AGENDA
Committee of the Whole
Monday, July 23, 2018 5:30 p.m
City Council Chambers, City Hall 10th Floor

Council Member Wood, Chairperson
Council Member Washington, Vice Chairperson

1. **Call to Order**

2. **Roll Call**

3. **Minutes**
   - July 9, 2018

4. **Public Comment on Agenda Items (Up to 3 Minutes)**

5. **Discussion/Action:**

   A.) **RESOLUTION –** Temporary Relocation of Polling Place for Ward 1, Precinct 4 for the August 2018 Primary (Fairview to Pattengill)

   B.) **ORDINANCE –** Repeal Chapter 810, Section 810.21of the Codified Ordinances to Eliminate the Cable Advisory Board and its duties and functions

   C.) **ORDINANCE –** Amend Chapter 1034, Repeal Section 1034.01—1034.09 of the Codified Ordinances to Eliminate the Memorial Review Board, its duties and functions and to cancel the process and procedure for naming and renaming public memorials.

   D.) **RESOLUTION** – Corridor Façade Grant Area Implementation & Requirements

   E.) **RESOLUTION -** Budget Amendment; Offender Success Program

   F.) **RESOLUTION –** Set Public Hearing; Ballot Language to amend Charter 8-403.7 Property Sale

   G.) **RESOLUTION -** Set Public Hearing; Ballot Language to amend Chapter 8-403.8 Property Monetary Designation

   H.) **RESOLUTION -** Reappointments of four (4) Individuals to Various Boards & Commissions

(over)

I.) **RESOLUTION –** Reappointments of six (6) Individuals to Various Boards & Commissions

J.) **RESOLUTION -** Amended & Restated Real Estate Purchase & Development Agreement; Ferguson/Continental Lansing, LLC

6. **Other**

7. **Adjourn**

PUBLIC COMMENT AND SIGN IN SHEET

COMMITTEE OF THE WHOLE

DATE June 23, 2018

Please print

NAME	ADDRESS	Purpose for Attending	Email Address	PHONE
Rose Wallace				
Mary E Reynolds				

PUBLIC COMMENT AND SIGN IN SHEET

COMMITTEE OF THE WHOLE

DATE June 23, 2018

Please print

NAME	ADDRESS	Purpose for Attending	Email Address	PHONE
Loretta Hanaway	546 Armstrong Rd	self	soswop@aol.com	5176485730
KATHY MILES		RSL		
Deb Parrish		Self	Design 326@aol.com	
Elaine Womboldt	RSL	RSL	emwomboldt@comcast.net	
Savannah Detzler	515 S Chestnut	self	srdetzler@gmail.com	(517)574-0930
Pete Wood	Friends of Ormond			
Mary E Reynolds				

MINUTES
Committee of the Whole
Monday, July 9, 2018 @ 5:30 p.m.
City Council Chambers, City Hall 10th Floor

CALL TO ORDER

Council President Wood called the meeting to order at 5:30 p.m.

PRESENT

Councilmember Kathie Dunbar
Councilmember Jeremy A. Garza
Councilmember Adam Hussain- arrived at 5:35 p.m.
Council Member Brian T. Jackson
Councilmember Peter Spadafore- excused
Councilmember Patricia Spitzley – arrived at 5:43 p.m.
Councilmember Jody Washington
Councilmember Carol Wood

OTHERS PRESENT

Sherrie Boak, Council Staff
Jim Smiertka, City Attorney
Samantha Harkins, Mayor's Executive Assistant
Eric Brewer, Council Internal Auditor
Lisa Hagen, Assistant City Attorney
Deb Parrish
Elaine Womboldt
Brian McGrain, Economic Development & Planning Director
Mary Reynolds
Chad Gamble, Parking Manager
Harold Leeman
Kris Klein
Dick Peffley, BWL General Manager
Heather Shawa, BWL Chief Financial Officer
Kathy Miles
Sarah Lehr, LSJ
Jason Peek
Bob Trezise, LEAP
Kris Klein, LEAP
Mr. Wallace

Tasha Cantry
Jonathan Gilmore
Walt Sorg

Minutes
MOTION BY COUNCIL MEMBER WASHINGTON TO APPROVE THE MINUTES FROM JUNE 25, 2018 AS PRESENTED. MOTION CARRIED 5-0.

Public Comment on Agenda Items
Ms. Parrish spoke on the parking systems.

Ms. Womboldt spoke on an interest with the parking presentation, and asked for consideration for senior citizens, and offering of vouchers for those that attend meetings at City Hall. Ms. Womboldt spoke in support of the action on the Lansing Housing Commission.

Ms. Reynolds asked for immediate action on the resolution for the Lansing Housing Commission.

Presentation
BWL- CIP for FY2019-2024 and Budget for FY2019
Ms. Shawa referenced the FY2019 Income Statement, Cash Flow and Capital Plan for LBWL. This reflected total operating revenue is at $366 million, and the revenue forecast is conservative. She noted that the operating expenses were at $313 million, leaving them and operating income just under $53 million. The total non-operational expenses came in at $32.6 million, so the budget total net income came in just over $20 million. Mr. Shawa noted that this does not include the 3 year rate increase which is planned to be effective 2/2019. There is a 3.25% projected return, but the forecast will get them to the projected return. Council President Wood asked if the 2% is across the board for each service; chilled water, electric, etc. and Ms. Shawa confirmed it is the total. Ms. Shawa then went through the slide on the consolidated cash flow the financial strategy for a 3-phase financing, with phase 1 just implemented. Phase 2 will be the issuance of market bonds in spring 2019. The rates for the bonds were for the first $100 million with a bridge loan, and when it went to market the initial will get paid back. The Board of Commissioners have approved a cash reserve policy at their May 22 meeting, which was the initial policy because they never did one and it was a best practice to have one; Council President Wood asked for a copy of the policy. The presentation moved into the capital budget of $76.4 million, with the expected plant coming in at $113 million, so a total of $189.5 million. Council President Wood referenced the handout and asked if the outage management system was the same one that was implemented in 2013, and it was confirmed by Ms. Shawa. Ms. Shawa concluded by stating that in FY202 there is a small expenditure plan adding additional security as they will be de-commissioning the Eckert Plant. Council Member Garza asked if they had plans for Eckert after it closes. Mr. Peffley stated they will cease generating power in 2020, then it will take 2 years to remove all the infrastructure, and they will issue a RFP for that. Council Member Jackson asked if the bonding for the new plant was 50 years, and was informed by Ms. Shawa it was 25-30 years. The rate strategy does include new bonding for the plant and there is a return on the equity on the forecast, based on the revenues. It is a standalone line item in the non-operating sheet. Council Member Spitzley asked for an update on the project in REO Town. Mr. Peffley provided details that the central sub-station was still on track to come on in the fall, and the exterior walls are completed, the “fake windows” are next and the equipment is on schedule.

Council Member Hussain stepped away from the meeting at 5:52 pm

Mr. Peffley continued that they are currently watching the delivery of the equipment due to the recent talks of tariff and what impact that will have. Council Member Spitzley then inquired into the progress on the tree trimming. Mr. Peffley stated they are in year 5 of the 5 year plan which puts them in Delta Township where they are 90%.

Council Member Hussain returned to the meeting at 5:54 p.m.

Council President Wood asked about a weekend water pipe break in Groesbeck and asked for an update. Mr. Peffley was not aware of one, but stated he would follow up and report back. She also asked him to report back on low water pressure on Tecumseh River Drive.

City of Lansing Parking Services Presentation
Mr. Gamble distributed the power point presentation and gave an overview of the slides. The overview covered the current assets, map location and photos of the current equipment. It was noted in the presentation that the budget proposed for the projects totaled $10,679,095 with the front load in the first 3 years of the 5 year program. The presentation went on to outline the new equipment, construction time line for Lot 21 and Lot 37 which are being completely reconstructed. Mr. Gamble noted that Lot 8 on Michigan Avenue will also be addressed and was designed and addresses concerns of the neighborhood and businesses. Council President Wood asked why the parking rates proposed in the FY19 Budget are different for different locations. Mr. Gamble admitted that when they looked rates there was no rhyme or reason; and provided the example of the price break of $35-$40 to park on the roof of a structure, so they did a rate study to determine rates within one structure that was fair with another location of like size. He also added that the City rates have not improved in 5 years, so they also did rate adjustments per inflation. Council Member Wood asked for a copy of the parking study he stated they performed. Council President Wood then asked how many ramps are leased, how many permits and how many have free access. Mr. Gamble provided details that all facilities are open to permits and most in downtown are currently on a waiting list. There are only three (3) with a current available capacity prior to the construction, and those were Townsend Ramp, S. Capital and Lot 49a. Council President Wood asked why Townsend was not full, and Mr. Gamble stated that there are 1,270 parking spaces in it and there are still 360 available. He then detailed the lots that have agreements with outside entities. Those were nine (9) parking partners ranging from 150 permits with LCC to lots for other contractors and offices in the downtown area. Council President Wood asked Mr. Gamble to follow up on the questions sent to him by the Internal Auditor. Council Member Spitzley asked why the rates on the parking meters increased. Mr. Gamble stated the rates did not change, the only rate changes were in the ramps, and those were evaluated in location and user perspective. They believe that 4 ramps are past 40 years old, and replacement cost of each is $18-$25 million each. Their strategy is to make sure they are making smart decisions now to place the City in a good condition. Council Member Spitzley asked if they were using increased rates to update and repair the parking structures and to put money in the reserve for future needs, and Mr. Gamble confirmed that was the plan, noting again they haven’t changed the rates in 3-5 years, and in his opinion they should be raised annually for the cost of living and become a self-sufficient fund. Council Member Spitzley referenced the presentation and slide on new parking machines, and asked if there would be new rates to pay for those. Mr. Gamble stated there was no plan to increase the rates to pay for them because they have already been included in the overall revenue projections. His opinion again was that every year the City should look to analyze for costs, and general needs. Council Member Hussain asked Mr. Gamble what their anticipated cost savings would be, and Mr. Gamble noted that with the new technology to facilitate them, they will reduce overall costs. Mr. Gamble was not able to stay longer, so Council President Wood asked Council Members to forward any additional questions to the Mr. Gamble and asked him again to follow up on the items that were still needed from the Internal Auditor request. The topic will again be on the

August 6, 2018 Committee of the Whole agenda. Council Member Dunbar supported the rate increase. Council Member Garza asked if the department will be installing a mobile parking passport, and if there will be discounts offered to frequent users of the parking system. Mr. Gamble stated they would installing a mobile app, and they currently have a VIP program and he will send that information to everyone. Council Member Jackson asked if during the study that was mentioned earlier if they looked at other municipalities, and who was involved. Mr. Gamble stated that regarding Lot 8 (located in the block behind The Green Door) there were multiple meetings with the businesses and neighbors. Council Member Washington stated she too was involved in all those meetings. Mr. McGrain apologized for any information that was lacking and would provide any additional information they are looking for. Council President Wood referenced the Internal Auditor report that needed answers still and again asked for the study that was done. She then asked if with the new meters and technology if there would be a reduction in staff, and Mr. McGrain confirmed he did not see a change in employees, and if so they could be deployed to other positions.

Discussion/Action

DISCUSSION/RESOLUTION – FY19 Budget Adjustments; Parking Fees

Discussion and action for this item was moved to the August 6th meeting.

RESOLUTION – Appointment of J. Peek; 2nd Ward Member; Medical Marihuana Commission; Term to expire December 11, 2019

Council President Wood asked Mr. Peek for his resume, at which Mr. Peek apologized for not providing it and offered to send it. Mr. Peek then briefly outlined his 11 years of residency in the City of Lansing, membership with the UAW 602, and his vision to be on this specific Commission so he could address concerns with the economic opportunities. Council President Wood referenced the application noting this Commission was not one of his choices, and asked why. Mr. Peek stated the on-line application drop down box did not have the option and was also interested in the Mayor's Diversity Board. Council Member Hussain asked Mr. Peek if he wished to wait for another Board appointment off his list. Mr. Peek informed the Committee he has already take the role on the Mayor's Diversity Board and would still like to be placed on this Commission. Council Member Washington asked if he had spoken to Council Member Garza yet since he will be representing the 2nd Ward on the Commission, at which he confirmed he had not. She then asked if Mr. Peek understood that the Commission is not to assist the owners of establishments, and he noted that he wanted to be on the Commission for the economics to the community. Council Member Spitzley asked if he could be fair in his role with the licensing, and Mr. Peek stated he hoped for open and fair dialogue. Council Member Garza asked Mr. Peek if he had any stake in the medical marihuana field or funds tied up in it, and Mr. Peek confirmed he did not on both counts. Mr. Peek was encouraged to attend the Ward meetings and neighborhood meetings. Council President Wood then went over the role of a Commission Member for Mr. Peek which she noted is to look at the decision the Clerk makes and if it is appropriate or not. Their role is also to look at the application that was denied by the Clerk, and whether it met the criteria of why it was denied. Council Member Dunbar added that Mr. Peek acknowledged the explanation. Council Member Jackson spoke in support of the appointment. Council President Wood assured Mr. Peek that the questions he was being asked were typical of all the appointments to this Commission which began in 2017 prior to three (3) of the Council Members being elected. Kathie –this board is about following the criteria, and the criteria has been determined to failed, and denied and appealed. The board has the role to follow those guidelines to hear the appeal.

MOTION BY COUNCIL MEMBER WASHINGTON TO APPROVE THE RESOLUTION FOR THE APPOINTMENTOF JASON PEEK TO THE MEDICAL MARIHUANA COMMISSION. MOTION CARRIED 7-0.

DISCUSSION/RESOLUTION – Corridor Façade Grant Area Implementation & Requirements
Mr. Klein went through his updates to the program since the last Committee meeting discussion and suggestions. Those included details on the marketing plan which includes social media, press releases via the Mayor's office, and mailings to the corridors effected. Mr. Klein proposed $1,500 of the budget to be used for marketing and marketing materials. Regarding a question at the last meeting about properties just on the outside of the boundaries, he stated the initial intent for program was to serve corridors outside of the downtown area and those are displayed in the packet of information. Regarding a question earlier on accountability, Mr. Klein confirmed there is no claw back provision in the program, but it can be addressed in maintenance and non-performance within the program, because no funds are awarded until the project is complete. Council Member Jackson asked if Mr. Klein had researched interpretative services for the program and multiple languages for the application. Mr. Klein confirmed they can make the marketing post cards bi-lingual and can have different language links on the website. Council Member Dunbar asked if the awards are given on a first come first serve basis, and Mr. Klein assured them that all applications will be vetted the same, with a rolling open application, however the hard deadline for the application is February 2019. It will be a first come first serve but all are assessed on basic principles. Kathie – if apply can be approved and finished reimbursed this year. Council Member Dunbar then asked if someone puts in an application and the funds run out, do they go to the top of the list in the next fiscal year. Mr. Klein acknowledged that as a consideration, and they can start the basic process, but the onsite visits, and consults would be withheld until funding is available. Council President Wood informed Mr. Klein and the Committee that per the Budget Resolution and Policies, a resolution will be created and acted upon at the next meeting incorporating the details presented on the program with the addition of allotting $1,500 for marketing.

Council Member Garza stepped away from the meeting at 6:56 p.m.

Council President Wood then asked Ms. Harkins if the Administration agreed to the $1,500 out of the funding for the marketing, and Ms. Harkins could not confirm it was ever discussed, and Mr. Trezise also stated it was not discussed.

RESOLUTION – No Confidence in the current Composition of the Lansing Housing Commission Board of Commissioners
Council Member Garza returned to the meeting at 6:59 p.m.

Council Member Hussain reminded the Committee that at the last meeting they discus
Adam- at last meeting it was discussed language not being strong enough.

MOTION BY COUNCIL MEMBER HUSSAIN TO APPROVE THE RESOLUTION FOR THE NO CONFIDENCE IN THE CURRENT COMPOSITION OF THE LANSING HOUSING COMMISSION BOARD OF COMMISSIONERS.

Council Member Dunbar asked Ms. Harkins if the Administration had met with members of the LHC Commission or their staff, and if it was productive. Ms. Harkins confirmed Mr. McGrain met with Mr. Martell Armstrong and they have a follow up meeting on July 10th. Ms. Harkins went on to inform the Committee that Code Enforcement has been actively inspecting all the facilities. Council President Wood acknowledged the work the Administration had performed so far working with LHC, but reminded them and the Committee that it has been years where the City does not see progress on things that should have already been done. Since Council speaks through their Resolutions, she noted this is the opportunity to address the concerns and will not preclude anything the Administration is doing or take away from that. Council

Member Hussain agreed with Council President Wood, and also voiced his own concerns on the number of issues that have not been taken care of. Council Member Washington also spoke in support of the resolution. Council Member Dunbar pointed out that some issues were under the previous management, and stated her belief that the Council approves the Commission, at which Council President Wood corrected her statement by noting Council does not appoint the Lansing Housing Commission members, the Mayor solely makes those appointments. Council Member Spitzley added to the conversation with her statement that a Council resolution will speak to the constituents and Councils responsibility to be responsible for addressing the issues, and therefore the LHC Board of Commissioners is the leadership of the Lansing Housing Commission and they need to be responsible. Council Member Jackson asked if the Lansing Housing Commission could come to a future Committee meeting.

MOTION CARRIED 5-2.

OTHER

RESOLUTION- Singh Pub and Grill

Council Member Wood distributed an amended resolution from the last meeting based on a language change request from the State Liquor Control Commission.

MOTION BY COUNCIL MEMBER WASHINGTON TO APPROVE THE RESOLUTION.
MOTION CARRIED 7-0.

ADJOURN

The meeting was adjourned 7:21p.m.
Respectfully Submitted by,
Sherrie Boak, Recording Secretary
Lansing City Council
Approved by the Committee on

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

WHEREAS, Fairview School at 815 N Fairview Avenue is the Polling Place for Ward 1, Precinct 4; and

WHEREAS, City Clerk Chris Swope received notice on July 12, 2018 that Fairview School will be inaccessible and unusable as a Polling Place for the August 7, 2018 Primary Election due to unexpected construction delays at the facility; and

WHEREAS, Pattengill School at 626 Marshall Street is in close proximity, handicapped accessible, plenty of parking to serve as a temporary Polling Location for the City of Lansing; and

WHEREAS, City Clerk Chris Swope recommends that the Polling Place for Ward 1, Precinct 4 be relocated to Pattengill School for the August 7, 2018 Primary Election;

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, relocates the Polling Place for Ward 1, Precinct 4 to Pattengill School at 626 Marshall Street for the August 7, 2018 Primary Election, and that that the City Clerk shall notify the Registered Electors of Ward 1, Precinct 4 of the relocation.

BE IT FURTHER RESOLVED, that effective with any election after the August 7, 2018 Primary Election, the Polling Place for Ward 1, Precinct 4 shall return to Fairview School at 815 N Fairview Avenue, and that the City Clerk shall notify the Registered Electors of Ward 1, Precinct 4 of the relocation.

BE IT FINALLY RESOLVED, that the City Clerk shall work to ensure proper signage to assist relocated voters in finding their Polling Place.

ORDINANCE NO. ___________

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, TO REPEAL CHAPTER 810, SECTION 810.21 OF THE CODIFIED ORDINANCES, TO ELIMINATE THE CABLE ADVISORY BOARD AND ITS DUTIES AND FUNCTIONS.

THE CITY OF LANSING ORDAINS:

Section 1. That Chapter 810, Section 810.21, of the Codified Ordinances of the City of Lansing, Michigan, be and hereby is repealed in its entirety and shall be null and void and of no effect.

Section 2. All ordinances, resolutions or rules, parts of ordinances, resolutions or rules inconsistent with the provisions hereof are hereby repealed in their entirety and shall be null and void and of no effect.

Section 3. Should any section, clause or phrase of this ordinance be declared to be invalid, the same shall not affect the validity of the ordinance as a whole, or any part thereof other than the part so declared to be invalid.

Section 4. This ordinance repeal shall take effect on the 30th day after enactment, unless given immediate effect by City Council.

Approved as to form:

____
City Attorney

Dated: ______________________________

ORDINANCE NO. ___________

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, TO REPEAL CHAPTER 1034, SECTION 1034.01 THROUGH 1034.09, TO ELIMINATE THE MEMORIAL REVIEW BOARD, ITS DUTIES AND FUNCTIONS, AND TO CANCEL THE PROCESS AND PROCEDURE FOR NAMING OR RENAMING PUBLIC MEMORIALS CONTAINED IN THE EXISTING CHAPTER AND TO PROVIDE A NEW REPLACEMENT CHAPTER 1034 TO DEFINE RESPONSIBILITIES UNDER THE CHARTER AND LAW FOR THE NAMING OR RENAMING OF STREETS AND PUBLIC AMENITIES.

THE CITY OF LANSING ORDAINS:

Section 1. That Chapter 1034, Section 1034.01-1034.09, of the Codified Ordinances of the City of Lansing, Michigan, be and are hereby repealed in their entirety and shall be null and void and of no effect AND SHALL BE REPLACED WITH A NEW CHAPTER 1034 AS SET FORTH BELOW:

1034.01. – PURPOSE

THE PURPOSE OF THIS CHAPTER 1034 IS TO DEFINE THE RESPONSIBILITES FOR THE NAMING OR RENAMING OF STREETS AND PUBLIC AMENITIES.

1034.02. – DEFINITIONS

(A) AS USED IN THIS CHAPTER, PUBLIC AMENITY(IES) MEANS A PUBLIC BUILDING, PARK, GARDEN, SCULPTURE, BRIDGE, BUILDING, ROOM, BALLFIELD, AND OTHER RELATED AMENITY, ACCESSORY, OR FACILITY WITHIN PARKS, PUBLIC SPACES, AND PUBLIC FACILITIES, SUCH AS A BENCH, DUGOUT, MARKER, OR EQUIPMENT.

1034.03. – RESPONSIBILITIES

(A) STREETS AND ESTABLISHED PUBLIC RIGHTS OF WAY ARE HELD FOR THE PUBLIC IN TRUST. THE LANSING CITY COUNCIL IS DESIGNATED WITH THE RESPONSIBILTY FOR THE NAMING OR RENAMING OF PUBLIC STREETS AND PUBLIC RIGHTS OF WAY.

(B) THE MAYOR OF THE CITY OF LANSING IS NAMED AS MANAGER OF REAL PROPERTY OF THE CITY BY THE CHARTER AND IS THEREBY DESIGNATED WITH THE RESPONSIBILITY FOR THE NAMING OR RENAMING OF PUBLIC AMENITIES. THIS DESIGNATION INCLUDES, BY IMPLICATION, SOLICITING PRIVATE OR PUBLIC DONATIONS DIRECTED TOWARD THE CONSTRUCTION OF, ENHANCEMENT TO, OR MAINTENANCE OF, PUBLIC AMENITIES.

(C) PRIOR TO THE NAMING OR RENAMING OF A PUBLIC STREET OR PUBLIC RIGHT\OF WAY, THE PUBLIC SERVICE BOARD SHALL REVIEW THE PROPOSAL AND SHALL MAKE ITS RECOMMENDATION TO THE LANSING CITY COUNCIL. PRIOR TO THE NAMING OR RENAMING OF ANY PUBLIC AMENITY, THE PARK BOARD SHALL REVIEW THE PROPOSAL AND SUBMIT ITS RECOMMENDATION TO THE MAYOR.

Section 2. All ordinances, resolutions or rules, parts of ordinances, resolutions or rules inconsistent with the provisions hereof are hereby repealed in their entirety and shall be null and void and of no effect.

Section 3. Should any section, clause or phrase of this ordinance be declared to be invalid, the same shall not affect the validity of the ordinance as a whole, or any part thereof other than the part so declared to be invalid.

Section 4. This ordinance repeal shall take effect on the 30th day after enactment, unless given immediate effect by City Council.

Approved as to form:

____
City Attorney

Dated: ________________________________

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

WHEREAS, in Resolution 2018-142 as part of the FY19 Budget and Budget Policies the City of Lansing City Council determined they would set goals for the Corridor Façade Grants; and

WHEREAS, the intent of the Corridor Façade Program is to strengthen the economic viability of Lansing's non-downtown commercial corridors by providing targeted assistance for improving the appearance and structural conditions of building façades in highly visible and critical areas of the City. Projects will be assessed thoroughly and chosen primarily on need, impact, financial capacity, and their critical strategic location; and

WHEREAS, the program is directed at commercial, office, and mixed-use buildings adjacent to main corridors and neighborhood nodes within the City of Lansing that are outside of the downtown area (downtown defined as Shiawassee St. to the north; I-496 to the south; Martin Luther King Jr. Blvd. to the west; and Pere Marquette Dr. to the east.). Property owners and tenants are eligible to apply, but if a tenant applies, the building owner must support the improvements in writing; and

WHEREAS, eligible activities are for a building façade only but may include windows, signage, lighting, and improvements to create barrier free and accessible entryways as part of the overall façade improvement. No activity will be eligible that is separate from an overall façade. For instance, landscaping/streetscaping and light poles are <u>not</u> eligible. All improvements must be fixed/permanent.; and

WHEREAS, the Façade Grant Program offers three types of flexible grant awards. Applications are considered on a first come, first served basis:

<u>Full Grant</u>: For façade projects totaling $10,000 and above, grant funds will provide a "dollar for dollar" match (50% of the total project cost) up to a maximum $20,000 award. This award is for façade projects involving substantial restoration, rehabilitation, or replacement. The grant funds are provided on a reimbursement basis and offers no upfront money.

<u>Micro-Façade/Sign Grant</u>: For façade projects with a total cost under $10,000, grant funds will provide a "dollar for dollar" match (50% of the total project cost) up to a maximum $5,000 award. This award is for small façade projects or for projects that consist of limited improvements including signage, paint, window/door repair, lighting, entryways. The grant funds are provided on a reimbursement basis and offers no upfront money.

<u>Design Program Award</u>: For development of renderings/façade designs and material specifications to assist with the application of a matching grant award. Up to a $2,000 award value per applicant (total of $10,000 available in this category). Further

architectural/engineering costs related to the façade that are beyond the award value are the responsibility of the applicant but may be approved as match for a future grant award. Pre-application and commitment to façade improvement is required.

WHEREAS, awardees must be approved and enter into a Grant and Design Agreement prior to the start of <u>any</u> work. Previous façade improvements and unapproved work <u>will not</u> be funded; and

WHEREAS, the application period will open July 1, 2018, close February 15, 2019 and the project completion and reimbursement submission deadline will be May 31, 2019; and

WHEREAS, there will be $1,500 of the budgeted funds used specifically for marketing the program.

THEREFORE BE IT RESOLVED, the City of Lansing City Council along with LEAP will implement the Corridor Façade Grant Program in the afore mentioned guidelines; and

BE IT FINALLY RESOLVED, LEAP will use $1,500 of the budgeted funds strictly for marketing the Corridor Façade Grant Program.

FY 2018/2019 - CITY OF LANSING
CORRIDOR FAÇADE PROGRAM

FACT SHEET (*FY 2018/2019 DRAFT Recommendations***)**

Summary

The intent of the Corridor Façade Program is to strengthen the economic viability of Lansing's non-downtown commercial corridors by providing targeted assistance for improving the appearance and structural conditions of building façades in highly visible and critical areas of the City. Projects will be assessed thoroughly and chosen primarily on need, impact, financial capacity, and their critical strategic location.

Eligibility

The program is directed at commercial, office, and mixed-use buildings adjacent to main corridors and neighborhood nodes within the City of Lansing that are outside of the downtown area (downtown defined as Shiawassee St. to the north; I-496 to the south; Martin Luther King Jr. Blvd. to the west; and Pere Marquette Dr. to the east.). Property owners and tenants are eligible to apply, but if a tenant applies, the building owner must support the improvements in writing.

Eligible activities are for a building façade only but may include windows, signage, lighting, and improvements to create barrier free and accessible entryways as part of the overall façade improvement. No activity will be eligible that is separate from an overall façade. For instance, landscaping/streetscaping and light poles are <u>not</u> eligible. All improvements must be fixed/permanent.

Awards

The Façade Grant Program offers three types of flexible grant awards. Applications are considered on a first come, first served basis.

<u>Full Grant</u>: For façade projects totaling $10,000 and above, grant funds will provide a "dollar for dollar" match (50% of the total project cost) up to a maximum $20,000 award. This award is for façade projects involving substantial restoration, rehabilitation, or replacement. The grant funds are provided on a reimbursement basis and offers no upfront money.

<u>Micro-Façade/Sign Grant</u>: For façade projects with a total cost under $10,000, grant funds will provide a "dollar for dollar" match (50% of the total project cost) up to a maximum $5,000 award. This award is for small façade projects or for projects that consist of limited improvements including signage, paint, window/door repair, lighting, entryways. The grant funds are provided on a reimbursement basis and offers no upfront money.

<u>Design Program Award</u>: For development of renderings/façade designs and material specifications to assist with the application of a matching grant award. Up to a $2,000 award value per applicant (total of $10,000 available in this category). Further architectural/engineering costs related to the façade that are beyond the award value are the responsibility of the applicant but may be approved as match for a future grant award. Pre-application and commitment to façade improvement is required.

Awardees must be approved and enter into a Grant and Design Agreement prior to the start of <u>any</u> work. Previous façade improvements and unapproved work <u>will not</u> be funded.

Timeline:

- Application Period Open: July 1st, 2018
- Application Period Closed: February 15th, 2019
- Project Completion and Reimbursement Submission Deadline: May 31st, 2019

How to Apply

Submit a Pre-Application Form, available at PURELANSING.COM/INCENTIVES

See Program Guidelines, Design Guidelines, and Application Packet
For Full Program Rules and Requirements

FY 2018/2019 - CITY OF LANSING
CORRIDOR FAÇADE PROGRAM

Do you own a building and/or business on one of Lansing's non-downtown commercial corridors? (see attached map)

Do you need assistance with:

1. Major Façade Work? (restoration, complete replacement, etc.)
2. Minor Façade Work? (painting, lighting, window/door repair, etc.)
3. Signage Work? (signs or awnings attached to the building)

Funding assistance is available for qualified applicants.
First come, first served. Apply today.

Complete the following form as completely as possible and submit it to:
Lansing Economic Area Partnership, 1000 S. Washington Ave., Ste 201, Lansing, MI 48910
or kris@purelansing.com
www.purelansing.com | (517) 702-3387

PRE-APPLICATION FORM

1. Applicant Information:	**2. Applicant is the (check one):**
Name:__________ Address:__________ __________ Phone:__________ Email:__________	☐ Property Owner ☐ Renter/Tenant ☐ Other, explain here:

3. Property Owner Information: ☐ Check if same as Applicant Address

** If applicant is not the property owner, the owner must complete a letter of permission (template attached) and return it with this application.*

Name:__________

Address:__________

____

Phone:__________

Email:__________

4. Property address where project will occur: ☐ Check if same as Applicant Address

5. Describe the proposed improvements to your building façade:

Total estimated cost of improvements: $

** If you have a detailed description, line-item budget, estimates, and a project schedule, please attach to this pre-application form.*

6. What is the maximum amount you can commit to the façade project?

$

** Applicants are expected to contribute at least 50% of the total cost of improvements.*

I understand that my submission of an application does not constitute a guarantee for funding under the Corridor Façade Program. I certify that all information is true and accurate to the best of my knowledge.

7. Applicant/Owner Signature:

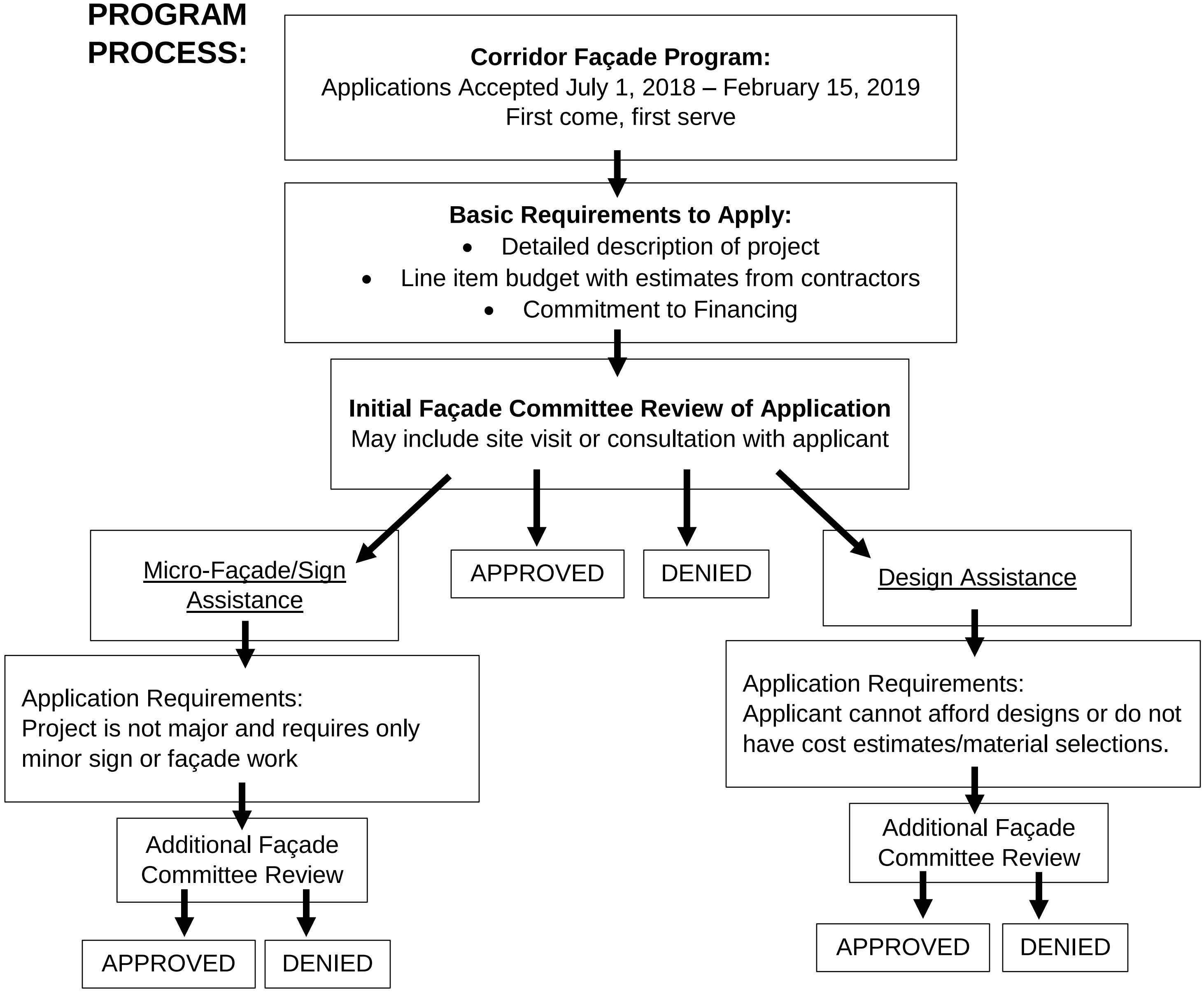
8. Date

Submit completed form to:
Lansing Economic Area Partnership (LEAP)
1000 S. Washington Ave., Suite 201, Lansing, MI 48910
or kris@purelansing.com
www.purelansing.com | (517) 702-3387

Your Pre-Application will be reviewed by the Façade Committee to:

1. Recommend your project for funding
2. Offer additional assistance/request additional information
3. Deny funding through the Corridor Façade Program

PROGRAM PROCESS:



Please Note:
This document is only a general guide to the Corridor Façade Program and is subject to change.

BY THE COMMITTEE ON WAYS AND MEANS
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, The City of Lansing's Office of Financial Empowerment was awarded a $2,370,620.00 ($474,124 per year), 5-year contract from the State of Michigan for Offender Success Administrative Agency Services for Region 7 of the State of Michigan, which includes Ingham, Clinton and Eaton Counties;

WHEREAS, there was a competitive bid process for the Offender Success Administrative Agency Services contract and the City of Lansing Office of Financial Empowerment submitted Quote #00024541 and Bid #007117B0011697;

WHEREAS, the Offender Success Administrative Agency (which will be the City of Lansing Office of Financial Empowerment) is responsible for managing sub-contractual services including housing, social services, transportation, and behavioral health; is responsible for the receipt of and payment of invoices to said subcontractors; participates in the Region 7 Steering Team and Advisory Council meetings; and participates in prison in-reach meetings;

WHEREAS, The State of Michigan awarded $2,370,620.00 to the City of Lansing for the period of October 1, 2017 to March 31, 2022; and

WHEREAS, the award for $2,370,620.00 does not require a local match and creates a full-time, temporary contractual position at up to 40 hours per week; as well as an intern position of 10 or more hours per week which will be a paid internship; and

WHEREAS, Offender Success is a statewide model in which each of the 10 prosperity regions is assigned an Administrative Agency; the vision of the Michigan Offender Success Model is that every offender released from prison will have the tools needed to succeed in the community and the opportunity to utilize those tools to be productive, self-sufficient citizens; and the mission of the Michigan Offender Success Model is to reduce crime by implementing a seamless plan of services, supervision, and opportunities developed with each offender and delivered through state and regional collaboration with the goal of obtaining employment and self-sufficiency; the mission is accomplished by targeting service provision to meet the identified needs of returning offenders, thereby reducing their risk of recidivism and enhancing their employment opportunities.

WHEREAS, a Budget Adjustment Request (BAR) was submitted by the City of Lansing's Office of Financial Empowerment to increase the budget from $474,124 per year to $497,004, and this BAR was approved by the Michigan Department of Corrections on May 25, 2018;

NOW, THEREFORE, BE IT RESOLVED, The Lansing City Council approves acceptance of the additional $22,880 per year in budget ($114,400 total) for the grant period beginning October 1, 2017 and ending March 31, 2022 for the City of Lansing.

BE IT FINALLY RESOLVED, The Administration is authorized to create appropriate accounts and to make the necessary operating transfers for the expenditure and control of the balance of the grant funds.

RESOLUTION SETTING PUBLIC HEARING
BY CITY COUNCIL

RESOLVED by the City Council, City of Lansing, that a public hearing be set for Monday, August 13, 2018 at 7:00 p.m. in the City Council Chambers, 10th floor Lansing City hall, 124 W. Michigan Ave., Lansing, MI for the purpose of considering amendments to Article 8, Chapter 4 of the Lansing City Charter be submitted to the electors of the City for adoption or rejection at the election to be held on November 6, 2018 in the manner and form substantially as follows:

> Chapter 4 Property
>
> 8-403.7. In addition to Section 8-403.6, not more than 25% of any dedicated parkland parcel may be disposed of by transfer, easement, lease, license, or other exchange, or be converted to another use without approval, by majority vote, of the electors of the City voting on the question at a regular or special election.
>
> As used in this Section, “converted to another use” means changing the use of a park, or significant part thereof, from a recreation or conservation use to another use not directly or materially related to public recreation or conservation.

As used in this Section, “disposed of” or “converted to another use” shall not mean or include a park use that is for a recreational, civic, artistic or cultural activity, event or festival, or an entirely subsurface use for public utility purpose, including communications and the Board of Water and Light under Section 5-203.8.

Interested Persons are invited to attend this Public Hearing

Draft 3
6/15/2018

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

WHEREAS, pursuant to Section 8-403.6 of the Lansing City Charter, an affirmative vote of a majority of the electorate is required before any park, recreation, cemetery, or waterfront land may be sold; and

WHEREAS, it has been determined that the City of Lansing would benefit from greater citizen participation in other forms of property disposition, in addition to sale of park property, including leases, licenses, easements, transfers or exchanges; and

WHEREAS, such citizen participation by voting on such additional forms of disposition would require an amendment to the Charter;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lansing, pursuant to the authority of the Home Rule Cities Act (MCL 117.1 et. seq.), and by a three-fifths (3/5) vote of its members elect, hereby proposes that the following amendment to Article 8, Chapter 4 of the Lansing City Charter be submitted to the electors of the City for adoption or rejection at the election to be held on November 6, 2018 in the manner and form substantially as follows:

> Chapter 4 Property
>
> 8-403.7. In addition to Section 8-403.6, not more than 25% of any dedicated parkland parcel may be disposed of by transfer, easement, lease, license, or other exchange, or be converted to another use without approval, by majority vote, of the electors of the City voting on the question at a regular or special election.
>
> As used in this Section, "converted to another use" means changing the use of a park, or significant part thereof, from a recreation or conservation use to another use not directly or materially related to public recreation or conservation.
>
> As used in this Section, "disposed of" or "converted to another use" shall not mean or include a park use that is for a recreational, civic, artistic or cultural activity, event or festival, or an entirely subsurface use for public utility purpose, including communications and the Board of Water and Light under Section 5-203.8.

BE IT FURTHER RESOLVED that in accordance with the Home Rule Cities Act (MCL 117.1, et. seq.), the question shall be captioned and stated on the ballot as follows:

CITY OF LANSING CHARTER AMENDMENT
ELECTORATE APPROVAL OF PARK LAND DISPOSITION AND CONVERSION OF USE

It is proposed that the Lansing City Charter be amended to require electorate approval prior to park land disposition or conversion of use by adding Section 8-403.7 that will provide the following:

8-403.7. Providing that not more than 25% of any dedicated parkland parcel may be disposed of or converted to another use without first being approved by affirmative vote of a majority of City electors voting at a regular or special election; but excluding use for recreational, civic, artistic, cultural activities and subsurface Board of Water and Light or public utility purposes; and defining "converted to another use" as the change in use of the park, or a significant part of it, from recreation or conservation use to another use not directly or materially related to the public recreation or conservation

Draft 3
6/15/2018

Shall this amendment be adopted?

___ YES
___ NO

BE IT FURTHER RESOLVED that the Charter amendment would take effect on December 31, 2018.

BE IT FURTHER RESOLVED that the City Clerk is hereby directed and authorized to, in accordance with the Home Rule Cities Act (MCL 117.1, et. seq.), transmit a copy of this resolution and roll call vote on it, along with a copy of the proposed amendment to the Governor of the State of Michigan for approval and a copy to the Attorney General of the State of Michigan for approval as to the form in which the proposal shall be presented to electors.

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized to cause the above proposal to be placed on the ballot at the election to be held on November 6, 2018.

BE IT FURTHER RESOLVED that the ballot wording is hereby certified to the City Clerk for submission to the City's electors at the election to be held on November 6, 2018.

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to give notice of the election and notice of registration therefore in the manner prescribed by law and to do all things and to provide all supplies necessary to submit the ballot proposal to the vote of the electors as required by law.

BE IT FURTHER RESOLVED that in accordance with law, the City Clerk shall post the proposed Charter amendment in full at each polling place.

BE IT FINALLY RESOLVED that the canvass and determination of the votes of said question shall be made in accordance with the laws of the State of Michigan and the Charter of the City of Lansing.

Approved for the Council Agenda:

James D. Smiertka
City Attorney
May 3, 2018

PARK BOARD MEETING
Foster Community Center
July 11, 2018

MEMBERS PRESENT: Jim McClurken, Paulette Carter-Scott, Rick Kibbey, Rosalinda Hernandez, Kimberly Whitfield, Zoe Ahlstrom, Michael Ruddock

MEMBERS ABSENT: Veronica Gracia-Wing

OTHERS PRESENT: Brett Kaschinske, Parks and Recreation Director; Kellie Brown, Board Secretary; Maureen McDonaugh, Asia Dowtin, Gabriel Zawadzki; VayAee Howell, Farideviarey Silva, Nareai McPherson, Ariana Phillips, Jazzmyn Long, Alex White, David Rothstein, MSU MAP Program; Kathleen Badgley; Willow Hassel; Kati Ford; Julia Tansa; Stephen Monti; Brent Forsberg, Urban Systems; Jeff Potter; Samantha Willar; Loretta Stanaway; Ryan Smith; Partice Drainville; Kathy Miles; Jody Washington, City Council; Scott Keith, LEPFA; Wesley Shinevar, Ingham Park

CALLED TO ORDER: 7:00 p.m.

ADDITIONS/DELETIONS TO THE AGENDA

Kaschinske added Cherry Hill Dog Park and River Taxi under old business.

BOARD MEETING MINUTES

Rick Kibbey moved to accept the June 13, 2018 minutes as submitted; seconded by Zoe Ahlstrom. 7 yeas; 0 nays

Motion carried

NEW BUSINESS

New Board Member

Kaschinske introduced new board member Michael Ruddock, who provided background information on himself.

Groesbeck Marketing

Scott Keith, President, LEPFA stated he is here at the request of the Board. Members received the business plan in April and requested an update. This plan is from January 1 through July 1 and has found the following: Rounds are up 31% based on a 3-year average; revenue is up 34%, again a 3-year average. The increases are attributed to: on-line tee sheet with point of sale and booking tee times; couples passes; jr/sr flex pass ie: 10 rounds which may be played anytime during the year; new merchandise; senior special rate; on-line pass purchase; youth on course and play adjustment to start further out on tee for better success; new tournaments; Lansing Catholic Central boys team is using as home course; stand-alone, mobile friendly website; creation of individual profiles to market on mobile devices; weekly radio show; no new rates to focus on improving rounds played and customer service; on-line app has reduced phone calls 40% to allow staff to help on site customers; new bag drop area; painted and made minor repairs; and hired head pro from Forest Akers who met with every league secretary for feedback.

Carter-Scott commented she would like to see a speed limit sign and communication with leagues about specials because players are signed up already and do not access the website for tee times so they do not see web postings.

Keith stated there is a new grounds keeper who is proud of the course and making improvements. They will be working with the drain commissioner this fall to cut back around the ponds.

Kibbey stated the board was skeptical about this change, especially with the struggles of public courses. He also wants to ensure there is communication with the neighborhood. He also inquired what metrics are being used to keep track information and how often this will be shared. He would like the board to hear how the course is doing on a regular basis.

Keith stated the information is based on courses from around the area similar to Groesbeck.

Ruddock inquired what is done for lower incomes.

Keith stated that is a challenge all over. Courses are not as prevalent as basketball courts and they are working to get more youth interested and on the course.

Kaschinske stated summer kids camp participants are going to the First Tee at Sycamore Range to provide exposure to golf.

Keith mentioned the Drive-in Movie event which provides 4 holes of golf and a movie and there are people who attend that have never golfed.

Stanaway stated 2-weeks ago she was at the course watching people leave and they drive all over the new drive and she has photos. There are no lines to divide the road or signs.

Kaschinske stated there is still work being done on the project.

Stanaway stated she never heard about the gate or the road closures.

Kaschinske stated the gate and closures were part of the project plan.

Miles stated there is not a stop sign and there should be one.

Kaschinske stated this will all be evaluated.

Charter Language Change

Kaschinske reviewed the changes to the language that were made since the last meeting.

Washington stated she met with Kaschinske and the City Attorney and this is the language they agreed upon which is also acceptable with Council and the Attorney General.

Chapter 4 Property

8-403.7. In addition to Section 8-403.6, not more than 25% of any dedicated parkland parcel may be disposed of by transfer, easement, lease, license, or other exchange, or be converted to another use without approval, by majority vote, of the electors of the City voting on the question at a regular or special election.

As used in this Section, "converted to another use" means changing the use of a park, or significant part thereof, from a recreation or conservation use to another use not directly or materially related to public recreation or conservation.

As used in this Section, "disposed of" or "converted to another use" shall not mean or include a park use that is for a recreational, civic, artistic or cultural activity, event or festival, or an entirely subsurface use for public utility purpose, including communications and the Board of Water and Light under Section 5-203.8.

Ahlstrom inquired if this would affect any current plans. Kaschinske and Washington both stated no.

Kibbey stated he has concerns with the language in 8-403.8 and the funds going to the operating account and he would like to see that changed to park fund accounts.

Ruddock asked if there are any instances of cell towers or sub-stations taking more than 25% aside from Crego and the sub-station under construction.

Kaschinske stated none that he knows of, but it could happen with a very small park.

Stanaway commented 25% is too high, and believes long ago there was language dedicating proceeds to park land.

Kaschinske stated it is in the City Ordinance and not the Charter.

Badgley inquired if 25% was the amount, would that have prevented the Ormond Road and sub-station. There was no transparency on the plans, so she is not sure what amount the road took out of Ormond Park and was it 25%.

Kaschinske stated curb to curb the road is not 25%, if work outside of paved area is included it would be greater than 25%.

Washington stated Ormond and the sub-station are done and this is for the future. She inquired if the board would like to decrease the percentage?

Carter-Scott suggested 15%

Public comment was made that the percentage may be good, however location of the percentage can alter a park severely.

Stanaway stated she wants the documents the board receives put online.

Ruddock stated he agreed and what is the rush to act on this.

Washington stated she is putting this through, but wanted board input.

Carter-Scott moved to change to 15%.

Kibbey stated the most knowledgeable about the parks is the Director and he is comfortable with 25% and that is a solid number.

McClurken confirmed the motion was made to change the percentage from 25% to 15%. 4 nays; 3 yeas

Motion failed

Ahlstrom moved to accept language change for funds to be deposited in the account of the Department of Parks and Recreation. 7 yeas; 0 nays

Language is changed and percentage remains at 25%. Hernandez, seconded by Whitfield. 7 yeas; 0 nays.

City Market

Kaschinske stated this is the disposition of dedicated parkland and he reviewed the maps of the market location and the area this involves. This must go before a public vote, however selling is not the only option but this authorizes the possible sale of the property. Deadline for Council is August 13 to get this on the November ballot.

There has been 10 years of City subsidy to the market and Council voted to reduce that this year from $80,000 to $40,000.

Kaschinske stated closest to the river is 46' and retains the plaza, all parking and the river trail. This will provide options.

Hernandez inquired why is it being sold.

Kaschinske stated this is only to provide the option to sell which goes to Council to place on the ballot for the public to vote to sell.

Kaschinske stated the current market does not have satisfactory number of tenants and revenue.

Carter-Scott asked why Council lowered the subsidy and without the reduction would it be sustainable.

McClurken stated the market has not been sustainable for 5 years, most of the building is empty and this is a systematic move.

Ruddock stated he is just seeing this important information, not sure why the rush and this is regrettable to vote on to put it on the ballot.

Kaschinske stated if not clear of the boundaries, he would go over them again. He reviewed the google map and boundaries.

Whitfield stated she has lived here for 49 years and remembers the old market. There are many opportunities that could transform the market, Lansing is growing, and we need to continue to see change. She is in support of putting the sale of the property on the ballot.

Ruddock stated Lansing is growing, but who is interested in this. The market failed due to lack of transparency.

Ahlstrom stated we couldn't really know the potential unless it is open to being sold.

McClurken stated leasing the building preserves parkland, but sale means the land is gone.

Ahlstrom asked if there could be trigger language that the City would get first option to buy back.

Stanaway stated LEPFA managed the market to the ground and she is sure there is a developer waiting to purchase. She presented a 15 point plan that is a viable plan.

Public comment was made they had a waffle shop in the market before the apartment construction and it was successful. The development of the apartments had a negative effect on their business.

Washington stated this is the Mayor's executive decision. A lot has contributed to this decision. LEPFA has not done a good job at management and with all the State employees and residents, the market should have done well.

Public comment asked to slow down putting this on the ballot and work should be done at removing LEPFA as manager, because Groesbeck could be next.

Public comment agreed with this statement that LEPFA is the issue. The market needs to have farmers sell other plants, such as cannabis.

Washington reminded everyone this is not green space, but brick and mortar. It will not be torn down and grass planted to regain green space.

Kibbey stated in the last 5 years four items have occurred – Accident Fund property had a plan is place; Red Cedar is moving slowly, but there is a process in place. Waverly is outside the city and Scott House had a case to be made. The market is a piece of property surrounded by new development and recreational opportunities.

Public comment stated there have been plans presented to LEPFA, but LEPFA did not pass those plans on.

Ruddock moved for Park Board to urge Mayor and Council not to put this on the ballot.

Kibbey moved to table the item until a plan is presented.

Carter-Scott seconded to table the item.

Kibbey stated he wants to see this after public input meetings.

Kaschinske stated the board could meet in August.

McClurken clarified there is a motion to table this item, hold an August meeting and have administration attend to answer questions.

Ruddock withdrew his motion in lieu of the new motion.

Kibbey moved to table the agenda item and hold an August meeting to discuss and act on this. Seconded by Carter-Scott. 7 yeas; 0 nays

Motion carried.

McClurken stated the board has three weeks to learn what is going on and be prepared to make a decision on August 8.

<u>MSU Students MAP Program at Bancroft Park</u>

Professor David Rothstein explained the program and students introduced themselves. Students put forth questions to the board members:

- What are the responsibilities of the Lansing Parks Board?
- Why did you want to serve on the Lansing Parks Board?
- How are Lansing Park Board members selected?
- How do Lansing Parks and Recreation and/or the Lansing Parks Board approach community engagement? Is there a standard community engagement process?
- Questions specifically about Bancroft Park:
    - What is special about this park?
    - Issues and concerns about this park?

<u>Election of Officers</u>

McClurken spoke with Gracia-Wing, current chair, and although she is on maternity leave at the time of this meeting, she is willing to remain chair.

McClurken nominated Gracia-Wing as Chair of the Park Board. Seconded by Kibbey. 7 yeas; 0 nays

Motion carried.

Kibbey nominated McClurken as Vice-Chair. Seconded by Ahlstrom. 7 yeas; 0 nays

Motion carried.

<u>OLD BUSINESS</u>

<u>Cherry Hill</u>

Brent Forsberg stated since the last Park Board meeting they held a charrette and he handed out results of the data. This will be put together into a report and sent to the Director. They will be back to continue reporting the progress.

<u>UPDATES</u>

<u>Ingham Park</u>

Wesley Shinevar provided an update on the park and disc golf course.

Friends of Bancroft

Jeff Potter stated they circulated a petition at a concert in the park regarding the Moores Park pavilion to determine what neighbors wanted to see done with the closed pavilion and no one wanted a new pavilion and wanted the old pavilion fixed.

Kaschinske stated the neighborhood survey did not present the same results. The neighborhood association survey was in favor of a new pavilion just to the south of the current location.

Remarks of Board Members

McClurken reminded board members of the Art in the Wild event coming up and said he would e-mail the invitation.

Kibbey provided demographic maps on park use prepared by the Neighborhood Engagement Department. This is not exactly what he was looking for. He will have the maps redone and prepare a report.

STATEMENTS OF CITIZENS

Stanaway wants the board members contact information placed on the website.

Kaschinske stated this is being looked at for all city boards and there may likely be a general email account for the board to be contacted through.

Meeting adjourned at 10 p.m.

RESOLUTION SETTING PUBLIC HEARING
BY CITY COUNCIL

RESOLVED by the City Council, City of Lansing, that a public hearing be set for Monday, August 13, 2018 at 7:00 p.m. in the City Council Chambers, 10th floor Lansing City hall, 124 W. Michigan Ave., Lansing, MI for the purpose of considering amendments to Article 8, Chapter 4 of the Lansing City Charter be submitted to the electors of the City for adoption or rejection at the election to be held on November 6, 2018 in the manner and form substantially as follows:

Chapter 4 Property

8-403.8. Monetary consideration received from the sale of dedicated park land in accordance with Section 8-403.6 of this Charter or from other methods of disposition of park land shall be deposited in the accounts of the Department of Parks and Recreation.

Interested Persons are invited to attend this Public Hearing

DRAFT 4
July 12, 2018

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

WHEREAS, from time to time dedicated park land is sold or disposed of in accordance with the requirements of the City Charter; and

WHEREAS, it is deemed beneficial to the citizens of Lansing that its parks and recreational facilities be reasonably preserved; and

WHEREAS, one means of furthering the preservation of parks and recreational facilities is by providing the monetary consideration received from the sale and disposition of park land remain in the City's Parks and Recreation Department budget accounts;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lansing, pursuant to the authority of the Home Rule Cities Act (MCL 117.1 et. seq.), and by a three-fifths (3/5) vote of its members elect, hereby proposes that the following amendment to Article 8, Chapter 4 of the Lansing City Charter be submitted to the electors of the City for adoption or rejection at the election to be held on November 6, 2018;

Chapter 4 Property

8-403.8. Monetary consideration received from the sale of dedicated park land in accordance with Section 8-403.6 of this Charter or from other methods of disposition of park land shall be deposited in the accounts of the Department of Parks and Recreation.

BE IT FURTHER RESOLVED that in accordance with the Home Rule Cities Act (MCL 117.1, et. seq.), the question shall be captioned and stated on the ballot as follows:

CITY OF LANSING CHARTER AMENDMENT ELECTORATE APPROVAL OF BUDGET ACCOUNT DEPOSIT OF MONETARY PROCEEDS FROM SALE OR OTHER DISPOSITION OF PARK LAND

It is proposed that the Lansing City Charter be amended to require monetary proceeds from the sale or disposition of park land be deposited in City Parks and Recreation Department accounts by adding section 8-403.8 that will provide for the following:

8-403.8. Monetary consideration received from the sale of dedicated park land in accordance with Section 8-403.6 of this Charter or from other methods of disposition of park land shall be deposited in the accounts of the Department of Parks and Recreation.

Shall this amendment be adopted?

___ YES
___ NO

BE IT FURTHER RESOLVED that the Charter amendment would take effect on December 31, 2018.

BE IT FURTHER RESOLVED that the City Clerk is hereby directed and authorized to, in accordance with the Home Rule Cities Act (MCL 117.1, et. seq.), transmit a copy of this resolution and roll call vote on it, along with a copy of the proposed amendment to the Governor of the State of Michigan for approval and a copy to the Attorney General of the State of Michigan for approval as to the form in which the proposal shall be presented to electors.

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized to cause the above proposal to be placed on the ballot at the election to be held on November 6, 2018.

BE IT FURTHER RESOLVED that the ballot wording is hereby certified to the City Clerk for submission to the City's electors at the election to be held on November 6, 2018.

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to give notice of the election and notice of registration therefore in the manner prescribed by law and to do all things and to provide all supplies necessary to submit the ballot proposal to the vote of the electors as required by law.

BE IT FURTHER RESOLVED that in accordance with law, the City Clerk shall post the proposed Charter amendment in full at each polling place.

BE IT FINALLY RESOLVED that the canvass and determination of the votes of said question shall be made in accordance with the laws of the State of Michigan and the Charter of the City of Lansing.

Approved for the Council Agenda:

James D. Smiertka
City Attorney
May 3, 2018

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

WHEREAS, the Mayor made the reappointments to various Boards as stated below:

Board of Public Service:
Samara E. Morgan as an At-Large Member for a term to expire June 30, 2022; and

Board of Water & Light:
Beth Graham, as a Second Ward Member for a term to expire June 30, 2022;
David Price as an At-Large Member for a term to expire June 30, 2022, and

Saginaw Street Corridor Improvement Authority:
Claire Corr, as a Member for a term to expire June30, 2022; and

WHEREAS, the Mayor's office has verified that the nominees has been vetted and meet the qualifications as required by the City Charter; and

WHEREAS, the Committee of the Whole took affirmative action;

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the reappointments to various Boards as stated below:

Board of Public Service:
Samara E. Morgan as an At-Large Member for a term to expire June 30, 2022; and

Board of Water & Light:
Beth Graham, as a Second Ward Member for a term to expire June 30, 2022;
David Price as an At-Large Member for a term to expire June 30, 2022, and

Saginaw Street Corridor Improvement Authority:
Claire Corr, as a Member for a term to expire June30, 2022.

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

WHEREAS, the Mayor made the reappointments to various Boards as stated below:

Board of Review:
Tricia Spain as an At-Large Member for a term to expire June 30, 2021; and

Historic District Commission:
Curtis B. Sonnenberg as an At-Large Member for a term to expire June 30, 2021; and

Lansing Entertainment & Public Facilities Authority:
Charles Janssen as an At-Large Member for a term expiring June 30, 2021; and
Charles Mickens as an At-Large Member for a term expiring June 30, 2021; and

Park Board:
Richard Kibbey as a 2nd Ward Member for a term expiring June 30, 2022; and

Planning Board:
Katie Alexander (Johnson) as an At-Large member for a term to expire June 30, 2022; and

WHEREAS, the Mayor's office has verified that the nominees has been vetted and meets the qualifications as required by the City Charter; and

WHEREAS, the Committee of the Whole took affirmative action;

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the reappointments to various Boards as stated below:

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Lansing Entertainment & Public Facilities Authority:
Charles Janssen as an At-Large Member for a term expiring June 30, 2021.
Charles Mickens as an At-Large Member for a term expiring June 30, 2021.

Park Board:
Richard Kibbey as a 2nd Ward Member for a term expiring June 30, 2022.

Planning Board:
Katie Alexander (Johnson) as an At-Large member for a term to expire June 30, 2022.

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

Act-12-12, Red Cedar Park, Sale of Property

WHEREAS, a Comprehensive Development Agreement (CDA) between the City of Lansing and Ferguson/Continental Lansing, LLC was previously approved by City Council Resolution #2015-042, detailing the sale of property owned by the City, the Red Cedar Park, as legally described therein; and

WHEREAS, the Council Resolution #2015-042 also detailed the compliance with the steps necessary for the question to be properly before Council at that time, including:

- Approval of Resolutions # 2011-282 and 2012-192 authorizing ballot proposals regarding the sale of the Red Cedar Park, and describing the subject property therein, and
- Authorization by the electors of the City to market the property, and
- Unanimous approval by the Planning Board of the proposed sale, after reviewing the location character and extent of Act-12-12 proposal in accordance with Act 33 Review procedures, and
- Review and concurrence by the Committee of the Whole with the report and recommendations of the Planning Board; and

WHEREAS, after substantial renegotiation, the parties to the CDA approved in Council Resolution #2015-042 have reached a modified agreement that substantially changes the terms of the CDA, including the elimination of all bonding obligations by the City, a more definite statement of the project, and a reduction of the purchase price; and

WHEREAS, an Amended and Restated Real Estate Purchase and Development Agreement containing the modified agreement was placed on file with the City Clerk on February 27, 2018, has been on file for at least thirty days, and is presented for approval by City Council in compliance with the City Charter and Ordinance regarding disposition of property; and

WHEREAS, City Council held a public hearing for consideration of the Amended and Restated Real Estate Purchase and Development Agreement on July 9, 2018.

NOW, THEREFORE BE IT RESOLVED, that the Lansing City Council hereby approves the Amended and Restated Real Estate Purchase and Development Agreement for the Red Cedar Property, placed on file with the City Clerk on February 27, 2018.

BE IT FURTHER RESOLVED, that the Lansing City Council hereby authorizes the sale of approximately 35.57 acres of the former Red Cedar Park property to Continental/Ferguson Lansing, LLC, legally described as:

Situated in the City of Lansing, County of Ingham and State of Michigan:

Part of Lots 6, 15, 17, and Outlot "A", also vacated portion of Church Street, part of vacated Cooper Street, part of vacated Olin Avenue and vacated portion of Reniger Court (platted as Fredrick Street), Supervisor's Plat No. 1 as recorded in Liber 12 of Plats, Page 27, Ingham County Records; also part of the plat of Riverside as recorded in Liber 3 of Plats, Page 25, Ingham County Records; also part of the "Plat of the Subdivision of all that part of the Southeast quarter of Section 14 and all of that part of Section 23 lying North of the Cedar River" according to the True Copy of the Original recorded June 13th, 1856; also part of the Southwest 1/4 of Section 13 and part of the Southeast 1/4 of Section 14, T4N, R2W, City of Lansing, Ingham County, Michigan, all being more particularly described as follows; Commencing at the West 1/4 corner of Section 13 also being the East 1/4 corner of Section 14, T4N, R2W; thence S00°33'40"W, 119.50 feet along the West line of Section 13 and the East line of Section 14 to the South line of Michigan Avenue and the North line of Lot 19 of Supervisor's Plat No. 1; thence S89°49'55"W, 1.85 feet along the South line of Michigan Avenue to the Northwest corner of Supervisor's Plat No. 1 and the Point of Beginning of following described parcel; thence S00°44'26"W (platted as South), 540.51 feet along the West line of Supervisor's Plat No. 1 to the Southwest corner of Lot 23; thence S89°58'26"E (platted as N89°15'E), 182.60 feet along the South line of Lot 23 and its Easterly extension; thence N00°22'22"W, 100.00 feet along the West line of the East 1/2 of vacated Olin Avenue; thence S89°58'26"E, 998.91 feet along the North line of the South 100 feet of the East ½ of vacated Olin Avenue, the North line of the South 100 feet of Lot 17, the North line of the South 100 feet of vacated Cooper Street, the North line of the South 100 feet of Lot 15, the North line of the South 100 feet of vacated portion of Reniger Court (platted as Fredrick Street) and the North line of the South 100 feet of Lot 6 to the East line of Lot 6; thence S00°15'20"E, 50.00 feet along the East line of Lot 6; thence N89°49'17"E, 330.21 feet to the East line of Supervisor's Plat No. 1; thence S00°16'54"E (platted as S01°09'E), 690.78 feet to the Northerly floodway limit of the Red Cedar River; thence along said floodway limit, the following thirty (30) courses: 1) N46°10'15"W, 15.48 feet; 2) N56°47'13"W, 30.48 feet; 3) N55°43'09"W, 66.24 feet; 4) N65°03'09"W, 93.92 feet; 5) N64°01'30"W, 216.39 feet; 6) N70°25'57"W, 74.47 feet; 7) N61°25'31"W, 56.19 feet; 8) N60°47'42"W, 67.03 feet; 9) N57°32'05"W, 71.96 feet; 10) N65°20'26"W, 16.79 feet; 11) N57°44'47"W, 53.83 feet; 12) N73°17'40"W, 35.93 feet; 13) N86°48'53"W, 39.97 feet; 14) S86°37'02"W, 46.11 feet; 15) S84°50'08"W, 84.32 feet; 16) S82°06'51"W, 75.07 feet; 17) S86°19'27"W, 52.44 feet; 18) S88°21'50"W, 138.94 feet; 19) N77°32'06"W, 66.35 feet; 20) N78°22'00"W, 73.45 feet; 21) N83°02'49"W, 104.05 feet; 22) N80°18'41"W, 104.78 feet; 23) N81°25'50"W, 29.98 feet to the West line of Section 13; 24) continuing N81°25'50"W, 63.00 feet; 25) N84°40'04"W, 94.88 feet; 26) N84°12'26"W, 174.71 feet; 27) N86°42'58"W, 153.92 feet; 28) N87°08'16"W, 100.89 feet; 29) West, 119.66 feet; 30) S82°46'50"W, 89.82 feet; thence N53°29'47"W, 224.96 feet; thence S89°26'11"W, 305.00 feet to a point which as 24.75 feet East of the West line of the East 1/2 of the Southeast 1/4 of Section 14, according to the plat of Urbandale as recorded in Liber 4 of Plats, Page 49, Ingham County Records; thence N00°30'13"E, 608.40 feet parallel with said West line to the South right-of-way line of Michigan Avenue; thence S89°51'10"E, 1279.97 feet along the South right-of-way line of Michigan Avenue to the Point of Beginning. Contains 35.57 acres, more or less.

for the sum of Two Million Two Hundred Thousand and 00/100 Dollars ($2,200,000.00), with closing and associated costs as set forth in the Amended and Restated Real Estate Purchase and Development Agreement for the Red Cedar Property placed on file with the City Clerk on February 27, 2018.

BE IT FURTHER RESOLVED, that any net proceeds from the sale of the Property described herein will go towards the Capital Improvement Fund for the City of Lansing Parks and Recreation Department and will not be used within the Park Property as identified in the Amended and Restated Real Estate Purchase and Development Agreement at Section E.2. of the Recitals and legally described in Exhibit A-2 of the same.

BE IT FINALLY RESOLVED, that the Mayor, on behalf of the City, is hereby authorized to sign and execute all documents necessary to effectuate the aforementioned transactions, subject to their prior approval as to content and form by the City Attorney.

Andy Schor
Mayor

City Hall - 9th Floor
124 W. Michigan Avenue
Lansing, MI 48933-1694
PH: 517.483.4141 – FAX: 517.483.6066
Lansing.Mayor@lansingmi.gov

OFFICE OF THE MAYOR
CITY OF LANSING, MICHIGAN

To: City Council

From: Mayor Andy Schor

Re: First Amendment to Amended and Restated Red Cedar Development Agreement

Date: June 21, 2018

Attached for your consideration is the First Amendment to the Amended and Restated Red Cedar Development Agreement that was placed on file on February 27, 2018. I am very encouraged by the recent changes offered by the developer, and excited to present them to you.

Several of the changes in the Amendment were discussed at the Committee of the Whole meeting on June 4, 2018. You asked our City Attorney to draft a document containing those changes for formal consideration. The Amendment contains those changes. However, there is a new, major advancement from the City's perspective.

Through continued discussion, the Developer has agreed to take on all bonding obligations for the project. The City's proposed 10.7 million dollar bonding for the project, which was already a significant reduction from the 2014 agreement, has been completely removed. This eliminates the City's direct financial exposure, and simplifies the overall bonding structure of the project.

Also as requested, the Amendment clarifies the language in Section 5.9 dealing the Prevailing Wage and Local Labor components. You will see that Prevailing Wage is addressed first, and Local Labor now has its own paragraph that incorporates and clarifies how the Local Labor Agreement of June 4, 2018 fits within the overall Agreement.

The City Attorney also created a redline of the Agreement on file, showing the effects of the Amendment. This is not an official document to be signed, but it is attached so that the Amendment can be more clearly understood.

FIRST AMENDMENT TO THE AMENDED AND RESTATED REAL ESTATE PURCHASE AND DEVELOPMENT AGREEMENT THAT WAS PLACED ON FILE WITH THE CITY CLERK ON FEBRUARY 27, 2018

This is the First Amendment (the "Amendment") to the Amended and Restated Real Estate Purchase and Development Agreement (the "Agreement"), by and between the CITY OF LANSING, a Michigan municipal corporation (the "City"), and CONTINENTAL/FERGUSON LANSING, LLC, a Delaware limited liability company ("Developer"), which was placed on file with the City Clerk on February 27, 2018. The City and Developer are individually a "Party" and collectively the "Parties."

This First Amendment is being offered by Developer to the City for consideration by the City Council prior to any vote approving or rejecting the Agreement. Any vote by Council approving the Agreement shall also include the provisions of this Amendment and shall authorize the Mayor's signature on this Amendment as well as the Agreement.

NOW THEREFORE, in consideration of the promises hereinafter contained and other good and valuable consideration, the receipt of which is acknowledged, the Parties agree as follows:

AMENDMENTS TO THE AGREEMENT

1. In Section F of the Recitals, the word "Supplement" is removed and replaced with "Supplemental".
2. In Section 2.1:
    a. "within sixty (60) days following" is removed and replaced with "within thirty (30) days following";
    b. "September 30, 2018" is removed and replaced with "November 30, 2018".
3. In Section 2.4.2 (p), "By May 1, 2018" is removed and replaced with "By September 1, 2018".
4. In Section 5.1.1 (a), "130 guest rooms" is removed and replaced with "152 guest rooms".
5. In Section 5.1.1 (b), "120 guest rooms" is removed and replaced with "112 guest rooms".
6. In Section 5.1.1 (c), "(collectively the 'Commercial Space')" is removed and replaced with "(collectively, the 'Restaurants and In-Line Retail')".
7. The text of Section 5.1.1 (d) is removed entirely and replaced as follows:
    a. "Market-Rate housing with first floor retail (the 'Multifamily Housing') targeting professionals, shall be sited on the Purchase Property pursuant to this agreement and shall consist of not less than four (4) stories and not less than fifty (50) feet

above the grade of Michigan Avenue. The Multifamily Housing shall consist of not less than a total of two hundred (200) units."

8. After Section 5.1.1 (d), a new section, 5.1.1 (d1), is added, and reads as follows:
   a. "Active Senior Multifamily Housing (the 'Active Senior Multifamily Housing') targeting the 'empty nester' market, shall be sited on the Purchase Property pursuant to this Agreement and shall consist of not less than five (5) stories and not less than sixty (60) feet above the grade of Michigan Avenue. The Active Senior Multifamily Housing shall consist of not less than 98 units."

9. In Section 5.1.1 (e), "1,248 beds" is removed and replaced with "1,222 beds".

10. The text of Section 5.1.1 (h) is removed entirely and replaced as follows:
    a. "An assisted living, skilled nursing, and memory care facility (the "Senior Village") shall consist of not less than two (2) stories and not less than twenty-seven (27) feet above the grade of Michigan Avenue, along the Michigan Avenue frontage. The Senior Village shall consist of not less than 116 units."

11. In Section 5.7:
    a. "Commercial Space" is removed and replaced with "Restaurants and In-Line Retail".

12. The text of Section 5.9 is removed entirely and replaced as follows:
    a. "All work performed on the Purchase Property, Park Property, and Park Property Riverwalk that is funded by the Brownfield Plan and 381 Work Plan shall be compensated at prevailing wages (the 'Prevailing Wage Work'). In no event shall the City be responsible for the costs of the City or a third-party organization to monitor Prevailing Wage Work compliance on the Project. Developer shall require its general contractor/construction manager to comply with the monitoring procedures of such third-party monitor. Evidence of compliance with the Prevailing Wage Work shall be submitted along with disbursement requests, and disbursements from the Project fund will be conditioned upon such compliance. This requirement shall remain in effect through completion of the Prevailing Wage Work.

       Developer, through subcontractors hired by its general contractor/construction manager, intends to use as much available and qualified Local Labor as possible in accordance with the Local Labor Agreement to complete the Project. 'Local Labor' as used is this section shall have the same meaning as it is defined in the Local Labor Agreement, entered into by the Parties on June 4, 2018, and appended to this Agreement as Exhibit E (the 'Local Labor Agreement'). Notwithstanding anything in the Local Labor Agreement to the contrary, nothing in the Local Labor Agreement shall be interpreted to require Developer to withhold, pay or be responsible for City Income Tax for or on behalf of the general contractor/construction manager or subcontractors working on the Project. Developer's general contractor/construction manager shall require any subcontractor hired to contractually agree to comply with any City Income Tax reporting requirements. In the event of a conflict between this Section 5.9 and the Local Labor Agreement, this Section 5.9 shall control."

13. In Section 7.3.1 (a):
    a. "General Obligation Bonds" is removed and replaced with "Tax Exempt Revenue Bonds";
    b. "(the 'GO Bonds')" is removed and replaced with "(the 'TE Bonds')";
    c. "(the 'GO Bonds Proceeds')" is removed and replaced with "(the TE Bonds Proceeds')";
    d. "which such GO Bonds are to be backed by the full faith and credit of the City" is removed and replaced with "which such TE Bonds are to be backed by the full faith and credit of the Developer and for which the City shall have no obligations with respect to repayment thereof"

14. The text of Section 7.3.5 (d) is removed entirely and replaced as follows:
    a. "TE Bonds, and/or the City in the event it has advanced or paid any costs for the TE Bonds, shall be paid an amount equal to the annual debt service; then,"

15. The text of Section 7.3.5 (e) is removed entirely, and replaced with "This section is intentionally left blank."

16. The text of Section 7.3.5 (f) is removed entirely, and replaced with "This section is intentionally left blank."

17. In Section 7.3.5 (h):
    a. "including amounts remaining in the Retained Obligation fund" is removed entirely;
    b. The semi-colon after "7.3.5 (b)" is removed and replaced with a comma;
    c. Both instances of "the GO Bonds" are removed and replaced with "the TE Bonds".

18. The text of Section 7.3.5 (i) is removed entirely, and replaced with "This section is intentionally left blank."

19. In Section 7.3.5, in the last paragraph, which comes after 7.3.5 (i), ", after consideration of any funds in the Retained Obligation Account," is removed entirely.

20. In Article 9, in the final sentence, "until the City's Go Bond proceeds" is removed and replaced with "until the TE Bond obligations".

21. Any other references in the Agreement to "General Obligation Bond" or "GO Bond" are removed and replaced with "Tax Exempt Revenue Bond" or "TE Bond" respectively.

22. In Section 12.3, the final word, "Counsel" is removed and replaced with "Council".

23. In Section 12.19, "this Section 11.19" is removed and replaced with "this Section 12.19".

24. At the end of the Agreement, the Exhibits are modified as follows:
    a. Exhibit C-1 is replaced with Revised Exhibit C-1, dated June 1, 2018, as attached to this Amendment;
    b. Exhibit C-2 is replaced with Revised Exhibit C-2, dated June 20, 2018, as attached to this Amendment;
    c. Exhibit D is replaced with Revised Exhibit D, dated June 4, 2018, as attached to this Amendment;
    d. Exhibit E, the Local Labor Agreement of June 4, 2018, is added, as attached to this Amendment.

[REMAINDER OF THIS PAGE INTENTIONALLY BLANK]

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Developer has executed this First Amendment to the Amended and Restated Real Estate Purchase and Development Agreement, as of the date signed.

CONTINENTAL/FERGUSON LANSING, LLC:
By: Continental Red Cedar, LLC
Its: Member and Manager

By: Franklin E. Kass
Its: Manager

STATE OF OHIO)
)ss
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this 20th day of June, 2018 by Franklin E. Kass, as Manager of Continental Red Cedar, LLC, as Member and Manager of Continental/Ferguson Lansing, LLC, by him to be his free act and voluntary deed.

MARGARET A. MCCANDLESS
Notary Public, State of Ohio
My Commission Expires 04-17-20

Margaret A. McCandless
______________, Notary Public
Franklin County, Ohio
My commission expires: 04-17-20

CONTINENTAL/FERGUSON LANSING, LLC
By: Red Cedar Investor, LLC
Its: Member

By: Joel I. Ferguson
Its: Member

STATE OF MICHIGAN)
)ss
COUNTY OF INGHAM)

The foregoing instrument was acknowledged before me this 26th day of June, 2018 by Joel I. Ferguson, as Member of Red Cedar Investor, LLC as Member of Ferguson/Continental Lansing, LLC, by him to be his free act and voluntary deed.

Beverly J. Rowell
Beverly J. Rowell, Notary Public
Ingham County, Michigan

BEVERLY J. ROWELL
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF CLINTON
My Commission Expires July 27, 2019
Acting in the County of Ingham

My commission expires: July 27, 2019

IN WITNESS WHEREOF, the City has executed this First Amendment to the Amended and Restated Real Estate Purchase and Development Agreement, as of the date signed.

CITY OF LANSING:

____
By: Andy Schor
Its: Mayor

STATE OF MICHIGAN)
)ss
COUNTY OF INGHAM)

The foregoing instrument was acknowledged before me this ____ day of ______, 2018 by Andy Schor, as Mayor of the City of Lansing, by him to be his free act and voluntary deed.

____
______________________, Notary Public
________________ County, ____________
My commission expires: _______________

I hereby certify that funds are not required for this transaction:

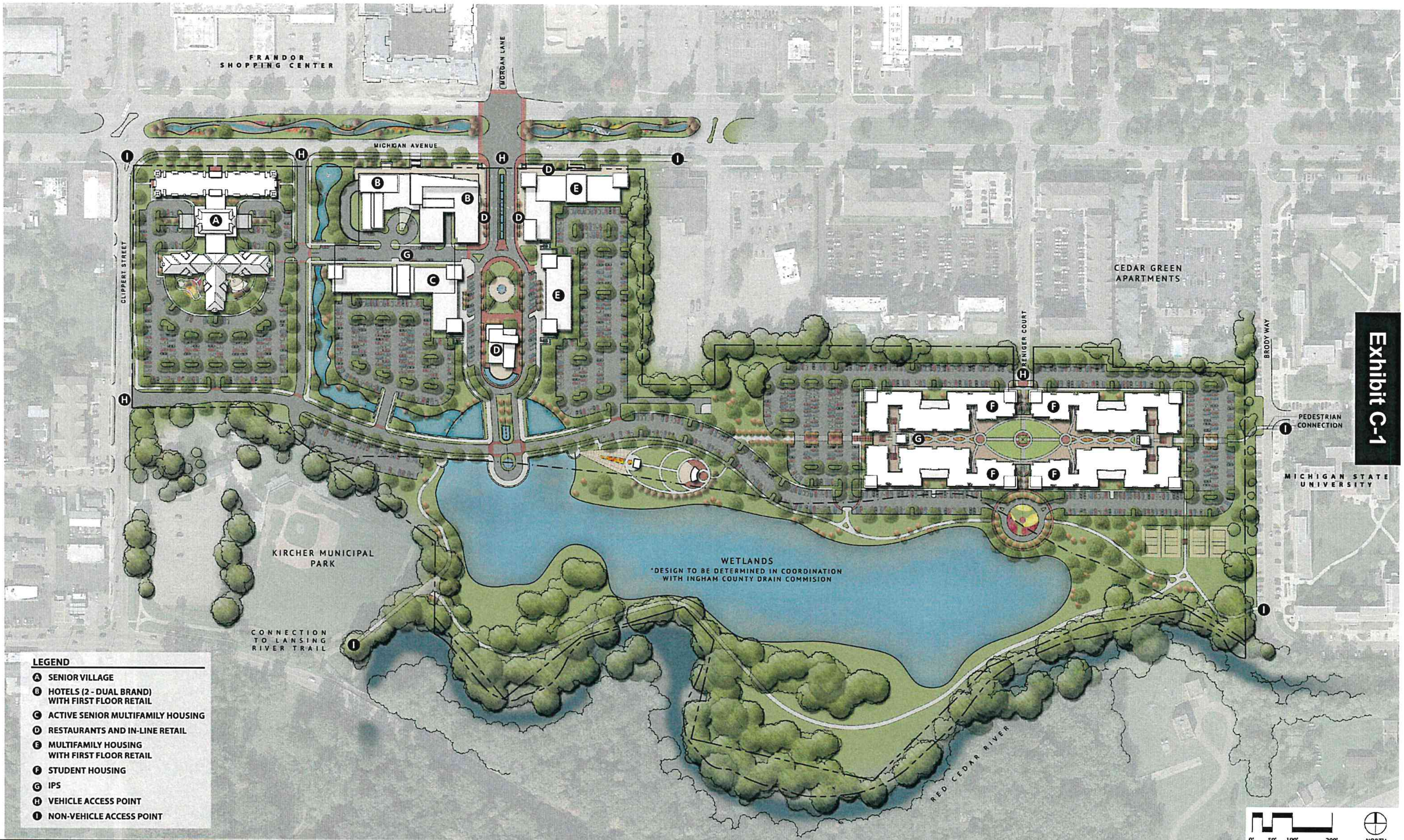
____
Finance Director/Controller

Approved as to form only:

____
City Attorney, James Smiertka

REVISED EXHIBITS C-1 AND C-2

MINIMUM PROJECT REQUIREMENTS



RED CEDAR DEVELOPMENT

CONCEPTUAL MASTER PLAN

LANSING, MI
June 1, 2018

EDGE PLANNING LANDSCAPE ARCHITECTURE URBAN DESIGN

Exhibit C-2: Red Cedar Development - Lansing, Michigan

as of June 20, 2018 (per June 1, 2018 Red Cedar Development "Conceptual Master Plan")

Master Developer: Continental/Ferguson Lansing, LLC

Construction Type	Construction Description	Investor
Vertical Construction (All Structures will be built upon Three Integrated Parking Structures)	**Structure and Exterior Materials**	**Ownership/Building Developer**
Full Service Hotel (80 feet above Michigan Ave., 5-stories on IPS 1 - 152 Keys, Restaurant and Ballrooms)	Structure - steel frame and concrete with engineered metal stud. Exterior - EIFS, masonry and decorative metal exterior finishes with aluminum and glass window systems.	Concord Hospitality Enterprise Company/Continental Real Estate Companies and Continental/Ferguson Lansing, LLC
Select Service Hotel (80 feet above Michigan Ave., 5-stories on IPS 1 - 112 Keys)	Structure - steel frame and concrete with engineered metal stud. Exterior - EIFS, masonry and decorative metal exterior finishes with aluminum and glass window systems.	Concord Hospitality Enterprise Company/Continental Real Estate Companies and Continental/Ferguson Lansing, LLC
Restaurants and In-Line Retail (40,000 SF)	Structure - steel frame and concrete with light gauge metal stud. Exterior - EIFS, masonry and and decorative metal exterior finishes with aluminum and glass storefront and windows.	Continental/Ferguson Lansing, LLC
Multifamily Housing with First Floor Retail (50 feet above Michigan Ave., 4-stories - 200 Marketrate Units)	Structure - steel and light gauge metal stud; wood stud with engineered wood floor/roof structure. Exterior - EIFS, masonry and decorative metal exterior finishes with aluminum and glass window systems.	Continental/Ferguson Lansing, LLC
Active Senior Multifamily Housing (60 feet above Michigan Ave., 5-stories on IPS 1 - 98 Marketrate Units)	Structure - steel and light gauge metal stud; wood stud with engineered wood floor/roof structure. Exterior - EIFS, masonry and decorative metal exterior finishes with aluminum and glass window systems.	Continental/Ferguson Lansing, LLC
Student Housing (50 feet above Michigan Ave., 4-stories on IPS 2 - 1,222 Beds)	Structure - steel and wood stud with engineered wood floor/roof structure. Exterior - EIFS, masonry and decorative metal exterior finishes with aluminum clad and glass window systems.	Hallmark Communities/Continental Real Estate Companies and Continental/Ferguson Lansing, LLC
Senior Village - Assisted Living / Memory Care Facility (27 to 50 feet above and facing Michigan Ave., 2 to 4-stories above-grade along Michigan Ave. - 116 Units)	Structure - steel frame and concrete with engineered metal stud. Exterior - combination of masonry and fiber cement siding.	Continental Senior Housing
On-site and Off-Site Improvements (Includes Integrated Parking Structures)		
Publicly Funded Improvements	Public infrastructure in public rights-of-way and easements.	City of Lansing-GO Bond Backed by Continental/Ferguson Lansing, LLC
Privately Funded Improvements	Public and private infrastructure, environmental remediation, asbestos abatement, demolition and site preparation.	Continental/Ferguson Lansing, LLC-Rev Bond and Private Lender Financing
Lansing Board Water & Light Improvements	Public infrastructure in public rights-of-way and easements.	Lansing Board Water & Light

REVISED EXHIBIT D

PROJECT SCHEDULE

Exhibit D: Project Schedule
Red Cedar Redevelopment - Lansing, Michigan
Preliminary as of June 4, 2018

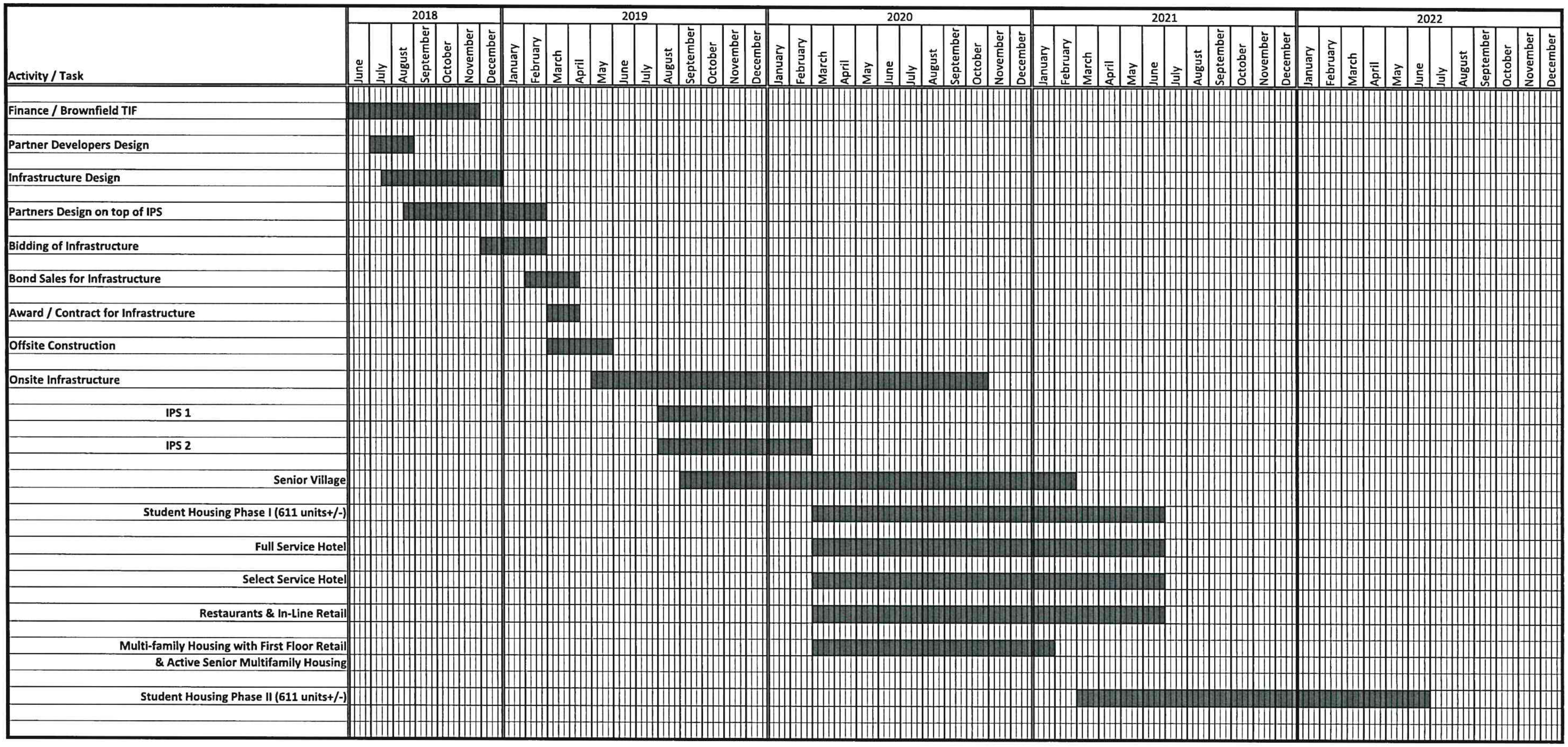


EXHIBIT E

LOCAL LABOR AGREEMENT OF JUNE 4, 2018

Red Cedar Renaissance – Local Labor Agreement

This LOCAL LABOR AGREEMENT (this "Agreement") is made and entered into as of the 4th day of June, 2018 by and between the CITY OF LANSING, a Michigan municipal corporation (the "City") and CONTINENTAL/FERGUSON LANSING, LLC, a Delaware limited liability company (the "Developer").

The Developer agrees and commits to the City that it will include in the Incentive application materials a written plan or report that specifies the Developer's specific strategy to hire as much Local Labor as possible to complete the Project.

> "*Local Labor*" means employees whose permanent home address is within the City's boundaries.

Developer agrees that prior to hiring non-Local Labor for any portion of the Project, Developer must provide the City Treasurer a detailed, written documentation of why this is action is necessary. Such explanation should be provided as a part of the Application.

Developer agrees that all employees, contractors and sub-contractors related to this Project will pay all City individual income taxes.

Developer agrees that all contractors and sub-contractors will report annually to the City Treasurer all gross individual income taxes paid and current residential addresses of all employees.

Developer (if applicable) agrees to post all bid solicitations or request for bids ("Bid Solicitations") by the Developer or their agents for a minimum of 15 days ("Posting Period") on the Builders Exchange of Lansing and Central Michigan ("Builders Exchange") and to document this. The Bid Solicitations must be available to all Builders Exchange Users. Within 30 days of the end of the due dates for bids as specified in the Bid Solicitations, the Developer must provide the City Treasurer with a list of the business names and addresses of the bidders ("Bidders") who submitted bids ("Bidders List"). Within 45 days of Commencement of Construction, the Developer must provide to the City Treasurer, a list of all Bidders selected to enter into an agreement to perform all or part of the work solicited in the Bid Solicitation ("Selected Bidders List"). The Selected Bidders List must include the following information as shown on the Developers or their agents' income tax return.

1. Business Name
2. Address (number, street, and apt. or suite no.)
3. City, state, and ZIP code
4. Employer ID Number (EIN)
5. Phone Number
6. Primary Contact Person (Authorized Representative)
7. Corresponding Builders Exchange Bid Solicitation Number

The Developer will be not be required to participate in the above Bidding Process, if doing so would result in the violation of federal rules concerning homeland security or the disclosure of classified information.

CONTINENTAL/FERGUSON LANSING, LLC:

By: Franklin E. Kass, on behalf of Continental/Ferguson, LLC
Its: Member

CONTINENTAL/FERGUSON LANSING, LLC:

By: Joel I. Ferguson, on behalf of Continental/Ferguson, LLC
Its: Member

CITY OF LANSING:

By: Andy Schor
Its: Mayor

AMENDED AND RESTATED REAL ESTATE PURCHASE AND DEVELOPMENT AGREEMENT

THIS AMENDED AND RESTATED REAL ESTATE PURCHASE AND DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of the ___ day of _________, 2018, by and between the CITY OF LANSING, a Michigan municipal corporation (the "City") and CONTINENTAL/FERGUSON LANSING, LLC, a Delaware limited liability company ("Developer"). The City and Developer are individually each a "Party" and collectively the "Parties."

RECITALS

A. The City, Developer, the Lansing Economic Development Corporation ("LEDC"), the Lansing Brownfield Redevelopment Authority ("LBRA"), Joel Ferguson ("Ferguson"), and Frank Kass ("Kass") entered into that certain Real Estate Purchase and Development Agreement dated November 6, 2014 (the "November 2014 Agreement").

B. The City is a municipal corporation organized and existing under and pursuant to the Michigan Home Rule Cities Act, 1909 PA 279, as amended (M.C.L. §§ 117.1 *et seq.*), and exercising all of the powers provided for therein and pursuant to Lansing City Charter, approved August 8, 1978, and as subsequently amended.

C. Developer is a Delaware limited liability company authorized to do business in Michigan.

D. By entering into this Agreement, the City and Developer desire to amend and restate the terms of the November 2014 Agreement and, in so doing, remove LEDC, LBRA, Ferguson, and Kass as parties to the Agreement.

E. The City owns the following parcels of real property:

1. The approximately 35.57- acre parcel described on Exhibit A-1 [1]attached hereto and made a part hereof (the "Purchase Property"), which consists of the following:
    a. The approximately 30.77-acre parcel described on Exhibit A-1-A attached hereto and made a part hereof (the "Red Cedar Property");
    b. The approximately 1.52-acre parcel described on Exhibit A-1-B attached hereto and made a part hereof (the "Supplemental Parcel");
    c.The approximately 3.28-acre parcel described on Exhibit A-1-C attached hereto and made a part hereof (the "Corner Parcel"); and
2. The approximately 19.90 acre parcel described on Exhibit A-2 attached hereto and made a part hereof (the "Park Property").

F. The voters of the City, by ballot proposals on November 8, 2011, and November 6, 2012, authorized the City to sell the Red Cedar Property and the ~~Supplement~~ Supplemental Parcel.

G. Developer desires to purchase the Red Cedar Property, Supplemental Parcel, and Corner Parcel (collectively, the "Purchase Property") from the City.

H. The City desires that Developer purchase and develop the Purchase Property as a mixed-use project, including an infrastructure of roads and utilities, and construct certain improvements on the Park Property, as provided herein (the "Project").

I. On November 25, 2015, the City and Developer entered into a Real Estate Purchase Agreement (the "Sparrow Health Purchase Agreement") to sell the Corner Parcel and Supplemental Parcel to Edward R. Sparrow Hospital Association ("Sparrow Health"). The Sparrow Health Purchase Agreement, as amended, has expired and is of no further force or effect.

J. The Red Cedar Property and the Park Property are located in a floodplain and floodway and may be the subject of environmental contamination (collectively, the "Preexisting Conditions"). Because these Preexisting Conditions may inhibit and directly affect development of the Red Cedar Property and the construction of certain improvements on the Park Property, certain infrastructure improvements and remediation at additional costs will be required to address the Preexisting Conditions, as set forth in this Agreement.

K. The Purchase Property is located within the Montgomery Drainage District, which is a drainage district within the meaning M.C.L. § 280.5. The City has requested the Ingham County Drain Commissioner undertake a proposed drain project on the Montgomery Drain of the Montgomery Drainage District, and it is the expectation of the parties that any and all action taken in relation to such proposed drain project will be consistent with the Drain Code of 1956, M.C.L. §§ 280.1, *et. seq.*

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the Parties agree as follows:

ARTICLE 1
SALE AND PURCHASE TERMS

1.1 SALE. Subject to the City's governing body approving this Agreement, the City agrees to sell to the Developer, and the Developer agrees to purchase from the City, the Purchase Property subject to the terms and conditions set forth herein.

1.2 PURCHASE PRICE. Developer shall pay to the City for the Purchase Property the stipulated purchase price of Two Million Two Hundred Thousand and 00/100 Dollars ($2,200,000.00) (the "Purchase Price"), which amount shall be paid at the Closing in full by wire transfer or cashier's check of immediately available funds.

1.3 DUE DILIGENCE

1.3.1 TITLE.

(a) Developer acknowledges that it has had the opportunity to review a title commitment prepared by Fidelity National Title Insurance Company (the "Title Company") for the Red Cedar Property and Supplemental Parcel identified as Commitment No. 16-110260 (the "Commitment") and hereby accepts title to the Red Cedar Property and Supplemental Parcel subject to the matters of record, exceptions and restrictions identified therein. Subject to the removal of the right of reverter and the release of State of Michigan's subsurface rights to the Corner Parcel, Developer shall accept title to the Corner Parcel in the condition that exists as of this date. In the event the City is unable or unwilling to obtain the release of the State of Michigan subsurface rights on or before May 1, 2018, Developer agrees to accept the Corner Parcel at closing subject to said reservation.

(b) The Title Company, and the Title Policy will be issued with standard exceptions (except for any survey exception that Developer removes by providing a survey to the Title Company).

1.3.2 ACCESS. At all times prior to the Closing during the term of this Agreement, upon not less than two (2) business days prior notice to the City, Developer, its agents and representatives, shall be entitled to inspect, examine, review, consider and investigate the Purchase Property and Park Property and all matters relating thereto. If, as a result of Developer's exercise of its rights under this Section 1.3.2, any damage or physical change occurs to the Purchase Property, Park Property, or adjoining lands, then Developer shall promptly repair such damage or return such property to its original condition, at Developer's sole cost and expense, so as to return any property so damaged to substantially the same condition as existed prior to such damage or physical change and such obligation shall survive the termination or expiration of this Agreement. Developer shall furnish evidence of liability insurance of Developer and Developer's contractors in amounts reasonably acceptable to the City prior to entry on the Purchase Property or Park Property.

1.4 CONDITION OF PROPERTY. Except as expressly set forth in this Agreement and those required to be given under the deed, it is understood and agreed that City is not making and has not at any time made any warranties or representations of any kind or character, expressed or implied, with respect to the Purchase Property and such investigations of the Park Property, for work performed by Developer on the Park Property, including, but not limited to, any warranties or representations as to habitability, merchantability, fitness for a particular purpose, title, zoning, tax consequences, soil conditions, subsurface conditions, latent or patent physical or environmental conditions, conditions for flooding, utilities, operating history, valuation, governmental approvals, the compliance of the property with governmental laws, the truth, accuracy or completeness of the property documents, or any other matter or thing regarding the Purchase Property or Park Property. Developer acknowledges and agrees that upon closing City shall sell and convey to Developer and Developer shall accept the Purchase Property "as is, where is, with all faults", except to the extent expressly provided otherwise in this Agreement. Developer has not relied and will not rely on, and City is not liable for or bound by, any expressed or implied warranties, guaranties, statements, representations or information pertaining to the property or relating thereto made or furnished by City or any agent representing or purporting to represent City, to whomever made or given, directly or indirectly, orally or in writing, unless specifically set forth in this Agreement. Developer represents to City that Developer has conducted, or will conduct prior to closing, such investigations of the Purchase Property and Park Property, including but not limited to, the physical and environmental conditions thereof, as Developer deems necessary to satisfy itself as to the condition of the property and the existence or nonexistence or curative action to be taken with respect to any hazardous or toxic substances on or discharged from either property, and will rely solely upon same and not upon any information provided by or on behalf of City or its agents or employees with respect thereto, other than such representations, warranties and covenants of City as are expressly set forth in this Agreement in Article 4. Upon closing, Developer shall be deemed to have waived, relinquished and released City from and against any and all claims, demands, causes of action, in law or in equity (including but not limited to causes of action in tort and contract), losses, damages, liabilities, costs and expenses (including attorneys' fees and court costs) of any and every kind or character, known or unknown, which Developer might have asserted or alleged against City at any time by reason of physical conditions or violations of any applicable laws (including, without limitation, any environmental laws) relating to the Purchase Property or for work performed by Developer on the Park Property.

ARTICLE 2

CLOSING

2.1 TIME AND PLACE FOR CLOSING. The closing on the conveyance of the Purchase Property to Developer contemplated herein shall occur within ~~sixty (60)~~thirty (30) days following the satisfaction (or waiver) of all conditions precedent set forth in Section 2.4.1 and 2.4.2 (Closing). If all conditions identified in Section 2.4.1 and 2.4.2 hereof are not met or waived by ~~September~~ November 30, 2018, this Agreement shall be deemed terminated and without any further force or effect (except for those obligations that are specifically stated in this Agreement to survive its termination), without any action required by either party. The Closing shall occur at a mutually agreeable time and date at the office of the Title Company or such other location as mutually agreed upon by the City and the Developer.

2.2 CLOSING DELIVERABLES.

2.2.1 CITY CLOSING DELIVERABLES. The City shall deliver to the Title Company, on or before the date of Closing, the following documents (collectively, the "City Closing Deliverables"):

(a) A quit claim deed (the "**Quit Claim Deed**");

(b) A certificate made by the City stating that the representations and warranties set forth in Article 4 are true and correct as of the date of Closing;

(c) Duplicate counterparts to a closing statement identifying the closing costs;

(d) Duplicate counterparts to the Parks Agreement identified in Section 5.8; and

(e) All documents reasonably required by the Title Company to issue the Title Policy.

2.2.2 DEVELOPER CLOSING DELIVERABLES. The Developer shall deliver to the Title Company, on or before the date of Closing, the following monies and documents (collectively, the "Developer Closing Deliverables"):

(a) The Purchase Price, plus all closing costs pursuant to the terms of this Agreement, including but not limited to the City's legal fees;

(b) A certificate made by the Developer stating that the representations and warranties set forth in Article 3 are true and correct as of the date of Closing;

(c) Proof of Developer's authority and authorization to enter into this Agreement and perform Developer's obligations under this Agreement as may be reasonably required by the Title Company;

(d) Duplicate counterparts to a closing statement identifying the closing costs;

(e) Duplicate counterparts to the Parks Agreement; and

(f) All documents reasonably required by the title Company in order to issue the Title Policy.

2.3 CLOSING COSTS.

2.3.1 TAXES AND SPECIAL ASSESSMENTS. The Purchase Property will be exempt from taxation at the time of Closing. The Developer understands that the Purchase Property shall be placed on the appropriate tax rolls on the 31^{st} day of December immediately following the sale of the Purchase Property. The Developer shall be responsible for the payment of all taxes, special assessments, and other fees which occur subsequent to the date of Closing, as well as any assessments allocated to the Purchase Property as a result of the Montgomery Drain District, regardless of the date of imposition of such assessments.

2.3.2 TITLE INSURANCE. The Developer shall pay the premium for the Title Policy, any Lender's Policy of Title Insurance, and the cost of any endorsements to either.

2.3.3 RECORDING FEES. Developer shall pay all costs associated with recording the Quit Claim Deed.

2.3.4 ESCROW FEES AND OTHER CLOSING COSTS. Developer shall be responsible for 100% of any and all escrow fees or other closings costs charged by the Title Company.

2.3.5 SURVEYS. Developer shall pay the cost of any surveys or drawings which it obtains or which may be reasonably requested by the City for the purpose of obtaining approvals related to the Project.

2.4 CONDITIONS PRECEDENT TO CLOSING.

2.4.1 Developer's obligation to Close is and shall be conditioned on the following conditions being satisfied or waived by the Developer by the applicable deadline (collectively, the "Developer Conditions Precedent"):

(a) Developer shall have obtained a joint permit from the MDEQ and the U.S. Army Corps of Engineers and necessary permits from the Ingham County Drain Commissioner for the Drainage Improvements (as defined in Section 2.4.2(n));

(b) the City shall have approved the Conceptual Drawings of the building(s) to be located on the Purchase Property;

(c) The City through its Planning and Neighborhood Development Department Site Plan Review Process shall have approved Site Plan for the Purchase Property; provided, however, that nothing herein contained constitutes a representation nor warranty that such Site Plan will be approved pursuant to the City Planning and Neighborhood Development Department Site Plan Review Process;

(d) The City shall have reviewed and approved the Park Property Riverwalk Plan and the City Lansing Park Board shall have reviewed and provided comments thereto;

(e) The City through its Planning and Neighborhood Development Department Site Plan Review Process shall have approved Site Plans for the Park Property Riverwalk; provided, however, that nothing herein contained constitutes a representation nor warranty that the Park Property Riverwalk Site Plans will be approved pursuant to the City Planning and Neighborhood Development Department Site Plan Review Process;

(f) In connection with the terms for funding the Project as set forth in Article 7, the City and LBRA shall have further approved the Brownfield Plan and Act 381 Work Plan, to be closed at a time mutually agreed upon between the City and Developer; provided, however, that nothing herein contained constitutes a representation or warranty that the Brownfield Plan or Act 381 Work Plan will be approved by the governing bodies of the City and/or LBRA;

(g) The Brownfield Plan and the Act 381 Work Plan shall have received all other necessary state and local approvals;

(h) The City shall have delivered to the Title Company the City Closing Deliverables.

(i) The City shall be in compliance with all of its obligations under this Agreement;

(j) The City of East Lansing shall have adopted a resolution or resolutions vacating the public right-of-way and properly filed the same pursuant to M.C.L. 560.257 with respect to those portions of Reniger Court and Church Street presently within the City of East Lansing limits and within the Purchase Property;

(k) The City shall have adopted a resolution vacating the public right-of-way and properly filed same pursuant to M.C.L. 560.257 with respect to the portion of Church Street within the area of the Purchase Property and within the limits of the City.

2.4.2 The City's obligation to Close on the Purchase Property is and shall be conditioned on the following conditions being satisfied or waived by the City by the applicable deadline (collectively, the "City Conditions Precedent"):

(a) The City shall have approved the Conceptual Drawings of the building(s) to be located on Purchase Property;

(b) The City through its Planning and Neighborhood Development Department Site Plan Review Process shall have approved Site Plans for the Purchase Property provided, however, that nothing herein contained constitutes a representation nor warranty that such site plans will be approved pursuant to the City Planning and Neighborhood Development Department Site Plan Review Process;

(c) The City shall have reviewed and approved the Park Property Riverwalk Plans and Specifications and the City Lansing Park Board shall have reviewed and provided comments thereto;

(d) The City through its Planning and Neighborhood Development Department Site Plan Review Process shall have approved site plans for the Park Property Riverwalk; provided, however, that nothing herein contained constitutes a representation nor warranty that the Park Property Riverwalk site plans will be approved pursuant to the City Planning and Neighborhood Development Department Site Plan Review Process;

(e) The City's approval of the Developer's Project Schedule, which shall contain at least all the project requirements set forth in Sections 5.1.1, 5.1.2, 5.1.3, and herein, and shall contain affirmative representation from the Developer that there is no known information, up to and at Closing, such that Completion of Constructions will not be completed within the timeframes set forth ("Project Schedule").

(f) Each of the representations and warranties made by Developer in Article 3 of this Agreement and elsewhere in this Agreement shall be true and correct as of the date of Closing;

(g) Developer shall have delivered to the Title Company the Developer Closing Deliverables;

(h) Developer shall be in compliance with all of its obligations under this Agreement and any other agreement required herein, and Developer, its principals, and any entities controlled by any of Developer's principals or whose obligations are guaranteed by Developer's principals shall be in compliance with all of their obligations under any other agreement with the City.

(i) In connection with the terms for funding the Project as set forth in Article 7, the City and LBRA shall have satisfied themselves that the Project will generate sufficiently capture of taxes in an amount necessary to: (i) timely make all payments required under the terms of the LBRA Bonds (as defined below) and this Agreement; (ii) enable the Developer to make all payments required pursuant to the terms of the Additional Funding (as defined below); and (iii) to distribute the tax capture in accordance with the allocations and for the purposes more particularly set forth in Article 7;

(j) In connection with the terms for funding the Project as set forth in Article 7, Developer shall have obtained the funding to pay for the Additional Funding (as defined below) in accordance with the Brownfield Plan, and provided evidence of same satisfactory to the City in its reasonable discretion, which evidence may include the depositing of the proceeds of such Additional Funding into a controlled account; and

(k) In connection with the terms for funding the Project as set forth in Article 7, the City and LBRA shall have further approved the Brownfield Plan and Act 381 Work Plan, to be closed at a time mutually agreed upon between the City and Developer; provided, however, that nothing herein contained constitutes a representation or warranty that the Brownfield Plan or Act 381 Work Plan will be approved by the governing bodies of the City and/or LBRA;

(l) The City shall have approved all documentation related to the issuance of the LBRA Bonds (as defined in Section 7.3); provided, however, that nothing herein contained constitutes a representation nor warranty that the documents related to the issuance of the LBRA Bonds will be approved by the City;

(m) The Brownfield Plan and the Act 381 Work Plan shall have received all other necessary state and local approvals;

(n) The Ingham County Drain Commissioner shall have substantially completed the Montgomery Drain District drainage design documents for the proposed Montgomery Drain District improvements (the "Drainage Improvements");

(o) Developer and City shall have agreed upon a mutually agreeable Parks Agreement as provided in Section 5.8;

(p) By ~~May~~ September 1, 2018, Developer shall have procured and provided to the City an economic impact study prepared by Public Sector Consultants, Inc. or other such entity designated by the City.

2.4.3 In the event that any of the conditions precedent contained in Sections 2.4.1 and 2.4.2 have not been met, extinguished, waived in writing, or extended in writing, by mutual agreement, this Agreement shall be terminated upon written notice of either party to the other and this Agreement will be null and void except for obligations that are provided to expressly survive the termination or expiration of this Agreement.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF DEVELOPER

As a material inducement for execution of this Agreement by the City, Developer represents and warrants to the City as follows, as of the date hereof and as of the date of Closing:

3.1 ORGANIZATION. The Developer is duly organized under the laws of the State of Delaware and is authorized to do business in the State of Michigan.

3.2 AUTHORITY. The Developer has (i) all power and authority to enter into this Agreement and perform its covenants and obligations as set forth hereunder and (ii) entered into no agreement that would limit or restrict its right to enter into this Agreement and fulfill its obligations hereunder.

3.3 NO LITIGATION. The Developer has not received any notice of, nor is it aware of, any pending demand, cause of action, suit, administrative, civil or criminal proceeding asserted by or against Developer that would materially and adversely impair its ability to perform its covenants and obligations under this Agreement other than Christopher Jerome, et al. v. Joel Ferguson, et al., Case 1:16-cv-01116 filed in the United States District Court Western District of Michigan.

3.4 OTHER AGREEMENTS. Developer is not a party to any agreement or instrument materially and adversely affecting its present or proposed business, properties or assets, operation or condition, financial or otherwise, or relating to Montgomery drain design, assessments, reconstruction, improvements or maintenance, not disclosed to the City in writing; and Developer is not in default in the performance, observance, or fulfillment of any of the material obligations, covenants, or conditions set forth in any agreement or instrument to which it is a party.

3.5 OTHER INFORMATION. All other written information, reports, papers, and data given to the City by Developer with respect to it are accurate and correct in all material respects and substantially complete insofar as completeness may be necessary to give the City a true and accurate knowledge of the subject matter, and all projections of future results are, in Developer's opinion, reasonable.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF THE CITY

Subject to the Lansing City Council approval of this Agreement, the City (i) has the authority to enter into this Agreement and perform its covenants and obligations as set forth hereunder and (ii) has entered into no agreement that would limit or restrict the City's right to enter into this Agreement and fulfill its obligations hereunder.

ARTICLE 5

DEVELOPMENT OBLIGATIONS

5.1 DEVELOPMENT OF PROJECT. Developer shall develop the Project according to the terms and conditions of this Agreement, including the following:

5.1.1 MINIMUM PROJECT REQUIREMENTS. The Project shall, at a minimum, feature the following uses and design elements as set forth in Exhibits C-1 and C-2:

(a) A full-service hotel located on Michigan Avenue ("Full Service Hotel") of not less than five (5) stories and not less than eighty (80) feet above the grade of Michigan Avenue to contain: (i) not less than ~~130~~ 152 guest rooms; (ii) meeting facilities; and (iii) at least one commercial space for a restaurant use that is connected to or otherwise residing within the same structure as the foregoing uses comprising the Full-Service Hotel;

(b) A second and separate structure, a Select Service Hotel structure of not less than five (5) stories and not less than 80 feet above the grade of Michigan Avenue to contain not less than ~~120~~ 112 rooms ("Select Service Hotel");

(c) Commercial spaces for full-service restaurants, plus other general commercial and retail space (collectively, the ~~"Commercial Space"~~"Restaurants and In-Line Retail"), not less than 40,000 square feet in the aggregate, which shall, at a minimum, be specifically located within buildings as specified by Section 5.1.3 and attached Exhibit C-1; and

(d) Market-rate housing with first floor retail (the "Multifamily Housing") targeting professionals~~ and "empty nester" markets (the "Market Rate Non-Student Housing")~~, ~~which~~ shall be sited ~~or~~ on the Purchase Property pursuant to this Agreement and ~~consisting of not less than fifty-five (55) one-bedroom units and 115 two-bedroom units as depicted in Exhibit C-1~~shall consist of not less than four (4) stories and not lessthan fifty (50) feet above the grade of Michigan Avenue. The Multifamily Housing shall consist of not less than a total of two hundred (200) units;

(d1) Active Senior Multifamily Housing (the "Active Senior Multifamily Housing") targeting the "empty nester" market, shall be sited on the Purchase Property pursuant to this Agreement and shall consist of not less than five (5) stories and not less than sixty (60) feet above the grade of Michigan Avenue. The Active Senior Multifamily Housing shall consist of not less than 98 units;

~~(d)~~

(e) Housing designed in a manner appealing to a student population (the "Student Housing"), which shall be sited exclusively in that portion of the Purchase Property that is east of the easternmost point of the portion of the Red Cedar Property as depicted in Exhibit C-1 and shall consist of at least ~~1,248~~1,222 beds and consisting of at least four (4) stories above grade.

(f) A boardwalk from the easternmost boundary to the westernmost boundary of the Red Cedar Property (the "Red Cedar Property Riverwalk") as depicted in Exhibit C and connected to any municipal river trail, or sidewalk network, abutting the Red Cedar

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Property, which such Red Cedar Property Riverwalk shall be designed and constructed of a quality appropriate to withstand local weather and occasional flood conditions, be compliant with any necessary MDEQ permit specifications, be ADA compliant, and be of an appearance appropriate for its location as improved, subject to the review of the Lansing Park Board and approval by the City through its Planning and Neighborhood Development Department Site Plan Review Process;

(g) A walkable pathway connecting the network of rights of way and walking paths in the Project to the Michigan State University student residence halls bounded by North Brody Road, West Brody Road, South Brody Road, and East Brody Road (the "Brody Residence Halls"); and

(h) An assisted living, skilled nursing, and memory care facility (the "Senior Village") ~~with a height consisting of at least four (4)~~shall consist of not less than two (2) stories and not less than twenty-seven (27) feet above the grade of Michigan Avenue, along the Michigan Avenue frontage~~ and not less than 112 units sited on the Corner Parcel ("Senior Housing") pursuant to the Approved Development Plans~~. The Senior Village shall consist of not less than 116 units.

(i) Aesthetically appealing streetscape designs.

(j) Construction of an integrated parking structure ("Integrated Parking Structure") which will be owned constructed and maintained by the Developer.

5.1.2 PARK PROPERTY RIVERWALK. Subject to review of the Lansing Park Board and approval by the City, and any other local approvals required to be obtained, prior to a Closing on the Purchase Property, the Developer shall further design and construct, at its own expense, a connected riverwalk or boardwalk along the Red Cedar River from the easternmost boundary to the westernmost boundary of the Park Property (the "Park Property Riverwalk") that is connected to the municipal river trail, or sidewalk network, abutting the Park Property, as depicted in Exhibit C-1, which such Park Property Riverwalk shall be designed and constructed in a manner that is consistent with the same standards as the Red Cedar Property Riverwalk.

5.1.3 OTHER REQUIREMENTS. Except as otherwise provided in Section 5.1.1, the Project shall further be consistent with the following uses and design elements:

(a) The main entrance to the Project ("Main Entrance") shall be sited on Michigan Avenue;

(b) All buildings with frontage on, or which otherwise feature built space that abuts, Michigan Avenue (the "Michigan Avenue Buildings") shall be primarily dedicated to commercial uses and shall be a minimum of two (2) stories pursuant to the Approved Development Plans;

(c) Those buildings behind the Michigan Avenue Buildings and on either side of the Main Entrance drive ("Main Entrance Buildings") shall dedicate the first floor to retail or restaurant and the upper floors to be residential or offices as depicted in Exhibit C-1; and,

(d) There shall be no building or other structure or improvement on, over, or within the boundary lines of any easement for public utilities described or referred to in this Agreement, the ALTA/NSPS Land Title Survey for Red Cedar Renaissance, Michigan Avenue & Clippert Street, East Lansing, Michigan prepared by LSG Engineers & Surveyors dated 10/26/2016 and identified as File No. 1062.DWG (the "ALTA Survey"), or the Quit Claim Deed, unless such construction is provided for in such easement or has been approved by the easement holder.

(e) No relocation of the Board of Water and Light substation located on the Red Cedar Property will be required because the substation is out of service and decommissioned.

5.2 DEVELOPMENT PLANS. Prior to closing, Developer shall submit to the City, Conceptual Drawings for all improvements to be constructed on or to the Purchase Property, whether public or private improvements, including landscape plans and elevations as well as the streetscape identified in Section 5.1.1(i) (the "Development Plans") and the Park Property (the "Park Property Riverwalk Plans"). Such Development Plans and the Park Property Riverwalk Plans shall incorporate those uses and design elements described in Sections 5.1.1, 5.1.2, and 5.1.3, as applicable, and shall be of sufficient completeness and detail to demonstrate that design and construction of the Project will be in accordance with this Agreement. The City's review and approval of the Development Plans for compliance with the terms of this Agreement shall be a precursor to the formal site plan review process conducted by the City Planning and Neighborhood Development Department and such approval shall not constitute approval of the Site Plan. The Park Property Riverwalk Plans shall be subject to the approval of the MDEQ and the DNR for permit approval.

5.3 REVIEW AND APPROVAL BY WRITTEN NOTICE. In the event the City approves either of the Development Plans and the Park Property Riverwalk Plans and Specifications submitted pursuant to Section 5.2, the City shall so notify Developer in a writing attaching any portion or all of the materials submitted by Developer as Development Plans (the "Development Approval Notice") or Park Property Riverwalk Plans and Specifications (the "Park Property Riverwalk Approval Notice") that the City wishes to become Exhibit B-1 ("Approved Development Plans") or Exhibit B-2 (the "Approved Park Property Riverwalk Plans and Specifications"), respectively, of this Agreement. The Approved Development Plans and the Approved Park Property Riverwalk Plans and Specifications are collectively referred to herein as the "Approved Plans and Specifications".

5.4 EFFECT OF APPROVAL NOTICES. Developer shall construct the Project in conformance with the Approved Development Plans and the Approved Park Property Plans and Specifications. Upon and by operation of the Development Approval Notice, the enclosures to such Development Approval Notice shall be deemed the Approved Development Plans, for purposes of this Agreement, and be automatically incorporated as Exhibit B-1 of this Agreement. Upon and by operation of the Park Property Riverwalk Approval Notice, the enclosures to such Park Property Riverwalk Approval Notice shall be deemed the Approved Park Property Riverwalk Plans and Specifications, for purposes of this Agreement, and be incorporated as Exhibit B-2 of this Agreement. It is the express intent and agreement of the parties that any such incorporation of the Approved Development Plans by operation of the Development Approval Notice or the Approved

Park Property Riverwalk Plans and Specifications by operation of the Park Property Riverwalk Approval Notice shall not constitute an Amendment (as defined below) for purposes of Section 11.8 of this Agreement.

5.5 PERMITS; BUILDING CODE. Prior to commencing construction, Developer shall obtain all required permits, including any necessary reviews and approvals. The Approved Development Plans, and any construction pursuant thereto, shall be in full compliance with this Agreement and the Michigan Building Code – Stille Derossett-Hale-Single State Construction Act, Act 230 of 1972, known as the "Michigan Building Code."

5.6 UTILITY AND INFRASTRUCTURE IMPROVEMENTS. Except for the improvements undertaken by the Drain Commissioner, the Developer shall be responsible for construction, relocation and installation of any and all utilities for the Project, including connections or improvements to existing utility systems. The utilities include but are not limited to water, sanitary sewer, storm sewer and drain mains, electric, telephone or other public utility lines, owned by any public utility company. The Developer shall be responsible for construction, relocation and installation of any other infrastructure improvements including the roads. The Developer shall be responsible for any easements and permits required for any such installations without any cost to the City. The public infrastructure and any ~~GO Bond~~TE Bond obligations shall be completed in accordance with the City's letter of intent process, and Developer shall be responsible for the cost of an oversight consultant, selected by and hired to act on behalf of the City, the cost of which can be included in the ~~GO Bonds~~TE Bonds.

5.7 RELOCATION OF EXISTING BUSINESSES. Until the first complete lease-up of the ~~Commercial Space~~Restaurants and In-Line Retail, or January 1, 2024, whichever is earlier, no existing retail or restaurant business operating within the boundaries of the City of Lansing or East Lansing (the "Protected Area") will be relocated to the Purchase Property ("Relocating Tenant") without the prior written consent of the City.

5.8 MAINTENANCE OF PARK PROPERTY RIVERWALK. Maintenance of the Park Property and Park Property Riverwalk, including lawn mowing, maintenance of signage, repairs of any broken materials and removal of trash, debris, and snow, as necessary, shall be the responsibility of the Developer, as outlined in an agreement to be entered into between Developer and the City (the "Parks Agreement").

5.9 PREVAILING WAGE. All work performed on the Purchase Property, Park Property, and Park Property Riverwalk that is funded by the Brownfield Plan and 381 Work Plan shall be compensated at prevailing wages (the Prevailing Wage Work). ~~Developer will use its best efforts to use available and qualified local Lansing area residents and local firms within a 50 mile radius of the project, employing Michigan workers, with an emphasis on engaging women and minority owned firms or individuals.~~ In no event shall the City be responsible for the costs of the City or a third-party organization to monitor the Prevailing Wage Work compliance on the Project. Developer shall require ~~that all contracts and subcontracts for Brownfield Eligible Activities require that the parties thereto will~~its general contractor/construction manager to comply with the monitoring procedures of such third-party monitor. Evidence of compliance with ~~this Section~~the Prevailing Wage Work shall be submitted along with disbursement requests, and disbursements from the Project fund will be conditioned upon such compliance~~ with this Section~~. This requirement shall remain in effect through Completion of ~~Construction of the entire Project~~the Prevailing Wage Work.

Developer, through subcontractors hired by its general contractor/construction manager, intends to use as much available and qualified Local Labor as possible in accordance with the Local Labor Agreement, entered into by the Parties on June 4, 2018, and appended to this Agreement as Exhibit E (the "Local Labor Agreement"). Notwithstanding anything in the Local Labor Agreement to the contrary, nothing in the Local Labor Agreement shall be interpreted to require Developer to withhold, pay or be responsible for City Income Tax for or on behalf of the general contractor/construction manager or subcontractors working on the Project. Developer's general contractor/construction manager shall require any subcontractor hired to contractuallyagree to comply with any City Income Tax reporting requirements. In the event of a conflict between this Section 5.9 and the Local Labor Agreement, this Section 5.9 shall control.

ARTICLE 6

CONSTRUCTION

6.1 SCHEDULE. Developer shall promptly begin and diligently prosecute to completion the construction of the Project on the Purchase Property according to this Agreement and the Approved Development Plans, the Approved Park Property Riverwalk Plans, and the Approved Project Schedule. Such construction shall commence no later than sixty (60) calendar days from the date of Closing, and thereafter proceed in accordance with and be completed by the date of completion of construction set forth in in the Project Schedule (the "Project Schedule") and attached as Exhibit D. For purposes of this Section 6.1, commencement of construction shall include the commencement of construction of Project infrastructure, including roads and utilities, and the Integrated Parking Structures, as well as environmental remediation. The Project Schedule may be amended by mutual agreement of the City and the Developer subsequent to the execution hereof.

6.2 COMPLETION. Subject to the provisions of this Agreement, Developer hereby covenants that after commencing construction in accordance with Section 6.1, it shall diligently prosecute the Project to completion, in accordance with this Agreement and the Project Schedule. For purposes of this Agreement, "Completion of Construction" means the date on which the Developer substantially completes construction of the Project in accordance with the Approved Plans and Specifications and is issued all certificates of occupancy.

6.3 PROGRESS REPORTS. Subsequent to conveyance of the Purchase Property to the Developer and until Completion of Construction, the Developer shall make quarterly written reports to the City as to the actual progress of the Developer with respect to such construction, with such reports to be provided within thirty (30) days of the applicable quarter. Upon the request of the City, Developer shall provide additional updates but in no event shall such update be due less than fifteen (15) days and no less than thirty (30) days following a request for same by the City.

6.4 CONSTRUCTION STANDARDS. All construction shall be carried out in a good and workman like manner, using first class materials, and in accordance with this Agreement and all applicable Federal, State and local laws, ordinances, rules and regulations of governmental authorities having jurisdiction over the construction, the Developer, or the Project, and the construction shall be performed in accordance with the Approved Plans and Specifications and in accordance with this Agreement and applicable federal, state and local laws, ordinances, rules and regulations. Developer agrees to require Developer's subcontractors and other third parties to comply with the Developer's obligation under this Section 6.4. Developer and its assigns, contractors, agents, representatives and heirs (collectively, the "Development Parties") do hereby agree that once the value of permits and fees are determined and paid for on the Developer's behalf, amounts expended for such permits and fees shall not be contested or refunded to any Development Party to include, but not be limited to, plan review, building permits, trade permits, site plans, etc.

6.5 CHANGES. If the Developer desires to make any material change in the Approved Development Plans or the Approved Park Property Riverwalk Plans and Specifications after their approval by the City, the Developer shall notify the LBRA and the City of the proposed change and request their review and approval, for the purpose of determining that the proposed change accords with this Agreement and all applicable federal, state, and local laws, ordinances, rules and regulations. The City shall respond in writing within fifteen (15) business days in accordance with the City's right to approve, as set forth in this Agreement.

ARTICLE 7

FINANCIAL INCENTIVES

7.1 COOPERATION. The City shall reasonably cooperate with the Developer and the Developer shall reasonably cooperate with the City to apply for certain financial incentives to assist with the total cost relating to the conditions of the Purchase Property requiring environmental remediation and certain infrastructure improvements (the "Financial Incentives").

7.2 BROWNFIELD PLAN. Developer shall submit to the City and LBRA a Brownfield Plan and an Act 381 Work Plan (collectively, the "Plans") for the capture of property taxes and the disbursement of same pursuant to the terms of the Brownfield Redevelopment Financing Act, 1996 PA 381 (the "Brownfield Act"). If the Act 381 Work Plan is denied approval at the state level, this Agreement shall terminate and be of no further force or effect except for those obligations that survive its termination.

7.2.1 CONTENT. The Plans shall, at a minimum, provide for:

(a) A detailed cost budget for the Project, including a detailed itemized summary of costs for the "Approved Eligible Activities" within the meaning of M.C.L. § 125.2652;

(b) A capture of taxes in an amount necessary to: (i) timely make all payments required under the terms of the LBRA Bonds (as defined below); (ii) enable the Developer to make all payments required pursuant to the terms of the Additional Funding (as defined below); and (iii) to distribute the tax capture in accordance with the allocations and for the purposes more particularly set forth in Section 7.3.5; and

(c) A proposed distribution of the estimated captured property taxes, with such proposed distribution identifying with particularity a mechanism contemplating disbursements to cover payments for annual debt service on both the LBRA Bonds (as defined below) as well as the Additional Funding in accordance with the allocations and for the purposes more particularly set forth in Section 7.3.5.

7.2.2 REVIEW AND APPROVAL. The Plans shall be subject to the review and approval by the City and LBRA in their discretion, including a satisfactory review and assurance that the fair market value of the Purchase Property, after completion of the Project, will generate captured taxes sufficient to repay the LBRA Bonds and Additional Funding (as defined below), plus sufficient additional funds for distribution of the captured taxes in accordance with the allocations and for the purposes more particularly set forth in Sections 7.3.4 and 7.3.5.

7.3 BONDS.

7.3.1 Subject to verification by the City and LBRA of sufficient tax base, and any approvals required by the governing bodies of the City and/or LBRA or State of Michigan, the City will reasonably pursue the issuance of bonds by the LBRA in amounts not to exceed the following:

(a) ~~General Obligation Bonds~~Tax Exempt Revenue Bonds in an amount not to exceed Ten Million Seven Hundred Fifteen Thousand Six Hundred Sixty-Nine and 00/100 Dollars ($10,715,669.00) (the "~~GO Bonds~~TE Bonds") to be deposited into the project fund (the "~~GO Bonds~~TE Bonds Proceeds"), which such ~~GO Bonds~~TE Bonds are to be backed by the full faith and credit of the ~~City~~Developer and for which the City shall have no obligations with respect to repayment thereof, the timing of deposit and disbursement to be determined by the LBRA; and

(b) Revenue Bonds in an amount determined by the bond purchaser and approved by LBRA, and subject to a letter of funding, to be supported by that portion of the Brownfield Plan's Tax Increment Revenues, within the meaning of the Brownfield Act, for the balance of those funds required to complete the infrastructure components of the Project (the "Revenue Bonds") (together with the ~~GO Bonds~~TE Bonds, the "LBRA Bonds") for which the City shall have no obligations with respect to repayment thereof.

~~GO Bond~~TE Bond Proceeds shall only be used to fund construction of public infrastructure and will be made available on a pro rata basis with the proceeds from the Revenue Bonds. These LBRA Bonds may include the costs of the City and LBRA in connection with issuance of such bonds including but not limited to the City's bond counsel fees and expenses and the capitalized interest during construction.

7.3.2 USE OF BONDS. The proceeds of LBRA Bonds will be used only for "Approved Eligible Activities" within the meaning of M.C.L. § 125.2652. For the purposes of this Agreement, such "Approved Eligible Activities" shall specifically include environmental remediation, infrastructure (collectively, the "Work") and capitalized interest as shall be contained in the Plans and constitute "eligible activities" within the meaning of M.C.L. § 125.2652, subject to the express understanding that the City may select which portion of the Work to fund with the

LBRA Bonds (as defined below). Draw procedures shall be established by a separate agreement with the LBRA.

7.3.3 ADDITIONAL FUNDING. Developer will be responsible for obtaining that additional funding ("Additional Funding") required for paying the cost of Approved Eligible Activities that exceeds the amount of the LBRA Bonds. The Additional Funding shall be in an amount such that the amount of the LBRA Bonds plus the Additional Funding will pay for the Approved Eligible Activities. Joel Ferguson, Frank Kass, and development entities related to Developer will provide guarantees if required by those lenders that provide such Additional Funding. Further, nothing herein contained is intended to prohibit the lender of such Additional Funding from maintaining a dual control over the Additional Funding.

7.3.4 ALLOCATION OF TAX CAPTURE. All property taxes captured (including receipts from the Ingham County Treasurer from the purchase of delinquent property taxes) pursuant to the Brownfield Plan shall be allocated between the LBRA Bonds, the Additional Funding, and such additional uses as may otherwise qualify for allocation pursuant to the as-approved Brownfield Plan and Section 7.3.5. The agreement to be entered into as required under Public Act 381 will conform to the order of priority identified in Section 7.3.5.

7.3.5 ORDER AND PRIORITY. The property taxes actually captured for such year will be distributed as specified below on an annual basis in the following order and priority, to the extent of available funds:

(a) The MEDC Brownfield Redevelopment Fund shall have first priority of reimbursement in the amount equal to three (3) mills of available captured tax revenue; then,

(b) The LBRA shall be reimbursed in the amount of two-and-one-half percent (2.5%) of the amount captured to cover administrative costs; then,

(c) The Local Site Remediation Revolving Fund (LSRRF) shall receive a deposit in the amount of two-and-one-half percent (2.5%) of available captured tax revenue; then

(d) ~~GO Bonds~~TE Bonds, and/or the City in the event it has advanced or paid any costs~~money~~ for the ~~GO Bonds~~TE Bonds, shall be paid an amount equal to the annual debt service~~ which is structured having a not to exceed 1% inflationary adjustment for the first ten years followed by a 0% inflationary adjustment after~~; then,

(e) ~~Commencing with the first year of tax capture, an amount equal to 20% of the maximum annual principal and interest of the GO Bonds shall be deposited into a separate account for the benefit of the City and its retained obligations ("Retained Obligation Fund") associated with the Project until such amount deposited equals the maximum annual principal and interest on the GO Bonds; then,~~This section is intentionally left blank.

(f) ~~Notwithstanding Section 7.3.5(e), in the event a disbursement out of the Retained Obligation Fund is made, or in a prior year the tax capture did not satisfy the 20% amount identified in 7.3.5(e), then an amount shall be deposited into the Retained Obligation Fund so that it is equal to the amount the Retained Obligation Fund would otherwise have held if a~~

~~disbursement had not occurred or the prior year tax captures had satisfied the 20% amount identified in 7.3.5(e);~~This section is intentionally left blank.

(g) Revenue Bonds shall be paid in an amount not to exceed their annual debt service;

(h) Additional Funding may be paid by additional funds captured, ~~including amounts remaining in the Retained Obligation fund~~ after the full repayment of the amount owed to the MEDC Brownfield Redevelopment Fund identified in 7.3.5 (a), the LBRA administration costs identified in 7.3.5 (b~~);~~), the amount owed to the Local Site Remediation Revolving Fund (LSRRF) identified in 7.3.5 (c), the ~~GO Bonds~~TE Bonds, and the Revenue Bonds to reimburse the Developer for the costs of eligible activities identified and approved by the City and MSF in the Brownfield Plan and the Act 381 Plan not paid for by the issuance of the ~~GO Bonds~~TE Bonds or Revenue Bonds.; then

(i) ~~Any amounts remaining in the Retained Obligation Fund on retirement of the LBRA Bonds and the Additional funding will revert to the LBRA.~~ This section is intentionally left blank.

Notwithstanding the foregoing primary priority of funding, if the application of the first priority~~, after consideration of any funds in the Retained Obligation Account,~~ leaves insufficient funds to cover the next twelve months of LBRA Bond payments, then in such event the allocation percentage shall be adjusted so that LBRA shall receive sufficient funds to make the next twelve months of principal and interest payments on the LBRA Bonds.

7.3.6 CONSTRUCTION CONTRACTS. The City shall be a party to all construction contracts for which it is contemplated that any services performed or materials supplied will be funded in full or in part by proceeds of the LBRA Bonds which contracts shall provide the City the same rights as those provided to the Developer.

7.3.7 During the period in which the LBRA Bonds are outstanding, Developer shall not enter into any transaction, lease, or any other agreement that would render the Purchase Property or any portion thereof tax-exempt or materially alter the tax capture.

7.4 OTHER INCENTIVES. The City will support Developer's application, for the state fiscal year, October 1, 2017 through September 30, 2018, a Michigan Community Revitalization Program ("MCRP") grant ("MCRP Grant") and loan ("MCRP Loan") from the Michigan Strategic Fund, with support for such MCRP Grant and MCRP Loan prioritized but not exclusive to any other projects in Lansing and support the Project as the number one priority project for the City of Lansing in connection with the MCRP grant and loan programs. Any other financial incentives as Developer may request and the City may support shall be in their sole discretion.

7.5 MEDC. Nothing in this Agreement shall be construed to require or guarantee approval by the board of the Michigan Strategic Fund on behalf of the Michigan Economic Development Corporation ("MEDC") for participation by the State of Michigan in any the local tax increment financing-based tax capture of education funds.

ARTICLE 8

DEFAULT & REMEDIES

8.1 GENERAL. If any Party hereto shall fail to perform any of its obligations under this Agreement (the "Defaulting Party"), then the other Party not in default (the "Non-Defaulting Party") shall provide notice of such failure to the Defaulting Party and afford the Defaulting Party a grace period to cure said failure as follows:

8.1.1 GRACE PERIOD SPECIFIED. Where a grace period is specifically provided for in any section of this Agreement, that specific grace period shall apply.

8.1.2 GRACE PERIOD UNSPECIFIED. Where a grace period is not specifically provided for in any other section of this Agreement, the Defaulting Party shall afford the Non-Defaulting Party a grace period of: (i) ten (10) business days to cure monetary failure; and (ii) thirty (30) days to cure any non-monetary default.

8.1.3 DEFAULT. If any failure to perform shall not have been cured by the expiration of the applicable grave period, then a "Default" shall be deemed to have occurred and the Non-Defaulting Party shall have the rights and remedies set forth in the remainder of this Article 8, and any other applicable portions of this Agreement.

8.2 DEVELOPER TERMINATION PRIOR TO CLOSING. Except as otherwise provided in this Agreement, in the event the Developer is fully compliant with all of its duties and obligations under the Agreement and the City does not Close pursuant to the terms of this Agreement, and the City does not cure pursuant to the terms of Section 8.1, then this agreement shall, at the option of the Developer, be terminated or the Developer may compel specific performance of the City's obligation under this Agreement. All deadlines for performance by Developer shall be extended by one (1) day for every day the City shall be in default of its obligations hereunder.

8.2.1 To be effective, termination shall be by written notice from the Developer to the City.

8.2.2 In the event Developer elects to terminate the agreement prior to closing or seek specific performance, the Developer shall remain financially responsible for all work performed by or on behalf of the Developer with respect to the Project or Purchase Property.

8.3 CITY TERMINATION PRIOR TO CLOSING. Except as otherwise provided in this Agreement, the City may terminate this Agreement prior to Closing, after expiration of the applicable cure period(s) provided in Section 8.1, upon the happening of any of the following: (i) the Developer assigns the Agreement, or any rights herein or in the Purchase Property except as expressly permitted herein; (ii) any transfer or attempt to transfer all or part of the Purchase Property except as expressly permitted under the terms of this Agreement; (iii) any change in more than forty percent (40%) of the membership interests of the Developer, individually or in combination with any other transfer following the date hereof, and which has not been approved by the City; or (iv) the Developer is in default of a duty, obligation or undertaking required to be performed by Developer in this Agreement.

8.3.1 To be effective, termination shall be by written notice from the City to the Developer.

8.3.2 In the event the City terminates this Agreement, the Developer shall be financially responsible for all work performed by or on behalf of the Developer with respect to the Project or the Purchase Property prior to termination.

8.4 POST-CLOSING REMEDIES. If either Party hereto is in default of its obligations under this Agreement after expiration of the applicable cure period(s) provided in Section 8.1, then the Non-Defaulting Party may seek all rights and remedies available at law, in equity, or in this Agreement to enforce all Parties' rights and obligations under this Agreement. To the extent permitted by law, the parties agree that the jurisdiction and venue for any action brought to enforce rights or obligations under this Agreement shall be solely in the State Courts in Ingham County, Michigan, and that the applicable laws, should any choice of law arise, shall be those of the State of Michigan.

8.5 BANKRUPTCY BY DEVELOPER. If at any time prior to Completion of Construction, Developer becomes insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors, shall file a petition in bankruptcy, shall voluntarily be adjudicated insolvent or bankrupt or shall admit in writing the inability to pay debts as they mature, shall petition or apply to any tribunal for or shall consent to or shall not contest the appointment of a receiver, trustee, custodian or similar officer for Developer or for a substantial part of the assets of Developer, or shall commence any case, proceeding or other action under any bankruptcy, reorganization, arrangement, readjustment or debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect, such an event shall be deemed an Event of Default as to the Developer only. Such event shall not be subject to the grace period provisions of Section 8.1.

8.6 DISSOLUTION OF DEVELOPER. Any dissolution, termination, or partial or complete liquidation of Developer prior to Completion of Construction shall be deemed an Event of Default as to the Developer only. Such event shall not be subject to the grace period provisions of Section 8.1.

8.7 FAILURE TO COMPLY WITH CONSTRUCTION SCHEDULE. The Developer agrees to complete such portions of the Project in a manner, consistent with the Project Schedule, that such portions will be placed upon the property tax rolls by the City's Assessor and generate payment of property taxes for payment of the LBRA Bonds in accordance with the Approved Brownfield Plan. In the event there is a delay in completion of such portions of the Project that result in a deficiency for payment of property taxes for repayment of the LBRA Bonds, then the Developer will upon demand from the City immediately pay such deficiency and continue to pay such deficiency until such portions of the Project have been completed and generate property taxes sufficient to pay the LBRA Bonds.

ARTICLE 9

INDEMNIFICATION

Developer agrees to indemnify and hold harmless the City, LEDC, LBRA, and Lansing Economic Area Partnership and their agents and employees (collectively, the "Indemnified Parties", each an "Indemnified Party") from any liabilities, obligations, losses, damages, penalties, claims, charges or expenses, including attorney's fees, that arise from any negligence or misrepresentation on the part of Developer or its agents, and on account of the Indemnified Party's reliance thereon, and any personal injury, death or property damage that are caused by the intentional acts or omissions or negligence of Developer or its duly authorized agents. In the event any action or proceeding shall be brought against an Indemnified Party by reason of any claim covered hereunder, the Indemnified Party shall have the right to resist and defend the same with counsel of its choosing, and Developer shall pay the costs of such defense. The provisions of this Section shall survive the Closing or termination of this Agreement and remain in full force and effect until the ~~City's Go Bond proceeds~~TE Bond obligations are retired or otherwise paid in full.

ARTICLE 10

RESTRICTIONS ON ASSIGNMENT AND TRANSFER

The Developer may pledge, mortgage or grant a security interest in the Purchase Property for purpose of gaining financing necessary to enable the Developer or approved successor in interest to the Purchase Property to perform its obligations with respect to making improvements under this Agreement. The Developer may also transfer a portion of the Purchase Property to an entity controlled by related parties to the Developer or a member of the Developer, and the Developer may transfer a portion of the Purchase Property for the operation of a Hotel, Assisted Living Facility, Non-Student Housing, Student Housing, or other uses authorized by this Agreement so long as the recipient of such a transfer agrees, in its written purchase agreement with Developer, to construct and own buildings on the Purchase Property consistent with the terms of this Agreement. The Plans and Specifications for all buildings and construction on the Purchase Property shall remain subject to the terms of this Agreement. In the event of any action or transfer under this paragraph, the Developer will promptly notify the City in writing, and will continue to be responsible for keeping the transferred portion of the Purchase Property in compliance with the terms of this Agreement.

ARTICLE 11

IDENTITY OF MEMBERS

11.1 MEMBERSHIP INFORMATION. Within ten (10) days of the Effective Date, Developer will deliver to the City an organizational chart illustrating the corporate relationships among Developer and its members (each a "Member") and identifying each Member's percentage of ownership in Developer (the "Member Information Report"). After delivery of such Member Information Report until Completion of Construction, Developer shall, at least fifteen (15) days in advance of executing any instrument effecting any proposed change in the identity of the Members, provide the City with notice of any and all proposed changes whatsoever in the identity of the Members. Any transfer, individually or in combination with any other transfer following the date of the first Member Information Report, of more than Forty percent (40%) of the membership interests of the Developer shall be ineffective without the City's advance written consent. Within fifteen (15) days after the consummation of effective change in the identity of the Members, Developer shall provide the City with an updated Member Information Report.

11.2 TERM OF OBLIGATION. The obligations and prohibitions of this Section shall cease and terminate upon Completion of Construction.

ARTICLE 12

MISCELLANEOUS

12.1 AGREEMENT CONDITION PRECEDENT. No Party to this Agreement shall be obligated to undertake any duties under this Agreement unless and until: (i) the Mayor executes and delivers this Agreement pursuant to the City Council approval of this Agreement, and (ii) the Developer duly authorizes and executes, and delivers this Agreement.

12.2 EFFECT OF AGREEMENT. The City shall be obligated to perform only those undertakings expressly set forth in this Agreement. Execution of this Agreement in no way constitutes City approval of the Project or obligates the City to support or approve the Project except as expressly set forth herein.

12.3 CITY AUTHORITY. Unless expressly stated otherwise in this Agreement, where consent, authority or agreement of the City is required or requested under this Agreement or any other agreements referenced herein, such consent, authority or agreement may be negotiated and provided by the Mayor or the Mayor's designee following approval of this Agreement by the Lansing City ~~Counsel~~Council.

12.4 RELEASE. This Agreement amends and restates the November 2014 Agreement and the LEDC, LBRA, Ferguson, and Kass are no longer parties to this Agreement and are hereby released of their obligations pursuant to the November 2014 Agreement.

12.5 LEGAL FEES. Except for the City's legal fees associated with issuance of the LBRA Bond (which shall be capitalized in the LBRA Bond), following receipt thereof, the Developer shall promptly pay all invoices for the City's legal fees for services rendered on or before the date of Closing in connection with this Agreement, including legal fees incurred prior to the execution of this Agreement, and the transactions contemplated hereby ("Legal Fees"). Such invoices will be sent to the Developer and will detail the services and the hours billed. The City

Attorney shall have sole discretion on the determination of whether the contents of such invoices are appropriate.

12.6 ASSIGNMENT OF THIS AGREEMENT. Except as provided for in this Agreement, no party to this Agreement may transfer, assign or delegate to any other person or entity all or any part of its rights or obligations arising under this Agreement without the prior written consent of the other party hereto.

12.7 NOTICES. Except as otherwise provided in this Agreement, all notices, certificates or communications required by this Agreement to be given shall be sufficiently given and shall be deemed delivered when personally served or when mailed by express courier or registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties at the addresses listed below

If to the Developer, to:	Continental/Ferguson Lansing, LLC Attention Franklin E. Kass 150 E. Broad Street, Suite 200 Columbus, Ohio 43215
With a copy to:	Continental/Ferguson Lansing, LLC Attention Joel I. Ferguson 1223 Turner Street, Suite 300 Lansing, Michigan 48906
And a copy to:	REID AND REID Attention Patrick T. Reid 110 W. Michigan Avenue, Suite 750 Lansing, Michigan 48933
If to the City:	City Attorney James Smiertka 5th Floor, City Hall Lansing, MI 48933
With a copy to:	Lansing Economic Area Partnership Attention Robert L. Trezise, Jr. 1000 S. Washington Avenue, Suite 201 Lansing, Michigan 48910
And a copy to:	Miller, Canfield, Paddock and Stone, PLC Attn: G. Alan Wallace, Esq One Michigan Avenue, Suite 900 Lansing, Michigan 48933

12.8 AMENDMENT. No amendment or modification to or of this Agreement shall be binding upon any Party hereto until such amendment or modification is reduced to writing and executed by all Parties hereto. The City's approval of any substantive amendments to this Agreement requires approval by Lansing City Council, pursuant to its Charter and Ordinances. The determination of a substantive amendment will be made by the Lansing City Attorney. Non-substantive amendments can be made by the Mayor.

12.9 TERM. Unless earlier terminated in accordance with the terms hereof, this Agreement shall be in force through the retirement of the LBRA Bonds. Upon satisfaction of the LBRA Bonds and prior to any document being recorded evidencing the termination of this Agreement, the parties will reach a separate agreement as to continuing maintenance and any other ongoing matters related to the Project.

12.10 BINDING EFFECT. This Agreement shall be binding upon the Parties hereto and upon their respective successors and assigns.

12.11 RECORDATION. Prior to Closing, the Parties shall record a memorandum reasonably acceptable to the Parties, and shall be recorded in the Office of the Register of Deeds for Ingham County, Michigan.

12.12 SURVIVAL. The terms, conditions and provisions of this Agreement, including all representations, warranties, and covenants, shall survive its termination or delivery of the Quit Claim Deed. None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring title to property from the City to the Developer or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

12.13 SEVERABILITY. If any clause, provision or section of this Agreement shall be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect the validity of any of the remaining clauses, provisions or sections of this Agreement.

12.14 TIME OF THE ESSENCE. Time shall be of the essence of this Agreement.

12.15 EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

12.16 CAPTIONS. The captions and headings in this Agreement are for convenience only and in no way limit, define or describe the scope or intent of any provision of this Agreement.

12.17 APPLICABLE LAW. This Agreement shall be governed in all respects, whether as to validity, construction, performance and otherwise, by the laws of the State of Michigan.

12.18 BROKERS. The City warrants to the Developer that the City has not taken any action in connection with this transaction which would result in any real estate broker's fee, finder's fee, or other fee being due or payable to any party. The Developer warrants to the City that the Developer has not taken any action in connection with this transaction which would result in any real estate broker's fee, finder's fee, or other fee being due or payable to any party.

12.19 FORCE MAJEURE. No Party hereto shall be liable for the failure to perform its obligations hereunder if such failure is due to unforeseeable events beyond the Party's reasonable control and without such party's fault or negligence, including, but not limited to acts of God, acts of the public enemy, acts of the other party, fires, flood, epidemics, quarantine restriction, strikes and embargoes, or shortages of materials and delays of contractors due to such causes, but excluding any acts of the state or federal governments or their respective agencies or departments. Said failure to perform shall be excused only for the period during which the event giving rise to said failure to perform exists; provided, however, that the Party seeking relief from its obligations under this Section ~~11~~12.19 shall notify the other party in writing, setting forth the event giving rise to such failure to perform, within thirty (30) days following the occurrence of such event.

12.20 JOINT DRAFTING. This Agreement shall be construed as being jointly drafted by all Parties hereto.

12.21 ENTIRE AGREEMENT. The Agreement, including all exhibits attached hereto and made a part hereof, contains all agreements between the Parties as of the Effective Date. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. This Agreement does not change, alter, or amend, the Montgomery Drain Assessment Indemnification Agreement, dated October 7, 2013, and any other indemnification agreement made for the benefit of the City prior to the date of this Agreement.

12.22 STATEMENT OF LACK OF NECESSITY. Pursuant to Lansing City 8-403 and the real property disposition ordinances promulgated thereunder, the real property to be disposed of in this Agreement or any other agreements referenced or required herein is not necessary for public purposes, as set forth in this Agreement.

12.23 ADEQUATE CONSIDERATION. The City, through its legislative and administrative branches, acknowledges that the Purchase Price is good and sufficient consideration for the Purchase Property based on the terms of this Agreement and the totality of the transaction, including, but not limited to (i) reduced public financial assistance to the Project; (ii) the need for significant infrastructure and expense to address Preexisting Conditions on the Property , (iii) significant Project investment by Developer, (iv) increase in tax revenue the City and the community receive from the redevelopment of the Purchase Property, and (v) the nature of the project as a catalyst place-making project connecting the communities of Lansing and East Lansing.

[Signature Pages Follow]