



Board of Directors Meeting
Friday, July 9, 2021 – 8:30 AM

THIS MEETING WILL BE HELD ELECTRONICALLY*

Access the meeting via: <https://us02web.zoom.us/j/82140541382>

Webinar ID: 821 4054 1382; Dial In (301) 715-8592

**See attached Public Participation Notes.*

AGENDA

- 1) Call to Order / Rollcall / Meeting Process
- 2) Introduction of New Board Member
- 3) Approval of LEDC Board Meeting Minutes – Friday, June 4, 2021
- 4) Update on Financials
- 5) Approval of Economic Development Analysis Contract and Funding (ACTION)
 - a) Resolution approving Econ. Dev. Analysis Contract Between the LBA and LEDC
 - b) Resolution approving FY2021/2022 Budget Amendment for Econ. Analysis Study
- 6) Program Updates
 - a) Corridor Improvement Authorities
 - South Martin Luther King Jr. Blvd CIA – Fellowship Position
 - Saginaw Street CIA – Grant Application
 - b) Lansing CARES
 - c) Sunrise Grant Program – Ingham County
 - d) LEDC Site Committee
- 7) Project and Tour Updates
- 8) In-Person Meeting Update
- 9) Open Forum for LEDC Board Members
- 10) Other Business
- 11) Public Comment
- 12) Adjournment

PUBLIC PARTICIPATION NOTES

LEDC/LBRA/TIFA Meeting – 7/9/2021 8:30AM

Meeting Will Be Held Electronically Via Zoom Conferencing

Zoom Webinar ID: 821 4054 1382

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/82140541382>

Join by Telephone: Call in number: (301) 715-8592, Webinar ID: 821 4054 1382

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
Friday, June 4, 2021 – 8:30 AM
THIS MEETING WAS HELD ELECTRONICALLY*
Access the meeting via: <https://us02web.zoom.us/j/86284117798>
Webinar ID: 862 8411 7798; Dial In (301) 715-8592**

Members Present: Calvin Jones (Lansing, MI), Andrea Binoniemi (Holt, MI), Tom Muth (Lansing, MI), Blake Johnson (Grand Ledge, MI), Brian McGrain (Lansing, MI), Shelley Davis-Boyd (East Lansing, MI), Kim Coleman (Lansing, MI)

Members Absent: Tom Donaldson (excused)

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

Guests: Jason Hockstok, Christopher Stralkowski, Eric Helzer

Call to Order / Rollcall / Meeting Process

Chair Jones called the LEDC Board of Directors meeting to order at 8:33 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, May 7, 2021

MOTION: McGrain moved to approve the LEDC meeting minutes from the Friday, May 7, 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
Blake Johnson - yea
Brian McGrain - yea
Davis-Boyd – yea
Tom Muth - yea
Kim Coleman - yea

YEAS: Unanimous. Motion Carried.

Red Cedar Project Update

Dorshimer shared that Chair Jones requested an update on the Red Cedar Project at the last

meeting, so the developers were invited to this meeting. Jason Hockstok provided an update with pictures and drone footage of the current site. Jason invited the board to the site for tours in the next week or two. Member Muth commented on how good it looks and the progress that is being made. Member Coleman is looking forward to the site tour. Eric Helzer made a note about the different funding mechanism for the development and for the water treatment work. Christopher wanted to thank everyone for their participation and provided more details about the tour. Chair Jones shared his excitement for this project and thanked the developers for this work. Member Binoniemi is looking forward to the tour as well.

Update on Financials

Jennifer Abood Morris provided an update on the financials for April 30, 2021 for the EDC. Jennifer stated that the EDC received the first payment for the Lansing Cares and all loans are current.

Approval of FY2021/2022 Contracts between the LEDC & City of Lansing (Action)

2021/2022 LEDC & City of Lansing Economic Development Contract

Dorshimer provided a walkthrough of the contract and the scope of the work. Member McGrain shared that he supports the contract and the work that the LEAP staff does. Chair Jones wanted to thank LEAP for the collaborations we have had and for the ones to come. Member Muth wanted to share how much he appreciates this partnership with LEAP and the regional work that goes hand in hand.

MOTION: Johnson moved to approve the FY2021/2022 LEDC and City of Lansing Economic Development Contract, as presented. Motion seconded by Muth.

Klein took a roll call vote, record as:

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

YEAS: Unanimous. Motion Carried.

2021/2022 LEDC & City of Lansing Façade Improvement Program Contract

Dorshimer provided a walkthrough of the contract.

MOTION: Muth moved to approve the FY 2021/2022 LEDC and City of Lansing Façade Improvement Program Contract, as presented. Motion seconded by Davis-Boyd.

Klein took a roll call vote, record as:

Calvin Jones - yea
 Andrea Binoniemi - yea
 Blake Johnson - yea

Brian McGrain - yea
 Davis-Boyd – yea
 Tom Muth - yea
 Kim Coleman - yea

YEAS: Unanimous. Motion Carried.

Approval of FY2021/2022 Contract between the LEDC & LEAP (Action)

Dorshimer walked through the LEDC and the LEAP Contract. Chair Jones asked about the ERRD position which Dorshimer stated that it is a separate contract for that position.

MOTION: Coleman moved to approve the FY2021/2022 Contract between LEDC and LEAP, as presented. Motion seconded by Johnson.

Klein took a roll call vote, record as:

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

YEAS: Unanimous. Motion Carried.

Approval of FY2020/2021 LEDC Budget Amendment (Action)

Klein walked through the amendments to the current budget that are highlighted in orange. These changes involve brownfield admin increases, TIFA admin and the annual fees that were increased due to the Red Cedar project.

MOTION: Coleman moved to approve the FY2020/2021 LEDC Budget Amendment, as presented. Motion seconded by Davis-Boyd.

Klein took a roll call vote, record as:

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

YEAS: Unanimous. Motion Carried.

Approval of FY2021/2022 LEDC Budget (Action)

Dorshimer presented a diagram that visually showed the revenue sources and uses.

MOTION: Binoniemi moved to approve the FY2021/2022 LEDC Budget, as presented.
Motion seconded by Coleman.

Klein took a roll call vote, record as:

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

YEAS: Unanimous. Motion Carried.

Site Committee Update

Dorshimer provided an update on the site committee that has met a couple times since the last Board Meeting. They are making progress in looking into several properties within the city to help prepare and position them better into development. They will continue to meet and narrow down the sites to only a couple sites to move forward on.

Program Update

a) Lansing CARES

McIlvaine provided updates on the program and stated that pre-applications were closed, and the full applications were closed on May 31st. McIlvaine thanked the loan committee and the LEDC on the continued support. She shared that the loan awardees will be announced in the next couple of weeks. Chair Jones asked about the difference between the CARES funds and the ARP funds, McIlvaine stated the CARES dollars came from Community Development Block Grants and the new funds are coming from a new pot of federal funds from the recent Bill.

b) Sunrise Grant Program – Ingham County

McIlvaine 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.

c) One&All

Bryant provided a brief update on the LEAP One&All Program and shared the 3rd cohort is well underway and their graduation is scheduled to be at the end of this month before July 4th.

Project Updates

Dorshimer walked through the LEDC current project updates.

Open Forum for LEDC Board Members

Chair Jones shared that the board plans to invite more developers to meetings to present on their

current projects in the city.

Other Business

Bryant shared the plaque that the LEDC Board will be sending to Fred for his commitment and work on the LEDC/LBRA/TIFA boards.

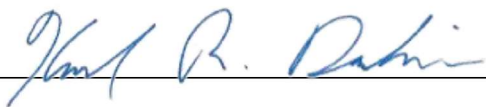
Dorshimer provided a said there was a staffing update and Rachel Mcilvaine shared the news that she will be leaving LEAP in a couple weeks for her new adventure in getting her Masters Degree.

Public Comment

None was provided.

Adjournment

There being no further business, Chair Jones declared the LEDC Board of Director's meeting adjourned at 9:56 a.m.

A handwritten signature in blue ink, reading "Karl R. Dorshimer", is written over a horizontal line.

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

LANSING ECONOMIC DEVELOPMENT CORPORATION

Financial Statements

For the One Month and Eleven Months Ended May 31, 2021 and 2020

Lansing Economic Development Corporation

Statements of Financial Position

	May 31, 21	May 31, 20
ASSETS		
Current Assets		
Checking/Savings		
10000 · PNC - General Fund - 2612	70,588.19	74,997.00
10001 · PNC - COVID19 Rescue Fund -2583	14.85	60,000.00
10002 · PNC - Business Fund - 2575	74,997.00	74,997.00
10004 · PNC - Business Fund Sweep -2647	1,430,531.13	1,508,244.82
10005 · PNC - General Fund Sweep - 2639	158,883.00	449,810.15
10007 · PNC - Energy Eff Rev Sav - 0696	213,269.26	213,000.36
Total Checking/Savings	1,948,283.43	2,381,049.33
Accounts Receivable		
11000 · Accounts Receivable	14,362.50	17,237.50
Total Accounts Receivable	14,362.50	17,237.50
Other Current Assets		
11119 · Prepaid Insurance	6,420.59	5,027.87
11135 · Receivable BW&L-Current Portion	4,500.00	4,500.00
11137 · Sleepwalker-Current Portion	6,999.19	7,266.43
11139 · The 517 Coffee Co-Current Port	3,540.35	5,282.73
11205 · Petra Flowers - CDBG-CV Rec	13,000.00	0.00
11210 · MJ Journeys - CDBG-CV Rec	2,946.83	0.00
11215 · FLEXcity Fitness - CDBG-CV Rec	17,000.00	0.00
11220 · Premier Oil Shop - CDBG-CV Rec	8,290.67	0.00
11225 · Peoples Yoga - CDBG-CV Rec	18,200.00	0.00
11230 · Sleepwalker Spirit-CDBG-CV Rec	3,000.00	0.00
11235 · The 517 Coffee Co - CDBG-CV Rec	2,420.00	0.00
11240 · The Power of Water -CDBG-CV Rec	2,583.33	0.00
11245 · Value Engineering - CDBG-CV Rec	8,333.33	0.00
11250 · Odd Nodd Inc. - CDBG-CV Rec	9,500.00	0.00
Total Other Current Assets	106,734.29	22,077.03
Total Current Assets	2,069,380.22	2,420,363.86
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	9,733.50	17,024.01
12085 · Sleepwalker - Current Portion	-6,999.19	-7,266.43
12094 · The 517 Coffee Co. - Loan Rec.	25,000.00	21,606.44
12095 · The 517 Coffee Co-Current Port	-3,540.35	-5,282.73
Total 12000 · Loans Receivable	24,193.96	30,581.29
Total Other Assets	24,193.96	30,581.29
TOTAL ASSETS	2,093,574.18	2,450,945.15
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
20000 · Accounts Payable	22,500.00	5,989.92
Total Accounts Payable	22,500.00	5,989.92
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	27,000.00	10,864.92

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

	May 31, 21	May 31, 20
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	27,000.00	15,364.92
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	-498,313.84	-392,479.37
Total Equity	2,066,574.18	2,435,580.23
TOTAL LIABILITIES & EQUITY	2,093,574.18	2,450,945.15

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Lansing Economic Development Corporation

Statements of Activities

	May 21	May 20
Ordinary Income/Expense		
Income		
40000 · Contract Income		
40010 · Brownfield Admin	37,756.25	0.00
40040 · Annual Issuer's Fees	0.00	17,237.50
Total 40000 · Contract Income	37,756.25	17,237.50
41000 · Loan Interest		
41080 · Sleepwalker Spirits Interest	27.41	0.00
41091 · The 517 Coffee Company Interest	93.75	81.51
Total 41000 · Loan Interest	121.16	81.51
42000 · Investments		
42010 · Interest-Savings, Short-term CD	85.75	857.98
Total 42000 · Investments	85.75	857.98
Total Income	37,963.16	18,176.99
Expense		
61000 · Contract Services		
61020 · Legal Fees	2,184.50	0.00
Total 61000 · Contract Services	2,184.50	0.00
63000 · Development		
63030 · Contractual Services	45,000.00	5,539.02
63045 · COVID-19 Rescue Fund Grant	0.00	340,000.00
63050 · Insurance & Bonds	1,037.81	1,005.59
63060 · Miscellaneous Operating	156.31	450.90
63072 · CDBG-CV Program Expenses	8,700.00	0.00
63080 · Bank Fees	3.00	3.00
Total 63000 · Development	54,897.12	346,998.51
64000 · EDC Business Incubator		
64005 · Bank Fees	3.00	3.00
Total 64000 · EDC Business Incubator	3.00	3.00
Total Expense	57,084.62	347,001.51
Net Ordinary Income	-19,121.46	-328,824.52
Net Income	-19,121.46	-328,824.52

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Lansing Economic Development Corporation

Statements of Activities

	Jul '20 - May 21	Jul '19 - May 20
Ordinary Income/Expense		
Income		
40000 · Contract Income		
40010 · Brownfield Admin	180,384.63	112,901.67
40020 · City of Lansing Contract	0.00	300,000.00
40040 · Annual Issuer's Fees	14,362.50	17,237.50
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	209,568.88	619,578.24
41000 · Loan Interest		
41050 · Lowertown Interest	0.00	466.01
41080 · Sleepwalker Spirits Interest	357.08	477.57
41091 · The 517 Coffee Company Interest	1,200.80	986.09
Total 41000 · Loan Interest	1,557.88	1,929.67
42000 · Investments		
42010 · Interest-Savings, Short-term CD	2,003.06	32,441.97
Total 42000 · Investments	2,003.06	32,441.97
Total Income	213,129.82	653,949.88
Expense		
61000 · Contract Services		
61020 · Legal Fees	2,184.50	0.00
Total 61000 · Contract Services	2,184.50	0.00
63000 · Development		
63010 · Arts & Culture Grants	0.00	25,000.00
63025 · Facade Grants	60,406.25	90,903.70
63030 · Contractual Services	599,329.44	553,202.67
63035 · EGLE Allen Place Grant Contract	9,459.73	22,034.07
63045 · COVID-19 Rescue Fund Grant	0.00	340,000.00
63050 · Insurance & Bonds	14,426.36	7,428.13
63060 · Miscellaneous Operating	889.35	2,694.62
63072 · CDBG-CV Program Expenses	24,644.08	0.00
63075 · CDBG Revitalize, LLC	0.00	4,905.00
63080 · Bank Fees	70.95	180.16
Total 63000 · Development	709,226.16	1,046,348.35
64000 · EDC Business Incubator		
64005 · Bank Fees	33.00	80.90
Total 64000 · EDC Business Incubator	33.00	80.90
Total Expense	711,443.66	1,046,429.25
Net Ordinary Income	-498,313.84	-392,479.37
Net Income	-498,313.84	-392,479.37

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SUPPLEMENTARY INFORMATION

Lansing Economic Development Corporation

Statement of Activities - Actual vs. Budget

	Jul '20 - May 21	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
40000 · Contract Income				
40010 · Brownfield Admin	180,384.63	161,880.00	18,504.63	111.4%
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	209,568.88	735,750.00	-526,181.12	28.5%
41000 · Loan Interest				
41080 · Sleepwalker Spirits Interest	357.08	600.00	-242.92	59.5%
41091 · The 517 Coffee Company Interest	1,200.80	900.00	300.80	133.4%
Total 41000 · Loan Interest	1,557.88	1,500.00	57.88	103.9%
42000 · Investments				
42010 · Interest-Savings, Short-term CD	2,003.06	15,000.00	-12,996.94	13.4%
Total 42000 · Investments	2,003.06	15,000.00	-12,996.94	13.4%
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	213,129.82	752,300.00	-539,170.18	28.3%
Expense				
61000 · Contract Services				
61020 · Legal Fees	2,184.50	0.00	2,184.50	100.0%
Total 61000 · Contract Services	2,184.50	0.00	2,184.50	100.0%
63000 · Development				
63025 · Facade Grants	60,406.25	0.00	60,406.25	100.0%
63030 · Contractual Services	599,329.44	711,551.00	-112,221.56	84.2%
63035 · EGLE Allen Place Grant Contract	9,459.73	0.00	9,459.73	100.0%
63050 · Insurance & Bonds	14,426.36	21,321.00	-6,894.64	67.7%
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	889.35	3,628.00	-2,738.65	24.5%
63072 · CDBG-CV Program Expenses	24,644.08			
63080 · Bank Fees	70.95	800.00	-729.05	8.9%
Total 63000 · Development	709,226.16	752,300.00	-43,073.84	94.3%
64000 · EDC Business Incubator				
64005 · Bank Fees	33.00	0.00	33.00	100.0%
Total 64000 · EDC Business Incubator	33.00	0.00	33.00	100.0%
Total Expense	711,443.66	752,300.00	-40,856.34	94.6%
Net Ordinary Income	-498,313.84	0.00	-498,313.84	100.0%
Net Income	-498,313.84	0.00	-498,313.84	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.



**ECONOMIC DEVELOPMENT CORPORATION
OF THE CITY OF LANSING
Certificate of Resolution by Board of Directors**

At a regularly scheduled meeting of the Board of Directors of the Economic Development Corporation of the City of Lansing held on Friday, July 9, 2021 at 8:30 a.m., pursuant to notice duly given:

PRESENT: Members:

ABSENT: Members:

The following preamble and resolution was offered by;

Member: , and seconded by:

Member:

WHEREAS, the Lansing Economic Development Corporation (LEDC) mission is to make Lansing a great place by helping businesses, creating jobs, redeveloping properties and forging public/private partnerships; and

WHEREAS, the City of Lansing through its Lansing Building Authority (LBA) desires to enter into a contract with River Caddis Development, LLC (the "Consultant") to provide consultation, advice, and assistance to the LBA and the City of Lansing (the "City") in connection with the solicitation of proposals from entities for the development and financing of City and LBA assets as contained in the Scope of Services in the City's RFQP 2021, CA 1 dated January 14, 2021; and

WHEREAS, the LBA desires to engage the Consultant as the LBA's Development Representative to furnish professional assistance to undertake this work and the Consultant is qualified to undertake the Scope of Services and is willing to act as the LBA's Development Representative and furnish professional services to the LBA and, as directed by the LBA, to the City; and

WHEREAS, to the LEDC recognizes and agrees the services provided by the Consultant will lead to development opportunities to achieve the LEDC's objectives and align with the LEDC's mission.

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NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LANSING ECONOMIC DEVELOPMENT CORPORATION AS FOLLOWS:

1. Lansing Economic Development Corporation (LEDC) approves the contract between the Lansing Building Authority and the Lansing Economic Development Corporation for Economic Development Analysis (Agreement).
2. The LEDC Board directs its Chair, legal counsel, and authorized representative(s) to finalize the Agreement to the satisfaction of the LEDC Chair who will then execute the Agreement on the Corporation's behalf.
3. The LEDC Board approves of allocation of up to \$150,000 of LEDC funds from its Business Loan Fund to support the Economic Development Analysis (the "LEDC Funding").
4. Additionally, the LEDC agrees that if any section, clause or phrase of this Resolution is declared as invalid by a court of law, that ruling shall not affect the intent and purpose of this Resolution and validity of the remaining provisions of the Resolution.
5. Finally, the LEDC declares that all resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are repealed.

The foregoing preamble and resolutions are hereby approved by the Board of Directors for the Economic Development Corporation of the City of Lansing.

YEAS:

NAYS:

ABSTENTIONS:

ABSENT:

PREAMBLE AND RESOLUTIONS DECLARED ADOPTED.

STATE OF MICHIGAN)
) ss.

COUNTY OF INGHAM)

I hereby certify that the foregoing is a true and a complete copy of a preamble and resolutions adopted at a regular meeting of the Economic Development Corporation of the City of Lansing held on the 9th day of July 2021, and said preamble and resolutions are on file in the office of the Economic Development Corporation of the City of Lansing and are available to the public. Public notice of the meeting was given pursuant to and in compliance with Act No. 267, Public Acts of Michigan 1976, including in the case of a special or re-scheduled meeting, notice by publication or posting of at least eighteen (18) hours prior to the time set for the meeting. In addition, the meeting was held in full compliance with the Board's By-Laws.

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

Calvin L. Jones, Chair
LEDC Board of Directors

**ECONOMIC DEVELOPMENT CORPORATION
OF THE CITY OF LANSING
Certificate of Resolution by Board of Directors**

At a regularly scheduled meeting of the Board of Directors of the Economic Development Corporation of the City of Lansing held on Friday, July 9, 2021 at 8:30 a.m., pursuant to notice duly given:

PRESENT: Members:

ABSENT: Members:

The following preamble and resolution was offered by;

Member:

Member:

LEDC 2021-2022 Budget Amendment:

WHEREAS, on Friday, July 9, 2021, the Lansing Economic Development Corporation Board of Directors (LEDC Board) adopted a resolution entering in to contract between the Lansing Building Authority and the Lansing Economic Development Corporation for Economic Development Analysis (Agreement); and

WHEREAS, with the same resolution adopted on Friday, July 9, 2021, the LEDC Board approved the allocation of up to \$150,000 of available LEDC funds from its Business Loan Fund to support the Economic Analysis Study (the "LEDC Funding").

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LANSING ECONOMIC DEVELOPMENT CORPORATION AS FOLLOWS:

1. Lansing Economic Development Corporation Board of Directors (LEDC Board) approves amending the Fiscal Year 2021/2022 budget to include \$150,000 from the Business Loan Fund to support the Economic Development Analysis.
2. Additionally, the LEDC agrees that if any section, clause or phrase of this Resolution is declared as invalid by a court of law, that ruling shall not affect the intent and purpose of this Resolution and validity of the remaining provisions of the Resolution.
3. Finally, the LEDC declares that all resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are repealed.

The foregoing preamble and resolutions are hereby approved by the Board of Directors for the Economic Development Corporation of the City of Lansing.

YEAS:

NAYS:

ABSTENTIONS:

ABSENT:

PREAMBLE AND RESOLUTIONS DECLARED ADOPTED.

STATE OF MICHIGAN)
) ss.
COUNTY OF INGHAM)

I hereby certify that the foregoing is a true and a complete copy of a preamble and resolutions adopted at a regular meeting of the Economic Development Corporation of the City of Lansing held on the 9th day of July 2021, and said preamble and resolutions are on file in the office of the Economic Development Corporation of the City of Lansing and are available to the public. Public notice of the meeting was given pursuant to and in compliance with Act No. 267, Public Acts of Michigan 1976, including in the case of a special or re-scheduled meeting, notice by publication or posting of at least eighteen (18) hours prior to the time set for the meeting. In addition, the meeting was held in full compliance with the Board's By-Laws.

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

Calvin L. Jones, Chair
LEDC Board of Directors

**CONTRACT BETWEEN
THE LANSING
BUILDING AUTHORITY
AND
THE LANSING ECONOMIC DEVELOPMENT CORPORATION
FOR
ECONOMIC DEVELOPMENT ANALYSIS**

This Contract is entered into between the Lansing Economic Development Corporation, a non-profit corporation organized and existing under the laws of the state of Michigan (the "**LEDC**"), and the Lansing Building Authority, an authority organized under and existing pursuant to Act 31 or Public Acts of 1948 (first extra session) as amended (the "**LBA**").

BACKGROUND

The City of Lansing has a number of physical and operational assets managed by a number of City departments and agencies. To optimize the value and operational efficiency of these assets, the Lansing Building Authority issued a request for proposals for qualified firms to submit proposals to perform a holistic and comprehensive evaluation of its assets. This evaluation will result in proposals related to these assets which will result in development opportunities that otherwise would not be realized.

The City and the LEDC have identified the opportunity to support this project under the terms of this Contract.

AGREEMENT

1. Asset Evaluation and Optimization Study

a. The LBA will engage River Caddis to perform an evaluation of City assets including City properties and assets including Parking and Wastewater operations and City properties including the Lansing Center, Jackson Field & Riverfront Park but excluding City Hall and all Board of Water & Light assets. The initial term of this study is 6 months and may be extended by mutual agreement between the Lansing Building Authority and River Caddis.

b. The project will be overseen by the Lansing Building Authority with study results provided to the LEDC.

2. **LEDC Funding**

a. Subject to the terms of this Contract, the LEDC will provide up to \$150,000 of funding to support the Economic Analysis Study (the "**LEDC Funding**"). In no event will the LEDC's responsibility under this Contract exceed \$150,000.

b. The City may expend the LEDC Funding only for the services provided in the agreement between the LBA and River Caddis.

The LBA agrees to repay to the LEDC any LEDC Funding that the LEDC has advanced to the extent that the City does not timely expend that funding for a purpose permitted by this Agreement.

c. The LEDC will advance the LEDC Funding to the LBA on the following schedule, provided that the consultant continues to perform the duties specified with in the agreement between the LBA and River Caddis and that the LEDC's Board of Directors is satisfied with the performance through the applicable study period:

1. \$25,000 per month for a period of six (6) months following execution of agreement between LBA and River Caddis.

The payment described in i. is conditioned on the LBA delivering to the LEDC an executed copy of the agreement with River Caddis and on the LBA providing satisfactory updates through the contract period.

d. The LBA will notify the LEDC when the payment is requested by issuance of an invoice requesting the relevant payment amount, as well as applicable progress reports. The LEDC will pay each advance within ten days of it determining that the conditions to the payment have been satisfied.

e. If the LEDC's Board of Directors determines that it is unsatisfied with the Consultant's performance, the Chairman of the Board will notify the LBA Chairman of the LEDC's concerns and whether the LEDC intends to withhold future advances, or the circumstances under which the LEDC may withhold future advances. The LBA will then work promptly to address the concerns. The LEDC's obligations to make further advances are conditioned on the concerns being addressed to the LEDC's Board's satisfaction.

f. The LEDC will not advance LEDC Funding after the termination of the agreement between the LBA and River Caddis.

3. **Reporting and Related Matters**

a. *Quarterly Reporting.* Promptly after each of the first three 90-day periods of the Consultant agreement, the LBA will provide the LEDC a report that summarizes in reasonable detail the Consultant's activities for the prior 90 days (the "Quarterly Report"). The LBA will also regularly update the LEDC and share with it information and materials relating to findings or proposals developed by the Consultant.

4. Miscellaneous

a. *Indemnification.* The LBA will reimburse the LEDC for all damages, expenses (including reasonable attorneys' fees), and other liabilities that the LEDC incurs to the extent resulting from the City's breach of this Contract. The LEDC will reimburse the City for all damages, expenses (including reasonable attorneys' fees), and other liabilities that the City incurs to the extent resulting from the LEDC's breach of this Contract. The City will include the LEDC in indemnification provisions in any agreement with the Consultant.

b. *Termination.* Either party may terminate this Contract should the other party materially breach this Contract and fail to cure that breach within 10 days of the other party providing written or email notice of the breach. Promptly upon termination of this Contract, the City must return any unspent portion of advanced LEDC Funding (without limiting the LBA's other liabilities under this Contract). The party's obligations that accrued prior to the termination of this Contract (including a party's indemnification obligations), will survive the termination of this Contract, as well as Sections 1.b. (with no further obligation to engage the Consultant), 2.b., 3.d., and Section 4.

c. *Severability.* The invalidity or unenforceability of a provision of this Contract does not affect the validity or enforceability of any other provision of this Contract. If a provision is determined to be unenforceable, then the parties agree that the court making that determination is directed to modify the provision to the least extent possible to make it enforceable, and to enforce the provision as modified.

d. *Amendment, etc.* This Contract may be modified or amended only by a written agreement signed by both parties. A party's waiver of a breach of this Contract is limited to that breach, and does not waive any future breach. A party's failure to exercise a remedy for a breach of this Contract is not a waiver of the party's rights with respect to that or any future breach. Neither party may assign, transfer, or delegate its rights and obligations under this Contract without the written consent of the other party.

e. *Entire Agreement.* This Contract contains the entire understanding among the parties and supersedes any previous or contemporaneous discussions and agreements between them regarding its subject matter. The LEDC makes no implied or express guarantee, offer, or representation regarding future funding beyond that promised in this Contract.

f. *Counterparts.* This Contract may be executed in counterparts and in hard copy or by electronic transmission, including facsimile, scanned and e-mailed documents, or electronic contracting software. When so executed, the counterparts taken together comprise a single, complete, and original agreement.

Each of the parties evidences its agreement to this Contract by executing it below.

LANSING BUILDING AUTHORITY

BY: _____.

PRINTED NAME: Andrew K. Kilpatrick

TITLE: Chair, Lansing Building Authority

DATE: _____

LANSING ECONOMIC DEVELOPMENT CORPORATION

BY: _____.

PRINTED NAME: Calvin L. Jones

TITLE: Chair, LEDC Board of Directors

DATE: _____

PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF LANSING BUILDING AUTHORITY, an Act 31 Corporation,
AND
RIVER CADDIS DEVELOPMENT, LLC

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”), is entered into as of this _____ day of _____, 2021 (the “Effective Date”), by and between the City of Lansing Building Authority (the “LBA”) and River Caddis Development, LLC (the “Consultant”) (each a “Party” and collectively the “Parties”).

WITNESSETH, that:

WHEREAS, the LBA is an authority organized and existing pursuant to Act 31 of Public Acts of 1948 (first extra session) as amended; and

WHEREAS, the LBA desires to secure the services of a Development Representative to provide consultation, advice, and assistance to the LBA and the City of Lansing (the “City”) in connection with the solicitation of proposals from entities for the development and financing of City and LBA assets as contained in the Scope of Services in the City’s RFQP 2021, CA 1 dated January 14, 2021 and being more particularly described herein (the “Scope of Services”); and

WHEREAS, the LBA desires to engage the Consultant as the LBA’s Development Representative to furnish professional assistance to undertake this work and the Consultant is qualified to undertake the Scope of Services and is willing to act as the LBA’s Development Representative and furnish professional services to the LBA and, as directed by the LBA, to the City.

NOW THEREFORE, the LBA and the Consultant mutually agree as follows:

1 - 01. Consultant. The LBA hereby agrees to engage the Consultant as the LBA’s Development Representative, to assist LBA in developing the Projects (as defined herein in Paragraph 1-01(a) – (d)), for the LBA and the City, and the Consultant hereby agrees to perform the Scope of Services as the LBA’s Development Representative for the Projects in accordance with the terms set forth in this Agreement except as superseded or modified by amendments hereto. The Scope of Services will include developing proposals, including proposed operating and capital structures, financing, timelines, required economic commitments and feasibility analyses for one or more projects, including but not limited to the following (each a “Project” and collectively, the “Projects”):

(a) The functional and financial optimization of all or certain portions of the City’s

sewer collection system (including sanitary, storm and combined sewers and associated pump stations and basins) and its wastewater treatment plant facilities and utility infrastructure, and possible monetization of such assets to the extent legally permissible with the goal of freeing up capital for other Projects or for the direct benefit of the LBA and/or the City; provided, however the City's underground wastewater piping systems shall be included within the Consultant's Scope of Services, but shall only be subject to the exclusivity provisions set forth in Paragraph (V) of the Addendum, Terms and Conditions, hereof during the Compensation Period (as defined herein in Paragraph 1-04) and thereafter only as may be set forth in a Definitive Agreement (as defined herein in Paragraph 1-02). Specifically excluded from this Project and Project assets are any outstanding contract obligations with Johnson Controls and or the Lansing Board of Water and Light.

- (b) Renovation, relocation or reconstruction of certain building assets owned or operated by the City, LBA or other authority, which may include by way of example, City Hall, the Police Facilities, the Lansing Convention Center, Jackson Field or Riverfront Amphitheater, which may take place on property owned by the City, the LBA or the Development Representative; provided, however, if the LBA ultimately does not issue a Notice to Proceed (as defined herein) with respect to City Hall and instead the LBA or City issues a request for proposals for the redevelopment of City Hall: (i) such request for proposals may require that the respondents work cooperatively with Consultant to ensure that the City Hall redevelopment is optimized and integrated with the other Projects for which the LBA has issued a Notice to Proceed or entered into a Definitive Agreement; (ii) Consultant shall be entitled to respond to such request for proposals for the redevelopment of City Hall; and (iii) if the LBA or the City does not select a developer pursuant to the request for proposals for the redevelopment of City Hall, the LBA and/or City may elect to integrate the City Hall redevelopment with one or more Projects.
- (c) New development and construction of one or more hotels, a Performing Arts Center, Civic Center and Downtown Arena District, which may take place on property owned by the City, the LBA or the Development Representative; and
- (d) The functional and financial optimization of all or part of the City's public parking system, including the development and construction of new public or private parking structures, and possible monetization, if legally permissible, of such assets making a goal of freeing up capital for other Projects or for the direct benefit of the LBA and/or the City; provided, however, that the Scope of Services shall not include the City's surface parking lot located at _____.

The foregoing descriptions of the Projects are to be narrowly construed for purposes of applying the provisions of the Addendum hereto governing exclusivity, non-circumvention, covenants to not contact or communicate and ownership of Work Product, it being the intent of the parties that such provisions shall only apply to Project Proposals as presented to the LBA by

Consultant and the specific legal, organizational and financing structures and models introduced in such Project Proposals. The provisions of the Addendum hereto governing exclusivity, non-circumvention, covenants to not contact or communicate and ownership of Work Product are not intended to prohibit the LBA or City from engaging in any redevelopment, reconstruction or similar project involving the foregoing assets if unrelated to the specific legal, organizational and financing structures and models introduced in a Project Proposal.

- 1 - 02. Notice to Proceed. In no event shall the LBA be required to proceed with any Project or Project Proposal or undertake any obligations in connection with a Project Proposal beyond the obligations contemplated in this Agreement unless or until such time that the LBA issues a written Notice to Proceed to Consultant with respect to a Project or Project Proposal or certain Project obligations. A "Notice to Proceed" shall be a notice for the Parties to commence negotiations toward the approval and execution of a mutually agreeable "Definitive Agreement" with respect to a Project, or Project Proposal or certain Project obligations. If after the LBA issues a Notice to Proceed, Consultant or LBA fails to participate in negotiations for a Definitive Agreement in a diligent and good faith manner, and such failure continues uncured for a period of thirty (30) days after written notice to the non-performing party of such failure, then either party may terminate this Agreement by written notice to the other party, in which case this Agreement shall terminate subject to the provisions hereof that expressly survive termination. In the event of such termination, the LBA shall have no further payment obligation to Consultant except for payment and Section 1-04 reimbursement obligations of the LBA that accrued during the Compensation Period. If the LBA determines that a Project Proposal includes or reasonably requires the execution by the LBA, and/or the City, of a separate agreement with a third-party, the Definitive Agreement may, at LBA's sole option, provide that the execution of each and every such third-party agreement shall be a condition precedent to the LBA's obligations under the Definitive Agreement. If the Consultant includes in the Project, Project Proposal, or Project obligations that the Consultant may be selected as a developer or service provider independent from this Agreement, the Consultant shall be deemed a third-party for purposes of the negotiations of a development agreement.
- 1 - 03. Conflicts. This Agreement forms the complete contract between the Parties. Any terms or conditions not set forth herein shall not be binding to either Party to this Agreement. This Agreement or any of its terms or conditions cannot be modified, amended or waived unless in writing and executed by both Parties to this Agreement.
- 1 - 04. Term and Compensation. The term of this Agreement shall commence on the Effective Date and end on the one (1) year anniversary of the Effective Date (the "Term"), provided, that the Consultant and the LBA may extend the Term for up to four (4) additional periods of one (1) year each by agreeing in writing at least thirty (30) days prior to the expiration of the then-current Term. During the Term, the LBA may terminate this Agreement, as it may have been amended, for cause due to a material breach by Consultant after all applicable notice and cure periods set forth herein.

Commencing in the second (2nd) full calendar month of the one-year Term and continuing for the succeeding five (5) months thereafter (the "Compensation Period"), the

Consultant shall be compensated for its performance of the Scope of Services rendered under this Agreement in the amount of six (6) consecutive payments of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) per month up to a total maximum of \$150,000 during the Term with the first such payment being disbursed from the LBA to Consultant on the first (1st) day of the second (2nd) full calendar month of the Term (the "Consultant's Fee"). The Consultant's Fee has been determined by the Parties to be a fair and reasonable estimate of the compensation due to the Consultant for its performance of the Scope of Services during such period. With the LBA's prior written approval, the Consultant may also procure third-party studies and reports in connection with any of the of the Project Proposals and Projects and the LBA shall reimburse Consultant for such studies and reports in an amount not to exceed One Hundred Thousand and No/100 Dollars (\$100,000.00) total. Reimbursement shall be subject to the Consultant's presentment of evidence acceptable to the LBA of third party billing statements or invoices and proof of payment by the Consultant. At the conclusion of the Compensation Period, the Parties anticipate that Consultant will have presented feasibility studies, proposals, timelines and cost schedules to the LBA for one or more Projects (a "Project Proposal") that will include the compensation due to Consultant or third parties to proceed with such Project Proposal or Project, and the LBA will either have elected not to proceed with such Project Proposal or Project or authorized Consultant to proceed with such Project Proposal or Project by issuing a Notice to Proceed. If the LBA does not issue any Notice to Proceed within the Term, or enter into a Definitive Agreement as provided in Section 1-02, this Agreement shall automatically terminate, subject to the provisions hereof that expressly survive termination as set forth in Addendum Section V, and the LBA shall have no further payment obligation to Consultant except for payment of the Consultant's Fee and the Section 1-04 reimbursement obligations of the LBA during the Compensation Period. If the LBA has issued a Notice to Proceed with respect to a Project or any Project obligations, the negotiated Definitive Agreement with respect to such Project or Project obligations will contain a fee or compensation structure for Consultant that is mutually agreeable to the parties and a mechanism for the LBA and Consultant to recoup their documented out-of-pocket expenses as defined and detailed in a Definitive Agreement, in connection with the pursuit of the Project Proposal and Project at issue (the "Pursuit Costs"), with the LBA having the first priority over the Consultant for the recovery of its Pursuit Costs through Project financing or otherwise. Other than the Consultant's Fee, no other fees shall be due and payable from the LBA to Consultant.

1 - 05. Revisions of the Agreement. If the Scope of Services for a Project changes materially from the agreed-upon Scope of Services, then, in such event, a revised "Scope of Services" and an associated adjustment for extra or reduced compensation may be negotiated by and between the Parties. Such Scope of Services changes as mutually agreed upon by and between the Parties shall be reduced in writing, approved by both Parties and incorporated as written amendments to this Agreement prior to undertaking such change. Any increase or decrease in the amount of payment to the Consultant arising out of such change shall likewise be in writing and approved by the Parties prior to the commencement of the change in work.

1 - 06. Tax Obligations, Employee Benefits and Liabilities. The Consultant is an independent

39417627.6

contractor and shall be responsible for compliance with applicable state, local and municipal income as well as other taxes and charges such as Worker's Compensation, State and/or Federal Unemployment Taxes or insurance coverage and general liability coverage against losses or injury arising out of the activities of any employee or other personnel working under the control of supervision of the Consultant.

- 1 - 07. City Charter; City Joinder. It is clearly understood that nothing contained in this Agreement shall deprive the City Council and Mayor of the City of Lansing of any rights that they independently may exercise by virtue of the provisions of the Charter or Ordinances of the City of Lansing and that this Agreement is subordinate to and shall not conflict with any and all such rights. Notwithstanding the foregoing, the Consultant shall not be obligated to present a Project Proposal to the LBA unless and until the LBA delivers to Consultant a Joinder to Professional Services Agreement in the form attached hereto as Exhibit A (the "City Joinder"), which shall be executed by a duly authorized officer or representative of the City. The City Joinder may pertain to one or more Project Proposals. Upon the City's execution of a City Joinder with respect to one or more Project Proposals, the City shall be obligated to comply with the provisions of the Addendum hereto governing exclusivity, non-circumvention, covenants to not contact or communicate and ownership of Work Product with respect to such Project Proposal(s) and shall be jointly and severally liable with the LBA as to all such provisions in connection with such Project Proposal(s).
- 1 - 08. Severability of Provisions. If any clauses, sections, provisions, or parts of this Agreement are held invalid, or if any portion of any clause, sections, provision, or part of this Agreement is held invalid, the remainder of the Agreement shall not be affected; thereby, if such remainder of this Agreement would then continue to conform to the terms and requirements of applicable law and shall not create a material frustration of the intents and purposes of this Agreement.

SECTION 2 - GENERAL PROVISIONS

In addition to the provisions listed in the LBA's Projects the following provisions shall be considered part of the Agreement:

- 2 - 01. Nondiscrimination. Consultant agrees not to discriminate against any qualified employee or qualified applicant for employment with respect to hire, terms, conditions or privileges of employment or a matter directly or indirectly related to employment because of age, race, color, religion, national origin, sex, height, weight, handicap, marital status, political orientation and agrees to require a similar provision in any subcontracts issued hereunder.
- 2 - 02. Interest of Members of the LBA and the City. No officer, member or employee of the LBA or the City, and no other public officials of the governing body of the locality or localities in which a Project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of a Project, shall participate in any decision relating to this Agreement which affects his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or

the proceeds thereof.

- 2 - 03. Assignability. The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the LBA thereto; provided, however, that claims for money due or to become due to the Consultant from the LBA under this Agreement may be assigned to a bank, trust company, or other financial institution only on the approval of the LBA.
- 2-04. Addendum. The Consultant and LBA acknowledge and agree that the terms and conditions set forth on that certain Addendum for Terms and Conditions attached hereto are incorporated herein by reference.
- 2-05. Notices. Any notice required or permitted to be given hereunder may be served by a Party or its attorney and must be in writing and shall be deemed to be given (a) when hand delivered, (b) one (1) business day after pickup by United Parcel Service (Overnight), Federal Express, or another similar commercially recognized overnight express service, (c) when transmitted by telecopy or facsimile, provided that confirmation of the receipt of same is noted upon transmission of same by the sender's telecopy machine, or (d) when transmitted by electronic correspondence, in any case addressed or sent to the Parties at their respective addresses set forth below:

If to Consultant:
 River Caddis Development, LLC
 1038 Trowbridge Road
 East Lansing, Michigan 48823
 Attn: Kevin McGraw
 Email: kmcgraw@rivercaddis.com

With a copy to:
 Honigman LLP
 Attn: Steven J. Rypma, Esq.
 650 Trade Centre Way, Ste. 200
 Kalamazoo, Michigan 49007
 Email: Srypma@honigman.com

If to the LBA:
 City of Lansing Public Services Department
 Seventh Floor, City Hall
 124 W. Michigan Avenue
 Lansing, Michigan 48933-1694
 Attn: Andrew Kilpatrick, Chair
 Email: Andrew.Kilpatrick@lansingmi.gov

With a copy to:
 Lansing City Attorney
 Fifth Floor, City Hall
 124 W. Michigan Ave.
 Lansing, Michigan 48933-1694
 Email: CityAtty@lansingmi.gov

- 2-06. Binding Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter. It supersedes and replaces any prior or contemporaneous agreements whether written or verbal, expressed or implied.

SECTION 3 - MODIFICATIONS TO PROPOSALS

The LBA and Consultant agree to the following modifications to the Consultant's proposal, as follows:

a) None.

SECTION 4 – NO THIRD PARTY RIGHTS

No third party rights are created hereunder and no third party may rely on this Agreement or any of its provisions; nor shall any third party have any claim of right as a third party beneficiary pursuant to this Agreement.

SECTION 5 – TIME OF THE ESSENCE

Time is of the essence in the performance of the Parties obligations hereunder.

SECTION 6 – GOVERNING LAW

Jurisdiction over all disputes arising under this Agreement shall be State of Michigan courts and tribunals and governed by State of Michigan laws and statutes.

SECTION 7 – INDEPENDENT CONTRACTOR

For all intents and purposes under this Agreement, Consultant is an independent contractor and no partnership, joint venture, or agency is created by this Agreement.

SECTION 8 – WAIVER OF BREACH

A waiver of any claimed breach of contract by any Party shall not constitute a waiver of any future breach of contract by a Party.

SECTION 9 – CONFIDENTIAL FINANCIAL INFORMATION

Material provided to LBA by Consultant shall be considered protected, confidential financial information pursuant to the exemptions provided by the Michigan Freedom of Information Act.

SECTION 10 – COUNTERPARTS

This Agreement may be executed in counterparts and each shall be considered as if it were an original.

SECTION 11 – DEFAULT

11-01. Default. Upon the happening of an Event of Default (as defined herein) by either Party, the other Party shall have the right, in addition to all other rights and remedies available at law or in equity, at its option, to terminate this Agreement by giving written notice of such termination to the alleged defaulting Party. Further, the LBA agrees and acknowledges that Consultant would be irreparably harmed by a breach hereof by the LBA and it may be difficult to estimate damages resulting from such a breach and, consequently, Consultant shall be entitled to injunctive or such other equitable relief as may be appropriate to prevent a breach or threatened or continuing breach

of this Agreement, and to secure the enforcement of this Agreement, without foregoing any legal relief to which Consultant may otherwise be entitled. In addition, the prevailing Party, if successful in prosecuting a legal action with respect to this Agreement, will be entitled to payment of its reasonable out-of-pocket legal fees and expenses (including attorneys' fees) of enforcing, defending, or otherwise protecting its interest under this Agreement. Any one or more of the following events shall constitute an "Event of Default" by a Party under this Agreement:

- a) If a Party shall fail to observe, perform or comply in any material respect with any term, covenant, agreement or condition of this Agreement which is to be observed, performed or complied with under the provisions of this Agreement, and such failure shall continue uncured for thirty (30) days after the giving of written notice thereof by a Party to the other Party specifying the nature of such failure, unless such failure can be cured but is not susceptible of being cured within said thirty (30) day period, in which event such a failure shall not constitute an Event of Default if the alleged defaulting Party commences curative action within said thirty (30) day period, and thereafter prosecutes such action to completion with reasonable diligence;
- b) If a Party shall make a general assignment for the benefit of creditors;
- c) If any petition shall be filed against either Party in any court, whether or not pursuant to any statute of the United States or of any State, in any bankruptcy, reorganization, dissolution, liquidation, composition, extension, arrangement or insolvency proceedings, and such proceedings shall not be dismissed within sixty (60) days after the institution of the same, or if any such petition shall be so filed by a Party; or
- d) If, in any proceeding, a receiver, trustee or liquidator be appointed for all or a substantial portion of the property and assets of a Party, and such receiver, trustee or liquidator shall not be discharged within ninety (90) days after such appointment.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the day and year written above. The Consultant and the LBA have hereunder affixed their signatures to duplicate copies of this Agreement, each of which shall be deemed an original.

RIVER CADDIS DEVELOPMENT, LLC

**CITY OF LANSING BUILDING
AUTHORITY**

Name

Title

Andrew Kilpatrick

Chair

Addendum
Terms and Conditions

The terms and conditions set forth in this Addendum are deemed a part of the foregoing Professional Services Agreement dated _____, 2021 between the City of Lansing Building Authority (the “LBA”) and River Caddis Development, LLC (the “Consultant”). Capitalized terms used but not capitalized in this Addendum shall have the meanings set forth in the Agreement.

I. Consultant’s Services.

- (a) The Consultant’s services include consulting services only. The Consultant will have no authority, expressed or implied, to enter into written or oral agreements on behalf of the LBA or to commit or otherwise obligate the LBA in any manner whatsoever, without the prior written approval of the LBA, which the LBA may grant or withhold in its sole discretion.
- (b) The Consultant and the LBA agree that the Consultant’s services shall neither constitute nor require: (i) the provision of legal services or services that constitute the practice of law; (ii) the provision of licensed real estate appraisal services; (iii) the provision of services that constitute the practice of accounting or other assurance work; (iv) the provision of any due diligence that requires specialized expertise not ordinarily held by real estate consultants; or (v) advice or services regarding securities that would require the Consultant to be registered as an investment adviser or broker-dealer at the federal or any state level.

II. Consultant Responsibilities.

- (a) The Consultant shall perform the services in accordance with the standard of professional skill and care exercised by other consultants performing similar services under similar circumstances.
- (b) The Consultant shall not be responsible for the failure of engineers, architects, general contractors, subcontractors, vendors, attorneys, or other consultants to carry out their respective duties and obligations to the LBA. The Consultant is not responsible for the performance of any Party not employed directly by the Consultant, and the Consultant is not responsible for the performance of consultants engaged by the LBA in connection with the Company’s services under this Agreement.
- (c) The Consultant’s services do not include professional architectural or engineering services. The Consultant shall not be responsible for the design of any project, any errors, omissions or other deficiencies in the construction drawings and specifications for a project, any other error or omissions of architects or other design professionals, if any, in connection with a project, or the failure of the construction drawings and specifications for a project to comply with the requirements of the City, LBA or with applicable codes or legal requirements. It shall be the responsibility of the LBA’s architects and engineers to identify building code and other legal requirements pertaining to the design of a project for the LBA.

- (d) The Consultant's services do not include, with respect to any existing or planned building or property, the identification or resolution of any life safety issues or the non-compliance with any building code or legal requirements.
- (e) The Consultant shall not be responsible for construction means, methods, techniques, sequences and procedures, and safety programs and measures employed by contractors or others in the performance of their contracts, and shall not be responsible for the failure of any contractor or supplier to carry out work in accordance with the construction drawings and specifications or any other contract or legal requirements.
- (f) Any acts of the Consultant in providing consultation, advice and/or recommendations to the LBA regarding the performance or the default of the LBA's architect, contractor(s), vendors or other consultant(s), shall not be deemed to be the Consultant's assumption of management or control of the architect, contractor(s), vendors or consultants or of the LBA's project.
- (g) The Consultant is not an attorney at law, and the services provided by the Consultant exclude professional legal services. If the Consultant's services include assistance with the negotiations of agreements on behalf of the LBA, such agreements shall be subject to review by the LBA's attorneys and other consultants as deemed to be appropriate by the LBA.
- (h) The Consultant's services shall not include any services or responsibility (including for the detection, identification, prevention, collection of samples, testing of samples, abatement, or disposal) related to known or unknown "Constituents of Concern". Constituents of Concern shall include: (i) asbestos, (ii) petroleum, (iii) radioactive material, (iv) polychlorinated biphenyls (PCBs), (v) hazardous waste, (vi) lead, (vii) any viral, bacterial, or any other organism capable of inducing physical distress, harm, illness, or disease (including but not limited to any fungus, mold, mildew, mycotoxins, spores, or scents) or any byproduct thereof, or (viii) any other substance, product, waste, or other material listed under any other federal, state, or local (meaning any applicable jurisdiction) statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards concerning, any hazardous, toxic, or dangerous waste, substance, or material. The Parties further acknowledge that Consultant is not, and shall not be considered or required to be, an "owner", "arranger", "operator", "generator", or "transporter" of any Constituents of Concern.
- (i) The Consultant does not warrant or guarantee the outcome any proformas, models, analysis, budgets, estimates, or other financial projections (collectively "Analysis" or "Analyses") developed by the Consultant for use in connection with its services. Such Analyses represents the Consultant's professional judgment as a consultant. It is recognized, however, that neither the Consultant nor LBA have control over the market conditions that are the subject of such Analyses. The LBA acknowledges that the actual results will vary from any Analysis prepared by the Consultant.
- (j) The information, recommendations, Analyses, and conclusions included in the Consultant's services are, in whole or in part, derived from and dependent on information provided by the LBA and third Parties or public sources neither contracted nor controlled by the Consultant. Therefore, the Consultant provides no opinion on, or assurance of, the reliability of such information. Misstatements and / or material misstatements in such information may exist, which may impact the results of the

Analyses, recommendations, and conclusions provided by the Consultant.

- (k) The Consultant shall not be considered in breach of this Agreement, nor be liable, for any delay or failures in performance resulting from circumstances beyond its reasonable control including, without limitation, acts of God, acts of war or terrorism, shortage or disruption of materials or labor, accidents, epidemic, pandemic, quarantine, natural catastrophe or weather, or government acts or omissions. Notwithstanding the foregoing, the Consultant and LBA shall make a good faith effort to mitigate any impacts of such circumstances to the Consultant's services.
- (l) The consultant shall perform the Scope of Services in accordance with this Agreement.

III. Other Responsibilities.

- (a) The Parties authorized representatives shall appropriate expertise and required authority to act on the Parties' behalf to be the contact person for purposes of communications between the LBA and Consultant regarding the Consultant's services. Consultant shall work cooperatively with the LBA's authorized representative and shall not provide information or reports to any third Party without the LBA's representative's prior written approval.
- (b) The Consultant shall provide the LBA from time to time with a summary of its needs for time, attention, and material from the LBA, Public Service Department staff and, City Attorney staff. In response to such requests, the LBA shall timely provide full information to the Consultant as necessary for the performance of the Consultant's services.
- (c) The LBA shall timely provide information, review documents provided by the Consultant, and render decisions relating to the Consultant's services so as not to delay the performance of the Consultant's services.
- (d) The LBA acknowledges that the value and usefulness of the Consultant's services are dependent upon information received from the LBA and/or the City and upon the LBA's and/or the City's active participation in the formulation of objectives and in the implementation of plans to attain those objectives.
- (e) The LBA shall pay the Consultant for Consultant's services in accordance with payment terms in this Agreement.

IV. Limitation of Liability. In no event shall the LBA and/or the City or Consultant be liable to the other for special, incidental, or consequential damages, including without limitation, loss of anticipated profits, revenue or use of capital, loss of use of leased spaces, and penalties imposed under the leases, whether based on contract, tort, negligence, strict liability, or otherwise; provided, however, that the foregoing shall not limit or preclude a claim of the Consultant with respect to compensation due to the Consultant under this Agreement.

V. Exclusivity; Non-Circumvention. The Consultant's services are provided solely for the use of the LBA and may not be used or relied upon by any other party without the Consultant's prior express written permission. At all times during the Exclusivity Period (as defined herein) for a particular Project, provided that Consultant is not in default hereunder beyond all applicable notice and cure periods, Consultant shall have the exclusive right and option

to provide the Scope of Services to the LBA for such Project and neither the LBA nor any of its administrative officers or employees with actual notice of this Agreement and such Project shall knowingly or intentionally arrange for, facilitate or participate in any formal or informal discussions, with any third party concerning the provision of the Scope of Services for such Project. The “Exclusivity Period” for a particular Project shall mean the period: (a) commencing on the date Consultant formally presents a Project Proposal to the LBA, and (b) terminating on the earliest to occur of: (i) the date that is twenty-eight (28) months after Consultant’s formal presentation of the Project Proposal; (ii) the date on which this Agreement is terminated by the LBA pursuant to Section 1-04; or (iii) such earlier date that may be set forth in a Definitive Agreement with respect to such Project Proposal. The obligations of the Parties as set forth in this Section V shall expressly survive the expiration or earlier termination of this Agreement for the duration of the Exclusivity Period.

VI. Agreement Not to Contact or Communicate Without Consent. The LBA agrees that for the Exclusivity Period for a particular Project, the LBA shall not directly or indirectly contact or communicate with, or submit a request or proposal for a product or service with respect to such Project to any of the outside service providers engaged by the Consultant and that have been disclosed to the LBA in writing by Consultant, in each case without the prior written consent of the Consultant which shall not be unreasonably withheld. The obligations of the Parties as set forth in this Section VI shall expressly survive the expiration or earlier termination of this Agreement for the duration of the Exclusivity Period.

VII. Ownership of Work Product. All right, title and interest in and to Work Product (as defined herein) delivered to the LBA by or on behalf of the Consultant during the Term shall, as between the Consultant and the LBA, belong exclusively to the Consultant. If, by operation of law, any of the Work Product, including all related intellectual property rights, is not owned in its entirety by the Consultant automatically upon the creation thereof, the LBA agrees to assign, and hereby assigns, to the Consultant the ownership of such Work Product. Upon termination of this Agreement, the LBA shall deliver to the Consultant all Work Product. As used herein, “Work Product” shall mean all data compilations, ideas, works of authorship, working notes, budgets, projections, proformas or other objects produced by the Consultant as a result of the performance of the Scope of Services and delivered by the Consultant to the LBA in the course of performing such services, including the identity of team members, and all applicable rights to patents, copyrights, trademarks, service marks, trade secrets and other intellectual property rights inherent therein and appurtenant thereto. The LBA and Consultant covenant and agrees that each shall exercise best efforts to maintain the confidentiality of all Work Product by designating or classifying the same as financial information provided with assurance of confidentiality, or other applicable designations or classifications intended to maintain the confidentiality of such Work Product, under the Michigan Freedom of Information Act (FOIA). Except as otherwise provided in a Definitive Agreement, any Work Product created or generated in connection with a particular Project shall be jointly owned by Consultant and the LBA if payment for such Work Product is made in whole or in part by the LBA pursuant to Section 1-04. The intent of this proviso is to provide the LBA and the City with Work Product that

may be applicable to the operation, maintenance, and/or physical alterations or modifications for and to any Project. The obligations of the Parties as set forth in this Section VII shall expressly survive the expiration or earlier termination of this Agreement.

EXHIBIT A**JOINDER TO PROFESSIONAL SERVICES AGREEMENT**

This Joinder (this “**Joinder**”) to that certain Professional Services Agreement dated as of _____, 2021 (the “**Agreement**”), by and between the City of Lansing Building Authority (the “**LBA**”) and River Caddis Development, LLC (the “**Consultant**”), is made and entered into as of _____, 202__, by the City of Lansing, a Michigan municipal corporation (the “**City**”). Capitalized terms used but not otherwise defined in this Joinder shall have the meanings set forth in the Agreement.

WHEREAS, pursuant to the Agreement, Consultant desires to present a Project Proposal to the LBA with respect to the following Project: _____ (the “**Project**” and the “**Project Proposal**”);

WHEREAS, pursuant to Section 1-07 of the Agreement, Consultant has requested that the City enter into this Joinder so as to bind the City to certain obligations of the LBA under the Agreement with respect to the Project and Project Proposal, including without limitation the provisions of the Agreement governing exclusivity, non-circumvention, covenants to not contact or communicate and ownership of Work Product; and

WHEREAS, it is desirable and in the best interest of the City that the Consultant present the Project Proposal to the LBA and the City, and therefore the City has agreed to enter into this Joinder and assume the obligations and liabilities of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City agrees as follows:

1. Agreement to be Bound. The City hereby agrees that upon execution of this Joinder, the City shall become a party to the Agreement and shall be fully bound by, and subject to, and jointly and severally liable with the LBA for all of the covenants, obligations, liabilities, terms and conditions of the Agreement related to exclusivity, non-circumvention, covenants to not contact or communicate and ownership of Work Product as though the City were an original party to such Agreement, but solely as it pertains to the Project and Project Proposal described above.

2. Further Assurances. The City shall take such further actions which may be reasonable or desirable in connection with the execution of this Joinder and the consummation of the transactions contemplated herein, and in furtherance of the foregoing shall give any notices to, make any filings with, and use the City’s commercially reasonable efforts to obtain any authorizations, consents, and approvals which may be required to consummate the transactions contemplated by this Joinder and/or the Agreement.

3. Execution. This Joinder may be executed and delivered by facsimile or other electronic transmission which shall be deemed to have the same legal effect as delivery of an original signed copy of this Joinder.

IN WITNESS WHEREOF, the City has executed this Joinder as of the date first above written.

THE CITY OF LANSING, MICHIGAN

By: _____

Printed: _____

Its: _____

RESOLUTION # _____
CITY OF LANSING BUILDING AUTHORITY

WHEREAS, in January 2021, the City of Lansing Building Authority (“LBA”) participated in the issuance of a Request for Qualifications and Proposal for a Development Professional to provide consultation, advice, and assistance with the solicitation of Proposals from entities for the Development and Financing of City of Lansing or LBA assets (“RFQP”); and

WHEREAS, after a review of responses to the RFQP, the LBA selected River Caddis Development, LLC’s proposal and began negotiations toward the formation of a professional services agreement with the entity; and

WHEREAS, a Professional Services Agreement (“Agreement”) between the City of Lansing Building Authority and River Caddis Development, LLC has been presented to the LBA for approval; and

WHEREAS, other public entities interested in economic development in Lansing and any reports and studies for economic development which may be generated pursuant to the Agreement have proposed assisting the LBA with funds to deploy expenditures required under the Agreement (the Funding Entities”); and

WHEREAS, the LBA has determined that the approval and execution of the Agreement is within the powers and goals of the LBA and is in the public interest.

NOW THEREFORE BE IT RESOLVED THAT the Agreement is hereby approved and the Chair is authorized to execute it on behalf of the LBA provided the Chair has first obtained written funding commitments from the Funding Entities sufficient to defray all expenditures required by the Agreement.

Grants for Ingham County Small Businesses and Nonprofits

Apply June 28 through July 30, 2021
purelansing.com/sunrise

When can I apply?

The application will be open from 9 a.m. June 28 until 11:59 p.m. July 30, 2021.

Where do I apply?

You can apply and review program information at purelansing.com/sunrise

Before the application opens on June 28, application questions and additional program documentation will be available at purelansing.com/sunrise

How are the grants funded?

The Ingham County Board of Commissioners allocated **\$11 million** of Ingham County's American Rescue Plan funds to create the Ingham County Small Business Sunrise Grant Program.

The Lansing Economic Area Partnership (LEAP) is administering the program on behalf of Ingham County.

How much money is available?

Standard grant amounts range from \$5,000 to \$25,000 based on employment levels for traditional retail/services, tourism and hospitality service providers, nonprofits, sole proprietors, new businesses opened during the pandemic and restaurants/eateries/taverns.

For incubators/entrepreneurial support agencies and childcare facilities, grant amounts are based on need and available funds.

The number of grants awarded will depend on the number of applications received.



Who should apply?

Eligible applicants include small businesses and nonprofits that meet all of the following criteria:

Have a physical location (including home-based) in Ingham County that generates revenue and employment (including self-employment /sole proprietors).

Have 1 to 100 workers on payroll (including full-time, part-time and owner-employees) working from the specific business location tied to application as of June 14, 2021.

Have been directly and negatively affected by the COVID-19 pandemic and resulting economic crisis, including revenue loss.

Can demonstrate a need for working capital to support payroll, rent, mortgage payments, utility bills or other similar expenses currently and/or into the future to recover, sustain or grow operations.

Remained in compliance with all state and local governmental and public health orders related to COVID-19 since March 2020.

Is not involved in the growing, manufacturing, distribution or sale of cannabis products.

Other things to know

LEAP is working closely with Ingham County leadership and numerous community organizations to reduce bias in the review and selection process and prioritize areas of greatest need with intentional scoring criteria.

A minimum of 50% of grant funds will be distributed to underrepresented populations, including women, BIPOC, persons with disabilities, veterans, and LGBTQ+ business owners, based on 50%+ ownership stake.

As best as possible, equitable geographic distribution by population and small business makeup of county, and business longevity will be considered.

Numerous technical assistance providers will be available to help you apply.

These grants are NOT first come first served. Applications will be reviewed after the application window closes July 30 based on publicly available scoring criteria.

purelansing.com/sunrise

Thursday, June 24, 2021

RE: Resumption of In-Person Meetings for LEDC/LBRA/TIFA Board

Dear Members of the LEDC, LBRA, and TIFA Board of Directors,

This message is to notify Board Members that the special accommodations for virtual meetings provided to public boards are officially coming to an end. As local and state health emergency orders expire over the next month, public boards including this one must resume in-person meetings for all board members and the public.

The next meeting of LEDC/LBRA/TIFA on July 9th, 2021, will be the last regularly scheduled virtual meeting allowable under the current local emergency orders (City of Lansing).

Meetings after July 12th, 2021 must be held in-person for board members and the public. Therefore, in-person meetings of the LEDC/LBRA/TIFA will resume beginning with the regularly scheduled meeting on Friday, August 6th at 8:30AM and will be held at the Lansing Economic Area Partnership (LEAP) Offices located at 1000 S. Washington Ave. Ste. 201, Lansing, MI 48910.

This will understandably be a readjustment as many of us have become accustomed to virtual meetings. However, the LEDC/LBRA/TIFA has important business to conduct such as advancing programs that support our recovering economy and board members are expected to participate in whichever format is required under the Open Meetings Act.

Certain measures will be taken to assist with acclimating board members and public guests to in-person meetings, these may include:

- All members, guests, and LEAP staff who are vaccinated do not have to wear masks or adhere to social distancing. This information will be posted at the meeting location.
- Hand sanitizer, disinfectant wipes, and masks will be made available at the meeting location.
- The meeting location may be moved, with notice, to ensure appropriate accommodations based on the number of anticipated participants. This decision will be at the discretion of the Chair in consultation with LEAP staff.
- Board members and the public will receive official notice of future meetings and will be informed of any updates or changes to policies that concern meeting participation, as required.

(continued next page)

We should be very proud of the work our Board has done throughout the pandemic and your continued perseverance, and patience, is appreciated as we resume in-person meetings. For those newly appointed members that have joined the board during virtual meetings, we look forward to having you join in person!

If you have any questions or concerns regarding in-person meetings or believe you will not be able to attend meetings in-person, please contact Kris Klein at kris@purelansing.com or (517) 599-1136 immediately so these matters may be properly addressed.

Thank you,



Calvin L. Jones, Chair
Lansing Economic Development Corporation
Lansing Brownfield Redevelopment Authority
Lansing Tax Increment Finance Authority

Cc: Andrea Binoniemi, Vice-Chair
Shelley Davis Boyd, Secretary
Blake Johnson, Treasurer
Kimberly Coleman, Member
Thomas Donaldson, Member
Brian McGrain, Member
Michael McKissic, Member
Tom Muth, Member
Karl Dorshimer, Authorized Representative