

# AGENDA

DOWNTOWN  
DEVELOPMENT  
AUTHORITY



## Board Members:

Luis Avila • Mayor Rosalynn Bliss • Kayem Dunn • Jermale Eddie • Brian Harris • Diana Sieger • Jim Talen • Rick Winn

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Wednesday, February 13, 2019

8:00 a.m. Meeting

29 Pearl Street, NW Suite #1

- |  |           |         |
|--|-----------|---------|
| 1. Call to order   |           |         |
| 2. Approve Meeting Minutes from January 9, 2019 (8:01)<br>(enclosure)      | Motion    | Harris  |
| 3. Accept Financial Statements from January 31, 2019 (8:05)<br>(enclosure) | Motion    | Wallace |
| 4. DDA and DGRI Service Agreement (8:10)<br>(enclosures)                   | Motion    | Kelly   |
| 5. Lyon Square Pre-Construction Services (8:20)<br>(enclosure)             | Motion    | Kelly   |
| 6. Lyon Plaza Design (8:30)<br>(enclosure)                                 | Motion    | Kelly   |
| 7. Downtown Ambassadors 2018 Year in Review (8:40)<br>(enclosure)          | Info Item | Krenz   |
| 8. President & CEO Report (8:55)   | Info Item | Kelly   |
| 9. Public Comment (9:05)   |           |         |
| 10. Board Member Discussion (9:10)   |           |         |
| 11. Adjournment  |           |         |



## UNAPPROVED MINUTES

### MEETING OF THE DOWNTOWN DEVELOPMENT AUTHORITY

January 9, 2019

1. Call to Order – The meeting was called to order at am 8:05am

2. Attendance

Present: Rick Winn, Kayem Dunn, Jim Talen, Brian Harris, Jermale Eddie, Mayor Rosalynn Bliss, Diana Sieger

Absent: None

Others Present: Tim Kelly (DDA Executive Director), Flor Valera (Administrative Assistant), Jana Wallace (DDA Treasurer), Dick Wendt (DGRI Legal Counsel), Stephanie Wong, Mark Miller, Kyama Kitavi, Megan Catcho, Kimberly Van Driel, Annamarie Buller, Samantha Suarez (DGRI Staff) Jessica Wood, Josh Naramore, Hank Kelly, Mark Washington (City Manager), and others.

- 2b. Approval of Office for 2019

Mayor Rosalynn Bliss thanked Brian Harris for his service thus far and nominated Mr. Harris to continue to serve as Chair and Mr. Rick Winn to continue to serve as Vice-Chair of the DDA Board. Both Board members thanked Mayor Bliss and accepted their nominations.

*Motion: Mayor Rosalynn Bliss, supported by Kayem Dunn, moved to elect Brian Harris as Chair of the DDA Board and Rick Winn as Vice Chair of the DDA Board. Motion carried unanimously.*

The Board nominated Jana Wallace to continue to serve as the DDA Treasurer and Flor Valera as DDA Recording Secretary.

*Motion: Rick Winn, supported by Mayor Rosalynn Bliss, moved to approve the appointments of Jana Wallace as DDA Treasurer and Flor Valera as DDA Recording Secretary. Motion carried unanimously.*

3. Approve Meeting Minutes from December 12, 2018

*Motion: Brian Harris, supported by Mayor Rosalynn Bliss, moved approval of the minutes from the December 12, 2018. Motion carried unanimously.*

4. Accept Financial Statements from December 13, 2018

Jana Wallace introduced the financial statements for the first six months of its fiscal year ending June 30, 2019. Ms. Wallace said in December the City Treasurer distributed tax increment revenues captured from December 1 “winter levy”. For the Authority, the 2018 winter levy revenues were captured from three of Kent County’s five voted mills. She added that the Authority does not capture revenues from the Zoo/Museum or the Early Childhood levies because they were approved by the voters after November 2016. Ms. Wallace reported no unusual financial activity for December.

*Motion: Jim Talen, supported by Rick Winn, moved to approve Statement D: Schedule of December 13, 2018 Expenditures as recommended. Motion carried unanimously.*

5. Presentation of FY2018 Audit

Jana Wallace introduced the Fiscal Year 2018 audit for the DDA. She noted the audit was conducted by Plante Moran in accordance with auditing standards. She added that it was a customary to change auditing firms every few years to ensure accuracy. The audit report included a letter addressed to the Board, explaining the auditor's responsibility and producers involved in auditing. The second part of the audit included the financial report with supplemental information. Ms. Wallace reported that Plante Moran offered a clean opinion and added that the financial statements are neutral, consistent, and clear in accordance with the accounting principles generally acceptable in the United States of America. The auditors noted in their report that the overall financial position of the Authority was in good condition financially. Current tax increment revenue is adequate to cover ongoing debt service requirements and current project commitments.

*Motion: Rick Winn, supported by Mayor Rosalynn Bliss, moved to accept the audit for the year ending June 30, 2018. Motion carried unanimously.*

6. Calder Plaza Construction Manager

Stephanie Wong reported that the request concerning the Calder Plaza Construction Manager was introduced at the previous DDA board meeting. Ms. Wong reminded the Board that DGRI and the City had discussed the benefits of a Construction Manager for front-end planning and logistic for the Calder Plaza redesign. Pioneer construction was selected based on its high level of expertise. In response to the DDA Board meeting in December, Pioneer Construction provided a percentage of Construction Management fees for the project. In addition to overhead and profit, the percentage included insurance and payment bonds. Ms. Wong said the total construction management fee for the project was set to 6.25%, but after some conversations with Pioneer Construction, it was negotiated down to 5%. She added that Pioneer Construction will develop ideas with the design team for bid alternates to act as bid protection to assure that the final project budget is achievable. In conclusion, Ms. Wong said the excel spreadsheet that was included in the agenda packet highlighted the list of construction projects and the months when these project would begin, as well as a list of the annual events that take place on Calder.

*Motion: Rick Winn, supported by Mayor Rosalynn Bliss, moved to approve Pre-Construction Services from Pioneer Construction in an amount not to exceed \$36,000 to support Calder Plaza Redesign Phase One Improvements. Motion carried unanimously.*

7. Downtown Transit Shelters

Hank Kelley, Transportation Planning & Program Supervisor for the City of Grand Rapids said Mobile GR & Parking Services in partnership with DGRI and The Rapid were implementing improved transit stops throughout Downtown and the urban core. Kelley explained that this investment was consistent with the GR Forward Master Plan, among other guiding documents. The cost for one shelter was approximately \$10,000, if approved funding would be used to implement up to fifty (50) shelters in Downtown core. Additionally, funding approved by the Grand Rapids City Commission to The Rapid and to Mobile GR would be used to improve bus shelters outside downtown. This program would be implemented over a three-year period. Kelley said the contracts were awarded to Duo-Guard, the current manufacturer for The Rapid transit benches, that specialized in producing transit amenities. Kelley added that the project components were presented to the DGRI Goal 3 Alliance committee for

information and feedback. A map showing the stop locations and average daily boarding within the DDA were included in the agenda packet, along with images of the proposed shelters and amenities, which included solar lighting, ad panel branding and trash can. The shelters, along with ultimate maintenance responsibility, would belong to the City of Grand Rapids via the Mobile GR and Parking Services Department. Kelley added that Mobile GR is in discussion with DGRI to partner on basic maintenance such as snow and trash removal through the Downtown Ambassador program. Kelley said the shelters would include an advertising panel which would serve as a source of revenue to support future maintenance of these transit stops. Kayem Dunn asked if there would be an opportunity for electronic signage at these shelters. Kelley responded that it was included in the RFP, but received overwhelming responses in regards to the high cost, but added that Mobile GR was looking to explore that as a separate piece. She added that The Rapid and Mobile GR would continue to be responsible for updating its signs. Brian Harris asked if the shelter stops would have different branding to distinguish from the others. Kelley said the main goal of Mobile GR is to build a more humane and dignified environment for those using the transit.

*Motion: Rick Winn, supported by Kayem Dunn, moved to approve funding for an amount not to exceed \$500,000 in transit improvements with the Mobile GR & Parking Services Department. Motion carried unanimously.*

9. PA 57 of 2018 Update

Jessica Wood, Legal Counsel from Dickinson Wright PLLC, provided an overview of the Public Act 57 of 2018. Ms. Wood said the PA 57 repeals and recodifies most TIF statutes under one act, now called the Recodified Tax Increment Financing Act. The provisions of Act 57 became effective January 1, 2019. The intent is to create more transparency regarding tax increment financing (TIF) process, standardize reporting requirements across all authorities in order for the state and the public to better evaluate the effectiveness of tax increment financing programs and to give all TIF authorities an incentive to report on their TIF activities and finances regularly by establishing penalties for noncompliance. The Act establishes new general reporting requirements for all authorities with more detailed financial reporting requirements for Authorities than are already required. The Act requires that five (5) years of information be disclosed, subject to phase in. TIFAs must create a website or use existing municipal website with access to record and documents for the fiscal year. The website must contain one year of information. Then annually thereafter information shall be updated up to five (5) years. Ms. Wood noted that one of the new requirements is that all authorities must hold at least two (2) informational meetings annually. Notice must be given on website at least 14 days in advance. Rick Winn asked if the State of Downtown would be considered as an informational meeting, to which Ms. Wood replied yes. The Board thanked Ms. Wood for her presentation.

10. President & CEO Report

DDA (12/12/18)

- Approved additional funding for Division Avenue lighting
- Received an update on Calder Plaza redesign
- Received a presentation on Downtown Streetspace Guidelines
- Received a presentation and review of Monroe North activation activities

DID (10/1/18)

- Approved financial statements through 6/30/18
- Adopted FY19 budget

- Received update on summer plantings and the Clean Team
- Approved FY19 capital project expenditures

#### MNTIFA (12/12/18)

- Received a presentation on Downtown Streetspace Guidelines
- Received a presentation and review of Monroe North activation activities

#### DGRI (9/4/18)

- Received an update on The Rapid programs and projects furthering GR>> objectives
- Approved FY19 Performance Management Objectives
- Approved Clean Team contract amendment
- Discussed next steps for River governance
- Received overview of Downtown Neighbor Network

#### **Goal 1 – Reestablish the Grand River as the draw to the City and Region**

- Riverfront Trail Design Guidelines
  - Final Public Presentation occurred 11/1
  - Approval to DDA, Parks Advisory Board and City Commission to occur in 2019
  - Governance learning sessions started November 28 w/ Bronx Riverfront Alliance
- Lyon Square Opportunity Site
  - Construction documents being developed for Phase 1 (Uplands)
  - Coordination ongoing with surrounding stakeholders for Phase 2

#### **Goal 2 - Develop a true Downtown neighborhood home to a diverse population**

- Downtown Neighbor Network
  - Planning committee finalized mission, vision and goals at June meeting
  - Recommendations will be presented to Committee in July
  - Network Board/Committee seated in early 2019
- Development News
  - Studio Park
    - Ottawa extension summer 2019
    - Parking ramp September 2019
    - Theater and residential buildings summer/fall 2019
    - Hotel January 2020
  - 150 Ottawa
    - Interior build out underway
    - Warner Building will be complete spring 2019
    - Hyatt Place open summer 2019
  - 37 Ottawa and 50 Monroe
    - Tenant build out underway for tenants at 37 Ottawa. Additional space being leased.
    - Rooms being finished at AC Hotel at 50 Monroe
    - Both buildings to be complete and open spring 2019
  - 449 Bridge Street

- Utility connection complete last week and will begin “going vertical” by December
- Target completion September 2019
- Embassy Suites (Monroe North)
  - Hiring underway
  - Opening scheduled March 2019
- 601 Bond
  - Opening winter 2019
- 10 Ionia
  - Brownfield approvals received in 2018
  - Groundbreaking in January 2019
  - 18-month construction schedule
- MSU GR Research Center Phase II
  - Ground lease negotiations underway with development team
  - New building to be constructed on Michigan Street to support MSU research and health care innovation
  - Construction anticipated to begin Q4 2019 with substantial completion in late 2021

### **Goal 3 – Implement a 21st century mobility strategy**

- Bus Shelter Enhancements
  - Held Meeting with Mobile GR and Rapid staff to outline project funding and schedule
  - Initial work to begin winter 2019
  - Final install complete before end of FY2019
- Pedestrian Safety Enhancements
  - Improvements complete on Division Avenue north of Lyon
  - Keeler Building areaway reinforcement complete
  - Michigan Street crossing designs being finalized and the project will be complete spring 2019
- Division Avenue Bike Lane
  - Construction complete
  - Survey distributed and analysis ongoing
  - Extensions being discussed for 2019
- Downtown Streetspace Guidelines
  - DDA/TIFA received presentation December 2018
  - DGRI Board of Advisor to consider adoption winter 2019

### **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
  - Grant approved for Tamales Mary and Move Systems by DDA on 6/13

- Move Systems just lunched a Dunkin' cart (DNKN' GO) on Calder Plaza.
- Working with Studio C! 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
  - Target completion is September 2019
  - June 2019 is the 50th anniversary of the plaza's opening and a key organizing point for a celebratory moment
- Food Trucks
  - Extension of pilot ordinance approved by City Commission May 2018
  - Update to City Commission in December 2018
  - Final report and recommendations for ordinance January 2019
- Public Realm Improvements
  - Spring plantings completed
  - Cigarette urns being deployed in four additional locations in June 2018
  - Pilot recycling program being deployed on Monroe Center in June 2018
  - Tree plantings with FOGRP scheduled
  - Michigan/Ottawa off ramp improvements being designed
  - Sheldon Avenue Linear Park improvements complete
- Explore opportunities to beautify public plaza at Van Andel Arena
  - Consultant team beginning work 11/15
  - Exploring partnership/funding opportunities for FY2019
  - Alley activation to begin with former Art Prize installation (Ford Museum crocodiles)
- 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
  - Collaborating with UICA Exit Space to paint riverfront mural down the stairwell near the Grand Rapids Public Museum
  - Installation complete and traditional ceremony occurred 9/23
  - Exploring mural opportunities at Ottawa and Michigan off ramp
- Other items not included in the CEO Report include:
  - City Commission appointed Luis Avila to serve as a new board member for the Downtown Development Authority.

- o Food Truck Ordinance was approved by City Commission

11. Public Comment  
None

12. Board Member Discussion.  
None

13. Adjournment  
The meeting adjourned at 8:57am



# MEMORANDUM

CITY OF GRAND RAPIDS · DOWNTOWN DEVELOPMENT AUTHORITY

**Agenda Item 3.  
February 13, 2019  
DDA Meeting**

DATE: February 5, 2019

TO: Brian Harris  
Chairman

FROM: Jana M. Wallace  
Downtown Development Authority Treasurer

**SUBJECT: FY2019 Interim Financial Statements as of January 31, 2019**

Attached are the Authority's interim financial statements for the first seven months of its fiscal year ending June 30, 2019. The attached statements include:

- Statement A: Balance Sheet
- Statement B: Comparison of FY2019 Budget vs Actual Results
- Statement C: Statement of Project Expenditures
- Statement D: Schedule of January, 2019 Expenditures
- Statement E: DDA Series 2017 Bond Proceeds Statements

In January principal and interest payments were paid for the Authority's half of the City County Joint Building Authority debt which was issued in partial support for the DeVos Place construction costs. Otherwise, there was no unusual financial activity in January.

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

Attachments

# STATEMENT A

## DOWNTOWN DEVELOPMENT AUTHORITY

### Balance Sheet

As of January 31, 2019

	Non-Tax Funds	Debt Increment	Local Tax Increment	TOTAL
<b>ASSETS</b>				
Pooled Cash and Investments	\$ 5,235,934	\$ 7,875,353	\$ 8,727,115	\$ 21,838,402
Petty Cash	-	-	500	500
Debt Service Reserve - Series 1994 Bonds	-	864,374	-	864,374
Loan Receivable - Project Developer	488,848	-	-	488,848
General Fixed Assets	-	-	87,946,535	87,946,535
Accumulated Depreciation on Fixed Assets	-	-	(54,924,734)	(54,924,734)
Future Tax Increment Revenues Anticipated	-	24,844,554	30,250	24,874,804
<b>TOTAL ASSETS</b>	<b>\$ 5,724,782</b>	<b>\$ 33,584,281</b>	<b>\$ 41,779,666</b>	<b>\$ 81,088,729</b>
<b>LIABILITIES AND FUND EQUITY</b>				
<b>Liabilities</b>				
Current Liabilities	\$ -	\$ -	\$ 27	\$ 27
Current Year Excess Capture	-	1,916,130	-	1,916,130
Deposit - Area 4 Developer Damage	1,000	-	-	1,000
Prior Year Property Tax Appeals	-	98,202	97,932	196,134
Deferred Revenue - Developer Loan	488,848	-	-	488,848
Contract Payable	-	-	30,250	30,250
Bonds Payable	-	24,844,554	-	24,844,554
<b>TOTAL LIABILITIES</b>	<b>489,848</b>	<b>26,858,886</b>	<b>128,209</b>	<b>27,476,943</b>
<b>Fund Balance / Equity:</b>				
Investments in General Fixed Assets, net of Accumulated Depreciation	-	-	33,021,801	33,021,801
Debt Service Reserve - Series 1994 Bonds	-	864,374	-	864,374
Non-Tax Increment Reserve	4,699,352	-	-	4,699,352
Reserve for Authorized Projects	-	-	8,496,652	8,496,652
Reserve for Brownfield Series 2012A Bonds	531,291	-	-	531,291
Reserve for Compensated Absences	-	-	12,229	12,229
Reserve for Eligible Obligations	-	5,861,021	-	5,861,021
Reserve for Encumbrances	4,291	-	120,775	125,066
<b>TOTAL FUND EQUITY</b>	<b>5,234,934</b>	<b>6,725,395</b>	<b>41,651,457</b>	<b>53,611,786</b>
<b>TOTAL LIABILITIES &amp; FUND EQUITY</b>	<b>\$ 5,724,782</b>	<b>\$ 33,584,281</b>	<b>\$ 41,779,666</b>	<b>\$ 81,088,729</b>

## STATEMENT B

### DOWNTOWN DEVELOPMENT AUTHORITY Comparison of FY2019 Budget vs Actual Results July 1, 2018 - January 31, 2019

	Non-Tax Funds		Debt Tax Increment		Local Tax Increment	
	Budget	Actual	Budget	Actual	Budget	Actual
<b>REVENUES</b>						
Property Tax Increment - General	\$ -	\$ -	\$ 8,254,822	\$ 9,560,001 <sup>1</sup>	\$ 5,672,682	\$ 5,761,459
Property Tax Increment - Transit Millage	-	-	-	-	522,053	522,053
Property Tax Increment - Prior Year Appeals	-	-	(75,000)	5,329	(75,000)	2,844
Property Tax Increment - County/GRCC/City/ITP Rebates	-	-	-	-	(619,474)	-
Special Assessments - Areaway	15,000	258	-	-	-	-
Brownfield Authority - Grandville Avenue	-	-	-	-	28,398	-
Earnings from Investments - General	51,977	26,583	8,616	774	70,703	24,400
Earnings from Investments - Multi-Year Accrual Reversal	-	32,842	-	28,792	-	52,661
Interest Paid by Developer - The Gallery on Fulton Note	21,998	-	-	-	-	-
Property Rental - DASH Parking Lots	225,127	193,575	-	-	-	-
Property Rentals - YMCA Customer Parking	52,545	29,575	-	-	-	-
Event Sponsorships and Fees	75,000	24,905	-	-	-	-
Valent-ICE Sculpture Reimbursements	25,000	9,625	-	-	-	-
Contributions - Lyon Square Project	-	-	-	-	-	125,000
Principal Repayments - The Gallery on Fulton Note	100,000	-	-	-	-	-
Series 1994 Debt Service Reserve Fund	-	-	845,000	-	-	-
Reimbursement - GRKCCAA for Arena Exterior Improvs	-	-	-	-	-	59,851
Reimbursements and Fees - Miscellaneous	1,000	2,300	-	-	5,000	1,448
From / (To) Fund Balance	828,709	-	(384,238)	-	4,097,793	-
<b>TOTAL REVENUES</b>	<b>\$ 1,396,356</b>	<b>\$ 319,663</b>	<b>\$ 8,649,200</b>	<b>\$ 9,594,896</b>	<b>\$ 9,702,155</b>	<b>\$ 6,549,716</b>
<b>EXPENDITURES</b>						
<b><u>GR Forward Projects:</u></b>						
Goal #1: Restore the River as the Draw and Create a Connected and Equitable River Corridor	\$ 45,000	\$ 1,975	\$ -	\$ -	\$ 2,013,000	\$ 130,210
Goal #2: Create a True Downtown Neighborhood Which is Home to a Diverse Population	150,000	-	-	-	2,340,000	1,169,307
Goal #3: Implement a 21st Century Mobility Strategy	40,000	-	-	-	2,100,000	210,901
Goal #4: Expand Job Opportunities and Ensure Continued Vitality of the Local Economy	25,000	13,866	-	-	150,000	1,892
Goal #5: Reinvest in Public Space, Culture, and Inclusive Programming	1,131,000	462,563	-	-	1,425,000	230,384
<b>Total GR Forward Projects</b>	<b>\$ 1,391,000</b>	<b>\$ 478,404</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 8,028,000</b>	<b>\$ 1,742,694</b>
Administration	5,356	834	-	-	1,257,898	673,727
Debt Service for Bond Issues	-	-	7,649,200	607,100	416,257	386,758
Estimated Capture to be Returned	-	-	1,000,000	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,396,356</b>	<b>\$ 479,238</b>	<b>\$ 8,649,200</b>	<b>\$ 607,100</b>	<b>\$ 9,702,155</b>	<b>\$ 2,803,179</b>
<b>EXCESS / (DEFICIT)</b>	<b>\$ -</b>	<b>\$ (159,575)</b>	<b>\$ -</b>	<b>\$ 8,987,796</b>	<b>\$ -</b>	<b>\$ 3,746,537</b>

Note 1: Budgeted and Actual captured tax increment revenues here are 90% of the Authority's legal capture authority, per the FY2019-2023 Priority Plan.

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**STATEMENT C**

**DOWNTOWN DEVELOPMENT AUTHORITY**  
**Statement of FY2019 Project Expenditures**  
**As of January 31, 2019**

Project Name	FY2019 Project Budgets		Expenditures		Remaining FY2019 Budgets
	%	Amount	Month	Fiscal Year	
River Trail Improvements		\$ 100,000	\$ -	\$ 45,764	\$ 54,236
Sheldon Blvd - Weston to Cherry Street		497,204	140,211	440,534	56,670
<b>GRForward Goal # 1 - Bond Proceeds</b>	<b>5.96%</b>	<b>\$ 597,204</b>	<b>\$ 140,211</b>	<b>\$ 486,298</b>	<b>\$ 110,906</b>
Arena South Implementation		50,000	8,438	10,500	39,500
Downtown Plan - Local Tax Increment Fund		325,000	41,101	70,555	254,445
Grand River Activation		400,000	-	-	400,000
Lyon Square Improvements		288,000	-	5,464	282,536
Parks Design		700,000	25,419	53,785	646,215
Pearl Street Gateway Enhancements		100,000	-	(10,094)	110,094
State Street & Bostwick Ave Reconstruction		150,000	-	-	150,000
<b>GRForward Goal # 1 - Local Tax Increment</b>	<b>20.10%</b>	<b>\$ 2,013,000</b>	<b>\$ 74,958</b>	<b>\$ 130,210</b>	<b>\$ 1,882,790</b>
Downtown Plan - Non-Tax Increment Fund		20,000	-	-	20,000
Downtown Speakers Series		10,000	300	1,600	8,400
Riverwalk Maintenance		15,000	-	375	14,625
<b>GRForward Goal # 1 - Non-Tax Increment</b>	<b>0.45%</b>	<b>\$ 45,000</b>	<b>\$ 300</b>	<b>\$ 1,975</b>	<b>\$ 43,025</b>
Affordable Housing Support		250,000	-	-	250,000
Development Project Guidance		90,000	-	2,332	87,668
Development Project Reimbursements		1,300,000	-	933,598	366,402
Downtown Census		15,000	-	-	15,000
Downtown Enhancement Grants		485,000	-	49,713	435,287
Weston Street - Sheldon to LaGrave Ave		200,000	24,186	183,664	16,336
<b>GRForward Goal # 2 - Local Tax Increment</b>	<b>23.36%</b>	<b>\$ 2,340,000</b>	<b>\$ 24,186</b>	<b>\$ 1,169,307</b>	<b>\$ 1,170,693</b>
Heartside Public Restroom Operations		150,000	-	-	150,000
<b>GRForward Goal # 2 - Non-Tax Increment</b>	<b>1.50%</b>	<b>\$ 150,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 150,000</b>
Accessibility and Mobility Repairs		100,000	-	-	100,000
Bicycle Friendly Improvements		250,000	10,694	56,822	193,178
DASH North Shuttle Services		100,000	8,333	41,665	58,335
Grandville Ave Area Improvements		50,000	-	-	50,000
Michigan / Ottawa Gateway		50,000	-	-	50,000
New Downtown Circulator Infrastructure		500,000	-	-	500,000
Public Realm Improvements		325,000	15,602	41,891	283,109
Streetscape Improv - CBD/Heartside/Arena S		650,000	17,867	35,648	614,352
Wayfinding System Improvements		75,000	-	34,875	40,125
<b>GRForward Goal # 3 - Local Tax Increment</b>	<b>20.97%</b>	<b>\$ 2,100,000</b>	<b>\$ 52,496</b>	<b>\$ 210,901</b>	<b>\$ 1,889,099</b>
Transportation Demand Mgmt Program		40,000	-	-	40,000
<b>GRForward Goal # 3 - Non-Tax Increment</b>	<b>0.40%</b>	<b>\$ 40,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 40,000</b>
Econ Devel - Minority/Women Business Enterprises		150,000	-	1,892	148,108
<b>GRForward Goal # 4 - Local Tax Increment</b>	<b>1.50%</b>	<b>\$ 150,000</b>	<b>\$ -</b>	<b>\$ 1,892</b>	<b>\$ 148,108</b>
Downtown Workforce Programs		25,000	-	13,866	11,134
<b>GRForward Goal # 4 - Non-Tax Increment</b>	<b>0.25%</b>	<b>\$ 25,000</b>	<b>\$ -</b>	<b>\$ 13,866</b>	<b>\$ 11,134</b>
Downtown Marketing & Inclusion		400,000	22,553	131,093	268,907
Downtown Tree Plantings		150,000	-	76,894	73,106
Heartside Public Restroom Facilities Construction		150,000	-	-	150,000
Public Space Activation		-	-	408	(408)
Sheldon Blvd - Weston to Cherry Street		400,000	-	-	400,000
Snowmelt System Repairs / Investigation		50,000	60	10,988	39,012
State of Downtown Event and Annual Reports		25,000	3,887	3,887	21,113
Urban Recreation Improvements		250,000	-	7,114	242,886
<b>GRForward Goal # 5 - Local Tax Increment</b>	<b>14.23%</b>	<b>\$ 1,425,000</b>	<b>\$ 26,500</b>	<b>\$ 230,384</b>	<b>\$ 1,194,616</b>
Bridge Lighting Operations		10,000	-	-	10,000
DGRI Event Production		325,000	7,713	138,557	186,443
Diversity / Inclusion Programming		45,000	12,375	27,500	17,500
Downtown Ambassadors		209,000	26,691	62,913	146,087
Educational Partnerships Initiatives		5,000	-	-	5,000
Experience - Miscellaneous		50,000	11,550	19,277	30,723
Holiday Décor Program		55,000	53,465	58,137	(3,137)
Major Event Sponsorship		70,000	2,500	17,632	52,368
Police Foot Patrols		35,000	-	-	35,000
Project and Fixed Asset Maintenance		25,000	1,005	4,833	20,167
Public Space Activation		65,000	1,610	61,909	3,091
Rosa Parks Circle Skating Operations		40,000	-	-	40,000
Special Events - Grants		25,000	-	14,415	10,585
Special Events - Office of		50,000	-	-	50,000
Special Events - Training Program		5,000	-	1,500	3,500
Stakeholder Engagement Programs		35,000	200	12,028	22,972
Ticketed Events - Police Services		80,000	13,647	43,862	36,138
Winter Avenue Building Lease		2,000	-	-	2,000
<b>GRForward Goal # 5 - Non-Tax Increment</b>	<b>11.29%</b>	<b>\$ 1,131,000</b>	<b>\$ 130,756</b>	<b>\$ 462,563</b>	<b>\$ 668,437</b>
<b>TOTAL</b>	<b>100.00%</b>	<b>\$ 10,016,204</b>	<b>\$ 449,407</b>	<b>\$ 2,707,396</b>	<b>\$ 7,308,808</b>

# STATEMENT D

## DOWNTOWN DEVELOPMENT AUTHORITY Schedule of FY2019 Expenditures January, 2019

Source	Date Posted	Vendor	Purpose / Project	Description	Amount
Local	1/9/2019	City/County Joint Bldg Authority	CCJBA Series 2013B - DeVos Place Bonds	Annual principal payment	\$ 265,000.00
Bonds	1/24/2019	Wyoming Excavators Inc	Sheldon Blvd - Weston to Cherry Street	15096-Sheldon, Weston-Fulton (#1509610)	84,056.75
Local	1/31/2019	Paychex	Administration	DDA Payroll Wages, 401, Taxes - January 2019	70,317.10
Bonds	1/13/2019	Wyoming Excavators Inc	Sheldon Blvd - Weston to Cherry Street	15096-Sheldon, Weston-Fulton (#1509608)	56,154.36
Local	1/9/2019	City/County Joint Bldg Authority	CCJBA Series 2013B - DeVos Place Bonds	Semi-annual interest payment	31,600.00
Local	1/17/2019	Payroll Re-Allocation Entry	Downtown Plan - Local Tax Increment Fund	Reallocate p/r from admin to project 7/1-12/14/18	28,465.65
Non-Tax	1/9/2019	Mydatt Svc Inc dba Block by Block	Downtown Ambassadors	Downtown Ambassadors 12/2018	26,385.55
Local	1/17/2019	State of Michigan	Weston Street - Sheldon to LaGrave Ave	14056-Weston, Sheldon to LaGrave (#120418-14056)	24,186.42
Local	1/9/2019	Priority Health	Administration	Health Insurance Premium 1/1/19	22,454.63
Local	1/17/2019	Payroll Re-Allocation Entry	Downtown Marketing & Inclusion	Reallocate p/r from admin to project 7/1-12/14/18	17,544.23
Non-Tax	1/3/2019	Michigan Landscape Services	Holiday Décor Program	Installation at various locations 12/2018	14,428.00
Local	1/17/2019	Payroll Re-Allocation Entry	Streetscape Improv - CBD/Heartside/Arena S	Reallocate p/r from admin to project 7/1-12/14/18	14,124.22
Local	1/6/2019	Progressive Architecture	Parks Design	18028-Calder Plaza Redesign (#00170731)	13,170.40
Local	1/17/2019	Payroll Re-Allocation Entry	Parks Design	Reallocate p/r from admin to project 7/1-12/14/18	12,193.19
Local	1/22/2019	Cycle Safe Inc USA	Bicycle Friendly Improvements	Supplies for Bike Repair Stations 12/2018	10,694.00
Local	1/9/2019	Friends of Grand Rapids Parks	Downtown Plan - Local Tax Increment Fund	Community Survey Research	10,000.00
Local	1/22/2019	MKSK INC	Public Realm Improvements	Van Andel Arena Plaza / Alley Concept refinement	10,000.00
Non-Tax	1/8/2019	City Treasurer - Police Dept	Ticketed Events - Police Services	VANANDEL OVERTIME FOR NOVEMBER 2018	8,930.56
Local	1/17/2019	Payroll Re-Allocation Entry	Arena South Implementation	Reallocate p/r from admin to project 7/1-12/14/18	8,396.88
Local	1/24/2019	City Treasurer - MobileGR/Parking	DASH North Shuttle Services	DECEMBER 2018 DASH BUS-NORTH	8,333.00
Local	1/3/2019	City Treasurer - Budget Office	Administration	Support services allocation - January, 2019	8,230.00
Non-Tax	1/6/2019	Michigan Landscape Services	Holiday Décor Program	Installation at various locations 12/2018	8,000.00
Non-Tax	1/3/2019	Michigan Landscape Services	Holiday Décor Program	Installation at various locations 12/2018	7,750.00
Non-Tax	1/3/2019	Haarsma Ventures LLC	Experience - Miscellaneous	Services: Holiday Tree Lighting Installation 2018	6,550.00
Local	1/9/2019	Federal Square Bldg Co. #1, LLC	Administration	Office Lease: 29 Pearl Street 01/2019	5,728.56
Non-Tax	1/22/2019	Calvin College	Experience - Miscellaneous	Belonging Project Phase 1 R&D of index survey	5,000.00
Non-Tax	1/8/2019	City Treasurer - Police Dept	Ticketed Events - Police Services	DEVOS GRPD OVERTIME FOR NOVEMBER 2018	4,716.48
Non-Tax	1/3/2019	Michigan Landscape Services	Holiday Décor Program	Installation at various locations 12/2018	4,589.00
Local	1/9/2019	McAlvey Merchant & Associates	Administration	Governmental Consulting 12/18	4,500.00
Local	1/24/2019	Williams & Works Inc	Public Realm Improvements	Prelim boundary/topograph1 - Ottawa Ave Gateway	4,429.28
Non-Tax	1/3/2019	Michigan Landscape Services	Holiday Décor Program	Installation at various locations 12/2018	4,320.00
Non-Tax	1/22/2019	Castle Party Rentals LLC	DGRI Event Production	Rental Supplies for World of Winter 2019	4,152.50
Non-Tax	1/22/2019	Fridah Kanini	Diversity / Inclusion Programming	Sponsorship for A Glimpse of Africa Festival 2019	4,000.00
Non-Tax	1/7/2019	AKA Entertainment LLC	Diversity / Inclusion Programming	Filipino Lantern Workshop/Celebration 2018	3,875.00
Local	1/7/2019	Kamminga & Roodvoets Inc	Streetscape Improv - CBD/Heartside/Arena S	16065-Newberry-Monroe to Division (#1606507)	3,672.59
Non-Tax	1/3/2019	Michigan Landscape Services	Holiday Décor Program	Installation at various locations 12/2018	3,180.00
Non-Tax	1/3/2019	West Michigan Hispanic Chamber	Diversity / Inclusion Programming	Awards Gala Sponsorship FY2018	3,000.00
Non-Tax	1/7/2019	Michigan Landscape Services	Holiday Décor Program	Installation at various locations 12/2018	2,906.00
Non-Tax	1/9/2019	Jessica Ann Tyson	Major Event Sponsorship	Grand Rapids Legacy Luncheon 2019	2,500.00
Local	1/9/2019	Nederveld, Inc	Downtown Plan - Local Tax Increment Fund	Design Services: Streetscape 11/16/18 to 12/15/18	2,484.00
Non-Tax	1/7/2019	Michigan Landscape Services	Holiday Décor Program	Installation at various locations 12/2018	1,943.00
Local	1/24/2019	City Treasurer - Office of the Mayor	Diversity / Inclusion Programming	DGRI-DDA sponsorship of State of the City event	1,500.00
Local	1/3/2019	Grand Rapids Public Schools	Downtown Marketing & Inclusion	Advertisement: We are GR Winter 2019	1,500.00
Non-Tax	1/29/2019	Journal Entry	Diversity / Inclusion Programming	Correct JV 19001059 - move fr Fund 2483 to Fund 2484	1,500.00
Non-Tax	1/7/2019	Michigan Landscape Services	Holiday Décor Program	Installation at various locations 12/2018	1,470.00
Non-Tax	1/7/2019	Michigan Landscape Services	Holiday Décor Program	Installation at various locations 12/2018	1,360.00
Local	1/3/2019	Holland Litho Service Inc	State of Dntn Event & Annual Reports	Printing Services: Annual Report 2018	1,288.65
Local	1/8/2019	Fifth Third Bank P-Card - 12/2018	Downtown Marketing & Inclusion	Marketing and Social Media	1,279.30
Non-Tax	1/7/2019	Michigan Landscape Services	Holiday Décor Program	Installation at various locations 12/2018	1,245.00
Local	1/2/2019	TGG, Inc.	Administration	Life & S/T & L/T disability insurance - 01/2019	1,201.04
Local	1/3/2019	Holland Litho Service Inc	State of Dntn Event & Annual Reports	Printing Services: Annual Report 2018	1,193.42
Local	1/12/2019	City of Grand Rapids	Administration	Staff services - payroll period ended 01/12/2019	1,192.36
Non-Tax	1/16/2019	Landscape Forms Inc	Project and Fixed Asset Maintenance	Monroe Center Seat Replacement	1,005.00
Local	1/3/2019	City Treasurer - MobileGR/Parking	Public Realm Improvements	OCTOBER 2018 PARKING HOODED METERS	1,000.00
Non-Tax	1/16/2019	Bazen Electric	DGRI Event Production	Installed light pole receptacles at Ah Nab Awen 10/11/18	995.00
Local	1/29/2019	TGG, Inc.	Administration	Life & S/T & L/T disability insurance - 02/01-02/28/19	922.39
Non-Tax	1/8/2019	Fifth Third Bank P-Card - 12/2018	Public Space Activation	Ice Rink, Women & City Building and Relax at Rosa	910.43
Local	1/2/2019	The KR Group, Inc.	Administration	IT services 01/2019	791.90
Local	1/9/2019	Revue Holding 1	Downtown Marketing & Inclusion	Advertising: DGRI Events 01/01/19	772.00
Non-Tax	1/3/2019	Michigan Landscape Services	Holiday Décor Program	Installation at various locations 12/2018	731.00
Local	1/8/2019	Fifth Third Bank P-Card - 12/2018	Administration	Mark Miller AIA Membership Renewal Fee	721.00
Non-Tax	1/9/2019	Bazen Electric	Holiday Décor Program	Repaired circuit and GFI's for lighting	690.50
Non-Tax	1/16/2019	Bazen Electric	Holiday Décor Program	Repaired outlet, lightpole, receptacles for lighting 12/4/18	630.64
Local	1/2/2019	Blue Cross Blue Shield of Mich	Administration	Dental Insurance Premium 01-2019	601.37
Local	1/7/2019	Matrix Edutainment, Inc.	State of Dntn Event & Annual Reports	Award Cube FY2018	585.00
Non-Tax	1/8/2019	Fifth Third Bank P-Card - 12/2018	DGRI Event Production	Services for World of Winter	555.00
Non-Tax	1/8/2019	Fifth Third Bank P-Card - 12/2018	DGRI Event Production	Storage for Special Events Supply	519.85
Non-Tax	1/9/2019	Lisa Dietzen	DGRI Event Production	Presentation Appearance for Relax at Rosa	500.00
Local	1/31/2019	Paychex	Administration	DDA Payroll Paychex Fee - January 2019	486.35
Local	1/9/2019	GreatAmerica Financial Svcs Corp	Administration	Copier Lease 01/10/19	480.11
Local	1/9/2019	Federal Square Bldg Co. #1, LLC	Administration	Office Lease: 29 Pearl Street Mezz Office 01/2019	475.14

continued on the next page

**STATEMENT D - continued**  
**DOWNTOWN DEVELOPMENT AUTHORITY**  
**Schedule of Expenditures - FY2019**  
**January, 2019**

Page 2

Source	Date Posted	Vendor	Activity # Purpose / Project	Description	Amount
<i>continued from previous page</i>					
Local	1/9/2019	Professional Maint of Michigan Inc.	Administration	Janitorial services 12/2018	\$ 471.18
Local	1/8/2019	Fifth Third Bank P-Card - 12/2018	Administration	Office Supplies	469.27
Local	1/3/2019	Grand Rapids Kids LC	Downtown Marketing & Inclusion	Advertising: 01/2019 Issue of GR Family Fun Guide	455.00
Local	1/7/2019	Holland Litho Service Inc	State of Dntn Event & Annual Reports	Printing Services: Annual Report 2018	454.73
Non-Tax	1/22/2019	Kyle DeGross	Public Space Activation	Ice Rink Painted Chair	400.00
Local	1/7/2019	GR Area Chamber of Commerce	Administration	Membership Dues 2019	395.95
Local	1/7/2019	Matrix Edutainment, Inc.	State of Dntn Event & Annual Reports	Award Cube for State of Downtown FY2018	365.00
Local	1/8/2019	Fifth Third Bank P-Card - 12/2018	Administration	Staff Holiday Outing/Lunch	363.98
Local	1/9/2019	Z2 Systems Inc	Downtown Marketing & Inclusion	NeonCRM Monthly cloud-based software 12/2018	350.00
Non-Tax	1/3/2019	GR Area Chamber of Commerce	Downtown Speakers Series	Room rental for Bronx River Alliance 2018	300.00
Non-Tax	1/22/2019	Hannah Renee Berry	Public Space Activation	Art Consultation for RAD Women 2019	300.00
Local	1/22/2019	Blue Cross Blue Shield of Mich	Administration	Dental Insurance Premium 02/01/19-02/28/19	290.61
Non-Tax	1/8/2019	Fifth Third Bank P-Card - 12/2018	DGRI Event Production	Supplies World of Winter and Light Up Downtown	271.57
Local	1/7/2019	Matrix Edutainment, Inc.	Administration	DDA Board member resignation plaque 12/18	255.00
Non-Tax	1/7/2019	Swift Printing & Communications	DGRI Event Production	Mktg: HHHH Registration Flyers 12/2018	248.93
Local	1/16/2019	TDS Metrocom, LLC	Administration	Phone Service 01/2019	248.40
Local	1/22/2019	MVP Sportsplex - GR, LLC	Administration	Paid via Payroll Deductions 11/2018	232.82
Non-Tax	1/22/2019	Kerkstra Portable Restroom Svc Inc	DGRI Event Production	Portable Restrooms Monroe Lot 12/31/2018	230.00
Local	1/3/2019	Swift Printing & Communications	Downtown Marketing & Inclusion	Marketing: Black History Walking Tour Handbill 12/2018	227.02
Non-Tax	1/9/2019	Bazen Electric	Holiday Décor Program	Repaired outlet, lightpole, receptacles for lighting	222.35
Local	1/22/2019	Federal Square Bldg Co. #1, LLC	Administration	Utility Service: Electricity 12/2018-01/2019	218.83
Local	1/31/2019	Paychex	Administration	DDA Payroll HRS fees - January 2019	214.62
Non-Tax	1/16/2019	Creative Studio Promotions	DGRI Event Production	Supplies: DGRI Events 08/2018	209.60
Local	1/9/2019	The KR Group, Inc.	Administration	IT services 12/2018	207.08
Non-Tax	1/8/2019	Fifth Third Bank P-Card - 12/2018	Stakeholder Engagement Programs	Lunch-Downtown Residents Redesign Workshops	200.04
Non-Tax	1/8/2019	Fifth Third Bank P-Card - 12/2018	Administration	DDA Board Members Thank you Gift Cards	200.00
Local	1/8/2019	Fifth Third Bank P-Card - 12/2018	Administration	Repairs Services- Office	199.54
Local	1/7/2019	Federal Square Bldg Co. #1, LLC	Administration	Utility Service: Electricity 11/2018-12/2018	190.29
Non-Tax	1/2/2019	Andy Guy	Administration	Meals for prof'l developmt and business recruiting	184.70
Local	1/29/2019	Cellco Partnership dba Verizon	Administration	Cell Phone Service 12/18-01/19	184.42
Non-Tax	1/16/2019	Matrix Edutainment, Inc.	Downtown Ambassadors	Custom Crystal Cube - 2018 Ambassador of the Year	145.00
Local	1/17/2019	Payroll Re-Allocation Entry	Downtown Plan - Local Tax Increment Fund	Reallocate p/r from admin to project 7/1-12/14/18	142.41
Local	1/24/2019	City Treasurer - MobileGR/Parking	Public Realm Improvements	Evergreen Ldsccps/DGRI OCT 2018 HOODED METERS	130.00
Local	1/9/2019	Comcast	Administration	Internet at 29 Pearl St NW 01/07/19 to 02/06/19	128.17
Local	1/8/2019	Fifth Third Bank P-Card - 12/2018	Administration	CEO- Conference Registration Fee	125.00
Local	1/9/2019	Swift Printing & Communications	Downtown Marketing & Inclusion	Event Supplies: Ice Rink	107.80
Local	1/16/2019	Mighty Co.	Downtown Marketing & Inclusion	Website Hosting & Web Fonts 01/19-03/19	105.00
Local	1/3/2019	Vias, LLC	Downtown Marketing & Inclusion	Translations Services- 12/2018	100.00
Local	1/17/2019	Payroll Re-Allocation Entry	Downtown Marketing & Inclusion	Reallocate p/r from admin to project 7/1-12/14/18	87.20
Local	1/16/2019	Madcap Coffee Company	Administration	Meeting Supplies 01/07/2019	87.03
Non-Tax	1/2/2019	Andy Guy	Administration	Mileage/parking 9/06/18 trip to Lansing for DID education	83.80
Local	1/16/2019	Engineered Protection Systems Inc	Administration	Office Security System 02/01/19-04/30/19	73.41
Local	1/17/2019	Payroll Re-Allocation Entry	Streetscape Improv - CBD/Heartside/Arena S	Reallocate p/r from admin to project 7/1-12/14/18	70.66
Local	1/16/2019	Geotech Inc	Snowmelt System Repairs / Investigation	Snowmelt System O&M 12/2018	59.75
Non-Tax	1/24/2019	DTE Energy	Downtown Ambassadors	9100 258 89908 19/01	59.41
Local	1/17/2019	Payroll Re-Allocation Entry	Parks Design	Reallocate p/r from admin to project 7/1-12/14/18	54.98
Non-Tax	1/3/2019	Consumers Energy 1	Downtown Ambassadors	1030 2027 1245 18/12	52.85
Non-Tax	1/18/2019	City Treasurer - MobileGR/Parking	Downtown Ambassadors	JANUARY 2019 MONTHLY PARKING BILLING	48.00
Local	1/16/2019	Staples Contract & Commercial Inc.	Administration	Office supplies 12/07/18	43.59
Local	1/9/2019	Madcap Coffee Company	Administration	Meeting Supplies 12/18	43.52
Local	1/9/2019	Icon Sign Company, LLC	Public Realm Improvements	Recycling Program - stickers for cans on Sheldon	42.63
Local	1/17/2019	Payroll Re-Allocation Entry	Arena South Implementation	Reallocate p/r from admin to project 7/1-12/14/18	42.01
Local	1/2/2019	Gordon Water Systems	Administration	Water Cooler Lease 11/2018	40.86
Local	1/16/2019	Staples Contract & Commercial Inc.	Administration	Office supplies 12/12/18	37.11
Local	1/3/2019	Model Coverall Sv Inc	Administration	Floor Mat Rental 12/17/18	36.12
Local	1/2/2019	Andy Guy	Administration	GR Area Chamber Event Registration	25.00
Local	1/16/2019	Swift Printing & Communications	Downtown Marketing & Inclusion	Event Supplies: Pop Up Ice Rink 2019	25.00
Non-Tax	1/9/2019	Curtis Laundry & Dry Cleaners, Inc.	DGRI Event Production	Supplies Maintenance 12/18	22.75
Local	1/2/2019	Andy Guy	Administration	Classic Office Products, calendar	22.74
Local	1/9/2019	Fusion IT LLC	Administration	Network Management 01/2019	9.50
Local	1/16/2019	Fusion IT LLC	Administration	Network Management 12/2019	9.50
Local	1/8/2019	Fifth Third Bank P-Card - 12/2018	Downtown Plan - Local Tax Increment Fund	Postage Fee: Flyers sent to Bronx River Alliance	8.75
Local	1/16/2019	Staples Contract & Commercial Inc.	Administration	Office supplies 12/12/18	7.75
Non-Tax	1/8/2019	Fifth Third Bank P-Card - 12/2018	DGRI Event Production	Postage Fee: DGRI Events	7.30
Local	1/16/2019	Staples Contract & Commercial Inc.	Administration	Office supplies 12/12/18	6.17
Local	1/14/2019	City of Grand Rapids	Administration	Reclassify payroll-related expenditure	(33.00)
Local	1/17/2019	Payroll Re-Allocation Entry	Administration	Reallocate p/r from admin to project 7/1-12/14/18	(821.62)
Local	1/29/2019	Journal Entry	Diversity / Inclusion Programming	Correct JV 19001059 - move fr Fund 2483 to Fund 2484	(1,500.00)
Local	1/17/2019	Payroll Re-Allocation Entry	Administration	Reallocate p/r from admin to project 7/1-12/14/18	(168,399.43)
<b>TOTAL JANUARY, 2019 EXPENDITURES</b>					<b>\$ 699,961.45</b>

**STATEMENT E**  
**DOWNTOWN DEVELOPMENT AUTHORITY**  
**Series 2017 Improvement & Refunding Bonds**

**Balance Sheet**  
**As of January 31, 2019**

<b>Assets - Pooled Cash and Investments</b>	<b>\$ 186,355</b>
<b>Liabilities and Fund Balance</b>	
Current Liabilities	\$ -
Reserved for Projects	186,355
<b>Liabilities and Fund Balance</b>	<b>\$ 186,355</b>

**Statement of FY2019 Revenues and Expenditures**  
**July 1, 2018 through January 31, 2019**

	<u>Budget</u>	<u>Actual</u>
<b>REVENUES</b>		
Bond Proceeds	\$ - <sup>1</sup>	\$ -
Interest Earned	2,956	700
From / (To) Fund Balance	594,248	-
<b>Total Revenues</b>	<b>\$ 597,204</b>	<b>\$ 700</b>
<b>EXPENDITURES</b>		
<b>GR Forward Projects:</b>		
Goal #1: Restore the River as the Draw and Create a Connected and Equitable River Corridor		
River Trail Improvements	\$ 100,000	\$ 45,764
Michigan Street Streetscape Improvements	-	-
Sheldon Blvd - Weston to Cherry Street	497,204	440,534
<b>Total GR Forward Project Expenditures</b>	<b>\$ 597,204</b>	<b>\$ 486,298</b>
<b>Excess / (Deficit)</b>	<b>\$ -</b>	<b>\$ (485,598)</b>

Note 1: \$1,250,808 from bond proceeds was deposited on March 8, 2017.

# MEMORANDUM

DOWNTOWN  
DEVELOPMENT  
AUTHORITY



DATE: February 8, 2019

TO: Downtown Development Authority

FROM: Tim Kelly, AICP  
President & CEO

Agenda Item #4  
February 13, 2019  
DDA Meeting

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

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

On March 13, 2013, the DDA Board of Directors authorized the implementation of the Downtown Grand Rapids, Inc. (DGRI) organizational model and plan for execution. Since that time, DGRI has operated as the singular management entity for the combined operations of the DDA, the DID, and the Monroe North TIFA (MNTIFA).

On September 23, 2013, the DDA and DGRI entered into a Services Agreement (the “Agreement”) pursuant to which DGRI agreed to perform certain services for the DDA. The Agreement articulates and formalizes the operating relationships between the DDA and DGRI. The initial term of the Agreement was extended in May 2015, and leadership from the DGRI Board of Advisors is seeking to renew the term pursuant to the provisions of the Agreement for an additional three years, commencing January 1, 2019 through June 30, 2022.

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





## **RESTATED DDA SERVICES AGREEMENT**

**THIS RESTATED DDA SERVICES AGREEMENT** (the “Agreement”) is made as of February 14, 2019, by and between the **CITY OF GRAND RAPIDS DOWNTOWN DEVELOPMENT AUTHORITY**, a statutory authority created by the City of Grand Rapids, Michigan (the “City”), pursuant to the Downtown Development Authority Act, Act 197 of the Public Acts of Michigan of 1975, as amended and re-adopted in Act 57 of the Public Acts of Michigan of 2018 (collectively “Act 57”), and action of the City Commission (the “City Commission”) of the City (the “DDA”), of 29 Pearl Street, N.W., Grand Rapids, Michigan, and **DOWNTOWN GRAND RAPIDS, INC.**, a Michigan non-profit corporation created pursuant to the Nonprofit Corporation Act, Act 162 of the Public Act of Michigan of 1982, as amended (“Act 162”), (“DGRI”), of 29 Pearl Street, N.W., Grand Rapids, Michigan.

### **RECITALS**

A. Pursuant to the provisions of Act 57, the City Commission created the DDA for the purpose of halting property value deterioration and increasing property tax valuation, eliminating the causes of deterioration and promoting economic growth in the downtown area of the City.

B. The DDA is governed by a board ( the “DDA Board”) appointed by the City’s Mayor and confirmed by the City Commission, which operates within a defined district in downtown Grand Rapids, as amended and as may be amended from time to time (the “Downtown District”), in accordance with development and tax increment financing plans, as amended, and as may be amended (the “Plans”), as approved from time to time by the DDA Board and City Commission in accordance with Act 57.

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

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

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

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

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

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

I. The DDA and DGRI desire to enter into this Agreement (i) restating the Services Agreement providing for the further implementation of the Plans, the Framework Plan and the implementation of the provisions of GR Forward and (ii) extending the term of the Services Agreement.

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

**Section 1. Engagement of DGRI.** Subject to the terms and conditions of this Agreement, the DDA engages DGRI to provide the services set forth herein (the “Services”) during the term hereof and DGRI accepts such engagement. In providing such Services, unless otherwise described herein, DGRI shall be responsible for providing necessary staff, furniture, equipment, supplies and office and meeting space.

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

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

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

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

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

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

f. To the extent funds are provided by the DDA in the annual DDA budgets, administer the various DDA incentive programs as shall be approved by the DDA Board from time to time, recommend to the DDA Board projects for such programs and once projects have been approved, administer such projects on behalf of the DDA.

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

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

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

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

k. To the extent a program is approved and funds are provided by the DDA, operate and administer a retail business incubator program in the Downtown District in accordance with the requirements of Act 57.

l. To the extent a program is approved and funds are provided by the DDA, create and administer a loan program to fund improvements for existing buildings in the Downtown District in accordance with the requirements of Act 57.

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

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

**Section 3. Tangible Assets Provided.** If the DDA shall acquire tangible assets (the “DDA Assets”) which are used by DGRI in connection with the Services and/or services provided pursuant to agreements with others, the annual depreciated amount of such assets, until fully depreciated, shall be allocated based on usage in accordance with Section 5 hereof for the purpose of crediting and assigning costs of such assets. DGRI agrees to keep a current inventory of such assets and any additions including the annual depreciated amount, which it shall provide to the DDA from time to time upon request. DGRI shall not dispose of any such assets without the approval of the DDA.

**Section 4. Funding of Services.** The DDA shall provide, or cause to be provided, sufficient non-tax increment funds and non-school tax increment funds or other funds available to the DDA to pay for the Services to be provided pursuant to this Agreement after giving the DDA appropriate credit for tangible assets used, in whole or in part, to provide services pursuant to DGRI agreements with others. DGRI shall establish and maintain a cost accounting system reasonably acceptable to the DDA that separately accounts and records the expenses it incurs to perform the Services.

**Section 5. Cost Allocation Methodology.** DGRI shall determine the percentage of time each employee of DGRI spends in providing the Services pursuant to this Agreement for each of DGRI’s fiscal years during the term of this Agreement. Such percentage of each employee’s compensation and an equal percentage of such employee’s benefits shall be allocated to the Services. In addition, all or any portion of the annual amount of depreciated DDA Assets made available to DGRI pursuant to this Agreement and any tangible assets not fully depreciated and made available to DGRI through agreements with others and utilized to provide the Services shall be allocated to the cost of providing the Services and, where such tangible assets are provided pursuant to DGRI agreements with others, credited to the owners of such tangible assets based on DGRIs’ reasonable best efforts to estimate such allocated usage. All other costs of providing the Services, including, but not limited to, rent, utilities, office supplies, insurance premiums, annual auditing cost and staff education and development, shall be assigned to the Services provided pursuant to this Agreement based on the blended percentage of all DGRI employees performing Services pursuant to this Agreement and similar agreements with others.

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

**Section 7. DGRI Employees.** DGRI shall select and employ such employees as it deems necessary and as are provided for in the DDA and City approved annual DDA budget. Employees of DGRI shall not, for any purpose, be considered employees of the DDA. Except as otherwise provided in this Agreement, DGRI shall be solely responsible for their supervision, direction and control, compensation and income tax and other applicable withholding, any employee benefits, employment insurance and workers' compensation insurance expenses.

**Section 8. Nondiscrimination.** In connection with performance of the Services pursuant to this Agreement, DGRI shall not discriminate against any employee or applicant for employment to be employed in performance of the Services with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of race, color, religion, natural origin, age, sex, height, weight, marital status, military status, sexual orientation or physical or mental disability. Breach of this covenant may be regarded as a material breach of this Agreement as provided in Act 220 and Act 243 of the Public Acts of Michigan of 1976, as amended, entitled the "Michigan Handicapper's Civil Rights Act" and the "Michigan Elliot-Larson Civil Rights Act."

**Section 9. Insurance.** DGRI shall keep in force, at all times during the term of this Agreement, a general commercial liability insurance policy, including public liability and property damage, subject to normal policy exclusions, covering the Services provided pursuant to this Agreement in a combined single limit of \$1,000,000 for each occurrence and \$3,000,000 in the annual aggregate. DGRI shall also maintain, if necessary, comprehensive automotive bodily injury and property damage insurance for business use covering all vehicles owned by DGRI and operated by DGRI employees in connection with the Services. The policies must be written by a company licensed to do business in the State of Michigan. The coverage amounts under the foregoing policies shall be re-evaluated every three years during the term of this Agreement. Both the DDA and the City shall be named as an additional or co-insured as their interest may appear. Copies of the policies or certificates evidencing the policies shall be provided to the DDA and the City upon request. Each policy or certificate shall contain a provision or endorsement stating that the policy will not be canceled or materially changed or altered without requiring 30 days' advanced written notice to the DDA and the City. The terms of all insurance policies shall preclude subrogation claims against the DDA and the City. The allocated cost of the premiums for such policies related to the Services provided pursuant to this Agreement shall be a permissible expense of providing such Services.

**Section 10. Compliance with Laws.** DRGI's provision of the Services pursuant to this Agreement shall at all times be in conformance with all applicable laws, ordinances, rules and regulations including, but not limited to, Act 57 and the conditions for and the limitations upon the use of DDA tax increment revenues (as defined in Act 57) and other funds of the DDA provided to DGRI to provide the Services. Further, DGRI including its Board of Advisors and Alliances shall at all times in connection with providing the Services be subject to and will comply with Act 267 and the Freedom of Information Act, Act 442 of the Public Acts of Michigan of 1976, as amended.

**Section 11. Ownership of Assets.** The ownership of all equipment, furniture, displays, vehicles and similar tangible property acquired with funds provided by the DDA shall immediately upon purchase or acquisition vest in the DDA. DGRI shall keep a written current inventory of such assets identifying the owner which shall be available to the DDA for review and inspection upon written request. The ownership of all consumable assets, such as office supplies and cleaning materials, purchased with funds received from the DDA, shall remain with the DDA, but such assets may be utilized and consumed by DGRI in the provision of the Services pursuant to this Agreement. The assets described herein shall not be pledged, lien, encumbered or otherwise alienated or assigned.

**Section 12. Term.** Subject to the provisions of this Agreement, its term shall commence on the Effective Date (set forth in Section 16.h. hereof) and continue through June 30, 2022, unless terminated earlier as provided in Section 13 hereof (the "Initial Term"). The DDA and DGRI may mutually agree to renew this Agreement for five additional three-year terms (the "Renewal Terms") upon the same terms and conditions as stated in this Agreement as may be modified by agreement of the DDA and DGRI. It is the intent of both the DDA and DGRI that the arrangement between them as set forth in this Agreement be long-term and that the term of this Agreement be renewed for each of the Renewal Terms. If either party desires to renew this Agreement, it must notify the other in writing of that desire no sooner than 365 days and no later than 180 days before the expiration of the Initial Term or the then current Renewal Term. The party receiving such notice shall have until 30 days before expiration of the Initial Term or the current Renewal Term to grant or deny the request for renewal.

**Section 13. Termination.**

a. Except as otherwise provided elsewhere in this Section 13, either party may terminate this Agreement early upon default by the other party under this Agreement. A party shall be in default under this Agreement if such party fails in any material respect to perform or comply with any of the terms, covenants, agreements or conditions of this Agreement and such failure continues for more than 30 days after written notice of default from the other party. In the event that a default is not able to be cured by the defaulting party within such 30-day period, the defaulting party shall not be deemed in default so long as the defaulting party commences curing its breach within the 30-day period and thereafter diligently pursues such cure to completion.

b. DGRI has the right to terminate this Agreement early if the DDA shall fail to provide funds to DGRI to provide for the Services as provided in Section 4 hereof and such failure continues for more than 10 days after the DDA receives written notice of its intent to terminate this Agreement if funds are not received by DGRI within such 10 days.

c. The DDA shall have the right to terminate this Agreement early if DGRI provides the Services in a grossly negligent manner or engages in willful and wanton misconduct in

connection therewith and DGRI continues to perform in such manner for more than 15 days after receiving written notice from the DDA of its intent to terminate this Agreement.

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

**Section 14. Effect of Termination.** Upon termination of this Agreement, at the end of its Term or as provided in Section 13 hereof, (i) all obligations of the DDA and DGRI shall terminate and (ii) DGRI shall surrender possession to the DDA all tangible and intangible assets owned by the DDA including all remaining funds it received from the DDA that it has on hand at the time of termination after outstanding expenses have been paid.

**Section 15. Notices.** All notices and other communications to be given pursuant to this Agreement shall be given in writing and delivered personally, by first-class mail or by electronic e-mail, to the appropriate party at the address or e-mail address set forth below:

If to the DDA:

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

If to the DGRI:

Downtown Grand Rapids, Inc.  
29 Pearl Street, N.W.  
Grand Rapids, Michigan 49503  
Attention: Chairperson  
E-mail: tkelly@downtowngr.org

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

#### **Section 16. General Provisions.**

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

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

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

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

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

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

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

h. This Agreement shall be effective January 1, 2019 (the "Effective Date").

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

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

**CITY OF GRAND RAPIDS  
DOWNTOWN DEVELOPMENT AUTHORITY**

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

**DOWNTOWN GRAND RAPIDS, INC.**

By: \_\_\_\_\_  
Nikos Monoyios, Chairperson

**CITY OF GRAND RAPIDS  
DOWNTOWN DEVELOPMENT AUTHORITY**

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

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

**WHEREAS**, the City of Grand Rapids Downtown Development Authority (the “DDA”) entered into a Services Agreement in 2013 and a First Addendum to Services Agreement in 2015 with Downtown Grand Rapids, Inc. (“DGRI”); and

**WHEREAS**, the DDA desires to enter into a Restated Services Agreement (the “Restated Services Agreement”) with DGRI extending the term to June 30, 2022.

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

1. That the Restated Services Agreement substantially in the form presented at this meeting is approved with such modifications not materially adverse to the DDA, approved as to content by the DDA Executive Director and as to form by legal counsel.
2. That the Chairperson of the DDA Board is authorized and directed to execute the Restated Services agreement for and on behalf of the DDA.
3. That all resolutions or parts of resolutions in conflict herewith shall be and the same are hereby rescinded.



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

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

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

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

**RESOLUTION DECLARED ADOPTED.**

Dated: February 13, 2019

\_\_\_\_\_  
Flor Valera  
Recording Secretary

**CERTIFICATION**

I, the undersigned duly qualified and acting Recording Secretary of the City of Grand Rapids Downtown Development Authority (the “DDA”), do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of the DDA at a meeting held on February 13, 2019, and that public notice of said meeting was given pursuant to, and in compliance with, Act 267 of the Public Acts of Michigan of 1976, as amended.

Dated: February 13, 2019

\_\_\_\_\_  
Flor Valera  
Recording Secretary

# MEMORANDUM

DOWNTOWN  
DEVELOPMENT  
AUTHORITY



DATE: February 8, 2019

TO: Downtown Development Authority

FROM: Tim Kelly, AICP  
President & CEO

Agenda Item #5  
February 13, 2019  
DDA Meeting

**SUBJECT: Lyon Square Pre-Construction Services**

On November 11, 2015, the Downtown Development Authority (DDA) Board approved GR Forward, solidifying a vision for the future of Downtown Grand Rapids and the Grand River. Among the goals in GR Forward is to restore the Grand River as the draw and create a connected and equitable River Corridor. Enhancements to and along the River will further catalyze economic development and help to create a world-class waterfront City.

To accomplish this, 28 opportunity sites were identified along the River Corridor that have unique opportunities to provide access to and enjoyment of the Grand River. One of those sites is Lyon Square, which is located at the terminus of Lyon Avenue, and adjacent to the Amway Grand Plaza and Convention Center. The site has frequently been explored for enhancements as it is uniquely positioned to enhance existing amenities, including the boardwalk, River trail and The Kitchen by Wolfgang Puck. Further, it is a primary access point to the Grand River in Downtown and is an opportunity for several partners, both public and private, to complete a project of mutual benefit.

In recognition of these opportunities, and to further the goals of GR Forward, in April 2018 the City of Grand Rapids, in partnership with the DDA and adjacent landowners, executed an amendment to the agreement with Bishop Land Design (BLD) to complete final designs, specifications, construction documents, an opinion of probable construction costs and bidding services for the Edge portion of the project.

Based on the complexity of the project, in addition to the coordination needed to work with the construction to update the Amway Hotel curtain wall, it is recommended that a construction manager (CM) be utilized for pre-construction services during the remainder of the design phase of the project. Once the design is complete, a Construction Management agreement could be executed to include overseeing construction of the project.



To identify a CM, in December 2018 a Qualification Based Selection (QBS) process was used to solicit respondents and evaluate proposals. Representatives of Downtown Grand Rapids, Inc., City of Grand Rapids, Amway Hotel, SMG and Bishop Land Design (BLD) participated. Based on the proposals, the evaluation team selected Rockford Construction Co. (Rockford) as the highest qualified firm from a short-listed group of respondents. Based on Rockford's proposal, pre-construction services can be provided for an amount of \$49,060, plus an additional 10 percent contingency. Their proposal also includes an estimate to provide CM services through construction for 4.3 percent of total project costs, which includes costs for insurance and a performance bond. At this time, however, only the pre-construction services are being requested for funding authorization. If approved, funding will be provided by the DDA out of the FY2019 LTI budget via the Parks Design line item.

The outcome of the preconstruction services will help better refine the project cost as the project team finalizes funding and management responsibilities to deliver the project. Prior to bidding the project or beginning construction, a Memorandum of Understanding will be executed among project partners to finalize financial commitments and maintenance obligations. Those approvals will require additional DDA Board and City Commission approval before proceeding, and are anticipated to happen in spring 2019.

## RECOMMENDATION

Authorize funding in an amount not to exceed \$53,966 to fund pre-construction services by Rockford Construction in association with Lyon Square.

# MEMORANDUM

DOWNTOWN  
DEVELOPMENT  
AUTHORITY



DATE: February 8, 2019

TO: Downtown Development Authority

FROM: Tim Kelly, AICP  
President & CEO

Agenda Item #6  
February 13, 2019  
DDA Meeting

**SUBJECT: Lyon Plaza Final Design**

In April 2018 the City of Grand Rapids, in partnership with the DDA and adjacent landowners, executed an amendment to the agreement with Bishop Land Design (BLD) to complete final designs, specifications, construction documents, an opinion of probable construction costs and bidding services for the Lyon Square, which included improvements to the existing City park and River trail, as well as flood enhancements, green infrastructure and new site amenities.

At that time, it was unclear if there was a desire among the project partners to complete improvements to the street portion of the site and whether renovations to the Amway Hotel would occur. With additional time to consider and with a better understanding of coordination and funding opportunities, there is interest in completing the additional site improvements, which would better connect the Riverfront out to Monroe Avenue on Lyon Street. Prior to finalizing a project budget and funding contributions, it is necessary to complete the design phase of the project. Based on the design work that is already completed, final design can be completed in approximately 30 weeks for an amount not to exceed \$280,000, and will incorporate new paving materials, snowmelt, lighting, bollards and green infrastructure including trees.

If approved, funding will be provided by the DDA out of the FY2019 and FY2020 LTI budget via the Parks Design line item. By initiating the final design process now, work on the Plaza can be coordinated with both the Edge construction and the soon to commence Amway Hotel curtain wall renovations.

Prior to bidding the project or beginning construction, a Memorandum of Understanding will be executed among project partners to finalize financial commitments and maintenance obligations for Lyon Square. Those approvals will require additional DDA Board and City Commission approval before proceeding, and are anticipated to happen in spring 2019.



## RECOMMENDATION

Authorize funding in an amount not to exceed \$280,000 to fund final design of Lyon Plaza by BLD.



DOWNTOWN  
GRAND RAPIDS INC.

# Downtown Grand Rapids Ambassador 2018 Annual Report





# Program Overview

2018 was a year of change! New events and temporary improvements provided chances for hospitality engagement. New construction and fenced off sidewalks meant no two days were the same for our clean team. Newly constructed planter beds & temporary planters at Movies on Monroe kept our horticulture team busy. 2018 saw a change in the way we collected our data and utilized the SMARTSystem app - we streamlined similar items to make it easier for Ambassadors to navigate and we found new ways to show our impact. Melvin Eledge was promoted to Project Manager with Block by Block and Rebecca Krenz took over the operations of the Downtown Grand Rapids Ambassador Program. We overcame struggles, stayed on a steady path and improved the program and downtown at every opportunity. For 2019, our team eagerly anticipates new challenges, prospects for growth, ongoing collaboration and joyful determination in the ever changing landscape of the Cool City, Grand Rapids.

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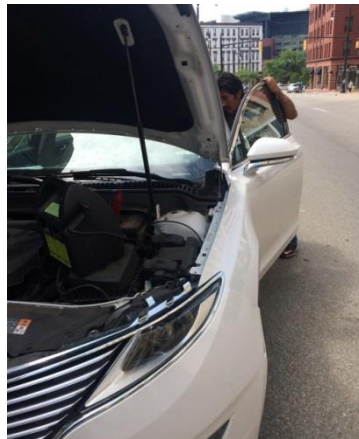
# Hospitality & Engagement

2018 saw a change in the way we collect our data. We streamlined items that were similar to make it easier for Ambassadors to navigate our SMARTSystem app. 2018 was a year of change. New events and temporary improvements kept our hospitality team busy.

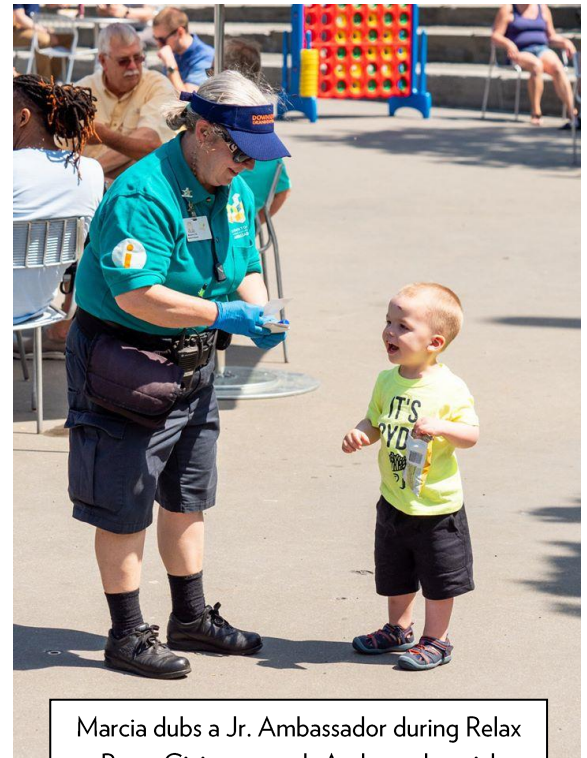
We participated in several events in 2018 including; *World of Winter*, *Art Prize*, *Light Up Downtown*, *Movies on Monroe*, *Relax at Rosa*, *Amway Family Fireworks*, *ADA Celebration*, *GVSU Welcome Week*, *National Night Out in Heartside*, and supported multiple cleanup events. We also participated in conversations regarding the Heartside Quality of Life Study spearheaded by the city as well as members and stakeholders of



Ellen provides first aid to a pedestrian.

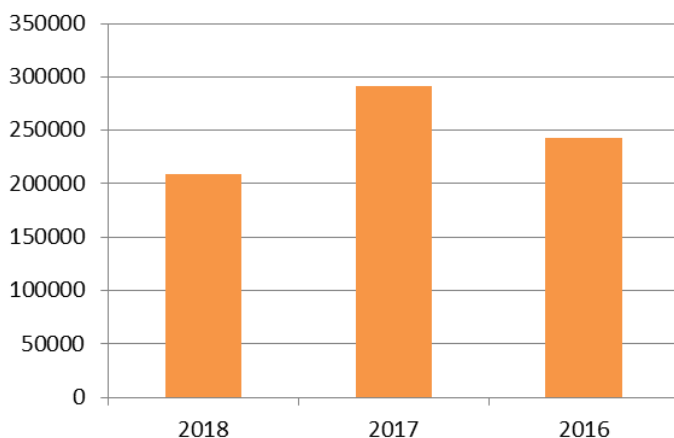


An Ambassador saves someone's day by providing a jump-start. Ambassadors are also trained in changing tires!



Marcia dubs a Jr. Ambassador during Relax at Rosa. Giving out a Jr Ambassador sticker provides an opportunity for us to engage families and make a child's day.

## Total Hospitality & Engagement



Grace pictured with Becky Currier Wheeler, Ms Michigan 2018 at the ADA Celebration



# Beautification



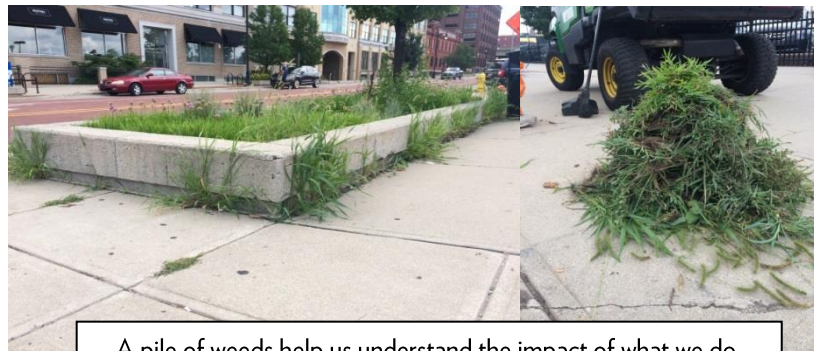
Newly promoted Clean Team Leader Evangeline learns how to maneuver the All-Terrain Litter Vacuum, or the “Seuss Machine” as we call it.

Fluctuations in weather threw us for a loop this year! Thaws in February allowed for an early spring cleanup. Sunny days in March jump started our peak season. Droughts in the summer kept our horticulture team filling up their water tanks and clearing weeds. A late leaf fall followed by heavy snow fall and a thaw made for mucky curb lines and heavy wet leaves. A dry and warm winter has meant less snow removal permitting us to continue removing leaves and weeds in the middle of winter! The team rolled with the punches and more than doubled our beautification statistics from 2017.

Due to the increase of trashcans in our downtown we removed over 6,000 more trash bags than in 2017. The addition of cigarette urns may have contributed to the 6% increase in cigarette butt recycling from the previous year.

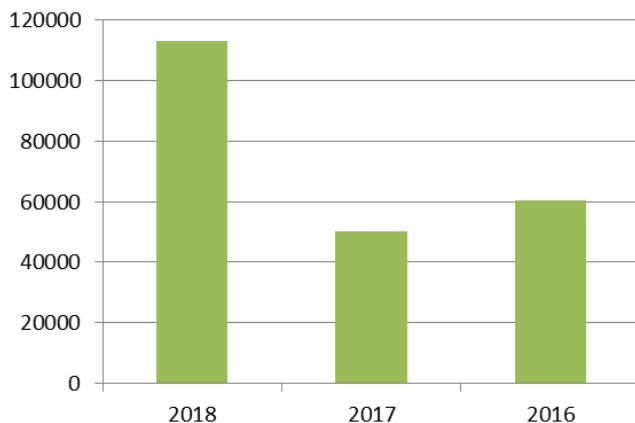


The pressure washing team gives new life to sidewalks.



A pile of weeds help us understand the impact of what we do.

## Total Beautification Activity



Melvin standing with 20 boxes of cigarette butts ready to go to Terracycle. Since its inception in 2016, the Grand Rapids cigarette recycling program has recycled 934,888 units (individual butts) or the equivalent of waste from almost 47,000 packs of cigarettes!

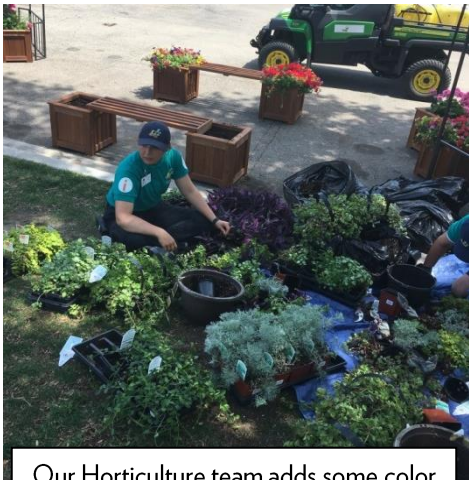


# Horticulture

Micandy Gardens continues to beautify downtown. They jumped at new opportunities to plant annuals in parklets, hanging wall baskets, pallets and even recycled tire planters. They contributed to the aesthetics of Kick it at Calder and at Movies on Monroe. Their excitement for creating an urban landscape is inspiring. We have cultivated a positive working relationship and they love the feedback they receive from employees & residents of downtown.



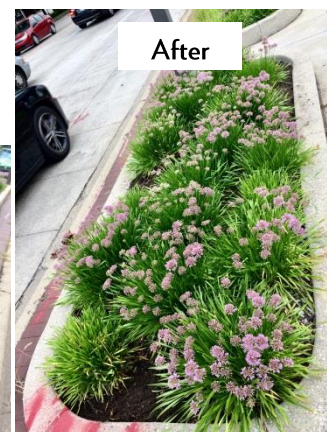
Ellen completed her 3<sup>rd</sup> season as a Horticulture Specialist with the Ambassador program. Her expertise and knowledge has made her an integral part of our team.



Our Horticulture team adds some color to 555 Monroe where the Movies on Monroe was hosted in 2018.



Heat, drought & heavy rains created the perfect environment for weeds to take over. The team pulled over 37,000 weeds this year, triple the amount pulled in 2017!

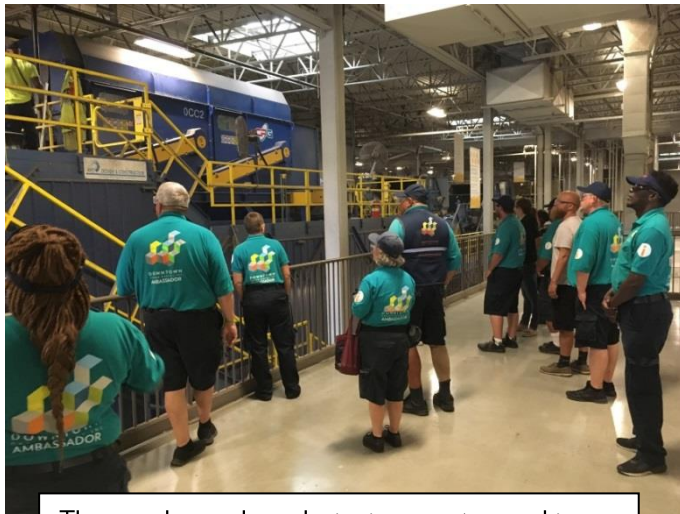




# Special Projects & Initiatives

Our recycling pilot launched along Monroe Center on June 26<sup>th</sup>. The 1 year pilot will help us understand how people recycle downtown. Bright stickers aligning with Kent County's SORT program draw attention to the 18 bins that are attached to existing trash cans. Pictures and descriptions of what is recyclable help guide pedestrians.

To prepare the team for this initiative we took a field trip to tour the Recycling Education Center to better understand the complexities of recycling.



The team learns about the intricate sorting machinery



Rebecca & Ellen install a recycling bin along Monroe Center



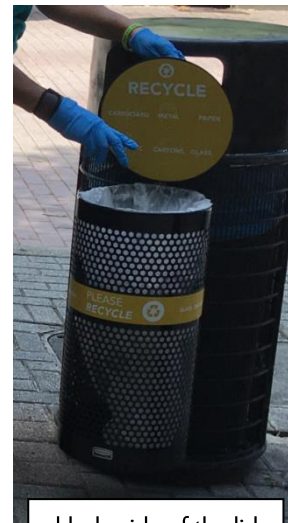
Stickering the new recycling bins



Funnel with symbols



Lid with recycling symbol



Underside of the lid with descriptions



# Special Projects & Initiatives



180 pieces of seating, cushions, tables and footrests arrive at our building

The Ambassadors were heavily involved with installing and maintaining the Calder Plaza temporary improvements. Living room style outdoor seating, umbrellas, hammocks, & outdoor games were open to the public daily.



An almost completed "living room" style pod.



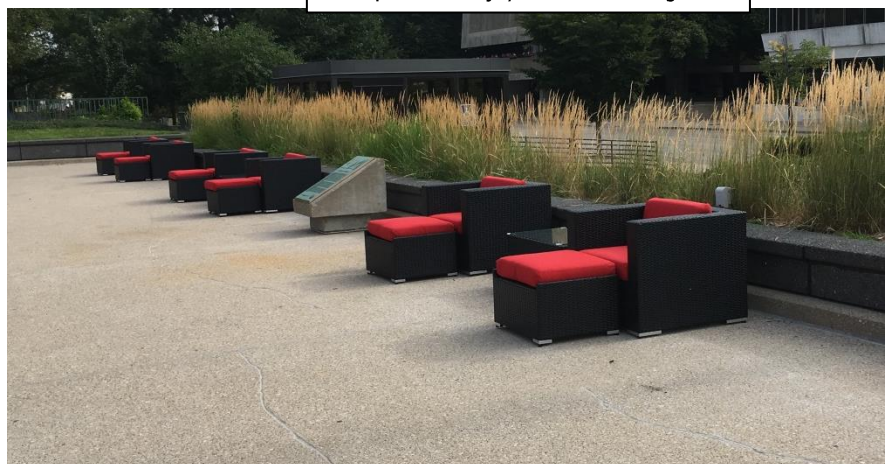
Taking lunch in the shade of a giant umbrella.



Seating near the food trucks provides a place to enjoy outdoor dining.



Ellen sets up ping pong.





# Special Projects & Initiatives



The ambassador team was tasked with clearing the way for the ArtPrize mural, Anishinaabek, to be painted beneath the Pearl St. bridge on the Riverwalk. Among the debris we removed 8 bags of trash, an oscillating fan, a tube TV, a headboard, 1 folding chair, 1 snow shovel, and several pounds of untouched food.

The summer brought an uptick in graffiti vandalism downtown. The Ambassadors worked with different entities, including businesses, to remove some of this graffiti.



On 8/13/2018, the Ambassadors found graffiti tags in several areas along Monroe Center & Ionia. We worked to remove over 1 dozen of these tags and reported them to the police.





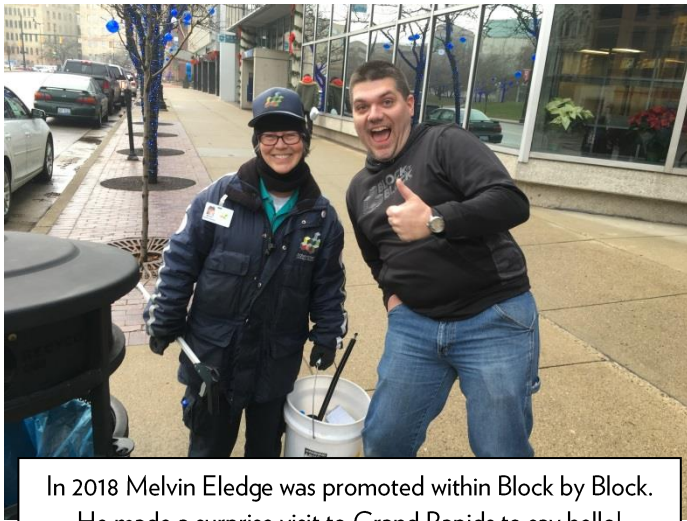
# Highlights



The Ambassador program received Employer of the Year in 2018 for our work with InterAct. InterAct is an organization that helps people with barriers to employment find meaningful and long-term employment opportunities.



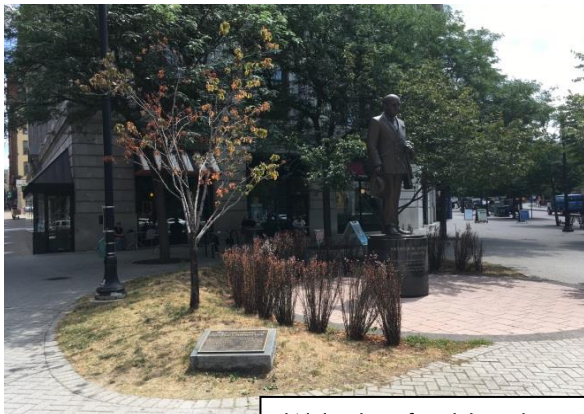
Rick uses a new weed snatcher to safely & easily remove weeds from sidewalk cracks.



In 2018 Melvin Eledge was promoted within Block by Block. He made a surprise visit to Grand Rapids to say hello!



It's a dirty job, but somebody's gotta do it! Evangeline pressure washes trash can liners to keep them fresh and in great shape.



With a bit of mulch and some tall grasses, we were able to spruce up the area around Senator Author Vandenberg.





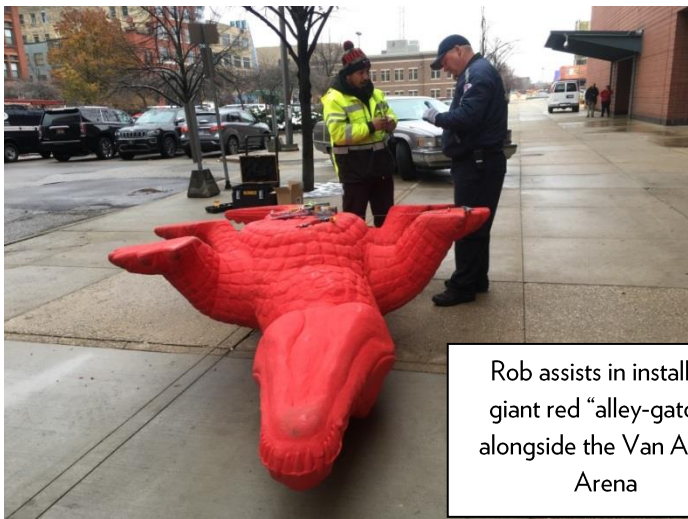
# Highlights



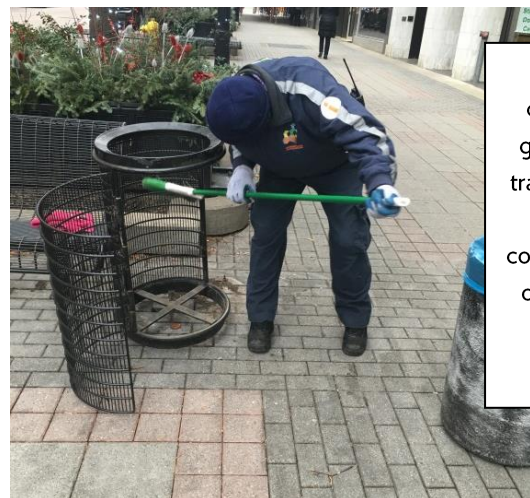
Grace & Marcia rock the table at the Amway Family Fireworks



Jonah takes time to help children write letters to Santa at the Light Up Downtown event.



Rob assists in installing giant red "alley-gators" alongside the Van Andel Arena



Have you ever considered what goes into keeping trashcans beautiful? Ellen sweeps cobwebs, leaves and other debris from Monroe Center trash cans.

Jared takes a break from installing infrastructure to provide directions to a downtown visitor.



Martel of SpokeFolks provided general maintenance and repair training to the Ambassadors. He was able to focus on the tools we could utilize at the 5 DGRI owned bike stations downtown.





# Highlights

Grace has perfected the art of tying trash bags, a task that requires patience & precision!



A selfie day competition sparked enthusiasm in the team when they were challenged to take a selfie while they remove graffiti.



Winter creates new challenges for the spring. Snow plows deposit a large amount of gravel and silt on the sidewalks. The Ambassadors armed with shovels and buckets clear up the sidewalks for safe passage.



Marcia passes out candy canes from a stocking during the holidays



Talina poses with Mr & Mrs Claus at the annual Light Up Downtown event.

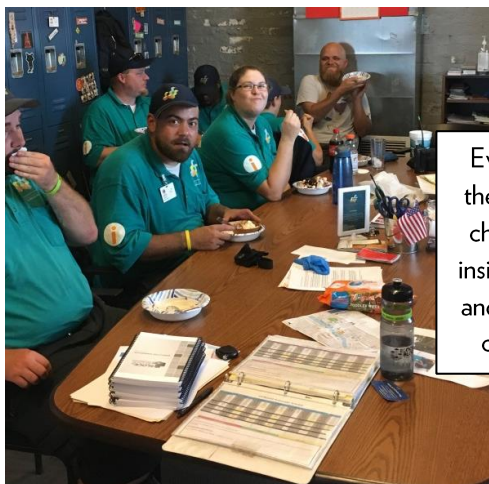


# The Team



The Grand Rapids Ambassador Team started a “props box” as a way to recognize our co-workers for their hard work & model Ambassador behavior. In January Block by Block made this a Best Practice and rolled out the “fishbowl” nationwide.

**Treat employees like they make a difference & they will. – Jim Goodnight**



Every summer the team gets a chance to step inside to cool off and enjoy an ice cream social



In June we were awarded money to purchase healthy food options for the team. Making healthy choices was the theme of the summer.



A scavenger hunt provided an opportunity for team building. The Ambassadors had to utilize the SMARTSystem to make reports, input statistics and create maintenance requests. Marcia and Daniel are pictured here pointing out a missing brick.

**Each day learn something new, and just as important, relearn something old.**

**– Robert Breault**

Ellen shows ambassadors how to use equipment during our annual “Back to Basics” training.



To celebrate the end of the season, the Ambassadors headed to Craig’s Cruiser to play laser tag, race go karts and enjoy each other’s company.

# Statistics Overview

Total Annual Activity		2018	2017	2016
Equipment Usage	ATLV Hours	52	186.25	267
	Bicycle (miles)	59	652.2	460.3
	Segway (Hours)	329	438	82.25
	Small Equipment (Hours)	136	278	365
	<b>Total Equipment Usage</b>	<b>576</b>	<b>1554.45</b>	<b>1174.55</b>
Beautification	Biohazard Clean Up	2,587	4,800	NA
	Biohazard - Human	364	NA	NA
	Infrastructure Management	14,403	NA	NA
	Graffiti - Removed	2,102	3,323	6,915
	Planters Watered	6,173	4,533	18,042
	Power Washing (block faces)	505	276	226
	Snow Removal	9,850	9,653	11,419
	Special Projects - Other	17,647	NA	NA
	Trash (Bags collected)	21,768	15,616	12,503
	Weed Abatement	37,803	12,043	11,477
	Cigarette Waste Recycled (Unit)	411,810	350,168	172,910
	<b>Total Beautification Activity</b>	<b>113,202</b>	<b>50,244</b>	<b>60,582</b>
Hospitality & Engagement	Business Contact	2,066	2,079	1,473
	Mobility Assist	620	1,456	2,487
	Observation - Fighting	569	939	221
	PA - Directions	4,918	11,890	13,846
	PA - Information	38,730	50,911	49,591
	PA - Other	151,226	205,882	154,340
	Panhandling - Aggressive	375	1,244	233
	Panhandling - Passive	868	1,686	429
	Request for Emergency Services	36	56	260
	Sidewalk Violation	5,483	8,875	5,002
	Social Services Assist	3,951	5,756	14,996
	Suspicious Package	25	18	44
	Suspicious Person	34	302	165
	<b>Total Hospitality &amp; Engagement Activity</b>	<b>208,901</b>	<b>291,094</b>	<b>243,087</b>
<b>Total Ambassador Activity</b>		<b>322,103</b>	<b>341,338</b>	<b>303,669</b>