



Andy Schor, Mayor

Michigan Avenue Corridor Improvement Authority

Board of Directors Monthly Meeting

Friday, March 21st, 2025 – 8:30 AM

Foster Community Center
200 N. Foster Ave., Room 211
Lansing, MI 48912

AGENDA

1. Call to Order / Roll call
2. Approval of the MACIA January Board Meeting Minutes (1.17.25) **Action**
3. Approval of the FY 2025/2026 Annual Budget- **Action**
4. Adoption of Development (E. Helzer) Contract- **Action**
5. Update on the Block 2000 Projects- L. Baumer
6. Update on the Michigan Ave. Construction Gathering- T. Daman
7. Other Business
8. Public Comment
9. Adjournment



**Michigan Avenue Corridor Improvement Authority
Board of Director's Meeting
Friday, January 17, 2025 – 8:30 AM
Foster Community Center
200 N. Foster Ave., Room 211
Lansing, MI 48910**

Members Present: Yvette Collins, Scott Gillespie, Laurie Baumer, Jon Lum, Tim Daman

Mayoral Designee:

Members Absent: Elaine Barr (excused)

Facilitator Present: Kahleea Washington (LEDC)

Public Present: Christina Campbell, Regional Manager Community Engagement for U of M Health (will be joining as a new board member)

Recorded by: Yvette Collins

Call to Order/Roll call

Chair Lum welcomed everyone and called the MACIA Board of Directors meeting to order at 8:32 a.m.

Public Comment

None

Approval of November 15, 2024, MACIA Meeting Minutes - Action

MOTION: Baumer moved to approve the November Meeting Minutes. Motion seconded by Gillespie.

YEAS: Unanimous. Motion carried.

Approval of Michigan Ave. CIA 2025 Meeting Schedule - Action

MOTION: Collins moved to approve the 2025 Meeting Schedule, alternating meetings every other month. Motion seconded by Collins.

YEAS: Unanimous. Motion carried.

The 2025 Board Meeting Schedule approved is as follows:

January 17, 2025

March 21, 2025

May 16, 2025 – Adding an Informational meeting

July 25, 2025

September 19, 2025 – Adding an Informational meeting

November 21, 2025

Vote on the 2025 Board Member Officer Positions - Action

MOTION: Gillespie moved to approve the 2025 Board Member Office slate. Motion seconded by Collins.

YEAS: Unanimous. Motion carried.

The Board Members for 2025 are as follows:

Chairperson	Jon Lum
Vice Chairperson	Laurie Baumer
Treasurer	Tim Daman
Recording Secretary	Not filled (as not a requirement to fill)

There was a discussion about the mayoral appointee position remaining as an open position on the board. There was discussion about Gillespie's term being up in 2025 and his plan to step down in the future. There was a discussion about the length of terms being three years and on a rotating basis.

Approval of the Development Services Expenditure - Action

MOTION: Daman moved to approve the Development Services Expenditure of \$14,000. Motion seconded by Baumer.

YEAS: Unanimous. Motion carried.

Discussion on the 2025 Annual Budget/Spending Plan

There was discussion on the 2025 annual budget and Kahleea's proposal of a spend that reflects at least 75% of the MACIA budget. It is anticipated that the budget should include a change to the projected budget line for Placemaking Initiatives to use the term Potential Projects. There was an additional recommendation to create totals for each of the categories.

Other Business

Daman made a proposal that MACIA invites Andy Kilpatrick to address businesses before the next phase of Michigan Avenue construction begins. Daman proposed that MACIA should encourage Andy to provide education to businesses on the next phase. Jon offered that it might make sense to include maps and the structure to make people/businesses more aware. Daman offered to reach out to the mayor and Andy Kilpatrick to do a virtual meeting. Lum suggested that was something that MACIA might be able to help facilitate.

Lum reminded the group that there had been extensive discussions about the branding of MACIA as a d/b/a to make it easy. Baumer is in favor of doing something that has greater impact. Banners might work better than street stopper signs. Maybe table the discussion until we're closer. Daman suggested connecting with Julie Pingston on some possible wayfinding efforts. Gillespie says we

don't need to use wayfinding if it takes people away from Michigan Avenue. We need to be the destination. We need to be a magnet.

Gillespie says we need to talk about the 2000 Block. The last time this was discussed, Scott was just going to do it. Scott is mindful of how this could look and doesn't want it to seem self-serving. Gillespie offered that we have most of the work done as far as planning and conversation. Gillespie proposed coming up w/a final plan, working with the business owners and putting together a revised budget and getting the work done.

Washington is supposed to ask for an RAP project through MEDC so that the city can get funding done through the RAP application. Washington produced the MOU to the businesses owners and wondered if we had signed documents. We need the MOUs signed. Alex believes the RAP dollars would cover the business owners. Baumer wants to make sure the project is cohesive.

Gillespie mentioned that the last discussion was that the city's money must be distributed, and the amount was \$12,500. We talked about painting two areas and working on the canopy above the bookstore and some work over the Bill Leech property. We haven't had discussions with China Flavor. Baumer says her board wants that money back unless the project is happening. Gillespie says he would like to have it go in the spring. It won't be until April before it moves forward. Baumer has a meeting in February with her board.

There was talk about the need to finalize the agreements with the individuals. The MOUs spelled out what work must be done. Baumer doesn't recall seeing MOUs. She asked if we could see the MOUs. Gillespie will push to get the MOUs but cautions that we must collaborate with the individuals.

Daman said he just had one question, and it relates back to an earlier point Gillespie made about needing a big win. Lum says the under-the-bridge project was the biggest one. Gillespie says a big win for us is to get the business owners to understand that we are there for them and we are promoting them.

Gillespie offered we still need to figure out our branding.

Public Comment

What does success look like for this group? Is what I've centered on is that it's servant leadership on this corridor and how to put that into a succinct statement. It is exciting to potentially be a part of it.

Adjournment

Chair Lum adjourned the Michigan Avenue Board of Directors at 9:50 a.m.

Jonathan Lum, Chair
Michigan Avenue Corridor Improvement Authority

1	Michigan Avenue Corridor Improvement Authority				
2	Fiscal Year July 1, 2025 - June 30, 2026				
3	Affiliated Agency Budget - LEDC				
4					
5		FY 2024	FY 2025	FY 2025	FY 2026
6		Actuals	Adopted	Projected	Proposed
7			Budget	Budget	Budget
8					
9	Beginning Fund Balance	211,523	334,668	334,668	543,301
10					
11	<u>Revenues</u>				
12	Tax Increment Revenue	127,125	158,282	114,558	145,230
13	Interest	-	-	-	-
14	Total Revenues	127,125	158,282	114,558	145,230
15					
16	<u>Expenditures</u>				
17	Aesthetic and Design	-	-	-	122,243
18	Economic Reconstruction	-	20,625	20,625	162,990
19	Marketing and Promotional	3,980	3,375	8,102	81,495
20	Organizational	-	-	-	40,747
21	Total Expenditures	3,980	24,000	28,727	407,475
22					
23	Beginning Fund Balance	211,523	334,668	457,470	563,970
24	To/(From) Fund Balance	123,145	134,282	85,831	-262,245
25	Ending Fund Balance	334,668	468,950	543,301	301,725
26					

ADVANCED REDEVELOPMENT SOLUTIONS

PO Box 204, Eagle MI 48822

Tel 517.648.2434

ephelzer@msn.com

MARCH 10, 2025

Mr. Jonathan Lum, Chair
Michigan Avenue Corridor Improvement Authority
c/o Lansing Economic Development Corporation
401 Washington Square South
Lansing, MI 48933

Transmitted Via Email:
jonathan.m.lum@gmail.com

Subject: Engagement Letter – Potential Redevelopment Project Evaluation
Michigan Avenue Corridor Improvement Authority ("MACIA")
Lansing, Michigan
Project Contract Number: 250002 ("Project")

Dear Mr. Lum,

We are pleased that you have engaged Advanced Redevelopment Solutions ("Firm" or "ARS") as your Consultant ("Consultant") to assist the Michigan Avenue Corridor Improvement Authority (herein referred to as "Client" or "MACIA") with a Potential Redevelopment Project Evaluation ("Services") in Lansing, Michigan, as a pilot project of MACIA which is the subject of this Engagement Letter ("Agreement").

This letter confirms the scope and related terms of our engagement for the following Client.

- Michigan Avenue Corridor Improvement Authority ("MACIA")
- Client Authorized decision makers and contact information:
 - Mr. Jonathan Lum
 - Chair
 - Michigan Avenue Corridor Improvement Authority
 - 200 N. Foster Avenue, Room 211
 - Lansing, MI 48912
 - Phone #: 517-798-6264
 - Email: jonathan.m.lum@gmail.com

OVERVIEW OF SERVICES AND FEES

Advanced Redevelopment Solutions consulting services provides Incentives Services, Project Financial Support Services, Project Management Site Construction Services (Pad Ready Brownfield Services and Site Development Services), Entitlement Services, Redevelopment Ready Site Services, and Owners Representation Services to its clients throughout the various stages of the development process.

This Agreement is specific to the consulting services of Incentives Services as described in our November 14, 2024, Scope of Work - Potential Redevelopment Project Evaluation Proposal ("Proposal") which is made a part of this Agreement and is included in Attachment A. The Scope of Work and Fees identified in the Proposal are contracted under this Agreement.

PAYMENTS

ARS will bill the Client for fees and expenses monthly as they are incurred in accordance with the attached Schedule of Fees. However, for this Project only, on the Not To Exceed (T&E NTE) task, the Consultant's Principal/Senior Incentives Advisor (Eric P. Helzer) fee shall be set at \$240.00 per hour. The Consultant shall be paid by Client based upon the fees included for each individual approved task assignment. Compensation shall not exceed that amount shown on each approved individual task assignment for type of services under this Agreement unless authorized in writing signed by Client and Consultant or as may be amended from time to time.

Advanced Redevelopment Solutions typically requires a retainer upon execution of any Agreement but has waived this requirement.

Client agrees to pay our invoices upon receipt. Any questions or objections to any bill or statement rendered by us to Client must be made within 30 days of the billing date. If Client does not question or object to a bill or statement within 30 days of the billing date, the bill or statement will be deemed to be accurate and correct and fully due and payable.

Further, the obligation for the payment of the fees and out-of-pocket expenses is not contingent on the outcome of the engagement. Client shall be responsible for any and all costs incurred by Consultant to successfully collect fees, including court costs and attorney fees.

CLIENT'S STATEMENT

Client hereby represents and warrants to Consultant, and consents and agrees, to the following statements, which shall be binding on Client and relied upon by Consultant, in the performance of Services:

- (i) Client is duly organized and validly existing under the laws of its jurisdiction with the power to carry on its business as it is now being conducted; and
- (ii) Client acknowledges that Consultant will act as Client's authorized representative throughout the engagement of services related to Client's proposed Project and in such capacity shall perform the duties contemplated by this Agreement. Consultant, as an authorized representative of Client, has the right to: contact any public agency, including talking with any public employee without additional consent; have access to information and records of Client; attend public agency meetings; request information through freedom of information acts (FOIA); complete forms and applications; sign forms and applications, such as pre-applications and reports required to secure any intended incentives or approvals but this provision shall not include any binding financial agreements; provide documentation; appeal agency decisions, and; receive forms and notices; and

- (iii) Client acknowledges Consultant shall not be responsible for, acts or omissions of any Developer, contractor, subcontractor, sub-subcontractor, consultant, subconsultant, sub-subconsultant, attorney, architect or any other persons or entities performing portions of the Work not directly under the management of the Consultant. The term "Work" in this Agreement means the construction and services required for the Project, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Consultant to fulfill the Consultant's obligations. The Work may constitute the whole or a part of the development Project; and
- (iv) Client agrees, upon request of the Consultant, to cooperate with and participate in Consultant's activities under this Agreement. This includes calling meetings, providing meeting sites and amenities, and providing information requested by Consultant. Client will be involved in approval processes under this Agreement that will include public forums and negotiations with public agencies; and
- (v) Client acknowledges that the Consultant as a part of its services under this Agreement will disclose Client provided information that will become part of the public domain by publication or otherwise; and
- (vi) All information and documents provided by Developer and Client for use in any application or incentive are assumed to be true, complete and accurate so that Consultant can rely on the information in the performance of its services under this Agreement without further investigation; and
- (vii) Client understands that incentive programs are not entitlement programs, and as such, approval of any incentive program is not guaranteed; and
- (viii) Client understands that it is their responsibility to remain in compliance with any incentive program secured along with any related incentive legislation. Post incentive program award actions are not the responsibility of the Consultant; and
- (ix) Consultant is not an attorney and does not provide legal advice, as such, it is the Client's responsibility to seek legal advice at its own expense, on legal matters or questions that may arise regarding any incentive program and to have any incentive program documents prepared by Consultant reviewed by Client's legal counsel prior to submission to any public agency; and
- (x) Consultant is not an accountant and does not provide accounting services, as such, it is the Client's responsibility to seek accounting/financing advice at its own expense, on tax matters or questions that may arise regarding any incentive program or incentive program documents; and
- (xi) Client acknowledges that it will cooperate with Developer and local assessing official(s) on determining the post-development taxable value of the proposed Project because Client recognizes that any incentive involving tax increment financing is dependent upon tax increment revenue projections. Projections of post-development taxable value will be part of any tax increment finance projection. The accuracy of all projections is directly related to the information provided by the Developer and Client; and
- (xii) Client acknowledges that tax increment revenue in any incentive involving tax increment financing will be estimated based upon specific assumptions detailed in a tax increment financing plan adopted by the governing body and or authority. The assumptions are based upon factors beyond the Consultant's control and there is, therefore, no assurance that these projections will be achieved. Many factors may prevent the projections from being achieved. These include yearly changes in the tax rates of the various taxing entities, the rate of property value inflation, the construction plans of private individuals and companies, and unpredictable legislative changes affecting assessment ratios, assessed valuation exemptions, and tax rates. Certain school and county tax rates are subject to periodic renewal by the electors and may not be renewed. Legislative changes exempting particular types of property from taxation may cause a drop in revenues. Changes in business operations may cause equipment to become obsolete and lose value to a greater extent than has been projected. Limitations imposed on the annual increase in valuation of each parcel of property may reduce assessment growth and capture assessed values below assumed rates and levels. Challenges to property valuations by individual taxpayers may

- result in a reduction in those taxes due to a reduction in valuations through the appeal process. Also, further changes by the State in the method of financing public education that would reduce property tax rates could result in a reduction in tax increment revenue; and
- (xiii) There is no assurance that growth will occur or that tax rates will remain in effect for the duration of the plan, as may be projected, for any incentive involving tax increment financing. Further, there is no assurance that federal and or state legislation will not be adopted that will have an impact on the governing body or on any authority's ability to meet debt service on any bonds issued pursuant to any legislatively adopted Public Acts in anticipation of the collection of tax increment revenues captured for the purpose of paying the cost of certain allowed activities or public improvements within a governing body; and
- (xiv) This Agreement has been authorized by Client, and when executed, is a valid and binding agreement of Client, fully enforceable according to its terms; and
- (xv) Client shall be solely responsible for payments of Consultant's fees.

ASSIGNMENT

This Agreement shall not be assignable by either party without the prior written consent of the other party.

RELATIONSHIP

This Agreement does not make either party the employee, partner, joint venture, agent or legal representative of the other for any purpose whatsoever. Neither party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other party.

CONFIDENTIALITY

The parties acknowledge that in connection with Consultant's Services, subject to the terms and conditions of this Agreement, Consultant hereby agrees that during the term of this Agreement and for a period of two (2) years thereafter: (i) Consultant shall not publicly divulge, disseminate, publish or otherwise disclose any Client Confidential Information without Client's prior written consent, which consent shall not be unreasonably withheld; and (ii) Consultant shall not use any such Client Confidential Information for any purposes other than consultation with Client, except for Consultant's use of such information for purely internal research, analysis or comparison. Notwithstanding the above, Client and Consultant acknowledge and agree that the obligations set out in this section shall not apply to any portion of Client Confidential Information which:

- (i) was at the time of disclosure to Consultant part of the public domain by publication or otherwise; or
- (ii) became part of the public domain after disclosure to Consultant by publication or otherwise, except by breach of this Agreement; or
- (iii) was already properly and lawfully in Consultant's possession at the time it was received from Client; or
- (iv) was or is lawfully received by Consultant from a third party who was under no obligation of confidentiality with respect thereto; or
- (v) was or is independently developed by Consultant without reference to Client Confidential Information; or
- (vi) is required to be disclosed by law, regulation or judicial or administrative process; or
- (vii) in the case of information prepared by Consultant, is encompassed within and derived from Consultant's professional commitments to any information required to be submitted to any public agency, in writing or orally, which is generated or derived by the Consultant in the performance of or as a result of the services hereunder; or
- (viii) is required to be disclosed by law (including, but not limited to, Michigan's Freedom of Information Act (FOIA)).

Notwithstanding any other term of this Agreement, Client agrees that it shall not disclose to Consultant any information which is Client Confidential Information: (i) except to the extent necessary for Consultant to fulfill Consultant's obligations to Client under this Agreement; or (ii) unless Consultant has agreed in writing to accept such disclosure. All other information and communications between Client and Consultant shall be deemed to be provided to Consultant by Client on a non-confidential basis. Client also agrees that Consultant may share the terms of this Agreement on a confidential basis with its employees, legal and financial advisors, insurers and other third parties who have a legitimate need to know about them, and that Consultant may disclose the existence and general nature of his consulting arrangement with Client with any public agency, its colleagues and co-workers, and its collaborators, as well as boards and audience members at meetings and forums at which Consultant is speaking or presenting, whenever such disclosures are legally or ethically required or appropriate. Client further agrees that Consultant shall not be liable to Client or to any third party claiming by or through Client for any unauthorized disclosure or use of Client Confidential Information which occurs despite Consultant's compliance with Consultant's obligations under this Agreement.

Upon termination of the Agreement, or any other termination of Consultant's services for Client, all records, drawings, notebooks and other documents pertaining to any Confidential Information of Client, whether prepared by Consultant or others, and any material, specimens, equipment, tools or other devices owned by Client then in Consultant's possession, and all copies of any documents, shall be returned to Client, except Consultant may keep one copy of all documents for his or her files (which copy shall be subject to the confidentiality and non-use requirements set out in this Agreement).

CONSULTANTS FILE RETENTION POLICY

It is Consultants' policy to retain Client files for a period of five (5) years after completion of the Services, after which time Consultant may arrange for proper destruction of the contents of the file without further notice to Client. According to the Michigan Rules of Professional Conduct, Rule 1.15, the file developed in this matter belongs to Client. At any time during Consultants' five-year file retention period, Client may have access to or can make arrangements to take the file. Consultants may retain copies of their work product in this matter.

E-MAIL COMMUNICATION

In connection with this engagement, we may communicate with you or others via e-mail transmission. As e-mails can be intercepted and read, disclosed or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that e-mails from us will be properly delivered and read only by the addressee. Therefore, Consultant specifically disclaims, and Client waives, any liability or responsibility whatsoever for interception, unintentional disclosure or communication of e-mail transmissions, or for the unauthorized use or damage to any person or entity resulting from the use of e-mail transmissions, including any consequential, incidental, direct, indirect or special damages, such as loss of sales or anticipated profits, or disclosure or communication of confidential or proprietary information.

LIMITATIONS OF DAMAGES; LIMITATIONS PERIOD FOR BRINGING A LAWSUIT; INDEMNIFICATION

In order to help avoid any litigation in the event of a disagreement arising out of the performance of services under this engagement, and to help determine the amount of damages, if proven, Client agrees that Consultant's maximum exposure and liability to Client for damages of any kind or nature, foreseen or unforeseen, arising out of or in any way related to any act or omission for which we are or maybe responsible in the performance of any services contracted for under the terms of this engagement, are limited to the amount of our fees for this engagement. This limitation shall not, however, apply to the extent that damages arose out of our gross negligence or willful misconduct.

To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless the Consultant, Consultant's agents and employees of them from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of work caused by the negligent acts or omissions of Client or anyone directly or indirectly employed by Client or anyone for whose acts it may be liable including but not limited to, claims and liabilities made by architect, engineer, contractor, sub-contractors, utilities, suppliers, Consultant management company, employees or third parties relating to the Project. This indemnification shall not, however, apply to the extent that damages arose out of our gross negligence or willful misconduct of the Consultant, Consultant's agents or employees.

Further, because of the difficulties inherent in recalling communications and preserving all relevant information, Client further agrees that, notwithstanding any applicable period of limitations or tolling period for bringing commencing an action based upon services performed under this engagement, any such proceeding, except actions brought by Consultant to enforce payment of our invoices, must be brought within 24 months from the date of the completion of the services giving rise to such claim, unless Client management, within this same 24 month period, provides Consultant with a written notice of the specific defect in our services that forms the basis of the claim.

FACILITATED MEDIATION/ARBITRATION

The parties agree that any controversy to arise between them as a result of this Agreement that cannot be resolved between the parties will be submitted to facilitative mediation for resolution. In the event that mediation is not successful in resolving the controversy the parties will submit the controversy to binding arbitration pursuant to Michigan's Uniform Arbitration Act with the arbitrator to be selected by mutual agreement of the parties and the cost to be shared equally by the parties. The arbitration hearings shall be conducted in Lansing, Michigan. Judgment on the award rendered in the arbitration may be entered in and enforced by any court having jurisdiction thereof.

Before arbitration may be commenced, the following steps must be taken to attempt to resolve any dispute that arises out of or in connection with this Agreement (including any dispute as to the validity, breach or termination of the Agreement, or as to any claim in tort, in equity or pursuant to any statute):

- (i) Notice (the notice of dispute) must be given in writing by the party claiming that a dispute has arisen to the other party (or parties) to this contract specifying the nature of the dispute;
- (ii) Upon receipt of the notice of dispute, the parties must meet and attempt to agree upon an appropriate procedure for resolving the dispute e.g. by selecting an approved Mediator;
- (iii) If within 10 business days of receipt of the notice of dispute the dispute is not resolved or an appropriate alternative dispute resolution process is not agreed, then the parties shall refer the dispute to a Mediator approved by the Ingham County Circuit (Business) Court;
- (iv) The parties must co-operate with the Mediator as facilitator;
- (v) If within 10 business days after referral of the dispute to the parties have not agreed upon the mediator or other relevant particular the mediator and any other relevant particular will be determined in accordance with the Arbitration provisions of this Agreement.

This clause will remain operative after the Agreement has been performed and notwithstanding its termination.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Michigan, without reference to rules regarding choice of law.

SEVERABILITY; WAIVER

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any delay or waiver by a party to declare a breach or seek any remedy available to it under this Agreement or by law will not constitute a waiver as to any past or future breaches or remedies.

ENTIRETY

This Agreement is the entire understanding and agreement between the parties with respect to the subject matter covered, and all prior agreements, understandings, covenants, promises, warranties and representations, oral or written, express or implied, not incorporated in this Agreement are superseded. This Agreement may not be amended or supplemented in any way except in writing, dated and signed, by authorized representatives of both parties.

TERM OF ENGAGEMENT

Unless terminated sooner, this engagement shall terminate upon the completion of the services that are specified in this Agreement unless this Agreement is amended or extended by authorized representatives of both parties. In addition, either party may terminate this engagement at any time by giving written notice to the other party, at the addresses reflected in this engagement letter. Such written notice shall be delivered not less than 30 calendar days before the effective date of termination. In the event of such termination, Client agrees to pay Consultant for the unpaid services performed up to such effective date of termination at our standard hourly rates plus costs and expenses.

EFFECTIVE DATE

Consultant has agreed to commence performance of the duties immediately as described in this Agreement upon receipt of required retainer, if any, and Client execution of this Agreement which shall set the Effective Date. Acceptance of this Agreement by Client acknowledges that Client has authorized services from the Effective Date forward.

NOTICES

Any notices required by this Agreement shall be delivered to the following address by registered or certified mail, delivery service or email providing proof of delivery/receipt. Notice requiring response in less than 10 days shall be delivered by overnight delivery service.

To Client:

Jonathan Lum
Chair
Michigan Avenue Corridor Improvement Authority
200 N. Foster Avenue, Room 211, Lansing, MI 48912
Email: jonathan.m.lum@gmail.com

To Consultant:

Eric P. Helzer, EDFP
Principal
Advanced Redevelopment Solutions
PO Box 204, Eagle, MI 48822
Email: ephelzer@msn.com

ATTACHMENTS

The following documents are attached to and hereby made a part of this Agreement:

- Attachment A – November 14, 2024, Scope of Work – Potential Redevelopment Project Evaluation Proposal
- Schedule of Fees

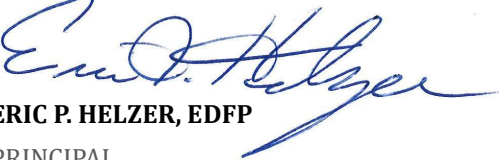
----- This Area Intentionally Blank -----

EXECUTION OF ENGAGEMENT LETTER

Please return a signed and dated copy to me within three (3) business days of receipt of this letter along with the required retainer. Please understand, under no circumstances, shall we prepare any significant work product or attend key public meetings until we receive from Client, this signed engagement letter and the required retainer.

We are pleased to have you as a client and look forward to continuing our mutually beneficial relationship. Thank you for your confidence in Advanced Redevelopment Solutions.

Warm regards,


ERIC P. HELZER, EDFP
PRINCIPAL

By signing below, Client and Client's authorized representative whose signature appears below acknowledge that they have read this Agreement, fully understand its terms and voluntarily sign the same with the understanding that Clients' acceptance of this Agreement shall be fully binding upon Client.

CLIENT HEREBY ACCEPTS ALL OF THE TERMS AND CONDITIONS SET FORTH ABOVE AND IN ALL ADDENDA SIGNED BY CLIENT:

Michigan Avenue Corridor Improvement Authority

Signature

Printed Name

Its

Date

ATTACHMENT A

ADVANCED REDEVELOPMENT SOLUTIONS

PO Box 204, Eagle MI 48822

Tel 517.648.2434

ephelzer@msn.com

NOVEMBER 14, 2024

Ms. Laurie Strauss Baumer, President & CEO
Community Foundation
330 Marshall St, Suite 300
Lansing, MI 48912

Transmitted Via Email:
lbaumer@ourcommunity.org

Subject: Scope of Work – Potential Redevelopment Project Evaluation
Michigan Avenue Corridor Improvement Authority ("MACIA")
Lansing, Michigan

Dear Ms. Baumer,

We are pleased that Advanced Redevelopment Solutions is being considered as a Consultant ("ARS" or "Consultant") to assist the Michigan Avenue Corridor Improvement Authority (herein referred to as "Client" or "MACIA") with a Potential Redevelopment Project Evaluation in Lansing, Michigan, as a pilot project of MACIA.

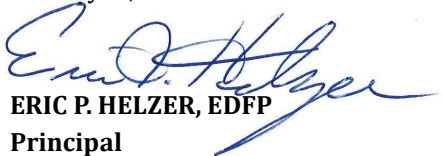
According to the Lansing Economic Development Corporation's website we understand that the: "Michigan Avenue Corridor Improvement Authority was established to oversee the strategic economic development of the Michigan Avenue Corridor. The Michigan Ave. corridor is a commercial corridor that runs along E. Michigan Ave. from S. Larch St. to the city's limit to the east. The MACIA's sole purpose is to generate economic development and revitalization along the commercial corridor to improve the overall community."

Per MACIA's request, we have prepared a Scope of Work that will help MACIA's redevelopment evaluation of a potential project along the Michigan Avenue Corridor. This Scope of Work will also provide an opportunity to investigate creative concepts for integrating new supportive uses and incentives that will thrive in the ever-changing economy. The resulting recommendations in our Scope of Work will assist MACIA in their discussions to improve upon a road map for future development and the use of various incentives to support needed economic development and revitalization along Michigan Avenue. This letter is for discussion purposes with MACIA to consider the attached potential Scope of Work to engage ARS in a formal agreement.

Advanced Redevelopment Solutions has supported hundreds of redevelopment projects and is well-qualified to evaluate the targeted properties. Moreover, we bring experience with over 60 enhancement programs at the federal, various states & local government level incentives and of particular importance to MACIA, CIA plans and other TIF Authority (i.e. Brownfield Redevelopment Authority, Downtown Development Authority) plans in Michigan.

Again, we appreciate MACIA's consideration of Advanced Redevelopment Solutions for this important assignment. Please let me know if you have any questions or need additional information.

Thank you,


ERIC P. HELZER, EDPF
Principal

Scope of Work & Fee

Scope of Work

TASK 1 – POTENTIAL REDEVELOPMENT PROJECT EVALUATION

Advanced Redevelopment Solutions, at the request of the Michigan Avenue Corridor Improvement Authority (“MACIA”), shall complete an evaluation of one potential redevelopment project area under one redevelopment scenario to evaluate what will fit best with different financial structures for prospective developers. Tasks proposed are as follows:

Task 1A – Project Start-up

The project will commence with a kick-off meeting between Advanced Redevelopment Solutions and designated representatives of MACIA and possibly a meeting with an ad hoc MACIA committee. During those meetings we will discuss the Scope of Work to clarify goals & objectives for the following:

- Review schedule, and mutual expectations; discuss and confirm communication channels.
- Target key parcels and or areas in an evaluation process to select the potential redevelopment project area.
- Determine the potential redevelopment scenario for the selected redevelopment project area to evaluate what will fit best with different financial structures for prospective developers.

Task 1B – Potential Redevelopment Project Area Selection

Advanced Redevelopment Solutions will collect pertinent data and conduct field investigation to support the analysis and recommendation to select the potential redevelopment project area that will be evaluated under the preliminary incentives’ evaluation. Information to be collected and evaluated will include the following (if available):

- Existing land use.
- Current ownership.
- General building and site conditions.
- Current assessed and taxable value information.
- Other information deemed pertinent.

Task 1C – Preliminary Incentives Evaluation

The following tasks will be completed to support the selected potential redevelopment project’s preliminary evaluation of available incentives.

Advanced Redevelopment Solutions understands that it will need to evaluate a variety of available incentives under the selected potential redevelopment scenario to evaluate what will fit best with different financial structures for prospective developers.

Redevelopment incentive programs are specific to the existing condition of the property selected and its end redeveloped use which will be determined under the selected potential redevelopment scenario between ARS and MACIA. Advanced Redevelopment Solutions will complete the preliminary incentives evaluation for the selected potential redevelopment scenario that will:

- Evaluate and identify potential applicable incentive programs that may support the potential project.

Scope of Work & Fee

-
- Assist the Client in identifying potential project estimated costs. Cost estimates will be for illustrative purposes only.
 - Estimate the potential project's preliminary projected future taxable values and incremental taxable value over the current taxable values for the selected potential redevelopment project area.
 - Estimate the potential project's total annual taxes paid and annual capturable tax increment revenues under the selected tax increment financing ("TIF") Plan that could be made available toward the reimbursement of eligible activity costs, depending upon the incentive tool that is recommended.
 - Estimate the duration of a TIF Plan's capture after completion of the potential projects because of the potential project's estimated eligible activity costs.
 - Evaluate and possibly estimate alternate forms of property taxation, such as a Workforce Housing Payment in Lieu of Taxes ("Workforce Housing PILOT") or applicable tax abatement, values for the potential project.
 - Provide estimates, if applicable, as to how potential incentives can work together or independently.

Local and state government agencies offer these incentives, but their availability depends on the willingness of these agencies to engage and support the recommended incentives, the roles and structure of the development team, and the aspirations and goals of private developers.

Task 1D – Summary Letter Report and MACIA Presentation Meeting

Upon completion of the preliminary incentive's evaluation effort, Advanced Redevelopment Solutions will prepare a "summary letter report" of the potentially applicable economic development tools/financial incentives. Included in this report will be recommendations for the next steps. This summary letter report is ARS's final deliverable under this Scope of Work. The summary letter report will be provided to the Client as a starting point in our discussions with MACIA to pursue the redevelopment of the potential redevelopment project area. The potential incentive mechanisms identified in the summary letter report could be useful in bridging financing gaps to manage the site-specific conditions, building needs, and market conditions of a potential redevelopment project for the selected redevelopment project area.

Advanced Redevelopment Solutions will present to the MACIA Board our findings and recommendations outlined in the summary letter report. Our presentation to the MACIA Board will form the basis for a discussion amongst board members. Advanced Redevelopment Solutions will be prepared to answer questions and give input.

TASK 2 – MEETINGS (virtual or in-person after submission of the Summary Letter Report and Presentation to MACIA or any extraordinary meetings beyond what are identified in Task 1)

If meetings are needed beyond the date of the summary letter report presentation meeting to MACIA, additional costs will be charged on a time and expenses basis as defined in the fee section.

Scope of Work & Fee

FEE

ARS's fees for Services on the Project appearing in the scope of work (Tasks) are structured as a combination of 1) Time and Expenses Not To Exceed (T&E NTE) and 2) Fixed Fee (FF), and based, in part, on the Schedule of Fees that will be attached to the ARS Agreement and the following table. Any additional tasks will be performed by ARS on a T&E basis unless agreed in a writing signed by the Client and ARS. ARS typically requires a retainer at the time of the execution of the ARS Agreement but has waived this requirement.

After MACIA and Advanced Redevelopment Solutions have an opportunity to discuss the proposed Scope of Work, Advanced Redevelopment Solutions will provide a revised Scope of Work and Fee, if needed, in the form of an agreement.

Task #	Task Name	Cost Type	Unit	Hourly/ Unit Rate	Cost
TASK 1	POTENTIAL REDEVELOPMENT PROJECT EVALUATION	FF	1	\$10,000.00	\$10,000.00
<i>Task 1A</i>	<i>Project Start-up</i>				
<i>Task 1B</i>	<i>Potential Redevelopment Project Area Selection</i>				
<i>Task 1C</i>	<i>Preliminary Incentives Evaluation</i>				
<i>Task 1D</i>	<i>Summary Letter Report and MACIA Presentation Meeting</i>				
TASK 2	MEETINGS (virtual or in-person after submission of the Summary Letter Report and Presentation to MACIA or any extraordinary meetings beyond what are identified in Task 1)	T&E NTE	16	\$240.00	\$3,840.00
Total Estimated Cost					\$13,840.00

ADVANCED REDEVELOPMENT SOLUTIONS

PO Box 204, Eagle MI 48822

Tel 517.648.2434

SCHEDULE OF FEES

As of January 1, 2025

Michigan Avenue Corridor Improvement Authority

I. FEES FOR SERVICES:

Hourly rates for:

Principal/Senior Incentives Advisor	\$240.00 - \$420.00
Senior Associate/Senior Project Manager	\$185.00 - \$285.00
Associate/Incentives Advisor/Project Manager	\$120.00 - \$185.00
Research/Technical Associate	\$90.00 - \$130.00
Field Manager	\$75.00 - \$135.00
Assistant Services	\$65.00
Administrative Support Services	\$55.00

II. EQUIPMENT CHARGES:

Photocopies (normal)	No Charge
Materials & Supplies*	No Charge

The following will be billed:

Postage & Express Delivery (cost)
Mileage (as allowable by the IRS)
Long-Distance Travel: Airline Ticket & Rental Vehicle (cost plus 10% with Client approval)
Lodging (cost plus 10%)
Meals (cost plus 10%)
Outside Photocopying (volume jobs, cost plus 10%)**

* (specially acquired materials and supplies charged at cost plus 10%)

** (occasional large-scale printing or binding jobs charged at cost plus 10%)

III. SERVICES OF OTHERS:

Occasionally Advanced Redevelopment Solutions may employ related professionals for the performance of any services and those professionals utilized will be billed within hourly rates identified above. Additionally, other services of other consultants, experts, contractors, other professionals or support personnel may be required. These services of others will be sought and obtained with the Client's review and approval. If the Client requests it, a bidding process or request for proposals may be utilized. In most cases the cost of outside services is the responsibility of the Client. However, there are situations where it is advantageous for the Client and Advanced Redevelopment Solutions to subcontract outside services. Services subcontracted by Advanced Redevelopment Solutions will be authorized under an amendment to the Agreement approved by both parties. Client recognizes the additional administrative costs, risk and liability borne by Advanced Redevelopment Solutions when accomplishing a portion of the services through subconsultants and subcontractors. The costs for utilizing subcontractors, if approved by Client, shall be provided for in an amendment to this Agreement.

**CORRIDOR FAÇADE PROJECT AGREEMENT BETWEEN THE MICHIGAN AVENUE
CORRIDOR IMPROVEMENT AUTHORITY, *INSERT BUSINESS/PROPERTY OWNER NAME*,
THE CITY OF LANSING, AND THE CAPITAL REGION COMMUNITY FOUNDATION**

This Agreement entered into (insert date), 2025, by and between the Michigan Avenue Corridor Improvement Authority (hereinafter “MACIA” and the “Grant Recipient”), *insert business* organized and existing under the laws of the State of Michigan (hereinafter referred to as the “Project Recipient”), the Capital Region Community Foundation (hereinafter referred to as CRCF”), and the City of Lansing.

WITNESSETH THAT:

WHEREAS, the MACIA desires to extend to the Project Beneficiary the benefit building facade improvements for the property located at (insert address) East Michigan Avenue, Lansing, MI 48912, Parcel (insert parcel number).

WHEREAS, the Project Beneficiary agrees to allow the MACIA to accept the grant funds and carry out the Project and Façade Improvements pursuant to the requirements of the Agreement in a lawful, satisfactory and proper manner and in accordance with all policies, procedures and requirements which have been, or from time to time, may be prescribed by the MACIA.

NOW, THEREFORE, the MACIA, the Project Beneficiary, and the City of Lansing do mutually agree as follows:

1. PROJECT DESCRIPTION AND GRANT AWARD

- A. Project Objectives: The objective of this Agreement is to implement and carry out building facade improvements pursuant to other requirements and guidelines established by the MACIA in this Agreement. It is the purpose of this project to perform façade improvements that will exceed normal maintenance and repair of buildings and that will encourage and contribute to the further improvement of the entire district.
- B. Scope of Façade Improvements: Defined as the intended physical improvements to the building façade as shown in detailed drawings, specifications, line-item budget, and other documents attached hereto (hereinafter referred to as the “Façade Improvements”, See Attachment A).
- C. Project: The Project is defined as the eligible Façade Improvements, with the approval of the Project Beneficiary, and with the necessary coordination and administrative responsibilities required of the Grant Recipient to satisfy the requirements of this Agreement and any other associated building improvements.
- D. Time of Performance: The Grant Period is April 2025 through December 2025. Requests for extensions are subject to approval from the City of Lansing. Extensions will only be granted

in exceptional cases that are determined to be beyond the Grant Recipient's control. Failure to complete the Façade Improvements in the agreed-upon time or approved extensions shall result in the loss of the Grant.

Grant Recipient Initials: _____

- E. Inspection of Work: Upon final completion of the Façade Improvements, the Grant Recipient shall schedule an onsite inspection to verify that the Façade Improvements portion of the Project has been 100% completed in accordance with the Grant Agreement and within the Grant Period.
- F. Grant Amount:
1. Grant funds from the City of Lansing and CRCF will be made to MACIA for façade improvements to the 2000 Block Michigan Avenue project. These grants are contingent on full project investment being made by Grant Recipient in accordance with the Grant Agreement and within the Grant Period.
 2. The funds will be disbursed by MACIA directly to one or more contractors selected by MACIA, based on the work completed. Funds will only be disbursed for the expenses related to the Façade Improvements included under this Agreement within the Grant Period. The Project Beneficiary will not receive direct funds from MACIA for this project.
 3. The MACIA makes no implied or explicit guarantee, offer or representation of future benefits from the MACIA, Lansing EDC, CRCF or the City of Lansing beyond the termination of this Agreement.

2. DISBURSEMENT OF FUNDS

A. Disbursements:

1. Disbursement of City of Lansing or CRCF funds will only be made by MACIA following 100% completion of the Façade Improvements. No partial or interim disbursements will be issued.
2. City of Lansing and CRCF funds will only be disbursed by MACIA to contractor(s) for Façade Improvement expenses incurred during the Grant Period, in accordance with this Agreement and Grant Guidelines.
3. Disbursements of grant funds to the contractor(s) by the MACIA for Façade Improvement expenses incurred and agreed as eligible in accordance with this Agreement. Expenses eligible for reimbursement from the Grant will be only for work associated with the approved Façade Improvements attached to this Agreement.
4. Documents to be submitted by MACIA as part of a reimbursement request shall include the following:

- a. A completed Reimbursement Process Checklist initialed and dated by Grant Recipient to be submitted with a reimbursement request (See Attachment B)
 - b. A final waiver of lien, stating the total dollar amount of the Façade Improvements portion of the work, signed by each contractor that has completed work on the Façade Improvements. (See Attachment C)
 - c. A statement of satisfaction signed by the Grant Recipient. (See Attachment D)
 - d. Proof the improvements have passed final inspection and meet all City of Lansing code requirements including zoning, building and safety codes (if applicable).
5. The Grant Recipient shall submit reimbursement requests after completion of all required Façade Improvements. Documentation for reimbursement shall be submitted to Karl Dorshimer, Lansing EDC President & CEO, 401 S. Washington Sq., Suite #101, Lansing, MI 48933 or Karl@lansingedc.com.
6. Reimbursement will be remitted to the Grant Recipient within 30 days receipt of all required documentation.
 7. Any Façade Improvement expenses in excess of the approved Grant Award, or any Project expenses that are ineligible for reimbursement, shall be paid by and are the sole responsibility of the Grant Recipient.
 8. The City of Lansing, Lansing EDC, MACIA, and CRCF reserve the right to conduct a Ribbon Cutting Ceremony within 30 days of project completion at the project site.

3. ACKNOWLEDGMENTS

By signing this Agreement, the Grant Recipient acknowledges the following:

- A. Compliance with Applicable State and Local Laws and Rules. The Project is in compliance with all applicable State and Local laws, ordinances and rules, or will result in compliance with State and Local laws, ordinances and rules.
- B. Additional Grant Funds. The City of Lansing shall not provide additional funding for the Façade Improvements in excess of the original Grant Award. In the event that the grant funding provided pursuant to the Grant Agreement is not sufficient to complete the Façade Improvements for which the Grant was approved, the Grant Recipient shall complete the Project and assume responsibility for any additional expenses in excess of the Grant award amount.

4. OTHER TERMS AND CONDITIONS

- A. Access Agreement. The Grant Recipient shall grant any contractors or representatives of the City a right of access to enter the property during reasonable business hours and without prior notice. The signing of this Agreement by the Grant Recipient shall constitute written permission for right of access.

B. Contractors

1. The Grant Recipient agrees to secure qualified personnel and/or licensed and insured contractors and subcontractors, where required by City Building Code, to complete the Façade Improvements and the associated Project work.
2. Where performance of Grant Funded activities are carried out by any contractor or subcontractor of the Grant Recipient, the provisions of the Agreement shall be made binding on such contractor and subcontractor by the Grant Recipient. The Grant Recipient has the ultimate legal responsibility for ensuring compliance with requirements of the Agreement.
3. The Grant Recipient shall demonstrate that any contractor or subcontractor will maintain comprehensive general liability insurance with limits of One Hundred Thousand Dollars (\$100,000.00, non-match & non-reimbursable) for claims which may arise from the Grant Recipient's operations under the Agreement, naming the City of Lansing, Lansing Economic Development Corporation, MACIA, and CRCF and the Project Beneficiary as additional insured parties.

C. Permits. The Agreement does not obligate the MACIA or the City to issue any permits required by law to implement the Project defined in the Agreement. The Grant Recipient agrees that it must still follow and abide by the normal process for all relevant permits.

D. Discrimination Clause. In performing this contract, the Grant Recipient shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, gender, marital status, age, height, weight, sexual preference, or because of pregnancy or a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Contracts with each contractor and subcontractor shall contain a provision requiring non-discrimination in employment as herein specified and defined by the City of Lansing Human Rights Ordinance #1120.

E. Indemnification. The Grant Recipient shall, to the extent allowed by law, indemnify and hold harmless the City of Lansing, the Lansing Economic Development Corporation, the Capital Region Community Foundation, and the Michigan Avenue Corridor Improvement Authority and their agencies, officials, employees, and authorized representatives for any and all claims or causes of action arising from or on account of the acts or omissions of the Grant Recipient, its officers, employees, agents or any persons acting on its behalf or under its control, in implementing the Project pursuant to the Agreement, including, but not limited to, claims for damages, reimbursement or set-off arising from, or on account of, any contract, agreement or arrangement between the Grant Recipient and any person for the performance of activities related to the Project, including claims on account of Project delays.

Third Party Rights. This Agreement is not intended to grant or create any rights in any third party nor shall it be construed as an indemnity by the MACIA for the benefit of the Grant Recipient or any other party. Needs correction

5. MODIFICATIONS TO THE AGREEMENT

- A. The Grant Recipient or the Project Beneficiary may make modifications to the Agreement by mutual consent upon execution of a written amendment to this Agreement signed by both parties. The Grant Recipient must obtain written authorization from the Project Beneficiary before implementing any change that materially alters the Façade Improvement portion of the Project, including, but not limited to, revision or substitution of materials, colors, dimensions, and other material changes to the Project. The Grant Recipient shall immediately notify the Project Beneficiary, via formal written notice, in the event that a change in the Façade Improvement portion of the Project is requested, or in the event that the Project cannot be implemented as originally proposed under this agreement. Any proposed change in the Façade Improvement portion of the Project is subject to written approval by the MACIA.

Grant Recipient Initials: _____

6. COMPLIANCE WITH THE AGREEMENT

- A. Suspension of the Grant. In the event the Grant Recipient fails to comply with the Agreement, the City of Lansing or CRCF may, upon having provided reasonable notice to the Grant Recipient of the alleged failure, and in the event that the Grant Recipient fails to correct the alleged failure within a 15 day period of time, suspend the Grant in whole, or in part, and withhold disbursement or prohibit the Grant Recipient from incurring additional obligations of grant funds.
- B. Termination for Cause. The City of Lansing or CRCF may, in its sole discretion, upon having provided reasonable notice to the Grant Recipient of any alleged violation, failure, or refusal to comply with any term, condition, or provision of the Agreement, and upon failure of the Grant Recipient to correct any violations of the Agreement within a period of 15 days, modify or reduce the total amount of the funds available pursuant to the Agreement or terminate the funding in whole, or in part, at any time. The City of Lansing or CRCF will promptly notify the Grant Recipient in writing of the determination, the reason for the termination, and the effective date of termination.
- C. The Grant Recipient hereby agrees that no alterations will be made to the exterior of the building, within three (3) years of the date of receipt of the grant proceeds, without first consulting with the City of Lansing's Façade Design Committee on behalf of the MACIA. If the Grant Recipient fails to comply, they may be ineligible for future grants and may be subject to repayment of the Grant Amount on a case by case basis, to be determined by the City of Lansing or CRCF.

Grant Recipient Initials: _____

7. CERTIFICATIONS

- A. The Project Beneficiary hereby provides permission to MACIA to carry out the proposed façade improvements at no cost to the Project Beneficiary.
- B. The Grant Recipient hereby certifies that there has been no known change in the Project or the proposed Façade Improvements described in the grant application.
- C. The Grant Recipient hereby agrees to implement the Project and the Façade Improvements as defined in this Grant Agreement and that the funds made available will be used only as set forth in the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers as of the day and year first above written.

insert business/property owner name

By: _____

Insert owners name

Its: Owner

insert business/property owner name

By: _____

Insert owners name

Its: Owner

Michigan Avenue Corridor Improvement Authority

By: _____
Jon Lum

Its: Chair

City of Lansing

By: _____

Insert name

Its: _____

DRAFT

Attachment A

SCOPE OF FAÇADE IMPROVEMENTS

Application, Drawings, Specifications, Line-Item Project Budget and Additional Supporting Documentation

DRAFT

Attachment B

PROJECT COMPLETION REIMBURSEMENT PROCESS CHECKLIST

Grant Recipient Name: _____

PLEASE NOTE:

- This Checklist is merely a summary aid and does not supersede the requirements of the Grant as outlined in the Corridor Façade Grant Agreement and Design Agreement.
- Reimbursement will be remitted to the Grant Recipient within 30 days receipt of all required documentation.

The City of Lansing reserves the right to conduct a Ribbon Cutting Ceremony within 30 days of project completion at the project site.

___ Upon completion of the project, and prior to grant money disbursement, the Grant Recipient shall schedule an on-site inspection with the Façade Design Committee to verify the project has been completed in accordance with the Design Guidelines and as outlined in the Grant and Design Agreement.

Once project completion has been verified, the applicant must provide the following documents for reimbursement:

___ Full Unconditional Waiver of Lien signed by each contractor who has completed the work. (Attachment is provided with Grant and Design Agreement.)

___ A Statement of Satisfaction Form signed by the Grant Recipient. (Attachment is provided with Grant and Design Agreement.)

___ Proof all contractors have been paid in full by the Grant Recipient for the portions, or parts of the project, that the Grant Recipient is seeking reimbursement for. This proof shall be a final invoice marked "Paid in Full" and copy of check payable to contractor(s).

Grant Recipient Initials: _____ Date: _____

Submit Reimbursement Materials to:

**Karl Dorshimer, Lansing EDC President & CEO
401 S. Washington Square, Suite #101
Lansing, MI 48933**

Attachment C

FULL UNCONDITIONAL WAIVER (Under the Construction Lien Act of 1980)

My/our contract with _____ to
(other contracting party)
provide _____ for the improvement of
the property described as: _____

(use attachment if needed)

having been fully paid and satisfied, in the amount of \$ _____ and all my/our
construction lien rights against such property are hereby waived and released.

Contractor Name _____

(signature of lien claimant)

Address: _____

Phone: _____

Signed on: _____
(Date)

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

Instructions:

1. Any waiver of construction lien rights in advance of work performed is invalid.
2. A waiver of construction lien rights is valid only to the extent that payment for labor and material furnished was actually made to the person giving the waiver.

Submit to: **Lansing Economic Development Corporation**
401 S. Washington Square, Suite #101, Lansing, Michigan 48933

Attachment D

**CORRIDOR FAÇADE PROGRAM
SATISFACTION OF COMPLETION ACKNOWLEDGMENT**

PROJECT ADDRESS: _____
APPLICANT NAME: Michigan Avenue Corridor Improvement Authority (MACIA)_____

As the applicant on behalf of subject business or property owner where Corridor Façade Improvement work has been completed, I have inspected the work and agree that all work has been satisfactorily completed in accordance with the proposed Project plans, specifications and accepted Scope of Façade Improvements, and is acceptable to me.

As the applicant/owner, I know that I am solely responsible for the upkeep and maintenance of the subject property.

I hereby sign this acknowledgment of my own free will and authorize the Lansing Economic Development Corporation to make final and complete reimbursement of funds for the Façade Improvement portion of the Project.

Signature of Applicant
Jonathan Lum, Chair, MACIA

Date

Submit to: **Lansing Economic Development Corporation**
 401 S. Washington Square, Suite #101
 Lansing, Michigan 48933