Lansing Economic Development Corporation

Board of Directors Meeting

Friday, June 07, 2024 – 8:30 AM

LEDC Office – 401 South Washington Sq. Ste. 101, Lansing, MI 48933

AGENDA

1) Call to Order/Rollcall
2) Approval of LEDC Board Meeting Minutes – Friday, May 03, 2024
3) Financial Update
4) FY2024/2025 City of Lansing Economic Development Contract (ACTION)
5) FY2024/2025 City of Lansing Façade Program Contract (ACTION)
6) Approval of FY2023/2024 LEDC Budget Amendment (ACTION)

   Attached Amended FY2023/2024 LEDC Budget- Highlighted in Orange
7) Approval of FY2024/2025 LEDC Budget (ACTION)

   Attached Proposed FY2024/2025 LEDC Budget- Highlighted in Blue
8) Operations Update
9) Open Forum for LEDC Board Members
10) Other Business
11) Public Comment
12) Adjournment

Lansing Economic Development Corporation

Board of Directors Meeting

Friday, May 03, 2024 – 8:30 AM

LEDC Office – 401 South Washington Sq. Ste. 101, Lansing, MI 48933

MINUTES

Members Present:	Chair - Shelley Davis Boyd, Vice-Chair - Calvin Jones, Secretary - Dr. Alane Laws-Barker, Chaz Carrillo, Sandra Lupien, Jordan Sutton, Rawley Van Fossen
Members Absent:	Treasurer - Catherine Rathbun, Michael McKissic
Staff Present:	Karl Dorshimer, Kris Klein, Brandy Standler, Aurelius Christian, Kahleea Washington, Alex Watkins, and Chelsea Dowler
Guests:	

Call to Order/Roll Call

Chair Davis Boyd called the Lansing Economic Development Corporation meeting to order at 8:35 AM.

Approval of LEDC Board Meeting Minutes – Friday, April 05, 2024 (ACTION)

MOTION: Member Jones moved to approve the LEDC meeting minutes from the Friday, April 05, 2024, Board of Directors meeting, as presented. Motion seconded by member Lupien.

YEAS: Unanimous, motion carried.

Financial Update

Standler noted that financial status is strong, and trending well.

Budget Update

Mr. Klein reported that the remaining budget will continue to show increases in revenue for Admin, Issuer's Fees, Interest Income, Project Fees and the receipt of the SSRP Grant Acceptance.

As far as expenditures there is an anticipated increase in miscellaneous operating expense and rent expense.

Upcoming budget will include increases in some revenue, but likely decrease in interest income. Inflationary increase in several revenue categories. We should see decrease in rent and operating expenses.

FY2025 City of Lansing Economic Development Services Contract Preview

Klein noted that two contracts exist with the City of Lansing. Economic Development Services for $300,000 and the Façade Improvement Program for $175,000. The FY2025 budget it to be considered by City Council.

Operations Update

Dorshimer updated the board regarding the new Lansing EDC sign is in its final place. The Annual Report has been completed and copies will be available at the next meeting. The team has started an internal Strategic Planning process.

Open Forum for LEDC Board Members

Member Jones asked about the McLaren Greenlawn Campus construction.
Various personal comments and acknowledgements were made.

Other Business

None.

Public Comment

None.

Adjournment

Chair Davis Boyd called the Lansing Economic Development Corporation meeting to adjournment at 9:13 AM.

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

Lansing Economic Development Corporation
Statement of Activities - Actual vs. Budget

	Jul '23 - Apr 24	Budget	$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
40000 · Contract Income				
40010 · Brownfield Admin	200,609.35	275,594.00	-74,984.65	72.8%
40020 · City of Lansing Contract	300,000.00	300,000.00	0.00	100.0%
40040 · Annual Issuer's Fees	6,293.75	142,944.00	-136,650.25	4.4%
40050 · TIFA Admin	344,060.11	259,182.00	84,878.11	132.7%
40070 · Fund Balance	0.00	31,371.00	-31,371.00	0.0%
40075 · Placemaking-CEDAM	10,000.00			
40080 · Facade Grant Contract	0.00	175,000.00	-175,000.00	0.0%
40088 · ARPA Contract City of Lansing				
40088.1 · ARPA - Grant Contract	262,020.28	0.00	262,020.28	100.0%
Total 40088 · ARPA Contract City of Lansing	262,020.28	0.00	262,020.28	100.0%
40090 · EGLE Allen Place-Grant Contract				
40090.2 · EGLE Allen Place Grant Admin.	4,276.23			
Total 40090 · EGLE Allen Place-Grant Contract	4,276.23	0.00	4,276.23	100.0%
Total 40000 · Contract Income	1,127,259.72	1,184,091.00	-56,831.28	95.2%
43042 · Return of Unused Grant Funds	150,000.00			
41000 · Loan Interest				
41091 · The 517 Coffee Company Interest	501.63	0.00	501.63	100.0%
41093 · Sweet Encounter Bakery Cafe Int	452.89	0.00	452.89	100.0%
41094 · Irie Smoke Shack-Interest	583.01	0.00	583.01	100.0%
41095 · RBM Properties Interest	3,928.29	0.00	3,928.29	100.0%
41096 · Osteria Vegana Lansing LLC	313.97	0.00	313.97	100.0%
41000 · Loan Interest - Other	0.00	8,169.00	-8,169.00	0.0%
Total 41000 · Loan Interest	5,779.79	8,169.00	-2,389.21	70.8%
42000 · Investments				
42010 · Interest-Savings, Short-term CD	74,758.04	3,000.00	71,758.04	2,491.9%
Total 42000 · Investments	74,758.04	3,000.00	71,758.04	2,491.9%
43000 · Other Types of Income				
43010 · Miscellaneous Revenue	267.61	5,000.00	-4,732.39	5.4%
43037 · Application Fees	15,500.00	20,000.00	-4,500.00	77.5%
Total 43000 · Other Types of Income	15,767.61	25,000.00	-9,232.39	63.1%
Total Income	1,373,565.16	1,220,260.00	153,305.16	112.6%
Gross Profit	1,373,565.16	1,220,260.00	153,305.16	112.6%
Expense				
61000 · Contract Services				
61010 · Accounting Fees	41,440.00	0.00	41,440.00	100.0%
61015 · Payroll Fees	2,605.86	0.00	2,605.86	100.0%
61020 · Legal Fees	830.00	0.00	830.00	100.0%
61030 · Outside Contract Services	26,892.55	0.00	26,892.55	100.0%
61000 · Contract Services - Other	0.00	103,636.00	-103,636.00	0.0%
Total 61000 · Contract Services	71,768.41	103,636.00	-31,867.59	69.3%
62000 · Facilities and Equipment				
62010 · Depreciation	9,337.38	0.00	9,337.38	100.0%
62020 · Office Expense	8,425.69	130,466.00	-122,040.31	6.5%
62025 · Equipment	7,788.23	0.00	7,788.23	100.0%
62045 · Utilities	4,108.55	8,718.00	-4,609.45	47.1%
62050 · Rent	53,070.72	51,732.00	1,338.72	102.6%
62055 · Software Subscriptions	8,997.02	0.00	8,997.02	100.0%
62060 · Telephone/Communications	6,402.17	0.00	6,402.17	100.0%
Total 62000 · Facilities and Equipment	98,129.76	190,916.00	-92,786.24	51.4%
63000 · Development				
63050 · Insurance & Bonds	13,141.44	15,462.00	-2,320.56	85.0%
63055 · Marketing & Promotions	1,624.33	20,000.00	-18,375.67	8.1%
63056 · Travel & Conferences & Training	15,811.79	20,000.00	-4,188.21	79.1%
63060 · Operating Expense	10,135.15	4,000.00	6,135.15	253.4%

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No assurance is provided on these financial statements or supplementary information. The financial statements omit substantially all disclosures and the statement of cash flows, revenue and expenses related to certain contracts are recognized when received and paid, all of which are not in accordance with accounting principles generally accepted in the United States of America.

Lansing Economic Development Corporation
Statement of Activities - Actual vs. Budget

	Jul '23 - Apr 24	Budget	$ Over Budget	% of Budget
63080 · Bank Fees	1,084.99	1,200.00	-115.01	90.4%
63081 · Bank Fees-2575	255.00	0.00	255.00	100.0%
Total 63000 · Development	42,052.70	60,662.00	-18,609.30	69.3%
65000 · Grant and Program Expenses				
65020 · Facade Grants	93,197.00	175,000.00	-81,803.00	53.3%
65025 · EGLE Allen Place Grant Contract	4,276.23	0.00	4,276.23	100.0%
65088 · ARPA Grant				
65088.1 · ARPA LEED Initiative	161,952.20	0.00	161,952.20	100.0%
65088.3 · ARPA Facade Program	20,000.00	0.00	20,000.00	100.0%
65088.4 · ARPA - LEDC Conversion/Start Up	2,000.00	0.00	2,000.00	100.0%
Total 65088 · ARPA Grant	183,952.20	0.00	183,952.20	100.0%
Total 65000 · Grant and Program Expenses	281,425.43	175,000.00	106,425.43	160.8%
66000 · Payroll & Empl Benefit Expenses				
66100 · Payroll Expenses				
66110 · Salaries - Staff	376,739.60	0.00	376,739.60	100.0%
66120 · Taxes-FICA	28,585.37	0.00	28,585.37	100.0%
66125 · Taxes-unemployment	1,913.67	0.00	1,913.67	100.0%
66100 · Payroll Expenses - Other	0.00	602,071.00	-602,071.00	0.0%
Total 66100 · Payroll Expenses	407,238.64	602,071.00	-194,832.36	67.6%
66500 · Employee Benefits				
66510 · Health Insurance-Employees	30,925.45	0.00	30,925.45	100.0%
66515 · Life/Disability Ins - Employees	4,979.01	0.00	4,979.01	100.0%
66520 · Retirement Expense	19,311.66	0.00	19,311.66	100.0%
66525 · Parking-Employees	4,807.40	0.00	4,807.40	100.0%
66530 · Workers Comp Insurance	1,068.56	0.00	1,068.56	100.0%
66500 · Employee Benefits - Other	0.00	87,975.00	-87,975.00	0.0%
Total 66500 · Employee Benefits	61,092.08	87,975.00	-26,882.92	69.4%
Total 66000 · Payroll & Empl Benefit Expenses	468,330.72	690,046.00	-221,715.28	67.9%
Total Expense	961,707.02	1,220,260.00	-258,552.98	78.8%
Net Ordinary Income	411,858.14	0.00	411,858.14	100.0%
Net Income	**411,858.14**	**0.00**	**411,858.14**	**100.0%**

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No assurance is provided on these financial statements or supplementary information. The financial statements omit substantially all disclosures and the statement of cash flows, revenue and expenses related to certain contracts are recognized when received and paid, all of which are not in accordance with accounting principles generally accepted in the United States of America.

CONTRACT BETWEEN
THE LANSING ECONOMIC DEVELOPMENT CORPORATION
AND
THE CITY OF LANSING
(2024-2025)

THIS CONTRACT, entered into this __st day of June 2024 effective from July 1, 2024 through June 30, 2025 by and between the City of Lansing, a Michigan municipal corporation (the "City") and the Economic Development Corporation of the City of Lansing, a non-profit corporation organized and existing under the laws of the State of Michigan (the "Contractor"). The Contractor is the exclusive and independent employer of its employees, if any.

WITNESSETH THAT:

WHEREAS, the City desires to engage the Contractor to perform certain services and activities; and

WHEREAS, the Contractor represents that it will perform such services and activities in a lawful, satisfactory and proper manner, all in accordance with the policies, procedures and requirements which have been or, from time to time, may be prescribed by the City; and

NOW, THEREFORE, the City and the Contractor do mutually agree as follows:

1. Scope of Work

Introduction:

The LEDC will provide via this contract economic development services to the City. These services include assisting with business expansion, retention and attraction along with facilitating real estate and place-based development projects in the City. In addition, LEDC will assist the West Saginaw St., East Michigan Ave., and South MLK Blvd. Corridor Improvement Authorities' (CIA) while also continuing the planning work for the CIA on N. Grand River Ave. LEDC will also promote, manage and implement the City Façade Improvement Program and the Lansing Equitable Economic Development (LEED) Initiative. To support and ensure that these efforts will be successful The LEDC will also provide administrative services to the Tax Increment Financing Authority (TIFA), Lansing Brownfield Redevelopment Authority (LBRA) and all four CIA Boards.

Scope of Work Details (City Project)

A. Lansing Real Estate and Place Development

Preparing, marketing and facilitating the development of land and buildings in the City of Lansing including contaminated, blighted, functionally obsolete and surplus properties.

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B. Lansing Business Retention and Expansion

Assisting Lansing businesses with expansion and relocation including making business retention calls to determine and meet their needs to remain strong and profitable.

C. Lansing Business Attraction

Marketing, Promoting and Assisting with the attraction and location of Businesses to the City of Lansing.

D. LEDC Lansing Equitable Economic Development Initiative

Promoting, Implementing and Managing the Lansing Equitable Economic Development (LEED) Initiative, per a separate contract between the Contractor and City and subject to available funding of the program.

E. Lansing Façade Improvement Program

Promoting, Implementing and Managing the Lansing Façade Improvement Program, per a separate contract between the Contractor and City and subject to available funding of the program.

F. LEDC Management and Administration

Managing and conducting all the responsibilities, tasks, and functions of the Lansing Economic Development Corporation.

G. LBRA Plans, Grants, Loans, Acct. Admin & Board Management

Managing and conducting all the responsibilities, tasks, and functions of the Lansing Brownfield Redevelopment Authority.

H. Lansing TIFA Management and Administration

Managing and conducting all the responsibilities, tasks, and functions of the Lansing Tax Increment Financing Authority.

I. Lansing Corridor Improvement Authorities

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Creating, Developing and Assisting the East Michigan, West Saginaw, South MLK and N. Grand River Corridor Improvement Authorities.

J. General Economic Development Services and Activities

Day to day and general economic development activities necessary to assist and conduct economic development in the City of Lansing.

K. General Administrative Services

Perform all general administrative duties and tasks to fulfill the LEDC contract for services.

L. Lansing Development Projects Audits, Policy & Analysis

Review and auditing of completed development projects, creating, and applying economic incentive policies, reporting and documentation of successfully completed LEDC/City projects.

2. Time of Performance

The time of the performance under this Contract shall be from July 1, 2024 to June 30, 2025. In no event shall this contract extend beyond June 30, 2025, unless so provided by a written amendment hereto that has been executed by both parties. Unless otherwise terminated pursuant to the terms of this Contract, the Contractor shall continue to perform services and activities until the Contract expires.

3. Compensation and Method of Payment for LEDC Contract Services

A) As full compensation for the Contractor's satisfactory performance under and completion of this Contract, the City shall pay the Contractor the amount of Three Hundred Thousand and 00/100 ($300,000.00) Dollars on July 1, 2024.

B) It is expressly understood by and between the City and Contractor that except as provided in subparagraph (E) below, in no event shall the total compensation and reimbursement, if any, to be paid to the Contractor pursuant to this Contract, exceed the maximum sum of Three Hundred Thousand and 00/100 dollars ($300,000.00).

C) The Contractor agrees, subject to availability of funds and any necessary Board approvals, to provide any additional money, services and/or physical resources which may be required to complete its performance under this Contract.

D) The Contractor agrees to request payment on an invoice or as otherwise mutually agreeable between the City Finance Department and the

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Contractor.

E) If the City desires additional services on any specific project or issue that is outside the scope of this Contract, the City may hire the Contractor for an additional agreed upon rate.

4. Continued Funding

The City makes no implied or explicit guarantee, offer or representation of future funding from the City of Lansing beyond the termination of this Contract. The City further makes no implied or expressed guarantee that it will not terminate this Contract pursuant to the terms and conditions of Paragraph 22.

5. Finance Procedures

A) The Contractor must have in place generally accepted accounting practices (GAAP) through the agency's internal structure or through services provided by the City of Lansing. To allow the Contractor to meet GAAP standards the City commits to providing all necessary accounting information to the Contractor in a timely manner per GAAP standards.

B) Suspension of Funding: The City Finance Director ("Finance Director"), in its sole discretion, has the authority to suspend, reduce or disallow any payment(s) of funds to the Contractor included in Paragraph 3, notwithstanding any other provision of the Contract, upon written notice to the Contractor when: the internal fiscal controls and records established pursuant to Paragraph 3 and Paragraph 4 are changed without the Finance Director's approval; or, where in the opinion of the Finance Director, there is a reasonable likelihood that funds may be misused, misappropriated, or spent for an ineligible purpose as defined within this Contract.

1. Any unearned payments under this Contract may be suspended by the Finance Director upon the Contractor's refusal to accept and comply with any additional conditions or requirements of the City.

2. Any unearned payments under this Contract may be suspended or reduced if the funding sources for this Contract are reduced or suspended or terminated for any reason.

6. Contract Modifications

The City, from time to time, may expand, diminish or otherwise modify the project objectives, scope of services, or any other Contract provision related thereto, which the Contractor is required to perform. However, only modifications that are mutually agreed upon by the City and the Contractor, and incorporated into written amendments to this Contract after approval by the City, shall be amendments to this Contract.

7. Contractor's Failure of Performance

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A) The failure of the Contractor to provide any work or services required by this Contract in a satisfactory and timely manner shall be a material breach of the Contract.

1. The City in its sole discretion shall determine whether the work is satisfactorily completed.

2. In the event the City determines the work or services provided under this Contract have not been performed in a timely or satisfactory manner, the City shall notify the Contractor and allow Contractor ten (10) days to cure or provide a corrective action plan for any such failure to perform work or services in a timely and satisfactory manner.

3. In the event that Contractor fails to provide a corrective action plan or cure the unsatisfactory or untimely work or performance, the City may take any other action permitted by law or this Contract, including but not limited to Contract termination.

B) Reduction of Compensation by the City of Lansing:

In the event the Contractor fails to perform, in a timely and proper manner any of the services or activities required under this Contract, the City may, in its sole discretion, reduce or modify the compensation payable hereunder to the Contractor in a manner which appropriately reflects such reduction or diminution of services or activities.

C) Termination by the City of Lansing:

1. In the event the Contractor fails to fulfill in a timely and proper manner any of the terms, conditions, or obligations of this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of the Contract, the City shall notify the Contractor and allow Contractor ten (10) days to cure or provide a corrective action plan for any such failure or violation. In the event that Contractor fails to cure or provide a corrective action plan after receiving the notice described above, the Mayor of the City of Lansing, in the Mayor's sole discretion may terminate this Contract with no further liability to the Contractor beyond that expressly provided for within Paragraph 7 herein.

2. In the event this Contract is terminated:

   a) All data, documents, drawings, maps, models, photographs, reports, studies and surveys which have been or were prepared by the Contractor with City funds pursuant to the Contract, become the property of the City; and

   b) The Contractor shall receive just and equitable compensation for any work which the Contractor satisfactorily completed pursuant to this Contract, subject to (3) (b) below.

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3. It is agreed that nothing contained herein shall:

a) Deprive the City of any additional rights or remedies, either at law or equity, or under the terms, conditions, obligations, covenants, agreements, and stipulations of this Contract, which they may respectively assert against the Contractor upon failure to fulfill any of the terms, conditions, obligations, covenants, agreements or stipulations of this Contract; or

b) Relieve the Contractor of any liability to the City for any damages sustained by the City as a result of any breach of Contract by the Contractor; and if it sustains such damages, the City may withhold, as a set off, any payments due the Contractor until such time as an exact amount of damages sustained by the City is properly and legally determined.

8. Reports and Information

A) Financial Records and Reports:

The Contractor agrees to make and maintain adequate financial records in a form satisfactory to the Finance Director. Such financial records and reports shall reflect all costs and expenses incurred in performing this agreement and records of the use of all consideration received pursuant to this agreement.

Financial records and reports of the Contractor shall conform with the "City of Lansing Standard Operating Procedures for City Support Agencies" to be made available to the Contractor by the Finance Director, which manual is hereby incorporated by reference herein, and further the Contractor acknowledges and agrees that said "City of Lansing Standard Operating Procedures for City Supported Agencies" is available for use by the Contractor and the Contractor shall have the duty to be fully familiar with said manual.

B) Equal Employment Opportunity Provisions:

Pursuant to Chapter 1-302.1 of the Lansing City Charter, the Contractor agrees that it will ensure that no person or group engaged in the conduct of official business or seeking to do business arising from this Contract is discriminated against because of race, creed, political orientation, color, national origin, marital status, sex, age, handicap, or for any cause not reasonably related to the accomplishment of a legitimate governmental purpose.

The Contractor further agrees that all subcontractors or other agreements entered into pursuant to this Contract shall obligate any Beneficiaries of this Contract to adhere to the same equal opportunity provisions noted above.

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The Contractor and any subcontractors agree to provide equal employment opportunity pursuant to all state and federal laws including the Americans with Disability Act and to provide proof to the City as requested by the Human Relations & Community Services Department pursuant to Section 206.20 and 206.21 of the Codified Ordinances of the City of Lansing.

9. Eligible Costs of the Contractor

Under this Contract, all costs incurred and expenditures made pursuant to this Contract shall be fully documented and shall be in conformance with any limitations or exclusions of applicable Federal, State and local laws, rules, regulations and conditions mandated by the City.

10. Records and Documentation

A) The Contractor shall establish and maintain all necessary records concerning any matter covered by this Contract which, from time to time, may be requested by the City.

B) Unless otherwise expressly authorized by the City, the Contractor shall maintain all records related to this Contract, including financial records and accounts for a period of three (3) years after receipt of final payment under this Contract.

C) If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained by the Contractor until all litigation, claim or audit findings involving the records have been resolved.

11. Audits and Inspections

A) At any time during normal business hours and as often as the City may deem necessary to ensure proper accountability for all project funds, the Contractor shall:

1. Make available to the City all checks, payrolls, time records, invoices, Contract vouchers, orders and other data, information and material concerning any matter covered by this Contract; and

2. Permit the City to audit, examine, excerpt, or transcribe all checks, vouchers, orders or other data, information and material concerning any matter covered by this Contract; and

3. Allow the City to review such documents that are considered as backup to the operation of the Contractor, regardless of funding source; and

4. Make available to the City documentation supporting service reports.

12. Conflict of Interest

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A) Conflict of interest is defined as: Contractor's officers, directors, and/or employees using position for a purpose that is or gives the appearance of being motivated by a desire for private financial gain for themselves or others, particularly those with whom they have family, business, or other ties.

B) Contractor covenants, to the best of its knowledge, that no such interest exists and no person having any conflicting interest in this Contract shall be employed for the purpose of performing the services and activities set forth in the Scope of Services section of the Contract or fulfilling the terms, conditions, obligations, covenants, agreements or stipulations of this Contract.

C) The Contractor shall establish safeguards to prohibit conflicts of interest as defined by 12.A. above.

13. Assignment and Transfer of Interest: Subcontracting

Except as provided in Section 23, the Contractor shall not assign or transfer, whether by assignment or novation, any interest in this Contract or subcontract any performance or portion thereof pursuant to this Contract without written consent of the City, provided however, that claims for money due or to come due the Contractor from the City pursuant to this Contract may be assigned or transferred to a bank, trust company, or other financial institution without such consent, and the Contractor shall promptly notify the City of any such assignment or transfer.

14. Lobbying and Political Activities

None of the money, compensation, reimbursement, funds, property or services provided, directly or indirectly, under, by or pursuant to this Contract shall be used for any partisan political activity or to further the election or defeat of any candidate for any public office, or propaganda designed to support or defeat any legislation pending before the Congress of the United States, the Michigan State Legislature, or the City Council of the City.

15. "Save Harmless" Clause

Contractor shall indemnify, defend, and hold the City harmless for all damages arising out of a claim a third party brings against the City that arises solely out of Contractor's negligent or intentional misconduct.

The City shall include in all Development agreements with third parties that those third parties must indemnify, defend, and hold harmless Contractor as well as the City, to the extent allowed by law.

16. Civil Rights

A) Contractor agrees that it will not discriminate as to provision of services pursuant to this agreement or as to hiring or terms or conditions of

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employment based on race, creed, color, religion, national origin, sex, handicap, marital status, height, weight or age. It will maintain written personnel rules, guidelines, practices, and terms and conditions of employment. The personnel rules established may be amended from time to time, as necessary. Contractor shall have in place its personnel policies with copies of any amendments made to them. A violation of this provision shall be a material breach of the Contract.

B) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, height, weight, marital status, sex, age, handicap, national origin, sexual orientation or gender preference.

C) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part.

17. City Charter

It is clearly understood that nothing contained in the Contract shall deprive the City of Lansing of any rights that it may exercise by virtue of the provisions of the Charter of the City.

18. Severability of Provisions

If any clauses, sections, provisions or parts of this Contract are held invalid or if any portion of any clause, section, provision or part of the Contract is held invalid, the remainder of this Contract shall continue to be enforceable as written. Unless otherwise specified in the Contract, all notices, duties or rights of the City shall be exercised by and through this Contract as specified in this herein.

19. Waiver

The failure of the City to demand compliance with any term of this Contract or to take action when this Contract is breached in any way shall not be considered a waiver of that Contractual requirement thereafter nor the City's right of action for the breach of that term.

20. Insurance and Bonds

In addition to any other insurance and bonding requirements of this Contract the Contractor shall maintain at least the following insurance coverage: Worker’s compensation and unemployment compensation that meet minimal State of Michigan statutory requirements, if required by law.

21. Disclosure of Confidential Material

All reports, data, information, statements, forecasts, records, and so forth, assembled, constructed or prepared pursuant to or as a consequence of this Contract

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are subject to all Federal and Michigan laws and regulations governing the disclosure of "public, client and medical, or other records" subject to certain exemptions from disclosure under the circumstances expressly authorized by the above laws and regulations.

22. Termination and Parties' Election

The City may, upon sixty (60) days written notice to the Contractor, with or without cause, terminate this agreement and all of the City's obligations hereunder, including any obligations to provide financial assistance. The City may exercise its rights pursuant to this provision regardless of whether the Contractor is in default of any condition or obligation under this Contract. Once the City has provided written notice to the Contractor, the City shall not be obligated to supply financial assistance in any amount greater than the average monthly payment to the Contractor over the preceding months of this agreement. Average monthly payment, for purpose of this section, shall be determined by totaling the City's contribution from the inception of the Contract until the time notice is provided and divide the number of funded months (or any fraction thereof) by the amount of monies expended over such period. The City may also compensate in excess of the average monthly payment upon receiving documentation that warrants such action.

23. Subcontracting

The Contractor may subcontract some or all of the responsibilities set forth in Section 1, scope of services, subject to the prior written consent of the Mayor. Any such subcontract must provide substantially the same terms as this Contract and provide that it can be terminated by the LEDC under the same terms as Section #22.

24. Applicable Law

This Agreement will be governed by the laws of the State of Michigan.

[Signatures on the following page.]

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Attest:

_____

_____

Witness:

_____

_____

City of Lansing

BY: _____
Andy Schor, Mayor

Lansing Economic Development Corp.

BY: _____
Shelley Davis Boyd, LEDC Chair

Approved as to form only:

_____
City Attorney

Certification as to availability of funds & Account Number:

Account #101.966000.991280.000000

LEDC Contract Amount: $300,000.00

_____
Finance Director

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FAÇADE IMPROVEMENT GRANT PROGRAM
CONTRACT BETWEEN
THE LANSING ECONOMIC DEVELOPMENT CORPORATION
AND
THE CITY OF LANSING

THIS CONTRACT, entered into this _ day of ___ 2024 effective from January 1st, 2025, through December 31, 2025 by and between the City of Lansing, a Michigan municipal corporation (the "City") and the Lansing Economic Development Corporation, a non-profit corporation organized and existing under the laws of the State of Michigan (the "LEDC").

WITNESSETH THAT:

WHEREAS, the City and the LEDC are committed to help strengthen the economic viability of businesses in the City of Lansing by providing incentives for improving the appearance and structural conditions of the exterior of commercial buildings; and

WHEREAS, to best utilize limited funds for the purposes of creating and executing a business façade grant program that is available to be used on commercial properties throughout the city of Lansing, a relationship has been created between the City and the LEDC; and

WHEREAS, on behalf of the City of Lansing, the LEDC will administer a façade improvement grant program (the "Façade Improvement Grant Program") from funds secured through the City's general fund; and

NOW, THEREFORE, the City and the LEDC do mutually agree that the LEDC shall meet and perform the program goals and objectives within the stated time of performance and comply with the terms and conditions as outlined in this contract:

1. Program Goal

   To implement a Façade Improvement Grant Program that allows property owners, tenants and others to apply for matching grant funds to make permanent improvements to commercial building exteriors located in the city of Lansing.

2. Program Objectives

   a) Strengthen the economic viability of Lansing by providing incentives for improving the appearance and structural conditions of its commercial buildings.

   b) Improve business success by enhancing the curb appeal of commercial properties to customers and visitors in Lansing.

   c) Help restore historic features of buildings and encourage façade design treatments

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that complement and enhance adjacent properties.

d) Ensure that façade improvements meet design guidelines, building codes and zoning requirements.

3. Scope of Services

In order to accomplish the program goals and objectives, the LEDC shall perform in a lawful, satisfactory and proper manner, all in accordance with the policies, procedures and requirements which have been or, from time-to-time, may be prescribed by the City, administration of the Façade Improvement Grant Program.

Subject to the availability of funding from the City, the LEDC will manage $175,000 for the purposes of creating, executing a Façade Improvement Grant Program available to commercial property owners, tenants and others for properties located primarily outside downtown Lansing.

4. Time of Performance

The time of the performance under this contract shall be from January 1st, 2025, to December 31, 2025. In no event shall this contract extend beyond December 31, 2025, unless so provided by a written amendment hereto that has been executed by both parties. Unless otherwise terminated pursuant to the terms of this contract, the LEDC shall continue to perform services and activities until the contract expires.

5. Grant Funds

It is expressly understood by and between the City and the LEDC that in no event shall the total grant funds exceed ONE HUNDRED SEVENTY-FIVE THOUSAND NO/100 ($175,000.00) DOLLARS.

To be paid in the amount of $175,000.00 on January 1st, 2024. The grant funds will be used as follows.

a) Not less than 97% or $169,750 for eligible Façade Improvements or Design Assistance.
b) Up to 3% or $5,250 for Marketing and Promotion of the program

6. Continued Funding

The City makes no implied or explicit guarantee, offer or representation of future funding from the City of Lansing beyond the termination of this contract.

7. Contract Modifications

The City, from time to time, may expand, diminish or otherwise modify the

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program goals, objectives, scope of services, or any other contract provision related thereto, which the LEDC is required to perform. However, only after modifications that are mutually agreed upon by the City and the LEDC and incorporated into written amendments to this contract after approval by the City.

8. Equal Employment Opportunity Provisions:

Pursuant to Chapter 1-302.1 of the Lansing City Charter, the LEDC agrees that it will ensure that no person or group engaged in the conduct of official business or seeking to do business arising from this contract is discriminated against because of race, creed, political orientation, color, national origin, marital status, sex, age, handicap, or for any cause not reasonably related to the accomplishment of a legitimate governmental purpose.

The LEDC further agrees that all grant recipients adhere to the same equal opportunity provisions noted above, which provisions shall be included in all other agreements entered into pursuant to this contract.

The LEDC and any grant recipients agree to provide equal employment opportunity pursuant to all state and federal laws including the Americans with Disability Act and to provide proof to the City as requested by the Human Relations & Community Services Department pursuant to Section 206.20 and 206.21 of the Codified Ordinances of the City of Lansing.

9. Records and Documentation

The LEDC shall establish and maintain all necessary records concerning any matter covered by this contract including financial records and accounts which, from time to time, may be requested by the City.

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Attest:

_____

_____

City of Lansing

BY: _____
Andy Schor, Mayor

Witness:

_____

_____

Lansing Economic Development Corp.

BY: _____
Shelley Davis Boyd, LEDC Chair

Approved as to form only:

_____
City Attorney

Certification as to availability of funds & account number:

Account #101.834101.960095.000000

Facade Improvement Grant Funds: $175,000

_____
Desiree Kirkland, Finance Director

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LANSING ECONOMIC DEVELOPMENT CORPORATION (LEDC)

FY 2023/2024 AMENDED BUDGET
FY 2024/2025 PROPOSED BUDGET

Description	FY 2022/2023 Budget Actuals	FY 2023/2024 Adopted Budget	FY 2023/2024 Amended Budget	FY 2024/2025 Proposed Budget
Revenues				
Brownfield Admin	263,028	275,594	321,839	338,083
City of Lansing Contract	300,000	300,000	300,000	300,000
Annual Issuer's Fees	8,538	142,944	191,019	53,132
Project Review Fees	35,365	20,000	35,500	30,000
TIFA Admin	251,633	259,182	344,060	354,382
From/(To) Fund Balance		31,371	-	37,078
Façade Grant Contract City of Lansing	175,000	175,000	175,000	175,000
ARPA Contract City of Lansing	29,857	-	-	-
CDBG-CV/Lansing CARES		-	-	-
Allen Place EGLE Grant	75,754	-	-	-
Stadium North EGLE Grant	900,000	-	-	-
City of Lansing ARPA Funds		-	-	-
Loan Interest	6,053	8,169	6,779	6,000
Interest Income	7,828	3,000	72,295	50,000
Miscellaneous Revenue	446	5,000	5,000	5,000
CEDAM Grant		-	10,000	-
SSRP Verlinden Grant		-	-	18,975,000
Repayment of Grant Funds		-	150,000	-
Total General Operating Income	**2,053,501**	**1,220,260**	**1,611,491**	**20,323,675**

Description	FY 2022/2023 Budget Actuals	FY 2023/2024 Adopted Budget	FY 2023/2024 Amended Budget	FY 2024/2025 Proposed Budget
Expenditures				
Operations				
Depreciation	-	-	4,515	11,500
Contractual Services	112,768	103,636	88,200	110,000
Payroll	432,126	602,071	523,025	727,655
Employee Benefits	59,078	87,975	81,890	107,925
Insurance & Bonds	15,264	15,462	15,850	16,695
Marketing, Promotions & Business Attraction	7,468	20,000	20,000	39,000
Travel & Conferences & Training	11,361	20,000	20,000	24,000
Operating Expense	5,949	4,000	12,000	14,000
ARPA LEDC Conversion/Start Up	-	-	-	-
Rent	39,659	51,732	65,530	68,807
Utilities	-	8,718	8,718	9,153
Facilities, Equipment & Services	65,733	130,466	48,337	51,440
To/(From) Fund Balance		-	-	-
Bank Fees	1,206	1,200	1,344	5,000
Programs				
CDBG-CV/Lansing CARES		-	-	-
Allen Place EGLE Grant	75,754	-	-	-
Stadium North EGLE Grant	900,000	-	-	-
CEDAM Grant		-	10,000	-
SSRP Verlinden Grant		-	-	18,975,000
LSBRP Rescue Fund		-	-	-
LBA Econ Dev Analysis		-	-	-
Façade Grant Program	66,811	175,000	175,000	175,000
ARPA LEED Initiative	73	-	-	-
ARPA CIA Allocations	14,960	-	-	-
ARPA Façade Program	-	-	-	-
Total General Operating Expenses	**1,808,209**	**1,220,260**	**1,074,410**	**20,335,175**
Less Depreciation Expense				
Total General Operating Expenses	**1,808,209**	**1,220,260**	**1,074,410**	**20,335,175**
Net Income	**245,292**	**(0)**	**537,081**	**(11,500)**
Add Back Depreciation Expense	**-**	**-**	**4,515**	**11,500**
Net Income	**245,292**	**(0)**	**541,596**	**(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, June 7th, 2024 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:

LEDC 2023-2024 Budget Amendment:

WHEREAS, on Friday, June 9th, 2023, the Lansing Economic Development Corporation Board of Directors (LEDC Board) adopted its FY2023/2024 budget; and

WHEREAS, the Board previously amended the FY2023/2024 budget to reflect a CEDAM Grant; and

WHEREAS, a further amendment to the FY2023/2024 budget by the Board is needed to address revenues under Brownfield Admin, TIFA Admin, Annual Issuer's Fees, Project Review Fees, and Interest Income that are projected to be higher than budgeted and expenditures under Insurance & Bonds, Operating Expense, Rent, and Bank Fees that are projected to be higher than budgeted.

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 2023/2024 budget to reflect the above-mentioned changes to revenue and expenditures by adjusting General Operating Revenue and Expenditure line items as follows:

	Adopted FY23/24 Budget (as amended)	Amended FY23/24 Budget (by this amendment)	Change
General Operating Revenues			
Brownfield Admin	$275,594	$321,839	$46,245
TIFA Admin	$259,182	$344,060	$84,878
Annual Issuer's Fees	$142,944	$191,019	$48,075
Project Review Fees	$20,000	$35,500	$15,500
Interest Income	$3,000	$72,295	$69,295
General Operating Expenditures			
Insurance & Bonds	$15,462	$15,850	$388
Operating Expense	$4,000	$12,000	$8,000
Rent	$51,732	$65,530	$13,798
Bank Fees	$1,200	$1,344	$144

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 7th day of June 2024, 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.

Shelley Davis Boyd, Chair
LEDC Board of Directors