



**AGENDA**  
**Committee of the Whole**  
**Monday, October 24, 2016 – 5:30 p.m.**  
**City Council Chambers, City Hall 10<sup>th</sup> Floor**

Councilmember Judi Brown Clarke, Chair  
Councilmember Jessica Yorke, Vice Chair

1. **Call to Order**
2. **Roll Call**
3. **Minutes**
  - September 26, 2016
4. **Public Comment on Agenda Items**
5. **Presentation:**

LEPFA Proposed Operating Agreement (Scott Keith)
6. **Discussion/Action:**
  - A.) RESOLUTION – Set a Public Hearing; Operating Agreement between the City of Lansing and LEPFA
  - B.) RESOLUTION – City Council 2017 Regular Meeting Schedule
7. **Other**
8. **Adjourn**

The City of Lansing's Mission is to ensure quality of life by:

- I. Promoting a vibrant, safe, healthy and inclusive community that provides opportunity for personal and economic growth for residents, businesses and visitors
- II. Securing short and long term financial stability through prudent management of city resources.
- III. Providing reliable, efficient and quality services that are responsive to the needs of residents and businesses.
- IV. Adopting sustainable practices that protect and enhance our cultural, natural and historical resources.
- V. Facilitating regional collaboration and connecting communities



**MINUTES**  
**Committee of the Whole**  
**Monday, September 26, 2016 @ 5:30 p.m.**  
**City Council Chambers**

**CALL TO ORDER**

The meeting was called to order at 5:32 p.m.

**PRESENT**

Councilmember Brown Clarke  
Councilmember Jessica Yorke  
Councilmember Patricia Spitzley  
Councilmember Adam Hussain  
Councilmember Kathie Dunbar- arrived at 5:35 p.m.  
Councilmember Carol Wood  
Councilmember Jody Washington  
Councilmember Tina Houghton- arrived at 5:39 p.m.

**OTHERS PRESENT**

Sherrie Boak, Council Office Manager  
Randy Hannan, Mayor Executive Assistant- arrived at 6:06 p.m.  
Nancy Mahlow  
Mary Ann Prince  
Kathy Miles  
Elaine Womboldt  
Chad Gamble – arrived at 5:39 p.m. and left the meeting at 6:06 p.m.

**Minutes**

MOTION BY COUNCIL MEMBER YORKO TO APPROVE THE MINUTES FROM SEPTEMBER 12, 2016 AS PRESENTED. MOTION CARRIED 6-0.

**Public Comment**

Ms. Womboldt spoke in opposition on how the business was done at the last meeting in regards to the recusals from the PILOT votes and discussions. Ms. Womboldt asked the Committee to remember that they are all voted by the citizens, however the decision was made by half of the Committee. Ms. Womboldt concluded by stating her opinion that the decision should be postponed until after the litigation is settled. Ms. Womboldt changed her subject to an opposition on the PILOT project at the Council meeting at Shiawassee and Larch.

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Ms. Miles spoke in support of the comments made by Ms. Womboldt , and then spoke in opposition to the development at Shiawassee and Larch.

Ms. Mahlow spoke in opposition to the PILOT at Shiawassee and Larch, and also supported comments by Ms. Miles.

Ms. Prince spoke in opposition to the future development.

Council Member Brown Clarke informed the Committee and the public that she was just informed that the applicant for the SLU-4-2016 application has asked to be pulled from the agenda. She also noted that the PILOT's on the Council agenda later in the evening has also been asked to be pulled.

### **Discussion/Action**

#### **RESOLUTION- Second Amendment to the Hope Sports Complex Lease**

Council Member Brown Clarke referred the Committee to the recent document from Mr. Gamble that highlights 5.5 of the Second Amendment, which outlines the support of the Lansing School District and the students in the Lansing School District.

Council Member Washington stepped away from the meeting at 5:42 p.m.

Mr. Gamble cited 5.5 of the amendment which was done by both parties after several concerns that were addressed by Council. It now states the "tenant agrees to limit enrollment to exclude all students then-residing within the geographical boundaries of the Lansing School District. Notwithstanding the foregoing, Lansing Students and /or the Lansing School District shall be permitted to participate in any leagues, activities, or other programming organized by Tenant at the Premises in collaboration or in partnership with the Lansing School District."

Council Member Yorke asked Mr. Gamble if the tenant was required to pay any annual payment or percentage of net revenue similar to the recent Zip the Grand. Mr. Gamble confirmed there is a set fee, but no percentage based on the improvements. The City does however get taxes created by the improvements. The annual payment is \$10,000.

Council Member Yorke then opened the discussion on the understanding of the recent amendment speaking no Lansing School District student enrollments, with her opinion it appeared to be prohibiting participation of Lansing students on public land. Council Member Spitzley reiterated her concern from the last time, which was that the proposed "academy" would be taking students way from the Lansing School District. Without the recent language that was added, she confirmed she could not support. Council Member Spitzley concluded that her understanding was that Hope Sports Complex and the Lansing School District worked on the new change together.

Council Member Washington returned to the meeting at 5:48 p.m.

Council Member Houghton added to the comments from the last meeting that there were also concerns that it would take over Lansing Promise dollars. She also noted that because of the school boundaries, the property is in the Holt School District. Council Member Brown Clarke added to the Lansing Promise comment that this group would not even qualify for the Promise Program.

Council Member Wood also stated she too could not have supported the lease amendment if the new language on the Lansing School District was not added. Council Member Hussain concurred also.

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Council President Brown Clarke pointed out that the model does have school programming to support Lansing School District students, which represents cooperation with the Complex and the school district.

Council Member Yorke again stated her opinion that the statement says Lansing School District students cannot attend. Council Member Spitzley pointed out that last sentence in the new 5.5 section states the Lansing School District can participate.

Council Member Spitzley stepped away from the meeting at 5:55 p.m.

Council Member Yorke stated her belief that some current LSD students would leave to attend the new academy.

Council Member Spitzley returned to the meeting at 5:57 p.m.

Council Member Washington confirmed a conversation she had with Mr. Spadafore from the Lansing School District Board, and they support the lease. There is an understanding some students may leave the LSD, but there is not a high risk.

Council Member Wood referred to the lease where it also noted that 50% of the annual rent fee does go towards youth scholarships and initiatives for the Lansing residents. Council Member Yorke then asked Mr. Gamble why the recent Zip the Grand had a percentage of revenue, however there wasn't anything suggested for this lease. Mr. Gamble referred to paragraph 2.1 where it states the base rent is \$10,000 annually for the first ten (10) years, and the rent will increase \$1,000 each year thereafter for the term of the lease. An added comment was also made that the City has the renaming rights.

Council Member Wood asked if the applicant is paying property taxes. Mr. Gamble stated they are on the buildings they have built and will build in the future.

**MOTION BY COUNCIL MEMBER YORKO TO APPROVE THE RESOLUTION TO ACCEPT THE SECOND AMENDMENT TO THE HOPE SPORTS COMPLEX LEASE. MOTION CARRIED 8-0.**

### **RESOLUTION – SET A PUBLIC HEARING - SLU-4-2016**

Council President Brown Clarke informed the Committee and the public that the applicant has forwarded a request that they would like action on the SLU-4-2016, which is an update from stated earlier. Therefore, agenda item 5. B. Set a Public Hearing for SLU-4-2016 was added to the agenda.

Council Member Yorke recapped the items of adding the SLU-4-2016, but no action on the connected PILOT's at Council. Council President Brown Clarke clarified that the SLU-4-2016 is the only item on the Committee agenda, and the PILOT's will be pulled at the later Council Meetings. Council Member Washington asked for the SLU-4-2016 to be referred to the Committee on Development and Planning since it no longer is connected to a PILOT request. Council Member Brown Clarke noted that since it is no longer connected to a PILOT with a timeline, the SLU request in front of the Committee is now not time sensitive. Council Member Yorke asked for a recap of the actions from the last Committee meeting and Council meeting on September 12, 2016 where her understanding was that the hearing and action on the PILOT's take place tonight.

Mr. Gamble left the meeting at 6:06 p.m.

Council Member Spitzley asked for clarification if there needed to be action on the SLU tonight. Mr. Hannan confirmed that the property owner informed the administration at the time of this meeting that they want the SLU for any future development on the site. Council

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President Brown Clarke reiterated that the SLU is not time sensitive since there is no development. Council Member Washington asked Mr. Hannan to confirm that the original applicant; the developer from Cincinnati Ohio, no longer has the project and the request now was just from the current owner, Mr. Eyde. Mr. Hannan confirmed.

Council Member Wood noted that the SLU -4-2016 cannot be referred to the Committee on Development and Planning because what was presented is no longer in action. The Council and Committee cannot act on anything until the new SLU is reviewed and approved by the Planning Board.

Council President Brown Clarke placed the document on file, and no action will be taken per the request from the developer to pull the request.

**RESOLUTION - FY2017/2018 Budget Priorities**

**MOTION BY COUNCIL MEMBER WOOD TO APPROVE THE RESOLUTION FOR THE 2017/2018 BUDGET PRIORITIES.**

Council Member Wood then outlined the highlighted changes in the document that spoke to the recommendations from the Committee on Public Safety. Those recommendations were under I c) (2); III a) (1), (5), (6), (7) and (8) that addressed recommendations for the Mayor to look at items based on what the funding would address since these items are budgetary requests. These recommendations will now connect funding as a stipulation to the changes.

Council Member Spitzley voiced her concern, that if the items are connected to funding, where those funds are being taken from, so should funding be established.

Council Member Dunbar pointed out that many of the items in the priorities are not budget related, and no financial components. These changes now add funding components in the action request. Locating the funding will be for the administration to determine.

Council President Brown Clarke pointed out to the Committee that every year per the Charter the Committee will review the documents.

Council Member Hussain stated that as Chairperson of the Intergovernmental Relations Committee, they determined to remove V. c) because there is no financial impact.

MOTION CARRIED 8-0.

**Other**

Council Member Wood informed the Committee of handouts from Code Compliance and Planning and Neighborhood Development regarding program currently and up and coming.

**ADJOURN**

The meeting was adjourned at 6:22 p.m.

Respectfully Submitted by,

Sherrie Boak

Officer Manager, Lansing City Council

Approved by the Committee on



# City of Lansing

OFFICE OF THE CITY ATTORNEY

James D. Smiertka, City Attorney

October 13, 2016

City Council President Judi Brown Clarke

Re: *Proposed Operating Agreement Between LEPFA and City of Lansing*

Dear Honorable President Judi Brown Clarke:

Forwarded herewith is a proposed operating agreement between LEPFA and the City Of Lansing. It has a 10 year term and needs City Council approval.

Also being forwarded is a proposed Resolution to set a public hearing on this matter.

It is hoped that the City Council on October 24<sup>th</sup> will set a public hearing for November 14<sup>th</sup> because the current agreement expires at the end of the year.

Anything you can do with regard to this matter will be appreciated.

Sincerely,

James D. Smiertka  
City Attorney

AGREEMENT  
FOR OPERATING DOWNTOWN  
FACILITIES

THIS AGREEMENT FOR OPERATING DOWNTOWN FACILITIES, made and Entered into as of the 10<sup>th</sup> day of October, 2016, by and between the CITY OF LANSING, Ingham County, Michigan, a municipal corporation organized and existing under the Constitution and laws of the State of Michigan, (hereinafter referred to as the “City”), and the LANSING ENTERTAINMENT AND PUBLIC FACILITIES AUTHORITY, a public corporation organized and existing under Act No. 31, Michigan Public Acts of 1948 (First Extra Session), as amended, (herein after referred to as the “Authority”);

WITNESSETH:

WHEREAS, the Authority has been incorporated by the City under and pursuant to Act. No. 31, Michigan Public Acts of 1948 (First Extra Session), as amended, for the purpose and with the power, among others, of operating and maintaining the Lansing Center, the City Market, Cooley Law School Stadium (Lansing Minor League stadium), Riverfront Amphitheater, and any ancillary facilities related thereto (the “Downtown Facilities”), as provided in the Articles of Incorporation of the Authority; and

WHEREAS, the City is the owner of the Downtown Facilities but recognizes that in order to achieve maximum revenues and operating efficiencies from the operations of the facilities using sound business principles, it is desirable to transfer management of the facilities to a separately incorporated authority established under state law; and

WHEREAS, based upon the aforesaid premises the City wishes to engage the services of the Authority for operating and maintaining the Downtown Facilities and the Authority is willing to accept such undertaking and has authority to do so pursuant to its Articles of Incorporation;

THEREFORE, in consideration of the premises hereinabove set forth and the Mutual undertakings and agreements hereinafter set forth,

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO, as follows:

1. All undertakings in this agreement and in the fulfillment of this Agreement are and shall be subject to the regulations and limitations contained in the Constitution and Statutes of the State of Michigan, the bond ordinances and resolutions of the City and the Articles of Incorporation as to the Authority,
2. To the extent necessary to carry out the intent and purposes of this Agreement, and in exchange for good and valuable consideration as contained in the parties' respective obligations hereunder, the City grants the Authority an exclusive license to use all of the Downtown Facilities during the continuation of this Agreement, subject to licenses granted to others prior hereto; provided, the granting of this license and the utilization thereof are subject to the regulations and restrictions contained in this Agreement; and provided further the Authority is hereby empowered to grant licenses to others for the use of all or parts of that portion of the Downtown Facilities that have been licensed to the Authority by this Agreement. The Downtown Facilities are described in Appendix A hereto.
3. The Authority accepts full responsibility of operating and maintaining the Downtown Facilities, in all respects and in so doing, the Authority will abide by all of the provisions of this Agreement, including, but not limited to, the following:
  - A. The Authority shall have the exclusive right and authority to negotiate and issue license agreements for use of the Downtown

Facilities during the life of this Agreement and to schedule such licensed events and to establish the fees for such licenses as it believes are necessary to effectively manage the Downtown Facilities in the best interests of the City and to preserve the integrity of the Act 99 financing and bond issues that have heretofore been issued to finance the construction of portions of the Downtown Facilities.

- B. The Authority shall have the responsibility, exclusive right and authority to hire, contract for, or otherwise secure the services of appropriate management staff, supporting clerical staff, maintenance, and operating personnel necessary to efficiently and effectively carry out its responsibilities as set forth in this Agreement and in so doing the Authority shall establish the salaries and wages, fringe benefits, job descriptions, conditions of employment and all other personnel administration rules and procedures therefore. To the extent legally permissible, and financially prudent, the Authority shall encourage the procurement of services from entities that are physically located within the City of Lansing and employ personnel who reside within the City of Lansing wherever such procurement will fulfill the service and employment needs of the Authority in this Agreement as least as well as non-resident entities or personnel. The Authority shall operate, manage, employ and provide services under this Agreement in a manner so as not to discriminate on the basis of race, sex, age, height, weight, marital status, religion, handicap, sexual orientation or any other basis prohibited by State or Federal law and shall not enter into any contract, lease, license or agreement that does not similarly provide.
- C. Subject to the provisions of the current Stadium License, Lease and

Service Agreement between the City and Take Me Out to the Ballgame, L.L.C. (the "TMO Agreement"), the Authority shall have the exclusive right and authority to contract for, or otherwise secure the services of all concessionaires, security personnel, and other vendors necessary to efficiently and effectively carry out the responsibilities for the operations of the Downtown Facilities and to establish or negotiate such fees, license charges, or division of receipts as required to effectively manage the facilities. When feasible, the Authority shall practice competitive bidding in the procurement of goods and services as well as, to the extent legally permissible, encourage contracts with local and minority vendors. A record of all sole source purchases, including the necessity thereof, shall be maintained by the Authority and available for inspection by City officials.

- D. City retains the right to control and schedule the City Hosts Suite and Promotion Tickets granted City pursuant to the TMO Agreement subject to the City of Lansing Promotion Ticket Policy as the same has been adopted by the City as amended from time to time.
- E. The Authority shall be the City's designee for the purpose of administering the TMO Agreement on behalf of the City in its sole discretion. Any legal interpretation of the TMO Agreement by the Authority will be made in consultation with the City Attorney, acting as legal counsel for the Authority in this regard. Amendments to the TMO may only be made by the City.
- F. The Authority shall develop and adopt a written policy that encour-

ages and facilitates the use of the Downtown Facilities by community based groups for community functions.

- G. The Authority will solicit input from the City Market Vendor's Association regarding policies and procedures applicable to the City Market.
4. The Authority shall maintain or cause to be maintained complete liability insurance coverage naming both the City and the Authority as insureds so as to protect the City and the Authority in all undertakings pursuant to this Agreement provided, such insurance coverage may be included within other coverage obtained by the City or the Authority, in which event it will not be necessary to duplicate coverage through the acquisition of additional coverage under this Agreement, however, it is the responsibility of the Authority to see to it that such insurance coverage does exist. The dollar limits of such liability coverage shall be as set forth in Appendix C or in such amounts and types of coverage as are determined jointly by the City and Authority from time to time.
5. A. In managing and operating the Downtown Facilities pursuant to this Agreement, the Authority shall, prior to the beginning of each fiscal year, adopt an Authority Budget for such fiscal year; provided, however, Authority shall review the proposed Budget with the Mayor and City Council prior to its adoption. The Authority shall present to the City Council expected revenues and expenditures contained in the Budget shall include, but not be limited to those items as set forth in Appendix D. The City agrees in good faith, based upon City Council's agreement with the Budget presented by Authority, to appropriate a lump sum operating contribution to Authority. To the extent legally

permissible, such lump sum contribution, once established in any fiscal year, shall be paid on a mutually agreed upon schedule and shall not be reduced by City during that same fiscal year, unless mutually agreed to by City and Authority and approved by Authority Board.

The Authority shall make every effort to maintain a balanced budget and shall not exceed the total expenditure limitations set forth in the Budget without approval of the City. In developing and administering the Authority Budget and for carrying out its obligations under this Agreement, except as otherwise provided in this paragraph 5, and subject to the TMO Agreement, the Authority shall be entitled to receive and retain all revenues, and shall pay all expenses attributable to the Operation and maintenance of the Downtown Facilities

- C. B. The City shall provide funds annually for capital improvements to Downtown Facilities as agreed to in the adopted budget for each fiscal year. The minimum shall be \$50,000 annually, unless otherwise stated in the lease with TMO, for the Lansing Center and additional dollars as needed for other facilities revenues from the TMO agreement shall be paid directly to the Authority. The Authority shall pass through such revenues to the City within seven (7) days of their receipt. It is understood that revenues collected by the Municipal Parking system, the Lansing Building Authority, or related to the stadium naming rights agreement will be paid directly to and retained by the City.
- D. Other net revenue related to non-baseball, non-TMO events that

are held at Cooley Law School Stadium shall be received by the Authority and passed through to the City. For future years, the City and the Authority shall negotiate an amount subject to City approval to be reserved for the Cooley Law School Stadium event development fund prior to distributing net revenues to the City. The amount capped for this fund shall be approved by the City.

- E. For future years, the City and the Authority shall work collectively toward a resolution of parking facilities management as it relates to parking facilities surrounding the Downtown Facilities.
6. In the event the City shall desire to transfer additional facilities or assign additional duties or responsibilities to the Authority, such transfer or assignment will occur only upon the mutual agreement of the parties, in which case the Authority's budget and City contribution shall be amended to reflect such transfer or assignment.
  7. All officers and employees of the Authority, involved in any way in fulfilling the undertakings of this Agreement, and who have any responsibilities pertaining to the granting of licenses, the hiring of personnel, the contracting for services, the contracting for concessions, the establishment and maintenance of accounts relative to the receipt of revenues and the disbursements of funds, the handling and/or safeguarding of the funds derived pursuant to this Agreement and the disbursement thereof, or the bookkeeping and accounting systems pertaining thereto, shall have their honesty and correctness of performance covered by one or more Public Employee Blanket Bonds, including Faithful Performance of Duty Coverage, or as may be from time to time mutually agreed upon by the City and the Authority, said bonds to be secured by the Authority. The beneficiary of said

bonds shall be the Authority. Copies thereof shall be placed on file with the Clerk of the City of Lansing.

8. The Authority, in exercising its responsibilities and authority to grant licenses and enter into concession agreements or other types of contracts in fulfilling its undertakings under this Agreement, is hereby empowered to enter into such license agreements, concession agreements and contracts for terms that may extend beyond the termination point of this Agreement between the City and the Authority, in accord with the following restrictions:
  - A. The grant of all license agreements for competitive sporting events, including but not limited to license agreements for private boxes, shall be for a term not to exceed five (5) years, unless prior approval is obtained from the City Council for a greater term of years.
  - B. All agreements for the hiring of services by the Authority shall be for an initial term not to exceed five (5) years with no renewals totaling more years than were stated in the initial term unless prior approval from the City Council is obtained to allow for a greater period of time.
  
9. All of the accounts of the Authority shall be subject to audit annually by an independent auditing firm mutually selected by the City and Authority. The cost of such audit shall be borne on the Authority. Copies of such audit shall be furnished to both the Authority and the City. The City's Internal Auditor and Finance Director shall have reasonable access to all records maintained by the Authority in the accomplishment of the provisions of the Agreement upon a written request to the Authority and shall be permitted to make such reviews as are deemed necessary to verify adequate internal control.

The Authority shall furnish to the Mayor and City Council a financial operating statement covering the Downtown Facilities operations no less than quarterly. Such report shall be delivered within thirty (30) days of the end of the calendar quarter. The Authority, through its authorized representatives shall make a presentation of each quarterly operating statement to the City Council Ways and Means Committee at their request.

10. The City and Authority mutually agree that they shall not commence suit against any officer, Commissioner, Councilperson, Mayor or employee of the City or of the Board of the Authority, under or upon act, omission, obligation, covenant, or clause of the City Charter or the Authority's Articles of Incorporation or Bylaws except that recourse may be sought for those acts or omissions that involve known violations of the governing documents, fraud, embezzlement, dishonesty, gross negligence, self-dealing which constitutes a violation of law, or willful violations of civil rights by the individual involved, if any such recourse is permitted bylaw. In any case, where recourse is sought, all defenses or counterclaims available may be asserted notwithstanding the provisions of this section. This limitation shall apply whether the officer, Commissioner, Councilperson, Mayor or employee of the City or of the Board of the Authority is a past, present or future officer, Commissioner, Councilperson, Mayor or employee of the City or Authority. The employees, designees, and officers of the Authority shall not be deemed employees, designees and officers of the City. Further, termination of this Agreement shall in no way impair the continuation of any liability insurance coverage for directors and officers of the Authority. The City agrees that in the event of

termination of this Agreement, the obligations of paragraph 4 shall continue to the extent necessary to secure such liability insurance as is necessary to reasonably protect the directors and officers of the Authority.

11. In the event of damage to or destruction of any of the Downtown Facilities or Downtown Facilities Parking Areas by fire or other casualty, the Authority will give the City immediate notice thereof and will, if the damage is to an extent that is less than 25% of the fair market value of the premises damaged and if insurance proceeds are sufficient for the purpose, repair, restore, or rebuild the same so that upon completion of such repairs, restoration or rebuilding, the fair market value of the premises shall be equal to or more than the fair market value immediately prior to the occurrence of such fire or other casualty. If the damage or destruction is to an extent that is equal to or more than 25% of the fair market value of the premises damaged, the Authority and the City shall repair, restore or rebuild the damaged premises to the extent of their mutual agreement. All insurance proceeds received by the City and Authority shall be applied to any reconstruction, repair, or restoration as required or agreed upon. If the insurance proceeds are insufficient to repair, restore or rebuild any premises damaged or destroyed by fire or other casualty, or if the City and Authority shall not agree to such repairs, restoration or rebuilding, then the insurance proceeds shall first be applied to such repair, restoration or rebuilding as is agreed to by the parties or if not agreed to, to pay off any indebtedness of the City for such premises and thereafter any indebtedness of the Authority or its Board and then to the parties as their interests appear.
12. The City warrants that there are no suits, actions, demands, or claims

presently pending related to the Downtown Facilities. The Authority shall not be deemed a successor or alter ego to the City. The City shall be responsible for any defense and any obligation, expense, cost or damage that may be imposed upon it or the Authority due to the suits, actions, demands and claims.

13. The term of this Agreement for operating the Downtown Facilities and Downtown Facilities Parking Areas shall be irrevocable for a period of ten (10) years from the date first above written, unless just cause for termination of this Agreement shall be established, in which case either party may terminate this Agreement by giving the other party eighteen (18) months written notice of its intent to terminate this Agreement at the end of such time. This Agreement may also be terminated at an earlier time by mutual consent. If the Authority or City shall default in complying with any of the terms of this Agreement and such default shall continue for thirty (30) days after written notice thereof by the other party, the other party may terminate this Agreement or obtain enforcement in an appropriate court. In the alternative, the City or Authority may take such action as is necessary to cure the default, either with or without process of law, and the cost thereof shall be paid by the defaulting party through addition or subtraction of funds to be paid by or to the Authority. Upon termination by either party an audit of all accounts and assets of the Authority, which pertain to the fulfillment of this Agreement, shall be made by the same auditors that audit the accounts of the Authority, following which all funds and assets to which the City shall be entitled as determined by the audit shall be forthwith transferred and delivered to the City, including but not limited to, monies, furnishings and fixtures, contracts, concession agreements, and license agreements.

14. The Authority will adopt a code of ethics relative to its business operation.
15. The Authority and City agree that the Authority Board and City Council may conduct a joint meeting each calendar year to mutually discuss Authority operations, pursuant to this Agreement as requested.
16. Any warranties inuring to the benefit of either party under any contract or other agreement related to the Downtown Facilities or Downtown Facilities Parking Areas shall be enforceable by either party to the extent permitted. The parties mutually agree that they shall cooperate with each other in any respect necessary to enforce any such warranties.
  - A. Any notice necessary or proper to be given to either of the parties hereto shall be deemed to have been given when mailed by first class mail, postage prepaid to the following individuals:
    1. If to the Authority, by delivering the same to the Chairman thereof at such address as the Authority shall have furnished in writing to the City and to the Chief Executive Officer of the Authority at the Authority general office.
    2. If to the City, by delivering the same to the Mayor and the City Attorney of the City, 9<sup>th</sup> Floor, City Hall, 124 W. Michigan Avenue, Lansing, Michigan, 48933.
17. This Agreement contains all the terms and conditions of the Agreement between the parties and any representatives, warranties, or statements, whether oral or in writing, not contained herein shall not be binding on either party.
18. The terms, conditions or provisions of this Agreement shall not be

changed, waived, modified, altered, discharged or terminated unless in writing and signed by the party against which enforcement of such change, waiver, discharge, or termination is sought. Whenever the consent by either party is required under this Agreement, it shall be in writing signed by the executive officer of the party consent.

IN WITNESS WHEREOF, the City of Lansing, Michigan, by its City Council, and the Lansing Entertainment and Public Facilities Authority, by its Commission, have respectively caused this Agreement for Operating Downtown Facilities to be executed in their names by their duly authorized officers and their corporate seals to be affixed hereto as of the date and year first-above-written.

WITNESSES:

\_\_\_\_\_  
  
\_\_\_\_\_

CITY OF LANSING

By:\_\_\_\_\_

Virg Bernero, Mayor

By:\_\_\_\_\_

Chris Swope, City Clerk

(Seal of City)

WITNESSES:

\_\_\_\_\_  
  
\_\_\_\_\_

LANSING ENTERTAINMENT  
AND PUBLIC FACILITIES  
AUTHORITY

By:\_\_\_\_\_

Tim Kaltenbach

Chairperson of its Commission

By:\_\_\_\_\_

Cynthia Bowen

Secretary/Treasurer of its

Commission

(Seal of Authority)

Approved as to form:

\_\_\_\_\_

James D. Smiertka  
City Attorney

I hereby certify that funds have been  
appropriated for the performance of  
this Agreement in Account No.

\_\_\_\_\_

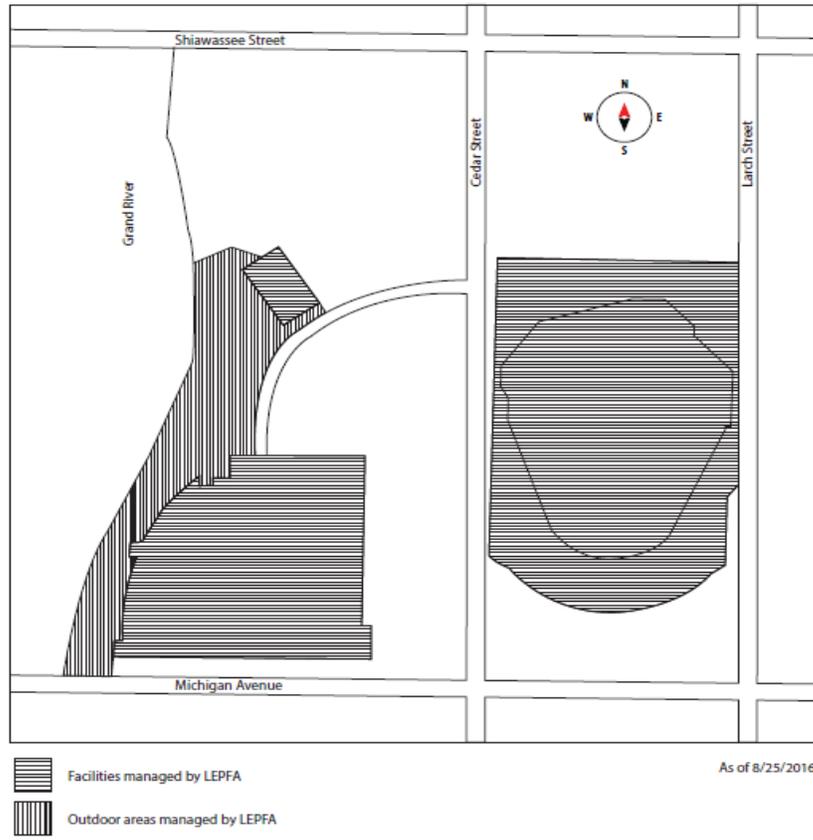
Angela Bennett, Finance Director

APPENDIX A  
DOWNTOWN FACILITIES

Lansing Center  
City Market  
Cooley Law School Stadium  
Riverfront Amphitheater  
(See attached illustrations for boundary descriptions.)

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# LEPFA Operating Agreement



## APPENDIX C

### INSURANCE COVERAGES

The insurance coverage for the Lansing Center (including Riverfront Amphitheater), Cooley Law School Stadium, and the Lansing City Market are carried by the Lansing Entertainment and Public Facilities Authority. The current levels of insurance maintained are stated below:

#### Each Facility:

Property	Replacement Cost*
General Liability	
General Aggregate	\$3 Mil
Each Occurrence	\$1 Mil
Products/Completed Operations	\$3 Mil
Personal and Advertising Injury	\$1 Mil
Medical Expense (Each Occurrence)	Excluded

#### General (covers all facilities):

Differences in Conditions (Earthquake/Flood)	\$242,000
Umbrella (applies to General & Liquor Liability)	
General Aggregate	\$6 Mil
Liquor Liability	\$1 Mil
Public Officials E & O	\$1 Mil

\*Replacement costs are:

Lansing Center	\$62,957,671
Cooley Law School Stadium	\$31,980,866
Lansing City Market	\$ 1,679,073

The Lansing Center is the only facility which owns automobiles. The Lansing Center has Auto Liability at \$ 1 Mil. limit (umbrella coverage goes over the underlying coverage) For Cooley Law School Stadium and the City Market, hired and non-owned autos are covered under the General Liability for each of these facilities.

#### Blanket Bonds:

Employee bonds/insurance (theft and dishonesty)	\$ 300,000
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## APPENDIX D

### AUTHORITY BUDGET

The Authority Budget shall include, but not be limited to, the following funds, accounts and line items:

1. OPERATING REVENUES shall include any and all monies derived from the Downtown Facilities and Downtown Facilities Parking Areas, including but not limited to:
  - \* Rental Revenues
  - \* Concessions Revenues
  - \* Merchandise
  - \* Sales Revenues
  - \* Advertising Sales Revenues
  - \* Equipment Rental Fees
  - \* Utility Income
  - \* Box Office Income
  - \* Miscellaneous Operating Income
  - \* Interest Income
  - \* Reimbursable Event Expenses
  - \* Parking Revenues
  - \* Video Broadcast Revenue
  - \* Cooley Law School Stadium Logo Revenues
  - \* Ticket Revenues
  
2. Operating expenses shall consist of any and all expenses deemed necessary by the Authority to operate and manage the Downtown Facilities and Downtown Facilities Parking Areas, including but not limited to:
  - \* Payroll, Authority employee benefits, (including any approved Authority employee bonus, payable only upon completion of the annual audit) and related costs.
  - \* Purchase of operating supplies
  - \* Advertising costs
  - \* Cleaning expenses
  - \* Data processing costs
  - \* Business related dues, subscriptions and membership costs
  - \* Insurance costs and performance bond
  - \* Professional fees
  - \* Printing and stationery costs
  - \* Postage and freight costs
  - \* Equipment rental
  - \* Repairs and maintenance costs
  - \* Security expenses
  - \* Cost of office supplies
  - \* Utility and telephone charges
  - \* Travel expenses

- \* Entertainment expenses
- \* Cost of employee uniforms
  
- \* Exterminator and trash removal costs
- \* Concessionaire expense and profit
- \* Relocation expenses
- \* Principal shopping district assessment

Operating expenses shall not include deductions for depreciation, interest or debt service, real estate taxes or capital expenditures, in excess of the amounts provided within this agreement. In the event the Authority requests a capital expenditure, the City will give reasonable consideration to such request in the Authority's Budget in light of competing municipal considerations.

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BY THE COMMITTEE OF THE WHOLE  
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, a certain Agreement For Operating Downtown Facilities between the Lansing Entertainment And Public Facilities Authority And The City Of Lansing (“Agreement”) has been presented and placed on file with the City Clerk on October 12, 2016; and

WHEREAS, it is necessary to hold a public hearing prior to the approval of the Agreement.

NOW THEREFORE BE IT RESOLVED, that a public hearing be held to consider the Agreement on November 14, 2016 in the City Council Chambers, 10<sup>th</sup> floor, City Hall, Lansing, Michigan.

BE IT FINALLY RESOLVED, that notice to the public be given by the City Clerk in accordance with the City Charter, City ordinances and City Council Rules.

BY THE COMMITTEE OF THE WHOLE  
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, City Clerk Chris Swope submitted a recommended list of dates for the Lansing City Council meetings for 2017 to the Lansing City Council; and

WHEREAS, the Committee of the Whole will meet at 5:30 p.m. before all Monday Council meetings listed below; and

WHEREAS, the Lansing City Charter requires the City Council to meet at least 26 times each year; and

WHEREAS, the Committee of the Whole has reviewed the City Clerk's recommendations and concurs with the list of recommended meeting dates for 2017.

NOW, THEREFORE, BE IT RESOLVED the Lansing City Council hereby approves the recommendations of City Clerk Chris Swope for Lansing City Council meeting dates for 2017 as follows:

Tuesday, January 03, 2017	Annual Organizational - 1st meeting of year
Monday, January 09, 2017	
Monday, January 30, 2017	
Monday, February 13, 2017	
Monday, February 27, 2017	Board List - prior to first meeting in March
Monday, March 13, 2017	
Monday, March 27, 2017	Mayor's Budget - on or before 4th Monday in March
Monday, April 10, 2017	
Monday, April 24, 2017	Mayor's Board Appointments - prior to first meeting in May
Monday, May 08, 2017	Budget Public Hearing;
Monday, May 15 <sup>th</sup> , 2017	Adopt Budget- no later than 3 <sup>rd</sup> Monday in May
Monday, May 22, 2017	
Monday, June 12, 2017	Council Act on Appointments - at or before 1st meeting in June
Monday, June 26, 2017	
Monday, July 10, 2017	
Monday, July 24, 2017	
Monday, July 31, 2017	
Monday, August 14, 2017	
Monday, August 28, 2017	
Monday, September 11, 2017	
Monday, September 25, 2017	Budget Priorities – no later than October 1 <sup>st</sup>
Monday, October 09, 2017	
Monday, October 23, 2017	
Monday, October 30, 2017	
Monday, November 13, 2017	
Monday, November 27, 2017	
Monday, December 11, 2017	

Except as otherwise noted, all meetings will be on a Monday at 7:00 p.m. in the Lansing City Council Chambers, 10th Floor City Hall.

BE IT FURTHER RESOLVED that the Council shall meet as a Committee of the Whole on Tuesday, January 3, 2017 at 5:30 p.m.