

Lansing Tax Increment Finance Authority (TIFA)

Board of Directors Meeting

Friday, August 8, 2025 – 8:30 AM

Lansing EDC Office - 401 S. Washington Sq. Suite 101, Lansing, MI 48933

AGENDA

- 1) Call to Order
- 2) Approval of TIFA Board Meeting Minutes – Friday, July 11, 2025
- 3) Approval of Interlocal Agreement with Lansing BRA (ACTION)
For 603-607 E. Michigan Ave. Rehabilitation Project Brownfield Plan #88
- 4) Open Forum for TIFA Board Members
- 5) Other Business
- 6) Public Comment
- 7) Adjournment

Lansing Tax Increment Finance Authority (TIFA)
Board of Directors Meeting - Friday, July 11, 2025 – 8:30 AM
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MINUTES

Members Present: Shelley Davis Boyd, Catherine Rathbun, Dr. Alane Laws-Barker, Bryan Britten, Dr. Cristina Benton

Members Absent: Calvin Jones, Chaz Carrillo, Rawley Van Fossen, Jonathan Smith,

Staff Present: Kris Klein, Brian Swett

Guests:

Call to Order

Chair Davis Boyd called the Lansing Tax Increment Finance Authority meeting to order at 9:46 A.M.

Approval of TIFA Board Meeting Minutes - Friday, June 6, 2025 (ACTION)

MOTION: Member Britten moved to approve the TIFA meeting minutes from Friday, June 6, 2025, Board of Directors meeting, as presented. Member Rathbun supported the motion.

YEAS: Unanimous, motion carried.

TIFA Act Amendment and Updates

Kris provided a brief update on the status of the TIFA Act Amendment.

Open Forum for TIFA Board Members

None.

Other Business

None.

Public Comment

None.

Adjournment

Chair Davis Boyd called the Lansing Tax Increment Finance Authority meeting to adjournment at 9:47 A.M.



Kris Klein, President & CEO
Lansing Economic Development Corporation (LEDC)

DRAFT

Interlocal Agreement to Use Local Tax Increment Revenues for the Lansing Tax Increment Finance Authority District / Brownfield Plan #88 for the City of Lansing

Dated as of _____, 2025

WHEREAS, the Urban Cooperation Act, PA 7 of 1967, Extra Session (“Act 7”), provides that a public agency may enter into interlocal agreements with other public agencies to exercise jointly any power, privilege, or authority that the agencies share in common and that each might exercise separately; and

WHEREAS, the Lansing Tax Increment Finance Authority (“LTIFA”) was duly established pursuant to PA 450 of 1980, as amended; and

WHEREAS, the Lansing Brownfield Redevelopment Authority (“LBRA”) was duly established pursuant to PA 381 of 1996, as amended (“Act 381”); and

WHEREAS, the LBRA and LTIFA are each considered a “public agency” under Act 7; and

WHEREAS, the LBRA has the authority to pay for “eligible activities” (as defined in Act 381) and capture tax increment revenues generated by the levy of certain taxes via approved brownfield plans pursuant to and as described in Act 381; and

WHEREAS, in compliance with Act 381, the LBRA has an approved Brownfield Redevelopment Plan No. 88 that was approved by the Lansing City Council on July 28, 2025 as item # 12 on its agenda for the property generally described as being located at 603-607 E. Michigan Avenue in the City of Lansing (“Brownfield Plan No. 88”); and

WHEREAS, Brownfield Plan No. 88 sets forth the legal description of the property covered by such plan (the “Brownfield Plan No. 88 Property”); and

WHEREAS, the City of Lansing (the “City”), the LBRA, the LTIFA and Michigan Ave Revitalization, LLC have entered into the Development Agreement dated _____, 2025 (the “Development Agreement”); and

WHEREAS, the Development Agreement describes the project to be built on the Brownfield Plan No. 88 Property; and

WHEREAS, the LTIFA has the authority to capture tax increment revenues generated by the levy of certain taxes on property located within its district pursuant to existing tax increment plans previously adopted by the LTIFA (the “LTIFA Plan”); and

WHEREAS, pursuant to the LTIFA Plan, the LTIFA is currently or will be capturing tax increment revenues collected from the Brownfield Plan No. 88 Property; and

WHEREAS, the LTIFA does not currently levy any operating millage; and

WHEREAS, the LTIFA and the LBRA wish to set forth the manner in which certain taxes collected from the Brownfield Plan No. 88 Property will be captured by the LTIFA and transferred to the LBRA; and

WHEREAS, the LTIFA and the LBRA anticipate that the LTIFA will retain 10% of the tax increment revenue it collects from the Brownfield Plan No. 88 Property and deliver to the LBRA 90% of the tax increment revenue it collects on the Brownfield Plan No. 88 Property.

NOW THEREFORE, the LTIFA and the LBRA hereby agree as follows:

1. Transfer of Captured Taxes from the LTIFA to the LBRA. Subject to Section 2, 90% of the taxes collected from Brownfield Plan No. 88 Property and captured by the LTIFA pursuant to the LTIFA Plan shall be transferred by LTIFA to or pursuant to the written direction of the LBRA and used by the LBRA as set forth in the Development Agreement and in Brownfield Plan No. 88. The remaining 10% of the taxes collected from Brownfield Plan No. 88 Property and captured by the LTIFA pursuant to the LTIFA Plan shall be retained by the LTIFA. The parties acknowledge that the taxes that are currently being captured by the LTIFA with respect to the Brownfield Plan No. 88 Property are as set forth in Schedule 1.
2. Library Millage. The LTIFA agrees that it shall not capture any library-related millage collected from the Brownfield Plan No. 88 Property, and instead the LBRA shall capture 100% of the library-related millage collected from the Brownfield Plan No. 88 Property pursuant to Brownfield Plan No. 88 and the Development Agreement.
3. Additional Taxes Captured by the LBRA. The parties acknowledge that separate and apart from the taxes captured by the LTIFA and transferred to the LBRA pursuant to Section 2, the LBRA, pursuant to Brownfield Plan No. 88, will capture taxes listed on Schedule 2 from the Brownfield Plan No. 88 Property.
4. Limitation to Tax Increment Revenues from Eligible Property. The LTIFA shall only transfer to the LBRA the tax increment revenues actually collected from the Brownfield Plan No. 88 Property and such captured taxes also are subject to any limitations set forth in the Development Agreement. Upon termination or dissolution of Brownfield Plan No. 88, all tax increment revenues generated by the Brownfield Plan No. 88 Property after such termination or dissolution shall be captured and retained by the LTIFA as stated in the LTIFA Plan.
5. LBRA as Agent under This Agreement. The parties designate the LBRA as the agent to receive and disburse all tax increment revenues generated by the Brownfield Plan No. 88 Property until such time all obligations of the Development Agreement and Brownfield Plan No. 88 have been satisfied. LBRA agrees to do the same in conformity with this Agreement, the Development Agreement and Brownfield Plan No. 88.
6. Effective Date. This Agreement shall be dated as of the date set forth below the title of this Agreement, and shall be effective after (i) it is approved by the Boards of the LTIFA and LBRA, (ii) it is duly executed by their authorized representatives, and (iii) it is filed with the City Clerk and Secretary of State of the State of Michigan as required by Act 7.

7. Termination. The parties agree that this Agreement shall not be terminated during any period of time that there are remaining un-reimbursed Eligible Costs (as defined in the Reimbursement Agreement).
8. Severability. To the extent that any provision contained in this Agreement is deemed unenforceable, to the extent possible, the remaining terms shall remain in effect.

[Signature page follows]

DRAFT

The LTIFA and LBRA, by their authorized representatives, have executed this Agreement as indicated below.

This Agreement was approved by the City of Lansing Tax Increment Finance Authority. The _____ was authorized to sign this Agreement, and it was executed by the _____ on the _____ day of _____, 2025.

Witness:

CITY OF LANSING TAX
INCREMENT FINANCE
AUTHORITY

By: _____

Its: _____

STATE OF MICHIGAN)
) SS
COUNTY OF _____)

Subscribed and sworn before me on this _____ day of _____, 2018.

[Name]

Notary Public, City of _____

My commission expires:

This agreement was approved by the City of Lansing Brownfield Redevelopment Authority, and it was executed the ____ day of _____, 2025.

Witness:

CITY OF LANSING
BROWNFIELD
REDEVELOPMENT AUTHORITY

By: _____

Its: _____

STATE OF MICHIGAN)

) SS

COUNTY OF _____)

Subscribed and sworn before me on this ____ day of _____, 2025.

[Name]

Notary Public, City of _____

My commission expires:

Schedule 1

Taxes Currently Being Captured by the LTIFA
from Brownfield Plan No. 88 Property
and to be Transferred to the LBRA
pursuant to the Interlocal Agreement

<u>Taxes</u>	Millage Rate as of December 1, 2024
Lansing Oper.	19.4400
Lansing Comm College	3.7611
Lansing School Sink	2.9575
Ingham County	5.6114
Ingham County Sum.	6.7807
Ingham Intermed.	4.9378
CATA	2.9895
CADL-Library	1.5590
Montgomery Drain	0.2600
Public Safety	3.5000

Schedule 2

Taxes to be Captured by the LBRA
Pursuant to Brownfield Plan No. 88

<u>Taxes</u>	Millage Rate as of December 1, 2024
State Education Tax	6.0000
School Operating Tax	17.4478
City Library	1.5590