Lansing Economic Development Corporation

Board of Directors Meeting
Friday, December 16, 2022 – 2:00 PM
Lansing EDC Office
230 N. Washington Square, 2nd Floor Boardroom, Ste. 209
Lansing, MI 48933

AGENDA

1) Call to Order/Roll Call
2) Approval of LEDC Board Meeting Minutes – Friday, October 07, 2022
3) Update on Financials
4) American Rescue Plan Act (ARPA) Contract with City of Lansing (ACTION)
5) FY2022/2023 LEDC Budget Amendment (ACTION)
6) LEED Initiative Update
7) Projects Update
8) 2023 LEDC/LBRA/TIFA Board Meeting Schedule Review
9) 2023 Election of Officers Process
10) Open Forum for LEDC Board Members
11) Other Business
12) Public Comment
13) Adjournment

Board of Directors Meeting
Friday, October 7, 2022 – 8:30 AM
Lansing EDC Office
230 N. Washington Sq., Lansing, MI 48933

MINUTES

Members Present: Andrea Binoniemi, Shelley Davis Boyd, Calvin Jones, Brian McGrain, Michael McKissic, Catherine Rathbun, Jordan Sutton

Members Absent: Blake Johnson, Dr. Alane Laws-Barker

Staff Present: Karl Dorshimer, Kris Klein, Aurelius Christian, Brandy Nelson, Simon Verghese

Guests: None

Call to Order/Roll Call

Chair Binoniemi called the Lansing Economic Development Corporation meeting to order at 9:29AM.

Approval of LEDC Board Meeting Minutes – Friday, September 9, 2022 (ACTION)

MOTION: Davis Boyd moved to approve the LEDC meeting minutes from the Friday, September 09, 2022, Board of Directors meeting, as presented. Motion seconded by member McGrain.

YEAS: Unanimous, motion carried.

Update on Financials
Nelson briefly mentioned notations provided by Beth Chapman, CPA from Clark Shaefer Hackett. Notes were emailed to members. Members will review.

Transition Update
Dorshimer reported that many items are in place and the transition is mostly complete. Members requested board training opportunities.

LEED Program Update
Christian reported that the work group met earlier in the week. The group will be meeting weekly.

Project Update
Klein reported that 224 S. Washington property renovation is underway. Spring 2023 opening is expected. There may be a request for additional funding. Temple Lofts is nearing completion. 500 block Ovation project underway. Lansing Shuffle – Irie Smoke Shack loan was closed. Hopeful for a partial opening in the Spring. 700 May Street (The Cottages) OPRA was approved. Construction may begin at the end of the year. Christian provided an update on the South MLK CIA.

LEDC Branding and Marketing Plan
Dorshimer reported that a meeting was held with Tiffany Dowling from M3 Group. It was discussed that a Media and Communications Coordinator may be hired early next year.

Open Forum for LEDC Board Members
Jones mentioned that there are opportunities for young people to learn about various trades. McKissic explained the Mikey23 Project. Dorshimer mentioned that there may be LEED funding available. McGrain mentioned that there could be opportunity with the City Building Department. McGrain mentioned that he, Mayor Schor and the Lansing EDC staff went to Grand Rapids for networking and development.

Other Business
None

Public Comment
None

Adjournment

Chair Binoniemi called the Lansing Economic Development Corporation meeting to adjournment at 10:07 AM.

Karl Dorshimer, President and CEO
Lansing Economic Development Corporation (LEDC)

10:50 AM
12/05/22
Accrual Basis

Lansing Economic Development Corporation
Profit & Loss Budget vs. Actual
July through October 2022

	Jul - Oct 22	Budget	$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
40000 · Contract Income				
40010 · Brownfield Admin	150,116.53	230,356.00	-80,239.47	65.2%
40020 · City of Lansing Contract	300,000.00	300,000.00	0.00	100.0%
40040 · Annual Issuer's Fees	0.00	85,269.00	-85,269.00	0.0%
40050 · TIFA Admin	1,578.00	195,000.00	-193,422.00	0.8%
40080 · Facade Grant Contract	0.00	200,000.00	-200,000.00	0.0%
Total 40000 · Contract Income	451,694.53	1,010,625.00	-558,930.47	44.7%
41000 · Loan Interest				
41091 · The 517 Coffee Company Interest	305.83			
41093 · Sweet Encounter Bakery Cafe Int	182.90			
41000 · Loan Interest - Other	0.00	7,273.00	-7,273.00	0.0%
Total 41000 · Loan Interest	488.73	7,273.00	-6,784.27	6.7%
42000 · Investments				
42010 · Interest-Savings, Short-term CD	242.54	3,000.00	-2,757.46	8.1%
Total 42000 · Investments	242.54	3,000.00	-2,757.46	8.1%
43000 · Other Types of Income				
43010 · Miscellaneous Revenue	0.00	5,000.00	-5,000.00	0.0%
43037 · Application Fees	20,000.00	20,000.00	0.00	100.0%
Total 43000 · Other Types of Income	20,000.00	25,000.00	-5,000.00	80.0%
Total Income	472,425.80	1,045,898.00	-573,472.20	45.2%
Gross Profit	472,425.80	1,045,898.00	-573,472.20	45.2%
Expense				
61000 · Contract Services				
61015 · Payroll Fees	810.58	4,200.00	-3,389.42	19.3%
61010 · Accounting Fees	7,335.14	50,000.00	-42,664.86	14.7%
61020 · Legal Fees	6,531.00	11,733.00	-5,202.00	55.7%
61030 · Outside Contract Services	4,625.00	27,000.00	-22,375.00	17.1%
61000 · Contract Services - Other	0.00	0.00	0.00	0.0%
Total 61000 · Contract Services	19,301.72	92,933.00	-73,631.28	20.8%

DRAFT

10:50 AM
12/05/22
Accrual Basis

Lansing Economic Development Corporation
Profit & Loss Budget vs. Actual
July through October 2022

	Jul - Oct 22	Budget	$ Over Budget	% of Budget
62000 · Facilities and Equipment				
62010 · Depreciation	892.12			
62020 · Office Expense	4,574.11	25,271.00	-20,696.89	18.1%
62050 · Rent	12,800.00	60,000.00	-47,200.00	21.3%
62055 · Software Subscriptions	21,296.78			
62060 · Telephone/Communications	1,778.75			
Total 62000 · Facilities and Equipment	41,341.76	85,271.00	-43,929.24	48.5%
63000 · Development				
63050 · Insurance & Bonds	5,308.50	15,012.00	-9,703.50	35.4%
63055 · Marketing & Promotions	0.00	20,000.00	-20,000.00	0.0%
63056 · Travel & Conferences & Training	4,048.19	10,000.00	-5,951.81	40.5%
63060 · Miscellaneous Operating	1,009.10	4,000.00	-2,990.90	25.2%
63080 · Bank Fees	342.23	900.00	-557.77	38.0%
63081 · Bank Fees-2575	87.00			
63085 · Parking Lot 55 Reimbursement	3.30			
Total 63000 · Development	10,798.32	49,912.00	-39,113.68	21.6%
65000 · Grant and Program Expenses				
65020 · Facade Grants	418.91	200,000.00	-199,581.09	0.2%
Total 65000 · Grant and Program Expenses	418.91	200,000.00	-199,581.09	0.2%
66000 · Payroll & Empl Benefit Expenses				
66100 · Payroll Expenses	133,295.09	487,251.00	-353,955.91	27.4%
66500 · Employee Benefits	16,115.31	130,530.00	-114,414.69	12.3%
Total 66000 · Payroll & Empl Benefit Expenses	149,410.40	617,781.00	-468,370.60	24.2%
Total Expense	221,271.11	1,045,897.00	-824,625.89	21.2%
Net Ordinary Income	251,154.69	1.00	251,153.69	25,115,469.0%
Net Income	**251,154.69**	**1.00**	**251,153.69**	**25,115,469.0%**

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

At a rescheduled meeting of the Board of Directors of the Economic Development Corporation of the City of Lansing held on Friday, December 16, 2022 at 2:00 p.m., pursuant to notice duly given:

PRESENT: Members:

ABSENT: Members:

The following preamble and resolution was offered by;

Member: , and seconded by:

Member:

WHEREAS, the City of Lansing has received an allocation of Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act (ARPA), to support local response efforts and recovery from the COVID-19 public health emergency; and

WHEREAS, ARPA Funds may be used to fund certain programs and activities that address the negative economic impacts or disproportionate impacts of the pandemic; and

WHEREAS, on December 3, 2021, the Lansing Economic Development Corporation (LEDC) Board directed its staff to submit a proposal to the City of Lansing for the use of ARPA funds to help implement the Lansing Equitable Economic Development (LEED) Initiative; and

WHEREAS, during this process, the City and LEDC identified additional activities that would complement the programs proposed under the LEED Initiative, further local economic recovery efforts, and could be supported by ARPA Funds; and

WHEREAS, on July 25, 2022, the Lansing City Council designated the use of ARPA Funds including an award of $2,675,000 to the LEDC for the LEED Initiative and other LEDC programming including façade improvement grants, Corridor Improvement Authority support, and LEDC conversion and start-up; and

WHEREAS, the City of Lansing Finance Department and LEDC desire to enter into a Sub-Recipient Agreement in the amount of $2,675,000 for the purpose of implementing the aforementioned programming and activities.

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

1. Lansing Economic Development Corporation (LEDC) approves the American Rescue Plan Act Sub-Recipient Grant Agreement (Agreement) with the City of Lansing Finance Department for Lansing Equitable Economic Development/Façade Improvement Grant Program/Corridor Improvement Authorities/Lansing EDC Conversion Start-Up Costs.

2. The LEDC Board directs its Chair, legal counsel, and President and CEO to finalize the Agreement to the satisfaction of the LEDC Chair who will then execute the Agreement on the Corporation's behalf.

3. Additionally, the LEDC agrees that if any section, clause or phrase of this Resolution is declared as invalid by a court of law, that ruling shall not affect the intent and purpose of this Resolution and validity of the remaining provisions of the Resolution.

4. Finally, the LEDC declares that all resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are repealed.

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

YEAS:

NAYS:

ABSTENTIONS:

ABSENT:

PREAMBLE AND RESOLUTIONS DECLARED ADOPTED.

STATE OF MICHIGAN)
) ss.
COUNTY OF INGHAM)

I hereby certify that the foregoing is a true and a complete copy of a preamble and resolutions adopted at a meeting of the Economic Development Corporation of the City of Lansing held on the 16th day of December 2022, and said preamble and resolutions are on file in the office of the Economic Development Corporation of the City of Lansing and are available to the public. Public notice of the meeting was given pursuant to and in compliance with Act No. 267, Public Acts of Michigan 1976, including in the case of a special or re-scheduled meeting, notice by publication or posting of at least eighteen (18) hours prior to the time set for the meeting. In addition, the meeting was held in full compliance with the Board's By-Laws.

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

____
Andrea Binoniemi, Chair
LEDC Board of Directors

SUBRECIPIENT GRANT AGREEMENT

Between

THE CITY OF LANSING- FINANCE DEPARTMENT

And

Lansing Economic Development Corporation

For

Equitable Econ Dev/Façade/Corridor Improvement Authority/Conversion Start-Up Cost

Funded through the

AMERICAN RESCUE PLAN ACT (ARPA) (CFDA 21.027)

For a Federal Award of $2,675,000

Performance Period: July 25, 2022 – January 31, 2027

Amount of federal funds obligated by this action: $2,675,000

Total amount of federal funds obligated to this subrecipient: $2,675,000

Total amount of the federal award committed to this subrecipient by the pass-through entity: $2,675,000

Desiree A. Kirkland
Finance Department
124 W. Michigan Ave,
8th Floor
Lansing, MI 48933
Phone: (517) 483-4122
desiree.kirkland@lansingmi.gov

PART A

AGREEMENT

THIS AGREEMENT (hereinafter the "Agreement"} entered into this **17th day of October** and dated to be effective **October 18, 2022**, by and between the **City of Lansing, Michigan** (hereinafter the "City"} and **Lansing Economic Development Corporation**, (hereinafter the "Subrecipient"), located at 230 N. Washington Square, Suite 208, Lansing, MI 48837.

WITNESSETH THAT:

WHEREAS, the City of Lansing has entered into a funding agreement with the U.S. Department of Treasury (hereinafter the "Treasury") for the execution of projects and activities under the American Rescue Plan Act ("ARPA") and its implementing regulations, **31 CFR Part 35;** and

WHEREAS, the cooperation on the City and the Subrecipient is essential for the successful local implementation of projects under the ARPA program; and

WHEREAS, on **July 25, 2022**, the Lansing City Council designated **$24,962,332** for use and approved ARPA categories; and

WHEREAS, LEDC, was selected to receive an award of **$2,675,000** by the Lansing City Council; and,

NOW, THEREFORE, the parties hereto do mutually agree that this Agreement is entered into predicated upon the following terms and/or conditions, all and every one of which the parties hereto agree to observe and perform:

I. COMMENCEMENT AND COMPLETION

1. **Commencement and Time of Performance:** The services of the Subrecipient are to commence as soon as practicable on or after the date of this Agreement and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement through a period ending **January 31, 2027**. All expenditures associated with implementation of this project must expended or encumbered by **January 1, 2024**; expended by **December 31, 2024**; and submitted for reimbursement by **January 31, 2025**.

2. **Agreement Completion Date:** Unless an extension has been approved by the City in advance, OR unless this Agreement is terminated earlier in accordance with other provisions herein, this agreement will end on **January 31, 2027**, except that Subrecipient shall complete such close-out requirements no later than the date dictated by **Section 2.6** below.

II. COMPENSATION AND USE OF FUNDS

1. **<u>Regulation for Use of Funds:</u>** The use of funds received pursuant to this Agreement shall be in accordance with the requirements of the American Rescue Plan Act (ARPA), **<u>31 CFR Part 35</u>**; other regulations governing the use of these funds; and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. ***It is the Subrecipient's responsibility to read, understand, and comply with these regulations.***

2. **<u>Uniform Grant Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:</u>** During the administration of this Agreement, the Subrecipient shall comply with, and adhere to **<u>2 CFR Part 200</u>**.

3. **<u>Total Payments:</u>** Total amount of funds provided by the City to the Subrecipient under this Agreement shall not exceed **$2,675,000**. At the sole discretion of the City, any unexpended funds as of **December 31, 2024**, may be unobligated from this Agreement and made available for other eligible projects, as determined appropriate by the City. As referenced in **Section 2.1** above, all expenditures associated with implementation of this Project must expended or encumbered by **January 1, 2024**; expended by **December 31, 2027**; and submitted for reimbursement by **January 31, 2025**; unless a written extension request is received and approved by the City prior to **November 30, 2021**.

4. **<u>Vendor Registration:</u>** The Subrecipient must complete the necessary paperwork to become a vendor of the City of Lansing before any payment can be made. This includes completing the City's vendor registration form(s), providing the Subrecipient's current W-9, and City staff verifying the Subrecipient's taxpayer ID with the IRS. The address on the Vendor Registration form must agree to the address on the invoice requesting reimbursement. If there are any changes, a new Vendor Registration form must be completed.

5. **<u>Restriction of Disbursements:</u>** ARPA funds shall not be disbursed to Subrecipient except pursuant to the conditions of this Agreement. Disbursement may be suspended or terminated under this Agreement upon refusal to accept any additional conditions that may be imposed by the City at any time or if the ARPA funds granted to the City of Lansing are suspended or terminated.

5. **<u>Withholding Payments:</u>** All payments to the Subrecipient are subject to the Subrecipient's compliance with this Agreement. Any breach of the Agreement is grounds for non-payment until such corrective measures are made which will resolve the Agreement non-compliance.

6. **<u>Close-out Reimbursement:</u>** Close-out requests for reimbursement must be submitted by **January 31, 2025**. If not submitted, the unexpended funds under this Agreement shall revert to the City of Lansing.

7. **<u>Compliance with applicable laws:</u>** The Subrecipient must comply with all other applicable Federal statutes, regulations, and Executive orders, and the Subrecipient shall provide for compliance with the ARPA, any implementing regulations, and any interpretive guidance by

other parties in any agreements it enters into with other parties relating to these funds, pursuant to **31 CFR § 35.9** and **2 CFR Part 200.**

III. ASSIGNMENTS

1. **Assignability:** Neither the City nor the Subrecipient shall assign, sublet, or transfer their interest in this Agreement without the prior written consent of the other.

2. **Subcontracting/Third Party Contracts:** The Subrecipient agrees to furnish the City with a copy of any and all third-party contracts that it executes in the performance of the work to be undertaken within the scope of this Agreement.

The Subrecipient agrees to incorporate or cause to be incorporated in all third-party contracts or subcontracts funded under the ARPA program provisions requiring all applicable Federal, State, and local laws, rules, and regulations to be adhered to in accordance with all parts of this Agreement. Specifically, the Subrecipient agrees to require and monitor compliance by all contractors, subcontractors, and other third parties. Any third-party contract that is not in accordance with the outlined budget in this Agreement will be subject to the advance, written approval of the City. Furthermore, the City shall not be obligated or liable hereunder to any party other than the Subrecipient.

IV. AUDITS AND INSPECTIONS

1. **Audits and Inspections:** The Subrecipient must establish an adequate accounting system on a current basis in accordance with generally accepted accounting principles and standards and in accordance with any specific requirements of the Controller of the City of Lansing. Subrecipient personnel will make available to City staff and any other auditor authorized by the City, all program and accounting records and financial statements needed to meet the requirements of **2 CFR § 200.300 through 200.309 and Subpart F**. If any portion of the funds approved by this Agreement is subcontracted to other organizations for the delivery of objectives and criteria, the Subrecipient will ensure that the fiscal and performance records of the subcontractor will be available for inspection by Controller Office personnel or duly authorized auditors; by including appropriate clauses in all of its subcontracts.

Subrecipients that expend **$750,000** or more during the Subrecipient's fiscal year in Federal awards, including funds disbursed under this agreement, must have a single audit conducted for that year in accordance with the provisions of **2 CFR Part 200, Subpart F**. Single audit requirements will remain in effect until all sub-award funds are expended and audited.

> Any Subrecipient receiving less than $750,000 in Federal funding shall not be required by the City to undergo an annual independent single audit of the ARPA expenditures under this Agreement; however, records must be available for review or audit by the appropriate officials of the Federal agency, pass-through entity, and the Government

Accountability Office. Furthermore, no expenditures with respect to any such audit undertaken by the Subrecipient of its own initiative shall be chargeable to the funds under this Agreement. All audit reports are to be completed within six months of the Subrecipient's fiscal year end and the completed audit report must be submitted to the City within 60 days of issuance. Before the due date, the Subrecipient should submit to the City either (a) an audit report or (b) a letter giving the reason for non-compliance with the due date and requesting an extension of time with a specific date the report will be submitted. In event of the latter, the City will respond in writing to the Subrecipient to approve or disapprove the request.

IV. SUBRECIPIENT RESPONSIBILITIES

1**. Compliance with Laws:** All parties shall comply with all applicable laws, ordinances, codes and regulations of the State of Michigan and local governments. Further, the Subrecipient agrees to perform services pursuant to the provisions of this Agreement and Federal and City regulations, rules and policies and special assurances included therein. The Subrecipient further agrees to comply with the requirements of ARPA, **31 CFR Part 35, CFR Part 200**, other regulations governing the use of funds disbursed under this Agreement, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. Grantor will assist Sub Recipient with identifying the particular records to retain to ensure compliance with the recordkeeping requirements of this Agreement. Provisions in this Agreement that require a party to comply with particular statutes, regulations, or other laws incorporate their requirements only insofar as they apply to the performance of this Agreement. Grantor will assist Sub Recipient with identifying the compliance procedures necessary to ensure compliance with the requirements of this Agreement.

2. **Non-Municipal Personnel and Services:** All services required herein will be performed by the Subrecipient under the direction of its Board of Directors or other governing body. Any services outside the Scope of Services which the Subrecipient deems necessary to assign to a subcontractor, must first have written approval from the City.

V. DOCUMENTATION AND RECORD KEEPING

1. **Establishment and Maintenance of Records:** The Subrecipient shall establish and maintain records as prescribed by the Treasury and/or the City, with respect to all matters covered by this Agreement.

2. **Record Requirements:** The Subrecipient shall maintain all records required by the Federal regulations specified in **2 CFR Part 200, Subpart D**, and that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to:

a. Records providing a full description of each activity undertaken.

b. Records demonstrating that each activity undertaken meets one of the categories of ARPA.

c. Records required to determine the eligibility of activities.

d. Records which demonstrate compliance with the requirements in **2 CFR § 200.311** regarding any change of use of real property acquired or improved with ARPA assistance;

e. Financial records that document all transactions and that can be properly documented and audited;

f. Copies of all bid documents, bids received, RFQs, and any other procurement documents;

g. Copies of all third party or subcontracts; and

h. Detailed records on the Subrecipient's organization, financial and administrative systems, and the specific ARPA-funded project(s) or activities.

Please note that the above descriptions are brief and provide only a summary of the records the Subrecipient is required to maintain. The Subrecipient must consult **2 CFR Part 200, Subpart D** for a detailed description of the required records

3. **Retention of and Access to Records:** In accordance with **2 CFR § 200.334 through 200.338**, the Subrecipient must retain all financial records, supporting documents, statistical records, and all other records pertinent to any and all expenditures incurred under this Agreement, and any other information as requested by the City or by Treasury for a period of three years from the date of submission of the final expenditure report to the City of Lansing. Records for real property and equipment acquired with funds under this Agreement shall be retained for three years after final disposition. If any litigation, claim, negotiation, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

The Subrecipient agrees that the City, Treasury, Inspectors General, and the Comptroller General of the United States, or any of their authorized representatives has access to and the right to examine all documents, papers, or other records which are pertinent to this Agreement, in order to make examinations, excerpts and transcripts. The right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents. The City reserves the right, on demand and without notice, to review all of the Subrecipient's files associated with this Agreement. The same right to review will be imposed upon any third party or subcontractor of the Subrecipient therefore, it is the Subrecipient's responsibility to ensure that any contract entered into with a third party or subcontractor contains all necessary clauses and language required by the City and/or the Treasury to ensure compliance with this Agreement and with all local, state, and Federal regulations.

4. **Documentation of Costs:** All costs must be supported by proper documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts,

vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

5. **Inventory Management:** The Subrecipient must submit an annual statement identifying the status of all equipment and non-real property items purchased with ARPA funds through the Agreement termination date. The status report should inventory all equipment and non-real properties purchased with ARPA funds and state the condition of the equipment and its location.

VI. SUBRECIPIENT CONTRACT PROVISIONS

1. **Contract Provisions for Non-Federal Entities Under Federal Awards:** The Subrecipient must also make sure that any contracts related to the Project in this Agreement must contain the following provisions:

a. All contracts in excess of $10,000 must address termination for cause and for convenience by the nonfederal entity including the manner by which it will be affected and the basis for settlement.

b. **Equal Employment Opportunity:** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b}. in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

c. **Davis-Bacon Act:** The Davis-Bacon Act (40 U.S.C. 3141-3148) requirements do not apply to projects funded solely with awards funds from the Coronavirus State and Local Fiscal Recovery Funds (hereinafter referred to as "CSFRF/CLFRF ARPA") program, except funded construction projects undertaken by the District of Columbia. Recipients may otherwise be subject to the requirements of Davis-Bacon Act, when CSFRF/CLFRF ARPA award funds are used on a construction project in conjunction with funds from another federal program that requires the enforcement of the Davis-Bacon Act. Additionally, corollary state prevailing- wage-in-construction laws (commonly known as "baby Davis-Bacon Acts") may apply to projects. Please refer to FAQ 4.10 concerning projects funded with both CSFRF/CLFRF ARPA funds and other sources of funding.

When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5), "Labor Standards Provisions Applicable to Contracts Covering

Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination.

The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti- Kickback" Act (<u>40 U.S.C. 3145</u>), as supplemented by Department of Labor regulations (<u>29 CFR Part 3</u>, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

VII. PERFORMANCE AND FINANCIAL REPORTING

1. **<u>Performance and Financial Monitoring and Reporting:</u>** The Subrecipient must comply with

<u>2 CFR § 200.328 through 200.330, 31 CFR Part 35</u>, and all performance and financial monitoring and reporting requirements outlined in this agreement.

The Subrecipient is required to submit the performance and financial reports as specified and in accordance with the reporting schedule in **Part E and F**. The Subrecipient also required to provide other information and data, as deemed necessary by the City, to meet its reporting requirements to the U.S. Department of Treasury and in accordance with ARPA reporting requirements.

As stated in **Section 9.2**, sanctions will be imposed upon the Subrecipient for failure to satisfy report due dates. Incidents of nonperformance will suspend grant operations until corrective measures are implemented. If the grant is conditioned, access to grant funds will be suspended pending a satisfactory cure to the related incident of nonperformance. With reasonable notice being given to the Subrecipient, the City may schedule at least one on-site visit and other visits that may be needed during the course of this Agreement to satisfy compliance with any requirement of this Agreement.

IIX. PROGRAM MONITORING

1. **<u>General:</u>** City staff will evaluate progress based on the objectives, criteria, work schedule and budget in **Part C through E**, to determine if it is consistent with the initial purpose of the project and in compliance with ARPA and its implementing regulations. All data necessary to review and monitor project progress as determined by the City will be made available to City personnel

or an auditor as designated by the City to oversee compliance monitoring (hereinafter the "Auditor"). This includes, but is not limited to, performance records and interviews with the Subrecipient staff. as required by the City.

City personnel or the designated Auditor will also make field inspections at the office/job site(s), as necessary, including but not limited to the following:

a. The Subrecipient fails to take recommended corrective action;

b. Projects are at high risk of error for activities that serve large number of people;

c. Projects are at high risk based on the amount of funds involved.

2. **Financial Monitoring:** City staff shall monitor, review, and evaluate the financial procedures of the Subrecipient through documents and financial reports submitted to the City and on-site monitoring in accordance with **Part F**. The Subrecipient shall provide and make available to the City such reports and records that will be necessary for a proper financial evaluation. With reasonable notice being given to the Subrecipient, the City may schedule onsite visits as authorized in **Section 8.1** above.

3. **Programmatic Monitoring:** City staff shall monitor, review, and evaluate the Subrecipient. Performance reports will be reviewed and evaluated in accordance with **Part E**. With reasonable notice being given to the Subrecipient the City may schedule on-site visits as authorized in **Section 8.1** above. At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, data, and information as may be necessary.

The Subrecipient shall at any time and as often as the City or the Treasury may deem necessary, make available all its records and data for the purpose of making audits, reviews, examinations, excerpts and transcriptions.

4. **Projects Involving Construction or Renovation:** For all projects requiring building construction or renovation, the construction/renovation must comply with the City building code and all zoning regulations. Additionally, for construction/renovation projects, including fa9ade improvements, a City official will complete a site inspection prior to reimbursements to ensure that materials for which a reimbursement is requested are in place on the building. Reimbursements for construction/building materials and facade improvements will only be made once the materials are in place.

5. **Monitoring Letters and Reports:** Written reports of the City's monitoring findings will be provided to the Subrecipient within 30 days of an official monitoring visit. Such reports will note outstanding performance as well as findings or concerns and recommendations for improvement.

6. **Subrecipient Response:** The Subrecipient shall have 30 days from the receipt of a financial or programmatic monitoring visit letter to address any findings or concerns.

IX. TERMINATION, SANCTIONS AND CLOSEOUTS

1. **Termination:** In the event that the Subrecipient fails to comply with any term of this Agreement, the City may suspend or terminate this Agreement, in whole or in part, or take other remedial action in accordance with **2 CFR§ 200.339 through 200.343**. The City may also terminate this Agreement for convenience.

Furthermore, funding to be made available by the City under this Agreement has been approved by the U.S. Congress. In the event that sufficient funds are not appropriated, at the sole discretion of the City, this Agreement may be terminated in whole or in part.

In the event of termination of this Agreement by the City, when termination is due to Subrecipient noncompliance as set forth above, the Subrecipient shall forfeit to the City all unexpended monies provided under the Agreement. At the City's discretion, the Subrecipient will be required to refund all funds awarded during the period of this Agreement that have already been spent by the Subrecipient and reimbursed by the City.

Should the City desire to terminate this Agreement for noncompliance, it shall first give written notice of the reason for proposed termination. The notice shall set forth the following:

a. Reasonable description of the default reason for termination;

b. Demand for a cure; and

c. Statement of reasonable time within which a cure must be affected. Such reasonable time will be presumed to be not less than five, nor more than fifteen, business days. Such times shall be measured from the actual receipt of said notice.

If the Subrecipient cures the default within the reasonable period of time set forth in the notice, or as otherwise agreed between the parties, the City shall not terminate the Agreement and the written notice of proposed termination shall be deemed revoked, null and void.

2. **Imposition of Sanctions:** The City reserves the right to impose sanctions on the Subrecipient for the violation of any terms of this Agreement, failure to comply with any terms of this Agreement, or failure to undertake the project in a timely manner. Sanctions may include, but are not necessarily limited to, suspension of the grant operations until corrective measures are implemented, withholding any and all project funds, termination of the Agreement, requiring the Subrecipient to return funds already received, or barring the Subrecipient from future funding. No sanction may be imposed pursuant to this paragraph unless the City complies with requirements of **9.1** and the Subrecipient fails to cure the alleged default within the reasonable period of time provided for in the notice or as otherwise agreed between the parties.

3. **Closeout:** The Subrecipient's obligation to the City shall not end until all closeout requirements are completed in accordance with **2 CFR § 200.344**. Activities during the close-out period shall include, but are not limited to, submitting final reimbursement request and final activity/progress report to the City, account for any real or personal property acquired with federal funds, and determining the custodianship of records. Grant closeout is not considered final until the City is fully satisfied that project objectives have been met, at which point the City will issue a close-out grant finalization letter to the Subrecipient.

4. **Post-Closeout Adjustments and continuing Responsibilities:** The Subrecipient acknowledges the provisions of **2 CFR § 200.345** in regard to post-closeout adjustments and continuing responsibilities in relation to the U.S. Department of Treasury and the City of Lansing.

X.TAXES

1. **Payment of Taxes:** The City shall not be liable for the payment of any taxes levied by the City, State, or Federal Governments against the Subrecipient, and all such taxes shall be paid by Subrecipient.

XI. LAWS, REGULATIONS AND SPECIAL CONDITIONS

1. The information in this Agreement is included for the convenience of the Subrecipient and to inform the Subrecipient of the diverse statutory and regulatory requirements to which the acceptance of funds makes them subject. ***For the actual regulatory or statutory requirements, the Subrecipient should consult the actual laws, regulations, and documents referenced in this Agreement.*** In addition to the other requirements set forth herein, the Subrecipient shall likewise comply with the applicable provisions of **31 CFR Part 35**, in accordance with the type of project assisted. All of the referenced regulations are available online, and upon request the City may provide these materials to the Subrecipient.

2. **Debarment and Suspension:** In accordance with **2 CFR § 180.220**, the Subrecipient shall not employ or otherwise engage any debarred, suspended, or ineligible contractors or subcontractors to conduct any activities under this Agreement. The Subrecipient will consult appropriate references, including but not limited to the Excluded Parties Listing System website at https://sam.gov/,to ascertain the status of any third parties prior to engaging their services. The Subrecipient will submit to the City the names of contractors and subcontractors selected under this Agreement, including a certification by the Subrecipient that it has determined that none of these entities are presently debarred, suspended, or ineligible. The following link will provide information on how to look up suspended and debarred companies on sam.gov: https://www.dol.gov/agencies/ocfcp/debarred-list.

3. **Emerging Business Enterprises:** If a Subrecipient solicits or requests an invitation for bids, every effort feasible will be made to contact emerging, minority-owned, and women-owned business enterprises for a response to the solicitation or invitation for bidders. If utilizing a minority subcontractor, the Subrecipient shall summarize what portion of the project the

minority subcontractor handled. At the end of the project, the Subrecipient shall submit a summary of all payments made to the minority subcontractor(s). The Subrecipient shall submit all necessary forms with quarterly reports to assure compliance with this requirement.

4. **Building and Zoning Regulations and Permits:** The Subrecipient agrees to comply with Federal, State and local laws. In particular, the Subrecipient shall comply with all applicable building and zoning regulations. In addition, the Subrecipient shall obtain all necessary permits for intended improvements or building activities.

5. **Section 504 • Persons with Disabilities: The** Subrecipient, in the implementation of projects funded by this Agreement and in all of its other operations, will comply with all requirements of Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CFR Part 8), the Americans with Disabilities Act of 1990 (PL 101-336), and all state and local laws requiring physical and program accessibility to people with disabilities, and agrees to defend, hold harmless, and indemnify the City from and against any and all liability for any noncompliance on the part of the Subrecipient.

6. **Discrimination Prohibited**: No recipient or proposed recipient of any funds, services or other assistance under the provisions of this contract or any program related to this contract shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any project or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, disability, sex or age. For purposes of this section, "project or activity" is defined as any function conducted by an identifiable administrative unit of the Subrecipient receiving funds pursuant to this contract.

The Subrecipient further agrees to implement and comply with the "Revised Non-Discrimination and Equal Employment Opportunity Statement for Contracts or Agreements" as provided in **Part H.**

7. **Nepotism:** No person shall be employed or contracted with if a member of his or her immediate family is on the Board of Directors of the Subrecipient or is employed in an administrative capacity by the Subrecipient. For the purposes of this section: "immediate family'' includes: wife, husband, daughter, son, mother, father, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, stepparent and stepchild and "administrative capacity" includes those who have selection, hiring, supervisory or operational responsibility for the project.

8. **Conflict of Interest:** The Subrecipient hereby severally warrants that it will establish and adopt safeguards to prohibit members, officers, and employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. Further, in accordance with **2 CFR § 200.318{c).** no employee, officer, or agent of the Subrecipient who exercises any functions or responsibility with respect to the program during his or her tenure, or for one year thereafter, shall have any financial interest or benefit, direct

or indirect, in any contract or subcontract, or the proceeds thereof, either for themselves or those with whom they have family or business ties, for work to be performed in connection with the project assisted under this Agreement.

9. **Political Activity Prohibited:**

a. None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for partisan political activity.

b. The funds provided under this contract shall not be engaged in any way in contravention of Chapter 15 of Title 5, U.S Code (USC).

10. **Lobbying Prohibited**: None of the funds provided under this contract shall be used for lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America or the Legislature of the State of Michigan. The Subrecipient shall assure compliance with the regulations at **2 CFR § 200.450** by submitting, and requiring all applicable subcontractors to submit, a certification of compliance with this provision.

The Subrecipient certifies to the best of its knowledge and belief that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

XII. MISCELLANEOUS CLASUES AND NOTICES

1. **Terms Herein Controlling Provisions:** The terms of this Agreement shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement.

2. **Choice of Law:** This Agreement shall be interpreted under and governed by the laws of the State of Michigan. Any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Lansing. MI.

3. **Acceptance of Agreement:** This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

4. **Arbitration, Damages. Jury Trial and Warranties:** The Subrecipient and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void. The City does not ever accept binding arbitration or the payment of damages or penalties upon the occurrence of a contingency, and expressly denies such acceptance for this Agreement. The City never consents to a jury trial to resolve any disputes that may arise hereunder, and expressly denies such consent for this Agreement. Subrecipient waives its right to a jury trial to resolve any disputes that may arise hereunder

No provision of any document within the Agreement between the Parties will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

5. **Insurance:** City shall not be required to purchase any insurance against any liability loss or damage to which this Agreement relates, nor shall this Agreement require the City to establish a "self-insurance" fund to protect against any such loss or damage. Subrecipient shall bear the risk of any loss or damage to any personal property to which Subrecipient holds title.

6. **Findings Confidential:** Except as provided by law, all reports, information, data, and documentation prepared or assessed by the City, or the Subrecipient under this Agreement are confidential. The Subrecipient agrees that the reports shall not be made available to any individual or organization without the prior written approval of the City.

Subrecipient may have access to private or confidential data maintained by City to the extent necessary to carry out its responsibilities under this Agreement. Subrecipient must comply with all the requirements of the Michigan Freedom of Information Act (MCL 15.231 et seq.) in providing services and/or goods under this Agreement. Subrecipient shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained, or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Subrecipient must agree to return any or all data furnished by the City promptly at the request of City in whatever form it is maintained by Subrecipient. Upon the termination or expiration of this Agreement, Subrecipient shall not use any of such data or any material derived from the data for any purpose and, where so instructed by City, shall destroy or render such data or material unreadable. The parties accept that City must comply with the Michigan Freedom of Information Act (MCL 15.231 et seq.) and will produce upon written request all documents pertaining to this Agreement other than those covered by express exceptions to disclosure listed in the Act.

7. **Dissemination of Information:** The Subrecipient, at such times and in such forms as the Treasury and/or the City may require, shall furnish to the Treasury and/or the City, such statements, records, reports, data and information the Treasury and/or the City may request pertaining to matters covered by this contract. All reports, information, data and other related materials, prepared or assembled by the Subrecipient under this contract, are confidential and shall not be made available to anyone other than an appropriate agency of the United States government without the prior written approval of the City or as set forth in the Michigan Freedom of Information Act (MCL 15.231 et seq.).

8. **Identification of Documents and Projects**: All projects, reports, maps, news releases and/or other documents undertaken as part of this Agreement, other than documents exclusively for internal use with City staff, shall contain the following posted information at the project site or the front cover or title page of any reports or documents, or in the case of maps, in an appropriate block: "City of Lansing", then name of the Subrecipient, and, in the case of written material, the month and year of preparation and the following information regarding Federal assistance: 'The funding of this project, report, map, document, etc., was financed (in whole or in part) through a grant of ARPA funds from the U.S. Department of Treasury and the City of Lansing."

9. **Compliance with Law:** Subrecipient shall comply with all applicable local, state and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state and federal laws are specifically referenced in the Agreement to which this attached is incorporated.

10. **Third Party Exclusion:** This Agreement is intended solely for the benefit of City and Subrecipient and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. No third party may sue for damages based on the terms or performance of this Agreement.

11. **Independent Contractor:** The parties agree that the relationship between the Subrecipient and the City shall be that of an independent contractor. No employee or agent of the Subrecipient shall be considered an employee of the City and this Agreement in no manner shall be construed to be that of a partnership between the parties. Given this independent contractor relationship, the parties further agree:

> a. Subrecipient is not entitled to any benefits from City, including but not limited to: (a) unemployment insurance benefits; (b) workers' compensation coverage; or (c) health insurance coverage. Contactor may only receive such coverages if provided by Subrecipient or an entity other than City. Subject to the foregoing, Subrecipient hereby waives and discharges any claim, demand, or action against City's workers' compensation insurance and/or health insurance and further agrees to indemnify City for any such claims related to Subrecipient's operations or the performance of services by Subrecipient hereunder.

b. The parties hereby acknowledge and agree that City will not: (a) require Subrecipient to work exclusively for City; (b) establish means or methods of work for Subrecipient, except that City may provide plans and specifications regarding the work but will not oversee the actual work. City may establish performance standards for the contracted outcomes; (c) pay to Subrecipient a salary or hourly rate, but rather will pay to Subrecipient a fixed or contract rate; (d) provide training for Subrecipient on performance of the services to be done; City may provide informational briefing on known conditions; (e) provide tools or benefits to Subrecipient (materials and equipment may be supplied if negotiated); (D dictate the time of Subrecipient's performance; and (g) pay Subrecipient personally; instead, City will make all checks payable to the trade or business name under which Subrecipient does business.

c. Subrecipient does not have the authority to act for City, to bind City in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of City.

d. Unless given express written consent by City, Subrecipient agrees not to bring any other party (including but not limited to employee, agents, subcontractors, sub-subcontractors, and vendors) to perform or be involved with work to be performed in connection with the project.

e. If Subrecipient is given written permission to have other parties on the site, and Subrecipient engages any other party which may be deemed to be an employee of Subrecipient, Subrecipient will be required to provide the appropriate workers' compensation insurance coverage as required by operation of law or other agreement.

f. Subrecipient has and hereby retains control of and supervision over the performance of Subrecipient's obligations hereunder. Subrecipient agrees to retain control over any allowed parties employed or contracted by Subrecipient for performing the services hereunder and take full and complete responsibility for any liability created by or from any actions or individuals brought to the project by Subrecipient.

g. Subrecipient represents that it is engaged in providing similar services to the general public and not required to work exclusively for City.

h. All services are to be performed solely at the risk of Subrecipient and Subrecipient shall take all precautions necessary for the safety of its and the City's employees, agents, subcontractors, sub- subcontractors, vendors, along with members of the general public it encounters while performing the work.

i. Subrecipient will not combine its business operations in any way with City's business operations and each party shall maintain their operations as separate and distinct.

XIII. APPENDICES

All Appendices, as listed below and referenced in this Agreement, all amendments mutually agreed upon, and modifications made by both parties are hereby incorporated as though fully set forth herein.

Part A -Application

Part B -Project Information

Part C -Budget

Part D – City of Lansing Vendor Registration

Part E – Financial Statements

Part F – Reporting Schedule

Part G – Supporting Document

XIV. AUTHORIZATION TO ENTER INTO CONTRACT

The undersigned person signing as an officer on behalf of the Subrecipient, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter into this Agreement on behalf of said Subrecipient and to bind the Subrecipient to this Agreement, and further that said Subrecipient has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

IN WITNESS WHEREOF, this agreement is executed and shall become effective as of the date signed below:

Dated this ________________________ day of ____________________, 2022

SUBRECIPIENT	City of Lansing, LANSING, MI
______________________________ Subrecipient Organization/Business	
______________________________ Subrecipient Signature Date	____________________ City Attorney Date
______________________________ Desiree A Kirkland Date Chief Financial Officer	____________________ Mayor Andy Schor Date

ARPA Contract Attachment – Project Information

Lansing Equitable Economic Development Initiative

Project Information

1. **Provide Technical Assistance for Lansing BIPOC Owned Small Businesses**

The LEDC has identified the need to provide technical assistance to help Lansing's small BIPOC businesses with all aspects of starting or expanding a small business in the city. The LEDC will work with consultants and agencies to provide these services.

2. **Enhanced Lansing One & All Program for Lansing Residents**

The LEAP One & All Program has been a great success in the Lansing region, helping over 120 businesses. Many of these businesses are in the City of Lansing and the Lansing EDC has recognized that for these businesses to continue to be successful, they need additional assistance. Thus, the LEDC has proposed to create an enhanced version of the One & All program that specifically targets Lansing based businesses. This enhanced version of the program would match all City of Lansing One & All graduates with an additional $2,500 (majority are Lansing residents, at or below ALICE income levels). Additionally, the LEDC will work with LEAP to identify previous All & One graduates in Lansing and offer them an opportunity to apply for grant funds to help them with the continued success of their businesses.

3. **BIPOC (Underrepresented) Small Business Grant Program**

The struggle to find funding for BIPOC small businesses continues in Lansing due to the lasting effect of COVID and the slow recovery of the economy. The ARPA funds provide a great opportunity to help these businesses to survive and even thrive in Lansing. As a result, the Lansing EDC has proposed to create and implement a BIPOC Small Business Grant Program.

4. **Provide assistance with Business and Development Projects that impact key areas of need in Lansing**

The LEDC has had great success fostering economic development project throughout the City. These projects have created positive and lasting effects on their surrounding areas and neighborhoods. They are also catalysts for additional redevelopment and investment that pull the entire area upward out of disrepair. However, there are certain areas of the City that are much more challenging to attract private investment and development. These areas typically contain properties with redevelopment potential but have added costs which make them uneconomical to develop. Thus, the Lansing EDC proposes to use a portion of the LEED funds to directly target redevelopment projects in key areas of focus in the City.

5. **Help BIPOC Developers to participate in development opportunities in Lansing**

The LEDC believes there is a need to help facilitate real estate development projects in underserved areas of Lansing. Additionally, there are many people in the BIPOC community that would like to participate in the redevelopment of their neighborhoods and community but need help with the nuts and bolts of small-scale real estate development including the basics of identification, acquisition, financing, leasing, and project management for neighborhood-based residential and commercial development projects.

Modeled after the Building Community Value Detroit program, the Lansing EDC proposes to create a program that will connect BIPOC participants to resource partners, programs, financing, and development incentives so they can undertake and successfully complete development projects in Lansing.

6. **Build LEDC LEED Program Admin/Staff Capacity**

In order to successfully implement the Lansing EDC LEED Initiative, the LEDC will need to allocate staff capacity and potentially bring on an additional full-time staff person.

Corridor Improvement Authorities

Project Information

The Corridor Improvement Authorities actions are guided by Development & Finance Plans that outline corridor revitalization projects for the Authority to undertake. The funds allocated to the Corridor Improvement Authorities will go toward the implementation of the projects described in the plan.

Corridor Façade Program

Project Information

The Michigan Avenue Corridor Improvement Authority, the Capital Region Community Foundation and the City of Lansing are collaborating on a cohesive Façade Improvement Project for the businesses on the northern side of the 2000 block of E. Michigan Avenue. Additional funds will be strategically allocated for façade improvements along other corridors in the City of Lansing.

LEDC ARPA Budget

LEED Initiative

Program	Activity	Year 1	Year 2	Total
Technical Assistance		$150,000.00	$150,000.00	
	Technical Assistance providers			$300,000.00
Program Sub-Total				**$300,000.00**
Enhanced One & All		$245,000.00	$80,000.00	
	Former Graduate Support (66 Graduates @$2,500)			$165,000.00
	2023 Graduate Support (32 Graduates @ $2,500)			$80,000.00
	2024 Cohort Support (32 Graduates @ $2,500)			$80,000.00
Program Sub-Total				**$325,000.00**
Small Business Development Grants		$200,000.00	$200,000.00	
	2023 Small Business Grants (20 Awards, Average Amount $10,000)			$200,000.00
	2024 Small Business Grants (20 Awards, Average Amount $10,000)			$200,000.00
Program Sub-Total				**$400,000.00**
Developer Diversification Fund		$155,000.00	$200,000.00	
	Training and Education			$100,000.00
	Pre-Development Services			$155,000.00
Program Sub-Total				**$355,000.00**
Targeted Redevelopment Fund		$200,000.00	$220,000.00	
	4 Projects, Average Award $105,000			$420,000.00
Program Sub-Total				**$420,000.00**
Staff Capacity	Direct Staff Support Costs (1,888.5 hours x $50.43 combined hourly rate x 2 years)	$100,000.00	$100,000.00	$190,476.00
	Indirect Staff Costs (5% of Direct Support Costs)			$9,524.00
Program Sub-Total				**$200,000.00**
Total		**$1,050,000.00**	**$950,000.00**	**$2,000,000.00**

Corridor Improvement Authority				
Program	**Activity**	**Year 1**	**Year 2**	**Total**
MACIA	Development Plan Implementation			$100,000.00
SMLKCIA	Logan Square Redevelopment Study			$10,000.00
	Development Plan Implementation			$90,000.00
SSCIA	Development Plan Implementation			$100,000.00
Lansing Gateway CIA	Development Plan Implementation			$100,000.00
Total				**$400,000.00**

Façade Improvement				
Program	**Activity**	**Year 1**	**Year 2**	**Total**
Michigan Avenue 2000 Block Façade Project				$100,000.00
Targeted Façade Program				$75,000.00
Total				**$175,000.00**

LEDC Transition				
Program	**Activity**	**Year 1**	**Year 2**	**Total**
Transition				$100,000.00
Total				**$100,000.00**

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

At a rescheduled meeting of the Board of Directors of the Economic Development Corporation of the City of Lansing held on Friday, December 16, 2022 at 2:00 p.m., pursuant to notice duly given:

PRESENT: Members:

ABSENT: Members:

The following preamble and resolution was offered by;

Member: , and seconded by:

Member:

LEDC 2022-2023 Budget Amendment:

WHEREAS, on Friday, January 14, 2022, the Lansing Economic Development Corporation Board of Directors (LEDC Board) adopted a resolution approving a Brownfield Grant Program request up to $1,000,000 to the Michigan Department of Environment, Great Lakes, and Energy (EGLE), which has since been awarded by EGLE in FY2023, to alleviate the costs of environmental activities and other eligible project costs for the development known as Stadium North Lofts and Stadium North Senior Lofts located at 500 N. Cedar St., Lansing; and

WHEREAS, on Friday, August 5, 2022, LEDC Board approved the FY2023 Façade Improvement Program Contract with the City of Lansing in the amount of $175,000; and

WHEREAS, on Friday, December 16, 2022, the LEDC Board adopted a resolution approving a Sub-Recipient Agreement in the amount of $2,675,000 in City of Lansing ARPA Funds for implementation of and Equitable Economic Development Initiative, a targeted Façade Improvement Program, Corridor Improvement Authority Support, and LEDC Conversion Activities; and

WHEREAS, current FY2022/2023 expenditures are projected to be lower than budgeted in some budget categories, including Rent, allowing available funds to be redirected to support additional expenditures under Operational Equipment & Services needed to facilitate services provided under the LEDC's contract for economic development services with the City of Lansing (Contract).

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

1. Lansing Economic Development Corporation Board of Directors (LEDC Board) approves amending the Fiscal Year 2022/2023 budget to reflect the above-mentioned acceptance and use of funds and changes to revenue and operational expenditures by adjusting General Operating Revenue and Expenditure line items as follows:

	Adopted FY22/23 Budget	Amended FY22/23 Budget (by this amendment)	Change
General Operating Revenues			
Project Review Fees	$20,000	$30,000	$10,000
Façade Grant Contract City of Lansing	$200,000	$175,000	($25,000)
ARPA Contract City of Lansing	$ -	$2,675,000	$2,675,000
Stadium North EGLE Grant	$ -	$1,000,000	$1,000,000
General Operating Expenditures			
Stadium North EGLE Grant	$ -	$1,000,000	$1,000,000
Façade Grant Program City of Lansing	$200,000	$175,000	($25,000)
ARPA LEED Initiative	$ -	$2,000,000	$2,000,000
ARPA CIA Allocations	$ -	$400,000	$400,000
ARPA Façade Program	$ -	$175,000	$175,000
ARPA LEDC Conversion/Start-Up	$ -	$100,000	$100,000
Rent	$60,000	$45,000	($15,000)
Operational Equipment & Services	$25,271	$50,271	$25,000

2. Additionally, the LEDC agrees that if any section, clause or phrase of this Resolution is declared as invalid by a court of law, that ruling shall not affect the intent and purpose of this Resolution and validity of the remaining provisions of the Resolution.

3. Finally, the LEDC declares that all resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are repealed.

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

YEAS:

NAYS:

ABSTENTIONS:

ABSENT:

PREAMBLE AND RESOLUTIONS DECLARED ADOPTED.

STATE OF MICHIGAN)
) ss.
COUNTY OF INGHAM)

I hereby certify that the foregoing is a true and a complete copy of a preamble and resolutions adopted at a meeting of the Economic Development Corporation of the City of Lansing held on the 16th day of December 2022, and said preamble and resolutions are on file in the office of the Economic Development Corporation of the City of Lansing and are available to the public. Public notice of the meeting was given pursuant to and in compliance with Act No. 267, Public Acts of Michigan 1976, including in the case of a special or re-scheduled meeting, notice by publication or posting of at least eighteen (18) hours prior to the time set for the meeting. In addition, the meeting was held in full compliance with the Board's By-Laws.

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

____

Andrea Binoniemi, Chair
LEDC Board of Directors

LANSING ECONOMIC DEVELOPMENT CORPORATION (LEDC)

FY 2022/2023 BUDGET

Description	FY 2020/2021 Actual	FY 2021/2022 Amended Budget	FY 2022/2023 Adopted Budget 6/10/2022	FY 2022/2023 DRAFT Finance Report 7/1-10/31/2022	FY 2022/2023 DRAFT Projected Budget	FY 2022/2023 Proposed Amendment 12/16/2022	Amendment Change from FY 2022/2023 Budget
General Operating Income							
Brownfield Admin	180,385	210,070	230,356	150,117	230,356	230,356	
City of Lansing Contract	-	300,000	300,000	300,000	300,000	300,000	
Annual Issuer's Fees	14,363	49,850	85,269	0	85,269	85,269	
Project Review Fees	-	-	20,000	20,000	30,000	30,000	10,000
TIFA Admin	192,800	228,423	195,000	1,578	195,000	195,000	
From/(To) Fund Balance	400,000	150,000	-	0	-	-	
Façade Grant Contract City of Lansing	-	175,000	200,000	0	175,000	175,000	(25,000)
ARPA Contract City of Lansing	-	-	-	-	2,675,000	2,675,000	2,675,000
CDBG-CV/Lansing CARES	660,000	-	-	-	-	-	
Allen Place EGLE Grant	-	-	-	-	-	-	
Stadium North EGLE Grant	-	-	-	-	1,000,000	1,000,000	1,000,000
City of Lansing ARPA Funds	-	-	-	-	-	-	
Loan Interest	1,679	1,172	7,273	489	7,273	7,273	
Interest Income	2,098	3,000	3,000	243	3,000	3,000	
Miscellaneous Revenue	-	50	5,000	-	5,000	5,000	
Total General Operating Income	**1,451,324**	**1,117,565**	**1,045,898**	**472,426**	**4,705,898**	**4,705,898**	**3,660,000**

Description	FY 2020/2021 Actual	FY 2021/2022 Amended Budget	FY 2022/2023 Adopted Budget 6/10/2022	FY 2022/2023 DRAFT Finance Report 7/1-10/31/2022	FY 2022/2023 DRAFT Projected Budget	FY 2022/2023 Proposed Amendment 12/16/2022	Amendment Change from FY 2022/2023 Budget
General Operating Expenditures							
Depreciation	-	-	-	-	-	-	
Contractual Services	629,584	632,929	92,933	19,302	92,933	92,933	
Personnel	-	-	434,738	133,295	434,738	434,738	
Personnel Fringe and Benefits	-	-	183,044	16,115	183,044	183,044	
Insurance & Bonds	15,875	21,960	15,012	5,309	15,012	15,012	
Marketing, Promotions & Business Attraction	-	5,000	20,000	-	20,000	20,000	
Travel & Conferences & Training	-	6,000	10,000	4,051	10,000	10,000	
Miscellaneous Operating	1,288	1,876	4,000	1,009	4,000	4,000	
CDBG-CV/Lansing CARES	660,000	-	-	-	-	-	
Allen Place EGLE Grant	-	-	-	-	-	-	
Stadium North EGLE Grant	-	-	-	-	1,000,000	1,000,000	1,000,000
LSBRP Rescue Fund	-	-	-	-	-	-	
LBA Econ Dev Analysis	-	150,000	-	-	-	-	
Façade Grant Program	-	175,000	200,000	419	175,000	175,000	(25,000)
ARPA LEED Initiative	-	-	-	-	2,000,000	2,000,000	2,000,000
ARPA CIA Allocations	-	-	-	-	400,000	400,000	400,000
ARPA Façade Program	-	-	-	-	175,000	175,000	175,000
ARPA LEDC Conversion/Start Up	-	-	-	-	100,000	100,000	100,000
Rent	-	-	60,000	12,800	45,000	45,000	(15,000)
Utilities	-	-	-	-	-	-	
Operational Equipment & Services	-	60,000	25,271	27,650	50,271	50,271	25,000
To/(From) Fund Balance	-	-	-	-	-	-	
Bank Fees	110	600	900	429	900	900	
Total General Operating Expenses	**1,306,857**	**1,053,365**	**1,045,898**	**220,379**	**4,705,898**	**4,705,898**	**3,660,000**
Less Depreciation Expense			-				
Total General Operating Expenses	**1,306,857**	**1,053,365**	**1,045,898**			**4,705,898**	**3,660,000**
Net Income	**(255,533)**	**64,200**	**(0)**			**(0)**	**-**
Add Back Depreciation Expense	**-**	**-**	**-**			**-**	**-**
Net Income	**(255,533)**	**64,200**	**(0)**			**(0)**	**-**

2023 REGULAR BOARD OF DIRECTORS MEETING SCHEDULE

Lansing Economic Development Corporation (LEDC)
Lansing Brownfield Redevelopment Authority (LBRA)
Tax Increment Finance Authority (TIFA)

Time and Location*
Lansing Economic Development Corporation (LEDC) Boardroom
230 N. Washington Square, Suite #209
Lansing, Michigan 48933
8:30 AM

Friday, January 13, 2023 **

Friday, February 3, 2023

Friday, March 3, 2023 ***

Friday, April 7, 2023

Friday, May 5, 2023

Friday, June 2, 2023

Friday, July 7, 2023

Friday, August 4, 2023

Friday, September 8, 2023***

Friday, October 6, 2023

Friday, November 3, 2023

Friday, December 1, 2023

**Time and/or Location of meetings subject to change with notice*
***Annual Board of Directors Meeting*
****TIFA Informational Meetings*

Adopted by the Board of Directors on: January __, 2023