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

2) Approval of LBRA Board Meeting Minutes – Friday, June 4, 2021

3) Presentation on Collins Road Corridor Streetscape Plan Process

   Approval of Collins Road Corridor Streetscape Plan Proposal #2 (ACTION)

4) Approval of Amended Reimbursement Agreement (ACTION)
   For Capital City Market Brownfield Plan #75 Amendment 2

5) Approval of Amended Interlocal Agreement with Lansing TIFA (ACTION)
   For Capital City Market Brownfield Plan #75 Amendment 2

6) Open Forum for LBRA Board Members

7) Other Business

8) Public Comment

9) 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 Brownfield Redevelopment Authority

Board of Directors Meeting Minutes
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) – left at 10:01 am, 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:	-

Call to Order / Rollcall / Meeting Process

Chair Jones welcomed all and called the LBRA Board of Directors meeting to order at 9:56 a.m.

Approval of LBRA Board Meeting Minutes – Friday, May 7, 2021

MOTION: Johnson moved to approve the LBRA meeting minutes from the Friday, May 7, 2021 LBRA Board of Director's meeting, as presented. Motion seconded by David-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 FY2020/2021 LBRA Budget Amendment (Action)

Klein provided a walkthrough of the LBRA Budget Amendments, that were highlighted in orange. He pointed out notes where actual tax revenue was higher than what was projected.

MOTION: Coleman moved to approve the FY2020/2021 LBRA 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 LBRA Budget (Action)

Klein provided a walkthrough of the proposed LBRA Budget that was highlighted in blue. Klein noted that there are some brownfield plan that are starting and several that were coming to a close.

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

Klein took a roll call vote, record as:

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

YEAS: Unanimous. Motion carried.

Open Forum for LBRA Board Members
Chair Jones asked for a financial training for the board. Dorshimer shared that staff is working on this and would like to align it with a quarterly report.

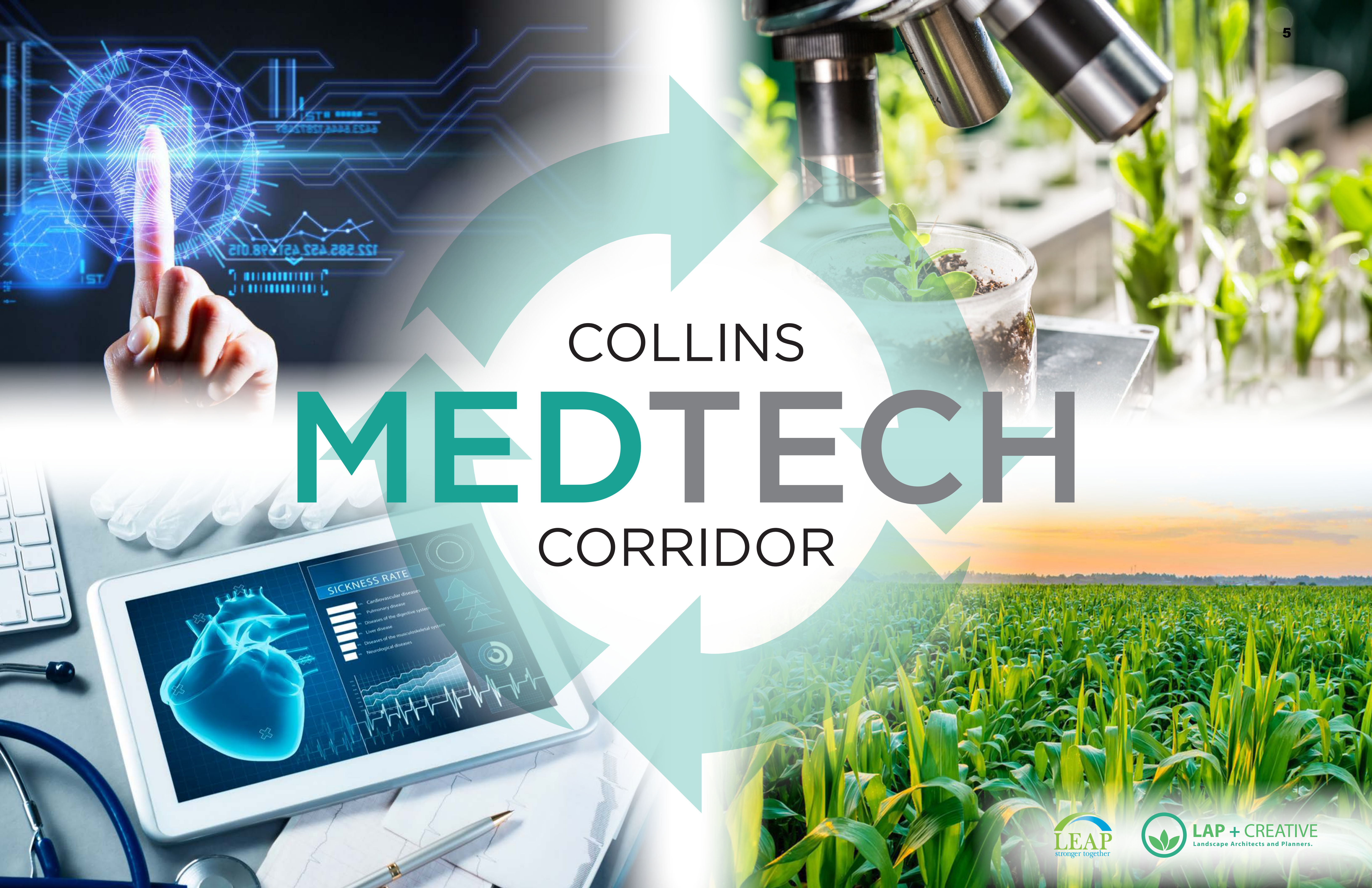
Other Business
None was provided.

Public Comment
None was provided.

Adjournment
There being no further business, Chair Jones declared the LBRA Board of Director's meeting adjourned at 10:04 a.m.

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

COLLINS MEDTECH CORRIDOR



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COLLINS MEDTECH CORRIDOR

INTRODUCTION

Landscape Architects & Planners, Inc. (LAP) has been commissioned by the Lansing Economic Area Partnership (LEAP) to assist in the beautification of the Collins Road Corridor.

The study area includes the Collins Road Corridor from Jolly Road to Forest Road. It also includes the portion of Dunckel Road, specifically the east side intersection including the top of the "on and off ramps" of I-496/U.S. 127.

This study focuses on ways to enhance the corridor through amenities such as signage, gateways, landscaping, and artistic elements. While vehicular transportation is of utmost importance, so is the ability to travel this corridor on foot and by bicycle. Public transportation is yet another consideration addressed during this planning effort.

PURPOSE

Construction of a new McLaren Hospital is underway near the corner of Collins and Forest Roads. Additional housing and commercial development is occurring along Collins, south of Dunckel and upgrades and improvements are being made within the area of University Corporate Research Park. The infrastructure and publicly owned areas surrounding these new developments should have the same high level of quality and attractiveness as the facilities that they are servicing. First impressions are very important and to that end, it is paramount that the Collins Road Corridor provide an image that will be attractive, inviting, safe, easily navigable, and leave a positive long-lasting impression.

PLANNING PROCESS

To understand where we need to go, first we need to understand where we have been. Numerous plans have been created over the years for this area relating to development, non-motorized transportation, and road infrastructure. The first step in the planning effort was to gather all information available and see where any gaps or overlaps occur with these previous planning efforts.

LEAP and LAP coordinated with various stakeholders including representatives from the City of Lansing, McLaren Hospital, Michigan State University, Volaris Lansing, C2AE, the University Corporate Research Park and the Lansing Board of Water and Light. These stakeholders provided valuable insight as to what they would like the Collins Corridor to become throughout a series of meetings and an on-line opinion survey. The on-line survey asked the stakeholders to provide their opinion on various items ranging from "What should the corridor be called?" to "What style of gateway do you prefer?".

The valuable input recieved throughout these meetings was then used to develop and refine the concepts that are presented in this document.

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INVENTORY & ANALYSIS

Existing Property Map

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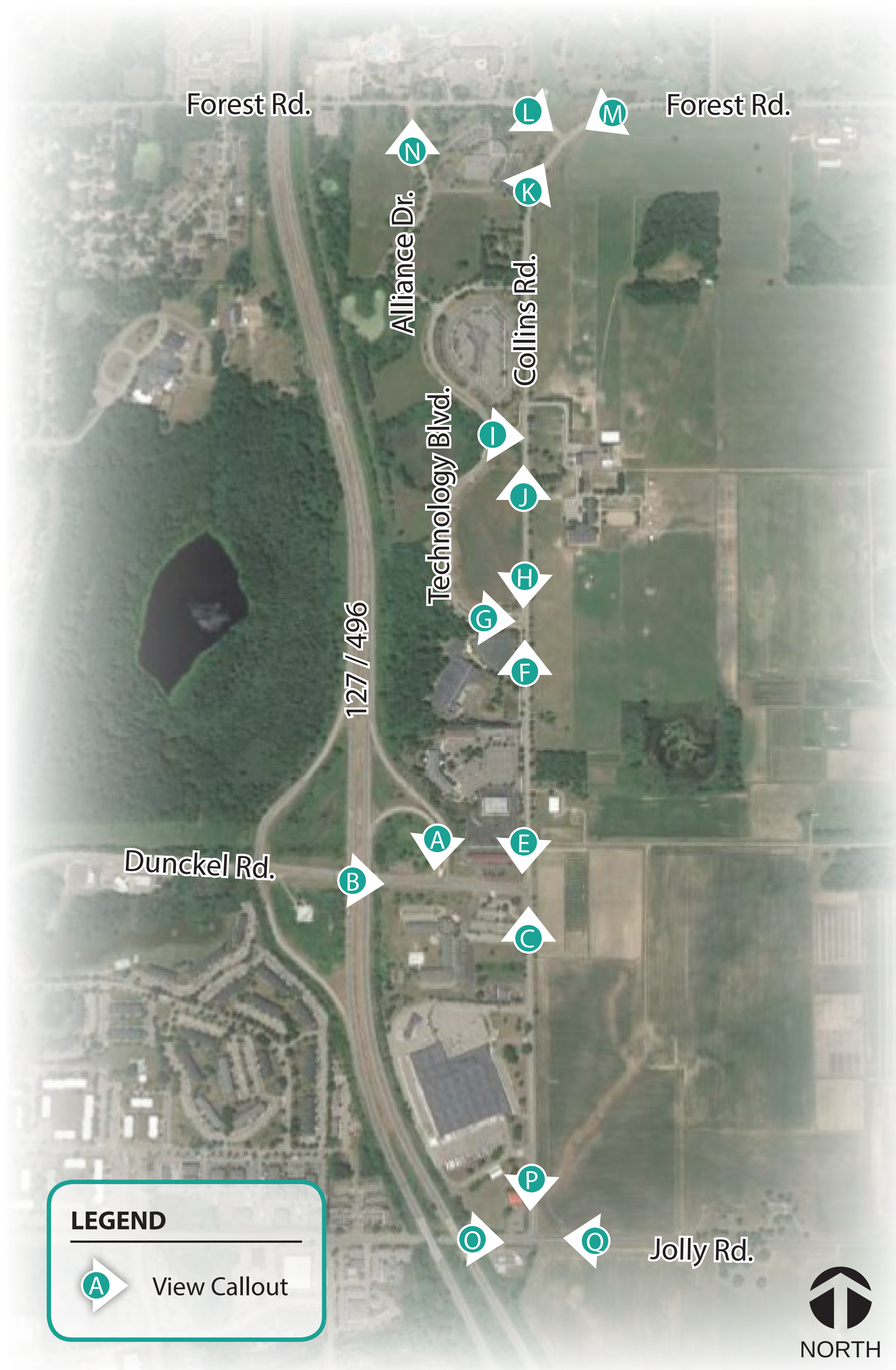
COLLINS MEDTECH CORRIDOR

INVENTORY & ANALYSIS

Existing Views

COLLINS MEDTECH CORRIDOR

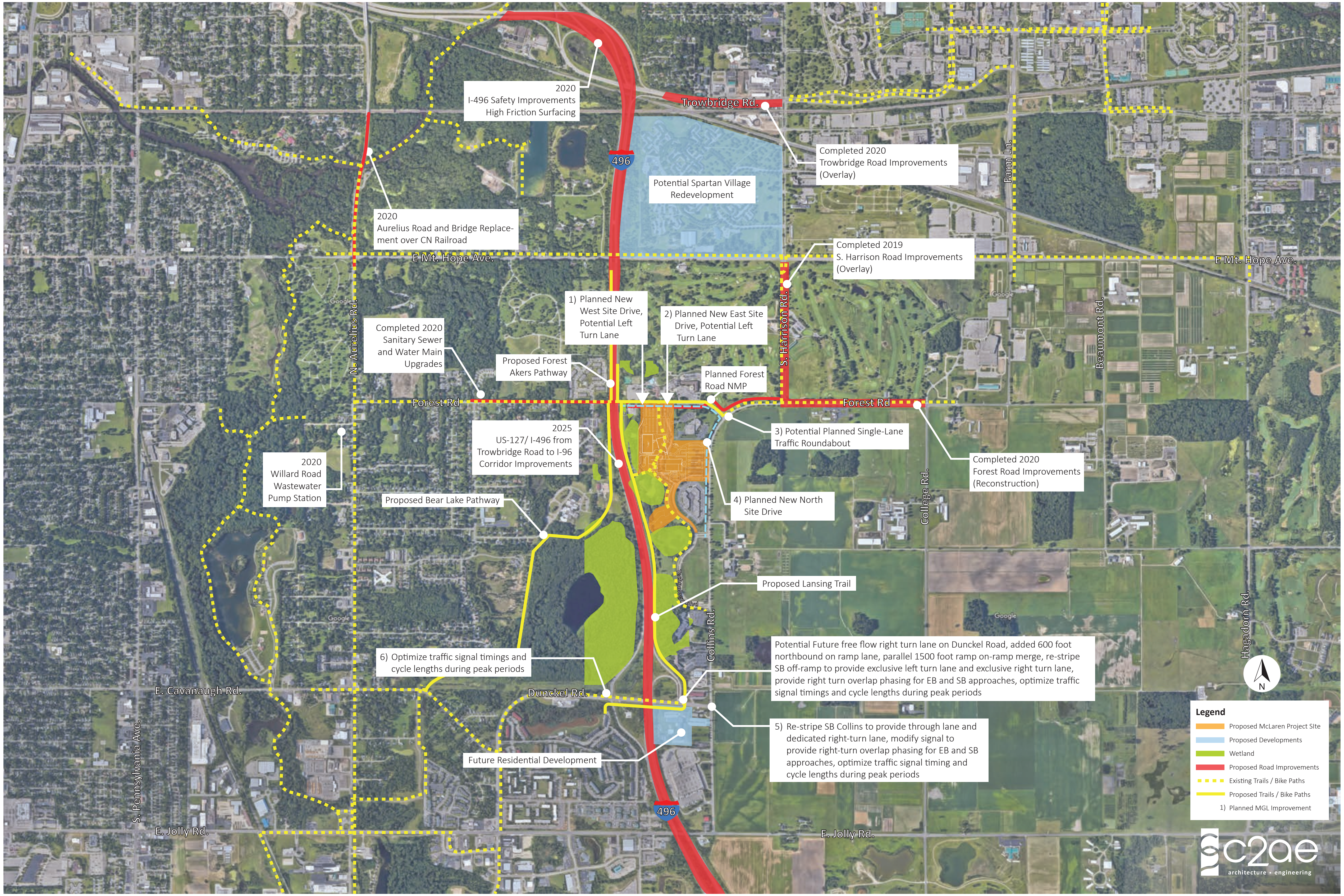


INVENTORY & ANALYSIS

Existing Views

INVENTORY & ANALYSIS

Existing Views



NON-MOTORIZED FACILITIES

Map of existing and planned non-motorized facilities (provided by C2AE)

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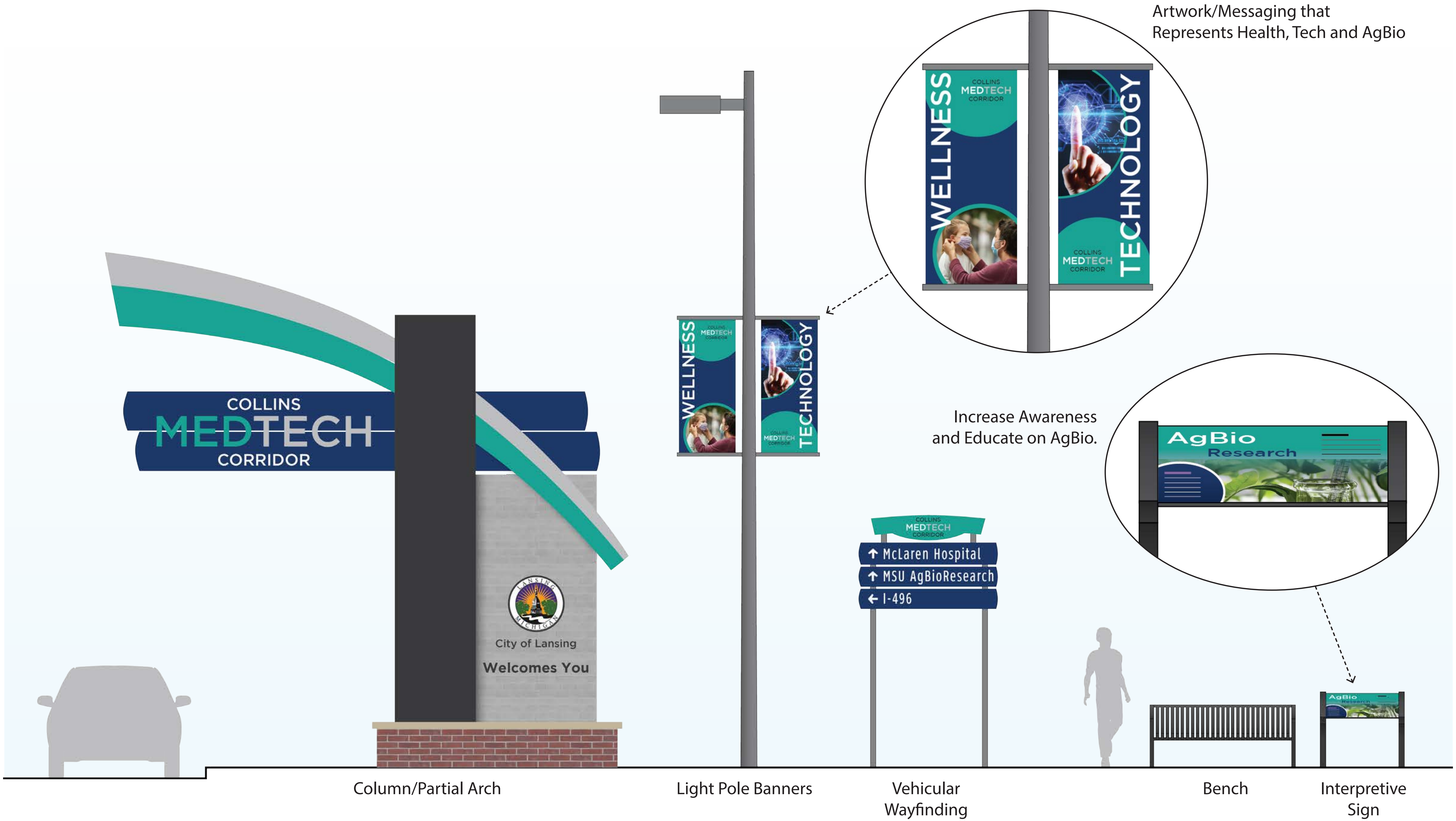
NON-MOTORIZED FACILITIES

Proposed Improvements

COLLINS MEDTECH CORRIDOR



CONCEPTUAL RENDERING
Signage Design Concepts

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Monument Sign

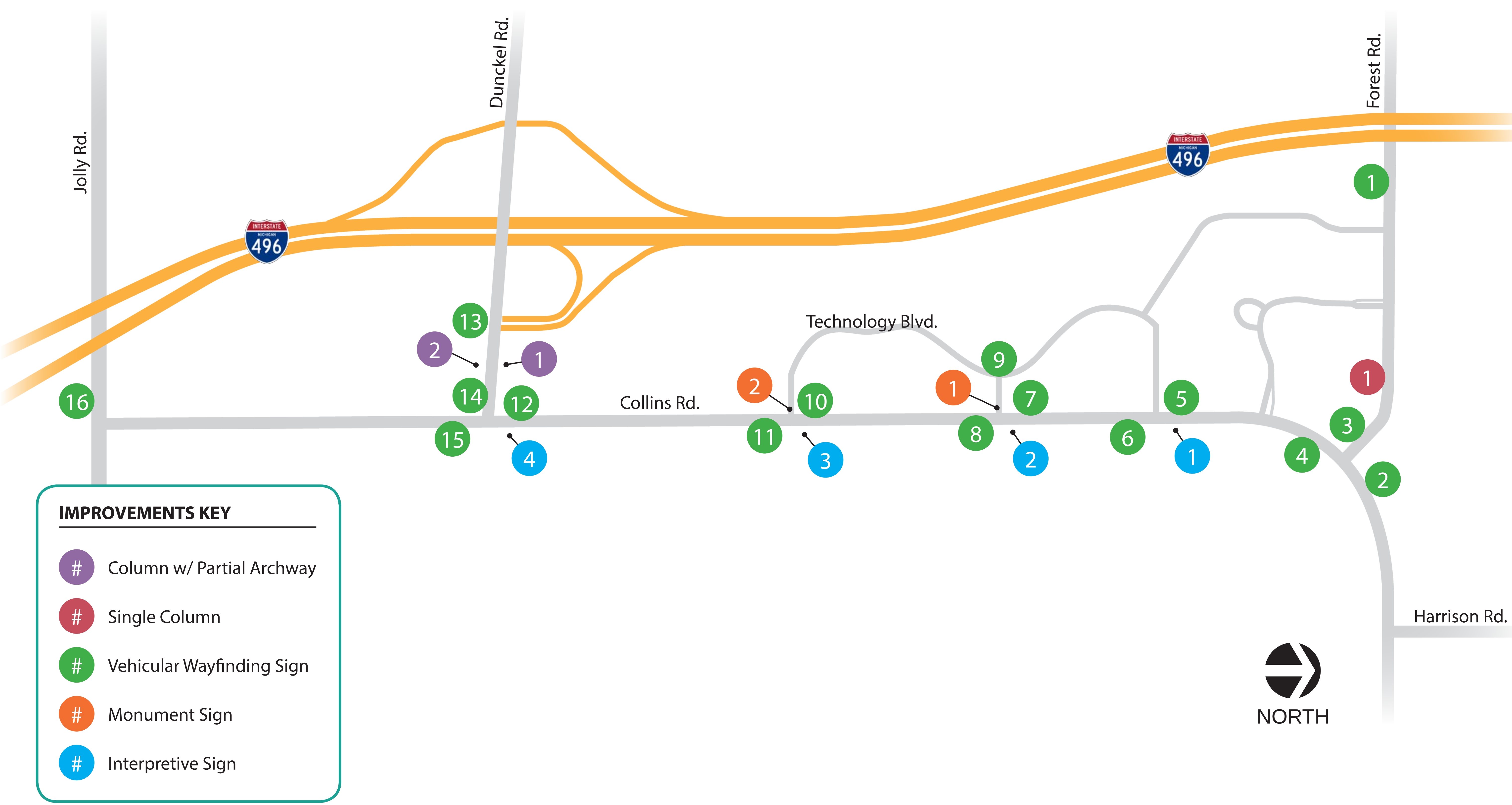
Vertical Monument Sign

Single Column

CONCEPTUAL RENDERING

Signage Design Concepts

COLLINS MEDTECH CORRIDOR



SIGNAGE AND WAYFINDING

Proposed Signage Map

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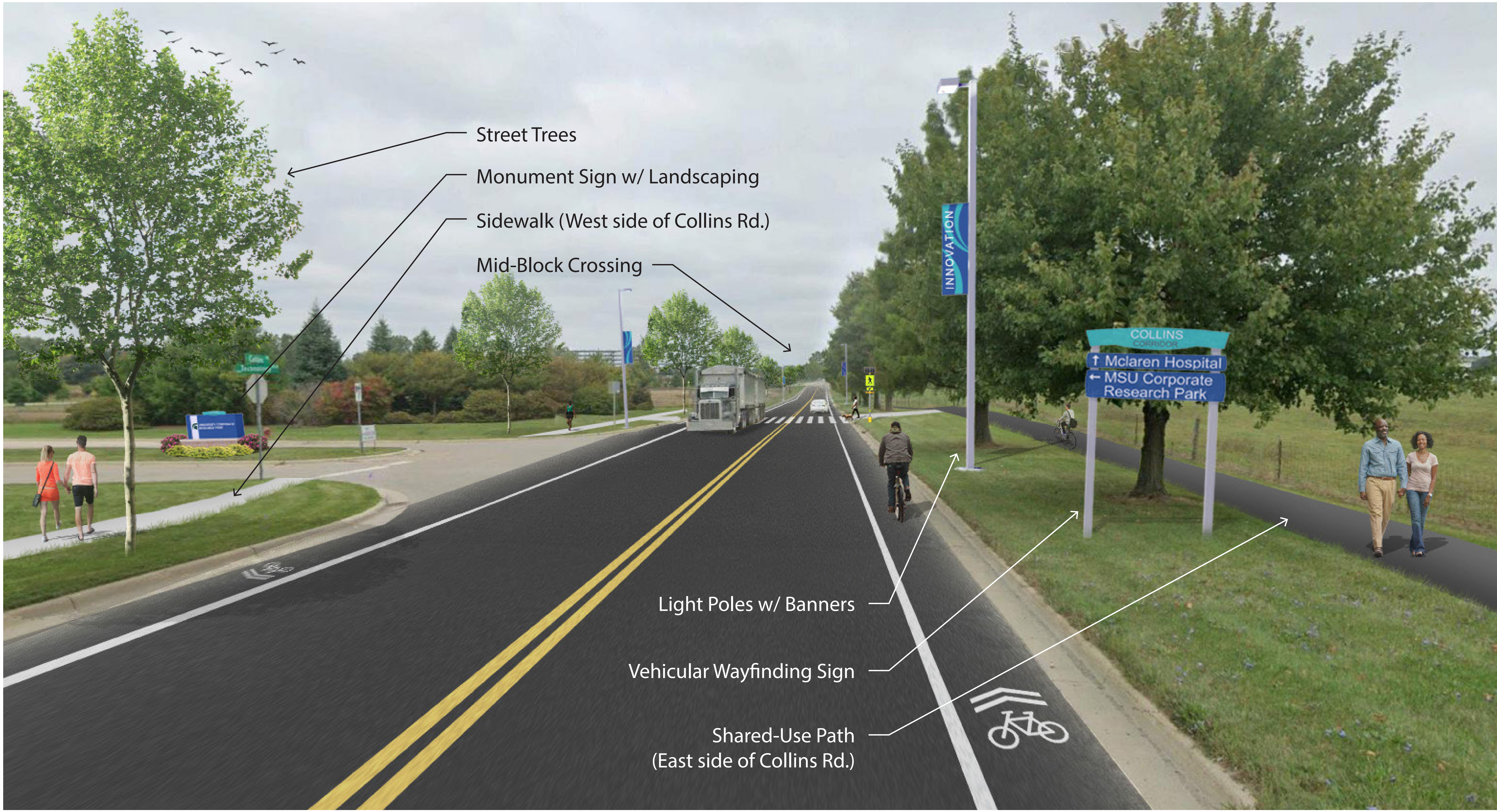

CONCEPTUAL RENDERING
Looking North on Collins Road

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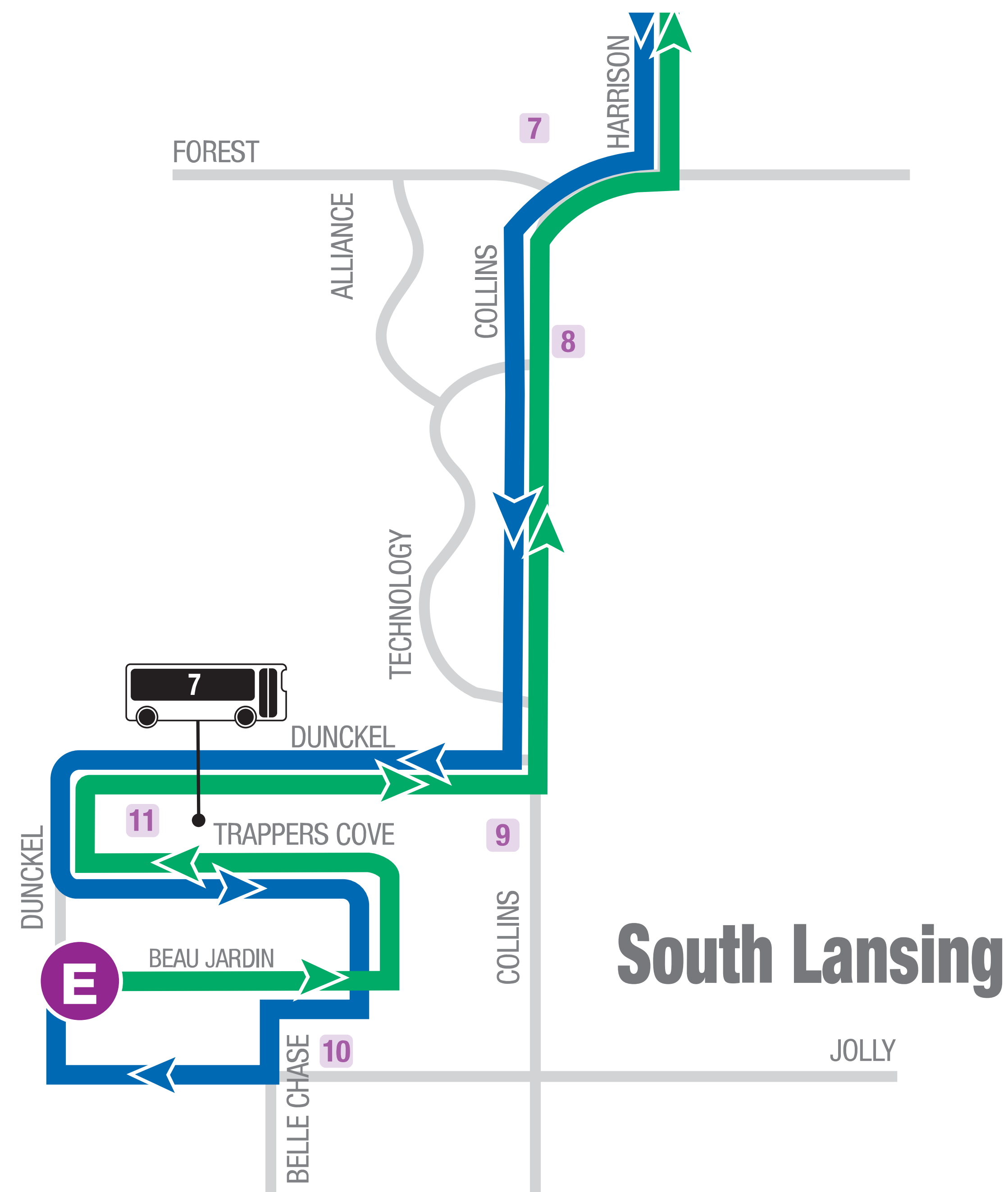
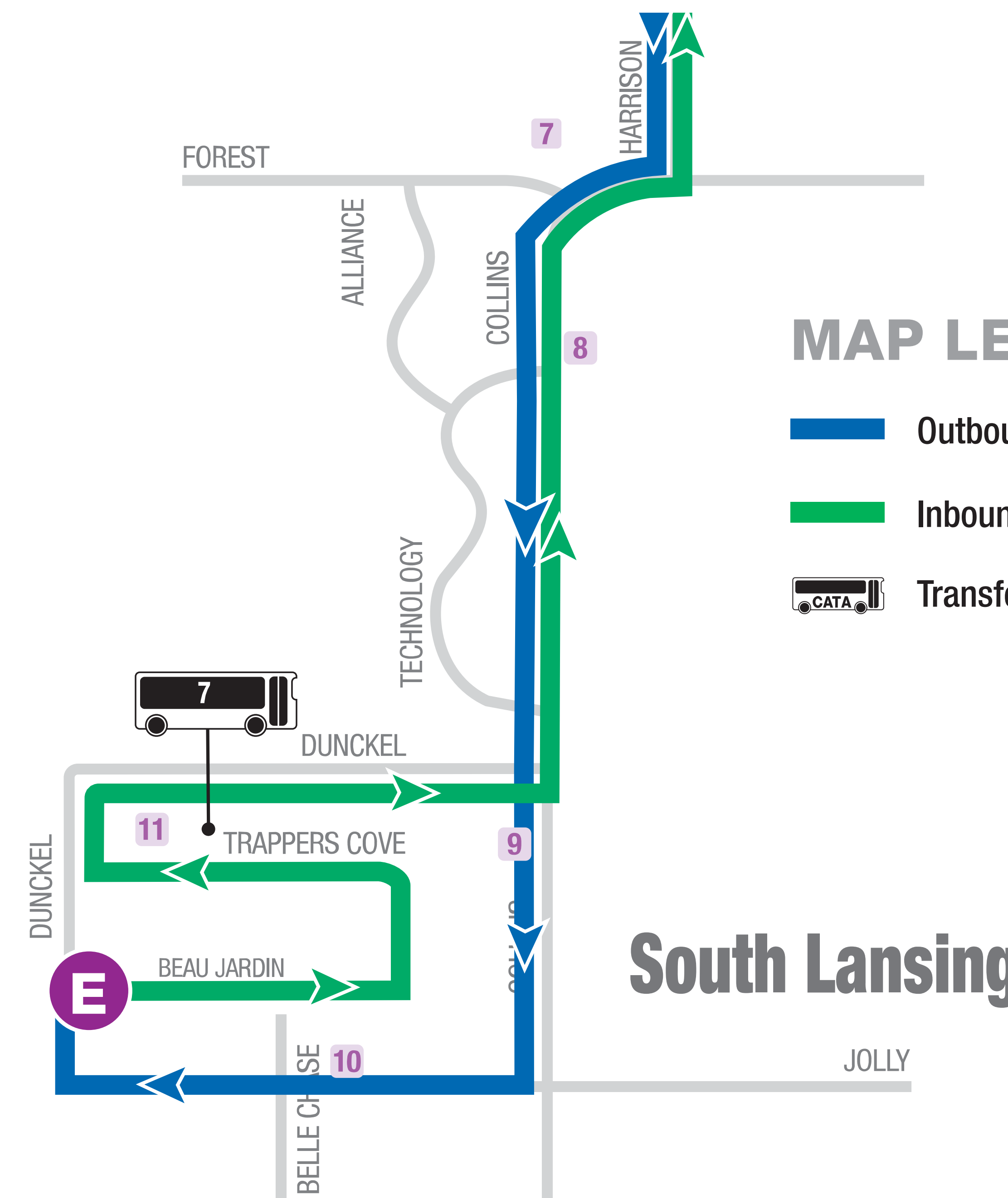


Existing Route Map



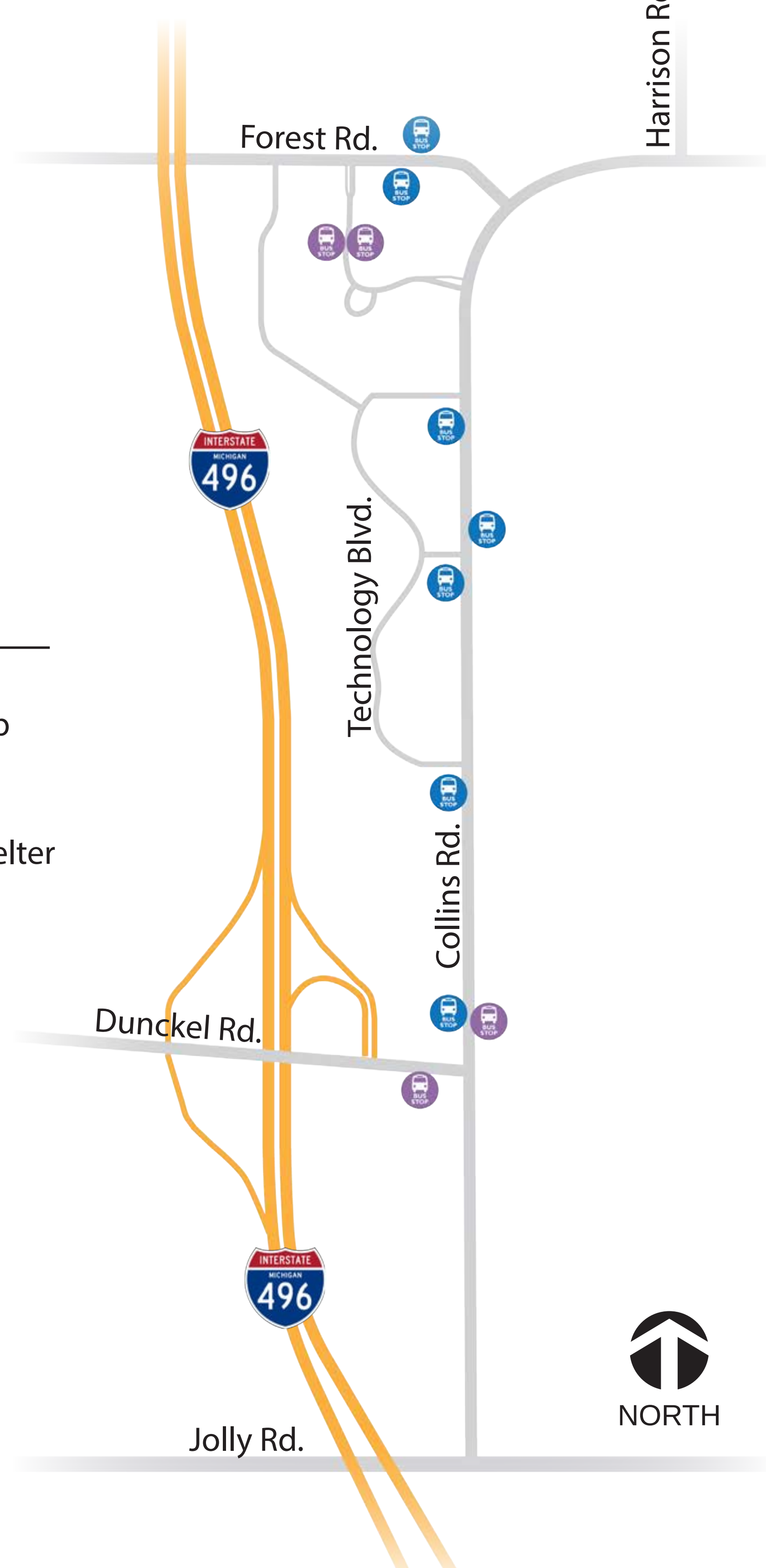
Proposed Route Map

MAP LEGEND

- Outbound (south)
- Inbound (north)
- CATA Transfer Point to Indicated Route(s)

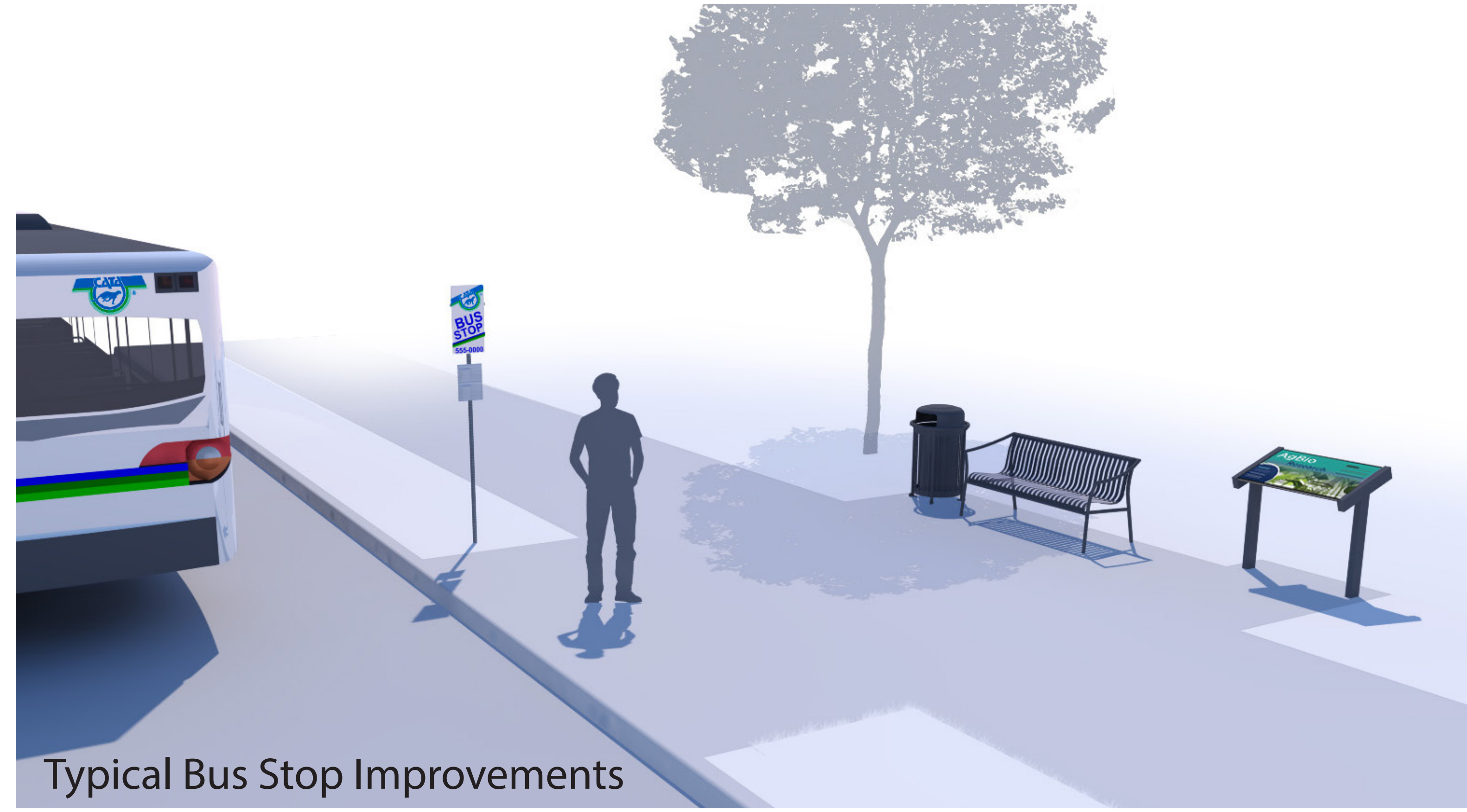
NORTH

COLLINS MEDTECH CORRIDOR



IMPROVEMENTS KEY

- BUS STOP — Typical Bus Stop
- BUS STOP — Bus Stop w/ Shelter

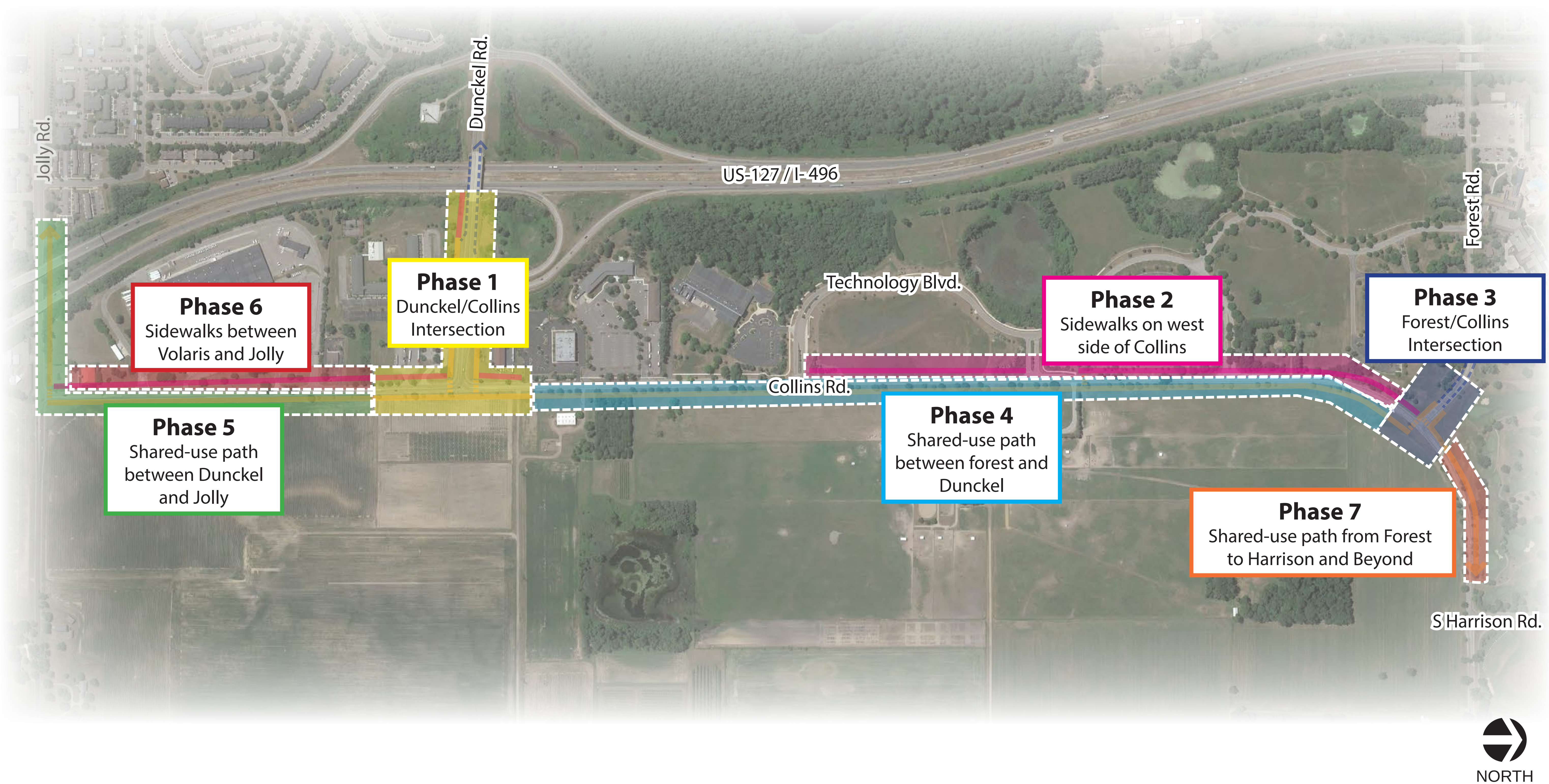


Typical Bus Stop Improvements

Bus Stop with Shelter

BUS STOP IMPROVEMENTS

Bus Stop Locations



PROJECT PHASING

Potential Phasing Plan

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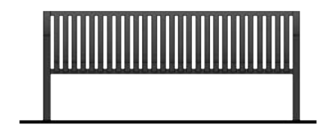
COLLINS MEDTECH CORRIDOR

Column with Partial Arch: **$50,000 - $75,000 ea.**

Light Pole Banners: **$350 - $500 ea.**

Vehicular Wayfinding Sign **$5,000 - $10,000 ea.**

Single Column: **$35,000 - $65,000 ea.**



Bench: **$1,500 - $2,500 ea.**

Interpretive Sign: **$1,750 - $2,250 ea.**

Monument Sign (Horizontal): **$12,000 - $20,000 ea.**

Monument Sign (Vertical): **$10,000 - $18,500 ea.**

SIGNAGE AND AMENITIES
Potential Costs

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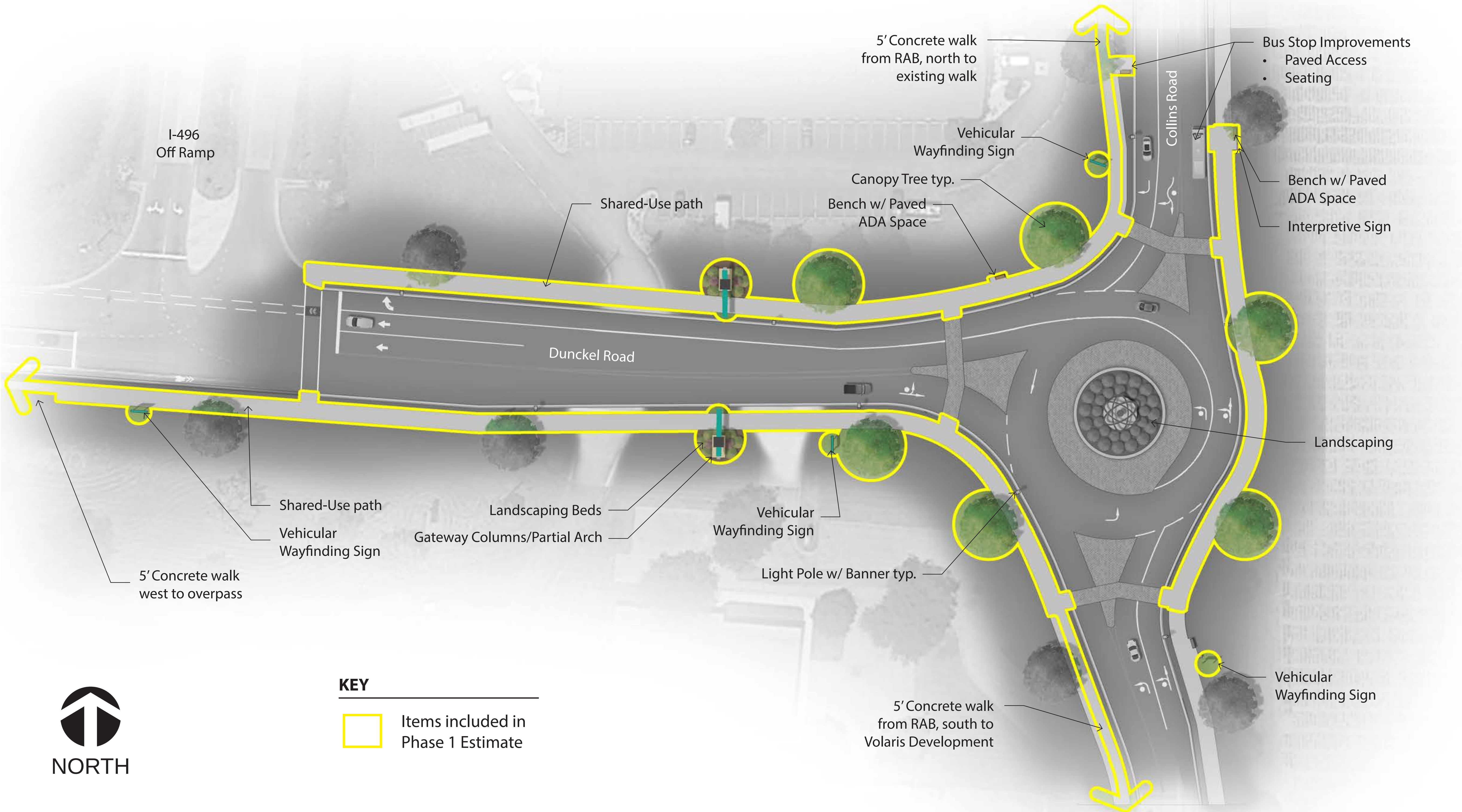
PRELIMINARY MASTER PLAN

Dunckel/Collins Intersection



POTENTIAL PHASE 1

Dunckel/Collins Intersection

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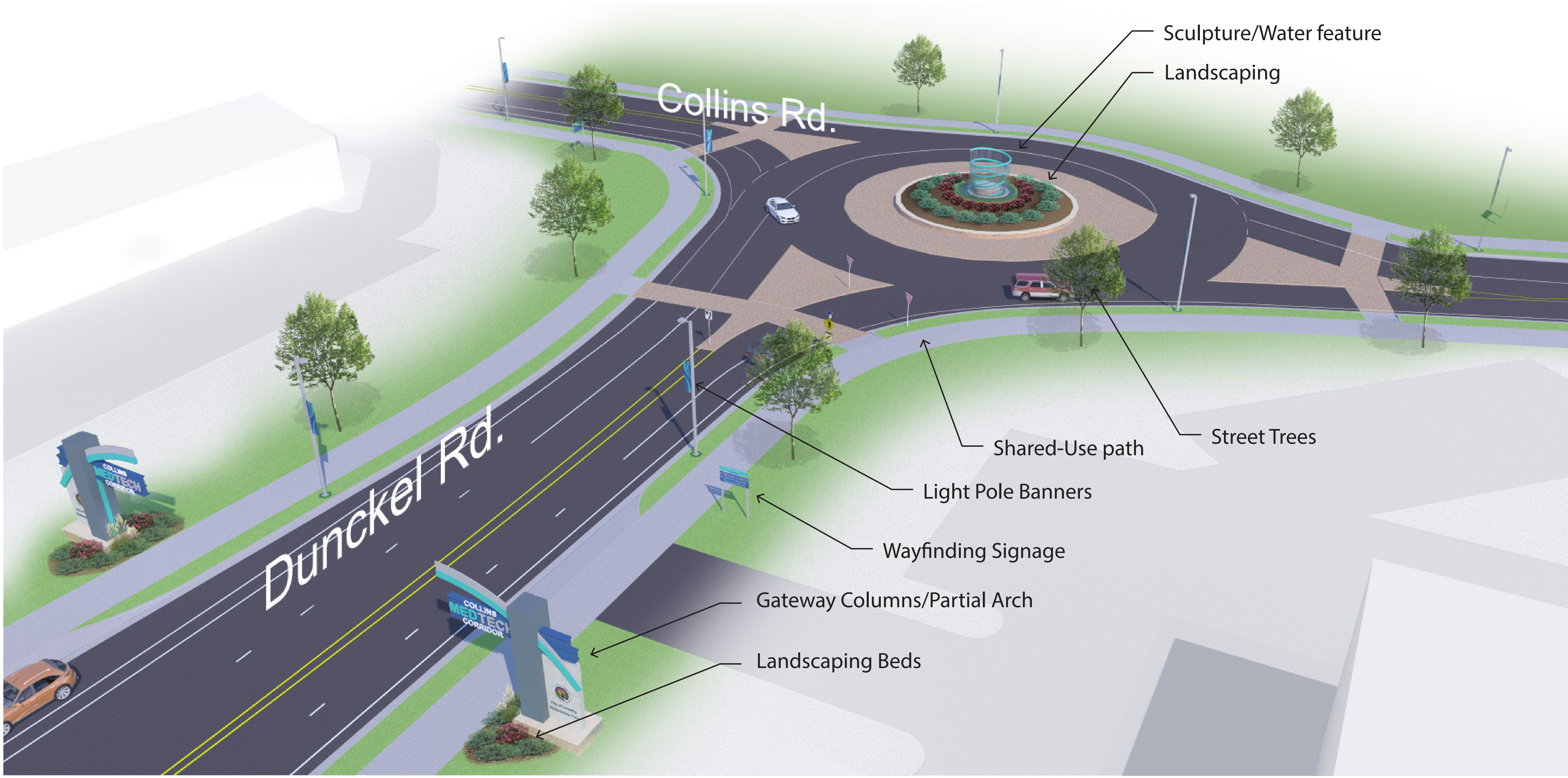

CONCEPTUAL RENDERING

Looking Northeast from Above

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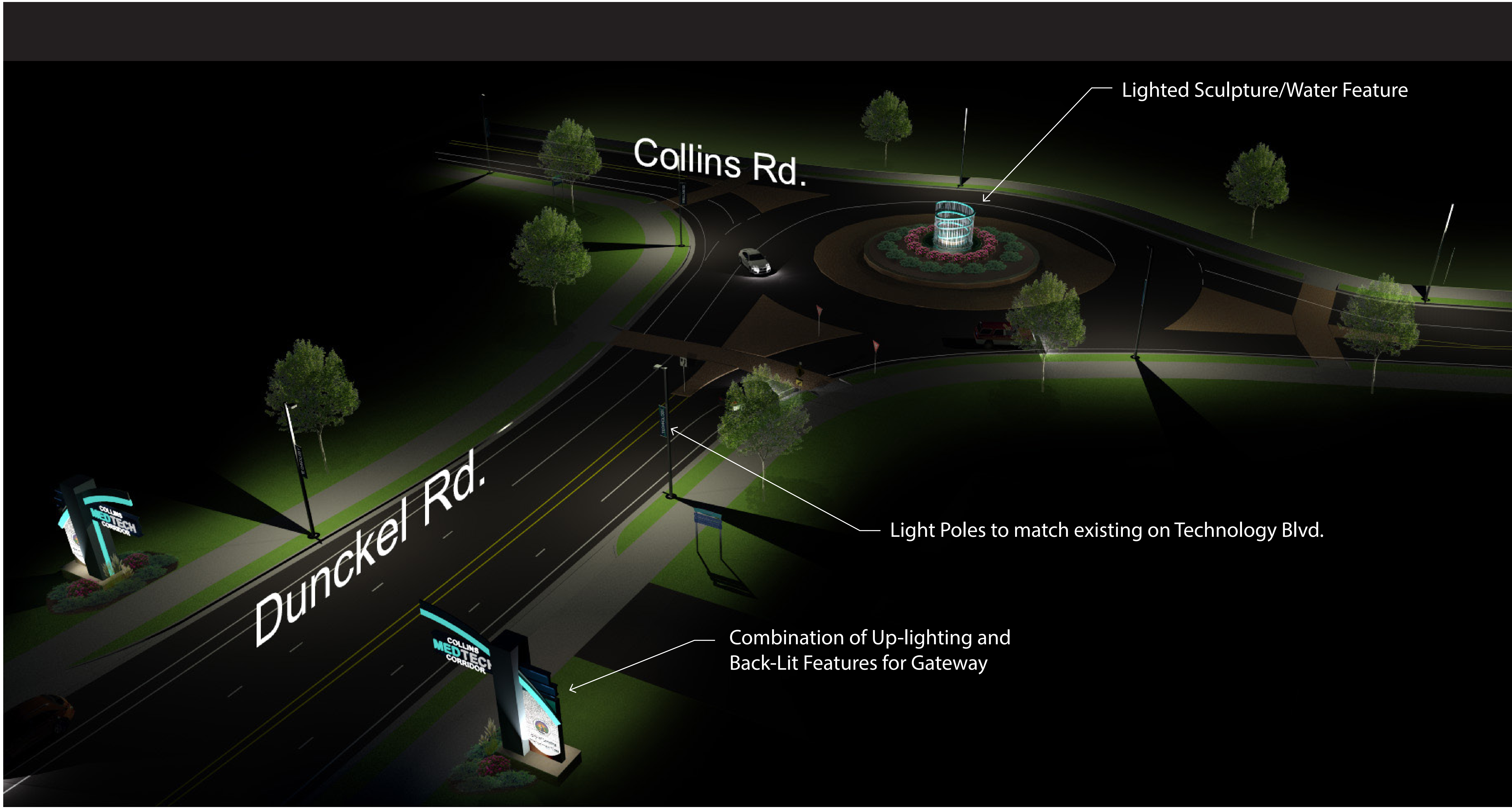

CONCEPTUAL RENDERING

Looking Northeast from Above (Night)

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CONCEPTUAL RENDERING

Looking East on Dunckel Rd.

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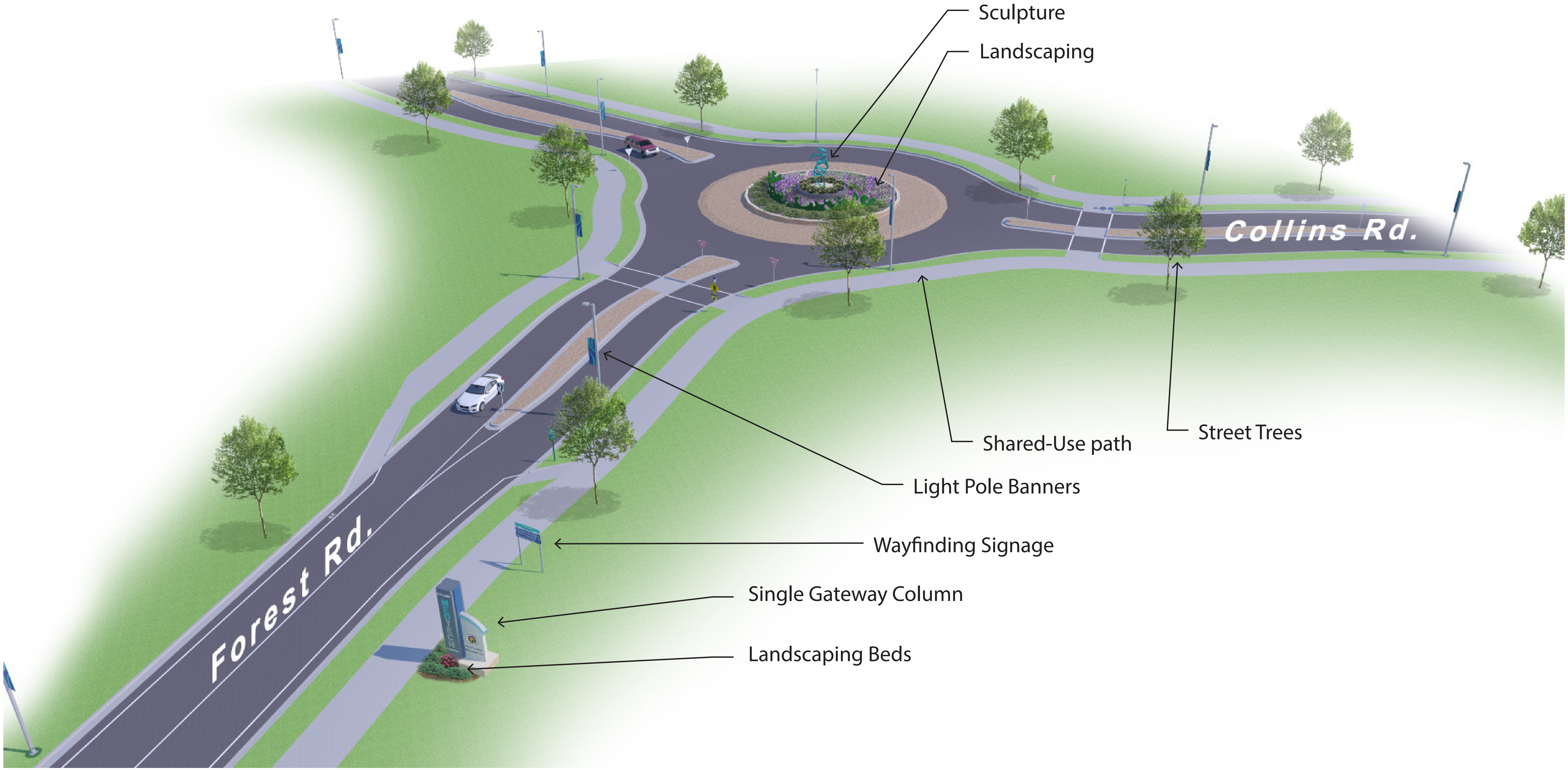
CONCEPTUAL RENDERING
Looking East on Dunckel Rd. (Night)



CONCEPTUAL RENDERING

Looking East from Above

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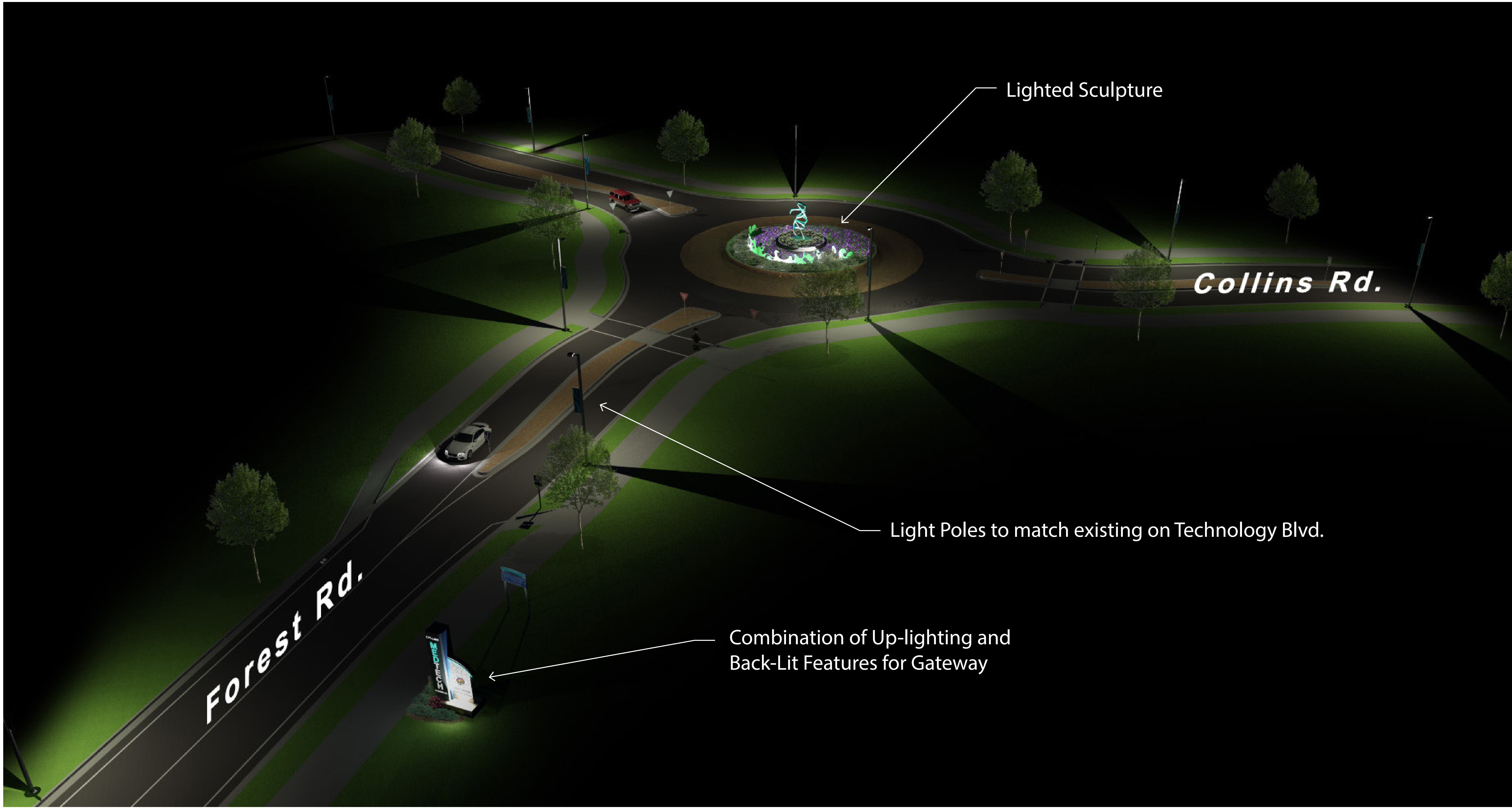

CONCEPTUAL RENDERING

Looking East from Above (Night)

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CONCEPTUAL RENDERING
Looking East on Forest Rd.

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COLLINS MEDTECH CORRIDOR

CONCEPTUAL RENDERING
Looking East on Forest Rd. (Night)

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FULL CORRIDOR

Scope Item	Quantity	Unit	Unit Cost	Cost
5' wide Concrete Walks	6646	LF	$48.00	$319,008.00
10' wide Shared-use Path	7660	LF	$95.00	$727,700.00
Columns with Partial Archway	2	EA	$75,000.00	$150,000.00
Single Column	1	EA	$65,000.00	$65,000.00
Monument Signs	2	EA	$20,000.00	$40,000.00
Vehicular Wayfinding Signs	16	EA	$10,000.00	$160,000.00
Interpretive Signs	4	EA	$2,250.00	$9,000.00
Light Pole Banners	62	EA	$500.00	$31,000.00
Benches	10	EA	$2,500.00	$25,000.00
Landscape beds w/plantings	5500	SF	$5.00	$27,500.00
Irrigation	1	LSUM	$20,000.00	$20,000.00
Street trees	25	EA	$750.00	$18,750.00
RAB Sculptures w/lighting	2	EA	$100,000.00	$200,000.00
Dunckel/Collins Roundabout	1	LSUM	$1,100,000.00	$1,100,000.00
			Subtotal	**$2,892,958.00**
			5% Mobilization	$144,647.90
			10% Contingency	$289,295.80
			15% Engineering	$433,943.70
			TOTAL	**$3,760,845.40**

PHASE 1 COSTS

Scope Item	Quantity	Unit	Unit Cost	Cost
Columns with Partial Archway	2	EA	$75,000.00	$150,000.00
Single Column at Forest Rd.	1	EA	$65,000.00	$65,000.00
Vehicular Wayfinding Signs	16	EA	$10,000.00	$160,000.00
Interpretive Signs	4	EA	$2,250.00	$9,000.00
Landscape beds w/plantings (around monuments)	1200	SF	$7.00	$8,400.00
			Subtotal	**$392,400.00**
			15% Mobilization/General Conditions	$58,860.00
			10% Contingency	$39,240.00
			Engineering	$55,350.00
			TOTAL	**$545,850.00**

NEXT STEPS

1. Come to a consensus on major gateway signage design and branding elements.

2. Seek additional funding for the Collins and Dunckel roundabout. (additional $1.5 million)

3. Proceed with development of construction drawings and bid documents for Phase 1 (Collins and Dunckel Intersection)

4. Coordinate with the City of Lansing to schedule and construct Phase 1.

5. Complete Phase 1 by February 1, 2022

6. Continue working with stakeholders to define and refine other phases.

7. Seek funding opportunities to complete the other phases.

8. Coordinate with the City of Lansing and stakeholders to schedule and construct other phases.

Thank You

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809 Center St, Suite 1 | Lansing, MI 48906 | info@lapinc.net | (ph) 517-485-5500 | (fax) 517-485-5576

July 5, 2021

Karl Dorshimer, Sr. Vice-President of Economic Development
Lansing Brownfield Redevelopment Authority (Owner)
1000 S Washington Ave., Suite 201 Phone: (517) 702-3387 x 210
Lansing, MI 48910 Email: karl@purelansing.com

RE: ***Collins Road Corridor Beautification Project – Wayfinding Sign Implementation***

Dear Mr. Dorshimer,

Landscape Architects and Planners, Inc. (LAP) appreciates the opportunity to be invited to submit a proposal for continuing work regarding the **Collins Road Corridor Beautification Project – Wayfinding Sign Implementation**. LAP has been involved with the Collins Road Corridor Beautification process for the past year and appreciates the opportunity to continue working toward the first phase of the project's implementation.

If you have any questions about our proposal or need additional information, please contact our office at your earliest convenience. We are enthusiastic about the potential to once again be part of a design team that will benefit the community's image and infrastructure. We can start work on your project immediately to assist you in expediting your project. We look forward to working with LBRA, and your team members, again.

Sincerely,

Robert Ford, Principal
Landscape Architect

PROJECT UNDERSTANDING
It is our understanding that the project area includes the Phase 1 portion illustrated in the final report that was discussed last month. It also includes working with the Lansing Public Works Department and the Lansing Board of Water and Light to locate wayfinding signs and monument signs along the Collins and Dunckel corridors.

LAP anticipates locating 2 monument signs on Dunckel at the intersection of Collins and the on/off ramp of US-127. We also anticipate locating approximately 20 wayfinding signs along Collins and Dunckel in addition to 4 smaller wayfinding signs in front of significant businesses/institutions along Collins Road.

THE WORK PLAN
The work plan generally outlines the level of work to be accomplished and the sequence. The following goals and objectives have been identified to clarify our approach to your project needs:

TASK 1: ORIENTATION (1 Meeting)

1. ***Orientation Meeting.*** The Consultant will meet Lansing Brownfield Redevelopment Authority (LRBA) and other stakeholders to discuss the project approach, review time schedules, and review previous planning efforts.
2. ***Data Gathering (topography & geo-technical).*** The Consultant will coordinate with a local surveyor, as a sub consultant, to obtain a topographic survey for the Dunckel Road and Collins Road intersection to identify structures within the R.O.W., utilities, and where the sign locations. The consultant will also coordinate soil borings with a sub-consultant as necessary for sign column foundation (structural design).
3. ***Sign Manufacturer's.*** The Consultant will contact sign companies who specialize in manufacturing wayfinding signs to research product availability, material costs, supply chain delays, and shipping and delivery schedules.

TASK 2: WAYFINDING PRELIMINARY DESIGN (1 on site meeting, review meetings)

1) ***Sign Locations.*** LAP will locate signs within the Collins and Dunckel "Right of Way" (R.O.W). LAP will create a drawing to start the layout process and stake the layout in the ROW to show the physical locations of the proposed signs. The signs to be located will include:
   a) (2) columns with partial arch signs, on Dunckel between Collins and the on/off ramps of US-127
   b) (1) single column arch sign on Forest
   c) (2) monument signs, at the entrances to the corporate parks
   d) (16) wayfinding sign locations
   e) *(4)* Interpretive sign locations

2) ***Review Meeting with the City and LBWL.*** LAP will invite LBRA, the City, and the Lansing Board of Water & Light (LBWL) to perform an on-site review for the proposed sign locations. All concerns and relocations will be noted following the meeting.

3) ***Revisions.*** LAP will adjust the sign locations in the field and on a drawing according to input received by both the City and LBWL. The drawing will be sent to LBRA, the city and the LBWL for verification.

4) ***Permits.*** LAP with the City of Lansing will submit for sign permits.

TASK 3: DESIGN DEVELOPMENT (1 meeting)

1. ***Wayfinding - Sign Design.*** The Consultant will create a technical drawing for each type of sign including dimensions, size of fonts (labels/text), graphics, type of materials, finishes, illumination, and footing details.
2. ***Interpretive Signs – Concept Development.*** The Consultant will work with the appropriate parties to develop concept graphics and content for the interpretive signs. This will include one meeting with the

appropriate agency, (*MSU, Research Institute, McLaren, others*) as needed to develop a theme and/or graphic depicting the subject matter that is intended to be displayed. The Consultant will provide two revisions to each sign to obtain approval before going into construction documents.

3. ***Opinion of Probable Costs.*** LAP will update its opinion of probable costs from the previous work effort.

4. ***Review.*** The Consultant will provide a review set to LBRA, LBWL and the City of Lansing.

5. ***Revisions:*** The Consultant will make (1) set of revisions to the plans following this review.

TASK 4: FINAL APPROVAL

Approval. The Consultant will electronically submit the sign package for final review and approval to LBRA and other stakeholders. Any changes will be made according to sign regulations and/or LBRA and other stakeholders' final preferences. If needed, a second submittal for incidental changes will be provided at no additional cost.

TASK 5: CONSTRUCTION DOCUMENTS

1. LAP will develop the construction documents, including drawings and specifications for the arch signs, column signs, monument signs, wayfinding signs, and interpretative signs.
2. LAP will provide a 60% drawing and 90% drawing and technical specification review. LAP will make revisions as necessary.
3. LAP will develop the technical bid forms and submit to LBRA and the City for review.
4. All drawings, updated probable costs, bid forms and specification (construction documents) will be provided electronically to LBRA and the City for Final Review.
5. Incidental changes will be provided at no additional cost.

TASK 6: BIDDING

1. The City/LBRA will be responsible for providing the front-end bid documents and administering the bid process including all advertising and Public Notices, supplying plan houses etc. If LBRA would like LAP to coordinate this bid process, it will at no additional cost.
2. The Consultants will attend a Pre-bid meeting to assist with answering technical questions and issue any addenda content, as necessary. The Consultants will be available to attend the bid opening if requested by LBRA/City, otherwise the Consultant will receive the bid tabs from LBRA/City for review.
3. The Consultants will assist in bid evaluation by the reviewing the qualifications, insurance claims, past references/performance and then discuss the most qualified bidder at the most reasonable cost with LBRA before making recommendation of award. The Consultant will be available to attend any administrative meetings to obtain approval from City Council or the City Administration.
4. Contract: LAP will provide a contract between the Owner and Contractor unless LBRA or the City has a contract that it prefers using. The Consultant will coordinate signing of the contract, insurances and bonds, as required.
5. The Consultant will obtain a schedule of work from the contractor.

TASK 7: CONSTRUCTION OBSERVATION

1. The Consultants will observe construction at key points throughout.
2. The Consultant will provide the following services during construction:
   a. Site meetings including:
      (1) One (1) preconstruction meeting.

(2) Periodic site visits to observe installation of all signs.
(3) The Consultant will also review relevant submittals (shop drawings) and respond to the contractor’s request for information and/or changes/substitutions as needed.
(4) The Consultant will provide site observation reports/photographs. Any testing will be treated as an additional cost to the project that the City/LBRA is responsible for.
(5) One (1) review meeting at 90% completion to prepare a punch list of open items that must be completed in order for the Consultant to grant Conditional Acceptance to begin the warranty maintenance period.
(6) The Consultant will prepare a punch list for the Contractor to complete the remaining work.
(7) One (1) review meeting at 100% completion to ensure all project elements have been completed to project specifications.
(8) The Consultant will provide any bulletins, change orders (if necessary) and related correspondence, and applicable forms as needed.

TENNATIVE SCHEDULE

T-1	Data Gathering	July - August
T-2	Preliminary Design	September
T-3	Design Development	October
T-4	Final Approval	November
T-5	Construction Documents	December – January
T-6	Bidding	January - February
T-7	Construction Observation	March - June

BASIS of PAYMENT

LUMP SUM $55,350.00

All invoices will be submitted monthly on a percentage of completion basis. All invoices are expected to be paid within 30 days from the mail date, which is on the invoice. Interest will be charged at 1.5% per month on the balance of any fee not paid within the 30 days. This proposal shall remain in effect for 90 days after which it will become null and void. LAP hourly rates will remain valid as per “Exhibit A” through the end of the fiscal year. After which, hourly rates are subject to change.

ADDITIONAL SERVICES

The consultants will provide additional services as needed on an hourly, lump sum, or cost plus basis. Construction related services such as construction documents, layout and staking, inspections, construction coordination, etc. will be provided upon request. Please see the attached Professional Fee Schedule for hourly rates.

COORDINATION WITH OTHER DESIGN AND CONSTRUCTION MANAGEMENT PROFESSIONALS - LAP will be available to coordinate its work efforts with other professionals who are currently under contact with the Owner. These services will be on a time and material basis.

MEETINGS, PRESENTATIONS AND OTHER RELATED SERVICES - LAP will be available for additional meetings and presentations and other related services, not indicated in the Scope of Services above, as requested by the Client during the planning, administration, and project management portions of this project on a time and material basis. LAP will not undertake additional services unless specifically requested by the Client. The fees listed on "Exhibit A" will apply and be billed on a time and material cost basis unless otherwise agreed to.

SUB CONSULTANTS AND RELATED SERVICES - LAP is available to coordinate the services of other consultants (sub-consultants) providing survey data, soils testing, wetland determinations and related environmental services, and other related services for the planning, details, and implementation of this project. LAP will be compensated for the coordination and oversight of services being rendered by sub-consultants under this Agreement by multiplying the sub-consultants fee by 1.2 (a 20% coordination fee billed by LAP). The Owner will hold the actual purchase order for the services being provided.

<u>ITEMS to be PROVIDED by the CONSULTANT</u>

The Consultant will provide the following items to the Owner:

Plans and Document Originals

LAP will provide one reproducible copy of all drawings and written reports, details, working drawings, and specifications. Drawings will be in ACAD-14 format. Written documents will be in Microsoft Word.

Sub-consultants

LAP will provide for and coordinate the services of all Sub-consultants as required in the base Scope of Services as presented above, to prepare the services represented above, excluding unusual or abnormal design and engineering related services.

Acknowledgment

LAP will be allowed to post at its own expense and design one 4' x 4' sign in a visible area near the entry of the project recognizing the firm's name, participation, and service provided in conjunction with the project. If a design team sign is provided, then LAP will be recognized in an equal manner to other Consultants. The contents of the sign shall be determined with the owner's approval.

<u>ITEMS to be PROVIDED by the OWNER</u>

The Owner will provide the following items to the Consultant**:**

Existing Site Conditions

The Owner will be responsible for providing complete site information regarding property ownership, restrictions, current zoning, easements, flood plain locations, and any areas of existing hazardous materials. Coordination of these services will be provided by LAP.

New Survey Data

When current site survey data is not available or in need of an update, the Owner will be responsible for providing all boundary and topographical survey data. All new data will adhere to the minimum Standard Detail Requirements and Classifications for ALTA/ASCM Land Surveys as adopted by the American Land Title Association and American Congress on Surveying & Mapping, 1992 edition. All new survey data will be provided both in hard reproducible copy and in ACAD-2014 electronic form. Coordination of these services will be provided by LAP.

Environmental Verifications

The Owner will be responsible for providing complete site information regarding wetland determinations and/or any endangered species. Coordination of these services will be provided by LAP.

Soils and Materials Testing

The Owner will be responsible for soil testing necessary to perform work during the Planning and Design services phase and the Construction Manual preparation phase. While the selected construction contractor will normally be required to provide required testing during the actual course of the work implementation, the Owner might be advised to verify such tests with their own testing services. Coordination of these services can be provided by LAP at a 1.2 multiplier.

Plan Review Fees

The Owner will pay all required Federal, State and local review fees. Such costs for plan review fees by governmental agencies will be the direct responsibility of the Owner.

Reports, Plans and Other Document Reproduction

The actual cost of Reports, Plans and Other Document reproduction for review and/or approval is the responsibility of the Owner. The Consultant will provide the initial reproducible copy. Consultant will provide coordination of these services. The owner will pay for any additional reproduction services.

LAP is pleased to be given the opportunity to propose on this worthwhile project. Once authorized, we anticipate immediate commencement of our work. Thank you very much for your time and consideration of our firm. We look forward to working with you in the near future!

Sincerely,

Robert Ford

Robert Ford
Principal

AUTHORIZATION & NOTICE to PROCEED

In reference to the above proposal, authorization is granted to Landscape Architects & Planners, Inc. to begin work regarding professional services for the ***Collins Road Corridor Beautification – Wayfinding Sign Implementation.*** The work will commence in accordance with the terms and conditions indicated in the preceding pages of this document. There are no other terms or conditions other than this document. Any changes or alternations will be by written amendment, signed and dated.

LAP will not be held responsible for alterations to the proposed schedule due to events beyond our direct control. Delays caused by the owner or pubic, sub consultants, or other delays not attributed to the direct performance of LAP shall not constitute default by LAP.

The Design Professional agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Design Professional's gross negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom the Design Professional is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold the Design Professional harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Client's negligent acts, errors or omissions arising from the project that is the subject of this Agreement.

The Design Professional is not obligated to indemnify the Client in any manner whatsoever for the Client's own negligence.

_________________________________ _________________________________

Authorized Signature date Witness date

_________________________________ _________________________________

Print / Type the Name of the Person Above Witness date

Z:\Proposals\2020 Proposals\20039 LBRA Collins Rd Corridor\Collins Road Corridor Sign Proposal.docx

THE LANSING BROWNFIELD REDEVELOPMENT AUTHORITY (LBRA)

Resolution Approving Amendment of Reimbursement Agreement
Plan #75 Amendment #2 – Capital City Market/637 E. Michigan Ave.

At a meeting of the Board of Directors of the Lansing Brownfield Redevelopment Authority (LBRA) City of Lansing, Michigan, held on the 9th day of July 2021, at 8:30 a.m., pursuant to notice duly given:

MEMBERS PRESENT:

MEMBERS ABSENT:

The following preamble and resolution was offered by;

MEMBER: and seconded by,

MEMBER:

WHEREAS, the Lansing Brownfield Redevelopment Authority (the "LBRA") and City of Lansing (the "City") both adopted the Brownfield Plan #75 Amendment #2 on April 9, 2021, and June 7, 2021, respectively ("Plan #75-2"), for 600 E. Michigan-Lansing, LLC and 637 E. Michigan, LLC, each a Michigan Corporation (collectively, the "Developer"), for a brownfield redevelopment project (the "Project") located at 600 E. Michigan Ave. and 637 E. Michigan Ave., Lansing, Michigan; and

WHEREAS, the LBRA and Developer previously entered into a Reimbursement Agreement, dated as of November 26, 2018, to reimburse the Developer for Eligible Activities utilizing Tax Increment Revenues; and

WHEREAS, the Reimbursement Agreement requires amendment to incorporate the expanded Project approved Plan #75-2 including the development timeline and additional property; and

WHEREAS, LBRA staff and LBRA Attorney have worked with the Developer to draft an Amended and Restated Reimbursement Agreement for Plan #75-2, a copy of which is attached hereto as Exhibit A ("Amended Reimbursement Agreement"),

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LANSING BROWNFIELD REDEVELOPMENT AUTHORITY, AS FOLLOWS:

The Lansing Brownfield Redevelopment Authority (the "LBRA") approves to amend the Reimbursement Agreement between the LBRA and 600 E. Michigan-Lansing, LLC and 637 E. Michigan, LLC (collectively, the "Developer") to reimburse the Developer for Eligible Activities utilizing Tax Increment Revenues associated with LBRA Brownfield Plan #75 Amendment #2.

The LBRA Board also directs the LBRA staff and LBRA attorney to negotiate and finalize the Amended and Restated Reimbursement Agreement and have this document executed by the LBRA Board Chair and appropriate parties.

YEAS:

NAYS:

ABSTENTIONS:

ABSENT:

STATE OF MICHIGAN)
) SS.
COUNTY OF INGHAM)

I hereby certify that the foregoing is a true and complete copy of a resolution adopted at a meeting of the Lansing Brownfield Redevelopment Authority held on the 9th day of July 2021, and said resolution is on file in the office of the Lansing Brownfield Redevelopment Authority and is available to the public. Public notice of the said 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, said meeting was held in full compliance with the Board's By-Laws.

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

____

Calvin Jones, Chair
LEDC Board of Directors

AMENDED AND RESTATED REIMBURSEMENT AGREEMENT

This Amended and Restated Brownfield Reimbursement Agreement (~~the~~ this "**Reimbursement Agreement**") is made as of ~~________________~~November 26, 2018, among the Lansing Brownfield Redevelopment Authority (the "**Authority**"), a public body corporate with offices at 1000 South Washington Avenue, Lansing, MI 48910; and 600 E. Michigan-Lansing, LLC and 637 E. Michigan, LLC, each a Michigan Corporation, with a business address of 330 Marshall Street, Suite 100, Lansing, MI 48912 (collectively, the "~~**Developer**")~~**Developer**"). This Reimbursement Agreement amends and restates the Brownfield Reimbursement Agreement dated as of November 26, 2018 among the Authority and 600 E. Michigan-Lansing, LLC in its entirety. The Authority and the Developer, collectively, shall be referred to as the "**Parties**" throughout ~~the~~ this Reimbursement Agreement.

RECITALS

A. The Authority was created by the City of Lansing (the "**City**") pursuant to the Brownfield Redevelopment Financing Act, 1996 P.A. 381, as amended (the "**Act**"), and, pursuant to the Act, the Authority has prepared a Brownfield Plan to include the Property (as defined below) which was duly approved by the City Council on ~~________________, ____________~~November 26, 2018 following a public hearing on ~~________________, __________, a copy of which is attached as **Exhibit A** (the "**Brownfield Plan**").~~November 19, 2018 (the "**2018 Brownfield Plan**").

B. The Authority has prepared a first amendment to the 2018 Brownfield Plan, which was duly approved by the City Council on December 2, 2019 following a public hearing on November 18, 2019 (the "**First Brownfield Plan Amendment**").

C. The Authority has prepared a second amendment to the 2018 Brownfield Plan, which was duly approved by the City Council on June 7, 2021 following a public hearing on May 10, 2021 (the "**Second Brownfield Plan Amendment**"). A copy of the brownfield plan as fully amended by the First Brownfield Plan Amendment and the Second Brownfield Plan Amendment is attached as **Exhibit A** (the "**Brownfield Plan**").

~~B.~~D. The Developer intends to develop the property in the City of Lansing which is described on the attached **Exhibit B** (the "**Property**") and which, as defined by Part 201 of Michigan's Natural Resources and Environmental Protection Act (P.A. 451 of 1994, as amended) and included in the Brownfield Plan is an "eligible property" and is therefore commonly referred to as a "brownfield."

~~C.~~E. The Developer has also entered into an Agreement in Consideration of Development Incentives with the City ~~of Lansing~~ and the Authority, a copy of each of which is attached as **Exhibit** ~~C~~ **D** (the "**Development Agreement**") that amends and restates a similar agreement entered into December 5, 2018.

~~D.~~F. The Developer has not entered into Local Brownfield Revolving Fund Loan Agreement with the Authority.

~~E.~~G. The Developer has not entered into a United States Environmental Protection Agency (EPA) Revolving Fund Loan (RLF Loan) with the Authority and EPA.

~~F.~~H. Upon obtaining any remaining necessary zoning and building approvals from the City and others, the Developer plans to develop on the Property certain improvements (the "**Improvements**") as described in the Brownfield Plan. The Improvements will increase the tax base for the relevant taxing jurisdictions and support the employment base in Lansing. The Improvements include eligible activities as defined by the Act (the "**Eligible Activities**").

~~G.~~I. In order to make the Improvements on the Property, the Developer will incur costs to complete the Eligible Activities. These costs are more fully described in the Brownfield Plan ("**Eligible Costs**"). It is recognized that the Brownfield Plan is based upon estimated costs and may increase or decrease depending on the nature and extent of the Brownfield conditions and other unknown conditions encountered on the Property. In order to make the Improvements on the Property, the Developer will incur costs to complete the Eligible Activities. These costs are more fully described in the Brownfield Plan ("**Eligible Costs**"). It is recognized that the Brownfield Plan is based upon estimated costs and may increase or decrease depending on the nature and extent of the Brownfield conditions and other unknown conditions encountered on the Property. The actual cost of those Eligible Activities encompassed by ~~this~~ the Brownfield Plan that will qualify for reimbursement from Tax Increment Revenues (as defined below) shall be governed by the terms of this Reimbursement Agreement. No Eligible Costs of Eligible Activities will be qualified for reimbursement except to the extent permitted in accordance with the terms and conditions of this Reimbursement Agreement, the Brownfield Plan and the Act. The amount reimbursed for Eligible Activities may be adjusted up or down between the various categories of Eligible Activities with the approval of the Authority, up to the maximum total reimbursement as set forth in the Brownfield Plan.

~~H.~~J. In accordance with the Act and the Brownfield Plan, the Parties desire to use the incremental increase in property tax revenues that are generated from an increase in the Property's taxable value due to the Improvements ("**Tax Increment Revenues**") to reimburse the Developer for Eligible Costs it incurs in improving the Property.

~~I.~~K. The Parties are entering into this Reimbursement Agreement to establish the terms, conditions and procedures for such reimbursement with Tax Increment Revenues as they are generated.

TERMS AND CONDITIONS

In exchange for the consideration in and referred to by this Agreement, the Parties agree as follows:

1. Brownfield Plan. To the extent provisions of the Brownfield Plan conflict with this Agreement, the terms and conditions of the Brownfield Plan control. To the extent provisions of the Brownfield Plan or this Agreement conflict with the Act, then the Act controls.

2. Construction of Improvements. The Developer shall proceed with due care and diligence to complete the Improvements and undertake and complete the Eligible Activities resulting in the Eligible Costs, all in accordance with this Agreement, the Brownfield Plan, and ~~a~~ the Development Agreement~~ to be entered into among the City, the Lansing Economic Development Corporation and the Developer ("**Development Agreement**")~~, and all applicable laws, rules, regulations, permits, orders, and authorized requirements of any official or agency of competent jurisdiction.

3. Capture of Taxes. The Parties agree that this Reimbursement Agreement and the Tax Increment Revenues collected and distributed pursuant to the Brownfield Plan are intended to fund the Eligible Costs and the Authority's costs as described in the Brownfield Plan.

4. Submission of Costs. For those Eligible Costs for which the Developer seeks reimbursement from the Authority, the Developer shall submit to the Authority such of the following as may be required by Authority representatives:

(a) a written statement detailing the Eligible Costs,

(b) a written explanation as to why the amounts requested qualify as Eligible Costs pursuant to the Brownfield Plan and this Agreement,

(c) copies of invoices from the consultants, contractors, engineers, attorneys or others who provided such services,

(d) copies of waivers of liens by the contractors, subcontractors and material suppliers;

(e) if not already submitted, copies of the contract with the contractor or supplier providing the services or supplies for which reimbursement is or bond proceeds are sought;

(f) a statement from the engineer and project manager overseeing the work recommending payment;

(g) A signed statement from the Developer attesting that all completed Eligible Activities comply with all local, state and federal laws and regulations; and

(h) any other information which may be reasonably required by state authorities or reasonably required by the Authority, (the items in (a) – (h), as required shall be referred to as a **"Reimbursement Request"**).

The Developer may submit a Reimbursement Request including such information whenever it is available even though Tax Increment Revenues for the reimbursement may not be available at the time of submittal. As Tax Increment Revenues become available, the Authority will reimburse the Developer those Eligible Costs which have been approved by the Authority and included in the Brownfield Plan. Except for costs incurred to maintain a letter of credit or other form of security or other credit enhancement in connection with the Michigan Department of Environmental Quality Brownfield Redevelopment Loan (the loan agreement for which is set forth in Exhibit D), and except for annual expenditures required by the Michigan DEQ with respect to ongoing brownfield remediation work, the Developer and Authority agree that the Authority may do so but is not obligated to reimburse Eligible Activities conducted after December 31, 2021 with respect to the Eligible Activities originally approved as part of the 2018 Brownfield Plan and First Brownfield Plan Amendment, and July 1, 2023 with respect to Eligible Activities associated with the Second Brownfield Plan Amendment.

5. Payments. Payments to the Developer shall be made as follows:

(a) Within sixty (60) days of its receipt of the materials identified in a Reimbursement Request pursuant to paragraph 4 above, the Authority shall decide whether the Reimbursement Request is for Eligible Costs and whether such costs are accurate. If the Authority determines all or a portion of the Reimbursement Request is for Eligible Costs and is accurate, it shall cause the portion of the Reimbursement Request that is for Eligible Costs to be processed for payment as provided in subparagraph (b) below. If the Authority disputes the accuracy of any portion of any Reimbursement Request or that any portion of any Reimbursement Request is for Eligible Costs, it shall notify the Developer in writing of its determination and the reasons for its determination. The Developer shall have fifteen (15) days from its receipt to provide the Authority a written response to the Authority's decision and the reasons given by the Authority. Within thirty (30) days of receiving the written response from the Developer, the Authority shall make a final determination on the eligibility of the disputed cost(s) and inform the Developer in writing of its determination. The final determination by the Authority, made in its sole discretion, shall be binding on the Developer.

(b) Once it approves any Reimbursement Request for payments as Eligible Costs and approves the accuracy of such costs, the Authority shall pay such amount to the Developer pursuant to this Agreement.

(c) The repayment obligation under this Agreement shall expire upon the payment by the Authority to the Developer of all Authority approved amounts due the Developer under this Reimbursement Agreement or on December 31, 2054 whichever occurs first.

(d) The sole source for any reimbursement to the Developer, shall be such Tax Increment Revenues as described in the Brownfield Plan. To the extent permitted by law, such reimbursements, once approved by the Authority under subparagraph (b) above shall be and remain valid and binding obligations of the Authority until paid or until expiration of the time for payment as provided in subparagraph (c), or if the Developer is in default of the Development Agreement, Secured Loan Agreement, Brownfield Redevelopment Grant Agreement and this Reimbursement Agreement

(e) Payment for Administrative Fees. The Authority will collect a payment for administrative fees annually from Tax Increment Revenues equaling 5% percent of the amount of Tax Increment Revenue collected each year that is derived from "Local Taxes", as defined by the Act. The purpose of this payment is to cover administrative costs and fees, as defined in section 7(h) of Act 381, that are part of the approval of the Brownfield Plan, an Act 381 Work Plan and any Eligible Activity on an eligible property. The payment is a reimbursable administrative cost subject to payment from Tax Increment Revenues under Section 13(16) and Section 13(19) of the Act, and the satisfaction and performance of the terms of this Agreement. The Developer acknowledges that payment of the administrative fees will be made from Tax Increment Revenues before any payments to the Local Brownfield Revolving Fund ("**LBRF**") and before any payments of amounts due to the Developer hereunder.

(f) Payment for LBRF. The Authority will collect a payment each year for deposit into the LBRF. The payment will equal 5% percent of the amount of Tax Increment Revenues collected each year that is derived from "Local Taxes", as defined by the Act. Collection and use of the payments deposited into the LBRF will be in accordance with Section 8 and Section 13(5) of the Act. The Developer acknowledges that payment of the LBRF will be made from Tax Increment Revenues before any payments of amounts due to the Developer hereunder.

(g) If the Developer has entered into a Michigan Department of Environmental Quality Brownfield Redevelopment Loan (MDEQ BRL) Loan Agreement with the Authority (Exhibit D), then the Authority will use the Tax Increment Revenues for the repayment of any outstanding MDEQ BRL Loan balance. The Developer acknowledges that payment of any outstanding MDEQ BRL loan balance will be made from Tax Increment Revenues up to an amount equal to the current balance before any payments of amounts due to the Developer hereunder.

6. Assignment of Future Reimbursement Revenue. The Developer may assign, with the Authority's written approval, all or part of its rights and obligations under this Agreement to any affiliate or successor in interest. Developer shall, no later than sixty (60) days prior to such assignment, notify the Authority as specified under Subparagraph 10(e).

7. Adjustments. If, due to an appeal of any tax assessment or reassessment or any other reason, the Authority is required to reimburse any Tax Increment Revenues to taxing entities, the Authority may deduct the amount of any such reimbursement from any amounts due and owing the Developer or, if all amounts due the Developer under this Agreement have been fully paid, the Authority may invoice the Developer for the amount of such reimbursement and the Developer shall pay the Authority such invoiced amount within sixty (60) days of the Developer's receipt of the invoice from the Authority. Nothing in this Agreement shall limit the right of the Developer to appeal any tax assessment.

8. Obligation to Fund Eligible Activities. The Developer shall pay for the Eligible Costs with its own funds and receive reimbursement from the Authority by available Tax Increment Revenues as described in the Brownfield Plan. It is anticipated that there will be sufficient available Tax Increment Revenues to pay for all Eligible Costs under this Agreement. However, if for any reason increased Tax Increment Revenues from the Improvements do not result in sufficient revenues to satisfy such obligations, the Developer agrees and understands that it will have no claim or further recourse of any kind or nature against the City or the Authority arising out of this Agreement, and the Developer shall assume full responsibility for any such loss or costs, including all responsibilities associated with any associated MDEQ BRL Loan Agreement.

9. Indemnification. The Developer shall defend, indemnify, and hold the City and the Authority, and their agents, representatives, and employees (hereinafter "**Indemnified Persons**") harmless from any loss, expense (including reasonable legal counsel fees) or liability of any nature due to any and all suits, actions, legal or administrative proceedings, or claims arising or resulting from injuries to persons or property as a result of the ownership, operation, use or maintenance of the Improvements.

10. Miscellaneous.

(a) This is the entire agreement between the Parties as to its subject matter. All previous negotiations, statements and preliminary instruments of the Parties or their representatives are merged in this Agreement. The Agreement shall not be amended or modified except in writing signed by all the Parties. It shall not be affected by any course of dealing and the waiver of any breach shall not constitute a waiver of any subsequent breach of the same or any other provision.

(b) This Agreement and the rights and obligations under this Agreement except as previously noted, are un-assignable and non-transferable without the consent of the other party. It shall, however, be binding upon any successors or permitted assigns of the Parties.

(c) This Agreement shall terminate when all reimbursements required under this Agreement have been made or the Brownfield Plan obligation to the Developer expires, whichever occurs first.

(d) All Parties had input into the drafting of this Reimbursement Agreement and all had the advice of legal counsel before entering into this Reimbursement Agreement. In the event any ambiguity of any language in this Agreement arises, such ambiguity shall not be construed against any party.

(e) Notices shall be complete when delivered by personal delivery, by courier or delivery service (such as UPS, FedEx or other service) or by certified mail, return receipt requested to the addresses first written above. If any party refuses to accept delivery when presented, delivery shall be deemed to have occurred at the time of such refusal. Any such notice and communication shall be addressed as follows:

If to Authority:	Lansing Brownfield Redevelopment Authority 1000 South Washington Avenue, Suite 201 Lansing, MI 48910 Attn: Karl Dorshimer
If to Developer:	600 E. Michigan-Lansing, LLC 330 Marshall Street, Suite 100 Lansing, MI 48912 Attn: Patrick Gillespie

(f) This Reimbursement Agreement shall be governed by the laws of the State of Michigan.

(g) This Reimbursement Agreement may be signed in counterparts each of which shall be deemed to be an original and each facsimile or electronic copy shall constitute a legally binding, enforceable document.

(h) The captions and headings in this Reimbursement Agreement are for convenience only and in no way limit, define or describe the scope or intent of any provision in this Agreement.

(i) Each party shall take all actions required of it hereunder as expeditiously as possible and shall cooperate to the fullest extent possible with the other party and with any individual, entity or governmental agency regarding the purposes of this Agreement. Each party shall execute and deliver all documents necessary to accomplish the purposes and intent of this Agreement, including, but not limited to, such documents or agreements as may be required by the Developer's lenders with respect to securing financing from such lenders.

[Signature page follows]

By signing below, all Parties represent and warrant their authority to enter into this agreement on behalf of their respective organizations. The Parties have signed this Agreement as of the date first written above.

~~600 E. MICHIGAN-LANSING, LLC~~
637 E. MICHIGAN, LLC

By:__________________________________
Patrick K. Gillespie
Its: Authorized Representative

LANSING BROWNFIELD REDEVELOPMENT AUTHORITY

By:__________________________________
~~Karl R. Dorshimer,~~
Calvin L. Jones,
~~Representative~~
Its: ~~Authorized~~ LBRA Board Chair

EXHIBIT A
BROWNFIELD PLAN (AS AMENDED)

EXHIBIT B
LEGAL DESCRIPTION OF PROPERTY

The location of the Project is commonly known as 600-636 E. Michigan Avenue, 117 S. Larch Street, Portion of 119 S. Larch Street, 145-147 S. Larch Street ~~and~~ , 601-637 Barnard Street and 637 E. Michigan Avenue, Lansing Michigan ("Project Area") and legally described on the following page:

PLOT PLAN

For:
Gillespie Group
600 E. Michigan–Lansing, LLC
330 Marshall Street
Lansing, MI 48912

Survey Address:
636 E. Michigan Avenue
Lansing, MI 48912

Proposed Legal Descriptions:

Parcel 636 E. Michigan Avenue: A parcel of land in Block 242, Original Plat, City of Lansing, Ingham County, Michigan, as recorded in Liber 2 of Plats, Page 36, Ingham County Records, Connard's Subdivision on Lot 1, Block 242, Original Plat, City of Lansing, Ingham County, Michigan, as recorded in Liber 1 of Plats, Page 31, Ingham County Records, and in Barnard's Subdivision on Lots 2, 3 and 4, Block 242, Original Plat, City of Lansing, Ingham County, Michigan, as recorded in Liber 1 of Plats, Page 32, Ingham County Records, the surveyed boundary of said parcel described as: Beginning at the Northwest corner of said Connard's Subdivision; thence S89°25'55"E along the North line of said Connard's Subdivision 425.18 feet (recorded as 425.04 feet) to the Northeast corner of said Connard's Subdivision; thence S00°06'32"W along the East line of said Connard's Subdivision, the East line of said Block 242, and the East line of said Barnard's Subdivision 521.16 feet to the Southeast corner of Block 1, said Barnard's Subdivision; thence N89°29'27"W along the South line of said Block 1 a distance of 429.20 feet (recorded as 429.00 feet) to the Southwest corner of said Block 1; thence N00°33'03"E along the West line of said Barnard's Subdivision 121.50 feet to the Northwest corner of Block 1 of said Barnard's Subdivision; thence S89°28'38"E along the North line of said Block 1 of Barnard's Subdivision 135.00 feet to the East line of the West 135 feet of said Lot 2, Block 242; thence N00°33'03"E along said East line 78.23 feet to the South line of the North 8 feet of said Lot 2, Block 242; thence S89°18'57"E along said South line 30.00 feet to the Southerly extension of the East line of Lot 23, said Connard's Subdivision; thence N00°33'03"E along said Southerly extension of the East line of said Lot 23 and the East line of Lots 23, 22, 21, and 20, said Connard's Subdivision 155.45 feet; thence N54°22'13"W 13.08 feet; thence N89°27'25"W 4.35 feet; thence N00°29'31"E 3.08 feet; thence N89°27'25"W 149.95 feet to the West line of said Connard's Subdivision; thence N00°33'03"E along said West line 155.83 feet to the point of beginning; said parcel containing 4.24 acres, more or less, said aprcel subject to all easements and restrictions, if any.

Parcel 119 S. Larch Street: Lots 20, 21 & 22, except the North 16.5 feet of Lot 20, Connard's Subdivision on Lot 1, Block 242, Original Plat, City of Lansing, Ingham County, Michigan, as recorded in Liber 1 of Plats, Page 31, Ingham County Records, also except a parcel of land being part of Lot 20, Connard's Subdivision on Lot 1, Block 242, Original Plat, City of Lansing, Ingham County, Michigan, as recorded in Liber 1 of Plats, Page 31, Ingham County Records, the boundary of said parcel described as: Commencing at the Northwest corner of said Connard's Subdivision; thence S00°33'03"W along the West line of said Connard's Subdivision 142.49 feet to a point 16.5 feet South of the Northwest corner of said Lot 20 and the point of beginning of this description; thence S89°26'46"E parallel with the North line of said Lot 20 a distance of 165.00 feet to the East line of said Lot 20; thence S00°33'03"W along said East line 23.91 feet; thence N54°22'13"W 13.08 feet; thence N89°27'25"W 4.35 feet; thence N00°29'31"E 3.08 feet; thence N89°27'25"W 149.95 feet to the West line of said Connard's Subdivision; thence N00°33'03"E along said West line 13.34 feet to the point of beginning; said parcel containing 0.44 acre, more or less; said parcel subject to all easements and restrictions, if any.

All bearings are derived from Michigan State Plane South Zone grid bearings obtained from GPS observations using corrections obtained from the Lansing C.O.R.S.

08/02/19

ERICK R. FRIESTROM — DATE
PROFESSIONAL SURVEYOR NO. 53487

KEBS, INC. KYES ENGINEERING BRYAN LAND SURVEYS
2116 HASLETT ROAD, HASLETT, MI 48840
PH. 517-339-1014 FAX. 517-339-8047
13432 PRESTON DRIVE, MARSHALL, MI 49068
PH. 269-781-9800 FAX. 269-781-9805

DRAWN BY KDB	SECTION 16, T4N, R2W
FIELD WORK BY ----	JOB NUMBER: 92950.PLT-2
SHEET 4 OF 5	

PLOT PLAN

For:
Gillespie Group
600 E. Michigan–Lansing, LLC
330 Marshall Street
Lansing, MI 48912

Survey Address:
600 Michigan Avenue
Lansing, MI 48912

Legal Description: A parcel of land in Block 242, Original Plat, City of Lansing, Ingham County, Michigan, as recorded in Liber 2 of Plats, Page 36, Ingham County Records, Connard's Subdivision on Lot 1, Block 242, Original Plat, City of Lansing, Ingham County, Michigan, as recorded in Liber 1 of Plats, Page 31, Ingham County Records, and in Barnard's Subdivision on Lots 2, 3 and 4, Block 242, Original Plat, City of Lansing, Ingham County, Michigan, as recorded in Liber 1 of Plats, Page 32, Ingham County Records, the surveyed boundary of said parcel described as: Beginning at the Northwest corner of said Connard's Subdivision; thence S89°25'55"E along the North line of said Connard's Subdivision 425.18 feet (recorded as 425.04 feet) to the Northeast corner of said Connard's Subdivision; thence S00°06'32"W along the East line of said Connard's Subdivision, the East line of said Block 242, and the East line of said Barnard's Subdivision 521.16 feet to the Southeast corner of Block 1, said Barnard's Subdivision; thence N89°29'27"W along the South line of said Block 1 a distance of 429.20 feet (recorded as 429.00 feet) to the Southwest corner of said Block 1; thence N00°33'03"E along the West line of said Barnard's Subdivision 121.50 feet to the Northwest corner of Block 1 of said Barnard's Subdivision; thence S89°28'38"E along the North line of said Block 1 of Barnard's Subdivision 135.00 feet to the East line of the West 135 feet of Lot 2, said Block 242; thence N00°33'02"E along said East line 78.23 feet to the South line of the North 8 feet of said Lot 2, Block 242; thence S89°18'57"E along said South line 30.00 feet to the Southerly extension of the East line of Lot 23, said Connard's Subdivision; thence N00°33'03"E along said Southerly extension of the East line of said Lot 23 and the East line of Lots 23, 22, 21, and 20, said Connard's Subdivision 179.36 feet to the South line of the North 16.50 feet of said Lot 20; thence N89°26'46"W along said South line 165.00 feet to the West line of said Connard's Subdivision; thence N00°33'03"E along said West line 142.49 feet to the point of beginning; said parcel containing 4.19 acres more or less; said parcel subject to all easements and restrictions if any.

KEBS, INC. KYES ENGINEERING BRYAN LAND SURVEYS
2116 HASLETT ROAD, HASLETT, MI 48840
PH. 517–339–1014 FAX. 517–339–8047
13432 PRESTON DRIVE, MARSHALL, MI 49068
PH. 269–781–9800 FAX. 269–781–9805

DRAWN BY KDB	SECTION 16, T4N, R2W
FIELD WORK BY ---	JOB NUMBER: 92950.BND–PLT
SHEET 2 OF 2	

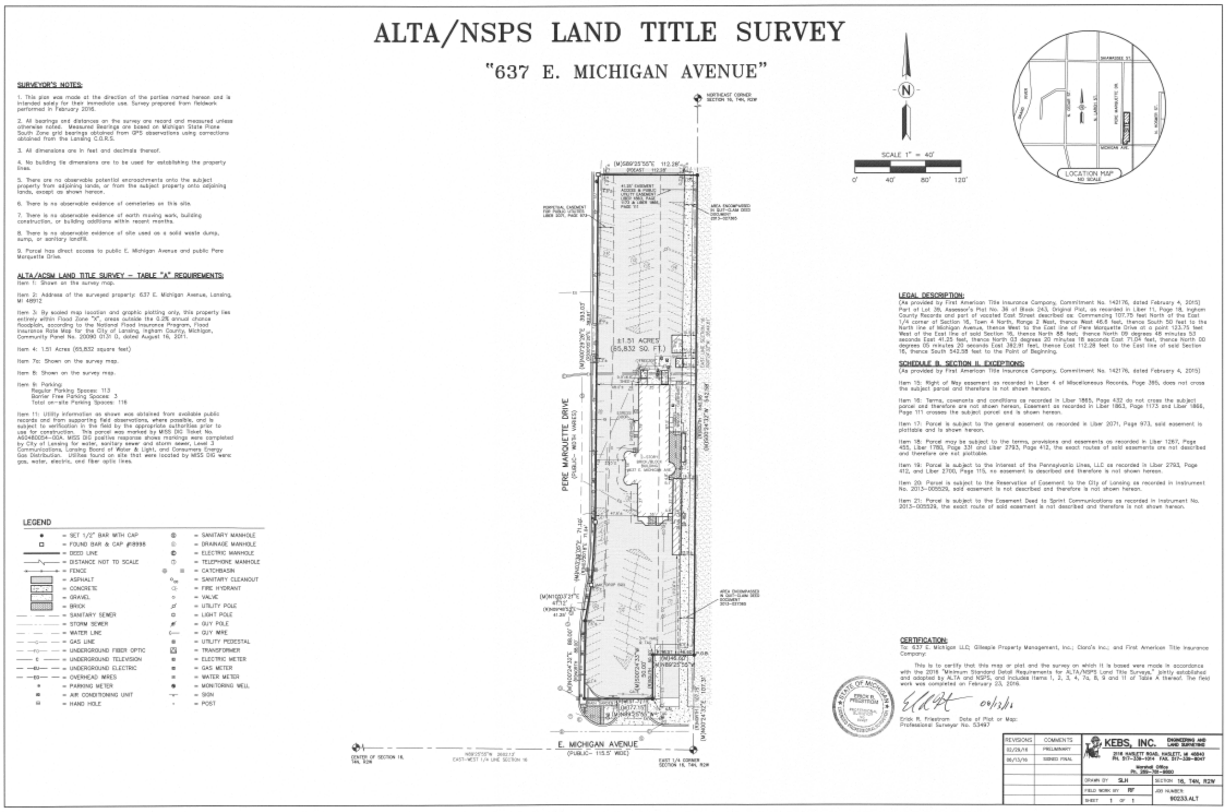
ALTA/NSPS LAND TITLE SURVEY
"637 E. MICHIGAN AVENUE"
SURVEYOR'S NOTES:
ALTA/ACSM LAND TITLE SURVEY – TABLE "A" REQUIREMENTS:
LEGEND
LEGAL DESCRIPTION:
SCHEDULE B, SECTION II, EXCEPTIONS:
CERTIFICATION:
PERE MARQUETTE DRIVE
E. MICHIGAN AVENUE
LOCATION MAP
KEBS, INC.

EXHIBIT C
DEVELOPMENT AGREEMENT

EXHIBIT D
MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
BROWNFIELD REDEVELOPMENT LOAN AGREEMENT

~~4849-9621-8740.13~~

4850-1020-2865.4

Interlocal Agreement to Use Local Tax Increment Revenues for the Lansing Tax Increment Finance Authority District / Brownfield Plan #75 for the City of Lansing

Dated as of ______, ~~2018~~2021

WHEREAS, this Interlocal Agreement (this “Agreement”) amends and restates the Interlocal Agreement to Use Local Tax Increment Revenues for the Lansing Tax Increment Finance Authority District / Brownfield Plan #75 for the City of Lansing dated as of November 27, 2018 (the “2018 Agreement”); and

WHEREAS, the Urban Cooperation Act, ~~PA 7~~ Public Act of 1967, Extra Session (“Act 7”), provides that a public agency may enter into interlocal agreements with other public agencies to exercise jointly any power, privilege, or authority that the agencies share in common and that each might exercise separately; and

WHEREAS, the Lansing Tax Increment Finance Authority (“LTIFA”) was duly established pursuant to ~~PA~~ Public Act 450 of 1980, as amended; and

WHEREAS, the Lansing Brownfield Redevelopment Authority (“LBRA”) was duly established pursuant to ~~PA~~ Public Act 381 of 1996, as amended (“Act 381”); and

WHEREAS, the LBRA and LTIFA are each considered a “public agency” under Act 7; and

WHEREAS, the LBRA has the authority to pay for “eligible activities” (as defined in Act 381) and capture tax increment revenues generated by the levy of certain taxes via approved brownfield plans pursuant to and as described in Act 381; and

WHEREAS, in compliance with Act 381, the LBRA has an approved Brownfield Redevelopment Plan No. 75 that was approved by the Lansing City Council on ~~_______, 2018 as item # __ on its agenda~~ November 27, 2018 (the “2018 Brownfield Plan”), and that was amended pursuant to approval of the Lansing City Council provided on December 2, 2019 and again on ______, 2021, for the property generally described as being located at 600-636 E. Michigan Avenue, 117 S. Larch Street, Portion of 119 S. Larch Street, 145-147 S. Larch Street ~~and~~ , 601-637 Barnard Street and 637 E. Michigan Avenue, ~~all in the City of~~ Lansing ~~(~~Michigan (as amended “Brownfield Plan No. 75”); and

WHEREAS, Brownfield Plan No. 75 sets forth the legal description of the property covered by such plan (the “Brownfield Plan No. 75 Property”); and

WHEREAS, the 2018 Agreement was entered into in connection with the approval of the 2018 Brownfield Plan, and it is necessary to enter into this Agreement to account for the amendments now included in Brownfield Plan No. 75, and the parties intend that this Agreement otherwise maintains the effectiveness of the 2018 Agreement; and

WHEREAS, the City of Lansing (the “City”), the LBRA, the LTIFA and 600 E. Michigan-Lansing, LLC have entered into ~~the~~ an Agreement in Consideration of Development ~~Agreement~~ Incentives dated ______, ~~2018~~ 2021 (the “Development Agreement”); and

WHEREAS, the Development Agreement describes the project to be built on the Brownfield Plan No. 75 Property; and

LTIFA Bond Schedule attached as Schedule 3. In the event that the LTIFA does not have sufficient funds from its operating millage and captured tax increment revenue from the property subject to the LTIFA Plan, then the LTIFA shall not be obligated to transfer tax increment ~~financing~~ revenues generated from the Brownfield Plan No. 75 Property to the extent necessary to pay the then current debt service as set forth in Schedule 3. In such instances where the LTIFA uses tax increment revenues from the Brownfield Plan No. 75 Property to pay its annual debt service on such bonds or other obligations, it is agreed that after those obligations are met the transfer of tax increment revenues from the Brownfield Plan No. 75 Property will continue as set forth in the Development Agreement and Brownfield Plan No. 75.

6. LTIFA Bonds Issued After the Date of this Agreement. Other than refunding bonds issued to refinance existing LTIFA bonds or obligations described on Schedule 3, the LTIFA agrees that for any LTIFA bonds or obligations issued after the date of this Agreement, the LTIFA will not pledge any captured taxes collected from the Brownfield Plan No. 75 Property for the benefit of such bonds or obligations until after the LTIFA and LBRA have made all payments of captured taxes required by the Development Agreement and Brownfield Plan No. 75.

7. LBRA as Agent under This Agreement. The parties designate the LBRA as the agent to receive and disburse all tax increment revenues generated by the Brownfield Plan No. 75 Property until such time all obligations of the Development Agreement and Brownfield Plan No. 75 have been satisfied. LBRA agrees to do the same in conformity with this Agreement, the Development Agreement and Brownfield Plan No. 75.

8. Effective Date. This Agreement shall be dated as of the date set forth below the title of this Agreement, and shall be effective after (i) it is approved by the Boards of the LTIFA and LBRA, (ii) it is duly executed by their authorized representatives, and (iii) it is filed with the City Clerk and Secretary of State of the State of Michigan as required by Act 7. Upon the effective date of this Agreement, the 2018 Agreement will be terminated, but this Agreement shall amend and restate the 2018 Agreement, without a lapse in its effectiveness.

9. Termination. The parties agree that this Agreement shall not be terminated during any period of time that there are remaining un-reimbursed Eligible Costs (as defined in the Reimbursement Agreement, as supplemented, between the LBRA and 600 E. Michigan-Lansing, LLC relating to Brownfield Plan No. 75).

10. Severability. To the extent that any provision contained in this Agreement is deemed unenforceable, to the extent possible, the remaining terms shall remain in effect.

[Signature page follows]

The LTIFA and LBRA, by their authorized representatives, have executed this Agreement as indicated below.

This Agreement was approved by the City of Lansing Tax Increment Finance Authority. The __________ was authorized to sign this Agreement, and it was executed by the _______________ on the _____ day of __________, ~~2018~~2021.

Witness:

CITY OF LANSING TAX INCREMENT FINANCE AUTHORITY

____

By:_______________________________

Its:_______________________________

STATE OF MICHIGAN)
) SS
COUNTY OF ________)

Subscribed and sworn before me on this _____ day of ___________, ~~2018~~2021.

____
[Name]
Notary Public, City of ___________
My commission expires:

This agreement was approved by the City of Lansing Brownfield Redevelopment Authority, and it was executed the _____ day of _________, ~~2018~~2021.

Witness:

CITY OF LANSING BROWNFIELD
REDEVELOPMENT AUTHORITY

____

By:______________________________

Its:______________________________

STATE OF MICHIGAN)
) SS
COUNTY OF ________)

Subscribed and sworn before me on this ____ day of __________, ~~2018~~2021.

____
[Name]
Notary Public, City of ___________
My commission expires:

Schedule 1

Taxes Currently Being Captured by the LTIFA
from Brownfield Plan No. 75 Property
and to be Transferred to the LBRA
pursuant to the Interlocal Agreement

Taxes	**Millage Rate as of December 1, ~~2017~~2020**
Lansing Oper.	19.4400
Lans ~~Com~~. Comm College	~~3.8072~~3.7777
~~Ingham Intermed~~Lansing Sch. Sink	~~4.7062~~2.9829
~~Ingham Cnty Sum~~	~~6.8000~~
Ingham County	~~3.2800~~5.1165
~~Airport Auth~~Ingham Cnty. Sum.	~~0.6990~~6.7944
Ingham Intermed.	4.9459
CATA	~~3.0070~~2.9976
~~Zoo Millage~~CADL-Library	~~0.4100~~1.5567
Montgomery Drain	0.2600

Schedule 2

Taxes to be Captured by the LBRA
Pursuant to Brownfield Plan No. 75

Taxes	**Millage Rate as of December 1, ~~2017~~2020**
State Education Tax (SET)	6.0000
School Operating Tax	18.0000
City Library-CADL	~~1.5600~~1.5567

Tax Increment Finance Authority of Lansing
City of Lansing Building Authority

Annual Net Debt Service for Fiscal Years Ending 6/30/2021 Through 6/30/2040, Inclusive
Post Issuance of the TIFA's 2020 Refunding Bonds and the LBA's 2020 Builidng Authority Refunding Bonds, each dated August 13, 2020

	A	B	C	D	E	F	G	H	I	J	K	L	M	
	Tax Increment Finance Authority of Lansing						City of Lansing Building Authority							
Line	Fiscal Year End	Principal	Interest	Gross Annual Debt Service (B + C)	Capitalized Interest & DSRF	Net Annual Debt Service (D + E)	Fiscal Year End	Principal	Interest	Gross Annual Debt Service (H + I)	Capitalized Interest & DSRF	Net Annual Debt Service (J + K)	Aggregate Net Annual Debt Service (F + L)	Line
1	6/30/2021	50,000	978,981	1,028,981	(629,884)	399,097	6/30/2021	961,850	1,498,889	2,460,739	(575,018)	1,885,721	2,284,818	1
2	6/30/2022	50,000	1,000,832	1,050,832	(629,884)	420,948	6/30/2022	863,908	1,579,301	2,443,209	(423,373)	2,019,836	2,440,785	2
3	6/30/2023	50,000	1,000,471	1,050,471	(629,384)	421,088	6/30/2023	811,080	1,651,408	2,462,488	(423,373)	2,039,115	2,460,203	3
4	6/30/2024	50,000	1,000,051	1,050,051	(11,500)	1,038,551	6/30/2024	530,653	1,360,994	1,891,647	(414,373)	1,477,274	2,515,825	4
5	6/30/2025	915,000	999,528	1,914,528	-	1,914,528	6/30/2025	100,000	635,602	735,602	-	735,602	2,650,130	5
6	6/30/2026	1,615,000	972,573	2,587,573	-	2,587,573	6/30/2026	575,000	634,457	1,209,457	-	1,209,457	3,797,030	6
7	6/30/2027	1,940,000	921,525	2,861,525	-	2,861,525	6/30/2027	450,000	617,334	1,067,334	-	1,067,334	3,928,860	7
8	6/30/2028	1,655,000	858,473	2,513,473	-	2,513,473	6/30/2028	300,000	603,883	903,883	-	903,883	3,417,356	8
9	6/30/2029	1,870,000	802,923	2,672,923	-	2,672,923	6/30/2029	325,000	594,991	919,991	-	919,991	3,592,914	9
10	6/30/2030	1,965,000	738,187	2,703,187	-	2,703,187	6/30/2030	315,000	584,885	899,885	-	899,885	3,603,072	10
11	6/30/2031	1,855,000	667,434	2,522,434	-	2,522,434	6/30/2031	340,000	574,971	914,971	-	914,971	3,437,405	11
12	6/30/2032	1,620,000	598,825	2,218,825	-	2,218,825	6/30/2032	1,735,000	563,476	2,298,476	-	2,298,476	4,517,301	12
13	6/30/2033	1,675,000	542,778	2,217,778	-	2,217,778	6/30/2033	1,785,000	509,043	2,294,043	-	2,294,043	4,511,820	13
14	6/30/2034	1,735,000	483,902	2,218,902	-	2,218,902	6/30/2034	1,845,000	452,344	2,297,344	-	2,297,344	4,516,246	14
15	6/30/2035	1,795,000	422,820	2,217,820	-	2,217,820	6/30/2035	1,905,000	393,588	2,298,588	-	2,298,588	4,516,409	15
16	6/30/2036	1,865,000	355,050	2,220,050	-	2,220,050	6/30/2036	1,965,000	332,369	2,297,369	-	2,297,369	4,517,419	16
17	6/30/2037	1,930,000	294,418	2,224,418	-	2,224,418	6/30/2037	2,030,000	265,607	2,295,607	-	2,295,607	4,520,025	17
18	6/30/2038	2,005,000	219,844	2,224,844	-	2,224,844	6/30/2038	2,100,000	196,557	2,296,557	-	2,296,557	4,521,402	18
19	6/30/2039	2,085,000	144,871	2,229,871	-	2,229,871	6/30/2039	2,170,000	123,995	2,293,995	-	2,293,995	4,523,866	19
20	6/30/2040	1,640,000	33,415	1,673,415	-	1,673,415	6/30/2040	1,200,000	24,450	1,224,450	-	1,224,450	2,897,865	20
	TOTALS	**28,365,000**	**13,036,903**	**41,401,903**	**(1,900,651)**	**39,501,253**	**TOTALS**	**22,307,491**	**13,198,142**	**35,505,633**	**(1,836,136)**	**33,669,497**	**73,170,750**	

~~4844-6755-0324.11~~

117471.000001 4833-5136-4317.4