AGENDA

Committee of the Whole
March 24, 2025 at 6:00 PM

Lansing City Hall, Tony Benavides Lansing City Council Chambers
124 W. Michigan Avenue, 10th Floor
To provide input or ask questions on any item that is listed on the agenda,
members of the public may contact the City Council at city.council@lansingmi.gov or (517) 483-4177 prior to the meeting.
To view the meeting live and participate in virtual public comment: https://www.lansingmi.gov/1212/Council-Committee-Meetings

Council Member Ryan Kost, Chairperson
Council Member Tamera Carter, Vice Chairperson

1. **Call to Order**
2. **Roll Call**
3. **Minutes**
   A. March 10, 2025
4. **Public Comment on Agenda Items (Up to 3 Minutes)**
5. **Discussion/Action:**
   B. ORDINANCE Amending Chapter 404 to add Section 404.15, prohibit unregistered vehicles from parking on public roadways
   C. RESOLUTION - Industrial Facilities Exemption Certificate; Transfer from Ultium Cells, LLC to LG Energy Solution Michigan, Inc. at 8100 Davis Hwy. (Public Hearing Tonight)

Closed Session

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

Atkinson, et al. v. City of Lansing, et al.
Blackman v. Vaughn-Burtley
People of the City of Lansing v. Miggins
City of Lansing, et al. v. Purdue Pharma, et al. (Opioid Litigation)
City of Lansing v. Eli Lilly, et al. (Insulin Pricing Litigation)
City of Lansing v. Woodside Meadows Apts Owner LLC
Davis v. City of Lansing, et al.
Davis, et al. v. City of Lansing
Fisher v. City of Lansing
Fitzpatrick v. City of Lansing
Fitzpatrick v. City of Lansing, et al.
Harken v. City of Lansing
Hokenson v. City of Lansing, et al.
Hulon v. City of Lansing, et al.

Mingus v. City of Lansing, et al.
OPV Partners, LLC v. City of Lansing, et al.
Republican National Committee v. City of Lansing
Romero v. City of Lansing, et al.
Ward v. City of Lansing, et al.
Willis v. City of Lansing, et al.

Reconvene

6. Other

E. Outside Board and Commission Updates from Council Members

7. Adjourn

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

MINUTES
Committee of the Whole
Monday, March 10, 2025 @ 5:30 p.m.
Tony Benavides Lansing City Council Chambers

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

PRESENT
Councilmember Jeffrey Brown
Councilmember Peter Spadafore
Councilmember Tamera Carter
Councilmember Trini Pehlivanoglu
Councilmember Jeremy Garza
Councilmember Ryan Kost
Councilmember Adam Hussain
Councilmember Brian T. Jackson-arrived at 5:35p.m. and left at 6:16 p.m.

OTHERS PRESENT
Sherrie Boak, Council Staff
Charles Randall, Internal Auditor
Greg Venker, City Attorney
Lisa Hagen-Lawrence, City Attorney
Mark Lawrence, Mayor's office
Kris Klein, LEDC
Karl Dorshimer, LEDC
Lisa Niscoromni, LG Representatives

Minutes
MOTION BY COUNCIL MEMBER CARTER TO APPROVE THE MINUTES FROM FEBRUARY 24, 2025 AS PRESENTED. MOTION CARRIED 7-0.

Public Comment
No public comment at this time.

Discussion/Action:
RESOLUTION – Set a Hearing; Industrial Facilities Exemption Certificate; Transfer from Ultium Cells, LLC to LG Energy Solution Michigan, Inc. at 8100 Davis Highway
Mr. Dorshimer and Lisa Niscoromni with LG Energy Solutions were present to speak on the LG purchase of the Ultium Cells property. This is property in early 2020 GM formed a joint venture with Ultium Cells LLC to produce batteries for GM vehicles. The intent was to construct 3 plants in the United States to meet the anticipated demand.
The IFE and Renaissance Zone were established and granted. The RZ was for 18 years starting in 2022 and abated mills in County and City; 65 total mills. The IFE abates 6.7 mills which also includes Eaton County and Grand Ledge schools. Construction started in 2022

and near completion, a 2.5 million square foot building. In late 2024 GM decided to sell their stake. As part of the sales agreement, LG approached the city along with GM, stating they would like these two items transferred to the new owners. They are scheduled to close the end of March 24th.

Ms. Niscoromni acknowledged Council for the time to share updates. LG Energy Solution is based in South Korea in high voltage and electric chemical batteries. Because of that, that is why they joined the joint venture with GM. Last year, GM decided they could meet their demand in the other 2 new facilities they built. The hope is to have the opportunity to serve the customers and the products, along with EV batteries, stationary energy sources, and other smaller devices. It is important to have American made sources and are excited to have this plant be part of that equation.

Council Member Garza asked about the transfer of the Ren. Zone, and is this contingent on the sale purchase from GM. Ms. Niscoromni stated the sale is contingent of the incentive programs because it is part of the transaction. Council Member Garza asked about hiring workforce. Ms. Niscoromni stated that in 2024 there were 1000 skill trades on site, and elements of installation of equipment with is a package of install and labor and specific for new equipment. This is not a position that could be sources locally because that is required from the equipment from South Korea. They are making best efforts to source local community for the jobs, and the target wages will be hire then originally shared at the inception of this project.

Council Member Jackson noted that with the timing, GM backed out because new federal administration is kicking back, and so with LG taking over do they anticipate any issues with kick back from the Federal government. Ms. Niscoromni stated that with what the diversification of the products they will use, they are not reacting to EV changes with policy shift. The energy storage product level, they do not see a change because it is based on demand not on policy driven.

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

Council Member Hussain asked for confirmation for hearing and action the same night, and Mr. Dorshimer confirmed. Council Member Hussain then spoke on what was done the last time with this property, and every step there were promises made on tax capture, temp construction jobs, local work force, economic impact, FTE, and asked how this is shaping out since close to completion on this. Moving forward, will there be a reduction in work force, because originally it was 1700 workforce, and also what is the new wage. Over the 12–18-year windows, what is the City bringing in for tax capture. Mr. Dorshimer stated the earlier commitments were in a development agreement, this exact agreement with no change other than name “LG Energy Solutions” and does have a section committed to local hire. They are pledging to meet all the same commitments the first time around. The original committed to 1000 employees.

Council Member Brown returned to the meeting at 5:52 p.m.

Council President Kost asked if the EV batteries would be for GM, and Ms. Niscoromni stated it is planned to supply GM from their other two factories. The substantial would be a global brand but cannot speak to that name at this time but can in the future along with others. Council President Kost asked if the work force will be unionized, and Ms. Niscoromni stated she cannot speak to the future work force, but respect the rights as the work force deems when established. Council President Kost asked if it would match wages from the former UAW. Ms. Niscoromnii stated that Ultium Cell plants both initiated their own local agreement in those other states, and therefore she cannot speak to a wage tied to a UAW contract before the plant was even established. Council President Kost asked if the car company they will

build EV batteries for will build a plant in the future, and Ms. Niscoromni apologized for not being able to speak to that.

Council Member Jackson asked if product made in Michigan with South Korea will have a tariff. Ms. Niscoromni stated products manufacture in the US are not targets for tariffs.

MOTION BY COUNCIL MEMBER CARTER TO APPROVE SETTING A HEARING FOR MARCH 24, 2025 FOR THE IFE CERTIFICATE TRANSFER TO LG ENERGY SOLUTIONS AT 8100 DAVIS HIGHWAY. MOTION CARRIED 8-0.

RESOLUTION – Renaissance Zone; transfer from Ultium Cells, LLC to LG Energy Solution Michigan, Inc. at 811 Davis Highway
Mr. Venker noted there is a corrected legal, which is part of the agreement, therefore a modification of the legal of the property within the Renaissance Zone.

Council Member Jackson stepped away from the meeting at 5:57 p.m.

This zone will be a smaller part of land, and therefore the legal description will need to be updated prior to Council action on March 24, 2025.

Council Member Jackson returned to the meeting at 5:58 p.m.

Ms. Niscoromni stated there is 1,000 acres contemplated as part of the Renaissance Zone, but the current facility is only on half of that, so the legal and boundary will only apply to the 500+/1 LG plant.

Mr. Dorshimer explained there is Development Agreement between the Michigan Strategic Fund and the company. It has been edited to reflect the new owners. The IFE agreement is linked to the Renaissance Zone, and the Zone will exempt 65 mills, property tax savings to LG 6.5 mills per year, over 18 years (already gone through 2 years). The city property tax exempt by the Renaissance Zone, however of that 6.5 mills, 1.8 is city taxes. Those city taxes are split 50/50 with township. $900,000 represents the city portion exemption. But with out the tax abatement it would not go forward.

Council Member Kost corrected Mr. Dorshimer stated it is not $11 million over 18 years.

Council Member Jackson stepped away from the meeting at 6:06 p.m.

MOTION BY COUNCIL MEMBER CARTER TO APPROVE THE RESOLUTION FOR THE RENAISSANCE ZONE TRANSFER TO LG ENERGY SOLUTION MICHIGAN WITH THE AMENDED LEGAL DESCRIPTION AS STATED BY MR. VENKER, AT 8100 DAVIS HIGHWAY.

Council Member Jackson returned to the meeting at 6:07 p.m.

MOTION CARRIED 8-0.

RESOLUTION – Set Hearing for Revocation; CDDM Corporation – 5910 S Pennsylvania Avenue, Lansing; Cabaret License Revocation and Liquor License Revocation
Mr. Venker explained to the Committee that this was being brough forward due to a request from Council on their concerns with the recent shooting at this location; Centerfold. This process is pursuant to the City Ordinances, for revocation of a liquor and cabaret license. This follows the process by setting a hearing, and at the conclusion, a report is compiled and comes to City Council for their action on if they wish to revoke the license.

Council Member Pehlivanoglu asked if the hearing is public and published as such. Mr. Venker stated the location is open to the public but they do not have to follow the posting. The resolution before Council is outlining the date, time and location. There will be a court reporter present and then the findings will be turned over to the council and the public at that point.

Council Member Jackson asked if they have made contact with the defendant through the OCA. Mr. Venker confirmed that as of now they have not but they will receive the hearing notice. Council Member Jackson then asked who appoints the hearing officer, and was told that Council President Kost requested Rawley Van Fossen and Mr. Van Fossen is also noted in the resolution. Council Member Jackson pointed out that Mr. Van Fossen is a City employee, department head and will be depicting the City interest in the case, so it will appear to go towards what the City wants and will take away from the validity of what could come out.

MOTION BY COUNCIL MEMBER CARTER TO APPROVE THE RESOLUTION FOR A REVOCATION HEARING MARCH 25, 2025 AT 1 PM IN THE 9TH FLOOR CONFERENCE ROOM FOR 5910 S. PENNSYLVANIA AVENUE FOR THE CABARET LICENSE AND LIQUOR LICENSE. MOTION CARRIED 8-0.

Closed Session

MOTION BY COUNCIL MEMBER CARTER at 6:16 p.m. Pursuant to MCL 15.268(c) of the Open Meetings Act, I hereby move that we recess into closed session for strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement between the City of Lansing and Teamsters local 243 Supervisory and CTP Units, as requested by the City.

Trini -internal auditor join? Council President Kost added Mr. Randall to the list of others present for this closed session.

ROLL CALL VOTE, MOTION CARRIED 8-0.

Council Member Jackson left the meeting at 6:16 p.m.

Reconvene

Council President Kost reconvened the meeting at 6:30 p.m.

RESOLUTION – Ratification of the Collective Bargaining Agreement (CBA) between the City of Lansing and Teamsters Local 243 Clerical, Technical and Professional Unit; Period Covering February 1, 2025 through January 31, 2026.

MOTION BY COUNCIL MEMBER CARTER TO APPROVE THE RESOLUTION FOR THE RATIFICATION OF THE TEAMSTERS LOCAL 243 CTP UNIT. MOTION CARRIED 7-0.

RESOLUTION – Ratification of the Collective Bargaining Agreement (CBA) between the City of Lansing and Teamsters Local 243 Supervisory Unit; Period Covering February 1, 2025 through January 31, 2026

MOTION BY COUNCIL MEMBER CARTER TO APPROVE THE RESOLUTION FOR THE RATIFICATION OF THE TEAMSTERS LOCAL 243 CTP. MOTION CARRIED 7-0.

OTHER

Outside Boards and Commission Updates from Council Members

Council Member Pehlivanoglu summarized the agenda from the Tri County Regional Planning meeting of 2/26/2025, due to lack of a meeting had no update on Tri County on Aging and spoke briefly on the topic of funding that was held at the Capital Area Michigan Works

(CAMW). She noted that CAMW will no longer be able to provide full time services at their St. Johns or Charlotte locations, but do not anticipate changes in the Lansing location.

Council Member Spadafore updated the Committee on activities with the Capital Area Airport Authority, and noted that the Downtown Lansing Inc. meets this week.

Council Member Brown asked Council Member Pehlivanoglu if Tri County Regional Planning was moving on the housing study for Michigan Avenue, and was informed that they have not gotten any detailed reports but will look into it for any future strategy.

Adjourn

The meeting adjourned at 6:37 pm
Respectfully Submitted by,
Sherrie Boak, Recording Secretary,
Lansing City Council
Approved by the Committee

ORC Approved as to form
10/18/2024

ORDINANCE NO. _____

An Ordinance of the City of Lansing, Michigan, to amend Chapter 404 of the Lansing Codified Ordinances to add Section 404.15 to prohibit unregistered vehicles from parking on any public roadway, including but not limited to any alley, street, or highway.

THE CITY OF LANSING ORDAINS:

Section 1. That Chapter 404 Section 404.15 of the Codified Ordinances of the City of Lansing, Michigan, be and is hereby amended to read as follows:

a. Parking Prohibitions

No person shall park an unregistered motor vehicle on any public roadway, including but not limited to an alley, street, or highway.

b. Violations

Any person who violates subsection (a) hereof shall be responsible for a civil infraction and subject to penalties as established in Section 404.03.

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

ORC Approved as to form
10/18/2024

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

Section 4. This ordinance shall take effect on the 30th day after enactment, unless given immediate effect by City Council, and shall expire December 31, 2033.

Approved as to form:

_____
City Attorney

Dated: _____

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the completed application and the required attachments with the clerk of the local government unit. If you have any questions regarding the completion of this form, call 517-335-7491.

To be completed by Clerk of Local Government Unit	
Signature of Clerk	▸ Date Received by Local Unit
STC Use Only	
▸ Application Number	▸ Date Received by STC

APPLICANT INFORMATION

All boxes must be completed.

▸ 1a. Company Name (Applicant must be the occupant/operator of the facility) LG Energy Solution Michigan, Inc.	▸ 1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) 3691	
▸ 1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 8100 Davis Hwy, Lansing, MI 48917	▸ 1d. City/Township/Village (indicate which) City of Lansing	▸ 1e. County Eaton
▸ 2. Type of Approval Requested ☐ New (Sec. 2(5)) ☒ Transfer ☐ Speculative Building (Sec. 3(8)) ☐ Rehabilitation (Sec. 3(6)) ☐ Research and Development (Sec. 2(10)) ☒ Increase/Amendment	▸ 3a. School District where facility is located Grand Ledge	▸ 3b. School Code 23060
	4. Amount of years requested for exemption (1-12 Years) 12 years after completion	

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.

The proposed investment is for the construction of a battery cell production facility and related structures and site improvements necessary to support the project. LG Energy Solution Michigan, Inc. requests a transfer of the certificate upon completion of planned acquisition of the facility, currently owned by Ultium Cells LLC. LG Energy Solution Michigan, Inc. intends to comply with all existing incentive terms and conditions.

6a. Cost of land and building improvements (excluding cost of land) * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.	▸ 1,160,000,000 Real Property Costs
6b. Cost of machinery, equipment, furniture and fixtures * Attach itemized listing with month, day and year of beginning of installation, plus total	▸ Personal Property Costs
6c. Total Project Costs * Round Costs to Nearest Dollar	▸ 1,160,000,000 Total of Real & Personal Costs

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

	Begin Date (M/D/Y)	End Date (M/D/Y)		
Real Property Improvements ▸	05/01/2022	12/31/2025	▸ ☒ Owned	☐ Leased
Personal Property Improvements ▸			▸ ☐ Owned	☐ Leased

▸ 8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. ☐ Yes ☒ No

▸ 9. No. of existing jobs at this facility that will be retained as a result of this project. 102	▸ 10. No. of new jobs at this facility expected to create within 2 years of completion. up to 1,700 jobs

11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.

a. TV of Real Property (excluding land) .....
b. TV of Personal Property (excluding inventory) .....
c. Total TV .....

▸ 12a. Check the type of District the facility is located in:

☒ Industrial Development District ☐ Plant Rehabilitation District

▸ 12b. Date district was established by local government unit (contact local unit) 05/08/2000	▸ 12c. Is this application for a speculative building (Sec. 3(8))? ☐ Yes ☒ No

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APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name	13b. Telephone Number	13c. Fax Number	13d. E-mail Address
Wooyoung Jung	(616) 820-9751		wooyoungjung@lgensol.c
14a. Name of Contact Person	14b. Telephone Number	14c. Fax Number	14d. E-mail Address
Wooyoung Jung	(616) 820-9751		wooyoungjung@lgensol.c
▶ 15a. Name of Company Officer (No Authorized Agents)			
Dae Sik Choi, President			
15b. Signature of Company Officer (No Authorized Agents)		15c. Fax Number	15d. Date
			2/18/2025
▶ 15e. Mailing Address (Street, City, State, ZIP Code)		15f. Telephone Number	15g. E-mail Address
1 LG Way, Holland, MI 49423		(616) 494-7100	kwonjih@lgensol.com

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

▶ 16. Action taken by local government unit

☐ Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12)

After Completion ☐ Yes ☐ No

☐ Denied (Include Resolution Denying)

16a. Documents Required to be on file with the Local Unit

Check or Indicate N/A if Not Applicable

☐ 1. Notice to the public prior to hearing establishing a district.
☐ 2. Notice to taxing authorities of opportunity for a hearing.
☐ 3. List of taxing authorities notified for district and application action.
☐ 4. Lease Agreement showing applicants tax liability.

16b. The State Tax Commission Requires the following documents be filed for an administratively complete application:

Check or Indicate N/A if Not Applicable

☐ 1. Original Application plus attachments, and one complete copy
☐ 2. Resolution establishing district
☐ 3. Resolution approving/denying application.
☐ 4. Letter of Agreement (Signed by local unit and applicant)
☐ 5. Affidavit of Fees (Signed by local unit and applicant)
☐ 6. Building Permit for real improvements if project has already begun
☐ 7. Equipment List with dates of beginning of installation
☐ 8. Form 3222 (if applicable)
☐ 9. Speculative building resolution and affidavits (if applicable)

16c. School Code	
17. Name of Local Government Body	▶ 18. Date of Resolution Approving/Denying this Application

Attached hereto is an original application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time, and that any leases show sufficient tax liability.

19a. Signature of Clerk	19b. Name of Clerk	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Telephone Number	19f. Fax Number	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

For faster service, email the completed application and additional required documentation to PTE@michigan.gov.

An additional submission option is to mail the completed application and required documents to:

Michigan Department of Treasury
State Tax Commission
PO Box 30471
Lansing, MI 48909

STC USE ONLY				
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal

FIRST AMENDMENT TO

INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE AGREEMENT

Ultium Cells, LCC (the "Assignor"), LG Energy Solution Michigan, Inc. (the "Assignee"), and the City of Lansing ("City") enter into this First Amendment to the Industrial Facilities Exemption Certificate Agreement originally entered into between the Assignor and the City in December, 2021 (the "Agreement").

By this First Amendment, Assignor agrees to fully transfer to Assignee, and Assignee agrees to fully accept all rights and obligations in the December 2021 Agreement, subject to all terms and conditions contained in the December 2021 Agreement, with no changes other than the substitution of Assignee as the "Company" in place of Assignor. The City accepts this assignment. All other terms and conditions of the Agreement remain in effect from the execution of the original Agreement.

Attached to this Amendment is a Conformed Industrial Facilities Exemption Certificate Agreement reflecting the change made by this Amendment, to be provided to the Michigan Treasury at its request.

IN WITNESS WHEREOF, the Assignor, the Assignee, and the City, by and through their authorized signatories, have executed this Agreement as of the dates indicated.

Ultium Cells, LLC

By: _____

Its: _____

Date: _____

LG Energy Solution Michigan, Inc.

By: _____

Its: President Dae Sik Choi

Date: 3/6/2025

CITY OF LANSING

By: _____
Andy Schor

Its: Mayor

Date: _____

Approved as to form:

_____

Gregory S. Venker
City Attorney

41959241.5

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HQ/chrishwang

CONFORMED INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE AGREEMENT

LG Energy Solution Michigan, Inc. (the "Company") and the City of Lansing ("City") enter into this written agreement pursuant to section 22(1) of P.A. 198 of 1974, as amended. The Company understands that through its expected investment of over two billion dollars, and the City, by its approving the Industrial Facility Exemption Certificate Application ("Application"), are mutually investing in and benefiting from this economic development project. Furthermore, the Company and the City (collectively the "Parties") agree to the following:

1. General.

a. Pursuant to Public Act 198 of 1974, the Company has submitted the Application to the City to obtain approval of an Industrial Facility Exemption Certificate ("IFEC") for real property (the "Facility"), and not for machinery, equipment, fixtures or furniture. The Facility is to be located in Eaton County, as well as in the City, pursuant to a Public Act 425 Agreement between the City and the Charter Township of Delta.

b. The Company expects to manufacture battery cells at the Facility. The Facility is expected to be completed by December 31, 2025, and include a newly constructed building and site improvements. In the newly constructed building the Company plans to install machinery and equipment. The new building and related site improvements are expected to exceed two million square feet.

c. The Company expects to create and/or retain at least 1,000 jobs at the Facility by December 31, 2028. For purposes of this Agreement, a "full-time employee" shall include a person: 1) who works at the Facility on a salary, wage, commission, or other basis that provides compensation for at least thirty-five (35) hours per week; and 2) from whose compensation the employer is required by law to withhold City income taxes.

2. Company Status Reports.

For each calendar year that the IFEC is in effect, in response to a City request made in writing on or before April 1, and within ninety days of such a request, the Company shall submit to the City's Economic Development and Planning Department, a status report ("Status Report") signed by a Company representative. The Status Report shall provide the following: 1) the average number of the full-time workers employed at the Facility during the prior calendar year; 2) a description of the Company's efforts, during

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HQ/chrishwang

the prior calendar year, to hire local residents as required in Paragraph No. 3; and 3) the Company's available information about the amounts spent for the Facility's construction, and for personal property installed at the Facility, as of the December 31st preceding the date of the Status Report. For purposes of this Agreement, the average number of full-time employees at the Facility shall be computed using the average of the number of full-time employees working at the Facility on the March 31, June 30, September 30, and December 31 of the calendar year preceding the Status Report's date. In Status Reports prepared pursuant to this Agreement, and for purposes of determining the Company's satisfying its commitments under this Agreement, the Company may report and include full time jobs at the Facility regardless of whether the Company is the employer.

3. Covenant as to Hiring of Local Residents.

With regard to the jobs expected to be located at the Facility, the Company agrees that, subject to i) the Company's collective bargaining agreements, if any, ii) federal and Michigan law, and iii) compliance with the provisions of Paragraph No. 4 concerning equal employment opportunity hiring practices, the Company will use its best efforts to give preference to hiring residents of the City of Lansing, and next preference to hiring residents of the Lansing area, including the Charter Township of Delta, provided that the prospective employees have qualified for employment after completing the Company's employment assessment process.

4. Revocation Due To Unlawful Employment Discrimination.

The Company agrees that notwithstanding any other provisions of this Agreement, the IFEC is subject to revocation if after its issuance, a federal or state court determines that the Company has engaged in conduct that establishes a pattern of employment discrimination that is unlawful under federal or Michigan law. If the Lansing City Council reasonably determines that the IFEC should be revoked based on determinations of the City's Human Relations Board, the Michigan Civil Rights Commission, or the Equal Employment Opportunity Commission, then the City may file a declaratory judgment action seeking a judicial determination that the Company has in fact engaged in unlawful employment discrimination that violates this paragraph. Upon a final and non-appealable court determination that the Company engaged in unlawful employment that violates this paragraph, the Company shall agree to the revocation of the IFEC.

5. Review and Audit of Company Employment Information.

The Company agrees to provide the City with sufficient information, and the City may review and audit the information provided by the Company, in order to determine compliance with this Agreement. If the Company fails to provide employment information satisfying the reasonable needs of the City, the Company will provide the City and Michigan Unemployment Insurance Agency (MUIA) written authorization, in a form acceptable to the City and MUIA, to use and develop appropriate MUIA documents, such as, but not limited to the MUIA Multiple Worksite Report BLS-3020, to verify the number of full-time employees stated in a Status Report. In the event that the Company fails to provide the City with any material information required to be provided to the City under this paragraph and the Company's noncompliance is held to be unreasonable by a court of competent jurisdiction, the Company agrees to reimburse the City for all reasonable out of pocket costs, including reasonable attorney's fees, incurred by the City to verify the information which was unreasonably withheld.

6. Payment of Abated Taxes for Employment or Facility Cost Shortfalls.

a. If the Company provides a Status Report under Paragraph 2, and if during the calendar year preceding the date of the Status Report, the average number of new and/or retained full-time employees at the Facility, is less than 1,000, then for each 100 workers that are below 1,000, the City may require the Company to pay the City five percent of the tax year's industrial facility taxes. For illustration purposes, if in 2028, the City has obtained a Status Report in accordance with this Agreement, and during 2027, there are an average of 795 full time workers at the Facility, the City may require the Company to pay the City, ten percent of the 2028 tax year industrial facility taxes. Before making a request for any such payment, the City shall afford the Company the opportunity to present reasons for the shortfall.

b. If the final total investment at the Facility, including real property costs and all costs related to personal property at the Facility, is less than one billion dollars then the City may, in its sole discretion, request that the Michigan State Tax Commission ("STC") reduce the remaining term of the IFEC by half. Before making such a request, the City shall afford the Company the opportunity to present reasons for the shortfall.

7. Scope Of The Application.

The Company's Application is specifically and intentionally limited to an IFEC for improvements of land and buildings (i.e., real property improvements) for the area included in the City of Lansing Industrial Development District, established by City Council

Resolution No. 222, adopted May 8, 2000 and known as IDD-2-00. In the Application, the Company has intentionally not requested an IFEC for machinery, equipment, or furniture and fixtures.

8. The Facility's Relocation.

The Company represents that it does not intend to move the Facility's operations during the entire period for which the IFEC has been approved. If, during that period, the Company moves the operations of the Facility to another location that is outside of the City of Lansing, then it is grounds for revocation of the IFEC, and the City may request that the STC immediately revoke the IFEC.

9. Limitation of Remedies.

The City and the Company agree that the provisions of this Agreement are for the sole benefit of the City and the Company and are not intended to benefit any other person or entity. It is understood and agreed that if the Company does not create or retain the level of employment set forth in Paragraph No. 1 above, the City shall have no right to require the Company by injunction to create or to maintain any specified level of employment for any period of time. The sole and exclusive remedies for noncompliance with the terms, covenants and representations contained in this Agreement are as set forth in this Agreement.

10. Notices. Notices, requests and other communications, including Status Reports and requests for Status Reports, may be sent by personal delivery, or electronic mail, in writing and addressed as provided below. Notices relating to non-performance, termination, or transfer requests, must be made in writing and sent by electronic mail and through U.S. mail, registered or certified, return receipt requested, addressed as follows:

If to the Company:
1 LG Way
Holland, MI 49423

Attn: Lisa C. Niscoromni
E-mail: lniscoromni@lgensol.com

If to the City:
City Hall
125 W. Michigan Avenue
Lansing, MI 48933

Attn: Mayor, City Attorney
E-mail: lansing.mayor@lansingmi.gov
cityatty@lansingmi.gov

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HQ/chrishwang

The Company may advise the City Clerk and the City Economic Development Director in writing of changes in the names and/or addresses of the people at the Company who are to receive any notices or requests relating to this Agreement.

11. Jurisdiction and Construction. The Parties agree that this Agreement is subject to and governed by the laws of the State of Michigan. Any claim or action relating to this Agreement may only be brought before an agency or commission having jurisdiction over the subject of this Agreement located in the State of Michigan, or in a court of competent jurisdiction located in the State of Michigan. If any portion of this Agreement is determined to be legally invalid or unenforceable, the remaining portions will remain valid and enforceable. It is the Parties' intent that any unenforceable provision be construed and limited by a court which considers the matter so as to render it reasonable and enforceable. This Agreement shall be deemed to be written equally by each Party so that it shall not be construed against any Party. The headings in this Agreement are for convenience only.

12. Execution and Effective Date.

This Agreement shall become effective upon issuance of the Facility's IFEC, and shall be null and void and of no force or effect whatsoever unless the STC issues an IFEC for the Facility. This Agreement shall terminate no later than ninety days after the expiration of the IFEC. The Parties may execute and exchange copies of this Agreement via electronic means, including with electronic signatures sent via email. This Agreement shall be deemed to be fully executed upon the receipt by the Parties of counterpart copies executed by each Party regardless of whether transmitted via electronic mail or other means. The Parties may execute and deliver manually or electronically executed copies subsequent to the execution of the copies sent electronically, however, this Agreement shall be deemed to be fully executed upon receipt of the respective executed copies transmitted electronically, regardless of whether manually executed copies are executed and otherwise delivered.

The Parties have made a simultaneous application for a Renaissance Zone, pursuant to 1996 PA 376, for this same Facility. The Parties agree that in the event the Renaissance Zone application is not granted, the IFEC shall be terminated voluntarily by the Parties, and this Agreement shall be null and void and of no force or effect whatsoever. Similarly, if after the effective date of this Agreement, the Renaissance Zone is cancelled, terminated, or otherwise ceases to exist, then the IFEC shall be terminated voluntarily by the Parties, and this Agreement shall be null and void and of no force or effect whatsoever.

IN WITNESS WHEREOF, the City and the Company, by and through their authorized signatories, have executed this Agreement as of the dates indicated.

LG Energy Solution Michigan, Inc.

By: _____

Its: President Dae sik Choi

Date: 3 / 6 / 2025

CITY OF LANSING

By: _____
Andy Schor

Its: Mayor

Date: _____

Approved as to form:

_____
Gregory S. Venker
City Attorney

41959241.5

Confidential
HQ/chrishwang

INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE AGREEMENT

Ultium Cells LLC (the "Company") and the City of Lansing ("City") enter into this written agreement pursuant to section 22(1) of P.A. 198 of 1974, as amended. The Company understands that through its expected investment of over two billion dollars, and the City, by its approving the Industrial Facility Exemption Certificate Application ("Application"), are mutually investing in and benefiting from this economic development project. Furthermore, the Company and the City (collectively the "Parties") agree to the following:

1. General.

a. Pursuant to Public Act 198 of 1974, the Company has submitted the Application to the City to obtain approval of an Industrial Facility Exemption Certificate ("IFEC") for real property (the "Facility"), and not for machinery, equipment, fixtures or furniture. The Facility is to be located in Eaton County, as well as in the City, pursuant to a Public Act 425 Agreement between the City and the Charter Township of Delta.

b. The Company expects to manufacture battery cells at the Facility. The Facility is expected to be completed by December 31, 2025, and include a newly constructed building and site improvements. In the newly constructed building the Company plans to install machinery and equipment. The new building and related site improvements are expected to exceed two million square feet.

c. The Company expects to create and/or retain at least 1,000 jobs at the Facility by December 31, 2028. For purposes of this Agreement, a "full-time employee" shall include a person: 1) who works at the Facility on a salary, wage, commission, or other basis that provides compensation for at least thirty-five (35) hours per week; and 2) from whose compensation the employer is required by law to withhold City income taxes.

2. Company Status Reports.

For each calendar year that the IFEC is in effect, in response to a City request made in writing on or before April 1, and within ninety days of such a request, the Company shall submit to the City's Economic Development and Planning Department, a status report ("Status Report") signed by a Company representative. The Status Report shall provide the following: 1) the average number of the full-time workers employed at the Facility during the prior calendar year; 2) a description of the Company's efforts, during the prior calendar year, to hire local residents as required in Paragraph No. 3; and 3) the Company's available information about the amounts spent for the Facility's construction, and for personal property installed at the Facility, as of the December 31st preceding the

date of the Status Report. For purposes of this Agreement, the average number of full-time employees at the Facility shall be computed using the average of the number of full-time employees working at the Facility on the March 31, June 30, September 30, and December 31 of the calendar year preceding the Status Report's date. In Status Reports prepared pursuant to this Agreement, and for purposes of determining the Company's satisfying its commitments under this Agreement, the Company may report and include full time jobs at the Facility regardless of whether the Company is the employer.

3. Covenant as to Hiring of Local Residents.

With regard to the jobs expected to be located at the Facility, the Company agrees that, subject to i) the Company's collective bargaining agreements, if any, ii) federal and Michigan law, and iii) compliance with the provisions of Paragraph No. 4 concerning equal employment opportunity hiring practices, the Company will use its best efforts to give preference to hiring residents of the City of Lansing, and next preference to hiring residents of the Lansing area, including the Charter Township of Delta, provided that the prospective employees have qualified for employment after completing the Company's employment assessment process.

4. Revocation Due To Unlawful Employment Discrimination.

The Company agrees that notwithstanding any other provisions of this Agreement, the IFEC is subject to revocation if after its issuance, a federal or state court determines that the Company has engaged in conduct that establishes a pattern of employment discrimination that is unlawful under federal or Michigan law. If the Lansing City Council reasonably determines that the IFEC should be revoked based on determinations of the City's Human Relations Board, the Michigan Civil Rights Commission, or the Equal Employment Opportunity Commission, then the City may file a declaratory judgment action seeking a judicial determination that the Company has in fact engaged in unlawful employment discrimination that violates this paragraph. Upon a final and non-appealable court determination that the Company engaged in unlawful employment that violates this paragraph, the Company shall agree to the revocation of the IFEC.

5. Review and Audit of Company Employment Information.

The Company agrees to provide the City with sufficient information, and the City may review and audit the information provided by the Company, in order to determine compliance with this Agreement. If the Company fails to provide employment information satisfying the reasonable needs of the City, the Company will provide the City

and Michigan Unemployment Insurance Agency (MUIA) written authorization, in a form acceptable to the City and MUIA, to use and develop appropriate MUIA documents, such as, but not limited to the MUIA Multiple Worksite Report BLS-3020, to verify the number of full-time employees stated in a Status Report. In the event that the Company fails to provide the City with any material information required to be provided to the City under this paragraph and the Company's noncompliance is held to be unreasonable by a court of competent jurisdiction, the Company agrees to reimburse the City for all reasonable out of pocket costs, including reasonable attorney's fees, incurred by the City to verify the information which was unreasonably withheld.

6. Payment of Abated Taxes for Employment or Facility Cost Shortfalls.

a. If the Company provides a Status Report under Paragraph 2, and if during the calendar year preceding the date of the Status Report, the average number of new and/or retained full-time employees at the Facility, is less than 1,000, then for each 100 workers that are below 1,000, the City may require the Company to pay the City five percent of the tax year's industrial facility taxes. For illustration purposes, if in 2028, the City has obtained a Status Report in accordance with this Agreement, and during 2027, there are an average of 795 full time workers at the Facility, the City may require the Company to pay the City, ten percent of the 2028 tax year industrial facility taxes. Before making a request for any such payment, the City shall afford the Company the opportunity to present reasons for the shortfall.

b. If the final total investment at the Facility, including real property costs and all costs related to personal property at the Facility, is less than one billion dollars then the City may, in its sole discretion, request that the Michigan State Tax Commission ("STC") reduce the remaining term of the IFEC by half. Before making such a request, the City shall afford the Company the opportunity to present reasons for the shortfall.

7. Scope Of The Application.

The Company's Application is specifically and intentionally limited to an IFEC for improvements of land and buildings (i.e., real property improvements) for the area included in the City of Lansing Industrial Development District, established by City Council Resolution No. 222, adopted May 8, 2000 and known as IDD-2-00. In the Application, the Company has intentionally not requested an IFEC for machinery, equipment, or furniture and fixtures.

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If to the Company:

Attn:
E-mail:

If to the City:
City Hall
125 W. Michigan Avenue
Lansing, MI 48933

Attn: Mayor, City Attorney
E-mail: lansing.mayor@lansingmi.gov
cityatty@lansingmi.gov

The Company may advise the City Clerk and the City Economic Development Director in writing of changes in the names and/or addresses of the people at the Company who are to receive any notices or requests relating to this Agreement.

11. Jurisdiction and Construction. The Parties agree that this Agreement is subject to and governed by the laws of the State of Michigan. Any claim or action relating to this Agreement may only be brought before an agency or commission having jurisdiction over the subject of this Agreement located in the State of Michigan, or in a court of competent jurisdiction located in the State of Michigan. If any portion of this Agreement is determined to be legally invalid or unenforceable, the remaining portions will remain valid and enforceable. It is the Parties' intent that any unenforceable provision be construed and limited by a court which considers the matter so as to render it reasonable and enforceable. This Agreement shall be deemed to be written equally by each Party so that it shall not be construed against any Party. The headings in this Agreement are for convenience only.

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REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the City and the Company, by and through their authorized signatories, have executed this Agreement as of the dates indicated.

ULTIUM CELLS LLC

By: _____
Lincoln Schomer

Its: Chief Financial Officer

Date: 12/17/2021

CITY OF LANSING

By: _____
Andy Schor

Its: Mayor

Date: 12/21/2021

Approved as to form:

_____
James D. Smiertka
City Attorney

U.S. Postal Service
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Charlotte, MI 48813

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Eaton County Transportation Board of Directors
916 E. Packard Hwy
Charlotte, MI 48813

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Eaton County Board of Commissioners
1045 Independence Blvd.
Charlotte, MI 48813

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Grand Ledge, MI 48837

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Grand Ledge School Board
220 Lamson Street
Grand Ledge, MI 48837

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Eaton RESA Board of Education
1790 East Packard Highway
Charlotte, MI 48813

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Lansing, MI 48933

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Lansing Community College Board of Trustees
610 N. Capitol Avenue, Ste. 307.5
Lansing, MI 48933

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Lansing, MI 48910

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Capital Area Transit Authority Board of Directors
4615 Tranter Street
Lansing, MI 48910

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Charlotte, MI 48813

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Eaton County Drain Commissioner
1045 Independence Blvd.
Charlotte, MI 48813

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For delivery information, visit our website at *www.usps.com®*.

Lansing, MI 48917

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Delta Township Library Board
5130 Davenport Dr.
Lansing MI 48917

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Lansing, MI 48906

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☐ Adult Signature Restricted Delivery	$
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$	

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Capital Region Airport Authority
4100 Capital City Boulevard
Lansing, MI 48906

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Lansing, MI 48933

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City of Lansing Assessor
124 W Michigan Ave., 3rd Floor
Lansing, MI 48933

Resolution #2025-###

By the Committee of the Whole

Resolved by the City Council of the City of Lansing

WHEREAS, the Lansing City Council has previously established an Industrial Development District (IDD) on May 8, 2000, that included the property commonly known as 8100 Davis Hwy., Lansing, MI. 48917; and

WHEREAS, the City of Lansing received and filed an application from LG Energy Solution Michigan, Inc. requesting transfer of an existing Industrial Facilities Exemption Certificate (2022-006) from Ultium Cells, LLC, for real property investments pursuant to Public Act 198 of 1974, as amended; and

WHEREAS, a hearing was held March 24, 2025 at 7:00pm on the Industrial Facilities Exemption Certificate (2022-006) transfer request filed by LG Energy Solution Michigan, Inc., at which the applicant, the assessor, and the representatives of the legislative body of each taxing unit that levies ad valorem taxes for the IDD had the opportunity to appear and be heard; and

WHEREAS, the current Certificate holder, Ultium Cells, LLC, executed a written Industrial Facilities Exemption Certificate Agreement with the City of Lansing, and LG Energy Solution Michigan, Inc. has agreed to assume and assign all duties and obligations under the Agreement from Ultium Cells, LLC; and

WHEREAS, LG Energy Solution Michigan, Inc. has substantially met all of the requirements for the amendment of the Exemption Certificate as required by Public Act 198 and by the policies of this Council; and

WHEREAS, the application for transfer also contains an amendment to increase the total project costs related to real and personal property to reflect the improvements made by the current certificate holder; and

WHEREAS, the aggregate SEV of real and personal property exempt from ad valorem taxes within the City of Lansing, after granting this certificate, will continue to not exceed 5% of an amount equal to the sum of the SEV of the unit, plus the SEV of real property thus exempted, and

WHEREAS, the Industrial Facilities Exemption Certificate, when transferred, shall continue to be and remain in force for a period of twelve (12) years after completion of the facility.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council finds and determines that the granting of this Industrial Facilities Exemption Certificate considered together with the aggregate amount of certificates previously granted and currently in force under Act No. 198 of the Public Acts of 1974, shall not have the effect of substantially impeding the operation of the City of Lansing, nor impairing the financial

soundness of any taxing unit which levies ad valorem taxes in the City of Lansing.

BE IT FURTHER RESOLVED that the Lansing City Council hereby approves the application of LG Energy Solution Michigan, Inc. for transfer of an Industrial Facilities Exemption Certificate (2022-006), for real and personal property investments in the areas of the IDD legally described as:

ENTIRE SEC 32, EXC E 350 FT OF SEC 32, ALSO EXC COM 405 FT W OF SE COR SEC 32, TH N 665.5 FT, W 2236.43 FT TO W LINE OF SE 1/4 SAID SEC, S 676.5 FT TO S LINE SAID SEC, E 2236.75 FT TO BEG, AND ALSO EXC LANDS USED FOR GUINEA AND NIXON RDS & MILLETT& DAVIS HWYS; 548 ACRES +/- ; SEC 32 T4N R3W, 23-50-40-32-250-001,

for a period of 12 years, after project completion, provided that this resolution shall be effective upon the execution of an amendment to the written Industrial Facilities Exemption Certificate Agreement between Ultium Cells, LLC and the City of Michigan, transferring all duties and obligations to LG Energy Solution Michigan, Inc., subject to the City Attorney's prior approval as to form and correction of minor technical revisions, if any.

BE IT FURTHER RESOLVED that the Lansing City Council approves the amendment to increase in total project costs contained in the application of LG Energy Solution Michigan, Inc.

BE IT FINALLY RESOLVED that the Mayor, on behalf of the City, is authorized to execute the afore stated amendment to the agreement, or a new agreement with LG Energy Solution Michigan, Inc. containing the exact same terms as the original, subject to prior approval thereof as to form by the City Attorney.

2025 Council Member Board and Commission Assignments-

Capital Area Michigan Works Admin. Board: *Council Members Pehlivanoglu, Kost and Carter*
Capital Region Airport Authority: *Council Member Spadafore*
City of Lansing & Charter Township of Lansing Liaison Commission: *Council Member Pehlivanoglu*
Community Corrections Advisory Board: *Council Member Kost*
Downtown Lansing, Inc.: *Council Member Spadafore*
Employee Retirement: *Council Member Garza*
Police & Fire Retirement: *Council Member Garza*
Lansing Entertainment & Public Facilities Authority: *Council Member Jackson*
Planning Commission: *Council Members Kost and Hussain*
Tri-County on Aging Consortium Board: *Council Members Kost and Pehlivanoglu*
Tri-County Regional Planning Commission: *Council Members Hussain, Pehlivanoglu and Spadafore*