Board of Directors Meeting
Friday, April 14, 2023 – 8:30 AM
Lansing EDC Office
230 N. Washington Square, 2nd Floor Boardroom, Ste. 209
Lansing, MI 48933

AGENDA

1. Call to Order
2. Approval of LBRA Board Meeting Minutes – Friday, March 03, 2023
3. Finance Update
4. Collins and Dunckel Beautification Bid Approval (ACTION)
5. Logan Square Study Update
6. Open Forum for LBRA Board Members
7. Other Business
8. Public Comment
9. Adjournment

Board of Directors Meeting

Friday, March 03, 2023 – 8:30 AM

Lansing EDC Office - 230 N. Washington Sq., Lansing, MI 48933

MINUTES

Members Present:	Dr. Alane Laws-Barker, Chaz Carrillo, Calvin Jones, Barbara Kimmel, Sandra Lupien, Catherine Rathbun, Jordan Sutton
Members Absent:	Shelley Davis Boyd, Michael McKissic
Staff Present:	Karl Dorshimer, Kris Klein, Brandy Nelson, Aurelius Christian, Simon Verghese
Guests:	Rhonda Jones (Board of Water and Light)

Call to Order
Chair Jones called the meeting to order at 9:48 AM.

Approval of LBRA Board Meeting Minutes – Friday February 03, 2023 (ACTION)
MOTION: Member Rathnbun moved to approve the LBRA meeting minutes from the Friday February 03, 2023, Board of Directors meeting, as presented. Motion seconded by member Carrillo.
YEAS: Unanimous, motion carried

Logan Square Update
Christian reported that the developers are continuing to gather public feedback. A presentation is being recorded to make available to those who couldn't be at event. The study is on track to be completed in June or July.

Open Forum for LBRA Board Members
None.

Other Business
None.

Public Comment
None.

Adjournment

Chair Jones called the Lansing Brownfield Redevelopment Authority meeting to adjournment at 9:53 AM.

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

Exhibit A
Reimbursement Agreement

REIMBURSEMENT AGREEMENT

This Brownfield Reimbursement Agreement (the "**Agreement**") is made as of November 29, 2018 among the Lansing Brownfield Redevelopment Authority (the "**Authority**"), a public body corporate with offices at 1000 South Washington Avenue, Lansing, MI 48910; and WP Lansing-MI Owner, LLC with a business address of 13355 Noel Road, Suite 1310 Dallas, TX 75240 (the "Developer"). The Authority and the Developer, collectively, shall be referred to as the "**Parties**" throughout the Agreement.

RECITALS

A. The Authority was created by the City of Lansing (the "**City**") pursuant to the Brownfield Redevelopment Financing Act, 1996 P.A. 381, as amended (the "**Act**"), and, pursuant to the Act, the Authority has prepared a Brownfield Plan to include the Property (as defined below) which was duly approved by the City Council on October 8, 2018 following a public hearing on August 27, 2018, a copy of which is attached as **Exhibit A** (the "**Brownfield Plan**").

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

C. The Developer has also entered into an Agreement in Consideration of Development Incentives with the City of Lansing and the Authority, a copy of which is attached as **Exhibit C** (the "**Development Agreement**").

D. Provided it obtains any needed zoning and building approvals from the City and others, the Developer plans to develop on the Property certain improvements (the "**Improvements**") as described in the Brownfield Plan. The Improvements will increase the tax base for the relevant taxing jurisdictions and support the employment base in the City. The Improvements include eligible activities as defined by the Act (the "**Eligible Activities**").

E. In order to make the Improvements on the Property, the Developer will incur costs to complete the Eligible Activities. These costs are more fully described in the Brownfield Plan ("**Eligible Costs**"). It is recognized that the Brownfield Plan is based upon estimated costs and may increase or decrease depending on the nature and extent of the Brownfield conditions and other unknown conditions encountered on the Property. The actual cost of those Eligible Activities encompassed by the Brownfield Plan that will qualify for reimbursement from Tax Increment Revenues (defined below) shall be governed by the terms of this Agreement. No costs of Eligible Activities will be qualified for reimbursement except to the extent permitted in accordance with the terms and conditions of this Agreement, Brownfield Plan and the Act. The amount reimbursed for Eligible Activities may be adjusted up or down between the various categories of Eligible Activities, up to the maximum total reimbursement of $6,650,727.00.

F. In accordance with the Act and the Brownfield Plan, the Parties desire to use the property tax revenues that are generated from an increase in the Property's taxable value due to the

Improvements ("**Tax Increment Revenues**") to reimburse the Developer for Eligible Costs it incurs in improving the Property.

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

TERMS AND CONDITIONS

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

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

2. Construction of Development. The Developer shall proceed with due care and diligence to complete the Improvements and undertake and complete the Eligible Activities resulting in the Eligible Costs, all in accordance with this Agreement, the Brownfield Plan, Development Agreement and all applicable laws, rules, regulations, permits, orders, and authorized requirements of any official or agency of competent jurisdiction.

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

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

(a) a written statement detailing the costs,

(b) a written explanation as to why the amounts requested are subject to reimbursement pursuant to the Brownfield Plan and this Agreement,

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

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

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

(f) a statement from the engineer and project manager overseeing the work stating the Eligible Activities have been completed and all invoices have been paid, and recommending reimbursement; and

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

(h) any other information which may be reasonably required by state authorities or reasonably required by the Authority.

The Developer may submit a reimbursement request including such information ("**Reimbursement Request**") whenever it is available even though Tax Increment Revenues for the reimbursement may not be available at the time of submittal. As Tax Increment Revenues become available, the Authority will reimburse the Developer those Eligible Costs which have been approved by the Authority as directed by the Brownfield Plan. The Developer and Authority agree that the Authority may do so but is not obligated to reimburse Eligible Activities conducted after June 30, 2021, with the exception of reimbursement for Public Improvements, as described below.

5. Developer's commitment to fund Public Infrastructure Improvements.

An integral part of the Brownfield Plan is Developer's contribution of $500,000 ("**Infrastructure Funding Amount**") for public infrastructure improvements at or near the intersection of Dunckel and Collins Roads ("**Public Improvements**"). The Public Improvements shall be considered Eligible Activities, and shall be eligible for reimbursement to Developer after payment of the Infrastructure Funding Amount and submission of a Reimbursement Request by Developer, or assignment of reimbursement rights to Developer by Authority and/or Lansing (according to the approved Brownfield Plan) and submission of a Reimbursement Request by Developer.

The Infrastructure Funding Amount shall be deposited in an account at a regulated financial institution chosen by Authority ("**Deposit Account**"). The Deposit Account shall be owned by Authority. The deposit of the Infrastructure Funding Amount shall be made by Developer no later than January 15, 2020.

In the event Developer does not deposit the Infrastructure Funding Amount as required above, Developer will be considered in default of the Reimbursement Agreement and the Development Agreement; and as a consequence of such default Authority shall have the right to apply all tax capture to reimbursement of up to $500,000 of Public Improvements funded by LBRA before paying any Tax Increment Revenues to another entity for Eligible Activities per the Brownfield Plan and the Act.

In the event the Infrastructure Funding Amount placed in the Deposit Account is obtained by Developer through borrowing, then the interest cost of the Infrastructure Funding Amount shall be reimbursable with Tax Increment Revenues, per the Brownfield Plan, at the earliest date permitted under the Brownfield Plan or this Agreement.

The Authority shall have sole authority to select the Public Improvements to be funded by the Infrastructure Funding Amount and determine the timing of construction of such improvements. However, all payments for Public Improvements from the Deposit Account must be made within five (5) years of the date of January 15, 2020, and any balance remaining in the Deposit Account after January 15, 2025 shall be returned to Developer. The fact that payment for Public Improvements may be made from the Deposit Account shall not affect the designation and treatment of Public Improvements as Eligible Activities.

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

(a) Within sixty (60) days of its receipt of the materials identified in paragraph 4 above, the Authority shall decide whether the payment request is for Eligible Costs and whether such costs are accurate. If the Authority determines all or a portion of the requested payment is for Eligible Costs and is accurate, it shall see that the portion of the payment request that is for Eligible Costs is processed for payment as provided in subparagraph (b) below. If the Authority disputes the accuracy of any portion of any payment request or that any portion of any payment is for Eligible Costs, it shall notify the Developer in writing of its determination and the reasons for its determination. The Developer shall have forty-five (45) days from its receipt to provide the Authority a written response to the Authority's decision and the reasons given by the Authority. Within forty-five (45) days of receiving the written response from the Developer, the Authority shall make a final determination on the eligibility of the disputed cost(s) and inform the Developer in writing of its determination. The final determination shall be binding upon the Developer.

(b) Once it approves any request for payment as Eligible Costs and approves the accuracy of such costs, the Authority shall pay to the Developer pursuant to this Agreement, the Brownfield Plan and Development Agreement

(c) The reimbursement obligation under this Agreement shall expire upon the earlier of (i) expiration of the Brownfield Plan obligation to the Developer, or (ii) payment by the Authority to the Developer of all LBRA approved amounts due to the Developer under this Agreement or (iii) payment by the Authority to the Developer of all LBRA approved amounts due to the Developer from Tax Increment Revenues captured from the Property prior to January 1, 2041.

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

(1) Payment for Administrative Fees. The Authority will collect a payment for administrative fees annually from Tax Increment Revenues equaling 5 percent of the amount of Tax Increment Revenue collected each year that is derived from "Local Taxes", as defined by the Act. The purpose of this payment is to cover administrative costs and fees, as defined in section 7.(1)(h) of Act 381, that are part of the approval of the Brownfield Plan, an Act 381 Work Plan and any Eligible Activity on an eligible property. The payment is a reimbursable administrative cost reimbursable from Tax Increment Revenues under Section 13b(7) of the Act, and related to the satisfaction and performance of the terms of this Agreement. The Developer acknowledges that payment of the administrative fees will be made from Tax Increment Revenues before payments to the LBRF (defined below) and before any payments of amounts due to the Developer hereunder.

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

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

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

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

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

11. Miscellaneous.

(a) This Agreement, the Brownfield Plan, and the Development Agreement are all the agreements between the parties as to their subject matter. All previous negotiations, statements and preliminary instruments of the parties or their representatives are merged into those agreements. This Agreement shall not be amended or modified except in writing signed by all the parties. It shall not be affected by any course of dealing and the waiver of any breach shall not constitute a waiver of any subsequent breach of the same or any other provision.

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

(c) This Agreement shall terminate when the reimbursement obligation under this Agreement expires according to paragraph 6 (c) above.

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

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

If to Authority: Lansing Brownfield Redevelopment Authority
1000 South Washington Avenue, Suite 201
Lansing, MI 48910
Attn: Karl Dorshimer

If to Developer: WP Lansing-MI Owner, LLC
13355 Noel Road, Suite 1310
Dallas, TX 75240
Attn. Chris Harness

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

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

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

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

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

DEVELOPER **WP LANSING-MI OWNER, LLC**	**LANSING BROWNFIELD** **REDEVELOPMENT AUTHORITY**
By:______________________ Chris Harness, Authorized Signatory	By:______________________ Karl R. Dorshimer, LBRA Representative

Exhibit B
Project Renderings

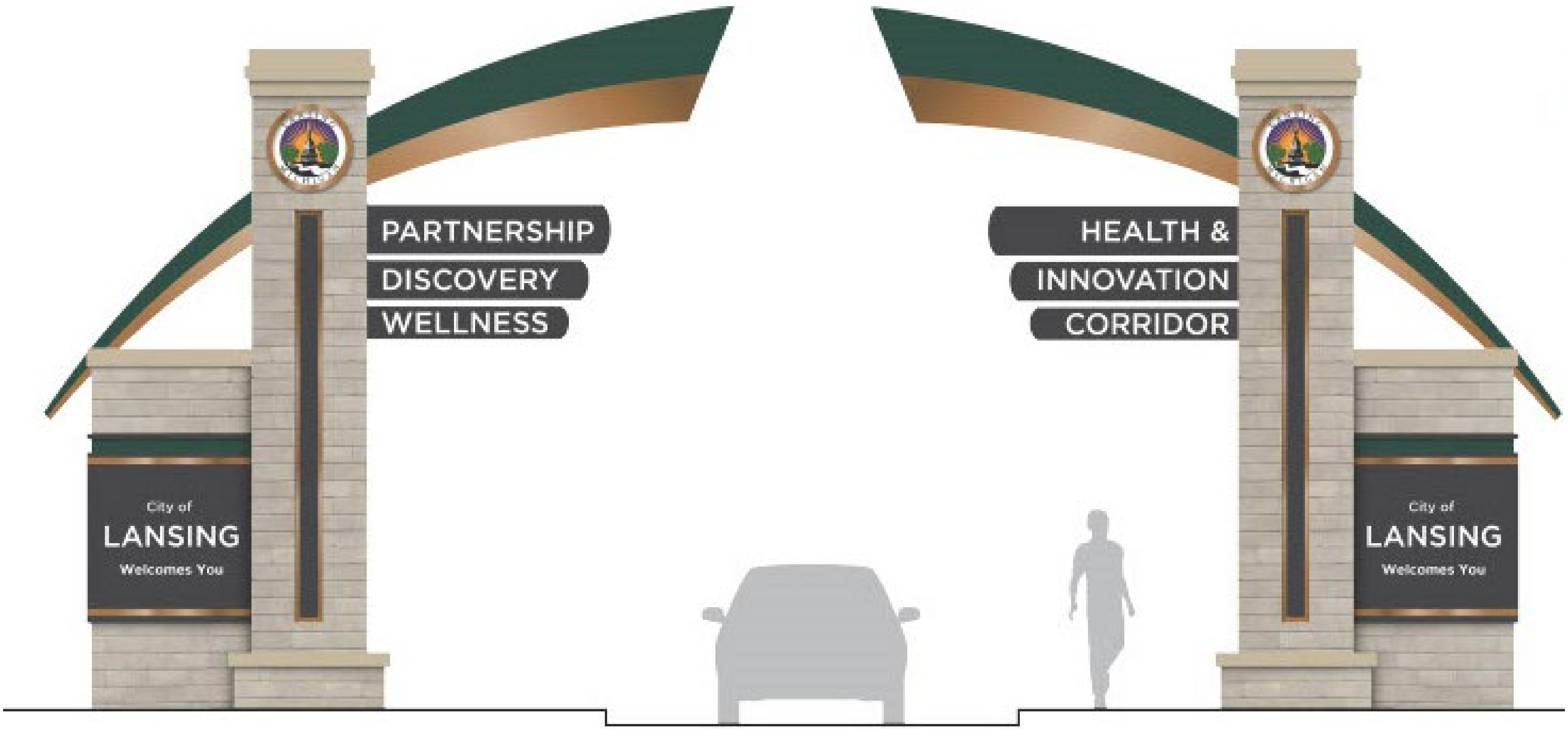
PARTNERSHIP
DISCOVERY
WELLNESS
HEALTH &
INNOVATION
CORRIDOR
City of
LANSING
Welcomes You
City of
LANSING
Welcomes You

Exhibit C

Moore Trosper Construction Company Bid

PROPOSAL FORM
for
CORRIDOR ENTRY SIGN INSTALLATION
COLLINS/DUNCKEL ROADS

Lansing Brownfield Redevelopment Authority (LBRA)
ATTN: Collins and Dunckel Signage Installation Bid
230 N Washington Square, Suite 208
Lansing, MI 48933

Dear LBRA: The undersigned having familiarized him/herself with the existing conditions of the Project Area affecting the cost of the work, and with the Bidding Documents, which include the Invitation for Bids, Instructions to Bidders, the Proposal Form, Addenda (if any), Statement of Bidder's Qualifications, General Conditions, Supplementary Conditions, Technical Specifications (including General Requirements), Form of Labor and Material Bond, Form of Performance Bond, Drawings as prepared by Landscape Architects and Planners, Inc., and Form of Agreement, hereby proposes to furnish all permits, materials, labor, supervision, equipment, tools, incidentals, appurtenances, services, bonds, and insurance required to complete the work in accordance with the specifications and conditions contained herein in consideration of the sum or sums stated below.

BASE BID: Includes all work indicated in the Project Manual and on the Drawings for this Project. All work will be awarded under one contract.

Four Hundred Sixteen Thousand

Dollars ($ 416,000)

Acknowledging Addendum #1 dated 2/23/23 & Addendum #2 dated 3/3/23.

VOLUNTARY ALTERNATES

If the contractor would like to propose the use of alternate methods or materials, outside of what is described in the project drawings and specifications, a description of the alternate shall be provided below along with the cost that the proposed alternate would add or subtract from the base bid total.

Voluntary Alternate 1

Description of work. ______________________

The total lump sum amount to ADD / SUBTRACT from the contract price if this alternate is accepted by the Owner: Dollars ($______________________)

Voluntary Alternate 2

Description of work. ______________________

The total lump sum amount to ADD / SUBTRACT from the contract price if this alternate is accepted by the Owner: Dollars ($______________________)

CONTRACT TIME AND LIQUIDATED DAMAGES *(REVIEW WITH OWNER TO SEE IF LIQUIDATED DAMAGES ARE TO BE INCLUDED IN CONTRACT AND THE AMOUNT IF ANY/DAY)*

a. **TIME:** Time is and shall be considered of the essence of the Contract. If the Contractor fails to complete the work on or before the completion date, liquidated damages will be assessed as stated under "Delays and Liquidated Damages."

b. **DELAYS:** Delays shall be separated into three (3) categories as follows:

    Category a – Delays for which the Contractor is responsible.
    Category b – Delays for which the Contractor is not responsible.
    Category c – Delays caused by adverse weather conditions, such as heavy rain, extreme cold, snow, etc.

    The Contractor will not be eligible to request an extension of the contract completion date based on delays falling into category a above.

    Delays for which the Contractor is not responsible, category b, shall include delays caused by Acts of Providence, or by general strikes, or by court injunction, or by stopping of the work by the Owner because of any emergency or public necessity, or by reason of alterations ordered by the Owner. Delays falling into category b shall in no way affect the validity of the contract, but the time limitation of the contract shall be extended by the same amount of time as such delay may cause to be lost; provided, however, that formal claim for such extension shall be made in writing by the Contractor within one week after the date upon which such alleged delay shall have occurred.

    The Contractor may request an extension of the contract completion date for delays falling into category c above, subject to the following conditions:

    The Contractor shall schedule the progress of the project work based on the premise that adverse weather conditions will result in the loss of one workday, excluding Saturdays and Sundays, per week. If, during the specified contract completion period, the Contractor is prevented from working on the project because of adverse weather conditions in excess of the average of one workday per week, the Contractor may request an extension of the contract completion date based on the difference between the actual workdays lost and the number of weeks allowed for completion of the project work.

c. **REQUEST FOR TIME EXTENSION:** Requests for extension of time shall be filed by the Contractor with the Architect. The request shall be in writing and state the reasons for the extension. In any case the request for extension of time shall be filed within one week (7 calendar days) following the occurrence of the delay for which the time extension is requested. Failure to notify the Architect as provided herein, may constitute a waiver of claim for an extension of time. The Architect may approve or deny the extension of time request. Approved time extensions will be granted in writing. Any contract time, as extended, shall thereafter be binding upon the Contractor and Surety as if they appeared in the contract, originally.

d. **LIQUIDATED DAMAGES:** Should the work under this Contract not be finished within the time specified in the original Contract or by approved time extensions for reasons outlined herein, it is agreed that there may be deducted by the Owner from the final certificate to the Contractor, a sum computed at the rate of One hundred dollars ($100.00) per calendar day for each and every calendar day beginning the day following the scheduled date of completion and continuing until the date of final acceptance of the work. Said sum of One hundred dollars ($100.00) per day, in view of the difficulty of estimating such damages with exactness, is hereby expressly fixed and agreed upon as the damages which will be suffered by the Owner for reason of such defaults.

    It is understood that the above deduction of One hundred dollars ($100.00) per day, is not a penalty, but money due to be treated as liquidated damages.

STARTING DATE
Unless otherwise stated herein or unless otherwise agreed upon by the Contractor and Owner, the Contractor shall commence Work within ten (10) calendar days of receiving notification that the project contract has been signed by the Owner.

COMPLETION DATE
The completion date for this project shall be within 150 calendar days of a notice to proceed.

Bidder will commence work within 10 calendar days following Contract Award or notice to proceed.

Security in the amount of 5% ($_______________) in the form of a bid bond, certified check, or cashier's check is submitted herewith. (Bidder shall circle which form of bid bond is submitted.)

LIST OF SUBCONTRACTORS
The Contractor upon request of the Owner shall submit a list of subcontractors to be approved by the Owner.

DECLARATION OF CONTRACTOR

The undersigned, as Bidder, hereby declares this bid is made in good faith, without fraud or collusion with any person bidding, and that the Project Manual, and Drawings (including any soil boring logs or geotechnical information provided) and the project site have been examined. The Bidder confirms that he/she is familiar with the location of the work described and is fully informed as to the nature of the work and the conditions relating to its performance.

The Bidder acknowledges that all information provided by the Owner and the Architect regarding the site conditions have been provided as a matter of convenience to all bidders, and understands that the Owner and Architect makes no warranties or representations of any nature whatsoever regarding such conditions, including subsoil conditions. The Bidder acknowledges that he/she has not relied upon any representations from the Owner and Architect, its agents or employees, as to any conditions to be encountered in accomplishing the work, including subsoil conditions, and that the bid is based solely upon the Bidder's own independent judgement.

The Bidder certifies that the drawings and specifications have been examined, and that he/she has reviewed the proposed construction methods and finds them compatible with the site conditions which he anticipates based upon his investigation of this project.

The Bidder shall complete the work under any job or field condition which is present or is encountered and he shall complete the work under whatever conditions exist, whether or not he anticipated those site conditions.

Signed,

Firm Name: Moore Trosper Construction Company

By: [signature]
Bidder's Signature

Title: Harold V. Moore, CEO

( ) Individual ( ) Partnership (X) Corporation in MI
State

Official Business Address:

4224 Keller Road

Holt, MI 48842

Business Phone: 517-694-6310

Fax: 517-694-1173

Date: 3/15/23

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Moore Trosper Construction Company
4224 Keller Road, PO Box 217
Holt, MI 48842

OWNER:
(Name, legal status and address)
Lansing Brownfield Redevelopment Authority

SURETY:
(Name, legal status and principal place of business)
Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of Bid (5% of Bid)

PROJECT: Lansing Brownfield Redevelopment Authority (LBRA)- Corridor Entry Sign Installation, Dunckel / Collins Roads
(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, **or** within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (I) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 15th day of March, 2023

Kim Zajac
(Witness)

Kimberly Bennett
(Witness) Kim Bennett

Moore Trosper Construction Company
(Principal) **(Seal)**

(Title) Harold V. Moore, CEO

Travelers Casualty and Surety Company of America
(Surety) **(Seal)**

(Title) Ian T Foster ***, Attorney-in-Fact***

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **IAN T FOSTER** of **LANSING** , **Michigan** , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

City of Hartford ss.

By: ______________________
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 15th day of March , 2023 .

____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Exhibit D

Landscape Architects and Planners Bid Letter of Recommendation

LAP + CREATIVE
Landscape Architects and Planners.

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

March 16, 2023

Simon Verghese, Economic Development Specialist
Lansing Brownfield Redevelopment Authority (LBRA) & LEDC
300 N. Washington Square
Lansing, MI. 48901-5157

RE: Recommendation to Award
"Corridor Entry Sign Installation" (Collins/Dunkel Roads), Lansing, MI.

Dear Mr. Verghese,

Bids were opened on Wednesday March 15 at 2:00 PM at the LRBA offices located 300 N. Washington Square, Lansing MI.

The Moore Trosper Construction (MTC) was the only bidder in the amount of $416,000.00.

I personally reached out to two expected bidders, Gordon Services and Nielson Construction yesterday. Terry Gordon indicated that they had difficulty getting sub contractor quotations in a timely manner and ran out of time. Nielson said they had difficulty finding sub-contractors that were willing to bid the project due to its complexity and varied work trades.

The bidder acknowledged receipt of the two addendums issued during the bidding process.

We have reviewed the bids and found the costs to be 26% over the estimated cost. The bid was in conformance to the contract documents. We believe the contractor's bid to be complete and accurate and acceptable if desired.

LAP has worked with MTC in the past with favorable results and are confident in their ability to perform the work. Moore Trosper is a well-respected company within the community and has been working in the Lansing area for many decades. They have sustained continuous work at Lansing Community College, the City of Lansing and East Lansing have demonstrated good communication skills and craftsmanship. MTC is a union contactor. LAP is currently working with MTC in Dimondale and finished a project with them for Trinity Greek Orthodox Church entry plaza last year with good results.

Therefore, It is our recommendation that the project be awarded to **Moore Trosper**, in the amount of **$416,000.00.**

If you have any questions or comments please feel free to contact me at your convenience. It has been a pleasure working with you on this project.

Sincerely,

Robert Ford

Robert Ford,
Landscape Architect

LANSING BROWNFIELD REDEVELOPMENT AUTHORITY
Certificate of Resolution by Board of Directors

At a regularly scheduled meeting of the Board of Directors of the Lansing Brownfield Redevelopment Authority (LBRA) held on Friday, April 14th, 2023, at 8:30 a.m., pursuant to notice duly given:

PRESENT: Members:

ABSENT: Members:

The following preamble and resolution was offered by;

Member: , and seconded by:

Member:

WHEREAS, the Lansing Brownfield Redevelopment Authority (the "LBRA") and City of Lansing both adopted the Brownfield Plan #73 on July 13, 2018, and October 8, 2018, respectively ("Plan #73"), for WP Lansing-MI Owner, LLC, a Delaware limited liability company (the "Developer"), for a brownfield redevelopment project (the "Volaris Lansing Project") located at 3600 Dunckel Road, Lansing, Michigan; and

WHEREAS, in connection with the Volaris Lansing Project and Plan #73, the LBRA, City and the Developer entered into a Reimbursement Agreement and Agreement in Consideration of Development Incentives; and

WHEREAS, the Volaris Lansing Project has been deemed to be completed by the Developer in accordance with the Agreement in Consideration of Development Incentives; and

WHEREAS, the Reimbursement Agreement, dated as of November 29, 2018, a copy of which is attached hereto as Exhibit A, approved the reimbursement of Eligible Costs as provided in Plan #73 to reimburse the Developer for Eligible Activities utilizing Tax Increment Revenues (as such capitalized terms are defined in the Reimbursement Agreement and Plan #73), including a Developer's Contribution of $500,000 to be used for public infrastructure improvements at or near the intersection of Dunckel and Collins Roads received by the LBRA in January, 2020; and

WHEREAS, LBRA staff has worked with Landscape Architects and Planners ("LAP") for the purposes of developing project specifications, renderings, and bid and contract documents for the public infrastructure improvements, a copy of the project renderings is attached hereto as Exhibit B; and

WHEREAS, LBRA staff put the project out to bid on February 13th, 2023 and closed bidding on March 15th, 2023, and received one (1) bid from Moore Trosper Construction Company for $416,000, attached hereto as Exhibit C; and

WHEREAS, LAP provided a letter of recommendation, attached hereto as Exhibit D, recommending that the project be awarded to Moore Trosper, in the amount of $416,000 and demonstrating that bid is in conformance to the contract documents and the contractor's bid is complete and accurate and acceptable if desired; and

WHEREAS, LAP has worked with MTC in the past with favorable results and are confident in their ability to perform the work, and that Moore Trosper is a well-respected Union contractor company within the community and has been working in the Lansing area for many decades, including continuous work at Lansing Community College, the City of Lansing and East Lansing have where they have demonstrated good communication skills and craftsmanship.

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

The LBRA approves contracting with Moore Trosper Construction Company to construct public improvements as described in the bid near the intersection of Dunckel and Collins roads for an amount not to exceed $500,000.

The LBRA Board directs the LBRA staff and attorney to negotiate and finalize the necessary documents to approve the contract and have these documents executed by the LBRA Board Chair and appropriate parties.

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 rescheduled meeting of the Lansing Brownfield Redevelopment Authority held on the 14th day of April, 2023, and said preamble and resolutions are on file in the office of the Lansing Brownfield Redevelopment Authority 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 Bylaws.

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

____

Calvin Jones, Chair