Board of Directors Meeting
Friday, June 4, 2021 – 8:30 AM
THIS MEETING WILL BE HELD ELECTRONICALLY*
Access the meeting via: https://us02web.zoom.us/j/86284117798
Webinar ID: 862 8411 7798; Dial In (301) 715-8592
**See attached Public Participation Notes.*

AGENDA

Updated 6/1/2021

1) Call to Order / Rollcall / Meeting Process
2) Approval of LEDC Board Meeting Minutes – Friday, May 7, 2021
3) Update on Financials
4) Approval of FY2021/2022 Contracts between the LEDC & City of Lansing (Action)
    a) 2021/2022 LEDC & City of Lansing Economic Development Contract
    b) 2021/2022 LEDC & City of Lansing Façade Improvement Program Contract
5) Approval of FY2021/2022 Contract between the LEDC & LEAP (Action)
6) Approval of FY2020/2021 LEDC Budget Amendment (Action)
   Attached Amended FY2020/2021 LEDC Budget- Highlighted in Orange
7) Approval of FY2021/2022 LEDC Budget (Action)
   Attached Proposed FY2021/2022 LEDC Budget- Highlighted in Blue
8) Site Committee Update
9) Program Updates
    a) Lansing CARES
    b) Sunrise Grant Program – Ingham County
    c) One&All
10) Project Updates
11) Open Forum for LEDC Board Members
12) Other Business
13) Public Comment
14) Adjournment

PUBLIC PARTICIPATION NOTES

LEDC/LBRA/TIFA Meeting – 6/4/2021 8:30AM

Meeting Will Be Held Electronically Via Zoom Conferencing
Zoom Webinar ID: 862 8411 7798

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/86284117798

Join by Telephone: Call in number: (301) 715-8592, Webinar ID: 862 8411 7798

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, May 7, 2021 – 8:30 AM
THIS MEETING WAS 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.**

Members Present:	Calvin Jones (Lansing, MI), Andrea Binoniemi (Beulah, MI), Tom Muth (East Lansing, MI), Blake Johnson (Grand Ledge, MI), Brian McGrain (Lansing, MI), Tom Donaldson (Lansing, MI), Shelley Davis-Boyd (East Lansing, MI)
Members Absent:	Kimberly Coleman
Staff Present:	Karl Dorshimer, Kris Klein, Hannah Bryant, Rachel McIlvaine, Jennifer Abood Morris
Guests:	Julie Durham – Public Sector Consultant

Call to Order / Rollcall / Meeting Process

Chair Jones called the LEDC Board of Directors meeting to order at 8:31 a.m. Chair Jones stated the reasons the meeting was taking place virtually, and that all board members and the public are participating virtually. Klein took roll call and noted that members need to declare the city and state they are participating from. Klein went through the meeting process which included the participation rules for board members and the public.

Approval of LEDC Board Meeting Minutes – Friday, April 9, 2021

MOTION: McGrain moved to approve the LEDC meeting minutes from the Friday, April 9, 2021, LEDC Board of Director's meeting, as presented. Motion seconded by Muth.

Klein took a roll call vote, record as:

Calvin Jones - yea
Andrea Binoniemi - yea
Tom Muth - yea
Blake Johnson - yea
Brian McGrain - yea
Tom Donaldson – yea
Davis-Boyd - yea

YEAS: Unanimous. Motion Carried.

Update on Financials

Jennifer Abood Morris provided an update on the March 31st, 2021 financials and stated the finances

are in good shape and all loans are current. The interest is continuing to be low due to the current economic status. Additionally, Jennifer stated we are already in Q4 and will discussed at the next meeting.

Economic Recovery Resource Developer Quarterly Update

Klein provided an overview of the Economic Recovery Resources Developer and the contract between the city and the LEDC. Klein introduced Julie who is from Public Sector Consultant and will provide the quarterly update. They were hired in December to add capacity specifically to the downturn to the pandemic. Julie walked through the report that was provided in the Board's packet. Member Binoniemi and McGrain thanked Julie for the thorough report and all the work she is doing for these opportunities. Dorshimer stated how great of a partnership it is between the LEDC and the city for these services. Chair Jones said thank you to Julie and offered if there is anything the board can do in the efforts to let us know.

Façade Improvement Program Amendment #4 (Action)

Bryant provided an overview of the resolution in the packet to extend out the current façade program contract to the end of the year. This is due to some projects not being done by the June 30th date, but also because there are some funds left from the current contract. The city is considering approving more funds for the façade program this coming fiscal year budget. This will help relieve some issues we have seen with applicants starting the façade program application in the middle of summer, and by doing it by calendar year it will give applicants time in the late winter months to get quotes and schedule time for construction to occur in the summer.

> **MOTION:** Donaldson moved to approve the Façade Improvement Program Amendment #4, as presented. Motion seconded by Binoniemi.
>
> Klein took a roll call vote, record as:
>
> Calvin Jones - yea
> Andrea Binoniemi - yea
> Tom Muth - yea
> Blake Johnson - yea
> Brian McGrain - yea
> Tom Donaldson – yea
> Davis-Boyd - yea
>
> **YEAS:** Unanimous. Motion Carried.

Site Committee Update

Dorshimer provided an update on the first site committee meeting that took place yesterday, May 6th. Discussion was around current sites available in the city of Lansing and was able to pull a map up of all owned properties in the city. Donaldson asked about the Racer Trust sites in the city due to the city not having a lot of large acre sites within the city of limits.

Program Update

a) **Lansing CARES**

McIlvaine provided updates on the program, including that the preapplications will be closing Sunday, May 9 at midnight. Announcements have been made to make sure applicants apply for the program if they still want to, but intake of applications have significantly slowed down. Klein shared that the committee have been meeting every week the last three weeks and have reviewed about a dozen applications, 8 of those have been approved. Once a public announcement is made the board will receive a better update on the awards. The contract for this program is a two-year contract, so the next step for this program is providing additional technical assistance to business owners with financials and information. Klein provided a big thank you for the loan committee for their time and expertise in the reviewing.

b) Sunrise Grant Program – Ingham County

Dorshimer shared updates on the Ingham County wide program, which is an $11 million grant program that LEAP will work on and help design the program. Dorshimer stated that our staff will support the Lansing businesses with their applications and will direct Lansing CARES applicants to the new program in the time being. The Sunrise program would be launched in June and more information can be provided at the next meeting.

c) One&All

Bryant provided an update on the LEAP One&All Program and shared the 3rd cohort just started this week, where there are 19 new entrepreneurs that will take part in the 2-month program training. 15 out of the 19 are city of Lansing entrepreneurs that are taking part in the program and 68% of the participants are women. The Board can see more information from LEAP, that released a press release on the new cohort and there was a LSJ article on Wednesday that talks about the 3rd cohort.

Project Updates

Dorshimer walked through the LEDC current project updates. Discussion ensued on projects and the downtown status. Donaldson asked if there is a way to have CBRE present their information on vacancy rates and the current real estate status in Lansing. Dorshimer stated yes and it could go to the site committee first, then presented to the LEDC. Chair Jones asked for an update on the Red Cedar project at the next meeting.

Open Forum for LEDC Board Members

Chair Jones stated that on April 26th, the Lansing City Council extended Mayor Schor's Declaration of Emergency through July 12th, 2021 due to the ongoing public health concerns of the pandemic. Therefore, meetings of this body will remain virtual for the time being. Officers and staff will continue monitoring guidance from health officials and local governments on when it is appropriate to return to in-person meetings and prepare necessary accommodations for that eventuality. The Board will be updated and consulted in advance of any changes to the current meeting format.

Other Business

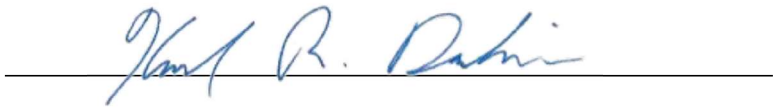
None was provided.

Public Comment

None was provided.

Adjournment

There being no further business, Chair Jones declared the LEDC Board of Director's meeting adjourned at 9:51 a.m.



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

LANSING ECONOMIC DEVELOPMENT CORPORATION

Financial Statements

For the One Month and Ten Months Ended April 30, 2021 and 2020

Lansing Economic Development Corporation
Statements of Financial Position

	Apr 30, 21	Apr 30, 20
ASSETS		
Current Assets		
Checking/Savings		
10000 · PNC - General Fund - 2612	72,040.69	75,000.00
10001 · PNC - COVID19 Rescue Fund -2583	14.85	400,000.00
10002 · PNC - Business Fund - 2575	71,365.48	75,000.00
10004 · PNC - Business Fund Sweep -2647	1,518,722.00	1,507,136.50
10005 · PNC - General Fund Sweep - 2639	156,773.06	449,632.37
10007 · PNC - Energy Eff Rev Sav - 0696	213,259.45	212,916.18
Total Checking/Savings	2,032,175.53	2,719,685.05
Accounts Receivable		
11000 · Accounts Receivable	14,362.50	0.00
Total Accounts Receivable	14,362.50	0.00
Other Current Assets		
11119 · Prepaid Insurance	5,390.40	6,033.46
11135 · Receivable BW&L-Current Portion	4,500.00	4,500.00
11137 · Sleepwalker-Current Portion	6,980.84	6,737.79
11139 · The 517 Coffee Co-Current Port	3,091.32	5,263.26
Total Other Current Assets	19,962.56	22,534.51
Total Current Assets	2,066,500.59	2,742,219.56
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	10,262.21	17,024.01
12085 · Sleepwalker - Current Portion	(6,980.84)	(6,737.79)
12094 · The 517 Coffee Co. - Loan Rec.	25,000.00	22,037.23
12095 · The 517 Coffee Co-Current Port	(3,091.32)	(5,263.26)
Total 12000 · Loans Receivable	25,190.05	31,560.19
Total Other Assets	25,190.05	31,560.19
TOTAL ASSETS	**2,091,690.64**	**2,773,779.75**
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
20000 · Accounts Payable	1,495.00	0.00
Total Accounts Payable	1,495.00	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	5,995.00	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	5,995.00	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

	Apr 30, 21	Apr 30, 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	(479,192.38)	(63,654.85)
Total Equity	2,085,695.64	2,764,404.75
TOTAL LIABILITIES & EQUITY	**2,091,690.64**	**2,773,779.75**

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Lansing Economic Development Corporation
Statements of Activities

	Apr 21	Apr 20
Ordinary Income/Expense		
Income		
40000 · Contract Income		
40095 · CDBG CV Contract	5,362.02	0.00
Total 40000 · Contract Income	5,362.02	0.00
41000 · Loan Interest		
41080 · Sleepwalker Spirits Interest	27.48	0.00
41091 · The 517 Coffee Company Interest	93.75	85.86
Total 41000 · Loan Interest	121.23	85.86
42000 · Investments		
42010 · Interest-Savings, Short-term CD	94.26	1,054.56
Total 42000 · Investments	94.26	1,054.56
Total Income	5,577.51	1,140.42
Expense		
63000 · Development		
63025 · Facade Grants	12,800.00	0.00
63030 · Contractual Services	156.31	0.00
63050 · Insurance & Bonds	1,037.82	1,005.59
63072 · CDBG-CV Program Expenses	2,568.00	0.00
63080 · Bank Fees	4.35	12.19
Total 63000 · Development	16,566.48	1,017.78
64000 · EDC Business Incubator		
64005 · Bank Fees	3.00	7.10
Total 64000 · EDC Business Incubator	3.00	7.10
Total Expense	16,569.48	1,024.88
Net Ordinary Income	(10,991.97)	115.54
Net Income	**(10,991.97)**	**115.54**

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Lansing Economic Development Corporation
Statements of Activities

	Jul '20 - Apr 21	Jul '19 - Apr 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
40095 · CDBG CV Contract	5,362.02	0.00
Total 40000 · Contract Income	171,812.63	602,340.74
41000 · Loan Interest		
41050 · Lowertown Interest	0.00	466.01
41080 · Sleepwalker Spirits Interest	329.67	477.57
41091 · The 517 Coffee Company Interest	1,107.05	904.58
Total 41000 · Loan Interest	1,436.72	1,848.16
42000 · Investments		
42010 · Interest-Savings, Short-term CD	1,917.31	31,583.99
Total 42000 · Investments	1,917.31	31,583.99
Total Income	175,166.66	635,772.89
Expense		
63000 · Development		
63010 · Arts & Culture Grants	0.00	25,000.00
63025 · Facade Grants	60,406.25	90,903.70
63030 · Contractual Services	554,329.44	547,663.65
63035 · EGLE Allen Place Grant Contract	9,459.73	22,034.07
63050 · Insurance & Bonds	13,388.55	6,422.54
63060 · Miscellaneous Operating	733.04	2,243.72
63072 · CDBG-CV Program Expenses	15,944.08	0.00
63075 · CDBG Revitalize, LLC	0.00	4,905.00
63080 · Bank Fees	67.95	177.16
Total 63000 · Development	654,329.04	699,349.84
64000 · EDC Business Incubator		
64005 · Bank Fees	30.00	77.90
Total 64000 · EDC Business Incubator	30.00	77.90
Total Expense	654,359.04	699,427.74
Net Ordinary Income	(479,192.38)	(63,654.85)
Net Income	**(479,192.38)**	**(63,654.85)**

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SUPPLEMENTARY INFORMATION

Lansing Economic Development Corporation
Statement of Activities - Actual vs. Budget

	Jul '20 - Apr 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%
40095 · CDBG CV Contract	5,362.02			
Total 40000 · Contract Income	171,812.63	735,750.00	(563,937.37)	23.4%
41000 · Loan Interest				
41080 · Sleepwalker Spirits Interest	329.67	600.00	(270.33)	54.9%
41091 · The 517 Coffee Company Interest	1,107.05	900.00	207.05	123.0%
Total 41000 · Loan Interest	1,436.72	1,500.00	(63.28)	95.8%
42000 · Investments				
42010 · Interest-Savings, Short-term CD	1,917.31	15,000.00	(13,082.69)	12.8%
Total 42000 · Investments	1,917.31	15,000.00	(13,082.69)	12.8%
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	175,166.66	752,300.00	(577,133.34)	23.3%
Expense				
63000 · Development				
63025 · Facade Grants	60,406.25	0.00	60,406.25	100.0%
63030 · Contractual Services	554,329.44	711,551.00	(157,221.56)	77.9%
63035 · EGLE Allen Place Grant Contract	9,459.73	0.00	9,459.73	100.0%
63050 · Insurance & Bonds	13,388.55	21,321.00	(7,932.45)	62.8%
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	15,944.08			
63080 · Bank Fees	67.95	800.00	(732.05)	8.5%
Total 63000 · Development	654,329.04	752,300.00	(97,970.96)	87.0%
64000 · EDC Business Incubator				
64005 · Bank Fees	30.00	0.00	30.00	100.0%
Total 64000 · EDC Business Incubator	30.00	0.00	30.00	100.0%
Total Expense	654,359.04	752,300.00	(97,940.96)	87.0%
Net Ordinary Income	(479,192.38)	0.00	(479,192.38)	100.0%
Net Income	**(479,192.38)**	**0.00**	**(479,192.38)**	**100.0%**

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CONTRACT BETWEEN
THE LANSING ECONOMIC DEVELOPMENT CORPORATION
AND
THE CITY OF LANSING
(2021-2022)

THIS CONTRACT, entered into this __st day of June 2021 effective from July 1, 2021 through June 30, 2022 by and between the City of Lansing, a Michigan municipal corporation (the "City") and the Economic Development Corporation of the City of Lansing, a non-profit corporation organized and existing under the laws of the State of Michigan (the "Contractor"). The Contractor is the exclusive and independent employer of its employees, if any.

WITNESSETH THAT:

WHEREAS, the City desires to engage the Contractor to perform certain services and activities; and

WHEREAS, the Contractor represents that it will perform such services and activities 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; and

WHEREAS, the City and Contractor expressly agree that such services may be subcontracted to the Lansing Economic Area Partnership ("LEAP").

NOW, THEREFORE, the City and the Contractor do mutually agree as follows:

1. Scope of Work

Introduction:

The LEDC will provide via this contract economic development services to the City. These services include assisting with business expansion, retention and attraction along with facilitating real estate and place-based development projects in the City. In addition, LEDC through its agreement with LEAP will provide for assistance to the West Saginaw and East Michigan Corridor Improvement Authorities' phase toward self-management while also continuing the planning work for CIAs (as defined below) on N. Grand River Ave and S. MLK Blvd. LEDC through its agreement with LEAP will also promote investment into the City's Opportunity Zones and manage the City Façade Improvement Program. To support and ensure that these efforts will be successful The LEDC will also provide complex and critical administrative services to the Tax Increment Financing Authority (TIFA) and Lansing Brownfield Redevelopment Authority (LBRA). These administrative tasks are vital to economic development operations in Lansing and must be performed correctly and smoothly, every day, week, month and year. These tasks include the financial coordination to make sure all active brownfield plans both past and present are properly analyzed and submitted for accurate reimbursements from the city's Dept. of Treasury. In addition, there is the monitoring of the LEDC loan re-payments and budgeting for all three Boards, audits or audit participation, agendas, minutes, proper meeting postings, monthly financials, are all examples of the in depth

and continuous administrative work provided under this Contract. EPA, MDEQ, EDA and other grant and loans are further examples of major responsibility that must continuously be monitored. The State of Michigan continues to require more annual reporting and the LEDC will continue to meet these demands. The work the LEDC will perform is critical and must always be performed to a high standard to avoid problems that could derail current and future economic development successes. Overall, this important administrative work will continue to provide a strong and secure foundation for an excellent economic development program that the City can take pride in.

Scope of Work Details (City Project)

A. Lansing Real Estate and Place Development

Preparing, marketing and facilitating the development of land and buildings in the City of Lansing including contaminated, blighted, functionally obsolete and surplus properties.

B. LBRA Plans, Grants, Loans, Acct. Admin & Board Management

Managing and conducting all the responsibilities, tasks, and functions of the Lansing Brownfield Redevelopment Authority.

C. Lansing Business Retention and Expansion

Assisting Lansing businesses with expansion and relocation including making business retention calls to determine and meet their needs to remain strong and profitable.

D. LEDC CDBG-CV Lansing CARES - Loan Program

The implementation and management of CBDG funded Lansing CARES Small Business Assistance Program offering financial and technical assistance to for-profit businesses serving low to moderate income neighborhoods in Lansing.

E. LEDC Management and Administration

Managing and conducting all the responsibilities, tasks, and functions of the Lansing Economic Development Corporation.

F. General Administrative Services

Perform all general administrative duties and tasks to fulfill the LEDC/LEAP contract for services.

G. Lansing Minority (BIPOC) Business Outreach

Specific and deliberate marketing, promotion, programing, and technical assistance to the Lansing Black Indigenous and People of Color (BIPOC) business community.

H. Lansing Covid-19 Small Business Assistance/Business Recovery

Participation and implementation in Lansing of all Federal, State and Local funding Covid-19 related grant and loan programs.

I. General Economic Development Services and Activities

Day to day and general economic development activities necessary to assist and conduct economic development in the City of Lansing.

J. Lansing Business Attraction

Marketing, Promoting and Assisting with the attraction and location of Businesses to the City of Lansing.

K. Lansing TIFA Management and Administration

Managing and conducting all the responsibilities, tasks, and functions of the Lansing Tax Increment Financing Authority.

L. Lansing Façade Improvement Program

Promoting, Implementing and Managing the Lansing Façade Improvement Program.

M. Lansing Corridor Improvement Authorities

Creating, Developing and Assisting the East Michigan, West Saginaw, South MLK and N. Grand River Corridor Improvement Authorities.

N. Lansing Development Projects Audits, Policy & Analysis

Review and auditing of completed development projects, creating, and applying economic incentive policies, reporting and documentation of successfully completed LEDC/City projects.

2. Time of Performance

The time of the performance under this Contract shall be from July 1, 2021 to June 30, 2022. In no event shall this contract extend beyond June 30, 2022, 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 Contractor shall continue to perform services and activities until the Contract expires.

3. Compensation and Method of Payment for LEDC Contract Services

A) As full compensation for the Contractor's satisfactory performance under and completion of this Contract, the City shall pay the Contractor the amount of Three Hundred Thousand and 00/100 ($300,000.00) Dollars on July 1, 2019.

B) It is expressly understood by and between the City and Contractor that except as provided in subparagraph (E) below, in no event shall the total compensation and reimbursement, if any, to be paid to the Contractor pursuant to this Contract, exceed the maximum sum of Three Hundred Thousand and 00/100 dollars ($300,000.00).

C) The Contractor agrees to provide any additional money, services and/or physical resources which may be required to complete its performance under this Contract.

D) The Contractor agrees to request payment on an invoice or as otherwise mutually agreeable between the City Finance Department and the Contractor.

E) If the City desires additional services on any specific project or issue that is outside the scope of this Contract, the City may hire the Contractor for an additional agreed upon rate.

4. 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. The City further makes no implied or expressed guarantee that it will not terminate this Contract pursuant to the terms and conditions of Paragraph 22.

5. Finance Procedures

A) The Contractor must have in place generally accepted accounting practices (GAAP) through the agency's internal structure or through services provided by the City of Lansing. To allow the Contractor to meet GAAP standards the City commits to providing all necessary accounting information to the Contractor in a timely manner per GAAP standards.

B) Suspension of Funding: The City Finance Director ("Finance Director"), in its sole discretion, has the authority to suspend, reduce or disallow any payment(s) of funds to the Contractor included in Paragraph 3, notwithstanding any other provision of the Contract, upon written notice to the Contractor when: the internal fiscal controls and records established pursuant to Paragraph 3 and Paragraph 4 are changed without the Finance

Director's approval; or, where in the opinion of the Finance Director, there is a reasonable likelihood that funds may be misused, misappropriated, or spent for an ineligible purpose as defined within this Contract.

1. Any unearned payments under this Contract may be suspended by the Finance Director upon the Contractor's refusal to accept and comply with any additional conditions or requirements of the City.

2. Any unearned payments under this Contract may be suspended or reduced if the funding sources for this Contract are reduced or suspended or terminated for any reason.

6. Contract Modifications

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

7. Contractor's Failure of Performance

A) The failure of the Contractor to provide any work or services required by this Contract in a satisfactory and timely manner shall be a material breach of the Contract.

1. The City in its sole discretion shall determine whether the work is satisfactorily completed.

2. In the event the City determines the work or services provided under this Contract have not been performed in a timely or satisfactory manner, the City shall notify the Contractor and allow Contractor ten (10) days to cure or provide a corrective action plan for any such failure to perform work or services in a timely and satisfactory manner.

3. In the event that Contractor fails to provide a corrective action plan or cure the unsatisfactory or untimely work or performance, the City may take any other action permitted by law or this Contract, including but not limited to Contract termination.

B) Reduction of Compensation by the City of Lansing:

In the event the Contractor fails to perform, in a timely and proper manner any of the services or activities required under this Contract, the City may, in its sole discretion, reduce or modify the compensation payable hereunder to the Contractor in a manner which appropriately reflects such reduction or diminution of services or activities.

C) Termination by the City of Lansing:

1. In the event the Contractor fails to fulfill in a timely and proper manner any of the terms, conditions, or obligations of this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of the Contract, the City shall notify the Contractor and allow Contractor ten (10) days to cure or provide a corrective action plan for any such failure or violation. In the event that Contractor fails to cure or provide a corrective action plan after receiving the notice described above, the Mayor of the City of Lansing, in the Mayor's sole discretion may terminate this Contract with no further liability to the Contractor beyond that expressly provided for within Paragraph 7 herein.

2. In the event this Contract is terminated:

   a) All data, documents, drawings, maps, models, photographs, reports, studies and surveys which have been or were prepared by the Contractor with City funds pursuant to the Contract, become the property of the City; and

   b) The Contractor shall receive just and equitable compensation for any work which the Contractor satisfactorily completed pursuant to this Contract, subject to (3) (b) below.

3. It is agreed that nothing contained herein shall:

   a) Deprive the City of any additional rights or remedies, either at law or equity, or under the terms, conditions, obligations, covenants, agreements, and stipulations of this Contract, which they may respectively assert against the Contractor upon failure to fulfill any of the terms, conditions, obligations, covenants, agreements or stipulations of this Contract; or

   b) Relieve the Contractor of any liability to the City for any damages sustained by the City as a result of any breach of Contract by the Contractor; and if it sustains such damages, the City may withhold, as a set off, any payments due the Contractor until such time as an exact amount of damages sustained by the City is properly and legally determined.

8. Reports and Information

A) Financial Records and Reports:

The Contractor agrees to make and maintain adequate financial records in a form satisfactory to the Finance Director. Such financial records and reports shall reflect all costs and expenses incurred in performing this agreement and records of the use of all consideration received pursuant to this agreement.

Financial records and reports of the Contractor shall conform with the "City of Lansing Standard Operating Procedures for City Support Agencies" to be made available to the Contractor by the Finance Director, which manual is hereby incorporated by reference herein, and further the Contractor acknowledges and agrees that said "City of Lansing Standard Operating Procedures for City Supported Agencies" is available for use by the Contractor and the Contractor shall have the duty to be fully familiar with said manual.

B) Equal Employment Opportunity Provisions:

Pursuant to Chapter 1-302.1 of the Lansing City Charter, the Contractor 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 Contractor further agrees that all subcontractors or other agreements entered into pursuant to this Contract shall obligate any Beneficiaries of this Contract to adhere to the same equal opportunity provisions noted above.

The Contractor and any subcontractors 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. Eligible Costs of the Contractor

Under this Contract, all costs incurred and expenditures made pursuant to this Contract shall be fully documented and shall be in conformance with any limitations or exclusions of applicable Federal, State and local laws, rules, regulations and conditions mandated by the City.

10. Records and Documentation

A) The Contractor shall establish and maintain all necessary records concerning any matter covered by this Contract which, from time to time, may be requested by the City.

B) Unless otherwise expressly authorized by the City, the Contractor shall maintain all records related to this Contract, including financial records and accounts for a period of three (3) years after receipt of final payment under this Contract.

C) If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained by the Contractor until all

litigation, claim or audit findings involving the records have been resolved.

11. Audits and Inspections

A) At any time during normal business hours and as often as the City may deem necessary to ensure proper accountability for all project funds, the Contractor shall:

1. Make available to the City all checks, payrolls, time records, invoices, Contract vouchers, orders and other data, information and material concerning any matter covered by this Contract; and

2. Permit the City to audit, examine, excerpt, or transcribe all checks, vouchers, orders or other data, information and material concerning any matter covered by this Contract; and

3. Allow the City to review such documents that are considered as backup to the operation of the Contractor, regardless of funding source; and

4. Make available to the City documentation supporting service reports.

12. Conflict of Interest

A) Conflict of interest is defined as: Contractor's officers, directors, and/or employees using position for a purpose that is or gives the appearance of being motivated by a desire for private financial gain for themselves or others, particularly those with whom they have family, business, or other ties.

B) Contractor covenants, to the best of its knowledge, that no such interest exists and no person having any conflicting interest in this Contract shall be employed for the purpose of performing the services and activities set forth in the Scope of Services section of the Contract or fulfilling the terms, conditions, obligations, covenants, agreements or stipulations of this Contract.

C) The Contractor shall establish safeguards to prohibit conflicts of interest as defined by 12.A. above.

13. Assignment and Transfer of Interest: Subcontracting

Except as provided in Section 23, the Contractor shall not assign or transfer, whether by assignment or novation, any interest in this Contract or subcontract any performance or portion thereof pursuant to this Contract without written consent of the City, provided however, that claims for money due or to come due the Contractor from the City pursuant to this Contract may be assigned or transferred to a bank, trust company, or other financial institution without such consent, and the Contractor shall promptly notify the City of any such assignment or transfer.

14. Lobbying and Political Activities

None of the money, compensation, reimbursement, funds, property or services provided, directly or indirectly, under, by or pursuant to this Contract shall be used for any partisan political activity or to further the election or defeat of any candidate for any public office, or propaganda designed to support or defeat any legislation pending before the Congress of the United States, the Michigan State Legislature, or the City Council of the City.

15. "Save Harmless" Clause

Contractor shall indemnify, defend, and hold the City harmless for all damages arising out of a claim a third party brings against the City that arises solely out of Contractor's negligent or intentional misconduct.

The City shall include in all Development agreements with third parties that those third parties must indemnify, defend, and hold harmless Contractor as well as the City, to the extent allowed by law.

16. Civil Rights

A) Contractor agrees that it will not discriminate as to provision of services pursuant to this agreement or as to hiring or terms or conditions of employment based on race, creed, color, religion, national origin, sex, handicap, marital status, height, weight or age. It will maintain written personnel rules, guidelines, practices, and terms and conditions of employment. The personnel rules established may be amended from time to time, as necessary. Contractor shall have in place its personnel policies with copies of any amendments made to them. A violation of this provision shall be a material breach of the Contract.

B) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, height, weight, marital status, sex, age, handicap, national origin, sexual orientation or gender preference.

C) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part.

17. City Charter

It is clearly understood that nothing contained in the Contract shall deprive the City of Lansing of any rights that it may exercise by virtue of the provisions of the Charter of the City.

18. Severability of Provisions

If any clauses, sections, provisions or parts of this Contract are held invalid or if

any portion of any clause, section, provision or part of the Contract is held invalid, the remainder of this Contract shall continue to be enforceable as written. Unless otherwise specified in the Contract, all notices, duties or rights of the City shall be exercised by and through this Contract as specified in this herein.

19. Waiver

The failure of the City to demand compliance with any term of this Contract or to take action when this Contract is breached in any way shall not be considered a waiver of that Contractual requirement thereafter nor the City's right of action for the breach of that term.

20. Insurance and Bonds

In addition to any other insurance and bonding requirements of this Contract the Contractor shall maintain at least the following insurance coverage: Worker's compensation and unemployment compensation that meet minimal State of Michigan statutory requirements, if required by law.

21. Disclosure of Confidential Material

All reports, data, information, statements, forecasts, records, and so forth, assembled, constructed or prepared pursuant to or as a consequence of this Contract are subject to all Federal and Michigan laws and regulations governing the disclosure of "public, client and medical, or other records" subject to certain exemptions from disclosure under the circumstances expressly authorized by the above laws and regulations.

22. Termination and Parties' Election

The City may, upon sixty (60) days written notice to the Contractor, with or without cause, terminate this agreement and all of the City's obligations hereunder, including any obligations to provide financial assistance. The City may exercise its rights pursuant to this provision regardless of whether the Contractor is in default of any condition or obligation under this Contract. Once the City has provided written notice to the Contractor, the City shall not be obligated to supply financial assistance in any amount greater than the average monthly payment to the Contractor over the preceding months of this agreement. Average monthly payment, for purpose of this section, shall be determined by totaling the City's contribution from the inception of the Contract until the time notice is provided and divide the number of funded months (or any fraction thereof) by the amount of monies expended over such period. The City may also compensate in excess of the average monthly payment upon receiving documentation that warrants such action.

23. Subcontracting

The Contractor may subcontract to LEAP some or all of the responsibilities set forth in Section 1, scope of services. Any such subcontract must provide substantially the same terms as this Contract and provide that it can be terminated by the LEDC under the same terms as Section #22.

24. Applicable Law

This Agreement will be governed by the laws of the State of Michigan.

[Signatures on the following page.]

Attest:

_____

_____

City of Lansing

BY: _____
Andy Schor, Mayor

Witness:

_____

_____

Lansing Economic Development Corp.

BY: _____
Calvin Jones, LEDC Chair

Approved as to form only:

_____
City Attorney

Certification as to availability of funds & Account Number:

Account #101.966000.991280.000000

LEDC Contract Amount: $300,000.00

_____
Finance Director

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

THIS CONTRACT, entered into this _ day of ___ 2021 effective from January 1st, 2022 through December 31, 2022 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 throughout the city of 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 in the city of 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 $175,000 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 January 1st, 2022 to December 31, 2022. In no event shall this contract extend beyond December 31, 2022, 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 SEVENTY-FIVE THOUSAND NO/100 ($175,000.00) DOLLARS.

To be paid in the amount of $175,000.00 on January 1st, 2022. The grant funds will be used as follows.

a) Not less than 97% or $169,750 for eligible Façade Improvements or Design Assistance.
b) Up to 3% or $5,250 for Marketing and Promotion of the program

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, Mayor

Witness:

_____

_____

Lansing Economic Development Corp.

BY: _____
Calvin Jones, LEDC Chair

Approved as to form only:

_____
City Attorney

Certification as to availability of funds & account number:

Account #101.834101.960095.000000

Facade Improvement Grant Funds: $175,000

_____
Robert Widigan, Finance Director

DRAFT CONTRACT BETWEEN THE
LANSING ECONOMIC DEVELOPMENT CORPORATION
AND
THE LANSING ECONOMIC AREA PARTNERSHIP, INC.
(2021 - 2022)

THIS CONTRACT (the "Contract"), entered into this __st day of June 2021, is effective from July 1, 2021 ("Effective Date") through June 30, 2022, by and between the Lansing Economic Area Partnership, Inc. (LEAP), a Michigan 501(c)(6) non-profit corporation (the "Contractor") and the Economic Development Corporation of the City of Lansing, a non-profit corporation organized and existing under the laws of the State of Michigan (the "LEDC"). The Contractor is the exclusive and independent employer of its employees.

WITNESSETH THAT:

WHEREAS, the LEDC desires to engage the Contractor to perform certain economic development services and activities as established in this Contract; and

WHEREAS, the Contractor represents and agrees that it will perform such services and activities 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 LEDC Board of Directors ("LEDC Board"); and

WHEREAS, the Contractor and the LEDC wish to memorialize in writing the terms under which the Contractor will perform those certain services when projects arise within the municipal boundaries of the City of Lansing or when projects are brought to the Contractor's attention by the LEDC, Tax Increment Finance Authority (TIFA), Lansing Brownfield Redevelopment Authority (LBRA), Corridor Improvement Authorities (CIAs) or Lansing Regional SmartZone (LRSmartZone) (as defined below) ("LEDC Project"); and

WHEREAS, the LEDC acknowledges that LEAP serves the entire Tri-County Region (consisting of Ingham, Eaton, and Clinton Counties), including other governmental and/or quasi-governmental entities, and pursues the needs and wishes of businesses and prospects on behalf of the region subject to the conflict of interest provisions in section 12; and

WHEREAS, the LEDC acknowledges the LEAP President and CEO as "Contract Administrator," and the Contract Administrator will exclusively and at his sole discretion, direct and assign all LEAP staff to perform all tasks and duties necessary to complete the Contract's scope of work; and

WHEREAS, the LEDC acknowledges any additional tasks and duties the LEDC requests LEAP to perform while this Contract is in effect that are outside this Contract's scope of work must be pre-approved by the LEAP President and CEO; and

WHEREAS, both the LEDC and Contractor acknowledge that for all matters related to this Contract each will abide by, cooperate on, and respect each other's need for confidentiality, as decided on by the LEAP President and CEO in accordance with this Contract, while working to complete the Contract's scope of work; and

WHEREAS, the Contractor acknowledges the City of Lansing, Michigan ("City"), is the only intended third-party beneficiary of this Contract.

NOW, THEREFORE, the LEDC and the Contractor do mutually agree to the recitals above and as follows:

1. Scope of Work

Introduction:

LEAP will provide via this contract economic development services to the LEDC in accordance with the policies, procedures and requirements which have been or, from time to time, may be prescribed by the LEDC Board. These services include assisting with business expansion, retention and attraction along with facilitating real estate and place-based development projects in the City. In addition, LEAP will assist the West Saginaw and East Michigan Corridor Improvement Authorities' phase toward self-management while also continuing the planning work for CIAs (as defined below) on N. Grand River Ave and S. MLK Blvd. LEAP will also promote investment into the City's Opportunity Zones and manage the City Façade Improvement Program. These efforts will include provision of administrative services to the LEDC, Tax Increment Financing Authority (TIFA) and Lansing Brownfield Redevelopment Authority (LBRA), the financial coordination of brownfield plans, both past and present, submitted for reimbursement from the City's Dept. of Treasury, the monitoring of LEDC loan re-payments, budgeting for all three entities, audits or audit participation, agendas, minutes, and proper meeting postings. The State of Michigan continues to require more annual reporting and LEAP will continue to work with the City Administration to provide required reporting.

Contractor Leads and Roles

Role	Contact	Title
Contract Administrator: Lead for Contract Fulfillment, Project and Staff Assignments	Robert L. Trezise Jr.	President and CEO LEAP
Contractor Representative: LEDC and City of Lansing Contact	Karl Dorshimer	Vice President of Economic Development LEAP

The Contract Administrator will exclusively and at his sole discretion, direct and assign all LEAP staff to perform all tasks and duties to complete the Contract's scope of work.

The Contractor Representative will oversee day-to-day implementation of the Contract by LEAP staff and, along with the Contract Administrator, be the direct and main point of contact for the LEDC or the City of Lansing Administration on behalf of the LEDC. The LEDC and the City of Lansing Administration may directly contact Contractor or its staff regarding operations and matters pursuant to this Contract, however, LEDC and City of Lansing Administration shall not make requests to change the scope of work to any staff of the Contractor other than the Contract Administrator.

Requests for changes to the contract are allowable under the "Contract Modifications" section of this Contract.

Scope of Work Details (LEDC Project)

A. Lansing Real Estate and Place Development

Preparing, marketing and facilitating the development of land and buildings in the City of Lansing including contaminated, blighted, functionally obsolete and surplus properties.

B. LBRA Plans, Grants, Loans, Acct. Admin & Board Management

Managing and conducting all the responsibilities, tasks, and functions of the Lansing Brownfield Redevelopment Authority.

C. Lansing Business Retention and Expansion

Assisting Lansing businesses with expansion and relocation including making business retention calls to determine and meet their needs to remain strong and profitable.

D. LEDC CDBG-CV Lansing CARES - Loan Program

The implementation and management of CBDG funded Lansing CARES Small Business Assistance Program offering financial and technical assistance to for-profit businesses serving low to moderate income neighborhoods in Lansing.

E. LEDC Management and Administration

Managing and conducting all the responsibilities, tasks, and functions of the Lansing Economic Development Corporation.

F. General Administrative Services

Perform all general administrative duties and tasks to fulfill the LEDC/LEAP contract for services.

G. Lansing Minority (BIPOC) Business Outreach

Specific and deliberate marketing, promotion, programing, and technical assistance to the Lansing Black Indigenous and People of Color (BIPOC) business community.

H. Lansing Covid-19 Small Business Assistance/Business Recovery

Participation and implementation in Lansing of all Federal, State and Local funding Covid-19 related grant and loan programs.

I. General Economic Development Services and Activities

Day to day and general economic development activities necessary to assist and conduct economic development in the City of Lansing.

J. Lansing Business Attraction

Marketing, Promoting and Assisting with the attraction and location of Businesses to the City of Lansing.

K. Lansing TIFA Management and Administration

Managing and conducting all the responsibilities, tasks, and functions of the Lansing Tax Increment Financing Authority.

L. Lansing Façade Improvement Program

Promoting, Implementing and Managing the Lansing Façade Improvement Program.

M. Lansing Corridor Improvement Authorities

Creating, Developing and Assisting the East Michigan, West Saginaw, South MLK and N. Grand River Corridor Improvement Authorities.

N. Lansing Development Projects Audits, Policy & Analysis

Review and auditing of completed development projects, creating, and applying economic incentive policies, reporting and documentation of successfully completed LEDC/City projects.

2. Time of Performance

The time of the performance under this Contract shall be from July 1, 2021 to June 30, 2022. In no event shall this Contract extend beyond June 30, 2022, 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 Contractor shall continue to perform services and activities until the Contract expires.

3. Compensation and Method of Payment for LEDC Contract Services

A. As full compensation for the Contractor's satisfactory performance under and completion of this Contract, the LEDC shall pay the Contractor the amount of $520,000.

From the following sources:

1. $300,000 from LEDC General Fund to be used for all activities performed under this Contract.
2. A maximum of $220,000 from the total collective Admin Tax Capture from the LBRA and TIFA, but only to the extent such Admin Tax Capture is collected on behalf of the LBRA and TIFA during the Time of Performance of this Contract, with the following requirements and condition:
   a. Admin Tax Capture from the LBRA paid to the Contractor must be used for activities performed under this Contract specifically related to administration of the LBRA;
   b. Admin Tax Capture from the TIFA paid to the Contractor must be used for activities performed under this Contract specifically related to administration of the TIFA;
   c. In the event the projected tax revenues to the LBRA or TIFA are expected to be insufficient to provide full payment to LEAP under this Contract, LEAP shall have the right to reduce services and staffing on a commensurate level, as determined by the Contract Administrator.

To be paid:

1. $260,000 on July 1, 2021;
2. $260,000 on January 1, 2022

B. It is expressly understood by and between the LEDC and Contractor that except as provided in subparagraph (C) below, the total compensation and reimbursement, if any, to be paid to the Contractor pursuant to this Contract shall be $520,000; notwithstanding the prior sentence, LEDC (via the LEDC Board) retain all rights to limit payments to Contractor as this Contract permits.

C. LEDC agrees that all application and processing fees normally charged by the LEDC shall be invoiced, collected and received by the Contractor as

payment for services rendered, in addition to the compensation described in subparagraph A above.

D. The Contractor agrees to provide all physical resources (e.g., office furniture) and employees that may be required to perform under this Contract.

E. The Contractor agrees to request payment on an invoice or as otherwise mutually agreeable between the LEDC and the Contractor.

The LEDC Board (or individuals it designates) and City will have access to all LEAP-controlled LEDC files, documents, and accounts to carry out any required tasks this Contract requires, as applicable law requires as to the LEDC, and as the LEDC Board otherwise determines to be appropriate.

G. If the LEDC Board desires additional services on any specific project or issue that is outside the scope of this Contract, the LEDC Board may hire Contractor for an additional agreed upon rate.

4. Continued Funding

The City and LEDC make no implied or explicit guarantee, offer or representation of future funding from the LEDC beyond the termination of this Contract. The LEDC further makes no implied or expressed guarantee that it will not terminate this Contract pursuant to the terms and conditions of Paragraph 24.

5. Finance Procedures

A. The Contractor must have in place generally accepted accounting practices (GAAP) through the Contractor's internal structure or through services provided by the City of Lansing. In order for the Contractor to meet GAAP standards, the LEDC acknowledges the City of Lansing must provide all necessary accounting information in a timely manner per GAAP standards.

B. Suspension of Funding: The LEDC Board, in its sole discretion, has the authority to suspend, reduce or disallow any payment(s) of funds to the Contractor included in Paragraph 3, notwithstanding any other provision of the Contract, upon written notice to the Contractor when: the internal fiscal controls and recordkeeping established pursuant to Paragraph 3, 5, 8 or 10 are changed without the LEDC Board's approval; or, where in the opinion of the LEDC Board, there is a reasonable likelihood that funds may be misused, misappropriated, or spent for an ineligible purpose.

Any unearned payments under this Contract may be suspended or reduced if the funding sources for this Contract are reduced, suspended, or terminated for any reason.

6. Contract Modifications

The LEDC Board, from time to time, may expand, diminish or otherwise modify the project objectives, scope of services, or any other Contract provision related thereto, which the Contractor is required to perform. However, those modifications are only binding if they are mutually agreed upon by the LEDC Board and the Contractor and incorporated into a written amendment to this Contract after approval by the LEDC and Contractor.

Furthermore, the LEDC acknowledges any additional tasks and duties the LEDC requests LEAP to perform while this Contract is in effect that are outside this Contract's scope of work must be pre-approved by the Contract Administrator.

7. Failure of Performance

A. The failure of the Contractor to provide any work, services, or other obligations of Contractor required by this Contract in a satisfactory and timely manner shall be a material breach of the Contract. The failure of LEDC to provide payment or any other obligations of LEDC required by this Contract in a timely manner shall be a material breach of this Contract.

1. The LEDC Board in its sole discretion shall determine whether the work is satisfactorily completed.

2. In the event the LEDC Board determines the work, services, or other obligations of Contractor provided pursuant to this Contract have not been performed in a timely or satisfactory manner, the LEDC Board Chairman (or his or her designee) shall notify the Contractor and allow Contractor ten (10) days to cure or provide a corrective action plan for any such failure to perform work or services in a timely and satisfactory manner. In the event LEDC does not make timely payment or meet its other obligations under this Contract, Contractor shall notify LEDC Board and allow the LEDC Board ten (10) days to cure or provide a corrective action plan for any such failure.

3. In the event that Contractor fails to provide a corrective action plan or cure the unsatisfactory or untimely work or performance within ten (10) days after receiving notice under subparagraph (2) above, the LEDC Board may take any other action permitted by law or this Contract, including but not limited to, termination of this Contract. In the event the LEDC does not provide timely payment or provide a corrective action plan within ten (10) days after receiving notice under subparagraph (2) above, the Contractor may take any other action permitted by law or this Contract.

B. Reduction of Compensation by the LEDC Board:

In the event the Contractor fails to perform, in a timely and satisfactory manner any of the services or activities required under this Contract, the LEDC Board may, in its sole discretion, reduce or modify the compensation payable hereunder to the Contractor in a manner which appropriately

reflects such reduction or diminution of services or activities.

C. Termination for Material Breach:

1. In the event either party materially breaches this Contract, or if either party materially violates any of the covenants, agreements, or stipulations of the Contract, the non-breaching party after giving notice and an opportunity to cure as required by Section 7.A.2 above, may terminate this Contract with no further liability to the breaching party beyond liabilities that arose prior to the date of termination or as expressly provided for within Paragraph 7 herein.

2. In the event this Contract is terminated under this Section 7 or under Section 24:

a. LEAP will promptly return to the LEDC all of its Confidential Information (defined below); all of the LEDC's records, data, information and material; and all data, documents, drawings, maps, models, photographs, reports, studies, surveys, and other materials which have been or were prepared by the Contractor with LEDC funds pursuant to the Contract. All such items are LEDC property.

b. The Contractor shall receive just and equitable compensation for any work which the Contractor satisfactorily completed pursuant to this Contract before termination for which Contractor has not been paid, which will not exceed an amount equal to $520,000 multiplied by the number of days from the Effective Date through the termination date divided by 365. If the LEDC has paid more than the lesser of such just and equitable compensation or such maximum amount to the Contractor under this Contract, the Contractor will promptly repay the excess amount to the LEDC.

c. The parties' respective obligations that accrued before the termination of this Contract will survive the termination, as will the following sections of this Agreement: 7, 10, 11, 14, 16, and 22.

3. The remedies in this Section 7 are cumulative. It is agreed that nothing contained herein shall:

a. Deprive either the LEDC, LEDC Board, or Contractor of any additional rights or remedies, either at law or equity, or under the terms, conditions, obligations, covenants, agreements, and stipulations of this Contract, which they may respectively assert against the other party upon failure to fulfill any of the terms, conditions, obligations, covenants, agreements or stipulations of this Contract; or

b. Relieve either party of any liability to the non-breaching party for any damages sustained by the non-breaching party as a result of any breach of Contract by the breaching party.

8. Reports and Information

A. Financial Records and Reports:

The Contractor agrees to make and maintain adequate financial records in a form satisfactory to the City Finance Director. Such financial records and reports shall reflect all costs and expenses incurred in performing this agreement and records of the use of all consideration received pursuant to this agreement.

Financial records and reports of the Contractor shall conform with the "City of Lansing Standard Operating Procedures for City Support Agencies" to be made available to the Contractor by the City Finance Director, which manual is hereby incorporated by reference herein, and further the Contractor acknowledges and agrees that said "City of Lansing Standard Operating Procedures for City Supported Agencies" is available for use by the Contractor and the Contractor shall have the duty to be fully familiar with said manual.

B. Equal Employment Opportunity Provisions:

Pursuant to Section 1-302.1 of the Lansing City Charter, the Contractor 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 Contractor further agrees that all subcontractors or other agreements entered into pursuant to this Contract shall obligate any
Beneficiaries of this Contract to adhere to the same equal opportunity provisions noted above.

The Contractor and any subcontractors 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. Eligible Costs of the Contractor

Under this Contract, all costs incurred, and expenditures made pursuant to this Contract shall be fully documented and shall be in conformance with any limitations or exclusions of applicable Federal, State and local laws, rules,

regulations and conditions mandated by the City. The Contractor will not be reimbursed for costs in excess of the total compensation and reimbursement provided for in Section 3.B., as limited by this Contract.

10. Records and Documentation

A. The Contractor shall establish and maintain all necessary records concerning any matter covered by this Contract which, from time to time, may be requested by the City or LEDC.

B. Unless otherwise expressly authorized by the City, the Contractor shall maintain all records related to this Contract, including financial records and accounts for a period of the longer of (1) three (3) years after receipt of final payment under this Contract, and (2) the period of time required by any general or specific record retention and disposal schedule or other record retention policy that would apply to that record if in the possession of the LEDC or the City.

C. If any litigation, claim or audit is started before the expiration of the applicable retention period above, the records shall be retained by the Contractor until all litigation, claims, or audit findings involving the records have been resolved.

D. If the contractor is served with a notice to preserve records by the City due to ongoing or threatened litigation, it will preserve such records and require the same of its subcontractors until the City Law Department releases such notice.

11. Audits and Inspections

A. Upon two (2) business days' written notice, and at any time during normal business hours and as often as the LEDC Board may deem necessary to ensure proper accountability for all project funds, the Contractor shall:

1. Make available to the LEDC Board (or its designee) or City, all checks, payrolls, time records, invoices, contract vouchers, orders and other records, data, information and material concerning any matter covered by this Contract; and

2. Permit the LEDC Board (or its designee) or City to audit, examine, excerpt, or transcribe all checks, vouchers, orders or other records, data, information and material concerning any matter covered by this Contract; and

3. Allow the LEDC Board (or its designee) or City to review such documents that are considered as backup to the operation of the Contractor, other than confidential project information or operations not related to this Contract, regardless of funding source; and

4. Make available to the LEDC or City documentation supporting

service reports.

B. The City of Lansing and/or LEDC/TIFA/LBRA/LRSmartZone are fully responsible for payment of any full, annual audit as required by the City.

12. Conflict of Interest

A. Conflict of Interest is defined as: LEAP corporate, its officers, directors and/or employees using positions for a purpose that is or gives the appearance of being motivated by a desire for private financial gain for themselves or others, particularly those with whom they have family, business, or other ties; and the competing interests of clients and members of LEAP other than the LEDC and City of Lansing, including but not limited to efforts to attract and/or retain business and development within the City of Lansing and Tri-County Region, however LEDC and City of Lansing agree that information provided by LEAP to a LEAP client during an initial site search for a potential business does not rise to the level of a competing interest Conflict of Interest.

B. Contractor covenants, to the best of Contractor's knowledge, that no such interest exists or will be allowed to exist and no person having any conflicting interest in this Contract shall be employed for the purpose of performing the services and activities set forth in the Scope of Services section of the Contract or fulfilling the terms, conditions, obligations, covenants, agreements or stipulations of this Contract.

C. The Contractor shall establish safeguards to prohibit conflicts of interest as defined by 12.A. above.

D. Before LEAP works with a local company's request for assistance in a site search, LEAP will properly notify any municipality in the Tri-County Region if and when a business intends on closing and leaving that home base municipality for either another municipality within the region or beyond the Tri-County Region.

E. In the event of any Conflict of Interest created by competing interests of LEAP clients or members, LEAP will promptly notify the LEDC and City of the existence of such Conflict, identifying the client (if permissible pursuant to any contracts between LEAP and the client) or member but no more details than are necessary to do so, and take steps to ensure that such Conflict is contained, including but not limited to: ensuring that no LEAP staff assigned fulfill tasks and duties pursuant to this Contract are also given tasks or duties to assist a competing LEAP client or member on the same matter, and ensuring that none of the funds described in § 3 above are used directly or indirectly to the benefit of a competing LEAP client or member, or for any purpose not explicitly listed in the Scope of Work of this Contract.

13. Assignment and Transfer of Interest: Subcontracting

The Contractor shall not assign or transfer, whether by assignment or novation, any interest in this Contract or subcontract any performance or portion thereof pursuant to this Contract without written consent of the LEDC Board, provided however, that claims for money due or to come due to the Contractor from the LEDC pursuant to this Contract may be assigned or transferred to a bank, trust company, or other financial institution without such consent, and the Contractor shall promptly notify the LEDC of any such assignment or transfer.

To the extent the LEDC has service contracts which will be in effect on July 1, 2021, the LEDC hereby assigns its interest in those contracts to Contractor. Contractor shall administer the contracts, but LEDC shall be responsible for payment on the contracts for the duration of this Contract.

14. Lobbying and Political Activities

None of the money, compensation, reimbursement, funds, property or services provided, directly or indirectly, under, by or pursuant to this Contract shall be used for any partisan political activity or to further the election or defeat of any candidate for any public office, or propaganda designed to support or defeat any legislation pending before the Congress of the United States, the Michigan State Legislature, or the City Council of the City.

15. Insurance of LEDC

LEDC/TIFA/LBRA/LRSmartZone/City shall be fully responsible for all of its insurance coverage, including but not limited to Directors' and Officers' Insurance. Contractor is responsible for all insurance coverage applicable to it, including Directors' and Officers' Insurance.

16. "Save Harmless" Clause

Contractor must indemnify and hold the LEDC (and LEDC Board) harmless for all damages and expenses (including reasonable attorneys' fees) arising out of a claim a third party brings against the LEDC (or LEDC Board) or the City to the extent it arises out of Contractor's breach of this Contract or negligent, intentional, or unlawful misconduct.

The LEDC must indemnify and hold Contractor harmless for all damages and expenses (including reasonable attorneys' fees) arising out of a claim a third party brings against the Contractor to the extent it arises out of the LEDC's breach of this Contract or negligent, intentional, or unlawful misconduct.

Additionally, the LEDC, the TIFA, the LBRA, CIAs and the LRSmartZone shall be solely liable for any claims arising out of decisions made by those entities, other than by employees of Contractor on such an entity's behalf. Contractor is solely responsible for any claims arising out of decisions it makes, including by its employees on behalf of another such entity.

17. Civil Rights

A. Contractor agrees that it will not discriminate as to provision of services pursuant to this Contract or as to hiring or terms or conditions of employment based on race, creed, color, religion, national origin, sex, handicap, marital status, height, weight or age. It will maintain written personnel rules, guidelines, practices, and terms and conditions of employment. The personnel rules established may be amended from time to time, as necessary. Contractor shall have in place its personnel policies with copies of any amendments made to them. A violation of this provision shall be a material breach of the Contract.

B. The Contractor shall, in all solicitations or advertisements for contracting or for employees placed by or on behalf of the Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, height, weight, marital status, sex, age, handicap, national origin, sexual orientation or gender preference.

C. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part.

18. City Charter

It is clearly understood that nothing contained in this Contract shall deprive the City of any rights that it may exercise by virtue of the provisions of the Charter of the City, or deprive the LEDC of any of the rights it may exercise by law.

19. Severability of Provisions

If any clauses, sections, provisions or parts of this Contract are held invalid or if any portion of any clause, section, provision or part of the Contract is held invalid, the remainder of this Contract shall continue to be enforceable as written.

20. Waiver

The failure of the LEDC to demand compliance with any term of this Contract or to take action when this Contract is breached in any way shall not be considered a waiver of that Contractual requirement thereafter nor the LEDC's right of action for the breach of that term.

21. Insurance and Bonds

In addition to any other insurance and bonding requirements of this Contract, the Contractor shall maintain at least the following insurance coverage: worker's compensation and unemployment compensation that meet minimal State of Michigan statutory requirements, if required by law.

22. Disclosure of Confidential Material

All reports, data, information, statements, forecasts, records, and so forth, assembled, constructed or prepared pursuant to or as a consequence of this Contract may be subject to all Federal and Michigan laws and regulations governing the

disclosure of "public, client and medical, or other records" subject to certain exemptions from disclosure under the circumstances expressly authorized by the above laws and regulations. The parties agree to comply with such laws, and notify each other in the event they are requested or ordered to comply.

Except for disclosures required by such laws or by other applicable law or court order, each party will only use or disclose the other party's Confidential Information to the extent necessary to perform or enforce this Contract or with the other party's consent. A party's "Confidential Information" includes the LEDC's and City's development strategies and in-progress development negotiations, as well as all information that the Contract Administrator reasonably determines to be sensitive or proprietary in nature, but excluding publicly-known information and information already known to the disclosing party at the time of disclosure. The Contract Administrator acknowledges that Confidential Information he receives as a result of this Contract may be useful to LEAP, or its members or clients, but affirms and agrees that neither he nor LEAP staff will share this Confidential Information with such members or clients, or any parties outside this Contract. A party will use at least reasonable care to protect the other party's Confidential Information.

23. City Department or Office

It is agreed by the parties hereto that the LEDC shall be responsible for the administration of this Contract, in coordination with the City.

24. Termination at Party's' Election

The LEDC Board or Contractor may, upon sixty (60) days written notice, with or without cause, for no reason or any reason, terminate this agreement and all of the terminating party's obligations hereunder, including any obligations to provide financial assistance or services. The LEDC Board, or Contractor may exercise its rights pursuant to this provision regardless of whether the Contractor or LEDC is in default of any condition or obligation under this Contract. The rules of Section 7.2.c. will apply to any termination under this Section 24.

25. LEAP Board Meetings

For the duration of this Contract, the LEDC Board Chair or their designee and the City shall be invited to all LEAP Board meetings.

Witness:

_____

_____

"CONTRACTOR"
Lansing Economic Area Partnership, Inc.

BY: _____
Robert L. Trezise, Jr. President & CEO

Date: _____

Witness:

_____

_____

"LEDC"
Lansing Economic Development Corp.

BY: _____
Calvin Jones, Chair

Date: _____

LANSING ECONOMIC DEVELOPMENT CORPORATION (LEDC)
FY2021/2022 BUDGET

Description	FY2019/2020 Amended Budget	FY 2020/2021 Adopted Budget	FY 2020/2021 Amended Budget	FY 2020/2021 Projected	FY 2021/2022 Proposed Budget
General Operating Income					
Brownfield Admin	153,118	161,880	180,385	180,385	224,293
City of Lansing Contract	300,000	-	-	-	300,000
Annual Issuer's Fees	15,000	26,845	72,675	72,675	49,850
TIFA Admin	158,450	147,025	150,000	150,000	150,000
Arts & Culture Contract	-	-	-	-	-
From/(To) Fund Balance	410,000	400,000	400,000	400,000	-
Façade Grant Contract	162,500	-	-	-	175,000
CDBG Revitalize, LLC	8,000	-	-	-	-
CDBG-CV/Lansing CARES		-	660,000	660,000	-
Allen Place EGLE Grant	850,000	-	-	-	-
City of Lansing ARP Funds	-	-	-	-	800,000
Loan Interest	600	1,500	1,500	1,500	1,172
Interest Income	18,000	15,000	15,000	15,000	3,000
Miscellaneous Revenue	50	50	50	50	50
Total General Operating Income	**2,075,718**	**752,300**	**1,479,610**	**1,479,610**	**1,703,365**

Description	FY2019/2020 Amended Budget	FY 2020/2021 Adopted Budget	FY 2020/2021 Amended Budget	FY 2020/2021 Projected	FY 2021/2022 Proposed Budget
General Operating Expenditures					
Depreciation	-	-	-	-	-
Arts & Culture Grants	-	-	-	-	-
Façade Grants	162,500	-	-	-	175,000
Contractual Services	611,776	711,551	778,861	778,861	673,929
Insurance & Bonds	20,142	21,321	21,321	21,321	21,960
Marketing, Promotions & Business Attraction	10,000	10,000	10,000	10,000	20,000
Travel & Conferences & Training	10,000	5,000	5,000	5,000	10,000
Miscellaneous Operating	2,900	3,628	3,628	3,628	1,876
CDBG Revitalize, LLC	8,000	-	-	-	-
CDBG-CV/Lansing CARES	-	-	660,000	660,000	
Allen Place EGLE Grant	850,000	-	-	-	-
LSBRP Rescue Fund	400,000	-	-	-	-
To/(From) Fund Balance	-	-	-	-	800,000
Bank Fees	400	800	800	800	600
Arts Council of Greater Lansing Strategic Plan	-	-	-	-	-
Total General Operating Expenses	**2,075,718**	**752,300**	**1,479,610**	**1,479,610**	**1,703,365**
Less Depreciation Expense					-
Total General Operating Expenses	**2,075,718**	**752,300**	**1,479,610**	**1,479,610**	**1,703,365**
Net Income	**(410,000)**	**(400,000)**		**(400,000)**	**800,000**
Add Back Depreciation Expense	**-**	**-**		**-**	**-**
Net Income	**(410,000)**	**(400,000)**		**(400,000)**	**800,000**

2021/2022 REVENUE DETAIL PROJECTED WORK SHEET
Lansing Economic Development Corporation

GENERAL OPERATING INCOME		Totals
40010 Brownfield Admin		224,293
40020 City of Lansing Contract		300,000
40040 Annual Issuer's Fee:		
Accident Fund Parking Ramp Recovery Bond	14,363	
Red Cedar Bond (from LBRA)	35,488	49,850
40050 TIFA Admin		150,000
40060 Arts & Culture Contract		-
Façade Grant Contract		175,000
40070 Fund Balance:		
To Fund Balance		
Economic Recovery Resource Developer Contract		
Other		-
City of Lansing ARP Funds		800,000
41000 Loan Interest:		
NEW Lansing Shuffleboard and Social Club	1,900	
41080 Sleepwalker Spirits & Ale	170	
41091 517 Coffee	1,002	1,172
42010 Interest Income		3,000
43000 Miscellaneous/Other Income		50
Total General Operating Income		**1,703,365**

GENERAL OPERATING EXPENSES		Totals
Façade Grants		175,000
63030 Contractual Services:		
Audit Fees (CMI/EPA Grants piggyback on City's Single audit)	-	
LEDC	13,100	
LBRA	-	
TIFA	-	
LDFA (Paid by LDFA under city single audit)	-	
LEAP-LEDC Contractual Services (Economic Development, Brownfield & TIFA Services for City)	520,000	
LEDC-City Contractual Services (Economic Recovery Resource Developer)		
CSH Accounting Services	29,844	
Legal Fees	30,000	
Contingency	80,985	673,929
63050 Insurance & Bonds:		
Auto Owners Liability Insurance (for Runway Programming	-	
LEDC Directors & Officer's Liability - Great American Ins. Co.	2,303	
LBRA Directors & Officer Liability	4,279	
TIFA Directors & Officer's Liability	2,652	
LEDC Miscellaneous Professional Liability - Travelers Casualty - $1M coverage	4,242	
LEDC Miscellaneous Professional Liability - Travelers Casualty - $1M coverage	4,242	
LEDC Miscellaneous Professional Liability - Travelers Casualty - $1M coverage	4,242	21,960
63055 Marketing, Promotions & Business Attraction		20,000
63056 Travel & Conferences & Training		10,000
63060 Miscellaneous Operating		
Records Management of Michigan Storage	1,876	
Equipment		
Other		1,876
Fund Balance		
To Fund Balance (ARP Funding)	800,000	800,000
65070 Bank fees		600
		-
Total General Operating Expense		**1,703,365**

Difference	0