AGENDA

Committee of the Whole
AGENDA FOR DECEMBER 12, 2022 AT 5:30 PM

Lansing City Hall, Tony Benavides Lansing City Council Chambers
124 W. Michigan Avenue, 10th Floor
To provide input or ask questions on any item that is listed on the agenda,
members of the public may contact the City Council at city.council@lansingmi.gov or (517) 483-4177 prior to the meeting.

Council Member Hussain, Chairperson
Council Member Wood, Vice Chairperson

1. **Call to Order**
2. **Roll Call**
3. **Minutes**
   A. December 5, 2022
4. **Public Comment on Agenda Items (Up to 3 Minutes)**
5. **Discussion/Action:**
   B. RESOLUTION - South Martin Luther King Jr. Boulevard Corridor Improvement Authority Development and Finance Plan
   C. ORDINANCE -Add Chapter 291 to establish HUD conflict of interest policy
   D. RESOLUTION - Issuance of sewage disposal system revenue bonds for CSO Program
   E. RESOLUTION - Public Act 425 Agreement; Windsor Township
   F. RESOLUTION - Ballot Proposal; Charter general revision question as required by the Charter

Closed Session

G. Quarterly Litigation Update:
Pursuant to MCL 15.268(e), City Council will recess into closed session to consult with the City Attorney in connection with the following specific pending litigation. An open meeting will have a detrimental financial effect on the litigating or settlement position of the City of Lansing concerning these cases.

Atkinson v. City of Lansing, et al.
Burwell v City of Lansing, et al.
Career Quest Learning Centers, Inc. & Little Rainbows, LLC v. Lansing City Treasurer, et al.
Charter Township of Lansing v. Barb Byrum, et al.
City of Lansing v. Fady, Inc., et al.
City of Lansing v. OCOF Nonprofit Housing Corp
City of Lansing, et al. v. Purdue Pharma, et al.
Deprekel v. City of Lansing, et al.
Fire Farm, LLC v. City of Lansing
Freeman v. City of Lansing
Hardy, Gregory v. City of Lansing, et al.
Hardy, Johnathon
Hulon v. City of Lansing, et al.
Khorrami v. City of Lansing, et al.
Legacy Five LLC v. City of Lansing

Lynn v. City of Lansing
Phillips v. Ingham County, et al.
Sanders, Gloria
Stewart v. City of Lansing, et al.
USA and Coleman v. City of Lansing
LJE Jolly Cedar LLC – MTT case

Reconvene

6. Other

7. Adjourn

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

DRAFT

MINUTES
Committee of the Whole
Monday, December 5, 2022 @ 5:30 p.m.
Tony Benavides Lansing City Council Chambers

CALL TO ORDER
Council President Hussain called the meeting to order at 5:30 p.m.

PRESENT
Councilmember Adam Hussain
Councilmember Carol Wood
Councilmember Peter Spadafore
Councilmember Patricia Spitzley
Councilmember Jeremy Garza
Councilmember Brian T. Jackson
Councilmember Jeffrey Brown
Councilmember Brian Daniels

OTHERS PRESENT
Sherrie Boak, Council Office Manager
Jim Smiertka, OCA
Lisa Hagen-Lawrence, OCA
Mark Lawrence, Mayor's Office
Desiree Kirkland, Finance Director
Loretta Stanaway
Doris Witherspoon, EDP
Barb Kimmel, EDP
Chris Swope, City Clerk
Brian Jackson, Deputy City Clerk
Jennifer Smith-Zande, City Clerk Office
Joe McClure, Budget
Brett Kaschinske, Parks Director
Michael Lynn

Minutes
MOTION BY COUNCIL MEMBER WOOD TO APPROVE THE MINUTES FROM NOVEMBER 14, 2022, AS PRESENTED. MOTION CARRIED 8-0.

Public Comment
Ms. Stanaway spoke in support of acceptance of the sale of City property in North Cemetery.

Mr. Lynn spoke on the funds with the HOME-ARP Allocation plan and asked for details on the sources the funds will be used. Mr. Lynn asked for funding for shelters for the homeless.

Lastly, Mr. Lynn asked where the funds specifically go with the budget and asked for a breakdown on the line items.

Council Member Brown stepped away from the meeting at 5:37 p.m.

Presentations

Substantial Amendment; FY 2020-2021 Annual Action Plan to Include HOME-ARP Allocation Plan

Council Member Spitzley spoke briefly about this presentation that was done at the Ad Hoc on Housing and Resident Safety meeting, and questions to consider are who is the fiduciary office.

Council Member Brown returned to the meeting at 5:38 p.m.

Ms. Kimmel and Ms. Witherspoon spoke on the HOME-ARP allocation the City received from HUD in the amount just over $2.7 million. It has been allocated as part of the HOME program.

Council Member Spitzley stepped away from the meeting at 5:40 p.m.

There is a narrow window eligibility including HOME-ARP Rental Housing, tenant based rental assistance (TBRA), Supportive Service, non-congregate shelters, non-profit operating and capacity building assistance and administration and planning with a 15% statutory cap.

Council Member Spitzley returned to the meeting at 5:41 p.m.

Council Member Spitzley asked what TBRA is, and Barb stated this is for housing vouchers. The budget does not include vouchers since there are plenty of vouchers out there. Council Member Spitzley asked if there is a way for the City to provide incentives to landlords to provide vouchers. Ms. Kimmel explained that HOME-ARP activities, and what is eligible, it is the spending categories tied to the development. These funds are for development and utiltilize with MSHDA home allocation, and in this region it is $3.6 million, and there is another fund HCDF set aside for this region as well.

Council Member Jackson asked about the shelters and supportive services. Ms. Kimmel stated that supportive services can be used widely that will assist residents with support they will need to function including mental health services, employment support, life skills, etc. The funds will stay with the development and will work with the residents in that development. Supportive services are at $300,000 because they expect the developers to bring funds to the table as well. Council Member Jackson asked about adding funds for congregate shelters or building non-congregate. Ms. Kimmel explained that a non-congregate shelter means there needs to have separate sleeping space and bathroom. While the plan is being reviewed by HUD, after the City approves, the City will then write an RFQP where shelters can respond to that.

Council Member Brown stepped away at 5:48 p.m.

Council Member Garza asked about details on the funding and if it would go to a specific group.

Council Member Brown returned to the meeting at 5:49 p.m.

Ms. Kimmel stated she has not and it is not tied to any back filling.

Council Member Wood asked if the “development” means someone who is proposing a PILOT could apply, and Ms. Kimmel confirmed. She then asked about the difference between budgeted revenues and expenditures is expected to be covered by ARPA funds"--makes is seem like we don't have a balanced budget. Would our budget be balanced without ARPA funds. If no, what is our projected structural deficit.

Ms. Kimmel moved on to outlined the qualifying populations in the presentation. She then spoke on the consultation with the required groups, the required 15 day comment period which ended November 14, 2022. During that consultation they identified the need including supportive services for homeless, capacity building and organizational development and non-profit for qualifying organizations.

Council Member Daniels asked how the budget was determined. Ms. Kimmel explained that three of the budget items are capped, so those were set at that amount and went with 10% at those.

Council Member Brown referenced the Ad Hoc meeting presentation, and a concern at that meeting was that $2.7 million would not meet need of the entire City and asked if this budget was approved it would not wash away needs that are funded. Ms. Kimmel stated these funds for supportive services will be tied to the property address and these populations and not mixed with funding through other avenues. The City HRCS department was managing the ESG MSHDA funding and EDP gets funds from HUD ESG funds and now EDP is the fiduciary. They provide fundings with COC – Continuum of Care services. Ms. Witherspoon stated that COC provides funds to organizations such as Holy Cross, Advent House, St. Vincent, Capital Area Housing, etc. Council Member Brown noted that COC asked for a different fiduciary and that is why EDP is now the fiduciary and asked why. Ms. Kimmel stated she could not state why, but a question for HUD. She was not familiar how long HRCS was fiduciary, and Ms. Witherspoon stated HRCS was the fiduciary was regular ESG for several years. The MSHDA ESG funding is $2.7 million and therefore Council Member Brown asked if EDP been expanded to make sure the City is delivering services and resources to the people. Ms. Kimmel stated that Ms. Witherspoon has worked in HRCS briefly processing the requests for the ESG program, and when the ESG program left HRCS and went to EDP Ms. Witherspoon is continuing to work on those. There are staff members in the department assisting in this process. Ms. Witherspoon clarified that with MSHDA ESG and regular ESG, all go through an application process. The department submitted the MSHDA application for the upcoming year. All funding goes before the COC and review all the applications and make the determine on what is needed in the community. Council Member Brown asked if the people making the decision receive funds, and Ms. Witherspoon stated there are people but some abstain, and Ms. Kimmel confirmed they do. Council Member Brown asked what the waitlist for the voucher is, and Ms. Kimmel stated with these units, they will be going to MSHDA and requesting vouchers. Not the intend to build a 100 unit building for homeless, but looking to qualified developers and building units for the vouchers. The intent is to create an environment where people thrive.

Council Member Spitzley asked if the $2.7 million is for an introductory program as a stepping stone to this structure, and asked if funds from HRCS has now been shifted where do those staff go. In turn she asked if they are up to date in paying people back. Ms. Kimmel stated they are up to date with the ESG they have received.

Council Member Jackson asked about the consultation with groups and asked for a list of groups that were required for consultation. Ms. Witherspoon referenced the report noting there are twenty. Council Member Jackson noted that over half of the $2.7 million is going to the development and why do they think homeless can meet $500 a month in rent, and should the funds be put into shelters. Ms. Kimmel stated affordable housing was the number one need, and any occupants that reside in the development will have vouchers that will cover the majority of the cost. Council Member Jackson asked what the funds will do to offset the development costs for the developer. Ms. Kimmel stated that when they do the RFQP the developers will tell them what they need the funding for.

Council Member Wood asked if this is one time funding and that was confirmed. It was then asked if it should be utilized in one or two fiscal years. Ms. Kimmel stated they have a deadline to spending and it could be close to 2029.

Discussion

RESOLUTION - Substantial Amendment; FY 2020-2021 Annual Action Plan to Include HOME-ARP Allocation Plan

MOTION BY COUNCIL MEMBER WOOD TO APPROVE THE RESOLUTION FY 2020-2021 ANNUAL ACTION PLAN AMENDMENT TO INCLUDE HOME-ARP ALLOCAION PLAN. MOTION CARRIED 8-0.

PLACE ON FILE – FY2022-2023 First Quarter Budget and Vacancy Report

Mr. McClure introduced Mr. Jackson Mills the new budget analyst for the City. Mr. McClure then briefly went through the budget of the first quarter noting there were no major projects that would impact. The budget is on schedule to end the year on track.

Council Member Jackson stepped away from the meeting at 6:25 p.m.

Council Member Wood noted she had submitted questions ahead of time and asked about the differences between the revenues and asked if the budget would be balanced. Mr. McClure admitted he chose a poor choice of words in the report, and the ARPA funds are in the general funds. Council President Hussain asked if the City did not have the ARPA funds in the GF would the City have the funds to meet the expenses. Mr. McClure stated the City would have the funds carried over from the last year. Council Member Spitzley stated that there is $10 million in surplus, and Mr. McClure stated $8.8. Council Member Spitzley noted a statement that the budget would be balanced without the ARPA funds, and Ms. Kirkland noted that the ARPA dollars went to the stabilization funds and were funds that were revenue. Council Member Spitzley then noted the $8.8 million in the GF reserve is total ARPA funds, and asked again if that wasn't there would there be a reserve. Ms. Kirkland stated there would be, and stated that $23 million ARPA was lost revenue which met the guidelines.

Council Member Wood asked if there are any state revenue dollars. Mr. McClure stated that funds come in October, but at the time of this report but can get to Council. Council Member Wood referenced the $0 in the IRS/ACA Bills and asked for the updated amount, and Mr. McClure stated they could provide that. Council Member Wood asked if this report has been updated with the 2021 audit, and that was confirmed. Council Member Wood then reference City Supported Agencies on page 5 which is a ($1,500), and asked if all those agency contracts were issued already in the fiscal year. Mr. McClure stated he believed so and would provide that confirmation. Council Member Wood then referenced on page 6 for spending for EDP and it appears that department has spent 92.9%, and Mr. McClure stated he was new and not updated on all the allocations. Council Member Wood asked for the details on the percentages. Council Member Hussain noted EDP and Public Service were both high percentages, and asked Mr. McClure stated there are some allocations that are not performed.

Council Member Brown asked for accurate information.

Council Member Garza noted an error on the top of the report should not be 2019 and asked the effect of the vacancy amount in the report. Ms. Kirkland stated the vacancy factor is allocated to a position.
Council Member Brown asked where his budget experience was, and Ms. Kirkland stated his experience was with the State of Michigan. Council Member Brown stated there was no ARPA funds to meet the budget, per their statement earlier, and what clarification of filling in revenue loss. Ms. Kirkland stated in 2021 those ARPA funds were used towards revenue loss based on income tax, parking and how much did the City lose. It is revenue, instead of income taxes but another source. Council Member Brown asked if there is a breakdown on where the ARPA funds from the Mayor have gone, and Ms. Kirkland stated they do not, it would be provided by the Mayor's office.

Council Member Wood referenced the vacancy factor of $700,000 projected in the budget, but this report shows that in the first quarter alone the City has achieved $757,401, and how did the department come up with $700,000 for the budget since there are still 3 quarters. Mr. McClure stated in the past 2 years was $700,000.

Council Member Hussain looked to have HR back in for hiring and vacancies in their department. He then asked them about the income taxes and the funds in the first quarter. Ms. Kirkland stated income taxes are brough in around January – May and that is why this quarter is low. Mr. McClure stated the budget income was $37 million and the first quarter was 23% of the budget and on target. Council Member Hussain asked about property taxes and if the City losses a lot of tax appeals. Ms. Kirkland referenced a better source would be the assessor, however she could state there could be a 4-5% increase.

Council Member Hussain then asked Mr. McClure to provide State Revenue numbers, the line items updated.

MOTION BY COUNCIL MEMBER WOOD TO PLACE ON FILE THE FY2022-2023 FIRST QUARTER BUDGET AND VACANCY REPORT. MOTION CARRIED 8-0.

<u>RESOLUTION -Reappointment; Jennie Gies, CATA Board; Term to Expire September 30, 2025</u>
Council Member Hussain acknowledged that the application was from 2018, but Council offices contacted the Administration to confirm in writing everything was accurate and that confirmation was in the packet as well.

MOTION BY COUNCIL MEMBER WOOD TO APPROVE THE REAPPOINTMENT OF JENNIE GIES TO THE CATA BOARD WITH A TERM TO EXPIRE 9/30/2025 BASED ON FACT THAT THE ADMINISTRATION HAS VERIFIED ALL VETTING. MOTION CARRIED 8-0.

<u>RESOLUTION – Voter Approved Sale of City Property; Portion of North Cemetery</u>
Council Member Hussain recapped the ballot language in August, 2022 and it passed, and it was then put up for sale and the sale price was $8,500 and the funds will be used to make improvements.

Mr. Kaschinske was available for any questions.

MOTION BY COUNCIL MEMBER WOOD TO APPROVE THE RESOLUTION FOR EH VOTER APPROVED SALE OF A PORTION OF THE NORTH CEMETERY. MOTION CARRIED 8-0.

RESOLUTION – Issuance and Sale of voter approved Unlimited Tax Obligation Bonds for Public Safety Facilities
Ms. Kirkland noted an RFP went out the week of November 28, 2022 and due back December 19, 2022. The public safety millage will be on July tax bill on 2023 and funds will be kept separately to be accounted for. Council Member Spadafore asked if they would be borrowed in different series, and Ms. Kirkland confirmed.

MOTION BY COUNCIL MEMBER WOOD MADE A MOTION TO APPROVE THE RESOLUTION FOR ISSUANCE AND SALE OF VOTER APPROVED UNLIMITED TAX OBLIGATION BONDS FOR PUBLIC SAFETY FACILITIES.

The action and discussion will appear on the Council meeting on January 9, 2023.

MOTION CARRIED 8-0.

ORDINANCE – Amending Chapter 1300, Marihuana Operations; Section 1300.02, 1300.04, 1300.09 & 1300.11 and Add Section 1300.17
Council Member Hussain noted there was a public hearing on November 14, 2022 and there did not appear to be any issues at that hearing. He then outlined the changes to the Sections listed.

Council Member Spitzley asked if all the license have all been issued. Mr. Swope confirmed all licenses have been issued.

Council Member Daniels asked if there are people who have licenses they are not using, and Mr. Swope stated there are some that had time limits and they are discussing with them to open or step aside.

MOTION BY COUNCIL MEMBER WOOD TO APPROVE THE ORDINANCE TO AMEND CHAPTER 1300 MARIHUANA OPERATIONS. MOTIONC CARRIED 7-1.

CLOSED SESSION
MOTION BY COUNCIL MEMBER WOOD AT 6:58 p.m. Pursuant to MCL 15.268(c) of the Open Meetings Act, the City Council will recess into closed session for strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement between the City of Lansing and the Capitol City Labor Program, Inc., Non-Supervisory Unit, and Lansing City Unit, Local 2256 of the United Auto Workers as requested by the City.

With Ms. Elizabeth O'Leary Labor Negotiator, LPD Assistant Chief Backus, HR Assistant Courtney Roberts, LPD Chief Sosebee, Budget Director Joe McClure and Mr. Mark Lawrence with the Mayor' s office.

ROLL CALL VOTE, MOTION CARRIED 7-1.

RECONVENE
Council President Hussain reconvened the meeting at 7:14 p.m.

RESOLUTION – Ratification of the Tentative Agreement; CBA between the City of Lansing and the Union, Capitol City Labor Program, Inc., Non-Supervisory Unit for a period of 7/1/2022- 6/30/2026
Council Member Wood outlined the tentative agreement.

MOTION BY COUNCIL MEMBER WOOD TO APPROVE THE RESOLUTION FOR RATIFICATION OF THE TENTATIVE AGREEMENT AND CBA WITH CCLP 7/1/2022 – 6/30/2026. MOTION CARRIED 7-0.

RESOLUTION – Ratification of the Tentative Agreement; CBA between the City of Lansing and the Union, Local 2256 UAW.
Council Member Wood outlined the tentative agreement.

Council Member Spadafore returned to the meeting at 7:15 p.m.

MOTION BY COUNCIL MEMBER WOOD TO APPROVE THE RESOLUTION FOR RATIFICATION OF THE TENTATIVE AGREEMENT AND CBA WITH UAW Local 2256. MOTION CARRIED 8-0.

Adjourn
The meeting adjourned at 7:16 p.m.
Respectfully Submitted by,
Sherrie Boak, Recording Secretary,
Lansing City Council
Approved by the Committee

Andy Schor, Mayor

S. Martin Luther King Jr. Boulevard Corridor Improvement Authority (S.MLK CIA)

Development and Tax Increment Financing Plan

Approved and Recommended by the South Martin Luther King Jr. Boulevard Corridor Improvement Authority September 22, 2022

S. MARTIN LUTHER KING JR. BOULEVARD
LANSING, MICHIGAN

CORRIDOR IMPROVEMENT AUTHORITY DEVELOPMENT AND TAX INCREMENT FINANCING PLAN

S. Martin Luther King Jr. Corridor Improvement Authority Board Members

Price Dobernick, Chair

Amanda Defrees, Vice Chair

Nikki Soldan, Recording Secretary

Teresa Stokes, Treasurer

Don “Moose” Sober, Board Member

Board Facilitators – Lansing Economic Development Corporation

Aurelius Christian, Corridor and Commercial Development Specialist

Plan prepared with assistance from

LEDC Lansing Economic Development Corporation

Executive Summary

The South Martin Luther King Jr. Boulevard corridor, a major north-south thoroughfare and once home to a bustling retail scene has seen steady deterioration due to increased retail competition, loss of high wage paying employment opportunities and the decrease in population of South Lansing residents. While there has been investment made, much more investment is needed for this crucial City of Lansing corridor, which needs attention and investment from all parties.

In 2019, Mayor Schor proposed, and the Lansing City Council approved the establishment of the South Martin Luther King Jr. Boulevard Corridor Improvement Authority (S.MLK CIA) with the goals to correct and prevent deterioration in the business districts, redevelop the city's commercial corridors and promote economic growth. For these goals to be realized, there must be a creation and implementation of a strategically crafted action plan in partnership with various stakeholders.

In the effort of revitalizing the South Martin Luther King Jr. corridor, there have been surveys, stakeholder interviews, and previous planning efforts completed soliciting input from residents, property owners, stakeholders, municipal staff, and public officials. Through these community engagement efforts, the Authority identified key challenges and areas of need including concerns with safety due to high traffic speeds, deterioration of the corridor due to neglected and vacant properties, absence of vibrancy due to lack of green spaces, and a lack of diversity in the businesses along the corridor including dining options.

With this input in mind, the Authority created a plan of action to improve the built and social environment of the corridor for all current and future residents and businesses. This plan addresses the identified needs through projects such as traffic calming measures to promote safety and transit-oriented design, addition of greenspace in heavily paved sections of the corridor, elimination of blight through redevelopment of vacant and dilapidated properties, attracting a diverse business mix to the corridor, hosting community events, and promotion of a positive narrative of the corridor through the development of a marketing and branding strategy.

The key areas of need the Authority identified through the community engagement process is in alignment with several key principles that are supported by the City's Master Plan to transform the visually unappealing character of the corridor, to encourage pedestrians and market the quality of the adjacent neighborhoods as attractive, livable, and sustainable community gateways.
These principles are:

- Traditional Neighborhood Design – Encouraging active lifestyles (walking or biking)
- Transit-Oriented Design – Compact, walkable, pedestrian-oriented, mixed-use corridor.
- Complete Streets – Safe transit for all users of streets (pedestrians, bicyclists, public transit users, and automobile drivers)

This Development and Tax Increment Financing Plan arranges projects in the four categories used by the National Main Street Model: Design, Economic Restructuring, Organization, and Promotions/Marketing.

The Authority plans to address the most urgent needs and make strides in each of these categories to:

- Pursue design changes in the corridor through the addition of public art, greenspaces, and improvement of streetscape (wayfinding, receptacles, and benches) to facilitate the use of public transit stations such as bus stops.
- Address the economic restructuring of key commercial properties such as Logan Square Shopping Center, and Metro Bowl and develop plans to attract and retain a variety of businesses.
- Organizationally, pursue grant funding for future development projects and capacity building.
- Promote a positive narrative of the corridor by developing the Authority's marketing and branding strategy.

Through the funding mechanism of Tax Increment Financing, this Authority will allow for the capture and reinvestment of property tax growth back into the corridor, improving public facilities such as streetscape, pedestrian infrastructure, develop plans, invest in capacity to make the Authority self-sustaining, and other activities to accomplish these goals, as enumerated per section 611 of PA 57 2018. The Authority is also able to obtain funding through donations and grants. In 2022, the Mayor proposed, and the Lansing City Council approved $100,000 in American Rescue Plan dollars for the S.MLK CIA to get these efforts started and to give the S.MLK CIA access to immediate funding until the tax increments are captured.

This plan segments the projects to address the short-term, mid-term and long-term needs of the corridor, with the ultimate vision of the corridor being home to vibrant public infrastructure, multi-model transit-oriented design, revitalized commercial properties, and diverse business mixes to create connectivity amongst neighborhoods and the corridor. The Authority plans to leverage partnerships with neighborhood organizations, Lansing city departments, the Lansing Economic Development Corporation, and other economic development organizations to execute the projects outlined within this plan.

The approval of the S.MLK CIA Development and TIF plan will allow for the Authority to begin its first steps in executing upon the vision set forth by the corridor's residents, businesses, and other stakeholders.

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Section I: INTRODUCTION

GENERAL OVERVIEW

In 2005, the Michigan Legislature enacted Public Act 280 (PA 280), the Corridor Improvement Authority Act, allowing cities, villages, and townships to create an authority to:

> "correct and prevent deterioration in business districts; to encourage historic preservation; to authorize the acquisition and disposal of interests in real and personal property; to authorize the creation and implementation of development plans and development areas in the districts; to promote the economic growth of the districts; to create a board; to prescribe the powers and duties of the board; to authorize the levy and collection of taxes; to authorize the issuance of bonds and other evidences of indebtedness; to authorize the use of tax increment financing; to prescribe powers and duties of certain state officials; to provide for rule promulgation; and to provide for enforcement of the act."

With the adoption of PA 280 in 2005, many local governments have utilized a Corridor Improvement Authority (CIA) to spark economic revitalization of business districts in transition within their community. A CIA is created to establish a development plan for a previously established Corridor Improvement District (CID).

This plan outlines improvements to public or private properties that will prevent further deterioration of the South Martin Luther King Jr. Corridor and encourage new investment. These specific plans may be funded by tax increment financing, private or corporate donations, and / or other grants.

The CIA is able to make strategic investments to the district by using tax increment financing (TIF). Through tax increment financing, a portion of the increase in the tax base resulting from the economic growth and development within the corridor, can be reinvested and used for infrastructure improvements and facilities enhancement, thereby reinvigorating the corridor, and facilitating economic growth and development. The justification for capturing the taxes is that no new investment would have been made within the district without the establishment of the CID; therefore, no taxes are lost by the interested taxing jurisdictions.

POWERS OF THE AUTHORITY

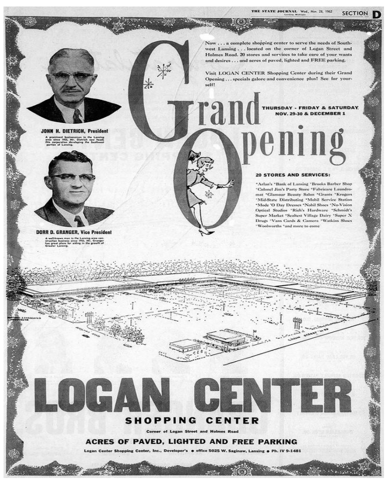
Detailed powers of the Corridor Improvement Authority board are listed in Appendix D per section 611 of Act 57 of 2018.

The Authority will be able to carry out with the execution of the vision created for the South Martin Luther King Jr. Boulevard Corridor as set forth by its residents, businesses, the City's Master Plan, and other Stakeholders to improve the built and social environment of the corridor, to correct corridor deterioration, encourage transit-oriented development, and conduct analysis and research.

HISTORY OF SOUTH MARTIN LUTHER KING JR. BOULEVARD COMMERCIAL CORRIDOR

Michigan Legislators made the decision to relocate the state capital from Detroit to the City of Lansing in 1847. The city quickly grew as settlers moved to the new capital, with new settlements growing along the banks of the Grand River. Over a century later, the land that now comprises South Lansing became controlled by the city between 1949 - 1958.

Originally named Logan Center, the 40-acre shopping center opened prior to Christmas on November 29, 1962. Containing over 230,000 square feet and costing $3,000,000 to build, Logan Center was smack dab in the middle of a fast-growing Southwest Lansing and provided 20 stores and services to become the retail hub for the surrounding neighborhoods. This was a time when there were no malls or big box stores, and online purchasing was not even an idea yet. Logan Center truly was the “Center” of retail activities for south Lansing.



Throughout the 1960s and 1970s Logan Center prospered as South Lansing continued to grow in population and General Motors and other manufacturing employers provided close by employment with middle class wages and benefits. New middle schools and high schools were built as the number of students continued to rise. The commercial corridor of Logan Street (now South Martin Luther King Jr. Boulevard.) prospered too as traffic counts and nearby neighborhood incomes rose.

The year following the opening of Logan Center, construction began on Interstate 496, and was completed eight years later. The expressway would ultimately dead-end 35 streets, create multiple one-way streets needed for on and off ramps, and determine future development. In the path of the expressway were more than 800 homes and businesses that were acquired through eminent domain, ceding the property to the state. This created a major problem of relocating residents to other neighborhoods. Most residents were forced into apartments or small homes on the city’s Southside. African Americans quickly moving into mostly all-white neighborhoods often resulted in white flight and discriminatory real estate practices.

In April of 1975, the conversion of Logan Street commenced with the addition of a new trunkline beginning at Alsdorf Street and running northwest to the Grand River then north to the intersection of Birch St. & Olds Ave. This became the southbound side of M-99 (South Martin Luther King Jr. Boulevard). This project also included the creation of a new three-lane bridge spanning the Grand River to the west of the existing Logan Street bridge. The project was completed in December of 1977 costing a total of $5.9 million. In 1989, the Logan Street name was officially changed to Martin Luther King Jr Boulevard.

In the 1980s and 1990s, signs of trouble started to show for Logan Center. Competition from the suburban malls and big-box stores, the migration of people out of the city to the suburbs, steady losses in high pay manufacturing jobs, and a falling population all reduced demand for the retail and services provided at Logan Center and along the South Martin Luther King Jr. corridor. The result was increasing vacancy rates and the moving of many key anchor stores out of the area to the suburbs and outer fringes of the city of Lansing.

By the beginning of the new millennium, Logan Center now 40 years old was showing signs of deterioration and vacancy rates were extremely high. The main anchor stores were gone and what was left generated very little business. The owners in an attempt to increase revenues began to sell and rent outlots that previously were parking spaces fronting both Holmes Road and South Matin Luther King Jr.

Boulevard. This further isolated the main part of Logan Center and exasperated the functionality and appeal of the original central building.

Present Conditions

Today, the South Martin Luther King Jr. corridor is highly automobile-centric, mostly utilized as a thoroughfare that transports traffic from south Lansing and cities to the south into downtown and the northern part of the city and vice versa. The corridor is wide, high-speed, and with buildings that do not address the street. These problematic features create unwatched, uninteresting, even seemingly dangerous areas. These features also impact the businesses along the corridor as most traffickers drive past at high speeds without stopping to patronize. The South Martin Luther King Jr. corridor has high traffic counts with the South Martin Luther King Jr. and Holmes intersection seeing upwards of 20,000 cars daily.

The South Martin Luther King Jr. corridor consists of a multitude of fast-food chain restaurants from the beginning of the corridor district at Victor Avenue to Holmes Road, and an oversaturation of liquor stores throughout the entirety of the corridor. Many stakeholders have identified a need for diversification of the business mix that exists on the corridor.

The ownership of the Logan Square Shopping Center has changed multiple times over the last 20 years, the most recent being in 2018. It is currently home to a grocery store, auto repair shop, Subway, cash advance business and other retailers, but much of the square footage is vacant. Due to the perception of crime and violence at and near the Logan Square Shopping Center, there has been apprehension from business owners to locate there.

Logan Square has been identified in past plans as a key area of focus for redevelopment and revitalization. The site has also been deemed as a priority site by the Lansing Economic Development Corporation. Currently, the Lansing Economic Development Corporation along with state partners, the property owners, the S.MLK CIA, and economic development and planning consultants are seeking to craft a redevelopment strategy for the site to be a catalyst of transformation for the South Martin Luther King Jr. corridor.

BACKGROUND AND PLAN NEED

In his State of the City, Mayor Andy Schor proposed creation of a South Martin Luther King Jr. Boulevard Corridor Improvement Authority (S. MLK CIA). On August 12, 2019, the Lansing City Council adopted Resolution Number 2019-226 declaring its intent to create and provide for the operation of the South Martin Luther King Jr. Boulevard Corridor Improvement Authority (S.MLK CIA). Following a formal public hearing on September 23, 2019, the Lansing City Council adopted Resolution Number 2019-334 to establish the boundaries of the Improvement Authority (the railroad tracks south of Victor Avenue to I-96). In the resolution establishing the Authority, it was determined that a CIA was necessary to:

a) Correct and prevent deterioration in business districts
b) Redevelop the City's commercial corridors
c) Promote economic growth

In 2020, Mayor Schor's administration appointed 3 of the current board members. 1 member was appointed in 2021 and 1 member was appointed in 2022.

PLAN DEVELOPMENT PROCESS

In 2016, The Southwest Lansing Action Plan was developed which was the result of a priority neighborhood planning effort initiated by the State of Michigan, with direct support from Governor Snyder's office and the Michigan Economic Development Corporation (MEDC). The Action Plan documents work completed by a team of dedicated stakeholders, residents, and community leaders to identify and prioritize economic development improvements in the Southwest Lansing community.

As referenced above, in 2019 the Mayor proposed and the Lansing City Council adopted a resolution to establish the South Martin Luther King Jr. Boulevard Corridor Improvement Authority and to designate its development area. In 2020, the City Council appointed members to the S.MLK CIA Board.

In 2021, the City of Lansing was one of ten communities in the state of Michigan selected to host a community development fellow through the Community Economic Development Association of Michigan (CEDAM). The Lansing fellow worked closely with the South Martin Luther King Jr. Boulevard Corridor Improvement Authority, stakeholders, businesses, and residents along the corridor, and the Lansing Economic Development Corporation to assist in the construction of this Development and Tax Increment Financing Plan.

The South Martin Luther King Jr. Boulevard Corridor Improvement Authority administered a community input survey to gather input from the business owners and residents of south Lansing to gain insight into their needs and challenges. The survey garnered over 125 responses from residents, business owners, and community leaders. The insight from the stakeholder interviews, survey responses, findings from the Southwest Lansing Action Plan, and board deliberation aided the construction of this Development and Tax Increment Financing Plan to map out the steps for redevelopment and revitalization of the South Martin Luther King Jr. Corridor.

Section II: DEVELOPMENT PLAN

BENEFITS OF THE AUTHORITY

The South Martin Luther King Jr. Boulevard Corridor Improvement Authority recognizes the benefits to the district and to the City of Lansing. This Development Plan is a formal document to outline the priorities and goals of the Authority. The Corridor Improvement District Proposal and request to create a Corridor Improvement Authority state that a CID:

(a) Utilizes TIF to complete improvement projects according to the approved TIF plan while leveraging other dollars such as earned income and private, state, federal and philanthropic monies for district improvements

(b) Generates a clear plan to improve the district, implemented by an empowered neighborhood stakeholder-government partner framework – a proven national method for success

(c) Creates access to additional programs and incentives to businesses such as special approval of liquor licenses within city development districts

(d) Establishes a cohesive district which fosters business investment from existing entrepreneurs and attracts complementary new business growth

(e) Encourages job creation, which produces more jobs for neighborhood residents and generates additional income tax revenue

(f) Encourages surrounding property improvements, increasing values of neighboring properties thus generating more property tax revenue

(g) Promotes greater interest in mixed-use development, broadening business location and residential housing options and increasing the tax base

(h) Brings more people into the district to shop for goods and services, thus generating more repeat customers for neighborhood businesses and increasing sales tax revenue

(i) Stimulates new commercial development in a neighborhood where additional private sector investment opportunity exists

(j) Improves the climate of community and economic development for residents and businesses alike

(k) Contributes to a healthy neighborhood which has the potential to decrease crime or the perception of crime, and increase public safety

(l) Creates an improved commercial core and public space that is appealing to neighborhood residents encouraging "pride in place" and visitor attraction

(m)Retains and empowers residents who can access jobs, goods and services in a walkable or transit-oriented neighborhood

(n) Creates an outreach and coordination mechanism at the neighborhood level for City financed projects

(o) Creates a public-private partnership with the City that enhances community neighborhood input to improve the district

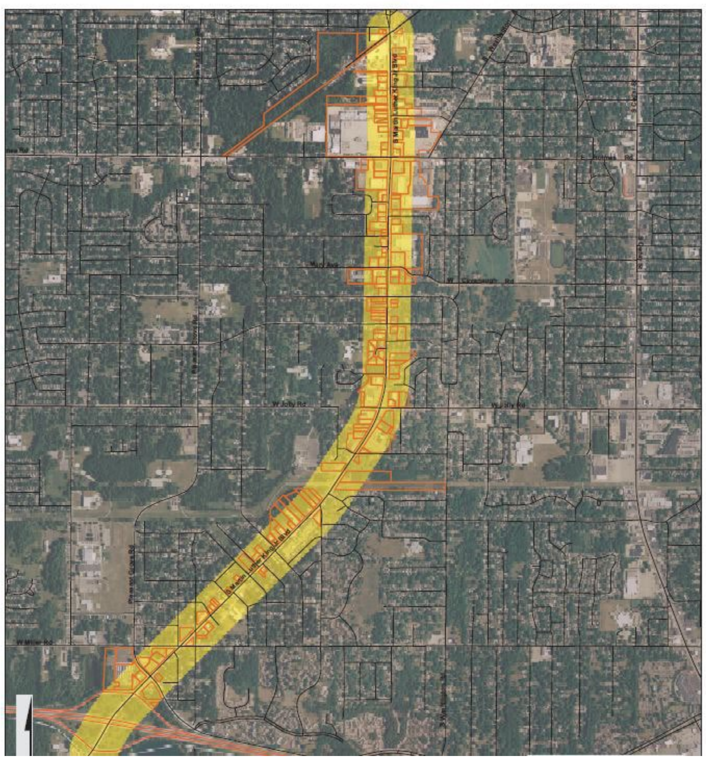
LEGAL BASIS OF THE PLAN

This Development Plan and Tax Increment Financing Plan is prepared pursuant to requirements of Sections 125.4618 and 125.4621 of the Tax Increment Financing Act, Public Act 57 of 2018, as amended. It addresses the geographic area of the Corridor Improvement District as established by the Lansing City Council. A descriptive map, resolutions establishing the CID and forming the CIA and Ordinance, including the legal description describing the CID are contained in the appendices.

DEVELOPMENT PLAN REQUIREMENTS

This section of the Development Plan provides specific information required in Section 125.4621 of the Tax Increment Financing Act. It consists of information requested in subsections 2(a) through 2(r):

(a) The designation of boundaries of the development area in relation to highways, streets, streams, or otherwise.

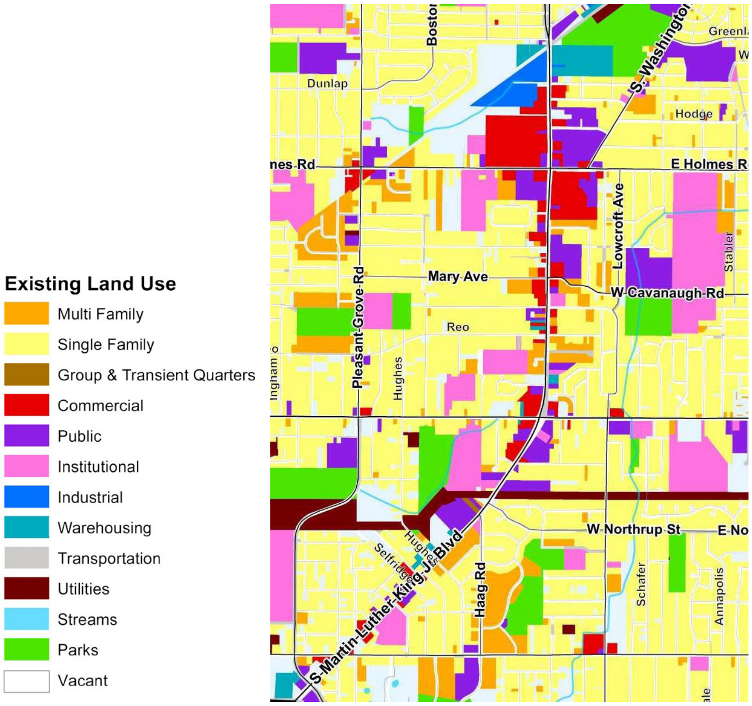


The CIA boundary was established by the Lansing City Council Resolution Number 2019-334 adopted on December 16, 2019, with the proposed area encompassing 500 feet north and 500 feet south of the centerline of South Martin Luther King Jr. Boulevard, from the railroad tracks south of Victor Avenue to I-96. A copy of the boundary map is contained in the Appendix G.

(b) The location and extent of existing streets and other public facilities within the development area, designating the location, character, and extent of the categories of public and private land uses then existing and proposed for the development area, including residential, recreational, commercial, industrial, educational, and other uses, and including a legal description of the development area.

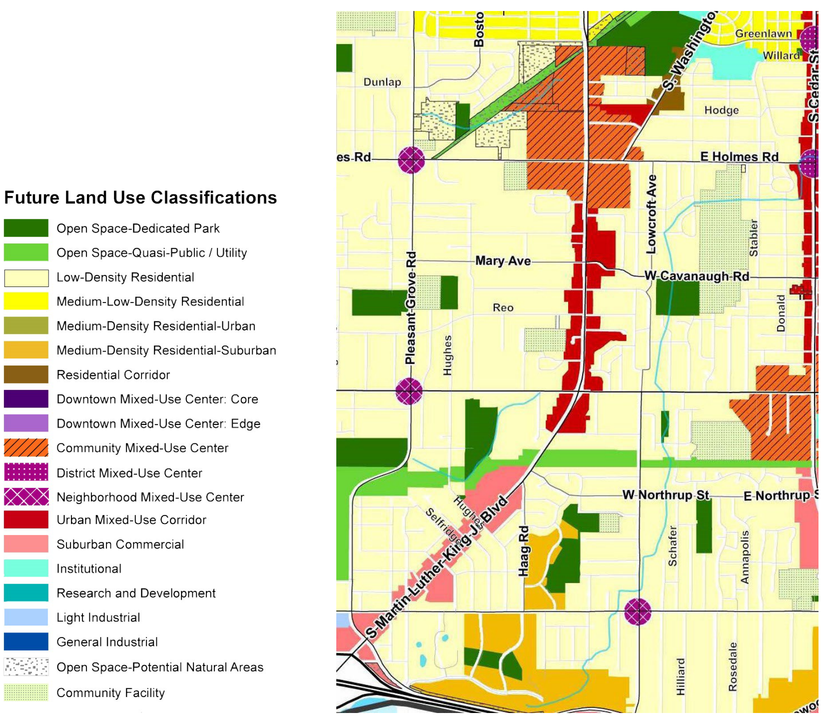
The CIA boundary is the same boundary established by the Lansing City Council Resolution Number 2019-334 adopted on December 16, 2019. Appendix G provides more detailed information about the parcel area, including parcel numbers and classes, property addresses, and legal descriptions.

Existing Land Use of the South Martin Luther King Jr. Boulevard Corridor



Source: Design Lansing 2012 Comprehensive Plan

Future Land Use of the South Martin Luther King Jr. Boulevard Corridor



Source: Design Lansing 2012 Comprehensive Plan, currently implemented under the new Form Based Code

(c) A description of existing improvements in the development area to be demolished, repaired, or altered, a description of any repairs and alterations, and an estimate of the time required for completion.

A description of specific improvement projects that are contemplated within the development area is contained in the project schedule and budget at the end of this section. The cost and time estimates included in the project schedule and budget are estimates only and may be revised by the Authority board without amending this Plan.

(d) The location, extent, character, and estimated cost of the improvements including rehabilitation contemplated for the development area and an estimate of the time required for completion.

A description, including cost estimate and schedule of implementation, for each improvement project that will be completed within the area is contained in the project schedule and budget at the end of this section. The cost and time estimates included in the project schedule and budget are estimates only and may be revised by the Authority board without amending this Plan.

(e) A statement of the construction or stages of construction planned, and the estimated time of completion of each stage.

A description, including cost estimate and implementation schedule for each specific improvement project that will be completed within the area is contained in the project schedule and budget at the end of this section. The time estimates included in the project schedule are estimates only and may be revised by the Authority board without amending this Plan.

(f) A description of any parts of the development area to be left as open space and the use contemplated for the space.

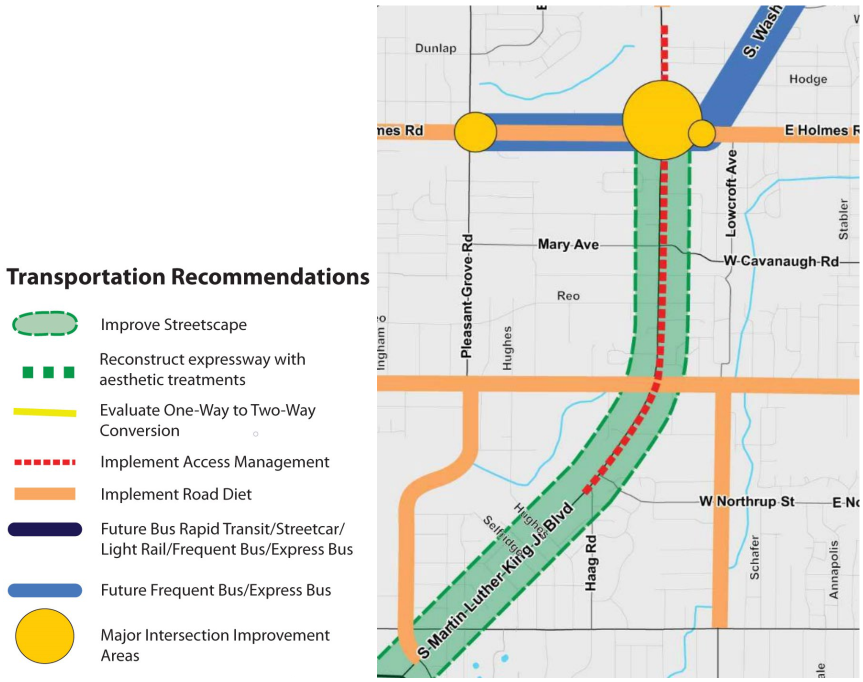
At this time, no specific parts of the development area are planned as open space, though redevelopment projects will be in line with the commercial corridor's overlay district that defines landscaping and open space requirements. The CIA will conduct community engagement and provide input on open space uses on a project-specific and case-by-case basis. However, as of the adoption of this Development Plan, there are no currently open spaces targeted for development of structures or buildings by the Authority; all open space is currently intended to remain open

(g) A description of any portions of the development area that the authority desires to sell, donate, exchange, or lease to or from the municipality and the proposed terms.

There is no known or identified property or real estate as of the adoption of this Plan that is necessary to complete the streetscape improvements set forth in this Plan. However, the CIA may wish to sell, donate, exchange, or lease property in the future. The Authority board reserves the right to sell, donate, exchange or lease property in the future to the extent determined necessary by the Authority board without further amendment to this Plan, but in compliance with the requirements of the Act.

(h) A description of desired zoning changes and changes in streets, street levels, intersections, traffic flow modifications, or utilities.

Transportation Concepts for Change



Source: Design Lansing 2012 Comprehensive Plan

The S.MLK CIA desires to pursue changes to the streets to address the issues outlined in the City's Master Plan. The plan cites the need for improvements to multi-modal transit and implementation of transit-oriented design, and review of the operational efficacy of the intersection at South Martin Luther King Jr. Boulevard and Holmes Road. In addition to changes cited in the plan, the S.MLK desires to pursue changes to implement road diet along the South Martin Luther King Jr. Boulevard to address the speed concerns of many stakeholders.

> ***(i) An estimate of the cost of the development, a statement of the proposed method of financing the development, and the ability of the authority to arrange the financing.***

A description, including cost estimate for individual projects and method of financing is contained in the project schedule and budget at the end of this section. The total cost of completing all activities, projects and improvements proposed by the Authority Development Plan and to be undertaken and financed by the Authority is estimated to be $1,231,500, which includes administrative expenses and contingencies. A breakdown of the estimated cost and estimated schedule for completion for each of those activities and projects is set forth in the project schedule and budget at the end of this section.

The scope of the items and improvements and the projected schedule for completion for those items and improvements described in this Plan are estimates only and may be revised from time to time by the Authority board without amending this Plan; provided, however, that such items and improvements must be completed within the term of this Plan, unless the term is amended in accordance with Act 57. Further, estimated costs for any items or improvements may be increased or decreased by the Authority board without amending this Plan based upon then-current preconstruction or pre-bid estimates of cost, as well as revised estimates of cost resulting from the receipt of bids. All operating and planning expenditures of the Authority and the City, as well as all advances extended by or indebtedness incurred by the City or other parties for improvements identified above that have been completed, are in progress, or yet to be completed, are expected to be repaid from tax increment revenues. The costs of the Plan are also anticipated to be paid from tax increment revenues as received.

The Authority expects to finance these activities from any one or more of the following sources:

- Future tax increment revenues
- Interest on investments
- Donations received by the Authority
- Proceeds from State and Federal Grants
- Proceeds from any property building or facility that may be owned, leased, licensed, operated or sold by the Authority
- Special assessments as may be approved by the City Council

The proceeds to be received from tax increment revenues in the CIA plus the availability of funds from other authorized sources will be sufficient to finance all activities and improvements to be carried out under this Plan. At this time, there is no intention by the Authority to issue bonds or to request that City Council issue bonds for qualifying activities; should that change, the Authority will comply with all requirements under the Act, including amendment to this Plan if necessary.

(j) Designation of the person or persons, natural or corporate, to whom all or a portion of the development is to be leased, sold, or conveyed in any manner and for whose benefit the project is being undertaken if that information is available to the authority.

The planned developments are designed to benefit all businesses, property owners, and residents of the corridor. Information concerning the names of specific persons for whom benefits may accrue are unknown at this time, as there is no intention to sell or transact any portion of the Development to any person at this time.

(k) The procedures for bidding for the leasing, purchasing, or conveying in any manner of all or a portion of the development upon its completion, if there is no express or implied agreement between the authority and persons, natural or corporate, that all or a portion of the development will be leased, sold, or conveyed in any manner to those persons.

The CIA Board has no publicly announced commitments for the acquisition or sale of property as it has no property under supervisory responsibility of the CIA at this time. The CIA in conjunction with the City may discuss policies to explore acquisition of tax reverted property should properties within the CIA District become available for acquisition by the City through tax reversion procedures.

It is not a priority of the CIA to acquire private property unless it advances a public improvement project or is necessary for economic development purposes. Any property acquired or held by the CIA, to be sold, leased, or otherwise conveyed to private development interests shall be sold, leased, or otherwise conveyed in accordance with local municipal policy, terms, and conditions to be established by the CIA, and state law, if applicable. At the time of the adoption of this plan, no private parties have been identified to whom land for redevelopment will be sold, leased, or otherwise conveyed; however, the CIA may convey such property to presently undetermined private parties for redevelopment for appropriate uses.

(l) Estimates of the number of persons residing in the development area and the number of families and individuals to be displaced. If occupied residences are designated for acquisition and clearance by the authority, a development plan shall include a survey of the families and individuals to be displaced, including their income and racial composition, a statistical description of the housing supply in the community, including the number of private and public units in existence or under construction, the condition of those units in existence, the number of owner-occupied and renter-occupied units, the annual rate of turnover of the various types of housing and the range of rents and sale prices, an estimate of the total demand for housing in the community, and the estimated capacity of private and public housing available to displaced families and individuals.

There are no occupied residences targeted for acquisition or development under the Plan, thus no relocation of families or individuals is anticipated within the scope of the proposed Development Plan or Tax Increment Financing Plan.

(m) A plan for establishing priority for the relocation of persons displaced by the development in any new housing in the development area.

There are no occupied residences targeted for acquisition or development under the Plan, thus no relocation of families or individuals is anticipated within the scope of the proposed Development Plan or Tax Increment Financing Plan.

(n) Provision for the costs of relocating persons displaced by the development and financial assistance and reimbursement of expenses, including litigation expenses and expenses incident to the transfer of title, in accordance with the standards and provisions of the uniform relocation assistance and real property acquisition policies act of 1970, Public Law 91-646, 84 Stat. 1894.

There are no occupied residences targeted for acquisition or development under the Plan, thus no relocation of families or individuals is anticipated within the scope of the proposed Development Plan or Tax Increment Financing Plan.

(o) A plan for compliance with 1972 PA 227, MCL 213.321 to 213.332.

There are no occupied residences targeted for acquisition or development under the Plan, thus no relocation of families or individuals is anticipated within the scope of the proposed Development Plan or Tax Increment Financing Plan.

(p) The requirement that amendments to an approved development plan or tax increment plan must be submitted by the authority to the governing body for approval or rejection.

The Authority reserves the right to amend this Plan to add new improvement projects, extend the duration of the Plan, or for other lawful purposes. Any amendments to the Plan shall be approved by the Authority and the City Council in accordance with the requirements of Act 57.

(q) A schedule to periodically evaluate the effectiveness of the development plan.

An annual report shall be submitted to each entity for which taxes are captured addressing use of CIA funds during the past budget year, status of implementation of the program of work set forth in the Development Plan and proposed CIA activities for the ensuing year. Any changes from this Development

Plan will be addressed and changed by action of the City Council as part of this annual review of CIA activities. Amendments to the Development Plan and Tax Increment Financing Plan would be completed in compliance with notification and public hearing procedures of Section 622 of Act 57 prior to action of the City Council.

TIF PLAN SCHEDULE AND BUDGET

The duration of this plan is a 15-year period. The following pages include tables where specific projects that address CIA goals are described, budgeted, and scheduled. The schedule begins in 2022 and ends in the year 2037 (15 years). Projects have been listed based on estimated time of completion.

INTENT TO UPDATE AND EXTEND DURATION OR TERMINATE PLAN

On or before the year 2037, the authority will consider action to update and extend the duration of the Development Plan and Tax Increment Financing Plan or make recommendations to terminate the plans and rescind City Ordinance #2019-334 creating the authority. Rescission of the resolution would dissolve the authority and eliminate the accompanying tax increment financing district; provided, however, that in accordance with Act 57, the authority shall not be dissolved if there is outstanding indebtedness of the authority.

PROJECT DESCRIPTIONS

This Development and Tax Increment Financing Plan arranges projects in the four categories used by the National Main Street Model: Design, Economic Restructuring, Organization, and Promotions/Marketing.

DESIGN: Design enhances the character of the corridor through physical change. Research has shown the significant daily traffic count along the corridor. Stakeholders have identified exploring how to incorporate new and innovative features to slow traffic, encourage people to stop and visit, and ultimately invest in the district will further drive property along the corridor. Furthermore, the aesthetic quality of the corridor is important to stakeholders. There is a current lack of greenery, trees, and public spaces along the South Martin Luther King Jr. corridor. Stakeholders would like to see an inviting corridor that can support a variety of retail and other businesses.

ECONOMIC RECONSTRUCTION: Economic reconstruction focuses on blight elimination, business retention and expansion, and small business development. Commercial property code enforcement, filling vacant buildings, façade improvement, and infill development on vacant parcels are essential to a healthy district. Strong businesses and a viable business mix are also critical. Stakeholders would like to see business recruitment programs and a revolving micro-loan fund in place to assist with this effort. They believe that offering business incentives and enhancing cooperative marketing and branding are key to attracting new business and development to the district.

ORGANIZATION: Organization ensures that the work of commercial corridor revitalization is accomplished through fundraising and volunteer development. There are many strong and committed neighborhood organizations in south Lansing, making collaboration a key area to capitalize on to make the strongest impact.

Promotions/Marketing: Many stakeholders feel there is a negative perception of the south Lansing area. Creating and reinforcing an identity that shines light on the strengths of the south Lansing community is a priority. Building connectivity amongst business owners and neighborhoods has been identified as an area of importance through input from stakeholders. Recurring themes in the feedback from stakeholders were that an increase in community events such as farmers market, festivals, and fairs are desired.

The following tables summarize the various projects and activities proposed, including an estimated cost and completion date for each. As noted previously, the costs and completion dates are estimates only and are subject to change without further amendment to this Plan. These dates and estimates may vary because of private investment decisions, financing opportunities, market shifts or other factors.

TABLE 1: AESTHETIC & DESIGN PROJECTS ANTICIPATED

Project	**Estimated Cost**	**Estimated Completion**
Short-Term Projects (2023 – 2027)		
Engage public art/ placemaking initiatives	$15,000	2-5 years
Purchase and install trash / recycling receptacles and benches to facilitate use of public transit stations such as bus stops	$2,500	1-2 years
Purchase enclosed bus shelters and design with artwork	$10,000	2-5 years
Develop and install wayfinding signage, with a focus on guiding residents and visitors to transit stations such as bus stops	$10,000	2-5 years
Purchase & install flower planters	$2,500	1-2 years
Explore safety measures for pedestrian crossing	$10,000	1-2 years
Explore possible traffic calming measures at key intersections / traffic study	$5,000	1-2 years
Medium-Term Projects (2028 – 2032)		
Create a corridor-specific façade improvement program	$75,000	5-10 years
Implement streetscape landscaping improvements	$30,000	5-10 years
Create additional pocket parks/ green spaces	$25,000	5-10 years
Administer traffic calming measures	$50,000	5-10 years
Work with local artists to install public art	$15,000	5-10 years
Plant/replace street trees	$7,500	5-10 years
Long-Term Projects (2033 – 2037)		
Increase street lighting	$75,000	8-15 years
Parking lot improvements (increase the number of public facilities, permeable paving, rain garden features)	$250,000	8-15 years

TABLE 2: ECONOMIC RESTRUCTURING PROJECTS ANTICIPATED

Project	Estimated Cost	Estimated Completion
Short-Term Projects (2023 – 2027)		
Explore redevelopment options for Logan Square Shopping Center	$10,000	1-2 years
Conduct strategic business attraction and retention activities	$10,000	2-5 years
Plan and implement business open house program	$5,000	2-5 years
Market corridor's commercial real estate opportunities	$5,000	1-2 years
Medium-Term Projects (2028 – 2032)		
Develop revolving business micro-loan fund	$50,000	5-10 years
Secure and build out business incubator space	$75,000	5-10 years
Recruit grocery store	$25,000	5-10 years
Long-Term Projects (2033 – 2037)		
Incentivize developers to redevelop vacant or blighted buildings	$75,000	8-15 years
Explore strategic property acquisition and renovation	$5,000	8-15 years
Purchase and demolition of vacant properties beyond reclamation	$250,000	8-15 years

TABLE 3: MARKETING & PROMOTIONS PROJECTS ANTICIPATED

Project	Estimated Cost	Estimated Completion
Short-Term Projects (2023 – 2027)		
Develop a branding & marketing strategy for the corridor	$10,000	1-2 years
Develop marketing materials (brochures, flyers, banners etc.)	$5,000	1-2 years
Update business directory	$2,500	1-2 years
Create email newsletter	$1,500	1-2 years
Medium-Term Projects (2028 – 2032)		
Plan community events and festivals	$30,000	2-5 years
Neighborhood resource fairs (for-profit, non-profit)	$50,000	ongoing

TABLE 4: ORGANIZATIONAL PROJECTS ANTICIPATED

Project	Estimated Cost	Estimated Completion
Short-Term Projects (2023 – 2027)		
Organize efforts to clean and beautify the corridor	$20,000	Ongoing
Coordinate business owner networking sessions	$5,000	Ongoing
Invest in volunteer recruitment and retention /recognition	$2,500	Ongoing
Coordinate efforts with existing neighborhood associations	$10,000	Ongoing
Enhance fundraising and grant-writing efforts	$2,500	Ongoing

OTHER SOURCES OF FINANCING

As noted in Section 621.2 (i), the CIA expects to finance these activities from one or more of the following sources:

1. Future tax increment revenues
2. State or Federal grants
3. Special assessments as may be approved by the City of Lansing
4. Interest on investments
5. Donations received by the CIA
6. Proceeds from any property, building or facility owned, leased or sold by the CIA
7. Moneys obtained through development agreements with property owners benefiting from adjacent open space and other public improvements
8. Moneys obtained from other sources approved by the City of Lansing

The revenue to be received from tax increment financing in this Development Area plus the availability of funds from other authorized sources will be sufficient to finance the activities and improvements to be carried out under this plan. At this time, there is no intention by the Authority to issue bonds or to request that City Council issue bonds for qualifying activities; should that change, the Authority will comply with all requirements under the Act, including amendment to this Plan if necessary.

Section III: TAX INCREMENT FINANCING PLAN FOR DEVELOPMENT DISTRICT

This tax increment financing plan is established to make possible the financing of all or a portion of the costs associated with the activities and projects contained in the previous Development Plan for the South Martin Luther King Jr. Boulevard Corridor Improvement District.

Tax Increment Financing Plan

Tax increment financing is a funding technique that utilizes increases in taxes on real and personal property within a specific development area to secure and pay the cost of public improvements or bonds issued by a municipality or Corridor Improvement Authority to finance the costs of an approved development plan, to pay the Authority's costs of operation, and to finance portions of an approved development plan which do not involve the issuance of bonds.

The Corridor Improvement Authority Act requires the CIA to address three legislative requirements in the Tax Increment Financing Plan. These provide information about funds anticipated to be received by the CIA and its impact upon taxing jurisdictions. These requirements are found in Section 618(1) of the Act and states that "if the authority determines that it is necessary for the achievement of the purposes of this act, the authority shall prepare and submit a tax increment financing plan to the governing body of the municipality. The plan shall include a development plan as provided in section 621..."

Specifically, pursuant to Section 618(1) of the Act the Tax Increment Financing Plan must include, in addition to the development Plan set forth above:

1. A detailed explanation of the tax increment procedure,
2. The maximum amount of bonded indebtedness to be incurred,
3. The duration of the program,
4. A statement that all unused funds captured shall revert proportionally to the respective taxing bodies, and
5. A state of the estimated impact of tax increment financing on the assessed values of all taxing jurisdictions in which the development area is located, and
6. A clear statement of the portion of the captured value intended to be used by the Authority for the Plan, and the intended use.

1. Detailed explanation of the Tax Increment Financing Procedure

The Corridor Improvement Authority Act, Act 57 of 2018, as amended, authorizes tax increment financing (TIF). TIF makes it possible for a district to essentially capture tax revenues that are derived from the increase in value of property, which has benefitted from development projects within said district. The revenue is used to finance further development within the district. The S.MLK CIA has determined that, in order to finance the previous Development Plan, a tax increment financing plan must be adopted.

The theory of utilizing TIF is that tax revenue will increase within a district where development is taking place. That increase in development will generate an increase in the tax revenues within that district. Therefore, it is appropriate to use this increase in tax revenue to reinvest into the district to encourage continued development.

The tax increment financing procedure as outlined in Act 57 of 2018 requires the adoption by the City, by resolution, of a Development Plan and a Tax Increment Financing Plan. Following the adoption of that resolution, the city and county treasurers are required by law to transmit to the CIA that portion of the tax levy of all taxing bodies paid each year on the "Captured Assessed Value of all real and personal property located in the Development Area." The tax amounts to be transmitted are hereinafter referred to as "Tax Increment Revenue".

The Authority explicitly subordinates its capture of Tax Increment Revenue to any similar capture by a Brownfield Redevelopment Plan, duly authorized by the Lansing Brownfield Redevelopment Authority and Lansing City Council, for any parcel or property that is currently subject to any such Brownfield Redevelopment Plan or that comes to be during the duration of this Plan. This Plan will still capture any amount of qualifying Tax Increment Revenue that passes through any such Brownfield Redevelopment

Plan's capture.

The "Captured Assessed Value" is defined by the Act as "the amount in any 1 year by which the current assessed value of the project area, including the assessed value of property for which specific local taxes are paid in lieu of property taxes ... exceeds the initial assessed value..." The "initial assessed value" is defined by the Act as the "assessed value, as equalized, of all the taxable property within the boundaries of the Development Area at the time the resolution establishing the tax increment financing plan is approved, as shown by the most recent assessment roll of the municipality for which equalization has been completed at the time the resolution is adopted..."

It is the goal of the CIA to use the captured assessed value in the development district for the number of years necessary to complete the projects outlined in the Development Plan.

The CIA shall submit a report on the tax increment financing account showing the revenue received and the amount and purpose of expenditures from the account. Reports will also be required showing the initial assessed value of the development district and the amount of captured assessed value retained by the CIA. The report shall be submitted to the Lansing City Council and contain such additional information as the City Council deems necessary.

An opportunity will be made available to the County Board of Commissioners and other taxing jurisdictions to meet with the City Council to discuss the fiscal and economic implications of the proposed financing and development plans.

Approval of the tax increment financing plan must be obtained following the notice, hearing and disclosure provisions of Section 622 of the Act. If the development plan is a part of the tax increment financing plan, only one hearing and approval procedure is required for the two plans together. The tax increment financing plan may be modified by the City Council upon notice and after public hearings. The governing body may abolish the tax increment financing plan when it finds that the purpose for which it was established is accomplished.

2. The maximum amount of bonded indebtedness to be incurred

The CIA does not anticipate bonding. Below is the current financial position of the Authority.

Description of Current Financial Position

Current Assets: The South Martin Luther King Jr. Boulevard Corridor Improvement Authority fund balance at the time of preparation of this analysis is $0.00. The Lansing Economic Development Corporation has contributed to the organizational costs of the CIA, as well as the preparation of this Development and Tax Increment Financing Plan.

Anticipated Revenue: The CIA district contains 174 individual properties. The 2022 taxable value of all properties is $31,239,107. This is the initial assessed value to which all future assessments will be compared to determine the tax capture for the district. A detailed projection table for the 15-year period is included in Appendix I.

3. Duration of The CIA and Tax Increment Financing District

The initial duration of the CIA's TIF district is 15 years. This Tax Increment Financing Plan establishes a budget for a 15-year period. This is reflected in the previous Development Plan's projects estimated completion dates, shown in Tables 1 through 4.

4. Unused Funds Shall Revert Proportionally to the Respective Taxing Bodies

The Authority shall comply with the requirements of Subsection 619(2) of the Act, and shall revert all unused funds, proportionally, to the respective taxing bodies. This TIF Plan is not intended, nor shall it be used to circumvent existing property tax limitations; the purpose is to enhance and increase public use of the public portions of the corridor as detailed in the Development Plan, especially as it pertains to utilization of public transit.

5. Estimated Impact of The Tax Increment Financing Plan

Adoption of this Tax Increment Financing Plan will initially result in the use of all revenues derived from increases in assessed value of the real and personal property of the Development District for purposes of the Development Plan. As soon as adequate increments have been generated to pay for the development projects, excess tax increment will be returned to the taxing jurisdictions.

Appendix I, demonstrates the current millage levied by each jurisdiction, the anticipated growth in assessed value and the resulting tax increment revenues to be generated during the life of the Plan, and the estimated fiscal and economic implications on taxing jurisdictions resulting from the implementation of the Plan and capture of millage by the Authority.

The Authority proposes to strengthen the Development District and arrest the current stagnation and deterioration in property values. This is to be accomplished by using the additional tax revenues generated in the Development District to make public improvements and induce private redevelopment.

Several tax bodies currently receive property tax revenue from the property within the Development District. They will continue to receive tax revenues on the initial assessed value of this property throughout the duration of the Plan. When this plan is terminated, these taxing jurisdictions will receive property tax revenues from all taxable property located within the Development District, including new development and appreciation in value stimulated by the development projects and inflation.

6. Use of Tax Increment Revenue

The Authority intends to use all of the captured value in furtherance of the Plan described above. Tax increment revenues transmitted to the Authority shall be deposited in a separate fund of the Authority (the "Project Fund") and used as they accrue annually in the following manner, and with the following order or priority:

1. To pay the administrative, auditing, legal and operating costs of the Authority and the City pertaining to the Plan and the Development District, including planning and promotion to the extent provided in the annual budget of the Authority.
2. To repay amounts advanced by the City for project costs, including costs for preliminary plans, projects, fees, and for other professional services.

3. To pay, or to set aside in a reserve account for the purpose of paying when feasible, the cost of undertaking, completing, and reimbursing the City for any public improvements as set forth in the Plan, to the extent those costs are not financed from other sources (the "Project Reserve Fund").
4. To pay the cost of any additional improvements to the Plan that are determined necessary by the Authority and approved by the City Council in accordance with the Act.

In accordance with Act 57, and to the extent that the Authority and City deem it necessary and in the best interest of the Authority, the Development District, and the City and its resident and property owners, the Authority may enter into tax sharing arrangements with affected taxing jurisdictions to share all or a portion of tax increment revenues on such terms as the Authority and the City Council determine to be most equitable for the Authority, the Development District and the City.

Appendix A:

Full Ordinance – Intent to Establish the South Martin Luther King Jr. Boulevard Corridor Improvement Authority

RESOLUTION #2019-226
BY **THE** COMMITTEE ON DEVELOPMENT AND PLANNING
RESOLVED BY **THE** CITY COUNCIL OF **THE** CITY OF LANSING

WHEREAS, the City of Lansing has prepared and forwarded this resolution of intent to create the South Martin Luther King Jr. Boulevard Corridor Improvement Authority (the Authority) in accordance with the provisions of Part 6, Corridor Improvement Authorities, of the Recodified Tax Increment Financing Act, Public Act 57 of 2018, as amended (the Act); and

WHEREAS, the intended South Martin Luther King Jr. Boulevard Corridor Improvement Authority Development Area, as defined in the Act (the "Proposed Development Area"), is comprised of eligible property within an area along South Martin Luther King Jr. Boulevard bounded by an area of all commercial property, as defined by Public Act 57 of 2018, found within 500 feet of the centerline of South Martin Luther King Jr. Boulevard, from the railroad tracks south of Victor Avenue to 1-96, and specifically identified in Exhibit A;

WHEREAS; the District meets all of the requirements of section 605 of Public Act 57 of 2018, including:

a. The Proposed Development Area is adjacent to or is within 500 feet of a road classified as an arterial or collector according to the Federal Highway Administration manual "Highway Functional Classification - Concepts, Criteria and Procedures," and
b. The Proposed Development Area contains at least ten (10) contiguous parcels or at least five (5) contiguous acres, and
c. More than half (1/2) of the existing ground floor square footage in the Proposed Development Area is classified as commercial real property under section 34c of the General Property Tax Act, 1893 PA 206, as amended (MCL 211.34c), and
d. Residential use, commercial use, or industrial use has been allowed and conducted under the zoning ordinance or conducted in the entire Proposed Development Area, for the immediately preceding thirty (30) years, and
e. The Proposed Development Area is presently served by municipal water or sewer, and
f. The Proposed Development Area is zoned to allow for mixed use that includes high-density residential use; and

WHEREAS, in accordance with Act 57 the City would further agree to the following with respect to the Proposed Development Area:

i. To expedite the local permitting and inspection process in the Proposed Development Area, and
ii. To modify its Master Plan, if necessary, to provide for walkable nonmotorized interconnections, including sidewalks and streetscapes throughout the Proposed Development Area; and

Appendix B:

Affidavit of Notice of Public Hearing on Creation of the S.MLK CIA

Appendix C:

Resolution Establishing the S.MLK CIA and Designation of the Development Area

RESOLUTION #2019-334
BY **THE** COMMITTEE ON DEVELOPMENT AND PLANNING
RESOLVED BY **THE** CITY COUNCIL OF **THE** CITY OF LANSING

Resolution Establishing South Martin Luther King Jr. Boulevard Corridor Improvement Authority and Designation of Development Area

WHEREAS, the City of Lansing (the City), is authorized by the provisions of Part 6, Corridor Improvement Authorities, of the Recodified Tax Increment Financing Act, Public Act 57 of 2018, as amended (the Act), specifically MCL 125.4606, to establish a corridor improvement authority; and

WHEREAS, on August 12, 2019, the Lansing City Council adopted its Resolution of Intent to create the South Martin Luther King Jr. Boulevard Corridor Improvement Authority setting a public hearing thereon for September 23, 2019, and finding that the proposed development area meets the requirements of section 605 of the Act, including the following:

(a) The proposed development area is adjacent to a road classified as an arterial or collector according to the Federal Highway Administration Manual "Highway Functional Classification - Concepts, Criteria and Procedures"; and

(b) The proposed development area contains at least 10 contiguous parcels or at least 5 contiguous acres; and

(c) More than half of the existing ground floor square footage in the proposed development area is classified as commercial real property under Section 34c of the General Property Tax Act, Act 206 of the Public Acts of Michigan of 1893, as amended ("Act 206"); and

(d) Residential use, commercial use, or industrial use has been allowed and conducted under the zoning ordinance or conducted in the entire proposed development area, for the immediately preceding 30 years; and

(e) The proposed development area is presently served by municipal water and sewer; and

(f) The proposed development area is zoned to allow for mixed use that includes high-density residential use; and

WHEREAS, the City Council held the public hearing on September 23, 2019, as well as a second public hearing on October 14, 2019, both properly noticed and held pursuant to the Act, in connection with the establishment of a corridor improvement authority and the designation of the proposed development area; and

Appendix D:

Powers of Authority

125.4611 Board; powers.

Detailed powers of the Corridor Improvement Authority board are listed below, section 611 of Act 57 of 2018:

(a) Prepare an analysis of economic changes taking place in the development area.

(b) Study and analyze the impact of metropolitan growth upon the development area.

(c) Plan and propose the construction, renovation, repair, remodeling, rehabilitation, restoration, preservation, or reconstruction of a public facility, an existing building, or a multiple-family dwelling unit which may be necessary or appropriate to the execution of a plan which, in the opinion of the board, aids in the economic growth of the development area.

(d) Plan, propose, and implement an improvement to a public facility within the development area to comply with the barrier free design requirements of the state construction code promulgated under the Stille-DeRossett-Hale single state construction code act, 1972 PA 230, MCL 125.1501 to 125.1531.

(e) Develop long-range plans, in cooperation with the agency that is chiefly responsible for planning in the municipality, designed to halt the deterioration of property values in the development area and to promote the economic growth of the development area, and take steps as may be necessary to persuade property owners to implement the plans to the fullest extent possible.

(f) Implement any plan of development in the development area necessary to achieve the purposes of this act in accordance with the powers of the authority granted by this act.

(g) Make and enter into contracts necessary or incidental to the exercise of its powers and the performance of its duties.

(h) On terms and conditions and in a manner and for consideration the authority considers proper or for no consideration, acquire by purchase or otherwise, or own, convey, or otherwise dispose of, or lease as lessor or lessee, land and other property, real or personal, or rights or interests in the property, that the authority determines is reasonably necessary to achieve the purposes of this act, and to grant or acquire licenses, easements, and options.

(i) Improve land and construct, reconstruct, rehabilitate, restore and preserve, equip, improve, maintain, repair, and operate any building, including multiple-
family dwellings, and any necessary or desirable appurtenances to those buildings, within the development area for the use, in whole or in part, of any public or private person or corporation, or a combination thereof.

(j) Fix, charge, and collect fees, rents, and charges for the use of any facility, building, or property under its control or any part of the facility, building, or property, and pledge the fees, rents, and charges for the payment of revenue bonds issued by the authority.

(k) Lease, in whole or in part, any facility, building, or property under its control.

(l) Accept grants and donations of property, labor, or other things of value from a public or private source.

(m) Acquire and construct public facilities.

(n) Conduct market research and public relations campaigns, develop, coordinate, and conduct retail and institutional promotions, and sponsor special events and related activities.

(o) Contract for broadband service and wireless technology service in a development area.

(2) Notwithstanding any other provision of this act, in a qualified development area the board may, in addition to the powers enumerated in subsection (1), do 1 or more of the following:

(a) Perform any necessary or desirable site improvements to the land, including, but not limited to, installation of temporary or permanent utilities, temporary or permanent roads and driveways, silt fences, perimeter construction fences, curbs and gutters, sidewalks, pavement markings, water systems, gas distribution lines, concrete, including, but not limited to, building pads, storm drainage systems, sanitary sewer systems, parking lot paving and light fixtures, electrical service, communications systems, including broadband and high-speed internet, site signage, and excavation, backfill, grading of site, landscaping and irrigation, within the development area for the use, in whole or in part, of any public or private person or business entity, or a combination of these.

(b) Incur expenses and expend funds to pay or reimburse a public or private person for costs associated with any of the improvements described in subdivision (a).

(c) Make and enter into financing arrangements with a public or private person for the purposes of implementing the board's powers described in this section, including, but not limited to, lease purchase agreements, land contracts, installment sales agreements, sale leaseback agreements, and loan agreements.

Appendix E:

S.MLK CIA Appointed Members to the S.MLK CIA Board

RESOLUTION #2020-120
BY THE COMMITTEE ON DEVELOPMENT AND PLANNING
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the Mayor made the appointment of Aini Abukar, a 3rd Ward Member of the South Martin Luther King Jr. Boulevard Corridor Improvement Authority Board for a term to expire July 31, 2021;

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

WHEREAS, the Committee on Development and Planning took affirmative action;

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of Aini Abukar, a 3rd Ward Member of the South Martin Luther King Jr. Boulevard Corridor Improvement Authority Board for a term to expire July 31, 2021.

Chris Swope
Chris SY,Ope, athCJMMC
Lansi CityCle.-k

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RESOLUTION #2020-122
BY THE COMMITTEE ON DEVELOPMENT AND PLANNING
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the Mayor made the appointment of Don Sober, a 3rd Ward Member of the South Martin Luther King Jr. Boulevard Corridor Improvement Authority Board for a term to expire July 31, 2024;

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

WHEREAS, the Committee on Development and Planning took affirmative action;

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of Don Sober, a 3rd Ward Member of the South Martin Luther King Jr. Boulevard Corridor Improvement Authority Board for a term to expire July 31, 2024.

Chris Swope
Chris SY.,cpe, CMWCJMMC
nsingQtyO

I hefeby certify that the fotegoing is true and is.acomplo.:!tec.opy theaclion ooopted by lhe Lansing Crty Camci

RESOLUTION #2020-123
BY THE COMMITTEE ON DEVELOPMENT AND PLANNING
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the Mayor made the appointment of Nikki Soldan, a regional business manager, Member of the South Martin Luther King Jr. Boulevard Corridor Improvement Authority Board for a term to expire July 31, 2023;

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

WHEREAS, the Committee on Development and Planning took affirmative action;

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of Nikki Soldan, a regional business manager, Member of the South Martin Luther King Jr. Boulevard Corridor Improvement Authority Board for a term to expire July 31, 2023.

Chris Swope
Cl'lri!. _ CMMCJMMC
Lansing Qty Qerk.

I herebf oe:rtify t the foregoing i$ t!'\le
and is a complete ,c;ot)y of the action
adopted by the Len9'1g Cit'p' Counc:il.

RESOLUTION #2020-171
BY THE COMMITTEE ON DEVELOPMENT & PLANNING
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the Mayor made the appointment of Price Dobernick, a regional business owner, Ward Member of the South Martin Luther King Jr. Boulevard Corridor Improvement Authority Board for a term to expire July 31, 2024;

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

WHEREAS, the Committee on Development & Planning met on September 1, 2020 and took affirmative action;

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of Price Dobernick, a regional business owner, Member of the South Martin Luther King Jr. Boulevard Corridor Improvement Authority Board for a term to expire July 31, 2024.

Chris Swope
Chris Swope, CMMC/MMC
Lansing City Clerk

I herel:)IJ certify lhat the foregoing i:s true
ard is ai QClllplete copy of the ac:tion
aOOpted by the Lal'MIg Cly Coonc:11.

RESOLUTION #2021-176
BY THE COMMITTEE ON DEVELOPMENT & PLANNING
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the Mayor has made the appointment of Amanda Defrees as a member of the South Martin Luther King Jr. Boulevard Corridor Improvement Authority Board of Directors for a term to expire July 31, 2025; and

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

WHEREAS, the Committee on Development & Planning met on August 23, 2021 and took affirmative action.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of Amanda Defrees as a member of the South Martin Luther King Jr. Boulevard Corridor Improvement Authority Board of Directors for a term to expire July 31, 2025.

Chns Sv-q:ie. CMMCIMMC
Lansing City Cletk

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a<kipted by the Lans.ing City Council

Resolution #2022-116
By the Committee on Development & Planning
Resolved by the City Council of the City of Lansing

WHEREAS, the Mayor has made the appointment of Teresa Stokes as a Business Owner member of the South Martin Luther King Jr. Boulevard Corridor Improvement Authority Board of Directors for a term to expire July 31, 2022; and

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

WHEREAS, the Committee on Development & Planning met on April 27, 2022 and took affirmative action.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of Teresa Stokes as a Business Owner member of the South Martin Luther King Jr. Boulevard Corridor Improvement Authority Board of Directors for a term to expire July 31, 2022.

Chris Swope

Ctwir. Svq>e, CMMCJMMC
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by !he L inSJ CltyC°'mr.i

Resolution #2022-###
By the Committee on Development and Planning
Resolved by the City Council of the City of Lansing

WHEREAS, the Mayor has made the reappointment of Teresa Stokes as a Business Owner member of the South Martin Luther King Jr. Boulevard Corridor Improvement Authority Board of Directors for a term to expire July 31, 2026; and

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

WHEREAS, the Committee on Development and Planning took affirmative action.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the reappointment of Teresa Stokes as a Business Owner member of the South Martin Luther King Jr. Boulevard Corridor Improvement Authority Board of Directors for a term to expire July 31, 2026.

Appendix F:

S.MLK CIA Bylaws

BYLAWS OF THE SOUTH MARTIN LUTHER KING JR. BOULEVARD CORRIDOR IMPROVEMENT AUTHORITY OF THE CITY OF LANSING

Rev: January 21, 2021

Confirmed to reflect the legal entity name

ARTICLE I - NAME

The name of this Authority is the South Martin Luther King Jr. Boulevard Corridor Improvement Authority of the City of Lansing, which may also be referred to as the South MLK Corridor Improvement Authority.

ARTICLE II - PURPOSE

The purpose of the Authority is to carry out those purposes and exercise those powers as conferred upon it by State of Michigan's Corridor Improvement Authority Act, Act 57 of 2018 (Formerly known as Act 280 of the Michigan Public Acts of 2005) as amended ("the Act"). The Authority shall be a public body corporate and shall have all the powers which now or hereafter may be conferred by law on authorities organized under the Act. These Bylaws are adopted as the Authority's rules governing procedure and holding regular meetings, in accordance with the Act.

ARTICLE III - AUTHORITY BOARD OF DIRECTORS

Section 1. Authority Board. The Authority shall be under the supervision and control of a board consisting of seven members appointed by the Mayor of the City of Lansing subject to the approval of City Council. The board will also include the Mayor or a Mayoral Assignee. Not less than a majority of the members shall be persons having an ownership or business interest in property located in the Corridor Improvement Authority development area. At least one of the members shall be a resident of the development area or of an area within one-half mile of any part of the development area.

Section 2. Terms, Replacement, and Vacancies. Of the initial seven members appointed, two term shall expire on July 31, 2021, one term shall expire on July 31, 2022, three terms shall expire on July 31, 2023, and one term shall expire on July 31, 2024. Thereafter, each member appointed shall serve for a term of four years. A member shall hold office until the member's successor is appointed. An appointment to fill a vacancy shall be made by the Mayor for the unexpired term only. Before assuming the duties of office, a member shall qualify by taking and subscribing to the constitutional oath of office.

Section 3. Removal. A member of the Board may be removed for cause by the City Council after having been given notice and an opportunity to be heard.

ARTICLE IV - OFFICERS

Section 1. Officers. The officers of the Authority Board shall be a chairperson, a vice chairperson, a treasurer, and a recording secretary. All officers shall be members of the Authority Board, with the exception of the recording secretary who may, but need not be, a member of the Authority Board.

judgment, the best interest of the Authority Board will be served.

Section 3. Chairperson. The chairperson shall preside at all meetings of the Authority Board and shall discharge the duties as a presiding officer.

Section 4. Vice Chairperson. In the absence of the chairperson or in the event of inability to serve as chairperson, the vice chairperson shall perform the duties of the chairperson and when so acting, shall have all the powers and be subject to all the restrictions of the chairperson.

Section 5. Treasurer. The treasurer shall prepare, with the assistance of appropriate staff, an annual financial report covering the fiscal year of the Authority. The fiscal year of the Authority shall be July 1 to June 30. An annual audit will be made each year. The treasurer shall provide a bond if necessary, in the amount prescribed by the Authority Board.

Section 6. Recording Secretary. The recording secretary, if not a member of the Authority Board, shall be a designee of the Authority Board. The recording secretary shall attend all meetings of the Authority Board and with the assistance of appropriate staff record all votes and the minutes of all proceedings, to be maintained for future reference. The recording secretary shall give, or cause to be given, notice of all meetings of the Authority Board, as required by law or these bylaws, and shall perform such other duties as may be prescribed by the Authority Board. The recording secretary shall, when authorized by the Authority Board, attest by signature to actions of the Authority Board, and shall maintain custody of the official seal, and of the records, books and all documents of the Authority.

Section 7. Delegation of Duties of Officers. In the absence of any officer of the Authority Board due to resignation or removal, the Authority Board may delegate the powers and duties of any officer to any Authority Board member provided a majority of a quorum of the Authority Board concurs therein.

Section 8. Election of Officers. Nominations shall be made from the floor at the annual meeting in January or at the initial meeting of the Authority Board. Officers shall be elected by majority vote of the Authority Board. The terms of office shall be for one year and begin at the close of the annual meeting at which they are elected, or until his or her successor shall be elected and qualified. No member shall hold more than one office at a time.

ARTICLE V - CONTRACTS, CHECKS, DEPOSITS AND FUNDS

Section 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the corporation in addition to the officers so authorized by the Act or these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such Board may be general or confined to specific instances.

Section 2. Checks and Drafts. All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer and countersigned by the Chairperson or Vice Chairperson of the Corporation.

Section 3. **Deposits**. All funds of the Corporation shall be deposited from time to time to the credit of the Board in such banks, trust companies or other depositaries as the Board of Directors may select.

ARTICLE VI - EMPLOYMENT OF DIRECTOR

The Authority Board may employ and fix compensation of a director subject to approval of the City Council. A member of the Board is not eligible to hold the position of Director. Before beginning his or her duties, the Director shall subscribe to the constitutional oath and furnish a bond as required by section 609 of Act 57 of 2018. The Director shall be the chief executive officer of the Authority. The Director shall serve at the pleasure of the Authority Board.

ARTICLE VII - MEETINGS

Section 1. **Organizational Meeting and Election of Officers.** Officers shall be elected at the first organizational meeting of the Authority Board after the adoption of the Bylaws and shall be appointed thereafter pursuant to Article VII - Section 2.

Section 2. **Annual Meeting.** Starting in the year 2021, an annual meeting shall be held in January at a time and place to be set by the Authority Board. Election of officers shall occur at the annual meeting. If the election of officers does not occur on the day designated or any adjournment thereof, the Authority Board shall cause the election to be held at a regular or special meeting of the Authority Board within 90 days of the annual meeting.

Section 3. **Regular Meetings.** Regular meetings of the Authority Board shall be held at a time and place to be set by the Authority Board at its annual meeting. Notice of regular meetings shall be published in accordance with the Michigan Open Meetings Act, Act 267 of the Public Acts of 1976, as amended. The Authority Board records shall be open to the public.

Section 4. **Special Meetings.** Special meetings of the Authority Board may be called by the chairperson, the vice chairperson in the absence of the chairperson, or by any three Authority members by giving 24 hours' notice of the meeting to other board members, stating the purpose of the meeting, and by posting sufficient public notice in accordance with the Michigan Open Meetings Act.

Section 5. **Notice of Meetings.** All meetings other than regularly scheduled meetings shall be preceded by public notice posted 18 hours prior to the meeting in accordance with the Michigan Open Meetings Act.

Section 6 **Agenda and Minutes.** The recording secretary together with appropriate staff shall prepare the agendas for all regular meetings and send them to the Authority Board members at least 24 hours prior to the meeting. Any member of the Authority Board may request any item to be placed on the agenda. Minutes of all meetings shall be prepared and kept in accordance with the Michigan Open Meetings Act. Proposed Minutes of a meeting shall be made available to the public no more than 8 days after the meeting. The Board shall vote to approve or amend and approve minutes from any prior meeting, at the next regular meeting.

Section 7 **Quorum and Voting.** A quorum shall constitute a majority of the Authority Board members appointed and serving at the time. A majority vote of a quorum of the Authority Board shall constitute the action of the Authority Board unless the vote of a larger number is required by statute, or elsewhere in these rules. In the event that effective membership is reduced because of a conflict of interest, a majority of the remaining members eligible to vote shall constitute the action of the Authority Board.

Section 8 **Rules of Order.** *Robert's Rules of Order* will govern the conduct of all meetings.

Section 9 **Open and Closed Meetings.** All regular and special meetings of the Authority Board shall be open to the public, and each agenda shall include a time for public comment. Closed meetings of the Authority Board may be called for the purposes listed in the Michigan Open Meetings Act, if approved by the Authority.

Section 10 **Conflict of Interest.** An Authority Board member who has a direct conflict of interest of more than a de minimis nature as defined by MCL 15.322 and 15.323 in any matter before the Authority Board shall disclose that interest prior to the Authority Board taking any action with respect to the matter. This disclosure shall become part of the record of the Authority Board's official proceedings. Any member making such disclosure shall, with the approval of the Authority Board, refrain from participating in the Authority Board's decision-making process, to include all discussions, motions made and votes taken, relative to such matters, unless required by law. In addition, an Authority Board member shall be subject to the conflict of interest provisions of section 5-505 of the Lansing City Charter and the Ethics Ordinance in Part 2, Title 10, Chapter 290 of the Lansing Codified Ordinances.

Section 11 **Mandatory Voting.** Except when a member is excused from participating on a matter by the chair because of a disclosed conflict of interest, all members present shall vote on all matters before the Authority Board.

Section 12 **Physical Presence Required.** Members may not be counted as in attendance and may not vote unless they are physically present at the meeting. Members may not send a proxy to a meeting, and members may not vote by proxy. The physical presence requirement may be suspended by majority vote of the Directors serving, if virtual appearance is still in compliance with the Michigan Open Meetings Act.

ARTICLE VIII - EXECUTIVE COMMITTEE

The officers of the Authority Board, including chairperson, vice chairperson, treasurer, and recording secretary, shall constitute the executive committee. The executive committee shall have general supervision of the affairs of the Authority Board between its business meetings, fix the hours and place of meetings, make recommendations to the Authority Board, and shall perform such other duties as specified in these Bylaws or as may be specified by the Authority Board.

ARTICLE IX - AUTHORITY BOARD COMMITTEES AND ADVISORY COMMITTEES

Section 1 **Authority Board Committees.** The Authority Board, by resolution, may designate and appoint one or more committees to advise the Authority Board. Committee members shall be members of the Authority Board. The chairperson of the Authority Board shall appoint the members and select the chairperson of the Authority Board committees. The committees may be terminated by vote of the Authority Board. At the annual meeting, the committees will be evaluated and reappointed or dissolved. A majority of the committee will constitute a quorum. A majority of the members present at the meeting at which a quorum is present shall be the action of the committee.

Section 2 **Advisory Committees.** The Authority Board may, by resolution, authorize the establishment of advisory committees to the Authority Board. The chairperson shall select, with the advice and consent of the Authority Board members, the members of each advisory committee. The advisory committees shall elect their own officers and establish rules governing their action.

ARTICLE X - INDEMNIFICATION

Section 1 **Indemnification and Defense.** Matters involving a claim or civil action against any officer or employee of the Authority, while acting within the scope of their authority, are subject to the Government Liability for Negligence Act, Act 170 of the Public Acts of 1964, as amended.

Section 2. **Reimbursement.** Any action by the Authority Board on behalf of an officer or employee under Section 1 shall be made by the Authority Board only as authorized in the specific case upon a determination that such action is appropriate. Such determination shall be made in either of the following ways:

1. By a majority vote of the members of the Authority Board who were not parties to such claim, action, suit or proceedings, or
2. If such quorum is not obtainable, or even if obtainable, a quorum of disinterested members so directs, supported by the recommendation of legal counsel in a written opinion.

Section 3. **Insurance.** The Authority Board may purchase and maintain insurance on behalf of any person who is or was an officer or employee of the Authority against any liability asserted against the officer or employee and incurred by them in any such capacity or arising out of their status as such.

ARTICLE XI - AMENDMENTS OF BYLAWS

These Bylaws may be amended at any regular meeting of the Authority Board by a majority vote of a quorum, provided that the amendment has been submitted in writing at the previous regular meeting; provided, however, that no such amendment shall take effect until approved by resolution of the City Council.

Adopted: 'clc,...,uu,,, :2l, 2021

Chairperson Secretary

The foregoing bylaws of the South MLK Corridor Improvement Authority of the City of Lansing were approved by resolution of the Lansing City Council duly adopted at a regular meeting of the Council held pursuant to statutory notice on the _ day of __________, 2021.

________________________________ __________, City Clerk

Appendix G:

List of Affected Properties by Parcel Identification Number

Parcel # 2022	Property Address	Property Class
33-01-01-29-259-192	S M L KING JR BLVD	202
33-01-01-29-259-202	S M L KING JR BLVD	202
33-01-01-29-280-262	NO STREET FRONTAGE	202
33-01-01-29-280-264	2701 S M L KING JR BLVD	703
33-01-01-29-401-044	S M L KING JR BLVD	202
33-01-01-29-401-062	2808 S KELLYBROOK LN	201
33-01-01-29-401-102	3110 S M L KING JR BLVD	201
33-01-01-29-401-112	3022 S M L KING JR BLVD	201
33-01-01-29-401-122	3010 S M L KING JR BLVD	201
33-01-01-29-426-011	2833 S M L KING JR BLVD	201
33-01-01-29-426-030	2915 S M L KING JR BLVD	201
33-01-01-29-426-039	2915.5 S M L KING JR BLVD	201
33-01-01-29-426-041	2919 S M L KING JR BLVD	201
33-01-01-29-426-051	2937 S M L KING JR BLVD	201
33-01-01-29-427-002	3015 S M L KING JR BLVD	708
33-01-01-29-451-001	S M L KING JR BLVD	202
33-01-01-29-451-013	3222 S M L KING JR BLVD	201
33-01-01-29-451-022	3330 S M L KING JR BLVD	201
33-01-01-29-451-032	3316 S M L KING JR BLVD	201
33-01-01-29-451-037	3218 S M L KING JR BLVD	201
33-01-01-29-451-041	3216 S M L KING JR BLVD	201
33-01-01-29-451-051	3212 S M L KING JR BLVD	201
33-01-01-29-451-061	3140 S M L KING JR BLVD	201
33-01-01-29-451-062	3208 S M L KING JR BLVD	201
33-01-01-29-451-067	3128 S M L KING JR BLVD	201
33-01-01-29-451-069	3122 S M L KING JR BLVD	201
33-01-01-29-451-072	3124 S M L KING JR BLVD	201
33-01-01-29-476-002	3101 S M L KING JR BLVD	201
33-01-01-29-476-041	3127 S M L KING JR BLVD	201
33-01-01-29-476-062	3135 S M L KING JR BLVD	201
33-01-01-29-476-091	900 SOUTHLAND AVE	201
33-01-01-29-476-111	808 SOUTHLAND AVE	201
33-01-01-29-477-006	3215 S M L KING JR BLVD	201
33-01-01-29-477-012	3229 S M L KING JR BLVD	201
33-01-01-29-477-014	3311 S M L KING JR BLVD	201
33-01-01-29-477-021	3325 S M L KING JR BLVD	201
33-01-01-29-477-042	905 SOUTHLAND AVE	201
33-01-01-29-477-072	1011 SOUTHLAND AVE	201
33-01-01-29-477-084	930 W HOLMES RD	201
33-01-01-29-477-085	930 W HOLMES RD	201
33-01-01-32-201-201	3612 S M L KING JR BLVD	201
33-01-01-32-201-211	3600 S M L KING JR BLVD	201
33-01-01-32-201-223	3512 S M L KING JR BLVD	201
33-01-01-32-201-232	3500 S M L KING JR BLVD	201
33-01-01-32-201-242	3404 S M L KING JR BLVD	201
33-01-01-32-201-256	1211 W HOLMES RD	201
33-01-01-32-203-202	HILLCREST ST	202
33-01-01-32-203-234	3826 S M L KING JR BLVD	201
33-01-01-32-203-244	3822 S M L KING JR BLVD	201
33-01-01-32-203-252	3812 S M L KING JR BLVD	201

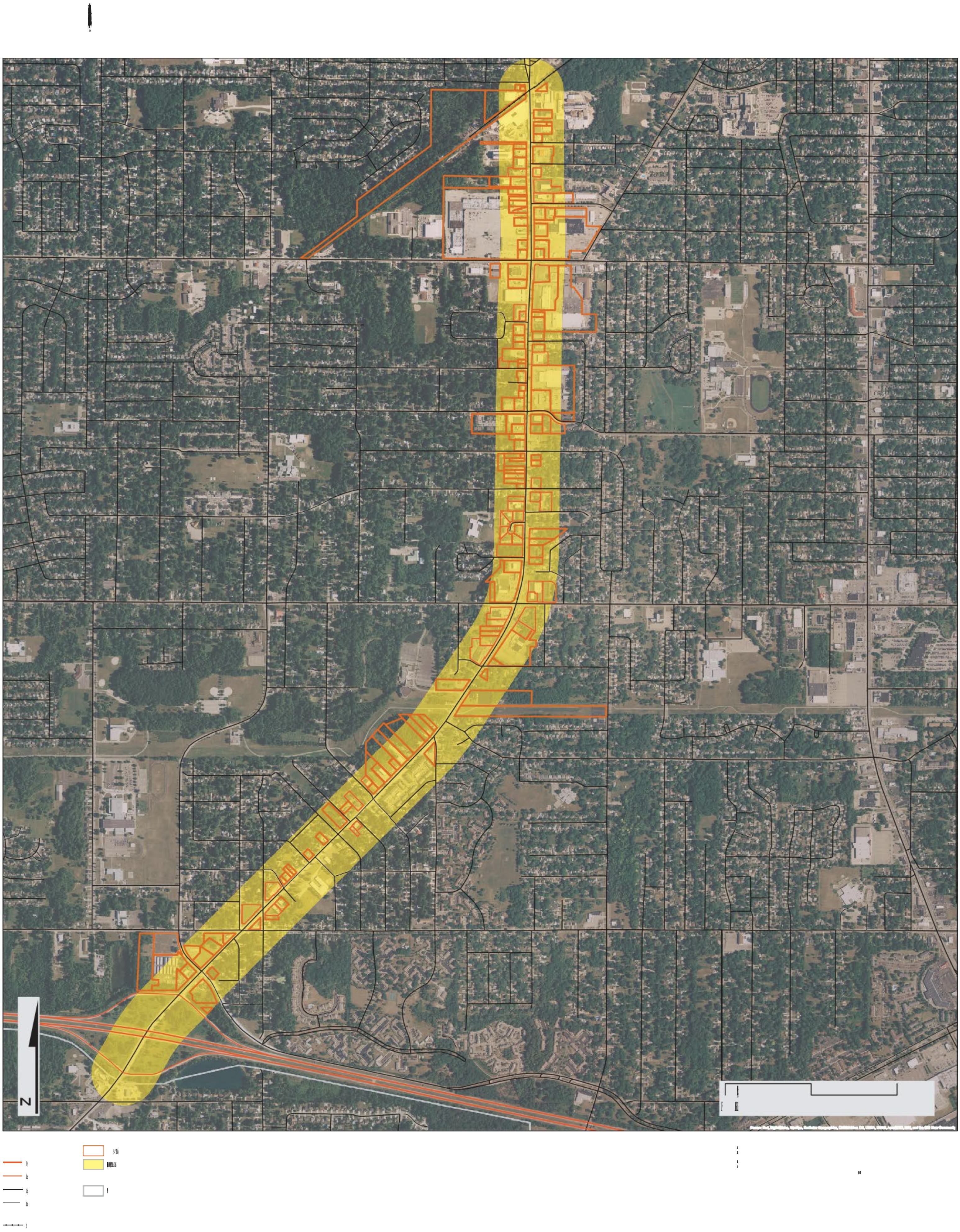
33-01-01-32-203-261	3800 S M L KING JR BLVD	201
33-01-01-32-203-271	3718 S M L KING JR BLVD	201
33-01-01-32-203-281	3706 S M L KING JR BLVD	201
33-01-01-32-226-004	3425 S M L KING JR BLVD	201
33-01-01-32-226-016	3525 S M L KING JR BLVD	201
33-01-01-32-226-022	3621 S M L KING JR BLVD	201
33-01-01-32-226-025	3615 S M L KING JR BLVD	201
33-01-01-32-226-041	1016 LEGRAND DR	201
33-01-01-32-226-552	921 W HOLMES RD	201
33-01-01-32-251-205	1120 MARY AVE	201
33-01-01-32-251-212	4100 S M L KING JR BLVD	201
33-01-01-32-251-221	S M L KING JR BLVD	202
33-01-01-32-251-251	4000 S M L KING JR BLVD	201
33-01-01-32-251-382	3916 S M L KING JR BLVD	201
33-01-01-32-252-070	1301 MARY AVE	201
33-01-01-32-252-112	4230 S M L KING JR BLVD	201
33-01-01-32-252-122	4220 S M L KING JR BLVD	201
33-01-01-32-276-001	1017 LEGRAND DR	201
33-01-01-32-276-011	3821 S M L KING JR BLVD	201
33-01-01-32-276-030	4019 S M L KING JR BLVD	201
33-01-01-32-276-040	3901 S M L KING JR BLVD	201
33-01-01-32-276-057	4211 S M L KING JR BLVD	201
33-01-01-32-276-063	4221 S M L KING JR BLVD	201
33-01-01-32-276-068	914 W CAVANAUGH RD	201
33-01-01-32-276-074	1001 W CAVANAUGH RD	201
33-01-01-32-276-076	929 W CAVANAUGH RD	201
33-01-01-32-401-131	4314 S M L KING JR BLVD	201
33-01-01-32-401-141	4300 S M L KING JR BLVD	201
33-01-01-32-402-142	4526 S M L KING JR BLVD	201
33-01-01-32-402-161	4516 S M L KING JR BLVD	201
33-01-01-32-402-171	4508 S M L KING JR BLVD	201
33-01-01-32-402-181	4504 S M L KING JR BLVD	201
33-01-01-32-402-191	S M L KING JR BLVD	202
33-01-01-32-402-211	4410 S M L KING JR BLVD	201
33-01-01-32-402-231	4400 S M L KING JR BLVD	201
33-01-01-32-402-241	1113 PIERCE RD	201
33-01-01-32-402-251	1205 PIERCE RD	201
33-01-01-32-426-002	4303 S M L KING JR BLVD	708
33-01-01-32-427-001	4405 S M L KING JR BLVD	201
33-01-01-32-427-011	4415 S M L KING JR BLVD	202
33-01-01-32-427-042	4519 S M L KING JR BLVD	201
33-01-01-32-451-171	1212 W JOLLY RD	202
33-01-01-32-451-183	5016 S M L KING JR BLVD	201
33-01-01-32-451-184	5016 S M L KING JR BLVD	201
33-01-01-32-451-242	4924 S M L KING JR BLVD	201
33-01-01-32-451-531	S M L KING JR BLVD	202
33-01-01-32-451-551	1141 DORCHESTER CIRCLE	201
33-01-01-32-451-561	1115 DORCHESTER CIRCLE	201
33-01-01-32-451-571	1151 DORCHESTER CIRCLE	201
33-01-01-32-451-581	1156 DORCHESTER CIRCLE	201
33-01-01-32-451-591	1140 DORCHESTER CIRCLE	201

33-01-01-32-451-601	1130 DORCHESTER CIRCLE	201
33-01-01-32-451-611	1100 DORCHESTER CIRCLE	201
33-01-01-32-451-631	4620 S M L KING JR BLVD	201
33-01-01-32-451-641	4610 S M L KING JR BLVD	201
33-01-01-32-476-003	4601 S M L KING JR BLVD	201
33-01-01-32-476-031	946 VINCENT CT	201
33-01-01-32-477-031	4711 S M L KING JR BLVD	201
33-01-01-32-477-041	4801 S M L KING JR BLVD	201
33-01-01-32-477-051	4909 S M L KING JR BLVD	201
33-01-01-32-477-055	4915 S M L KING JR BLVD	201
33-01-01-32-479-021	1000 W JOLLY RD	201
33-01-01-32-479-032	5035 S M L KING JR BLVD	201
33-01-01-32-479-041	W JOLLY RD	202
33-01-05-05-126-043	S M L KING JR BLVD	202
33-01-05-05-126-053	5640 S M L KING JR BLVD	201
33-01-05-05-126-061	S M L KING JR BLVD	202
33-01-05-05-126-071	5614 S M L KING JR BLVD	201
33-01-05-05-126-081	5606 S M L KING JR BLVD	708
33-01-05-05-126-091	5542 S M L KING JR BLVD	201
33-01-05-05-126-101	5528 S M L KING JR BLVD	201
33-01-05-05-126-111	5510 S M L KING JR BLVD	201
33-01-05-05-126-121	5508 S M L KING JR BLVD	201
33-01-05-05-126-131	5468 S M L KING JR BLVD	201
33-01-05-05-126-173	5404 S M L KING JR BLVD	708
33-01-05-05-201-161	5334 S M L KING JR BLVD	201
33-01-05-05-202-082	5208 S M L KING JR BLVD	201
33-01-05-05-202-092	5200 S M L KING JR BLVD	201
33-01-05-05-202-111	5140 S M L KING JR BLVD	201
33-01-05-05-202-121	5134 S M L KING JR BLVD	201
33-01-05-05-202-132	5124 S M L KING JR BLVD	201
33-01-05-05-202-153	5118 S M L KING JR BLVD	201
33-01-05-05-226-003	5103 S M L KING JR BLVD	201
33-01-05-05-226-062	5133 S M L KING JR BLVD	201
33-01-05-05-226-090	5141 S M L KING JR BLVD	201
33-01-05-05-276-001	5303 S M L KING JR BLVD	201
33-01-05-05-277-221	5405 S M L KING JR BLVD	201
33-01-05-05-277-231	S M L KING JR BLVD	202
33-01-05-05-301-112	5856 S M L KING JR BLVD	201
33-01-05-05-302-063	5721 VALENCIA BLVD	201
33-01-05-05-302-078	5824 S M L KING JR BLVD	201
33-01-05-05-306-091	5950 S M L KING JR BLVD	201
33-01-05-05-306-141	5920 S M L KING JR BLVD	201
33-01-05-05-326-031	5641 HUGHES RD	201
33-01-05-05-326-041	5724 S M L KING JR BLVD	201
33-01-05-05-327-003	5505 S M L KING JR BLVD	705
33-01-05-05-327-062	5525 S M L KING JR BLVD	705
33-01-05-05-351-071	S M L KING JR BLVD	202
33-01-05-05-351-081	6040 S M L KING JR BLVD	201
33-01-05-05-351-095	6030 S M L KING JR BLVD	201
33-01-05-05-351-110	6026 S M L KING JR BLVD	201
33-01-05-05-352-002	5937 S M L KING JR BLVD	708

33-01-05-05-352-103	5903 S M L KING JR BLVD	708
33-01-05-05-353-012	6070 S M L KING JR BLVD	201
33-01-05-05-356-002	6081 S M L KING JR BLVD	201
33-01-05-05-356-162	6031 S M L KING JR BLVD	708
33-01-05-05-356-192	6071 S M L KING JR BLVD	201
33-01-05-05-376-173	5843 S M L KING JR BLVD	201
33-01-05-05-376-182	S M L KING JR BLVD	202
33-01-05-06-479-102	S M L KING JR BLVD	202
33-01-05-06-482-001	6099 S M L KING JR BLVD	201
33-01-05-07-201-016	W MILLER RD	201
33-01-05-07-201-052	W MILLER RD	202
33-01-05-07-225-012	6272 S M L KING JR BLVD	201
33-01-05-07-225-022	S M L KING JR BLVD	202
33-01-05-07-225-033	6140 PLEASANT GROVE RD	201
33-01-05-07-226-031	6137 PLEASANT GROVE RD	202
33-01-05-07-226-041	PLEASANT GROVE RD	202
33-01-05-07-226-052	S M L KING JR BLVD	202
33-01-05-07-226-061	6200 S M L KING JR BLVD	201
33-01-05-07-226-064	6200 S M L KING JR BLVD	202
33-01-05-07-227-072	S M L KING JR BLVD	202
33-01-05-07-229-004	6283 S M L KING JR BLVD	201
33-01-05-07-230-020	LABELLE RD	202

Appendix H:

S.MLK CIA District Map – Parcels included within South Martin Luther King Jr. Corridor



Appendix I:

Projections and Taxing Jurisdiction Impact Tables

City of Lansing -South Martin Luther King Jr Blvd Corridor Improvement Authority: Tax Increment Revenue Projections

Corridor Parcels Taxable Value = 31,239,107

2022

Updated 8/22/22

Local Capture Detail - Breakdown by Taxing Entity

Date	Baseline Value	Value with Inflation - 0.75% growth rate	Increment	City of Lansing 19.4400 Mills		Capital Area District Library 1.56000	City capture only
2022	31,239,107	31,239,107	0	0		0	0
2023	31,239,107	31,473,400	234,293	4,555		365	4,920
2024	31,239,107	31,709,451	470,344	9,143		734	9,877
2025	31,239,107	31,947,272	708,165	13,767		1,105	14,871
2026	31,239,107	32,186,876	947,769	18,425		1,479	19,903
2027	31,239,107	32,428,278	1,189,171	23,117		1,855	24,973
2028	31,239,107	32,671,490	1,432,383	27,846		2,235	30,080
2029	31,239,107	32,916,526	1,677,419	32,609		2,617	35,226
2030	31,239,107	33,163,400	1,924,293	37,408		3,002	40,410
2031	31,239,107	33,412,125	2,173,018	42,243		3,390	45,633
2032	31,239,107	33,662,716	2,423,609	47,115		3,781	50,896
2033	31,239,107	33,915,187	2,676,080	52,023		4,175	56,198
2034	31,239,107	34,169,551	2,930,444	56,968		4,571	61,539
2035	31,239,107	34,425,822	3,186,715	61,950		4,971	66,921
2036	31,239,107	34,684,016	3,444,909	66,969		5,374	72,343
2037	31,239,107	34,944,146	3,705,039	72,026		5,780	77,806
				566,164		**45,433**	**611,597**
						Discount rate	0.04
						NPV =	**411,248**

Local Capture Detail - Breakdown by Taxing Entity

All in: Non-School Tax Capture Millage	All IN Annual Non-School Tax Capture Available	City of Lansing 19.4400 Mills		City of Lansing Library 1.5528	Lansing Community College 3.7692 Mills	CATA 2.9895 Mills	Ingham County 11.9772 Mills	CCRA .699000 Mills	Ingham County 11.9772 Mills (80%/20% Rev. Sharing)	Ingham County 11.9772 Mills (90%/10% Rev. Sharing)	City of Lansing + County	Transit Oriented (City, LCC, CATA, CCRA, County)	
40.4277	0	0		0	0	0	0	0	0	0	0	0	
40.4277	9,472	4,555		364	883	700	2,806	164	2,245	2,526	7,361	9,474	
40.4277	19,015	9,143		730	1,773	1,406	5,633	329	4,507	5,070	14,777	19,018	
40.4277	28,629	13,767		1,100	2,669	2,117	8,482	495	6,785	7,634	22,249	28,635	
40.4277	38,316	18,425		1,472	3,572	2,833	11,352	662	9,081	10,216	29,776	38,323	
40.4277	48,075	23,117		1,847	4,482	3,555	14,243	831	11,394	12,819	37,360	48,084	
40.4277	57,908	27,846		2,224	5,399	4,282	17,156	1,001	13,725	15,440	45,001	57,918	
40.4277	67,814	32,609		2,605	6,323	5,015	20,091	1,173	16,073	18,082	52,700	67,826	
40.4277	77,795	37,408		2,988	7,253	5,753	23,048	1,345	18,438	20,743	60,456	77,809	
40.4277	87,850	42,243		3,374	8,191	6,496	26,027	1,519	20,821	23,424	68,270	87,866	
40.4277	97,981	47,115		3,763	9,135	7,245	29,028	1,694	23,222	26,125	76,143	97,998	
40.4277	108,188	52,023		4,155	10,087	8,000	32,052	1,871	25,642	28,847	84,075	108,207	
40.4277	118,471	56,968		4,550	11,045	8,761	35,099	2,048	28,079	31,589	92,066	118,492	
40.4277	128,832	61,950		4,948	12,011	9,527	38,168	2,228	30,534	34,351	100,118	128,855	
40.4277	139,270	66,969		5,349	12,985	10,299	41,260	2,408	33,008	37,134	108,229	139,295	
40.4277	149,786	72,026		5,753	13,965	11,076	44,376	2,590	35,501	39,938	116,402	149,813	
	1,177,402	**566,164**		**45,223**	**109,773**	**87,065**	**348,820**	**20,357**	**279,056**	**313,938**	**914,984**	**1,177,612**	
Discount rate	0.04												
NPV =	**791,706**												

S. Martin Luther King Jr. Blvd. CIA TIF Projections

Local Capture Detail - Breakdown by Taxing Entity

Date	Baseline Value	Value with Inflation - 1.00% growth rate	Increment	City of Lansing 19.4400 Mills		Capital Area District Library 1.5528	City capture only
2022	31,239,107	31,239,107	0	0		0	0
2023	31,239,107	31,551,498	312,391	6,073		487	6,560
2024	31,239,107	31,867,013	627,906	12,206		980	13,186
2025	31,239,107	32,185,683	946,576	18,401		1,477	19,878
2026	31,239,107	32,507,540	1,268,433	24,658		1,979	26,637
2027	31,239,107	32,832,615	1,593,508	30,978		2,486	33,464
2028	31,239,107	33,160,942	1,921,835	37,360		2,998	40,359
2029	31,239,107	33,492,551	2,253,444	43,807		3,515	47,322
2030	31,239,107	33,827,476	2,588,369	50,318		4,038	54,356
2031	31,239,107	34,165,751	2,926,644	56,894		4,566	61,460
2032	31,239,107	34,507,409	3,268,302	63,536		5,099	68,634
2033	31,239,107	34,852,483	3,613,376	70,244		5,637	75,881
2034	31,239,107	35,201,008	3,961,901	77,019		6,181	83,200
2035	31,239,107	35,553,018	4,313,911	83,862		6,730	90,592
2036	31,239,107	35,908,548	4,669,441	90,774		7,284	98,058
2037	31,239,107	36,267,633	5,028,526	97,755		7,845	105,599
				763,886		**61,300**	**825,186**
						Discount rate	0.04
						NPV =	**554,493**

Local Capture Detail - Breakdown by Taxing Entity

All in: Non-School Tax Capture Millage	All IN Annual Non-School Tax Capture Available	City of Lansing 19.4400 Mills		City of Lansing Library 1.5528	Lansing Community College 3.7692 Mills	CATA 2.9895 Mills	Ingham County 11.9772 Mills	CCRA .699000 Mills	Ingham County 11.9772 Mills (80%/20% Rev. Sharing)	Ingham County 11.9772 Mills (90%/10% Rev. Sharing)	City of Lansing + County		
40.4277	0	0		0	0	0	0	0	0	0	0		
40.4277	12,629	6,073		485	1,177	934	3,742	218	2,993	3,367	9,814		
40.4277	25,385	12,206		975	2,367	1,877	7,521	439	6,016	6,769	19,727		
40.4277	38,268	18,401		1,470	3,568	2,830	11,337	662	9,070	10,204	29,739		
40.4277	51,280	24,658		1,970	4,781	3,792	15,192	887	12,154	13,673	39,851		
40.4277	64,422	30,978		2,474	6,006	4,764	19,086	1,114	15,269	17,177	50,064		
40.4277	77,695	37,360		2,984	7,244	5,745	23,018	1,343	18,415	20,716	60,379		
40.4277	91,102	43,807		3,499	8,494	6,737	26,990	1,575	21,592	24,291	70,797		
40.4277	104,642	50,318		4,019	9,756	7,738	31,001	1,809	24,801	27,901	81,319		
40.4277	118,317	56,894		4,544	11,031	8,749	35,053	2,046	28,042	31,548	91,947		
40.4277	132,130	63,536		5,075	12,319	9,771	39,145	2,285	31,316	35,231	102,681		
40.4277	146,080	70,244		5,611	13,620	10,802	43,278	2,526	34,623	38,950	113,522		
40.4277	160,171	77,019		6,152	14,933	11,844	47,452	2,769	37,962	42,707	124,472		
40.4277	174,401	83,862		6,699	16,260	12,896	51,669	3,015	41,335	46,502	135,531		
40.4277	188,775	90,774		7,251	17,600	13,959	55,927	3,264	44,741	50,334	146,701		
40.4277	203,292	97,755		7,808	18,954	15,033	60,228	3,515	48,182	54,205	157,982		
	##########	**763,886**		**61,017**	**148,109**	**117,471**	**470,639**	**#######**	**376,511**	**423,575**	**1,234,525**		
Discount rate	0.04												
NPV =	**1,067,470**												

Local Capture Detail - Breakdown by Taxing Entity

Local Capture Detail - Breakdown by Taxing Entity

Date	Baseline Value	Value with Inflation - 1.50% growth rate	Increment	City of Lansing 19.4400 Mills	Capital Area District Library 1.56000	City capture only
2022	31,239,107	31,239,107	0	0	0	0
2023	31,239,107	31,707,694	468,587	9,109	731	9,840
2024	31,239,107	32,183,309	944,202	18,355	1,473	19,828
2025	31,239,107	32,666,059	1,426,952	27,740	2,226	29,966
2026	31,239,107	33,156,050	1,916,943	37,265	2,990	40,256
2027	31,239,107	33,653,390	2,414,283	46,934	3,766	50,700
2028	31,239,107	34,158,191	2,919,084	56,747	4,554	61,301
2029	31,239,107	34,670,564	3,431,457	66,708	5,353	72,061
2030	31,239,107	35,190,622	3,951,515	76,817	6,164	82,982
2031	31,239,107	35,718,482	4,479,375	87,079	6,988	94,067
2032	31,239,107	36,254,259	5,015,152	97,495	7,824	105,318
2033	31,239,107	36,798,073	5,558,966	108,066	8,672	116,738
2034	31,239,107	37,350,044	6,110,937	118,797	9,533	128,330
2035	31,239,107	37,910,295	6,671,188	129,688	10,407	140,095
2036	31,239,107	38,478,949	7,239,842	140,743	11,294	152,037
2037	31,239,107	39,056,133	7,817,026	151,963	12,195	164,158
				1,173,505	**94,170**	**1,267,676**
					Discount rate	0.04
					NPV =	**850,668**

All in: Non-School Tax Capture Millage	All IN Annual Non-School Tax Capture Available	City of Lansing 19.4400 Mills	City of Lansing Library 1.5528	Lansing Community College 3.7692 Mills	CATA 2.9895 Mills	Ingham County 11.9772 Mills	CCRA .699000 Mills	Ingham County 11.9772 Mills (80%/20% Rev. Sharing)	Ingham County 11.9772 Mills (90%/10% Rev. Sharing)	City of Lansing + County
40.4277	0	0	0	0	0	0	0	0	0	0
40.4277	18,944	9,109	728	1,766	1,401	5,612	328	4,490	5,051	14,722
40.4277	38,172	18,355	1,466	3,559	2,823	11,309	660	9,047	10,178	29,664
40.4277	57,688	27,740	2,216	5,378	4,266	17,091	997	13,673	15,382	44,831
40.4277	77,498	37,265	2,977	7,225	5,731	22,960	1,340	18,368	20,664	60,225
40.4277	97,604	46,934	3,749	9,100	7,217	28,916	1,688	23,133	26,025	75,850
40.4277	118,012	56,747	4,533	11,003	8,727	34,962	2,040	27,970	31,466	91,709
40.4277	138,726	66,708	5,328	12,934	10,258	41,099	2,399	32,879	36,989	107,807
40.4277	159,751	76,817	6,136	14,894	11,813	47,328	2,762	37,862	42,595	124,146
40.4277	181,091	87,079	6,956	16,884	13,391	53,650	3,131	42,920	48,285	140,729
40.4277	202,751	97,495	7,788	18,903	14,993	60,067	3,506	48,054	54,061	157,562
40.4277	224,736	108,066	8,632	20,953	16,619	66,581	3,886	53,265	59,923	174,647
40.4277	247,051	118,797	9,489	23,033	18,269	73,192	4,272	58,554	65,873	191,989
40.4277	269,701	129,688	10,359	25,145	19,944	79,902	4,663	63,922	71,912	209,590
40.4277	292,690	140,743	11,242	27,288	21,644	86,713	5,061	69,370	78,042	227,456
40.4277	316,024	151,963	12,138	29,464	23,369	93,626	5,464	74,901	84,263	245,589
	2,440,439	**1,173,505**	**93,736**	**227,530**	**180,463**	**723,010**	**42,195**	**578,408**	**650,709**	**1,896,515**
Discount rate	0.04									
NPV =	**1,637,645**									

Local Capture Detail - Breakdown by Taxing Entity

Date	Baseline Value	Value with Inflation - 2.25% growth rate	Increment	City of Lansing 19.4400 Mills	Capital Area District Library 1.56000	City capture only
2022	31,239,107	31,239,107	0	0	0	0
2023	31,239,107	31,941,987	702,880	13,664	1,096	14,760
2024	31,239,107	32,660,682	1,421,575	27,635	2,218	29,853
2025	31,239,107	33,395,547	2,156,440	41,921	3,364	45,285
2026	31,239,107	34,146,947	2,907,840	56,528	4,536	61,065
2027	31,239,107	34,915,253	3,676,146	71,464	5,735	77,199
2028	31,239,107	35,700,846	4,461,739	86,736	6,960	93,697
2029	31,239,107	36,504,115	5,265,008	102,352	8,213	110,565
2030	31,239,107	37,325,458	6,086,351	118,319	9,495	127,813
2031	31,239,107	38,165,281	6,926,174	134,645	10,805	145,450
2032	31,239,107	39,024,000	7,784,893	151,338	12,144	163,483
2033	31,239,107	39,902,039	8,662,932	168,407	13,514	181,922
2034	31,239,107	40,799,835	9,560,728	185,861	14,915	200,775
2035	31,239,107	41,717,832	10,478,725	203,706	16,347	220,053
2036	31,239,107	42,656,483	11,417,376	221,954	17,811	239,765
2037	31,239,107	43,616,254	12,377,147	240,612	19,308	259,920
				1,825,143	**146,462**	**1,971,605**
					Discount rate	0.04
					NPV =	**1,320,316**

Local Capture Detail - Breakdown by Taxing Entity

All in: Non-School Tax Capture Millage	All IN Annual Non-School Tax Capture Available	City of Lansing 19.4400 Mills	City of Lansing Library 1.5528	Lansing Community College 3.7692 Mills	CATA 2.9895 Mills	Ingham County 11.9772 Mills	CCRA .699000 Mills	Ingham County 11.9772 Mills (80%/20% Rev. Sharing)	Ingham County 11.9772 Mills (90%/10% Rev. Sharing)	City of Lansing + County
40.4277	0	0	0	0	0	0	0	0	0	0
40.4277	28,416	13,664	1,091	2,649	2,101	8,419	491	6,735	7,577	22,083
40.4277	57,471	27,635	2,207	5,358	4,250	17,026	994	13,621	15,324	44,662
40.4277	87,180	41,921	3,349	8,128	6,447	25,828	1,507	20,662	23,245	67,749
40.4277	117,557	56,528	4,515	10,960	8,693	34,828	2,033	27,862	31,345	91,356
40.4277	148,618	71,464	5,708	13,856	10,990	44,030	2,570	35,224	39,627	115,494
40.4277	180,378	86,736	6,928	16,817	13,338	53,439	3,119	42,751	48,095	140,175
40.4277	212,852	102,352	8,176	19,845	15,740	63,060	3,680	50,448	56,754	165,412
40.4277	246,057	118,319	9,451	22,941	18,195	72,897	4,254	58,318	65,608	191,216
40.4277	280,009	134,645	10,755	26,106	20,706	82,956	4,841	66,365	74,661	217,601
40.4277	314,725	151,338	12,088	29,343	23,273	93,241	5,442	74,593	83,917	244,580
40.4277	350,222	168,407	13,452	32,652	25,898	103,758	6,055	83,006	93,382	272,165
40.4277	386,518	185,861	14,846	36,036	28,582	114,511	6,683	91,609	103,060	300,371
40.4277	423,631	203,706	16,271	39,496	31,326	125,506	7,325	100,405	112,955	329,212
40.4277	461,578	221,954	17,729	43,034	34,132	136,748	7,981	109,399	123,073	358,702
40.4277	500,380	240,612	19,219	46,652	37,001	148,244	8,652	118,595	133,419	388,855
	3,795,593	**1,825,143**	**145,786**	**353,875**	**280,672**	**1,124,491**	**65,626**	**899,593**	**1,012,042**	**2,949,634**
Discount rate	0.04									
NPV =	**2,541,778**									

All-in Non-School Tax Capture Millage

Taxing Authority	*Millage Rate*
Lansing Oper	19.4400
Ingham Cnty Sum	6.7807
Ingham County	5.1965
LCC	3.7692
CATA	2.9895
CADL	1.5528

Not included in TIF Capture

Taxing Authority	*Millage Rate*	
Lansing Debt	0.2600	2019 Winter
Lansing School Debt	4.1000	10.4378
Lansing School Oper	17.4478	
Lansing School Sink	2.9575	2019 Summer
Ingham Intermediate	4.9378	65.6930

Airport Auth/CRAA	0.6990	State Education	6.0000	
		CADL		**2019 Total**
	40.4277		35.7031	**76.1308**
				County Total
				11.9772

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

A RESOLUTION TO APPROVE THE DEVELOPMENT AND TAX INCREMENT FINANCE PLAN OF THE SOUTH MARTIN LUTHER KING JR. BOULEVARD CORRIDOR IMPROVEMENT AUTHORITY OF THE CITY OF LANSING

WHEREAS, the City Council of the City of Lansing, MI, by Resolution 2019-334, passed on December 16, 2019, authorized the creation of the South Martin Luther King Jr. Boulevard Corridor Improvement Authority (the "Authority") by the provisions of the State of Michigan's Corridor Improvement Authority Act, previously Act 280 of 2005 (MCL 125.2871, et seq.), recently reorganized as Part 6 of Act 57 of 2018 (125.4602, et seq.), as amended (the "Act"); and

WHEREAS, the Board of Directors of the Authority met and approved a joint Development and Tax Increment Finance Plan (together, the "Plan") on September 22nd, 2022 at a duly noticed public hearing of the Authority; and

WHEREAs, the Board of Directors for the Authority have transmitted the Plan to the City Council of the City of Lansing for review and approval after public hearing; and

WHEREAS, the City Council of the City of Lansing held a public hearing and received comments from members of the public, and each taxing jurisdiction levying taxes that would be subject to capture if the tax increment financing plan is approved, on all aspects of the Plan, on November 14th, 2022 and December 5, 2022, and in compliance with Sections 622 & 618 of the Act; and

WHEREAS, after public comment the Plan was reviewed by the Committee on Development and Planning, and further by City Council as a whole, with particular attention to the following considerations:

a) whether the plan meets the requirements under section 620(2) of the Act;
b) whether the proposed method of financing the development is feasible and the authority has the ability to arrange the financing;
c) whether the development is reasonable and necessary to carry out the purposes of the Act;
d) whether the land included within the development area to be acquired is reasonably necessary to carry out the purposes of the plan and of this part in an efficient and economically satisfactory manner;
e) whether the development plan is in reasonable accord with the land use plan of the municipality;
f) whether public services, such as fire and police protection and utilities, are or will be adequate to service the project area;
g) whether changes in zoning, streets, street levels, intersections, and utilities are reasonably necessary for the project and for the municipality; and

h) whether the Plan is consistent with and supports the Qualified Development Area containing Transit-Oriented Development.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lansing determines that the Plan, containing both a Development Plan and Tax Increment Finance Plan, constitutes a public purpose.
BE IT FURTHER RESOLVED that the City Council of the City of Lansing finds that:

a) the plan meets the requirements under Section 620(2) of the Act;
b) the proposed method of financing the development is feasible and the authority has the ability to arrange the financing;
c) the development is reasonable and necessary to carry out the purposes of the Act;
d) no land included within the development area is required to be acquired to fulfill the Plan, but any ancillary acquisition that may become necessary is reasonably necessary to carry out the purposes of the Plan and of the Act in an efficient and economically satisfactory manner;
e) the Plan is in reasonable accord with the land use plan of the City of Lansing;
f) public services, such as fire and police protection and utilities, are or will be adequate to service the project area;
g) any changes in zoning, streets, street levels, intersections, and utilities are reasonably necessary for the project and for the City of Lansing; and
h) the Plan is consistent with and supports the Qualified Development Area containing Transit-Oriented Development.

BE IT FINALLY RESOLVED that the City Council of the City of Lansing approves the Plan without modification.

September 14, 2022

ORDINANCE NO. ____________

An Ordinance of the City of Lansing, Michigan to amend the Lansing Codified Ordinances by Adding Chapter 291, Sections 291.01-291.04, to establish a conflict of interest policy and regulations for U.S. Department of Housing and Urban Development (HUD) Programs and Funding; including, but not limited to, Continuum of Care (24 CFR 578.95); Emergency Services Grants (24 CFR 576.404); and CDBG (24 CFR 570.611, 24 CFR 578.95, 24 CFR 576.404); and to provide penalties for any violations of the provisions of this ordinance.

The City of Lansing Ordains:

Section 1. That the Code of Ordinances of Lansing, MI be and is hereby amended by adding Chapter 291, Sections 291.01-291.04 and shall read as follows:

291.01 – Establishment

This Ordinance adopts a Conflict of Interest Policy, including regulations, for U.S. Housing and Urban Development (HUD) programs administered by the City of Lansing (City).The purpose of this policy is to adopt the process and regulations by which the City of Lansing ("City") administers the use of HUD funds for the administration, including financial administration, of any program established and funded by HUD, including, but not limited to, Continuum of Care, (24 CFR 578.95); Emergency Services Grants, (24CFR576.404); Community Development Block Grant (24 CFR 570.611);, and the HOME Investment Partnership Program, (24 CFR 92.356) and of 2 CFR 200.318 to prevent any real or perceived conflict of interest with regard to the use of these funds. A conflict of interest exists where there is an actual or perceived potential gain or bias by an

employee of the City. An apparent conflict of interest arises when a City employee is involved in a particular matter and the circumstances are such that a reasonable person with knowledge of the relevant facts would question the impartiality of the employee in the matter. Family member, for purposes of this policy, is defined as any person related by blood or adoption as detailed in the City Personnel Policy.

In addition, the federal procurement standards found at 2 CFR 200.318 are incorporated by reference into this policy as regulations.

(a) Conflict of Interest Application. Conflict of interest provisions are applicable to any person or entity including any benefitting business, utility provider, or other third-party entity that is receiving assistance, directly or indirectly, under a contract or award from the City pursuant to a HUD-funded activity or program, or that is required to complete some or all work under the contract that might potentially receive benefits from Lansing from the HUD-funded activity or contract.

(b) Conflicts Prohibited. Except for the use of HUD funds to pay salaries and other related administrative or personnel costs as allowable, the general rule is that no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to HUD supported activities, or who are in a position to participate in a decision making process or to gain inside and/or confidential information with regard to such activities, may obtain a financial interest or benefit from a HUD assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a HUD assisted activity, or with respect to the proceeds of the HUD assisted activity, either for themselves or those

with who they have family or business ties and/or associations, during their tenure or for one year thereafter.

(c) Persons Covered. The conflict-of-interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or subrecipients which are receiving HUD funds. This Ordinance shall also apply to: City employees and/or their family members; to City oversight boards; subrecipients of grants and funding; and organizations that request assistance in the form of grants, payments, or loans funded by HUD and administered by the City; or other activities funded by HUD and administered through City programs.

291.02. Scope and application of this policy.

As per 24CFR 570.611 (CDBG) this Ordinance shall apply in the procurement of supplies, equipment, construction, and services by the City and its subrecipients, subgrantees and subawardees. As per 24 CFR 92.356 (HOME) this Ordinance shall apply in the procurement of property and services by the City (the Participating Jurisdiction), its subrecipients and developers. This Ordinance also applies to the procurement of goods and services under Emergency Service Grants (24CFR576.404).

In the administration and potential award of HUD funds for employees and for subrecipients, the following conflict of interest provisions shall apply:

No employee, officer, agent, consultant, or elected/appointed official of the recipient City, or of any designated public agencies, or of subrecipients that are receiving funds under any of the HUD-funded grant programs cited in this Ordinance may participate in the

selection, award, or administration of a contract or grant supported by a Federal HUD award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract or grant. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontractors or parties to subcontracts in connection with any of the programs cited in this Ordinance.

Exceptions to any of the provisions of this Ordinance can only be permitted by HUD.

291.03. Process.

Disclosure of a potential conflict of interest must be made by a City Employee, Oversight Board Member, or potential subrecipient of HUD funding before the commencement of the administration, or application for, any HUD funding whatsoever by such persons or entities or before an employee gains any financial interest in any project or contract to be assisted with HUD funds. Disclosure shall be made on the Statement of Financial Interest and Personal Interest Form described in Chapter 290.08 and shall apply to those persons covered by Chapter 291.01(c). The Statement of Financial Interest and Person Interest form shall be filed with the City Clerk who shall transmit to the City Finance Director and the City Attorney. In addition, The Finance Department and the Human Resources Department shall review each potential award, grant or contract utilizing HUD funds of any nature, including a review of: any filed Statement of Personal

Interest and Financial Interest Forms; Verification of legal status, including Articles, Bylaws, Annual Reports; Business Filings; and Officer/Director filings with regulatory agencies for potential conflicts of interest. A current Board roster signed by the Board Chair shall accompany all non-profit submissions and shall be compared with current public documents on file with the applicable regulatory agency.

291.04. Penalties.

A violation of any provision of this Ordinance shall constitute a misdemeanor and subject the offender to a $500 fine and/or 90 days imprisonment.

Section 2. All ordinances, resolutions or rules, parts of ordinances, resolutions or rules inconsistent with the provisions herein are repealed.

Section 3. Should any section, clause or phrase of this ordinance be declared to be invalid, the same shall not affect the validity of the ordinance as a whole, or any part thereof other than the part so declared to be invalid.

Section 4. This ordinance shall take effect on the 30th day after enactment, unless given immediate effect by City Council and shall expire December 31, 2031.

Approved as to form:

____
City Attorney

Dated: ______________________________

Resolution #2022-###

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

A RESOLUTION ENACTED UNDER THE PROVISIONS OF ACT 94, PUBLIC ACTS OF MICHIGAN, 1933, AS AMENDED, AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF SEWAGE DISPOSAL SYSTEM REVENUE BONDS FOR THE PURPOSES OF PAYING FOR IMPROVEMENTS TO THE SYSTEM, AND PAYING COSTS RELATING THERETO; AUTHORIZING DETERMINATION OF STANDING AND PRIORITY OF LIEN WITH RESPECT TO OUTSTANDING SEWAGE DISPOSAL SYSTEM REVENUE BONDS OF THE CITY ISSUED UNDER CITY ORDINANCE NO. 29-A, AS AMENDED AND SUPPLEMENTED; PROVIDING FOR RETIREMENT AND SECURITY OF THE BONDS HEREIN AUTHORIZED; ACCEPTING ONE OR MORE GRANTS AND AUTHORIZING SUCH AGREEMENTS AND ACTIONS RELATED TO SUCH ACCEPTANCE; AND PROVIDING FOR OTHER MATTERS RELATIVE THERETO.

WHEREAS, the City of Lansing, Counties of Ingham and Eaton, State of Michigan (the ***"City"***) by Ordinance No. 29-A, as amended and supplemented by Ordinance Nos. 31-A, 32-A, 33-A, 35-A, 838, 873, 993, 0544, 2010-423 and 2012-269, and by Resolution No. 2021-264 (collectively, the ***"Outstanding Bond Ordinances"***) has provided for the issuance by the City of Sewage Disposal System Revenue Bonds; and

WHEREAS, the State of Michigan Department of Environment, Great Lakes, and Energy (***"EGLE"***), through its Administrative Consent Order #ACO-05153 (the ***"Consent Order"***) dated December 12, 2019, ordered the City to abate raw sewage overflows from its sewerage collection system; and

WHEREAS, EGLE and the City have agreed to implement the City's Wet Weather Control Plan, as amended (the ***"Wet Weather Control Plan"***), in compliance with the Consent Order;

WHEREAS, it is now deemed necessary by the City Council of the City (the ***"Council"***) to equip, improve, rehabilitate, acquire, construct and install certain improvements to the City's Sewage Disposal System (the ***"System"***), including but not limited to sanitary sewer overflow remediation, together with any appurtenances and attachments thereto and any related site acquisitions or improvements (the ***"2023 SRF Improvements"***) in compliance with the plans approved under the Consent Order and according to the Wet Weather Control Plan; and

WHEREAS, Act 94, Public Acts of Michigan, 1933, as amended (***"Act 94"***), authorizes the Council to issue bonds under Act 94 without submitting the proposition to the voters of the City for approval and without publishing a notice of intent when the bonds are issued to comply with an order or permit requirement of a state or federal agency of competent jurisdiction to prevent or limit pollution of the environment; and

WHEREAS, the City intends to finance construction and acquisition of the 2023 SRF Improvements through issuance of sewage disposal system revenue bonds (the ***"2023 SRF Bonds"***), and to sell the 2023 SRF Bonds to the Michigan Finance Authority (the ***"Authority***"); and

WHEREAS, Section 19 of Ordinance No. 29-A authorizes the issuance of revenue bonds of equal standing and priority of lien with the Outstanding Senior Lien Bonds authorized by the Outstanding Bond Ordinances as follows:

> (a) For subsequent repairs, extensions, enlargements and improvements to the System or for the purpose of refunding part of any Bonds then outstanding and paying costs of issuing such Additional Bonds including deposits which may be required to be made to the Bond Reserve Account. Bonds for such purposes shall not be issued pursuant to this subparagraph (a) unless the average actual or augmented Net Revenues of the System for the then last two (2) preceding twelve month operating years or the actual or augmented Net Revenues for the last preceding twelve month operating year, if the same shall be lower than the average, shall be equal to at least one hundred thirty (130%) percent of the maximum amount of principal and interest thereafter maturing in any operating year on the then outstanding Bonds and on the Additional Bonds then being issued. If the Additional Bonds are to be issued in whole or in part for refunding outstanding Bonds the maximum annual principal and interest requirements shall be determined by deducting from the principal and interest requirements for each operating year the annual principal and interest requirements of any Bonds to be refunded from the proceeds of the Additional Bonds. For purposes of this subparagraph (a) the City may elect to use as the last preceding operating year any operating year ending not more than sixteen months from the date of delivery of the Additional Bonds and as the next to the last preceding operating year, any operating year ending not more than twenty-eight months from the date of delivery of the Additional Bonds. If the System rates, fees or charges shall be increased at or prior to the time of authorizing the Additional Bonds, the Net Revenues for each of the two preceding operating years shall be augmented by an amount reflecting the effect of the increase had the System's billings during such operating years been at the increased rates. In addition, the actual Net Revenues for each of the two preceding operating years may be augmented by the estimated increase in Net Revenues to accrue as a result of the acquisition of the repairs, extensions, enlargements and improvements to said System to be paid for in whole or in part from the proceeds of the Additional Bonds to be issued. In addition, the actual Net Revenues may be augmented by an amount equal to the investment income representing interest on investments estimated to be received each operating year from the addition to the Bond

> Reserve Account to be funded from the proceeds of the Additional Bonds being issued. Determination by the Council as to existence of conditions permitting the issuance of Additional Bonds shall be conclusive. No Additional Bonds of equal standing as to the Net Revenues of the System shall be issued pursuant to the authorization contained in this subparagraph if the City shall then be in default in making its required payments to the Operation and Maintenance Fund or the Redemption Fund;

WHEREAS, the City has met or will meet all the conditions and requirements of Section 19 of Ordinance No. 29-A for the issuance of the proposed 2023 SRF Bonds as bonds of equal standing and priority of lien with the Outstanding Senior Lien Bonds issued pursuant to the Outstanding Bond Ordinances, or such 2023 SRF Bonds will be issued on a subordinate, junior lien basis to the Outstanding Senior Lien Bonds and on equal standing and priority of lien with the Outstanding Junior Lien Bonds; and

WHEREAS, all things necessary to the authorization and issuance of the 2023 SRF Bonds under the Constitution and laws of the State of Michigan, particularly Act 94, the Charter and ordinances of the City, and the Outstanding Bond Ordinances, have been done or will be done, and the Council is now empowered and desires to authorize the issuance and sale of the 2023 SRF Bonds; and

WHEREAS, the City has been awarded one or more grants from the Michigan Department of Environment, Great Lakes, and Energy ("***EGLE***") pursuant to the American Rescue Plan legislation, and appropriated pursuant to Michigan Public Act 53 of 2022, pursuant to America's Water Infrastructure Act of 2018, which amended section 221 of the Clean Water Act to reauthorize Sewer Overflow and Stormwater Reuse Municipal Grants administered by EGLE's Water Resources Division, or pursuant to such other legislation or appropriations for the benefit of the 2023 SRF Improvements (collectively, the "***Grant***") in an aggregate amount of approximately Seventeen Million Dollars ($17,000,000), or approximately fifty-two percent (52%) of the amount of the 2023 SRF Improvements eligible for financing through the State Revolving Fund program; and

WHEREAS, pursuant to this Resolution, the City, by and through the Council, wishes to accept and appropriate the Grant to support the financing of the 2023 SRF Improvements; and

WHEREAS, the Council wishes to authorize the Authorized Officers (as defined herein) to finalize the terms of the issuance and sale of the 2023 SRF Bonds and to take any actions necessary to receive the Grant, without further resolution of the Council.

NOW, THEREFORE, THE CITY OF LANSING RESOLVES:

Section 1. <u>Definitions.</u> All terms not defined herein shall have the meanings set forth in the Outstanding Bond Ordinances and whenever used in this Resolution, except when otherwise indicated by the context, the following terms shall have the following meanings:

(a) "2023 SRF Construction Fund" means the 2023 SRF Construction Fund established pursuant to Section 10 of this Resolution for the deposit of the proceeds of the 2023 SRF Bonds for the purpose of constructing and acquiring the 2023 SRF Improvements.

(b) "2023 SRF Improvements" means the following improvements to the System: equipping, improving, rehabilitating, acquiring, constructing and installing certain improvements to the City's Sewage Disposal System, including but not limited to sanitary sewer overflow remediation, together with any appurtenances and attachments thereto and any related site acquisitions or improvements as required under the Consent Order and evidenced in the Wet Weather Control Plan.

(c) "2023 SRF Bonds" means the Sewage Disposal System SRF Revenue Bonds, Series 2023 authorized by Section 5 of this Resolution for the purpose of paying for the 2023 SRF Improvements and paying the costs of issuing the 2023 SRF Bonds.

(d) "Authority" means the Michigan Finance Authority.

(e) "Authorized Officer" means any one of the following officials of the City: the Mayor, the Deputy Mayor, the Finance Director, the Chief Strategy Officer or the Interim Finance Director.

(f) "Bond Reserve Requirement" means the lesser of (1) maximum annual debt service due on the Outstanding Senior Lien Bonds (including the 2023 SRF Bonds, if applicable), (2) 125% of the average annual debt service on Outstanding Senior Lien Bonds, or (3) 10% of the original aggregate face amount of each series of bonds currently outstanding, reduced by the net original issue discount, if any.

(g) "Junior Lien Bonds" means any bonds issued on a subordinate basis to any of the City's Outstanding Senior Lien Bonds and on a parity basis with the City's Outstanding Junior Lien Bonds.

(h) "Outstanding Junior Lien Bonds" means the City's Sewage Disposal System Revenue Bonds (SRF Project #5005-24) (Junior Lien), Series 2022.

(i) "Outstanding Senior Lien Bonds" means any bonds currently outstanding under the Outstanding Bond Ordinances, which have not been paid or defeased, payable on a priority basis over the City's Outstanding Junior Lien Bonds or any additional Junior Lien Bonds.

(j) "Outstanding Bond Ordinances" means Ordinance No. 29-A, as amended and supplemented by Ordinance Nos. 30-A, 31-A, 32-A, 33-A, 35-A, 838, 873, 993, 0544, 2010-423 and 2012-269 and by Resolution No. 2021-264.

(k) "Senior Lien Bonds" means any bonds issued pursuant to Section 19 of Ordinance 29-A and on a parity basis with the City's Outstanding Senior Lien Bonds.

(l) "SRF Program" means the State of Michigan Revolving Fund Program.

Section 2. <u>Conditions Permitting Issuance of Additional Bonds</u>. Pursuant to Section 19 of Ordinance 29-A, if the 2023 SRF Bonds will be of equal standing and priority of lien to the Outstanding Senior Lien Bonds, the Council hereby determines that the 2023 SRF Bonds will be issued within the following parameters:

(a) the average actual or augmented Net Revenues of the System for two consecutive preceding twelve-month operating years ending not more than twenty-eight months from the date of delivery of the 2023 SRF Bonds are equal to at least 130% of the maximum amount of principal and interest thereafter maturing in any operating year on the then Outstanding Senior Lien Bonds and the 2023 SRF Bonds, as required by Section 19(a) of Ordinance No. 29-A; and

(b) the City is not in default in making its required payments to the Operation and Maintenance Fund or the Redemption Fund established by Ordinance No. 29-A.

As applicable, an Authorized Officer shall determine that the conditions of the Outstanding Bond Ordinances including Section 19 of Ordinance 29-A for the issuance of the 2023 SRF Bonds as Senior Lien Bonds have been met.

If the 2023 SRF Bonds will be issued as Junior Lien Bonds, the 2023 SRF Bonds will otherwise be issued pursuant to the requirements of State of Michigan law, the Outstanding Ordinances and specifically the projected annual Net Revenues of the System after payment of the Outstanding Senior Lien Bonds will be at least 1.0x the annual principal and interest due on the 2023 SRF Bonds and any other Outstanding Junior Lien Bonds.

An Authorized Officer is authorized to direct the creation of such accounts and subaccounts within the Funds created by Ordinance 29-A, including but not limited to for the purposes of setting aside Revenues each month as described in Section 13 of Ordinance 29-A for the purpose of paying principal and interest on the 2023 SRF Bonds issued as Junior Lien Bonds, after Revenues have been allocated as required for the Outstanding Senior Lien Bonds.

Section 3. <u>Necessity of 2023 SRF Improvements.</u> It is hereby determined to be necessary for the public health and welfare of the City to proceed to acquire and construct the 2023 SRF Improvements in accordance with approved plans and specifications.

Section 4. <u>Cost and Useful Life of 2023 SRF Improvements.</u> The cost of the improvements to support the City's Wet Weather Control Plan (including the 2023 SRF Improvements) is estimated not to exceed Sixty-One Million Dollars ($61,000,000) including the payment of incidental expenses as specified in Section 5 of this Resolution, which estimate of cost is hereby approved and confirmed, and the period of usefulness of the 2023 SRF Improvements is estimated to be not less than thirty (30) years.

Section 5. <u>Payment of Costs of 2023 SRF Improvements and Authorization of 2023 SRF Bonds.</u> It is hereby determined that the City shall borrow the sum of not-to-exceed Twenty-Six Million Dollars ($26,000,000), with such maximum amount being reduced by an amount commensurate with the amount of the Grant ultimately realized by the City, and as finally determined by an Authorized Officer upon the sale of thereof, and the 2023 SRF Bonds shall be issued pursuant to the provisions of Act 94 to pay the cost of acquiring and constructing the 2023 SRF Improvements, including the payment of engineering, legal, financial, bond insurance, underwriter's discount and other expenses incident thereto and incident to the issuance and sale of the 2023 SRF Bonds. The balance of the cost of the 2023 SRF Improvements, if any, will be paid from other funds of the City legally available therefor.

The 2023 SRF Bonds shall be designated as the SEWAGE DISPOSAL SYSTEM [JUNIOR LIEN] REVENUE BONDS (SRF PROJECT #5005-25), SERIES 2023, with such modifications as may be approved by an Authorized Officer, and, unless required by the Authority and as authorized by Act 94, shall not be a general obligation of the City, but be revenue bonds, payable solely out of the Net Revenues of the System. The 2023 SRF Bonds may constitute an Additional Bond as defined in the Outstanding Bond Ordinances, having equal standing and priority of lien as to the Net Revenues of the System with the Outstanding Senior Lien Bonds, or the 2023 SRF Bonds may be issued as Junior Lien Bonds, as determined by an Authorized Officer.

Section 6. <u>Year of Sale.</u> If the 2023 SRF Bonds, or any series thereof, are not sold or delivered in calendar year 2023, then references to the name of the bonds, funds and accounts approved by this Resolution may be changed to reflect the year in which such bonds will be sold or delivered.

Section 7. <u>2023 SRF Bond Details.</u> The 2023 SRF Bonds shall be issued in the form of one or more fully-registered, nonconvertible bonds, dated as of the date of delivery, payable in annual principal installments in the amounts and on the dates as determined by the order of the EGLE and approved by the Authority and the Authorized Officer, provided that the final payment on the 2023 SRF Bonds shall occur within the period of usefulness of the 2023 SRF Improvements as set forth in Section 4 of this Resolution. Final determination of the principal amount and the payment dates and amounts of principal installments of the 2023 SRF Bonds shall be evidenced by execution of a Purchase Contract (the ***"Purchase Contract"***) between the City and the Authority providing for sale of the 2023 SRF Bonds, and the Authorized Officer is authorized and directed to execute and deliver the Purchase Contract.

The 2023 SRF Bonds shall bear interest at a rate or rates to be determined by the Authorized Officer at the time of execution of the Purchase Contract, but in any event not exceeding the maximum amount permitted by law, payable semiannually on the dates as determined in the Purchase Contract. In addition, if required by the Authority, the 2023 SRF Bonds will bear additional interest, under the terms required by the Authority, in the event of a default by the City in the payment of principal or interest on the 2023 SRF Bonds when due. The 2023 SRF Bonds principal amount is expected to be drawn down by the City periodically, and interest on each installment of the principal amount shall accrue from the date such principal installment is drawn down by the City. Principal installments of the 2023 SRF Bonds will be subject to prepayment prior to maturity as permitted by the Authority and approved by the Authorized Officer.

The Mayor and City Clerk are authorized to execute the 2023 SRF Bonds by manual or facsimile signature. If required, at least one signature on the 2023 SRF Bonds shall be a manual signature. The 2023 SRF Bonds shall have the facsimile corporate seal of the City printed or impressed thereon. The 2023 SRF Bonds may be transferred by the bondholder as provided in the 2023 SRF Bonds as executed.

Section 8. <u>State Revenue Sharing Pledge.</u> If required by the Authority, as additional security for repayment of the 2023 SRF Bonds, the Council agrees to pledge the state revenue sharing payments that the City is eligible to receive from the State of Michigan under Act 140, Public Acts of Michigan, 1971, as amended, to the Authority as purchaser and holder of the 2023 SRF Bonds. The Authorized Officer is authorized to execute and deliver a revenue sharing pledge agreement between the City and the Authority.

Section 9. Applicability of the Outstanding Bond Ordinances. Except to the extent supplemented or otherwise provided in this Resolution (such as if the 2023 SRF Bonds are issued on a subordinate basis to the Outstanding Bonds), the provisions and covenants provided in the Outstanding Bond Ordinances shall apply to the 2023 SRF Bonds issued pursuant to provisions of this Resolution, such provisions of said Ordinances being made applicable to the 2023 SRF Bonds herein authorized, the same as though said 2023 SRF Bonds were originally authorized and issued as a part of the Outstanding Bonds issued pursuant to the Outstanding Bond Ordinances.

Section 10. 2023 SRF Bond Proceeds. The proceeds of the sale of the 2023 SRF Bonds as received by the City shall be deposited in an account separate from other money of the City and held in a bank or banks qualified to act as depository of the proceeds of sale under the provisions of Section 15 of Act 94 designated "2023 SRF Project Construction Fund" (the "***2023 SRF Construction Fund***"). Moneys in the 2023 SRF Construction Fund shall be applied solely in payment of the cost of the 2023 SRF Improvements including any engineering, legal and other expenses incident thereto and to the costs of issuance of the 2023 SRF Bonds. Any balance remaining in the 2023 SRF Construction Fund after completion of the 2023 SRF Improvements may be used for any other improvements to the System if such use is permitted by state law and will not cause the interest on the 2023 SRF Bonds to be included in gross income for federal income tax purposes within the meaning of the Internal Revenue Code. Any remaining balance shall be paid into the Redemption Fund and used as permitted by state law.

Section 11. Bond Reserve Requirement. The City hereby covenants and agrees with the holders of the Bonds that, if an Authorized Officer determines that the 2023 SRF Bonds shall have equal standing and priority of lien with the Outstanding Bonds, the City shall maintain on deposit in the Bond Reserve Account an amount not less than the Bond Reserve Requirement. If at any time there is any excess in the Bond Reserve Account over the Bond Reserve Requirement, such excess may be transferred to such fund or account as the City shall direct.

Section 12. Bond Form. The 2023 SRF Bonds shall be in substantially the following form subject to changes, including references to additional security, as may be required by the Authority:

[Form of Bond To Be Completed After Bond Sale]
United States of America
State of Michigan
Counties of Ingham and Eaton

CITY OF LANSING
SEWAGE DISPOSAL SYSTEM
[JUNIOR LIEN] REVENUE BOND (SRF PROJECT #5005-25), SERIES 2023

Interest Rate	Date of Maturity
___%	**[Month 1, 20__]**

Registered Owner: Michigan Finance Authority

Principal Amount: ___________ Dollars ($__________)

Date of Original Issue: __________, 2023

The CITY OF LANSING, Counties of Ingham and Eaton, State of Michigan (the "City"), for value received, acknowledges itself to owe, and for value received hereby promises to pay, but only out of the hereinafter described Net Revenues of the City's Sewage Disposal System (hereinafter defined), to the Michigan Finance Authority (the "Authority") the principal amount of this Bond or so much thereof as shall have been advanced to the City pursuant to a Purchase Contract between the City and the Authority and a Supplemental Agreement by and among the City, the Authority and the State of Michigan acting through the Department of Environment, Great Lakes, and Energy. During the time funds are being drawn down by the City under this Bond, the Authority will periodically provide the City a statement showing the amount of principal that has been advanced and the date of each advance, which statement shall constitute prima facie evidence of the reported information; provided that no failure on the part of the Authority to provide such a statement or to reflect a disbursement or the correct amount of a disbursement shall relieve the City of its obligation to repay the outstanding principal amount actually advanced, all accrued interest thereon, and any other amount payable with respect thereto in accordance with the terms of this Bond.

The Principal Amount shall be payable on the dates and in the annual principal installment amounts set forth on Schedule I attached hereto and made a part hereof, as Schedule I may be adjusted if less than $[amount] is disbursed to the City. Interest is first payable on [April 1, 202_/October 1, 202_], and semiannually thereafter, and principal is payable on the first day of [April/October] commencing [April 1, 202_/October 1, 202_] (as identified in the Purchase Contract) and annually thereafter.

The Bond is subject to prepayment by the City prior to maturity only with the prior written consent of the Authority and on such terms as may be required by the Authority.

Notwithstanding any other provision of this Bond, as long as the Authority is the owner of this Bond, (a) this Bond is payable as to principal, premium, if any, and interest at U.S. Bank Trust Company, National Association or at such other place as shall be designated in writing to the City by the Authority (the "Authority's Depository"); (b) the City agrees that it will deposit with the Authority's Depository payments of the principal of, premium, if any, and interest on this Bond in immediately available funds by 12:00 noon at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise; in the event that the Authority's Depository has not received the City's deposit by 12:00 noon on the scheduled day, the City shall immediately pay to the Authority as invoiced by the Authority an amount to recover the Authority's administrative costs and lost investment earnings attributable to that late payment; and (c) written notice of any redemption of this bond shall be given by the City and received by the Authority's Depository at least 40 days prior to the date on which such redemption is to be made.

Additional Interest

In the event of a default in the payment of principal or interest hereon when due, whether at maturity, by redemption or otherwise, the amount of such default shall bear interest (the "additional interest") at a rate equal to the rate of interest which is two percent (2%) above the Authority's cost of providing funds (as determined by the Authority) to make payment on the bonds of the Authority issued to provide funds to purchase this Bond but in no event in excess of the maximum rate of interest permitted by law. The additional interest shall continue to accrue until the Authority has been fully reimbursed for all costs incurred by the Authority (as determined by the Authority) as a consequence of the City's default. Such additional interest shall be payable on the interest payment date following demand of the Authority. In the event that (for reasons other than the default in the payment of any municipal obligation purchased by the Authority) the investment of amounts in the reserve account established by the Authority for the bonds of the Authority issued to provide funds to purchase this Bond fails to provide sufficient available funds (together with any other funds which may be made available for such purpose) to pay the interest on outstanding bonds of the Authority issued to fund such account, the City shall and hereby agrees to pay on demand only the City's pro rata share (as determined by the Authority) of such deficiency as additional interest on this Bond.

For prompt payment of principal and interest on this Bond, the City has irrevocably pledged the revenues of its Sewage Disposal System, including all appurtenances, extensions and improvements thereto (the "System"), after provision has been made for reasonable and necessary expenses of operation, maintenance and administration (the "Net Revenues"), and a statutory lien thereon is hereby recognized and created. [This Bond is of [equal][junior] standing and priority of lien as to the Net Revenues of the System with the ______________.]

[This Bond is one of a series of bonds aggregating the principal sum of $______________, issued pursuant to Ordinance No. 29-A, as amended and supplemented by Ordinance Nos. 30-A, 31-A, 35-A, 838, 873, 993, 0544, 2010-423, Ordinance No. 2012-269, and Resolution No. 2021-264 and Resolution No. ____, each duly adopted by the City Council of the City, and under and in full compliance with the Constitution and statutes of the State of Michigan, including specifically Act 94, Public Acts of Michigan 1933, as amended for the purposes of constructing and acquiring improvements to the System, and refunding certain outstanding sewage disposal system revenue bonds of the City.]

For a complete statement of the revenues from which and the conditions under which this Bond is payable, a statement of the conditions under which additional bonds of equal standing may thereafter be issued and the general covenants and provisions pursuant to which this bond is issued, reference is made to the above-described Ordinances. Copies of the Ordinances are on file at the office of the City Clerk and reference is made to the Ordinances and any and all supplements thereto and modifications and amendments thereof, if any, and to Act 94 for a more complete description of the pledges and covenants securing the bonds, the nature, extend and manner of enforcement of such pledges, the rights and remedies of the registered owners of the bonds with respect thereto and the terms and conditions upon which the bonds are issued and may be issued thereunder. To the extent and in the manner permitted by the terms of the Ordinances, the provisions of the Ordinances or any resolution or agreement amendatory thereof or supplemental thereto, may be modified or amended by the City, except in specified cases, only with the written consent of the registered owners of at least fifty-one percent (51%) of the principal amount of the bonds then outstanding.

[THIS BOND IS A SELF-LIQUIDATING BOND AND IS NOT A GENERAL OBLIGATION OF THE CITY AND DOES NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN ANY CONSTITUTIONAL, STATUTORY OR CHARTER LIMITATION, AND IS PAYABLE BOTH AS TO PRINCIPAL AND INTEREST, SOLELY FROM THE NET REVENUES OF THE SYSTEM AND CERTAIN FUNDS AND ACCOUNTS ESTABLISHED UNDER THE ORDINANCES. THE PRINCIPAL AND INTEREST ON THIS BOND ARE SECURED BY THE STATUTORY [FIRST][JUNIOR] LIEN HEREINBEFORE DESCRIBED.

It is hereby certified and recited that all acts, conditions and things required by law to be done, precedent to and in the issuance of this bond and the series of bonds of which this is one, exist and have been done and performed in regular and due form and time as required by law.

IN WITNESS WHEREOF, the City of Lansing, Counties of Ingham and Eaton, State of Michigan, by authority of its City Council, has caused this bond to be signed for and on its behalf and in its name by the manual or facsimile signatures of the Mayor and Clerk of the City, and the official seal of the City or a facsimile thereof to be impressed or printed hereon, all as of the Date of Original Issue.

CITY OF LANSING
Counties of Ingham and Eaton
State of Michigan

By___________________________________

Its Mayor

(SEAL)

Countersigned:

By__________________________________

Its City Clerk

[FORM OF SCHEDULE I]

Name of Issuer: CITY OF LANSING
EGLE Project No.: ________
EGLE Approved Amt:

SCHEDULE I

Based on the schedule provided below unless revised as provided in this paragraph, repayment of principal of the Bond shall be made until the full amount advanced to the City is repaid. In the event the Order of Approval issued by the Department of Environment, Great Lakes, and Energy (the "Order") approves a principal amount of assistance less than the amount of the Bond delivered to the Authority, the Authority shall only disburse principal up to the amount stated in the Order. In the event (1) that the payment schedule approved by the City and described below provides for payment of a total principal amount greater than the amount of assistance approved by the Order, or (2) that less than the principal amount of assistance approved by the Order is disbursed to the City by the Authority, the Authority shall prepare a new payment schedule which shall be effective upon receipt by the City.

Due Date	Amount of Principal Installment

Interest on the bond shall accrue on principal disbursed by the Authority to the City from the date principal is disbursed, until paid, at the rate of ____% per annum, payable [date], and semi-annually thereafter.

The City agrees that it will deposit with U.S. Bank National Association, or at such other place as shall be designated in writing to the City by the Authority (the "Authority's Depository") payments of the principal of, premium, if any, and interest on this bond in immediately available funds by 12:00 noon at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise. In the event that the Authority's Depository has not received the City's deposit by 12:00 noon on the scheduled day, the City shall immediately pay to the Authority as invoiced by the Authority an amount to recover the Authority's administrative costs and lost investment earnings attributable to that late payment.

Section 13. <u>Reimbursement; Non-Arbitrage Covenant.</u> The City declares that it reasonably expects to make advances of funds to make 2023 SRF Improvements. The City makes the following declarations for the purpose of complying with the reimbursement rules of Treas. Reg. §1.150-2 pursuant to the Internal Revenue Code of 1986, as amended (the **"Code"**):

(a) As of the date hereof, the City reasonably expects to reimburse the City for the expenditures described in (b) below with proceeds of debt to be incurred by the City.

(b) The expenditures described in this paragraph (b) are for the costs of acquiring and constructing the 2023 SRF Improvements which were or will be paid subsequent to sixty (60) days prior to the date hereof.

The City covenants and agrees with the holders of the 2023 SRF Bonds that as long as any of the 2023 SRF Bonds remain outstanding and unpaid as to either principal or interest, the City shall not invest, reinvest or accumulate any moneys deemed to be proceeds of the 2023 SRF Bonds pursuant to the Code in such a manner as to cause the 2023 SRF Bonds to be "arbitrage bonds" within the meaning of the Code. The City hereby covenants that, to the extent permitted by law, it will take all actions within its control and that it shall not fail to take any action as may be necessary to maintain the exemption of interest on the 2023 SRF Bonds from gross income for federal income tax purposes, including but not limited to, actions relating to the rebate of arbitrage earnings, if applicable, and the expenditure and investment of bond proceeds and moneys deemed to be bond proceeds, all as more fully set forth in the Non-Arbitrage and Tax Compliance Certificate to be delivered by the City with the 2023 SRF Bonds.

Section 14. Municipal Advisor. The City hereby confirms Robert W. Baird & Co. Incorporated, as Municipal Advisor for the 2023 SRF Bonds.

Section 15. Negotiated Sale; Application to EGLE and Authority. The Council has considered the option of selling the 2023 SRF Bonds through a competitive sale and a negotiated sale and determines that it is in the best interest of the City to negotiate the sale of the 2023 SRF Bonds to the Authority because the State Revolving Fund financing program provides significant savings to the City compared to a competitive sale in the municipal bond market. The Authorized Officer and the City's Director of Public Works are authorized to apply to the Authority and to EGLE for placement of the 2023 SRF Bonds with the Authority. The actions taken by the Authorized Officer and the Director of Public Works with respect to the 2023 SRF Bonds prior to the adoption of this Resolution are ratified and confirmed. The Authorized Officer is authorized to sell the 2023 SRF Bonds to the Authority and to execute and deliver the Purchase Contract, the Supplemental Agreement and the Issuer's Certificate in the forms provided by the Authority. The Authorized Officer and the Director of Public Works are further authorized to execute and deliver such contracts, documents and certificates as are necessary or advisable to qualify the 2023 SRF Bonds for the State Revolving Fund program.

Section 16. Bond Counsel. The City hereby appoints Dykema Gossett PLLC as Bond Counsel with respect to the 2023 SRF Bonds notwithstanding Dykema's occasional representation of the Authority in other unrelated transactions.

Section 17. Acceptance of Grant. The Council accepts the Grant in an aggregate amount of approximately Seventeen Million Dollars ($17,000,000), or approximately fifty-two percent (52%) of the amount of the 2023 SRF Improvements eligible for financing through the State Revolving Fund program, and appropriates such funds as necessary to support the financing of or provide security for the 2023 SRF Improvements. The total amount of the Grant funds may be received in one or more distributions. An Authorized Officer is authorized to cause to be created appropriate accounts to make necessary operating transfers for the expenditure and control of the balance of the awarded Grant for the benefit of the 2023 SRF Improvements as ultimately designed. The acceptance, approvals and authorizations contained in this Resolution will apply to the Grant, including if the amount of the Grant is increased from time to time, and including the negotiation and execution of any additional documentation reflecting such increases.

Section 18. Other Actions. The officers, administrators, agents and attorneys of the City are authorized and directed to take all other actions necessary and to facilitate issuance, sale, and delivery of the 2023 SRF Bonds and receipt of the Grant, and to execute and deliver all other agreements, documents, and certificates and to take all other actions necessary or convenient to complete the issuance and delivery of the 2023 SRF Bonds and receipt of the Grant in accordance with this Resolution, and to pay costs of issuance including Bond Counsel fees, Municipal Advisor fees, filing fees with State Treasury, costs of printing the 2023 SRF Bonds, and any other costs necessary to accomplish sale and delivery of the 2023 SRF Bonds. The Authorized Officer is authorized to determine final bond details for the 2023 SRF Bonds and the final Grant details, to the extent necessary or convenient to complete the transactions authorized by this Resolution, to exercise the authority and make determinations authorized pursuant to Section 7a(1)(c) of Act 94, including but not limited to determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, dates of issuance, interest payment dates, redemption rights, the place of delivery and payment, and other matters.

Section 19. Rates and Charges. Rates shall be fixed and revised from time to time by the Council so as to produce amounts that are sufficient to pay the expenses of administration and the costs of operation and maintenance of the System, to provide an amount of revenues adequate for the payment of principal of and interest on the SRF 2023 Bonds, reserve, replacement and improvement requirements, if any, and to otherwise comply with all requirements and covenants provided herein; and such that are reasonably expected to yield annual Net Revenues of the System to maintain compliance with Section 19 of Ordinance No. 29-A for any then Outstanding Senior Lien Bonds and equal to at least 100% of the average annual principal and interest thereafter maturing in any fiscal year on the then Outstanding Junior Lien Bonds; and promptly upon any material change in the circumstances which were not contemplated at the time such rates and charges were most recently reviewed, but not less frequently than once in each fiscal year, review the rates and charges for its services and promptly revise such rates and charges as necessary to comply with the foregoing requirement. The rates and charges for all services and facilities rendered by the System shall be reasonable and just, taking into consideration the costs and value of the System, the cost of maintaining, repairing, and operating the System, and the amounts necessary for the retirement of all SRF 2023 Bonds and interest accruing on all SRF 2023 Bonds, and there shall be charged such rates and charges as shall be adequate to meet the requirement of this and the preceding sections.

Section 20. No Free Service. No free service shall be furnished by the System to the City or to any individual, firm or corporation, public or private, or to any agency or instrumentality.

Section 21. Defeasance. In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay at maturity or irrevocable call for earlier optional or mandatory redemption, the principal of, premium, if any, and interest on any of the 2023 SRF bonds, shall be deposited in trust, this Resolution shall be defeased with respect to such Bonds (the **"Defeased Bonds"**), and the owners of the Defeased Bonds shall have no further rights under this Resolution except to receive payment of the principal of, premium, if any, and interest on the bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange bonds as provided herein. Defeased Bonds shall be treated as if they have been redeemed for all purposes under this Resolution.

Section 22. Fiscal Year of System. The fiscal year for operating the System shall coincide with the fiscal year of the City.

Section 23. Repeal, Savings Clause. All ordinances, resolutions of orders, or parts thereof, in conflict with the provisions of the Ordinance are repealed.

Section 24. Severability; Paragraph Headings, and Conflict. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity of such action, paragraph, clause or provision shall not affect any of the other provisions of this Resolution. The paragraph headings in this Resolution are furnished for convenience of reference only and shall not be considered to a part of this Resolution.

Section 25. Publication and Recordation. This Resolution shall be published in full in the Lansing City Pulse, a newspaper of general circulation in the City of Lansing, qualified under State law to publish legal notices, promptly after its adoption, and shall be recorded in the Ordinance Book of the City and such recording authenticated by the signatures of the President of the Council and the City Clerk.

Section 26. Effective Date. As provided in Act 94, this Resolution shall be effective upon its adoption.

Passed and adopted by the City of Lansing, Counties of Ingham and Eaton, State of Michigan, on ____________, 2022.

[Remainder of page intentionally left blank]

I hereby certify that the foregoing is a true and complete copy of Resolution adopted by the City Council of the City of Lansing, Counties of Ingham and Eaton, State of Michigan, at a Regular Meeting held on __________ __, 2022, and that said meeting was conducted and public notice of said meeting was given pursuant to the Open Meetings Act, being Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act No. 267.

I further certify that the following City Council members were present at said meeting: ________________________________ and that the following City Council members were absent: _______________.

I further certify that City Council member ___________moved adoption of said Ordinance, and that the motion was supported by: _________. A second is not required under Mason's Manual of Legislative Procedure, which are the rules governing the City Council.

I further certify that the following City Council members voted for adoption of said ordinance, _____________________ and that the following City Council members voted against adoption of said Ordinance. ____________

_________________ Lansing City Clerk.

076492.000042 4873-9365-7918.5

AGREEMENT FOR CONDITIONAL TRANSFER

OF PROPERTY PURSUANT TO 1984 P.A. 425

This Agreement is made on the _______ day of ________, 2022, between the **CITY OF LANSING** (City), a Michigan municipal corporation, and the **CHARTER TOWNSHIP OF WINDSOR** (Township), a Michigan municipal corporation, each a "Party" and collectively, the "Parties".

Recital of Facts

The City and the Township are "local units" as defined by Public Act 425 of 1984, as amended, (Act 425), (MCL 124.21 *et seq.*). Act 425 enables two local units of government to conditionally transfer property by written agreement for the purpose of economic development projects.

The City and the Township have proposed that certain property be conditionally transferred from the Township to the City pursuant to Act 425 to promote economic development and secure certain public improvements and infrastructure necessary for the development of the properties (described in this Agreement as the "Transferred Area"), including water service to the properties included in the district for development, as set forth in this Agreement, and the Transferred Area. Pursuant to Act 425, the Township before signing this Agreement held a public hearing on _________________ regarding this Agreement, and the City Council held a public hearing on _______________ regarding this Agreement, both preceded by notice in accordance with the requirements of Michigan's Open Meetings Act. As consideration and further benefit to the City by agreeing to enter into this Agreement, the City will retain substantial revenue from the real, personal and income taxes generated from the Transferred Area. The City, through its Board of Water and Light (BWL), will further preserve its existing revenue obtained through water rates and capital charges imposed onto users of its water service.

The City and the Township find that the conditional transfer of the Transferred Area from the Township to the City pursuant to this Agreement, will assist economic development and benefit the residents of the City and the Township, including revenue that will support the economic development.

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

**ARTICLE I
DEFINITIONS AND REPRESENTATIONS**

Section 1.1 **Definitions.**

A. "Agreement" means this Agreement for Conditional Transfer of Property.

B. "BWL" mean the Lansing Board of Water and Light, a City owned municipal utility supplier.

C. "Transferred Area" means that portion of the Township legally described in **Exhibit A**, containing approximately 77 acres, as depicted in **Exhibit B**.

D. "Water Service" means water production, transmission, and distribution, or any part thereof. This does not include wastewater sewage service or electric service.

Section 1.2 **Representations.** The City and the Township represent that before entering into this Agreement the following factors were considered:

A. The composition of the population; population density; land areas and land uses; assessed valuation; topography; natural boundaries and drainage basins; and past and probable future growth, including population increase and business and commercial development in the area and the comparative data for the Township and the portion of the Township remaining after the transfer of the Transferred Area.

B. The need for organized community services; the present costs and adequacy of governmental services in the Transferred Area; the practicality of supplying such services to the Transferred Area; the probable effect of the transfer and of the alternative courses of action on the costs and adequacy of services in the Transferred Area and on the remaining portion of the Township; the probable change in taxes and tax rate in the Transferred Area in relation to the benefits expected to accrue from such transfer; and the financial ability of the Township and the City to provide and maintain municipal Water Service, including supply and distribution, and other governmental services in the Transferred Area.

C. General effect upon the Parties of the transfer and the relationship of the transfer to applicable land use plans.

ARTICLE II
AREA AND JURISDICTION TRANSFERRED

Section 2.1 **Conditional Transfer of Property.** The Transferred Area shall be conditionally transferred from the jurisdiction of the Township to the jurisdiction of the City solely for the purposes specified in this Agreement.

Section 2.2 **Jurisdiction After Reversion, Termination, Expiration, Non-Renewal, or Non-Ownership.**

A. *Reversion of Transferred Area*. Upon the termination, expiration, or non-renewal of this Agreement, the Transferred Area shall for all purposes be automatically and unconditionally reverted and returned to the sole jurisdiction of the Township and shall thereafter be treated as within the corporate limits of the Township.

B. *Transfer upon Consumers' Lack of Ownership*. If Consumers Energy or its parent, subsidiary, and affiliate entities, now in existence and hereafter formed, or their corporate successors in interest (collectively referred to as "Consumers") ceases to own all of the Transferred Area, the Transferred Area shall automatically revert back to the Township and shall thereafter be treated as within the corporate limits of the Township.

C. *Transfer upon City Failure to Provide Water Service.* If the City fails to construct or authorize construction, which shall not be unreasonably withheld, delayed, or not authorized, of the infrastructure necessary to provide Water Service to the Transferred Area or fails to otherwise provide such Water Service to the Transferred Area, the Transferred Area shall automatically revert back to the Township and shall thereafter be treated as within the corporate limits of the Township.

D. *City Rights After Termination.* Regardless of the method of transfer or termination under this Agreement, nothing herein shall be considered as transferring ownership of the Water System to the Township from the ownership of the City or BWL.

E. *Continuation of Utilities*. After termination of this Agreement, the City, through its BWL, shall have the right and shall have a continued obligation to provide Water Service to the Transferred Area as permitted under this Agreement, at the City's customary rates and fees and subject to the same requirements and conditions for customers within the boundaries of the City for Water Service.

Section 2.3 **Jurisdiction—Governmental Services.**

A. *Transferred Area Considered within the City*. Immediately upon this Agreement becoming effective, the Transferred Area shall be treated as being within the corporate limits of the City and subject to the City ordinances, rules, and regulations enacted now and during the Term of this Agreement or any Renewal Term (as defined hereinafter) thereof as identified in Section 2.3.D of this Agreement, provided such ordinances, rules and regulations do not conflict with this Agreement. City shall be responsible for enforcing its applicable ordinances, rules, and regulations. The Township shall enforce its ordinances, rules, and regulations, which shall be under the jurisdiction of, and enforced by, the Township. Nothing in this Agreement shall be construed to limit the discretion of any police officer, fire official, or building code official with appropriate jurisdiction to enforce statutes of the State of Michigan.

i. For violations of the applicable Lansing City Code of Ordinances, venue shall be in the 54-A Judicial District Court, with any such ordinance appeal being to the Ingham County Circuit Court.

ii. For violation of the applicable Township ordinances and Michigan misdemeanors and felonies, venue shall be in the 56-A Judicial District Court and Eaton County Circuit Court.

B. *Water Distribution within the Transferred Area.* Water Service for the Transferred Area shall be provided by the City, which includes but is not limited to construction of at least a 16-inch water line to the Transferred Area. The Township consents to the use of public roads, rights-of-way and easements throughout the Township for purposes of Water Service infrastructure from the City to the Transferred Area. The Township agrees to support acquisition and/or permitting that may be needed to effectuate this provision. The Transferred Area shall be considered as being within the corporate limits and jurisdiction of the City for the purpose of constructing service lines and laterals on public property for connection with the City's water distribution system and the conduct of a Water Service utility business therein.

C. *Township Governmental Services.* In the Transferred Area, fire, ambulance and police protection and enforcement, including but not limited to the Michigan Fire Prevention Code, the Michigan Vehicle Code, and the Uniform Traffic Code; library services; zoning or planning, including but not limited to site plan review, re-zoning, zoning inspections, permits, and fees; and any other services relating to ordinances, rules, and regulations not otherwise expressly assumed in Sections 2.3(C) and (D) of this Agreement, shall be provided by and under the jurisdiction of the Township. It is further understood and agreed that authority over the grant of an electrical utility franchise and jurisdiction over electrical utility services for the Transferred Area is expressly reserved to the Township, and notwithstanding any City ordinance specified within Section 2.3(D), ordinances of the Township pertaining to electrical utility service franchise authority or jurisdiction shall solely apply to the Transferred Area. Nothing contained herein shall abrogate, limit, or impair, any franchise validly granted by the Township to BWL or Consumers for the purpose of transacting electrical utility service within the Township outside of the Transferred Area. The Township shall retain all fees pertaining to the services provided for by the Township. The Township shall also provide for wastewater collection.

D. *City Governmental Services.* In the Transferred Area, the City hereby assumes the responsibility for the administration and enforcement of only the following City Code Sections: Chapter 257 Board of Review, Chapter 297 Human Rights, Chapter 880 Taxation Generally, Chapter 882 Uniform City Income Tax, Chapter 1026 Special Assessments, and Chapter 1050 Utilities Generally, except not as to any portion of these Sections that relate to any utility service or other service or matter otherwise reserved under other jurisdictions as referenced in this Agreement.

E. *Governmental Services not Provided by the City or the Township*. Street and road maintenance and repair within the Transferred Area shall be provided by the Eaton County Road Commission. Storm water regulation and control and soil erosion and sedimentation control shall be as required by the Eaton County Drain Commissioner, consistent with properties within the Township's jurisdiction. Administration and enforcement of the State Construction Code pursuant to the Stille-DeRossett-Hale Single State Construction Code Act, Act 230 of 1972, consisting of the Michigan Building Code, the Michigan Electrical Code, the Michigan Mechanical code, and the Michigan Plumbing code (collectively the Construction Code), shall be provided by Eaton County Building and Planning Department, its successor county agency or other agency approved by the State of Michigan to administer and enforce the Construction Code within the Township's jurisdiction. The County or applicable enforcing agency shall charge, collect, and retain all fees pertaining to Construction Code inspections, reviews and approvals.

F. *No Impact on Other Agreements*. Nothing in this Section shall be construed to terminate or modify the terms of any other governmental agreement to which the City or the Township is a party.

Section 2.4 **<u>Jurisdiction—Special Assessments</u>.** The Transferred Area shall be treated as being within the corporate limits and jurisdiction of the City for purposes of special assessments except as follows:

A. No special assessments for Water Service shall be applied to the Transferred Area or services the City does not otherwise provide to the Transferred Area, except for any special assessments related to connection fees, construction costs and any other payments pursuant to Section 2.6;

B. Storm drain assessments shall be permitted only by the Eaton County Drain Commissioner; and

C. Special assessments for services provided by the Township under this Agreement and as permitted by the Township under Michigan law.

Section 2.5 **<u>City Water Service Provided</u>.**

A. *Sewage Disposal Services in the Transferred Area.* The Dimondale-Windsor Wastewater Treatment Plant shall provide sewage disposal services in the Transferred Area.

B. *New Water Services Outside of the Transferred Area.* The City agrees to provide water service connections and extensions to properties neighboring the Transferred Area from the to-be existing water distribution infrastructure constructed pursuant to this Agreement, if otherwise permitted under all applicable BWL standards, rules and regulations for Water Service and the Master Retail Water Service Agreement between the Township and the BWL. The landowner or developer of each neighboring property shall be individually responsible for the cost of service connections or extensions to their property. The City's failure to enter into a separate written agreement for extensions or service installations for neighboring properties outside of the Transferred Area upon request by the Township, landowners or developers shall not constitute a breach of this Section so long as the City acts in good-faith. If the City (including BWL) denies a request for water system connections or extensions, the Township may request and the City must provide the Township with the reason(s) for denial. The Township shall have thirty (30) days to, at its discretion, request reconsideration or otherwise respond.

C. *Rates*. All rates, tariffs, charges, and fees (collectively "rates"), not otherwise specifically specified in this Agreement, for Water Service, including hydrants, shall be calculated, levied and collected by the City (including BWL) in accordance with the rates and ordinances applicable to property in the corporate limits of the City and as may be adjusted by the City pursuant to its rate-making authority.

D. *Connection Fees.* Connection fees and capital charges for Water Service connections both within and outside the Transferred Area shall be at the rates normally charged by the City within the City and connection fees for such Services shall belong to the City and be at the rates normally charged by the City and BWL for customers within Lansing.

E. *Liens by City*. Liens for Water Service made against real property in and outside the Transferred Area may be created and remain in full force and effect as if the properties were within the corporate limits of the City.

Section 2.6 **<u>Water Service Franchise and Construction</u>.**

A. *Franchise*. The Township consents and grants the right, power and authority to the City and BWL, a municipal utility, its successors and assigns to construct, set, string, lay, operate, repair, maintain and use public water lines, consisting of pipes, valves, gauges, hydrants, and other public water appliances, on, along, over, under, through, and across Township rights of way for the purpose of providing Water Service to the Transferred Area. Provided however, that the Township shall grant written approval under Section 2.6(C) prior to doing so.

B. *Standard of Utility Construction*. All City utility infrastructure to be erected under, at, or on street crossings, highway crossings or railroad crossings shall be in full compliance as to construction as required by the laws of the State of Michigan and subject to the City's policies, procedures, and rules and regulations.

C. *Place of Utilities within Township*. The Township agrees to work cooperatively with BWL on the City's placement of any water utility infrastructure necessary for the purpose of providing Water Service to the Transferred Area, provided such placement shall be approved by the Township prior to construction.

D. *Costs.* By entering into this Agreement, the City, Township, and BWL agree that between the Parties, BWL shall be responsible for, any costs associated with the construction of infrastructure necessary for the purpose of providing Water Service to the Transferred Area as provided in this Agreement, including but not limited to the construction of at least a 16 inch water line to the Transferred Area. “Infrastructure,” may include, but is not limited to water lines, pipes, valves, gauges, hydrants, water storage or re-pumping facilities, or any other public water appliance. This Section 2.6.D shall not restrict or prohibit BWL from charging Consumers or other customers in the Township BWL’s customary construction costs and expenses and other payments pursuant to BWL Service Agreements for Water Extension/Service Installation, Domestic Water and Fire Service (BWL Service Installation Agreements). If Consumers and BWL do not execute BWL Service Installation Agreements, BWL will not be required to provide such services or install any Water Service.

E. *Construction Deadline.* Subject to Force Majeure, as defined in Section 6.8 of this Agreement and the execution of any applicable BWL Service Agreements, the City (through BWL) shall complete construction of infrastructure necessary for the purpose of providing Water Service to the Transferred Area and provide such Water Service to the Transferred Area within two (2) years of the Effective Date of this Agreement. The City, the Township and BWL may extend this deadline through written mutual agreement, which shall not be unreasonably withheld.

Section 2.7 **Voting.** Any qualified electors residing in the Transferred Area shall for voting purposes be considered qualified electors of the Township entitled to vote on all Township, state, and federal matters.

ARTICLE III
TAXES AND OTHER REVENUE

Section 3.1 **Taxing Jurisdiction.**

A. *Taxing of Transferred Area*. Except as otherwise provided:

i. As of the Effective Date of this Agreement and for the remaining Term of this Agreement and any Renewal Term, for the purposes of real and personal property taxation (including without limitation the granting of any exemptions under 1998 PA 328 or 1974 PA 198) and City income taxes, both corporate and individual, the Transferred Area shall be considered as being within the corporate limits and jurisdiction of the City.

ii. The assessing of real and personal property within the Transferred Area will be by the Lansing City Assessor. The Taxable Value of the Transferred Area real and personal property shall be determined by the Assessor in accordance with the tax laws and tax manuals of the State of Michigan, and property tax appeals shall be heard and decided by the Lansing Tax Board of Review. The City shall appear and defend all tax assessment appeals filed by property owners within the Transferred Area.

iii. The City shall collect all taxes on all real and personal property and income within the Transferred Area. The City may collect and retain the one percent (1%) property tax administration fee on all taxes collected for property within the district as authorized pursuant to MCL 211.44 and for income tax as authorized by statute now and in the future.

iv. The City agrees to diligently and in good faith enforce all property and income tax laws and defend against any appeals to the Michigan Tax Tribunal.

B. *Tax Abatements*. The Transferred Area may be designated by the City as an Industrial Development District pursuant to 1974 PA 198, as amended, or 1998 PA 328. The Transferred Area shall not be made part of any tax increment financing area, authority, or similar taxing jurisdiction during the Term or any Renewal Term of this Agreement. Except as otherwise provided in Section 3.2 for personal property, any tax abatements, incentives, or other similar city or statutory mechanisms that impact the collection of taxes for the City shall have no bearing on the amount of taxes due and owing to the Township under Section 3.2.

C. *Township Special Assessments*. For the purposes of any special assessment assessed by the Township pursuant this Agreement, the Township retains taxing jurisdiction and shall assess, levy, collect, and defend its own special assessments.

Section 3.2 **<u>Tax Payments to the Township</u>.**

A. *Township Tax Payments*. As of the Effective Date of this Agreement for the Term of this Agreement and any Renewal Term, the City agrees to make annual real property tax sharing payments to the Township equivalent to the tax revenue the Township would otherwise receive levying its real property millage on the Transferred Area ("Real Property Tax Payment"). In addition, the City shall make annual personal property tax sharing payments to the Township in the years personal property in the Transferred Area is not otherwise exempt from personal property taxation. The Personal Property Tax Payment shall be equivalent to the tax revenue the Township would otherwise receive levying its personal property millage on the Transferred Area ("Personal Property Tax Payment").

B. *Township Tax Payment Due Date*. The City shall pay the Township each annual Tax Payment in two equal installments, which shall be paid as follows: the first installment will be paid no later than November 30 of the tax year and the second installment will be paid no later than May 31 the following year. If the City fails to pay the Township within seven (7) days of the aforesaid dates, this Agreement may be terminated by the Township pursuant to Section 4.2(D) of this Agreement. The Township also retains all rights and recourse to seek any legal remedies regarding any unpaid balance. The Parties both acknowledge that timely payment is of the essence.

C. *No Change in Tax Payment*. The Real Property Tax Payment and Personal Property Tax Payment shall be paid to the Township annually as provided herein irrespective of nonpayment of taxes, except no Personal Property Tax Payment shall be required in the year(s) personal property is otherwise lawfully exempt from taxation. The Township agrees to not offer tax or other economic incentives to business or property owners located on the Transferred Area while under the jurisdiction of the City.

Section 3.3 **<u>Other Revenue</u>.** The Eaton County Road Commission is entitled to apply for, receive, and retain all funds paid by the state of Michigan related to public roads and rights-of-way under its jurisdiction in the Transferred Area as if the Transferred Area was within the corporate limits and jurisdiction of the Township. Any calculation or formula for receipt of such revenues shall assume the Transferred Area is within the corporate limits of the Township for such purposes.

Section 3.4 **<u>Gifts, Grants, Etc</u>.** All gifts, grants, assistance funds, bequests, or other funds from any private or public source given with respect to the services within the City's jurisdiction over the Transferred Area, and activity performed upon or within the Transferred Area within the City's jurisdiction, shall belong to the City.

ARTICLE IV
TERM AND TERMINATION

Section 4.1 **<u>Term</u>.** The term ("Term") of this Agreement shall be for twenty-five (25) years commencing January 1, 2023 following the filing with the Secretary of State in the Michigan Office of the Great Seal required by 1984 Public Act 425. The City and the Township may renew this Agreement for a second term of twenty-five (25) years (the "Renewal Term"). To be effective, the Renewal Term must be approved by the Parties in the manner provided in Section 2 of the Act; MCL 124.22. The Renewal Term shall be on the same terms and conditions as stated in this Agreement unless the Parties agree otherwise in writing in a document amending this Agreement in compliance with 1984 PA 425.

Section 4.2 **<u>Termination</u>.** This Agreement may be terminated:

A. By the expiration of the Term or Renewal Term of this Agreement; or

B. By mutual written agreement of the Parties; or

C. By operation of law should a court of competent jurisdiction order the termination of this Agreement; or

D. By a written "Notice of Material Default" provided by one Party to the other specifying a default of a material condition of this Agreement by the defaulting Party and the failure to cure such material default by the defaulting Party within forty-five days of delivery of such Notice of Material Default, except as otherwise provided within the Agreement, or

E. By either Party if Consumers (a) does not within one (1) year of the Effective Date of this Agreement become the owner of all the Transferred Area; or (b) does not within four (4) months of obtaining ownership as described in subsection (a), enter into applicable BWL Service Installation Agreements with BWL.

Section 4.3 **Prohibition of Annexation.** While the Agreement is in effect, the City is prohibited from annexing any portion of the Township, including but not limited to the Transferred Area, and the City shall not sponsor or encourage annexation of any portion of the Township. The Parties recognize that private individuals may have statutory rights to file for annexation. The City may, in accordance with the Freedom of Information Act, provide information to property owners or residents of the Transferred Area upon their request. The City shall have the right to participate in any legal proceedings regarding annexation brought on behalf of its property owners or residents, and to express its position upon any proposed annexation or transfer related to other areas within the Township. This Agreement shall also not set any binding precedent, policy, or custom as to whether future developments within the Township which seek water service from the City's BWL, consistent with Section 2.5(B) above, require execution of an agreement similar to this Agreement for conditional transfer of jurisdiction over the property proposed for development.

ARTICLE V
ENFORCEMENT

Section 5.1 **Enforcement.**

A. In the event of a dispute between the Parties arising under this Agreement, this Agreement may be enforced by either Party in an action commenced in the Eaton County Circuit Court and under Michigan law.

B. The Parties reserve the right to extend any date or deadline included in this Agreement upon mutual written agreement, except the termination date other than by a Renewal Term. This right of extension shall also be available to the Parties if the Agreement, or any part thereof, is enjoined or stayed by a court of competent jurisdiction.

ARTICLE VI
MISCELLANEOUS

Section 6.1 **Employees and Liabilities.** The City shall be solely responsible for the manner of employing, engaging, compensating, transferring or discharging any employees, independent contractors or other personnel with respect to the government services the City shall provide under this Agreement. The Township shall be solely responsible for the manner of employing, engaging, compensating, transferring or discharging any employees, independent contractors or other personnel with respect to the governmental services the Township shall provide under this Agreement. The City and the Township shall each be responsible for such liabilities as may be incurred through their respective provision of governmental services and other performance of this Agreement and shall respond to and provide for such potential liabilities on the same basis as the City and the Township do generally.

Section 6.2 **Notices.** Any notice, demand, or communication required, permitted, or desired to be given under this Agreement shall be deemed effectively given when personally delivered or mailed by first class or certified mail addressed as follows:

If to the City:	If to the Township:
City of Lansing	Windsor Charter Township

c/o City Clerk	c/o Township Clerk
124 W. Michigan Ave., 9th Fl.	405 W. Jefferson Street
Lansing, MI 48933;	Dimondale, Michigan 48821;
AND	AND
Lansing City Attorney	Windsor Charter Township Attorney
124 W. Michigan Ave., 5th Fl.	Fahey Schultz Burzych Rhodes PLC
Lansing, MI 48933	4151 Okemos Road
	Okemos, MI 48862

Any notice, demand, or communication required, permitted, or desired to be given under this Agreement shall be deemed effectively delivered on the day such notice, demand, or communication is personally delivered, or three (3) business days after such notice, demand, or communication is mailed by first class or certified mail. The Parties may, by written notice, designate any further or different address to which subsequent notices, demands, or communications may be given.

Section 6.3 **Michigan Right to Farm Act.** The Transferred Area may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

Section 6.4 **Governing Law.** This Agreement has been executed and delivered and it shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of Michigan. The venue for any litigation arising from this Agreement shall be Eaton County, Michigan. The Parties agree that this Agreement was mutually drafted and cannot be construed against either the City or the Township upon the basis that one was the scrivener of this Agreement.

Section 6.5 **Binding Effect.** This Agreement shall be binding upon the Parties hereto, their successors, and assigns.

Section 6.6 **Assignment.** No assignment of this Agreement or any of the rights and obligations thereunder shall be valid without the specific written consent of both Parties hereto.

Section 6.7 **Severability.** In the event any provision of this Agreement is held to be unenforceable or any portion of the Transferred Area is held to be invalidly transferred for any reason, the unenforceability or invalidity thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms, except, in the event this Agreement is held to be void in its entirety, the Transferred Area shall return to the Township's complete jurisdiction, except for the City's jurisdiction over the Water Service within the Transferred Area. If, because of the invalidity of any part of this Agreement, either Party determines that the purpose and intent of the Agreement has failed, the Parties shall renegotiate in good faith to amend the Agreement to make it valid and satisfactory to both Parties.

Section 6.8 **Force Majeure.** Notwithstanding anything contained in this Agreement to the contrary, each Party shall be excused from performing any obligation hereunder, and any delay in the performance of any obligation hereunder shall be excused, while and so long as the performance of the obligation is prevented, delayed or otherwise hindered by acts of God, fire, earthquake, flood, explosion, actions of the elements, epidemic, pandemic, war, riots, mob violence, or inability to procure or a general shortage of labor, equipment, facilities, materials or supplies in the open market as a result of acts of God, fire, earthquake, flood, explosion, actions of the elements, epidemic, pandemic, war, riots, mob violence, or condemnation, court orders, laws, regulations or orders of governmental or military authorities.

Section 6.9 **Articles and Other Headings.** The articles and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 6.10 **Counterparts.** This Agreement may be executed in any number of counterparts and each such counterpart shall be considered a valid original.

Section 6.11 **Entire Agreement.** This Agreement supersedes all previous and contemporaneous contracts and constitutes the entire agreement between the Parties. Neither Party shall be entitled to benefits other than those specified in this Agreement. No oral statements or prior or contemporaneous written material not specifically incorporated or referenced herein shall be of any force and effect, and both Parties specifically acknowledge in entering into and executing this Agreement they rely solely upon the representations and agreements contained in this Agreement, and in the other contracts specified herein.

Section 6.12 **Allocation of Cost of Litigation.** In the event a lawsuit or action is filed by any citizen or governmental entity, other than the City and the Township, challenging this Agreement, the costs of defending this Agreement, including attorneys' fees, shall be borne by both Parties, provided the Township's costs shall be capped at no more than the total amount of mileage revenue that it is entitled to collect in the tax year(s) challenged and such costs are proportionally shared based on the taxes levied by the City and amount the Township is entitled to collect from the Transferred Area. If, after conclusion of the lower court proceedings, one of the Parties desires to further proceed on appeal, and the other Party declines, the Party desiring to proceed shall bear all remaining costs and attorney fees. Settlement of any dispute filed concerning this Agreement shall be approved by both the City Council and the Township Board. This allocation of cost of litigation shall not apply to a suit between the City and the Township over this Agreement, the attorney fees for which shall be the responsibility of each Party unless otherwise ordered by a court a competent of jurisdiction.

Section 6.13 **Filing and Effective Date.** In accordance with Act 425, following the execution of this Agreement by the City and the Township, a duplicate original of the Agreement shall be filed with the Clerk of Ingham County, Clerk of Eaton County, and with the Michigan Secretary of State. This Agreement, certified by the Ingham County Clerk or Secretary of State, shall be prima facie evidence of the conditional transfer of the Transferred Area. This Agreement shall be effective January 1, 2023 following the filing with the Ingham County Clerk and Secretary of State ("Effective Date").

Section 6.14 **Referendum.** If a petition signed by twenty percent (20%) or more of the registered electors residing on the Transferred Area or, if no registered electors reside therein, signed by persons owning fifty percent (50%) or more the Transferred Area is filed with the Clerk of the Township within thirty (30) days after the last of the foregoing public hearings having been held, a referendum election shall be held within the Township on whether or not the Agreement should be executed by the Township. The results of such election shall govern the execution of the Agreement by the Township. If no such petition is filed, the Agreement may be executed by the Parties thereto.

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

Witnesses:	**CITY OF LANSING**
______________________________	By: ____
	Andy Schor, Mayor
Witnesses:	**BOARD OF WATER AND LIGHT**
______________________________	By: ____
	, Representative

Witnesses:	**CHARTER TOWNSHIP OF WINDSOR**
______________________________	By: ______________________________ , Supervisor
Approved as to form only:	I hereby certify that funds are available in Account No. ______________________
______________________________ Lansing City Attorney	______________________________ Finance Director, City of Lansing

EXHIBIT A:
Legal Description of Transferred Parcel

A parcel of land in the North 1/2 of the Northwest 1/4 of Section 10, Township 3 North, Range 3 West, Windsor Township, Eaton County, Michigan described as follows: Beginning at the North 1/4 corner of said Section; thence South 00 degrees 44 minutes 21 seconds East, on the North & South 1/4 line of said Section, 1332.08 feet to the North 1/8 line of said Section; thence North 89 degrees 46 minutes 39 seconds West, on said North 1/8 line, 2646.67 feet to the West line of said Section; thence North 00 degrees 13 minutes 11 seconds West, on said West Section line, 325.28 feet; thence North 89 degrees 46 minutes 49 seconds East, perpendicular to said West Section line, 60.00 feet; thence North 00 degrees 13 minutes 11 seconds West, parallel with said West Section line, 459.79 feet to a point of curvature; thence 246.15 feet on a curve to the left, having a radius of 878.51 feet, a central angle of 16 degrees 03 minutes 13 seconds, and a long chord which bears North 08 degrees 14 minutes 47 seconds West, 245.35 feet to the beginning of an existing Limited Access Right of Way; thence North 23 degrees 05 minutes 11 seconds East, on said Limited Access Right of Way line, 127.96 feet; thence North 64 degrees 59 minutes 25 seconds East, on said Limited Access Right of Way line, 66.86 feet to the end of said Limited Access Right of Way; thence continuing North 64 degrees 59 minutes 25 seconds East, 45.87 feet to a point of curvature; thence 332.12 feet on a curve to the right, having a radius of 758.51 feet, a central angle of 25 degrees 05 minutes 15 seconds, and a long chord which bears North 77 degrees 32 minutes 03 seconds East, 329.47 feet; thence North 00 degrees 04 minutes 40 seconds East, perpendicular to the North line of said Section, 60.00 feet to said North Section line; thence South 89 degrees 55 minutes 20 seconds East, on said North Section line, 2133.55 feet to the point of beginning.

Parcel Number 080-010-100-010-01

Commonly Known as 7000 N. Canal Rd, Dimondale, MI 48821

EXHIBIT B:
Depiction of Transferred Property

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

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

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

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

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

WHEREAS, a proposed draft of the Agreement was placed on file with the City Clerk on November 14, 2022; and

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

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

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

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

> A parcel of land in the North 1/2 of the Northwest 1/4 of Section 10, Township 3 North, Range 3 West, Windsor Township, Eaton County, Michigan described as follows: Beginning at the North 1/4 corner of said Section; thence South 00 degrees 44 minutes 21 seconds East, on the North & South 1/4 line of said Section, 1332.08 feet to the North 1/8 line of said Section; thence North 89 degrees 46

minutes 39 seconds West, on said North 1/8 line, 2646.67 feet to the West line of said Section; thence North 00 degrees 13 minutes 11 seconds West, on said West Section line, 325.28 feet; thence North 89 degrees 46 minutes 49 seconds East, perpendicular to said West Section line, 60.00 feet; thence North 00 degrees 13 minutes 11 seconds West, parallel with said West Section line, 459.79 feet to a point of curvature; thence 246.15 feet on a curve to the left, having a radius of 878.51 feet, a central angle of 16 degrees 03 minutes 13 seconds, and a long chord which bears North 08 degrees 14 minutes 47 seconds West, 245.35 feet to the beginning of an existing Limited Access Right of Way; thence North 23 degrees 05 minutes 11 seconds East, on said Limited Access Right of Way line, 127.96 feet; thence North 64 degrees 59 minutes 25 seconds East, on said Limited Access Right of Way line, 66.86 feet to the end of said Limited Access Right of Way; thence continuing North 64 degrees 59 minutes 25 seconds East, 45.87 feet to a point of curvature; thence 332.12 feet on a curve to the right, having a radius of 758.51 feet, a central angle of 25 degrees 05 minutes 15 seconds, and a long chord which bears North 77 degrees 32 minutes 03 seconds East, 329.47 feet; thence North 00 degrees 04 minutes 40 seconds East, perpendicular to the North line of said Section, 60.00 feet to said North Section line; thence South 89 degrees 55 minutes 20 seconds East, on said North Section line, 2133.55 feet to the point of beginning.

Parcel Number 080-010-100-010-01

Commonly Known as 7000 N. Canal Rd, Dimondale, MI 48821

Resolution #2022-###

By the Committee on City Operations
Resolved by the City Council of the City of Lansing

WHEREAS, on November 8, 1978 the citizens of the City of Lansing adopted a new City Charter; and

WHEREAS, the 1978 City Charter requires that the question of whether there shall be a general revision of the 1978 City Charter shall be submitted to the voters of the City of Lansing at the November 1987 General Election and every twelve years thereafter; and

WHEREAS, 2023 is a year in which the question is to be placed before the electors; and

NOW, THEREFORE, BE IT RESOLVED that the proposal of whether the 1978 City Charter should be subject of a general revision shall be submitted to the qualified electors of the City of Lansing on Tuesday, November 7, 2023 in a manner and form substantially as follows:

> Shall there be a general revision of the Lansing City Charter?
>
> Yes ______
>
> No ______

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized to cause the above proposal to be placed on the ballot at the election to be held on Tuesday, November 7, 2023.

BE IT FURTHER RESOLVED that the ballot wording is hereby certified to the City Clerk and the Clerks of the Counties of Ingham and Eaton for submission to the City's electors at election to be held on Tuesday, November 7, 2023.

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to give notice of the election and notice of registration therefore in the manner prescribed by law and to do all things and to provide all supplies necessary to submit the ballot proposal to the vote of the electors as required by law.

BE IT FURTHER RESOLVED that the canvass and determination of the votes of said question shall be made in accordance with the laws of the State of Michigan and the Charter of the City of Lansing.

City of Lansing

OFFICE OF THE CITY ATTORNEY

James D. Smiertka, City Attorney

Andy Schor, Mayor

TO: City Council Vice President Carol Wood

FROM: Office of the City Attorney

DATE: December 9, 2022

RE: Ballot for Charter Commission - Memorandum

The following questions were submitted to the Office of the City Attorney on Wednesday December 7th:

1. If the voters approve opening the charter, what are the next steps?
2. How is a Charter Commission selected? Who appoints them?
3. How long do they have to work on the charter?
4. Does it then require a vote of the public to approve the suggested changes?

1. With regard to the first question, if the voters approve a Charter revision, what are the next steps? If the ballot question is approved by the voters, then an election is held within 60 days to elect a 9 member Charter Revision Commission. Candidates who are legally qualified may apply to be placed on the ballot. The top 9 vote receivers are then elected.

2. With regard to how a Charter Revision Commission is selected, Charter Revision Commission candidates are elected not appointed.

3. The Home Rule City Act states if no revised charter is adopted during the 3 years following the adoption of the proposition to revise, then the Charter Revision Commission shall terminate and cease to exist.

4. If and when the Charter Revision Commission meets and proposes a general revised charter, it is again submitted to the voters.

Thank you for the opportunity to answer your questions, if you should have other questions, please do not hesitate to address them to the City Attorney.