**AGENDA**
**Committee on Development and Planning**
**Monday, October 1, 2018 @ 4:00 p.m.**
**Council Conference Room, 10th Floor**

Councilmember Adam Hussain, Chair
Councilmember Patricia Spitzley, Vice Chair
Councilmember Jody Washington, Member

1. **Call to Order**

2. **Public Comment on Agenda Items**

3. **Minutes**

    - September 17, 2018

4. **Discussion/Action:**

    **A.)** **RESOLUTION –** Set the Public Hearing; Brownfield # 74; 930 W Holmes, LLC; 930 W Holmes

    **B.)** **RESOLUTION –** Brownfield #73; Waypoint Residential LLC; 3600 Dunckel Road

    **C.)** **RESOLUTION -** PRD 1-2018; 3600 Dunckel Road (South 9.6 Acres) & Adjoining Vacant Parcel

5. **Other**

6. **Adjourn**

# PUBLIC COMMENT AND SIGN IN SHEET

COMMITTEE Development & Planning DATE Oct 1, 2018

*Please print*

| NAME | ADDRESS | Purpose for Attending | Email Address | PHONE |
|---|---|---|---|---|
| Dave VanHaaren | 1375 Washington | #73 & #74 | dave.vanhaaren@tritera.us | 517-927-9227 |
| Dawn Van Halst | 1375 Washington | #73 & #74 | dawn.vanhalst@tritera.us | 517-896-6504 |
| Drew Froestedt | 202 N Juniper | 73/74 | drew@monroeresidential.com | 3122266241 |
| Ethan Leavitt | 267 Stoddard Ave | MSU Student | leavitte@msu.edu | 231-233-8840 |
| Jennie Kirby | | 930 W Holmes | jkirby@kirbymanagement.com | 765-490-5940 |
| Joseph Lese | | 930 W. Holmes | joseph.lese@theprogressstudio.com | 317.690.6118 |
| Kathy Miles | | RSL | | |
| Kris Klein | 1000 S Washington | LEAP #73 #74 | kris@purelansing.com | 599-1136 |
| Elaine Womboldt | RSL | Various | emwomboldt@comcast.net | |
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DRAFT

**MINUTES**
**Committee on Development and Planning**
**Monday, September 17, 2018 @ 4:00 p.m.**
**Council Conference Room, City Hall 10th Floor**

**CALL TO ORDER**
Council Member Hussain called the meeting to order at 4:02 p.m.

**PRESENT**
Council Member Hussain, Chair
Council Member Spitzley, Vice-Chair- arrived at 4:03 p.m.
Council Member Washington, Member

**OTHERS PRESENT**
Sherrie Boak, Council Staff
Jim Smiertka, City Attorney
Wayland Sanford
Susan Stachowiak, Economic Development & Planning
Bill Rieske, Economic Development & Planning
Karl Dorshimer, LEAP
Greg Venker, Assistant City Attorney
Nicholas Consol
Eric Helzer
Chris Beland
Casey Kandow, McLaren
Nick Kowieski
Austin Holcomb
Brent Forsberg
Jeff Deehan
Dave VanHaanen
Elaine Womboldt
Mindy Jones

**PUBLIC COMMENT**
Public Comment taken at each agenda items.

**MINUTES**
MOTION BY COUNCIL MEMBER WASHINGTON TO APPROVE THE MINUTES FROM AUGUST 20, 2018 AS PRESENTED. MOTION CARRIED 2-0.

**DISCUSSION/ACTION**

**RESOLUTION –** Brownfield #73; Waypoint Residential LLC; 3600 Dunckel Road

Mr. Dorshimer confirmed nothing had changed in the plan since the first presentation to Committee and the public hearing.

The applicant briefly out the project.

Council Member Spitzley stepped away from the meeting at 4:05 p.m.

The project will be multi-family with 286 units at market rate. The marketing will be towards young professionals, working families and not student housing. They units will be 898 square feet consisting of 1, 2, and 3 bedroom units with amenities on site and fully staffed leasing.

Council Member Spitzley returned to the meeting at 4:06 p.m.

Council Member Hussain inquired into what the $500,000 public improvement from the Brownfield will cover. The applicant outlined the project as a 20 year plan, with $6.6 million in eligible expenses and $1.2 million in infrastructure improvements and they will set aside $500,000 for a public improvement feature. The funds will capitalize and be put aside for that activity, which has yet to be determined. Mr. Dorshimer noted they will have a public space design committee incorporating City staff, LEAP and architects for the area at Dunckel and Collins. The developer will set aside that money up front. It was noted that they also plan to work with McLaren project, MSU and MDOT.

Council Member Hussain asked about the new tax revenue, and Mr. Dorshimer stated it was estimated each year at $125,000 per year in new income tax, and $2.5 million in 20 years. IN the 20 years there will be $13.7 million in new taxes generated (property taxes), and $6.6 million for Brownfield eligible activities. There will be $7.3 million to be captured for activities.

Council Member Washington asked fi the applicant had met with the local labor on an agreement and prevailing wage. It was confirmed they had met with the general contractor and union representatives and plan to, with every intention, bid out to local labor. Council Member Washington referenced an agreement that the Administration brought to Council on another development (Red Cedar) and asked Mr. Dorshimer if a similar agreement was being done with this developer. Mr. Dorshimer stated that the agreement being used is the new universal agreement, and the one that was drafted specific for the Red Cedar is not being used as of yet.

Council Member Washington asked the Chairperson to table the resolution request until there is clarification on obtaining an agreement with this developer. Council Member Hussain stated his opinion that his understanding was that there was a discussion with the Council President and the Mayor and it was determined then that the Administration was going to present this developer an agreement similar to the Red Cedar. Council Member Washington stated her opinion that Weiland does not have a good track record with using local labor.

Mr. Dorshimer confirmed they have had discussions with labor and are waiting on their input. The agreement in front of the Committee has a section that the developer has to agree to pledge to make best efforts to hire local. They will not have a final version until they hear back from all parties. Council Member Spitzley also acknowledged this agreement was mentioned at the public hearing and does support the development.

MOTION BY COUNCIL MEMBER WASHINGTON TO TABLE THE BROWNFIELD FOR AN AGREEMENT WITH LOCAL LABOR.

Council Member Spitzley noted that procedurally things were done, however the applicant was asked for an agreement similar to the recent Red Cedar. Council Member Hussain asked for evidence that they reached out to local labor.

Ms. Womboldt supported the development.
Mr. Dorshimer confirmed they would work on it and get back.

Council Member Spitzley was hoping the Committee could vote before Monday, and if they do not then the Committee can take off the agenda.

Council Member Hussain scheduled a special meeting of the Committee for Friday, September 21st at 4:00 p.m. for this item and the PRD-1-2018 that also applies to this property.

MOTION CARRIED 2-1.

**RESOLUTION -** PRD 1-2018; 3600 Dunckel Road (South 9.6 Acres) & Adjoining Vacant Parcel
Council Member Hussain moved the agenda item to the special meeting on Friday, September 21, 2018.

Ms. Stachowiak acknowledged she was not able to attend a special meeting on Friday, so detailed what a PRD was.

**RESOLUTION -** Set Public Hearing; Brownfield #70; 735 Hazel Street Redevelopment
Mr. Forsberg handed out a presentation on the proposed "The Wing" development. He then went through the handout a residential mixed use, with 64 apartments in Phase 1. The building will also include small business use with entrepreneurship. The owners have been in contact and working with the DEQ for 1 ½ years with a series of mitigation systems, capping and containment to allow full capture. There are three (3) buildings and they will have $2.6 million in environmental; of that dealing with public programs that lend towards the loan. Some activities cannot be financed by a bank. The Brownfield is a 15 year term repayment and low interest. The developer will provide $5.8 million, and the plan is a 30 year plan and deferred for 2 years. They hope to deliver in January 2020 and start to capture then, so the 30 years will start then.

Mr. Dorshimer went through the flow of funds. There will be $235,000 Grant to LEDC, $1,483,000 Loan to LEDC from the MEDQ hey will then distribute to the Brownfield Redevelopment Project and the LBRA will provide a $400,000 loan to the developer. Mr. Venker stated that because of the loan, it is requiring the City to pledge funds. Therefore, the resolution was drafted to have the language to be acceptable to the DEQ and it will state that if the developer defaults, then the City gets their funds and the developer has to pay back.

It was noted that there could be costs to do the amendments and could require an amendment as part of Phase 2.

Ms. Womboldt spoke in support of the project.

Mr. Forsberg confirmed that the local labor they have spoken to thus far have confirmed, but their focus is now getting through the Brownfield which could take 8 months. He admitted that some parts will have an open bid and if it is a specialized trade they will rely on their developer to choose the contractor.

Council Member Washington stated that since the applicant was a local developer she felt confident to move forward without tabling waiting on an agreement with local labor.

MOTION BY COUNCIL MEMBER WASHINGTON TO SET THE PUBLIC HEARING FOR BROWNFIELD #70, 735 HAZEL STREET, FOR OCTOBER 8, 2018. MOTION CARRIED 3-0.

**RESOLUTION –** ACT-5-2018; Vacate Alliance Drive and a portion of Technology Blvd.
Mr. Candow informed the Committee that the reason for the request to vacate and close Alliance Drive and Technology Blvd. was to accommodate the development replacement facility of McLaren at that location, and those roads will become part of the property.

Council Member Spitzley asked if this was step one in the process of the development and the applicants confirmed there is a purchase agreement ready to wrap up in mid-December, there is a Certificate of Need that needs to be obtained and this ACT will be contingent on the closing of the property.

The Commission asked questions on the overall development including addressing noise and light pollution, drainage, impact on the wildlife and transparency in the planning of the project. Council Member Washington had specific questions she would forward to Ms. Stachowiak and Mr. Candow. A statement was relayed that the public was under the impression they could not make any public comment on the project. Ms. Stachowiak clarified that the hospital use is permitted on the site, so there are no meetings required such as a rezoning that would require a public hearing at Council. A variance for the height will be needed along with a hospital on a minor principal arterial road because Collins and Forest are collector roads. Council Member Spitzley inquired into the access to the bus line for service to the new location. Ms. Stachowiak explained that the difference between a minor arterial road and a collector is volume and type of traffic. Currently Collins and Forest do not have the traffic to be deemed minor arterial, however after the hospital is built it will probably change.

Ms. Jones cited her concerns which included the County drain, rumors of widening on Forest Road and gave her opposition to that, asked that the hospital pay for infrastructure on the roads, and lastly stated another rumor that MSU and East Lansing will annex the property once it is built.

The applicants confirmed they have no plans to widen Forest but it will have some work on it for utilities and egress. They are also working with MDOT to work on the exits from highway, but there are no current talks on egress onto Forest. Mr. Candow noted that the final traffic study has not even been finalized yet, so as the site evolves it could change.

Mr. Venker stated that Law would look into if there is an option for annexation into East Lansing or MSU, but noted that in general they require both actual governments to agree.

MOTION BY COUNCIL MEMBER WASHINGTON TO APPROVE THE RESOLUTION FOR ACT-5-2018 FOR THE VACATION OF ALLIANCE DRIVE AND A PORTION OF TECHNOLOGY BLVD. MOTION CARRIED 3-0.

**RESOLUTION** – Appointment; Wayland Sanford; At Large Member of Board of Zoning Appeals; Term to Expire June 30, 2021

Mr. Sanford detailed his resume which included working with the City Development & Planning office from 2011-2016; and attending the MSU Urban Planning School. Ms. Stachowiak confirmed this position would be the last vacancy that needed to be filled on the BZA. Council Member Washington asked Mr. Wayland if he could research each appeal and stand on his decision not on the advice of others and he stated he could.

MOTION BY COUNCIL MEMBER SPITZLEY TO APPROVE THE RESOLUTION FOR THE APPOINTMENT OF WAYLAND SANFORD; AT LARGE MEMBER OF THE BOARD OF ZONING APPEALS WITH A TERM TO EXPIRE JUNE 30, 2021. MOTION CARRIED 3-0.

**Adjourn**

Adjourned at 5:38 p.m.
Submitted by, Sherrie Boak,
Recording Secretary,
Lansing City Council
Approved by the Committee on_________________

Lansing Brownfield
Redevelopment Authority

**Lansing Brownfield Redevelopment Authority**
**Midwest Self Storage Development**
**930 W. Holmes Road Building Redevelopment**

# *Brownfield Plan #74*

930 W. Holmes Road
Lansing, Michigan 48910

**PREPARED BY:**

Triterra
1375 S. Washington Avenue, Suite 300
Lansing, Michigan 48910
Contact Person: Dave Van Haaren
dave.vanhaaren@triterra.us
Phone: 517-702-0470

**REVIEWED BY:**

Lansing Brownfield Redevelopment Authority
1000 S. Washington Avenue, Suite 201
Lansing, Michigan 48910
Contact Person: Karl Dorshimer
karl@purelansing.com
Phone: 517-999-9039

August 24, 2018

Approved by the LBRA on _____

Adopted by the Lansing City Council on _____

## Table of Contents

## 1. Project Summary Sheet

The purpose of this Brownfield Plan (the "Plan") is to identify eligible activities and cost estimates for redevelopment of the property located at 930 W. Holmes Road in Lansing, Michigan. Brownfield tax increment financing is necessary to support redevelopment of the property.

| | |
|---|---|
| **Project Name:** | Midwest Self Storage Development (the "Project") |
| **Developer:** | 930 W Holmes, LLC<br>10734 Sky Prairie Street<br>Fishers, Indiana 46037<br>Robert McCormack<br>812-345-2498 |
| **Property Location:** | 930 W. Holmes Road, Lansing, Michigan 48910 (the "Property") |
| **Parcel Information:** | Parcel ID 33-01-01-29-477-082 |
| **Type of Eligible Property:** | "Functionally Obsolete" |
| **Project Description:** | A rehabilitation of the existing, functionally obsolete building located at 930 W. Holmes Road. The project will result in a total of 102,206 square feet for a newly renovated climate-controlled self-storage facility containing 873 storage units. Improvements to the Property will include the redevelopment of the existing structure, entrance improvements, reduction of asphalt parking, addition of greenspace to alleviate drainage issues, pocket park/gathering spaces, and new landscaping and lighting onsite and in the public right-of-way.<br><br>Brownfield Eligible activities include asbestos abatement, demolition, infrastructure improvements and preparation of the Brownfield Plan. |

**Total Capital Investment:** Property and Building Improvements: Estimated at $4,185,550 of which $825,262 is estimated as eligible for Brownfield Reimbursement.

**Estimated Job Creation/Retention:** The redevelopment is anticipated to generate 4 new full-time equivalent (FTE) jobs within a year of project completion. In addition, this redevelopment will result in the creation/retention of 50 to 60 temporary construction related jobs.

**Duration of Plan:** 16 years (starting in 2019)

**Total New Taxes Generated:**

| **Uses** | |
|---|---|
| Portion Captured to Reimburse Developer | $825,262 |
| Portion Captured for LBRA Plan Administration | $45,848 |
| Portion Captured for Lansing Local Brownfield Revolving Fund (LBRF) | $45,848 |
| Total Captured | $916,958 |
| Remainder Passed-Through to Taxing Units | $774,596 |
| **TOTAL NEW TAXES GENERATED** | **$1,691,554** |

**Use of Captured Taxes / Tax Increment Revenue (TIR):**

| **Uses** | |
|---|---|
| To Reimburse Developer for Eligible Activity Costs | $ 675,125 |
| To Reimburse LBRA/Lansing Regional Brownfield Coalition (LRBC) for Eligible Activity Costs under EPA Brownfield Assessment Grant | $ 0 |
| To Reimburse LBRA for Eligible Activity Costs under Local Brownfield Revolving Fund (LBRF) | $ 0 |
| To Reimburse Developer for <u>Contingency</u> (15%) on Eligible Activity Costs* | $ 0 |
| To Reimburse Developer for <u>Interest</u> on Eligible Activity Costs | $ 150,137 |

| | |
|---|---|
| **Total Reimbursement to Developer and LBRA** | **$ 825,262** |
| To LBRA Plan Administration | $ 45,848 |
| To LBRA Local Brownfield Revolving Fund (LSBRF) | $ 45,848 |
| To State Revolving Fund (SRF) | $ 0 |
| **TOTAL CAPTURED TAXES** | **$ 916,958** |

* Brownfield Plan preparation activities are excluded from contingency calculation

## Use of New Taxes:

| **Uses** | |
|---|---|
| Lansing Operating | $ 45,314 |
| Ingham County | $ 7,646 |
| Ingham County Sum | $ 15,850 |
| Airport Authority | $ 1,629 |
| CATA | $ 7,009 |
| Capital Area District Library | $ 3,636 |
| Potter Park Zoo | $ 956 |
| Lansing Community College | $ 8,874 |
| Ingham Inter. School District | $ 10,970 |
| Lansing School District Operating | $ 419,570 |
| State Education Tax (6 mills) | $ 139,857 |
| City Debt | $ 6,060 |
| School Debt | $ 107,224 |
| **TOTAL NEW TAXES** | **$ 774,596** |

## 2. Purpose of Brownfield Plan and Past Use of the Property

The City of Lansing Brownfield Redevelopment Authority (Authority or "LBRA"), duly established by resolution of the City Council of the City of Lansing, pursuant to the Brownfield Redevelopment Financing Act, Michigan Public Act 381 of 1996, MCLA 125.2651 et. seq., as amended (Act 381), is authorized to exercise its powers within the City of Lansing, Michigan. The purpose of this Plan, to be implemented by the LBRA, is to satisfy the requirements for a Brownfield Plan as specified in Act 381

The Plan will allow the LBRA to use tax increment financing to reimburse **930 W Holmes, LLC** (the "Developer") for the costs of eligible activities required to redevelop the eligible property located at 930 W. Holmes Road in the City of Lansing, Michigan, (the "Property"). Any proposed redevelopment of the Property will only be economically viable with the support and approval of the brownfield redevelopment incentives described herein. The location of the Property is depicted on Figure 1.

The Property is fully defined in the following table and in Attachment A.

| **Eligible Property** | | |
|---|---|---|
| **Address** | **Tax ID** | **Basis of Eligibility** |
| 930 W. Holmes Road | 33-01-01-29-477-082 | Functionally Obsolete |

The Property is located within the boundaries of the City of Lansing and is surrounded by industrial and commercial property. Property layout and boundaries are depicted on Figure 2. The legal description of the Property is included in Attachment A.

The Property consists of a 9.239-acre parcel of land developed with a one-story commercial building, totaling 102,206 square feet. The remainder of the Property is comprised of asphalt parking. The current structure was constructed in 1968 and was primarily used for office space. City directories list some of the early uses of the building as Ingham County Department of Social Services from 1977 to 1982; United Skates of America/Thompson Skate (roller skating rinks) from 1977 to 1982; Peckham Vocational Industries Inc in 1982; Montgomery Ward & Co. in 1992; Hp Enterprise Services LLC and Oldsmobile Customer Assistance in 2010; and Electronic Data Systems from 2008 to 2013. The Property has been vacant for over 5 years.

The Property is considered an "eligible property" as defined by Act 381, Section 2 because: (a) the Property was previously utilized as a commercial property; (b) it is located within the City of Lansing, a qualified local governmental unit under MCL 125.2782(k); and (c) the Property has been determined to be "functionally obsolete" as defined in Section 2(s) of Act 381.

On April 27, 2018, the City of Lansing, Assessors Office formally determined the Property is "functionally obsolete" as the term is defined in Section 2(s), of Act 381. The Assessing Office conducted a site inspection and determined the building and land improvements suffer from at least 50% functional obsolescence. Refer to Attachment B, Letter of Functional Obsolescence.

## 3. Brownfield Project Description

The Project includes a complete renovation of the existing functionally obsolete building. The redevelopment will result in a total of 102,206 square feet for retail office and climate-controlled storage. The storage facility will contain approximately 873 storage units utilizing 84,536 square feet. The Project will reduce the amount of asphalt and create more greenspace, helping to alleviate drainage issues that have occurred in the area. Improved entrances, sidewalks, parking and public spaces will create a more inviting, clean appearance allowing for easier access and deter people from using the property as a cut through. Enhanced lighting onsite throughout the property and in the right of way will allow for greater safety. The Property also contains asbestos floor tiles that will be removed to help with the health and safety issues associated with the existing structure.

Total capital investment is estimated at $4,185,550. Redevelopment activities include asbestos abatement, site demolition, and infrastructure improvements.

The Project will result in the revitalization and reuse of a vacant functionally obsolete property in the City of Lansing, located on the south side of Lansing approximately 2.3 miles from the city's center, located on Holmes Road, east of Martin Luther King Jr Blvd, west of Washington Avenue. This Project will result in the creation of 4 new, full time equivalent jobs within a year. The Project is also projected to create/leverage 50 to 60 temporary construction related jobs.

## 4. Developer Eligible Activities

The Developer will be reimbursed with the new local taxes levied by the Project for the costs of eligible activities necessary to support redevelopment of the Property. The activities that are intended to be carried out at the Property are considered "eligible activities" as defined by Sec 2 of Act 381 and include asbestos abatement, demolition, infrastructure improvements and preparation of the Brownfield Plan.

The costs of eligible activities included in, and authorized by, this Plan will be reimbursed with the new local increment tax revenues generated by the Property redevelopment and captured by the LBRA, subject to any limitations and conditions described in this Plan and the terms of a Reimbursement Agreement between the Developer and the Authority (the "Reimbursement Agreement"). The total cost of activities eligible for reimbursement from tax increment revenues is projected to be $916,958.

**ELIGIBLE ACTIVITIES**

**ENVIRONMENTAL**

| | |
|---|---|
| Department Specific Activities | $1,800.00 |
| **Total Environmental Costs** | **$1,800.00** |
| **NON-ENVIRONMENTAL** | |
| Asbestos Abatement | $53,700.00 |
| Demolition | $115,000.00 |
| Infrastructure Improvements | $494,625.00 |
| **Total Non-Environmental Costs** | **$663,325.00** |
| Contingency (5%) * | $0.00 |
| Brownfield Plan Preparation | $10,000.00 |
| Interest (3%, simple) | $150,137.00 |
| **Total Anticipate TIR Available for Reimbursement** | **$825,262.00** |
| LBRA Plan Administration | $45,848.00 |
| LBRA Local Brownfield Revolving Fund | $45,848.00 |
| State Brownfield Revolving Fund | $0.00 |
| **Total Local TIR Capture** | **$916,958.00** |

* Brownfield Plan preparation activities are excluded from contingency calculation

The costs listed above are estimated and may increase or decrease depending on the nature and extent of unknown conditions encountered on the Property. The actual cost of those eligible activities encompassed by this Plan that will qualify for reimbursement from tax increment revenues captured by the LBRA shall be governed by the terms of a Reimbursement Agreement. No costs of eligible activities will be qualified for reimbursement except to the extent permitted in accordance with the terms and conditions of the Reimbursement Agreement and Section 2 of Act 381 of 1996, as amended (MCL 125.2652). The Reimbursement

Agreement and this Plan will dictate the total cost of eligible activities subject to payment. As long as the total cost limit described in this Plan is not exceeded, line item costs of eligible activities may be adjusted after the date this Plan is approved by the City of Lansing City Council.

## 5. Captured Taxable Value and Tax Increment Revenues

The costs of eligible activities included in, and authorized by, this Plan will be reimbursed with incremental local only tax revenues generated by the Property redevelopment and captured by the LBRA. The LBRA will not be obligated to reimburse the Developer for Eligible Activities completed after December 31, 2019. Reimbursement of Eligible Activities completed after December 31, 2019 will be evaluated by the LBRA on a case-by-case basis.

The taxable value of the Property at the completion of this Brownfield Plan was $550,550 which is the initial taxable value for this Plan. The new projected taxable value for 2020 was estimated at $2,000,000 upon completion of the Project. Estimated taxable values were based on estimates determined by the Project's development team. The actual taxable value will be determined by the City's Assessor after the Project is completed.

It is estimated that the LBRA will capture tax increment revenues from 2019 through 2034 to reimburse the Developer and the LBRA for the cost of eligible activities, pay for the LBRA's administration of the Plan and make deposits into the LBRA's Local Brownfield Revolving Fund (LBRF). Ten percent of the local taxes generated by the increase in taxable value will be returned to the taxing units.

The captured incremental taxable value and associated tax increment revenue will be determined by the City Assessor. The actual increased taxable value of the land and all future taxable improvements on the Property may vary. Furthermore, the amount of tax increment revenue available under this Plan will be based on the actual millage levied annually by each local taxing jurisdiction on the increase in tax value resulting from the redevelopment project that is eligible and approved for capture.

## 6. Method of Brownfield Plan Financing

The Developer is ultimately responsible for providing financing for the costs of eligible activities included in this Plan.

The inclusion of eligible activities and estimates of cost to be reimbursed in this Plan are intended to authorize the LBRA to fund such reimbursements. Reimbursements under the Reimbursement Agreement shall not exceed the cost of eligible activities and reimbursement limits described in this Plan.

In addition to reimbursement to the LBRA for its costs associated with the Project under the LBRF, the LBRA will be reimbursed for its costs to administer the Plan by utilizing 5% of the new local taxes captured per year for the duration of the Plan. The LBRA will also deposit 5% of the new local taxes captured per year for the duration of the Plan for deposit into its LBRF. Total deposits into the LBRF will not exceed the sum total equivalent to 5 years of local tax increment revenue.

## 7. Amount of Note or Bonded Indebtedness Incurred

None.

## 8. Duration of the Brownfield Plan

Unless amended by the Lansing City Council, the Plan is anticipated to remain in effect until all approved activities in this plan are covered or until the end of the year 2034, whichever occurs first.

## 9. Estimated Impact on Taxing Jurisdictions

The following table presents a summary of the new tax revenues generated by the taxing jurisdictions whose millage is subject to capture by the LBRA under this Plan. These are estimations based on the residential and commercial components of the proposed redevelopment.

| **Projected Impact to Taxing Jurisdictions** | | | |
|---|---|---|---|
| **Taxing Unit** | **New Taxes to Taxing Units*** | **New Taxes for BRA Administration, LBRF Deposits and Developer Reimbursement** | **Total New Taxes** |
| Lansing Operating | $ 45,314 | $ 407,822 | $ 453,136 |
| Ingham County | $ 7,646 | $ 68,810 | $ 76,455 |
| Ingham County Sum | $ 15,850 | $ 142,654 | $ 158,504 |
| Airport Authority | $ 1,629 | $ 14,664 | $ 16,293 |
| CATA | $ 7,009 | $ 63,082 | $ 70,092 |
| Capital Area District Library | $ 3,636 | $ 32,726 | $ 36,363 |
| Potter Park Zoo | $ 956 | $ 8,601 | $ 9,557 |
| Lansing Community College | $ 8,874 | $ 79,869 | $ 88,744 |
| Ingham Inter. School District | $ 10,970 | $ 98,729 | $ 109,699 |
| Lansing School District Operating | $ 419,570 | $ 0 | $ 419,570 |
| State Education Tax (6 mills) | $ 139,857 | $ 0 | $ 139,857 |
| State Education Tax to SBRF** | $ 0 | $ 0 | $ 0 |
| City Debt | $ 6,060 | $ 0 | $ 6,060 |
| School Debt | $ 107,224 | $ 0 | $ 107,224 |
| **Total** | **$ 774,596** | **$ 916,958** | **$ 1,691,554** |

* Increased by investment, but not captured for TIF reimbursement
** State Brownfield Revolving Fund

Additional information related to the impact of tax increment financing on the various taxing jurisdictions is presented in Table 2.

## 10. Legal Description & Site Map

The Property location and boundaries are shown on Figures 1 and 2. The legal description of the Property is provided in Attachment A.

## 11. Personal Property

This Brownfield Plan will capture incremental tax revenues resulting from personal property to the extent they are available.

## 12. Displacement of Persons

No persons will be displaced as a result of this project.

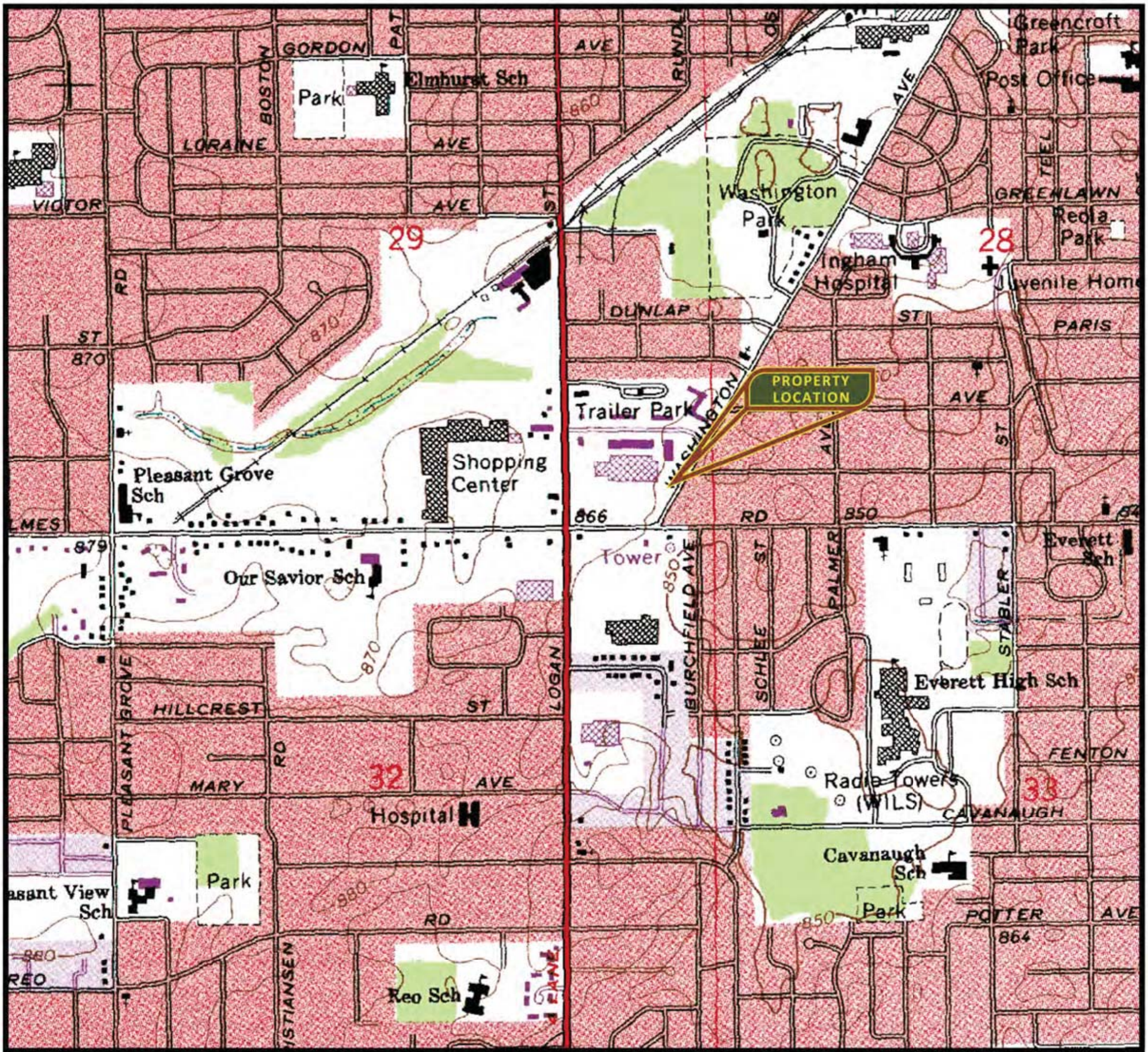
## 13. LBRA Local Brownfield Revolving Fund

No Local Site Revolving Funds will be used on this Brownfield Plan. Additionally, the LBRA will capture 5% of the new local taxes per year until the Developer's costs have been fully reimbursed for deposit into the LBRF. The LBRA will then capture all available tax increment revenues for up to an additional 5 years for deposit into the LBRF as permitted by Act 381. Total deposits into the LBRF will not exceed the sum total equivalent to 5 years of local tax increment revenue.

## 14. Other Information

The LBRA and the Lansing City Council, in accordance with the Act, may amend this Plan in the future in order to fund additional eligible activities associated with the Project described herein.

## FIGURES




# FIGURE 1
# PROPERTY LOCATION

**930 W. HOLMES ROAD**
**LANSING, MICHIGAN 48910**

**INGHAM COUNTY**
**T.04 N., R 02 W., SECTION 29**

**PROJECT NUMBER: 18-1917**

**ADAPTED FROM MI GEOGRAPHIC DATA LIBRARY DRG**

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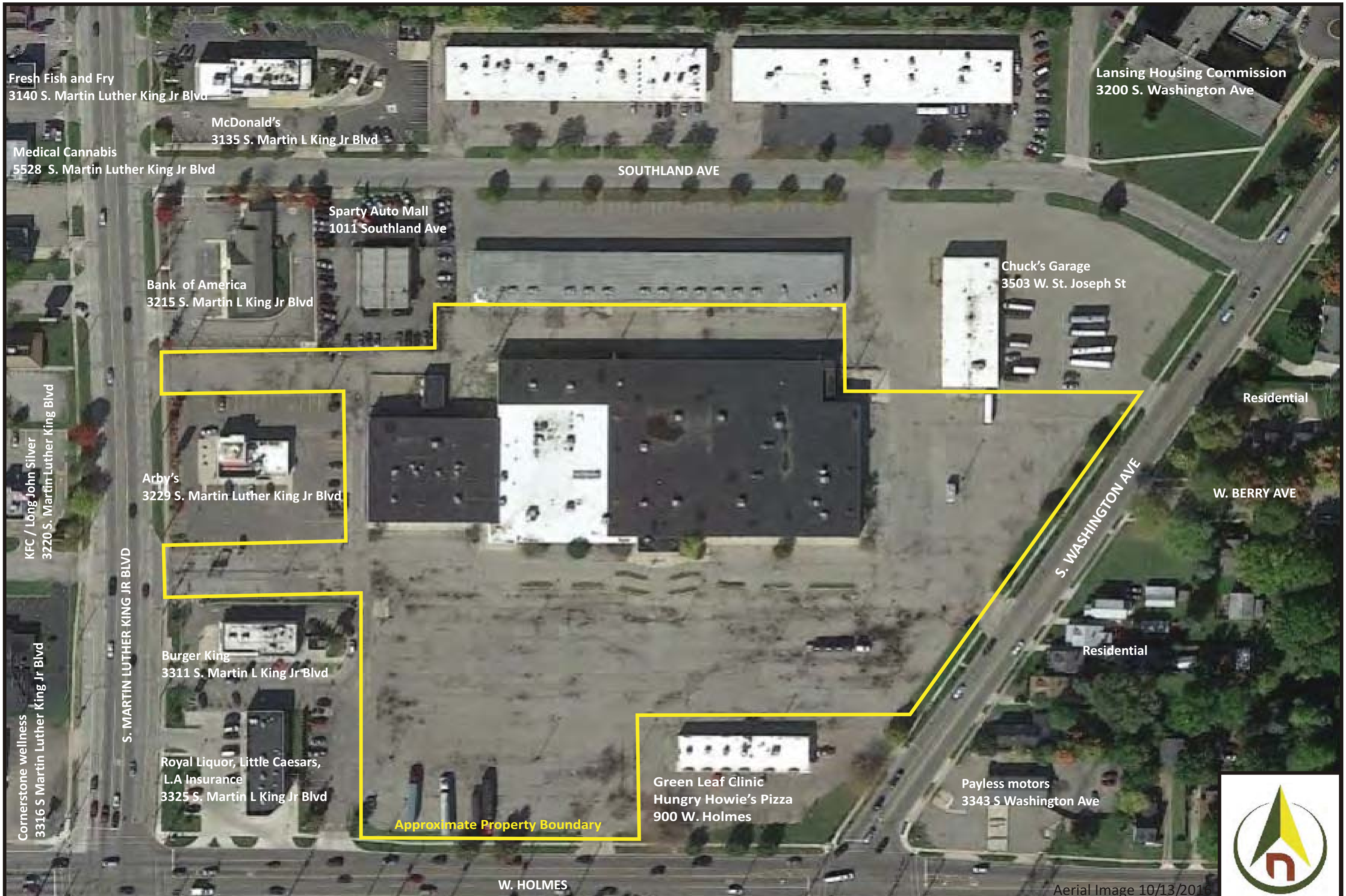


| TRITERRA | FIGURE 2 | 930 W. HOLMES<br>LANSING, MICHIGAN 48910 |
|---|---|---|
| | PROPERTY ORIENTATION DIAGRAM | |
| | PROJECT NUMBER: 18-1917 | DIAGRAM CREATED BY: GAR DATE: 7/27/2018 |

# TABLES

**Table 1**
**Brownfield Eligible Activities**
**930 W. Holmes Road**
**Lansing, MI**
*August 28, 2018*

| | | | | | REIMBURSEMENT ALLOCATION | | |
|---|---|---|---|---|---|---|---|
| *ELIGIBLE ACTIVITIES* | NO. OF UNITS | UNIT TYPE | UNIT RATE | ESTIMATED TOTAL COST | DEQ ACTIVITIES | MSF ACTIVITIES | LOCAL-ONLY ACTIVITIES |
| **DEQ ELIGIBLE ACTIVITIES** | | | | | | | |
| **Department Specific Activities** | | | | | | | |
| Phase I Environmental Site Assessment | 1 | LS | $ 1,800 | $ 1,800 | | | $ 1,800 |
| **DEQ ELIGIBLE ACTIVITIES SUB-TOTAL** | | | | **$ 1,800** | **$ -** | **$ -** | **$ 1,800** |
| **MSF ELIGIBLE ACTIVITIES** | | | | | | | |
| **Asbestos and Lead Activities** | | | | | | | |
| Asbestos - Abatement | 1 | LS | $ 53,700 | $ 53,700 | | | $ 53,700 |
| ***Subtotal Asbestos and Lead Activities*** | | | | ***$ 53,700*** | | ***$ -*** | ***$ 53,700*** |
| **Demolition** | | | | | | | |
| Demolition - Site/Asphalt Removal | 1 | LS | $ 100,000 | $ 100,000 | | | $ 100,000 |
| Demolition - Soft Costs including Permits / Disconnect Fees | 1 | LS | $ 15,000 | $ 15,000 | | | $ 15,000 |
| ***Subtotal Demolition Activities*** | | | | ***$ 115,000*** | | ***$ -*** | ***$ 115,000*** |
| **Infrastructure Improvements** | | | | | | | |
| On-Site Improvements - Patching & Repairing Asphalt/Concrete, Lighting, Landscaping | 1 | | $ 100,000 | $ 100,000 | | | $ 100,000 |
| Entrance Improvements - Curbs, Gutters, Pavement/Approaches in Right of Way | 1 | LS | $ 109,700 | $ 109,700 | | | $ 109,700 |
| Lighting in Right of Way | 1 | | $ 40,500 | $ 40,500 | | | $ 40,500 |
| Landscaping in Right of Way & Greenspaces/Public Areas | 1 | | $ 184,725 | $ 184,725 | | | $ 184,725 |
| Infrastructure Improvements - Soft Costs | 1 | | $ 59,700 | $ 59,700 | | | $ 59,700 |
| ***Subtotal Infrastructure Improvement Activities*** | | | | ***$ 494,625*** | | ***$ -*** | ***$ 494,625*** |
| **MSF ELIGIBLE ACTIVITIES SUB-TOTAL** | | | | **$ 663,325** | **$ -** | **$ -** | **$ 663,325** |
| **MSF AND DEQ ELIGIBLE ACTIVITIES SUB-TOTAL** | | | | **$ 665,125** | **$ -** | **$ -** | **$ 665,125** |
| Brownfield Plan Preparation | | | | $ 10,000 | $ - | $ - | $ 10,000 |
| Interest (3%, simple) | | | | $ 150,137 | | | $ 150,137 |
| **TOTAL ELIGIBLE COST FOR REIMBURSEMENT:** | | | | **$ 825,262** | **$ -** | **$ -** | **$ 825,262** |
| State Brownfield Revolving Fund | | | | $ - | | | |
| BRA Administrative Fees | | | | $ 45,848 | | | |
| Local Brownfield Revolving Fund (LBRF) | | | | $ 45,848 | | | |
| **GRAND TOTAL** | | | | **$ 916,958** | | | |
| | | | | | *0.00%* | *0.00%* | *100.00%* |

**NOTES:**
**These costs and revenue projections should be considered approximate estimates based on expected conditions and available information. It cannot be guaranteed that the costs and revenue projections will not vary from these estimates.**
**Costs for Phase I ESA, Phase II ESA, Baseline Environmental Assessment, Asbestos Survey, Brownfield Plan and Act 381 Work Plan are excluded from contigency calculation.**

**Table 2**
**Tax Increment Revenue Capture Estimates**
**930 W. Holmes Road**
**Lansing, MI**
*August 28, 2018*

Estimated Taxable Value (TV) Increase Rate: 1% per year

| | | | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Plan Year** | | | | **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **10** | **11** |
| Base TV | | | $ 550,000 | $ 550,000 | $ 550,000 | $ 550,000 | $ 550,000 | $ 550,000 | $ 550,000 | $ 550,000 | $ 550,000 | $ 550,000 | $ 550,000 | $ 550,000 |
| Estimated New TV | | | $ 550,000 | $ 1,000,000 | $ 2,000,000 | $ 2,020,000 | $ 2,040,200 | $ 2,060,602 | $ 2,081,208 | $ 2,102,020 | $ 2,123,040 | $ 2,144,271 | $ 2,165,713 | $ 2,187,371 |
| Incremental Difference (New TV - Base TV) | | | $ - | $ 450,000 | $ 1,450,000 | $ 1,470,000 | $ 1,490,200 | $ 1,510,602 | $ 1,531,208 | $ 1,552,020 | $ 1,573,040 | $ 1,594,271 | $ 1,615,713 | $ 1,637,371 |
| **School Capture** | **Millage Rate** | | | | | | | | | | | | | |
| School Operating | 0.0000 | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| State Education Tax (SET) | 0.0000 | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| School Total: | 0.0000 | *0.00%* | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| **Local Capture** | **Millage Rate** | | | | | | | | | | | | | |
| Lansing Operating | 19.4400 | | $ - | $ 8,748 | $ 28,188 | $ 28,577 | $ 28,969 | $ 29,366 | $ 29,767 | $ 30,171 | $ 30,580 | $ 30,993 | $ 31,409 | $ 31,830 |
| Ingham County | 3.2800 | | $ - | $ 1,476 | $ 4,756 | $ 4,822 | $ 4,888 | $ 4,955 | $ 5,022 | $ 5,091 | $ 5,160 | $ 5,229 | $ 5,300 | $ 5,371 |
| Ingham County Sum | 6.8000 | | $ - | $ 3,060 | $ 9,860 | $ 9,996 | $ 10,133 | $ 10,272 | $ 10,412 | $ 10,554 | $ 10,697 | $ 10,841 | $ 10,987 | $ 11,134 |
| Airport Authority | 0.6990 | | $ - | $ 315 | $ 1,014 | $ 1,028 | $ 1,042 | $ 1,056 | $ 1,070 | $ 1,085 | $ 1,100 | $ 1,114 | $ 1,129 | $ 1,145 |
| CATA | 3.0070 | | $ - | $ 1,353 | $ 4,360 | $ 4,420 | $ 4,481 | $ 4,542 | $ 4,604 | $ 4,667 | $ 4,730 | $ 4,794 | $ 4,858 | $ 4,924 |
| Capital Area District Library | 1.5600 | | $ - | $ 702 | $ 2,262 | $ 2,293 | $ 2,325 | $ 2,357 | $ 2,389 | $ 2,421 | $ 2,454 | $ 2,487 | $ 2,521 | $ 2,554 |
| Potter Park Zoo | 0.4100 | | $ - | $ 185 | $ 595 | $ 603 | $ 611 | $ 619 | $ 628 | $ 636 | $ 645 | $ 654 | $ 662 | $ 671 |
| Lansing Community College | 3.8072 | | $ - | $ 1,713 | $ 5,520 | $ 5,597 | $ 5,673 | $ 5,751 | $ 5,830 | $ 5,909 | $ 5,989 | $ 6,070 | $ 6,151 | $ 6,234 |
| Ingham Intermediate School District | 4.7062 | | $ - | $ 2,118 | $ 6,824 | $ 6,918 | $ 7,013 | $ 7,109 | $ 7,206 | $ 7,304 | $ 7,403 | $ 7,503 | $ 7,604 | $ 7,706 |
| Local Total: | 43.7094 | *100.00%* | **$ -** | **$ 19,669** | **$ 63,379** | **$ 64,253** | **$ 65,136** | **$ 66,028** | **$ 66,928** | **$ 67,838** | **$ 68,757** | **$ 69,685** | **$ 70,622** | **$ 71,568** |
| Total Capturable Taxes: | 43.7094 | *100.00%* | **$ -** | **$ 19,669** | **$ 63,379** | **$ 64,253** | **$ 65,136** | **$ 66,028** | **$ 66,928** | **$ 67,838** | **$ 68,757** | **$ 69,685** | **$ 70,622** | **$ 71,568** |
| **Non-Capturable Millages - New Tax Revenue** | **Millage Rate** | | | | | | | | | | | | | |
| Lansing Debt | 0.2600 | | $ - | $ 117 | $ 377 | $ 382 | $ 387 | $ 393 | $ 398 | $ 404 | $ 409 | $ 415 | $ 420 | $ 426 |
| Lansing School Debt | 4.6000 | | $ - | $ 2,070 | $ 6,670 | $ 6,762 | $ 6,855 | $ 6,949 | $ 7,044 | $ 7,139 | $ 7,236 | $ 7,334 | $ 7,432 | $ 7,532 |
| Total Non-Capturable Taxes: | 4.8600 | | | | | | | | | | | | | |

Notes:

**Table 2**
**Tax Increment Revenue Capture Estimates**
**930 W. Holmes Road**
**Lansing, MI**
*August 28, 2018*

| Estimated Taxable Value (TV) Increase Rate: | | 2030 | 2031 | 2032 | 2033 | 2034 | | | |
|---|---|---|---|---|---|---|---|---|---|
| **Plan Year** | | 12 | 13 | 14 | 15 | 16 | | | |
| Base TV | | $ 550,000 | $ 550,000 | $ 550,000 | $ 550,000 | $ 550,000 | | | |
| Estimated New TV | | $ 2,209,244 | $ 2,231,337 | $ 2,253,650 | $ 2,276,187 | $ 2,298,948 | | | |
| Incremental Difference (New TV - Base TV) | | $ 1,659,244 | $ 1,681,337 | $ 1,703,650 | $ 1,726,187 | $ 664,615 | | | |
| **School Capture** | **Millage Rate** | | | | | | | | |
| School Operating | 0.0000 | $ - | $ - | $ - | $ - | $ - | **$ -** | | |
| State Education Tax (SET) | 0.0000 | $ - | $ - | $ - | $ - | $ - | **$ -** | | |
| School Total: | 0.0000 | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | | |
| **Local Capture** | **Millage Rate** | | | | | | | | |
| Lansing Operating | 19.4400 | $ 32,256 | $ 32,685 | $ 33,119 | $ 33,557 | $ 12,920 | **$ 453,136** | $ 45,314 | $ 407,822 |
| Ingham County | 3.2800 | $ 5,442 | $ 5,515 | $ 5,588 | $ 5,662 | $ 2,180 | **$ 76,455** | $ 7,646 | $ 68,810 |
| Ingham County Sum | 6.8000 | $ 11,283 | $ 11,433 | $ 11,585 | $ 11,738 | $ 4,519 | **$ 158,504** | $ 15,850 | $ 142,654 |
| Airport Authority | 0.6990 | $ 1,160 | $ 1,175 | $ 1,191 | $ 1,207 | $ 465 | **$ 16,293** | $ 1,629 | $ 14,664 |
| CATA | 3.0070 | $ 4,989 | $ 5,056 | $ 5,123 | $ 5,191 | $ 1,998 | **$ 70,092** | $ 7,009 | $ 63,082 |
| Capital Area District Library | 1.5600 | $ 2,588 | $ 2,623 | $ 2,658 | $ 2,693 | $ 1,037 | **$ 36,363** | $ 3,636 | $ 32,726 |
| Potter Park Zoo | 0.4100 | $ 680 | $ 689 | $ 698 | $ 708 | $ 272 | **$ 9,557** | $ 956 | $ 8,601 |
| Lansing Community College | 3.8072 | $ 6,317 | $ 6,401 | $ 6,486 | $ 6,572 | $ 2,530 | **$ 88,744** | $ 8,874 | $ 79,869 |
| Ingham Intermediate School District | 4.7062 | $ 7,809 | $ 7,913 | $ 8,018 | $ 8,124 | $ 3,128 | **$ 109,699** | $ 10,970 | $ 98,729 |
| Local Total: | 43.7094 | **$ 72,525** | **$ 73,490** | **$ 74,466** | **$ 75,451** | **$ 29,050** | **$ 1,018,842** | **$ 101,884** | **$ 916,958** |
| Total Capturable Taxes: | 43.7094 | **$ 72,525** | **$ 73,490** | **$ 74,466** | **$ 75,451** | **$ 29,050** | | | |
| **Non-Capturable Millages - New Tax Revenue** | **Millage Rate** | | | | | | | | |
| Lansing Debt | 0.2600 | $ 431 | $ 437 | $ 443 | $ 449 | $ 173 | **$ 6,060** | $ 606 | $ 5,454 |
| Lansing School Debt | 4.6000 | $ 7,633 | $ 7,734 | $ 7,837 | $ 7,940 | $ 3,057 | **$ 107,224** | $ 10,722 | $ 96,501 |
| Total Non-Capturable Taxes: | 4.8600 | | | | | | **$ 113,284** | **$ 19,844** | **$ 178,598** |

**Table 3**
**Tax Increment Revenue Reimbursement Allocation Table**
**930 W. Holmes Road**
**Lansing, MI**
*August 28, 2018*

| Developer/LBRA Projected Reimbursement | Proportionality | School & Local Taxes | Local-Only Taxes | Total |
|---|---|---|---|---|
| **State** | 0.0% | $ - | | $ - |
| **Local** | 100.0% | $ - | $ 825,262 | $ - |
| **TOTAL** | | $ - | $ 825,262 | $ - |
| DEQ | 0.00% | $ - | | |
| MSF | 0.00% | $ - | | |

| | |
|---|---|
| **Estimated Total Years of Plan:** | 16 |

| **Administrative Fees & Loan Funds*** | |
|---|---|
| State Brownfield Revolving Fund | $ - |
| BRA Administrative Fees | $ 45,848 |
| Local Brownfield Revolving Fund | $ 45,848 |

* During the life of the Plan

| | 2018 | 2019<br>1 | 2020<br>2 | 2021<br>3 | 2022<br>4 | 2023<br>5 | 2024<br>6 | 2025<br>7 | 2026<br>8 | 2027<br>9 | 2028<br>10 | 2029<br>11 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Available Tax Increment Revenue (TIR)** | | | | | | | | | | | | |
| Total State Tax Capture Available | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Capture for State Brownfield Revolving Fund (3 mills of SET) (25-Yrs) | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| State Tax Increment to Taxing Unit (10%) ("Pass-Through") | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| State TIR Available for Reimbursement to Developer | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Total Local Tax Capture Available | $ - | $ 19,669 | $ 63,379 | $ 64,253 | $ 65,136 | $ 66,028 | $ 66,928 | $ 67,838 | $ 68,757 | $ 69,685 | $ 70,622 | $ 71,568 |
| Local Tax Increment to Taxing Unit (10%) ("Pass-Through") | $ - | $ 1,967 | $ 6,338 | $ 6,425 | $ 6,514 | $ 6,603 | $ 6,693 | $ 6,784 | $ 6,876 | $ 6,968 | $ 7,062 | $ 7,157 |
| Capture for BRA Administrative Fees (5% of available Local TIR) | $ - | $ 885 | $ 2,852 | $ 2,891 | $ 2,931 | $ 2,971 | $ 3,012 | $ 3,053 | $ 3,094 | $ 3,136 | $ 3,178 | $ 3,221 |
| Capture for Local Brownfield Revolving Fund (LBRF) (5% of available Local TIR) | $ - | $ 885 | $ 2,852 | $ 2,891 | $ 2,931 | $ 2,971 | $ 3,012 | $ 3,053 | $ 3,094 | $ 3,136 | $ 3,178 | $ 3,221 |
| Local TIR Available for Reimbursement to Developer | $ - | $ 15,932 | $ 51,337 | $ 52,045 | $ 52,760 | $ 53,482 | $ 54,212 | $ 54,949 | $ 55,693 | $ 56,445 | $ 57,204 | $ 57,970 |
| Total State & Local TIR Available for Reimbursement to Developer | $ - | $ 15,932 | $ 51,337 | $ 52,045 | $ 52,760 | $ 53,482 | $ 54,212 | $ 54,949 | $ 55,693 | $ 56,445 | $ 57,204 | $ 57,970 |

| **DEVELOPER and LBRA** | Beginning Balance | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | $ 825,262 | **$ 825,262** | **$ 809,330** | **$ 757,993** | **$ 705,948** | **$ 653,188** | **$ 599,706** | **$ 545,494** | **$ 490,546** | **$ 434,853** | **$ 378,408** | **$ 321,205** | **$ 263,234** |
| MSF Eligible Activities | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| State Tax Reimbursement | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Local Tax Reimbursement | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| DEQ Eligible Activities | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| State Tax Reimbursement | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Local Tax Reimbursement | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| LOCAL-ONLY Activities | $ 825,262 | $ 825,262 | $ 809,330 | $ 757,993 | $ 705,948 | $ 653,188 | $ 599,706 | $ 545,494 | $ 490,546 | $ 434,853 | $ 378,408 | $ 321,205 | $ 263,234 |
| Local-Only Tax Reimbursement | $ 825,262 | $ - | $ 15,932 | $ 51,337 | $ 52,045 | $ 52,760 | $ 53,482 | $ 54,212 | $ 54,949 | $ 55,693 | $ 56,445 | $ 57,204 | $ 57,970 |
| **TOTAL ANNUAL DEVELOPER/LBRA REIMBURSEMENT** | | **$ -** | **$ 15,932** | **$ 51,337** | **$ 52,045** | **$ 52,760** | **$ 53,482** | **$ 54,212** | **$ 54,949** | **$ 55,693** | **$ 56,445** | **$ 57,204** | **$ 57,970** |

**Table 3**
**Tax Increment Revenue Reimbursement Allocation Table**
**930 W. Holmes Road**
**Lansing, MI**
*August 28, 2018*

| | 2030<br>12 | 2031<br>13 | 2032<br>14 | 2033<br>15 | 2034<br>16 | TOTALS |
|---|---|---|---|---|---|---|
| **Available Tax Increment Revenue (TIR)** | | | | | | |
| Total State Tax Capture Available | $ - | $ - | $ - | $ - | $ - | |
| Capture for State Brownfield Revolving Fund (3 mills of SET) (25-Yrs) | $ - | $ - | $ - | $ - | $ - | **$ -** |
| State Tax Increment to Taxing Unit (10%) ("Pass-Through") | $ - | $ - | $ - | $ - | $ - | **$ -** |
| State TIR Available for Reimbursement to Developer | $ - | $ - | $ - | $ - | $ - | |
| Total Local Tax Capture Available | $ 72,525 | $ 73,490 | $ 74,466 | $ 75,451 | $ 29,050 | |
| Local Tax Increment to Taxing Unit (10%) ("Pass-Through") | $ 7,252 | $ 7,349 | $ 7,447 | $ 7,545 | $ 2,905 | **$ 101,884** |
| Capture for BRA Administrative Fees (5% of available Local TIR) | $ 3,264 | $ 3,307 | $ 3,351 | $ 3,395 | $ 1,307 | **$ 45,848** |
| Capture for Local Brownfield Revolving Fund (LBRF) (5% of available Local TIR) | $ 3,264 | $ 3,307 | $ 3,351 | $ 3,395 | $ 1,307 | **$ 45,848** |
| Local TIR Available for Reimbursement to Developer | $ 58,745 | $ 59,527 | $ 60,317 | $ 61,115 | $ 23,530 | |
| Total State & Local TIR Available for Reimbursement to Developer | $ 58,745 | $ 59,527 | $ 60,317 | $ 61,115 | $ 23,530 | |
| **DEVELOPER and LBRA** | | | | | | |
| | **$ 204,489** | **$ 144,962** | **$ 84,645** | **$ 23,530** | **$ (0)** | |
| MSF Eligible Activities | $ - | $ - | $ - | $ - | $ - | |
| State Tax Reimbursement | $ - | $ - | $ - | $ - | $ - | $ - |
| Local Tax Reimbursement | $ - | $ - | $ - | $ - | $ - | $ - |
| DEQ Eligible Activities | $ - | $ - | $ - | $ - | $ - | |
| State Tax Reimbursement | $ - | $ - | $ - | $ - | $ - | $ - |
| Local Tax Reimbursement | $ - | $ - | $ - | $ - | $ - | $ - |
| LOCAL-ONLY Activities | $ 204,489 | $ 144,962 | $ 84,645 | $ 23,530 | $ (0) | |
| Local-Only Tax Reimbursement | $ 58,745 | $ 59,527 | $ 60,317 | $ 61,115 | $ 23,530 | **$ 825,262** |
| **TOTAL ANNUAL DEVELOPER/LBRA REIMBURSEMENT** | **$ 58,745** | **$ 59,527** | **$ 60,317** | **$ 61,115** | **$ 23,530** | |

# Attachment A

## Legal Description of the Property

**LEGAL DESCRIPTION –**

**930 W. Holmes Road, Lansing, Michigan (33-01-01-29-477-082)**

A PORT OF LOT 17 SOUTHLAND PLAZA A SUBDIVISION SITUATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 29, (T4N, R2W), STATE OF MICHIGAN, COUNTY OF INGHAM, CITY OF LANSING, AS RECORDED IN LIBER 23, PAGE 13 & 14, INGHAM COUNTY RECORDS. COMMENCING AT 1/2 " BAR IN CONCRETE AT THE NORTHEAST CORNER OF LOT 17 SOUTHLAND PLAZA A SUBDIVISION SITUATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 29, (T4N, R2W), STATE OF MICHIGAN, COUNTY OF INGHAM, CITY OF LANSING; THENCE S31DEG05'54"W, 224.52 FEET ALONG THE NORTHWESTERLY LINE OF WASHINGTON AVENUE TO A 5/8 "X30" STEEL BAR & CAP #51489 AT THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE CONTINUING S31DEG 05'54"W, 441.89 FEET ALONG SAID RIGHT OF WAY LINE TO O FOUND CONCRETE MONUMENT AT THE SOUTHEAST CORNER OF SAID LOT 17; THENCE N89DEG 56 '21 "W, 251.16 FEET ALONG THE SOUTH LINE OF SAID LOT 17 TO. A FOUND BAR; THENCE S00DEG '23 ' 11 "E, 133.06 FEET (RECORDED AS 133,78 FEET) ALONG THE EAST LINE OF SAID LOT 17 TO A 5/8"X30" STEEL BAR & COP #51489 ON THE NORTH RIGHT OF WAY LINE OF HOLMES ROOD; THENCE N89DEG 56'21 "W, 313.25 FEET ALONG THE NORTH RIGHT OF WAY LINE OF HOLMES ROAD TO A 5/8 "X30 " STEEL BAR & CAP #51489; THENCE N01DEG 14 '22 "E, 290.00 FEET TO A 5/8 "X30 " STEEL BAR & CAP #51489; THENCE S89DEG 53'57 "W, 224.00 FEET TO A FOUND BAR & COP #16053 ON THE EASTERLY RIGHT OF WAY LINE MARTIN LUTHER KING JUNIOR BOULEVARD (STATE HIGHWAY. M-99); THENCE ALONG SAID RIGHT OF WAY LINE, NORTHWESTERLY 58.70 FEET ALONG A CURVE TO THE LEFT SAID CURVE HAVING A RADIUS OF 7129,89 FEET,WITH A CENTRAL ANGLE OF 00DEG 28'18 ' AND A LONG CHORD OF 58.70 FEET BEARING N00DEG 05 '51 "W TO O FOUND BAR & CAP #16053; THENCE N 89DEG 59 ' 13 "E, 199.80 FEET TO A FOUND BAR & CAP #16053; THENCE N 00DEG 00 '36"E, 194.93 FEET TO A FOUND BAR & COP #16053; THENCE N 89DEG 59 '39 "W, 203.63 FEET TO A FOUND BAR & CAP #16053 ON THE EASTERLY RIGHT OF WAY LINE MARTIN LUTHER KING JUNIOR BOULEVARD (STATE HIGHWAY M-99); THENCE ALONG SAID RIGHT OF WAY LINE, NORTHWESTERLY 54.84 FEET ALONG A CURVE TO THE LEFT SAID CURVE HAVING A RADIUS OF 7129.89 FEET WITH A CENTRAL ANGLE OF 00'26 '27 "AND A LONG CHORD OF 54.84 FEET BEARING N 02 DEG 07'16"W TO A FOUND BAR & CAP #16053 AT THE SOUTHWEST CORNER OF LOT 16 OF SAID SOUTHLAND PLAZA; THENCE N 89DEG '58'10"E, 396.51 FEET ALONG THE NORTH LINE OF LOT 17 TO A FOUND BAR AT THE SOUTHEAST CORNER OF LOT 14; THENCE N 00DEG 10 '39 "W, 52.31 FEET TO A FOUND BAR AT AN INTERIOR CORNER OF LOT 14; THENCE S 89DEG 56 '56 "E, 493.12 FEET (RECORDED AS EAST, 493.39 FEET) ALONG THE NORTH LINE FOUND BAR AT THE SOUTHEAST CORNER OF LOT 10: THENCE S 00DEG 04'28 "W, 140.34 FEET TO A 5/8"X30 " STEEL BAR & CAP #51489; THENCE N89'55 ' 05 "E, 226.25 FEET TO THE POINT OF BEGINNING.

# Attachment B

## Letter of Functional Obsolescence

CITYASSESSORS OFFICE

Andy Schor, Mayor

**Sharon Frischman, Assessor**

3rd Floor City Hall
124 West Michigan Avenue
Lansing, Michigan 48933
(517) 483-7624
FAX: (517) 483-4101
www.lansingmi.gov/City-Assessor

## Functional Obsolescence Determination

Property Address: 930 W. Holmes
Lansing, MI 48910

The property was inspected on March 18,2018. The subject property is a single tenant office building that was originally constructed as a single tenant retail building.

The site is approximately 9 acres, most of which is paved with asphalt. The building is 102,206 square feet and built in 1968.

The land to building ratio is 4:1. The size of the building and parking lot are larger than what the current market desires. The building's size for retail would be on par with the "big box" buildings. However, the building height is inferior for big box retail. Most big box retailers would likely demolish the building and build with modern materials at modern specifications for warehouse type retail.

The demand for office space, especially single tenant office space is very low outside of the central business district.

The maintenance costs for the parking lot and building will be high in relation to any rents received for a building of this size.

The building and land improvements suffer from at least 50% functional obsolescence.

Sharon L. Frischman, MMAO, MCGA

4-27-18
Date

Material Not Available at the time the packet was published.
Please continue to check back for updates on this document

CITY OF LANSING
TREASURER'S OFFICE/INCOME TAX DIVISION
Room G-29, First Floor, City Hall
124 W Michigan Ave
Lansing, Michigan 48933
(517) 483-4114
FAX (517) 483-6084

Andy Shcor, Mayor

# City Clerk License Checklist

August 24, 2018

Name (RA): Robert McCormack

Business Name: 930 W Holmes LLC

[redacted]

[redacted]

Delinquent Income Taxes: ☐ Yes ☒ No If due, amount:

Comments:

---

Real Property Address: 930 W Holmes

Parcel #

Delinquent Real Property: ☐ Yes ☒ No If due, amount:

Comments:

---

Personal Property Address: 930 W Holmes

Personal Property Tax #: 33010129477082

Delinquent Real Property: ☐ Yes ☒ No If due, amount:

Comments:

---

Apl Wallis
Reviewed by

8/24/18
Date

Sammy Gard

Approval: ☑ Yes ☐ No

City of Lansing
Notice of Public Hearing

The Lansing City Council will hold a public hearing on **(INSERT DATE)** at 7:00 p.m. in the City Council Chambers, 10th Floor, Lansing City Hall, Lansing, MI, for the purpose stated below:

To afford an opportunity for all residents, taxpayers of the City of Lansing, other interested persons and ad valorem taxing units to appear and be heard on the approval of Brownfield Plan #74 – 930 W. Holmes Rd. Redevelopment Project pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, Public Act 381 of 1996, as amended, for property commonly referred to as 930 W. Holmes Rd. located in the City of Lansing, but more particularly described as:

930 W. Holmes Rd. Lansing, MI 48910, Parcel #: 33-01-01-29-477-082; A PORT OF LOT 17 SOUTHLAND PLAZA A SUBDIVISION SITUATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 29, (T4N, R2W), STATE OF MICHIGAN, COUNTY OF INGHAM, CITY OF LANSING, AS RECORDED IN LIBER 23, PAGE 13 & 14, INGHAM COUNTY RECORDS. COMMENCING AT 1/2 " BAR IN CONCRETE AT THE NORTHEAST CORNER OF LOT 17 SOUTHLAND PLAZA A SUBDIVISION SITUATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 29, (T4N, R2W), STATE OF MICHIGAN, COUNTY OF INGHAM, CITY OF LANSING; THENCE S31DEG05'54"W, 224.52 FEET ALONG THE NORTHWESTERLY LINE OF WASHINGTON AVENUE TO A 5/8 "X30" STEEL BAR & CAP #51489 AT THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE CONTINUING S31DEG 05'54"W, 441.89 FEET ALONG SAID RIGHT OF WAY LINE TO O FOUND CONCRETE MONUMENT AT THE SOUTHEAST CORNER OF SAID LOT 17; THENCE N89DEG 56 '21 "W, 251.16 FEET ALONG THE SOUTH LINE OF SAID LOT 17 TO. A FOUND BAR; THENCE S00DEG '23 ' 11 "E, 133.06 FEET (RECORDED AS 133,78 FEET) ALONG THE EAST LINE OF SAID LOT 17 TO A 5/8"X30" STEEL BAR & COP #51489 ON THE NORTH RIGHT OF WAY LINE OF HOLMES ROOD; THENCE N89DEG 56'21 "W, 313.25 FEET ALONG THE NORTH RIGHT OF WAY LINE OF HOLMES ROAD TO A 5/8 "X30 " STEEL BAR & CAP #51489; THENCE N01DEG 14 '22 "E, 290.00 FEET TO A 5/8 "X30 " STEEL BAR & CAP #51489; THENCE S89DEG 53'57 "W, 224.00 FEET TO A FOUND BAR & COP #16053 ON THE EASTERLY RIGHT OF WAY LINE MARTIN LUTHER KING JUNIOR BOULEVARD (STATE HIGHWAY. M-99); THENCE ALONG SAID RIGHT OF WAY LINE, NORTHWESTERLY 58.70 FEET ALONG A CURVE TO THE LEFT SAID CURVE HAVING A RADIUS OF 7129,89 FEET,WITH A CENTRAL ANGLE OF 00DEG 28'18 ' AND A LONG CHORD OF 58.70 FEET BEARING N00DEG 05 '51 "W TO O FOUND BAR & CAP #16053; THENCE N 89DEG 59 ' 13 "E, 199.80 FEET TO A FOUND BAR & CAP #16053; THENCE N 00DEG 00 '36"E, 194.93 FEET TO A FOUND BAR & COP #16053; THENCE N 89DEG 59 '39 "W, 203.63 FEET TO A FOUND BAR & CAP #16053 ON THE EASTERLY RIGHT OF WAY LINE MARTIN LUTHER KING JUNIOR BOULEVARD (STATE HIGHWAY M-99); THENCE ALONG

SAID RIGHT OF WAY LINE, NORTHWESTERLY 54.84 FEET ALONG A CURVE TO THE LEFT SAID CURVE HAVING A RADIUS OF 7129.89 FEET WITH A CENTRAL ANGLE OF 00'26 '27 "AND A LONG CHORD OF 54.84 FEET BEARING N 02 DEG 07'16"W TO A FOUND BAR & CAP #16053 AT THE SOUTHWEST CORNER OF LOT 16 OF SAID SOUTHLAND PLAZA; THENCE N 89DEG '58'10"E, 396.51 FEET ALONG THE NORTH LINE OF LOT 17 TO A FOUND BAR AT THE SOUTHEAST CORNER OF LOT 14; THENCE N 00DEG 10 '39 "W, 52.31 FEET TO A FOUND BAR AT AN INTERIOR CORNER OF LOT 14; THENCE S 89DEG 56 '56 "E, 493.12 FEET (RECORDED AS EAST, 493.39 FEET) ALONG THE NORTH LINE FOUND BAR AT THE SOUTHEAST CORNER OF LOT 10: THENCE S 00DEG 04'28 "W, 140.34 FEET TO A 5/8"X30 " STEEL BAR & CAP #51489; THENCE N89'55 ' 05 "E, 226.25 FEET TO THE POINT OF BEGINNING.

Approval of this Brownfield Plan will enable the Lansing Brownfield Redevelopment Authority to capture incremental tax increases which result from the redevelopment of the property to pay for costs associated therewith. Further information regarding this issue, including maps, plats, and a description of the brownfield plan will be available for public inspection and may be obtained from Karl Dorshimer – Director of Business Development, Lansing Economic Area Partnership, 1000 South Washington, Suite 201, Lansing, MI 48912, (517) 702-3387.

Chris Swope
City Clerk

BY THE COMMITTEE ON DEVELOPMENT AND PLANNING
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING
RESOLUTION TO SET A PUBLIC HEARING FOR
BROWNFIELD PLAN #74
930 W. HOLMES RD. REDEVELOPMENT PROJECT

WHEREAS, the Lansing Brownfield Redevelopment Authority has prepared and forwarded an approved Brownfield Plan pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, Public Act 381 of 1996, as amended, for property commonly referred to as 930 W. Holmes Rd. located in the City of Lansing; and

WHEREAS, prior to Council's action on this request, it is necessary to hold a public hearing on the Plan, to allow for any resident, taxpayer or ad valorem taxing unit the right to appear and be heard;

WHEREAS, maps, plats, and a description of the brownfield plan are available for public inspection at the Lansing Economic Area Partnership, 1000 South Washington, Suite 201, Lansing, MI 48912, and that all aspects of the brownfield plan are open for discussion at the public hearing.

NOW, THEREFORE, BE IT RESOLVED that a public hearing be held in the City Council Chambers of the City of Lansing, 10th Floor, Lansing City Hall, Lansing, Michigan, on **(INSERT DATE)** at 7:00 p.m. on Brownfield Plan #74 – 930 W. Holmes Rd. Redevelopment Project under the Brownfield Redevelopment Financing Act, for property more particularly described as:

A PORT OF LOT 17 SOUTHLAND PLAZA A SUBDIVISION SITUATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 29, (T4N, R2W), STATE OF MICHIGAN, COUNTY OF INGHAM, CITY OF LANSING, AS RECORDED IN LIBER 23, PAGE 13 & 14, INGHAM COUNTY RECORDS. COMMENCING AT 1/2 " BAR IN CONCRETE AT THE NORTHEAST CORNER OF LOT 17 SOUTHLAND PLAZA A SUBDIVISION SITUATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 29, (T4N, R2W), STATE OF MICHIGAN, COUNTY OF INGHAM, CITY OF LANSING; THENCE S31DEG05'54"W, 224.52 FEET ALONG THE NORTHWESTERLY LINE OF WASHINGTON AVENUE TO A 5/8 "X30" STEEL BAR & CAP #51489 AT THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE CONTINUING S31DEG 05'54"W, 441.89 FEET ALONG SAID RIGHT OF WAY LINE TO O FOUND CONCRETE MONUMENT AT THE SOUTHEAST CORNER OF SAID LOT 17; THENCE N89DEG 56 '21 "W, 251.16 FEET ALONG THE SOUTH LINE OF SAID LOT 17 TO. A FOUND BAR; THENCE S00DEG '23 ' 11 "E, 133.06 FEET (RECORDED AS 133,78 FEET) ALONG THE EAST LINE OF SAID LOT 17 TO A 5/8"X30" STEEL BAR & COP #51489 ON THE NORTH RIGHT OF WAY LINE OF HOLMES ROOD; THENCE N89DEG 56'21 "W, 313.25 FEET ALONG THE NORTH RIGHT OF WAY LINE OF HOLMES ROAD TO A 5/8 "X30 " STEEL BAR & CAP #51489; THENCE N01DEG 14 '22 "E, 290.00 FEET TO A 5/8 "X30 " STEEL BAR & CAP #51489; THENCE S89DEG 53'57 "W, 224.00 FEET TO A FOUND BAR & COP #16053 ON THE EASTERLY RIGHT OF WAY LINE MARTIN

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And that the City Clerk cause notice of such hearing to be published twice in a publication of general circulation, no less than 10 days or more than 40 days prior to the date of the public hearing, and that the City Clerk also cause the legislative body of each taxing unit levying ad valorem taxes on this property, to be notified of Brownfield Plan #74 – 930 W. Holmes Rd. Redevelopment Project and the scheduled public hearing.

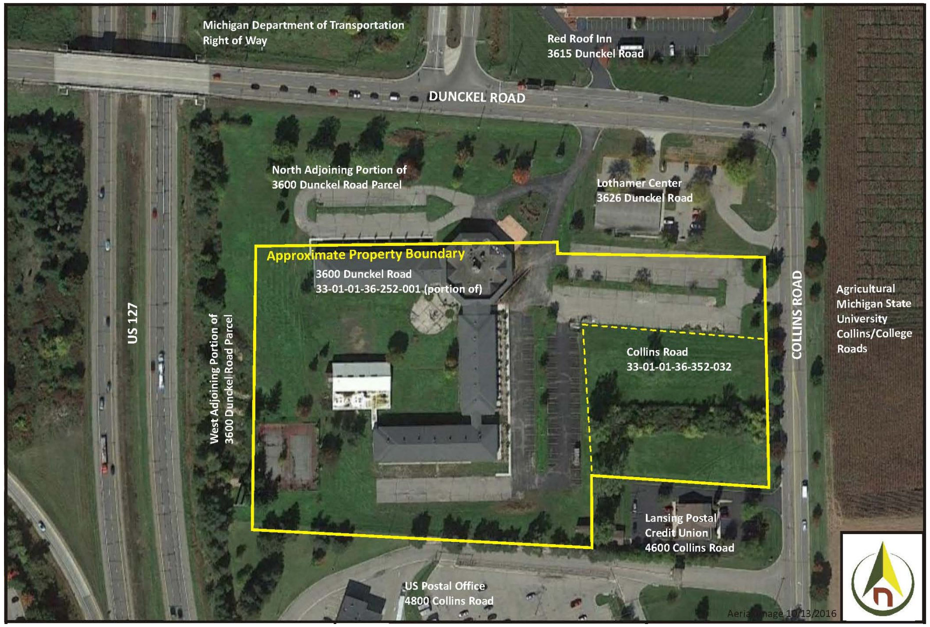
WAYPOINT RESIDENTIAL

# Brownfield Plan 73

## Volaris Lansing
## 3600 Dunckel Road
## Lansing, MI

MONROE RESIDENTIAL PARTNERS

# Eligible Property




- Project Name:
  - Volaris Lansing
- Applicant:
  - WP Lansing-MI Owner, LLC
- Subject Property:
  - 3600 Dunckel Road
  - Parcel 33-01-01-36-252-001 (portion)
  - Parcel 33-01-01-36-352-032
  - Approximately 9.6 Acres
- Eligibility Status:
  - Functionally Obsolete
  - Facility

MONROE RESIDENTIALPARTNERS



WAYPOINT RESIDENTIAL

# Project Team

- Purchaser/Developer
  - WP Lansing-MI Owner, LLC 100% owned by Waypoint Residential Services, LLC 100% owned by Waypoint Residential, LLC
- Development Manager
  - Monroe Residential Partners
- Property Owner
  - HL Sub Illinois, Inc.
- Development Team
  - Architect: Phillips Partnership
  - Civil Engineer: Kebs
  - Environmental Consultant: SME
  - Brownfield Consultant: Triterra
  - Brownfield Legal: Warner Norcross + Judd LLP
  - General Contractor: Wieland

# Waypoint Residential (Purchaser/Developer)

- Vertically integrated real estate investment management firm focused on the rental housing sector
- Approximately 100 real estate professionals
- 6 offices nationwide: Stamford, Atlanta, Boca Raton, Chicago, Dallas, Denver
- Investment Strategies: Acquisitions, Development
- Geography by Region: Northeast, Mid-Atlantic, Southeast, Southwest, Midwest, Mountain

| Invested in | More than | Approximately |
|---|---|---|
| 85 | 27,000 | $2.7 billion |
| Properties[1] | Units[1] | Total Investment Activity[1] |

1. Includes investments acquired and currently under contract as of 11/30/17.

# Waypoint Residential (Purchaser/Developer)


Pflugerville, TX (324 units)


Jacksonville, Fl (380 units)


Denver, CO (122 units)


Westover Hills, TX (278 units)

# Monroe Residential Partners (Development Manager)

- Monroe Residential Partners (MRP) is a full service multifamily development and investment firm based in Chicago, Illinois.
- With a combined 70 years of experience specializing in the multifamily industry, the principals of the MRP have completed the acquisition, development and redevelopment of over 30,000 apartments and condominiums.

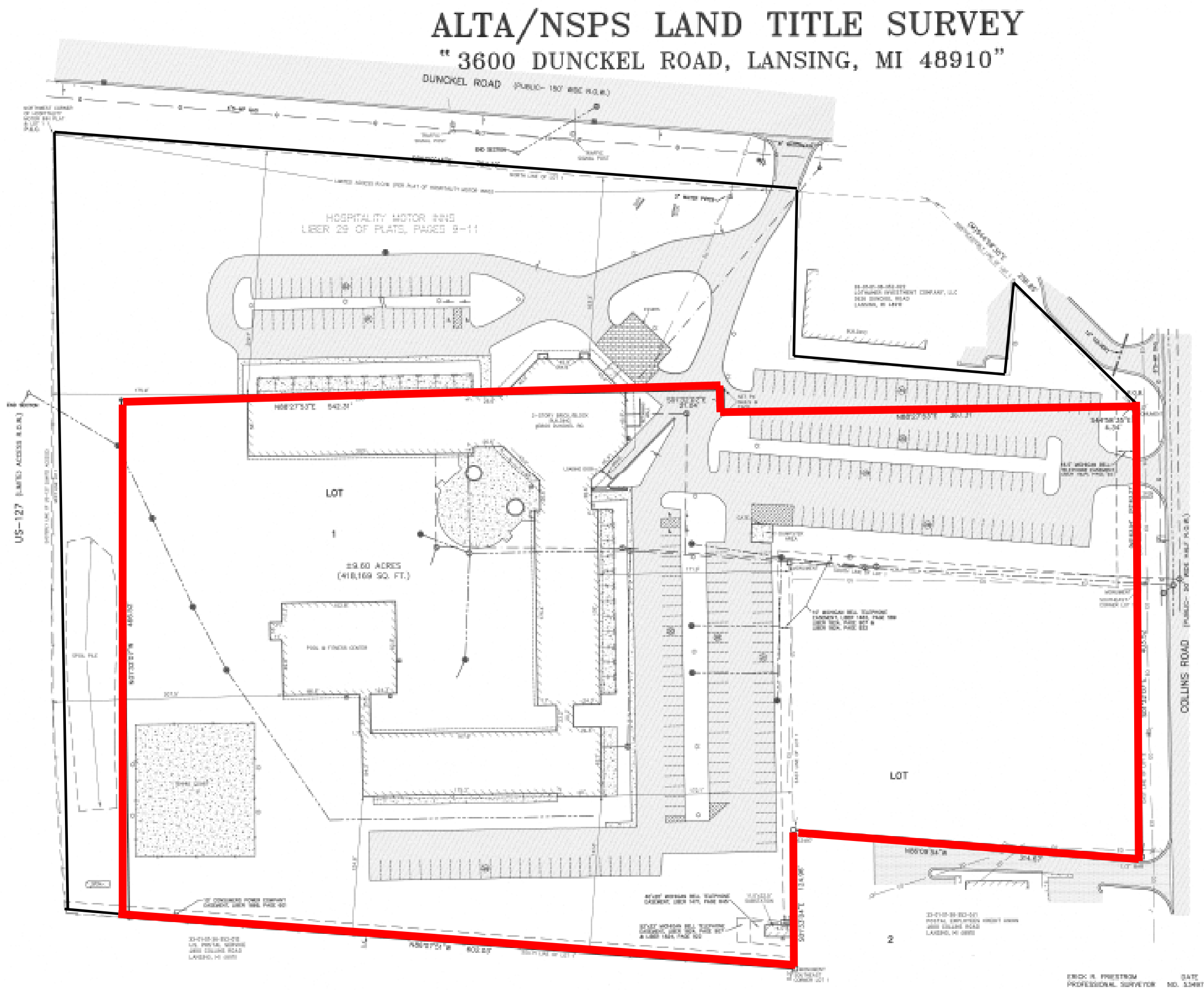

Barrington, IL (64 units)


Chicago, IL (36 units)


Itasca, IL (297 units)


Sandy, UT (351 units)

# ALTA Survey




- To-be-retained by Seller
- **To-be-acquired by WP Lansing-MI Owner, LLC**

# Site Plan


**Multifamily Statistics:**

- Land (Acres Approx.): 9.6
- Building Count: Four
- Total Units: 286
- Average Unit SF (Approx.): 889
- Parking Spaces: 548
- Begin Construction: Dec-18
- End Construction: Jun-20

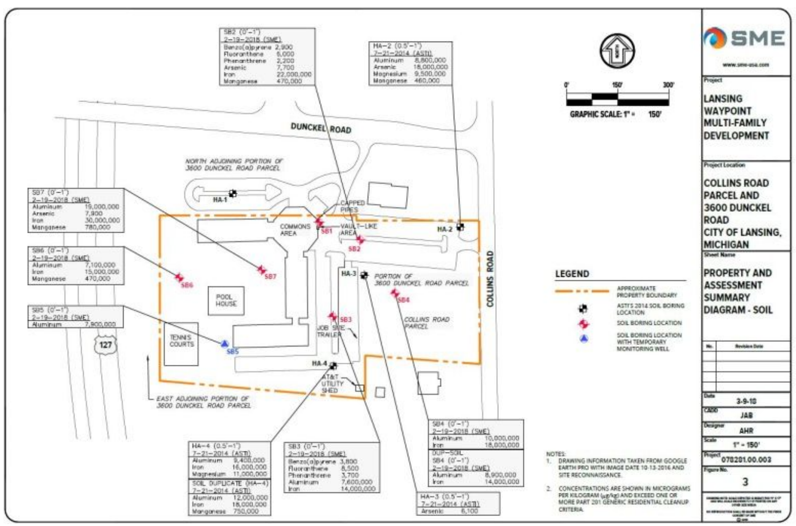
**Multifamily Amenities:**

- 4th Floor Rooftop Sky Deck
- Outdoor Landscaped Pool Courtyard & Grilling Stations
- Outdoor Dog Run
- Clubhouse
- Leasing Center
- On-Site Staff

# Multifamily Elevation

- The Project includes $52 million in total investment for a complete redevelopment of the property.
- The redevelopment is anticipated to generate 5 new full-time equivalent (FTE) jobs.
- Project is also expected to create/leverage 200 temporary construction related jobs.

# Brownfield Conditions




- **Statement of Obsolescence:**
  - The City of Lansing Assessing Department issued a statement of obsolescence for the existing improvements located at 3600 Dunckel Road on October 6th, 2016.
- **Environmental:**
  - SME ordered Phase I and II environmental assessments and findings indicate metals and polynuclear aromatic hydrocarbon (PAHs) are present which exceed Michigan's generic residential criteria.
- **Asbestos & Lead Based Paint:**
  - SME performed an asbestos demo survey and found both materials containing asbestos and lead based paint within the existing structures on site.
- **Geotechnical:**
  - Geotechnical evaluations conducted at the site identified fill soils that are unsuitable for traditional foundation systems and recommend the placement of engineered fill over suitable natural soils and the use of shallow spread or continuous footings.

# Eligible Activities

- Environmental Assessment – Phase I, Phase II, BEA
- Due Care Activities – Soil Management
- Asbestos Survey and Abatement
- Demolition – Existing Improvements
- Site Preparation
  - Geotechnical Engineering and Design, Specialized Foundations
  - Excavation of Unsuitable Soils, Importing of Engineered Fill
- Infrastructure Improvements
  - Integrated Parking Structures
- Public Improvement Feature
  - A $500,000 private contribution from Developer to the Lansing Brownfield Redevelopment Authority and City of Lansing for a to-be-determined public improvement feature located at or near the intersection of Dunckel and Collins Road.

# Total New Taxes

| | |
|---|---|
| **Total New Taxes Generated** | **$13,700,683** |
| Portion Captured to Reimburse Developer | $6,150,726 |
| Portion Captured for Public Infrastructure Improvement Feature | $500,000 |
| Portion Captured for Lansing BRA (Plan Administration and LBRF) | $738,970 |
| **Total Captured** | **7,389,696** |
| **Remainder to Taxing Units** | **$6,310,987** |

# New Taxes – Captured for Eligible Activities

| | |
|---|---|
| Environmental Assessment and Due Care Activities | $255,842 |
| Asbestos Activities | $159,000 |
| Demolition Activities | $523,674 |
| Site Preparation | $2,278,070 |
| Infrastructure Improvements | $1,294,905 |
| **Subtotal Eligible Activities Cost** | **$4,511,490** |
| 15% Contingency | $674,789 |
| Preparation of Brownfield Plan | $20,000 |
| Implementation of Brownfield Plan | $15,000 |
| Interest (3%, simple) | $1,429,448 |
| **Total Anticipated TIR for Developer and LBRA Reimbursement** | **$6,650,727** |
| LBRA Plan Administration | $369,485 |
| LBRA Local Brownfield Revolving Fund (LBRF) | $369,485 |
| State Brownfield Revolving Fund | $0 |
| **Total "Local-Only" TIR Capture** | **$7,389,696** |

# New Taxes – Not Captured

- New TAXES generated that pass through to taxing units

| | |
|---|---|
| Local Millage (10% Pass-Through) | $821,077 |
| Lansing School District Operating (100%) | $3,414,595 |
| State Education Tax (100%) | $1,138,198 |
| City Debt (100%) | $49,322 |
| School Debt (100%) | $887,795 |
| **Total Estimated New Taxes** | **$6,310,987** |

# Proposed Brownfield Plan

- Brownfield Plan
  - Tax Increment Financing (TIF) for Eligible Brownfield Activities including Public Improvement Feature
  - Beginning 2019

Lansing Brownfield Redevelopment Authority

Lansing Brownfield Redevelopment Authority

# *Brownfield Plan 73*

3600 Dunckel Road
Lansing, Michigan 48910

**PREPARED BY:**

Triterra
1375 S. Washington Avenue, Suite 300
Lansing, Michigan 48910
Contact Person: Dave Van Haaren
dave.vanhaaren@triterra.us
Phone: 517-702-0470

**REVIEWED BY:**

Lansing Brownfield Redevelopment Authority
1000 S. Washington Avenue, Suite 201
Lansing, Michigan 48910
Contact Person: Karl Dorshimer
karl@purelansing.com
Phone: 517-999-9039

July 6, 2018

Approved by the LBRA on _____

Adopted by the Lansing City Council on _____

## Table of Contents

## 1. Project Summary Sheet

The purpose of this Brownfield Plan (the "Plan") is to identify eligible activities and cost estimates for redevelopment of the property commonly known as 3600 Dunckel Road in Lansing, Michigan. Brownfield tax increment financing is necessary to support redevelopment of the property.

| | |
|---|---|
| **Project Name:** | Waypoint Dunckel (the "Project") |
| **Developer:** | WP Lansing-MI Owner, LLC<br>Chris Harness<br>13355 Noel Road, Suite 1310<br>Dallas, TX 75240 |
| **Property Location:** | 3600 Dunckel Road, Lansing, Michigan 48910 (the "Property") |
| **Parcel Information:** | Parcel ID 33-01-01-36-252-001 (a portion of the parcel)<br>Parcel ID 33-01-01-36-352-032 |
| **Type of Eligible Property:** | "Functionally Obsolete" and "Facility" |
| **Project Description:** | The Project includes demolishing the existing functionally obsolete 102,000 square foot hotel that has been vacant for 10 years, remediating soil contamination and developing a 286-unit market rate multifamily community comprised of four 4-story buildings. The development will include tuck under garage parking, an outdoor landscaped pool, outdoor courtyards, grilling stations, enclosed outdoor dog run and park, clubhouse, 4th floor resident amenity Skydeck and fully staffed leasing center. Exterior construction is contemplated to include hard siding, stucco and/or stone.<br><br>Brownfield Eligible activities include environmental assessment, due care activities, asbestos survey and abatement, demolition, site preparation, infrastructure improvements (including the "public improvement feature" privately funded by the Developer), preparation and implementation of the Brownfield Plan. |

**Total Capital Investment:** Property and Building Improvements: Estimated at $52,183,585 of which $6,650,727 is estimated as eligible for Brownfield Reimbursement.

**Estimated Job Creation/Retention:** The redevelopment is anticipated to generate 5-8 new full-time equivalent (FTE) jobs. In addition, this redevelopment will result in the creation/retention of approximately 200 temporary construction related jobs.

**Duration of Plan:** 20 years

**Total New Taxes Generated:**

| Uses | |
|---|---|
| Portion Captured to Reimburse Developer | $6,150,726 |
| Portion Captured for Public Infrastructure Improvement Feature | $500,000 |
| Portion Captured for Lansing BRA (Plan Administration and LBRF) | $738,970 |
| Total Captured | $7,389,696 |
| Remainder Passed-Through to Taxing Units | $6,310,987 |
| **TOTAL NEW TAXES GENERATED** | **$13,700,683** |

**Use of Captured Taxes / Tax Increment Revenue (TIR):**

| Uses | |
|---|---|
| To Reimburse Developer for Eligible Activity Costs | $4,546,490 |
| To Reimburse LBRA/Lansing Regional Brownfield Coalition (LRBC) for Eligible Activity Costs under EPA Brownfield Assessment Grant | $0 |
| To Reimburse LBRA for Eligible Activity Costs under Local Brownfield Revolving Fund (LBRF) | $0 |
| To Reimburse Developer for Contingency (15%) on Eligible Activity Costs | $674,789 |
| To Reimburse Developer for Interest on Eligible Activity Costs | $1,429,448 |
| **Total Reimbursement to Developer** | **$6,650,727** |
| To LBRA Plan Administration | $369,485 |
| To LBRA Local Brownfield Revolving Fund (LSBRF) | $369,485 |

| | |
|---|---|
| To State Revolving Fund (SRF) | $0 |
| **TOTAL CAPTURED TAXES** | **$7,389,696** |

**New Taxes Generated that Pass-Through to Taxing Units:**

| **Uses** | |
|---|---|
| Lansing Operating | $368,776 |
| Ingham County | $62,222 |
| Ingham County Sum | $121,108 |
| Airport Authority | $13,260 |
| CATA | $57,043 |
| Capital Area District Library | $29,593 |
| Potter Park Zoo | $7,778 |
| Lansing Community College | $72,222 |
| Ingham Inter. School District | $89,075 |
| Lansing School District Operating | $3,414,595 |
| State Education Tax (6 mills) | $1,138,198 |
| City Debt | $49,322 |
| School Debt | $887,795 |
| **TOTAL NEW TAXES** | **$6,310,987** |

## 2. Purpose of Brownfield Plan and Past Use of the Property

The City of Lansing Brownfield Redevelopment Authority (Authority or "LBRA"), duly established by resolution of the City Council of the City of Lansing, pursuant to the Brownfield Redevelopment Financing Act, Michigan Public Act 381 of 1996, MCLA 125.2651 et. seq., as amended (Act 381), is authorized to exercise its powers within the City of Lansing, Michigan. The purpose of this Plan, to be implemented by the LBRA, is to satisfy the requirements for a Brownfield Plan as specified in Act 381

The Plan will allow the LBRA to use tax increment financing to reimburse **WP Lansing-MI Owner, LLC** (the "Developer") for the costs of eligible activities required to redevelop the eligible property located at 3600 Dunckel Road in the City of Lansing, Michigan, (the "Property"). Any proposed redevelopment of the Property will only be economically viable with the support and approval of the brownfield redevelopment incentives described herein. The location of the Property is depicted on Figure 1.

The Property is fully defined in the following table and in Attachment A.

| **Eligible Property** | | |
|---|---|---|
| **Address** | **Tax ID** | **Basis of Eligibility** |
| 3600 Dunckel Road<br>(a portion of the parcel) | 33-01-01-36-252-001 | Functionally Obsolete and Facility |
| Collins Road Parcel | 33-01-01-36-352-032 | Facility |

The Property is located within the boundaries of the City of Lansing and is surrounded by commercial and agricultural property. Property layout and boundaries are depicted on Figure 2. The legal description of the Property is included in Attachment A.

The Property consists of a 9.6-acre parcel of land developed with a former hotel building consisting of a central commons area with a basement and three two-story wings. The remainder of the property is currently undeveloped with paved parking lots, landscaped areas, and grass-covered land. The property was developed for agricultural use by 1938. By 1970, the Property was developed with the current buildings and operated as a hotel. An outdoor pool and a tennis court were added by 1976. The outdoor pool was removed by 2015. The current utility shed was constructed in the early 1980's. The Property has been vacant for over 10 years.

The Property is considered an "eligible property" as defined by Act 381, Section 2 because: (a) the Property was previously utilized as a commercial property; (b) it is located within the City of Lansing, a qualified local governmental unit under MCL 125.2782(k); (c) the Property has been determined to be "functionally obsolete" as defined in Section 2(s) of Act 381; and (d) the Property is a "facility" as defined by Part 201 of Michigan's Natural Resources and Environmental Protection Act (P.A. 451, as amended).

On October 6, 2016, the City of Lansing, Assessors Office formally determined the Property is "functionally obsolete" as the term is defined in Section 2(s), of Act 381. The Assessing Office conducted a site inspection and determined the building suffers greater than 50% functional obsolescence. Refer to Attachment B, Letter of Functional Obsolescence.

The presences of contaminants at levels greater than generic residential use criteria is demonstrated by the results of a site assessment presented in the following document: Baseline Environmental Assessment (BEA) dated March 27, 2018, completed for Waypoint Residential Services, LLC, prepared by SME. A summary of known environmental conditions and a map depicting environmental impact at the Property is included in Attachment C.

## 3. Brownfield Project Description

The Project includes razing the existing 10-year vacant, functionally obsolete 102,000 square foot hotel, remediating soil contamination and developing a 286-unit market rate multifamily community comprised of four 4-story building structures. The development will include tuck under garage parking, an outdoor landscaped pool, outdoor courtyards, grilling stations, enclosed outdoor dog run and park, clubhouse, 4th floor resident amenity Skydeck and fully staffed leasing center. Exterior construction is contemplated to include hard siding, stucco and/or stone.

Total capital investment is estimated at $52,183,585. Redevelopment activities include environmental assessment, due care activities, demolition, site preparation, infrastructure improvements, preparation and implementation of the Brownfield Plan.

The Project will result in the revitalization and reuse of a vacant, functionally obsolete property in the City of Lansing, located immediately east of the I-496/US 127 entrance/exit ramps for Jolly Road, just west of Collins Road. This Project will result in the creation of 5-8 new, full time equivalent jobs. The Project is also projected to create/leverage 200 temporary construction related jobs.

## 4. Developer Eligible Activities

The Developer will be reimbursed with the new local property taxes levied by the Project for the costs of eligible activities necessary to support redevelopment of the Property. The activities that are intended to be carried out at the Property are considered “eligible activities” as defined by Sec 2 of Act 381 and include demolition, site preparation, infrastructure improvements and preparation of the Brownfield Plan.

The costs of eligible activities included in, and authorized by, this Plan will be reimbursed with the new local increment tax revenues generated by the Property redevelopment and captured by the LBRA, subject to any limitations and conditions described in this Plan and the terms of a Reimbursement Agreement between the Developer and the Authority (the “Reimbursement Agreement”). Eligible activities funded by the Developer include $500,000 for public infrastructure improvements at or near the intersection of Dunckel and Collins Roads. The terms of this activity are outlined in the Reimbursement Agreement between the Developer and the Authority. The total cost of activities eligible for reimbursement from tax increment revenues is projected to be $6,650,727 (including contingencies and interest).

**ELIGIBLE ACTIVITIES**

**Environmental Activities**

| | |
|---|---|
| Environmental Assessment and Due Care Activities | $255,842.00 |
| **Total Environmental Activities** | **$255,842.00** |

**Non-Environmental Activities**

| | |
|---|---|
| Asbestos Activities | $159,000.00 |
| Demolition | $523,674.00 |
| Site Preparation Activities | $2,278,070.00 |
| Infrastructure Improvements | |
| Integrated Parking Structures & Public Right of Way Improvements | $794,905.00 |
| Public Improvement Feature | $500,000 |
| **Total MSF Eligible Activities** | **$4,255,648.00** |
| Contingency (15%) | $674,789.00 |
| Brownfield Plan Preparation | $20,000.00 |
| Brownfield Plan Implementation | $15,000.00 |
| Interest (3.0%, simple) | $1,429,448.00 |
| **Total Anticipate TIR Available for Reimbursement** | **$6,650,727.00** |

LBRA Plan Administration........................................................................$369,485.00

LBRA Local Brownfield Revolving Fund ..............................................................$369,485.00

**Total Local TIR Capture............................................................................................ $7,389,696.00**

Costs for Phase I ESA, Phase II ESA, Baseline Environmental Assessment, Asbestos Survey, Brownfield Plan and Act 381 Work Plan are excluded from contingency calculation. The costs listed above are estimated and may increase or decrease depending on the nature and extent of unknown conditions encountered on the Property. The actual cost of those eligible activities encompassed by this Plan that will qualify for reimbursement from tax increment revenues captured by the LBRA shall be governed by the terms of a Reimbursement Agreement. No costs of eligible activities will be qualified for reimbursement except to the extent permitted in accordance with the terms and conditions of the Reimbursement Agreement and Section 2 of Act 381 of 1996, as amended (MCL 125.2652). The Reimbursement Agreement and this Plan will dictate the total cost of eligible activities subject to payment. As long as the total cost limit of eligible activities described in this Plan is not exceeded, line item costs of eligible activities may be adjusted after the date this Plan is approved by the City of Lansing City Council.

## 5. Captured Taxable Value and Tax Increment Revenues

The costs of eligible activities included in, and authorized by, this Plan will be reimbursed with incremental property tax revenues outlined in Table 2 that are generated by the Property redevelopment and captured by the LBRA. The LBRA will not be obligated to reimburse the Developer for Eligible Activities completed after December 31, 2021. Reimbursement of Eligible Activities completed after December 31, 2021 will be evaluated by the LBRA on a case-by-case basis.

The taxable value of the Property is $1,127,460 which is the initial taxable value for this Plan. The new projected taxable value for 2021 was estimated at $10,725,000 upon completion of the Project. Estimated taxable values were based on an estimate provided by the City's Assessor. The actual taxable value will be determined by the City's Assessor after the Project is completed.

It is estimated that the LBRA will capture tax increment revenues from 2019 through 2040 to reimburse the Developer and the LBRA for the cost of eligible activities, pay for the LBRA's administration of the Plan and make deposits into the LBRA's Local Brownfield Revolving Fund (LBRF). Ten percent of the local taxes generated by the increase in taxable value will be returned to the taxing units.

The captured incremental taxable value and associated tax increment revenue will be determined by the City Assessor. The actual increased taxable value of the land and all future taxable improvements on the Property may vary. Furthermore, the amount of tax increment revenue available under this Plan will be based on the actual millage levied annually by each local taxing jurisdiction on the increase in tax value resulting from the redevelopment project that is eligible and approved for capture.

## 6. Method of Brownfield Plan Financing

The Developer is ultimately responsible for providing their own financing for the costs of eligible activities included in this Plan.

The inclusion of eligible activities and estimates of cost to be reimbursed in this Plan are intended to authorize the LBRA to fund such reimbursements. Reimbursements under the Reimbursement Agreement shall not exceed the cost of eligible activities and reimbursement limits described in this Plan.

The LBRA will be reimbursed for its costs to administer the Plan by utilizing 5% of the new local taxes captured per year for the duration of the Plan. The LBRA will also deposit 5% of the new local taxes captured per year for the duration of the Plan for deposit into its LBRF. Total deposits into the LBRF will not exceed the sum total equivalent to 5 years of local tax increment revenue.

## 7. Amount of Note or Bonded Indebtedness Incurred

None.

## 8. Duration of the Brownfield Plan

Unless amended by the Lansing City Council, the Plan is anticipated to remain in effect until all approved activities in this plan are covered or until the end of the year 2040 whichever occurs first.

## 9. Estimated Impact on Taxing Jurisdictions

The following table presents a summary of the new tax revenues generated by the Developer's private investment into the Project.

| **Projected Impact to Taxing Jurisdictions** | | | |
|---|---|---|---|
| **Taxing Unit** | **New Taxes to Taxing Units*** | **New Taxes for BRA Administration, LBRF Deposits and Developer Reimbursement** | **Total New Taxes** |
| Lansing Operating | $ 368,776 | $ 3,318,986 | $ 3,687,762 |
| Ingham County | $ 62,222 | $ 559,994 | $ 622,215 |
| Ingham County Sum | $ 121,108 | $ 1,089,973 | $ 1,211,081 |
| Airport Authority | $ 13,260 | $ 119,340 | $ 132,600 |
| CATA | $ 57,043 | $ 513,384 | $ 570,427 |
| Capital Area District Library | $ 29,593 | $ 266,338 | $ 295,932 |
| Potter Park Zoo | $ 7,778 | $ 69,999 | $ 77,777 |
| Lansing Community College | $ 72,222 | $ 650,002 | $ 722,225 |
| Ingham Inter. School District | $ 89,075 | $ 801,679 | $ 890,754 |
| Lansing School District Operating | $ 3,414,595 | $ 0 | $ 3,414,595 |
| State Education Tax (6 mills) | $ 1,138,198 | $ 0 | $ 1,138,198 |
| State Education Tax to SBRF** | $ 0 | $ 0 | $ 0 |
| City Debt | $ 49,322 | $ 0 | $ 49,322 |
| School Debt | $ 887,795 | $ 0 | $ 887,795 |
| **Total** | **$ 6,310,987** | **$ 7,389,696** | **$ 13,700,683** |

* Increased by investment, but not captured for TIF reimbursement
** State Brownfield Revolving Fund

Additional information related to the impact of tax increment financing on the various taxing jurisdictions is presented in Table 2.

## 10. Legal Description & Site Map

The Property location and boundaries are shown on Figures 1 and 2. The legal description of the Property is provided in Attachment A.

## 11. Personal Property

This Brownfield Plan will capture incremental tax revenues resulting from personal property to the extent they are available.

## 12. Displacement of Persons

No persons will be displaced as a result of this project.

## 13. LBRA Local Brownfield Revolving Fund

No Local Site Remediation Revolving Funds will be used on this Brownfield Plan. Additionally, the LBRA will capture 5% of the new local taxes per year until the Developer's costs have been fully reimbursed for deposit into the LBRF. The LBRA will then capture all available tax increment revenues as permitted by Act 381. Total deposits into the LBRF will not exceed the sum total equivalent to 5 years of local tax increment revenue.

## 14. Other Information

The LBRA and the Lansing City Council, in accordance with the Act, may amend this Plan in the future in order to fund additional eligible activities associated with the Project described herein.

# FIGURES

**Figure 1: Property Location Map**

**Figure 2: Property Boundary Map**

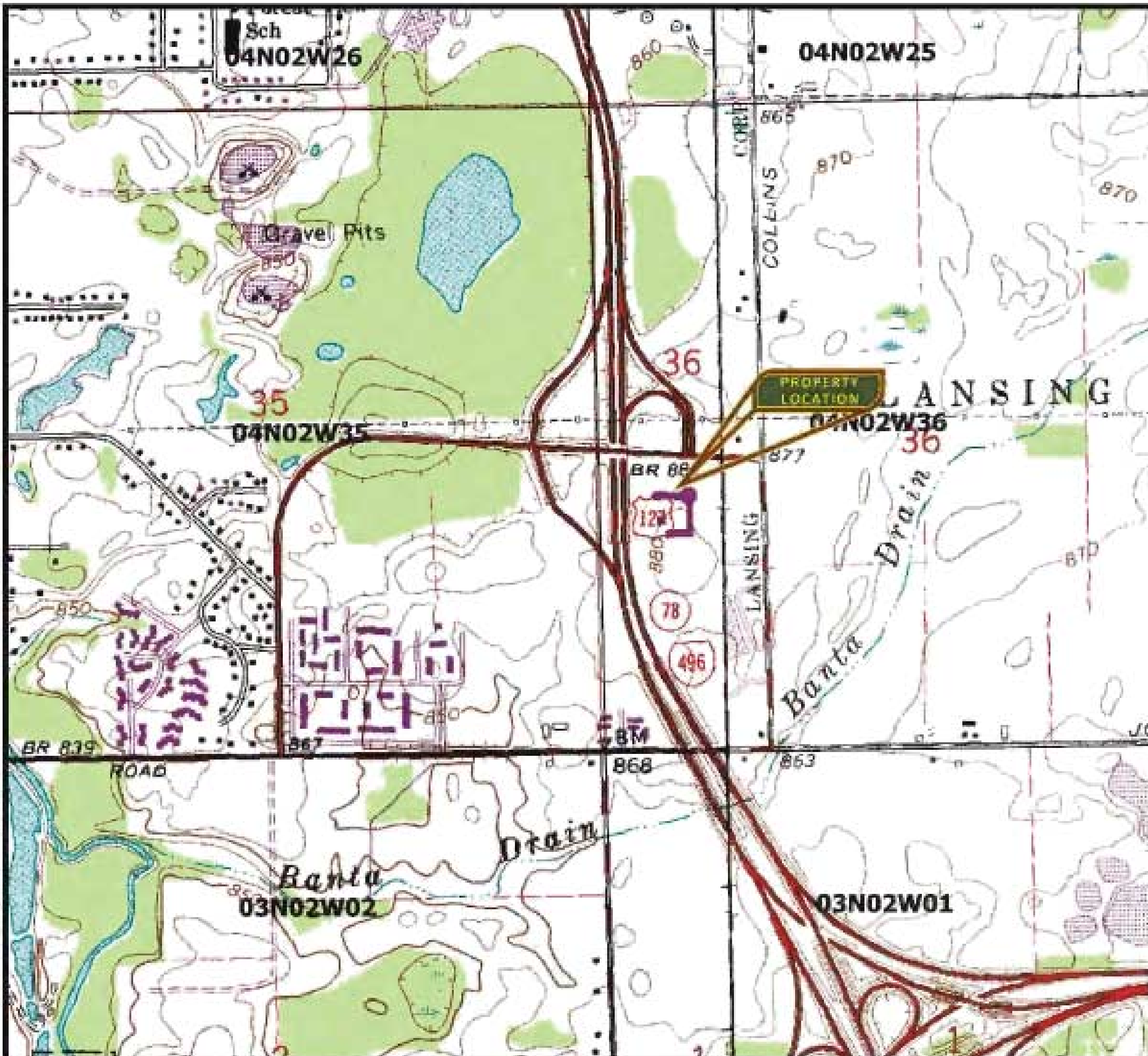



**FIGURE 1**
**PROPERTY LOCATION**

*3600 DUNCKEL ROAD*
*LANSING, MICHIGAN 48910*

*INGHAM COUNTY*
*T. 04 N., R 02 W., SECTION 36*

*PROJECT NUMBER: 18-1891*

*ADAPTED FROM MI GEOGRAPHIC DATA LIBRARY DRG*

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**FIGURE 2**

**PROPERTY ORIENTATION DIAGRAM**

PROJECT NUMBER: 18-1891

**3600 DUNCKEL ROAD**
**LANSING, MICHIGAN 48910**

DIAGRAM CREATED BY: GAR | DATE: 5/24/2018

## TABLES

**Table 1**
**Brownfield Eligible Activities**
**3600 Dunckel Road**
**Lansing, MI**
*July 6, 2018*

| *ELIGIBLE ACTIVITIES* | NO. OF UNITS | UNIT TYPE | UNIT RATE | ESTIMATED TOTAL COST | REIMBURSEMENT PROGRAM ALLOCATION<br>DEQ ACTIVITIES | <br>MSF ACTIVITIES | <br>LOCAL-ONLY ACTIVITIES |
|---|---|---|---|---|---|---|---|
| **ENVIROMENTAL ELIGIBLE ACTIVITIES** | | | | | | | |
| **Environmental Assessment and Due Care Activities** | | | | | | | |
| Phase I Environmental Site Assessment | 1 | LS | $ 2,900 | $ 2,900 | | | $ 2,900 |
| Phase II Site Investigation | 1 | LS | $ 10,500 | $ 10,500 | | | $ 10,500 |
| Baseline Environmental Assessments | 1 | LS | $ 3,500 | $ 3,500 | | | $ 3,500 |
| Due Care Planning to meet Compliance with Section 2017a | 1 | LS | $ 3,300 | $ 3,300 | | | $ 3,300 |
| Documentation of Due Care Compliance (DDCC) | 1 | LS | $ 2,800 | $ 2,800 | | | $ 2,800 |
| Soil Management - Transportation | 5,000 | TNS | $ 8 | $ 40,000 | | | $ 40,000 |
| Soil Management - Disposal | 5,000 | TNS | $ 35 | $ 175,000 | | | $ 175,000 |
| Environmental Project Management and Oversight | 1 | LS | $ 6,500 | $ 6,500 | | | $ 6,500 |
| Due Care - Soft Costs including Bidding, Contractor Procurement, Oversight | 1 | LS | $ 11,342 | $ 11,342 | | | $ 11,342 |
| **ENVIRONMENTAL ELIGIBLE ACTIVITIES SUB-TOTAL** | | | | **$ 255,842** | **$ -** | **$ -** | **$ 255,842** |
| **NON-ENVIRONMENTAL ELIGIBLE ACTIVITIES** | | | | | | | |
| **Asbestos and Lead Activities** | | | | | | | |
| Asbestos - Survey | 1 | LS | $ 11,000 | $ 11,000 | | | $ 11,000 |
| Asbestos - Abatement | 1 | LS | $ 148,000 | $ 148,000 | | | $ 148,000 |
| ***Subtotal Asbestos and Lead Activities*** | | | | ***$ 159,000*** | | ***$ -*** | ***$ 159,000*** |
| **Demolition** | | | | | | | |
| Demolition - Building #1 (2-Story Hotel) | 56,630 | SF | $ 7 | $ 396,410 | | | $ 396,410 |
| Demolition - Building #2 | 9,400 | SF | $ 5 | $ 47,000 | | | $ 47,000 |
| Demolition - Site | 1 | LS | $ 50,000 | $ 50,000 | | | $ 50,000 |
| Demolition - Soft Costs including Permits / Disconnect Fees | 1 | LS | $ 30,264 | $ 30,264 | | | $ 30,264 |
| ***Subtotal Demolition Activities*** | | | | ***$ 523,674*** | | ***$ -*** | ***$ 523,674*** |
| **Site Preparation** | | | | | | | |
| Geotechnical Survey | 1 | LS | $ 7,700 | $ 7,700 | | | $ 7,700 |
| Geotechnical Engineering, Design and Oversight | 1 | LS | $ 25,000 | $ 25,000 | | | $ 25,000 |
| Soil Management - Excavation of Impacted/Urban Soils for Removal | 5,000 | TNS | $ 11 | $ 55,000 | | | $ 55,000 |
| Clearing & Grubbing, Land Balancing, and Grading | 13 | ACRES | $ 55,000 | $ 698,500 | | | $ 698,500 |
| Fill - Voids and Backfill for Foundations due to Unstable Soils | 10,000 | CY | $ 13 | $ 130,000 | | | $ 130,000 |
| Specialized Foundations due to Unstable Soils (Delta cost above traditional foundation) | 1 | LS | $ 100,000 | $ 100,000 | | | $ 100,000 |
| Compaction & Sub-base Preparation due to Unstable Soils | 121,130 | SF | $ 4 | $ 423,955 | | | $ 423,955 |
| Relocation of Existing/Active Utilities - OH Electric | 1 | LS | $ 150,000 | $ 150,000 | | | $ 150,000 |
| Relocation of Existing/Active Utilities - Water Main | 3,530 | LF | $ 65 | $ 229,450 | | | $ 229,450 |
| Relocation of Existing/Active Utilities - Storm Sewer | 2,835 | LF | $ 60 | $ 170,100 | | | $ 170,100 |
| Relocation of Existing/Active Utilities - Sanitary Sewer | 1,105 | LF | $ 75 | $ 82,875 | | | $ 82,875 |
| Surveying and Staking for Site Preparation Activities | 1 | LS | $ 7,500 | $ 7,500 | | | $ 7,500 |
| Temporary Construction Access | 1 | LS | $ 25,000 | $ 25,000 | | | $ 25,000 |
| Temp. Erosion Control - Mud Mat, Silt Fencing, Sed. Bags | 3,300 | LF | $ 15 | $ 49,500 | | | $ 49,500 |
| Temporary Fencing / Site Control - During Site Preparation Activities | 1 | LS | $ 7,500 | $ 7,500 | | | $ 7,500 |
| Temporary Traffic Control | 1 | LS | $ 15,000 | $ 15,000 | | | $ 15,000 |
| Site Preparation - Soft Costs | 1 | LS | $ 100,990 | $ 100,990 | | | $ 100,990 |
| ***Subtotal Site Preparation Activities*** | | | | ***$ 2,278,070*** | | ***$ -*** | ***$ 2,278,070*** |
| **Infrastructure Improvements** | | | | | | | |
| Integrated Parking Structure | 17,000 | SF | $ 43 | $ 725,000 | | | $ 725,000 |
| Entrance Improvements-Curbs, Gutters, Pavement/Approaches in Right of Way | 1 | LS | $ 2,500 | $ 2,500 | | | $ 2,500 |
| Sidewalks, Pavers and Landscaping in Right of Way | 1 | LS | $ 10,000 | $ 10,000 | | | $ 10,000 |
| Public Improvement Feature | 1 | LS | $ 500,000 | $ 500,000 | | | $ 500,000 |
| Infrastructure Improvements - Soft Costs | 1 | LS | $ 57,405 | $ 57,405 | | | $ 57,405 |
| ***Subtotal Infrastructure Improvement Activities*** | | | | ***$ 1,294,905*** | | ***$ -*** | ***$ 1,294,905*** |
| **NON-ENVIRONMENTAL ELIGIBLE ACTIVITIES SUB-TOTAL** | | | | **$ 4,255,648** | **$ -** | **$ -** | **$ 4,255,648** |
| **ENVIRONMENTAL AND NON-ENVIRONMENTAL ELIGIBLE ACTIVITIES SUB-TOTAL** | | | | **$ 4,511,490** | **$ -** | **$ -** | **$ 4,511,490** |
| Contingency (15%) | | | | $ 674,789 | | | $ 674,789 |
| Brownfield Plan & Act 381 Work Plan Preparation | | | | $ 20,000 | | | $ 20,000 |
| Brownfield Plan & Act 381 Work Plan Implementation | | | | $ 15,000 | | | $ 15,000 |
| Interest (3.00%, simple) | | | | $ 1,429,448 | | | $ 1,429,448 |
| **TOTAL ELIGIBLE COST FOR REIMBURSEMENT:** | | | | **$ 6,650,727** | **$ -** | **$ -** | **$ 6,650,727** |
| State Brownfield Revolving Fund | | | | | | | |
| BRA Administrative Fees | | | | $ 369,485 | | | |
| Local Brownfield Revolving Fund (LBRF) | | | | $ 369,485 | | | |
| | | | | | | | |
| **GRAND TOTAL** | | | | **$ 7,389,696** | | | |
| | | | | | *0.00%* | *0.00%* | *100.00%* |

**NOTES:**
**These costs and revenue projections should be considered approximate estimates based on expected conditions and available information. It cannot be guaranteed that the costs and revenue projections will not vary from these estimates.**
**Costs for Phase I ESA, Phase II ESA, Baseline Environmental Assessment, Asbestos Survey, Brownfield Plan and Act 381 Work Plan are excluded from contingency calculation.**

**Table 2**
**Tax Increment Revenue Capture Estimates**
**3600 Dunckel Road**
**Lansing, MI**
*July 6, 2018*

Estimated Taxable Value (TV) Increase Rate: 1% per year

| | | | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Plan Year** | | | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| Base TV | | | $ 1,127,460 | $ 1,127,460 | $ 1,127,460 | $ 1,127,460 | $ 1,127,460 | $ 1,127,460 | $ 1,127,460 | $ 1,127,460 | $ 1,127,460 | $ 1,127,460 | $ 1,127,460 | $ 1,127,460 |
| Estimated New TV | | | $ 1,127,460 | $ 3,458,429 | $ 7,364,867 | $ 10,725,000 | $ 10,832,250 | $ 10,940,573 | $ 11,049,978 | $ 11,160,478 | $ 11,272,083 | $ 11,384,804 | $ 11,498,652 | $ 11,613,638 |
| Incremental Difference (New TV - Base TV) | | | $ - | $ 2,330,969 | $ 6,237,407 | $ 9,597,540 | $ 9,704,790 | $ 9,813,113 | $ 9,922,518 | $ 10,033,018 | $ 10,144,623 | $ 10,257,344 | $ 10,371,192 | $ 10,486,178 |
| **School Capture** | **Millage Rate** | | | | | | | | | | | | | |
| School Operating | 0.0000 | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| State Education Tax (SET) | 0.0000 | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| School Total: | 0.0000 | *0.00%* | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| **Local Capture** | **Millage Rate** | | | | | | | | | | | | | |
| Lansing Operating | 19.4400 | | $ - | $ 45,314 | $ 121,255 | $ 186,576 | $ 188,661 | $ 190,767 | $ 192,894 | $ 195,042 | $ 197,211 | $ 199,403 | $ 201,616 | $ 203,851 |
| Ingham County | 3.2800 | | $ - | $ 7,646 | $ 20,459 | $ 31,480 | $ 31,832 | $ 32,187 | $ 32,546 | $ 32,908 | $ 33,274 | $ 33,644 | $ 34,018 | $ 34,395 |
| Ingham County Sum | 6.3842 | | $ - | $ 14,881 | $ 39,821 | $ 61,273 | $ 61,957 | $ 62,649 | $ 63,347 | $ 64,053 | $ 64,765 | $ 65,485 | $ 66,212 | $ 66,946 |
| Airport Authority | 0.6990 | | $ - | $ 1,629 | $ 4,360 | $ 6,709 | $ 6,784 | $ 6,859 | $ 6,936 | $ 7,013 | $ 7,091 | $ 7,170 | $ 7,249 | $ 7,330 |
| CATA | 3.0070 | | $ - | $ 7,009 | $ 18,756 | $ 28,860 | $ 29,182 | $ 29,508 | $ 29,837 | $ 30,169 | $ 30,505 | $ 30,844 | $ 31,186 | $ 31,532 |
| Capital Area District Library | 1.5600 | | $ - | $ 3,636 | $ 9,730 | $ 14,972 | $ 15,139 | $ 15,308 | $ 15,479 | $ 15,652 | $ 15,826 | $ 16,001 | $ 16,179 | $ 16,358 |
| Potter Park Zoo | 0.4100 | | $ - | $ 956 | $ 2,557 | $ 3,935 | $ 3,979 | $ 4,023 | $ 4,068 | $ 4,114 | $ 4,159 | $ 4,206 | $ 4,252 | $ 4,299 |
| Lansing Community College | 3.8072 | | $ - | $ 8,874 | $ 23,747 | $ 36,540 | $ 36,948 | $ 37,360 | $ 37,777 | $ 38,198 | $ 38,623 | $ 39,052 | $ 39,485 | $ 39,923 |
| Ingham Intermediate School District | 4.6956 | | $ - | $ 10,945 | $ 29,288 | $ 45,066 | $ 45,570 | $ 46,078 | $ 46,592 | $ 47,111 | $ 47,635 | $ 48,164 | $ 48,699 | $ 49,239 |
| Local Total: | 43.2830 | *100.00%* | **$ -** | **$ 100,891** | **$ 269,974** | **$ 415,410** | **$ 420,052** | **$ 424,741** | **$ 429,476** | **$ 434,259** | **$ 439,090** | **$ 443,969** | **$ 448,896** | **$ 453,873** |
| Total Capturable Taxes: | 43.2830 | *100.00%* | **$ -** | **$ 100,891** | **$ 269,974** | **$ 415,410** | **$ 420,052** | **$ 424,741** | **$ 429,476** | **$ 434,259** | **$ 439,090** | **$ 443,969** | **$ 448,896** | **$ 453,873** |
| **Non-Capturable Millages - New Tax Revenue** | **Millage Rate** | | | | | | | | | | | | | |
| Lansing Debt | 0.2600 | | $ - | $ 606 | $ 1,622 | $ 2,495 | $ 2,523 | $ 2,551 | $ 2,580 | $ 2,609 | $ 2,638 | $ 2,667 | $ 2,697 | $ 2,726 |
| Lansing School Debt | 4.6800 | | $ - | $ 10,909 | $ 29,191 | $ 44,916 | $ 45,418 | $ 45,925 | $ 46,437 | $ 46,955 | $ 47,477 | $ 48,004 | $ 48,537 | $ 49,075 |
| Total Non-Capturable Taxes: | 4.9400 | | | | | | | | | | | | | |

Notes:

**Table 2**
**Tax Increment Revenue Capture Estimates**
**3600 Dunckel Road**
**Lansing, MI**
*July 6, 2018*

Estimated Taxable Value (TV) Increase Rate:

| **Plan Year** | | **2030**<br>**12** | **2031**<br>**13** | **2032**<br>**14** | **2033**<br>**15** | **2034**<br>**16** | **2035**<br>**17** | **2036**<br>**18** | **2037**<br>**19** | **2038**<br>**20** |
|---|---|---|---|---|---|---|---|---|---|---|
| Base TV | | $ 1,127,460 | $ 1,127,460 | $ 1,127,460 | $ 1,127,460 | $ 1,127,460 | $ 1,127,460 | $ 1,127,460 | $ 1,127,460 | $ 1,127,460 |
| Estimated New TV | | $ 11,729,775 | $ 11,847,072 | $ 11,965,543 | $ 12,085,198 | $ 12,206,050 | $ 12,328,111 | $ 12,451,392 | $ 12,575,906 | $ 12,701,665 |
| Incremental Difference (New TV - Base TV) | | $ 10,602,315 | $ 10,719,612 | $ 10,838,083 | $ 10,957,738 | $ 11,078,590 | $ 11,200,651 | $ 11,323,932 | $ 11,448,446 | $ 2,631,650 |
| **School Capture** | **Millage Rate** | | | | | | | | | |
| School Operating | 0.0000 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| State Education Tax (SET) | 0.0000 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| School Total: | 0.0000 | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| **Local Capture** | **Millage Rate** | | | | | | | | | |
| Lansing Operating | 19.4400 | $ 206,109 | $ 208,389 | $ 210,692 | $ 213,018 | $ 215,368 | $ 217,741 | $ 220,137 | $ 222,558 | $ 51,159 |
| Ingham County | 3.2800 | $ 34,776 | $ 35,160 | $ 35,549 | $ 35,941 | $ 36,338 | $ 36,738 | $ 37,142 | $ 37,551 | $ 8,632 |
| Ingham County Sum | 6.3842 | $ 67,687 | $ 68,436 | $ 69,192 | $ 69,956 | $ 70,728 | $ 71,507 | $ 72,294 | $ 73,089 | $ 16,801 |
| Airport Authority | 0.6990 | $ 7,411 | $ 7,493 | $ 7,576 | $ 7,659 | $ 7,744 | $ 7,829 | $ 7,915 | $ 8,002 | $ 1,840 |
| CATA | 3.0070 | $ 31,881 | $ 32,234 | $ 32,590 | $ 32,950 | $ 33,313 | $ 33,680 | $ 34,051 | $ 34,425 | $ 7,913 |
| Capital Area District Library | 1.5600 | $ 16,540 | $ 16,723 | $ 16,907 | $ 17,094 | $ 17,283 | $ 17,473 | $ 17,665 | $ 17,860 | $ 4,105 |
| Potter Park Zoo | 0.4100 | $ 4,347 | $ 4,395 | $ 4,444 | $ 4,493 | $ 4,542 | $ 4,592 | $ 4,643 | $ 4,694 | $ 1,079 |
| Lansing Community College | 3.8072 | $ 40,365 | $ 40,812 | $ 41,263 | $ 41,718 | $ 42,178 | $ 42,643 | $ 43,112 | $ 43,587 | $ 10,019 |
| Ingham Intermediate School District | 4.6956 | $ 49,784 | $ 50,335 | $ 50,891 | $ 51,453 | $ 52,021 | $ 52,594 | $ 53,173 | $ 53,757 | $ 12,357 |
| Local Total: | 43.2830 | **$ 458,900** | **$ 463,977** | **$ 469,105** | **$ 474,284** | **$ 479,515** | **$ 484,798** | **$ 490,134** | **$ 495,523** | **$ 113,906** |
| Total Capturable Taxes: | 43.2830 | **$ 458,900** | **$ 463,977** | **$ 469,105** | **$ 474,284** | **$ 479,515** | **$ 484,798** | **$ 490,134** | **$ 495,523** | **$ 113,906** |
| **Non-Capturable Millages - New Tax Revenue** | **Millage Rate** | | | | | | | | | |
| Lansing Debt | 0.2600 | $ 2,757 | $ 2,787 | $ 2,818 | $ 2,849 | $ 2,880 | $ 2,912 | $ 2,944 | $ 2,977 | $ 684 |
| Lansing School Debt | 4.6800 | $ 49,619 | $ 50,168 | $ 50,722 | $ 51,282 | $ 51,848 | $ 52,419 | $ 52,996 | $ 53,579 | $ 12,316 |
| Total Non-Capturable Taxes: | 4.9400 | | | | | | | | | |

**Table 3**
**Tax Increment Revenue Reimbursement Allocation Table**
**3600 Dunckel Road**
**Lansing, MI**
*July 6, 2018*

| Developer/LBRA Projected Reimbursement | Proportionality | School & Local Taxes | Local-Only Taxes | Total |
|---|---|---|---|---|
| **State** | 0.0% | $ - | | $ - |
| **Local** | 100.0% | $ - | $ 6,650,727 | $ - |
| **TOTAL** | | $ - | $ 6,650,727 | $ - |
| DEQ | 0.00% | $ - | | |
| MSF | 0.00% | $ - | | |

| | |
|---|---|
| **Estimated Total Years of Plan:** | 20 |

| **Administrative Fees & Loan Funds*** | |
|---|---|
| State Brownfield Revolving Fund | $ - |
| BRA Administrative Fees | $ 369,485 |
| Local Brownfield Revolving Fund | $ 369,485 |

* During the life of the Plan

| | 2018 | 2019<br>1 | 2020<br>2 | 2021<br>3 | 2022<br>4 | 2023<br>5 | 2024<br>6 | 2025<br>7 | 2026<br>8 | 2027<br>9 | 2028<br>10 | 2029<br>11 | 2030<br>12 | 2031<br>13 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Available Tax Increment Revenue (TIR)** | | | | | | | | | | | | | | |
| Total State Tax Capture Available | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Capture for State Brownfield Revolving Fund (3 mills of SET) (25-Yrs) | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| State Tax Increment to Taxing Unit (10%) ("Pass-Through") | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| State TIR Available for Reimbursement to Developer | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Total Local Tax Capture Available | $ - | $ 100,891 | $ 269,974 | $ 415,410 | $ 420,052 | $ 424,741 | $ 429,476 | $ 434,259 | $ 439,090 | $ 443,969 | $ 448,896 | $ 453,873 | $ 458,900 | $ 463,977 |
| Local Tax Increment to Taxing Unit (10%) ("Pass-Through") | $ - | $ 10,089 | $ 26,997 | $ 41,541 | $ 42,005 | $ 42,474 | $ 42,948 | $ 43,426 | $ 43,909 | $ 44,397 | $ 44,890 | $ 45,387 | $ 45,890 | $ 46,398 |
| Capture for BRA Administrative Fees (5% of available Local TIR after Pass-Through) | $ - | $ 4,540 | $ 12,149 | $ 18,693 | $ 18,902 | $ 19,113 | $ 19,326 | $ 19,542 | $ 19,759 | $ 19,979 | $ 20,200 | $ 20,424 | $ 20,650 | $ 20,879 |
| Capture for Local Brownfield Revolving Fund (LBRF) (5% of available Local TIR after Pass-Through) | $ - | $ 4,540 | $ 12,149 | $ 18,693 | $ 18,902 | $ 19,113 | $ 19,326 | $ 19,542 | $ 19,759 | $ 19,979 | $ 20,200 | $ 20,424 | $ 20,650 | $ 20,879 |
| Local TIR Available for Reimbursement to Developer | $ - | $ 81,722 | $ 218,679 | $ 336,482 | $ 340,242 | $ 344,040 | $ 347,876 | $ 351,750 | $ 355,663 | $ 359,615 | $ 363,606 | $ 367,637 | $ 371,709 | $ 375,821 |
| Total State & Local TIR Available for Reimbursement to Developer | $ - | $ 81,722 | $ 218,679 | $ 336,482 | $ 340,242 | $ 344,040 | $ 347,876 | $ 351,750 | $ 355,663 | $ 359,615 | $ 363,606 | $ 367,637 | $ 371,709 | $ 375,821 |

| **DEVELOPER** | Beginning Balance | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | $ 6,650,727 | **$ 6,650,727** | **$ 6,569,005** | **$ 6,350,326** | **$ 6,013,843** | **$ 5,673,601** | **$ 5,329,561** | **$ 4,981,685** | **$ 4,629,935** | **$ 4,274,272** | **$ 3,914,658** | **$ 3,551,052** | **$ 3,183,415** | **$ 2,811,706** | **$ 2,435,884** |
| MSF Eligible Activities | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| State Tax Reimbursement | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Local Tax Reimbursement | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| DEQ Eligible Activities | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| State Tax Reimbursement | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Local Tax Reimbursement | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| LOCAL-ONLY Activities | $ 6,650,727 | $ 6,650,727 | $ 6,569,005 | $ 6,350,326 | $ 6,013,843 | $ 5,673,601 | $ 5,329,561 | $ 4,981,685 | $ 4,629,935 | $ 4,274,272 | $ 3,914,658 | $ 3,551,052 | $ 3,183,415 | $ 2,811,706 | $ 2,435,884 |
| Local-Only Tax Reimbursement | $ 6,650,726 | $ - | $ 81,722 | $ 218,679 | $ 336,482 | $ 340,242 | $ 344,040 | $ 347,876 | $ 351,750 | $ 355,663 | $ 359,615 | $ 363,606 | $ 367,637 | $ 371,709 | $ 375,821 |
| **TOTAL ANNUAL DEVELOPER/LBRA REIMBURSEMENT** | | **$ -** | **$ 81,722** | **$ 218,679** | **$ 336,482** | **$ 340,242** | **$ 344,040** | **$ 347,876** | **$ 351,750** | **$ 355,663** | **$ 359,615** | **$ 363,606** | **$ 367,637** | **$ 371,709** | **$ 375,821** |

**Table 3**
**Tax Increment Revenue Reimbursement Allocation Table**
**3600 Dunckel Road**
**Lansing, MI**
*July 6, 2018*

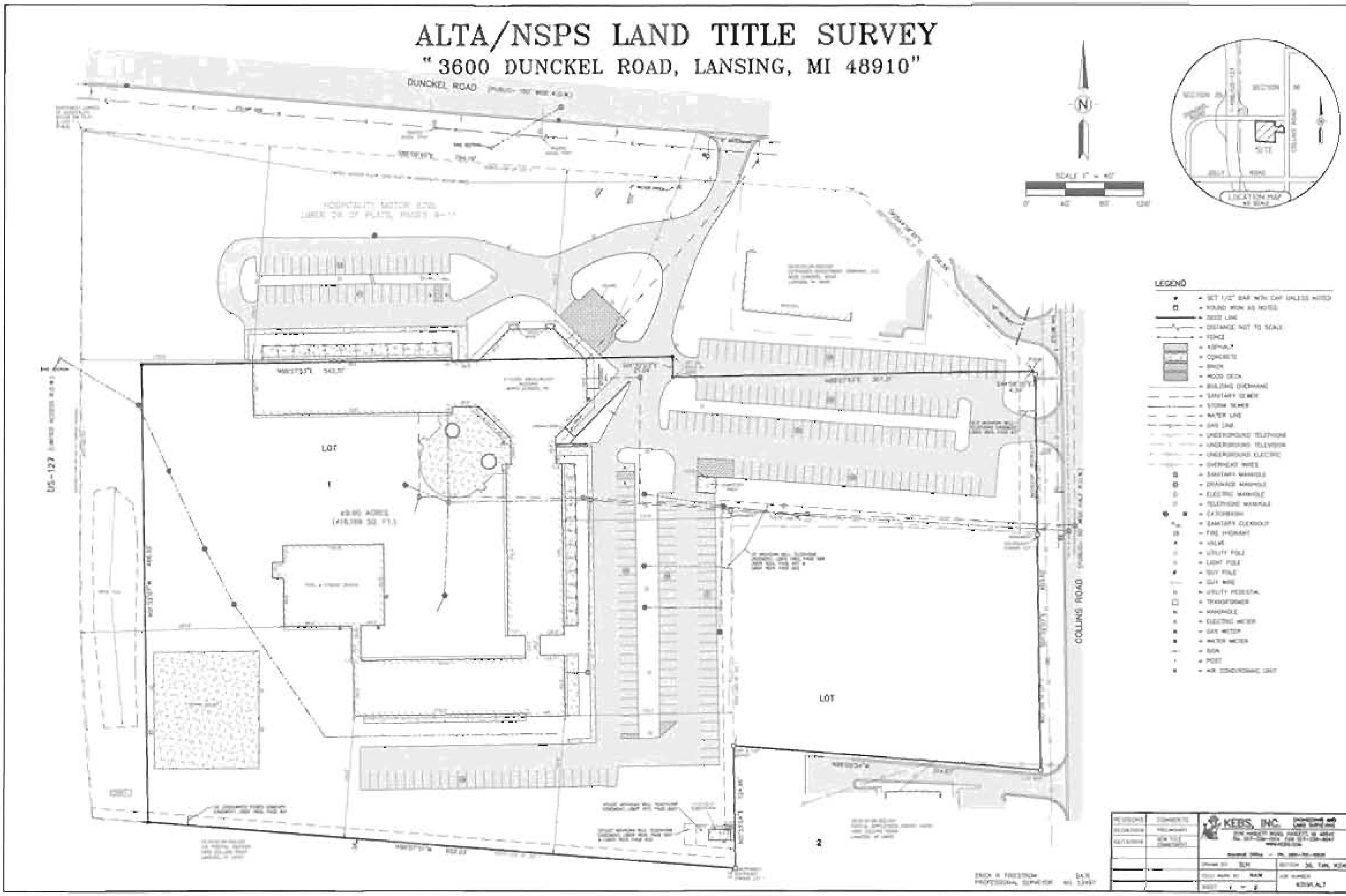
| | 2032<br>14 | 2033<br>15 | 2034<br>16 | 2035<br>17 | 2036<br>18 | 2037<br>19 | 2038<br>20 | TOTALS |
|---|---|---|---|---|---|---|---|---|
| **Available Tax Increment Revenue (TIR)** | | | | | | | | |
| Total State Tax Capture Available | $ - | $ - | $ - | $ - | $ - | $ - | $ - | |
| Capture for State Brownfield Revolving Fund (3 mills of SET) (25-Yrs) | $ - | $ - | $ - | $ - | $ - | $ - | $ - | **$ -** |
| State Tax Increment to Taxing Unit (10%) ("Pass-Through") | $ - | $ - | $ - | $ - | $ - | $ - | $ - | **$ -** |
| State TIR Available for Reimbursement to Developer | $ - | $ - | $ - | $ - | $ - | $ - | $ - | |
| | | | | | | | | |
| Total Local Tax Capture Available | $ 469,105 | $ 474,284 | $ 479,515 | $ 484,798 | $ 490,134 | $ 495,523 | $ 113,906 | |
| Local Tax Increment to Taxing Unit (10%) ("Pass-Through") | $ 46,910 | $ 47,428 | $ 47,951 | $ 48,480 | $ 49,013 | $ 49,552 | $ 11,391 | **$ 821,077** |
| Capture for BRA Administrative Fees (5% of available Local TIR after Pass-Through) | $ 21,110 | $ 21,343 | $ 21,578 | $ 21,816 | $ 22,056 | $ 22,299 | $ 5,126 | **$ 369,485** |
| Capture for Local Brownfield Revolving Fund (LBRF) (5% of available Local TIR after Pass-Throu | $ 21,110 | $ 21,343 | $ 21,578 | $ 21,816 | $ 22,056 | $ 22,299 | $ 5,126 | **$ 369,485** |
| Local TIR Available for Reimbursement to Developer | $ 379,975 | $ 384,170 | $ 388,407 | $ 392,686 | $ 397,008 | $ 401,374 | $ 92,264 | |
| | | | | | | | | |
| Total State & Local TIR Available for Reimbursement to Developer | $ 379,975 | $ 384,170 | $ 388,407 | $ 392,686 | $ 397,008 | $ 401,374 | $ 92,264 | |
| | | | | | | | | |
| **DEVELOPER** | | | | | | | | |
| | **$ 2,055,909** | **$ 1,671,739** | **$ 1,283,333** | **$ 890,646** | **$ 493,638** | **$ 92,264** | **$ 0** | |
| | | | | | | | | |
| MSF Eligible Activities | $ - | $ - | $ - | $ - | $ - | $ - | $ - | |
| State Tax Reimbursement | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Local Tax Reimbursement | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| | | | | | | | | |
| DEQ Eligible Activities | $ - | $ - | $ - | $ - | $ - | $ - | $ - | |
| State Tax Reimbursement | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Local Tax Reimbursement | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| | | | | | | | | |
| LOCAL-ONLY Activities | $ 2,055,909 | $ 1,671,739 | $ 1,283,333 | $ 890,646 | $ 493,638 | $ 92,264 | $ 0 | |
| Local-Only Tax Reimbursement | $ 379,975 | $ 384,170 | $ 388,407 | $ 392,686 | $ 397,008 | $ 401,374 | $ 92,264 | **$ 6,650,726** |
| | | | | | | | | |
| **TOTAL ANNUAL DEVELOPER/LBRA REIMBURSEMENT** | **$ 379,975** | **$ 384,170** | **$ 388,407** | **$ 392,686** | **$ 397,008** | **$ 401,374** | **$ 92,264** | |

# Attachment A

## Legal Description of the Property/ALTA Survey

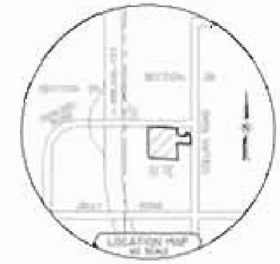
# ALTA/NSPS LAND TITLE SURVEY

## "3600 DUNCKEL ROAD, LANSING, MI 48910"



# ALTA/NSPS LAND TITLE SURVEY

## "3600 DUNCKEL ROAD, LANSING, MI 48910"




### SURVEYOR'S NOTES:

[illegible]

### ALTA/NSPS LAND TITLE SURVEY - TABLE "A" REQUIREMENTS:

[illegible]

### SCHEDULE B, SECTION II, EXCEPTIONS:

[illegible]

### LEGAL DESCRIPTION:

[illegible]

### CERTIFICATION:

[illegible]

PRELIMINARY

[illegible]

KEBS, INC.

# Attachment B

## Letter of Functional Obsolescence

CITY ASSESSORS OFFICE
**Sharon L Frischman, Assessor**
3rd Floor City Hall
124 West Michigan Avenue
Lansing, Michigan 48933
(517) 483-4020
FAX: (517) 483-4101
www.lansingmi.gov/pubserv

Virg Bernero, Mayor

WORKING TOWARD A CLEANER GREENER LANSING

Address: 3600 Dunckel Rd.

Parcel No.: 33-01-01-36-252-001

RE: Statement of Obsolescence

This property has been reviewed and inspected by the City of Lansing Assessing Department. The building at this location is a two-story building constructed in 1968 as a full service hotel. The building has been vacant for many years and is in poor physical condition. There are many water leaks in the roof and basement area. The hotel was constructed with an octagon –shaped lobby area with very long corridors off of that. There are no elevators to the lower level. The building design is now obsolete; construction is more efficient for hotels in a vertical rather than horizontal manner. The current design of the building does not utilize the site to its most profitable use. It is my opinion that this property suffers more than 50% functional obsolescence.

Sharon L Frischman, MMAO (4), MCPPE, MCGA

Date: 10/6/16

# Attachment C

## Summary of Known Environmental Conditions

# ATTACHMENT C

## Summary of Known Environmental Conditions
## 3600 Dunckel Road
## Lansing, Michigan

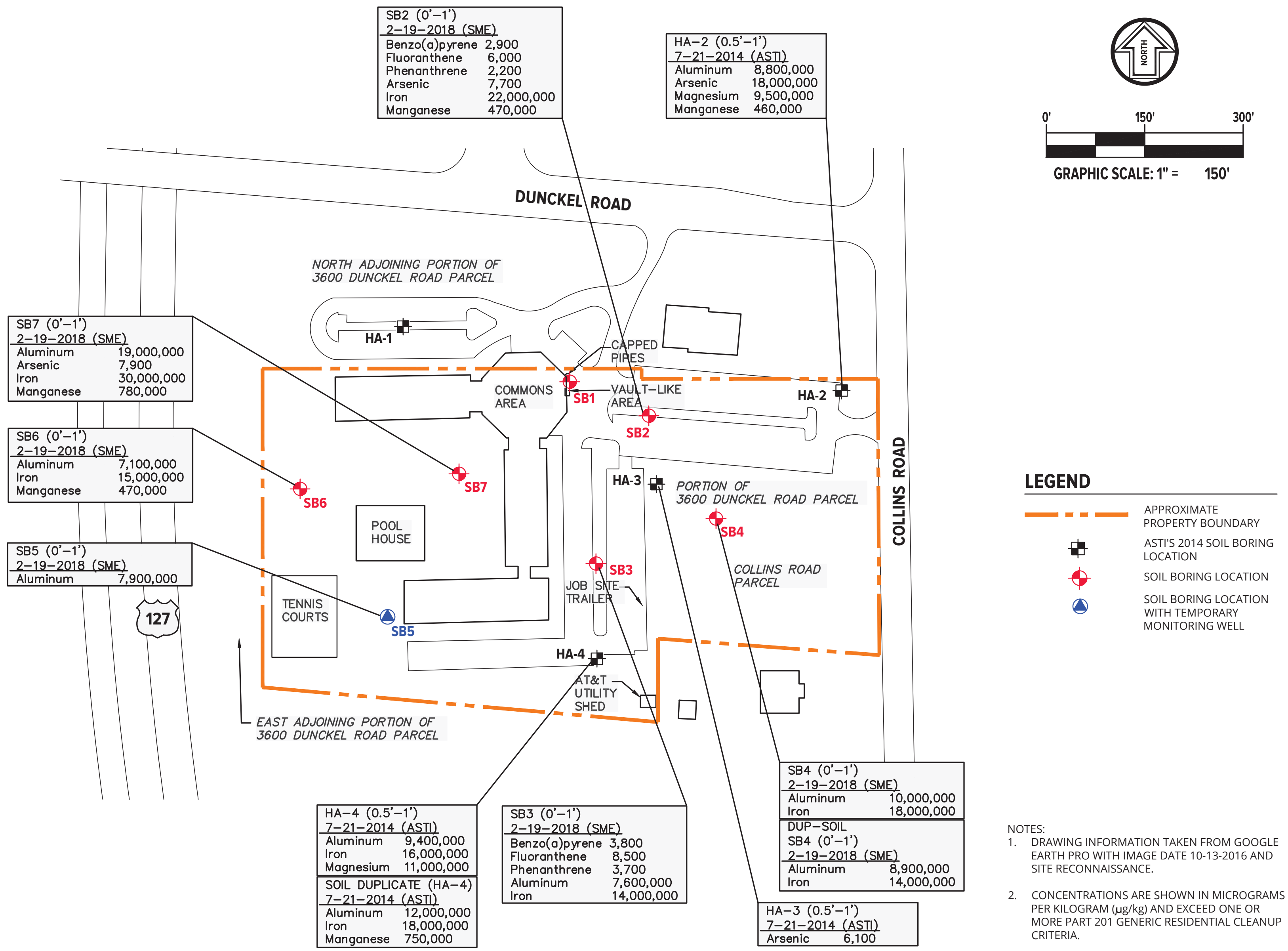
The Property consists of a 9.6-acre parcel of land developed with a former hotel building consisting of a central commons area with a basement and three two-story wings. The remainder of the property is currently undeveloped with paved parking lots, landscaped areas, and grass-covered land. The property was developed for agricultural use by 1938. By 1970, the Property was developed with the current buildings and was operated as a hotel. An outdoor pool and a tennis court were added by 1976. The outdoor pool was removed by 2015. The current utility shed was constructed in the early 1980's. Currently, the Property is vacant and has been for over 10 years.

The following environmental assessments and hazardous material surveys were conducted to evaluate current conditions of the Property:

- Phase II Environmental Site Assessment, 3600 Dunckel Road, Lansing, MI, completed by ASTI Environmental, dated August 5, 2014
- Baseline Environmental Assessment (BEA), 3600 Dunckel Road, Lansing, MI, completed by ASTI Environmental, dated August 14,2014
- Geotechnical Evaluation Report, Lansing Waypoint Multi-Family Development, Lansing, MI, completed by SME, dated March 5,2018
- Pre-Demolition Hazardous Materials Assessment Report, 3600 Dunckel Road, Lansing, MI, completed by SME, dated March 13, 2018
- Baseline Environmental Assessment (BEA) (including a Phase I ESA and Phase II investigation), 3600 Dunckel Road and Collins Road, Lansing, MI, completed by SME, dated March 27, 2018

The aforementioned hazardous materials assessment identified asbestos containing building materials within the structures located on the Property. ACM documented at the Property included joint compound, TSI mudded fittings (insulation), plaster, HVAC vibration dampener, roofing shingles, and caulk that will require abatement prior to demolition.

The aforementioned ESAs identified concentrations of benzo(a)pyrene, fluoranthene, phenanthrene, aluminum, arsenic, iron, magnesium, and manganese in the soil at the Property that exceeded the Part 201 criteria in the samples collected at the Property. Therefore, the Property meets the definition of a "facility" as the term is defined by Part 201 of Michigan's Natural Resources and Environmental Protection Act (P.A. 451, as amended). The areas of impact are shown on the following SME Property and Assessment Summary Diagram - Soil.




NOTES:
1. DRAWING INFORMATION TAKEN FROM GOOGLE EARTH PRO WITH IMAGE DATE 10-13-2016 AND SITE RECONNAISSANCE.
2. CONCENTRATIONS ARE SHOWN IN MICROGRAMS PER KILOGRAM (µg/kg) AND EXCEED ONE OR MORE PART 201 GENERIC RESIDENTIAL CLEANUP CRITERIA.

SME
www.sme-usa.com

Project
**LANSING WAYPOINT MULTI-FAMILY DEVELOPMENT**

Project Location
**COLLINS ROAD PARCEL AND 3600 DUNCKEL ROAD CITY OF LANSING, MICHIGAN**

Sheet Name
**PROPERTY AND ASSESSMENT SUMMARY DIAGRAM - SOIL**

| No. | Revision Date |
|---|---|
| | |
| | |
| | |
| | |

Date 3-9-18
CADD JAB
Designer AHR
Scale 1" = 150'
Project 078281.00.003
Figure No. 3

DRAWING NOTE: SCALE DEPICTED IS MEANT FOR 11" X 17" AND WILL SCALE INCORRECTLY IF PRINTED ON ANY OTHER SIZE MEDIA



PLOT DATE: Mar 21, 2018 - 2:14pm - jblake
FILE LOCATION: \\Sme-inc\pz\WIP\078281.00\CAD\078281.00.003\rev0\078281.00-AN.dwg

CITY OF LANSING
TREASURER'S OFFICE/INCOME TAX DIVISION
Room G-29, First Floor, City Hall
124 W Michigan Ave
Lansing, Michigan 48933
(517) 483-4114
FAX (517) 483-6084

Andy Shcor, Mayor

# City Clerk License Checklist

July 11, 2018

Name (RA): Scott Lawlor

Business Name: Waypoint Residential LLC

Social Security # [redacted]

FEIN # [redacted]

Delinquent Income Taxes: ☐ Yes ☒ No If due, amount:

Comments:

---

Real Property Address:

Parcel #

Delinquent Real Property: ☐ Yes ☐ No If due, amount:

Comments: NA

---

Personal Property Address:

Personal Property Tax #:

Delinquent Real Property: ☐ Yes ☐ No If due, amount:

Comments: NA

---

April Wallis
Reviewed by

7/11/18
Date

Tammy Good

Approval: ☒ Yes ☐ No

**CITY TREASURER** □ **INCOME TAX DIVISION**
G-23 City Hall G-29 City Hall
(517) 483-4121 (517) 483-4114
FAX (517) 483-6084
124 W. Michigan Ave.
Lansing, Michigan 48933

LANSING MICHIGAN

# LANSING TREASURY INFORMATION REQUEST

Business Owner/Corporate President/Company Director/Etc.
Name: Scott Lawlor
Home Address: 165 W. ALEXANDER PALM RD.
BOCA RATON, FL 33432 Since SEPTEMBER 2016
Daytime Phone #: 561-479-8426
Social Security [redacted]
Drivers License
Date of Birth:

Business Data
Corporate Name: Waypoint Residential, LLC
Doing Business As:
Address: 150 E. Palmetto Park Road
Boca Raton, FL 33432
Business Phone #: 561-961-7923
Federal Employer Identification #: [redacted]
Contact person other than owner: Pamela Linden

Do you, or any of these businesses, owe the City money for any reason? Yes____ No ✓
If yes, for what reason?

Name of any other Lansing area business in which your ownership participation exceeds 25%:

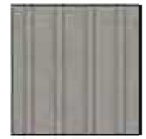
**Fax this form immediately to:**
**City Treasurer's Office**
**124 W. Michigan Avenue**
**Lansing MI 48933**
**Fax: (517) 483-6084**
**Phone: (517) 483-4121**

Signature

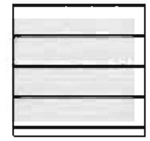
7-10-18
Date

"Equal Opportunity Employer"

CERTAINTEED MAINSTREET
VINYL SIDING
4" WOODGRAIN CLAPBOARD
"AUTUMN RED"

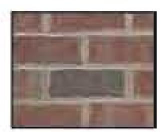


CERTAINTEED BOARD &
BATTEN VINYL SIDING
8" PANEL
"GRANITE GREY"



CERTAINTEED MAINSTREET
VINYL SIDING
8" WOODGRAIN CLAPBOARD
"COLONIAL WHITE"

GLEN-GERY
BRICK VENEER
"FISHTOWN"



GLEN-GERY
BRICK VENEER
"PARLIAMENT"

WAYPOINT RESIDENTIAL

# 3600 DUNCKEL ROAD

SCALE 1/16" = 1'-0"

LANSING, MI
CONCEPTUAL FRONT ELEVATION

2018-07-18

PHILLIPS

OFFICE OF MAYOR ANDY SCHOR
124 W. MICHIGAN AVENUE – NINTH FLOOR
LANSING, MI 48933

AGREEMENT IN CONSIDERATION OF DEVELOPMENT INCENTIVES

THIS AGREEMENT in Consideration of Development Incentives ("Agreement") is made and entered this ______day of __________________, ________, by and between the City of Lansing, Michigan, a Michigan municipal corporation ("City"), and WP Lansing-MI Owner, LLC, ("Applicant"), (collectively the "Parties"):

## I. STATEMENT OF PURPOSE:

The City of Lansing welcomes new investment and the creation of new jobs. To achieve these goals, the City offers a variety of economic incentives that are designed to facilitate the expansion of existing businesses and the location of new businesses within the City, as well as the rehabilitation of obsolete structures and the reuse of environmentally contaminated sites.

Economic incentives typically do not provide City funds to developers or businesses, but rather encourage new investment and job creation in the City that would not have occurred without the incentive. The purpose of this Agreement is to establish performance expectations, reporting requirements and preferences for Lansing-based firms, resident employees and union employees in hiring, contracting, subcontracting and procurement related to the acceptance of economic incentives by the Applicant.

Economic incentives are beneficial to both the City and the Applicant. The approval of incentives must be a transparent and public process that produces a clear agreement between the Parties regarding the responsibilities of both the City and the Applicant. This public process does not end with the approval of the incentive, but continues until the commitments made by the Applicant under this Agreement are met.

## II. DEFINITIONS

As used in this Agreement, the definitions herein shall be the mutually understood meaning of the following terms:

*"Incentive"* means a reduction in City taxes levied on real or personal property, or other financial benefit to Applicant, for a limited number of years as specified in this Agreement, and which may include, but is not limited to, those tax reductions or other financial benefits authorized by the Obsolete Property Rehabilitation Act (Public Act 146 of 2000, as amended), Neighborhood Enterprise Zone Act (Public Act 147 of 1992, as amended), Brownfield Redevelopment Financing Act (Public Act 381 of 1996, as amended), Plant Rehabilitation and Industrial Development Districts (Public Act 198 of 1974, as amended) and the New Personal Property Tax Exemption authorized by Public Act 328 of 1998.

*"Lansing-based firm"* means an incorporated business entity that owns or leases an office, warehouse, distribution center, or wholesale or retail store located within the corporate limits of the City of Lansing.

*"Full-time Equivalent Employees (FTE)"* means a combination of full-time and part-time employees that represents all employees as a comparable number of full-time employees.

## III. RECITALS:

### A. APPLICANT/PROJECT INFORMATION

Name of Project: Volaris Lansing

Location of Project (provide attached map): 3600 Dunckel Road [Parcel ID 33-01-01-36-252-001 (portion) & 33-01-01-36-352-032]

Business Name of Applicant *(if applicable):* WP Lansing-MI Owner, LLC

Name of Parent Company *(if applicable):* Waypoint Residential Services, LLC

List Managing Partner and all other Partners, including percentage ownership interest of each partner:

Waypoint Residential, LLC______________________ 100__________%

______________________________ __________ %

______________________________ __________ %

Project description:

The Project includes razing the existing 10-year vacant, functionally obsolete 102,000 square foot hotel, remediating soil contamination and developing a 286-unit market rate multifamily community comprised of four 4-story buildings. The development will include tuck under garage parking, an outdoor landscaped pool, outdoor courtyards, grilling stations, enclosed outdoor dog run and park, clubhouse, 4th floor resident amenity Skydeck and fully staffed leasing center. Exterior construction is contemplated to include hard siding and/or stone.

List all past projects started in the city of Lansing by any of the partners listed above:
Not Applicable

List City incentive(s) and number of years requested for each:

__Brownfield TIF______________________ ____________20__ Years

______________________________________ ________________ Years

______________________________________ ________________ Years

______________________________________ ________________ Years

List all Federal, State or other incentives and their estimated value that may be part of this project:

Not Applicable ______________________________________________

Name of Financial Institution(s) funding the Project *(if unavailable upon execution of this Agreement, Applicant agrees to furnish commitment letter(s) from lending institution(s) to the LEDC when available):* TBD - Applicant to furnish commitment letter from lending institution when available.

Estimated number of new, permanent full-time equivalent employees (FTE) upon Project Completion *(if applicable):* Five (5) FTE

Estimated total investment in real and personal property, including acquisition and construction costs, upon Project Completion: $52,183,585

Estimated average hourly wage or annual salary of new, permanent employees *(if applicable):*
TBD

## B. APPLICANT ACCEPTANCE OF NOTICE AND REPORTING REQUIREMENTS AND LOCAL PREFERENCES IN HIRING, PROCUREMENT OF GOODS AND SERVICES, CONTRACTING AND SUBCONTRACTING

*(initial spaces below to indicate acceptance)*

CH Applicant agrees to notify the LEDC and City Assessor of any and all partnership changes during the term of any incentives approved for the Project.

CH Applicant agrees, and may be required to provide written documentation at the request of the LEDC, to consider and hire as many Lansing residents and Lansing-based firms, including but not limited to consultants, suppliers, contractors and sub-contractors, as reasonably possible.

CH Applicant agrees, and may be required to provide written documentation at the request of the LEDC, to make good faith efforts to hire contractors and sub-contractors that employ union labor when economically feasible.

CH Applicant agrees that all employees, contractors and sub-contractors related to this Project will pay all City individual income tax.

CH Applicant agrees to report annually to the City Treasurer all gross individual income taxes paid and current residential addresses of all employees.

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

## C. LEDC STAFF/ADMINISTRATION RECOMMENDATION

Name of Lead Staff Person: Karl Dorshimer

| | |
|---|---|
| Revenue currently paid to the City by the site or project (20 yrs.): | $ 438,360 |
| Estimated total revenue to the City upon Project Completion (20 yrs.): | $ 3,885,458 |
| Estimated total value of City Incentive(s): | $ 2,762,519 |
| Estimated total new net revenue to the City: | $ 1,122,939 |

Staff Comments *(indicate reasons for providing Incentive and describe any additional value to the City as a result of approval)*:

The environmental and physical challenges of the property make the project uneconomical without the use of the brownfield plan to reimburse the developer for these extraordinary costs.

Project Timeline: The project is anticipated to begin in December 2018 and be completed by June 2021.

Have all appropriate City Incentive fees been received? YES NO

Staff Recommendation: APPROVE DENY MODIFY

*(if DENY or MODIFY please explain in space provided below)*

---

Administration Recommendation: APPROVE DENY MODIFY

*(if DENY or MODIFY please explain in space provided below)*

---

**D. ADDITIONS:**

1. Applicant, in seeking local legislative approval, has made certain representations to the City as more fully set forth herein.

2. The Applicant has applied for Incentive for the purpose of razing the existing 10-year vacant, functionally obsolete 102,000 square foot hotel, remediating soil contamination and developing a 286-unit market rate multifamily community comprised of four 4-story buildings. The development will include tuck under garage parking, an outdoor landscaped pool, outdoor courtyards, grilling stations, enclosed outdoor dog run and park, clubhouse, 4th floor resident amenity Skydeck and fully staffed leasing center. Exterior construction is contemplated to include hard siding and/or stone ("Project"). The Project is expected to hire at least five (5) or retain at least five (5) new full-time equivalent employees (FTE) and requiring a total investment in real property of at least $51,548,585 (total Project costs minus personal property) and personal property of at least $635,000, when completed.

3. The Applicant has supplied to the LEDC all application and supporting documentation, including a list of all partners of the Applicant with an ownership interest in the Project, which in turn has been forwarded to the City prior to the approval of the Incentive.

4. The Applicant has provided to the LEDC detailed information including wage and benefit information for the Project and new, permanent full-time equivalent employees (FTE) expected

to be hired or retained as a result of the Project, which in turn has been forwarded to the City prior to approval of the Incentive.

5. The Applicant and the City desire to enter into an agreement whereby the Applicant and City specify and agree on the Project performance measures under which the Incentive is granted, and some of the conditions under which such Incentive can be modified or revoked by the City and/or State of Michigan. Nothing in this Agreement supersedes or diminishes any rights of the City or the State established by Federal, State, or Local law or regulations.

6. The Lansing City Treasurer has verified in writing the Applicant is not delinquent and/or late on any property taxes owed to the City for all properties in which the applicant owns a twenty-five percent (25%) or more interest.

7. The Lansing City Treasurer has verified in writing the Applicant, if an employer in the City, is in compliance with all required City wage withholding and income reporting requirements for all of their employees.

8. The Lansing City Treasurer has verified in writing the Applicant is not delinquent and/or late on any corporate or other business income taxes owed the City, if any.

9. The LEDC has verified that all application fees due have been paid in full by the Applicant.

## IV. AGREEMENT:

NOW, THEREFORE, in consideration of the recitals and mutual covenants and agreements herein contained and pursuant to Michigan Public Act 381 of 1996, MCLA 125.2651 et. seq. (the "Act"), as amended, the Parties agree as follows:

A. Reliance on Recitals

The Parties acknowledge Applicant has made representations contained within its application, and the recitals and additions above, with the purpose and intent of City's reliance thereon, as well as for compliance with the Act, as amended, and the City relies upon these representations in its determination that the Incentive should be approved.

B. Project Area

The location of the Project is commonly known as 3600 Dunckel Road ("Project Area") and legally described as follows:

(As provided in Chicago Title Insurance Company, Commitment No. 331049134NTS, Revision No. 1, dated February 2, 2018):

A parcel of land being part of Lots 1 and 2, Hospitality Motor Inns, a Subdivision being part of the Southwest ¼ of Section 36, T4N, R2W, City of Lansing, Ingham County, Michigan, as recorded in Liber 29 of Plats, Pages 9-11, Ingham County Records, being described as: Commencing at the Northwest corner of said plat, also being the Northwest corner of said Lot 1; thence S86°09'45"E along the North line of said Lot 1 a distance of 794.19 feet to the Northeasterly line of said Lot 1; thence S44°58'35"E along said Northeasterly line 256.85 feet to the point of beginning of this description; thence continuing S44°58'35"E along said Northeasterly line 4.34 feet to the East line of said Lot 1; thence S01°32'07"E along said East line and along the East line of said Lot 2 a distance of 403.52 feet; thence N86°09'54"W parallel with the South line of said Lot 1 a distance of 314.67 feet to the East line of said Lot 1; thence S01°33'04"E along the East line of said Lot 1 a distance of 124.96 feet to the Southeast corner of said Lot 1; thence N86°07'51"W along the South line of said Lot 1 a distance of 602.03 feet; thence N01°32'07"W parallel with said East line of Lot 2 a distance of 466.52 feet; thence N88°27'53"E perpendicular to said East line of Lot 2 a distance of 542.31 feet; thence S01°32'07"E parallel with said East line of Lot 2 a distance of 21.04 feet; thence N88°27'53"E perpendicular to said East line of Lot 2 a distance of 367.31 feet to the point of beginning.

C. Project Timeframe.

The Applicant and City agree the City's approval of the Incentive is based upon completion of the Project within a specific time period ("Project Timeframe"). The Project Timeframe starts December 1, 2018 and ends June 30, 2021.

D. Project Completion

The Applicant and the City agree that for the Project to be considered complete, the Applicant must perform all of the following in the Project Area within the Project Timeframe ("Project Completion"):

1. Hire at least 5 new, permanent full-time equivalent employees (FTE) and/or retain at least 5 full-time equivalent employees (FTE).

2. Purchase and/or locate within the Project Area, personal property with a fair market value of at least $635,000. This personal property may not be moved to the Project Area from another location within the City of Lansing.

3. Make at least $33,718,390 of improvements to the real property. Improvements include only hard costs and exclude architectural and engineering costs.

4. Obtain all necessary building permits and site plan approvals, including payment of all required fees, plus final inspections including a Certificate of Occupancy from the City of Lansing and all other appropriate authorities and agencies.

5. Upon Project Completion, the applicant will provide to the LEDC, upon request, any and all appropriate financial records that are referenced as part of this Agreement.

6. Project Completion must be performed by June 30, 2021.

E. Project Completion Progress Reports

The Applicant shall file an annual report with the LEDC on the Applicant's progress toward achieving Project Completion. Reports shall be submitted in compliance with all LEDC reporting requirements (on-line, not of a proprietary nature but based on information contained in this agreement). Applicant understands and agrees that the information submitted to the LEDC will be available for public viewing, unless prior approval is requested and granted for specific confidential business information that is not subject to disclosure under the Freedom of Information Act (Public Act 442 of 1976, being MCL 15.231 et. seq., as amended). Non-compliance with reporting requirements may result in the modification or revocation of the Incentive.

Lack of performance and compliance with this agreement, may be considered as relevant information in consideration of the approval of all future incentive applications to the LEDC or City by the Applicant or any person or entity with (25%) or more ownership in the Project.

F. Verification of Project Completion

No later than thirty (30) days after the end of the Project Timeframe, the Applicant shall provide in writing to the LEDC a Final Project Completion Report ("Final Report on-line") with proof of Project Completion. Acceptable forms of proof may include, as directed by LEDC, proof of employment, proof of paid invoices, executed and filed tax documentation, final financing documents and similar material which confirm original financial data, engineering and architectural "as-built" drawings, photographs, and other like evidence of completion of the Project in the Project Area. If at any time during the Project Timeframe the Applicant completes the Project as agreed upon in Section (4), the Applicant may submit the Final Project Completion Report to the LEDC on line.

G. Consideration of Applicant's Compliance with the Agreement.

Within 60 days of receiving the Final Report, or 90 days after the end of the Project Timeframe, the LEDC shall make a preliminary determination if the Applicant has achieved Project Completion. In the event the preliminary determination concludes the Project was completed per this Agreement, written notification of such finding shall be sent from the LEDC to the Applicant and the City of Lansing Finance Director. In the event the LEDC makes the determination the Applicant did not complete the project per this Agreement, the LEDC will forward in writing its findings and a recommended course of action to the Applicant and the City of Lansing Finance Director. Prior to any action that might lead to the modification or revocation of all or part of the Incentive, the City shall offer the Applicant the reasonable opportunity to appear before the Council and be heard. In the event of the revocation of all or part of the Applicant's Incentive, the City may consider the breach of contract when contemplating the approval of all future Incentive applications to the City by the Applicant or any partners listed as required in the Recitals.

H. Failure of Applicant to Pay Tax Applicable to Personal Property

If any property tax applicable to the personal property that makes up the project is not paid within the time permitted by law for payment without penalty during the life of the Incentive being granted by this Agreement, the City may seize and sell the personal property to pay the tax, expenses of sale, and interest on the tax, or may commence civil litigation to recover the amount of tax an interest thereon, in accordance with Michigan law.

I. Failure of Applicant to Pay Tax Applicable to Real Property

If any property tax applicable to the real property that makes up the project is not paid within the time permitted by law for payment without penalty during the life of the Incentive being granted by this Agreement, the City may place a lien on the real property. The City may enforce the lien in the same manner as provided by law for the foreclosure in the circuit courts of mortgage liens upon real property, in accordance with Michigan law.

J. City's Rights under Act

Nothing in this Agreement shall supersede the City's ability to request the State Tax Commission to revoke the Incentive as otherwise provided, or as may hereafter be provided, under the Act, as amended. Nothing in this Agreement supersedes or diminishes any rights of the City or the State established by Federal, State, or Local law or regulations.

K. Ambiguity

If this Agreement or any of its terms and conditions is determined to be ambiguous, this Agreement and all its terms and conditions shall be considered as if drafted by both parties.

L. Rights and Remedies Cumulative

The Parties shall have all the rights and remedies available at law, in equity or in this Agreement to enforce the rights and obligations under this Agreement. All remedies shall be cumulative, and none will be exclusive of any other. The exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other party. No waiver made by either such party with respect to the performance, or manner or time thereof, or any obligation under the Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

M. Right In Third Parties

This Agreement is not intended nor shall it create any rights, expectations or benefit to any third parties, including any creditor of the parties.

N. Severability

The invalidity of any portion of this Agreement shall not affect the validity of the remainder thereof.

O. Subsequent Waivers

One or more waivers of any provision, covenant, or condition of this Agreement shall not be construed as a waiver of a subsequent breach of the same provision, covenant, or condition, or as a waiver of a subsequent breach of other provisions, covenants, or conditions. The consent or approval to or for any act shall not be deemed to render unnecessary the consent or approval to or for any subsequent similar act.

P. Termination

This Agreement terminates upon the end of the life of the incentive.

Q. Authority.

The Applicant's execution, delivery and performance of this Agreement have been duly authorized. The Applicant's representative executing this Agreement does so with requisite authority to fully and completely bind the Applicant.

IN WITNESS WHEREOF, the undersigned Parties hereto execute this Agreement as of the day and year first above written.

WITNESSES:

______________________

______________________

______________________

______________________

______________________

______________________

WP Lansing-MI Owner, LLC:

By: ______________________
Chris Harness

Its: Authorized Signatory

CITY OF LANSING:

By: ______________________
Andy Schor

Its: Mayor

LANSING ECONOMIC DEVELOPMENT CORPORATION:

By: ______________________
Karl R. Dorshimer

Its: Authorized Representative

Approved as to form:

______________________
James Smiertka
City Attorney

I hereby certify that funds are available in Account No.: ______________________

______________________
City Controller

# REIMBURSEMENT AGREEMENT

This Brownfield Reimbursement Agreement (the "**Agreement**") is made as of ____________, among the Lansing Brownfield Redevelopment Authority (the "**Authority**"), a public body corporate with offices at 1000 South Washington Avenue, Lansing, MI 48910; and WP Lansing-MI Owner, LLC with a business address of 13355 Noel Road, Suite 1310 Dallas, TX 75240 (the "Developer"). The Authority and the Developer, collectively, shall be referred to as the "**Parties**" throughout the Agreement.

## RECITALS

A. The Authority was created by the City of Lansing (the "**City**") pursuant to the Brownfield Redevelopment Financing Act, 1996 P.A. 381, as amended (the "**Act**"), and, pursuant to the Act, the Authority has prepared a Brownfield Plan to include the Property (as defined below) which was duly approved by the City Council on ______________, ___________ following a public hearing on ______________, _________, a copy of which is attached as **Exhibit A** (the "**Brownfield Plan**").

B. The Developer intends to develop the property in the City of Lansing which is described on the attached **Exhibit B** (the "**Property**") and which, as defined by Part 201 of Michigan's Natural Resources and Environmental Protection Act (P.A. 451, as amended) and included in the Brownfield Plan is an "eligible property" and is therefore commonly referred to as a "brownfield."

C. The Developer has also entered into an Agreement in Consideration of Development Incentives with the City of Lansing and the Authority, a copy of which is attached as **Exhibit C** (the "**Development Agreement**").

D. Provided it obtains any needed zoning and building approvals from the City and others, the Developer plans to develop on the Property certain improvements (the "**Improvements**") as described in the Brownfield Plan. The Improvements will increase the tax base for the relevant taxing jurisdictions and support the employment base in the City. The Improvements include eligible activities as defined by the Act (the "**Eligible Activities**").

E. In order to make the Improvements on the Property, the Developer will incur costs to complete the Eligible Activities. These costs are more fully described in the Brownfield Plan ("**Eligible Costs**"). It is recognized that the Brownfield Plan is based upon estimated costs and may increase or decrease depending on the nature and extent of the Brownfield conditions and other unknown conditions encountered on the Property. The actual cost of those Eligible Activities encompassed by the Brownfield Plan that will qualify for reimbursement from Tax Increment Revenues (defined below) shall be governed by the terms of this Agreement. No costs of Eligible Activities will be qualified for reimbursement except to the extent permitted in accordance with the terms and conditions of this Agreement, Brownfield Plan and the Act. The amount reimbursed for Eligible Activities may be adjusted up or down between the various categories of Eligible Activities, up to the maximum total reimbursement of $6,650,727.00.

F. In accordance with the Act and the Brownfield Plan, the Parties desire to use the property tax revenues that are generated from an increase in the Property's taxable value due to the

Improvements ("**Tax Increment Revenues**") to reimburse the Developer for Eligible Costs it incurs in improving the Property.

G. The Parties are entering into this Agreement to establish the terms and conditions and the procedures for such reimbursement with Tax Increment Revenues as they are generated.

## TERMS AND CONDITIONS

In exchange for the consideration in and referred to by this Agreement, the Parties agree as follows:

1. Brownfield Plan. To the extent provisions of the Brownfield Plan conflict with this Agreement, the terms and conditions of the Brownfield Plan control. To the extent provisions of the Brownfield Plan or this Agreement conflict with the Act, then the Act controls.

2. Construction of Development. The Developer shall proceed with due care and diligence to complete the Improvements and undertake and complete the Eligible Activities resulting in the Eligible Costs, all in accordance with this Agreement, the Brownfield Plan, Development Agreement and all applicable laws, rules, regulations, permits, orders, and authorized requirements of any official or agency of competent jurisdiction.

3. Capture of Taxes. The parties agree that this Agreement and the Tax Increment Revenues collected and distributed pursuant to the Brownfield Plan are intended to fund the Eligible Costs and the Authority's costs as described in the Brownfield Plan.

4. Submission of Costs. For those Eligible Costs for which the Developer seeks reimbursement from the Authority, the Developer shall submit to the Authority such of the following as may be required by Authority representatives:

(a) a written statement detailing the costs,

(b) a written explanation as to why the amounts requested are subject to reimbursement pursuant to the Brownfield Plan and this Agreement,

(c) copies of invoices from the consultants, contractors, engineers, attorneys or others who provided such services,

(d) copies of waivers of liens by the contractors, subcontractors and material suppliers;

(e) if not already submitted, copies of the contract with the contractor or supplier providing the services or supplies for which reimbursement is sought;

(f) a statement from the engineer and project manager overseeing the work stating the Eligible Activities have been completed and all invoices have been paid, and recommending reimbursement; and

(g) A signed statement from the Developer attesting that all completed Eligible Costs comply with all local, state and federal laws and regulations.

(h) any other information which may be reasonably required by state authorities or reasonably required by the Authority.

The Developer may submit a reimbursement request including such information ("**Reimbursement Request**") whenever it is available even though Tax Increment Revenues for the reimbursement may not be available at the time of submittal. As Tax Increment Revenues become available, the Authority will reimburse the Developer those Eligible Costs which have been approved by the Authority as directed by the Brownfield Plan. The Developer and Authority agree that the Authority may do so but is not obligated to reimburse Eligible Activities conducted after June 30, 2021, with the exception of reimbursement for Public Improvements, as described below.

5. Developer's commitment to fund Public Infrastructure Improvements.

An integral part of the Brownfield Plan is Developer's contribution of $500,000 ("**Infrastructure Funding Amount**") for public infrastructure improvements at or near the intersection of Dunckel and Collins Roads ("**Public Improvements**"). The Public Improvements shall be considered Eligible Activities, and shall be eligible for reimbursement to Developer after payment of the Infrastructure Funding Amount and submission of a Reimbursement Request by Developer, or assignment of reimbursement rights to Developer by Authority and/or Lansing (according to the approved Brownfield Plan) and submission of a Reimbursement Request by Developer.

The Infrastructure Funding Amount shall be deposited in an account at a regulated financial institution chosen by Authority ("**Deposit Account**"). The Deposit Account shall be owned by Authority. The deposit of the Infrastructure Funding Amount shall be made by Developer no later than January 15, 2020.

In the event Developer does not deposit the Infrastructure Funding Amount as required above, Developer will be considered in default of the Reimbursement Agreement and the Development Agreement; and as a consequence of such default Authority shall have the right to apply all tax capture to reimbursement of up to $500,000 of Public Improvements funded by LBRA before paying any Tax Increment Revenues to another entity for Eligible Activities per the Brownfield Plan and the Act.

In the event the Infrastructure Funding Amount placed in the Deposit Account is obtained by Developer through borrowing, then the interest cost of the Infrastructure Funding Amount shall be reimbursable with Tax Increment Revenues, per the Brownfield Plan, at the earliest date permitted under the Brownfield Plan or this Agreement.

The Authority shall have sole authority to select the Public Improvements to be funded by the Infrastructure Funding Amount and determine the timing of construction of such improvements. However, all payments for Public Improvements from the Deposit Account must be made within five (5) years of the date of January 15, 2020, and any balance remaining in the Deposit Account after January 15, 2025 shall be returned to Developer. The fact that payment for Public Improvements may be made from the Deposit Account shall not affect the designation and treatment of Public Improvements as Eligible Activities.

6. <u>Payments</u>. Payments to the Developer shall be made as follows:

(a) Within sixty (60) days of its receipt of the materials identified in paragraph 4 above, the Authority shall decide whether the payment request is for Eligible Costs and whether such costs are accurate. If the Authority determines all or a portion of the requested payment is for Eligible Costs and is accurate, it shall see that the portion of the payment request that is for Eligible Costs is processed for payment as provided in subparagraph (b) below. If the Authority disputes the accuracy of any portion of any payment request or that any portion of any payment is for Eligible Costs, it shall notify the Developer in writing of its determination and the reasons for its determination. The Developer shall have forty-five (45) days from its receipt to provide the Authority a written response to the Authority's decision and the reasons given by the Authority. Within forty-five (45) days of receiving the written response from the Developer, the Authority shall make a final determination on the eligibility of the disputed cost(s) and inform the Developer in writing of its determination. The final determination shall be binding upon the Developer.

(b) Once it approves any request for payment as Eligible Costs and approves the accuracy of such costs, the Authority shall pay to the Developer pursuant to this Agreement, the Brownfield Plan and Development Agreement

(c) The reimbursement obligation under this Agreement shall expire upon the earlier of (i) expiration of the Brownfield Plan obligation to the Developer, or (ii) payment by the Authority to the Developer of all LBRA approved amounts due to the Developer under this Agreement or (iii) payment by the Authority to the Developer of all LBRA approved amounts due to the Developer from Tax Increment Revenues captured from the Property prior to January 1, 2041.

(d) The sole source for any reimbursement shall be such Tax Increment Revenues as described in the Brownfield Plan. To the extent permitted by law, such reimbursements, once approved by the Authority under subparagraph (b) above shall be and remain valid and binding obligations of the Authority until paid or until expiration of the time for payment as provided in subparagraph (c), or if the Developer is in default of the Development Agreement.

(1) Payment for Administrative Fees. The Authority will collect a payment for administrative fees annually from Tax Increment Revenues equaling 5 percent of the amount of Tax Increment Revenue collected each year that is derived from "Local Taxes", as defined by the Act. The purpose of this payment is to cover administrative costs and fees, as defined in section 7.(1)(h) of Act 381, that are part of the approval of the Brownfield Plan, an Act 381 Work Plan and any Eligible Activity on an eligible property. The payment is a reimbursable administrative cost reimbursable from Tax Increment Revenues under Section 13b(7) of the Act, and related to the satisfaction and performance of the terms of this Agreement. The Developer acknowledges that payment of the administrative fees will be made from Tax Increment Revenues before payments to the LBRF (defined below) and before any payments of amounts due to the Developer hereunder.

(2) Payment for Local Brownfield Revolving Fund ("**LBRF**"). The Authority will collect a payment each year for deposit into the LBRF. The payment will equal 5 percent of the amount of Tax Increment Revenues collected each year that is derived from "Local Taxes", as defined by the Act. Collection and use of the payments deposited into the LBRF will be in accordance with Section 8 and Section 13.(5) of the Act. The Developer acknowledges that payment of the LBRF will be made from Tax Increment Revenues before any payments of amounts due to the Developer hereunder.

7. Assignment of Future Reimbursement Revenue. The Developer may assign, with the Authority's written approval, all or part of its rights and obligations under this Agreement to any affiliate or successor in interest. Developer shall, no later than sixty (60) days prior to such assignment, notify the Authority as specified under Subparagraph 10(e).

8. Adjustments. If, due to an appeal of any tax assessment or reassessment or any other reason, the Authority is required to reimburse any Tax Increment Revenues to taxing entities, the Authority may deduct the amount of any such reimbursement from any amounts due and owing the Developer or, if all amounts due the Developer under this Agreement have been fully paid, the Authority may invoice the Developer for the amount of such reimbursement and the Developer shall pay the Authority such invoiced amount within sixty (60) days of the Developer's receipt of the invoice from the Authority. Nothing in this agreement shall limit the right of the Developer to appeal any tax assessment.

9. Obligation to Fund Eligible Activities. The Developer shall pay for the Eligible Costs with its own funds and receive reimbursement from the Authority by available Tax Increment Revenues as described in the Brownfield Plan and in this Agreement. It is anticipated that there will be sufficient available Tax Increment Revenues to pay for all Eligible Costs under this Agreement. However, if for any reason increased Tax Increment Revenues from the Property do not result in sufficient revenues to satisfy such obligations, the Developer agrees and understands that it will have no claim or further recourse of any kind or nature against the City or the Authority and the Developer shall assume full responsibility for any such loss or costs.

10. Indemnification. The Developer shall defend, indemnify, and hold the City and the Authority, and their agents, representatives, and employees ("**Indemnified Persons**") harmless from any loss, expense (including reasonable legal counsel fees) or liability of any nature due to any and all suits, actions, legal or administrative proceedings, or claims arising or resulting from injuries to persons or property, or other losses to third parties, as a result of the construction, ownership, operation, use or maintenance of the Improvements.

11. Miscellaneous.

(a) This Agreement, the Brownfield Plan, and the Development Agreement are all the agreements between the parties as to their subject matter. All previous negotiations, statements and preliminary instruments of the parties or their representatives are merged into those agreements. This Agreement shall not be amended or modified except in writing signed by all the parties. It shall not be affected by any course of dealing and the waiver of any breach shall not constitute a waiver of any subsequent breach of the same or any other provision.

(b) This Agreement and the rights and obligations under this Agreement except as previously noted, are un-assignable and non-transferable without the consent of the other party. It shall, however, be binding upon any successors or permitted assigns of the parties.

(c) This Agreement shall terminate when the reimbursement obligation under this Agreement expires according to paragraph 6 (c) above.

(d) All parties had input into the drafting of this Agreement and all had the advice of legal counsel before entering into this Agreement. In the event any ambiguity of any language in this Agreement arises, such ambiguity shall not be construed against any party.

(e) Notices shall be complete when delivered by personal delivery, by courier or delivery service (such as UPS, FedEx or other service) or by certified mail, return receipt requested to the addresses first written above. If any party refuses to accept delivery when presented, delivery shall be deemed to have occurred at the time of such refusal. Any such notice and communication shall be addressed as follows:

If to Authority: Lansing Brownfield Redevelopment Authority
1000 South Washington Avenue, Suite 201
Lansing, MI 48910
Attn: Karl Dorshimer

If to Developer: WP Lansing-MI Owner, LLC
13355 Noel Road, Suite 1310
Dallas, TX 75240
Attn. Chris Harness

(f) This Agreement shall be governed by the laws of the State of Michigan.

(g) This Agreement may be signed in multiple identical copies, each of which shall be deemed to be an original copy, and each facsimile or electronic copy shall constitute a legally binding, enforceable document.

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

(i) Each party shall take all actions required of it hereunder as expeditiously as possible and shall cooperate to the fullest extent possible with the other parties and with any individual, entity or governmental agency regarding the purposes of this Agreement. Each party shall execute and deliver all documents necessary to accomplish the purposes and intent of this Agreement, including, but not limited to, such documents or agreements as may be required by the Developer's lenders with respect to securing financing from such lenders.

By signing below, all parties represent and warrant their authority to enter into this agreement on behalf of their respective organizations. The parties have signed this Agreement as of the date first written above.

| | |
|---|---|
| **DEVELOPER**<br>**WP LANSING-MI OWNER, LLC** | **LANSING BROWNFIELD**<br>**REDEVELOPMENT AUTHORITY** |
| By: ______________________ | By: ______________________ |
| Chris Harness, Authorized Signatory | Karl R. Dorshimer, LBRA Representative |

EXHIBIT B
LEGAL DESCRIPTION OF PROPERTY

The location of the Project is commonly known as 3600 Dunckel Road, Lansing, Michigan ("Project Area") and legally described as follows:

(As provided in Chicago Title Insurance Company, Commitment No. 331049134NTS, Revision No. 1, dated February 2, 2018):

A parcel of land being part of Lots 1 and 2, Hospitality Motor Inns, a Subdivision being part of the Southwest ¼ of Section 36, T4N, R2W, City of Lansing, Ingham County, Michigan, as recorded in Liber 29 of Plats, Pages 9-11, Ingham County Records, being described as: Commencing at the Northwest corner of said plat, also being the Northwest corner of said Lot 1; thence S86°09'45"E along the North line of said Lot 1 a distance of 794.19 feet to the Northeasterly line of said Lot 1; thence S44°58'35"E along said Northeasterly line 256.85 feet to the point of beginning of this description; thence continuing S44°58'35"E along said Northeasterly line 4.34 feet to the East line of said Lot 1; thence S01°32'07"E along said East line and along the East line of said Lot 2 a distance of 403.52 feet; thence N86°09'54"W parallel with the South line of said Lot 1 a distance of 314.67 feet to the East line of said Lot 1; thence S01°33'04"E along the East line of said Lot 1 a distance of 124.96 feet to the Southeast corner of said Lot 1; thence N86°07'51"W along the South line of said Lot 1 a distance of 602.03 feet; thence N01°32'07"W parallel with said East line of Lot 2 a distance of 466.52 feet; thence N88°27'53"E perpendicular to said East line of Lot 2 a distance of 542.31 feet; thence S01°32'07"E parallel with said East line of Lot 2 a distance of 21.04 feet; thence N88°27'53"E perpendicular to said East line of Lot 2 a distance of 367.31 feet to the point of beginning.

BY THE COMMITTEE ON DEVELOPMENT AND PLANNING
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING
RESOLUTION APPROVING BROWNFIELD PLAN #73
3600 DUNCKEL ROAD REDEVELOPMENT PROJECT

WHEREAS, the Brownfield Redevelopment Authority (the 'Authority') of the City of Lansing, pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, Public Act, Public Act 381 of 1996, as amended, (the 'Act') has prepared a Brownfield Plan, submitted to Council and placed on file in the office of City Clerk, LBRA Brownfield Plan #73 – 3600 Dunckel Road Redevelopment Project (the 'Plan'); and

WHEREAS, a public hearing was held by the Lansing City Council on **(INSERT DATE)** and at least 10 days before the public hearing the taxing jurisdictions were provided notice to be fully informed about the fiscal and economic implications of the proposed Plan and given a reasonable opportunity to express their views and recommendations regarding the Plan in accordance with Section 13 (10) and 14(1) of the Act; and

WHEREAS, the Lansing City Council, before and during its public hearing on **(INSERT DATE)** reviewed testimony and evidence regarding the Plan, and found that:

1. the Plan provides for the reimbursement of costs attributable to eligible activities to the developer and the Authority,

2. the Project includes, in addition to the eligible activities identified in the Plan, the redevelopment of the property,

3. the Project may result in new private investment of approximately $52,000,000,

4. the Plan provides for the capture of property tax increment revenues due to the private investment on the site, and devotes them to repaying the Authority for its costs associated with eligible activities it performs, and to repaying the developer for their costs associated with eligible actives they perform, in accordance with the Plan,

WHEREAS, the Authority Board of Directors, at its meeting on July 13, 2018, unanimously recommended approval of the Plan, for this Project;

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, after having duly considered the Plan, finds it is in compliance with the provisions of the Act and further finds:

- The Plan constitutes a public purpose under the Act;

- The Plan meets all of the requirements for a Brownfield Plan set forth in

Section 13 of the Act;

- The proposed method of financing the costs of the eligible activities, as described in the Plan, is feasible and the Authority has the ability to arrange the financing;

- The costs of the eligible activities proposed in the Plan are reasonable and necessary to carry out the purposes of the Act; and

- The amount of the captured taxable value estimated to result from the adoption of the Plan is reasonable.

IT IS FINALLY RESOLVED that the Lansing City Council hereby approves the LBRA ‘Brownfield Plan #73 – 3600 Dunckel Road Redevelopment Project’.

## GENERAL INFORMATION

| | |
|---|---|
| APPLICANT/OWNER: | WP Lansing-MI Owner, LLC<br>13355 Noel Road, Suite 1310<br>Dallas, TX 75240 |
| REQUESTED ACTION: | Approval of a Planned Residential Development plan consisting of 4 multiple family residential buildings that would contain a total of 286 apartment units on 9.6 acres of the property at 3600 Dunckel Road and the vacant lot north of 4600 Collins Road |
| EXISTING LAND USE: | Vacant Hotel |
| EXISTING ZONING: | "E-1" Apartment Shop District |
| PROPERTY SIZE: | 9.6 acres |
| SURROUNDING LAND USE: | N: Motel/Office/Educational<br>S: Post Office/Credit Union<br>E: Agricultural<br>W: I-496/Multiple Family Residential |
| SURROUNDING ZONING: | N: "E-1" Apartment Shop & "A" Residential Districts<br>S: "D-1" Professional Office & "F" Commercial Districts<br>E: Township Zoning<br>W: "CUP" Community Unit Plan District |
| MASTER PLAN: | The Design Lansing Master Plan designates the subject property for "Research & Development" use. Dunckel Road is designated as a minor arterial and Collins Road is designated as a collector road. |

DESCRIPTION:

The subject property contains a hotel building that has been vacant for many years. On January 9, 2017, the City Council approved a request (Z-7-2016) to rezone the properties at 3600 & 3626 Dunckel Road and the vacant parcel north of 4600 Collins Road from "DM-2" Residential and "F" Commercial Districts to "E-1" Apartment Shop District. On May 3, 2018, an application was approved to split off the north 4.21 acres of the overall site, which is the area that has frontage along Dunckel Road, from the remainder of the property. The applicant intends to develop the north 4.21 acres for commercial uses, including a hotel. The proposal that is the subject of this request for approval of a planned residential development plan includes 4 multiple family residential buildings that would have a total of 286 apartment units on the south 9.6 acres of the site. This plan is currently being reviewed through the City's administrative site plan review process.

## AGENCY RESPONSES

| | |
|---|---|
| Assessing: | Assessing does not have any comments or objections. |
| BWL: | See attached. |
| Building Safety: | The BSO has no objections. Project will be subject to site and building plan reviews. |
| Development Office: | |
| Fire Marshal: | |
| Parks & Recreation: | No comments. |
| Public Service: | |
| Traffic Engineer: | No comments regarding traffic impacts/operations regarding the PRD request. Site access and other issues will be addressed during the site plan review process. Applicant should check to make sure there is adequate utility service (gas, water, sewer) to the site. |

# ANALYSIS

**INTENT OF PLANNED RESIDENTIAL DEVELOPMENT:**

Section 1280.01 of the Zoning Code states that the intent of the Planned Residential Development Chapter of the Code is "to permit flexibility in the regulation of land development; to encourage innovation in land use, design and type of structures constructed; to achieve economy and efficiency in public services and utilities; to encourage useful open space; and to provide better housing developments which are particularly suited to the needs of the residents of the City."

The PRD regulations allow a developer to construct a variety of housing units at a dwelling unit density greater than the density allowed in the zoning district if specific design standards are met. These requirements address design issues ranging from building heights and setbacks to open space and energy conservation techniques. The types of housing permitted in a PRD, according to Section 1280.04 include:

- A one-family dwelling;
- A two-family dwelling
- A townhouse
- *A multiple dwelling*
- An accessory building;
- A public park or playground and recreational facility; and off-street parking.

The proposed PRD is for a multiple family residential development which complies with the intent of such developments as described above. Furthermore, the applicant is not requesting bonus density for this development.

**“E-1” APARTMENT SHOP DISTRICT:**

Section 1264.04(e) of the Zoning Ordinance lists the following as a use permitted by special land use permit in the “E-1” district:

> “A planned residential development may be permitted in an E-1 Apartment Shop District, if all the conditions described in Chapter 1280 are met.”

**EVALUATION CRITERIA:**

The criteria to be used in the evaluation of Planned Residential Developments is detailed in Section 1280.02(d) of the Zoning Ordinance. These criteria and their relationship to this request are as follows:

1. **IS THE PROPOSED PLANNED RESIDENTIAL DEVELOPMENT DESIGNED, CONSTRUCTED, OPERATED AND MAINTAINED IN A MANNER HARMONIOUS WITH THE CHARACTER OF ADJACENT PROPERTY AND SURROUNDING USE?**

   The proposed use of the site for an apartment complex will be compatible with the existing land uses in the surrounding area. The building on the site, which was originally constructed as a hotel with an associated restaurant, was converted at some point to condominiums for transient residential occupancy. Redevelopment of the site for an apartment complex, therefore, is not a significant change from how the site has historically been utilized. In its current state, the property detracts rather than contributes to the surrounding area. The building at this location has been vacant for a very long time and is in a significant state of deterioration. The proposed development will provide a renewed sense of vitality to the site and to the area in general.

2. **DOES THE PROPOSED PLANNED RESIDENTIAL DEVELOPMENT CHANGE THE ESSENTIAL CHARACTER OF THE SURROUNDING AREA?**

   The proposed development will not change the essential character of the area which includes a mix of commercial, office and agricultural land uses. There is a large apartment complex to the west that is separated from the subject property by the freeway. The subject property is an ideal location for a high density multiple family residential development, given the surrounding land uses and its proximity to the freeway. The site is surrounded by uses that will not be impacted by introducing 286 residential units and the transportation system in the area is designed to accommodate a high volume of traffic.

**3. DOES THE PROPOSED PLANNED RESIDENTIAL DEVELOPMENT INTERFERE WITH THE GENERAL ENJOYMENT OF ADJACENT PROPERTY?**

The proposed development is not anticipated to have any negative impacts on future patterns of development in the area. The site adjoins a freeway to the west, farmland to the east, the Red Roof Inn and office buildings to the north and a post office to the south, none of which are the types of uses that will be negatively impacted by the activity generated by the proposed development.

The overall plan for development of the former hotel property is to utilize the south 9.6 acres for the residential development that is the subject of this request, leaving the north 4.2 acres for future commercial development. This plan represents an appropriate land use pattern wherein the commercial development is concentrated along the primary thoroughfare with the residential development to its south, serving as a buffer between the commercial uses and the lower impact use of the property to the south (post office).

**4. WILL THE PROPOSED PLANNED RESIDENTIAL DEVELOPMENT REPRESENT AN IMPROVEMENT TO THE USE OR CHARACTER OF THE SUBJECT PROPERTY AND THE SURROUNDING AREA IN GENERAL, AND WILL THE USE BE IN KEEPING WITH THE NATURAL ENVIRONMENT OF THE LOT?**

Given the amount of human intervention already occurring on this site, the zoning proposal will have little impact on the physical environment.

**5. WILL THE PROPOSED PLANNED RESIDENTIAL DEVELOPMENT BE HAZARDOUS TO ADJACENT PROPERTIES, OR INVOLVE USES, ACTIVITIES, MATERIALS OR EQUIPMENT WHICH ARE DETRIMENTAL TO THE HEALTH, SAFETY AND WELFARE OF PERSONS OR PROPERTY THROUGH THE EXCESSIVE PRODUCTION OF TRAFFIC, NOISE, SMOKE, ODOR, FUMES OR GLARE?**

The proposed development will not generate any conditions that will be detrimental to the health, safety and welfare of the community. The development will also have no negative impacts on the transportation systems in the area. Dunckel Road is designated as a minor arterial and Collins Road is designated as a collector road, both of which are designed to accommodate a relatively high volume of traffic. Furthermore, the site is located in very close proximity to the US-127 expressway entrance on Dunckel Road which makes it a good location for a large multiple family residential apartment complex from a traffic standpoint.

6. **CAN THE PROPOSED PLANNED RESIDENTIAL DEVELOPMENT BE ADEQUATELY SERVED BY ESSENTIAL PUBLIC SERVICES AND FACILITIES OR IS IT DEMONSTRATED THAT THE PERSON RESPONSIBLE FOR THE PROPOSED PLANNED RESIDENTIAL DEVELOPMENT IS ABLE TO CONTINUALLY PROVIDE ADEQUATELY FOR THE SERVICES AND FACILITIES DEEMED ESSENTIAL TO THE PLANNED RESIDENTIAL DEVELOPMENT UNDER CONSIDERATION?**

   The site is currently served by all necessary utilities.

7. **WILL THE PROPOSED PLANNED RESIDENTIAL DEVELOPMENT PLACE DEMANDS ON PUBLIC SERVICES AND FACILITIES IN EXCESS OF CURRENT CAPACITY?**

   The proposed development is in the process of being reviewed through the City's administrative site plan approval process. The drainage system as well as all other physical aspects of the development are being reviewed for compliance with all applicable City codes.

   While the proposed development will generate additional traffic, noise, lighting, etc., the uses in the area should not be negatively impacted, particularly since the nearest residential use is separated from the subject property by the freeway.

8. **IS THE PROPOSED PLANNED RESIDENTIAL DEVELOPMENT CONSISTENT WITH THE INTENT AND PURPOSE OF THE ZONING CODE AND THE OBJECTIVES OF THE CURRENT COMPREHENSIVE PLAN?**

   The proposal is consistent with the intent and purpose of the Zoning Code and with the objectives of the Design Lansing Master Plan which designates the subject property for "research and development" land use. While the proposed apartment complex will not comply with the specific Master Plan designation for the subject property, it is consistent with one of its goals which is to concentrate apartment complexes on the outskirts of the City with easy access to the expressways, where the streets are designed to carry a very high volume of traffic and there are no nearby single family residential neighborhoods that would be negatively impacted by the additional traffic. In fact, despite the Master Plan designation, multiple family residential development seems to be a far more appropriate use of the property than a "research and development" operation, given its convenient access to the expressway. Research and development uses are destination type uses that do not need to be located on major thoroughfares in close proximity to expressways. Development of the subject property for a research and development facility would be an underutilization of the site and would result in the loss of a parcel of land that is ideal for the type of development being proposed.

**9. WILL THE PROPOSED PLANNED RESIDENTIAL DEVELOPMENT MEET THE DIMENSIONAL REQUIREMENTS OF THE DISTRICT IN WHICH THE PROPERTY IS LOCATED?**

The proposal exceeds all applicable dimensional requirements of the Zoning Ordinance:

| | **Required/Permitted** | **Provided** |
|---|---|---|
| **Parking** | 494 spaces | 548 spaces |
| **Density** | 239,650 sq. ft. of lot area required for the proposed units | 418,169 sq. ft. of lot area |
| **Building Height** | 100 feet | 4 stories – less than 75 feet |
| **Lot Coverage** | 75% | 71.31% |
| **Setbacks** | Front: 35 feet<br>Rear: 25 feet<br>Sides: 25 feet | Front: 37.5 feet<br>Rear: 85+ feet<br>Sides: North - 65+ feet<br>South – 115+ feet |

# SUMMARY

This is a request by Waypoint Residential Services for approval of a 286 unit residential development at 3600 Dunckel Road and the adjacent parcel located north of 4600 Collins Road. The proposed development consists of 4 multiple family residential buildings with related site improvements.

The findings of fact as outlined in the staff report support a positive recommendation for the Planned Residential Development request. The proposed PRD is an appropriate land use for the subject property, given its location and surrounding land uses, and is consistent with the goals of the Design Lansing Comprehensive Plan. In addition, the proposed plan demonstrates compliance with all applicable requirements of the zoning ordinance.

# RECOMMENDATION

Pursuant to the findings described above, the following recommendations are offered for the Planning Board's consideration:

> Staff recommends approval of PRD-1-2018, a request by Waypoint Residential Services, LLC for a 286 unit, planned residential development at 3600 Dunckel Road and the adjacent vacant parcel located north of 4600 Collins Road, consisting of 4 multiple family residential buildings with related site improvements, as depicted on the plan dated June 6, 2018 and last revised on July 4, 2018, based on the findings of fact as outlined in this staff report.

**Respectfully Submitted,**

**Susan Stachowiak**
**Zoning Administrator**

# BOARD OF WATER AND LIGHT MEMO

**August 13, 2018**

TO: City of Lansing- Planning Department, Susan Stachowiak

FROM: Andy Baumgartner, Real Property Analyst, Legal Services, 517-702-6795

RE: PRD-1-2018_3600 Dunckel Rd. Comments

**BWL Electric: Approved**
The Board of Water and Light electric utility will provide service to the new development per our Rules and Regulations for Electric Service.

**BWL Street Lighting: Approved**

- There are no apparent conflicts with the proposed development and the existing BWL Street Light Service. For BWL Street Light Design contact Karen Carter 517-702-7080 karen.carter@lbwl.com

**BWL Water & Steam Distribution: Approved With Conditions**

- Recommend tapping domestic services off of fire services rather than tapping both services off of the water main for each building. Modifications to the drawings will be required to accommodate this change.

- Plans will need to call out 18" minimum separation at the following stations: STA 27+80 between water main and proposed 8" storm, STA 31+65 between water main and storm, STA 32+06 between water main and storm and STA 32+11 between water and sanitary.

- Additional valving will be required. Coordinate with BWL Water Distribution Engineer.

- Available fire flows are below the BWL design criteria of 2,500gpm @ 20psi residual for commercial properties. Minimum available flows for the proposed development are approximately 1,500gpm @ 20psi residual. A variance may be required from the local Fire Marshal.

- It is the applicant's responsibility to determine the estimated water demand (including fire flow requirements) of this project, and sizing services accordingly. The BWL will not take responsibility for inadequately sized services specified by the applicant.

- The customer is responsible for verifying the precise location and depths of the existing water mains or services prior to construction. The BWL will not be responsible for unanticipated conflicts caused by inaccuracies in the customer's design documents or MISS-DIG staking in the field.

- Services, mains, and meter settings to conform to BWL Rules & Regulations. http://www.lbwl.com/Commercial/Rules-Regulations-for-Service/

- The applicant is responsible for providing meter locations and plumbing plans for the interior of the building, once they become available. The BWL has jurisdiction over the entire water distribution system up to and including domestic metering and fire service risers. The BWL requires that meter settings be placed at an outside wall; services run to an interior meter location will not be acceptable.

- Service risers to the building will only be constructed by BWL forces or a BWL approved contractor. The plumbing contractor is not to stub services out of the building. Water services stubbed out of the building by a non-approved contractor, and without inspection by the BWL, will not be acceptable.

- The applicant is responsible for all costs of water service installation and removals, including connection fees, installation, metering, and engineering and administration costs for the work. A BWL Service Agreement shall be established with payment prior to performing work.

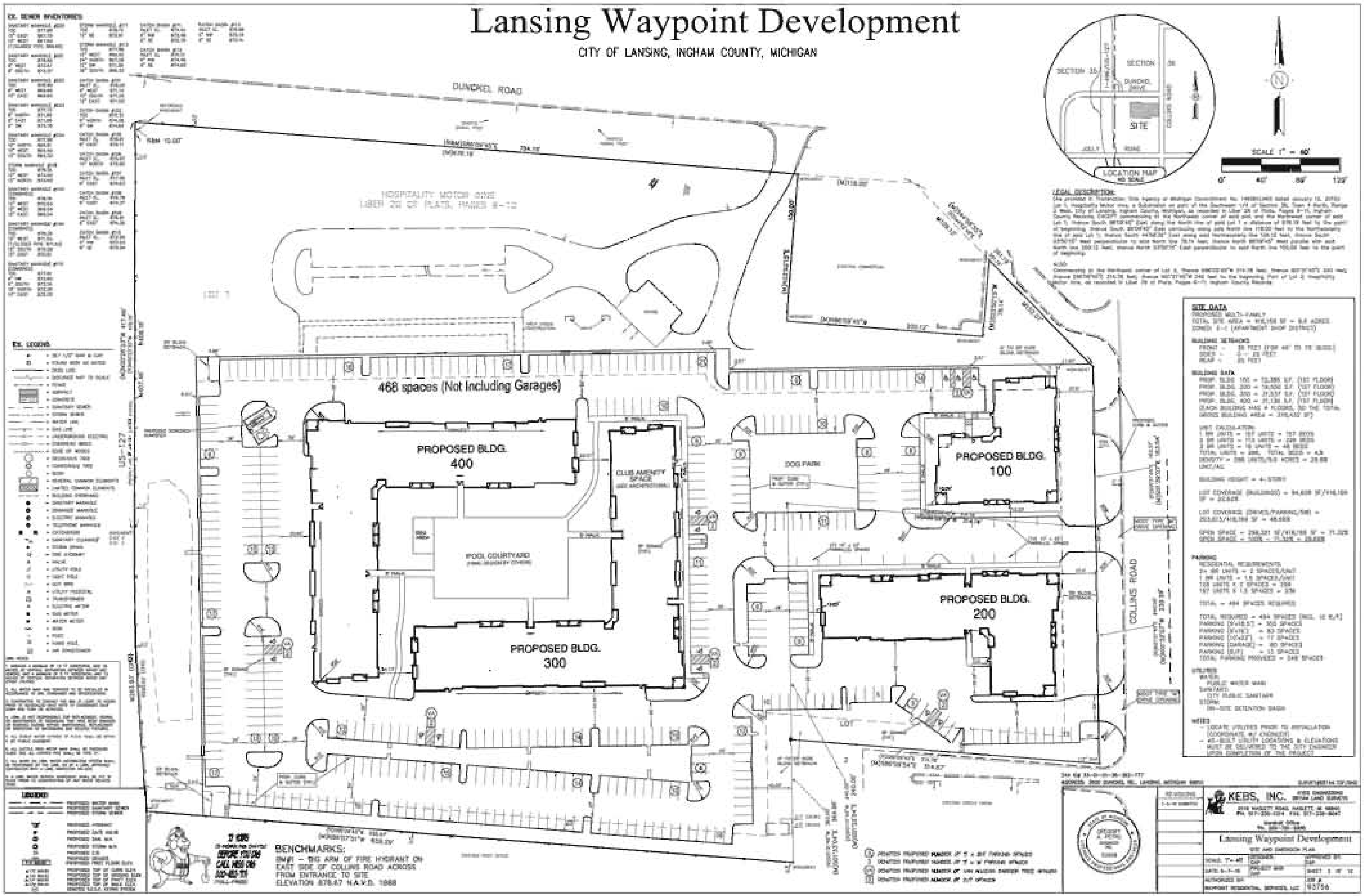
Note: Any site plan approval does not constitute an agreement for service. All customers must meet BWL requirements and enter a service agreement prior to receiving service.

- Any questions about specific water service requirements may be directed to the BWL Water Distribution Department Engineer; Joseph Eastman, P.E. @ (517) 702-6281, or via e-mail at **joe.eastman@lbwl.com.**

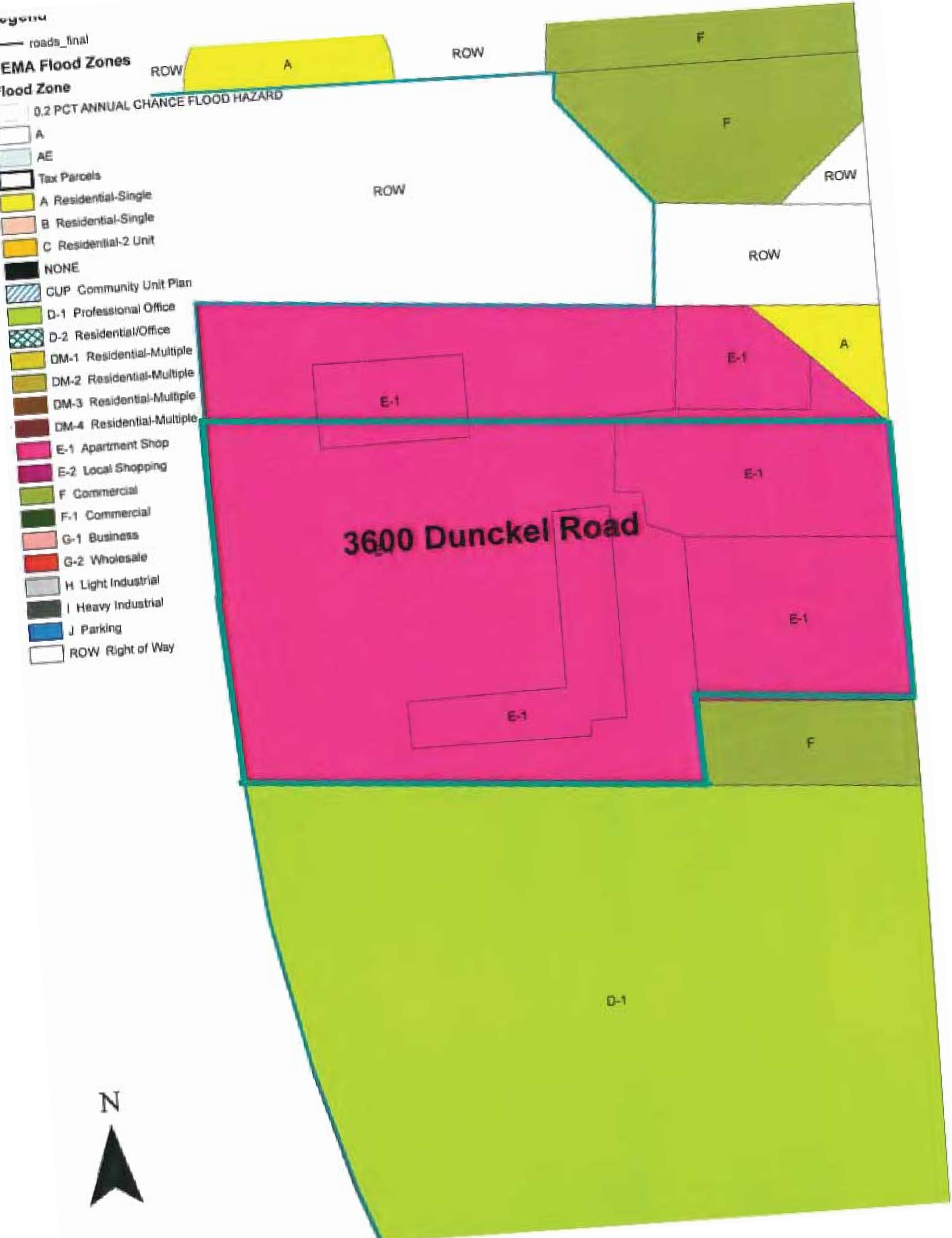
**BWL Water Operations: Approved**
I have no comments or concerns with regards to the raw water system or water planning issues. R. Roost

**BWL Environmental Wellhead Protection: Angie Goodman, Water Quality**
This project lies within the Board of Water & Light Wellhead Protection Area. Care must be exercised during construction to minimize the exposure of contaminated soils to weather and subsequent loss to the groundwater. Construction machinery should be parked on paved areas when not in use, and leakage of petroleum products and other potential contaminants must be immediately cleaned up and properly disposed of. Newly exposed soil could offer a route for contaminants into local groundwater.

Note: Any site plan approval does not constitute an agreement for service. All customers must meet BWL requirements and enter a service agreement prior to receiving service.


Lansing Waypoint Development
CITY OF LANSING, INGHAM COUNTY, MICHIGAN
DUNCKEL ROAD
468 spaces (Not Including Garages)
PROPOSED BLDG. 400
CLUB AMENITY SPACE
POOL COURTYARD
DOG PARK
PROPOSED BLDG. 100
PROPOSED BLDG. 300
PROPOSED BLDG. 200
COLLINS ROAD
US-127
LOCATION MAP
SITE
SCALE 1" = 40'
0' 40' 80' 120'
LEGAL DESCRIPTION
SITE DATA
BENCHMARKS:
BM#1 – BIG ARM OF FIRE HYDRANT ON EAST SIDE OF COLLINS ROAD ACROSS FROM ENTRANCE TO SITE
ELEVATION 878.67 N.A.V.D. 1988
KEBS, INC.
Lansing Waypoint Development


0
0
3626
3600
0
4600
4800


roads_final
EMA Flood Zones
lood Zone
0.2 PCT ANNUAL CHANCE FLOOD HAZARD
A
AE
Tax Parcels
A Residential-Single
B Residential-Single
C Residential-2 Unit
NONE
CUP Community Unit Plan
D-1 Professional Office
D-2 Residential/Office
DM-1 Residential-Multiple
DM-2 Residential-Multiple
DM-3 Residential-Multiple
DM-4 Residential-Multiple
E-1 Apartment Shop
E-2 Local Shopping
F Commercial
F-1 Commercial
G-1 Business
G-2 Wholesale
H Light Industrial
I Heavy Industrial
J Parking
ROW Right of Way
ROW
A
ROW
F
F
ROW
ROW
ROW
E-1
A
E-1
E-1
3600 Dunckel Road
E-1
E-1
F
D-1
N

RESOLUTION _____

BY THE COMMITTEE ON DEVELOPMENT AND PLANNING

RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

PRD-1-2018
Planned Residential Development
South 9.6 acres of 3600 Dunckel Road & Adjoining Vacant Parcel

WHEREAS, Waypoint Residential Services, LLC is requesting approval of a Planned Residential Development plan to permit a 286 unit apartment complex on the south 9.6 acres of the property at 3600 Dunckel Road and the adjoining vacant parcel located north of 4600 Collins Road, as depicted on the plan dated June 6, 2018 and last revised on July 4, 2018; and

WHEREAS, the Planning Board held a public hearing for the Planned Residential Development permit on August 7, 2018, at which the applicant's representative spoke in favor of the request and no other comments were received; and

WHEREAS, the Planning Board reviewed the petition at its meeting held on August 7, 2018 and found that the Planned Residential Development meets the criteria set forth in Section 1280.02(e) and Section 1282.02(f) of the *Zoning Code*; based on testimony, evidence, and the staff report; and

WHEREAS, on August 7, 2018, the Planning Board voted unanimously (6-0) to recommend approval of PRD-1-2018, a request by Waypoint Residential Services, LLC for a 286 unit, planned residential development on the south 9.6 acres of the property at 3600 Dunckel Road and the adjacent vacant parcel located north of 4600 Collins Road, consisting of 4 multiple family residential buildings with related site improvements, as depicted on the plan dated June 6, 2018 and last revised on July 4, 2018; and

WHEREAS, the City Council Committee on Development & Planning has reviewed the request in accordance with the criteria described in Section 1282.02(f) and the report of the Planning Board and concurs therewith;

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves PRD-1-2018, a request by Waypoint Residential Services, LLC for a 286 unit, planned residential development on the south 9.6 acres of the property at 3600 Dunckel Road and the adjacent vacant parcel located north of 4600 Collins Road, consisting of 4 multiple family residential buildings with related site improvements, as depicted on the plan dated June 6, 2018 and last revised on July 4, 2018

BE IT FURTHER RESOLVED that this PRD approval shall remain in effect only so long as the applicant fully complies with the approved site plan.

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Assistant Business Manager

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chris@local333.com

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Laborers' International Union
of North America
Local 499

Laborers' International Union of North America
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Organized April 12, 1903

Ben Lyons
Field Representative

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Email: ben499@sbcglobal.net

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MARC CRANCE
Business Agent

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IUPAT
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United Union of Roofers
Waterproofers and Allied Workers
Affiliated with AFL-CIO and Building and Trades Department
Local Union No. 70

Mark Woodward
Director of Market Development
mark@rooferslocal70.com

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Phone - (517) 548-6554
Fax - (517) 548 5358

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INTERNATIONAL ASSOCIATION
OF
SHEET METAL, AIR, RAIL AND TRANSPORTATION WORKERS

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Business Representative - Zone 1
Local Union No. 7

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Fax (517) 484-1038
Cell (517) 206-1066

Detroit Office
1640 Porter Street
Detroit, MI 48216
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Fax (313) 965-3232

MICHIGAN
BUILDING AND
CONSTRUCTION
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669
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cell (989) 295-0585
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7050 Oakland Mills Road • Suite 200 • Columbia, Maryland 21046
(410) 381-4300 • fax: (301) 621-8045 • www.sprinklerfitters669.org

submittal @m ty

WAYPOINT RESIDENTIAL

MONROE RESIDENTIALPARTNERS

**October 1, 2018**

**Committee on Development and Planning**
*Councilmember Adam Hussain, Chair*
*Councilmember Patricia Spitzley, Vice Chair*
*Councilmember Jody Washington, Member*

**RE: Brownfield #73, 3600 Dunckel Road, Lansing MI – Union and Non-Union Labor Success**

Waypoint Residential, the contract purchaser and developer for the proposed market-rate multifamily development located at 3600 Dunckel Road (the "Project") and the Development Manager, Monroe Residential Partners (collectively the "Development Team") have previously and successfully executed on the construction of multifamily developments using combined union and non-union labor subcontractors.

The Development Team appreciates and respects the Committee on Development and Planning's diligence throughout the Brownfield approval process and their request for the Development Team to meet with local union representatives to discuss the Project. The Development Team intends to open the Project bidding to union and non-union subcontractors while honoring their fiduciary duties to all Project stakeholders in ultimately hiring the most qualified and cost-effective subcontractors.

In accordance with the Committee's request, the Development Team met with local union representatives to discuss the Project on August 27th, 2018 and September 24th, 2018. The Development Team will prequalify the union subcontractors included in a bidders list to be provided by the local union representatives and include those subcontractors on the invitation to bid the Project. The Development Team expects a mix of union and non-union trades on the Project, but the team's strong desire is to award work to local union subcontractors.

Lastly, please reference the following pages for two recent multifamily developments that successfully used a combination of union and non-union subcontractors to exemplify the Development Team's experience and commitment to hiring the most qualified and cost-effective labor to successfully execute the construction of the Project.

We thank you for your time and consideration and look forward to a successful and exciting development and continued partnership with City of Lansing.

Respectfully submitted,

Chris Harness
Managing Director
Waypoint Residential

Andrew Friestedt
Principal
Monroe Residential Partners

submittal @ mtg

WAYPOINT RESIDENTIAL

MONROE RESIDENTIALPARTNERS

| | |
|---|---|
| **Use** | **Multifamily** |
| **Location** | **Barrington, IL** |
| **Year Built** | **2018** |

| **Union Subcontractor** | **Description of Work** |
|---|---|
| DeGraf Concrete | Cast in Place Concrete |
| Mid States Concrete | Precast Concrete |
| Larry Szarek | Rough Carpentry |
| Another Plumbing Company | Plumbing |
| Toro Construction | Drywall |
| J Pease | Earthwork |
| Everest Excavating | Storm Detention |
| Schindler Elevator | Elevators |
| Anagnos Door | Overhead Doors |

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Fax: (517) 393-0798
Toll Free: (888) 258-8333

Councilman Adam Hussain
124 W. Michigan Ave.
Lansing, MI. 48933

RE: Waypoint Development

October 01, 2018

Councilman Hussain,

On behalf of the Lansing Building Trades, I would like to extend a thank you to you and the Planning and Development Committee. I appreciate the fact that you requested the Waypoint Development Team to again meet with the Trade Representatives and to also provide documentation supporting their past practices and efforts in working with Union Trades on other projects.

The meeting took place on September 24th in the Plumbers Union Hall. Waypoint and the Construction Management Team were present along with every Trade Representative in the area. The project proposed was covered in detail along with past projects. All though there are still some uncertainties and concerns, we all left the meeting better informed and a bit more comfortable.

I again want to thank you for all you do for our City and also thank you for your continued dedication to the Building Trades men and women in Lansing. We are looking forward to seeing how this proposed project plays out moving forward.

Thank you,

Price Dobernick
Business Manager
UA Local Union 333

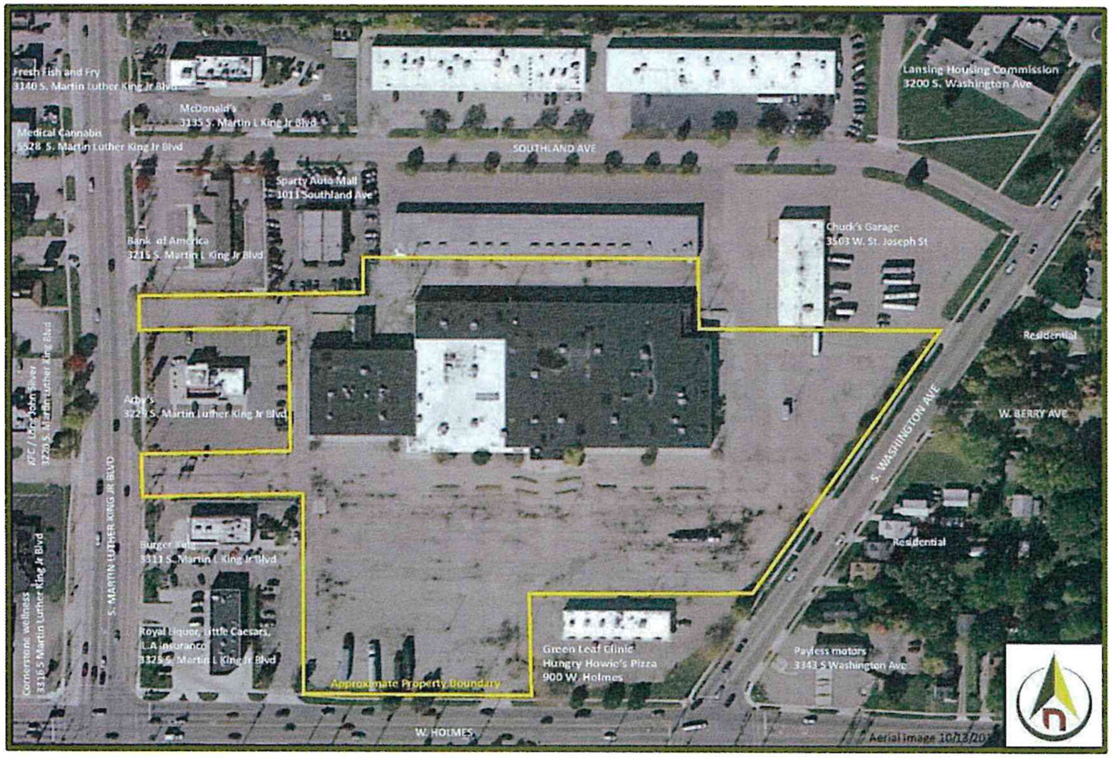
submitted @ mtg


# Brownfield Plan #74

## Midwest Self Storage Development
930 W. Holmes Road
Lansing, MI

Submitted @ mtg

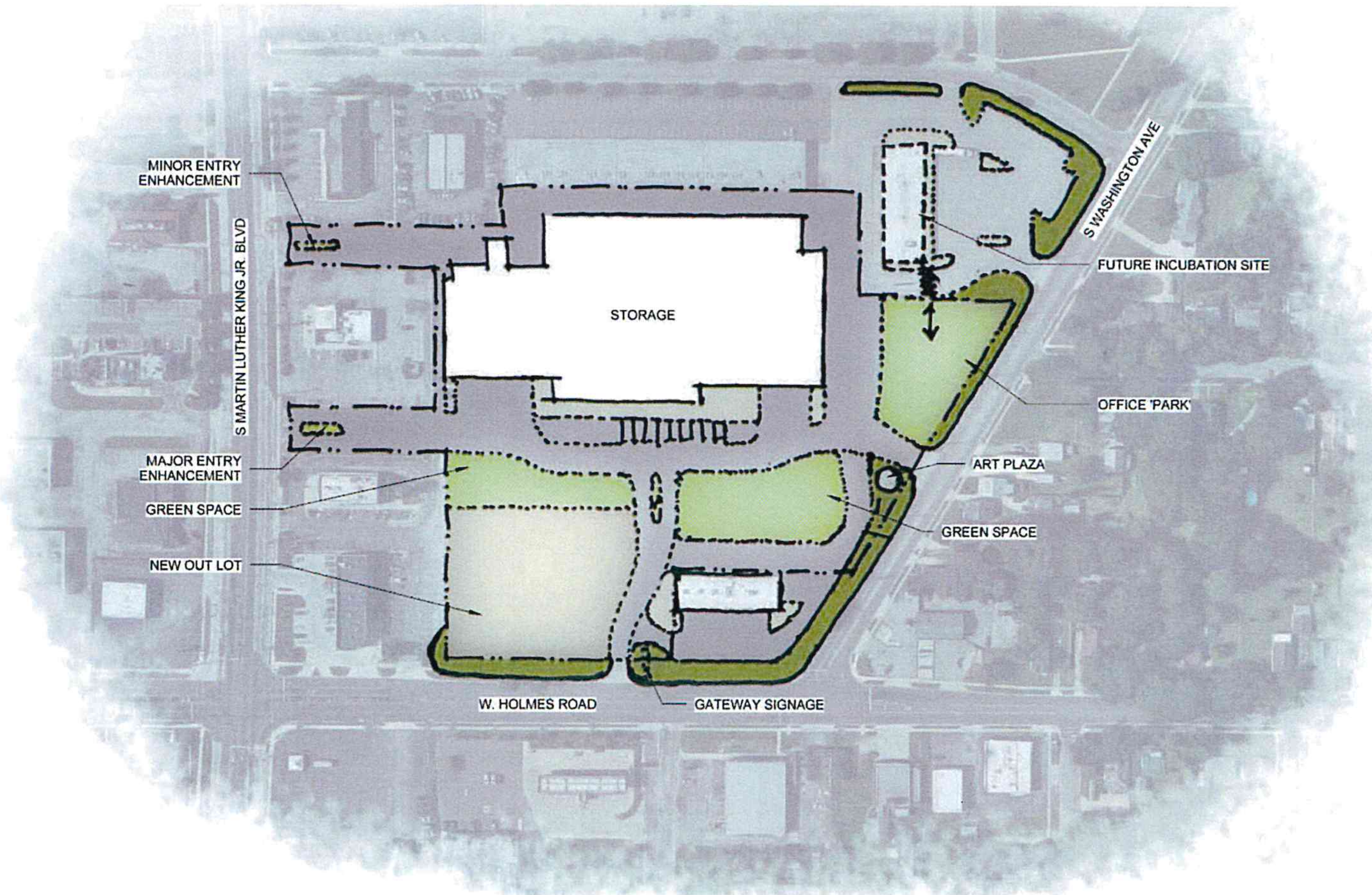
# Eligible Property




- Project Name:
  - Midwest Self Storage Development
- Applicant:
  - 930 W Holmes, LLC
- Subject Property:
  - 930 W. Holmes Road
  - Parcel 33-01-01-29-477-082
  - Approximately 9.239 Acres
- Eligibility Status:
  - Functionally Obsolete

TRI TERRA

# Site Plan



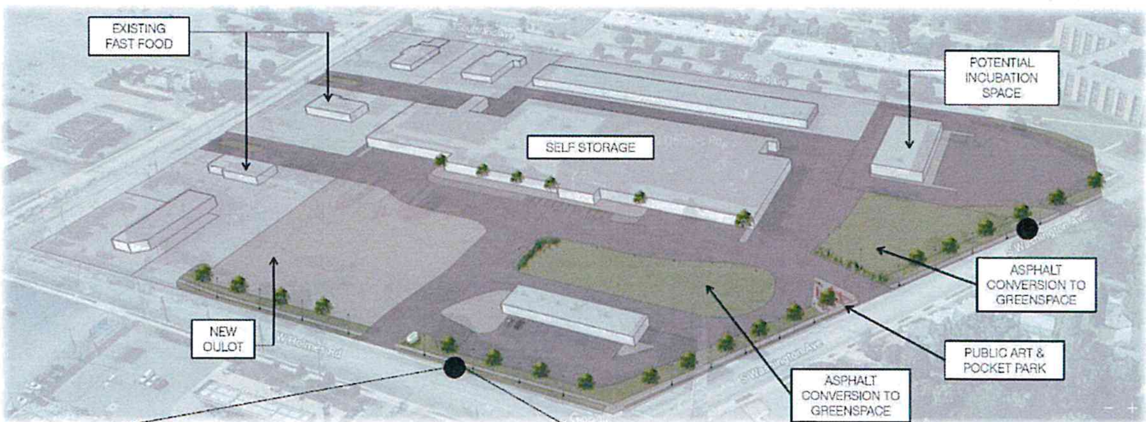

**Project Statistics:**

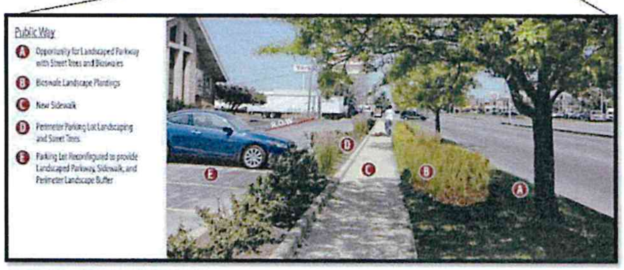
- Land (Acres Approx.): 9.239
- Building Count: One
- Total SF (Approx.): 102,206
- Total Units: 873
- Unit SF (Approx.): 84,536
- Begin Construction: Fall-18
- End Construction: Fall-19

TRI TERRA

# Site Plan

## 3D PERSPECTIVES




PUBLIC WAY IMPROVEMENTS

RIGHT-OF-WAY TYPICAL CROSS SECTION

**Features:**

- Entrance Improvements
- Reduction of Asphalt – Alleviating Drainage Issues
- Addition of Green Space
- Increased Lighting on Property
- New Outlot for Future Development
- Public Right of Way Improvements
  - Trees & Landscaping
  - Lighting & Sidewalks
- Public Use
  - Pocket Park
  - Art Plaza/Public Art

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# Investment

- The Project includes $4,185,550 million in total investment for a complete redevelopment of the property.
- The redevelopment is anticipated to generate 4 new full-time equivalent (FTE) jobs. Job projections include management, professional and retail positions for the storage facility. In addition, this redevelopment will result in creation/retention of 50 to 60 temporary construction related jobs.

# Brownfield Conditions

- **Statement of Obsolescence:**
  - The City of Lansing Assessing Department issued a statement of obsolescence for the existing property located at 930 W. Holmes on April 27th, 2018.
- **Asbestos Containing Material:**
  - Renaissance Environmental Consulting, LLC performed an asbestos inspection and found materials containing asbestos within the existing structure on site.

TRI TERRA

# Eligible Activities

- Environmental Assessment – Phase I ESA
- Asbestos Abatement
- Demolition – Site Demolition (Removal of Asphalt)
- Infrastructure Improvements
  - Entrance Improvements - Curb and Gutter
  - Sidewalks – Right of Way
  - Landscaping – Right of Way
  - Lighting – Right of Way
  - Public Infrastructure Improvement Features – Pocket Park, Art Plaza & Greenspace
  - On-Site Infrastructure Improvements – Lighting, Landscaping, Asphalt/Concrete Repair

# Total New Taxes

| | |
|---|---|
| **Total New Taxes Generated** | **$1,691,554** |
| Portion Captured to Reimburse Developer | $825,262 |
| Portion Captured for LBRA Plan Administration | $45,848 |
| Portion Captured for LBRA Local Brownfield Revolving Fund (LBRF) | $45,848 |
| **Total Captured** | **$916,958** |
| **Remainder to Taxing Units** | **$774,596** |

# New Taxes – Captured for Eligible Activities

| | |
|---|---|
| Environmental Assessment | $1,800 |
| Asbestos Activities | $53,700 |
| Demolition Activities | $115,000 |
| Infrastructure Improvements/Public Improvement Features | $494,625 |
| **Subtotal Eligible Activities Cost** | **$665,125** |
| Preparation of Brownfield Plan | $10,000 |
| Interest (3%, Simple) | $150,137 |
| **Total Anticipated TIR for Developer Reimbursement** | **$825,262** |
| BRA Plan Administration | $45,848 |
| BRA Local Brownfield Revolving Fund (LBRF) | $45,848 |
| **Total "Local-Only" TIR Capture** | **$916,958** |

## New Taxes – Not Captured

### New TAXES generated that pass through to taxing units:

| | |
|---|---|
| Local Millage (10% Pass-Through) | $101,884 |
| Lansing School District Operating (100%) | $419,570 |
| State Education (100%) | $139,857 |
| City Debt (100%) | $6,060 |
| School Debt (100%) | $107,224 |
| **Total Estimated New Taxes** | **$774,596** |

## Proposed Brownfield Plan

### Brownfield Plan

- Tax Increment Financing (TIF) for Eligible Brownfield Activities – 16 Year Plan
- Beginning 2019

MIDWEST
SELF STORAGE DEVELOPMENT

# MIDWEST SELF STORAGE

PROPOSED MASTER SITE PLAN

08.28.2018

mitsch DESIGN

TECTION
CONSTRUCTION MANAGEMENT, INC.

102 North Third Street, Suite 201
Lafayette, IN 47901-1268
Phone: 765-429-5232
www.tectoncm.com

LANSING MICHIGAN

Andy Schor, Mayor

Submitted @ MTG

# INTRODUCTION

SITUATED AT A KEY GATEWAY TO LANSING, 930 WEST HOLMES ROAD IS RIPE FOR REDEVELOPMENT. CONCEPTUAL FUTURE USE OF THE SITE IS INCLUDED IN THIS PACKET, WITH PROPOSED SITE IMPROVEMENTS, STRUCTURES, AND SPACE ENHANCEMENTS OF PUBLIC AMENITIES SURROUNDING THE MIDWEST SELF STORAGE FACILITY.

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# EXISTING CONDITIONS

WASHINGTON ST LOOKING AT STORAGE LOT

WASHINGTON ST LOOKING AT FUTURE INCUBATOR

HOLMES ROAD LOOKING NORTH

MLK JR BLVD LOOKING EAST

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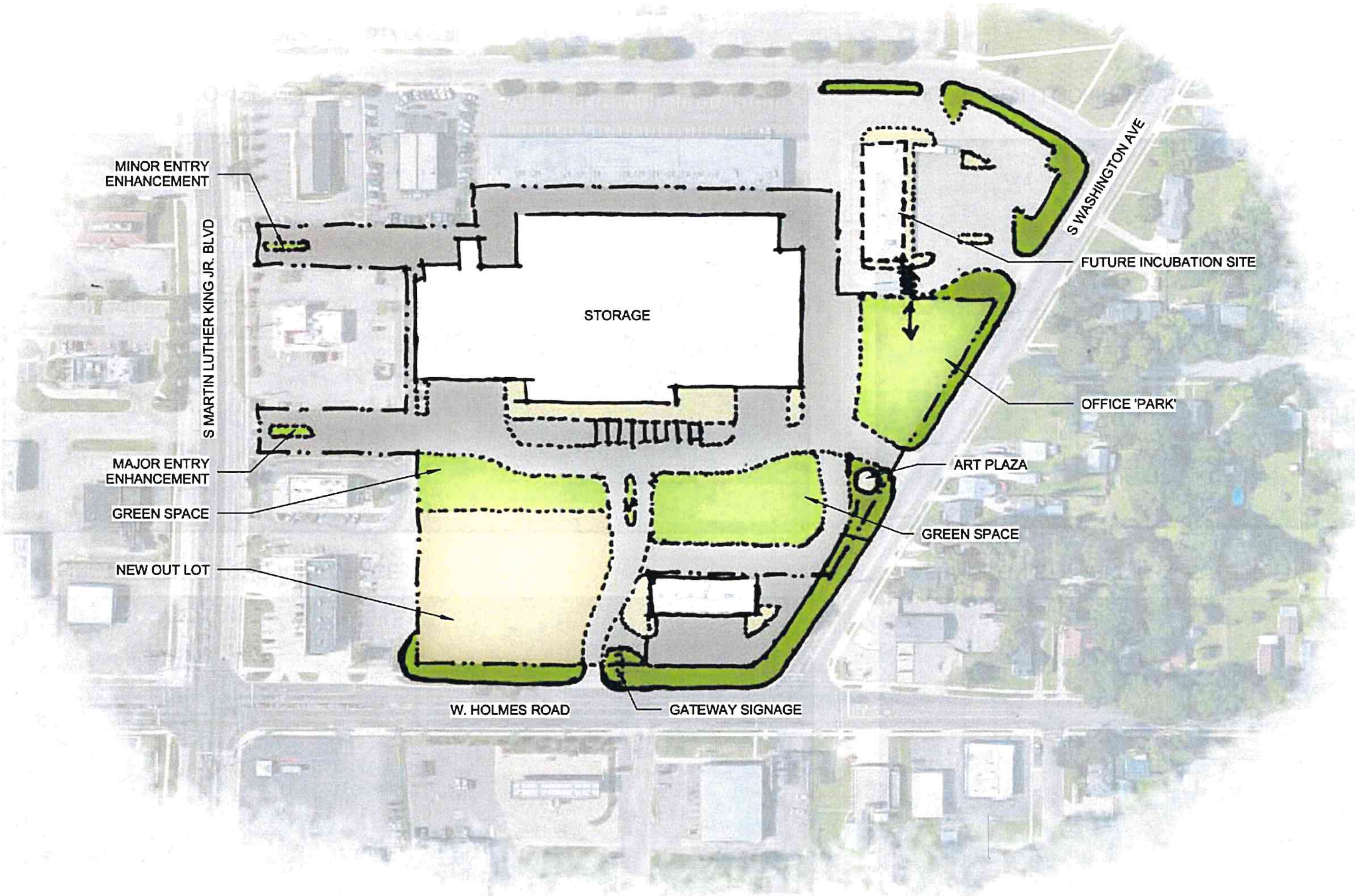
# CONCEPTUAL SITE PLAN




## SITE FEATURES

- ENTRANCE IMPROVEMENTS
- REDUCTION OF ASPHALT
- GREEN SPACE
- PUBLIC WAY IMPROVEMENTS
  - TREES & LANDSCAPING
  - POCKET PARK
- PUBLIC USE
  - OFFICE PARK
  - ART PLAZA
- POTENTIAL INCUBATOR SPACE

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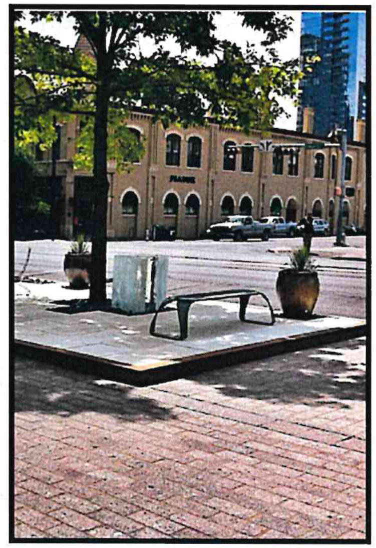
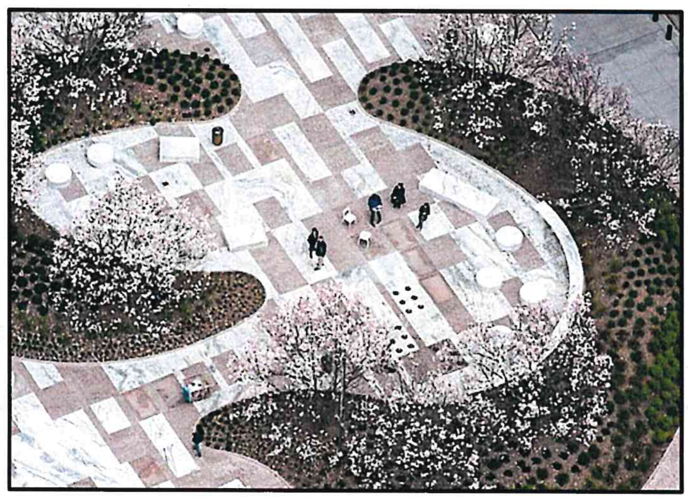
# POCKET PARK CONCEPT

SPACIAL AND ENVIRONMENTAL
ENHANCEMENT



LANDMARK/GATHERING SPACE CREATION



MINIMAL, ELEGANT, IMPACTFUL

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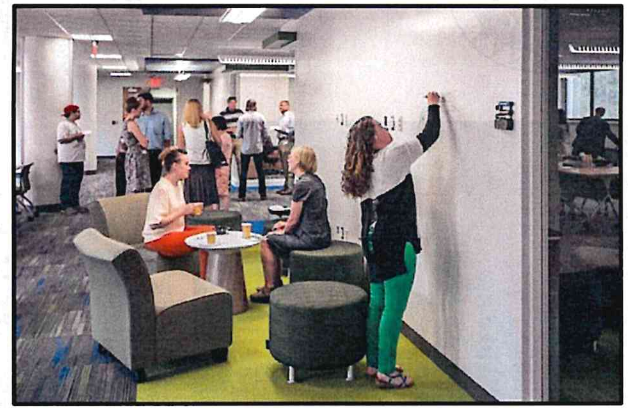
# CONCEPT USE :INCUBATOR SPACE

INDUSTRIAL FEEL

COLLABORATIVE SPACE



MAKERSPACE

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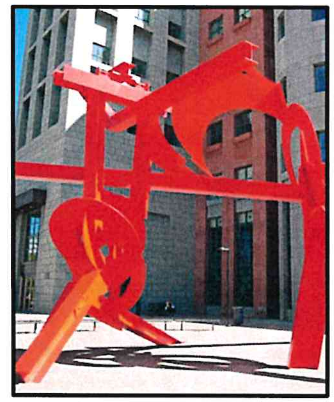
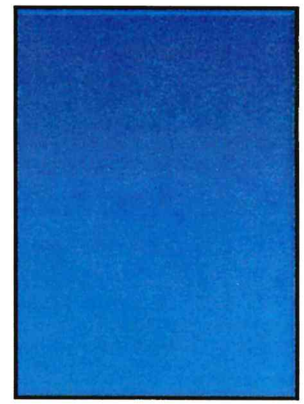
# SITE IMPROVEMENTS: LIGHTING AND ART

SITE LIGHTING AND DRAINAGE IMPROVEMENTS –
ASPHALT REDUCTION





COMMISSIONED/ROTATING
ART: SCULPUTRES & TACTILE

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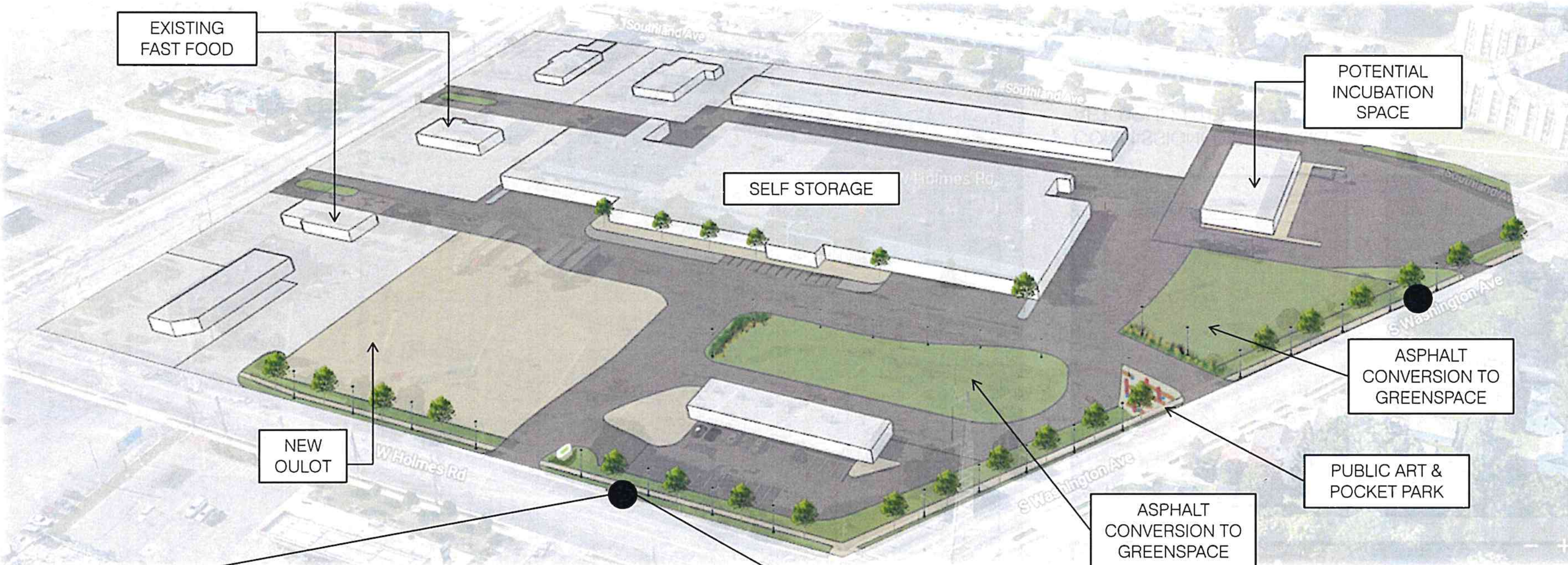
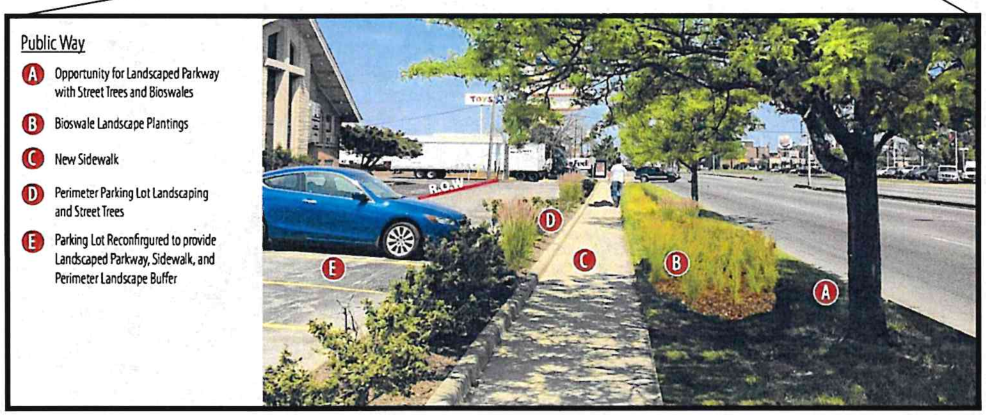
# 3D PERSPECTIVES




PUBLIC WAY IMPROVEMENTS

RIGHT-OF-WAY TYPICAL CROSS SECTION

LANSING MICHIGAN

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# PROJECT TEAM

ROBERT ("MACK") MCCORMACK - PRESIDENT

MR. MCCORMACK CURRENTLY SERVES AS A BOARD MEMBER, ADVISOR, AND CO-OWNER IN SEVERAL PRIVATE BUSINESSES, AND MANAGES A BROAD REAL ESTATE PORTFOLIO CONSISTING OF COMMERCIAL OFFICE, REATIAL, INDUSTRIAL, SELF-STORAGE, AND HOSPITALITY PROPERTIES.

THROUGH AUGUST OF 2009, MR. MCCORMACK SERVED AS CEO OF PINNACLE ASSET MANAGEMENT, LOCATED IN BLOOMINGTON, INDIANA. AT PINNACLE, MR. MCCORMACK WAS RESPONSIBLE FOR THE SOURCING, UNDERWRITING, FINANCING, AND MANAGEMENT OF PINNACLE'S REAL ESTATE AND PRIVATE EQUITY PORTFOLIO, WHICH AT ITS PEAK INCLUDED OVER 5.5 MILLION SQUARE FEET OF COMMERCIAL REAL ESTATE ASSETS AND EQUITY STAKES IN A VARIETY OF EARLY STAGE COMPANIES, PREDOMINANTLY IN THE LIFE SCIENCE AND WEB BASED TECHNOLOGY INDUSTRIES.

PRIOR TO PINNACLE, MR. MCCORMACK SERVED AS PRESIDENT OF AUTHOR SOLUTIONS, INC., WHERE HE GUIDED THE COMPANY FROM ITS EARLY STAGES THROUGH RAPID GROWTH TO BECOME THE WORLD'S LARGEST PUBLISHERS BY TITLE COUNT. AUTHOR SOLUTIONS WAS RECENTLY SOLD TO PEARSON/PENGUIN FOR $116MM.

MR. MCCORMACK PREVIOUSLY SERVED AS A MANAGEMENT CONSULTANT FOR CROWE, CHIZEK AND COMPANY, WHERE HE PROVIDED MANAGEMENT AND SUPPLY CHAIN EXPERTISE FOR A WIDE RANGE OF MID-MARKET COMPANIES THROUGHOUT THE UNITED STATES.

A GRADUATE OF PURDUE UNIVERSITY, MR. MCCORMACK HOLDS A BACHELOR OF SCIENCE IN INDUSTRIAL ENGINEERING.

BART JACKSON - PRINCIPAL

BART HAS SUCCESSFULLY ASSISTED WITH 230 TRANSACTIONS TOTALING OVER $165 MM OVER THE COURSE OF HIS 10 YEAR CAREER. BART SPECIALIZES IN RETAIL REAL ESTATE SALES, TENANT REPRESENTATION, SITE ACQUISITION, DEVELOPMENT, AND LEASING. BART WAS THE TOP PRODUCER FOR THE INDIANAPOLIS LEE & ASSOCIATES OFFICE IN 2012, 2013, & 2015. BART WAS RECOGNIZED BY COSTAR AND REAL ESTATE FORUM MAGAZINE WITH THE COSTAR POWER BROKER AWARD FOR 2007, 2008, 2009, 2010, 2012, AND 2013. THE AWARD IS GIVEN ANNUALY TO THE TOP 10 INDIVIDUAL RETAIL BROKERS WITHIN THE INDIANAPOLIS MARKET.

BART IS A GRADUATE OF INDIANA UNIVERSITY AND A MEMBER OF THE INDIANA COMMERCIAL BOARD OF REALTORS AND THE INTERNATIONAL COUNCIL OF SHOPPING CENTERS.

# PROJECT TEAM

## MATT JACKSON - PRINCIPAL

WITH OVER 11 YEARS OF EXPERIENCE IN COMMERCIAL REAL ESTATE, MATT HAS COMPLETED MORE THAN 400 TRANSACTIONS WITH VALUES IN EXCESS OF $200MM. HE SPECIALIZES IN RETAIL, OFFICE, MEDICAL, AND INDUSTRIAL PROPERTY TYPES ASSISTING WITH SALES, DISPOSITION, AND LEASING FUNCTIONS FOR CLIENTS. PRIOR TO FORMING JACKSON INVESTMENT GROUP, MATT WAS A VICE PRESIDENT AT AMBROS PROPERTY GROUP AND GRUBELLIS | HARDING DAHM AND COMPANY.

AN INDIANA UNIVESITY GRADUATE, MATT IS INVOLVED WITH A NUMBER OF AREA YOUTH BASEBALL ORGANIZATIONS, THE MARCH OF DIMES, AND THE LEBANON (INDIANA) PLANNING COMMISSION.

## JENNIE KIRBY - PRINCIPAL

JENNIE STARTED HER COMPANY, KIRBY REALTY, IN 2007 AFTER SIX YEARS OF COMMERCIAL REAL ESTATE MANAGEMENT EXPERIENCE. IN 2006, KIRBY RECEIVED HER CERTIFIED PROPERTY MANAGER DESIGNATION FROM IREM AS WELL AS HER MANAGING BROKER'S LICENSE WITH THE INDIANA REAL ESTATE COMMISSION. HER COMPANY GREW TO MANAGE AND LEASE OVER 1,000,000 SQUARE FEET OF RETAIL, OFFICE, RESIDENTIAL, MULTIFAMILY AND GREEK STUDENT HOUSING PROPERTIES BY 2014. IN 2016, KIRBY SHIFTED THE COMPANY TO FOCUS ON COMMERCIAL REAL ESTATE INVESTMENT AND BROKERAGE AND JOINED KELLER WILLIAMS COMMERCIAL IN LAFAYETTE AS AN ASSOCIATE BROKER. SHE NOW RUNS A SUCCESSFUL COMMERCIAL BROKERAGE COMPANY WITH HER HUSBAND, AARON, AND ACTS AS AN OWNER/OPERATOR OF MARKET SQUARE STORAGE AND MARKET SQUARE SHOPPING CENTER IN LAFAYETTE.

## MCCORMACK DEVELOPMENT, LLC – RECENT TRANSACTIONS

- GROUND UP DEVELOPMENT, NEW CONSTRUCTION AND EVENTUAL SALE OF ORTHOINDY'S 75K SF GREENWOOD INDIANA CAMPUS. $30MM SURGERY CENTER AND MEDICAL OFFICE BUILDING
- $35MM EXPANSION AND RENOVATION OF CUMMINS CORPORATE OFFICE BUILDING IN DOWNTOWN COLUMBUS, INDIANA. 250K SF COMMERCIAL OFFICE BUILDING WITH LONG TERM LEASE TO CUMMINS.
- ACQUISITION, RENOVATION, LEASE-UP AND SALE OF MARKET SQUARE SHOPPING CENTER IN LAFAYETTE, INDIANA. 250K SF SHOPPING CENTER IN HEART OF LAFAYETTE.
- ACQUISITION, RENOVATION, LEASE-UP AND SALE OF MORENCI PARK IN INDIANAPOLIS, INDIANA. 150K SK FLEX PARK.
- ACQUISITION, RENOVATION AND LEASE-UP OF GEORGE THOMAS PLAZA SHOPPING CENTER AND FRANKLIN POINT SHOPPING CENTER, BOTH LOCATED IN INDIANAPOLIS.
- ACQUISITION, REDEVELOPMENT, AND LEASE-UP OF SHOPPES AT 407 AND CORNER SHOPPES RETAIL CENTER, BOTH LOCATED IN FORT WAYNE, INDIANA.
- DEVELOPMENT OF MULTIPLE HILTON AND HOLIDAY INN HOSPITALITY PROPERTIES THROUGHOUT INDIANA.
- ACQUISITION, RENOVATION AND LEASE-UP OF 300 UNIT MIXED USE DEVELOPMENT IN INDIANAPOLIS, IN, CONSISTING OF MULTI-FAMILY AND HOSPITALITY.
- ACQUISITION, DEVELOPMENT AND LEASE-UP OF MULTIPLE BIG BOX CONVERSIONS TO CLIMATE CONTROLLED SELF-STORAGE THROUGHOUT THE MIDWEST.

# QUESTIONS AND ANSWERS

# Q&A
# PERIOD

Andy Schor, Mayor