

AGENDA

Committee of the Whole June 22, 2026 at 5:30 PM



Lansing City Hall, Tony Benavides Lansing City Council Chambers
124 W. Michigan Avenue, 10th Floor

To provide input or ask questions on any item that is listed on the agenda,
members of the public may contact the City Council at city.council@lansingmi.gov or (517) 483-4177 prior to the meeting.
To view the meeting live and participate in virtual public comment: <https://www.lansingmi.gov/1212/Council-Committee-Meetings>

Council Member Peter Spadafore, Chairperson
Council Member Trini Pehlivanoglu, Vice Chairperson

1. **Call to Order**
2. **Roll Call**
3. **Minutes**
 - A. May 18, 2026
4. **Public Comment on Agenda Items (Up to 3 Minutes)**
5. **Presentations:**
 - B. Ingham County Commissioner Sebolt; Ingham County Ballot Proposal on Hotel Tax
6. **Discussion/Action:**
 - C. PLACE ON FILE- Board of Water and Light Budget Fiscal Year ending June 30, 2027 and Capital Improvement Plan for Fiscal Years 2027-2032
 - D. RESOLUTION - Board of Water and Light Return on Equity Agreement, Amendment #9
 - E. RESOLUTION - Ballot Proposal; Essential Services Millage Restoration
 - F. RESOLUTION - LDFA Budget
 - G. RESOLUTION - Fiscal Year 2026/2027 Budget Amendment
 - H. RESOLUTION - Fireworks Permit; Jackson Field; Boomball Tour, ATL Special FX

Closed Session- Litigation Update

- I. Pursuant to MCL 15.268(e), Council will recess into closed session to consult with the City Attorney in connection with the following specific pending litigation. An open meeting will have a detrimental financial effect on the litigating or settlement position of the City of Lansing concerning these cases:
Allen, Keith v. City of Lansing
Bernard, Tashawn v. City of Lansing, et al.
City of Lansing v. Adeleye, MDMC, and Padsinab
City of Lansing v. Eli Lilly, et al.
City of Lansing, et al. v. Purdue Pharma, et al.

Coward, Avis v. Douglas Hall
Elms, Suzanne v. City of Lansing
Eskin, Keith v. Melanie Smith, et al.
Fountain, David v. City of Lansing et al.
Harken, James v. City of Lansing
Hokenson, David v. City of Lansing, et al.
Republican National Committee v. City of Lansing
Robinson Memorial Church of God in Christ v. City of Lansing
Robinson Memorial Church of God in Christ v. City of Lansing, et al.
Romero, Ashly for Estate of Romero, Stephen v. City of Lansing, et al.
Willis, Delaney v. City of Lansing

Reconvene

- 7. Other**
- 8. Adjourn**

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

DRAFT



MINUTES
Committee of the Whole
Monday, May 18, 2026 @ 6:00 p.m.
Tony Benavides Lansing City Council Chambers

CALL TO ORDER

Council Member Spadafore called the meeting to order at 6:00 p.m.

PRESENT

Councilmember Tamera Carter
Councilmember Jeremy Garza
Councilmember Adam Hussain
Councilmember Ryan Kost
Councilmember Clara Martinez
Councilmember Deyanira Nevarez Martinez
Councilmember Trini Pehlivanoglu
Councilmember Peter Spadafore

OTHERS PRESENT

Sherrie Boak, Council Staff
Greg Venker, City Attorney
Lisa Hagen-Lawrence, City Attorney
Jake Brower, Chief Strategy Officer
Christopher Mumby, Deputy Mayor

Minutes

MOTION BY COUNCIL MEMBER PEHLIVANOGLU TO APPROVE THE MINUTES FROM MAY 11, 2026 AS PRESENTED. MOTION CARRIED 8-0.

Public Comment

No public comment at this time.

Discussion/Action

RESOLUTION – Fiscal Year 2026-2027 Budget and Budget Policies

Council Member Pehlivanoglu spoke on the budget policies, highlighting the topics of appropriations. This is normal procedures and normal business practices the City has done in the past. No other comments or questions on the budget.

MOTION BY COUNCIL MEMBER PEHLIVANOGLU TO APPROVE THE BUDGET AND BUDGET POLICIES. MOTION CARRIED 8-0.

ORDINANCE – Re-adoption of Codified Ordinances

Council Member Pehlivanoglu noted this is an annual re adoption of codification, in this document, it is from the date of entry through December 31, 2025.

DRAFT

MOTION BY COUNCIL MEMBER PEHLIVANOGLU TO APPROVE THE ORDINANCE TO RE-ADOPT THE CODIFIED ORDINANCES. MOTION CARRIED 8-0.

Adjourn

The meeting adjourned at: 6:04 pm

Respectfully Submitted by,

Sherrie Boak, Recording Secretary, Lansing City Council

Approved by the Committee

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO SUBMIT TO THE ELECTORATE A BALLOT PROPOSAL TO INCREASE THE
LODGING EXCISE TAX IN INGHAM COUNTY**

RESOLUTION #26 – 176

WHEREAS, Public Act 263 of 1974 permits eligible counties, of which Ingham County is one, to levy up to a 5% tax on accommodations for all visitors staying less than 30 days; and

WHEREAS, since 1991, the County has levied a 5% lodging tax; and

WHEREAS, on April 2, 2024, House Bill 5048 was signed into law allowing all eligible counties, including Ingham, to increase the lodging excise tax to 8% on accommodations; and

WHEREAS, House Bill 5048 requires all new lodging taxes and increases beyond 5% to receive a majority support of the public; and

WHEREAS, new revenue can be used in alignment with the allowed uses in Public Act 263 of 1974; and

WHEREAS, if the ballot proposal is approved by a majority of voters, the Ingham County Board of Commissioners may amend the lodging tax ordinance and raise the tax up to 8% and have the sole authority to increase the tax and allocate all revenue.

THEREFORE BE IT RESOLVED, that the following question be submitted to a vote of the electorate at the election to be held on August 4, 2026.

INGHAM COUNTY TOURISM, ENTERTAINMENT FACILITIES, AND ARTS PROPOSAL

To improve convention facilities, modernize the County Fairgrounds, promote the arts, attract tourists and capital investments to the County, and other activities specified by Public Act 263 of 1974, as amended, shall the County be permitted to increase the tax collected from visitors who stay less than 30 days at hotels and similar accommodations, from the present level of 5%, to 8%, for such purposes?

YES [] NO []

BE IT FURTHER RESOLVED, that this question is hereby certified to the County Clerk.

BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to place the proposal on the August 4, 2026 ballot and to be prepared and distributed in the manner required by law.

COUNTY SERVICES: Yeas: Pratt, Lawrence, Grebner, Sebolt, Peña, Johnson, Maiville
Nays: None **Absent:** Ruest **Approved 04/07/26**

FINANCE: Yeas: Grebner, Tennis, Sebolt, Polsdofer, Pratt, Maiville
Nays: None **Absent:** Morgan **Approved 04/08/26**

Electronic Delivery

May 22, 2026

Chris Swope, City Clerk
City of Lansing
124 W. Michigan Avenue, 9th Floor
Lansing, MI 48933

RE: Budget for Fiscal Year Ending June 30, 2027
Capital Forecast for Fiscal Years 2027-2032

Dear Mr. Swope:

In accordance with provisions of the Lansing City Charter, Article 5, Chapter 2, Section 5-203.5, and Section 5-203.6, a copy of the Lansing Board of Water and Light Budget for Fiscal Year ending June 30, 2027, and a copy of the Lansing Board of Water and Light Capital Improvement Plan for Fiscal Years 2027-2032 are attached for filing with your office.

The Board of Commissioners adopted the Budget and accepted the Capital Forecast for Fiscal Years 2027-2032 at a regular board meeting held May 19, 2026.

Respectfully submitted,

LaVella J. Todd
Corporate Secretary

PDF Attachment

Electronic Copy:

Dick Peffley, General Manager
Heather Shawa, Assistant General Manager
Andy Schor, Mayor City of Lansing, MI
LBWL Commissioners
Lansing City Council President, Peter Spadafore, and Council members



OPERATING BUDGET & FORECAST

FY 2027 Income Statement by Utility

FY 2027 Income Statement	Electric	Water	Steam & Hot Water	Chilled Water	Total
Sales (MWh, CCF, MLB, MTHR)	3,447,021	8,392,840	415,248	8,969	
Operating Revenue					
Residential	\$ 110,399,720	\$ 28,397,741	\$ 23,281	\$ -	\$ 138,820,741
Commercial	\$ 133,948,033	\$ 26,595,843	\$ 11,935,124	\$ 7,047,347	\$ 179,526,347
Industrial	\$ 75,757,676	\$ 2,075,534	\$ 4,581,408	\$ -	\$ 82,414,618
Wholesale	\$ 61,063,711	\$ 6,756,991	\$ -	\$ -	\$ 67,820,702
Other	\$ 45,413,027	\$ 5,591,824	\$ 66,967	\$ -	\$ 51,071,817
Total Operating Revenue	\$ 426,582,166	\$ 69,417,933	\$ 16,606,779	\$ 7,047,347	\$ 519,654,225
Operating Expenses					
Fuel & Purchased Power	\$ (133,928,019)	\$ (6,555,126)	\$ (3,670,001)	\$ (2,411,966)	\$ (146,565,112)
Depreciation	\$ (63,134,108)	\$ (10,007,357)	\$ (3,205,005)	\$ (1,099,814)	\$ (77,446,284)
Other Operating Expenses	\$ (153,075,242)	\$ (39,437,994)	\$ (7,108,273)	\$ (2,210,102)	\$ (201,831,612)
Total Operating Expenses	\$ (350,137,368)	\$ (56,000,477)	\$ (13,983,279)	\$ (5,721,883)	\$ (425,843,007)
Total Operating Income	\$ 76,444,798	\$ 13,417,456	\$ 2,623,500	\$ 1,325,464	\$ 93,811,218
Non Operating Income/(Expenses)					
Return on Equity to City	\$ (25,124,837)	\$ (4,048,047)	\$ (983,529)	\$ (422,841)	\$ (30,579,254)
Interest Expense	\$ (38,016,457)	\$ (1,311,956)	\$ (1,976,594)	\$ (78,736)	\$ (41,383,743)
Other Non Operating Income/(Expenses)	\$ 3,960,514	\$ 2,316,635	\$ 641,715	\$ 468,804	\$ 7,387,669
Total Non Operating Income/(Expenses)	\$ (59,180,780)	\$ (3,043,368)	\$ (2,318,407)	\$ (32,773)	\$ (64,575,328)
Total Net Income	\$ 17,264,018	\$ 10,374,088	\$ 305,093	\$ 1,292,692	\$ 29,235,891
FY 2027 Rate Increase	2.04%	2.30%	5.51%	0.00%	
Return on Assets	4.29%	3.46%	1.83%	6.18%	4.03%
Target Return on Assets	5.92%	5.92%	5.92%	5.92%	5.92%

OPERATING BUDGET & FORECAST

FY 2027 Consolidated Cash Flow

6-Year Cash Flow	FY 2027
Beginning Cash (O&M & Receiving Fund)	\$ 125,718,898
Net Income	\$ 29,235,891
Depreciation	\$ 77,446,284
Loss on Disposal of Assets	\$ 2,709,239
DB and VEBA	\$ 1,138,928
Use of Bond Proceeds	\$ 17,591,308
Commodity Cost Adjustment	\$ (3,920,005)
Tax Credits	\$ -
Gas Pipeline Payment Refunds	\$ 10,217,717
Grants	\$ 9,196,039
Total Sources of Cash	\$ 143,615,401
Principal Payments on Bonds	\$ (18,914,184)
Environmental Projects	\$ 2,072,115
Capital Expenditures	\$ (118,338,382)
Bond Amoritization Adjustment	\$ (5,163,860)
Other	\$ (2,850,780)
Total Uses of Cash	\$ (143,195,090)
Net Cash Increase (Decrease)	\$ 420,311
Ending Cash (O&M & Receiving Fund)	\$ 126,139,208
Days Cash on Hand	177
Minimum Cash Reserve Requirement	176

CAPITAL PORTFOLIO – BUDGET & FORECAST

FY 2027 Capital Budget Summary

	FY 2027
Utility	
Electric	\$ 47,261,657
Water	\$ 18,498,469
Steam	\$ 2,067,000
Chilled Water	\$ 52,008
Common	\$ 9,034,756
Contingency	\$ 190,135
Total Capital Portfolio	\$ 77,104,025
Location	
REO Plant	\$ 2,800,000
Delta Energy Park	\$ 1,177,000
DEP 2 (RICE) Plant	\$ 1,908,560
Water Production	\$ 4,210,970
Electric T&D	\$ 41,369,975
Water T&D	\$ 14,287,499
Steam T&D	\$ 2,067,000
Chilled Water T&D	\$ 52,008
Other	\$ 9,231,013
Total Capital Portfolio	\$ 77,104,025
*Net capital spend, including any Contribution in Aid of Construction (CIAC) or Grants	

CAPITAL PORTFOLIO – BUDGET & FORECAST

FY 2027 – FY 2032 Capital Improvement Plan

	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	Forecast Total
Utility							
Electric	\$ 47,261,657	\$ 44,707,042	\$ 43,977,701	\$ 68,844,441	\$ 52,974,546	\$ 51,748,639	\$ 309,514,026
Water	\$ 18,498,469	\$ 19,667,556	\$ 26,422,445	\$ 27,197,801	\$ 26,759,079	\$ 25,838,186	\$ 144,383,536
Steam	\$ 2,067,000	\$ 2,070,000	\$ 2,073,000	\$ 2,076,000	\$ 2,079,000	\$ 2,082,000	\$ 12,447,000
Chilled Water	\$ 52,008	\$ 53,069	\$ 54,594	\$ 54,594	\$ 67,000	\$ 70,000	\$ 351,265
Common	\$ 9,034,756	\$ 10,988,202	\$ 5,498,269	\$ 13,221,287	\$ 16,278,646	\$ 12,267,384	\$ 67,288,544
Contingency	\$ 190,135	\$ -	\$ 151,379	\$ 151,379	\$ 622,423	\$ 2,793,475	\$ 3,908,791
Total Capital Portfolio	\$ 77,104,025	\$ 77,485,869	\$ 78,177,388	\$ 111,545,502	\$ 98,780,694	\$ 94,799,684	\$ 537,893,162
Location							
REO Plant	\$ 2,800,000	\$ 2,919,598	\$ 5,933,781	\$ 531,968	\$ 10,000,000	\$ 15,300,000	\$ 37,485,347
Delta Energy Park	\$ 1,177,000	\$ 1,127,500	\$ -	\$ 30,600,000	\$ -	\$ 7,800,000	\$ 40,704,500
DEP 2 (RICE) Plant	\$ 1,908,560	\$ -	\$ -	\$ -	\$ 5,618,652	\$ -	\$ 7,527,212
Water Production	\$ 4,210,970	\$ 7,432,086	\$ 11,188,513	\$ 10,574,455	\$ 11,774,579	\$ 9,390,352	\$ 54,570,955
Electric T&D	\$ 41,369,975	\$ 40,659,944	\$ 38,043,920	\$ 37,712,473	\$ 37,355,894	\$ 28,448,639	\$ 223,590,845
Water T&D	\$ 14,287,499	\$ 12,235,470	\$ 15,233,932	\$ 16,623,346	\$ 14,984,500	\$ 16,447,834	\$ 89,812,581
Steam T&D	\$ 2,067,000	\$ 2,070,000	\$ 2,073,000	\$ 2,076,000	\$ 2,079,000	\$ 2,082,000	\$ 12,447,000
Chilled Water T&D	\$ 52,008	\$ 53,069	\$ 54,594	\$ 54,594	\$ 67,000	\$ 70,000	\$ 351,265
Other	\$ 9,231,013	\$ 10,988,202	\$ 5,649,648	\$ 13,372,666	\$ 16,901,069	\$ 15,260,859	\$ 71,403,457
Total Capital Portfolio	\$ 77,104,025	\$ 77,485,869	\$ 78,177,388	\$ 111,545,502	\$ 98,780,694	\$ 94,799,684	\$ 537,893,162
*Net capital spend, including Contribution in Aid of Construction (CIAC) or Grants							

CAPITAL PORTFOLIO – BUDGET & FORECAST

FY 2027 – FY 2032 New & Renewable Energy Spending Plan

Project	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	Forecast Total*
DEP 2 (RICE)	\$ 1,840,752	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,840,752
DEP Storage / Transformer	\$ 615,056	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 615,056
DEP Solar	\$ 7,675,093	\$ 10,640,604	\$ -	\$ -	\$ -	\$ -	\$ 18,315,697
Comfort Landfill Solar	\$ 4,782,853	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,782,853
Lake Lansing Solar	\$ 1,381,673	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,381,673
Watertown Solar 1 / Replacement	\$ 7,546,256	\$ 3,716,781	\$ -	\$ -	\$ -	\$ -	\$ 11,263,037
Watertown Solar 2 / Replacement	\$ 8,015,072	\$ 1,685,994	\$ -	\$ -	\$ -	\$ -	\$ 9,701,066
Total	\$ 31,856,755	\$ 16,043,379	\$ -	\$ -	\$ -	\$ -	\$ 47,900,134

*Gross capital spend, not including any Contribution in Aid of Construction (CIAC), Grants, or tax credits

*Figures reflect Phase 1 projects only, exclude pre-forecast expenditures: additional new energy projects may be identified through Integrated Resource Planning and strategic planning processes.

*Tax credits, which are not included in the amounts above, are projected to be 22-30% of eligible costs

CAPITAL PORTFOLIO – BUDGET & FORECAST

FY 2027 – FY 2032 Hot Water Conversion

System Area	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	Forecast Total*
Distribution Transmission	\$ 618,000	\$ 3,814,000	\$ 2,993,000	\$ 2,005,000	\$ 2,774,000	\$ 3,067,000	\$ 15,271,000
Distribution Services	\$ 308,000	\$ 1,547,000	\$ 1,340,000	\$ 766,000	\$ 1,446,000	\$ 943,000	\$ 6,350,000
Production	\$ 3,213,504	\$ -	\$ 1,138,500	\$ 1,138,500	\$ 3,217,000	\$ 3,217,000	\$ 11,924,504
Total	\$ 4,139,504	\$ 5,361,000	\$ 5,471,500	\$ 3,909,500	\$ 7,437,000	\$ 7,227,000	\$ 33,545,504

*Gross capital spend, not including any Contribution in Aid of Construction (CIAC), Grants, or tax credits
 *The amounts shown above exclude amounts expended prior to and/or following the forecast period

**AMENDMENT NO. 9 TO AGREEMENT
BETWEEN THE CITY OF LANSING AND
THE BOARD OF WATER & LIGHT**

This Amendment No. 9 is entered as of this 26th day of May, 2026, by and between the City of Lansing, 124 W. Michigan Ave., Lansing, MI 48933, hereinafter referred to as “City,” and the Board of Water & Light, 1201 South Washington Ave., Lansing, Michigan 48910, hereinafter referred to as “Board.” The City and the Board are each a “Party” and, collectively are the “Parties.”

STATEMENT OF PURPOSE

- A. The Parties entered into an Agreement dated June 30, 1992 (the “Agreement”), a copy of which is attached as **Exhibit A**;
- B. The Parties entered into Amendment No. 1 to the Agreement on December 17th, 2001, which expired June 30, 2012, a copy of which is attached as **Exhibit B**;
- C. The Parties entered into Amendment No. 2 to the Agreement on June 30, 2012, which expired June 30, 2017, a copy of which is attached as **Exhibit C**;
- D. The Parties entered into Amendment No. 3 to the Agreement on December 23, 2013, which increased the Board’s annual payment to the City to 6.1% of its revenue from retail and wholesale sales of chilled water, electric, steam, heat and water utilities for the preceding 12-month period ending May 31st of each year (the “Payment”). A copy of Amendment No. 3 is attached as **Exhibit D**;
- E. Amendment No. 3 also extended the term of the Agreement for an additional year beyond that provided for in Amendment No. 2, such that the Agreement expired June 30, 2018, unless extended in writing by the Board of Commissioners and the City Council of Lansing;
- F. The Parties entered into Amendment No. 4 to the Agreement on July 1, 2018. Amendment No. 4 extended the terms and provisions of the Agreement by an additional two years such that the Agreement expired June 20, 2020, unless extended in writing by the Commissioners of the Board and the City Council of Lansing. A copy of Amendment No. 4 is attached as **Exhibit E**; and
- G. The Parties entered into Amendment No. 5 to the Agreement on July 1, 2020. Amendment No. 5 extended the terms and provisions of the Agreement by an additional two (2) years. Further, the Parties agreed that the Board would pay to the City a fixed dollar amount for each of the Fiscal Years 2020, 2021, and 2022 as follows: FY2020 \$23,100,000; FY2021 \$25,000,000; and FY2022 \$25,000,000. It was also agreed that in addition to the amounts described in the preceding paragraph, for each of FY2021 and FY2022, the Board would pay to the City an amount determined as follows:
(the Board’s revenue from retail and wholesale sales of chilled water, electric, steam, heat and water utilities for the preceding 12-month period ending May 31st minus

\$409,836,066) multiplied by 3%). A copy of Amendment No. 5 is attached as **Exhibit F**.

- H. The Parties entered into Amendment No. 6 to the Agreement on July 20, 2022. Amendment No. 6 extended the terms and provisions of the Agreement by an additional two (2) years. Further, the Parties agreed that the Board would pay to the City for the two fiscal years commencing on July 1, 2022, 6% of total Board operating revenues, excluding inter-utility sales, as reported in the Board's audited financial statements. The Parties also agreed that payments by the Board would be made quarterly within 30 days after each quarter's end and any changes to operating revenues or inter-utility sales after a quarterly payment has been made, would be adjusted for in the subsequent quarter's payment. A copy of Amendment No. 6 is attached as **Exhibit G**.
- I. The Parties entered into Amendment No. 7 to the Agreement on August 16, 2024, which extended the term of the Agreement for an additional year. Further, the Parties agreed that the Board would pay to the City for the two fiscal years commencing on July 1, 2023 and July 1, 2024, 6% of total budgeted Board operating revenues, excluding inter-utility sales, as is in effect at the start of each respective fiscal year. The Parties also agreed that payments by the Board would ". . . be made quarterly by the end of the month following each quarter's end. If this date falls on a weekend or holiday, payment may be made on the next business day. Q4 payment of FY2024 will incorporate the terms above including any difference between payments to date and the total fiscal year amount." A copy of Amendment No. 7 is attached as **Exhibit H**.
- J. The Parties entered into Amendment No. 8 to the Agreement on May 22, 2025, which extended the term of the Agreement for an additional year. Further, the Parties agreed that the Board would pay to the City for the fiscal year commencing on July 1, 2025, 6% of total budgeted Board operating revenues, as is in effect at the start of fiscal year 2026. The Parties also agreed that if actual operating revenues are higher than budgeted operating revenues, the return on equity payments would be 6% of actual operating revenues. A copy of Amendment No. 8 is attached as **Exhibit I**.

Including as modified by this Amendment No. 9, and by the prior Amendments Nos. 1-8, the Parties desire to extend the term of the Agreement.

AGREEMENT

The Parties therefore agree as follows:

- 1) The term of the Agreement is extended by an additional two (2) years, such that the Agreement shall automatically terminate on June 30, 2028, unless extended further by the Commissioners of the Board and the City Council of Lansing.
- 2) The Agreement is amended to state that the Board shall make return on equity payments to the City for the fiscal years commencing on July 1, 2026 and July 1, 2027, in the amount of 6% of total budgeted Board operating revenues, excluding inter-utility sales, as is in effect at the start of each respective fiscal year. If actual operating revenues are higher than

budgeted operating revenues, the return on equity payments will be calculated in the amount of 6% of actual operating revenues.

- 3) Q1 to Q3 payments shall be made by the 20th of September, December, and March. Q4 payment of each fiscal year will incorporate the terms above including any difference between payments to date and the total fiscal year amount, and shall be made by July 31st after fiscal year end. If any date falls on a weekend or city holiday, payment may be made on the next business day.
- 4) This Agreement as amended contains the entire Agreement and any terms, conditions or provisions not contained in this Agreement as amended are not binding on either Party.
- 5) This Agreement shall inure to the benefit of the Parties to the Agreement.
- 6) This Agreement, or any of its terms or provisions, shall not be waived, modified or otherwise altered except as agreed in writing and executed by both Parties.
- 7) Except as modified in this Amendment No. 9, the Agreement shall remain in full force and effect. Nothing herein releases the Board from any payments it is obligated to make pursuant to the previous amendments to the Agreement.

IN WITNESS WHEREOF, the Parties have signed this Amendment No. 9, and it shall become effective on the date first above written.


CITY OF LANSING

By: _____
Andy Schor, Mayor

By: _____
Chris Swope, City Clerk

BOARD OF WATER & LIGHT

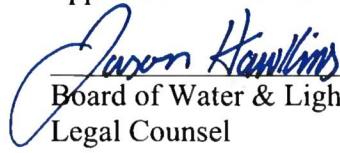
By: 
Richard R. Peffley
General Manager

By: 
Lavella J. Todd
Corporate Secretary

Approved as to form only:

City Attorney

Approved as to form:



Board of Water & Light
Legal Counsel

Approved as availability of funds:
Account No. 101-674100

Controller

Law C

EXHIBIT A

AGREEMENT
BETWEEN THE CITY OF LANSING AND
THE BOARD OF WATER & LIGHT

AGREEMENT dated the 3rd day of June, 1992, by and between the City of Lansing, hereinafter referred to as "City", and the Board of Water & Light, 123 West Ottawa, Lansing, Michigan 48933, hereinafter referred to as "Board".

WITNESSETH:

WHEREAS, pursuant to the 1978 City Charter, the Board and the City are encouraged to cooperate with each other; and

WHEREAS, Michigan law, specifically, Act 94, Public Acts of 1933, as amended, and various revenue bond covenants contained in revenue bonds issued by the Board provide that the Board shall not offer or furnish free utility service to any entity including the City; and

WHEREAS, pursuant to the 1978 City Charter the City provides to the Board, among other things, use of its streets, alleys, bridges and other public places of the City without compensation and the Board, as an agency of the City, is exempt from property taxation; and

WHEREAS, since 1972 the Board has contributed to the City an annual amount as a return on equity and City Council has now requested the Board to increase the amount it contributes to the City; and

WHEREAS, the Commissioners of the Board of Water & Light have agreed that the payment of a return on equity to the City is in the best interest of its ratepayers; and

WHEREAS, the Commissioners of the Board of Water & Light have offered to the City a proposal to modify the percentage used to calculate the Board's return on equity to the City and has requested the City to deed to the Board the parcel located at 123 W. Ottawa Street in a manner consistent with the City Charter; and

WHEREAS, the Mayor and his staff have reviewed the Board's proposal and recommend that the City Council approve of the Board's proposal;

NOW, THEREFORE, IT IS AGREED:

1. The Board's annual payment of a return on equity to the City for the next ten (10) years commencing on July 1, 1992 shall be 4.0 percent of net billed retail sales from its water, steam heat, and electric utilities for the preceding 12 month period ending May 31 of each year. Subject to the provisions of Act 94 Public Acts of 1933, as amended, and the Board's various bond covenants this amount shall be payable to the City no later than June 30th of each year.
2. In addition to any sums mentioned in paragraphs 1 and 2 of this Agreement the Board shall pay to the City the total sum of \$1,850,000.00 as consideration for a quitclaim deed from the City for the parcel at 123 West Ottawa Street. The quitclaim deed shall be in a form consistent with the 1978 City Charter and the parcel shall be held by the Board for its purposes. The sum of \$1,850,000.00 shall be payable as follows:
 - a. \$1,600,000 shall be paid to the City by the Board no later than June 30, 1992; and
 - b. \$250,000 shall be payable to the City by the Board no later than July 15, 1992.

3. The initial payment of 4.0 percent of the net billed retail sales from the Board's water, steam heat and electric utilities shall be made to the City no later than June 30, 1993, and this initial payment shall be in addition to the sum of \$250,000 which shall be paid to the City no later than July 15, 1992.
4. The City shall convey to the Board by quitclaim deed the parcel at 123 West Ottawa Street no later than June 30, 1992 in a manner consistent with the 1978 City Charter and the parcel shall be held by the Board for its purposes.
5. This Agreement shall automatically terminate on June 30, 2002, unless extended in writing by the Commissioners of the Board and the City Council of the City of Lansing.
6. This Agreement contains the entire Agreement and any terms, conditions or provisions not contained in this Agreement are not binding on either party.
7. This Agreement, or any of its terms or provisions, shall not be waived, modified or otherwise altered unless in writing and executed by both parties to this Agreement.

IN WITNESS WHEREOF the parties have signed this Agreement on the date first above written.

WITNESS:

Josias Kozak
Cedric Hartung

CITY OF LANSING

By: *Terry J. McKain*
 Terry J. McKain, Mayor

By: *William Slade*
 for James D. Blair, City Clerk

WITNESS:

Dwight A. Bishop
Rosemary Williams

Approved as to form only:

Alvan P. Knot
Alvan P. Knot
City Attorney

BOARD OF WATER & LIGHT

By: Joseph Pandy, Jr.
Joseph Pandy, Jr.,
Director & General Manager
By: Mary E. Silva
Mary E. Silva,
Corporate Secretary

I hereby certify as to the availability of funds in Account
none required.

Stephen W. Duarte
for STEPHEN W. DUARTE
City Controller

APPROVED AS TO FORM
Lawrence F. White
BOARD OF WATER & LIGHT
LEGAL COUNSEL

Resolution No. 92-8-2

ADMINISTRATIVE

WHEREAS, at the regular meeting of June 16, 1992, the Board adopted a resolution authorizing the General Manager and Corporate Secretary to enter into a Return on Equity Agreement with the City of Lansing subject to confirmation by a majority vote of the Board of Commissioners at the next regularly scheduled Board meeting, be it

RESOLVED, That the Agreement between the City of Lansing and the Board of Water and Light, dated June 30, 1992, governing the transfer of a parcel located at 123 W. Ottawa Street and a Return on Equity payment is hereby ratified, confirmed, and approved.

Recommended by Mary B. Sova 8/6/92
Mary B. Sova, Secretary Date

Approved by: Joe Pandy 8/6/92
Joseph Pandy, Jr., General Manager Date

Date Resolved by Board Action: August 25, 1992

**AMENDMENT NO. 1 TO AGREEMENT
BETWEEN THE CITY OF LANSING AND
THE BOARD OF WATER AND LIGHT**

This Amendment No. 1 is entered into as of this 17th day of December by and between the City of Lansing, 124 W. Michigan Avenue, Lansing, Michigan 48933, hereinafter referred to as "City", and the Board of Water and Light, 1232 Haco Drive, Lansing, Michigan 48912, hereinafter referred to as the "Board".

STATEMENT OF PURPOSE

The Parties have entered into an agreement (Agreement) dated June 30, 1992 which is set to expire June 30, 2002, a copy of which is attached as Exhibit A; and

Except as modified by this Amendment No. 1, the Parties desire to extend the terms and provisions of the Agreement (both this Amendment No. 1 and the Agreement are hereinafter referred to as Agreement); and

The Parties acknowledge that ownership of a utility entitles the City to receive certain benefits associated with that ownership; and

The Parties also acknowledge that it is generally accepted practice in the municipal utility industry for municipal utilities, being exempt from property taxes, to make payments to the state or local government.

AGREEMENT

The Parties therefore agree as follows:

- 1) The Board shall make an annual payment to the City for the next ten (10) years commencing on July 1, 2002, in the amount of 4.0 percent of its revenue from retail and wholesale sales of chilled water, electric, steam heat, and water utilities

for the preceding 12 month period ending May 31st of each year. Subject to the provisions of Act 94 Public Acts of 1933, as amended, and the Board's various bond covenants this amount shall be payable to the City no later than June 30th of each year.

- 2) In further consideration of this Agreement, the Board shall additionally pay to the City 4% of its wholesale sales for electricity and water for March-April-May of 2002; such payment will be made before June 30, 2002.
- 3) This Agreement shall automatically terminate on June 30, 2012, unless extended in writing by the Commissioners of the Board and the City Council of the City of Lansing.
- 4) This Agreement contains the entire Agreement and any terms, conditions or provisions not contained in this Agreement are not binding on either party.
- 5) This Agreement, or any of its terms or provisions, shall not be waived, modified or otherwise altered unless in writing and executed by both parties to this Agreement.
- 6) This Agreement shall inure to the benefit of the Parties.
- 7) Except as modified by this Amendment No. 1, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties have signed this Agreement on the date first above written.

WITNESS:

Linda M. Sanchez
Robert K. Miner

CITY OF LANSING

By: David C. Hollister
David Hollister, Mayor

By: Steve Dougan
Steve Dougan, City Clerk

WITNESS:

Burley A. Bishop
Rosemary Sullivan

BOARD OF WATER & LIGHT

By: Joseph M. Pandey, Jr.
Joseph M. Pandey, Jr.
Director and General Manager

By: Mary E. Sova
Mary E. Sova
Corporate Secretary

Approved as to form only:

James Schierka
James Schierka
City Attorney

I hereby certify that funds are available
Acct. No. none required
J. Brasher
Principal Accountant
for City Controller

Approved as to form:

Lawrence H. Wilhite
Lawrence H. Wilhite
Board of Water & Light
Legal Counsel

(h:\bblword\jplcitycity-bwlagnt-1a.doc)

Exhibit C

AMENDMENT NO. 2 TO AGREEMENT BETWEEN THE CITY OF LANSING AND THE BOARD OF WATER AND LIGHT

This Amendment No. 2 is entered into as of this 30th day of June, 2012, by and between the City of Lansing, 124 W. Michigan Ave., Lansing, MI 48933, hereinafter referred to as "City", and the Board of Water and Light, 1232 Haco Drive, Lansing, Michigan 48912, hereinafter referred to as "Board".

STATEMENT OF PURPOSE

The Parties have entered into an agreement dated June 30, 1992, a copy of which is attached as **Exhibit A**; and

The Parties entered into Amendment No. 1 to the original agreement on December 17th, 2002, which is set to expire June 30, 2012, a copy of which is attached as **Exhibit B**; and

Except as modified by this Amendment No. 2, the parties desire to extend the terms and provisions of the Agreement (this Amendment No. 2, Amendment No. 1, and the original agreement are hereinafter referred to collectively as the "Agreement"); and

The parties acknowledge that ownership of a utility entitles the City to receive certain benefits associated with that ownership; and

The Parties acknowledge that it is generally accepted practice in the municipal utility industry for municipal utilities, being exempt from taxes, to make payments to the state or local government.

AGREEMENT

The Parties therefore agree as follows:

- 1) The Board shall make an annual payment to the City for five (5) years

commencing on July 1, 2012, in the amount of five (5.0%) percent of its revenue from retail and wholesale sales of chilled water, electric, steam heat, and water utilities for the preceding 12 month period ending May 31st of each year (the "Payment").

- 2) Subject to the provisions of Act 94 Public Acts of 1933, as amended, and the Board's various bond covenants, the Payment shall be payable to the City no later than June 30th of each year.
- 3) This Agreement shall automatically terminate on June 30, 2017, unless extended in writing by the Commissioners of the Board and the City Council of the City of Lansing.
- 4) This Agreement contains the entire Agreement and any terms, conditions or provisions not contained in this Agreement are not binding on either party.
- 5) This Agreement shall inure to the benefit of the Parties.

This Agreement, or any of its terms or provisions, shall not be waived, modified or otherwise altered unless in writing and executed by both parties to this agreement.

- 6) Except as modified in this Amendment No. 2, the original agreement and Amendment No. 2 shall remain in full force and effect. Nothing herein releases the Board from any payments it is obligated to make pursuant to the previously entered agreement and amendment.

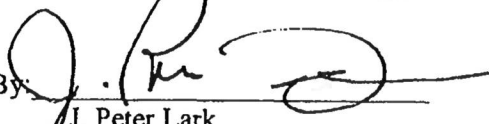
IN WITNESS WHEREOF the parties have signed this Agreement on the date first above written.

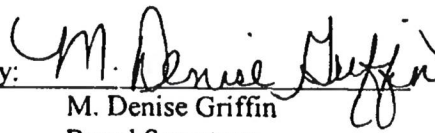
CITY OF LANSING

By: 
Virg Bernero, Mayor

By: 
Chris Swope, City Clerk

BOARD OF WATER AND LIGHT


By: 
J. Peter Lark
Director and General Manager

By: 
M. Denise Griffin
Board Secretary

Approved as to form only:


City Attorney

Approved as to form:


Brandie F. Ekren
Board of Water and Light
Legal Counsel

**AMENDMENT NO. 3 TO AGREEMENT
BETWEEN THE CITY OF LANSING AND
THE BOARD OF WATER AND LIGHT**

This Amendment No. 3 ("Amendment #3") is entered into as of this 23rd day of December, 2013, by and between the City of Lansing, 124 W. Michigan Ave., Lansing, MI 48933, hereinafter referred to as "City", and the Board of Water and Light, 1232 Haco Drive, Lansing, Michigan 48912, hereinafter referred to as "Board".

STATEMENT OF PURPOSE

The Parties have entered into an agreement dated June 30, 1992, a copy of which is attached as Exhibit A; and

The Parties entered into Amendment No. 1 to the original agreement on December 17th, 2002, which was set to expire June 30, 2012, a copy of which is attached as Exhibit B ("Amendment #1"); and

The Parties entered into Amendment No. 2 to the original agreement on June 30, 2012, which was set to expire June 30, 2017, a copy of which is attached as Exhibit C ("Amendment #2"); and

Except as modified by this Amendment No. 3, the parties desire to extend the terms and provisions of the Agreement (this Amendment No. 3, Amendment No. 2, Amendment No. 1 and the original agreement are hereinafter referred to collectively as the "Agreement") by an additional year and increase the annual payment to the City for the remainder of the term; and

The parties acknowledge that ownership of a utility entitles the City to receive certain benefits associated with that ownership; and

The Parties acknowledge that it is generally accepted practice in the municipal utility industry for municipal utilities, being exempt from taxes, to make payments to the state or local government.

AGREEMENT

The Parties therefore agree as follows:

- 1) The term of Amendment No. 2, which is currently set to expire June 30, 2017, is extended to June 30, 2018.
- 2) The Board shall make payments to the City for the remaining five (5) years commencing on July 1, 2013, in the amount of six point one (6.1%) percent of its revenue from retail and wholesale sales of chilled water, electric, steam heat, and water utilities for the preceding 12 month period ending May 31st of each year (the "Payment").
- 3) Subject to the provisions of Act 94 Public Acts of 1933, as amended, and the Board's various bond covenants, the Payment shall be payable to the City in semi-annual installments due no later than thirty (30) days following each one-half (1/2) year this Agreement is in effect:

December 1 (estimated)
June 30 – to include reconciliation for entire fiscal year

The June 1 payment shall constitute the difference between the estimated payment for the first one-half (1/2) year and the actual calculated amount for the entire fiscal year.
- 4) This Agreement shall automatically terminate on June 30, 2018, unless extended in writing by the Commissioners of the Board and the City Council of the City of Lansing.


- 5) This Agreement contains the entire Agreement and any terms, conditions or provisions not contained in this Agreement are not binding on either party.
- 6) This Agreement shall inure to the benefit of the Parties.

This Agreement, or any of its terms or provisions, shall not be waived, modified or otherwise altered unless in writing and executed by both parties to this agreement.

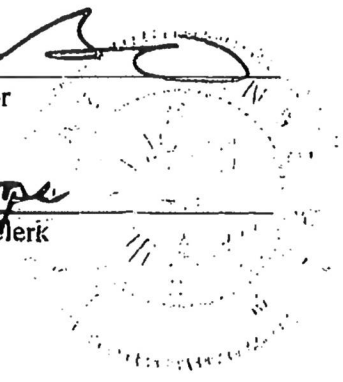
- 7) Except as modified in this Amendment No. 3, the original agreement and amendments shall remain in full force and effect. Nothing herein releases the Board from any payments it is obligated to make pursuant to the previously entered agreement and amendments.

IN WITNESS WHEREOF the parties have signed this Agreement on the date first above written.

CITY OF LANSING

By: 
Virg Bernero, Mayor

By: 
Chris Swope, City Clerk

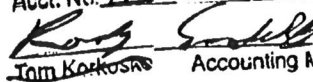


Approved as to form only:


City Attorney

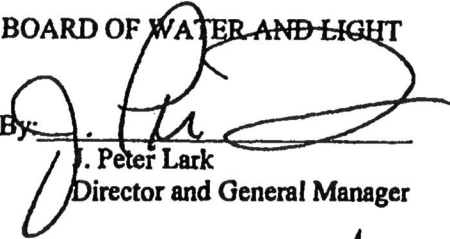
I hereby certify that funds are available

Acct. No. 101-674100


Tom Koikos Accounting Manager

BOARD OF WATER AND LIGHT

By:


J. Peter Lark
Director and General Manager

By:


M. Denise Griffin
Board Secretary

Approved as to form only:


Brandie F. Ekren
Board of Water and Light Legal Counsel

**AMENDMENT NO. 4 TO AGREEMENT
BETWEEN THE CITY OF LANSING AND
THE BOARD OF WATER AND LIGHT**

This Amendment No. 4 ("Amendment No. 4") is entered into as of this 1ST day of JULY, 2018 by and between the City of Lansing, 124 W. Michigan Ave., Lansing, MI 48933, hereinafter referred to as "City", and the Board of Water and Light, 1232 Haco Drive, Lansing, Michigan 48912, hereinafter referred to as "Board".

STATEMENT OF PURPOSE

- A. The Parties entered into an original agreement, dated June 30, 1992, a copy of which is attached as **Exhibit A**.
- B. The Parties extended the original agreement by Amendment No. 1, dated December 17th, 2002, which expired June 30, 2012; by Amendment No. 2, dated June 30, 2012, which expired June 30, 2017; and by Amendment No. 3, dated December 23, 2013, which is set to expire June 30, 2018. A copy of Amendment No. 3 is attached as **Exhibit B**.
- C. As modified by this Amendment No. 4, the Parties desire to extend the terms and provisions of the original agreement, as extended and modified by Amendments No. 1, No. 2, and No. 3, by this Amendment No. 4 (collectively "this Agreement") through June 30, 2020 to and continue the annual 6.1% Payment to the City for the remainder of this term.
- D. The Parties acknowledge that ownership of a utility entitles the City to receive certain benefits associated with that ownership, and that it is generally acceptable practice in

the municipal utility industry for municipal utilities, being exempt from taxes, to make payments to the state or local government.

AGREEMENT

The Parties, therefore, in acknowledgement and reliance on the Statement of Purpose and in consideration of the mutual covenants herein contained, agree as follows:

- 1) The term of Amendment No. 3, which is currently set to expire June 30, 2018, is extended to June 30, 2020.
- 2) The Board shall extend its payments to the City, under this Agreement, commencing on July 1, 2018 through June 30, 2020, in the continued amount equal to six point one (6.1%) percent of its revenue from retail and wholesale sales of chilled water, electric, steam heat, and water utilities for the proceeding 12 month period ending May 31st of each year (the "Payment").
- 3) Subject to the provisions of Act 94 Public Acts of 1933, as amended, and the Board's various bond covenants, the Payment shall be payable to the City in semi-annual installments due no later than thirty (30) days following each one/half (1/2) year that this Agreement is in effect as follows:

First ½ year – June 1 to December 1 of each Payment year – to be an estimated payment;

Second ½ year – December 2 to May 31 of each Payment year – to include reconciliation payment for entire fiscal year.

The May 31 payment date calculation shall constitute the difference between the estimated payment for the first one-half (1/2) year and the actual calculated amount for the entire fiscal year.

- 4) This Agreement shall automatically terminate on June 30, 2020, unless extended in writing by the Commissioners of the Board and the City Council of the City of Lansing.
- 5) This Agreement contains the entire agreement and any terms, conditions or provisions not contained in this Agreement are not binding on either party.
- 6) This Agreement shall inure the benefit of the Parties. This Agreement, or any of its terms or provisions, shall not be waived, modified or otherwise altered unless in writing and executed by both parties to this Agreement.
- 7) Except as modified in this Amendment No. 4, the original agreement and Amendments No. 1, No. 2 and No. 3 shall remain in full force and effect. Nothing herein releases the Board from any payments it is obligated to make pursuant to the previously entered original agreement and Amendments No. 1, No. 2 and No. 3.

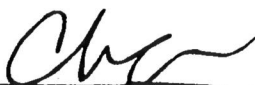
IN WITNESS WHEREOF the parties have signed this Agreement on the date first above written.

CITY OF LANSING

By: _____


Andy Schor, Mayor

By: _____


Chris Swope, City Clerk

Approved as to form only:

J. D. Smerka
James D. Smerka, City Attorney

I hereby certify that funds are available

Acct. No. N/A

Randy Endsley
Randy Endsley, Accounting Manager

BOARD OF WATER AND LIGHT

By: Richard R. Peffley
Richard R. Peffley, General Manager

By: M. Denise Griffin
M. Denise Griffin, Board Secretary

Approved as to form only:

Brandie F. Ekren
Brandie F. Ekren
Board of Water and Light Legal Counsel

EXHIBIT F

AMENDMENT NO. 5 TO AGREEMENT BETWEEN THE CITY OF LANSING AND THE BOARD OF WATER AND LIGHT

This Amendment No. 5 is entered as of this 1st day of July 2020, by and between the City of Lansing, 124 W. Michigan Ave., Lansing, MI 48933, hereinafter referred to as "City", and the Board of Water and Light, 1201 South Washington Ave., Lansing, Michigan 48910, hereinafter referred to as "Board". The City and the Board are each a "Party" and, collectively are the "Parties".

STATEMENT OF PURPOSE

- A. The Parties entered into an Agreement dated June 30, 1992 (the "Agreement"), a copy of which is attached as **Exhibit A**; and
- B. The Parties entered into Amendment No. 1 to the Agreement on December 17th, 2001, which expired June 30, 2012, a copy of which is attached as **Exhibit B**; and
- C. The Parties entered into Amendment No. 2 to the Agreement on June 30, 2012, which expired June 30, 2017, a copy of which is attached as **Exhibit C**;
- D. The Parties entered into Amendment No. 3 to the Agreement on December 23, 2013, which increased the Board's annual payment to the City to 6.1% of its revenue from retail and wholesale sales of chilled water, electric, steam, heat and water utilities for the preceding 12 months period ending May 31st of each year (the "Payment"). A copy of Amendment No. 3 is attached as **Exhibit D**, and
- E. Amendment No. 3 also extended the term of the Agreement for an additional year beyond that provided for in Amendment No.2, such that the Agreement expired June 30, 2018, unless extended in writing by the Board of Commissioners and the City Council of Lansing.
- F. The Parties entered into Amendment No. 4 to the Agreement on July 1, 2018. Amendment No. 4 extended the terms and provisions of the Agreement by an additional two years such that the Agreement expires June 20, 2020, unless extended in writing by the Commissioners of the Board and the City Council of Lansing. A copy of Amendment No. 4 is attached as **Exhibit E**.

Including as modified by this Amendment No. 5, and by the prior Amendments No.s 1 – 4, the Parties desire to extend the terms and provisions of the Agreement by an additional two (2) years. Further, the Parties agree that the Board will pay to the City a fixed dollar amount for each of the Fiscal Years 2020, 2021, and 2022 as follows: FY2020 \$23,100,000; FY2021 \$25,000,000; and FY2022 \$25,000,000.

In addition to the amounts described in the preceding paragraph, for each of FY2021 and FY2022, the Board shall pay to the City an amount determined as follows:

(the Board's revenue from retail and wholesale sales of chilled water, electric, steam, heat and water utilities for the preceding 12 months period ending May 31st minus \$409,836,066) multiplied by 3%.

For purposes of illustration only:

In FY 2021, the Board will pay to the City \$25,000,000.

In addition, assuming the Board's revenues for the prior year ending May 2021 are \$420,000,000, the additional revenue calculation payable to the City would be:

$$\$420,000,000 - \$409,836,066 = \$10,163,934.$$

$$\$10,163,934 \times 3\% = \$304,918 \text{ payable to the city, in addition to } \$25,000,000.$$

If this calculation results in a negative number or zero (0), no additional payment will be required.

AGREEMENT

The Parties therefore agree as follows:


- 1) The terms of the Agreement are extended by an additional two years, such that the Agreement shall automatically terminate on June 30, 2022, unless extended further by the Commissioners of the Board and the City Council of Lansing.
- 2) The Agreement as amended contains the entire Agreement and any terms, conditions or provisions not contained in this Agreement as amended are not binding on either Party.
- 3) This Agreement shall inure to the benefit of the Parties to the Agreement.
- 4) This Agreement, or any of its terms or provisions, shall not be waived, modified or otherwise altered except as agreed in writing and executed by both Parties.
- 5) Except as modified in this Amendment No. 5, the Agreement shall remain in full force and effect. Nothing herein releases the Board from any payments it is obligated to make pursuant to the previous amendments to the Agreement.

[Signature page follows]

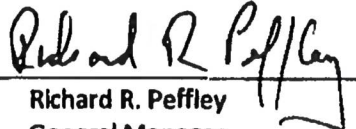
IN WITNESS WHEREOF the parties have signed this Amendment No. 5, and it shall become effective on the date first above written.

CITY OF LANSING

By: 
Andy Schor, Mayor

By: 
for Chris Swope, City Clerk

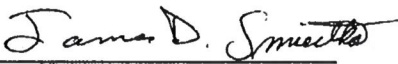
BOARD OF WATER AND LIGHT

By: 
Richard R. Peffley
General Manager

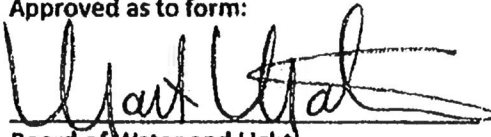
By: M. Denise Griffin
M. Denise Griffin
Corporate Secretary

Digitally signed by M. Denise Griffin
DN: cn=M. Denise Griffin, o=Lansing
Board of Water and Light, ou,
email=MDenise.Griffin@lbwl.com,
c=US
Date: 2020.07.23 15:02:05 -04'00'

Approved as to form only:


City Attorney Number P20608

Approved as to form:


Board of Water and Light
Legal Counsel

076492.000026 4822-8219-0010.3

EXHIBIT G

AMENDMENT NO. 6 TO AGREEMENT BETWEEN THE CITY OF LANSING AND THE BOARD OF WATER & LIGHT

This Amendment No. 6 is entered as of this 20th day of July, 2022, by and between the City of Lansing, 124 W. Michigan Ave., Lansing, MI 48933, hereinafter referred to as "City," and the Board of Water & Light, 1201 South Washington Ave., Lansing, Michigan 48910, hereinafter referred to as "Board." The City and the Board are each a "Party" and, collectively are the "Parties."

STATEMENT OF PURPOSE

- A. The Parties entered into an Agreement dated June 30, 1992 (the "Agreement"), a copy of which is attached as **Exhibit A**;
- B. The Parties entered into Amendment No. 1 to the Agreement on December 17th, 2001, which expired June 30, 2012, a copy of which is attached as **Exhibit B**;
- C. The Parties entered into Amendment No. 2 to the Agreement on June 30, 2012, which expired June 30, 2017, a copy of which is attached as **Exhibit C**;
- D. The Parties entered into Amendment No. 3 to the Agreement on December 23, 2013, which increased the Board's annual payment to the City to 6.1% of its revenue from retail and wholesale sales of chilled water, electric, steam, heat and water utilities for the preceding 12-month period ending May 31st of each year (the "Payment"). A copy of Amendment No. 3 is attached as **Exhibit D**;
- E. Amendment No. 3 also extended the term of the Agreement for an additional year beyond that provided for in Amendment No. 2, such that the Agreement expired June 30, 2018, unless extended in writing by the Board of Commissioners and the City Council of Lansing;
- F. The Parties entered into Amendment No. 4 to the Agreement on July 1, 2018. Amendment No. 4 extended the terms and provisions of the Agreement by an additional two years such that the Agreement expired June 20, 2020, unless extended in writing by the Commissioners of the Board and the City Council of Lansing. A copy of Amendment No. 4 is attached as **Exhibit E**; and
- G. The Parties entered into Amendment No. 5 to the Agreement on July 1, 2020. Amendment No. 5 extended the terms and provisions of the Agreement by an additional two (2) years. Further, the Parties agreed that the Board would pay to the City a fixed dollar amount for each of the Fiscal Years 2020, 2021, and 2022 as follows: FY2020 \$23,100,000; FY2021 \$25,000,000; and FY2022 \$25,000,000. It was also agreed that in addition to the amounts described in the preceding paragraph, for each of FY2021 and FY2022, the Board would pay to the City an amount determined as follows:

(the Board's revenue from retail and wholesale sales of chilled water, electric, steam, heat and water utilities for the preceding 12-month period ending May 31st minus \$409,836,066) multiplied by 3%). A copy of Amendment No. 5 is attached as **Exhibit F**.

Including as modified by this Amendment No. 6, and by the prior Amendments Nos. 1-5, the Parties desire to extend the term and modify the return on equity payment calculation of the Agreement.

AGREEMENT


The Parties therefore agree as follows:

- 1) The term of the Agreement is extended by an additional two (2) years, such that the Agreement shall automatically terminate on June 30, 2024, unless extended further by the Commissioners of the Board and the City Council of Lansing.
- 2) The Board shall make return on equity payments to the City for the two fiscal years commencing on July 1, 2022, in the amount of 6% of total Board operating revenues, excluding inter-utility sales, as reported in the Board's audited financial statements.
- 3) Payments shall be made quarterly within 30 days after each quarter's end. Any changes to operating revenues or inter-utility sales after a quarterly payment has been made, such as in the case of a year-end audit adjustment, will be adjusted for in the subsequent quarter's payment.
- 4) This Agreement as amended contains the entire Agreement and any terms, conditions or provisions not contained in this Agreement as amended are not binding on either Party.
- 5) This Agreement shall inure to the benefit of the Parties to the Agreement.
- 6) This Agreement, or any of its terms or provisions, shall not be waived, modified or otherwise altered except as agreed in writing and executed by both Parties.
- 7) Except as modified in this Amendment No. 6, the Agreement shall remain in full force and effect. Nothing herein releases the Board from any payments it is obligated to make pursuant to the previous amendments to the Agreement.

[Signature page follows]

IN WITNESS WHEREOF the parties have signed this Amendment No. 6, and it shall become effective on the date first above written.

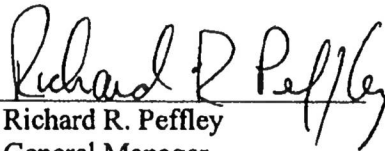
CITY OF LANSING

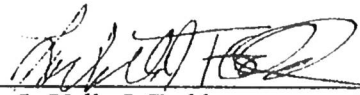
By: 
Andy Schor, Mayor

By:  7/20/2022
Chris Swope, City Clerk

For

BOARD OF WATER & LIGHT

By: 
Richard R. Peffley
General Manager

By: 
LaVella J. Todd
Corporate Secretary

Approved as to form only:


City Attorney

Approved as to form:


Board of Water & Light
Legal Counsel

Approved as availability of funds:

Account No. 101-674100

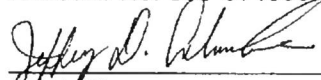

Controller

EXHIBIT H

AMENDMENT NO. 7 TO AGREEMENT BETWEEN THE CITY OF LANSING AND THE BOARD OF WATER & LIGHT

This Amendment No. 7 is entered as of this 16th day of August, 2024, by and between the City of Lansing, 124 W. Michigan Ave., Lansing, MI 48933, hereinafter referred to as “City,” and the Board of Water & Light, 1201 South Washington Ave., Lansing, Michigan 48910, hereinafter referred to as “Board.” The City and the Board are each a “Party” and, collectively are the “Parties.”

STATEMENT OF PURPOSE

- A. The Parties entered into an Agreement dated June 30, 1992 (the “Agreement”), a copy of which is attached as **Exhibit A**;
- B. The Parties entered into Amendment No. 1 to the Agreement on December 17th, 2001, which expired June 30, 2012, a copy of which is attached as **Exhibit B**;
- C. The Parties entered into Amendment No. 2 to the Agreement on June 30, 2012, which expired June 30, 2017, a copy of which is attached as **Exhibit C**;
- D. The Parties entered into Amendment No. 3 to the Agreement on December 23, 2013, which increased the Board’s annual payment to the City to 6.1% of its revenue from retail and wholesale sales of chilled water, electric, steam, heat and water utilities for the preceding 12-month period ending May 31st of each year (the “Payment”). A copy of Amendment No. 3 is attached as **Exhibit D**;
- E. Amendment No. 3 also extended the term of the Agreement for an additional year beyond that provided for in Amendment No. 2, such that the Agreement expired June 30, 2018, unless extended in writing by the Board of Commissioners and the City Council of Lansing;
- F. The Parties entered into Amendment No. 4 to the Agreement on July 1, 2018. Amendment No. 4 extended the terms and provisions of the Agreement by an additional two years such that the Agreement expired June 20, 2020, unless extended in writing by the Commissioners of the Board and the City Council of Lansing. A copy of Amendment No. 4 is attached as **Exhibit E**; and
- G. The Parties entered into Amendment No. 5 to the Agreement on July 1, 2020. Amendment No. 5 extended the terms and provisions of the Agreement by an additional two (2) years. Further, the Parties agreed that the Board would pay to the City a fixed dollar amount for each of the Fiscal Years 2020, 2021, and 2022 as follows: FY2020 \$23,100,000; FY2021 \$25,000,000; and FY2022 \$25,000,000. It was also agreed that in addition to the amounts described in the preceding paragraph, for each of FY2021 and FY2022, the Board would pay to the City an amount determined as follows:

(the Board's revenue from retail and wholesale sales of chilled water, electric, steam, heat and water utilities for the preceding 12-month period ending May 31st minus \$409,836,066) multiplied by 3%). A copy of Amendment No. 5 is attached as **Exhibit F**.

H. The Parties entered into Amendment No. 6 to the Agreement on July 20, 2022. Amendment No. 6 extended the terms and provisions of the Agreement by an additional two (2) years. Further, the parties agreed that the Board would pay to the City for the two fiscal years commencing on July 1, 2022, 6% of total Board operating revenues, excluding inter-utility sales, as reported in the Board's audited financial statements. The parties also agreed that payments by the Board would be made quarterly within 30 days after each quarter's end and any changes to operating revenues or inter-utility sales after a quarterly payment has been made, would be adjusted for in the subsequent quarter's payment.

Including as modified by this Amendment No. 7, and by the prior Amendments Nos. 1-6, the Parties desire to extend the term of the Agreement.

AGREEMENT


The Parties therefore agree as follows:

- 1) The term of the Agreement is extended by an additional year, such that the Agreement shall automatically terminate on June 30, 2025, unless extended further by the Commissioners of the Board and the City Council of Lansing.
- 2) The Agreement is amended that the Board shall make return on equity payments to the City for the fiscal years commencing on July 1, 2023 and July 1, 2024, in the amount of 6% of total budgeted Board operating revenues, excluding inter-utility sales, as is in effect at the start of each respective fiscal year.
- 3) Payments shall be made quarterly by the end of the month following each quarter's end. If this date falls on a weekend or holiday, payment may be made on the next business day. Q4 payment of FY2024 will incorporate the terms above including any difference between payments to date and the total fiscal year amount.
- 4) This Agreement as amended contains the entire Agreement and any terms, conditions or provisions not contained in this Agreement as amended are not binding on either Party.
- 5) This Agreement shall inure to the benefit of the Parties to the Agreement.
- 6) This Agreement, or any of its terms or provisions, shall not be waived, modified or otherwise altered except as agreed in writing and executed by both Parties.
- 7) Except as modified in this Amendment No. 7, the Agreement shall remain in full force and effect. Nothing herein releases the Board from any payments it is obligated to make

pursuant to the previous amendments to the Agreement.

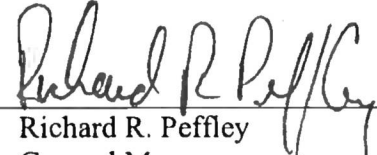
IN WITNESS WHEREOF the parties have signed this Amendment No. 7, and it shall become effective on the date first above written.

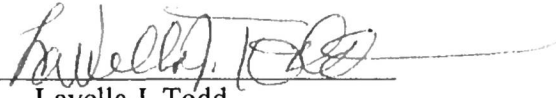
CITY OF LANSING

By: 
Andy Schor, Mayor

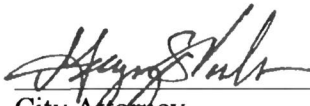
By: 
Chris Swope, City Clerk

BOARD OF WATER & LIGHT

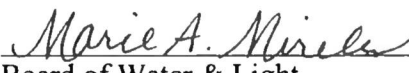
By: 
Richard R. Peffley
General Manager

By: 
Lavella J. Todd
Corporate Secretary

Approved as to form only:


City Attorney

Approved as to form:


Board of Water & Light
Legal Counsel

Approved as availability of funds:
Account No. 101-674100

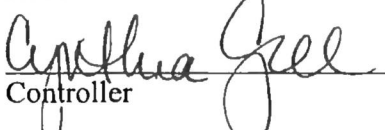

Cynthia Gell
Controller

EXHIBIT I

AMENDMENT NO. 8 TO AGREEMENT BETWEEN THE CITY OF LANSING AND THE BOARD OF WATER & LIGHT

This Amendment No. 8 is entered as of this 22nd day of May, 2025, by and between the City of Lansing, 124 W. Michigan Ave., Lansing, MI 48933, hereinafter referred to as "City," and the Board of Water & Light, 1201 South Washington Ave., Lansing, Michigan 48910, hereinafter referred to as "Board." The City and the Board are each a "Party" and, collectively are the "Parties."

STATEMENT OF PURPOSE

- A. The Parties entered into an Agreement dated June 30, 1992 (the "Agreement"), a copy of which is attached as **Exhibit A**;
- B. The Parties entered into Amendment No. 1 to the Agreement on December 17th, 2001, which expired June 30, 2012, a copy of which is attached as **Exhibit B**;
- C. The Parties entered into Amendment No. 2 to the Agreement on June 30, 2012, which expired June 30, 2017, a copy of which is attached as **Exhibit C**;
- D. The Parties entered into Amendment No. 3 to the Agreement on December 23, 2013, which increased the Board's annual payment to the City to 6.1% of its revenue from retail and wholesale sales of chilled water, electric, steam, heat and water utilities for the preceding 12-month period ending May 31st of each year (the "Payment"). A copy of Amendment No. 3 is attached as **Exhibit D**;
- E. Amendment No. 3 also extended the term of the Agreement for an additional year beyond that provided for in Amendment No. 2, such that the Agreement expired June 30, 2018, unless extended in writing by the Board of Commissioners and the City Council of Lansing;
- F. The Parties entered into Amendment No. 4 to the Agreement on July 1, 2018. Amendment No. 4 extended the terms and provisions of the Agreement by an additional two years such that the Agreement expired June 20, 2020, unless extended in writing by the Commissioners of the Board and the City Council of Lansing. A copy of Amendment No. 4 is attached as **Exhibit E**; and
- G. The Parties entered into Amendment No. 5 to the Agreement on July 1, 2020. Amendment No. 5 extended the terms and provisions of the Agreement by an additional two (2) years. Further, the Parties agreed that the Board would pay to the City a fixed dollar amount for each of the Fiscal Years 2020, 2021, and 2022 as follows: FY2020 \$23,100,000; FY2021 \$25,000,000; and FY2022 \$25,000,000. It was also agreed that in addition to the amounts described in the preceding paragraph, for each of FY2021 and FY2022, the Board would pay to the City an amount determined as follows: (the Board's revenue from retail and wholesale sales of chilled water, electric, steam, heat and water utilities for the preceding 12-month period ending May 31st minus

\$409,836,066) multiplied by 3%). A copy of Amendment No. 5 is attached as **Exhibit F**.

- H. The Parties entered into Amendment No. 6 to the Agreement on July 20, 2022. Amendment No. 6 extended the terms and provisions of the Agreement by an additional two (2) years. Further, the Parties agreed that the Board would pay to the City for the two fiscal years commencing on July 1, 2022, 6% of total Board operating revenues, excluding inter-utility sales, as reported in the Board's audited financial statements. The Parties also agreed that payments by the Board would be made quarterly within 30 days after each quarter's end and any changes to operating revenues or inter-utility sales after a quarterly payment has been made, would be adjusted for in the subsequent quarter's payment. A copy of Amendment No. 6 is attached as **Exhibit G**.
- I. The Parties entered into Amendment No. 7 to the Agreement on August 16, 2024, which extended the term of the Agreement for an additional year. Further, the Parties agreed that the Board would pay to the City for the two fiscal years commencing on July 1, 2023 and July 1, 2024, 6% of total budgeted Board operating revenues, excluding inter-utility sales, as is in effect at the start of each respective fiscal year. The Parties also agreed that payments by the Board would "... be made quarterly by the end of the month following each quarter's end. If this date falls on a weekend or holiday, payment may be made on the next business day. Q4 payment of FY2024 will incorporate the terms above including any difference between payments to date and the total fiscal year amount." A copy of Amendment No. 7 is attached as **Exhibit H**.

Including as modified by this Amendment No. 8, and by the prior Amendments Nos. 1-7, the Parties desire to extend the term of the Agreement.

AGREEMENT

The Parties therefore agree as follows:

- 1) The term of the Agreement is extended by an additional year, such that the Agreement shall automatically terminate on June 30, 2026, unless extended further by the Commissioners of the Board and the City Council of Lansing.
- 2) The Agreement is amended to state that the Board shall make return on equity payments to the City for the fiscal year commencing on July 1, 2025, in the amount of 6% of total budgeted Board operating revenues, as is in effect at the start of fiscal year 2026. If actual operating revenues are higher than budgeted operating revenues, the return on equity payments will be calculated in the amount of 6% of actual operating revenues.
- 3) Payments shall be made quarterly by the end of the month following each quarter's end. If this date falls on a weekend or holiday, payment may be made on the next business day. Q4 payment of FY2026 will incorporate the terms above including any difference between payments to date and the total fiscal year amount.
- 4) This Agreement as amended contains the entire Agreement and any terms, conditions or

provisions not contained in this Agreement as amended are not binding on either Party.

- 5) This Agreement shall inure to the benefit of the Parties to the Agreement.
- 6) This Agreement, or any of its terms or provisions, shall not be waived, modified or otherwise altered except as agreed in writing and executed by both Parties.
- 7) Except as modified in this Amendment No. 8, the Agreement shall remain in full force and effect. Nothing herein releases the Board from any payments it is obligated to make pursuant to the previous amendments to the Agreement.

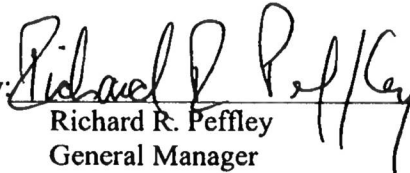
IN WITNESS WHEREOF, the Parties have signed this Amendment No. 8, and it shall become effective on the date first above written.

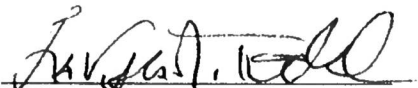
CITY OF LANSING

By: 
Andy Schor, Mayor

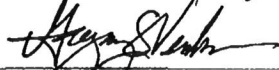
By: 
Chris Swope, City Clerk

BOARD OF WATER & LIGHT


By: 
Richard R. Peffley
General Manager

By: 
Lavella J. Todd
Corporate Secretary

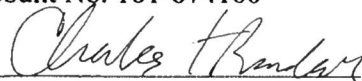
Approved as to form only:


Gregory S. Venker #81780
City Attorney

Approved as to form:


Marie A. Misch
Board of Water & Light
Legal Counsel

Approved as availability of funds:
Account No. 101-674100


Charles Brandon
Controller

RESOLUTION 2026-05-01

Return on Equity (ROE) Renewal Amendment No. 9

WHEREAS, the City of Lansing has expressed a desire to continue the Agreement Between the City of Lansing and the Board of Water & Light dated June 30, 1992 (the Agreement), which has been subsequently extended by means of eight Amendments thereto in 2001, 2012, 2013, 2018, 2020, 2022, 2024, and 2025, respectively; and

WHEREAS, the City of Lansing and the Board of Water & Light agree that the recommended amendment to the Agreement and the payment provided for therein represents a mutual balancing of the financial burden of the payment on the Board of Water & Light's ratepayers, the financial burden of the use of services and property on the City of Lansing or its taxpayers, and of the shared services and infrastructure between the Board of Water & Light and the City of Lansing; and

WHEREAS, the Board of Commissioners Committee of the Whole (COW) considered the City of Lansing's request on May 7, 2026; and

WHEREAS, the General Manager recommended the Agreement be amended and extended for 2 years at a rate of 6% of total budgeted Board operating revenues, excluding inter-utility sales, as is in effect at the start of each respective fiscal year. If actual operating revenues are higher than budgeted operating revenues, the return on equity payments will be calculated in the amount of 6% of actual operating revenues, effective July 1, 2026, and will be memorialized as Amendment No. 9; and

WHEREAS, the COW has considered the proposed Amendment No. 9, agreed with the General Manager's recommendation and approved the Amendment, including authorization for the General Manager to execute the Amendment, and the Amendment shall be forwarded to the Board of Commissioners for approval at the May 19, 2026 Board meeting.

THEREFORE, be it:

RESOLVED, the proposed Amendment No. 9 to the Agreement Between the City of Lansing and The Board of Water & Light dated June 30, 1992 is approved, including authorization for the General Manager to execute the Amendment.

Motion by Commissioner Dale Schrader, Seconded by Commissioner Chris Harkins to approve the Return on Equity (ROE) Renewal at a Board meeting held on May 19, 2026.

Action Motion Carried.

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

WHEREAS, the City of Lansing ("City") and the Lansing Board of Water and Light ("BWL") entered into an agreement dated June 30, 1992, regarding return on equity payments (the "Agreement"); and

WHEREAS, the Agreement has been amended from time to time for a total of eight amendments; and

WHEREAS, the City and BWL desire to enter into an ninth amendment (the "Ninth Amendment") to extend the term of the Agreement for an additional 2 years commencing July 1, 2026, and terminating on June 30, 2028; and

WHEREAS, the City and BWL agree that the recommended amendment to the Agreement and the payment provided for therein represents a mutual balancing of the financial burden of the payment on BWL's ratepayers, the financial burden of the use of services and property on the City or its taxpayers, and of the shared services and infrastructure between BWL and the City; and,

WHEREAS, the BWL shall make return on equity payments to the City for FY 2027 and FY 2028 at a rate of 6% of total budgeted BWL operating revenues, excluding inter-utility sales, as in effect at the start of each respective fiscal year. Or, if actual operating revenues are higher than the budgeted amount, 6% of BWL total actual operating revenues, excluding inter-utility sales; and,

WHEREAS, the first three quarter payments shall be made by the 20th of September, December, and March, and the fourth quarter payment shall be made by July 31st and accrued back to June 30th, except where any date falls on a weekend or City Holiday to be paid the following business day.

NOW, THEREFORE BE IT RESOLVED, that the Ninth Amendment is hereby approved and the Mayor is authorized to execute the same, subject to approval by the City Attorney as to form.

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

WHEREAS, the Lansing City Charter (the “Charter”), pursuant to the Home Rule City Act, being MCL 117.1 et seq. (the “Act”), limits the City’s authority to levy property taxes to a rate of 20 mills (\$20 for every \$1,000 of a property’s taxable value); and

WHEREAS, the Headlee Amendment, being Section 31 of Article IX of the State Constitution, has resulted in a reduction of the City’s authorized 20 mills limit to a millage rate known as the “Headlee Cap” but the State Constitution provides that this Headlee Cap is subject to override by the voters; and

WHEREAS, since November, 2011 the voters of Lansing have approved the Headlee Cap overrides to restore the authorized millage to the maximum 20 mills authorized under the Charter and the Act, for consecutive periods of five (5) years to the present; and

WHEREAS, the current Headlee Cap override permits the City to levy the current 19.44 mills but is set to expire December 31, 2026, unless the voters approve a new Headlee override; and

WHEREAS, if the Headlee Cap override is not voter approved, the City’s millage rate in 2027 will be reduced and limited to **19.2214** mills; and

WHEREAS, the City intends to continue to levy the current 19.44 mills tax rate in the 2027-2028 fiscal year budget that includes essential services, including current police protection, fire protection, road and sidewalk needs and maintenance; and

WHEREAS, a property tax rate of 19.44 mills would exceed the City’s 2027 Headlee Cap, and therefore, requires approval by the voters to override the Headlee Cap, as provided by the State Constitution; and

WHEREAS, if approved, three (3) mills of the proposed 19.44 millage would permit the continuation of essential services that include police protection and fire protection; and

WHEREAS, if approved, one (1) mill of the proposed 19.44 millage would permit the continuation of essential services that include road and sidewalk maintenance; and

WHEREAS, the continuation of the 4 mills for essential services, including police protection, fire protection, and road and sidewalk maintenance funding beginning in fiscal year 2027/2028 at the 19.44 mills rate will result in property tax revenues at a similar level to those projected for fiscal year 2026/2027;

NOW, THEREFORE, BE IT RESOLVED that at the election to be held on Tuesday, November 3, 2026, the following ballot proposal shall be submitted to the qualified electors of the City of Lansing in a manner and form substantially as follows:

CITY OF LANSING ESSENTIAL SERVICES MILLAGE RESTORATION PROPOSAL

For the purpose of funding essential services, including police protection, fire protection, and local road and sidewalk maintenance, shall the authorized charter millage for the City of Lansing, established at 20 mills (\$20.00 per \$1,000 of taxable value) and reduced to 19.2214 (\$19.2214 per \$1,000 of taxable value) by the millage rollbacks required under the Michigan Constitution, be restored to 20 mills (\$20.00 per \$1,000 of taxable value), which is an increase of .7786 mills (\$.7786 per \$1,000 of taxable value) over the reduced millage, for the next five (5) years (from January 1, 2027 through December 31, 2031 inclusive)?

If approved and levied in full, this renewed millage restoration would generate approximately \$2,585,101 in its first year.

Yes _____

No _____

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

WHEREAS, the City of Lansing (the “City”) and the City of East Lansing (“East Lansing”) established a Local Development and Finance Authority (the “LDFA”) in 2005, and renewed the same in 2022 pursuant to Act 57 of 2018 (the “Act”); and

WHEREAS the City and East Lansing entered into an Amendment and Restated Agreement Regarding the Operation of the Local Development Finance Authority of the Cities of Lansing and East Lansing (the “Agreement”) in 2022; and

WHEREAS, the Agreement, consistent with the Act, requires that the City and East Lansing both approve the annual budget of the LDFA; and

WHEREAS, the LDFA has preliminarily approved its budget for Fiscal Year Ending 2027 (the “Budget”) and submitted it to the City for approval, attached hereto; and

WHEREAS, upon review the Lansing Economic Development Corporation finds that the Budget reflects no capture of City taxes or use of City funds.

NOW, THEREFORE BE IT RESOLVED, that the Lansing City Council hereby approves the adoption of the Budget by the LDFA.

Lansing Regional SmartZone - Joint Local Development Finance Authority
 Affiliated Agency Budget - LDFA/SmartZone

FY2027 SmartZone Proposed Budget for City Approval

	Adopted Budget FYE 2025	Actuals FYE 2025	Adopted Amended Budget FYE 2026	Projected Year End FYE 2026	Proposed Budget FYE 2027
General Operating Income					
41000 Sponsorship Revenue				\$31,500.00	\$50,000.00
42000 Property Tax Capture	\$434,601.99	\$524,245.11	\$857,347.54	\$857,347.54	\$879,966.00
- City of East Lansing capture	\$482,891.10	\$582,494.57	\$952,608.38	\$952,608.38	\$977,740.00
- City of Lansing capture	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
- City of East Lansing Administrative Fee	-\$48,289.11	-\$58,249.46	-\$95,260.84	-\$95,260.84	-\$97,774.00
45030 Investments	\$0.00	\$13,905.19	\$0.00	\$8,013.28	\$0.00
Total General Operating Income	\$434,601.99	\$538,150.30	\$857,347.54	\$896,860.82	\$929,966.00
General Operating Expenditures					
60290 Business Registration Fees	\$50.00	\$20.00	\$50.00	\$20.00	\$50.00
62110 Accounting Fees	\$15,000.00	\$14,685.00	\$15,000.00	\$15,525.00	\$17,000.00
62140 Legal Fees	\$10,000.00	\$3,150.00	\$10,000.00	\$2,000.00	\$20,000.00
62895 Facilities Management	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
63200 LEAP Contract (Staff and Services)	\$152,250.00	\$148,837.50	\$156,279.38	\$156,279.38	\$164,093.35
63300 TIF Capture Adjustment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
63400 LDFA TIC Sponsorship (Base)	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
63500 LDFA TIC Additional Sponsorship	\$10,000.00	\$0.00	\$31,710.00	\$31,710.00	\$38,000.00
LDFA MSUFCU Coworkerie Sponsorship	\$0.00	\$0.00	\$0.00	\$0.00	\$20,000.00
63600 Incubator Support	\$10,000.00	\$2,920.03	\$10,000.00	\$4,904.44	\$10,000.00
65020 Postage, Mailing Service	\$50.00	\$0.00	\$50.00	\$0.00	\$0.00
65040 Supplies	\$500.00	\$0.00	\$500.00	\$426.12	\$500.00
65070 Bank Fees	\$100.00	\$0.00	\$100.00	\$0.00	\$100.00
65120 Insurance - Liability, D&O	\$3,200.00	\$2,553.00	\$3,200.00	\$3,200.00	\$3,200.00
65130 Programs and services	\$385,000.00	\$305,699.09	\$383,000.00	\$380,600.00	\$443,000.00
65140 Discretionary	\$5,000.00	\$2,101.69	\$5,000.00	\$5,000.00	\$5,000.00
65145 Unrestricted net position spend down	\$0.00	\$0.00	\$50,000.00	\$50,000.00	\$0.00
65150 LDFA Strategic planning facilitation	\$70,000.00	\$7,685.00	\$50,000.00	\$30,000.00	\$40,000.00
65155 SmartZone development fund (including marketing, events, etc.)	\$80,000.00	\$72,300.00	\$70,000.00	\$62,600.00	\$63,000.00
65160 2021 TIF Plan	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
65165 Staff Support	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
66310 Rising Tide Fund	\$48,289.11	\$47,000.00	\$48,772.00	\$48,772.00	\$97,774.00
68320 Travel and Meetings	\$0.00	\$0.00	\$0.00	\$0.00	\$25,000.00
Total Year Spending	\$ 799,439.11	\$ 616,951.31	\$ 843,661.38	\$ 801,036.94	\$ 956,717.35
Net Income	\$ (364,837.12)	\$ (78,801.01)	\$ 13,686.16	\$ 95,823.88	\$ (26,751.35)

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

WHEREAS, at any time during the fiscal year, the City Council may consider appropriations which modify the previously adopted annual appropriation to transfer an unencumbered balance in whole or in part from any account; provide for the expenditure of revenues in excess of those in the budget; or meet a public emergency affecting life, health, property, or the public peace; and

WHEREAS, adjustments to General Fund revenues include additional Income Tax accounting for projected revenues through year-end accruals, reduced Licenses and Permits primarily from trends in medical marijuana and cable TV franchise fees, reduced State Grants in constitutional revenue sharing partially offset by additional personal property tax reimbursements, increased Charges for Services primarily due to code enforcement, and reduced Fines and Forfeitures accounting for the timing of projected revenues through year-end accruals as applicable; and

WHEREAS, the adopted budget for FY 2026 includes an estimate of General Fund vacancy savings to be allocated to departments before year end, offset by additional costs in temporary help and overtime as applicable; and

WHEREAS, adjustments to other General Fund Expenditures include additional utility expenses, particularly within Parks and Public Service, and the reallocation of fixed expenses of Internal Audit to Finance; and

WHEREAS, adjustments to Road and Capital Funds adopt a more conservative approach to the timing of new Neighborhood Road Fund distributions and to consolidate sidewalk repair and improvement accounts into the Capital Projects Fund in line with the FY 2026/2027 budget; and

WHEREAS, adjustments to Public Safety Revenue Sharing account for additional revenues and a late start for activities supported by the unrestricted general fund contribution allowing a smaller contribution for the current fiscal year; and

WHEREAS, other adjustments to Drug Enforcement Funds include enforcement activities not anticipated in the original budget.

NOW, THEREFORE, BE IT RESOLVED that the following FY 2026/2027 budget amendment is approved.

BE IT FINALLY RESOLVED, the Administration is authorized to create appropriate accounts and to make the necessary operating transfers for the expenditure and control of the balance of the appropriations.

Appropriation	Description	Amount
General Fund Revenues		
Income Tax	Revenue	\$1,000,000
Licenses & Permits	Revenue	(\$340,000)
State Grants	Revenue	(\$60,000)
Charges for Services	Revenue	600,000
Fines & Forfeitures	Revenue	(\$300,000)
Total General Fund Revenue Appropriation		<u>\$900,000</u>
General Fund Expenditures		
Non-Departmental	Vacancy Factor	\$1,500,000
City Council	Personnel	(54,000)
Finance Operations	Personnel	85,000
City Clerk's Office	Personnel	(55,000)
General Fund Expenditures (continued)		
Internal Audit	Personnel	(238,400)
Treasury/Income Tax	Personnel	75,000
Assessing	Personnel	(160,000)
City Attorney	Personnel	(300,000)
Human Resources	Personnel	140,000
Courts	Personnel	(239,600)
Police	Personnel	(1,550,000)
Fire	Personnel	1,230,000
Human Relations & Community Services	Personnel	(300,000)
Economic Development and Planning	Personnel	(148,000)
Department of Neighborhoods, Arts, and Citizen Engagement	Personnel	\$15,000
Internal Audit	Operations	(10,100)
Finance Operations	Operations	10,100
Parks and Recreation	Operations	250,000
Public Service	Operations	900,000
Transfers Out	Transfers Out	(250,000)
Total General Fund Expenditure Appropriation		<u>\$900,000</u>

Major Street Fund Revenues			
State Grants	Revenue		(\$1,700,000)
Appropriation of Fund Balance	Revenue		1,700,000
Total Major Street Fund Revenue Appropriation			<u>\$0</u>
Major Street Fund Expenditures			
Total Major Street Fund Expenditure Appropriation			<u>\$0</u>
Local Street Fund Revenues			
State Grants	Revenue		(\$500,000)
Appropriation of Fund Balance	Revenue		500,000
Total Local Street Fund Revenue Appropriation			<u>\$0</u>
Local Street Fund Expenditures			
Public Service	Capital		(\$1,000,000)
Public Service	Transfers Out		1,000,000
Total Local Street Fund Expenditure Appropriation			<u>\$0</u>
Public Safety Revenue Sharing Fund Revenues			
State Grants	Revenue		\$50,000
Interfund Transfers In	Revenue		(350,000)
Total Public Safety Revenue Sharing Fund Revenue Appropriation			<u>(\$300,000)</u>
Public Safety Revenue Sharing Fund Expenditures			
Public Safety Revenue Sharing	Operating		(\$300,000)
Total Public Safety Revenue Sharing Fund Expenditure Appropriation			<u>(\$300,000)</u>
Drug Law Enforcement State and Local Fund Revenues			
Fines & Forfeitures	Revenue		\$120,000
Total Local Street Fund Revenue Appropriation			<u>\$120,000</u>
Drug Law Enforcement State and Local Fund Expenditures			
Police	Operating		\$120,000
Total Drug Law Enforcement State and Local Fund Expenditure Appropriation			<u>\$120,000</u>
Other Capital Projects Fund Revenues			
Interfund Transfers In	Revenue		\$1,100,000
Other Capital Projects Fund Revenue Appropriation			<u>\$1,100,000</u>
Other Capital Projects Fund Expenditures			
Public Service	Capital		\$1,100,000
Other Capital Projects Fund Expenditure Appropriation			<u>\$1,100,000</u>

Application Information

License fee: \$160.00 per Display

Application for a license required by this section shall be made in writing to the City Clerk at least 30 business days before the proposed date of the use or display unless application within a shorter period of time is approved by the Fire Marshal. Fill out and submit this form. Bring the materials listed below to the City Clerk's office to complete the application process.

Materials

- o Non-Refundable License fee of \$160
- o **Treasury Form**
- o Proof of an insurance policy naming the City as co-insured, available for the payment of any damages arising out of an act or omission of the licensee or his agents, employees, or subcontractors, covering the following: (a) At least \$500,000.00 for property damage; and (b) at least \$500,000.00 for injury to one person and \$1,000,000.00 for injury to two or more persons resulting from the same occurrence.
- o Copies of State issued identification for each person who will operate the display.
- o If the applicant is a nonresident person, written appointment of a resident agent to serve as legal representative upon whom all process in an action or proceeding against the person may be served.

(City Codified Ordinances - Chapter 1615.01-1615-06)

<http://mi-lansing.civicplus.com/171/Business-Licenses>

Applicant Information

Applicant Name * Atlanta Special FX

Address *

Street Address
488 Maltbie St

Address Line 2
Building B

City
Lawrenceville

Postal / Zip Code
30046

State / Province / Region
GA

Country
USA

Phone 888-664-0097

Email * Katherinet@atlsfx.com

Business Information

Business Name * Atlanta SFX

Same Address as above? * Yes No

Business Owner Information

Same as Applicant? * Yes No

Business Owner Name * Michael Willett

Address *

Street Address	
488 Maltbie St	
Address Line 2	
City	State / Province / Region
Lawrenceville	GA
Postal / Zip Code	Country
30046	US

Phone 888-664-0097

Email * katherinet@atlsfx.com

Business Owner Date of Birth * 

Display Information

Liability Information

Bond or Insurance (at least one required) * Bond Insurance

Insured by (Documentation Attached) * PROFESSIONAL PROGRAM INSURANCE
BROKERAGE DIVISION OF SPG
INSURANCE SOLUTIONS, LLC

Insurance Amount * \$ 5,000,000.00 Expiration Date * 1/9/2027

Event Information

Number of Displays 1 Projected Fee \$ 160.00

Display Dates and Times * 7.4 - 7p - 9:30p
(Explain dates/times of instances)

Exact Location of Display * JACKSON FIELD - 505 E MICHIGAN AVE, LANSING MI 48912

Type and Quantity of Fireworks to be used in Display * 1.4G - 4-5 minute display - also using G-flames

Manner and location of the storage of the fireworks prior to the display * coming in day of event

Operators

List all Persons who will Operate the Display

Name *	Age *	Description of Relevant Experience *
Robert Hefferon	25	2025 Banana Ball Games 2026 Banana Ball Games

* Has the applicant, any person with an ownership interest in the applicant, or any person who will operate the display had any citation or conviction for, or guilty plea to, a violation of the laws of the United States, any State, or any local unit of government regulating the sale, use, or possssion of fireworks? If yes, please include details

Yes No

Electronic Signature Agreement * By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

I agree

Signature I certify that neither the Applicant nor any person with ownership interest is in default to the City of Lansing. By my signature, I swear or affirm that all information provided in this application is true I understand that a false statement on this application may result in either a denial of this application or subsequent revocation if the license is granted.

Katherine Thomas

Date Submitted 6/15/2026

Attachments

Attach your completed Treasury form using the **Attach** button, below. If you do not have one, you may download it [here](#).

Treasury Form *	NFPA 1123 Fire Safety Plan - BOOMBALL LANSING ...	13.98MB
	atlanta sfx.pdf	248.71KB

Certificate of Insurance *	2026-PY-25-0309-BL-007788-Certificate-V97.pdf	197.14KB
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Insurance Endorsement Pages *	2026-PY-25-0309-BL-007788-Certificate-V97.pdf	197.14KB
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Initials I confirm that the City of Lansing is named as an Additional Insured Party on BOTH the Insurance Endorsement AND the Certificate of Insurance documentation



Copy of ID *	0243516E-CC69-400B-A51B-21E82BCC97FB_1_102...	1.12MB
	Copy of Photo ID	

Clerk Final Approval

Application for Fireworks Display 79647: Atlanta SFX



Application for Fireworks Display

Instructions

Application Information

Display Information

Attachments

Approvals

Please choose your approval decision on the appropriate line and click **Submit**. If you deny, please provide a comment as to why.

- | | | |
|--------------------|---|------------------------------|
| License Desk | <input checked="" type="radio"/> Approved | <input type="radio"/> Denied |
| Attorney | <input checked="" type="radio"/> Approved | <input type="radio"/> Denied |
| Police | <input checked="" type="radio"/> Approved | <input type="radio"/> Denied |
| Fire_Marshal | <input checked="" type="radio"/> Approved | <input type="radio"/> Denied |
| Treasury | <input checked="" type="radio"/> Approved | <input type="radio"/> Denied |
| Treasurer Approval | <input checked="" type="radio"/> Approved | <input type="radio"/> Denied |
| City Clerk* | <input type="radio"/> Approved | <input type="radio"/> Denied |

Previous



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/15/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PROFESSIONAL PROGRAM INSURANCE BROKERAGE DIVISION OF SPG INSURANCE SOLUTIONS, LLC 1304 SOUTHPOINT BLVD., #101 PETALUMA CA 94954	CONTACT NAME: PHONE (A/C No. Ext): 415-475-4300		FAX (A/C, No): 415-475-4303
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A: Certain Underwriters at Lloyd's, London			AA-1128623
INSURED Atlanta Special FX, LLC 488 Maltbie Street, Bldg B Lawrenceville GA 30046	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		
	INSURER G:		

COVERAGES

CERTIFICATE NUMBER: BL-007788

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			PY/25-0309	01/09/2026	01/09/2027	EACH OCCURRENCE	\$ \$5,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ \$50,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$ \$5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						PRODUCTS - COMP/OP AGG	\$ INCLUDED
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE	\$
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y / <input type="checkbox"/> N					E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> N / A					E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 7.4 BoomBall Additional Insured: City of Lansing are Additional Insured as respects the Class C (1.4g) and SPFX fireworks display(s) on 07/04/2026 located at 505 E MICHIGAN AVE, LANSING, MI 48912 . This policy provides a two-year extended reporting period from the date of the display. 30-day notice of cancellation and a 10-day notice for non-payment applies.

CERTIFICATE HOLDER**CANCELLATION**

Jackson Field 505 E Michigan Ave Lansing MI 48912	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

Underwriter's at Lloyd's, London: Referred to in this endorsement as either the "Insurer" or the "Underwriters"

This endorsement modifies insurance provided under the following:

SECTION III. PERSONS INSURED

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the following entity(ies) as shown in the schedule below is an additional insured pursuant to Section III.

Primary and Non-Contributory

The insurance provided to the Additional Insured scheduled below shall be primary and not contributory with any other insurance maintained by the Additional Insured where this is required by way of a written contract with **Named Insured**.

Waiver of subrogation

The **Named Insured** waives any right of subrogation the **Named Insured** may have against any person or organization, where required by the Insured's written contract with the Additional, because of payments made by the **Named Insured** for **Damages** and **Claims Expenses** arising out of the **Named Insured**'s operations in accordance with the written contract.

Additional Insured:

RE: 7.4 BoomBall

Additional Insured: City of Lansing

07/04/2026

c/o Jackson Field

505 E Michigan Ave, Lansing, MI 48912

All other terms, exclusions and conditions of this Policy remain unchanged.

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

WHEREAS, the City Clerk has forwarded an application for City Licenses, which have been routinely processed without objection, and is ready for final action by this Council; and

WHEREAS, all required signatures have been obtained supporting the application for multiple fireworks display licenses.

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council, hereby, approves the application for City Licenses as follows:

FIREWORKS DISPLAY LICENSE:

Atlanta Special FX for public display of fireworks in the City of Lansing at Jackson Field to be held on July 4, 2026.