



Board of Directors Meeting
Friday, May 7, 2021 – 8:30 AM

THIS MEETING WILL BE HELD ELECTRONICALLY*

Access the meeting via: <https://us02web.zoom.us/j/84053285405>

Webinar ID: 840 5328 5405; Dial In (301) 715-8592

**See attached Public Participation Notes.*

AGENDA

- 1) Call to Order / Rollcall / Meeting Process
- 2) Approval of LEDC Board Meeting Minutes – Friday, April 9, 2021
- 3) Update on Financials
- 4) Economic Recovery Resource Developer Quarterly Update
- 5) Façade Improvement Program Amendment #4 (Action)
- 6) Site Committee Update
- 7) Program Updates
 - a) Lansing CARES
 - b) Sunrise Grant Program – Ingham County
 - c) One&All
- 8) Project Updates
- 9) Open Forum for LEDC Board Members
- 10) Other Business
- 11) Public Comment
- 12) Adjournment

PUBLIC PARTICIPATION NOTES

LEDC/LBRA/TIFA Meeting – 5/7/2021 8:30AM

Meeting Will Be Held Electronically Via Zoom Conferencing

Zoom Webinar ID: 840 5328 5405

HOW TO PARTICIPATE:

The meeting will be conducted electronically by web-based and telephonic conferencing and allow for public participation in accordance with the Open Meetings Act. All Board members and members of the public will participate virtually. Board members may be reached prior to the meeting by contacting kris@purelansing.com or calling (517) 599-1136.

Join by Computer/Smartphone: <https://us02web.zoom.us/j/84053285405>

Join by Telephone: Call in number: (301) 715-8592, Webinar ID: 840 5328 5405

ACCESSIBILITY/PERSONS WITH DISABILITIES:

If you require an accommodation in order to fully participate in the meeting, please use the point of contact provided below. 24-hour notice may be needed for certain accommodations. An attempt will be made to grant all reasonable accommodation requests.

CONTACT:

To provide input and ask questions on any item that is listed on the agenda, members of the public may contact Kris Klein at kris@purelansing.com or (517) 599-1136.

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.

**Lansing Economic Development Corporation
Board of Directors Meeting Minutes**

Friday, April 9, 2021 – 8:30 AM

THIS MEETING WAS HELD ELECTRONICALLY*

Access the meeting via: <https://us02web.zoom.us/j/82946490988>

Webinar ID: 829 4649 0988; Dial In (929) 205-6099

Members Present: Calvin Jones (Lansing, MI), Andrea Binoniemi (Holt, MI), Kimberly Coleman (Lansing, MI), Tom Muth (Lansing, MI), Blake Johnson (Grand Ledge, MI), Brian McGrain (Lansing, MI), Tom Donaldson (Lansing, MI)

Members Absent: Shelley Davis-Boyd

Staff Present: Karl Dorshimer, Kris Klein, Hannah Bryant, Rachel McIlvaine, Jennifer Abood Morris

Guests: -

Call to Order

Chair Jones called the LEDC Board of Directors meeting to order at 9:57 a.m.

Approval of LEDC Board Meeting Minutes – Friday, March 5, 2021

MOTION: Coleman moved to approve the LEDC meeting minutes from the Friday, March 5, 2021, LEDC Board of Director's meeting, as presented. Motion seconded by Binoniemi.

Klein took a roll call vote, record as:

Calvin Jones - yea
Andrea Binoniemi - yea
Kimberly Coleman - yea
Tom Muth - yea
Blake Johnson - yea
Brian McGrain - yea
Tom Donaldson – yea

YEAS: Unanimous. Motion Carried.

Update on Financials

Jennifer Abood Morris provided an update stating the finances are in good shape and all loans are current.

Budget Update

Dorshimer shared that in the Mayor's proposed 2021-2022 budget he inserted funding for the LEDC and the façade program. He said this will be discussed with the board at an upcoming meeting.

Member Johnson left at 10am.

Program Update

a) Lansing CARES

McIlvaine provided an update on the Lansing CARES program which is continuing to accept pre-applications on a rolling basis. Mailers have been sent out to businesses in the city about the program. There has been 242 preapplications received. Disaster training and underwriting continues to take place to award businesses with these funds.

b) One&All

Bryant provided an update on the LEAP One&All Program, which is designed to increase successful entrepreneurship and small business ownership among underrepresented populations in our region. The 2nd cohort just graduated on the 25th of last month. There has been a total of 40 successful entrepreneurs from the region that has been supported through this 2-month program that involve a combination of business and communication training, coaching and mentoring. 26 out of 40 of the graduates have been residents or business owners within the city of Lansing.

Bryant shared that the 3rd cohort review process is currently underway. She stated a big component of the program is mentorship which both Brian and Shelley were mentors for the last cohort. The application continues to be open and on a rolling basis so people can go to our website to apply and learn more.

Chair Jones expressed that it would be great to have the graduates join in on the Chamber Business roundtable meeting that he chairs. Bryant will connect with him to schedule something.

Project Updates

Dorshimer provided an update on current projects taking place in the city. Binoniemi asked to keep the bullet point project list as an discussion item. Donaldson asked to provide it with the board packets.

Open Forum for LEDC Board Members

None was provided.

Other Business

None was provided.

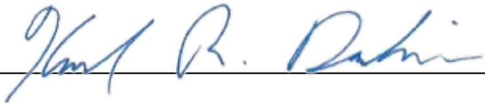
Public Comment

None was provided.

Adjournment

There being no further business, Chair Jones declared the LEDC Board of Director's meeting adjourned at 10:09 am.

Karl Dorshimer, Director of Economic Development
Lansing Economic Area Partnership (LEAP)





CLARK SCHAEFER HACKETT
BUSINESS ADVISORS

LANSING ECONOMIC DEVELOPMENT CORPORATION

Financial Statements

For the One Month and Nine Months Ended March 31, 2021 and 2020

Lansing Economic Development Corporation

Statements of Financial Position

	Mar 31, 21	Mar 31, 20
ASSETS		
Current Assets		
Checking/Savings		
10000 · PNC - General Fund - 2612	70,169.69	45,959.79
10001 · PNC - COVID19 Rescue Fund -2583	16.20	192.67
10002 · PNC - Business Fund - 2575	70,718.61	74,992.57
10004 · PNC - Business Fund Sweep -2647	1,518,647.11	1,705,943.62
10005 · PNC - General Fund Sweep - 2639	181,984.89	673,507.35
10007 · PNC - Energy Eff Rev Sav - 0696	213,248.93	212,636.48
Total Checking/Savings	2,054,785.43	2,713,232.48
Accounts Receivable		
11000 · Accounts Receivable	14,362.50	4,905.00
Total Accounts Receivable	14,362.50	4,905.00
Other Current Assets		
11119 · Prepaid Insurance	6,428.22	7,039.05
11135 · Receivable BW&L-Current Portion	4,500.00	4,500.00
11137 · Sleepwalker-Current Portion	6,961.20	6,211.52
11139 · The 517 Coffee Co-Current Port	2,646.69	5,243.23
Total Other Current Assets	20,536.11	22,993.80
Total Current Assets	2,089,684.04	2,741,131.28
Other Assets		
12000 · Loans Receivable		
11130 · Receivable BW&L	4,500.00	9,000.00
11131 · Receivable BW&L-Current Portion	(4,500.00)	(4,500.00)
12080 · Sleepwalker Spirits & Ale-Loan	10,790.85	17,024.01
12085 · Sleepwalker - Current Portion	(6,961.20)	(6,211.52)
12094 · The 517 Coffee Co. - Loan Rec.	25,000.00	22,463.67
12095 · The 517 Coffee Co-Current Port	(2,646.69)	(5,243.23)
Total 12000 · Loans Receivable	26,182.96	32,532.93
Total Other Assets	26,182.96	32,532.93
TOTAL ASSETS	2,115,867.00	2,773,664.21
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
20000 · Accounts Payable	14,679.39	0.00
Total Accounts Payable	14,679.39	0.00
Other Current Liabilities		
20100 · Payable Art Projects Arts & Cul	0.00	375.00
20300 · Payable LBRA-Current Portion	4,500.00	4,500.00
Total Other Current Liabilities	4,500.00	4,875.00
Total Current Liabilities	19,179.39	4,875.00
Long Term Liabilities		
20200 · Payable to LBRA	4,500.00	9,000.00
20400 · Payable to LBRA-Current Portion	(4,500.00)	(4,500.00)
Total Long Term Liabilities	0.00	4,500.00
Total Liabilities	19,179.39	9,375.00

No assurance is provided on these financial statements. The statements do not include a statement of cash flows. Substantially all disclosures required by accounting principles generally accepted in the United States are not included. Accounting principles generally accepted in the United States of America require recognition of revenue and expense in the period earned. Management has indicated revenues and expenses related to certain contracts have been recognized when received and paid, respectively.

Lansing Economic Development Corporation

Statements of Financial Position

	Mar 31, 21	Mar 31, 20
Equity		
32000 · Without donor restrictions	2,406,322.02	2,716,089.74
32100 · With donor restrictions	158,566.00	111,969.86
Net Income	(468,200.41)	(63,770.39)
Total Equity	2,096,687.61	2,764,289.21
TOTAL LIABILITIES & EQUITY	2,115,867.00	2,773,664.21

No assurance is provided on these financial statements. The statements do not include a statement of cash flows. Substantially all disclosures required by accounting principles generally accepted in the United States are not included. Accounting principles generally accepted in the United States of America require recognition of revenue and expense in the period earned. Management has indicated revenues and expenses related to certain contracts have been recognized when received and paid, respectively.

Lansing Economic Development Corporation

Statements of Activities

	Mar 21	Mar 20
Ordinary Income/Expense		
Income		
40000 · Contract Income		
40010 · Brownfield Admin	14,093.95	0.00
40085 · CDBG Revitalize, LLC	0.00	4,905.00
40090 · EGLE Allen Place Grant Contract	0.00	21,074.76
Total 40000 · Contract Income	14,093.95	25,979.76
41000 · Loan Interest		
41080 · Sleepwalker Spirits Interest	33.33	45.28
41091 · The 517 Coffee Company Interest	93.75	81.85
Total 41000 · Loan Interest	127.08	127.13
42000 · Investments		
42010 · Interest-Savings, Short-term CD	104.22	1,961.73
Total 42000 · Investments	104.22	1,961.73
Total Income	14,325.25	28,068.62
Expense		
63000 · Development		
63025 · Facade Grants	11,188.25	2,000.00
63030 · Contractual Services	5,916.20	2,656.95
63035 · EGLE Allen Place Grant Contract	0.00	21,074.76
63050 · Insurance & Bonds	1,037.82	1,005.59
63060 · Miscellaneous Operating	214.42	0.00
63072 · CDBG-CV Program Expenses	4,111.08	0.00
63080 · Bank Fees	3.00	12.40
Total 63000 · Development	22,470.77	26,749.70
64000 · EDC Business Incubator		
64005 · Bank Fees	3.00	7.43
Total 64000 · EDC Business Incubator	3.00	7.43
Total Expense	22,473.77	26,757.13
Net Ordinary Income	(8,148.52)	1,311.49
Net Income	(8,148.52)	1,311.49

No assurance is provided on these financial statements. The statements do not include a statement of cash flows. Substantially all disclosures required by accounting principles generally accepted in the United States are not included. Accounting principles generally accepted in the United States of America require recognition of revenue and expense in the period earned. Management has indicated revenues and expenses related to certain contracts have been recognized when received and paid, respectively.

Lansing Economic Development Corporation

Statements of Activities

	Jul '20 - Mar 21	Jul '19 - Mar 20
Ordinary Income/Expense		
Income		
40000 · Contract Income		
40010 · Brownfield Admin	142,628.38	112,901.67
40020 · City of Lansing Contract	0.00	300,000.00
40040 · Annual Issuer's Fees	14,362.50	0.00
40080 · Facade Grant Contract	0.00	162,500.00
40085 · CDBG Revitalize, LLC	0.00	4,905.00
40090 · EGLE Allen Place Grant Contract	9,459.73	22,034.07
Total 40000 · Contract Income	166,450.61	602,340.74
41000 · Loan Interest		
41050 · Lowertown Interest	0.00	466.01
41080 · Sleepwalker Spirits Interest	302.19	477.57
41091 · The 517 Coffee Company Interest	1,013.30	818.72
Total 41000 · Loan Interest	1,315.49	1,762.30
42000 · Investments		
42010 · Interest-Savings, Short-term CD	1,823.05	30,529.43
Total 42000 · Investments	1,823.05	30,529.43
Total Income	169,589.15	634,632.47
Expense		
63000 · Development		
63010 · Arts & Culture Grants	0.00	25,000.00
63025 · Facade Grants	47,606.25	90,903.70
63030 · Contractual Services	554,173.13	547,663.65
63035 · EGLE Allen Place Grant Contract	9,459.73	22,034.07
63050 · Insurance & Bonds	12,350.73	5,416.95
63060 · Miscellaneous Operating	733.04	2,243.72
63072 · CDBG-CV Program Expenses	13,376.08	0.00
63075 · CDBG Revitalize, LLC	0.00	4,905.00
63080 · Bank Fees	63.60	164.97
Total 63000 · Development	637,762.56	698,332.06
64000 · EDC Business Incubator		
64005 · Bank Fees	27.00	70.80
Total 64000 · EDC Business Incubator	27.00	70.80
Total Expense	637,789.56	698,402.86
Net Ordinary Income	(468,200.41)	(63,770.39)
Net Income	<u>(468,200.41)</u>	<u>(63,770.39)</u>

No assurance is provided on these financial statements. The statements do not include a statement of cash flows. Substantially all disclosures required by accounting principles generally accepted in the United States are not included. Accounting principles generally accepted in the United States of America require recognition of revenue and expense in the period earned. Management has indicated revenues and expenses related to certain contracts have been recognized when received and paid, respectively.

SUPPLEMENTARY INFORMATION

Lansing Economic Development Corporation

Statement of Activities - Actual vs. Budget

	Jul '20 - Mar 21	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
40000 · Contract Income				
40010 · Brownfield Admin	142,628.38	161,880.00	(19,251.62)	88.1%
40040 · Annual Issuer's Fees	14,362.50	26,845.00	(12,482.50)	53.5%
40050 · TIFA Admin	0.00	147,025.00	(147,025.00)	0.0%
40070 · Fund Balance	0.00	400,000.00	(400,000.00)	0.0%
40090 · EGLE Allen Place Grant Contract	9,459.73	0.00	9,459.73	100.0%
Total 40000 · Contract Income	166,450.61	735,750.00	(569,299.39)	22.6%
41000 · Loan Interest				
41080 · Sleepwalker Spirits Interest	302.19	600.00	(297.81)	50.4%
41091 · The 517 Coffee Company Interest	1,013.30	900.00	113.30	112.6%
Total 41000 · Loan Interest	1,315.49	1,500.00	(184.51)	87.7%
42000 · Investments				
42010 · Interest-Savings, Short-term CD	1,823.05	15,000.00	(13,176.95)	12.2%
Total 42000 · Investments	1,823.05	15,000.00	(13,176.95)	12.2%
43000 · Other Types of Income				
43010 · Miscellaneous Revenue	0.00	50.00	(50.00)	0.0%
Total 43000 · Other Types of Income	0.00	50.00	(50.00)	0.0%
Total Income	169,589.15	752,300.00	(582,710.85)	22.5%
Expense				
63000 · Development				
63025 · Facade Grants	47,606.25	0.00	47,606.25	100.0%
63030 · Contractual Services	554,173.13	711,551.00	(157,377.87)	77.9%
63035 · EGLE Allen Place Grant Contract	9,459.73	0.00	9,459.73	100.0%
63050 · Insurance & Bonds	12,350.73	21,321.00	(8,970.27)	57.9%
63055 · Marketing & Promotions	0.00	10,000.00	(10,000.00)	0.0%
63056 · Travel & Conferences & Training	0.00	5,000.00	(5,000.00)	0.0%
63060 · Miscellaneous Operating	733.04	3,628.00	(2,894.96)	20.2%
63072 · CDBG-CV Program Expenses	13,376.08			
63080 · Bank Fees	63.60	800.00	(736.40)	8.0%
Total 63000 · Development	637,762.56	752,300.00	(114,537.44)	84.8%
64000 · EDC Business Incubator				
64005 · Bank Fees	27.00	0.00	27.00	100.0%
Total 64000 · EDC Business Incubator	27.00	0.00	27.00	100.0%
Total Expense	637,789.56	752,300.00	(114,510.44)	84.8%
Net Ordinary Income	(468,200.41)	0.00	(468,200.41)	100.0%
Net Income	(468,200.41)	0.00	(468,200.41)	100.0%

No assurance is provided on these financial statements. The statements do not include a statement of cash flows. Substantially all disclosures required by accounting principles generally accepted in the United States are not included. Accounting principles generally accepted in the United States of America require recognition of revenue and expense in the period earned. Management has indicated revenues and expenses related to certain contracts have been recognized when received and paid, respectively.





Memo

TO Lansing Economic Development Corporation

FROM Julie Durham

DATE April 29, 2021

SUBJECT City of Lansing Economic Recovery and Resource Development Project: Quarter 1 Report

Project Overview

The City of Lansing contracted with Public Sector Consultants (PSC) in December 2020 to add capacity to increase economic recovery and resource development efforts in response to the novel Coronavirus (COVID-19) pandemic. PSC's scope is designed to attain the following goals:

- Increase dollars fundraised
- Establish a strong focus on equity
- Increase capacity of local organizations
- Improve positioning of the city with regard to economic recovery
- Improve partnerships and coordination

To carry out these activities, PSC proposed a scope that included conducting funding research, developing and coordinating grant proposals, and matchmaking and supporting partners.

Funding Research and Proposals

PSC has identified and reviewed a number of funding opportunities for consideration by the City of Lansing and/or partner agencies. Funding and application decisions were based on program alignment, determining appropriate applicant, and timing.

Funding Opportunity	Funding Agency	Potential Grantee	Status
Build to Scale Grant	U.S. Economic Development Agency (EDA)	City of Lansing LEAP	After discussions with the City, LEAP, and outreach to Michigan State University, the decision was made not to submit based on MSU's planned application.
Blight Elimination Program	Michigan Department of Treasury and State Land Bank Authority	Ingham County Land Bank	PSC and the City met with ICLB and provided capacity in support of an application as needed
Distressed Cities, Villages, and Townships Grant	Michigan Department of Treasury	City of Lansing	City Finance office is managing application and will engage with PSC if necessary.

Community Project Funding	U.S. Congressional budget earmark	City of Lansing	PSC coordinated and supported submitted application for Michigan Avenue Corridor redevelopment (April) for \$10M.
Michigan Community Resilience Program	Michigan Community Service Commission	Community Service Agencies	PSC shared with the City for distribution to potential applicants
American Rescue Plan Funds	Multiple federal agencies	Multiple	PSC is monitoring funding guidelines and application dates for alignment with City priorities.
Equitable Communities/Working Families Grant	Kellogg Foundation	City of Lansing	PSC is identifying potential program areas/partners. The application portal relaunched in early April.

Matchmaking and Supporting Partners

In the first two months of PSC's contract, efforts were primarily focused on outreach with current and potential partners to identify opportunities for collaboration, capture information on current organizational needs, and provide assistance or capacity when appropriately aligned with the City's goals. In the first quarter, PSC created and distributed a survey to Lansing nonprofits to determine any alignment with existing programming and City of Lansing priorities. The survey is currently being distributed by the Capital Region Community Foundation and Capital Area United Way with results expected by mid-May. PSC also met with City of Lansing department directors, and engaged individually with the following organization/individuals:

Organization	Interests/Alignment
LEAP	EDA grants, corridor authority and improvement support, Americorp positions, incubator/business support funds including One and All program
Lansing Regional Chamber of Commerce	DEI initiatives, small business support, city and airport entrances
Capital Area United Way	Collaboration with nonprofit service providers who address city priorities, downtown and riverfront redevelopment (CRCF), affordable housing
Capital Region Community Foundation	
Tri-County Regional Planning Commission	TCRPC currently supporting similar efforts at regional level, potential alignment with housing study
Lansing Promise	Education, workforce development, coordination of efforts between the Promise, City of Lansing, Lansing School District, and large employers in the region
Community Economic Development Network	Small business support, affordable housing and rent assistance, incubator space, community health
Neogen	DEI initiatives, racially inclusive STEM education, and networking
Downtown Lansing, Inc.	Planning and redevelopment of Washington Square

Future Considerations

- Med-tech collaboration/incubator, leveraging possible EDA award
- South MLK Corridor Improvements
- Willow/Walnut neighborhood/community development
- EDA Planning Grant for Washington Square
- Collaboration between Lansing Promise and area employers

**Fourth Amendment to the Façade Improvement Grant Program Agreement
Between City of Lansing and Lansing Economic Development Corporation**

This Fourth Amendment (“Fourth Amendment”) expands the terms and conditions to the Façade Improvement Grant Program Contract dated July 1st, 2019 (“Agreement”) is made and entered into this ____ day of May, 2021 between the City of Lansing, a Michigan Municipal Corporation (the “City”), and the Lansing Economic Development Corporation, a non-profit corporation organized and existing under the laws of the State of Michigan (the “LEDC”).

WHEREAS, the Agreement was amended on April 9th, 2020 (First Amendment) to extend the Project Timeframe from June 30, 2020 to October 1, 2020; and

WHEREAS, the Agreement was amended on November 6th, 2020 (Second Amendment) to extend the Project Timeframe from October 1, 2020 to June 30, 2021; and

WHEREAS, the Agreement was amended on March 5th, 2021 (Third Amendment) to modify the breakdown of the use of the grant funds ; and

WHEREAS, due to continued Covid-19 related delays, the LEDC is requesting the Project Timeframe end date be further extended from June 30, 2021 to December 31st, 2021.

NOW THEREFORE the City and LEDC agree as follows:

1. **Extension of Time of Performance.** The Project Timeframe end date in Section 4, previously agreed to be June 30, 2021, shall now be December 31st, 2021.
2. **No Other Changes.** Except as otherwise expressly provided in this Fourth Amendment, all of the other terms and Conditions of the Agreement remain unchanged and in full force and effect.
3. **Defined Terms.** Capitalized terms not otherwise defined in this Fourth Amendment, have the meanings ascribed to them in the Agreement.
4. **Counter Part Signatures.** This Fourth Amendment may be signed electronically or in counterparts and each electronic signature and/or counterpart shall be enforceable as though it is an originally signed signature page to this Second Amendment.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Fourth Amendment to the Façade Improvement Grant Agreement to be duly executed as of the date first written above.

Dated _____, 2021

CITY:
CITY OF LANSING

BY: _____
Andy Schor, Mayor

Dated _____, 2021

LANSING ECONOMIC
DEVELOPMENT CORORATION:

BY: _____
Calvin Jones, LEDC Chairperson

APPROVED AS TO FORM ONLY:

BY: _____

**FAÇADE IMPROVEMENT GRANT PROGRAM
CONTRACT BETWEEN
THE LANSING ECONOMIC DEVELOPMENT CORPORATION
AND
THE CITY OF LANSING**

THIS CONTRACT, entered into this _ day of __ 2019 effective from July 1, 2019 through June 30, 2020 by and between the City of Lansing, a Michigan municipal corporation (the “City”) and the Lansing Economic Development Corporation, a non-profit corporation organized and existing under the laws of the State of Michigan (the "LEDC").

WITNESSETH THAT:

WHEREAS, the City and the LEDC are committed to help strengthen the economic viability of businesses in the City of Lansing by providing incentives for improving the appearance and structural conditions of the exterior of commercial buildings; and

WHEREAS, to best utilize limited funds for the purposes of creating and executing a business façade grant program that is available to be used on commercial properties located outside of downtown Lansing, a relationship has been created between the City and the LEDC ; and

WHEREAS, on behalf of the City of Lansing, the LEDC will administer a façade improvement grant program (the “Façade Improvement Grant Program”) from funds secured through the City’s general fund; and

NOW, THEREFORE, the City and the LEDC do mutually agree that the LEDC shall meet and perform the program goals and objectives within the stated time of performance and comply with the terms and conditions as outlined in this contract:

1. Program Goal

To implement a Façade Improvement Grant Program that allows property owners, tenants and others to apply for matching grant funds to make permanent improvements to commercial building exteriors located primarily outside of downtown Lansing.

2. Program Objectives

- a) Strengthen the economic viability of Lansing by providing incentives for improving the appearance and structural conditions of its commercial buildings.
- b) Improve business success by enhancing the curb appeal of commercial properties to customers and visitors in Lansing.
- c) Help restore historic features of buildings and encourage façade design treatments

that complement and enhance adjacent properties.

- d) Ensure that façade improvements meet design guidelines, building codes and zoning requirements.

3. Scope of Services

In order to accomplish the program goals and objectives, the LEDC, pursuant to contract with Lansing Economic Area Partnership, shall perform in a lawful, satisfactory and proper manner, all in accordance with the policies, procedures and requirements which have been or, from time-to-time, may be prescribed by the City, administration of the Façade Improvement Grant Program.

Subject to the availability of funding from the City, the Lansing Economic Area Partnership will manage \$162,500 for the purposes of creating, executing a Façade Improvement Grant Program available to commercial property owners, tenants and others for properties located primarily outside downtown Lansing.

4. Time of Performance

The time of the performance under this contract shall be from July 1, 2019 to June 30, 2020. In no event shall this contract extend beyond June 30, 2020, unless so provided by a written amendment hereto that has been executed by both parties. Unless otherwise terminated pursuant to the terms of this contract, the LEDC shall continue to perform services and activities until the contract expires.

5. Grant Funds

It is expressly understood by and between the City and the LEDC that in no event shall the total grant funds exceed ONE HUNDRED SIXTY-TWO THOUSAND FIVE HUNDRED AND NO/100 (\$162,500.00) DOLLARS.

To be paid in the amount of \$162,500.00 on July 1, 2019. The grant funds will be used as follows.

- a) 97% or \$157,625 for eligible Façade Improvements or Design Assistance.
- b) 3% or \$4,875 for Marketing and Promotion of the program
- c) No more than \$25,000 of all funds provided under this contract shall be spent on eligible façade projects located in the Lansing Tax Increment Financing Authority (TIFA) District.

6. Continued Funding

The City makes no implied or explicit guarantee, offer or representation of future funding from the City of Lansing beyond the termination of this contract.

7. Contract Modifications

The City, from time to time, may expand, diminish or otherwise modify the program goals, objectives, scope of services, or any other contract provision related thereto, which the LEDC is required to perform. However, only after modifications that are mutually agreed upon by the City and the LEDC, and incorporated into written amendments to this contract after approval by the City.

8. Equal Employment Opportunity Provisions:

Pursuant to Chapter 1-302.1 of the Lansing City Charter, the LEDC agrees that it will ensure that no person or group engaged in the conduct of official business or seeking to do business arising from this contract is discriminated against because of race, creed, political orientation, color, national origin, marital status, sex, age, handicap, or for any cause not reasonably related to the accomplishment of a legitimate governmental purpose.

The LEDC further agrees that all grant recipients adhere to the same equal opportunity provisions noted above, which provisions shall be included in all other agreements entered into pursuant to this contract.

The LEDC and any grant recipients agree to provide equal employment opportunity pursuant to all state and federal laws including the Americans with Disability Act and to provide proof to the City as requested by the Human Relations & Community Services Department pursuant to Section 206.20 and 206.21 of the Codified Ordinances of the City of Lansing.

9. Records and Documentation

The LEDC shall establish and maintain all necessary records concerning any matter covered by this contract including financial records and accounts which, from time to time, may be requested by the City. LEDC may delegate this responsibility to the Lansing Economic Area Partnership.

Attest:

City of Lansing

BY: *Andy Schor*
for Andy Schor, Mayor

Witness:

Thad P. Dauterive

Lansing Economic Development Corp.

BY: *Calvin L. Jones*
Calvin Jones, LEDC Chair

Approved as to form only:

Certification as to availability of funds &

account number:

Account #101.834101.960095.000000

Facade Improvement Grant Funds:
\$162,500.00

Approved As To Form

Gregory S. Venker

Gregory S. Venker P81780

City Attorney

Angela Bennett, Finance Director

**First Amendment to the Façade Improvement Grant Program Agreement Between City of Lansing
and Lansing Economic Development Corporation**

This First Amendment ("First Amendment") expands the terms and conditions to the Façade Improvement Grant Program Contract dated July 1st, 2019 ("Agreement") is made and entered into this 9 day of April, 2020 between the City of Lansing, a Michigan Municipal Corporation (the "City"), and the Lansing Economic Development Corporation, a non-profit corporation organized and existing under the laws of the State of Michigan (the "LEDC").

WHEREAS, the Agreement states it is effective from July 1, 2019 through June 30, 2020; and

WHEREAS, Section 4. Time of Performance of the Agreement states that the Project Timeframe ends June 30, 2020; and

WHEREAS, nearly all façade projects under the Façade Improvement Program agreements were previously scheduled to be completed on May 31st, 2020, it now have been halted because of the COVID-19 pandemic; and

WHEREAS the City and LEDC, in recognition of delays in meeting completion of the project, wish to mutually extend the timeline end date in the Agreement.

NOW THEREFORE the City and LEDC agree as follows:

1. **Extension of Time of Performance.** The Project Timeframe end date in Section 4, previously agreed to be June 30, 2020, shall now be October 1, 2020.
2. **No Other Changes.** Except as otherwise expressly provided in this First Amendment, all of the other terms and Conditions of the Agreement remain unchanged and in full force and effect.
3. **Defined Terms.** Capitalized terms not otherwise defined in this First Amendment, have the meanings ascribed to them in the Agreement.
4. **Counter Part Signatures.** This First Amendment may be signed electronically or in counterparts and each electronic signature and/or counterpart shall be enforceable as though it is an originally signed signature page to this First Amendment.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to the Façade Improvement Grant Agreement be duly executed as of the date first written above.

5/23/2020

Dated _____, 2020

CITY:

CITY OF LANSING

BY: _____

Andy Schor, Mayor

Dated _____, 2020

LANSING ECONOMIC

DEVELOPMENT CORPORATION:

BY: _____

Calvin Jones, LEDC Chair

Approved as to form:

BY: _____

for Jim Smierka, City Attorney

**Second Amendment to the Façade Improvement Grant Program Agreement Between City of
Lansing and Lansing Economic Development Corporation**

This Second Amendment (“Second Amendment”) expands the terms and conditions to the Façade Improvement Grant Program Contract dated July 1st, 2019 (“Agreement”) is made and entered into this 6th day of November, 2020 between the City of Lansing, a Michigan Municipal Corporation (the “City”), and the Lansing Economic Development Corporation, a non-profit corporation organized and existing under the laws of the State of Michigan (the “LEDC”).

WHEREAS, the Agreement was amended on April 9th, 2020 (First Amendment) to extend the Project Timeframe from June 30, 2020 to October 1, 2020; and

WHEREAS, due to continued Covid-19 related delays, the LEDC is requesting the Project Timeframe end date be further extended from October 1, 2020 to June 30, 2021.

NOW THEREFORE the City and LEDC agree as follows:

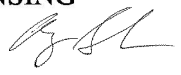
1. **Extension of Time of Performance.** The Project Timeframe end date in Section 4, previously agreed to be October 1, 2020, shall now be June 30, 2021.
2. **No Other Changes.** Except as otherwise expressly provided in this Second Amendment, all of the other terms and Conditions of the Agreement remain unchanged and in full force and effect.
3. **Defined Terms.** Capitalized terms not otherwise defined in this Second Amendment, have the meanings ascribed to them in the Agreement.
4. **Counter Part Signatures.** This Second Amendment may be signed electronically or in counterparts and each electronic signature and/or counterpart shall be enforceable as though it is an originally signed signature page to this Second Amendment.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Second Amendment to the Façade Improvement Grant Agreement be duly executed as of the date first written above.

Dated _____, 2020

CITY:
CITY OF LANSING

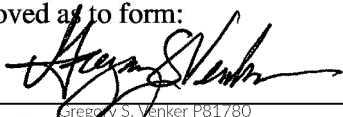
BY: 
Andy Schor, Mayor

Dated _____, 2020

LANSING ECONOMIC
DEVELOPMENT CORPORATION:

BY: 
Calvin Jones, LEDC Chair

Approved as to form:

BY: 
for Jim Smierka, City Attorney

11/20/2020

**Third Amendment to the Façade Improvement Grant Program Agreement
Between City of Lansing and Lansing Economic Development Corporation**

This Third Amendment (“Third Amendment”), which modifies the breakdown of the use of grant funds contained in the Façade Improvement Grant Program Contract dated July 1, 2019 (“Agreement”) is made and entered into this 5 day of March, 2021 between the City of Lansing, a Michigan Municipal Corporation (the “City”), and the Lansing Economic Development Corporation, a non-profit corporation organized and existing under the laws of the State of Michigan (the “LEDC”).

WHEREAS, the Agreement was amended on April 9, 2020 (First Amendment) to extend the Project Timeframe from June 30, 2020 to October 1, 2020; and

WHEREAS, the agreement was amended on November 6 2020 (Second Amendment) to extend the project timeframe from October 1, 2020 to June 30, 2021; and

WHEREAS, the agreement currently stipulates that 3% of grant funds are to be used for marketing and promotion of the program costs; and

WHEREAS, marketing and promotion has been successful utilizing less than 3% of grant funds, providing more funds to be used for façade improvement.

NOW, THEREFORE, the City and LEDC agree as follows:

1. **Section 5.a) of the Agreement** is amended to read: “Not less than 97% or \$157,625 for eligible Facade Improvements or Design Assistance.”
2. **Section 5.c) of the Agreement** is amended to read: “Up to 3% or \$4,875 for Marketing and Promotion of the program.”
3. **No Other Changes**. Except as otherwise expressly provided in this Third Amendment, all of the other terms and conditions of the Agreement, as amended, remain unchanged and in full force and effect.
4. **Defined Terms**. Capitalized terms not otherwise defined in this Third Amendment, have the meanings ascribed to them in the Agreement.
5. **Counterpart Signatures**. This Third Amendment may be signed electronically or in counterpart and each electronic signature and/or counterpart shall be enforceable as though it is an originally signed signature page to this Third Amendment.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Third Amendment to the Façade Improvement Grant Agreement to be duly executed as of the date first written above.

Dated _____, 2020

3/25/2021

Dated _____, 2020

CITY:

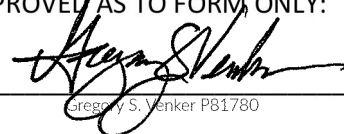
CITY OF LANSING

BY: 
Andy Schor, Mayor

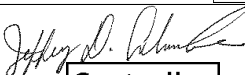
LANSING ECONOMIC
DEVELOPMENT CORPORATION:

BY: 
Calvin Jones, LEDC Chairperson

APPROVED AS TO FORM ONLY:

BY: 
Gregory S. Venker P81780

**Certification as to availability of funds
and account number:** 1012601-991280


Controller