Lansing Economic Development Corporation

Friday, April 04, 2025 – 8:30 AM

Lansing EDC Office - 401 S. Washington Sq. Suite 101, Lansing, MI 48933

AGENDA

1) Call to Order/Rollcall
2) Approval of LEDC Board Meeting Minutes – Friday, March 07, 2025
3) Financial Update
4) Corridor Updates
5) Approval of the MACIA Façade Project MOU (ACTION)
6) LEED Initiative Update
7) Project Updates
8) Committee Reports
9) Open Forum for LEDC Board Members
10) Other Business
11) Public Comment
12) Adjournment

Lansing Economic Development Corporation

Board of Directors Meeting

Friday, March 07, 2025 – 8:30 AM

Lansing EDC Office - 401 S. Washington Sq. Suite 101, Lansing, MI 48933

MINUTES

Members Present:	Chair - Shelley Davis Boyd, Vice-Chair - Calvin Jones, Treasurer - Catherine Rathbun, Chaz Carrillo, Jonathan Smith, Rawley Van Fossen
Members Absent:	Dr. Alane Laws-Barker, Jordan Sutton
Staff Present:	Karl Dorshimer, Kris Klein, Brandy Standler, Aurelius Christian, Alex Watkins, Chelsea Dowler, Kahleea Washington, Shay Manawar, and Kimberly Lavon

Guests:

Call to Order/Roll Call

Chair Davis Boyd called the Lansing Economic Development Corporation meeting to order at 08:31 A.M.

Approval of LEDC Board Meeting Minutes – Friday, February 07, 2025 (ACTION)

MOTION: Member Jones moved to approve the LEDC meeting minutes from Friday, February 07, 2025, Board of Directors meeting, as presented. Motion seconded by member Van Fossen.

YEAS: Unanimous, motion carried.

LEDC Audit

Standler informed the board that confirmation on a few receivables from the City is in process and once those are received Rehmann can conclude the audit. It is hopeful that there will be a presentation at the April board meeting.

FY2025 Budget Amendment for Thriving Communities RMI Grant Acceptance (ACTION)

MOTION: Member Carrillo moved to approve the Budget Amendment for Thriving Communities RMI Grant Acceptance, as presented. Motion supported by member Rathbun.

YEAS: Unanimous, motion carried.

Corridor Updates

Washington explained that the CATA Bus Shelter Art Competition for the bus shelter is in full swing. Thrive program applications are also now open. There will be a community gathering on Michigan Ave. construction.

Façade Improvement Program

Overview was done during Annual Report Preview.

LEED Initiative Update

Christian noted that the Developer Training Program applications open in April and program should launch late May or early June. Enhanced Grant award notifications are in process. The LEED initiative was highlighted at the Mayor's State of the City address. Christian shared a video that provided and overview of the program.

Project Updates

Manawar updated the board on the status of the SSRP grant. Dorshimer mentioned the updates regarding the building of the new City Hall, Ovation, and other projects that have been approved.

Klein guided the board through a preview of the Annual Report.

Committee Reports

Site Committee: Manawar discussed the two sites on N. Grand River, and S. Cedar. The committee will be reconvening to further discuss the feedback that has been collected. Dowler recapped the discussions regarding project priorities and aligning a policy with regional efforts. The current Brownfield Process and Policy is further being reviewed.

Governance Committee Reports:

Rathbun provided a review comments and recommendations. Policies are being reviewed and future meetings being set.

Open Forum for LEDC Board Members

Rathbun mentioned that Chair Davis Boyd will be speaking at Athena on March 20th.

Other Business

Chair Davis-Boyd announced that Jordan Sutton provided a resignation to the board of directors. It has been accepted.

It was announced that Karl Dorshimer will retire at the end of June, 2025.
Discussion took place regarding filling the position of President & CEO.

Public Comment

None.

Adjournment

Chair Davis Boyd called the Lansing Economic Development Corporation meeting to adjournment at 9:14 A.M.

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

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

	Jul '24 - Jan 25	Budget	$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
40000 · Contract Income				
40010 · Brownfield	0.00	338,083.00	-338,083.00	0.0%
40020 · City of Lansing Contract	300,000.00	300,000.00	0.00	100.0%
40040 · Annual Issuer's Fees	0.00	53,132.00	-53,132.00	0.0%
40050 · TIFA Admin	0.00	354,382.00	-354,382.00	0.0%
40070 · Fund Balance	0.00	37,078.00	-37,078.00	0.0%
40080 · Facade Grant Contract	175,000.00	175,000.00	0.00	100.0%
40088 · ARPA Contract City of Lansing				
40088.1 · ARPA - Grant Contract	127,917.60	0.00	127,917.60	100.0%
Total 40088 · ARPA Contract City of Lansing	127,917.60	0.00	127,917.60	100.0%
40090 · EGLE Allen Place-Grant Contract				
40090.1 · EGLE Allen Place Grant Contract	51,781.91	0.00	51,781.91	100.0%
Total 40090 · EGLE Allen Place-Grant Contract	51,781.91	0.00	51,781.91	100.0%
40096 · SSRP Verlinden Grant	0.00	18,975,000.00	-18,975,000.00	0.0%
Total 40000 · Contract Income	654,699.51	20,232,675.00	-19,577,975.49	3.2%
41000 · Loan Interest				
41098 · Mossman, LLC Interest	263.47			
41091 · The 517 Coffee Company Interest	216.63	0.00	216.63	100.0%
41093 · Sweet Encounter Bakery Cafe Int	142.40	0.00	142.40	100.0%
41094 · Irie Smoke Shack-Interest	326.75	0.00	326.75	100.0%
41095 · RBM Properties Interest	2,839.85	0.00	2,839.85	100.0%
41096 · Osteria Vegana Lansing LLC	480.33	0.00	480.33	100.0%
41097 · Irie Smoke Shack LLC	54.69	0.00	54.69	100.0%
41000 · Loan Interest - Other	0.00	6,000.00	-6,000.00	0.0%
Total 41000 · Loan Interest	4,324.12	6,000.00	-1,675.88	72.1%
42000 · Investments				
42010 · Interest-Savings, Short-term CD	74,404.26	50,000.00	24,404.26	148.8%
Total 42000 · Investments	74,404.26	50,000.00	24,404.26	148.8%
43000 · Other Types of Income				
43010 · Miscellaneous Revenue	2,981.62	5,000.00	-2,018.38	59.6%
43037 · Application Fees	21,500.00	30,000.00	-8,500.00	71.7%
Total 43000 · Other Types of Income	24,481.62	35,000.00	-10,518.38	69.9%
Total Income	757,909.51	20,323,675.00	-19,565,765.49	3.7%
Gross Profit	757,909.51	20,323,675.00	-19,565,765.49	3.7%
Expense				
61000 · Contract Services				
61010 · Accounting Fees	33,792.50	0.00	33,792.50	100.0%
61015 · Payroll Fees	2,438.67	0.00	2,438.67	100.0%
61020 · Legal Fees	25,259.00	0.00	25,259.00	100.0%
61030 · Outside Contract Services	16,541.22	0.00	16,541.22	100.0%
61000 · Contract Services - Other	0.00	110,000.00	-110,000.00	0.0%
Total 61000 · Contract Services	78,031.39	110,000.00	-31,968.61	70.9%
62000 · Facilities and Equipment				
62010 · Depreciation	11,271.95	11,500.00	-228.05	98.0%
62020 · Office Expense	3,770.05	0.00	3,770.05	100.0%
62025 · Equipment	7,524.27	51,440.00	-43,915.73	14.6%
62045 · Utilities	4,725.37	9,153.00	-4,427.63	51.6%
62050 · Rent	39,090.05	68,807.00	-29,716.95	56.8%
62055 · Software Subscriptions	11,523.67	0.00	11,523.67	100.0%
62060 · Telephone/Communications	3,665.40	0.00	3,665.40	100.0%
Total 62000 · Facilities and Equipment	81,570.76	140,900.00	-59,329.24	57.9%
63000 · Development				
63050 · Insurance & Bonds	9,477.18	16,695.00	-7,217.82	56.8%

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

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

	Jul '24 - Jan 25	Budget	$ Over Budget	% of Budget
63055 · Marketing & Promotions	7,882.80	39,000.00	-31,117.20	20.2%
63056 · Travel & Conferences & Training	7,316.00	24,000.00	-16,684.00	30.5%
63060 · Operating Expense	7,168.90	14,000.00	-6,831.10	51.2%
63080 · Bank Fees	2,406.00	5,000.00	-2,594.00	48.1%
63081 · Bank Fees-2575	50.00	0.00	50.00	100.0%
Total 63000 · Development	34,300.88	98,695.00	-64,394.12	34.8%
65000 · Grant and Program Expenses				
65022 · PNC CFE Seminar Expenses	1,266.74			
65020 · Facade Grants	7,500.00	0.00	7,500.00	100.0%
65025 · EGLE Allen Place Grant Contract	51,781.91	0.00	51,781.91	100.0%
65088 · ARPA Grant				
65088.1 · ARPA LEED Initiative	105,073.17	0.00	105,073.17	100.0%
65088.2 · ARPA CIA Allocations	22,844.43	0.00	22,844.43	100.0%
65088.3 · ARPA Facade Program	0.00	175,000.00	-175,000.00	0.0%
Total 65088 · ARPA Grant	127,917.60	175,000.00	-47,082.40	73.1%
65095 · Placemaking - CEDAM Exp.	3,929.92	0.00	3,929.92	100.0%
65096 · SSRP Verlinden Grant Expense	20,759.38	18,975,000.00	-18,954,240.62	0.1%
Total 65000 · Grant and Program Expenses	213,155.55	19,150,000.00	-18,936,844.45	1.1%
66000 · Payroll & Empl Benefit Expenses				
66100 · Payroll Expenses				
66110 · Salaries - Staff	347,114.59	0.00	347,114.59	100.0%
66120 · Taxes-FICA	26,554.45	0.00	26,554.45	100.0%
66125 · Taxes-unemployment	2,279.88	0.00	2,279.88	100.0%
66100 · Payroll Expenses - Other	0.00	727,655.00	-727,655.00	0.0%
Total 66100 · Payroll Expenses	375,948.92	727,655.00	-351,706.08	51.7%
66500 · Employee Benefits				
66510 · Health Insurance-Employees	23,284.78	0.00	23,284.78	100.0%
66515 · Life/Disability Ins - Employees	4,355.33	0.00	4,355.33	100.0%
66520 · Retirement Expense	16,998.00	0.00	16,998.00	100.0%
66525 · Parking-Employees	3,979.44	0.00	3,979.44	100.0%
66500 · Employee Benefits - Other	0.00	107,925.00	-107,925.00	0.0%
Total 66500 · Employee Benefits	48,617.55	107,925.00	-59,307.45	45.0%
Total 66000 · Payroll & Empl Benefit Expenses	424,566.47	835,580.00	-411,013.53	50.8%
Total Expense	831,625.05	20,335,175.00	-19,503,549.95	4.1%
Net Ordinary Income	-73,715.54	-11,500.00	-62,215.54	641.0%
Other Income/Expense				
Other Income				
80030 · Credit Card Reward Income	236.47	0.00	236.47	100.0%
Total Other Income	236.47	0.00	236.47	100.0%
Net Other Income	236.47	0.00	236.47	100.0%
Net Income	**-73,479.07**	**-11,500.00**	**-61,979.07**	**638.9%**

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

	Jul '24 - Feb 25	Budget	$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
40000 · Contract Income				
40010 · Brownfield	0.00	338,083.00	-338,083.00	0.0%
40020 · City of Lansing Contract	300,000.00	300,000.00	0.00	100.0%
40040 · Annual Issuer's Fees	2,731.25	53,132.00	-50,400.75	5.1%
40050 · TIFA Admin	0.00	354,382.00	-354,382.00	0.0%
40070 · Fund Balance	0.00	37,078.00	-37,078.00	0.0%
40080 · Facade Grant Contract	175,000.00	175,000.00	0.00	100.0%
40088 · ARPA Contract City of Lansing				
40088.1 · ARPA - Grant Contract	173,510.64	0.00	173,510.64	100.0%
Total 40088 · ARPA Contract City of Lansing	173,510.64	0.00	173,510.64	100.0%
40090 · EGLE Allen Place-Grant Contract				
40090.1 · EGLE Allen Place Grant Contract	51,781.91	0.00	51,781.91	100.0%
Total 40090 · EGLE Allen Place-Grant Contract	51,781.91	0.00	51,781.91	100.0%
40096 · SSRP Verlinden Grant	0.00	18,975,000.00	-18,975,000.00	0.0%
Total 40000 · Contract Income	703,023.80	20,232,675.00	-19,529,651.20	3.5%
41000 · Loan Interest				
41098 · Mossman, LLC Interest	263.47			
41091 · The 517 Coffee Company Interest	240.36	0.00	240.36	100.0%
41093 · Sweet Encounter Bakery Cafe Int	159.33	0.00	159.33	100.0%
41094 · Irie Smoke Shack-Interest	379.12	0.00	379.12	100.0%
41095 · RBM Properties Interest	3,202.24	0.00	3,202.24	100.0%
41096 · Osteria Vegana Lansing LLC	480.33	0.00	480.33	100.0%
41097 · Irie Smoke Shack LLC	54.69	0.00	54.69	100.0%
41000 · Loan Interest - Other	0.00	6,000.00	-6,000.00	0.0%
Total 41000 · Loan Interest	4,779.54	6,000.00	-1,220.46	79.7%
42000 · Investments				
42010 · Interest-Savings, Short-term CD	82,158.14	50,000.00	32,158.14	164.3%
Total 42000 · Investments	82,158.14	50,000.00	32,158.14	164.3%
43000 · Other Types of Income				
43010 · Miscellaneous Revenue	3,024.92	5,000.00	-1,975.08	60.5%
43037 · Application Fees	26,500.00	30,000.00	-3,500.00	88.3%
Total 43000 · Other Types of Income	29,524.92	35,000.00	-5,475.08	84.4%
Total Income	819,486.40	20,323,675.00	-19,504,188.60	4.0%
Gross Profit	819,486.40	20,323,675.00	-19,504,188.60	4.0%
Expense				
61000 · Contract Services				
61010 · Accounting Fees	33,792.50	0.00	33,792.50	100.0%
61015 · Payroll Fees	2,770.01	0.00	2,770.01	100.0%
61020 · Legal Fees	25,259.00	0.00	25,259.00	100.0%
61030 · Outside Contract Services	18,348.72	0.00	18,348.72	100.0%
61000 · Contract Services - Other	0.00	110,000.00	-110,000.00	0.0%
Total 61000 · Contract Services	80,170.23	110,000.00	-29,829.77	72.9%
62000 · Facilities and Equipment				
62010 · Depreciation	12,933.70	11,500.00	1,433.70	112.5%
62020 · Office Expense	4,934.32	0.00	4,934.32	100.0%
62025 · Equipment	7,524.27	51,440.00	-43,915.73	14.6%
62045 · Utilities	5,281.25	9,153.00	-3,871.75	57.7%
62050 · Rent	44,677.20	68,807.00	-24,129.80	64.9%
62055 · Software Subscriptions	12,672.59	0.00	12,672.59	100.0%
62060 · Telephone/Communications	4,516.23	0.00	4,516.23	100.0%
Total 62000 · Facilities and Equipment	92,539.56	140,900.00	-48,360.44	65.7%
63000 · Development				
63050 · Insurance & Bonds	10,816.00	16,695.00	-5,879.00	64.8%

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

	Jul '24 - Feb 25	Budget	$ Over Budget	% of Budget
63055 · Marketing & Promotions	16,618.30	39,000.00	-22,381.70	42.6%
63056 · Travel & Conferences & Training	16,057.00	24,000.00	-7,943.00	66.9%
63060 · Operating Expense	7,865.17	14,000.00	-6,134.83	56.2%
63080 · Bank Fees	2,794.78	5,000.00	-2,205.22	55.9%
63081 · Bank Fees-2575	50.00	0.00	50.00	100.0%
Total 63000 · Development	54,201.25	98,695.00	-44,493.75	54.9%
65000 · Grant and Program Expenses				
65022 · PNC CFE Seminar Expenses	1,266.74			
65020 · Facade Grants	8,200.32	0.00	8,200.32	100.0%
65025 · EGLE Allen Place Grant Contract	51,781.91	0.00	51,781.91	100.0%
65088 · ARPA Grant				
65088.1 · ARPA LEED Initiative	142,524.53	0.00	142,524.53	100.0%
65088.2 · ARPA CIA Allocations	22,844.43	0.00	22,844.43	100.0%
65088.3 · ARPA Facade Program	8,141.68	175,000.00	-166,858.32	4.7%
Total 65088 · ARPA Grant	173,510.64	175,000.00	-1,489.36	99.1%
65095 · Placemaking - CEDAM Exp.	3,929.92	0.00	3,929.92	100.0%
65096 · SSRP Verlinden Grant Expense	33,011.22	18,975,000.00	-18,941,988.78	0.2%
Total 65000 · Grant and Program Expenses	271,700.75	19,150,000.00	-18,878,299.25	1.4%
66000 · Payroll & Empl Benefit Expenses				
66100 · Payroll Expenses				
66110 · Salaries - Staff	407,306.27	0.00	407,306.27	100.0%
66120 · Taxes-FICA	31,159.13	0.00	31,159.13	100.0%
66125 · Taxes-unemployment	2,956.20	0.00	2,956.20	100.0%
66100 · Payroll Expenses - Other	0.00	727,655.00	-727,655.00	0.0%
Total 66100 · Payroll Expenses	441,421.60	727,655.00	-286,233.40	60.7%
66500 · Employee Benefits				
66510 · Health Insurance-Employees	26,893.38	0.00	26,893.38	100.0%
66515 · Life/Disability Ins - Employees	5,159.22	0.00	5,159.22	100.0%
66520 · Retirement Expense	19,874.50	0.00	19,874.50	100.0%
66525 · Parking-Employees	4,722.51	0.00	4,722.51	100.0%
66500 · Employee Benefits - Other	0.00	107,925.00	-107,925.00	0.0%
Total 66500 · Employee Benefits	56,649.61	107,925.00	-51,275.39	52.5%
Total 66000 · Payroll & Empl Benefit Expenses	498,071.21	835,580.00	-337,508.79	59.6%
Total Expense	996,683.00	20,335,175.00	-19,338,492.00	4.9%
Net Ordinary Income	-177,196.60	-11,500.00	-165,696.60	1,540.8%
Other Income/Expense				
Other Income				
80030 · Credit Card Reward Income	236.47	0.00	236.47	100.0%
Total Other Income	236.47	0.00	236.47	100.0%
Net Other Income	236.47	0.00	236.47	100.0%
Net Income	**-176,960.13**	**-11,500.00**	**-165,460.13**	**1,538.8%**

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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:

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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.

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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.

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 Facade 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.

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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 or tenants

Michigan Avenue Corridor Improvement Authority

By: _____

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Jon Lum

Its: Chair

City of Lansing

By:_____

Insert name

Its:_____

Lansing Economic Development Corporation

By:_____

Insert name

Its: President and CEO

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Attachment A

SCOPE OF FAÇADE IMPROVEMENTS

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

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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

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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

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Attachment D

CORRIDOR FAÇADE PROGRAM
SATISFACTION OF COMPLETION ACKNOWLEDGMENT

PROJECT ADDRESS: _____

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

As the applicanton 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

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