



Andy Schor, Mayor

Michigan Avenue Corridor Improvement Authority

Board of Directors Monthly Meeting

Friday, May 16th, 2025 – 8:30 AM

Foster Community Center
200 N. Foster Ave., Room 211
Lansing, MI 48912

AGENDA

1. Call to Order / Roll call
2. Approval of the MACIA March Board Meeting Minutes (3.21.25) **Action**
3. Public Comment
4. Adoption of the FY 2025 Budget- **Action**
5. Update on the Block 2000 Project
6. Corridor Updates
7. Discussion on the 2025 Spending Plan
8. Other Business
9. Adjournment



**Michigan Avenue Corridor Improvement Authority
Board of Director's Meeting
Friday, March 21, 2025 – 8:30 AM
Foster Community Center
200 N. Foster Ave., Room 211
Lansing, MI 48910**

Members Present: Yvette Collins, Scott Gillespie, Laurie Baumer, Jon Lum, Elaine Barr

Mayoral Designee:

Members Absent: Tim Daman (excused)
Christina Campbell (excused)

Facilitator Present: Kahleea Washington (LEDC)
Klein Klein (LEDC)

Public Present:

Recorded by: Yvette Collins

Call to Order/Roll call

Chair Lum welcomed everyone and called the MACIA Board of Directors meeting to order at 8:30 a.m.

Public Comment

None

Approval of January 17, 2025 MACIA Meeting Minutes - Action

MOTION: Baumer moved to approve the January Meeting Minutes. Motion seconded by Collins.

YEAS: Unanimous. Motion carried.

Approval of 2025/2026 Annual Budget - Action

MOTION: Barr moved to approve the 2025/2026 Annual Budget. Motion seconded by Gillespie.

YEAS: Unanimous. Motion carried.

Discussion around the budget included confirmation from Washington that the approval will go before the city council and that there might be some differences between the projected budget

amount being less than the actual budget. Washington confirmed these budget dollars are placeholders that can be adjusted later.

Approval of Development (E. Helzer) Contract – Discussion

There was a review and discussion regarding the Advanced Redevelopment Solutions proposed contract. Lum says he thought the client section of the contract needs to reflect the LEDC address on Washington Square and not the Foster Community Center address. He thought he'd reach out to Eric, but we'll need to make sure it is adjusted to the proposal in the actual body of the letter.

Baumer expressed her support for working with Eric, although she pointed out that in the overview of services and fees it was not clear how he would accomplish the work. Collins inquired about what we would ask of him not covered in the Scope of Work. Baumer asked Klein his thoughts on incentives. Klein says there are a lot of things his team could put together. He is aware that Eric has done this work with other CIAs, specifically Delta Township. It's all about what CIA wants to be.

Baumer shared that there are mechanisms we can employ to purchase properties at a higher value and then recoup the differential through programs/incentives. Lum shared part of this process was to look back into the TIF plan. Klein seems to think there is no opportunity with the city to bond. May depend on how much or how it's backed. Gillespie reminded the MACIA that when Laurie first brought him in it was with the intent of how effective we could be as an authority. Gillespie thought part of this would make an incentive for developers to come in to entice more investment along the corridor, without a necessary focus on purchase.

Klein asked if there were any specific parcels you're looking at? Lum responded, not specifically. Generally, there are some concerns about various parcels. Klein said if we work together using what we have - the CIA, the Brownfield Authority there are resources out there. Klein noted that have looked at putting together packages: It will take the EDC, the Brownfield Authority and the CIA to work together. We often do that with developers. In this case the CIA could be the developer holding the property. It looks like the Scope of Work is pretty light. Barr says she feels like the Scope of Work is light - eight months essentially for data gathering. She doesn't like large chunks of the scope of work. Lum says that a lot of this capacity can be handled in house and has no bonding potential. Baumer says if we want to move forward, we need more clarity, more defined scope. Gillespie says that maybe our issue is we didn't have any specifics for him. Maybe we need to pick a few properties (even if fictitious) and we want to understand what his process would be to get out to developers to promote development - help us get to the RFP to get a package out to developers. Gillespie said we need to narrow it down and have clarity as a board for what the end goal is. Klein suggested pooling resources with other CIAs as what we're trying to accomplish is not unique. Baumer asked 'Would the LEDC pull together the CIAs to determine capacity to do or not do. Then we know what the gap is and where we could determine what we need Eric to do. Klein offered that there had been discussion at the LEDC about convening the four chairs of the CIAs. Washington wants to convene a meeting with all the chairs of the CIAs. Baumer suggested the meeting of the chairs happen soon. Lum asked Washington, "what percentage of time she spends on work for all the CIAs?" Washington responded that she spends about 75% of her time working on the CIAs. Lum says, because of this discussion it sounds like there is consensus on tabling the proposed contract. As part of this, Baumer added there needs to be a convening of the chairs. Washington doesn't believe it could be any sooner than early April.

Who would be the person to work with Eric to narrow the scope of work. Barr said she'd be happy to do that. Gillespie said he is stepping down but not running away. He would be happy to help.

Approval of Development (E. Helzer) Contract – Action

MOTION: Barr made a motion to table the adoption of the development contract. Motion seconded by Baumer.

YEAS: Unanimous. Motion carried.

Update on the Block 2000 Projects

Baumer shared that the MOU document is a bigger lift than what she and Washington thought it might be. There was discussion on adjusting the meeting agenda to approve the corridor facade improvement MOU and to name MACIA as the grant recipient and the business owners as the project beneficiaries.

Baumer asked if the board can move forward while looking at potential contractors. Baumer wants to get things moving. We have the community foundation dollars at risk and ARPA funding if we don't get moving. Gillespie said we've had two contractors look at it. Of course, the project has morphed and changed since the initial concepts. Gillespie said last time we talked he was going to step down and then just get it done. Baumer asked if Gillespie can work on the cosmetic changes, then we'll know how much to spend on each item. He offered to put something together with the possibility it may change.

Approval to adjust the agenda to create an action item to approve the corridor facade improvement MOU and name MACIA as the grant recipient and the business owners as the project beneficiaries. – Action

MOTION: Collins made a motion to adjust the agenda to create an action item to approve the corridor facade improvement MOU and name MACIA as the grant recipient and the business owners as the project beneficiaries. Motion seconded by Baumer.

YEAS: Unanimous. Motion carried.

Approval to approve the draft corridor facade improvement MOU and authorize the chair to negotiate, finalize, and execute the contract on behalf of MACIA. – Action

MOTION: Baumer made a motion to approve the draft corridor facade improvement MOU and to authorize the chair to negotiate, finalize, and execute the contract on behalf of MACIA. Motion seconded by Barr.

YEAS: Unanimous. Motion carried.

Update on the Michigan Ave. Construction Gathering

Not much more to say.

Other Business

None

Adjournment

Chair Lum adjourned the Michigan Avenue Board of Directors at 9:34 a.m.

A

B

C

D

E

F

Michigan Avenue Corridor Improvement Authority

Fiscal Year July 1, 2025 - June 30, 2026

Affiliated Agency Budget - LEDC

	FY 2024 Actuals	FY 2025 Adopted Budget	FY 2025 Projected Budget	FY 2026 Proposed Budget	Percent Change
Beginning Fund Balance	211,523	334,668	334,668	543,301	
Revenues					
Tax Increment Revenue	127,125	158,282	114,558	145,230	-8.25%
Interest					
Total Revenues	127,125	158,282	114,558	145,230	-8.25%
<u>Expenditures</u>					
Aesthetic and Design				122,243	
Economic Reconstruction		20,625	20,625	162,990	690.26%
Promotional	3,980	3,375	8,102	81,495	2314.67%
Organizational				40,747	
Total Expenditures	3 980	24000	28 727	407475	1597.81%
Beginning Fund Balance	211,523	334,668	457,470	563,970	68.52%
To/(From) Fund Balance	123,145	134,282	85,831	(262,245)	-295.29%
Ending Fund Balance	334,668	468,950	543,301	301,725	-35.66%

**CORRIDOR FAÇADE PROJECT AGREEMENT BETWEEN THE MICHIGAN AVENUE
CORRIDOR IMPROVEMENT AUTHORITY, *INSERT BUSINESS/PROPERTY OWNER NAME*,
THE CITY OF LANSING, AND THE CAPITAL REGION COMMUNITY FOUNDATION**

This Agreement entered into (insert date), 2025, by and between the Michigan Avenue Corridor Improvement Authority (hereinafter “MACIA” and the “Grant Recipient”), *insert business* organized and existing under the laws of the State of Michigan (hereinafter referred to as the “Project Recipient”), the Capital Region Community Foundation (hereinafter referred to as CRCF”), and the City of Lansing.

WITNESSETH THAT:

WHEREAS, the MACIA desires to extend to the Project Beneficiary the benefit of building facade improvements for the property located at (insert address) East Michigan Avenue, Lansing, MI 48912, Parcel (insert parcel number).

WHEREAS, the Project Beneficiary agrees to allow the MACIA to accept the grant funds and carry out the Project and Façade Improvements pursuant to the requirements of the Agreement in a lawful, satisfactory and proper manner and in accordance with all policies, procedures and requirements which have been, or from time to time, may be prescribed by the MACIA.

NOW, THEREFORE, the MACIA, the Project Beneficiary, and the City of Lansing do mutually agree as follows:

1. PROJECT DESCRIPTION AND GRANT AWARD

- A. Project Objectives: The objective of this Agreement is to implement and carry out building facade improvements pursuant to other requirements and guidelines established by the MACIA in this Agreement. It is the purpose of this project to perform façade improvements that will exceed normal maintenance and repair of buildings and that will encourage and contribute to the further improvement of the entire district.
- B. Scope of Façade Improvements: Defined as the intended physical improvements to the building façade as shown in detailed drawings, specifications, line-item budget, and other documents attached hereto (hereinafter referred to as the “Façade Improvements”, See Attachment A).
- C. Project: The Project is defined as the eligible Façade Improvements, with the approval of the Project Beneficiary, and with the necessary coordination and administrative responsibilities required of the Grant Recipient to satisfy the requirements of this Agreement and any other associated building improvements.
- D. Time of Performance: The Grant Period is April 2025 through December 2025. Requests for extensions are subject to approval from the City of Lansing. Extensions will only be granted

in exceptional cases that are determined to be beyond the Grant Recipient's control. Failure to complete the Façade Improvements in the agreed-upon time or approved extensions shall result in the loss of the Grant.

Grant Recipient Initials: _____

- E. Inspection of Work: Upon final completion of the Façade Improvements, the Grant Recipient shall schedule an onsite inspection to verify that the Façade Improvements portion of the Project has been 100% completed in accordance with the Grant Agreement and within the Grant Period.
- F. Grant Amount:
1. Grant funds from the City of Lansing and CRCF will be made to MACIA for façade improvements to the 2000 Block Michigan Avenue project. These grants are contingent on full project investment being made by Grant Recipient in accordance with the Grant Agreement and within the Grant Period.
 2. The funds will be disbursed by MACIA directly to one or more contractors selected by MACIA, based on the work completed. Funds will only be disbursed for the expenses related to the Façade Improvements included under this Agreement within the Grant Period. The Project Beneficiary will not receive direct funds from MACIA for this project.
 3. The MACIA makes no implied or explicit guarantee, offer or representation of future benefits from the MACIA, Lansing EDC, CRCF or the City of Lansing beyond the termination of this Agreement.

2. DISBURSEMENT OF FUNDS

A. Disbursements:

1. Disbursement of City of Lansing or CRCF funds will only be made by MACIA following 100% completion of the Façade Improvements. No partial or interim disbursements will be issued.
2. City of Lansing and CRCF funds will only be disbursed by MACIA to contractor(s) for Façade Improvement expenses incurred during the Grant Period, in accordance with this Agreement and Grant Guidelines.
3. Disbursements of grant funds to the contractor(s) will be made by the MACIA for Façade Improvement expenses incurred and agreed as eligible in accordance with this Agreement. Expenses eligible for reimbursement from the Grant will be only for work associated with the approved Façade Improvements attached to this Agreement.
4. Documents to be submitted by MACIA as part of a reimbursement request shall include the following:

- a. A completed Reimbursement Process Checklist initialed and dated by Grant Recipient to be submitted with a reimbursement request (See Attachment B)
 - b. A final waiver of lien, stating the total dollar amount of the Façade Improvements portion of the work, signed by each contractor that has completed work on the Façade Improvements. (See Attachment C)
 - c. A statement of satisfaction signed by the Grant Recipient. (See Attachment D)
 - d. Proof the improvements have passed final inspection and meet all City of Lansing code requirements including zoning, building and safety codes (if applicable).
5. The Grant Recipient shall submit reimbursement requests after completion of all required Façade Improvements. Documentation for reimbursement shall be submitted to Karl Dorshimer, Lansing EDC President & CEO, 401 S. Washington Sq., Suite #101, Lansing, MI 48933 or Karl@lansingedc.com.
 6. Reimbursement will be remitted to the Grant Recipient within 30 days receipt of all required documentation.
 7. Any Façade Improvement expenses in excess of the approved Grant Award, or any Project expenses that are ineligible for reimbursement, shall be paid by and are the sole responsibility of the Grant Recipient.
 8. The City of Lansing, Lansing EDC, MACIA, and CRCF reserve the right to conduct a Ribbon Cutting Ceremony within 30 days of project completion at the project site.

3. ACKNOWLEDGMENTS

By signing this Agreement, the Grant Recipient acknowledges the following:

- A. Compliance with Applicable State and Local Laws and Rules. The Project is in compliance with all applicable State and Local laws, ordinances and rules, or will result in compliance with State and Local laws, ordinances and rules.
- B. Additional Grant Funds. The City of Lansing shall not provide additional funding for the Façade Improvements in excess of the original Grant Award. In the event that the grant funding provided pursuant to the Grant Agreement is not sufficient to complete the Façade Improvements for which the Grant was approved, the Grant Recipient shall complete the Project and assume responsibility for any additional expenses in excess of the Grant award amount.

4. OTHER TERMS AND CONDITIONS

- A. Access Agreement. The Grant Recipient shall grant any contractors or representatives of the City a right of access to enter the property during reasonable business hours and without prior notice. The signing of this Agreement by the Grant Recipient shall constitute written permission for right of access.

B. Contractors

1. The Grant Recipient agrees to secure qualified personnel and/or licensed and insured contractors and subcontractors, where required by City Building Code, to complete the Façade Improvements and the associated Project work.
2. Where performance of Grant Funded activities are carried out by any contractor or subcontractor of the Grant Recipient, the provisions of the Agreement shall be made binding on such contractor and subcontractor by the Grant Recipient. The Grant Recipient has the ultimate legal responsibility for ensuring compliance with requirements of the Agreement.
3. The Grant Recipient shall demonstrate that any contractor or subcontractor will maintain comprehensive general liability insurance with limits of One Hundred Thousand Dollars (\$100,000.00, non-match & non-reimbursable) for claims which may arise from the Grant Recipient's operations under the Agreement, naming the City of Lansing, Lansing Economic Development Corporation, MACIA, CRCF and the Project Beneficiary as additional insured parties.

C. Permits. The Agreement does not obligate the MACIA or the City to issue any permits required by law to implement the Project defined in the Agreement. The Grant Recipient agrees that it must still follow and abide by the normal process for all relevant permits.

D. Discrimination Clause. In performing this contract, the Grant Recipient shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, gender, marital status, age, height, weight, sexual preference, or because of pregnancy or a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Contracts with each contractor and subcontractor shall contain a provision requiring non-discrimination in employment as herein specified and defined by the City of Lansing Human Rights Ordinance #1120.

E. Indemnification. The Grant Recipient shall, to the extent allowed by law, indemnify and hold harmless the City of Lansing, the Lansing Economic Development Corporation, the Capital Region Community Foundation, and the Michigan Avenue Corridor Improvement Authority and their agencies, officials, employees, and authorized representatives for any and all claims or causes of action arising from or on account of the acts or omissions of the Grant Recipient, its officers, employees, agents or any persons acting on its behalf or under its control, in implementing the Project pursuant to the Agreement, including, but not limited to, claims for damages, reimbursement or set-off arising from, or on account of, any contract, agreement or arrangement between the Grant Recipient and any person for the performance of activities related to the Project, including claims on account of Project delays.

Third Party Rights. This Agreement is not intended to grant or create any rights in any third party nor shall it be construed as an indemnity by the MACIA for the benefit of the Grant Recipient or any other party.

5. MODIFICATIONS TO THE AGREEMENT

- A. The Grant Recipient or the Project Beneficiary may make modifications to the Agreement by mutual consent upon execution of a written amendment to this Agreement signed by both parties. The Grant Recipient must obtain written authorization from the Project Beneficiary before implementing any change that materially alters the Façade Improvement portion of the Project, including, but not limited to, revision or substitution of materials, colors, dimensions, and other material changes to the Project. The Grant Recipient shall immediately notify the Project Beneficiary, via formal written notice, in the event that a change in the Façade Improvement portion of the Project is requested, or in the event that the Project cannot be implemented as originally proposed under this agreement. Any proposed change in the Façade Improvement portion of the Project is subject to written approval by the MACIA.

Grant Recipient Initials: _____

6. COMPLIANCE WITH THE AGREEMENT

- A. Suspension of the Grant. In the event the Grant Recipient fails to comply with the Agreement, the City of Lansing or CRCF may, upon having provided reasonable notice to the Grant Recipient of the alleged failure, and in the event that the Grant Recipient fails to correct the alleged failure within a 15 day period of time, suspend the Grant in whole, or in part, and withhold disbursement or prohibit the Grant Recipient from incurring additional obligations of grant funds.
- B. Termination for Cause. The City of Lansing or CRCF may, in its sole discretion, upon having provided reasonable notice to the Grant Recipient of any alleged violation, failure, or refusal to comply with any term, condition, or provision of the Agreement, and upon failure of the Grant Recipient to correct any violations of the Agreement within a period of 15 days, modify or reduce the total amount of the funds available pursuant to the Agreement or terminate the funding in whole, or in part, at any time. The City of Lansing or CRCF will promptly notify the Grant Recipient in writing of the determination, the reason for the termination, and the effective date of termination.
- C. The Grant Recipient and Project Beneficiary hereby agree that no alterations will be made to the exterior of the building, within three (3) years of the date of receipt of the grant proceeds, without first consulting with the City of Lansing's Façade Design Committee on behalf of the MACIA. If the Grant Recipient or Project Beneficiary fail to comply, they may be ineligible for future grants and may be subject to repayment of the Grant Amount on a case by case basis, to be determined by the City of Lansing or CRCF.

Grant Recipient Initials:

Project Beneficiary Initials:

7. CERTIFICATIONS

- A. The Project Beneficiary hereby provides permission to MACIA to carry out the proposed façade improvements at no cost to the Project Beneficiary.
- B. The Grant Recipient hereby certifies that there has been no known change in the Project or the proposed Façade Improvements described in the grant application.
- C. The Grant Recipient hereby agrees to implement the Project and the Façade Improvements as defined in this Grant Agreement and that the funds made available will be used only as set forth in the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers as of the day and year first above written.

insert business/property owner name

By: _____

Insert owners name

Its: Owner

insert business/property owner name

By: _____

Insert owners name

Its: Owner or tenants

Michigan Avenue Corridor Improvement Authority

By: _____

Jon Lum

Its: Chair

Capital Region Community Foundation

By: _____

Laurie Strauss Baumer

Its: President and CEO

Lansing Economic Development Corporation

By: _____

Insert name

Its: President and CEO

Attachment A

SCOPE OF FAÇADE IMPROVEMENTS

Application, Drawings, Specifications, Line-Item Project Budget and Additional Supporting Documentation

Attachment B

PROJECT COMPLETION REIMBURSEMENT PROCESS CHECKLIST

Grant Recipient Name: _____

PLEASE NOTE:

- This Checklist is merely a summary aid and does not supersede the requirements of the Grant as outlined in the Corridor Façade Grant Agreement and Design Agreement.
- Reimbursement will be remitted to the Grant Recipient within 30 days receipt of all required documentation.

The City of Lansing reserves the right to conduct a Ribbon Cutting Ceremony within 30 days of project completion at the project site.

___ Upon completion of the project, and prior to grant money disbursement, the Grant Recipient shall schedule an on-site inspection with the Façade Design Committee to verify the project has been completed in accordance with the Design Guidelines and as outlined in the Grant and Design Agreement.

Once project completion has been verified, the applicant must provide the following documents for reimbursement:

___ Full Unconditional Waiver of Lien signed by each contractor who has completed the work. (Attachment is provided with Grant and Design Agreement.)

___ A Statement of Satisfaction Form signed by the Grant Recipient. (Attachment is provided with Grant and Design Agreement.)

___ Proof all contractors have been paid in full by the Grant Recipient for the portions, or parts of the project, that the Grant Recipient is seeking reimbursement for. This proof shall be a final invoice marked "Paid in Full" and copy of check payable to contractor(s).

Grant Recipient Initials: _____ Date: _____

Submit Reimbursement Materials to:

The Lansing EDC
401 S. Washington Square, Suite #101
Lansing, MI 48933

Attachment C

**FULL UNCONDITIONAL WAIVER
(Under the Construction Lien Act of 1980)**

My/our contract with _____ to
(other contracting party)
provide _____ for the improvement of
the property described as: _____

(use attachment if needed)

having been fully paid and satisfied, in the amount of \$ _____ and all my/our
construction lien rights against such property are hereby waived and released.

Contractor Name

(signature of lien claimant)

Address: _____

Phone: _____

Signed on: _____
(Date)

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

Instructions:

1. Any waiver of construction lien rights in advance of work performed is invalid.
2. A waiver of construction lien rights is valid only to the extent that payment for labor and material furnished was actually made to the person giving the waiver.

**Submit to: Lansing Economic Development Corporation
401 S. Washington Square, Suite #101, Lansing, Michigan 48933**

Attachment D

**CORRIDOR FAÇADE PROGRAM
SATISFACTION OF COMPLETION ACKNOWLEDGMENT**

PROJECT ADDRESS: _____
APPLICANT NAME: Michigan Avenue Corridor Improvement Authority (MACIA)_____

As the applicant on behalf of subject business or property owner where Corridor Façade Improvement work has been completed, I have inspected the work and agree that all work has been satisfactorily completed in accordance with the proposed Project plans, specifications and accepted Scope of Façade Improvements, and is acceptable to me.

As the applicant/owner, I know that I am solely responsible for the upkeep and maintenance of the subject property.

I hereby sign this acknowledgment of my own free will and authorize the Lansing Economic Development Corporation to make final and complete reimbursement of funds for the Façade Improvement portion of the Project.

Signature of Applicant
Jonathan Lum, Chair, MACIA

Date

Submit to: **Lansing Economic Development Corporation**
 401 S. Washington Square, Suite #101
 Lansing, Michigan 48933

MACIA 2025 Spending Plan

Total Budget: \$358,275.32

Spending Goals 75%: \$268,706.49

Spending Categories

Aesthetic and Design	\$ 80,611.95	30%
Economic Reconstruction/ Vitality	\$ 107,482.60	40%
Marketing and Promotional	\$ 53,741.30	20%
Organizational	\$ 26,870.65	10%

Aesthetic and Design:

- Block 2000: \$50,000
- Placemaking Initiatives: \$30,000

Economic Reconstruction/ Vitality:

- Advanced Redevelopment Solutions Agreement: \$15,000
- Development Initiatives: \$25,000
- Business Support: \$60,000

Marketing and Promotional:

- Michigan Ave. Event: \$35,000
- Print needs: \$1,000
- Graphic design needs: \$3,000
- Marketing and communications needs: \$10,000

Organizational:

- Contractor/Employee: \$25,000