



AGENDA
Committee of the Whole
Monday, October 1, 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**
 - September 24, 2018
4. **Public Comment on Agenda Items (Up to 3 Minutes)**
5. **Discussion/Action:**
 - A.) **RESOLUTION** - Sale of Property; Cooley-Haze House, 213 W Malcom X Street
 - B.) **Discussion/Resolution** - Stadium Soccer License Agreement; City of Lansing & Lansing Soccer Club, LLC as United Soccer League Division Three Club; Thomas M. Cooley Law School Stadium
6. **Other:**
7. **Adjourn**

The City of Lansing's Mission is to ensure quality of life by:

- I. Promoting a vibrant, safe, healthy and inclusive community that provides opportunity for personal and economic growth for residents, businesses and visitors
- II. Securing short and long term financial stability through prudent management of city resources.
- III. Providing reliable, efficient and quality services that are responsive to the needs of residents and businesses.
- IV. Adopting sustainable practices that protect and enhance our cultural, natural and historical resources.
- V. Facilitating regional collaboration and connecting communities



DATE Oct 1, 2018

[illegible]



MINUTES
Committee of the Whole
Monday, September 24, 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- arrived at 6:06 p.m.
Councilmember Jeremy A. Garza
Councilmember Adam Hussain
Council Member Brian T. Jackson
Councilmember Peter Spadafore
Councilmember Patricia Spitzley
Councilmember Jody Washington
Councilmember Carol Wood

OTHERS PRESENT

Sherrie Boak, Council Staff
Eric Brewer, Council Internal Auditor
Jim Smiertka, City Attorney
Mayor Schor- left at 6:35 p.m. returned at 6:56 p.m.
Angie Bennett, Finance Director
Nick Grueser, Lansing Lugnuts
Scott Keith, LEPFA
Jeremy Sampson, Lansing United
Peter Wood
Elaine Womboldt
Kathy Miles
Loretta Stanaway

Minutes

MOTION BY COUNCIL MEMBER WASHINGTON TO APPROVE THE MINUTES FROM SEPTEMBER 10, 2018 AS PRESENTED. MOTION CARRIED 7-0.

Public Comment on Agenda Items

Mr. Wood represented himself as speaking on behalf of Friends of Ormond Park, and stated his compliant on the lack of play structures at the park, and concern that children playing in the street. Mr. Wood then asked if the Council had a report on Groesbeck Golf Course, who has oversight over LEPFA, and what will the performance criteria be to evaluate how the golf

course was doing. He then asked for a timeline on when the report would be available and it to include traffic counts, revenue and profit.

Council Member Hussain stepped away from the meeting at 5:34 p.m.

Ms. Miles asked that the City create a clause with Groesbeck that says the road cannot be sold to a developer for 2 years. Ms. Miles then spoke in support of the ballpark lease if there are no additional costs to the City.

Ms. Stanaway supported everything stated by Mr. Wood, also did not want additional costs to the City on the ball park lease, and concluded with her budget priorities which were police, fire, roads, sidewalks, parks and cemeteries.

Ms. Womboldt spoke on the United Soccer League, and her concerns how much fiscal responsibility will be added to the tax payers. Lastly, she supported a budget priority that would bring more community policing officers.

Council Member Hussain returned to the meeting at 5:39 p.m.

Ms. Reynolds inquired if there were different code compliance officers for different areas of business, manufacturing, and residential.

PRESENTATIONS

Stadium Soccer License Agreement; City of Lansing & Lansing Soccer Club, LLC as United Soccer League Division Three Club; Thomas M. Cooley Law School Stadium

Council President Wood informed the Committee and the public that this would be a brief presentation, and then the Committee would go through the document line by line at the October 1, 2018 Committee meeting. Any questions should be forwarded to Council Staff this week so they can be sent onto the applicant and Administration prior to the meeting.

Mayor Schor briefly outlined the project, plans and noted Lansing would be the first city to have a professional soccer team and his administration was encouraged.

Mr. Grueser first distributed a rendering poster of what the field could look like. He then proceeded with his presentation which highlighted how to maximize the stadium and address their objective on how to make it more useful. There would be plans for 15-20 soccer games, and they have first looked at how those games will work with the demographics, and create a multi-sport facility. It was noted that since there are 12-15 league games, and the length of game is shorter than baseball it will result in less revenue. Also in the case of soccer they will pay for the player, coaches, travel, etc. as compared to no expenses like that for the baseball team. The lease, he outlined, addresses how to make this mutually beneficial for the club and the City. They actually used the current baseball lease as their template, even though both will be separate companies with Mr. Tom Dickson as the Manager of the organizations. Council President Wood asked if there would be separate front offices and staffing. Mr. Grueser stated they will share some staff, but will hire 10 new staff mostly in sales, marketing and management. Mr. Grueser then highlighted points in the agreement including the financial impact to sod the infield when the baseball diamond converts to the soccer field, and back to the baseball diamond. They are asking the City to pay for similar expenses that they already pay for on the field, but after comparing the cost of a contractor to do those field conversions versus buying the equipment up front they are looking for the financial assistance to purchase the equipment, which has a life span of 15-20 years. This would be a savings of \$15,000. They intend to use the sod taken from the baseball infield to repair any damage done during the soccer game in the outfield also. Council Member Spitzley inquired into if they had

plans for any special events, and Mr. Grueser noted there were none. Council Member Jackson inquired into details on the soccer league itself, other teams and how long the league had been in existence. Mr. Grueser stated the league is USL D3 which will consist of 30 teams. This will be their inaugural season, so there was no history, but they are operating as a USL. Other teams he could release the name on were Madison, Toronto, Greenville and South Georgia. Council Member Washington asked if it would be more cost effective to own the equipment for the sod, and Mr. Grueser confirmed noting it was \$150,000 and has a long life span. Mayor Schor stepped into the conversation and added that the Administration can look at financing to be creative with the funds and also reach out to others who can assist in the financial support. Council Member Garza asked if they will hire local workers, and Mr. Grueser stated the majority of the staff for the grounds crew is currently employed there. He then outlined the timeline on a field conversion which would be two days to go from baseball to soccer, and then 1 day from soccer to baseball. Both teams will coincide with soccer currently planned for March to September. Council Member Garza asked what the ticket prices would be, and Mr. Grueser confirmed they will be higher than the baseball, coming in at \$15-\$22, in comparison to the baseball tickets at \$5 student and general admission at \$8. Mayor Schor stated that the more expensive tickets will have a surcharge, and that is written into the lease. Council Member Spitzley asked what the difference from USL D3 is versus USL. Mr. Grueser stated it was based on market size, much like baseball. Council President Wood referred to the local labor agreement in the packet and asked if that meant they planned on renovations. Mr. Grueser confirmed they are entertaining an option to do renovations at the team expense, and if and when time comes will use local labor. Council Member Hussain asked if the sod conversations mentioned earlier are part of the CIP in the agreement. Mr. Grueser stated the CIP is a range option for support of the stadium, but to guarantee to put back into the ball park. They can use the CIP dollars to replace the field, and if they do not use the amount it goes back into the balance. Council Member Hussain asked if there would change in the rights to the stadium, and Mr. Grueser assured them there is no change. Council Member Washington inquired into if there were taxes collected under the TIF and was informed since it was City property there were no taxes. Council Member Washington then spoke in support of bringing the soccer league to the City. Council Member Garza asked if there was a team name and if there will be branding at the stadium. Mr. Grueser acknowledged they had no name yet, but the Lansing Soccer Club LLC is the legal name, in addition there will be branding at the stadium because they want it to be known as a two sport club field. Council Member Jackson asked what this would do to the City revenue and bottom line. Mr. Grueser acknowledged that it has been 23 years since the Luginuts came to town and this past year their attendance was at 323,000. They are estimating 4,000 per game average, and used that in their figures to be conservative. Council Member Spitzley asked if this would still fall under LEPFA and was told the agreement with LEPFA will stay the same. She then asked if it will impact the subsidies that the City provides. Mayor Schor answered that his Administration will navigate it in the budget, because the costs will not come until next fiscal year, and any costs before that will be minor and LEPFA will absorb that cost before next fiscal year. Council Member Hussain asked for details on how this would impact other areas of the City. Mayor Schor confirmed they have spoken about a future youth soccer team, and matching the USL D3 players with youth soccer, readily spending time in the community. Council Member Jackson referenced the lease recommending they amend it to add in under Article 5 that the players will do community services. Council Member Hussain asked Mr. Grueser if there was a practice facility located, and Mr. Grueser acknowledged they did not have one identified, but long term planned for a training location in conjunction with the youth club facility. Council President Wood asked if there was a list of improvements they plan for the stadium and if so that it be brought to the October 1, 2018 Committee meeting. Mr. Grueser confirmed they had a list of ongoing projects and will bring that. Council President Wood encouraged the club to house their players and coaches in the City limits of Lansing. Mr. Grueser confirmed they will

make every attempt, but at this time are not sure where and it could depend on the partnerships they find.

Council President Wood then asked the Mayor to provide an update on the Hope Soccer Complex, at which the Mayor stated he did not have an update at this time, but when they have an update they will update council. Council Member Spitzley reminded the Administration that Council had worked with Hope Soccer Complex with their intentions to work with the schools and they have not done that.

Council President Wood reiterated that the Committee will go through the agreement line by line on October 1st and any questions should be sent ahead of time to Council staff.

DISCUSSION/ACTION

RESOLUTION – Issuance and Sale of 2018 Michigan Transportation Fund Bonds

Ms. Bennett informed the Committee that this resolution was for action on the MTF Bond that was before the Council a few weeks ago. The other bond, refund bond, does not need this action. This resolution would meet the requirement of a notification to the public.

MOTION BY COUNCIL MEMBER WASHINGTON TO APPROVE THE RESOLUTION FOR THE 208 MICHIGAN TRANSPORTATION FUND BONDS. MOTION CARRIED 8-0.

Ms. Bennett then updated the Committee on the sales of the bonds mentioned earlier, MTF and Refund Bond. They were held September 12th, and the MTF Bond went at 3.5% interest rate, and with the premium on the bond so they paid more, so terms of the interest cost 2.1% and favorable. In both bond sales there were 6 bids. Regarding the refunding bonds/parking bonds the City was projecting a \$450,000 savings over the remaining 11 years and came out at a \$490,000 savings. With the different maturity, it will be 2.0% in the early years and 4.0% in the later years creating an average of 2.727%.

RESOLUTION – Support of Establishment of an Independent Citizen's Redistricting Commission

Council Member Spadafore referenced the resolution which was distributed at the last Committee meeting. It was confirmed the resolution was approved by the City Attorney office also.

MOTION BY COUNCIL MEMBER SPADAFORE TO APPROVE THE RESOLUTION TO SUPPORT THE ESTABLISHMENT OF AN INDEPENDENT CITIZEN'S REDISTRICTING COMMISSION.

Council President Wood noted that with this they would not be taking a position on the ballot proposal but on the redistricting. Council Member Spitzley clarified it that it would not be on the redistricting, but on the establishment of an Independent Redistricting Commission, and Council President Wood confirmed. Council Member Spadafore added that this Commission supports a lot of the concepts stopping gerrymandering.

Council Member Jackson stepped away from the meeting at 6:41 p.m.

Mr. Smiertka noted for the Committee and public that the Campaign Finance Act does not allow for support or opposition of ballot proposal, but as a policy making body, Council can take a position on policy matters, and this resolution is aimed at policy.

MOTION CARRIED 7-0.

RESOLUTION– Fiscal Year 2019/2020 Budget Policies and Priorities

Council Member Jackson returned to the meeting at 6:44 p.m.

Council President referenced the recent version which included the green highlighted suggestions from law and the yellow highlighted sections from Council Members at the last meeting. It was also noted there were recommendations from the Board of Public Service that were presented last year that they were asking for again. Lastly, Council President Wood referred the Committee to the document submitted at the meeting by Council Member Jackson with his four (4) suggestions.

Council Member Jackson referred to his first recommendation, asking it to be added to page 4 (7) to earmark specific funds away from the annual funds. The Committee agreed to add “and how to increase funding.” to the item. Item #2 on Council Member Jackson’s recommendation was added to page 5 as I. e) “Funding through HRCS for a G.E.D. Program that targets lower income areas.” Item #3 was added to page 5, (5) “and encourage employment of Lansing residents”. Regarding item #4, it was determined it reflected what was also stated in the Board of Public Service recommendations, so those were added in whole.

Council Member Washington asked for a correction to her recommendation on page 8, (13) to include “funding to implement”.

Council Member Spadafore acknowledged that at the last meeting he asked the Council Internal Auditor for costs, and provided the following information:

Community Policing Officer - \$120,000.00

Support Staff for Code Compliance - \$75,000.00

Code Enforcement Officer - \$105,000.00/each

Street Sweeping - \$30,000 and \$135,000 annually

Council Member Dunbar asked for the report to be provided to the rest of Council and asked for a breakdown of each priority for the future Budget Priorities so the Council has a cost section to see how it will impact the budget.

Council Member Hussain stated to the Mayor that Council was promised they would look line by line on the next budget that this priorities are going towards, and he hopes they do. He then asked Mr. Brewer if the figures were one year or multiple. Council President Wood asked that the breakdown also include the revenue that Code Compliance will be generating. Mr. Brewer stated the costs were per the information he was provided from the Administration projecting for the upcoming FY, noting fringe benefits were not included, and were estimates.

MOTION BY COUNCIL MEMBER HUSSAIN TO APPROVE THE RESOLUTION FOR THE FY 2019-2020 BUDGET PRIORITIES WITH THE CITY ATTORNEY RECOMMENDATIONS, RECOMMENDATIONS FROM THE LAST MEETING BY COUNCIL MEMBER SPADAFORE, WASHINGTON, GARZA AND WOOD., THE RECOMMENDATIONS FROM COUNCIL MEMBER JACKSON AND THE PUBLIC SERVICE BOARD REQUEST. MOTION CARRIED 8-0.

Other:

Council Member Spitzley expressed a concern on recent complaints she received that residents’ taxes were late and they were being penalized because the City changed their P.O. Box to mail payments to and the residents were not notified. Council President Wood confirmed she too had gotten complaints about a resident who mailed her mailed in the envelope that was with the taxes however it had the wrong address on it, and Council Member Washington also received complaints. Mayor Schor said they were aware of it, and they did

change P.O. boxes, but if the banks mailed their payments to the old box, a P.O. Box does not have a forwarding order. Mayor Schor then acknowledged he would be open to consider waiving penalties and fines, under the State law that states they can. He assured the Council they are working on a plan to address the issue.

ADJOURN

The meeting was adjourned at 7:08 p.m.

Respectfully Submitted by,
Sherrie Boak, Recording Secretary
Lansing City Council
Approved by the Committee on

CITY of LANSING

INTEROFFICE COMMUNICATION

TO: Stephanie Robinson, CPPB, Senior Buyer

FROM: Brett Kaschinske, Parks and Recreation Director *Brett Kaschinske*

RE: RFP/18/088 Reissue – Sale of Cooley-Haze House

DATE: September 11, 2018

The City of Lansing received two proposals in response to the August 23, 2018 public request for proposals for the sale of the Cooley-Haze house, 213 W. Malcom X Street, Lansing.

The two offers received were from Joseph Vitale, 227 N. Sycamore Street, Lansing in the amount of \$20,000.00 and the other was from Kathy Krafft, 605 Cass Avenue, Jackson in the amount of \$10,000.00.

The subcommittee, consisting of Veronica Gracia-Wing, Paulette Carter-Scott and Cassandra Nelson, along with Parks Director, Brett Kaschinske and Stephanie Robinson, Senior Buyer met to review the two proposals are pleased to recommend the attached proposal submitted by Joseph L. Vitale, with a purchase price of \$20,000 and adherence to the restrictive covenant associated with the transfer.

Vitale intends to both rehab the building according to historical standards and relevance and then to open, own and operate a public building material salvage retail store and educational learning area. Items of note:

- The proposed buyer indicates a fairly aggressive timeline for closing, winterization, preliminary internal and external repairs and rehabilitation and finally, opening of the retail store, all projected by August of 2019, pending closing and Board of Water and Light substation project timelines.
- Vitale anticipates requesting re-zoning the parcel and is open to negotiation with regard to closing costs associated with the sale.
- Vitale served on the Historic Properties Subcommittee until June of 2017, recusing himself after identifying possible interest in the property and before a final recommendation was made as to the property's disposition.

Vitale's proposal meets and exceeds the RFP's stated goal of preserving the structural and cultural qualities of the property and specifically the structure on the property. Additionally, the proposed retail store is an attractive cultural asset for Lansing residents and has the potential to become a regional resource and destination.

If you require any additional information, please do not hesitate to contact me.



Andy Schor, Mayor

CITY OF LANSING
PURCHASING OFFICE
1110 S. Pennsylvania Ave.
Lansing, Michigan 48912
(517) 702-6197 / FAX (517) 702-6042
<http://www.lansingmi.gov/purchasing>

June 1, 2018

**REQUEST FOR PROPOSAL
RFP/18/088
SALE OF COOLEY HAZE HOUSE REISSUE**

The City of Lansing officially distributes all Purchasing documents through the Michigan Inter-governmental Trade Network (MITN) and the City of Lansing Purchasing Office. Our office no longer mails bid documents, notices or addendums to our vendors. To register for the MITN system or access bid information, including addendums, go to www.mitn.info

Proposals marked "RFP/18/088, SALE OF COOLEY HAZE HOUSE REISSUE" will be accepted at the City of Lansing, Purchasing Office, 1110 S. Pennsylvania Ave, Lansing MI. 48912, until 2:00 p.m., local time in effect on August 22, 2018.

Official City issued Proposal form must be returned via U.S. mail, UPS, Fed Ex or in person.

Appointments can be made by contacting Brett Kaschinske, Director, Parks and Recreation Department at 517-483-4233.

Proposal results will **only** be released via email or self-addressed stamped envelopes. Please forward your email request to: stephanie.robinson@lbwl.com

The City of Lansing encourages Proposals from all vendors including MBE/WBE vendors.

The City of Lansing gives preference to Lansing-based job providers in the procurement of all goods and services.

Any contractual or Proposal package questions should be directed to Stephanie Robinson, Purchasing, at (517) 702-6197 or fax (517) 702-6042 or Brett Kaschinske, at (517) 483-4233

Stephanie Robinson CPPB
Senior Buyer

CITY OF LANSING
PURCHASING OFFICE
1110 S. PENNSYLVANIA AVE
LANSING, MICHIGAN 48912

THIS IS NOT AN ORDER
NOTE: If your bid/quotation is not returned and completed on this form, it may not be considered.
Bid/quotation number must appear on outside of return envelope.

REQUEST FOR PROPOSAL # RFP/18/088
REISSUE

FOR: SALE OF COOLEY HAZE HOUSE

DATE: JUNE 1, 2018

PARKS AND RECREATION DEPARTMENT

PROPOSALS DUE 2:00 PM, LOCAL TIME IN EFFECT August 23, 2018

The City of Lansing Purchasing Office is requesting Proposals for the sale of the building and property known as 213 W Malcolm X St. Lansing MI. 48933 per the attached specifications listed below:

ITEM	DESCRIPTION	TOTAL LUMP SUM
A	Building and property located at 213 W Malcolm X St, (near Washington Ave.) Parcel Number 33-0101-21-131-009	\$ 20,000 ⁰⁰

Appointments for viewing can be made by contacting Brett Kaschinske at (517) 483-4233.

The City reserves the right to accept any Proposal, to reject any or all Proposals and to make the award in the best interest of the City.

All vendors shall be current in payment of any taxes, licenses, fees, permits or any other monies due the City of Lansing at time of quote due date as per City of Lansing Ordinance Section 206.02(a)1(G).

Any contractual or Proposal package questions should be directed to Stephanie Robinson, Purchasing, at (517) 702-6197, fax (517) 702-6042. Or Brett Kaschinske at (517) 483-4233

FEDERAL I.D.# _____ COMPANY <u>Joseph L. Vitale</u> SIGNATURE <u>JOE L VITALE</u> 9/22/2018 12:41:35 PM EDT PRINTED NAME <u>Joseph L. Vitale</u> TITLE <u>Owner</u> DATE: <u>08/22/18</u>	ADDRESS <u>227 N. Sycamore St</u> CITY & STATE <u>Lansing, Mi 48933</u> TELEPHONE <u>517-712-4500</u>	NOTE: PROPOSAL results will only be released via email request.
MICHIGAN CIVIL RIGHTS ACT Contractor shall not discriminate in hiring or its terms and conditions of employment on the basis of race, religion, creed, nation origin, color, sex, marital status, age, height, or weight, nor on the basis of handicap except where the same is based on a bona fide job requirement. Neither shall Contractor discriminate in the sales of products or the rendering of services pursuant to this contract on the basis of any of those categories.		

Solicitation Number: RFP/18/088

Solicitation Name: SALE OF COOLEY HAZE HOUSE REISSUE

The City of Lansing Purchasing Office is collecting information regarding the use of the MITN e-procurement system. We are also collecting demographic information regarding woman-owned, minority-owned and Lansing based business. This form will not be used during the evaluation of bids or proposals. You may return this sheet, which is voluntary, with your submittal or shortly thereafter. Please, do not staple this to your Proposal document.

I. **Where did your firm receive of this solicitation?** Please check all that apply.

☒ City of Lansing Purchasing Web Page <http://www.mitn.info>

☐ City of Lansing Purchasing Office

☒ Other, please list:

Cooley Haze Facebook page

II. **Demographic Information:**

Is your ~~firm~~ located or have a business office within the corporate city limits of Lansing
yes ☒ no ☐

III. **Company Information**

Federal Tax ID Number _____

Joseph L. Vitale

Firm Name

227 N. Sycamore St

Address (Street, City, State, ZIP)

Lansing Mi 48933

Phone Number

Fax Number

Joe Vitale

Web Site Address

Contact Person

Thank you for your participation.

BACKGROUND

On November 7, 2017, the City of Lansing put a question to its electorate as follows:

Shall the City of Lansing be authorized to sell, or otherwise dispose of the Cooley-Haze Property that is the physical structure formerly known as the Michigan Women's Historical Center with a historic preservation covenant?

The question passed in the affirmative. As a result, the City of Lansing Parks and Recreation Department seeks to conditionally sell the Cooley-Haze House, to avoid further deterioration of the Property, which is in the best interest of the Property's cultural and structural preservation.

It is the intent of the City that by selling the Property, it can be put to good use by a local individual or organization and that the historic structure on the Property, the Cooley-Haze House, can be preserved and maintained without further expense from the City. To this end, any transfer of the Property will be subject to a restrictive covenant, detailed below, requiring that the exterior of the structure on the Property be maintained and remain unchanged in appearance.

This Request for Proposals is for a parcel commonly known as 213 W. Malcolm X Street, Lansing, MI 48933, more particularly described as:

LOT 20 BLOCK 177 ORIG PLAT, CITY OF LANSING, INGHAM COUNTY,
MICHIGAN,

Tax Parcel Number: 33-01-01-21-131-009

SUBMITTALS:

- Completed application.
- The successful applicant will be required to provide full payment for the Property prior to sale.
- The successful candidate will be required to enter into a "Property Structure Purchase Agreement" with The City of Lansing, which it will provide, among other things, that:
 1. The Property is being acquired "As is" and without warranty, (except warranty of title and that it will be free and clear of liens),
 2. The Property is being acquired with a Declaration of Covenants and Restrictions and will be enforced according to the Declaration sections and agreements below.
 3. The purchase is for the structure and underlying real estate.
 4. All risk of loss shifts to the purchaser at closing,
 6. Purchaser shall agree to indemnify, defend and hold the City of Lansing harmless from and against any liability or damage arising directly or indirectly from the purchase or renovation of the Property.

Each potential Owner must also give responses to the following questions and requests, for review by the City of Lansing Parks Department/Cooley-Haze RFP committee:

1. What is your (or your organization's) intended purpose with the Property if awarded the right to purchase?

See Attached form

2. Provide a compelling reason why you (or your organization) should be selected to purchase the Property.

3. What is your (or your organization's) philosophy or approach to historic preservation and your experience and understanding of the United States Department of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings?

4. Provide a profile of yourself (or your organization).

EVALUATION CRITERIA

Terms of Negotiation and Transfer

The designated Cooley-Haze RFP Review Committee will evaluate all submitted proposals against the goal of preserving the structural and cultural qualities of the Property and specifically the structure on the property known as the Cooley-Haze House. Potential purchasers may be asked to participate in an in-person interview for further evaluation.

The City of Lansing, its Parks Department, and the Cooley-Haze RFP Review Committee reserve the sole right and discretion to terminate or extend the period of review if necessary. After the application process is opened, one or more proposals may be selected for review. Once a potential purchaser has been selected, the City will enter into negotiations toward reaching a mutually agreeable Purchase Agreement.

THE CITY OF LANSING, ITS PARKS DEPARTMENT, AND THE COOLEY-HAZE RFP REVIEW COMMITTEE ARE NOT LIABLE FOR ANY COSTS INCURRED BY ANY POTENTIAL PURCHASER PRIOR TO SUCCESSFUL COMPLETION OF NEGOTIATIONS AND EXECUTION OF THE AGREEMENT OR PRIOR TO CLOSING ON THE SALE AND PURCHASE OF THE PROPERTY.

Notwithstanding the identification of a proposed purchaser for the purpose of further negotiations, such selection does not constitute acceptance of the proposal.

RESTRICTIVE COVENANT FOR PROPERTY AND COOLEY-HAZE HOUSE

Any sale of the property will be subject to the following restrictive covenants, which will be stated in the Purchase Agreement, and in the recorded Deed of Transfer as follows:

This conveyance is subject to Lansing City Council Resolution #2018-____, easements, encumbrances, restrictions and agreements of record, matters of survey and all applicable building and use restrictions, and zoning ordinances, if any, affecting the Property, including:

This conveyance is made for the express purpose that the described property and the historic structure on the property, known as the Cooley-Haze House, be preserved and maintained by grantee, its successors and assigns, in their current form for a period of not less than Thirty (30) Years from the date of this conveyance. Specifically, grantee, its successors and assigns, may not:

- alter, modify, or change the exterior or façade of the Cooley-Haze House, including but not limited to the exterior walls, siding, windows, doors, elevations, roofs, rooflines, chimneys, and all exterior structural features, unless done with written authorization from the City of Lansing Planning Department and consistent with the United States Department of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings as they exist at the time of this conveyance;*

- *demolish, remove, deconstruct, or move the Cooley-Haze House unless such action has been approved in writing by the City of Lansing Planning Department as necessary for the safety, health, and welfare of the public, and is done consistent with the United States Department of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings as they exist at the time of this conveyance; or*
- *do or cause to be done any surface mining, extraction of any oil, gas, or other minerals or natural resources from any part of the Property.*

In the event the grantee, its successors and assigns, violates this express purpose, or engages in any of the prohibited activities listed above, then the title to the property hereby conveyed shall automatically revert to the grantor, its successors and assigns, and grantor shall retain all legal and other equitable remedies under the law for damage done by said violation or engagement in prohibited activity by grantee, its successors and assigns.

PROPOSAL

Proposal for center structure, only, located at: 213 W Malcolm X Dr.

PROPOSAL LUMP SUM PRICE: \$ 20,000⁰⁰

Twenty-thousand dollars ^(Figures) 00/100 Dollars
(Spell out in words)

If submitted by an organization or company, please complete the following:

Name: _____

Address: _____

Attention: _____

Telephone: _____

Fax: _____

Email: _____

Submitted by:

Name: _____

(Please print)

Signature: _____

(Authorized Agent of the Organization/Company)

Title: _____

Date: _____

Witness: _____

Date: _____

✶ If submitted by an individual please complete the following:

Name: Joe L. Vitale

(Please print)

Address: 227 N. Syamore St

Lansing, Mi 48933

Telephone: _____

Fax: _____

Email: Joe@CB-HB.com

DATE 08/22/18

REQUEST FOR PROPOSAL
RFP/18/088

Please complete Section I and Section II.

Section I

PROPOSAL AND AWARD

Initial: JLV

The undersigned, having become thoroughly familiar with and understanding the entire quote documents attached hereto, agrees to provide the services as specified herein, for the total fees as stipulated herein, subject to negotiation.

I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have authority to submit this proposal which will become a binding contract if accepted by the City of Lansing. I hereby state that I have not communicated with, nor accepted anything of value from an official or employee of the City of Lansing that would tend to destroy or hinder free competition.

I hereby state that I have read, understand and agree to be bound by all the terms of this proposal document.

Please initial next to Proposal and Award, sign Section II and submit with your response to this solicitation.

Section II

SIGNATURE

SIGNED: Authentisign
JOE L VITALE
8/22/2018 12:41:33 PM EDT NAME: Joe L. Vitale

TITLE: Owner DATE: 08/22/18

FIRM NAME: Joe L. Vitale

FEDERAL TAX ID NUMBER: _____

ADDRESS: 227 N. Syamore St Lansing Mi 48933
(Street) (City) (State) (Zip)

PHONE: _____ FAX: (____) _____

EMAIL ADDRESS: Joe @CB-HB.com

Answers to Questions 1-4

From: Joe Vitale joe@cb-hb.com
Subject: Answers to questions - please copy and paste into word
Date: August 22, 2018 at 12:40 PM
To: Thelma Louise Bignell thelmalouise@cb-hb.com

JV

1. My intention with this property, if awarded the opportunity to purchase, is to revitalize it and make it look as it did shortly after it was built. Over the last several years this building's maintenance has been neglected, due to lack of available funds to properly maintain. This is one of the few remaining homes on the street that are in its original location, and in addition to adhering to the historical covenant, my goal is to have this placed on the National Historic Registry and also make this home a Local Historic District. Those combined designations will ensure the security and stability of this house for generations to come.

Work that needs to be done includes: extensive exterior grounds work, siding and wood repair, scraping, painting and reglazing of windows. Once that is complete, the interior work will begin. Electrical will need to be assessed and any repairs made. It appears that there will need to be new boilers installed and also new AC condenser units. We will then assess the plumbing situation and make appropriate repairs. All of this work will be done with licensed contractors with a work permitted through the city.

When this work is completed we will be ready to begin utilizing the space. The concept to be utilized in the space is that of a architectural and building material salvage retail store and educational learning area. I have had early conversations with the Ingham County Land Bank Chair, Historic Preservation Network President, Preservation Lansing President, and a member of the historic counsel. All of these individuals feel that there is a need for this type of facility, and materials available from demolition and home remodel that could be both harvested and donated from individuals and government entities. Grant money is available to help people learn how to reglaze windows, restore plaster, restore wood work. We will have the skills and the space available to help homeowners in Lansing and historic preservationist learn skill sets that they can take into the community.

It will be open on a regular scheduled basis, and also available by appointment.

2. Currently this home is sitting and not being utilized. To utilize this building there has to be a business opportunity that will bring people to this location, and further enhance the location. Due to parking, location next to industrial use, and non-ease of access, this needs to be a destination type business. This business proposed will create a destination for people. It will also serve a need that is not being met in the Tri-County area. As people continue to invest in downtown and areas where historic buildings are present, having this type of resource for both the learning opportunity and materials, will further the growth of residential living and revitalization in these properties. It is very difficult to find wood trim, matching doors, time period fixtures locally.

Each room in the house will be set up with a different focus on materials. There will be varying degrees of finishes on the materials and opportunities to show the customer what they can do with the material available. For example, we can have a piece of trim represented with four or five different stain finishes applied. We can also go into a greater detail about where their house is located when it was built what style it is and what may be the most appropriate type of finish. If they already have the matching trim in place, it will be easy to buy in the length needed.

3. I have renovated over 40 homes in the Greater Lansing Area. All of them have been historic in one way or another and many built in the late 1800s and early 1900s. The majority of them are licensed rentals with the City of Lansing. When it applies to the standards, it's very important to use like type materials for that time period. Since all of the materials are generally still on the house, it will be very easy to match and duplicate. Hardwood will need to be reinstalled with hardwood, wood windows will need to be replaced and reworked and maintained as wood windows. Preservation Lansing and the Michigan Historic Preservation Network have both offered graciously to be involved in the process, which I would fully utilize.

4. I am a 39-year-old Lansing resident. I graduated from Michigan State University in 2001 with a bachelors degree in business and finance. I am a real estate broker with Coldwell Banker Hubbell Briarwood, and have been doing so for 18 years. I own 27 properties in Greater Lansing, all under my management. I have been appointed by the mayor to sit on the Lansing demolition board, and have been doing that for two years now. I have been passionate about Lansing for the last decade, and that's why I choose to live in Lansing. I feel that this house needs a vision, and I have represented my vision many times over on the different properties I've impacted.

I thank you in advance for the review of my proposal, and I genuinely hope to be able to be the next steward of this amazing property.

Thanks!

Joe



Sprint LTE

8:56 AM

69%

 myequity.com myEQUITY Home > Account Activities

Account Activities

Selected Account



Account Summary

As of 08/22/2018

Account Number

Account Type

Asset Value

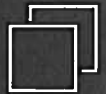
Cash Balance

Cash Available

Total Account Value

Feedback

Scheduled Transactions



Thanks!

Joe



Joe Vitale, CRS, GRI, ABR, EPro
Associate Broker

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

WHEREAS, the City of Lansing is the owner of real property commonly known as the Cooley-Haze House, formerly known as the Women's Historical Center (the "Property") located at 213 W. Malcolm X Street, Lansing, Michigan and legally described as: LOT 20 BLOCK 177 ORIG PLAT, CITY OF LANSING, INGHAM COUNTY, MICHIGAN.

WHEREAS, sale of the Property is in the best interest of the City because the City will no longer incur the expenses associated with maintaining the Property; and

WHEREAS, the Park Board met and approved placing the sale of the Property on the ballot for consideration by Lansing voters at its meeting on June 14, 2017; and

WHEREAS, the electors of the City of Lansing on the November 7, 2017 ballot voted and approved to sell the physical structure known as the Cooley-Haze House currently located on the parcel of property located at 213 W. Malcolm X Street in Lansing; and

WHEREAS, the City published Request for Proposal 18-088 to purchase the Cooley-Haze house on March 29, 2018 with no response and again on June 6, 2018 which generated two proposals; and

WHEREAS, the proposal that was best able to maintain the historic value of the Cooley-Haze house was received from Joseph L. Vitale, whose address is 227 North Sycamore Street, Lansing, MI 48933, for purchase in the amount of Twenty Thousand Dollars (\$20,000.00), subject to the terms of the Request for Proposal.

NOW, THEREFORE BE IT RESOLVED that City Council approves of the sale of the Cooley-Haze House, legally described as:

LOT 20 BLOCK 177 ORIG PLAT, CITY OF LANSING, INGHAM COUNTY,
MICHIGAN

Tax Parcel ID: 33-01-01-21-131-009

to Joseph L. Vitale, for Twenty Thousand Dollars (\$20,000.00), subject to the restrictions on transfer as set forth in Request for Proposal 18-088.

BE IT FURTHER RESOLVED that the Mayor, on behalf of the City, is hereby authorized to sign and execute all documents to complete the transaction, subject to prior approval as to content and form by the City Attorney.

BE IT FINALLY RESOLVED, any net proceeds from the sale of the Property will be used for improvements in the City of Lansing park and recreation system.

STADIUM SOCCER LICENSE
AGREEMENT

By and Between

LANSING SOCCER CLUB,
A DELAWARE LIMITED LIABILITY COMPANY

and

CITY OF LANSING

(2018)

TABLE OF CONTENTS

ARTICLE I. RECITALS AND CONDITIONS PRECEDENT	1
A. Recitals.....	1
B. Conditions Precedent.....	1
ARTICLE II. DEFINITIONS	2
ARTICLE III. TERM AND TERMINATION.....	9
A. Term of Agreement	10
B. Termination of Agreement	10
ARTICLE IV. CITY'S OBLIGATIONS	10
A. Stadium.....	10
B. Stadium Maintenance.....	11
C. Security.....	12
D. Food and Beverage Concessions Equipment.....	12
ARTICLE V. LSC'S OBLIGATIONS	12
A. LSC Home Soccer Games.....	12
B. LSC Special Events.....	12
C. Stadium Services.....	12
ARTICLE VI. CONCESSIONS	13
A. Concessions Manager.....	13
ARTICLE VII. NAMING RIGHTS	13
A. Stadium Naming Rights.....	13
B. Stadium Name.....	14
C. Field Naming Rights.....	15
D. Field Name.....	15

ARTICLE VIII. STADIUM USE	15
A. LSC's Rights and Obligations.....	15
B. The City's Rights and Obligations.....	17
C. City Events.....	18
D. Mutually Sponsored Events.....	18
E. Banquet Center.	19
ARTICLE IX. SCHEDULING	20
A. Proposed LSC Schedule	20
ARTICLE X. MARKETING AND PROMOTION.....	20
ARTICLE XI. ADVERTISING.....	21
A. Permanently Affixed Stadium Signage, Scoreboard Advertising, Luxury Suites, Expandable Luxury Suites, and Host Suites.	21
B. The City's Advertising Rights and Responsibilities Advertising for LSC Events.	21
C. Sponsorships.....	21
ARTICLE XII. BROADCAST RIGHTS	21
A. Broadcast Rights.....	21
ARTICLE XIII. UTILITIES	22
ARTICLE XIV. FINANCIAL TERMS	22
A. LSC's Rights and Obligations.....	22
B. City's Rights and Obligations	24
ARTICLE XV. EQUIPMENT AND FIELD CONVERSION	25
A. LSC's Obligations.....	25
B. City's Obligations	25

ARTICLE XVI. COVENANTS	26
A. LSC's Covenants.....	26
B. City's Covenants.	29
ARTICLE XVII. INDEMNIFICATION AND INSURANCE.....	29
A. Indemnification.....	29
B. Insurance Policies	29
ARTICLE XVIII. DESTRUCTION OF STADIUM	30
A. Partial Destruction.	30
B. Reduction in Payment.....	30
C. Assistance of the City in Locating a Temporary or Permanent Alternate Facility.	31
ARTICLE XIX. CONDEMNATION.....	31
ARTICLE XX. FORCE MAJEURE	31
ARTICLE XXII. ASSIGNABILITY AND TRANSFERABILITY.....	32
ARTICLE XXIII. TERMINATION UPON DEFAULT	32
ARTICLE XXV. MISCELLANEOUS	33
A. Anti-Discrimination.....	33
B. Governing Law.	33
C. Entire Agreement.....	33
D. Authority.....	34
E. Costs and Attorney Fees.....	34
F. Mutual Dependency and Severability.	34
G. Notices and Addresses.....	35
H. Amendment, Modification, or Alteration.....	35
I. Rights and Remedies Cumulative.	36

J.	Time is of the Essence.....	36
K.	Counterparts.....	36
L.	Headings Only for Reference.	36
M.	Valid Delaware Limited Liability Company.	36
N.	Prohibition Against Food and Beverage Being Brought Into the Stadium.	36
O.	Status of Parties.	37
P.	Waiver.....	37
Q.	Improvements.	37
R.	Waste or Nuisance.	37
S.	Binding Effect.....	37
T.	References to the City.....	38
U.	Exhibits.	38
V.	LSC's Property Loss and Damage.....	38
W.	Employee Status.	38
X.	Judicial Relief In The Event Of Termination Actions.	38
Y.	Property Remaining in the Stadium After Termination or Expiration of the Agreement.	39
Z.	Dispute Resolution Review Board.	39
TMO WAIVER OF POTENTIAL CONFLICTS, CLAIMS, AND BREACH		i

STADIUM SOCCER LICENSE AGREEMENT

This Stadium Soccer License Agreement ("Agreement") is made and entered into this _____ day of _____, 2018, by and between Lansing Soccer Club, LLC., a limited liability company organized and existing under the laws of the State of Delaware ("LSC"), and the City of Lansing, a municipal corporation organized and existing under the laws of the State of Michigan (the "City") (LSC and the City shall be referred to herein collectively as the "Parties," or singularly as "Party").

ARTICLE I. RECITALS AND CONDITIONS PRECEDENT

A. Recitals.

LSC owns a USL D3, a United Soccer League Division Three Club, (the "Club") in the United Soccer League (the "League"), the value of which is approximately six million dollars (\$6,000,000) and for which it will incur expenditures for players, travel expenditures and other soccer related expenditure in the approximate annual amount of one million two hundred eighty-four thousand dollars (\$1,284,000), which may increase from year to year; and

LSC desires to establish and maintain its location for the playing of Club soccer games in Lansing, Michigan in connection with its franchise in the League; and

The City intends to license the use of the Stadium to LSC for certain portions of the year under the terms and conditions of this Agreement.

B. Conditions Precedent.

It shall be a condition precedent to City's obligations in this Agreement that:

- a. LSC has provided the City with written documentation of ownership of a franchise for the Club in the League to be located in Lansing, Michigan.

b. LCS has delivered to the City its ticket manifest for the first year of this Agreement, as referenced in Article XIV, and the City has not stated an objection in writing to such manifest within ten (10) days of its receipt.

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt of which is mutually acknowledged, LSC and the City agree as follows:

ARTICLE II. DEFINITIONS

As used in this Agreement, the following terms shall mean:

A. “Annual Soccer Service Credit” defined herein in Article XIV.

B. "Banquet Center" shall mean dedicated indoor event space in the leftfield area of the Stadium, containing a maximum seating capacity of one hundred and fifty (150) on the second floor.

C. "Broadcast Rights" shall mean the exclusive worldwide right, on a live or delayed basis, to produce and distribute programming by means of the transmission or retransmission of electronic signals by any manner or means now known or hereafter devised including, without limitation, over-the-air VHF and UHF signals, cable (basic, premium and pay-per-view), multi-channel distribution systems, wire, fiber, microwave, satellite, master antenna and direct broadcast satellite, as well as recorded visual images with or without sound, including, but not limited to, photographs, films, videotapes and cartridges.

D. "Clubhouse" shall mean the single space containing seating capacity not to exceed sixty persons outdoors and seventy three persons indoors (or as otherwise established by the Lansing Fire Marshall), and containing a single full service bar.

1 E. "Clubhouse Paid Admission Ticket" shall mean the right granted in consideration for
2 monetary remuneration to any person to enter the Clubhouse on the day of a LSC Home
3 Soccer Game, whether or not that right is exercised. It does not include a Paid Admission
4 Ticket, except for the purpose of Article XIV (B) calculations. A Clubhouse Paid
5 Admission Ticket may be sold separately or in conjunction with Paid Admission Tickets
6 in packages or otherwise. A Clubhouse Paid Admission Ticket may be sold on the same
7 ticket (the physical ticket) as a Paid Admission Ticket, as reflected in the price of the ticket.

8 F. "Complimentary Admission(s)" shall mean the right granted to any person to enter the
9 Stadium on the day of a LSC Home Soccer Game for which no monetary remuneration is
10 given. Complimentary Admission(s) shall include, but not be limited to, press passes, staff
11 passes, league passes, player passes and complimentary tickets, as well as the right of
12 access granted to LSC employees and personnel. Complimentary admissions shall not be
13 provided for the Clubhouse, Expandable Luxury Suites, Banquet Center (The View) and
14 Pepsi Porch.

15 G. "Environmental Laws" shall mean all applicable environmental laws (whether statutory,
16 common law, or otherwise), rules, regulations, orders, permits, licenses, ordinances,
17 judgments and decrees of all governmental authorities (whether federal, state, local or
18 otherwise), including, without limitation, all laws regarding public health or welfare,
19 environmental protection, water and air pollution, composition of products, underground
20 storage tanks, Hazardous Materials, occupational health and safety, and/or nuisance,
21 trespass, and negligence.

1 H. "Expandable Luxury Suites" shall mean those five (5) Luxury Suites that are separated by
2 nonpermanent wall partitions so that each suite may be rented separately or in combination
3 with other such suites.

4 I. "Food and Beverage Concessions" shall mean all food and beverage (both alcoholic and
5 non-alcoholic) products and services required or appropriate for, and sold or provided at,
6 any and all Stadium Events, whether through fixed or portable stands, machines or vendors,
7 including but not limited to, dining, Luxury Suite waitperson service, catering, concessions
8 vending, vending machines, roving vendors, snack bars and any other food or beverages
9 served at the Stadium.

10 J. "Game Promotion" shall mean any attraction, performance, exhibition or event that is
11 conducted at or around the Stadium immediately before, during or immediately after a LSC
12 Home Soccer Game and that is designed to increase attendance at such games. The Parties
13 agree that Game Promotions shall include, but not be limited to, fireworks, musical groups,
14 soccer related contests, costumed characters, give-a-way items and other similar attractions.
15 LSC further agrees to provide to the City, at LSC's earliest opportunity, notice of its intent to
16 employ such Game Promotion and any costs related thereto.

17 K. "Gross Ticket Revenue" shall mean that amount which is the product of the ticket price
18 (average ticket price for LSC Home Soccer Games during the applicable year) multiplied
19 by the number of Paid Admission Tickets as defined herein.

20 L. "Hazardous Materials" shall mean any hazardous or toxic wastes, pollutants or
21 contaminants, substances or materials, including, but not limited to any radioactive

1 substances, hydrocarbons, industrial solvents, flammables or explosives, waste or used oil,
2 any "toxic, hazardous or contaminated substance" prohibited, limited or regulated under
3 the Comprehensive Environmental Response, Compensation and Liability Act, as
4 amended, 42 U.S.C. subsections 9601 et seq. ("CERCLA"), or the Resources Conservation
5 and Recovery Act, as amended, 42 U.S.C. subsections 6901, et seq., or in the United States
6 Department of Transportation Hazardous Materials Table, as amended, 49 C.F.R. 172.101,
7 or under any applicable federal, state or local statutes, regulations and ordinances, and any
8 other substances or material which could presently or at any time in the future cause a
9 detriment to or impair the value or beneficial use of the Stadium or constitute or cause a
10 health, safety or environmental hazard on or off the Stadium or to any person who may
11 enter the Stadium or surrounding property or which may require remediation at the behest
12 of any governmental authority.

13 M. "Host Suites" shall mean one (1) LSC suite and one (1) City suite.

14 N. "LEPFA" shall mean the Lansing Public Facilities and Entertainment Authority.

15 O. "LSC Home Soccer Game" shall mean a home game of the Club, as the phrase is used
16 throughout this Agreement, and shall mean all those soccer games at which the Club is a
17 participant, including pre-season, exhibition, regular season, post-season and play-off, and
18 postponed or rescheduled games and other games arranged, approved and regularly scheduled
19 by the United Soccer League, its successors or assigns and scheduled to be played in the
20 territory for which the Club holds a franchise of the United Soccer League, its successors or
21 assigns, except that any such game or games the playing of which in the Stadium is excused
22 under other provisions of this Agreement shall not be deemed a home game or games.

1 P. "Luxury Suites" shall mean those eighteen (18) suites each having a seating capacity of
2 ten (10) persons outdoors and each containing a wet bar. The Luxury Suites include all
3 suites except the Host Suites and Clubhouse.

4 Q. "Marketing Payments" shall mean the marketing payment set forth in Article X.

5 R. "MSU" shall mean Michigan State University.

6 S. "Naming Rights Suite" shall mean the suite(s) occupied by the parties which have
7 purchased the Stadium Naming Rights or the Field Naming Rights.

8 T. "Novelties and Souvenirs" shall mean any product, item, device, souvenir, novelty,
9 supply or other personal property. Novelties and Souvenirs shall include but not be
10 limited to, soccer caps and hats, soccer balls, soccer shirts, programs, souvenir books and
11 other related products which bear, contain or display the logo, trademark, trade name or
12 design of the LSC, any USL club, any team of any league which is a member of the USL
13 or any other professional soccer team.

14 U. "Paid Admission Ticket" shall mean the right granted in consideration for monetary
15 remuneration to any person to enter the Stadium through the Stadium's turnstiles on the day
16 of a LSC Home Soccer Game, whether or not that right is exercised, and includes a Clubhouse
17 Admission, Expandable Suites, Banquet Center, and Pepsi Porch ticket for the purposes of
18 Article XIV (B) calculations.

19 V. "Permanently Affixed Stadium Signage" shall mean all advertising signage at the Stadium
20 whether flat, backlighted or otherwise, that is permanently affixed to any interior portion of
21 the Stadium including, but not limited to, the outfield fence(s), the concourse, the dugouts,

1 and on or attached to any structure within the stadium. Permanently Affixed Stadium Signage
2 shall specifically exclude only Scoreboard Advertising.

3 W. "Premium Ticket" shall mean any Paid Admission Ticket that is priced and sold for the
4 Expandable Luxury Suites, Clubhouse, Pepsi Porch and Banquet Center (The View).

5 X. "Regular Season" shall mean those professional soccer games that are played in any calendar
6 year by and between the League franchise members or members of any successor to the
7 League pursuant to scheduling by and at the direction of the League or any successor to the
8 League excluding pre-season, spring-training, exhibition, all-star, post-season or playoff
9 games.

10 Y. "Scoreboard Advertising" shall mean any and all advertising affixed to or displayed on the
11 Stadium scoreboard, including video and message center advertising.

12 Z. "Stadium" shall mean the stadium located in the City of Lansing at the north side of Michigan
13 Avenue between Cedar and Larch streets, and its playing field. Stadium shall include only
14 the structure and Stadium units within the perimeter of the walls of the Stadium and field or
15 berm fences and shall not include contiguous parking and/or real property upon which the
16 Stadium does not sit.

17 AA. "Stadium Event" shall mean any TMO Home Baseball Game, TMO Special Event, City
18 Event, Mutually Sponsored Event, and/or LSC Home Soccer Game.

19 BB. "Stadium Services" shall mean and consist of the following:

- 20 a. Facility Services. The operation and staffing of the Stadium scoreboard, the
21 public address system, the box office, security within the Stadium necessary to
22 assure the reasonable safety of attendees, all ticket booths and ushering services,

1 first-aid room, and the opening and closing of the Stadium, and the operation of
2 all Stadium facilities at all Stadium Events.

3 b. Field Preparation. Field preparation in advance of soccer games which shall
4 include, but not be limited to, lining the field, preparation of the un-sodded areas
5 of the field (i.e. sod conversion), installation of soccer related equipment,
6 restoration of the field surface back to professional minor league baseball quality
7 and standards, and such other services needed to fully prepare the field for soccer
8 games and Stadium Events.

9 c. Field and Surrounding Grounds Maintenance. Shall include, but not be limited to,
10 maintenance of the playing field and interior landscaped areas of the Stadium,
11 which maintenance shall include periodic mowing, watering, fertilizing and other
12 chemical treatments required to maintain the field at professional stadium quality
13 and the exterior grounds in an attractive condition, specialized turf care as
14 required, such as aeration and other treatments which are required to maintain the
15 quality of the field as defined herein, recycling requirements, and the maintenance
16 of all unsodded areas of the field.

17 d. Janitorial Services. The cleaning and maintenance of the interior portions of the
18 Stadium during and after all Stadium Events, including the stocking of all
19 restrooms with paper products as required prior to such events, the pick up and
20 disposal of all trash collected from such areas immediately after such events, and
21 any necessary clean-up of trash and debris from public areas within and
22 immediately surrounding the Stadium prior to, and not to interfere with,

subsequent events. All janitorial services provided to the Stadium shall include all action necessary to maintain the areas in a clean and attractive manner and in compliance with all legal requirements, including those related to recycling.

- e. Pre-Stadium Event Preparation. The preparation of the Stadium for any Stadium Event as may be required, including, but not limited to, conversion of the playing field for other athletic events, installation of any supplemental seating equipment, installation of stage or platform equipment and/or temporary lighting that may be required for the Stadium.

CC. "Stadium Souvenir Stores" shall mean those stores located within the Stadium.

DD. "Suiteholder" shall mean that third party patron that leases, licenses or rents the use of a Luxury Suite.

EE. "TMO" shall mean Take Me Out to the Ball Game, Limited Liability Company.

FF. "TMO Agreement" shall mean the Stadium License, Lease, and Service Agreement by and between TMO and the City in July 2014.

GG. "TMO Luxury Suites" shall mean those eleven (11) Luxury Suites that are not Host Suites, the Naming Rights Suites (if any), Expandable Luxury Suites, or the Clubhouse.

HH. "TMO Special Event" shall mean any event that is scheduled by TMO pursuant to the TMO Agreement and conducted at the Stadium that is not a City or a Mutually Sponsored Event. This specifically excludes events scheduled in the Banquet Center.

II. "USL" shall mean United Soccer League.

JJ. "Utilities" shall mean all electric, gas, sewage, and water services utilized at the Stadium.

ARTICLE III. TERM AND TERMINATION

1 A. Term of Agreement. The term of this agreement will commence on November 1, 2018, and
2 terminate on December 31, 2034, at 11:59 PM.

3 B. Termination of Agreement.

4 a. Termination by the City. Except as additionally provided or qualified in Article
5 XXIII and Article XX, and notwithstanding Paragraph A above, the City shall
6 have the right to terminate this Agreement by providing written notice to LSC at
7 any time if:

8 i. LSC loses the franchise granted to it by the League
9 and does not within ninety (90) days acquire another
10 similar league franchise;

11 ii. The League dissolves and LSC does not, within
12 ninety (90) days, acquire another soccer league
13 franchise acceptable to the City; or

14 iii. LSC fails to conduct a minimum of fifteen (15) LSC
15 Home Soccer Games during any calendar year.

16 **ARTICLE IV. CITY'S OBLIGATIONS**

17 In consideration of the covenants, terms, and conditions set forth in this Agreement, the City
18 and LSC agree as follows:

19 A. Stadium.

20 a. Capital Improvements to the Stadium. The City agrees to future investments in
21 Stadium capital improvements as outlined herein. Said Capital Improvement Plan
22 (“CIP”) payments shall be made based on an annualized CIP presented by

October 1 of the year preceding the next City fiscal year in which the improvements are to be made. The total CIP obligation (inclusive of the CIP obligation as enumerated in the TMO Agreement and not as a separate item) shall be at the following amounts in each City fiscal year:

2018-2021	\$75,000.00 per fiscal year
2022-2024	\$100,000.00 per fiscal year
2025-end	\$150,000.00 per fiscal year minimum
	\$200,000.00 per fiscal year maximum

CIP payments may be used for the cost of field replacement, as needed about every five years. CIP payments unused in any fiscal year may be carried over and added to the succeeding year or years.

In the event the City, TMO, and LSC are unable to reach a mutually agreed annual CIP, then the Parties shall submit their dispute to the alternative dispute panel as set forth in Article XXV, Section (Z).

B. Stadium Maintenance.

Except for the cost of damages and repairs that may be caused by the negligence of LSC, its officers, employees, contractors, or team members/players, the City shall perform all major maintenance, restoration, replacement and repairs of the Stadium, excluding premises and/or spaces leased to third parties, including TMO.

1 C. Security.

2 a. LCS Home Soccer Games Security. LSC shall be responsible for providing
3 sufficient security for all LSC Home Soccer games.

4 b. City's Right to Eject. Notwithstanding anything in this Agreement to the contrary,
5 the City shall retain the right to eject from the Stadium objectionable individuals.

6 D. Food and Beverage Concessions Equipment.

7 The City shall provide the Fixed Food and Beverage Concessions Equipment.

8 The Fixed Food and Beverage Concessions Equipment shall remain the property of the
9 City. TMO is the exclusive concessions manager for the Stadium. LSC shall separately
10 contract with TMO for concessions purposes.

11 **ARTICLE V. LSC'S OBLIGATIONS**

12 In consideration of the covenants, terms and conditions set forth in this Agreement, the
13 City and LSC agree as follows:

14 A. LSC Home Soccer Games.

15 For the term of this Agreement, LSC shall cause the Club to play all of its soccer games
16 at the Stadium and, consistent with Article XVI, covenants to play a minimum of fifteen
17 (15) LSC Home Soccer Games at the Stadium.

18 B. LSC Special Events.

19 It is not intended that LSC will have special events unless in combination with the
20 City as a Mutually Sponsored Event.

21 C. Stadium Services.

22 a. At LSC Home Soccer Games. At LSC's sole cost and expense, LSC will provide

1 Stadium Services throughout the Stadium at LSC Home Soccer Games, excluding
2 sod conversion. LSC will retain, employ, compensate, train and manage sufficient
3 numbers of personnel to provide such services in a high quality and professional
4 manner.

5 b. Field Preparation and Field and Surrounding Grounds Maintenance.

6 Notwithstanding anything in this Agreement to the contrary, at all times during
7 the term of this Agreement, LSC shall be solely responsible for the Stadium
8 Services described as Field Preparation and Field and Surrounding Grounds
9 Maintenance for all soccer games held at the Stadium. In satisfaction of this
10 obligation, LSC will utilize, to the greatest reasonable extent possible, the
11 expertise of MSU.

12 c. Stadium Operations Plan. LSC shall comply with the Stadium Operations Plan
13 attached to this Agreement as Exhibit A.

14 d. Scoreboard. The Scoreboard is presently owned by TMO. It shall be the
15 responsibility of LSC to make arrangements with TMO for scoreboard usage and
16 operations.

17 **ARTICLE VI. CONCESSIONS**

18 A. Concessions Manager.

19 TMO is the exclusive concessions manager on behalf of the City. LSC shall arrange for
20 concession services with TMO.

21 **ARTICLE VII. NAMING RIGHTS**

22 A. Stadium Naming Rights.

1 The City and TMO currently have a stadium naming rights agreement with Thomas
2 Cooley Law School (“Cooley”).

3 The purchaser, lessee, or licensee of Stadium Naming Rights will receive from the
4 Parties the following identification:

- 5 a. In any written statement, including but not limited to tickets related to all Stadium
6 Events, the City and LSC will use the name and logo of the entity securing such
7 Stadium naming rights. The party securing the naming rights shall have the right,
8 as a third party beneficiary, to enforce the rights in the preceding sentence;
- 9 b. The identification of the entity securing such Stadium naming rights will appear
10 in a prominent position on the Stadium's scoreboard as described in Article V
11 above; and,
- 12 c. LSC agrees that it shall not print any advertisement on its tickets, nor allow any
13 advertisement on the Stadium Scoreboard, that conflicts with the major or
14 material products or services advertised or offered for sale by the owner, lessee or
15 licensee of such Stadium naming rights. Nor shall LSC engage a sponsor of a
16 major give-away for or naming rights to a LSC Home Soccer Game sells major or
17 material products or services that conflict with the major or material products or
18 services advertised or offered for sale by the owner, lessee or licensee of the
19 Stadium naming rights.

20 B. Stadium Name.

21 LSC agrees that whenever it uses the Stadium's name on any material, it shall use the full
22 name of the Stadium.

1 C. Field Naming Rights.

2 LSC shall not enter into any soccer field naming rights agreement without the prior
3 approval of the City, which shall have the right to refuse approval for any reason.

4 D. Field Name.

5 LSC agrees that whenever it uses the soccer field's name on any material, it shall use the
6 full name of the soccer field and Stadium.

7 **ARTICLE VIII. STADIUM USE**

8 A. LSC's Rights and Obligations.

9 The City and LSC agree that LSC shall have the following rights and obligations
10 related to the use of the Stadium:

11 a. LSC Home Soccer Games.

12 i. Scope. LSC shall have exclusive use of the Stadium for the conduct of
13 LSC Home Soccer Games as the same have been specifically scheduled
14 pursuant to Article IX below. Such use shall include the period of time
15 from 7:00 a.m. on the date scheduled until 12:00 a.m. (midnight) on said
16 date, unless extended with permission of the City on any particular day.
17 Except as limited in Paragraph B of this Article, such use shall encompass
18 the entire Stadium. Without the prior approval of LSC and to the extent
19 legally permissible, the City shall not conduct or authorize or permit any
20 other individual or entity to conduct professional soccer at the Stadium.

21 ii. Ticketing. LSC shall be exclusively responsible for all ticket printing,
22 sales and distribution related to LSC Home Soccer Games. In satisfaction

1 of this obligation, LSC shall have the right to designate the identification
2 of seating at the Stadium and to conduct such ticket sales at the Stadium
3 box office at all times it deems proper. LSC shall provide City with LSC's
4 ticket manifest each year, as provided in Article XIV (A). LSC may issue
5 up to 275 Complimentary Admissions each LSC Home Soccer Game to
6 LSC and visiting team personnel, guests and officials and representatives
7 of the media. LSC and the City recognize that LSC is required to honor,
8 as a member of the USL, Complimentary Admission passes granted to
9 members of the USL and that such Complimentary Admissions will be in
10 addition to the Complimentary Admissions discussed in the preceding
11 sentence. All Complimentary Admission press passes, staff passes, league
12 passes and player passes issued by LSC, shall be of a form previously
13 approved by the City with such approval not to be unreasonably withheld.
14 In addition, not less than sixty (60) days prior to the commencement of
15 each Regular Season, LSC will present to the City an exemplar of all other
16 Complimentary Admission passes issued by the USL that will be honored
17 at LSC Home Soccer Games. LSC shall not have the right to sell or allow
18 the sale of Paid Admission Tickets at the Stadium box office for events
19 other than LSC Home Soccer Games without the express written approval
20 of the City. LSC shall have the right to charge any amount it deems
21 appropriate for Paid Admission Tickets to LSC Home Soccer Games with
22 due consideration to prices charged at other similar stadiums in the region

1 comprising the USL. No complimentary admissions shall be provided for
2 the Clubhouse, the Banquet Center (The View), Expandable Luxury
3 Suites, or the Pepsi Porch.

4 b. LSC Home Soccer Game Promotion Tickets. In addition to Paid Admission
5 Tickets provided for Luxury Suite and Host Suite usage as described in this
6 Article, at the beginning of each Regular Season, LSC shall provide to the City,
7 for the City's public relations purposes, a block of thirty-four (34) Complimentary
8 Admission passes at a mutually agreed upon location within the Stadium for each
9 LSC Home Soccer Game.

10 c. Suites. Suites and Host Suite usage during LSC Home Soccer Games shall be
11 made by and through separate agreement between LSC, TMO, and/or the City, as
12 appropriate.

13 B. The City's Rights and Obligations.

14 a. Notwithstanding Paragraph A of this Article, the City does not relinquish and
15 does herein and hereby retain all ownership rights and control associated with the
16 Stadium. Therefore, all duly authorized representatives of the City shall have
17 access to all areas of the Stadium at any time and on any occasion, provided that
18 any such representative, other than any City operating personnel assigned to the
19 Stadium must have either a Complimentary Admission or Paid Admission Ticket
20 in order to observe a LSC Home Soccer Game. The City does hereby retain the
21 right to enforce all necessary and proper rules for the management, operation and
22 control of the Stadium.

Consistent with its ownership of the Stadium and with LSC's rights as granted in this Agreement, the City and LSC agree that the City shall have the following rights and obligations related to the use of the Stadium:

C. City Events

a. Scope. Subject to LSC's rights granted herein for use of the Stadium, the City shall have exclusive use and control of the Stadium, subject to the TMO agreement.

b. Suites. The suites, clubhouse, Luxury Suites, Expandable Luxury Suites, and Host Suite located in the Stadium are subject to an existing agreement with TMO and use of these spaces are subject to the provisions of the TMO Agreement.

c. Message Centers. At all times during the term of this Agreement, the City shall have the exclusive right and responsibility to control the use and operation of Message Centers located on Michigan Avenue or at any other location adjacent to the Stadium. Notwithstanding the foregoing, the City agrees to allow LSC, without charge, to advertise LSC Home Soccer Games on such Message Centers in an amount and frequency to be agreed to between the Parties. Any revenues generated from the sale of advertising on the Message Centers shall be retained by the City.

D. Mutually Sponsored Events

a. Scope. The Parties shall each at their respective sole and absolute discretion, have the right to jointly conduct Mutually Sponsored Events. Any Mutually Sponsored Event shall be by written agreement between the Parties only. The written

1 agreement shall contain the period of time the Stadium shall be available for the
2 Mutually Sponsored Event and, unless otherwise stated, shall encompass the
3 entire Stadium.

4 b. Scheduling. Any Mutually Sponsored Event must be scheduled in accordance and
5 conformity with Article IX.

6 c. Best Practices. Both Parties agree to use best practices in the conduct of a
7 Mutually Sponsored Event and to keep the other Party fully informed of their
8 progress and any unusual expenses related to the Mutually Sponsored Event.

9 d. No Agency. Neither Party shall have the authority to obligate the other. Nothing
10 herein shall be construed to create an agency, servant, or employee relationship
11 between LSC and any of its employees, officers, or agents, and the City and any
12 of its employees, officers, or agents.

13 e. Sponsorship of Mutually Sponsored Events. The Parties may desire to obtain
14 sponsors for Mutually Sponsored Events and recognize that revenue may be
15 maximized by coordination of activities. Therefore, on an event-by-event basis,
16 the Parties will communicate with each other in advance and coordinate their
17 activities with regard to sponsors. Sponsorship agreements require the mutual
18 consent of both Parties.

19 E. Banquet Center.

20 a. Use During Stadium Events. The Banquet Center shall be operated as part of the
21 Stadium and used to provide services to Stadium patrons; however, its usage is
22 subject to the TMO Agreement. All Stadium patrons in the Banquet Center shall

1 be ticketed in accordance with this Agreement.

2 **ARTICLE IX. SCHEDULING**

3 The City and LSC agree that there is a need for the scheduling of events at the Stadium. As
4 such, the Parties have adopted, for implementation each year of this Agreement, the following
5 scheduling procedure:

6 A. Proposed LSC Schedule.

7 Scheduling at the Stadium is subject to the provisions of the TMO agreement. LSC shall
8 provide the City and TMO with its list of proposed dates and times for LSC Home Soccer
9 Games for the City’s consideration no later than July 1st of the preceding year. The City
10 agrees to confirm the LSC Home Soccer Game schedule no later than October 31st of the
11 preceding year.

12 **ARTICLE X. MARKETING AND PROMOTION**

13 Each Party shall be responsible for its own marketing and promotion. LSC shall be
14 responsible for and have the exclusive right of marketing LSC Home Soccer Games. The City shall
15 be exclusively responsible for marketing and promoting City Events and the Stadium. Provided
16 however, LSC agrees and promises to promote and market the Stadium as a desirable sports venue in
17 connection with LSC’s marketing and promotion of LSC Home Soccer Games. In consideration of
18 the foregoing agreement and promise to market and promote the Stadium, the City shall pay LSC the
19 sum of one hundred twenty five thousand dollars (\$125,000) per year (the “Marketing Payment”) for
20 the first five years only of this Agreement subject to, and reduced by, the Annual Soccer Service
21 Credit as set forth in Article XIV.

ARTICLE XI. ADVERTISING

A. Permanently Affixed Stadium Signage, Scoreboard Advertising, Luxury Suites, Expandable
Luxury Suites, and Host Suites.

All advertising at Permanently Affixed Stadium Signage, Scoreboard Advertising,
Luxury Suites, Expandable Luxury Suites and Host Suites are subject to the TMO
Agreement. No advertising rights are granted to LSC herein.

- a. It is specifically understood and agreed to by the Parties that there shall be no
advertising in the Luxury Suites, the Expandable Luxury Suites, the Host Suites,
or closed circuit television. However, the City shall retain the sole right to place
Suiteholder identification signage inside and outside of Luxury Suites.

B. The City's Advertising Rights and Responsibilities Advertising for LSC Events.

LSC agrees that it will not sell advertising on Paid Admission Tickets printed for LSC
Home Soccer Games that will conflict with products and services advertised by the entity
or entities granted naming rights to the Stadium pursuant to the TMO Agreement.

C. Sponsorships.

The City shall have the right to procure third-party sponsorships in support of any of the
City's obligations set forth in this Agreement.

ARTICLE XII. BROADCAST RIGHTS

- A. Broadcast Rights. LSC shall take all steps reasonably necessary to protect from diminution
the sale of Paid Admission tickets to LSC Home Soccer Games. All revenue generated by
LSC relating to Broadcast Rights shall be negotiated between the Parties.

ARTICLE XIII. UTILITIES

Payments for Utilities related to LSC Home Soccer Games shall be paid in accordance with the following schedule:

YEARS	UTILITY SPLIT
1-5	City shall pay first \$20,000. Utilities split 50/50 between LSC and City thereafter
6-16	City and LSC shall split cost of utilities 50/50

LSC and the City agree to cooperate in the development of a procedure to allocate utility costs related to LSC Home Soccer Games.

ARTICLE XIV. FINANCIAL TERMS

The obligations listed in this Article of this Agreement are in addition to the Parties' other obligations described herein.

A. LSC's Rights and Obligations.

- a. License Fee. In consideration for the License granted to it by the City pursuant to this Agreement, LSC will pay to the City \$2 per ticket, for every Paid Admission Ticket sold as a Premium Ticket for LSC Home Soccer Games. Such license fees shall be due and payable on the fifteenth (15th) day of each calendar month. LSC shall reconcile the payments on a monthly basis and shall make the necessary adjustment on the next monthly payment. LSC shall provide to the City a complete and accurate accounting of Premium Ticket sales of the preceding month (the reconciliation). Such accounting shall include, but not be limited to, a

1 ticket manifest in a form agreed to by the Parties detailing the amount and nature
2 of Paid Admission Tickets issued by LSC for applicable LSC Home Soccer
3 Games. The ticket manifest shall be provided to the City prior to the
4 commencement of each LSC Home Soccer Season. LSC shall identify on the
5 ticket manifest it provides City, as required in this Agreement, herein and at
6 Article I (B) (b) and Article VIII (A) (a) (ii), the Premium Ticket categories for
7 City's approval.

8 b. Audit of Records. In order to allow compliance with Paragraph A of this
9 Article XIV to be monitored, LSC agrees that during the term of this
10 Agreement, and for up to one (1) year after the termination of this
11 Agreement, it will preserve and make available to the City Finance Director
12 one (1) time each calendar year during reasonable business hours and at such
13 time as may be mutually convenient for LSC and the City:

14 i. All of those financial documents and records related to the conduct
15 of LSC Home Soccer Games that are prepared by or at the direction
16 of LSC for the United Soccer League.

17 During such annual audit, if the City Finance Director can demonstrate, pursuant
18 to Generally Accepted Accounting Principles, that LSC does not have sufficient liquid assets to
19 pay the License Fees as they become due, LSC shall secure and provide to the City a letter of
20 credit or security and in the amount two hundred twenty two thousand dollars (\$222,000). Such
21 letter of credit or security bond shall be drawn upon only if LSC is unable to pay the License
22 Fees when due. LSC shall continue to keep the letter of credit or security bond in place until

1 LSC can demonstrate, pursuant to Generally Accepted Accounting Principles, that it has
2 maintained for two (2) consecutive years sufficient liquid assets to pay the License Fees when
3 due. The Parties agree that all documentation, data and information provided to the City
4 pursuant to this Subparagraph is highly confidential and in no event, to the extent legally
5 permissible, shall such documentation data or information be disclosed to any third party or
6 become public record without the prior approval of LSC.

7 At the City's request and expense, no more than once annually, the City may obtain an audit of
8 ticket sales and revenue by a Certified Public Accountant agreed on by the City and LSC.

9 B. City's Rights and Obligations

- 10 a. Annual Soccer Service Credit. LSC agrees that the City shall be entitled to an
11 Annual Soccer Service Credit to be applied to, and reduce, the Marketing
12 Payment provided for in Article X. The Marketing Payment shall be reduced in a
13 year that the quantity of Paid Admission Tickets sold as an annual average is
14 greater than 4,500, calculated on a basis of actual LSC Home Soccer Games
15 played at the Stadium that year as the denominator and total Paid Admission
16 Tickets sold for that year as the numerator. The Marketing Payment shall be
17 reduced by a dollar amount equal to 5% of Gross Ticket Revenues for all tickets
18 above 4,500. For example, if the annual average Paid Admission Tickets is 5000
19 and the average ticket price (Gross Ticket Revenues/Paid Admission Tickets) is
20 \$20, the Annual Soccer Service Credit would be \$10,000 (1000 tickets x \$20).

21 **EXAMPLE**

22 **Annual Soccer Service Credit for 5,000 or more Paid Admission Tickets sold**

ANNUAL AVERAGE NUMBER OF TICKETS SOLD	ANNUAL SOCCER SERVICE CREDIT
5,000	\$ 10,000
6,000	\$ 30,000
7,000	\$ 50,000
8,000	\$ 70,000
9,000	\$ 90,000
10,000	\$ 110,000

1
2 After year five of this Agreement, the Marketing Payment and the Annual Soccer Service
3 Credit shall discontinue.

4 b. Remainder. The City shall retain ownership of all income and sources of income
5 that are related to City Events or Stadium usage, whether or not now known, and
6 that are not specifically granted to LSC herein or the subject of the TMO
7 Agreement, including but not limited to income from automated teller machines at
8 the Stadium.

9 c. The Marketing Payment and Annual Soccer Service Credit shall be reconciled in
10 December each calendar year, with the resulting payment made by December 15
11 of that year.

12 **ARTICLE XV. EQUIPMENT AND FIELD CONVERSION**

13 A. LSC's Obligations.

14 At no cost to the City, LSC will provide all soccer related equipment that is typically
15 provided by a USL soccer club, team, or franchise.

16 B. City's Obligations.

- 1 a. LEPFA shall provide and make available equipment necessary to
2 transition a sod-based minor league baseball field at the Stadium to a
3 USL sod-based soccer field at the Stadium, not to exceed a one-time
4 capital equipment cost of one hundred fifty thousand dollars (\$150,000).
- 5 b. All such equipment purchased pursuant to Paragraph B (1) shall remain the
6 property of the City. As such, the City is responsible for repairs, maintenance,
7 and replacement of sod equipment. Operation of sod equipment shall be
8 subject to mutual written agreement of the Parties for the term of this license.
- 9 c. The City agrees to reimburse LSC for the cost of sod conversion for a
10 maximum of 15 sod conversions per year, not to exceed thirty six thousand
11 dollars (\$36,000) annually upon the City's receipt of documentation of such
12 costs. This maximum amount shall be increased by the lesser of 3% or the
13 consumer price index (CPI-U, Lansing/East Lansing) on the fifth anniversary
14 date of this Agreement for the preceding twelve month period, for purposes of
15 adjusting for inflation.

16 **ARTICLE XVI. COVENANTS**

17 A. LSC's Covenants.

- 18 a. Taxes and Encumbrances. LSC shall pay promptly when due any and all personal
19 property taxes imposed on its personal property located in the Stadium and any
20 and all taxes which are the responsibility of LSC under the laws of the State of
21 Michigan and City of Lansing, including any payment in lieu of taxes, which may
22 be assessed pursuant to Michigan Statutes. Except as to liens or other

1 encumbrances related to the financing, installation or ownership of the Stadium's
2 scoreboard, LSC shall not permit any mechanics liens or other encumbrances or
3 liens to exist against the Stadium and shall within thirty (30) days of any such lien
4 or encumbrance being asserted against the Stadium as a result of action or
5 inaction by LSC either cause the same to be released of record or obtain title
6 insurance coverage satisfactory to the City over such lien and proceed diligently
7 to contest the same in good faith.

8 b. LSC Home Soccer Games. LSC covenants and agrees that it will play all of its
9 LSC Home Soccer Games at the Stadium whether such games be designated pre-
10 season, regular season, post-season, or exhibition games. In addition, LSC
11 covenants to the City that LSC will cause at least fifteen (15) LSC Home Soccer
12 Games to be played at the Stadium in each calendar year of this Agreement.

13 c. Membership in the United Soccer League. LSC shall, during the term of this
14 Agreement, abide by all rules and regulations of the United Soccer League. Until
15 transfer of LSC's franchise and assets, LSC agrees and covenants to the City that
16 it will maintain membership in good standing with the USL and its successors and
17 assignees, and that it will not seek, authorize, or consent to the transfer of its
18 franchise to an area outside Lansing, Michigan, without the prior written consent
19 of the City or unless this Agreement is terminated pursuant to the terms herein.

20 d. Covenant Not to Transfer Franchise. LSC agrees and covenants to the City that it
21 will not participate in any transfer or assignment of its franchise, name, goodwill,
22 trademark and other contracts unless said transfer or assignment includes its

1 interest under this Agreement.

2 e. Equal Employment Opportunity and Employment of Lansing Residents. LSC
3 agrees and covenants to the City that it is presently and will continue to be an
4 equal opportunity employer and at all times shall comply with the laws and
5 regulations that prohibit discrimination. Further, LSC agrees and covenants to the
6 City that it will use its best efforts to retain the services of residents of the City of
7 Lansing in all Stadium Services performed pursuant to this Agreement and will
8 attempt to have at least seventy-five percent (75%) of LSC's seasonal staff be
9 residents of the City of Lansing.

10 f. Stadium Name. LSC agrees and covenants to the City that in all communications
11 referring to the Stadium it shall use the full name of the Stadium.

12 g. Use of Matters Subject to Copyright. Should LSC, its agents, employees, invitees
13 or guests use or allow the use of any composition, work or material, LSC agrees
14 to indemnify and save the City harmless from loss, damage or expenses arising
15 from any claim of infringement of such copyright or the use of unlicensed
16 composition, work or material.

17 h. Prohibition Against Dangerous Materials and Substances. LSC agrees not to bring
18 into the Stadium any material, substance, equipment or object that is likely to
19 endanger the life or to cause bodily injury to any person within the Stadium, or
20 which is likely to constitute a hazard to property therein without the approval of
21 the City. The City shall have the right to refuse to allow any such materials,
22 substances or equipment to be brought into the Stadium and the further right to

1 require its immediate removal therefrom if found thereon.

2 B. City's Covenants.

- 3 a. Stadium Compliance. The City represents, covenants and warrants that
4 throughout the term of this Agreement the Stadium shall be maintained in
5 compliance with all applicable building, health, safety, bidding, procurement,
6 traffic and zoning ordinances, applicable standards for streets and roadways.

7 **ARTICLE XVII. INDEMNIFICATION AND INSURANCE**

8 A. Indemnification.

- 9 a. Indemnification of the City by LSC. LSC agrees to indemnify and hold harmless
10 the City and its respective officers, directors, duly authorized agents and
11 employees from any and all claims brought for personal injury, death, property
12 damage and any other losses, damages, charges or expenses, including attorney's
13 fees, which is in connection with, or by reason of any act, omission or negligence
14 of LSC or its duly authorized agents, or any breach of this Agreement, in
15 connection with LSC's activities pursuant to this Agreement.

16 B. Insurance Policies

- 17 a. Insurance Required of LSC. LSC shall obtain and maintain throughout the term of
18 this Agreement, public liability coverage including personal injury liability and
19 contractual liability; if on a commercial general liability form, the limit per
20 occurrence shall be One Million Dollars (\$1,000,000) and an aggregate of Three
21 Million Dollars (\$3,000,000) combined single limit (CSL) per occurrence and
22 include bodily injury and property damage liability; automobile coverage with

1 liability limits of One Million Dollars (\$1,000,000) combined single limits (CSL)
2 bodily injury and property damage per accident; and workers compensation
3 coverage to protect LSC's permanent and temporary employees.
4 LSC will name the City as additional insured on the public liability policy and
5 provide certificates of all insurance or original policies as they shall be on file
6 prior to the beginning of the term of this Agreement. Insurance coverage required
7 herein shall be furnished by a company approved by the insurance commission of
8 the State of Michigan.

9 **ARTICLE XVIII. DESTRUCTION OF STADIUM**

10 A. Partial Destruction.

11 If the Stadium is wholly or partially destroyed, the City shall, at its expense, promptly
12 commence and diligently complete the restoration of the Stadium to the same condition
13 as immediately prior to the destructive event, reasonable wear and tear excepted. All
14 repair activities shall be timed and organized in such a manner to facilitate LSC's ability
15 to play the LSC Home Soccer Season games at the Stadium to the degree feasible.

16 B. Reduction in Payment.

17 Should the Stadium be unavailable for any LSC Home Soccer Games as a result of the
18 destruction or other limitation in the use of the Stadium, the payments due the City and
19 the City's Marketing Payment pursuant to Article X shall be reduced proportionately to
20 that limitation of use. In the event the City's insurance coverage provides LSC with
21 reimbursement for lost profits, payments due the City shall not abate, but will continue
22 uninterrupted.

1 C. Assistance of the City in Locating a Temporary or Permanent Alternate Facility.

2 If the Stadium becomes unavailable on a temporary basis by reason of either the partial
3 destruction of the Stadium or the repair or restoration of the Stadium, or for any other
4 reason, the City shall utilize its best efforts to assist LSC in locating an adequate
5 temporary facility within the City of Lansing.

6 **ARTICLE XIX. CONDEMNATION**

7 In the event that any portion of the Stadium is taken from the City pursuant to any right of
8 eminent domain exercised by any governmental entity or pursuant to any governmental order and
9 such taking renders the Stadium unfit for its intended purpose, LSC shall receive a portion of any
10 award granted with respect to such taking, to be determined by mutual agreement of the Parties. LSC
11 shall also have the independent right to make a claim against the condemner for and retain any award
12 based thereon for the reasonable value of lost profits, improvements made to the Stadium by LSC and
13 for the expenses, attorney fees and costs incidental to relocating from the Stadium including, but not
14 limited to, the lost value of this Agreement.

15 **ARTICLE XX. FORCE MAJEURE**

16 LSC and the City agree that with respect to any services to be provided, payments to be made,
17 or action to be taken by either Party during the term of this Agreement, the Party required to furnish
18 or perform the same shall in no event be liable for failure to do so when prevented by any cause
19 beyond the reasonable control of such Party such as strike, lock-out, suspension of play of soccer,
20 breakdown, accident, order or regulation of or by any governmental authority, the USL or any entity
21 controlling the USL, or failure of supply, or inability, by the exercise of reasonable diligence, to obtain
22 supplies, parts, or employees necessary to furnish such services, or because of war or other

1 emergency, or for any cause due to any act or neglect of the other Party hereto, or in servants, agents,
2 employees, any assignee, or successor in interest to such other Party. The time within which such
3 services, payments, or actions shall be performed or rendered shall be extended for a period of time
4 equivalent to the delay of such cause.

5 **ARTICLE XXII. ASSIGNABILITY AND TRANSFERABILITY**

6 The rights and obligations created by this Agreement are exclusive and shall not be transferred
7 or assigned except by written agreement by both LSC and the City. LSC covenants and agrees that
8 it will not assign, transfer, or sublet this Agreement without the prior written consent of the City with
9 such consent not being unreasonably withheld. Notwithstanding the above, the City may assign this
10 Agreement for administrative and operational purposes to an authority or authorities to be created
11 under Michigan law. The Parties agree that the assignee of the City, if such an assignment should be
12 made, shall be able to enforce the provisions of this Agreement pursuant to such assignment without
13 the further consent of the City.

14 **ARTICLE XXIII. TERMINATION UPON DEFAULT**

15 In addition to the termination provisions of Article III, in the event that either Party hereto
16 shall otherwise materially breach, violate or fail to fully perform any provision contained in this
17 Agreement, the non-breaching Party may upon ninety (90) days written notice thereof, terminate this
18 Agreement; provided, however, that the defaulting Party shall have the right and opportunity to cure
19 the default within said ninety (90) day period or if such breach, violation or non-performance cannot
20 be cured within a ninety (90) day period, to continue diligently and in good faith to effect such cure
21 within such period, provided that, in no event shall such opportunity to cure exceed one hundred eight
22 (180) days after receipt of such notice. In the event that such breach, violation or non-performance is

not cured within said ninety (90) day period or any authorized extension thereof, then, this Agreement shall terminate upon the expiration of such period and the non-breaching Party shall thereupon have the right to exercise such additional rights or remedies as they may have by law.

ARTICLE XXV. MISCELLANEOUS

A. Anti-Discrimination.

LSC shall not discriminate in any manner on the basis of actual or perceived race, religion, ancestry, national origin, color, gender, age, height, weight, student status, marital status, familial status, housing status, veteran status, political affiliation or belief, sexual orientation, gender identity or expression, mental or physical limitation, or source of income with respect to any applicant or employee, and shall conform in all respects to the pertinent provisions of federal, state or local laws, ordinances, rules and regulations of employment practices. LSC further agrees that in serving the public, its employees shall not, on the grounds of actual or perceived race, religion, ancestry, national origin, color, gender, age, height, weight, student status, marital status, familial status, housing status, veteran status, political affiliation or belief, sexual orientation, gender identity or expression, mental or physical limitation, or source of income, discriminate or permit discrimination or refuse to serve a person or group of persons in any manner prohibited by federal, state or local laws, rules, ordinances and regulations.

B. Governing Law.

This Agreement shall be construed under and in accordance with the laws of the State of Michigan.

C. Entire Agreement.

1 This Agreement constitutes the final, complete and exclusive written expression of the
2 intent of the Parties with respect to the subject matter hereof which will supersede all
3 previous verbal and written communications, representations, agreements, promises or
4 statements.

5 D. Authority.

6 LSC and the City, respectively, each represent that the individuals acting as signatories to
7 this Agreement have the authority to bind the LSC and the City and that this Agreement,
8 when properly executed by both Parties, will constitute a valid and binding agreement,
9 enforceable in accordance with this terms.

10 E. Costs and Attorney Fees.

11 The Parties hereto agree to pay all expenses incurred by the other in enforcing the
12 provisions of this Agreement, including but not limited to attorney fees, costs and
13 expenses. The Party prevailing in any litigation arising out of any dispute concerning this
14 Agreement shall be entitled to recover all expenses incurred, including without limitation,
15 reasonable attorney fees.

16 F. Mutual Dependency and Severability.

17 All rights and duties contained in this Agreement are mutually dependent on and one
18 cannot exist independent of another, provided that if any one or more of the provisions
19 contained in this Agreement shall for any reason be held to be invalid, illegal, or
20 unenforceable in any respect, and if such holding does not affect the ability of LSC to
21 perform and have access to the Stadium as provided for herein, such invalidity, illegality
22 or unenforceability shall not affect any other provision hereof, and this Agreement shall

1 be construed as if such invalid, illegal or unenforceable provision was not contained
2 herein.

3 G. Notices and Addresses.

4 All notices required to be given under this Agreement shall be given by certified or
5 registered mail, addressed to the proper Party to the following addresses, or at such other
6 address as may be subsequently given pursuant to this Section and shall be deemed given
7 when deposited in the U.S. mails, postage prepaid:

8
9 IF TO LSC:

10 MR. TOM DICKSON
11 LANSING SOCCER CLUB
12 Cooley Law School Stadium
13 505 E. Michigan Ave.
14 Lansing, MI 48912

15
16 IF TO THE CITY:

17 THE CITY OF LANSING
18 CITY ATTORNEY
19 124 W. MICHIGAN AVENUE
20 5TH FLOOR
21 LANSING, MI 48933-1694

22
23 and

24
25 CITY OF LANSING
26 MAYOR
27 124 W. MICHIGAN AVENUE
28 9TH FLOOR
29 LANSING, MI 48933

30
31 H. Amendment, Modification, or Alteration.

32 No amendment, modification or alteration of the terms of this Agreement shall be binding
33 unless in writing, dated subsequent to the date hereon and duly executed by the Parties
34 herein.

1 I. Rights and Remedies Cumulative.

2 The rights and remedies provided by this Agreement are cumulative and the use of any
3 right or remedy by either Party shall not preclude or waive its rights to use any or all
4 other remedies. Said rights and remedies are given in addition to any other rights the
5 Parties may have by law, statute, ordinance or otherwise.

6 J. Time is of the Essence.

7 Time is of the essence for this Agreement.

8 K. Counterparts.

9 This Agreement may be executed in any number of counterparts, each of which shall be
10 deemed an original, but all such counterparts together shall constitute but one and the
11 same instrument.

12 L. Headings Only for Reference.

13 The titles of articles and sections of this Agreement are for reference purposes only and
14 shall be of no binding effect.

15 M. Valid Delaware Limited Liability Company.

16 LSC represents that as of the date of the execution of this Agreement it is organized and
17 in good standing under the laws of the State of Delaware, that it is duly authorized to
18 enter into this Agreement and has taken all requisite corporate action to obtain such
19 authorization and that no consent of or notice to any other individual, private or public
20 entity or governmental authority is required in connection with the execution, delivery
21 and performance of the Agreement.

22 N. Prohibition Against Food and Beverage Being Brought Into the Stadium.

1 The City shall post signs in appropriate locations in the Stadium, which shall prohibit
2 patrons from bringing any food, beverages, beverage containers or alcoholic beverages
3 into the Stadium.

4 O. Status of Parties.

5 Parties hereto shall be deemed and construed as independent contractors with respect to
6 one another for all purposes and nothing contained in this Agreement shall be determined
7 to be created a partnership or joint venture between LSC and the City with respect to
8 LSC's activities conducted at the Stadium pursuant to the terms of this Agreement.

9 P. Waiver.

10 The waiver by either the LSC or the City of any default or breach by the other Party of
11 any of the provisions of this Agreement shall not be deemed a continuing waiver or
12 waiver of any other breach by the other Party of the same or another provision of this
13 Agreement.

14 Q. Improvements.

15 LSC shall make no improvements in the Stadium without the prior approval of the City.

16 R. Waste or Nuisance.

17 LSC shall not commit or permit any waste on or about the Stadium during the term of
18 this Agreement nor shall it maintain, commit or permit the maintenance or commission of
19 any nuisance on or about the Stadium or use the Stadium for any unlawful purposes.

20 S. Binding Effect.

21 This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto
22 and their respective successors and assigns.

1 T. References to the City.

2 All references to the City in this Agreement shall be deemed to also be references to such
3 officers or employees or other designees of the City as may be appropriate to implement
4 the terms of this Agreement.

5 U. Exhibits.

6 All exhibits attached to this Agreement are incorporated into and are a part of said
7 Agreement as if fully set out herein.

8 V. LSC's Property Loss and Damage.

9 Nothing herein shall be construed to create a bailment relationship between the City and
10 LSC or the Club concerning any property brought on the premises of the Stadium by LSC
11 or the Club unless such property is delivered into the possession of the City.

12 W. Employee Status.

13 It is understood and agreed that no agent, servant or employee of LSC or the Club or any
14 of its subcontractors shall under any circumstances be deemed an agent, servant or
15 employee of the City, and that no agent, servant or employee of the City shall be under
16 any circumstances deemed an agent, servant or employee of LSC or the Club.

17 X. Judicial Relief In The Event Of Termination Actions.

18 Anything in this Agreement to the contrary notwithstanding, neither Party shall have the
19 right to terminate this Agreement before the expiration of the period required for the
20 giving of notice before termination, if the defaulting party in good faith commences a
21 judicial proceeding to contest the existence of any such plain default and uses reasonable
22 diligence in prosecuting such action and complies with the final judgment of the court in

1 such action; but nothing herein shall prevent a court from granting such protective orders,
2 injunctions and interlocutory judgments as might otherwise be appropriate.

3 Y. Property Remaining in the Stadium After Termination or Expiration of the Agreement.

4 Any and all property belonging to LSC, or anyone claiming through or under LSC, which
5 may be found on the premises after termination or expiration of the Agreement may be
6 handled, removed or stored by the City at the risk and expense of LSC and the City shall
7 be responsible for the preservation or the safe-keeping thereof. LSC shall pay to the City
8 any and all expenses incurred for such removal and all storage charges.

9 Z. Dispute Resolution Review Board.

10 The Parties agree that in the event they are not able to mutually agree on the annual CIP
11 plan described in Article IV, Section (A)(1), then they will submit their dispute to
12 mediation.

13 a. Review Board. The review board shall consist of three (3) parties: the Chief
14 Executive Officer LEPFA or his designee, a representative of LSC or its designee,
15 and a third representative (the “Neutral Representative”) to be agreed upon by
16 both Parties. In the event the Parties are not able to mutually agree on the Neutral
17 Representative within 30 days of written notice of a dispute, the Parties shall each
18 select three (3) names from the Ingham County Neutral Case Evaluators list
19 (Commercial Panel) and select one of those six (6) names randomly. LEPFA and
20 LSC may be assisted or represented by legal counsel at any stage of the
21 proceeding.

22 b. Neutral Representative Compensation. The neutral representative shall be paid out

of available annual CIP funds, and her compensation shall be a charge against those funds.

c. Time and Location. The dispute hearing will be heard at the Lansing Center at a time and date established by the Neutral Representative, unless the Parties agree on a different location. The Neutral Representative may adjourn the proceedings upon good cause shown.

d. Issues Presented. The review board shall only hear those issues that are presented in writing, in advance of the hearing, and shall only hear issues as authorized in Article IV, Section (A)(1).

e. Decision has No Binding Effect. If the representatives are not able to resolve their dispute at the dispute hearing, the Neutral Representative shall make his determination in writing. The Neutral Representative's decision shall have no binding effect on the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

LANSING SOCCER CLUB
A DELAWARE LIMITED LIABILITY COMPANY

CITY OF LANSING

By: _____
Tom Dickson, Managing Member

By: _____
Andy Schor, Mayor

Approved as to form only:

I hereby certify that funds are available
In account No. : _____

City Attorney

City Finance Director

TMO WAIVER OF POTENTIAL CONFLICTS, CLAIMS, AND BREACH

TMO, by and through its Managing Member represents, agrees, covenant, and affirms that:

- 1) TMO has reviewed, analyzed, and consulted with its attorneys regarding this Stadium Soccer License Agreement between LSC and the City; and
- 2) After such consultation, review, and analysis, TMO has identified potential inconsistencies and conflicts between this Stadium Soccer License Agreement and the TMO Agreement, including but not limited to: exclusivity, entitlement to revenue, scheduling of events, CIP payments, Field Naming Rights, and usage of suites; and
- 3) After such consultation, review, and analysis, TMO waives any and all conflicts, claims of breach, default by the City, claims of exclusivity, and entitlement to revenue, as the same relate to the execution of this Stadium Soccer License Agreement by City and its performance by City and LSC. TMO covenants not to challenge, contest, or dispute the Stadium Soccer License Agreement or any of its provisions, or make any claim of right or entitlement under the TMO Agreement as a result of the execution and performance of this Stadium Soccer License Agreement.
- 4) TMO expressly agrees and consents to the execution of this Stadium Soccer License Agreement between the City and LSC.
- 5) TMO and the City agree that LSC Home Soccer Games are specifically excluded as TMO Special Events.

TAKE ME OUT TO THE BALLGAME
LIMITED LIABILITY COMPANY

CITY OF LANSING

By: _____
Tom Dickson, Managing Member

By: _____
Andy Schor, Mayor

EXHIBIT A

STADIUM OPERATION PLAN

Exhibit A
Operations Plan
Customer Service Game Day Staffing Schedule

Area	Description	Time Line
First Aid (Sparrow)	1 Nurse and 1 Tech	Each Game
	2 Nurses and 1 Tech	Each GSSD
Security -	1 Supervisor and 1 Guard	0-2000 fans
	3 Supervisors and 6 Guards	Thursdays
	1 Supervisor and 2-3 Guards	2001-4000
	2 Supervisors and 4-6 Guard	4000 +
	3 Supervisors and 5 Guards	GSSDs
Customer Service	2 Ticket Takers 1 Customer Service Attendant 1 Suite Attendant 1 Elevator Attendant 3 Concierges 1 Host or Hostess and 1 Gate Attendant (if Tailgate Terrace) 1 Host or Hostess (if Gasoline Alley)	0-2000 fans
	4 Ticket Takers 1 Customer Service Attendant 1 Suite Attendant 1 Elevator Attendant 5 Concierges 1 Berm Attendant 1 Host or Hostess and 1 Gate Attendant (if Tailgate Terrace) 1 Host or Hostess (if Gasoline Alley)	2001-4000 fans
	6 Ticket Takers 1 Customer Service Attendant 1 Suite Attendant 1 Elevator Attendant 8 Concierges 1 Berm Attendant 1 Host or Hostess and 1 Gate Attendant (if Tailgate Terrace) 1 Host or Hostess (if Gasoline Alley)	4000+ fans

Operations Plan

Area	Description
Maintenance (in-game)	Monitor all restrooms including toilet paper, paper towel, trash, floors, hand soap by porters and maids
	Monitor wet spills, dry spills and all trash containers on concourse
Fireworks Safety	Set up 12 pieces of bike barricade and 12 pieces of plywood for fans safety or as directed by Fire Marshal; Set up 25' of rope and stanchion away from barricades so no one can cross line
	Monitoring company is contracted to monitor all fire systems. If a fire, they call LSC/LEPFA direct cell # in order on list
Alarm Main office Cash room Food Service Office Retail 3 rd Base Store Ticket Office	Update employee codes into system
	Alarm monitoring contractor monitors all office and alarmed areas and contacts LSC management to report alarm
	Alarm contractor changes system batteries
TV Network Suite Level	
	Channels are set for menu created for each suite
Gates	Gates open 1:15 prior to scheduled game. Gates are locked approx. 30 minutes after game ends
Smoking	Fans wishing to smoke receive an exit stamp on their hand, leave park to designated smoking area, and re-enter per stadium/team policy. Anyone seen smoking in park is asked to put out their cigarette and informed of policy.
Communication	All full time LSC employees and food service managers have hand held communication systems devices. General Manager, Operations Manager and Director of Food Service have multiple channel radios or handheld communication devices with ability to contact security.



LOCAL LABOR AGREEMENT September 19, 2018

Stadium Bleacher Improvements – Local Labor Agreement

This LOCAL LABOR AGREEMENT (this "Agreement") is made and entered into as of the _____ day of September, 2018 by and between the CITY OF LANSING, a Michigan municipal corporation (the "City") and LANSING SOCCER CLUB, LLC, a Delaware limited liability company (the "Developer").

If the Developer plans to construct any Stadium Bleacher Improvements, then Developer agrees to the conditions as enumerated below.

The Developer agrees and commits to the City that it will include in the Stadium Bleacher Improvement 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 action is necessary. Such explanation should be provided as a part of the Application.

Developer agrees and commits to the City that all work related to the Stadium Bleacher Improvements shall be compensated at prevailing wages in accordance with City Ordinances.

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 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.

LANSING SOCCER CLUB, LLC:

By: Tom Dickson, on behalf of
Lansing Soccer Club, LLC
Its: Managing Member

CITY OF LANSING:

By: Andy Schor
Its: Mayor

LOCAL LABOR AGREEMENT September 19, 2018

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LANSING SOCCER CLUB, LLC:

By: Tom Dickson, on behalf of
Lansing Soccer Club, LLC
Its: Managing Member

CITY OF LANSING:

By: Andy Schor
Its: Mayor

Cooley Law School Stadium
Short Term Capital Improvement Plan (CIP)
2019-2023

Item/Sub-Group	2019	2020	2021	2022	2023	5 Year Total	Notes
Structural							
roof replacement-curved metal roof							
winterization of clubhouse (suite level bar/kitchen)							
roof repairs/replacement-flat roof							
concrete repairs/improvements							
Update ball park lighting				\$200,000			
LED Field lighting			\$400,000				
Subtotal- Structural	\$0	\$0	\$400,000	\$200,000	\$0	\$600,000	
HVAC							
replace HVAC equipment							ballpark HVAC equip is almost 25 years old
Subtotal- HVAC					\$0	\$0	
Architectural							
Concession Stand upgrades	\$75,000						
Remodel all stadium restrooms		\$300,000					
new carpet suite level			\$20,000				
new carpet in locker rooms			\$15,000				
renovate elevator interiors			\$20,000				
replace carpeting in offices			\$7,500				
repaint concourse			\$15,000				
repaint suite level			\$10,000				
repaint club level (lockerrooms)			\$7,500				
Subtotal- Architectural	\$75,000	\$300,000	\$95,000	\$0		\$470,000	
F, F&E							
new forklift					\$35,000		
security camera system		\$7,000					
new trivision signage (plaza)					\$60,000		
Kitchen Equipment							
Subtotal- F,F&E		\$7,000		\$0	\$95,000	\$102,000	
Yearly Totals	\$75,000	\$307,000	\$495,000	\$200,000	\$95,000	\$1,172,000	

C.O.W.
Submitted @m+s