



AGENDA
Committee on Development and Planning
Monday, November 5, 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

- October 15, 2018

4. Discussion/Action:

- A.) RESOLUTION – Brownfield Plan # 74; 930 W. Holmes LLC; 930 W Holmes Rd.
- B.) RESOLUTION – Set Public Hearing; Brownfield Plan # 75; 600 E. Michigan Avenue-Lansing LLC; 600 E. Michigan Avenue
- C.) RESOLUTION – Set Public Hearing; Brownfield Plan #54 Amendment 1; Y-Site LLC, 301 W. Lenawee Street

5. Other

6. Adjourn



PUBLIC COMMENT AND SIGN IN SHEET

COMMITTEE Development & Planning

DATE Nov 5, 2018

Please print

NAME	ADDRESS	Purpose for Attending	Email Address	PHONE
KATHY MILES		RSL		
Jessica DeBono	3240 Caraway Rd Lansing	BF Plan #75	adbono@pmernv.com	517-303-4167
BRIAN LEFLER	124 W ALLEGAN LANSING MI 48933	BF PLAN #75	blefler@rwboard.com	517-371-2607
Joe Hooker	Gillespie Group 330 Marshall	600	Jhooker@gillespie-group.com	616-805-0586
Pat Gillespie	330 Marshall Lans	600		333 4123
Leslie Etterbeek	1625 W Big Beaver Troy, MI	Metro Place	leslie@lrmanagement.com	313 701-0333
Kyle Lonn	1625 W Big Beaver Troy, MI 48024	Metro Place	Kyle@lrmanagement.com	248-548-5400
TRICIA WALTHORN	330 MARSHALL ST LANSING	600	TWALTHORN@gillespie-group.com	517-333-4123
ERIC HETZER	P.O. Box 204 EAGLE MI 48822	METRO PLACE	ARSE ephetzer@usa.com	517-648-2434
Dawn Van Halst	1375 S Washington Lansing	Holmes Rd	dawn.vanhalt@triforce.us	517-896-6500
Clarence Womboldt	RSL	RSL		
Kris Klich	LEAP	930 W. Holmes	Kvds@Pwelaugh.com	
Robert McGinnis	930 W. Holmes Rd Lansing, MI	"	RMCEORMACKEMCCE@com	
DAVE VAN HAAREN	1375 WASHINGTON STE 300 LANSING	930 W. Holmes	DAVE.VANHAAREN@TRIFORCE.COM	517-927-9227

DRAFT



MINUTES

**Committee on Development and Planning
Monday, October 15, 2018 @ 4:00 p.m.
Council Conference Room, City Hall 10th Floor**

CALL TO ORDER

Council Member Hussain called the meeting to order at 4:01 p.m.

PRESENT

Council Member Hussain, Chair
Council Member Spitzley, Vice-Chair
Council Member Washington, Member- excused

OTHERS PRESENT

Sherrie Boak, Council Staff
Jim Smiertka, City Attorney
Eric Schertzing, Ingham County Treasurer
Karl Dorshimer, LEAP
Greg Venker, Assistant City Attorney
Don Kulhanek, Economic Development and Planning
Karl Tileking
Brent Forsberg
Steven Wilber
Eric Helzer
Karen Conroy
Thadd Gormas

PUBLIC COMMENT

Public Comment taken with respective agenda items.

MINUTES

Council Member Hussain passed the gavel to Council Member Spitzley.

MOTION BY COUNCIL MEMBER HUSSAIN TO APPROVE THE MINUTES FROM OCTOBER 1, 2018 AS PRESENTED. MOTION CARRIED 2-0.

Council Member Spitzley returned the gavel.

DISCUSSION/ACTION

RESOLUTION - Listing of all Unsold Tax Reverted Properties in the City of Lansing from the Ingham County Treasurer

Mr. Schertzing confirmed this is the annual list of unsold tax reverted properties in the City, and per statute they all come back to the City unless the City declines and they go back to the County. He then provided a quick overview of the past years auction process, where the number of units were down 40% and the auction produced enough revenue that they were able to cover all the properties and feel they are in the best position in comparison to other years.

Council Member Spitzley asked if any department was approached on this list and asked if they expressed an interest in any particular property. Council Staff confirmed that on October 9th an inquiry was sent to Economic Development & Planning (EDP) and Parks and Recreation. There was no response from Parks and EDP replied via email before the meeting stating they had no interest. Council Member Hussain stated he spoke to the Mayor prior to this meeting and was told they do not have any interest in any of the properties. Mr. Kulhanek confirmed there is no interest in the properties, and if they choose later they are held in the Land Bank and can be purchased from them.

Council Member Hussain asked for an update on the Life O'Riley property. Mr. Schertzing confirmed they continue discussions with the prospective owner, Mr. Dave Sheets, and have made it clear the limitations and what can be done on the site. The prospective owner has represented himself as the middle person on the foreclosure and a developer. Council Member Hussain asked for clarification that currently as it is zoned, he can only build one single family home, and that was confirmed by Mr. Venker.

MOTION BY COUNCIL MEMBER SPITZLEY TO APPROVE THE RESOLUTION TO DECLINE THE INGHAM COUNTY UNSOLD TAX REVERTED PROPERTIES IN THE CITY OF LANSING.

Mr. Tileking spoke to the Committee on his interest and vision of a tiny home village for the former Life O'Riley property. Councilman Hussain expressed his desire to have the neighbors in the area engaged in the process before proceeding with any plan for the site. Mr. Schertzing noted the property has not closed with the purchaser yet so he would provide contact information to Mr. Tileking.

MOTION CARRIED 2-0.

RESOLUTION - Brownfield Plan #70; 735 Hazel LLC; 735 Hazel Street

The applicants provided details on the project for a warehouse and distribution center, and confirmed they are finalizing the addendum on the plan and do not see any reason it will not be finalized by Monday, October 22, 2018. They noted they are also working on a separate agreement with labor, provided a draft, and stated they have a meeting set for October 24th with labor and the general contractor. Regarding bidding and hiring locally, their plan incorporates 4 steps beginning with contractors that are residents in Lansing, if not enough bids will expand to the region, if no competitive bids, will expand State wide. This will include advertisement on the Builders Exchange.

MOTION BY COUNCIL MEMBER SPITZLEY TO APPROVE THE BROWNFIELD PLAN #70; 735 HAZEL LLC, 735 HAZEL STREET. MOTION CARRIED 2-0.

OTHER

Mr. Dorshimer noted to the Committee that he was requesting a special Committee meeting on November 26th to address two Brownfields he will be submitting for referral on October 22. One is the amendment to the former YMCA site and the other is the recent Capital City Market Place on Michigan Avenue. He stated his reason for urgency was because after the City approves the Brownfield plans, they need to submit to the Michigan Strategic Fund Board in December. Mr. Dorshimer also stated he was requesting it be approved at Council the same night, November 26, 2018.

Adjourn

Adjourned at 4:23p.m.

Submitted by, Sherrie Boak,

Recording Secretary,

Lansing City Council

Approved by the Committee on_____



MIDWEST SELF STORAGE

PROPOSED MASTER SITE PLAN

08.28.2018



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



Andy Schor, Mayor

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.



EXISTING CONDITIONS



WASHINGTON ST LOOKING AT STORAGE LOT



WASHINGTON ST LOOKING AT FUTURE INCUBATOR



HOLMES ROAD LOOKING NORTH



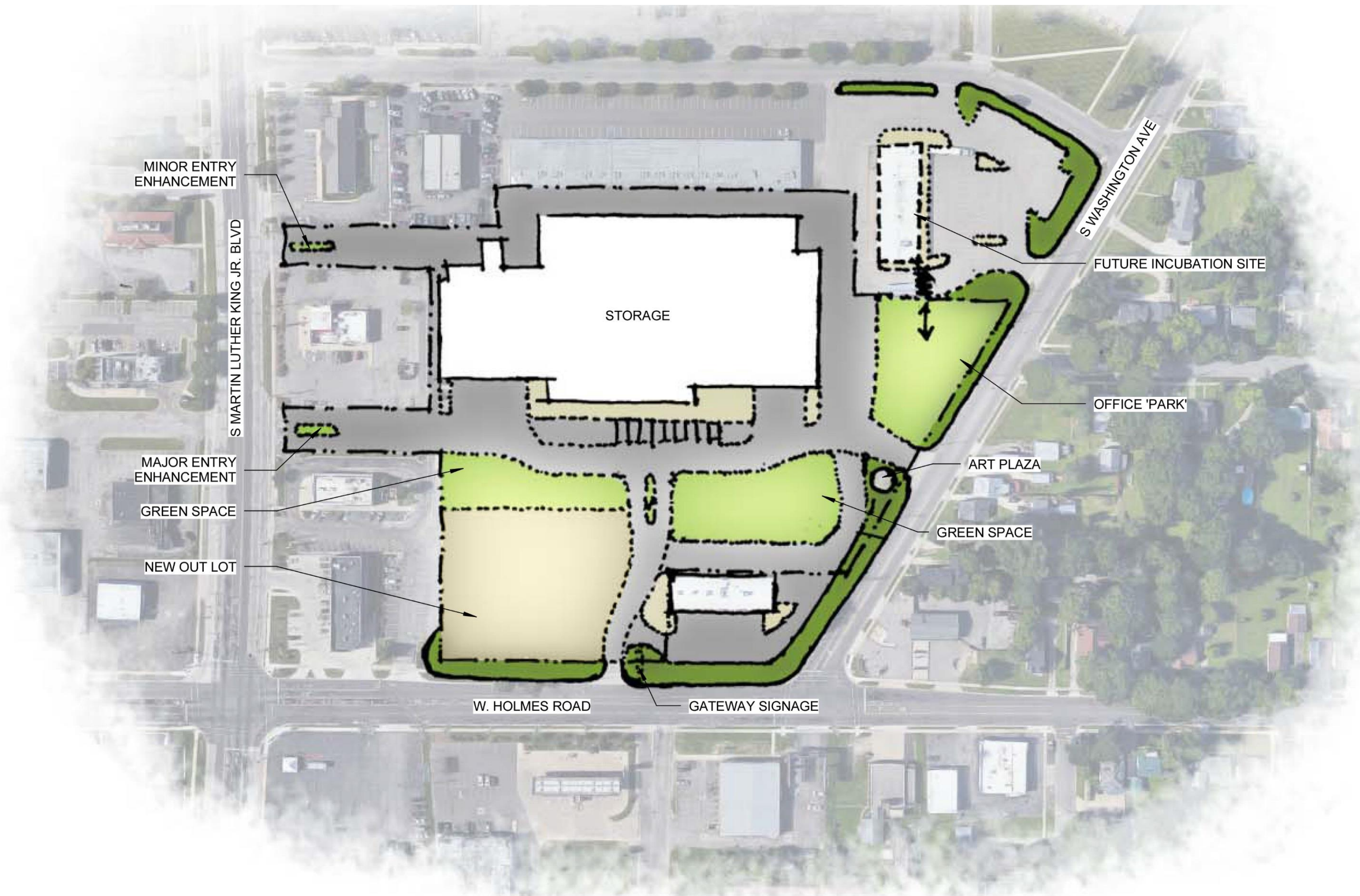
MLK JR BLVD LOOKING EAST



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

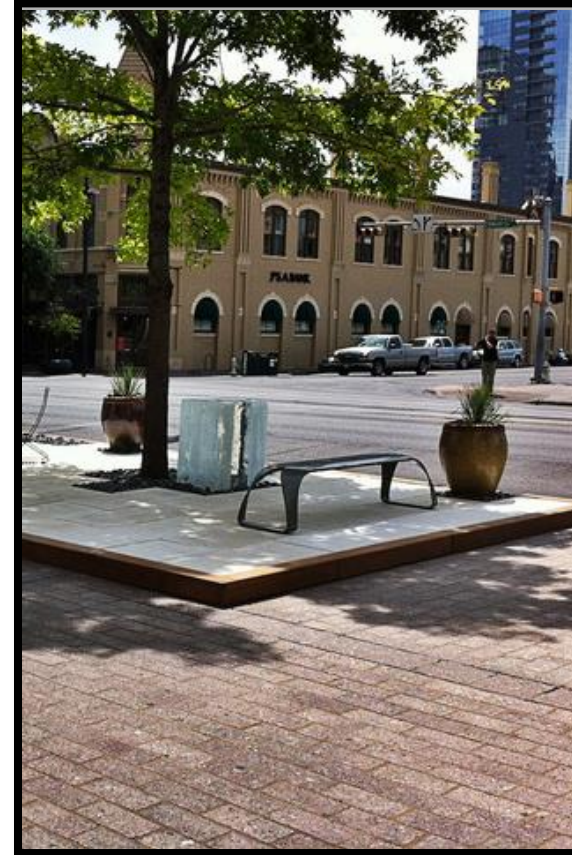


Andy Schor, Mayor

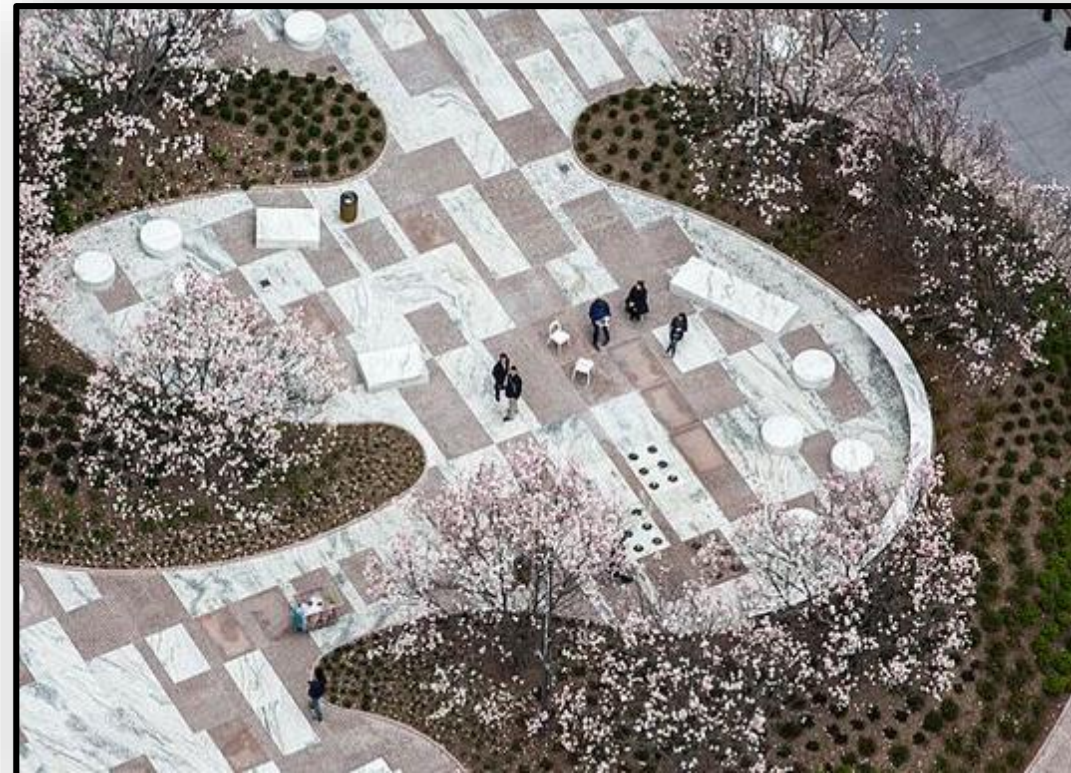
POCKET PARK CONCEPT



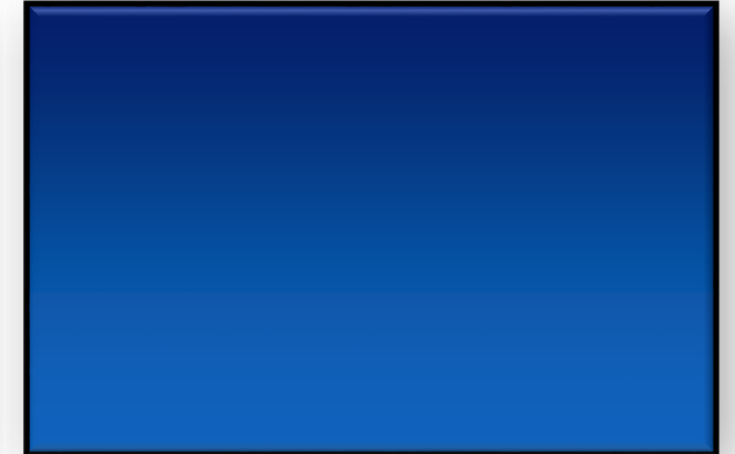
SPACIAL AND ENVIRONMENTAL
ENHANCEMENT



LANDMARK/GATHERING SPACE CREATION



MINIMAL, ELEGANT, IMPACTFUL



Andy Schor, Mayor

CONCEPT USE :INCUBATOR SPACE



INDUSTRIAL FEEL



COLLABORATIVE SPACE



MAKERSPACE



Andy Schor, Mayor

SITE IMPROVEMENTS: LIGHTING AND ART



SITE LIGHTING AND DRAINAGE IMPROVEMENTS –
ASPHALT REDUCTION

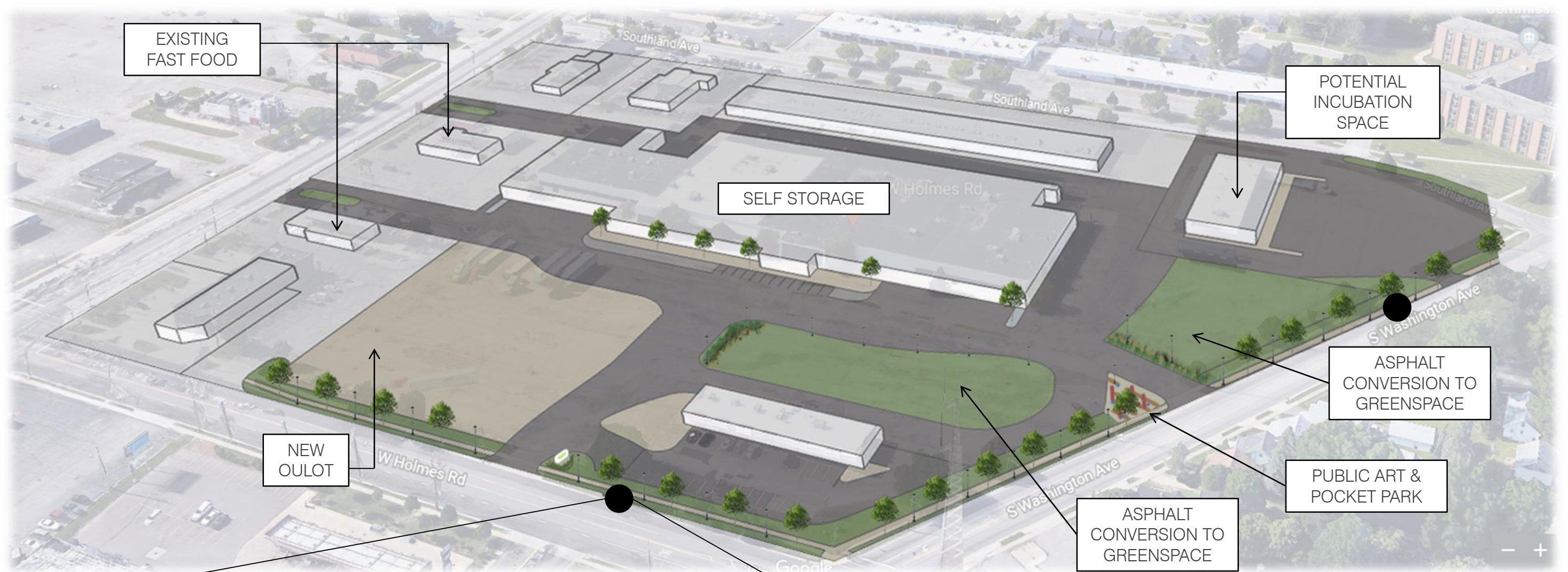


COMMISSIONED/ROTATING
ART: SCULPTURES & TACTILE



Andy Schor, Mayor

3D PERSPECTIVES



PUBLIC WAY IMPROVEMENTS



RIGHT-OF-WAY TYPICAL CROSS SECTION



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 ANNUALLY 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.



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.

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.

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.

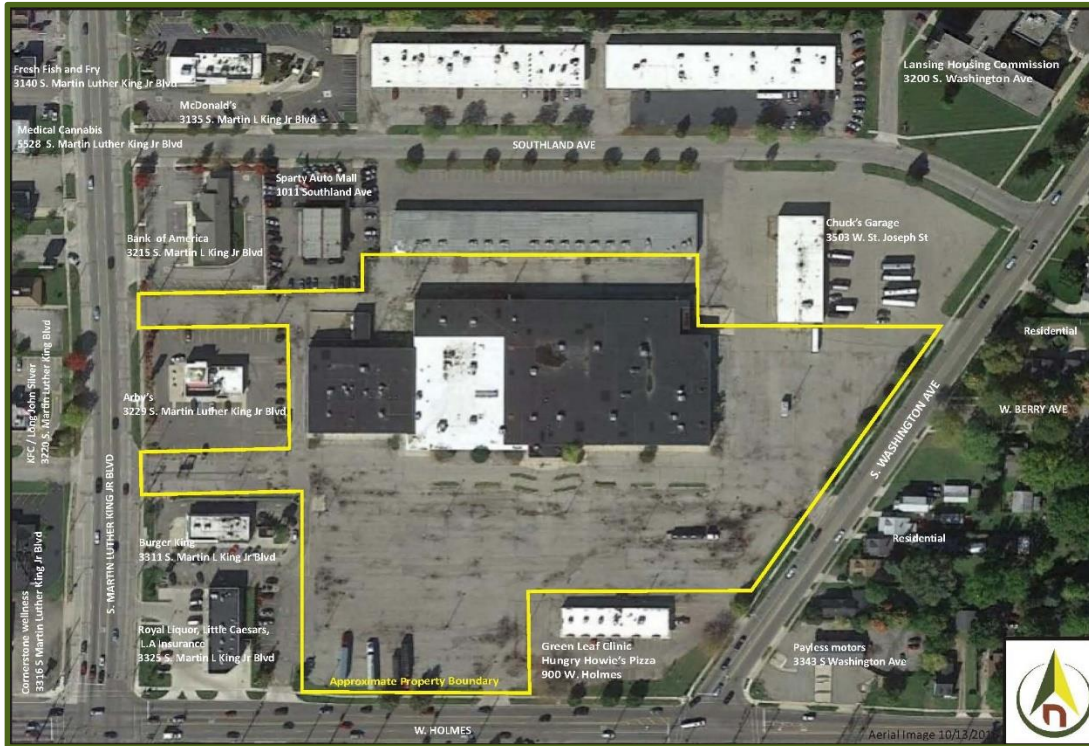


Brownfield Plan #74

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



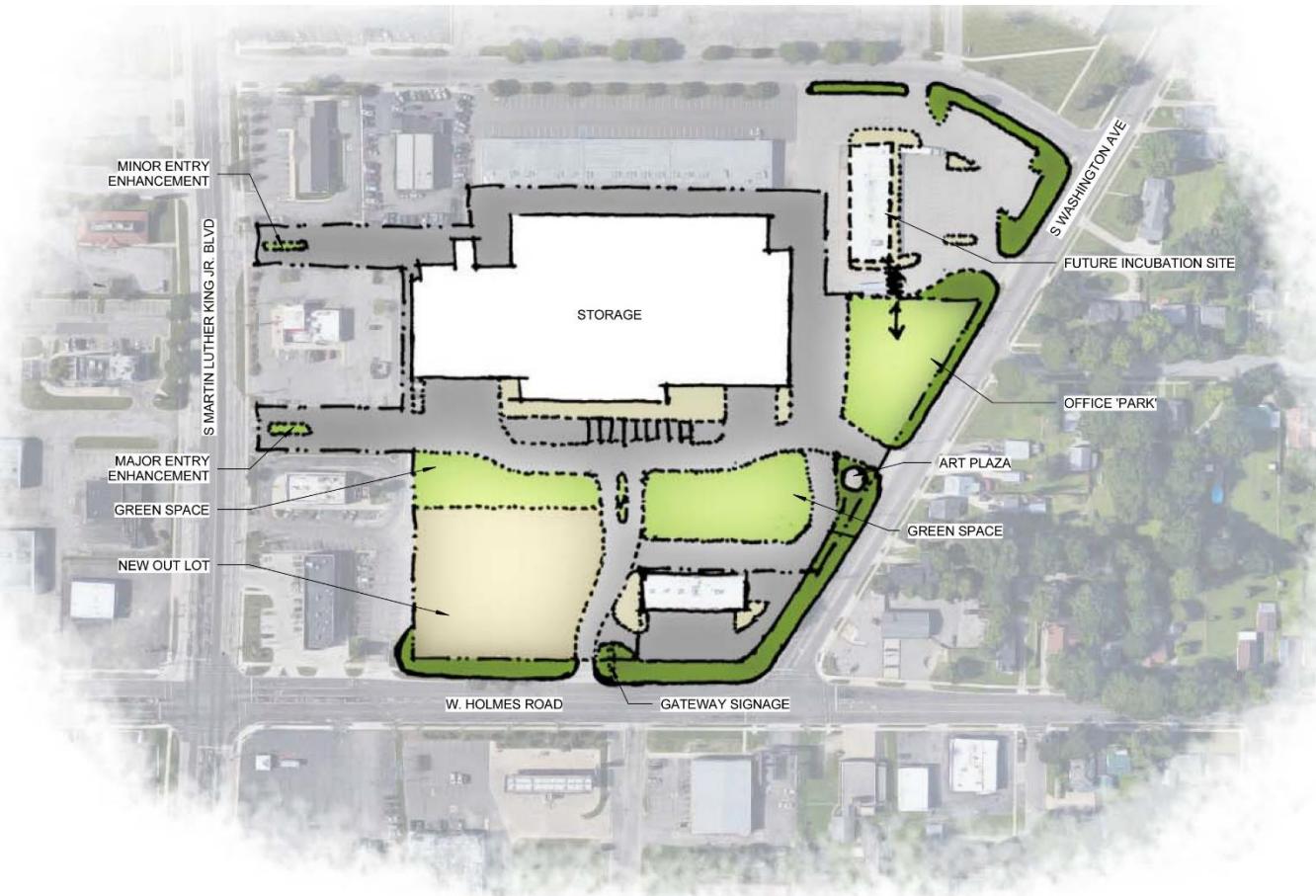
Eligible Property



- 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



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



Site Plan

3D PERSPECTIVES



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



PUBLIC WAY IMPROVEMENTS





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.



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

*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

<u>Section</u>	<u>Page</u>
1. Project Summary Sheet	2
2. Purpose of Brownfield Plan and Past Use of the Property	5
3. Brownfield Project Description	6
4. Developer Eligible Activities.....	6
5. Captured Taxable Value & Tax Increment Revenues	8
6. Method of Brownfield Plan Financing	8
7. Amount of Note or Bonded Indebtedness Incurred.....	9
8. Duration of the Brownfield Plan	9
9. Estimated Impact on Taxing Jurisdictions.....	10
10. Legal Description & Site Map.....	11
11. Personal Property	11
12. Displacement of Persons	11
13. Site Remediation Revolving Fund	11
14. Other Information.....	11

FIGURES

Figure 1: Property Location Map

Figure 2: Eligible Property Map

TABLES

Table 1: Brownfield Eligible Activities

Table 2: Tax Increment Revenue Capture Estimates

Table 3: Tax Increment Revenue Reimbursement Allocation Table

ATTACHMENTS

Attachment A: Legal Description of the Property

Attachment B: Letter of Functional Obsolescence

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
10734 Sky Prairie Street
Fishers, Indiana 46037
Robert McCormack
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.

Brownfield Eligible activities include asbestos abatement, demolition, infrastructure improvements and preparation of the Brownfield Plan.

**Midwest Self Storage Development
930 W. Holmes Road Building Redevelopment
Brownfield Plan #74
August 24, 2018**

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

Midwest Self Storage Development
930 W. Holmes Road Building Redevelopment
Brownfield Plan #74
August 24, 2018

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 Map

Figure 2: Eligible Property Map

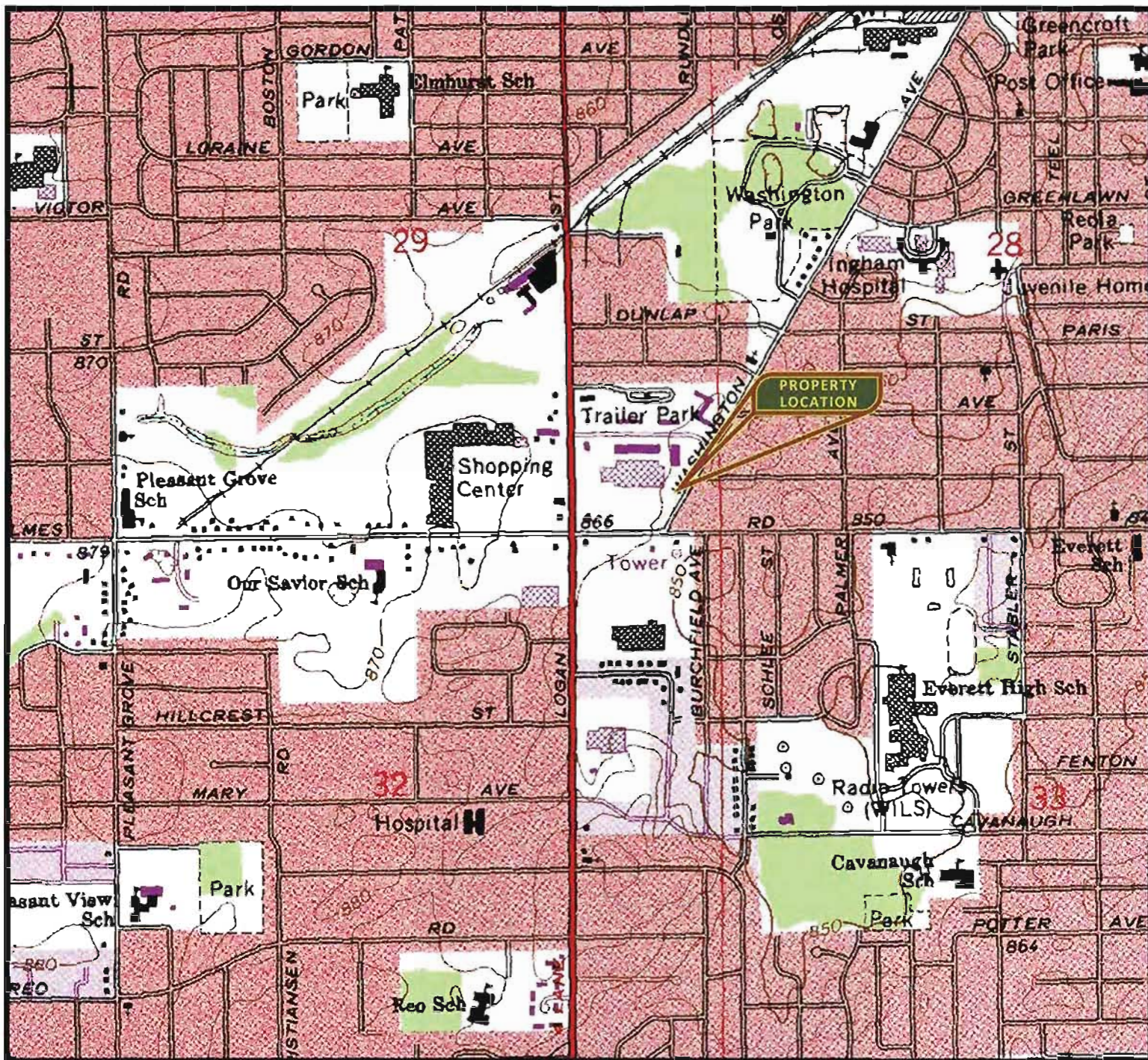


FIGURE 1 PROPERTY LOCATION

930 W. HOLMES ROAD
LANSING, MICHIGAN 48910

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

PROJECT NUMBER: 18-1917

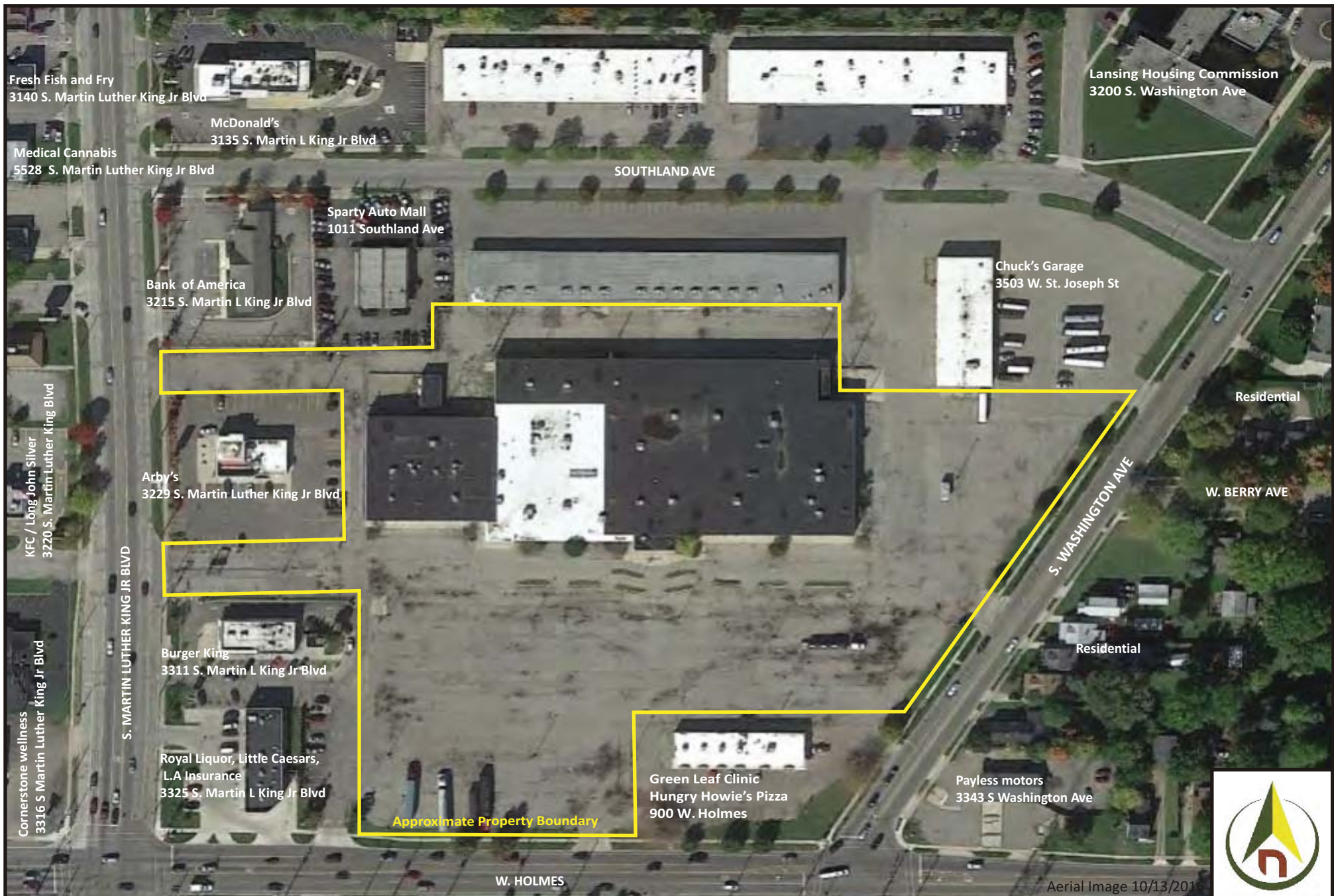
ADAPTED FROM MI GEOGRAPHIC DATA LIBRARY DRG

TRI TERRA



1:15,000





TRI TERRA

FIGURE 2

PROPERTY ORIENTATION DIAGRAM

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

PROJECT NUMBER: 18-1917

DIAGRAM CREATED BY: GAR

DATE: 7/27/2018

TABLES

Table 1: Brownfield Eligible Activities

Table 2: Tax Increment Revenue Capture Estimates

Table 3: Tax Increment Revenue Reimbursement Allocation Table

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 contingency 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											
Plan Year		2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
		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
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
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:

Plan Year	2030 12	2031 13	2032 14	2033 15	2034 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	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029														
			1	2	3	4	5	6	7	8	9	10	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													
Local Tax Increment to Taxing Unit (10%) ("Pass-Through")	\$	-	\$	1,967	\$	6,338	\$	6,425	\$	6,514	\$	6,603	\$	6,693													
Capture for BRA Administrative Fees (5% of available Local TIR)	\$	-	\$	885	\$	2,852	\$	2,891	\$	2,931	\$	2,971	\$	3,012													
Capture for Local Brownfield Revolving Fund (LBRF) (5% of available Local TIR)	\$	-	\$	885	\$	2,852	\$	2,891	\$	2,931	\$	2,971	\$	3,012													
Local TIR Available for Reimbursement to Developer	\$	-	\$	15,932	\$	51,337	\$	52,045	\$	52,760	\$	53,482	\$	54,212													
Total State & Local TIR Available for Reimbursement to Developer	\$	-	\$	15,932	\$	51,337	\$	52,045	\$	52,760	\$	53,482	\$	54,212													
DEVELOPER and LBRA	Beginning Balance																										
	\$ 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 12	2031 13	2032 14	2033 15	2034 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	

**Midwest Self Storage Development
930 W. Holmes Road Building Redevelopment
Brownfield Plan #74
August 24, 2018**

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.

**Midwest Self Storage Development
930 W. Holmes Road Building Redevelopment
Brownfield Plan #74
August 24, 2018**

Attachment B

Letter of Functional Obsolescence



Andy Schor, Mayor

CITYASSESSORS OFFICE

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



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 930 W Holmes, 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: Mid-West Self Storage: 930 W. Holmes Redevelopment

Business Name of Applicant (if applicable): 930 W. Holmes, LLC

Name of Parent Company (if applicable): _____

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

<u>McCormack Family Holdings, LLC</u>	<u>20 %</u>
<u>BDJ Ventures, LLC</u>	<u>20 %</u>
<u>Jackson IG, LLC</u>	<u>20 %</u>
<u>Kirby Properties, LLC</u>	<u>20 %</u>
<u>Kaddens Property Group</u>	<u>20 %</u>

Project Description:

The Project is 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, entranceway improvements, reduction of several acres of impervious asphalt parking and addition of greenspace to alleviate drainage issues, pocket park/gathering spaces, and new landscaping and lighting in the public right-of-way. Brownfield Eligible activities are delineated in the following categories:

- Site/Infrastructure Improvements:
 - Landscaping in Right of Way & Greenspaces/Public Areas
 - Lighting in Right of Way
 - Entrance Improvements - Curbs, Gutters, Pavement/Approaches in Right of Way
 - On-Site Improvements - Patching & Repairing Asphalt/Concrete, Lighting, Landscaping
- Asbestos Abatement within the Existing Building
- On-Site Demolition/Asphalt Removal
- Preparation of the Brownfield Plan

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

Brownfield Tax Increment Financing (Local Only) _____ 16 _____ Years

_____ Years

_____ Years

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

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):*

Star Financial Bank _____

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

2 FTE

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

\$ 5,747,500

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

\$ 50,000/year

**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)

RM 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.

RM 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.

RM 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.

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

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

RM 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: Kris Klein, LEAP

Revenue currently paid to the City by the site or project: \$10,835/year | \$173,360/16 yrs

Estimated total revenue to the City upon Project Completion: \$14,404/year | \$236,734/16 yrs

Estimated total value of City Incentive(s): \$ 407,822/16 yrs

Estimated total new net revenue to the City: \$ 63,374/16 yrs

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

The project site and surrounding commercial property in the area of the S. Martin Luther King Jr. Blvd. and Holmes Rd. intersection form a key commercial center in South Lansing. However, many of the commercial properties are in poor condition and suffer from chronic vacancy making them an attractive nuisance that welcomes vandalism, dumping, and other undesired activity.

Utilizing a Brownfield Plan for this project allows for substantial additional investment in the infrastructure and visual appeal of the intersection. These improvements are potentially a first step in attracting further investment and redevelopment in the area.

Project Timeline: Project will commence October 2018 and be completed on or before December 31, 2019

Have all appropriate City Incentive fees been received?	<u>YES</u>	NO
Staff Recommendation:	<u>APPROVE</u>	DENY MODIFY

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

Administration Recommendation:	<u>APPROVE</u>	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 the Mid-West Self Storage - 930 W. Holmes Redevelopment ("Project"). The Project is expected to hire at least 2 or retain at least _____ new full-time equivalent employees (FTE) and requiring a total investment in real property of at least \$4,185,550 and personal property of at least \$50,000, 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 (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 930 W Holmes Rd. ("Project Area") and legally described as follows:

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.

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 October 1, 2018 and ends December 31, 2019.

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 2 new, permanent full-time equivalent employees (FTE) and/or retain at least _____ full-time equivalent employees (FTE).
2. Purchase and/or locate within the Project Area, personal property with a fair market value of at least \$50,000. This personal property may not be moved to the Project Area from another location within the City of Lansing.
3. Make at least \$4,185,550 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 December 31, 2019.
7. Other Project-Specific Performance Measures are:

The Applicant commits to public infrastructure improvements on the Project Property within the Right of Way along S. Washington Ave., W. Holmes Rd., and S. Martin Luther King Jr. Blvd. ("Public Improvements"). Furthermore, the Applicant commits to infrastructure improvements on the project property within the existing parking lot, not within the Right of Way. The proposed infrastructure improvements are outlined below and in the attached Exhibit A ("Proposed Site Plan").

- Right of Way Public Infrastructure Improvements:
 - Landscaping in Right of Way & Greenspaces/Public Areas
 - Lighting in Right of Way
 - Entrance Improvements - Curbs, Gutters, Pavement/Approaches in Right of Way
 - Infrastructure Improvements Soft Costs
- On-Site Infrastructure Improvements - Not in Right of Way:
 - On-Site Patching & Repairing Asphalt/Concrete, Lighting, Landscaping
 - On-Site Demolition/Asphalt Removal

The LEDC, or their designated representative, and the Applicant shall mutually agree on the final Public Improvements Site Plan prior to commencement of the improvements.

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. 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") 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.

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 are 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, or upon the written agreement of the Parties.

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:

Obby Hasfield
Anna D. Dural

Approved as to form:

James Smiertka
City Attorney

930 W HOLMES, LLC:

By: Robert McCormack
Robert McCormack

Its: COO

CITY OF LANSING:

By: _____
Andy Schor

Its: Mayor

**LANSING ECONOMIC
DEVELOPMENT CORPORATION:**

By: _____
Karl R. Dorshimer

Its: Authorized Representative

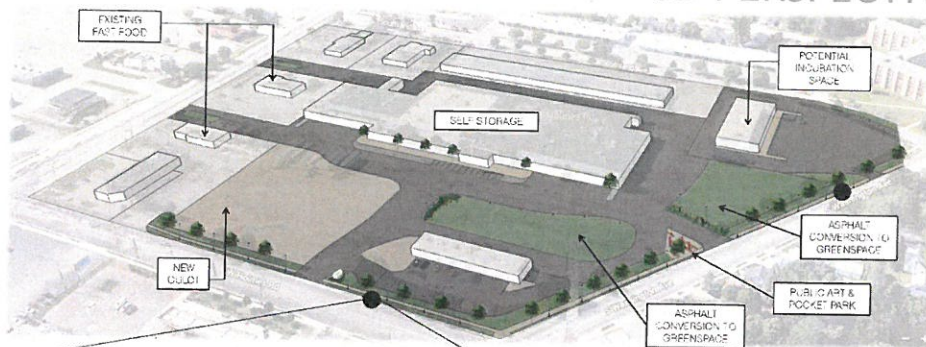
I hereby certify that funds are available
in Account No.: _____

City Controller

EXHIBIT A
PROPOSED SITE PLAN AND PUBLIC INFRASTRUCTURE IMPROVEMENTS

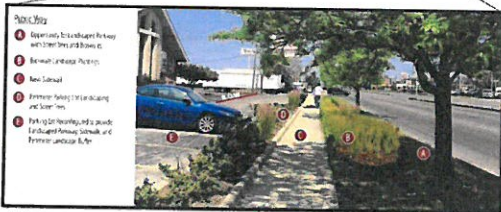
Site Plan

3D PERSPECTIVES



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



PUBLIC WAY IMPROVEMENTS



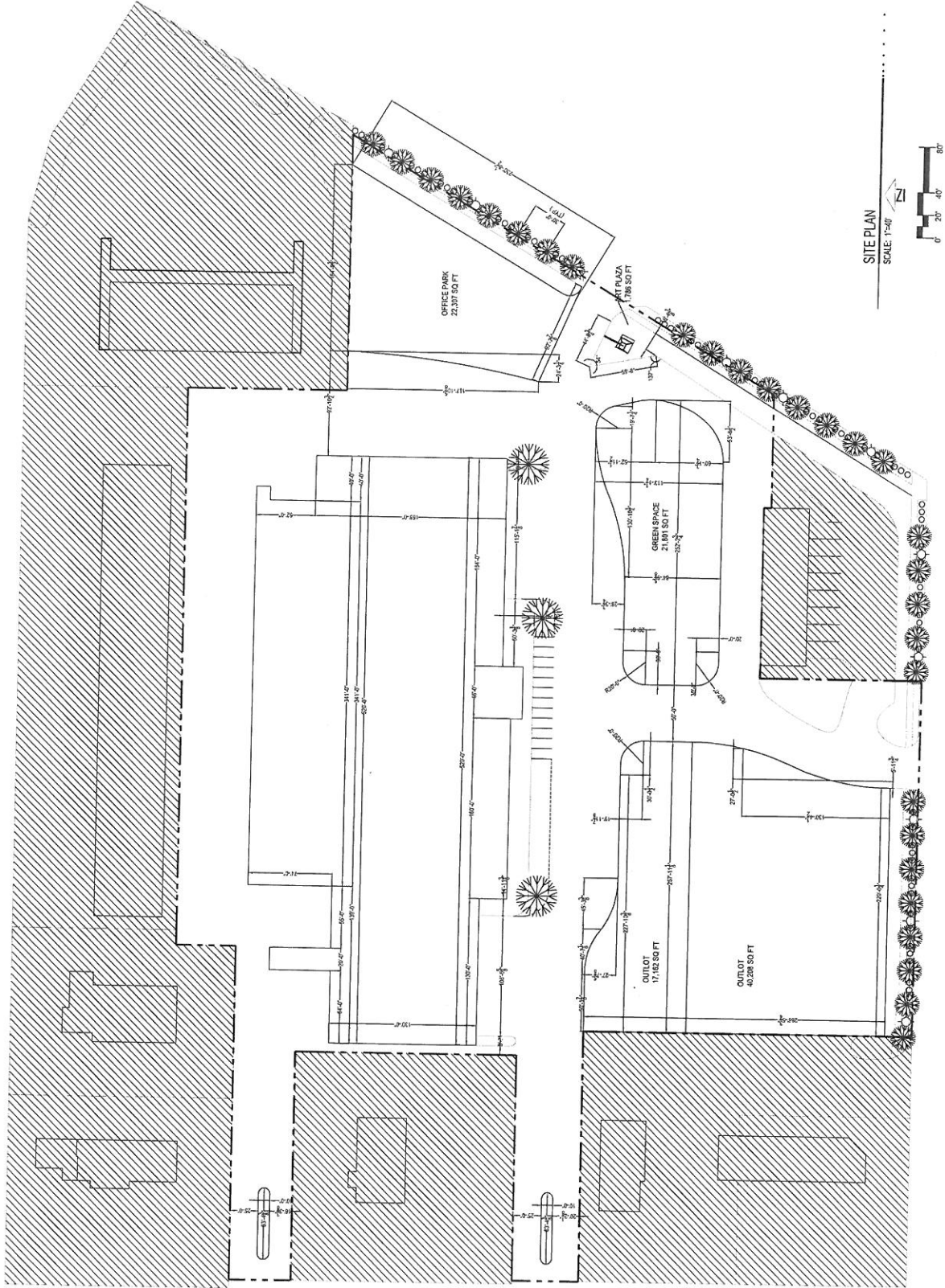
RIGHT OF WAY TYPICAL CROSS SECTION



Andy Scher, Mayor

**MIDWEST SELF STORAGE
DEVELOPMENT
LANSING SELF STORAGE
LANSING, MI 48910
SITE PLAN**

SITE PLAN
DRAWN BY: INITIALS
CHECKED BY: INITIALS
MO PROJECT #: PROJECT #



SITE PLAN
SCALE: 1"=40'
0' 20' 40' 80'

BY THE COMMITTEE ON DEVELOPMENT AND PLANNING
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING
RESOLUTION APPROVING BROWNFIELD PLAN #74
930 W. HOLMES RD. 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 #74 – 930 W. Holmes Rd. Redevelopment Project (the 'Plan'); and

WHEREAS, a public hearing was held by the Lansing City Council on **October 22, 2018** 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 **October 22, 2018** **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 \$4,185,550,
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 activities they perform, in accordance with the Plan,

WHEREAS, the Authority Board of Directors, at its meeting on **September 7, 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 #74 – 930 W. Holmes Rd. Redevelopment Project'.

CITY OF LANSING BROWNFIELD REDEVELOPMENT AUTHORITY

BROWNFIELD PLAN #75

**CAPITAL CITY MARKET
LOCATED AT 600-636 E. MICHIGAN AVENUE, 117 S. LARCH
STREET, 145-147 S. LARCH STREET
AND 601-637 BARNARD STREET, LANSING, MICHIGAN**

September 27, 2018

Approved by BRA: October 5, 2018
Approved by City Council:

Prepared on Behalf of:

600 E. Michigan-Lansing, LLC
330 Marshall Street, Suite 100
Lansing, MI 48912
Contact Person: Mr. Joe Hooker
Telephone: (517) 489-2353

Prepared By:

PM Environmental, Inc.
3340 Ranger Road
Lansing, MI 48906
Contact Person: Jessica DeBone
Telephone: (616)328-5297



TABLE OF CONTENTS

PROJECT SUMMARY	1
I. INTRODUCTION AND PURPOSE	3
II. GENERAL PROVISIONS	3
A. Description of the Eligible Property (Section 13 (2)(h)) and Project	3
B. Basis of Eligibility (Section 13 (2)(h) and Section 2(o)).....	6
C. Summary of Eligible Activities and Description of Costs (Sec. 13 (2)(a-b)).....	7
D. Estimate of Captured Taxable Value and Tax Increment Revenues (Sec. 13 (2)(c))	9
E. Method of Brownfield Plan Financing and Description of Advances by the Municipality (Sec. 13 (2)(d)); Maximum Amount of Note or Bonded Indebtedness (Sec. 13 (2)(e))	9
F. Duration of Brownfield Plan (Sec. 13 (2)(f)).....	10
G. Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions (Sec. 13 (2)(g))	10
H. Legal Description, Property Map, Statement of Qualifying Characteristics and Personal Property (Sec. 13 (2)(h))	11
I. Displacement/Relocation of Individuals on Eligible Property (Sec. 13 (2)(i-l)).....	11
J. Local Brownfield Revolving Fund ("LBRF") (Sec. 13 (2)(m))	12
K. Other Material that the Authority or Governing Body Considers Pertinent (Sec. 13 (2)(n))	12

APPENDICIES

Appendix A	Legal Description
Appendix B	Property Location Boundary
Appendix C	Preliminary Site Plans and Renderings
Appendix D	Documentation of Eligibility

TABLES

Table 1: Estimated Costs of Eligible Activities
Table 2: Tax Increment Financing Capture
Table 3: Tax Increment Financing Reimbursement

PROJECT SUMMARY

Project Name:	Capital City Market
Project Location:	The property is located at 600-636 East Michigan Avenue, 117 South Larch Street, 145-147 South Larch Street and 601-637 Barnard Street, in Township four north (T.4N), Range two west (R.2W), Section 16, Lansing, Ingham County Michigan 48912 (the "Property").
Type of Eligible Property:	The property is determined to be a "Facility"
Eligible Activities:	Pre-Approved Activities, Department Specific Activities, Demolition, Asbestos and Lead Activities, Infrastructure Improvements, Site Preparation, and Preparation and Implementation of a Brownfield Plan and Act 381 Work Plan.
Developer Reimbursable Costs:	\$3,778,854 Eligible Activities \$546,673 15% Contingency <u>\$6,106,645 Interest</u> \$10,432,172 Total
Years to Complete Reimbursement :	30 Years from start of capture
Estimated Capital Investment:	Total investment of \$41.5 million; approximately \$25 million in developer investment and an additional \$16.5 million by the hotel developer.
Project Overview:	The Property will be redeveloped into a four-story mixed used project consisting of an urban market, hotel and market rate residential apartments. The building will have an approximate 48,000 square foot footprint (i.e. first floor area) with just under 35,000 square feet on each of the additional floors. The anchor tenant will be an urban market operated by Meijer. Designed to create an open-air atmosphere, the market will feature garage doors that roll up to allow fresh produce to be placed on the sidewalks. In addition to fresh and frozen food options, the market will have a coffee shop, and healthy grab and go food items. It is estimated that the project will create 70 temporary construction jobs, 30 new full time and 10 part time jobs by the urban market and 9 full time and 21 part time jobs associated with the hotel. The project will act as a catalyst for future growth and investment along the Michigan Avenue corridor, having an immediate impact on surrounding property values, eliminating the neighborhood's status as a low access area (formerly referred to as food desert), and improving walkability in Lansing's downtown urban core.

**Brownfield Plan for the proposed Capital City Market development
Located at 600-636 E. Michigan Avenue, 117 S. Larch Street, 145-147 S. Larch Street
and 601-637 Barnard Street, Lansing, Michigan
PM Environmental, Inc. Project No. 01-9216-0-0004; September 27, 2018**

Total New Taxes Generated:

Uses	Taxes Captured
Maximum Portion Captured to Reimburse Developer	\$10,432,172
Portion Captured for Lansing Brownfield Redevelopment Authority (LBRA) (Administration and LBRF)	\$796,548
Portion Captured for State Brownfield Fund	\$442,900
Total Captured	\$11,671,620
10% Passed-Through to TIFA or Taxing Units*	\$1,233,917
Total New Taxes Generated	\$12,905,537

*TIFA is currently estimated to expire in 2039

Uses of Captured Taxes:

Uses	Taxes Captured
Reimbursement to Developer for Eligible Activity Costs	\$3,778,854
Reimbursement to Developer for Contingency (15%) on Eligible Activity Costs*	\$546,673
Reimbursement to Developer for Interest on Eligible Activity Costs**	\$6,106,645
Developer Eligible Reimbursement Total	\$10,432,172
LBRA Administration Fees	\$398,274
LBRA Local Brownfield Revolving Fund (LBRF)	\$398,274
State Brownfield Fund	\$442,900
Total Captured	\$11,671,620

*15% Contingency excludes preparation of Brownfield Plan/381 Work Plan and Pre-Approved Activities

**Interest is calculated at 5%, with the exception of activities that are anticipated to be funded by the MDEQ Loan at a 1.5% interest rate, with 5 years interest fee/payment free

I. INTRODUCTION AND PURPOSE

In order to promote the revitalization of environmentally distressed, historic, functionally obsolete and blighted areas within the boundaries of Lansing (the “City”), the City has established the Lansing Brownfield Redevelopment Authority (LBRA) (the “Authority”) pursuant to the Brownfield Redevelopment Financing Act, Michigan Public Act 381 of 1996, as amended (“Act 381”).

The purpose of this Brownfield Plan (the “Plan”) is to promote the redevelopment of and investment in the eligible “Brownfield Property” within the City and to facilitate financing of eligible activities at the Brownfield Property. Inclusion of Brownfield Property within any Plan in the City will facilitate financing of eligible activities at eligible properties, and will provide tax incentives to eligible taxpayers willing to invest in revitalization of eligible sites, commonly referred to as “Brownfields.” By facilitating redevelopment of the Brownfield Property, this Plan is intended to promote economic growth for the benefit of the residents of the City and all taxing units located within and benefited by the Authority.

The identification or designation of a developer or proposed use for the Brownfield Property that is subject to this Plan shall not be integral to the effectiveness or validity of this Plan. This Plan is intended to apply to the eligible property identified in this Plan and, to identify and authorize the eligible activities to be funded. Any change in the proposed developer or proposed use of the eligible property shall not necessitate an amendment to this Plan, affect the application of this Plan to the eligible property, or impair the rights available to the Authority under this Plan.

This Plan is intended to be a living document, which may be modified and/or amended as submitted by the developer and as approved by the LBRA and Lansing City Council, in accordance with and as necessary to achieve the purposes of Act 381. The applicable sections of Act 381 are noted throughout the Plan for reference purposes.

This Plan contains information required by Section 13(1) of Act 381, as amended

II. GENERAL PROVISIONS

A. Description of the Eligible Property (Section 13 (2)(h)) and Project

The Eligible Property currently consists of twenty (20) legal parcels, which have been approved to be combined into a single parcel for the 2019 tax year and total approximately 4 acres. The parcels and all tangible personal property located thereon will comprise the eligible property and is referred to herein as the “Property.”

The Property is located on the Michigan Avenue corridor, bounded by Michigan Avenue to the north, railroad tracks to the east, Barnard Street to the south, and South Larch Street to the west.

Individual parcel information is outlined below and a legal description of the single combined parcel is included within Appendix A and Property location maps are included in Appendix B.

**Brownfield Plan for the proposed Capital City Market development
Located at 600-636 E. Michigan Avenue, 117 S. Larch Street, 145-147 S. Larch Street
and 601-637 Barnard Street, Lansing, Michigan
PM Environmental, Inc. Project No. 01-9216-0-0004; September 27, 2018**

Description of Current Parcels to be Combined			
Property Address	Former Parcel ID	Acreage	Most Recent Prior Use
600 East Michigan Avenue	33-01-01-16-428-081	.379	Vacant - Former Gas Station
612-614 East Michigan Avenue	33-01-01-16-428-061	.225	Former Auto Service
622 East Michigan Avenue	33-01-01-16-428-051	.056	Vacant Former commercial
624 East Michigan Avenue	33-01-01-16-428-041	.056	Vacant Former commercial
626 East Michigan Avenue	33-01-01-16-428-031	.056	Vacant Former commercial/office
628 East Michigan Avenue	33-01-01-16-428-021	.056	Vacant Former commercial/office
117 South Larch Street	33-01-01-16-428-100	.233	Vacant Former storage/warehouse
636 East Michigan Avenue	33-01-01-16-428-002	1.821	Surface Parking
Formerly 139 South Larch Street	33-01-01-16-428-141	.126	Vacant
145 South Larch Street	33-01-01-16-428-151	.084	Vacant Former Residential
147 South Larch Street	33-01-01-16-428-161	.084	Vacant Former Residential
611 Barnard Street	33-01-01-16-428-171	.084	Vacant Former Residential
Formerly 613 Barnard Street	33-01-01-16-428-181	.117	Vacant
619 Barnard Street	33-01-01-16-428-191	.117	Vacant Former Residential
Formerly 621 Barnard Street	33-01-01-16-428-201	.117	Vacant
625 Barnard Street	33-01-01-16-428-211	.117	Vacant Former Residential
629 Barnard Street	33-01-01-16-428-221	.117	Vacant Former Residential
633 Barnard Street	33-01-01-16-428-231	.117	Vacant Garage
No Address	33-01-01-16-428-901	.044	Vacant Alleyway
Portion of 119 South Larch Street	Portion of 33-01-01-16-428-092	.063	Vacant

600 E. Michigan-Lansing, LLC, a development entity of Gillespie Group, or any affiliate, or such other developer as approved by the Authority, are collectively the project developer (“Developer”).

Gillespie Group (“GG”) was founded by Patrick Gillespie and is led by a team of experienced professionals. GG specializes in creative urban development, revitalizing communities, and pursuing excellence in all that they do. With an eye to the future, the team takes creative risks, visualizing energetic spaces that breathe new life into city neighborhoods. The group’s diverse, statewide portfolio includes more than 1,850 residential units and over 650,000 square feet of commercial/retail space. Much of GG’s demonstrated success is in Lansing with urban renewal projects such as The Outfield, Marketplace, Lansing Brewing Company and Stadium District. Bold, innovative designs and a transformative vision for a better Michigan are at the heart of each effort GG takes on, which is exactly the vision for the Project, referred to as Capital City Market.

The Property is currently developed with a 3,616 square foot automotive service garage building (612-614 East Michigan Avenue) constructed in 1930, four retail buildings (622-628 East Michigan Avenue) totaling 8,654 square feet constructed in 1900, a warehouse building (117 South Larch Street) totaling 5,520 square feet constructed in 1946, six residential dwellings (145-147 South Larch Street and 611-629 Barnard Street) totaling 9,720 square feet

constructed between 1884 and 1916, and a garage building (633 Barnard Street) totaling 960 square feet constructed in 1983 and is in area characterized by commercial and residential uses. The property is currently zoned G1: General Commercial and permits the proposed future use.

The northeastern portion of the Property (identified as 636 East Michigan Avenue) was occupied by lumber storage for Hall Lumber Company from at least 1892 to 1898. By 1950, a larger office building, occupied by Lewis Fuel Oil Company was constructed. The Lewis Fuel Oil office building was demolished between 1994 and 1997, and this portion of the Property has been occupied by a surface parking lot since that time.

The first north-central portion of the Property is currently occupied by four storefront buildings (identified as 622-628 East Michigan Avenue). The two eastern buildings were constructed prior to 1892. The two western storefront buildings were constructed between 1906 and 1913. A majority of the former occupants have included various retail, medical, and professional office tenants, with the exception of 622 and 624 East Michigan Avenue. The storefront buildings, identified as 622 East Michigan Avenue and 624 East Michigan Avenue, were occupied by a radiator shop from at least 1935 to 1959 and a glassworks shop from at least 1945 to 1964, respectively.

The second north-central portion of the Property is occupied by an automotive service building (identified as 612-614 East Michigan Avenue), which was constructed by 1930 as a gasoline service station. Gasoline dispensing operations ceased in approximately the mid-1950s and the Property has been occupied by an automotive service business since the early 1960s. Three orphan gasoline underground storage tanks (USTs) with capacities between 1,000 and 1,500 gallons are present on the 612-614 East Michigan Avenue parcel of the Property.

The northwestern parcel of the Property (formerly identified as 600 East Michigan Avenue) is currently a vacant lot with four (4) USTs that are not currently in use. An auto sales and service building was constructed in the south-central portion by 1950 and was demolished by the early 1970s. A former convenience store building associated with a retail gasoline station was constructed in the early 1970s, with a car wash building constructed in 1995. All of the former buildings were demolished in 2012 and the property has been vacant since that time.

The central portion of the Property (identified as 636 East Michigan Avenue) was occupied by Hall Lumber Company, Michigan Implement & Transfer Company and Butler-Langevin Lumber Company, from at least 1892 to 1988 with lumber and coal storage and planning, sash and door manufacturing and occupied by agricultural implements and engines and/or threshers. The current building located at 117 South Larch Street was constructed in 1946 and was utilized as storage in at least 1951 and boat storage and repair in at least 1966. All of the former buildings (with the exception of the current building) were demolished by 1950 and the property was occupied by Lewis Fuel Oil Company from at least 1940 until the early 1990s with operations consisting of bulk petroleum and coal distribution. A garage building, with truck service operations was constructed by 1951 and demolished between 1997 and 1998. Six coal silos were present on the northeastern portion from 1950 until 1973 and various petroleum above ground storage tanks (ASTs) were present on the southern portion from 1950 to 1994. All of the former buildings were demolished (except the current building) were demolished between 1994 and 1997, and the Property has been vacant land and/or a surface parking lot since that time.

The southern portion of the Property (identified as 145-147 South Larch Street and 601-637 Barnard Street) is currently and has historically been occupied by various residential dwellings.

The Property will be redeveloped with a four-story, mixed-used project consisting of an urban market, hotel and market rate residential apartments. This will include consolidation of all of the parcels comprising the Property into a single parcel and demolition of all existing structures and improvements. The building will have an approximate 48,000 square foot footprint (i.e. first floor area) with just under 35,000 square feet on each of the additional floors. The anchor tenant will be an urban market that will have an open-air atmosphere featuring a coffee shop, fresh and frozen produce and healthy grab and go options. The building will be positioned along Michigan Avenue with open air garage doors along a portion of the market, which will assist in further activating the sidewalks.

The remainder of the ground floor, on the eastern portion of the property will include lobby and amenity space for a hotel who will fly a nationally-ranked flag. The hotel's amenities will include a conference room/meeting space, lounge and restaurant. The stories above will include approximately 120-125 guest rooms.

On the western portion of the property, occupying the second through fourth floors, will be approximately 36 market-rate residential apartment units. The units are anticipated to consist primarily of studios (12) and 1-bedroom units (21) with three (3) 2-bedroom units.

The remainder of the Property (i.e., south and east of the mixed-use building) will consist of ample parking for the proposed residents and businesses with landscape features and trees throughout.

Demolition and site preparation activities are expected to begin early 2019, with completion of the urban market tenant in the fall of 2020 and the remainder of the development complete by December 2020. GG will invest an estimated \$25 million in the development with an additional \$16.5 million invested by the hotel. It is estimated that the project will create approximately 70 temporary construction jobs, 30 new full time jobs and 10 part time jobs by the urban market tenant and 30 new jobs associated with the hotel.

Preliminary site plans and renderings are included in Appendix C.

B. Basis of Eligibility (Section 13 (2)(h) and Section 2(o))

The Property is considered "eligible property" as defined by Act 381, Section 2 because (a) the Property was previously utilized or is currently utilized for a commercial use; (b) it is located within the City of Lansing, a qualified local governmental unit under Act 381; and (c) the Property is determined to be a "facility," "property" and a "site."

The parcel formerly identified as 600 East Michigan Avenue is listed with the Michigan Department of Environmental Quality (MDEQ) as a closed Leaking Underground Storage Tank (LUST) site associated with three historical releases reported between 1990 and 1999. Regulatory closure was achieved for those releases between 1996 and 2000. However, residual gasoline contamination remains on the parcel.

The parcel formerly identified as 612-614 East Michigan Avenue is listed as an open LUST site due to a release of gasoline reported in December 2017 associated with three orphan USTs

identified at that parcel. The 636 East Michigan Avenue parcel of the Property is also listed as an open LUST site, with three open releases of gasoline, used oil, and/or heating oil, which were reported between January and March of 1995.

Subsurface investigation activities conducted between 1995 and 2017 documented the presence of soil and groundwater contamination exceeding Part 201 Generic Cleanup Criteria (GCC) and Part 213 Risk-Based Screening Levels (RBSLs) on the following parcels of the Property: 600 East Michigan Avenue, 612-614 East Michigan Avenue, 636 East Michigan Avenue, and 117 South Larch Street.

The identified contaminants included various volatile organic compounds (VOCs), polynuclear aromatic compounds (PNAs) and metals, which exceed the Part 201/213 Residential and Nonresidential Drinking Water/Drinking Water Protection (DW/DWP), Groundwater Surface Water Interface/Groundwater Surface Water Interface Protection (GSI/GSIP), and Direct Contact (DC) GCC/RBSLs, and the MDEQ Residential and Nonresidential Recommended Interim Action Screening Levels (RIASLs) for vapor intrusion.

Soil gas samples collected from the 600 East Michigan Avenue parcel of the Property in 2013 also identified gasoline VOC concentrations exceeding the MDEQ Residential and Nonresidential RIASLs.

Based upon documented exceedances of the Part 201 GCC, Part 213 RBSLs, and MDEQ RIASLs, and its status as an open LUST site, the Property is a facility as defined under Part 201, and a property and a site as defined under Part 213.

600 E. Michigan-Lansing, LLC conducted a Baseline Environmental Assessment for the Property, dated March 22, 2018, which was submitted to the Michigan Department of Environmental Quality (MDEQ) to obtain liability protections for existing contamination at the time of purchase from the State of Michigan. Therefore, 600 E. Michigan-Lansing, LLC is not liable for existing contamination at the time of purchase.

Additional documentation and description of the Property's eligibility is provided in Appendix D.

C. Summary of Eligible Activities and Description of Costs (Sec. 13 (2)(a-b))

The "eligible activities" that are intended to be carried out at the Property are considered "eligible activities" as defined by Section 2 of Act 381 and as permitted under the Brownfield Redevelopment Financing Act that include: Pre-Approved Activities, Department Specific Activities, Demolition, Asbestos Activities, Infrastructure Improvements, Site Preparation and preparation and implementation of a Brownfield Plan and Act 381 Work Plan. A complete itemization of these activities and associated expenses is included in Table 1. Letters inclusive of a greenfield analysis for urban storm water management costs and special foundations are included as Appendices E and F.

The following eligible activities and budgeted costs are intended as part of the development. All activities are intended to be "Eligible Activities" under the Brownfield Redevelopment Financing Act. The Authority is not obligated to reimburse any eligible activities conducted after July 1, 2021.

Brownfield Plan for the proposed Capital City Market development
Located at 600-636 E. Michigan Avenue, 117 S. Larch Street, 145-147 S. Larch Street
and 601-637 Barnard Street, Lansing, Michigan
PM Environmental, Inc. Project No. 01-9216-0-0004; September 27, 2018

Eligible Activities	Total Estimated Costs	MSF Act 381 Eligible Activities	MDEQ Act 381 Eligible Activities
Pre-Approved Activities	\$74,365		\$74,365
Department Specific Activities	\$686,750		\$686,750
Demolition Activities	\$60,500		\$60,500
Asbestos Activities	\$100,000		\$100,000
Infrastructure Improvements	\$1,027,739	\$1,027,739	
Site Preparation	\$1,769,500	\$1,769,500	
Brownfield/Work Plan Preparation	\$30,000	\$15,000	\$15,000
Brownfield/Work Plan Implementation	\$30,000	\$15,000	\$15,000
Subtotal	\$3,778,854	\$2,827,239	\$951,615
15% Contingency*	\$546,673	\$419,586	\$127,088
Subtotal with Contingency	\$4,325,527	\$3,246,825	\$1,078,703
Interest**	\$6,106,645	\$5,050,885	\$1,055,760
Subtotal with Contingency and Interest	\$10,432,172	\$8,297,710	\$2,134,462

* 15% contingency excludes the cost of Pre-Approved activities and preparation of the Brownfield Plan and Act 381 Work Plan

**Interest is calculated at 5% with the exception of activities that are anticipated to be funded by the MDEQ Loan at a 1.5% interest rate, with 5 years interest fee/payment free

Administrative Activities	
LBRA Admin Fee (5% Annually)	\$398,574
LBRF (5% Annually)	\$398,574
State Brownfield Fund	\$442,900
Sub-Total	\$1,239,448
10% Pass Through	\$1,233,917
Total	\$2,473,365

Eligible activities will be financed by 600 E. Michigan-Lansing, LLC using any or all of: (i) conventional financing, (ii) tax increment revenue bonds (the "Bonds") permitted under Section 17 of Act 381 and issued by the LBRA, (iii) an MDEQ Grant and/or Loan which will be funded to the LBRA to pay the cost of certain of the eligible activities and (iv) a direct loan from the LBRA to pay the cost of certain eligible activities. The Developer will be reimbursed for eligible costs as described in Section C and outlined in Table 1. Costs for Eligible Activities funded by 600 E. Michigan-Lansing, LLC or the Bonds and the MDEQ Loan will be repaid under the Michigan Brownfield Redevelopment Financing Program (Michigan Public Act 381, as amended) with incremental taxes generated by the Project. Tax increment revenues ("TIR") generated by the Project will be captured by the LBRA and used either to reimburse the cost of the eligible activities as approved under this Plan and associated Reimbursement Agreement, MDEQ Loan Agreement, and Development Agreement relating to the Project, or to pay debt service on the Bonds pursuant to a bond indenture. The Developer may also be reimbursed for eligible activities not financed by the MDEQ Loan, the conventional financing, or the Bonds with TIR subject to the terms of the MDEQ Loan Agreement, the Reimbursement Agreement, and/or a bond indenture.

Payments will be made to the full extent incremental property tax revenues are or become

available for such purposes under Act 381. The costs listed in the table referenced above are estimated costs and may increase or decrease depending on the nature and extent of environmental contamination and other conditions encountered on the Property. In addition, the interest cost referenced above is an estimate and may increase or decrease depending on the actual incurred eligible activity costs and financing costs.

However, in no event shall the total reimbursed costs for eligible activities, contingency and interest exceed \$10,432,172 unless amended and approved by the LBRA and Lansing City Council.

D. Estimate of Captured Taxable Value and Tax Increment Revenues (Sec. 13 (2)(c))

Incremental taxes on real property will be captured under this Plan to reimburse eligible activity expenses. The base taxable value of the Property shall be determined by the use of the 2018 tax year tax values, which is \$517,438. Tax increment revenue capture will begin when tax increment is generated by redevelopment of the Property, which is expected to begin in 2021 or when full redevelopment is completed whichever occurs first. The estimated taxable value of the completed development is \$5,685,236. An annual increase in taxable value of 1% has been used for calculation of future tax increments in this Plan. Tables 2 and 3 detail the estimate of captured tax increment revenues for each year of the Plan from the Property.

TIR will also be used to pay or reimburse administrative expenses and the Local Brownfield Revolving Fund (LBRF) first, as outlined in the attached tables. In the event that the use of school tax revenues is not approved by the MDEQ or MSF, as applicable, TIR will consist of local-only taxes (to the extent available).

E. Method of Brownfield Plan Financing and Description of Advances by the Municipality (Sec. 13 (2)(d)); Maximum Amount of Note or Bonded Indebtedness (Sec. 13 (2)(e))

It is anticipated that specific eligible activities will be financed by 600 E. Michigan-Lansing, LLC using conventional financing or any one or more of the issuance of Bonds permitted under Section 17 of Act 381 and issued by the LBRA, an MDEQ Grant and/or Loan, which will be funded to the LBRA to pay the cost of certain eligible activities, and an LBRA Loan to pay the cost of certain eligible activities. TIR generated by the Property will be captured by the LBRA and used to pay or reimburse the costs of the eligible activities as approved under this Plan and associated Reimbursement Agreement, LBRA Loan Agreement, MDEQ Loan Agreement, Development Agreement and Bond Indenture. The Developer may also be reimbursed for eligible activities not financed by the MDEQ Loan, the LBRA Loan, the conventional financing, or the Bonds with TIR, subject to the terms of the MDEQ Loan Agreement, the LBRA Loan Agreement, the Reimbursement Agreement, and/or the bond indenture.

F. Duration of Brownfield Plan (Sec. 13 (2)(f))

In no event shall the duration of the Plan, exceed 35 years following the date of the resolution approving the Plan, nor shall the duration of the tax capture exceed the lesser of the period authorized under subsection (4) and (5) of Section 13 of Act 381 or 30 years. Further, in no event shall the beginning date of the capture of tax increment revenues be later than five years after the date of the resolution approving the Plan. The Property will become part of this Plan on the date this Plan is approved by the Lansing City Council.

G. Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions (Sec. 13 (2)(g))

Tables 2 and 3 attached to this Plan provide the estimated TIR to be generated and captured under this Plan, for an estimated period of 30 years.

The total estimated cost of the eligible actives, contingency, interest, administrative fees, LBRF and State Brownfield Fund to be reimbursed or captured through use of TIR is projected to be up to 11,671,620. However, based on the projected available TIR, reimbursement of the entirety of interest is not anticipated at this time. Taxes will continue to be generated to the City's tax increment finance authority (TIFA) or taxing jurisdictions on local and school captured millages at the base taxable value of \$517,438 throughout the duration of this Plan totaling approximately \$1,126,505 or \$37,550 annually. The TIFA is currently estimated to expire in 2039.

Non-capturable millages, will see an immediate increase in new taxes generated following redevelopment and will provide new tax revenue of approximately \$885,673 throughout the duration of this Plan.

Ten percent of newly generated taxes will be captured for the TIFA or taxing jurisdictions on local and state school captured millages throughout the duration of this Plan totaling approximately \$1,233,917.

A summary of the estimated impact to taxing jurisdictions for the life of the Plan is summarized below.

[Remainder of page intentionally left blank]

Brownfield Plan for the proposed Capital City Market development
Located at 600-636 E. Michigan Avenue, 117 S. Larch Street, 145-147 S. Larch Street
and 601-637 Barnard Street, Lansing, Michigan
PM Environmental, Inc. Project No. 01-9216-0-0004; September 27, 2018

Millage	Rate	Amount Captured (Eligible Activities, LBRA LBRF, LBRA Admin. Fee, State BF Fund)	Taxes Preserved for the TIFA	New Taxes Passed through to TIFA
State Education Tax (SET)	6.0000	\$984,081	\$93,139	\$109,342
School Operating Tax	18.0000	\$2,952,242	\$279,417	\$328,027
Subtotal	24.0000	\$3,936,323	\$372,555	\$437,369
Lansing Oper	19.4400	\$3,188,422	\$301,770	\$354,269
Lans Com College	3.8072	\$624,432	\$59,100	\$69,381
Ingham Intermed	4.7062	\$771,880	\$73,055	\$85,764
Ingham Cnty Sum	6.8000	\$1,115,292	\$105,557	\$123,921
Ingham County	3.2800	\$537,964	\$50,916	\$59,774
Airport Auth	0.6990	\$114,645	\$10,851	\$12,738
CATA	3.0070	\$493,188	\$46,678	\$54,799
CADL-Library	1.5600	\$255,861	\$24,216	\$28,429
Zoo Millage	0.4100	\$67,246	\$6,364	\$7,472
Subtotal	43.7094	\$7,168,930	\$678,507	\$796,548
Total Capturable Millages	67.7094	\$11,105,253	\$1,051,062	\$1,233,917
Non-Capturable Millages	Rate	New Taxes Generated	Taxes Preserved for Taxing Unit	New Taxes Generated
Lansing Debt	0.2600	\$47,382	\$4,036	NA
Lansing Sch Debt	4.6000	\$838,291	\$71,406	NA
Total Non-Capturable Millages	4.8600	\$885,673	\$75,442	

H. Legal Description, Property Map, Statement of Qualifying Characteristics and Personal Property (Sec. 13 (2)(h))

The legal description of the Property included in this Plan is attached in Appendix A.

Property location maps are included in Appendix B.

Documentation of characteristics that qualify the Property as eligible property is provided in Appendix D.

Personal property may be included as part of the eligible property to the extent that it is taxable personal property.

I. Displacement/Relocation of Individuals on Eligible Property (Sec. 13 (2)(i-l))

No displacement of businesses or residents is expected as part of this project. All parcels were vacant of businesses or residents prior to acquisition with the exception of one business, which relocated in July of 2018 and one residence whose lease expires prior to the anticipated approval timeline of the Plan. The existing residential lease ended and all properties were vacant by August 31, 2018, prior to approval of this Plan. An additional lease for surface parking exists on the property, however, the lease will end November 14, 2018. The property

will continue to be rented on a month to month basis through April 1, 2019 as a courtesy. Therefore no displacement or relocation will occur on the Property. Compliance with all relocation requirements of Act 381 and the standards and provisions of the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, Public Law 91-646 will be kept.

J. Local Brownfield Revolving Fund (“LBRF”) (Sec. 13 (2)(m))

The LBRA has established a Local Brownfield Revolving Fund (LBRF). Capture for the LBRF is included in this plan on an annual basis totaling 5% of the annual available local TIR, and is currently estimated to total \$398,274. The funds deposited into the LBRF as part of this Plan will be used in accordance with the requirements of Act 381, as amended.

K. Other Material that the Authority or Governing Body Considers Pertinent (Sec. 13 (2)(n))

The Lansing Brownfield Redevelopment Authority and the City Council as the Governing Body, in accordance with Act 381, may amend this Plan in order to fund additional eligible activities associated with the Project described herein. The Property is located within a Lansing Tax Increment Finance Authority (TIFA) district and therefore an interlocal agreement will be required to be approved and executed as part of this project.

This project is a high priority for the City of Lansing, which will be transformational for the Michigan Avenue corridor and surrounding residents. Those living in and near the downtown will have access to affordable, healthy food within walking distance, while nearby properties will see an increase in property value. The development will increase both daytime and evening foot traffic, extending spending in nearby local businesses. Significant blight conditions will be eliminated and environmental conditions will be reduced and mitigated to prevent exposures. Overall the project will attract new residents and business into the downtown and catalyze future growth and investment.

Appendix A

PLOT PLAN

For:
Gillespie Group
600 E. Michigan-Lansing, LLC
330 Marshall Street
Lansing, MI 48912

Survey Address:
600 Michigan Avenue
Lansing, MI 48912

Legal Description: A parcel of land in Block 242, Original Plat, City of Lansing, Inghom County, Michigan, as recorded in Liber 2 of Plats, Page 36, Inghom County Records, Connard's Subdivision on Lot 1, Block 242, Original Plat, City of Lansing, Inghom County, Michigan, as recorded in Liber 1 of Plats, Page 31, Inghom County Records, and in Barnard's Subdivision on Lots 2, 3 and 4, Block 242, Original Plat, City of Lansing, Inghom County, Michigan, as recorded in Liber 1 of Plats, Page 32, Inghom County Records, the surveyed boundary of said parcel described as: Beginning at the Northwest corner of said Connard's Subdivision; thence S89°25'55"E along the North line of said Connard's Subdivision 425.18 feet (recorded as 425.04 feet) to the Northeast corner of said Connard's Subdivision; thence S00°06'32"W along the East line of said Connard's Subdivision, the East line of said Block 242, and the East line of said Barnard's Subdivision 521.16 feet to the Southeast corner of Block 1, said Barnard's Subdivision; thence N89°29'27"W along the South line of said Block 1 a distance of 429.20 feet (recorded as 429.00 feet) to the Southwest corner of said Block 1; thence N00°33'03"E along the West line of said Barnard's Subdivision 121.50 feet to the Northwest corner of Block 1 of said Barnard's Subdivision; thence S89°28'38"E along the North line of said Block 1 of Barnard's Subdivision 135.00 feet to the East line of the West 135 feet of Lot 2, said Block 242; thence N00°33'02"E along said East line 78.23 feet to the South line of the North 8 feet of said Lot 2, Block 242; thence S89°18'57"E along said South line 30.00 feet to the Southerly extension of the East line of Lot 23, said Connard's Subdivision; thence N00°33'03"E along said Southerly extension of the East line of said Lot 23 and the East line of Lots 23, 22, 21, and 20, said Connard's Subdivision 179.36 feet to the South line of the North 16.50 feet of said Lot 20; thence N89°26'46"W along said South line 165.00 feet to the West line of said Connard's Subdivision; thence N00°33'03"E along said West line 142.49 feet to the point of beginning; said parcel containing 4.19 acres more or less; said parcel subject to all easements and restrictions if any.



KEBS, INC.

KYES ENGINEERING
BRYAN LAND SURVEYS

2116 HASLETT ROAD, HASLETT, MI 48840
PH. 517-338-1014 FAX 517-338-8047

13432 PRESTON DRIVE, MARSHALL, MI 49068
PH. 269-781-9800 FAX 269-781-9805

DRAWN BY KDB

SECTION 16, T4N, R2W

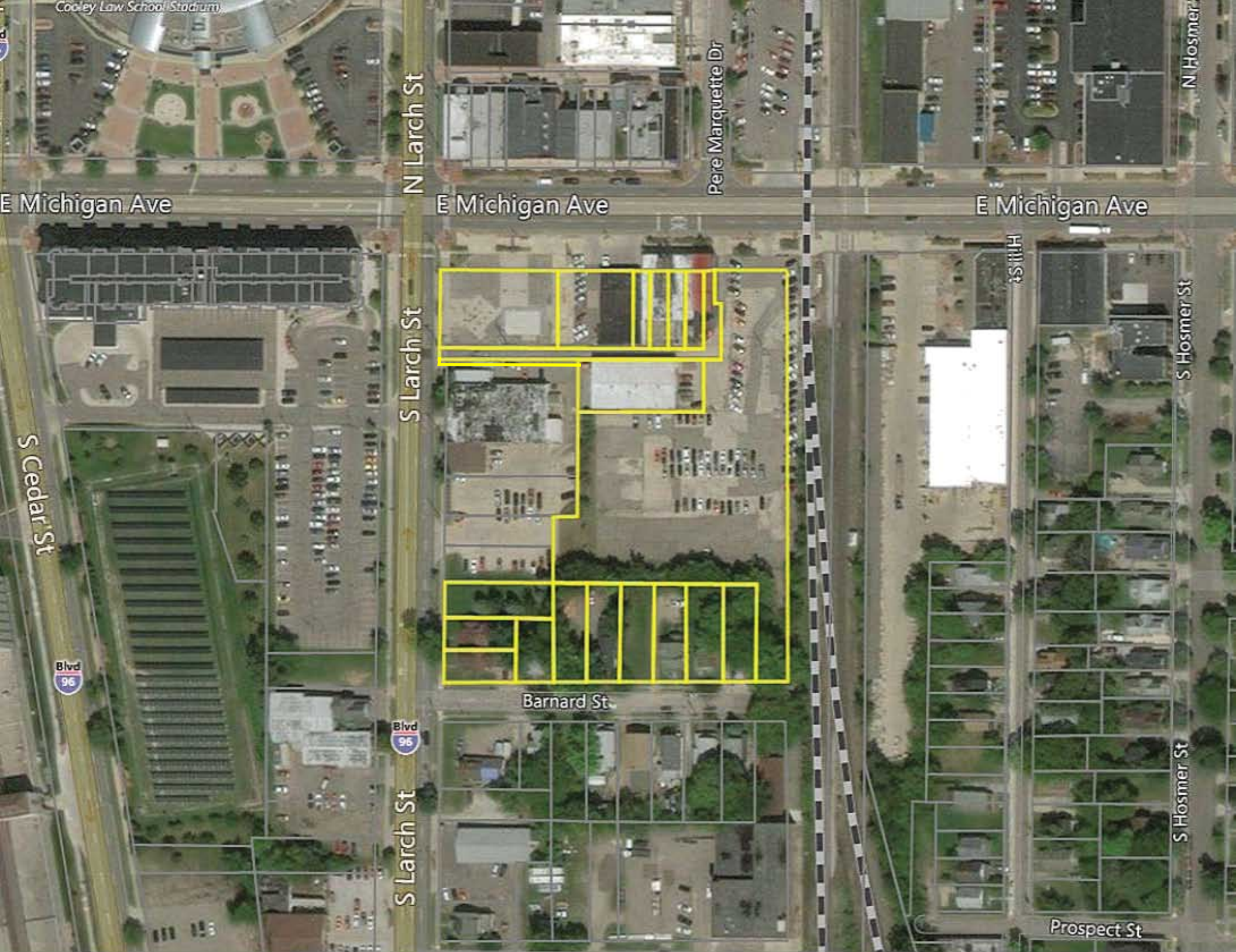
FIELD WORK BY ---

JOB NUMBER:

SHEET 2 OF 2

92950.8ND-PLT

Appendix B



Cooley Law School Stadium

E Michigan Ave

N Larch St

Pere Marquette Dr

E Michigan Ave

E Michigan Ave

S Larch St

S Larch St

S Cedar St

Blvd 96

Barnard St

Hill St

S Hosmer St

S Hosmer St

Prospect St

Appendix C













SANITARY SEWERS

- STORM SEWER

- ## WATER SYSTEM

- ## BENCHMARKS



72 HOURS
(3 WORKING DAYS)
BEFORE YOU DIG
CALL MISS DIG
800-482-7171
(TOLL-FREE)

EX. LEGEND

- LEGAL NOTES:

- LEGAL DESCRIPTION:**

GENERAL

- ## STREETS

- | | | |
|--|--|---------------------|
| REVISIONS |  KEBS, INC.
KYES ENGINEERING
BRYAN LAND SURVEYS
2116 HASLETT ROAD, HASLETT, MI 48840
PH. 517-339-1014 FAX. 517-339-8047
Marshall Office
Ph. 269-781-9800 | |
| | | |
| | | |
| | | |
| <h2 style="text-align: center;">600 E. Michigan Project</h2> | | |
| COVER SHEET | | |
| SCALE: 1"= 30' | DESIGNER:
JWK | APPROVED BY:
JWK |
| DATE: 4-2-18 | PROJECT MGR.
JWK | SHEET 1 OF 5 |
| AUTHORIZED BY:
GILLESPIE GROUP | | JOB #:
92950 |

Appendix D



Corporate Headquarters
Lansing, Michigan
3340 Ranger Road, Lansing, MI 48906
f: 877.884.6775
t: 517.321.3331

Michigan Locations
Berkley Bay City
Grand Rapids Detroit
Chesterfield Lansing

February 28, 2018

District Supervisor
Michigan Department of Environmental Quality
Lansing Michigan District Office
525 West Allegan Street
Lansing, Michigan 48933

**RE: Baseline Environmental Assessment of the 600 Block Urban Redevelopment Property Located at 600-636 E. Michigan Avenue, 117 S. Larch Street, 145-147 S. Larch Street, and 601-637 Barnard Street, Lansing, Michigan
PM Environmental, Inc. Project No. 01-9216-0-0002**

Dear District Supervisor:

Enclosed is a copy of the Baseline Environmental Assessment prepared for the above referenced subject property in accordance with Section 20126(1)(c) of Part 201, Environmental Remediation, and Section 21323a(1)(b)(i) of Part 213, Leaking Underground Storage Tanks, of the Natural Resources and Environmental Protection Act (NREPA), P.A. 451 of 1994, as amended.

If you have any questions regarding this report, please contact us at 800.313.2966.

Sincerely,
PM ENVIRONMENTAL, INC.

J. Adam Patton, CHMM
Manager of Site Investigation Services

Enclosure



Corporate Headquarters
Lansing, Michigan
3340 Ranger Road, Lansing, MI 48906
f: 877.884.6775
t: 517.321.3331

Michigan Locations
Berkley Bay City
Grand Rapids Detroit
Chesterfield Lansing

February 28, 2018

Mr. Patrick Gillespie
600 E. Michigan-Lansing, LLC
330 Marshal Street, Suite 100
Lansing, Michigan 48912

**RE: Baseline Environmental Assessment of the 600 Block Urban Redevelopment Property Located at 600-636 E. Michigan Avenue, 117 S. Larch Street, 145-147 S. Larch Street, and 601-637 Barnard Street, Lansing, Michigan
PM Environmental, Inc. Project No. 01-9216-0-0002**

Dear Mr. Gillespie:

Enclosed is a copy of the Baseline Environmental Assessment prepared for the above referenced subject property in accordance with Section 20126(1)(c) of Part 201, Environmental Remediation, and Section 21323a(1)(b)(i) of Part 213, Leaking Underground Storage Tanks, of the Natural Resources and Environmental Protection Act (NREPA), P.A. 451 of 1994, as amended.

THIS BASELINE ENVIRONMENTAL ASSESSMENT WAS PREPARED FOR THE EXCLUSIVE USE OF 600 E. MICHIGAN-LANSING, LLC, THEIR ASSOCIATES AND LENDERS, EACH OF WHOM MAY RELY ON THE REPORT'S CONTENTS.

If you have any questions regarding this report, please contact us at 800.313.2966.

Sincerely,
PM ENVIRONMENTAL, INC.

J. Adam Patton, CHMM
Manager of Site Investigation Services

Enclosure

TABLE OF CONTENTS

1.0	INTRODUCTION AND DISCUSSION	1
1.1	Owner/Operator Information.....	3
1.2	Intended Use of the Subject Property.....	3
1.3	Summary of All Appropriate Inquiry Phase I Environmental Assessment	3
1.3.1	Phase I ESA Exceptions or Deletions	5
1.3.2	Phase I ESA Data Gaps	5
1.4	Summary of Previous Site Investigations	6
1.5	Summary of Current Site Investigation	9
1.6	Summary of Geophysical Investigation Activities	18
1.7	Subsurface Investigations Techniques and QA/QC Procedures	21
1.8	Geology and Hydrogeology.....	22
2.0	LOCATION OF CONTAMINATED MEDIA ON THE SUBJECT PROPERTY	22
2.1	Summary of Analytical Results (December 2017)	22
2.2	Subject Property Site Status	30
3.0	PROPERTY INFORMATION.....	30
3.1	Legal Description of Subject Property	30
3.2	Survey Map of Subject Property.....	30
3.3	Subject Location and Analytical Summary Maps	30
3.4	Subject Property Location Map	30
3.5	Subject Property Address.....	30
3.6	Subject Spatial Data.....	30
4.0	FACILITY STATUS OF SUBJECT PROPERTY	31
4.1	Summary Data Tables	31
4.2	Laboratory Reports and Chain of Custody Documentation.....	31
5.0	IDENTIFICATION OF BEA AUTHOR.....	31
6.0	AAI REPORT OR ASTM PHASE I ESA	32
7.0	REFERENCES.....	32

FIGURES

Figure 1:	Property Vicinity Map
Figure 2:	Generalized Diagram of the Subject Property and Adjoining Properties
Figure 3A:	Soil Boring/Temporary Monitoring Well/Soil Gas Location Map with Soil Analytical Results (Northwest Area)
Figure 3B:	Soil Boring/Temporary Monitoring Well/Soil Gas Location Map with Soil Analytical Results (North/Central Areas)
Figure 3C:	Soil Boring/Temporary Monitoring Well/Soil Gas Location Map with Soil Analytical Results (West/South Areas)
Figure 4:	Soil Boring/Temporary Monitoring Well/Soil Gas Location Map with Groundwater Analytical Results
Figure 5:	Soil Boring/Temporary Monitoring Well/Soil Gas Location Map with Soil Gas Analytical Results

TABLES

Table 1:	Summary of Soil Analytical Results: VOCs
Table 2:	Summary of Soil Analytical Results: PNAs, PCBs, Metals, and Glycols
Table 3:	Summary of Groundwater Analytical Results: VOCs, PNAs, Dissolved Metals and Glycols
Table 4:	Summary of Soil Gas Analytical Results: VOCs

APPENDICES

Appendix A:	Phase I ESA, PM, February 2, 2018
Appendix B:	Soil Boring/Temporary Monitoring Well/Soil Gas Logs
Appendix C:	Laboratory Analytical Reports
Appendix D:	Assessing Information
Appendix E:	Professional Qualification Statements

1.0 INTRODUCTION AND DISCUSSION

PM completed this Baseline Environmental Assessment (BEA) of the 600 Block Urban Redevelopment Property located in Lansing, Ingham County, Michigan (hereafter referred to as the “subject property”) in accordance with Parts 201 and 213 of the Natural Resources and Environmental Protection Act (NREPA), P.A. 451 of 1994 (Parts 201 and 213), as amended.

The subject property consist of 18 parcels and an alleyway totaling approximately 4.0 acres and is located on the east side of South Larch Street and on the south side of East Michigan Avenue in Lansing, Michigan. The table below includes a listing of each parcel comprising the subject property:

Address	Parcel ID Number	Current Use
600 East Michigan Avenue	33-01-01-16-428-081	Vacant (Former Ballpark Mobil)
612-614 East Michigan Avenue	33-01-01-16-428-061	Brogan's Tire and Auto Service
622 East Michigan Avenue	33-01-01-16-428-051	Commercial
624 East Michigan Avenue	33-01-01-16-428-041	Commercial
626 East Michigan Avenue	33-01-01-16-428-031	Commercial/Office
628 East Michigan Avenue	33-01-01-16-428-021	Commercial/Office
117 South Larch Street	33-01-01-16-428-100	Storage/Warehouse
636 East Michigan Avenue	33-01-01-16-428-002	Parking
No Current Address	33-01-01-16-428-141	Vacant (formerly 139 South Larch Street)
145 South Larch Street	33-01-01-16-428-151	Residential
147 South Larch Street	33-01-01-16-428-161	Residential
611 Barnard Street	33-01-01-16-428-171	Residential
No Current Address	33-01-01-16-428-181	Vacant (formerly 613 Barnard Street)
619 Barnard Street	33-01-01-16-428-191	Residential
No Current Address	33-01-01-16-428-201	Vacant (formerly 621 Barnard Street)
625 Barnard Street	33-01-01-16-428-211	Residential
629 Barnard Street	33-01-01-16-428-221	Residential
633 Barnard Street	33-01-01-16-428-231	Residential
No Current Address	33-01-01-16-428-901	Vacant Alleyway

The property is developed with a 3,616 square foot automotive service garage building (612-614 East Michigan Avenue; Brogan's Tire and Auto Service) constructed in 1930, four retail buildings (622-628 East Michigan Avenue) containing 8,654 square feet constructed in 1900, a warehouse building (117 South Larch Street) containing 5,520 square feet constructed in 1946, six residential dwellings (145-147 South Larch Street and 611-629 Barnard Street) totaling 9,720 square feet constructed between 1884 and 1916, and a garage building (633 Barnard Street) containing 960 square feet constructed in 1983.

The service garage building is divided into a lobby area, service areas, and storage areas. The retail buildings are divided into various retail and storage areas. The easternmost retail building (628 East Michigan Avenue) contains two second floor apartments which are divided into bedroom areas, a kitchen, living area, and bathrooms. The warehouse building contains various

storage areas. The residential dwellings are generally divided into bedrooms, living areas, kitchens, bathrooms, and basements.

An asphalt paved parking lot is present in the eastern portion of the property. Various paved areas are present throughout the remainder of the property. In the area of the residential dwellings, groomed grass, driveways, and landscaped areas are present.

Standard and other historical sources documented that the northeastern portion of the property (identified as 636 East Michigan Avenue) was occupied lumber storage for Hall Lumber Company from at least 1892 to 1898. By 1906, two office buildings were present. An additional office building was constructed by 1913. These former office buildings were demolished by 1950, when a larger office building, occupied by Lewis Fuel Oil Company was constructed. The Lewis Fuel Oil office building was demolished between 1994 and 1997, and this portion of the property has been occupied by a surface parking lot since that time. Historic occupants of the former buildings consisted of various professional office operations.

The north-central portion of the property is currently occupied by four storefront buildings (identified as 622-628 East Michigan Avenue). The two eastern buildings were constructed prior to 1892. Additions were constructed to the rear of the eastern buildings between 1906 and 1913. The two western storefront buildings were constructed between 1906 and 1913. A majority of the historic occupants have included various retail, medical, and professional office tenants, with the exception of 622 and 624 East Michigan Avenue.

The storefront buildings, identified as 622 East Michigan Avenue and 624 East Michigan Avenue, were occupied by a radiator shop from at least 1935 to 1959 and a glassworks shop from at least 1945 to 1964, respectively.

The north-central portion of the property is occupied by an automotive service building (identified as 612-614 East Michigan Avenue), which was constructed by 1930 as a gasoline service station. Prior to 1930, this portion of the property was occupied by a lumber shed for a lumber company located further west. Gasoline dispensing operations ceased in approximately the mid-1950s and the property has been occupied by an automotive service business since the early 1960s.

The northwestern parcel of the property (formerly identified as 600 East Michigan Avenue) is currently a vacant lot with four underground storage tanks (USTs) that are not currently in use. In at least 1892, a lumber shed was present in the eastern portion of this parcel. The lumber shed was demolished and a small office building was constructed in the eastern portion, along East Michigan Avenue between 1892 and 1898 and was demolished by 1906. By 1906, several buildings associated with the Hall Lumber Company were constructed with lumber storage throughout the parcel. All of the former lumber buildings were demolished between 1938 and 1950. An auto sales and service building was constructed in the south-central portion by 1950 and was demolished by the early 1970. A former convenience store building associated with a retail gasoline station was constructed in the early 1970s, with a car wash building constructed in 1995. All of the former buildings were demolished in 2012 and the property has been vacant since that time. The property was occupied by lumber company with storage and/or milling operations from at least 1892 until 1921; automotive sales and service operations from the early 1920s until the 1950s; various commercial and retail businesses from at least the 1930s until the early 1950s; used auto sales from the 1950s until the 1960s, gasoline dispensing operations from least 1940 to 1943, and from the 1970s until 2006; and has been vacant of occupants since that time.

The central portion of the property (identified as 636 East Michigan Avenue) was occupied by Hall Lumber Company from at least 1892 to 1988 with lumber and coal storage and planning, sash and door manufacturing. By 1906, this portion was occupied by Michigan Implement & Transfer Company. Four buildings were constructed by 1906 which were occupied by agricultural implements and engines and/or threshers. In at least 1913, this portion of the subject property was occupied by Butler-Langevin Lumber Company and the previously identified buildings were identified as agricultural implements and lumber storage. The current building located at 117 South Larch Street was constructed in 1946 and was utilized as storage in at least 1951 and boat storage and repair in at least 1966. All of the former buildings (with the exception of the current building) were demolished by 1950 and the property was occupied by Lewis Fuel Oil Company from at least 1940 until the early 1990s with operations consisting of bulk petroleum and coal distribution. A garage building, with truck service operations was constructed by 1951 and demolished between 1997 and 1998 (identified as former auto service building on Figures). Six coal silos were present on the northeastern portion from 1950 until 1973 and various petroleum ASTs were present on the southern portion from 1950 to 1994. Coal pile storage was present on this portion of the property from at least 1906 until 1955. All of the former buildings were demolished (except the current building) were demolished between 1994 and 1997, and the property has been vacant land and/or a surface parking lot since that time.

The southern portion of the property (identified as 145-147 South Larch Street and 601-637 Barnard Street) is currently and has historically been occupied by various residential dwellings. Several dwellings were demolished between 1951 and the 1990s. A personal garage is present on the eastern portion, which was constructed in 1984.

Current operations at the subject property consist of typical automotive service operations, retail activities, professional office activities, storage activities, and residential activities.

1.1 Owner/Operator Information

600 E. Michigan-Lansing, LLC, 330 Marshall Street, Lansing, Michigan 48912 intends to purchase the subject property, which will be redeveloped for mixed commercial, retail, and residential uses.

1.2 Intended Use of the Subject Property

600 E. Michigan-Lansing, LLC, intends to redevelop the subject property for mixed commercial, retail, and residential uses. As part of the redevelopment, all parcels and the associated alleyway currently comprising the subject property will be consolidated into a single parcel, the identification number of which has not yet been assigned.

1.3 Summary of All Appropriate Inquiry Phase I Environmental Assessment

PM prepared a Phase I ESA dated February 2, 2018, in conformance with the scope and limitations of ASTM Practice E1527-13 (i.e., the 'ASTM Standard'). A copy of PM's February 2018 Phase I ESA, including photographs of the subject property, is included in Appendix A.

- The subject property parcel, identified as 600 East Michigan Avenue, is a closed Leaking Underground Storage Tank (LUST) site and a BEA site. Previous site assessment activities completed for 600 East Michigan Avenue in 2013 document that soil and groundwater contamination exists on-site above the current MDEQ Part 213 Risk Based Screening

Levels (RBSLs). Based on these analytical results and its closed LUST status, the subject property meets the definition of a “property,” in accordance with Part 213 of P.A. 451 of the Michigan Natural Resources Environmental Protection Act (NREPA), as amended.

- The subject property parcel, identified as 636 East Michigan Avenue, is an open LUST site and a BEA site. Previous site assessment activities completed in 1994, 1995, and 2015 document that soil contamination exists on-site above the current MDEQ Part 201 Generic Residential Cleanup Criteria (CRCC) and Part 213 RBSLs. Based on these analytical results and its open LUST status, the subject property meets the definition of a “facility” and a “site,” in accordance with Part 213 of P.A. 451 of the Michigan NREPA, as amended.
- The north-central portion of the property, identified as 612-614 East Michigan Avenue, is currently occupied by an automotive service building, which was constructed by 1930 as a gasoline service station. Gasoline dispensing operations ceased in approximately the mid-1950s and the property has been occupied by an automotive service business since the early 1960s. Current and historical interior waste streams associated with the service garage operations consist of general hazardous substances and/or petroleum products. A significant portion of this time period preceded major environmental regulations and current waste management and disposal procedures. The historical waste management practices associated with the service operations are unknown and may be a source of subsurface contamination.
- The southern portion of the property is currently and has historically been occupied by various residential dwellings. Several dwellings were demolished between 1951 and the 1990s. Several of the former residential dwellings were demolished prior to current disposal regulations. It is unknown how the building demolition debris was disposed of. It was not uncommon for building demolition debris to historically have been used as fill material onsite. The potential exists for construction debris and fill material to be present on these subject property parcels that were historically developed with basements, and to have negatively impacted the subsurface.
- Four current USTs are present at the subject property parcel identified as 600 East Michigan Avenue. The current UST system has been unused since 2012 without any subsurface investigation since 2013. Based on this information, the potential exists for a release to have occurred and impacted the subsurface.
- During the site reconnaissance, PM observed evidence of five in-ground hydraulic hoists within the warehouse building located at 117 South Larch Street and evidence of a former in-ground hoist within the building located at 612-614 East Michigan Avenue. The hydraulic reservoirs associated with the in-ground hoists were located underground. In-ground hoists have an underground reservoir for hydraulic fluids, which can contain polychlorinated biphenyls (PCBs). The potential exists that a release occurred from the current hydraulic hoist system and/or underground reservoir. Additionally, the potential exists for orphaned reservoirs to be present on the subject property.
- During the site reconnaissance, PM observed two vent pipes on the western exterior wall of the automotive service building (612-614 East Michigan Avenue). These vent pipes may be associated with the USTs identified in the 1951-1972 Sanborn maps. No known subsurface investigations have been completed in this area of the subject property and no

USTs are registered to this parcel. Based on this information, the potential exists for orphan USTs to be present and/or for a release to have occurred.

- Review of Fire Department records documented fuel oil as a heat source at various times for 612-614 East Michigan Avenue, 622 East Michigan Avenue, 626 East Michigan Avenue, and 636 East Michigan Avenue. Fuel oil was documented to be stored within 55-gallon drums at 622 East Michigan Avenue and within USTs at 636 East Michigan Avenue (bulk fuel oil storage and consumptive purposes on the parcel). PM was unable to verify if fuel oil was stored within above ground storage tanks (ASTs) or USTs at the remaining addresses. Based on this information, the potential exists for orphan USTs to be present and/or for a release to have occurred with the former use fuel oil.
- The storefront building, identified as 622 East Michigan Avenue, was occupied by a radiator shop from at least 1935 to 1959. Historical interior waste streams associated with the operations would have consisted of general hazardous substances and/or petroleum products. This time period preceded major environmental regulations and current waste management and disposal procedures. The historical waste management practices associated with the former service operations are unknown and may be a source of subsurface contamination.

The following adjoining and/or nearby RECs were identified:

- The west adjoining property, identified as 119 South Larch Street, is occupied by Liskey's Auto Truck Service. Review of historical the property was occupied by a pattern works and/or manufacturing company from at least 1906 until 1921, and sheet metal and machining company from 1924 until the 1950s, an automotive equipment company from 1936 until the 1950s, and has been occupied by automotive service operations since 1965. Based on the long-term operations on this property and the close proximity to the subject property (directly adjoining), the potential exists for a release to have occurred and migrated onto the subject property.
- A north adjoining property, identified as 605 East Michigan Avenue, was occupied by a dry cleaning operation from 1916 until 1959. Dry cleaning operations commonly involve the usage of general hazardous substances and/or petroleum products, which, if improperly managed and/or disposed of, can be a source of contamination. Based on the close proximity to the subject property (approximately 90 feet east) and long-term operations, the potential exists that a release has occurred on this property and migrated onto the subject property.

1.3.1 Phase I ESA Exceptions or Deletions

There were no identified exceptions or deletions from the Federal All Appropriate Inquiry Rule under 40 CFR 312, or the ASTM Standard within PM's February 2018 Phase I ESA.

1.3.2 Phase I ESA Data Gaps

No significant data gaps were identified within PM's February 2018 Phase I ESA.

1.4 Summary of Previous Site Investigations

Multiple site investigations were completed for the subject property between 1990 and 2015. Reports associated with those investigations are summarized in the table below:

Name of Report	Date of Report	Company that Prepared Report
Report of Site Assessment (600 East Michigan Avenue)	March 15, 1990	Environmental Science and Engineering, Inc. (ESE)
Phase II ESA (600 East Michigan Avenue)	February 21, 1991	ESE
Initial Abatement Measures Report (600 East Michigan Avenue)	August 20, 1991	ESE
UST Removal/Site Remediation Report (600 East Michigan Avenue)	November 7, 1991	ESE
60-Day LUST Initial Assessment Report (636 East Michigan Avenue)	3-10-1995	BLDI
Phase I Hydrogeologic Study and Preliminary RBCA Tier 1 Evaluation (636 East Michigan Avenue)	6-30-1995	BLDI
BEA (636 East Michigan Avenue)	7-10-1995	STS Consultants, Ltd.
LUST Closure Report (600 East Michigan Avenue)	January 11, 1996	Enecotech
Soil Characterization Report (636 East Michigan Avenue)	7-12-1996	MacKenzie Environmental Services
Risk-Based Corrective Action (RBCA) Assessment (636 East Michigan Avenue)	4-11-1997	BLDI
Summary of Soil Remediation Activities (636 East Michigan Avenue)	2-5-1999	Snell Environmental Group (SEG)
LUST Closure Report (600 East Michigan Avenue)	February 11, 2000	Timmermans
Phase I ESA (600 East Michigan Avenue)	July 18, 2011	Soil and Materials Engineers, Inc. (SME)
Phase I ESA (600 East Michigan Avenue)	7-31-2013	PM
BEA (600 East Michigan Avenue)	10-4-2013	PM
Documentation of Due Care Compliance (DDCC) (600 East Michigan Avenue)	10-4-2013	PM
Phase II ESA	11-11-2015	WSP Parsons Brinckerhoff (WSP)
BEA (636 East Michigan Avenue)	11-19-2015	WSP

PM reviewed available previous site investigations for 600 and 636 East Michigan Avenue, which are summarized below. Relevant portions of the previous reports, including sample location maps

and analytical summary tables, are also included in Section 10.4 of the February 2018 Phase I ESA (Appendix A).

600 East Michigan Avenue:

This parcel is a closed LUST site with three releases reported in 1990, 1991, and 1999. Various subsurface investigations were completed on this parcel from 1990 to 2000 to assess former gasoline dispensing operations on the property which occurred in at least 1940 and from the 1970s to 2000.

In 1991, three USTs (two 600-gallon and one 1,000-gallon of unknown contents) were removed from the northwestern portion of the parcel. Two releases were confirmed during UST removal activities and approximately 4,200 cubic yards of contaminated soils were removed from the parcel. Verification of soil remediation (VSR) and two additional soil sampling events were completed between 1991 and 1996, in which analytical results supported Type B Closure and were below Tier 1 Residential Soil Leaching to Groundwater Criteria and the releases was granted closure.

A waste oil UST was removed in 1996 with no assessment from the rear of the former service station building. In 1999, field observations noted photo-ionization detector (PID) readings (3.2 to 72 ppm) in the backfill in the area of the waste oil UST. A release was reported based on these observations in 1999. Subsequent sampling identified various volatile organic compound (VOC) and polynuclear aromatic compound (PNA) compounds in the fill above the current Part 213 Drinking Water Protection (DWP) and/or Groundwater Surface Water Interface Protection (GSIP) RBSLs. Delineation sampling did not identify any compounds above the laboratory method detection limits (MDLs) and the release received Type B Closure.

At the time of the 2011 Phase I ESA, the parcel was occupied by a gasoline dispensing station. SME documented similar historical information as included in this Phase I ESA, and identified the following RECs: former operations associated with the former automotive sales and service operations; former gasoline dispensing operations; potential fill materials associated with the former buildings; and adjoining properties to the east, south, and west based on former operations.

At the time of the 2013 Phase I ESA, the parcel was vacant of buildings and occupants. PM documented similar historical information was documented as in the Phase I ESA. The following RECs were identified: the historic use of the parcel for automotive service operations with the potential use of in-ground hoists and the lack of subsurface investigations from 2000 to 2011 when the property was occupied by gasoline dispensing station. Off-site RECs identified include: the historic use of the north adjoining property (605 East Michigan Avenue) as a dry cleaning business from at least 1916 to 1959, the historic use of the east adjoining property (614 East Michigan Avenue (current subject property parcel)) as an automotive service garage and/or gasoline service station since at least the 1960s, and the historic use of the south adjoining property (119 South Larch Street) as an automotive service garage since at least 1965.

During the 2013 subsurface investigation, a ground penetrating radar (GPR) survey was completed to investigate the potential for in-ground hoists. One anomaly consistent with an in-ground hoist was identified during the GPR survey and is located within the footprint of the former building. An exploratory boring was advanced within the center of the anomaly. A metal structure

was encountered directly beneath the concrete and appears to be consistent with the top of an in-ground hoist.

Additionally, 13 soil borings were advanced to between 15.0 and 20.0 feet below ground surface (bgs), four temporary monitoring wells were installed, and three temporary soil gas sampling points were installed. Soil and groundwater samples were analyzed for VOCs, PNAs, polychlorinated biphenyls (PCBs), and metals (cadmium, chromium, and lead). Soil gas samples were analyzed for VOCs. Soil analytical results documented PNAs above Part 213 RBSLs for DWP and Direct Contact (DC) and lead above Part 213 RBSLs in the southwestern portion of the parcel. Groundwater analytical results documented various VOCs and PNAs in the central and western portions of the parcel. Soil gas analytical results identified VOCs above Residential Soil Gas Screening Levels.

Based on the analytical results, a BEA and DDCC were completed for the current owner.

Previous site assessment activities completed in 2013 document that soil and groundwater contamination exists on-site above the current MDEQ Part 213 RBSLs. Based on these analytical results and its closed LUST status, the subject property meets the definition of a "property," in accordance with Michigan Part 213.

Four current USTs remain on the 600 East Main parcel of the subject property.

636 East Michigan Avenue:

This parcel is an open LUST site with three releases reported in 1995. Various subsurface investigations were completed on this parcel from 1995 to 1999 to assess former bulk petroleum distribution and/or coal storage operations on the parcel, which occurred from at least 1940 to the early 1990s.

Multiple subsurface investigations were completed for the parcel in at least 1994 and 1995; however, not all reports were available for PM's review. A majority of the reports were summarized in the 1997 RBCA report. The parcel formerly contained six USTs (i.e. containing fuel oil, used, oil, or gasoline), which were removed in 1995. The parcel also contained ten bulk petroleum ASTs formerly located in the southern portion of the parcel. During UST removal activities, three releases were reported associated with former USTs located in the northeastern, western, central, and eastern portions of the parcel. Analytical results documented various VOCs and PNAs in the locations of the former USTs above the Part 213 RBSLs. Groundwater sampling was not included based on groundwater not encountered until approximately 40.0 feet bgs.

In 1998, approximately 3,200 cubic yards of stock piled contaminated soils were removed from the southern portion of the parcel. The source of the soil piles was not identified; however, the piles were likely associated with the removal of multiple USTs on this portion of the subject property. After removal, VSR sampling (limited to the southern portion of the parcel) was completed. Samples were analyzed for VOCs, PNAs, and lead. Analytical results were below Part 201 Generic Residential Cleanup Criteria (GRCC). Lead was identified above statewide background levels, but below direct contact levels.

Review of the 2015 Phase II ESA, indicates that a Phase I ESA was completed in 2015, which documented RECs associated with the known contamination on the parcel, the former truck repair

operations with a former structure on the west-central portion of the parcel, the historic coal storage operations on the eastern and central portions of the parcel, and the former presence of railroad spurs located on the parcel. A copy of the Phase I ESA was not included for PM's review.

During the subsurface investigation, 21 soil borings were advanced to depths between 2.0 and 8.0 feet bgs. Soil samples were collected and analyzed for VOCs, PNAs, Michigan-10 (arsenic, barium, cadmium, chromium, copper, lead, mercury, selenium, silver, and zinc). Soil analytical results documented various VOC, PNAs, and metals above Part 201 GRCC, Part 213 RBSLs, and/or statewide background levels.

Based on the analytical results, a BEA was completed for the current tenant of the parcel.

Previous site assessment activities completed in 1994, 1995, and 2015 document that soil contamination exists on-site above the current MDEQ Part 201 Generic Residential Cleanup Criteria and Part 213 RBSLs. Based on these analytical results and its open LUST status, the subject property meets the definition of a "facility" and a "site," in accordance with Michigan Parts 201 and 213

1.5 Summary of Current Site Investigation

Prior to the commencement of field activities, MISSDIG, a utility locating service, was contacted to locate utilities on or adjacent to the subject property. Based on the large size of the subject property a joint meet was conducted with PM field staff and utility locators. Utilities were marked by the respective utility companies in the proposed soil boring location areas. The soil borings were also cleared of private subsurface utilities using GPR (Section 1.6).

In December 2017, PM completed a scope of work consisting of a geophysical survey to determine the potential presence of orphan USTs on the 612-614 East Michigan Avenue parcel using GPR; the advancement of 43 soil borings (SB-1 through SB-43); the installation of 18 temporary monitoring wells (TMW-4, TMW-6, TMW-7, TMW-10, TMW-11, TMW-13, TMW-14, TMW-15, TMW-16, TMW-18, TMW-26, TMW-27, TMW-29, TMW-33, TMW-35, TMW-36, TMW-40, and TMW-42); and the installation of 19 soil gas sample points (SSG-1, SG-2 through SG-6, SG-8, SG-10, SG-13, SG-19, SG-23, SG-25, SG-29, SG-31, and SG-33 through SG-37), and the collection of soil, groundwater, and soil gas samples for laboratory analysis of VOCs, PNAs, polychlorinated biphenyls (PCBs), Michigan ten metals (arsenic, barium, cadmium, chromium, copper, lead, mercury, selenium, silver, and zinc), and glycols, or some combination thereof. Select soil samples were also analyzed for Toxicity Characteristic Leaching Procedure (TCLP) lead. The soil boring/temporary monitoring well/soil gas locations and analytical results are included on Figures 3, 4, and 5 and in Tables 1 through 4. The soil boring/temporary monitoring well/soil gas logs are included as Appendix B.

The table below summarizes PM's December 2017 Phase II ESA activities including total boring depth, objective of the soil borings, and sample justification:

Description of Soil Boring and Temporary Monitoring Well Locations

Location (feet bgs)	Sample/ Screened Interval Depth (feet bgs)	Analysis	Objectives	Sample Selection (justification)
PSB/SSG-1 (20.0)	Soil: (6.0-7.0)	Lead and TCLP Pb	Re-asses soil lead concentrations at former (2013) soil boring PSB- 9 location (6.0- 7.0'), and current soil gas concentrations	Soil: A replicate sample was collected at 6.0-7.0-feet bgs. Groundwater: Not Sampled Soil Gas: Sampled
	Soil Gas: (5.0)	VOCs		
PSB/SG-2 (10.0)	Soil Gas : (4.5)	VOCs	Assess current soil gas concentrations at former (2013) PSG-3 location	Soil: Not Collected Groundwater: Not Sampled Soil Gas: Sampled
PSB/SG-3 (10.0)	Soil Gas: (5.0)	VOCs	Assess current soil gas concentrations at former (2013) PSG-2 location	Soil: Not Collected Groundwater: Not Sampled Soil Gas: Sampled
PSB/TMW/SG-4 (20.0)	Soil: (6.5-7.5)	VOCs and PNAs	Assess potential contaminant migration from the south adjoining property	Soil: Due to the lack of field screening evidence of contamination, a soil sample was collected above the saturated zone. Groundwater: Not Sampled Soil Gas: Sampled
	GW: (6.0-11.0)	VOCs and PNAs		
	Soil Gas: (7.1)	VOCs		
PSB/SG-5 (20.0)	Soil: (4.0-5.0)	VOCs and PNAs	Assess potential contaminant migration from the south adjoining property	Soil: Due to the lack of field screening evidence of contamination, a soil sample was collected above the saturated zone. Groundwater: Not Sampled Soil Gas: Sampled
	Soil Gas: (4.5)	VOCs		

**Baseline Environmental Assessment of the 600 Block Urban Redevelopment Property
Located at 600-636 E. Michigan Avenue, 117 S. Larch Street,
145-147 S. Larch Street, and 601-637 Barnard Street, Lansing, Michigan
PM Environmental, Inc. Project No. 01-9216-0-0002; February 28, 2018**

Location (feet bgs)	Sample/ Screened Interval Depth (feet bgs)	Analysis	Objectives	Sample Selection (justification)
PSB/TMW/SG-6 (20.0)	Soil: (9.0-10.0)	VOCs, PNAs, and Pb	Assess former gasoline filling operations and potential contaminant migration from the north adjoining former drycleaners	Soil: Due to the lack of field screening evidence of contamination, a soil sample was collected above the saturated zone. Groundwater: Sampled Soil Gas: Sampled
	GW: (8.0-13.0)	VOCs, PNAs, and dissolved Pb		
	Soil Gas: (4.5)	VOCs		
PSB/TMW-7 (20.0)	Soil: (12.0-13.0)	VOCs, PNAs, PCBs, Cd, Cr, and Pb	Assess former gasoline filling operations	Soil: A soil sample was collected at the interval with the highest PID reading (218 ppm). Groundwater: Sampled Soil Gas: Not Sampled
	GW: (7.0-12.0)	VOCs, PNAs, and dissolved Pb		
PSB/SG-8 (20.0)	Soil: (11.0-12.0 and 19.0-20.0)	VOCs, PNAs, PCBs, Cd, Cr, and Pb	Assess current/former service operations and interior gasoline UST	Soil: A soil sample was collected t the approximate bottom depth of discovered interior orphan UST Groundwater: Not Encountered Soil Gas: Sampled
	Soil Gas: (3.5)	VOCs		
PSB-9 (7.0)	Soil: (2.0-3.0)	VOCs, PNAs, PCBs, Cd, Cr, and Pb	Assess current/former service operations	Soil: Due to the lack of field screening evidence of contamination, a soil sample was collected at a geologic interface. Groundwater: Not Encountered Soil Gas: Not Sampled

Baseline Environmental Assessment of the 600 Block Urban Redevelopment Property
Located at 600-636 E. Michigan Avenue, 117 S. Larch Street,
145-147 S. Larch Street, and 601-637 Barnard Street, Lansing, Michigan
PM Environmental, Inc. Project No. 01-9216-0-0002; February 28, 2018

Location (feet bgs)	Sample/ Screened Interval Depth (feet bgs)	Analysis	Objectives	Sample Selection (justification)
PSB/TMW/ SG-10 (20.0)	Soil: (11.0-12.0)	VOCs, PNAs, and Pb	Assess historical gasoline UST	Soil: Due to the lack of field screening evidence of contamination, a soil sample was collected at the approximate bottom depth of the historical gasoline UST Groundwater: Sampled Soil Gas: Sampled
	GW: (7.0-12.0)	VOCs, PNAs, and dissolved Pb		
	Soil Gas: (9.5)	VOCs		
PSB/TMW-11 (5.0)	Soil: 2.0-3.0	VOCs, PNAs, Glycols, and Pb	Assess the former radiator shop operations	Soil: A soil sample was collected at the interval with the highest PID reading (5.9 ppm). Groundwater: Sampled Soil Gas: Not Sampled
	GW: (0.0-5.0)	VOCs, PNAs, Glycols, and dissolved Pb		
PSB-12 (5.5)	Soil: (3.0-4.0)	VOCs, PNAs, and Pb	Assess former glassworks operations	Soil: Due to the lack of field screening evidence of contamination, a soil sample was collected above the saturated zone. Groundwater: Not Sampled Soil Gas: Not Sampled
PSB/TMW/ SG-13 (5.0)	Soil: (0.0-1.0)	VOCs, PNAs, and Pb	Assess former glassworks operations	Soil: A soil sample was collected at the interval with the highest PID reading (0.8 ppm). Groundwater: Sampled Soil Gas: Sampled
	GW: (0.0-5.0)	VOCs, PNAs, and dissolved Pb		
	Soil Gas: (Sub-slab)	VOCs		
PSB/TMW- 14/14R (20.0)	Soil: (0.5-1.5)	VOCs, PNAs, and PCBs	Assess former hydraulic scale house operations	Soil: Due to the lack of field screening evidence of contamination, a soil sample was collected beneath the pavement. Groundwater: Not Sampled Soil Gas: Not Sampled
	GW: (9.0-14.0)	NA (well did not produce)		

Baseline Environmental Assessment of the 600 Block Urban Redevelopment Property
Located at 600-636 E. Michigan Avenue, 117 S. Larch Street,
145-147 S. Larch Street, and 601-637 Barnard Street, Lansing, Michigan
PM Environmental, Inc. Project No. 01-9216-0-0002; February 28, 2018

Location (feet bgs)	Sample/ Screened Interval Depth (feet bgs)	Analysis	Objectives	Sample Selection (justification)
PSB/TMW-15 (15.0)	Soil: (1.0-2.0)	VOCs and PNAs	Assess former fuel oil UST basin	Soil: A soil sample was collected at the interval with the highest PID reading (0.8 ppm). Groundwater: Sampled Soil Gas: Not Sampled
	GW: (0.0-5.0)	VOCs and PNAs		
PSB/TMW-16 (15.0)	Soil: (0.5-1.5)	MI-10 Metals	Assess former coal yard and rail operations	Soil: Due to the lack of field screening evidence of contamination, a soil sample was collected beneath the pavement. Groundwater: Sampled Soil Gas: Not Sampled
	GW: (0.0-5.0)	Dissolved MI-10 Metals		
PSB-17 (15.0)	Soil: (0.5-1.5)	MI-10 Metals	Assess former coal yard and rail operations	Soil: A soil sample was collected in an interval of sand with coal debris Groundwater: Not Sampled Soil Gas: Not Sampled
PSB/TMW-18 (15.0)	Soil: (0.5-1.5)	MI-10 Metals	Assess former coal yard and rail operations	Soil: A soil sample was collected in an interval of clay with coal debris Groundwater: Sampled Soil Gas: Not Sampled
	GW: (0.0-5.0)	Dissolved MI-10 Metals		
PSB/SG-19 (20.0)	Soil: (2.0-3.0)	VOCs, PNAs, PCBs, Cd, Cr and Pb	Assess historical vehicle service operations and in ground hoists	Soil: Due to the lack of field screening evidence of contamination, a soil sample was collected at a geologic interface. Groundwater: Not Encountered Soil Gas: Not Sampled
	Soil Gas: (sub-slab)	NA		
PSB-20 (20.0)	Soil: (0.0-1.0)	VOCs, PNAs, PCBs, Cd, Cr and Pb	Assess historical vehicle service operations and in ground hoists	Soil: Due to the lack of field screening evidence of contamination, a soil sample was collected immediately beneath the floor slab. Groundwater: Not Sampled Soil Gas: Not Sampled

Baseline Environmental Assessment of the 600 Block Urban Redevelopment Property
Located at 600-636 E. Michigan Avenue, 117 S. Larch Street,
145-147 S. Larch Street, and 601-637 Barnard Street, Lansing, Michigan
PM Environmental, Inc. Project No. 01-9216-0-0002; February 28, 2018

Location (feet bgs)	Sample/ Screened Interval Depth (feet bgs)	Analysis	Objectives	Sample Selection (justification)
PSB-21 (15.0)	Soil: (4.5-5.5)	VOCs, PNAs, PCBs, Cd, Cr and Pb	Assess historical 1,000 gallon used oil UST basin	Soil: Due to the lack of field screening evidence of contamination, a soil sample was collected at a geologic interface above the water table. Groundwater: Not Sampled Soil Gas: Not Sampled
PSB-22 (20.0)	Soil: (1.0-2.0 and 16.0-17.0)	VOCs, PNAs, PCBs, Cd, Cr and Pb	Assess historical used oil and fuel oil UST basin	Soil: A soil sample was collected in a shallow discolored interval (1.0-2.0') and at the interval with the highest PID reading (0.6 ppm; 16.0-17.0'). Groundwater: Not Encountered Soil Gas: Not Sampled
PSB/SG-23 (20.0)	Soil: (0.5-1.5)	VOCs, PNAs, PCBs, Cd, Cr and Pb	Assess historical vehicle service operations	Soil: A soil sample was collected from a discolored interval beneath the asphalt pavement (suspected coal debris) and at the interval with the highest PID reading (170.1 ppm). Groundwater: Not Encountered Soil Gas: Sampled
	Soil Gas: (11.0)	VOCs		
PSB-24 (15.0)	Soil: (1.0-2.0)	VOCs, PNAs, PCBs, Cd, Cr and Pb	Assess historical vehicle service operations	Soil: Due to the lack of field screening evidence of contamination, a soil sample was collected immediately beneath the surface pavement Groundwater: Not Encountered Soil Gas: Not Sampled
PSB/SG-25 (20.0)	Soil: (11.0-12.0)	VOCs, PNAs, PCBs, and MI-10 Metals	Assess historical coal yard, petroleum dispensing, and gasoline release area	Soil: A soil sample was collected at the interval with the highest PID reading (11.1 ppm). Groundwater: Not Encountered Soil Gas: Sampled
	Soil Gas: (8.5)	VOCs		

**Baseline Environmental Assessment of the 600 Block Urban Redevelopment Property
Located at 600-636 E. Michigan Avenue, 117 S. Larch Street,
145-147 S. Larch Street, and 601-637 Barnard Street, Lansing, Michigan
PM Environmental, Inc. Project No. 01-9216-0-0002; February 28, 2018**

Location (feet bgs)	Sample/ Screened Interval Depth (feet bgs)	Analysis	Objectives	Sample Selection (justification)
PSB/TMW-26 (20.0)	Soil: (3.5-4.5)	VOCs, PNAs, PCBs, and MI-10 Metals	Assess historical coal yard, petroleum dispensing, and gasoline release area	Soil: A soil sample was collected at a geologic interface. Groundwater: Sampled Soil Gas: Not Sampled
	GW: (4.0-9.0)	VOCs, PNAs, and dissolved MI-10 Metals		
PSB/TMW-27 (1567.0)	Soil: (2.5-3.5)	VOCs, PNAs, PCBs, and MI-10 Metals	Assess historical coal yard, petroleum dispensing, and gasoline release area	Soil: A soil sample was collected at the interval with the highest PID reading (58 ppm) Groundwater: Sampled Soil Gas: Not Sampled
	GW: (1.0-6.0)	VOCs, PNAs, and dissolved MI-10 Metals		
PSB-28 (20.0)	Soil: (3.0-4.0)	VOCs, PNAs, PCBs, and MI-10 Metals	Assess historical coal yard, petroleum dispensing, and gasoline release area	Soil: A soil sample was collected at a geologic interface. Groundwater: Not Sampled Soil Gas: Not Sampled
PSB/TMW/SG- 29 (20.0)	Soil: (2.0-3.0)	VOCs and PNAs	Assess former bulk petroleum storage ASTs	Soil: A soil sample was collected at the interval with the highest PID reading (77.0 ppm). Groundwater: Sampled Soil Gas: Sampled
	GW: (12.0-17.0)	VOCs and PNAs		
	Soil Gas: (2.5)	VOCs		
PSB-30 (20.0)	Soil: (0.5-1.5)	VOCs and PNAs	Assess former bulk petroleum storage ASTs	Soil: A soil sample was collected at the interval with the highest PID reading (100.0 ppm). Groundwater: Not Encountered Soil Gas: Not Sampled

Baseline Environmental Assessment of the 600 Block Urban Redevelopment Property
Located at 600-636 E. Michigan Avenue, 117 S. Larch Street,
145-147 S. Larch Street, and 601-637 Barnard Street, Lansing, Michigan
PM Environmental, Inc. Project No. 01-9216-0-0002; February 28, 2018

Location (feet bgs)	Sample/ Screened Interval Depth (feet bgs)	Analysis	Objectives	Sample Selection (justification)
PSB/SG-31 (20.0)	Soil: (4.0-5.0)	VOCs and PNAs	Assess former bulk petroleum storage ASTs	Soil: A soil sample was collected at the interval with the highest PID reading (87.5 ppm). Groundwater: Not Encountered Soil Gas: Not Sampled
	Soil Gas: (4.5)	VOCs		
PSB-32 (20.0)	Soil: (2.0-3.0)	VOCs and PNAs	Assess former bulk petroleum storage ASTs and loading rack	Soil: A soil sample was collected at the interval with the highest PID reading (104.0 ppm). Groundwater: Not Encountered Soil Gas: Not Sampled
PSB/TMW/ SG-33 (20.0)	Soil: (12.0-13.0)	VOCs and PNAs	Assess former bulk petroleum storage ASTs	Soil: A soil sample was collected from an interval of coarse sand with gravel that contrasted with other soils in the boring. Groundwater: Sampled Soil Gas: Sampled
	GW: (14.0-19.0)	VOCs and PNAs		
	Soil Gas: (1.5)	VOCs		
PSB/SG-34 (20.0)	Soil: (1.0-2.0)	VOCs and PNAs	Assess former bulk petroleum storage ASTs	Soil: A soil sample was collected at the interval with the highest PID reading (52.9 ppm). Groundwater: Not Sampled Soil Gas: Sampled
	Soil Gas: (1.5)	VOCs		
PSB/TMW/SG- 35 (20.0)	Soil: (2.0-3.0)	VOCs and PNAs	Assess potential migration from former bulk petroleum operations to the south	Soil: A soil sample was collected at the interval with the highest PID reading (110 ppm). Groundwater: Sampled Soil Gas: Sampled
	GW: (7.0-12.0)	VOCs and PNAs		
	Soil Gas: (1.5)	VOCs		
PSB/TMW/SG- 36 (15.0)	Soil: (3.0-4.0)	VOCs and PNAs	Assess potential migration from former bulk petroleum operations to the south	Soil: A soil sample was collected at the interval with the highest PID reading (68.1 ppm). Groundwater: Sampled Soil Gas: Sampled
	GW: (7.0-12.0)	VOCs and PNAs		
	Soil Gas: (0.5)	VOCs		

**Baseline Environmental Assessment of the 600 Block Urban Redevelopment Property
 Located at 600-636 E. Michigan Avenue, 117 S. Larch Street,
 145-147 S. Larch Street, and 601-637 Barnard Street, Lansing, Michigan
 PM Environmental, Inc. Project No. 01-9216-0-0002; February 28, 2018**

Location (feet bgs)	Sample/ Screened Interval Depth (feet bgs)	Analysis	Objectives	Sample Selection (justification)
PSB-37 (20.0)	Soil: (8.0-9.0)	VOCs, PNAs, PCBs, and MI-10 Metals	Assess former residential fill and migration from the north adjoining property	Soil: Due to the lack of field screening evidence of contamination, a soil sample was collected above the water table. Groundwater: Not Sampled Soil Gas: Sampled
	Soil Gas: (8.5)	VOCs		
PSB-38 (30.0)	Soil: (2.0-3.0 and 29.0-30.0)	VOCs, PNAs, PCBs, and MI-10 Metals	Assess former residential fill and migration from the north adjoining parcel	Soil: Due to the lack of field screening evidence of contamination or groundwater, both shallow and deep soil samples were collected. Groundwater: Not Encountered Soil Gas: Not Sampled
PSB-39 (15.0)	Soil: (2.5-3.5)	VOCs, PNAs, PCBs, and MI-10 Metals	Assess former coal yard and rail operations	Soil: A soil sample was collected above a geologic interface. Groundwater: Not Sampled Soil Gas: Not Sampled
PSB/TMW-40 (15.0)	Soil: (2.0-3.0)	VOCs, PNAs, PCBs, Cd, Cr and Pb	Assess historical vehicle service operations and in ground hoists	Soil: sampled from an area of black discolored sand that contrasted with other soils in the boring Groundwater: Sampled Soil Gas: Not Sampled
	GW: (2.0-7.0)	VOCs, PNAs, and dissolved Cd, Cr and Pb		
PSB-41 (3.5)	Soil: (2.0-3.0)	VOCs, PNAs, PCBs, Cd, Cr and Pb	Assess interior used oil AST area	Soil: A soil sample was collected at a geologic interface. Groundwater: Not Encountered Soil Gas: Not Sampled

Location (feet bgs)	Sample/ Screened Interval Depth (feet bgs)	Analysis	Objectives	Sample Selection (justification)
PSB/TMW-42 (20.0)	Soil: (9.0-10.0)	VOCs, PNAs, PCBs, Cd, Cr and Pb	Assess exterior orphan USTs	Soil: A soil sample was collected at the interval with the highest PID reading (318.7 ppm). Groundwater: Sampled Soil Gas: Not Sampled
	GW: (11.0-16.0)	VOCs, PNAs, and dissolved Cd, Cr and Pb		
PSB-43 (20.0)	Soil: (15.0-16.0)	VOCs, PNAs, PCBs, Cd, Cr and Pb	Assess exterior orphan USTs	Soil: A soil sample was collected at a geologic interface. Groundwater: Not Encountered Soil Gas: Not Sampled

bgs = below ground surface
Pb = Lead

PID = photoionization detector
Cd = Cadmium

ppm = parts per million
Cr = Chromium

1.6 Summary of Geophysical Investigation Activities

On December 18, 2017, PM completed a GPR survey at the subject property (Figure 2) to investigate the potential for orphan USTs and to clear the soil borings of subsurface utilities. At the time of the survey, weather conditions were approximately 40° F and light rain.

The GPR survey was completed using a GSSI® SIR-3000 radar control unit equipped with a 400 megahertz (MHz) antenna. The survey was completed utilizing 2-dimensional scanning methods in a 2 foot surface grid pattern (i.e., in north-south and east-west directions), to a maximum depth of 4.5 feet bgs.

PM encountered the following project specific conditions that limited its ability to assess the subject property:

- Parked vehicles located near the western perimeter of the subject property;
- Interior storage located within the building;
- Operations located within the building;

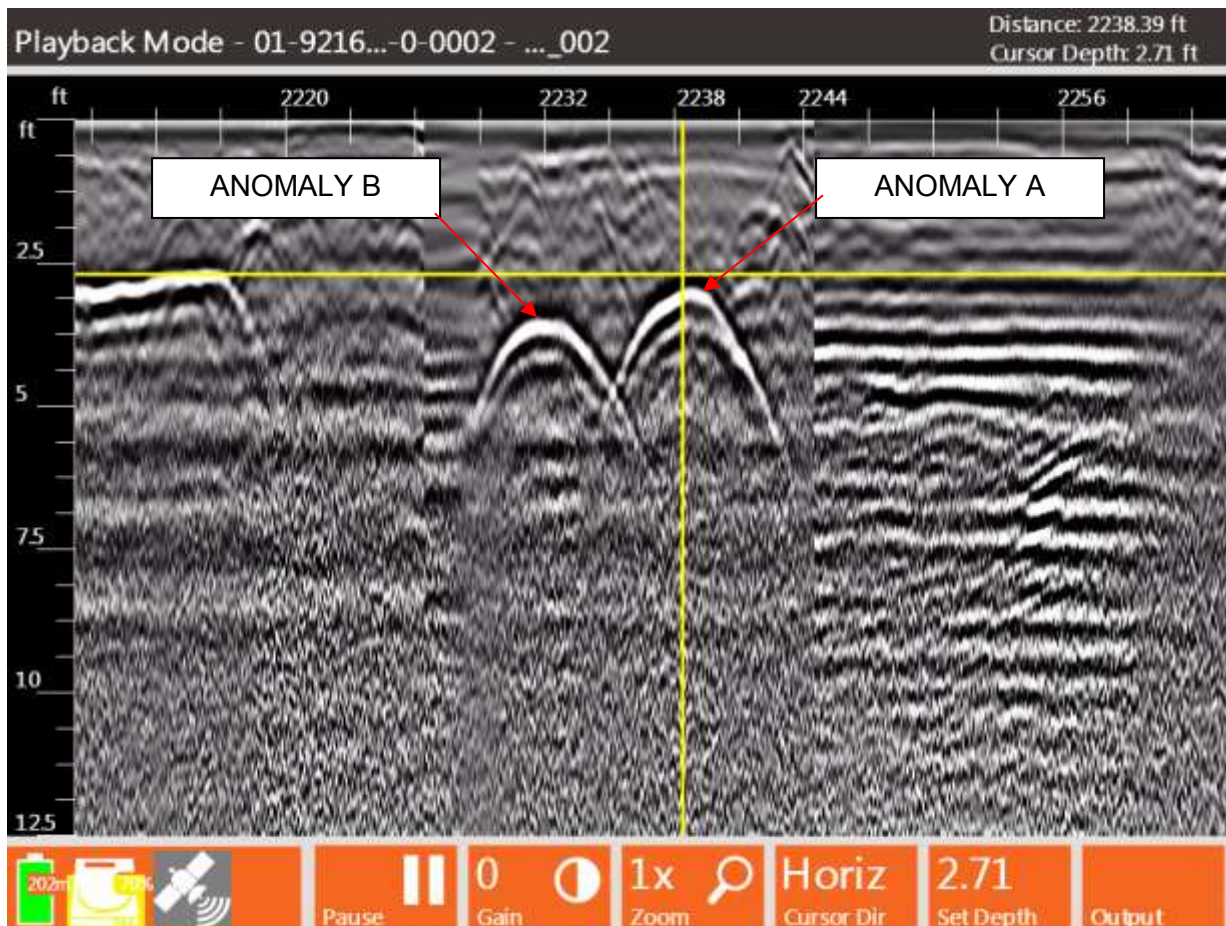
Three anomalies consistent with an orphan USTs were identified during the GPR survey.

Anomaly A is located west of the subject building. Anomaly A is approximately 15.0 feet in length, 7.0 feet in width, and located approximately 2.5 feet bgs. One shallow hand auger soil boring was advanced to 2.5 feet near the center of the anomaly. Refusal was encountered and a commercial metal detector (schoonstedt) was used to verify that the anomaly was metallic in nature.

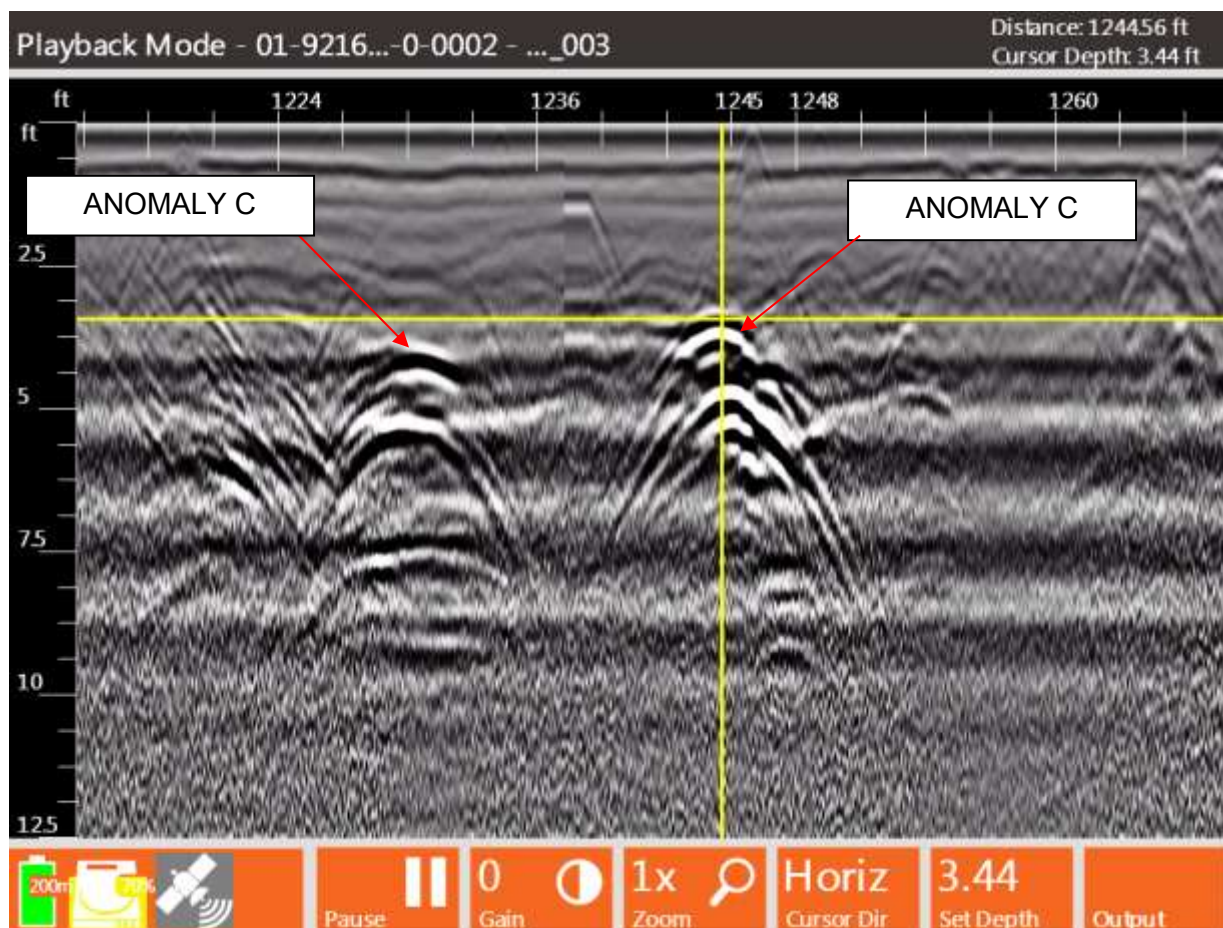
Anomaly B is located west of the subject building. Anomaly B is approximately 15.0 feet in length, 7.0 feet in width, and located approximately 2.75 feet bgs. One shallow hand auger soil boring was advanced to 2.75 feet near the center of the anomaly. Refusal was encountered and a schonstedt was used to verify that the anomaly was metallic in nature.

Anomaly C is located inside of the subject building. Anomaly C is at least 9.0 feet in length, 5.0 feet in width, and located approximately 3.0 feet bgs. One shallow hand auger soil boring was advanced to 2.5 feet near the center of the anomaly. Refusal was encountered and a schonstedt was used to verify that the anomaly was metallic in nature.

The following is an example data set collected from the subject property depicting the anomalies:



Anomaly A and Anomaly B.



Anomaly C at two different angles.

Other anomalies not consistent with USTs (i.e., those consistent with subsurface utilities, rebar, etc.) may have been observed; however, are not included within this report.

As indicated above, the metallic nature of the anomalies was confirmed using a stainless steel hand auger and a Schonstedt metal detector. Anomalies A and B also correlate with two vent pipes identified along the western wall of the 612-614 East Michigan Avenue building, as summarized in the February 2018 Phase I ESA. Therefore, each anomaly (i.e., A through C) is believed to be a previously unknown, orphan UST with approximate capacities ranging from 1,000 gallons to 1,500 gallons.

Subsequent to identification of the orphan USTs, soil borings PSB-8, PSB-42, and PSB-43 were advanced adjacent to each on December 20, 2018 (Section 1.5 and Appendix B) and based on the identification of field screening evidence of a LUST release, the orphan USTs were registered with the Department of Licensing and Regulatory Affairs, Bureau of Fire Services, Storage Tank Division, and a confirmed release reported on December 21, 2018, which is within 24-hours of discovery. UST registration and release reporting was completed under Brogan's Tire and Auto Service, Inc., the current owner of the 612-614 East Michigan Avenue parcel.

The open LUST status of the 612-614 East Michigan Avenue parcel of the subject property indicates that it is a "site," in accordance with Part 213.

1.7 Subsurface Investigations Techniques and QA/QC Procedures

The soil borings were advanced to the desired depth using a direct push model 6712DT Geoprobe® drill rig and/or a stainless steel hand auger. Soil sampling was performed for soil classification, verification of subsurface geologic conditions, and for investigating the potential and/or extent of soil and groundwater contamination at the subject property. Soil samples were generally collected on a continuous basis using a 5-foot macro-core sampler.

Soils collected from discrete sample intervals were screened using a PID to determine if VOCs were present. Soil from specific depths was placed in plastic bags, sealed, and allowed to volatilize. The headspace within each bag was then monitored with the PID. The PID is able to detect trace levels of organic compounds in the air space within the plastic bag. The PID utilizes a 10.6 electron volts (eV) lamp. Soil samples were collected from the soil borings based upon the highest PID reading, visual/olfactory evidence of impact, a change in geology, former/current site feature depths, and/or surficial soil.

Soil samples for VOC analysis were preserved with methanol in accordance with United States Environmental Protection Agency (USEPA) Method 5035 modified.

Temporary monitoring wells were installed for groundwater sample collection in selected soil boring locations. Each consisted of a 5-foot one inch diameter, 0.010-inch slot, schedule 40, PVC screen and a one inch diameter PVC casing, which was lowered into the borehole to intersect the water table. After the screen for the well was set to the desired depth, an artificial sand pack or natural sands were allowed to collapse around the well screen. The groundwater samples for laboratory analyses were transferred directly from the low-flow pump discharge line into appropriately labeled sample containers with Teflon lined lids. Purge water was maintained separate and returned to the well.

The soil and groundwater samples were placed in appropriately labeled containers with Teflon® lined lids and/or sanitized glass jars, then placed in an ice-packed cooler and transported under chain of custody procedures for laboratory analysis within applicable holding times.

The soil vapor sampling was completed in general accordance with the guidelines established in the May 2013 MDEQ Guidance Document for the Vapor Intrusion Pathway, which included the quality assurance/quality control (QA/QC) procedures outlined below.

The soil gas sample were collected utilizing a polyethylene implant that is approximately two inches in length that is affixed to appropriate length tubing for sample collection and inserted into the annulus of the borehole. Upon completion of the borehole, a sampling interval is established by filling the hole with bentonite to the desired lower depth, as needed, inserting the sample implant and tubing, creating a sand pack of no more than one foot with the sampling implant in the center, and filling the remainder of the bore hole with bentonite.

Prior to the collection of each soil gas sample, the sampling apparatus was determined to be leak free utilizing an isolation chamber that encompassed tubing and associated connections as well as the sampling point. The chamber was charged with helium prior to purging the sampling point of a maximum of three volumes. A helium detector was then applied to the sampling line to ensure

no leaks had occurred. The soil gas samples were collected using 1-liter canisters regulated with a flow rate of 200 ml/minute and transported under chain of custody procedures for laboratory analysis within applicable holding times.

The soil, groundwater, and soil gas samples were submitted to Merit Laboratories, Inc. (Merit) in East Lansing, Michigan, for laboratory analysis.

Upon completion of the investigation, temporary monitoring well and soil gas sample materials were removed from the borehole. The soil boring/temporary monitoring well/soil gas sample locations were abandoned by placing the soil cuttings back into the borehole, filling the void with bentonite chips, hydrating the chips, resurfacing and returning the area to its pre-drilling condition.

1.8 Geology and Hydrogeology

Based on review of the current and previous boring logs from PM's December 2017 site investigation, the soil stratigraphy generally consists of up to 10.0 feet of sand underlain by clay with interbedded layers of sand and/or gravelly sand to a depth of at least 30.0 feet bgs, the maximum depth explored. Exceptions include soil boring PSB-2 where only pea gravel was encountered to 10.0 feet bgs; PSB-4 where sand soils were encountered to the maximum explored depth of 20.0 feet bgs; and soil boring PSB-10, PSB-35, and PSB-38, where sand soils were encountered at depths greater than 10.0, 20.0, and 14.0 feet bgs, respectively.

Perched and discontinuous groundwater was encountered at depths between 0.95 and 10.87 feet bgs during the December 2018 site investigation, with a thin lamina of water present immediately under pavement at soil borings PSB-15 and PSB-18, likely as a result of rainy conditions during the time period of the investigation.

2.0 LOCATION OF CONTAMINATED MEDIA ON THE SUBJECT PROPERTY

The analytical results from PM's 2017 investigation were compared with the MDEQ Generic Cleanup Criteria and Screening Levels as presented in Part 201 Rules 299.1 through 299.50, dated December 30, 2013 entitled "Cleanup Criteria Requirements for Response Activity", in accordance with Section 20120a(1) using the Residential and Nonresidential Cleanup Criteria. The analytical results for the groundwater and soil gas samples collected by PM were also compared with the MDEQ Media-Specific Volatilization to Indoor Air Interim Action Screening Levels, which are also known as Recommended Interim Action Screening Levels (RIASLs). A copy of the laboratory analytical reports for PM's December 2017 site investigation are included in Appendix C.

Relevant portions of the previous reports, including sample location maps and analytical summary tables, are also included in Section 10.4 of the February 2018 Phase I ESA (Appendix A).

2.1 Summary of Analytical Results (December 2017)

The sample analytical results and locations for PM's December 2017 site investigation are summarized on PM's Figures 3, 4, and 5 and in Tables 1 through 4.

Summary of Soil, Groundwater, and Soil Gas Analytical Results

Location (feet bgs)	Sample/ Screened Interval Depth (feet bgs)	Analysis	Objectives	Compounds Exceeding the Part 201/213 GCC/RBSLs, and MDEQ RIASLs
PSB/SSG-1 (20.0)	Soil: (6.0-7.0)	Lead and TCLP Pb	Re-asses soil lead concentrations at former (2013) soil boring PSB- 9 location (6.0- 7.0')	Soil: None
	Soil Gas: (5.0)	VOCs		Soil Gas: None
PSB/SG-2 (10.0)	Soil Gas : (4.5)	VOCs	Assess current soil gas concentrations at former (2013) PSG-3 location	Soil Gas: None
PSB/SG-3 (10.0)	Soil Gas: (5.0)	VOCs	Assess current soil gas concentrations at former (2013) PSG-2 location	Soil Gas: None
PSB/TMW/SG-4 (20.0)	Soil: (6.5-7.5)	VOCs and PNAs	Assess potential contaminant migration from the south adjoining property	Soil: None
	GW: (6.0-11.0)	VOCs and PNAs		Groundwater: None
	Soil Gas: (7.1)	VOCs		Soil Gas: None
PSB/SG-5 (20.0)	Soil: (4.0-5.0)	VOCs and PNAs	Assess potential contaminant migration from the south adjoining property	Soil: None
	Soil Gas: (4.5)	VOCs		Soil Gas: None
PSB/TMW/SG-6 (20.0)	Soil: (9.0-10.0)	VOCs, PNAs, and Pb	Assess former gasoline filling operations and potential contaminant migration from the north adjoining former drycleaners	Soil: None
	GW: (8.0-13.0)	VOCs, PNAs, and dissolved Pb		Groundwater: None
	Soil Gas: (4.5)	VOCs		Soil Gas: None

**Baseline Environmental Assessment of the 600 Block Urban Redevelopment Property
 Located at 600-636 E. Michigan Avenue, 117 S. Larch Street,
 145-147 S. Larch Street, and 601-637 Barnard Street, Lansing, Michigan
 PM Environmental, Inc. Project No. 01-9216-0-0002; February 28, 2018**

Location (feet bgs)	Sample/ Screened Interval Depth (feet bgs)	Analysis	Objectives	Compounds Exceeding the Part 201/213 GCC/RBSLs, and MDEQ RIASLs
PSB/TMW-7 (20.0)	Soil: (12.0-13.0)	VOCs, PNAs, PCBs, Cd, Cr, and Pb	Assess former gasoline filling operations	Soil: VOCs – Residential and Nonresidential RIASLs
	GW: (7.0-12.0)	VOCs, PNAs, and dissolved Pb		Groundwater: None
PSB/SG-8 (20.0)	Soil: (11.0-12.0 and 19.0-20.0)	VOCs, PNAs, PCBs, Cd, Cr, and Pb	Assess current/former service operations and interior gasoline UST	Soil: VOCs – Residential and Nonresidential DWP, GSIP, and RIASLs
	Soil Gas: (3.5)	VOCs		Soil Gas: None
PSB-9 (7.0)	Soil: (2.0-3.0)	VOCs, PNAs, PCBs, Cd, Cr, and Pb	Assess current/former service operations	Soil: PNAs - GSIP
PSB/TMW/ SG-10 (20.0)	Soil: (11.0-12.0)	VOCs, PNAs, and Pb	Assess historical gasoline UST	Soil: None
	GW: (7.0-12.0)	VOCs, PNAs, and dissolved Pb		Groundwater: None
	Soil Gas: (9.5)	VOCs		Soil Gas: None
PSB/TMW-11 (5.0)	Soil: 2.0-3.0	VOCs, PNAs, Glycols, and Pb	Assess the former radiator shop operations	Soil: None
	GW: (0.0-5.0)	VOCs, PNAs, Glycols, and dissolved Pb		Groundwater: None
PSB-12 (5.5)	Soil: (3.0-4.0)	VOCs, PNAs, and Pb	Assess former glassworks operations	Soil: None

**Baseline Environmental Assessment of the 600 Block Urban Redevelopment Property
 Located at 600-636 E. Michigan Avenue, 117 S. Larch Street,
 145-147 S. Larch Street, and 601-637 Barnard Street, Lansing, Michigan
 PM Environmental, Inc. Project No. 01-9216-0-0002; February 28, 2018**

Location (feet bgs)	Sample/ Screened Interval Depth (feet bgs)	Analysis	Objectives	Compounds Exceeding the Part 201/213 GCC/RBSLs, and MDEQ RIASLs
PSB/TMW/ SG-13 (5.0)	Soil: (0.0-1.0)	VOCs, PNAs, and Pb	Assess former glassworks operations	Soil: None
	GW: (0.0-5.0)	VOCs, PNAs, and dissolved Pb		Groundwater: None
	Soil Gas: (Sub-slab)	VOCs		Soil Gas: None
PSB/TMW- 14/14R (20.0)	Soil: (0.5-1.5)	VOCs, PNAs, and PCBs	Assess former hydraulic scale house operations	Soil: PNAs – Residential and Nonresidential DC
	GW: (9.0-14.0)	NA (well did not produce)		Groundwater: None
PSB/TMW-15 (15.0)	Soil: (1.0-2.0)	VOCs and PNAs	Assess former fuel oil UST basin	Soil: None
	GW: (0.0-5.0)	VOCs and PNAs		Groundwater: None
PSB/TMW-16 (15.0)	Soil: (0.5-1.5)	MI-10 Metals	Assess former coal yard and rail operations	Soil: None
	GW: (0.0-5.0)	Dissolved MI-10 Metals		Groundwater: None
PSB-17 (15.0)	Soil: (0.5-1.5)	MI-10 Metals	Assess former coal yard and rail operations	Soil: Chromium - Residential and Nonresidential DWP and GSIP
PSB/TMW-18 (15.0)	Soil: (0.5-1.5)	MI-10 Metals	Assess former coal yard and rail operations	Soil: Mercury - GSIP
	GW: (0.0-5.0)	Dissolved MI-10 Metals		Groundwater: Arsenic – Residential and Nonresidential DW and GSI

Baseline Environmental Assessment of the 600 Block Urban Redevelopment Property
Located at 600-636 E. Michigan Avenue, 117 S. Larch Street,
145-147 S. Larch Street, and 601-637 Barnard Street, Lansing, Michigan
PM Environmental, Inc. Project No. 01-9216-0-0002; February 28, 2018

Location (feet bgs)	Sample/ Screened Interval Depth (feet bgs)	Analysis	Objectives	Compounds Exceeding the Part 201/213 GCC/RBSLs, and MDEQ RIASLs
PSB/SG-19 (20.0)	Soil: (2.0-3.0)	VOCs, PNAs, PCBs, Cd, Cr and Pb	Assess historical vehicle service operations and in ground hoists	Soil: VOCs and PNAs - Residential and Nonresidential DWP, GSIP and RIASLs; Residential DC
	Soil Gas: (sub-slab)	NA		Soil Gas: None
PSB-20 (20.0)	Soil: (0.0-1.0)	VOCs, PNAs, PCBs, Cd, Cr and Pb	Assess historical vehicle service operations and in ground hoists	Soil: VOCs and PNAs - Residential and Nonresidential DWP and GSIP; Residential DC
PSB-21 (15.0)	Soil: (4.5-5.5)	VOCs, PNAs, PCBs, Cd, Cr and Pb	Assess historical 1,000 gallon used oil UST basin	Soil: None
PSB-22 (20.0)	Soil: (1.0-2.0 and 16.0-17.0)	VOCs, PNAs, PCBs, Cd, Cr and Pb	Assess historical used oil and fuel oil UST basin	Soil: PNAs - Residential and Nonresidential GSIP and DC
PSB/SG-23 (20.0)	Soil: (0.5-1.5)	VOCs, PNAs, PCBs, Cd, Cr and Pb	Assess historical vehicle service operations	Soil: VOCs and PNAs – Residential and Nonresidential DWP, GSIP, and RIASLs
	Soil Gas: (11.0)	VOCs		Soil Gas: None
PSB-24 (15.0)	Soil: (1.0-2.0)	VOCs, PNAs, PCBs, Cd, Cr and Pb	Assess historical vehicle service operations	Soil: None
PSB/SG-25 (20.0)	Soil: (11.0-12.0)	VOCs, PNAs, PCBs, and MI-10 Metals	Assess historical coal yard, petroleum dispensing, and gasoline release area	Soil: Mercury – GSIP
	Soil Gas: (8.5)	VOCs		Soil Gas: None

**Baseline Environmental Assessment of the 600 Block Urban Redevelopment Property
Located at 600-636 E. Michigan Avenue, 117 S. Larch Street,
145-147 S. Larch Street, and 601-637 Barnard Street, Lansing, Michigan
PM Environmental, Inc. Project No. 01-9216-0-0002; February 28, 2018**

Location (feet bgs)	Sample/ Screened Interval Depth (feet bgs)	Analysis	Objectives	Compounds Exceeding the Part 201/213 GCC/RBSLs, and MDEQ RIASLs
PSB/TMW-26 (20.0)	Soil: (3.5-4.5)	VOCs, PNAs, PCBs, and MI-10 Metals	Assess historical coal yard, petroleum dispensing, and gasoline release area	Soil: None
	GW: (4.0-9.0)	VOCs, PNAs, and dissolved MI-10 Metals		Groundwater: VOCs, PNAs and Arsenic - Residential and Nonresidential DW and GSI
PSB/TMW-27 (1567.0)	Soil: (2.5-3.5)	VOCs, PNAs, PCBs, and MI-10 Metals	Assess historical coal yard, petroleum dispensing, and gasoline release area	Soil: VOCs, PNAs, Mercury, and Selenium – Residential and Nonresidential DWP, GSIP, and RIASLs; Residential DC
	GW: (1.0-6.0)	VOCs, PNAs, and dissolved MI-10 Metals		Groundwater: VOCs, PNAs and Arsenic - Residential and Nonresidential DW and GSI, and Residential RIASLs
PSB-28 (20.0)	Soil: (3.0-4.0)	VOCs, PNAs, PCBs, and MI-10 Metals	Assess historical coal yard, petroleum dispensing, and gasoline release area	Soil: VOCs - Residential and Nonresidential GSIP and RIASLs
PSB/TMW/SG- 29 (20.0)	Soil: (2.0-3.0)	VOCs and PNAs	Assess former bulk petroleum storage ASTs	Soil: VOCs, PNAs – GSIP
	GW: (12.0-17.0)	VOCs and PNAs		Groundwater: None
	Soil Gas: (2.5)	VOCs		Soil Gas: None
PSB-30 (20.0)	Soil: (0.5-1.5)	VOCs and PNAs	Assess former bulk petroleum storage ASTs	Soil: VOCs and PNAs – Residential and Nonresidential DWP and GSIP
PSB/SG-31 (20.0)	Soil: (4.0-5.0)	VOCs and PNAs	Assess former bulk petroleum storage ASTs	Soil: VOCs and PNAs – GSIP
	Soil Gas: (4.5)	VOCs		Soil Gas: None
PSB-32 (20.0)	Soil: (2.0-3.0)	VOCs and PNAs	Assess former bulk petroleum storage ASTs and loading rack	Soil: VOCs and PNAs – GSIP

**Baseline Environmental Assessment of the 600 Block Urban Redevelopment Property
Located at 600-636 E. Michigan Avenue, 117 S. Larch Street,
145-147 S. Larch Street, and 601-637 Barnard Street, Lansing, Michigan
PM Environmental, Inc. Project No. 01-9216-0-0002; February 28, 2018**

Location (feet bgs)	Sample/ Screened Interval Depth (feet bgs)	Analysis	Objectives	Compounds Exceeding the Part 201/213 GCC/RBSLs, and MDEQ RIASLs
PSB/TMW/ SG-33 (20.0)	Soil: (12.0-13.0)	VOCs and PNAs	Assess former bulk petroleum storage ASTs	Soil: None
	GW: (14.0-19.0)	VOCs and PNAs		Groundwater: None
	Soil Gas: (1.5)	VOCs		Soil Gas: None
PSB/SG-34 (20.0)	Soil: (1.0-2.0)	VOCs and PNAs	Assess former bulk petroleum storage ASTs	Soil: VOCs – Residential and Nonresidential RIASLs
	Soil Gas: (1.5)	VOCs		Soil Gas: None
PSB/TMW/SG- 35 (20.0)	Soil: (2.0-3.0)	VOCs and PNAs	Assess potential migration from former bulk petroleum operations to the south	Soil: VOCs – GSIP
	GW: (7.0-12.0)	VOCs and PNAs		Groundwater: VOCs - GSI and Residential RIASLs
	Soil Gas: (1.5)	VOCs		Soil Gas: None
PSB/TMW/SG- 36 (15.0)	Soil: (3.0-4.0)	VOCs and PNAs	Assess potential migration from former bulk petroleum operations to the south	Soil: VOCs – Residential and Nonresidential RIASLs; Residential DWP
	GW: (7.0-12.0)	VOCs and PNAs		Groundwater: None
	Soil Gas: (0.5)	VOCs		Soil Gas: None
PSB-37 (20.0)	Soil: (8.0-9.0)	VOCs, PNAs, PCBs, and MI-10 Metals	Assess former residential fill and migration from the north adjoining property	Soil: None
	Soil Gas: (8.5)	VOCs		Soil Gas: None
PSB-38 (30.0)	Soil: (2.0-3.0 and 29.0-30.0)	VOCs, PNAs, PCBs, and MI-10 Metals	Assess former residential fill and migration from the north adjoining parcel	Soil: None
PSB-39 (15.0)	Soil: (2.5-3.5)	VOCs, PNAs, PCBs, and MI-10 Metals	Assess former coal yard and rail operations	Soil: None

**Baseline Environmental Assessment of the 600 Block Urban Redevelopment Property
Located at 600-636 E. Michigan Avenue, 117 S. Larch Street,
145-147 S. Larch Street, and 601-637 Barnard Street, Lansing, Michigan
PM Environmental, Inc. Project No. 01-9216-0-0002; February 28, 2018**

Location (feet bgs)	Sample/ Screened Interval Depth (feet bgs)	Analysis	Objectives	Compounds Exceeding the Part 201/213 GCC/RBSLs, and MDEQ RIASLs
PSB/TMW-40 (15.0)	Soil: (2.0-3.0)	VOCs, PNAs, PCBs, Cd, Cr and Pb	Assess historical vehicle service operations and in ground hoists	Soil: None
	GW: (2.0-7.0)	VOCs, PNAs, and dissolved Cd, Cr and Pb		Groundwater: None
PSB-41 (3.5)	Soil: (2.0-3.0)	VOCs, PNAs, PCBs, Cd, Cr and Pb	Assess interior used oil AST area	Soil: None
PSB/TMW-42 (20.0)	Soil: (9.0-10.0)	VOCs, PNAs, PCBs, Cd, Cr and Pb	Assess exterior orphan USTs	Soil: VOCs - Residential DWP
	GW: (11.0-16.0)	VOCs, PNAs, and dissolved Cd, Cr and Pb		Groundwater: VOCs and PNAs - Residential and Nonresidential DW and GSI, and RIASLs
PSB-43 (20.0)	Soil: (15.0-16.0)	VOCs, PNAs, PCBs, Cd, Cr and Pb	Assess exterior orphan USTs	Soil: None

DWP – Drinking Water Protection

GSIP – Groundwater Surface Water Interface Protection

DC: Soil Direct Contact

RIASL: Recommended Interim Action Screening Level for Vapor Intrusion

DW: Drinking Water

GSI: Groundwater Surface Water Interface

As summarized above, concentrations of various VOCs and PNAs, and the metals species chromium, mercury, and selenium were identified in soil above the Part 201/213 Residential and Nonresidential DWP, GSIP, and/or DC criteria/RBSLs, and/or the MDEQ Residential and Nonresidential RIASLs.

Concentrations of various VOCs and PNAs, and the metals species arsenic were identified in groundwater above the Part 201/213 Residential; and Nonresidential DW and/or GSI criteria/RBSLs, and/or the MDEQ Residential and Nonresidential RIASLs.

No concentrations of PCBs were identified in any of the soil samples collected from the subject property above the laboratory MDLs. Similarly no concentrations of glycols were identified in soil or groundwater above laboratory MDLs.

No concentrations of VOCs were identified in any of the soil gas samples above MDEQ Residential and Nonresidential RIASLs and/or the USEPA Office of Solid Waste and Emergency

Response (OSWER) Residential screening levels for compounds where MDEQ RIASLs were not available.

2.2 Subject Property Facility/Site/Property Status

A location where a hazardous substance is present in excess of the concentrations, which satisfy the requirements of subsection 20120a(1)(a) or (17), is a facility pursuant to Part 201. Section 20120a(1)(a) requirements are the cleanup criteria for unrestricted residential usage.

As indicated in Sections 1.4 and 2.1, based upon documented exceedances of the Part 201 Residential and Nonresidential GCC and Part 213 Residential and Nonresidential RBSLs, and its status as an open LUST site, the subject property is a facility as defined under Part 201, and a property and a site as defined under Part 213.

3.0 PROPERTY INFORMATION

3.1 Legal Description of Subject Property

A copy of assessing information with the legal descriptions for the parcels comprising the subject property is included in Appendix D.

3.2 Survey Map of Subject Property

A map of the subject property that depicts the property boundaries is included as Figure 2.

3.3 Subject Location and Analytical Summary Maps

Figures 3, 4, and 5 provide scaled maps of the subject property with site structures and soil boring/temporary monitoring well/soil gas sample locations, along with a summary of the soil, groundwater, and soil gas analytical results from PM's December 2017 site investigation activities. The sample locations from previous site investigations are summarized in the contents of Section 10.4 of the February 2018 Phase I ESA (Appendix A).

3.4 Subject Property Location Map

Figure 1 provides a scaled area map depicting the subject property location in relation to the surrounding area. Figure 2 provides a scaled map of the subject property with site features.

3.5 Subject Property Address

As indicated in Section 1.0, The subject property consist of 18 parcels and alleyway totaling approximately 4.0 acres and is located on the east side of South Larch Street and on the south side of East Michigan Avenue in Lansing, Michigan (Figures 1 and 2). Please refer to the summary table included in Section 1.0 for a listing of the subject property's parcel address and identification numbers.

3.6 Subject Spatial Data

The subject property is located in the Township four North (T. 4N), Range two West (R. 2W), Section 16, Lansing, Ingham County, Michigan.

According to the MDEQ GeoWebFace Website, the center of the subject property is located at latitude 42.733198 north and a longitude of -84.544285 west.

4.0 FACILITY STATUS OF SUBJECT PROPERTY

As indicated in Section 2.2 based upon documented exceedances of the Part 201 Residential and Nonresidential GCC and Part 213 Residential and Nonresidential RBSLs, and its status as an open LUST site, the subject property is a facility as defined under Part 201, and a property and a site as defined under Part 213.

4.1 Summary Data Tables

The soil, groundwater, and soil gas analytical results for the soil, groundwater, and soil gas samples collected during PM's December 2017 site investigation are summarized on Tables 1 through 4. The soil and groundwater analytical results from previous site investigations are summarized in Section 1.4 of this BEA and included in Section 10.4 of PM's February 2018 Phase I ESA.

4.2 Laboratory Reports and Chain of Custody Documentation

The laboratory analytical reports and associated laboratory chain of custody documentation for the samples collected during PM's December 2017 site investigation are included in Appendix C. The soil, groundwater, and soil gas samples were submitted to Merit Laboratories, Inc. in East Lansing, Michigan. The laboratory analytical reports associated with previous site investigations are on file with the MDEQ.

5.0 IDENTIFICATION OF BEA AUTHOR

This BEA was conducted on February 28, 2017 by Mr. J. Adam Patton, Manager of Site Investigation Services, PM Environmental, Inc., which is prior to or within 45 days of initial operation. Qualification statements are provided as Appendix E.

I declare that, to the best of my professional knowledge and belief, I meet the definition of *Environmental Professional* as defined in §312.10 of 40 CFR 312 and I have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. I have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.



J. Adam Patton, CHMM
Manager of Site Investigation Services

6.0 AAI REPORT OR ASTM PHASE I ESA

As indicated in Section 1.3, PM performed a Phase I ESA of the subject property dated February 2, 2018, in conformance with the scope and limitations of ASTM Practice E 1527-13 for the subject property. The scope of the Phase I ESA included consideration of hazardous substances as defined in Section 20101(1)(x) of P.A 451 of 1994, as amended, and constituted the performance of an All Appropriate Inquiry in conformance with the standards and practices set forth in 40 CFR Part 312.

A copy of PM's February 2018 Phase I ESA is included in Appendix A.

7.0 REFERENCES

- Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process, ASTM, ASTM Designation E 1527-13, Published November 2013;
- "Part 201 Cleanup Criteria and Part 213 Risk-Based Screening Levels," Revised December 2013 and in accordance with Section 20120a(1);
- MDEQ Operational Memorandum No. 2 "Sampling and Analysis," October 22, 2004, Revised July 5, 2007;
- MDEQ Guidance Document For The Vapor Intrusion Pathway, Policy and Procedure Number: 09-017, Appendix D Vapor Intrusion Screening Values, May 2013 (with the exception of the rescinded portions (June 2017) Appendix B.3 and Appendix D;
- MDEQ Media-Specific Volatilization to Indoor Air Interim Action Screening Levels, dated August 2017;
- MDEQ Baseline Environmental Assessment Submittal Form (EQP 4025), dated July 2017;
- Phase I ESA, PM, February 2, 2018.

Tables

Table 1: Eligible Activities Cost Estimates			
Item/Activity	Total Request	MSF Act 381 Eligible Activities	MDEQ Act 381 Eligible Activities
Pre-Approved Activities			
Phase I ESA	\$ 6,000		\$ 6,000
Phase II ESA/BEA/DDCC	\$ 46,685		\$ 46,685
Hazardous Materials Survey	\$ 21,680		\$ 21,680
Pre-Approved Activities Sub-Total	\$ 74,365	\$ -	\$ 74,365
Department Specific Activities			
Contaminated Soil Transport and Disposal	\$ 479,100		\$ 479,100
Utility Migration Barriers	\$ 22,500		\$ 22,500
Utility Gasketing	\$ 25,000		\$ 25,000
Hazardous Materials Removal and Disposal	\$ 25,000		\$ 25,000
Oversight, Sampling and Reporting by Environmental Professional	\$ 135,150		\$ 135,150
Department Specific Activities Sub-Total	\$ 686,750	\$ -	\$ 686,750
Demolition			
Removal of Underground Storage Tanks	\$ 50,000		\$ 50,000
Removal of Hoists	\$ 10,500		\$ 10,500
Demolition Sub-Total	\$ 60,500	\$ -	\$ 60,500
Asbestos and Lead Activities			
Asbestos Abatement, Oversight, Air Monitoring and Reporting	\$ 100,000		\$ 100,000
Asbestos and Lead Activities Sub-Total	\$ 100,000	\$ -	\$ 100,000
Infrastructure Improvements			
Urban Storm Water Management System	\$ 255,784	\$ 255,784	
Bioswales	\$ 136,838	\$ 136,838	
Green Roof	\$ 72,250	\$ 72,250	
Gas Main	\$ 109,470	\$ 109,470	
Curbs and Gutters	\$ 87,029	\$ 87,029	
Side Walk Improvements	\$ 114,944	\$ 114,944	
Public Lighting	\$ 68,966	\$ 68,966	
Landscaping in ROW	\$ 132,459	\$ 132,459	
Professional Fees Related to Geotechnical, Engineering & Design Work Directly Related to Infrastructure Activities	\$ 50,000	\$ 50,000	
Infrastructure Improvements Sub-Total	\$ 1,027,739	\$ 1,027,739	\$ -
Site Preparation			
Temporary Construction Access	\$ 3,831	\$ 3,831	
Temporary Traffic Control	\$ 8,210	\$ 8,210	
Temporary Erosion Control	\$ 8,210	\$ 8,210	
Temporary Site Control (fencing, gates, signage and/or lighting)	\$ 49,262	\$ 49,262	
Temporary Facility	\$ 17,242	\$ 17,242	
Grading/Land Balancing & Cut/Fill Operations	\$ 482,763	\$ 482,763	
Relocation of Active Utilities - Water & Sanitary	\$ 58,019	\$ 58,019	
Relocation of Active Utility - Electric	\$ 180,626	\$ 180,626	
Staking	\$ 49,262	\$ 49,262	
Geotechnical Survey	\$ 10,947	\$ 10,947	
Foundation Work to Address Special Soil Concerns	\$ 232,624	\$ 232,624	
Retaining Walls	\$ 618,506	\$ 618,506	
Professional Fees Related to Geotechnical, Engineering & Design Work Directly Related to Site Preparation Activities	\$ 50,000	\$ 50,000	
Site Preparation Sub-Total	\$ 1,769,500	\$ 1,769,500	\$ -
Brownfield Plan and Act 381 Workplan			
Brownfield Plan and Act 381 Work Plan Preparation	\$ 30,000	\$ 15,000	\$ 15,000
Brownfield Pan and Act 381 Work Plan Implementation	\$ 30,000	\$ 15,000	\$ 15,000
Brownfield Plan and Act 381 Workplan Sub-Total	\$ 60,000	\$ 30,000	\$ 30,000
Eligible Activities Sub-Total	\$ 3,778,854	\$ 2,827,239	\$ 951,615
15% Contingency*	\$ 546,673	\$ 419,586	\$ 127,088
Developer Eligible Reimbursement Sub-Total	\$ 4,325,527	\$ 3,246,825	\$ 1,078,703
Interest**	\$ 6,106,645	\$ 5,050,885	\$ 1,055,760
Developer Eligible Reimbursement Total	\$ 10,432,172	\$ 8,297,710	\$ 2,134,462
TIF Capture for Local Brownfield Revolving Fund	\$ 398,274		
LBRA Administrative Fee	\$ 398,274		
State Brownfield Fund	\$ 442,900		
Total	\$ 11,671,620	\$ 8,297,710	\$ 2,134,462

*15% Contingency excludes preparation of Brownfield Plan/381 Work Plan and Pre-Approved Activities

**Interest is calculated at 5%, with the exception of activities that are anticipated to be funded by the MDEQ Loan at a 1.5% interest rate, with 5 years interest fee/payment free

Table 2 Tax Increment Revenue Estimates																			
Capital City Market																			
September 27, 2018																			
Estimated Taxable Value (TV) Increase Rate:		1% per year																	
Plan Year		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
Calendar Year		2018	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
Base Taxable Value		\$ 517,438	\$ 517,438	\$ 517,438	\$ 517,438	\$ 517,438	\$ 517,438	\$ 517,438	\$ 517,438	\$ 517,438	\$ 517,438	\$ 517,438	\$ 517,438	\$ 517,438	\$ 517,438	\$ 517,438	\$ 517,438	\$ 517,438	\$ 517,438
Estimated New TV		\$ 5,685,236	\$ 5,742,088	\$ 5,799,509	\$ 5,857,504	\$ 5,916,079	\$ 5,975,240	\$ 6,034,993	\$ 6,095,343	\$ 6,156,296	\$ 6,217,859	\$ 6,280,037	\$ 6,342,838	\$ 6,406,266	\$ 6,470,329	\$ 6,535,032	\$ 6,600,382	\$ 6,666,386	
Incremental Difference (New TV - Base TV)		\$ 5,167,798	\$ 5,224,650	\$ 5,282,071	\$ 5,340,066	\$ 5,398,641	\$ 5,457,802	\$ 5,517,555	\$ 5,577,905	\$ 5,638,858	\$ 5,700,421	\$ 5,762,599	\$ 5,825,400	\$ 5,888,828	\$ 5,952,891	\$ 6,017,594	\$ 6,082,944	\$ 6,148,948	
School Capture		Millage Rate																	
State Education Tax (SET)		6.0000	\$ 3,105	\$ 31,007	\$ 31,348	\$ 31,692	\$ 32,040	\$ 32,392	\$ 32,747	\$ 33,105	\$ 33,467	\$ 33,833	\$ 34,203	\$ 34,576	\$ 34,952	\$ 35,333	\$ 35,717	\$ 36,106	\$ 36,498
School Operating Tax		18.0000	\$ 9,314	\$ 93,020	\$ 94,044	\$ 95,077	\$ 96,121	\$ 97,176	\$ 98,240	\$ 99,316	\$ 100,402	\$ 101,499	\$ 102,608	\$ 103,727	\$ 104,857	\$ 105,999	\$ 107,152	\$ 108,317	\$ 109,493
School Total		24.0000	\$ 12,419	\$ 124,027	\$ 125,392	\$ 126,770	\$ 128,162	\$ 129,567	\$ 130,987	\$ 132,421	\$ 133,870	\$ 135,333	\$ 136,810	\$ 138,302	\$ 139,810	\$ 141,332	\$ 142,869	\$ 144,422	\$ 145,991
Local Capture		Millage Rate																	
Lansing Oper		19.4400	\$ 10,059	\$ 100,462	\$ 101,567	\$ 102,683	\$ 103,811	\$ 104,950	\$ 106,100	\$ 107,261	\$ 108,434	\$ 109,619	\$ 110,816	\$ 112,025	\$ 113,246	\$ 114,479	\$ 115,724	\$ 116,982	\$ 118,252
Lans Com College		3.8072	\$ 1,970	\$ 19,675	\$ 19,891	\$ 20,110	\$ 20,331	\$ 20,554	\$ 20,779	\$ 21,006	\$ 21,236	\$ 21,468	\$ 21,703	\$ 21,939	\$ 22,178	\$ 22,420	\$ 22,664	\$ 22,910	\$ 23,159
Ingham Intermed		4.7062	\$ 2,435	\$ 24,321	\$ 24,588	\$ 24,858	\$ 25,131	\$ 25,407	\$ 25,686	\$ 25,967	\$ 26,251	\$ 26,538	\$ 26,827	\$ 27,120	\$ 27,415	\$ 27,714	\$ 28,015	\$ 28,320	\$ 28,628
Ingham Cnty Sum		6.8000	\$ 3,519	\$ 35,141	\$ 35,528	\$ 35,918	\$ 36,312	\$ 36,711	\$ 37,113	\$ 37,519	\$ 37,930	\$ 38,344	\$ 38,763	\$ 39,186	\$ 39,613	\$ 40,044	\$ 40,480	\$ 40,920	\$ 41,364
Ingham County		3.2800	\$ 1,697	\$ 16,950	\$ 17,137	\$ 17,325	\$ 17,515	\$ 17,708	\$ 17,902	\$ 18,098	\$ 18,296	\$ 18,495	\$ 18,697	\$ 18,901	\$ 19,107	\$ 19,315	\$ 19,525	\$ 19,738	\$ 19,952
Airport Auth		0.6990	\$ 362	\$ 3,612	\$ 3,652	\$ 3,692	\$ 3,733	\$ 3,774	\$ 3,815	\$ 3,857	\$ 3,899	\$ 3,942	\$ 3,985	\$ 4,028	\$ 4,072	\$ 4,116	\$ 4,161	\$ 4,206	\$ 4,252
CATA		3.0070	\$ 1,556	\$ 15,540	\$ 15,711	\$ 15,883	\$ 16,058	\$ 16,234	\$ 16,412	\$ 16,591	\$ 16,773	\$ 16,956	\$ 17,141	\$ 17,328	\$ 17,517	\$ 17,708	\$ 17,900	\$ 18,095	\$ 18,291
CADL-Library		1.5600	\$ 807	\$ 8,062	\$ 8,150	\$ 8,240	\$ 8,331	\$ 8,422	\$ 8,514	\$ 8,607	\$ 8,702	\$ 8,797	\$ 8,893	\$ 8,990	\$ 9,088	\$ 9,187	\$ 9,287	\$ 9,387	\$ 9,489
Zoo Millage		0.4100	\$ 212	\$ 2,119	\$ 2,142	\$ 2,166	\$ 2,189	\$ 2,213	\$ 2,238	\$ 2,262	\$ 2,287	\$ 2,312	\$ 2,337	\$ 2,363	\$ 2,388	\$ 2,414	\$ 2,441	\$ 2,467	\$ 2,494
Local Total		43.7094	\$ 22,617	\$ 225,881	\$ 228,366	\$ 230,876	\$ 233,411	\$ 235,971	\$ 238,557	\$ 241,169	\$ 243,807	\$ 246,471	\$ 249,162	\$ 251,880	\$ 254,625	\$ 257,397	\$ 260,197	\$ 263,025	\$ 265,882
Non-Capturable Millages		Millage Rate																	
Lansing Debt		0.2600	\$ 135	\$ 1,344	\$ 1,358	\$ 1,373	\$ 1,388	\$ 1,404	\$ 1,419	\$ 1,435	\$ 1,450	\$ 1,466	\$ 1,482	\$ 1,498	\$ 1,515	\$ 1,531	\$ 1,548	\$ 1,565	\$ 1,582
Lansing Sch Debt		4.6000	\$ 2,380	\$ 23,772	\$ 24,033	\$ 24,298	\$ 24,564	\$ 24,834	\$ 25,106	\$ 25,381	\$ 25,658	\$ 25,939	\$ 26,222	\$ 26,508	\$ 26,797	\$ 27,089	\$ 27,383	\$ 27,681	\$ 27,982
Total Non-Capturable Taxes		4.8600	\$ 2,515	\$ 25,115	\$ 25,392	\$ 25,671	\$ 25,953	\$ 26,237	\$ 26,525	\$ 26,815	\$ 27,109	\$ 27,405	\$ 27,704	\$ 28,006	\$ 28,311	\$ 28,620	\$ 28,931	\$ 29,246	\$ 29,563
Total Capturable Millages		67.7094																	
Total Tax Increment Revenue (TIR) Available for Capture			\$ 349,909	\$ 353,758	\$ 357,646	\$ 361,573	\$ 365,539	\$ 369,545	\$ 373,590	\$ 377,677	\$ 381,804	\$ 385,972	\$ 390,182	\$ 394,434	\$ 398,729	\$ 403,067	\$ 407,448	\$ 411,873	\$ 416,342

Table 2 Tax Increment Revenue Estimates
Capital City Market
September 27, 2018

Estimated Taxable Value (TV) Increase Rate:

Plan Year	18	19	20	21	22	23	24	25	26	27	28	29	30	TOTAL
Calendar Year	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	
Base Taxable Value	\$ 517,438	\$ 517,438	\$ 517,438	\$ 517,438	\$ 517,438	\$ 517,438	\$ 517,438	\$ 517,438	\$ 517,438	\$ 517,438	\$ 517,438	\$ 517,438	\$ 517,438	\$ -
Estimated New TV	\$ 6,733,050	\$ 6,800,381	\$ 6,868,384	\$ 6,937,068	\$ 7,006,439	\$ 7,076,503	\$ 7,147,268	\$ 7,218,741	\$ 7,290,929	\$ 7,363,838	\$ 7,437,476	\$ 7,511,851	\$ 7,586,969	\$ -
Incremental Difference (New TV - Base TV)	\$ 6,215,612	\$ 6,282,943	\$ 6,350,946	\$ 6,419,630	\$ 6,489,001	\$ 6,559,065	\$ 6,629,830	\$ 6,701,303	\$ 6,773,491	\$ 6,846,400	\$ 6,920,038	\$ 6,994,413	\$ 7,069,531	\$ -

School Capture	Millage Rate																
State Education Tax (SET)	6.0000	\$	37,294	\$	37,698	\$	38,106	\$	38,518	\$	38,934	\$	39,354	\$	39,779	\$	40,208
School Operating Tax	18.0000	\$	111,881	\$	113,093	\$	114,317	\$	115,553	\$	116,802	\$	118,063	\$	119,337	\$	120,623
School Total	24.0000	\$	149,175	\$	150,791	\$	152,423	\$	154,071	\$	155,736	\$	157,418	\$	159,116	\$	160,831

Local Capture	Millage Rate																
Lansing Oper	19.4400	\$	120,832	\$	122,140	\$	123,462	\$	124,798	\$	126,146	\$	127,508	\$	128,884	\$	130,273
Lans Com College	3.8072	\$	23,664	\$	23,920	\$	24,179	\$	24,441	\$	24,705	\$	24,972	\$	25,241	\$	25,513
Ingham Intermed	4.7062	\$	29,252	\$	29,569	\$	29,889	\$	30,212	\$	30,539	\$	30,868	\$	31,201	\$	31,538
Ingham Cnty Sum	6.8000	\$	42,266	\$	42,724	\$	43,186	\$	43,653	\$	44,125	\$	44,602	\$	45,083	\$	45,569
Ingham County	3.2800	\$	20,387	\$	20,608	\$	20,831	\$	21,056	\$	21,284	\$	21,514	\$	21,746	\$	21,980
Airport Auth	0.6990	\$	4,345	\$	4,392	\$	4,439	\$	4,487	\$	4,536	\$	4,585	\$	4,634	\$	4,684
CATA	3.0070	\$	18,690	\$	18,893	\$	19,097	\$	19,304	\$	19,512	\$	19,723	\$	19,936	\$	20,151
CADL-Library	1.5600	\$	9,696	\$	9,801	\$	9,907	\$	10,015	\$	10,123	\$	10,232	\$	10,343	\$	10,454
Zoo Millage	0.4100	\$	2,548	\$	2,576	\$	2,604	\$	2,632	\$	2,660	\$	2,689	\$	2,718	\$	2,748
Local Total	43.7094	\$	271,681	\$	274,624	\$	277,596	\$	280,598	\$	283,630	\$	286,693	\$	289,786	\$	292,910

Non-Capturable Millages	Millage Rate																
Lansing Debt	0.2600	\$	1,616	\$	1,634	\$	1,651	\$	1,669	\$	1,687	\$	1,705	\$	1,724	\$	1,742
Lansing Sch Debt	4.6000	\$	28,592	\$	28,902	\$	29,214	\$	29,530	\$	29,849	\$	30,172	\$	30,497	\$	30,826
Total Non-Capturable Taxes	4.8600	\$	30,208	\$	30,535	\$	30,866	\$	31,199	\$	31,537	\$	31,877	\$	32,221	\$	32,568

Total Capturable Millages		67.7094																										
Total Tax Increment Revenue (TIR) Available for Capture		\$	420,855	\$	425,414	\$	430,019	\$	434,669	\$	439,366	\$	444,110	\$	448,902	\$	453,741	\$	458,629	\$	463,566	\$	468,552	\$	473,588	\$	478,674	

Tax Increment Revenue Reimbursement Estimates - Table 3
Capital City Market

Developer Maximum Reimbursement	Total Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	35.45%	\$ 3,493,423	\$ -	\$ 3,493,423
Local	64.55%	\$ 6,372,382	\$ -	\$ 6,372,382
TOTAL	100.00%	\$ 9,865,805		\$ 9,865,805
MDEQ	20.46%	\$ 2,134,462	\$ -	\$ 2,134,462
MSF	79.54%	\$ 8,297,710	\$ -	\$ 8,297,710
TOTAL	100.00%	\$ 10,432,172		\$ 10,432,172

Estimated Total
Years of Plan: 30

Estimated Capture	
Administrative Fees	\$ 398,274
State Revolving Fund	\$ 442,900
LBRF	\$ 398,274

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
Total State Incremental Revenue	\$ 124,027	\$ 125,392	\$ 126,770	\$ 128,162	\$ 129,567	\$ 130,987	\$ 132,421	\$ 133,870	\$ 135,333	\$ 136,810	\$ 138,302	\$ 139,810	\$ 141,332	\$ 142,869	\$ 144,422	\$ 145,991
State Brownfield Revolving Fund (3 mills of SET)	\$ 15,503	\$ 15,674	\$ 15,846	\$ 16,020	\$ 16,196	\$ 16,373	\$ 16,553	\$ 16,734	\$ 16,917	\$ 17,101	\$ 17,288	\$ 17,476	\$ 17,666	\$ 17,859	\$ 18,053	\$ 18,249
State Tax Increment to Taxing Unit (10%) ("Pass-Through")	\$ 12,403	\$ 12,539	\$ 12,677	\$ 12,816	\$ 12,957	\$ 13,099	\$ 13,242	\$ 13,387	\$ 13,533	\$ 13,681	\$ 13,830	\$ 13,981	\$ 14,133	\$ 14,287	\$ 14,442	\$ 14,599
State TIR Available for Reimbursement	\$ 96,121	\$ 97,178	\$ 98,247	\$ 99,325	\$ 100,415	\$ 101,515	\$ 102,627	\$ 103,749	\$ 104,883	\$ 106,028	\$ 107,184	\$ 108,352	\$ 109,532	\$ 110,724	\$ 111,927	\$ 113,143
Total Local Incremental Revenue	\$ 225,881	\$ 228,366	\$ 230,876	\$ 233,411	\$ 235,971	\$ 238,557	\$ 241,169	\$ 243,807	\$ 246,471	\$ 249,162	\$ 251,880	\$ 254,625	\$ 257,397	\$ 260,197	\$ 263,025	\$ 265,882
BRA Administrative Fee (5% of available Local TIR)	\$ 11,294	\$ 11,418	\$ 11,544	\$ 11,671	\$ 11,799	\$ 11,928	\$ 12,058	\$ 12,190	\$ 12,324	\$ 12,458	\$ 12,594	\$ 12,731	\$ 12,870	\$ 13,010	\$ 13,151	\$ 13,294
Local Brownfield Revolving Fund (LBRF) (5% of available Local TIR)	\$ 11,294	\$ 11,418	\$ 11,544	\$ 11,671	\$ 11,799	\$ 11,928	\$ 12,058	\$ 12,190	\$ 12,324	\$ 12,458	\$ 12,594	\$ 12,731	\$ 12,870	\$ 13,010	\$ 13,151	\$ 13,294
Local Tax Increment to Taxing Unit (10%) ("Pass Through")	\$ 22,588	\$ 22,837	\$ 23,088	\$ 23,341	\$ 23,597	\$ 23,856	\$ 24,117	\$ 24,381	\$ 24,647	\$ 24,916	\$ 25,188	\$ 25,462	\$ 25,740	\$ 26,020	\$ 26,303	\$ 26,588
Local TIR Available for Reimbursement	\$ 180,705	\$ 182,693	\$ 184,701	\$ 186,729	\$ 188,777	\$ 190,846	\$ 192,935	\$ 195,045	\$ 197,177	\$ 199,330	\$ 201,504	\$ 203,700	\$ 205,918	\$ 208,158	\$ 210,420	\$ 212,705

Total State & Local TIR Available	\$ 276,826	\$ 279,872	\$ 282,947	\$ 286,054	\$ 289,192	\$ 292,361	\$ 295,562	\$ 298,795	\$ 302,060	\$ 305,357	\$ 308,688	\$ 312,052	\$ 315,450	\$ 318,882	\$ 322,348	\$ 325,848
-----------------------------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------

DEVELOPER	Beginning Balance																
DEVELOPER Reimbursement Balance	\$ 10,432,172	\$ 10,155,346	\$ 9,875,474	\$ 9,592,527	\$ 9,306,473	\$ 9,017,281	\$ 8,724,920	\$ 8,429,358	\$ 8,130,564	\$ 7,828,504	\$ 7,523,147	\$ 7,214,459	\$ 6,902,406	\$ 6,586,957	\$ 6,268,075	\$ 5,945,727	\$ 5,619,879

MSF Non-Environmental Costs	\$ 8,297,710																
Eligible Activities Reimbursement	\$ 3,246,825																
State Tax Reimbursement		\$ 76,454	\$ 77,295	\$ 78,145	\$ 79,003	\$ 79,869	\$ 80,745	\$ 81,629	\$ 82,522	\$ 83,423	\$ 84,334	\$ 85,254	\$ 86,183	\$ 87,121	\$ 88,069	\$ 809	
Local Tax Reimbursement		\$ 143,732	\$ 145,313	\$ 146,910	\$ 148,523	\$ 150,153	\$ 151,798	\$ 153,460	\$ 155,138	\$ 156,834	\$ 158,546	\$ 160,275	\$ 162,022	\$ 163,786	\$ 99,477	\$ -	
Eligible Activities Reimbursement Balance		\$ 3,026,638	\$ 2,804,030	\$ 2,578,974	\$ 2,351,448	\$ 2,121,426	\$ 1,888,883	\$ 1,653,794	\$ 1,416,134	\$ 1,175,877	\$ 932,997	\$ 687,468	\$ 439,263	\$ 188,355	\$ 809	\$ -	
Interest Reimbursement	\$ 5,050,885																
State Tax Reimbursement		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 88,218	\$ 89,993
Local Tax Reimbursement		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 66,091	\$ 167,368	\$ 169,185
Interest Reimbursement Balance		\$ 5,050,885	\$ 5,050,885	\$ 5,050,885	\$ 5,050,885	\$ 5,050,885	\$ 5,050,885	\$ 5,050,885	\$ 5,050,885	\$ 5,050,885	\$ 5,050,885	\$ 5,050,885	\$ 5,050,885	\$ 5,050,885	\$ 4,984,794	\$ 4,729,209	\$ 4,470,030
Total MSF Reimbursement Balance		\$ 8,077,524	\$ 7,854,915	\$ 7,629,859	\$ 7,402,333	\$ 7,172,311	\$ 6,939,768	\$ 6,704,680	\$ 6,467,020	\$ 6,226,762	\$ 5,983,882	\$ 5,738,353	\$ 5,490,148	\$ 5,239,240	\$ 4,985,603	\$ 4,729,209	\$ 4,470,030

MDEQ Environmental Costs	\$ 2,134,462																
Eligible Activities Reimbursement	\$ 1,078,703																
State Tax Reimbursement		\$ 19,667	\$ 19,883	\$ 20,102	\$ 20,322	\$ 20,545	\$ 20,770	\$ 20,998	\$ 21,227	\$ 21,459	\$ 21,694	\$ 21,930	\$ 22,169	\$ 22,411	\$ 22,655	\$ 22,901	\$ 23,149
Local Tax Reimbursement		\$ 36,973	\$ 37,380	\$ 37,791	\$ 38,205	\$ 38,625	\$ 39,048	\$ 39,475	\$ 39,907	\$ 40,343	\$ 40,784	\$ 41,228	\$ 41,678	\$ 42,132	\$ 42,590	\$ 43,053	\$ 43,520
Eligible Activities Reimbursement Balance		\$ 1,022,063	\$ 964,800	\$ 906,908	\$ 848,380	\$ 789,210	\$ 729,392	\$ 668,919	\$ 607,785	\$ 545,982	\$ 483,505	\$ 420,346	\$ 356,499	\$ 291,957	\$ 226,712	\$ 160,759	\$ 94,089
Interest Reimbursement	\$ 1,055,760																
State Tax Reimbursement		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Reimbursement		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest Reimbursement Balance		\$ 1,055,760	\$ 1,055,760	\$ 1,055,760	\$ 1,055,760	\$ 1,055,760	\$ 1,055,760	\$ 1,055,760	\$ 1,055,760	\$ 1,055,760	\$ 1,055,760	\$ 1,055,760	\$ 1,055,760	\$ 1,055,760	\$ 1,055,760	\$ 1,055,760	\$ 1,055,760
Total MDEQ Reimbursement Balance		\$ 2,077,822	\$ 2,020,560	\$ 1,962,668	\$ 1,904,140	\$ 1,844,970	\$ 1,785,152	\$ 1,724,679	\$ 1,663,544	\$ 1,601,742	\$ 1,539,264	\$ 1,476,106	\$ 1,412,259	\$ 1,347,716	\$ 1,282,472	\$ 1,216,518	\$ 1,149,849

Total Annual Developer Reimbursement		\$ 276,826	\$ 279,872	\$ 282,947	\$ 286,054	\$ 289,192	\$ 292,361	\$ 295,562	\$ 298,795	\$ 302,060	\$ 305,357	\$ 308,688	\$ 312,052	\$ 315,450	\$ 318,882	\$ 322,348	\$ 325,848
--------------------------------------	--	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------

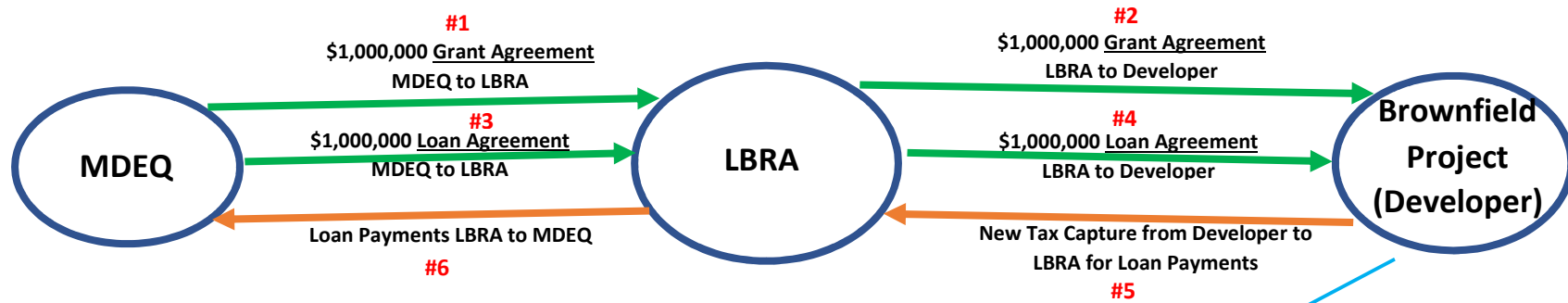
Tax Increment Revenue Reimbursement Estimates - Table 3
Capital City Market

[illegible]

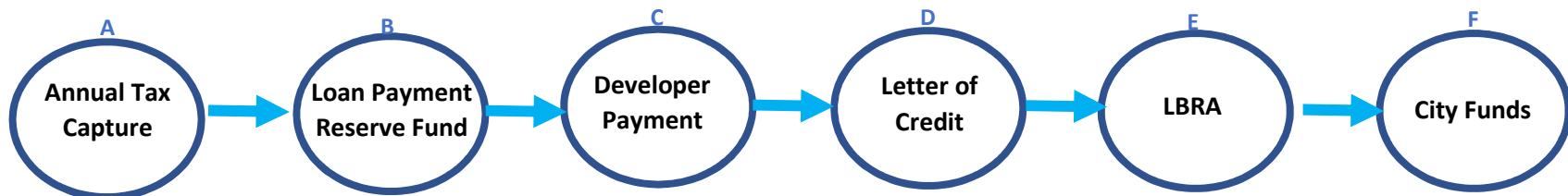
Proposed Approval Schedule
Plan #75 - Capital City Market

Oct 5	Plan Approved by LBRA Board
Oct 18	Plan and supporting documents sent to Mayor's Office
Oct 22	Received and referred to Committee by the City Council
Nov 5 (4:00 pm)	Development and Planning Committee approves Public Hearing Request
Nov 5 (7:00 pm)	City Council sets Public Hearing for November 19
Nov 19 (7:00 pm)	Public Hearing held at Council meeting
Nov 26 (6:00 pm)	Development and Planning Committee approves Brownfield Plan (Special Meeting)
Nov 26 (7:00 pm)	Council Approves Brownfield Plan

Capital City Market - Flow of Grant and Loan Funds



Layers of Loan Security Provided by Developer in Loan Agreement to LBRA



Lansing Economic Development Corporation (LEDC)

Lansing City Treasurer Approval Form

Business & Property

ATTENTION: Tammy Good

Name: Patrick K. Gillespie
Business Name: 600 E. Michigan-Lansing, LLC
Property Address: 600 East Michigan
FEIN#: 46-3732418
Parcel #: See Attachment

Type of Service: Brownfield Plan
LEAP Contact: Karl Dorshimer
Email: karl@purelansing.com
Phone: 517 243 3512
Due Date: 10-9-18

Delinquent Income Taxes:

☐ Yes

☒ No

Delinquent Real Property Taxes:

☐ Yes

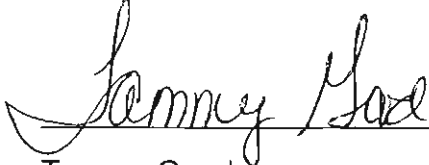
☒ No

Delinquent Personal Property Taxes:

☐ Yes

☒ No

APPROVAL:



Tammy Good
City of Lansing Treasurer's Office
124 W. Michigan Avenue
Lansing MI 48933
Fax: (517) 483-6084
Phone: (517) 483-4121

10/12/18

Date



AGREEMENT IN CONSIDERATION OF DEVELOPMENT INCENTIVES

THIS AGREEMENT in Consideration of Development Incentives ("Agreement") is made and entered this _____ day of _____, 2018, by and between the City of Lansing, Michigan, a Michigan municipal corporation ("City"), and 600 E. Michigan-Lansing, LLC, a Michigan limited liability company ("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: Capital City Market

Business Name of Applicant (*if applicable*): 600 E. Michigan-Lansing, LLC

Name of Parent Company (*if applicable*): N/A

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

Patrick K. Gillespie Trustee of the Patrick K. Gillespie Trust U/A/D 7/30/1999 99%

Gillespie Group Manager, Inc. 1%

Gillespie Group Manager, Inc. is the Manager of 600 E. Michigan-Lansing, I.I.C

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

Act 381 Brownfield 30 Years

Alternative: City Supported DEQ Loan 15 Years

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

Michigan Strategic Fund Community Revitalization Program Grant (\$1,500,000)

Michigan Department of Environmental Quality Grant and/or Loan (up to \$2,000,000)

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):*

Applicant agrees to furnish commitment letter(s)

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

15 FTE by the hotel and urban grocery that are part of the Project (in addition to several temporary construction and part-time jobs)

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

\$41,500,000 as described in Brownfield Plan #75

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

\$10.00 per hour

**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)

P.D.

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.

P.M.

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.

P.D.

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.

P.D.

Applicant acknowledges and agrees that all employees, contractors and sub-contractors related to this Project must pay all City individual income tax. Applicant agrees to put language to that effect in all contracts, and require contractors and sub-contractors to put language to that effect in their contracts.

P.D.

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

P.D.

Applicant agrees that all contractors and sub-contractors will be instructed that they are to 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 R. Dorshimer

Revenue currently paid to the City by the site or project: \$ 1,055,098

Estimated total revenue to the City upon Project Completion: \$ 2,496,964

Estimated total value of City Incentive(s): \$ 2,995,174

Estimated total new net revenue to the City: \$ 1,233,917

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

The Project Area has extensive environmental contamination and site conditions that add significant cost to its redevelopment. The Brownfield plan will help alleviate most of these extraordinary costs and make the redevelopment economically feasible. The City and TIFA will enjoy additional tax revenue and jobs and the underutilized property will become a much-needed urban market, hotel and residential building that will be a catalyst for additional downtown development.

Project Timeline: June 30, 2019 to September 30, 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 redeveloping a brownfield at the site generally known as 600 E. Michigan Avenue, Lansing, into a four-story mixed used project consisting of an urban market, a hotel and market rate residential apartments. The building will have an approximate 48,000 square foot footprint (i.e. first floor area) with just under 35,000 square feet on each of the additional floors ("Project"). The hotel and urban grocery that are part of the Project are expected to hire at least 15 new full-time equivalent employees (FTE). Additionally, the Project is estimated to have a total investment in real property of at least \$41,500,000 as set forth in Brownfield Plan #75 and personal property of at least \$25,000, 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 this 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 381 Public Act of Michigan, 1996, as amended (the "Act"), 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 600 E. Michigan Avenue, Lansing, MI ("Project Area") and legally described as follows:

The location of the Project is commonly known as 600-636 E. Michigan Avenue, 117 S. Larch Street, 145-147 S. Larch Street and 601-637 Barnard Street, Lansing Michigan ("Project Area") and legally described on the following page:

[Remainder of page intentionally left blank]

PLOT PLAN

For:
Gillespie Group
600 E. Michigan-Lansing, LLC
330 Marshall Street
Lansing, MI 48912

Survey Address:
600 Michigan Avenue
Lansing, MI 48912

Legal Description: A parcel of land in Block 242, Original Plat, City of Lansing, Ingham County, Michigan, as recorded in Liber 2 of Plats, Page 36, Ingham County Records, Connard's Subdivision on Lot 1, Block 242, Original Plat, City of Lansing, Ingham County, Michigan, as recorded in Liber 1 of Plats, Page 31, Ingham County Records, and in Barnard's Subdivision on Lots 2, 3 and 4, Block 242, Original Plat, City of Lansing, Ingham County, Michigan, as recorded in Liber 1 of Plats, Page 32, Ingham County Records, the surveyed boundary of said parcel described as: Beginning at the Northwest corner of said Connard's Subdivision; thence S89°25'55"E along the North line of said Connard's Subdivision 425.18 feet (recorded as 425.04 feet) to the Northeast corner of said Connard's Subdivision; thence S00°06'32"W along the East line of said Connard's Subdivision, the East line of said Block 242, and the East line of said Barnard's Subdivision 521.16 feet to the Southeast corner of Block 1, said Barnard's Subdivision; thence N89°29'27"W along the South line of said Block 1 a distance of 429.20 feet (recorded as 429.00 feet) to the Southwest corner of said Block 1; thence N00°33'03"E along the West line of said Barnard's Subdivision 121.50 feet to the Northwest corner of Block 1 of said Barnard's Subdivision; thence S89°28'38"E along the North line of said Block 1 of Barnard's Subdivision 135.00 feet to the East line of the West 135 feet of Lot 2, said Block 242; thence N00°33'02"E along said East line 78.23 feet to the South line of the North 8 feet of said Lot 2, Block 242; thence S89°18'57"E along said South line 30.00 feet to the Southerly extension of the East line of Lot 23, said Connard's Subdivision; thence N00°33'03"E along said Southerly extension of the East line of said Lot 23 and the East line of Lots 23, 22, 21, and 20, said Connard's Subdivision 178.36 feet to the South line of the North 16.50 feet of said Lot 20; thence N89°26'46"W along said South line 165.00 feet to the West line of said Connard's Subdivision; thence N00°33'03"E along said West line 142.49 feet to the point of beginning; said parcel containing 4.19 acres more or less; said parcel subject to all easements and restrictions if any.



KEBS, INC. KYES ENGINEERING
BRYAN LAND SURVEYS
2116 HASLETT ROAD, HASLETT, MI 48840
PH. 617-338-1014 FAX. 517-338-8047
13432 PRESTON DRIVE, MARSHALL, MI 48068
PH. 269-781-9800 FAX. 269-781-9805

DRAWN BY KDB	SECTION 16, T4N, R2W
FIELD WORK BY ---	JOB NUMBER:
SHEET 2 OF 2	92950.BND-PLT

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 on or before June 30, 2019 and ends on or before September 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. At least 15 new, permanent full-time equivalent employees (FTE) will be hired by the hotel and the urban grocery that are part of the Project.
2. Purchase and/or locate within the Project Area, personal property with a fair market value of at least \$25,000. This personal property may not be moved to the Project Area from another location within the City of Lansing.
3. Make at least \$21,500,000 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 on or before September 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. 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”) 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.

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 City 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 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 such personal property for which personal property taxes have not been paid to pay the tax, expenses of sale, and interest on the tax, or may commence civil litigation to recover the amount of tax and interest thereon, in accordance with Michigan law.

I. Failure to Pay Tax Applicable to Real Property

If any property tax applicable to a parcel of 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 such parcel of real property for which real property taxes have not been paid. 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 are 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 on or before December 31, 2054 or upon the written agreement of the parties.

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.

[Remainder of page intentionally left blank]

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

WITNESSES:




Approved as to form:

City Attorney

600 E. MICHIGAN-LANSING LLC:

By: 

Its: Authorized Representative

CITY OF LANSING:

By: _____
Andy Schor

Its: Mayor

**LANSING ECONOMIC
DEVELOPMENT CORPORATION:**

By: _____
Karl R. Dorshimer

Its: Representative

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

City Controller

**LANSING BROWNFIELD REDEVELOPMENT AUTHORITY
SECURED LOAN AGREEMENT**

This Loan Agreement (the "Agreement") is made as of _____, 2018 between the Lansing Brownfield Redevelopment Authority (the "Authority"), a Michigan municipal authority formed pursuant to Michigan Public Act 381 of 1996, as amended (the "Brownfield Act"), located at 1000 South Washington Avenue, Suite 201, Lansing, Michigan 48910; and 600 E. Michigan-Lansing, LLC, a Michigan limited liability company, or an affiliate, with a business address of 330 Marshall Street, Suite 100, Lansing, Michigan 48912 (the "Developer"). The Authority and the Developer, collectively, shall be referred to as the "Parties" throughout this Agreement.

RECITALS

WHEREAS, the Developer intends to develop property (the "Property") located in the City of Lansing, Michigan, commonly referred to as 600 E. Michigan Avenue and legally described in Exhibit A (at such property, such redevelopment as described in the Reimbursement Agreement and the Brownfield Plan, each as defined below, shall be referred to herein as the "Project"); and

WHEREAS, the Developer and Authority prepared a Brownfield Plan #75 (the "Brownfield Plan") to include the Property which was duly approved by the Lansing City Council on _____, 2018 following a public hearing on _____, 2018; and

WHEREAS, the Developer has also entered into a Brownfield Reimbursement Agreement dated _____, 2018 with the Authority (the "Reimbursement Agreement"); and

WHEREAS, the Developer has also entered into an Agreement in Consideration of Development Incentives (the "Development Agreement") with the City of Lansing and the Lansing Economic Development Corporation

WHEREAS, the Authority has applied for and will receive loan funds from the Michigan Department of Environmental Quality (the "MDEQ") in an amount not to exceed \$1,000,000; and

WHEREAS, the Authority will re-loan an amount not to exceed \$1,000,000 to the Developer to perform eligible brownfield activities as defined in the Brownfield Act and as further described in the Brownfield Plan, and

WHEREAS, this Agreement is intended to include the terms and conditions under which the funds shall be loaned to the Developer by the Authority, the method of their repayment to the Authority, a promise of Developer to provide for the repayment of such funds with interest, remedies available to the Authority in the event of default in repayment, and any other methods of loan security on the Project from Developer to the Authority to secure such repayment.

AGREEMENT

NOW THEREFORE, for good and valuable consideration including the mutual covenants of the Parties made herein, the receipt and sufficiency of which consideration is hereby acknowledged, the parties agree as follows:

TERMS AND CONDITIONS

- 1.0 Subject to and as provided by the terms and conditions of this Agreement, the Authority agrees to use funds obtained from MDEQ and Authority to reimburse or pay on behalf of the Developer Eligible Costs as per the Brownfield Plan and the Reimbursement Agreement (the "Eligible Costs"), in an amount not to exceed \$1,000,000 (the "Loan Funds").
- 2.0 The Developer agrees to commence work on the Project on or before June 30, 2019 and expects to complete the Project by the deadline stated in a Development Agreement. The Developer must provide the Authority with verifiable proof of financing for completion of the Project, and an irrevocable letter of credit as required by section 6.1 below, prior to the first advance of Loan Funds.
- 3.0 Loan Funds shall be disbursed to the Developer by the Authority as a loan (the "Loan"), to be applied to Eligible Costs approved by the Authority, in accordance with the terms of the Reimbursement Agreement and the Brownfield Plan. Developer shall be responsible to submit to the Authority or its authorized representative all requests for disbursement, and all such requests must be submitted in accordance with the Reimbursement Agreement.
- 4.0 Developer will fund costs of Eligible Activities and then submit a reimbursement request to the Authority and its authorized representative. Reimbursement requests will be reviewed by the Authority and the Authority's oversight consultant, if any. Costs of approved Eligible Activities will be reimbursed to the Developer by advancement of Loan Funds.
- 5.0 Loan Funds will be disbursed in the first year of construction of the Project (2019), but no interest shall accrue during the sixty (60) month construction and stabilization phase of the Project (expected to be years 2019 through 2024). Annual payments of principal and interest shall be made by Developer to the Authority on the same dates the Authority is required to make payments to the Michigan Department of Environmental Quality ("DEQ") according to the Amortization and Loan Repayment Schedule attached as Exhibit B to the Brownfield Loan Contract between DEQ and the Authority for the Project as defined therein, as such Exhibit B may be amended (the "Schedule"). Payment amounts will be calculated using the outstanding balance of Loan Funds advanced to Developer as of January 1, 2024, based on annual payments over a 10-year term according to the Schedule, with interest accruing at 1.5% interest per annum.

6.0 Before any disbursement of Loan Funds, the Developer will provide the following as security for the Loan Funds:

6.1 An irrevocable letter(s) of credit (the “LOC”) from a federally chartered financial institution, with Developer as the applicant and the Authority as the named beneficiary, in the amount equal to the total outstanding balance of all Loan Funds advanced to Developer; however in no event shall any Loan Funds be disbursed to the Developer unless the principal amount of the LOC is equal to or in excess of the aggregate amount of Loan Funds disbursed to the Developer. Provided, however, the notional amount of the LOC shall be reduced by the amount of any repayment of Loan Funds by Developer during the first 60 month period following the date of the first disbursement of Loan Funds. For years 6 through 15, the LOC provided by the Developer will equal the outstanding balance of Loan Funds advanced to Developer determined at the beginning of each calendar year. Developer agrees that the LOC will provide: 1) payment of the LOC amount will be made to beneficiary upon presentation by beneficiary to issuer of a signed statement - “An Event of Default according to section 13 of the Lansing Brownfield Redevelopment Authority Secured Loan Agreement has occurred, and if such Event of Default is subject to a right to cure no cure has been made”, 2) the beneficiary will immediately be advised by issuer of any failure by Developer to pay the cost of the immediate next LOC, thirty (30) days before termination of the then existing LOC, and 3) beneficiary may pay the cost of any LOC, notwithstanding that beneficiary is the beneficiary of such LOC; in the event in the future financial markets do not offer letters of credit as determined by the Authority in its sole discretion, then the letter of credit requirement in this subsection 6.1 may be replaced with some other form of security or credit enhancement to repay the Loan Funds, which other form of security or credit enhancement, as well as all the terms thereof, must be acceptable to the Authority in its sole discretion.

6.2 A Loan Payment Reserve Fund (“LPRF”) equal in amount to one year of debt service payments on the outstanding balance of Loan Funds advanced to Developer, as shown on the Schedule. Beginning in the first year in which Tax Increment Revenues are captured, the LPRF will be funded from Tax Increment Revenues in accordance with the terms of Section 5(g) of the Reimbursement Agreement and the Schedule. In the event there is a short fall in the LPRF by the end of the fourth year of capture of Tax Increment Revenues pursuant to the Brownfield Plan and the Reimbursement Agreement, or at any time thereafter, the Developer shall provide enough funds to fully fund the LPRF.

7.0 The Developer plans to commence the project on or before June 30, 2019 and commit to completing the Project by the deadline stated in the Development Agreement. The failure of the Developer to complete the eligible activities anticipated to be financed with Loan Funds to the reasonable satisfaction of the Authority by the deadline stated in the Development Agreement, will be considered a default. Upon the failure to correct the default within 30 days of written notice of such default, the Authority will have the right to make presentation on the LOC to pay off the loan balance.

- 8.0 Failure of Developer to present to the Authority the LOC and a receipt for the cost of the LOC (or other security or credit enhancement if accepted under subsection 6.1) for year 1 by the fifteenth (15th) day before the first scheduled advance of Loan Funds, or failure to present to the Authority a LOC (or other security or credit enhancement if accepted under subsection 6.1) and a receipt for the cost thereof for each succeeding year by the fifteenth (15th) day prior to the expiration of the previous year's LOC, will be sufficient authorization for the Authority to pay the cost of such LOC (or other security or credit enhancement, if accepted under subsection 6.1) from Loan Funds or the LPRF. Once loan repayments begin in year 5, the Authority will make the loan repayment from the LPRF, and the Authority will replenish the fund with portions of the annual Tax Increment Revenue capture available to it per the Brownfield Plan and the Reimbursement Agreement. If for any year when installments of repayments of Loan Funds are due the Tax Increment Revenue capture amount is insufficient to replenish the LPRF to a level equal to the next required annual loan repayment, the Authority will provide Developer with written notice of any short fall. In the event that Developer does not pay the short fall within fifteen (15) days of such written notice, then Authority shall have the right to pursue the remedies provided in this Agreement.
- 9.0 During the loan repayment period, certain Tax Increment Revenues captured per the Brownfield Plan and Reimbursement Agreement and passed through to the Authority, and not otherwise required to be paid to the Developer, will be deposited by the Authority in the LPRF. The LPRF will be used to pay off the loan early in year 14 when one year's payments remain, assuming the LPRF is fully-funded. However, if at any time prior to year 14 the LPRF reaches the value required to pay off the loan, the LBRA will immediately prepay, without penalty, the then outstanding balance of the Loan Funds. Any balance remaining in the LPRF after repayment in full of the Loan Funds shall be disbursed to Developer for reimbursement for costs of Eligible Activities, in accordance with the Reimbursement Agreement.
- 10.0 The Authority will be responsible for keeping a written record of the Loan Funds disbursed to the Developer, and monies applied in repayment of the Loan Funds advanced to Developer and accrued interest. Developer agrees that the calculation by the Authority of the outstanding balance of Loan Funds advanced to Developer is accepted as the outstanding balance owed under this Agreement (the "Loan Balance"), absent manifest error. At the request of Developer, Authority agrees Developer shall have the right to inspect and copy all of Authority's records pertaining to this Agreement, the Brownfield Plan, and the Reimbursement Agreement.
- 11.0 As provided in the Reimbursement Agreement and described above, certain Tax Increment Revenues generated by the Project will be applied to the loan repayments. Any balance remaining in the LPRF after repayment in full of the Loan Funds shall be disbursed to the Developer for reimbursement for costs of Eligible Activities, in accordance with the Reimbursement Agreement.

- 12.0 The Authority will capture all allowable taxes during the life of the loan and apply the Tax Increment Revenues per this Agreement, the Brownfield Plan, and the Reimbursement Agreement when the Tax Increment Revenues are received by the Authority from the Lansing City Treasurer. The Authority or its authorized agent will provide to Developer a written accounting of the Loan Balance (including the amounts of Tax Increment Revenues applied toward Loan Payments) on an annual basis. The accounting will be sent by U.S. Mail, or email, or facsimile to the address of Developer stated below.
- 13.0 Each of the following shall constitute an event of default under this Loan Agreement ("Event of Default"):
- 13.1 Default by Developer in the performance of any covenant or obligation under this Agreement, including those defaults specifically identified herein.
 - 13.2 Failure by Developer to deliver to the Authority a LOC (or other security or credit enhancement if accepted under subsection 6.1) and receipt for the cost thereof covering each year after year 1 by the fifteenth (15th) day before expiration of the then available LOC (or other security or credit enhancement if accepted under subsection 6.1) as described in subsection 6.1.
 - 13.3 Default by Developer under the terms of the Development Agreement.
 - 13.4 Default by Developer under any of the terms of the Reimbursement Agreement.
 - 13.5 Default by Developer under the terms of any agreement, note or other instrument pursuant to which Developer has borrowed money from any person or entity for the construction of the Project, which default will, in the exclusive judgment of the Authority, impair Authority's ability to replenish the LPRF from the Tax Increment Revenues.
 - 13.6 Failure of Developer to satisfy any judgment or remove any levy or other process against the assets of Developer or the Project within thirty (30) days after entry of the judgment or issuance of the levy, or five (5) days prior to the time of any proposed sale under any such judgment or levy, whichever is earlier.
 - 13.7 Developer becomes insolvent, consents to or applies for the appointment of a receiver, trustee or liquidator of itself or any of its property, admits in writing its inability to pay its debts generally as they become due, makes a general assignment for the benefit of creditors, files a voluntary petition in bankruptcy, or seeks reorganization or similar arrangement in a proceeding under the bankruptcy code.
 - 13.8 Developer or any of its subcontractors violates any federal, state, or local law, regulation, or ordinance in relation to the Project.
 - 13.9 Default by Developer under the terms of any "other form of security or credit enhancement" if accepted under subsection 6.1.

- 14.0 Upon an Event of Default, except an Event of Default under subsection 13.2, the Authority shall provide Developer written notice of such default by U.S. Mail, or email, or facsimile to an address of Developer stated below. The Developer shall have thirty (30) days from when the notice is sent to cure the default, except an Event of Default under subsection 13.2 (because an event of default under subsection 13.2 is not curable), or such longer period as shall be reasonably necessary to cure such default provided Developer promptly commences such cure and thereafter diligently pursues such cure to completion. The determination of whether or not a default has been cured shall be in the sole discretion of the Authority. Developer's right to notice of certain defaults and opportunity to cure, as provided in this section 14.0, shall not bar the right of Developer to pay the cost of any LOC as provided in subsection 6.1 and section 8.0.
- 15.0 Notwithstanding anything to the contrary in this Agreement, upon an Event of Default which remains uncured after the period described in section 14.0, or upon an Event of Default under subsection 13.2, at the option of the Authority and without notice, the Loan Balance shall become immediately due and payable to the Authority, and Developer hereby promises to pay the Loan Balance without presentment, notice, or demand, all of which are hereby expressly waived by Developer. The Authority shall have the right to pursue all remedies at law or in equity to collect the Loan Balance immediately after the Loan Balance becomes due and payable, including without limitation making presentation for payment on the existing LOC.
- 16.0 Developer promises to pay to the Authority, in addition to the Loan Balance, all collection costs and reasonable attorney's fees and expenses incurred by the Authority in enforcement of this Loan Agreement, whether or not litigation is commenced, including, without limitation, salaries and wages, on an hourly basis, of the Authority staff for time spent in efforts to enforce this Loan Agreement.
- 17.0 The Developer's notice information is as follows:
- Mail - 600 E. Michigan-Lansing, LLC,
Attn: Patrick K. Gillespie
330 Marshall Street, Suite 100,
Lansing, Michigan 48912
Email -

[Remainder of page intentionally left blank]

The Parties have executed this Agreement effective on the ____ day of _____, 2018.

“DEVELOPER”

600 E. Michigan-Lansing, LLC, a Michigan
Limited Liability Company

By: Patrick K. Gillespie
Patrick K. Gillespie

Its: Authorized Representative

STATE OF MICHIGAN)
) SS.
COUNTY OF Ingham)

The foregoing instrument was acknowledged – before me this 31 day of
October, 2018, by Patrick K. Gillespie the Authorized Representative of 600 E.
Michigan-Lansing, LLC, a Michigan Limited Liability Company.

[Signature]
Notary Public
Livingston County, Michigan
Acting in Ingham County, Michigan
My Commission Expires: 8/26/2020

LANSING BROWNFIELD
REDEVELOPMENT AUTHORITY

By: _____
Andrea Ragan
Its: Board Chair

STATE OF MICHIGAN)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2018, by Andrea Ragan, Chair of the Lansing Brownfield Redevelopment Authority.

Notary Public

County, Michigan
Acting in _____ County, Michigan
My Commission Expires: _____

EXHIBIT A
Legal Descriptions - Eligible Property
600 E. Michigan-Lansing, LLC — 600 E. Michigan Avenue Redevelopment Project
600-636 E. Michigan Avenue, 117 S. Larch Street, and 607-637 Barnard Street, Lansing,
Michigan
Brownfield Plan #75

Land situated in the City of Lansing, County of Ingham, State of Michigan, described as follows and shown on the attached Lot & Topographic Surveys:

[See attached for Parcel Identification Numbers and Legal Descriptions]



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

City of Lansing
Notice of Public Hearing

The Lansing City Council will hold a public hearing on November 19, 2018 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 #75 – Capital City Market 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 600 East Michigan Avenue located in the City of Lansing, but more particularly described as:

A parcel of land in Block 242, Original Plot, City of Lansing, Ingham County, Michigan, as recorded in Liber 2 of Plots, Page 36, Ingham County Records, Connard's Subdivision on Lot 1, Block 242, Original Plot, City of Lansing, Ingham County, Michigan, as recorded in Liber 1 of Plots, Page 31, Ingham County Records, and in Barnard's Subdivision on Lots 2, 3 and 4, Block 242, Original Plot, City of Lansing, Ingham County, Michigan as recorded in Liber 1 of Plots, Page 32, Ingham County Records, the surveyed boundary of said parcel described as: Beginning at the Northwest corner of said Connard's Subdivision; thence S89°25'55"E along the North line of said Connard's Subdivision 425.18 feet (recorded as 425.04 feet) to the Northeast corner of said Connard's Subdivision; thence S00°06'32"W along the East line of said Connard's Subdivision, the East line of said Block 242, and the East line of said Barnard's Subdivision 521.16 feet to the Southeast corner of Block 1, said Barnard's Subdivision; thence N89°29'27"W along the South line of said Block 1 a distance of 429.20 feet (recorded as 429.00 feet) to the Southwest corner of said Block 1; thence N00°33'03"E along the West line of said Barnard's Subdivision 121.50 feet to the Northwest corner of Block 1 of said Barnard Subdivision; S89°28'32"E along the north line of said Block 1 of Barnards Subdivision 135.00 feet to the East line of the West 135 feet of Lot 2, said Block 242; thence N00°33'02"E along said East line 78.23 feet to the South line of the North 8 feet of said Lot 2, Block 242; thence S89°18'57"E along said south line 30.00 feet to the Southerly Extension of the East line of Lot 23, said Connard's Subdivision; thence N00°33'03"E along said Southerly extension of the East line of said Lot 23 and the East line of Lots 23, 22, 21, and 20, said Connard's Subdivision 179.36 feet to the South line of the North 16.50 feet of said Lot 20; thence N89°26'46"W along said South line 165.00 feet to the West line of said Connard's Subdivision; thence N00°33'03"E along said West line 142.49 feet to the point of beginning; said parcel containing 4.19 acres more or less; said parcel subject to all easements and restrictions if any.

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.

If you are interested in this matter, please attend the public hearing or send a representative. Written comments will be accepted between 8 a.m. and 5 p.m. on City business days if received before 5 p.m., on the day of the Public Hearing at the City Clerk's Office, Ninth Floor, City Hall, 124 West Michigan Ave., Lansing, MI 48933 or email city.clerk@lansingmi.gov.

Chris Swope, Lansing City Clerk, MMC/CMMC
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 #75
CAPITAL CITY MARKET 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 600 East Michigan Avenue 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 November 19, 2018 at 7:00 p.m. on Brownfield Plan #75 – Capital City Market Redevelopment Project under the Brownfield Redevelopment Financing Act, for property more particularly described as:

A parcel of land in Block 242, Original Plot, City of Lansing, Ingham County, Michigan, as recorded in Liber 2 of Plots, Page 36, Ingham County Records, Connard's Subdivision on Lot 1, Block 242, Original Plot, City of Lansing, Ingham County, Michigan, as recorded in Liber 1 of Plots, Page 31, Ingham County Records, and in Barnard's Subdivision on Lots 2, 3 and 4, Block 242, Original Plot, City of Lansing, Ingham County, Michigan as recorded in Liber 1 of Plots, Page 32, Ingham County Records, the surveyed boundary of said parcel described as: Beginning at the Northwest corner of said Connard's Subdivision; thence S89°25'55"E along the North line of said Connard's Subdivision 425.18 feet (recorded as 425.04 feet) to the Northeast corner of said Connard's Subdivision; thence S00°06'32"W along the East line of said Connard's Subdivision, the East line of said Block 242, and the East line of said Barnard's Subdivision 521.16 feet to the Southeast corner of Block 1, said Barnard's Subdivision; thence N89°29'27"W along the South line of said Block 1 a distance of 429.20 feet (recorded as 429.00 feet) to the Southwest corner of said Block 1; thence N00°33'03"E along the West line of said Barnard's Subdivision 121.50 feet to the Northwest corner of Block 1 of said Barnard Subdivision; S89°28'32"E along the north line of said Block 1 of Barnards Subdivision 135.00 feet to the East line of the West 135 feet of Lot 2, said Block 242; thence N00°33'02"E along said East line 78.23 feet to the South line of the North 8 feet of said Lot 2, Block 242; thence S89°18'57"E along said south line 30.00 feet to the Southerly Extension of the East line of Lot 23, said

Connard's Subdivision; thence N00°33'03"E along said Southerly extension of the East line of said Lot 23 and the East line of Lots 23, 22, 21, and 20, said Connard's Subdivision 179.36 feet to the South line of the North 16.50 feet of said Lot 20; thence N89°26'46"W along said South line 165.00 feet to the West line of said Connard's Subdivision; thence N00°33'03"E along said West line 142.49 feet to the point of beginning; said parcel containing 4.19 acres more or less; said parcel subject to all easements and restrictions if any,

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 #75 – Capital City Market Redevelopment Project and the scheduled public hearing.

*Lansing Brownfield
Redevelopment Authority*



**Metro Place Project
(Formerly Reutter Park Place)
Brownfield Redevelopment Plan**

301 W. Lenawee Street
Lansing, Michigan

***Brownfield Plan #54
Amendment No. 1***

Revised October 1, 2018

Prepared with assistance from:
ADVANCED REDEVELOPMENT SOLUTIONS
PO Box 204
Eagle, MI 48822
Contact: Eric P. Helzer, EDFP
Phone: (517) 648-2434

Approved by the LBRA – October 5, 2018
Approved by the Lansing City Council – _____, 2018

Table of Contents

Introduction	2
A. Background and Overview	2
B. Amendment of Original Plan	2
 <u>Section</u>	
1. Site Location	2
2. Project Summary Sheet	5
3. Past Use of the Property - Site History	6
4. Brownfield Project Description	6
5. Developer Eligible Activities	7
6. Captured Taxable Value & Tax Increment Revenues	10
7. Method of Brownfield Plan Financing	11
8. Amount of Note or Bonded Indebtedness Incurred	12
9. Duration of the Brownfield Plan	12
10. Estimated Impact on Taxing Jurisdictions	12
11. Legal Description & Site Map	12
12. Personal Property	12
13. Displacement of Persons	12
14. Site Remediation Revolving Fund	12
15. Other Information	12
 Attachments	 13

Schedule 1 Detailed Financial Numbers. Revised per attached dated October 1, 2018.

EXHIBIT A: Legal Descriptions of the Properties. No changes.

EXHIBIT B: Original Brownfield Plan #54

INTRODUCTION

This Amendment No. 1 to the City of Lansing (the “City”) and Lansing Brownfield Redevelopment Authority (the “Authority”) Brownfield Redevelopment Plan No. 54 (the “Plan”) for property at 301 W. Lenawee Street, originally adopted on June 13, 2011 by the City of Lansing City Council (the “City Council”) after adoption by the Authority on May 6, 2011, has been adopted to promote the redevelopment of and investment in “Brownfield” properties within the City identified in the Plan. The Plan facilitated financing of eligible activities at eligible properties, and also provided tax incentives to eligible taxpayers willing to invest in revitalization of eligible property, commonly referred to as “Brownfields” that are either environmentally contaminated (a “facility”), blighted property, historic resource or deemed functionally obsolete property. By facilitating redevelopment of Brownfield properties, this Plan promoted economic growth for the benefit of the City and all taxing units located within and benefited by the Authority.

A. BACKGROUND AND OVERVIEW

The City Council adopted the original Plan No. 54 (also known as Reutter Park Place, now called Metro Place) on June 13, 2011 (Exhibit B). Since adoption of the original Plan, Y Site, LLC (the “Developer”) has invested over \$2.2 million at the Eligible Property in the Plan and has completed or begun the following: completed engineering design; completed full stamped construction drawings and specifications; completed full and complete financing which has closed and is funded; completed asbestos abatement; received all demolition and construction permits; commenced utility work, and; commenced demolition.

This Plan Amendment No. 1 is necessary to allow for Brownfield Plan No. 54 to fulfill its original intent, allow for the Project’s tax increment financing structure to be satisfied by maintaining the originally contemplated 12-year duration of tax increment revenue capture, extend time to complete the eligible activities, and to recognize the change in project scope/clarify the Project’s changes since the original Plan’s adoption. Additionally, this Plan Amendment No. 1 will not negatively impact or change the validity of Brownfield Redevelopment Plan No. 54 in any way as adopted by the City Council on June 13, 2011.

In furtherance of these purposes, the original Plan is hereby amended as set forth herein. All references in the original Plan are to remain unchanged (no changes), unless specified otherwise in this Amendment No.1.

B. AMENDMENT NO.1 OF ORIGINAL PLAN

- 1. Site Location & Floor Plan.** The below figures amend and replace the original content in the Plan as follows.



Now called:
“Metro Place”

Existing YMCA Before Demolition



**Project After Redevelopment
“Metro Place Apartments”**



First Floor Plan "Metro Place Apartments"

OVERALL FIRST FLOOR PLAN

WALL TYPES

WALL TYPE	SYMBOL
1/2" CMU	○
6" CMU	○
8" CMU	○
12" CMU	○
16" CMU	○
20" CMU	○
24" CMU	○
30" CMU	○
36" CMU	○
42" CMU	○
48" CMU	○
54" CMU	○
60" CMU	○
66" CMU	○
72" CMU	○
78" CMU	○
84" CMU	○
90" CMU	○
96" CMU	○
102" CMU	○
108" CMU	○
114" CMU	○
120" CMU	○
126" CMU	○
132" CMU	○
138" CMU	○
144" CMU	○
150" CMU	○
156" CMU	○
162" CMU	○
168" CMU	○
174" CMU	○
180" CMU	○
186" CMU	○
192" CMU	○
198" CMU	○
204" CMU	○
210" CMU	○
216" CMU	○
222" CMU	○
228" CMU	○
234" CMU	○
240" CMU	○
246" CMU	○
252" CMU	○
258" CMU	○
264" CMU	○
270" CMU	○
276" CMU	○
282" CMU	○
288" CMU	○
294" CMU	○
300" CMU	○
306" CMU	○
312" CMU	○
318" CMU	○
324" CMU	○
330" CMU	○
336" CMU	○
342" CMU	○
348" CMU	○
354" CMU	○
360" CMU	○
366" CMU	○
372" CMU	○
378" CMU	○
384" CMU	○
390" CMU	○
396" CMU	○
402" CMU	○
408" CMU	○
414" CMU	○
420" CMU	○
426" CMU	○
432" CMU	○
438" CMU	○
444" CMU	○
450" CMU	○
456" CMU	○
462" CMU	○
468" CMU	○
474" CMU	○
480" CMU	○
486" CMU	○
492" CMU	○
498" CMU	○
504" CMU	○
510" CMU	○
516" CMU	○
522" CMU	○
528" CMU	○
534" CMU	○
540" CMU	○
546" CMU	○
552" CMU	○
558" CMU	○
564" CMU	○
570" CMU	○
576" CMU	○
582" CMU	○
588" CMU	○
594" CMU	○
600" CMU	○
606" CMU	○
612" CMU	○
618" CMU	○
624" CMU	○
630" CMU	○
636" CMU	○
642" CMU	○
648" CMU	○
654" CMU	○
660" CMU	○
666" CMU	○
672" CMU	○
678" CMU	○
684" CMU	○
690" CMU	○
696" CMU	○
702" CMU	○
708" CMU	○
714" CMU	○
720" CMU	○
726" CMU	○
732" CMU	○
738" CMU	○
744" CMU	○
750" CMU	○
756" CMU	○
762" CMU	○
768" CMU	○
774" CMU	○
780" CMU	○
786" CMU	○
792" CMU	○
798" CMU	○
804" CMU	○
810" CMU	○
816" CMU	○
822" CMU	○
828" CMU	○
834" CMU	○
840" CMU	○
846" CMU	○
852" CMU	○
858" CMU	○
864" CMU	○
870" CMU	○
876" CMU	○
882" CMU	○
888" CMU	○
894" CMU	○
900" CMU	○
906" CMU	○
912" CMU	○
918" CMU	○
924" CMU	○
930" CMU	○
936" CMU	○
942" CMU	○
948" CMU	○
954" CMU	○
960" CMU	○
966" CMU	○
972" CMU	○
978" CMU	○
984" CMU	○
990" CMU	○
996" CMU	○
1002" CMU	○
1008" CMU	○
1014" CMU	○
1020" CMU	○
1026" CMU	○
1032" CMU	○
1038" CMU	○
1044" CMU	○
1050" CMU	○
1056" CMU	○
1062" CMU	○
1068" CMU	○
1074" CMU	○
1080" CMU	○
1086" CMU	○
1092" CMU	

Second Floor Plan (3rd and 4th Floors Similar) “Metro Place Apartments”

WALL TYPES

- 1. 1/2" Gypsum Board on 2x4 Studs
- 2. 1/2" Gypsum Board on 2x6 Studs
- 3. 1/2" Gypsum Board on 2x8 Studs
- 4. 1/2" Gypsum Board on 2x10 Studs
- 5. 1/2" Gypsum Board on 2x12 Studs
- 6. 1/2" Gypsum Board on 2x14 Studs
- 7. 1/2" Gypsum Board on 2x16 Studs
- 8. 1/2" Gypsum Board on 2x18 Studs
- 9. 1/2" Gypsum Board on 2x20 Studs
- 10. 1/2" Gypsum Board on 2x22 Studs
- 11. 1/2" Gypsum Board on 2x24 Studs
- 12. 1/2" Gypsum Board on 2x26 Studs
- 13. 1/2" Gypsum Board on 2x28 Studs
- 14. 1/2" Gypsum Board on 2x30 Studs
- 15. 1/2" Gypsum Board on 2x32 Studs
- 16. 1/2" Gypsum Board on 2x34 Studs
- 17. 1/2" Gypsum Board on 2x36 Studs
- 18. 1/2" Gypsum Board on 2x38 Studs
- 19. 1/2" Gypsum Board on 2x40 Studs
- 20. 1/2" Gypsum Board on 2x42 Studs
- 21. 1/2" Gypsum Board on 2x44 Studs
- 22. 1/2" Gypsum Board on 2x46 Studs
- 23. 1/2" Gypsum Board on 2x48 Studs
- 24. 1/2" Gypsum Board on 2x50 Studs
- 25. 1/2" Gypsum Board on 2x52 Studs
- 26. 1/2" Gypsum Board on 2x54 Studs
- 27. 1/2" Gypsum Board on 2x56 Studs
- 28. 1/2" Gypsum Board on 2x58 Studs
- 29. 1/2" Gypsum Board on 2x60 Studs
- 30. 1/2" Gypsum Board on 2x62 Studs
- 31. 1/2" Gypsum Board on 2x64 Studs
- 32. 1/2" Gypsum Board on 2x66 Studs
- 33. 1/2" Gypsum Board on 2x68 Studs
- 34. 1/2" Gypsum Board on 2x70 Studs
- 35. 1/2" Gypsum Board on 2x72 Studs
- 36. 1/2" Gypsum Board on 2x74 Studs
- 37. 1/2" Gypsum Board on 2x76 Studs
- 38. 1/2" Gypsum Board on 2x78 Studs
- 39. 1/2" Gypsum Board on 2x80 Studs
- 40. 1/2" Gypsum Board on 2x82 Studs
- 41. 1/2" Gypsum Board on 2x84 Studs
- 42. 1/2" Gypsum Board on 2x86 Studs
- 43. 1/2" Gypsum Board on 2x88 Studs
- 44. 1/2" Gypsum Board on 2x90 Studs
- 45. 1/2" Gypsum Board on 2x92 Studs
- 46. 1/2" Gypsum Board on 2x94 Studs
- 47. 1/2" Gypsum Board on 2x96 Studs
- 48. 1/2" Gypsum Board on 2x98 Studs
- 49. 1/2" Gypsum Board on 2x100 Studs
- 50. 1/2" Gypsum Board on 2x102 Studs
- 51. 1/2" Gypsum Board on 2x104 Studs
- 52. 1/2" Gypsum Board on 2x106 Studs
- 53. 1/2" Gypsum Board on 2x108 Studs
- 54. 1/2" Gypsum Board on 2x110 Studs
- 55. 1/2" Gypsum Board on 2x112 Studs
- 56. 1/2" Gypsum Board on 2x114 Studs
- 57. 1/2" Gypsum Board on 2x116 Studs
- 58. 1/2" Gypsum Board on 2x118 Studs
- 59. 1/2" Gypsum Board on 2x120 Studs
- 60. 1/2" Gypsum Board on 2x122 Studs
- 61. 1/2" Gypsum Board on 2x124 Studs
- 62. 1/2" Gypsum Board on 2x126 Studs
- 63. 1/2" Gypsum Board on 2x128 Studs
- 64. 1/2" Gypsum Board on 2x130 Studs
- 65. 1/2" Gypsum Board on 2x132 Studs
- 66. 1/2" Gypsum Board on 2x134 Studs
- 67. 1/2" Gypsum Board on 2x136 Studs
- 68. 1/2" Gypsum Board on 2x138 Studs
- 69. 1/2" Gypsum Board on 2x140 Studs
- 70. 1/2" Gypsum Board on 2x142 Studs
- 71. 1/2" Gypsum Board on 2x144 Studs
- 72. 1/2" Gypsum Board on 2x146 Studs
- 73. 1/2" Gypsum Board on 2x148 Studs
- 74. 1/2" Gypsum Board on 2x150 Studs
- 75. 1/2" Gypsum Board on 2x152 Studs
- 76. 1/2" Gypsum Board on 2x154 Studs
- 77. 1/2" Gypsum Board on 2x156 Studs
- 78. 1/2" Gypsum Board on 2x158 Studs
- 79. 1/2" Gypsum Board on 2x160 Studs
- 80. 1/2" Gypsum Board on 2x162 Studs
- 81. 1/2" Gypsum Board on 2x164 Studs
- 82. 1/2" Gypsum Board on 2x166 Studs
- 83. 1/2" Gypsum Board on 2x168 Studs
- 84. 1/2" Gypsum Board on 2x170 Studs
- 85. 1/2" Gypsum Board on 2x172 Studs
- 86. 1/2" Gypsum Board on 2x174 Studs
- 87. 1/2" Gypsum Board on 2x176 Studs
- 88. 1/2" Gypsum Board on 2x178 Studs
- 89. 1/2" Gypsum Board on 2x180 Studs
- 90. 1/2" Gypsum Board on 2x182 Studs
- 91. 1/2" Gypsum Board on 2x184 Studs
- 92. 1/2" Gypsum Board on 2x186 Studs
- 93. 1/2" Gypsum Board on 2x188 Studs
- 94. 1/2" Gypsum Board on 2x190 Studs
- 95. 1/2" Gypsum Board on 2x192 Studs
- 96. 1/2" Gypsum Board on 2x194 Studs
- 97. 1/2" Gypsum Board on 2x196 Studs
- 98. 1/2" Gypsum Board on 2x198 Studs
- 99. 1/2" Gypsum Board on 2x200 Studs
- 100. 1/2" Gypsum Board on 2x202 Studs
- 101. 1/2" Gypsum Board on 2x204 Studs
- 102. 1/2" Gypsum Board on 2x206 Studs
- 103. 1/2" Gypsum Board on 2x208 Studs
- 104. 1/2" Gypsum Board on 2x210 Studs
- 105. 1/2" Gypsum Board on 2x212 Studs
- 106. 1/2" Gypsum Board on 2x214 Studs
- 107. 1/2" Gypsum Board on 2x216 Studs
- 108. 1/2" Gypsum Board on 2x218 Studs
- 109. 1/2" Gypsum Board on 2x220 Studs
- 110. 1/2" Gypsum Board on 2x222 Studs
- 111. 1/2" Gypsum Board on 2x224 Studs
- 112. 1/2" Gypsum Board on 2x226 Studs
- 113. 1/2" Gypsum Board on 2x228 Studs
- 114. 1/2" Gypsum Board on 2x230 Studs
- 115. 1/2" Gypsum Board on 2x232 Studs
- 116. 1/2" Gypsum Board on 2x234 Studs
- 117. 1/2" Gypsum Board on 2x236 Studs
- 118. 1/2" Gypsum Board on 2x238 Studs
- 119. 1/2" Gypsum Board on 2x240 Studs
- 120. 1/2" Gypsum Board on 2x242 Studs
- 121. 1/2" Gypsum Board on 2x244 Studs
- 122. 1/2" Gypsum Board on 2x246 Studs
- 123. 1/2" Gypsum Board on 2x248 Studs
- 124. 1/2" Gypsum Board on 2x250 Studs
- 125. 1/2" Gypsum Board on 2x252 Studs
- 126. 1/2" Gypsum Board on 2x254 Studs
- 127. 1/2" Gypsum Board on 2x256 Studs
- 128. 1/2" Gypsum Board on 2x258 Studs

2. Project Summary Sheet. The below text shall replace the original content in the Plan as follows.

Project Name: Metro Park Place

Property Location: 301 W. Lenawee Street, Lansing, Michigan

Project Description: This Amendment No. 1 does not materially change the project from the originally planned project. With completed development plans and construction drawings, the Project now consists of a four-story mixed-use development totaling approximately 122,130 gross square-feet, including 145 loft apartment units and approximately 6,925 square feet of commercial and retail space on the ground level. For the sake of clarity, the below summary is an accurate description of the project.

Developer: Y Site, LLC

Developer Investment: Total capital investment has increased from \$20 million to an estimated \$25 million due to this project being completed under federal prevailing wage requirements and the dramatic rise in construction and labor costs. This is including \$2,770,500 of eligible brownfield activities.

Estimated Job Creation/Retention:

The project is expected to create 25 permanent, full-time jobs, with an average hourly wage of \$15.00. Numerous prevailing wage construction jobs will also be created.

Estimated Duration of Plan Capture:

12 years (2020 thru 2031).

Estimated Duration of Plan:

21 years (2011 thru 2031) estimated.

Property Taxes Generated by Project Over 12 Year Capture Period 2020 thru 2031:

(for the life of plan) **\$4,763,163 Property Taxes Paid**

Gain in Taxes

\$ 97,218	To Other Local Tax Units
\$ 86,149	To City of Lansing
\$ 1,011,620	To Lansing School Dist.
<u>\$ 390,434</u>	To State Education Tax
\$ 1,585,421	Total Revenue to Others

Taxes to LBRA

\$ 135,747	For LBRA Admin & Legal
\$ 271,494	For LBRA Revolving Fund
\$ 2,200,996	Local Taxes To Developer (Eligible Activities)
\$ 7,365	Local Taxes To LBRA (Eligible Activities)
\$ 557,505	Sch. Taxes To Developer (Eligible Activities)
<u>\$ 4,635</u>	Sch. Taxes To LBRA (Eligible Activities)
\$ 3,177,742	Total Capture - LBRA

Total Taxes **\$ 4,763,163**

3. Past Use of the Property – Site History. No changes.

4. Brownfield Project Description. The below text shall replace the original content in the Plan as follows.

Metro Place consists of a four-story mixed-use development totaling approximately 122,130 gross square-feet. Located three blocks south of the state capitol building, Metro Place is located in the heart of downtown Lansing. Currently, the site contains a vacant, obsolete ex-YMCA building and a small commercial structure which was originally used as a house. The vacant YMCA building, which was constructed in 1949, is in very poor condition. Renovation is not economically feasible. The building has been heavily vandalized resulting in destruction of the interior character. There is extensive water damage in the building on all floors, which has contributed to irreparable loss of previous amenities and finishes. Mold growth is prevalent throughout the building walls and ceilings. The lathe is exposed and rusted in many areas and the plaster surfaces are heavily damaged. The commercial structure (previously a house), which was constructed in 1876, has been renovated with alterations on the front exterior façade, windows, and additions to the north and west sides of the original structure. These renovations/alterations included adding exterior aluminum siding and changing the exterior facade. The interior has been renovated into a duplex with removal of the original plaster and lathe walls.

Construction activities are beginning in the third quarter of 2018, following closing on financing. The obsolete structures and other site improvements will be demolished upon full asbestos abatement, and the site will be prepared for construction. The new Metro Place development will have 145 loft apartment units (30 studio units, 69 1BR/1BA units, 29 2BR/1BA units, and 17 2BR/2BA units). Approximately 6,925 square feet of commercial and retail space will be located on the ground level, along with some of the apartments. 154 surface parking places will be available onsite. Supplemental parking will be available on adjacent streets. Metro Place is located just three blocks from the Capitol in Downtown Lansing, which is also a Traditional Commercial Center.



5. Developer Eligible Activities. The below text and tables shall replace the original content in the Plan as follows. Other than a realignment of eligible activities and costs, there is no change in the total amount of activities and costs supported from the originally adopted Plan. Additionally, there is no change in any proportionality of tax increment revenues used toward eligible activity costs, thus no further impact to any taxing jurisdiction beyond what was contemplated in the original Plan.

The “eligible activities” that are intended to be carried out at the Property are considered “eligible activities” as defined by Sec 2 of Act 381, because they include Department-Specific Activities (Baseline Environmental Assessment, due care, additional response), lead and asbestos abatement, demolition, infrastructure improvements, site preparation, preparation of a Brownfield Plan/Act 381 Work Plan (including amendments), and Brownfield Plan implementation.

A summary of the eligible activities and the estimated cost of each eligible activity intended to be paid for with Tax Increment Revenues from the Property are shown in the following tables (Tables 1a and 1b).

The Eligible Activities projected in this Plan may switch categories if onsite, offsite or Property conditions change. If conditions change, an eligible activity may fall under a different category so long as the Plan adjustments stay within the Environmental activity category and the Non-Environmental activity category because this Plan contemplates capture of state revenues for certain eligible activities. Adjustments between an Environmental activity category and a Non-Environmental activity category may occur on eligible activities reimbursed with local tax capture only revenues.

For Environmental Activities, the line item costs for any eligible activity may be adjusted with the approval of the Authority after the date the Plan is approved by the Authority and/or Governing Body, so long as the costs do not exceed the total combined costs of said activities plus a pro-rata contingency amount, to the extent that the adjustments do not violate the terms of any approved documents, such as a Reimbursement Agreement or Work Plan (if applicable), or Public Act 381 of 1996, as amended.

For Non-Environmental Activities, the line item costs for any eligible activity may be adjusted with the approval of the Authority after the date the Plan is approved by the Authority and/or Governing Body, so long as the costs do not exceed the total Non-Environmental costs plus a pro-rata contingency amount, to the extent that the adjustments do not violate the terms of any approved documents, such as a Reimbursement Agreement or Work Plan (if applicable), or Public Act 381 of 1996, as amended.

The Developer desires to be reimbursed for the costs of eligible activities. Tax increment revenue generated by the Property will be captured by the Authority and used to reimburse the cost of the eligible activities completed. Amendments to Act 381 that were signed in to law on December 28, 2012 to allow local units of government to approve reimbursement of eligible activities with tax increment revenues attributable to local taxes on any eligible activities conducted on eligible property or prospective eligible properties prior to approval of the Plan, if those costs and the eligible property are subsequently included in an approved Plan. In the event that eligible activities are performed prior to Plan approval, approved eligible activity costs will be reimbursable in accordance with Act 381. Furthermore, certain costs in this Plan are subject to approval by the MDEQ and MSF (through the MEDC) for the use of state tax increment revenues. The MDEQ and MSF/MEDC may adjust specific eligible activities amongst environmental and non-environmental eligible activities in accordance with state policy and guidance. Changes made between environmental and non-environmental eligible activities will be reflected in the Act 381 Work Plan. These adjustments made by the state agencies are allowed and do not change the validity of this Plan, so long as the Grand

Total of eligible activity costs identified are not exceed. Any costs not authorized by the MDEQ or MSF/MEDC will become reimbursable costs with captured local-only tax increment revenues from locally levied millages, if available.

In accordance with this Plan and the associated Reimbursement Agreement (the “Agreement”) with the Authority, the amount advanced by the Developer will be repaid by the Authority solely from the tax increment revenues realized from the Eligible Property. Further use of tax increment revenues generated by this Project will be governed by the Agreement.

The costs listed in the tables are estimated costs and may increase or decrease depending on the nature and extent of the actual 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 of the Authority from the Property shall be governed by the terms of the 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 Agreement.

To summarize, if the Plan amendment is adopted as proposed, Developer reimbursement shall remain at the original Plan’s capped amount not to exceed \$2,758,501 on the actual costs of the eligible activities incurred by the Developer.

Table 1a - Itemized Eligible Activities	Eligible Activity Amount Supported in Brownfield Plan Amendment No.1	Local Tax Capture	State School Tax Capture	Local Tax Capture Only
		61.38%	38.62%	100.00%
DEQ Eligible Activities				
Department-Specific Activities				
DEQ Environmental Eligible Activities Total	\$ 725,886	\$ 33,759	\$ 21,241	\$ 670,886
MSF Eligible Activities				
Demolition Activities	\$ 609,000	\$ 233,858	\$ 147,142	\$ 228,000
Lead and Asbestos Abatement Activities	\$ 369,000	\$ 226,492	\$ 142,508	\$ -
Infrastructure Improvements Activities (Private)	\$ 178,210	\$ -	\$ -	\$ 178,210
Infrastructure Improvements Activities (Public)	\$ 262,405	\$ 59,232	\$ 37,268	\$ 165,905
Site Preparation Activities	\$ 554,000	\$ 340,045	\$ 213,955	\$ -
MSF Non-Environmental Eligible Activities Total	\$ 1,972,615	\$ 859,627	\$ 540,873	\$ 572,115
Sub Total: EAs	\$ 2,698,501	\$ 893,386	\$ 562,114	\$ 1,243,001
Brownfield Plan & Work Plan Preparation	\$ 60,000	\$ -	\$ -	\$ 60,000
Total Developer Administration: Brownfield Plan & Work Plan Preparation	\$ 60,000	\$ -	\$ -	\$ 60,000
Sub Total: EAs + Developer Administration	\$ 2,758,501	\$ 893,386	\$ 562,114	\$ 1,303,001
Brownfield Redevelopment Authority (BRA) Administration	\$ 135,747	\$ -	\$ -	\$ 135,747
BRA Brownfield Plan & Work Plan Implementation (to BRA)	\$ 12,000	\$ 7,366	\$ 4,634	\$ -
BRA Local Brownfield Revolving Fund (LBRF)	\$ 271,494	\$ -	\$ -	\$ 271,494
Total BRA : BRA Administration + BRA Brownfield Plan & Work Plan Implementation + LBRF	\$ 419,241	\$ 7,366	\$ 4,634	\$ 407,241
Sub Total: EAs + Developer Administration + Total BRA	\$ 3,177,742	\$ 900,752	\$ 566,749	\$ 1,710,242
GRAND TOTAL: EAs + Developer Administration + Total BRA	\$ 3,177,742	\$ 900,752	\$ 566,749	\$ 1,710,242

Table 1b - Summary of Eligible Activities	Eligible Activity Amount Supported in Brownfield Plan Amendment No.1
Total Local Taxes to Developer for Eligible Activities	\$ 2,196,387
Total Local Tax Capture for Eligible Activities	\$ 2,196,387
Total Local Taxes to BRA Administration	\$ 135,747
Total Local Taxes to BRA Brownfield Plan & Work Plan Implementation	\$ 7,366
Total Local Taxes to BRA Local Brownfield Revolving Fund (LBRF)	\$ 271,494
Total Local Tax Capture to BRA	\$ 414,607
Total School Taxes to Developer for Eligible Activities	\$ 562,114
Total School Tax Capture for Eligible Activities	\$ 562,114
Total School Taxes to BRA Brownfield Plan & Work Plan Implementation	\$ 4,634
Total School Tax Capture to BRA	\$ 4,634
Total Capture by Brownfield Redevelopment Authority (BRA)	\$ 419,241
Total Capture for Developer	\$ 2,758,501
GRAND TOTAL	\$ 3,177,742

6. Captured Taxable Value and Tax Increment Revenues. The below text and table shall replace the original content in the Plan as follows.

The LBRA is expected to capture the tax increment revenues from 2020 through 2031 which will be generated by the increase in taxable to reimburse the Developer for the costs of eligible activities under this Plan in accordance with the Reimbursement Agreement. Due to the Project's delay in the start of construction, the duration of the Plan amendment is longer than the originally adopted Plan. However, there are no additional capture years of tax increment revenue for eligible activity costs beyond the original Plan's 12-year commitment.

The captured incremental taxable value and associated tax increment revenue will be based on the actual increased taxable value from all taxable improvements on the Property set through the property assessment process by the local unit of government and equalized by the County(s). 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 amendment will be based on the actual millage levied

annually by each taxing jurisdiction on the increase in tax value resulting from the redevelopment project that is eligible and approved for capture. The New Developer is eligible to apply for State of Michigan for Brownfield Michigan Business Tax Credits.

The following table provides a summary of the anticipated taxable value and the tax increment revenue which it will provide:

Table 2:		
Tax Year	Incremental Tax Value	Tax Increment Revenue
2011 – Base Year	\$0	\$0
2012	\$0	\$0
2013	\$0	\$0
2014	\$0	\$0
2015	\$0	\$0
2016 – Tax Pass-Through Year (Beginning Date of Capture)	\$0	\$0
2017 – Tax Pass-Through Year	\$0	\$0
2018 – Tax Pass-Through Year	\$0	\$0
2019 – Tax Pass-Through Year	\$0	\$0
2020	\$2,000,000	\$123,900
2021	\$6,000,000	\$371,701
2022	\$6,060,000	\$375,418
2023	\$6,120,600	\$379,172
2024	\$6,181,806	\$314,350
2025	\$6,243,624	\$237,407
2026	\$6,306,060	\$239,781
2027	\$6,369,121	\$242,179
2028	\$6,432,812	\$244,601
2029	\$6,497,140	\$247,047
2030	\$6,562,112	\$249,517
2031	\$6,627,733	\$152,670
Total		\$3,177,742

7. Method of Brownfield Plan Financing. The below text shall replace the original content in the Plan as follows.

The Developer will be reimbursed for eligible costs as listed in Tables 1a and 1b. The current estimated amount of capture used to reimburse the Developer is \$2,758,501. Additionally, the LBRA is not obligated to reimburse the Developer for more than \$2,758,501 of total Eligible Activities during the life of this Plan. The LBRA is not obligated to reimburse any Eligible Activities performed after December 16, 2020. The specific date to complete eligible activities was selected to aligned with the approved February 27, 2018 Michigan Strategic Fund Act 381 Work Plan approval for eligible activities obtained under MSF Resolution 2018-034.

The LBRA will provide financing for its costs to implement and administer the Plan, as amended, by utilizing 5% of the new local taxes captured per year for the duration of the Plan. This expense is noted in Tables 1a and 1b above. No portion of captured school taxes will be used for LBRA administration costs. The LBRA will also deposit up to \$271,494 in local captured taxes into its Local Site Remediation Revolving Fund (LSRRF) now called a Local Brownfield Revolving Fund (LBRF).

8. Amount of Note or Bonded Indebtedness Incurred. No changes.

9. Duration of the Brownfield Plan. The below text shall replace the original content in the Plan as follows.

Unless amended by the Lansing City Council, the Plan is anticipated to remain in effect until all approved activities in this Plan amendment are covered or until the end of the year 2031, whichever occurs first.

10. Estimated Impact on Taxing Jurisdictions. No changes.

There is no change in any proportionality of tax increment revenues used toward eligible activity costs, thus no further impact to any taxing jurisdiction beyond what was contemplated in the original Plan. Additional information related to the impact of tax increment financing on the various taxing jurisdictions is presented in Schedule 1 attached to this Plan amendment.

11. Legal Description & Site Map. No changes.

12. Personal Property. No changes.

13. Displacement of Persons. No changes.

14. LBRA Revolving Fund. No changes.

15. Other Information. No changes.

ATTACHMENTS

Schedule 1

Detailed Financial Numbers

Revised per attached dated October 1, 2018.

Schedule 1 - Detailed Financial Numbers - Metro Place Brownfield Plan #54 Amendment No.1 (revised October 1, 2018)

Estimated Project Numbers										
1	2	3	4	5	6	7	8	9	10	
	Existing Real Prop. Tax Value	Additional Real Prop. TV Capture	Taxes to Tax Units	Captured Local Taxes to LBRA Adm.	Captured Local Taxes to LBRA Fund	Captured School Taxes to LBRA & Developer	Extra Sch. Taxes to Schools and State	Captured Local Taxes to LBRA & Developer	Total Captured Taxes	
Current Base Tax Value	\$500,000									
Total New Personal Property Investment	\$520,000									
Total Real Property Investment	\$15,059,078									
Total Project Investment	\$15,579,078									
	2011-2019	\$500,000	\$0	\$32,115	\$0	\$0	\$0	\$0	\$32,115	
	2020	\$300,000	\$2,000,000	\$23,827	\$3,802	\$7,605	\$0	\$64,641	\$123,900	
	2021	\$303,000	\$6,000,000	\$33,135	\$11,407	\$22,814	\$0	\$193,922	\$371,701	
	2022	\$306,030	\$6,060,000	\$33,466	\$11,521	\$23,042	\$0	\$195,861	\$375,418	
	2023	\$309,090	\$6,120,600	\$33,801	\$11,636	\$23,273	\$0	\$197,820	\$379,172	
	2024	\$312,181	\$6,181,806	\$34,139	\$11,753	\$23,506	\$68,613	\$199,798	\$314,350	
	2025	\$315,303	\$6,243,624	\$34,480	\$11,870	\$23,741	\$0	\$201,796	\$327,407	
	2026	\$318,456	\$6,306,060	\$34,825	\$11,989	\$23,978	\$0	\$203,814	\$329,486	
	2027	\$321,641	\$6,369,121	\$35,173	\$12,109	\$24,218	\$0	\$205,852	\$329,741	
	2028	\$324,857	\$6,432,812	\$35,525	\$12,230	\$24,460	\$0	\$207,911	\$324,601	
	2029	\$328,106	\$6,497,140	\$35,880	\$12,352	\$24,705	\$0	\$209,990	\$328,379	
	2030	\$331,387	\$6,562,112	\$36,239	\$12,476	\$24,952	\$0	\$212,090	\$328,517	
	2031	\$334,701	\$6,627,733	\$36,601	\$12,601	\$25,201	\$158,576	\$114,868	\$347,848	
Yrly Real Prop. Appreciation Rate	1%			\$439,206	\$135,747	\$271,494	\$1,146,216	\$2,208,361	\$3,177,742	
						\$552,139			\$4,763,163	

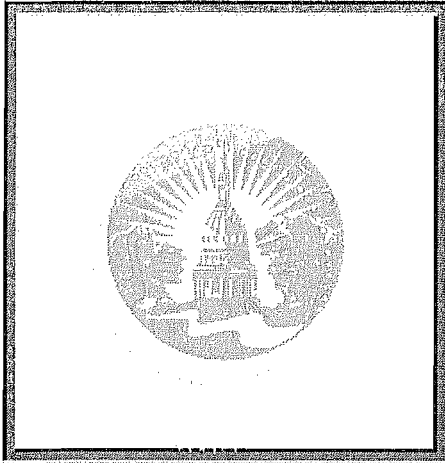
11	12	13	14	15	16	17	18	19	20
		Millage	Taxes to	Captured Local Taxes to LBRA	Captured Local Taxes to LBRA	Captured School Taxes to LBRA & Developer	Extra Sch. Taxes to Schools	Captured Local Taxes to	Total Captured Taxes
% of New Local Taxes Captured	100.0%								
% of New Sch. Taxes Captured	100.0%								
% of Local Cap to Developer	85.0%								
% of Sch Tax Cap to Developer	100.0%								
% of Local Cap to LBRA Adm.	5.0%								
% of Sch Tax Cap to LBRA Adm.	0.0%								
% of Local Cap to LBRA Fund	10.0%								
% of Sch Tax Cap to LBRA Fund	0.0%								
Total Taxes to Local Taxing Units	\$97,218								
Total Taxes to City of Lansing	\$86,149								
Total Taxes to Lansing Schools	\$1,011,620								
Total School Taxes to State	\$390,434								
Taxes to Others	\$1,585,421								
Local Taxes to LBRA Admin	\$135,747								
Local Taxes to LBRA Revolving Fund	\$271,494								
Local Taxes to Reimburse Eligible Activities (Developer)	\$2,201,996								
Local Taxes to Reimburse Eligible Activities (LBRA)	\$7,365								
School Taxes to Reimburse Eligible Activities (Developer)	\$557,505								
School Taxes to Reimburse Eligible Activities (LBRA)	\$4,635								
Total Taxes Captured by LBRA	\$3,177,742								
Total Taxes Generated	\$4,763,163								

EXHIBIT A: Legal Descriptions of the Properties

No changes.

EXHIBIT B: Original Brownfield Plan #54

I, CHRIS SWOPE, CITY CLERK of the City of Lansing, Michigan, do hereby certify that I have compared the annexed copy of Resolution #2011-190, Approval of Brownfield Redevelopment Plan #54; 301 W. Lenawee St., Reutter Park Place, demolition of the existing structure to construct an estimated 228 unit loft/residential building with 228 parking spaces, which was Adopted on June 13, 2011 with the original now on file in my office, and that it is a correct copy thereof, and of the whole of such original.



SEAL

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Lansing this 14th day of June, 2011

A handwritten signature in cursive script, reading "Chris Swope", is written over a horizontal line.

CHRIS SWOPE, City Clerk

RESOLUTION #2011-190
BY THE DEVELOPMENT AND PLANNING COMMITTEE
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING
RESOLUTION APPROVING
BROWNFIELD PLAN #54 – REUTTER PARK PLACE BROWNFIELD
REDEVELOPMENT PLAN

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 #54 – Reutter Park Place Brownfield Redevelopment Plan (the 'Plan'); and

WHEREAS, a public hearing was held by the Lansing City Council on June 13, 2011 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 the June 13, 2011, reviewed testimony and evidence regarding the Plan, and found that:

1. the Project Property was historically used for office and health facilities,
2. the Plan provides for the reimbursement of costs attributable to eligible activities to the developer and the Authority,
3. the Project includes, in addition to the eligible activities identified in the Plan, the redevelopment of the property,
4. the Project may result in new private investment of approximately \$20,000,000,
5. 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 activities they perform, in accordance with the Plan,

WHEREAS, the Authority Board of Directors, at its meeting on May 6, 2001, 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:

1. The Plan constitutes a public purpose under the Act;
2. The Plan meets all of the requirements for a Brownfield Plan set forth in Section 13 of the Act;
3. 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;
4. The costs of the eligible activities proposed in the Plan are reasonable and necessary to carry out the purposes of the Act; and
5. 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 #54 – Reutter Park Place Brownfield Redevelopment Plan'.

***Lansing Brownfield
Redevelopment Authority***



**Reutter Park Place
Brownfield Redevelopment Plan**

301 W. Lenawee Street
Lansing, Michigan

Brownfield Plan #54

Brownfield Redevelopment Authority
Lansing, Michigan

Approved by the LBRA – May 6, 2011
Approved by the Lansing City Council – June 13, 2011

Table of Contents

<u>Section</u>	<u>Page</u>
1. Site Location	2
2. Project Summary Sheet.....	3
3. Past Use of the Property - Site History.....	4
4. Brownfield Project Description	4
5. Developer Eligible Activities.....	5
6. Captured Taxable Value & Tax Increment Revenues	6
7. Method of Brownfield Plan Financing	6
8. Amount of Note or Bonded Indebtedness Incurred	7
9. Duration of the Brownfield Plan.....	7
10. Estimated Impact on Taxing Jurisdictions.....	7
11. Legal Description & Site Map	8
12. Personal Property	8
13. Displacement of Persons.....	8
14. Site Remediation Revolving Fund	8
15. Other Information	8

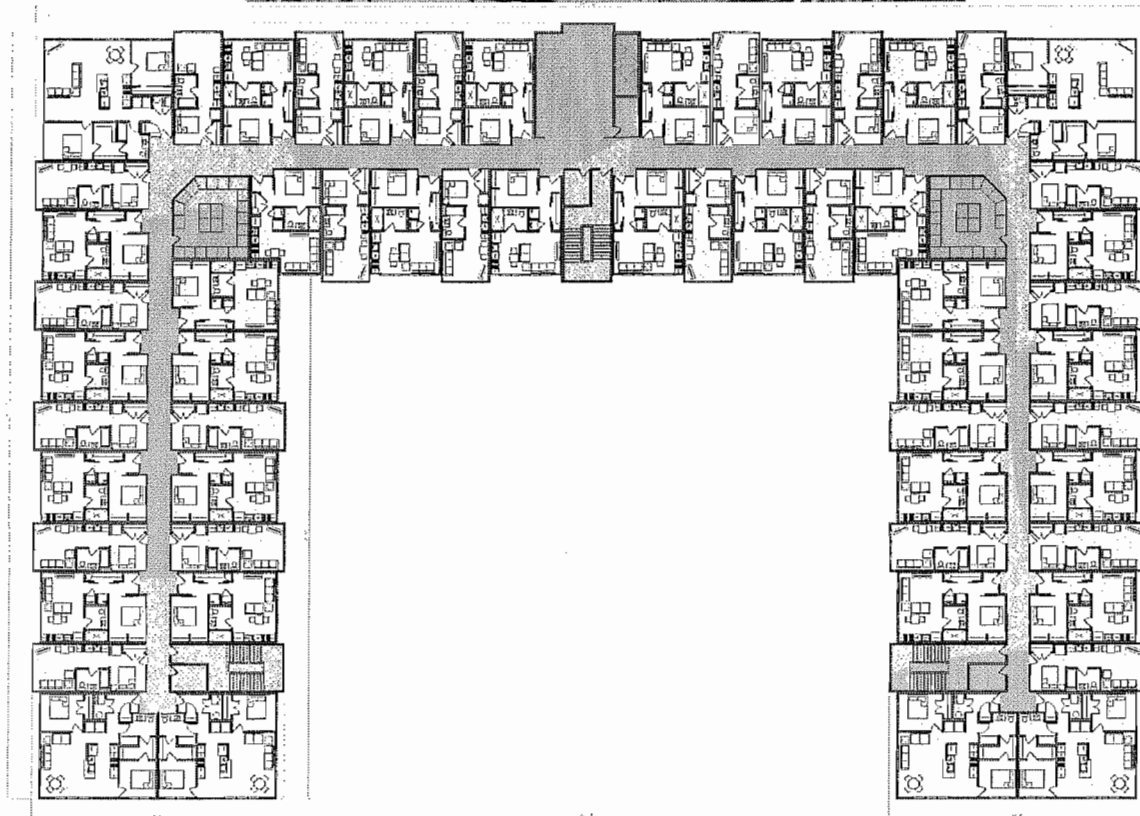
Schedule

Schedule 1 Detailed Financial Numbers

Exhibit

Exhibit A Legal Description of the Property

1. Site Location & Floor Plan



NORTH
FIRST THRU FOURTH FLOORS

2. Project Summary Sheet

Project Name: Reutter Park Place

Property Location: 301 W. Lenawee Street, Lansing, Michigan

Project Description: The project will begin with the demolition of the existing structure, removal of debris and cleanup of the site. The second phase will be the construction of an estimated 228 unit loft/residential building with parking. Total square feet should be 151,400 for the building and 37,000 for the parking garage facilities.

Developer: Y Site, LLC

Developer Investment: Approximately \$15,579,078 including \$2,770,500 of eligible brownfield activities. Total project cost with value of property is approximately \$20 million.

Estimated Job Creation/Retention: It is estimated that there will be 30 construction jobs

Duration of Plan: Estimated to be 12 years.

Property Taxes Generated By Project Over 12 Years 2012 to 2023:

(for the life of plan)	\$4,763,163	Property Taxes Paid
Gain in Taxes	\$ 97,218	To Other Local Tax Units
	\$ 86,149	To City of Lansing
	\$ 1,011,620	To Lansing School Dist.
	\$ 390,434	To State Education Tax
	\$ 1,585,421	Total Revenue to Others
Taxes to LBRA	\$ 135,747	For LBRA Admin & Legal
	\$ 271,494	For LBRA Revolving Fund
	\$ 2,200,996	Local Taxes To Developer (Eligible Activities)
	\$ 7,365	Local Taxes To LBRA (Eligible Activities)
	\$ 557,505	Sch. Taxes To Developer (Eligible Activities)
	\$ 4,635	Sch. Taxes To LBRA (Eligible Activities)
	\$ 3,177,742	Total Capture – LBRA
Total Taxes	\$ 4,763,163	

3. Past Use of the Property - Site History

The 93,714 square foot brownfield building was built in 1951 and housed the Downtown YMCA until 2002. The building has been vacant for almost 10 years. Based upon prior environmental assessments of soil and groundwater performed by AKT Peerless Environmental Services on behalf of the LBRA, the Property is a “facility” in accordance with Part 201 of the Michigan Natural Resources and Environmental Protection Act, 1994 Mich. Pub. Act 451, as amended (“Part 201”). As a facility, the Property is eligible for redevelopment incentives from Lansing’s Brownfield Redevelopment Authority.



4. Brownfield Project Description

The project will begin with the demolition of the existing structure, removal of debris and cleanup of the site. The second phase will be the construction of an estimated 228 unit loft/residential building with 228 parking spaces. The developer also plans to include some office space, a coffee shop and small market or grocery store. Total square feet will be 151,400 for the building and 37,000 for the parking facilities.



5. Developer Eligible Activities

Table 1: Eligible Activities Reutter Park Place	Eligible Activity	Portion Reimbursed by Local Tax Capture	Portion Reimbursed by MEGA Sch. Tax Capture	Portion Reimbursed by MDNRE Sch. Tax Capture
1. LBRA Envir. Costs	\$12,000	\$7,365		\$4,635
2. Developer Envir. Costs	\$43,000	\$26,393		\$16,607
Totals Environmental	\$55,000	\$33,758		\$21,242
3. Infrastructure General	\$96,500	\$59,230	\$37,270	
4. Infrastructure Parking/Paving	\$1,315,000	\$1,315,000		
5. Demo., Lead and Asbestos	\$750,000	\$460,337	\$289,663	
6. Site Preparation	\$554,000	\$340,036	\$213,964	
Totals Non Environmental	\$2,715,500	\$2,174,603	\$540,897	
7. LBRA Admin & Legal	\$135,747	\$135,747		
8. LBRA Revolving Fund	\$271,494	\$271,494		
Totals LBRA Other	\$407,242	\$407,242		
Total Capture	\$3,177,742	\$2,615,602	\$540,897	\$21,242
Local Taxes to Developer E.A.	\$2,200,995			
Local Taxes to LBRA E.A.	\$7,365			
Total Eligible Activities	\$2,208,361			
Local Taxes to Adm & Legal	\$135,747			
Local Taxes to Revol Fund	\$271,494			
Total Local Taxes to LBRA	\$407,242			
Sch. Taxes to Developer E.A.	\$557,505			
Sch. Taxes to LBRA E.A.	\$4,635			
Total School Tax Capture	\$562,139			
Total Capture by LBRA	\$3,177,742			

6. Captured Taxable Value and Tax Increment Revenues

The LBRA is expected to capture the tax increment revenues from 2012 through 2023 which will be generated by the increase in taxable value. The following table provides a summary of the anticipated taxable value and the tax increment revenue which it will provide:

Table 2:		
Tax Year	Incremental Tax Value	Tax Increment Revenue
2011	\$0	\$0
2012	\$2,000,000	\$123,900
2013	\$6,000,000	\$371,701
2014	\$6,060,000	\$375,418
2015	\$6,120,600	\$379,172
2016	\$6,181,806	\$314,350
2017	\$6,243,624	\$237,407
2018	\$6,306,060	\$239,781
2019	\$6,369,121	\$242,179
2020	\$6,432,812	\$244,601
2021	\$6,497,140	\$247,047
2022	\$6,562,112	\$249,517
2023	\$6,627,733	\$152,670
Total		\$3,177,742

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 taxing jurisdiction on the increase in tax value resulting from the redevelopment project that is eligible and approved for capture. The New Developer may be eligible to apply for State of Michigan for Brownfield Michigan Business Tax credits.

7. Method of Brownfield Plan Financing

The Developer will be reimbursed for eligible costs as listed in Table 1. The current estimated amount of capture used to reimburse the Developer is \$2,758,501. Additionally, the LBRA is not obligated to reimburse the Developer for more than \$2,758,501 of total Eligible Activities during the life of this Plan. The LBRA is not obligated to reimburse any Eligible Activities performed or conducted on the project site after December 31, 2013.

The LBRA will provide financing for its costs to implement and administer the Plan by utilizing

5% of the new local taxes captured per year for the duration of the Plan. This expense is noted in Table 1 above. No portion of captured school taxes will be used for LBRA administration costs. The LBRA will also deposit up to \$271,494 in local captured taxes into its Revolving Fund.

8. Amount of Note or Bonded Indebtedness Incurred

The LBRA will not incur a note or bonded indebtedness for this brownfield project.

9. 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 2023, whichever occurs first.

10. 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.

Table 3:			
Taxing Unit	Taxes Captured	Total Taxes Paid	Taxes to Taxing Units from Project
City of Lansing	\$1,062,092.71	\$1,128,558.07	\$66,465.35
Lansing Comm. College	\$261,891.15	\$278,280.20	\$16,389.05
Ingham Inter. Sch. Dist.	\$323,002.75	\$343,216.14	\$20,213.39
Ingham County	\$580,663.42	\$617,001.11	\$36,337.69
Airport	\$48,083.08	\$51,092.10	\$3,009.02
CATA	\$204,356.54	\$217,145.10	\$12,788.55
Cap. Area Dist. Library	\$107,309.89	\$114,025.30	\$6,715.41
Potter Park Zoo	\$28,203.24	\$29,968.19	\$1,764.95
City of Lansing Debt	\$0.00	\$19,683.50	\$19,683.50
Lansing Sch. Dist Debt	\$0.00	\$152,842.36	\$152,842.36
Lansing Sch. Dist Opr.	\$421,170.92	\$1,357,116.58	\$935,945.65
State Education Tax	\$140,968.28	\$454,234.55	\$313,266.28
Totals	\$3,177,741.99	\$4,763,163.19	\$1,585,421.20

Additional information related to the impact of tax increment financing on the various taxing jurisdictions is presented in Schedule 1 attached to this Plan.

11. Legal Description & Site Map

The legal description of the Eligible Property is provided as Exhibit A. A Site Map is provided on page 1.

12. Personal Property

Incremental tax revenues resulting from new personal property will be captured if available. Any such funds will be used to reimburse the LBRA and Developer for eligible activities.

13. Displacement of Persons

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

14. LBRA Revolving Fund

The LBRA will deposit the equivalent of five years annual local tax capture in the LBRA's Revolving Fund as permitted by Act 381 of 1996, as amended ("the Act"). The funds will be used in a manner consistent with the requirements of the Act.

15. 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.

EXHIBIT A: Legal Description of the Properties

LEGAL DESCRIPTION

Parcel Number: 33-01-01-16-379-083

LOTS 1 THRU 4 & 9 THRU 12; BLOCK 147 ORIG PLAT

And,

Parcel Number: 33-01-01-16-379-061

E 7 R LOT 5 & W 3 R OF N 3 R LOT 5 BLOCK 147 ORIG PLAT



AGREEMENT IN CONSIDERATION OF DEVELOPMENT INCENTIVES

THIS AGREEMENT in Consideration of Development Incentives ("Agreement") is made and entered this 30 day of October, 2014 by and between the City of Lansing, Michigan, a Michigan municipal corporation ("City"), and Y-Site, LLC, a Michigan Corporation ("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: Y-Site Brownfield Redevelopment Plan #54

Business Name of Applicant (*if applicable*): Y-Site, LLC

Name of Parent Company (*if applicable*): NA

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

Julie Lawton-Essa	51.0%
Rich E. Feaster	31.5%
John Jimmerson	10.0 %
Joseph R. Grzegorzcyk	7.50%

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

Brownfield Plan	12 Years
-----------------	----------

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

MEDC CRP Funding – Estimated at \$3,158,458
MEDC MBT Credit - \$1,125,000
LBRA EPA Loan - \$530,000

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):*

Prudential Huntoon Paige

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

0 FTE

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

\$ 21,000,000

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

\$ NA

**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)

NJE

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.

NJE

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.

NJE

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.

NJE

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

NJE

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

NJE

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: \$ 8891.78

Estimated total revenue to the City upon Project Completion: NA

Estimated total value of City Incentive(s): \$ 88,508

Estimated total new net revenue to the City: NA

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

This project will demolish a dilapidated and contaminated building and replace it with a great mixed use development in downtown Lansing.

Project Timeline: October 1, 2014 to December 31, 2016

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 [insert project description] ("Project"). The Project is expected to hire at least 0 or retain at least 0 new full-time equivalent employees (FTE) and requiring a total investment in real property of at least \$21,000,000 and/or personal property of at least \$0, 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 Act 381 of 1996 (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 301 W. Lenawee (“Project Area”) and legally described as follows:

Parcel Number: 33-01-01-16-379-083; LOTS 1 THRU 4 & 9 THRU 12; BLOCK 147 ORIG PLAT, and, Parcel Number: 33-01-01-16-379-061; E 7 R LOT 5 & W 3 R OF N 3 R LOT 5 BLOCK 147 ORIG PLAT

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 October 1, 2014 and ends December 31, 2016.

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 0 new, permanent full-time equivalent employees (FTE) and/or retain at least 0 full-time equivalent employees (FTE).
2. Purchase and/or locate within the Project Area, personal property with a fair market value of at least \$ 0. This personal property may not be moved to the Project Area from another location within the City of Lansing.
3. Make at least \$ 16,000,000 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 December 31, 2016.

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. 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") 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.

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 are 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

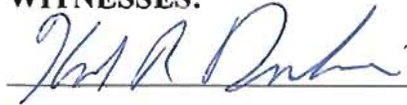
This Agreement terminates upon 2023, or upon the written agreement of the Parties.

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.

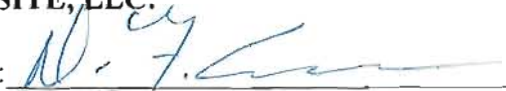
WITNESSES:







Y-SITE, LLC:

By: 
Daniel F. Essa

Its: _____
Agent

CITY OF LANSING:

By: 
Virg Bernero

Its: Mayor

**LANSING ECONOMIC
DEVELOPMENT CORPORATION:**

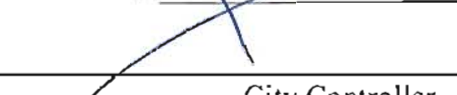
By: 
Robert L. Trezise, Jr.

Its: President and CEO

Approved as to form:


Janene McIntyre
City Attorney

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


City Controller

[END OF AGREEMENT TEMPLATE]

First Amendment to the Agreement in Consideration of Development Incentives

This First Amendment ("First Amendment") to a certain Agreement in Consideration of Development Incentives dated October 30, 2014 ("Agreement") is made and entered into this 12th day of June between the City of Lansing, a Michigan Municipal Corporation (the "City"), and Y SITE, LLC, a Michigan Limited Liability Company ("Applicant").

WHEREAS, Section IV. C. of the Agreement states that the Project Timeframe ends December 31, 2016; and

WHEREAS, Section IV. D. 6. of the Agreement states that the Project Completion must be performed by December 31, 2016; and

WHEREAS the City and Applicant, in recognition of construction delays, wish to mutually extend the Project Timeline and Project Completion in the Agreement.

NOW THEREFORE the City and Applicant agree as follows:

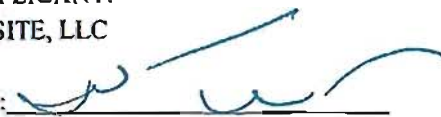
1. **Extension of Project Timeframe**. The Project Timeframe end date in Section IV. C., previously agreed to be December 31, 2016, shall now be March 31, 2020.
2. **Extension of Projection Completion Date**. The Project Completion date in Section IV. D. 6., previously agreed to be December 31, 2016, shall now be March 31, 2020.
3. **No Other Changes**. Except as otherwise expressly provided in this First Amendment, all of the other terms and Conditions of the Agreement remain unchanged and in full force and effect.
4. **Defined Terms**. Capitalized terms not otherwise defined in this First Amendment, have the meanings ascribed to them in the Agreement.
5. **Counter Part Signatures**. This First Amendment may be signed electronically or in counterparts and each electronic signature and/or counterpart shall be enforceable as though it is an originally signed signature page to this First Amendment.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to the Agreement in Consideration of Development Incentives be duly executed as of the date first written above.

Dated: 06-12, 2018

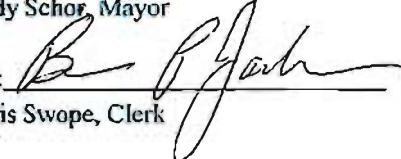
APPLICANT:
Y-SITE, LLC

BY: 
Julie Lawton-Essa, Member

Dated 6/12, 2018

CITY:
CITY OF LANSING

BY: 
Andy Schor, Mayor

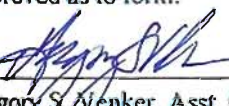
BY: 
Chris Swope, Clerk

Dated 6/12, 2018

LANSING ECONOMIC
DEVELOPMENT CORPORATION:

BY: 
Karl R. Dorshimer, Representative

Approved as to form:

BY:  PB1760
Gregory S. Venker, Asst. City Attorney

Proposed Approval Schedule
Amended Brownfield Plan #54 –
Metro Place Park Brownfield Redevelopment Project

Oct 5	Plan Approved by LBRA Board
Oct 18	Plan and supporting documents sent to Mayor's Office
Oct 22	Received and referred to Committee by the City Council
Nov 5 (4:00 pm)	Development and Planning Committee approves Public Hearing Request
Nov 5 (7:00 pm)	City Council sets Public Hearing for November 19
Nov 19 (7:00 pm)	Public Hearing held at Council meeting
Nov 26 (6:00 pm)	Development and Planning Committee approves Brownfield Plan (Special Meeting)
Nov 26 (7:00 pm)	Council Approves Brownfield Plan

Lansing Economic Development Corporation (LEDC)

Lansing City Treasurer Approval Form

Business & Property

ATTENTION: Tammy Good

Name: Dan Essa and Julie Lawton Essa

Business Name: Y SITE, LLC

Property Address: 301 W. Lenawee St.

FEIN#: _____

Parcel #: Parcel Number: 33-01-01-16-379-083; Number: 33-01-01-16-379-061;

Type of Service: Brownfield Plan Amendment

LEAP Contact: Karl Dorshimer

Email: karl@purelansing.com

Phone: 517-243-3512

Due Date: ASAP

Delinquent Income Taxes:

☐ Yes

☒ No

Delinquent Real Property Taxes:

☐ Yes

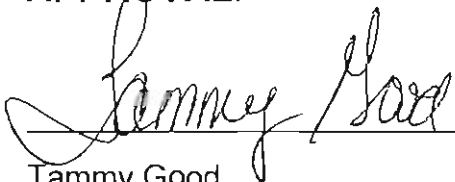
☒ No

Delinquent Personal Property Taxes:

☐ Yes

☒ No

APPROVAL:



Tammy Good
City of Lansing Treasurer's Office
124 W. Michigan Avenue
Lansing MI 48933
Fax: (517) 483-6084

10/30/18

Date

Phone: (517) 483-4121

City of Lansing
Notice of Public Hearing

The Lansing City Council will hold a public hearing on November 19, 2018 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 #54 – Metro Place Park Brownfield 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 301 West Lenawee located in the City of Lansing, but more particularly described as:

Parcel Number: 33-01-01-16-379-083; LOTS 1 THRU 4 & 9 THRU 12; BLOCK 147 ORIG PLAT, and, Parcel Number: 33-01-01-16-379-061; E 7 R LOT 5 & W 3 R OF N 3 R LOT 5 BLOCK 147 ORIG PLAT.

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.

If you are interested in this matter, please attend the public hearing or send a representative. Written comments will be accepted between 8 a.m. and 5 p.m. on City business days if received before 5 p.m., on the day of the Public Hearing at the City Clerk's Office, Ninth Floor, City Hall, 124 West Michigan Ave., Lansing, MI 48933 or email city.clerk@lansingmi.gov.

Chris Swope, Lansing City Clerk, MMC/CMMC
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
AMENDED BROWNFIELD PLAN #54
METRO PLACE PARK BROWNFIELD 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 301 West Lenawee 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; and

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 November 19, 2018 at 7:00 p.m. on Amended Brownfield Plan #54 – Metro Place Park Brownfield Redevelopment Project under the Brownfield Redevelopment Financing Act, for property more particularly described as:

Parcel Number: 33-01-01-16-379-083; LOTS 1 THRU 4 & 9 THRU 12; BLOCK 147 ORIG PLAT, and, Parcel Number: 33-01-01-16-379-061; E 7 R LOT 5 & W 3 R OF N 3 R LOT 5 BLOCK 147 ORIG PLAT.

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 #54 – Metro Place Park Brownfield Redevelopment Project and the scheduled public hearing.

ephelzer@msn.com

From: Cory <cmuzzy@oakcc.net>
Sent: Monday, November 5, 2018 9:10 AM
To: ERIC HELZER; Julie Lawton Essa
Cc: Craig Moulton
Subject: RE: Y SITE Contractors - Address
Importance: High

Contractor	Company	Union or Prevailing Wage	Address
Demo	Adamo Group	Union	320 Seven Mile E, Detroit, MI 48203
Excavation	L.D. Clark	Prevailing Wage	7707 Rickle - Lansing, Michigan 48917
Foundation/Slab	L.D. Clark	Prevailing Wage	7707 Rickle - Lansing, Michigan 48917
Asphalt	Reith-Riley	Union	4150 S Creyts Rd, Lansing, MI 48917
Framing	Countrywide Framing	Prevailing Wage	911 4th Ave Ste 101 Lake Odessa, MI
Steel	Windsor Steel	Prevailing Wage	4780 Royston Rd, Potterville, MI 48876
Masonry	Roberts Masonry	Prevailing Wage	1647 Kelly Rd, Mason, MI 48854
Plumbing	Precision Plumbing	Union	2410 RENFREW WAY LANSING, MI 48911
HVAC	J & J Sheet Metal	Prevailing Wage	9000 M 66 East Leroy, MI 49051
Electrical	Consolidated Electric	Prevailing Wage	1095 Mak Tech Dr A, Lansing, MI 48906
Fire Suppression	Advanced Fire Protection	Prevailing Wage	716 E Mt Hope Ave, Lansing, MI 48910
Drywall	Mudman Drywall	Prevailing Wage	1917 South Cedar St. Lansing, MI 48910
Elevator	Thyssenkrupp	Union	1940 Turner Avenue Northwest b, Grand Rapids, MI 49504
Flooring	DF Flooring	Prevailing Wage	5242 Exchange Dr # 2, Flint, MI 48507
Roofing	Roof Technologies ?	Prevailing Wage	4825 Buttercup Ln, Okemos, MI 48864
Siding	REI	Prevailing Wage	1335 LAKESIDE Dr. Unit 7 ROMEOVILLE IL. 60446
Trim	D & B Trim	Prevailing Wage	299 COTTONWOOD DRIVE LAPEER, MI 48446

ADDENDUM TO AGREEMENT IN CONSIDERATION OF DEVELOPMENT INCENTIVES

THIS ADDENDUM to the Agreement in Consideration of Development Incentives ("Addendum") is made and entered this ____ day of _____, 20__ by and between the City of Lansing, Michigan, a Michigan municipal corporation ("City") and 930 W Holmes, LLC, an Indiana LLC ("Applicant"), (collectively the "Parties");

I. STATEMENT OF PURPOSE

The Parties, in order to clarify the intent that projects receiving development incentives from the City employ as much Local Labor as is reasonably possible, and to clarify the existing statutory obligation that all work done for compensation in the City is subject to City Income Tax, enter into this Addendum as follows:

1. "Local Labor" means employees whose permanent home address is within the City of Lansing's boundaries.
2. The Applicant agrees and commits to the City that it will include in the Incentive application a written plan or report that specifies the Developer's specific strategy to hire as much Local Labor as possible to complete the construction of the Project.
3. Applicant agrees that if non-Local Labor is hired for any portion of the Construction Phase of the Project, Applicant must within 30 days of such hiring, provide to the LEDC a detailed, written documentation as to why this action is necessary
4. Applicant agrees that all employees, contractors and sub-contractors related to this Project will pay all City individual income taxes.
5. Applicant agrees that all contractors and sub-contractors will be contractually obligated to report annually to the City Treasurer all gross individual income taxes paid and current residential addresses of all employees. The Applicant is not required to withhold, pay or be responsible for City Income Tax for or on behalf of the general contractor/construction manager or subcontractors working on the Project. The Applicant's general contractor/construction manager shall require any subcontractor hired to contractually agree to comply with all City Income Tax requirements.
6. Applicant (if applicable) agrees to post all bid solicitations or request for bids ("Bid Solicitations") by the Applicant or their agents for a minimum of 15 days ("Posting

Period”) on the Builders Exchange of Lansing and Central Michigan (“Builders Exchange”) and to document this. The Bid Solicitations must be available to all Builders Exchange Users. Within 45 days of the Completion of Construction, the Applicant must provide to the LEDC, a list of all Bidders selected to enter into an agreement to perform all or part of the work solicited in the Bid Solicitation (“Selected Bidders List”). The Selected Bidders List must include the following information as shown on the Applicants or their agents’ income tax return.

- a. Business Name
 - b. Address (number, street, and apt. or suite no.)
 - c. City, state, and ZIP code
 - d. Employer ID Number (EIN)
 - e. Phone Number
 - f. Primary Contact Person (Authorized Representative)
 - g. Corresponding Builders Exchange Bid Solicitation Number
7. The Applicant will be not be required to participate in the above Bidding Process, if doing so would result in the violation of federal rules concerning homeland security or the disclosure of classified information.

II. EFFECT ON EXISTING AGREEMENT IN CONSIDERATION OF DEVELOPMENT INCENTIVES

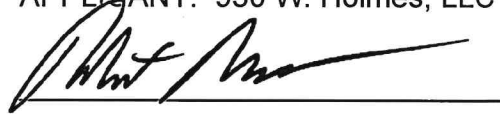
The Agreement in Consideration of Development Incentives for this Project (the “Existing Agreement”) is still in full force and effect as it relates to all definitions and obligations of Parties contained therein. Nothing in this Addendum is intended to relieve or alter the obligations of the Parties as outlined in the Agreement in Consideration of Development Incentives, except that in the case of conflicts between this Addendum and the Existing Agreement this Addendum shall control.

[Signature Page to Follow]

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

Dated: November 1, 2018 .

APPLICANT: 930 W. Holmes, LLC



BY: Robert McCormack, COO
[name of signer], [corp. title of signer]

Dated: _____, 20__

CITY:

BY: _____
Andy Schor, Mayor

BY: _____
Chris Swope, Clerk

Dated: _____, 20__

LANSING ECONOMIC
DEVELOPMENT CORPORATION:

BY: _____
Karl R. Dorshimer, Representative

Approved as to form:

BY: _____
_____, (Asst.) City Attorney



U. A. of Plumbers & Pipefitters
Local 333
5405 S. Martin Luther King, Jr. Blvd.
Lansing, MI 48911
Phone: (517) 393-5480
Fax: (517) 393-0798
Toll Free: (888) 258-8333

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

RE: Gillespie Group

October 31, 2018

Councilman Hussain,

On behalf of the Plumbers and Pipe Fitters Union, I would like to extend a thank you to you and the Planning and Development Committee. I appreciate the fact that you requested the Gillespie Group 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 October 26, 2018. Pat Gillespie stated that final decisions were going to be made soon on a selection of a General Contractor but that regardless of the firm, Mr. Gillespie would be very involved with the decision making process when it comes to contract awards for sub-contractors. The project proposed was covered in detail along with past projects in the Lansing area. I can also personally attest to a long standing relationship with the Gillespie Group and I am very much thankful for the many projects we have already performed for the Gillespie Group and look forward to the next one.

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 10-31-18