



Andy Schor, Mayor

Michigan Avenue Corridor Improvement Authority

Board of Directors Monthly Meeting

Friday, May 15th, 2026 – 8:30 AM

Foster Community Center
200 N. Foster Ave., Room 211
Lansing, MI 48912

AGENDA

1. Call to Order / Roll call
2. Approval of the MACIA Board Meeting Minutes (4.10.26) **Action**
3. Public Comment
4. Update on the LEDC and CIA Service Agreement
5. Update on Corridor Projects
 - a. Corridor Banners- **Action**
 - b. Ethan's Updates
 - c. Website Proposal- **Action**
6. Discussion on a Business Grant Program
7. Other Business
8. Adjournment



**Michigan Avenue Corridor Improvement Authority
Board of Director's Meeting
Friday, April 10, 2026 – 8:30 AM
Foster Community Center
200 N. Foster Ave., Room 211
Lansing, MI 48910**

Members Present: Jon Lum, Katherine (Katie) Hubbard, L. Peter Clark, Jeffrey Hank, Tim Daman, Elaine Barr

Mayoral Designee:

Members Absent:

Facilitator Present: Kahleea Washington (LEDC)

Public Present: Ethan Schmitt (ANC), Jennifer Lohman (Soloh Focus)

Recorded by: Katherine (Katie) Hubbard

Call to Order/Roll call

Chair Lum welcomed everyone and called the meeting to order at 8:32 a.m.

Approval of March 20, 2026, MACIA Meeting Minutes – Action

MOTION: Clark; Motion seconded by Daman

YEAS: Unanimous. Motion carried.

Public Comment

Approval of the FY 2026 Spending Plan – Action

MOTION to approve preliminary budget: Daman; Motion seconded by Barr.

YEAS: Unanimous. Motion carried.

Consideration for Contractor Proposal – Action

- Chair Lum provided an update on termination criteria as well as an update on the revised contractor agreement. If approved, Ethan would be paid through the Allen Neighborhood Center, which would be reimbursed by the City.
- Jeffrey Hank brought up all of the business vacancies along Michigan Avenue and expressed interest in working together as a Board to help decrease vacancies.

MOTION to approve preliminary budget: Hubbard; Motion seconded by Barr.

YEAS: Unanimous. Motion carried.

Consideration of the Corridor Banner Proposal

- Jennifer Lohman (Soloh Focus) presented three Pole Banner Campaign concepts; each with both single-sided and double-sided design options. She clarified that 18x36 is recommended size for the banners.

- 6 months is the longest that we can keep them up.
- Chair Lum expressed a desire to be able to remove/store the banners so that we might be able to use them for more than one year.
- Jennifer will incorporate a QR code that will link back to our website.
- We discussed having the website match the banner campaign.
- Ethan asked about getting Brand Standards/color palate to be able to tie into the website and other deliverables.
- Jennifer recommended that we create Branding – standards, color palate, typography, etc. and update the website to match the banners/branding and possibly print vinyl decals to distribute.
- Jennifer will provide additional proposal/quote for branding.
- Kahleea will work with BWL to get an updated quote on installation.

Member Barr expressed support for the second design, and Member Damen seconded. The group voted to move forward with that design.

Chair Lum will continue working with Soloh Focus to finalize the design and payment.

Adjournment

Chair Lum adjourned the Michigan Avenue Board of Director's meeting at 9:44 a.m.

Jonathan Lum, Chair
Michigan Avenue Corridor Improvement Authority

Contract for Services Between
The Lansing EDC and City of Lansing Corridor Improvement Authorities

Proposed Scope of Work

General Administration and Compliance (provided to all CIAs as part of contract)

A. Board Meeting Administration

LEDC shall coordinate, prepare, and facilitate monthly CIA Board meetings in compliance with all applicable laws and regulations. Responsibilities include, but are not limited to: scheduling meetings; posting required public notices; preparing and distributing agendas and meeting materials; recording and maintaining official meeting minutes; and ensuring appropriate stakeholder and public participation.

B. Compliance with Michigan Public Act 57 of 2018

LEDC shall ensure CIA compliance with all applicable statutory requirements, including timely posting and maintenance of required documents on the City of Lansing's website. Such documents include, but are not limited to: meeting notices, agendas, agenda packets, development and Tax Increment Financing (TIF) plans, and approved meeting minutes.

C. Committee and Panel Administration

LEDC shall coordinate and administer CIA committees, subcommittees, and advisory panels. LEDC will serve as the primary liaison, ensuring alignment with CIA goals and maintaining communication between the committee/panel and the CIA Board.

Example: Coordination of an art competition review panel.

D. Budget and Financial Management

LEDC shall provide financial oversight and administrative support related to CIA budgets. Responsibilities include developing and implementing annual spending plans, tracking TIF revenue and projections, and supporting financial reporting and compliance requirements.

Special Services & Support (available to CIAs, TBD for each CIA):

E. Request for Proposal (RFP) Management

LEDC shall develop, publish, and administer RFP processes on behalf of the CIA. LEDC will serve as the primary point of contact for applicants and shall manage all aspects of the process, including solicitation, coordination of review committees, and facilitation of evaluation and selection processes.

Example: Administration of the West Saginaw Street CIA Marketing RFP and its review subcommittee.

F. Special Projects Management

LEDC shall lead and manage CIA-initiated projects, including but not limited to grant administration, subcommittee coordination, and stakeholder engagement initiatives. This may include representing the CIA in meetings, coordinating implementation activities, and ensuring project deliverables are met.

Example: Administration and implementation of the Thriving Communities Program grant on behalf of the South MLK CIA.

G. Meeting and Presentation Facilitation

LEDC shall organize and facilitate special meetings, workshops, and presentations aligned with CIA priorities. This includes identifying and coordinating with relevant speakers, subject matter experts, or partner organizations, and leading facilitation to maximize Board engagement and outcomes.

H. Event Coordination

LEDC shall plan, promote, and manage CIA-sponsored events and community engagement activities outside of regularly scheduled Board meetings. This may include public meetings, stakeholder convenings, and neighborhood engagement sessions.

Example: Community engagement events related to Logan Square or public meetings hosted at venues such as the Turner-Dodge House.

I. Marketing and Media Services

LEDC shall provide limited marketing and communications support utilizing available LEDC and City of Lansing resources. Services may include website updates, development of promotional materials, social media coordination, and media relations support, subject to capacity and availability.

**MICHIGAN AVENUE CORRIDOR IMPROVEMENT AUTHORITY
OF THE CITY OF LANSING
Certificate of Resolution by Board of Directors**

At a scheduled meeting of the Board of Directors of the Michigan Avenue Corridor Improvement Authority of the City of Lansing held on Friday, May 16, 2026, at 8:30 a.m., pursuant to notice duly given:

PRESENT:

ABSENT:

The following preamble and resolution was offered by;

Member: *** moved to approve the motion.

Member: *** seconded the motion.

WHEREAS, in 2009 the Lansing City Council approved the establishment of the Michigan Avenue Corridor Improvement Authority (MACIA) with the goals to correct and prevent deterioration in the business districts, redevelop the city's commercial corridors and promote economic growth; and

WHEREAS, in March of 2026 the MACIA approved its "2026 Spending Plan" outlining the Boards desire to use up to \$20,000 of its funds for 'corridor banners; and

WHEREAS, the MACIA will work with several entities and contractors to design, fabricate, and install the banners; and

WHEREAS, Board Members of the MACIA have made contact on behalf of the board with a prospective consultant to design branded banners to install along the corridor; and

WHEREAS, the MACIA has received a Proposal of Services ("Proposal") from Jennifer Lohman, Soloh Focus ("Vendor") and has determined that the Vendor has the ability, capacity, and skills to perform the services required; and

WHEREAS, the MACIA wishes to accept the Proposal totaling \$1500 offered by the Vendor and enter into a Contract for Services ("Contract"); and

WHEREAS, in addition to this contract the MACIA will pay the Lansing Board of Water and Light's (BWL) monthly fees to host the banner on the BWL's light poles

WHEREAS, the board will pay up to \$3900 to host 50 banners for a six-month duration; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MICHIGAN AVENUE CORRIDOR IMPROVEMENT AUTHORITY OF THE CITY OF LANSING AS FOLLOWS:

1. The Michigan Avenue Corridor Improvement Authority Board of Directors approves spending up to \$20,000 for 'corridor banner' throughout 2026.
2. The Michigan Avenue Corridor Improvement Authority Board of Directors authorizes the acting chair to evaluate and execute any agreement of behalf of the board as it related to the project outlined in this resolution.
3. Additionally, the MACIA agrees that if any section, clause or phrase of this Resolution is declared as invalid by a court of law, that ruling shall not affect the intent and purpose of this Resolution and validity of the remaining provisions of the Resolution.
4. Finally, the MACIA declares that all resolutions or parts of resolutions in conflict with

any of the provisions of this Resolution are repealed.

The foregoing preamble and resolutions are hereby approved by the Board of Directors for the Michigan Avenue Corridor Improvement Authority of the City of Lansing.

YEAS:

NAYS:

ABSTENTIONS: 0

ABSENT:

PREAMBLE AND RESOLUTIONS DECLARED ADOPTED.

STATE OF MICHIGAN)
) ss.
 COUNTY OF INGHAM)

I hereby certify that the foregoing is a true and a complete copy of a preamble and resolutions adopted at a regularly scheduled meeting of the Michigan Avenue Corridor Improvement Authority held on the 16th day of May 2026, and said preamble and resolutions are on file in the office of the Economic Development Corporation of the City of Lansing and are available to the public. Public notice of the meeting was given pursuant to and in compliance with Act No. 267, Public Acts of Michigan 1976, including in the case of a special or re-scheduled meeting, notice by publication or posting of at least eighteen (18) hours prior to the time set for the meeting. In addition, the meeting was held in full compliance with the Board's By-Laws.

IN WITNESS WHEREOF, I have hereunto affixed my official signature.

 Peter L. Clark
 Vice Chair- Michigan Avenue CIA Board of Directors

Michigan Avenue Corridor Improvement Authority Invoice



INVOICE NUMBER
1185

FROM
Jennifer Lohman
Soloh Focus
2356 W Alward Road
DeWitt, Michigan, 48820
United States
jennifer@solohfocus.com

BILL TO
Jon Lum
Michigan Avenue Corridor Improvement Authority
jonathan.m.lum@gmail.com

ISSUED ON
March 27, 2026

DUE DATE
April 26, 2026

MACIA - Pole Banners

ITEMS	QTY	PRICE	TOTAL
Concept Presentation	1	\$1,500.00	\$1,500.00

Creation of (3) pole banner designs built into a concept presentation according to specs as provided. (18" x 36" banners on 12' poles.) Design template to be provided by Capital Imaging. Includes project management, final print-ready deliverables, and the facilitation of print/production services.

Subtotal	\$1,500.00
Total Amount	\$1,500.00 USD

PAYMENT

This invoice can be paid via credit/debit card, bank transfer or the attached payment instructions.

The client will not pay the processing fees for an online payment. Online payment can be made at <https://app.hellobonsai.com/link/f2af6d668a09b7def083e4f1b5e38b27>

CHECK / CASH

For payments via check, please submit to Soloh Focus (Jennifer Lohman) at 2356 W. Alward Rd., DeWitt, MI 48820.

NOTES

Looking forward to working together! -Jennifer :)

Proposal for the redesign of dotheavenue.com

Prepared by:

Jennifer Lim

hello@jenniferlim.design

(614) 330 7768

Prepared for:

Michigan Avenue Corridor Improvement Authority (MACIA)

Objective

Michigan Avenue in the Eastside neighborhood of Lansing, Michigan, is a vibrant area with many offerings across all facets of life, as highlighted in the upcoming “pole banner” campaign. The redesign of the website should reflect these many exciting offerings on the Avenue, allowing the audience to easily navigate the site, enticing customers to visit, and in turn, driving traffic to Michigan Ave. The focus of the new website will include new graphics and branding that reflects professionalism and fun, updated graphics and details of businesses, showcase events, contact information, and other relevant information that will improve customers’ experience on the Avenue. The new website will be made easy for non-technical users to edit and update, ensuring ease in maintaining a high-quality website in perpetuity.

Solution

Michigan Avenue Corridor Improvement Authority (MACIA) will receive a fresh new website, either edited on the current platform or created on WordPress, Wix, Squarespace, or Webflow. *MACIA will be responsible for the purchase of any domain or hosting services unless otherwise discussed.*

This website will utilize the new branding and graphics provided in the recent Pole Banners campaign to create a cohesive brand identity

Website Structure

The website will include 8 main pages:

- 1) Home/Landing Page
- 2) Shop- Highlighting grocery and retail stores
- 3) Dine- Highlighting restaurants, bars, and cafes
- 4) Live- Highlighting beauty, wellness, hotel, and housing businesses
- 5) Work- Highlighting professional services and civic/religious organizations
- 6) Play- Highlighting arts and attractions on the Avenue
- 7) Events
- 8) Who we are- Includes contact information and summary of MACIA

Each business will have its own page that includes images, descriptions, operating hours, and other relevant information.

Additional pages can be included.

Branding

The website will have a new brand identity, focusing on the modern, vibrant, and bold graphics with new typefaces and colors provided by Soloh Focus in their pole banners campaign. The website will take into account any additional existing and upcoming brand assets to align itself with the overarching brand identity of Michigan Ave, to create a cohesive identity across all touchpoints.

Responsive Design and Accessibility

The website will be compatible with different devices (desktop, tablet, mobile) and with different browsers (including but not limited to Google Chrome, Apple Safari, Microsoft Edge, Mozilla Firefox).

The website will adhere to the standards of Web Content Accessibility Guidelines (WCAG 2.2), including but not limited to alt text for all images, text readability, and keyboard access.

Copywriting

The copy on the website is a crucial component to ensure users are getting relevant and accurate information. If copy is not provided by MACIA, copywriting and proofreading services will be provided, written in a personal, yet professional tone.

Search Engine Optimization

The website will need to reach the right audience, and each webpage will be set up with the right descriptions and formatting, and relevant keywords, to be properly indexed by search engines. The site will be connected with Google Analytics to track traffic and visitors' behavior.

Training, guide, and support

To ensure the relevancy of the website after launch, training sessions will be provided for staff on how to edit, update, and maintain the website. Each training session will last an hour.

A written guide will be provided to assist in maintaining the website.

Technical support can be requested, and requests will be responded within 48 hours. Depending on the request, it will be resolved between a day to a week. Creating new

pages and any redesign are not counted as technical support and can be further discussed.

Timeline

The process will take around 8 to 12 weeks, depending on how quickly content (copy and photos) are provided and approvals are received. Expedited work is an option for an additional fee.

Pricing

Services	Description	Price
Website Design	On WordPress, Wix, Squarespace, or Webflow, includes 8 pages (and individual pages for each business), new branding, responsive design and accessibility	\$5000
Expedited Work	A normally 8 to 12 week process is provided in 4 weeks.	\$500
Copywriting	If copy is not provided, copywriting and proofreading services will be rendered	\$1000
One-time Search Engine Optimization Setup	(Optional)	\$750
Training Session	(Optional) 1 hour session on how to edit the website	\$100 per session
Written Guide	(Optional) Written guide on how to edit the website	\$500
Technical Support	(Optional) Respond to support request within 48 hours and resolve within a week.	\$50 per month

Michigan Avenue Photography Proposal

Objective:

To elevate the story of our business owners and community members by capturing fresh perspectives through exceptional, authentic imagery. This imagery will showcase and highlight the incredible offerings presented by the many organizations right here on Michigan Avenue.

Proposal:

- Every business on the Eastside will have professional exterior photos for display on website and for their personal use
- Every business owner and prominent community members will have professional photo taken
- Every business owner will have a short profile written about them and their business
- 100 photos highlighting "life on the avenue" will be taken for future promotional needs, including, but not limited to, display on website
- All MACIA board members will have professional headshot taken
- Board members will be provided with a physical hard drive to ensure highest quality of photos (photos will also be available online).

Updates For New Businesses:

Photographer will take additional photos and highlight for fiscal year 2026 for no additional charge.

Timeline:

6-8 weeks for capture and delivery, with expedited service offered.

Pricing:

Service	Price
100 high quality photos of the each building for display on website	\$2000
100 high quality photos of each business owner, along with an interview and written profile	\$1000
100 high quality photos of life on the avenue, including, but not limited to, dining, play, worship.	\$1000

Expedited delivery and capture of photos (4 weeks)	\$500
Post-production services for each session	Included
Models for "life on the avenue"	Included
Headshots for board members	Included
Physical hard drive with photos	Included
Additional photos and written profile of new businesses and new business owners for fiscal year 2026	Included

Michigan Avenue CIA Business Grants Guidelines

PROGRAM OVERVIEW

The Michigan Avenue Corridor Improvement Authority's (MACIA) Business Grant has been established to provide access to capital for small businesses within the corridor's boundaries. By providing financial resources, this grant opportunity is dedicated to supporting projects that strengthen businesses' appearance and sustainability along the corridor.

PROGRAM OBJECTIVE

The core objective of the **MACIA Business Grants** is to support businesses within the MACIA boundaries by providing access to capital. This financial support is intended to fuel projects that not only foster immediate business sustainability but also propel substantial growth.

ELIGIBLE EXPENSES

Eligible expenses include the following:

- Exterior improvements
- Physical marketing and advertising
- Equipment purchases (focus on maintenance needs)
- Health and safety measures (Example: ADA compliance)
- Match dollar for other grants

AWARD AMOUNT

Grant awards will range between \$1,000 and \$10,000. **Each grant will require a 25% match/buy-in from the applicant.**

Award amounts will be based on the strength of the project proposal, project impact, demonstrated need, and available funds. All awards will be determined at the sole discretion of the MACIA.



Awards are provided on a competitive basis due to limited resources. In order to be considered for the **MACIA Business Grants**, applicants must meet **each** of the eligibility criteria described below:

Small business:

- Small businesses are defined as firms with a size of 50 employees or less and total gross revenue per year of \$1.5 million or less.
- For-profit business based in the City of Lansing's Michigan Avenue Corridor boundaries. To identify if your business is located in the corridor's boundaries, visit [Corridor Boundaries](#)
- Must not be one of the following business types:
 - Check cashing/payday advance
 - Adult stores/services
 - Packaged Liquor retailer
 - Store that sells firearms
 - Marijuana operations of any kind
 - Storage facilities

APPLICATION PROCESS

- **Submission:** Businesses must submit a complete application, including a project proposal, detailed project budget, financial statements, and additional information as requested.
- **Review:** A panel of reviewers will evaluate each eligible and complete application based on the criteria outlined below.
- **Interview:** Shortlisted applicants may be invited to present their business and project idea to the board. This will be their opportunity to provide additional information or clarification.
- **Selection:** Grants will be awarded based on the application's score and available funding.
- **Award Process:** Upon selection, awardees will be notified and sent Grant Agreements providing terms and conditions of receiving the grant funds.
- **Once Awarded:** The business must give a testimonial for the MACIA's website



APPLICANT EVALUATION

Businesses will be evaluated on the following criteria:

- **Project Plan:** Clarity and completeness of the project plan.
- **Sustainability/Growth:** How the project aligns with long-term business sustainability and the likelihood of the project leading to business growth.
- **Capacity & Expertise:** Demonstrated capacity to execute the project efficiently. Demonstrated qualifications and experience of the project team.
- **Financial Stability:** Evidence of financial stability and responsible resource management.
- **Compliance:** Evidence of ability to adhere to program regulations and guidelines in the use of funds.

Scoring Criteria	1	2	3	4	5
Project Plan	The project plan lacks clarity and completeness, making it difficult to understand how grant funds will be utilized and what outcomes are expected.	The project plan provides some clarity on how the grant funds will be used, but certain aspects are unclear or not fully detailed, raising questions about project feasibility.	The project plan is somewhat clear and complete, outlining how the grant funds will be utilized and what specific activities will be undertaken, though some aspects may need further elaboration.	The project plan is mostly clear and complete, providing a detailed breakdown of how the grant funds will be used to achieve specific objectives, with minor areas needing clarification.	The project plan is clear, comprehensive, and well-detailed, clearly outlining how the grant funds will be utilized, what outcomes are expected, and how success will be measured.
Sustainability/Growth	There is limited or no discussion on how the project contributes to the long-term sustainability of the business, raising concerns about the project's lasting impact.	The project demonstrates some consideration for long-term sustainability, but the connection between the project and the overall business strategy is not clearly articulated.	The project shows some alignment with long-term sustainability goals, indicating potential for lasting impact on the business's viability and growth.	The project is mostly aligned with long-term sustainability goals, with clear connections between project objectives and the broader business strategy, though some areas may need further clarification.	The project is clearly aligned with long-term business sustainability goals, with a well-defined strategy for how the project will contribute to the business's growth, resilience, and competitiveness.
Capacity & Expertise	There is limited evidence of the organization's capacity to efficiently execute the project, with concerns about resource management and project oversight.	Some evidence of the organization's capacity to execute the project efficiently, but there are significant gaps in expertise, resources, or project management capabilities.	The organization demonstrates some capacity to execute the project efficiently, with experienced team members and adequate resources, though some risks or challenges may exist.	The organization demonstrates strong capacity to execute the project efficiently, with a capable team in place and clear strategies for managing resources, mitigating risks, and overcoming challenges.	The organization demonstrates exceptional capacity to execute the project efficiently, with a highly skilled and experienced team, robust project management processes, and proactive risk mitigation strategies in place.
Financial Stability	The business demonstrates poor financial performance, with limited revenue growth, profitability, and cash flow challenges, indicating significant financial instability.	The business exhibits marginal financial performance, with slow revenue growth, inconsistent profitability, and occasional cash flow management issues, suggesting moderate financial instability.	The business maintains satisfactory financial performance, with moderate revenue growth, steady profitability, and adequate cash flow management, indicating reasonable financial stability.	The business achieves strong financial performance, with steady revenue growth, profitability, and effective cash flow management, suggesting high financial stability.	The business excels in financial performance, with substantial revenue growth, profitability, and excellent cash flow management, demonstrating outstanding financial stability.

*Applicants may be asked to provide basic financial information to provide an early indication of financial feasibility.



REQUIRED DOCUMENTATION

- Completed project description and budget (line budget and/or estimates/invoices)
- City of Lansing Department of Treasury & Income Tax Taxpayer Information Verification Form
- City of Lansing Litigation Affidavit
- Proof of Residence in the city of Lansing, if the business operates from a home-based address. (Rental lease, bank statement, utility bill, etc.)
- Proof of Business Operating within the MA CIA boundaries, if business is brick and mortar. (Lease, Deed, etc.)
- Most recent income statement
 - 3 months of bank statements
- W9
- Business Organizing Documents (articles of incorporation)
 - Operating Agreement, if applicable
- Business Overview/ Business Plan

HOW TO APPLY

To apply for the MACIA Business Grants complete the grant application found at www.lansingedc.com/MACIA-grants-program. Download, complete, and upload the appropriate documents with your submission.

DISCLAIMER

The Lansing EDC reserves the right to accept or reject any or all Proposals, waive any formalities or minor technical inconsistencies, or delete or modify any item/requirements from this document when deemed to be in Lansing EDC's best interest. The Lansing EDC also reserves the right to make the final determination of any person's or organization's eligibility and/or qualifications for program benefits, and to make allocation of program benefits as it may, in sole discretion deem appropriate

The Applicant affirms:

1. The Applicant's responses set forth in its Application, and any supporting documents submitted thereto, for a Program grant are true and correct, and are incorporated in this Grant Agreement as if fully set forth in this Grant Agreement.
2. Applicant is a for-profit or non-profit business.
3. Applicant has a physical location (including home-based) in the city of Lansing's Lansing Gateway Corridor that generates revenue and employment (including self-employment /sole proprietors).
4. Applicant had no more than 50 workers on payroll (including full-time, part-time and owner-employees) working from the specific business location tied to grant application as of January 1, 2025.
5. At least 50% of worldwide workforce of Applicant is employed in Michigan.
6. Applicant can demonstrate a need for working capital to support payroll, rent, mortgage payments, utility bills or other similar expenses currently and/or into the future to recover, sustain or grow operations.
7. Applicant remained in compliance with all state and local governmental and public health orders related to COVID-19 since March 2020.
8. Applicant is not involved in the growing, manufacturing, distribution or sale of cannabis products.
9. Applicant is not a franchise location, unless locally owned (50 percent or greater ownership by Michigan residents).
10. The Applicant shall use the Grant funds only for Eligible Expenses, as further limited by the affirmation set forth in section 4 below.
11. The Applicant authorizes the Administrator to share the Applicant's Application for the Grant under the Program, and this Agreement, together with all supporting documentation, to representatives of the Administrator and, and any of the Permitted Representatives (as later defined in the Additional Terms and Conditions made part of this Agreement on the additional pages hereto ("Additional Terms and Conditions").
12. The Applicant further authorizes the Administrator to release the Applicant's name, the Grant amount and the reporting information noted in section 11 of the Additional Terms and Conditions for public purposes, marketing, and promotions.
13. The Applicant has read, understands and agrees to all the Additional Terms and Conditions. Further, if approved by the Administrator for the Grant under the Program, the Applicant understands that upon receipt of the Grant funds from the Administrator, the Applicant is bound by all the terms of this Agreement, including all the Additional Terms and Conditions.
14. Approval of the Grant under the Program is only upon the signature of the Administrator below, and the Administrator will notify the Applicant by providing the signed copy to the Applicant.

**The signature of the Administrator is required to finalize this grant agreement contract.
A copy of the fully executed grant agreement will be provided to the applicant.**

<p>The person signing below certifies it has authority to sign on behalf of the Applicant:</p> <p>_____</p> <p>Authorized signature</p> <p>_____</p> <p>Printed Name</p> <p>_____</p> <p>Title</p> <p>_____</p> <p>Date Signed</p>	<p>The person signing below certifies they have authority to sign on behalf of the Administrator:</p> <p>_____</p> <p>Authorized signature</p> <p>_____</p> <p>Printed Name</p> <p>_____</p> <p>Title</p> <p>_____</p> <p>Date Signed</p>
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ADDITIONAL TERMS AND CONDITIONS

1. **Organization and Authority.** The Applicant is duly organized and registered to conduct business in Michigan and has the power and authority to enter into and perform its obligations under this Application.
2. **Full Disclosure.** The Application, the Agreement and any supporting documentation submitted by the Applicant does not, and will not contain, any untrue statement of material fact, or to the best of the Applicant’s knowledge, omit or shall omit any material fact necessary to make the statements true.
3. **Compliance with Laws.** To its knowledge, the Applicant is not, and will not through April 30, 2028, be in material violation of any laws, ordinances, regulations, rules, orders, judgments, decrees or other requirements imposed by any governmental authority to which it is subject and will not knowingly fail to obtain any licenses, permits or other governmental authorizations necessary to the ownership of its properties or to the conduct of its business, which violation or failure to obtain are reasonably likely to materially and adversely affect its business, profits, properties or condition (financial or otherwise). It shall be the Applicant’s responsibility to ensure that it has the latest version of all applicable laws and regulations in its possession so as to be able to comply with their provisions. The Applicant agrees to become familiar with and to comply with all laws and regulations applicable to Application, including those referenced in the City ARPA Agreement and incorporated into this Agreement including, but not limited to, those in sections IV, V, VI, VII, and XI of the City ARPA Agreement. To that extent, the obligations and all relevant provisions of the City ARPA Agreement are incorporated into this Agreement by reference and binding on the Applicant as if the obligations written into this Agreement verbatim.
4. **Use of Program Grant funds.** The Applicant will only use the Program Grant funds for Eligible Expenses, and the Applicant will not use any Program Grant funds for any of the following purposes: damages covered by insurance; reimbursement to donors for donated items or services; expenses that have been or will be reimbursed under any federal activity as the reimbursement by the federal government pursuant to the ARP Act or contributions by States to State unemployment funds; workforce bonuses; property taxes; severance pay; deposit to pension funds; legal settlements; revenue replacement. The Applicant will expend funds in strict accordance with the provisions of the ARPA Program, as amended. The Applicant agrees to utilize the federal funds available under this Agreement to supplement rather than supplant funds otherwise available.
5. **Suspension or Termination.** Notwithstanding anything to the contrary, the Administrator’s obligation to disburse any portion of the Grant shall automatically be suspended, and may be terminated, at the option of the Administrator, if the Administrator determines that (i) the Applicant has made any material misrepresentation in the Application, the Agreement, or any supporting documentation, or (ii) if the Applicant fails to comply with any of these Additional Terms and Conditions. If a contract is terminated, canceled or suspended according to the provisions of this Section, the Applicant shall have no claims for damages against the LEDC on account of cancellation or suspension or declaration of ineligibility.
6. **Unused Grant funds.** An amount equal to the amount of the Program Grant funds that are not used to pay for Eligible Expenses, during the period of June 30, 2023 through December 31, 2028, shall be remitted back to the Administrator immediately after January 1, 2026.
7. **Other Repayment.** If there is a material misrepresentation in the Application, the Agreement or any supporting documentation submitted by the Applicant, or if the Applicant fails to comply with all of these Additional Terms and

Conditions, at the option of the Administrator, the Applicant shall repay the Administrator an amount equal to one hundred percent (100%) of the Grant paid to the Applicant from non-federal sources within ten days of Administrator's notice of such to Applicant. The Administrator retains all remedies under the law or in equity, and each shall be cumulative. The Applicant shall also pay all costs and expenses, including, without limitation, reasonable attorney's fees and expenses incurred by the Administrator in collecting any sums due the Administrator. A failure or delay by the Administrator in exercising any right hereunder will not be presumed to operate as a waiver, and a single or partial exercise of any right by the Administrator will not be presumed to preclude any subsequent or further exercise by the Administrator of that right or the exercise of any other right. The Applicant further acknowledges that this Agreement is necessary to comply with the requirements of the ARPA Program, which is the source of funds provided under this Agreement; and agrees that it will comply with, and will require all subcontractors, subgrantees and assigns to comply with all terms and conditions of ARPA and this Agreement, as they may be amended from time to time.

8. **Access to Records/Proof of Eligible Expenses.** For a period of seven (7) years after disbursement of the Grant funds to the Applicant, to enable any representative of the Administrator, any relevant department or agency of the federal government, the State of Michigan or Ingham County (collectively, "Permitted Representatives") to monitor and ensure compliance with the terms of the Application, the Grant Agreement, the Program, or any rules, regulations or requirements thereunder, the Applicant shall retain, and comply with any reasonable request of any Permitted Representatives and provide, copies of all financial records and all other information and data relevant to the Application, this Agreement, or the Program, including receipts or other proof of the Eligible Expenses incurred and paid by the Applicant. Such records shall include, but not be limited to:

- a. Records providing a full description of each activity undertaken with Coronavirus State and Local Fiscal Recovery Funds (SLFRF) funds;
- b. Records demonstrating that each activity undertaken meets one of the Objectives of the SLFRF Program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with SLFRF assistance (if applicable);
- e. Records that demonstrate that each project meets the property standards;
- f. Records that demonstrate compliance with the requirements of the SLFRF Program;
- g. Financial records as required by SLFRF Program; and
- h. Other records necessary to document compliance with the SLFRF Program.

In addition, the Applicant permits any Permitted Representative to visit the Applicant and any other location where books and records of the Applicant are normally kept, to remove, photograph, copy and inspect, any of the aforesaid records or information. The Applicant further agrees to utilize adequate internal controls and maintain necessary source documentation for all costs incurred. 3. The Applicant will comply with any additional documentation requirements or subsequent agreements between the LEDC, the City of Lansing and the U.S. Department of Treasury for the conduct of activities under the SLFRF Investment Partnership Program. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by federal, state or local law. These records must also be made available to Treasury and/or representatives of the Comptroller General of the United States for audit, inspection or copying purposes during normal business hours.

9. **Reporting.** For a period of one (1) year after disbursement of the Grant from the Administrator to the Applicant, upon the request of the Administrator or any Permitted Representative, the Applicant shall as soon as possible but in any event within (five) 5 business days provide data necessary for the Administrator and Ingham County to report to the federal government about the Program, including without limitation, the number of the Applicant's employees as of June 28, 2021, the projected number of employees to be retained or rehired as a result of the Grant (and the eventual actual number of the foregoing as may be requested), the amount of COVID-19 relief funding received by the Applicant from local or federal sources other than the State of Michigan since March 1, 2020, a brief description of the Eligible Expenses for which the Grant has been or will be used, and any other requested information reasonably related to the Grant or the Program. The Applicant shall, at its own expense, obtain and submit to the LEDC within three (3) months of the end of the Applicant's

fiscal year an annual audit to assure proper accounting for the expenditure of SLFRF funds provided by the LEDC. Failure of the Applicant to comply with the above audit requirements will constitute a violation of this contract and may result in the LEDC banning the Applicant from future participation in ARPA programs.

10. **Non-Discrimination and Unfair Labor Practices.** In connection with the Application and the Agreement, the Applicant agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex (including sexual orientation and gender identity or expression as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, physical or mental disability, or genetic information (as defined in Executive Directive 2019-09) that is unrelated to the individual's ability to perform the duties of the particular job or position. The Applicant will, in all solicitations or advertisements for employees placed by or on behalf of the Applicant, state that it is an Equal Opportunity or Affirmative Action employer. The Applicant agrees that no person shall, on the grounds of race, religion, color, national origin, sex, age, handicapped condition, ancestry, family status or veterans status be excluded from participation in, be denied the benefit of, or be subjected to, discrimination in its program or any aspects of this Agreement. The Applicant shall comply with all existing Federal, State, and local laws, rules and regulations regarding equal opportunity and nondiscrimination, affirmative action procedures, fair housing, and laws, rules and regulations regarding the prescribed use of SLFRF funds

It is national policy to award a fair share of contracts to small and minority business firms. Accordingly, affirmative steps must be taken by the Applicant to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. The Applicant shall take similar, appropriate affirmative action in support of women's business enterprises, Applicant is encouraged to procure goods and services from labor surplus areas.

11. **Indemnification and Hold Harmless.** The Administrator and Ingham County, and all of the respective directors, participants, officers, agents, employees, or representatives of the foregoing (collectively, the "Indemnified Persons") shall not be liable to the Applicant for any reason. The Applicant shall forever indemnify and hold the Indemnified Persons harmless against all claims asserted by or on behalf of any individual person, firm or entity (other than an Indemnified Person), arising or resulting from, or in any way connected with the Application, the Agreement or any act or failure to act by the Applicant under the Application or Agreement, including all liabilities, costs and expenses, including reasonable counsel fees, incurred in any action or proceeding brought by reason of any such claim. The Applicant shall also forever indemnify the Indemnified Persons from and against all costs and expenses, including reasonable counsel fees lawfully incurred in enforcing any obligation of the Applicant under the Application or Agreement. Performance of the Applicant's obligations contemplated under the Application and the Grant Agreement is within the sole control of the Applicant and its employees, agents and contractors, and an Indemnified Person shall have no liability in tort or otherwise for any loss or damage caused by or related to the actions or failures to act, products and processes of the Applicant, its employees, agents, or contractors. The LEDC and Applicant acknowledge that the Applicant is an independent contractor in all of the Applicant activities and that in the course of such activities, at no time do the Applicant, its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of Applicant become the agents of the LEDC for any purpose, and at no time shall the LEDC become liable in any manner whatever for any of the actions or activities of the Applicant, its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of the Applicant. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the LEDC and the Applicant.

12. **Conflict of Interest.** The Applicant affirms that there exists no actual or potential conflict of interest between the Applicant and its owners, officers, directors, managers, members, or employees and any of the Indemnified Persons and the performance by the Applicant of its obligations under the Application and Agreement. The Applicant further affirms that neither the Applicant, nor its owners, officers, directors, managers, or members, or employees, have accepted, shall accept, have offered, or shall offer, directly or indirectly, anything of value to influence the Indemnified Persons. The Applicant agrees to abide by federal, state and local provisions with respect to conflicts of interest.

13. **Assignment.** The Applicant may not assign any of its rights or obligations under the Application and/or this Agreement to any person or entity. The Administrator may assign its rights and remedies under the Application and/or the Agreement to Ingham County upon the request of the Ingham County.

14. **Subcontracts.** The Applicant shall ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the LEDC along with documentation of the selection process upon request. The Applicant shall include all of the provisions of this Agreement to be included in, and made a part of, any subcontract executed in the performance of this Agreement. The Applicant shall

be as fully responsible to the LEDC for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by the subcontractors, as the Applicant is for the acts and omissions of persons directly employed by the Applicant. Nothing contained in this Agreement shall create any contractual relationship between the LEDC and any subcontractor. The Applicant will monitor all subcontracted services on a regular basis to assure contract compliance. The Applicant shall communicate any deficiencies in subcontractor activities in writing to the subcontractor and the LEDC. Corrective action for any noted areas of subcontractor deficiency shall occur within thirty (30) days of the written notice unless a waiver is approved in writing by the LEDC. Actions taken to correct subcontractor deficiencies must be documented in program files.

15. Other Federal, State and Locally Mandated Provisions. No elected federal, state or local official shall be admitted to any share or part of this Agreement or to any benefit to arise from the same greater than all other private citizens. No officer, employee, or member of the governing body of the LEDC who exercises any function or responsibilities in connection with the carrying out of the project to which this contract pertains shall have any private interest, direct or indirect, in this contract. The Applicant certifies to provide for a drug-free work place in conformance with the Drug-Free Workplace Act of 1988. This includes the administration of a policy designed to ensure that all program work areas are free from the illegal use, possession or distribution of drugs or alcohol by its employees, volunteers, or program beneficiaries. The Applicant certifies that, to the best of its knowledge and belief, No Federal appropriated funds shall be used by Applicant for publicity or propaganda purposes designed to support or defeat legislation pending before a Federal, State, or local government. No Federal appropriated funds have been paid or will be paid, by or on behalf of the LEDC, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Applicant must notify the LEDC. The Applicant shall require that the language of this certification be included in the award of documents of all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

The Applicant agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code. None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, lobbying, or to further the election or defeat of any candidate for public office.

The Applicant agrees that funds provided under this Agreement will not be used for sectarian or religious activities, to promote sectarian or religious interests, or for the benefit of a sectarian or religious organization.

Applicant should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

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