AGENDA

DGRI BOARD
OF ADVISORS

Board Members:

Stephanie Adams • Monica App • Rick Baker • Shaun Biel • Mayor Rosalynn Bliss • Mandy Bolter • Wayman Britt • Kayem Dunn
Jorge Gonzalez • Kristian Grant • Brian Harris • Bob Herr • Birgit Klohs • Nikos Monoyios • Teresa Weatherall Neal • Doug Small
Eddie Tadlock • Mark Washington

September 17, 2019, 9:00a
29 Pearl Street, NW Suite #1

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<tr>
<td>1</td>
<td>Call to Order (9:00)</td>
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<tr>
<td>2</td>
<td>Approve Minutes from July 16, 2019 (9:05) (enclosed)</td>
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<td>3</td>
<td>Block by Block Agreement (9:10) (enclosed)</td>
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<td>5</td>
<td>2019 Work Plan Update (9:30) (enclosed)</td>
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<td>Board Chair Report (9:40)</td>
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<td>President &amp; CEO Report (9:50)</td>
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<td>New Business</td>
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UNAPPROVED MINUTES

DOWNTOWN GRAND RAPIDS INC.

Board of Advisors Meeting

July 16, 2019

1. **Call to Order** – The meeting was called to order at 1:05 p.m. by Chair Nikos Monoyios

   **Attendance:**

   **Present:** Shaun Biel, Monica App, Nikos Monoyios, Kristian Grant, Mayor Rosalynn Bliss, Jorge Gonzalez, Bob Herr, Brian Harris, Mark Washington, Doug Small, Stephanie Adams.

   **Absent:** Rick Baker, Kayem Dunn, Mandy Bolter, Wayman Britt, Birgit Klohs, Teresa Weatherall Neal and Eddie Tadlock.

   **Others Present:** Tim Kelly, Flor Valera, Andy Guy (DGRI Staff) Jana Wallace, Jessica Wood and others.

2. **Approve Minutes from February 14 and March 22, 2019 DGRI Board Meeting**
   
   Motion: Brian Harris supported by Doug Small, moved approval of the minutes from February 14, 2019 and March 22, 2019 DGRI Board of Advisors meetings as presented. Motion carried unanimously.

3. **DGRI and City Service Agreement**

   The Inter-Organizational Agreement between DGRI and the City of Grand Rapids was introduced to the Board for approval. Mr. Kelly explained that both parties would like to execute an extension to the Agreement. The new Agreement includes updated language identifying the need to develop a long-term approach to the operation, maintenance, and repair of projects located in the public right-of-way, updates to Section 14 regarding cooperation and collaboration on Downtown planning and projects including a restatement of GR Forward as the plan for Downtown. The extension of the term would extend through June 30, 2022. If approved, the Agreement will be presented to the Grand Rapids City Commission for consideration at their meeting on July 23, 2019. Mr. Harris asked if the Agreement includes a clear understanding for ongoing operation and maintenance Mr. Kelly responded that there
is a commitment from both parties to develop a written protocol within the first six months that would address these questions.

Motion: Brian Harris, supported by Shaun Biel, moved to approve and recommend the Inter-Organizational Agreement and resolution. Motion carried unanimously.

4. 2019 Work Plan Update
An update was provided to the Board on the current 2019 Work Plan.

River Governance: Mr. Kelly informed the Board on the formation of the Organizational Leadership Committee. Names of the participants are included in the agenda packet. DGRI has representation from six (6) members currently serving on our DGRI Leadership Board and Citizen Alliance. The committee is scheduled to meet on July 31, 2019, to review the submitted RFP’s and recommend a consultant to the DDA and MNTIFA at their next scheduled board meeting in August. In addition to this work, Mr. Kelly shared that other entities are having separate conversations regarding various water safety initiatives to ensure this component aligns with the river restoration project. Mr. Monoyios asked how many RFP’s were received. Mr. Kelly responded that DGRI received seven (?) responses.

Mr. Kelly proceeded to inform the Board that as part of the GR Forward Speaker Series, a series of “Lunch and Learn” events will take place in the fall of 2019. We will bring guest speakers so we can evaluate other funding and governance models. The organizations include Highline Network, Washington D. C. and River LA. In addition to the lunch and learn, Mayor Bliss inquired whether smaller group discussions could be arranged to allow more in-depth conversations between key stakeholders and the guest speakers. Mr. Kelly stated this would be arranged. He concluded the river governance overview by stating that through this process, we have collected many river-related resources and asked for suggestions on how this information could be best distributed.

Downtown Office Strategy: Mr. Kelly shared that a new plan of action to understand corporate trends towards downtown has been developed and will be implemented. Local consultations with local corporate leaders will take place to discuss and understand challenges, opportunities, and considerations involved when companies deliberate potential location, options, and decisions. Local companies include Rockford Construction, Meijer, Consumers Energy, Spectrum, among others. Ms. App suggested contacting companies that have also chosen not to relocate to GR. Mr. Kelly agreed.

Mr. Kelly concluded by stating that to understand further how to develop a more active strategy to retain and recruit major office tenants to Downtown, DGRI is partnering with the GR Chamber to host Chris Leinberger in October. His expertise will provide valuable insights on developing a downtown office strategy as Mr. Leinberger possesses excellent knowledge in real estate development and is a land-use strategist. He is also leading the national conversation about the economics of walkable urban places.

Retail Innovation Strategy: DGRI, the City and the GR Chamber are currently finalizing the details to create a business liaison position. The Business Liaison Consultant will perform market research and analysis to help connect businesses to the available resources. Mr. Kelly also informed the Board that DGRI successfully hosted the first “Downtown Business Support” meeting with ten (10) Monroe Center businesses in attendance. The purpose of the meeting was to help identify areas of need and opportunity for further collaboration. The business owners received an overview of DGRI’s mission, structure, and funding tools. Mr. Kelly stated from this initial discussion short, mid, and long-term opportunities emerged. The packet includes a summary of these opportunities. Ms. Grant asked for clarification on one of the short-term opportunities regarding the illegal activity happening on Monroe
Center. Mr. Kelly stated this is the current perception; additional conversations to discuss a strategy will take place.
Another short-term opportunity is to increase efforts to promote Downtown parking. Mayor Bliss said that she recalls an initiative that was implemented in prior years that allowed people to park 90-minutes on Monroe Center during the holidays. This initiative not only promoted parking, but it also encouraged people to shop locally. She wondered whether it would be beneficial to analyze this data and determine if such a strategy could be worth implementing again.
Mr. Harris commented that as we work through the process to develop and implement a retail strategy, we have to make sure the right voices are included. He suggested analyzing how other business associations are tackling similar issues. Mr. Harris also invited the Board to connect with Mr. Kelly and provide him with some insights on current perspectives related to the prioritization of future projects as we are starting to see competing goals within the GR Forward Plan. He shared that the DDA is engaging in conversations to develop a framework for land-use decision making. He shared that their input would be highly appreciated as decisions regarding projects need to be made carefully considering the needs of current and future generations. Mr. Kelly concluded the overview by sharing that the DDA had approved the third retail incubation grant to support Mosby’s Popcorn. The first two recipients of these grants are Tamales Mary and Ambiance GR.

5. **Board Member Participation Discussion**
Mr. Monoyios stated that the DGRI Board of Advisors was established with the purpose of identifying key leaders that would work together to reinforce and advance common goals for building a strong and vibrant downtown. Since its formation, members of this board have collectively been engaging in important conversations. Through the adoption of the GR Forward Plan, many community-envisioned projects were identified, and the participation and leadership of this board has been instrumental to ensure community projects get achieved. In our prior meetings, we have recorded low attendance and in order to advance community goals, we want to ensure that each board member continues to feel engaged and motivated. After discussing ways to assess the current perspectives, the Executive Committee suggested that we take a moment to conduct a board member self-assessment survey. This survey will provide members the opportunity to speak openly and candidly about attitudes and expectations so that we can continue to harness this collaborative spirit. As we continue to check projects off our list, it is important to understand where we as a “board” stand, our role and function for future projects. Mr. Monoyios stated that a survey would be sent out in the next month or so but in the meantime, he asked the members to share their opinions.
Ms. Adams gave an example of how other stakeholders are keeping their board members engaged by conducting project orientations. Mr. Washington suggested the use of technology to allow busy members the ability to connect remotely and still feel engaged. Mr. Harris stated since this board is an advisory board rather than an authority perhaps, we should address the frequency in which we meet. Mayor Bliss shared that it would be beneficial to have these meetings scheduled one year in advance. Mr. Monoyios thanked everyone for their suggestions and added that the survey would help identify other missing components.

6. **Board Chair Report**
Mr. Monoyios thanked HR Collaborative for assisting with Mr. Kelly’s CEO performance review. He reported that 47 stakeholders took the survey and added that the evaluation responses were positive.

7. **President & CEO Report**
DDA (6/12/19)
• Adopted FY20 budget
• Approved funding Block by Block contract extension
• Approved funding for DAKC partnership

DID (4/24/19)
• Recommended FY20 Budget to City Commission
• Discussed Downtown Retail
• Received a presentation on the temporary Downtown Dog Park
• Discussed the renewal process to be completed prior to FY21

MNTIFA (5/8/19)
• Approved an MOU with Mobile GR and the DDA for the operation of the DASH for FY20
• Recommended FY20 Budget to City Commission

DGRI (7/16/19)
• Considering approval of DGRI and City Service Agreement
• Discussing updates to 2019 Work Plan

Goal 1 – Reestablish the Grand River as the draw to the City and Region
• Riverfront Governance Organizing
  o RFQ responses reviewed with Goal 1
  o Initial Steering Committee meeting to occur prior to August DDA meeting
  o Finalizing dates for GR Forward Thinking Series
  o Final recommendations delivered before the end of 2019

• Lyon Square Opportunity Site
  o Finalizing Phase 1 design
  o Design underway for Phase 2 (Plaza)
  o MOU drafted and in process of being finalized
  o Phase 1 and 2 will be bid as one project by year end

Goal 2 – Develop a true Downtown neighborhood home to a diverse population
• Remnant Parcel
  o RFP issued May 20
  o Committee formed to review proposals
  o Proposals will be reviewed and if advanced would be brought to DDA for consideration in August

• Downtown Neighbor Network
  o Marketing materials in development to distribute to Downtown property managers
  o Facebook Group created to provide communication platform for residents
  o Network Board/Committee seated in early 2019 and met April 5

• Downtown Affordable Housing
  o RFP released May 2019
  o Responses to be reviewed with Goal 2 Alliance
  o Recommendation(s) will be brought to DDA Board
• Development News
  o Studio Park
    ➢ Ottawa extension summer 2019
    ➢ Parking ramp September 2019
    ➢ Theater and residential buildings summer/fall 2019
    ➢ Hotel January 2020
  o 150 Ottawa
    ➢ Interior build out underway
    ➢ Warner Building will be complete summer 2019
    ➢ Hyatt Place open September 2019
  o 37 Ottawa and 50 Monroe
    ➢ AC Hotel Grand Opening June 3
    ➢ 37 Ottawa office space being leased
    ➢ Both buildings to be complete and open spring 2019
  o 449 Bridge Street
    ➢ Utility connection complete last week and will begin “going vertical” by December
    ➢ Target completion September 2019
  o 10 Ionia
    ➢ Brownfield approvals received in 2018
    ➢ Groundbreaking in January 2019
    ➢ 18-month construction schedule
  o MSU GR Research Center Phase II
    ➢ Long-term ground lease executed for Public Private Partnership
    ➢ Development will include a 200,000 sq. ft. medical innovation building office and a 600-car parking structure
    ➢ Construction anticipated to begin fall 2019 with substantial completion in late 2021

Goal 3 – Implement a 21st century mobility strategy
• Bus Shelter Enhancements
  o Held Meeting with Mobile GR and Rapid staff to outline project funding and schedule
  o Installation to begin summer 2019
  o Final install complete before end of 2019

• Pedestrian Safety Enhancements
  o Improvements complete on Division Avenue north of Lyon
  o Keeler Building areaway reinforcement complete
  o Michigan Street crossing designs are finalized, and the project will be bid summer and installed October

Goal 4 – Grow more & better jobs & ensure continued vitality of the local economy
• Recruit a major office tenant to Downtown
Working with City and Right Place to develop a more concerted and intentional recruitment strategy to attract larger office tenants Downtown

- Foster ground-floor businesses to diversify the mix of Downtown retail offerings
  - Working with Goal 4 and DDA Purchasing and Contracting Committee to provide considerations to the DDA in July 2019
  - Working with Studio CI to support diverse offerings as part of their tenant mix

**Goal 5 – Reinvest in public space, culture & inclusive programming**

- VandenBerg Plaza/Calder Plaza Improvements
  - Design of Phase 1 improvements ongoing
  - Designs complete spring 2019
  - June 2019 is the 50th anniversary of the plaza’s opening and a key organizing point for a celebratory moment

- Public Realm Improvements
  - Tree plantings with FOGRP scheduled
  - Downtown Dog Park construction begins May 13
  - Fitness equipment installation underway in North Monroe. Complete in May.

- Explore opportunities to beautify public plaza at Van Andel Arena
  - Consultant team work commenced in November
  - Exploring partnership/funding opportunities for FY2019
  - Alley activation to begin with former Art Prize installation (Ford Museum crocodiles)
  - Stakeholder and Alliance engagement ongoing
  - Designs complete summer 2019

- Division Avenue Safety and Cleanliness Improvements
  - Lighting
    - DDA authorized additional funding in December 2018
    - Fulton to Cherry construction to begin spring 2019
  - Public Restrooms
    - City and DGRI working with Heartside Quality of Life committee to finalize design and operation of new public facilities for Cherry / Commerce and Weston / Commerce parking ramps
    - City and DGRI partnering to develop a sustainable facility management protocol for the new facilities.

- Public Art
  - Work on 27 Rad Women murals complete May 2019
  - “Rainbow Road” complete at Sheldon
  - Collaborating with UICA Exit Space on Richmond Stamp building
  - Future opportunities include Ottawa and Michigan off ramp and riverfront mural down the stairwell near the Grand Rapids Public Museum

- Upcoming Events
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- Outdoor Fitness Equipment Celebration: June 13 at 6th Street Park from 4-6 p.m.
- Movies on Monroe – July 12 (Matilda and Crazy Rich Asians)
- State of Our Downtown – September 5, 2019

8. **Old Business**
   None

9. **New Business**
   Stephanie Adams invited the Board to attend the upcoming City Commission public hearing scheduled for Tuesday, July 23, 2019 to support the proposed parks millage.

10. **Public Comment**
    None

11. **Adjournment**
    The meeting adjourned at 2:16 p.m.
MEMORANDUM

TO: DGRI Board of Advisors
FROM: Tim Kelly, AICP
DATE: September 13, 2019
SUBJECT: Block by Block Contract Approval

In September 2013, the Downtown Development Authority approved a Safety Services Agreement with Block by Block (BBB) to establish the Downtown Ambassador Program. Subsequently, in November 2015, the Downtown Improvement District (DID) and the Downtown Grand Rapids Inc. (DGRI) Board of Advisors approved a Maintenance and Cleaning Services Agreement with BBB for the deployment of the Downtown Clean Team.

Since being approved, the Ambassadors and Clean Team have made measurable impacts in Downtown Grand Rapids through the provision of maintenance, hospitality, informational, environmental, social, and safety-oriented services. As identified in the 2018 Year End Report, highlights from the previous year include:

- Business Contacts – 2,066
- Graffiti Removal – 2,102
- Block Faces Power Washed - 505
- Trash Bags Collected – 21,768
- Weed Abatements – 37,803

Based on the success of the program to date, it is recommended they be extended for an additional year. As proposed the amended term would run thru June 30, 2020 with the option for two one-year renewal terms at the conclusion. The one-year extension will coincide with the final year of the DID authorization. Further, to avoid having separate Agreements, the contracts will be combined so one Agreement covers both Programs.

In addition to the term extension, to keep wages for the Program competitive with similar jobs across the region, and to help with the retention of Ambassadors, a $.50 raise was approved for FY2019 and is also recommended for FY2020. This wage increase was accounted for in the FY2020 budgets for the both the DID and DDA, and brings total costs to $874,165.78.

Other proposed changes for the FY20 term include:

- Term to run with the DGRI and City of GR fiscal year
- Included language regarding banked hours and DGRI’s entitlement to repayment.
- Changes to F regarding the requirement for drug screening
• Updated language to reflect items that were fully amortized over the terms of the previous agreements.
• Incorporated language related to the purchase of a new truck.
• Updated insurance coverage requirements.
• Clarified to 60 days instead of 90 days

RECOMMENDATION: Approve the Agreement with Block by Block for the continued provision of the Downtown Ambassador and Clean Team Programs.
SAFETY, HOSPITALITY, ENVIRONMENTAL MAINTENANCE AND CLEANING SERVICES AGREEMENT

THIS SAFETY, HOSPITALITY, ENVIRONMENTAL MAINTENANCE AND CLEANING SERVICES AGREEMENT (the “Agreement”) is made and entered into as of July 1, 2019, by and between DOWNTOWN GRAND RAPIDS, INC., a Michigan nonprofit corporation (“DGRI”) and MYDATT SERVICES, INC., D/B/A BLOCK BY BLOCK, an Ohio corporation (“BBB”).

RECITALS

A. The City of Grand Rapids Downtown Development Authority and BBB have previously entered into a Supplemental Safety Downtown Development Services Agreement dated September 25, 2013 (the “Safety Services Agreement”), including amendments thereto extending the term thereof to provide certain hospitality and safety services within a defined service area in downtown Grand Rapids which Safety Services Agreement expires June 30, 2019.

B. DGRI and BBB have previously entered into an Environmental Maintenance and Cleaning Services Agreement dated November 15, 2015 (the “Maintenance and Cleaning Services Agreement”) including an amendment thereto extending the term thereof to provide certain environmental maintenance and cleaning services within a defined service area in downtown Grand Rapids which Maintenance and Cleaning Services Agreement expires June 30, 2019.

C. DGRI and BBB have agreed to enter into this Agreement to extend the provisions of services by BBB as has been provided pursuant to the Safety Services Agreement and Maintenance and Cleaning Services Agreement.

NOW, THEREFORE, in consideration of the terms and conditions contained in this Agreement and the benefits to be derived therefrom, receipt of which is severally acknowledged, the parties hereto agree as follows:

Section 1. Services to be Performed by BBB. BBB shall perform the following services:

A. Safety and Hospitality Services - BBB shall furnish ambassadors, including related supervisory and management personnel (the “Safety Ambassadors”), who shall provide the safety and hospitality services described in the attached Exhibit B (the “Safety and Hospitality Services”) within the service area identified on the attached Exhibit A (the “Service Area”).

B. Environmental Maintenance and Cleaning Services - BBB shall furnish cleaning ambassadors including special projects/equipment operators, pressure washers, and related supervisory and management personnel (the “Cleaning Ambassadors” and together with the Safety Ambassadors the “Ambassadors”) who shall provide the environmental maintenance and cleaning services described in the attached
Exhibit C (the “Maintenance and Cleaning Services” and collective with the Safety and Hospitality Services the “Services”) within the Service Area.

Upon commencement of the term of this Agreement, BBB shall propose a comprehensive monthly plan of Services for the Service Area in accordance with Exhibits B and C (the “Plan”) and may, from time to time, propose modifications to such Plan. The Plan and any modifications thereof are subject to the prior written approval of DGRI. DGRI shall have the right to request or initiate modifications to the Plan at any time which shall be effective upon written mutual agreement of DGRI and BBB. Representatives of DGRI and BBB will meet at least quarterly and at such other times as DGRI may request to review the Plan and make necessary modifications and adjustments.

BBB will not be required to provide Services on Thanksgiving Day, Christmas Day and New Year’s Day.

Section 2. Term of Agreement. This Agreement shall have an initial term commencing July 1, 2019 and ending June 30, 2020 (the “Initial Term”), unless sooner terminated as provided in Section 11 hereof. At the end of the Initial Term, this Agreement may be renewed for two consecutive terms of one year each upon the prior written agreement of DGRI and BBB (each a “Renewal Term” and together with the Initial Term collectively, the “Term”). DGRI and BBB shall meet on or about April 1 of each year during the Term to discuss extending the term of this Agreement for a Renewal Term and any required modifications and revisions to this Agreement.

Section 3. Standards of Performance. BBB shall perform the Services in accordance the highest industry standards. BBB will maintain close supervision over all Ambassadors to insure a high quality of the Services is delivered. Specific assignments, hours and duties of Ambassadors will be proposed monthly by BBB and approved by DGRI. BBB will perform the Services using the best practices for performance of similar services nationally.

Section 4. Duties and Responsibilities of BBB. BBB shall, when performing the Services, have the following duties and responsibilities:

A. BBB shall at all times provide the number of Ambassadors required in accordance with the weekly service hours outlined in Exhibit D attached to this Agreement, to perform the Services identified in Exhibits B and C hereof as may be modified in accordance with the provisions of this Agreement. The Ambassadors shall be employees of BBB and shall at no time be deemed agents or employees of DGRI. BBB shall provide adequate training for the Ambassadors.

B. BBB shall have a separate qualified operations manager assigned to oversee each of the Safety Ambassadors and Cleaning Ambassadors.

C. BBB shall furnish appropriate uniforms, as approved by DGRI, and necessary equipment for the Ambassadors to provide the Services. The Ambassadors shall be clean, courteous, competently trained, neat in appearance and able to communicate in English. At all times while working, Ambassadors shall wear the uniform approved by DGRI.
D. BBB shall furnish an adequate means of communication by which Ambassadors can communicate with each other and supervisory staff.

E. BBB shall make available a designated representative at all reasonable times to report to, and confer with, representatives of DGRI regarding Services provided or to be provided.

F. BBB shall conduct a background check including a criminal history on all of its employees assigned as Ambassadors or otherwise working in the Service Area.

G. BBB shall be responsible for quantifying and retaining a record of the work of the Ambassadors in writing in a format acceptable to DGRI. Such records shall be provided to DGRI weekly and BBB shall be responsible for making at least weekly contact with a designated representative of DGRI. Such records shall be provided as a written report to DGRI on a calendar month and calendar quarter basis. Such report shall be considered the property of DGRI and shall not be made public by BBB without DGRI’s prior approval.

Section 5. Payment for Services.

As payment for Services during the Initial Term, DGRI shall pay BBB a fixed monthly fee of $72,847.15 based on the hours and hourly billable rates of the various classes of employees as set forth in Exhibits D and E. The maximum annual fixed amount of payments to BBB for Services during the Initial Term shall not exceed $874,165.79.

Additional services not a part of the Services may be requested by DGRI from time to time. These services shall be provided at a cost of $18.89 per hour for a Safety Ambassador, $28.58 per hour for a Cleaning Ambassador, $31.30 per hour for an Equipment or Special Projects Ambassador, $31.20 per hour for a Pressure Washer Ambassador and $32.82 per hour for a Team Leader. DGRI shall, whenever possible, make a written request for such additional services at least 48-hours in advance of the time service is needed.

At the time the parties agree to a Renewal Term they shall agree in writing to the fixed monthly fee and maximum annual amount to be paid during such Renewal Term, revised Exhibits D and E during the Renewal Term and the hourly rate for the various Ambassadors performing services at the request of DGRI outside the Services.

DGRI and BBB recognize that there may be months during the Term where the Services and number of hours worked may be reduced due to weather or other circumstances and other months where additional hours may be needed due to planned events or other circumstances. Hours of Services not used in a calendar monthly cycle shall be “banked” and applied to hours in another calendar monthly cycle within the Term or used with the prior approval of DGRI to hire additional Ambassadors to use the “banked” hours for the remainder of the Initial Term or Renewal Term as applicable. Any “banked” hours will be used for Services within the Service Area and will be provided at no additional payment to BBB. BBB agrees to maintain records of all hours worked and submit calendar monthly summaries of all hours worked, the cost per hour, the tasks performed and “banked” hours available for future use. At the conclusion of the contract term, or at any point during the duration of the contract, DGRI may, at its sole discretion,
request any unused banked hours be credited back in form of a reduced monthly fee, or in another payment acceptable to DGRI.

At the end of its Initial Term and each Renewal Term, BBB shall provide DGRI a report which sets forth a final accounting of all hours worked, the cost per hour, the tasks performed and the hours “banked” during such period.

BBB shall invoice DGRI for Services of a calendar month by the 15th day of the calendar month following the calendar month Services were performed. DGRI shall pay BBB within 30 days of receipt of such invoice.

In the event of any change in federal, State of Michigan (the “State”) or local laws, regulations or administrative rulings affecting any change in work hours, pay rates, working conditions, taxes, health insurance or benefits including The Patient Protection and Affordable Care Act, BBB shall notify DGRI in writing of the change and the additional amount to be charged to DGRI, the reason for such change and its effective date. In the event that a government health care law mandates that the health benefits to the Ambassadors be greater than those presently being provided, BBB shall bill DGRI for the direct additional cost associated therewith. It is understood that unless agreed in writing by DGRI and BBB the total annual payment shall still be limited to the maximum amount set forth in the first paragraph of this Section 5 hereof.

Section 6. Provision of Equipment. BBB has procured the equipment in the attached Exhibit F (the “Equipment”) to assist it in the performance of the Services. The Equipment is owned by BBB and BBB is responsible for all repair, maintenance, insurance and associated costs. The Equipment has been fully amortized over the term of the prior Maintenance and Safety Services Agreement between DGRI and BBB. In the event of termination of this Agreement, DGRI shall have the option to purchase the Equipment at its fair market value determined by appraisal of a certified equipment appraiser mutually acceptable to DGRI and BBB.

DGRI shall provide to BBB the truck identified on attached Exhibit G to assist it in the performance of the Services provided pursuant to this Agreement. The Truck will be owned by DGRI and DGRI will be responsible for all repairs, maintenance, insurance and associated costs.

Section 7. Indemnification. To the extent permitted by law, DGRI and BBB shall defend, indemnify and hold each other and their respective officers, boardmembers, agents and employees harmless from and against any and all claims, demands, losses, damages, injury, liabilities, expenses (including reasonable attorney’s’ fees and costs and expenses), judgments, liens, encumbrances, orders and awards arising directly or indirectly from the negligent performance or willful misconduct by the other party and/or its respective officers, boardmembers, agents and employees under this Agreement by any person on account of, or arising out of, (a) injury to or death of any person, (b) loss or damage to any property, (c) the employment of or performance of the Services by either party’s personnel and the termination, constructive or otherwise, of such employment or performance of Services, or (d) any breach of any federal, State or local laws, provided, however, that neither party shall be obligated to indemnify the other for such party’s own gross negligence or willful misconduct.
In the event DGRI and BBB are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of the State without, however, waiving any defenses of such party.

Section 8. Insurance. During the Term of this Agreement, BBB shall at its cost and expense, procure and maintain in full force and effect the below listed types of insurance through insurance companies licensed to do and doing business in the State. Such insurance shall name DGRI, the DDA, the Tax Increment Finance Authority of the City of Grand Rapids aka Monroe North TIFA and the City of Grand Rapids as additional insureds with respect to Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance. Insurance maintained by DGRI shall be in excess of, and not contribute to, the insurance required to be provided by this Agreement.

The following insurance coverage shall be provided by BBB:

A. comprehensive general liability insurance with a combined single limit for bodily injury, personal injury and property damage of not less than $1,000,000 per occurrence and $2,000,000 in the annual aggregate;

B. comprehensive automobile liability insurance insuring all owned, non-owned and hired motor vehicles with a minimum coverage of $1,000,000 combined single limit for any one accident and $2,000,000 in the annual aggregate;

C. all risk insurance insuring the replacement value of the Equipment;

D. employer liability insurance with a minimum coverage of $500,000 per occurrence;

E. workers’ compensation insurance sufficient to satisfy State law requirements; and

F. umbrella liability insurance in an amount not less than $4,000,000.

Section 9. BBB Representations and Warranties. BBB represents and warrants that (i) it will perform all Services in a good and workmanlike manner and with reasonable skill, (ii) it will pay all costs and expenses required for the performance of the Services, except as otherwise provided in this Agreement, and (iii) it has the requisite permits from all appropriate authorities to provide the Services. BBB warrants that all Services will be performed in accordance with applicable laws. BBB makes no other representations or warranties regarding this Agreement or the performance of the Services.

Section 10. Relationship of the Parties. DGRI and BBB are not partners, fiduciaries or joint venturers and nothing in this Agreement creates or will create the relation of partner, fiduciary or joint venturers between them. Without limiting the generality of the foregoing, each is acting independently, is obligated to separately account for its respective activities and expressly disclaims any fiduciary duty to the other. BBB shall be an independent contractor and shall not be an agent or employee of DGRI to any extent or for any purpose and nothing in this Agreement shall be construed to cause or create such relationship. BBB shall have no authority to and shall not act for DGRI or bind or attempt to bind DGRI in or under any contract or agreement or to otherwise obligate DGRI in any manner whatsoever.
Section 11. Termination. Either DGRI or BBB may terminate this Agreement if the other commits a material breach of its obligations under this Agreement and fails to correct such breach within sixty (60) days after delivery of written notice of such breach provided, however, if such breach cannot be reasonably cured within the sixty (60) day period then such party shall have a reasonably period to cure such breach. Notwithstanding the foregoing, either party may terminate this Agreement with or without cause at any time upon sixty (60) days’ prior written notice to the other party.

Section 12. Force Majeure. Neither DGRI nor BBB shall liable for damages to the other or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by reason of any circumstance beyond its reasonable control including, but not limited to, acts of God, fire, flood, earthquake, extraordinary weather conditions, acts of war, acts of terrorism, labor disputes, riots, civil disorder, rebellions or revolutions in any country. A party shall be excused from any further performance or observance of the obligations so affected so long as such circumstances prevail and that party continues to use all commercially reasonably efforts to recommence performance whenever and to whatever extent possible.

Section 13. Notices. All notices or other communications hereunder shall be sufficiently given and shall be deemed given when in writing and dispatched by regular or certified mail, postage prepaid or hand delivered, addressed or delivered as follows:

If to DGRI:

Downtown Grand Rapids, Inc.
29 Pearl Street, N.W., Suite 1
Grand Rapids, Michigan 49503
Attention: Executive Director

If to BBB:

Mydatt Services, Inc.
7135 Charlotte Pike
Nashville, Tennessee 37209
Attention: President

The parties hereto may, by notice given hereunder, designate any further or different address to which subsequent notices or other communications may be sent.

Section 14. Amendment. Except as otherwise may be expressly permitted in this Agreement, this Agreement and any of the Exhibits attached hereto may not be amended except in writing by a document signed by both parties hereto.

Section 15. No Other Agreements. This Agreement supersedes all prior agreements, negotiations and discussion relative to the subject matter hereof and represents the full understanding of the parties with respect to said subject matter.
Section 16. Remedies Cumulative. The remedies of DGRI or BBB hereunder are cumulative and the exercise of any one or more of the remedies provided for shall not be construed as a waiver of any other remedies of such party.

Section 17. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Michigan.

Section 18. Counterparts. This Agreement may be executed by the parties hereto in counterparts, each of which shall be an original and when taken together, shall constitute a single agreement.

Section 19. Successors and Assigns. The terms, conditions, covenants and restrictions of this Agreement shall extend and apply to and bind the successors and assigns of DGRI and BBB.

Section 20. Severability. The invalidity or enforceability of any provision or part of any provision of this Agreement shall not affect the other provisions or parts hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions or parts were omitted, provided, that removal of such provisions or parts does not materially change the terms or provisions of this Agreement or the intent of the parties hereto.

Section 21. No Third Party Beneficiary. The terms, conditions, obligations and benefits of this Agreement are intended solely for the parties hereto. No third party is an intended beneficiary in this Agreement nor is it entitled to enforce the provisions hereof.

Section 22. Attorney’s Fees. In any litigation, arbitration or other proceeding by a party seeking to enforce its rights under this Agreement or seeking a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney’s fees and related costs and expenses.

Section 23. Assignment. Neither party to this Agreement may assign its rights or obligations hereunder without the prior written consent of the other party.

IN WITNESS WHEREOF, DGRI and BBB have caused these presents to be signed by their respective, duly authorized officer as of the date and year first written above.

DOWNTOWN GRAND RAPIDS, INC.

By: __________________________
    Nikos Monoyios, Chairperson

MYDATT SERVICES, INC.
    d/b/a Block by Block
By: ____________________________
Blair McBride, President
EXHIBIT A

Service Area

[drawing of Service Area boundaries]
EXHIBIT B

Safety and Hospitality Services

- **Walking Patrols** – Ambassadors will be deployed to assigned zones to patrol the area as (i) a deterrent for unwanted activity and (ii) an interaction with businesses, residents and visitors. Ambassadors on walking patrol will be responsible for making public relations checks at various businesses each day through a personal contact and to gather and share with such businesses safety related information.

- **Bicycle Patrols** – Based on an approved deployment plan, some Ambassadors will be assigned to patrol a designated area on bicycle or other individual transportation modes. This will permit Ambassadors to cover more area and provide extra visibility without losing the ability to interact with the public or to be disconnected from the Service Area environment. Ambassadors will use bicycles or other individual transportation modes to patrol alleys and surface parking lots to deter unwanted activity and offer assistance.

- **Public Relations Checks** – Ambassadors will be responsible for stopping and visiting a specified number of businesses per shift. The duration of each public relations check should be no more than five minutes per business, which should be spent speaking with the manager(s) of the business to gather and share security related information and concerns. A list of businesses in which public relation checks were conducted will be reported and recorded daily.

- **Addressing Quality of Life Issues** – Ambassadors will be responsible for interacting with persons creating quality of life issues to advise them of local ordinances and requesting compliance. All Ambassadors will be trained in ‘situational protocol’ to appropriately handle situations in a firm, yet courteous, manner.

- **After Hours Escorts** – Based on the availability of Ambassadors at the time, after hours escorts may be arranged upon request by calling the on-duty Team Leader on a publicized cell phone number to arrange for an Ambassador to meet persons at places of business or residence and walk them to their destination.

- **Information Sharing** – Working with the Grand Rapids Police Department, the Ambassadors will be utilized to share information to educate stakeholders on safety/security related issues.

- **Reporting** – Ambassadors will be responsible for completing daily activity reports and submitting them to DGRI as requested. The daily statistics will be compiled monthly and provided to DGRI. The Ambassadors will gather information on any incidents or criminal activity that is considered to be out of the ordinary and forward such information in the form of an incident report to the Grand Rapids Police Department. Criminal activity includes “quality of life” crimes, such as public intoxication, open container, loitering, trespassing, public urination and aggressive panhandling.

- **Hospitality Services** – Ambassadors shall, as a part of their daily patrolling of the Service Area, interact with pedestrians and, in order to be friendly, good will representatives of the Service Area to share information, provide directions and make recommendations.
EXHIBIT C

Environmental Maintenance and Cleaning Services

- **Manual Removal of Litter and Debris** – Ambassadors shall remove and dispose of litter, trash and debris in the public rights-of-way, extending 18 inches beyond the curb into a street or alley, by mechanical or manual means, including all types of paper, cigarette packages and butts, leaves, gravel or rocks, cans, cardboard, boxes, plastic refuse, bottles, broken glass, beverage spills, urine, feces, vomit and dead animals.

- **Weed Control** – Ambassadors shall kill and remove weeds and grass in the public rights-of-way including spraying weeds as needed with chemicals that meet applicable laws and regulations.

- **Mechanical Cleaning** – Ambassadors shall use mechanical cleaning devices, clean sidewalks and remove debris and litter from public pedestrian rights-of-way (including sidewalks, pedestrian skywalks and alleys) and tree wells. Certain Ambassadors will be hired and trained by BBB to be the primary operators of the mechanical cleaning devices. Only in the event of an imminent emergency should other Ambassadors be permitted to operate the devices.

- **Handbill Removal** – Ambassadors shall remove handbills, stickers, posters and similar items from utility poles, mail boxes, courier boxes, newspaper or magazine boxes, kiosks, telephones, parking meters and other fixtures in the public rights-of-way.

- **Graffiti Removal** – Ambassadors shall remove or cover graffiti from the first floor of building facings or visible from the public rights-of-way, and from utility poles, mail boxes, courier boxes, newspaper or magazine boxes, kiosks, telephones, parking meters and other fixtures, within 24 hours after the graffiti appears (subject to any delay necessary to obtain consent of the owner of any private property), using the least intrusive means available and approved by the property owner of any private property. Ambassadors will not perform graffiti removal on private property without the prior consent of the owner. DGRI staff will assist the Ambassadors in securing the consent from the owner of any private property affected.

- **Power Washing** – Scheduled power washing as well as spot cleaning will be performed throughout the Service Area. BBB will work with DGRI to set priority areas as well as a schedule.

- **Landscaping** – Ambassadors shall provide landscaping maintenance assistance to DGRI in cooperation with a landscaping firm acceptable to DGRI and retained by BBB. Ambassadors shall work directly with said firm to maintain and water landscaping in the Service Areas. Ambassadors will be responsible for day-to-day watering, pruning and weeding of landscaping beds and shall assist the firm in the installation of new plant material.

- **Snow Removal** – Ambassadors shall remove snow from public infrastructure, including, but not limited to, parking meters, bus stops, fire hydrants, curb cuts, catch basins and bike storage areas, using mechanical and manual snow removal equipment. DGRI and BBB will work directly to identify the priority areas for snow removal.
Special Projects – Ambassadors shall carry out a variety of special projects mutually agreed upon by DGRI and BBB. Such special projects include painting of public fixtures (benches, seating, etc.), setting up and removing outdoor furniture, set-up at various DGRI events and any other projects not requiring ‘technical’ expertise that can be carried out within reasonable methods or means by Ambassadors.
EXHIBIT D

Weekly Service Hours

Safety and Hospitality Services

<table>
<thead>
<tr>
<th>Weekly Hours</th>
<th></th>
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<tbody>
<tr>
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<tr>
<td>Team Leader</td>
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<tr>
<td>Operations Manager</td>
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# Weekly Service Hours

## Environmental Maintenance and Cleaning Services

**Peak Season (April 1st through October 31st)**

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<th>Hours</th>
<th>Zone</th>
<th>Primary Assignment</th>
<th>Sun</th>
<th>Mon</th>
<th>Tues</th>
<th>Wed</th>
<th>Thurs</th>
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<th>Total</th>
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<td>7am-3pm</td>
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<tr>
<td>7am-3pm</td>
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Total Scheduled Weekly Hours: 420
### Weekly Service Hours

#### Environmental Maintenance and Cleaning Services

**Off Peak Season (November 1st through March 31st)**

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<th>Hours</th>
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<th>Primary Assignment</th>
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<th>Mon</th>
<th>Tues</th>
<th>Wed</th>
<th>Thurs</th>
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<tr>
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<td>Supervision &amp; Trash Pick-up</td>
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<td>Supervision &amp; Trash Pick-up</td>
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<tr>
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**Total Scheduled Weekly Hours:** 224
EXHIBIT E

Average Wage Rates

Safety and Hospitality Services

<table>
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<th>Pricing</th>
<th>Safety Ambassadors</th>
<th>Safety Team Leader</th>
<th>Safety Operations Manager</th>
<th>Safety General Manager</th>
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Annual Billing $316,289.29
## Average Wage Rates

### Environmental Maintenance and Cleaning Services

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<tr>
<th>Pricing</th>
<th>Cleaning Ambassadors</th>
<th>Special Project/Equipment Operators</th>
<th>Pressure Washers</th>
<th>Team Leader</th>
<th>Operations Supervisor</th>
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<td>$0.71</td>
<td>$0.66</td>
<td>$0.79</td>
<td>$0.93</td>
<td>$1.14</td>
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<tr>
<td>Overhead</td>
<td>$11.70</td>
<td>$11.70</td>
<td>$11.70</td>
<td>$11.70</td>
<td>$11.70</td>
<td>$11.70</td>
</tr>
<tr>
<td>Benefits</td>
<td>$0.98</td>
<td>$0.98</td>
<td>$0.98</td>
<td>$0.98</td>
<td>$0.98</td>
<td>$0.98</td>
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<tr>
<td>Profit</td>
<td>$1.76</td>
<td>$1.76</td>
<td>$1.76</td>
<td>$1.76</td>
<td>$1.76</td>
<td>$1.76</td>
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<tr>
<th></th>
<th>Bill Rate</th>
<th>$28.85</th>
<th>$30.78</th>
<th>$29.57</th>
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<tr>
<td>Weekly Hours</td>
<td>121.46</td>
<td>83.69</td>
<td>47.69</td>
<td>24.00</td>
<td>40.00</td>
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<tr>
<td>Annual Hours</td>
<td>6,316.00</td>
<td>4,352.00</td>
<td>2,480.00</td>
<td>1,248.00</td>
<td>2,080.00</td>
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<tr>
<td>Annual Billing</td>
<td>$182,191.88</td>
<td>$133,969.91</td>
<td>$73,340.11</td>
<td>$40,684.65</td>
<td>$74,438.14</td>
<td>$16,903.63</td>
<td>$557,876.50</td>
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EXHIBIT F

BBB Equipment

(1) Ford F-150 Truck
(2) John Deer Gator
(5) Megabrute Container
(1) ATLV
(2) Utility Vacuum
(2) Industrial Snow Blowers
(1) Utility Trailer
EXHIBIT G

DGRI Equipment

(1) 2019 Ford F-150 Truck

(2) Snow Blowers

(1) Hot Pressure Washer
MEMORANDUM

TO: DGRI Board of Advisors
FROM: Tim Kelly, AICP
DATE: September 4, 2018
SUBJECT: FY2019 Performance Measures, Key Projects and Advocacy Agenda

I. Performance Indicators

In August 2016 (FY2017) the DGRI Board of Advisors adopted a set of 15 indicators (Exhibit A) intended to help inform the overall performance and health of Downtown. The 15 indicators are tracked on an annual basis and reflect respective priorities of the Downtown Development Authority, the Downtown Improvement District, the Monroe North Tax Increment Finance Authority and were informed by GR Forward and other community planning efforts.

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. As FY2019 would be the third year of tracking the indicators, no change is proposed to ensure a reliable sample size of data is collected and analyzed.

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 will require collaboration to achieve, projects are selected from across the six goals that will help grow confidence within the community that DGRI and our community partners are committed to delivering on the promises in the Plan and capable of implementing the priorities. 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, a committee being formed, or some other tangible measure. The key projects for FY2019 are as follows:

1. Break ground on Lyon Square
2. Launch Downtown Neighbor Network
3. Enhance pedestrian safety with new River trail crossings and intersection improvements
4. Deploy new DASH/Rapid shelters
5. Develop strategy and marketing materials to recruit businesses to Downtown
6. Support additional Downtown retail investment through the Incubation & Innovation Program
7. Complete designs to initiate construction of Phase 1 Calder Plaza improvements
8. Plant 200 trees in Downtown. DGRI planted 100 with FOGRP, supported 60+ through street projects and public space improvements at developments.
9. Complete improvements to pocket park to support opening of GRPS Museum School

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 FY2019, ten 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:

Internal Policy Objectives:

1. Amend private development support tools to reflect the priorities from GR Forward.
   i. Created Retail Innovation Program
   ii. Amended DEG to reflect Streetspace Guidelines
2. Develop methodology to provide affordable housing support in Downtown.
   i. Released RFP and actively reviewing proposals

Local Advocacy Objectives:

1. Finalize citywide food truck ordinance and mobilize support to ensure its approval.
2. Initiate efforts to develop a process that will identify the appropriate Grand River Corridor governance model and ensure the long-term sustainability of public and private investments.
3. Advance projects and initiatives that improve the status of community relations within Grand Rapids, particularly those that involve racial and social equity.
   i. LCC, Anishinaabe, DAKC, MLBE/MWBE support through retail incubation program, etc.

State/Federal Level Advocacy Objectives:

1. Collaborate with legislators and key stakeholders to complete modifications to the State property tax legislation that would enable owner occupied residential property to be assessed by the DID.
2. As needed, develop collaborative strategies to effectively inform appropriate state officials about Grand Rapids’ urban policy / investment priorities.
3. Continue to identify and pursue opportunities to bring State and Federal dollars to Grand Rapids to support River revitalization efforts.
4. Collaborate with Sen. Peters office on proposed changes to FEMA funding to be eligible for River trail and flood prevention work.
5. Conduct outreach with Downtown business owners to understand local preferences around the anticipated introduction of an Outdoor Recreational Drinking Act (ORDA).

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<tr>
<th></th>
<th>2019</th>
<th>2018</th>
<th>2017</th>
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<tbody>
<tr>
<td><strong>Facilitating Investment</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tax Increment Value</td>
<td>$ 6,664,106</td>
<td>$ 6,543,477</td>
<td>$ 5,927,709</td>
</tr>
<tr>
<td>% Change (since 2013)</td>
<td>34%</td>
<td>33%</td>
<td>32%</td>
</tr>
<tr>
<td>Tax $ to Private Investment Generated</td>
<td>$ -</td>
<td>$ 37</td>
<td>$ 26</td>
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<tr>
<td>DGRI Pledge</td>
<td>$ 2,167,851</td>
<td>$ 5,350,000</td>
<td>$ 5,000,000</td>
</tr>
<tr>
<td>Total</td>
<td>$ 81,200,000</td>
<td>$139,100,000</td>
<td>$ 138,000,000</td>
</tr>
<tr>
<td><strong>Mobility</strong></td>
<td></td>
<td></td>
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<tr>
<td>Pedestrian Counts Increase @ ArtPrize</td>
<td>-</td>
<td></td>
<td>306%</td>
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<tr>
<td>Pedestrian Count Increase @ Snow Days</td>
<td>-</td>
<td></td>
<td>68%</td>
</tr>
<tr>
<td><strong>Livability</strong></td>
<td></td>
<td></td>
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<tr>
<td>Units Delivered</td>
<td>600</td>
<td>541</td>
<td>457</td>
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<tr>
<td>Total # of Households</td>
<td>4,960</td>
<td>4,360</td>
<td>3,819</td>
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<td>Units in development pipeline</td>
<td>-</td>
<td>622</td>
<td>982</td>
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<tr>
<td>Household Affordability Mix (Market/Income Restricted)</td>
<td>62% / 35%</td>
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<td>-</td>
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<tr>
<td><strong>Inclusion and Participation</strong></td>
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<tr>
<td>Demographically Representative Leadership - Boards and Alliances</td>
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</tr>
<tr>
<td>White</td>
<td>70%</td>
<td>65%</td>
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</tr>
<tr>
<td>Black</td>
<td>14%</td>
<td>16%</td>
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<tr>
<td>Hispanic or Latino</td>
<td>8%</td>
<td>10%</td>
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<tr>
<td>Mixed Race</td>
<td>4%</td>
<td>5%</td>
<td>-</td>
</tr>
<tr>
<td>Asian</td>
<td>4%</td>
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<tr>
<td>Age</td>
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</tr>
<tr>
<td>20-24</td>
<td>3%</td>
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</tr>
<tr>
<td>25-34</td>
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<td>35-44</td>
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</tr>
<tr>
<td>45-54</td>
<td>8%</td>
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</tr>
<tr>
<td>55-64</td>
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<tr>
<td>Gender</td>
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</tr>
<tr>
<td>Male</td>
<td>46%</td>
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<tr>
<td>Female</td>
<td>54%</td>
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<tr>
<td>Sexual Orientation</td>
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<td>Heterosexual</td>
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<tr>
<td>LGBT</td>
<td>10%</td>
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<td>-</td>
</tr>
<tr>
<td>Perception of Downtown as Welcoming &amp; Inclusive</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-----------------------------------------------</td>
<td></td>
<td></td>
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<tr>
<td>&quot;very welcome&quot; + &quot;somewhat welcome&quot;</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>&quot;very welcome&quot;</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>&quot;neutral&quot;</td>
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</tr>
<tr>
<td>&quot;somewhat welcome&quot; + &quot;very unwelcome&quot;</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>&quot;somewhat welcome&quot;</td>
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</tr>
<tr>
<td>&quot;very unwelcome&quot;</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>&quot;unsure&quot;</td>
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<table>
<thead>
<tr>
<th>Marketing Communications and Vibrancy</th>
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<tbody>
<tr>
<td>Social Media Followers</td>
</tr>
<tr>
<td>Twitter Audience</td>
</tr>
<tr>
<td>Twitter Growth</td>
</tr>
<tr>
<td>Facebook Audience</td>
</tr>
<tr>
<td>Facebook Growth</td>
</tr>
<tr>
<td>Instagram Audience</td>
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<tr>
<td>Instagram Growth</td>
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<table>
<thead>
<tr>
<th>ROI of DGRI Produced Events</th>
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</thead>
<tbody>
<tr>
<td># of Produced or Supported Events</td>
</tr>
<tr>
<td>Estimated Generated Economic Return to Downtown Businesses</td>
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</table>

<table>
<thead>
<tr>
<th>Safe, Clean and Beautiful</th>
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<tbody>
<tr>
<td>Sidewalk Cleanliness</td>
</tr>
<tr>
<td>Trash Removed (lbs)</td>
</tr>
<tr>
<td>Crosswalks, Parking Meters, and Fire Hydrants Cleared of Snow</td>
</tr>
<tr>
<td>Power washed Block Faces</td>
</tr>
<tr>
<td>Weeds Pulled</td>
</tr>
<tr>
<td>Instances of Graffiti Removed</td>
</tr>
<tr>
<td>Cigarette Butts Removed &amp; Recycled</td>
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</table>

<table>
<thead>
<tr>
<th>Percentage of Tree Cannopy</th>
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<tbody>
<tr>
<td># of Trees Planted by DGRI &amp; Partners</td>
</tr>
<tr>
<td>Total #</td>
</tr>
<tr>
<td>Goal of 10%</td>
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</table>

<table>
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<th>DGRI Efficiency Measures</th>
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</tr>
<tr>
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</tbody>
</table>

<p>|                                            | 19%    |
|                                            | 5%     |
|                                            | 4%     |
|                                            | 24%    |
|                                            | 62%    |
|                                            | 97%    |</p>
<table>
<thead>
<tr>
<th>% of DID Budget Returned as Direct Services and Improvements</th>
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<tr>
<td>Direct Services &amp; Improvements to Downtown</td>
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<tr>
<td>Supported Administration &amp; Overhead</td>
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<tr>
<td><strong>Public Resources Leveraged</strong></td>
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<tr>
<td>DGRI Investment into Infrastructure Projects</td>
</tr>
<tr>
<td>DGRI Leverage into Public Funding</td>
</tr>
<tr>
<td>ROI into Public Facilities (per $1)</td>
</tr>
<tr>
<td><strong>Speed of Project Implementation</strong></td>
</tr>
<tr>
<td>Completed Projects</td>
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</table>
Retail Opportunities

**DOWNTOWN GRAND RAPIDS**

*Updated 09/01/2019*

For information purposes only. Downtown Grand Rapids Inc. compiles this info on a rolling basis from various, presumably knowledgeable and reliable sources. This data is however subject to change often and without notice. Please call the contacts listed for the most up-to-date info about a specific location or opportunity.

Downtown Grand Rapids Inc.
616.719.4610
info@downtowngr.org
DowntownGR.org

**MAP KEY**

*Applies to all maps within document*

- ● Within DDA Boundaries
- ○ Outside DDA Boundaries
- ● Retail Opportunity
**122 Oakes St SW**
Retail space in Studio Park
$29.50/sf
Mark Ansara: Colliers International
P: 616-988-5835 / E: mark.ansara@colliers.com

**25 Ottawa Ave SW**
Office space
$22.95/sf
Kristen Moore: Colliers International
P: 616-821-3990 / E: kristen.moore@colliers.com

**11 Ionia Ave SW**
Retail space with liquor license
$2,000,000 sale price
Chip Bowling: Bradley Company
P: 616-254-0005

**100 Ottawa Ave SW**
Office space
$29.95/sf
Kristen Moore: Colliers International
P: 616-821-3990 / E: kristen.moore@colliers.com
*Under construction, available April 2020

**44 Grandville Ave SW**
Office space
$18/sf
Jason Webb: Colliers International
P: 616-988-5812 / E: jason.webb@colliers.com

**15 Ionia Ave SW**
Retail space
$14-18.50/sf
Jeffrey W Karger: JLL
P: 616-649-3532

**55 Ottawa Ave SW**
Retail space
$26/sf
Todd Leinberger: Wisinski of West Michigan
P: 616-242-1114 / E: toddl@naiwwm.com

**100 Grandville Ave SW**
Office space
$1,987/sf
Hillary Woznick: Wisinski of West Michigan
P: 616-242-1113 / E: hillary@naiwwm.com
<table>
<thead>
<tr>
<th></th>
<th>99 Monroe Ave NW</th>
<th>49 Monroe Center St NW</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Office space</td>
<td>Office space</td>
</tr>
<tr>
<td></td>
<td>$26/sf</td>
<td>$700 - $1,150/month</td>
</tr>
<tr>
<td></td>
<td>David Wiener: Colliers International</td>
<td>Shelby Reno: Bradley Company</td>
</tr>
<tr>
<td></td>
<td>P: 616-988-5849 / E: <a href="mailto:david.wiener@colliers.com">david.wiener@colliers.com</a></td>
<td>P: 616-540-8216 / E: <a href="mailto:sreno@bradleyco.com">sreno@bradleyco.com</a></td>
</tr>
<tr>
<td></td>
<td>85 Campau Ave NW</td>
<td>89 Ionia Ave NW</td>
</tr>
<tr>
<td></td>
<td>Office space</td>
<td>Office space</td>
</tr>
<tr>
<td></td>
<td>$21.50/sf</td>
<td>1st floor: $15.95/sf - $18/sf</td>
</tr>
<tr>
<td></td>
<td>Jason Webb: Colliers International</td>
<td>Jeffrey W Karger: JLL</td>
</tr>
<tr>
<td></td>
<td>P: 616-988-5812 / E: <a href="mailto:jason.webb@colliers.com">jason.webb@colliers.com</a></td>
<td>P: 616-649-3532</td>
</tr>
<tr>
<td></td>
<td>237 Fulton St W</td>
<td>40 Monroe Center NW</td>
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<tr>
<td></td>
<td>Office space</td>
<td>Office space</td>
</tr>
<tr>
<td></td>
<td>$20/sf</td>
<td>$18.50/sf</td>
</tr>
<tr>
<td></td>
<td>Stanley Wisinski: Wisinski of West Michigan</td>
<td>Jeffrey W Karger: JLL</td>
</tr>
<tr>
<td></td>
<td>P: 616-575-7015</td>
<td>P: 616-649-3532</td>
</tr>
<tr>
<td></td>
<td>55 Ionia Ave NW</td>
<td>146 Monroe Center NW</td>
</tr>
<tr>
<td></td>
<td>Retail space</td>
<td>Office space in McKay Tower</td>
</tr>
<tr>
<td></td>
<td>$12 - $20/sf</td>
<td>$17.95/sf</td>
</tr>
<tr>
<td></td>
<td>Chris Prins: Colliers International</td>
<td>Doug Taatjes: Wisinski of West Michigan</td>
</tr>
<tr>
<td></td>
<td>P: 616-988-5832 / E: <a href="mailto:chris.prins@colliers.com">chris.prins@colliers.com</a></td>
<td>P: 616-242-1117 / E: <a href="mailto:dougt@naiwwm.com">dougt@naiwwm.com</a></td>
</tr>
<tr>
<td></td>
<td>77 Monroe Center NW</td>
<td>89 Monroe Center</td>
</tr>
<tr>
<td></td>
<td>Office space</td>
<td>Office space</td>
</tr>
<tr>
<td></td>
<td>$18.65-$20.61/sf</td>
<td>$18.95/sf</td>
</tr>
<tr>
<td></td>
<td>Rich MacDonald: Hinman Company</td>
<td>Steven DeLanoy: First Companies, Inc.</td>
</tr>
<tr>
<td></td>
<td>P: 616-957-3711</td>
<td>P: 616-698-5000</td>
</tr>
</tbody>
</table>
1. **333 Bridge St NW**
   - Office space in Bridgewater Place
   - $19.75/sf
   - David Wiener: Colliers International
   - P: 616-988-5849 / E: david.wiener@colliers.com

2. **420 Stocking Ave NW**
   - Retail space in Bridge Street Market
   - $5.50-5.54/sf
   - Chris Prins: Colliers International
   - P: 616-988-5832 / E: chris.prins@colliers.com

3. **343 Seward Ave NW**
   - Vacant land
   - $249,900 sale price
   - Duke Gray: Blu House Properties
   - P: 616-901-4541

4. **614 First St NW**
   - Office space under construction
   - $22/sf
   - Jeffrey W Karger: JLL
   - P: 616-649-3552

5. **614 Bridge St NW**
   - Office space
   - $25/sf
   - Jeffrey W Karger: JLL
   - P: 616-649-3552

6. **442 Bridge St NW**
   - Retail space
   - $15/sf
   - Chris Muller: M Retail LLC
   - P: 616-881-2888

7. **335 Lexington Ave NW**
   - Retail space
   - $297,000 sale price
   - R. Kyle Grooters: RE/MAX of Grand Rapids
   - P: 951-733-5833

8. **425 Turner Ave NW**
   - Vacant land for sale with 407 Turner
   - $1,350,000 sale price
   - Frank Roberts: Boardwalk Real Estate
   - P: 616-437-1687

9. **407 Turner Ave NW**
   - Warehouse space
   - $11/sf
   - Frank Roberts: Boardwalk Real Estate
   - P: 616-437-1687

10. **528 Bridge St NW**
    - Office space
    - $11.70/sf
    - Jeffrey DeVries: Ed DeVries Properties, Inc.
    - P: 616-318-5096
1. **470 Market Ave SW**
   Warehouse space for sale with 475 Market Ave
   $9,450,000 sale price
   W: http://470market.com/

2. **234 Market Ave SW**
   Retail space in 234 Market
   $20.95/sf
   Mary Wisinski-Rosely: Wisinski of West Michigan
   P: 616-575-7047 / E: mawr@naiwwm.com

3. **234 Market Ave SW**
   Office space in 234 Market
   $26.95/sf
   Mary Wisinski-Rosely: Wisinski of West Michigan
   P: 616-575-7047 / E: mawr@naiwwm.com

4. **206 Grandville Ave SW**
   Office space
   $16.50/sf
   Walter Bulkowski: Fusion Properties
   P: 616-581-5334 / E: wally@fusionproperties.com

5. **616 Fulton St W**
   Retail space under construction
   $18 - $19/sf
   Chris Prins: Colliers International
   P: 616-988-5332 / E: chris.prins@colliers.com

6. **210 Front Ave SW**
   Office space
   $16.50/sf
   Drew Miller: CBRE
   P: 616-264-3331 / E: drew.miller2@cbre.com

7. **201 Front Ave SW**
   Office space
   $13.50/sf - $18.50/sf
   Jeffrey W Karger: JLL
   P: 616-649-3532

8. **336 Straight Ave SW**
   Warehouse space
   $10,428/month
   Stuart Kingma: Wisinski of West Michigan
   P: 616-776-0100

9. **250 Grandville AVE SW**
   Office space
   $16.50/sf
   Blake Rosekranz: Martin Commercial Perspectives
   P: 616-726-5476
1. 1-5 Oakes St SW
   Retail space
   $12/sf
   Kristen Moore: Colliers International
   P: 616-821-3590 / E: kristen.moore@colliers.com

2. 12 Weston St SW
   Retail space
   $10/sf
   Chris Muller: M Retail LLC
   P: 616-881-2888

3. 14 Weston St SE
   Retail space
   $14.30/sf
   Joe Rizqallah: Signature Associates
   P: 616-822-6310
   E: jrizqallah@signatureassociates.com

4. 136 S Division Ave
   Retail live/work space
   $900/month
   Heather Ibrahim: Dwelling Place of GR
   P: 616-855-0418, E: hibrahim@dwellingplace.org

5. 140 S Division Ave
   Retail live/work space
   $1,000/month
   Heather Ibrahim: Dwelling Place of GR
   P: 616-855-0418 / E: hibrahim@dwellingplace.org

6. 106 S Division Ave
   Retail space
   $9,800/month
   Heather Ibrahim: Dwelling Place of GR
   P: 616-855-0418 / E: hibrahim@dwellingplace.org

7. 13 S Division Ave
   Office space
   $1,750,000 sale price
   Steve DeLanoy: First Companies, Inc.
   P: 616-698-5000

8. 25 S Division Ave
   Office space
   $15.95/sf
   Steven Millman: NorthStar Commercial
   P: 616-247-9600

9. 25 S Division Ave
   Office space
   $595,000 sale price
   Hillary Woznick: Wisinski of West Michigan
   P: 616-242-1113 / E: hillary@naiwwm.com
1. 325 S Division Ave
   - Storefront space
   - $1,200/month
   - Heather Ibrahim: Dwelling Place of GR
   - P: 616-855-0418 / E: hibrahim@dwellingplace.org

2. 315 S Division Ave
   - Retail space
   - $950/month
   - Heather Ibrahim: Dwelling Place of GR
   - P: 616-855-0418 / E: hibrahim@dwellingplace.org

3. 339 S Division Ave
   - Storefront space
   - $1,870/month
   - Heather Ibrahim: Dwelling Place of GR
   - P: 616-855-0418 / E: hibrahim@dwellingplace.org

4. 435 Ionia Ave SW
   - Office space
   - $19.95/sf
   - Jeffrey W Karger: JLL
   - P: 616-649-3552

5. 453 & 455 S Division Ave
   - Retail space
   - $12.75/sf
   - Chris Prins: Colliers International
   - P: 616-988-5832 / E: chris.prins@colliers.com

6. 300 Commerce Ave SW
   - Office space
   - $1,540/sf
   - Hillary Woznick: Wisinski of West Michigan
   - P: 616-242-1113 / E: hillary@naiwwm.com

7. 316 La Grave SE
   - Retail space
   - $8,990/month
   - Joe Rizqallah: Signature Associates
   - P: 616-822-6510
   - E: jrizzqallah@signatureassociates.com

8. 339 Division Ave
   - Retail or office space
   - $8.50/sf
   - Mary Wisinski-Rosely: Wisinski of West Michigan
   - P: 616-575-7047 / E: mawr@naiwwm.com
1. 665 Seward Ave NW
   Office space
   $18.50/sf
   Jeffrey W Karger: JLL
   P: 616-649-3532

2. 801 Broadway Ave NW
   Office space
   $20/sf
   Chip Bowling: Bradley Company
   P: 616-915-9080 / E: cbowling@bradleyco.com

3. 260 Leonard St NW
   Office space
   $13.25-$15/sf
   Chip Cummings: Northwind Financial Corp
   P: 616-977-7900

4. 601 5th St NW
   Office space
   $3,130/month
   Eric Finnigan: CopperRock Real Estate
   P: 616-229-0658

5. 934 Schribner Ave NW
   Office space
   $7-$13.75/sf
   Eric Trierweiler: Prime Development
   P: 616-957-4733
   E: erictrierweiler@prime-development.com

6. 600 7th St NW
   Office space
   $17/sf
   Jeffrey W Karger: JLL
   P: 616-649-3532

7. 560 5th St NW
   Office space
   $18.50/sf
   Jeffrey W Karger: JLL
   P: 616-649-3532

8. 678 Front Ave NW
   Office space
   $14.95-$15.95/sf
   Peter Mason: Mason & Company LLC
   P: 616-293-9110
1. **20 Fulton St E**
   Retail space
   $34/sf
   Joe Rizqallah: Signature Associates
   P: 616-822-6310
   E: jrizqallah@signatureassociates.com

2. **2 Jefferson Ave SE**
   Retail space
   $945,000 sale price
   Chris Muller: M Retail LLC
   P: 616-881-2888

3. **8 Jefferson Ave SE**
   Retail space
   $18/sf
   Chris Muller: M Retail LLC
   P: 616-881-2888

4. **245 Cherry St SE**
   Office space
   $21/sf
   Brian Sikma: Highpoint Real Estate Dev.
   P: 616-285-8500

5. **252 State St SE**
   Office space
   $8/sf - $14/sf
   Olga L. Hallsted: Berkshire Hathaway
   P: 616-447-7C70 / E: olgahallsted@bhhsmi.com
1. **750 Ottawa Ave NW**  
   Office space/warehouse space  
   $1,100,000 sale price  
   David Wiener: Colliers International  
   P: 616-988-5349

2. **605 Livingston Ave NW**  
   Office space in Bellknap Lookout  
   $16.25/sf  
   Fred Steiner: Bradley Company  
   P: 616-485-5892

3. **711 Ionia Ave NW**  
   Warehouse space  
   $1,250,000 sale price  
   Keegan Ball: Bradley Company  
   P: 616-648-0393

4. **549 Ottawa Ave NW**  
   Office space  
   $17/sf  
   Walter Bulkowski: Fusion Properties  
   P: 616-581-5334 / E: wally@fusionproperties.com

5. **601 Bond Ave NW**  
   Retail space  
   $20/sf  
   David Denton: DAR Development Inc.  
   P: 616-361-2307

6. **1140 Monroe Ave NW**  
   Retail space built out as restaurant space  
   $110,000 sale price  
   Steve Frody: City2Shore Real Estate  
   P: 616-662-9664
1. **150 Ottawa Ave NW**  
   Retail space in Warner Tower  
   $22.50 - $25.50/sf  
   Mark Ansara: Colliers International  
   P: 616-988-5835 / E: mark.ansara@colliers.com

2. **161 Ottawa Ave NW**  
   Office space in Waters Center  
   $16.50-$19/sf  
   Jeff Tucker: Bradley Company  
   P: 616-881-9321 / E: jtucker@bradleyco.com

3. **220 Lyon St NW**  
   Office space  
   $22-$25/sf  
   Chip Bowling: Bradley Company  
   P: 616-915-9080 / E: cbowling@bradleyco.com

4. **29 Pearl St NW**  
   Office space  
   $16.75/sf  
   David Wiener: Colliers International  
   P: 616-988-5849 / E: david.wiener@colliers.com

5. **188 Monroe Ave NW**  
   Mixed use, office space  
   $1,500,000 sale price  
   Chip Bowling: Bradley Company  
   P: 616-915-9080 / E: cbowling@bradleyco.com

6. **250 Monroe Ave NW**  
   Coworking space  
   $8.60 - $11.60/day  
   Eric Fletcher: Regus  
   P: 800-467-5120

7. **330 Ionia Ave NW**  
   Office space  
   $22/sf  
   Mary Wisinski-Rosely: Wisinski of West Michigan  
   P: 616-575-7047 / E: mawr@naiwm.com
1. **70 Ionia Ave SW**
   - Office space
   - $1,850,000 sale price
   - Thomas P. DeBoer: Colliers International
   - P: 616-988-5307

2. **120 Ionia Ave SW**
   - Retail space
   - $7.95-$19.95/sf
   - Jeffrey W Karger: JLL
   - P: 616-649-3532

3. **35 Oakes St SW**
   - Office space in Blue35 coworking space
   - $19.95/sf
   - Jeffrey W Karger: JLL
   - P: 616-649-3532

4. **62 Commerce Ave SW**
   - Office space
   - $17.95/sf
   - Jeffrey W Karger: JLL
   - P: 616-649-3532

5. **38 Commerce Ave SW**
   - Office space
   - $18/sf
   - David Wiener: Colliers International
   - P: 616-988-5849 / E: david.wiener@colliers.com
MEMORANDUM

TO: DGRI Board of Advisors

FROM: Tim Kelly, AICP, President & CEO

DATE: September 13, 2019

SUBJECT: FY2020 Performance Measures, Key Projects and Advocacy Agenda

I. Performance Indicators

In August 2016 (FY2017) the DGRI Board of Advisors adopted a set of 15 indicators (Exhibit A) intended to help inform the overall performance and health of Downtown. The 15 indicators are tracked on an annual basis and reflect respective priorities of the Downtown Development Authority, the Downtown Improvement District, the Monroe North Tax Increment Finance Authority and were informed by GR Forward and other community planning efforts.

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 FY20 to ensure a reliable sample size of data is collected and analyzed.

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 will require collaboration to achieve, projects are selected from across the six goals that will help grow confidence within the community that DGRI and our community partners are committed to delivering on the promises in the Plan and capable of implementing the priorities. 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, a committee being formed, or some other tangible measure.

The key projects for FY2020 are as follows:

1. Finalize design and break ground on Lyon Square and Lyon Plaza
2. Advance recommendation for River Governance model
3. Complete planning initiative for Areas 7/8/9 to guide future land use decisions of those publicly owned assets
4. Deploy new DASH/Rapid shelters
5. Complete engagement and develop strategy to recruit and retain businesses Downtown
6. Support additional Downtown retail investment through the Incubation and Innovation Program.
7. Complete designs to initiate construction of public space improvement projects, including Phase 1 Calder Plaza, VAA Plaza and Ecliptic at Rosa Parks improvements.
8. Complete installation of a public restroom facility on Division Avenue.
9. Identify and initiate alley activation opportunities at various Downtown locations.
10. Deploy winter activation strategies, including Prismatic at World of Winter.

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 FY2020, ten 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. Complete process to identify the appropriate Grand River Corridor governance model to ensure the long-term sustainability of public and private investments.
2. Per the terms of the 2019 Operating Agreement, finalize terms of an MOU related to Downtown public infrastructure maintenance with the City of Grand Rapids.
3. Complete the DID reauthorization process.
4. Review policies related to allowing dogs on outdoor patios of interested restaurants.
5. Analyze opportunities to generate revenue from commercial business in public space through advertising, leases, and concession sales, including alcohol.
6. Advance projects and initiatives that improve the status of community relations within Grand Rapids, particularly those that involve social and racial equity.

State/Federal Level Advocacy Objectives:
1. Collaborate with legislators and key stakeholders to complete modifications to modernize State BID legislation that would enable owner-occupied residential owners to be assessed by the DID.
2. Monitor TIF legislation discussions in new legislature.
3. Pursue any legislative changes necessary (if any) to implement and oversee recommendations from the River Governance Oversight Committee.
4. As needed, develop collaborative strategies to effectively inform appropriate state officials about Grand Rapids’ urban policy / investment priorities.

Recommendation: Approve the FY2020 Performance Measures, Key Projects and Leadership and Advocacy Agenda.
Exhibit A: Approved DGRI Organizational Performance Indicators

I. Key Investment Focus: Facilitating investment

Performance Measures:

- Change in tax valuation within district(s)
  - Methodology: tax increment available for capture within DDA & MNTIFA
  - Source: City of Grand Rapids Treasurer / Financial Services

- Private investment leveraged vs. TIF dollars invested
  - Methodology: Amount of private capital invested in Downtown development project / DDA & MNTIFA contributions to said projects
  - Source: DGRI incentive program applications & City of GR building permit data

II. Key Investment Focus: Mobility

Performance Measures:

- Pedestrian counts
  - Methodology: Average number of pedestrians / week over time; induced pedestrian vibrancy resulting from events or other walkability improvements
  - Source: 12 pedestrian counters mounted around DTGR

- Perception of visitor parking availability
  - Methodology: Annual City / County-wide perception survey with capacity to cross tabulate according to visitation frequency and other demographic and place-based variables
  - Source: VoiceGR Survey administered by Johnson Center / Community Research Institute

III. Key Investment Focus: Livability

Performance Measures:

- Number of households
  - Methodology: Residential database of all current, occupancy-ready dwelling units
  - Source: Primary research confirmed by property managers, building owners, and tax records

- Household affordability mix
  - Methodology: Subset of residential Database of current, occupancy-ready income-restricted dwelling units
  - Source: Primary research confirmed by property managers, building owners, and tax records

IV. Key Investment Focus: Inclusion and Participation

Performance Measures:

- Demographically representative leadership – Boards and Alliances
  - Methodology: Tracking the makeup of Board and Alliance members.
  - Source: Annual demographic characteristics survey of Board and Alliance members
• Perception of Downtown as a welcoming and inclusive environment
  o Methodology: Annual City / County-wide perception survey with capacity to cross tabulate
    according to visitation frequency and other demographic and place-based variables
  o Source: VoiceGR Survey administered by Johnson Center / Community Research Institute

V. Key Investment Focus: Marketing, Communications, and Vibrancy

Performance Measures:

• Social media followers
  o Methodology: Change in total number of social media platform followers, rate of change
    over time
  o Source: Analytic information available by different platforms

• Economic return generated via DGRI events
  o Methodology: Peer-reviewed output-based economic modeling utilizing intercept survey
    data
  o Source: Surveys administered by Ambassador program, economic calculations performed
    by DGRI staff

VI. Key Investment Focus: Safe, Clean and Beautiful

Performance Measures:

• Stakeholder-driven qualitative ratings on sidewalk cleanliness
  o Methodology: Qualitative / Quantitative perception tool administered quarterly
  o Source: Tool produced by DGRI, administered by Alliance members and other volunteers

• Percentage tree canopy in Downtown
  o Methodology: Arial calculations of tree canopy density within Downtown geography
  o Source: City of Grand Rapids urban forester

VII. DGRI Efficiency Measures

Performance Measures:

• Percentage of DID budget returned as direct services and improvements
  o Methodology: Percentage of DID expenditures for office administration and overhead
  o Source: City of Grand Rapids Financial Services, DGRI

• Speed of project implementation
  o Methodology: Completion of / progress of DGRI-led projects listed in GR Forward
    Agenda for Action
  o Source: DGRI staff

• Resources / leverage raised to assist in project implementation
  o Methodology: Amount of non-DGRI managed public resources invested in public projects
    Downtown / DDA & MNTIFA contributions to said projects
  o Source: City of GR Engineering Department, Financial Services, DGRI
1) RIVER GOVERNANCE

- Purpose: Provide recommendations for a long-term governance structure to develop and manage the River Corridor and associated public assets.

- Partners
  - DDA/TIFA
  - City of Grand Rapids
  - Grand Rapids Whitewater
  - Kent County
  - Philanthropy

- Process
  - Seating an Advisory Committee
  - Consultant Selection
    - HRA/Kathy Blaha funding authorized at DDA/MNTIFA September 11, 2019
    - Scope of Work in Development (see attached DDA memo)
    - Key deliverables include the following:
      - Analyzing sustainable funding stream opportunities to program, operate and maintain the new riverfront amenity;
      - Summarizing model governance options and providing the rationale for a recommended strategy;
      - Developing a benefits case – both quantitative and qualitative – to help drive implementation.
  - GR Forward Thinking Speakers Series (Fall 2019)
    - River LA: Sept 4 – 5 (video on DGRI website)
    - Gil Penalosa: Sept 23-24
    - Highline Network – November

- Role of Board
  - September – November
    - Participate in and evaluate Speaker Series events to provide feedback on potential models to explore further.
  - November 19
    - Review of initial findings / draft recommendations
  - Q1 2020
    - Review final recommendations
2) UNDERSTANDING CORPORATE TRENDS TOWARD DOWNTOWN

- Purpose: To develop a collaborative plan of action to achieve the community goal of continuing to grow a vibrant urban economy.

- Potential Partners
  - DDA
  - City of Grand Rapids
  - Chamber of Commerce
  - The Right Place
  - Downtown Property Owners
  - Developers

- Process
  - National Expertise – Partners will host Chris Leinberger, a real estate developer, land use strategist and professor leading the national conversation about the economics of urban walkable places. His recent report – Core Values: Why American Companies are Moving Downtown – was some of the first research in the US to grasp what’s happening and why.

  - Local Consultations – Conversations with local corporate leaders to discuss and better understand challenges, opportunities and considerations involved when companies deliberate potential location and options and decisions. Local companies might include Rockford Construction, Meijer, Consumers Energy, Spectrum Health, Gordon Food Service, Warner Norcross, Michigan State,

  - Quantitative Analysis – Partners will engage professional services to better understand – in the West Michigan context – the economic and fiscal impacts of locating major office development in high density, urban walkable places like Downtown GR compared to low density suburban drivable places.

- Role of Board
  - September – November
    - Participate in Leinberger event(s).
      - October 24-25
      - October 25 Keynote Preso and Breakfast session at Chamber
      - Working Group Debrief
    - Review draft strategies.
    - Review quantitative analysis materials and recommendations from consultants.
    - Identify DGRI’s long-term role in the discussion.
3) DOWNTOWN RETAIL INNOVATION STRATEGY

- Purpose: Develop and employ a targeted strategy to attract and further support retail in Downtown Grand Rapids.

- Potential Partners
  - DDA / DID
  - City of Grand Rapids
  - Chamber of Commerce
  - Downtown retailers
  - Business Associations
  - Building Owners
  - Brokers
  - The Right Place
  - Experience GR

- Process
  - Identify and convene subcommittee of stakeholders for regular meetings to develop short- and long-term recommendations.
    - Monroe Center businesses meeting monthly (second Tuesday of each month)
  - Identify and market tools to make businesses aware of opportunities available to do business Downtown.
    - Hosted first annual Small Business Expo in partnership with City of GR on August 29th
    - Continue to market Retail Innovation and Attraction Grant
    - Partnering with Start Garden to identify recipients of SG100 funding that need/can use ground floor space Downtown.
  - Develop a structure for ongoing stewardship and support, including working with City and Chamber to create a business liaison position. Year 1 deliverables currently contemplated as:
    - Hiring a dedicated Retail Recruitment & Retention Specialist (Chamber employee) to work specifically on retention and attraction for ground floor businesses in Downtown and in City Business Districts (Q4 2020).
    - Completing a market analysis (Q2 2020).
    - Developing a strategy for recruitment and retention of retail (Q2 2020).
    - Review outcomes towards goals and conducting data collection to support them (Q4 2020).

- Role of Board
  - September – November
    - Confirm DGRl’s role in process.
    - Receive ongoing updates and review progress.
    - Review draft market analysis RFP.
DATE: September 5, 2019

TO: Downtown Development Authority

FROM: Andy Guy, DGRI Chief Outcomes Officer

SUBJECT: Grand River Governance Consultant Funding

Pursuant to the Board’s authorization at the August 2019 meeting of the DDA – background below – staff worked with the HR&A consultant team to develop a project fee and schedule for the process of evaluating and recommending a long-term organizational framework capable of executing on the community’s vision for a restored and revitalized Grand River Corridor.

The consultant scope of work includes the following deliverables in three key priority areas:

- Analyzing sustainable funding stream opportunities to program, operate and maintain the new riverfront amenity;
- Summarizing model governance options and providing the rationale for a recommended strategy;
- Developing a benefits case – both quantitative and qualitative – to help drive implementation.

HR&A also developed a project schedule and fee that delivers these work products in Q1 2020 and within budget allocated in the Fiscal Year 2020 budgets of the DDA and the Monroe North Tax Increment Finance Authority.

With DDA approval, the consultant team work will commence this month and quickly begin to 1) draw on community planning to date and 2) inform efforts already underway with the Organizational Leadership Committee established to guide this project as well as the GR Forward Goal 1 Alliance citizen engagement group.

Background

Downtown Grand Rapids, Inc. (DGRI), in close collaboration with the City of Grand Rapids, Kent County, Grand Rapids Whitewater and other community partners, recently initiated a process to evaluate and recommend a long-term governance structure and funding strategy for developing, managing and sustaining the public assets associated with the future revitalized Grand River corridor (or “the Project”).

The full vision for the Project involves restoring the City’s namesake whitewater rapids in the waterway and, along the waterfront, transforming an approximately 9-mile linear area along both sides of the riverbanks into a new east-west multi-purpose trail and network of public amenities extending from Riverside Park to Millennium Park.

Through such community-based planning initiatives as Green Grand Rapids, GR Forward, River for All and the Destination Assets Study, Grand Rapidians have envisioned and affirmed the Project as a signature public amenity
in a class with such ambitious civic projects as The High Line in New York City, Atlanta’s BeltLine and the waterfront revitalization initiatives underway in such cities as Toronto, Chicago and Detroit.

Given the significant potential, importance and complexity of the Project, DGRI and partners in June 2019 issued a call (RFQ) for qualified consultants to support the essential work of evaluating and recommending a governance and funding model to execute on the community’s vision for a restored and revitalized river corridor running through the urban core.

DGRI staff in July 2019 reviewed and evaluated seven RFQ responses with the GR Forward Goal 1 Citizen Alliance guiding DGRI’s work to restore the Grand River as the draw and build a connected and equitable river corridor. Staff then shared the results of the Alliance deliberations and engaged further discussion with the Organizational Leadership Committee recently established to guide the process of evaluating and recommending a long-term governance structure.

A team comprised of HR&A Advisors and Kathy Blaha Consulting emerged from those conversations, and additional staff due diligence, as the strongest team with the expertise and experience required to support this important process.

HR&A is a leading real estate and economic development consultancy and a recognized authority on successful strategies to plan, organize and implement transformative city-building initiatives. They have an accomplished portfolio of urban industrial reuse projects and come recommended by peer organizations/cities. The firm also comes with familiarity of the local context, having supported the development of the City’s 2017 Parks and Recreation Master Plan and through their current work on the City’s Equitable Economic Development and Mobility Strategic Plan.

Kathy Blaha Consulting has worked with cities and parks partners across the country to design and implement forward-thinking plans for parks governance and management. She recently worked with the Frey Foundation, the City and DGRI to develop the Ecliptic at Rosa Parks Circle Conservancy to enhance the management of that space.

DGRI staff is confident this team will provide valuable services and insights to this governance and funding study.

**Recommendation:** Approve consultant services in an amount not exceed $197,500 to support Grand River governance and funding organizing.