

AGENDA

Committee of the Whole AGENDA FOR APRIL 26, 2021 AT 5:30 PM



Access the meeting via: <https://us02web.zoom.us/j/85940036219> ; ID 859 4003 6219; Dial In (301) 715-8592 email
comments prior to the meeting at sherrie.boak@lansingmi.gov
All Councilmembers will participate virtually & may be contacted prior to the meeting at
city.council@lansingmi.gov 483-4177

Council Member Spadafore, Chairperson
Council Member Hussain, Vice Chairperson

1. **Call to Order**
2. **Roll Call**
3. **Minutes**
 - A. April 12, 2021
4. **Public Comment on Agenda Items (Up to 3 Minutes)**
5. **Discussion/Action:**
 - B. RESOLUTION - Appointment; Danielle Lentz; At Large Member LEPFA; Term to Expire June 30, 2023
 - C. RESOLUTION-Public Act 99 Financing; Johnson Controls, Inc. (City Buildings)
 - D. RESOLUTION - Public Act 99 Financing; Jackson Field Stadium
 - E. RESOLUTION - Set Public Hearing ; Public Act 425 Agreement with DeWitt Township
 - F. RESOLUTION - Extension to the Declaration of the State of Emergency
6. **Presentations:**
 - G. Budget - Treasurer; HRCS
Responses to Council Questions on the Budget
7. **Other**
8. **Adjourn**

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

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

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

will be made to grant all reasonable accommodation requests.

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MINUTES

Committee of the Whole

Monday, April 12, 2021 @ 5:30 p.m.

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

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

CALL TO ORDER

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

PRESENT- via audio/video

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

MEMBERS PRESENT- via audio/video

Sherrie Boak, Council Staff
Mark Lawrence, Mayors Representative
Lisa Hagen, City Attorney
Jim Smiertka, City Attorney
Eric Brewer, Council Internal Auditor
Mark Lawrence, Mayor's Office
Robert Widigen, Finance Director
Jake Brower, Budget Director
Elaine Fischhoff
Don Kulhanek, EDP
Doris Witherspoon, EDP
Andy Kilpatrick, Public Service Director
Ron Stima, Johnson Control
Mike Popa, Johnson Control
Kim Keifer, Dykema
Brian Lefler, Baird

Minutes

MOTION BY COUNCIL MEMBER HUSSAIN TO APPROVE THE MINUTES FROM MARCH 22, 2021 AS PRESENTED. ROLL CALL VOTE, MOTION CARRIED 8-0.

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Public Comment

Ms. Fischhoff spoke in support of the ACT 99 with Johnson Controls, and then asked for Council to review the budget policies and asked for clarification on the Environmental Stewardship.

Presentations:

CDBG Budget

Mr. Kulhanek spoke on the entitlement funds for CDBG, HOME and ESG, noting that as part of the process to get those funds, there is an annual action plan which the Committee has as part of the resolution. At this meeting they are asking for setting the public hearing for April 26, 2021, and this year the City has been awarded \$2,172,221 a 6% increase over last year. In addition he stated they were awarded \$858,368 in HOME funds and \$174,439 in ESG, a decrease of 2%. He spoke briefly on what all the funds are used for as stated in the information in the packet.

Council Member Wood asked for more details on the 6% increase, at which Mr. Kulhanek explained HUD determines the funds based on their formula, and they use the calculations from what Congress determines, and other items, and he did confirmed the numbers have gone down. Council Member Wood asked where the City is in the rehab program. Mr. Kulhanek stated with full rehabs, they have been doing well in the program, and they are not doing full rehabs but focusing on emergency rehabs, which includes roofs, electrical, water heaters, to name a few. Council Member Wood asked if there was funds set aside for accessibility ramps, and was told they do, but was not able to provide the exact number. Mr. Kulhanek informed them that they use Tuesday Toolman who does one ramp a month working with CCHP. Ms. Witherspoon add that Tuesday Toolman also does clean-ups and that is 15% of the budget \$308,000.

Council Member Betz referenced the objectives of the document, and asked what part of the CDBG is allocated towards item j. – “public safety and crime prevention initiatives”. Mr. Kulhanek stated the language is intended to be broad to cover everything that can be used of the CDBG. At this time they do not have specifics, but in the past the funds were used for a neighborhood officer. Council Member Betz asked what departments and agencies have access to the homeless management systems. Ms. Witherspoon stated the funds are given to the HRCS department and they are responsible for distribution. Council Member Betz asked about the “informational” system, and if it is cross department access or cross organizations.

Council Member Jackson asked what areas the funds can be used for and if the funds can be used for other items not listed, including keeping warming centers and shelters open; extending their hours. Mr. Kulhanek stated some funds go to developments, and the funds can be spent on other things, but this has always been a housing funding, used in conjunction with the Office of Financial Empowerment, CCHP, and they can consider other resources. Council Member Jackson asked about funding for internet accessibility. Mr. Kulhanek stated they have not recently considered that. Ms. Witherspoon stated that with the new five (5) year program (2022/2026) there are new requirements and there will be a focus on that. Council Member Jackson asked who determines where the funds go. Ms. Witherspoon stated they work with Continuum of Care, send out an RFP for submissions for the HOME Funds, and they also look at what already been funded to see what is working currently.

Council Member Garza asked about the senior housing and asked what efforts they do to make sure they are hiring local contractors. Mr. Kulhanek admitted there is not a huge pool of contractors because they are busy with their own work, but encouraged anyone listening that was interested they can submit an application, and if they meet their standards they can be put on the list. Council Member Garza asked if they have reached out to Mickey 23, and Mr. Kulhanek confirmed they have spoken to that organization directly, and in the past they have stated they are not interested because they are happy with what they are already working on.

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RESOLUTION – Set Public Hearing; CDBG Budget

MOTION BY COUNCIL MEMBER HUSSIAN TO SET THE PUBLIC HEARING FOR APRIL 26, 2021. ROLL CALL VOTE, MOTION CARRIED 8-0.

Budget Presentations

Council President Spadafore noted that currently there is a special Committee meeting on April 19th that will be canceled unless they determine after the presentation tonight that they need it.

Mr. Brower did a presentation on budget assumptions, which began with a list of what Council had already gotten, including the line item budget, NLC power point, use of ARPA funds and budget details on the Police Budget. Mr. Brower confirmed that all documents are on the City website. The first detail outlined the Police Budget, increases into the Police Budget and the next slide outlined the funds from the American Rescue Plan Act of \$26,813,878. Mr. Brower then briefly spoke on the fringe benefits that do not change, such as pension's contributions, retiree health care, miscellaneous benefits, and workers compensation. The slide on variable benefits listed active employee health care, FICA/Medicare, dental and visions, life and disability, defined contribution match and health care savings plan. Mr. Brower moved into the Information Technology budget of \$7.7 million, Income tax revenue and the impacts of COVID. Regarding fee changes it was noted the increases in Fenner non-resident parking fees, cost of services, the Fire Department increase in permits, finance increase in NSF and electronic returns, Public Service increases in refuse, recycling, and wastewater. Mr. Brower then briefly highlighted the Basic Human Needs Ordinance award of \$1.665 million and the HRCS award of the Racial Justice and Equity \$135,000. Mr. Brower could not speak to the specifics, but stated Ms. Coleman could speak to that.

Council Member Betz referenced page 113 the CIP request, the local streets non-millage of \$130,000 and asked why it was lower than the \$1,300,000. Mr. Brower stated he would have to look at what was included in that number. Council Member Betz noted he was assuming it is \$130,000 and the \$1,300,000 was a typo, and if so he asked that the money be added to the Police Budget for a social worker, and then decrease the sidewalk gap repair by \$100,000, noting that is what constituents want. Mr. Brower referred to page 83; Public Service local streets Special Revenue Fund, which they are projecting from adopted budget to adopted budget of an increase from \$10.1 million to \$11 million, and major streets went from \$15.3 to \$16.9 million. Council Member Betz asked for further details and an explanation at the next meeting.

Council Member Jackson asked how much it take to make the Lansing whole from COVID, how much is left and what the plan is to do with the balance they are getting. Mr. Brower referred to the GF budget on page 11 – 13, noting they will use the funds of \$18.4 million making on revenue losses and \$75,000 for economic. Regarding the balance, the City has until 12/30/2024 to spend the funds. Mr. Brower added that this does not include the county funds that were set aside, because everyone is waiting to find out from Treasury on what the funds can be spent on.

Council Member Wood referenced the projection on the retiree portion of \$3 million. She confirmed, that as a member of the retirement board, the Board did not approve \$3 million increase. Mr. Brower stated that number came directly from Boomershiner. Council Member Wood clarified that the Board did not confirm an increase, but paying already what paying then a \$700,000 increase. She stated she would work with the Internal Auditor on clarifying this. Council Member Wood then asked why there was an estimated increase in property taxes. Mr. Brower stated that is related to the post Board of Review on property values, taking into consideration the possible tax tribunals and capture of TIFA. He stated they will continue to monitor with the Assessor, but at this time they are still seeing property values increase, and they feel the source is stable. Council Member Wood stated that Council has been told that when uncapping property taxes there is 1-2 years before they see the benefits, so she asked

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what statistical information from last year that enough properties sold, that would reflect any increases this year. Mr. Brower stated he would pull the assessor reports and get to Council. Council Member Wood asked what the formula was for the income tax with the amount of people working from home. Mr. Brower stated they use the formula from the Treasurer and in the previous budget season planned on 20% of income tax, and over the course of the year there were some factors that made it better than expected. Council Member Wood asked if the delay in income tax from 2020 have come in yet, and Mr. Brower was not able to respond with details and deferred to the Treasurer. The next question Council Member Wood asked about was the formula for Information Technology, and Council President Spadafore stated it is a formula where the total cost is divided by numbers of employees and a fee for the machine. Council Member Wood asked for confirmation that if 4 officers used one car, that it was not charged for all 4 since it was just one computer, and Mr. Brower stated that would be a better question for the IT Director, so she then asked about UAW employees who do not have access to computers for their jobs, were they still being charged per person, and Mr. Brower stated they were not. Council Member Wood concluded her questions, stated she would work with the Internal Auditor on her additional questions.

Council President Spadafore asked for the Treasurer to do an analysis on revenue projection at the April 26, 2020 meeting.

Council Member Spitzley asked how much the City saved on the work share and where that money went. Mr. Brower stated he did not keep track of the first one in 2020, but for the 2021 it was \$500,000 and it will go towards the vacancy factor. Council Member Spitzley asked what they have identified from the Equity Fund. Mr. Brower anticipated they would have that information before the end of this budget process. Council President Spadafore asked if it was not a designated percentage, and Mr. Brower stated he has gotten some details, some towards training MRJA, and he can provide that breakout. Council Member Spitzley asked what the Fund Balance been, and Mr. Brower stated on 6/30/2020 ended at \$10.1 million, over 2021 FY \$13.8 million, and for FY2022 \$14.6 million.

Council President Spadafore asked if the CSO be supplemented with the use of ARP fund, and Mr. Brower stated it will be based on the legislation guidance specifics from US Treasury. Council President Spadafore asked where the request for fees for non-residents at Fenner Park came from, and Mr. Brower confirmed the Parks Department. He was then asked to find out how many residents and non-residents go to the park.

Council President Spadafore asked for Council to make sure they have any questions and any departments they want to the April 26th meeting by the end of the week. He then asked the Internal Auditor to compile the questions for the Administration to respond at the April 26th meeting.

RESOLUTION – Set Public Hearing; FY 2021/2022 Budget

MOTION BY COUNCIL MEMBER HUSSAIN TO SET THE PUBLIC HEARING FOR MAY 3, 2021. ROLL CALL VOTE, MOTION CARRIED 8-0.

Discussion/Action:

RESOLUTION – Ballot Proposal; Essential Services Millage Restoration Proposal

Council President Spadafore withdrew this item from the agenda because the office was informed it was not ready to move forward because they are waiting on a figure they won't get until the end of the month.

RESOLUTION – Public Act 99 Financing; Jackson Field Stadium

Council President Spadafore informed Council there is not action at this meeting and it will reappear on the April 26th agenda along with Council the same night.

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Mr. Widigan spoke briefly on financial projects in installment purchases and under an Act 99 they can purchase land or equipment. Mr. Widigan confirmed for this Act 99 and the Act 99 for Johnson Controls, they will issue RFP's to get the lowest financial costs. There is an anticipated closed date of May 3, 2021. This particular one relates to the recent discussion in February with the TMO lease agreement.

Council Member Spitzley asked who Mr. Kiefer represented, and was told by Mr. Widigan he was with Dykema and Mr. Smiertka confirmed he was on the outside counsel list.

Mr. Widigan continued by stated there is \$1.25 million in new money required for changes to the stadium as required by the MLB, and the balance of the resolution is financing of the original from 2015.

Mr. Lefler spoke on the installment with TMO, the extension to the lease and how this Act will address the new money component, the refinancing of the TMO portion of the 2015 IPA, noting the difference would be made by TMO.

Council President Peter asked for a detailed presentation outlining this Act, at the next meeting.

Council Member Wood asked for confirmation that of the \$12.5 million, \$1.2 million is for an obligation the City has with stadium and the lease addendum, and Mr. Widigan confirmed.

Council Member Wood then asked how much was left on the 2014 one and Mr. Widigan stated \$11.5 million; \$1.25 million is new money, the rest is the 2014 IPA. Council Member Wood noted to the presenters that the way they have presented the information they are leading Council to believe this is to go towards additional work on energy efficiency throughout the City. Mr. Widigan noted there are two IPA on the agenda, this is for the Stadium, and there is another one for the City buildings with Johnson Controls.

Council Member Dunbar asked if this Act would be combined with Act of Johnson Controls for a single lender at a lower rate, and that was confirmed by Mr. Widigan. He then explained that there was a 2014 agreement and 2015 IPA, TMO is paying the early termination and then the RFP will be issued. Council Member Dunbar asked if the \$1.2 for TMO for MLB changes is bundled with the IPA for other improvements, and Mr. Lefler confirmed it is related to the TMO, with one financing, but individual debt service so each entity could see that, making the two IPA separate. Council Member Dunbar asked if there is one IPA combining the refinance and the new one for Lugnuts and then everything tax exempt in another, and Mr. Lefler confirmed.

Council President Spadafore asked for a better detailed presentation at the next meeting, and Mr. Widigan confirmed they could provide that.

RESOLUTION – Public Act 99 Financing; Johnson Controls, Inc.

Mr. Kilpatrick outlined a document sent via email shortly before the meeting. This was a list of the background on the buildings, a climate action plan, the RFQP for an energy audit, and the recommendation of August, 2020. Mr. Kilpatrick then briefly highlighted the proposed project which includes HVAC, lighting, building controls, roof replacement, building envelope improvement and security. The financing was summarized by the Act 99 Installment Purchase Agreement (IPA), assuming a 15 year, total cost of \$12 million IPA estimated at \$15.6 million. Council Member Spitzley asked for the final report to be shared with Council and the itemized recommendations.

Council Member Betz asking if spending the funds on City Hall is advertently putting Council into making a decision on whether to sell the building in the future. Mr. Kilpatrick noted if they make improvements in City Hall that would be considered in to the sale. He added that there were significant improvement recommendations, but they have chosen the short pay back solutions.

Council President Spadafore asked for the document that Council Member Spitzley asked for outlining the items this will address.

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Council President Spadafore stated that this ACT 99 and the ACT 99 for Jackson Field Stadium would appear back on the Committee agenda on April 26, 2021 and Council the same night.

Council Member Spitzley asked where Council can forward additional questions specific to City Hall, security upgrades and upgrades at the Fire Stations, and Mr. Widigan asked they be sent to him and the Council Internal Auditor, and anything with Johnson Controls will be sent onto Mr. Kilpatrick also.

DISCUSSION – Budget Policies FY 2021/2022

Council President Spadafore reiterated continued discussion at the Committees and this Committee would see them again on May 10, 2021. Council Member Betz acknowledged an email he had just sent Council with his suggested addition to the policies, and Council President Spadafore asked for all discussions to continue at the Committees and back at this Committee on May 10th.

Council Member Spitzley stated she was not well, and asked to be excused at Council.

Adjourn

The meeting adjourned at 7:19 pm

Respectfully Submitted by,
Sherrie Boak, Recording Secretary
Lansing City Council
Approved by the Committee

From: noreply@civicplus.com
Sent: Sunday, August 16, 2020 4:49 PM
To: Hetke, Veronica; Mayor Intern
Subject: [EXTERNAL] Online Form Submittal: Application for Appointment to Board or Commission

Application for Appointment to Board or Commission

Thank you for your interest in serving on a Lansing Board, Commission or Committee.

Certain boards, commissions or committees require appointees to be a registered elector in the City of Lansing (Charter Section 2-102) and be a resident of Lansing for one year prior to taking office (Charter Section 2-102).

Appointees to every board, commission or committee must not be in default to the City at the time of taking office (Charter Section 2-103.2) and not have been convicted, within 20 years of taking office, of a violation of the election laws of the City of Lansing, State of Michigan, or the United States; a violation of public trust; or any felony (Charter Section 2-103.1).

Lansing City Charter, Section 5-104, Ineligibility For Boards, restricts certain City employee activities on some boards: "No person holding another City office or activity employed by the City shall be eligible to be a voting member on any board."

(Section Break)

Date	8/16/2020
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First Name	Danielle
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Middle	Field not completed.
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Last Name	Lenz
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Other name(s) by which you have been known, including maiden names	Danielle Artibee
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Date of Birth	
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Address	1825 Vassar Dr
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City	Lansing
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State	MI
Zip Code	48912
Email	lenzdaniellem@gmail.com
Gender	<i>Field not completed.</i>
Find my ward:	Lansing Neighborhoods Ward Map
Ward	1
Precinct	<i>Field not completed.</i>
Best phone number to contact you	5172822330
Last 4 digits of social security number	
In what year did you move to Lansing?	2011
Additional information regarding experience and credentials	As a current board member and previous president of Cristo Rey Community Center, I know what it takes in order to build and maintain an engaged board. As well as help grow the Center, grow the development department and oversee the Center. As a member of the promotions committee for Downtown Lansing Inc., I play an integral part in continuously promoting Downtown Lansing and all it has to offer. While on the promotions committee, I also sat on the Silver Bells in the City committee and developed the social strategy and maintained the social accounts for this spectacular event.
Occupational Background	Professionally, I am the director of public relations and digital strategies at Edge Partnerships. This is a full-service marketing and public relations firm in downtown Lansing. During my career I have planned large-scale events such as the Pure Michigan Governor's Conference on Tourism. This conference took place at the Lansing Center. As well, I have helped promote downtown Lansing, Common Ground and more while at Edge. Prior to working at Edge Partnerships, I worked for LEPFA as a marketing intern for Common Ground Music Festival. This allows me to really understand LEPFA and what they offer the City of Lansing. Prior to LEPFA, I worked for the Michigan State Senate, this allowed me to gain knowledge of the legislature.
Educational Background	Michigan State University graduate with bachelor's degree in communications.

Previous Appointments	<i>Field not completed.</i>
Current Appointments	<i>Field not completed.</i>
Please attach a resume if available	Danielle Lenz Resume 2019.pdf
First choice for board to serve on	Lansing Entertainment and Public Facilities (LEPFA)
Second choice of a board to serve on	<i>Field not completed.</i>
Third choice of a board to serve on	<i>Field not completed.</i>
Fourth choice of a board to serve on	<i>Field not completed.</i>
Please comment briefly on why you wish to serve on a particular board or commission. Please be specific as to your goals and ideas about how you wish to contribute to the work of the board or commission	I wish to serve on the LEPFA board because I would like to help increase the regional recognition and use of their venues, and help enhance the economic growth of our community.
Qualifications and Eligibility – At this time, if you do not meet one or more of the qualifications or eligibility requirements listed at the top, please state here the requirement to be met and explain how you will be qualified or eligible before you would be sworn in to an appointed office	<i>Field not completed.</i>
Background Check Authorization	I agree
Please type your name in this box to signify that you can serve on a board or commission and the information in this	Danielle Lenz

application is accurate to
the best of your
knowledge

Date & Time

8/16/2020 5:00 PM

Email not displaying correctly? [View it in your browser.](#)

Danielle M. Lenz



lenzdaniellem@gmail.com

517.282.2330

EXPERIENCE

- Edge Partnerships** *Director of Public Relations and Digital Strategies* Lansing, MI Jan. 2014 – Present
- Manage all digital strategy for Edge Partnerships and clients.
 - o Michigan Lodging & Tourism Association
 - o Farm Bureau Insurance of Michigan
 - o Douglas J Aveda
 - o Lansing Brewing Company
 - o Silver Bells in the City
 - Director of accounts for Edge Partnerships' clients.
 - Act as liaison to local, state and national media.
 - Compose and edit digital strategies, releases and social for clients.
 - Manage Edge Partnerships' intern program including interviews, hires and reviews.
 - Coordinate special events.
 - o Pure Michigan Governor's Conference on Tourism (1,000 attendees)
 - o Michigan Press Association (400 attendees)
 - o Grand Openings
 - o Press Conferences
- Angela Witwer for State Representative** *Campaign Manager* Lansing, MI Oct. 2017 – Nov. 2018
- Facilitated all campaign activities according to schedule and budget of \$200,000.
 - Helped flip the MIRS rated Top 5 seat in 2018
 - Maintained the candidates schedule.
 - Managed all communications during the campaign period, including press releases, media advisories and social media outreach.
 - Ensured all mailings and letters were sent and received by recipients on time.
 - Organized fundraising and volunteer efforts.
 - Recruited, managed and coordinated volunteers.
 - Managed data collection and entry into VAN.
- Edge Partnerships** *Public Relations & Social Media Specialist* Lansing, MI Jan. 2011 – Dec. 2014
- Manage online and media communications for Edge Partnerships and clients.
 - Manage client accounts.
 - Act as liaison to local, state and national media.
 - Develop public relations, social media and communication plans.
 - Compose and edit written materials, including blogs, social media posts and news releases.
 - Conduct focus groups to obtain pertinent information for clients.
 - Assist in planning, implementation and monitoring of long- and short-term strategies for use of social media with Edge and clients.
 - Assist in the development of written responses to RFPs (Request for Proposals) issued by government entities and others.
- Classic Travel** *Marketing Coordinator* Lansing, MI Sept. 2006 – Dec. 2010
- Development of strategic marketing plan that included tactics that generated an additional \$35,000 in revenue by selling advertisement in the company's annual newsletter.
 - Create and manage a dynamic social media program targeting desired demographic which resulted in increased exposure.
 - Increased revenue by \$6,000 by increasing the profile of the affiliated companies.

- Plan and organize special events and destination weddings.
- Manage all aspects of coordinating client parties for several hundred guests, including arranging awards, cocktail party, dinner, logistics and event entertainment.
- Organize large incentive groups to exotic destinations including organizing group activities, agendas and itineraries.

Edge Partnerships *Public Relations Assistant* Lansing, MI Nov. 2007 – Jan. 2011

- Assist with event coordination and implementation.
 - o HurleyFest – A centennial celebration for the city of Flint, Michigan for 5,000 including children’s activities, catering, technology festival and hired American Idol entertainment.
- Develop special event spreadsheets and database in order to have smooth coordination of all events and event tactics.
- Draft and release all media inquiries, news releases, public service announcements and community calendar releases for all events and client news items.

Lansing Entertainment & Public Facilities Authority *Marketing Intern* Lansing, MI April 2010 – Aug. 2010

- Help with coordination of Common Ground Music Festival, Michigan’s largest week-long outdoor music festival.
- Assistance with meet & greets with event entertainment.
- Develop and implement social media contest for festival attendees.
- Assistance with Home Run for Hope and Board of Water and Light Chili Cook Off.

Michigan State Senate *Senate Page* Lansing, MI June 2005 – Aug. 2006

- Develop and maintained a trusted working relationship with all 38 Michigan Senators.
- Worked directly with state Senators and staff to assist in carrying out their duties and responsibilities.
- Courier service of Senate materials within the State Capital and Capitol complex.

EDUCATION

Michigan State University East Lansing, MI Aug. 2005 – May 2010
Diploma: Bachelor of Arts, Communication

AFFILIATIONS

Cristo Rey Community Center Board Chair	Nov. ‘15 – present
Downtown Lansing Inc. Promotions Committee	June 2012 - present
Country Club of Lansing Membership Committee	Jan. 2014 – present
Habitat for Humanity Women’s Build Committee	October 2019 - present
Central Michigan Public Relations Society of America Board Member, Communications Chair	May ‘15 – Dec. ‘17

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

WHEREAS, the Mayor has made the appointment of Danielle Lentz as an At-Large member of the Lansing Entertainment and Public Facilities Authority Board of Commissioners for a term to expire June 30-2023; and

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

WHEREAS, the Committee of the Whole met on April 26, 2021 and took affirmative action.

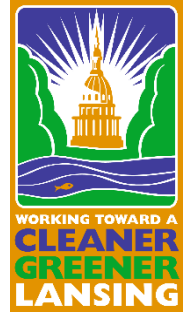
NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of Danielle Lentz as an At-Large member of the Lansing Entertainment and Public Facilities Authority Board of Commissioners for a term to expire June 30, 2023.



Andy Schor, Mayor

PUBLIC SERVICE DEPARTMENT

7th Floor City Hall
124 West Michigan Avenue
Lansing, Michigan 48933
(517) 483-4455
FAX: (517) 483-6082
www.lansingmi.gov/pubserv



MEMORANDUM

TO: Andy Schor, Mayor
FROM: Andrew K. Kilpatrick, Public Service Director *Andrew K. Kilpatrick*
DATE: December 22, 2020
SUBJECT: Johnson Controls Performance Contracting Project

Due to the age of many of the City's buildings and the associated maintenance and performance reliability issues (roofs, HVAC, windows, etc.) the City initiated a study to determine what repairs and upgrades could be funded through energy and operation savings. The City selected Johnson Controls Inc. (JCI), using a competitive request for proposals process, to perform a comprehensive facility audit of key City facilities and develop a proposal to address building system issues using existing utility and operational funding. The goal was to address as many issues as possible while remaining budget neutral over a 20-year period.

In addition to the facility audit, workshops were held with City staff over a three month period (June through August) to provide information and get input on the following: renewable energy technology, IT, HVAC, building controls, water conservation, electrical plug load, measurement and verification, legal and finance. Members of the cabinet as well as other key employees have attended and/or participated in discussions, walkthroughs and design meetings during the process.

In August, JCI presented a proposal with capital improvement recommendations that addressed lighting, mechanical, building control and security, roofs and windows in key facilities, as well as improvements to the Pedway. The proposed project is \$18.8 million in infrastructure improvements funded using projected savings of almost \$25.7 million (over a 20 year period).

In analyzing the proposal, facilities and improvements were broken into the following categories:

1. Positive Payback – improvements with an energy/operational payback less than 20 years
2. Age/Condition – components and systems past their useful life
3. Strategic Discussion – improvements that may, or may not, make sense depending on the City's mid/long term plans for the buildings
4. Non-City Operated Buildings – Groesbeck and Sycamore golf facilities, Fenner Nature Center and Hill/Schmidt where operating costs are paid by a non-City entity and a separate agreement might be needed to utilize the savings to fund the improvements.

Purely from an energy/utility savings perspective, lighting improvements, primarily changing to LED, and building envelope improvements (weather stripping, etc.) have the shortest payback period (generally less than 5 years). Many of the mechanical improvements have a much longer payback period or do not pay back over a 20 year period, but are recommended due to equipment being beyond its useful life.

The compelling reason to include them in the project is the time and cost to order and install the equipment when it fails. By replacing them now with new, energy efficient equipment, the City would achieve both lower operating costs (energy and repair) as well as greater reliability and eliminate the additional cost and inconvenience of waiting to replace a component until a component fails. In addition, replacement before failure would eliminate the risk of secondary damage caused by equipment and system failures. The roof and heat at SWOC are good examples of issues experienced when we wait to address issues until they become critical.

The recommended improvements the Southside Community Center at Harry Hill would necessitate a separate agreement with the Lansing School District so the City could capture these savings.

Attached is a financial summary sheet detailing proposed improvements, costs and savings. The financial summary sheets only identifies energy and other non-operational cost savings. Operational savings are estimated at \$640,000 per year if all improvements were implemented.

Based on additional meetings and discussions with a variety of City staff (Parks, Property Management, etc.) there are a number of recommended changes to the proposal JCI submitted, primarily due to facilities that are underutilized or which have an uncertain future. Changes to the recommended improvements for these facilities are listed in Attachment A on the following page.

Recommendation

JCI proposed a project of \$18.8 million with estimated performance savings of \$14.3 million and estimated additional operational savings of over \$11.4 million over a 20 year period. The improvement in this proposal would result in an estimated net positive cash flow of almost \$7 million over a 20 year period.

The recommended project is \$12.0 million with an estimated performance savings of \$9.4 million over a 20 year period. Operational savings of an additional \$400,000 annually are also projected, based on an analysis of current contracted HVAC and plumbing work and lighting materials. From a City budget standpoint, given the fact that other equipment and systems would need increased maintenance during the 20 year analysis period, the calculated operational savings were reduced by 25% for year 1 and 75% in year 20, for an average annual savings amount of \$200,000 (50% of the calculated operational savings).

Based on these calculations, the recommended project has a positive cash flow conservatively estimated at \$1.4 million over a 20 year period.

In discussions with Rob Widigan, there are several funding mechanisms possible for the project, using a combination of internal and external sources. The exact mechanisms depend the whether the improvement are General Fund (101), Parks Millage (412), or Parking (590).

Greg Venker has reviewed the project agreement and indicated that it is approvable as to form as submitted. He further indicated that there are some items he is going to flag for consideration, but they are on the business side of the agreement, and not the legal side.

Assuming concurrence with the project, as identified in the summary spreadsheet, JCI has already updated the financial figures and the project agreement. The project agreement has also been modified to provide two notices to proceed, which may make certification of funds possible for an initial phase before financing is secured for the entire project.

Attachment A: Facilities with Recommended Changes from Proposal

LFD Alpha Training Classroom and Tower – Mid to long term solution is needed, probably a new facility at another location. The classroom is only used by LFD and the cost to repair the tower is almost as much as a new one. A firm decision on a long term solution for these facilities is needed before justifying spending about \$275k on the existing facilities. Repairs to keep the facilities as watertight as possible to prevent future damage should be made.

Bancroft Park restrooms – These are seldom used and spending \$14k is not warranted at this time.

City Hall – Assuming a tenancy of at least 3 years, the replacement of the steam traps makes sense. The replacement of the pneumatic controls on several of the floors needs to be done to reduce the air loss in the current system and to minimize the number of compressors that are needed to support the existing system. This work should cost less than \$200k. Lighting replacement to LED should be contemplated as fixtures fail, to be performed with existing City resources. If the City will remain in City Hall for more than 6-7 years, lighting replacement should be pursued.

Comstock Park Restroom – This facility is not used and demolishing the structure should be investigated.

Fire Stations #4 and #6 – Interior lighting is primarily LED so replacement is not justified at this point. As these fixtures begin to fail, replacing them makes sense. If this happens within the life of the project, they should be replaced. If not, they would be replaced with a separate contract.

Fire Station #9 – If a new station, combined with Fire Training is feasible, improvements other than to the building envelope should be deferred until a decision is made as to whether this facility will remain in its current location.

Fire Station #10 – Due to the number of personnel at this location, the facility should be closed and moved to another location (SWOC or new #9).

Hazel Street Warehouse – If another location, potentially combined with O&M, is contemplated, then a long term patch of the roof and minimal other improvements are recommended. Otherwise, the majority of the recommended improvements should be implemented.

Marshall Park Restroom/Storage – Replace lighting when fixtures fail.

Moores Pool – No improvements recommended until future of Moores Pool decided.

Mt. Hope Cemetery Office – No City staff in building. Does not make sense to make improvements at this time.

North Capitol Parking Ramp Office – Replace lighting in the south suites and interior walkways. May make sense to defer replacing lighting in the north suites until the suites are leased, and do this as part of tenant buildout. Move forward with other recommended improvements.

Pedway – Do the minimal replacements and upgrades to HVAC and life safety systems that can be funded with the remaining bond funds and approximately 10 years of brownfield tax capture. Defer remaining improvements until future of facilities on east side of the river is known.

Ranney Park Pavilion – Since this facility will remain for a long period of time, replacing the roof with metal should be investigated, and is recommended as long as it is cost effective compared to 2 replacements with asphalt shingles.

Schmidt Center – Wait on these improvements until approval can be secured from the Lansing School District on capturing the projected savings. Funding should be made available, however, since the payback period is approximately 2 years.

Sign Shop – Since this doesn't pay for itself with energy savings, replace lighting with existing resources as fixtures need relamping

Washington Park Restrooms – This facility is not currently used and should be mothballed during the winter to minimize roof issues. Further investigation is needed to determine if the roof replacement can be deferred if the building is minimally heated in the winter.

South Washington Office Complex – Defer improvements until the future of this facility is more certain. Remaining HVAC improvements should be made.

St. Joseph Concessions – Minimal use. Lighting to be replaced as it fails with existing resources.

Sycamore Golf Starter House – Defer decision until fate of contract renewal with First Tee known.

Westside Parking Restrooms – Security upgrade needed. Interior lighting should be replaced as it fails.

Johnson Controls Energy Performance Project Information

Background

- City buildings are relatively old, with an average age of over 50 years.
- Capital expenditures are not currently adequate to address the necessary repair, replacement and upgrades of the City's facilities.
- In 2019, the City started work on a climate action plan for City operations, which was completed in February, 2020.
- One of the key strategies in the plan was to become carbon neutral and increase the energy efficiency of City operations.
- In June of 2019, the City issued an RFQP for an energy audit of key City buildings with the goal of implementing recommended solutions that could be self-funded with energy and operational savings. Johnson Controls (JCI) was selected to perform this work.
- The City received a final report and project recommendation in August of 2020 and worked through the fall to select the improvements to be implemented.
- Facility improvement measures selected were based on the current need for the improvement, payback of the improvement, as well as the long term plan for the facility.
- Agreement was signed in with JCI in January of 2021 for the selected project, with the goal of starting construction in the 1st half of 2021 and completing the work over the next 2 years.

Project Overview

Improvements will be made at close to 40 locations including parks, community centers, fire stations, police buildings, general office space and the Pedway, including:

- HVAC including roof top units and boiler replacements
- interior and exterior lighting
- building controls
- roof replacements
- building envelope improvements
- security system upgrades

Benefits

- Energy and operational savings of the improvements over a 20-year period (post construction) would be \$20.2 million
- Local economic impact estimated at \$26.5 million with 193 local jobs created during the construction period.
- GHG reductions – almost 1,400 metric tons of CO₂e

Financing

- Act 99 Installment Purchase Agreement (IPA)
- Assuming 15 year term, the total cost of a \$12 million IPA is estimated at approx. 15.6 million

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

City of Lansing
Counties of Ingham and Eaton, State of Michigan

RESOLUTION APPROVING FINANCING UNDER
ACT 99, PUBLIC ACTS OF MICHIGAN, 1933
CAPITAL IMPROVEMENTS PURSUANT TO A PERFORMANCE CONTRACT WITH
JOHNSON CONTROLS, INC.

A RESOLUTION TO AUTHORIZE:

- Up to \$12,500,000 of installment purchase financing for new capital improvements pursuant to a Performance Contract with Johnson Controls, Inc., and associated costs of issuance.
- Mayor, City Clerk, and Finance Director of the City to negotiate financing.

WHEREAS, the City of Lansing, Michigan (the “City”) previously engaged Johnson Controls, Inc. (“JCI”) to perform an audit and analysis of the City’s buildings and infrastructure and to identify and report capital improvements, maintenance, repairs and other work that would enhance the value of the City’s buildings and infrastructure or provide a cost savings to the City over time; and

WHEREAS, JCI completed that work and made various recommendations to the City, and the City has identified certain of those recommendations it wishes to have completed; and

WHEREAS, therefore, the City has entered into a Performance Contract effective February 2, 2021 (the “Agreement”), with JCI, pursuant to which JCI has been engaged to perform or cause to be performed the work set forth in Schedule 1 to the Agreement, as such Schedule may be amended from time to time; and

WHEREAS, under the provisions of Act 99, Public Acts of Michigan, 1933, as amended (“Act 99”), the City is authorized to enter into any contracts or agreements for the purchase of real or personal property for public purposes, to be paid for in installments over a period not to exceed 15 years and not to exceed the useful life of the property acquired, as determined by resolution of the City’s City Council;

WHEREAS, the City determines it to be necessary to purchase the real and personal property comprised of renovations, reconstruction, improvement and development of the City’s buildings and infrastructure as provided in the Agreement (the “Property”) pursuant to Act 99, at a total estimated cost of not-to-exceed \$12,500,000, including associated costs of issuance; and

WHEREAS, the outstanding balance of all purchases authorized under Act 99, exclusive of interest, shall not exceed 1.25% of the taxable value of the real and personal property in the City at the date of the contract or agreement; and

WHEREAS, the City Council wishes to authorize the Mayor, City Clerk, and Finance Director of the City (each an "Authorized Officer") to negotiate the installment purchase financing of the Property without the necessity of the City Council taking further action.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Each Authorized Officer is hereby authorized to negotiate one or more installment purchase agreements or contracts with the sellers of the Property and a bank or other financial institution, in substantially the form as he or she shall, in consultation with counsel, determine to be appropriate. Principal payable pursuant to the installment purchase agreements or contracts shall be payable over a period to be determined by an Authorized Officer but in any event not to exceed 15 years or the useful life of the Property, whichever is less, as set forth in Section 2 of this Resolution. The net interest cost payable under the installment purchase agreements or contracts shall not exceed 5.00% per annum, and the aggregate principal amount to be paid by the City under the installment purchase agreements or contracts, including associated costs of issuance, shall not exceed \$12,500,000.

2. The useful life of the Property is hereby determined to be not less than 15 years. The acquisition of the Property, and the approval of the installment purchase agreements or contracts hereby are found and declared to be for a valid public purpose and in the best interest of the health and welfare of the residents of the City.

3. The City hereby agrees to include in its budget for each year a sum which will be sufficient to pay the principal of and the interest coming due under the installment purchase agreements or contracts before each following fiscal year. In addition, the City hereby pledges to levy, if necessary, ad valorem taxes on all taxable property in the City each year in an amount necessary to make its debt service payments under the installment purchase agreements or contracts, subject to applicable constitutional, statutory and charter tax rate limitations.

4. Each Authorized Officer is hereby directed and authorized to execute and deliver the installment purchase agreements or contracts in final form, and to execute and deliver such additional documentation as shall be necessary to effectuate the closing contemplated by the installment purchase agreements or contracts, the assignment thereof, including requisition certificates (if provided by the form of installment purchase agreement or contract) providing payment to the sellers of the Property upon delivery of any portion of the Property or for reimbursement of previously appropriated or advanced costs.

5. Each Authorized Officer is hereby authorized to make all administrative transfers necessary to implement this Resolution, including current fiscal year debt service account, and to establish appropriate construction and financing accounts.

6. The City covenants that, if applicable, to the extent permitted by law, the City shall take all actions within its control necessary to maintain the exclusion of the interest component of the payments due under the installment purchase agreements or contracts from adjusted gross income for general federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code") including but not limited to, actions relating to the rebate of arbitrage earnings, if applicable.

7. The City hereby makes the following declaration of intent for the purpose of complying with the reimbursement rules of Treas. Reg. § 1.150-2 pursuant to the Internal Revenue Code:

(a) The City reasonably expects to reimburse itself with proceeds of debt to be incurred by the City for the expenditures made to pay certain costs associated with the Property which were or will be paid subsequent to sixty (60) days prior to the date hereof from the general funds or capital fund of the City.

(b) As of the date hereof, the maximum principal amount of debt expected to be issued for reimbursement purposes, including reimbursement of debt issuance costs, is \$12,500,000, which debt may be issued in one or more series and/or together with debt for other purposes.

(c) A reimbursement allocation of the expenditures described in paragraph (a) above with the proceeds of the borrowing described herein will occur not later than 18 months after the later of (i) the date on which the expenditure is paid, or (ii) the date the Property is placed in service or abandoned, but in no event more than three (3) years after the original expenditure is paid. A reimbursement allocation is an allocation in writing that evidences the City's use of the proceeds of the debt to be issued for the Property to reimburse the City for a capital expenditure made pursuant to this Resolution.

(d) The expenditures for the Property are "capital expenditures" as defined in Treas. Reg. § 1.150-1(b), which are any costs of a type which are properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of "placed in service" under Treas. Reg. § 1.150-2(c)) under general Federal income tax principles (as determined at the time the expenditure is paid).

(e) No proceeds of the borrowing paid to the City in reimbursement pursuant to this Resolution will be used in a manner described in Treas. Reg. § 1.150-2(h) with respect to abusive uses of such proceeds, including, but not limited to, using funds corresponding to the proceeds of the borrowing in a manner that

results in the creation of replacement proceeds (within Treas. Reg. § 1.148-1) within one year of the reimbursement allocation described in (c) above.

8. The City hereby requests that Dykema Gossett, PLLC continue to serve the City as bond counsel for this financing, notwithstanding the potential concurrent representation of any other participant in the financing in matters not related to this financing. The City recognizes that Dykema Gossett, PLLC has represented, from time to time, and currently represents, various banks, financial institutions, underwriters, contractors, vendors, and other potential participants in this financing for matters not related to this financing. The City hereby requests that Robert W. Baird & Co. Incorporated continue to serve the City as Municipal Advisor for this financing.

9. In the event that an Authorized Officer is not available to undertake responsibilities delegated under this Resolution, then the Chief Operating Officer or other officer of the City designated by an Authorized Officer or Chief Operating Officer is authorized to take such actions. Each Authorized Officer or Chief Operating Officer are hereby severally authorized to execute and deliver the installment purchase agreements or contracts in final form. The officers, administrators, agents and attorneys of the City are authorized and directed to execute and deliver all other agreements, documents and certificates, to use monies legally available to the City to pay any costs necessary to accomplish negotiation and execution of the installment purchase agreements or contracts, and to take all other actions necessary to complete the financing transaction contemplated by this Resolution.

10. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution are hereby rescinded.

[Remainder of page intentionally left blank]

I hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the City Council of the City of Lansing, Counties of Ingham and Eaton, State of Michigan, at a meeting held on Monday, _____, 2021 at 7:00 o'clock p.m., prevailing Eastern Time, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act 267.

I further certify that the following Members were present at said meeting: _____

_____ and that the following Members were absent: _____.

I further certify that Member _____ moved for adoption of said resolution and that Member _____ supported said motion.

I further certify that the following Members voted for adoption of said resolution:

_____ and that the following Members voted against adoption of said resolution: _____.

City Clerk



FINANCE DEPARTMENT
124 W Michigan Ave., 8th Floor
Lansing, Michigan 48933
517.483.4500

To: Council President Peter Spadafore and Council Members

From: Robert J.F. Widigan, Finance Director

CC: Andy Schor, Mayor

Date: April 26, 2021

Re: 2021 IPA JCI Improvements - Summary Memo for Resolution

Background, Project Overview, and Benefits to Accrue to the City

In 2019, the City started work on a climate action plan for City operations, which was completed in February, 2020. One of the key strategies in the plan was to become carbon neutral and increase the energy efficiency of City operations. In June of 2019, the City issued an RFQP for an energy audit of key City buildings and infrastructure with the goal of implementing recommended solutions that could be self-funded with energy and operational savings. Johnson Controls (JCI) was selected to perform this work. The City received a final report and project recommendation in August, 2020 and worked through the fall to select the improvements to be implemented. Facility improvement measures selected were based on the current need for the improvement, payback of the improvement, as well as the long-term plan for the facility. An Agreement was signed with JCI in January of 2021 for the selected project scope, with the goal of starting construction pursuant to the Agreement in the 1st half of 2021 and completing the work over the next 2 years. Improvements will be made at close to 40 locations including parks, community centers, fire stations, police buildings, general office space and the Pedway, including: 1) HVAC including roof top units and boiler replacements; 2) interior and exterior lighting; 3) building controls; 4) roof replacements; 5) building envelope improvements; and, 6) security system upgrade.

Energy and operational savings of the improvements to the City over a 20-year period (post construction) are estimated at \$20.2 million. In addition, local economic impact is estimated at \$26.5 million with 193 local jobs created during the construction period.

Proposed Installment Purchase Agreement ("IPA") Resolution

The proposed resolution would permit the issuance of a new installment purchase agreement in an amount not to exceed \$12,500,000 to finance all or a portion of the above improvements. The maximum amortization period using an IPA is fifteen (15) years. The City will issue a Request for Proposal to solicit the purchase of the 2021 IPA from qualified financial institutions to obtain the lowest cost of funding most favorable to the City.

Impact on IPA Financing Capacity

As of April 2, 2021, the City's capacity to issue new IPA is \$18,212,923, which is calculated as 1.25% of the 2020 Taxable less outstanding IPA [(2,296,435,219 x 1.25%) - \$10,492,517]. With this proposed 2021 IPA for the Improvements, the City's IPA capacity will be reduced by the actual par amount of the 2021 IPA leaving an estimated IPA capacity of \$5,712,923. This remaining capacity may also be reduced by the estimated termination fees associated with the 2015 IPA (estimated at \$480,000 if all of the 2015 IPA is restructured or refinanced) and estimated costs of issuance (estimated at \$115,000). If needed, the City



FINANCE DEPARTMENT
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Lansing, Michigan 48933
517.483.4500

has remaining bond capacity from the 2020 Capital Improvement Bonds authorization in an amount not to exceed \$4,491,460 which could be utilized to finance projects having useful life greater than fifteen (15) years but not to exceed the twenty (20) years of projected savings.

Type of Financing	Term	Estimated Annual Debt Service Per \$1 million Issued	Estimated Total Debt Service Per \$1 million Issued
Installment Purchase Agreement	15 Years	\$86,000	\$1,290,000
Capital Improvement Bonds	20 Years	\$66,750	\$1,335,000

Legal Considerations

- Financing of the project will be provided through an Installment Purchase Agreement with the contractor (JCI) under Public Act 99 of 1933 (the "Act"). The City may enter into a contract for:
 - purchase of land, property, or equipment (including installation) for public purposes; and
 - to be paid in installments over the lesser of 15 years or the useful life of the property.
- The City will at all times have control of the property purchased under the Act and maintain the property for public use and purposes. Similar to other obligations of the City, the City provides its limited tax, full faith and credit pledge in favor of the financing.
- To the extent possible, the City's obligation will be tax exempt.
- The City has used similar financings under the Act including the purchase of recycling trucks and carts in 2013, the original financing and renovations to the stadium, and 2020 purchase of a firetruck and other equipment.



FINANCE DEPARTMENT
124 W Michigan Ave., 8th Floor
Lansing, Michigan 48933
517.483.4500

To: Council President Peter Spadafore and Council Members

From: Robert J.F. Widigan, Finance Director

CC: Andy Schor, Mayor

Date: April 26, 2021

Re: 2021 IPA Stadium Improvements Refinance - Summary Memo for Resolution

Background

On February 10, 2021, City Council approved the Second Amendment (the "Second Amendment") to the Stadium License, Lease, and Service Agreement (the "Agreement") between the City and Take Me Out to the Ballgame, LLC ("TMO"). The Second Amendment provides substantive changes to the Agreement including the consideration, duties, and obligations of the City and TMO, an extension of the lease term, changes to the revenue sharing structure, the repayment of TMO's 2020 debt service payment (\$125,000 over a ten-year period), new capital improvements (not to exceed \$1,250,000), and the refinancing of the outstanding 2015 Installment Purchase Agreement ("2015 IPA"). We will be talking about the new capital improvements and the refinancing of the outstanding 2015 IPA today.

Proposed Installment Purchase Agreement ("IPA") Resolution

The proposed resolution would permit the issuance of a new installment purchase agreement (the "2021 IPA") to finance the new capital improvements, refinance TMO's portion of the 2015 IPA, including termination fees¹ and costs of issuance, and refinance the City's portion of the 2015 IPA, if beneficial to the City.

Purpose	Estimated Par Amount Allocation
New Capital Improvements	\$1,250,000
TMO Portion of 2015 IPA (with termination fees & cost of issuance)	2,360,000
City Portion of 2015 IPA	7,890,000
Total	\$11,500,000

The City will issue a Request for Proposal to solicit the purchase of the 2021 IPA from qualified financial institutions to obtain the lowest cost of funding most favorable to the City.

Impact on IPA Financing Capacity

As of April 2, 2021, the City's capacity to issue new IPA is \$18,212,923, which is calculated as 1.25% of the 2020 Taxable Value, less outstanding IPAs [(2,296,435,219 x 1.25%) - \$10,492,517]. With this proposed 2021 IPA, the City's IPA capacity will be reduced by the actual termination fees associated with the 2015 IPA (estimated at \$480,000 if all of the 2015 IPA is restructured or refinanced) and estimated costs of issuance (estimated at \$115,000). The City's new IPA capacity would be \$17,617,923.

¹ Termination fees to be negotiated and determined prior to closing.



Andy Schor, Mayor

FINANCE DEPARTMENT

124 W Michigan Ave., 8th Floor
Lansing, Michigan 48933
517.483.4500

Legal Considerations

- Financing of the project will be provided through an Installment Purchase Agreement with the contractor under Public Act 99 of 1933 (the "Act"). The City may enter into a contract for:
 - purchase of land, property, or equipment (including installation) for public purposes; and
 - to be paid in installments over the lesser of 15 years or the useful life of the property.
- The City will at all times have control of the property purchased under the Act and maintain the property for public use and purposes. Similar to other obligations of the City, the City provides its limited tax, full faith and credit pledge in favor of the financing.
- To the extent possible, the City's obligation will be tax exempt, but the 2015 IPA and the proposed 2021 IPA will be federally taxable due to the for-profit operation of the stadium.
- The City has used similar financings under the Act including the purchase of recycling trucks and carts in 2013, the original financing and renovations to the stadium, and 2020 purchase of a firetruck and other equipment.

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

City of Lansing
Counties of Ingham and Eaton, State of Michigan

RESOLUTION APPROVING FINANCING UNDER ACT 99, PUBLIC ACTS OF
MICHIGAN, 1933 CAPITAL IMPROVEMENTS PURSUANT TO STADIUM LEASE AND
AMENDMENT AND RESTATEMENT OF PRIOR OBLIGATION

A RESOLUTION TO AUTHORIZE:

- Up to \$11,500,000 of installment purchase financing for new capital improvements for the Jackson Field Stadium, the amendment and restatement or refinancing of an existing installment purchase financing that was entered into for prior stadium capital improvements, and associated costs of issuance.
- Mayor, City Clerk, and Finance Director of the City to negotiate financing.

WHEREAS, the City of Lansing (the "City") financed the acquisition of Jackson Field Stadium (formerly known as Oldsmobile Park and Cooley Law School Stadium), a public multipurpose stadium (the "Stadium"), pursuant to the provisions of Act No. 99, Public Acts of Michigan, 1933, as amended ("Act 99"), which act provides a means for a city to acquire and finance lands, property or equipment for public purposes; and

WHEREAS, the Comprehensive Development Agreement relating to the Stadium by, between and among the City, the Lansing Brownfield Redevelopment Authority, Outfield Partners, LLC and Take Me Out to the Ballgame Limited Liability Company ("TMO") (the "Comprehensive Development Agreement") requires that the City shall cause certain renovations, reconstruction, improvement and development work to be performed at the Stadium; and

WHEREAS, the City is party to a Stadium License, Lease and Service Agreement dated July 15, 2014, by and between Take Me Out to the Ballgame, Limited Liability Company, as amended by a First Amendment to the Stadium License, Lease and Service Agreement (together, the "2014 Lease"); and

WHEREAS, pursuant to the terms of the Lease, including as amended by a Second Amendment to the Stadium License, Lease and Service Agreement (the "Second Amendment") and pursuant to the Comprehensive Development Agreement, the City shall cause certain renovations, reconstruction, improvement and development work to be performed in an amount not to exceed \$1,250,000 at the Stadium pursuant to an Act 99 financing; and

WHEREAS, to finance certain stadium capital improvements pursuant to the 2014 Lease, the City completed an Act 99 financing on February 13, 2015, and that obligation remains outstanding (the "2015 Obligation"); and

WHEREAS, the Second Amendment provides that the City will facilitate the refinancing of the original principal balance of approximately Three Million and 00/100 Dollars (\$3,000,000) on the 2015 Obligation; and

WHEREAS, Robert W. Baird & Co. Incorporated, the City's Municipal Advisor (the "Municipal Advisor") recommends the refinancing of the entire 2015 Obligation to achieve a debt service savings on behalf of both the City and TMO (the "2015 Refinancing"); and

WHEREAS, the City of Lansing (the "City") determines it to be necessary to purchase the real and personal property comprised of renovations, reconstruction, improvement and development of the Stadium pursuant to the 2014 Lease, Second Amendment and Comprehensive Development Agreement (the "Property") and to undertake the 2015 Refinancing pursuant to Act 99, at a total estimated cost of not-to-exceed \$11,500,000, including associated costs of issuance; and

WHEREAS, the outstanding balance of all purchases authorized under Act 99, exclusive of interest, shall not exceed 1.25% of the taxable value of the real and personal property in the City at the date of the contract or agreement; and

WHEREAS, the City Council wishes to authorize the Mayor, City Clerk, and Finance Director of the City (each an "Authorized Officer") to negotiate the installment purchase financing of the Property and the 2015 Refinancing without the necessity of the City Council taking further action.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Each Authorized Officer is hereby authorized to negotiate one or more installment purchase agreements or contracts with the sellers of the Property and a bank or other financial institution, in substantially the form as he or she shall, in consultation with counsel, determine to be appropriate. Principal payable pursuant to the installment purchase agreements or contracts shall be payable over a period to be determined by an Authorized Officer but in any event not to exceed 15 years or the useful life of the Property, whichever is less, as set forth in Section 2 of this Resolution. The net interest cost payable under the installment purchase agreements or contracts shall not exceed 5.00% per annum, and the aggregate principal amount to be paid by the City under the installment purchase agreements or contracts, including associated costs of issuance (including any fees payable with respect to the 2015 Refinancing), shall not exceed \$11,500,000.

2. The useful life of the Property is hereby determined to be not less than 15 years. The acquisition of the Property, and the property financed by the 2015 Obligation and the approval of the installment purchase agreements or contracts hereby are found and declared to be for a valid public purpose and in the best interest of the health and welfare of the residents of the City.

3. The City hereby agrees to include in its budget for each year a sum which will be sufficient to pay the principal of and the interest coming due under the installment purchase agreements or contracts before each following fiscal year. In addition, the City hereby pledges to levy, if necessary, ad valorem taxes on all taxable property in the City each year in an amount necessary to make its debt service payments under the installment purchase agreements or contracts, subject to applicable constitutional, statutory and charter tax rate limitations.

4. Each Authorized Officer is hereby directed and authorized to execute and deliver the installment purchase agreements or contracts in final form, and to execute and deliver such additional documentation as shall be necessary to effectuate the closing contemplated by the installment purchase agreements or contracts, the assignment thereof, including requisition certificates (if provided by the form of installment purchase agreement or contract) providing payment to the sellers of the Property upon delivery of any portion of the Property, to assign, cancel or amend and restate the 2015 Obligation or for reimbursement of previously appropriated or advanced costs.

5. Each Authorized Officer is hereby authorized to make all administrative transfers necessary to implement this Resolution, including current fiscal year debt service account, and to establish appropriate construction and financing accounts.

6. It is anticipated that payments due under the installment purchase contracts shall not be excluded from adjusted gross income for general federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code"). The City covenants that, if applicable, to the extent permitted by law, the City shall take all actions within its control necessary to maintain the exclusion of the interest component of the payments due under the installment purchase agreements or contracts from adjusted gross income for general federal income tax purposes under the Internal Revenue Code including but not limited to, actions relating to the rebate of arbitrage earnings, if applicable.

7. The City hereby makes the following declaration of intent for the purpose of complying with the reimbursement rules of Treas. Reg. § 1.150-2 pursuant to the Internal Revenue Code:

(a) The City reasonably expects to reimburse itself with proceeds of debt to be incurred by the City for the expenditures made to pay certain costs associated with the Property which were or will be paid subsequent to sixty (60) days prior to the date hereof from the general funds or capital fund of the City.

(b) As of the date hereof, the maximum principal amount of debt expected to be issued for reimbursement purposes, including reimbursement of debt issuance costs, is \$11,500,000, which debt may be issued in one or more series and/or together with debt for other purposes.

(c) A reimbursement allocation of the expenditures described in paragraph (a) above with the proceeds of the borrowing described herein will occur not later than 18 months after the later of (i) the date on which the expenditure is paid, or (ii) the date the Property is placed in service or abandoned, but in no event more than three (3) years after the original expenditure is paid. A reimbursement allocation is an allocation in writing that evidences the City's use of the proceeds of the debt to be issued for the Property to reimburse the City for a capital expenditure made pursuant to this Resolution.

(d) The expenditures for the Property are "capital expenditures" as defined in Treas. Reg. § 1.150-1(b), which are any costs of a type which are properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of "placed in service" under Treas. Reg. § 1.150-2(c)) under general Federal income tax principles (as determined at the time the expenditure is paid).

(e) No proceeds of the borrowing paid to the City in reimbursement pursuant to this Resolution will be used in a manner described in Treas. Reg. § 1.150-2(h) with respect to abusive uses of such proceeds, including, but not limited to, using funds corresponding to the proceeds of the borrowing in a manner that results in the creation of replacement proceeds (within Treas. Reg. § 1.148-1) within one year of the reimbursement allocation described in (c) above.

8. The City hereby requests that Dykema Gossett, PLLC continue to serve the City as bond counsel for this financing, notwithstanding the potential concurrent representation of any other participant in the financing in matters not related to this financing. The City recognizes that Dykema Gossett, PLLC has represented, from time to time, and currently represents, various banks, financial institutions, underwriters, contractors, vendors, and other potential participants in this financing for matters not related to this financing. The City hereby requests that Robert W. Baird & Co. Incorporated continue to serve the City as Municipal Advisor for this financing.

9. In the event that an Authorized Officer is not available to undertake responsibilities delegated under this Resolution, then the Chief Operating Officer or other officer of the City designated by an Authorized Officer or Chief Operating Officer is authorized to take such actions. Each Authorized Officer or Chief Operating Officer are hereby severally authorized to execute and deliver the installment purchase agreements or contracts in final form. The officers, administrators, agents and attorneys of the City are authorized and directed to execute and deliver all other agreements, documents and certificates, to use monies legally available to the City to pay any costs necessary to accomplish negotiation and execution of the installment purchase agreements or contracts, and to take all other actions necessary to complete the financing transaction contemplated by this Resolution.

10. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution are hereby rescinded.

[Remainder of page intentionally left blank]

I hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the City Council of the City of Lansing, Counties of Ingham and Eaton, State of Michigan, at a meeting held on Monday, _____, 2021 at 7:00 o'clock p.m., prevailing Eastern Time, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act 267.

I further certify that the following Members were present at said meeting: _____

_____ and that the following
Members _____ were _____ absent:

I further certify that Member _____ moved for adoption of
said resolution and that Member _____ supported said motion.

I further certify that the following Members voted for adoption of said resolution:

_____ and that the following
Members _____ voted _____ against _____ adoption _____ of _____ said _____ resolution:
_____.

City Clerk

4847-0542-6140.3

RE: New PA425 Interlocal Agreement between DeWitt Charter Township and the City of Lansing
April 2021

Emergent BioSolutions (Emergent) is considering locations for prospective business expansion, and a specific site (visual reference below) in the Lansing region of Michigan is an attractive option. The proposed Public Act 425 Interlocal Conditional Land Use Transfer Agreement (425 Agreement) between DeWitt Charter Township (Township) and the City of Lansing (City) is an important step to enable infrastructure support and financing tools to make any future project assessment feasible and an attractive option to choose the Lansing, Michigan location over out-of-state options.

In terms of geographic scope, the 425 Agreement covers a single land parcel of approximately 34 acres, west of Dewitt Rd and south of Port Lansing Rd, which Emergent currently owns. To the north and west of the proposed new 425 Agreement is property already under an existing 425 Agreement between Township and City as part of the Port Lansing Next Michigan Development Corporation (NMDC), and this proposed 425 Agreement's terms match those of the existing Port Lansing NMDC 425 Agreement.

Earlier this year, the company submitted a preliminary site plan to DeWitt Township for Site Plan Review to determine feasibility of constructing a 180,000 square foot industrial building. Additional details would be provided by Emergent and LEAP if prospective project plans are finalized, and decision made to move forward. The proposed 425 Agreement acts as a foundational and enabling framework only for Emergent to assess future growth opportunities. Emergent would need to return to Lansing City Council for consideration of Brownfield Tax Increment Financing (TIF) Plan (Brownfield Plan) via Public Act 381 (PA381) and an Industrial Facilities Tax Abatement (IFT Abatement) through Public Act 198 (PA198) for a potential project. If a project does not materialize on this site in the coming years for any reason, the 425 Agreement will be nullified, and the property revert fully to DeWitt Township's jurisdiction.



**AGREEMENT FOR CONDITIONAL TRANSFER OF PROPERTY
PURSUANT TO 1984 PA. 425
BY AND BETWEEN THE TOWNSHIP OF DeWITT AND THE CITY OF LANSING**

This Agreement ("Agreement") made this ____ day of _____, 2021, between the **CHARTER TOWNSHIP OF DeWITT** (the "Township"), a Michigan charter township organized and operating under the Charter Township Act, MCL 42.1, et seq., as amended, and the **CITY OF LANSING** (the "City"), a Michigan municipal corporation (individually, a "Party" and collectively, the "Parties").

WHEREAS, Township and City seek a regional partnership that will retain and attract businesses and jobs related to, and encourage, economic growth in the City and Township; and

WHEREAS, The City and Township find that the conditional transfer of the Transferred Area (defined herein) from the Township to the City pursuant to this Agreement and law will assist economic development and benefit the residents of the City and Township, including revenue that will support economic development; and

WHEREAS, this is an Agreement economically beneficial to the entire Mid-Michigan region; and

WHEREAS, the Township and the City are municipal corporations organized and existing pursuant to the laws of this State and are "local units" within the meaning of PA 1984 No. 425 (MCL 124.21 et seq.) "Act 425"; and

WHEREAS, Act 425 enables such local units, by written contract, to conditionally transfer property and jurisdiction pertaining to such property for the purpose of an economic development project or projects and to secure various public improvements and infrastructure necessary to develop the conditionally transferred property; and, in addition, the Township and City have agreed upon certain factors prior to entering into this written Agreement conditionally transferring the property, and, pursuant to Act 425, the Township, before signing this Agreement, held a public hearing on the ____ day of _____, 2021, regarding this conditional transfer agreement, and the City of Lansing held a public hearing on the ____ day of _____, 20__ regarding this same Agreement, both preceded by Notice in accordance with the requirements of the Michigan Open Meetings Act;

WHEREAS, the Township and City further find that the conditional transfer of property from the Township to the City pursuant to this Agreement will provide for certain municipal services to the Transferred Area, will assist economic development and be beneficial to the residents of the Township and City, and will work to prevent conditions of unemployment;

WHEREAS, this Agreement is meant to strengthen a mutual relationship between Township and City.

NOW THEREFORE, and pursuant to Act 425 of 1984, the Parties agree as follows:

ARTICLE I

DEFINITIONS AND REPRESENTATIONS

Section 1.1 Definitions.

- A. "Agreement" means this Agreement for Conditional Transfer of Property;
- B. "Transferred Area" means that portion of the Township legally described in Exhibit A and depicted in Exhibit B;
- C. "BWL" shall mean the Lansing Board of Water and Light, a City-owned municipal utility supplier;
- D. "Electric Service" means electric generation, transmission and distribution or any part thereof.
- E. "Company" means Emergent BioSolutions or any successor entity.
- F. "Tri-Party Development Agreement" means an agreement between the Parties and the Company which includes, *inter alia*, procedures and responsibilities relating to tax incentives and/or reimbursement of eligible brownfield costs.

Section 1.2 Representations.

The Township and the City represent that before entering into this Agreement the following factors were considered:

- A. Composition of the population; population density; land areas and land uses; assessed valuation; topography, natural boundaries and drainage basins; and past and probable future growth, including population increase and business and commercial development in the area, and the comparative data for the Township and the portion of the Township remaining after the transfer of the Transferred Area.
- B. The need for organized community services; the present costs and adequacy of governmental services in the Transferred Area; the practicality of supplying such services to the Transferred Area; the probable effect of the transfer and of the alternative courses of action on the costs and adequacy of services in the Transferred Area and on the remaining portion of the Township; the probable change in taxes and tax rate in the Transferred Area in relation to the benefits expected to accrue from such transfer; and the financial ability of the Township and the City by itself

and through its BWL to provide and maintain municipal and governmental services in the Transferred Area.

- C. The general effect upon the Parties of the transfer, and the relationship of the transfer to applicable land use plans.

ARTICLE II

AREA AND JURISDICTION TRANSFERRED

Section 2.1 Transfer of Property.

The Transferred Area consists of approximately ____ (____) acres and shall be conditionally transferred from the jurisdiction of the Township to the jurisdiction of the City for the purposes specified in this Agreement.

Section 2.2 Jurisdiction – Governmental Services.

A. Water Distribution and Electric Service within the Transferred Area.

Public water distribution and electric service for the Transferred Area shall be provided by the City, subject to state law regarding any existing electrical franchises pertaining to existing electrical services. The Township consents to the use of public roads, rights-of-way and easements throughout the Township for purposes of extension of water and electric distribution systems to the Transferred Area. The Township agrees to support acquisition and/or permitting that may be needed to effectuate this provision. The Transferred Area shall be considered as being within the corporate limits and jurisdiction of the City for the purpose of constructing service lines and laterals on public property for connection with the City's water distribution system and electric service, respectively, and the conduct of a water and electric service utility business therein.

B. Sanitary Sewer Service (Subject to Public Service review)

1. It is understood that the properties and or facilities currently being served by a public sanitary sewer system shall continue to be served by that sewer system, with all rights under said system.
2. Sanitary Sewer Service Zone-_____ (Defined on Attachment-A): The City shall have exclusive jurisdiction over the sanitary sewer system within Zone-_____ of the Transferred Area.

If, as determined by the Lansing City Engineer, the City is unable to serve any portion of Zone-_____, the City agrees to allow the owner of that portion to seek an alternative sanitary sewer service provider.

3. Sanitary Sewer Service Area-_____(Defined on Attachment-A): Requests for the extension of public sanitary sewer systems in Zone-_____ shall be submitted to both the City and Township to determine their respective abilities to serve.

The agency to which service is directed to will be based upon: system capacity, construction cost, annual operation and maintenance costs, and replacement costs.

- a. Disputes regarding sewer service jurisdiction shall be resolved by:
 - i. The recommendation of an independent engineering study commissioned by both Parties. The study shall include but is not limited to: system capacity, construction costs, annual operation and maintenance costs, and replacement costs.
4. All lands within the Transferred Area shall abide by the sanitary sewer ordinances, regulations, standards, and laws of the municipality providing sanitary sewer service.
5. Design of any public sanitary sewer system shall be in accordance with the requirements of the municipality which is to take ownership of said system, as well as the requirements of the State of Michigan.

The construction of a public sanitary sewer system may be accomplished through a "Letter of Intent", "Petition", or other public infrastructure funding mechanisms, allowed under municipal ordinances.

6. Private sanitary sewer connections to the public sanitary sewer systems shall be done in accordance with this agreement and the ordinances and laws of the municipality providing sanitary sewer service.
7. Approval and permitting of private plumbing systems in accordance with Section 2.2 (D)

C. Police and Fire Services.

In the Transferred Area, fire, emergency medical services, and police protection shall be provided by and under the jurisdiction of the City. 911 services shall be provided by Clinton County. Nothing in this Agreement shall be construed to modify or terminate the provisions of any fire or law enforcement mutual aid agreements or other agreements to which the City or Township is a party.

D. Administrative Code Enforcement.

Within the Transferred Area land state construction code (including issuance of building and other permits), electrical, mechanical, plumbing, housing and fire code, international property maintenance code, and rental code administration and enforcement shall be within the jurisdiction of the Township.

E. Storm Water Management.

For the purpose of storm water drainage and regulation the property shall remain as currently managed by Clinton County Drain Commissioner.

Section 2.3 Jurisdiction – Zoning and Land Use.

A. The zoning within the transferred area shall be under the jurisdiction of the City, but the City will maintain the most applicable zoning equivalent to that of the Township as of the effective date of the Agreement. In addition, the City and the Township shall:

1. Agree to discuss and review all changes in the configuration and use of the Transferred Area; and
2. Within six (6) months from the date of this Agreement, said the Parties shall develop a joint basic plan (also known as a comprehensive or master plan). Said plan shall take into consideration and, where possible, incorporate the Township's Comprehensive and South Central Area Plan and portions of the City Comprehensive Plan dealing with the Transferred Area, if any. Furthermore, this plan shall describe development objectives as well as explore funding resources for infrastructure (roads and utilities) necessary for development of vacant Airport property. The cost of comprehensive planning will be borne equally by the Township and City. The cost of such planning shall be equally divided between the Parties to this Agreement. The Parties also agree to review and update the Transferred Area Comprehensive Plan at least every five (5) years hereafter.

B. For purposes of preliminary and final site plan review relating to land uses within the Transferred Area, the Township shall be accorded agency status under the zoning and building codes of the City.

C. The City agrees to notify the Township of any new development or changes in operations that may affect residents living in the Township.

Section 2.4 Jurisdiction – Taxes and Assessments.

A. Real and Personal Property Taxing Jurisdiction.

For purposes of real and personal property assessment, taxation, and the granting of any tax exemptions except as provided in Section 2.6 the Transferred Area shall be considered to be within the City:

1. All real and personal property within the Transferred Area shall be taxed at millage rates levied by the City for City operations and any special voted millage.

B. City Income Tax Jurisdiction.

Effective January 1 in the first year after adoption of this Agreement, and for the remaining term of this Agreement and any extensions thereof, for purposes of City of Lansing income taxes, the 425 Area shall be within the corporate limits and jurisdiction of the City.

C. Special Assessments.

The Transferred Area shall be treated as being within the corporate limits and jurisdiction of the City for purposes of special assessments. In the event that a special assessment is levied in connection with sanitary sewer appurtenances for service to be provided by the Township, the City herewith consents that unpaid special assessments for that purpose shall constitute a lien on the property assessed in favor of the Township.

D. Drain Assessments.

The Transferred Property shall be considered as part of City for County or inter-county drain assessments or costs. All drain assessments will continue to be administered under the same procedures that are in place at the time of execution of the Agreement. The City agrees that any unpaid assessments levied by the Township for that purpose shall constitute a lien on the property assessed in favor of the Township.

Section 2.5 Jurisdiction – Rates, Connection Fees, and Electrical Service.

A. Utility and Other Services. All rates, charges and fees for solid waste disposal, recycling, electric services, chilled water and steam generation, and any other utility service

provided by the City shall be calculated, levied and collected by the City and BWL in accordance with the then-current rates and ordinances applicable to other property within the corporate limits of the City, and as may be adjusted by the City and BWL pursuant to rate-making authority.

B. Connection Fees. Where required by ordinance or resolution, connection fees and capital charges for water and sanitary sewer connections in the Transferred Area shall be at the rates normally charged by the municipality which is providing said service, and shall belong to that entity.

Section 2.6 Liens for Utility Service.

Liens for electric and water service made against real property in the Transferred Area shall be created and remain in full force and effect as if the Transferred Area were within the corporate limits of the City, and liens for sanitary sewage disposal shall be created and remain in full force and effect as if the Transferred Area were located within the territorial limits of the entity providing said service.

Section 2.7. Utility Rights of Way.

A. The Township grants the right, power and authority to the City and BWL, a municipal utility, its successors and assigns (collectively the "City") to construct, set, lay, operate, repair, maintain and use electric lines, consisting of poles, wires, cables, pipes, conduits, masts, towers, cross arms, guys, braces, feeders, transmission wires, transformers, and other electrical appliances, on, along, over, under, through and across the highways, streets, alleys, bridges, and other public places, for the sole purpose of providing electric utility service to the Transferred Area.

B. All utility infrastructure erected by the City within the Township shall be located so as not to cause unnecessary interference with the proper use of streets, alleys, and other public ways and places so as not to cause unnecessary interference with the rights or reasonable convenience of property owners who adjoin any streets, alleys or other public ways and places.

C. All City utility infrastructure to be erected under, at or on street crossings, highway crossings or railroad crossings including State, Turner and DeWitt Roads, shall be in full compliance as to construction as required by the laws of the State of Michigan and subject to the policies, procedures, rules and regulations of the Township and Clinton County.

D. The City shall at all times, to the extent allowed by law, keep and save the Township harmless and free from all costs, loss and damage to which the Township may be put by reason of the negligent construction and maintenance of City infrastructure, the erection and maintenance of which is hereby authorized. Provided, however, that this indemnification shall

not in any manner abrogate or diminish the defense of sovereign immunity or governmental immunity of the parties to others.

E. The Township shall at all times, to the extent allowed by law, keep and save the City harmless and free from all costs, loss and damage to which the City may be put by reason of the negligent construction and maintenance of Township infrastructure, the erection and maintenance of which is hereby authorized. Provided, however, that this indemnification shall not in any manner abrogate or diminish the defense of sovereign immunity or governmental immunity of the parties to others.

Section 2.8 Voting.

Any qualified electors residing within the Transferred Area shall for voting purposes be considered to be qualified electors of the City entitled to vote in all City, State and Federal matters.

ARTICLE III

TAXES AND OTHER REVENUE

Section 3.1 Revenue Sharing and Taxing Collection.

During each year commencing with the year following the year in which this Agreement is adopted, and each year thereafter for the remaining term of this Agreement, the City shall remit from taxes collected to the Township:

A. For operating and special voted millage, fifty percent (50%) of all ad valorem property tax revenue collected on the taxable value of all real and taxable personal property within the Transferred Area, including all interest and penalties. The City shall retain one hundred percent (100%) of any debt millage.

B. Fifty percent (50%) of the City's industrial facilities tax revenue collected on all property within the Transferred Area, if any.

C. Fifty percent (50%) of all income tax revenue received by the City from within the Transferred Area.

D. Fifty percent (50%) of all other revenues or fees levied by the City excepting: fees and charges for utilities as provided in Section 2.5, fire and ambulance fees, and City infrastructure improvements as provided in Section 2.7.

E. Tax and collection administration fees shall be retained by the City of Lansing.

F. In the event there is a reduction of tax liability paid in previous years which is the result of an appeal to either the Michigan Tax Tribunal, the Michigan State Tax Commission, or any other body, the Township and City shall remit any sums paid to each under Section 3.1.A as adjudicated.

G. The Township shall remain responsible for all pending Michigan Tax Tribunal appeals at the time of this Agreement.

H. The Parties acknowledge and agree that City may grant tax incentives and/or the use of tax increment revenue to reimburse eligible brownfield costs for the benefit of the Company per a brownfield plan amended to include the Transferred Area pursuant to 1996 P.A. 381 (Brownfield) and/or 1974 P.A. 198 resulting in reduced tax revenue from Company to the Parties.

Section 3.2 Changes in Tax Structure.

A. Should any real or personal property taxes be reduced, limited or eliminated by the legislature with respect to any real or personal property or class of property subject to the tax sharing formula provided in this section, then any substitute tax, source of revenue, fee or payment in lieu of taxes which the legislature may provide or authorize the City to collect in lieu of said taxes shall likewise be allocated and remitted to the Township in an amount of 50% of collected revenues.

B. Except for reductions due to the application of 1996 P.A. 381 (Brownfield) and/or 1974 P.A. 198, during the term of the Agreement if any tax incentive and/or abatement results in a net reduction in existing revenue to the Township, the Township Board must agree in writing with the reduction in tax revenue or be made whole by the City of Lansing.

Section 3.3 Funds Related to Public Roads and Rights-of-Way.

The City shall be entitled to apply for, receive and retain all funds related to public roads and rights-of-way under its jurisdiction in the Transferred Area, except DeWitt, State, and Turner Road. These roads shall remain under the jurisdiction of the Clinton County Road Commission.

Section 3.4 Remittance of Taxes and Other Revenue.

The City shall remit to the Township, within sixty (60) days of the City's receipt of any taxes, substitute taxes, fees and other revenue (collectively, the "Tax and Other Revenue"), the Township's share of the Tax and Other Revenue.

Section 3.5 Audit Rights.

When remitting the Tax and Other Revenue to the Township, the City shall provide to the Township a detailed summary accounting of the Tax and Other Revenue. The Township shall be entitled, upon reasonable notice to the City, to inspect, examine and make copies of the City's books, documents and records of the Taxes and Other Revenue. The inspection shall occur at the City's offices. Any inspection, examination, or copying of the City's books, documents and records shall occur within three (3) years of the Township's receipt of the Taxes and Other Revenues.

ARTICLE IV

TERM, TERMINATION AND POST-TERMINATION JURISDICTION

4.1 Term of Agreement.

A. Initial Term. The initial term of this Agreement shall commence on the date set forth in Section 6.11 below, and shall terminate on December 31 of the fiftieth (50th) full calendar year following the effective date, unless renewed as provided herein.

B. Renewal. Pursuant to Section 2(2) of Act 425, MCL 124.22(2), the legislative bodies of the Township and City herewith agree to the renewal of this Agreement upon the same terms for an additional fifty (50) years (provided that the Agreement does not otherwise terminate prior to the expiration of its initial term) pursuant to Section 4.2, Subsections B through H below.

4.2 Termination, Rescission and Reversion of Property to the Township.

This Agreement may be terminated by either Party upon sixty (60) days written notice to the other Party:

- A. By expiration of the term of this Agreement;
- B. By mutual written agreement of the Parties;
- C. By a referendum of the residents of the Township or the City initiated not more than forty-five (45) days after the approval of the Agreement by the governing body of the respective local governing unit;
- D. By operation of law in the event a court of competent jurisdiction shall order the termination of this Agreement;

E. Material Breach of this Agreement by the City or Township. In the event such a breach occurs, the non-breaching Party shall inform the breaching Party in specific detail of the breach in writing and the steps that need to be taken to cure the breach. The breaching Party shall have one hundred eighty (180) days in which to cure the breach (the "Cure Period"). In the event the breach is not cured before expiration of the Cure Period, the non-breaching Party may seek an order terminating the Agreement from a court of competent jurisdiction.

F. Failure of the Parties to execute a Tri-Party Development Agreement with Company within one hundred eighty (180) days from the effective date of this Agreement.

4.3 Effect of Expiration, Termination or Non-renewal.

A. Jurisdiction. In the event of the termination of this Agreement upon expiration of its initial term without renewal thereof by the Township, the Transferred Area shall automatically, unconditionally and for all purposes be within the sole, complete and permanent jurisdiction of the City or its successor. Upon the termination of this Agreement upon the expiration of its renewal period, the Transferred Area will automatically, unconditionally and for all purposes be within the sole, complete and permanent jurisdiction of the City or its successor. Upon the occurrence of subsections B through E of subsection 4.2 above, the Transferred Area will become automatically, unconditionally and for all purposes returned to the sole, complete and permanent jurisdiction of the Township or its successor.

B. Rights After Expiration, Termination or Non-Renewal, Electrical or Other Utility Service. Regardless of the method of expiration, termination or non-renewal under this Agreement, nothing herein shall be construed as transferring ownership of the BWL electric system or any other City-owned utilities from ownership of the City or, in the event the Township is providing sanitary sewer service within the Transferred Area, nothing herein shall be construed as transferring ownership of the Township-owned sanitary sewer system from the ownership of the Township.

C. Continuation of Utilities After Expiration, Termination or Non-Renewal. After termination, expiration or non-renewal of this Agreement, Lansing may continue to provide electric services to property owners within the Township as may be permitted by law, at the rates as established by its BWL. As to other utility services, the entity providing utility service to the property within the Transferred Area, as may be permitted by law, may continue to provide such service at customer rates and fees charged to others within the party providing the service.

D. Special Assessment Collection and Payment. In the event the Transferred Property reverts to the Township upon termination, the Township shall remain obligated to collect any outstanding City special assessments and remit all proceeds to the City.

Section 4.4 Prohibition of Annexation.

While this Agreement is in effect, no other method of annexation or transfer shall take place as to any portion of the Transferred Area and the City shall take action to prevent and actively oppose annexation, transfer or detachment of any property located in the Township.

ARTICLE V

ENFORCEMENT

Section 5.1 Enforcement, Extension of Dates.

In the event of a dispute between the Parties arising under this Agreement, this Agreement may be enforced by either Party in an action commenced in the Circuit Court for the County of Clinton. The parties reserve the right to extend any date or deadline included in this Agreement, except the termination date. This right of extension shall also be available to the Parties if the Agreement, or any part thereof, is enjoined or stayed by a court of competent jurisdiction.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Amendment.

This Agreement may not be amended without the prior written approval of both the Township Board and the City Council. No third party shall have any vested rights by virtue of this Agreement.

Section 6.2 Notices.

Any notice, demand or communication required, permitted or desired to be given under this Agreement shall be deemed effectively given when personally delivered or mailed by first class or certified mail addressed as follows:

If to the Township:

DeWitt Charter Township Clerk
1401 W. Herbison Road
DeWitt, Michigan 48820

DeWitt Charter Township Manager

April 6, 2021

Draft 8

1401 W. Herbison Road
DeWitt, Michigan 48820

DeWitt Charter Township Supervisor
1401 W. Herbison Road
DeWitt, Michigan 48820

If to the City:

City of Lansing Clerk
124 W. Michigan Avenue
Lansing, Michigan 48933

City of Lansing Attorney
124 W. Michigan Avenue
Lansing, Michigan 48933

The Parties may, by written notice, designate any further or different address to which subsequent notices, demands or communications may be given.

Section 6.3 Governing Law.

This Agreement has been executed and delivered and it shall be interpreted, construed and enforced pursuant to and in accordance with the laws of the State of Michigan. All duties and obligations of the Parties created under this Agreement shall be considered as being performed in Clinton County, Michigan. The Parties agree that this Agreement was mutually drafted and cannot be construed against either the City or the Township upon the basis that one was the scrivener of this Agreement.

Section 6.4 Binding Effect.

This Agreement shall be binding upon the Parties hereto, their successors and assigns. This Agreement is executed by the City for and on its own behalf and on behalf of its BWL and shall be binding upon BWL and its officers and employees.

Section 6.5 Assignment.

No assignment of this Agreement or any of the rights and obligations thereunder shall be valid without the specific written consent of both Parties hereto.

Section 6.6 Severability.

In the event any provision of this Agreement is held to be unenforceable or any portion of the Transferred Area is held to be invalidly transferred for any reason, the unenforceability or

invalidity thereof shall not affect the remainder of this Agreement which shall remain in full force and effect and enforceable in accordance with its terms; except, in the event this Agreement is held to be void in its entirety, the Transferred Area shall return to the Township's complete jurisdiction, except for the City's jurisdiction over the electric systems within the area. If, because of the invalidity of any part of this Agreement or Agreements referenced herein, either Party determines that the material purpose and intent of the Agreement has failed, the parties shall renegotiate in good faith to amend the Agreement to make it valid and satisfactory to both parties.

Section 6.7 Articles and Other Headings.

The articles and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 6.8 Counterparts.

This Agreement may be executed in any number of counterparts and each such counterpart shall be considered a valid original.

Section 6.9 Entire Agreement.

This Agreement supersedes all previous and contemporaneous contracts and constitutes the entire agreement between the Parties. Neither Party shall be entitled to benefits other than those specified in this Agreement. No oral statements or prior or contemporaneous written material not specifically incorporated or reference herein shall be of any force and effect, and both Parties specifically acknowledge in entering into and executing this Agreement they rely solely upon the representations and agreements contained in this Agreement, and in the other contracts specified herein.

Section 6.10 Allocation of Cost of Litigation.

In the event a lawsuit or action is filed challenging this Agreement, the City and Township shall each bear its own costs of such suit or proceedings, including attorney fees. If, after conclusion of the lower court proceedings, one of the Parties desires to further proceed on appeal, and the other Party declines, the party desiring to proceed shall bear all remaining costs. Settlement of any dispute filed concerning this Agreement shall be approved by both the Lansing City Council and the DeWitt Charter Township Board.

Section 6.11 Filing and Effective Date.

In accordance with Act 425, following the execution of this Agreement by the Township and the City, duplicate originals of the Agreement shall be filed with the Clerk of Ingham

April 6, 2021

Draft 8

County and with the Michigan Secretary of State. This Agreement, certified by the County Clerk or Secretary of State, shall be *prima facie* evidence of the conditional transfer of the Transferred Area. This Agreement shall be effective on the date it is filed with the Ingham County Clerk and Secretary of State.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date above first written by authority of the respective City Council and Township Board.

**DeWITT CHARTER TOWNSHIP, a
Michigan charter township**

**CITY OF LANSING, a Michigan municipal
corporation**

By: _____
_____, Supervisor

By: _____

And: _____
_____, Clerk

And: _____

APPROVED AS TO FORM:

DeWITT CHARTER TOWNSHIP ATTORNEY:

By: _____

AND:

LANSING CITY ATTORNEY:

By: _____

EXHIBIT A

LEGAL DESCRIPTION OF TRANSFERRED AREA

COMBINED PARCEL DESCRIPTION:

A PARCEL OF LAND IN THE SOUTHEAST 1/4 OF SECTION 32, T.5 N.-R.2 W., TOWNSHIP OF DEWITT, CLINTON COUNTY, MICHIGAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH 1/4 CORNER OF SAID SECTION 32; THENCE N.02°03'32"E., ON THE NORTH & SOUTH 1/4 LINE OF SAID SECTION, 1062.07 FEET TO THE SOUTH LINE AS DESCRIBED IN A 'COVENANT DEED' RECORDED AS DOCUMENT #5135201 OF CLINTON COUNTY RECORDS; THENCE ON SAID SOUTH LINE THE FOLLOWING FOUR (4) COURSES: (1) 198.27 FEET ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 595.55 FEET, AND A LONG CHORD WHICH BEARS N.68°18'12"E., 197.35 FEET TO A POINT OF TANGENCY; (2) THENCE N.58°46'04"E., 33.49 FEET TO A POINT OF CURVATURE; (3) THENCE 272.62 FEET ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 495.55 FEET, AND A LONG CHORD WHICH BEARS N.74°31'41"E., 269.20 FEET TO A POINT OF TANGENCY; (4) THENCE S.89°42'42"E, ON A LINE PARALLEL WITH AND 99.50 FEET SOUTH OF THE EAST & WEST 1/8 LINE OF SAID SECTION, 572.09 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF DEWITT ROAD (BEING 66' WIDE AND ABANDONED BY RESOLUTION RECORDED AS DOCUMENT #5138451 OF CLINTON COUNTY RECORDS); THENCE ON SAID WESTERLY RIGHT-OF-WAY LINE OF ABANDONED DEWITT ROAD THE FOLLOWING THREE (3) COURSES: (1) S.27°13'28"E., 335.08 FEET TO A POINT OF CURVATURE; (2) THENCE 340.76 FEET ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 734.32 FEET, AND A LONG CHORD WHICH BEARS S.13°55'49"E., 337.71 FEET TO A POINT OF TANGENCY; (3) THENCE S.00°38'10"E, 44.89 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF DEWITT ROAD; THENCE CONTINUING S.00°38'10"E., ON SAID WESTERLY RIGHT-OF-WAY LINE, 534.20 FEET; THENCE N.89°43'51"W., PARALLEL WITH THE SOUTH LINE OF SAID SECTION, 646.75 FEET; THENCE S.00°09'58"W., 22.57 FEET TO SAID SOUTH SECTION LINE; THENCE N.89°43'51"W., ON SAID SOUTH SECTION LINE, 632.45 FEET TO THE NORTH 1/4 CORNER OF SECTION 5, T.4 N.-R.2 W.; THENCE CONTINUING N.89°43'51"W., ON SAID SOUTH SECTION LINE, 6.40 FEET TO THE POINT OF BEGINNING; CONTAINING 33.67 ACRES OF LAND AND SUBJECT TO ANY EASEMENTS OF RECORD.

EXHIBIT B

DEPICTION OF TRANSFERRED AREA
EXHIBIT B



**FIRST AMENDMENT TO
AGREEMENT FOR CONDITIONAL TRANSFER OF PROPERTY
PURSUANT TO 1984 PA. 425
CAPITAL REGION INTERNATIONAL AIRPORT – AREA #1**

This First Amendment to Agreement for Conditional Transfer of Property (this “Amendment”) is made this _____ day of _____, 2021 (the “Effective Date”), between the **CHARTER TOWNSHIP OF DeWITT** (the “Township”), a Michigan charter township organized and operating under the Charter Township Act, MCL 42.1, et seq., as amended, and the **CITY OF LANSING** (the “City”), a Michigan municipal corporation (individually, a “Party” and collectively, the “Parties”).

WHEREAS, the Parties entered into an agreement, dated November 28, 2011, for the conditional transfer of property located at the Capital Region International Airport – Area #1 (the “425 Agreement”); and

WHEREAS, the 425 Agreement provided for an initial term ending on December 31 of the fiftieth (50th) full calendar year after the 425 Agreement was filed in accordance with law; and

WHEREAS, the Parties desire to extend the initial term for the period described below in this Amendment; and

WHEREAS, except as amended by this Amendment, the remaining terms and conditions contained in the 425 Agreement shall remain in full force and effect.

NOW, THEREFORE, it is agreed as follows:

1. Term. Paragraph 4.1 of the 425 Agreement is hereby amended to extend the initial term until December 31 of the fiftieth (50th) full calendar year following the Effective Date first written and defined above.

2. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which such counterparts shall be together construed as one in the same Amendment. Facsimile and electronic signatures shall be binding.

3. Miscellaneous. The following miscellaneous provisions are agreed to by the Parties:

A. Except as specifically modified above by this Amendment, the 425 Agreement remains unmodified and unchanged by the Parties. The 425 Agreement shall continue in full force and effect and is hereby ratified and affirmed by this Amendment.

- B. This Amendment shall be construed, interpreted and enforced under the laws of the State of Michigan.
- C. This Amendment shall be binding upon and shall inure to the benefit of the Parties, their successors and assigns
- D. All terms that are not defined by this Amendment shall have the same meaning as those terms described in the 425 Agreement.
- E. In the event of any conflict between the terms of this Amendment and the terms of the 425 Agreement, the terms of this Amendment shall govern and control.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date above first written by authority of the respective City Council and Township Board.

**DeWITT CHARTER TOWNSHIP, a
Michigan charter township**

**CITY OF LANSING, a Michigan municipal
corporation**

By: _____
_____, **Supervisor**

By: _____

And: _____
_____, **Clerk**

And: _____

APPROVED AS TO FORM:

DeWITT CHARTER TOWNSHIP ATTORNEY:

By: _____

AND:

LANSING CITY ATTORNEY:

By: _____

**FIRST AMENDMENT TO
AGREEMENT FOR CONDITIONAL TRANSFER OF PROPERTY
PURSUANT TO 1984 PA. 425
CAPITAL REGION INTERNATIONAL AIRPORT – AREA #2**

This First Amendment to Agreement for Conditional Transfer of Property (this “Amendment”) is made this _____ day of _____, 2021 (the “Effective Date”), between the **CHARTER TOWNSHIP OF DeWITT** (the “Township”), a Michigan charter township organized and operating under the Charter Township Act, MCL 42.1, et seq., as amended, and the **CITY OF LANSING** (the “City”), a Michigan municipal corporation (individually, a “Party” and collectively, the “Parties”).

WHEREAS, the Parties entered into an agreement, dated November 28, 2011, for the conditional transfer of property located at the Capital Region International Airport – Area #2 (the “425 Agreement”); and

WHEREAS, the 425 Agreement provided for an initial term ending on December 31 of the fiftieth (50th) full calendar year after the 425 Agreement was filed in accordance with law; and

WHEREAS, the Parties desire to extend the initial term for the period described below in this Amendment; and

WHEREAS, except as amended by this Amendment, the remaining terms and conditions contained in the 425 Agreement shall remain in full force and effect.

NOW, THEREFORE, it is agreed as follows:

1. Term. Paragraph 4.1 of the 425 Agreement is hereby amended to extend the initial term until December 31 of the fiftieth (50th) full calendar year following the Effective Date first written and defined above.

2. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which such counterparts shall be together construed as one in the same Amendment. Facsimile and electronic signatures shall be binding.

3. Miscellaneous. The following miscellaneous provisions are agreed to by the Parties:

A. Except as specifically modified above by this Amendment, the 425 Agreement remains unmodified and unchanged by the Parties. The 425 Agreement shall continue in full force and effect and is hereby ratified and affirmed by this Amendment.

- B. This Amendment shall be construed, interpreted and enforced under the laws of the State of Michigan.
- C. This Amendment shall be binding upon and shall inure to the benefit of the Parties, their successors and assigns
- D. All terms that are not defined by this Amendment shall have the same meaning as those terms described in the 425 Agreement.
- E. In the event of any conflict between the terms of this Amendment and the terms of the 425 Agreement, the terms of this Amendment shall govern and control.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date above first written by authority of the respective City Council and Township Board.

**DeWITT CHARTER TOWNSHIP, a
Michigan charter township**

**CITY OF LANSING, a Michigan municipal
corporation**

By: _____
_____, **Supervisor**

By: _____

And: _____
_____, **Clerk**

And: _____

APPROVED AS TO FORM:

DeWITT CHARTER TOWNSHIP ATTORNEY:

By: _____

AND:

LANSING CITY ATTORNEY:

By: _____

RESOLUTION # _____
BY THE COMMITTEE OF THE WHOLE
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the City of Lansing (City) and the Charter Township of DeWitt (Township) are considering entry into an agreement for the conditional transfer of property pursuant to 1984 PA 425 (Act 425 Agreement) from the Township to the City; and

WHEREAS, the Act 425 Agreement is being considered the purpose of the transferred area development by Emergent BioSolutions for a new expansion complex project; and

BE IT RESOLVED that a public hearing be held on _____ and notice provided as required by Public Act 425 of 1984.

Approved for placement on the City Council agenda:

James D. Smiertka, City Attorney

Dated: _____

RESOLUTION # _____

BY THE COMMITTEE _____

RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the City of Lansing (City) and the Charter Township of DeWitt (Township) are “local units” as defined by Public Act 425 of 1984, as amended, (Act 425), (MCL 124.21 et seq); and

WHEREAS, Act 425 enables two local units of government to conditionally transfer property by written agreement for the purpose of economic development projects; and

WHEREAS, the City and Township propose that certain property be conditionally transferred from the Township to the City pursuant to Act 425; and

WHEREAS, a proposed Agreement provides, among other things, for the conditional transfer of property in the Township to the City, the providing of governmental utilities and services, zoning, taxation, revenue sharing, charging for services and ordinance application and enforcement, and mutually benefits the City and Township; and

WHEREAS, a proposed draft of the Agreement was placed on file with the City Clerk on _____, 2021 and

WHEREAS, the City held a public hearing on _____, 20__ at the regularly scheduled Council meeting regarding the proposed Agreement, preceded by notice in accordance with the requirements of Michigan’s Open Meetings Act; and

WHEREAS, the proposed Agreement has been presented to Council for review and approval;

NOW, THEREFORE, BE IT RESOLVED the City finds that the conditional transfer of property from the Township to the City pursuant to the Agreement on file with the City Clerk will provide for the division of municipal powers, functions and responsibilities to allow for the joint administration of the transferred area and will assist economic development and be beneficial to the residents of the City and the Township, and will work to prevent conditions of unemployment.

BE IT FURTHER RESOLVED, pursuant to and in compliance with Act 425, the Mayor is hereby authorized to execute the Agreement for Conditional Transfer of Property Pursuant to 1984 PA 425, subject to the City Attorney’s prior approval and correction of non-material technical modifications, as necessary, for the property more particularly described as:

COMBINED PARCEL DESCRIPTION:

A PARCEL OF LAND IN THE SOUTHEAST 1/4 OF SECTION 32, T.5 N.-R.2 W., TOWNSHIP OF DEWITT, CLINTON COUNTY, MICHIGAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH 1/4 CORNER OF SAID SECTION 32; THENCE N.02°03'32"E., ON THE NORTH & SOUTH 1/4 LINE OF SAID SECTION, 1062.07 FEET TO THE SOUTH LINE AS DESCRIBED IN A 'COVENANT DEED' RECORDED AS DOCUMENT #5135201 OF CLINTON COUNTY RECORDS; THENCE ON SAID SOUTH LINE THE FOLLOWING FOUR (4) COURSES: (1) 198.27 FEET ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 595.55 FEET, AND A LONG CHORD WHICH BEARS N.68°18'12"E., 197.35 FEET TO A POINT OF TANGENCY; (2) THENCE N.58°46'04"E., 33.49 FEET TO A POINT OF CURVATURE; (3) THENCE 272.62 FEET ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 495.55 FEET, AND A LONG CHORD WHICH BEARS N.74°31'41"E., 269.20 FEET TO A POINT OF TANGENCY; (4) THENCE S.89°42'42"E, ON A LINE PARALLEL WITH AND 99.50 FEET SOUTH OF THE EAST & WEST 1/8 LINE OF SAID SECTION, 572.09 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF DEWITT ROAD (BEING 66' WIDE AND ABANDONED BY RESOLUTION RECORDED AS DOCUMENT #5138451 OF CLINTON COUNTY RECORDS); THENCE ON SAID WESTERLY RIGHT-OF-WAY LINE OF ABANDONED DEWITT ROAD THE FOLLOWING THREE (3) COURSES: (1) S.27°13'28"E., 335.08 FEET TO A POINT OF CURVATURE; (2) THENCE 340.76 FEET ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 734.32 FEET, AND A LONG CHORD WHICH BEARS S.13°55'49"E., 337.71 FEET TO A POINT OF TANGENCY; (3) THENCE S.00°38'10"E, 44.89 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF DEWITT ROAD; THENCE CONTINUING S.00°38'10"E., ON SAID WESTERLY RIGHT-OF-WAY LINE, 534.20 FEET; THENCE N.89°43'51"W., PARALLEL WITH THE SOUTH LINE OF SAID SECTION, 646.75 FEET; THENCE S.00°09'58"W., 22.57 FEET TO SAID SOUTH SECTION LINE; THENCE N.89°43'51"W., ON SAID SOUTH SECTION LINE, 632.45 FEET TO THE NORTH 1/4 CORNER OF SECTION 5, T.4 N.-R.2 W.; THENCE CONTINUING N.89°43'51"W., ON SAID SOUTH SECTION LINE, 6.40 FEET TO THE POINT OF BEGINNING; CONTAINING 33.67 ACRES OF LAND AND SUBJECT TO ANY EASEMENTS OF RECORD.

BE IT FINALLY RESOLVED after the Agreement is executed, the City Clerk will file a duplicate original of the Agreement with the County Clerk of the County of Ingham and with the Secretary of State of the State of Michigan in the office of the Great Seal.

Approved for placement on the City Council agenda:

James D. Smiertka, City Attorney

Dated: _____

RESOLUTION # _____
BY THE COMMITTEE _____
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the City of Lansing (City) and the Charter Township of DeWitt (Township) are "local units" as defined by Public Act 425 of 1984, as amended (Act 425), (MCL 124.21 et seq.); and

WHEREAS, Act 425 enables two local units of government to conditionally transfer property by written agreement for the purpose of economic development projects; and

WHEREAS, on November 28, 2011, the City and Township conditionally transferred two parcels of property from the Township to the City pursuant to Act 425 described as Capitol Regional International Airport – Area #1 and Area #2; and

WHEREAS, proposed First Amendments to the two Agreements for Conditional Transfer of Property Pursuant to 1984 P.A. 425 (Renewal Agreements) providing for the continuation of the original PA 425 agreements has been negotiated and prepared; and

WHEREAS, the proposed Renewal Agreements were placed on file with the City Clerk on _____; and

WHEREAS, the proposed Renewal Agreements have been presented to Council for review and approval;

NOW, THEREFORE, BE IT RESOLVED that the City finds that the continuation of the conditional transferred property from the Township to the City pursuant to the Renewal Agreements on file with the City Clerk will continue to support economic development and be beneficial to the residents of the City and the Township.

BE IT FURTHER RESOLVED that the Lansing City Council hereby approves the City entering into the Renewal Agreements as on file in the office of the City Clerk.

BE IT FURTHER RESOLVED that pursuant to and in compliance with Act 425, the Mayor is hereby authorized to execute the Renewal Agreements that will continue the Conditional Transfer of Property Pursuant to 1984 PA 425, subject to the City Attorney's prior approval and correction of minor technical revisions, if any, for the property particularly described in Exhibit A, Area #1 and Exhibit A, Area #2, attached hereto and part hereof.

BE IT FINALLY RESOLVED that after the Renewal Agreements are executed, the City Clerk will file a duplicate original of the Renewal Agreements with the appropriate County Clerk and with the Secretary of the State of Michigan in the office of the Great Seal.

EXHIBIT A

LEGAL DESCRIPTION OF TRANSFERRED AREA #1

A PARCEL OF LAND IN THE SOUTH 1/2 OF SECTION 31, T5N, R2W, DEWITT TOWNSHIP, CLINTON COUNTY, MICHIGAN, THE BOUNDARY OF SAID PARCEL DESCRIBED AS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 31, THENCE N 00°26'32" E ALONG THE WEST LINE OF SAID SECTION 31 A DISTANCE OF 2639.30 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 31; THENCE S89°38'51"E ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 31 A DISTANCE OF 5540.30 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 31; THENCE S00°00'23"E ALONG THE EAST LINE OF SAID SECTION 31 A DISTANCE OF 1541.09 FEET TO THE CENTERLINE OF PORT LANSING ROAD; THENCE ALONG SAID CENTERLINE THE FOLLOWING 2 COURSES: N89°07'30"W 230.82 FEET AND SOUTHWESTERLY 390.69 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 433.10 FEET, A DELTA ANGLE OF 51°41'05" AND A CHORD LENGTH OF 377.57 FEET BEARING S65°01'58"W; THENCE S45°39'10"W CONTINUING ALONG SAID CENTERLINE AND IT'S EXTENSION 1338.51 FEET TO THE SOUTH LINE OF SAID SECTION 31; THENCE N89°49'05"W ALONG SAID SOUTH LINE 1108.63 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 31; THENCE N89°31'52"W CONTINUING ALONG SAID SOUTH LINE 2921.94 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINING 312.24 ACRES MORE OR LESS, SAID PARCEL SUBJECT TO RIGHT OF WAY FOR ROAD PURPOSES ALONG PORT LANSING ROAD; SAID PARCEL SUBJECT TO ALL OTHER EASEMENTS AND RESTRICTIONS IF ANY.

EXHIBIT A

LEGAL DESCRIPTION OF TRANSFERRED AREA #2

A PARCEL OF LAND LOCATED IN SECTIONS 29, 30, 31, 32 & 33, T5N, R2W, DEWITT TOWNSHIP, CLINTON COUNTY, MICHIGAN, THE BOUNDARY OF SAID PARCEL DESCRIBED AS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 30; THENCE N00°07'15"W, 1319.79 FEET ALONG THE W LINE OF SECTION 30 & CENTERLINE OF AIRPORT ROAD TO THE S 1/8 LINE OF SECTION 30; THENCE ALONG THE 1/8 LINE N89°56'50"E, 1579.64 FEET; THENCE N00°19'04"W, 1306.78 FEET TO THE E & W 1/4 LINE OF SECTION 30; THENCE ALONG SAID 1/4 LINE N89°48'23"W, 257.69 FEET; THENCE N00°38'18"E, 664.21 FEET; THENCE N89°40'31"W, 1029.51 FEET; THENCE S00°24'42"W, 119.90 FEET; THENCE N89°39'41"W, 290.39 FEET TO THE CENTERLINE OF AIRPORT ROAD; THENCE ALONG SAID CENTERLINE N00°25'50"E, 328.30 FEET; THENCE S89°31'07"E, 281.48 FEET; THENCE N00°14'07"E, 150.00 FEET; THENCE S89°31'07"E, 182.00 FEET; THENCE N00°14'07"E, 204.74 FEET TO THE S LINE OF WINDY RIDGE NO. 3; THENCE ALONG THE S LINE OF WINDY RIDGE NO. 3 & DUXBURY ESTATES S89°31'07"E, 2424.39 FEET TO THE N & S 1/4 LINE OF SAID SECTION 30; THENCE ALONG SAID 1/4 LINE S00°15'22"E, 1215.94 FEET TO THE E & W 1/4 LINE OF SAID SECTION 30; THENCE S89°44'12"E, 2642.93 FEET TO THE 1/4 CORNER COMMON TO SECTIONS 29 & 30; THENCE ALONG THE E & W 1/4 LINE OF SECTION 29; S89°45'09"E, 2642.80 FEET TO THE CENTER POST OF SECTION 29; THENCE CONTINUING ON SAID 1/4 LINE S89°30'18"E, 821.42 FEET TO THE CENTERLINE OF DEWITT ROAD; THENCE S00°56'40"W, 1636.06 FEET ALONG SAID CENTERLINE; THENCE S01°13'46"W, 1005.21 FEET ALONG SAID CENTERLINE; THENCE S01°42'05"W, 605.75 FEET; THENCE S89°40'18"E, 570.52 FEET; THENCE N00°07'54"E, 602.34 FEET TO THE N LINE OF SAID SECTION 32; THENCE ALONG THE N LINE OF SECTION 32 S89°45'40"E, 1321.89 FEET TO THE NE CORNER OF SECTION 32; THENCE S00°23'31"W, 1320.05 FEET ALONG THE E LINE OF SECTION 32 TO THE N 1/8 LINE OF SAID SECTION 33; THENCE ALONG SAID 1/8 LINE S89°28'46"E, 1927.64 FEET TO THE CENTERLINE OF TURNER ROAD; THENCE ALONG THE CENTERLINE OF TURNER ROAD ALONG A 85,665.10 FOOT RADIUS CURVE TO THE RIGHT (DELTA= 01°10'32", CHORD= S06°36'43"E, 1757.58 FEET) FOR 1757.61 FEET; THENCE CONTINUING ALONG THE CENTERLINE OF TURNER ROAD ALONG A 1978.54 FOOT RADIUS CURVE TO THE RIGHT (DELTA= 04°46'40", CHORD= S04°13'24"E, 164.94 FEET) FOR 164.98 FEET; THENCE N89°24'28"W, 824.98 FEET TO THE W LINE OF NORTHDALF FARMS SUBDIVISION; THENCE S00°09'45"W, 27.04 FEET TO THE NE CORNER OF LOT 8 OF NORTHDALF FARMS SUBDIVISION; THENCE ALONG THE N LINE OF SAID LOT 8 S89°53'35"W, 365.82 FEET TO THE NE CORNER OF LOT 83 OF NORTHDALF FARMS SUBDIVISION; THENCE ALONG THE N LINE OF SAID LOT 83 TO THE NE CORNER OF LOT 70 OF NORTHDALF FARMS SUBDIVISION N89°29'01"W, 294.96 FEET; THENCE ALONG THE N LINE OF SAID LOT 70 TO THE NW CORNER OF SAID LOT 70 N89°48'30"W, 296.66 FEET; THENCE N89°18'57"W, 66.17 FEET TO THE NE CORNER OF LOT 55 OF NORTHDALF FARMS SUBDIVISION; THENCE ALONG THE N LINE OF SAID LOT 55, N89°55'41"W, 293.98 FEET TO THE NW CORNER OF SAID LOT 55 & THE W LINE OF SAID SECTION 33; THENCE S00°01'10"W, 701.96 FEET ALONG SAID W LINE TO THE S

1/8 LINE OF SECTION 32; THENCE ALONG SAID 1/8 LINE N89°41'58"W, 543.66 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE PROPOSED DEWITT ROAD RELOCATION; THENCE ALONG SAID RIGHT-OF-WAY LINE, S44°08'01"W, 817.95 FEET; THENCE S00°02'36"W, 69.85 FEET; THENCE S89°41'22"E, 460.38 FEET; THENCE S00°12'25"E, 330.00 FEET; THENCE N89°41'22"W, 330.00 FEET; THENCE S00°09'34"E, 164.41 FEET; THENCE N89°41'22"W, 237.42 FEET; THENCE S00°05'43"E, 132.00 FEET; THENCE N89°43'50"W, 56.42 FEET; THENCE S00°43'01"W, 32.79 FEET; THENCE N89°44'01"W, 50.60 FEET; THENCE N00°05'43"W, 557.36 FEET; THENCE S88°23'41"W, 17.06 FEET; THENCE ALONG A 560.00 FOOT RADIUS CURVE TO THE RIGHT (DELTA = 04°50'44", CHORD = N20°20'37"E, 47.34 FEET) FOR 47.36 FEET; THENCE ALONG A 770.82 FOOT RADIUS CURVE TO THE LEFT (DELTA = 26°07'16", CHORD = N14°10'07"W, 348.38 FEET) FOR 351.42 FEET; THENCE N27°14'45"W, 316.50 FEET; THENCE N89°42'19"W, 609.67 FEET; THENCE ALONG A 495.55 FOOT RADIUS CURVE TO THE LEFT (DELTA = 31°31'14", CHORD= S 74°32'04" W, 269.20 FEET) FOR 272.62 FEET; THENCE S58°46'27"W, 33.52 FEET; THENCE ALONG A 595.55 FOOT RADIUS CURVE TO THE RIGHT (DELTA= 19°03'24", CHORD= S68°18'09"W, 197.17 FEET) FOR 198.08 FEET TO THE N & S 1/4 LINE OF SAID SECTION 32; THENCE ALONG SAID 1/4 LINE S00°03'39"W, 1061.59 FEET TO THE S LINE OF SAID SECTION 32; THENCE ALONG THE S LINE SECTION 32, N89°21'25" W, 2640.34 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE N89°49'05"W ALONG THE SOUTH LINE OF SAID SECTION 31 A DISTANCE OF 1530.40 FEET TO THE CENTERLINE OF PORT LANSING ROAD AS EXTENDED; THENCE N45°39'10"E ALONG SAID CENTERLINE AND ITS EXTENSION 1338.51 FEET; THENCE NORTHEASTERLY 390.69 FEET CONTINUING ALONG SAID CENTERLINE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 433.10 FEET, A DELTA ANGLE OF 51°41'05" AND A CHORD LENGTH OF 377.57 FEET BEARING N65°01'58"E; THENCE S89°07'30"E CONTINUING ALONG SAID CENTERLINE 230.82 FEET TO THE EAST LINE OF SAID SECTION 31; THENCE N00°00'23"W ALONG SAID EAST LINE 1541.09 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 31; THENCE N89°38'51"W ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 31 A DISTANCE OF 5540.30 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 31; THENCE N00°26'32"E ALONG THE WEST LINE OF SAID SECTION 31 A DISTANCE OF 5.21 FEET TO THE EAST 1/4 CORNER OF SECTION 36, T5N, R3W, WATERTOWN TOWNSHIP, CLINTON COUNTY, MICHIGAN; THENCE N00°00'01"E CONTINUING ALONG SAID WEST LINE 1311.31 FEET TO THE NORTH 1/8 LINE OF SAID SECTION 31; THENCE ALONG SAID 1/8 LINE S 89°39'50" E, 449.98 FEET; THENCE N 00°00'04" E, 1318.74 FEET TO THE NORTH LINE OF SAID SECTION 31; THENCE ALONG THE NORTH LINE OF SECTION 31, N 89°39'50" W, 450.00 FEET TO THE POINT OF BEGINNING;

LESS: (CONSUMERS ENERGY PROPERTY)

PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32, T5N-R2W, DEWITT TOWNSHIP, CLINTON COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 32, SAID POINT BEING DEFINED BY THE FOLLOWING THREE (3) COURSES FOR THE SOUTHEAST CORNER OF SAID SECTION: (1) N01°23'30"W, ALONG THE EAST LINE OF SAID SECTION, 1324.86 FEET AND (2)

S88°52'54"W, 1319.36 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF SOUTHEAST 1/4 AND (3) S01°22'11"E, ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 OF SOUTHEAST 1/4, 140.00 FEET TO THE POINT OF BEGINNING; THENCE S01°22'11"E, ALONG SAID WEST LINE, 362.24 FEET; THENCE N88°52'54"E, 132.00 FEET; THENCE N01°22'11"W, 362.24 FEET; THENCE S88°52'54"W, 132.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 1563.00 ACRES, MORE OR LESS; SAID PARCEL SUBJECT TO RIGHT-OF-WAY FOR ROAD PURPOSES ALONG PORT LANSING ROAD, AIRPORT ROAD, DEWITT ROAD, AND TURNER ROAD; SAID PARCEL SUBJECT TO ALL EASEMENTS OR RESTRICTIONS IF ANY.

Also, to include the CITY OF LANSING (Police Department Firearms Range) legally described as:

A PARCEL OF LAND ON PART OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 31, CLINTON COUNTY; T5N R2W, DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 31; THENCE N89°26'13"E 450 FEET ALONG THE NORTH LINE OF SECTION 31; THENCE PARALLEL WITH THE WEST LINE OF SECTION 31 S00°41'11"E 1318.74 FEET TO THE SOUTH LINE OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 31; THENCE S 89°26'18"W 450 FEET ALONG THE SOUTH LINE OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ TO THE WEST LINE OF SECTION 31; THENCE N00°41'11"W 1318.73 FEET ALONG THE WEST LINE OF SECTION 31 TO THE POINT OF BEGINNING, CONTAINING 13.62 ACRES OF LAND, MORE OR LESS, AND SUBJECT TO ANY EASEMENTS OR RIGHTS OF WAY OF RECORD.

RESOLUTION #2021-

BY

RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary Alex Azar declared a public health emergency for COVID-19, and affected state and local governments have also declared states of emergency;

WHEREAS, on March 16, 2020 under Resolution 2020-053, City Council approved Mayor Schor's Declaration of Emergency (Executive Order 2020-02) through April 10, 2020; and

WHEREAS, on the following dates and under the following resolutions, City Council approved extensions of Mayor Schor's Declaration of Emergency:

- April 9, 2020 under Resolution 2020-053 through April 30, 2020;
- April 27th, 2020 under Resolution 2020-069 through May 15, 2020;
- May 11, 2020 under Resolution 2020-077 through June 8, 2020;
- June 8, 2020 under Resolution 2020-084 through June 30, 2020;
- June 22, 2020 under Resolution 2020-089 through July 14th, 2020;
- July 27, 2020 under Resolution 2020-113 through August 25, 2020; and
- August 24, 2020 under Resolution 2020-150 through September 22, 2020; and
- September 21, 2020 under Resolution 2020-181 through October 27, 2020; and
- October 26, 2020 under Resolution 2020-185 through November 30, 2020; and
- November 30, 2020 under Resolution 2020-226 through January 11, 2021; and
- January 11, 2021 under Resolution 2021-04 through February 8, 2021; and
- February 22, 2021 under Resolution 2021-044 through March 22, 2021; and
- March 22, 2021 under Resolution 2021-056 through April 28, 2021

WHEREAS, the Resolutions emphasized the fact that the novel coronavirus (COVID-19) is a respiratory disease that can result in serious illness or death. It is caused by a new strain of coronavirus that had not been previously identified in humans and can easily spread from person to person; and

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council finds that the circumstances warrant an extension of the Mayor's emergency declaration and continuation of the emergency response plan to ensure that public health is protected; and

BE IT FINALLY RESOLVED that the City Council approves an extension of the declaration of emergency, through and including July 12, 2021, and authorizes such powers and duties as provided by Chapter 234.05, the Lansing Emergency Management Ordinance, together with those powers provided by statute, including those set forth in MCL § 30.401 et seq.

CDBG – Questions – COW – 4-12-2021

1) Q: Carol Wood – Why was there and increase in Other Funding in CDBG Budget?

- a. HUD determines the amount of each entitlement grantee's annual funding allocation by a statutory formula which uses several objective measures of community needs, including the extent of poverty, population, housing overcrowding, age of housing and population growth lag in relationship to other metropolitan areas.

2) Q: Carol Wood – In regards to the rehab money where are we at the point of time?

- a. The City has met it timeliness obligations, and has limited the program scope to emergencies only for the time being. All money allocated for this purpose has been obligated. We do have a waiting list.

3) Q: Carol Wood – Is there any money set aside for ramps with the rehab program?

- a. Yes, we fund the Tuesday Toolmen volunteer program that builds ramps for qualified households as part of the HEROS program, which includes the tool truck and home improvement classes. It is funded at about \$184,000.

4) Q: Brian Jackson – Is CDBG funding primary used for housing?

- a. Yes, although we do some public services and economic development. Examples of public services would include expenditures on Kids Camp and Neighborhood Clean-ups. Examples of economic development include small business support.

5) Q: Brian Jackson - What other funding can it be used for besides housing and/or used in the past?

- a. There are many CDBG qualified activities, including economic development and public services.

6) Q: Brian Jackson - Has the funding been used for Internet Access in the past and are there any plans for using some of the funds for this in the future?

- a. Not in the recent past. In the future, the City will be required to address broadband connectivity, although not required to provide any specific program.

7) Q: Brian Jackson – Who decides the allocation and the amount of funding, submitted in the form of the budget proposal (example of process followed or used)?

- a. For ESG (Emergency Solutions Grant), allocations are determined in consultation with the Continuum of Care. For HOME (this is a program name, not an acronym), we currently are reviewing RFPs for upcoming projects. For CDBG, we review programs internally and make decisions based on community needs and program outcomes.

8) Q: Jeremy Garza – What are you doing to make sure that you are using local contractors for any work performed with regards to these funds?

- a. We have conducted outreach to contractors, and continue to do so. We have an application process, and encourage local contractors to apply to be pre-qualified contractors, after which they are allowed to bid on our projects.

General Budget Overview and Fringe – Questions – 4-12-2021

1) Q: Brandon Betz – Page 113 questioned if typo existed on budget proposal document in regards to the about capital improvement Local Street Improvements (Non-millage) based on the about the amount based on the prior budget amount?

- a. After review: the numbers on page 113 were hand typed and a zero was left off the end of the Non-Millage Local Street Improvements. The number should read \$1,300,000 instead of \$130,000 as a result.
 - i. The scope of this error is the CIP summary on page 113 and several descriptive summaries using this as a quick reference.
 - ii. The budget resolution and department/fund summaries draw their data from the source line item data which is not impacted by the typo.
- b. This statistic comes from account number 203.453601.974100.50002 which can be found on page 3 of the Other Funds Accounting Level Detail at \$1.3M.
- c. This represents no change from the previous adopted budget and requires no change to the budget resolution for the full intended funding to take effect. We appreciate the attention of Council members in identifying this, a replacement page for the budget book is attached.

2) Q: Carol Wood – Why was there an increase in the Property Taxes estimation with the proposed budget and asked for the statically information used in this calculation?

- a. The reason for the increase as shared by the City Assessor, Sharon Frischman, is she estimated roughly a 5% increase in property value because of the housing market, increase in values and uncapping of taxes. But because of the high number of board of reviews, a more conservative increase was taken.

3) Q: Carol Wood – What information was used for the Income Tax estimation used in the current budget proposal, such as statically information?

- a. The information used for the Income Tax estimation was based on the following:
- b. Income Tax revenue economic assumptions as provided by the prior Treasurer. She did a great job in starting the process of considering the state of things and with the impact of COVID-19 scenarios- see attached.
- c. Rate of unemployment. Because unemployment benefits are not taxable to the City, I considered the rate of unemployment and the impact it could have on the City. Jake charted the unemployment rate from 1990 to 2020. At the start of the pandemic unemployment was 24.8 IN April 2020 by Dec 2020 it went down to 6.5.
- d. In addition, I considered the impact of nonresident working remotely and the how refunds will increase, as a result of this. This amount is hard to measure at this time as we are just starting to gather data. The City Taxing Authorities (the 24 Cities) estimate roughly a 10% to 20% loss of income due to COVID-19 for city taxes.
- e. After taking all the above information into consideration, the Income Tax proposal budget amount reduction - suggested an ~25% reduction in income taxes relative to normal levels.
- f. Moderate impact projection in 25%
- g. Rate of unemployment in April 24.8%
- h. Remote work – non- resident refunds 20%

- 4) **Q: Carol Wood – Does this income tax calculation take into the account the delay in collections due to Covid related issues, as seen in the past year?**
- a. Yes.
- 5) **Q: Carol Wood – How the breakout amount for information technology cost allocated by department was calculated within the proposed budget and/or any documentation of this fact?**
- a. The Information Technology budget is allocated to city departments following a formula that is similar to other municipalities. After the IT budget is determined, we subtract department specific needs from the total. These are usually software/hardware that only one or a few departments use. Those costs are added to the allocation for those specific departments and not spread throughout the city. The remaining IT budget is split in half. One half is allocated based upon all the computer users in a department. The other half is allocated based upon the computers/devices in a department.
- b. In the proposed FY22 budget, the amount to be allocated is \$7,602,508. Of that, \$1,235,100 is department specific. The remaining \$6,367,408 is split in half and half is allocated based on number of computer users and half based on number of computers/devices. The budget office has information on every allocation including the number of users and devices per department used for the calculations.
- 6) **Q: Patricia Spitzley – What is the cost saving for the work share program and/or reflected in this proposed budget?**
- a. The most recent round of savings from the work share program were estimated at \$500k city-wide with approximately \$300k benefiting the general fund. These will not impact the FY 2022 budget except to the extent of improving the beginning fund balance.
- 7) **Q: Patricia Spitzley - How the funding allocation will be determined concerning “addressing Racial Justice and Equity” funding proposed amounts of \$135,000 in the Basic Human Services ordinance and \$300,000 additional funding amount toward racial justice training, equity assessments, and facilitating a citywide equity?**
- a. See attached description from HRCS.
- 8) **Q: Peter Spadafore – What the federal funding amount left over from the ARPA for future years can be used for? (Specifically, about the necessary investments in water, sewer, or broadband infrastructure)**
- a. Please see the ARPA breakdown provided in the previous council responses. This is also available on the Finance page of the city website.
- i. <https://www.lansingmi.gov/DocumentCenter/View/12319/ARPA-Use>
- b. Guidance is expected soon; preliminary information is available on the US Treasury site below:
- i. <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-fund>
- 9) **Q: Peter Spadafore – How the fee for Fenner Park concerning non-residents effect user rates at this park?**
- a. This rate is for an annual pass. The fee was requested by Fenner Conservancy and will both be administered and collected by Fenner staff.

FY 2022 City-Wide Capital Improvement Program Requests

FY 2022 City-Wide Capital Improvement Program Requests		Funding Sources											
Project	FY 2022 Appropriation	General Fund/ CIP Fund	Parks Millage	Street Funds	Drug Forfeiture Fund	Information Technology Fund	Parking Fund	Sewer Fund	Fleet Fund	Refuse/ Recycling	Grants/ Trusts	American Rescue Plan Act	Bonds/ Loans/ Special
General Facilities													
Facility Needs	600,000	600,000											
X-Ray Machines - City Hall Security	40,000	40,000											
	640,000	640,000	-	-	-	-	-	-	-	-	-	-	-
Technology/Equipment													
Public Education & Gov't (PEG) Capital Improvements	450,000										450,000		
Computer Replacements	200,000					200,000							
Data Warehousing, Analytics, and Reporting/Transparency	25,000					25,000							
Emergency Operations Center (EOC) Upgrades	38,000	38,000											
Outdoor Sirens Replacement	106,000	106,000											
	819,000	144,000	-	-	-	225,000	-	-	-	-	450,000	-	-
Sidewalks and Roads													
Sidewalk Repair	100,000	100,000											
Sidewalk Gap Closure	125,000			125,000									
Major Street Improvements	1,950,000			1,950,000									
Federal Surface Transportation Program (STP)	1,300,000			1,300,000									
Trunkline Improvements	5,075			5,075									
City Millage Local Street Improvements	1,845,000			1,845,000									
Local Street Improvements (non-millage)	1,300,000			1,300,000									
Bridge Rehabilitation	800,000			800,000									
	7,425,075	100,000	-	7,325,075	-	-	-	-	-	-	-	-	-
Parks & Recreation													
Grant Match	650,000		650,000										
Citywide Parks Maintenance and Repair	300,000		300,000										
Parks/Community Center Paving	163,000		163,000										
Replanting Trees	50,000		50,000										
Playground Equipment/Renovations	350,000		350,000										
Fulton Park Overlook	50,000		50,000										
New Park/RiverTrail Map	25,000		25,000										
Foster Park Improvements	75,000		75,000										
	1,663,000	-	1,663,000	-	-	-	-	-	-	-	-	-	-
Sewer Systems													
SCADA PLC Equipment Replacement	550,000							550,000					
Lab Equipment	100,000							100,000					
Lime Mixer	150,000							150,000					
PEW Pump	40,000							40,000					
WWTP Capital Maintenance	100,000							100,000					
Secondary Effluent Pump	50,000							50,000					
Screen Bulding HVAC	250,000							250,000					
Switchgear Maintenance	100,000							100,000					
Roof Replacement	200,000							200,000					
Stairs	100,000							100,000					
Sanitary sewers - City share	1,000,000							1,000,000					
CSO 015S design	1,050,000							1,050,000					
CSO 016/017 construction	3,891,000			41,000				3,850,000					
CSO 034D construction	4,525,000			1,200,000				3,325,000					
CSO 034E design	592,000							592,000					
	12,698,000	-	-	1,241,000	-	-	-	11,457,000	-	-	-	-	-

FY 2022 City-Wide Capital Improvement Program Requests

Project	FY 2022 Appropriation	General Fund/ CIP Fund	Parks Millage	Street Funds	Drug Forfeiture Fund	Information Technology Fund	Parking Fund	Sewer Fund	Fleet Fund	Refuse/ Recycling	Grants/ Trusts	American Rescue Plan Act	Bonds/ Loans/ Special
Public Service Operations & Maintenance													
Storm Sewer Repairs	300,000											300,000	
	300,000	-	-	-	-	-	-	-	-	-	-	300,000	-
Fleet Services													
Vehicle & Equipment Purchases	200,000							200,000					
	200,000	-	-	-	-	-	-	200,000	-	-	-	-	-
Total Capital Projects - FY 2022	23,745,075	884,000	1,663,000	8,566,075	-	225,000	-	11,657,000	-	-	450,000	300,000	-

Less: Available Fund Balance in the Capital Projects Fund
 Net General Fund Cost

-
884,000

Note: "CSO" stands for Combined Sewer Overflow, a sewer separation project mandated by the U.S. Environmental Protection Agency and the Michigan Department of Environmental Quality

CITY OF LANSING INCOME TAX REVENUE PROJECTIONS FY2021 – COVID 19 IMPACT

	PRE-COVID FY2021 BUDGET SUBMISSION	CURRENT IMPACT PROJECTION (20%)	MODERATE IMPACT PROJECTION (25%)	SEVERE IMPACT PROJECTION (35%)
INCOME TAX REVENUE	\$39,226,000	\$31,380,800	\$29,419,500	\$25,496,900
(DECREASE)/INCREASE	\$0	(\$7,845,200)	(\$9,806,500)	(\$13,729,100)
ECONOMIC ASSUMPTIONS	PRE COVID-19	Phased in approach This scenario assumes that the Executive Order will not extend beyond June 1st. ➤ Construction, lawn care, and manufacturing are back to work. This includes certain retail operations as well. ➤ Many offices to open at 50% or a lower capacity starting June 1st. ➤ Restaurants will more than likely operate at 50% capacity with take out, ghost kitchen, and curbside serving as the main method for providing service. ➤ This also takes into account the fact that restaurants may only provide in-house seating for 25% – 50% of its customers.	Phased in approach This scenario includes the possibility of the Executive Order extending through July. ➤ More organizations will cautiously open and operate at 50% or lower capacity. ➤ This scenario also assumes that restaurants may not allow in-house dining seating capacity to exceed 50% through August. ➤ This scenario acknowledges the cancellation of large events (including revenue-generating events) and other lost revenues.	Phased in approach This scenario includes the possibility of the Executive Order extending through August or later. ➤ This scenario factors in bankruptcies, lost revenues, job losses, business closures due to the pandemic, and the possibility of schools remaining online. There are several other economic indicators to consider as well.

**Proposed Budget and Plan to Administer the
Mayor's Racial, Justice and Equity Strategies**

DRAFT - March 19, 2021

1. **\$5,000** - Onboarding DEI video for new employees. Training will address the City's position and expectations for developing and maintaining an anti-racist and bias-free environment.
2. **\$50,000** - DEI training modules for employees to individually complete quarterly
3. **\$54,000** - DEI group training with dialogue for up to 120 staff (no more than 40 staff at a time)
 - Year one: Cabinet members & Supervisors/managers and priority departments identified by MPPI's report
 - Year two and beyond: Facilitated by employee trainers
4. **\$20,000** - Equity training program to build a team of individuals to provide ongoing support to City staff on advancing racial and economic equity in their specific program, policies, and practices. A train-the-trainer model where champions across departments assist with training. After approx. 50 hrs of training, City of Lansing staff, will:
 - Work with DEI Officer to Lead DEI workshops that build knowledge and awareness and help facilitate safe conversations
 - Collaborate with DEI Officer to coordinate, implement, and monitor their Department's Equity Action Plan.
 - Facilitate equity training within their departments (Intro to advancing equity in local government and applying an equity lens to their work etc.) and
 - Provide support to departmental equity strategies and plans.
5. **\$15,000** - Trainer stipend
6. **\$10,000** - Consulting with DEI expert to support the Racial Justice Equity Plan – up to
 - Work with Cabinet to set the tone at the top
 - Assist with problem-solving challenges and opportunities
 - Assist with developing, shaping, and communicating the City's position concerning DEI
7. **\$76,000** - Equity Matrix and online mapping (RGIS) - In collaboration with HRCS, communities, neighborhoods, and planning, the City IT Department will create a simplified version of an Equity Matrix and online mapping tool. This is an interactive tool that highlights the demographics, disparities and some infrastructure distribution within the City.
 - Used by city staff, community members, partners, and other decision-makers to help ensure that they are making data-informed decisions that address disparities across various indicators and improve access to opportunities for all Lansing residents.
 - Used to inform our work, guide our investments, and work to achieve the citywide equity goals and strategies.
 - Provides more accessible and relevant data to help inform departments and the community.
8. **\$70,000** - Equity Action Plan by Department - This fiscal year, we will work with departments in creating their Anti-Racism and Equity Action Plan. Internal scans and equity assessments will inform each Department's two-year equity action plan. The plan will include specific strategies and metrics by Department to address assessment findings.

9. Citywide Equity Committee – **expenses TBD**

- Will consists of a cross-departmental group of employees representing every Department.

This committee will convene monthly to:

- Support the City's Racial Justice and Equity Mission and Vision:
- Become champions of Social Justice and Equity
- Build capacity and community by supporting equity awareness and training
- Catalyze equitable policies, practices, budgets, and plans.
- Help identify/create analytical tools and reports on equity impacts program evaluations and measure progress on equity tools.

Estimated total: \$300,000

\$135,000 - Racial Equity Fund - As of March 2021, the Racial Equity Fund will fund local projects to address the root causes of racism and promote racial equity. An RFI – Request for Information - will be released to gather insights and information from community members on how these funds can or should be utilized and establish priorities to facilitate community engagement. The knowledge and wisdom shared will help formulate the RFP - Request for Proposals. HRCS will review applications and enlist the HRCS Advisory Board to review and score. Final recommendations will be made by the HRCS Director and the Mayor to City Council.