AM4]: Please consider revising to ninety (90) days written notice.

Commented [DL5R4]: Keeping in mind that this termination notice provision applies to the MOU generally and all three parties, our great concern with any period less than 12 months is (a) continuing donor/sponsor confidence that the current arrangement will continue in a manner that their contributions will go toward the next ArtPrize; and (b) to allow for enough time to transition to a new structure.

Commented [AM6R4]: I was expecting further discussion on this topic. Could we combine the 90 day notice receive no later than December 1?

Commented [DL7R4]: Please see revision to Section 7 above, consistent with our email exchange.

receipt. Actual receipt of email transmissions shall be presumed based upon the transmitting party's record that it was sent and received.

Section 11. New Entity Formation. AP 2.0 shall confirm in its strategic plan that its goal is to operate through a separate nonprofit entity dedicated solely to the purpose of serving AP 2.0 goals in accordance with the terms of this MOU and accepting an assignment of the IP Agreement, all to be effective no later than June 30, 2027. When a new nonprofit entity is formed (or AP 2.0 otherwise begins operating through a separate previously existing non-profit entity for these purposes), the AP2C described, appointed and operating in accordance with Section 1 shall immediately begin to serve as the Board of Directors for the new AP 2.0 entity and the AP2C serving under DGRI shall be dissolved. The costs relating to formation of and/or transition to a new entity shall be borne first by AP2C, then equally by the City and DGRI. FSU shall have no obligation to appoint representatives to serve on the governing body of any separate AP 2.0 entity unless it expressly consents to such appointments in writing, and its role shall be limited to the terms agreed in writing prior to such formation and/or transition.

Section 12. Use of FSU Name and Logo and Related Trademarks. Use of FSU's (and or any of its schools) name or logo, either expressly or impliedly, with respect to ArtPrize 2.0 shall be subject to prior written approval of FSU and shall comply with FSU's then-current Brand Guidelines. Any unauthorized use shall promptly be removed at FSU's request.

Section 13. Relationship of the Parties. The relationship between the Parties in this MOU shall in no way be construed to create a joint venture or partnership, or to constitute a Party as an agent of the other for any purposes other than as set forth in this MOU.

Section 14. General Provisions.

- a. This Agreement constitutes the entire agreement between the Parties and may be modified or amended in whole or in part from time to time only by mutual written agreement of the Parties.
- b. This MOU shall be interpreted under the laws of the State of Michigan.
- c. If any clause or portion of this MOU is rendered void, illegal, unenforceable, or otherwise of no effect, the remaining provisions of this MOU shall remain in full force and effect so that the essence and intent of this MOU 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 MOU shall not constitute a waiver of that right or any other right under this MOU.
- e. The section headings of this MOU are for convenience only and shall not be considered a part of the substance of this Agreement or affect the interpretation of this MOU.
- f. The Parties have been represented by separate legal counsel and have jointly drafted this MOU; and therefore, this MOU shall not be construed against any Party as the drafter.

g. This MOU shall not be assigned, transferred, or conveyed by any party without the prior written consent of each party.

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

CITY OF GRAND RAPIDS

By: _____
Mark Washington, City Manager

Attest: _____
Joel H. Hondorp, City Clerk

DOWNTOWN GRAND RAPIDS, INC.

By: _____
Brian Harris, Chairperson

FERRIS STATE UNIVERSITY

By: _____
Amanda Matheson, Vice President of
Administration & Finance

[4882-0119-8937 v2 \[57191-53\]](#)

