AGENDA
Committee of the Whole
Monday, February 8, 2021 @ 5:00 p.m.

Access the meeting via: https://us02web.zoom.us/j/85940036219 ; ID 859 4003 6219; Dial In: (312) 626 6799
email comments prior to the meeting to sherrie.boak@lansingmi.gov
All Council Members will participate virtually, you may contact them prior at city.council@lansingmi.gov 483-4177

Council Member Spadafore, Chairperson
Council Member Hussain, Vice Chairperson

1. **Call to Order**

2. **Roll Call**

3. **Minutes**
   - January 25, 2021

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

5. **Presentations:**

   - External Auditors: City of Lansing Comprehensive Annual Financial Report (CAFR)

6. **Discussion/Action:**

   A.) RESOLUTION – Reappointment; Matthew Lantzy; City Member to Capital Area Region Airport Authority Board; Term to Expire 9/30/2024

   B.) RESOLUTION – 2nd Amendment to the Stadium License/Lease/Service Agreement with Take Me Out to the Ballgame, LLC.

   C.) Place on File – City of Lansing 2021 Annual Report

   D.) Place on File- Comprehensive Annual Financial Report (CAFR), FY 2020

   E.) Place on File – Financial Statements; Lansing Building Authority , FY 2020

   F.) Place on File – Financial Statements; Lansing Brownfield Redevelopment Authority, FY 2020

   G.) Place on File – Financial Statements; Tax Increment Financial Authority (TIFA), FY 2020

   H.) Place on File – Financial Statements; Tri-County Metro Narcotics Squad, FY 2020

7. **Adjourn**

To mitigate the spread of COVID-19 and to provide essential protections to vulnerable Michiganders and this State's health care system and other critical infrastructure, it is crucial that all Michiganders take steps to-limit in-person contact, particularly in the context of large groups. Therefore, the above meetings will be conducted via audio/video conference.

The meetings are being held virtually in accordance with the Open Meetings Act, as amended in an effort to protect the health and safety of the public. Members of the public wishing to participate in the meeting may do so by logging into or calling into the meetings using the website or phone number above, and meeting ID provided. To provide input or ask questions on any item that is listed on the agenda, members of the public may contact the email address listed above under the meeting link.

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

DRAFT

MINUTES
Committee of the Whole
Monday, January 25, 2021 @ 5:30 p.m.

https://us02web.zoom.us/j/85940036219; ID: 859 4003 6219; or Dial in: (646) 876 9923

Held virtually in an effort to protect the health and safety of the public & to mitigate the spread of COVID 19

CALL TO ORDER

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

PRESENT- via audio/video

Councilmember Peter Spadafore remotely from Lansing, Michigan
Councilmember Adam Hussain remotely from Lansing, Michigan
Councilmember Carol Wood remotely from Lansing, Michigan
Councilmember Patricia Spitzley remotely from Lansing, Michigan
Councilmember Kathie Dunbar remotely from Lansing, Michigan
Councilmember Brandon Betz remotely from Lansing, Michigan
Councilmember Jeremy Garza remotely from Lansing, Michigan
Councilmember Brian T. Jackson remotely from Lansing, Michigan

MEMBERS PRESENT- via audio/video

Sherrie Boak, Council Staff
Mark Lawrence, Mayors Representative
Lisa Hagen, City Attorney
Jim Smiertka, City Attorney
Loretta Stanaway
Brett Kaschinske, Parks & Recreation Director
Jake Brower, Budget Director
Chief Martin, LFD
Tom Dickson, TMO
Robert Widigan, Finance Director
Richard Nussbaum, Lugnuts Representation of the League
Brian Lefler, Baird
Susan Stachowiak, EDP
Bob Johnson

Minutes

MOTION BY COUNCIL MEMBER HUSSAIN TO APPROVE THE MINUTES FROM JANUARY 20, 2021 AS PRESENTED. ROLL CALL VOTE, MOTION CARRIED 7-0, COUNCIL MEMBER JACKSON ABSTAINED SINCE HE WAS NOT PRESENT AT THAT MEETING.

Public Comment

Ms. Stanaway asked for the details on the presentation on the stadium lease, along with materials in the Council packet for the rezoning on 514 E Erie.
Council President Spadafore stated the materials for the stadium lease are being referred at Council tonight.

<u>Presentation</u>

<u>Second Amendment to Stadium License/Lease/Service Agreement with Take Me Out to the Ballgame, LLC</u>

Mr. Smiertka provided a history, and stated the amendment was proposed by TMO due to COVID and restructuring of the Minor Baseball League. Negotiations began over the last few weeks, and the OCA office is working on the amendment itself. Historically the first agreement goes back to 1995, the City built the stadium with multiple forms of financing, DGR (designated gross revenue), and he outlined the process of naming rights. In 2014 there was a first amendment, the City committee $13.5 million funds to enhance the stadium, and TMO agreed to make an additional cash payment. This amendment would go through 2034, and there is a resource in the OCA office that bullet point the details, and can be shared with Council. Part of the lease will turn into a fixed payment at $175,000 and escalate, and the City will continue to maintain parking revenue and 25% of concessions. The current naming rights with Jackson National Life at 50/50 will stay the same, and TMO has agreed to make their cash payments, but the City will have to finance certain improvements.
Mr. Dickson briefly explained the request, based on the impact of COVID to the 2020 season and the significant impact based on the reorganization of the Minor League Baseball, based on changes with the Major League Baseball taking over Minor Leagues, which means the National Association has been terminated. With this change, the Lugnuts are moving affiliates from Toronto to Oakland, moving up in levels, and now 42 minor leagues have been eliminated, bring it to 120 teams. With these changes there are some requirements for the stadium, one being the lights, and a new batting cage to name a few. Mr. Dickson concluded by explain the urgency, due to only getting the document from Major League Baseball over the last couple weeks, and to be a part of these changes the agreement needs to be enacted and signed by February 10, 2021. The organization wants to have a lease activated before the agreement is signed with Major League Baseball.
Mr. Widigan offered up his time if Council had any questions before the next meeting. The current TMO payment consists of 5 primary components that fluctuate throughout the year. This will change the payment structure, to flat payments and will streamline the process for both parties. The goal is to keep the City at the same obligation as currently have, and hold harmless. The capital improvements dollars to TMO will be significantly reduced with this amendment.
Council Member Wood asked for figures of what current revenues and expenditures are from the team and to the bonding. Mr. Widigan stated they are working on the models, and can sent that with the draft agreement. Council Member Wood, how know held harmless, if no numbers yet. Mr. Widigan stated they ran draft number. Council Member Wood asked if it was similar to the soccer league, and Mr. Widigan stated he was not here then, but could get that comparison. Council President Spadafore asked for a comparison letter on what now and what will get, what is the long term net for the City, and is there anything TMO is not going to have to cover with the amendment. Council Member Wood noted significant expenditures paid out due to the Soccer League, and asked Finance to provide information on what those costs were and if the City was able to recoup any of those. Mr. Widigan confirmed he can get the numbers from the soccer, and will also make sure there are comparison numbers before the next meeting. Council Member Wood asked the information be provided to the City Internal Auditor for a review, and she asked the document from Mr. Smiertka on the point by point from the start of the contract be sent to the Council. Mr. Smiertka stated he does have a point by point of the current lease, and he can prepare a comparison point by point from the beginning. Council Member Wood asked what the charge for Baird was on this analysis. Mr.

Widigan stated it is a flat rate retainer. Council Member Hussain agreed with Council Member Wood on not having documents currently and asked Mr. Widigan on the average lease payment over the last five years, the annual City CIP being paid, and if the soccer marketing payment was made in December, and if there was any payment reimbursement on the turf replacement. He concluded by stating he would submit his questions to Mr. Widigan. Council Member Hussain then asked Mr. Dickson on if the team is moving up in the league, why would there not be more revenue coming in and the marketability of the club. Council Member Jackson asked what security does Lansing Lugnuts have in this league, the referenced the document in the packet where the payments are list. He then asked Mr. Lawrence if there was a representation from the City Administration on why this option is a good thing. Council Member Betz asked Mr. Widigan what the assumptions are being made for revenue growth in the models. Mr. Widigan in the recent past there was an economic analysis and what the Lugnuts generated, and they did a comparison to the team in South Bend. Council Member Betz clarified he was looking for the assumptions in the revenue, not the impact. Mr. Widigan stated there is less then assumption, and with this new lease it is a flat payment, 25% of City event food and concessions. Council Member Betz stated in their comparison document of the old lease and the new lease, what are the assumptions to compare. Mr. Lefler for the 3 major revenue sources, under the current model there was an assumption there would be a 2% growth, in terms of the naming rights there is no growth, in terms of the bond there is a fixed amount. On the expenditure side they know it is a fixed interest rate, the City share of utilities is a 50/50 split at a 3% annual growth rate. In the letter from Mr. Smiertka in the packet were maximum amounts. As it relates to other revenue, there were no projections made. Council Member Betz noted 2% is lower than inflation and asked how they came up with that. Mr. Leflar agreed it is less than inflation, but he made an overall average assumption. Council Member Betz spoke in opposition to the 2% because there is historical information, but is opposed to moving forward on the lease amendment until seeing the economic impacts. Mr. Smiertka was then asked what happens if this is not approved, and Mr. Smiertka stated it stays in effect, and if they do not meet the requirements there are terms of termination in the contract. Council Member Spitzley asked Mr. Widigan when the information was provided to Baird. Mr. Widigan stated around the same time the City got it, late December. Mr. Smiertka stated the first meeting was in December, but the first proposal was around January 4, 2021. Council Member Spitzley referenced the date of the economic impact study, and Mr. Widigan was not able to provide that date and would ask Mr. Keith with LEPFA. Council Member Spitzley referenced the required upgrades, and asked Mr. Dickson if those are wants or requirements. Mr. Widigan stated they are requirements by the MLB, and so Council Member Spitzley asked for the list of all the requirements. Council Member Spitzley asked for the particulars on the Capital Improvement fund, then asked for philosophy on the changes. Mr. Widigan stated that during their analysis they are looking at the normal years and going forward. Mayor Schor was able to respond to the Capital Improvement Fund, and there are dollars in the budget, per the contract. Currently that is $200,000, and will be reduced by half moving forward. Regarding the comparison to Soccer and Baseball; soccer was a risk, and confirmed that the figures were just recently provided. Mr. Lefler was referred to as someone who can provide details to Council. Council Member Dunbar asked how much this would impact the bottom line now and in the future, and what are the revenue projections. Currently, she noted, there are hungry, homeless and unemployed families who might go to baseball when it comes back, and asked what strategy is being considered for seating to comply with COVID. Council Member Wood asked if Baird did the analysis for soccer, and she was told no. She then asked who in the Administration did that analysis. Council Member Wood then asked for the estimate on the improvement, and based on today's sale of bonds, what is the projection on what they could cost and what would that debt would be. Lastly if the lease amendment is approved, when would these MLB improvements need to be done. The Capital Improvement budget for this site was reduced by $250,000 from the three entities per Mr. Keith. Mayor Schor stated in the contract proposed is reducing, but the CIP in the past was budgeted per the contract. He would speak to Mr. Keith about the funds, the reduction discussion had confusion on what budget year that reduction was taking place. Council Member Garza referenced the proposed reductions and changes, and asked for that in writing. He then asked about the rebranding and something the City can profit on. Mayor Schor asked for details in the contract to be looked at. Mr. Dickson the City asked the team during negotiations to move to a flat fee structure, and under current deal there was 5% of retail sales, and now it will fall under the fixed fee. Council Member Garza asked if the MLB or the MLB team contribute funds to this. Mr. Dickson stated that the affiliation deals between teams are fixed so no negotiation, what can say there is a good relations between the teams. Mr. Smiertka stated the current revenue determination is a percentage and the proposed is going to be a flat rate. Council Member Garza asked the term of the contract with the Oakland A’s and was told 10 years. Council Member Jackson asked what security will the City have in the later years of the lease, when it could be more beneficial to the City. Mr. Dickson stated the longest deal with MLB was seven (7) years and this is a proposed ten (10) year lease. Mr. Dickson concluded that this contract with MLB is executing an iron clad contract with the Oakland A’s and the MLB.

Council President Spadafore concluded the presentation by recapping to the Administration and OCA that what the Committee is looking for is a side by side comparison of what is currently in place, what is proposed and what will be in place in 2034, and this information needs to be before Council before February 8, 2021. He then asked Mr. Lefler if he had any responses to earlier questions and Mr. Lefler stated his research was of the current contract, but he will review it again based on Council Member Betz’s inquiry. This will cover the costs where the City is related to the expenditures over 20 years which includes utility share, capital improvements and other exposures. The side by side comparison will be provided and if there is a different assumption that could add as well.

It was confirmed the February 8th meeting will start at 5 p.m.

Discussion/Action

RESOLUTION – Reappointment; Darlene Fancher; City of Lansing Member of Capital Area Transportation Authority; Term to Expire 9/30/2023

MOTION BY COUNCIL MEMBER HUSSAIN TO APPROVE THE REAPPOINTMENT OF DARLENE FANCHER TO THE CATA AUTHORITY. ROLL CALL VOTE, MOTION CARRIED 8-0.

RESOLUTION – Reappointment; Gillian Dawson; Elected Officers Compensation Commission; Term to Expire 10/1/2027

MOTION BY COUNCIL MEMBER HUSSAIN TO APPROVE THE RESOLUTION FOR THE REAPPOINTMENT OF GILLIAN DAWSON TO THE EOCC. ROLL CALLVOTE, MOTION CARRIED 8-0.

ORDINANCE - Chapter 1279, Appendix D to expand the Saginaw Street Overlay District

Ms. Stachowiak spoke briefly on the projects for the area. Council Member Jackson referenced the area and asked if St. Lawrence has any future plans for this site, and what initiated the request. Ms. Stachowiak stated this sets the stage zoning wise for redevelopment for the site if someone wants to develop, but there are no plans at this time. Ms. Stachowiak also confirmed this area was overlooked and it should have been included when the overlay district was set. Regarding potential projects, there have been discussion with Sparrow and they have no concerns with developments. Council Member Spitzley outlined what was done with the application with the Committee on Development and Planning in late 2020. Council Member Garza asked if other adjacent property owners were contacted. Ms. Stachowiak stated all effected property owners, occupants and tax payers were notified and there were no comments.

MOTION BY COUNCIL MEMBER HUSSAIN TO APPROVE THE ORDINANCE TO AMEND CHAPTER 1279, APPEDIX D TO EXPAND THE SAGINAW STREET OVERLAY DISTRICT. ROLL CALL VOTE, MOTION CARRIED 8-0.

ORDINANCE - Z-7-2020; 514 W Erie and 500 N Cedar; Rezoning from H Light Industrial to G-1 Business
MOTION BY COUNCIL MEMBER HUSSAIN TO APPROVE THE ORDINANCE FOR REZONING OF Z-7-2020; 514 ERIE AND 500 N CEDAR.
Council Member Spitzley outlined the proposal for senior housing and a multi-family building. The applicants have spoken to the neighboring residents, the public hearing was held, and the applicant has presented to the Planning Board.

ROLL CALL VOTE, MOTION CARRIED 8-0.

RESOLUTION - SLU-4-2020; 900 Southland Avenue, Suite 910, Church in F Commercial District
MOTION BY COUNCIL MEMBER HUSSAIN TO APPROVE THE RESOLUTION FOR SLU-4-2020, 900 SOUTHLAND.
Council Member Spitzley stated the applicant was referred to the Committee on Development and Planning after the public hearing, however with the applicants timing on the lease of a facility, the applicants are looking to move forward into this new site. Council Member Wood asked if, since this is a lease, the property will pay taxes, or be tax exempt. Ms. Stachowiak confirmed there will be taxes because they are tenants not the owners. Council Member Wood then asked if there is sufficient parking, and that was also confirmed. Council Member President Spadafore asked if the property were to sell would the church be allowed and required to pay taxes, and Ms. Stachowiak stated to become tax exempt the church would have to purchase the property.

ROLL CALL VOTE, MOTION CARRIED 8-0.

RESOLUTION – Change of Intent; Townsend Ramp Sale Revenue within the Lansing Fire Department
MOTION BY COUNCIL MEMBER HUSSAIN TO APPROVE THE RESOLUTION FOR THE CHANGE OF INTENT ON THE TOWNSEND RAMP SALE REVENUES TO THE LFD.
Mr. Brower recapped for the Committee that the Townsend Ramp was sold to the State and a portion of the net proceeds went to CIP projects, of which $100,000 went to SWOC for improvements for the LFD. At this time, the request is for the LFD to change how the funds would be spent, and use the balance of the funds towards the purchase of washers for turnout gear. Council Member Wood asked Mr. Martin about the new washers that were purchased over the last couple years and asked if this was an extension of those. Chief Martin stated there are two types of washers at the stations, and they want to segregate the turnout gear. This would implement best practices and minimize risks, and they are in the process of purchasing and leasing additional turn out gear since it has a 10 year shelf life. Council Member Spitzley asked if this would allow for washers in each station. Chief Martin stated the attempt is to put them in all stations. Council Member Garza asked if they are using local labor to install, and Chief Martin confirmed they would use local labor.

ROLL CALL VOTE, MOTION CARRIED 8-0.

RESOLUTION – Parks and Recreation Master Plan 2020-2025
MOTION BY COUNCIL MEMBER HUSSAIN TO APPROVE THE RESOLUTION FOR THE PARKS MASTER PLAN FOR 2020-2025. ROLL CALL VOTE, MOTION CARRIED 8-0.

RESOLUTION – Re-referrals of pending items from the Committee Intergovernmental Relations, General Services and Public Services

Council President Spadafore passed the gavel to Council Vice President Hussain. Council President Spadafore then explained that later at the Council meeting there will be action on the adoption of the Council Committee makeup. There are pending items in those Committees, and this resolution would reassign some action items to the new Committees and if the Rules are adopted then the Council will take action.

MOTION BY COUNCIL MEMBER SPADAFORE TO APPROVE THE RESOLUTION ON THE RE REFERRALS OF THE COMMITTEES. ROLL CALL VOTE, MOTION CARRIED 8-0.

Council Vice President Hussain passed the gavel to Council President Spadafore.

Council Member Wood asked if there would be action to motion a late item for Council out of this Committee and Ms. Hagen confirmed that as long as there are enough votes at Council to add the late item, they would be okay.

Adjourn

The meeting adjourned at 7:20 pm
Respectfully Submitted by,
Sherrie Boak, Recording Secretary
Lansing City Council
Approved by the Committee

City of Lansing

AUDIT PRESENTATION

June 30, 2020

I. INTRODUCTION

II. FINANCIAL STATEMENTS

A. Independent Auditor's Report (Pgs. 11-13)

B. Basic Financial Statements (Pgs. 27-118)

1. Government-Wide Financial Statements
    a. Statement of Net Position (Pgs. 30-31)
    b. Statement of Activities (Pg. 32)

2. Fund Level Financial Statements
    a. Governmental Funds Balance Sheet (Pg. 36)
    b. Statement of Revenues, Expenditures, and Changes in Fund Balance - Governmental Funds (Pg. 38)

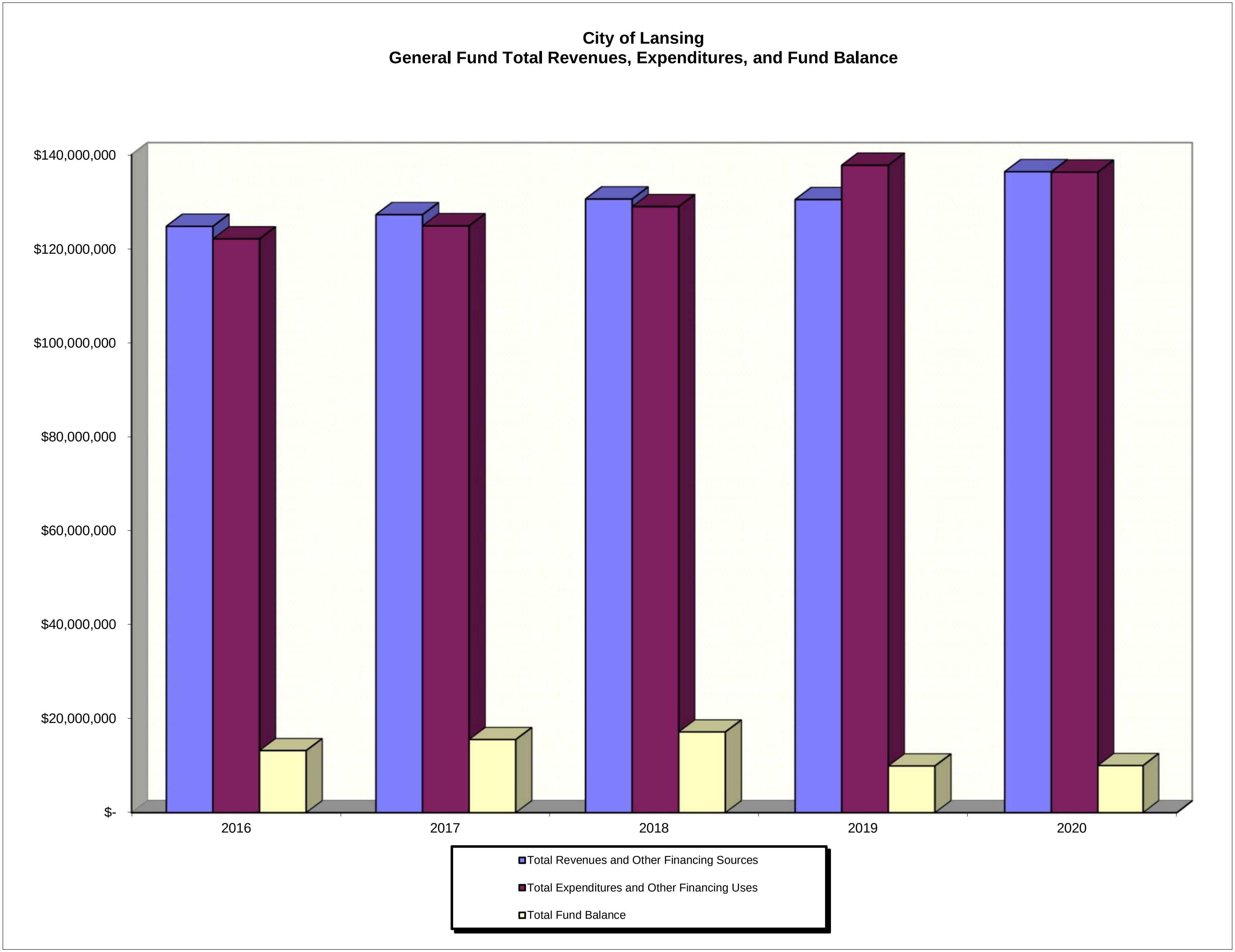
C. Supplementary Financial Information

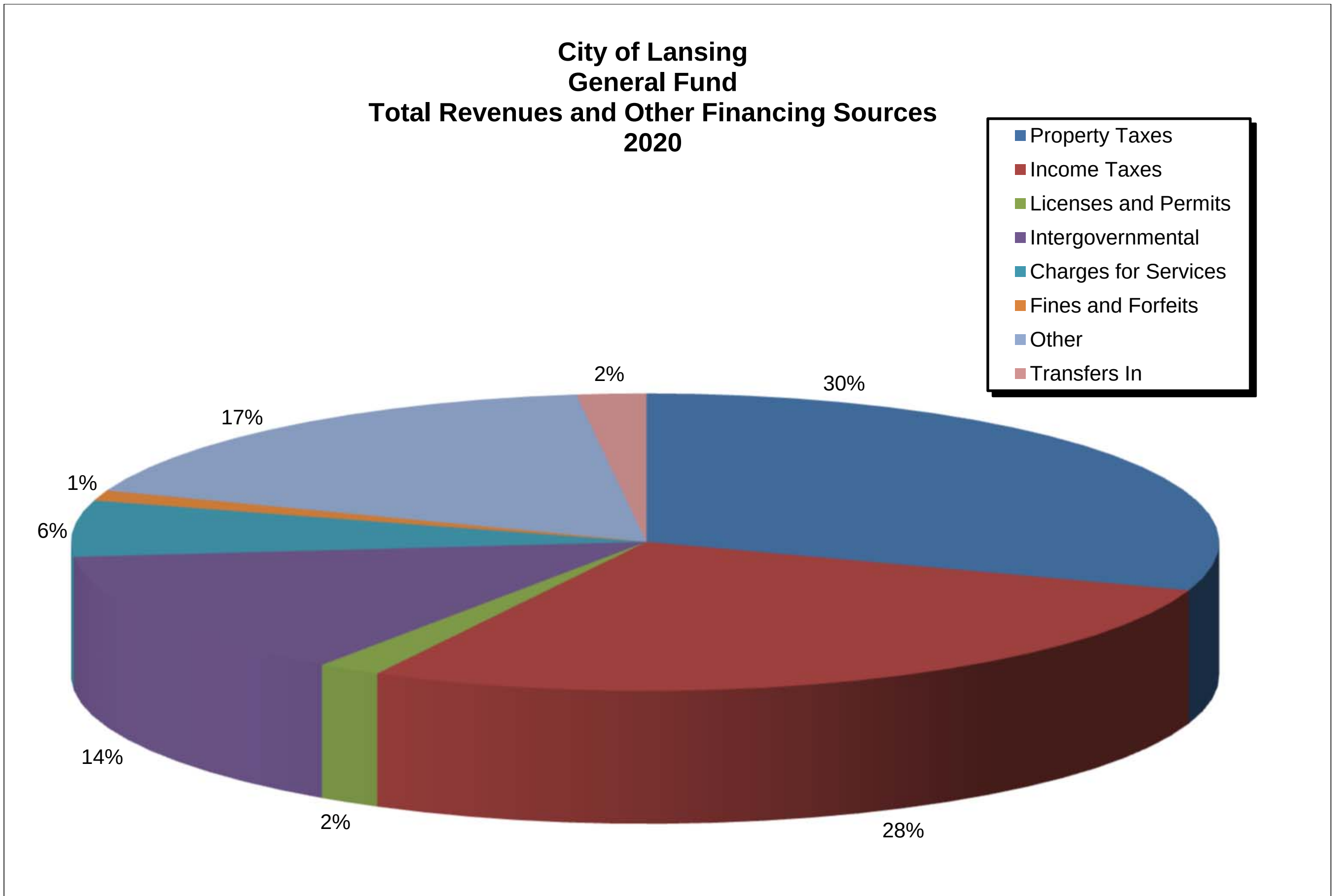
1. Five Year Analysis - Revenues, Expenditures, and Fund Balance (Handout)
2. Revenue and Expenditure Detail - 2020 (Handout)

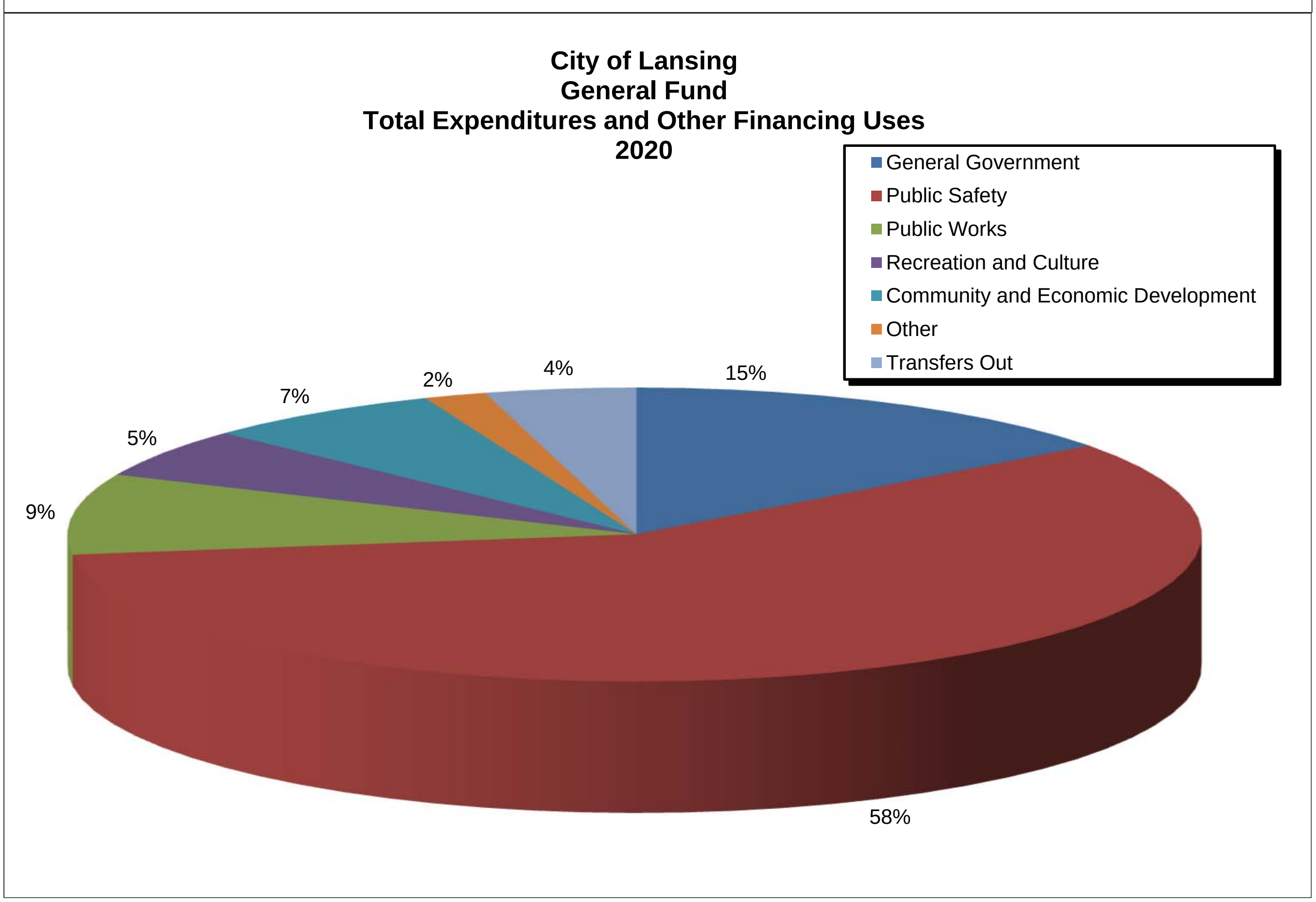
III. SINGLE AUDIT

IV. INTERNAL CONTROL LETTER

V. QUESTIONS


City of Lansing
General Fund Total Revenues, Expenditures, and Fund Balance
$140,000,000
$120,000,000
$100,000,000
$80,000,000
$60,000,000
$40,000,000
$20,000,000
$-
2016
2017
2018
2019
2020
Total Revenues and Other Financing Sources
Total Expenditures and Other Financing Uses
Total Fund Balance


City of Lansing
General Fund
Total Revenues and Other Financing Sources
2020
Property Taxes
Income Taxes
Licenses and Permits
Intergovernmental
Charges for Services
Fines and Forfeits
Other
Transfers In
2%
30%
17%
1%
6%
14%
2%
28%


City of Lansing
General Fund
Total Expenditures and Other Financing Uses
2020
General Government
Public Safety
Public Works
Recreation and Culture
Community and Economic Development
Other
Transfers Out
4%
15%
2%
7%
5%
9%
58%

Boak, Sherrie

From:	noreply@civicplus.com
Sent:	Tuesday, March 6, 2018 5:52 AM
To:	Plummer, Marilyn
Subject:	Online Form Submittal: Application for Appointment to Board or Commission

Application for Appointment to Board or Commission

Thank you for your interest in serving on a Lansing Board, Commission or committee. The Lansing City Charter requires that every appointee to a board, commission, or committee established by Charter or ordinance must meet the following qualifications and eligibility requirements:

• Be a registered elector in the City of Lansing (Charter Section 2-102).

• Be a resident of Lansing for one year prior to taking office (Charter Section 2-102).

• Not be in default to the City at the time of taking office (Charter Section 2-103.2).

• Not have been convicted, within 20 years of taking office, of a violation of the election laws of the City of Lansing, State of Michigan, or the United States; a violation of public trust; or any felony (Charter Section 2-103.1).

**The above requirements are only mandatory for charter boards.*

(Section Break)

Date	3/6/2018
First Name	Matthew
Middle	*Field not completed.*
Last Name	Lantzy
Other name(s) by which you have been known, including maiden names	*Field not completed.*
Date of Birth	
Address	1520 Windsor St.

City	Lansing
State	MICHIGAN
Zip Code	48906
Email	lantzy.matt@gmail.com
Gender	Gender
Ward	4
Precinct	*Field not completed.*
Best phone number to contact you	5178963385
Last 4 digits of social security number	
In what year did you move to Lansing?	2015
Additional information regarding experience and credentials	*Field not completed.*
Occupational Background	Current - Membership & Communications Coordinator (Kindsvatter, Dalling & Associates) Former - Michigan House of Representatives, United States Senate, Michigan State University
Educational Background	Masters Student - Public Policy (American Military University) - Current Bachelor of Arts - Public Policy & Political Science (Michigan State University) - Graduated Dec 2009
Please attach a resume if available	LantzyMar18.pdf
First choice for board to serve on	Capital Region Airport Authority (CRAA)
Second choice of a board to serve on	*Field not completed.*
Third choice of a board to serve on	*Field not completed.*
Fourth choice of a board to serve on	*Field not completed.*

Please comment briefly on why you wish to serve on a particular board or commission. Please be specific as to your goals and ideas about how you wish to contribute to the work of the board or commission	I would like to serve on the Capital Region International Airport Authority Board because I believe Lansing, as a hub of state government and next door to a major Big Ten university can and should play a greater role in regional transportation and economic development in the City, the County and the region. Lansing does have a host of disadvantages when it comes air transportation in the region. In close proximity to Grand Rapids, Flint and Detroit, all of which have greater service on a more diverse set of carriers (Southwest in Grand Rapids, Flint (for early 2018) and Detroit), Allegiant in Flint and Grand Rapids. This helps keep prices down, and attracts more travelers. One of the other major disadvantages for Lansing is the lack of competition in the aviation industry. In the year 2000, carriers such as Northwest, Continental, Midwest, US Airways, ATA existed and would gave Lansing a greater opportunity to attract more service. Through industry consolidation and bankruptcies, it has left the US with 3 major carriers: Delta, American and United. All of these currently serve Lansing with destinations such as Detroit, Minneapolis, Washington D.C. and Chicago. While having the three major carriers is a net positive for Lansing, the remaining leisure carriers are either entrenched in other airports (Allegiant in Grand Rapids and Flint, Southwest in Detroit and Grand Rapids), or do not have the appropriate sized aircraft and route structure network to support service to Lansing. These carriers, such as Alaska Airlines/Virgin America and Frontier would be potential carriers of interest if they had a route network to support service. Alaska Airlines/Virgin America has the Embraer 175 aircraft that I believe would be ideal for service into Lansing; however, their lack of a midwestern hub would make the E175 uneconomical for the top destinations that would be a positive impact for Lansing, such as New York City. Similarly, Frontier has in recent years decentralized their route network to move away from Denver as their only hub. They have gone to more of a point to point route network with more focused paid to the East Coast and Florida. The biggest issue with Frontier is that their fleet only consists of Airbus A320 series aircraft. While Lansing has in the past proven that it can support mainline sized aircraft with Sun Country and Allegiant, those routes generally revolved around a hub airport (Allegiant in Florida and Sun Country in Minneapolis). One of the other issues facing Lansing is higher costs per enplanement than surrounding airports, making it costlier to operate from. This leads to a circular problem in that the way to lower costs is to attract more service, but to attract more service, the airport needs to lower costs. If fortunate enough to be selected for a seat on the Capital Regional International Airport Authority Board of Directors, I would aim for the following goals: 1. Reduce per enplanement costs to become

	more competitive with surrounding airports (GRR, FNT, DTW) 2. Work with existing carriers to increase frequencies to current destinations (DTW, MSP and ORD) 3. Worth with existing carriers to commence new service to already existing hubs (such as ATL, CLT and NYC) 4. Work with existing carriers to upgrade to larger aircraft 5. Work on finding new carriers (such as Allegiant or Frontier) to commence service to popular Florida destinations such as Orlando or Tampa
Qualifications and Eligibility – At this time, if you do not meet one or more of the qualifications or eligibility requirements listed at the top, please state here the requirement to be met and explain how you will be qualified or eligible before you would be sworn in to an appointed office	*Field not completed.*
Background Check Authorization	I agree
Please type your name in this box to signify that you can serve on a board or commission and the information in this application is accurate to the best of your knowledge	Matthew Lantzy
Date & Time	3/6/2018 6:00 AM

Email not displaying correctly? View it in your browser.

Matthew Lantzy

Research & Public Policy Professional

Research, public policy and trade association management professional with 5 plus years experience. young and energetic professional, I have a passion for assisting organizations in advancing their miss using my skills in public policy, research and customer service. My experience spans federal and state government as well as the non-profit sector. I am always willing to learn, adapt to organizational need expand my capabilities.

Work Experience

11.2017

Membership & Communications Coordinator

Kindsvatter, Dalling & Associates

As the Membership & Communications Coordinator for Kindsvatter, Dalling & Assoc am responsible for coordinating membership and communications services for the f trade associations: Michigan Propane Gas Association, Ohio Propane Gas Associa Pacific Propane Gas Association and the Michigan Chapter of the American Society Landscape Architects. I am responsible for membership dues, event registration, o event logistics and various communications responsibilities. In addition, I assist wit logistical duties for the following associations: Michigan Podiatric Medical Associati Burglar and Fire Alarm Association of Michigan, Indiana Podiatric Medical Associati the American Academy of Podiatric Practice Management.

03.2017 - 11.2017

Professional Aide

Michigan State University

Assist members of MSU Human Resources with federal employment compliance a projects, mainly focusing on I-9 issues.

06.2014 - 02.2017

Research Director

Michigan House of Representatives

As the Research Director (and formally a Research Assistant) with the Michigan Ho Representatives Democratic Caucus, I worked closely with both the Democratic Po Democratic Communications teams. In this position, I collected, researched and an

Education

01.2017 - present

Master's in Public Policy - American Military University

National Security Policy

09.2011 - 09.2012

Teacher Certification - Michigan State University

Social Studies Education

08.2006 - 12.2009

Bachelor of Arts - Michigan State University

Public Policy & Political Science

08.2002 - 05.2006

High School Diploma - DeWitt High School

Internships

12.2013 - 06.2014

Fall Intern

State Rep. Andy Schor

Assisted the office with legislative research, constituent relations and event plannin instrumental in planning a day at the capitol and legislator simulation for 3 local high In addition, performed initial research and assisted staff in interfacing with policy sta interest groups to revise HB 4054, which would eventually become PA 40 of 2015.

05.2012 - 06.2013

Policy Research Intern

Michigan License Beverage Association

Performed legislative and policy research related to various issues that faced the M Licensed Beverage Association.

09.2009 - 12.2009

Fall Intern

United States Senate

Performed various tasks related to constituent outreach and constituent services fo Debbie Stabenow.

Leadership Experience

Assistant Baseball Coach - DeWitt High School (2007-2009)

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

WHEREAS, the Mayor has made the appointment Matthew Lantzy as a member of the Capitol Region Airport Authority Board for a term to expire September 30, 2024; and

WHEREAS, the nominee has been vetted by the Mayor’s Office and meets the qualifications as required by the City Charter; and

WHEREAS, the Committee of the Whole met on February 8, 2021 and took affirmative action.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of Matthew Lantzy as a City of Lansing member of the Capital Region Airport Authority Board for a term to expire September 30, 2024.

Draft #6/FINAL
February 4, 2021

SECOND AMENDMENT TO THE STADIUM LICENSE, LEASE, AND SERVICE AGREEMENT

This is the Second Amendment (the “Second Amendment”) to the Stadium License, Lease, and Service Agreement (the “Agreement”), by and between the CITY OF LANSING, a Michigan municipal corporation (the “City”), and TAKE ME OUT TO THE BALLGAME LIMITED LIABILITY COMPANY, LLC a limited liability company organized and existing under the laws of the State of Illinois (“TMO”). TMO and the City shall be referred to herein collectively as the “Parties” or singularly as “Party.”

RECITALS

1. TMO owns a class High “A” baseball club (the “Club”) invited to play by Major League Baseball in a Professional Development League operated by Major League Baseball pursuant to a Professional Development License which League is a successor to the Midwest League Professional Baseball Clubs, Inc. (the “Midwest League”);

2. TMO and the City desire to amend the Stadium License, Lease, and Service Agreement executed in 2014;

3. The Agreement was amended shortly after its execution via a First Amendment in 2014;

4. This Second Amendment to the Agreement is intended to revise the Agreement, but the provisions outlined in the First Amendment shall remain in full force and effect except as modified herein;

5. TMO and the City desire to recognize the circumstances around two (2) once in a century events, the COVID-19 pandemic, which has had devastating short term impacts with the loss of the 2020 baseball season and likely a significant part of the 2021 baseball season, and the uncertainty of the long term impact of the changing relationship between Major League Baseball and Minor League Baseball. This relationship will be different in a material way from the business model established at the time this Agreement was negotiated.

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

AMENDMENTS TO THE AGREEMENT

1. In Article I, “Single ‘A’” is removed, and replaced with “High ‘A’”.

2. In Article I, “2034” is replaced with “2038.”

3. The text of Article II, Section F is removed entirely, and replaced with “This definition is intentionally left blank.”

4. The text of Article II, Section I is removed entirely, and replaced with “This definition is intentionally left blank.”

5. In Article II, Section W is amended by adding to the end of the existing definition language as follows:
    a. “and its successors and assigns including but not limited to whatever League replaces the Midwest League as a result of a Professional Development License being entered into between TMO and MLB Professional Development League, LLC, a limited liability company wholly owned by Major League Baseball, an unincorporated association of professional baseball teams (“MLB”).

6. The text of Article II, Section X is removed entirely and replaced with “This definition is intentionally left blank.”

7. In Article II, Section AC is amended by adding to the end of the existing definition language as follows:
    a. “(“NA”) and its successors and assigns including but not limited to whatever entity replaces the NA as a result of a PDL being entered into between TMO and MLB.”

8. The text of Article II, Section AJ is removed entirely and replaced as follows:
    a. “Professional Baseball Agreement League License (“PDL”) shall mean a written license entered into between MLB and a minor league team, including but not limited to, TMO.

9. In Article III Section A:
    a. “20 years” is removed and replaced with “24 years”
    b. “December 31, 2034, at 11:59pm” is removed and replaced with “December 31, 2038 at 11:59pm.”

10. The text of Article III Section B(c) is removed entirely and replaced as follows:
    a. “ TMO fails to conduct the lesser of (i) fifty-five (55) regular season TMO Home Baseball Games during any calendar year or (ii) the maximum number of Home Baseball Games permitted by MLB pursuant to a PDL.”

11. The text of Article IV Section A(2) payments is amended to read as follows:

a. "The City agrees to future investments in Stadium capital improvements as outlined herein. Said Capital Improvement Plan ("CIP") payments shall be made based on an annualized CIP mutually agreed to and presented by October 1 of the year preceding the next City fiscal year in which the improvements are to be made. The CIP obligation shall be up to the following maximum amounts in each City fiscal year:

2021 and 2022	$0.00 (none)
2023 and 2024	$50,000 per fiscal year maximum
2025 through 2038	$100,000 per fiscal year maximum

In the event the City and TMO 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(Z).

In 2026 a new jointly funded (50/50 split between the Parties) and commissioned facilities study of the Stadium will be done to determine if repairs and upgrades are necessary."

12. The text of Article V Section A is amended to read:
    a. " For the term of this Agreement, TMO shall cause the Club to play all of its Home Baseball Games at the stadium and, consistent with Article XVI, covenants to play either (i) a minimum of fifty-five (55) Home Baseball Games or (ii) the maximum number of Home Baseball Games permitted by MLB pursuant to a PDL"

13. The text of Article V Section B(4) is amended by adding after the existing sentence:
    a. "TMO shall be responsible for ensuring the Stadium Operational Plan is consistent with the requirements contained in the PDL between TMO and MLB ("TMO PDL")."

14. The text of Article VII Section A is removed entirely and replaced as follows:
    a. "The City and TMO currently have a stadium naming rights agreement with Jackson National Life Insurance Co. ("JNL"). Pursuant to the stadium naming rights agreement, the City and TMO shall split the gross revenue, less the costs to execute the package (not including marketing costs) equally. In the event the existing Stadium naming rights agreement with JNL expires or is terminated for any reason, then TMO shall have the right to market and sell, lease, or license the naming rights to the Stadium for a period of time no longer than the remainder of the term of this Agreement. The City and TMO shall either split the gross revenue, less the costs to execute the package (not including marketing and sales costs) from the sale of said rights equally or, TMO shall pay $150,000 annually to the City (50% due on February 1 and 50% due on August 1), whichever is greater.

TMO shall not enter into any Stadium naming rights agreement without the prior approval of the City, which shall have the right to refuse approval for any reason.

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

1. In any written statement, including but not limited to tickets related to all Stadium Events, the City and TMO will use the name and logo of the entity securing such Stadium Naming Rights. The party securing the naming rights shall have the right, as a third party beneficiary, to enforce the rights in the preceding sentence.
2. The identification of the entity securing such Stadium Naming Rights will appear in a prominent position on the Stadium's Scoreboard as described in Article V above; and,
3. TMO agrees that it shall not print any advertisement on its tickets, nor allow any advertisement on the Stadium Scoreboard, that conflicts with the major or material products or services advertised or offered for sale by the owner, lessee, or licensee of such Stadium Naming Rights. Nor shall TMO engage a sponsor of a major giveaway for or naming rights to a TMO Home Baseball Game or TMO Special Event which sells major or material projects or services that conflict with the major or material products or services advertised or offered for sale by the owner, lessee, or licensee of the Stadium Naming Rights."

15. In Article VIII Section D(1), "All revenue generated from such lease, license, or rental shall be subject to the provisions of Article XIV" is removed.

16. In Article VIII Section D(2), "Such license, lease, or rental shall be made on an event-by-event basis and CTR shall be subject to Article XIV below" is removed.

17. In Article VIII Section D(3), "Such rental shall be made on an event-by-event basis and revenue generated from such rental shall be subject to Article XIV below."

18. In Article VIII Section G, "Any revenue generated from such operation shall be subject to the provisions of XIV" is removed.

19. In Article VIII Section J(1), "Such license, lease, or rental shall be made on an event-by-event basis and CTR shall be subject to Article XIV below" is removed.

20. In Article VIII Section M(1), "and all revenue generated by or within the Banquet Center shall be considered part of DGR" is removed.

21. In Article VIII Section M(2), "and all revenue generated by or within the Banquet Center shall be part of DGR" is removed.

22. In Article IX, the language before Section A, is amended to read:
    a. "The City and TMO agree that there is a need for the scheduling of events at the Stadium. As such, the Parties have adopted, for implementation each year of this Agreement, the following scheduling procedure, which shall be subject to any requirements of a PDL."

23. In Article XI, the following is added before Section A:
    a. "The City and TMO acknowledge all Advertising described in this Article XI is subject to the PDL between TMO and MLB which will contain certain restrictions on advertising including, but not limited to, exclusivity. TMO shall take reasonable steps to (i) assist the City in complying with any PDL restrictions and (ii) take reasonable steps to maximize its Advertising revenue under the restrictions of the TMO PDL."

24. In Article XI Section A(1)(a), "The Parties have further agreed that, as it applies to the provisions of Article XIV(A), all revenue generated from the sale of Permanently Affixed Stadium Signage shall be attributable to TMO Home Baseball Games without proration or offset" is removed.

25. In Article XI Section A(2), "Any revenue generated from the sale of such Advertising shall be subject to the obligations of Article XIV of this Agreement" is removed.

26. In Article XII Section A, "with such revenue neither being included in DGR nor subject to Article XIV herein" is removed.

27. The text of Article XIV Section A(1) is removed entirely and replaced with:
    a. "<u>License Fee</u>. In consideration for the License granted to it by the City pursuant to this Agreement, TMO will, pay to the City the following License Fee each calendar year:

2021 – 2023	$175,000 each calendar year
2024 – 2028	$225,000 each calendar year
2029 – 2033	$250,000 each calendar year
2034 – 2038	$300,000 each calendar year

TMO shall make quarterly payments to the City on these dates: 03/01, 06/01, 09/01, and 12/01, or on the immediately following business day.

Due to the COVID-19 pandemic, the 2020 season was cancelled. Pursuant to a settlement amount agreed upon by the Parties, TMO shall pay to the City a total of $300,000 in equal annual installments payable over a ten (10) year period on the same payment cycle of the License Fee for its 2020 License Fee."

28. The text of Article XIV Section A(2) is removed entirely, and replaced with:
    a. "Additional Cash Payment. The City, pursuant to this Article XIV(B)(3) ("Additional PDL Financing"), shall enter into an installment purchase agreement in an amount not to exceed One Million Two Hundred and Fifty Thousand and 00/100 Dollars ($1,250,000.00) for stadium improvements required by the TMO PDL. Pursuant to the First Amendment to the Stadium License, Lease, and Service agreement and this Additional PDL Financing, TMO shall make the Additional Cash Payment to the City of One Hundred Twenty Five Thousand and 00/100 Dollars ($125,000.00) each calendar year through calendar year 2030 in two equal installments paid on 06/01 and 12/1 or on the immediately following business day. This obligation to make the Additional Cash Payment to the City shall terminate after the calendar year 2030. The Additional Cash Payment is in addition to all other sums due and owing to the City pursuant to the Agreement. Failure by TMO to timely make required Additional Cash Payment may be considered material breach pursuant to Article XXIII of the Agreement."

29. The text of Article XIV Section A(3) is removed entirely, and replaced with "This section is intentionally left blank."

30. The text of Article XIV Section A(7) is removed entirely, and replaced with "This section is intentionally left blank."

31. In Article XIV Section A(8):
    a. "Minimum Guaranteed Payment" is removed and replaced with "License Fee" in each occurrence in this section.
    b. "of DGR and all other" is removed.

32. In Article XIV Section (B), subsection (3) is added and reads as follows:
    a. "Additional PDL Financing. The City shall enter into an installment purchase agreement pursuant to Act 99 of 1933 (the "Act"), in an amount not to exceed One Million Two Hundred Fifty Thousand and 00/100 Dollars ($1,250,000.00) to provide additional financing for stadium improvements required by the TMO PDL (the "Additional PDL Financing"). The terms of the installment purchase agreement shall be in the City's sole and absolute discretion. At its sole and absolute discretion, the City may use an alternative financing vehicle to provide the Additional PDL Financing if it is financially beneficial. In the event the City does not obtain the Additional PDL Financing for any reason, TMO shall have no obligation to make the Additional Cash Payment required under this Article

XIV(A)(2), however TMO shall continue to make the Additional Cash Payment required under the First Amendment to the Stadium License, Lease, and Service Agreement.

33. The text of Article XVI Section A(2) is amended to read:
    a. "TMO covenants and agrees that it will play all of its home baseball games at the Stadium whether such games be designated preseason, regular season, post-season, or exhibition games. In addition, TMO covenants to the City that TMO will cause at least (i) fifty-five (55) regular season TMO Home Baseball Games during any calendar year or (ii) the maximum number of Home Baseball Games permitted by MLB pursuant to a PDL to be played at the Stadium in each calendar year of this Agreement."

TAKE ME OUT TO THE BALLGAME LIMITED LIABILITY COMPANY	**CITY OF LANSING**
By: ____________________ Tom Dickson, Managing Member	By: ____________________ Andy Schor, Mayor
Approved as to form only: available	I hereby certify that funds are In account No. : ______________
____________________ City Attorney	____________________ City Finance Director

STADIUM LICENSE, LEASE AND SERVICE AGREEMENT

By and Between

TAKE ME OUT TO THE BALL GAME,
LIMITED LIABILITY COMPAY

and

CITY OF LANSING

(2014)

STADIUM LICENSE, LEASE AND SERVICE AGREEMENT

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MISCELLANEOUS

EXHIBITS:

STADIUM LICENSE, LEASE AND SERVICE AGREEMENT

This Stadium License, Lease and Service Agreement ("Agreement") is made and entered into this _______ day of ________________, 2014, by and between Take Me Out to the Ballgame Limited Liability Company, a limited liability company organized and existing under the laws of the State of Illinois ("TMO"), and the City of Lansing, a municipal corporation organized and existing under the laws of the State of Michigan (the "City") (TMO and the City shall be referred to herein collectively as the "Parties," or singularly as "Party").

ARTICLE I.

RECITALS

TMO owns a class ~~Single "A"~~ High "A" baseball club (the "Club") in the Midwest League of Professional Baseball Clubs, Inc. (the "Midwest League"); and

TMO desires to keep its location for the playing of Club baseball games in Lansing, Michigan in connection with its franchise in the Midwest League; and

TMO and the City desire to terminate the current Stadium License, Lease, and Service Agreement executed on October 24, 2005, and all amendments thereto, and enter into a new Stadium License, Lease, and Service Agreement to cause TMO and the Club to play its home baseball games in the City pursuant to the terms and conditions of this Agreement through the year ~~2034~~ 2038; and

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

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, TMO and the City agree as follows:

ARTICLE II.

DEFINITIONS

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

A. “Banquet Center” shall mean dedicated indoor event space in the leftfield area of the Stadium, as set forth more specifically in the CDA an ancillary documents, containing a maximum seating capacity of one hundred and fifty (150) on the second floor.

B. "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.

C. “City Events" shall mean the following events, activities or programs held at the Stadium:

i) Diamond Classic (all rounds)

ii) Triple Crown sports

iii) MSU varsity baseball games, *except* a single game scheduled between the Club and MSU each year (commonly known as the “Crosstown Showdown”).

iv) Homerun for Hope.

v) Michigan Mile.

vi) Kidney Walk.

vii) Any non-profit, charity, or City department or agency that desires to have an event held on the field as scheduled in Article IX (field events only).

vii) Events scheduled through LEPFA and the Greater Lansing Convention and Visitors Bureau which are designated as community events and scheduled more than fifteen (15) months prior to the event date).

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.

E. "Clubhouse Paid Admission Tickets" shall mean the right granted in consideration for monetary remuneration to any person to enter the Clubhouse on the day of a TMO Home Baseball Game, whether or not that right is exercised. It does NOT include Paid Admission Tickets. Clubhouse Paid Admission Tickets may be sold separately or in conjunction with Paid Admission Tickets in packages or otherwise. Clubhouse Paid Admission Tickets may be sold on the same ticket (the physical ticket) as a Paid Admission Ticket, as reflected in the price of the ticket.

F. ~~"Clubhouse Paid Admission Ticket Revenue" or "CTR" shall mean gross revenue consisting exclusively of revenue generated from the sale of Clubhouse Paid Admission Tickets. CTR shall NOT include the gross revenue attributable to the Paid Admission Ticket. For purposes of determining CTR, the Parties will use the average price of Paid Admission Tickets.~~ This definition is intentionally left blank.

G. "Complimentary Admission(s)" shall mean the right granted to any person to enter the Stadium on the day of a TMO Home Baseball Game for which no monetary remuneration is given. Complimentary Admission(s) shall include, but not be limited to, press passes, staff passes, league passes, player passes and complimentary tickets, as well as the right of access granted to TMO employees and personnel. Complimentary Admission(s) shall not include the right to enter the Stadium on the day of a TMO Home Baseball Game pursuant to a Paid Admission Ticket.

H. "Comprehensive Development Agreement" or "CDA" shall mean the agreement titled "Comprehensive Development Agreement," entered into between the City, Developer, and TMO, and fully executed on the same day as this Agreement.

I. ~~"DGR" shall mean the designated gross revenue consisting exclusively of revenue generated from the following sources, less i) any state sales tax paid by TMO on such revenue; and ii) the actual cost to TMO of any Game Promotion:~~

~~1. Sale of Food and Beverage Concessions at TMO Home Baseball Games;~~

~~2. Sale of Paid Admission Tickets;~~

~~3. Rental of the Expandable Luxury Suites for use at TMO Home Baseball Games;~~

~~4. Sale of all Novelties and Souvenirs, both at the Stadium during TMO Home Baseball Games and at the Stadium Souvenir Stores at any time during the term of this Agreement, excluding internet sales; and~~

~~5. Advertising revenue generated from all sources at the Stadium or on the Outfield Development Parcel during the day of TMO Home Baseball Games.~~

~~6. All Banquet Center revenue including rental, leasing, licensing, advertising, tickets, and food and beverages sold at any time of the year.~~

~~DGR shall NOT include MSENP, or CTR, which are defined separately in this Agreement.~~

This definition is intentionally left blank

J. "Developer" shall mean that person or entity as defined in the CDA.

K. "Developer Units" shall mean those condominium units in the Outfield Development Parcel which are owned by the Developer, as described more specifically in the Condominium Documents as defined in the CDA and agreed to at Master Closing.

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

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

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

O. "Food and Beverage Concessions Equipment" shall mean equipment required or appropriate to store, prepare, display, service, distribute and sell food and beverage concessions at the Stadium. The Parties understand and agree that the Food and Beverage Concessions Equipment shall be consistent with the original equipment in the stadium and include equipment similar to that found in minor league baseball facilities similar in quality to the Stadium, including but not limited to, equipment related to preparing grilled food. "Fixed" Food and Beverage Concessions Equipment shall be that equipment which is permanently in the stands. "Portable" Food and Beverage Concessions Equipment shall be that equipment which is located in the concourse. "Small" Food and Beverage Concessions Equipment shall include items such as smallwear, kitchenware, silverware, cheese dispensers, condiment dispensers, pots and pans, and any other like portable equipment used to dispense food/beverages that are not part of the original agreement.

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

Q. "Hazardous Materials" shall mean any hazardous or toxic wastes, pollutants or contaminants, substances or materials, including, but not limited to any radioactive substances, hydrocarbons, industrial solvents, flammables or explosives, waste or used oil, any "toxic, hazardous or contaminated substance" prohibited, limited or regulated under the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. subsections 9601 et seq. ("CERCLA"), or the Resources Conservation and Recovery Act, as amended, 42 U.S.C. subsections 6901, et seq., or in the United States Department of Transportation Hazardous Materials Table, as amended, 49 C.F.R. 172.101, or under any applicable federal, state or local statutes, regulations and ordinances, and any other substances or material which could presently or at any time in the future cause a detriment to or impair the value or beneficial use of the Stadium or constitute or cause a health, safety or environmental hazard on or off the Stadium or to any person who may enter the Stadium or surrounding property or which may require remediation at the behest of any governmental authority.

R. "Host Suites" shall mean one (1) TMO suite and one (1) City suite, more specifically described in the Plans and Specifications.

S. “LEPFA” shall mean the Lansing Public Facilities and Entertainment Authority.

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

U. “Master Closing” shall mean that term as defined in the CDA.

V. “Master Schedule” shall mean the master development, construction and phasing for Stadium Improvements and the Outfield Development Project schedule adopted pursuant to the CDA.

W.. "Midwest League" shall mean the Midwest League of Professional Baseball Clubs, Inc. and its successors and assigns including, but not limited to, whatever League replaces the Midwest League as a result of a Professional Development License (“PDL”) being into between TMO and MLB Professional Development League, LLC a limited liability company wholly owned by Major League Baseball, an unincorporated association of professional baseball teams (“MLB”).

X. ~~"Minimum Guaranteed Payment" shall mean, and be equal to Three Hundred Fifty Thousand and 00/100 Dollars ($350.000.00) annually.~~ This definition is intentionally left blank.

Y. "MSU" shall mean Michigan State University.

Z. “Mutually Sponsored Event” shall mean an event co-sponsored by TMO and the City and specifically excludes City Events, TMO Special Events, and TMO Home Baseball Games.

AA. “Mutually Sponsored Event Net Profit” or “MSENP” shall mean all gross revenue generated at or because of a Mutually Sponsored Event, including but not limited to all admission tickets for the Stadium or any part therein, Broadcast Rights, Novelties and Souvenirs, advertising revenue, sponsorship revenue, and Food and Beverage Concessions, less actual taxes paid, actual labor costs, actual food and beverage costs, actual equipment rental fees, actual material costs, and actual entertainment fees, all of which are attributable to the Mutually Sponsored Event.

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

AC. "National Association" shall mean the National Association of Professional Baseball Leagues, Inc. of which the Midwest League is a member~~.~~ <u>("NA") and its successors and assigns including, but not limited to, whatever entity replaces the NA as a result of a PDL being entered into between TMO and MLB</u>

AD. "Novelties and Souvenirs" shall mean any product, item, device, souvenir, novelty, supply or other personal property. Novelties and Souvenirs shall include but not be limited to, baseball caps and hats, bats, baseball shirts, baseballs, baseball cards, baseball gloves, baseball scorecards, programs, souvenir books and other related products which bear, contain or display the logo, trademark, trade name or design of the Club, any Major League Baseball club, any team of any league which is a member of the National Association or any other professional baseball team. Novelties and Souvenirs shall specifically exclude TMO Special Events Novelties and Souvenirs as defined below.

AE. "Outfield Development Parcel" shall mean that portion of the Stadium located between the outfield wall and the northern fence of the Stadium, and more particularly described in Exhibit F.

AF. "Outfield Development Project" shall mean that term as defined and described in the CDA, and including both Stadium Units and Developer Units as defined therein.

AG. "Paid Admission Tickets" shall mean the right granted in consideration for monetary remuneration to any person to enter the Stadium through the Stadium's turnstiles on the day of a TMO Home Baseball Game, whether or not that right is exercised.

AH. "Permanently Affixed Stadium Signage" shall mean all advertising signage at the Stadium whether flat, backlighted or otherwise, that is permanently affixed to any interior portion of the Stadium including, but not limited to, the outfield fence(s), the concourse, the dugouts, and on or attached to the structure which is constructed within the Outfield Development Parcel, whether a Stadium Unit or Developer Unit. Permanently Affixed Stadium Signage shall specifically exclude only Scoreboard Advertising.

AI. "Plans and Specifications" shall mean the final plans and specifications used for the construction and build-out of the Stadium, specifically describing the design of the Stadium and all included amenities, as modified or renovated from time to time.

AJ. ~~"Professional Baseball Agreement" shall mean and refer to that certain Professional Baseball Agreement, and all of its attachments, entered into by and between the National League of Professional Baseball Clubs, Inc., the American League of Professional Baseball Clubs, Inc. and the National Association, as such Professional Baseball Agreement may be amended from time to time.~~ “Professional Baseball Agreement League License” (“PDL”) shall mean a written license entered into between MLB and a minor league team, including but not limited to, TMO.

AK. "Regular Season" shall mean those professional baseball games that are played in any calendar year by and between Midwest League franchise members or members of any successor to the Midwest League pursuant to scheduling by and at the direction of the

Midwest League or any successor to the Midwest League excluding pre-season, spring-training, exhibition, all-star, post-season or playoff games.

AL. “Renovation Funds” shall mean the funds as defined more particularly in the CDA.

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

AN. "Stadium" shall mean the minor league baseball stadium located in the City of Lansing at the north side of Michigan Avenue between Cedar and Larch streets, and its playing field. Stadium shall include only the structure and Stadium units within the perimeter of the walls of the Stadium and field or berm fences and shall not include contiguous parking and/or real property upon which the Stadium does not sit, or the Developer Units, as described in the as-built Plans and Specifications.

AO. “Stadium Event" shall mean any TMO Home Baseball Game, TMO Special Event, City Event, and/or Mutually Sponsored Event.

AP. “Stadium Improvements” shall mean that term as defined in the CDA.

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

1. Facility Services. The operation and staffing of the Stadium scoreboard, the public address system, the box office, security within the Stadium necessary to assure the reasonable safety of attendees, all ticket booths and ushering services, first-aid room and the opening and closing of the Stadium, and the operation of all Stadium facilities at all Stadium Events.

2. Field Preparation. Field preparation in advance of baseball games which shall include,

but not be limited to, lining the field, preparation of the unsodded areas of the field, installation of bases, restoration of the field surface as required, and such other services needed to fully prepare the field for baseball games and Stadium Events.

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

4. Janitorial Services. The cleaning and maintenance of the interior portions of the Stadium during and after all Stadium Events, including the stocking of all restrooms with paper products as required prior to such events, the pick up and disposal of all trash collected from such areas immediately after such events, and any necessary clean-up of trash and debris from public areas within and 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.

5. 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

AR. "Stadium Souvenir Stores" shall mean those stores located within the Stadium. One such Stadium Souvenir Store shall have public access from outside the Stadium.

AS. “Stadium Units” shall mean those condominium units in the Outfield Development Parcel which are owned by the City of Lansing, as described more specifically in the Condominium Documents as defined in the CDA and agreed to at Master Closing.

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

AU. "TMO Home Baseball Game" shall mean home games of the Club, as the phrase is used throughout this Agreement, and shall mean all those baseball games at which the Club is a participant, including pre-season, exhibition, regular season, post-season and play-off, and postponed or rescheduled games and other games arranged, approved and regularly scheduled by the Midwest League, its successors or assigns and scheduled to be played in the territory for which the Club holds a franchise of the Midwest League, its successors or assigns, except that any such game or games the playing of which in the Stadium is excused under other provisions of this Agreement shall not be deemed a home game or games.

AV. "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.

AW. "TMO Special Event" shall mean any event that is scheduled by TMO pursuant to Article IX(D) herein and conducted at the Stadium, that is not a City or a Mutually Sponsored . This specifically excludes events scheduled in the Banquet Center.

AX. "TMO Special Event Novelties and Souvenirs" shall mean any product, item, device, souvenir, novelty, supply or other property directly related to any TMO Special Event.

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

ARTICLE III.

TERM AND TERMINATION

A. Term Of Agreement and Termination of Previous Stadium License, Lease, and Service Agreement executed October 24, 2005. The current Stadium License, Lease, and Service Agreement, as amended, shall continue until and terminate on January 1, 2015, at 12:00 AM. This new agreement will commence thereafter and run for a term of ~~20~~ 24 years, expiring at ~~December 31, 2034, at 11:59 PM~~ December 31, 2038, at 11:59pm.

B. Termination Of Agreement.

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

   a. TMO loses the franchise granted to it by the Midwest League and does not within ninety (90) days acquire another minor league baseball franchise;

   b. The Midwest League dissolves and TMO does not, within ninety (90) days, acquire another minor league franchise acceptable to the City; or

   c. ~~TMO fails to conduct fifty-five (55) Regular Season TMO Home Baseball Games during any calendar year.~~TMO fails to conduct the lesser of (i) fifty-five (55) regular season TMO Home Baseball Games during any calendar year or (ii) the maximum number of Home Baseball Games permitted by MLB pursuant to a PDL.

ARTICLE IV.

CITY'S OBLIGATIONS

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

A. Stadium.

1. Plans and Specifications and Improvements. TMO agrees that the City may directly or indirectly make changes to the Stadium and Outfield Development Parcel as set forth in the separate CDA and otherwise in this Agreement. After those alterations and modifications, and others necessary to effectuate the intent of the CDA, are made, absent an agreement by TMO, the City shall not alter or modify any of the following revenue-generating items at the Stadium: major advertising locations (i.e., outfield fence, dugout and concourse), number of seats, number and location of concession areas, number and location of novelty and souvenir sale locations (including the walk-in store that will be accessible from outside the Stadium), box office, administrative office space, storage space, Luxury Suites, picnic areas and grilling capabilities.

2. Capital Improvements to the Stadium. The City agrees to future investments in Stadium capital improvements as outlined herein. Said Capital Improvement Plan ("CIP") payments shall be made based on an annualized CIP mutually agreed to and presented by October 1 of the year preceding the next City fiscal year in

which the improvements are to be made. The CIP obligation shall be for up to the following ~~minimum and~~ maximum amounts in each City fiscal year:

~~2015-2017~~	~~$0.00 (none)~~
~~2018-2021~~	~~$50,000.00 per fiscal year minimum~~ ~~$75,000.00 per fiscal year maximum~~
~~2022-2024~~	~~$75,000.00 per fiscal year minimum~~ ~~$100,000.00 per fiscal year maximum~~
~~2025-end~~	~~$100,000.00 per fiscal year minimum~~ ~~$200,000.00 per fiscal year maximum~~
2021 – 2022	$0.00 (none)
2023 – 2024	$50,000 per fiscal year maximum
2025 – 2038	$100,000 per fiscal year maximum

In the event the City and TMO 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).

In ~~2025~~ 2026 a new jointly funded (50/50 split between the Parties) and commissioned facilities study of the Stadium will be done to determine if repairs and upgrades are necessary.

3. Financing. It is understood that the City will arrange and obtain any financing as it deems necessary for the Capital Improvement Program.

B. Parking. All parking referenced herein is as-shown on Exhibit "F."

1. TMO Home Baseball Game and TMO Special Event Parking. For the term of this Agreement and at no cost or expense to TMO, the City shall maintain parking surrounding the Stadium that meets or exceeds the standards of the Professional Baseball Agreement. As to the price charged each automobile utilizing such parking in conjunction with a TMO Home Baseball Game or TMO Special Event, due

consideration shall be given to parking charges at other Single "A" baseball stadiums in the Midwest League. Therefore, the Parties agree that they will submit a joint recommendation to the Lansing City Council consistent with the intent that the cost of parking shall not exceed two thirds (2/3) of the lowest priced Paid Admission Ticket, it being agreed in advance that such ticket price shall not be less than Eight Dollars ($8.00). If the lowest priced Paid Admission Ticket does not increase proportionately with any increases in other Paid Admission Tickets sold by TMO, then this provision or restriction on the joint recommendation of the City and TMO to the Lansing City Council with respect to the price of parking for TMO Home Baseball Games and TMO Special Events shall not apply. The City shall retain without offset all revenue generated from such parking fees.

2. Premium Parking Lots. To the extent that it does not conflict with the terms and conditions of this Article, it is the intent of the Parties that the parking spaces located in City Lot 21 shall be designated a premium lot, thereby permitting such lot to be sold or rented for Five Dollars ($5.00) or such greater amount as may be agreed to by the Parties. In such event City Lot 21 is permanently disposed of or is unavailable for use due to a pre-scheduled Lansing Center event, the Parties shall mutually agree to substitute parking for the premium lot. Such premium spaces may be sold or rented to third party purchasers who shall be entitled, for an annual payment, to park in such premium lots at each TMO Home Baseball Game for the applicable baseball season. TMO shall have the right to sell up to sixty (60) spaces of such premium parking, unless TMO and the City agree in writing to modify this amount. All parking revenue collected by TMO shall be due and payable to the City

on the same accounting schedule as set forth for DGR in Article XIV, Section A.1. If additional City-owned or controlled parking becomes available within a reasonable distance, the City reserves the right to add or substitute it for the required premium lots.

The City retains the absolute right to market, develop, or sell property where spaces are located, including but not limited to said premium parking lots. In the event parking spots are disposed of, the City will explore, but cannot guarantee, providing public parking spots in the public or private development. In the event premium parking is disposed of, the Parties acknowledge the City may not be able to provide 60 premium parking spaces, in which case the City will attempt to provide the lost spaces at nearby City facilities.

3. <u>Weekday Game Parking</u>. Notwithstanding anything herein to the contrary, in the event that a TMO Home Baseball Game commences during normal business hours (9:00 a.m. to 5:00 p.m.) on a weekday (Monday through Friday), the City shall use the pricing structure described above in Subparagraph 1 at a parking garage or lot selected by the City for use by attendees of TMO Home Baseball Games. All other lots/garages shall be subject to the normal parking charges during such period.

4. <u>TMO Parking</u>. In addition to the parking provided above, to the extent legally permissible, the City shall provide to TMO:

    a. TMO Employee Parking. Twenty-five (25) free parking spaces to be used at any time (year-round) during the term of the Agreement by TMO's staff members. Twenty (20) of these twenty-five TMO staff member spaces shall be located in City Lot 49A, and five (5) of the TMO staff member spaces shall be located in the Southwest Plaza (Lot 52).

b. Seasonal Staff and Player Parking. Forty (40) free parking spaces, located in City Lot 49A, that will be available for TMO use at any time from April 1 until September15 for full-time seasonal staff and players.

c. During all TMO Home Baseball Games and TMO Special Events, for the use of its VIP's and Suiteholders of TMO Luxury Suites, fifty-five (55) free parking spaces in close proximity to the Stadium. Twenty-five (25) of these spaces shall be located in the Southwest Plaza (Lot 52), with the remaining thirty (30) spaces located in either City Lot 21 or City Lot 49, as determined by the City. In such event a parking location identified in this Section is either permanently disposed of or is unavailable for use due to a pre-scheduled Lansing Center event, the Parties shall mutually agree to a substitute parking location.

5. Stadium Souvenir Store Parking. Except during TMO Home Baseball Games, TMO Special Events and City Events, the City will reserve, at all times, at least five (5) parking spaces in close proximity to the Stadium Souvenir Store. Such parking spaces shall:

a. Be intended for the use of Stadium Souvenir Store patrons (TMO will prohibit its staff from using these spaces);

b. Permit thirty (30) minutes of free parking; and

c. Be located in the parking area immediately south of the main entrance to the Stadium.

6. TMO Banquet Center and TMO Special Event Parking – TMO has the right to presell parking spaces in the Southwest Plaza (Lot 52) and Southeast Plaza (Lot 53) on weekday evenings (after 5pm) and weekends for exclusive customer use during TMO Banquet Center or TMO Special Events. Any parking sold would be at market rate (currently $6.00 per space), and must be sold by the whole Lot. A TMO customer can purchase access to either all spots in Lot 52, all spots in Lot 53, or all spots in both Lots, but may not purchase portions of each Lot. City shall retain without offset all revenues generated from such parking fees. Sold Lots will be staffed by the City, and TMO must provide at least fourteen (14) days advanced notice to the City prior to an event for which parking in Lots 52 or 53 has been sold. TMO recognizes that this parking is on a first-come, first-served basis, and this is not a guarantee of parking availability

7. TMO Home Baseball Game Bus Parking. For the term of this Agreement and at no cost to TMO, the City will cap all public parking meters on the north side of the 500 block of N. Michigan Ave during and at least two hours prior to each TMO Home Baseball Games for the use of the visiting team bus and other game-related bus parking. In the event additional bus parking is needed, the City will use reasonable efforts to cap additional public meters on the south side of the 500 block of N. Michigan Ave. Separately, during no more than five (5) TMO Home Baseball Games per season that commence during normal business hours (9:00 a.m. to 5:00 p.m.) on a weekday (Monday through Friday), the City will provide TMO with free parking for school buses and other similar buses transporting patrons to the game. This bus parking will be provided in City Lot 37. In such event City Lot 37 is either

permanently disposed of or is unavailable for use due to a pre-scheduled Lansing Center event, the Parties shall mutually agree to a substitute parking location.

8. All Parking obligations addressed in this Section B are exclusively for Stadium operational purposes. None of the parking discussed is intended, nor shall it be used for, the private components of the Outfield Development Project as set forth in Article XXIV.

C. Parking Maintenance. The City shall assure access to, and perform all required maintenance on, the parking described in Paragraph B including but not limited to reasonably required snow removal and resurfacing.

D. Stadium Maintenance. The City shall perform all major maintenance, restoration, replacement and repairs of the Stadium and all components thereof, of whatever kind and nature, foreseen or unforeseen, as may be necessary to keep the Stadium in good condition and repair, reasonable wear and tear excepted, including but not limited to the major maintenance, restoration, repair and replacement of all structural and concrete components, all heating, air conditioning, ventilating, plumbing, and electrical systems, playing surface replacement, field drainage systems, field lighting system (including field lighting installation and reinstallation), Stadium lighting, grandstands, sound system, seating, bleachers, elevators, entry way area, glass, walls, roof, parking area, sidewalks and exterior landscaping maintenance, excluding there from the following, all of which shall be the responsibility of TMO: i) damages or repairs necessitated by the negligence of TMO or the team; and ii) all ordinary maintenance as set forth in Exhibit A. Except as to Stadium matters described as Field Preparation and Field and Surrounding Grounds Maintenance, the City shall conduct all necessary preventative and long-term repairs, replacements and maintenance of such systems as may be required. The City shall be responsible for the costs of annual maintenance contracts for: i) HVAC, and ii) elevators. TMO shall be responsible for the cost of annual inspection/recharging (but not replacement) of the fire extinguishers. The Parties shall split the cost equally of the annual Food and Beverage Concessions Equipment maintenance contract. Disputes regarding what is a City maintenance responsibility and what is a TMO maintenance responsibility shall be submitted to dispute resolution as outlined in Article XXV (Z).

E. Security.

1. Stadium Security. In the area surrounding the Stadium, the City shall be responsible for security pursuant to its police powers.

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

F. Food and Beverage Concessions Equipment. The City shall provide the Fixed Food and Beverage Concessions Equipment. The Fixed Food and Beverage Concessions Equipment shall remain the property of the City with TMO being granted the exclusive license to use such fixed equipment in connection with TMO's exclusive license to all Food and Beverage Concessions at the Stadium.

TMO shall provide, replace as reasonably necessary, and maintain all Portable and Small Food and Beverage Concessions Equipment. Replacement of Food and Beverage Concessions Equipment may be part of the Capital Improvement Plan(s) referenced in Article IV, Section A(2), in the event the Parties are able to mutually agree as set forth therein.

G. Monthly Walk-throughs. The Parties shall conduct a monthly walk through of the Stadium for the purpose of reviewing Stadium maintenance, cleanliness, safety, damages, and other items of mutual concern. This walk-though shall be conducted at least once each calendar month at a time and date mutually agreed by the Parties, and shall be conducted by the Parties' respective designees walking together through the Stadium. The Parties may choose to dispense with a monthly walk-through, provided they mutually agree in writing in advance.

ARTICLE V.

TMO'S OBLIGATIONS

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

A. TMO Home Baseball Games. For the term of this Agreement, TMO shall cause the Club to play all of its home baseball games at the Stadium and, consistent with Article XVI, covenants to play either (i) a minimum of fifty-five (55) regular season ~~h~~Home Baseball ~~g~~Games or (ii) the maximum number of Home Baseball Games permitted by MLB pursuant to a PDL. ~~at the Stadium.~~

B. Stadium Services.

1. At TMO Home Baseball Games and TMO Special Events. At TMO's sole cost and expense, TMO will provide Stadium Services throughout the Stadium at TMO Home Baseball Games and TMO Special Events TMO will retain, employ, compensate, train and manage sufficient numbers of personnel to provide such services in a high quality and professional manner.

2. At City Events. Pursuant to a timely request by the City, TMO may provide

Stadium Services at City Events or alternatively, the City may provide Stadium Services at City Events. The Food and Beverage Concessions Equipment, the Stadium scoreboard, the scoreboard integrated sound system, if any, and/or box office ticketing equipment and computer system shall be available to the City for City Events only if TMO provides operators for such equipment. TMO agrees not to bind the City in any way to the exclusive use of a professional ticketing agency should the City elect not to utilize this service of TMO for City Events. In order to allow TMO the opportunity to arrange appropriate staffing for City Events, City agrees to use its best efforts to make each request for such Stadium Service not less than ten (10) days prior to the City Event at which such Stadium Services are to be provided by TMO. TMO will retain, employ, compensate, train and manage sufficient numbers of personnel to provide such services in a high quality and professional manner. The City shall pay to TMO pursuant to Article XIV below, only the actual cost of such staffing services actually used by the City.

3. Field Preparation and Field and Surrounding Grounds Maintenance. Notwithstanding anything in this Agreement to the contrary, at all times during the term of this Agreement, TMO shall be solely responsible for the Stadium Services described as Field Preparation and Field and Surrounding Grounds Maintenance for all baseball games held at the Stadium. In satisfaction of this obligation, TMO will utilize, to the greatest reasonable extent possible, the expertise of MSU. Consistent therewith, TMO will endeavor to employ at least one (1) MSU trained individual possessing such expertise.

4. Stadium Operations Plan. TMO shall comply with the Stadium Operations Plan

attached to this Agreement as Exhibit B. TMO shall be responsible for ensuring the Stadium Operations Plan is consistent with the requirements contained in the PDL between TMO and MLB ("TMO PDL").

5. Scoreboard.

a. Description. At no cost to the City, TMO will provide at the Stadium a professional quality scoreboard that meets or exceeds the requirements of the Professional Baseball Agreement in a location as indicated in the Plans and Specifications. Said scoreboard and the advertising thereon shall be subject to the right of reasonable approval of the City. Such scoreboard will have i) enhanced message centers, ii) video capabilities, iii) panel displays capable of affixing advertising signage and iv) sufficient surface area to prominently display the identification of any entity owning the naming rights to the Stadium.

b. Maintenance and Replacement: TMO shall be exclusively responsible for all matters and costs related to the installation, maintenance, repairs and replacement of the scoreboard. Pursuant to the specifications, terms, and conditions of the CDA, TMO agrees to replace the scoreboard before the first TMO Home Baseball Game held in 2015 at its sole expense.

c. Ownership. Subject to the covenants, terms and conditions of this Agreement, TMO shall retain ownership of such scoreboard for the term of this Agreement. The City will use its best efforts to assist TMO in the attainment of all easements, permissions and permits necessary to permanently locate such scoreboard in the Stadium. Upon termination of this Agreement for any reason other than the City's breach, TMO will transfer to the City ownership of such scoreboard without cost to the City, free and clear of all liens and encumbrances.

ARTICLE VI.

CONCESSIONS

A. Concessions Manager. In consideration of the covenants, terms and conditions set forth in this Agreement, TMO and the City agree that TMO shall act as the exclusive Concessions Manager on behalf of the City, consistent with Paragraphs B through E below, and shall itself or through its assignee develop, market and operate:

1. All Food and Beverage Concessions and Food and Beverage Concessions Equipment at all Stadium Events;
2. All Novelties and Souvenir sales at the Stadium and the Stadium Souvenir Stores at TMO Home Baseball Games and TMO Special Events; and
3. All TMO Special Event Novelties and Souvenirs at all TMO Special Events.

B. Exclusivity. Nothing contained in this Agreement shall be construed to limit the City from selling or authorizing a third party to sell Novelties or Souvenirs at City Events, provided that, but for MSU or non-profit entity related Novelty and Souvenirs sold at City Events, the City will not at any time sell or authorize the sale of i) any baseball-related souvenirs, devices, items or other baseball related personal property at the Stadium (except items directly related to a City event which is being held at the time of the sale); ii) Food and Beverage Concessions by Parties other than TMO; or iii) Novelties and Souvenirs and/or TMO Special Event Novelties and Souvenirs at TMO Home Baseball Games and/or TMO Special Events. Notwithstanding anything herein to the contrary, the City shall solely retain without offset all revenue from the sale of City Event related Novelties and Souvenirs at the Stadium during City Events.

C. Menu Approval. On or before February 1 of each year of this Agreement, TMO will submit to the City, for approval by the City, a proposed menu and prices of food and beverages for the upcoming year. Such menu shall specifically describe each item of food and beverage to be offered and the price at which each such item will be sold, it being the understanding of the Parties that the price charged for each such item will be consistent with the prices charged for similar items at other stadiums and entertainment facilities in the region. The City will not unreasonably withhold or delay its approval of such menu and in the event of disapproval, will suggest acceptable modifications.

D. Performance and Notice. Consistent with the terms and conditions of Paragraph A above, TMO agrees to provide Food and Beverage Concessions at all City Events. In order to allow TMO to arrange adequate staffing, the City will use its best efforts to notify TMO of such City Event not less than twenty (20) days prior to such City Event. For the term of this Agreement, the City will not use or authorize any third party to use the Food and Beverage Concessions Equipment at the Stadium.

E. Compliance. In the exercise of the concession management rights granted to it in this Article, TMO shall comply with all state and local laws, statutes, rules, regulations and requirements (including licenses and permits) pertaining to the sale of food and beverages (including alcoholic beverages).

ARTICLE VII.

NAMING RIGHTS

A. Stadium Naming Rights. ~~The City and TMO currently have a stadium naming rights agreement with Thomas Cooley Law School ("Cooley"). In the event the existing Stadium naming rights agreement with Cooley expires or is terminated for any reason, then TMO shall have the right to market and sell, lease, or license the naming rights to the Stadium for a period of time no longer than the remainder of the term of this Agreement. In that event, the City and TMO shall split the gross revenue less costs to execute the package (not including marketing and sales costs) from the sale of said rights equally. TMO shall not enter into any Stadium naming rights agreement without the prior approval of the City, which shall have the right to refuse approval for any reason. No revenue received by the City or benefit given to such naming entity, shall be included in DGR.~~ The City and TMO currently have a stadium naming rights agreement with Jackson National Life Insurance Co. ("JNL"). Pursuant to the stadium naming rights agreement, the City and TMO split the gross revenue, less the costs to execute the package (not including marketing and sales costs) equally. In the event the existing Stadium naming rights agreement with JNL expires or is terminated for any reason, then TMO shall have the right to market and sell, lease, or license the naming rights to the Stadium for a period of time no longer than the remainder of the term of this Agreement. The City and TMO shall either split the gross revenue, less the costs to execute the package (not including marketing and sales costs) from the sale of said rights equally or, TMO shall pay $150,000 annually to the City (50% due on February 1 and 50% due on August 1), whichever is greater. TMO shall not enter into any Stadium naming rights agreement without the prior approval of the City, which shall have the right to refuse approval for any reason.

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

1. In any written statement, including but not limited to tickets related to all Stadium Events, the City and TMO will use the name and logo of the entity securing such Stadium naming rights. The party securing the naming rights shall have the right, as a third party beneficiary, to enforce the rights in the preceding sentence;

2. The identification of the entity securing such Stadium naming rights will appear in a prominent position on the Stadium's scoreboard as described in Article V above; and,

3. TMO agrees that it shall not print any advertisement on its tickets, nor allow any advertisement on the Stadium Scoreboard, that conflicts with the major or material products or services advertised or offered for sale by the owner, lessee or licensee of such Stadium naming rights. Nor shall TMO engage a sponsor of a major give-away for or naming rights to a TMO Home Baseball Game or TMO Special Event which sells major or material products or services that conflict with the major or material products or services advertised or offered for sale by the owner, lessee or licensee of the Stadium naming rights.

B. Stadium Name. TMO agrees that whenever it uses the Stadium's name on any material, it shall use the full name of the Stadium.

C. Naming Rights Suite. If the holder of the naming rights obtains exclusive use of a Naming Rights Suite, it shall be licensed to the holder of the naming rights and the revenue shall be divided in the same manner as the revenue from the sale of the naming rights as set forth above. If the holder of the naming rights does not obtain a Naming Rights Suite, then it will be treated as an annual TMO Luxury Suite.

D. Field Naming Rights. The City and TMO currently have a field naming rights agreement with Jackson National Life Insurance Co. ("JNL"). In the event the existing field naming rights agreement with JNL expires or is terminated for any reason, then TMO shall have the right to market and sell, lease, or license the naming rights to the field for a period of time no longer than the remainder of the term of this Agreement. In that event, the City and TMO shall split the gross revenue less costs to execute the package (not including marketing and sales costs) from the sale of said rights equally. TMO shall not enter into any field naming rights agreement without the prior approval of the City, which shall have the right to refuse approval for any reason. No revenue received by the City or benefit given to such naming entity, shall be included in DGR.

E. Field Name. TMO agrees that whenever it uses the field's name on any material, it shall use the full name of the field.

F. Naming Rights Suite. If the holder of the field naming rights obtains exclusive use of a Naming Rights Suite, it shall be licensed to the holder of the field naming rights and the revenue shall be divided in the same manner as the revenue from the sale of the Stadium naming rights as set forth above. If the holder of the naming rights does not obtain a Naming Rights Suite, then it will be treated as an annual TMO Luxury Suite.

ARTICLE VIII.

STADIUM USE

A. TMO's Rights and Obligations. The City and TMO agree that TMO shall have the following rights and obligations related to the use of the Stadium:

B. TMO Home Baseball Games and TMO Special Events.

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

2. Ticketing. TMO shall be exclusively responsible for all ticket printing, sales and distribution related to TMO Home Baseball Games and TMO Special Events. In satisfaction of this obligation, TMO shall have the right to designate the identification of seating at the Stadium and to conduct such ticket sales at the Stadium box office at all times it deems proper. TMO may issue up to 275 Complimentary Admissions each TMO Home Baseball Game to TMO and visiting team personnel, guests and officials and representatives of the media. TMO and the City recognize that TMO is required to honor, as a member of the Midwest League, Complimentary Admission passes granted to members of the Midwest League and National Association and that such Complimentary Admissions will be in addition to the Complimentary Admissions discussed in the preceding sentence. All Complimentary

Admission press passes, staff passes, league passes and player passes issued by TMO, shall be of a form previously approved by the City with such approval not to be unreasonably withheld. In addition, not less than sixty (60) days prior to the commencement of each Regular Season, TMO will present to the City an exemplar of all other Complimentary Admission passes issued by the Midwest League, the National Association or Major League Baseball that will be honored at TMO Home Baseball Games. TMO shall not have the right to sell or allow the sale of tickets at the Stadium box office for events other than TMO Home Baseball Games and TMO Special Events without the express written approval of the City. TMO shall have the right to charge any amount it deems appropriate for Paid Admission Tickets to TMO Home Baseball Games and tickets to TMO Special Events with due consideration to prices charged at other similar stadiums in the region comprising the Midwest League.

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

D. Suites.

1. TMO Luxury Suites. Subject to Article VII, for the term of this Agreement, TMO shall have the right to effectuate the lease, license or rental for the use of the TMO Luxury Suites upon terms, conditions and a form of agreement approved by the City and TMO. The City shall be the contracting entity for such TMO Luxury Suites with all indemnification, release and other benefits from such Suiteholder flowing through to TMO as a third party

beneficiary. The City hereby grants TMO the right to enforce and prosecute all obligations, duties and rights under such agreements. Every agreement with a Suiteholder shall contain a provision allowing an option to be held by the Suiteholder allowing such Suiteholder to sublease or sublicense to the City and/or TMO, upon terms agreed to between such Suiteholder and the City and/or TMO, the use of such Suiteholder's Luxury Suite at City Events and/or TMO Special Events. The lessee, licensee or renter shall have the following benefits:

a. Choice of build-out options as designated by the City in good faith consultation with TMO and at Suiteholders' cost and expense;

b. Ten (10) tickets to each TMO Home Baseball Game;

c. The right to purchase from the City, at a reasonable price, ten (10) tickets to each City Event;

d. The right to purchase from TMO, at a reasonable price, ten (10) tickets to each TMO Special Event; and

e. Full waitperson services at each Stadium Event at which TMO is operating Food and Beverage Concessions.

~~All revenue generated from such lease, license or rental shall be subject to the provisions of Article XIV.~~

2. Clubhouse. For the Term of the Agreement, TMO shall have the exclusive right to license, lease, or rent the use of the Clubhouse. The City hereby grants TMO the right to enforce and prosecute all obligations, duties and rights under such agreements. ~~Such license, lease, or rental shall be made on an event-by-event basis and CTR shall be subject to Article XIV below.~~

3. Expandable Luxury Suites. Only TMO shall have the right to rent the use of the Expandable Luxury Suites at each TMO Home Baseball Game and at TMO Special Events. ~~Such rental shall be made on an event-by-event basis and revenue generated from such rental shall be subject to Article XIV below.~~

4. Host Suite. For the term of this Agreement, TMO shall have the exclusive use of one (1) Host Suite. Such use shall entitle TMO to the following benefits:

   a. Thirty Two (32) tickets to each TMO Home Baseball Game;

   b. Thirty Two (32) tickets to each TMO Special Event; and

   c. Full waitperson services at each Stadium Event that TMO is operating Food and Beverage Concessions.

E. Access for TMO Training. Upon advance notice to the City, TMO shall have the right of access to and use of the Stadium playing field and locker rooms in order to conduct baseball-related training, upon advance notice to the City provided that such access and use shall in no way interfere with the schedule, preparation or conduct of a City Event. All TMO baseball-related training shall be conducted at TMO's sole cost and expense.

F. Administrative Offices. In order to facilitate the satisfaction of its obligations undertaken pursuant to this Agreement, TMO shall at all times during the term of this Agreement have the right of access to and use of at least Two Thousand Seven Hundred (2,700) square feet of administrative office space in the Stadium. Such office space shall be suitably finished for use as an office, excluding furniture, interior decorating, office equipment and fixtures.

G. Stadium Souvenir Stores and Box Offices. During the term of this Agreement TMO shall have the exclusive right to occupy and operate with the exception of City Events, at any time TMO deems appropriate, the Stadium Souvenir Stores and Stadium box office connected to the administrative offices that are used by TMO. ~~Any revenue generated from such operation shall be subject to the provisions of Article XIV.~~

H. The City's Rights and Obligations. Notwithstanding Paragraph A of this Article, the City does not relinquish and does herein and hereby retain all ownership rights and control associated with the Stadium. Therefore, all duly authorized representatives of the City shall have access to all areas of the Stadium at any time and on any occasion, provided that any such representative, other than any City operating personnel assigned to the Stadium must have either a Complimentary Admission or Paid Admission Ticket in order to observe a TMO Home Baseball Game or TMO Special Event. The City does hereby retain the right to enforce all necessary and proper rules for the management, operation and control of the Stadium.

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

I. City Events.

1. Scope. Subject to TMO's right to use exclusively the Stadium administrative offices, Food and Beverage Concessions areas, box office, home team locker room and the Stadium Souvenir Stores as such exclusive use is granted by this Agreement, the City shall have exclusive use and control of the Stadium for any and all events other than TMO Home Baseball Games and TMO Special Events. In exercising such use and control, the City shall give due consideration to the potential deterioration of the Stadium's playing surface.

2. Ticketing. The City shall be exclusively responsible for all ticket printing, sale and

distribution related to City Events. The City shall have the right to charge any amount it deems appropriate for tickets to City Events.

J. Suites.

1. Clubhouse. For the Term of the Agreement, TMO shall have the exclusive right to license, lease, or rent the use of the Clubhouse. The City hereby grants TMO the right to enforce and prosecute all obligations, duties and rights under such agreements. ~~Such license, lease, or rental shall be made on an event-by-event basis and CTR shall be subject to Article XIV below.~~

2. TMO Luxury Suites. The City shall be the contracting party for the TMO Luxury Suites with all indemnification, release and other benefits from such Suiteholders flowing through to TMO as a third party beneficiary. The City hereby grants TMO the right to enforce and prosecute all obligations, duties and rights under such agreements. TMO however, shall have the right to effectuate the lease, license or rental of the TMO Luxury Suites by producing to the City a prospective Suiteholder ready, willing and able to enter into such agreement. For each TMO Luxury Suite leased, licensed or rented, the City shall provide to such lessee, licensee or renter the opportunity to purchase, at a reasonable price, ten (10) tickets to each City Event.

3. Expandable Luxury Suites. The City shall have the exclusive right to rent the use of the Expandable Luxury Suites at City Events and at other times when TMO is not conducting a TMO Home Baseball Game or TMO Special Event. The City shall have the right to retain without offset any revenue generated from such lease, license or rental.

4. Host Suite. The City shall have the exclusive use of one (1) Host Suite. Such use

shall entitle the City to the following benefits:

a. Thirty Two (32) tickets to each TMO Home Baseball Game;

b. Thirty Two (32) tickets to each City Event;

c. Full waitperson services at each Stadium Event that TMO is operating Food and Beverage Concessions;

d. The City shall receive a forty percent (40%) discount off retail value on all food and beverages purchased in the City Host Suite.

K. 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 TMO, without charge, to advertise TMO Home Baseball Games and TMO Special Events 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 without offset by the City.

L. Mutually Sponsored Events

1. Scope. Notwithstanding the provisions in this Article VIII regarding TMO Home Baseball Games, TMO Special Events, and City Events, 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 agreement shall contain the period of time the Stadium shall be available for the Mutually Sponsored Event and, unless otherwise stated, shall encompass the entire Stadium.

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

3. The City's Rights and Obligations. Unless otherwise mutually agreed to in writing by the Parties at their respective sole and absolute discretion, the City shall be responsible for the following actual costs for a Mutually Sponsored Event: production, talent buying, field protection and setup, seating setup, ticket selling, required police and fire, fifty percent (50%) of mutually agreed upon marketing expenses, and event coordination.

4. TMO Rights and Obligations. Unless otherwise mutually agreed to in writing by the Parties at their respective sole and absolute discretion, TMO shall be responsible for the following actual costs for a Mutually Sponsored Event: Food and Beverage Concessions, setup and cleanup of the Stadium, Novelties and Souvenirs, preparation and repair of turf, Stadium Services, and fifty percent (50%) of mutually agreed upon marketing expenses.

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

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

7. Sponsorship of Mutually Sponsored Events. The Parties may desire to obtain sponsors for Mutually Sponsored Events and recognize that revenue may be

maximized by coordination of activities. Therefore, on an event-by-event basis, the Parties will communicate with each other in advance and coordinate their activities with regard to sponsors. Sponsorship agreements require the mutual consent of both Parties.

M. Banquet Center.

1. Use During Stadium Events. The Banquet Center shall be operated as part of the Stadium and used to provide services to Stadium patrons. All Stadium patrons in the Banquet Center shall be ticketed in accordance with this Agreement. All covenants, terms, and conditions, including financial obligations of this Agreement, shall apply to TMO's use of the Banquet Center~~, and all revenue generated by or within the Banquet Center shall be considered part of DGR.~~

2. Use During All Non-Stadium Events. TMO shall have the exclusive right to license, lease, or rent the use of the Banquet Center. The City hereby grants TMO the right to enforce and prosecute all obligations, duties and rights under such agreements. Such license, lease, or rental shall be made on an event-by-event basis. No event shall exceed the established seating capacity of the Banquet Center on each floor. On the first floor, the maximum seating capacity shall be as established by the Fire Marshall. On the second floor, the maximum seating capacity shall be no more than one hundred fifty (150). All covenants and financial obligations of this Agreement shall apply to TMO's use of the Banquet Center~~, and all revenue generated by or within the Banquet Center shall be part of DGR.~~ TMO shall manage and operate the Banquet Center in accordance with best practices in

the industry. TMO will not actively solicit events or business already procured at other City owned event facilities.

ARTICLE IX.

SCHEDULING

The City and TMO agree that there is a need for the scheduling of events at the Stadium. As such, the Parties have adopted, for implementation each year of this Agreement, the following scheduling procedure, which shall be subject to any requirements of a PDL:

A. Proposed TMO Schedule. On or before March 1 of each immediately preceding year, the City shall deliver to TMO those dates upon which the City desires to conduct City Events at the Stadium during such applicable year. In the event that TMO provides the City with reasonable notice that the Midwest League intends to formulate its schedule prior to January 15, the City must provide TMO with such desired dates as soon as practicable after TMO's notice. Upon receipt thereof, TMO will request that the Midwest League schedule TMO Home Baseball Games to accommodate such City desired dates. TMO agrees to request that the Midwest League accommodate these events in its scheduling. The Parties acknowledge that the Midwest League is the final and sole authority as the TMO Home Baseball Game schedule, but TMO shall use its best efforts to urge the Midwest League to accommodate TMO's request. The Parties agree that the number of pre-season, post-season and exhibition games conducted by TMO shall not exceed fifteen (15) during each calendar year.

B. Approved TMO Schedule. On July 1 of the year preceding each license year or when received from the Midwest League, whichever is later, TMO will submit to the City its Midwest League approved schedule.

C. City Selection. Upon receipt from TMO of the Midwest League approved schedule, the City shall have until October 1 to select the dates for the following calendar year on which it desires to conduct City Events. The City shall be free to select dates for City Events which have not been previously reserved pursuant to Paragraph B above, provided that it intends to conduct a specific event on the date which it selects. In making such selections, the City shall give due consideration to the potential deterioration of the Stadium's playing surface caused by the conduct of such City Events.

D. TMO Special Event Selection. After October 1 of each year, TMO shall have, the opportunity to schedule TMO Special Events on any dates for the following year not previously scheduled with TMO Home Baseball Games as identified in Section A above, and the specified City Events as scheduled in Section C above. In making such selections, TMO shall give due consideration to the potential deterioration of the Stadium's playing surface caused by the conduct of such TMO Special Events. TMO is responsible for the cost of repairing any damage to the playing surface beyond normal wear and tear caused by TMO Special Events.

E. Remaining Dates. Thereafter, all remaining dates will be exclusively reserved for TMO. The City shall receive payment for any events conducted pursuant to Article XIV, Financial Terms.

F. Mutually Sponsored Events. Notwithstanding sections C, D, and E of this Article IX, the Parties may agree at any time to schedule a Mutually Sponsored Event at the Stadium in compliance with the requirements of Section L of Article VIII of this Agreement as amended.

ARTICLE X.

MARKETING

Each Party shall be responsible for its own marketing. TMO shall be responsible for and have the exclusive right of marketing TMO Home Baseball Games and TMO Special Events. The City shall be exclusively responsible for marketing City Events and the Stadium.

ARTICLE XI.

ADVERTISING

The City and TMO acknowledge all Advertising described in this Article XI is subject to the PDL between TMO and MLB which will contain certain restrictions on advertising including, but not limited to, exclusivity. TMO shall take reasonable steps to (i) assist the City in complying with any PDL restrictions and (ii) take reasonable steps to maximize its Advertising revenue under the restrictions of the TMO PDL.

A. TMO's Advertising Rights and Responsibilities.

1. Permanently Affixed Stadium Signage and Scoreboard Advertising. Subject to the fees paid to the City pursuant to Article XI(B)(2), Article XIV and subparagraphs a through c below, TMO shall have the exclusive right to sell all Permanently Affixed Stadium Signage and Scoreboard Advertising.

a. The placement of all Permanently Affixed Stadium Signage shall be subject to the prior approval of the City, with such approval not to be unreasonably withheld. The installation of such Permanently Affixed Stadium Signage shall be the sole and exclusive responsibility of TMO. ~~The Parties have further agreed that, as it applies to the provisions of Article XIV(A), all~~

~~revenue generated from the sale of Permanently Affixed Stadium Signage shall be attributable to TMO Home Baseball Games without proration or offset.~~

b. To the extent that such advertising conflicts with the rules and regulations of the National Collegiate Athletic Association, as such rules may from time to time exist, thus preventing the conduct of a City Event, TMO, at its sole cost and expense, shall temporarily cover such conflicting advertising thereby obstructing it from view.

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

d. Permanently Affixed Stadium signage located in in or on the Developer Units are subject to TMO obtaining consent from the Developer, constructing, and maintaining such signage at its sole expense. TMO shall be responsible for complying with all applicable local, state and federal laws and regulations with regard to obtaining all required permits and approvals related to any and all such signage. Any such signage must face the interior of the Stadium.

2. <u>Further Advertising at TMO Home Baseball Games and TMO Special Events</u>. TMO shall have the exclusive right to sell advertising on the scoreboard message center, radio, closed circuit, regular television and other media (with the prior approval of

the City, with such approval not being unreasonably withheld) associated with TMO Home Baseball Games or TMO Special Events. ~~Any revenue generated from the sale of such Advertising shall be subject to the obligations of Article XIV of this Agreement.~~

B. The City's Advertising Rights and Responsibilities.

1. Permanently Affixed Stadium Signage. Except for the signage associated with Stadium naming rights, the City will sell no Permanently Affixed Stadium Signage.

2. Advertising at City Events. Subject to the limitations contained in this Agreement, the City shall have the right to sell and retain without offset all revenue generated from the sale of advertising associated with City Events, including but not limited to, advertising on the scoreboard message center and video display, print media and broadcast media, provided that such advertising without the prior consent of TMO, shall in no way materially with Permanently Affixed Stadium Signage or any right related to TMO's exclusive license to provide Food and Beverage Concessions at all Stadium Events pursuant to Article VI above, including but not limited to pouring rights at the Stadium.

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

ARTICLE XII.

BROADCAST RIGHTS

A. TMO's Broadcast Rights. TMO shall have exclusive ownership and control over Broadcast Rights associated with TMO Home Baseball Games and TMO Special Events. In the exercise of such ownership and control, however, TMO shall take all steps reasonably necessary to protect from diminution the sale of Paid Admission tickets to TMO Home Baseball Games. All revenue generated by TMO relating to such Broadcast Rights shall be retained exclusively by TMO, with such revenue neither being included in DGR nor subject to Article XIV herein.

B. City's Broadcast Rights. The City shall have exclusive ownership and control over Broadcast Rights associated with i) City Events; ii) the Stadium, including but not limited to, Stadium construction and development; and iii) all other events and matters associated with the Stadium that do not involve the conduct of TMO Home Baseball Games or TMO Special Events. All revenue generated by the City relating to such Broadcast Rights shall be retained exclusively by the City.

ARTICLE XIII.

UTILITIES

Payments for Utilities shall be shared equally between the City and TMO.

ARTICLE XIV.

FINANCIAL TERMS

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

A. TMO's Rights and Obligations.

1. License Fee. ~~In consideration for the License granted to it by the City pursuant to this Agreement, TMO will annually pay to the City five percent (5%) of the DGR. TMO shall annually pay the City an additional two and one half percent (2.5%) on all DGR beyond four million one hundred thirty-four thousand one hundred two and 00/100 dollars ($4,134,102.00), for a total of seven and one half percent (7.5%). Such license fee shall be due and payable on the fifteenth (15th) day of each calendar month and shall be based upon the DGR sum actually owed by TMO in the same month of the preceding calendar year. TMO shall reconcile the payments on a quarterly basis (April, July, October, and January) and shall make the necessary adjustment on the next monthly payment. TMO shall provide to the City a complete and accurate accounting of the DGR calculations of the preceding quarter (the reconciliation). Such accounting shall include, but not be limited to, a ticket manifest in a form agreed to by the Parties detailing the amount and nature of Paid Admission Tickets issued by TMO for applicable TMO Home Baseball Games.~~

In consideration for the License granted to it by the City pursuant to this Agreement, TMO will pay to the City the following License Fee each- calendar year:

2021 – 2023	$175,000 each calendar year
2024 – 2028	$225,000 each calendar year
2029 – 2033	$250,000 each calendar year
2034 – 2038	$300,000 each calendar year

TMO shall make the payments to the City on these dates: 03/01, 06/01, 09/01, and 12/01, or on the immediately following business day.

Due to the COVID-19 pandemic, the 2020 season was cancelled. Pursuant to a settlement amount agreed upon by the Parties, TMO shall pay to the City a total of $300,000 in equal annual installments payable over a ten (10) year period on same payment cycle of the License Fee for its 2020 License fee.

2. ~~TMO Special Event Fees. In consideration for the right granted to it by the City to conduct TMO Special Events, TMO will pay to the City the following percentages of gross Food and Beverage Concessions, less sales tax paid by TMO on such revenue:~~

~~No tickets sold 7.5%~~

~~Tickets $5.00 or less 7.5%~~

~~Tickets $5.01 or greater 5%~~

~~In addition to the above, a ticket surcharge shall be included in all ticketed TMO special events with a mutually agreeable price schedule. The ticket surcharge revenues shall be allocated to the stadium fund to offset capital improvement costs of the stadium.~~

~~Ticket surcharge schedule:~~

~~<$1-$5= no charge~~

~~$5.01-$15= $1 per ticket~~

~~$15.01 or greater=$2 per ticket~~

~~All TMO Special Event Fees and ticket surcharges due to the City shall be due and payable on the same schedule, and with the same conditions, including accounting, as set forth for DGR in Section A.1 of this Article.~~

Additional Cash Payment. The City, pursuant to this Article XIV(B)(3) ("Additional Financing"), will be entering into an installment purchase agreement in an amount not to exceed One Million Two Hundred and Fifty Thousand and 00/100 Dollars ($1,250,000.00) for stadium improvements required by the TMO PDL. Pursuant to the First Amendment to the Stadium License, Lease, and Service Agreement and this Additional

PDL Financing TMO shall make the Additional Cash Payment to the City of One Hundred Twenty Five Thousand and 00/100 Dollars ($125,000.00) each calendar year through calendar year 2030 in two equal installments paid on 06/01 and 12/01 or on the immediately following business day. This obligation to make the Additional Cash Payment to the City shall terminate at the time all interest and principle of the Additional Financing or successor financing are fully paid off. The Additional Cash Payment is in addition to all other sums due and owing to the City pursuant to the Agreement. Failure by TMO to timely make required Additional Cash Payment may be considered material breach pursuant to Article XXIII of the Agreement.

3. ~~Luxury Suite and Clubhouse Sales.~~

~~Annual TMO Luxury Suites. In consideration for the exclusive right to lease, license or rent the TMO Luxury Suites, TMO shall pay to the City twenty percent (20%) of all gross revenue generated from annual lease, license or rental of such TMO Luxury Suites.~~

~~Clubhouse During TMO Home Baseball Games. In consideration for the exclusive right to lease, license, or rent the Clubhouse for TMO Home Baseball Games, TMO shall pay to the City an additional seven and one-half percent (7.5%) of all CTR generated from the license, lease, or rental of the Clubhouse for TMO Home Baseball Games.~~

~~Clubhouse for all non-TMO Home Baseball Games. In additional consideration for the exclusive right to lease, license, or rent the Clubhouse for non-TMO Home Baseball Games, TMO shall pay to the City ten percent (10%) of all Food and Beverage Concessions, less sales tax paid by TMO, generated at the Clubhouse for non-TMO Home Baseball Games.~~

~~All Luxury Suite and Clubhouse revenue due to the City shall be due and payable on the same schedule, and with the same conditions, including accounting, as set forth for DGR in Section A.1 of this Article.~~

This section is intentionally left blank.

4. City Event Concession. As additional consideration for the rights granted to it by the City pursuant to Article VI above pertaining to exclusive concessions sales at the Stadium, TMO will pay to the City Twenty-Five Percent (25%) of all gross revenue, less sales tax, generated from its sale of Food and Beverage Concessions at City Events, *except* that TMO shall pay the City the greater of the following for the "Crosstown Showdown:"

   a. Five percent (5%) of gross event food and beverage revenue less any sales tax paid by TMO on such revenue; or

   b. Three Thousand and 00/100 Dollars ($3,000.00).

5. Remainder. TMO shall retain exclusive ownership of all revenue not specifically identified in this Agreement that is generated from any source, whether or not now known, by the Team directly related to TMO Home Baseball Games or TMO Special Events.

6. Mutually Sponsored Events. TMO and the City shall share equally (50%/50%) all MSENP. The Parties agree that, in order to monitor compliance with this section, for up to one (1) year after the end of a Mutually Sponsored Event, they will preserve and make available to the other Party during regular business hours and at such time as may be reasonably convenient to the Parties, all financial records related to the Mutually Sponsored Event and calculation of MSENP.

a. Reconciliation and Payment. The Parties shall meet as soon as practicable after the Mutually Sponsored Event with all necessary financial records to determine the amount of the balance of payments for those rights and obligations set forth in Article VIII (L)(3)&(4) (the reconciliation). If it is determined at the reconciliation that the Mutually Sponsored Event made a profit (MSNEP above zero (0) dollars), within sixty (60) days after the end of a Mutually Sponsored Event, TMO shall pay to the City the City's share of MSENP. If it is determined at the reconciliation that the Mutually Sponsored Event resulted in a loss (MSNEP less than zero (0) dollars), the Parties shall share in the loss equally and shall make necessary payments to the other party within sixty (60) days after the end of a Mutually Sponsored Event.

7. ~~Minimum Guaranteed Payment. In no event shall the total of all fees required to be paid by TMO to the City pursuant to this Agreement be less than the Minimum Guaranteed Payment in any calendar year of this Agreement. In the event the total paid to the City is less than the Minimum Guaranteed Payment, TMO shall remit to the City within thirty (30) days sufficient additional funds to meet the Minimum Guaranteed Payment.~~

This section is intentionally left blank.

8. Audit of Records. In order to allow compliance with Paragraph A of this Article XIV to be monitored, TMO agrees that during the term of this Agreement, and for up to one (1) year after the termination of this Agreement, it will preserve and make available to the City Finance Director one (1) time each calendar year during

reasonable business hours and at such time as may be mutually convenient for TMO and the City:

a. All of those financial documents and records related to the conduct of TMO Home Baseball Games that are prepared by or at the direction of TMO for the Midwest League, and National Association, and/or Major League Baseball;

b. All financial documents and records related to the conduct of TMO Special Events; and

c. All financial documents related to Food and Beverage Concessions.

During such annual audit, if the City Finance Director can demonstrate, pursuant to Generally Accepted Accounting Principals, that TMO does not have sufficient liquid assets to pay the ~~Minimum Guaranteed Payments~~ License Fees as they become due, TMO shall secure and provide to the City a letter of credit or security and in the amount of the next ~~Minimum Guaranteed Payment~~ License Fee. Such letter of credit or security bond shall be drawn upon only if TMO is unable to pay ~~the Minimum Guaranteed Payment~~ License Fee when due. TMO shall continue to keep the letter of credit or security bond in place until TMO can demonstrate, pursuant to Generally Accepted Accounting Principals, that it has maintained for two (2) consecutive years sufficient liquid assets to pay the ~~Minimum Guaranteed Payments~~ License Fees when due. The Parties agree that all documentation, data and information provided to the City pursuant to this Subparagraph is highly confidential and in no event, to the extent legally permissible, shall such documentation data or information be disclosed to any third party or become public record without the prior approval of TMO.

At the City's request and expense, no more than once annually, the City may obtain an audit ~~of DGR and all other~~ revenue by a Certified Public Accountant agreed on by the City and TMO.

B. City's Rights and Obligations.

1. Stadium Services at City Events. The City will pay to TMO the actual cost of the Operators of Stadium Services provided by TMO at City Events. Such payment shall be made within ten (10) days of the provision of such Stadium Services.

2. Remainder. The City shall retain ownership of all income and sources of income that are related to City Events or Stadium usage, whether or not now known, and that are not specifically granted to TMO herein, including but not limited to income from automated teller machines and pay telephones at the Stadium.

3. Additional PDL Financing. The City shall enter into an installment purchase agreement pursuant to Act 99 of 1933 (the "Act"), in an amount not to exceed One Million Two Hundred Fifty Thousand and 00/100 Dollars ($1,250,000.00) to provide additional financing for stadium improvements required by the TMO PDL (the "Additional PDL Financing"). The terms of the installment purchase agreement shall be in the City's sole and absolute discretion. At its sole and absolute discretion, the City may use an alternative financing vehicle to provide the Additional PDLFinancing if it is financially beneficial. In the event the City does not obtain the Additional PDL Financing for any reason, TMO shall have no obligation to make the Additional Cash Payment required under this Article XIV(A)(2), however, the First Amendment to the Stadium License, Lease, and Service Agreement will remain in full force and effect and any payments required under the First Amendment shall continue to be required.

ARTICLE XV.

EQUIPMENT

A. TMO's Obligations. At no cost to the City, TMO will provide all baseball related equipment that is typically provided by a minor league baseball club, including but not limited to batting cages, pitching machines and batting practice cages. In addition, TMO shall provide certain items of equipment necessary to fulfill its Stadium Service obligations described herein. Such TMO-provided equipment is listed at Exhibit C. All such equipment shall remain the property of TMO.

B. City's Obligations. The City, upon reasonable notice, will provide the use of certain heavy equipment and operators thereof to assist TMO in certain activities related to the Stadium usage. In consideration for providing such equipment operator, TMO shall pay to the City, within thirty (30) days after such use, the City's actual cost of providing such operator. In addition TMO shall, in all respects, indemnify the City from all liabilities arising from such use provided that such liabilities are not the results of intentional or reckless acts or omissions on the part of the City or the equipment operator. Listed at Exhibit D is the heavy equipment that has been provided by the City. All such equipment shall remain the property of the City.

ARTICLE XVI.

COVENANTS

A. TMO's Covenants.

1. Taxes and Encumbrances. TMO shall pay promptly when due any and all personal

property taxes imposed on its personal property located in the Stadium and any and all taxes which are the responsibility of TMO under the laws of the State of Michigan and City of Lansing, including any payment in lieu of taxes which may be assessed pursuant to Michigan Statutes. Except as to liens or other encumbrances related to the financing, installation or ownership of the Stadium's scoreboard, TMO shall not permit any mechanics liens or other encumbrances or liens to exist against the Stadium and shall within thirty (30) days of any such lien or encumbrance being asserted against the Stadium as a result of action or inaction by TMO either cause the same to be released of record or obtain title insurance coverage satisfactory to the City over such lien and proceed diligently to contest the same in good faith.

2. TMO Home Baseball Games. TMO covenants and agrees that it will play all of its home baseball games at the Stadium whether such games be designated preseason, regular season, post-season, or exhibition games. In addition, TMO covenants to the City that TMO will cause at least (i) fifty-five (55) Regular Season TMO Home Baseball Games during any calendar year or (ii) the maximum number of Home Baseball Games permitted by MLB pursuant to a PDL to be played at the Stadium in each calendar year of this Agreement.

3. Membership in the Midwest League and National Association. TMO shall, during the term of this Agreement, abide by all rules and regulations of the Midwest League and of the National Association. Until transfer of TMO's franchise and assets, TMO agrees and covenants to the City that it will maintain membership in good standing with the Midwest League and National Association and their successors and assignees, and that it will not seek, authorize, or consent to the transfer of its

franchise to an area outside Lansing, Michigan, without the prior written consent of the City or unless this Agreement is terminated pursuant to the terms herein.

4. Covenant Not to Transfer Franchise. TMO agrees and covenants to the City that it will not participate in any transfer or assignment of its franchise, name, goodwill, trademark and other contracts unless said transfer or assignment includes its interest under this Agreement. In the event of any such transfer or assignment of its franchise and other assets, including TMO's interest in this Agreement, which is approved by the National Association and the Midwest League, their successors or assigns, the City will release TMO from its obligations hereunder upon the assumption of such obligations by the transferee or assignee.

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

6. Stadium Name. TMO agrees and covenants to the City that in all communications referring to the Stadium it shall use the full name of the Stadium.

7. Use of Matters Subject to Copyright. Should TMO, its agents, employees, invitees or guests use or allow the use of any composition, work or material, TMO agrees to indemnify and save the City harmless from loss, damage or expenses arising from

any claim of infringement of such copyright or the use of unlicensed composition, work or material.

8. Operation of Stadium Souvenir Stores. TMO agrees and covenants that, without the prior approval of the City and for the term of this Agreement, it will not operate any other store in the City that sells Novelties and Souvenirs in competition with the Stadium Souvenir Stores.

9. Prohibition Against Dangerous Materials and Substances. TMO agrees not to bring into the Stadium any material, substance, equipment or object that is likely to endanger the life or to cause bodily injury to any person within the Stadium, or which is likely to constitute a hazard to property therein without the approval of the City. The City shall have the right to refuse to allow any such materials, substances or equipment to be brought into the Stadium and the further right to require its immediate removal therefrom if found thereon.

C. City's Covenants.

1. Stadium Compliance. The City represents, covenants and warrants that throughout the term of this Agreement the Stadium shall be constructed and maintained in compliance with (i) all applicable building, health, safety, bidding, procurement, traffic and zoning ordinances, applicable standards for streets and roadways (if any are constructed by the City in connection with the Stadium), and covenants and restrictions, if any, which apply to the Stadium property upon which the Stadium is located, and (ii) all applicable Environmental Laws.

2. Environmental Indemnification. In the event of any claim, suit, litigation,

governmental, administrative or private proceedings or action against TMO with respect to or concerning in any way any underground storage tanks, Hazardous Materials, water or air pollution or contaminants generated at or placed on or near the Stadium by the City or its employees, agents, representatives, vehicles or equipment, or with respect to or concerning any violation of Environmental Laws by the City or its employees, agents, representatives, vehicles or equipment, the City shall indemnify and hold harmless TMO from all costs, damages, attorneys' fees, expert fees, clean-up, response, removal and remedial costs, and all other costs, fees, and expenses relating thereto.

ARTICLE XVII.

INDEMNIFICATION AND INSURANCE

A. Indemnification.

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

2. Indemnification of TMO by the City. The City agrees to indemnify and hold harmless TMO and its members, officers, directors, duly authorized agents and employees from any and all claims brought for personal injury, death, property damage and any other losses, damages, charges or expenses, including attorneys

fees, which is in connection with, or by reason of any act, omission or negligence of the City or its duly authorized agents, or any breach of this Agreement, in connection with the City's activities pursuant to this Agreement.

B. Insurance Policies.

1. Insurance Required of TMO. TMO shall obtain and maintain throughout the term of this Agreement, public liability coverage including personal injury liability and contractual liability; if on a commercial general liability form, the limit per occurrence shall be One Million Dollars ($1,000,000) and an aggregate of Three Million Dollars ($3,000,000) combined single limit (CSL) per occurrence and include bodily injury and property damage liability; automobile coverage with liability limits of One Million Dollars ($1,000,000) combined single limits (CSL) bodily injury and property damage per accident; and workers compensation coverage to protect TMO's permanent and temporary employees.

TMO will name the City as additional insured on the public liability policy and provide certificates of all insurance or original policies as they shall be on file prior to the beginning of the term of this Agreement. Insurance coverage required herein shall be furnished by a company approved by the insurance commission of the State of Michigan.

2. Insurance Required of the City. Throughout the term of this Agreement, the City shall procure and pay for insurance, with a commercially acceptable insurance carrier, for the full replacement value of the Stadium, at its cost and expense, against damage destruction, from whatever cause. The City, its respective agents,

successors and assigns, shall also name TMO as an additionally insured on all property and liability insurance.

ARTICLE XVIII.

DESTRUCTION OF STADIUM

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

B. Reduction in Payment. Should the Stadium be unavailable for any TMO Home Baseball Games as a result of the destruction or other limitation in the use of the Stadium, the payments due the City shall be reduced proportionate to that limitation of use. In the event the City's insurance coverage provides TMO with reimbursement for lost profits, payments due the City shall not abate, but will continue uninterrupted.

C. Assistance of the City in Locating a Temporary or Permanent Alternate Facility. If the Stadium becomes unavailable on a temporary basis by reason of either the partial destruction of the Stadium or the repair or restoration of the Stadium, or for any other reason, the City shall utilize its best efforts to assist TMO in locating an adequate temporary facility within the City of Lansing.

D. Development of the Outfield Development Parcel and Stadium Improvements. Development of the Outfield Development Project and Stadium Improvements, as outlined in the CDA, along with any interruptions in availability of any portion of the Stadium in order to accommodate the development, shall not be a violation of this Agreement, and TMO shall not be entitled to reduce any payments otherwise due to the City as a result of the Outfield Development Project or Stadium Improvements, or the interruption of the use of all or any part of the Stadium. This specifically includes any anticipated or unanticipated interruptions in the availability of any portion of the Stadium to accommodate the Outfield Development Project or Stadium Improvements.

ARTICLE XIX.

CONDEMNATION

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

ARTICLE XX.

FORCE MAJEURE

TMO and the City agree that with respect to any services to be provided, payments to be made, or action to be taken by either Party during the term of this Agreement, the Party required to furnish or perform the same shall in no event be liable for failure to do so when prevented by any cause beyond the reasonable control of such Party such as strike, lock-out, suspension of play of baseball, breakdown, accident, order or regulation of or by any governmental authority, the National Association, Midwest League or any entity controlling either the National Association and/or Midwest League, or failure of supply, or inability, by the exercise of reasonable diligence, to obtain supplies, parts, or employees necessary to furnish such services, or because of war or other emergency, or for any cause due to any act or neglect of the other Party hereto, or in servants, agents, employees, any assignee, or successor in interest to such other Party. The time within which such services, payments, or actions shall be performed or rendered shall be extended for a period of time equivalent to the delay of such cause.

ARTICLE XXI.

REQUISITE ALCOHOL PERMITS

The City and TMO will use their best efforts and will take all steps necessary to obtain and maintain all permits, licenses and permissions as may be required to permit alcohol to be sold by TMO at the Stadium. Once such permits, licenses and permissions are obtained, TMO will fully comply with all federal, state and local laws, ordinances and statutes relating to the dispensing of alcoholic beverages.

ARTICLE XXII.

ASSIGNABILITY AND TRANSFERABILITY

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

ARTICLE XXIII.

TERMINATION UPON DEFAULT

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

DEVELOPMENT OF THE OUTFIELD DEVELOPMENT PARCEL

AND STADIUM RENOVATIONS

A. Redevelopment of the Outfield Development Parcel. The Parties acknowledge and agree that the Outfield Development Parcel is going to be developed into a mixed use development pursuant to the CDA. TMO agrees all changes to the Stadium or disruptions in use of the Stadium which are made in order to comply with the CDA shall not be considered a breach of this Agreement by the City. In the event the development of the Outfield Development Parcel is not completed, partially completed, reconfigured, or abandoned, as required by the CDA and ancillary documents, for any reason, it shall not be considered a breach of this Agreement by the City.

B. Implementation of Stadium Improvements. TMO acknowledges and agrees that the Stadium Improvements will be done in accordance with the CDA. TMO agrees all changes to the Stadium or disruptions in use of the Stadium which are made in order to comply with the CDA shall not be considered a breach of this Agreement by the City.

C. Stadium Improvements. The Stadium Improvements shall include those items the Parties mutually agree upon during the Due Diligence Period as described in Section (I)(1)(B)(i) of the CDA. The Stadium Improvements shall include the construction of the Banquet Center, field level components on the Development Parcel, and picnic support areas in the right field area. The City will cause the Stadium Improvements to be completed in accordance with the Master Schedule.

D. Substantial Completion of Stadium Improvements. To the extent practicable, all Stadium Improvements (except the playing field) will be Substantially Complete, as that term is defined in the CDA, prior to the first TMO Home Baseball Game in 2015.

E. Coordination of Efforts. The development of the Outfield Project with the Stadium Improvements will require substantial coordination of efforts between the City and the developer. TMO agrees that it will not object to or withhold any reasonable requests for access to allow for completion of the Stadium Improvements or Outfield Project within the Master Schedule timeframe.

F. Default, Breach, or Termination of the CDA. Notwithstanding Article XXIII, a default, breach or termination of the CDA shall be handled as follows:

1. *Default by Developer or City*. If the default, breach, or termination is caused by the Developer or City, then the City at its sole discretion, may terminate this Agreement, and revert back to the Stadium License, Lease, and Service Agreement executed on October 24, 2005, and all amendments thereto, assuming its term has not yet expired. In addition, the City may at its sole discretion elect not to expend any remaining portion of the Renovation Funds. Should the City elect to continue with this Agreement, then the Minimum Guaranteed Payment will be adjusted as follows:

a. In the event the City has spent 25% or less of the Renovation Funds, the Minimum Guaranteed Payment shall be adjusted to One Hundred Thousand and 00/100 Dollars ($100,000.00).

b. In the event the City has spent more than 25% and less than 50% of the Renovation Funds, then the Minimum Guaranteed Payment shall be adjusted to Two Hundred Fifty and 00/100 Dollars ($250,000.00).

c. In the Event the City has spent 50% or more of the Renovation Funds, then the Minimum guaranteed Payment shall remain at Three Hundred Fifty Thousand and 00/100 Dollars ($350,000.00).

2. *Default by TMO*. In the event of a default, breach, or termination by TMO, the City will have all rights and remedies as set forth in Article XXIII as if TMO breached this Agreement. In addition, if the default, breach, or termination is caused by TMO, then the City at its sole discretion may:

a. terminate this Agreement in which event the Stadium License, Lease, and Service Agreement executed on October 24, 2005, and all amendments thereto, assuming its term has not yet expired, shall be I full force and effect; and/or

b. elect not to expend any remaining unspent portion of the Renovation Funds.

If the default, breach or termination of the CDA by TMO occurs after December 31, 2020, at 11:59 PM, the City shall have the right to evict TMO from the Stadium upon ninety (90) days written notice thereof, unless a new lease is negotiated by the City and TMO. The City may also assert all rights remedies against TMO under this Agreement.

G. Termination of DCA Prior to Master Closing. Notwithstanding the foregoing, in the event the CDA is terminated by any party to the CDA prior to Master Closing, then the Parties shall revert back to the Stadium License, Lease, and Service Agreement executed on October 24, 2005, and all amendments thereto, for its remaining term, and this Agreement shall be null and void.

H. Delay of Outfield Project. In the event the entire Outfield Project described in the CDA is delayed for one (1) calendar year pursuant to the terms of the CDA, then the Minimum Guaranteed Payment shall remain at One Hundred Thousand and 00/100 Dollars ($100,000.00) for that calendar year, and shall return to Three Hundred Fifty and 00/100 Dollars ($350,000.00) the next calendar year.

I. CDA Rights and Remedies. Nothing herein impairs the City's rights and remedies under the CDA.

ARTICLE XXV.

MISCELLANEOUS

A. Anti-Discrimination. TMO 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. TMO 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. This Agreement constitutes the final, complete and exclusive written expression of the intent of the Parties with respect to the subject matter hereof which will supersede all previous verbal and written communications, representations, agreements, promises or statements.

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

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

F. Mutual Dependency and Severability. All rights and duties contained in this Agreement are mutually dependent on and one cannot exist independent of another, provided that if any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, and if such holding does not affect the ability of TMO to perform and have access to the Stadium as provided for herein, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision was not contained herein.

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

IF TO TMO:

MR. TOM DICKSON
TAKE ME OUT TO THE BALLGAME

LIMITED LIABILITY COMPANY
1603 Orrington Ave., Suite 1625
Evanston, Illinois 60201

IF TO THE CITY:

THE CITY OF LANSING
CITY ATTORNEY
124 W. MICHIGAN AVENUE
5TH FLOOR
LANSING, MI 48933-1694

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

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

J. The Essence. Time is of the essence for this Agreement.

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

L. Headings Only for Reference. The titles of articles and sections of this Agreement are for reference purposes only and shall be of no binding effect.

M. Valid Illinois Limited Liability Company. TMO represents that as of the date of the execution of this Agreement it is organized and in good standing under the laws of the State of Illinois, that it is duly authorized to enter into this Agreement and has taken all requisite corporate action to obtain such authorization and that no consent of or notice to any other individual, private or public entity or governmental authority is required in connection with the execution, delivery and performance of the Agreement.

N. Prohibition Against Food and Beverage Being Brought Into the Stadium. The City shall post signs in appropriate locations in the Stadium which shall prohibit patrons from bringing any food, beverages, beverage containers or alcoholic beverages into the Stadium.

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

P. Waiver. The waiver by either the TMO or the City of any default or breach by the other Party of any of the provisions of this Agreement shall not be deemed a continuing waiver or waiver of any other breach by the other Party of the same or another provision of this Agreement.

Q. Improvements. TMO shall make no improvements in the Stadium without the prior approval of the City.

R. Waste or Nuisance. TMO shall not commit or permit any waste on or about the Stadium during the term of this Agreement nor shall it maintain, commit or permit the maintenance or commission of any nuisance on or about the Stadium or use the Stadium for any unlawful purposes.

S. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

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

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

V. TMO's Property Loss and Damage. Nothing herein shall be construed to create a bailment relationship between the City and TMO or the Club concerning any property brought on the premises of the Stadium by TMO or the Club unless such property is delivered into the possession of the City.

W. Employee Status. It is understood and agreed that no agent, servant or employee of TMO or the Club or any of its subcontractors shall under any circumstances be deemed an agent, servant or employee of the City, and that no agent, servant or employee of the City shall be under any circumstances deemed an agent, servant or employee of TMO or the Club.

X. Judicial Relief In The Event Of Termination Actions. Anything in this Agreement to the contrary notwithstanding, neither Party shall have the right to terminate this Agreement before the expiration of the period required for the giving of notice before termination, if the defaulting party in good faith commences a judicial proceeding to contest the existence of any such plain default and uses reasonable diligence in prosecuting such action and complies with the final judgment of the court in such action; but nothing herein shall prevent a court from granting such protective orders, injunctions and interlocutory judgments as might otherwise be appropriate.

Y. Property Remaining in the Stadium After Termination or Expiration of the Agreement. Any and all property belonging to TMO, or anyone claiming through or under TMO, which may be found on the premises after termination or expiration of the Agreement may be handled, removed or stored by the City at the risk and expense of TMO and the City shall be responsible for the preservation or the safe-keeping thereof. TMO shall pay to the City any and all expenses incurred for such removal and all storage charges.

Z. Dispute Resolution Review Board. The Parties agree that in the event they are not able to mutually agree on the annual CIP plan described in Article IV, Section (A)(2) or Article IV, Section (C), then they will submit their dispute to mediation.

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

2. 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.

3. 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.

4. 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)(2) and Article IV, Section (C).

5. 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.

AA. Survival. The indemnification, hold harmless, and release of liability from the 2005 Agreement remain in full force and effect and survive the termination of that agreement.

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

TAKE ME OUT TO THE BALLGAME LIMITED LIABILITY COMPANY	CITY OF LANSING
By: ______________________________	By:________________________
Tom Dickson, Managing Member	~~Virg Bernero~~Andy Schor, Mayor
Approved as to form only:	I hereby certify that funds are available In account No. : _________________
______________________________	______________________________
City Attorney	City Finance Director

EXHIBIT A

TMO MAINTENANCE LIST

Exhibit A
Maintenance Plan
Lugnuts Responsibilities

1) **HVAC** – Lugnuts will execute duties outlined in HVAC service contract commissioned by city.
2) **Concessions Equipment** – Lugnuts will clean cooler vents, condenser coils , exhaust hoods, grills and equipment. Additional maintenance beyond Exhibit A may be necessary per Concessions Equipment service contract.
3) **Painting** – Lugnuts are responsible for touch up painting throughout entire ballpark. Touch up painting to include nicks, scratches, etc. that occur through normal use at ballpark. Lugnuts will blend in touch up painting with existing paint. (From time to time due to fading and use, various areas of the ballpark will need to be repainted by city).
4) **Carpeting** – Lugnuts will spot remove stains and vacuum carpets after each event. Lugnuts will extract all carpeting on a monthly basis in season or as needed.
5) **Lighting** – Lugnuts will replace light bulbs throughout park on a weekly basis or as needed. City and Lugnuts will monitor lighting during monthly walk throughs.
6) **Fire Extinguisher Inspection** – Lugnuts will conduct and pay for annual inspections.

Area	Description
Restrooms Concourse Suite Level Clubhouses Offices	Clean urinals, toilets and mirrors
	Sweep and mop
	Restock paper towel, toilet tissue, and hand soap
	Inspect and repair restrooms for broken dispensers & lighting damages
	Scrub tile/flooring with machine (tile grout)
Suite Level	Mop stairs
	Clean windows in suites
	Clean all glass in hallways
	Clean exterior windows in front of building
	Polish sinks in suites
	Clean walls
	Ceiling Tiles – Paint or replace, tiles provided by city
Seating Bowl	Clean after game
	Rinse seating bowl down
	Clean out drains at bottom of sections (to prevent flooding in seating areas)
	Power washed and detailed as needed.

	Seats – Replace and/or tighten bolts and screws as needed
Concourse/Hallways	Clean and Wash
	Power washed
	Entrance gates are power washed and/or spotted with a deck brush and soapy water
	Entrance gates are mopped
	Clean public areasand drinking fountains
Scoreboard	Lugnuts 100% responsible for scoreboard.
Field Lighting	Purchase light bulbs
Grounds	Cut the grass in front of stadium
	Pick up litter
	Pull weeds in cracks of concrete (spray to prevent grass again)
	Maintain the sidewalks inside and out including snow removal (to create safe walkway)
	Pick up all trash along fence line
	Edge and cut grass areas on the side
	Water flower beds
	Trim trees
	Maintain flower beds (city to provide all product)
Playing Field	Cut grass
	Water infield
	Fertilize 4-6 times (April – October)
	Nail drag infield (for softer playing surface)
	Monitor irrigation (to ensure all areas are watered properly)
	Edge field
	Sprinkler heads are adjusted by Lugnuts (heads are purchased through LEPFA, Lugnuts are responsible for turning on and shutting down sprinkler system for field)
Shop Area	Clean ramp – including snow removal as needed
	Clean Shop – mop and sweep
	Organize tools
	Put away materials stored in shed
	Keep inventory of clay and turface
Clubhouse	Sweep and mop lobby
	Clean showers
	Power wash showers (to remove mildew)

Elevators	Maintain including mop, clean stainless steel
	Change lights
Dugouts	Sweep out and empty trash
	Vacuum out sump pump pit -
	Wash out inside dugout and dugout tops
Office Area	Empty trash in all offices
	Vacuum
	Sweep and mop kitchen and rest room
	Carpets professionally cleaned annually

Food Service Maintenance Schedule

Area	Description
Kitchen	Filter deep fryer oil
	Clean pizza ovens
	Wash floor with anti-slip cleaner
	Replace deep fryer oil
	Wash inside of exhaust hoods annually
	Pour one cup of descalerinto dishwasher and run through wash cycle
	Clean inside of convection oven and hot boxes
	Take covers off of floor drains and remove drain basket. Clean debris from basket and replace.
	Wash inside door and ice deflector of any mold or build up
	Remove and clean air intake ceiling grills
Concession Stands	Clean small concession equipment
	Clean counter tops
	Clean pop machines
	Flush pop machines with bleach and hot water
	Clean sink
	Sweep and mop all floors
	Filter deep fryer oil in stands
	Clean inside of ice machines (for mold)
	Clean floor with anti-slip cleaner
	Clean fridge condensers of dust and grease

	Change deep fryer oil
	Clean and sanitize ice machine bins before ice machine starts up
	Clean beer lines internally
	Clean exhaust system and hoods
	Check beer system coolant levels
	Remove and clean air intake ceiling grills
Ports	Clean all surface area including cabinets
	Clean Pepsi machine windows and tracks
	Sweep and mop floors
	Break down all boxers and put in front of port with closed garbage bag
	Clean ports inside and out
	Clean internal beer lines
	Clean inside of popcorn machine with hot water (wipe out kettle inside and out. Wipe lip off top and bottom)
	Wipe up any leaking oil spills
	Clean popcorn machine cabinet inside and outside
	Clean sno-kones machine with hot water – wipe off top and make sure machine is completely dry
Philly Steak Port	Clean grills
	Cover grill with foil when cool
	Empty grease trap
	Clean sides, back, and underside of grill with hot water
	Clean ice cream stand freezer with water (leave NO ice cream on any surface)
	Clean scoops and replace
	Clean floor s
	Pour hot water down tap drain and clean window

	Clean nacho machine inside and out
	Take apart inside of nacho machine and clean all parts
	Pour hot water and bleach down beer tap drains and empty overflow
	Rinse out drain bucket and empty, put back at port
	Turn off CO_2 tank
	Open and clean cotton candy machines
	Soak spinner head in hot water to remove sugar particles
Picnic Venues	Clean grills, counters, shelves, coolers
	Wash and De-grease grease traps
	Wash dishes
	Power wash tables, serving areas and awnings
	Mop floor
	Clean sinks, shelves, floors and entire bar area
	Clean all machines – Cheese, coffee, blender
	Drain level in hot well and ice well should be pulled. Put bucket under drain to capture water
Warehouse	Clean and mop
Pantry	Mop floor
	Use soap & water/disinfectant to wipe down entire pantry area, including tables, shelves and equipment
	Clean inside of ice maker
	Disassemble and clean cheese machine, coffee maker and hot chocolate machine

Cooler	Wipe down shelves using soap & water
Suites	Clean refrigerators using soap & water
	Wipe out sink & countertops

EXHIBIT B

STADIUM OPERATION PLAN

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 (Job descriptions attached)	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-	Monitor all restrooms including toilet paper, paper

game)	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 Lugnuts/LEPFA direct cell # in order on list
Alarm Main office Cash room Food Service Office Retail 3rd Base Store Ticket Office	Update employee codes into system
	Alarm monitoring contractor monitors all office and alarmed areas and contacts Lugnuts 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 first pitch. Gates are swung open in the 6th inning (except on fireworks nights and Thirsty Thursdays, not swung at all0 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 Lugnuts 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.
Alcohol policy (Attached)	

City of Lansing, Michigan
Projected Financial Impact of Proposed Lease Changes by Take Me Out to the Ballgam (TMO)

Comparison of Scenarios

Lease Status	Worksheet Tab	Using MINIMUM CIP	Using MAXIMUM CIP
Current Agreement	Historical + Current	(760,529)	(2,260,529)
Proposed 2nd Amendment	Historical + 2nd Amendment	(1,434,583)	(2,934,583)
	Difference	674,054	674,054

City of Lansing, Michigan

Projected Financial Impact of Proposed Lease Changes by Take Me Out to the Ballgam (TMO)

Currently not in Lease Agreement, but included for comparison purposes because capital improvement expenditures are required.

Cells where changes were made or additional information was provided

CURRENT Lease Agreement

REVENUE FROM TMO TO CITY / **EXPENDITURES BY THE CITY**

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X
								2015 IPA		TMO	$1.2M 2021 IPA		Include										
Year	Lease Payment	Annual Change	Parking & City Event F&B	Annual Change	Naming Rights (1)	Additional Payment for Debt	Total Revenue Received from TMO	Principal	Interest (3.0%)	Principal & Interest	Principal	Interest (2.35%)	Principal & Interest	Utilities (City Share 50%)	Annual Change	Repairs & Maintenance	Annual Change	Capital Improvements ($Minimum) (2)	Capital Improvements ($Maximum) (2)	Total Expenses Using MINIMUM CIP	Total Expenses Using MAXIMUM CIP	GAIN/(LOSS) Using MINIMUM CIP	GAIN/(LOSS) Using MAXIMUM CIP
	2021 = 2019 x	1.50%	2021 = 2019 x	1.50%											3.00%		5.00%						
1994	39,500						39,500													0	0	39,500	39,500
1995	39,500	0.00%					39,500													0	0	39,500	39,500
1996	768,701	1846.08%			100,000		868,701													0	0	868,701	868,701
1997	698,934	-9.08%			100,000		798,934													0	0	798,934	798,934
1998	679,758	-2.74%			100,000		779,758													0	0	779,758	779,758
1999	656,005	-3.49%			100,000		756,005													0	0	756,005	756,005
2000	561,270	-14.44%			100,000		661,270													0	0	661,270	661,270
2001	518,007	-7.71%			100,000		618,007													0	0	618,007	618,007
2002	515,888	-0.41%			100,000		615,888													0	0	615,888	615,888
2003	451,625	-12.46%	30,517		100,000		582,142													0	0	582,142	582,142
2004	441,395	-2.27%	24,944	-18.26%	100,000		566,339													0	0	566,339	566,339
2005	439,210	-0.49%	22,836	-8.45%	100,000		562,046													0	0	562,046	562,046
2006	453,988	3.36%	22,939	0.45%	100,000		576,927													0	0	576,927	576,927
2007	362,652	-20.12%	20,872	-9.01%	100,000		483,524													0	0	483,524	483,524
2008	348,234	-3.98%	18,861	-9.64%	100,000		467,095													0	0	467,095	467,095
2009	331,523	-4.80%	16,661	-11.66%	100,000		448,184													0	0	448,184	448,184
2010	213,020	-35.75%	18,668	12.05%	88,547		320,234							100,562						100,562	100,562	219,672	219,672
2011	205,021	-3.76%	15,509	-16.92%	119,947		340,477							111,896	11.27%					111,896	111,896	228,581	228,581
2012	209,436	2.15%	19,568	26.17%	117,874		346,879							114,298	2.15%					114,298	114,298	232,580	232,580
2013	220,094	5.09%	13,864	-29.15%	118,585		352,544							127,243	11.33%					127,243	127,243	225,301	225,301
2014	244,364	11.03%	13,680	-1.33%	118,165		376,209							119,450	-6.12%					119,450	119,450	256,759	256,759
2015	341,745	39.85%	16,161	18.13%	118,267	22,000	498,173	-	42,000	42,000				141,392	18.37%					183,392	183,392	314,781	314,781
2016	348,785	2.06%	19,695	21.87%	119,288	125,000	612,768	167,923	88,750	256,673				153,838	8.80%					410,510	410,510	202,258	202,258
2017	358,696	2.84%	16,513	-16.16%	117,669	125,000	617,878	172,998	83,674	256,673				159,705	3.81%					416,377	416,377	201,500	201,500
2018	362,164	0.97%	19,225	16.42%	117,209	125,000	623,598	178,227	78,446	256,673				174,042	8.98%			50,000	75,000	480,715	505,715	142,883	117,883
2019	324,525	-10.39%	14,210	-26.08%	119,981	125,000	583,716	183,614	73,059	256,673				184,304	5.90%	60,000		50,000	75,000	550,976	575,976	32,740	7,740
2020	141,250	-56.47%	-	-100.00%	33,750	125,000	300,000	189,164	67,509	256,673				123,320	-33.09%	-		50,000	75,000	429,993	454,993	(129,993)	(154,993)
2021	329,393	133.20%	14,423	#DIV/0!	137,100	125,000	605,916	194,881	61,792	256,673	30,000	13,908	43,908	189,833	53.94%	63,000	#DIV/0!	50,000	75,000	603,414	628,414	2,502	(22,498)
2022	334,334	1.50%	14,639	1.50%	137,100	125,000	611,073	200,771	55,901	256,673	68,341	27,023	95,364	195,528	3.00%	66,150	5.00%	75,000	100,000	688,714	713,714	(77,641)	(102,641)
2023	339,349	1.50%	14,859	1.50%	137,100	125,000	616,308	206,840	49,833	256,673	69,956	25,407	95,364	201,394	3.00%	69,458	5.00%	75,000	100,000	697,888	722,888	(81,580)	(106,580)
2024	344,439	1.50%	15,082	1.50%	146,893	125,000	631,414	213,092	43,581	256,673	71,610	23,754	95,364	207,435	3.00%	72,930	5.00%	75,000	100,000	707,402	732,402	(75,989)	(100,989)
2025	349,606	1.50%	15,308	1.50%	146,893	125,000	636,806	219,532	37,140	256,673	73,303	22,061	95,364	213,658	3.00%	76,577	5.00%	100,000	200,000	742,272	842,272	(105,465)	(205,465)
2026	354,850	1.50%	15,538	1.50%	156,686	125,000	652,073	226,168	30,505	256,673	75,036	20,328	95,364	220,068	3.00%	80,406	5.00%	100,000	200,000	752,510	852,510	(100,437)	(200,437)
2027	360,172	1.50%	15,771	1.50%	156,686	125,000	657,629	233,003	23,669	256,673	76,810	18,554	95,364	226,670	3.00%	84,426	5.00%	100,000	200,000	763,133	863,133	(105,504)	(205,504)
2028	365,575	1.50%	16,007	1.50%	156,686	125,000	663,268	240,046	16,627	256,673	78,625	16,739	95,364	233,470	3.00%	88,647	5.00%	100,000	200,000	774,154	874,154	(110,886)	(210,886)
2029	371,059	1.50%	16,247	1.50%	156,686	125,000	668,992	247,301	9,371	256,673	80,484	14,880	95,364	240,474	3.00%	93,080	5.00%	100,000	200,000	785,591	885,591	(116,599)	(216,599)
2030	376,624	1.50%	16,491	1.50%	166,479	64,168	623,762	126,440	1,897	128,336	82,386	12,978	95,364	247,689	3.00%	97,734	5.00%	100,000	200,000	669,123	769,123	(45,360)	(145,360)
2031	382,274	1.50%	16,739	1.50%	166,479		565,491				84,334	11,030	95,364	255,119	3.00%	102,620	5.00%	100,000	200,000	553,104	653,104	12,387	(87,613)
2032	388,008	1.50%	16,990	1.50%	166,479		571,476				86,327	9,036	95,364	262,773	3.00%	107,751	5.00%	100,000	200,000	565,888	665,888	5,588	(94,412)
2033	393,828	1.50%	17,244	1.50%	166,479		577,551				88,368	6,996	95,364	270,656	3.00%	113,139	5.00%	100,000	200,000	579,159	679,159	(1,608)	(101,608)
2034	399,735	1.50%	17,503	1.50%	166,479		583,717				90,457	4,907	95,364	278,776	3.00%	118,796	5.00%	100,000	200,000	592,936	692,936	(9,218)	(109,218)
2035	405,732	1.50%	17,766	1.50%	150,000		573,497				92,595	2,769	95,364	287,139	3.00%	124,736	5.00%	100,000	200,000	607,239	707,239	(33,741)	(133,741)
2036	411,817	1.50%	18,032	1.50%	150,000		579,850				48,363	568	48,931	295,753	3.00%	130,972	5.00%	100,000	200,000	575,657	675,657	4,193	(95,807)
2037	417,995	1.50%	18,303	1.50%	150,000		586,297							304,626	3.00%	137,521	5.00%	100,000	200,000	542,147	642,147	44,150	(55,850)
2038	424,265	1.50%	18,577	1.50%	150,000		592,842							313,765	3.00%	144,397	5.00%	100,000	200,000	558,162	658,162	34,680	(65,320)
	17,024,342		620,241		5,353,505	1,836,168	24,834,256	3,000,000	763,754	3,763,754	1,196,996	230,938	1,427,933	5,954,877		1,832,340		1,825,000	3,400,000	14,803,904	16,378,904	10,030,352	8,455,352
2021 to 2038	**6,749,054**		**295,519**		**2,764,221**	**1,189,168**	**10,997,962**	**2,108,074**	**330,316**	**2,438,390**	**1,196,996**	**230,938**	**1,427,933**	**4,444,827**		**1,772,340**		**1,675,000**	**3,175,000**	**11,758,491**	**13,258,491**	**(760,529)**	**(2,260,529)**

(1) Assumes Naming Rights minimum amounts in years 2035 to 2038, inclusive, as proposed in 2nd Amendement to Lease Agreement

(2) Lease Agreement provides for a minimum and maximum capital improvement amount

City of Lansing, Michigan

Projected Financial Impact of Proposed Lease Changes by Take Me Out to the Ballgam (TMO)

Cells where changes were made or additional information was provided

Proposed 2nd Amendment to Lease Agreement

REVENUE FROM TMO TO CITY | **EXPENDITURES BY THE CITY**

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X
								2015 IPA		**TMO**	**$1.2M 2021 IPA**		**Include**										
Year	**Lease Payment**	**Annual Change**	**Parking & City Event F&B**	**Annual Change**	**Naming Rights (1)**	**Additional Payment for Debt**	**Total Revenue Received from TMO**	**Principal**	**Interest (3.0%)**	**Principal & Interest**	**Principal**	**Interest (2.35%)**	**Principal & Interest**	**Utilities (City Share 50%)**	**Annual Change**	**Repairs & Maintenance**	**Annual Change**	**Capital Improvements ($Minimum) (2)**	**Capital Improvements ($Maximum) (2)**	**Total Expenses Using MINIMUM CIP**	**Total Expenses Using MAXIMUM CIP**	**GAIN/(LOSS) Using MINIMUM CIP**	**GAIN/(LOSS) Using MAXIMUM CIP**
	2021 = 2019 x	**1.50%**	**2021 = 2019 x**	**1.50%**											**3.00%**		**5.00%**						
1994	39,500						39,500													0	0	39,500	39,500
1995	39,500	0.00%					39,500													0	0	39,500	39,500
1996	768,701	1846.08%			100,000		868,701													0	0	868,701	868,701
1997	698,934	-9.08%			100,000		798,934													0	0	798,934	798,934
1998	679,758	-2.74%			100,000		779,758													0	0	779,758	779,758
1999	656,005	-3.49%			100,000		756,005													0	0	756,005	756,005
2000	561,270	-14.44%			100,000		661,270													0	0	661,270	661,270
2001	518,007	-7.71%			100,000		618,007													0	0	618,007	618,007
2002	515,888	-0.41%			100,000		615,888													0	0	615,888	615,888
2003	451,625	-12.46%	30,517		100,000		582,142													0	0	582,142	582,142
2004	441,395	-2.27%	24,944	-18.26%	100,000		566,339													0	0	566,339	566,339
2005	439,210	-0.49%	22,836	-8.45%	100,000		562,046													0	0	562,046	562,046
2006	453,988	3.36%	22,939	0.45%	100,000		576,927													0	0	576,927	576,927
2007	362,652	-20.12%	20,872	-9.01%	100,000		483,524													0	0	483,524	483,524
2008	348,234	-3.98%	18,861	-9.64%	100,000		467,095													0	0	467,095	467,095
2009	331,523	-4.80%	16,661	-11.66%	100,000		448,184													0	0	448,184	448,184
2010	213,020	-35.75%	18,668	12.05%	88,547		320,234							100,562						100,562	100,562	219,672	219,672
2011	205,021	-3.76%	15,509	-16.92%	119,947		340,477							111,896	11.27%					111,896	111,896	228,581	228,581
2012	209,436	2.15%	19,568	26.17%	117,874		346,879							114,298	2.15%					114,298	114,298	232,580	232,580
2013	220,094	5.09%	13,864	-29.15%	118,585		352,544							127,243	11.33%					127,243	127,243	225,301	225,301
2014	244,364	11.03%	13,680	-1.33%	118,165		376,209							119,450	-6.12%					119,450	119,450	256,759	256,759
2015	341,745	39.85%	16,161	18.13%	118,267	22,000	498,173	-	42,000	42,000				141,392	18.37%					183,392	183,392	314,781	314,781
2016	348,785	2.06%	19,695	21.87%	119,288	125,000	612,768	167,923	88,750	256,673				153,838	8.80%					410,510	410,510	202,258	202,258
2017	358,696	2.84%	16,513	-16.16%	117,669	125,000	617,878	172,998	83,674	256,673				159,705	3.81%					416,377	416,377	201,500	201,500
2018	362,164	0.97%	19,225	16.42%	117,209	125,000	623,598	178,227	78,446	256,673				174,042	8.98%			50,000	75,000	480,715	505,715	142,883	117,883
2019	324,525	-10.39%	14,210	-26.08%	119,981	125,000	583,716	183,614	73,059	256,673				184,304	5.90%	60,000		50,000	75,000	550,976	575,976	32,740	7,740
2020	141,250	-56.47%	-	-100.00%	33,750	125,000	300,000	189,164	67,509	256,673				123,320	-33.09%	-		50,000	75,000	429,993	454,993	(129,993)	(154,993)
2021	175,000	23.89%	14,423	#DIV/0!	137,100	125,000	451,523	194,881	61,792	256,673	30,000	13,908	43,908	189,833	53.94%	63,000	#DIV/0!	-	-	553,414	553,414	(101,891)	(101,891)
2022	175,000	0.00%	14,639	1.50%	137,100	125,000	451,739	200,771	55,901	256,673	68,341	27,023	95,364	195,528	3.00%	66,150	5.00%	-	-	613,714	613,714	(161,975)	(161,975)
2023	175,000	0.00%	14,859	1.50%	137,100	125,000	451,959	206,840	49,833	256,673	69,956	25,407	95,364	201,394	3.00%	69,458	5.00%	-	50,000	622,888	672,888	(170,929)	(220,929)
2024	225,000	28.57%	15,082	1.50%	146,893	125,000	511,975	213,092	43,581	256,673	71,610	23,754	95,364	207,435	3.00%	72,930	5.00%	-	50,000	632,402	682,402	(120,428)	(170,428)
2025	225,000	0.00%	15,308	1.50%	146,893	125,000	512,201	219,532	37,140	256,673	73,303	22,061	95,364	213,658	3.00%	76,577	5.00%	-	100,000	642,272	742,272	(130,071)	(230,071)
2026	225,000	0.00%	15,538	1.50%	156,686	125,000	522,223	226,168	30,505	256,673	75,036	20,328	95,364	220,068	3.00%	80,406	5.00%	-	100,000	652,510	752,510	(130,287)	(230,287)
2027	225,000	0.00%	15,771	1.50%	156,686	125,000	522,456	233,003	23,669	256,673	76,810	18,554	95,364	226,670	3.00%	84,426	5.00%	-	100,000	663,133	763,133	(140,676)	(240,676)
2028	225,000	0.00%	16,007	1.50%	156,686	125,000	522,693	240,046	16,627	256,673	78,625	16,739	95,364	233,470	3.00%	88,647	5.00%	-	100,000	674,154	774,154	(151,461)	(251,461)
2029	250,000	11.11%	16,247	1.50%	156,686	125,000	547,933	247,301	9,371	256,673	80,484	14,880	95,364	240,474	3.00%	93,080	5.00%	-	100,000	685,591	785,591	(137,658)	(237,658)
2030	250,000	0.00%	16,491	1.50%	166,479	64,168	497,138	126,440	1,897	128,336	82,386	12,978	95,364	247,689	3.00%	97,734	5.00%	-	100,000	569,123	669,123	(71,985)	(171,985)
2031	250,000	0.00%	16,739	1.50%	166,479		433,217				84,334	11,030	95,364	255,119	3.00%	102,620	5.00%	-	100,000	453,104	553,104	(19,887)	(119,887)
2032	250,000	0.00%	16,990	1.50%	166,479		433,468				86,327	9,036	95,364	262,773	3.00%	107,751	5.00%	-	100,000	465,888	565,888	(32,420)	(132,420)
2033	250,000	0.00%	17,244	1.50%	166,479		433,723				88,368	6,996	95,364	270,656	3.00%	113,139	5.00%	-	100,000	479,159	579,159	(45,436)	(145,436)
2034	300,000	20.00%	17,503	1.50%	166,479		483,982				90,457	4,907	95,364	278,776	3.00%	118,796	5.00%	-	100,000	492,936	592,936	(8,954)	(108,954)
2035	300,000	0.00%	17,766	1.50%	150,000		467,766				92,595	2,769	95,364	287,139	3.00%	124,736	5.00%	-	100,000	507,239	607,239	(39,473)	(139,473)
2036	300,000	0.00%	18,032	1.50%	150,000		468,032				48,363	568	48,931	295,753	3.00%	130,972	5.00%	-	100,000	475,657	575,657	(7,625)	(107,625)
2037	300,000	0.00%	18,303	1.50%	150,000		468,303							304,626	3.00%	137,521	5.00%	-	100,000	442,147	542,147	26,156	(73,844)
2038	300,000	0.00%	18,577	1.50%	150,000		468,577							313,765	3.00%	144,397	5.00%	-	100,000	458,162	558,162	10,415	(89,585)
	14,675,289		620,241		5,353,505	1,836,168	22,485,203	3,000,000	763,754	3,763,754	1,196,996	230,938	1,427,933	5,954,877		1,832,340		150,000	1,725,000	13,128,904	14,703,904	9,356,298	7,781,298
2021 to 2038	**4,400,000**		**295,519**		**2,764,221**	**1,189,168**	**8,648,908**	**2,108,074**	**330,316**	**2,438,390**	**1,196,996**	**230,938**	**1,427,933**	**4,444,827**		**1,772,340**		**-**	**1,500,000**	**10,083,491**	**11,583,491**	**(1,434,583)**	**(2,934,583)**

(1) Assumes Naminig Rights minimum I years 2035 to 2038, inclusive, as proposed in 2nd Amendement to Lease Agreement

(2) Proposed 2nd Amendment to Lease Agreement provides for a not to exceed maximum capital improvement amount

City of Lansing, Michigan

Projected Financial Impact of Proposed Lease Changes by Take Me Out to the Ballgam (TMO)

Cells where changes were made or additional information was provided

CURRENT Lease Agreement CANCELLED in 2024

REVENUE FROM TMO TO CITY

A	B	C	D	E	F	G	H
Year	**Lease Payment**	**Annual Change**	**Parking & City Event F&B**	**Annual Change**	**Naming Rights**	**Additional Payment for Debt**	**Total Revenue Received from TMO**
	2021 = 2019 x	**1.50%**	**2021 = 2019 x**	**1.50%**			
1994	39,500						39,500
1995	39,500	0.00%					39,500
1996	768,701	1846.08%			100,000		868,701
1997	698,934	-9.08%			100,000		798,934
1998	679,758	-2.74%			100,000		779,758
1999	656,005	-3.49%			100,000		756,005
2000	561,270	-14.44%			100,000		661,270
2001	518,007	-7.71%			100,000		618,007
2002	515,888	-0.41%			100,000		615,888
2003	451,625	-12.46%	30,517		100,000		582,142
2004	441,395	-2.27%	24,944	-18.26%	100,000		566,339
2005	439,210	-0.49%	22,836	-8.45%	100,000		562,046
2006	453,988	3.36%	22,939	0.45%	100,000		576,927
2007	362,652	-20.12%	20,872	-9.01%	100,000		483,524
2008	348,234	-3.98%	18,861	-9.64%	100,000		467,095
2009	331,523	-4.80%	16,661	-11.66%	100,000		448,184
2010	213,020	-35.75%	18,668	12.05%	88,547		320,234
2011	205,021	-3.76%	15,509	-16.92%	119,947		340,477
2012	209,436	2.15%	19,568	26.17%	117,874		346,879
2013	220,094	5.09%	13,864	-29.15%	118,585		352,544
2014	244,364	11.03%	13,680	-1.33%	118,165		376,209
2015	341,745	39.85%	16,161	18.13%	118,267	22,000	498,173
2016	348,785	2.06%	19,695	21.87%	119,288	125,000	612,768
2017	358,696	2.84%	16,513	-16.16%	117,669	125,000	617,878
2018	362,164	0.97%	19,225	16.42%	117,209	125,000	623,598
2019	324,525	-10.39%	14,210	-26.08%	119,981	125,000	583,716
2020	141,250	-56.47%	-	-100.00%	33,750	125,000	300,000
2021	329,393	133.20%	14,423	#DIV/0!	137,100	125,000	605,916
2022	334,334	1.50%	14,639	1.50%	137,100	125,000	611,073
2023	339,349	1.50%	14,859	1.50%	137,100	125,000	616,308
2024		-100.00%		-100.00%			-
2025		#DIV/0!		#DIV/0!			-
2026		#DIV/0!		#DIV/0!			-
2027		#DIV/0!		#DIV/0!			-
2028		#DIV/0!		#DIV/0!			-
2029		#DIV/0!		#DIV/0!			-
2030		#DIV/0!		#DIV/0!			-
2031		#DIV/0!		#DIV/0!			-
2032		#DIV/0!		#DIV/0!			-
2033		#DIV/0!		#DIV/0!			-
2034		#DIV/0!		#DIV/0!			-
2035		#DIV/0!		#DIV/0!			-
2036		#DIV/0!		#DIV/0!			-
2037		#DIV/0!		#DIV/0!			-
2038		#DIV/0!		#DIV/0!			-
	11,278,364		368,643		3,000,583	1,022,000	15,669,591
2021 to 2038	**1,003,075**		**43,921**		**411,300**	**375,000**	**1,833,297**

EXPENDITURES BY THE CITY

A	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X
	2015 IPA		**TMO**	**$1.2M 2021 IPA**												
Year	**Principal**	**Interest (3.0%)**	**Principal & Interest**	**Principal**	**Interest (2.35%)**	**Principal & Interest**	**Utilities (City Share 50%)**	**Annual Change**	**Repairs & Maintenance**	**Annual Change**	**Capital Improvements ($Minimum)**	**Capital Improvements ($Maximum)**	**Total Expenses Using MINIMUM CIP**	**Total Expenses Using MAXIMUM CIP**	**GAIN/(LOSS) Using MINIMUM CIP**	**GAIN/(LOSS) Using MAXIMUM CIP**
								3.00%		**5.00%**						
1994													0	0	39,500	39,500
1995													0	0	39,500	39,500
1996													0	0	868,701	868,701
1997													0	0	798,934	798,934
1998													0	0	779,758	779,758
1999													0	0	756,005	756,005
2000													0	0	661,270	661,270
2001													0	0	618,007	618,007
2002													0	0	615,888	615,888
2003													0	0	582,142	582,142
2004													0	0	566,339	566,339
2005													0	0	562,046	562,046
2006													0	0	576,927	576,927
2007													0	0	483,524	483,524
2008													0	0	467,095	467,095
2009													0	0	448,184	448,184
2010							100,562						100,562	100,562	219,672	219,672
2011							111,896	11.27%					111,896	111,896	228,581	228,581
2012							114,298	2.15%					114,298	114,298	232,580	232,580
2013							127,243	11.33%					127,243	127,243	225,301	225,301
2014							119,450	-6.12%					119,450	119,450	256,759	256,759
2015	-	42,000	42,000				141,392	18.37%					183,392	183,392	314,781	314,781
2016	167,923	88,750	256,673				153,838	8.80%					410,510	410,510	202,258	202,258
2017	172,998	83,674	256,673				159,705	3.81%					416,377	416,377	201,500	201,500
2018	178,227	78,446	256,673				174,042	8.98%			50,000	75,000	480,715	505,715	142,883	117,883
2019	183,614	73,059	256,673				184,304	5.90%	60,000		50,000	75,000	550,976	575,976	32,740	7,740
2020	189,164	67,509	256,673				123,320	-33.09%	-		50,000	75,000	429,993	454,993	(129,993)	(154,993)
2021	194,881	61,792	256,673			-	189,833	53.94%	63,000	#DIV/0!	50,000	75,000	559,505	584,505	46,410	21,410
2022	200,771	55,901	256,673			-	195,528	3.00%	66,150	5.00%	75,000	100,000	593,350	618,350	17,723	(7,277)
2023	206,840	49,833	256,673			-	201,394	3.00%	69,458	5.00%	75,000	100,000	602,524	627,524	13,784	(11,216)
2024	213,092	43,581	256,673			-		-100.00%		-100.00%			256,673	256,673	(256,673)	(256,673)
2025	219,532	37,140	256,673			-		#DIV/0!		#DIV/0!			256,673	256,673	(256,673)	(256,673)
2026	226,168	30,505	256,673			-		#DIV/0!		#DIV/0!			256,673	256,673	(256,673)	(256,673)
2027	233,003	23,669	256,673			-		#DIV/0!		#DIV/0!			256,673	256,673	(256,673)	(256,673)
2028	240,046	16,627	256,673			-		#DIV/0!		#DIV/0!			256,673	256,673	(256,673)	(256,673)
2029	247,301	9,371	256,673			-		#DIV/0!		#DIV/0!			256,673	256,673	(256,673)	(256,673)
2030	126,440	1,897	128,336			-		#DIV/0!		#DIV/0!			128,336	128,336	(128,336)	(128,336)
2031						-		#DIV/0!		#DIV/0!			-	-	0	0
2032						-		#DIV/0!		#DIV/0!			-	-	0	0
2033						-		#DIV/0!		#DIV/0!			-	-	0	0
2034						-		#DIV/0!		#DIV/0!			-	-	0	0
2035						-		#DIV/0!		#DIV/0!			-	-	0	0
2036						-		#DIV/0!		#DIV/0!			-	-	0	0
2037								#DIV/0!		#DIV/0!			-	-	0	0
2038								#DIV/0!		#DIV/0!			-	-	0	0
	3,000,000	763,754	3,763,754	-	-	-	2,096,803		258,608		350,000	500,000	6,469,165	6,619,165	9,200,426	9,050,426
2021 to 2038	**2,108,074**	**330,316**	**2,438,390**	**-**	**-**	**-**	**586,754**		**198,608**		**200,000**	**275,000**	**3,423,752**	**3,498,752**	**(1,590,455)**	**(1,665,455)**

AGENDA ITEM INFORMATION

FILE TOO LARGE FOR PACKET

City of Lansing 2021 Annual Report

Document can be viewed at the City Website:

https://www.lansingmi.gov/DocumentCenter/View/11790/City-of-Lansing-Annual-Report-2020

AGENDA ITEM INFORMATION

FILE TOO LARGE FOR PACKET

Comprehensive Annual Financial Report (CAFR)

Document can be viewed at the City Website:

https://www.lansingmi.gov/DocumentCenter/View/11668/Comprehensive-Annual-Financial-Reports-for-FY-2020-

AGENDA ITEM INFORMATION

FILE TOO LARGE FOR PACKET

Financial Statements-Lansing Building Authority

Document can be viewed at the City Website:

https://www.lansingmi.gov/DocumentCenter/View/11682/Building-Authority-Fiscal-Year-2020-Audit---Final

AGENDA ITEM INFORMATION

Financial Statements-Lansing Brownfield

Redevelopment Authority; FY 2020

Document can be viewed at the City Website:

https://www.lansingmi.gov/DocumentCenter/View/11683/Lansing-Brownfield-Redevelopment-Authority-Fiscal-Year-2020-Audit---Final

AGENDA ITEM INFORMATION

Financial Statements-Tax Increment Financial Authority; FY 2020

Document can be viewed at the City Website:

https://www.lansingmi.gov/DocumentCenter/View/11684/TIFA-Fiscal-Year-2020-Audit---Final

AGENDA ITEM INFORMATION

Financial Statements-Tri-County Metro Narcotics Squad, FY 2020

Document can be viewed at the City Website:

https://www.lansingmi.gov/DocumentCenter/View/11681/Metro-Narc-Squad-2020-Audit---Final

Substitute

4:06 pm

Draft 5
02/08/2021

RESOLUTION #___________

BY THE COMMITTEE ____________________

RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the City Council of the City of Lansing previously approved the Stadium License, Lease, and Service Agreement (the "Agreement") between the City of Lansing and Take Me Out to the Ballgame, LLC ("TMO"), in Resolution 2014-164, passed on June 9, 2014; and

WHEREAS, the Agreement was amended substantively by a First Amendment, which was also approved by City Council on December 8, 2014 in Resolution 2014-321; and

WHEREAS, the circumstances surrounding two (2) once in a century events, the COVID-19 pandemic which has had devastating short term impacts with the loss of the 2020 baseball season and likely a significant portion of the 2021 baseball season, and the uncertainty of the long term impact of the changing relationship between Major League Baseball and Minor League Baseball have materially changed the business model established between the City and TMO in 2014; and

WHEREAS, a certain Second Amendment to the Agreement has been proposed that contains substantive changes to the consideration, duties, and obligations of both parties, including: an extension of the lease term, changes to the revenue sharing structure between the City and TMO, and minor adjustments in the definitions and minimum home-game requirements per year; and

WHEREAS, the Second Amendment to the Agreement shall contain the following terms:

- For 2020, the City waives the Minimum Guaranteed Payment due to a force majeure event;
- No overall changes to DGR, except that for 2021 – 2031, the City excludes the 5% annual payment of Sponsorship Revenue (excluding naming rights);
- In 2032, the annual 5% annual payment of Sponsorship Revenue (excluding naming rights) will reconvene;
- In the event that the current Naming Rights Agreement expires or is terminated, TMO shall pay either $150,000 annually, or one-half the gross revenue, less the costs to execute the package (not including marketing and sales costs);
- The City shall facilitate the refinancing of the principal balance of the 2015 Installment Purchase Agreement
    - TMO shall pay 50% of the actual, final annual debt service
    - TMO shall pay 100% of the actual, final debt service associated with any termination fee and costs of insurance
    - TMO's payments are due thirty (30) days before the payment date of the refinancing 2015 IPA;
- The City shall facilitate the financing of an Installment Purchase Agreement in an amount not to exceed $1,250,000 to provide additional financing for stadium improvements;
- For 2020, TMO shall pay the $125,000 Additional Cash Payment according to the following schedule:
    - Payments spread over a ten (10) year period, beginning in 2021
    - Level, semi-annual principal and interest payments at 2.35%

  - Payments shall be made thirty (30) days before the principal and interest payment date;
- TMO shall preserve and present the City Finance Director and the Internal Auditor financial information contained in the Agreement;
- TMO shall provide to the City copies of any and all financial audits produced by and for TMO;
- Capital Improvement Payments shall be the following minimum and maximum amounts:

Year	Minimum	Maximum
2021	$0	$0
2022	$0	$0
2023	$37,500	$50,000
2024	$37,500	$50,000
2025	$50,000	$52,500
2026	$50,000	$55,000
2027	$50,000	$57,500
2028	$50,000	$60,000
2029	$50,000	$62,500
2030	$50,000	$65,000
2031	$50,000	$67,500
2032	$50,000	$70,000
2033	$50,000	$72,500
2034	$50,000	$75,000
2035	$50,000	$77,500
2036	$50,000	$80,000
2037	$50,000	$82,500
2038	$50,000	$85,000

WHEREAS, the Second Amendment to the Agreement includes an extension of the term of the agreement which is less than five (5) years. As such, the Second Amendment to the Agreement may be considered and approved by Lansing City Council without placement on file with the Clerk's office for thirty (30) days prior; and

NOW, THEREFORE BE IT RESOLVED, that the Lansing City Council hereby approves a Second Amendment to the Stadium License, Lease, and Service Agreement by and between the City of Lansing and TMO for use of the Stadium property that contains the following terms:

- For 2020, the City waives the Minimum Guaranteed Payment due to a force majeure event;
- No overall changes to DGR, except that for 2021 – 2031, the City excludes the 5% annual payment of Sponsorship Revenue (excluding naming rights);
- In 2032, the annual 5% annual payment of Sponsorship Revenue (excluding naming rights) will reconvene;
- In the event that the current Naming Rights Agreement expires or is terminated, TMO shall pay either $150,000 annually, or one-half the gross revenue, less the costs to execute the package (not including marketing and sales costs);
- The City shall facilitate the refinancing of the principal balance of the 2015 Installment

Purchase Agreement
- TMO shall pay 50% of the actual, final annual debt service
- TMO shall pay 100% of the actual, final debt service associated with any termination fee and costs of insurance
- TMO's payments are due thirty (30) days before the payment date of the refinancing 2015 IPA;

- The City shall facilitate the financing of an Installment Purchase Agreement in an amount not to exceed $1,250,000 to provide additional financing for stadium improvements;
- For 2020, TMO shall pay the $125,000 Additional Cash Payment according to the following schedule:
  - Payments spread over a ten (10) year period, beginning in 2021
  - Level, semi-annual principal and interest payments at 2.35%
  - Payments shall be made thirty (30) days before the principal and interest payment date;
- TMO shall preserve and present the City Finance Director and the Internal Auditor financial information contained in the Agreement;
- TMO shall provide to the City copies of any and all financial audits produced by and for TMO;
- Capital Improvement Payments shall be the following minimum and maximum amounts:

Year	Minimum	Maximum
2021	$0	$0
2022	$0	$0
2023	$37,500	$50,000
2024	$37,500	$50,000
2025	$50,000	$52,500
2026	$50,000	$55,000
2027	$50,000	$57,500
2028	$50,000	$60,000
2029	$50,000	$62,500
2030	$50,000	$65,000
2031	$50,000	$67,500
2032	$50,000	$70,000
2033	$50,000	$72,500
2034	$50,000	$75,000
2035	$50,000	$77,500
2036	$50,000	$80,000
2037	$50,000	$82,500
2038	$50,000	$85,000

BE IT FINALLY RESOLVED, that the Mayor, on behalf of the City, is hereby authorized to sign and execute the Second Amendment to the Agreement, subject to its prior approval as to content and form by the City Attorney.

CITY OF LANSING
INTERNAL AUDITOR
124 W MICHIGAN AVE FL 10
LANSING MI 48933-1605
(517) 483-5158
Fax (517) 483-7630

DATE:	Friday, February 05, 2021
TO:	City Council
FROM:	Eric Brewer, Internal Auditor
RE:	Annual Analysis of the Comprehensive Annual Financial Report for Fiscal Year 2020

Background / Research / Additional Questions

Per City Charter, Article 3, Chapter 4, Section 2.4, "As soon as possible after the close of each fiscal year, the Internal Auditor shall provide an analysis of the financial position of the City. The report shall be a public record."

1. An electronic copy of the Comprehensive Annual Financial Report (CAFR) for fiscal year ended June 30, 2020, was downloaded from the State of Michigan website on January 19, 2021.
2. Research for analysis included here came from a review of the CAFR and the use of the One Solution accounting software and other sources as noted where appropriate for the Fiscal Year of 2019 and 2020.
3. Questions and comments related to this report may be forwarded to me by phone number above or via emails sent to Eric.Brewer@lansingmi.gov.

Hyperlink from Michigan Department of Treasury for CAFR FY 2020 – Electronic Version
https://treas-secure.state.mi.us/LAFDocSearch/tl41R01.aspx?&lu_id=1921&doc_yr=2020&doc_code=AUD

Purpose of Report

This report or analysis of Financial Position of the City is an examination of the elements or structure of the report submitted and/or interpretation of the Comprehensive Annual Financial Report for Year Ended June 30, 2020. In addition, the prior year Comprehensive Annual Financial Report was compared to the prior year Comprehensive Annual Financial Reports to get a better understanding of the City of Lansing Financial Position trend. This report is intended to be used as supportive in nature.

Executive Summary

After the review of the Comprehensive Annual Financial Report, it appears that the City of Lansing financial position is decreasing. This is based on the fact Comprehensive Annual Financial Reports for Government Wide Financial Statements showed a negative trend for revenues. In addition, Government Wide Financial Statements showed an increased trend in expenses from the prior Comprehensive Annual Financial Report. Because of the observed trends in revenues and expenses resulted in a decrease in Change of Net Position reported on the Government Wide Financial Statements. **See Charts: Government Wide – Revenues, Government Wide – Expenses, Government Wide – Change in Net Position.**

Consequently, looking at the Modified Fund Financial Statements (Short Term Perspective) or individual funds had mixed results with some positive and negative trends for Government Funds, Proprietary Funds, and Fiduciary Funds.

Government Funds category, the General Fund and the Nonmajor Gov Funds had a slight increases.
See Chart: Government Funds – Net Position.

Proprietary Funds and Including the Internal Service Fund for comparison purposes had a decreasing overall trend in Net Position. With increases in Internal Service Fund, Nonmajor Enterprise Funds, Sewage Disposal System Fund. Consequently, these were offset by a decrease in Municipal Parking System Fund. **See Chart: Proprietary Funds with Internal Service Fund – Net Position.**

Fiduciary Funds had a decreasing overall trend in Net Position. With increases in Retiree health Care VEBA, Employees' Money Purchase Pension Plan, Police and Fire Retirement System OPEB, Employees' Retirement System Pension. Consequently, these were offset by decreases in Police and Fire Retirement System and Employees' Retirement System Pension. **See Chart: Fiduciary Funds – Net Position.**

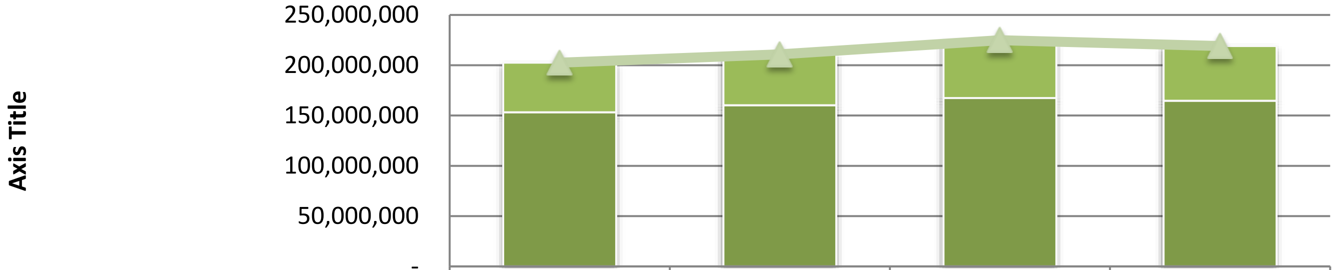
Component Units had a decreasing overall trend in Net Position. With decreases in Lansing Entertainment & Public Facilities Authority, Tax Increment Finance Authority, Brownfield Redevelopment Authority. **See Chart: Component Units – Net Position.**

The long-term financial basis is still a little unclear. This is because of the significant short term resources used and the long-term liabilities created from the Pension and Other Post-Employment Benefits (OPEB). This is one of the primary reasons why the Government Wide Financial Statements (Long Term Perspective) does not reflect as well in performance related to the Fund Financial Statements because of the inclusion of the net pension liability of $308,110,357 and the net other postemployment benefit liability of $521,516,213. These liabilities are reported within the Government Activities Liabilities, as required by Government Accounting Standards Board (GASB 68) and (GASB 75). **See Charts: Government Wide – Assets, Government Wide – Liabilities, Government Wide – Net Position, and Appendices P.**

Appendices of Importance

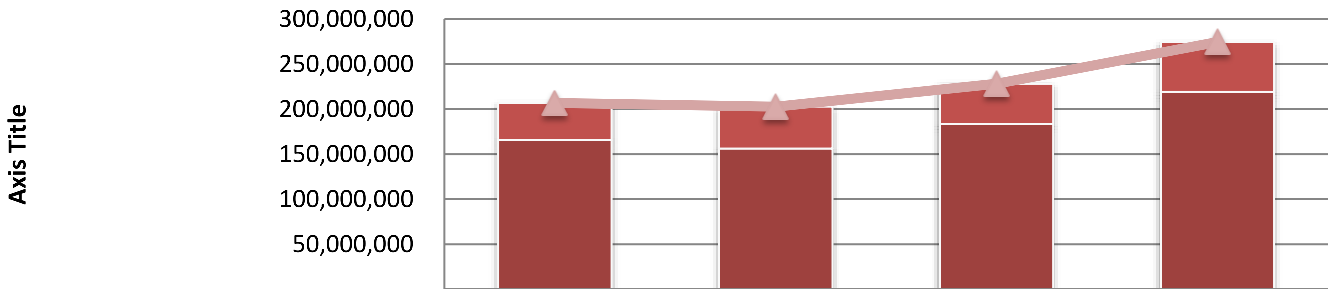
- **Appendices A** – Government Wide Financial Analysis – Assets, Liabilities, and Net Position
- **Appendices B** - Government Wide Financial Analysis - Revenues, Expenses, and Net Position
- **Appendices O** – Fund Balances to Government Wide Financial Statements

Government Wide Financials Revenues



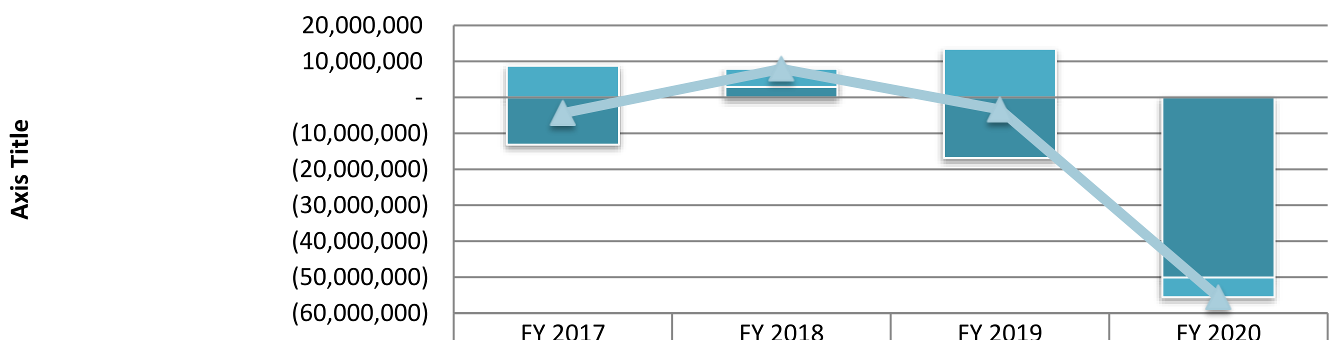
	FY 2017	FY 2018	FY 2019	FY 2020
Business-type Activities Revenues	49,380,885	50,530,654	57,564,974	54,423,208
Government Activities Revenues	153,146,662	160,231,879	167,323,820	164,723,935
Total Revenues	202,527,547	210,762,533	224,888,794	219,147,143

Government Wide Financials Expenses



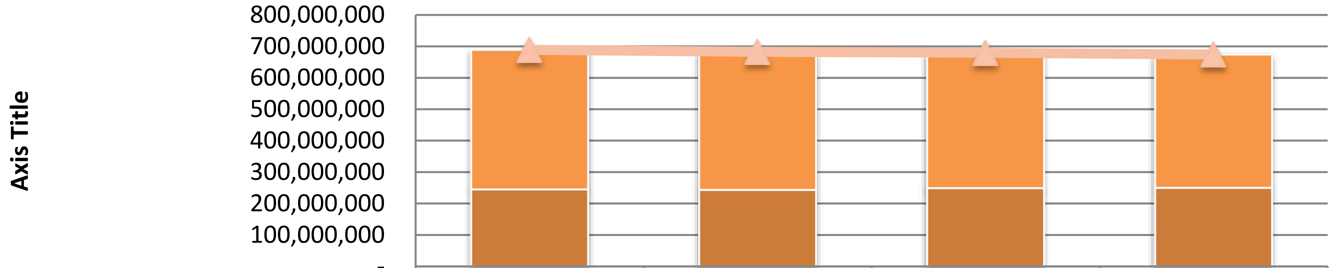
	FY 2017	FY 2018	FY 2019	FY 2020
Business-type Activities Expenses	41,334,397	46,408,880	44,662,721	55,212,021
Government Activities Expenses	165,584,514	156,424,325	183,595,317	219,496,127
Total Expenses	206,918,911	202,833,205	228,258,038	274,708,148

Government Wide Financials Change in Net Position



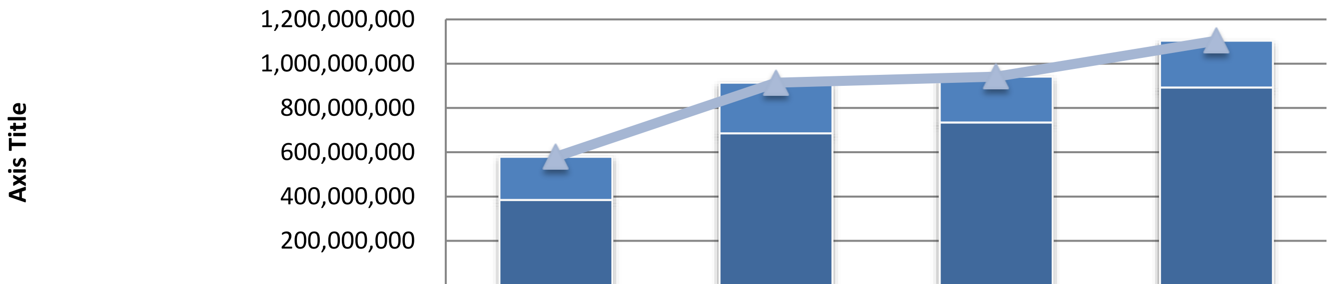
	FY 2017	FY 2018	FY 2019	FY 2020
Business-type Activities Change in Net Position	8,792,697	5,033,960	13,483,070	(5,480,708)
Government Activities Change in Net Position	(13,184,061)	2,895,368	(16,852,314)	(50,080,297)
Change in net Position	(4,391,364)	7,929,328	(3,369,244)	(55,561,005)

Government Wide Financials Assets



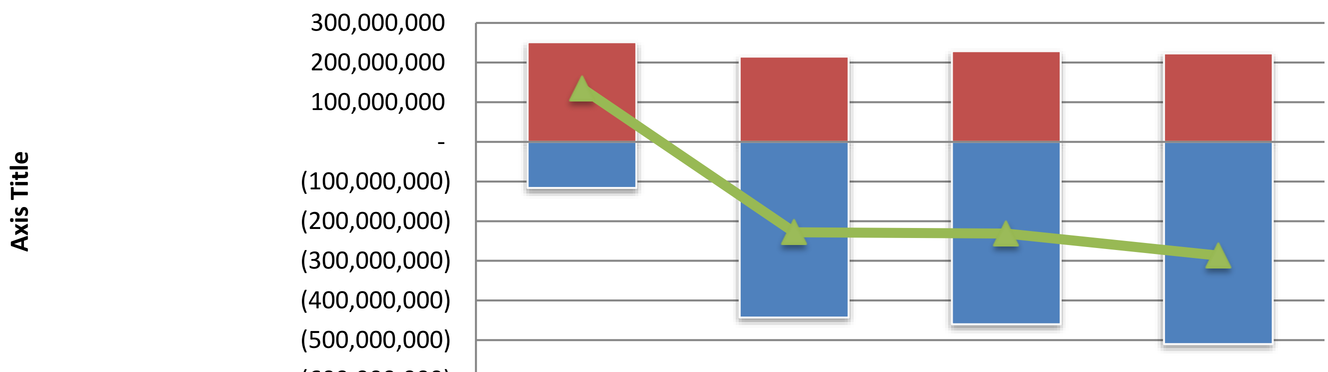
	FY 2017	FY 2018	FY 2019	FY 2020
Business-type Activities Assets	444,271,524	439,162,458	430,151,370	423,779,442
Government Activities Assets	244,750,526	243,336,260	249,298,919	250,232,351
Total Assets	689,022,050	682,498,718	679,450,289	674,011,793

Government Wide Financials Liabilities



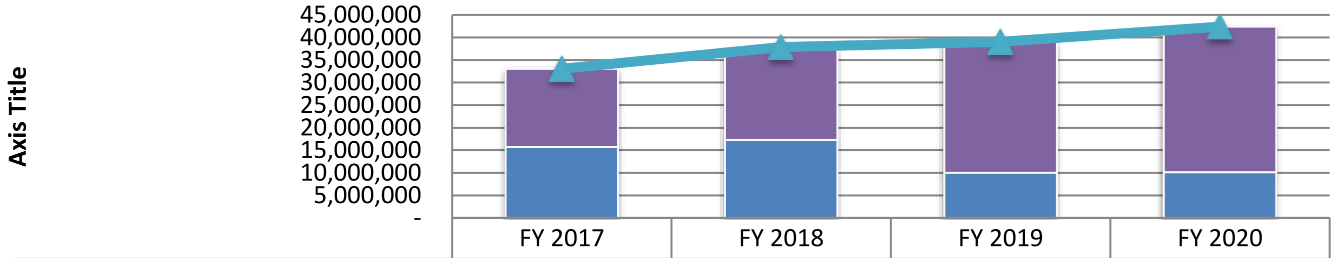
	FY 2017	FY 2018	FY 2019	FY 2020
Business-type Activities Liabilities	195,071,189	228,231,344	207,209,254	211,356,141
Government Activities Liabilities	384,214,832	685,591,703	734,247,637	892,398,661
Total Liabilities	579,286,021	913,823,047	941,456,891	1,103,754,802

Government Wide Financials Net Position



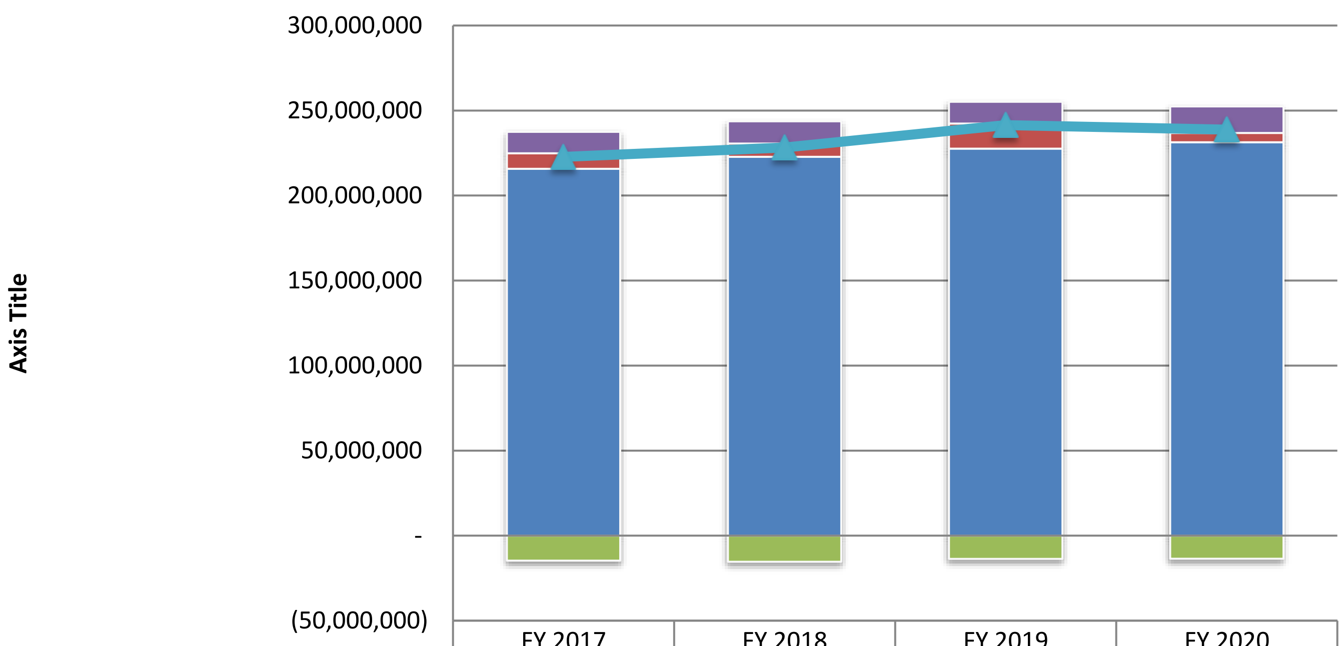
	FY 2017	FY 2018	FY 2019	FY 2020
Business-type Activities Net Position	251,395,862	215,159,221	228,642,291	223,161,583
Government Activities Net Position	(116,263,047)	(443,076,412)	(459,928,726)	(510,009,023)
Total net position	135,132,815	(227,917,191)	(231,286,435)	(286,847,440)

Governmental Funds - Net Position



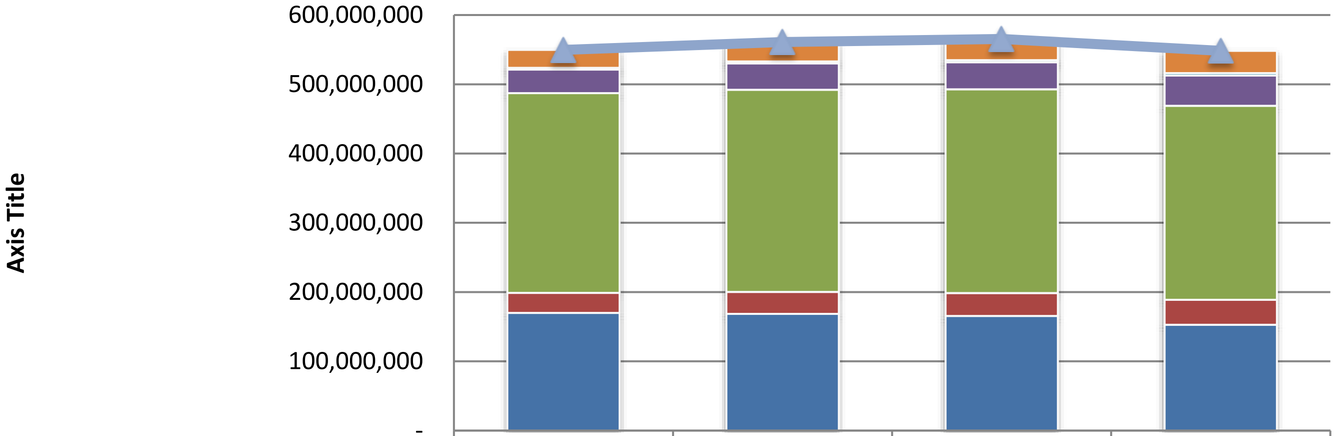
	FY 2017	FY 2018	FY 2019	FY 2020
Nonmajor Gov Funds Net Position	17,364,759	20,534,007	29,023,246	32,275,822
State and Federal Programs				
Other Capital Projects				
General Fund Net Position	15,697,266	17,326,512	10,031,490	10,121,010
Total Gov Funds Net Position	33,062,025	37,860,519	39,054,736	42,396,832

Proprietary Funds with Internal Service Fund - Net Position



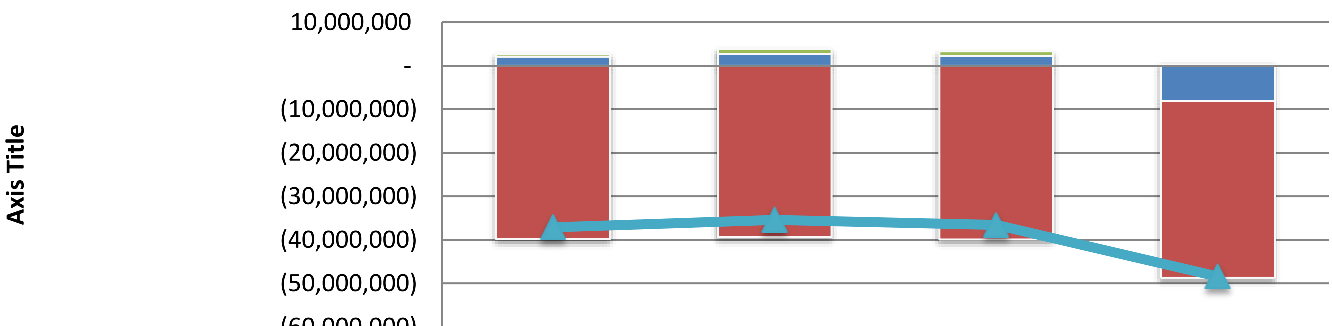
	FY 2017	FY 2018	FY 2019	FY 2020
Internal Service Fund	12,614,758	13,087,767	12,777,701	15,631,025
Nonmajor Enterprise Funds Net Position	(14,752,031)	(15,403,912)	(13,671,792)	(13,593,838)
Municipal Parking System Net Position	9,145,025	7,774,555	14,769,114	5,424,643
Sewage Disposal System Net Position	215,732,267	222,788,578	227,544,969	231,330,778
Total Proprietary Funds With Internal Service Fund Net Position	222,740,019	228,246,988	241,419,992	238,792,608

Fiduciary Funds - Net Position



	FY 2017	FY 2018	FY 2019	FY 2020
Retiree Health Care VEBA	25,918,194	28,131,781	30,535,790	32,209,959
Employees' Money Purchase Pension Plan	2,335,067	2,587,793	2,952,671	3,547,785
Police and Fire Retirement System OPEB	34,133,238	38,308,203	39,200,746	43,508,802
Police and Fire Retirement System	288,441,203	291,879,983	294,201,491	280,136,810
Employees' Retirement System OPEB	28,762,532	31,583,522	32,946,254	36,018,599
Employees' Retirement System Pension	169,965,440	168,558,816	165,585,569	152,888,463
Total Fiduciary Funds Net Position	549,555,674	561,050,098	565,422,521	548,310,418

Component Units - Net Position



	FY 2017	FY 2018	FY 2019	FY 2020
SmartZone	-	-	-	-
Lansing Entertainment & Public Facilities Authority	633,818	1,208,781	1,044,072	284,309
Tax Increment Finance Authority	(39,852,444)	(39,321,799)	(39,902,166)	(40,648,804)
Brownfield Redevelopment Authority	2,089,345	2,689,882	2,272,649	(8,067,035)
Total Component Units	(37,129,281)	(35,423,136)	(36,585,445)	(48,431,530)

Observations and/or Notes

1) **Independent Auditor – Manner Costerisan**
   a) **Independent Auditors' Report – CAFR FY2020 – Page 12**
      i) **Opinions**
         (1) …the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Lansing, Michigan, as of June 30, 2020…"
      ii) **Required Supplementary Information**
         (1) "Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison schedules, and the pension and OPEB schedules, as identified in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board…" Maner Costerisan expressed, "We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance." This is because this specific information is outside the scope of the audit conducted, per GAAP.
   b) **Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance And Other Matters…**
      i) **2020-001 MATERIAL JOURNAL ENTRIES PROPOSED BY AUDITORS – Page 2**
         (1) "Condition: Material journal entries for the proper recognition of various financial statement amounts within the City's accounting records were proposed by the auditors. In addition, we received several revisions to the City's trial balance (the final version coming in early December 2020), each of which contained material corrections to previous trial balances."
         (2) "Effect: The City's accounting records were initially misstated by amounts material to the financial statements. Necessary adjustments were brought to the attention of management and were subsequently recorded in the City's general ledger."
      ii) **2020-002 BANK RECONCILIATIONS – Page 2**
         (1) "Condition: Throughout the year, the City failed to complete bank reconciliations on a timely basis for most of its cash accounts. Several individual bank account reconciliations were not completed for the entire fiscal year until approximately four months after fiscal year end while audit fieldwork was ongoing. It was also noted that while the City has made improvements from prior years in this area, several accounts still had multiple old outstanding reconciling items present that had not yet been investigated and corrected by the City."
         (2) "Effect: As a result of this condition, all activities that have cash transactions have an increased risk that misstatements in the accounting records, whether caused by error or fraud, would not be detected and corrected on a timely basis."
      iii) **2020-003 PENSION AND OPEB ACTIVITY – Page 3 & 4**
         (1) "Condition: Actuarial valuations for the pension and other postemployment benefit (OPEB) plans, the GASB 67/68 related information for the defined benefit pension plans, and the GASB 74/75 related information for the other postemployment benefit plans were not completed until December 2020, and the related account balances were not adjusted until the end of audit fieldwork. Also, as of the completion of audit fieldwork, the City had not verified that pension census data and other information

provided to the Actuary were properly recorded by the Actuary. Also, it appeared the City may not be in full compliance with P.A. 202 of 2017 in regards to the length of time the Actuary has conducted the calculations without bidding of these services. We also attempted to verify the accuracy of the pension contributions (employer and employee) made to the respective plans during the year and we were unable to reconcile the amounts contributed back to any supporting data at the City and the contributions were only made annually to the plans. In addition, during our census data testing we noted that the census information for the retiree healthcare plans was contained in a manual spreadsheet that does not appear to be updated timely as we noted an instance where an employee was marked as active, but they no longer worked for the City and should have been shown as deferred. This same individual's entire file could not be located for us to perform other census testing on. Census data includes date of birth, date of hire, separation date, retirement date, service credits, final average salary, benefit multiplier, pensionable wages, accumulated employee contributions, and benefits selected. Finally, we noted that there was no documentation of an independent review over pension and OPEB benefit calculations after they are calculated by the Pension Office."

(2) "Effect: Without proper internal control procedures and related policies related to the pension and OPEB activity, there is a risk that material misstatements of the financial statements would go undetected."

iv) 2020-004 RECONCILIATION OF CERTAIN REVENUE TRANSACTIONS – Page 4

(1) "Condition: During our analysis of water utility revenues that the Lansing BWL processes for the City, it was determined that BWL handles all aspects of water utility billings and collections and provides the City with "equity payments" for a portion of this activity. We were unable to verify the procedures performed by the City to reconcile and verify the accuracy of the amounts remitted to the City by BWL."

(2) "Effect: The City is susceptible to the potential of inappropriate transactions occurring or there being material misstatements to financial data as the internal controls and segregation of duties in these areas appear to not be sufficient."

v) 2020-005 RECONCILIATIONS OF ASSET AND LIABILITY ACCOUNTS – Page 5

(1) "Condition: We noted the City did not reconcile various material liability accounts to supporting documentation on a monthly basis and adjust the general ledger as needed. We also determined that the City had not recorded the assets and liabilities for certain activities under the control of the City in the general ledger."

(2) "Effect: The City general ledger was incomplete prior to auditor proposed journal entries. There is a potential for material misstatement when material accounts are excluded from the general ledger or are not reconciled to supporting documentation on a periodic basis."

vi) 2020-006 WRITTEN PROCEDURES AND POLICIES – Page 6

(1) "Condition: We noted that the City has not formally adopted certain written procedures and policies for the following areas: business continuation, electronic funds transfer, compensated absences, fund balance, debt management, and receivables/allowances."

(2) "Effect: By not having a business continuation plan in place, the City has no formal plan in place if critical business processes were interrupted. Also, by not having an electronic fund transfer policy in place the City is not in compliance with Public Act 738 of 2002 that requires local units of government that utilize electronic transactions to adopt a written resolution. Finally, by not having policies that relate to debt management, compensated absences, receivables/allowances, and fund balance, all key and material financial areas of the City, there are no formal expectations set for employees by City management."

vii) **2020-007 PAYROLL PROCESS – Page 7**

(1) "Condition: The City currently has procedures in place to ensure that employees are being paid at the correct rate and for the actual number of hours worked, but much of the data entry of this process is manual and payroll can be submitted and paid before applicable department management reviews and approves their departmental staff payroll data. While no inappropriate transactions were noted during our testing of the payroll process, this is a systemic issue."

(2) "Effect: Unauthorized amounts could be disbursed either as a result of an error or fraud and those transactions could go undetected by management until "after the fact"."

viii) **2020-008 UNFAVORABLE BUDGET VARIANCES – Page 8**

(1) "Condition: We noted that expenditures had exceeded the amounts appropriated for various areas of the General Fund and one Special Revenue Fund."

(2) "Effect: Having unfavorable budget variances as described above, the City is not in compliance with Public Act 621 of 1978, as amended."

2) Management Discussion and Analysis

a) Government Wide Financials – Appendices A & B

i) Revenues

(1) Total revenues for Government and Business-type Activities decreased by 2.55% or $5,741,651 from the prior fiscal year.

(2) Total revenues for Government Activities decreased by 1.55% or $2,599,885 from the prior fiscal year.

(3) Total revenues for Business-type Activities decreased by 5.46% or $3,141,766 from the prior fiscal year.

ii) Expenses

(1) Total expenses for Government and Business-type Activities increased by 20.35% or $46,450,110.

(2) Total expenses for Government Activities increased by 19.55% or $35,900,810 from the prior fiscal year.

(3) Total expenses for Business-type Activities increased by 23.62% or $10,549,300 from the prior fiscal year.

iii) Assets

(1) Total assets for Government and Business-type Activities decreased by 0.80% or $5,438.496.

(2) Total assets for Government Activities increased by 0.37% or $933,432 from the prior fiscal year.

(3) Total assets for Business-type Activities decreased by 1.48% or $6,371,928 from the prior fiscal year.

iv) Liabilities

(1) Total liabilities for Government and Business-type Activities increased by 17.24% or $162,297,911.

(2) Total liabilities for Government Activities increased by 21.54% or $158,151,024 from the prior fiscal year.

(3) Total liabilities for Business-type Activities increased by 2.00% or $4,146,887 from the prior fiscal year.

v) Deferred inflows or resources

(1) Total Deferred inflows of resources for Government and Business-type Activities increased by 9.40% or $1,801,409.

(2) Total Deferred inflows of resources for Government Activities decreased by 4.89% or $919,377 from the prior fiscal year.

(3) Total Deferred inflows of resources for Business-type Activities increased by 724.72% or $2,720,786 from the prior fiscal year.

vi) Net Position

(1) Total Net Position for Government and Business-type Activities decreased by 24.02% or $55,561,005.

(2) Total Net Position for Government Activities decreased by 10.89% or $50,080,297 from the prior fiscal year.

(3) Total Net Position for Business-type Activities decreased by 2.40% or $5,480,708 from the prior fiscal year.

3) Government Funds

a) General Fund – Appendices C & D & E

i) Revenues

(1) General Fund revenues increased by 2.51% or $3,284,150 from the prior fiscal year.

ii) Expenditures

(1) General Fund total expenditures for the General Fund decreased -1.21% or $1,599,664 from the prior fiscal year.

(a) **General Government Expenses**

(i) General Fund total general government expenses decreased by 16.77% or $4,028,210 from the prior fiscal year. This was primary due to decreases in the Attorney's office of 35.37% or $1,125,569 and Finance by 36.10% or 3,022,721 from the prior fiscal year.

(b) **Public Safety Expenses**

(i) General Fund public safety expenses increased by 3.16% or $2,423,742 from the prior fiscal year. This was primary due to an increase in Police of 2.81% $1,203,077 and Fire of 3.60% or $1,220,665 from the prior fiscal year.

(c) **Public Works Expenses**

(i) General Fund public works expenses increased by 4.04% or $469,651 from the prior fiscal year.

(d) **Recreation and Culture Expenses**

(i) General Fund recreation and culture expenses decreased by 8.83% or $718,317 from the prior fiscal year.

(e) **Other Functions Expenses**

(i) General Fund other functions expenses increased by 1.55% or $142,090 from the prior fiscal year. This was primary due to increase in Neighborhood and community engagement of 23.43% or $190,973 and Human relations/community services of 9.70% or $144,938 from the prior fiscal year.

(f) **Debt Service**

(i) General Fund debt service expenses increased by 4.83% or $111,380 from the prior fiscal year.

iii) Other financing sources (uses)

(1) Total Governmental Funds Other financing sources (uses) General Fund increased by 44.51% or 2,500,728 from the prior fiscal year.

iv) Net Change in fund balance

(1) Net Change in fund balance for Governmental Funds General Fund increased by -101.23% or $7,384,542 from the prior fiscal year.

b) Non Major Governmental Funds – Appendices F

i) Revenues

(1) Non Major Governmental Revenues decreased by 13.71% or $4,926,673 from the prior fiscal year. This was primary due to the decreases from Intergovernmental of 7.12% or

$1,934,297 and Charges for Services of 23.80% or $1,478,269 from the prior fiscal year.

- **ii) Expenses**
  - (1) Non Major Governmental Expenses increase by 1.76% or $601,321 from the prior fiscal year. This was primary due to the increase in Capital outlay of 64.48% or $3,093,718 from the prior fiscal year.
- **iii) Other financing sources (uses)**
  - (1) Non Major Governmental Other financing sources increased by 4.36% or $291,331 from the prior fiscal year.
- **iv) Net Change in fund balance**
  - (1) Net Change in fund balance from Non Major Governmental Funds decreased by 61.69% or $5,236,663 from the prior fiscal year.

4) Proprietary Funds

- **a) Sewage Disposal System – Appendices G**
  - **i) Operating Revenues**
    - (1) Sewage Disposal System operating revenues decreased by 2.19% or $784,227 from the prior fiscal year.
  - **ii) Operating Expenses**
    - (1) Sewage Disposal System operating expenses increased by 3.24% or $946,447 from the prior fiscal year.
  - **iii) Nonoperating revenues (expenses)**
    - (1) Nonoperating revenue (expenses) increased by 110.87% or $2,010,092 from the prior fiscal year.
  - **iv) Change in Net Position**
    - (1) Change in Net Position for Sewage Disposal System decreased by 20.41% or $970,582 from the prior fiscal year.
- **b) Municipal Parking System – Appendices H**
  - **i) Operating Revenues**
    - (1) Municipal Parking System operating revenues decreased by 26.25% or $2,210,476 from the prior fiscal year.
  - **ii) Operating Expenses**
    - (1) Municipal Parking System operating expenses increased by 128.51% or $6,383,749 from the prior fiscal year.
  - **iii) Nonoperating revenue (expenses)**
    - (1) Municipal Parking System Nonoperating revenue (expenses) decreased by 100.05% or $3,541,910 from the prior fiscal year.
  - **iv) Change in Net Position**
    - (1) Change in Net Position for Municipal Parking System decreased by 233.60% or $16,339,030 from the prior fiscal year.
- **c) Nonmajor Enterprise Funds – Appendices I**
  - **i) Operating Revenues**
    - (1) Nonmajor Enterprise Funds operating revenues increased by 4.74% or $319,371 from the prior fiscal year.
  - **ii) Operating Expenses**
    - (1) Nonmajor Enterprise Funds operating expenses increased by 82.58% or $4,468,900 from the prior fiscal year.
  - **iii) Nonoperating revenue (expenses)**
    - (1) Nonmajor Enterprise Funds Nonoperating revenue (expenses) increased by 1299.89% or $2,315,180 from the prior fiscal year.

iv) Change in Net Position

(1) Change in Net Position for Nonmajor Enterprise Funds decreased by 95.50% or $1,654,166 from the prior fiscal year.

d) Internal Service Funds – Appendices J

i) Operating Revenues

(1) Internal Service Funds operating revenues increased by 1.41% or $1,205,736 from the prior fiscal year.

ii) Operating Expenses

(1) Internal Service Funds operating expenses decreased by 1.24% or $1,064,849 from the prior fiscal year. This was primarily a result of a decrease in Purchase of goods and services by 1.17% or $875,154 from the prior fiscal year.

iii) Nonoperating revenue (expenses)

(1) Internal Service Funds nonoperating revenue (expenses) decreased by 33.94% or $37,195 from the prior fiscal year.

iv) Change in Net Position

(1) Change in Net Position for Internal Service Funds increased by 1020.23% or $3,163,390 from the prior fiscal year.

5) Fiduciary Funds - Appendices K

a) Pension and Other Postemployment Benefits Trust Funds

i) Additions

(1) Fiduciary Funds total additions decreased by 22.13% or $18,715,547 from the prior fiscal year. This was primarily a result of a decrease in Net depreciation in fair value of investments of 68.17% or $20,820,048 from the prior fiscal year.

ii) Deductions

(1) Fiduciary Funds total deductions increased by 3.45% or $2,768,979 from the prior fiscal year. This was primarily a result of an increase in Participant benefits by 3.48% or $2,747,804 from the prior year.

iii) Change in Net Position

(1) Change in Net Position for Fiduciary Funds decreased by 491.36% or $21,484,526 from the prior fiscal year.

6) Component Units

a) Brownfield Redevelopment Authority – Appendices L

i) Expenses

(1) Brownfield Redevelopment Authority total expenses increased by 260.13% or $11,057,907 from the prior fiscal year.

ii) Program Revenues

(1) Brownfield Redevelopment Authority program revenues increased by 50.73% or $395,116 from the prior fiscal year.

iii) General Revenues

(1) Brownfield Redevelopment Authority general revenues increased by 24.24% or $740,340 from the prior fiscal year.

iv) Change in Net Position

(1) Change in Net Position for Brownfield Redevelopment Authority decreased by 2378.16% or $9,922,451 from the prior fiscal year.

b) Tax Increment Finance Authority – Appendices M

i) Expenses

(1) Tax Increment Finance Authority total expenses increased by 18.68% or $670,729 from the prior fiscal year.

ii) General Revenues

(1) Tax Increment Finance Authority general revenues increased by 16.76% or $504,458 from the prior fiscal year.

iii) Change in Net Position

(1) Change in Net Position for Tax Increment Finance Authority decreased by 28.65% or $166,271 from the prior fiscal year.

c) Lansing Entertainment & Public Facilities – Appendices N

i) Expenses

(1) Lansing Entertainment & Public Facilities total expenses decreased by 14.37% or $1,531,668 from the prior fiscal year.

ii) Program Revenues

(1) Lansing Entertainment & Public Facilities program revenues decreased by 20.82% or $2,104,539 from the prior fiscal year.

iii) General Revenues

(1) Lansing Entertainment & Public Facilities general revenues decreased by 5.74% or $22,183 from the prior fiscal year.

iv) Change in Net Position

(1) Change in Net Position for Lansing Entertainment & Public Facilities decreased by 361.28% or $595,054 from the prior fiscal year.

7) Differences between Fund Balances to Government Wide Financial Statements

a) Fund Balances to Government Wide Financial Statements – **Appendices O**

b) Reconciliation Fund Balances to Net Position of Government Activities – **Appendices P**

c) Reconciliation Net Changes in Governmental Funds to Change in Net Position of Government Funds to Change in Net Position of Governmental Activities – **Appendices Q**

8) Report Chart Data

a) Source Chart Data Used in Report - **Appendices R**

Appendices A - Government Wide Financial Analysis - Assets, Liabilities, and Net Position

	Source - Management Discussion and Analysis - CAFR FY 2020 Page 19											
	Government Activities				Business-type Activities				Total			
	2020	2019	Difference	Percent Change	2020	2019	Difference	Percent Change	2020	2019	Difference	Percent Change
Current and other assets	77,214,265	70,031,080	7,183,185	10.26%	90,715,087	91,700,607	(985,520)	-1.07%	167,929,352	161,731,687	6,197,665	3.83%
Capital assets, net	173,018,086	179,267,839	(6,249,753)	-3.49%	333,064,355	338,450,763	(5,386,408)	-1.59%	506,082,441	517,718,602	(11,636,161)	-2.25%
Total assets	250,232,351	249,298,919	933,432	0.37%	423,779,442	430,151,370	(6,371,928)	-1.48%	674,011,793	679,450,289	(5,438,496)	-0.80%
Deferred outflows of resources	150,024,374	43,806,456	106,217,918	242.47%	13,834,495	6,075,602	7,758,893	127.71%	163,858,869	49,882,058	113,976,811	228.49%
Current liabilities	27,499,946	26,104,917	1,395,029	5.34%	19,727,392	18,806,144	921,248	4.90%	47,227,338	44,911,061	2,316,277	5.16%
Noncurrent liabilities	864,898,715	708,142,720	156,755,995	22.14%	191,628,749	188,403,110	3,225,639	1.71%	1,056,527,464	896,545,830	159,981,634	17.84%
Total liabilities	892,398,661	734,247,637	158,151,024	21.54%	211,356,141	207,209,254	4,146,887	2.00%	1,103,754,802	941,456,891	162,297,911	17.24%
							-					
Deferred inflows of resources	17,867,087	18,786,464	(919,377)	-4.89%	3,096,213	375,427	2,720,786	724.72%	20,963,300	19,161,891	1,801,409	9.40%
Net position												
Net investment in capital assets	143,583,186	146,153,309	(2,570,123)	-1.76%	234,126,397	233,988,263	138,134	0.06%	377,709,583	380,141,572	(2,431,989)	-0.64%
Restricted	20,495,617	23,505,738	(3,010,121)	-12.81%	2,432,963	1,953,175	479,788	24.56%	22,928,580	25,458,913	(2,530,333)	-9.94%
Unrestricted	(674,087,826)	(629,587,773)	(44,500,053)	-7.07%	(13,397,777)	(7,299,147)	(6,098,630)	-83.55%	(687,485,603)	(636,886,920)	(50,598,683)	-7.94%
Total net position	(510,009,023)	(459,928,726)	(50,080,297)	-10.89%	223,161,583	228,642,291	(5,480,708)	-2.40%	(286,847,440)	(231,286,435)	(55,561,005)	-24.02%

Appendices B - Government Wide Financial Analysis - Revenues, Expenses, and Net Position

	Source - Management's Discussion and Analysis - CAFR FY 2020 Page 20											
	Government Activities				Business-type Activities				Total			
	2020	2019	Difference	Percent Change	2020	2019	Difference	Percent Change	2020	2019	Difference	Percent Change
Program revenues												
Charges for services	13,962,385	15,573,751	(1,611,366)	-10.35%	48,240,725	50,916,057	(2,675,332)	-5.25%	62,203,110	66,489,808	(4,286,698)	-6.45%
Operating grants	28,534,469	29,663,253	(1,128,784)	-3.81%	2,000,000	6,648,917	(4,648,917)	-69.92%	30,534,469	36,312,170	(5,777,701)	-15.91%
Capital grants	285,075	3,313,872	(3,028,797)	-91.40%	-	-	-	NA	285,075	3,313,872	(3,028,797)	-91.40%
General revenues												
Taxes	79,114,435	78,714,366	400,069	0.51%	-	-	-	NA	79,114,435	78,714,366	400,069	0.51%
State shared revenues - unrestricted	14,386,936	15,178,768	(791,832)	-5.22%	-	-	-	NA	14,386,936	15,178,768	(791,832)	-5.22%
Other	28,440,635	24,879,810	3,560,825	14.31%	4,182,483	-	4,182,483	NA	32,623,118	24,879,810	7,743,308	31.12%
Total revenues	164,723,935	167,323,820	(2,599,885)	-1.55%	54,423,208	57,564,974	(3,141,766)	-5.46%	219,147,143	224,888,794	(5,741,651)	-2.55%
Expenses												
General government	30,400,643	26,679,840	3,720,803	13.95%	-	-	-	NA	30,400,643	26,679,840	3,720,803	13.95%
Public safety	121,102,641	97,391,612	23,711,029	24.35%	-	-	-	NA	121,102,641	97,391,612	23,711,029	24.35%
Public works	35,288,254	29,644,398	5,643,856	19.04%	-	-	-	NA	35,288,254	29,644,398	5,643,856	19.04%
Recreation and culture	11,238,934	7,650,889	3,588,045	46.90%	-	-	-	NA	11,238,934	7,650,889	3,588,045	46.90%
Community development	20,731,730	21,046,090	(314,360)	-1.49%	-	-	-	NA	20,731,730	21,046,090	(314,360)	-1.49%
Interest on long-term debt	733,925	1,182,488	(448,563)	-37.93%	-	-	-	NA	733,925	1,182,488	(448,563)	-37.93%
Sewage disposal system	-	-	-	NA	32,605,664	31,939,976	665,688	2.08%	32,605,664	31,939,976	665,688	2.08%
Municipal parking system	-	-	-	NA	12,716,606	7,081,998	5,634,608	79.56%	12,716,606	7,081,998	5,634,608	79.56%
Cemetery	-	-	-	NA	1,652,255	470,220	1,182,035	251.38%	1,652,255	470,220	1,182,035	251.38%
Golf	-	-	-	NA	229,467	278,501	(49,034)	-17.61%	229,467	278,501	(49,034)	-17.61%
Garbage and rubbish collection	-	-	-	NA	2,431,066	1,035,262	1,395,804	134.83%	2,431,066	1,035,262	1,395,804	134.83%
Recycling	-	-	-	NA	5,576,963	3,856,764	1,720,199	44.60%	5,576,963	3,856,764	1,720,199	44.60%
Total expenses	219,496,127	183,595,317	35,900,810	19.55%	55,212,021	44,662,721	10,549,300	23.62%	274,708,148	228,258,038	46,450,110	20.35%
Change in net position, before transfers	(54,772,192)	(16,271,497)	(38,500,695)	-236.61%	(788,813)	12,902,253	(13,691,066)	-106.11%	(55,561,005)	(3,369,244)	(52,191,761)	-1549.06%
Transfers	4,691,895	(580,817)	5,272,712	907.81%	(4,691,895)	580,817	(5,272,712)	-907.81%	-	-	-	
Change in net position	(50,080,297)	(16,852,314)	(33,227,983)	-197.17%	(5,480,708)	13,483,070	(18,963,778)	-140.65%	(55,561,005)	(3,369,244)	(52,191,761)	-1549.06%
Net Position Beginning of year,	(459,928,726)	(443,076,412)	(16,852,314)	-3.80%	228,642,291	215,159,221	13,483,070	6.27%	(231,286,435)	(227,917,191)	(3,369,244)	-1.48%
End of year	(510,009,023)	(459,928,726)	(50,080,297)	-10.89%	223,161,583	228,642,291	(5,480,708)	-2.40%	(286,847,440)	(231,286,435)	(55,561,005)	-24.02%

Appendices C - General Fund - Revenues, Expenditures, and Net Change

	Source - Government Funds			
	CAFR FY 2020 Page 38	CAFR FY 2019 Page 38	CAFR FY 2018 Comparison	
Revenues	General Fund	General Fund	Difference	Percent Change
Property taxes	41,305,799	40,594,678	711,121	1.75%
Income taxes	37,438,724	37,021,436	417,288	1.13%
Licenses and permits	2,427,866	1,399,881	1,027,985	73.43%
Intergovernmental	18,917,630	18,402,995	514,635	2.80%
Charges for services	8,315,878	9,024,331	(708,453)	-7.85%
Fines and forfeits	1,537,865	2,050,717	(512,852)	-25.01%
Interest and rents	648,722	226,344	422,378	186.61%
Contributions –	NA	21,255,032	NA	NA
Other revenues	23,054,531	387,451	NA	NA
Total Revenues	133,647,015	130,362,865	3,284,150	2.51924%
Expenditures				
Current expenditures:				
General Government	19,998,919	24,027,129	(4,028,210)	-16.77%
Public safety	79,199,511	76,775,769	2,423,742	3.16%
Public works	12,085,207	11,615,556	469,651	4.04%
Highway and streets	-	-	-	NA
Recreation and culture	7,420,052	8,138,369	(718,317)	-8.83%
Community development	9,317,141	9,175,051	142,090	1.55%
Other functions	-	-	-	NA
Debt service:				
Principal	2,018,657	1,859,052	159,605	8.59%
Interest	400,520	448,745	(48,225)	-10.75%
Capital outlay	-	-	-	NA
Total expenditures	130,440,007	132,039,671	(1,599,664)	-1.21%
Other financing sources (uses)				
Transfers in	2,670,895	100,000	2,570,895	2570.90%
Transfers out	(5,854,471)	(5,718,216)	(136,255)	-2.38%
Proceeds from sales of capital assets	66,088	-	66,088	NA
Issuance of long-term debt	-	-	-	NA
Issuance of long-term refunding debt	-	-	-	NA
Bond premium	-	-	-	NA
Payment to refunded bond escrow agent	-	-	-	NA
Total other financing sources (uses)	(3,117,488)	(5,618,216)	2,500,728	44.51%
Net Change in fund balances	89,520	(7,295,022)	7,384,542	101.23%

Appendices D - General Fund - Revenues

	Source - Budget and Actual - General Fund						
	CAFR FY 2020 Page 120				CAFR FY 2019 Comparison Page 40		
	Original Budget	Final Budget	Actual	Actual Over (Under) Final Budget	Actual	Diff Prior FY Actual	Percent Change
Revenues							
Property taxes	42,875,000	43,360,000	41,305,799	(2,054,201)	40,594,678	711,121	1.75%
Income taxes	39,400,000	36,500,000	37,438,724	938,724	37,021,436	417,288	1.13%
Licenses and permits	1,877,500	2,029,000	2,427,866	398,866	1,399,881	1,027,985	73.43%
Intergovernmental	19,657,000	19,147,000	18,917,630	(229,370)	18,402,995	514,635	2.80%
Charges for services	10,168,300	8,321,800	8,315,878	(5,922)	9,024,331	(708,453)	-7.85%
Fines and forfeits	2,149,200	1,349,200	1,537,865	188,665	2,050,717	(512,852)	-25.01%
Interest and rents	415,000	215,000	648,722	433,722	226,344	422,378	186.61%
Contributions –	NA	NA	NA	NA	21,255,032	NA	NA
Other revenues	23,398,000	23,198,000	23,054,531	(143,469)	387,451	22,667,080	5850.31%
Total Revenues	**139,940,000**	**134,120,000**	**133,647,015**	**(472,985)**	**130,362,865**	**24,539,182**	**18.82%**

Appendices E - General Fund - Expenditures

	Source - Budget and Actual - General Fund							
	CAFR FY 2020 Page 120					CAFR FY 2019 Comparison Page 40-41		
	Original Budget	Final Budget	Actual	Actual Over (Under) Final Budget		Actual	Diff Prior FY Actual	Percent Change
Expenditures								
Attorney's office	2,183,000	2,060,883	2,056,295	(4,588)		3,181,864	(1,125,569)	-35.37%
City clerk	1,404,000	1,482,186	1,475,995	(6,191)		1,356,153	119,842	8.84%
Council	730,000	711,977	702,555	(9,422)		695,984	6,571	0.94%
Courts	6,516,952	6,216,952	6,068,157	(148,795)		6,275,406	(207,249)	-3.30%
Internal audit	196,000	161,000	155,282	(5,718)		192,655	(37,373)	-19.40%
Finance	4,987,048	5,303,503	5,350,704	47,201		8,373,425	(3,022,721)	-36.10%
Library rental	150,000	145,000	172,900	27,900		151,846	21,054	13.87%
Human resources	2,227,000	2,191,627	2,277,278	85,651		2,121,102	156,176	7.36%
Mayor	1,287,000	1,286,335	1,326,159	39,824		1,256,114	70,045	5.58%
Office of community media	478,000	478,000	413,594	(64,406)		422,580	(8,986)	-2.13%
Budgetary savings from attrition	NA	NA	NA	NA		NA	NA	NA
Total general government	**20,159,000**	**20,037,463**	**19,998,919**	**(38,544)**		**24,027,129**	**(4,028,210)**	**-16.77%**
Public safety:								
Police	44,885,000	45,170,051	44,035,657	(1,134,394)		42,832,580	1,203,077	2.81%
Fire	36,066,000	36,300,309	35,163,854	(1,136,455)		33,943,189	1,220,665	3.60%
Total public safety	**80,951,000**	**81,470,360**	**79,199,511**	**(2,270,849)**		**76,775,769**	**2,423,742**	**3.16%**
Public works	**12,173,000**	**12,162,686**	**12,085,207**	**(77,479)**		**11,615,556**	**469,651**	**4.04%**
Recreation and culture	**8,818,000**	**8,371,761**	**7,420,052**	**(951,709)**		**8,138,369**	**(718,317)**	**-8.83%**
Other Functions:								
Economic development and planning	5,762,000	5,284,319	5,132,691	(151,628)		4,918,772	213,919	4.35%
Neighborhood and community engagement	1,166,000	1,141,000	1,006,145	(134,855)		815,172	190,973	23.43%
Human relations / community services	1,658,000	1,656,911	1,638,492	(18,419)		1,493,554	144,938	9.70%
Human services / community support	2,044,000	1,987,500	1,539,813	(447,687)		1,947,553	(407,740)	-20.94%
Total other functions	**10,630,000**	**10,069,730**	**9,317,141**	**(752,589)**		**9,175,051**	**142,090**	**1.55%**
Debt service:								
Principal	2,018,700	1,180,000	2,018,657	838,657		1,859,052	159,605	8.59%
Interest	402,300	85,000	400,520	315,520		448,745	(48,225)	-10.75%
Total debt service	**2,421,000**	**1,265,000**	**2,419,177**	**1,154,177**		**2,307,797**	**111,380**	**4.83%**
Capital outlay	**-**	**-**	**-**	**-**		**-**	**-**	**NA**
Total expenditures	**135,152,000**	**133,377,000**	**130,440,007**	**(2,936,993)**		**132,039,671**	**(1,599,664)**	**-1.21%**

Appendices F - Nonmajor Governmental Funds - Revenues, Expenditures, and Net Change

	Source - Government Funds			
	CAFR FY 2020 Page 38	CAFR FY 2019 Page 38	CAFR FY 2019 Comparison	
	Nonmajor Governmental Funds	Nonmajor Governmental Funds	Difference	Percent Change
Revenues				
Taxes and special assessments	403,221	1,137,967	(734,746)	-64.57%
Income taxes	-	-	-	NA
Licenses and permits	-	-	-	NA
Intergovernmental	25,248,860	27,183,157	(1,934,297)	-7.12%
Charges for services	4,733,056	6,211,325	(1,478,269)	-23.80%
Fines and forfeits	51,868	256,273	(204,405)	-79.76%
Interest and rents	262,732	405,468	(142,736)	-35.20%
Contributions –	NA	12,500	NA	NA
Other revenues	316,775	736,495	(419,720)	-56.99%
Total Revenues	31,016,512	35,943,185	(4,926,673)	-13.71%
Expenditures				
Current expenditures:				
General Government	3,112,357	3,313,802	(201,445)	-6.08%
Public safety	1,663,648	1,883,913	(220,265)	-11.69%
Public works	283,500	17,339	266,161	NA
Highway and streets	10,711,027	11,984,896	(1,273,869)	-10.63%
recreation and culture	-	-	-	NA
Community development	9,381,917	10,260,226	(878,309)	-8.56%
Debt service:				
Principal	1,268,048	1,324,543	(56,495)	-4.27%
Interest	423,387	551,562	(128,175)	-23.24%
Capital outlay	7,891,788	4,798,070	3,093,718	64.48%
Total expenditures	34,735,672	34,134,351	601,321	1.76%
Other financing sources (uses)				
Transfers in	14,309,616	8,649,296	5,660,320	65.44%
Transfers out	(7,364,145)	(3,611,897)	(3,752,248)	-103.89%
Proceeds on sale of capital assets	26,265	1,665,000	(1,638,735)	NA
Issuance of long-term debt	NA	6,938,699	NA	NA
Bond premium	NA	780,670	NA	NA
Payment to refunded bond escrow agent	NA	(7,741,363)	NA	NA
Total other financing sources (uses)	6,971,736	6,680,405	291,331	4.36%
Net Change in fund balances	3,252,576	8,489,239	(5,236,663)	-61.69%

Appendices G - Sewage Disposal Systems - Revenues, Expenses, and Change Net Position

	Source - Proprietary Funds			
	CAFR FY 2020 Page 43	CAFR FY 2019 Page 45	CAFR FY 2019 Comparison	
	Sewage Disposal System	Sewage Disposal System	Difference	Percent Change
Operating revenues				
Charges for services	34,968,585	35,752,812	(784,227)	-2.19%
Operating expenses				
Personal services	7,099,819	8,371,242	(1,271,423)	-15.19%
Purchase of goods and services	12,468,642	10,216,365	2,252,277	22.05%
Depreciation	10,561,371	10,595,778	(34,407)	-0.32%
Total operating expenses	30,129,832	29,183,385	946,447	3.24%
Operating income (loss)	4,838,753	6,569,427	(1,730,674)	-26.34%
Nonoperating revenues (expenses)				
Intergovernmental	2,000,000	NA	NA	NA
Interest revenue	672,888	943,555	(270,667)	-28.69%
Gain on sale of capital assets	-	-	-	NA
Interest expense and fees	(2,475,832)	(2,756,591)	280,759	10.19%
Capital contribution to others	-	-	-	NA
Total nonoperating revenue (expenses)	197,056	(1,813,036)	2,010,092	110.87%
Income (loss) before transfers	5,035,809	4,756,391	279,418	5.87%
Transfers				
Capital contributions	-	-	-	NA
Transfers in	-	-	-	NA
Transfers out	(1,250,000)	-	(1,250,000)	NA
Total Transfers	(1,250,000)	-	(1,250,000)	NA
Change in net position	3,785,809	4,756,391	(970,582)	-20.41%

Appendices H - Municipal Parking System - Revenues, Expenses, and Change Net Position

	Source - Proprietary Funds			
	CAFR FY 2020 Page 43	CAFR FY 2019 Page 45	CAFR FY 2019 Comparison	
	Municipal Parking System	Municipal Parking System	Difference	Percent Change
Operating revenues				
Charges for services	6,211,685	8,422,161	(2,210,476)	-26.25%
Operating expenses				
Personal services	2,794,268	1,872,284	921,984	49.24%
Purchase of goods and services	7,908,425	2,114,909	5,793,516	273.94%
Depreciation	648,754	980,505	(331,751)	-33.83%
Total operating expenses	11,351,447	4,967,698	6,383,749	128.51%
Operating income (loss)	(5,139,762)	3,454,463	(8,594,225)	-248.79%
Nonoperating revenues (expenses)				
Interest revenue	1,363,345	1,451,501	(88,156)	-6.07%
Gain on sale of capital assets	-	4,202,895	(4,202,895)	-100.00%
Interest expense and fees	(1,363,059)	(2,114,300)	751,241	35.53%
Other	(2,100)	NA	NA	NA
Total nonoperating revenue (expenses)	(1,814)	3,540,096	(3,541,910)	-100.05%
Income (loss) before transfers	(5,141,576)	6,994,559	(12,136,135)	-173.51%
Transfers				
Transfers in	-	-	-	NA
Transfers out	(4,202,895)	-	(4,202,895)	NA
Total Transfers	(4,202,895)	-	(4,202,895)	NA
Change in net position	(9,344,471)	6,994,559	(16,339,030)	-233.60%

Appendices I - Nonmajor Enterprise Funds - Revenues, Expenses, and Change Net Position

	Source - Proprietary Funds			
	CAFR FY 2020 Page 43	CAFR FY 2019 Page 45	CAFR FY 2019 Comparison	
	Nonmajor Enterprise Funds	Nonmajor Enterprise Funds	Difference	Percent Change
Operating revenues				
Charges for services	7,060,455	6,741,084	319,371	4.74%
Operating expenses				
Personal services	6,313,328	1,961,265	4,352,063	221.90%
Purchase of goods and services	3,324,357	3,062,380	261,977	8.55%
Depreciation	242,890	388,030	(145,140)	-37.40%
Total operating expenses	9,880,575	5,411,675	4,468,900	82.58%
Operating income (loss)	(2,820,120)	1,329,409	(4,149,529)	-312.13%
Nonoperating revenues (expenses)				
Interest revenue	25,434	50,966	(25,532)	-50.10%
Gain on sale of capital assets	2,120,816	-	2,120,816	NA
Interest expense and fees	(9,176)	(14,586)	5,410	37.09%
Capital contribution to others	NA	(214,486)	NA	NA
Total nonoperating revenue (expenses)	2,137,074	(178,106)	2,315,180	1299.89%
Income (loss) before transfers	(683,046)	1,151,303	(1,834,349)	-159.33%
Transfers				
Transfers in	761,000	613,593	147,407	24.02%
Transfers out	-	(32,776)	32,776	100.00%
Total Transfers	761,000	580,817	180,183	31.02%
Change in net position	77,954	1,732,120	(1,654,166)	-95.50%

Source - Notes Information	
CAFR FY 2020 Page 171	
Cemetery	(654,225)
Golf	2,060,440
Garbage and Rubbish Collection	(144,142)
Recycling	(1,184,119)
Change in net position	**77,954**

Appendices J - Internal Service Funds - Revenues, Expenses, and Change Net Position

	Source - Proprietary Funds			
	CAFR FY 2020 Page 43	CAFR FY 2019 Page 45	CAFR FY 2019 Comparison	
	Internal Service Funds	Internal Service Funds	Difference	Percent Change
Operating revenues				
Charges for services	86,491,911	85,397,512	1,094,399	1.28%
Other	111,337	NA	NA	NA
Total Operating Revenues	86,603,248	85,397,512	1,205,736	1.41%
Operating expenses				
Personal services	8,250,038	8,644,110	(394,072)	-4.56%
Purchase of goods and services	73,897,984	74,773,138	(875,154)	-1.17%
Depreciation	2,385,114	2,180,737	204,377	9.37%
Total operating expenses	84,533,136	85,597,985	(1,064,849)	-1.24%
Operating income (loss)	2,070,112	(200,473)	2,270,585	1132.61%
Nonoperating revenues (expenses)				
Interest revenue	-	-	-	NA
Gain (loss) on sale of capital assets	(20,258)	64,820	(85,078)	-131.25%
Interest expense and fees	(126,530)	(174,413)	47,883	27.45%
Capital contribution to others	-	-	-	NA
Total nonoperating revenue (expenses)	(146,788)	(109,593)	(37,195)	-33.94%
Income (loss) before transfers	1,923,324	(310,066)	2,233,390	720.30%
Transfers				
Transfers in	930,000	-	930,000	NA
Transfers out	-	-	-	NA
Total Transfers	930,000	-	930,000	NA
Change in net position	2,853,324	(310,066)	3,163,390	1020.23%

Source - Notes Information	
CAFR FY 2020 Page 174	
Fleet Maintenance	644,961
Fringe Benefits	1,714,325
Engineering	818,802
Information Technology	(324,764)
Change in net position	**2,853,324**

Appendices K - Fiduciary Funds - Additions, Deductions, and Change Net Position

	Source - Fiduciary Funds			
	CAFR FY 2020 Page 49	CAFR FY 2019 Page 51	CAFR FY 2019 Comparison	
	Fiduciary Funds	Fiduciary Funds	Difference	Percent Change
Additions				
Investment income (loss):				
Net depreciation in fair value of investments	9,719,191	30,539,239	(20,820,048)	-68.17%
Interest Income	108,016	58,089	49,927	85.95%
Dividend income	NA	898,000	NA	NA
Investment expenses	(1,811,624)	(1,753,200)	(58,424)	-3.33%
Net Investment income (loss)	8,015,583	29,742,128	(21,726,545)	-73.05%
Contributions:				
Employer	52,850,500	49,957,231	2,893,269	5.79%
Plan members	4,986,883	4,869,154	117,729	2.42%
Total contributions	57,837,383	54,826,385	3,010,998	5.49%
Total additions	65,852,966	84,568,513	(18,715,547)	-22.13%
Deductions				
Participant benefits	81,671,600	78,923,796	2,747,804	3.48%
Administrative expense	1,293,469	1,272,294	21,175	1.66%
Total deductions	82,965,069	80,196,090	2,768,979	3.45%
Change in net position	(17,112,103)	4,372,423	(21,484,526)	-491.36%

Source - Notes Information	
CAFR FY 2020 Page 179	
Employees' Retirement System Pension	(12,697,106)
Employees' Retirement System OPEB	3,072,345
Police and Fire Retirement System	(14,064,681)
Police and Fire Retirement System OPEB	4,308,056
Employees' Money Purchase Pension Plan	595,114
Retiree Health Care VEBA	1,674,169
Change in net position	**(17,112,103)**

Appendices L - Brownfield Redevelopment Authority - Expenses, Revenues, and Change Net Position

	Source - Component Units			
	CAFR FY 2020 Page 55	CAFR FY 2019 Page 57	CAFR FY 2019 Comparison	
	Brownfield Redevelopment Authority	Brownfield Redevelopment Authority	Difference	Percent Change
Expenses				
Brownfield redevelopment	15,308,883	4,250,976	11,057,907	260.13%
Community development	-	-	-	NA
Recreation and culture	-	-	-	NA
Total expenses	15,308,883	4,250,976	11,057,907	260.13%
Program revenues				
Charges for services	-	-	-	NA
Operating grants and contributions	1,174,048	778,932	395,116	50.73%
Total program revenues	1,174,048	778,932	395,116	50.73%
Net program expense	(14,134,835)	(3,472,044)	(10,662,791)	-307.10%
General revenues				
Property taxes	3,763,175	3,036,500	726,675	23.93%
Unrestricted investment earning	31,976	18,311	13,665	74.63%
Total general revenues	3,795,151	3,054,811	740,340	24.24%
Change in net position	(10,339,684)	(417,233)	(9,922,451)	-2378.16%

Appendices M - Tax Increment Finance Authority - Expenses, Revenues, and Change Net Position

	Source - Component Units			
	CAFR FY 2020 Page 55	CAFR FY 2019 Page 57	CAFR FY 2019 Comparison	
	Tax Increment Finance Authority	Tax Increment Finance Authority	Difference	Percent Change
Expenses				
Brownfield redevelopment	-	-	-	NA
Community development	4,261,130	3,590,401	670,729	18.68%
Recreation and culture	-	-	-	NA
Total expenses	4,261,130	3,590,401	670,729	18.68%
Program revenues				
Charges for services	-	-	-	NA
Operating grants and contributions	-	-	-	NA
Total program revenues	-	-	-	NA
Net program expense	(4,261,130)	(3,590,401)	(670,729)	-18.68%
General revenues				
Property taxes	3,418,580	2,879,420	539,160	18.72%
Unrestricted investment earning	95,912	130,614	(34,702)	-26.57%
Total general revenues	3,514,492	3,010,034	504,458	16.76%
Change in net position	(746,638)	(580,367)	(166,271)	-28.65%

Appendices N - Lansing Entertainment & Public Facilities Authority - Expenses, Revenues, and Change Net Position

	Source - Component Units			
	CAFR FY 2020 Page 55	CAFR FY 2019 Page 57	CAFR FY 2019 Comparison	
	Lansing Entertainment & Public Facilities Authority	Lansing Entertainment & Public Facilities Authority	Difference	Percent Change
Expenses				
Brownfield redevelopment	-	-	-	NA
Community development	-	-	-	NA
Recreation and culture	9,127,195	10,658,863	(1,531,668)	-14.37%
Total expenses	9,127,195	10,658,863	(1,531,668)	-14.37%
Program revenues				
Charges for services	6,799,182	8,761,416	(1,962,234)	-22.40%
Operating grants and contributions	1,203,995	1,346,300	(142,305)	-10.57%
Total program revenues	8,003,177	10,107,716	(2,104,539)	-20.82%
Net program expense	(1,124,018)	(551,147)	(572,871)	-103.94%
General revenues				
Property taxes	-	386,438	(386,438)	NA
Unrestricted investment earning	-	-	-	NA
Other	364,255	NA	NA	
Total general revenues	364,255	386,438	(22,183)	-5.74%
Change in net position	(759,763)	(164,709)	(595,054)	-361.28%

Appendices O - Fund Balances to Government Wide Financial Statements

	Government Funds				
	General Fund CAFR 2020 Page 38	Non Major Government Funds CAFR 2020 Page 38	Totals	Reconciliation Diff - See CAFR FY 2020 page 37 & 39	Totals - Reported on Government Wide Financial Statement of Activities
Fund balance, beginning of year	10,031,490	29,023,246	39,054,736	(498,983,462)	**(459,928,726)**
Change in fund balance	89,520	3,252,576	3,342,096	(53,422,393)	**(50,080,297)**
Fund balance, end of year	**10,121,010**	**32,275,822**	**42,396,832**	(552,405,855)	**(510,009,023)**
Percent Change	0.89%	11.21%	8.56%	NA	-10.89%

	Proprietary Funds				
	Sewage Disposal System Fund CAFR FY 2020 Page 43	Municipal Parking System Fund CAFR FY 2020 Page 43	Nonmajor Enterprise Funds CAFR FY 2020 Page 43	**Totals** - Reported on Government Wide Financials Statement of Activities	Internal Service Funds * **Included in Reconciliation Diff**
Fund balance, beginning of year	227,544,969	14,769,114	(13,671,792)	**228,642,291**	12,777,701
Change in fund balance	3,785,809	(9,344,471)	77,954	**(5,480,708)**	2,853,324
Fund balance, end of year	**231,330,778**	**5,424,643**	**(13,593,838)**	**223,161,583**	15,631,025
Percent Change	1.66%	-63.27%	0.57%	**-2.40%**	22.33%

	Component Units			
	Brownfield Redevelopment Authority CAFR FY 2020 Page 55	Tax Increment Finance Authority CAFR FY 2020 Page 55	Lansing Entertainment & Public Facilities Authority CAFR FY 2020 Page 55	**Totals** - Reported on Government Wide Financials Statement of Activities
Fund balance, beginning of year	2,272,649	(39,902,166)	1,044,072	**(36,585,445)**
Change in fund balance	(10,339,684)	(746,638)	(759,763)	**(11,846,085)**
Fund balance, end of year	**(8,067,035)**	**(40,648,804)**	**284,309**	**(48,431,530)**
Percent Change	-454.96%	-1.87%	-72.77%	**-32.38%**

	Fiduciary Funds
	Pension and OPEB Trust Funds CAFR FY 2020 Page 49
Fund balance, beginning of year	**565,422,521**
Change in fund balance	**(17,112,103)**
Fund balance, end of year	**548,310,418**
Percent Change	**-3.03%**

Appendices P - Reconciliation Fund Balances to Net Position of Governmental Activities

Source - Reconciliation - CAFR FY 2020 - Page 37	
Capital assets used in government activities are not financial resources and thefore are not reported as assets in government funds.	
The cost of capital assets is	540,848,918
Accumulated depreciation is	(367,830,832)
Capital assets accounted for in internal service funds net	(10,671,567)
Some assets are not current financial resources and therefore are not reported in Governmental Funds Balance Sheet.	
Deferred ambulance fees receivable	1,453,506
Deferred nuisance fees receivable	631,134
Deferred loans receivable	1,220,642
Deferred long-term interest receivable	2,231,696
Deferred long-term special assessments receivable	123,133
Deferred long-term taxes and tax settlement receivables	22,500
Deferred outflows of resources related to pensions	35,348,013
Deferred outflows of resources related to OPEB	114,386,123
Deferred inflows of resources related to pensions	(1,459,430)
Deffered inflows of resources related to OPEB	(16,407,657)
Internal service funds are used by management to charge the costs of certain equipment maintenance to individual funds. The assets and liabilities of there internal service funds are included in governmental activities in the statement of net position.	15,631,025
Long-term liabilities are not due and payable in the current period and therefore are not reported in the governmental funds balance sheet. Long-term liabilities at year-end consist of:	
Bonds, loans and leases payable	(27,421,737)
Deferred charge on refunding	290,238
Compensated absences	(8,360,652)
Workers compensation	(2,557,317)
Accrued interest payable	(257,021)
Net pension liability	(308,110,357)
Net other postemployment benefit liability	(521,516,213)

Total Reconciliation Amounts	**(552,405,855)**

Appendices Q - Reconciliation Net Changes in Governmental Funds to Change in Net Position of Governmental Activities

Source - Reconciliation - CAFR FY 2020 - Page 39	
Capital outlays are reported as expenditures in government funds. However, in the statement of activities, the cost of capital assets is allocated over their estimated useful lives as depreciation expense. In the current period, these amounts are:	
Capital outlay	5,259,427
Depreciation expense	(10,839,541)
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.	
Change in deferred ambulance fees receivable	633,999
Change in deferred nuisance fees receivable	75,381
Change in deferred loans receivable	(1,881)
Change in deferred long-term interest receivable	59,250
Change in deferred special assessments receivable	(33,311)
Change in deferred State of Michigan receivables	(765,383)
Internal service funds are used by management to charge the costs of certain activities to individual funds. The net revenue of certain individual funds are included in the governmental activities.	
Change in net position of governmental activities internal service funds	2,853,324
Repayment of long-term debt and borrowing of long-term debt is reported as expenditues and other financing sources in governmental funds, but the repayment reduces long-term liabiliteis and the borrowings increase long-term liabilities in the statement of net position. In the current year, these amounts consist of:	
Premium on bond issuance	66,142
Deferred changes on refunding	(30,306)
Discounts on bond issuances	(5,178)
Debt principal retirement	3,286,705
Certain expenditures are reported in governmental funds that reduce long-term liabilities for purposes of the statement of net position.	
Change in estimated workers compensation	(246,335)
Some items reported in the statement of activities do not require the use of current financial resources and therefore are not reported as expenditues in governmental funds. These activities consist of:	
(Increase) in net pension liability	(33,202,721)
(Increase) in net OPEB liability	(128,519,920)
Increase in deferred outflows of resources related to pensions	9,256,283
Increase in deferred outflows of resources related to OPEB	96,991,941
Decrease in deferred inflows of resources related to pensions	4,698,657
(Increase) in deferred inflows of resources related to OPEB	(3,779,280)
Decrease in accrued interest payable	59,324
Decrease in compensated absences	761,030

Total Reconciliation Amounts	**(53,422,393)**

Appendices R - Source Chart Data Used in Report

Chart Data

	CAFR FY 2018 Page 20	CAFR FY 2018 Page 20	CAFR FY 2019 Page 20	CAFR FY 2020 Page 20
Revenues	FY 2017	FY 2018	FY 2019	FY 2020
Government Activities Revenues	153,146,662	160,231,879	167,323,820	164,723,935
Business-type Activities Revenues	49,380,885	50,530,654	57,564,974	54,423,208
Total Revenues	**202,527,547**	**210,762,533**	**224,888,794**	**219,147,143**

Expenses	FY 2017	FY 2018	FY 2019	FY 2020
Government Activities Expenses	165,584,514	156,424,325	183,595,317	219,496,127
Business-type Activities Expenses	41,334,397	46,408,880	44,662,721	55,212,021
Total Expenses	**206,918,911**	**202,833,205**	**228,258,038**	**274,708,148**

Change in net position	FY 2017	FY 2018	FY 2019	FY 2020
Government Activities Change in Net Position	(13,184,061)	2,895,368	(16,852,314)	(50,080,297)
Business-type Activities Change in Net Position	8,792,697	5,033,960	13,483,070	(5,480,708)
Change in net Position	**(4,391,364)**	**7,929,328**	**(3,369,244)**	**(55,561,005)**

	CAFR FY 2018 Page 19	CAFR FY 2018 Page 19	CAFR FY 2019 Page 19	CAFR FY 2020 Page 19
Assets	FY 2017	FY 2018	FY 2019	FY 2020
Government Activities Assets	244,750,526	243,336,260	249,298,919	250,232,351
Business-type Activities Assets	444,271,524	439,162,458	430,151,370	423,779,442
Total Assets	**689,022,050**	**682,498,718**	**679,450,289**	**674,011,793**

	CAFR FY 2018 Page 19	CAFR FY 2018 Page 19	CAFR FY 2019 Page 19	CAFR FY 2020 Page 19
Liabilities	FY 2017	FY 2018	FY 2019	FY 2020
Government Activities Liabilities	384,214,832	685,591,703	734,247,637	892,398,661
Business-type Activities Liabilities	195,071,189	228,231,344	207,209,254	211,356,141
Total Liabilities	**579,286,021**	**913,823,047**	**941,456,891**	**1,103,754,802**

	CAFR FY 2018 Page 20	CAFR FY 2018 Page 20	CAFR FY 2019 Page 20	CAFR FY 2020 Page 20
Net Position	FY 2017	FY 2018	FY 2019	FY 2020
Government Activities Net Position	(116,263,047)	(443,076,412)	(459,928,726)	(510,009,023)
Business-type Activities Net Position	251,395,862	215,159,221	228,642,291	223,161,583
Total net position	**135,132,815**	**(227,917,191)**	**(231,286,435)**	**(286,847,440)**

	CAFR FY 2017 Page 38	CAFR FY 2018 Page 38	CAFR FY 2019 Page 38	CAFR FY 2020 Page 38
Net Position	FY 2017	FY 2018	FY 2019	FY 2020
General Fund Net Position	15,697,266	17,326,512	10,031,490	10,121,010
Other Capital Projects				
State and Federal Programs				
Nonmajor Gov Funds Net Position	17,364,759	20,534,007	29,023,246	32,275,822
Total Gov Funds Net Position	**33,062,025**	**37,860,519**	**39,054,736**	**42,396,832**

	CAFR FY 2018 Page 45	CAFR FY 2018 Page 45	CAFR FY 2019 Page 45	CAFR FY 2020 Page 43	
Net Position	FY 2017	FY 2018	FY 2019	FY 2020	
Sewage Disposal System Net Position	215,732,267	222,788,578	227,544,969	231,330,778	
Municipal Parking System Net Position	9,145,025	7,774,555	14,769,114	5,424,643	
Nonmajor Enterprise Funds Net Position	(14,752,031)	(15,403,912)	(13,671,792)	(13,593,838)	
Internal Service Fund	12,614,758	13,087,767	12,777,701	15,631,025	
Total Proprietary Funds With Internal Service Fund Net Position	**222,740,019**	**228,246,988**	**241,419,992**	**238,792,608**	**As Restated**

	CAFR FY 2017 Page 105	CAFR FY 2018 Page 109	CAFR FY 2019 Page 111	CAFR FY 2020 Page 179
Net Position	FY 2017	FY 2018	FY 2019	FY 2020
Employees' Retirement System Pension	169,965,440	168,558,816	165,585,569	152,888,463
Employees' Retirement System OPEB	28,762,532	31,583,522	32,946,254	36,018,599
Police and Fire Retirement System	288,441,203	291,879,983	294,201,491	280,136,810
Police and Fire Retirement System OPEB	34,133,238	38,308,203	39,200,746	43,508,802
Employees' Money Purchase Pension Plan	2,335,067	2,587,793	2,952,671	3,547,785
Retiree Health Care VEBA	25,918,194	28,131,781	30,535,790	32,209,959
Total Fiduciary Funds Net Position	**549,555,674**	**561,050,098**	**565,422,521**	**548,310,418**

	CAFR FY 2018 Page 57	CAFR FY 2018 Page 57	CAFR FY 2019 Page 57	CAFR FY 2020 Page 55	
Net Position	FY 2017	FY 2018	FY 2019	FY 2020	
Brownfield Redevelopment Authority	2,089,345	2,689,882	2,272,649	(8,067,035)	
Tax Increment Finance Authority	(39,852,444)	(39,321,799)	(39,902,166)	(40,648,804)	
Lansing Entertainment & Public Facilities Authority	633,818	1,208,781	1,044,072	284,309	
SmartZone	-	-	-	-	
Total Component Units	**(37,129,281)**	**(35,423,136)**	**(36,585,445)**	**(48,431,530)**	**As Restated**