

AGENDA

Committee of the Whole February 9, 2026 at 5:30 PM



Lansing City Hall, Tony Benavides Lansing City Council Chambers
124 W. Michigan Avenue, 10th Floor

To provide input or ask questions on any item that is listed on the agenda,
members of the public may contact the City Council at city.council@lansingmi.gov or (517) 483-4177 prior to the meeting.
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Council Member Peter Spadafore, Chairperson
Council Member Trini Pehlivanoglu, Vice Chairperson

1. **Call to Order**
2. **Roll Call**
3. **Minutes**
 - A. January 26, 2026
4. **Public Comment on Agenda Items (Up to 3 Minutes)**
5. **Presentations:**
 - B. Ingham County Intermediate School District Superintendent - Jason Mellema
 - C. City Construction Project(s) Status Updates- Administration
6. **Discussion/Action:**
 - D. RESOLUTION - Appointment; Kim Butcher; At-Large member of the Board of Review; Term to Expire June 30, 2027
 - E. RESOLUTION - Set a Public Hearing on the First Amendment to the Operating Agreement between the City of Lansing & Lansing Entertainment and Public Facilities Authority (LEPFA)
7. **Other**
8. **Adjourn**

Persons with disabilities who need an accommodation to fully participate in these meetings should contact the City Council Office at 517-483-4177 (TTY 711) 24 hour notice may be needed for certain accommodations. An attempt will be made to grant all reasonable accommodation requests.

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MINUTES
Committee of the Whole
Monday, January 26, 2026 @ 5:00 p.m.
Tony Benavides Lansing City Council Chambers

CALL TO ORDER

Council Member Spadafore called the meeting to order at 5:00 p.m.

PRESENT

Councilmember Tamera Carter
Councilmember Jeremy Garza
Councilmember Adam Hussain
Councilmember Ryan Kost
Councilmember Clara Martinez
Councilmember Deyanira Nevarez Martinez
Councilmember Trini Pehlivanoglu
Councilmember Peter Spadafore

OTHER PRESENT

Sherrie Boak, Council Staff
Greg Venker, City Attorney
Lisa Hagen-Lawrence, City Attorney
Mark Lawrence, Mayor's office
Marc Jones, Dept. Public Service
Jake Brower, Chief Strategy Officer
Crystal Thomas, Finance Director
Pastor Kenny Craig
Tyler Baker, Maner Costerisan
Rawley Van Fossen, EDP Director
Dick Peffley, LBWL
Kim Coleman, HRCS
Chris Keck, Plumbers Pipefitters and Lansing Building Trades
Jeremy McCastle, Carpenters Union
Govindarajan Murali
Mr. Duvall
Ivan Droste
Elaine Fischhoff
Katherine Alaino
Aria Morey, Lansing Women's Shelter
Greg Pratt, Michigan Hope
Quinn Schafer
Melissa Gabriel
Benjamin Wilderson
Shantel Spees
Todd McCastle

Ben Dodson
Dylan Zacks
Aaron Nelland, Union representative
Logan Fairchild
Mike Smalligan, Cherryhill resident
Deborah Mulkahy
Jocelyn Mills
Greg Pratt
Kenny Craig
Connie Craig
Emma Ronan
Mr. Meshesky
John Warmb
Steph Orderchohin
Levi Labruzzo
Faith Bradley
Ron Wright
Marshall Clabeau
Olive Garza
Mateao Cleary
Kelly Smith
Mark Harmon
Sean Barnum
Mr. Horshack- virtual
Bill Tucker, Maner
Khadja Ericson
Kyle Richard
Erin Riley
Mayor Schor arrived at 7:34 p.m.

Minutes

MOTION BY COUNCIL MEMBER PEHLIVANOGLU TO APPROVE THE MINUTES FROM JANUARY 12, 2026, AS AMENDED WITH COUNCIL PRESIDENT SPADAFORE CALLING THE MEETING TO ORDER AT THAT MEETING NOT THE CITY CLERK. MOTION CARRIED 8-0.

Public Comment

Mr. Keck spoke in support of the ACT-7-2025 and rezoning at those properties.

Mr. McCastle spoke in support of the ACT-7-2025 and rezoning those properties.

Mr. Murali spoke in support of the data center and submitted a list of questions for the record.

Mr. Duvall spoke in opposition to the sale under ACT-7-2025 and rezoning of the parcels for the data center.

Mr. Droste asked the following questions:

1. Does Deep Green believe the parcels in question represent the only workable location in Lansing for this data center project? Would it be feasible (from both an engineering standpoint and a financial standpoint) for Deep Green to build a data center elsewhere in the city outside the Downtown region?
2. Has Deep Green researched other potential locations for data center projects within the Board of Water & Light's service area outside Lansing's city limits? If so, has Deep Green identified any such locations as

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- viable? Would Deep Green pursue a data center project elsewhere within BWL's service area if City Council were to reject the current proposal?
3. If City Council approves Deep Green's proposal, are there any individuals *presently* employed by Deep Green who intend to take up residence in Lansing?
 4. If City Council approves Deep Green's proposal, how many individuals will Deep Green employ to operate the facility once it's operational? How many of these positions will be full-time? How many of them will be on-site, and how many will be remote?
 5. Deep Green estimates the data center will draw 24 MW of electrical power. What is Deep Green's confidence in this estimate? Can Deep Green predict how the facility's electricity use might change in the future?
 6. Does Deep Green intend to install backup generators on-site? If so, how many will be installed, and what will be used to fuel them? Has Deep Green estimated how much fuel the generators will use annually?
 7. Has Deep Green been in discussion with any potential clients for this data center? How does Deep Green intend on selecting its clients?

Ms. Fischhoff spoke on the data center impact.

Ms. Alino, encourage Council to vote no for the land for the data center, and asked for publication on the plan, hold public hearings and respond in writing to comments.

Ms. Mowry spoke to the homeless in the City.

Mr. Pratt voiced concerns with access to Causeway Bay, and not offering it to everyone. Mr. Pratt then acknowledged Council Member Kost for assistance to a warming center.

Ms. Mills spoke in opposition to the data center in downtown Lansing.

Mr. Zacks spoke in opposition to the data center.

Mr. Nellend spoke in support of the sale of property under ACT-7-2025.

Mr. Fairchild spoke in opposition to the data center.

Erin Riley spoke in opposition to the data center.

Mr. Sullivan spoke in opposition to the data center site. He then spoke on 5 questions on the rezoning and sale. First, does the City know what is going to be permitted; data center or power plant. Second, is the City ever going to meet sustainability goals. Third, Is the BWL charging enough for the industrial power. Fourth, are there adequate community benefits. Fifth, what parts of the Lansing noise ordinance will Deep Green be held accountable.

Ms. Mulchahey spoke on the noise from the data center, then spoke on the SLU for 500 S MLK, and referred to a FOIA request on the application, but never got it. Ms. Mulchaehy then spoke on the impact of Deep Green, the use when the data center leaves, and the impact on the property taxes.

Ms. Rownan spoke in opposition to the data center.

Resident spoke in opposition to location proposed to the data center in the eastside neighborhood area.

Mr. Meshesky spoke on the Deep Green proposed project.

Mr. Warren spoke in opposition to the data center.

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Ms. Anderjanon spoke in opposition to the data center.

Ms. Garza spoke in opposition to the data center and voiced her concerns for a recent Deep Green open house where they did not have answers to her questions.

Moteao Cleary spoke on the impact of the data center.

Mr. Smith spoke on the data center and the concern of the oversight and impact on the water shed.

Ms. Linder spoke in opposition to the data center.

Council Member Hussain stepped away from the meeting at 6:00 p.m.

Mr. Harmon spoke on the data center

Mr. Barnum spoke on the data center and what occurred recently in Saline.

Council Member Hussain returned to the meeting at 6:02 p.m.

Ms. Breezy spoke in opposition to the data center.

Mr. Horshack spoke on the individuals who have been placed in Causeway asking for an extension to help the homeless.

Discussion/Action

RESOLUTION – Appointment; Kim Butcher; At Large Member of the Board of Review; Term to Expire June 30, 2027

Mr. Butcher was not able to attend and Council President Spadafore moved the item to the next meeting.

RESOLUTION – Set a Public Hearing; Noise Special Permit – CSO019

Mr. Jones spoke on behalf of the City and contractor Hoffman Brothers, asking to allow work on Saturdays from 8 am to 4 pm. In this project, Oakland will be a complete closure, and if working on Saturdays they can do in 4 months but if no Saturdays are granted it could take 6 months. In addition, when it is work on a MDOT roadway, they request for the detour to be onto another MDOT roadway, so this will be detoured to I-496.

MOTION BY COUNCIL MEMBER PEHLIVANOGLU TO APPROVE THE RESOLUTION SETTING THE PUBLIC HEARING FOR FEBRUARY 9, 2026 FOR THE NOISE SPECIAL PERMIT FOR CSO PROJECT 019. MOTION CARRIED 8-0.

RESOLUTION – Set a Public Hearing; Noise Special Permit – CSO 016/017

Mr. Jones spoke on behalf of the City and Hoffman Brothers, noting this project was scheduled for a year and half construction, but due to delays with the railways, it was pushed to a 3rd year. This is north of the Old Town area, and they are requesting this noise permit for work on Saturday to expediate the completion of the project.

MOTION BY COUNCIL MEMBER PEHLIVANOGLU TO APPROVE THE RESOLUTION TO SET THE PUBLIC HEARING FOR FEBRUARY 9, 2026 FOR THE NOISE SPECIAL PERMIT FOR CSO PROJECT 016/017.

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Council Member Hussain asked if this is for every Saturday referenced in those dates in the resolution, and it was confirmed by Mr. Jones adding that the times will also be from 8 am to 4 pm.

Council Member Carter asked for the estimate date of completion and Mr. Jones stated they project mid to late September.

MOTION CARRIED 8-0.

RESOLUTION – Deficit Elimination Plan; Lansing Public Media Authority for payroll services reimbursement

Mr. Brower explained that this is a partial administrative process as part of the audit process, per the State Treasury Department. The public media authority is its own entity of the City, and will operate the Ovation Media Center. Currently Ovation has one employee, and that payroll is running those through the City payroll, and then they reimburse the City. This payment was still on the books as of June 30th, 2025 but during the audit it was still receivables and needed to be cleared out and placed on the books of the Public Media Authority. Ms. Thomas added this is a routine requirement with the State. There was no shortage, but it was timing of the particular payment.

MOTION BY COUNCIL MEMBER PEHLIVANOGLU TO APPROVE THE RESOLUTION FOR THE DEFICIT ELIMINATION PLAN FOR THE PUBLIC MEDIA AUTHORITY. MOTION CARRIED 8-0.

RESOLUTION – Set a Public Hearing; Z-1-2026; 500 S Martin Luther King Jr. Blvd.; DT-1 to DT-2 Urban Flex

RESOLUTION – Set a Public Hearing; SLU-1-2026; Special Land Use Permit; 500 S Martin Luther King Jr. Blvd. for a sheltered care facility

Ms. Stachowiak, Mr. Van Fossen and Pastor Craig spoke on the items. Mr. Van Fossen stated these have already been reviewed by the Planning Commission. Ms. Stachowiak added that the Planning Commission did make the recommendation to approve both. The new rezoning would allow shelters with the granting of a Special Land Use (SLU). Staff recommendation is also to approve. Ms. Stachowiak did also add that currently the church is operating on a temporary permit helping approximately 50 people. Pastor Craig spoke briefly on what the church has done; the Advent House approached them to help the homeless, providing a temporary shelter to assist specifically families, in solely emergency situations.

Council Member Garza asked about the Planning Commission vote of 4-3, and why the 3 did not support it. Council President Spadafore acknowledged he attended that meeting, and there were some concerns, they were hoping to take more time on the application at another meeting. It is within Council purview to add any stipulations under the SLU.

Council Member Carter asked if this is temporary during winter months only. Mr. Van Fossen stated the SLU application in front of Council currently is for the special use to be allowed at any time. Pastor Craig stated they have not considered summer months, the request was to address the need during this cold time. They are not operating by the Cold Blue, they believe anything below 32 is necessary, not just when a Code Blue is declared. As for summer operations, they have not discussed that option.

Council Member Hussain asked about the Planning Commission discussion; asking if there was a concern for special land use or the rezoning, in addition to that question he asked under the DT-2 what other uses can occur. Ms. Stachowiak stated that all uses in DT-2 could be permitted but there are some SLU uses that would have to come to Council, similar to this request. Ms. Stachowiak continued answering the first question, that during the SLU vote they

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wanted to apply conditions, but Council can apply those. It was noted for Committee that the applications for the rezoning and special land use are in the packet. Council Member Hussain asked about the SLU intent, since it will be for the entire parcel, would this allow the applicant to build a facility. Ms. Stachowiak stated no, any expansion of a new building would have to come back to Council. It was reiterated that this request is for a shelter care facility in the existing church building. Council Member Hussain asked if the people benefiting have to be connected to the church and Pastor Craig stated that the members they have served so far are not members of the congregation, it is open to members of the public.

MOTION BY COUNCIL MEMBER PEHLIVANOGLU TO APPROVE THE RESOLUTION TO SET THE PUBLIC HEARING FOR Z-1-2026 500 S MARTIN LUTHER KING JR. BLVD. FOR FEBRUARY 23, 2026. MOTION CARRIED 8-0.

MOTION BY COUNCIL MEMBER PEHLIVANOGLU TO APPROVE THE RESOLUTION TO SET THE PUBLIC HEARING FOR SLU-1-2026 500 S MARTIN LUTHER KING JR. BLVD. FOR FEBRUARY 23, 2026. MOTION CARRIED 8-0.

Presentations

City of Lansing Annual Audit Fiscal Year Ending 6/30/2025- Maner Costerisan

Mr. Baker and Mr. Tucker went through the final audit document in the packet and board communication letter.

Council Member Kost stepped away from the meeting at 6:32 p.m.

Mr. Tucker outlined what each document was, which includes a section on corrected and uncorrected statements.

Council Member Pehlivanoglu stepped away from the meeting at 6:34 p.m.

Mr. Tucker expanded on what the opinion on the City financial statements; government activities, aggregate, major funds, general funds, state funds, public safety funds, sewage disposal fund, municipal fund, unmodified or clean opinions on those items.

Council Member Kost returned to the meeting at 6:36 p.m.

Mr. Tucker referred the Committee to page 29-30 of the document which is the statement of net position. This statement is presented on capital assets, long term obligations, net OPEB and Pension liability.

Council Member Pehlivanoglu returned to the meeting at 6:38 p.m.

Mr. Tucker expanded on the funding for the pension and net OPEB, liability.

Mr. Baker went through government funds. He noted that total assets were \$53.5 million in GF, prior year it was at \$65 million. Mr. Tucker went through the findings noting each and which is consistent with previous years.

Mr. Tucker spoke briefly on the LEPFA process graph in the packet.

Annual Compensation Financial Report for FY 2024-2025

Mr. Randall, Ms. Thomas and Mr. Brower spoke on the CAFR document in the packet and filed with the State.

Council Member Garza stepped away from the meeting at 6:51 p.m.

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Ms. Thomas acknowledged her staff contribution to the report.

Mr. Brower outlined the improvement they have made over the years in liability.

Council Member Garza returned to the meeting at 6:53 p.m.

Mr. Brower spoke on property tax stability, Headlee cap, income tax strength, future budget adjustment, State revenue projections, and offered any assistance for any questions.

Council President Spadafore referred to the findings from the external auditor relating to JE and bank reconciliations and if there are new ones. Mr. Brower stated that they could adjust the audit to breakout to personnel and operating, but potentially would be a standard in the future. There were a number of adjustments throughout the process, but they hope to process those improvements in the future. Council President Spadafore asked if the outstanding issues would be addressed in the future. Ms. Thomas stated they are looking into the larger departments, because they need the support of what is being asked of them so finance can do billing timelier. This would include training. The bank reconciliations finding is a new one, it has to do with getting access to the retirement bank statements, but because of limited access it took time to get them.

ACT-7-2025; Sale of Property, Lot 49, 200 Block S. Cedar Street & Conditional Rezoning Z-2-2025; 220 S Larch and 3 adjoining parcels – Economic Development & Planning and LBWL

Mr. Lawrence distributed the staff report for the ACT-7-2025 and Z-2-2025. Ms. Stachowiak summarized the staff report on the sale and the rezoning along with the permitted uses, concluding that the Planning staff recommended approval of both.

Council Member Kost stated it was noted this would not be ideal with the housing master plan, and there is housing a few blocks north; Stadium north lofts. Ms. Stachowiak stated the area of this application is a different environment. The area is a heavy pedestrian traveled area and studies show the presence of pedestrians cause the flow of traffic to slow down. When traffic goes south of Michigan Avenue, towards the area in these applications, they speed up. The discussion then went onto if location of buildings, the types of buildings, and this proposed location for the data center would be desirable for a residential complex. Council Member Kost noted that there are some walking amenities, but Mr. Van Fossen stated that there have been no housing development applications submitted to the City for this area. This developer came to the City and requested it, and EDP's task is to address that request. Council Member Kost asked about what will happen to the Lugnut staff parking that currently uses Parking Lot 49 now. Mr. Van Fossen stated there is an agreement in the works with the Lugnuts for parking, they have verbally told the City they have no problem moving their parking to the lots under the Lansing Center. Council Member Kost referenced the renderings they have shown, stating that during public meetings they stated they didn't have drawings. Mr. Van Fossen stated they have gotten renderings, and Council will see those at the February 9th Council Meeting when Deep Green will do a presentation before the public hearing.

Council Member Hussain stated that in 1990 and 2010 when the City acquired the lots, it allowed the City to maintain site control and bridge the stadium district. Mr. Van Fossen assured this is the best plan for the City, the appraisal is the most recent, but would follow up on obtaining the previous appraisal. Council Member Hussain spoke about environment and if the sale would be as is, and Mr. Van Fossen confirmed it would be. Mr. Van Fossen stated they have not gotten any indication of any incentives. Council Member Hussain asked OCA, based on the original understanding that the City wanted control of the future control on the site, has there been discussions in the sale agreement, that if there are issues with completion of the project, would this come back to the City. Mr. Venker first acknowledged that the current appraisal was from 2023. Council Member Hussain reiterated that the City cannot

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impose conditions on a rezoning, but were there any conditions discussed. Ms. Stachowiak stated conditions are related to uses, the development of the site, landscaping, etc. but there are some conditions that cannot be enforced or monitored. Council Member Hussain asked if in terms of this size of data center, what type of investment do these uses usher in and can this be an economic impact. Mr. Van Fossen stated that they have been able to show there are secondary developments from surrounding efforts. He believes it is an economic driver for the community, and directly what they have offered immediately is the investment of local programming, return on investment in general. Mr. Venker responded to an earlier question by Council Member Hussain, citing that on page 9 of the purchase agreement, there is a condition that if the project is not commenced within 2 years, the City can purchase back. Council Member Hussain asked about the intent of "commence", such as if they lose financing, and stop, then what. Mr. Venker stated "commencement" is vertical build, if they partial build there could be a half built structure that can be a data center.

Council Member Nevarez Martinez asked about why the Planning Commission denied the rezoning. Ms. Stachowiak stated they recommended denial by a split vote, and but approval of the sale; ACT-7-2025. There was a discussion between the two, and some that voted against the rezoning voted for the sale.

Council Member Hussain stepped away from the meeting at 7:24 p.m.

Council Member Nevarez Martinez asked if the vote for the sale passes, it does not go without the rezoning use. Mr. Van Fossen stated that Council still has a determination, the Planning Commission is a recommendation. Council Member Nevarez Martinez asked about the report that is custom and practice to provide the Council from the Planning Commission on why they did not approve the rezoning and provide a report stating why they denied.

Council Member Hussain returned to the meeting at 7:26 p.m.

Mr. Van Fossen stated they met prior to Council Member Nevarez Martinez taking office and their report was part of the referral in December. Council Member Nevarez Martinez then referred to the environmental impact report, reciting the intent to impact and improve the environment, which she read from the previous Act 33 report, asking if they recalled this, and they confirmed. She then asked Ms. Stachowiak and Mr. Van Fossen to identify each and every study they conducted to support the statement they wrote in their report. Ms. Stachowiak stated they looked as if it was a raw site and development; they are going from impervious surface to impervious surface. Regarding the building itself on contamination, there are certain codes at City, State and Federal level that regulates, and in regard to handling contamination and handling electricity, and power generated, there are permits, and these codes are written by experts in the field. The city will not allow a building to be constructed if it cannot hold up, these codes are in place to ensure nothing happens, and that is why permits are reviewed and inspected, not just by the city, but the State, EGLE, FEMA, etc. Council Member Nevarez Martinez asked again if there were any studies done or reviewed to verify their statement in their report, and they stated no. Council Member Nevarez Martinez then asked them to identify any expert report they read specific to the proposed Deep Green data center project. Mr. Van Fossen stated their work was specific to the zoning question and sale of the property, and the questions might be better suited for the applicant Deep Green directly. Council Member Nevarez Martinez asked about the submission Deep Green in seeking approval to building the 5.3 megawatt center on the Deep Green England web page. In that report they provided 99 documents in connection with what they were asking for, things she felt are very important to this rezoning. Mr. Van Fossen stated they did not submit any of those documents with these submissions to the City, they did review a vehicular traffic study they commented on in their report. Council Member Nevarez Martinez

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then asked Mr. Van Fossen if he had read the Bradford Data Center Operational TN5 Energy Report, and Mr. Van Fossen stated he is not familiar with that.

Council Member Martinez asked about the conditional rezoning question, also if they broke down, and they stopped and something happened, what happens if it does not become a data center. Ms. Stachowiak stated that someone else can come along with another proposal they would have to rezone it to what they are requesting. There is something in the ordinance, the City has never been faced with since conditionals are rare, there are some conditional rezoning is that they can revert back; there is a time frame in the statute, and the development has to be close to meaningful completion.

Council Member Pehlivanoglu asked about noise pollution within industrial threshold and if that comports to what BWL across the Street already adheres to and what does that compare to residential. Mr. Venker stated activity on industrial property is exempt from criminal general provisions. Council Member Pehlivanoglu asked Mr. Peffley about the rate concerns, with a data center will this raise rates for all residential customers. Mr. Peffley acknowledged the concerns, and assured the Committee that rates are set by cost of service. A customer that comes in, applies and they are put in a rate appropriate to the class. The board has the ability to add protections for a start up to protect for that. In this case, Deep Green was told that with any infrastructure that has to be put in will have to be paid for up front. They will draw 24 megawatts, 8 megawatts will come off the grid, and 16 will be fuel production on site. They will pay all capital costs of the energy site, the BWL will own and operate ultimately, so if they leave BWL will own and there will be no stranded cost. They are not giving Deep Green any incentives, but with this there will be a reduction in natural gas to heat the steam customers, 25% reduction in natural gas usage. It is a 5-6 year reduction, and the total reduction in the gas portfolio is not 25%, there is 21% renewable natural gas, but there will be an overall impact. The cost for the fuel cost adjustment is flexible, in this case fuel cost will drop and will be reflected in the customers bills, and BWL cannot use. The hot water utility customers will see the reduction as BWL builds up. They do not see impact on residential customers, and if this occurs they will have the site.

Council Member Pehlivanoglu asked about the energy standard and how it affects BWL clean energy goals but 2030. Mr. Peffley stated there are multiple requirements, and their hopes are the plant/facility on site will help the clean energy goals for them. There is not a fuel cell plant in Michigan, and the intent to get this is considered clean energy. The intent is to push this plant as clean energy, it uses natural gas but burns natural gas by burning it down and no typical combustion, so it is cleaner, not renewable. The win for BWL is they can bring on different types of clean energy renewables. Council Member Pehlivanoglu asked Mr. Peffley if there were any independent reports to define sustainability and claims they are saying they will do and what they are saying on the impact. Mr. Peffley stated they looked at it from their view of the drinking water across the street and they saw no impact on that. As far as emissions and noise they did not look into that, the intent was to supply them with the energy, water and customers felt harmless and water had no chance for impact from the data center. They got the assurances they wanted. Mr. Van Fossen stated their cursory review, most of this will happen with formal site plan, through EDP, Fire, BWL, Public Service, CATA, other City departments, and architectural review under State building licensed requirements, along with Public Service on ground water. Most of the inquiries and deep research would be if this was approved.

Council Member Hussain asked about the impact on the water this facility will use, and does BWL anticipate how much they will use annually, and secondly will there be replacement schedule, and lastly how will the water with the coolant be treated when it is replaced. Mr. Peffley stated they have provided the water loads, the lines that feeds them is minimally similar to a fast food restaurant. Can send Council what a restaurant uses in gallons, and it is

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minimal. He could not speak to Deep Green glycol system, you can send off site, there can be a closed loop, and the did ask them today if their system leaked do they have funds set aside, and they assured them they have insurance in place to handle that. Council Member Hussain asked dissipation for heat and how it happens in the summer months, and Mr. Peffley stated it will have 1/3 of the energy the BWL requires, in the summer the heat load does drop off, and there is heat in the industrial customers. There is still enough load to capture. If they were supplying 100% of the need there would have to be some kind of venting, but the numbers they have given BWL, BWL should be able to use all of the heat, and BWL will control 90% that is from the fuel cell. If there is a time of excess heat they can back that plant down.

Council Member Nevarez Martinez asked about the process would be done then determine the rates and class, and if that is less than a resident. Mr. Peffley stated they have asked for a rate.

Council Member Martinez stepped away from the meeting at 7:48 p.m.

They fall in 8 cent rate category and are not negatively impeding on other customers. The fuel cell rate, which they will ultimately pay for entire plant, BWL will discuss with them. They could own the plant, but BWL wants to own the plant because BWL is getting the heat form it and they want to manage their system. Council Member Nevarez Martinez reiterated a statement that BWL will make a \$1.1 million return on equity payment to the City once the data center is up and running, hence will the City expect that payment. Mr. Peffley stated the \$1.1 million, that is coming from the 6% of the gross income from BWL, and that will ramp up slow. In a fairly short time frame they expect for the load of 24 megawatts, and with the 6% cost of that revenue, if they deviate there would be penalty. Council Member Nevarez Martinez asked Mr. Peffley if he read the Bradford report mentioned to Mr. Peffley and he stated he had not but he did do studies of the their other properties.

Council Member Martinez returned to the meeting at 7:51 p.m.

The contract with them is not signed, and they have agreements and contingent on City. They believe the business plan is sound. Council Member Nevarez Martinez ask if he was aware that Deep Green LLC did not exist 6 months ago, and Mr. Peffley was aware it is not a concern, it is funding option. BWL will not have any issues getting funding, they get the asset funding up front. Council Member Nevarez Martinez noted that "Octopus" is similar to concerns with the American data center builder.

Council Member Garza asked the staff about the closed loop system, and it is common, asking them to explain other buildings that have closed loop system. Mr. Peffley stated the Delta powerplant has a closed glycol look system. Council Member Garza asked if hospitals and schools are similar to closed loop glycol system, and Mr. Peffley stated there are some with the glycol systems.

Council President Spadafore informed the public that the public hearing and presentation for this project at City Council meeting. There will be representatives at the meeting for input and discussion.

HRCS Update on Moving Forward with Individuals at Causeway Bay

Joe MacDonald, Kimberly Gillespie, Bethany Royston offered the overview. They first stated that when this opportunity was presented to HRCS, it was determined HRCS would work with Causeway Bay for those in the encampment. They would continue to work on housing and outside agencies would work on the needs of the individuals. When the individuals left the encampments, the agencies provided transportation, storage units and storage totes, and and emergency case management. HRCS works in the support role of hotel registration, payment.

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HRCS started with 16 hotel rooms, 26 residents. HRCS and other supporting agencies have relied on the coordination of onsite services, inter-agency coordination and basic needs support. For on-site services there are three service agencies, a minimum of three agencies provide assistance on every Tuesday and Thursday assisting with applying for ID cards. They are meeting on a bi-weekly basis with progress on a case by case basis. The most recent meeting was January 21st. They are helping to coordinate efforts to help residents who are struggling to meet their basic needs.

Council President Spadafore passed the gavel to Council Member Pehlivanoglu and stepped away from the meeting at 7:59 p.m.

Ms. Gillespie continued outlining what agencies are doing and what needs are being met. This work is not without challenges. It was noted that as of today there are 25 rooms, occupied by 49 former encampment residents.

Council Member Pehlivanoglu passed the gavel back to Council President Spadafore at 8:00 p.m.

Ms. Gillespie noted that HRCS is still working on permanent housing, shelters but the hotel is a time-limit intervention; a period of 6 weeks. Funds provided were initially allocated for those six weeks, and despite that HRCS continues working towards care and balanced approach with dignity and care while also emphasizing accountability, progress and proper use of funds.

Council Member Martinez, asked for clarification that there are 25 rooms, 49 residents, and it was confirmed. The number has decreased, it was 60 rooms and 57 residents. Council Member Martinez asked about the case management, basic needs, helping with ID and birth certificate. Ms. Gillespie acknowledged that those are not a HRCS effort, but that HRCS is simply providing hotel assistance. There are eight 8 agencies providing services; Punk with Lunches, Lahara, Tenant Resource Center, Ingham County Health Department, and Advent House to name a few. Council Member Martinez then asked how many of the residents had secured housing vouchers and Ms. Gillespie noted only two (2) have but are waiting on placement. Council Member Martinez asked if more are trying to secure by the end of the month when the 6 weeks are up. Ms. Gillespie confirmed they are an ongoing task, there are barriers in obtaining housing. Council Member Martinez asked how the 6 week time frame was decided, and Mr. Venker stated that funding from a previous budget and the budget was based on estimated rooms and residents.

Council Member Nevarez Martinez asked how HRCS selects who gets a room. Mr. MacDonald stated it was according to the court order; it was the people identified in the encampment. Council Member Nevarez Martinez noted there were more than 49 and Mr. MacDonald confirmed there were initially 57. Council Member Nevarez Martinez asked about the other 8 that are no longer there. Mr. MacDonald confirmed they went into the hotel, and Ms. Gillespie stated that they were kicked out of the hotel for various reasons and were not placed into other housing. Council Member Nevarez Martinez asked if there were other housing resources they could use besides vouchers. Mr. MacDonald stated that housing Housing Assessment Resource Agency is taking the lead on helping to place people in housing or supportive housing. The people are in various stages with qualifying with those, and they are ranked, which is through the coordinated entry program, and there are tools for prioritizing vulnerability.

Council Member Hussain asked about he 57 physical check in at start, for non-compliance of rules, did the City follow up with the people who left. Ms. Gillespie, HRCS is not responsible for case management or services, just the hoteling. Those removed from the hotel were because they did not comply with the hotel rules, and the agency providing services could provide information. Council Member Hussain asked what the effort is beyond the 6 weeks.

DRAFT

Mr. MacDonald, stating that having everyone under one roof does help in coordination of services. The money the city allocated will run out soon, the Ingham County Housing Trust Fund Committee voted for \$76,000 to go towards this effort and the City will take that. Council Member Hussain, asked what does that buy in terms of time. Ms. Gillespie stated approximately 2 months.

Council Member Pehlivanoglu asked what is the dollar per day or week the city has been paying. Ms. Gillespie stated they are invoiced weekly from hotel, the rooms are at the rate of \$60 per night, 2 occupants per room, and the cost so far approximately \$38,000. Council Member Pehlivanoglu asked when city funding ends, and Ms. Gillespie said it depends when occupants entered the hotel, some will end 1/229 or 2/4. Council Member Pehlivanoglu asked in the next 8 weeks, if still not housed due to the process what are the next steps. Ms. Royston stated that if someone came from encampment into the program, being respectful, following all the case management, they are willing to be active, selected for jobs, and take initiative and contribute to their own success in the housing process they are willing to extend.

Council Member Carter asked Mr. Venker about the consent agreement in play, and there is communication that the agencies that were advocating for Dietrich Park residents, were not aware of the consent agreement conditions including transportation, medical assistance, ADA transportation, etc. Mr. Venker confirmed there is a consent agreement by the court, the parties are the City and property owner JJ properties. The final details were not finalized, at which point it was final and executed. The consent agreement contained timelines, and nothing was broadcast until the court order was final order. The initial goal and intend was the city would help with hotel and transportation several days after that order, with intent of goal to start December 22nd and 23rd, understanding many people wanted to move before that.

Council Member Carter referred back to the statements on the storage units, and she had heard some belongings were destroyed or lost. Ms. Gillespie stated she did not want to speculate, it was not from encampment to storage, but it was the items they left at the encampment is when those were destroyed. As far as the transition period, it was seamless.

OTHER

No other topics.

Adjourn

The meeting adjourned at: 8:18 pm

Respectfully Submitted by,

Sherrie Boak, Recording Secretary, Lansing City Council

Approved by the Committee

City Council Meeting: Lansing Data Center Inquiry (Jan 26, 2026)

1. Grid Management & Priority (Target: BWL)

- **Local Curtailment:** On a 100-degree day when the local grid reaches 95% capacity, is this data center on an "**Interruptible**" rate status? Does the BWL have the contractual right to curtail the center's power to protect residential AC units, or is this considered "**Firm Load**" with the same priority as a hospital?
- **Reserve Margins:** What is the projected **Reserve Margin** for the downtown grid after adding this 24MW load? Does this project move us closer to the threshold where voluntary conservation requests become necessary for residents?

2. The "Digital Boiler" & Thermal Efficiency (Target: BWL/Deep Green)

- **The 15-Year Timeline:** While Phase 1 starts in 2026, critics suggest the full loop won't be completed for 15 years. Will the estimated **\$1.1M in natural gas savings** begin immediately, or is that a "full capacity" figure that residents won't see for a decade?
- **Heat Grade:** Server waste heat is often considered "low-grade" (30–50°C). Is this heat at a high enough temperature to truly displace natural gas boilers for downtown buildings, or does it require significant additional energy (heat pumps) to reach a useful temperature?
- **The Carbon Trade-off:** If the data center uses 24MW of power—much of which is generated by natural gas—does the carbon saved in the water loop truly outweigh the carbon emitted to power the servers 24/7? Can you provide a **Net Carbon Impact** report for the community?

3. Water Technicals (Target: BWL Engineers)

- **The "Topping Off" Math:** You've compared the annual 550,000-gallon consumption to a local restaurant. What is the **initial fill quantity** required to start the system versus the annual **evaporative loss**? Specifically, how many gallons are used per "topping off" session, and how frequent are these refills?

(Handout continued on Page 2)

4. Client Pipeline & Industry Standards (Target: Deep Green)

- **The Industry Tier:** Is this facility being built to **Tier III or Tier IV** standards? (For context, Lansing's Liquid Web is Tier IV). Understanding this helps us verify if you are truly equipped for the "mission-critical" government and academic work you've described.
- **Contractual Guardrails:** You've identified universities, state government, and insurance as targets. Since you do not yet have confirmed tenants, what **contractual guarantees** can you offer to ensure this remains a civic/academic resource rather than being sold to a "hyperscale" tech giant?

5. The "Bill Math" & Public Audit (Target: City Council/BWL)

- **The WPCCA Credit:** We are told the \$1.1M gas savings will lower the **WPCCA (Water Power & Chemical Cost Adjustment)** on our water bills. How will the BWL ensure this specific credit is clearly identified so residents can see the direct benefit on their statements?
- **Audit Trail:** Will these savings be independently audited to ensure they aren't absorbed into the general fund but are instead passed directly to ratepayers through these cost-recovery line items?

6. Decision Criteria & Public Sentiment (Target: City Council)

- **The Decision Scorecard:** Beyond basic zoning law, what specific criteria will guide your vote?
 - **Resident Benefit:** Does this provide a verified net benefit without increasing residential rates?
 - **Zoning Precedent:** Is this "Industrial" rezoning narrow enough to prevent massive, non-heat-reusing projects from following in its footsteps?
- **The Sensitivity Question:** You have seen strong public emotion based on "hyperscale" projects elsewhere. **How do you balance "public mood" against the technical facts of *this* specific micro-project?** Does vocal opposition hold more weight in your decision than the long-term engineering and economic data presented by the BWL?



Michigan HOPE
Helping Others with Purpose and Empathy

January 26, 2026

City of Lansing

Subject: Request for Review Regarding Access to Homelessness Services

To the City of Lansing,

I am writing to respectfully request review and clarification regarding the administration of publicly funded housing and homelessness services within the City of Lansing.

Based on publicly available information and community observation, the City of Lansing and its partner agencies are currently providing recurring housing-related services funded through federal and state sources at the Causeway Bay Hotel, where individuals relocated from a single encampment are being housed. These services reportedly occur every Tuesday and Thursday from 2:00 p.m. to 4:00 p.m. and include coordinated entry participation, housing navigation, case management, and assistance with applications for housing programs.

At the same time, individuals who remain unsheltered in other encampments and locations throughout the City of Lansing appear to have more limited access to these services. Outreach and housing resources do not seem to be available at the same level for people who continue to live outdoors within the city limits.

This situation raises concerns about whether housing services are being delivered equitably across the broader unhoused population. While prioritization of limited resources is understandable, access to housing assistance ideally should not depend solely on location, particularly when individuals who remain unsheltered may not have meaningful opportunities to receive comparable support.

The concern expressed here is not related to the amount of funding allocated to any particular group, but rather whether publicly funded housing services are being administered in a manner that ensures fair and reasonable access for all individuals experiencing homelessness in Lansing.

This correspondence is submitted in the spirit of transparency and collaboration, and to request City review of current practices. I respectfully ask that this letter be entered into the public record and that a written response be provided.

Thank you for your time and consideration

Respectfully,

Greg Pratt
President
Michigan Helping Others with Purpose and Empathy (HOPE)

Submitted @mthg

517-402-6169

MIHOPE2024@gmail.com



IMPORTANT INFORMATION

Special Education Bond Proposal

May 5 Ballot Proposal

- Special Education bond proposal for \$99.96 million to upgrade Ingham ISD's special education facilities
- Tax Impact = 0.55 mill increase
- Impacts all Ingham ISD school district residents

GOALS OF THE 2026 SPECIAL EDUCATION BOND



Safe

Address critical and urgent upgrades identified in Beekman and Heartwood facilities



Accessible

Create classrooms and support spaces that allow all students to learn in safe environments that promote comfort, dignity, and independence



Engaging

Through thoughtful, creative, and impactful design, create spaces to engage and inspire students and staff

Why is the bond proposal necessary?

1. Ingham ISD's special education facilities average 53 years of age (Heartwood School and Beekman Center)
2. The proposed upgrades have significant costs in order to comply with current educational, accessibility, and safety standards
3. Programs require specialized spaces designed to support mobility, medical needs, and individualized instruction



Ingham ISD proudly serves our 12 school district communities



FOR MORE INFORMATION
 Email Communications@Inghamisd.org



Election Day is May 5!

Visit Inghamisd.org/Ourimpact/Special-Education-Facilities-Bond



Student-First Environments

The proposed new and renovated facilities included in the Special Education Bond prioritize safe, accessible, and engaging learning environments that promote comfort, dignity, and independence for students with disabilities—while extending the useful life of the facilities for the future.

Safe

- Secure entryway
- Weather protected pick-up/drop-off
- Appropriate restrooms
- Code compliant spaces
- Technology and security upgrades

Accessible

- Main entryway oversight
- Larger classroom spaces
- Classroom adjacent restrooms
- Access to external spaces
- Thoughtful, ADA compliant spaces

Engaging

- Essential life skills supporting features
- Interactive instructional devices
- Mobility, OT, and PT spaces
- Natural light and high ceilings
- Common spaces and playgrounds



Ingham Intermediate School District
A Regional Educational Service Agency

A legacy in our community

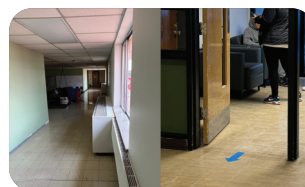
Founded by dedicated community members in 1968, the Beekman Center provided groundbreaking educational opportunities for children with disabilities before legislation established such rights. Despite its impact, the 58 year old building has not been significantly renovated. Growing enrollment led to the opening of center-based Heartwood School in 1978, which now requires improvements to effectively meet current educational, accessibility, and safety standards.

Beekman Center 58 YRS OLD **Heartwood School 48 YRS OLD**

Current Facility Challenges at Beekman and Heartwood



Weather Exposure: Pick-up and drop-off areas lack weather protection



Mobility Obstacles: Narrow hallways and common areas hinder accessibility and observation



Inadequate Restrooms: Restrooms are small, difficult for mobility devices, and not adjacent to classrooms



Aging Mechanical Systems: Mechanical systems are at their end of useful life



Undersized Classrooms: Limited space restricts therapy and impedes learning



Insufficient Storage: Lacking space for mobility device parking and storage



Small Cafeteria: Cannot accommodate student groups and has limited functionality



Non-Functioning Pool: Pool area is non-operational and unsuitable for water therapy



Lack of Activity Space: Limited space available for events and activities

Financial Impact

Est. Tax Impact of 0.55 mill increase on Home Market Values

Home Market Value	100K	153K MEDIAN HOME VALUE	200K	300K	400K
Annual Tax Impact	\$27.50	\$42.16	\$55.00	\$82.50	\$110.00

Impact to Median Household is approximately \$42 per Year

Note: The median taxable value per parcel for 2025 in Ingham County is \$76,665 per the equalization office. Typically, the home market value is estimated at a minimum of twice the taxable value.

VOTE ON OR BEFORE MAY 5, 2026



Absentee Voting Info
michigan.gov/sos/elections/voting/absentee-voting



Where do I vote?
mvlc.sos.state.mi.us/voter

LANSING PUBLIC SAFETY PROJECT

MEMO TITLE:	Public Safety Project Q4 2025 Quarterly Update
TO:	The City of Lansing
PRESENTED BY:	John McGraw - River Caddis Development
DATE:	December 31, 2025

PROJECT TEAM

Owner Representative: River Caddis Development

Construction Manager: Christman Company

Design Team: Hobbs and Black Architects | BKV Group

Overview

River Caddis Development is honored to provide this quarterly update for the City of Lansing on the Public Safety Consolidated Facility project. This report consolidates progress and planning details from The Christman Company and Hobbs + Black Architects. We remain grateful for the opportunity to collaborate with the City of Lansing and its partners to deliver this transformative project, enhancing public safety infrastructure while meeting budget and timeline expectations.

Current Project Status – 2025 4th Quarter Overview

Construction Progress

Construction activities and bid packages have progressed as follows:

Ongoing Construction and Coordination:

- Continued coordination with LBWL and other franchise utility providers.
- Continued assistance with the City's furniture and equipment procurement efforts.
- Continued coordination with the City IT Department and Facilities Group.
- Conducted OAC meetings for the Public Safety Complex at South Washington, Fire Station #9, and Fire Station #8.
- Continued construction activities for Bid Packages #3, #6, #7, #9, #10A, #10B, #11, #12, #13, and #14.
- Continued construction on Bid Package #16A (Site Concrete and Asphalt).
- Continued coordination on Bid Package #18 (Project-Wide Signage).



LANSING PUBLIC SAFETY PROJECT

Technical Coordination:

- Attended post-bids for Bid Package #14 and commenced construction activities following abatement.
- Participated in pre-bid meetings and issued addenda for Bid Packages #15, #16B, and #17.
- Processed RFIs, bulletins, change orders, and shop drawings for active and anticipated bid packages.
- Issued plan review responses for Bid Packages #14 and #15.
- Conducted site visits and issued field reports.
- Participated in major equipment submittal review meetings.
- Submitted supplemental fire alarm and suppression documentation as required.
- Continued weekly RFI/submittal review meetings, project change order review meetings, and BIM coordination sessions.
- Finalized monument and interior signage for Fire Station #9.
- Issued certificate of substantial completion and completed closeout for Fire Station #2.
- Reviewed and finalized Emergency Operations Center (EOC) scope for relocation to Public Safety Building.

Key Construction Milestones Achieved:

- Fire Station #2: Certificate of Substantial Completion issued and project closed out.
- Fire Station #8: Construction initiated following abatement and post-bid process.

Budget

The project remains on track within the approved \$175M budget, with continued monitoring of cost trends, bid evaluations, and procurement tracking to ensure alignment with financial goals.

Next Quarter Look Ahead – 1st Quarter 2026 Projections

Anticipated Construction Activities:

- Continued coordination with all departments and utility providers.



LANSING PUBLIC SAFETY PROJECT

- Continued construction activities for all active bid packages including #3, #6, #7, #9, #10A, #10B, #11, #12, #13, #14, and #16A.
- Continued plan review and construction initiation for Bid Package #15.
- Attend post-bids and issue addenda for Bid Package #16B (Landscaping).
- Continue development and issuance of Bid Package #18 (Signage).

Technical and Commissioning Efforts:

- Ongoing RFI, bulletin, and shop drawing processing.
- Continued review of supplemental design documentation and responses.
- Final punch list and project closeout initiation for Fire Station #9.
- Support ongoing commissioning efforts across all active scopes, with advanced commissioning for the Public Safety Building and basic commissioning for other sites.

In Summary

The Public Safety Consolidated Facility project continues to advance on all fronts. With Fire Station #2 successfully completed and key scopes like Fire Station #8 and Public Safety interiors underway, momentum remains strong across the program. River Caddis Development and its partners are proud to lead this transformational civic investment and thank the City of Lansing for its continued support.

Sincerely,



John McGraw
President

River Caddis Development

Attached:

****Cost Model narrative from Christman****



LANSING PUBLIC SAFETY PROJECT

River Caddis Development

4215 Legacy Parkway

Lansing, MI 48911

Attention: Mr. John McGraw, President & COO

RE: Public Safety Consolidated Facility – Quarterly High-Level Cost Model Narrative

The Christman Company has updated the cost model for the Public Safety Bond Election based on the most current design development documentation provided by Hobbs + Black Architects and BKV Group as of February 28, 2025. Additionally, we have procured bid packages as we have continued with construction while we complete the design and finalize the project documents.

Current Bid Packages Under or in Process of Contract:

- A. Combined Public Safety Building
 - a. Bid Package No. 1 – Abatement (SWOC & Fire Station No. 2) – Owner Direct
 - b. Bid Package No. 2 – Mass Demolition of Main Site Buildings
 - c. Bid Package No. 3 – Mass Grading and Site Utilities
 - d. Bid Package No. 4 – Structural Foundations (Main Building / Parking Structure)
 - e. Bid Package No. 5 – Generator Equipment
 - f. Bid Package No. 6 – Structural Steel (Main Building)
 - g. Bid Package No. 7 – Core & Shell (Main Building)
 - h. Bid Package No. 8 – Fire Station No. 2
 - i. Bid Package No. 9 – Fire Station No. 9
 - j. Bid Package No. 10A – Mechanical, Electrical, Plumbing & Fire Protection (Main Building)
 - k. Bid Package No. 10B – Interiors (Main Building)
 - l. Bid Package No. 11 – Fire Training Center
 - m. Bid Package No. 12 – Geothermal Wellfield
 - n. Bid Package No. 13 – Parking Structure
 - o. Bid Package No. 16A – Site Concrete, Fencing & Asphalt Paving

Our Cost Model based on the following scopes, not including packages listed above:

- A. New Construction – Consolidated Facility
 - a. Low Voltage Systems
 - b. Site Improvements – Landscaping & Irrigation
- B. Renovations
 - a. Updates for Fire Station No. 8
 - b. Relocation of Existing Buildings for Police Out Building for Dive, Radio Lab & Fleet Maintenance Support



LANSING PUBLIC SAFETY PROJECT

- C. Alternates priced out for consideration include
 - a. Police Range & Special Tactics / Rescue Team
 - b. Police Command Vehicle Storage
 - c. Enhanced Fire Training Facilities
 - d. Add Carports and Solar Panels

Based on the information currently presented by Hobbs + Black Architects, BKV Group and associated consultants, and all bids received and awards to date, we believe this is viable within reasonable assumptions, IRA geothermal grant and the given timeline. As the Construction Manager on this project, we believe we can build the new construction and renovation projects within the timeline and budget of \$175M.

Sincerely,

The Christman Company



Patrick Schrauben
Senior Project Manager

cc: Robert Crowe, The Christman Company, Vice President





Lansing Public Safety

Quarterly Update
12/31/2025

1



Main Campus Update

2



3









Station 9

7





Fire Training Tower/Training Center





Schedule Update

11

City of Lansing
Public Safety Project
12/5/2025



Project Name	2024												2025												2026												2027																							
	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D										
Combined Public Safety Building - Design	Construction Document Development												Mob, Site Work, Found & Structure												Building Envelop and Finishes												Close Out																							
Combined Public Safety Building - Construction																																					Certification of Occupancy / Owner Turnover																							
Fire Station #9 South Washington	Construction Document Development												Fire Station #9												Close Out																																			
Fire Training Center South Washington	Construction Document Development																								FD Training Center												Close Out																							
Fire/Police Outbuilding(s) South Washington													Staging												Construction Doc. Dev.												N&S Storage Buildings												Close Out											
Fire Station #2 N. Grand River Ave.	Construction Document Development												Fire Station #2												Close Out																																			
Fire Station #8 Reno. Marshall Rd.													Construction Doc. Dev.												Fire Reno. #8												Close Out																							

PROJECT UPDATE

1Q/2026

LANSING NEW CITY HALL

Overall Project Budget:
\$40M

Important Project Date(s):
Move-In late 3Q / early 4Q 2026

Project Partners:
Kramer Management Group – Owner’s Representative
Boji Group – Developer
Clark Construction – Contractor
Krieger Klatt Architects – Architect
Synergy – MEP Engineer
PEA – Civil / Landscape Design



Pace Howe – FF&E Design/Procurement
Communications – Commtech Design

EXECUTIVE SUMMARY:

Kramer Management Group is pleased to present this quarterly progress report for the New City Hall project. Construction is progressing well, and the project remains on schedule overall. The design phase is complete, with only minor user-requested revisions currently being incorporated. All construction trade packages have been bid and are fully under contract.

Key milestones anticipated for the upcoming quarter include:

- Finalizing the furniture bid package and releasing it for bidding
- Commencement of exterior masonry work
- Start of roof installation
- Completion of interior wall framing
- Continued installation of overhead and in-wall MEP systems (mechanical, electrical, plumbing), including fire protection
- Hanging and finishing of drywall
- Beginning of tile installation
- Ongoing coordination with BWL and communication providers to eliminate or relocate overhead utilities along Lenawee and Grand

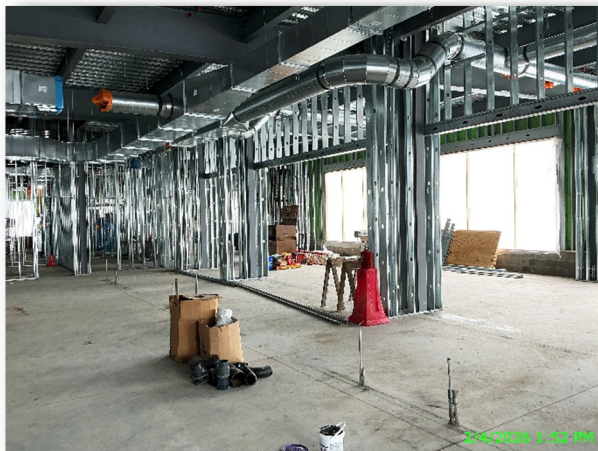
The project continues to track within budget, with \$12.6 million invoiced to date, representing approximately 31% of the total \$40 million project budget.

PROGRESS PHOTOS:



SOUTH FAÇADE / MAIN ENTRANCE

SOUTH & WEST FACADES



1ST FLOOR SERVICE COUNTER AREA

Kramer Management Group | 1305 S. Washington Avenue, Suite 101 | Lansing, MI 48910

COUNCIL MEETING ROOM



MAIN LOBBY LOOKING SOUTH

TOILET ROOM ROUGH-IN





2nd FLOOR OVERHEAD AND WALL FRAMING

WEST EGRESS STAIR





The Ovation Project

MEMO TITLE: The Ovation Project 2/4/26 Update Report

TO: The City of Lansing

PRESENTED BY: Jeff Deehan – Dymaxion Development

DATE: 2/4/2026

PROJECT TEAM

Owner's Representative: Dymaxion Development

Construction Manager: Freund & Associates

Dear City Leadership & Members of City Council,

Over the past several months, the project team has made significant progress advancing The Ovation Project, completing major construction milestones at the 520 Building while continuing to advance design, procurement, and buyout efforts for the Ovation Center. Work at the 520 Building has progressed through rough MEP installation, inspections, and interior buildout, while long-lead items and major trade contracts for the Ovation Center have been secured. In the coming quarter, the team will focus on completing interior finishes and occupancy approvals at the 520 Building, alongside final plan approvals and the commencement of earthwork and foundation activities for the Ovation Center.

Over the past few months, the following activities have been carried out:

- Completed 520 Building Framing
- Completed 520 Building Rough MEP Installation
- Installation of New Roof-Top Unit
- Insulation and Drywall of 520 Building
- All Rough Inspection Approvals
- 90% Completion of Design-Build Modifications Associated with Ovation Center
- Buyout of Major MEP & Steel Contracts
- Pre-Order of Ovation Center Long-Lead Electrical Gear

We expect the following progress next quarter:

- Completion of Interiors and Finishes at 520 Building
- Final Inspection & Occupancy Approvals at 520 Building
- Furniture, Fixtures and Equipment Move-In at 520 Building
- Building Plan Review Approvals for the Ovation Center Modifications

- Buyout of Remaining Subcontracts for the Ovation Center
- Pre-Order of Long-Lead Mechanical Items for the Ovation Center
- Commencement of Earthwork and Foundations for the Ovation Center

We are eager to continue progress on this catalytic project and contribute to the economic revitalization of downtown Lansing.

Sincerely,



Jeff Deehan
Principal
Dymaxion Development



Application for Appointment to Board or Commission

Thank you for your interest in serving on a Lansing Board, Commission, or Committee.

Certain boards, commissions, or committees require appointees to be a registered elector in the City of Lansing (Charter Section 2-102) and be a resident of Lansing for one year prior to taking office (Charter Section 2-102).

Appointees to every board, commission, or committee must not be in default to the City at the time of taking office (Charter Section 2-103.2) and not have been convicted, within 20 years of taking office, of a violation of the election laws of the City of Lansing, State of Michigan, or the United States; a violation of public trust; or any felony (Charter Section 2-103.1).

Lansing City Charter, Section 5-104, Ineligibility For Boards, restricts certain City employee activities on some boards: "No person holding another City office or activity employed by the City shall be eligible to be a voting member on any board."

Date	12/03/2021
First Name	Kim
Middle	Henry
Last Name	Butcher
Other name(s) by which you have been known, including maiden names	NA
Date of Birth	[REDACTED]
Address	2101 Wabash Rd.
City	Lansing
State	MI
Zip Code	48910
Email	cleansweep4u@gmail.com
Gender	[REDACTED]

If you don't know which ward you live in, visit the [Lansing Neighborhoods Ward Map](#) and type in your address to find out!

Ward Ward 3

Best Phone Number to Contact You [REDACTED] 1

In what year did you move to Lansing? 1972

Additional Information Regarding Experience and Credentials I have lived at this address since April 1975 and have sent all three of my daughters on to Lansing schools. I have watched the neighborhood grow and mature and have kept up to date through our local neighborhood association "Forest View Citizen association"

Occupational Background Electronic Technician 1963-1967 U.S.Navy
Restaurant Manager, Mr Taco. 1972-1980
Self Employed, cleaning contractor, CleanSweep/Pioneer Services, 1981-2011
Window cleaner, semi-retired, 2012- present

Educational Background High school GED
Associate degree, Ferris State College

Previous Appointments None

Current Appointments None

First Choice for Board to Serve on Review Board

Please comment briefly on why you wish to serve on a particular board or commission. Please be specific as to your goals and ideas about how you wish to contribute to the work of the board or commission. As a property taxpayer, I am interested in the process and would like to insure a fair opportunity for other property tax payers to have their concerns addressed.

This certification is not required but may impact potential consideration of the appointment being sought. I authorize the use of the information provided above to conduct a background search, including but not limited to criminal history, residency, and indebtedness to the City of Lansing. If selected to serve, I further authorize additional background checks during the term of my service to ensure the required criteria continue to be met. I also acknowledge that I have the affirmative duty to inform the City if I become aware of any change or condition in my status that fails to meet the required criteria.

Agreement to Background Check Authorization • I agree

Please type your name in this box to signify that you can serve on a board or commission and the information in this application is accurate to the best of your knowledge. Kim H. Butcher

Date & Time

12/03/2021 12:00 PM (EST)

Receive an email copy of this form.

Yes

BY THE COMMITTEE OF THE WHOLE
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the Mayor has made the recommendation for the appointment of Kim Butcher as an At-Large member of the Board of Review for a term to expire June 30, 2027; and

WHEREAS, the Mayor's office has confirmed with this resolution, that they have vetted the applicant based on the original application and believes that the applicant meets the qualifications as required by the City Charter; and

WHEREAS, the Committee of the Whole met on February 9, 2026 and took affirmative action.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of Kim Butcher as an At-Large member of the Board of Review for a term to expire June 30, 2027.

**FIRST AMENDMENT TO AND EXTENSION OF THE
AGREEMENT FOR OPERATING DOWNTOWN FACILITIES**

This First Amendment (the “Amendment”) is made by and between the City of Lansing, a Michigan municipal corporation (the “City”) and the Lansing Entertainment and Public Facilities Authority, a Michigan public corporation (the “Authority”) on this, the _____ day of _____, 2025 (the “Effective Date”).

- A. The City and the Authority (collectively, the “Parties”) entered into a certain Agreement for Operating Downtown Facilities on October 19, 2016 (the “Original Contract”).
- B. The 10-year term of the Original Contract will expire on October 19, 2026.
- C. The Parties wish to extend the term of their agreement and modify other provisions of the Original Contract as set forth in this Amendment. The Original Contract and this Amendment shall be hereinafter referred together as the Parties’ “Agreement.”

Now, Therefore, in acknowledgment of and reliance on the recitals stated above and in consideration of the mutual covenants contained in the Original Contract and this Amendment, the Parties hereby agree as follows:

- 1. The initial 10-year term of the Agreement, as provided for by Paragraph 13 of the Original Contract is extended four (4) years to provide for a new expiration date of October 19, 2030.
- 2. Appendix A of the Original Contract, which provides for list of City-owned “Downtown Facilities,” subject to the Agreement for operation and management by the Authority, is modified as follows:
 - a. “City Market” is removed as a “Downtown Facility.” Further, any appearance of the phrase “City Market” in the Original Contract is deleted.
 - b. “Cooley Law School Stadium” is modified to read “Jackson Field.” Further, any appearance of the phrase “Cooley Law School Stadium” is amended to read “Jackson Field.”
 - c. “Grosbeck Golf Course,” located at 1600 Ormond Street in the City of Lansing, is added as a “Downtown Facility.”
- 3. The language contained in Paragraph 3(G) of the Original Contract is deleted and replaced with the following:

Except for Jackson Field, which is already subject to an existing naming rights agreement pursuant to the TMO Agreement, the Authority shall have the right to market and sell, lease, or license the naming rights to Downtown Facilities for a period of time no longer than the remainder of the term of this Agreement. The Authority shall not enter into any naming rights agreement without the prior

approval of the City Mayor, who shall have the right to refuse approval for any or no reason.


4. The Original Contract, as modified by this Amendment, contains all of the terms and conditions of the Agreement. Except as modified by this Amendment, the terms of the Agreement shall remain in full force and effect. In the event of a conflict between the Original Contract and this Amendment, the provisions of this Amendment shall control.

SIGNATURES ON NEXT PAGE


IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their proper and duly authorized officers as of the Effective Date.

LANSING ENTERTAINMENT AND
PUBLIC FACILITIES AUTHORITY.

CITY OF LANSING


Maureen McNulty Saxton
Chairwoman of its Board of Commissioners

Andy Schor
Mayor


Paul M. Collins
Secretary/Treasurer of its
Board of Commissioners

Chris Swope
Clerk

APPROVED AS TO FORM:

APPROVED AS TO
AVAILABILITY OF FUNDS:

Gregory S. Venker
Lansing City Attorney

Crystal L. Thomas
Lansing Finance Director



City of Lansing

OFFICE OF THE CITY ATTORNEY

James D. Smiertka, City Attorney

October 13, 2016

City Council President Judi Brown Clarke

Re: Proposed Operating Agreement Between LEPFA and City of Lansing

Dear Honorable President Judi Brown Clarke:

Forwarded herewith is a proposed operating agreement between LEPFA and the City Of Lansing. It has a 10 year term and needs City Council approval.

Also being forwarded is a proposed Resolution to set a public hearing on this matter.

It is hoped that the City Council on October 24th will set a public hearing for November 14th because the current agreement expires at the end of the year.

Anything you can do with regard to this matter will be appreciated.

Sincerely,

James D. Smiertka
City Attorney

AGREEMENT
FOR OPERATING DOWNTOWN
FACILITIES

THIS AGREEMENT FOR OPERATING DOWNTOWN FACILITIES, made and Entered into as of the 10th day of October, 2016, by and between the CITY OF LANSING, Ingham County, Michigan, a municipal corporation organized and existing under the Constitution and laws of the State of Michigan, (hereinafter referred to as the "City"), and the LANSING ENTERTAINMENT AND PUBLIC FACILITIES AUTHORITY, a public corporation organized and existing under Act No. 31, Michigan Public Acts of 1948 (First Extra Session), as amended, (herein after referred to as the "Authority");

WITNESSETH:

WHEREAS, the Authority has been incorporated by the City under and pursuant to Act. No. 31, Michigan Public Acts of 1948 (First Extra Session), as amended, for the purpose and with the power, among others, of operating and maintaining the Lansing Center, the City Market, Cooley Law School Stadium (Lansing Minor League stadium), Riverfront Amphitheater, and any ancillary facilities related thereto (the "Downtown Facilities"), as provided in the Articles of Incorporation of the Authority; and

WHEREAS, the City is the owner of the Downtown Facilities but recognizes that in order to achieve maximum revenues and operating efficiencies from the operations of the facilities using sound business principles, it is desirable to transfer management of the facilities to a separately incorporated authority established under state law; and

WHEREAS, based upon the aforesaid premises the City wishes to engage the services of the Authority for operating and maintaining the Downtown Facilities and the Authority is willing to accept such undertaking and has authority to do so pursuant to its Articles of Incorporation;

THEREFORE, in consideration of the premises hereinabove set forth and the Mutual undertakings and agreements hereinafter set forth,

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO, as follows:

1. All undertakings in this agreement and in the fulfillment of this Agreement are and shall be subject to the regulations and limitations contained in the Constitution and Statutes of the State of Michigan, the bond ordinances and resolutions of the City and the Articles of Incorporation as to the Authority,
2. To the extent necessary to carry out the intent and purposes of this Agreement, and in exchange for good and valuable consideration as contained in the parties' respective obligations hereunder, the City grants the Authority an exclusive license to use all of the Downtown Facilities during the continuation of this Agreement, subject to licenses granted to others prior hereto; provided, the granting of this license and the utilization thereof are subject to the regulations and restrictions contained in this Agreement; and provided further the Authority is hereby empowered to grant licenses to others for the use of all or parts of that portion of the Downtown Facilities that have been licensed to the Authority by this Agreement. The Downtown Facilities are described in Appendix A hereto.
3. The Authority accepts full responsibility of operating and maintaining the Downtown Facilities, in all respects and in so doing, the Authority will abide by all of the provisions of this Agreement, including, but not limited to, the following:
 - A. The Authority shall have the exclusive right and authority to negotiate and issue license agreements for use of the Downtown

Facilities during the life of this Agreement and to schedule such licensed events and to establish the fees for such licenses as it believes are necessary to effectively manage the Downtown Facilities in the best interests of the City and to preserve the integrity of the Act 99 financing and bond issues that have heretofore been issued to finance the construction of portions of the Downtown Facilities.

- B. The Authority shall have the responsibility, exclusive right and authority to hire, contract for, or otherwise secure the services of appropriate management staff, supporting clerical staff, maintenance, and operating personnel necessary to efficiently and effectively carry out its responsibilities as set forth in this Agreement and in so doing the Authority shall establish the salaries and wages, fringe benefits, job descriptions, conditions of employment and all other personnel administration rules and procedures therefore. To the extent legally permissible, and financially prudent, the Authority shall encourage the procurement of services from entities that are physically located within the City of Lansing and employ personnel who reside within the City of Lansing wherever such procurement will fulfill the service and employment needs of the Authority in this Agreement as least as well as non-resident entities or personnel. The Authority shall operate, manage, employ and provide services under this Agreement in a manner so as not to discriminate on the basis of race, sex, age, height, weight, marital status, religion, handicap, sexual orientation or any other basis prohibited by State or Federal law and shall not enter into any contract, lease, license or agreement that does not similarly provide.
- C. Subject to the provisions of the current Stadium License, Lease and

Service Agreement between the City and Take Me Out to the Ballgame, L.L.C. (the "TMO Agreement"), the Authority shall have the exclusive right and authority to contract for, or otherwise secure the services of all concessionaires, security personnel, and other vendors necessary to efficiently and effectively carry out the responsibilities for the operations of the Downtown Facilities and to establish or negotiate such fees, license charges, or division of receipts as required to effectively manage the facilities. When feasible, the Authority shall practice competitive bidding in the procurement of goods and services as well as, to the extent legally permissible, encourage contracts with local and minority vendors. A record of all sole source purchases, including the necessity thereof, shall be maintained by the Authority and available for inspection by City officials.

- D. City retains the right to control and schedule the City Hosts Suite and Promotion Tickets granted City pursuant to the TMO Agreement subject to the City of Lansing Promotion Ticket Policy as the same has been adopted by the City as amended from time to time.
- E. The Authority shall be the City's designee for the purpose of administering the TMO Agreement on behalf of the City in its sole discretion. Any legal interpretation of the TMO Agreement by the Authority will be made in consultation with the City Attorney, acting as legal counsel for the Authority in this regard. Amendments to the TMO may only be made by the City.
- F. The Authority shall develop and adopt a written policy that encour-

ages and facilitates the use of the Downtown Facilities by community based groups for community functions.

- G. The Authority will solicit input from the City Market Vendor's Association regarding policies and procedures applicable to the City Market.
4. The Authority shall maintain or cause to be maintained complete liability insurance coverage naming both the City and the Authority as insureds so as to protect the City and the Authority in all undertakings pursuant to this Agreement provided, such insurance coverage may be included within other coverage obtained by the City or the Authority, in which event it will not be necessary to duplicate coverage through the acquisition of additional coverage under this Agreement, however, it is the responsibility of the Authority to see to it that such insurance coverage does exist. The dollar limits of such liability coverage shall be as set forth in Appendix C or in such amounts and types of coverage as are determined jointly by the City and Authority from time to time.
5. A. In managing and operating the Downtown Facilities pursuant to this Agreement, the Authority shall, prior to the beginning of each fiscal year, adopt an Authority Budget for such fiscal year; provided, however, Authority shall review the proposed Budget with the Mayor and City Council prior to its adoption. The Authority shall present to the City Council expected revenues and expenditures contained in the Budget shall include, but not be limited to those items as set forth in Appendix D. The City agrees in good faith, based upon City Council's agreement with the Budget presented by Authority, to appropriate a lump sum operating contribution to Authority. To the extent legally

permissible, such lump sum contribution, once established in any fiscal year, shall be paid on a mutually agreed upon schedule and shall not be reduced by City during that same fiscal year, unless mutually agreed to by City and Authority and approved by Authority Board.

The Authority shall make every effort to maintain a balanced budget and shall not exceed the total expenditure limitations set forth in the Budget without approval of the City. In developing and administering the Authority Budget and for carrying out its obligations under this Agreement, except as otherwise provided in this paragraph 5, and subject to the TMO Agreement, the Authority shall be entitled to receive and retain all revenues, and shall pay all expenses attributable to the Operation and maintenance of the Downtown Facilities

- C. B. The City shall provide funds annually for capital improvements to Downtown Facilities as agreed to in the adopted budget for each fiscal year. The minimum shall be \$50,000 annually, unless otherwise stated in the lease with TMO, for the Lansing Center and additional dollars as needed for other facilities revenues from the TMO agreement shall be paid directly to the Authority. The Authority shall pass through such revenues to the City within seven (7) days of their receipt. It is understood that revenues collected by the Municipal Parking system, the Lansing Building Authority, or related to the stadium naming rights agreement will be paid directly to and retained by the City.
- D. Other net revenue related to non-baseball, non-TMO events that

are held at Cooley Law School Stadium shall be received by the Authority and passed through to the City. For future years, the City and the Authority shall negotiate an amount subject to City approval to be reserved for the Cooley Law School Stadium event development fund prior to distributing net revenues to the City. The amount capped for this fund shall be approved by the City.

- E. For future years, the City and the Authority shall work collectively toward a resolution of parking facilities management as it relates to parking facilities surrounding the Downtown Facilities.
6. In the event the City shall desire to transfer additional facilities or assign additional duties or responsibilities to the Authority, such transfer or assignment will occur only upon the mutual agreement of the parties, in which case the Authority's budget and City contribution shall be amended to reflect such transfer or assignment.
 7. All officers and employees of the Authority, involved in any way in fulfilling the undertakings of this Agreement, and who have any responsibilities pertaining to the granting of licenses, the hiring of personnel, the contracting for services, the contracting for concessions, the establishment and maintenance of accounts relative to the receipt of revenues and the disbursements of funds, the handling and/or safeguarding of the funds derived pursuant to this Agreement and the disbursement thereof, or the bookkeeping and accounting systems pertaining thereto, shall have their honesty and correctness of performance covered by one or more Public Employee Blanket Bonds, including Faithful Performance of Duty Coverage, or as may be from time to time mutually agreed upon by the City and the Authority, said bonds to be secured by the Authority. The beneficiary of said

bonds shall be the Authority. Copies thereof shall be placed on file with the Clerk of the City of Lansing.

8. The Authority, in exercising its responsibilities and authority to grant licenses and enter into concession agreements or other types of contracts in fulfilling its undertakings under this Agreement, is hereby empowered to enter into such license agreements, concession agreements and contracts for terms that may extend beyond the termination point of this Agreement between the City and the Authority, in accord with the following restrictions:
 - A. The grant of all license agreements for competitive sporting events, including but not limited to license agreements for private boxes, shall be for a term not to exceed five (5) years, unless prior approval is obtained from the City Council for a greater term of years.
 - B. All agreements for the hiring of services by the Authority shall be for an initial term not to exceed five (5) years with no renewals totaling more years than were stated in the initial term unless prior approval from the City Council is obtained to allow for a greater period of time.

9. All of the accounts of the Authority shall be subject to audit annually by an independent auditing firm mutually selected by the City and Authority. The cost of such audit shall be borne on the Authority. Copies of such audit shall be furnished to both the Authority and the City. The City's Internal Auditor and Finance Director shall have reasonable access to all records maintained by the Authority in the accomplishment of the provisions of the Agreement upon a written request to the Authority and shall be permitted to make such reviews as are deemed necessary to verify adequate internal control.

The Authority shall furnish to the Mayor and City Council a financial operating statement covering the Downtown Facilities operations no less than quarterly. Such report shall be delivered within thirty (30) days of the end of the calendar quarter. The Authority, through its authorized representatives shall make a presentation of each quarterly operating statement to the City Council Ways and Means Committee at their request.

10. The City and Authority mutually agree that they shall not commence suit against any officer, Commissioner, Councilperson, Mayor or employee of the City or of the Board of the Authority, under or upon act, omission, obligation, covenant, or clause of the City Charter or the Authority's Articles of Incorporation or Bylaws except that recourse may be sought for those acts or omissions that involve known violations of the governing documents, fraud, embezzlement, dishonesty, gross negligence, self-dealing which constitutes a violation of law, or willful violations of civil rights by the individual involved, if any such recourse is permitted bylaw. In any case, where recourse is sought, all defenses or counterclaims available may be asserted notwithstanding the provisions of this section. This limitation shall apply whether the officer, Commissioner, Councilperson, Mayor or employee of the City or of the Board of the Authority is a past, present or future officer, Commissioner, Councilperson, Mayor or employee of the City or Authority. The employees, designees, and officers of the Authority shall not be deemed employees, designees and officers of the City. Further, termination of this Agreement shall in no way impair the continuation of any liability insurance coverage for directors and officers of the Authority. The City agrees that in the event of

termination of this Agreement, the obligations of paragraph 4 shall continue to the extent necessary to secure such liability insurance as is necessary to reasonably protect the directors and officers of the Authority.

11. In the event of damage to or destruction of any of the Downtown Facilities or Downtown Facilities Parking Areas by fire or other casualty, the Authority will give the City immediate notice thereof and will, if the damage is to an extent that is less than 25% of the fair market value of the premises damaged and if insurance proceeds are sufficient for the purpose, repair, restore, or rebuild the same so that upon completion of such repairs, restoration or rebuilding, the fair market value of the premises shall be equal to or more than the fair market value immediately prior to the occurrence of such fire or other casualty. If the damage or destruction is to an extent that is equal to or more than 25% of the fair market value of the premises damaged, the Authority and the City shall repair, restore or rebuild the damaged premises to the extent of their mutual agreement. All insurance proceeds received by the City and Authority shall be applied to any reconstruction, repair, or restoration as required or agreed upon. If the insurance proceeds are insufficient to repair, restore or rebuild any premises damaged or destroyed by fire or other casualty, or if the City and Authority shall not agree to such repairs, restoration or rebuilding, then the insurance proceeds shall first be applied to such repair, restoration or rebuilding as is agreed to by the parties or if not agreed to, to pay off any indebtedness of the City for such premises and thereafter any indebtedness of the Authority or its Board and then to the parties as their interests appear.
12. The City warrants that there are no suits, actions, demands, or claims

presently pending related to the Downtown Facilities. The Authority shall not be deemed a successor or alter ego to the City. The City shall be responsible for any defense and any obligation, expense, cost or damage that may be imposed upon it or the Authority due to the suits, actions, demands and claims.

13. The term of this Agreement for operating the Downtown Facilities and Downtown Facilities Parking Areas shall be irrevocable for a period of ten (10) years from the date first above written, unless just cause for termination of this Agreement shall be established, in which case either party may terminate this Agreement by giving the other party eighteen (18) months written notice of its intent to terminate this Agreement at the end of such time. This Agreement may also be terminated at an earlier time by mutual consent. If the Authority or City shall default in complying with any of the terms of this Agreement and such default shall continue for thirty (30) days after written notice thereof by the other party, the other party may terminate this Agreement or obtain enforcement in an appropriate court. In the alternative, the City or Authority may take such action as is necessary to cure the default, either with or without process of law, and the cost thereof shall be paid by the defaulting party through addition or subtraction of funds to be paid by or to the Authority. Upon termination by either party an audit of all accounts and assets of the Authority, which pertain to the fulfillment of this Agreement, shall be made by the same auditors that audit the accounts of the Authority, following which all funds and assets to which the City shall be entitled as determined by the audit shall be forthwith transferred and delivered to the City, including but not limited to, monies, furnishings and fixtures, contracts, concession agreements, and license agreements.

14. The Authority will adopt a code of ethics relative to its business operation.
15. The Authority and City agree that the Authority Board and City Council may conduct a joint meeting each calendar year to mutually discuss Authority operations, pursuant to this Agreement as requested.
16. Any warranties inuring to the benefit of either party under any contract or other agreement related to the Downtown Facilities or Downtown Facilities Parking Areas shall be enforceable by either party to the extent permitted. The parties mutually agree that they shall cooperate with each other in any respect necessary to enforce any such warranties.
 - A. Any notice necessary or proper to be given to either of the parties hereto shall be deemed to have been given when mailed by first class mail, postage prepaid to the following individuals:
 1. If to the Authority, by delivering the same to the Chairman thereof at such address as the Authority shall have furnished in writing to the City and to the Chief Executive Officer of the Authority at the Authority general office.
 2. If to the City, by delivering the same to the Mayor and the City Attorney of the City, 9th Floor, City Hall, 124 W. Michigan Avenue, Lansing, Michigan, 48933.
17. This Agreement contains all the terms and conditions of the Agreement between the parties and any representatives, warranties, or statements, whether oral or in writing, not contained herein shall not be binding on either party.
18. The terms, conditions or provisions of this Agreement shall not be

changed, waived, modified, altered, discharged or terminated unless in writing and signed by the party against which enforcement of such change, waiver, discharge, or termination is sought. Whenever the consent by either party is required under this Agreement, it shall be in writing signed by the executive officer of the party consent.

IN WITNESS WHEREOF, the City of Lansing, Michigan, by its City Council, and the Lansing Entertainment and Public Facilities Authority, by its Commission, have respectively caused this Agreement for Operating Downtown Facilities to be executed in their names by their duly authorized officers and their corporate seals to be affixed hereto as of the date and year first-above-written.

WITNESSES:

WITNESSES:

CITY OF LANSING

By: _____

Virg Bernero, Mayor

By: _____

Chris Swope, City Clerk

(Seal of City)

LANSING ENTERTAINMENT

AND PUBLIC FACILITIES

AUTHORITY

By: _____

Tim Kaltenbach

Chairperson of its Commission

By: _____

Cynthia Bowen

Secretary/Treasurer of its

Commission

(Seal of Authority)

Approved as to form:

James D. Smiertka
City Attorney

I hereby certify that funds have been
appropriated for the performance of
this Agreement in Account No.

Angela Bennett, Finance Director

APPENDIX A
DOWNTOWN FACILITIES

Lansing Center
City Market
Cooley Law School Stadium
Riverfront Amphitheater
(See attached illustrations for boundary descriptions.)

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LEPFA Operating Agreement



APPENDIX C

INSURANCE COVERAGES

The insurance coverage for the Lansing Center (including Riverfront Amphitheater), Cooley Law School Stadium, and the Lansing City Market are carried by the Lansing Entertainment and Public Facilities Authority. The current levels of insurance maintained are stated below:

Each Facility:

	Replacement Cost*
Property	
General Liability	
General Aggregate	\$3 Mil
Each Occurrence	\$1 Mil
Products/Completed Operations	\$3 Mil
Personal and Advertising Injury	\$1 Mil
Medical Expense (Each Occurrence)	Excluded

General (covers all facilities):

Differences in Conditions (Earthquake/Flood)	\$242,000
Umbrella (applies to General & Liquor Liability)	
General Aggregate	\$6 Mil
Liquor Liability	\$1 Mil
Public Officials E & O	\$1 Mil

***Replacement costs are:**

Lansing Center	\$62,957,671
Cooley Law School Stadium	\$31,980,866
Lansing City Market	\$ 1,679,073

The Lansing Center is the only facility which owns automobiles. The Lansing Center has Auto Liability at \$ 1 Mil. limit (umbrella coverage goes over the underlying coverage) For Cooley Law School Stadium and the City Market, hired and non-owned autos are covered under the General Liability for each of these facilities.

Blanket Bonds:

Employee bonds/insurance (theft and dishonesty)	\$ 300,000
--	------------

APPENDIX D

AUTHORITY BUDGET

The Authority Budget shall include, but not be limited to, the following funds, accounts and line items:

1. OPERATING REVENUES shall include any and all monies derived from the Downtown Facilities and Downtown Facilities Parking Areas, including but not limited to:
 - * Rental Revenues
 - * Concessions Revenues
 - * Merchandise
 - * Sales Revenues
 - * Advertising Sales Revenues
 - * Equipment Rental Fees
 - * Utility Income
 - * Box Office Income
 - * Miscellaneous Operating Income
 - * Interest Income
 - * Reimbursable Event Expenses
 - * Parking Revenues
 - * Video Broadcast Revenue
 - * Cooley Law School Stadium Logo Revenues
 - * Ticket Revenues

2. Operating expenses shall consist of any and all expenses deemed necessary by the Authority to operate and manage the Downtown Facilities and Downtown Facilities Parking Areas, including but not limited to:
 - * Payroll, Authority employee benefits, (including any approved Authority employee bonus, payable only upon completion of the annual audit) and related costs.
 - * Purchase of operating supplies
 - * Advertising costs
 - * Cleaning expenses
 - * Data processing costs
 - * Business related dues, subscriptions and membership costs
 - * Insurance costs and performance bond
 - * Professional fees
 - * Printing and stationery costs
 - * Postage and freight costs
 - * Equipment rental
 - * Repairs and maintenance costs
 - * Security expenses
 - * Cost of office supplies
 - * Utility and telephone charges
 - * Travel expenses

- * Entertainment expenses
- * Cost of employee uniforms

- * Exterminator and trash removal costs
- * Concessionaire expense and profit
- * Relocation expenses
- * Principal shopping district assessment

Operating expenses shall not include deductions for depreciation, interest or debt service, real estate taxes or capital expenditures, in excess of the amounts provided within this agreement. In the event the Authority requests a capital expenditure, the City will give reasonable consideration to such request in the Authority's Budget in light of competing municipal considerations.

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HISTORICAL INFORMATION



ASSIGNMENT AND ASSUMPTION AGREEMENT

This **ASSIGNMENT AND ASSUMPTION AGREEMENT** (this “Agreement”), entered into as of March 27, 2023, is made by and between Take Me Out To The Ballgame, LLC, an Illinois limited liability company (“TMO”), Take Me Out Too, LLC, a Michigan limited liability company (“TMO Too”, and, together with TMO, collectively, “Assignors”) and DBH Lansing, LLC, a Delaware limited liability company (“Assignee”). Capitalized terms used, but not otherwise defined, herein shall have the meanings ascribed to such terms in the Purchase Agreement (defined below).

RECITALS

WHEREAS, Assignors and Assignee have entered into that certain Asset Purchase Agreement, dated as of March [], 2023, by and between Assignors and Assignee (the “Purchase Agreement”), pursuant to which (a) Assignors have agreed to sell, assign, transfer, convey and deliver to Assignee, and Assignee has agreed to purchase from Assignors, free and clear of any Liens (other than Permitted Liens), all of Assignors’ rights, title and interest in and to the Purchased Assets and (b) Assignee has agreed to assume and pay, perform and discharge when due the Assumed Liabilities, in each case as more specifically provided in the Purchase Agreement which the Parties acknowledge include but are not limited to (i) Stadium License, Lease, dated July 15, 2014 by and between TMO and the City of Lansing as amended by the First Amendment dated July 15, 2014, and the Second Amendment dated February 10, 2021 (collectively “Stadium Lease”) and (ii) Michigan Liquor License Number L-000102998 (“Liquor License”) held by the City of Lansing and TMO, Too.

WHEREAS, the City of Lansing joins in this Agreement for purposes of approving the Agreement as it relates to the Assignment and Assumption by Assignors and Assignee for the Stadium Lease and the Liquor License.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings contained herein and in the Purchase Agreement, and subject to and on the terms and conditions herein set forth and intending to be legally bound hereby, Assignors and Assignee agree as follows:

AGREEMENT

1. Assumption of Assumed Liabilities. Effective as of the Closing, on the terms and subject to the conditions set forth in the Purchase Agreement, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignee hereby assumes from Assignors and agrees to pay, perform, and discharge all of the Assumed Liabilities in accordance with Section 2.3 of the Purchase Agreement, including but not limited to the Stadium Lease and Liquor License. Notwithstanding the foregoing, (a) Assignors shall retain and Assignee shall not assume any of the Excluded Liabilities and (b) Assignors shall retain all of its rights, title and interest in and to, and Assignee shall not purchase from Assignors, the Excluded Assets. Assignors and Assignee acknowledge that except as set forth in Section 2.4 of the Purchase Agreement, neither the Stadium Lease or the Liquor License are Excluded Assets or Excluded Liabilities.

2. Terms of the Purchase Agreement. The parties hereto hereby acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the

Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the fullest extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

3. Enforceability. The unenforceability or invalidity of any provision of this Agreement shall not affect the enforceability or validity of any other provision. If any provision of this Agreement or the application of any such provision to any Person or circumstance shall be declared by any Court to be invalid, illegal, void or unenforceable in any respect, all other provisions of this Agreement, or the application of such provision to Persons or circumstances other than those as to which it has been held invalid, illegal, void or unenforceable, shall nevertheless remain in full force and effect and will in no way be affected, impaired or invalidated thereby. Upon such determination that any provision, or the application of any such provision, is invalid, illegal, void or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties hereto as closely as possible to the fullest extent permitted by applicable Law in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the greatest extent possible.

4. Governing Law. All matters relating to the interpretation, construction, validity and enforcement of this Agreement shall be governed by and construed in accordance with the domestic Laws of the State of Delaware without giving effect to any choice or conflict of Law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than the State of Delaware. The parties acknowledge all matters relating to the interpretation, construction, validity, and enforcement of the Stadium License and Liquor License in accordance to the terms of conditions of the Stadium Lease or the Liquor License, as applicable.

5. Amendments. This Agreement may not be amended, supplemented or otherwise modified except (i) in a written instrument executed by each party hereto and (ii) upon the prior receipt of all necessary PDL Approvals.

6. Successors and Assigns. The rights and obligations of this Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

7. No Third Party Beneficiaries. Except for the City of Lansing solely with regard to the Stadium Lease and Liquor License, this Agreement is for the sole benefit of the parties hereto and each of their permitted successors and assigns, and nothing herein expressed or implied shall give or be construed to give any Person, other than the parties hereto and such permitted successors and assigns, any legal or equitable rights hereunder.

8. Headings. The headings in this Agreement are for reference only and shall not affect in any way the meaning or interpretation of this Agreement.

9. Counterparts. This Agreement and any amendments hereto may be executed and delivered in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. This Agreement and any amendments hereto, to the extent signed and delivered by means of an electronic transmission in portable document format (pdf), shall be treated in all manner and respects as an original thereof and shall be


considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. Minor variations in the form of the signature page, including footers from earlier versions of this Agreement or any such other document, shall be disregarded in determining any party hereto's intent or the effectiveness of such signature. No party hereto shall raise the use of electronic transmission in pdf to deliver a signature or the fact that any signature or document was transmitted or communicated electronically as a defense to the formation of a contract, and each such party hereto forever waives any such defense.

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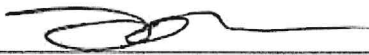
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

ASSIGNORS:

TAKE ME OUT TO THE BALLGAME, LLC


By: 
Name: Tom Dickson
Title: Manager

TAKE ME OUT TOO, LLC

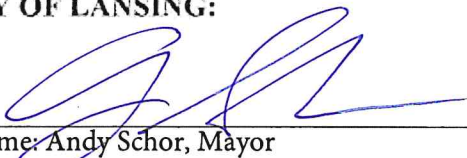
By: 
Name: Tom Dickson
Title: Manager

ASSIGNEE:

DBH LANSING, LLC

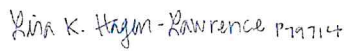
By: 
Name: Peter Freund
Title: Authorized Signatory

CITY OF LANSING:

By: 
Name: Andy Schor, Mayor

For the sole purpose of approving the Agreement relating to the Stadium Lease and Liquor License only.

Approved as to form:


Gina K. Hagym-Lawrence P-11714
City of Lansing Deputy City Attorney

Lansing Center Complex
Legends/ASM Global
333 E. Michigan Ave. | Lansing MI 48933



TRANSITION UPDATE

PROJECT SUMMARY

REPORT DATE	PREPARED BY
August 19, 2025	Tony Watson

STATUS SUMMARY

This document provides a comprehensive summary of our accomplishments during the initial phase of the transition process, outlines the current initiatives we are actively pursuing, and details the plans we have in place for the immediate future to ensure the ongoing progress of this transition.

TIMELINE OVERVIEW

FIRST 30 DAYS

Initially, our objectives have focused on familiarizing ourselves with employees and encouraging their participation. It was crucial that every employee comprehended their new benefits package as well as the associated transition procedures. We have encountered several challenges throughout the process, and it has taken considerable time to transition all individuals to the ASM Benefits and payroll system. Although we are still addressing a few remaining issues, we are progressing positively toward our objectives. We have been evaluating the cost-effectiveness and current business practices to determine their effectiveness and identify areas that are less successful.

First 60 Days

Throughout the process of transitioning our operations, we undertake a comprehensive assessment of every external vendor and subcontractor involved. This evaluation is critical to ensure that their pricing structures, contractual agreements, and deliverables meet and conform to the established standards set forth by the city. By doing so, we aim to maintain a high level of quality and compliance in all aspects of our partnerships.

Our efforts are focused on implementing ASM programs designed to facilitate a thorough integration of our management strategies throughout all facets of our facility operations. This strategic alignment will guarantee that every component functions cohesively, ultimately driving us toward the successful realization of our organizational objectives.

The sales and events department is undergoing a realignment process in collaboration with the (DMO) to foster a more cohesive team. This initiative aims to enhance our selling capabilities and ultimately boost revenue for the venue. We are committed to implementing these changes by October 1st at the latest.

We have been diligently crafting detailed job descriptions for essential positions that require immediate attention and filling. These openings have been made available on the ASM careers portal, and we are pleased to report a significant level of interest in them. The initial phase of interviews is scheduled to commence on Friday, August 22, 2025, specifically targeting

these critical positions. This recruitment process will persist until all vacancies are successfully filled, ensuring that our team is completely staffed and operational.

We have been actively engaged in negotiations for new agreements with our local union partners, IATSE and UAW. The progress we are making is promising, and we anticipate finalizing the process in the near future. Currently, the existing contract extensions are scheduled to end on August 31, 2025. While we are striving to finalize everything by that date, all involved parties understand the approaching deadline and are prepared to initiate discussions for a potential 30-day extension if necessary.

The Food and Beverage division has been tirelessly engaged in establishing comprehensive inventory assessments, refining our menu offerings, negotiating with suppliers to optimize costs, and enhancing our service efficiency. Implementing structured processes and procedures is crucial as it not only broadens our range of options but also significantly improves the overall experience we provide to our guests.

First 90 Days

In the upcoming months, we will undertake a series of building assessments aimed at enhancing our comprehension of both the overall condition of the building and its infrastructure. These evaluations will also encompass an analysis of our sustainability practices, which will guide us in reducing our carbon footprint and promoting a healthier environment. Additionally, we will conduct a security assessment to assess and improve the safety for our employees, clients, and guests, ensuring that everyone within our premises feels secure and protected.

The evaluations will assist us in initiating the compilation of our comprehensive capital improvement plan for the upcoming year and into the future. This process will allow us to prioritize which essential pieces of equipment require repair or replacement. Additionally, we are consistently engaging in brainstorming sessions to explore innovative methods for formulating a list of customer-facing capital improvements that ASM Global has committed to delivering.

Sustain employee involvement and ensure that staff members are kept informed about the ongoing transition developments.

Conclusion

The Lansing Center Complex is undergoing a transition process, with significant progress made as of August 19, 2025. Key initiatives include familiarizing employees with new benefits, evaluating external vendors, and realigning the sales and events department to boost revenue. Recruitment for critical positions is underway, and negotiations with local unions are ongoing. Upcoming assessments will focus on building conditions, sustainability practices, and security improvements, all aimed at enhancing operations and guest experiences.

Resolution #2025-###

By the Committee of the Whole
Resolved by the City Council of the City of Lansing

WHEREAS, the City of Lansing and the Lansing Entertainment and Public Facilities Authority (“LEPFA”) entered into a certain Agreement for Operating Downtown Facilities Agreement on October 19, 2016, that provided for the management and operation of City-owned facilities by LEPFA; and

WHEREAS, the original term of the Agreement is set to expire on October 19, 2026; and

WHEREAS, LEPFA has approved a contract with a third-party management company called ASM-GLOBAL, which has requested an extension of the Agreement as part of entering into a five-year management agreement with LEPFA; and

WHEREAS, in addition to an extension of the Agreement, the City and LEPFA desire to make additional changes to the Agreement; and

WHEREAS, a certain First Amendment to and Extension of the Agreement (“Amendment”) has been presented and placed on file with the City Clerk on May 23, 2025; and

WHEREAS, it is necessary to hold a public hearing prior to the approval of the Amendment.

NOW THEREFORE BE IT RESOLVED, that a public hearing be held to consider the Amendment on February 23, 2026 in the Tony Benavides Lansing City Council Chambers, 10th floor, City Hall, Lansing, Michigan.

BE IT FINALLY RESOLVED, that notice to the public be given by the City Clerk in accordance with the City Charter, City ordinances, and City Council Rules.